

Renewable Development Fund Award Agreement

This Renewable Development Fund Award Agreement (“Agreement”) is entered into between Portland General Electric Company (“PGE”) and City of Tualatin (“Recipient”) on February 1, 2025 (“Effective Date”) to support the installation of a renewable energy project at 10699 SW Herman Rd., Tualatin, OR, 97062. On behalf of participating Green FutureSM customers, PGE will provide up to \$250,000.00 (“RDF Award Amount”) to Recipient upon completion of the project and confirmation that all award requirements set forth in this Agreement have been met.

Recipient agrees to meet all requirements and deadlines set forth in this Agreement.

I. PROJECT ATTRIBUTES AND CONSTRUCTION REQUIREMENTS

A. **Project Attributes.** Recipient shall install a renewable energy project with the attributes described in the table below (the “Project”):

Award Recipient	City of Tualatin
Technology	Hydroelectric
Expected Annual Output	278,000 kWh
Minimum size	56 kW capacity
RDF recognition activities/ location	<p>Recipient will recognize PGE Green Future participants through the following activities:</p> <p>Signage: Recognition will be given on the physical signage at the project location and the public entrance to our property, highlighting the funding sources that made the project possible.</p> <p>Newsletter/Social Media: Recipient will also highlight this funding source in our social and print media outreach.</p> <p>Marketing & Publicity: Recipient is also interested in partnering with PGE to send information to our local customers enrolled in the Green Future Program highlighting the project commissioning and celebrating local infrastructure paid for with their funds.</p>
Community Benefit	<p>The Project will provide, track, and document the following benefit to the community:</p> <ol style="list-style-type: none"> 1) Directly lower the operating cost for the City of Tualatin's City Services facility. Those cost savings will help keep utility rates more affordable for all rate payers including those with lower/fixed incomes and our commercial/industrial customers.
Education plan activities	Recipient will install 2 educational signage at the project location and at the public entrance of the facility - 2 total.

	In addition, educational materials will be created and shared via print and social media to celebrate the Project and its benefits.
Project address	10699 SW Herman Rd., Tualatin, OR 97062
Completion Date	Date the Project is completed but is no later than August 31, 2026.
RDF Award	Up to \$250,000.00
Total project cost	\$920,705.00
RDF Funding Percent of Project Costs	27%
Approved project scope	<p>The Project will install adjacent to the existing pressure reducing valve vault a hydrokinetic power generation system. The system combines automated software controls and off the shelf hardware components (pipes, valves, microturbine generator and sensors) that work in tandem with the existing flow control valve to accurately manage pressure in the water pipeline and convert excess pressure into hydroelectricity.</p> <p>The system will be controlled by a programmable logic controller. The provided control system is self-contained including all controllers, relays, ancillary power factor correction capacitors (PFCCs) and a power line coupler (PLC) system.</p> <p>The Project provides flexibility for future microgrid size and scale options and to potentially connect BESS to the site.</p> <p>The capacity for the proposed hydrokinetic generator will be approximately 56 kW.</p>

- B. **Project Modifications.** The RDF Award Amount is based on the information provided by Recipient to PGE in the application process for the RDF Award Amount. Recipient may request making changes to such Project location, design, or scope, including any attributes listed in Section I(A), by submitting a change request utilizing the change request form provided by PGE. Recipient may not materially change the Project location, design, or scope without receiving written pre-approval from PGE.
- C. **Completion Date.** Recipient shall complete construction or installation of the Project by the Completion Date set forth in Section I(A).
- D. **Project Life.** Recipient shall maintain the Project so that it is capable of producing the Expected Annual Output and achieve the Community Benefits sets forth in Section I(A), for a minimum of ten (10) years after the Completion Date (“Project Life”).
- E. **Failure to Generate.** In the event the Project generates less than 50% of the Expected Annual Output set forth in Section 1(A) for any 12-month period during the Project Life, Recipient shall be in breach of this Agreement.
- F. **Loss Event.** In the event the Project experiences a loss , Recipient shall refund or otherwise reimburse PGE for a proportionate amount of the RDF Award Amount that is associated with such loss within sixty (60) days.

- G. **Licensed Contractor.** Recipient shall utilize a construction contractor licensed in Oregon to construct or install the Project and Recipient shall comply with all applicable building and electrical codes.
- H. **Interconnection.** Recipient shall interconnect the Project to PGE's grid. Operation of the Project may not begin until PGE sets the net meter if a Net Metering Agreement is applicable.
- I. **New Equipment.** Recipient shall only construct or install new equipment at the Project and provide PGE written documentation to substantiate that only new equipment was constructed or installed at the Project.
- J. **Project Website.** Recipient shall install a production monitoring system that includes a publicly accessible (no log-in or password required) webpage that collects, reports and archives historic and current generation data at the Project ("Project Website"). Recipient may not utilize the data collected in the Project Website for direct marketing purposes. PGE may place a link to the Project Website on its Renewable Development Fund program webpage. Data collected by the Project Website may be used by PGE for educational purposes, performance analysis or any other reason PGE deems necessary.
- K. **No REC Sales.** Recipient may not sell the proportionate share of the Project's renewable energy certificates (RECs), based on the RDF Funding Percent of Project Costs set forth in Section I(A), to a third party or use such RECs to fund another program. A REC represents one thousand kilowatt-hours of renewable energy that is physically metered and verified. In the event that the Recipient registers the Project's RECs in WREGIS, the Recipient shall provide PGE with annual WREGIS retirement reports, confirming that a proportional number of Project RECs, calculated based on the RDF Funding as Percent of Project set forth in Section I(A), were retired for such year during the Project Life.
- L. **Compliance with Law.** Recipient, including its contractors, shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances and shall bear all costs associated with such compliance.
- M. **No Discrimination.** Recipient shall not discriminate based on a person's race, sex, religion, national or ethnic origin, age, disability, marital status, veteran status, sexual orientation, or gender identity in its programs or hiring practices. Recipient shall have written policies and procedures that ensure compliance with the obligations set forth in this Section I(M) and shall provide a copy of such policies and procedures to PGE upon request.

II. USE OF RENEWABLE DEVELOPMENT FUNDS

The RDF Award Amount set forth in Section I(A) represents an "up to" amount. The actual RDF Award Amount that Recipient will receive from PGE is calculated based on the actual documented Project costs incurred by Recipient multiplied by the RDF Funding Percent of Project Costs set forth in Section I(A), up to the RDF Award Amount set forth in Section I(A). Recipient may only apply the RDF Award Amount to capital costs associated with the construction or installation of equipment and approved outreach and education expenses associated with the Project. Expenses such as fees incurred for Project estimates or bids, administrative or project management costs, non-renewable energy equipment costs (e.g., electric vehicle supply equipment costs), and structural or other site

improvement costs that would otherwise occur without the Project (e.g., landscaping or re-roofing) are not eligible Project costs for reimbursement.

III. RECIPIENT DELIVERABLES

- A. **Award Recipient Webinar.** Recipient and Recipient's renewable energy or construction contractor and project manager shall attend the RDF award recipient webinar hosted by PGE. The webinar will cover funding award requirements and expectations, along with guidance to expedite the documentation and funding process. Webinar details will be provided upon execution of this Agreement.
- B. **Meeting with PGE Staff.** Recipient shall host a kickoff meeting with PGE within thirty (30) days after the Effective Date, introducing all relevant project staff to PGE.
- C. **Quarterly Progress Report.** Recipient shall submit a quarterly progress report on Cybergrants on the 15th day of the month following each calendar quarter after the Effective Date. For example, April 15th for Q1, July 15th for Q2 and so on. Recipient shall utilize the quarterly progress report form provided and submitted on CyberGrants.
- D. **Final Report.** Within thirty (30) days of completion of the Project, Recipient shall submit within on Cybergrants a final report in the form provided by PGE along with any supplemental documentation reasonably requested by PGE.
- E. **Communication Response Time.** Recipient must respond to all communications from PGE within ten (10) business days.

IV. EDUCATION AND OUTREACH REQUIREMENTS

- A. **PGE Renewable Development Fund Recognition statement:** Recipient shall include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the Project: "This project has been made possible by customers participating in PGE's Green FutureSM program through the PGE Renewable Development Fund."
- B. **Community Benefit.** Recipient shall implement or otherwise achieve the community benefit set forth in Section I(A). Recipient's quarterly report and final report shall include reporting on Recipient's community benefit progress and achievement.
- C. **Education Plan.** Recipient shall complete the activities and host the events identified in the Education Plan set forth in Section I(A). Recipient shall notify PGE of such events and PGE may participate in such events.
- D. **Permanent RDF Recognition.** Recipient shall develop, install, and maintain during the Project Life at least one permanent e sign at the Project location that publicly recognizes the contributions of PGE's RDF customers. Upon request by Recipient, PGE will provide samples of signage design and will support the development of the content for such signage.
- E. **RDF Logo Publication and Project Host Website Link.** Recipient shall publish the PGE Renewable Development Fund logo (or equivalent) and a link to the Project Website on

Recipient's website no later than the Completion Date. All other uses by Recipient of the Renewable Development Fund logo or PGE logo must be approved in writing by PGE prior to such use by Recipient. Recipient shall request such approval at least three (3) weeks prior to its desired use.

- F. **Portland General Electric Company Website.** PGE may include information regarding the Project, including photographs of the Project, in its customer communication materials, brochures and internet pages for purposes of supporting the Renewable Development Fund program.
- G. **Site tours.** Recipient shall provide PGE, including its customers and guests, with access to the Project for tours of the Project at least twice per year during the Project Life. PGE shall provide at least thirty (30) days advance notice for each tour of the Project.

V. REIMBURSEMENT

PGE will disperse the RDF Award Amount to Recipient within thirty (30) business days after Project completion and receiving confirmation that all funding requirements set forth in this Agreement, including reporting and documentation, have been met.

PGE will verify Project completion through the following steps:

- A. Confirm city/county permitting is finalized, including electrical inspection.
- B. For Projects subject to a Net Metering Agreement, confirm PGE net meter is installed and operational and the Project is grid tied. For Projects that are not subject to a Net Metering Agreement, confirm PGE has approved operation of the Project under the Interconnection Agreement.
- C. Final report is submitted by Recipient and approved by PGE, along with:
 - Itemization of each eligible Project expense – i.e. labor, permits, renewable energy generation equipment and materials
 - Copies of detailed invoices documenting total and eligible system costs and supporting itemization of expenses
 - Documentation of each outside funding source
 - Photos of the installation (.jpg) of the Project
 - Photos of signage and other educational collateral
 - Photos of any onsite monitoring system displays
 - Documentation of public relations and outreach efforts (e.g. press coverage, celebrations, etc.) and/or schedule of future events if efforts have not yet occurred
 - Documentation of community benefit

VI. AUDIT

PGE may perform a technical and/or financial audit of Recipient's use of the RDF Award Amount. Recipient agrees to provide support and cooperation for such audits. In the event an audit finds any amount of the RDF Award Amount was spent in a manner inconsistent with this Agreement, Recipient shall reimburse such amount to PGE within 30 days of being notified by PGE of such findings. Recipient has the right to cure any findings from an audit of Recipient's use of the RDF Award Amount within 30 days of being notified by PGE of such findings.

VII. MISCELLANEOUS

- A. **Termination.** In the event Recipient materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from PGE, PGE may terminate this Agreement. In the event of such termination, Recipient shall reimburse PGE a straight-line prorated amount of the RDF Award Amount for the remaining years of the Project Life.
- B. **Indemnification.** Recipient shall indemnify, defend and hold harmless PGE from any and all claims, liabilities, governmental fines and penalties and damages of every kind, including attorneys' fees, made against or incurred by PGE arising out of or resulting from (i) the procurement, installation and use of any component of the Project, and (ii) any willful misconduct or negligence of the Recipient and any third parties retained by Recipient in connection with this Agreement. Recipient's indemnity obligation shall not extend to any liability to the extent caused by the contributory negligence of PGE.
- C. **Limitation of Liability.** IN NO EVENT SHALL PGE BE LIABLE UNDER THIS AGREEMENT TO RECIPIENT OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. PGE'S TOTAL AGGREGATE LIABILITY UNDER AGREEMENT SHALL NOT EXCEED THE TOTAL RDF FUNDING AMOUNT RECEIVED BY RECIPIENT UNDER THIS AGREEMENT.
- D. **Severability.** If any provisions of this Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement should be construed to give effect as nearly as possible to the intent of the parties. The parties agree to work together to replace such invalid, illegal or unenforceable provision as promptly as possible with a provision that is valid, legal and enforceable.
- E. **Controlling Law and Venue.** THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. RECIPIENT IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND WAIVES ANY OBJECTION THAT RECIPIENT MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.
- F. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to create any liability to or any benefit for any person not a party to this Agreement.

G. Successors and Assigns. This Agreement shall be binding on the parties' successors, and insofar as assignment is permitted, on the parties' assignees.

The parties, through their duly authorized representatives, have executed this Agreement as of the dates indicated below.

RECIPIENT

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company: _____

PORTLAND GENERAL ELECTRIC COMPANY

Signature: _____

Date: _____

Printed Name: _____

Title: _____