

**INTERGOVERNMENTAL AGREEMENT  
FOR POWER SCHEDULING AND SERVICES BETWEEN  
THE CITY OF PORTLAND AND EUGENE WATER and ELECTRIC BOARD**

City of Portland Agreement No. \_\_\_\_\_

This Intergovernmental Agreement for Power Scheduling and Services (**Agreement**) is between the City of Portland, a municipality of the State of Oregon (**City**), and the Eugene Water & Electric Board, a municipal utility in the State of Oregon (**EWEB**). This Agreement may refer to the City and EWEB individually as a Party or jointly as the Parties.

**RECITALS**

**WHEREAS**, the City desires to purchase from EWEB, and EWEB desires to provide to the City, certain power scheduling services as may be required in the operation of the Portland Hydroelectric Project (PHP), located in the Bull Run watershed to which the City has the sole and exclusive generation rights to the energy;

**WHEREAS**, some services EWEB provides to the City are subject to Reliability Standards that the Federal Energy Regulatory Commission (FERC) has approved and with which users, owners and operators of the bulk power system are required to comply;

**WHEREAS**, the provision of services by EWEB pursuant to this Agreement provides value to EWEB and its customers;

**WHEREAS**, EWEB will be fully compensated by the City for the provision of services contemplated by this Agreement;

**WHEREAS**, both the City and EWEB have taken all actions required under applicable charters and law to authorize the execution and performance of this Agreement;

**NOW, THEREFORE**, the City and EWEB agree as follows:

A. Definitions

“**Agreement**” means this Power Scheduling and Services Agreement.

EXHIBIT A OF CITY OF PORTLAND ORDINANCE

“**Business Day**” means Monday through Friday except for federal holidays.

“**As-Available Energy**” means any actual energy above the Feasible Specified Amount Schedule.

“**Effective Date**” has the meaning set forth in Section B.1.

“**Feasible Specified Amount Schedule**” means the hourly schedule that is calculated in the Financial Dispatch Model.

“**FERC**” has the meaning set forth in the recitals.

“**Initial Term**” has the meaning set forth in Section B.1.

“**Negative Price Event**” means a market event in which the City reasonably anticipates that market prices will be less than zero.

“**PGE**” means Portland General Electric.

“**PGE Generation Priority**” means the preferred hours of dispatch in priority order as set forth in Exhibit B.

“**PHP**” has the meaning set forth in the recitals.

“**Physical Dispatch Model**” means the spreadsheet model in a format that is agreeable to EWEB and the City for preschedule purposes as described in Section C.4.

“**PPT**” means Pacific Prevailing Time.

“**Financial Dispatch Model**” means the spreadsheet model in a format that is agreeable to EWEB and the City which is used to calculate the inputs as described in Section D.2.

“**Renewal Term**” has the meaning set forth in Section B.1.

“**Specified Amount**” means the daily volume of energy to be scheduled by EWEB on behalf of the City in Exhibit A.

“**Term**” has the meaning set forth in Section B.1.

“**WECC Pre-Scheduling Day**” means the day prior to the delivery day or day(s) as defined by the most recent WECC Pre-Schedule calendar. For example, if Seller pre-schedules on a Thursday, the relevant WECC Pre-Scheduling Day for that day will typically be for delivery days of Friday and Saturday.

“**WECC**” means the Western Electricity Coordinating Council.

B. Term

1. Unless terminated earlier in accordance with the provisions of this Agreement, this Agreement shall become effective on July 1st, 2022 (Effective Date) and continue in effect until 11:59:59 PM on June 30, 2027 (Initial Term). This Agreement shall be automatically renewed thereafter for successive terms of one (1) year (each a Renewal Term) unless either Party gives written notice to terminate this Agreement. The Renewal Term(s), if any, and the Initial Term are collectively referred to herein as the Term; provided however, that either Party may exercise its rights to terminate under the provisions of Sections B.2, B.3, and B.4.
2. Either Party may terminate this Agreement, at any time with or without cause, upon the giving of one hundred twenty (120) calendar days' written notice to the other Party.
3. Upon a material breach of this Agreement, a written notice of the default shall be given to the defaulting Party. If the default is cured within thirty (30) calendar days of receipt of written notice, this Agreement will continue in full force and effect. If said default is not cured within thirty (30) calendar days of receipt of written notice, the non-defaulting Party may terminate this Agreement by giving ninety (90) calendar days' written notice of termination.
4. In the event that the Parties cannot agree to fee adjustments as further described in Section E.2 herein, either Party may terminate this Agreement upon the giving of 120 calendar days' written notice to the other Party.
5. After termination by either Party, the obligations that are then accrued and existing under this Agreement at the time of termination shall continue in full force and effect and shall be performed by the Party under a duty to perform such obligation until such time as all such obligations are fully performed. All obligations shall be preserved until satisfied.

C. The City Responsibilities

The Parties understand that PGE referenced in this Agreement is not party to this Agreement. Therefore, the City has primary responsibility to ensure that PGE staff are providing all necessary data needed for EWEB to perform its responsibilities under this Agreement. In order for EWEB to provide the services listed in Section D.1 and Exhibit A of this Agreement, the City agrees to provide the following information to EWEB, which includes but is not limited to the following;

1. Prior to execution of this Agreement, the City will provide EWEB with Exhibit A which identifies the Specified Amount. An updated version of Exhibit A will be made available to EWEB annually on or before September 1st of each year during the Term of this Agreement. The Specified Amount shall be scheduled using the Financial Dispatch Model, which the City will supply to EWEB.
2. Prior to execution of this Agreement, the City will provide EWEB with Exhibit B, establishing the PGE Generation Priority. An updated version of Exhibit B will be made available to EWEB annually on or before September 1st during the Term of this Agreement.
3. The City will provide EWEB with Exhibit D, Project Operational Parameters, establishing the restrictions placed by FERC, the Oregon Department of Ecology and the City's Habitat Conservation Plan for the operation of the PHP.
4. The City will provide a spreadsheet-based Physical Dispatch Model to EWEB so that EWEB can develop a pre-schedule plan for the dispatch of the project actual available energy in accordance with the Feasible Specified Amount Schedule. The Physical Dispatch Model will allocate the Feasible Specified Amount Scheduled and any As-Available Energy into the most valuable hours and generate an hourly target schedule for the day.

D. Scope of Work

The services to be provided by EWEB to City, and information City will provide to EWEB during the Term of this Agreement for power scheduling and tagging services of Portland Hydroelectric Project (PHP), located in the Bull Run watershed are further detailed in Exhibit E.

## EXHIBIT A OF CITY OF PORTLAND ORDINANCE

1. EWEB and the City recognize that at times EWEB staff may take action or fail to take actions that may result in penalties. If EWEB takes actions or fails to take actions that result in a scheduling penalty imposed by PGE or other operations penalty, EWEB shall notify the City on a timely basis and attempt to mitigate any such penalty on behalf of, or in concert with, the City. Regardless of whether or not penalties are enforced or waived in full or in part, the Parties shall review the actions or lack of actions that led to the penalty being assessed and develop a strategy for reducing or eliminating the likelihood of future occurrences. If the Parties are unable to agree on a sharing of a penalty amount under this Agreement, then any dispute will be resolved pursuant to Section G, but in no event, shall EWEB's share of the penalties exceed the sum of the most recent prior three (3) months service charges under this Agreement for any time period of three (3) calendar months on a rolling basis.

### E. Price

1. During the term of this Agreement, the City shall pay EWEB a flat monthly fee each calendar month for services provided under Section D of this Agreement. If this Agreement is commenced or terminated prior to the end of any month, the price shall be proportionately adjusted to reflect that portion of the month for which the Agreement was effective. The Parties hereby agree that the flat monthly fee shall be \$16,000. This monthly fee (or prorated portion thereof) shall commence on the Effective Date and such fee shall increase annually by 3% beginning on January 01 following the first anniversary of the Effective Date.
2. In the event that EWEB's costs associated with the provision of services contemplated herein exceed the negotiated fee structure as stated in Section E.1, EWEB shall provide the City with one hundred twenty (120) calendar days' advance notice of its intent to increase the fees accordingly so that the proposed increase could be negotiated and incorporated into the City's budget cycle; provided that no such notice shall be given before the first anniversary of this Agreement. Such notice to the City shall include an explanation for the increase in fees, and the proposed flat monthly fee. After receipt of the one hundred twenty (120) calendar day notice, the City has thirty (30) calendar days to object in writing to the increase in fees. If the City objects to the proposed increase in fees the Parties agree to make a good faith

## EXHIBIT A OF CITY OF PORTLAND ORDINANCE

effort to reach an agreement on the fees within the end of the one hundred twenty (120) calendar day notice period. If after said one hundred twenty (120) calendar days no agreement has been reached as to an increase in fees, EWEB's proposed fees shall become part of and be subject to this Agreement. The new fees will be effective on the next month's bill.

3. If the Parties cannot agree to pricing adjustments provided for under Section D. 2, either Party may terminate this Agreement pursuant to Section A. 4.

### F. Invoicing and Payment

1. The City's policy is to pay its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, EWEB shall execute the City's standard ACH Vendor Payment Authorization Agreement which the City will make available to EWEB.
2. Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into EWEB's accounts with financial institutions. All payments shall be in United States currency.
3. Audits: The Parties have the authority to audit each other's records associated with this Agreement. The Parties shall fully cooperate with the other's audit of the records at any time. The City reserves the right to request additional documentation to support EWEB's compliance with the Agreement and on the progress of work, Services, or actions required from EWEB. Each Party shall bear its own expenses with respect to the auditing process, but said expenses shall be recoverable by the prevailing Party in any billing dispute resolved through mediation or litigation as described in Section G.
4. Invoicing: Invoices submitted by EWEB to the City shall only be submitted to the Portland Water Bureau Finance Office electronically.

Email address is as follows: [wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov)

## EXHIBIT A OF CITY OF PORTLAND ORDINANCE

EWEB shall submit an invoice for all services for the preceding month no later than the 10th calendar day of each month.

All invoices shall include the City's Agreement number, the City Project Manager, and the following statement bearing the name of EWEB's representative who approved the invoice: "By submitting this invoice to City, [EWEB representative] certifies that, to the best of his or her knowledge EWEB is entitled to the payment requested under the terms and conditions of their Agreement."

5. **Payment Processing.** Payment from City is due thirty (30) calendar days from receipt of an invoice from EWEB. If City has notice, or with reasonable diligence could have had notice, of any valid reason for disputing any portion of an invoice, City will so notify EWEB in writing within thirty (30) calendar days of receipt of invoice by City, and if no such notification is given, the invoice will be deemed valid. The portion of an invoice that is not in dispute shall be paid in accordance with the procedures set forth herein. Any portion of the invoice in dispute shall be resolved in accordance with Section G of this Agreement within thirty (30) calendar days of the receipt by EWEB of the notice from City as provided in Section I. Any court costs or other reasonable costs incurred by EWEB in collection of delinquent accounts, excluding any attorney fees, shall be paid by City only to the extent that such outstanding amounts are determined to be due EWEB by a final, non-appealable decision of a court of competent jurisdiction. Any court costs or other reasonable costs incurred by the City with respect to a payment dispute, excluding attorney fees, shall be paid by EWEB only to the extent that such outstanding amounts are determined to be due the City by a final, non-appealable decision of a court of competent jurisdiction.
6. All bills shall be addressed and sent in accordance with Exhibit C.
7. Amounts not paid on or before the due date shall be payable with interest calculated daily, at a rate equal to 200 basis points above the per annum Prime Rate reported daily in the Wall Street Journal for the period beginning on the day after the due date and ending on the day of payment, provided that such interest shall not exceed the amount permitted by law.

G. Dispute Resolution

All disputes in connection with bills rendered hereunder shall be noticed to EWEB by the City within one (1) year and sixty (60) calendar days from the date of receipt of the disputed bill. The Parties agree to attempt to resolve any dispute arising from this Agreement through the use of a mutually- agreed upon mediator. Should the Parties fail to resolve their dispute through mediation, they shall have the right to pursue all available remedies under the law in a court of competent jurisdiction.

H. Cooperation

The Parties shall reasonably cooperate in supplying any information or filings required to perform the services under this Agreement.

I. Notices

All notices, requests, statements or payments shall be made as specified in Exhibit C. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service or PDF. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

**To THE CITY:**

Via UPS, FEDEX or similar:

Hydroelectric Project Manager  
City of Portland  
400 SW 6<sup>th</sup> Avenue, Room 3-125  
Portland, OR 97204  
Work: (503) 823-6107  
[Glenn.pratt@portlandoregon.gov](mailto:Glenn.pratt@portlandoregon.gov)

Via USPS:

Hydroelectric Project Manager  
City of Portland  
1120 SW 5<sup>th</sup> Avenue, Room 530  
Portland, OR 97240



EXHIBIT A OF CITY OF PORTLAND ORDINANCE

Work: (503) 823-6107  
[Glenn.pratt@portlandoregon.gov](mailto:Glenn.pratt@portlandoregon.gov)

**To EWEB:**

Trading Operations Supervisor  
Eugene Water & Electric Board  
4200 Roosevelt Blvd.  
Eugene, OR 97402  
Telephone: 541-685-7338, Facsimile: 541-685-7338

J. Operational Communications

The Parties agree that notices or communications necessary in the performance of routine operational matters contemplated by this Agreement shall be sufficiently given if made orally in person or by telephone and confirmed in writing by facsimile, email or other electronic means if requested by the receiving Party.

**To THE CITY:**

Hydroelectric Project Manager  
City of Portland  
400 SW 6<sup>th</sup> Avenue, Room 3-125  
Portland, OR 97204  
Work: (503) 823-6107  
[Glenn.pratt@portlandoregon.gov](mailto:Glenn.pratt@portlandoregon.gov)

**To EWEB:**

Day Ahead Lead  
Email: [katrina.starr@eweb.org](mailto:katrina.starr@eweb.org)  
Telephone: 541-685-7349

Day Ahead Scheduler  
Telephone: 541-685-7558

Real-time/Generation Desk (24/7)  
[realtime.realtime@eweb.org](mailto:realtime.realtime@eweb.org)  
Telephone: 541-685-7555  
Cell Contact: 541-954-2572

K. Indemnification/Liability

## EXHIBIT A OF CITY OF PORTLAND ORDINANCE

1. Each Party will, to the extent allowed by law, defend, indemnify and hold the other Party, its commissioners, directors, officers, agents and employees, harmless from and against any liability, loss, costs and expenses (but limited as to tort claims to an amount not to exceed the limitations of the Oregon Tort Liability Law as set forth in ORS Chapter 30) on account of physical injury to third persons or physical damage to their property arising out of the performance or non-performance of this Agreement, unless such physical injury or damage resulted in whole or in part from the negligence or willful action of the other Party; provided, however, that each Party shall be solely responsible for the payment of claims to its employees for injuries occurring in connection with their employment or arising out of any Workers' Compensation Law.
  
2. Neither EWEB, nor its commissioners, officers, agents or employees shall be liable to the City for any damages arising out of the performance of this Agreement, excluding those instances where EWEB takes actions or fails to take actions that may result in penalties as provided for in D.11, and the City hereby releases EWEB, its commissioners, officers, agents and employees of and from all liability for damages arising out of such acts or omissions which may develop, except in the case of negligence on the part of EWEB, whether such damages are for personal injury, death, property damage, business loss, or whether considered direct, indirect, consequential, exemplary or otherwise, and except qualified by Section K. hereof. Neither the City, nor its commissioners, officers, agents or employees shall be liable to EWEB for any damages arising out of the performance of this Agreement, and EWEB hereby releases the City, its commissioners, officers, agents and employees of and from all liability for damages arising out of such acts or omissions which may develop, except in the case of negligence on the part of the City, whether such damages are for personal injury, death, property damage, business loss, or whether considered direct, indirect, consequential, exemplary or otherwise, and except qualified by Section K. hereof.

### L. Uncontrollable Forces.

Neither Party shall be considered to be in default in performance of its obligations under this Agreement (other than obligations of said Party to make payments of bills rendered hereunder) if prevented from fulfilling such obligation by reason of an uncontrollable force. The term "Uncontrollable Force" means any cause beyond the control of the Party affected, including but not restricted to, failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, other natural catastrophes, war, riot, airplane crash, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority. An "Uncontrollable Force" must be a force which, by exercise of due diligence, the affected Party could not reasonably have been expected to avoid and which, by exercise of due diligence, it is not able to overcome. No Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or is due to removable or remediable causes that it fails to remove or remedy with reasonable dispatch. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch. In no event shall unavailability of funds be deemed to be an Uncontrollable Force.

M. Miscellaneous

1. The laws of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. Each Party agrees that any action arising out of or in connection with this Agreement shall be brought, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
2. Except in connection with a merger or the sale of a majority of its properties, neither Party may voluntarily assign this Agreement or any part thereof without the prior written consent of the other Party.
3. This Agreement shall be binding upon and inure to the benefits of the respective successors and assigns of the Parties subject to the rights of termination set forth in Section B and the limitations set forth in Section M.2., hereof.

## EXHIBIT A OF CITY OF PORTLAND ORDINANCE

4. A waiver at any time by a Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitation, in asserting or enforcing any right hereunder shall be deemed a waiver of such right.
5. The terms and conditions in this Agreement constitute the entire Agreement between the Parties at this time as to the subject matter herein. However, this Agreement may be amended or modified by the mutual consent of the Parties in the form of duly authorized, executed written amendments or supplements.
6. Section, subsection headings, and page numbers in this Agreement are for convenience only and are not to be construed as a part hereof or in any way limiting or amplifying the provisions hereof.
7. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. In the event that any term, covenant or condition of this Agreement shall be held invalid as to either Party or circumstance by any court or government agency having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect to the extent consistent with the original intent of the Parties.
9. Except as expressly contained herein to the contrary, nothing contained herein shall be construed or interpreted in any manner whatsoever to create rights in or to grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein, and all attempts by any third party to exercise any such right shall be automatically null and void.
10. Each Party shall be responsible for the processing of public records requests directed to it, and for all costs, fees and penalties associated with the processing of such or errors thereto. Upon discovery that records sought include records created or held by the other Party, the receiving Party will notify the other Party of the request and an initial estimated response deadline.

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

**CITY OF PORTLAND**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Approved as to Form:

**EUGENE WATER & ELECTRIC BOARD**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXHIBIT A OF CITY OF PORTLAND ORDINANCE

**EXHIBIT A**  
**Specified Amount**

(to be updated annually on September 1)

Portland Hydroelectric Project													
Net Monthly Power Generation (MWH) By Calendar Year													
Power Delivered to PGE at Dunn's Corner Substation													
Nomination for Contract Year: <b>2021</b>													
Calendar Year	Month												TOTAL
	January	February	March	April	May	June	July	August	September	October	November	December	
1984	4,190	8,996	15,390	9,605	11,511	9,343	2,106	955	564	4,961	15,788	11,548	94,957
1985	2,955	5,713	7,138	14,357	5,114	6,430	1,734	1,171	2,964	5,146	11,212	5,217	69,151
1986	13,412	12,738	8,592	6,999	7,624	1,387	1,339	1,342	391	706	13,564	5,622	73,716
1987	9,179	9,668	12,606	7,255	2,417	2,093	1,334	1,567	255	(73)	(110)	8,286	54,477
1988	8,227	8,942	11,440	12,646	7,953	5,076	2,745	2,019	1,529	448	12,479	10,348	83,852
1989	15,586	7,704	16,245	13,802	6,542	2,859	2,579	1,833	1,984	869	10,226	9,152	89,381
1990	10,770	12,253	12,477	12,957	7,541	8,746	3,214	2,434	1,286	5,398	16,130	11,245	104,451
1991	11,338	13,848	8,162	12,887	9,898	4,631	3,160	2,518	1,435	229	9,687	13,474	91,267
1992	8,743	8,979	2,765	7,320	3,108	2,476	1,447	991	344	741	11,849	11,454	60,217
1993	6,305	3,866	15,655	16,116	10,736	7,080	3,756	2,272	2,310	1,099	600	8,689	78,484
1994	13,789	6,218	11,320	9,814	2,586	5,853	3,393	1,590	616	1,851	13,151	15,544	85,725
1995	12,848	12,793	8,296	8,368	7,069	3,586	2,472	2,436	1,591	8,122	16,833	14,106	98,520
1996	16,746	12,653	8,314	13,684	9,731	2,647	3,226	2,658	545	4,468	15,425	19,329	109,426
1997	15,474	11,678	17,444	14,058	7,094	3,666	4,204	2,815	1,541	9,256	9,748	9,066	106,044
1998	15,880	9,321	10,122	5,266	10,099	3,789	2,729	2,896	1,010	438	10,084	18,027	89,661
1999	14,197	13,030	9,979	7,808	12,314	7,594	3,490	2,206	2,018	570	5,580	14,734	93,520
2000	11,030	12,698	10,469	9,828	10,559	5,029	1,838	2,061	688	594	4,913	8,084	77,791
2001	5,067	5,782	7,923	8,946	8,567	4,655	2,508	2,433	1,165	401	10,074	15,887	73,408
2002	13,707	9,625	11,022	13,752	9,786	7,454	2,830	2,179	(29)	(54)	358	4,367	74,997
2003	14,571	10,489	18,044	11,302	5,720	2,733	2,642	899	386	1,095	3,882	15,181	86,944
2004	13,082	10,460	10,830	6,116	8,049	6,866	2,049	2,045	2,432	3,390	6,618	9,731	81,668
2005	6,848	3,554	5,611	10,811	7,937	4,526	2,220	2,515	577	1,453	11,007	9,818	66,877
2006	19,014	9,035	7,251	9,980	5,825	5,274	2,803	1,876	470	(4)	15,030	11,226	87,780
2007	10,948	9,756	13,609	7,941	3,435	2,322	2,246	1,433	380	2,889	6,766	13,081	74,806
2008	10,122	8,516	13,035	9,355	19,818	15,907	4,928	3,163	2,046	2,815	7,610	5,705	103,020
2009	14,088	5,440	11,370	14,314	15,417	3,958	3,064	1,897	760	1,020	10,662	9,094	91,084
2010	12,492	6,854	8,374	10,149	11,981	12,507	2,285	1,226	1,098	3,328	13,854	14,679	98,827
2011	13,082	7,230	10,133	16,236	12,660	7,490	2,610	1,627	2,241	2,708	11,281	6,570	93,868
2012	14,636	11,509	14,812	15,766	10,729	8,699	2,663	1,485	948	2,600	7,615	7,460	98,922
2013	6,299	5,037	6,757	8,258	5,099	2,464	1,234	1,425	1,376	4,101	6,259	10,158	58,467
2014	10,097	11,498	16,766	10,722	8,103	4,009	2,958	1,738	227	1,081	11,817	13,757	92,773
2015	11,615	8,209	7,485	7,843	3,308	2,210	1,432	(62)	(61)	540	8,306	14,829	65,654
2016	14,526	14,765	14,384	5,768	3,361	2,318	2,620	710	365	8,191	9,744	12,732	89,484
2017	6,595	13,945	19,582	12,816	11,732	4,851	1,841	834	44	6,897	8,173	9,193	96,503
2018	16,067	9,190	8,659	13,908	5,145	1,561	1,149	172	222	210	4,567	13,153	74,003
2019	10,615	4,020	5,092	13,836	3,426	1,512	1,135	57	373	4,210	3,303	4,807	52,386
2020	19,140	12,487	7,478	9,554	9,517	4,283	1,672	115	257	2,347	9,670	11,693	88,213
<b>1991-2020</b>													<b>84,678</b>
Average/month	12,299	9,416	10,691	10,751	8,427	5,065	2,553	1,674	913	2,553	8,816	11,521	84,678
Expected Outage	0	0	0	0	0	0	0	1,172	425	590	0	0	2,186
Percentage LT Mean Nominated	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
Monthly Nomination Without Outages	8,609	6,591	7,484	7,526	5,899	3,546	1,787	1,172	639	1,787	6,171	8,065	
Monthly Nomination with Outages	8,609	6,591	7,484	7,526	5,899	3,546	1,787	0	214	1,197	6,171	8,065	
Days in Month	31	28	31	30	31	30	31	31	30	31	30	31	

EXHIBIT A OF CITY OF PORTLAND ORDINANCE

Daily Nomination Schedule												
	1	2	3	4	5	6	7	8	9	10	11	12
1	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
2	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
3	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
4	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
5	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
6	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
7	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
8	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
9	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
10	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
11	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
12	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
13	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
14	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
15	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	0.0	38.6	205.7	260.2
16	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
17	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
18	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
19	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
20	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
21	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
22	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
23	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
24	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
25	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
26	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
27	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
28	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
29	277.7	235.4	241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
30	277.7		241.4	250.9	190.3	118.2	57.7	0.0	14.3	38.6	205.7	260.2
31	277.7		241.4		190.3		57.7	0.0		38.6		260.2

EXHIBIT A OF CITY OF PORTLAND ORDINANCE

Daily Outage Schedule (% of total project Offline)												
	1	2	3	4	5	6	7	8	9	10	11	12
1	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
2	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
3	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
4	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
5	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
6	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
7	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
8	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
9	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
10	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
11	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
12	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
13	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
14	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
15	0%	0%	0%	0%	0%	0%	0%	100%	100%	33%	0%	0%
16	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
17	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
18	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
19	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
20	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
21	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
22	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
23	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
24	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
25	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
26	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
27	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
28	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
29	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
30	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%
31	0%	0%	0%	0%	0%	0%	0%	100%	33%	33%	0%	0%

<b>Notes and description of outages</b>												
PHP1 Maintenance scheduled for 4 weeks in August.												
PHP2 Maintenance scheduled for 4 weeks in August.												
PHP1 HCP Cold Water Transfer scheduled from 8/1 to 9/15.												
PHP2 HCP Cold Water Transfer scheduled from 8/1 to 10/31.												



**EXHIBIT B**  
**PGE Generation Priority**

**(To be updated by PGE Prior to 1 September of each contract year)**

HE	January	February	March	April	May	June	July	August	September	October	November	December
1	20	20	20	20	20	18	18	18	18	20	20	20
2	21	21	21	21	21	19	19	19	19	21	21	21
3	22	22	22	22	22	20	20	20	20	22	22	22
4	23	23	23	23	23	21	21	21	21	23	23	23
5	24	24	24	24	24	22	22	22	22	24	24	24
6	3	3	5	5	5	23	23	23	23	5	5	3
7	2	2	3	3	3	24	24	24	24	3	3	2
8	1	1	4	4	4	16	16	16	16	4	4	1
9	7	7	10	10	10	15	15	15	15	10	10	7
10	8	8	11	11	11	14	14	14	14	11	11	8
11	14	14	12	12	12	13	13	13	13	12	12	14
12	15	15	13	13	13	12	12	12	12	13	13	15
13	16	16	14	14	14	11	11	11	11	14	14	16
14	17	17	15	15	15	8	8	8	8	15	15	17
15	18	18	16	16	16	7	7	7	7	16	16	18
16	19	19	17	17	17	4	4	4	4	17	17	19
17	4	4	18	18	18	2	2	2	2	18	18	4
18	5	5	8	8	8	1	1	1	1	8	8	5
19	6	6	1	1	1	3	3	3	3	1	1	6
20	9	9	2	2	2	6	6	6	6	2	2	9
21	10	10	7	7	7	5	5	5	5	7	7	10
22	11	11	9	9	9	10	10	10	10	9	9	11
23	12	12	6	6	6	9	9	9	9	6	6	12
24	13	13	19	19	19	17	17	17	17	19	19	13

**EXHIBIT C**  
**Billing**

	<b>City</b>	<b>EWEB</b>
<b>Emergency Contract:</b>	Hydroelectric Project Manager City of Portland 400 SW 6 <sup>th</sup> Avenue, Room 3-125 Portland, OR 97204 Work: (503) 823-6107 Cell: (971) 284-5173 <a href="mailto:Glenn.pratt@portlandoregon.gov">Glenn.pratt@portlandoregon.gov</a>	
<b>Invoices/Payments:</b>	City of Portland Water Bureau  Invoices submitted by EN to the City shall only be submitted to the Portland Water Bureau Finance Office electronically to the following email address:  <a href="mailto:wbaps@portlandoregon.gov">wbaps@portlandoregon.gov</a>	Settlements Analyst <a href="mailto:settlements@eweb.org">settlements@eweb.org</a> Telephone: 541-685-7059  U.S. Bank (ACH) 555 SW Oak St. Portland, OR 97204 ABA# 021052053 UPIC/Acct # 89605692Tax ID# 93-6001483
<b>Project Manager</b>	Hydroelectric Project Manager City of Portland 400 SW 6 <sup>th</sup> Avenue, Room 3-125 Portland, OR 97204 Work: (503) 823-6107 Cell: (971) 284-5173 <a href="mailto:Glenn.pratt@portlandoregon.gov">Glenn.pratt@portlandoregon.gov</a>	
<b>Contractual Issues/Disputes:</b>	City of Portland Water Bureau Contract Administration Branch 400 SW 6 <sup>th</sup> Avenue 2 <sup>nd</sup> Floor Reception Portland, OR 97204 Work: (503) 823-7521 <a href="mailto:Corrina.Rodriguez@portlandoregon.gov">Corrina.Rodriguez@portlandoregon.gov</a>	

**EXHIBIT D**  
**Project Operational Parameters**

**Powerhouses:**

- Nameplate Capacity Rating
  - PHP 1: 23,750 kW
  - PHP 2: 11,875 kW
  
- Maximum Delivery Rate at POD--36 MW
  - PHP 1
    - 0 MW (August)\*
    - 24 MW (except August)
  - \* due to Cold Water Transfer operations, typically 8/1-8/31
  - PHP 2: 12 MW
  
- Minimum Delivery Rate
  - PHP 1
    - 0 MW (August only)
    - 10 MW (except August)
  - PHP 2: 1.3 MW (220 cfs)
  
- Ramp Rate Up (MW/Min)
  - PHP 1:
    - From start of plant to 12 MW, 2.4 MW/Min
    - From 12 MW to 24 MW, 6MW/Min
  - PHP 2:
    - From start of plant to 1 MW, 0.25MW/Min.
    - From 1 MW to 12 MW, 1MW/Min.
  
- Ramp Rate Down (MW/Min)
  - PHP 1: 24MW to offline, 3.4MW/Min
  - PHP 2: 12MW to offline, 32 hours\*

***Ramp down rate for PHP2 is based upon the Habitat Conservation Plan (HCP), which dictates that hydroelectric operations shall not cause river stage in the Bull Run River at USGS gage 14140000 to drop faster than 2"/hr.***

- Spin capability: NO
- Non-spin capability: NO
- Intra-hour dispatch: YES 15-minute interval
- Regulation: NO

## EXHIBIT A OF CITY OF PORTLAND ORDINANCE

### Reservoirs:

- Reservoir Normal Full Pool Range (elevation above MSL )
    - Reservoir 1: 1036' -1034'\*
    - Reservoir 2: 860' – 858'
- \* The operational range at Dam 1 is 1045.5' to 1043.5' elevation when Spillway gates are lowered in late spring.
- Pond min elevations for power generation (due to non-power related factors)
    - Reservoir 1: 985.0'
    - Reservoir 2: 840.0'

### Per the Bull Run Water Supply Habitat Conservation Plan (2008) (“HCP”):

1. When the City is operating its hydroelectric powerhouses at the two Bull Run dams during the winter, the reservoir surface elevations will not normally vary outside of the upper two feet of the reservoirs’ normal full pool range (except as noted in items 2 and 3 below).  
[Historically, PGE operated the reservoirs within a 1’ daily band to ensure the 2’ band is not inadvertently violated, and City intends to continue this operation.]
2. The City will lower the surface elevation of the two reservoirs beyond the upper two feet of the normal full pool level only for water supply and/or quality reasons, for downstream fish habitat reasons, for dam safety reasons, or for repairs or maintenance to the dam or hydropower project facilities.
3. The City will operate the two reservoirs as needed to maintain required streamflows and water temperatures in the lower Bull Run River for covered species.
4. During the summer drawdown season, Reservoir 1 may be lowered to approximately elevation 970 feet above MSL and Reservoir 2 may be lowered to approximately 832 feet above MSL as needed for water supply purposes
5. At the end of each drawdown season, the two Bull Run reservoirs will be filled as rainfall, streamflow and required downstream releases permit.
6. The spillway gates on Bull Run Dam No. 1 will be lowered onto the spillway crest in the spring to store additional water for use in the summer months. After the risk of major flooding has passed, and any habitat maintenance work has been completed in the upper reaches of Bull Run Reservoir No. 1 (see Measure R-3, Reed Canary grass Removal), the water surface level in that reservoir will be raised to a summer supply full pool level of 1045 feet.

### Other:

- Water Quality Management in Bull Run Reservoirs [EPA/OHA Compliance]
  - Reservoir water quality monitored levels at both Reservoir 1&2 year round can result in curtailment of PHP1 or PHP2, or both, operations until quality levels return to EPA/OHA standards for consumption

## EXHIBIT A OF CITY OF PORTLAND ORDINANCE

- Weekly fish spawning surveys (HCP requirement)
  - In the late summer/fall period (October through December), City conducts weekly fish spawning surveys below the Project. Flows at USGS Gage 14140000 cannot exceed 100cfs during surveys; City will control releases at PH2 accordingly. This may require City to slowly ramp down river flows (so as not to exceed 2"/hour drawdown limitation).

**EXHIBIT E**  
**Scope of Work**

EWEB shall provide the following services to the City, and the City will provide the following information as detailed in this Exhibit during the term of this Agreement:

A. Scope of EWEB Activities – Summary

1. Preschedule
2. Real-Time Physical Power Management
3. Real-Time Scheduled Requests
4. Real-Time Immediate Action Requests

B. Scope of Technology Requirements

1. The City will provide the Financial Dispatch Model spreadsheet tool, and EWEB will work with the City to correct any issues with the tool.
2. The City shall provide a fully functioning SCADA system 24/7/365.
  - a. Emailed requests for fixes/corrections to SCADA system must be completed within 7 calendar days, or other mutually agreed-upon time frame.
3. In the event that EWEB notifies City of a loss of SCADA plant visibility, EWEB cannot take responsibility or accept any resulting liability for the project from the time of notification until SCADA and the associated project visibility has been fully restored.

C. Scope of Scheduling Services – Preschedule

1. The City shall ensure that EWEB receives by 8:00am PPT of the customary WECC Pre-Scheduling Day the preferred hours of dispatch, in priority order, for the following day(s). If the City fails to communicate the preferred hours by 8:00am PPT, EWEB shall use the PGE Generation Priority Values specified in Exhibit B.
2. EWEB shall use the Financial Dispatch Model to calculate the hourly schedule of the daily Specified Amount for each day. The inputs into the Project Dispatch Model shall include: (i) the next day's forecasted PHP inflows, (ii) the next day's forecasted outflow requirements, (iii) minimum and maximum elevation requirements, (iv) PGE Generation Priority Values, and (v) other PHP operating parameters, as needed. The sum of the MWh in the daily Feasible Specified Amount Schedule, as calculated in the Project Dispatch Model, will be equal to the daily Specified Amount in Exhibit A. EWEB shall by 1:00pm PPT communicate to PGE the hourly Feasible Specified Amount Schedule and provide an electronic copy of the Project Dispatch Model to PGE and the City. Note that the Feasible Specified Amount Schedule is primarily a financial arrangement between the City and PGE and likely will not equal the actual physical dispatch from the PHP.
3. EWEB shall schedule with PGE in accordance with WECC on the applicable WECC Pre-Scheduling Day.

D. Scope of Scheduling Services – Real-Time Physical Power Management

1. EWEB shall attempt to dispatch the actual available energy in real-time in accordance with PGE Generation Priority values. Since actual available energy may be different in real-time than what was projected on a pre-schedule basis, EWEB shall adjust the real-time dispatch in an effort to maximize the value of the actual available generation based on real-time prices. EWEB will submit a revised hourly MW schedule of changes to PGE BA by email. All energy dispatches shall be consistent with the prevailing Balancing Authority and WECC provisions and protocols.
2. The City shall exercise commercially-reasonable efforts to provide notification or confirmation of issue(s) to EWEB by telephone or other mutually agreed upon means, as soon as possible in the event of:
  - a. A partial or complete loss of generation at the PHP, and
  - b. the return of service of the PHP generation after such an outage.

EWEB will then have the responsibility of notifying PGE as soon as practicable. In the event that EWEB is the first to become aware that there is an outage issue at either powerhouse, EWEB will initiate notifications to both PGE and the City.

3. In the event of a loss of communication with the PHP, EWEB shall notify PGE and the City within twenty (20) minutes of outage if energy is unable to flow. EWEB will monitor on a real-time 24/7 basis the PHP through the SCADA system that the City provides.
4. EWEB will have no obligation to find replacement power for the curtailed energy or transmission during complete or partial planned or forced outages of the PHP, or during transmission outages.
5. In the event the City reasonably anticipates a Negative Price Event, then the City can request EWEB to suspend part or all of its deliveries via a reduction in the PHP output for the anticipated duration of the Negative Price Event.

E. Scope of Scheduling Services – Real-Time Scheduled Requests

1. With the exception of circumstances described in Section E.4., below, all regular communication from the City to EWEB under this Agreement shall be through the Real-Time Supervisor in accordance with Section J, Operational Communications.
2. For reservoir changes that require EWEB to modify the real-time dispatch or change reservoir elevation bands to meet the City's Habitat Conservation Plan ("HCP") as described in Exhibit D or for City water needs, the City's Hydroelectric Project Manager will contact the EWEB Real-Time Supervisor.
  - a. Notifications requiring modification of reservoir surface elevations need to be received at least 24 hours prior to the implementation of requested changes.
  - b. Notifications requesting modification in accordance with the Bull Run Water Supply Habitat Conservation Plan (2008) ("HCP") require prior notification of at least 12 hours to determine feasibility and ramping requirements.

## EXHIBIT A OF CITY OF PORTLAND ORDINANCE

3. All testing that involves a Real-Time Trader shall be scheduled through the Real-Time Supervisor so that a mutually agreed-upon date and time for the testing can be established.
  - a. Testing requests should include a description of the issue and an estimated time necessary to facilitate the determination of a date and time that is acceptable to the Parties.
4. Starting the #2 unit will require prior notification to the EWEB Real-Time Trader of at least 3 hours to facilitate notification to the PGE Balancing Area Authority. Startup of the #2 unit may be performed by the project operator on-site without the need of the Real-Time Trader, so this communication is not considered an Immediate Action or Directive.

### F. Scope of Scheduling Services – Real-Time Immediate Action Request

1. The City shall only contact EWEB's Real-Time Traders directly for circumstances described in Section E.4., above, or for Immediate Actions or Directives as defined in Section A of this Agreement.
2. The Real-Time Trader will begin the work on an Immediate Action or Directive within 30 minutes of the request.
3. The level of effort contemplated under this Agreement includes two (2) Immediate Actions or Directives per calendar month.
  - a. If the number of Immediate Actions or Directive requests exceeds two (2) in any calendar month, the EWEB Real-Time Trader will redirect all subsequent requests to Real-Time Supervisor to be scheduled.
  - b. Requests in excess of this limitation shall constitute a material breach per the terms of Section B of this Agreement.