



**Portland General Electric**  
121 SW Salmon Street • Portland, OR 97204  
portlandgeneral.com

July 29, 2021

Public Utility Commission of Oregon  
Attn: Filing Center  
201 High Street, S.E.  
P.O. Box 1088  
Salem, OR 97308-1088

**RE: Fifth Supplemental Filing of Advice No. 21-11, Schedule 55 Large  
Nonresidential Green Energy Affinity Rider (GEAR)**

Portland General Electric Company (PGE) submits this filing pursuant to Oregon Revised Statutes (ORS) 757.205 and 757.210, and Oregon Administrative Rule (OAR) 860-022-0025, for filing proposed tariff sheets associated with Tariff P.U.C. No. 18. PGE initially filed Advice No. 21-11 on April 29, 2021, with a requested effective date of June 2, 2021.

PGE has submitted Supplemental Filings on May 21, 2021, June 8, 2021, June 17, 2021, and July 14, 2021 requesting extensions of the effective date to allow Staff more time for review and additional time for PGE outreach to Stakeholders. PGE held a stakeholder workshop to discuss this filing and the following organizations were present at the workshop: Walmart, Calpine Energy Solutions, NIPPC, PacifiCorp, DOJ, CUB, AWEC, RNW, and Staff.

PGE invited written comments from stakeholders following the meeting noting the intent to make this supplemental filing mid-week this week. NIPPC submitted redlines to our proposed Schedule 55, primarily focused on incorporating the Stipulation entered into by the parties during Phase 1 of UM 1953 regarding the distinction between the Customer Supply Option (CSO) and the PGE Supply Option (PSO).<sup>1</sup> During the workshop, PGE noted that the Stipulation applied to Phase 1 of UM 1953 and did not extend to Phase 2 and beyond. However, PGE also informed stakeholders during the workshop that we reviewed the Stipulation with the intent of incorporating learnings from the Phase 1 subscription process while preserving the bright-line distinction between the PSO and CSO. For example, applying a gag rule on PGE in terms of the information it could share with customers interested in the CSO is not consistent with PGE's experience and customers' desire for more information from PGE beyond, for example, pointing them to the Renewable Northwest website.

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<sup>1</sup> In January 2020, the Parties entered a Stipulated Motion to Amend Order 19-075 (regarding Phase 1 of UM 1953) to resolve compliance issues in Phase 1 of UM 1953 and at Commission direction in Order 19-348 that the parties address the distinctions between the PSO and the CSO, the allocation of remaining capacity and program procedures to be clarified. The Stipulated Motion was granted by Order 20-036.

We then crafted the tariff Schedule 55 to incorporate the distinctions between the CSO and PSO in the enrollment process section and in CSO-specific provisions. We added safeguards like the Customer independently making the CSO resource selection, PGE notifying PUC Staff should PGE receive a request for assistance from a Customer interested the CSO and noting that the Company is bound by the commercial structure of the resource selected by the Customer, subject to allowable commercial structures and meeting Minimum Requirements.

In response to other NIPPC suggestions, PGE now includes a definition of Company Owned Resource noting that a PGE ownership proposal must meet the requirements of Commission Order 21-091. While PGE appreciates and considered NIPPC's other suggestions, PGE found them not appropriate and did not make further changes in response to those NIPPC's redlines.

During the workshop, PGE was asked about the remaining capacity in tranche 2 CSO and PSO. While PGE has received customer interest and questions, we are waiting for the acceptance of this compliance filing before starting the customer queues for the 100 MW CSO and the 100 MW PSO. Thus, there has been no formalized declaration of interest or subscription activity.

PGE now submits this Fifth Supplemental Filing to add changes to Schedule 55 after receiving feedback from Stakeholders. The requested effective date of August 11, 2021 remains as filed in the Fourth Supplemental Filing.

Enclosed are the following replacement sheets.

- Second Revision of Sheet No 55-1
- First Revision of Sheet No 55-2
- First Revision of Sheet No 55-3
- First Revision of Sheet No 55-4

Enclosed are the following additional sheets.

- Original Sheet No. 55-5
- Original Sheet No. 55-6

Attachment A provides a courtesy redline version of Schedule 55.

To satisfy the requirements of OARs 860-022-0025(2), PGE provides the following response:

Schedule 55 does not increase, decrease, or otherwise change existing retail rates.

On May 21, 2021, PGE submitted an application requesting a waiver of legal statutory notice, pursuant to ORS 757.220 and OAR 860-022-0020 due to the requested effective date and the less than 30-day notice. Since PGE is including additional Sheets to Schedule 55, PGE is submitting an amended application.

Please direct any questions regarding this filing to Chris Pleasant at (503) 464-2555. Please direct all formal correspondence and requests to the following email address [pge.opuc.filings@pgn.com](mailto:pge.opuc.filings@pgn.com)

Sincerely,

*\s\ Robert Macfarlane*

Robert Macfarlane  
Manager, Pricing and Tariffs

cc: UM 1953 Service List

**SCHEDULE 55  
LARGE NONRESIDENTIAL  
GREEN ENERGY AFFINITY RIDER (GEAR)**

**PURPOSE**

This tariff is an optional supplemental service that supports the development of local new renewable resources as defined in Oregon Revised Statute (ORS) 469A.025. Under this Schedule, a Nonresidential Customer may purchase a subscription share of a new renewable facility matched to the preference of the Subscribing Customer (up to the Customer's yearly consumption).

(T)

**DEFINITIONS**

"Local" means that the facility that generates the qualifying electricity for which the bundled renewable energy certificate is issued is located in the United States and within the geographic boundary of the Western Electricity Coordinating Council (WECC). This definition is consistent with ORS 469A.135. Portland General Electric Company (PGE) may seek specific resource locations at the Subscribing Customer's request.

(T)

"Bundled Renewable Energy" or "Bundled Renewable Energy Certificates" means a renewable energy certificate (REC) for qualifying electricity that is acquired by an electric utility or electricity service supplier by a trade, purchase, or other transfer of electricity, or by an electric utility by generation of the electricity for which the REC was issued. This definition is consistent with ORS 469A.005.

"Energy Value" means the energy value calculated using the AURORA model and the same methodologies and assumptions described in the Integrated Resource Plan (IRP) or IRP update, at the time the resource contract is executed.

(C)  
(C)

"Capacity Value" means the value of capacity, calculated as described in PGE's IRP, at the time the resource contract is executed.

(C)

"Company-Owned Resource" means a resource developed or purchased by the Company. Should the Company propose to own a resource serving this program, that proposed ownership is subject to meeting the requirements of Public Utility Commission of Oregon (OPUC) Order 21-091 regarding company ownership.

(N)

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(N)

(D)

"Customer Supply Option (CSO)" means a resource identified and selected by the Customer, with assistance from PGE in identifying a resource if requested by the Customer, and contracted as a Power Purchase Agreement (PPA), or Company-Owned Resource, or other means consistent with the Minimum Requirements. CSO eligible Customers, are Customers with greater than 10 aMW in load or as otherwise approved by the Public Utility Commission of Oregon (OPUC).

(C)

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(C)

**SCHEDULE 55 (Continued)**

DEFINITIONS (Continued)

“Minimum Requirements” means the minimum requirements for available commercial structures. The minimum requirements may be found at this link: <https://www.portlandgeneral.com/business/power-choices-pricing/renewable-power/choose-renewable>. The minimum requirements may be updated from time to time to reflect PGE’s criteria from its latest Commission accepted renewable request for proposals.

“PGE Supply Option (PSO)” means the renewable resource(s) for Subscribing Customer(s) is identified and procured by PGE to meet aggregate Subscribing Customers loads in the program. The PSO resource could be contracted as a PPA, a Company Owned Resource, or other means consistent with the Minimum Requirements.

“Power Purchase Agreement (PPA)” means a long-term electricity supply agreement between a power producer and PGE. The PPA is one means of procuring renewable energy for Subscribing Customers in this voluntary supplemental service program.

“Subscribing Customer” means a PGE Nonresidential Customer served by retail base service, who elects to receive voluntary supplemental service through this program.

**AVAILABLE**

In all territory served by the Company.

**APPLICABLE**

This schedule is available – subject to capacity approved by the Oregon Public Utility Commission (OPUC) from time to time – to all Nonresidential Customers each of whose aggregate demand across all retail schedules exceeds 30kW. In the event that a Subscribing Customer has multiple accounts – some of which may fall under 30kW of demand – the Subscribing Customer will be allowed to aggregate all Nonresidential accounts.

**GENERAL PROVISIONS**

1. Customers enrolling in this schedule commit to a subscription share of a new renewable facility, matched to the preference of the Subscribing Customer (up to the Customer’s yearly consumption).

(N)

(N)

(C)

(M)

(M)

(C)

(C)

(T)

**SCHEDULE 55 (Continued)**

GENERAL PROVISIONS (Continued)

2. The Company will ensure that renewable energy resources utilized under this schedule are new, meaning they are or have been operational no earlier than one year prior to the resource being included in the program, and may include energy storage associated with Renewable Portfolio Standard (RPS)-eligible resources as defined in ORS469A.120(2)(a). A Subscribing Customer using the CSO shall ensure that renewable energy resources utilized under this schedule are or have been operational no earlier than one year prior to the resource being included in the program, and may include energy storage associated with RPS-eligible resources as defined in ORS469A.120(2)(a). (N)  
(C)(M)
3. The Company shall procure Bundled Renewable Energy on the Subscribing Customer's behalf – or through collaborative sourcing with a customer for the CSO – from a new renewable energy facility. In the event of yearly under-generation from the renewable energy resource, the Company will purchase RECs on the Subscribing Customer's behalf to ensure that the Customer's subscribed amount is covered under this tariff. In the event that the renewable energy supplier is no longer able to supply bundled renewable energy to the Subscribing Customer, the Company, at the election of the Subscribing Customer, shall make reasonable efforts to procure a new resource on behalf of the Subscribing Customer as soon as practicable with the cost of the renewable energy to the Subscribing Customer revised accordingly. (C)  
(C)  
(C)  
(C)
4. This schedule is for supplemental retail service, and will be served solely as a supplement to retail base rates by the Company. Subscribing Customers who leave PGE's retail supply service, or who are not currently on PGE's retail supply service, are ineligible for this program. (C)  
(C)
5. The Company will retire the RECs associated with the energy procured on behalf of the Subscribing Customer, or the Subscribing Customer may retire the RECs itself. (C)(M)
6. Should the Company propose to own a resource serving this program, the Company will follow Commission direction including proposing accounting safeguards for separate accounting for the Company owned GEAR resource. The renewable energy GEAR resource may be included in rate base so long as the asset(s) can be accounted for separately from the Company's general rate base. The proposed safeguards will prevent the commingling of renewable resources serving this program with other assets that are in rate base for the purpose of serving non-GEAR customers<sup>1</sup>. (N)

1.This requirement is found in Commission Order 21-091 at page 12.

**SCHEDULE 55 (Continued)**

(T)

**ENROLLMENT PROCESS**

(N)

When the Company opens the queues for Customer enrollment, Customers can elect to enter either the CSO or PSO queue. The Company will maintain separate and distinct queues for the CSO and PSO options. Customers will be allowed to enter one queue and will not be allowed to be simultaneously enrolled in both the CSO and PSO queues. Customer placement in the program option queue they elect will be based on the timestamp of the email received by the Company where the Customer returns the signed, non-binding letter of intent. Subject to the program eligibility requirements, a Customer may withdraw its election and return a signed non-binding letter of intent to be placed in the other queue, and its new queue position will be based on the timestamp of the email with the new signed non-binding letter of intent received by the Company.

1. The Customer shall independently make the selection of the CSO resource for enrollment in the program.
2. The Customer will determine when to engage PGE in the CSO resource identification and solicitation process. Should the Customer approach PGE for help during the identification and/or solicitation process for a CSO resource, PGE will assist the Customer. The Company will provide written notice of the Customer's request to the Staff of the OPUC.
3. If a Customer elects to seek PGE's help for resource identification or solicitation, the Company will ensure the costs of such efforts are separately tracked and collected via the Customer's program administration fee to avoid cost shifting.
4. In all cases, the Company will be the entity contracting for the resource to serve the CSO Customer and must be involved in the contract negotiations and execution, while respecting the Minimum Requirements.
5. The Company will not help with CSO resource identification or design a CSO resource solicitation if the Company plans to submit a Company provided resource into such solicitation. Any submission of a utility developed resource to a CSO Customer would be in the form of a formal response to a Customer's solicitation.
6. The same renewable energy project may support both the CSO and PSO; however, contracts for the CSO and PSO will be separately negotiated.
7. The Company will accept the commercial structure of the resource that is selected by the Customer, subject to the allowable commercial structures and applicable requirements as identified in the posted Minimum Requirements.

(N)

**SCHEDULE 55 (Continued)**

**PRICING STRUCTURE**

1. While enrolled in this Rider, the Subscribing Customer shall continue to take service under – and pay the components of – their applicable base rate schedule and all supplemental schedules and riders.
2. The Rider rate will pass to Subscribing Customers the costs of acquiring the renewable energy resource and operating this supplemental program. The Subscribing Customer will be credited with the Energy Value and Capacity Value (as applicable). These charges and credits will be determined and billed as follows:
  - The cost for each MWh of the applicable resource generated and delivered to the Subscribing Customer;
  - An administrative charge to account for program costs, integration, shaping, firming, and other relevant program expenses;
  - A risk adjustment, if applicable;
  - Credit for Energy Value and Capacity Value, as defined in the “Definitions” section above.
3. Non-subscribing Customers will not be subject to resource costs, administrative costs, or any cost associated with this program, except for the crediting of Energy Value and Capacity Value, as applicable.

**CREDITS**

1. The bill credit amount, the sum of the Capacity and Energy Values, represents the amount that cost of service Customers are paying to the Subscribing Customer(s), for the resource.
2. The bill credit amount is determined by the Company, using the Company’s IRP methodology to determine the Capacity and Energy Values. The credit values for energy and/or capacity will be determined at the time of resource procurement, fixed over the contract period.

(M)

(C)

(C)  
(C)

(D)

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(C)

(C)

(M)



**SCHEDULE 55 (Concluded)**

CREDITS (Continued)

- 3. The Company shall submit for regulatory review the rate and credit calculations agreed upon by the Company and the Subscribing Customer through a filing to the Staff of the OPUC. (N)  
(C)  
(C)
- 4. For the CSO option, Customers may apply to the PUC for a floating credit on a case by case basis. A floating credit is one that updates in a predictable way periodically and while it does not guarantee net savings to a participant, it may result in participant net savings<sup>1</sup>. (N)  
|  
(N)

**CONTRACT PERIOD**

The Subscribing Customer may elect to subscribe to this Rider for a term between 5 and 20 years, as agreed upon between the Company and the Subscribing Customer. The Subscribing Customer shall enter into a contract for service under this Rider for a term and with terms and conditions consistent with the terms and conditions of the contract with the renewable energy supplier or the life of the resource, or as agreed upon between Company and Subscribing Customer (and subject to regulatory review). If the Subscribing Customer requests an amendment to or termination of the subscription agreement, or defaults on the subscription agreement before the expiration of the term of the agreement, the Subscribing Customer shall be subject to termination and default provisions as contained within the subscription agreement between the Subscribing Customer and the Company. (C)  
(C)  
(C)  
(C)  
(C)  
(C)  
(M)

<sup>1</sup>For Commission discussion of the floating credit approach, see Order 19-075 at pages 5-6. (N)  
(N)

Fifth Supplemental Filing of Advice No. 21-11  
Schedule 55 Large Nonresidential Green Energy  
Affinity Rider (GEAR)

Attachment A  
Courtesy redline version of Schedule 55

**SCHEDULE 55  
LARGE NONRESIDENTIAL  
GREEN ENERGY AFFINITY RIDER (GEAR)**

**PURPOSE**

This tariff is an optional supplemental service that supports the development of local new renewable resources as defined in Oregon Revised Statute (ORS) 469A.025. Under this Schedule, a Nonresidential Customer may purchase a subscription share of a new renewable facility matched to the preference of the ~~s~~Subscribing ~~e~~Customer (up to the ~~e~~Customer's yearly consumption).

**DEFINITIONS**

"Local" means that the facility that generates the qualifying electricity for which the bundled renewable energy certificate is issued is located in the United States and within the geographic boundary of the Western Electricity Coordinating Council (WECC). This definition is consistent with ORS 469A.135. Portland General Electric Company (PGE) may seek specific resource locations at the ~~s~~Subscribing ~~C~~ustomer's request.

"Bundled Renewable Energy" or "Bundled Renewable Energy Certificates" means a renewable energy certificate (REC) for qualifying electricity that is acquired by an electric utility or electricity service supplier by a trade, purchase, or other transfer of electricity, or by an electric utility by generation of the electricity for which the REC was issued. This definition is consistent with ORS 469A.005.

"Energy Value" means the energy value calculated using the AURORA model and the same methodologies and assumptions described in the Integrated Resource Plan (IRP) or IRP update, updated with current assumptions at the time the resource contract is executed~~procured~~.

"Capacity Value" means the value of capacity, calculated as described in PGE's IRP, at the time the resource contract is which the power purchase agreement (PPA) executed.

~~"Company-Owned Resource" means a resource developed or purchased by the Company. Should the Company propose to own a resource serving this program, that proposed ownership is subject to meeting the requirements of Public Utility Commission of Oregon (OPUC) Order 21-091 regarding company ownership.~~

~~"Company Procured" means a resource procured by PGE and offered to subscribers to this program.~~

"Customer Supply Option (CSO)" means a resource identified and selected by the Customer, with assistance from PGE in identifying a resource if requested by the Customer, and contracted as a Power Purchase Agreement (PPA), or Company-Owned Resource, -asset purchase, or other means consistent with the Mminimum Rrequirements. CSO eligible Customers, are Customers procured by a Subscribing Customer, with greater than 10 aMW in load or as otherwise approved by the Public Utility Commission of Oregon (OPUC), in collaboration with PGE. Additional information regarding Minimum PPA requirements may be found at this link: <https://www.portlandgeneral.com/business/power-choices/pricing/renewable-power/choose-renewable>

## SCHEDULE 55 (Continued)

### DEFINITIONS (Continued)

“Minimum Requirements” means the minimum requirements for available commercial structures. The minimum requirements may be found at this link: <https://www.portlandgeneral.com/business/power-choices-pricing/renewable-power/choose-renewable>. The minimum requirements may be updated from time to time to reflect PGE’s criteria from its latest Commission accepted renewable request fore proposals.

“PGE Supply Option (PSO)” means the renewable resource(s) for Subscribing Customer(s) is identified and procured by PGE to meet aggregate Subscribing Customers’ loads in the program. The PSO resource could be contracted as a PPA, ~~asset purchase,~~a Company Owned Resource, or other means consistent with the ~~Minimum~~ Requirements.

“Power Purchase Agreement (PPA)” means a long-term electricity supply agreement between a power producer and PGE. The PPA is one means of procuring renewable energy for Subscribing Customers in this voluntary supplemental service program.

“Subscriber” or “Subscribing Customer” means a PGE Nonresidential Customer served by retail base service, who elects to receive voluntary supplemental service through this program.

### AVAILABLE

In all territory served by the Company.

### APPLICABLE

This schedule is available – subject to capacity approved by the Oregon Public Utility Commission (OPUC) from time to time made available within Phase I of the program – to all Nonresidential Customers each of whose aggregate demand across all retail schedules exceeds 30kW. In the event that a Subscribing Customer has multiple accounts – some of which may fall under 30kW of demand – the Subscribing Customer will be allowed to aggregate all Nonresidential accounts.

### GENERAL PROVISIONS

1. Customers enrolling in this schedule commit to a subscription share of a new renewable facility, matched to the preference of the ~~s~~Subscribing Customer (up to the Customer’s yearly consumption).

**SCHEDULE 55 (Continued)**

GENERAL PROVISIONS (Continued)

2. ~~In procuring the bundled renewable energy on behalf of the Subscribing Customer, t~~The Company will ensure that renewable energy resources utilized under this schedule are new, meaning they are or have been ~~placed in service on or after January 1, 2015 operational no earlier than one year prior to the resource being included in the program, and may include energy storage associated with Renewable Portfolio Standard (RPS)-eligible resources as defined in ORS469A.120(2)(a).~~ A Subscribing Customer using the CSO shall ensure that renewable energy resources utilized under this schedule are or have been operational no earlier than one year prior to the resource being included in the program, and may include energy storage associated with RPS-eligible resources as defined in ORS469A.120(2)(a).
3. The Company shall procure Bundled Renewable Energy on the Subscribing eCustomer's behalf – or through collaborative sourcing with a customer ~~for through the CSO Customer Supply Option~~ – from a new renewable energy facility. In the event of yearly under-generation from the renewable energy resource, the Company will purchase RECs on the Subscribing Customer's behalf to ensure that the Customer's subscribed amount is covered under this tariff. In the event that the renewable energy supplier is no longer able to supply bundled renewable energy to the Subscribing Customer, the Company, at the election of the Subscribing Customer, shall make reasonable efforts to ~~procure enter into a new resource PPA on behalf of the Subscribing Customer with another renewable energy supplier~~ as soon as practicable with the cost of the renewable energy to the Subscribing Customer revised accordingly.
4. This schedule is for supplemental retail service, and will be served solely as a supplement to retail base rates by the Company. Subscribing eCustomers who leave PGE's retail ~~base supply~~ service, or who are not currently on PGE's retail ~~base supply~~ service, are ineligible for this program.
5. ~~The Company will retire the RECs associated with the energy procured on behalf of the participating Subscribing Customer, or the Subscribing Customer may retire the RECs itself.~~
- 5.6. ~~Should the Company propose to own the a resource serving this programe PSO or CSO, the Company will follow Commission direction including proposing accounting safeguards for separate accounting for the Company owned GEAR resource. The renewable energy GEAR resource may be included in rate base so long as the asset(s) can be accounted for separately from the Company's general rate base. The proposed safeguards will prevent the commingling of renewable resources serving this programe CSO or PSO with other assets that are in rate base for the purpose of serving non-GEAR customers<sup>1</sup>.~~

1. This requirement is found in Commission Order 21-091 at page 12.

**SCHEDULE 55 (Continued ~~Concluded~~)**

**ENROLLMENT PROCESS**

When the Company opens the queues for Customer enrollment, Customers can elect to enter the either the CSO or PSO queue. The Company will maintain separate and distinct queues for the CSO and PSO options. Customers will be allowed to enter one queue and will not be allowed to be simultaneously enrolled in both the CSO and PSO queues. Customer placement in the program option queue they elect will be based on the timestamp of the email received by the Company where the Customer returns the signed, non-binding letter of intent. Subject to the program eligibility requirements, a Customer may withdraw its election and return a signed non-binding letter of intent to be placed in the other queue, and its new queue position will be based on the timestamp of the email with the new signed non-binding letter of intent received by the Company.

1. The Customer shall independently make the selection of the CSO resource for enrollment in the program.
2. The Customer will determine when to engage PGE in the CSO resource identification and solicitation process. Should the Customer approach PGE for help during the identification and/or solicitation process for a CSO resource, PGE will assist the Customer. The Company will provide written notice of the Customer's request to the Staff of the OPUC.
3. If a Customer elects to seek PGE's help for resource identification or solicitation, the Company will ensure the costs of such efforts are separately tracked and collected via the Customer's program administration fee to avoid cost shifting.
4. In all cases, the Company will be the entity contracting for the resource to serve the CSO Customer and must be involved in the contract negotiations and execution, while respecting the Minimum Requirements.
5. The Company will not help with CSO resource identification or design a CSO resource solicitation if the Company plans to submit a Company provided resource into such solicitation. Any submission of a utility developed resource to a CSO Customer would be in the form of a formal response to a Customer's solicitation.
6. The same renewable energy project may support both the CSO and PSO; however, contracts for the CSO and PSO will be separately negotiated.
7. The Company will accept the commercial structure of the resource that is selected by the Customer, subject to the allowable commercial structures and applicable associated requirements as identified in the posted Minimum Requirements.

## SCHEDULE 55 (Continued)

### PRICING STRUCTURE

1. While enrolled in this Rider, the Subscribing Customer shall continue to take service under – and pay the components of – their applicable base rate schedule and all supplemental schedules and riders.
2. The Rider rate will pass to Subscribing Customers the costs of acquiring the renewable energy resource and operating this supplemental program. The ~~s~~Subscribing ~~e~~Customer will be credited with the Energy Value and Capacity Value (as applicable). These charges and credits will be determined and billed as follows:
  - ~~PPA~~The cost for each MWh ~~under contract of the applicable resource generated and delivered to the Subscribing Customer;~~
  - An administrative charge to account for program costs, integration, shaping, firming, and other relevant program expenses;
  - A risk adjustment, if applicable;
  - Credit for Energy Value and Capacity Value, as defined in the “Definitions” section above.
- ~~3. Subscribing Customers electing to pursue the Customer Supply Option may choose to develop in collaboration with PGE an application for a floating credit for the consideration and approval by the OPUC.~~
- ~~4.3.~~ Non-subscribing Customers will not be subject to resource PPA costs, administrative costs, or any cost associated with this program, except for the crediting of Energy Value and Capacity Value, as applicable.

### CREDITS

~~The bill credit amount shall be determined by the Company (subject to regulatory review) consistent with applicable Oregon and federal law and regulation, including 18 C.F.R. § 292, using the Company’s IRP methodology to determine the Capacity Value. The credit values for energy and/or capacity will be determined at the time of PPA execution resource procurement, fixed over the term in which the renewable energy supplier delivers to the Company.~~

- ~~1.~~ The bill credit amount, the sum of the Capacity and Energy Values, represents the amount that cost of service Customers are paying to the Subscribing Customer(s), for the resource.
- ~~4.2.~~ The bill credit amount ~~is shall be~~ determined by the Company, using the Company’s IRP methodology to determine the Capacity and Energy Values. The credit values for energy and/or capacity will be determined at the time of resource procurement, fixed over the contract period. ~~term in which the renewable energy resource is supplier delivered to the Company.~~

**SCHEDULE 55 (Concluded)**

CREDITS (Continued)

~~2-3.~~ The Company shall submit for regulatory review ~~of~~ the rate and credit calculations agreed upon by ~~T~~the Company and the Subscribing Customer through a filing to the Staff of the OPUC.

~~3.4.~~ For the CSO option, Customers may apply to the PUC for a floating credit on a case by case basis. A floating credit is one that updates in a predictable way periodically and while it does not guarantee net savings to a participant, it may result in participant net savings<sup>1</sup>.

**CONTRACT PERIOD**

The Subscribing Customer may elect to subscribe to this Rider for a term between 5 and 20 years, as agreed upon between the Company and the Subscribing Customer. The Subscriber Subscribing Customer shall enter into a contract for service under this Rider for a term and with terms and conditions consistent with the ~~term and~~ terms and conditions of the contract with the renewable energy supplier or the life of the resource, or as agreed upon between Company and Subscribing Customer (and subject to regulatory review). If the Subscribing Customer requests an amendment to or termination of the ~~service-subscription~~ agreement, or defaults on the ~~service subscription~~ agreement before the expiration of the term of the agreement, the Subscribing Customer shall be subject to termination and default provisions as contained within the ~~subscriber subscription~~ agreement between the Subscribing Customer and the Company.

1. For Commission discussion of the floating credit approach, see Order 19-075 at pages 5-6.