

**SCHEDULE 76R  
PARTIAL REQUIREMENTS  
ECONOMIC REPLACEMENT POWER RIDER**

**PURPOSE**

To provide Customers served on Schedule 75 with the option of purchasing Energy from the Company to replace some, or all, of the Customer's on-site generation when the Customer deems it is more economically beneficial than self generating.

**AVAILABLE**

In all territory served by the Company.

**APPLICABLE**

To Large Nonresidential Customers served on Schedule 75.

**MONTHLY RATE**

The following charges are in addition to applicable charges under Schedule 75:\*

	<u>Secondary</u>	<u>Delivery Voltage</u> <u>Primary</u>	<u>Subtransmission</u>	
<u>Transmission and Related Services Charge</u> per kW of Daily Economic Replacement Power (ERP) On-Peak Demand per day	\$0.032	\$0.031	\$0.030	
<u>Daily ERP Demand Charge</u> per kW of Daily ERP Demand during On-Peak hours per day**	\$0.074	\$0.072	\$0.033	
<u>System Usage Charge</u> per kWh of ERP	0.271 ¢	0.250 ¢	0.239 ¢	<b>(R)</b>
<u>Transaction Fee</u> per Energy Needs Forecast (ENF)	\$50.00	\$50.00	\$50.00	
<u>Energy Charge*</u> per kWh of ERP	See below for ERP Pricing			

\* See Schedule 100 for applicable adjustments.

\*\* Peak hours (also called heavy load hours "HLH") are between 6:00 a.m. and 10:00 p.m. Monday through Saturday. Off-peak hours (also called light load hours "LLH") are between 10:00 p.m. and 6:00 a.m. Monday through Saturday and all day Sunday.

**SCHEDULE 76R (Continued)**

**ENERGY NEEDS FORECAST (ENF) AND ECONOMIC REPLACEMENT POWER (ERP)**

Economic Replacement Power (ERP) is Electricity supplied by the Company to meet an Energy Needs Forecast (ENF). The ENF specifies the amount of Electricity in MWh for each hour that ERP is requested to serve some or all of the Customer's load normally supplied by the Customer's generation (amounts in excess of the Baseline Energy under Schedule 75) pursuant to the requirements of the applicable ERP Supply Option.

Each ENF will be based on the Customer's expected Energy requirements and the Customer will use best efforts to conform Actual Energy usage to the ENF and utilize Energy imbalances to the minimum extent reasonably possible.

The ENF will specify the expected ERP needed by hour. The Customer will deliver the ENF to the Company in accordance with Company procedures. The Company will inform the Customer as to the availability of ERP at the time of the ENF request. The Company can choose to provide all or a portion of the ENF and will inform the Customer of any such adjustment to the submitted ENF. Customer acceptance of such modification of the ENF by the Company will be confirmed within 15 minutes of the proposed ENF revision by the Company. If the Company does not inform the Customer that it is modifying the submitted ENF within 30 minutes of receipt of the ENF, the ENF will be deemed accepted by the Company.

The Customer may utilize only one of the ERP supply options on any day.

**ERP Supply Options**

Each request for ERP will originate from the requesting Customer and requires an ENF from the customer. At the time of an ENF submittal, Customer must designate which of the available ERP pricing options the ENF applies to for purposes of pricing and price quotes. Customer is solely responsible for the accuracy of an ENF and the acceptance or rejection of a price quote.

ENF Options for ERP

Short Notice ENF: The Customer must provide the ENF to the Company a minimum of 90 minutes prior to the first hour that Short-Notice ERP is requested.

Daily ENF: At the Customer's option, between 0600 and 0615 of a Pre-Schedule Day, the customer will communicate with PGE in an agreed-to manner the customer's interest in purchasing ERP power for delivery the next day or days (as required by the daily day-ahead pre-scheduling protocols of Western Electricity Coordinating Council ("WECC")). Customer will at this time provide the Company with the ENF for HLH or LLH or both for the day or days of delivery. The ENF may differentiate between HLH and LLH hours but will be a flat (constant) MW amount for the each HLH or LLH or both.

Monthly ENF: Not less than 7 business days prior to the last trading day for the upcoming quote month, the customer may submit an ENF for the next month. The ENF may be differentiated into HLH or LLH for the entire month.

**SCHEDULE 76R (Continued)**

ENF AND ERP (Continued)

ERP Supply Options (Continued)

ENF Options for ERP (Continued)

The Daily ENF pre-scheduling protocols will conform to the standard practices, applicable definitions, requirements and schedules of the WECC. Pre-Schedule Day means the trading day immediately preceding the day of delivery consistent with WECC practices for Saturday, Sunday, Monday or holiday deliveries.

ERP Pricing

The following ERP Energy Charges are applied to the applicable hourly ENF and summed for the hours for the monthly billing:

Short-Notice ERP: The Short Notice ERP Energy Charge will be an Hourly Rate consisting of the Dow Jones Mid-Columbia Hourly Price Index (DJ-Mid-C Hourly Index) plus a 5% adder, which will not be less than 0.15¢ per kWh, plus 0.258¢ per kWh for wheeling, plus losses. If prices are not reported for a particular hour or hours, the average of the immediately preceding and following reported hours' prices within on- or off-peak periods, as applicable, will determine the price for the non-reported period. Prices reported with no transaction volume or as survey-based will be considered reported. (I)

Daily ERP: The Daily ERP Energy Charge will be determined in accordance with a commodity energy price quote from the Company accepted by the Customer plus a 5% adder, which will not be less than 0.15¢ per kWh, plus 0.258¢ per kWh for wheeling, plus losses. Customer will communicate with PGE between hour 0615 and 0625 to receive the PGE commodity energy price quote based on the customer's submitted ENF for the day of delivery. Customer will state acceptance of quote within 5 minutes of receipt of quote from the Company. The quote may incorporate reasonable premiums to reflect the additional cost of ENF amounts that are in nonstandard block sizes (i.e., other than multiples of 25 MW) and such premium will not be separately stated. The methods to communicate and the times to receive information and quotes may be adjusted with mutual written agreement of the parties. Failure to accept a quote in the stated time is deemed to mean the quote is rejected and the transaction will not take place. (I)

Monthly ERP: The Monthly ERP Energy Charge will be determined in accordance with a price quote accepted by the Customer plus a 5% adder, which will not be less than 0.15¢ per kWh, plus 0.258¢ per kWh for wheeling, plus losses. At customer request and based on the submitted Monthly ENF, the Company will provide a price quote for the next full calendar month for the ENF commodity energy only amount specified by the customer at the time of the request. The Company will respond to the request with a quote within 4 hours or as otherwise mutually agreed to. Customer will accept or reject the quote within 30 minutes. Customer communication regarding a price quote will be in the manner agreed to by the Company and the Customer. The quote may incorporate reasonable premiums to reflect the additional cost of ENF amounts that are in nonstandard block sizes (i.e., other than multiples of 25 MW) and such premium will not be separately stated. (I)

### SCHEDULE 76R (Continued)

ENF AND ERP (Continued)  
ERP Supply Options (Continued)  
ERP Pricing (Continued)

The methods to communicate and the times to receive information and quotes may be adjusted with mutual written agreement of the parties. Failure to accept a quote in the stated time is deemed to mean the quote is rejected and the transaction will not take place.

On-peak hours (Heavy Load Hours, HLH) are between 6:00 a.m. and 10:00 p.m. PPT (hours ending 0700 through 2200), Monday through Saturday. Off-peak hours (Light Load Hours, LLH) are between 10:00 p.m. and 6:00 a.m. Monday through Saturday and all hours Sunday.

Losses will be included by multiplying the ERP Charge by the following adjustment factors:

Subtransmission Delivery Voltage	1.0337	
Primary Delivery Voltage	1.0482	(R)
Secondary Delivery Voltage	1.0820	(R)

### ACTUAL ENERGY USAGE

Actual Energy usage during times when ERP deliveries are occurring will be the amount of Energy above the Customer's Schedule 75 Baseline Energy.

### IMBALANCE ENERGY SETTLEMENT

Imbalance Settlement Amounts are bill credits or charges resulting from hourly Imbalance Energy multiplied by the applicable hourly Settlement Price and summed for all hours in the billing period. Imbalance Energy is the kWh amount determined hourly as the deviation between Actual Energy for such hour and the ENF for such hour (i.e., Imbalance Energy = Actual Energy less ENF).

For any Imbalance Energy in any hour up to 7.5% of the hourly ENF (positive or negative amount), the Imbalance Settlement Amount for the hour is:

- For positive Imbalance Energy (where Customer receives more ERP than the ENF), the Imbalance Energy multiplied by the Settlement Price of the Dow Jones Mid-Columbia Hourly Price Index (DJ-Mid-C Hourly Index), plus 0.258¢ per kWh for wheeling, plus losses. (I)
- For negative Imbalance Energy (where Customer receives less ERP than the ENF), the Imbalance Energy is multiplied by the Settlement Price of the DJ-Mid-C Hourly Index plus 0.258¢ per kWh for wheeling, plus losses. (I)

### SCHEDULE 76R (Continued)

#### IMBALANCE ENERGY SETTLEMENT (Continued)

For any Imbalance Energy in any hour in excess of 7.5% of the hourly ENF (positive or negative amount), the Imbalance Settlement Amount for the hour is:

- For positive excess Imbalance Energy, the excess Imbalance Energy multiplied by the Settlement Price, which is the Dow Jones Mid-Columbia Hourly Price Index (DJ-Mid-C Hourly Index), plus 10%, plus 0.258¢ per kWh for wheeling, plus losses. (I)
- For negative excess Imbalance Energy, the excess Energy Imbalance is multiplied by the Settlement Price of the DJ-Mid-C Hourly Index, less 10%, plus 0.258¢ per kWh for wheeling, plus losses. (I)

The Imbalance Settlement Amount may be a credit or charge in any hour.

#### DAILY ERP DEMAND

Daily ERP Demand is the highest 30 minute Demand occurring during the days that the Company supplies ERP to the Customer less the sum of the Customer's Schedule 75 Baseline Demand and any Unscheduled Demand. Daily ERP Demand will not be less than zero. Daily ERP Demand will be billed for each day in the month that the Company supplies ERP to the Customer.

If the sum of the Customer's Unscheduled and Schedule 75 Baseline Demand exceeds their Daily ERP Demand, no additional Daily Demand charges are applied to the service under this schedule for the applicable Billing Period.

#### UNSCHEDULED DEMAND

Unscheduled Demand is the difference in the highest 30 minute monthly Demand and the Customer's Baseline occurring when the Customer did not receive ERP.

#### ADJUSTMENTS

Service under this rider is subject to all adjustments as summarized in Schedule 100, except for: 1) any power cost adjustment recovery based on costs incurred while the Customer is taking Service under this schedule, and 2) Schedule 128.

#### SPECIAL CONDITIONS

1. Prior to receiving service under this schedule, the Customer and the Company must enter into a written agreement governing the terms and conditions of service.
2. Service under this schedule applies only to prescheduled ERP supplied by the Company pursuant to this schedule and the corresponding agreement. All other Energy supplied will be made under the terms of Schedule 75. All notice provisions of this schedule and agreement must be complied with for delivery of Energy. The Customer is required to maintain Schedule 75 service unless otherwise agreed to by the Company.

**SCHEDULE 76R (Concluded)**

SPECIAL CONDITIONS (Continued)

3. All charges and requirements of Schedule 75 will apply except as provided for under this schedule.
4. ERP supplied will not be resold.
5. The Company may interrupt ERP due to transmission constraints.
6. The Customer must notify the Company's Merchant Power Operations, at a specified phone number, as soon as practical of otherwise unplanned load deviations greater than 5 MW that are expected to last one hour or longer.
7. If Customer is unable to use or accept delivery of ERP due to circumstances beyond its control, the difference between Actual Energy and the ENF will be treated as Imbalance Energy.
8. Upon mutual agreement between the Company and Customer, the otherwise applicable Schedule 75 monthly Basic and Facility Capacity Charges will be replaced by a flat monthly Basic and Facility Capacity Charge billed under this schedule. The flat monthly Basic and Facility Capacity Charge will be set to maximize the economic value of sales under this schedule.
9. The Company is not responsible for providing market information to Customer.
10. The Company has no obligation to provide the Customer with ERP except as explicitly agreed to by both parties.
11. Each day of flow will begin at the hour ending 0100 and end at the 2400 hour under Pacific Prevailing Time (Pacific Standard Time or Pacific Daylight Time).