**Appendix E-4 PSH Documents**

**TOLLING AGREEMENT TERM SHEET**

| **Physical Tolling Transaction**  ***Term Sheet*** | |
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| Seller | [ENTER COUNTERPARTY NAME] |
| Contact Name |  |
| Phone Number |  |
| Email |  |
| Buyer | PacifiCorp |
| Description | Seller shall sell and Buyer shall purchase the Product, as delivered to the Point of Interconnection, for the Term |
| Facility | Describe facility, size, technology, and location (“Facility”) |
| Start Date | Hour Ending (“HE”) 0100 Pacific Prevailing Time (“PPT”) on [ENTER DATE] |
| End Date | HE 2400 PPT on [ENTER DATE: no later than 25 years from Start Date] |
| Term Length | Term must be less than or equal to 25 years |
| Delivery Term(s) | January through December |
| Availability Term | Please specify: All Hours, Standard On Peak (6X16), Standard Off Peak (6X8, Sundays/Holidays), Super-Peak, or other |
| Planned Maintenance | Planned maintenance for the Facility during the term by mutual agreement |
| Pre-scheduling | Pre-scheduling will be pursuant to the WECC ISAS daily pre-scheduling calendar and the WECC Business Practices |
| Plant Capacity | [ENTER #] MW |
| Contract Quantity | [ENTER #] MW – [ENTER PERCENTAGE] of the Plant and 100% of the Facility |
| Product | A physical toll of the Facility. Buyer may at any time and from time to time, as provided herein, dispatch the Facility at its discretion in accordance with the Operating Limitations outlined below. Buyer will be responsible for all procurement and costs associated with fuel, fuel transportation and VOM during the Term of this transaction |
| Dispatch Notice | Buyer shall have the right to dispatch any or all of the Facility’s [Turbines], [SPECIFY TIME PERIOD, INCLUDING NUMBER OF DAYS AND NUMBER OF DAYS PER WEEK], by providing a Dispatch Notice on a preschedule basis and subsequent Dispatch Notices in real time via electronic mail and confirmed via telephone. Dispatch notices shall be effective unless and until Buyer modifies such Dispatch Notice by providing Seller with an updated Dispatched Notice. Updated Dispatch Notices may be provided telephonically if necessary and shall be promptly documented by the Buyer via electronic mail utilizing the Dispatch Notice form |
| Availability Notice | Not later than 5:00 AM PPT on each Preschedule Day Seller shall, using an Availability Notice, provide Buyer with an hourly schedule of the expected availability of the [Turbines] for each hour of the schedule day. Availability Notices shall be provided by electronic mail and shall be effective unless and until Seller modifies such Availability Notice by providing Buyer with an updated Availability Notice. Updated Availability Notices may be provided via electronic mail or telephonically |
| Guaranteed Availability | [\_\_%] of [\_\_\_] MW (Plant Capacity) |
| Capacity Charge | [ENTER ONE OR MORE TIMEFRAME AND PRICES]  From [DATE] through [DATE]: $[X.XX] / kW-mo |
| Variable O&M Cost | $[XX.XX] per [Dispatched] [Hour] per [Turbine] |
| Run Hour Charge | [$\_\_\_\_\_] per [Turbine] Run Hour, for the Authorized Run Hour Starts |
| Fixed Start Charge | [$\_\_\_\_\_] charge per Unit start authorized by Buyer |
| [DISPATCHED] Hour | Number of minutes each [Turbine] is dispatched to generate electricity divided by 60. For example, one [Turbine] dispatched for 75 minutes is 1.25 Fired Hours |
| Misc. Energy Charges | Emission charges, taxes, etc. are the responsibility of the Seller |
| Imbalance Penalties | The Buyer and the Seller shall use commercially reasonable efforts to avoid the imposition of any generation, electric transmission, or fuel supply imbalance charges. If Buyer or Seller receives an invoice that includes imbalance charges, the Parties shall determine the validity as well as the cause of such imbalance charges. The Party that caused the imbalance charges shall pay or reimburse the other Party for such imbalance charges |
| Monthly Capacity Payment | Monthly Capacity Payment equals Capacity Charge multiplied by Contract Capacity, multiplied by 1,000. Buyer will pay the Monthly Capacity Charge to Seller on a monthly basis |
| Monthly Payment | The Monthly Payment shall equal the sum of (i) the Monthly Capacity Payment, (ii) the monthly VOM Payment, (iii) if applicable, the Station Service Payment. The first Monthly Payment of each calendar year shall also include the Availability Refund, if applicable, from the previous calendar year |
| Point of Interconnection | The [ENTER POINT OF INTERCONNECTION DESCRIPTION, “high side of busbar at specific substation” for example] (currently the OASIS point-of-receipt called [ENTER OASIS POINT-OF-RECEIPT]) |
| Transmission | If applicable  Seller shall make application for Transmission Service from the Facility’s [busbar] on the appropriate Transmission System as a Designated Resource with the appropriate transmission provider for the Contract Quantity, in accordance with that transmission provider’s requirement |
| Operating Limitations | Fuel: [DESIGNATE BUYER OR SELLER] will deliver all of the fuel required to meet its Dispatch Notices, including fuel used for start-up  Start-Up Notification:  Minimum: [ENTER #] minutes  Maximum: [ENTER #] minutes  Fast Start per Contract Year: Parties will agree on a day ahead basis and use best efforts to provide ([ENTER #] minutes to full load from notification) per contract year  Minimum Run Tim: [ENTER #] hour  Maximum Starts per Day per [Turbine]: [ENTER #]  Minimum Load per [Turbine]: [ENTER #] MW |