

## **Exhibit 2**

Revisions to Schedule 37 and Schedule 38

Redline

# ROCKY MOUNTAIN POWER

~~Second-Third~~ Revision of Sheet No. 37-1  
 Canceling ~~First-Second~~ Revision of Sheet No. 37-1

P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Qualifying Facilities Schedule 37

**Available**

To owners of Qualifying Facilities in all territory served by the Company in the State of Wyoming.

**Applicable**

Applicable to the purchase by the Company of all non-firm energy produced by Qualifying Facilities over which the Commission has jurisdiction, prior to commercial operation and subject to a power sales contract. After commercial operation is achieved, Qualifying Facilities will receive firm power prices.

~~For Applicable to~~ firm power purchases from: ~~1) all~~ Qualifying Facilities ~~over which the Commission has jurisdiction~~ with a historic or projected annual capacity factor of ~~up to seventy percent~~ 70% or below, and a design capacity of up to 1 MW; ~~design capacity or;~~ 2) for hydro projects with design capacity up to 5 MW design capacity, or; and hydro or other projects with a historic or projected annual capacity factor of greater than 70%, up to a maximum of 10 MW of average monthly capacity and associated ~~energy when the historic or projected annual capacity factor is greater than seventy percent.~~ Owners of these Qualifying Facilities ~~shall be~~ are required to enter into a written power sales contract with the Company.

**Rates for Purchases**

**Non-firm Energy**

The prices shown below are subject to change from time to time to reflect changes in the Company's determination of avoided costs. The prices applicable to a Wyoming Qualifying Facility over which the Commission has jurisdiction shall be those in effect at the time the power is delivered.

Deliveries Year	Base Load QF Non-Firm Energy Prices			
	<u>On-Peak Energy Prices</u>		<u>Off-Peak Energy Prices</u>	
	Winter ¢/kWh	Summer ¢/kWh	Winter ¢/kWh	Summer ¢/kWh
<del>2019</del> 2017	<del>2.08</del> 1.27	<del>3.36</del> 1.54	<del>1.14</del> 1.15	<del>1.57</del> 1.13
<del>2020</del> 2018	<del>2.10</del> 1.30	<del>3.20</del> 1.84	<del>1.16</del> 1.17	<del>1.53</del> 1.37

(continued)

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# ROCKY MOUNTAIN POWER

~~Second-Third~~ Revision of Sheet No. 37-1  
Canceling ~~First-Second~~ Revision of Sheet No. 37-1

P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Qualifying Facilities Schedule 37

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<del>2021</del> 2019	<del>1.831.27</del>	<del>2.281.92</del>	<del>0.991.12</del>	<del>1.161.31</del>
<del>2022</del> 2020	<del>1.821.53</del>	<del>2.392.03</del>	<del>0.991.34</del>	<del>1.211.34</del>

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# ROCKY MOUNTAIN POWER

~~First~~ Second Revision of Sheet No. 37-2  
Canceling ~~Original~~ First Revision of Sheet No. 37-2

P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Qualifying Facilities Schedule 37

Rates for Purchases  
Non-firm Energy (continued)

Wind QF Non-Firm Energy Prices				
Deliveries Year	<u>On</u> -Peak Energy Prices		Off-Peak Energy Prices	
	Winter ¢/kWh	Summer ¢/kWh	Winter ¢/kWh	Summer ¢/kWh
<del>2019</del> 2017	<del>1.53</del> 1.24	<del>2.46</del> 1.46	<del>0.87</del> 1.09	<del>1.14</del> 1.08
<del>2020</del> 2018	<del>1.56</del> 1.24	<del>2.39</del> 1.75	<del>0.90</del> 1.11	<del>1.13</del> 1.31
<del>2021</del> 2019	<del>0.82</del> 1.21	<del>1.03</del> 1.86	<del>0.47</del> 1.06	<del>0.52</del> 1.25
<del>2022</del> 2020	<del>1.01</del> 1.46	<del>1.34</del> 1.97	<del>0.57</del> 1.28	<del>0.68</del> 1.28

Fixed Solar QF Non-Firm Energy Prices				
Deliveries Year	<u>On</u> -Peak Energy Prices		Off-Peak Energy Prices	
	Winter ¢/kWh	Summer ¢/kWh	Winter ¢/kWh	Summer ¢/kWh
<del>2019</del> 2017	<del>2.23</del> 1.24	<del>3.59</del> 1.45	<del>1.20</del> 1.09	<del>1.69</del> 1.08
<del>2020</del> 2018	<del>2.25</del> 1.24	<del>3.38</del> 1.74	<del>1.20</del> 1.11	<del>1.61</del> 1.31
<del>2021</del> 2019	<del>1.67</del> 1.21	<del>2.07</del> 1.85	<del>0.89</del> 1.05	<del>1.06</del> 1.25
<del>2022</del> 2020	<del>1.81</del> 1.46	<del>2.33</del> 1.97	<del>0.95</del> 1.27	<del>1.19</del> 1.28

Tracking Solar QF Non-Firm Energy Prices				
Deliveries Year	<u>On</u> -Peak Energy Prices		Off-Peak Energy Prices	
	Winter ¢/kWh	Summer ¢/kWh	Winter ¢/kWh	Summer ¢/kWh
<del>2019</del> 2017	<del>2.41</del> 1.24	<del>3.85</del> 1.45	<del>1.24</del> 1.09	<del>1.82</del> 1.08
<del>2020</del> 2018	<del>2.39</del> 1.24	<del>3.58</del> 1.74	<del>1.23</del> 1.11	<del>1.71</del> 1.31
<del>2021</del> 2019	<del>1.85</del> 1.21	<del>2.28</del> 1.85	<del>0.94</del> 1.05	<del>1.16</del> 1.25
<del>2022</del> 2020	<del>1.92</del> 1.46	<del>2.44</del> 1.97	<del>0.97</del> 1.27	<del>1.25</del> 1.28

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# ROCKY MOUNTAIN POWER

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P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Qualifying Facilities Schedule 37

### Firm Power Time of Delivery

The prices shown below are subject to change from time to time to reflect changes in the Company's determination of Wyoming avoided costs. ~~The~~ prices applicable to a Qualifying Facility over which the Commission has jurisdiction ~~shall~~ will be those in effect at the time a written contract acceptable to the Company is signed on behalf of the Qualifying Facility and received by the Company at 825 N. E. Multnomah Street, Portland, Oregon, 97232, or such other address as the Company ~~shall~~ later designates. ~~These~~ prices will ~~only~~ be applied to Qualifying Facility resources over which the Commission has jurisdiction that enter into contracts with the Company until 10 megawatts of system resources are acquired. After the Company acquires those 10 megawatts of system resources, then the Company will provide prices to Qualifying Facility resources over 100 kilowatts as set forth in Schedule 38 until the Schedule 37 prices are updated and approved by the Commission.

Deliveries Year	Base Load QF Firm Energy Prices			
	Peak Energy Prices		Off-Peak Energy Prices	
	Winter ¢/kWh	Summer ¢/kWh	Winter ¢/kWh	Summer ¢/kWh
<del>2019</del> 2017	<del>2.08</del> 1.27	<del>3.36</del> 1.54	<del>1.14</del> 1.15	<del>1.57</del> 1.13
<del>2020</del> 2018	<del>2.10</del> 1.30	<del>3.20</del> 1.81	<del>1.16</del> 1.17	<del>1.53</del> 1.37
<del>2021</del> 2019	<del>1.83</del> 1.27	<del>2.28</del> 1.92	<del>0.99</del> 1.12	<del>1.16</del> 1.31
<del>2022</del> 2020	<del>1.82</del> 1.53	<del>2.39</del> 2.03	<del>0.99</del> 1.34	<del>1.21</del> 1.34
<del>2023</del> 2021	<del>1.91</del> 0.88	<del>2.49</del> 1.94	<del>1.04</del> 0.78	<del>1.25</del> 1.31
<del>2024</del> 2022	<del>2.38</del> 1.07	<del>3.36</del> 2.10	<del>1.31</del> 0.97	<del>1.68</del> 1.51
<del>2025</del> 2023	<del>2.59</del> 1.48	<del>3.84</del> 2.23	<del>1.42</del> 1.09	<del>1.94</del> 1.74
<del>2026</del> 2024	<del>2.83</del> 1.24	<del>4.12</del> 2.45	<del>1.55</del> 1.14	<del>2.12</del> 2.05
<del>2027</del> 2025	<del>2.84</del> 1.31	<del>4.19</del> 2.52	<del>1.55</del> 1.20	<del>2.16</del> 2.09
<del>2028</del> 2026	<del>4.15</del> 1.62	<del>6.02</del> 2.64	<del>2.27</del> 1.49	<del>3.10</del> 2.19
<del>2029</del> 2027	<del>4.84</del> 1.60	<del>6.95</del> 2.78	<del>2.66</del> 1.48	<del>3.60</del> 2.34
<del>2030</del> 2028	<del>5.13</del> 3.14	<del>7.33</del> 3.69	<del>2.83</del> 2.90	<del>3.83</del> 3.13
<del>2031</del> 2029	<del>5.35</del> 6.78	<del>7.44</del> 6.78	<del>2.95</del> 3.99	<del>3.89</del> 3.99

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# ROCKY MOUNTAIN POWER

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P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Qualifying Facilities Schedule 37

### Rates for Purchases Firm Power Time of Delivery (continued)

Deliveries Year	Base Load QF Firm Energy Prices			
	Peak Energy Prices		Off-Peak Energy Prices	
	Winter ¢/kWh	Summer ¢/kWh	Winter ¢/kWh	Summer ¢/kWh
<u>20322030</u>	<u>5.707.11</u>	<u>8.007.11</u>	<u>3.134.26</u>	<u>4.204.26</u>
<u>20332031</u>	<u>5.907.35</u>	<u>8.297.35</u>	<u>3.264.43</u>	<u>4.364.43</u>
<u>20342032</u>	<u>5.897.62</u>	<u>8.157.62</u>	<u>3.254.63</u>	<u>4.294.63</u>
<u>20352033</u>	<u>6.167.97</u>	<u>8.687.97</u>	<u>3.394.90</u>	<u>4.564.90</u>
<u>20362034</u>	<u>6.278.24</u>	<u>8.928.24</u>	<u>3.465.10</u>	<u>4.715.10</u>
<u>20372035</u>	<u>6.428.52</u>	<u>9.088.52</u>	<u>3.535.30</u>	<u>4.795.30</u>
<u>20382036</u>	<u>6.588.95</u>	<u>9.248.95</u>	<u>3.625.66</u>	<u>4.875.66</u>
<u>20392037</u>	<u>6.709.23</u>	<u>9.439.23</u>	<u>3.705.85</u>	<u>4.975.85</u>
<u>20402038</u>	<u>6.879.60</u>	<u>9.559.60</u>	<u>3.806.15</u>	<u>5.046.15</u>
<u>20322039</u>	<u>5.709.94</u>	<u>8.009.94</u>	<u>3.136.37</u>	<u>4.206.37</u>

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P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Qualifying Facilities Schedule 37

### Rates for Purchases

Firm Power Time of Delivery (continued)

Deliveries Year	Wind QF Firm Energy Prices			
	Peak Energy Prices		Off-Peak Energy Prices	
	Winter ¢/kWh	Summer ¢/kWh	Winter ¢/kWh	Summer ¢/kWh
<u>2019</u> <u>2017</u>	<u>1.531.24</u>	<u>2.461.46</u>	<u>0.871.09</u>	<u>1.141.08</u>
<u>2020</u> <u>2018</u>	<u>1.561.24</u>	<u>2.391.75</u>	<u>0.901.11</u>	<u>1.131.31</u>
<u>2021</u> <u>2019</u>	<u>0.821.24</u>	<u>1.031.86</u>	<u>0.471.06</u>	<u>0.521.25</u>
<u>2022</u> <u>2020</u>	<u>1.011.46</u>	<u>1.341.97</u>	<u>0.571.28</u>	<u>0.681.28</u>
<u>2023</u> <u>2021</u>	<u>1.120.84</u>	<u>1.481.88</u>	<u>0.640.71</u>	<u>0.741.25</u>
<u>2024</u> <u>2022</u>	<u>1.291.00</u>	<u>1.812.04</u>	<u>0.740.90</u>	<u>0.911.44</u>
<u>2025</u> <u>2023</u>	<u>1.371.12</u>	<u>2.032.16</u>	<u>0.781.03</u>	<u>1.031.67</u>
<u>2026</u> <u>2024</u>	<u>1.531.17</u>	<u>2.232.38</u>	<u>0.871.07</u>	<u>1.141.98</u>
<u>2027</u> <u>2025</u>	<u>1.691.24</u>	<u>2.492.45</u>	<u>0.961.13</u>	<u>1.282.02</u>
<u>2028</u> <u>2026</u>	<u>3.521.55</u>	<u>5.122.57</u>	<u>2.011.42</u>	<u>2.622.12</u>
<u>2029</u> <u>2027</u>	<u>4.101.53</u>	<u>5.902.71</u>	<u>2.351.40</u>	<u>3.052.26</u>
<u>2030</u> <u>2028</u>	<u>5.663.07</u>	<u>8.123.62</u>	<u>3.262.83</u>	<u>4.243.05</u>
<u>2031</u> <u>2029</u>	<u>6.004.36</u>	<u>8.354.36</u>	<u>3.443.92</u>	<u>4.353.92</u>
<u>2032</u> <u>2030</u>	<u>6.144.63</u>	<u>8.674.63</u>	<u>3.524.18</u>	<u>4.544.18</u>
<u>2033</u> <u>2031</u>	<u>6.374.84</u>	<u>8.994.84</u>	<u>3.674.35</u>	<u>4.714.35</u>
<u>2034</u> <u>2032</u>	<u>6.405.02</u>	<u>8.905.02</u>	<u>3.674.55</u>	<u>4.654.55</u>
<u>2035</u> <u>2033</u>	<u>6.445.30</u>	<u>9.135.30</u>	<u>3.694.82</u>	<u>4.774.82</u>
<u>2036</u> <u>2034</u>	<u>6.515.51</u>	<u>9.315.51</u>	<u>3.755.01</u>	<u>4.895.01</u>
<u>2037</u> <u>2035</u>	<u>6.685.72</u>	<u>9.525.72</u>	<u>3.845.22</u>	<u>5.015.22</u>
<u>2038</u> <u>2036</u>	<u>6.836.09</u>	<u>9.696.09</u>	<u>3.925.57</u>	<u>5.085.57</u>
<u>2039</u> <u>2037</u>	<u>6.966.29</u>	<u>9.876.29</u>	<u>4.025.76</u>	<u>5.185.76</u>
<u>2040</u> <u>2038</u>	<u>7.136.60</u>	<u>10.006.60</u>	<u>4.116.05</u>	<u>5.246.05</u>
<u>2019</u> <u>2039</u>	<u>1.536.83</u>	<u>2.466.83</u>	<u>0.876.27</u>	<u>1.146.27</u>

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## Avoided Cost Purchases from Qualifying Facilities Schedule 37

### Rates for Purchases

Firm Power Time of Delivery (continued)

Deliveries Year	Fixed Solar QF Firm Energy Prices			
	Peak Energy Prices		Off-Peak Energy Prices	
	Winter ¢/kWh	Summer ¢/kWh	Winter ¢/kWh	Summer ¢/kWh
<u>2019</u> <del>2017</del>	<u>2.231.24</u>	<u>3.591.45</u>	<u>1.201.09</u>	<u>1.691.08</u>
<u>2020</u> <del>2018</del>	<u>2.251.24</u>	<u>3.381.74</u>	<u>1.201.11</u>	<u>1.611.31</u>
<u>2021</u> <del>2019</del>	<u>1.671.24</u>	<u>2.071.85</u>	<u>0.891.05</u>	<u>1.061.25</u>
<u>2022</u> <del>2020</del>	<u>1.811.46</u>	<u>2.331.97</u>	<u>0.951.27</u>	<u>1.191.28</u>
<u>2023</u> <del>2021</del>	<u>1.840.84</u>	<u>2.321.88</u>	<u>0.960.71</u>	<u>1.181.24</u>
<u>2024</u> <del>2022</del>	<u>2.131.00</u>	<u>2.892.03</u>	<u>1.130.90</u>	<u>1.471.44</u>
<u>2025</u> <del>2023</del>	<u>2.311.11</u>	<u>3.302.16</u>	<u>1.221.02</u>	<u>1.701.67</u>
<u>2026</u> <del>2024</del>	<u>2.511.17</u>	<u>3.502.38</u>	<u>1.311.06</u>	<u>1.821.98</u>
<u>2027</u> <del>2025</del>	<u>2.521.23</u>	<u>3.572.45</u>	<u>1.311.12</u>	<u>1.862.01</u>
<u>2028</u> <del>2026</del>	<u>3.581.55</u>	<u>4.962.56</u>	<u>1.861.41</u>	<u>2.582.12</u>
<u>2029</u> <del>2027</del>	<u>4.251.52</u>	<u>5.882.70</u>	<u>2.241.40</u>	<u>3.092.26</u>
<u>2030</u> <del>2028</del>	<u>5.813.06</u>	<u>8.053.61</u>	<u>3.092.82</u>	<u>4.263.05</u>
<u>2031</u> <del>2029</del>	<u>6.194.97</u>	<u>8.324.97</u>	<u>3.273.91</u>	<u>4.403.91</u>
<u>2032</u> <del>2030</del>	<u>6.345.26</u>	<u>8.525.26</u>	<u>3.314.17</u>	<u>4.524.17</u>
<u>2033</u> <del>2031</del>	<u>5.785.45</u>	<u>7.845.45</u>	<u>3.064.35</u>	<u>4.164.35</u>
<u>2034</u> <del>2032</del>	<u>6.125.68</u>	<u>8.135.68</u>	<u>3.204.55</u>	<u>4.314.55</u>
<u>2035</u> <del>2033</del>	<u>6.195.98</u>	<u>8.345.98</u>	<u>3.244.82</u>	<u>4.424.82</u>
<u>2036</u> <del>2034</del>	<u>6.606.20</u>	<u>9.076.20</u>	<u>3.495.01</u>	<u>4.845.01</u>
<u>2037</u> <del>2035</del>	<u>6.906.43</u>	<u>9.256.43</u>	<u>3.575.21</u>	<u>4.935.21</u>
<u>2038</u> <del>2036</del>	<u>7.086.81</u>	<u>9.426.81</u>	<u>3.665.57</u>	<u>5.005.57</u>
<u>2039</u> <del>2037</del>	<u>7.127.03</u>	<u>9.627.03</u>	<u>3.745.76</u>	<u>5.125.76</u>
<u>2040</u> <del>2038</del>	<u>7.387.36</u>	<u>9.767.36</u>	<u>3.846.05</u>	<u>5.186.05</u>

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# ROCKY MOUNTAIN POWER

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## Avoided Cost Purchases from Qualifying Facilities Schedule 37

**Rates for Purchases**  
**Firm Power Time of Delivery** *(continued)*

Deliveries Year	Tracking Solar QF Firm Energy Prices			
	Peak Energy Prices		Off-Peak Energy Prices	
	Winter ¢/kWh	Summer ¢/kWh	Winter ¢/kWh	Summer ¢/kWh
<u>2019</u> <u>2017</u>	<u>2.411.24</u>	<u>3.851.45</u>	<u>1.241.09</u>	<u>1.821.08</u>
<u>2020</u> <u>2018</u>	<u>2.391.24</u>	<u>3.581.74</u>	<u>1.231.11</u>	<u>1.711.31</u>
<u>2021</u> <u>2019</u>	<u>1.851.24</u>	<u>2.281.85</u>	<u>0.941.05</u>	<u>1.161.25</u>
<u>2022</u> <u>2020</u>	<u>1.921.46</u>	<u>2.441.97</u>	<u>0.971.27</u>	<u>1.251.28</u>
<u>2023</u> <u>2021</u>	<u>1.930.84</u>	<u>2.401.88</u>	<u>0.970.71</u>	<u>1.221.24</u>
<u>2024</u> <u>2022</u>	<u>2.271.00</u>	<u>3.062.03</u>	<u>1.160.90</u>	<u>1.551.44</u>
<u>2025</u> <u>2023</u>	<u>2.571.11</u>	<u>3.622.16</u>	<u>1.301.02</u>	<u>1.871.67</u>
<u>2026</u> <u>2024</u>	<u>2.691.17</u>	<u>3.712.38</u>	<u>1.341.06</u>	<u>1.931.98</u>
<u>2027</u> <u>2025</u>	<u>2.701.23</u>	<u>3.782.45</u>	<u>1.351.12</u>	<u>1.972.01</u>
<u>2028</u> <u>2026</u>	<u>3.761.55</u>	<u>5.132.56</u>	<u>1.861.41</u>	<u>2.672.12</u>
<u>2029</u> <u>2027</u>	<u>4.381.52</u>	<u>6.002.70</u>	<u>2.221.40</u>	<u>3.152.26</u>
<u>2030</u> <u>2028</u>	<u>6.393.06</u>	<u>8.763.61</u>	<u>3.272.83</u>	<u>4.633.05</u>
<u>2031</u> <u>2029</u>	<u>6.835.58</u>	<u>9.075.58</u>	<u>3.453.91</u>	<u>4.793.91</u>
<u>2032</u> <u>2030</u>	<u>6.955.88</u>	<u>9.225.88</u>	<u>3.484.17</u>	<u>4.884.17</u>
<u>2033</u> <u>2031</u>	<u>6.396.09</u>	<u>8.576.09</u>	<u>3.244.35</u>	<u>4.554.35</u>
<u>2034</u> <u>2032</u>	<u>6.826.33</u>	<u>8.946.33</u>	<u>3.414.55</u>	<u>4.744.55</u>
<u>2035</u> <u>2033</u>	<u>6.896.64</u>	<u>9.156.64</u>	<u>3.464.82</u>	<u>4.854.82</u>
<u>2036</u> <u>2034</u>	<u>7.326.88</u>	<u>9.936.88</u>	<u>3.715.01</u>	<u>5.295.01</u>
<u>2037</u> <u>2035</u>	<u>7.667.13</u>	<u>10.127.13</u>	<u>3.805.21</u>	<u>5.395.21</u>
<u>2038</u> <u>2036</u>	<u>7.867.53</u>	<u>10.317.53</u>	<u>3.895.57</u>	<u>5.485.57</u>
<u>2039</u> <u>2037</u>	<u>7.907.77</u>	<u>10.547.77</u>	<u>3.985.76</u>	<u>5.605.76</u>
<u>2040</u> <u>2038</u>	<u>8.208.11</u>	<u>10.698.11</u>	<u>4.096.05</u>	<u>5.686.05</u>

*(continued)*

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# ROCKY MOUNTAIN POWER

First Revision of Sheet No. 37-8  
Canceling Original Sheet No. 37-8

P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Qualifying Facilities Schedule 37

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### Green Tags

The Company retains Green Tags for the benefit of customers without any additional payment when it buys power from a QF resource. ~~In the event~~ if a qualifying facility contract ends or is terminated, the Green Tags revert to the qualifying facility project until the developer sells or transfers the Green Tags to another purchaser.

### Definitions

#### Cogeneration Facility

A facility which produces electric energy together with steam or other forms 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.

#### 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.

#### Solar Facility

A facility which produces electric energy using the sun as the primary energy source. A Solar Facility may be flat mounted (Fixed Solar) or configured with a device to orient the solar panels toward the sun (Tracking Solar).

#### Wind Facility

A facility which produces electric energy using wind as the primary energy source.

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(continued)

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# ROCKY MOUNTAIN POWER

First Revision of Sheet No. 37-9  
Canceling Original Sheet No. 37-9

P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Qualifying Facilities Schedule 37

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### Definitions *(continued)*

#### Winter Season

The months of ~~November through April~~ October through May.

#### Summer Season

The months of ~~May through October~~ June through September.

#### On-Peak Hours

On-peak hours are defined as follows: Summer Season 3:00 p.m. 6:00 a.m. to 10:00 p.m.; and Winter Season 5:00 a.m. to 8:00 a.m., then 5:00 p.m. to 11:00 p.m. All times are Pacific Prevailing Time Monday through Saturday, excluding NERC holidays.

#### Off-Peak Hours

All hours other than On-Peak hours.

### Monthly Payments

The Monthly Payment ~~shall be~~ the sum of the winter and summer energy prices for Peak and Off-Peak hours. Winter and summer energy payments for Peak and Off-Peak hours are provided separately for a Base Load facility, Wind Facility, Fixed Solar Facility and a Tracking Solar Facility.

### Rules

Service under this Schedule is subject to the General Rules contained in the tariff of which this Schedule is a part, and to those prescribed by the Wyoming Public Service Commission.

### Negotiation Procedures

The Company will negotiate power purchase agreements under this Schedule in accordance with the procedures in the following Sections of Schedule 38: I.A, I.B.1, I.B.4 through I.B.8, and all of sections II and III.

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P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

### Available

To owners of Qualifying Facilities ("QF") in all territory served by the Company in the State of Wyoming.

### Applicable

To owners of existing or proposed QFs who desire to make sales to the Company and ~~exceed the limits in Schedule 37 or are not able to obtain pricing under Schedule 37 because the Schedule 37 cap has been reached~~ who: (1) ~~have a design capacity greater than 1,000 kW and a historic or projected annual capacity factor of seventy percent or below, or~~ (2) ~~have an average monthly capacity and associated energy of greater than 10,000 kW and a historic or projected annual capacity factor of greater than seventy percent~~ (each owner meeting the foregoing requirements a "QF Owner"). ~~Every QF Owner is~~ Such owners shall be required to enter into written power purchase and interconnection agreements with the Company pursuant to the procedures set forth below. ~~QF Owners that desire to make non-firm or as-available sales to the Company may identify their desire to do so as described in I.B.2(i).~~ Additional or different requirements may apply to Wyoming QFs seeking to make sales to third-parties or out-of-system QFs seeking to wheel power to Wyoming for sale to the Company. ~~QF Owners should initiate requests for interconnection as early in the planning process as possible, to ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.~~

### I. Process For Negotiating Power Purchase Agreements

#### A. Communications

~~All submissions, responses and notices required in this Schedule must be done in electronic or hard copy format. Requests and information may be submitted to the Company at QFrequests@pacificorp.com. Unless otherwise directed by the Company, QF Owners all may send communications to the Company regarding QF power purchase agreements shall be directed~~ in writing, by mail, as follows:

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P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

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Rocky Mountain Power  
Manager - QF Contracts  
825 NE Multnomah St, Suite 600  
Portland, Oregon 97232

~~Any requirement for written notice in this tariff shall be via mail unless the parties agree by mutual consent to an alternative form.~~ The Company shall respond to all such communications in a timely manner as more fully described below.

*(continued)*

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# ROCKY MOUNTAIN POWER

First Revision of Sheet No. 38-2  
Canceling Original Sheet No. 38-2

P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

### I. A. Communications (continued)

The Company shall respond to all such communications in a timely manner as more fully described below.

If the Company is unable to respond on the basis of incomplete or missing information from the QF ~~Owner~~, the Company ~~shall~~will indicate what additional information is required. ~~Thereafter, the~~ Company shall respond in a timely manner following receipt of all required information as more fully described below.

### B. Procedures

1. Examples of the Company's ~~typical generic~~pro forma power purchase agreement may be obtained from the Company's website at [www.pacificorp.com](http://www.pacificorp.com), or if ~~the a QF e~~Owner is unable to obtain it from the website, the Company shall send a copy via mail within seven calendar days of a written request directed to the address in Part I. A. The pro forma document provided (i) does not constitute an offer to enter into or negotiate an agreement, (ii) will include general terms and conditions, and (iii) will not include pricing or project specific information. Anyone who desires to enter into a power purchase agreement with the Company must proceed in accordance with this Schedule to request indicative pricing under Section I.B.2, to request a proposed power purchase agreement under Section I.B.4, and to negotiate and execute a power purchase agreement that is executed by the Company and approved by the Commission.
2. To obtain an indicative pricing proposal with respect to a proposed Project, the ~~QF e~~Owner shall provide in writing to the Company, general project information reasonably required for the development of indicative pricing. A Project is defined as an existing or proposed QF that desires to make sales to the Company and that can satisfy the

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

requirements of Schedule 38. General project information shall at least include, but not be limited to:

a) a general description of the QF project and the QF Owner, including email address and other contact information;

a)b) \_\_\_\_\_ generation technology and other related technology applicable to the site;

b)c) \_\_\_\_\_ design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system;

e)d) \_\_\_\_\_ quantity and timing of monthly power deliveries (including Project ability to respond to dispatch orders from the Company) and an hourly generation profile (12X24 profile minimum, 8760 preferred) in Excel or other spreadsheet format with all formulae intact;

d)e) \_\_\_\_\_ proposed site location and electrical interconnection point;

*(continued)*

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# ROCKY MOUNTAIN POWER

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P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

- I. B. **Procedures** (continued)
2. To obtain an indicative pricing proposal with respect to a proposed Project, the QF Owner shall provide in writing to the Company, general project information reasonably required for the development of indicative pricing. A Project is defined as an existing or proposed QF that desires to make sales to the Company and that can satisfy the requirements of Schedule 38. General project information shall at least include, but not be limited to:
- a) a general description of the QF project and the QF Owner, including email address and other contact information;
  - b) generation technology and other related technology applicable to the site;
  - c) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system;
  - d) quantity and timing of monthly power deliveries (including Project ability to respond to dispatch orders from the Company) and an hourly generation profile (12X24 profile minimum, 8760 preferred) in Excel or other spreadsheet format with all formulae intact;
  - e) proposed site location and electrical interconnection point;
  - a)f) proposed on-line date (date on which deliveries of energy will commence) and outstanding permitting requirements;
  - b)g) \_\_\_\_\_ demonstration of ability to obtain QF status (FERC Form 556);
  - e)h) \_\_\_\_\_ fuel type(s) and source(s);
  - d)i) plans for fuel and transportation agreements, including plans for what party or parties will pay transmission costs (motive force plans);
  - e)j) proposed contract term and pricing provisions (i.e., fixed, escalating, indexed, non-firm/as-available); not to exceed the maximum length for a QF as established by the Wyoming Public Service Commission; and,
  - k) status of interconnection arrangements including interconnection queue number, and;

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First Revision of Sheet No. 38-3  
Canceling Original Sheet No. 38-3

P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

f) other information promptly and reasonably requested by the Company.

2-3. Within seven (7) days of its receipt of a request for indicative pricing and supporting materials as specified in Paragraph 2 above, the Company shall confirm its receipt of the request and notify the QF Owner whether the request includes all of the required information or, if not, what additional information is needed to complete the request. The Company is not obligated to provide indicative pricing until the QF Owner provides all information described in Paragraph 2 to the Company in writing. The Company shall not be obligated to provide an indicative pricing proposal until all information described in Paragraph 2 has been received in writing from the QF owner. Within 30 calendar days following receipt of all information required in Paragraph 2, the Company will make reasonably diligent efforts to shall provide the QF Owner with an indicative pricing proposal, which may include other indicative terms and conditions, tailored to the individual characteristics of the proposed Project within 30 calendar days after the Company notifies the QF Owner that its request for indicative pricing is complete. If the Company is unable to provide an indicative pricing proposal in the allotted time period, the Company will notify the QF Owner and provide an estimate of the time needed to complete the indicative pricing proposal along with an explanation of the reasons that such additional time is required. An indicative pricing Such proposal may be used by the QF Owner to make determinations regarding Project planning, financing and feasibility. —However, indicative pricing proposals 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 and accepted for filing by the Wyoming Public Service Commission, and the Company has the right to update indicative pricing at any time prior to such execution and acceptance by the Wyoming Public Service Commission. —Upon request, the Company shall provide with the indicative prices a description of the methodology used to develop the prices. If the QF

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P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

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Owner requests back-up data for its indicative pricing, it shall either first enter into a non-disclosure agreement with the Company to protect the Company's proprietary information, or indicate to the Company that it wants a non-confidential version of such data.

*(continued)*

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P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

I. B. **Procedures** (continued)

3. Within seven (7) days of its receipt of a request for indicative pricing and supporting materials as specified in Paragraph 2 above, the Company shall confirm its receipt of the request and notify the QF Owner whether the request includes all of the required information or, if not, what additional information is needed to complete the request. The Company is not obligated to provide indicative pricing until the QF Owner provides all information described in Paragraph 2 to the Company in writing. The Company will make reasonably diligent efforts to provide the QF Owner with an indicative pricing proposal, which may include other indicative terms and conditions, tailored to the individual characteristics of the proposed Project within 30 calendar days after the Company notifies the QF Owner that its request for indicative pricing is complete. If the Company is unable to provide an indicative pricing proposal in the allotted time period, the Company will notify the QF Owner and provide an estimate of the time needed to complete the indicative pricing proposal along with an explanation of the reasons that such additional time is required. An indicative pricing proposal may be used by the QF Owner to make determinations regarding Project planning, financing and feasibility. However, indicative pricing proposals 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 and accepted for filing by the Wyoming Public Service Commission, and the Company has the right to update indicative pricing at any time prior to such execution and acceptance by the Wyoming Public Service Commission. Upon request, the Company shall provide with the indicative prices a description of the methodology used to develop the prices. If the QF Owner requests back-up data for its indicative pricing, it shall either first enter into a non-disclosure agreement with the Company to protect the Company's proprietary information, or indicate to the Company that it wants a non-confidential version of such data.

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P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

4. If the QF Owner desires to proceed with the Project after reviewing the Company's indicative proposal, it shall request in writing that the Company prepare a draft power purchase agreement to serve as the basis for negotiations between the parties. In order for the request for a draft power purchase agreement to be considered complete,~~in connection with such request,~~ the QF Owner shall 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.2;
  - 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; and,
  - f) evidence that any necessary interconnection studies have been completed and assurance that the necessary interconnection arrangements are being made in accordance with Part II-;
  - g) information describing the QF Owner, including name, address, and ownership organization chart; and
  - h) other information promptly and reasonably requested by the Company.
5. Within seven (7) days of its receipt of a request for a power purchase agreement and the information specified in Section I.B.5, the Company shall confirm its receipt of the request and notify the QF Owner if the request includes all of the required information or, if not, what additional information is needed to complete the request. The Company shall is not be obligated to provide the QF Owner with a draft power purchase agreement until the QF Owner provides all

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

information required pursuant to Paragraph 4 ~~has been received by~~ the Company in writing. ~~Within 45 calendar days following receipt of all information required pursuant to Paragraph 4,~~ the Company will make reasonably diligent efforts to ~~shall~~ provide the QF o Owner with a draft power purchase agreement containing a comprehensive set of proposed terms and conditions, including the then current indicative ~~specific~~ pricing proposal ~~for purchases from the P~~ for the project, within 45 calendar days after the Company notifies the QF Owner that its request for a draft power purchase agreement is complete. If the Company is unable to provide a draft power purchase agreement in the allotted time period, the Company will notify the QF Owner and provide an estimate of the time needed to complete the draft power purchase agreement along with an explanation of the reasons that such additional time is required. ~~Such~~ The draft power purchase agreement shall serve as the basis for subsequent negotiations between the parties and, ~~unless clearly indicated, shall is not be construed as a binding proposal by~~ on the Company.

6. Absent Commission approval to the contrary for good cause shown, a power purchase agreement executed under this Schedule shall include the following terms and conditions, among others:
- a) For new QFs, the scheduled commercial operation date, must not be greater than thirty (30) months after the execution date of the power purchase agreement;
  - b) For QFs with a currently effective power purchase agreement, the delivery term for any subsequent power purchase agreement must not begin more than thirty (30) months after the execution date of such subsequent agreement;
  - c) The QF Developer must provide 100% of the project development security within 30 days of the date the power purchase agreement has been filed with the Commission; and
  - d) The Company will retain the Green Tags associated with a QF's output.

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

- I. B. **Procedures** (continued)
4. If the QF Owner desires to proceed with the Project after reviewing the Company's indicative proposal, it shall request in writing that the Company prepare a draft power purchase agreement to serve as the basis for negotiations between the parties. In order for the request for a draft power purchase agreement to be considered complete, the QF Owner shall 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.2;
  - 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; and,
  - f) evidence that any necessary interconnection studies have been completed and assurance that the necessary interconnection arrangements are being made in accordance with Part II;
  - g) information describing the QF Owner, including name, address, and ownership organization chart; and
  - h) other information promptly and reasonably requested by the Company.
5. Within seven (7) days of its receipt of a request for a power purchase agreement and the information specified in Section I.B.5, the Company shall confirm its receipt of the request and notify the QF Owner if the request includes all of the required information or, if not, what additional information is needed to complete the request. The Company is not obligated to provide the QF Owner with a draft power purchase agreement until the QF Owner provides all information required pursuant to Paragraph 4 to the Company in writing.

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

67. After reviewing the draft power purchase agreement, the QF eOwner shall prepare an initial set of written comments and proposals regarding the draft power purchase agreement and shall provide such comments and proposals, or notice that it has none, to the Company. The Company ~~shall is~~ not ~~be~~ obligated to commence negotiations with a QF eOwner until the ~~Company has received~~ QF Owner provides an initial set of written comments and proposals ~~from the QF owner~~. Following the Company's receipt of such comments and proposals, the QF eOwner shall 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) ~~shall will~~ not unreasonably delay negotiations and ~~shall will~~ respond in good faith to any additions, deletions or modifications to the draft power purchase agreement ~~that are~~ proposed by the QF eOwner;
  - b) may request to visit the site of the proposed Project ~~if such a visit has not previously occurred~~;
  - c) ~~shall will~~ update its pricing proposals at any time before the power purchase agreement is executed and accepted for filing by the Wyoming Public Service Commission ~~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 QF eOwner necessary to finalize the terms of the power purchase agreement and satisfy the Company's due diligence with respect to the Project; and,
  - e) shall resolve any disputes related to power purchase agreement terms consistent with Part III of this tariff.

*(continued)*

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**Avoided Cost Purchases from  
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# ROCKY MOUNTAIN POWER

First Revision of Sheet No. 38-6  
Canceling Original Sheet No. 38-6

P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

### I. B. Procedures (continued)

The Company will make reasonably diligent efforts to provide the QF Owner with a draft power purchase agreement containing a comprehensive set of proposed terms and conditions, including the then current indicative pricing proposal for the project, within 45 calendar days after the Company notifies the QF Owner that its request for a draft power purchase agreement is complete. If the Company is unable to provide a draft power purchase agreement in the allotted time period, the Company will notify the QF Owner and provide an estimate of the time needed to complete the draft power purchase agreement along with an explanation of the reasons that such additional time is required. The draft power purchase agreement shall serve as the basis for subsequent negotiations between the parties and is not binding on the Company.

6. Absent Commission approval to the contrary for good cause shown, a power purchase agreement executed under this Schedule shall include the following terms and conditions, among others:

- a) For new QFs, the scheduled commercial operation date, must not be greater than thirty (30) months after the execution date of the power purchase agreement;
- b) For QFs with a currently effective power purchase agreement, the delivery term for any subsequent power purchase agreement must not begin more than thirty (30) months after the execution date of such subsequent agreement;
- c) The QF Developer must provide 100% of the project development security within 30 days of the date the power purchase agreement has been filed with the Commission; and
- d) The Company will retain the Green Tags associated with a QF's output.

78. The Company is not obligated to prepare and forward a final

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

~~executable version of the power purchase agreement until~~ When both parties are in full agreement ~~as to~~with all terms and conditions of the draft power purchase agreement, ~~T~~the Company ~~shall~~will prepare and forward a final executable version of the power purchase agreement to the QF Owner within 45 calendar days after the date the parties indicate full agreement to all terms and conditions of the draft power purchase agreement ~~a final, executable version of the agreement~~. The Company reserves the right to condition execution of the power purchase agreement upon simultaneous execution of an interconnection agreement between the QF Owner and the Company's power delivery function, as discussed in Part II. Prices and other terms and conditions in the power purchase agreement ~~shall not be~~are not final and binding until the power purchase agreement ~~has been~~is executed by both parties and accepted for filing by the Wyoming Public Service Commission ~~accepts the agreement for filing~~.

### II. Process for Negotiating Interconnection Agreements

In addition to negotiating a power purchase agreement, QF Owners 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 ~~is not obligation obligated~~to make purchases from a QF Owner until that QF Owner is conditioned upon the consummation ~~consummates~~ of all necessary interconnection arrangements required under this Section.

~~It is recommended that the owner~~QF Owners should initiate ~~its~~requests for interconnection as early in the planning process as possible, to 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~~

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

agreements requests are handled by a different functions within the Company than power purchase agreements are. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's power delivery function. Because the power delivery function employees are generally prohibited by law from communicating with the employees that negotiate power purchase agreements about another company's interconnection requests, and the law requires that their files systems and work spaces also be separate, QF Owners must independently request QF interconnection service from the power delivery function as set forth in Section II.A below.

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

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**I. B. Procedures (continued)**

7. After reviewing the draft power purchase agreement, the QF Owner shall prepare an initial set of written comments and proposals regarding the draft power purchase agreement and shall provide such comments and proposals, or notice that it has none, to the Company. The Company is not obligated to commence negotiations with a QF Owner until the QF Owner provides an initial set of written comments and proposals. Following the Company's receipt of such comments and proposals, the QF Owner shall 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 proposed by the QF Owner;
- b) may request to visit the site of the proposed Project;
- c) will update its pricing proposals at any time before the power purchase agreement is executed and accepted for filing by the Wyoming Public Service Commission 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 QF Owner necessary to finalize the terms of the power purchase agreement and satisfy the Company's due diligence with respect to the Project; and,
- e) shall resolve any disputes related to power purchase agreement terms consistent with Part III of this tariff.

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

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### II. A. Communications

Initial communications regarding interconnection agreements should be directed to the Company in writing as follows:

PacifiCorp Transmission  
Transmission Account Management  
825 NE Multnomah St, Suite 1600  
Portland, Oregon 97232

Based on the Project size and other characteristics, the Company shall direct the QF ~~owner~~Owner to the appropriate individual within the Company's power delivery function responsible for negotiating the interconnection agreement with the QF ~~owner~~Owner. Thereafter, the QF ~~owner~~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) completion of studies to determine the system impacts associated with the interconnection and the design, cost, and schedules for constructing any necessary interconnection facilities, (3) execution of an Interconnection Facilities Agreement to address facility construction, testing and acceptance, and (4) execution of an Interconnection Operation and Maintenance Agreement to address ownership and operation and maintenance issues.

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

### I. B. Procedures (continued)

8. The Company is not obligated to prepare and forward a final executable version of the power purchase agreement until both parties are in full agreement with all terms and conditions of the draft power purchase agreement. The Company will prepare and forward a final executable version of the power purchase agreement to the QF Owner within 45 calendar days after the date the parties indicate full agreement to all terms and conditions of the draft power purchase agreement. The Company reserves the right to condition execution of the power purchase agreement upon simultaneous execution of an interconnection agreement between the QF Owner and the Company's power delivery function, as discussed in Part II. Prices and other terms and conditions in the power purchase agreement are not final and binding until the power purchase agreement is executed by both parties and accepted for filing by the Wyoming Public Service Commission.

### II. Process for Negotiating Interconnection Agreements

In addition to negotiating a power purchase agreement, QF Owners intending to make sales to the Company are 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 is not obligated to make purchases from a QF Owner until that QF Owner consummates all necessary interconnection arrangements required under this Section.

QF Owners should initiate requests for interconnection as early in the planning process as possible, to 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 requests are handled by a

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P.S.C. Wyoming No. 16

## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

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different function within the Company than power purchase agreements are.

### II. B. Procedures (continued)

For interconnections ~~impacting—that impact~~ the Company's Transmission System, the Company shall process the interconnection application through PacifiCorp Transmission Services following the procedures for studying the generation interconnection described in the latest version of the Company's Open Access Transmission Tariff, PacifiCorp FERC Electric Tariff, Volume No. 11 Open Access Transmission Tariff (OATT) on file with the Federal Energy Regulatory Commission. A copy of the OATT is available on-line at: <http://www.oasis.oati.com/ppw>.

For interconnections ~~impacting—that only impact~~ the Company's Distribution System ~~only~~, the Company will process the interconnection application through the Manager – QF Contracts at the address shown in Part I. A.

### III. Process for Filing a Complaint with the Commission on Contract Terms

Before filing a complaint with the Wyoming Public Service Commission on any specific power purchase agreement term not agreed upon between the ~~counterparty~~ QF Owner and the Company, ~~a counterparty~~ the QF Owner must ~~wait 60 calendar days from the date it notifies~~ provide the Company 60 days advanced notice in writing that it cannot reach agreement on a specific term to allow the parties time to attempt to negotiate a potential resolution on the disputed term. This includes but is not limited to any disputes that are not resolved through the procedures set forth in Part I. B. 6.

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

### II. Process for Negotiating Interconnection Agreements (continued)

Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's power delivery function. Because the power delivery function employees are generally prohibited by law from communicating with the employees that negotiate power purchase agreements about another company's interconnection requests, and the law requires that their files systems and work spaces also be separate, QF Owners must independently request QF interconnection service from the power delivery function as set forth in Section II.A below.

#### A. Communications

Initial communications regarding interconnection agreements should be directed to the Company in writing as follows:

PacifiCorp Transmission  
Transmission Account Management  
825 NE Multnomah St, Suite 1600  
Portland, Oregon 97232

Based on the Project size and other characteristics, the Company shall direct the QF Owner to the appropriate individual within the Company's power delivery function 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.

### IV. Transmission Capacity and Avoided Costs Pricing (continued)

If a QF project is located in a geographic location that is transmission constrained or in which transmission capacity is physically available, but

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

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contractually constrained or unavailable, a QF project has two options regarding how proposed but not yet in-service transmission projects are treated in the calculation of avoided costs pricing:

- 1) The QF Owner may elect to receive avoided cost pricing that contains two price streams: one stream that assumes proposed transmission projects are not completed, and a second price stream that assumes proposed transmission projects are completed. If this election is made, the first price stream that assumes proposed transmission projects are not completed will be in effect unless and until proposed transmission projects are energized and placed into service and the resulting incremental transmission capacity eliminates the QF deliverability restrictions.
- 2) The QF Owner may elect to receive an avoided cost price based on transmission availability at the time indicative pricing is requested, which means the price assumes proposed transmission projects are not completed.

At the time a pricing request is made under Section I.B.2, the QF Owner shall inform the Company as to which option it desires. If no selection is made by the QF Owner, the Company will provide pricing based on option 2.

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# ROCKY MOUNTAIN POWER

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## Avoided Cost Purchases from Non-Standard Qualifying Facilities Schedule 38

### II. Process for Negotiating Interconnection Agreements (continued)

#### B. Procedures

Generally, the interconnection process involves (1) initiating a request for interconnection, (2) completion of studies to determine the system impacts associated with the interconnection and the design, cost, and schedules for constructing any necessary interconnection facilities, (3) execution of an Interconnection Facilities Agreement to address facility construction, testing and acceptance, and (4) execution of an Interconnection Operation and Maintenance Agreement to address ownership and operation and maintenance issues.

For interconnections that impact the Company's Transmission System, the Company shall process the interconnection application through PacifiCorp Transmission Services following the procedures for studying the generation interconnection described in the latest version of the Company's Open Access Transmission Tariff, PacifiCorp FERC Electric Tariff, Volume No. 11 Open Access Transmission Tariff (OATT) on file with the Federal Energy Regulatory Commission. A copy of the OATT is available on-line at: <http://www.oasis.oati.com/ppw>.

For interconnections that only impact the Company's Distribution System, the Company will process the interconnection application through the Manager – QF Contracts at the address shown in Part I. A.

### III. Process for Filing a Complaint with the Commission on Contract Terms

Before filing a complaint with the Wyoming Public Service Commission on any specific power purchase agreement term not agreed upon between the QF Owner and the Company, the QF Owner must provide the Company 60 days advanced notice in writing that it cannot reach agreement on a specific term to allow the parties time to attempt to negotiate a potential resolution on the disputed term. This includes but is not limited to any disputes that are not resolved through the procedures set forth in Part I. B. 6.

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### IV. Transmission Capacity and Avoided Costs Pricing

If a QF project is located in a geographic location that is transmission constrained or in which transmission capacity is physically available, but contractually constrained or unavailable, a QF project has two options regarding how proposed but not yet in-service transmission projects are treated in the calculation of avoided costs pricing:

- 1) The QF Owner may elect to receive avoided cost pricing that contains two price streams: one stream that assumes proposed transmission projects are not completed, and a second price stream that assumes proposed transmission projects are completed. If this election is made, the first price stream that assumes proposed transmission projects are not completed will be in effect unless and until proposed transmission projects are energized and placed into service and the resulting incremental transmission capacity eliminates the QF deliverability restrictions.
- 2) The QF Owner may elect to receive an avoided cost price based on transmission availability at the time indicative pricing is requested, which means the price assumes proposed transmission projects are not completed.

At the time a pricing request is made under Section I.B.2., the QF Owner shall inform the Company as to which option it desires. If no selection is made by the QF Owner, the Company will provide pricing based on option 2.

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