



Malynda Wenzl, Mayor

Mariana Valenzuela, Council President
Angel Falconer, Councilor
Donna Gustafson, Councilor

Michael Marshall, Councilor
Karen Martinez, Councilor
Brian Schimmel, Councilor

[TVCTV Livestream](#)

[Zoom Webinar](#) Meeting ID: 850 7572 2488 Passcode: 97116

5:00 COMMUNITY ENHANCEMENT PROGRAM MEETING

See separate agenda.

CITY COUNCIL MEETING

A. 7:00 Call to Order

1. Roll Call
2. Land Acknowledgement
3. Pledge of Allegiance
4. Domestic Violence Awareness Month Proclamation
5. 250th Birthday of the US Navy and Marine Corps Proclamation

B. Public Comment: Time provided for anyone wishing to speak to City Council on an item not on the agenda or on the agenda but not scheduled for a public hearing. Comments are limited to 2 minutes unless additional time is granted by the Presiding Officer. The public comment period shall not exceed 30 minutes unless a majority of Councilors present vote to extend the time. Zoom attendees may use the "Raise Hand" option to be called on.

1. Written Public Comment

C. Consent Agenda: Items under the Consent Agenda are considered routine and will all be adopted with a single motion, without separate discussion. Councilors who wish to remove an item from the Consent Agenda may do so prior to the motion. Any item(s) removed will be discussed and acted upon following the approval of the remaining item(s).

1. Building Activity Report - September 2025
2. October 2025 Tourism Sponsorship Awards
3. October 2025 Tourism Capital Grant Award

D. Additions/Deletions

1. City Manager
2. Proposed by Councilors

E. Presentations: The Council will hold questions until the end of each presentation. A two-minute reminder will be given to the presenter to conclude remarks.

1. **7:15 Loop Trail Update**
Staff: Anne Lane, Parks & Recreation Director

F. Public Hearings, Ordinances, and Resolutions

1. **7:30 ORDINANCE 2025-03 AMENDING FOREST GROVE CODE OF ORDINANCES TITLE III (ADMINISTRATION), CHAPTER 34 (TAXES AND FEES), §34.26 (TAX IMPOSED) AND §34.38 (ADMINISTRATION) INCREASING THE LOCAL TRANSIENT LODGING TAX RATE FROM 2.5% TO 3.5%**
Staff: Bryan Pohl, Community Development Director, Miles Glowacki, Economic Development Coordinator
2. **7:35 RESOLUTION 2025-55 CLARIFYING USAGE OF THE STREETLIGHT FEE**
Staff: Jesse VanderZanden, City Manager
3. **7:45 RESOLUTION 2025-56 AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON SECRETARY OF STATE AND ARCHIVES DIVISION FOR ELECTRONIC RECORDS MANAGEMENT SERVICES**
Staff: Mariah Woods, City Recorder
4. **7:50 RESOLUTION 2025-57 ESTABLISHING TOURISM PROGRAM FUNDING AND REPEALING RESOLUTION 2023-52**
Staff: Bryan Pohl, Community Development Director, Miles Glowacki, Economic Development Coordinator
5. **8:00 RESOLUTION 2025-58 TRANSFERRING APPROPRIATIONS WITHIN VARIOUS FUNDS FOR PUBLIC WORKS FOR FISCAL YEAR 2025-26**
Staff: Sally Cicerchi, Assistant Finance Director
6. **8:10 RESOLUTION 2025-59 APPROVING THE 16-YEAR WHOLESALE POWER SALES AGREEMENT BETWEEN THE BONNEVILLE POWER ADMINISTRATION FOR THE POWER DELIVERY PERIOD OF OCTOBER 1, 2028, THROUGH SEPTEMBER 30, 2044, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT**
Staff: Keith Hormann, Light & Power Director

G. 8:15 Council Communications:

1. Councilor Reports
 - a. Mariana Valenzuela (LC, CDBGPAB)
 - b. Angel Falconer (HLB, JWC, CCESC, Chamber of Commerce)
 - c. Donna Gustafson (PAC, RWPCB, WCCCA)
 - d. Michael Marshall (CFC, P&R)
 - e. Karen Martinez (FGRFPD, SCC, FGSCC)
 - f. Brian Schimmel (CCE, EDC, TVHSC)
2. City Manager's Report
3. Mayor's Report (WCCC, R1ACT, MMC, WCC&MG, WCMG, MYAC)

H. 8:40 Adjournment

CITY COUNCIL WORK SESSION

No public comment will be taken. The Council will take no formal action.

8:45 Urban Reserve Planning Area

Staff: Daniel Riordan, Senior Planner

Americans with Disabilities Act (ADA) Notice: The City is committed to providing equal access to public meetings. Requests for accommodation can be submitted to the City Recorder at least 48 hours before the meeting at: mwoods@forestgrove-or.gov or 503-992-3235



PROCLAMATION

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender identities, socio-economic levels, religions, and abilities, but has a disproportionate effect on marginalized communities; and

WHEREAS, domestic violence includes physical, emotional, social, sexual, spiritual, financial, and digital abuse; and can occur between family members, intimate partners, and within dating relationships; and

WHEREAS, domestic violence impacts vulnerable victims including children, as approximately 50% of child abuse victims in Washington County also live in homes with domestic violence, and these experiences in childhood increase the likelihood of struggles with addiction, mental health, school, and other challenges; and

WHEREAS, Oregon sees higher rates of violence and abuse than the national average, with 42% of women and 39% of men experiencing domestic violence; and

WHEREAS, Washington County has united to address the impact of all forms of family violence including domestic violence, sexual assault, and child abuse, through our Family Justice Collaborative; and

WHEREAS, Domestic Violence Awareness Month provides a platform to show support for the domestic violence advocates, crisis hotline staff, and victim service organizations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM THE MONTH OF OCTOBER 2025, AS

DOMESTIC VIOLENCE PREVENTION MONTH

In Forest Grove, Oregon and calls upon the people to learn more about preventing domestic violence and to show support for the organizations and individuals who provide critical advocacy, resources, hope, and assistance to victims.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 13th day of October, 2025.

Malynda H. Wenzl

Malynda H. Wenzl, Mayor, City of Forest Grove

PROCLAMACIÓN

CONSIDERANDO QUE, la violencia doméstica es un delito grave que afecta a personas de todas las razas, edades, identidades de género, niveles socioeconómicos, religiones y capacidades, pero tiene un efecto desproporcionado en las comunidades marginadas; y

CONSIDERANDO QUE, la violencia doméstica incluye abuso físico, emocional, social, sexual, espiritual, financiero y digital; y puede ocurrir entre miembros de la familia, parejas íntimas y dentro de las relaciones de noviazgo; y

CONSIDERANDO QUE, la violencia doméstica afecta a víctimas vulnerables, incluyendo niños, debido a que aproximadamente el 50% de las víctimas de abuso infantil en el condado de Washington también viven en hogares con violencia doméstica, y estas experiencias en la infancia aumentan la probabilidad de caer en la adicción, la salud mental, la escuela y otros desafíos; y

CONSIDERANDO QUE, en Oregon se observan tasas más altas de violencia y abuso que el promedio nacional, con el 42% de las mujeres y el 39% de los hombres experimentando violencia doméstica; y

CONSIDERANDO QUE, el Condado de Washington se ha unido para abordar el impacto de todas las formas de violencia familiar, incluida la violencia doméstica, la agresión sexual y el abuso infantil, a través de nuestro Family Justice Collaborative; y

CONSIDERANDO QUE, el Mes de Concientización sobre la Violencia Doméstica brinda una plataforma para mostrar apoyo a los defensores de la violencia doméstica, el personal de la línea directa de crisis, las organizaciones de servicios para víctimas y los fiscales y los agentes del orden público que responsabilizan a los infractores.

AHORA, POR LO TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE FOREST GROVE POR LA PRESENTE PROCLAMA EL MES DE OCTUBRE DE 2025, COMO

MES DE CONCIENTIZACIÓN SOBRE LA VIOLENCIA DOMÉSTICA

En Forest Grove, Oregon, y llama a la gente a aprender más sobre cómo prevenir la violencia doméstica y a mostrar su apoyo a las organizaciones y personas que brindan defensa, recursos, esperanza y asistencia crucial a las víctimas.



EN TESTIMONIO DE LO CUAL, he suscrito la presente y he hecho que el sello de la Ciudad de Forest Grove, Oregon, se emplace en este día 13 de octubre de 2025.

Malynda H. Wenzl, Alcalde, Ciudad de Forest Grove



PROCLAMATION

WHEREAS, the United States Navy was first established on October 13, 1775, when the Second Continental Congress passed a resolution creating the Continental Navy; and

WHEREAS, the United States Marine Corps was established by the Second Continental Congress on November 10, 1775; and

WHEREAS, the first unit of the Marine Corps was formed shortly thereafter when Captain Samuel Nicolas recruited members and carried out the Marine Corps' first amphibious operation, seizing much needed gunpowder from the British for the Continental Army; and

WHEREAS, the U.S. Marine Corps has served in nearly every conflict in United States history, and by 1943 the United States Navy had become the largest navy in the world; and

WHEREAS, Navy and Marine Corps veterans and their families are an integral part of our community; and

WHEREAS, it is most fitting for our community to pause and reflect on the rich history, unwavering dedication, and innumerable sacrifices of members of the Navy and Marine Corps in their undaunted and immeasurable service to our nation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM THE OCTOBER 13, 2025, AS

THE 250TH BIRTHDAY OF THE UNITED STATES NAVY AND MARINE CORPS

In Forest Grove, Oregon and calls upon the people to join their fellow citizens across the United States in recognizing and participating in this special observance.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 13th day of October, 2025.

Malynda H. Wenzl, Mayor, City of Forest Grove



PROCLAMACIÓN

CONSIDERANDO QUE, la Marina de los Estados Unidos fue establecida por primera vez el 13 de octubre de 1775, cuando el Segundo Congreso Continental aprobó una resolución creando la Marina Continental; y

CONSIDERANDO QUE, el Cuerpo de Marines de los Estados Unidos fue establecido por el Segundo Congreso Continental el 10 de noviembre de 1775; y

CONSIDERANDO QUE, la primera unidad del Cuerpo de Marines se formó poco después, cuando el Capitán Samuel Nicolas reclutó miembros y llevó a cabo la primera operación anfibia del Cuerpo de Marines, al apoderarse de la pólvora necesaria de los británicos para el Ejército Continental; y

CONSIDERANDO QUE, el Cuerpo de Marines de los Estados Unidos ha participado en casi todos los conflictos de la historia del país, y que para 1943 la Marina de los Estados Unidos se había convertido en la más grande del mundo; y

CONSIDERANDO QUE, los veteranos de la Marina y del Cuerpo de Marines, así como sus familias, son una parte integral de nuestra comunidad; y

CONSIDERANDO QUE, es sumamente apropiado que nuestra comunidad se detenga a reflexionar sobre la rica historia, la inquebrantable dedicación y los innumerables sacrificios de los miembros de la Marina y del Cuerpo de Marines en su valiente e invaluable servicio a nuestra nación.

AHORA, POR TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE FOREST GROVE PROCLAMA POR LA PRESENTE EL 13 DE OCTUBRE DE 2025, COMO

EL 250.º ANIVERSARIO DE LA MARINA Y DEL CUERPO DE MARINES DE LOS ESTADOS UNIDOS

En Forest Grove, Oregon, hace un llamado a la población para unirse a sus conciudadanos en todo Estados Unidos en el reconocimiento y la participación en esta conmemoración especial.



EN TESTIMONIO DE LO CUAL, he suscrito la presente y he hecho que el sello de la Ciudad de Forest Grove, Oregon, se emplace en este 13 de octubre de 2025.

Malynda H. Wenzl, Alcaldesa, Ciudad de Forest Grove

Mariah Woods

From: noreply@civicplus.com
Sent: Tuesday, September 30, 2025 4:42 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Laura
Last Name	Lewis
City	Forest Grove
State	Oregon
Zip	97116
Email	[REDACTED]
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	Greetings all, My name is Laura Lewis and I am the Social Studies Department Chair at Forest Grove High School. I am reaching out to invite you to our upcoming Veterans Day Assembly at Forest Grove High School. We value the work you do for our community and understand you are likely infinitely busy. That being said, we welcome your attendance at our annual assembly, and are looking forward to a morning of community and positive messaging that brings so many generations together. The details for the assembly are as follows: Thursday, November 6th at 9:45am at FGHS. Veterans arrive any time after 9am to mingle, have coffee, etc. and then the assembly runs from 9:45-10:45. I will also be reaching out to our district administration, our school board, and other esteemed members of our community. If you feel there is anyone else who may be interested in

attending, please let me know and/or pass the invitation along.

If at all possible, I would appreciate an RSVP, which will allow me to not only reserve you a seat during the assembly, but welcome you personally as you arrive.

Thank you for all you do, and I hope to see you on Nov 6th.

Email not displaying correctly? [View it in your browser.](#)

Mariah Woods

From: Dale Feik [REDACTED]
Sent: Wednesday, October 01, 2025 6:17 AM
To: 'Kathryn Harrington'; 'Nafisa Fai'; 'Pam Treece'; 'Jerry Willey'; 'Jason Snider'; Malynda Wenzl; 'Beach Pace'; 'Lacey Mayor Beaty'
Cc: 'Tanya Ange'; 'Washington County Administrative Office'; City Councilors; 'Amber Ames'; 'Callie DA Peters'; chair@washcodems.org; 'Lauren Bishop'; 'Laura Gunderson'; 'WC CAN Board'; cityrecorder@beavertonoregon.gov; 'Direct Action Committee'
Subject: Washington County Housing Authority Board of Directors, Dale Feik Public comment for Oct 7 2025, Hegseth/Trump
Attachments: H C Richardson Letters from an American Oct 1 2025 Hegseth Trump Housing Authority.docx

To: Housing Authority Board of Directors, Kathryn Harrington, Chair of Washington County Commission and Commissioners, Jerry Willey, Pam Treece, Nafisa Fai, Jason Snider, and HA Directors Michael Savara and Caroline Roper

To: Malynda Wenzl, Mayor of Forest Grove, and City Councilors

To: Beach Pace, Mayor of Hillsboro, and City Councilors

To: Lacey Beaty, Mayor of Beaverton, and City Councilors

Re: Heather Cox Richardson's Letter from an American after Defense Secretary Pete Hegseth and President Trump spoke to 800 nation's top military generals and admirals

Please open the attachment titled 'H C Richardson letters from an American Oct 1, 2025, Hegseth Trump Housing Authority.docx'

The attachments starts with:

"Last Thursday, September 25, Defense Secretary Pete Hegseth suddenly announced he was calling about 800 of the nation's top military generals and admirals, along with their top enlisted advisors, to meet at Marine Corps Base Quantico, in Virginia, today. Such a meeting was unprecedented, and its suddenness meant military leaders across the world had to drop everything to run to Washington, D.C., at enormous financial cost for the country. Under those extraordinary circumstances, speculation about what Hegseth intended to say or do at the meeting has been widespread."

"Now we know. This morning, in front of a giant flag backdrop that echoed the opening scene from the movie Patton, Hegseth harangued the career military leaders, pacing as if he were giving a TED talk. The event was streamed live to the public, making it clear that the hurry to get everyone to Washington, D.C., in person was not about secrecy."

"In his speech, Hegseth reiterated his vision of a military based in what he calls the "warrior ethos." Ignoring the military's mission of preventing wars through deterrence, its professional and highly educated officer corps, and its modern structure as a triumph of logistics, he told the military leaders that today was "the liberation of America's warriors, in name, in deed and in authorities. You kill people and break things for a

living. You are not politically correct and don't necessarily belong always in polite society."

Further into her attached letter Richardson wrote:

"...Although the Hatch Act prohibits the use of government resources for partisan gain, the White House ignored the act to blame Democrats for the shutdown. This afternoon, Emine Yücel of Talking Points Memo reported that federal employees at the Social Security Administration, Small Business Administration, the Department of Health and Human Services, and the Department of Commerce—and as well as other agencies—received an email blaming Democrats for the looming shutdown. It said Trump "opposes a government shutdown," but Democrats were "blocking this Continuing Resolution in the U.S. Senate due to unrelated policy demands."

"The website for the Department of Housing and Urban Development showed a banner reading: "The Radical Left are going to shut down the government and inflict massive pain on the American people unless they get their \$1.5 trillion wish lists of demands. The Trump administration wants to keep the government open for the American people."

So, please do everything that you can as the Housing Authority of Washington County to keep programs functioning for the residents of Washington County.

If you did not open and read Richardson's letter, please read how she ended it. I copied and pasted it after the Cc of this email.

Respectfully,

Dale Feik


"Justice and freedom; discussion and criticism; intelligence and character-- these are the indispensable ingredients of the democratic state. We can be rich and powerful without them but not for long." -Robert M. Hutchins

Cc: Tanya Ange, WCounty Administrator
Kevin Moss, WC Clerk
Amber Ames, Hillsboro City Council clerk
Mariah Woods, Recorder/clerk, Forest Grove City Council
Recorder, Beaverton City Council
Laura Gunderson, The Oregonian, editor and vice president of content

Lauren Bishop, Forest Grove and Hillsboro NewsTimes editor
Washington County Citizen Action Network (WC CAN) Board of
Directors
Callie Peters, Chair, Washington County Dems Direct Action
Workgroup and Committee members
Martita Meiers, Chair Washingtoncodems Central Committee

Heather Cox Richardson ended her letter with:

"...In Boston today, Judge William G. Young answered an anonymous correspondent who trolled the judge on June 19 by writing a postcard that said: 'TRUMP HAS PARDONS AND TANKS.... WHAT DO YOU HAVE?' Young reproduced the writing at the top of his decision finding that Trump's attempted deportations of legal residents for their pro-Palestinian speech violated the First Amendment. Then the judge answered: 'Dear Mr. or Ms. Anonymous, Alone, I have nothing but my sense of duty. Together, We the People of the United States—you and me—have our magnificent Constitution.' Judge Young explained how Trump's officers are using fear—through masked ICE agents, for example—"to terrorize Americans" so they stop resisting the president's attempts to silence opposition. But, the judge went on, "The United States is a great nation, not because any of us say so. It is great because we still practice our frontier tradition of selflessness for the good of us all. Strangers go out of their way to help strangers when they see a need. In times of fire, flood, and national disaster, everyone pitches in to help people we've never met and first responders selflessly risk their lives for others. Hundreds of firefighters rushed into the Twin Towers on 9/11 without hesitation desperate to find and save survivors. That's who we are. And on distant battlefields our military 'fought and died for the men [they] marched among.' Each day, I recognize (to paraphrase Lincoln again) that the brave men and women, living and dead, who have struggled in our Nation's service have hallowed our Constitutional freedom far above my (or anyone's) poor power to add or detract. The only Constitutional rights upon which we can depend are those we extend to the weakest and most reviled among us."

*"The judge concluded: 'I fear President Trump believes the American people are so divided that today they will **not** stand up, fight for, and defend our most precious constitutional values so long as they are lulled into thinking their own personal interests are not affected.'"*

"Is he correct?"

Mariah Woods

From: noreply@civicplus.com
Sent: Wednesday, October 01, 2025 10:01 AM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Linda
Last Name	Taylor
City	Forest Grove
State	OR
Zip	97116
Email	[REDACTED]
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	No
Question / Comment	To Mayor Wenzl & Council- A note to express my deepest gratitude that our mayor is standing up against the abridgement of constitutional rights in our region by joining in the "JOINT STATEMENT DENOUNCING ANY ATTEMPT TO FEDERALLY MILITARIZE THE PORTLAND METRO AREA". She is the kind of brave, courageous and compassionate leader we need always, and most especially in times like these. We are proud to have Mayor Wenzl working on our behalf. Thank you! Linda Stiles Taylor

Email not displaying correctly? [View it in your browser.](#)

Mariah Woods

From: Charlotte Lumae [REDACTED]
Sent: Friday, October 03, 2025 7:07 AM
To: City Councilors
Subject: I am proud of our local mayors for standing together in solidarity

Forest Grove City Council,

I am proud of our local mayors for standing together in solidarity to reject the federal militarization of the Portland Metro region. Thank you to Mayor Malynda Wenzyl of Forest Grove, Mayor Lacey Beaty of Beaverton, Mayor Jeff Dalin of Cornelius, Mayor Keith Wilson of Portland, and all the rest who signed the JOINT STATEMENT DENOUNCING ANY ATTEMPT TO FEDERALLY MILITARIZE THE PORTLAND METRO AREA. Thank you for your service to our communities in these very challenging times. Thank you for your courage to stand up in support of the rule of law. I read the letter this morning and it renewed my hope. I hope everyone takes the time to read it. Here is a link.

<https://www.portland.gov/mayor/keith-wilson/documents/joint-statement-denouncing-attempt-federally-militarize-portland-metro/download>

Respectfully,
Charlotte

Charlotte Lumae, M.Ed. (she/her pronouns) [Hear my name](#)

text: [REDACTED]

email: [REDACTED]

web: www.facebook.com/clumae

Mariah Woods

From: Christopher Zehar [REDACTED]
Sent: Monday, October 06, 2025 9:15 PM
To: City Councilors
Subject: Ongoing Traffic Hazard at Forest Grove High School

Chief Riemann,

At Forest Grove High School, both buses and students are routinely running stop signs, creating a serious traffic hazard. I reported this to Code Enforcement, but the officer stated it wasn't within her authority and should be handled by patrol.

If that's the case, I would like clarification on why she is wearing a vest labeled "POLICE" if she does not handle law enforcement matters. This situation needs attention before someone gets hurt because of carelessness of Code enforcement and the drivers.

Thank you for your time and prompt response

Sent from my iPhone

Mariah Woods

From: Dale Feik [REDACTED]
Sent: Tuesday, October 07, 2025 5:45 AM
To: 'Kathryn Harrington'; 'Nafisa Fai'; 'Pam Treece'; 'Jerry Willey'; 'Jason Snider'; Malynda Wenzl; 'Beach Pace'; 'Lacey Mayor Beaty'
Cc: 'Tanya Ange'; 'Washington County Administrative Office'; City Councilors; 'Amber Ames'; 'Callie DA Peters'; chair@washcodems.org; 'Lauren Bishop'; 'Laura Gunderson'; 'WC CAN Board'; cityrecorder@beavertonoregon.gov; 'Direct Action Committee'; mrogoway@oregonian.com; 'Representative Susan McLain'
Subject: National Guard in Oregon, Dan Rayfield's actions, Fake image of Oregon Protest, Rep Susan McLain
Attachments: National Guard Portland Dan Rayfield actions fake images public Comment Dale Feik.docx

To: Kathryn Harrington, Chair of Washington County Commission and Commissioners, Jerry Willey, Pam Treece, Nafisa Fai, Jason Snider

To: Malynda Wenzl, Mayor of Forest Grove, and City Councilors

To: Beach Pace, Mayor of Hillsboro, and City Councilors

To: Lacey Beaty, Mayor of Beaverton, and City Councilors

Re: Please open the attachment titled 'National Guard Portland, Dan Rayfield actions, fake images, public comment Dale Feik.docx'

I copied it and pasted it below my closing/Cc below.

Respectfully,

Dale Feik
[REDACTED]

"Justice and freedom; discussion and criticism; intelligence and character--these are the indispensable ingredients of the democratic state. We can be rich and powerful without them but not for long." - Robert M. Hutchins

Cc: Tanya Ange, WCounty Administrator
Kevin Moss, WC Clerk
Amber Ames, Hillsboro City Council clerk
Mariah Woods, Recorder/clerk, Forest Grove City Council
Recorder, Beaverton City Council
Laura Gunderson, The Oregonian, editor and vice president of content
Lauren Bishop, Forest Grove and Hillsboro NewsTimes editor
Washington County Citizen Action Network (WC CAN) Board of Directors

From Representative Susan McLain's

Newsletter: *"Our state has been in the spotlight this week as President Trump has made repeated efforts to deploy National Guard troops into Portland. Governor Kotek, Attorney General Rayfield, and the State Legislature are paying close attention to this issue and acting to protect the rights and daily life of Oregonians. The Oregon Department of Justice immediately filed a lawsuit to stand up to this federal overreach. The legal process unfolded quickly, and AG Rayfield's office has provided the graphic below with a timeline of updates."*

WHAT JUST HAPPENED WITH NATIONAL GUARD IN OREGON?

• SUNDAY 9/28: President takes control of Oregon Nat'l Guard; Oregon DOJ immediately sues

We followed the lawsuit with a motion for a Temporary Restraining Order (TRO), filed early Monday, asking the court to immediately stop the federalization and deployment.

• SATURDAY 10/4: Federal judge blocks president's order to send Oregon Nat'l Guard to Portland

After a hearing on Friday, a judge in the U.S. District Court in Portland rules that the president's attempt to federalize and deploy Oregon Nat'l Guard is unconstitutional.

• SUNDAY 10/5: President tries to bypass the court by sending CA & TX Nat'l Guard to Oregon; Federal judge stops him again

After reports of CA Nat'l Guard troops being sent to Oregon, we updated our lawsuit and filed another motion to stop this latest illegal action. Late Sunday, the judge issued a sweeping ruling prohibiting the deployment of any Nat'l Guard forces—from any state or DC—to Oregon.

• WHAT'S NEXT

Oregon DOJ will continue to hold the line and uphold the Constitution and rule of law.



The Oregon Republican Party used a doctored photo on its social media accounts to make it look like Portland was burning. Story in The Guardian: <https://www.theguardian.com/us-news/2025/oct/06/oregon-republicans-protest-photo-south-america>

Republicans post fake image of protest – using photos of South America



5:30 PM · Oct 5, 2025 · 3,342 Views

📷 A screenshot of a post on X from the Oregon Republican party, posted on X

On closer inspection, however, it turned out that the image was a photograph of a real event in Portland, but instead a fabrication combining two photographs of scenes that unfolded in SoCal a decade apart.

From Representative Susan McLain's
Newsletter – next two paragraphs:

I was honored to attend Governor Kotek's bill signing for [HB 2299](#). I was a Co-sponsor of HB 2299 to address the serious and disturbing issue of fake intimate images (deepfakes) used as tools of harassment or intimidation. Oregon statute already outlaws unauthorized use of an intimate image, also known as revenge porn. In response to technological advances resulting in increasingly realistic false images and videos, HB 2299 updates the statute to address the dissemination of intimate digital image forgeries. Victims have been targeted with deepfake images that are nearly indistinguishable from real ones, and the harm must be treated with the same attention. The bill passed **unanimously** in the House and the Senate during the Regular Session.

HB 2299 came about because community members, including one of my constituents, shared their stories. A parent in Forest Grove reached out to me last Spring about her daughter's experience, and her advocacy was at the foundation of this policy. Representative Mannix, Representative Hartman, a champion for survivors, were critical leaders and advocates for this legislation. I am grateful to both of them and all those who advocated for this bill to reach the Governor's desk.

Dale Feik's request: Please encourage Representative McLain to sponsor another bill to address fake images that portray inaccurate/misleading propaganda that creates the opportunity for Donald Trump to declare a national insurrection so he can continue to create a military coup, a police state.

Mariah Woods

From: noreply@civicplus.com
Sent: Thursday, October 09, 2025 12:31 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Thomas
Last Name	Stonick
City	Forest Grove
State	OR
Zip	97116
Email	[REDACTED]
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	Help! My name is Thomas Stonick. I left CloverLeaf Shelter 9 months ago because it was dangerous, and I came to Forest Grove because it was one of my favorite towns. I used to come through 'on shift' with Doordash. I used to live in Hillsboro, 2 years ago. I immediately asked for hospitality and support from the library staff and the police department--to become housed, and rent a room, and be introduced to the community, while I worked out at 1440 gym and acclimated. That was 9 months ago. Instead, I was thoroughly oppressed and harassed by the police, introduced to fraudulent hospitality by Bob, who falsely offered me shelter and food as some sort of fake Religious Scam, and I was routinely barred from having any safe place to sleep outside, when I desperately needed to recover sleep and get back to work. My car was towed and fully lost to a legal loophole, is how I lost my UberEats job, became houseless and was blocked from

retrieving all my possessions. My car got towed about 3 days after I left a weird housing situation with an insomniac, Hillsboro. I was staying in a hotel at the time. After the tow, I was simply out on the street, 34 degrees.

The Cloverleaf shelter offered, was not safe, so I left and needed some local support in Forest Grove. I got NONE! Bob also said he'd try to hook me up with college housing, but that was a lie. He only got my email address and Satan-banned me with Christian narcissism. This man helped ruin my life, as well as the Forest Grove Foundation, who apparently didn't have the human capacity to also help find me a place to rent in Forest Grove, when I was well.

I never got to chill and work out at the gym, find a community to help and support me, and now I am literally dying of disease, houseless in Beaverton, having had no one in any community in Washington County to help me when I asked for help.

7 Years of College wasted. Several Talents Wasted. I am now literally losing my life for being banned from finding a safe place to sleep in the entire Washington County for 9 months in a row. This includes all the fraudulent housing services and social support lie industries.

It appears I am not going to be recovering my life. I really was expecting kind and sane hospitality in Forest Grove.

I still can't believe that wasn't provided; it literally cost me my life.

I am now over 350 hours behind on sleep and losing my brain function due to early onset aging.

If there is any support, please provide it now, I am in peril. I cannot escape how much I love the look of the hills in the distance, in Forest Grove.

(P.s. I haven't been able to find my own rental, because I somehow got a rental ban that prevents me from finding housing, literally. I never had the police investigate why. Probably due to an agency that hurt me for criticizing the covid-vaccine).

-Thomas

Email not displaying correctly? [View it in your browser.](#)

October 10, 2025

Honorable Mayor Wenzel and Members of the City Council,

The Forest Grove/Cornelius Chamber of Commerce would like to provide clarity and context regarding the history of the Main Street program discussion and our position moving forward.

The Chamber Director participated in the City-coordinated working group led by then Economic Development Manager Brenna Fulks and served as part of the Steering Committee formed to explore the potential of a Main Street program for Forest Grove.

On September 8, 2024, the Chamber officially registered with the Oregon Main Street Board Institute. We were provided materials by Sherry Stuart, including the Board Handbook, Board Service Graphic, and Guide for Nonprofit Board Service. At that time, we had not yet seen any other organizations apply, so we continued to take the necessary steps to prepare and move the process forward responsibly.

When the initial application period opened in late 2024, no organizations had yet applied. Recognizing the importance of this opportunity for our downtown and broader business community, the Chamber formally began the application process and informed the City's Economic Development Commission. The Commission expressed full support for the Chamber's initiative. The effort was then brought before the Economic Development Commission in November, where the formal discussion began.

From the beginning, our intentions have always been to do what is right for our business community, not just for downtown but for all the businesses we serve throughout Forest Grove and Cornelius. When we decided to apply, it was because no one else had submitted an application, and we wanted to ensure our community did not lose the opportunity to access Main Street resources and potential grant funding. The Chamber has a strong record of successfully securing grants and viewed this as a way to strengthen our local economy.

At that time, our goal was also to help support the organizational capacity of partners who might not have had the structure or staffing to take this on alone. We entered the process in good faith, ready to collaborate and create a framework that would benefit the entire community.

It was during a City Council meeting, when the Economic Development Coordinator gave his update and referred to the Chamber as having the support of the EDC to apply for the Main Street program, that Councilor Donna Gustafson stated that City Club was also interested in applying. This created a perceived conflict of interest and led to the process being paused. The matter was then referred to a City Council work session for further discussion.

Although the Chamber had concerns about City Club's organizational readiness to oversee a Main Street program, we remained open to collaboration. The Chamber worked with the City to draft a Memorandum of Understanding (MOU) that outlined a transparent partnership between the City, the Chamber, and City Club. The Chamber brought the MOU ready to sign, but City Club declined to sign the version developed collaboratively. Instead, they proposed an alternate version that required the Chamber to sign a Non-Disclosure Agreement (NDA).

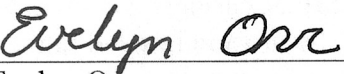
The Chamber of Commerce was represented on the committee by Claudia Yakos and Hope Kramer and remained active members of the Main Street committee up until the request for NDAs was made. Because the Main Street framework emphasizes transparency and community collaboration, the Chamber chose not to sign. We believe NDAs have no place in a Main Street process that depends on open communication and shared trust, as reiterated in the Main Street assessment.

Moving forward, if the City Council intends for City Club to continue overseeing or coordinating the Main Street program, the Chamber believes it is essential to ensure proper alignment and accountability. We respectfully recommend that a new, independent nonprofit organization be established to manage the program, led by someone without conflicts of interest, supported by clear governance, and guided by the Oregon Main Street model's principles of openness and collaboration.

The Chamber will continue to champion efforts that support business vitality, economic development, and community trust. We are committed to working with the City and any future partners to ensure that the Main Street program, if implemented, truly reflects the collaborative spirit and shared vision of Forest Grove.

Thank you for the opportunity to clarify our position and reaffirm our ongoing commitment to strengthening our local business community.

Respectfully submitted,



Evelyn Orr
Board Chair
Forest Grove/Cornelius Chamber of Commerce



Claudia Yakos
Executive Director
Forest Grove/Cornelius Chamber of Commerce

Monthly Building Activity Report

September-25

2025-2026

	Period: September-24		Period: September-25	
Category	# of Permits	Value	# of Permits	Value
Man. Home Setup	1		4	
Res 1 & 2 Family New	19	\$ 6,721,414.77	3	\$ 1,036,117.28
SFR Addition & Alt/Repair	5	\$ 39,034.56	7	\$ 164,023.75
MultiFamily New				
Multi Family Alterations/Repair/Additions				
Group Care Facility Alt/Repair				
Commerical New				
Commerical Addition				
Commercial Alt/Repair	5	\$ 810,051.00	1	\$ 2,123.65
Industrial New			1	\$ 2,947,185.00
Industrial Addition				
Industrial Alt/Repair				
Gov/Pub/Inst (new/add)	3	\$ 35,140.00	1	\$ 1,200,000.00
Signs			4	\$ 32,960.00
Grading	1			
Demolitions				
Total	34	\$7,605,640	21	\$5,382,410

Fiscal Year-to-Date

2024-2025		2025-2026	
Permits	Value	Permits	Value
105	\$32,402,637	78	\$32,568,696

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: October 13, 2025

PROJECT TEAM: Bryan Pohl, Community Development Director
Miles Glowacki, Economic Development Coordinator

SUBJECT TITLE: October 2025 Tourism Sponsorship Awards

ACTION REQUESTED: ☐ Ordinance ☐ Order ☐ Resolution ☒ Action

2040 VISION PLAN

Goal: Economy

Outcome: Revitalize Downtown

Action: 1.11 Encourage and attract more events downtown to promote foot traffic

BACKGROUND

On November 13, 2023 City Council established the Tourism Sponsorship program with approval of Resolution 2023-52. The program is funded by the City's Transient Lodging Tax (TLT). The TLT is a tax collected from lodging guests, defined as daily or weekly renters at hotels, motels, and other lodging establishments within the city limits.

The program allows event organizers the opportunity to apply for up to \$5,000 in sponsorship funding. In exchange for sponsorship funding, the event organizer must produce marketing materials to publicize the event and ensure that the city receives recognition on the marketing materials.

The city will only award sponsorship equal to or less than the maximum sponsorship level of an event. If an event lacks a predefined sponsorship program, the maximum award for the event shall be \$2,000. Organizations are subject to an annual cap of \$12,000 in event sponsorships.

The purpose of the Tourism Event Sponsorship program is to provide financial assistance to events that directly contribute to the growth, development, and promotion of tourism to increase overnight lodging stays in Forest Grove, to increase awareness of the City's downtown, and to encourage events that promote foot traffic.

Sponsorship awards are placed on the consent agenda for consideration. The program is currently funded at \$40,000 for FY 25_26. Staff have reviewed the applications to ensure they meet the goals and criteria of the program.

Staff is forwarding two sponsorship requests to the City Council for consideration.

1. Adelante Mujeres has requested \$5,000 to sponsor their Dia de Los Muertos celebration.
2. Adelante Mujeres has requested \$3,500 to sponsor Casa Qui's 5th anniversary celebration, to be held during the Fall Wine Walk.

FISCAL IMPACT

Staff's recommendation would result in a \$4,000 expenditure from the Transient Lodging Tax Fund.

RECOMMENDATION

Staff recommends City Council approve a \$2,000 sponsorship for the Dia de Los Muertos event. Since the event does not have a predefined sponsorship program, the proposed amount is consistent with the City's sponsorship policy.

Staff recommends City Council approve a \$2,000 sponsorship for the Dia de Los Muertos event. Since the event does not have a predefined sponsorship program, the proposed amount is consistent with the City's sponsorship policy.

ATTACHMENT/S:

- Casa Qui Anniversary Party 2025 Sponsorship Application
- Adelante Mujeres - Dia de Los Muertos 2025 Sponsorship Application

Print**Tourism Event Sponsorship Program - Submission #1706****Date Submitted: 9/11/2025****Purpose**

The purpose of this program is to provide financial assistance to events that directly contribute to the growth, development, and promotion of tourism with the objective of increasing overnight lodging stays within the City of Forest Grove. The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of event sponsorship requests received by the City of Forest Grove.

Overview

The City of Forest Grove allocates Transit Lodging Tax (TLT) dollars toward events that support the City's goals, objectives and values; generate additional stays in the city's hotels and motels, and can demonstrate a clear alignment with the tourism program's purpose and objectives. The City reserves the right to decline any requests for sponsorship if the event does not meet the program criteria and guidelines, conflicts with the city's goals, objectives and values, and/or is not in alignment with the tourism program's purpose and objectives.

Review and Approval

The Economic Development Office is responsible for administering the Tourism Program. Applicants must complete a Tourism Event Sponsorship Program application. City staff will prepare a memo outlining the applications and making funding recommendations for Council approval on the Consent Agenda.

Eligibility

The Tourism Event Sponsorship Program is open to all businesses and non-profits located in the City of Forest Grove.

Criteria

1. The event must be open to the general public.
2. A portion of the expected attendees will likely travel from outside Forest Grove.
3. A portion of the expected attendees will likely stay overnight in Forest Grove.
4. Application must be received at least 90 days in advance of the event.
5. If the event has sponsorship levels established, then the city will only award a sponsorship equal to or less than the maximum sponsorship level. Events without established sponsorship programs, the maximum award for the event shall be \$2,000.
6. The event organizer must produce marketing materials and include the City in those marketing materials. At a minimum, examples include a banner, website posting, social media posting, brochures, and other marketing materials. This requirement assures that the event organizer adequately publishes the event and recognizes the event sponsor(s).
7. Organizations will only be awarded sponsorships up to an annual cap of \$12,000

Review Considerations

- Audience Demographics
- Budget
- Legal Compliance
- Timing
- Long-term Relationship Building
- Post-Event Evaluation
- Benefits and Visibility
- Logistics and support
- Potential Overnight Stays
- Event History
- Sponsorship Tiers
- Customization of sponsorship packages
- Measurement and analytics

Possible Expectations

- Branding and Visibility - Logo placement on event promotional materials, including event website, banners, flyers, advertisements (digital and print), and signage.
- Recognition during open and closing remarks, if applicable.
- Booth or Exhibition Space - City may opt in to utilizing booth or exhibition space (at no cost to the city).
- Advertising and Promotion - Advertisements in event programs and materials. Social Media mentions and promotions. Access to the event's attendee/ticket contact information lists.
- Access to Event Photos

Acknowledement*☒ Yes

I have read all of the above listed information.

Event Name*

Adelante Mujeres - Dia de los Muertos

Group Name*

Adelante Mujeres

Contact Name*

Jodi Monroy

Phone Number*

5034535153

Email Address*

jmonroy@adelantemujeres.org

Contact Address*

2030 Main St suite A

City*

Forest Grove

State*

OR

Zip Code*

97116

Requested Funding Amount*

5000

Event Location*

2030 Main St. Suite A Forest Grove, OR 97116 – Outside, in front of the Adelante Mujeres building.

Event Dates and Hours*

10/29/2025

04:00 PM

—

10/29/2025

08:00 PM

Event Website*<https://www.adelantefarmersmarket.org/forest-grove-events/dia-de-los-muertos>**Event Social Media Handles***Instagram: @adelantefarmersmarket, @adelantemujeres.
Facebook: <https://www.facebook.com/search/top?q=adelante%20mujeres>

List all that apply.

Describe the Event*

Every year, the Adelante Mujeres Dia de los Muertos (Day of the Dead) celebration at the Forest Grove Farmers Market stands as the culminating event of the Farmers Market season. However, Dia de los Muertos is also a special day for us to honor our loved ones who are no longer with us. This is also an appropriate closing market day event as the harvest season winds down and the Forest Grove Farmers Market sleeps for the winter.

Though many cultures in Latin America celebrate similar holidays, Dia de los Muertos is rooted in indigenous Mexican, Aztec and Nahua heritage, to honor the dead dating back almost 3,000 years ago to pre-Columbian Mesoamerica. As it is known today, this day is usually held on November 1st and 2nd, and it is believed that during this time the border between the spirit world and real-world dissolves. This is a time for families and friends to gather, build altars known as ofrendas, where the living honor their dead loved ones by offering them food, drinks, and celebrate with music and dance.

Our Dia de los Muertos event honors the traditional roots of this popular holiday through art exhibits including the ofrendas inside of the Adelante Mujeres building, where participant families are invited to help create them. Families add pictures of their loved ones, along with their favorite snacks and other items that hold sentimental value.

There will be Danza Azteca performances by local dance groups who will perform traditional Aztec dances to honor those who have passed as well as other cultural music and performances throughout the evening

Adelante will provide Pan de Muerto with Champurrado, sweet bread and a hot chocolate and corn-based drink, traditionally served on this day, to the community, for free as well as host activities aligned with the celebration, such as sugar skull decorating and visits to the ofrendas with educational components.

We are asking for the City of Forest Grove to help sponsor this event so that we can offer these activities to our community. The Farmers Market is a special place for our community to gather and we want to honor and show appreciation to our community by offering a great event.

Describe your Marketing Plan Including Anticipated Reach*

We will be advertising on all our social media channels with posts leading up to the event. Our social media channels of Facebook and Instagram together have a following of 16,000. We also utilize other outreach strategies to include the following:

Person-to-person referrals

Flyers, Posters, Brochures, Cards

Culturally Specific Radio Stations (La Gran D, Zeta, KBOO)

Culturally Specific TV Programming (Univision Portland)

Adelante Mujeres Website (over 57K visits per year)

Community Events: Farmers Markets and Latine community centered events

We anticipate reaching over 70,000 people with our marketing strategies.

Is the event open to the public?*☒ Yes☐ No**Are patron admission, entry or participant fees charged? ***☐ Yes☒ No**Expected number of attendees:***

5000

Will food be served or sold?*☒ Yes☐ No**Will alcohol be served or sold?***☐ Yes☒ No**Will there be product, merchandise or service sales?***☒ Yes☐ No**Will there be canopies or tents?***☒ Yes☐ No**Will there be amplified sound?***☒ Yes☐ No**Is the event open to minors?***☒ Yes☐ No**Are you seeking other sponsorships? ***☐ Yes☒ No**Sponsorship Levels****Supporting Documentation (if any)**

Choose File

No file chosen

Print**Tourism Event Sponsorship Program - Submission #1707****Date Submitted: 9/11/2025****Purpose**

The purpose of this program is to provide financial assistance to events that directly contribute to the growth, development, and promotion of tourism with the objective of increasing overnight lodging stays within the City of Forest Grove. The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of event sponsorship requests received by the City of Forest Grove.

Overview

The City of Forest Grove allocates Transit Lodging Tax (TLT) dollars toward events that support the City's goals, objectives and values; generate additional stays in the city's hotels and motels, and can demonstrate a clear alignment with the tourism program's purpose and objectives. The City reserves the right to decline any requests for sponsorship if the event does not meet the program criteria and guidelines, conflicts with the city's goals, objectives and values, and/or is not in alignment with the tourism program's purpose and objectives.

Review and Approval

The Economic Development Office is responsible for administering the Tourism Program. Applicants must complete a Tourism Event Sponsorship Program application. City staff will prepare a memo outlining the applications and making funding recommendations for Council approval on the Consent Agenda.

Eligibility

The Tourism Event Sponsorship Program is open to all businesses and non-profits located in the City of Forest Grove.

Criteria

1. The event must be open to the general public.
2. A portion of the expected attendees will likely travel from outside Forest Grove.
3. A portion of the expected attendees will likely stay overnight in Forest Grove.
4. Application must be received at least 90 days in advance of the event.
5. If the event has sponsorship levels established, then the city will only award a sponsorship equal to or less than the maximum sponsorship level. Events without established sponsorship programs, the maximum award for the event shall be \$2,000.
6. The event organizer must produce marketing materials and include the City in those marketing materials. At a minimum, examples include a banner, website posting, social media posting, brochures, and other marketing materials. This requirement assures that the event organizer adequately publishes the event and recognizes the event sponsor(s).
7. Organizations will only be awarded sponsorships up to an annual cap of \$12,000

Review Considerations

- Audience Demographics
- Budget
- Legal Compliance
- Timing
- Long-term Relationship Building
- Post-Event Evaluation
- Benefits and Visibility
- Logistics and support
- Potential Overnight Stays
- Event History
- Sponsorship Tiers
- Customization of sponsorship packages
- Measurement and analytics

Possible Expectations

- Branding and Visibility - Logo placement on event promotional materials, including event website, banners, flyers, advertisements (digital and print), and signage.
- Recognition during open and closing remarks, if applicable.
- Booth or Exhibition Space - City may opt in to utilizing booth or exhibition space (at no cost to the city).
- Advertising and Promotion - Advertisements in event programs and materials. Social Media mentions and promotions. Access to the event's attendee/ticket contact information lists.
- Access to Event Photos

Acknowledement*☒ Yes

I have read all of the above listed information.

Event Name*

Downtown Forest Grove Wine Walk & Casa Qui Anniversary Party

Group Name*

Adelante Mujeres

Contact Name*

Jodi Monroy

Phone Number*

5034535153

Email Address*

jmonroy@adelantemujeres.org

Contact Address*

2030 Main St suite A

City*

Forest Grove

State*

OR

Zip Code*

97116

Requested Funding Amount*

3500

Event Location*

Downtown Forest Grove – multiple businesses

Event Dates and Hours*

11/8/2025

01:00 PM

—

11/8/2025

05:00 PM

Event Website*<https://www.casaqui.org/>**Event Social Media Handles***

Instagram: @adelantefarmersmarket, @adelantemujeres.
 Facebook: <https://www.facebook.com/search/top?q=adelante%20mujeres>

List all that apply.

Describe the Event*

Adelante Mujeres has participated in the Downtown Forest Grove Wine Walk since its launch in 2023. Specifically, our involvement in the Wine Walk has been through Casa Qui, our small business incubator storefront, where we have partnered with local wineries to provide a tasting in this space. Casa Qui is located on Main Street, within the Adelante Mujeres building. It is a gift shop that includes hand-crafted and responsibly sourced items.

This year, guests will have the opportunity to taste wines from local wineries, while also shopping at Casa Qui, supporting local small businesses, learning about diverse cultures, and learning about Adelante Mujeres' Microenterprise work in supporting local Spanish speaking entrepreneurs.

We will also be celebrating the 5th anniversary of Casa Qui and would like to include all previous vendor participants to showcase their businesses and growth to the community.

We are asking for funds from the City of Forest Grove, to help promote the event to reach more people. We will utilize outreach strategies such as social media and collaborate with the Forest Grove and Cornelius Chamber of Commerce's media outlets.

We will celebrate Forest Grove's strong wine culture, Main Street's locally owned businesses and Adelante Mujeres' Casa Qui. We will be hosting extra merchandise vendors, live acoustic music and performance as well as celebratory snacks and cake that pair well with wines. As part of creating a culturally relevant and inclusive Wine Walk for everyone in downtown Forest Grove, we will work carefully with other Main Street participating businesses and the Chamber of Commerce to encourage cross-traffic and close connection.

Describe your Marketing Plan Including Anticipated Reach*

We will be advertising on all our social media channels with posts leading up to the event. Our social media channels of Facebook and Instagram together have a following of 16,000. We also utilize other outreach strategies to include the following:

Person-to-person referrals

Flyers, Posters, Brochures, Cards

Culturally Specific Radio Stations (La Gran D, Zeta, KBOO)

Culturally Specific TV Programming (Univision Portland)

Adelante Mujeres Website (over 57K visits per year)

Community Events: Farmers Markets and Latine community centered events

Community Partners: Forest Grove and Cornelius Chamber of Commerce media outlets

We anticipate reaching over 70,000 people with our marketing strategies.

Is the event open to the public?*☒ Yes☐ No**Are patron admission, entry or participant fees charged? ***☒ Yes☐ No**Expected number of attendees:***

500

Will food be served or sold?*☒ Yes☐ No**Will alcohol be served or sold?***☒ Yes☐ No**Will there be product, merchandise or service sales?***☒ Yes☐ No**Will there be canopies or tents?***☐ Yes☒ No**Will there be amplified sound?***☐ Yes☒ No**Is the event open to minors?***☐ Yes☒ No**Are you seeking other sponsorships? ***☐ Yes☒ No**Sponsorship Levels****Supporting Documentation (if any)**

Choose File

No file chosen

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: October 13, 2025

PROJECT TEAM: Bryan Pohl, Community Development Director
Miles Glowacki, Economic Development Coordinator

SUBJECT TITLE: October 2025 Tourism Capital Grant Award

ACTION REQUESTED: ☐ Ordinance ☐ Order ☐ Resolution ☒ Action

2040 VISION PLAN

Goal: Economy

Outcome: Revitalize Downtown

Action: 1.11 Encourage and attract more events downtown to promote foot traffic

BACKGROUND

On November 13, 2023 City Council established the Tourism Capital Grant program with approval of Resolution 2023-52. The program is funded by the City's Transient Lodging Tax (TLT). The TLT is a tax collected from lodging guests, defined as daily or weekly renters at hotels, motels, and other lodging establishments within the city limits.

The program allows area non-profits the opportunity to apply for up to \$2,500 in grant funding for capital expenses that directly impact tourism.

The purpose of the program is to provide financial assistance to events that directly contribute to the growth, development, and promotion of tourism to increase overnight lodging stays in Forest Grove.

Capital Grants are placed on the consent agenda for consideration. The program is currently funded at \$10,000 for FY 25_26. Staff have reviewed the application to ensure it meets the goals and criteria of the program.

Staff is forwarding one Capital Grant request to the City Council for consideration.

1. Friends of Historic Forest Grove has requested \$2,500 for an ADA Portable restroom for the A.T. Smith house at 240 Elm St. The restroom facility will allow Friends of Historic Forest Grove to open the A.T. Smith house to more visitors.

FISCAL IMPACT

Staff's recommendation would result in a \$2,500 expenditure from the Transient Lodging Tax Fund.

RECOMMENDATION

Staff recommends that City Council approve a \$2,500 Capital Grant request.

ATTACHMENT/S:

- Friends of Historic Forest Grove Capital Grant Application
- Letter of Support from the Forest Grove Cornelius Chamber of Commerce

Forest Grove Cornelius Chamber of Commerce

2417 Pacific Avenue, Forest Grove, OR 97116

503.357.3006 * 503.357.2367/fax

www.visitforestgrove.com

October 6, 2025

City of Forest Grove
Economic Development Department
1924 Council Street
Forest Grove, OR 97116

Dear Review Committee,

On behalf of the Forest Grove/Cornelius Chamber of Commerce, I am writing in full support of Friends of Historic Forest Grove and their Tourism Capital Grant request for the purchase of an ADA accessible restroom trailer for the A.T. Smith House property.

As the Destination Management Organization for the City of Forest Grove, the Chamber works closely with local partners to promote tourism and strengthen our community's historic and cultural assets. We know the historical value of the A.T. Smith House, not only as one of Forest Grove's most significant landmarks, but also as a site that connects visitors to the city's earliest stories and helps define the character of our community.

Having an ADA accessible restroom facility on site will allow Friends of Historic Forest Grove to host more public events, tours, and educational programs, creating opportunities for visitors to spend more time in our city and explore nearby attractions, restaurants, and lodging. This improvement aligns closely with the goals of the Tourism Capital Grant Program by enhancing visitor experiences and encouraging increased tourism activity that supports local businesses.

We believe this project will strengthen Forest Grove's appeal as a heritage destination and help ensure that the A.T. Smith House continues to be a place where both residents and visitors can learn, connect, and appreciate the roots of our community.

Kind regards,



Claudia Yakos
Executive Director
Forest Grove/Cornelius Chamber of Commerce

Print**Tourism Capital Grant Program - Submission #1787****Date Submitted: 10/3/2025****Purpose**

The purpose of this program is to provide financial assistance for capital expenditures that directly contribute to the growth, development, and promotion of tourism with the objective of increasing overnight lodging stays within the City of Forest Grove. The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Tourism related capital expenditure requests received by the City of Forest Grove.

Overview

The City of Forest Grove allocates Transit Lodging Tax (TLT) dollars toward capital projects that support the City's goals, objectives, and values; generate additional stays in the city's hotels and motels, and can demonstrate a clear alignment with the tourism program's purpose and objectives.

The City reserves the right to decline any requests if the event does not meet the program criteria and guidelines, conflicts with the city's goals, objectives, and values, and/or is not in alignment with the tourism program's purpose and objectives.

The program works as a reimbursement. Approved applicants will have six months to make the purchases and submit a request for reimbursement with copies of the receipts.

Review and Approval

The Economic Development Office is responsible for administering the Tourism Capital Projects Program. Applicants must complete a Tourism Capital Projects Program application. City staff will prepare a memo outlining the applications and making funding recommendations for Council approval on the Consent Agenda.

Eligibility

The Tourism Capital Project Program is open to nonprofits located in the City of Forest Grove.

Criteria

1. The project must be used for tourism-related efforts and be open and accessible to the public.
2. Up to \$2,500 per year, per applicant.

Review Considerations

- Must be an upgrade or purchase of a physical asset, infrastructure, facilities, or equipment that is expected to provide a long-term benefit. Improvements are typically aimed at increasing an asset's lifespan, improving functionality, or enhancing value.
- Requests for capital grants will be evaluated based on a set of criteria, including alignment with tourism objectives and the goals, values and objectives of the city.

Acknowledement*☒ Yes- I have read all of the above information.**Non-Profit Name***

Friends of Historic Forest Grove

Contact Name*

Nikol Roubidoux

Phone Number*

2085537011

Email Address*

secretary@fhfg.org

Contact Address*

3036 Ash St.

City*

Forest Grove

State*

Oregon

Zip Code*

97116

Requested Funding Amount*

2500

Describe the item to be purchased or improved:*

Portable bathroom on trailer with freshwater plumbing, ramp, and stairs. Unit is to be transported from Tigard to the Historic A.T. Smith House at 240 Elm St. in Forest Grove. This will give the property an ADA accessible restroom facilities that has heretofore only had a porta potty.

Describe how the purchase will further the city's tourism goals: (How will the item/improvement entice visitors from 50 miles away or more and to stay overnight in Forest Grove?)*

This full service restroom unit will replace a single use portapotty. A restroom facility will allow Friends of Historic Forest Grove to open the historic home and property to more visitors as more events are able to be held on the property.

Supporting Documentation (if any)

Restroom for ATS House.docx

STAFF REPORT TO CITY COUNCIL

TO: City Council
FROM: Jesse VanderZanden, City Manager
MEETING DATE: October 13, 2025
PROJECT TEAM: Anne Lane, Parks & Recreation Director

SUBJECT TITLE: Forest Grove Loop Trail Master Plan

ACTION REQUESTED: ☐ Ordinance ☐ Order ☐ Resolution ☒ Informational

2040 VISION PLAN

Goal: Healthy & Active Community

Outcome: Increase safe and accessible recreation opportunities

Action: Identify and reduce barriers to participation in recreation (e.g. cost, transportation, awareness of available resources, etc.)

Goal: Community Connection

Outcome: Inclusive and accessible spaces for people of all ages to gather and connect

Action: Explore opportunities to create a central community gathering space that is safe and welcoming for all ages

BACKGROUND

The Forest Grove Loop Trail was identified as a future project in the 2016 Parks, Recreation & Open Space Master Plan. The project has been listed on the Capital Improvement Project list since fiscal year 2023-2024.

The initial phase of the Forest Grove Loop Trail is the development of a project master plan. Through a Request for Proposals (RFP) process conducted in early 2023, Alta Planning + Design was selected as the preferred consultant for the project. Over the past two years, City staff have been meeting regularly with the Alta Planning + Design team and their subcontractor, PLACE. The master plan phase for the Forest Grove Loop Trail is now complete.

FISCAL IMPACT

The project is being paid for by a Metro Trails Grant and Parks Systems Development Charges (SDC).

ATTACHMENT/S:

- Forest Grove Loop Trail Plan PowerPoint
- Forest Grove Loop Trail Master Plan

FOREST GROVE LOOP TRAIL ALIGNMENT MAP

Existing Loop Trail

Proposed Loop Trail

Proposed Trail Access

Community Center

Library

School

Kyle Park

Natural Resource Areas*

Streams

Forest Grove City Limits

alta

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*These areas support fish and wildlife habitat and must implement standards through Natural Resource Areas (NRA), complying with Title 13 of Metro's Urban Growth Management Functional Plan.

Page 42 of 283

FOREST GROVE LOOP TRAIL

PROPOSED TRAIL TYPE

Proposed Separated Multi Use Path

Proposed Neighborhood Greenway

Existing Bike Lanes & Sidewalk

Proposed Trail Access

Community Center

Library

School

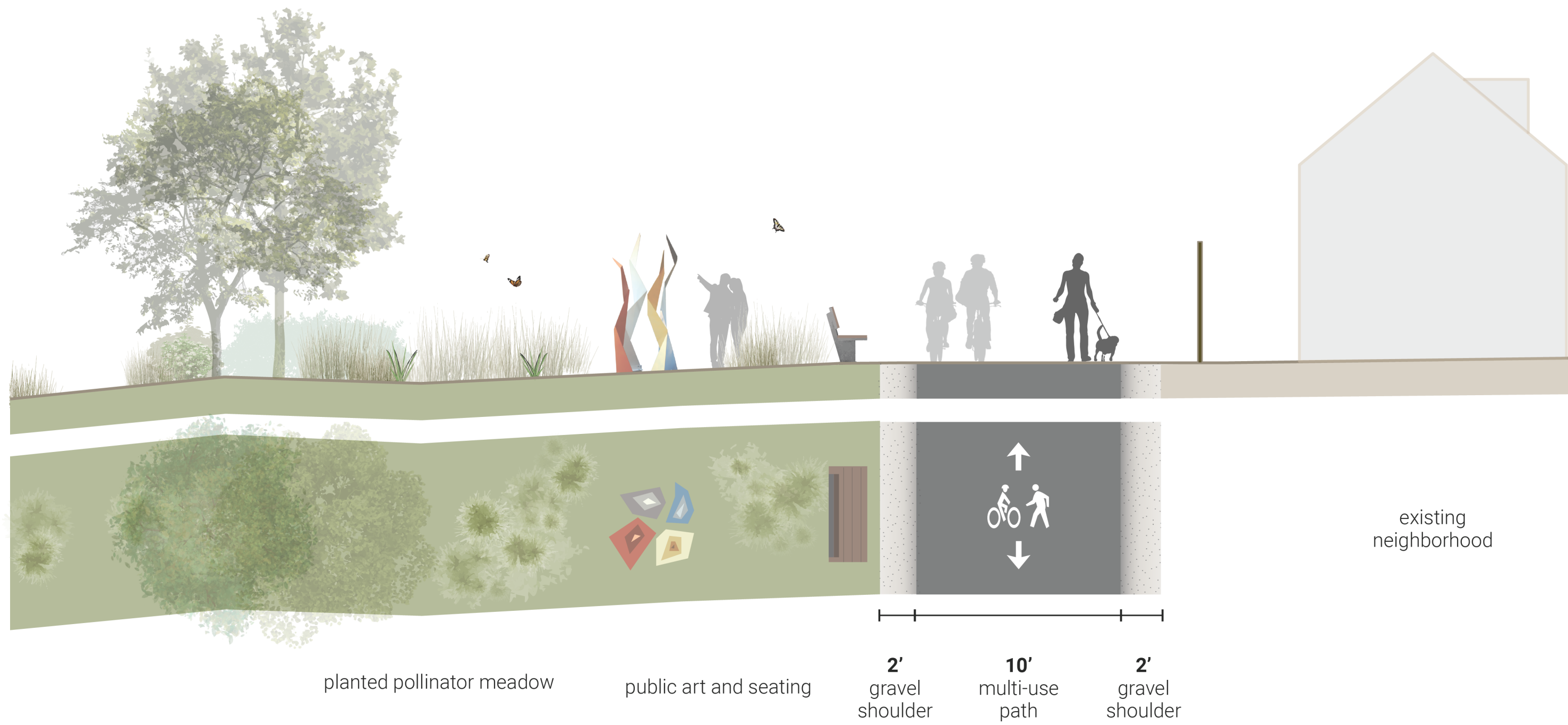
Kyle Park

Natural Resource Areas*

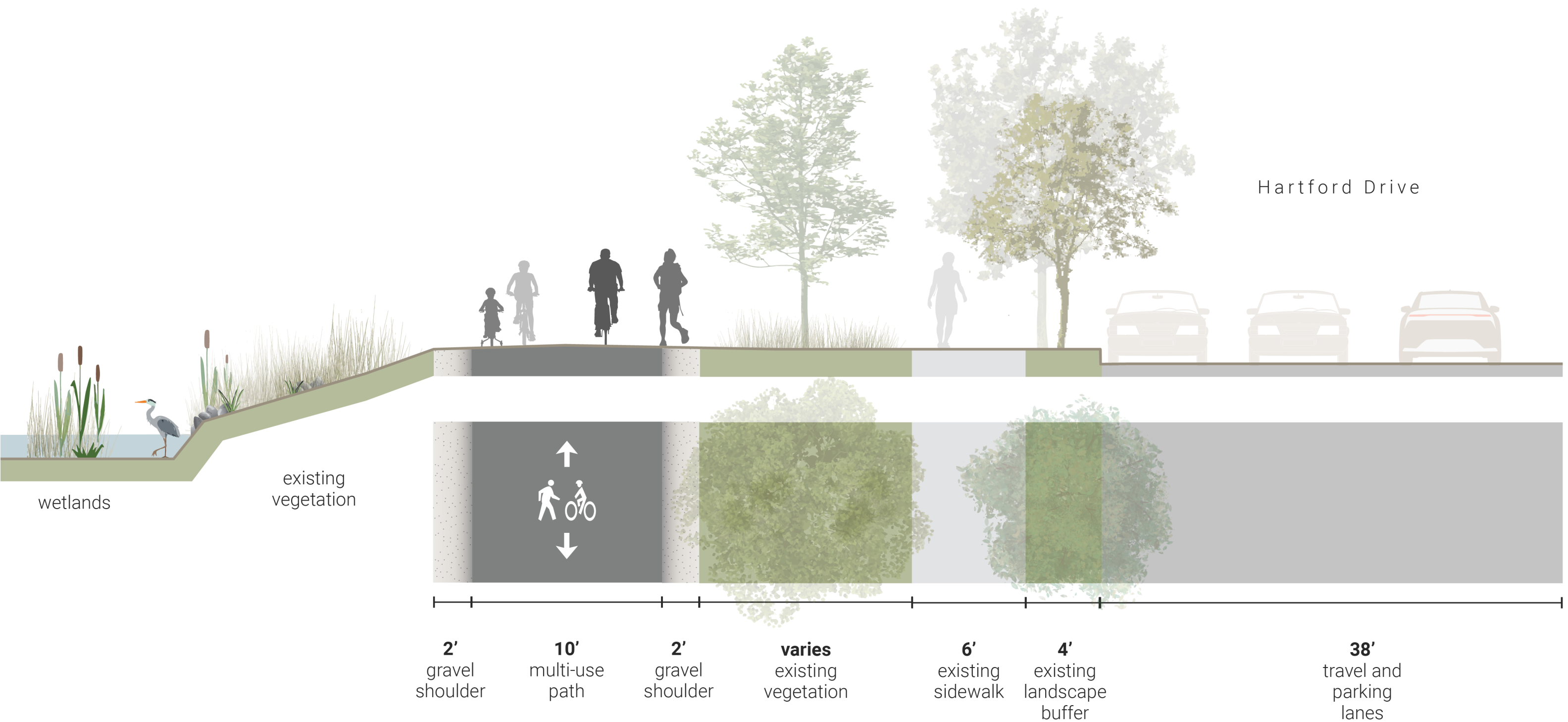
Streams

Forest Grove City Limits

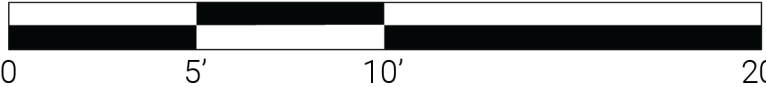
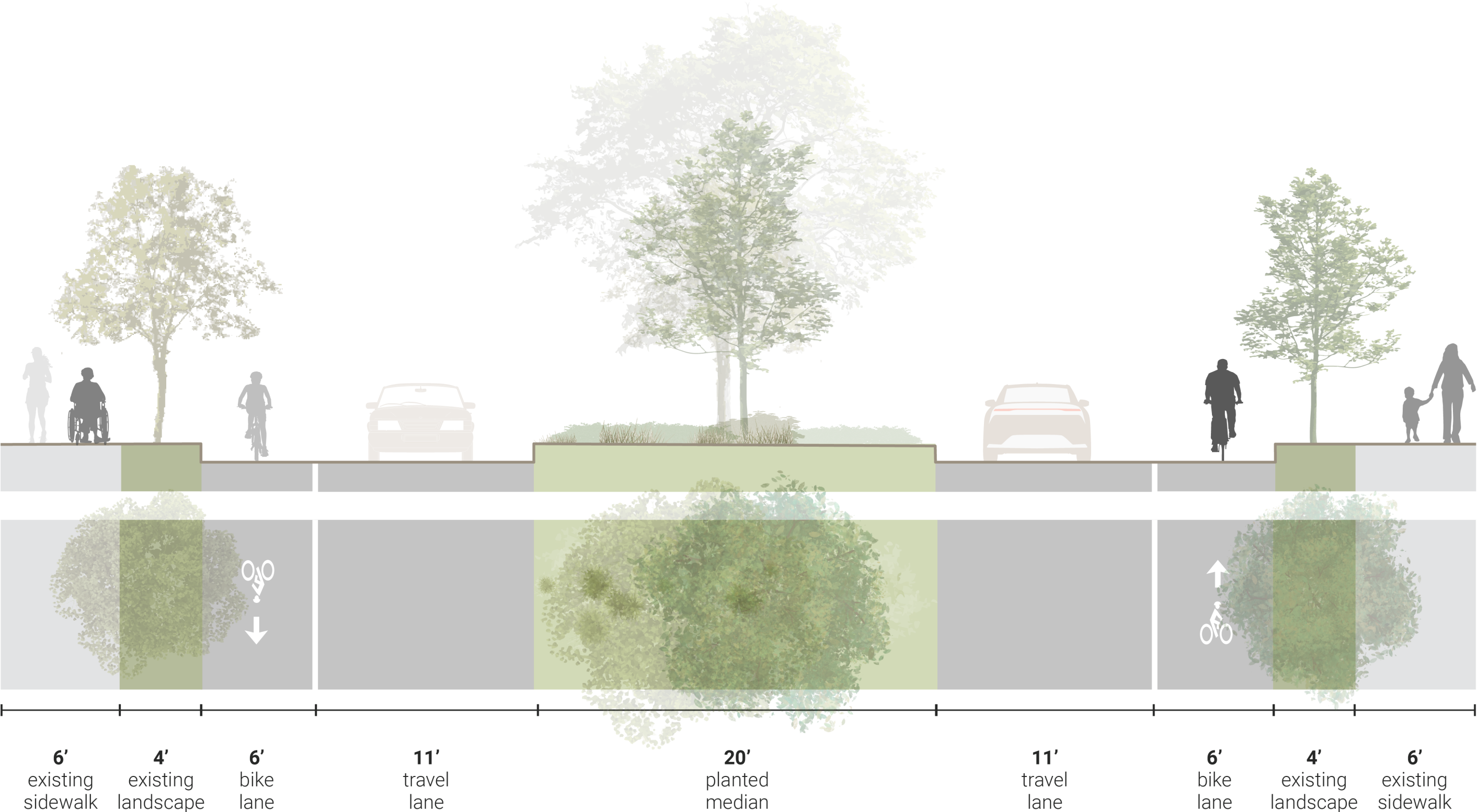
SEPARATED MULTI-USE PATH



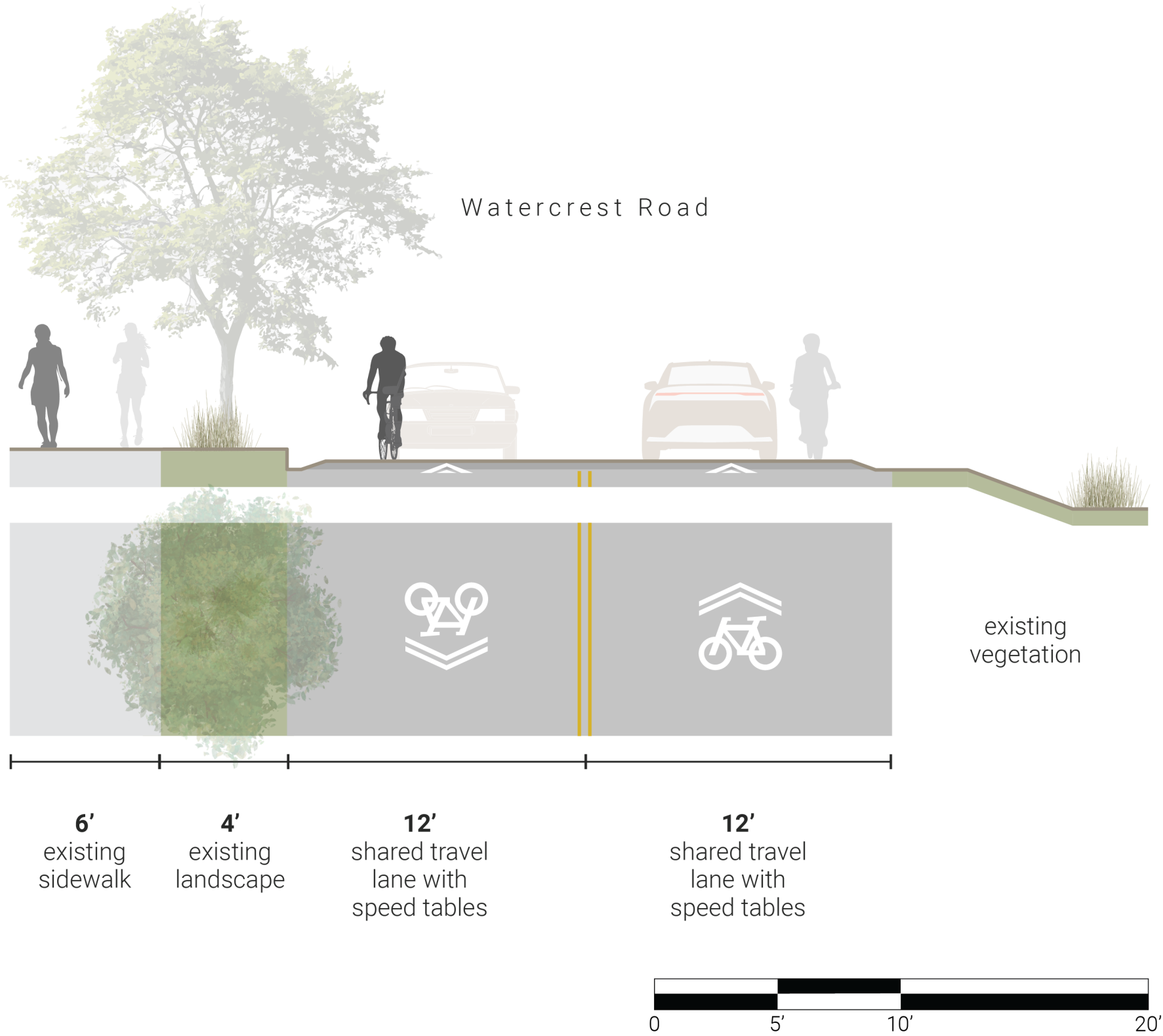
SEPARATED MULTI-USE PATH



BIKE LANES AND SIDEWALK



NEIGHBORHOOD GREENWAY



FOREST GROVE LOOP TRAIL TRAIL NETWORK MAP

Future Trail

Existing Trail

Proposed Future Parking

Proposed Trail Access

Community Center

Library

School

Park and/or Natural Area

Streams

Forest Grove City Limits

*These areas support fish and wildlife habitat and must implement standards through Natural Resource Areas (NRA), complying with Title 13 of Metro's Urban Growth Management Functional Plan.

FOREST GROVE LOOP TRAIL PHASING MAP

- Phase One: Reuter Farms Park to B Street Trail
- Phase Two: Reuter Farms Park to David Hill Road
- Phase Three: David Hill Road to NW HWY 47 (through easement)
- ★ Proposed Trail Access
- Community Center
- Library
- School
- Kyle Park
- Natural Resource Areas*
- Streams
- Forest Grove City Limits

*These areas support fish and wildlife habitat and must implement standards through Natural Resource Areas (NRA), complying with Title 13 of Metro's Urban Growth Management Functional Plan.

Project Phasing Cost Estimate

Table 2. Project Phasing (order of projects are not indicative of importance)

From	To	Approximate Distance	Trail Type	Cost Estimate
Phase 1				\$3.1 million
Reuter Farms Park	Kyle Park	10,000 LF	Separated multi-use path	
Kyle Park	B Street Trail	750 LF	Neighborhood greenway (includes Rectangular Rapid Flashing Beacon)	
Phase 2				\$2.0 million
Reuter Farms Park	NW Thatcher Road and Glade Ave	6,200 LF	Neighborhood greenway	
NW Thatcher Road and Glade Ave	NW Thatcher Road and David Hill Road	750 LF	Separated multi-use path	
Phase 3				\$1.2 million
David Hill Road	To HWY 47 via easement	4,000 LF	Separated multi-use path	
TOTAL PROJECT COST				\$6.2 million

FOREST GROVE LOOP TRAIL IMPLEMENTATION PLAN

DESIGN GUIDELINES

USER TYPES

PERMITTED USES

ACCESSIBILITY

SURFACE TREATMENTS

SIGNAGE, STRIPING, AND PAVEMENT MARKINGS

AMENITIES

ACCESS POINTS

CROSSING TREATMENTS

GREEN INFRASTRUCTURE AND EROSION CONTROL

FOREST GROVE LOOP TRAIL IMPLEMENTATION PLAN

TRAIL OPERATION AND MAINTENANCE FRAMEWORK

STAKEHOLDERS AND PARTNERS

OPERATIONS CONSIDERATIONS

MAINTENANCE CONSIDERATIONS

O&M FUNDING

PERMITTING REQUIREMENTS

To: Anne Lane, City of Forest Grove

From: Adrian Esteban and Jill Roszel, Alta Planning + Design

Date: September 2, 2025

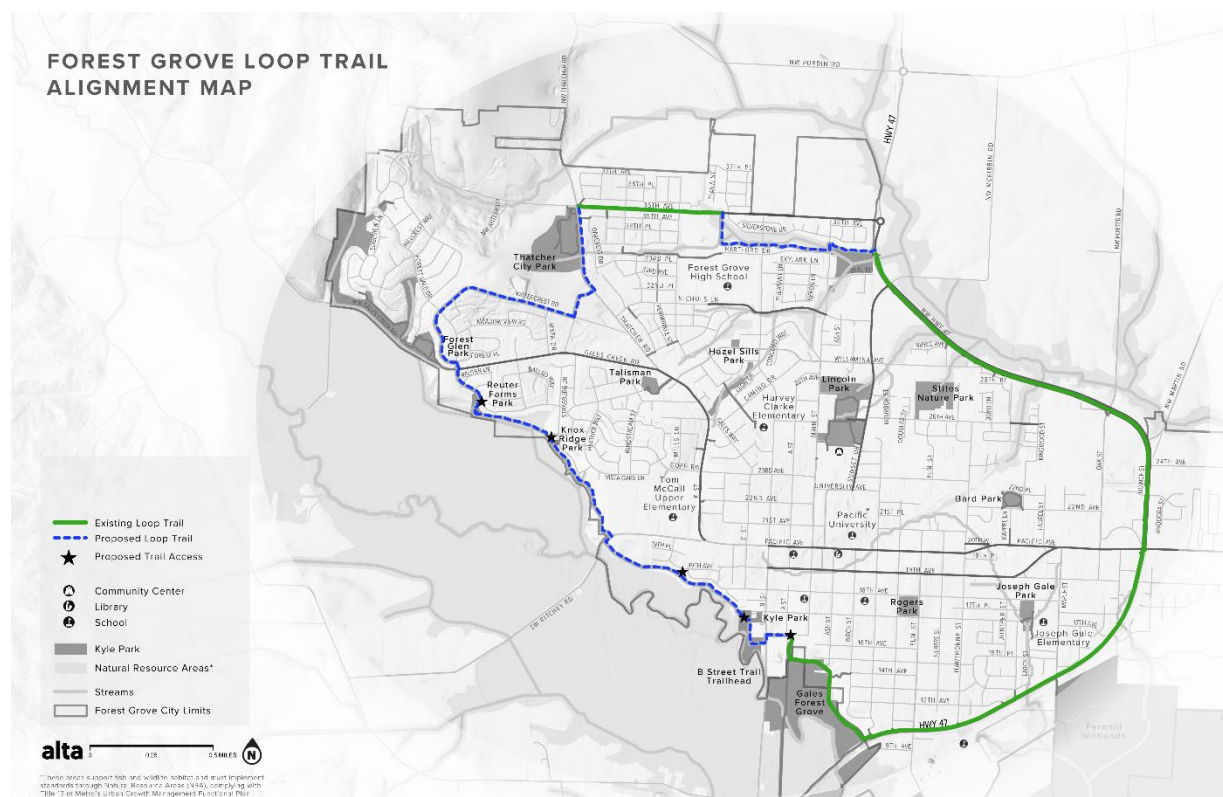
Re: Forest Grove Loop Trail: Implementation Strategy Memo

Introduction

The City of Forest Grove (City) adopted the Parks, Recreation and Open Space Master Plan in 2016 which outlined the concept for the Forest Grove Loop Trail. The Forest Grove Loop Trail Master Plan will develop community-supported conceptual plans that will form the basis for the preparation of construction documents as funding for trail development becomes available. The Forest Grove Loop Trail Master Plan along with the existing trail network, will fill gaps to create a trail that loops around the city and provide safe, and affordable connections for pedestrian, cyclists, and transit users (see Figure 1).

Loop Trail Alignment Map

Figure 1: Forest Grove Loop Trail Alignment Map



Implementation Strategy

The implementation framework aims to support the City in planning for immediate and long-term processes involved in the construction, operations, and maintenance of the Forest Grove Loop Trail Master Plan. The implementation plan will connect all phases of the project including early planning and scoping, community engagement, and specific trail alignment to guide the process of project development and implementation. This will require continued partnerships, funding, agency coordination, operational support, design, programming, and ultimately maintenance. The following are the most critical action steps to begin immediately. These are not in chronological order as many of these actions may occur simultaneously.

The purpose of this document is to:

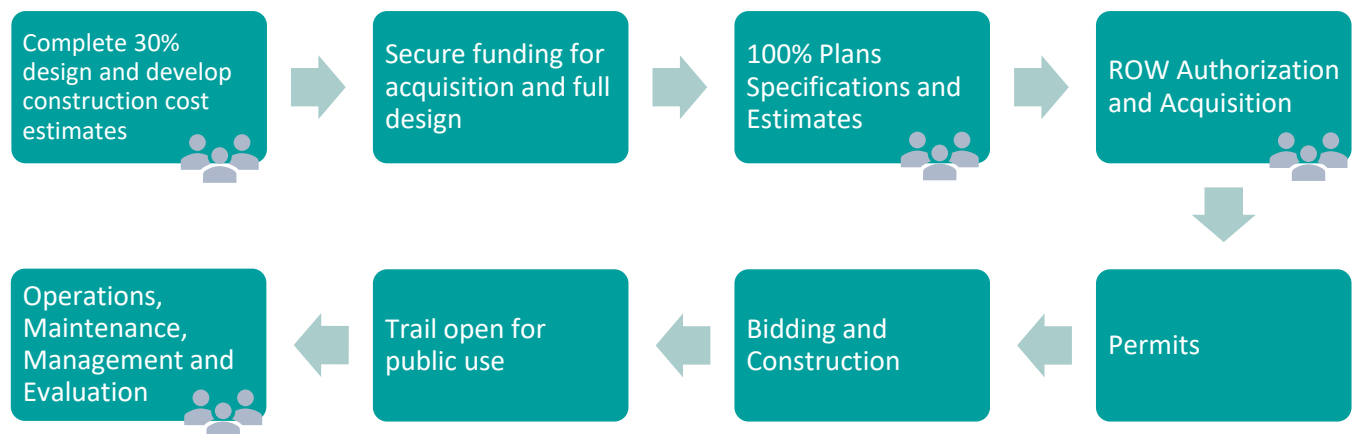
- Outline the loop trail development phases
- Provide guidance that reflects industry's best practices on surface treatments, furnishings, crossings, signing and striping, and access points that are context sensitive
- Identify tasks and expertise to be considered in the operations and maintenance of the trail
- Provide avenues of funding opportunities to support final design and construction
- Identify mitigation locations coordinated with Clean Water Services (CWS)

Implementation Plan

Typical Trail Development Phases

The development process for trails will vary based on community needs, and the type of project. The implementation of the Plan will depend on continued partnerships with different stakeholders, availability of funding, interagency coordination, programming, and maintenance. Figure 2 outlines a typical trail development planning process but some of these steps could happen concurrently.

Figure 2: Typical Trail Development Phases



 Opportunities for community engagement

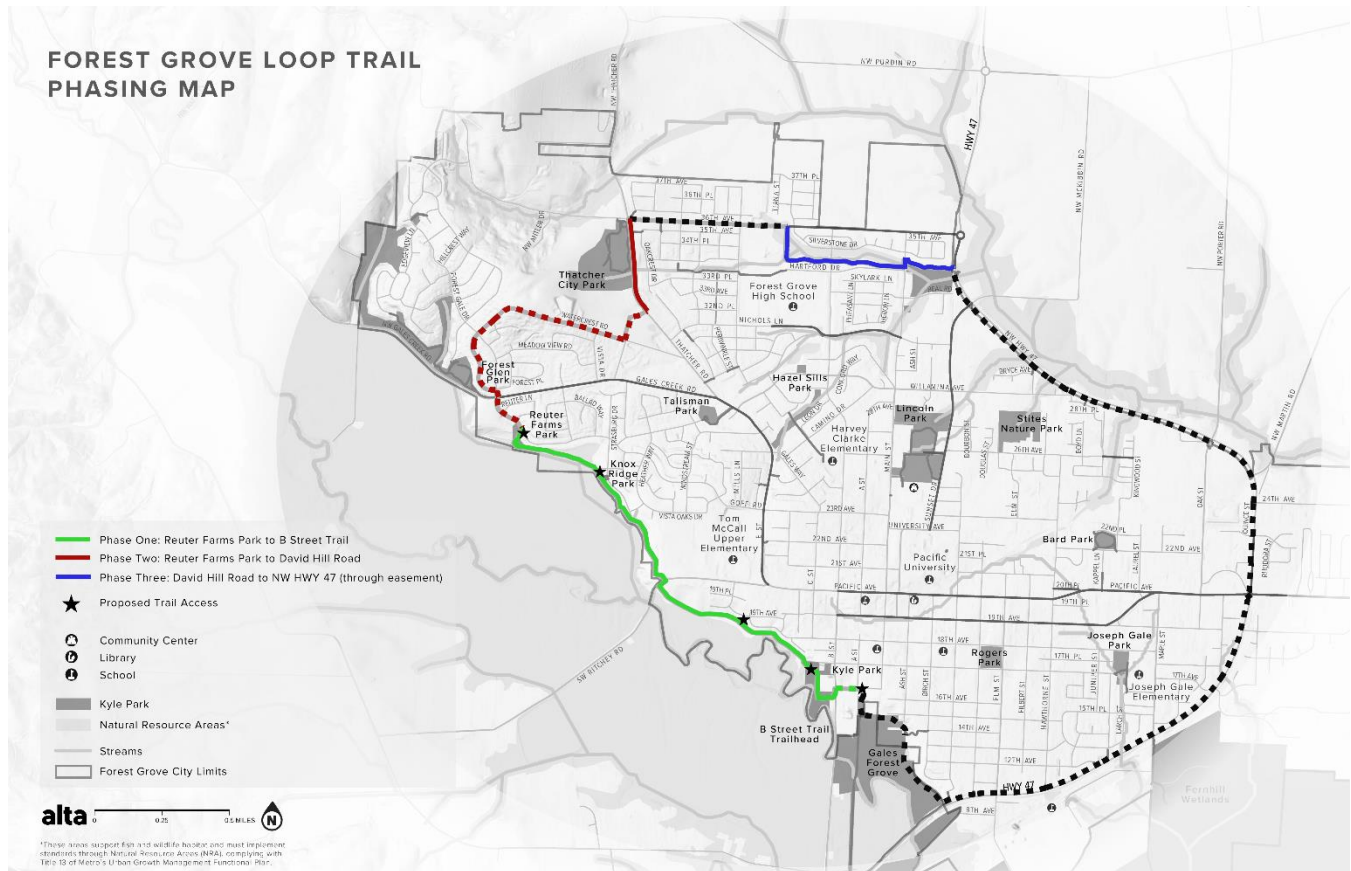
Action Items

The following short- and long-term action items are recommended for the implementation of the Forest Grove Loop Trail plan.

Table 1. Implementation Next Steps

Category	Action
Organization	Maintain and continue working with the Technical Advisory Committee with a focus on implementation
Coordination	Incorporate the Plan recommendations into other local and regional plans This could include updates to long range plans, coordination with other trail planning efforts in the region like the Council Creek, Regional Trail, and repaving/restriping efforts
Coordination	Continue coordinating with CWS on the Environmental Easement alignment in final design, construction, and in pursuing funding
Engineering	Improve project readiness through final design and permitting for priority segments This will make the projects more competitive for federal and state grants, and inform private funders that projects are ready for construction
Funding	Seek a variety of funding avenues The funding landscape is constantly changing. Identify appropriate funding options that may be a combination of public, private and non-profit grants. While in some cases, federal, state and regional grants may not require a match, procuring a local or private match will make the project competitive.
Communication	Update project information and provide regular updates on the city website and monthly newsletter to build support and keep the public momentum going
Maintenance	Incorporate operations and maintenance needs in design and budgeting An understanding of operational and maintenance funding needs at early design and budgeting phases will help in maintenance and operations once the trail is implemented
Implementation	Implement low-cost, easily implementable projects like string lighting, planters, pavement markings, art installations and temporary signage along existing trail route as an indication of the upcoming trail development Designate and highlight sections of the loop trail that are ready to use through wayfinding and online tools Implement the Nature in Neighborhood Grant from Metro for the pollinator pathway and indigenizing the loop trail and connect the project with the Forest Grove Loop Trail Plan.
Construction	Conduct bidding and begin construction
Funding	Maintain short- and long-term maintenance and operational funding As the trail construction is implemented, work with Metro, County and the City to effectively staff, implement, and program the trail.
Maintenance + Communication	Identify process for public reporting of maintenance issues Continue to work with the public after trail implementation to understand their needs and concerns. Set up a process and an online platform to report issues, concerns and ideas for improvement.
Evaluation	Pre- and Post-Evaluation Project Study Conduct pre- and post-evaluation of facilities to understand the change in community perception, impacts and use.

Project Phasing Map



The trail design will feature three types of proposed pathway cross-sections as part of the trail system:

- Separated Multi-Use Path
- Bike Lanes and Sidewalk
- Neighborhood Greenway

Renderings of each pathway type are in the Alignment Alternatives section.

Project Phasing Cost Estimate

Table 2. Project Phasing (order of projects are not indicative of importance)

From	To	Approximate Distance	Trail Type	Cost Estimate
Phase 1				\$3.1 million
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TOTAL PROJECT COST				\$6.2 million

Total Project Cost Estimate

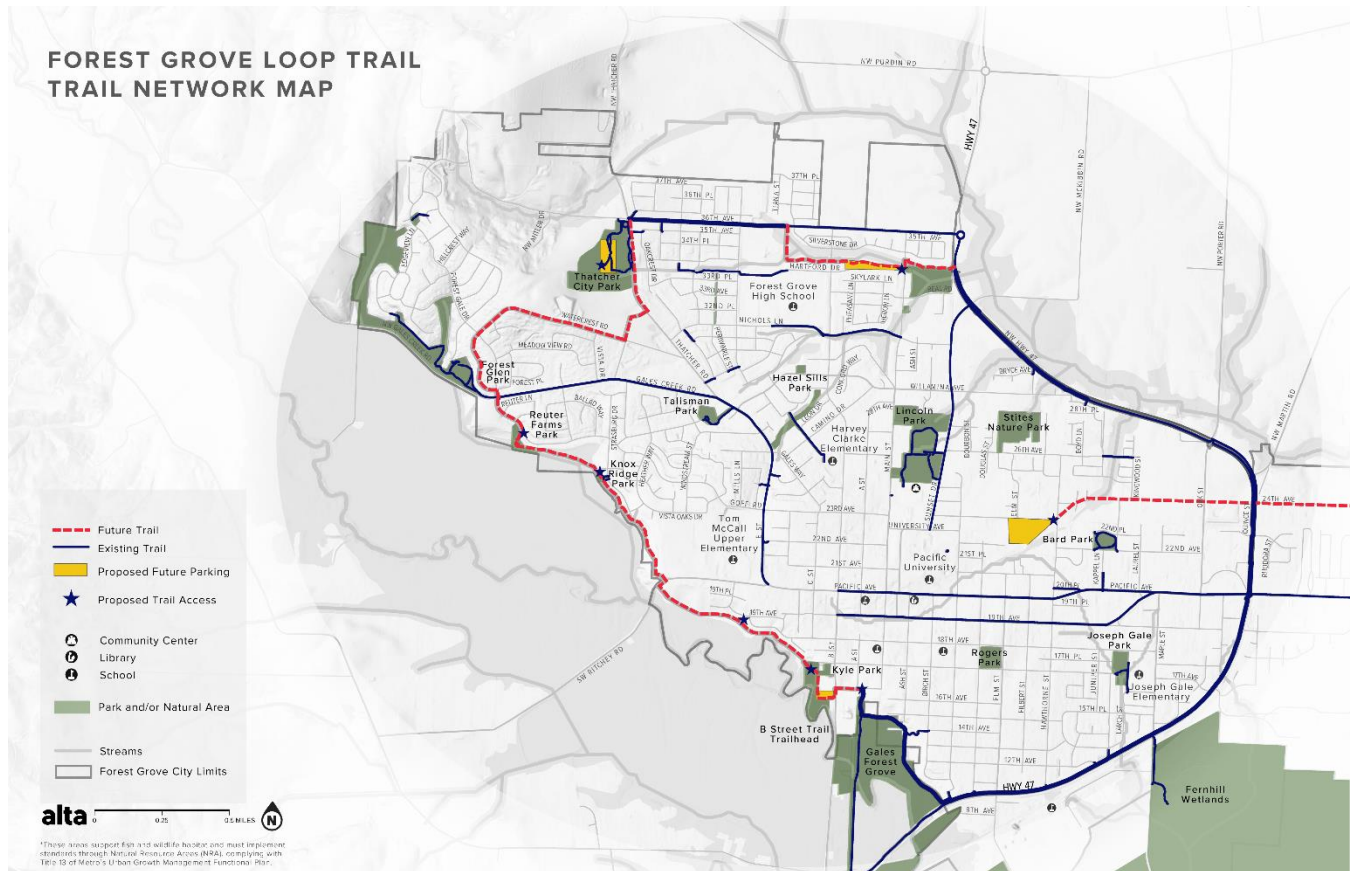
PROJECT: Forest Grove Loop Trail

DATE: 5/9/2025

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENSION
1	MOBILIZATION	1	LS	\$516,000.00	\$516,000.00
2	TEMPORARY TRAFFIC CONTROL	1	LS	\$215,000.00	\$215,000.00
3	EROSION/WATER POLLUTION CONTROL	1	LS	\$300,000.00	\$300,000.00
4	CLEARING AND GRUBBING	9.6	ACRE	\$25,000.00	\$240,000.00
5	EXCAVATION	6000	CY	\$50.00	\$300,000.00
6	EMBANKMENT	6000	CY	\$50.00	\$300,000.00
7	REMOVE SIDEWALK	1750	SY	\$45.00	\$78,750.00
8	AGGREGATE BASE	2610	CY	\$70.00	\$182,700.00
9	HMA CL. 1/2 IN. PG	2810	TON	\$230.00	\$646,300.00
10	CONCRETE PAVEMENT	15920	SY	\$100.00	\$1,592,000.00
11	CEMENT CONC. CURB RAMP	11	EA	\$4,000.00	\$44,000.00
12	PERMANENT TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00
13	PAVEMENT MARKING	1	LS	\$23,000.00	\$23,000.00
14	SPEED HUMP	7	EA	\$5,000.00	\$35,000.00
15	RRFB	2	EA	\$30,000.00	\$60,000.00
16	DRAINAGE	1	LS	\$40,000.00	\$40,000.00
17	RESTORE EXISTING LANDSCAPING	1	LS	\$215,000.00	\$215,000.00

Subtotal	\$4,807,750.00
Construction Contingency (30%)	\$1,442,325.00
Total	\$6,250,075.00

Forest Grove Trail Network Map

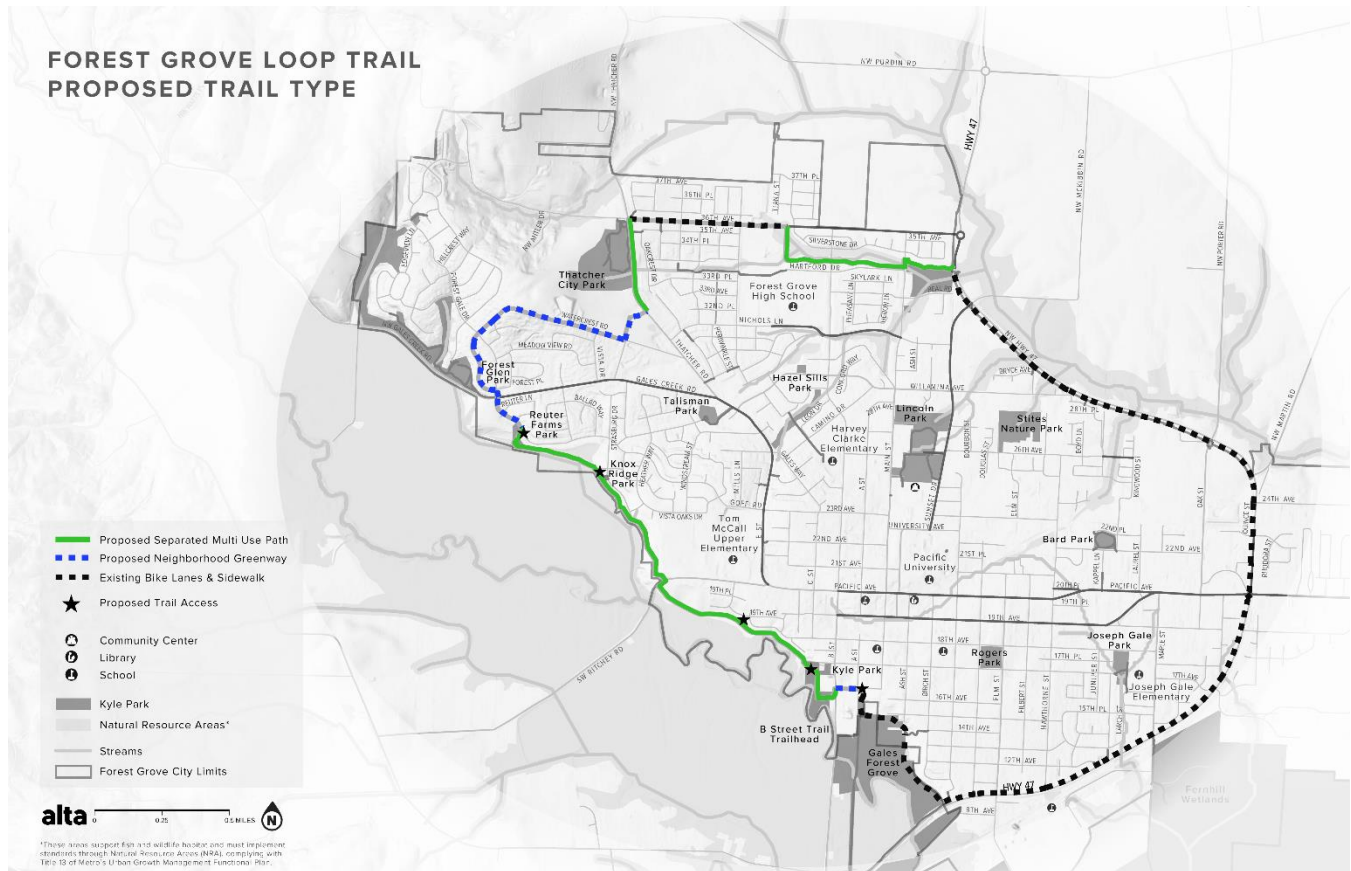


Design Guidelines

The design features and guidelines in this section are based on the three types of proposed pathway cross-sections that are a part of the trail system:

- **Separated Multi-Use Path:** 10' multi-use path with 2' shoulder on both sides
- **Bike Lanes and Sidewalk:** 11' travel lane with a 6' conventional bike lane in each direction along with a 20' center median
- **Neighborhood Greenway:** 12' shared travel lane with speed tables in each direction

Proposed Trail Type Map



Guidance Basis

The standards recommended in the *Implementation Plan* are based on national and state best practices including guidance from The American Association of State Highway and Transportation Officials (AASHTO), the Federal Highway Administration (FHWA), and the National Association of City Transportation Officials (NACTO). Specific guidance include:

- FHWA guides, including:
 - Small Town and Rural Multimodal Networks guide (2016)
 - Improving Visibility at Trail Crossings guide (2021)
 - Shared-use Path Level of Service Calculator (2006)
 - Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations (2018)
 - Manual on Uniform Traffic Control Devices (MUTCD)
- AASHTO's Guide for the Development of Bicycle Facilities (2012)
- AASHTO's A Policy on Geometric Design of Highways and Streets (2011)
- NACTO's Urban Bikeway Design Guide (2014)
- NACTO's Don't Give Up at the Intersection guide (2019)

User Types

Every trail user is unique. The Forest Grove Loop Trail should be designed to meet the needs of different non-motorized user categories: pedestrians and hikers; and cyclists. Each of these categories will include one or more user types as noted below.

- Pedestrians and hikers: pedestrians, pedestrians with accessibility device, Day Hikers.
- Cyclists: Cyclists, E-Bikers, and Touring Cyclists.

The primary season, group size, trip time and trail design needs vary between user categories and types. The users travel at varying speeds and have different purpose, and the trail should meet the need of all user needs. For example, the crossing speeds and design of intersections between roads and pathways should be designed for the slowest and most vulnerable users - pedestrians. This can minimize conflicts, creating a positive experience of all intended users.

Permitted Uses

It's essential to clearly identify which types of uses are allowed and which are prohibited on the trail. Prohibited uses should include vehicles that are too large for the available trail space or that travel at speeds which compromise the safety and experience of other users. E-bike classifications are based on three factors: motor size, maximum assisted speed, and the presence of throttle-assist.

Table 3: Permitted Uses on Different Trail Segment Types

Uses	Definitions / Considerations	Permitted on
Walkers Pet Walkers Runners	• Need wider areas for traveling in groups or walking dogs • Prefer separation from faster-moving trail users • Prefer trails with consistent lighting • May prefer a soft-surface tread	• Multi-use path • Travel lane with conventional bike lane and shared travel lane
Rollerblades Roller Skis	• Typically travel at slightly slower or similar speeds to bikes • Need at least four feet of lateral width for traveling when moving uphill or along flat terrain • Prefer even surfaces with limited debris	• Multi-use path
Other Personal Mobility Devices	• Includes in-line skates, one-wheels, hover boards, electric skateboards, segways, or other personal mobility devices that do NOT exceed 20 mph exclusively using motor power	• Multi-use path
Wheelchair Users	• Prefer separation from faster-moving trail users	• Multi-use path • Sidewalks • Motorized wheelchairs can be used on bicycle lanes

Uses	Definitions / Considerations	Permitted on
<i>Pedal Cycles</i>	- Human powered - Includes unicycles, bicycles, tricycles, and adaptive pedal cycles - Less-experienced bicyclists will typically ride slower and prefer more separation from different types of permitted users; experienced bicyclists tend to travel faster and are less particular about riding around other users	- Multi-use path - Travel lane with conventional bike lane and shared travel lane
<i>Class 1 E-bikes</i>	750-watt motor or less; pedal assist only (no throttle); number of wheels not specified	Pending City Council action to adopt an ordinance on permitted use for motorized vehicles on trails such as e-bikes, motorcycles, golf carts, and ATVs.
<i>Class 2 E-bikes</i>	750-watt motor or less; pedal assist and throttle; number of wheels not specified	
<i>Class 3 E-bikes</i>	750-watt motor or less; pedal assist only (no throttle); must have a speedometer; number of wheels not specified - Commonly used as transportation device for bicycle commuters	
<i>Unclassified E-bikes</i>	- Motor greater than 750 watts - Unrestricted motor assisted speed with pedal assist - Unrestricted motor assisted speed with throttle	
<i>Motorcycles and E-motorcycles</i>	- Motors capable of speeds greater than 20 mph - Throttle - Foot pegs or aftermarket pedal kits	
<i>E-scooters</i>		
<i>Private Golf Carts or Equivalent</i>	Small motorized vehicle that can carry people and equipment, typically around 6 feet in width and typically travel at between 12-14 mph	
<i>Private ATVs (Type I and II)</i>	A motorized off-highway vehicle with four low-pressure or non-pneumatic tires	
<i>Other motorized vehicles</i>	Passenger vehicles, trucks, etc. or any motorized vehicle that can go more than 20 mph exclusively using motor power.	

Accessibility

The Loop Trail must meet federal accessibility guidelines to ensure that all elements of the trail including trail segments, street crossings, sidewalks, signals, wayfinding signs and other bicycle and pedestrian facilities are accessible and usable for people with disabilities. Consider using the technical guidance from the Americans with Disabilities Act (ADA) for the planning, design, and implementation of trails. While ADA provides minimum accessibility standards, Forest Grove Loop Trail can set higher standards with universal design principles that make the trails usable by all people, to the greatest extent possible, without the need for adaptation or specialized accommodations. These standards can emphasize and center the experiences of people with disabilities. However, limitations like potential impacts to historic or cultural resources and terrain characteristics may limit the ability of meeting the guidelines.

*Guidelines:***Trail Surface:**

- Trail surfaces must be firm and stable. Asphalt, concrete and some gravel and crushed fine material trail surfaces are ADA-compliant. Periodic maintenance may be required to meet the accessibility requirements.
- The trail surface should be free of obstacles and tripping hazards. Roots of trees that are planted too close to the path may cause the pavement to heave and create accessibility issues. Edge vegetation can also pose obstacles for people with disabilities. Vegetation and signage should therefore be placed and maintained so that they are not an accessibility concern.
- Switchback ramps and landing areas can be used where steep grades cannot be avoided, for accessibility and to prevent excessive downhill speeds.
- Trails must provide a 5 ft of minimum clear width to serve as an accessible **pedestrian access route**. Pedestrian access routes are surfaces for the use of pedestrians that are continuous and accessible to reach a destination.
- Provide rest areas or widened areas on the trail, optimally at every 300 feet.

Slope:

- A running slope of 4.5% is preferred without the use of landings. When the trail is a part of the street, grade shall not exceed the general grade for the adjacent street. Slopes can be up to 8.33% with landings every 30 ft in constrained areas.
- A cross slope of 1.5% is preferred for drainage and accessibility but may go up to 2% in constrained conditions.

Parking, Signage, and Amenities

- Accessible parking spaces should be provided at trailheads, with at least one accessible parking area per every 25 vehicle spaces.
- Trailhead signage should provide trail accessibility routes and information including trail gradient, route distance, rest areas, and notable landmarks.
- Trail amenities like drinking fountains and intersection elements like pedestrian-actuated push buttons should meet accessibility requirements.

Resources:

- Accessibility Guidebook for Outdoor Recreation and Trails, (2012, USFS)
- Accessibility Guidelines for Outdoor Developed Areas (2014, US Access Board)
- ADA Standards for Accessible Design (2010, US Department of Justice)

Surface Treatments

Surface treatments may vary in material, texture and/or tone depending on the type of trail, the need for delineation of pedestrian and bicycle zones, tactile indications for mixing zones and other path transitions, and edge conditions. Travel lane with conventional bike lane are typically made of asphalt but the separators between the bikeway and travel lane may vary. For multi-use trails, paved surfaces are preferred in cities, and locations with high demand.

Description and Guidelines:



[Murfreesboro Parks and Recreation](#)

Asphalt: Asphalt has lower installation, and maintenance costs and has an average lifespan of 20 years. It provides largely smooth surface, but it is impermeable and can increase surface temperature due to the darker color. While extensive remedial maintenance is anticipated every 50 years, preventative measures like fog seal, sealcoating, slurry seal or micro surfacing can be used to extend the life span of the surface.



[Iowa State University](#)

Concrete: Concrete has higher construction costs and has a longer average lifespan of 35+ years. It requires less maintenance over time, but cracks can be hard to repair. Concrete has a lighter color that provide cooling benefits.



[Massachusetts Clean Water Toolkit](#)

Pervious Materials: Materials like porous asphalt, pervious concrete, or paver systems offer benefits for stormwater and sustainability but have higher construction costs and specialized maintenance requirements. Pervious materials may be used for parking lots and driveways at trailheads.



[Arana Gulch Multi-Use Trail](#)

Boardwalks and Bridges: Boardwalks and bridges may be a few inches off the ground or several feet above the surface. They allow the trail to span wetlands, water bodies, unstable soils, and other sensitive areas. Depending on the height of the structure, low deck or a safety rail will be required. At a minimum, the width of the structure shall match the trail width in that location.

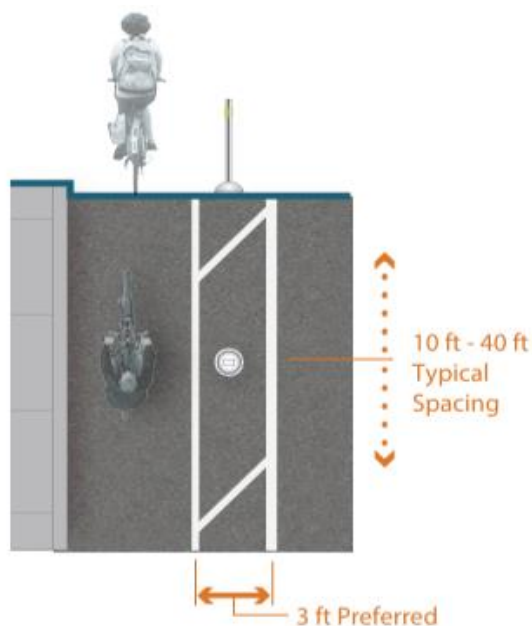
One-Way Separated Bike Lanes

The considerations like motor vehicle speed, average daily traffic, space availability, on-street parking, and perceived community safety to determine the need for one-way separated bike lanes. Separated bike lanes can provide a facility that is suitable for people of all ages and abilities.

Description and Guidelines:

One-way separated bike lanes may be considered when designing bike lanes along the NW David Hill Road. Separated bike lanes provide protection through horizontal buffers and a vertical barrier like flexible delineators as shown in Figure 3.

Figure 3: Delineator posts



Source: Federal Highway Administration. (2015). *Separated Bike Lane Planning and Design Guide*.

Edge Conditions

The Forest Grove Loop Trail runs through different urban and natural environments. Edge conditions include a variety of treatments that are needed to appropriately transition the trail from the adjacent uses. The edge conditions can improve safety and security for all users. While these elements may largely be applicable to off-street multi-use paths, they can also be incorporated into segments of on-street trail facilities.

The trail edge conditions may include the following¹:

¹ City of Toronto. Toronto Multi-Use Trail Design Guidelines. www.toronto.ca/wp-content/uploads/2017/11/96a5-TORONTO_TRAIL_DESIGN_GUIDELINES.pdf

Lateral clearances: Applicable for the multi-use path, these areas on the sides of the trail should be free of any obstruction but likely made of a different material from the trail itself. A standard width of 3' is recommended and should meet the accessibility standards of the trail.

Furnishing zones: This can include amenities like lights, wayfinding signs, and trees but depending on the available width can also expand to include furnishings and public art. The trail alignment can be modified so that the furnishing zones can all be located on one side of the trail.



Keller Engineers

Continuous edge treatments: Vertical elements like fences, rails or hedges that are continuous for a segment of the trail, including bridges and boardwalks, can be considered a continuous edge treatment. Furnishing zone would be located within trail edge and any continuous edge treatments. The treatments should include warning signs before the treatment, reflective hazard signs on them and choke/edge features.

Signage and Pavement Markings

Signage can be an important element that can enhance safety and create a consistent and coherent experience across the city. A well-designed signage system that is responsive to the context and community needs can create sense of identity while also helping remove barriers for people beginning to use the trail system.

Description and Guidelines:

The signage system should be consistent and strategic and create a harmonious visual experience. The signage should also be easily reproducible as trail implementation can happen over many years and signage may need to be added or upgraded over time. Use MUTCD standards for on street and off-street sign placement.



Regulatory signs provide direction that must be followed by trail users. Some examples include signs related to intersection control, parking regulations, and motor vehicle speed and movement. MUTCD provides a detailed list of regulatory sign application and guidance.

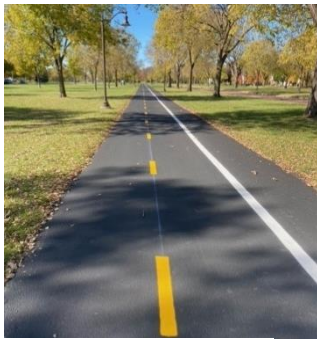
Pavement Striping and Markings

Striping and pavement markings are treatments on the ground to help reinforce important regulation like direction of travel, permitted uses, potential conflicts or to mark areas and travel lanes for faster and slower moving users.

Striping and markings are informed by Oregon supplement to the MUTCD guidelines.

Description and Guidelines:

Pavement symbols should be made from thermoplastic or paint depending on available equipment, weather conditions and maintenance schedules. Thermoplastic symbols are more durable but require heating equipment for application.



Minneapolis Park and Recreation Board

Striping:

- Solid yellow lines to separate directions of travel and indicate no passing.
- Dashed yellow lines to separate directions of travel but allow for safe passing.
- Solid white lines to inform users of obstructions on the edge of the trail.
- Solid white lines to separate users traveling in the same directions.



[City of Durham](#)

Markings

- Warning markings include stop, slow, and yield signs to direct user behavior and set up a hierarchy of users.
- Shared lane markings or sharrows should be used when bicyclists share the space with motor vehicles
- Painted green bike lanes at conflict points to bring conspicuity to bicyclists.
- Identity markings can include route numbers, street names, 'mile markings', and destinations.

Amenities

Trail amenities include features that enhance the experience and comfort for the trail users. This can include lighting, drinking fountains, seating, bike racks, and artwork located along the trail itself or at access points. When community members were asked to identify amenities that they would most want to see along the Forest Grove Loop Trail, they identified the following as their top priorities:

Table 4: Community survey responses to top amenity priorities

Amenities	Percentage of survey respondents
Trash cans	53.10%
Lighting	48.28%
Restrooms	45.52%
Benches	34.48%

Description and Guidelines:



Ex-Cell Kaiser

Trash Cans

- Place trash receptacles at major and minor trailheads, intersections, near gathering spaces and benches.
- Ensure trash receptacles are easily accessible and visible to trail users.
- Select receptacles based on the following criteria: expected trash amount, maintenance program, trail users, and durability.
- At a minimum, provide separate trash receptors for garbage, recycling, and compost at major trailheads and gathering spaces.
- Spread messaging about 'Leave no trace' on the trail system. Leave no trace means leaving the trail with everything they brought with them, including trash.



Getty Images

Lighting:

- Consider the segment context (urban, vegetation, wetlands, etc.) to understand the safety needs, trail users, time and intensity of use, habitat sensitivity, and maintenance needs. In general, lighting may not be needed in areas with low use and farther away from developed areas.
- Place lighting at decision points and areas of interest, such as street crossings, intersections with other trails, major and minor trail heads, and near commercial and mixed-use developments.
- Use pedestrian-scale lighting, around 15 ft high, with lower levels of illumination except at crossings.
- Overhead lighting is generally preferred to low bollard-style lighting.
- Place lighting outside of canopy edge where possible.
- When considering solar powered lighting, daylight hours should be analyzed per season for solar lighting specifications.



TrailLink

Restrooms

- Locate restrooms at all major access points and recreational areas.
- Spacing between restrooms should not exceed 5 miles.
- Restrooms should be housed in appropriate building structures and screened from adjacent activities and properties.
- All facilities should be accessible per the ADA.



[Cleveland Metroparks](#)

Seating:

- Locate seating at trailheads, picnic areas and at regular intervals along the trail
- Place seating at a minimum of 3' from the trail edge
- Incorporate different seating arrangements that serve different purposes and allow people to sit alone or in small or large groups.
- Locate at least some seating in shaded areas.
- Locate seating away from restrooms, trash cans, and water fountains, and from other furnishings like light poles and signposts.



Elkay

Hydration Stations:

- Hydration stations should be placed at all major access points and gathering/recreational spaces.
- Stainless steel hydration stations can bring down maintenance costs in the long run and stations with multiple heights can make it accessible for all users. Include options for dog watering stations.



Gage Canal – Alta Planning + Design

Climate-smart approach for trail amenities

- Prioritizing cooling amenities like shade structures and hydration stations can create a comfortable environment throughout the year.
- Incorporate native plant species for shade and to improve local biodiversity.
- Choose materials that have low-carbon footprints and employ sustainable construction practices

Access Points

Access points are typically the first point of entry into the trail and serve users who arrive by different modes like walking, biking, transit and driving. They typically have necessary amenities like shade, seating, and parking that provide an inviting and comfortable experience to the user. Access points can be categorized as major trailhead, minor trailhead, neighborhood connection, and trail spur.

Description and Guidelines:

- Use consistent trail branding elements and signage at all access points to create a coherent experience across the Forest Grove Loop Trail as well as other trail systems in the city.
- Access points with motor vehicle parking area should include bicycle parking and accessible parking.



Alta Planning + Design

Major Trailhead/Gateway provide primary access and may include a gateway feature. Amenities in the major trailheads include wayfinding, parking, seating, public art, restrooms, and informational elements.



California Wanderland

Minor Trailheads provide a subset of the amenities in major trailheads with less parking and minimum information and direction.



Google Earth

Neighborhood Access is located where there is heavy pedestrian activity around the pathway, including parks and commercial/residential centers. They do not typically require parking, but wayfinding and trail branding elements should be present.



[Boundary Waters Canoe Area](#)

Trail Spurs should have a sign with the trail's name and might include a route map if there is an interconnected trail network in the area.

Crossing Treatments

A consistent approach to crossing treatments should be employed to minimize and mitigate potential conflict points between trail users and vehicles and other users. As trail users approach crossings, design tools such as signage, pavement materials, and lighting can alert pathway users to slow down and expect a crossing.

Description and Guidelines:

- Cross roadways at established intersections, where feasible.
- Make trail users highly visible at crossing locations and maintain unobstructed sightlines.
- Slow and warn both vehicles and pathway users in advance of crossing locations.
- Develop a clear hierarchy and delineation of modes at crossing locations.
- Create predictable and simple user movements.
- Minimize crossing distances for trail users across roadways.



[Anna Skinner](#)

Signalized Crossing:

- Passive detection and placement of accessible push buttons for the WALK phase should be used.
- Pedestrian refuge islands should be considered for long crossing distances, and where medians are present.



[Aaron Marbone](#)

Trail Crossing:

- Crossing treatment will depend on context but at a minimum should include a marked crosswalk and signage.
- In higher volume locations, RRFBs (Rectangular Rapid Flashing Beacons) should be used



[Bike Portland](#)

Driveway Crossings:

- For frequently used residential driveways, indicators like pathway striping and signage should be used.
- For higher volume driveways, traffic calming treatments such as raised crosswalks should be considered.

Green Infrastructure and Erosion Control

The Forest Grove Loop Trail traverses a variety of landscapes including natural areas, waterways, parks and forested areas. It is therefore important to consider the environmental impacts of developing the trail and identify potential opportunities to mitigate the impacts.

Green infrastructure is a combination of measures that use natural, designed, and/or built elements to reduce stormwater runoff, and support water infiltration. Green infrastructure elements include natural elements like trees, shrubs, and designed elements like flow-through planters, bioswales, and rain gardens. By treating water in its source as opposed to traditional grey stormwater infrastructure, green infrastructure provides a range of social, economic, and community benefits. They reduce pollution, erosion, and flooding of local waterways and can improve the overall health of the ecosystem. Green infrastructure elements can be employed where there are identified flooding concerns along the Forest Grove Loop Trail and at major trailheads.

Guidelines



Perkiomen Watershed Conservancy



- Native tree and plant species are well adapted to support green infrastructure goals. Native tree species are well adapted to the environment and will require less irrigation and provide a healthy habitat for local fauna.
- The Forest Grove Loop trail project, together with the 'Re-Indigenizing the Forest Grove Loop Trail' Metro grant, can help build a robust green infrastructure particularly along the southern part of trail to the east of SW Ritchey Road.
- Prioritize areas that are prone to flooding and reduce costs of installing or upgrading traditional drainage.
- In areas with steep slopes, green infrastructure elements can also reduce erosion.
- Pervious areas such as bio-swales and rain gardens could be used for infiltration in trailhead plazas and parking lots. They are typically constructed between the curb or roadway edge and the path.
- Flowthrough planters, another type of designed green infrastructure, treat and clean stormwater before returning it to the municipal storm drain system.
- When suitable, use natural stabilization that supports re-growth of vegetative cover such as woven plant fiber matting.
- Create a riparian edge with terraced slopes where the trail abuts waterways.

Green Stormwater Infrastructure

- If a tree is to be irrigated, the emitters should be placed on the far side of planting, so as not to draw roots toward the trail.
- Tree litter should also be considered in species selection. For example, fallen leaves are inevitable, but cones, nuts, and fruits may pose a hazard to trail users.

Trail Operation and Maintenance Framework

The Forest Grove Loop Trail requires a clear Operations and Maintenance Framework (O&M) to facilitate proper and effective oversight and continued success once the trail is constructed and open to the public. O&M includes both the overall operations and management as well as the remedial and day-to-day routine maintenance. Therefore, the O&M will include a variety of issues: inspection protocols, maintenance agreements, operations and maintenance guidelines, trash removal and vegetation management.

Stakeholders and Partners

The City of Forest Grove Parks and Recreation Department will be the primary party responsible for the operations and maintenance of the Forest Grove Loop Trail. However, there may be other agencies and partners involved in developing, maintaining, and/or operating segments of the trail.

Potential Agency Partners:

- Washington County
- Oregon Department of Transportation
- Clean Water Services
- Local fire and rescue departments
- Local police/sheriff departments

Potential Private / Nonprofit Entities:

- Stakeholder Advisory Committee
- Centro Cultural
- Adelante Mujeres
- School District
- Residents And Community Members
- House Owners Association
- Homeless Services Providers
- Business Owners
- Community Advocacy Groups
- Oregon Trails Coalition
- Explore Tualatin Valley
- Pacific University
- NW Trail Alliance

The public who regularly use the trail system and neighbors who have eyes on the street can be a great asset to the trail maintenance program, often being the first to identify issues and hazards. Some tools to involve community members include:

- An online reporting portal specific to trails can allow trail users to geolocate, rate, report and digitally document a trail maintenance issue, this can be a relatively low-cost, low staff resource to help inventory issues and respond to community needs for the entire trail network in the City of Forest Grove.
- The City should also establish maintenance agreements with relevant entities like CWS, Metro, and neighboring property owners that establish the roles, responsibilities, and obligations for all involved parties, with provisions for changes and updates over time.
- Adopt-a-Trail program enables groups or organizations to apply and adopt a trail segment. This will include maintenance responsibilities include clearing fallen debris, litter cleanup, and reporting graffiti but can be determined based on city needs. The program requires commitment and reporting responsibilities.
- The Stakeholder Advisory Committee can continue to be a sounding board to gather information, ask for advice from citizens, and create partnerships with the public/stakeholders to help the City in the implementation of the project.

Operations Considerations

There are several operational considerations and decisions to be made in the final stages of project development and implementation. The City of Forest Grove, with input from the community, should identify and make decisions about the following considerations to facilitate a smooth and efficient implementation.

Public Access and Use: The City should identify permitted uses on the different trail segments (see Permitted Uses). In general, there will be more restrictions on the shared use paths. E-bikes and e-scooters may have conditional access to the shared use paths like speed limits using regulatory signs. Motorcycles and all-terrain vehicles will be prohibited on the shared-use paths using prohibitory traffic signs.

Hours of Operation: Trails that are part of the road networks and those that serve as regional transportation facilities are typically open 24 hours per day. Some segments of the trail may be closed but alternate route signage and/or information about closures should be posted.

Public Safety: Local police or sheriff departments are typically responsible for safety and enforcement but additional entities like fire departments, community groups and organizations may also be involved.

Emergency Response: Emergency access points and routes should be considered in parallel with the design development and implementation. For every mile marker, a physical address should be created in the 911-response system and a shortest route should be mapped to emergency service provider locations. Local partners, when involved, and maintenance staff should be provided with periodic training on emergency response procedures.

Homeless Encampments: The City should consider specific O&M strategies and protocols for responding to people experiencing homelessness in the trail network. This can include partnering with local non-profits, and non-police patrols for outreach and emergency responses.

Maintenance Considerations

A trail maintenance program should consider and address two broad categories of tasks: routine and remedial.

Routine Maintenance

Routine maintenance includes regular tasks like trash and litter pick up, sweeping, weeding and minor inspections and repairs. Routine maintenance also includes seasonal tasks like snow and ice removal and after events like storms and flooding where maintenance is performed as needed. In facilities where actual or expected use is high, maintenance should be performed more frequently.

Table 5: Recommended routine maintenance tasks and frequency for City of Forest Grove Parks and Recreation Department

Asset Type	Asset Task	Recommended Frequency
Trail Tread (Asphalt)	Inspection	1 time every season
	Sweeping & Debris Removal	As needed; assume 2 times / summer and fall
	Snow & Ice Removal	As needed; assume 3 times / winter
Trash Receptacle	Trash Disposal	Weekly during high use; bimonthly during low use
Trail	Trailside Litter Pick-Up	Monthly
Access Area	Litter Pick-Up	Bi-monthly
Signage	Inspection	1 time / year
Structures	Straighten posts, fix fasteners	As needed; assume 1 time / year
Drainage Infrastructure	Culvert Inspection	2 times / year; Before/after flooding
Water fountains	Cleaning and maintenance of water fountains	1 time / week
	Water quality Inspection	2 times/ year
Fencing/Railing	Inspection	Monthly
Lighting	Inspection	4 times/ year
Site Furnishings	Inspection	1 time / year
	Graffiti Removal	Immediately
Vegetation/landscapes	Mowing- turf/grasses	2 times / year
	Trimming- trees & shrubs	1 - 3 years
	Weeding	6 times / year
	Removal of Trees/ Limbs/litter	As needed; assume 2 times / month or after storm event
	Irrigation	Seasonal; Align with City's typical irrigation plan
Wetlands/Floodplains Mitigation Sites	Debris/other sedimentation removal	2 times / year

Asset Type	Asset Task	Recommended Frequency
Culvert	Cleanup	As needed; assume 2 times / year or after storm event
	Inspection	As needed; assume 1 time / year

Remedial Maintenance

Remedial maintenance includes scheduled and unscheduled repair or replacement of trail elements that are damaged, destroyed or have reached the end of their life cycle. This includes pothole repair, asphalt patching and the replacement of trail structures, furnishings and vegetation. Remedial maintenance also includes repairs and replacement needed to address the damage by extreme events like flooding and wildfires. Compared to routine maintenance tasks, remedial maintenance is resource intensive and will need proper planning so that the City is prepared to continue trail operations without disruption.

Table 6: Recommended remedial maintenance tasks and frequency for City of Forest Grove Parks and Recreation Department

Asset Type	Asset Task	Recommended Frequency*
Trail Tread (Asphalt)	Patching	Annually
	Sealing	Annually
	Pavement Replacement	10-15 years
Pavement Markings	Repaint	As needed
	Crack Sealing & Repair	Annually
	Restripe	3-5 years
Signage	Repair Replacement	7-10 years
Lighting	Replace light fixtures	As needed
	Poles and other fixtures	7-10 years
Trash Receptacle	Replacement	7-10 years
Structures	Replacement	15-20 years
Fencing/Railing	Replacement	7-10 years
	Replacement- trees & shrubs	As needed
Irrigation	Replacement	15-20 years
Pavement and Structures	Graffiti Removal	As needed; assume every 3-5 years

* Frequency may vary depending on asset material, quality and intensity of use

Operations and Maintenance Funding

The effective operations and maintenance of trails is critical for the success of a trail system. However, this is a time and resource intensive process and requires identifying one or more funding streams to support O&M over the long-term. The Forest Grove Loop Trail, with its on- and off-road trail network can use funding opportunities targeted at both sidewalks and trails.

State and Federal Funds: State and federal transportation funds can be used for corridor level sidewalk and trail repair, ADA upgrades, complete street improvements, and in some cases trail maintenance. Eligibility requirements and funding match will vary across different programs. Some key programs include:

- The federal Recreational Trails Program, administered by Oregon Parks and Recreation Department, funds maintenance and restoration of existing trails.
- The federal Land and Water Conservation Fund, administered by the Oregon Parks and Recreation Department supports renovation or redevelopment to bring a facility up to standards. The program also supports operational and maintenance facilities like fences, sprinkler systems and directional signs.

Non-profit/Private partnerships: Foundations and non-profits provide funding support for a variety of trail activities like programming, and volunteer support as well as funding for maintenance and operations of trails and active transportation facilities. Private donations often have fewer barriers for accessing them including eligibility criteria, usage of funds, and can support to fill gaps in other funding sources. Examples include the Polaris TRAILS GRANTS Program, and Nike Community Impact Fund Program.

General Fund: A general fund is the primary operating fund that supports different O&M tasks like public safety (police, fire) and street maintenance. The general fund is generally from sales and use tax revenues, interest earnings, and other revenue streams like state shared funding. Oftentimes, the City will have little control over the revenue, but a part of the general fund can be used for trail operations and maintenance.

Municipal Bonds: A municipal bond is a loan from investors that can support funding shortages in trail and sidewalk maintenance. Bonds should be approved through a ballot measure and to be successful, the bond campaign should be backed by residents, and businesses. Bonds typically have tax implications for residents.

Utility Fees: Transportation utility fees are a funding mechanism that treats transportation infrastructure like a utility and requires residents and businesses to pay a fee based on their impact on the transportation system rather than based on their property value. Utility fees may be based on the number of parking spaces, square footage, or gross floor area. They can be small, consistent funding streams for maintenance of the trail.

Corridor Redevelopment: The maintenance of the on-street trail facilities can be built into the public and private improvements within or adjacent to the ROW. Sidewalk repair and maintenance and ADA upgrades can be included as part of the street improvements. The permitting process for private projects can incorporate replacement or upgrades to trail and sidewalk facilities surrounding their development.

Permitting Requirements

As the City works on the implementation of the Forest Grove Loop Trail, the project will need permits at the federal, state and local levels depending on the trail design and its intersection with the environment. The following is a list of potential permits that may be required for the project. Suggested submittal schedule, and potential impacts, permit considerations, and issues are detailed in the permitting matrix deliverable.

Agency	Potential Permits	Permit Trigger
<i>Federal</i>		
US Army Corps of Engineers (Corps)	Section 404 Nationwide 12 Permit	Work in wetland or water of the US.
	or Nationwide 33 Permit	NW 12 - Utility line construction through wetland. Discharges of dredged or fill material associated with excavation, backfill, or bedding for utility lines, including intake and outfall structures, or NW 33 -Temporary construction, access, and dewatering (including cofferdams) necessary for construction activities
National Marine Fisheries Service (NMFS)	Section 7 ESA Consultation	Affect listed species or adversely modify its critical habitat. The Corps must consult with NMFS and/or USFWS.
and/or	Incidental Take General Permits or Disturbance Take	Impacts on Threatened & Endangered Species including birds, insects, fish, reptiles, mammals, crustaceans, flowers, grasses, and trees.
US Fish and Wildlife Service (USFWS)		Impacts on 1,000 species of native migratory birds under the Migratory Bird Treaty Act Impacts on Bald and Golden Eagle
US EPA National Environmental Policy Act (NEPA)	Environmental Assessment (EA) or Environmental Impact Statement (EIS)	Federal nexus such as federal funding or a federal permit.
<i>State</i>		
Oregon Department of Environmental Quality (DEQ) Stormwater/ Erosion Control	Construction Stormwater General Permit	Construction that will disturb large land areas and/or could adversely affect water quality. Required for stormwater discharges to surface waters from construction if stormwater from rain or snow melt leaves your site through a "point source" and reaches surface waters either directly or through storm drainage.
Oregon Department of Environmental Quality	State Environmental Review Process (SERP) Categorical Exclusion or Environmental Assessment or Environmental Impact Statement	The SERP would be required if using ODEQ's Clean Water State Revolving Fund

Agency	Potential Permits	Permit Trigger
Department of State Lands	Oregon Removal/Fill Law (ORS 196.795) General Authorizations (minor impacts), General Permits (Significant but predictable impacts) Individual Permits, or (Potentially significant impacts)	Projects that add, remove, or move more than 50 cubic yards of material in most wetlands or waters. Projects that add, remove, or move any amount of material in streams designated as Essential Salmonid Habitat, Oregon State Scenic Waterways, and adjacent lands within a quarter mile of the waterway, and designated mitigation sites.
<i>County/Local</i>		
Clean Water Services (CWS)	Environmental Review - a Site Certification or Standard Site Assessment may be required.	Apply to storm and surface water systems within the Tualatin River Basin and within the district.
The City of Forest Grove and Clean Water Services	Erosion Control Permit	Land disturbance on a construction site increases erosion potential. Larger projects, which require site development permitting, will also include an Erosion Control Permit.
City of Forest Grove Tree Removal or Pruning	Tree Removal Permit/Pruning Permit	Major pruning (more than 20%) or removal of a tree listed on Forest Grove Register of Significant Trees (and/or) Major pruning or removal of a street tree planted in the public right-of-way (and/or) Trees six inches in diameter or greater or Oregon white oak trees three inches in diameter or greater on developable land
City of Forest Grove Right-of-Way Permitting	Excavation Permit	Any work within the public right-of-way or easement that involves excavation, including the installation of concrete drive approaches or sidewalks, and connection to or construction of public facilities.
	Deposit Permit	An article or material being deposited on any street requires a Deposit Permit
	Location Permit	Placing obstructions (portable signs/ sandwich boards, benches, tables and chairs, trash receptacles, etc.) in the public right-of-way

Alignment Alternatives

Over the course of the planning process, the project team considered a variety of alignment alternatives, particularly in the northern segment, to identify an alignment that best supports the community needs and project objectives. In the final evaluation, alternatives were considered based on the following criteria:

- **Project Cost:** This included consideration of potential demolition or site preparation, major grading and retaining wall and maintenance needs.
- **Safety and Comfort:** This included the experience of trail users as well as adjacent property owners.
- **Feasibility:** The alignment feasibility was assessed by private property impacts, ROW/ easement considerations, permitting/ coordination requirements, utility conflicts, and political/ public relations.
- **Environmental/Cultural Impacts:** The criteria evaluated tree impact/ removal, proximity to cultural and historic resources, and if the alignment was located adjacent to wetlands or waterways.
- **Value of Connection:** The criteria considered the alignment's proximity to where people live/work, proximity to destinations, and access or connections to the greater trail system in the region.

Northern Segment

The Northern Segment runs along the northern and western edge of the city and connect Forest Glen Park to Thatcher Park, Forest Grove High School, a proposed new neighborhood park and the Highway 47 Trail. The city will acquire land and/or easements to develop this segment of the multi-use regional trail.

The corridor includes four alignments:

David Hill Road (E): This alignment runs along David Hill Road from Hwy 47 on the west to the intersection of NW David Hill Road and NW Thatcher Road. A part of this alignment from the intersection of NW David Hill Road and Silverstone Drive to the intersection of NW David Hill Road and NW Thatcher Road will be part of the preferred alignment.

Environmental Easement (CWS): This alignment diverts the trail off David Hill Road for a section near the intersection of Hazelnut Street and passes through the natural corridor to connect to NW Hwy 47 to the east. As such, it provides a better user experience away from the traffic. Adjacent property owners were concerned about flooding and the detailed trail plans can incorporate stormwater infiltration design and mitigate existing impacts. The planning team and City have discussed with CWS, who approved the concept.

Thatcher Park: This alignment runs south from the intersection of NW David Hill Road and NW Thatcher Road along Thatcher City Park and turns west along Watercrest Road to connect with Forest Glen Park. It partially runs through some existing trails near Thatcher Park, but some portions have very steep slopes, including stairways connecting the new development to Thatcher Park. The alignment needs to come through the neighborhood and portion of a neighborhood greenway where traffic calming measures have been implemented. This route did not have any property impacts.

David Hill Road (W): This alignment runs west from the intersection of NW David Hill Road and NW Thatcher Road along David Hill Road till the western edge of the city boundary. It then turns south along the city boundary and the

urban growth boundary and connects with a completed section of the trail near Forest Glen Park. The alignment evaluation process identified several concerns: narrow right-of-way (ROW); very steep slopes, and sensitive environment along the western edge of the city boundary that impact cost and accessibility; and challenges with identifying “logging roads” on the west side.

Gales Creek Trail Corridor (Southern Segment)

The Gales Creek Trail corridor is based on an existing gravel path. This alignment will be located along the southern edge of the city boundary, connecting B Street Trailhead to Kyle Park, Knox Ridge Park, Reuter Farm Park, and Forest Glen Park. The Gales Creek Trail corridor will be 3.1 miles in length and approximately 7.5 acres* in area. As in the David Hill Trail Corridor, the city will acquire land and/or easements to develop this segment of the multi-use regional trail. The trail will be off the main streets, and it will also connect to existing natural and cultural resources through the Nature in Neighborhoods Community Choice Grant from Metro for re-indigenization. The trailhead locations were determined by the community during the community engagement process.

Preferred Alignment

The preferred alignment was identified based on the results of the evaluation criteria, and discussions with the City, CWS, property owners and community members. The final proposed alignment includes segments of David Hill Trail Corridor (North) and Gales Creek Trail corridor.

Figure 4: Forest Grove Loop Trail Proposed Alignment Map



Figure 5: Typical cross sections with bike lanes and sidewalk along NW David Hill Road

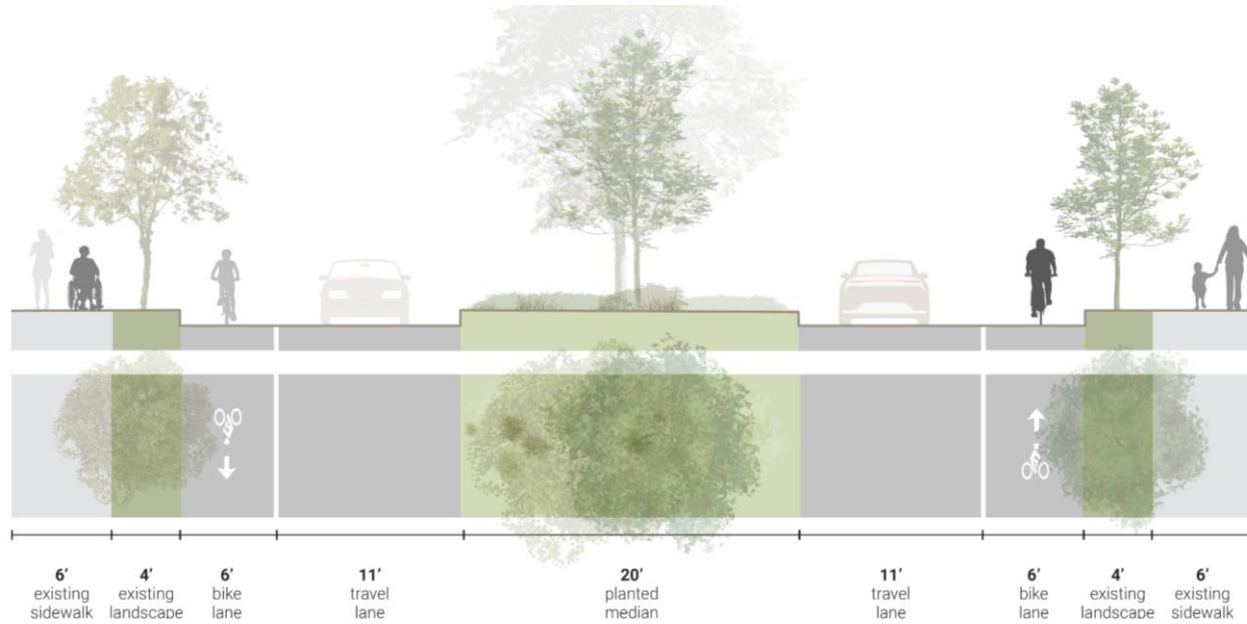


Figure 6: Typical cross section along the Environmental Easement alignment

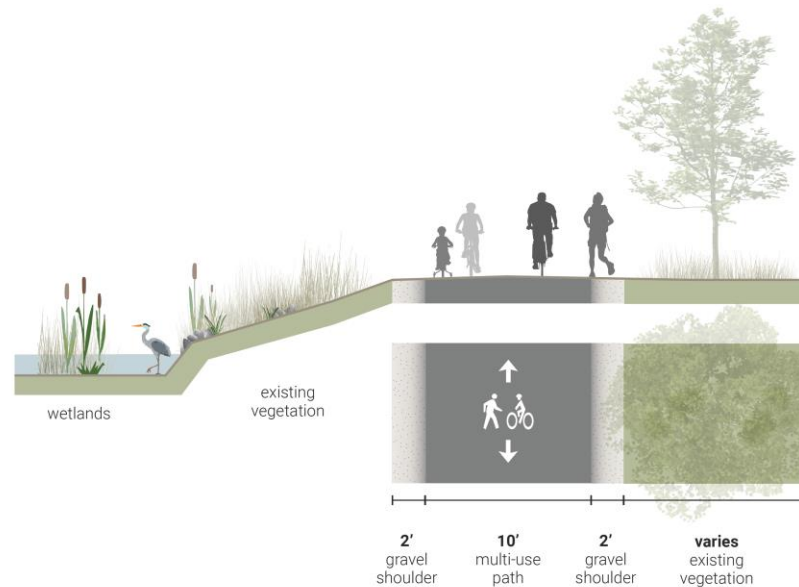


Figure 5: Typical cross section - Neighborhood Greenway

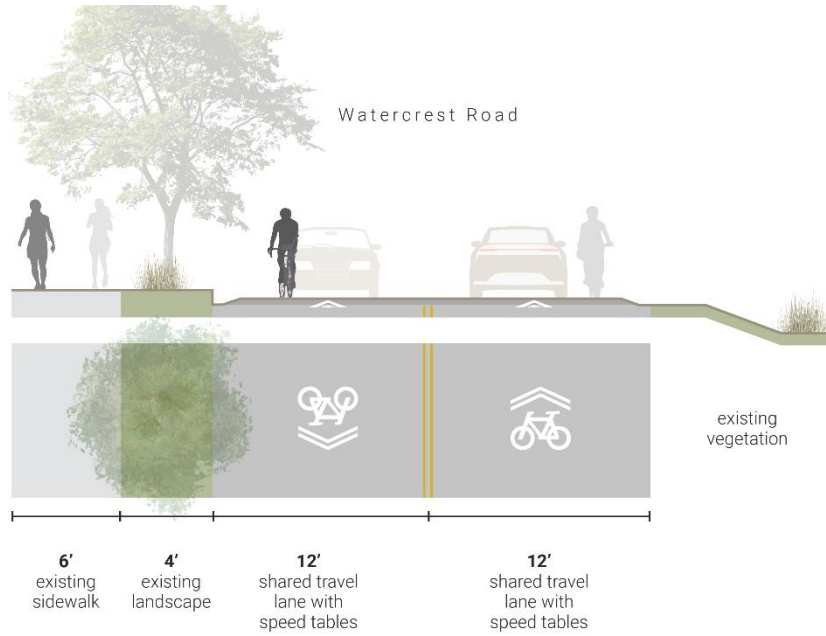
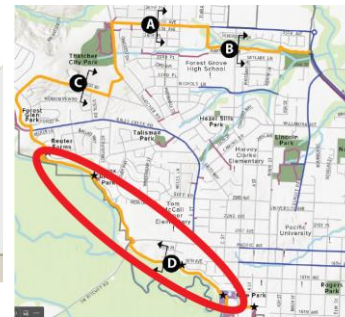
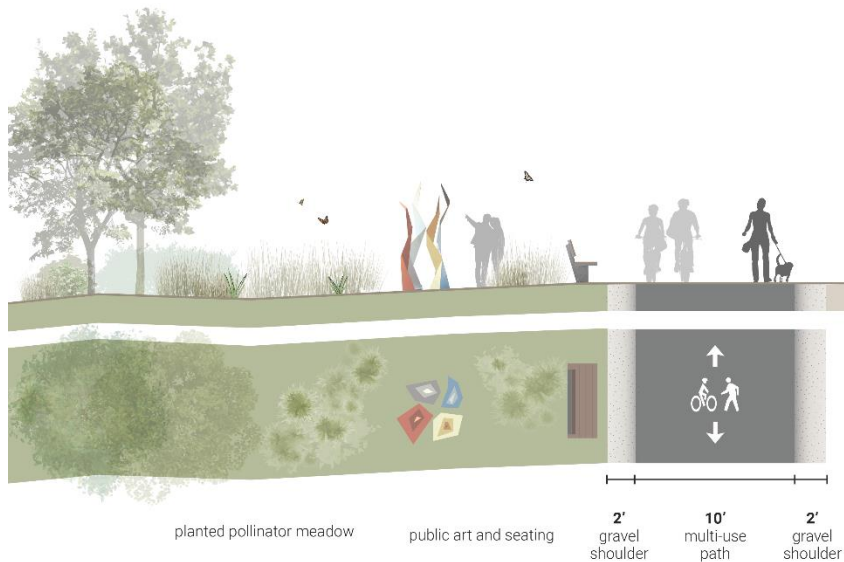


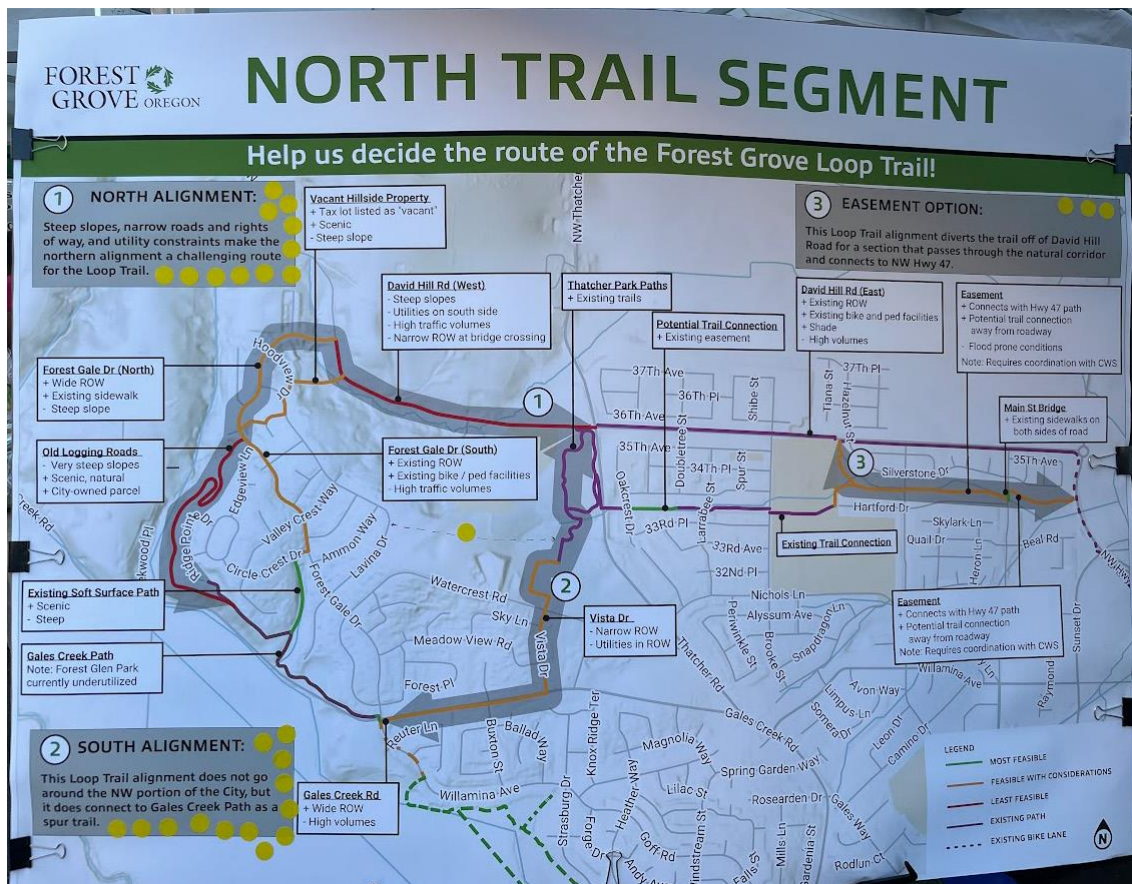
Figure 6: Typical cross section - Separated multi-use path



Community Feedback

See the complete Public Engagement Summary Report for more information.

North Trail Segment Alignment Feedback



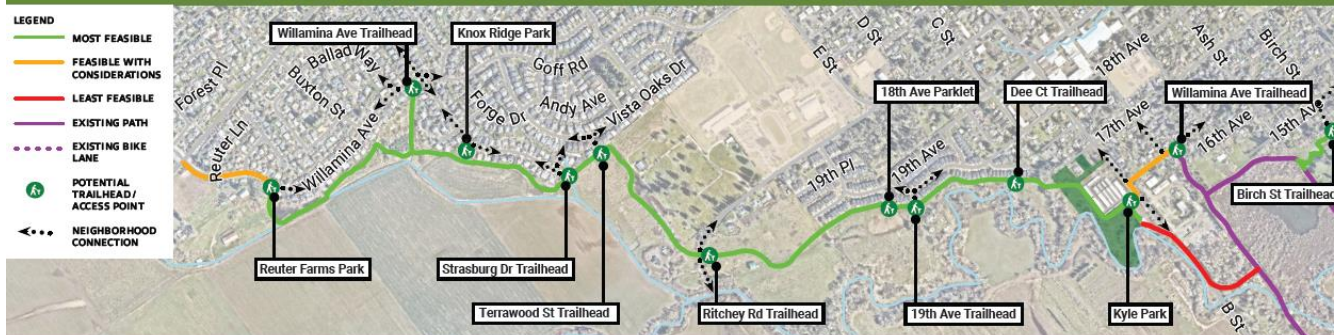
- North Alignment Option 1:** Respondents liked this alignment because of the longer trail distance and more natural setting, but due to the narrow ROW and fast traffic along David Hill Road (NW), in addition to the steep hills and challenging terrain it was determined it would not meet the goals of this project.
- North Alignment Option 2:** Adjacent to Thatcher Park and through the neighborhood is a more accessible alignment option for everyone.
- Easement Option:** Most people liked the Environmental Easement alignment as it provided a pathway away from the road.

South Trail Segment Access and Amenity Feedback



SOUTH TRAIL SEGMENT

Where do you want to access the Forest Grove Loop Trail?



Which amenities do you most want to see along the Forest Grove Loop Trail?



Forest Grove Trailhead Access Locations and Preferred Amenities Survey Results

The top five amenities desired by respondents were restrooms, trash cans, lighting, benches, and drinking fountains, which were also top amenities at specific access points.

1. Reuter Farms Park Access Point

- Trash cans
- Benches
- Wayfinding Signage (including distance markers)
- **Metro: Reindigenization**
 - Artwork
 - Planting
 - Interpretive signs

2. Ritchey Road Access Point

- Trash cans
- Benches
- Wayfinding Signage (including distance markers)

3. 18th Ave Parklet/19th Ave

- **Metro: Pollinator Habitat**
 - Benches
 - Plantings
 - Interpretive signs



Which amenities do you most want to see along the Forest Grove Loop Trail?

1. Restrooms = 104
2. Trash cans = 97
3. Lighting = 84
4. Benches = 68
5. Drinking fountain = 51
6. Wayfinding Signage = 50
7. Green Infrastructure = 38
8. Shelter = 33
9. Artwork = 24
10. Water feature = 16
11. Bicycle Repair Station = 15
12. Interpretive Signage = 15
13. Bike Parking = 11
14. Kiosk = 9

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: October 13, 2025

PROJECT TEAM: Bryan Pohl, Community Development Director
Miles Glowacki, Economic Development Coordinator

SUBJECT TITLE: ORDINANCE NO. 2025-03: AN ORDINANCE AMENDING FOREST GROVE CODE TITLE III (ADMINISTRATION), CHAPTER 34 (TAXES AND FEES), §34.26 (TAX IMPOSED) AND §34.38 (ADMINISTRATION) INCREASING THE LOCAL TRANSIENT LODGING TAX RATE FROM 2.5% TO 3.5%

ACTION

REQUESTED:

☒

Ordinance

☐

Order

☐

Resolution

☐

Informational

ADDENDUM FOR OCTOBER 13, 2025 COUNCIL MEETING

On September 22, 2025, the City Council held a duly noticed public meeting on Ordinance 2025-03. City Council approved the first reading of Ordinance with a vote of 6-0 and continued it to a second reading to be held October 13, 2025.

If Ordinance 2025-03 is passed, two resolutions will be needed to implement the change. Resolution 2025-57 will establish the program funding supported by the Transient Lodging Tax (TLT), and a resolution will be brought forward to enter into an Intergovernmental Agreement (IGA) with Washington County to collect the tax on the city's behalf. Resolution 2025-27 has been included in the October 13th City Council meeting agenda for the Council's consideration. Staff is working with the County on drafting the IGA.

STAFF REPORT FROM SEPTEMBER 22, 2025 COUNCIL MEETING

2040 VISION PLAN

2040 Outcome: Foster a community and sense of place.

2040 Action Items:

- 1.11 Encourage and attract more events downtown to promote foot traffic
- 1.12 Install decorative lighting downtown
- 1.13 Increase wayfinding signage for downtown parking
- 1.14 Update the Tourism Strategic Plan
- 1.15 Develop a mural corridor/public art and cultural districts/celebrations
- 1.17 Pursue grants to support tourism, placemaking, identity, and planning
- 4.2 Explore opportunities to create a central community gathering space

- 4.5 Develop a festival street/pedestrian mall in downtown Forest Grove
- 4.9 Employ Pacific University work study students for community service needs

BACKGROUND

A local Transient Lodging Tax (TLT) is a tax imposed by a local government on the sale, service, or furnishing of transient lodging, or what is commonly known as hotel, motel, and short-term rentals. Oregon Revised Statute (ORS) 320.350 provides that a City Council may impose a local TLT. Under state law and county ordinance, a city may keep 100% of a locally levied TLT. State law requires that at least 70% of net TLT revenue be used for tourism promotion or tourism-related facilities.

On November 27, 2017, the City Council approved Ordinance 2017-13 establishing a 2.5% TLT rate, with collections beginning in 2018. In 2023, the City Council passed Resolution 2023-52 establishing three new tourism programs funded by the TLT, effective January 1, 2024. On January 27, 2025, the City Council held a work session and reached a consensus to raise the TLT from 2.5% to 3.5%.

On September 8, 2025, the City Council held a work session and reached consensus to 1) increase the TLT rate from 2.5% to 3.5%; 2) to dedicate the revenues to 2040 Action items and retain the existing programs; 3) to hold another work session once sufficient revenues resulting from the increase (likely 6-9 months) have been collected to clarify how these revenues will be spent to address the 2040 Action items noted above.

Because Resolution 2023-52 apportioned TLT revenues by a percentage of overall revenue to each program and the consensus at the September 8, 2025 work session was to spend the additional revenues from the TLT increase on new 2040 Action items, staff prepared a new resolution for the October 13th, 2025, meeting that changes the apportionment from a percentage basis to a budgeted basis and create a new program entitled “2040 Action Items” which the additional revenues resulting from the increase will be deposited in. For example, instead of the Tourism Capital Grant Program being apportioned 10% of the approximate \$100,000 in annual TLT revenue, the new resolution will delete the 10% and default to what is currently in the budget or \$10,000. As noted during the work session, all current TLT annual revenues are fully allocated as follows:

- Tourism Marketing and Promotion Program (40%) (\$40,000)
- Tourism Event Sponsorship Program (40%) (\$40,000)
- Tourism Capital Grant Program (10%) (\$10,000)
- Public Installation Art Program (10%) (\$10,000)

Unless directed otherwise by Council, staff will bring forward an ordinance in July 2027, extending the TLT for another five years as the current code has it sunsetting on December 31, 2027, unless re-authorized by the City Council.

PROPOSED ORDINANCE CHANGES

The TLT is outlined in Chapter 34, Sections 25-40 of the City Code. Staff reviewed all sections, and below are the ordinance amendments necessary to increase the rate from 2.5% to 3.5%. No other amendments to Chapter 34 are being proposed.

Strikethrough = proposed deletions

Red text = proposed additions

§ 34.26 TAX IMPOSED.

(A) Effective ~~January 1, 2018~~, **January 1, 2026**, each occupant shall pay a TLT in the amount of ~~two and one-half (2.50%)~~ **three and one-half (3.5%) percent** of the rent. The occupant shall pay the TLT with the rent to the local tax trustee. TLT amounts shall be rounded down to the nearest cent. The local tax trustee shall maintain records of all rent charged and TLT payments received. If rent is paid in installments, a proportionate share of the TLT shall be paid by the occupant to the local tax trustee with each installment unless the occupant pays the entire amount with the first payment.

§ 34.38 ADMINISTRATION.

(A) Use of TLT Funds. At least seventy percent (70%) of the revenue from the tax rate of ~~two and one-half (2.5%) percent~~ **three and one-half (3.5%) percent** shall be used for tourism promotion and tourism-related facilities. Up to thirty percent of the revenue of the ~~two and one-half (2.5%) percent~~ **three and one-half (3.5%) percent** may be used for City services.

Ordinance 2025-03 accepts the changes noted above and shows the final language that would be included in City Code.

FISCAL IMPACT

A one percent (1%) increase in the TLT equals approximately \$50,000 per year in additional revenue, assuming vacancy rates in hotels, motels, and short-term rentals remain the same.

RECOMMENDATION

Staff recommends the City Council approve Ordinance No. 2025-03.

ATTACHMENT/S:

- Ordinance 2025-03

ORDINANCE NO. 2025-03

**ORDINANCE AMENDING FOREST GROVE CODE OF ORDINANCES TITLE III
(ADMINISTRATION), CHAPTER 34 (TAXES AND FEES), §34.26 (TAX IMPOSED)
AND §34.38 (ADMINISTRATION) INCREASING THE LOCAL TRANSIENT LODGING
TAX RATE FROM 2.5% TO 3.5%**

WHEREAS, a local transient lodging tax (TLT) is a tax imposed by a local government on the sale, service, or furnishing of transient lodging; and

WHEREAS, transient lodging includes hotel, motel, and inn dwelling units that are used for temporary overnight human occupancy; spaces used for parking recreational vehicles during periods of human occupancy; or houses, cabins, condominiums, apartment units, or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy; and

WHEREAS, ORS 320.350 provides that a City Council may impose a new local transient lodging tax if at least seventy percent (70%) of the net revenue shall be used to fund tourism promotion or tourism-related facilities or certain debt-related expenses, and no more than thirty percent (30%) of net revenue may be used for city services; and

WHEREAS, the City of Forest Grove established a Transient Lodging Tax rate of two point five percent (2.5%) under Ordinance No. 2017-13, and an adjustment is warranted to align with economic conditions and revenue needs; and

WHEREAS, the City of Forest Grove has determined that an increase in the TLT is necessary to support public services, tourism development, community improvements, and address new programs and projects included in the 2040 Plan.

NOW, THEREFORE, THE CITY OF FOREST GROVE ORDAINS AS FOLLOWS:

Section 1. The City Council hereby amends Forest Grove Code of Ordinances Title III (Administration), Chapter 34 (Taxes and Fees), as set forth below:

§ 34.26 Tax imposed

- (a) Effective January 1, 2026, each occupant shall pay a TLT in the amount of three and one-half (3.5%) percent of the rent. The occupant shall pay the TLT with the rent to the local tax trustee. TLT amounts shall be rounded down to the nearest cent. The local tax trustee shall maintain records of all rent charged and TLT payments received. If rent is paid in installments, a proportionate share of the TLT shall be paid by the occupant to the local tax trustee with each installment unless the occupant pays the entire amount with the first payment.

§ 34.38 Administration

- (a) Use of TLT Funds. At least seventy percent (70%) of the revenue from the tax rate of three and one-half (3.5%) percent shall be used for tourism promotion and

tourism-related facilities. Up to thirty percent of the revenue of the three and one-half (3.5%) percent may be used for City services.

Section 2. Ordinance No. 2017-13 is hereby repealed to the extent of such inconsistency or conflict.

Section 3. This ordinance is effective 30 days following its enactment by the City Council.

PRESENTED AND PASSED the first reading this 22nd day of September, 2025.

PASSED the second reading this 13th day of October, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 13th day of October, 2025.

Malynda H. Wenzl, Mayor

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: October 13, 2025

PROJECT TEAM: Keith Hormann, Director of Light and Power
Greg Robertson, Director of Engineering and Public Works

SUBJECT TITLE: Resolution 2025-55 Clarifying Usage of the Streetlight Fee

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

2040 VISION PLAN

Clarifying usage of the streetlight fee addresses the following 2040 Plan items:

2040 GOAL STATEMENT: Economy – we envision a thriving, inclusive Forest Grove community with a vibrant downtown, a diverse economy offering high-paying jobs, and a strong sense of identity and place

2040 OUTCOME: Revitalize Downtown

2040 ACTIONS: Install decorative lighting downtown
Encourage and attract more events downtown to promote foot traffic

BACKGROUND

In 2013, the city established a streetlight fee in city code “to pay direct and indirect costs associated with the operation, maintenance, installation, and replacement of street lighting owned, operated, or controlled by the city,” further, “all revenues generated by the SLF shall be placed in a dedicated account within the city’s Street Fund and used only to pay the direct and indirect costs associated with the operation, maintenance, installation, and replacement of street lighting owned, operated, or controlled by the city.” The fee was set at \$1.50 per month on each utility bill by resolution in 2013 and has remained the same since.

There are 2236 streetlights in the city that are operated and maintained by this fee. In 2019 and 2020, Light and Power replaced all sodium streetlights with LED streetlights. The streetlight fee paid for these replacements over 3 years, ending in 2023. This project reduced the power usage – and therefore power expenses – by approximately 50%, saving approximately \$62,500 per year. Prior to 2023, the streetlight fee would generate approximately \$175,000 per year and be fully expended every year on the annual maintenance, operation, and power expense of all streetlights. Until recently,

there was insufficient revenue generated by the streetlight fee to establish a capital account for the long-term replacement of streetlight fixtures and streetlight poles.

City Council reached consensus at a September 22, 2025, work session to utilize these savings for the following purposes:

- To create a dedicated capital account within the Street Fund entitled “Streetlight Replacement Fund” to fund the long-term replacement of streetlight fixtures and streetlight poles. It was noted during the work session that a dedicated capital account for streetlight fixture and pole replacement did not exist and utilizing the current savings would fund replacements on an approximate 75-year replacement schedule.
- To install, operate, and maintain decorative streetlights on city-owned streetlight poles and street trees where city-owned electrical outlets exist for the purpose of streetlights on street trees. City Council also reached consensus to conduct a procurement process for these services.

FISCAL IMPACT

There is no fiscal impact to residents as the streetlight fee rate would remain unchanged. Establishing a dedicated capital account allows the city to begin accumulating funds for capital expenses that if expensed all at once when the asset requires replacement would necessitate a bond or loan to finance.

RECOMMENDATION

Staff recommends City Council pass Resolution 2025-55.

ATTACHMENT/S:

- Resolution 2025-55
- Powerpoint from September 22, 2025, City Council Work Session
- Ordinance No. 2013-08
- Resolution No. 2013-56



STREETLIGHT FEE

Jesse VanderZanden | City Manager
Greg Robertson | Public Works Director
Keith Hormann | Light and Power Director
City Council Work Session 9-22-25

City of Forest Grove

AGENDA

Vision 2040 Plan

Purpose

Background

Discussion

VISION 2040 PLAN

3



2040 GOAL STATEMENT:

- Economy – we envision a thriving, inclusive Forest Grove community with a vibrant downtown, a diverse economy offering high-paying jobs, and a strong sense of identity and place

2040 OUTCOME:

- Revitalize Downtown

2040 ACTIONS:

- Install decorative lighting downtown
- Encourage and attract more events downtown to promote foot traffic

PURPOSE

4

- To reach a consensus on downtown decorative lighting
- To reach a consensus on the use of the Streetlight Fee

BACKGROUND

5

- Ordinance 2013-08 passed establishing a streetlight fee on July 8, 2013
- Resolution 2013-56 passed setting the streetlight fee at \$1.50 per month per account. There are approximately 10,000 accounts within the city.
- The purpose of the fee was to cover streetlight expenses with a separate fee to avoid using gas tax monies (Street Fund) to pay for streetlights
- The revenue “shall be used to pay direct and indirect costs associated with the operation, maintenance, installation, and replacement of street lighting owned and operated or controlled by the City.”
- All revenues “shall be placed in a dedicated account within the City’s Street Fund and used only to pay the direct and indirect costs associated with the operation, maintenance, installation and replacement of street lighting owned, operated or controlled by the City.”

BACKGROUND

6

- The Streetlight Fee has remained unchanged since its initial passage in 2013
- There are 2236 streetlights that are maintained by these revenues
- Light and Power replaced all sodium lights with LED lights on all streetlights in 2019-2020. The Streetlight Fee paid for these replacements over 3 years, ending in 2023. This project reduced power usage by approximately 50% and therefore saved approximately 50% in power expenses

BACKGROUND

7

	Prior-2023	Post-2023
Approximate Annual Revenue:	\$175,000	\$175,000
Approximate Annual Maintenance Expenses:	-\$50,000	-\$50,000
Approximate Annual Power Expense:	<u>-\$125,000</u>	<u>-\$62,500</u>
Approximate Annual Surplus:	\$0	\$62,500
Approximate annual cost of street tree lights, power and maintenance:		-\$1,500
Approximate annual cost of holiday decorative lights power and maintenance:		-\$5,000
Approximate annual cost of annual capital expense reserve (50-year life cycle):		<u>-\$50,000</u>
Estimated Annual Surplus		\$6,000

BACKGROUND

8

Considerations:

- The City recently replaced trees causing damage and installed outlets to power tree lights on portions of Main and 21st Avenue as part of the “Glow Up” project
- One item not finalized as part of the project was the purchase, installation, and maintenance of tree lights in this area
- While maintenance of the street trees is the responsibility of the adjacent business/landowner in the city code, the City has historically assumed a portion of this responsibility, i.e., planting and replanting the trees, in the federally-funded Community Development Block Grant area (enhanced streetscape area characterized by bricks, decorative trash cans, grates, etc.)
- The city owns and maintains all streetlights within the city

BACKGROUND

9

Considerations:

- The City does not have a fee to recover the operation, maintenance, installation and replacement of downtown tree lights or the downtown holiday lights
- The Streetlight Fee did not define “streetlights”, allowing broad interpretation by Council
- While tree and decorative lights are not considered a “streetlight” they are a type of “street lighting” as mentioned in the code and could be interpreted to fall within the code

QUESTIONS FOR DISCUSSION

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- Does the Council want to purchase and maintain street tree lights and decorative lights within the CDBG enhanced streetscape area?
- If yes, is the Council amendable to using streetlight fee revenues to fund these services? The Council could accomplish this by either changing city code and defining a “streetlight” or pass a resolution clarifying usage of the streetlight fee revenues.
- Staff recommends that if the streetlight fee is used for the operation and maintenance of street and decorative lighting within the CDBG enhanced streetscape area, that the lights be accompanied by usage policies and guidelines. Such policies would clarify types of lights, and operating and maintenance procedures.
- Does the Council want to establish policies regarding the tree lights and decorative lights?

ORDINANCE NO. 2013-08

**ORDINANCE AMENDING FOREST GROVE CODE CHAPTER 4
BY ADDING NEW SUB-CHAPTER 4.300, ENTITLED STREETLIGHT FEE**

WHEREAS, the City Council believes it necessary and appropriate to establish a stable funding device to pay the costs associated with the operation, installation, maintenance and replacement of streetlights in or owned by the City; and

WHEREAS, staff has recommended the City Council establish a Streetlight Fee; the monies from which are to be placed in a dedicated account in the Street Fund and used to pay the direct and indirect costs associated with the operation, installation, maintenance and replacement of street lighting in or owned by the City; and

WHEREAS, notice of the City Council hearing on this ordinance was published in the *News Times* on July 3, 2013; and

WHEREAS, the City Council held a duly-noticed Public Hearing on the proposed ordinance on July 8, 2013.

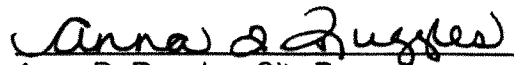
NOW, THEREFORE, THE CITY OF FOREST GROVE ORDAINS AS FOLLOWS:

SECTION 1. The Forest Grove City Council does hereby approves and adopts the provisions establishing a Streetlight Fee and amends Forest Grove Code Chapter 4 by adding new sub-chapter 4.300, entitled Streetlight Fee, as set forth in the attached Exhibit A.

Section 2. This ordinance is effective 30 days following its enactment by the City Council.

PRESENTED AND PASSED the first reading the 8th day of July, 2013.

PASSED the second reading the 12th day of August, 2013.


Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 12th day of August, 2013.


Peter B. Truax, Mayor

ORDINANCE NO. 2013-08

EXHIBIT "A"

FOREST GROVE CODE CHAPTER 4, UTILITIES

ADDING NEW SUB-CHAPTER 4.300

STREETLIGHT FEE

4.300 Streetlight Fee Established.

A Streetlight Fee (SLF) is hereby created and imposed on consumers of the City of Forest Grove's electric utility, the amount of which is to be set by Council resolution. The revenue from the SLF shall be used to pay direct and indirect costs associated with the operation, maintenance, installation and replacement of street lighting owned operated or controlled by the City. The SLF is premised on both the direct and indirect use of or benefit from provision and use of the City's street lighting and is neither a property tax nor subject to the limitations of Article XI, Section 11 of the Oregon Constitution.

4.310 Dedicated Account.

All revenues generated by the SLF shall be placed in a dedicated account within the City's Street Fund and used only to pay the direct and indirect costs associated with the operation, maintenance, installation and replacement of street lighting owned, operated or controlled by the City.

4.320 Billing.

The SLF shall be billed to and collected from the person identified for each metered site in the City's electric utility records as responsible for payment of electric energy charges. SLF billings will be a separately identified on any utility billing statement and will be due and payable on the same schedule as that set for the electric utility. Payments on the utility billing statement shall be applied in a priority consistent with that set up in Code Section 2.615. Failure to pay the SLF when due subjects the metered site to discontinuance of electric utility service consistent with the terms of Code Sections 4.210(4) and 2.615.

RESOLUTION NO. 2013-56

RESOLUTION SETTING THE STREETLIGHT FEE

WHEREAS, the Forest Grove City Code provides the City Council with authority to set the amount of the City's Streetlight fee by resolution, the monies from which are to be used to cover costs associated with the operation, installation, maintenance and replacement of streetlights in or owned by the City; and

WHEREAS, after review of costs associated with the operation, installation, maintenance and replacement of streetlights in or owned by the City and consultation with the City's Budget Committee, staff has recommended to the Council that the monthly Streetlight fee be set at \$1.50 per account; and

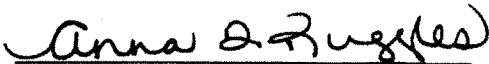
WHEREAS, a duly-noticed Public Hearing was held July 8 and hearing was continued on August 12, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

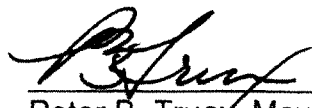
Section 1. The City Council hereby approves setting the monthly Streetlight Fee at \$1.50. The fee will appear on each utility bill, effective the first utility billing cycle after October 1, 2013.

Section 2. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 12th day of August, 2013.


Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 12th day of August, 2013.


Peter B. Truax, Mayor

RESOLUTION NO. 2025-55

RESOLUTION CLARIFYING USAGE OF THE STREETLIGHT FEE

WHEREAS, Ordinance No. 2013-08 established a “Streetlight Fee” which included a dedicated account in the Street Fund for revenues and expenses pertaining to streetlights and a billing process; and

WHEREAS, Resolution No. 2013-56 established the Streetlight Fee at \$1.50 per month on each utility bill; and

WHEREAS, the purpose of the Streetlight Fee stated in City Code Title V (Public Works), Chapter 51 (Electricity), Section 51.15 (Streetlight Fee) is “The revenue from the SLF shall be used to pay direct and indirect costs associated with the operation, maintenance, installation, and replacement of street lighting owned, operated, or controlled by the city”; and “All revenues generated by the SLF shall be placed in a dedicated account within the city’s Street Fund and used only to pay the direct and indirect costs associated with the operation, maintenance, installation, and replacement of street lighting owned, operated, or controlled by the city; and

WHEREAS, City Council reached consensus at a work session on September 22, 2025, to utilize streetlight fee revenues to purchase, install, operate and maintain decorative streetlights on city-owned streetlight poles and street trees where city electrical outlets exist for the purpose of lighting street trees and to conduct a public procurement process for this service; and

WHEREAS, City Council reached a consensus at a work session on September 22, 2025, to create a dedicated capital account within the Street Fund entitled “Streetlight Replacement Fund” to fund the long-term replacement of streetlight fixtures and streetlight poles; and

WHEREAS, it was noted during the work session that a dedicated capital account for streetlight fixture and streetlight pole replacement did not exist and utilizing the current electricity savings resulting from converting all streetlights from sodium to LED would fund streetlight fixture and streetlight pole replacements on an approximate 75-year replacement schedule and avoid having to secure a loan or bond in the future to fund replacements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council hereby clarifies that streetlight fee revenue may be used for the operation, maintenance, installation, and replacement of decorative

streetlights on city-owned street poles and street trees where city-owned electrical outlets exist for the purpose of streetlights on street trees.

Section 2. The City Council directs staff to establish a dedicated capital account within the Street Fund entitled “Streetlight Replacement Fund” to fund the long-term replacement of streetlight fixtures and streetlight poles and to deposit all revenues collected by the Streetlight Fee and not expensed for annual electricity and maintenance expenses for the streetlights into the dedicated account; further, to report on the account during the budget process.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 13th day of October, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 13th day of October, 2025.

Malynda H. Wenzl, Mayor

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jess VanderZanden, City Manager

MEETING DATE: October 13, 2025

PROJECT TEAM: Mariah Woods, City Recorder

SUBJECT TITLE: Resolution Authorizing ORMS IGA

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

2040 VISION PLAN

Not applicable.

BACKGROUND

The City of Forest Grove has used the Oregon Records Management Solution (ORMS) for electronic storage of our records since 2015. ORMS is an electronic records management system that was created by the State of Oregon through its offices of the Secretary of State (SOS) and Archives Division. The system is specifically designed to meet Oregon statutory and administrative requirements for records management.

As part of the program, the State contracts with a consulting service that provides agencies that use ORMS with training, advice, and feedback on system use. The City pays a monthly per-user cost for ORMS, but there is no additional cost for the use of the consulting service. The City has had an IGA with the SOS for the consulting services since 2015, when the City Council passed Resolution 2015-71 authorizing the City Manager to execute the IGA.

The City Recorder was notified on September 5, 2025, that the Oregon Secretary of State had updated its terms and conditions within the ORMS Consulting Services IGA, resulting in the cancellation of the current IGA. They have issued a new agreement as a replacement, included as Exhibit A, which must be signed if the City wishes to continue receiving ORMS Consulting Services. The new agreement improves readability, updates formatting, clarifies dispute resolution/claims, and ties expiration of the agreement to the expiration of the Master Service Agreement for the ORMS system. The update also specifically clarifies that this is a no-charge agreement.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council approve Resolution 2025-56

ATTACHMENTS:

- Notice of agreement Cancellation
- Cancelled IGA
- Resolution 2025-56
- Exhibit A: Updated IGA



Tobias Read
Oregon Secretary of State

July 18, 2025

RE: Oregon Records Management Solution (ORMS) Consulting Services Agreement

This letter is to inform you that the agreement for ORMS Consulting Services is cancelled in accordance with Section 7.3 of the agreement; attached is a courtesy copy for your reference. The agreement is cancelled effective 6-months from the date of this letter.

Oregon Secretary of State has updated its terms and conditions, and should you wish to continue receiving ORMS Consulting Services, please respond to this email with the name and contact information for the appropriate signer. The new agreement will be sent by Oregon Secretary of State via DocuSign. **Your current agreement will be cancelled and replaced upon execution of the new agreement.**

If you have any questions or require any edits to the new agreement, please email me at brienna.willis@sos.oregon.gov.

Respectfully,

Brienna Willis
Oregon Secretary of State Procurement & Contracts Specialist 1

CC: Matthew Brown, Oregon Secretary of State ORMS Program Administrator

255 Capitol St NE, Ste 180
Salem, Oregon 97310

Tobias Read
Oregon Secretary of State

Michael Kaplan
Deputy Secretary of State

Information (503) 986-1523
sos.oregon.gov

OFFICE OF THE SECRETARY OF STATE

KATE BROWN
SECRETARY OF STATE

ROBERT TAYLOR
DEPUTY SECRETARY OF STATE



ARCHIVES DIVISION
MARY BETH HERKERT
DIRECTOR
800 Summer Street NE
Salem, Oregon 97310
(503) 373-0701
Facsimile (503) 378-4118

INTERGOVERNMENTAL AGREEMENT # 165-150057-15
For
Electronic Records Management Services
between
Oregon Secretary of State and City of Forest Grove

This Interagency Agreement (the "Agreement") is made and entered into between the State of Oregon, acting through its Office of the Secretary of State ("SOS ") and City of Forest Grove ("Entity") (each a "Party", collectively, the "Parties"). This Agreement is effective on the date this Agreement is fully executed and approved by an authorized representative of each Party as indicated by signature below (the "Commencement Date").

RECITALS

Under ORS 192.015, the legislature designated SOS as public records administrator of the state, with the responsibility "...to obtain and maintain uniformity in the application, operation and interpretation of the public records laws." Further to this designation, "[t]he State Archivist may grant to public officials of the state or any political subdivision specific or continuing authorization for the retention or disposition of public records that are in their custody." (ORS 192.105(1))

In order to effectively carry out the above-stated duties and assist state agencies and local governments in the shared responsibility of public records retention and disposal, SOS has determined that the effective management of public records must address information that is primarily contained in or derived from electronic formats. ORS 192.001 to 192.105 gives the State Archivist the authority to conduct an electronic records management system ("ERMS") services program.

The State Archivist has developed services for managing electronic records (including e-mail) that include a uniform, non-technical records classification specification (file structure and records classification). SOS has established a statewide agreement with a service provider for ongoing ERMS services, including provision of a central repository to house electronic records that allows for the consistent and proper management, access and final disposition of electronic records. These additional services are available to state agencies and local governments through a separate contract between each participating entity and the Oregon Records Management Solution (ORMS) service provider. The Entity may enter into a contract with the ORMS service provider under the cooperative purchasing provisions of the contract and state law. For those agencies and local government bodies that implement the ORMS under the statewide agreement, it is the goal of the State Archivist, through interagency agreements, to provide archival consulting and implementation services to participating state agencies and local government entities that incorporate improved and consistent record management practices and comply with the Secretary of State's public records administration requirements.

AGREEMENT

SECTION 1. TERM AND RENEWAL

The initial term of this Agreement begins on the Commencement Date and ends on June 30, 2016 (the "Initial Term"). Thereafter, this Agreement shall automatically renew each year for a one-year term beginning on July 1 of a calendar year and ending on June 30 of the following calendar year ("Extension Term"; the Initial Term together with the Extension Term shall be hereinafter collectively referred to as the "Term"), unless either Party provides written notice to the other Party of its intent not to renew this Agreement at least six months prior to the expiration of the current Term.

SECTION 2. SERVICES; OBLIGATIONS; OPTING OUT

2.1 Services.

- 2.1.1 SOS shall make consulting services ("Consulting Services") available to the Entity as set forth in this Agreement. As used in this Agreement "ORMS Services" means the Oregon Records Management Solution that incorporates Hewlett Packard's TRIM software and is provided under separate contract between the Entity and the third party provider ("ORMS Provider") under statewide agreement with SOS. The parties mutually agree that, a service level agreement (SLA) which describes the minimum levels of system performance, availability, operation, reliability and continuity will be made part of Agreement as an addendum and remain in effect during the use of the ORMS. SOS will work with the individuals identified in Appendix A in order to provide the services and obligations provided in this Agreement.
- 2.1.2 SOS shall provide the Entity with the following services, including those described in Appendix B
 - a. Record Classification and Retention Consulting;
 - b. File Structure Consulting;
 - c. Preparation for use of the ORMS; and
 - d. Training for the Entity personnel related to the ORMS and record management.
- 2.1.3 In providing Consulting Services, SOS shall:
 - a. Provide appropriately trained staff to fulfill its obligations under this Agreement;
 - b. Use reasonable efforts to ensure that levels of service quality, responsiveness and dependability are maintained; and
 - c. Make revisions to the SOS internal incident-resolution escalation process to the extent SOS determines such revisions are necessary to fulfill its obligations under this Agreement.

Provision of Consulting Services is subject to the Entity's timely response to requests for critical information necessary to resolve issues.

2.2 The Entity's Obligations. The Entity shall:

- a. Negotiate to enter into an agreement with the ORMS service provider using the HP TRIM solution through the cooperative purchasing provisions of the State agreement as allowed under state law;
- b. Incorporate, with SOS assistance, the record structure work provided by SOS that is required to use the ORMS;

- c. Appoint an authorized representative upon signing and notify SOS immediately of any change in authority;
- d. Designate a Entity employee to participate as necessary as a representative on a change advisory board made up of SOS personnel and representatives from the participating city, county and state entities which shall be responsible for reviewing requested enhancements to the ORMS, and making recommendations for implementation of such enhancements to the ORMS Provider;
- e. Act as a pilot participant and agree to aid in further developing a model for the statewide rollout of the ORMS related to public records management; and
- f. Respond in a timely manner to SOS requests for critical information necessary to resolve issues.

Nothing in this Agreement shall be construed to require SOS to perform any record management activities that the Entity is required to perform pursuant to state or federal law.

2.3 Opting Out.

- 2.3.1 The Entity may, at its sole discretion and at any time during the Term, discontinue use of Consulting Services by sending 3 months prior written notice to SOS of its intention to discontinue such use (such action shall be referred to in this Agreement as "Opting Out," or the Entity's "Opt Out"). The Entity shall specify in its notice the date on which it will Opt Out ("Opt Out date"), which shall not be earlier than 3 months following the date of the Entity Opt Out notice. Following notification the Entity's desire to Opt Out, SOS shall have no obligation to provide Consulting Services under this Agreement after the Opt Out date has occurred. Opting Out shall terminate this Agreement as provided in Section 7.
- 2.3.2 If the Entity chooses to Opt Out, then:
 - a. SOS shall have no responsibility for any of the Entity's costs for Opting Out;
 - b. SOS shall have no obligation after the Opt Out date to develop or maintain the Entity's interface to the system employed under the ORMS that allows the Entity to use another application to manage records within the Entity's own systems, however, SOS shall reasonably cooperate with and assist the Entity in developing such interfaces;
 - c. SOS shall allow the Entity to export records, and shall provide reasonable cooperation and assistance to the Entity in completing such export, however SOS shall have no obligation to provide the Entity with any data that resides in the system employed under the ORMS in any particular format; and
 - d. The Entity shall continue to maintain records in accordance with Oregon record retention laws.

SECTION 3. TREATMENT OF DATA

Each Party shall comply with applicable state laws governing the use and disclosure of public records. Each Party shall be responsible for responding to any public records request it receives, to the extent that it has access to the information requested, including responsibility for evaluating and appropriately handling the confidentiality of the information.

SECTION 4. FEES

There shall be no charge to the Entity by SOS for the Consulting Services described in this agreement during the Initial Term.

If fees will be charged during any subsequent or renewal term, SOS shall notify the Entity of the total anticipated fees in January of the fiscal year preceding the fiscal year in which such fees will be due.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 The Entity. The Entity represents and warrants to SOS as follows:

- 5.1.1 The Entity is a unit of state government as defined under ORS 190.003, duly organized and validly existing under the laws of the State of Oregon. The Entity has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- 5.1.2 The making and performance by the Entity of this Agreement: (a) have been duly authorized by all necessary action of the Entity; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the Entity's charter or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the Entity is a party or by which the Entity or any of its properties may be bound or affected.
- 5.1.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Entity of this Agreement.
- 5.1.4 This Agreement has been duly executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

5.2 By SOS. SOS represents and warrants to the Entity as follows:

- 5.2.1 SOS is an agency of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SOS has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- 5.2.2 The making and performance by SOS of this Agreement: (1) has been duly authorized by all necessary action of the State; (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of any other organizational document' and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SOS is a party or by which SOS or any of its properties may be bound or affected.
- 5.2.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SOS of this Agreement.

- 5.2.4 This Agreement has been duly executed and delivered by SOS and constitutes a legal, valid and binding obligation of SOS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

6. DEFAULT

A Party shall be in default under this Agreement if:

- a. The Party fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or
- b. Any representation, warranty or statement made herein by the Party is untrue in any material respect when made and is made in bad faith.

7. TERMINATION

7.1 By Entity. The Entity may terminate this Agreement:

- a. Immediately upon written notice to SOS, or at such later date as the Entity may establish in such notice, if the Entity fails to receive funding, appropriations, limitations or such other expenditure authority at levels sufficient to enable it to meet its contract obligations under this Agreement. In the event the Entity reasonably believes it must terminate this Agreement pursuant to this section, the Entity shall provide notice to SOS as soon as possible of its intent to terminate this Agreement. When possible, the Entity shall provide such notice to SOS 6 months prior to the effective date of the termination;
- b. Immediately upon written notice to SOS if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Entity's performance of its obligations under this Agreement is prohibited;
- c. Upon breach of this Agreement by SOS and failure by SOS to cure the breach within 30 calendar days after written notice from the Entity specifying the breach; or
- d. By Opting Out as provided in Section 2.3.

7.2 By SOS. SOS may terminate this Agreement:

- a. Immediately upon written notice to the Entity or at such later date as SOS may establish in such notice, if SOS fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to continue to provide the Services.
- b. Immediately upon written notice to the Entity, if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that SOS's performance of Consulting Services under this Agreement is prohibited.
- c. Upon breach of this Agreement by the Entity and failure by the Entity to cure the breach within 30 calendar days after written notice from SOS specifying the breach.

7.3 By Either Party. Either Party may terminate this Agreement, for any or no reason, upon six month's written notice to the other Party.

7.4 Remedies. Termination of this Agreement shall not affect any other remedies and rights which a Party may have under this Agreement, in law or in equity.

8. INDEMNITY

The Parties shall (consistent with ORS chapter 180) defend, save, hold harmless, and indemnify one another, including all officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of any negligent acts

or omissions under this Agreement. SOS's liability under this Section is limited to the extent permitted by Article XI, Section 7 of the Oregon Constitution and subject to the terms, conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300). The Entity's liability under this Section is limited to the extent provided by any applicable provisions of the Oregon Constitution and the Oregon Tort Claims Act. The Entity shall carry appropriate insurance to cover the indemnity requirement. Neither the Entity nor any attorney engaged by the Entity or any other entity shall defend the claim, suit or action in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor shall the Entity or any other entity settle any claim, action or suit on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important government principle is at issue and the State of Oregon desires to assume its own defense.

9. OWNERSHIP OF WORK PRODUCT

All Work Product created solely by SOS pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of SOS. All Work Product created solely by the Entity pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of the Entity. All Work Product created jointly by the Entity and SOS pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the joint property of SOS and the Entity, "Work Product" means every invention, discovery, work of authorship including academic programs or course curricula, trade secret or other tangible or intangible item and all intellectual property rights therein that a Party may produce pursuant or in connection with this Agreement. As to Work Product created solely by SOS pursuant to this Agreement, the Parties agree that such original works of authorship are "work made for hire" of which SOS is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Agreement is not "work made for hire," SOS hereby irrevocably retains any and all of its rights, title, and interest in all original Work Product created by SOS, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The Entity forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

10. GENERAL PROVISIONS

10.1 **Notices.** Notices shall be in writing and either delivered personally or sent by registered or certified mail, postage prepaid, by internationally recognized air courier or by facsimile or electronic means which provides for confirmation and acknowledgment of receipt. Notices sent to any Party under this Agreement shall be sent to the Party's Authorized Representative. "Authorized Representative" means (i) with respect to v, the person that is designated in Appendix A; and (ii) with respect to SOS, the Director of the Archives Division of the Office of the Oregon Secretary of State or the person that the Director of the Archives Division designates. Each Party may change its address for receiving notice or its Authorized Representative at any

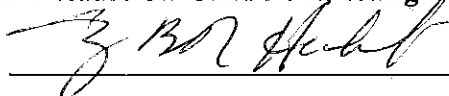
time upon notice given in accordance with this Section. Notices shall be deemed given upon delivery or, in the case of facsimile or electronic transmission, when acknowledgment and confirmation of receipt is received electronically, provided that a printed copy of such acknowledgment and confirmation is forwarded on the date received, by another means provided for in this Section.

- 10.2 Force Majeure. Neither Party shall be liable for a delay or failure to perform due to causes beyond its control including, but not limited to, a labor dispute, strike, lock-out, civil commotion or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials, or through act of God or causes beyond the reasonable control of Parties, provided such cause is not due to the willful act or neglect of SOS or the Entity.
- 10.3 Independent Status. The Entity shall have no right to, and shall not, control the manner or determine the method of accomplishing Consulting Services. Neither SOS nor SOS's staff are employees or agents of the Entity, nor are the Entity or the Entity's staff employees or agents of SOS for any purpose whatsoever. Neither Party nor its staff shall, under any circumstances, have any authority to act for or to bind the other Party, or to sign the name of the other Party, or to otherwise represent that it is in any way responsible for the other Party's acts or omissions.
- 10.4 Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflict of law. Any claim, action, suit or proceeding, (collectively, "Claim") between SOS (or any other agency or department of the State of Oregon) and the Entity that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The Entity, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 10.5 Severability; Waiver. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid. The failure by a Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.
- 10.6 Survival. All rights and obligations shall cease upon termination or expiration of this Agreement except for the rights and obligations set forth in the following sections: Section 4 (Payment); Section 5 (Representations and Warranties); Section 8 (Indemnity); Section 9 (Work Product); Section 10.4 (Governing Law; Venue; Consent to Jurisdiction); Section 10.6 (Survival); Section 10.8 (Records); and Section 10.9 (Entire Agreement; Amendments).
- 10.7 Compliance with Law. Both Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.

- 10.8 Records. Each Party shall maintain financial records relating to this Agreement in accordance with generally accepted accounting principles to clearly document the Party's performance. Additionally, each Party shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Party's performance of its duties under this Agreement. SOS, the Entity, and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of the Parties that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. The Entity and SOS shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- 10.9 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such amendment, waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day, month and year noted below.

THE STATE OF OREGON, acting through its OFFICE OF THE SECRETARY OF STATE

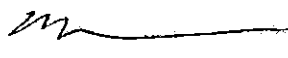
By: 

Title: STATE ARCHIVIST

Date: 10/26/15

Address and Fax for Notices: Oregon Secretary of State
Attn: Linda Lichty
255 Capitol St NE, Suite 180
Salem, OR 97310
Phone # 503-986-2241
Fax #503-378-4991

City of Forest Grove

By: 

Michael "Jesse" VanderZanden
City Manager

Title: _____

September 28, 2015

Date: _____

Address and Fax for Notices **MUST** be filled in:

Contact: Anna D. Ruggles, City Recorder

1924 Council Street

P. O. Box 326

Forest Grove, OR 97116

Address:

503.992.3235

Phone number:

503.992.3207

Fax Number:

Appendix A
City of Forest Grove (Entity)

The Entity will use the ORMS

Annual Payment to SOS for the Initial Term (as that term is defined in Section 2.1): \$0

The Entity Contact Information:

Title	Name	Phone	email
Project Management and Records Contact	Anna Ruggles	503.992.3235	aruggles@forestgrove-or.gov
IT Contact	Mike Nolop	503.992.3278	mnolop@forestgrove-or.gov

Appendix B
Supported Services

Record Classification: SOS shall assist the Entity with classification of all appropriate records as determined jointly by SOS and the Entity

Retention Services: SOS shall specify and recommend record retention schedules and SOS shall assist the Entity with applying the Entity Records Retention Schedule to electronic records in the ORMS.

File Structure: SOS will work with the Entity to develop and implement a file structure that best fits the needs of the Entity and the use of the ORMS. SOS shall assist the Entity to help ensure that file structures are in place to effectively implement the ORMS.

ORMS Preparation: SOS shall ensure the Entity records and structures are in order to effectively begin using the ORMS.

Training Services: SOS shall provide all necessary training to ensure a successful migration to the new records management system.

Final Acceptance: SOS will work with the Entity for final user acceptance which meets success criteria outlined by both parties.

RESOLUTION NO. 2025-56

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON SECRETARY OF STATE AND ARCHIVES DIVISION FOR ELECTRONIC RECORDS MANAGEMENT SERVICES

WHEREAS, OAR Chapter 166 establishes that the City is required to maintain a records management program that ensures the orderly retention and disposition of all public records of value for administrative, legal, and research purposes; and

WHEREAS, the Oregon Secretary of State (SOS) and Archives Division developed services for managing electronic records and established a statewide agreement with a service provider for ongoing records management services; and

WHEREAS, the State's program, the Oregon Records Management Solution (ORMS) is the City's designated electronic records management system; and

WHEREAS, the City Council passed Resolution 2015-71 on September 28th, 2015, authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Oregon SOS for records management consulting services; and

WHEREAS, Oregon Secretary of State has updated its terms and conditions within the ORMS Consulting Services IGA, cancelling the current IGA; and

WHEREAS, it is in the best interest of the City to continue making use of the no-charge consulting services provided through the ORMS consulting services IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council hereby approves and authorizes the City Manager to endorse the Intergovernmental Agreement between the City of Forest Grove and the Oregon Secretary of State for electronic records management services (Exhibit A).

Section 2. Resolution 2025-17 is hereby repealed.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 13th day of October, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 13th day of October, 2025.

Malynda H. Wenzl, Mayor

INTERGOVERNMENTAL AGREEMENT
For
Electronic Records Management Consulting Services between
Oregon Secretary of State and the City of Forest Grove

This Agreement for Electronic Records Management Consulting Services (the “Agreement”) is made and entered into between the State of Oregon, acting by and through its Office of the Secretary of State (“SoS”) and the City of Forest Grove (“Agency”).

RECITALS

1. Under ORS 192.015, the Oregon Legislature designated SoS as the public records administrator of the State of Oregon, with the responsibility "...to obtain and maintain uniformity in the application, operation and interpretation of the public records laws." Further, "[t]he State Archivist may grant to public officials of the state or any political subdivision specific or continuing authorization for the retention or disposition of public records that are in their custody." (ORS 192.105(1).)
2. In order to effectively carry out the above-stated duties and assist state agencies and local governments in the shared responsibility of public records retention and disposal, SoS has determined that the effective management of public records must address information that is primarily contained in or derived from electronic formats. To support the parties' activities under ORS 192.001 to 192.105 with regard to records in electronic formats, the State Archivist is conducting an Electronic Records Management System ("ERMS") services program. The Consulting Services offered under this Agreement are part of that program.
3. The State Archivist has developed services for managing electronic records (including e-mail) that include a uniform, non-technical records classification specification (file structure and records classification). SoS has established a statewide price agreement with a third-party service provider for ongoing ERMS services, including provision of a central repository to house electronic records that allows for the consistent and proper management, access and final disposition, of electronic records. These additional services are available to state agencies and local governments through a separate contract between each participating entity and that third party service provider, the Oregon Records Management Solution (ORMS) Provider.
4. For those agencies and local government bodies that implement ORMS under the statewide price agreement, it is the goal of the State Archivist, through this Agreement, to provide archival consulting and implementation services to participating state agencies and local government entities that incorporate improved and consistent record management practices and comply with the Secretary of State's public records administration requirements.
5. Agency has entered into a contract with the ORMS Provider under the statewide price agreement in accordance with the cooperative purchasing provisions of Oregon law, and wishes to receive the Consulting Services offered under this Agreement, to support its record management practices and meeting its recordkeeping obligations under Oregon law.

AGREEMENT

SECTION 1. TERM

- 1.1 This Agreement is effective on the date it has been fully executed by each party and approved as required by applicable law. This Agreement terminates when terminated by either party in accordance with Section 7.

SECTION 2. AUTHORITY; SERVICES; OBLIGATIONS.

2.1 Authority

This agreement is subject to Chapter 190 of the Oregon Revised Statutes. This Agreement does not constitute an authorization by a public body under ORS 190.010 for a party to perform one or more inherent governmental responsibilities for the other.

2.2 SoS Services

2.2.1 SoS will make consulting services (“Consulting Services”) available to Agency as set forth in this Agreement, including its Appendix A. Consulting Services are subject to Agency’s timely response to SoS requests for critical information necessary to resolve issues.

2.2.2 As used in this Agreement “ORMS Services” means the Oregon Records Management Solution that incorporates content manager software and is accessible to Agency under a contract between Agency and the third-party provider (“ORMS Provider”) under the statewide price agreement held by SoS.

2.2.3 SoS will work with the individuals identified in Section 9 to provide the Consulting Services.

2.2.4 SoS will make the following services available to Agency, including as described in Appendix A:

2.2.4.1 Record Classification and Retention Consulting;

2.2.4.2 File Structure Consulting;

2.2.4.3 Preparation for use of the ORMS; and

2.2.4.4 Training for Agency personnel related to records management.

2.2.5 In providing Consulting Services, SoS will:

2.2.5.1 Provide staff trained to deliver the Consulting Services;

2.2.5.2 Use reasonable efforts to maintain agreed upon levels of service quality, responsiveness, and dependability; and

2.2.5.3 Make revisions to the SoS internal incident-resolution escalation process to the extent SoS determines such revisions are necessary.

2.3.1 Agency Obligations. Agency shall:

2.3.1.1 Enter into and maintain a contract with the ORMS Provider under the statewide price agreement in accordance with laws and rules applicable to its contracting processes.

2.3.1.2 Incorporate, with SoS assistance, the record structure work provided by SoS that is required for use of the ORMS.

2.3.1.3 Identify an Authorized Representative in Section 9 and notify SoS immediately of any change in authority.

2.3.1.4 Designate an Agency employee to participate as necessary as a representative on a change advisory board made up of SoS personnel and representatives from the participating city, county and state entities. The change advisory board is responsible for reviewing requested enhancements to ORMS and making recommendations for implementation of such enhancements to the ORMS Provider.

2.3.1.5 Respond in a timely manner to SoS requests for critical information necessary to resolve issues with the ORMS.

2.4 Nothing in this Agreement may be construed to require SoS to perform any record management activities that Agency is required to perform pursuant to state or federal law.

SECTION 3. TREATMENT OF DATA

- 3.1 Each party is responsible for its compliance with applicable state laws governing the use and disclosure of public records, such as responding to any public records request it receives.

SECTION 4. PAYMENT

- 4.1 SoS will not charge Agency for the Consulting Services described in this Agreement. To that end, SOS's performance of its duties under this Agreement is conditioned upon it receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to deliver any specific quantity or type of Consulting Services.
- 4.2 If Agency requires a background check be completed on SOS staff prior to receipt of Consulting Services, such as Criminal Justice Information Services (CJIS) or Law Enforcement Data System (LEDS), etc., Agency is responsible for all associated fees.
- 4.4 Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of a party.

SECTION 5. REPRESENTATIONS AND WARRANTIES

- 5.1 Agency represents and warrants to SoS that:

- 5.1.1 Agency is duly organized and validly existing under the laws of the State of Oregon. Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- 5.1.2 The making and performance by Agency of this Agreement: (a) have been duly authorized by all necessary action of Agency; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Agency's charter or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is a party or by which Agency or any of its properties may be bound or affected.
- 5.1.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement.

- 5.2 SoS represents and warrants to Agency that:

- 5.2.1 SoS is an agency of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SoS has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- 5.2.2 The making and performance by SoS of this Agreement: (1) has been duly authorized by all necessary action of the State; (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of any other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SoS is a party or by which SoS or any of its properties may be bound or affected.
- 5.2.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SoS of this Agreement.

- 5.3 SOS MAKES NO REPRESENTATIONS OR WARRANTIES TO AGENCY AS TO THE SYSTEM PROVIDED BY THE ORMS PROVIDER.

SECTION 6. DEFAULT

6.1 A party will be in default under this Agreement if:

- 6.1.2 It fails to perform, observe or discharge any of its covenants, agreements or obligations set forth in this Agreement; or
- 6.1.3 Any representation, warranty or statement made in this Agreement by the party is untrue in any material respect when made and is made in bad faith.

SECTION 7. TERMINATION; REMEDIES.

7.1 Agency may terminate this Agreement:

- 7.1.1 Immediately upon written notice to SoS, or at such later date as Agency may establish in such notice, if Agency fails to receive funding, appropriations, limitations or such other expenditure authority at levels sufficient to enable it to meet its obligations under this Agreement. In the event Agency reasonably believes it must terminate this Agreement pursuant to this section, Agency shall provide notice to SoS as soon as possible of its intent to terminate this Agreement. When possible, Agency shall provide such notice to SoS 6 months prior to the effective date of the termination.
- 7.2 Immediately upon written notice to SoS if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that Agency's performance of its obligations under this Agreement is prohibited.
- 7.3 Immediately upon written notice to Agency if its contract with the ORMS Provider under the statewide master agreement is terminated, including by expiration.
- 7.4 Upon breach of this Agreement by SoS and failure by SoS to cure the breach within 30 calendar days after written notice from Agency specifying the breach; or

7.2 If Agency chooses to terminate, then:

- 7.2.1 SoS will have no obligation after this Agreement's termination to develop or maintain Agency's interface to the system employed under ORMS that allows Agency to use another application to manage records within Agency's own systems, however, SoS shall reasonably cooperate with and assist Agency in developing such interfaces.
- 7.2.2 SoS shall allow Agency to export records, and for a period not to exceed 90 Calendar Days following termination, shall reasonably cooperate and assist Agency in completing such export; however SoS has no obligation to provide Agency with any data that resides in the system employed under ORMS in any particular format.
- 7.2.3 Agency shall continue to maintain records in accordance with Oregon record retention laws.

7.3 SoS may terminate this Agreement:

- 7.3.1 Immediately upon written notice to Agency, or at such later date as SoS may establish in such notice, if SoS fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to continue to provide the Consulting Services.
- 7.3.2 Immediately upon written notice to Agency, if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that SoS's performance of Consulting Services under this Agreement is prohibited.
- 7.3.3 Upon breach of this Agreement by Agency and failure by Agency to cure the breach within 30 calendar days after written notice from SoS specifying the breach.
- 7.3.4 Immediately on written notice if its contract with the ORMS Provider or the statewide master agreement is terminated, including by expiration

7.4 This Agreement may be terminated upon written agreement of the parties.

7.5 Either party may terminate this Agreement, for any or no reason, upon at least six month's advance

written notice to the other party.

7.6 Remedies. Termination of this Agreement will not affect any other remedies and rights which a party may have under this Agreement, or in law or in equity.

SECTION 8. OWNERSHIP OF WORK PRODUCT

- 8.1 Nothing in this Agreement modifies or is intended to modify either party's contract(s) with the ORMS Provider.
- 8.2 "Work Product" means everything that is made, conceived, discovered, or reduced to practice by a party pursuant to or in connection with this Agreement, generated by a human, non-human, or some combination thereof. Work Product includes every invention, modification, discovery, design, development, customization, configuration, improvement, software program, application program interface, work of authorship, documentation, formula, macro, script, datum, technique, methodology, process, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).
- 8.3 Each party retains ownership of its Intellectual Property that it provides to the other pursuant to this Agreement, including in derivative works of and compilations.
- 8.4 All Work Product created solely by SoS pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of SoS.
- 8.5 All Work Product created solely by Agency pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of Agency.
- 8.6 All Work Product created jointly by Agency and SoS pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the joint property of SoS and Agency,
- 8.7 Work Product created solely by SoS pursuant to this Agreement, is "work made for hire" of which SoS is the author within the meaning of the United States Copyright Act. SoS irrevocably retains any and all of its rights, title, and interest in all original Work Product created by SoS, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Agency hereby assigns and forever waives any and all rights relating to Work Product created solely by SoS pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

SECTION 9. NOTICES; AUTHORIZED REPRESENTATIVES.

- 9.1 Notices must be in writing and delivered by personal delivery, email or sent by registered or certified mail, postage prepaid, by internationally recognized air courier or electronic means which provides for confirmation and acknowledgment of receipt. Notices sent to a party under this Agreement must be sent to its Authorized Representative, with a copy to purchasing.sos@sos.oregon.gov.
- 9.2 "Authorized Representative" means (i) with respect to Agency, a person authorized to act on behalf of Agency, and is designated in this Section 9 and (ii) with respect to SoS, the Director of the Archives Division of the Office of the Oregon Secretary of State or the person that the Director of the Archives Division designates and is identified in this Section 9. Each party may change its address for receiving notice or its Authorized Representative at any time upon notice given in accordance with this section. Notices will be deemed given upon delivery or, in the case of facsimile or electronic transmission, when acknowledgment and confirmation of receipt is received electronically, provided that a printed copy of such acknowledgment and confirmation is forwarded on the date received, by another means provided for in this section.

Notices for Agency	Notices for SoS
Authorized Representative	Authorized Representative
Jesse VanderZanden, City Manager	Stephanie Clark, State Archivist
City of Forest Grove 1924 Council Street Forest Grove, OR 97116	Oregon Secretary of State 255 Capital Street NE Ste 126 Salem, OR 97301
Phone: 503-992-3200 Email: jvanderzanden@forestgrove-or.gov	Phone: (503) 378-8161 Email: stephanie.clark@sos.oregon.gov
Contact Information: Mariah Woods, City Recorder	Contact Information: Matthew Brown, ORMS Program Administrator
City of Forest Grove 1924 Council Street Forest Grove, OR 97116	Oregon Secretary of State 255 Capital Street NE Ste 126 Salem, OR 97301
Phone: 503-992-3235 Email: mwoods@forestgrove-or.gov	Phone: (971) 900-9954 Email: matthew.g.brown@sos.oregon.gov
	Procurement Contact Information: Purchasing.sos@sos.oregon.gov

SECTION 10. FORCE MAJEURE.

10.1 NEITHER PARTY WILL BE LIABLE FOR A DELAY OR FAILURE TO PERFORM DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, A LABOR DISPUTE, STRIKE, LOCK-OUT, CIVIL COMMOTION OR LIKE OPERATION, INVASION, REBELLION, HOSTILITIES, MILITARY OR USURPED POWER, SABOTAGE, GOVERNMENTAL REGULATIONS OR CONTROLS, INABILITY TO OBTAIN LABOR, SERVICES OR MATERIALS, OR THROUGH ACT OF GOD, PROVIDED SUCH CAUSE IS NOT DUE TO THE WILLFUL ACT OR NEGLIGENCE OF THE PARTY CLAIMING FORCE MAJEURE.

SECTION 11. INDEPENDENT STATUS.

11.1 Agency has no right to, and shall not, control the manner or determine the method of providing the Consulting Services. Neither SoS nor SoS's staff are employees or agents of Agency, nor are Agency or Agency's staff employees or agents of SoS for any purpose whatsoever. Neither party nor its staff have, under any circumstances, any authority to act for or to bind the other, or to sign the name of the other, or to otherwise represent that it is in any way responsible for the other party's acts or omissions.

SECTION 12. INTENDED BENEFICIARIES.

12.1 SoS and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 13. SURVIVAL.

- 13.1 All rights and obligations of the parties cease upon termination or expiration of this Agreement, except for the rights and obligations which by their nature do not expire, including the following sections: Section 4 (Fees); Section 5 (Representations and Warranties); Section 8 (Work Product); Section 9.4 (Survival); Section 9.6 (Records); and Section 9.7 (Entire Agreement; Amendments).

SECTION 14. Compliance with Law.

- 14.1 Each part is responsible for its compliance with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.

SECTION 15. COSTS.

- 15.1 Each party will bear its own costs related to the acquisition of all equipment, software, data lines or connections necessary for the Consulting Services and the ORMS Provider contract, unless otherwise agreed to in writing between the parties. This Section 15, in addition to the limited warranties above, is a fundamental element of the basis of the agreement between the parties. Such limitations are factored into SoS's provision of the Consulting Services.

SECTION 16. RECORDS.

- 16.1 Each party shall maintain records relating to this Agreement in accordance with generally accepted accounting principles to clearly document its performance. Additionally, each party shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the party's performance of its duties under this Agreement. Each party, and the federal government and their duly authorized representatives, have the right to access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of the other that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Agency and SoS shall each retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following any final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 17. AGREEMENT DOCUMENTS.

- 17.1 This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits and attachments, and Appendix A, Consulting Services Descriptions. No term stated on any schedule, exhibit, attachment, or other document incorporated into the Agreement will take precedence over a conflicting term in the Agreement unless the term references the conflicting term in the Agreement and clearly recites the parties' intent that it take precedence. No term of the statewide price agreement or any contract between a party and the ORMS Provider may modify or amend any provision of this Agreement.

SECTION 18. ENTIRE AGREEMENT; AMENDMENTS.

- 18.1 This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, waiver, consent, modification or change of terms of this Agreement binds either party unless in writing and signed by both parties. Such amendment, waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 19. DISPUTE RESOLUTION; INDEMNIFICATION; CONTRIBUTION.

- 19.1 **Informal.** The parties will attempt to resolve any dispute between them through informal discussions.

- 19.2 **Interagency Agreement.** If Agency is an executive department agency of the State of Oregon, as defined in ORS 174.112, SOS and Agency are each insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each party accepts such coverage as adequate insurance of the other party with respect to personal injury and property damage.
- 19.2.1 Any tort liability claim, suit, or loss resulting from or arising under this Agreement will be allocated, as between the parties, in accordance with law by the Oregon Department of Administrative Services for purposes of the parties' respective loss experience and subsequent allocation of self-insurance assessments under ORS 278.435. Each party shall notify DAS Risk Management and the other party in the event it receives notice of knowledge of any claim arising out of this Agreement.
- 19.2.2 The parties are each responsible exclusively with respect to their own employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and PERS contributions.
- 19.3 **Contribution- Intergovernmental Agreement.** If Agency is an Oregon unit of local government (i.e. city, county, or local service district) as defined in ORS 174.116(1), or Oregon Health and Science University (created as a public corporation under ORS 353.020):
- 19.3.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a party (the "Notified Party") with respect to which the other party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Agreement with respect to the Third Party Claim.
- 19.3.2 With respect to a Third Party Claim for which SoS is jointly liable with Agency (or would be if joined in the Third Party Claim), SoS shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of SoS and Agency in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of SoS and Agency will be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. SoS's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State of Oregon had sole liability in the proceeding.
- 19.3.3 With respect to a Third Party Claim for which Agency is jointly liable with SoS (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by SoS in such proportion as is appropriate to reflect the relative fault of Agency and SoS in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency and SoS will be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole

liability in the proceeding.

SECTION 20. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.

20.1 This Agreement is governed by and must be construed in accordance with the internal laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any agency or department of the State of Oregon) and Agency that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, that if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. In no event may this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. AGENCY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT(S).

SECTION 21. COUNTERPARTS; ELECTRONIC SIGNATURES.

21.1 This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement between the parties, notwithstanding that the parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original. Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and any amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing party and are intended to be and can be relied upon by the parties. SoS reserves the right at any time to require the submission of the hard copy originals of any documents.

Signatures. The parties have duly executed this Agreement as of the last day, month and year noted below.

THE STATE OF OREGON, acting through its OFFICE OF THE SECRETARY OF STATE

Authorized Signature: _____
Division Director or designee Date

Authorized Signature: _____
Chief Procurement Officer Date

Reviewed by: _____
Contract Administrator Date

THE CITY OF FOREST GROVE, acting through the City Council:

Authorized Signature: _____
Michael "Jesse" VanderZanden Date

Title: CITY MANAGER

Appendix A

Consulting Services Descriptions

SoS will provide consulting services during State of Oregon business hours in accordance with this Agreement and an agreed-upon schedule. Agency remains responsible for fulfilling its obligations under its contract with the ORMS Provider.

1. **Record Classification:** SoS will provide feedback and advice to Agency on its classification of all appropriate records as determined jointly by SoS and Agency.
2. **Retention Services:** SoS will identify and/or recommend applicable record retention schedules. Following Agency agreement, SoS will provide guidance on applying Agency's Records Retention Schedule to electronic records in ORMS.
3. **File Structure:** SoS will work with Agency to develop and implement a file structure that best fits the needs of Agency and the use of the ORMS. SoS will provide input on file structures to support Agency's implementation of file structures that allow Agency to effectively implement ORMS.
4. **ORMS Preparation:** SoS will review and provide feedback to Agency on Agency's records and structures, to support Agency's ability to effectively begin using ORMS.
5. **Training Services:** SoS will collaborate with the ORMS Provider to provide training to support Agency's successful migration to the ORMS.
6. **Final Acceptance:** SoS will support Agency's articulation of success criteria for final user acceptance of Agency's ORMS services under Agency's contract with the ORMS Provider.

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: October 13, 2025

PROJECT TEAM: Bryan Pohl, Community Development Director
Miles Glowacki, Economic Development Coordinator

SUBJECT TITLE: RESOLUTION 2025-57 ESTABLISHING TOURISM PROGRAM FUNDING
AND REPEALING RESOLUTION 2023-52

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

2040 VISION PLAN

2040 Outcome: Foster a community and sense of place.

2040 Action Items:

- 1.11 Encourage and attract more events downtown to promote foot traffic
- 1.12 Install decorative lighting downtown
- 1.13 Increase wayfinding signage for downtown parking
- 1.14 Update the Tourism Strategic Plan
- 1.15 Develop a mural corridor/public art and cultural districts/celebrations
- 1.17 Pursue grants to support tourism, placemaking, identity, and planning
- 4.2 Explore opportunities to create a central community gathering space
- 4.5 Develop a festival street/pedestrian mall in downtown Forest Grove
- 4.9 Employ Pacific University work study students for community service needs

BACKGROUND

A local Transient Lodging Tax (TLT) is a tax imposed by a local government on the sale, service, or furnishing of transient lodging, or what is commonly known as hotel, motel, and short-term rentals. Oregon Revised Statute (ORS) 320.350 provides that a City Council may impose a local TLT. Under state law and county ordinance, a city may keep 100% of a locally levied TLT. State law requires that at least 70% of net TLT revenue be used for tourism promotion or tourism-related facilities. On November 27, 2017, the City Council approved Ordinance 2017-13 establishing a 2.5% TLT rate, with collections beginning in 2018.

Resolution No. 2023-52, passed November 13, 2023, established three tourism programs: 1) Tourism Capital Grant Program and Installation Art Program, 2) Tourism Event Sponsorship Program, and 3)

Tourism Marketing Program. The Resolution also set funding levels for each program as a percentage of the overall TLT receipts.

On January 27, 2025, the City Council held a work session and reached a consensus to raise the TLT from 2.5% to 3.5%.

On September 8, 2025, the City Council held a work session and reached consensus to 1) increase the TLT rate from 2.5% to 3.5%; 2) to dedicate TLT revenues to 2040 Action Items and retain the existing programs; and 3) to hold another work session once sufficient revenues resulting from the increase (likely 6-9 months) have been collected to clarify how these revenues will be spent to address the 2040 Action Items noted above.

To implement Ordinance 2025-03, which raises the TLT from 2.5% to 3.5% and utilizes the additional TLT revenues for the 2040 Action Items, a change in the TLT funding formula is required by resolution.

PROPOSED CHANGES

Resolution 2025-57 shifts the City's TLT program funding from a percentage-based model to a budgeted line-item model. The resolution maintains funding levels through the fiscal year and establishes a new budget line item for 2040 Vision Action Items.

Currently, the tourism programs are funded at the following rates.

- 1) Tourism Capital Grant and Installation Art Program – 20% of TLT revenues (\$20,000)
 - a. Installation Art Program – 10% of TLT revenues (\$10,000)
 - b. Capital Grants – 10% of TLT revenues (\$10,000)
- 2) Tourism Event Sponsorship Program – 40% of TLT revenues (\$40,000)
- 3) Tourism Marketing – 40% of TLT revenues (\$40,000)

Staff proposes creating a new program and budgeted line item, 2040 Action Items:

- 1) Tourism Capital Grant and Installation Art Program
- 2) Tourism Event Sponsorship Program
- 3) Tourism Marketing
- 4) 2040 Action Items

During the budgeting process, staff will submit a biennial budget request for each line item.

Staff's proposal maintains the current levels of funding for the Tourism Capital Grant and Installation Art Program, the Tourism Event Sponsorship Program, and the Tourism Marketing Program through the end of the fiscal year.

FISCAL IMPACT

Total TLT revenue is approximately \$150,000 per year.

RECOMMENDATION

Staff recommends the City Council approve Resolution 2025-57.

ATTACHMENT/S:

- Resolution 2025-57

RESOLUTION NO. 2025-57

**RESOLUTION ESTABLISHING TOURISM PROGRAM FUNDING
AND REPEALING RESOLUTION 2023-52**

WHEREAS the promotion of tourism is a vital component of our local economy and can stimulate economic growth and job creation; and

WHEREAS, the city has established the following programs for tourism promotion: 1) Tourism Event Sponsorship Program, 2) Tourism Capital Grant and Installation Art Program, 3) Tourism Marketing Program; and

WHEREAS, these programs aim to support projects that encourage visitors to stay overnight in Forest Grove, enhance the visitor experience, stimulate economic activity, and showcase our communities' unique assets; and

WHEREAS, the City has ordained that the Transient Lodging Tax (TLT) shall increase on January 1, 2026, to 3.5% on hotel stays in Forst Grove; and

WHEREAS, the Council desires that the increase in the TLT revenues be directed toward the 2040 Vision Action Items and the established Tourism Programs.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORST GROVE AS
FOLLOWS:**

Section 1. The City's Transient Lodging tax shall be used for funding the following: 1) Tourism Capital Grant and Installation Art Program, 2) Tourism Event Sponsorship Program, 3) Tourism Marketing Program, and 4) 2040 Vision Action Items.

Section 2. The funding allocations for each item shall be determined through the City's biennial budgeting process. Receipts over the budgeted expenditures shall be dedicated to the 2040 Vision Action Items' fund.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 13th day of October 2025.

Mariah Woods, City Recorder

APPROVED by the Mayor this 13th day of October 2025.

Malynda H. Wenzl, Mayor

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jess VanderZanden, City Manager

MEETING DATE: October 13, 2025

PROJECT TEAM: Sally Cicerchi, Assistant Finance Director

SUBJECT TITLE: Resolution Transferring Appropriations

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

2040 VISION PLAN

Not applicable.

BACKGROUND

The adopted budget for any given fiscal year is based upon best estimates at the time the budget is adopted. During the fiscal year, unanticipated events occur, and actual expenditures become known. As a result, it is standard procedure to review expenditures throughout the budget and to modify appropriations, which are legal expenditure limits, for expenditures which may exceed the appropriated levels at the end of the fiscal year. ORS Chapter 294 permits governing bodies to transfer appropriations within a fund by resolution so the budgeted appropriations are not exceeded. Resolution 2025-59 appropriates funds for miscellaneous projects in Public Works that need to be added to this fiscal year's budget. These appropriations were planned during the budget process but were inadvertently omitted during the actual promulgation of the budget.

To correct this omission, staff has prepared Resolution 2025-59 for Council consideration authorizing appropriations for miscellaneous projects Public Works for FY 2025-26. The specific reason for the proposed appropriations is discussed below and the numbers correspond to the numbers in the proposed resolution:

1. Street Fund appropriations would increase by \$36,250. There are four purchases that are needed this fiscal year: 1) a line laser striping for striping roads and parking lots to replace the existing one, 2) a radar speed trailer to replace the existing trailer, 3) two additional portable speed signs for a total of four portable speed signs to address traffic complaints; and 4) replacement of all radio repeaters that are past their design life (this is split among various funds as noted below).
2. Sewer Fund appropriations would increase by \$3,750. This pays for a portion of replacing the radio repeaters noted above.

3. Water Fund appropriations would increase by \$3,750. This pays for a portion of replacing the radio repeaters noted above.
4. Water SDC Fund appropriations would increase by \$70,000. This appropriation would pay for the waterline replacement at Yew Court. The current waterline is 400' of 3-inch PVC, frequently leaks, and cannot support a fire hydrant. This project would replace the line with 6' pipe and allow for a fire hydrant. The project is timed to occur commensurate with repaving of Yew court next summer. Due to the larger line, SDC funds are eligible for this project.
5. Surface Water Management (SWM) Fund would increase by \$3,750. This pays for a portion of replacing the radio repeaters noted above.
6. A transfer from the SWM Fund to the Equipment Fund (EQ) of \$38,000. This appropriation would reimburse the EQ Fund with the anticipated surplus value of the street sweeper and therefore allow for the retention of the street sweeper. This will enable Public Works to have two street sweepers in the event one breaks down which is a very common occurrence. This will also enable a more consistent street sweeping schedule. The SWM Fund appropriations expense is increased by \$38,000 and the EQ Fund revenue is increased by \$38,000.
7. Transfer from the Street, Sewer, Water and SWM Funds to the EQ Fund for a total of \$80,000 to purchase a swaploader. The swaploader will combine the functions of two trucks into one truck. The previous two trucks are scheduled for replacement at an estimated cost of \$380,000. The swaploader's estimated cost is \$350,000. Approximately \$270,000 has been accrued for the replacements that can go toward the swaploader, leaving an estimated \$80,000 to fund the swaploader. The funds are proposed to come from the Street Fund, Sewer Fund, Water Fund, and SWM at \$20,000 each for a total of \$80,000. The EQ Fund Revenue would increase \$80,000 and the Equipment Fund appropriations would be increased by \$80,000 to purchase the equipment.

FISCAL IMPACT

Please see above.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution.

ATTACHMENTS:

- Resolution 2025-58

RESOLUTION NO. 2025-58

RESOLUTION TRANSFERRING APPROPRIATIONS WITHIN VARIOUS FUNDS FOR PUBLIC WORKS FOR FISCAL YEAR 2025-26

WHEREAS, the City Council has determined it is necessary to increase the appropriations for various Public Works funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The following appropriations transfers for FY 2025-26 will be made:

1. Transfer \$36,250 from Street Fund Contingency (2105200 8300) to: 1) \$32,500 Street Fund Small Equipment (2105210 6050); and 2) \$3,750 to Street Fund Equipment Maintenance & Operating Supplies (2105210 6335). Total Street Fund Appropriations remain unchanged at \$8,143,728.
2. Transfer \$3,750 from Sewer Fund Contingency (6205400 8300) to \$3,750 Sewer Fund Equipment Maintenance & Operating Supplies (6205410 6335). Total Sewer Fund Appropriations remain unchanged at \$5,271,404.
3. Transfer \$3,750 from Water Fund Contingency (6305300 8300) to \$3,750 to Water Fund Equipment Maintenance & Operating Supplies (6305310 6335). Total Water Fund Appropriations remain unchanged at \$24,278,006.
4. Transfer \$70,000 from Water SDC Fund Contingency (6325300 8300) to \$70,000 to Water SDC Fund Construction Projects (6325310 7120). Total Water SDC Fund Appropriations remain unchanged at \$6,027,118.
5. Transfer \$3,750 from SWM Fund Contingency (6405500 8300) to \$3,750 to SWM Fund Equipment Maintenance & Operating Supplies (6405510 6335). Total SWM Fund Appropriations remain unchanged at \$4,282,363.
6. Transfer from the SWM Fund to the Equipment Fund, 1) Equipment Fund Public Works Vehicle & Equipment Replacement Revenue (7205600 4464) is increased by \$38,000 and Equipment Fund Contingency (7205600 8300) is increased by \$38,000; 2) SWM Fund Equipment Fund Charges Expenditure (6405510 6360) is increased by \$38,000 and the SWM Fund Contingency (6405200 8300) is decreased by \$38,000. Total Equipment Fund Appropriations increase to \$4,995,040 and Total SWM Fund Appropriations remain unchanged at \$4,282,363.
7. Transfer from the Street, Sewer, Water and SWM Funds to the Equipment Fund:
A) Equipment Fund Public Works Vehicle & Equipment Replacement Revenue (7205600 4464) is increased by \$80,000 and Equipment Fund Public Works Vehicle & Equipment Replacement (7205610 7190) is increased by \$80,000. Total Final Equipment Fund Appropriations are increased to \$5,075,040.

B) SWM Fund Equipment Fund Charges Expenditure (6405510 6360) is increased by \$20,000 and the SWM Fund Contingency (6405200 8300) is decreased by \$20,000. Total SWM Fund Appropriations remain unchanged at \$4,282,363.

C) Street Fund Charges Expenditures (2105210 6360) is increased by \$20,000 and the Street Fund Contingency (2105200 8300) is decreased by \$20,000. Total Street Fund Appropriations remain unchanged at \$8,143,728.

D) Sewer Fund Charges Expenditures (6205410 6360) is increased by \$20,000 and the Sewer Fund Contingency (6205400 8300) is decreased by \$20,000. Total Sewer Fund Appropriations remain unchanged at \$5,271,404.

E) Water Fund Charges Expenditures (6305310 6360) is increased by \$20,000 and the Water Fund Contingency (6305300 8300) is decreased by \$20,000. Total Water Fund Appropriations remain unchanged at \$24,278,006.

Section 2. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 13th day of October, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 13th day of October, 2025.

Malynda H. Wenzl, Mayor

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: October 13, 2025

PROJECT TEAM: Keith Hormann, Light & Power Director

SUBJECT TITLE: Resolution 2025-59

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

BACKGROUND

Forest Grove Light and Power is a preference customer of the Bonneville Power Administration. As a preference customer, the City of Forest Grove purchases most of its power from the Bonneville Power Administration (BPA) under its existing 20-year Wholesale Power Sales Agreement, which expires on September 30, 2028. For continued access to the low-cost BPA power system, BPA is offering a 16-year Wholesale Power Sales Agreement to the City of Forest Grove. This agreement begins on October 1, 2028, and expires on September 30, 2044. BPA is offering the same template agreement to all of its preference customers. BPA has requested that all customers sign agreements no later than December 5, 2025, or the agreement offer will become null and void.

FISCAL IMPACT

This agreement will provide continued access to the Bonneville Power Administration's low-cost power system.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution.

ATTACHMENT/S:

- Resolution 2025-59
- BPA Contract Offer Letter
- Exhibit A: Power Sales Agreement, Contract No. 26PS-25035

RESOLUTION NO. 2025-59

RESOLUTION APPROVING THE 16-YEAR WHOLESALE POWER SALES AGREEMENT (AGREEMENT) BETWEEN THE CITY OF FOREST GROVE AND BONNEVILLE POWER ADMINISTRATION FOR THE POWER DELIVERY PERIOD OF OCTOBER 1, 2028, THROUGH SEPTEMBER 30, 2044, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City of Forest Grove (City) owns and operates an electric utility which must purchase wholesale power in order to provide service to customers within the City and some surrounding areas; and

WHEREAS, the City obtains the majority of its wholesale electric power from the Bonneville Power Administration (BPA) as a preference customer and the current contract under which the City purchases power from BPA will expire in 2028; and

WHEREAS, it is necessary for the City to enter into a new contract with BPA to continue providing low cost electric service; and

WHEREAS, The City Council finds the Bonneville Power Administration 16-year Power Sales Agreement, Contract No. 26PS-25035, to be appropriate for obtaining wholesale power for the City's electric utility operations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council of the City of Forest Grove hereby approves the 16-Year Power Sales Agreement, Contract No. 26PS-25035, between the City of Forest Grove and Bonneville Power Administration, effective October 1, 2028 through September 30, 2044 (Exhibit A).

Section 2. The City Manager is hereby authorized to execute the agreement on behalf of the City of Forest Grove.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 13th day of October, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 13th day of October, 2025.

Malynda H. Wenzl, Mayor



Department of Energy

Bonneville Power Administration
PO Box 3621
Portland, Oregon 97208-3621

POWER SERVICES

September 24, 2025

In reply refer to: PSW-6

Mr. Keith Hormann
Director
City of Forest Grove
PO Box 326
Forest Grove, OR 97116

RE: Provider of Choice Contract Offer

Dear Mr. Hormann:

Attached for your consideration is an original electronic copy of the City of Forest Grove's Power Sales Agreement, Contract No. 26PS-25035 (Agreement), between the Bonneville Power Administration (BPA) and the City of Forest Grove (Forest Grove). This new Agreement provides for the purchase of the Load Following product for the power delivery period of October 1, 2028 through September 30, 2044.

If you find the Agreement acceptable, please electronically sign and date the Agreement and return it to me by e-mail no later than 4:30 p.m. PST, December 5, 2025. Upon receipt, I will sign the Agreement and provide you with a fully executed electronic copy of the Agreement for your records. Please contact me if you need an arrangement different than an electronic offer and execution.

If BPA does not receive Forest Grove's signed Agreement by the deadline above, BPA's offer will become null and void.

If you have any questions please contact me at (503) 230-5338.

Sincerely,

A handwritten signature in blue ink that reads "Lindsay Bleifuss".

Lindsay Bleifuss
Account Executive

Attachment

cc: Eddie Littlefield, Power Services Manager

bcc:

M. Lopez – MSBV-TPP-1/ Vancouver

J. Mulvey – PSS-6/ Portland

L. Oberhausen – PSS-6/ Portland

R. Miller – PSS-6/ Portland

S. Nitkowski – PSS-6/ Portland

CCM_Support – MSC-4 (Forest Grove, 26PS-25035)

(W:\CONTRACTS\POC\Forest Grove 25035\POC Contract\FG_25035_POC Contract Offer Letter_20250924.docx)

POWER SALES AGREEMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
and
CITY OF FOREST GROVE

Table of Contents

1.	TERM	2
2.	DEFINITIONS	3
3.	LOAD FOLLOWING POWER PURCHASE OBLIGATION.....	12
4.	THIS SECTION INTENTIONALLY LEFT BLANK.....	23
5.	THIS SECTION INTENTIONALLY LEFT BLANK.....	23
6.	PUBLIC RATE DESIGN METHODOLOGY	23
7.	CONTRACT HIGH WATER MARKS.....	24
8.	APPLICABLE RATES.....	24
9.	ELECTIONS TO PURCHASE POWER PRICED AT TIER 2 RATES.....	25
10.	TIER 2 REMARKETING AND RESOURCE REMOVAL.....	25
11.	RIGHT TO CHANGE PURCHASE OBLIGATION	28
12.	BILLING CREDITS AND RESIDENTIAL EXCHANGE.....	32
13.	SCHEDULING.....	32
14.	DELIVERY.....	33
15.	METERING	35
16.	BILLING AND PAYMENT.....	38
17.	INFORMATION EXCHANGE AND CONFIDENTIALITY.....	39
18.	UNCONTROLLABLE FORCES.....	43
19.	GOVERNING LAW AND DISPUTE RESOLUTION	44
20.	STATUTORY PROVISIONS	46
21.	STANDARD PROVISIONS	57
23.	FUTURE AMENDMENT FOR DAY-AHEAD MARKET IMPLEMENTATION	60
24.	TERMINATION.....	61
25.	SIGNATURES.....	61

Exhibit A Net Requirements and Resources

Exhibit B Contract High Water Marks

Exhibit C Purchase Obligations

Exhibit D Additional Products and Special Provisions

Exhibit E Metering

Exhibit F Scheduling

Exhibit G This Exhibit Intentionally Left Blank

Exhibit H Renewable Energy Certificates and Environmental Attributes

This POWER SALES AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and the CITY OF FOREST GROVE (Forest Grove), hereinafter individually referred to as “Party” and collectively referred to as the “Parties”. Forest Grove is a municipal corporation, organized and authorized under the laws of the State of Oregon, to purchase and distribute electric power to serve retail consumers from its distribution system within its service area.

RECITALS

Forest Grove’s power sales agreement Contract No. 09PB-13046 continues through September 30, 2028, and power sales under this Agreement begin on October 1, 2028. All obligations and liabilities accrued under Contract No. 09PB-13046 are preserved until satisfied.

BPA is a functionally separated organization with distinct administrative and decision-making activities for BPA’s power and transmission functions. References in this Agreement to Power Services or Transmission Services are solely for the purpose of clarifying which BPA function is responsible for such administrative and decision-making activities.

BPA is authorized to market electric power to qualified entities eligible to purchase such power. Under Section 5(b)(1) of the Pacific Northwest Electric Power Planning and Conservation Act (Northwest Power Act), 16 U.S.C. § 839c(b)(1), BPA is obligated to offer a power sales agreement to any eligible customer for the sale and purchase of electric power to serve the customer’s regional consumer load not served by the customer’s resources.

In the final Provider of Choice Policy, March 2024 BPA proposed to develop the contracts requested under Section 5(b) of the Northwest Power Act consistent with a tiered rates pricing construct for the Section 7(b) rate, in order to provide signals and to encourage the timely development of regional power resource infrastructure to meet regional consumer loads under this Agreement.

This Agreement effectuates a Contract High Water Mark (CHWM) for Forest Grove that establishes the amount of power Forest Grove may purchase from BPA at Tier 1 Rates.

The Parties agree:

1. TERM

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2044. Power sales by BPA to Forest Grove under this Agreement shall commence on October 1, 2028, provided that the Parties have completed any obligations required between the Effective Date and October 1, 2028 as specified under this Agreement.

Until October 1, 2028, section 19, Governing Law and Dispute Resolution will only apply to the extent there is a dispute regarding actions required under this Agreement that occur prior to October 1, 2028.

All obligations and liabilities accrued under this Agreement are preserved until satisfied.

2. DEFINITIONS

Capitalized terms below shall have the meaning stated. Capitalized terms that are not listed below are either defined within the section or exhibit in which the term is used, or if not so defined, shall have the meaning stated in BPA's applicable Power Rate Schedules, including the General Rate Schedule Provisions (GRSPs) or Public Rate Design Methodology (PRDM). Definitions in **bold** indicate terms that are both defined in the PRDM and that the Parties agree should conform to the PRDM as it may be revised. The Parties agree that if such definitions are revised pursuant to the PRDM, then BPA shall promptly and unilaterally amend this Agreement to incorporate such revised definitions from the PRDM, to the extent they are applicable.

- 2.1 "5(b)/9(c) Policy" means BPA's Policy on Determining Net Requirements of Pacific Northwest Utility Customers Under Sections 5(b)(1) and 9(c) of the Northwest Power Act issued May 23, 2000, and its revisions or successors.
- 2.2 "**7(i) Process**" means a public process conducted by BPA, pursuant to Section 7(i) of the Northwest Power Act, 16 U.S.C. § 839e(i), or its successor, to establish rates for the sale of power and other products.
- 2.3 "Above-CHWM Load" means the forecasted portion of a customer's Preliminary Net Requirement that is in excess of the customer's CHWM, if any, as determined in the Above-CHWM Load Process.
- 2.4 "Above-CHWM Load Process" means the public process conducted during each Forecast Year, in which BPA will calculate the following values for the upcoming Rate Period: (1) each customer's Preliminary Net Requirement; (2) adjusted CHWMs; and (3) each customer's Above-CHWM Load.
- 2.5 "Annexed Load" means existing load, distribution system (regardless of voltage), or service territory Forest Grove acquires after the Effective Date from another utility, by means of annexation, merger, purchase, trade, or other acquisition of rights, the acquisition of which BPA determines is consistent with BPA's standards of service and has been authorized by agreement between the impacted utilities or by a final state, regulatory, or court action. The Annexed Load must be served from distribution facilities of any voltage that are owned or acquired by Forest Grove.
- 2.6 "Attribute Pools" shall have the meaning as defined in section 2 of Exhibit H.

- 2.7 “Average Megawatts” or “aMW” means the amount of electric energy in megawatt-hours (MWh) during a specified period of time divided by the number of hours in such period.
- 2.8 “Balancing Authority” shall have the meaning as defined in section 1 of Exhibit F.
- 2.9 “Balancing Authority Area” shall have the meaning as defined in section 1 of Exhibit F.
- 2.10 “Block” or “Block Product” means a planned amount of Firm Requirements Power sold to a customer to meet a portion of its regional consumer load.
- 2.11 “Business Day(s)” means every Monday through Friday, except federal holidays.
- 2.12 “**CHWM Contract**” means the power sales agreement between a customer and BPA that contains a Contract High Water Mark (CHWM), and under which the customer purchases power from BPA at rates established by BPA in accordance with the PRDM.
- 2.13 “Committed Power Purchase Amount” means an amount of firm energy, listed in sections 3 and 4 of Exhibit A, that Forest Grove has agreed to supply and use to serve its Total Retail Load. Such amount is not attributed to a Specified Resource.
- 2.14 “Consumer-Owned Resource” means a Generating Resource connected to Forest Grove’s distribution system (regardless of voltage) from which the output is owned by a retail consumer, has a nameplate capability greater than 1,000 megawatt, is operated to serve load, and is not operated occasionally or intermittently as a back-up energy source at times of maintenance or forced outage. Consumer-Owned Resource does not include a resource where the owner of the resource is a retail consumer that exists solely for the purpose of selling wholesale power and for which Forest Grove only provides incidental station service energy for local use at the retail consumer’s generating plant for uses such as lighting, heat and the operation of auxiliary equipment.
- 2.15 “Contracted For, or Committed To” or “CF/CT” shall have the meaning as described in section 20.3.1.1.
- 2.16 “Contract High Water Mark” or “CHWM” means the amount of Firm Requirements Power (expressed in annual Average Megawatts) that a customer is eligible to access at Tier 1 Rates. The amount of Firm Requirements Power a customer purchases at Tier 1 Rates is limited to the lesser of its CHWM or its Net Requirement as established consistent with section 1 of Exhibit A.

- 2.17 “Contract High Water Mark (CHWM) Implementation Policy” means the policy that documents the process details around the FY 2026 CHWM Calculation Process and Above-CHWM Load Process.
- 2.18 “Cumulative Prior Load” shall have the meaning as established in section 20.3.5.2.
- 2.19 “Cycle” shall have the meaning as defined in section 6 of Exhibit J.
- 2.20 “Cycles per Day” shall have the meaning as defined in section 6 of Exhibit J.
- 2.21 “Dedicated Resource” means a Specified Resource or a Committed Power Purchase Amount listed in Exhibit A that Forest Grove is required by statute to provide or obligates itself to provide under this Agreement for use to serve its Total Retail Load.
- 2.22 “Dispatchable Resource” means a Specified Resource from which generation amounts can be intentionally increased or decreased by the resource owner or operator, and which has capacity capability greater than the energy capability as defined in Exhibit J.
- 2.23 “Diurnal” means the division of hours within a month between Heavy Load Hours (HLH) and Light Load Hours (LLH).
- 2.24 “Due Date” shall have the meaning as described in section 16.2.
- 2.25 “Effective Date” means the date on which this Agreement has been signed by both Forest Grove and BPA.
- 2.26 “Electronic Tag” or “E-Tag” shall have the meaning as defined in section 1 of Exhibit F.
- 2.27 “Eligible Annexed Load” shall have the meaning as defined in section 3.5.7.
- 2.28 “Emissions Allowance” shall have the meaning as defined in section 2 of Exhibit H.
- 2.29 “Energy Storage Device” or “ESD” means a facility used to hold generated electric energy for release at a later time. Energy Storage Devices include energy storage facilities such as batteries. In Exhibit J, BPA documents Energy Storage Devices with alternating current (AC) nameplates (in some cases stated as facility interconnection AC nameplates) greater than 1.000 megawatt.
- 2.30 “Environmental Attribute Accounting Process” shall have the meaning as defined in section 2 of Exhibit H.
- 2.31 “Environmental Attributes” shall have the meaning as defined in section 2 of Exhibit H.

- 2.32 “Existing Resource” means a Specified Resource listed in section 2 of Exhibit A that Forest Grove was obligated by contract or statute to use to serve Forest Grove’s Total Retail Load prior to October 1, 2023.
- 2.33 “Federal Columbia River Power System” or “FCRPS” means the integrated power system that includes, but is not limited to, the transmission system constructed and operated by BPA and the hydroelectric dams in the Pacific Northwest constructed and operated by the U.S. Army Corps of Engineers and the Bureau of Reclamation.
- 2.34 “FERC” means the Federal Energy Regulatory Commission, or its successor.
- 2.35 “Firm Requirements Power” means electric power that BPA sells under this Agreement and makes continuously available to Forest Grove to meet BPA’s obligations to Forest Grove under Section 5(b) of the Northwest Power Act.
- 2.36 “Fiscal Year” or “FY” means the period beginning each October 1 and ending the following September 30.
- 2.37 “Flat Annual Shape” means a distribution of energy having the same Average Megawatt value of energy in each month of the year.
- 2.38 “Flat Within-Month Shape” means a distribution of energy having the same Average Megawatt value of energy in each Diurnal period of the month.
- 2.39 “Forecast Year” means the Fiscal Year ending one full year prior to the commencement of a Rate Period.
- 2.40 “FY 2026 CHWM Calculation Process” means the public process where BPA shall calculate each customer’s CHWM in accordance with section 2.4 of the Provider of Choice Policy, March 2024, as amended or revised.
- 2.41 “Generating Resource” means any source or amount of electric power from an identified electricity-producing unit, and for which the amount of power received by Forest Grove or Forest Grove’s retail consumer is determined by the power produced from such identified electricity-producing unit. Such unit may be owned by Forest Grove or Forest Grove’s retail consumer in whole or in part, or all or any part of the output from such unit may be owned for a defined period by contract.
- 2.42 “Heavy Load Hours” or “HLH” shall have the meaning as defined in section 1 of Exhibit F.
- 2.43 “HLH Diurnal Shape” means a distribution of energy between the Diurnal periods in which more megawatt-hours per hour are applied in the Heavy Load Hour (HLH) periods than megawatt-hours per hour applied in the Light

Load Hour (LLH) periods. Such distributions are determined by Forest Grove consistent with section 8 of Exhibit A.

- 2.44 “Hours of Maximum Discharge” shall have the meaning as defined in section 6 of Exhibit J.
- 2.45 “Interchange Points” shall have the meaning as defined in section 1 of Exhibit F.
- 2.46 “Inventory” or “Inventories” shall have the meaning as defined in section 2 of Exhibit H.
- 2.47 “Issue Date” shall have the meaning as described in section 16.1.
- 2.48 “Joint Operating Entity” or “JOE” means an entity that meets the requirements of Section 5(b)(7) of the Northwest Power Act.
- 2.49 “Light Load Hours” or “LLH” shall have the meaning as defined in section 1 of Exhibit F.
- 2.50 “Low Voltage Segment” means the facilities of a Third-Party Transmission Provider that are below 34.5kV.
- 2.51 “Maximum Charge Rate” shall have the meaning as defined in section 6 of Exhibit J.
- 2.52 “Maximum Potential CHWM” shall have the meaning as defined in section 1.2.5 of Exhibit B.
- 2.53 “Maximum Single Hour Discharge” shall have the meaning as defined in section 6 of Exhibit J.
- 2.54 “Net Requirement” means the amount of electric power that a customer may purchase from BPA to serve its Total Retail Load, minus amounts of its Dedicated Resources shown in Exhibit A, as determined consistent with Section 5(b)(1) of the Northwest Power Act.
- 2.55 “New Large Single Load” or “NLSL” shall have the meaning as specified in Section 3(13) of the Northwest Power Act and in the April 2001 Bonneville Power Administration New Large Single Load Policy or its successor (BPA’s NLSL Policy).
- 2.56 “New Resource” means: (1) a Specified Resource listed in section 2 of Exhibit A that Forest Grove was or is obligated by contract to use to serve Forest Grove’s Total Retail Load after September 30, 2023, and (2) any Committed Power Purchase Amounts listed in Exhibit A.

- 2.57 “**New Resource Rate**” or “NR Rate” means the rate for requirements firm power sold to an investor-owned utility (IOU) or public customer pursuant to Section 7(f) of the Northwest Power Act, 16 U.S.C. § 839e(c).
- 2.58 “Northwest Power Act” means the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. § 839 et seq., Public Law No. 96-501, as amended.
- 2.59 “On-Site Consumer Load” means the load of an identified retail consumer of Forest Grove that is electrically interconnected at the same Point of Delivery to Forest Grove’s system with a Consumer-Owned Resource of that same identified retail consumer. Such load does not utilize BPA or Third-Party Transmission Provider transmission facilities to deliver the generation from the Consumer-Owned Resource to the consumer load.
- 2.60 “Open Access Transmission Tariff” or “OATT” shall have the meaning as defined in section 1 of Exhibit F.
- 2.61 “Peak Load Variance Service” or “PLVS” means a resource-capacity planning-based service for instances when planned load exceeds expected load forecast values.
- 2.62 “Planned NLSL” means the load at a facility that BPA and a customer have agreed, pursuant to the provisions of Section V.B. of BPA’s NLSL Policy, is expected to become an NLSL during the facility’s next consecutive 12-month monitoring period.
- 2.63 “Planned Transmission Outage” shall have the meaning as defined in section 1 of Exhibit F.
- 2.64 “Point of Delivery” or “POD” means the point where power is transferred from a transmission provider to Forest Grove.
- 2.65 “Point of Metering” or “POM” means the point at which power is measured.
- 2.66 “Potential NLSL” means a load at a facility that BPA determines is capable of growing ten Average Megawatt or more in a consecutive 12-month monitoring period that may qualify as an NLSL.
- 2.67 “Power Services” means the organization, or its successor organization, within BPA that is responsible for the management and sale of BPA-provided electric power.
- 2.68 “**Preliminary Net Requirement**” means a customer’s annual Net Requirement prior to accounting for any New Resources a customer may elect to serve its Above-CHWM Load. Preliminary Net Requirement is determined as the forecasted annual Total Retail Load less Existing Resources, NLSLs, Specified Resources added to Tier 1 Allowance Amount, and Consumer-

Owned Resources serving On-Site Consumer Load, as determined in the Above-CHWM Load Process.

- 2.69 “Primary Points of Receipt” shall have the meaning as defined in section 14.1.
- 2.70 “**Public Rate Design Methodology**” or “**PRDM**” means the methodology describing the manner in which BPA will collect a portion of its Power Revenue Requirement from public customers with a CHWM Contract through a combination of charges, credits, fees, and discounts, as well as the terms and conditions related to any potential changes to the methodology.
- 2.71 “Qualified Capacity Contribution” or “QCC” means the megawatt quantity of capacity provided by a resource, contract, or portfolio as defined by the Western Resource Adequacy Program (WRAP).
- 2.72 “Rate Case Year” means the Fiscal Year ending prior to the commencement of a Rate Period. The Rate Case Year immediately follows the Forecast Year and is the year in which the 7(i) Process for the next Rate Period is conducted.
- 2.73 “Rate Period” means the period of time during which a specific set of rates established by BPA pursuant to the PRDM is intended to remain in effect.
- 2.74 “Region” means the Pacific Northwest as defined in Section 3(14) of the Northwest Power Act.
- 2.75 “Renewable Energy Certificates” or “Renewable Energy Credits” or “RECs” shall have the meaning as defined in section 2 of Exhibit H.
- 2.76 “Retire” or “Retirement” shall have the meaning as defined in section 2 of Exhibit H.
- 2.77 “Resource Diurnal Shape” means a distribution of energy within each Diurnal period that a Specified Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1).
- 2.78 “Resource Monthly Shape” means a distribution of energy within each month that a Specified Resource is expected to produce, as agreed to by the Parties in accordance with section 3.4.1(1).
- 2.79 “Resource Support Services” or “RSS” means a suite of services BPA Power Services provides to integrate federal and non-federal resources defined in Exhibit J and priced in each regular 7(i) Process consistent with chapter 6 of the PRDM.
- 2.80 “Round Trip Efficiency” shall have the meaning as defined in section 6 of Exhibit J.

- 2.81 “Scheduling Points of Receipt” shall have the meaning as defined in section 14.1.
- 2.82 “Slice/Block Product” means a customer’s purchase obligation under the Slice Product and the Block Product to meet its regional consumer load obligation as described in section 3.1 of the Slice/Block Product CHWM Contract.
- 2.83 “Slice Percentage” means the percentage used to determine the amount of the Slice Product a customer purchases, pursuant to its CHWM Contract.
- 2.84 “Slice Product” means the power product defined in section 5 of the Slice/Block Product CHWM Contract.
- 2.85 “Small Utility Adjustment” means the subsequent CHWM adjustment as provided in section 2.4.2.1 of the Provider of Choice Policy, March 2024, as amended or revised.
- 2.86 “Specified Resource” means a Generating Resource that has a nameplate capability or maximum hourly purchase amount greater than 1.000 megawatt, that a customer is required by statute or has agreed to use to serve its Total Retail Load. Each such resource is identified as a specific Generating Resource listed in sections 2 and 4 of Exhibit A.
- 2.87 “Storage Capacity” shall have the meaning as defined in section 6 of Exhibit J.
- 2.88 “Submitted Schedule” shall have the meaning as defined in section 3.7.
- 2.89 “Support Services” means a suite of services Power Services provides to customers, including RSS and other Support Services, as defined in Exhibit J and priced in each 7(i) Process consistent with chapter 6 of the PRDM.
- 2.90 “Surplus Firm Power” means firm power that is in excess of BPA’s obligations, including those incurred under Sections 5(b), 5(c), and 5(d) of the Northwest Power Act, as available.
- 2.91 “Third-Party Transmission Provider” means a transmission provider other than BPA that provides transmission service to serve Forest Grove’s load.
- 2.92 “Tier 1 Allowance Amount” means the aggregate total nameplate capacity of qualifying Specified Resources listed in section 2 of Exhibit A that Forest Grove is applying to offset its purchase obligation in accordance with section 3.5.2.
- 2.93 **“Tier 1 Marginal Energy True-Up”** means an end-of-Fiscal-Year process that evaluates the difference between forecast and actual energy usage and aligns that difference with appropriate Tier 1 Rate and market-based pricing levels, as described in chapter 4.2 of the PRDM.

- 2.94 “Tier 1 Rate(s)” shall have the meaning as described in chapter 4 of the PRDM.
- 2.95 “Tier 2 Long-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.3 of Exhibit C.
- 2.96 “Tier 2 Rate(s)” shall have the meaning as described in chapter 5 of the PRDM.
- 2.97 “Tier 2 Short-Term Rate” means a Tier 2 Rate at which customers may elect to purchase Firm Requirements Power in accordance with section 2.4 of Exhibit C.
- 2.98 “Tier 2 Vintage Rate” means a Tier 2 Rate(s) at which customers may elect to purchase Firm Requirements Power in accordance with section 2.5 of Exhibit C.
- 2.99 “Total Retail Load” or “TRL” means all retail electric power consumption, including electric system losses, within a customer’s electrical system, excluding:
- (1) those loads BPA and the customer have agreed are non-firm or interruptible loads,
 - (2) loads of other utilities served by such customer, and
 - (3) any loads not on such customer’s electrical system or not within such customer’s service territory, unless specifically agreed to by BPA.
- 2.100 “Transfer Service” means the transmission, distribution and other services provided by a Third-Party Transmission Provider to BPA to serve customer load over its transmission system, as listed in Exhibit E.
- 2.101 “Transfer Service Eligible Resource” means any (1) Dedicated Resource serving Total Retail Load, (2) Consumer-Owned Resource serving On-Site Consumer Load, or (3) any new non-federal resource pursuant to section 14.6.7.2.
- 2.102 “Transmission Curtailment” shall have the meaning as defined in section 1 of Exhibit F.
- 2.103 “Transmission Curtailment Management Service” or “TCMS” shall have the meaning as defined in section 1 of Exhibit F.
- 2.104 “Transmission Event” shall have the meaning as defined in section 1 of Exhibit F.

- 2.105 “Transmission Scheduling Service” or “TSS” shall have the meaning as defined in section 1 of Exhibit F.
- 2.106 “Transmission Scheduling Service-Full” or “TSS-Full” shall have the meaning as defined in section 1 of Exhibit F.
- 2.107 “Transmission Scheduling Service-Partial” or “TSS-Partial” shall have the meaning as defined in section 1 of Exhibit F.
- 2.108 “Transmission Services” means the organization, or its successor organization, within BPA that is responsible for the management and sale of transmission service on the Federal Columbia River Transmission System.
- 2.109 “Transmission System Delivery Plan” or “Delivery Plan” means the plan for each Dedicated Resource serving Forest Grove’s load or Consumer-Owned Resource serving On-Site Consumer Load that states the transmission system of the load that resource will serve.
- 2.110 “Uncontrollable Force” shall have the meaning as defined in section 18.
- 2.111 “Vintage Resource” shall have the meaning as defined in section 2.5 of Exhibit C.

3. LOAD FOLLOWING POWER PURCHASE OBLIGATION

3.1 Purchase Obligation

From October 1, 2028, and continuing through September 30, 2044, BPA shall sell and make available, and Forest Grove shall purchase, Firm Requirements Power in hourly amounts equal to Forest Grove’s hourly Total Retail Load minus the hourly firm energy from each of Forest Grove’s Dedicated Resources listed in sections 2, 3, and 4 of Exhibit A and Consumer-Owned Resources listed in sections 7.1, 7.3, and 7.4 of Exhibit A. Forest Grove shall determine the hourly firm energy from each of its Dedicated Resources pursuant to section 3.3. Such amounts of energy are subject to change pursuant to section 3.5 and section 10.

3.2 Take or Pay

Forest Grove shall pay for the Firm Requirements Power it is obligated to purchase and that BPA makes available under section 3.1, at the rates BPA establishes in a 7(i) Process pursuant to the PRDM, as applicable to such power, whether or not Forest Grove took delivery of such power.

3.3 Application of Dedicated Resources

Forest Grove shall serve a portion of its Total Retail Load with the Dedicated Resources listed in Exhibit A as follows:

- (1) Specified Resources, listed in section 2 of Exhibit A, and

- (2) Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A.

Forest Grove shall use its Dedicated Resources to serve its Total Retail Load, and the Parties shall specify amounts of such Dedicated Resources in Exhibit A as stated below for each specific resource and type. BPA shall use the amounts listed in Exhibit A in determining Forest Grove's Net Requirement. The amounts listed are not intended to govern how Forest Grove operates its Specified Resources, except for those resources applied to the Tier 1 Allowance Amount and those resources supported with RSS from BPA.

3.3.1 Specified Resources

3.3.1.1 Application of Specified Resources

Forest Grove shall apply the output of all Specified Resources, listed in section 2 of Exhibit A, to Forest Grove's Total Retail Load in predefined hourly amounts consistent with section 3.7 except for those Specified Resources applied to Forest Grove's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources that Forest Grove is supporting with RSS from BPA. For those Specified Resources applied to Forest Grove's Tier 1 Allowance Amount, Forest Grove shall apply all of the output as it is generated to Forest Grove's Total Retail Load. Forest Grove shall apply all Existing Resources that are Dispatchable Resources consistent with section 4 of Exhibit J. Forest Grove shall apply all Specified Resources supported with RSS from BPA to Forest Grove's Total Retail Load consistent with section 3 of Exhibit J.

3.3.1.2 Determining Specified Resource Amounts

For each Specified Resource, BPA, in consultation with Forest Grove, shall determine firm energy amounts for each Diurnal period and peak amounts for each month beginning with the later of the date the resource was dedicated to load or October 1, 2028, through the earlier of the date the resource will be permanently removed or September 30, 2044, and BPA shall list such amounts in section 2 of Exhibit A. BPA shall determine such amounts consistent with the 5(b)/9(c) Policy, and using the allowable shapes established in section 3.4.

3.3.2 Committed Power Purchase Amounts

3.3.2.1 Application of Committed Power Purchase Amounts

To serve Forest Grove's Above-CHWM Load that it commits to meet with Dedicated Resources in Exhibit C, Forest Grove shall provide and use Committed Power Purchase Amounts to

meet any amount of such load not met with its Specified Resources during each Rate Period. Forest Grove shall apply its Committed Power Purchase Amounts, listed in section 3 of Exhibit A, to Forest Grove's Total Retail Load in predefined hourly amounts consistent with section 3.7.

3.3.2.2 Determining Committed Power Purchase Amounts

By March 31 of each Rate Case Year, BPA shall calculate and update the table in section 3.1.2 of Exhibit A with Forest Grove's Committed Power Purchase Amounts for each year of the upcoming Rate Period. BPA shall calculate such Committed Power Purchase Amounts using the monthly and Diurnal shapes stated in section 3.1.1 of Exhibit A. Upon termination or expiration of this Agreement, any Committed Power Purchase Amounts listed in Exhibit A shall expire, and Forest Grove shall have no further obligation to apply Committed Power Purchase Amounts.

3.4 Shaping of Dedicated Resources

Forest Grove's Dedicated Resource amounts shall be shaped as follows.

3.4.1 Initial Monthly and Diurnal Resource Shapes

BPA shall initially state Forest Grove's Dedicated Resource amounts in Exhibit A with one of the following shapes:

- (1) Specified Resources in the amount of energy within each month and Diurnal period of a year that each resource is expected to generate output as determined pursuant to section 3.3.1.2; and
- (2) Committed Power Purchase Amounts in equal megawatt amounts for each hour in a year.

3.4.2 Reshaping Dedicated Resources

By October 31, 2027, and by October 31 of each Rate Case Year thereafter, Forest Grove may elect in writing, pursuant to section 3.4.3, to reshape its amounts of Dedicated Resources listed in sections 2 and 3.1 of Exhibit A, except for those Specified Resources applied to Forest Grove's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources Forest Grove is supporting with RSS from BPA, for the next Rate Period. After BPA receives such written notice from Forest Grove, BPA shall, by the following March 31, revise Exhibit A to reflect such election.

3.4.3 Monthly and Diurnal Reshaping Options

Consistent with section 3.4.2, Forest Grove may elect to reshape one or more of its Dedicated Resources using the allowable shapes described below. If Forest Grove elects to reshape its Specified Resources, then Forest Grove shall elect both a monthly and a Diurnal

shape for each Specified Resource that is reshaped. If Forest Grove elects to reshape its Committed Power Purchase Amounts, then the applicable monthly shape will be the Flat Annual Shape and Forest Grove shall elect a Diurnal shape.

3.4.3.1 Specified Resources

For each Specified Resource listed in section 2 of Exhibit A Forest Grove may elect to apply each resource, in any of the following shapes:

- (1) Monthly shapes: (A) Resource Monthly Shape; or (B) Flat Annual Shape.
- (2) Diurnal shapes: (A) Resource Diurnal Shape; (B) Flat Within-Month Shape; or (C) HLH Diurnal Shape.

3.4.3.2 Committed Power Purchase Amounts

Forest Grove may elect to apply its Committed Power Purchase Amounts, listed in section 3.1 of Exhibit A, in either of the following Diurnal shapes: (A) Flat Within-Month Shape; or (B) HLH Diurnal Shape.

3.4.4 Hourly Resource Shape

Forest Grove shall apply its Dedicated Resources stated in sections 2 and 3.1 of Exhibit A in equal megawatt amounts during all LLH of a month and in equal megawatt amounts during all HLH of a month, except for those Specified Resources applied to Forest Grove's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources Forest Grove is supporting with RSS from BPA.

3.5 Changes to Dedicated Resources

3.5.1 Specified Resource Additions to Meet Above-CHWM Load

With written notice to BPA by July 31 of a Forecast Year, Forest Grove may elect to add Specified Resources to section 2 of Exhibit A, with amounts effective at the start of the upcoming Rate Period, to meet any obligation Forest Grove may have in Exhibit C to serve its Above-CHWM Load with Dedicated Resources. The following apply for such Specified Resources:

- (1) BPA shall determine amounts for such Specified Resources in accordance with section 3.3.1.2.
- (2) Forest Grove may elect to reshape such Specified Resources in accordance with section 3.4.3, or may elect to purchase RSS from BPA to support such Specified Resources.

BPA shall revise Exhibit A consistent with Forest Grove's elections by March 31 following Forest Grove's elections under this section 3.5.1.

3.5.2 Specified Resources Added to Tier 1 Allowance Amount

At any time over the term of the Agreement and by written notice to BPA, Forest Grove may request for BPA to add Specified Resources that meet the qualifying criteria in section 3.5.2.2 to its Tier 1 Allowance Amount in section 2 of Exhibit J. BPA shall review such request and revise Exhibit A as soon as reasonably practical to include such resources, provided that BPA determines in its sole discretion that the Specified Resources meet such qualifying criteria. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall remain in the Tier 1 Allowance Amount for the term of the Agreement unless the resource is removed consistent with section 3.5.6. Any qualifying Specified Resource included in the Tier 1 Allowance Amount shall be treated as an Existing Resource for purposes of temporary resource removal as provided in section 10. Forest Grove's qualifying Specified Resources included in the Tier 1 Allowance Amount may be subject to charges pursuant to the applicable Power Rate Schedules and GRSPs.

3.5.2.1 Tier 1 Allowance Amount Limit

Forest Grove's Tier 1 Allowance Amount shall be limited to the amount stated in section 2 of Exhibit J, and shall not exceed the lesser of 5 MW or 50 percent of Forest Grove's CHWM reflected as a megawatt value. Such value will be considered the Tier 1 Allowance Amount limit. If BPA changes Forest Grove's CHWM consistent with section 1.2 of Exhibit B, then BPA shall recalculate Forest Grove's Tier 1 Allowance Amount limit and update Exhibit J if necessary. If Forest Grove has a reduction to its CHWM, then BPA shall determine whether a reduction in the Tier 1 Allowance Amount limit is appropriate. In the event that BPA reduces Forest Grove's Tier 1 Allowance Amount limit, BPA will determine on a case-by-case basis the treatment of Forest Grove's resource(s).

3.5.2.2 Qualifying Specified Resources For Tier 1 Allowance Amount

Any Specified Resource Forest Grove elects to add to its Tier 1 Allowance Amount must meet the following qualifying criteria:

- (1) the Specified Resource is a New Resource;
- (2) the Specified Resource is connected to Forest Grove's distribution system, regardless of voltage, and does not utilize BPA or Third-Party Transmission Provider transmission facilities; and,

- (3) the Specified Resource reduces Forest Grove's Total Retail Load.

3.5.3 Resource Additions for a BPA Insufficiency Notice

If BPA provides Forest Grove a notice of insufficiency and reduces its purchase obligation, in accordance with section 20.2, then Forest Grove may temporarily add Dedicated Resources to replace amounts of Firm Requirements Power BPA will not be providing due to insufficiency. The Parties shall revise Exhibit A to reflect such additions.

3.5.4 Decrements for 9(c) Export

If BPA determines, in accordance with section 20.6, that an export of a Specified Resource listed in section 2 of Exhibit A requires a reduction in the amount of Firm Requirements Power BPA sells Forest Grove, then BPA shall notify Forest Grove of the amount and duration of the reduction in Forest Grove's Firm Requirements Power purchases from BPA. Within 20 calendar days of such notification Forest Grove may temporarily add a Specified Resource to section 2 of Exhibit A in the amount and for the duration of such decrement. If Forest Grove does not add a Specified Resource to meet such decrement, then within 30 calendar days of such notification BPA shall add Committed Power Purchase Amounts to section 3.2 of Exhibit A in the amount and for the duration of such decrement.

3.5.5 Temporary Resource Removal

By March 31 of each Rate Case Year, BPA shall revise Forest Grove's Dedicated Resource amounts listed in the tables of Exhibit A consistent with Forest Grove's resource removal elections made in accordance with section 10.

3.5.6 Permanent Discontinuance of Resources

Forest Grove may permanently remove a Specified Resource listed in section 2 of Exhibit A, consistent with the 5(b)/9(c) Policy on statutory discontinuance for permanent removal. If BPA makes a determination that Forest Grove's Specified Resource has met BPA's standards for a permanent removal, then BPA shall revise Exhibit A accordingly. If Forest Grove does not replace such resource with another Dedicated Resource, then Forest Grove's additional Firm Requirements Power purchases under this Agreement, as a result of such a resource removal, shall be subject to the applicable rates or charges as established in the Power Rate Schedules and GRSPs.

3.5.7 Resource Additions for Annexed Loads

If Forest Grove acquires an Annexed Load, Forest Grove may add Dedicated Resources to Exhibit A, subject to sections 3.5.7.1 and 3.5.7.2 below, to serve amounts of such Annexed Load that are Eligible Annexed Load. "Eligible Annexed Load" means an Annexed Load: (1) that is added after the Effective Date, and (2) for which

Forest Grove did not receive a CHWM addition pursuant to section 1.2.2 of Exhibit B.

- 3.5.7.1 During the Rate Period in which Forest Grove acquires an Eligible Annexed Load, Forest Grove may serve such load for the remainder of that Rate Period with Dedicated Resources in the shape of the load, as negotiated by the Parties, or with additional power purchased from BPA. If Forest Grove elects to serve such load with Dedicated Resources, then Forest Grove shall apply such resources for the remainder of the Rate Period. If Forest Grove elects to purchase additional power from BPA for the Annexed Load, then during that Rate Period such power purchases shall be subject to the applicable rates or charges as established in the Power Rate Schedules and GRSPs and as applicable to the shape of the Eligible Annexed Load.
- 3.5.7.2 For all Rate Periods after the Rate Period when Forest Grove acquires an Eligible Annexed Load, Forest Grove shall serve such load pursuant to Forest Grove's elections and either (1) apply Dedicated Resources or (2) purchase Firm Requirements Power at the applicable rates or charges as established in the Power Rate Schedules and GRSPs.

3.5.8 Resource Additions/Removals for NLSLs

- 3.5.8.1 To serve a Planned NLSL or an NLSL listed in Exhibit D that is added after the Effective Date, Forest Grove may add Dedicated Resources to section 4 of Exhibit A. Forest Grove may discontinue serving its NLSL with the Dedicated Resources listed in section 4 of Exhibit A if BPA determines that Forest Grove's NLSL is no longer: (1) an NLSL, or (2) in Forest Grove's service territory.
- 3.5.8.2 If Forest Grove elects to serve a Planned NLSL or an NLSL with Dedicated Resources, then Forest Grove shall specify in section 4 of Exhibit A the maximum monthly and Diurnal Dedicated Resource amounts that Forest Grove plans to use to serve the NLSL. Forest Grove shall establish such firm energy amounts and BPA shall state such amounts in section 4 of Exhibit A for each month beginning with the date the resource was dedicated to the Planned NLSL or NLSL through the earlier of the date the resource will be removed or September 30, 2044. Forest Grove shall serve the actual load of the Planned NLSL or NLSL up to such maximum amounts with such Dedicated Resource amounts. To the extent that the load at a Planned NLSL or an NLSL is less than the maximum amount in any monthly or Diurnal period, Forest Grove shall have no right or obligation to use such amounts to serve load

other than a Planned NLSL or an NLSL. Specific arrangements to match such resources to the Planned NLSL or NLSL on an hourly basis shall be established in Exhibit D.

3.5.9 PURPA Resources

If Forest Grove is required by the Public Utility Regulatory Policies Act (PURPA) to acquire output from a Generating Resource and plans to use that output to serve its Total Retail Load, then such output shall be added as a Specified Resource pursuant to Exhibit A. Forest Grove shall purchase RSS from BPA (or equivalent service) to support such resources for the term of this Agreement.

3.6 Consumer-Owned Resources

Except for any Consumer-Owned Resources serving a Planned NLSL or an NLSL, which Forest Grove has applied to load consistent with section 20.3, Forest Grove shall apply the output of Consumer-Owned Resources as follows:

3.6.1 Existing Consumer-Owned Resources

Forest Grove shall designate, in sections 7.1, 7.2, or 7.3 of Exhibit A, the extent that each existing Consumer-Owned Resource as of the Effective Date will or will not serve On-Site Consumer Load. Forest Grove shall make such designation to BPA in writing no later than 60 calendar days after BPA publishes, to its publicly available website, Forest Grove's final CHWMs from the FY 2026 CHWM Calculation Process. Such designation shall apply for the term of this Agreement.

3.6.2 New Consumer-Owned Resources

Forest Grove shall designate the extent that each Consumer-Owned Resource commencing commercial operation after the Effective Date will or will not serve On-Site Consumer Load. Forest Grove shall make such designation to BPA in writing within 120 days of energization of such resource. Such designation shall apply for the term of this Agreement.

Consistent with Forest Grove's designations, BPA shall list Consumer-Owned Resources serving On-Site Consumer Load in section 7.1 of Exhibit A, Consumer-Owned Resources not serving On-Site Consumer Load in section 7.2 of Exhibit A, and Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load in section 7.3 of Exhibit A.

3.6.3 Application of Consumer-Owned Resources Serving On-Site Consumer Load

Power generated from Consumer-Owned Resources listed in section 7.1 of Exhibit A shall serve On-Site Consumer Load. Forest Grove shall ensure that a Consumer-Owned Resource does not exceed the On-Site Consumer Load such resource serves. If a Consumer-

Owned Resource exceeds the On-Site Consumer Load, then BPA may adjust Forest Grove's Total Retail Load used to bill for energy purchases to ensure Forest Grove pays for energy that was otherwise displaced by the amount of generation of the Consumer-Owned Resource that exceeds the On-Site Consumer Load on any hour. BPA shall determine in its sole discretion whether to make any adjustment based on information Forest Grove provides to BPA as follows:

- (1) Commensurate with Forest Grove's designation under section 3.6.2 above, Forest Grove shall provide BPA information demonstrating that the Consumer-Owned Resource's forecasted generation will not exceed the On-Site Consumer Load it is intended to serve on a monthly basis. Examples of such information include but are not limited to consumer load projections and monthly generation projections for the generating equipment to be installed.
- (2) If Forest Grove has not provided sufficient information, or if the Consumer-Owned Resource exceeds On-Site Consumer Load, then Forest Grove shall in accordance with section 15 and section 17.3 of this Agreement: (A) install metering on the On-Site Consumer Load, or (B) provide BPA hourly meter data of the On-Site Consumer Load on a monthly basis in a format specified by BPA.

Forest Grove shall provide notice to BPA of any significant changes to an On-Site Consumer Load amount as soon as practicable but no later than 60 calendar days after the change.

Forest Grove must ensure that the Consumer-Owned Resources do not cause negative flow through Forest Grove's Point of Delivery behind which the resource is located. If negative flow occurs, then BPA shall pass through and Forest Grove shall pay any costs assessed to BPA resulting from such flow.

3.6.4 Application of Consumer-Owned Resources Serving Load Other than On-Site Consumer Load

Forest Grove shall ensure that power generated from Consumer-Owned Resources listed in section 7.2 of Exhibit A, which serves load other than On-Site Consumer Load, is scheduled for delivery and:

- (1) sold to another utility in the Region to serve its Total Retail Load,
- (2) used by Forest Grove to serve its Total Retail Load (consistent with section 3.3),
- (3) marketed as an export, or
- (4) any combination of (1), (2), and (3) above.

3.6.5 Application of Consumer-Owned Resources Serving Both On-Site Consumer Load and Load Other than On-Site Consumer Load

If Forest Grove designates a Consumer-Owned Resource to serve both On-Site Consumer Load and load other than On-Site Consumer Load, then Forest Grove shall select either Option A or Option B below.

3.6.5.1 Option A: Maximum Consumer-Owned Resource Amounts Serving On-Site Consumer Load

If Forest Grove selects this Option A, then Forest Grove shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified On-Site Consumer Load that are to be served with power generated by an identified Consumer-Owned Resource. Such amounts shall be specified as Diurnal megawatt amounts, by month, and shall apply in all years for the term of this Agreement. Such amounts are not subject to change in accordance with section 3.6.6.

On any hour that the On-Site Consumer Load is less than or equal to the specified maximum hourly amounts, all such On-Site Consumer Load shall be served by Forest Grove with the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any hourly amounts of the identified On-Site Consumer Load greater than the specified maximum hourly amounts will be served with Firm Requirements Power. Any power generated from the identified Consumer-Owned Resource greater than the specified maximum hourly amounts will be applied to load other than On-Site Consumer Load in accordance with section 3.6.4.

3.6.5.2 Option B: Maximum Firm Requirements Power Serving On-Site Consumer Load

If Forest Grove selects this Option B, then Forest Grove shall specify, in section 7.3 of Exhibit A, the maximum hourly amounts of an identified On-Site Consumer Load that are to be served with Firm Requirements Power. Such amounts shall be specified as Diurnal megawatt amounts, by month, and shall apply in all years for the term of this Agreement. Such amounts are not subject to change in accordance with section 3.6.6.

On any hour that On-Site Consumer Load is less or equal to the specified maximum hourly amounts, all such On-Site Consumer Load shall be served with Firm Requirements Power. Forest Grove shall serve any hourly amounts of the identified On-Site Consumer Load greater than the specified maximum hourly amounts with power generated by the identified Consumer-Owned Resource or with power other than Firm Requirements Power. Any power generated from the

identified Consumer-Owned Resource greater than the amounts required to be used to serve the On-Site Consumer Load shall be applied to load other than On-Site Consumer Load in accordance with section 3.6.4.

3.6.6 Changes to Consumer-Owned Resources

Prior to each Fiscal Year Forest Grove shall notify BPA in writing of any changes in ownership, expected resource output, or other characteristic of Consumer-Owned Resources identified in section 7 of Exhibit A. If a Consumer-Owned Resource has permanently ceased operation and Forest Grove notifies BPA of such cessation, then BPA shall revise section 7 of Exhibit A to reflect such change as long as BPA agrees the determination is reasonable.

3.6.7 Application of Consumer-Owned Resources Serving a Planned NLSL or NLSL

If Forest Grove is serving a Planned NLSL or an NLSL with Consumer-Owned Resource amounts pursuant to section 20.3 and section 1 of Exhibit D, then BPA shall list such resources in section 7.4 of Exhibit A. Requirements for Forest Grove's application of Consumer-Owned Resources serving Planned NLSLs and NLSL are included in section 20.3 and section 1 of Exhibit D.

3.6.8 Data Requirements for Consumer-Owned Resources

Forest Grove shall meter all Consumer-Owned Resources listed in section 7 of Exhibit A and shall provide such meter data to BPA pursuant to section 17.3.

3.7 Hourly Dedicated Resource Schedule

By June 30 of each Rate Case Year, Forest Grove shall provide BPA an hourly schedule(s), in whole megawatt amounts consistent with section 3.7.3 and in the format described in section 3.7.2, for its Dedicated Resources with amounts in each hour, calculated pursuant to section 3.7.1, for each year of the upcoming Rate Period ("Submitted Schedule"). Forest Grove shall schedule such hourly amounts to its Total Retail Load consistent with section 13.

3.7.1 Schedule Amounts

The amounts in the Submitted Schedule shall equal the monthly and Diurnal amounts for each Dedicated Resource listed in the tables in sections 2 and 3 of Exhibit A except for those Specified Resources applied to Forest Grove's Tier 1 Allowance Amount, those Existing Resources that are Dispatchable Resources, and those Specified Resources supported with RSS. The hourly amounts in the Submitted Schedule shall be determined in accordance with section 3.4.4.

If the amounts in the Submitted Schedule change in accordance with section 3.5, then Forest Grove shall send BPA a revised Submitted

Schedule including the updated amounts within five Business Days of such amounts being updated in Exhibit A.

3.7.2 Schedule Format

Forest Grove shall provide the Submitted Schedule to BPA electronically in a comma-separated-value (csv) format with the time/date stamp in the first column and load amounts, with units of measurement specified, in the following column.

3.7.3 Whole Megawatt Amounts

If Forest Grove's Submitted Schedule would otherwise have amounts in fractional megawatts-per-hour, then Forest Grove shall vary its hourly amounts by one megawatt in some hours so that over the course of the applicable month the amounts as scheduled in whole megawatts sum to the appropriate total.

3.8 Transfer of Renewable Energy Certificates

BPA shall provide any applicable Renewable Energy Certificates (RECs), emission accounting information, and non-emitting generation accounting information to Forest Grove in accordance with Exhibit H.

4. THIS SECTION INTENTIONALLY LEFT BLANK

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6. PUBLIC RATE DESIGN METHODOLOGY

6.1 The PRDM applies for the term of this Agreement. BPA shall apply the PRDM in accordance with its terms, which govern BPA's establishment, review and revision of Priority Firm Power (PF) rates pursuant to Section 7(i) of the Northwest Power Act for Firm Requirements Power sold under this Agreement.

6.2 The recitation of language from the PRDM in this Agreement does not incorporate such language into this Agreement. BPA may only revise the PRDM's language in accordance with the requirements of PRDM chapter 9. If BPA revises the language of the PRDM, then BPA will unilaterally amend this Agreement to accordingly modify any such language recited in this Agreement.

6.3 Any disputes over the meaning of the PRDM or rates, including whether BPA is adhering to its obligation under the PRDM to revise the PRDM only in accordance with the PRDM chapter 9, or whether the Administrator is correctly implementing the PRDM or rates, including but not limited to matters of whether the Administrator is correctly interpreting, applying, and otherwise adhering or conforming to the PRDM or rate, shall (1) be resolved pursuant to any applicable procedures set forth in the PRDM; (2) if resolved by the Administrator as part of a proceeding under Section 7(i) of the Northwest Power Act, be reviewable as part of the United States Court of

Appeals for the Ninth Circuit's review under Section 9(e)(5) of the Northwest Power Act of the rates or rate matters determined in such Section 7(i) proceeding (after FERC final confirmation and approval, and subject to any further review by the United States Supreme Court); and (3) if resolved by the Administrator outside such a Section 7(i) Process and such decision is a final action, be reviewable by the United States Court of Appeals for the Ninth Circuit under Section 9(e)(5) of the Northwest Power Act (subject to any further review by the United States Supreme Court). The remedies available to Forest Grove through such judicial review shall be Forest Grove's sole and exclusive remedy for such disputes.

- 6.4 BPA shall not publish a Federal Register Notice regarding BPA rates or the PRDM that prohibits, limits, or restricts Forest Grove's right to submit testimony or brief issues on rate matters regarding the meaning or implementation of the PRDM or establishment of BPA rates pursuant to the PRDM. For purposes of BPA's conformance to this paragraph, a "rate matter" shall not include budgetary and program level issues, or any other matter unrelated to the PRDM or the establishment of rates pursuant to the PRDM.

7. CONTRACT HIGH WATER MARKS

By September 30, 2026, BPA shall establish Forest Grove's CHWM in the FY 2026 CHWM Calculation Process and revise Exhibit B to state Forest Grove's CHWM. Once established, BPA may only adjust Forest Grove's CHWM as permitted pursuant to Exhibit B. After any adjustment, BPA shall revise Exhibit B to state Forest Grove's adjusted CHWM.

8. APPLICABLE RATES

Purchases under this Agreement are subject to the following rate schedules, or their successors: Priority Firm Power (PF), including Tier 1 Rates and Tier 2 Rates, New Resource Firm Power (NR), and Firm Power and Surplus Products and Services (FPS), as applicable. Billing determinants for any purchases will be included in each rate schedule. Power purchases and services sold under this Agreement are subject to the applicable rates and charges in BPA's Power Rate Schedules, established in accordance with the PRDM, as applicable, and its GRSPs (or their successors) established during a 7(i) Process. Forest Grove may incur additional charges as established in the applicable 7(i) Process, and as provided in the Power Rate Schedules and GRSPs, including the Unauthorized Increase Charge or its successors.

8.1 Applicability of Tier 1 and Tier 2 Rates

BPA shall establish PF rates that include rate schedules for purchase amounts at Tier 1 Rates and purchase amounts at Tier 2 Rates. Tier 1 Rates and Tier 2 Rates shall apply to Forest Grove's purchases as follows:

- (1) Tier 1 Rates shall apply to Firm Requirements Power that Forest Grove purchases under this Agreement, less: (A) amounts of Firm Requirements Power priced at Tier 2 Rates elected by Forest Grove in section 2 of Exhibit C, (B) amounts of Firm Requirements Power

priced at the NR or other applicable 7(f) rate purchased for Planned NLSLs and NLSLs pursuant to Exhibit D, and (C) amounts of Firm Requirements Power priced at any other applicable 7(f) rate not limited to either (A) or (B).

- (2) Tier 2 Rates shall apply to such planned annual amounts of Firm Requirements Power that Forest Grove elects to purchase to serve its Above-CHWM Load, pursuant to Exhibit C, that remain after applying Forest Grove's New Resources.

9. ELECTIONS TO PURCHASE POWER PRICED AT TIER 2 RATES

9.1 Tier 2 Rate Alternatives

Subject to the requirements of this section 9 and Exhibit C, and pursuant to the PRDM, Forest Grove shall have the right to purchase Firm Requirements Power at a Tier 2 Long-Term Rate, Tier 2 Short-Term Rate, and Tier 2 Vintage Rate.

9.2 Above-CHWM Load Service Options and Tier 2 Rate Elections

BPA shall calculate Forest Grove's Above-CHWM Load in the Above-CHWM Load Process ahead of each Rate Period.

Forest Grove has the option to serve its Above-CHWM Load with: (1) Firm Requirements Power purchased from BPA at a Tier 2 Rate or rates, (2) Dedicated Resources, or (3) a specific combination of both (1) and (2).

Within 60 calendar days after BPA publishes, to its publicly available website, Forest Grove's final CHWMs from the FY 2026 CHWM Calculation Process, Forest Grove shall determine and provide written notice to BPA of its Above-CHWM Load service election, including its election to purchase Firm Requirements Power at Tier 2 Rates, consistent with section 2.1 of Exhibit C.

BPA shall update Exhibit C to state Forest Grove's Tier 2 Rate purchase elections and the amount of its purchase obligation of Firm Requirements Power at Tier 2 Rates.

9.3 Amounts of Tier 2 Flat Across All Hours

Amounts of Firm Requirements Power sold by BPA at Tier 2 Rates and purchased by Forest Grove shall be equal in all hours of the year.

10. TIER 2 REMARKETING AND RESOURCE REMOVAL

Under this section 10, Forest Grove does not have temporary resource removal or remarketing rights for its Dedicated Resources in Exhibit A added pursuant to section 3.5.4 or section 3.5.8 of the Agreement. In addition, under this section 10, Forest Grove does not have temporary resource removal or remarketing rights for any Dedicated Resource amounts or amounts of Firm Requirements Power purchased at Tier 2 Rates that would otherwise be eligible for removal or remarketing due to the addition of resources under section 3.5.4. Any BPA

remarketing of Tier 2 Vintage Rate purchase obligation amounts under this section 10 is subject to section 2.5.6 of Exhibit C.

10.1 New Resource Removal and Remarketing of Tier 2 Rate Purchase Obligation Amounts for Each Rate Period

If Forest Grove's Above-CHWM Load as forecasted for each Fiscal Year of an upcoming Rate Period is less than the sum of: (1) Forest Grove's New Resource amounts serving its Above-CHWM Load, as stated in Exhibit A, and (2) Tier 2 Rate purchase obligation amounts, as stated in Exhibit C, then, except as permitted in sections 10.1.3 and 10.1.4 below and in the following order:

- (1) Forest Grove shall temporarily remove its eligible New Resource amounts, and
- (2) BPA shall remarket Forest Grove's Tier 2 Rate purchase obligation amounts.

Any removal of eligible New Resource amounts or remarketing of Tier 2 Rate purchase obligation amounts shall apply until either: (1) the removed New Resource amounts plus the remarketed Tier 2 Rate purchase obligation amounts equal the amount by which Forest Grove's New Resource amounts plus its Tier 2 Rate purchase obligation amounts exceed its Above-CHWM Load, or (2) all of Forest Grove's New Resources are removed and all of its Tier 2 Rate purchase obligation amounts are remarketed.

10.1.1 If Forest Grove has more than one New Resource, then by October 31 of each Rate Case Year, Forest Grove shall notify BPA of the order and associated amounts of Forest Grove's New Resources that Forest Grove shall remove for each Fiscal Year in the upcoming Rate Period to the extent necessary to comply with this section 10.1.

10.1.2 If Forest Grove fails to notify BPA in accordance with section 10.1.1, then BPA shall determine the order and associated amounts of Forest Grove's New Resource removal for each Fiscal Year in the upcoming Rate Period to comply with section 10.1.

10.1.3 If compliance with the requirements of section 10.1 would cause Forest Grove to remove part or all of any New Resource amounts that Forest Grove uses to fulfill a state or federal renewable resource standard or other comparable legal obligation, then by October 31 of each Rate Case Year Forest Grove may request for BPA to remarket the same amount of Tier 2 Rate purchase obligation amounts until all of Forest Grove's Tier 2 Rate purchase obligation amounts are remarketed. Following such remarketing, Forest Grove may either temporarily remove New Resources applied to the Tier 1 Allowance Amount or Existing Resources to the extent necessary to comply with section 10.1, provided that the hourly, monthly, and Diurnal amounts removed shall be equal to the hourly, monthly, and Diurnal amounts

provided by the New Resources that Forest Grove would have otherwise been obligated to remove.

10.1.4 If: (1) Forest Grove made an election under section 2.1(3) or section 2.1(4) of Exhibit C to serve all or a portion of its Above-CHWM Load using the flexible option, (2) Forest Grove has both New Resource amounts and Tier 2 Vintage Rate purchase obligation amounts for serving such Above-CHWM Load, and (3) compliance with the requirements of section 10.1 would cause Forest Grove to remove part or all of its New Resource amounts, then Forest Grove may request for BPA to first remarket the Tier 2 Vintage Rate purchase obligation amounts until all of Forest Grove's Tier 2 Vintage Rate purchase obligation amounts are remarketed before removing any New Resource amounts.

10.2 Partial Resource Removal

When only a portion of an eligible Dedicated Resource is removed pursuant to section 10.1 above, such resources shall be removed proportionally to maintain the same annual shape for the resource as established in Exhibit A.

10.3 Responsibilities for Remarketing Tier 2 Rate Purchase Obligation Amounts and Disposition of Dedicated Resource

Forest Grove shall be subject to applicable charges or credits, as established in a 7(i) Process, associated with BPA's remarketing of Tier 2 Rate purchase obligation amounts of Firm Requirements Power.

Except as specified in section 10.4 below, Forest Grove shall be responsible for the disposition of any amounts of its Dedicated Resources, whether Specified Resources or Committed Power Purchase Amounts that are removed or reduced pursuant to this Agreement.

10.4 Removal of Resources Taking RSS

If Forest Grove purchases RSS for any New Resources that are partially or entirely removed pursuant to sections 10.1 or 10.2 above, then the following shall apply:

10.4.1 Forest Grove shall continue to supply the entire amount of any such resources consistent with applicable provisions stated in Exhibit J.

10.4.2 BPA shall remarket the amounts of any such resources that are removed pursuant to section 10.1 in the same manner BPA remarkets Tier 2 Rate purchase obligation amounts in section 10.3. BPA shall revise Exhibit A to identify the amounts of any such resources that are removed. BPA shall continue to provide RSS in accordance with applicable provisions in Exhibit J to any amounts of such resources that remain in Exhibit A after resource removal.

11. RIGHT TO CHANGE PURCHASE OBLIGATION

11.1 One-Time Right to Change Purchase Obligation

Under this Agreement Forest Grove shall have a one-time right to request a change in its purchase obligation, identified in section 3, to another purchase obligation available from BPA, including Annual Flat Block, Diurnally Shaped Monthly Block, Flat Monthly Block, Flat Monthly Block with 10 Percent Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity, Flat Monthly Block with Peak Net Requirement (PNR) Shaping Capacity with Peak Load Variance Service (PLVS), or Slice/Block, if available.

Unless otherwise agreed by the Parties, any Forest Grove Above-CHWM Load service elections, Dedicated Resource additions, and other elections made under this Agreement prior to the notice made under section 11.2 shall continue to be applicable under the new purchase obligation, provided that BPA may update such terms and conditions consistent with the then-current terms of the new purchase obligation, and additional costs may apply for service under Forest Grove's new purchase obligation as described in section 11.6.

11.2 Notice and Conditions to Change Purchase Obligation and to Join a JOE

Written notices sent under this section 11.2 must comply with section 1 of Exhibit I. The following sections 11.2.2, 11.2.3 and 11.2.4 shall be in accordance with Section 5(b)(7) of the Northwest Power Act.

11.2.1 Notice of Change to Purchase Obligation

No sooner than October 1, 2028, Forest Grove may provide written notice to BPA to request a change to its purchase obligation pursuant to section 11.1 above. Such notice to BPA must be at least three years prior to the start of the Rate Period the purchase obligation change would be effective. Forest Grove's notice shall state: (1) the purchase obligation request, and (2) the Rate Period Forest Grove requests the change to be effective. The latest date that Forest Grove may provide notice to request a change to its purchase obligation is September 30, 2037 for a purchase obligation change effective on October 1, 2040.

11.2.2 Joining a JOE For Service Effective October 1, 2028

If Forest Grove requests to join a JOE for service under the JOE's CHWM Contract effective October 1, 2028, then Forest Grove's written notice to BPA to request to assign its contract to the JOE must be received no later than June 30, 2027, regardless of Forest Grove's and the JOE's purchase obligations. Receiving service under the JOE CHWM Contract will not constitute a change to Forest Grove's purchase obligation under this section 11.

11.2.3 If Customer and JOE Have Same Purchase Obligation

After June 30, 2027, if the BPA-JOE CHWM Contract and Forest Grove have the same purchase obligation when Forest Grove requests to join the JOE, then Forest Grove's written notice to BPA to request to assign its contract to the JOE must be received no later than June 30 of a Forecast Year for power sales under the BPA-JOE CHWM Contract to begin at the start of the following Rate Period.

11.2.4 If Customer and JOE Have Different Purchase Obligations

After June 30, 2027, if the BPA-JOE CHWM Contract and Forest Grove have different purchase obligations, including different Block purchase obligations, when Forest Grove requests to join the JOE, then Forest Grove's written notice to BPA to request to assign its contract to the JOE must be received no later than three years prior to when power sales under the BPA-JOE CHWM Contract will begin at the start of the subsequent Rate Period.

11.3 Limitations Due to Total Monthly Peak Load Increase

After receiving Forest Grove's notice under section 11.2, BPA shall evaluate the impact of Forest Grove's request on BPA's forecast of its total monthly peak load obligation relative to BPA's most recent forecast of its total monthly Qualified Capacity Contribution (QCC) values, or successor capacity requirements as determined by BPA, for the first Fiscal Year the purchase obligation change would become effective. As part of such evaluation BPA will assess the change to monthly QCC made by (1) a change to Forest Grove's purchase obligation, and (2) the peak amounts of Forest Grove's Dedicated Resource(s) as stated in Exhibit A.

If after its evaluation BPA determines that Forest Grove's request to change its purchase obligation would increase BPA's total monthly peak load obligation relative to BPA's change in QCC forecast in any one month, then BPA may:

- (1) approve Forest Grove's request and directly assign any costs as stated in section 11.6 below; or
- (2) approve Forest Grove's request without directly assigning such costs; or
- (3) deny Forest Grove's request to change its purchase obligation.

If BPA receives multiple requests from customers to change their purchase obligations and such changes would be effective at the beginning of the same Rate Period, then BPA shall evaluate the impact of Forest Grove's purchase obligation request together with all requesting customers' to assess the aggregate impact of all such purchase obligation change requests. If BPA determines that such requests would increase BPA's total monthly peak load obligation, in relationship to the change in BPA's QCC forecast in any one month, then in addition to options (1), (2), or (3) above, BPA may:

- (4) approve Forest Grove's request but defer the date on which Forest Grove's new purchase obligation change would become effective to the start of a subsequent Rate Period.

If BPA determines after its evaluation that the purchase obligation change(s) would not increase BPA's total monthly peak load obligation, in relationship to the change in BPA's QCC forecast, then BPA may approve Forest Grove's request to change its purchase obligation.

BPA will not withhold its approval of Forest Grove's request except under reasonable circumstances, including but not limited to securing the transmission and metering sufficient to deliver the applicable product.

BPA shall provide customers with an opportunity to comment on any customer's request to change its purchase obligation.

11.4 Restrictions

If, during the term of this Agreement, all customer purchases of the Slice/Block Product become reduced to zero percent, then BPA will retire the Slice/Block Product as a purchase obligation option under this Agreement. After such retirement, Forest Grove's right to change its purchase obligation will be limited to the Load Following or Block options as outlined in sections 3.1 and 11.1.

11.5 Changes to Block Purchase Obligation

If Forest Grove requests and BPA completes a change from one Block purchase obligation to a different Block purchase obligation as outlined in section 1 of Exhibit C, then Forest Grove will have exercised their one-time right to change its purchase obligation as stated above in section 11.1.

11.6 Charges to Change Purchase Obligation

In addition to the limitations established in sections 11.1, 11.2 and 11.3 above, (1) Forest Grove shall be responsible for fulfilling all rights, obligations, and liabilities associated with its prior purchase obligation, and (2) Forest Grove may be subject to charges, in addition to the rates for the new service, as a result of changing its purchase obligation. Such additional charges shall recover all additional costs that: (1) will be incurred by BPA to serve Forest Grove under its new purchase obligation compared to its existing purchase obligation, and (2) would otherwise result in a rate impact on all other customers receiving service under a CHWM Contract. If Forest Grove makes a request to change its purchase obligation, then BPA shall notify Forest Grove of any such additional charges. BPA shall not be required to make a payment to Forest Grove as a result of Forest Grove changing its purchase obligation.

11.7 Change Confirmation

Within 30 calendar days of BPA's presentation to Forest Grove of the additional charges determined in section 11.6, and Forest Grove's maximum

Slice Percentage calculated pursuant to section 11.9, if applicable, Forest Grove shall provide BPA with written notice whether it will proceed with its request to change its purchase obligation.

11.8 Amendment to Reflect New Purchase Obligation

Following Forest Grove's confirmation of its decision to change its purchase obligation, the Parties shall amend this Agreement to replace the terms of Forest Grove's current purchase obligation with the terms of the new purchase obligation.

11.9 Available Slice Product and Slice Percentage

The total Firm Slice Amount BPA offers to all customers purchasing the Slice/Block Product shall not exceed 25 percent of the sum of CHWMs established in the FY 2026 CHWM Process. If Forest Grove requests to change to the Slice/Block Product, then BPA shall calculate Forest Grove's amount of available Slice Product for changes to the Slice/Block Product as follows:

- (1) BPA shall calculate the total amount of available Slice Product in Average Megawatts for purchase by all customers requesting a change to the Slice/Block Product by subtracting (A) the sum of Slice Customers' CHWMs multiplied by 50 percent, from (B) 25 percent of the sum of initial CHWMs established in the FY 2026 CHWM Process.

Expressed as a formula:

Available Slice Product = (25% (sum of initial FY 2026 CHWMs)) – (50% (Slice Customers' CHMW))

BPA shall compare the amount of available Slice Product to 50 percent of the sum of initial CHWMs for all customers requesting a change to the Slice/Block Product to determine the maximum Slice Percentage BPA shall offer to Forest Grove.

- (2) If the available Slice Product calculated pursuant to section 11.9(1) above is equal to or exceeds 50 percent of the sum of CHWMs for all customers requesting a change to Slice/Block Product, then BPA shall not limit the request.

BPA shall notify Forest Grove of the available amounts of Slice Product available in accordance with section 11.7. Forest Grove shall provide a change confirmation to BPA pursuant to section 11.7. Forest Grove's Slice Percentage in each Fiscal Year shall be calculated pursuant to section 5.3.

- (3) If the available Slice Product calculated pursuant to section 11.9(1) is less than 50 percent of the sum of CHWMs for all customers requesting a change to the Slice/Block Product, then BPA shall limit

the maximum Slice Percentage of those customers requesting a change to Slice/Block Product on a pro rata basis.

BPA shall notify Forest Grove of the amounts of Slice Product and Forest Grove shall provide BPA with a change confirmation pursuant to section 11.7. Forest Grove's Slice Percentage in each Fiscal Year shall be calculated pursuant to section 5.3.

If the amount of available Slice Product increases in the future, then BPA, in its sole discretion, may offer Slice Customers with a maximum Slice Percentage that was reduced under section 11.9(3) to less than 50 percent of its CHWM, a pro rata adjustment to increase the maximum Slice Percentage, not to exceed 50 percent of its CHWM.

If BPA determines it will offer an increase under this section 11.9(3), then BPA shall notify such Slice Customers of a potential increase to available Slice Product within 30 calendar days of BPA's receipt of a customer notice pursuant to section 11.2. BPA shall notify such Slice Customers of an actual increase to available Slice Product within 30 calendar days of BPA's receipt of change confirmation, confirming a customer request to leave the Slice/Block Product, that increases available Slice Product pursuant to section 11.7. BPA will identify the Rate Period in which the maximum Slice Percentage will be effective following BPAs receipt of a change confirmation.

BPA may offer the pro rata increase to such Slice Customers without consideration of the effective date of the respective Slice Customer purchase obligation changes to the Slice/Block Product.

12. BILLING CREDITS AND RESIDENTIAL EXCHANGE

12.1 Billing Credits

If Forest Grove develops a Generating Resource or engages in conservation activities independently undertaken to serve its loads, then Forest Grove agrees that it shall forego any request for, and BPA is not obligated to include, billing credits, as defined in Section 6(h) of the Northwest Power Act, on Forest Grove's bills under this Agreement. This section does not apply to any billing credit contracts in effect as of the Effective Date.

12.2 Residential Exchange

During the term of this Agreement, Forest Grove agrees it will not seek and shall not receive residential exchange benefits pursuant to Section 5(c) of the Northwest Power Act. Forest Grove's agreement in this section 12.2 is a material precondition to BPA offering and executing this Agreement.

13. SCHEDULING

Over the term of this Agreement, Forest Grove may be required to purchase or may have the option to purchase Transmission Scheduling Service from Power Services in accordance with Exhibit F. If Forest Grove is required or elects to purchase

Transmission Scheduling Service from Power Services, then Forest Grove shall comply with the scheduling requirements described in Exhibit F, Transmission Scheduling Service. If Forest Grove is not purchasing Transmission Scheduling Service from Power Services, then Forest Grove shall comply with the scheduling requirements described in Exhibit F, Scheduling.

14. DELIVERY

14.1 Definitions

- 14.1.1 “Primary Points of Receipt” means the points on the Region’s transmission system where Firm Requirements Power is forecasted to be made available by Power Services to Forest Grove for purposes of obtaining a long-term firm transmission contract.
- 14.1.2 “Scheduling Points of Receipt” means the points on the Region’s transmission system where Firm Requirements Power is made available by Power Services to Forest Grove for purposes of acquiring transmission service and transmission scheduling.

14.2 Transmission Service

- 14.2.1 Forest Grove is responsible for acquiring transmission service to deliver power from the Scheduling Points of Receipt.
- 14.2.2 Forest Grove shall provide at least 180 days’ notice to Power Services prior to changing Balancing Authority Areas.
- 14.2.3 At Forest Grove’s request, Power Services shall provide Forest Grove with Primary Points of Receipt and other information needed to enable Forest Grove to acquire long-term firm transmission for delivery of power sold under this Agreement. If required by a transmission provider for purposes of transmission scheduling, then Power Services shall provide Forest Grove with Scheduling Points of Receipt. Power Services has the right to provide power to Forest Grove at Scheduling Points of Receipt that are different than the Primary Points of Receipt. If BPA does provide power to Forest Grove at Scheduling Points of Receipt that are different than the Primary Points of Receipt, then BPA shall reimburse Forest Grove for any incremental, direct, non-administrative costs incurred by Forest Grove to comply with delivering Firm Requirements Power from such Scheduling Points of Receipt to Forest Grove’s load if the following conditions, as outlined in (1) or (2) below, have been met:
 - (1) If Forest Grove has long-term Point to Point (PTP) Transmission Service (as defined in BPA’s Open Access Transmission Tariff or its successor) for delivery of Firm Requirements Power to its load:

- (A) Forest Grove has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services; and
 - (B) Forest Grove has submitted a request to redirect its long-term firm PTP Transmission Service to deliver Firm Requirements Power and Surplus Firm Power from the Scheduling Point of Receipt on a firm basis, but that request was not granted; and
 - (C) Forest Grove's transmission schedule was curtailed due to non-firm status under PTP Transmission Service or Forest Grove can provide proof of the reimbursable costs incurred to replace the curtailed schedule.
- (2) If Forest Grove has long-term Network Integration Transmission Service (as defined in BPA's Open Access Transmission Tariff or its successor) for delivery of Firm Requirements Power to its load:
- (A) Forest Grove has requested long-term firm transmission service to deliver its Firm Requirements Power using the Primary Points of Receipt and other information provided by Power Services; and
 - (B) Forest Grove's transmission schedule was curtailed due to non-firm status under its secondary service status and Forest Grove can provide proof of the reimbursable costs incurred to replace the curtailed schedule.

14.3 **Liability for Delivery**

Forest Grove waives any claims against BPA arising under this Agreement for non-delivery of power to any points beyond the applicable Scheduling Points of Receipt, except for reimbursement of costs as described in section 14.2.3. BPA shall not be liable under this Agreement for any third-party claims related to the delivery of power after it leaves the Scheduling Points of Receipt. Neither Party shall be liable under this Agreement to the other Party for damage that results from any sudden, unexpected, changed, or abnormal electrical condition occurring in or on any electric system, regardless of ownership. These limitations on liability apply regardless of whether or not this Agreement provides for Transfer Service.

14.4 **Real Power Losses**

BPA is responsible for the real power losses necessary to deliver Firm Requirements Power and Surplus Firm Power to Forest Grove's PODs listed in Exhibit E.

14.5 Metering Losses

BPA shall adjust measured amounts of power to account for metering losses, if any, that occur between Forest Grove's PODs and the respective POMs, as specified in Exhibit E.

15. METERING

15.1 Measurement

By September 30, 2027, the Parties shall ensure that meters are installed on all PODs listed in Exhibit E, consistent with the requirements of this section 15. Unless otherwise stated in Exhibit E, the amount of power measured by such meters shall be used by BPA for billing purposes. If the Parties agree that metering is economically or technologically impractical, then:

- (1) the Parties shall use scheduled amounts to measure the amount of power purchased if such power is scheduled into or out of Forest Grove's service territory; or
- (2) the Parties shall use mutually acceptable load profiles to measure the amount of power purchased if such power is not scheduled; or
- (3) the Parties shall use meter data provided by Forest Grove to BPA in a mutually agreed manner to measure the amount of power purchased.

If the metering equipment associated with the meters listed in Exhibit E fails to properly measure or record the interval readings, then BPA shall follow the Metering Usage Data Estimation Provision of BPA's applicable Power Rate Schedules and GRSPs to determine the appropriate billing adjustment.

The rights to locate meters and access facilities granted to BPA pursuant to this section 15 are subject to the terms of any applicable agreement between Forest Grove and Transmission Services addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to meters.

15.2 BPA Owned Meters

At BPA's expense, BPA shall operate, maintain, and replace, as necessary, all metering equipment owned by BPA that is needed to plan, schedule, and bill for Forest Grove's power needs under this Agreement consistent with Forest Grove's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Forest Grove has with BPA. Forest Grove authorizes BPA to maintain and replace any BPA owned metering equipment on Forest Grove's facilities that is reasonably necessary to forecast, plan, schedule, and bill for power. With reasonable notice from BPA, and for the purpose of implementing this provision, Forest Grove shall grant BPA reasonable physical access to BPA owned meters at BPA's request, consistent with Forest Grove's Network Operating

Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Forest Grove has with BPA.

If, at any time, either Party determines that a BPA owned meter is defective or inaccurate, then BPA shall adjust, repair, or replace the meter to provide accurate metering as soon as practical consistent with Forest Grove's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Forest Grove has with BPA. Forest Grove shall have the right to witness any meter tests conducted by BPA on BPA owned meters listed in Exhibit E. The exercise of such right shall be conducted consistent with the applicable requirements, if any, of Forest Grove's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Forest Grove has with BPA.

15.3 Non-BPA Owned Meters

15.3.1 Non-BPA Owned Meters Owned by Forest Grove

At Forest Grove's expense, Forest Grove shall operate, maintain, and replace, as necessary, all non-BPA metering equipment owned by Forest Grove that is needed by BPA to forecast, plan, schedule, and bill for power for:

- (1) points of interconnection between Forest Grove's system and parties other than BPA;
- (2) all loads that require separate measurement for purposes of forecasting, planning, scheduling, or billing for power; and
- (3) Generating Resources and Energy Storage Devices listed in Exhibit A and Exhibit J, respectively that are interconnected to Forest Grove's system.

For the purpose of inspection, Forest Grove shall grant BPA reasonable physical access to Forest Grove meters at BPA's request, consistent with Forest Grove's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Forest Grove has with BPA.

If, at any time, BPA or Forest Grove determines that a Forest Grove owned meter listed in Exhibit E is defective or inaccurate, then Forest Grove shall adjust, repair, or replace the meter, or shall make commercially reasonable efforts to arrange for the completion of such actions, to provide accurate metering as soon as practical. BPA shall have the right to witness any meter tests conducted by Forest Grove on Forest Grove owned meters listed in Exhibit E. The exercise of such right shall be conducted consistent with the applicable requirements, if any, of Forest Grove's Network Operating Agreement,

BPA's Metering Application Requirements, or their successors, or other agreements Forest Grove has with BPA.

15.3.2 Non-BPA Owned Meters Not Owned by Forest Grove

For non-BPA owned meters not owned by Forest Grove, and excluding such in section 15.3.3 below, needed by BPA to forecast, plan, schedule and bill for power under this Agreement, Forest Grove shall make commercially reasonable efforts to arrange with the owner(s) of such meters for the meters to be operated, maintained and replaced, as necessary, for the measurements described above in sections 15.3.1(1) and 15.3.1(2) and for any Generating Resources listed in Exhibit A and Energy Storage Devices listed in Exhibit J that require metering.

If, at any time, it is determined that a non-BPA owned meter not owned by Forest Grove listed in Exhibit E is defective or inaccurate, then Forest Grove shall make commercially reasonable efforts to arrange with the owner of the meter to adjust, repair, or replace the meter, to provide accurate metering as soon as practical. To the extent possible, BPA may witness any meter tests on non-BPA owned meters not owned by Forest Grove listed in Exhibit E, consistent with Forest Grove's Network Operating Agreement, BPA's Metering Application Requirements, or their successors, or other agreements Forest Grove has with BPA as well as any applicable agreements Forest Grove may have with the owner of the meter.

15.3.3 Non-BPA Owned Meters Owned by a Third-Party Transmission Provider

For non-BPA owned meters owned by a Third-Party Transmission Provider for which BPA holds a transmission contract for service to Forest Grove load, the metering arrangements shall be between BPA and the Third-Party Transmission Provider.

15.4 New Meters

A separate agreement addressing the location, cost responsibility, access, maintenance, testing, and liability of the Parties with respect to new meters shall be between Forest Grove and Transmission Services.

All new and replaced meters installed by either Party shall meet the American National Standard Institute standards and the Requirements for Instrument Transformers, or their replacement as specified in BPA's applicable metering procedures and requirements posted to BPA's publicly accessible metering services website as of the date of installation.

15.5 Metering an NLSL

In addition to the provisions contained in this section 15, any loads that are monitored by BPA for an NLSL determination and any NLSLs shall be metered pursuant to section 20.3.3.

15.6 Metering Exhibit

The Parties shall provide meter data to one another as specified in section 17.3. BPA shall list Forest Grove's PODs, POMs, Interchange Points, as applicable, and related information in Exhibit E.

16. BILLING AND PAYMENT

16.1 Billing

BPA shall electronically bill Forest Grove monthly for all products and services, including any charges and credits incurred, provided during the preceding month(s). However, if electronic transmittal of the bill is not possible, then BPA shall mail a physical copy of the bill to Forest Grove. BPA may send Forest Grove an estimated bill prior to a final bill and may send subsequent revisions if needed. The Issue Date is the date BPA sends the bill to Forest Grove.

16.2 Payment

Forest Grove shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills, whether estimated or final, must be received by the 20th day after the Issue Date of the bill (Due Date). If the 20th day is a Saturday, Sunday, or federal holiday, then the Due Date is the next Business Day.

If Forest Grove has made payment on an estimated bill then:

- (1) if the amount of the final bill exceeds the amount of the estimated bill, then Forest Grove shall pay BPA the difference between the estimated bill and final bill by the final bill's Due Date; or
- (2) if the amount of the final bill is less than the amount of the estimated bill, then BPA shall pay Forest Grove the difference between the estimated bill and final bill by the 20th day after the final bill's Issue Date. If the 20th day is a Saturday, Sunday, or federal holiday, BPA shall pay the difference by the next Business Day.

16.3 Late Payments

If Forest Grove has not paid its bill in full by the Due Date, BPA shall apply a daily interest charge to any unpaid balance equal to the higher of:

- (1) the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) plus four percent, divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365.

16.4 Failure to Pay

If Forest Grove has not paid its bill in full by the Due Date, then BPA shall notify Forest Grove of nonpayment. Forest Grove shall have 45 calendar days after receipt of the written notice to cure its nonpayment by making

payment in full. If Forest Grove does not provide full payment within the 45-day cure period, then BPA shall send an additional written notice of nonpayment to Forest Grove. Forest Grove shall then have three Business Days after receipt of the additional written notice to provide payment. If Forest Grove has not provided payment within three Business Days after receipt of the additional written notice and BPA determines in its sole discretion that Forest Grove is unable to make the payments owed, then BPA may terminate this Agreement pursuant to section 23. Written notices sent under this section 16.4 must comply with section 1 of Exhibit I.

16.5 Disputed Bills

16.5.1 If Forest Grove disputes any portion of a charge or credit on Forest Grove's estimated or final bills, Forest Grove shall provide written notice to BPA with a copy of the bill noting the disputed amounts. Notwithstanding whether any portion of the bill is in dispute, Forest Grove shall pay the entire bill by the Due Date. This section 16.5.1 does not allow Forest Grove to challenge the validity of any BPA rate.

16.5.2 Unpaid amounts on a bill (including both disputed and undisputed amounts) are subject to the late payment charges provided above. Notice of a disputed charge on a bill does not constitute BPA's agreement that a valid claim under contract law has been stated.

16.5.3 If the Parties agree, or if after a final determination of a dispute pursuant to section 19, Forest Grove is entitled to a refund of any portion of the disputed amount, then BPA shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the first issue published during the month in which payment was due) divided by 365.

17. INFORMATION EXCHANGE AND CONFIDENTIALITY

17.1 General Requirements

Upon request, each Party shall provide the other Party any information that is necessary to administer this Agreement and to forecast Forest Grove's Total Retail Load, forecast BPA system load, comply with North American Electric Reliability Corporation (NERC) reliability standards, prepare bills, resolve billing disputes, administer Transfer Service, forecast and monitor large loads and NLSLs, and otherwise implement this Agreement. For example, this obligation includes, but is not limited to: (1) load and resource data relating to large loads and NLSLs; (2) transmission and power scheduling information; (3) load and resource metering information (such as customer system one-line and metering diagrams, loss factors, historical hourly load and resource data, etc.); and, (4) Energy Storage Device data.

In addition, Forest Grove shall provide information BPA requests about Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load for purposes of meeting: (1) BPA's statutory obligations under Section 7(b) of the Northwest Power Act and (2) regional resource adequacy programs and market participation.

The Parties shall make best efforts to provide information requested under this section 17.1 within the reasonable time frames specified in the requests. If Forest Grove fails to provide BPA with information Forest Grove is required to provide pursuant to this Agreement and the absence of such information makes it impossible for BPA to perform a calculation, make a determination, or take an action required under this Agreement, then BPA may suspend its obligation to perform such calculation, make such determination, or take such action until Forest Grove has provided such information to BPA.

17.2 Reports

17.2.1 Within 30 calendar days after final approval of Forest Grove's annual financial report and statements by Forest Grove's authorized officer, Forest Grove shall either e-mail them to BPA at kslf@bpa.gov or, if any of the information is publicly available, then Forest Grove shall notify BPA of its availability.

17.2.2 Within 30 calendar days after its submittal to the Energy Information Administration (EIA), or its successor, Forest Grove shall e-mail a copy of its Annual Form EIA-861 Reports to BPA at kslf@bpa.gov. If Forest Grove is not required to submit such reports to the EIA, then this requirement does not apply.

17.2.3 By November 30, 2028, and by November 30 each year thereafter, Forest Grove shall provide to the Pacific Northwest Utilities Conference Committee (PNUCC), or its successor, forecasted loads, Energy Storage Devices, and resources data to facilitate a region-wide assessment of loads and resources in a format, length of time, and level of detail specified in PNUCC's Northwest Regional Forecast Data Request.

After consultation with the Northwest Power and Conservation Council's (Council) Resource Adequacy Advisory Committee, or a successor, BPA may require Forest Grove to submit additional data to Council that BPA determines is necessary for the Council to perform a regional resource adequacy assessment.

The requirements of this section 17.2.3 are waived if Forest Grove: (1) purchases all the power to serve its Total Retail Load from BPA and (2) uses no Energy Storage Device(s) to serve its Total Retail Load.

Notwithstanding the above, in no event shall Forest Grove be obligated under this section 17.2.3 to provide PNUCC or the Council an unaggregated load forecast or other unaggregated data that is specific to an individual end-use consumer or potential end-use consumer of Forest Grove, including no obligation to provide the identities of such end-use consumers.

Forest Grove may require PNUCC or Council to execute a commercially reasonable non-disclosure agreement consistent with the terms of section 17.6 before providing such entities the data and information required pursuant to this section 17.2.3, as applicable.

- 17.2.4 If Forest Grove is required by applicable law, their transmission provider, or directive (i.e. utility board resolution) to prepare and publish long-term integrated resource plans or resource forecasts, then Power Services may request and Forest Grove shall provide Power Services with updated copies of such.

17.3 **Meter Data**

- 17.3.1 In accordance with section 15 and Exhibit E, the Parties shall notify each other of any changes to PODs, POMs, Interchange Points and related information for which each Party is responsible. Forest Grove shall ensure BPA has access to all data from load, Energy Storage Device, and resource meters that BPA determines are necessary to administer this Agreement including to forecast, plan, schedule, and bill under this Agreement. Access to these data shall be on a schedule agreed to by the Parties. Meter data include, but are not limited to: Forest Grove's actual amounts of energy used, expended, or stored for loads, resources, and Energy Storage Devices, and the physical attributes of Forest Grove's meters.

BPA shall provide Forest Grove access to and Forest Grove may view meter data from the meters listed in Exhibit E with an active Customer Portal agreement, or its successor.

- 17.3.2 Forest Grove consents to allow Power Services to receive the following information from Transmission Services and BPA's metering function: (1) Forest Grove's meter data, as specified in section 17.3.1, section 15, and Exhibit E, and (2) notification of outages or load shifts.

- 17.3.3 When the following events are planned to occur on Forest Grove's system that will affect the load measured by the meters listed in Exhibit E:

- (1) installation of a new meter,
- (2) changes or updates to an existing meter not owned by BPA,

- (3) any planned line or planned meter outages, and
- (4) any planned load shifts from one POD to another,

then Forest Grove shall provide BPA with advance notice by e-mailing BPA at mdm@bpa.gov and the contacts shown in section 1 of Exhibit I.

Forest Grove shall follow all applicable metering procedures and requirements posted to BPA's publicly accessible metering services website. Such requirements include, but are not limited to, specifying the number of required advanced days' notice for the events listed above.

This section 17.3.3 is not intended to apply to retail meters not listed in Exhibit E.

17.3.4 If an unplanned load shift or outage occurs, materially affecting the load measured by the meters listed in Exhibit E, then Forest Grove shall e-mail BPA at: (1) mdm@bpa.gov, and (2) the contacts shown in section 1 of Exhibit I within 72 hours after the event.

17.4 Data for Determining CHWM

Upon request, Forest Grove shall provide to BPA any load and resource information that BPA determines is reasonably necessary to calculate Forest Grove's CHWM. This may include historical load data not otherwise available to BPA and other data necessary to allow BPA to adjust for weather normalization.

17.5 Total Retail Load Forecast

By December 31, 2026, and by each December 31 of each Forecast Year, the Parties shall work together to determine and establish a forecast of Forest Grove's monthly energy and Forest Grove's system coincidental peak of Forest Grove's Total Retail Load for the upcoming ten Fiscal Years.

17.6 Transparency of Net Requirements Process

By July 31, 2028, and by July 31 of each Rate Case Year thereafter, BPA shall make the following information publicly available to Forest Grove and all other BPA regional utility customers with a CHWM:

- (1) Forest Grove's measured Total Retail Load data for the previous two Fiscal Years in monthly energy amounts and monthly customer-system peak amounts, and
- (2) Forest Grove's Dedicated Resources for the previous two Fiscal Years in monthly energy and peak amounts as listed in section 5 of Exhibit A.

Forest Grove waives all claims of confidentiality regarding the data described above.

17.7 Confidentiality

Before Forest Grove provides information to BPA that is confidential, or is otherwise subject to a privilege or nondisclosure, Forest Grove shall clearly designate such information as confidential. BPA shall notify Forest Grove as soon as practicable of any request received under the Freedom of Information Act (FOIA), or under any other federal law or court or administrative order, for any confidential information. BPA shall release such confidential information consistent with FOIA or if required by any other federal law or court or administrative order. BPA shall limit the use and dissemination of confidential information within BPA to employees who need it for purposes of administering this Agreement.

17.8 Resources Not Used to Serve Total Retail Load

Forest Grove shall list in section 6 of Exhibit A all Generating Resources Forest Grove owns that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1.000 megawatt of nameplate capability. At BPA's request, Forest Grove shall provide BPA with additional data if needed to verify the information listed in section 6 of Exhibit A.

18. UNCONTROLLABLE FORCES

18.1 A Party shall not be in breach of an obligation under this Agreement to the extent its failure to fulfill the obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control, and without the fault or negligence, of the Party claiming the Uncontrollable Force, that prevents that Party from performing its obligations under this Agreement and which that Party could not have avoided by the exercise of reasonable care, diligence and foresight. Uncontrollable Forces include each event listed below, to the extent it satisfies the foregoing criteria, but are not limited to these listed events:

- (1) any curtailment or interruption of firm transmission service on BPA's or a Third-Party Transmission Provider's System that prevents delivery of Firm Requirements Power sold under this Agreement to Forest Grove;
- (2) any failure of Forest Grove's distribution or transmission facilities that prevents Forest Grove from delivering power to end-users;
- (3) strikes, work stoppage, or terrorist acts;
- (4) floods, earthquakes, other natural disasters, epidemics, or pandemics; and
- (5) final orders or injunctions issued by a court or regulatory body having subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed,

suspended, or set aside pending review by a court having subject matter jurisdiction.

- 18.2 Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.
- 18.3 If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall:
- (1) promptly notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable;
 - (2) use commercially reasonable efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable;
 - (3) keep the other Party apprised of such efforts on an ongoing basis; and
 - (4) provide written notice of the resumption of performance.

Written notices sent under this section must comply with section 1 of Exhibit I.

- 18.4 The Parties shall keep each other apprised of the status of any Uncontrollable Force once invoked.

19. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted consistent with and governed by federal law. Forest Grove and BPA shall identify issue(s) in dispute arising out of this Agreement and make a good faith effort to negotiate a resolution of such disputes before either may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless the Parties engage in binding arbitration as provided for in this section 19, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

19.1 Judicial Resolution

Final actions subject to Section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Court of Appeals for the Ninth Circuit. Such final actions include, but are not limited to, the establishment

and the implementation of rates and rate methodologies. Any dispute regarding any rights or obligations of Forest Grove or BPA under any rate or rate methodology, or BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section 19, BPA policy means any written document adopted by BPA as a final action in a decision record or record of decision that establishes a policy of general application or makes a determination under an applicable statute or regulation. If BPA determines that a dispute is excluded from nonbinding arbitration under this section 19, then Forest Grove may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to nonbinding arbitration under this section 19.

19.2 Arbitration

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 19.1 above, shall be subject to arbitration, as set forth below.

Forest Grove may request that BPA engage in binding arbitration to resolve any dispute. If Forest Grove requests such binding arbitration and BPA determines in its sole discretion that binding arbitration of the dispute is appropriate under BPA's Binding Arbitration Policy or its successor, then BPA shall engage in such binding arbitration, provided that the remaining requirements of this section 19.2 and sections 19.3 and 19.4 are met. BPA may request that Forest Grove engage in binding arbitration to resolve any dispute. In response to BPA's request, Forest Grove may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 19.2 and sections 19.3 and 19.4 are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.

Nonbinding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 19.1 above and is not resolved via binding arbitration, unless Forest Grove notifies BPA that it does not wish to proceed with nonbinding arbitration.

19.3 Arbitration Procedure

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

19.4 Arbitration Remedies

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section 19. This shall not be interpreted to preclude the Parties from agreeing to limit the object of

arbitration to the determination of facts. Under no circumstances shall specific performance be an available remedy against BPA.

19.5 Finality

19.5.1 In binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

19.5.2 In nonbinding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to nonbinding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than 395 calendar days after the date the arbitration award was issued.

19.6 Arbitration Costs

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

20. STATUTORY PROVISIONS

20.1 Retail Rate Schedules

Forest Grove shall make its retail rate schedules available to BPA, as required by section 5(a) of the Bonneville Project Act, P.L. 75-329, within 30 calendar days of each of Forest Grove's retail rate schedule effective dates. This requirement may be satisfied by Forest Grove informing BPA of its public website where such information is posted and kept current.

20.2 Insufficiency and Allocations

If BPA determines, consistent with Section 5(b) of the Northwest Power Act and other applicable statutes, that it will not have sufficient resources on a planning basis to serve its loads after taking all actions required by applicable laws then BPA shall give Forest Grove a written notice that BPA may restrict service to Forest Grove. Such notice shall be consistent with BPA's insufficiency and allocations methodology, published in the Federal Register on March 20, 1996, and shall state the effective date of the restriction, the amount of Forest Grove's load to be restricted and the expected duration of the restriction. BPA shall not change that methodology without the written agreement of all public body, cooperative, federal agency

and investor-owned utility customers in the Region purchasing electric power from BPA under Section 5(b) of the Northwest Power Act. Such restriction shall take effect no sooner than five years after BPA provides notice to Forest Grove. If BPA imposes a restriction under this provision then the amount of Firm Requirements Power that BPA is obligated to provide and that Forest Grove is obligated to purchase pursuant to section 3 and Exhibit C shall be reduced to the amounts available under such allocation methodology for restricted service.

20.3 New Large Single Loads and CF/CTs

20.3.1 Customer Notice of Large Loads and Determination of an NLSL

Forest Grove shall provide reasonable notice to BPA of any expected increase in a single load that may qualify as a Potential NLSL, Planned NLSL, or NLSL.

Pursuant to this section 20.3, BPA shall determine if any load associated with a single facility that is capable of growing ten Average Megawatts or more in a consecutive 12-month period is a Potential NLSL or an NLSL. Pursuant to this section 20.3, the Parties shall determine if any load associated with a single facility is a Planned NLSL.

Forest Grove's Potential NLSLs, Planned NLSLs, and NLSLs shall be subject to monitoring as determined necessary by BPA. For the purposes of section 2.66, this section 20.3, and section 1 of Exhibit D, ten Average Megawatts in a consecutive 12-month monitoring period equates to 87,600,000 kilowatt-hours in any consecutive 12-month period with 365 days and 87,840,000 kilowatt-hours for any consecutive 12-month period with 366 days.

In accordance with BPA's NLSL Policy and the terms of this section 20.3, BPA may determine that a load is an NLSL as follows:

20.3.1.1 Pursuant to Section 3(13) of the Northwest Power Act, BPA shall determine an increase in production load to be an NLSL if any load associated with a new facility, an existing facility, or an expansion of an existing facility, which is not Contracted For, or Committed To (CF/CT), as determined by the Administrator, by a public body, cooperative, investor-owned utility, or federal agency customer prior to September 1, 1979, will result in an increase in power requirements of such customer of ten Average Megawatts or more in any consecutive 12-month period.

20.3.1.2 For the sole purpose of computing the increase in energy consumption between any two consecutive 12-month periods of comparison under this section 20.3.1, BPA shall determine

if the reductions in the end-use consumer's load associated with a facility during the first 12-month period of comparison are due to unusual events reasonably beyond the control of the end-use consumer, and, if so, BPA shall compute the energy consumption as if such reductions had not occurred.

20.3.1.3 The Parties may agree that the applicable increase in load of installed production equipment at a facility will equal or exceed ten Average Megawatts consumption over any 12 consecutive months and that such production load constitutes an NLSL. Any such agreement will be a binding NLSL determination, and BPA shall add the NLSL to section 1 of Exhibit D. Alternatively, the Parties may agree that the load at a facility is expected to become an NLSL during the facility's next consecutive 12-month monitoring period and that such load is a Planned NLSL. BPA shall add the Planned NLSL to section 1 of Exhibit D.

20.3.1.4 Unless the Parties agree pursuant to section 20.3.1.3 above, BPA shall determine whether a new load or an increase in existing load at a facility is an NLSL. If BPA determines that the load at a facility is an NLSL, then BPA shall notify Forest Grove and BPA shall add the NLSL to section 1 of Exhibit D if such is not already in Exhibit D after the facility determination pursuant to section 20.3.2.

20.3.1.5 BPA shall list Forest Grove's CF/CT loads, Potential NLSLs, Planned NLSLs, and NLSLs in section 1 of Exhibit D.

20.3.2 Determination of a Facility

BPA shall make a written determination as to what constitutes a single facility for the purpose of identifying an NLSL. BPA's determination will be made by applying some or all of the following criteria:

- (1) whether the load is operated by a single end-use consumer;
- (2) whether the load is in a single location;
- (3) whether the load serves a manufacturing process which produces a single product or type of product;
- (4) whether separable portions of the load are interdependent;
- (5) whether the load is separately metered from other loads;
- (6) whether the load is contracted for, served or billed as a single load under Forest Grove's customary billing and service policy or practices;

- (7) consideration of the facts from previous similar situations; and
- (8) any other factors the Parties determine to be relevant.

20.3.3 Access and Metering

Upon BPA request, Forest Grove shall provide physical access to its substations and other service locations where BPA needs to perform inspections or gather information for purposes of implementing Section 3(13) of the Northwest Power Act. Such BPA inspections may include but are not limited to those needed to make a facility, final NLSL, or CF/CT determination. Forest Grove shall coordinate with the end-use consumer to provide BPA, at reasonable times, physical access to inspect a facility for these purposes.

For any load that is monitored by BPA for an NLSL determination, and for any load at any facility that was determined by BPA to be an NLSL, BPA may, in its sole discretion, install BPA owned meters. If the Parties agree, Forest Grove may install meters meeting specifications BPA provides to Forest Grove. Forest Grove and BPA shall enter into a separate agreement for the location, ownership, cost responsibility, access, maintenance, testing, replacement and liability of the Parties with respect to such meters. Forest Grove shall coordinate with BPA and the end-use consumer to arrange for metering locations that allow accurate measurement of the load at a facility. Forest Grove shall arrange for BPA to have physical access to such meters and Forest Grove shall ensure BPA has access to all meter data for loads that are monitored under this section 20.3 and section 1 of Exhibit D that BPA determines are necessary to forecast, plan, schedule, and bill for power.

20.3.4 Billing for Large Loads Capable of Growing By More Than 10 aMW in 12-Month Monitoring Period

At the time a load starts to increase, if BPA does not determine that such increase in load is a Planned NLSL or an NLSL, then BPA shall bill Forest Grove for the increase in load at a facility at the applicable PF rates during any consecutive 12-month monitoring period.

If BPA later determines that the increase in load is an NLSL, then BPA shall revise Forest Grove's monthly bills from the monitoring period to reflect the difference between the assessed PF rates and the applicable NR Rates in effect for the monitoring period in which the increase takes place. Forest Grove shall pay the balance on each revised bill, which will include simple interest on the assessed amount. BPA shall compute simple interest on the assessed amount from the original Due Date of any bill that included days from the applicable monitoring period to the Due Date of the revised bill that will be issued. The daily interest rate shall equal the Prime Rate (as reported in the Wall Street Journal or successor publication in the

first issue published during the month in which the monitoring period began) divided by 365. After BPA's NLSL determination, Forest Grove shall make a service request or election for the NLSL pursuant to section 20.3.6.

If BPA concludes in its sole judgment that Forest Grove has not fulfilled its obligations, or has not been able to obtain access or information from the end-use consumer under this section 20.3, then BPA may determine any large load capable of growing ten Average Megawatts or more in a consecutive 12-month period or any Potential NLSL subject to monitoring to be an NLSL, in which case Forest Grove shall be billed and pay in accordance with the preceding paragraph. Such NLSL determination shall be final unless Forest Grove proves to BPA's satisfaction that the applicable increase in load did not equal or exceed ten Average Megawatts in any 12-month monitoring period.

20.3.5 Load Status at the End of the Consecutive 12-Month Monitoring Period

At the end of each consecutive 12-month monitoring period of a load at a facility, BPA will determine if the metered load at the facility has grown by ten Average Megawatts or more during the preceding consecutive 12-month monitoring period. To determine load growth for a facility determined to be a CF/CT, BPA will subtract the amount of firm energy contracted for, or committed for the facility, as stated in section 1 of Exhibit D, from the metered load at the facility for the preceding consecutive 12-month monitoring period.

20.3.5.1 Load Growth By 10 Average Megawatts or More

If the load at a facility has grown by ten Average Megawatts or more in the preceding consecutive 12-month monitoring period, then the facility is an NLSL. BPA shall notify Forest Grove of the NLSL designation and shall update section 1 of Exhibit D. Any future increases in the load shall be part of the NLSL.

20.3.5.2 Load Growth Less Than 10 Average Megawatts

If the load at a facility has grown by less than ten Average Megawatts in the preceding consecutive 12-month monitoring period, then BPA shall notify Forest Grove that the load remains a Potential NLSL or Planned NLSL, and BPA may continue to monitor the load growth in the subsequent consecutive 12-month monitoring period. BPA shall also determine if liquidated damages are applicable pursuant to section 1 of Exhibit D.

If the load at a facility has grown by less than ten Average Megawatts in the preceding consecutive 12-month monitoring period(s), then BPA will track the cumulative total load at

the facility from one monitoring period to the next. For purposes of this section 20.3 and section 1 of Exhibit D, the cumulative total load, including load increases and load reductions, from the prior 12-month monitoring period(s) will be referred to as the “Cumulative Prior Load”. At the end of each 12-month monitoring period, BPA shall update section 1 of Exhibit D with the amount of Forest Grove’s Cumulative Prior Load and include the amount of Cumulative Prior Load in the calculation of Forest Grove’s Firm Requirements Power eligible for service at BPA’s PF rates for the subsequent consecutive 12-month monitoring period.

20.3.5.3 Load at a Facility Included in Customer’s Firm Requirement Power

For purposes of this section 20.3 and section 1 of Exhibit D, the amount of Cumulative Prior Load of a Potential NLSL or Planned NLSL when BPA determines the facility to be an NLSL will be the fixed amount of Forest Grove’s load at a facility that BPA will include in its calculation of Forest Grove’s Firm Requirements Power eligible for service at BPA’s PF rates. BPA may adjust the fixed amount of Forest Grove’s load at a facility that BPA will include in its calculation of Forest Grove’s Firm Requirements Power eligible for service at BPA’s PF rates if Forest Grove’s load at the facility reduces by 10 aMW below the fixed amount.

Upon BPA’s determination that a monitored load is an NLSL, all measured amounts of such NLSL that exceed the load at the facility that is included in Forest Grove’s Firm Requirements Power calculation shall be part of Forest Grove’s NLSL, which will be served in accordance with this section 20.3 and section 1 of Exhibit D.

As applicable, BPA shall update the table in section 1.5.2 of Exhibit D with the fixed amount of load at the facility to be included in the calculation of Forest Grove’s Firm Requirements Power eligible for service at BPA’s PF rates.

20.3.6 Service Options for Planned NLSLs and NLSLs

Forest Grove may:

- (1) serve any Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts added to Exhibit A that are not already being used to serve Forest Grove’s Total Retail Load in the Region. If Forest Grove elects to serve its NLSL with Dedicated Resource or Consumer-Owned Resource Amounts, then such election shall be binding on Forest Grove for the remaining term of this Agreement; or

- (2) request to have BPA serve any Planned NLSL or NLSL at the applicable NR Rate consistent with section 20.3.7 below.

If Forest Grove serves any Planned NLSL or NLSL with Committed Power Purchase Amounts, then Forest Grove shall provide BPA with information necessary for BPA's compliance with regional resource adequacy planning requirements pursuant to section 22.1 and section 5 of Exhibit J.

If Forest Grove has existing Planned NLSLs or NLSLs as of the Effective Date of this Agreement, and if Forest Grove has not notified BPA which service option above it chooses for each applicable Planned NLSL or NLSL above by the start of the CHWM Load Process for FY 2029, then Forest Grove's default election for all such existing Planned NLSLs and NLSLs shall be consistent with section 20.3.6(1) above.

If Forest Grove changes its purchase obligation pursuant to section 11 of this Agreement, and (1) Forest Grove has requested and BPA has started an NLSL service study or (2) Forest Grove has Planned NLSLs or NLSLs served by BPA at the NR Rate, then BPA will assess future service for such Planned NLSLs or NLSLs on a case-by-case basis.

20.3.7 Request for NLSL Service Study, Summary Report, and NLSL Service Election

If Forest Grove would like BPA to serve a Planned NLSL or an NLSL at the NR Rate, then Forest Grove shall submit a written request to BPA for an NLSL service study no sooner than the Effective Date of this Agreement.

Forest Grove shall provide BPA all information requested by BPA necessary to study Forest Grove's Planned NLSL or NLSL. After BPA determines it has all necessary information, BPA shall conduct an NLSL service study that may last up to three years from the date of Forest Grove's request.

During the study period, BPA shall: (1) assess the ability of BPA to serve the Planned NLSL or NLSL with firm power and (2) periodically keep Forest Grove apprised of its study progress. BPA shall bill Forest Grove and Forest Grove shall pay all costs associated with the NLSL service study, including but not limited to staff time and third-party costs associated with completing a study.

Once BPA completes the NLSL service study, BPA will provide Forest Grove with the NLSL service study summary report for BPA to make power available to serve the NLSL with firm power at the NR Rate. The NLSL service study summary report will state the conditions of BPA making power available to serve the NLSL such as: the anticipated date BPA could provide power, costs arrangements, any

BPA resource acquisition needs, any additional information required, and any identified constraints that may be known.

Power Services will coordinate with Transmission Services to complete and implement any NLSL service study to identify anticipated timing of available transmission to incorporate any new resource acquisition into the FCRPS for any new resources Power Services forecasts. Coordination between Power Services, Transmission Services and Forest Grove is necessary to facilitate arrangements between Forest Grove and Transmission Services for delivery of Firm Requirements Power to Forest Grove to serve a Planned NLSL or an NLSL under Forest Grove's transmission service agreement with Transmission Services.

Within 90 calendar days of receipt of the NLSL service study summary report, Forest Grove shall elect in writing to: (1) have BPA serve the Planned NLSL or NLSL at the NR Rate starting on the date stated in the summary report and consistent with section 20.3.6(2) above; or (2) continue to serve the Planned NLSL or NLSL with non-federal resource(s) consistent with section 20.3.6(1) above. Such election shall be binding on Forest Grove for the remaining term of this Agreement.

If Forest Grove elects to have BPA serve the Planned NLSL or NLSL at the NR Rate, then the Parties will revise Exhibit D to include the terms and conditions of the NLSL service study summary report, including a provision for liquidated damages, or develop a stand-alone agreement with such terms.

20.3.8 Planned NLSL and NLSL Service During the Study Period and Until the NR Service Start Date

While BPA conducts an NLSL service study and until Forest Grove's elected service start date at the NR Rate, Forest Grove may serve its Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts consistent with section 20.3.6(1). BPA shall revise section 4 or 7.4 of Exhibit A to include such resources.

At any time while BPA is conducting an NLSL service study, Forest Grove may request BPA discontinue the NLSL service study and elect to serve the Planned NLSL or NLSL with Dedicated Resource or Consumer-Owned Resource amounts for the term of this Agreement. If a Planned NLSL becomes an NLSL during the NLSL study period, BPA shall update Exhibit D to reflect the change.

20.3.9 Submittal of Initial Forecast

If Forest Grove is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then by June 30 of each year, unless another date is agreed to by the Parties, Forest Grove shall provide BPA with forecasted energy amounts for

such resources for each Diurnal period and peak amounts for each month to serve any Planned NLSLs and NLSLs for the upcoming Fiscal Year. BPA shall use Forest Grove's initial forecast to determine the Dedicated Resource or Consumer-Owned Resource amounts required to serve the Planned NLSLs and NLSLs. However, if BPA determines Forest Grove's initial forecast to be unreasonable, then BPA may replace Forest Grove's initial forecast with a final forecast that BPA develops. If Forest Grove is serving any Planned NLSLs or NLSLs with Dedicated Resource or Consumer-Owned Resource amounts, then BPA shall revise section 4 or 7.4 of Exhibit A to state such amounts by September 1 of each year.

20.3.10 Consumer-Owned Resources Serving a Planned NLSL or an NLSL

20.3.10.1 Consumer-Owned Resources

Forest Grove's consumer may serve a Planned NLSL or an NLSL with a Consumer-Owned Resource if the following criteria are met:

- (1) the Consumer-Owned Resource and its expected generation amounts are indicated in section 7.4 of Exhibit A as serving a specific Planned NLSL or NLSL;
- (2) the Consumer-Owned Resource is physically located within Forest Grove's service territory;
- (3) the Consumer-Owned Resource is within the same Balancing Area Authority as the Planned NLSL or NLSL; and
- (4) the Consumer-Owned Resource is metered, regardless of nameplate size, and the meter data is communicated in accordance with section 15 and section 17 of the body of this Agreement.

If Forest Grove serves a Planned NLSL or an NLSL with a Consumer-Owned Resource, then Forest Grove may be required to purchase NR Support Services pursuant to requirements in the applicable Power Rate Schedules and GRSPs.

For purposes of determining Forest Grove's monthly power billing determinants, the load at a facility will be calculated by subtracting the actual generation from Forest Grove's Consumer-Owned Resource(s) identified in section 7.4 of Exhibit A from the metered hourly load of any Planned NLSL or NLSL listed in Exhibit D.

The generation from such Consumer-Owned Resources may not exceed the Planned NLSL or NLSL being served on any hour. BPA may adjust Forest Grove's power billing determinants to account for hourly excess Consumer-Owned Resource generation and may assess other charges or penalties in accordance with any applicable BPA Power Rate Schedules and GRSPs.

20.3.10.2 On-Site Renewable Resource/Cogeneration Exception

For purposes of this section 20.3.10.2, on-site means within the physical footprint of the NLSL facility as determined by BPA in the facility determination process.

Forest Grove may request to have BPA serve an NLSL at a PF equivalent rate, as established in the applicable 7(i) Process, if the following criteria are met:

- (1) Forest Grove's end use consumer applies an on-site renewable resource or on-site cogeneration resource to reduce the load at a facility, that is otherwise not eligible to be served at PF rates, to less than ten Average Megawatts in a consecutive 12-month period,
- (2) the on-site renewable resource or on-site cogeneration resource applied to the NLSL is behind Forest Grove's meter to the load at the facility, and
- (3) the on-site renewable resource or on-site cogeneration resource is continuously applied to serve the NLSL, consistent with BPA's NLSL Policy and BPA's Provider of Choice Contract Record of Decision (ROD), August 2025, as amended or replaced.

If Forest Grove meets the criteria above and BPA grants Forest Grove's request for the on-site renewable/cogeneration exception, then BPA shall: (1) list the Consumer-Owned Resource serving the NLSL in section 7.4 of Exhibit A and (2) revise section 1 of Exhibit D to add the on-site renewable resource or cogeneration facility and the requirements for such service.

20.4 Priority of Pacific Northwest Customers

The provisions of Sections 9(c) and 9(d) of the Northwest Power Act and the provisions of the Pacific Northwest Consumer Power Preference Act as amended by the Northwest Power Act, as implemented pursuant to BPA's 5(b)/9(c) Policy, are incorporated into this Agreement by reference. Forest Grove, together with other customers in the Region, shall have priority to electric power consistent with such provisions.

20.5 Prohibition on Resale

Forest Grove shall not resell Firm Requirements Power except to serve Forest Grove's Total Retail Load or as otherwise permitted by federal law.

20.6 Use of Regional Resources

20.6.1 Within 60 calendar days prior to the start of each Fiscal Year, Forest Grove shall provide notice to BPA of any firm power from Forest Grove's Generating Resources during its term, listed in Exhibit A that has been used to serve firm consumer load in the Region and that Forest Grove plans to export for sale outside the Region in the next Fiscal Year. Firm power includes firm energy and firm peaking capability.

BPA may request and Forest Grove shall provide within 30 calendar days of such request, additional information on Forest Grove's sales and dispositions of non-federal resources if BPA has information that Forest Grove may have made such an export and not notified BPA. BPA may request and Forest Grove shall provide within 30 calendar days of such request, information on the planned use of any or all of Forest Grove's Generating Resources.

During any Rate Period that Forest Grove has no purchase obligation for Firm Requirements Power under section 3, Forest Grove shall have no obligation to notify BPA of its exports under this section; provided, however, Forest Grove shall provide notification of all applicable exports in Rate Periods when it has a purchase obligation.

20.6.2 Forest Grove shall be responsible for monitoring any firm power from Generating Resources it sells in the Region to ensure such firm power is planned to be used to serve firm consumer load in the Region.

20.6.3 Subject to the 5(b)/9(c) Policy, if Forest Grove fails to report to BPA in accordance with section 20.6.1 above, any of its planned exports for sale outside the Region of firm power from a Generating Resource that has been used to serve firm consumer load in the Region, and BPA makes a finding that an export which was not reported was made, then BPA shall decrement the amount of its Firm Requirements Power sold under this Agreement by the amount and for the duration of the export that was not reported and by any continuing export amount. Decrements under the preceding sentence shall be first to power that would otherwise be provided at the applicable firm power rate, as determined by BPA. When applicable, such decrements shall be identified in section 3.2 of Exhibit A.

20.6.4 For purposes of this section 20.6, an export for sale outside the Region means a contract for the sale or disposition of firm power from a Generating Resource during its term that has been used to serve firm

consumer load in the Region, which contract will be performed in a manner that such output is no longer used or not planned to be used solely to serve firm consumer load in the Region. Delivery of firm power outside the Region under a seasonal exchange agreement that is made consistent with BPA's 5(b)/9(c) Policy will not be considered an export. Firm power from a Generating Resource used to serve firm consumer load in the Region means the firm generating or load carrying capability of a Generating Resource as established under the resource planning criteria generally used within the Region.

20.6.5 For purposes of this section 20.6, if Forest Grove has notified BPA that it will join and participate in an organized market using non-federal firm power produced by a Generating Resource dedicated to supply its Total Retail Load as identified in Exhibit A, then to the extent the organized market operates geographically both within and outside the Region, Forest Grove's participation in such market will not be considered an export outside the Region, provided Forest Grove's dedicated non-federal power obligation remains unchanged from the amount identified in Exhibit A. Forest Grove's participation in an organized market shall not increase the firm energy requirements of Forest Grove or other customers of the Administrator, as determined by the Administrator.

20.7 BPA Appropriations Refinancing

The Parties agree that the provisions of section 3201(i) of the Bonneville Power Administration Refinancing section of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (BPA Refinancing Act), P.L. 104-134, 110 Stat. 1321, 350, as stated in the United States Code on the Effective Date, are incorporated by reference and are a material term of this Agreement.

21. STANDARD PROVISIONS

21.1 Amendments

Except where this Agreement explicitly allows for one Party to unilaterally amend a provision or exhibit, no amendment of this Agreement shall be of any force or effect unless set forth in writing and signed by authorized representatives of each Party. Upon Forest Grove's request, and to the extent BPA determines it is practicable, BPA shall provide Forest Grove a reasonable opportunity to review any unilateral provision or exhibit revisions, or the data that will be input into an exhibit revision, prior to BPA making such unilateral revisions.

21.2 Entire Agreement and Order of Precedence

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement. The

body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.

21.3 Assignment

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld. Without limiting the foregoing, BPA's refusal to consent to assignment shall not be considered unreasonable if, in BPA's sole discretion: (1) the sale of power by BPA to the assignee would violate any applicable statute, or (2) such sale might adversely affect the tax-exempt status of bonds issued as part of an issue that finances or refinances the Columbia Generating Station or that such sale might limit the ability to issue future tax-exempt bonds to finance or refinance the Columbia Generating Station. Forest Grove may not transfer or assign this Agreement to any of its retail consumers.

21.4 No Third-Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

21.5 Waivers

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or of any other breach of this Agreement.

21.6 BPA Policies

Any reference in this Agreement to BPA policies, including any revisions, does not constitute agreement of Forest Grove to such policy by execution of this Agreement, nor shall it be construed to be a waiver of the right of Forest Grove to seek judicial review of any such policy.

21.7 Rate Covenant and Payment Assurance

Forest Grove agrees that it shall establish, maintain and collect rates or charges sufficient to assure recovery of its costs for power and energy and other services, facilities and commodities sold, furnished or supplied by it through any of its electric utility properties. BPA may require additional forms of payment assurance if: (1) BPA determines that such rates and charges may not be adequate to provide revenues sufficient to enable Forest Grove to make the payments required under this Agreement, or (2) BPA identifies in a letter to Forest Grove that BPA has other reasonable grounds to conclude that Forest Grove may not be able to make the payments required under this Agreement. If Forest Grove does not provide payment assurance satisfactory to BPA, then BPA may terminate this Agreement. Written notices sent under this section must comply with section 1 of Exhibit I.

- 21.8 Procedure in the Event of Federal Base System Resource Loss**
BPA shall provide notice to Forest Grove if BPA expects the loss of Federal Base System Resource, as defined in Section 3(10) of the Northwest Power Act, that: (1) is in excess of 450 aMW in a single year and is expected to last for a period of five or more years, and (2) the replacement cost of which would be included in the Tier 1 Cost Pool.

BPA shall conduct a public process to discuss targeted policy and CHWM Contract amendments if, within 30 calendar days of such notice provided in this section 21.8, a majority of CHWM Contract customers, or their representatives, indicate in writing to BPA the customer's support to open a public process to discuss targeted policy and contract amendments. For purposes of calculating utility count under this section, JOE Members will be counted individually.

22. PARTICIPATION IN WRAP

BPA is participating in the Western Resource Adequacy Program (WRAP) with its first binding season occurring prior to October 1, 2028. If BPA ceases to participate in WRAP, then BPA shall provide advance notice to Forest Grove of the date that BPA's participation will end.

The remainder of this section 22 will not apply if BPA is not participating in WRAP.

22.1 Responsibilities and Provision of Information Necessary for WRAP Participation

BPA shall be solely responsible for fulfilling its contractual obligations to WRAP and shall provide WRAP with any necessary data regarding Forest Grove's load and resources in compliance with WRAP requirements. Consistent with this section 22, section 17, and section 5 of Exhibit J, Forest Grove shall provide BPA with any necessary and requested information, forecasts, and attestations associated with Forest Grove's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load.

22.1.1 By October 1, 2027, BPA shall notify Forest Grove of its preferred mode of communication for WRAP-related information.

22.1.2 BPA may request a signed Joint Contract Accreditation Form (JCAF) from Forest Grove for any Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load relevant to the WRAP. Forest Grove shall provide BPA with a signed JCAF(s) no later than 30 calendar days following such request and by the dates established in section 5 of Exhibit J. JCAFs provided under this section shall comply with the requirements of WRAP and shall be updated as appropriate to meet WRAP requirements.

22.2 WRAP-Related Charges Under a Sharing Event

If BPA incurs any charges from WRAP attributed to Forest Grove's Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load, then BPA shall pass through such charges, or the portion of such charges

related to Forest Grove's resources, to Forest Grove, subject to the terms of section 5 of Exhibit J.

If BPA does not incur a charge from the WRAP entity but does incur a WRAP-related cost attributed to Forest Grove's Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load, then BPA may assess a charge pursuant to BPA's applicable Power Rate Schedules and GRSPs and as established in a 7(i) Process.

22.3 WRAP and Resource-Related Exhibit Revisions

By June 30, 2027, Forest Grove and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section 22. Such revision may include terms and conditions such as, but not limited to: BPA's preferred mode of communication, Forest Grove notices relevant to WRAP, pass through charges for resources (subject to the limitations in section 22.2 above), terms related to JCAs, load exclusions, and any other terms necessary to facilitate BPA's participation in WRAP.

In addition, if after June 30, 2027 Forest Grove elects to apply a Dedicated Resources or Consumer-Owned Resources serving On-Site Consumer Load to load for the first time, then Forest Grove and BPA shall review and make any necessary revisions to Exhibit J to adjust the terms and conditions to implement this section 22.

22.4 Load Exclusions

For purposes of this section 22, "load exclusion" means a distinct and separately metered load of Forest Grove for which BPA is not the exclusive wholesale provider and that is excluded from BPA's WRAP participation.

Forest Grove's request for a load exclusion, and BPA's decision of whether to allow such load exclusion, shall be pursuant to section 5 of Exhibit J.

23. FUTURE AMENDMENT FOR DAY-AHEAD MARKET IMPLEMENTATION

If BPA decides, or has decided, to join a day-ahead market to serve Forest Grove's load, then BPA shall conduct a public process to discuss implementation details of BPA's decision and work with customers to determine: (1) any necessary amendments to the Provider of Choice power sales agreements, including any necessary to align with an updated Transmission Services tariff and settlements under an organized market, and (2) the anticipated timeline for executing such amendments. Such public process shall not be construed as reconsideration of BPA's market decision. Any amendments negotiated during such public process shall be limited to those necessary to implement a day-ahead market and shall not be conditioned by either Party on modification to any other provision under this Agreement not related to implementing a day-ahead market. Following the conclusion of such public process, BPA shall issue the final amendment template and, based on the agreed-upon timeline, prepare and offer Forest Grove a contract amendment using the amendment template. Forest Grove's agreement to such amendment consistent with this section 23 shall not be unreasonably withheld.

Following BPA joining a day-ahead market to serve Forest Grove's load and the Parties amend this Agreement pursuant to this section 23, BPA shall also conduct a public process on the topic of settlements for the Slice Product in the day-ahead market that BPA joins.

24. TERMINATION

BPA may terminate this Agreement if:

- (1) Forest Grove fails to make payment as required by section 16.4, or
- (2) Forest Grove fails to provide payment assurance satisfactory to BPA as required by section 21.7.

Such termination is without prejudice to any other remedies available to BPA under law.

25. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

CITY OF FOREST GROVE

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____

By _____

Name Jesse VanderZanden
(Print/Type)

Name Lindsay A. Bleifuss
(Print/Type)

Title City Manager

Title Account Executive

Date _____

Date _____

(PSW:\Contracts\POC\Forest Grove 25035\POC Contract\FG_25035_Body_Final.docx) 09/18/25

Exhibit A

NET REQUIREMENTS AND RESOURCES

1. NET REQUIREMENTS

BPA shall establish Forest Grove's Net Requirement based on its Total Retail Load minus: (1) Forest Grove's Dedicated Resources determined pursuant to section 3.3 of the body of this Agreement and listed in sections 2, 3, and 4 of this exhibit, and (2) Consumer-Owned Resources determined pursuant to section 3.6 of the body of this Agreement and listed in sections 7.1, 7.3, and 7.4 of this exhibit. The Parties shall not add or remove resource amounts to change Forest Grove's purchase obligations from BPA under section 3.1 of the body of this Agreement except in accordance with sections 3.4.2, 3.5, 3.6 and 10 of the body of this Agreement.

2. LIST OF SPECIFIED RESOURCES

All of Forest Grove's Specified Resources are listed below.

2(1) Priest Rapids

(A) Special Provisions

Historically, the Canadian Entitlement Allocation Extension Agreements (CEAEAs) governed the processes by which the non-federal Mid-Columbia dam owners were authorized to use improved streamflow brought about by Canadian storage. The CEAEAs, which apply to Wells, Rocky Reach, Rock Island, Wanapum, and Priest Rapids hydro projects, expired on September 15, 2024. As of the Effective Date, new arrangements authorizing the use of improved streamflow by the non-federal Mid-Cs have not been finalized. BPA is reflecting Forest Grove's obligations to Canada in this Agreement as zero in the table below. If new arrangements are finalized, BPA will enter the finalized values in a new table in section 2. Entered values shall be for future months only. Values shown for months prior to the date Exhibit A is revised shall not be changed.

(B) Resource Profile

Fuel Type	Date Resource Dedicated to Load	Date of Resource Removal	Percent of Resource Used to Serve Load	Nameplate Capability (MW)	Delivery Plan
Hydro	9/1/1977	N/A	0.42%	955.6	BPAT

Statutory Status		Resource Status		Applied to Tier 1 Allowance Amount		RSS		Dispatchable	
5b1A	5b1B	Existing	New	Yes	No	Yes	No	Yes	No
X		X			X			X	
Note: Fill in the table above with "X"s.									

(C) Specified Resource Amounts

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	658	701	868	772	585	519	324	640	793	588	721	551	1.577
LLH (MWh)	518	563	746	608	439	373	259	504	579	506	521	482	1.578
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2030													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	683	701	868	772	585	499	337	640	762	612	721	551	1.574
LLH (MWh)	493	563	746	608	439	393	246	504	610	482	521	482	1.582
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2031													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	683	701	868	772	585	499	337	640	762	612	694	574	1.573
LLH (MWh)	493	563	746	608	439	393	246	504	610	482	548	459	1.583
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2032													
Total (MWh)	1,176	1,264	1,614	1,380	1,060	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	683	673	902	772	585	519	337	615	793	612	694	574	1.574
LLH (MWh)	493	591	712	608	475	373	246	529	579	482	548	459	1.581
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2033													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	658	701	902	742	585	519	337	615	793	588	721	574	1.575
LLH (MWh)	518	563	712	638	439	373	246	529	579	506	521	459	1.581
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2034													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	658	701	902	742	585	519	324	640	793	588	721	574	1.577
LLH (MWh)	518	563	712	638	439	373	259	504	579	506	521	459	1.578
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2035													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	658	701	868	772	585	519	324	640	793	588	721	551	1.577
LLH (MWh)	518	563	746	608	439	373	259	504	579	506	521	482	1.578
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2036													
Total (MWh)	1,176	1,264	1,614	1,380	1,060	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	683	701	868	772	609	499	337	640	762	612	694	574	1.573
LLH (MWh)	493	563	746	608	451	393	246	504	610	482	548	459	1.583
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2037													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	683	673	902	772	585	499	337	615	793	612	694	574	1.576
LLH (MWh)	493	591	712	608	439	393	246	529	579	482	548	459	1.580
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2038													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	683	673	902	742	585	519	337	615	793	612	694	574	1.573
LLH (MWh)	493	591	712	638	439	373	246	529	579	482	548	459	1.582
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2039													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	658	701	902	742	585	519	337	615	793	588	721	574	1.575
LLH (MWh)	518	563	712	638	439	373	246	529	579	506	521	459	1.581
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2040													
Total (MWh)	1,176	1,264	1,614	1,380	1,060	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	658	701	902	742	609	519	324	640	793	588	721	551	1.577
LLH (MWh)	518	563	712	638	451	373	259	504	579	506	521	482	1.577
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2041													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	683	701	868	772	585	499	337	640	762	612	721	551	1.574
LLH (MWh)	493	563	746	608	439	393	246	504	610	482	521	482	1.582
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2042													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	683	701	868	772	585	499	337	640	762	612	694	574	1.573
LLH (MWh)	493	563	746	608	439	393	246	504	610	482	548	459	1.583
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2043													
Total (MWh)	1,176	1,264	1,614	1,380	1,024	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	683	673	902	772	585	499	337	615	793	612	694	574	1.576
LLH (MWh)	493	591	712	608	439	393	246	529	579	482	548	459	1.580
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Fiscal Year 2044													
Total (MWh)	1,176	1,264	1,614	1,380	1,060	892	583	1,144	1,372	1,094	1,242	1,033	1.577
HLH (MWh)	683	673	902	742	609	519	337	615	793	588	721	574	1.574
LLH (MWh)	493	591	712	638	451	373	246	529	579	506	521	459	1.581
Peak (MW)	2.6	2.6	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	3.2	N/A
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.													

2(2) Wanapum

(A) Special Provisions

Historically, the Canadian Entitlement Allocation Extension Agreements (CEAEAs) governed the processes by which the non-federal Mid-Columbia dam owners were authorized to use improved streamflow brought about by Canadian storage. The CEAEAs, which apply to Wells, Rocky Reach, Rock Island, Wanapum, and Priest Rapids hydro projects, expired on September 15, 2024. As of the Effective Date, new arrangements authorizing the use of improved streamflow by the non-federal Mid-Cs have not been finalized. BPA is

reflecting Forest Grove's obligations to Canada in this Agreement as zero in the table below. If new arrangements are finalized, BPA will enter the finalized values in a new table in section 2. Entered values shall be for future months only. Values shown for months prior to the date Exhibit A is revised shall not be changed.

(B) **Resource Profile**

Fuel Type	Date Resource Dedicated to Load	Date of Resource Removal	Percent of Resource Used to Serve Load	Nameplate Capability (MW)	Delivery Plan
Hydro	9/1/1977	N/A	0.42%	1038.0	BPAT

Statutory Status		Resource Status		Applied to Tier 1 Allowance Amount		RSS		Dispatchable	
5b1A	5b1B	Existing	New	Yes	No	Yes	No	Yes	No
X		X			X			X	

Note: Fill in the table above with "X"s.

(C) **Specified Resource Amounts**

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	597	650	828	719	535	480	332	619	930	784	866	494	1.600
LLH (MWh)	470	521	713	567	402	345	265	488	680	675	625	433	1.600
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2030													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	620	650	828	719	535	462	345	619	894	816	866	494	1.598
LLH (MWh)	447	521	713	567	402	363	252	488	716	643	625	433	1.603
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2031													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	620	650	828	719	535	462	345	619	894	816	834	515	1.595
LLH (MWh)	447	521	713	567	402	363	252	488	716	643	657	412	1.606
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2032													
Total (MWh)	1,067	1,171	1,541	1,286	971	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	620	624	862	719	536	480	345	595	930	816	834	515	1.598
LLH (MWh)	447	547	679	567	435	345	252	512	680	643	657	412	1.602
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2033													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	597	650	862	691	535	480	345	595	930	784	866	515	1.598
LLH (MWh)	470	521	679	595	402	345	252	512	680	675	625	412	1.603
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2034													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	597	650	862	691	535	480	332	619	930	784	866	515	1.600
LLH (MWh)	470	521	679	595	402	345	265	488	680	675	625	412	1.600
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2035													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	597	650	828	719	535	480	332	619	930	784	866	494	1.600
LLH (MWh)	470	521	713	567	402	345	265	488	680	675	625	433	1.600
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2036													
Total (MWh)	1,067	1,171	1,541	1,286	971	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	620	650	828	719	558	462	345	619	894	816	834	515	1.595
LLH (MWh)	447	521	713	567	413	363	252	488	716	643	657	412	1.606
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2037													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	620	624	862	719	535	462	345	595	930	816	834	515	1.600
LLH (MWh)	447	547	679	567	402	363	252	512	680	643	657	412	1.601
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2038													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	620	624	862	691	535	480	345	595	930	816	834	515	1.598
LLH (MWh)	447	547	679	595	402	345	252	512	680	643	657	412	1.604
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2039													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	597	650	862	691	535	480	345	595	930	784	866	515	1.598
LLH (MWh)	470	521	679	595	402	345	252	512	680	675	625	412	1.603
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2040													
Total (MWh)	1,067	1,171	1,541	1,286	971	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	597	650	862	691	558	480	332	619	930	784	866	494	1.601
LLH (MWh)	470	521	679	595	413	345	265	488	680	675	625	433	1.598
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2041													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	620	650	828	719	535	462	345	619	894	816	866	494	1.598
LLH (MWh)	447	521	713	567	402	363	252	488	716	643	625	433	1.603
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2042													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	620	650	828	719	535	462	345	619	894	816	834	515	1.595
LLH (MWh)	447	521	713	567	402	363	252	488	716	643	657	412	1.606
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Fiscal Year 2043													
Total (MWh)	1,067	1,171	1,541	1,286	937	825	597	1,107	1,610	1,459	1,491	927	1.600
HLH (MWh)	620	624	862	719	535	462	345	595	930	816	834	515	1.600
LLH (MWh)	447	547	679	567	402	363	252	512	680	643	657	412	1.601
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A

Specified Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2044													
Total (MWh)	1,067	1,171	1,541	1,286	971	825	597	1,107	1,610	1,459	1,491	927	1,600
HLH (MWh)	620	624	862	691	558	480	345	595	930	784	866	515	1,597
LLH (MWh)	447	547	679	595	413	345	252	512	680	675	625	412	1,603
Peak (MW)	3.7	3.7	3.9	3.9	3.9	3.8	3.3	3.3	3.3	3.3	3.4	3.8	N/A
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.													

3. COMMITTED POWER PURCHASE AMOUNTS

3.1 Committed Power Purchase Amounts Used to Serve Total Retail Load

3.1.1 Shape of Committed Power Purchase Amounts

BPA shall calculate Forest Grove's Committed Power Purchase Amounts using the Flat Annual Shape monthly shape and the selected Diurnal shape listed below. BPA shall update the table below consistent with section 3.4.2 of the body of this Agreement.

Shape of Committed Power Purchase Amounts		
Monthly Shape	Diurnal Shape Choice	
Flat Annual Shape	HLH Diurnal Shape	Flat Within-Month Shape
X		X
X		X
X		X
X		X

3.1.2 Committed Power Purchase Amounts

Forest Grove does not have any Committed Power Purchase Amounts at this time.

3.2 Committed Power Purchase Amounts for 9(c) Export Decrements

Forest Grove does not have any Committed Power Purchase Amounts for 9(c) export decrements at this time.

4. DEDICATED RESOURCE AMOUNTS USED TO SERVE PLANNED NLSLs AND NLSLs

Forest Grove does not have any Dedicated Resource amounts serving a Planned NLSL or an NLSL at this time, in accordance with sections 3.5.8 and 20.3 of the body of this Agreement.

5. TOTAL DEDICATED RESOURCE AMOUNTS

The amounts in the table below equal the sum of all Dedicated Resource amounts used to serve Forest Grove's Total Retail Load listed above in sections 2, 3, and 4.

Total Dedicated Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2029													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,255	1,351	1,696	1,491	1,120	999	656	1,259	1,723	1,372	1,587	1,045	3.177
LLH (MWh)	988	1,084	1,459	1,175	841	718	524	992	1,259	1,181	1,146	915	3.179
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2030													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,303	1,351	1,696	1,491	1,120	961	682	1,259	1,656	1,428	1,587	1,045	3.172
LLH (MWh)	940	1,084	1,459	1,175	841	756	498	992	1,326	1,125	1,146	915	3.185
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2031													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,303	1,351	1,696	1,491	1,120	961	682	1,259	1,656	1,428	1,528	1,089	3.169
LLH (MWh)	940	1,084	1,459	1,175	841	756	498	992	1,326	1,125	1,205	871	3.189
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2032													
Total (MWh)	2,243	2,435	3,155	2,666	2,031	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.177
HLH (MWh)	1,303	1,297	1,764	1,491	1,121	999	682	1,210	1,723	1,428	1,528	1,089	3.173
LLH (MWh)	940	1,138	1,391	1,175	910	718	498	1,041	1,259	1,125	1,205	871	3.182
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2033													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,255	1,351	1,764	1,433	1,120	999	682	1,210	1,723	1,372	1,587	1,089	3.173
LLH (MWh)	988	1,084	1,391	1,233	841	718	498	1,041	1,259	1,181	1,146	871	3.184
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2034													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,255	1,351	1,764	1,433	1,120	999	656	1,259	1,723	1,372	1,587	1,089	3.178
LLH (MWh)	988	1,084	1,391	1,233	841	718	524	992	1,259	1,181	1,146	871	3.178
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2035													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,255	1,351	1,696	1,491	1,120	999	656	1,259	1,723	1,372	1,587	1,045	3.177
LLH (MWh)	988	1,084	1,459	1,175	841	718	524	992	1,259	1,181	1,146	915	3.179
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2036													
Total (MWh)	2,243	2,435	3,155	2,666	2,031	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.177
HLH (MWh)	1,303	1,351	1,696	1,491	1,167	961	682	1,259	1,656	1,428	1,528	1,089	3.168
LLH (MWh)	940	1,084	1,459	1,175	864	756	498	992	1,326	1,125	1,205	871	3.189
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2037													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,303	1,297	1,764	1,491	1,120	961	682	1,210	1,723	1,428	1,528	1,089	3.175
LLH (MWh)	940	1,138	1,391	1,175	841	756	498	1,041	1,259	1,125	1,205	871	3.181
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A

Total Dedicated Resource Amounts													
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	annual aMW
Fiscal Year 2038													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,303	1,297	1,764	1,433	1,120	999	682	1,210	1,723	1,428	1,528	1,089	3.171
LLH (MWh)	940	1,138	1,391	1,233	841	718	498	1,041	1,259	1,125	1,205	871	3.186
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2039													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,255	1,351	1,764	1,433	1,120	999	682	1,210	1,723	1,372	1,587	1,089	3.173
LLH (MWh)	988	1,084	1,391	1,233	841	718	498	1,041	1,259	1,181	1,146	871	3.184
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2040													
Total (MWh)	2,243	2,435	3,155	2,666	2,031	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.177
HLH (MWh)	1,255	1,351	1,764	1,433	1,167	999	656	1,259	1,723	1,372	1,587	1,045	3.178
LLH (MWh)	988	1,084	1,391	1,233	864	718	524	992	1,259	1,181	1,146	915	3.175
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2041													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,303	1,351	1,696	1,491	1,120	961	682	1,259	1,656	1,428	1,587	1,045	3.172
LLH (MWh)	940	1,084	1,459	1,175	841	756	498	992	1,326	1,125	1,146	915	3.185
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2042													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,303	1,351	1,696	1,491	1,120	961	682	1,259	1,656	1,428	1,528	1,089	3.169
LLH (MWh)	940	1,084	1,459	1,175	841	756	498	992	1,326	1,125	1,205	871	3.189
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2043													
Total (MWh)	2,243	2,435	3,155	2,666	1,961	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.178
HLH (MWh)	1,303	1,297	1,764	1,491	1,120	961	682	1,210	1,723	1,428	1,528	1,089	3.175
LLH (MWh)	940	1,138	1,391	1,175	841	756	498	1,041	1,259	1,125	1,205	871	3.181
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Fiscal Year 2044													
Total (MWh)	2,243	2,435	3,155	2,666	2,031	1,717	1,180	2,251	2,982	2,553	2,733	1,960	3.177
HLH (MWh)	1,303	1,297	1,764	1,433	1,167	999	682	1,210	1,723	1,372	1,587	1,089	3.171
LLH (MWh)	940	1,138	1,391	1,233	864	718	498	1,041	1,259	1,181	1,146	871	3.185
Peak (MW)	6.3	6.3	7.1	7.1	7.1	7.0	6.5	6.5	6.5	6.5	6.6	7.0	N/A
Note: Fill in the table above with megawatt-hours rounded to whole megawatt-hours, with megawatts rounded to one decimal place, and annual Average Megawatts rounded to three decimal places.													

6. LIST OF RESOURCES NOT USED TO SERVE TOTAL RETAIL LOAD

Pursuant to section 17 of the body of this Agreement, Forest Grove does not own any Generating Resources that are: (1) not Specified Resources listed in section 2 of Exhibit A, and (2) greater than 1.000 megawatt of nameplate capability.

7. LIST OF CONSUMER-OWNED RESOURCES

7.1 Consumer-Owned Resources Serving On-Site Consumer Load

Pursuant to section 3.6 of the body of this Agreement, Forest Grove does not have any Consumer-Owned Resources serving On-Site Consumer Load at this time.

7.2 Consumer-Owned Resources Serving Load Other than On-Site Consumer Load

Pursuant to section 3.6 of the body of this Agreement, Forest Grove does not have any Consumer-Owned Resources serving load other than On-Site Consumer Load at this time.

7.3 Consumer-Owned Resources Serving Both On-Site Consumer Load and Load Other than On-Site Consumer Load

Pursuant to section 3.6 of the body of this Agreement, Forest Grove does not have any Consumer-Owned Resources serving both On-Site Consumer Load and load other than On-Site Consumer Load at this time.

7.4 Consumer-Owned Resources Serving Planned NLSL or NLSL

Pursuant to section 20.3.10 of the body of this Agreement, Forest Grove does not have any Consumer-Owned Resources serving a Planned NLSL or an NLSL at this time.

8. TABLES FOR HLH DIURNAL SHAPE

8.1 Specified Resources

If Forest Grove elects the HLH Diurnal Shape for its Specified Resources, then Forest Grove shall fill in a table with monthly LLH and HLH amounts for each year of the upcoming Rate Period for each Specified Resource. The monthly LLH and HLH distributions shall be the same across all years of a Rate Period. Forest Grove shall submit the tables to BPA when Forest Grove makes its reshaping elections. BPA shall update the appropriate Dedicated Resource amounts pursuant to Forest Grove's submitted elections and consistent with section 3.4.2 of the body of this Agreement.

8.2 Committed Power Purchase Amounts

If Forest Grove elects the HLH Diurnal Shape for its Committed Power Purchase Amounts, then Forest Grove shall submit to BPA in writing its elected ratios of megawatt-hours per hour in HLH to megawatt-hours per hour in LLH by October 31 of a Rate Case Year. Forest Grove shall submit to BPA twelve monthly ratios and such monthly ratios shall apply for all years of the corresponding Rate Period. BPA shall update the table below pursuant to Forest Grove's submitted elections and consistent with section 3.4.2 of the body of this Agreement. BPA shall calculate Forest Grove's Committed Power Purchase Amounts using the ratios in the table below.

HLH Diurnal Shape for Committed Power Purchase Amounts												
Rate Period	HLH to LLH Ratios (HLH:LLH)											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY 2029 – FY 2030												
FY 2031 – FY 2032												
FY 2033 – FY 2034												
FY 2035 – FY 2036												
FY 2037 – FY 2038												
FY 2039 – FY 2040												
FY 2041 – FY 2042												
FY 2043 – FY 2044												

9. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Forest Grove’s elections regarding the application and use of all resources owned by Forest Grove and Forest Grove’s retail consumers and (2) BPA’s determinations relevant to this exhibit and made in accordance with this Agreement. All other changes to this Exhibit A will be made by mutual agreement of the Parties.

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Exhibit B
CONTRACT HIGH WATER MARKS

1. CONTRACT HIGH WATER MARK (CHWM)

1.1 CHWM Amount

By September 30, 2026, BPA shall fill in the table below with Forest Grove's CHWM. Once established, BPA may only adjust Forest Grove's CHWM as permitted pursuant to section 1.2 of this exhibit.

CHWM (annual aMW) ^{1/}:	
Note: BPA shall round the number in the table above to three decimal places.	
^{1/} CHWM amount effective October 1, 2028.	

1.2 CHWM Adjustments

BPA shall determine any adjustments to Forest Grove's CHWM pursuant to this section 1.2. BPA shall notify Forest Grove of any adjustments and the date such adjustment will be effective.

1.2.1 Corrections for NLSLs

If after BPA establishes Forest Grove's CHWM pursuant to section 7 of the body of this Agreement, BPA determines that a load included in Forest Grove's Total Retail Load in the CHWM calculation was an NLSL or became an NLSL in FY 2023, then BPA shall adjust Forest Grove's CHWM by removing the FY 2023 load associated with the NLSL from Forest Grove's weather normalized Total Retail Load. BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide Forest Grove written notice of the CHWM adjustment and its effective date, and will provide Forest Grove with a revised Exhibit B. In the event of an adjustment, and subject to any applicable statute of limitations, Forest Grove shall pay any charges calculated by BPA to account for the ineligible PF rate purchases dating back to October 1, 2028.

1.2.2 Annexed Load

If Forest Grove annexes load from a utility that has a CHWM Contract, then BPA shall increase Forest Grove's CHWM in an amount determined as follows:

- (1) If Forest Grove and the other utility involved in the annexation agree on the amount of the CHWM transfer to Forest Grove, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If Forest Grove and the other utility cannot agree on the amount of the CHWM transfer to Forest Grove, or if BPA determines the amount agreed to in section 1.2.2(1) of this exhibit is unreasonable, then BPA shall calculate the amount

of Forest Grove's CHWM transfer using the following formula; provided however that BPA may adjust the calculated amount to reflect (A) the division of Dedicated Resources between the utilities and (B) other pertinent information provided by Forest Grove and the other utility:

$$\left[\frac{\text{Annexed Load minus annexed NLSLs, if any}}{\text{Other utility's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[\text{Other utility's pre-annexation CHWM} \right]$$

In no event shall the total CHWM amount of Forest Grove and the other utility after the transfer exceed the total CHWM amount of Forest Grove and the other utility prior to the transfer.

BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM which will be effective on the date that Forest Grove begins service to the Annexed Load.

1.2.3 **Ceded Load**

If another utility with a CHWM Contract annexes load of Forest Grove, then BPA shall reduce Forest Grove's CHWM in an amount determined as follows:

- (1) If Forest Grove and the other utility involved in the annexation agree on the amount of the CHWM transfer to the other utility, then BPA shall adopt that amount if BPA determines such amount is reasonable.
- (2) If Forest Grove and the other utility cannot agree on the amount of the CHWM transfer to the other utility, or if BPA determines the amount agreed to in section 1.2.3(1) of this exhibit is unreasonable, then BPA will calculate the amount of Forest Grove CHWM transfer using the following formula; provided however, BPA may adjust the calculated amount to reflect (A) the division of Dedicated Resources between the utilities and (B) other pertinent information advanced by Forest Grove and the other utility:

$$\left[\frac{\text{Annexed Load minus annexed NLSLs, if any}}{\text{Forest Grove's pre-annexation Total Retail Load minus total NLSLs, if any}} \right] \times \left[\text{Forest Grove's pre-annexation CHWM} \right]$$

In no event shall the total CHWM amount of Forest Grove and the other utility after the transfer exceed the total CHWM amount of Forest Grove and the other utility prior to the transfer.

BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM which will be effective on the date that the annexing utility begins service to the Annexed Load.

1.2.4 Court Order on Annexation

BPA shall adjust Forest Grove's CHWM due to annexation if BPA's Administrator determines that a court order requires BPA to do so. BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM and its effective date. BPA shall provide Forest Grove written notice of the CHWM adjustment and revised Exhibit B as soon as reasonably practical.

1.2.5 Small Utility Adjustment

BPA shall determine in its sole discretion whether Forest Grove qualifies for the Small Utility Adjustment. If Forest Grove is eligible for the Small Utility Adjustment, then BPA shall also determine Forest Grove's Maximum Potential CHWM for purposes of this section 1.2.5. For purposes of this section 1.2.5, "Maximum Potential CHWM" means the lesser of: (1) double Forest Grove's CHWM as calculated in the FY 2026 CHWM Calculation Process, or (2) 5 aMW. By September 30, 2026, BPA shall fill in the table below indicating such eligibility and Forest Grove's Maximum Potential CHWM.

Eligible for Small Utility Adjustment	Maximum Potential CHWM

If Forest Grove is eligible for the Small Utility Adjustment as indicated above, then during each Above-CHWM Load Process BPA shall determine whether an adjustment is needed and calculate such adjustment as provided below. Any such adjustment would be added to Forest Grove's CHWM.

- (1) BPA will determine whether Forest Grove's Preliminary Net Requirement exceeds its CHWM.
- (2) If Forest Grove's Preliminary Net Requirement is less than its CHWM, then BPA shall make no adjustment to Forest Grove's CHWM.
- (3) If Forest Grove's Preliminary Net Requirement exceeds its CHWM, then BPA shall calculate a CHWM adjustment in an amount equal to the difference between Forest Grove's Preliminary Net Requirement and its CHWM not to exceed Forest Grove's Maximum Potential CHWM stated above.
- (4) If a proposed CHWM adjustment under section 1.2.5(3) above would exceed Forest Grove's Maximum Potential CHWM, then BPA shall reduce such adjustment to an amount resulting in a

CHWM that equals Forest Grove's Maximum Potential CHWM.

- (5) If Forest Grove's CHWM has been adjusted pursuant to section 1.2.5(4) above, then BPA shall make no additional change to Forest Grove's CHWM except as otherwise provided for in this Exhibit B.

For any Rate Period that BPA adjusts Forest Grove's CHWM pursuant to this section 1.2.5, BPA shall revise the table in section 1.1 of this Exhibit B with the adjusted CHWM to be effective at the start of the next Rate Period. BPA shall provide Forest Grove written notice of the CHWM adjustment and revised Exhibit B. For purposes of the Tier 1 Marginal Energy True-Up rate, Forest Grove's CHWM shall be the Maximum Potential CHWM as stated above.

2. REVISIONS

BPA shall unilaterally revise this exhibit pursuant to section 1 of this exhibit. All other changes to this Exhibit B will be made by mutual agreement of the Parties.

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Exhibit C
PURCHASE OBLIGATIONS

1. FIRM REQUIREMENTS POWER AT TIER 1 RATES

The portion of Forest Grove's purchase obligation that is priced at Tier 1 Rates is established in section 8.1(1) of the body of this Agreement.

2. FIRM REQUIREMENTS POWER AT TIER 2 RATES

2.1 One-Time Above-CHWM Load Service Elections

Pursuant to section 9.2 of the body of the Agreement, Forest Grove shall elect one of the following four options below to serve its Above-CHWM Load which shall apply for the term of the Agreement except when Forest Grove elects to change its Tier 2 Long-Term Rate purchase election amount pursuant to the terms and conditions of sections 2.3.2 and 2.3.3 of this exhibit.

BPA shall revise this exhibit by March 31, 2027, to indicate Forest Grove's initial election and purchase obligation by adding an "X" to the box next to the applicable option below.

Initial Election ☐ (1) **Option A. All Tier 2 Long-Term Rate option**
Forest Grove shall purchase and BPA shall serve all of Forest Grove's Above-CHWM Load with Firm Requirements Power priced at the Tier 2 Long-Term Rate.

Initial Election ☐ (2) **Option B. Fixed Tier 2 Long-Term Rate option then flexible option**
Forest Grove shall purchase and BPA shall provide up to a fixed Average Megawatt amount of Forest Grove's Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate. Any remaining Above-CHWM Load will be served with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirements Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

At the time of election as stated in section 9.3 of the body of this Agreement, Forest Grove shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load BPA will serve up to with Firm Requirements Power sold at a Tier 2 Long-Term Rate. BPA shall update the following table to state such amount.

Fixed aMW Amounts - Tier 2 Long-Term Election								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: The amount in the table should be rounded to three decimal places.								

Initial Election ☐ (3) **Option C. Fixed flexible option then Tier 2 Long-Term Rate option**

Forest Grove shall elect up to a fixed Average Megawatt amount of Above-CHWM Load that will be served with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirements Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

At the time of election, Forest Grove shall notify BPA of the fixed Average Megawatt amount of its Above-CHWM Load that will be served up to under the flexible option for the duration of the contract. BPA shall update the following table to state such amounts.

Forest Grove shall purchase and BPA shall serve any remaining Above-CHWM Load with Firm Requirements Power sold at the Tier 2 Long-Term Rate.

Fixed aMW Amounts - Flexible Election								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> the amount in the table should be rounded to three decimal places.								

Initial Election ☐ (4) **Option D. All flexible option**

Forest Grove's Above-CHWM Load shall be served with (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

If Forest Grove fails to notify BPA of its Above-CHWM Load service election pursuant to section 9.2 of the body of this Agreement, then Forest Grove shall be deemed to have elected option D under section 2.1 of this exhibit and Forest Grove shall serve all of its Above-CHWM Load amounts with the options stated in section 2.1(4) above.

Forest Grove's total Tier 2 Rate purchase obligation amount(s) that BPA shall provide and Forest Grove shall purchase consistent with sections 3.1 and 3.2 of the body of this Agreement shall be stated in the table below in section 2.9.

2.2 Rounding Option

If Forest Grove elects option B, C, or D under section 2.1 above, then by July 31, 2027, Forest Grove may elect to have BPA serve up to 0.999 aMW of

its Above-CHWM Load through the Tier 1 Rate design, pursuant to the PRDM, for the term of the Agreement. No later than March 31, 2028, BPA shall indicate Forest Grove's election for all Rate Periods through the term of the Agreement in the table below.

By July 31 of each Forecast Year, Forest Grove may notify BPA if it wants to change its rounding option election, and BPA shall update the table below to reflect such change by March 31 following Forest Grove's notification.

Rate Period	Rounding Option Elected
BP-29	
BP-31	
BP-33	
BP-35	
BP-37	
BP-39	
BP-41	
BP-43	
<u>Note:</u> Add X if customer elects rounding option.	

2.3 Tier 2 Long-Term Rate

2.3.1 Election Opportunity and Tier 2 Long-Term Rate Purchase Obligation Amount

Forest Grove may elect to purchase Firm Requirements Power at the Tier 2 Long-Term Rate to serve its Above-CHWM Load by selecting options A, B or C under section 2.1 of this exhibit. If Forest Grove elects option A, B or C, then BPA shall update the table below by March 31 of each Rate Case Year to state the amount of Firm Requirements Power Forest Grove is obligated to purchase at the Tier 2 Long-Term Rate for the upcoming Rate Period as follows.

If Forest Grove elects option A under section 2.1, then the amount of Firm Requirements Power Forest Grove is obligated to purchase at the Tier 2 Long-Term Rate shall equal Forest Grove's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, as stated in the table in this section 2.3.1.

If Forest Grove elects option B under section 2.1, then the amount of Firm Requirements Power Forest Grove is obligated to purchase at the Tier 2 Long-Term Rate shall be the lesser of Forest Grove's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period, or the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If Forest Grove elects option C under section 2.1, then the amount of Firm Requirements Power Forest Grove is obligated to purchase at the Tier 2 Long-Term Rate shall equal the amount of Forest Grove's Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, that exceeds the fixed Average Megawatt amount to be served under the flexible option as stated in the table in section 2.1(3) above.

Tier 2 Long-Term Rate Purchase Obligation Amount								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> Fill in the table above with the annual Average Megawatts, rounded to three decimal places.								

2.3.2 Right to Reduce Tier 2 Long-Term Rate Election Amount Without a Fee

Forest Grove shall have a one-time right to request to reduce its Tier 2 Long-Term Rate election amount under options A, B, or C, without any charges or fees, if: (1) Forest Grove submits a written request to BPA prior to August 1, 2027, and (2) BPA has not acquired power for the purposes of serving Forest Grove's Tier 2 Long-Term Rate purchase obligation.

BPA, in its sole discretion, shall determine whether Forest Grove's request to reduce its Tier 2 Long-Term Rate election amount meets the notice requirements. BPA shall notify Forest Grove if the request does not meet the notice requirements.

If BPA determines that Forest Grove's request meets the notice requirements, then BPA shall reduce Forest Grove's Tier 2 Long-Term Rate election amount. By March 31, 2028, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit with Forest Grove's updated Tier 2 Long-Term Rate election amount, and (2) update Forest Grove's election in section 2.1 if applicable.

2.3.3 Right to Reduce Tier 2 Long-Term Election Amount with a Fee

2.3.3.1 Changes to Tier 2 Long-Term Elections

Regardless of any reduction made pursuant to section 2.3.2 above, over the remaining term of the Agreement Forest Grove shall have a one-time right to reduce its Tier 2 Long-Term Rate election amount under section 2.1 above, including reducing such amount to zero.

2.3.3.2 Notification and Service Options

Forest Grove shall notify BPA in writing of its one-time election to reduce the amount of power Forest Grove is

obligated to purchase under section 2.3.3.1 above no less than three years prior to the start of the Rate Period that its election would be effective.

Forest Grove's election under section 2.3.3.1 above shall be binding for the remaining term of the Agreement.

If Forest Grove elects to reduce its Tier 2 Long-Term Rate election amount pursuant to section 2.3.3.1 above, then Forest Grove shall serve the amount of the reduction with: (1) Firm Requirements Power at the Tier 2 Short-Term Rate, (2) Firm Requirement Power at a Tier 2 Vintage Rate, if applicable, (3) Dedicated Resources, or (4) a combination of amounts of (1), (2) and (3).

Forest Grove shall notify BPA of its intent to serve its Above-CHWM Load with one of the four options listed in section 2.3.3.2 consistent with the terms and conditions stated in section 2 of Exhibit C.

2.3.3.3 Exhibit Updates

By March 31 following Forest Grove's election notice under section 2.3.3.2 above, BPA shall: (1) update the applicable table(s) in section 2 of this exhibit, with Forest Grove's updated Tier 2 Long-Term Rate election amount, and (2) update Forest Grove's election in section 2.1 of this exhibit. BPA will update Exhibit A with any changes to Forest Grove's Dedicated Resource amounts.

2.3.3.4 Charges to Change Tier 2 Long-Term Election Amount

Forest Grove shall pay any charges that apply as a result of Forest Grove exercising the one time right to change its Tier 2 Long-Term Rate election amount under this section 2.3.3. BPA shall calculate such charges pursuant to the PRDM and the applicable Power Rate Schedules and GRSPs. BPA shall not make payment to Forest Grove as a result of BPA reducing the fixed up to Average Megawatt amounts of Firm Requirements Power that Forest Grove is obligated to purchase at Tier 2 Long-Term Rates.

2.4 Tier 2 Short-Term Rate

Subject to the limitations in section 2.4.1 below, Forest Grove may elect to purchase Firm Requirements Power at Tier 2 Short-Term Rates by electing option B, C or D under section 2.1 above.

If Forest Grove elects options B, C or D, then by July 31, 2027, and by July 31 of each Forecast Year, Forest Grove shall notify BPA of the amount of its Above-CHWM Load it requests for BPA to serve, if any, at the Tier 2 Short-Term Rate for the following Rate Period. Subject to the limitations in

section 2.4.2 below, BPA shall update the table below by March 31 of each Rate Case Year to state the amount of power Forest Grove is obligated to purchase at the Tier 2 Short-Term Rate as follows.

If Forest Grove elects option B under section 2.1, then the amount of Firm Requirements Power Forest Grove may request to purchase at the Tier 2 Short-Term Rate shall not exceed the difference between Forest Grove's Above-CHWM Load, calculated for each Fiscal Year of the applicable Rate Period, and the fixed Average Megawatt amount elected under the Tier 2 Long-Term option stated in the table in section 2.1(2) above.

If Forest Grove elects option C under section 2.1, then the amount of Firm Requirements Power Forest Grove may request to purchase at the Tier 2 Short-Term Rate, shall not exceed the lesser of Forest Grove's Above-CHWM Load amount calculated for each Fiscal Year of the applicable Rate Period or the fixed up to Average Megawatt amount to be served under the flexible option as stated in the table in section 2.1(3) above.

If Forest Grove elects option D under section 2.1, then the amount of Firm Requirements Power Forest Grove may request to purchase at the Tier 2 Short-Term Rate, shall not exceed Forest Grove's Above-CHWM Load amount, calculated for each Fiscal Year of the applicable Rate Period.

Tier 2 Short-Term Rate Purchase Obligation Amounts								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
<u>Note:</u> Fill in the table above with annual Average Megawatts, rounded to three decimal places.								

2.4.1 Limitations on Tier 2 Short-Term Rate Amounts

BPA shall attempt to acquire power to serve Forest Grove's total amount of load requested to be served with Firm Requirements Power at the Tier 2 Short-Term Rate. If BPA is unable to acquire power, at any price, and cannot meet all customers' requests to purchase power at the Tier 2 Short-Term Rate, then each applicable Rate Period BPA: (1) shall notify Forest Grove of the unavailability of power at the Tier 2 Short-Term Rate and (2) may limit the amount of Firm Requirements Power at the Tier 2 Short-Term Rate that Forest Grove can purchase. If BPA receives multiple requests to provide Firm Requirements Power at the Tier 2 Short-Term Rate for the same Rate Period, and if BPA is only able to acquire power to serve a portion of the total requests for power priced at the Tier 2 Short-Term Rate, then BPA shall proportionally reduce all requests for the Rate Period on a pro rata basis.

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall notify customers of the unavailability or pro-rata reduction of power available at the Tier 2 Short-Term Rate.

2.4.2 Determining Pro-Rata Shares of Amounts at Tier 2 Short-Term Rate

If necessary pursuant to section 2.4.1 above, BPA shall determine Forest Grove's pro-rata amount of power available for purchase at a Tier 2 Short-Term Rate for the applicable Rate Period based on (1) the actual amounts BPA is able to acquire to meet all customers' aggregate requests for service at a Tier 2 Short-Term Rate and (2) the total amount of Firm Requirements Power requested at the Tier 2 Short-Term Rate in section 2.4 each Rate Period. BPA will adjust individual amounts of Firm Requirements Power at the Tier 2 Short-Term Rate downward by the ratio between sections 2.4.2.(1) and 2.4.2.(2) above to calculate the amounts of the proportional share adjustment.

In the event BPA adjusts amounts at the Tier 2 Short-Term Rate downward, Forest Grove shall apply Dedicated Resources to serve the portion of its election at the Short-Term Tier 2 Rate that BPA is unable to supply. BPA will update amounts in Exhibit A in accordance with section 2.6 below.

2.4.3 Failure to Make an Election

If Forest Grove fails to make an election and does not notify BPA of its Tier 2 Short-Term Rate election amounts pursuant to section 2.4 above, then BPA shall enter "zero" for the applicable Fiscal Years of the Rate Period. Forest Grove shall serve its remaining Above-CHWM Load amounts with Dedicated Resources to meet its Above-CHWM Load and any amounts will be updated in Exhibit A in accordance with section 2.6 below.

2.4.4 Liability

In no event shall BPA make payment to Forest Grove as a result of Forest Grove electing to reduce the amounts of Firm Requirements Power that Forest Grove is obligated to purchase at Tier 2 Short-Term Rates. In no event shall BPA make payment to Forest Grove if it is unable to secure power to meet requests for purchases at the Tier 2 Short-Term Rate.

2.5 Tier 2 Vintage Rate Alternative

If Forest Grove elects option B, C, or D under section 2.1 above, then Forest Grove is eligible to purchase Firm Requirement Power at a Tier 2 Vintage Rate, if offered by BPA, as described in this section 2.5. For purposes of this section 2.5, "Vintage Resource" means the output of a physical resource that BPA determines, in its sole discretion, to acquire for a period of greater than three years and that forms the cost basis for pricing Firm Requirements Power subject to an established Tier 2 Vintage Rate. BPA may offer to sell

Firm Requirements Power at a Tier 2 Vintage Rate whenever it acquires a Vintage Resource.

BPA shall notify customers with a CHWM Contract at least 60 calendar days prior to making a Request For Offer (RFO) for a Vintage Resource. Within 30 calendar days of such notice, Forest Grove shall notify BPA of the amount of Firm Requirements Power it will purchase from BPA at a Tier 2 Vintage Rate associated with the Vintage Resource.

Following the close of the RFO, BPA shall determine, in its sole discretion, whether to proceed with acquiring the Vintage Resource. If BPA decides to proceed with acquiring the Vintage Resource, then BPA will notify Forest Grove of the available quantity, if any, of Firm Requirement Power that customer is eligible to purchase at the Tier 2 Vintage Rate, and the estimated Tier 2 Vintage Rate. Forest Grove shall execute a Statement of Intent, as stated in section 2.5.1 below, to purchase identified amounts of Firm Requirements Power at the applicable Tier 2 Vintage Rate. The Statement of Intent will include the process and timing to elect the Vintage Alternative and execute a Statement of Intent.

2.5.1 Statement of Intent

If Forest Grove elects to purchase Firm Requirements Power from BPA at Tier 2 Vintage Rates, then Forest Grove shall sign a Statement of Intent provided by BPA which will state the amount of power Forest Grove commits to purchase at a Tier 2 Vintage Rate. The Statement of Intent will be binding unless BPA does not complete the acquisition of the Vintage Resource consistent with section 2.5.3 below.

2.5.2 Tier 2 Vintage Rate

BPA shall determine the applicable Tier 2 Vintage Rate in accordance with the PRDM and applicable Power Rate Schedules and GRSPs. BPA will restate in the Statement of Intent the applicable Tier 2 Vintage Rate for the Vintage Resource.

2.5.3 BPA Acquisition of Vintage Resource

If BPA acquires the Vintage Resource, then BPA shall notify Forest Grove that the acquisition is complete and update the table in section 2.5.8 below with the amount of Firm Requirements Power sold at a Tier 2 Vintage Rate and the contract number for the Statement of Intent. If BPA does not complete the acquisition of the Vintage Resource, then BPA shall notify Forest Grove, and the Statement of Intent will become null and void. If BPA does not complete the acquisition, then Forest Grove's current elections for service to its Above-CHWM Load above shall continue to apply.

2.5.4 Additional Provisions Applicable to the Statement of Intent

2.5.4.1 Additional Terms and Conditions in Statement of Intent

In addition to paying the Tier 2 Vintage Rate, Forest Grove will also be subject to such additional terms and conditions associated with its selection of the Tier 2 Vintage Rate as described in the Statement of Intent. Such additional terms may include, but are not limited to, liquidated damages, if applicable, associated with the purchase of the Vintage Resource.

2.5.4.2 Duration of Statement of Intent

The Tier 2 Vintage Resource amounts applied to serve Forest Grove's Above-CHWM Load under this Agreement will not apply beyond the expiration of this Agreement, except as stated in the Statement of Intent.

2.5.4.3 Maximum Amount of Firm Requirements Power at Tier 2 Vintage Rate

The maximum amount of Firm Requirements Power Forest Grove is eligible to purchase at a Tier 2 Vintage Rate will be equal to the annual maximum forecast of Forest Grove's flexible Above-CHWM Load amounts of Forest Grove's election under section 2.1, minus any Dedicated Resources serving Forest Grove's Above-CHWM Load. BPA will develop the annual maximum forecast of Forest Grove's flexible Above-CHWM Load amounts at the time BPA issues the RFO for the Vintage Resource. Such forecast shall apply for the term of BPA's acquisition of the Vintage Resource or the term of this Agreement, whichever terminates first.

2.5.4.4 Commencement of the Vintage Resource

Forest Grove's Statement of Intent shall include procedures for how BPA will address the availability and timing of a Vintage Resource, if the timing of such Vintage Resource is not concurrent with the timing of any elections made by Forest Grove in sections 2.1 and 2.4 of this exhibit.

2.5.5 Multiple Requests for Vintage Resource

Forest Grove's Statement of Intent shall include procedures for how BPA will address multiple requests for Firm Requirements Power sold by BPA at a Tier 2 Vintage Rate if the aggregate amount of customer requests exceeds the amount of the Vintage Resource.

2.5.6 Tier 2 Vintage Amounts in Excess of Above-CHWM Load

If Forest Grove purchases an amount of power from BPA at a Tier 2 Vintage Rate that exceeds its current Above-CHWM Load, then BPA, in its sole discretion, may either:

- (1) determine any amount of power that exceeds Forest Grove's Above-CHWM Load as surplus power and provide such to Forest Grove at a surplus rate equivalent to the applicable Tier 2 Vintage Rate to be managed by Forest Grove; or
- (2) in accordance with section 10 of this exhibit, and pursuant to the PRDM, provide a remarketing service for the power that exceeds Forest Grove's Above-CHWM Load until Forest Grove's Above-CHWM Load can accommodate the contracted amount of power purchased at the Tier 2 Vintage Rate.

2.5.7 Treatment of Tier 2 Vintage Rate and Tier 2 Short-Term Rate Purchase Obligations

In addition to the right to purchase power at a Tier 2 Vintage Rate established in this section 2.5, Forest Grove may have the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates regardless of whether Forest Grove is purchasing power at Tier 2 Short-Term Rates, if BPA determines, in its sole discretion, to offer Forest Grove a Statement of Intent that would provide Forest Grove the opportunity to purchase Firm Requirements Power at Tier 2 Vintage Rates.

Any election by Forest Grove to purchase Firm Requirements Power at Tier 2 Vintage Rates shall not relieve Forest Grove of any obligation to purchase Firm Requirements Power at another Tier 2 Rate.

Any amounts of power that Forest Grove is obligated to purchase at a Tier 2 Vintage Rate or Tier 2 Short-Term Rate that exceeds its Above-CHWM Load will be treated pursuant to section 2.5.6 above.

2.5.8 Tier 2 Vintage Rate Elections, Amounts and Exhibit Updates

If applicable, BPA shall update the table below within 90 calendar days of signing the Statement of Intent, with Forest Grove's Tier 2 Vintage Rate purchase obligation amounts.

Forest Grove's Annual Amounts at Tier 2 Vintage Rate. Statement of Intent Contract No. «##PS-#####»								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
Annual aMW								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
Annual aMW								
Note: Fill in the table above with annual Average Megawatts, rounded to three decimal places. Leave FY blank when not purchasing at a Tier 2 Vintage Rate. Include SOI number(s) in table title.								

By September 15 of each Fiscal Year or immediately following the establishment of a Tier 2 Vintage Rate for which Forest Grove signed

a Statement of Intent, BPA shall update the table in section 2.8.2 with Forest Grove's Tier 2 Vintage Rate purchase obligation amounts.

2.6 Obligation to Apply Dedicated Resources

Forest Grove shall apply Dedicated Resources to serve the portion of its Above-CHWM Load that exceeds the sum of all Forest Grove's purchase obligations at Tier 2 Rates under sections 2.3, 2.4, and 2.5 above. BPA shall add Forest Grove's Dedicated Resources to section 2 and section 3 of Exhibit A.

2.7 Above-CHWM Load Liability

If Forest Grove annexes load from another customer with a CHWM Contract that had Above-CHWM Load served with Firm Requirements Power purchased at a Tier 2 Long-Term Rates, Tier 2 Short-Term Rate or a Tier 2 Vintage Rate, then Forest Grove shall pay any costs that BPA determines apply as a result of such annexation. BPA shall determine such costs, if any, during the 7(i) Process that follows Forest Grove's notice of annexation. BPA shall include such cost identified through the 7(i) Process on Forest Grove's bill. In no event shall BPA make payment to Forest Grove as a result of Forest Grove reducing its amounts of Firm Requirements Power.

2.8 This section intentionally left blank.

2.9 Amounts of Power to be Billed at Tier 2 Rates

By March 31, 2028 and by March 31 of each Rate Case Year thereafter, BPA shall update the table in section 2.9 of this exhibit, consistent with Forest Grove's elections for the upcoming Rate Period, with: (1) the planned annual average amounts of Firm Requirements Power that Forest Grove shall purchase at the Tier 2 Long-Term Rate, Tier 2 Short-Term Rate, and Tier 2 Vintage Rate, if applicable, and (2) any remarketed Tier 2 Rate purchase amounts in accordance with section 10 of the body of this Agreement.

By March 31, 2028, and by March 31 of each Rate Case Year thereafter, BPA shall update the table below with such amounts for each year of the upcoming Rate Period consistent with sections 2.3, 2.4 and 2.5 of this exhibit. The difference between Above-CHWM Load and Tier 2 Rate amounts will be served pursuant to section 2.6 of this exhibit.

Annual Amounts Priced at Tier 2 Rates (aMW)								
Fiscal Year	2029	2030	2031	2032	2033	2034	2035	2036
No Tier 2 at this time								
Remarketed or Surplus Power Vintage Rate Amounts								
Firm Requirements Power at Tier 2 Rates								
Fiscal Year	2037	2038	2039	2040	2041	2042	2043	2044
No Tier 2 at this time								
Remarketed or Surplus Power Vintage Rate Amounts								
Firm Requirements Power at Tier 2 Rates								
Notes: 1. List each applicable Tier 2 rate in the table above. For the first applicable Tier 2 rate replace No Tier 2 at this time with the name of the applicable Tier 2 rate. For each additional Tier 2 rate, add a new row above the Remarketed Amounts row. If Forest Grove elects not to purchase at Tier 2 rates, then leave No Tier 2 at this time in the table and leave the remainder of the table blank. 2. Fill in the table above with annual Average Megawatts rounded to three decimal places. 3. Fill in Firm Requirements Power at Tier 2 Rates as the sum of all Tier 2 Rate amounts less any Remarketed or Surplus Tier 2 Vintage Rate amounts.								

3. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Forest Grove's elections regarding service to its Above-CHWM Load, and (2) BPA's determinations relevant to this exhibit and made in accordance with this Agreement. All other changes to this Exhibit C will be made by mutual agreement of the Parties.

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Exhibit D
ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS

1. CF/CT AND NEW LARGE SINGLE LOADS

1.1 CF/CT Loads

Forest Grove has no loads identified that were CF/CTs as of September 1, 1979, as defined in Section 3(13)(A) of the Northwest Power Act.

1.2 Potential NLSLs

Forest Grove has no identified Potential NLSLs.

1.3 Planned NLSLs

1.3.1 Planned NLSLs Served by BPA

Forest Grove has no Planned NLSLs served by BPA.

1.3.2 Planned NLSLs Served with Dedicated Resource or Consumer-Owned Resource Amounts

Forest Grove has no Planned NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

1.4 NLSLs

1.4.1 NLSLs Served by BPA

Forest Grove has no NLSLs served by BPA.

1.4.2 NLSLs Served by Dedicated Resource or Consumer-Owned Resource Amounts

Forest Grove has no NLSLs served with Dedicated Resource or Consumer-Owned Resource amounts.

1.4.3 Renewable Resource/Cogeneration Exception

Forest Grove's end-use consumer is not currently applying an on-site renewable resource or cogeneration facility to an NLSL.

2. REVISIONS

BPA shall unilaterally revise section 1, CF/CT and New Large Single Loads to reflect BPA's determinations made in accordance with section 20.3 of the body of the Agreement and section 1 of this Exhibit D. All other changes to this Exhibit D will be made by mutual agreement of the Parties.

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Exhibit E
METERING

1. METERING

BPA POD Name	BPA POD Number	BPA POM Name	BPA POM Number	POD Location Description	POD Voltage kV	POM Location Description	Direction for PF Billing Purposes	WECC Balancing Authority	Manner Of Service	Manner Of Service Description	Metering Loss Adjust-ment	Exception

2. REVISIONS

Each Party shall notify the other with any requests to update this exhibit. The Parties shall coordinate and seek mutual agreement on any such requested exhibit revisions. Upon such agreement, or if the agreement is unreasonably withheld or delayed, BPA shall revise this exhibit to accurately reflect what BPA determines are the actual characteristics of PODs and meter information described in this exhibit. Unless the Parties otherwise agree, BPA shall not revise the exhibit any sooner than 60 calendar days after the request to update this exhibit. BPA shall provide Forest Grove with a revised Exhibit E. The effective date will be the date stated at the top of the revised exhibit.

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Exhibit F SCHEDULING

1. DEFINITIONS

- 1.1 “Balancing Authority” means the responsible entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.
- 1.2 “Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
- 1.3 “Electronic Tag” or “E-Tag” means an electronic record that contains the details of a transaction to transfer energy from a source point to a sink point where the energy is scheduled for transmission across one or more Balancing Authority Area(s), consistent with all relevant WECC, NAESB, NERC and FERC requirements.
- 1.4 “Heavy Load Hours” or “HLH” means hours ending 0700 through 2200 hours Pacific Prevailing Time (PPT), Monday through Saturday, excluding holidays as designated by the North American Electric Reliability Corporation (NERC).
- 1.5 “Interchange Points” means the points where Balancing Authority Areas interconnect and at which the interchange of energy between Balancing Authority Areas is monitored and measured.
- 1.6 “Light Load Hours” or “LLH” means: (1) hours ending 0100 through 0600 and 2300 through 2400 hours PPT, Monday through Saturday, and (2) all hours on Sundays and holidays as designated by NERC.
- 1.7 “Open Access Transmission Tariff” or “OATT” means the terms and conditions of point-to-point and network integration transmission services, ancillary services, and generator interconnections offered by BPA or a Third-Party Transmission Provider.
- 1.8 “Transmission Curtailment” means an event that is initiated by a transmission provider through a curtailment to the E-Tag as a result of transmission congestion or an outage on the path used to deliver Forest Grove’s Dedicated Resource.
- 1.9 “Transmission Curtailment Management Service” or “TCMS” means the service BPA will provide to customers with a qualifying resource when a Transmission Curtailment occurs between such resource and the customer load.

- 1.10 “Transmission Event” means a Planned Transmission Outage or a Transmission Curtailment.
- 1.11 “Transmission Scheduling Service” or “TSS” means the power scheduling service that BPA provides to Forest Grove that allows BPA to manage certain aspects of Forest Grove’s BPA NT Agreement with Transmission Services, to allow BPA to use the inherent flexibilities of Forest Grove’s network rights in combination with other network customers’ rights to manage BPA’s power resources efficiently, and to provide seamless scheduling for Transfer Service customers.

2. TRANSMISSION SCHEDULING SERVICE

If Forest Grove:

- (1) acquires BPA’s Resource Support Services; and/or
- (2) purchases power from BPA at a Tier 2 Rate,

then Power Services shall provide and Forest Grove shall purchase Transmission Scheduling Service. In such case, the Parties shall revise this exhibit to include the terms and conditions of such service.

If Forest Grove is not required to purchase Transmission Scheduling Service, pursuant to the paragraph above, then Forest Grove, with six months’ notice, may purchase Transmission Scheduling Service from Power Services and the Parties shall modify this exhibit to add the terms and conditions of such service.

3. AFTER THE FACT

BPA and Forest Grove shall reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and Forest Grove shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

4. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are reasonably necessary to allow it to meet its power and scheduling obligations under this Agreement, or
- (2) to comply with requirements of Western Electricity Coordinating Council (WECC), North American Energy Standards Board (NAESB), or NERC, WRAP or their successors or assigns.

BPA shall provide a draft of any unilateral revisions of this exhibit to Forest Grove, with reasonable time for comment, prior to BPA providing written notice of the revision. Such revisions will be effective no sooner than 45 calendar days after BPA provides written notice of the revisions to Forest Grove unless, in BPA’s sole

judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, WRAP or their successors or assigns. In such circumstances, BPA shall specify the effective date of such revisions.

All other changes to this Exhibit F will be made by mutual agreement of the Parties.

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Exhibit G
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Exhibit H

RENEWABLE ENERGY CERTIFICATES AND ENVIRONMENTAL ATTRIBUTES

1. PURPOSE AND INTENT; DISCLAIMER

The Parties acknowledge that: different jurisdictions, regulatory programs, and entities (federal, state, county, cities, and others) have different definitions for environmental attributes, renewable energy credits/certificates, emissions credits, and similar instruments; the various jurisdictions, programs, and entities are inconsistent in how they define and address these concepts; and these concepts are continually evolving. Accordingly, through this Agreement BPA does not attempt to define these concepts other than by reference to how they may be defined by others, and BPA does not represent or warrant that the items conveyed in this Exhibit H are suitable for a particular purpose or regulatory program. Whatever the regulatorily-defined environmental and non-power characteristics are of the power that customers buy from BPA, the purpose and intent of this Exhibit H is to convey to Forest Grove, in accordance with this Exhibit H, all Environmental Attributes, if any, and to the extent they exist, associated and commensurate with the physical amount of power Forest Grove buys from BPA and the Attribute Pools associated with Forest Grove's purchase obligation under this Agreement. This Exhibit H accomplishes this by BPA: (1) agreeing to register applicable generation, (2) providing for the creation of an Environmental Attribute Accounting Process, (3) producing Inventories of RECs based on power generated, (4) committing to transfer Forest Grove's share of RECs based on its BPA power purchases and as determined in accordance with this Exhibit H to Forest Grove, (5) committing to provide an emissions accounting and non-emitting generation accounting for customers' use, and (6) undertaking the other actions identified in this exhibit below.

2. DEFINITIONS

- 2.1 "Attribute Pools" means the results calculated in the Environmental Attribute Accounting Process whereby the physical resources and forecasted power deliveries associated with each of BPA's rates and firm power obligations are determined for the upcoming Rate Period.
- 2.2 "Emissions Allowance" means an authorization in a given jurisdiction to emit a specified amount of carbon dioxide equivalent or other measurement of greenhouse gases, and documented as an emissions credit, certificate, or similar instrument.
- 2.3 "Environmental Attribute Accounting Process" means the public process BPA will conduct each Rate Case Year, after the conclusion of each routine power rate 7(i) Process, during which the allocation methodology and Attribute Pools for BPA's Environmental Attributes for the upcoming Rate Period will be determined.
- 2.4 "Environmental Attributes" means the environmental and non-power characteristics of power, however defined or titled and arising under any federal, state, or local law or regulation, including but not limited to current

or future certificates, credits, benefits, and avoided emissions attributable to the generation of energy from a resource. Environmental Attributes do not include the tax credits associated with such resource. One megawatt-hour of energy generation from a resource is associated with one megawatt-hour of Environmental Attributes.

- 2.5 “Inventory” or “Inventories” means the Environmental Attributes, including RECs, that are attributable to the output of generation resources, by Attribute Pool(s).
- 2.6 “Renewable Energy Certificates” or “Renewable Energy Credits” or “RECs” means the tradeable certificates, credits, documentation, or other evidence that demonstrates: (1) that the electricity was generated from a renewable or non-emitting energy generating unit and (2) proof of ownership of the Environmental Attributes of such generated electricity in a REC tracking system. Some jurisdictions and regulatory programs may interpret a REC to include the emissions avoided by the generation of electricity by a renewable or non-emitting generating unit. For purposes of such situations, the Parties’ intent is that the RECs conveyed herein include the associated Environmental Attributes; however, this conveyance is not intended to impact BPA’s reporting in any generation-based emission programs where REC retirement is not required. One megawatt-hour of energy generation from a resource registered with the tracking system under section 5 is associated with one REC.
- 2.7 “Retire” or “Retirement” means an action taken to remove a REC from circulation within a REC tracking system.

3. ENVIRONMENTAL ATTRIBUTE INVENTORY AND ACCOUNTING

The Parties acknowledge that the Environmental Attribute accounting outlined below will be provided consistent with physical deliveries of power.

- 3.1 **Registration of Renewable Energy Generating Units**
BPA shall take all reasonable steps to register the applicable renewable energy generating units in BPA’s system mix, including any hydro resources, with the tracking system selected under section 5 of this Exhibit H.
- 3.2 **Environmental Attribute Accounting Process**
Starting after issuance of the Final ROD of the BP-29 power rate 7(i) Process, and after the issuance of the Final ROD in each subsequent routine power rate 7(i) Process thereafter through the term of the Agreement, BPA shall conduct an Environmental Attribute Accounting Process for each upcoming Rate Period.
- 3.3 **REC Inventory Accounting**
No later than April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall calculate its Inventory for RECs for each Attribute Pool created during the prior calendar year in the applicable Environmental Attribute Accounting Process for the applicable Rate Period.

3.4 Emission Accounting

No later than June 1, 2029 and by each June 1 thereafter, and as an outcome of the Environmental Attribute Accounting Process, BPA will provide emission accounting information and, if applicable, will provide such information consistent with state rules.

3.5 Non-Emitting Electric Generation Accounting

No later than June 1, 2029 and by each June 1 thereafter, and as an outcome of the Environmental Attribute Accounting Process, BPA will provide non-emitting electric generation accounting information and, if applicable, will provide such information consistent with state rules.

4. CUSTOMER'S SHARE OF RECS

All capitalized terms used in this paragraph and the related underlying processes described in this paragraph shall be as defined, determined and calculated under Forest Grove's Regional Dialogue CHWM Contract. By April 15, 2029, BPA shall transfer to Forest Grove or manage a pro rata share of Available Tier 1 RECs from calendar year 2028 based on Forest Grove's FY 2028 RHWM divided by the total FY 2028 RHWMs of all customers with Regional Dialogue CHWM Contracts. BPA shall also transfer to Forest Grove its share of Tier 2 RECs, if applicable, generated during calendar year 2028. Forest Grove agrees that its REC transfer or management election (WREGIS account, WREGIS subaccount, or remarketing) for Fiscal Year 2028 shall apply for all calendar year 2028.

By April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall determine Forest Grove's share of RECs as a pro rata share of the actual megawatt-hours of power Forest Grove purchased from BPA the prior calendar year under this Agreement. Forest Grove's pro rata share of each Inventory of RECs shall be calculated as the actual megawatt hours of power Forest Grove purchased from BPA under this Agreement during the prior calendar year from the applicable Attribute Pool divided by the sum of all power purchased from BPA for the applicable Attribute Pool.

5. TRANSFER AND TRACKING OF RECS

By December 1, 2029, Forest Grove shall provide written notice to BPA stating which one of the three options below it elects for the transfer of Forest Grove's share of RECs, for the remaining term of the Agreement. However, Forest Grove may change its transfer election for the remaining term of the Agreement by providing written notice to BPA of such change by December 1, 2030 or by any December 1 over the remaining term of the Agreement.

- (1) BPA shall transfer Forest Grove's share of RECs into Forest Grove's own Western Renewable Energy Generation Information System (WREGIS) account, which shall be established by Forest Grove; or
- (2) BPA shall transfer Forest Grove's share of RECs into a BPA-managed WREGIS subaccount. Such subaccount shall be established by BPA on

Forest Grove's behalf and the terms and conditions of which shall be determined by the Parties in a separate agreement; or

- (3) BPA shall transfer Forest Grove's share of RECs into a third party-managed WREGIS account. Forest Grove shall notify BPA of the third-party WREGIS account number in its notice provided pursuant to this section 5.

By April 15, 2030, and by each April 15 over the remaining term of this Agreement, BPA shall transfer Forest Grove's share of RECs from the prior calendar year to Forest Grove via WREGIS in accordance with its transfer election.

If Forest Grove's WREGIS account number has changed, then Forest Grove shall notify BPA of such change by December 1, 2028 and by each December 1 over the remaining term of this Agreement.

All references to WREGIS in this Exhibit H should be understood to mean WREGIS or a comparable commercial tracking system. BPA may change commercial tracking systems with reasonable advance notice to Forest Grove. In such case, the Parties shall establish a comparable process for BPA to provide Forest Grove its share of RECs.

6. FEES

BPA shall pay any reasonable fees associated with: (1) the transfer of Forest Grove's RECs into any WREGIS account or WREGIS subaccount and (2) the establishment of any WREGIS subaccounts in Forest Grove's name pursuant to section 5 of this exhibit. Forest Grove shall pay all other fees associated with any WREGIS or successor commercial tracking system, including WREGIS Retirement, reserve, and export fees.

7. EMISSION ALLOWANCES

7.1 BPA Compliance with Emission Allowance Program(s)

If over the term of this Agreement BPA incurs an emissions compliance obligation placed on electricity importers that provide power to Forest Grove's service territory, and if based on that compliance program:

- (1) BPA is obligated to obtain Emission Allowances sufficient to cover power purchased under this Agreement to Forest Grove, and
- (2) Forest Grove is eligible to receive Emission Allowances at no cost from Forest Grove's applicable jurisdiction and which can be used directly for compliance,

then Forest Grove shall transfer, or otherwise provide, Emission Allowances to BPA on the schedule and in the amount agreed to by BPA and Forest Grove that is sufficient to satisfy BPA's compliance obligations that arise in order to serve Forest Grove's load in its state.

The Parties shall revise section 7.2 below to include the specific terms and conditions, such as the calculation of the Emission Allowances to be transferred, and cost responsibilities, if any, associated with the transfer of Emission Allowances to BPA.

If Forest Grove elects to not revise this Exhibit H to include applicable special provisions in section 7.2 below, then BPA shall apply and Forest Grove shall pay the applicable Emissions Allowance costs through charges established in the BPA Power Rate Schedules and GRSPs.

7.2 Transfer of Emission Allowances to BPA

Placeholder for special provisions.

8. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to add or remove the terms and conditions of Forest Grove's WREGIS subaccount following either Forest Grove's election of a WREGIS subaccount pursuant to section 5 of this exhibit or either Party's notice for termination of a WREGIS subaccount; and
- (2) to incorporate any significant edits related to a change to the commercial tracking system, pursuant to the last paragraph of section 5 of this exhibit.

All other changes to this Exhibit H will be made by mutual agreement of the Parties. As discussed in section 1 of this exhibit, BPA and Forest Grove acknowledge that the regulatory concepts covered in this exhibit are not well settled and are continually evolving. Accordingly, if future regulatory concepts change such that the spirit and intent of this exhibit are not being met, then BPA agrees to discuss such situations with customers and, as needed, to attempt in good faith to agree on mutually acceptable amendments to this exhibit.

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Exhibit I
NOTICES AND CONTACT INFORMATION

1. NOTICES AND CONTACT INFORMATION

1.1 Notices

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, with verification of the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received.

1.2 Contact Information

The Parties shall deliver notices to the following people and address(es):

If to Forest Grove:

City of Forest Grove
1818 B St
PO Box 326
Forest Grove, OR 97116
Attn: Keith Hormann
Director
Phone: (503) 992-3252
E-Mail: khormann@forestgrove-or.gov

If to BPA:

Bonneville Power Administration
905 NE 11th Ave
PO Box 3621
Portland, OR 97208-3621
Attn: Lindsay A. Bleifuss – PSW-6
Account Executive
Phone: (503) 230-5338
E-Mail: lableifuss@bpa.gov

Additional Forest Grove Contact:

City of Forest Grove
1818 B St
PO Box 326
Forest Grove, OR 97116
Attn: Eddie Littlefield
Power Services Manager
Phone: (503) 992-3296
E-Mail: elittlefield@forestgrove-or.gov

Additional BPA Contact:

Bonneville Power Administration
905 NE 11th Ave
PO Box 3621
Portland, OR 97208-3621
Attn: Scott K. Wilson – PSW-6
Western Power Customer
Services Manager
Phone: (503) 230-7638
E-Mail: skwilson@bpa.gov

2. OPERATIONAL CONTACT INFORMATION

As applicable, the Parties shall notify the following people using the following methods for operations related to this Agreement, including scheduling:

If to Forest Grove:

Not Applicable

Or another mutually agreed upon form of notification.

If to BPA:

Preschedule

E-Mail: PBLPresched@bpa.gov

Real Time: See E-Tag for contact

Or another mutually agreed upon form of notification.

3. REVISIONS

Each Party shall notify the other Party of changes to their contact information above. After such notice, BPA may unilaterally revise section 1.2 and section 2 of this exhibit to reflect such changes to the Parties' contact information. All other changes to this Exhibit I will be made by mutual agreement of the Parties.

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Exhibit J
SUPPORT SERVICES; ADDITIONAL RESOURCE AND ENERGY STORAGE
DEVICE REQUIREMENTS

1. CUSTOMER RESOURCE ELECTIONS AND REQUIREMENTS SUMMARY

Elected Services by Resource					Resource Services and Requirements	
Resource Name	TSS Election		Applied to Tier 1 Allowance Amount	RSS Elections	Requires E-Tag	Flexible Resource Requirements
	TSS-Full	TSS-Partial				

2. TIER 1 ALLOWANCE AMOUNT

Forest Grove's total amount of Specified Resources that are applied to the Tier 1 Allowance Amount, as identified in section 2.1 of Exhibit A, are stated below. BPA shall calculate the Tier 1 Allowance Amount limit in accordance with section 3.5.2 of the body of this Agreement. If Forest Grove's CHWM changes, then BPA shall revise the Tier 1 Allowance Amount and Tier 1 Allowance Amount limit in the table below in accordance with section 3.5.2 of the body of this Agreement.

Tier 1 Allowance Amount (MW)	Tier 1 Allowance Amount Limit (MW)

3. RESOURCE SUPPORT SERVICES

3.1 BPA shall develop Support Services consisting of RSS and other Support Services to support eligible Dedicated Resources listed in section 2 and 3 of Exhibit A and eligible Consumer Owned Resources Serving On-site Consumer Load listed in section 7 of Exhibit A.

RSS may include, but are not limited to, providing forced outage services, services for generation that produces secondary energy, or services to support variable generation. Other Support Services may include, but are not limited to, scheduling services and curtailment management services. BPA shall offer an amendment to this Agreement with RSS and other Support Services contract provisions by July 31, 2026. Prior to that date, BPA shall provide Forest Grove a reasonable opportunity to provide input into the development or refinement of Support Services and the related contract provisions. BPA shall make RSS and other Support Services available starting in FY 2029.

3.2 If Forest Grove adds a New Resource to meet its obligations to serve Above-CHWM Load, consistent with the notice requirements in section 3.5.1 of the body of this Agreement, then Forest Grove may purchase RSS or a combination of RSS and other Support Services from BPA to support such resource.

4. **EXISTING DISPATCHABLE RESOURCE CAPACITY SHAPING REQUIREMENTS**

Forest Grove does not have any Existing Resources that are Dispatchable Resources.

5. **RESOURCE ADEQUACY REQUIREMENTS AND SUBMITTALS**

BPA acknowledges that the resource adequacy compliance requirements in this section 5 of Exhibit J are evolving. Accordingly, if future requirements change such that the intent of this section 5 is not being met, then BPA agrees to discuss such situations with customers and develop revisions to this section 5. In accordance with sections 17 and 22 of the body of the Agreement, the following shall apply.

5.1 **Resource Adequacy Submittals for Dedicated Resources and Consumer-Owned Resources Serving On-Site Consumer Load**

- 5.1.1 For all Forest Grove's Dedicated Resources and Consumer-Owned Resources serving On-Site Consumer Load, Forest Grove shall submit to BPA the QCC values and JCAF(s) for the Generating Resource(s) Forest Grove will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts for any Fiscal Year as follows.

For the winter WRAP season shown in the table below, such submittal shall be by November 1 prior to the Fiscal Year in which Forest Grove has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

For the summer WRAP season shown in the table below, such submittal shall be by June 1 prior to the Fiscal Year in which Forest Grove has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount.

WRAP Seasons	
Summer	June - September
Winter	November – March

- 5.1.2 Beginning October 1 immediately preceding the start of the winter season in which Forest Grove has a Dedicated Resource or Consumer-Owned Resource serving On-Site Consumer Load amount, and beginning May 1 immediately preceding the start of the summer season in which Forest Grove has a Dedicated Resources or Consumer-Owned Resource serving On-Site Consumer Load amount, Forest Grove shall submit a generation schedule for such Generating Resource(s), in hourly amounts, no later than one month in advance of each operating day. Such generation schedule can be for each hour of the entire WRAP summer or winter season or for each hour of each individual future day of the season.

- 5.1.3 On each preschedule day of the applicable WRAP season, Forest Grove shall submit a generation schedule for the Generating Resource(s) Forest Grove will provide to meet its Dedicated Resource and Consumer-Owned Resource serving On-Site Consumer Load amounts, as applicable, in hourly amounts for the day of delivery.
- 5.1.4 If BPA determines that Forest Grove does not need to provide certain information required in sections 5.1.1, 5.1.2, and 5.1.3 above, then BPA shall revise the table below to list any resources and information that Forest Grove does not need to provide.

Resource Name	Resource and Information Exemptions

5.2 Resource Adequacy Services

Unless a self-supply option is available and elected by Forest Grove, Forest Grove shall purchase Support Services for the following resources for resource adequacy planning purposes: (1) New Resource amounts serving Above-CHWM Load and (2) Consumer-Owned Resources serving On-Site Consumer Load except for those listed in section 7.4 of Exhibit A, in accordance with the applicable Power Rate Schedules and GRSPs.

Forest Grove shall be responsible for any resource adequacy-related planning obligations for any Planned NLSL or NLSL served by Dedicated Resource amounts or Consumer-Owned Resources listed in section 7.4 of Exhibit A.

5.3 WRAP Load Exclusions

- 5.3.1 By July 31, 2027, and by July 31 of each Forecast Year thereafter, Forest Grove may request that BPA allow a load exclusion. Upon receipt of such request, BPA will analyze Forest Grove's request, including impacts to BPA's ability to maintain resource adequacy and reliability, and any potential cost shifts to BPA and other BPA customers. In its sole discretion, BPA may: (1) allow a requested load exclusion, (2) allow a requested load exclusion subject to conditions designed to offset any negative impacts the requested load exclusion may have on the reliability of the power system or to share costs; or (3) decline a requested load exclusion.

By October 15 of the Rate Case Year following the request, BPA shall provide Forest Grove notice of its decision regarding the requested load exclusion, including a summary of its analysis and any conditions. By January 31 of that Rate Case Year, the Parties shall revise section 5.3.2 of this exhibit to state the terms and conditions of any allowed load exclusion. Such load exclusions will be effective on October 1 following the Exhibit J revision and shall remain in effect for the duration of that Rate Period. If the Parties do not revise Exhibit J pursuant to this section by January 31 of the applicable

Rate Case Year, then BPA shall not allow the requested load exclusion for the upcoming Rate Period.

5.3.2 Forest Grove does not have a WRAP load exclusion at this time.

5.4 Submittal Method

No later than October 1, 2027, and in accordance with section 22.1.1 of the body of this Agreement, BPA shall update this section 5.4, and section 2 of Exhibit I as applicable, with BPA's preferred mode of communication for WRAP-related information.

5.5 Pass-through Charges

Pursuant to section 22.2 of the body of this Agreement, BPA shall pass through WRAP charges to Forest Grove in instances where the charge is related to one or more of the following: (1) non-performance of Forest Grove's resource as planned; (2) failure to meet the requirements of sections 5.1.1, 5.1.2, 5.1.3 and 5.2 above.

If BPA finds that only a portion of such WRAP charge is related to one of the conditions above, then BPA shall pass through only the portion related to such conditions. BPA shall not pass through charges that are related to the failure of BPA-provided Support Services.

For any single instance of a pass-through charge for WRAP, BPA shall waive a related charge that BPA determines to be duplicative to other charges assessed.

6. ENERGY STORAGE DEVICES

The data included in this section 6 is intended for informational purposes.

6.1 Definitions

For purposes of this section 6, the following terms shall have the meaning as defined.

6.1.1 "Cycle" means an Energy Storage Device has discharged an amount of energy equal to its maximum rated storage capacity and been recharged to 100 percent of that rated capacity.

6.1.2 "Cycles per Day" means the number of times, or fraction thereof, that an Energy Storage Device can complete a Charge Cycle within a normal 24-hour period.

6.1.3 "Hours of Maximum Discharge" means the number of hours, or fraction thereof, an Energy Storage Device can discharge at its Maximum Single Hour Discharge.

6.1.4 "Maximum Charge Rate" means the maximum rate at which an Energy Storage Device can be charged from either a full or partial

discharge to either a higher level of charge or a full charge, in percentage of full charge per hour.

6.1.5 “Maximum Single Hour Discharge” means the maximum megawatt-hours that an Energy Storage Device is rated for discharge on a single hour.

6.1.6 “Round Trip Efficiency” means the percent of energy used in charging an Energy Storage Device that later can be discharged to the alternating current electrical system.

6.1.7 “Storage Capacity” means the megawatt-hours of energy an Energy Storage Device is designed and rated to be able to store and discharge to the alternating current electrical system on an ongoing basis.

6.2 Notice of Energy Storage Device Connection

Forest Grove shall provide notice to BPA of its or its consumer’s intent to connect an Energy Storage Device to Forest Grove’s distribution system. Such notice shall be provided no fewer than 30 calendar days prior to the Energy Storage Device connection and shall include the information specified in section 6.3.1.3 below. BPA will populate the table in section 6.3.1.3 within 60 calendar days of receiving the notice.

6.3 List of Forest Grove and Consumer-Owned Energy Storage Devices
Forest Grove does not have any Energy Storage Devices at this time.

7. REVISIONS

BPA shall unilaterally revise this exhibit to reflect: (1) Forest Grove’s resource elections and requirements in section 1 of this exhibit; (2) Forest Grove’s Tier 1 Allowance Amount in section 2 of this exhibit; (3) resource adequacy requirements in section 5 of this exhibit; and (4) updates or additions to Energy Storage Devices in section 6 of this exhibit. Additionally, BPA shall unilaterally revise section 3, Resource Support Services, of this exhibit to implement an established BPA rate for such products or services.

All other changes to this Exhibit J will be made by mutual agreement of the Parties.

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DAVID HILL URBAN RESERVE PLANNING AREA

Bryan Pohl | Community Development Director

Dan Riordan | Senior Planner

City Council Meeting 9|22|25

AGENDA

Work Session Purpose

City Council Goal Objective

Vision 2040 Plan

What is an Urban Growth Boundary?

What is an Urban Reserve Area?

Planning History

David Hill Urban Reserve Area

Urban Reserve Concept Planning Process

What Other Cities Have Done

Recent State Legislation

Potential Next Steps Discussion

WORK SESSION PURPOSE

3

This work session provides an opportunity for City Council to learn about and discuss the David Hill Urban Reserve Planning Area (URPA).

CITY COUNCIL GOAL OBJECTIVE

4

CITY OF FOREST GROVE



2025 CITY COUNCIL GOALS + ACTION PLAN



SSW CONSULTING

2025 City Council Goal Objective 1.1:

- **Initiate policy discussions on an urban reserve growth strategy.**

VISION 2040 PLAN

5



2040 COMMUNITY GROWTH GOAL STATEMENT:

- **We envision a well-connected, safe and environmentally sustainable community with diverse, affordable housing; resilient, green infrastructure; efficient mobility options; and strong public safety-creating a vibrant, accessible, and climate-conscious community for all.**

2040 OUTCOME:

- **Increase the supply of diverse and affordable housing options to meet current and future needs.**

VISION 2040 PLAN

6



2040 ACTION ITEMS:

- **2.8: Update the City's Comprehensive Plan**
- **2.22: Keep all long-term infrastructure plans up to date**
- **1.4: Increase industrial business development**
- **1.2: Increase volume and diversity of commercial business development**

WHAT IS AN URBAN GROWTH BOUNDARY?

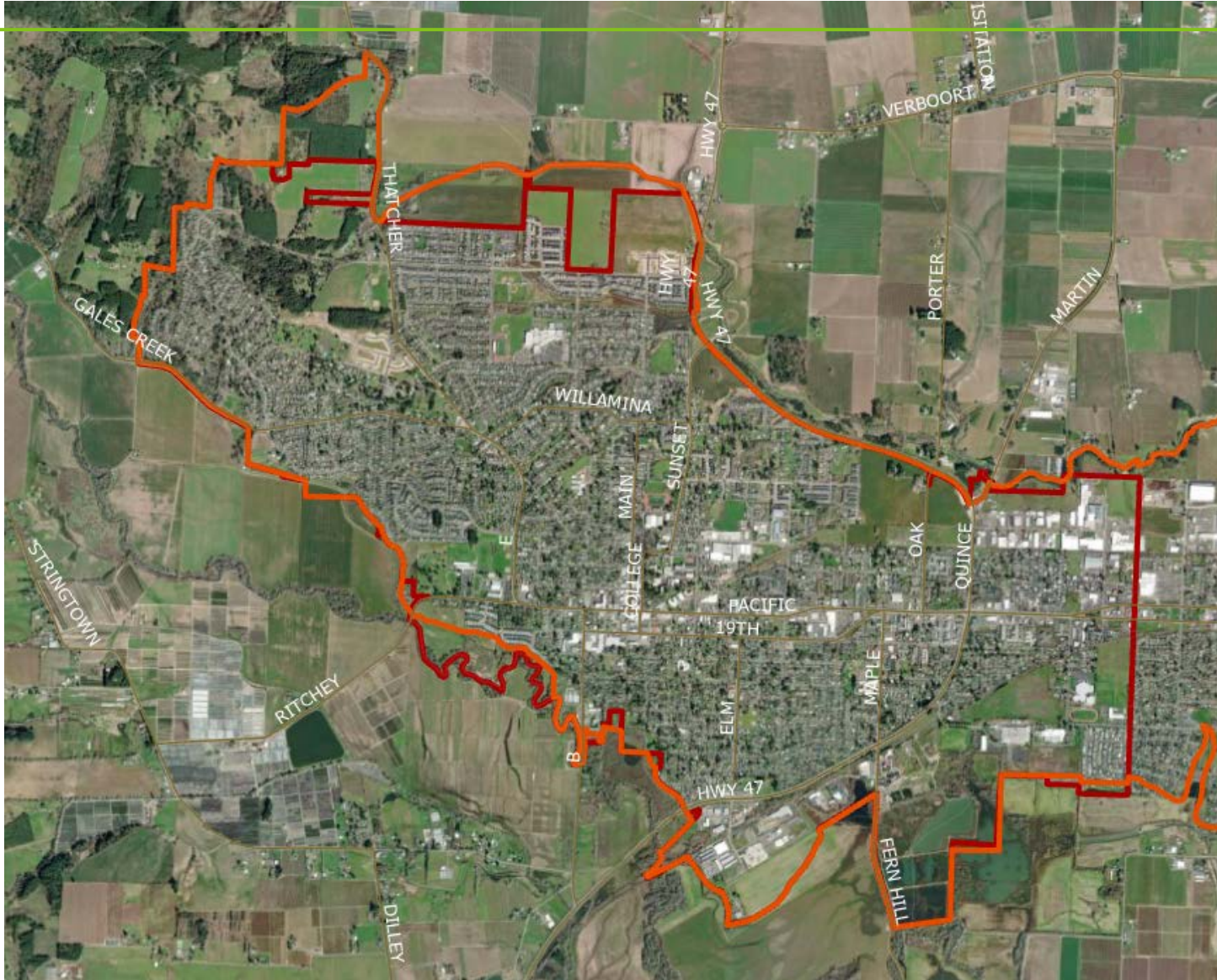
Oregon Revised Statutes Section 197.015:

“Urban Growth Boundary means an acknowledged urban growth boundary contained in a city or county comprehensive plan or adopted by Metro under ORS 268.390(3).”

An urban growth boundary is a line identified on a map that separates urban land from rural areas that could be urbanized.

An urban growth boundary is intended to include enough land to forecasted 20-year development needs for residential, commercial, employment and institutional uses.

WHAT IS AN URBAN GROWTH BOUNDARY?



- Urban Growth Boundary
- City Boundary

WHAT IS AN URBAN RESERVE?

9

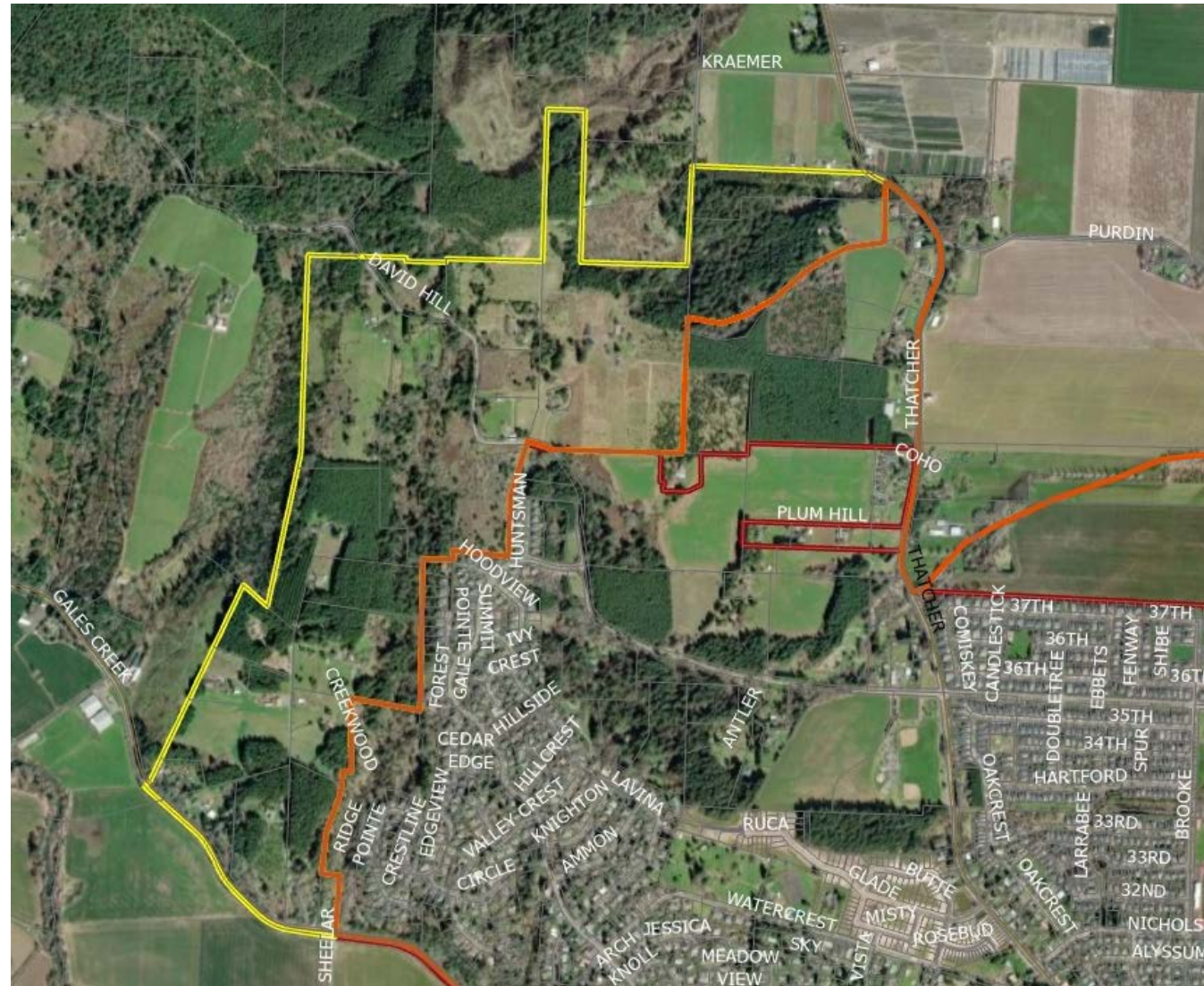
Established by state law and adopted by Metro for areas adjacent to the Portland urban growth boundary .

Oregon Administrative Rules Section 660-027-0010(11):

“Urban Reserve means lands outside an urban growth boundary intended for future expansion of the urban growth boundary over a long-term period and to facilitate planning for the cost-effective provision of public facilities and services when the lands are included within the urban growth boundary.”

“Urban Reserve Planning Area” (URPA) refers to the David Hill Urban Reserve Area.

URBAN RESERVE PLANNING AREA (URPA) ¹₀



- City Boundary
- Urban Growth Boundary
- Urban Reserve Planning Area Boundary

PLANNING HISTORY

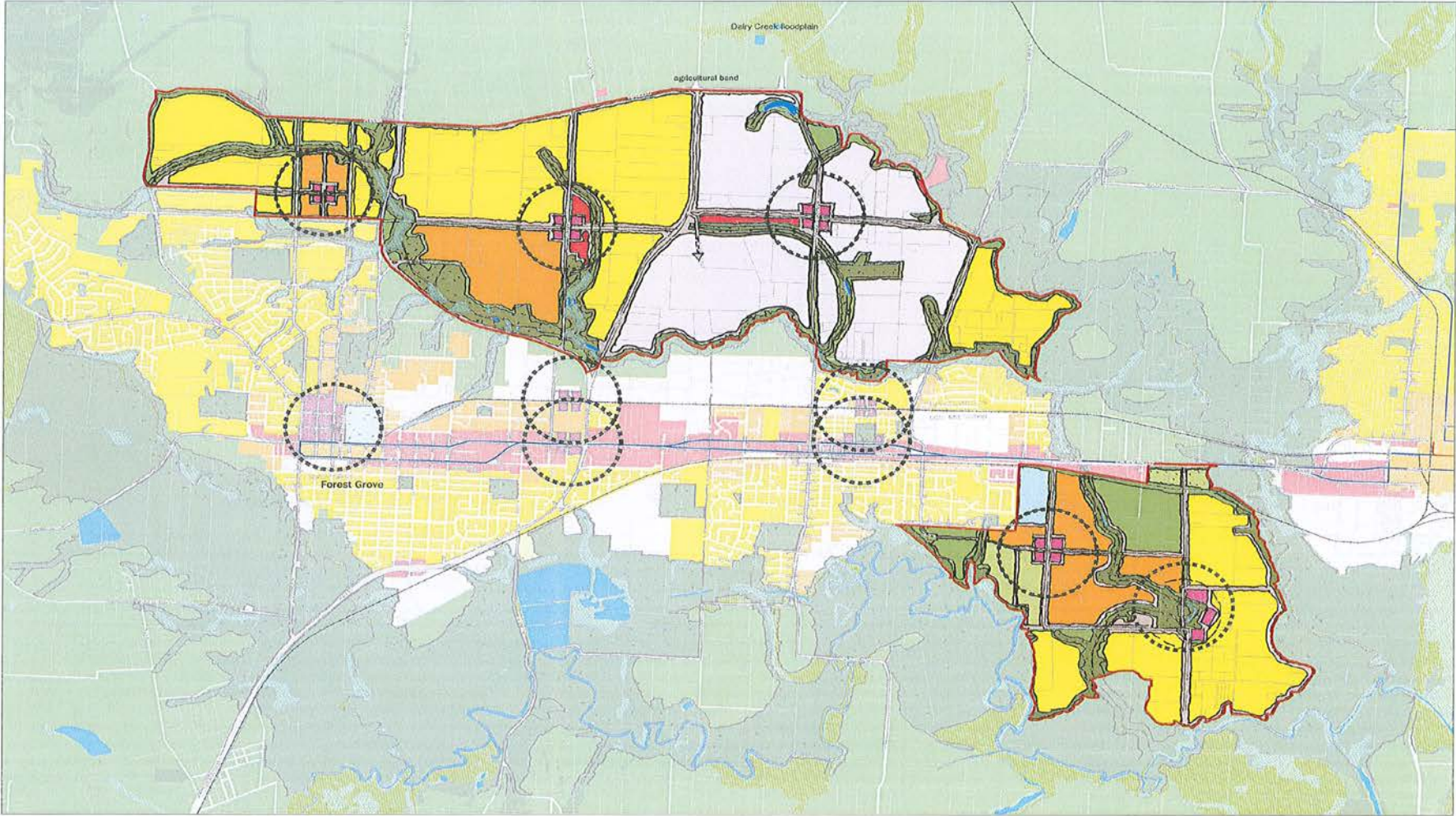
1
1

Long Range Planning Efforts Related to urban reserves:

- **Great Communities Planning Process (2006-2008)**
- **Washington County Urbanization Forum (2009)**
- **Regional Urban Reserve Planning Process (2009-2014)**
- **Portland State University David Hill Urban Reserve Concept (2011)**
- **Legislative Urban Reserve Grand Bargain (2014)**
- **Westside Refinement Plan for areas added to the urban growth boundary through the Grand Bargain (2017)**
- **Urban Planning Area Agreement with Washington County Update (2018)**
- **Water Master Plan Update (2021)**

PLANNING HISTORY

Great Communities Land Use Concept

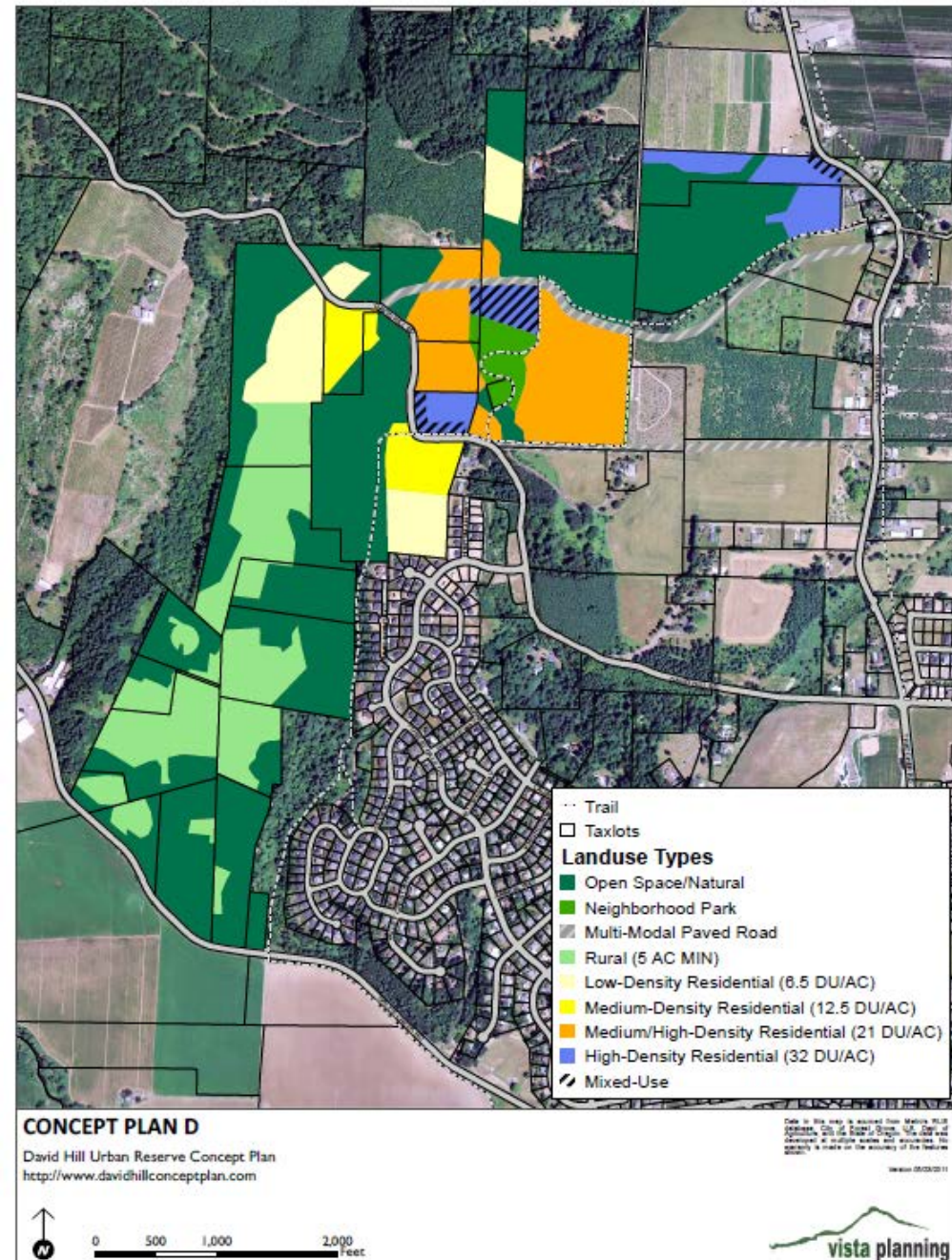


Great Communities
Forest Grove / Cornelius Test Area Sketch Diagram



PLANNING HISTORY

Portland State University Concept David Hill Urban Reserve



WHY THE DAVID HILL URPA?

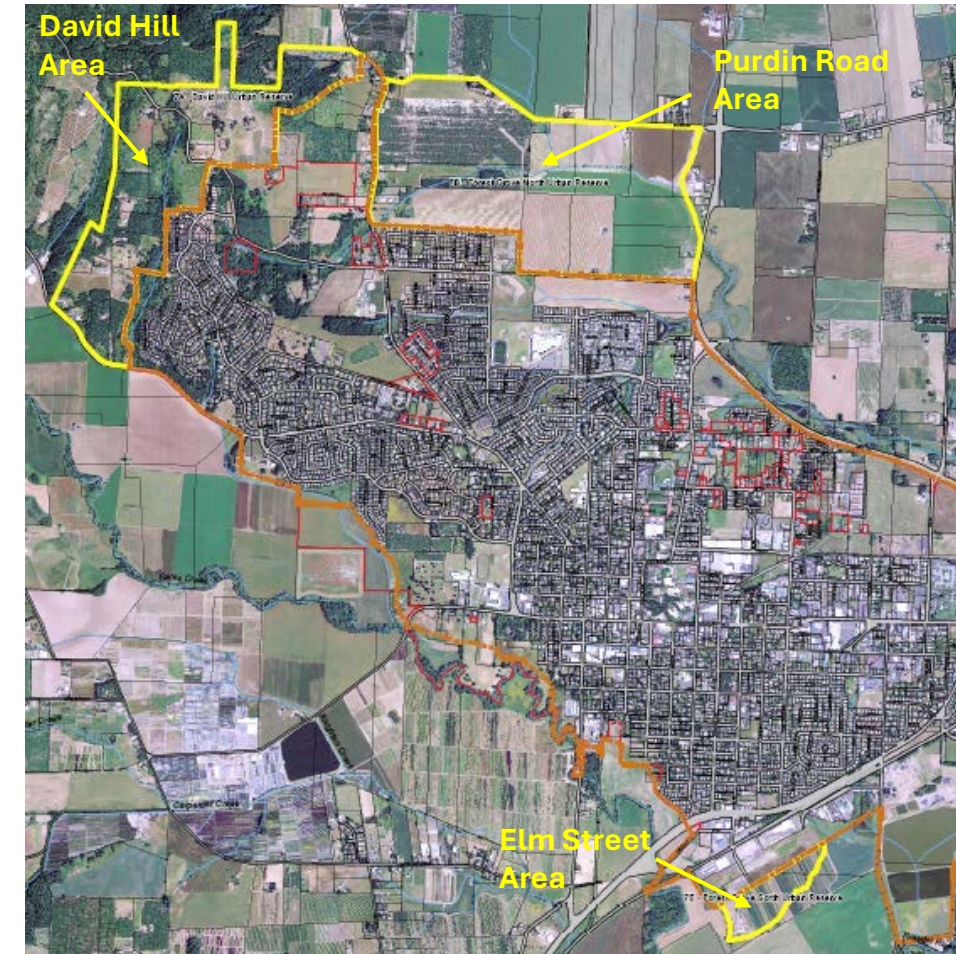
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4

The David Hill URPA was part of an initial proposal that included the David Hill, Purdin Road, and Elm Street areas.

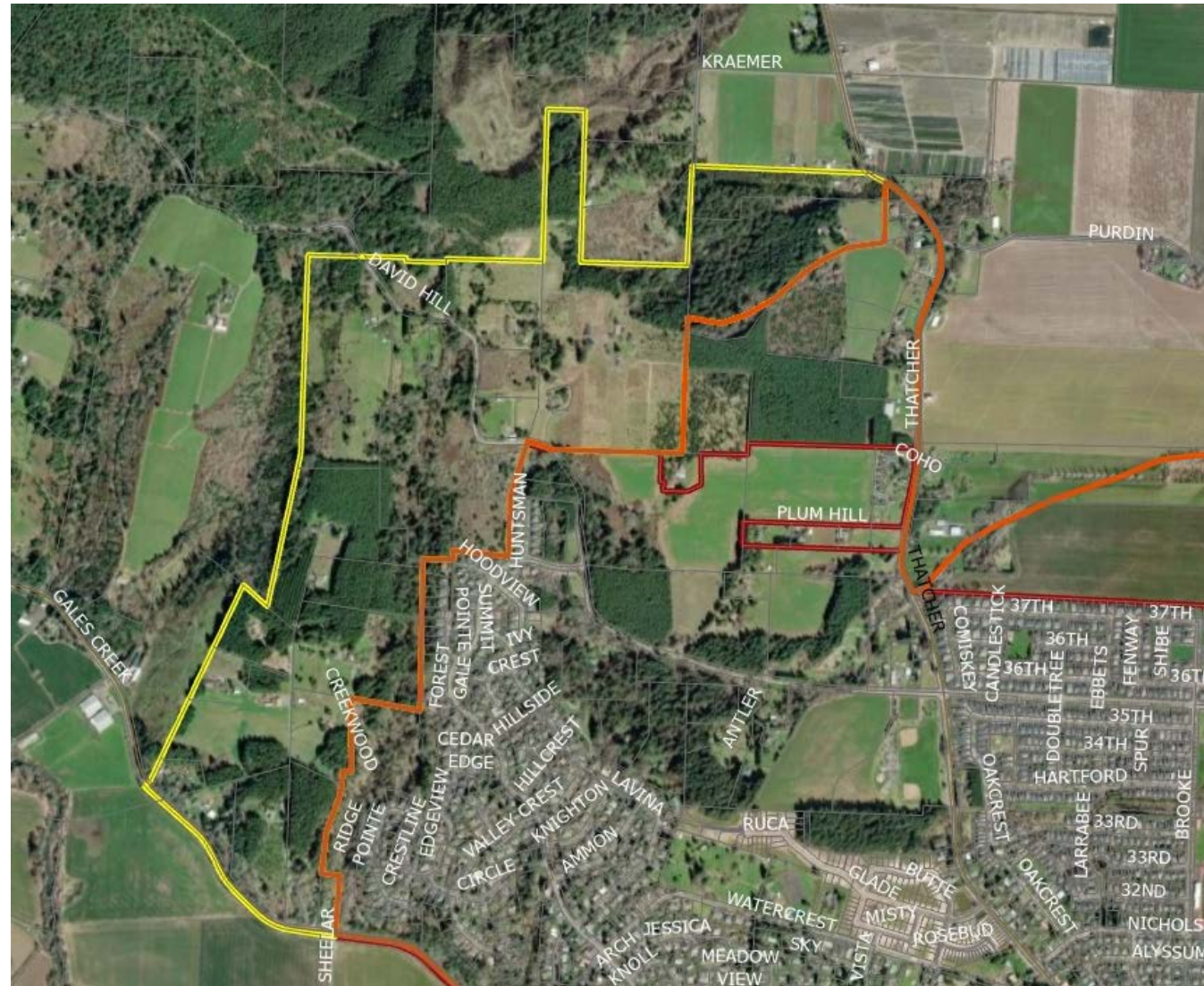
The combined area supported a variety of proposed land uses including residential, commercial and industrial.

The combined area also provided an opportunity for efficient public service delivery.

Including the David Hill area also allows for protection of natural resources after land is annexed into the City.



URBAN RESERVE PLANNING AREA (URPA) ¹₅

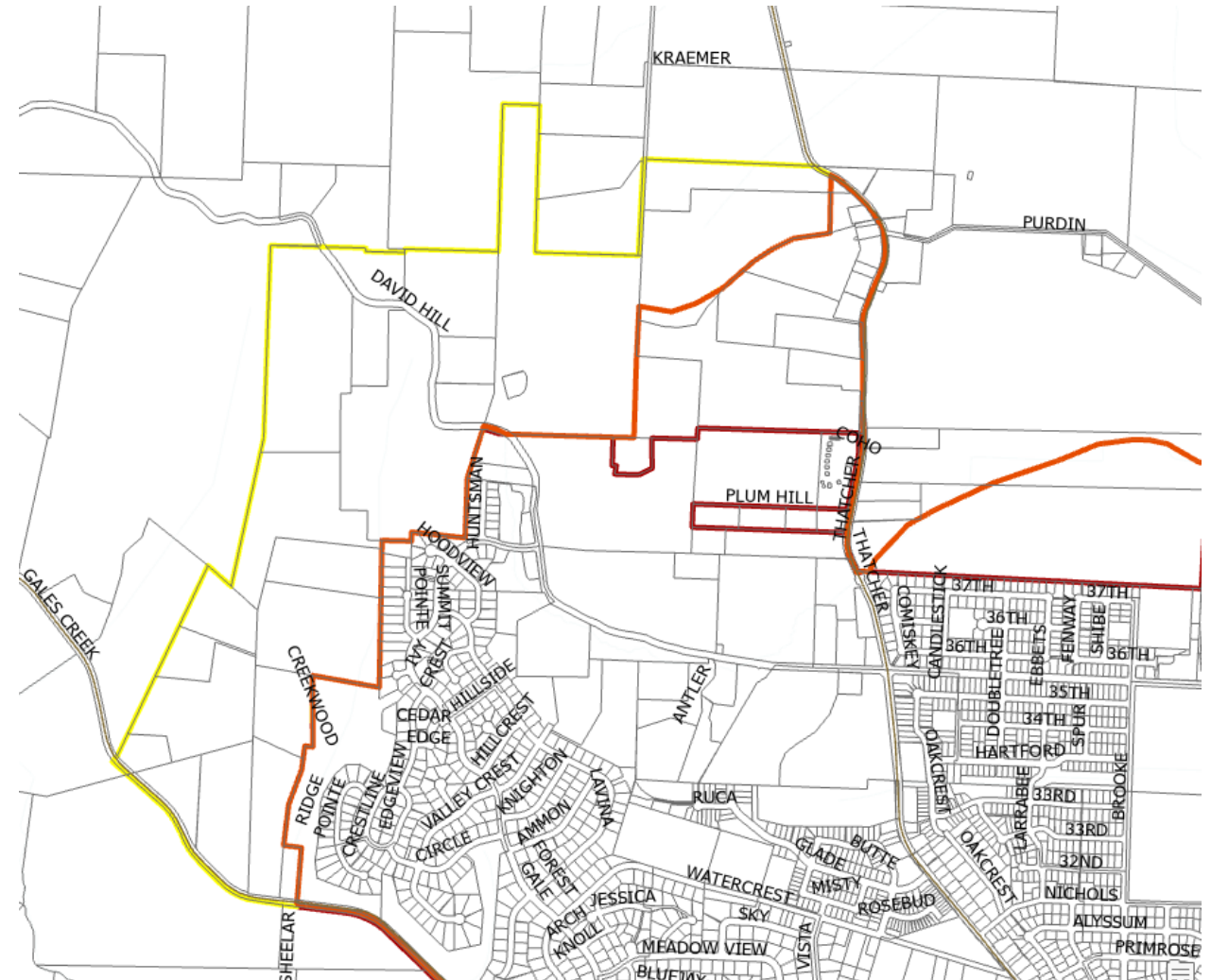


- City Boundary
- Urban Growth Boundary
- Urban Reserve Planning Area Boundary

URPA CHARACTERISTICS

1
6

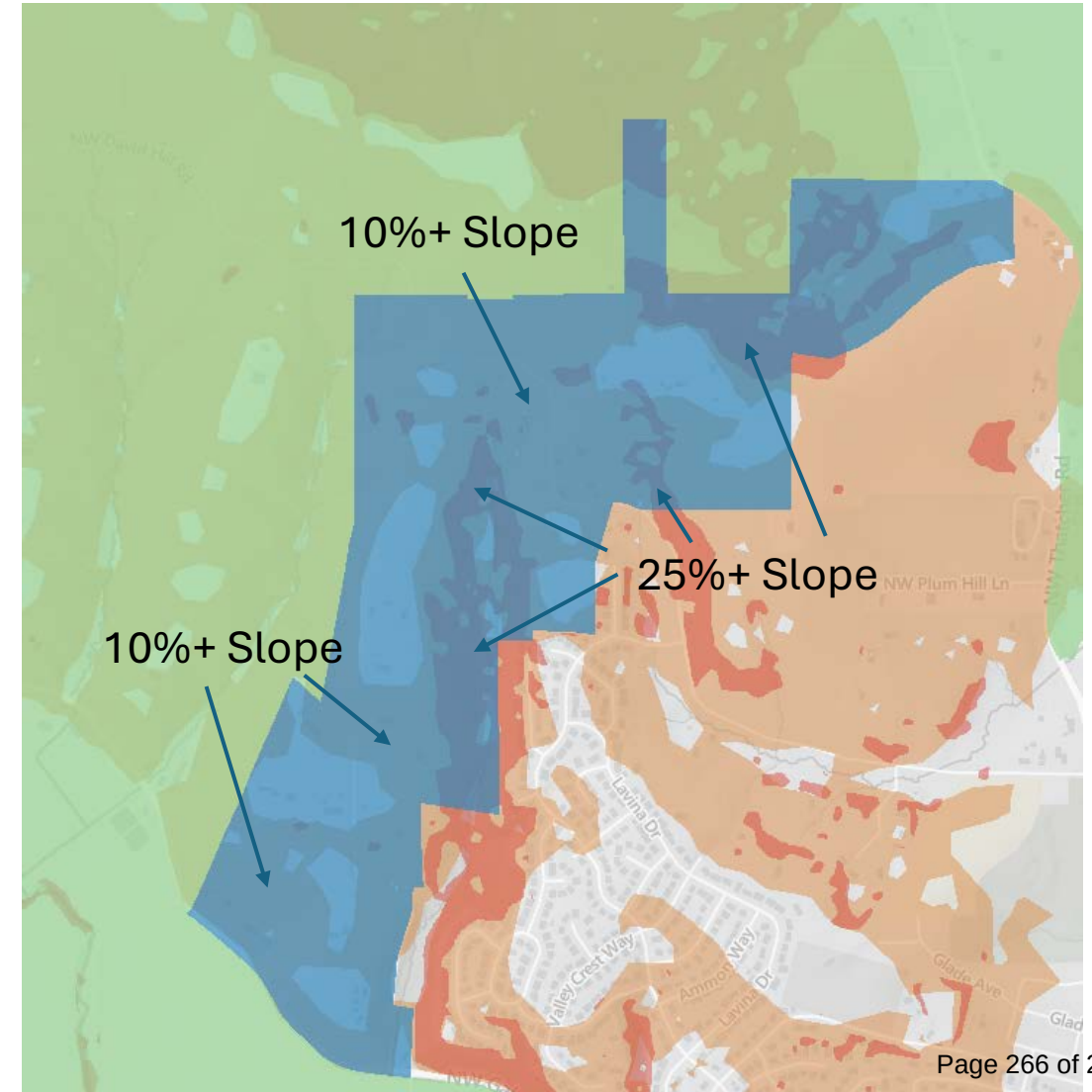
Land Ownership/Parcelization



URPA CHARACTERISTICS

1
7

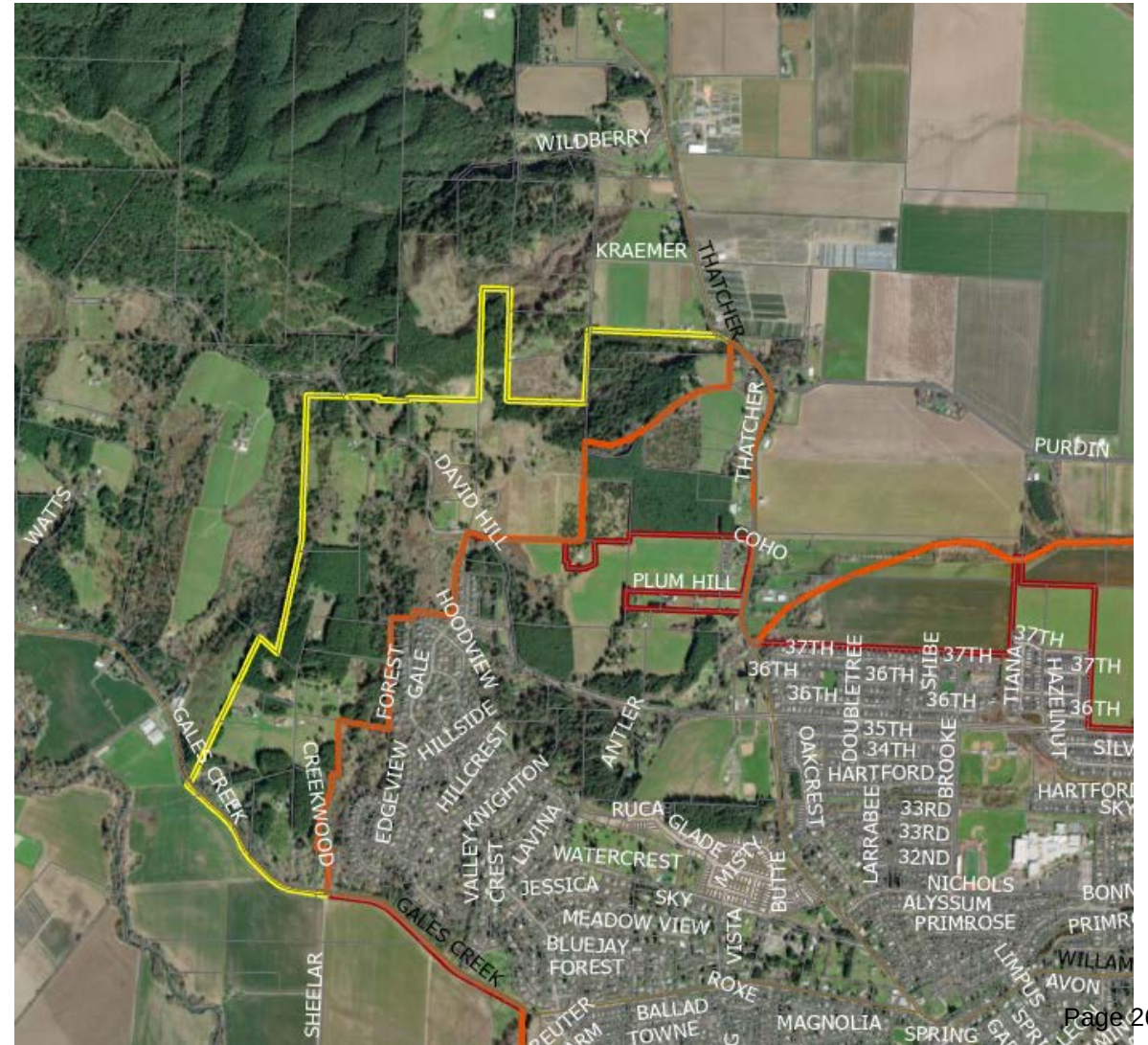
Topography



URPA CHARACTERISTICS

1
8

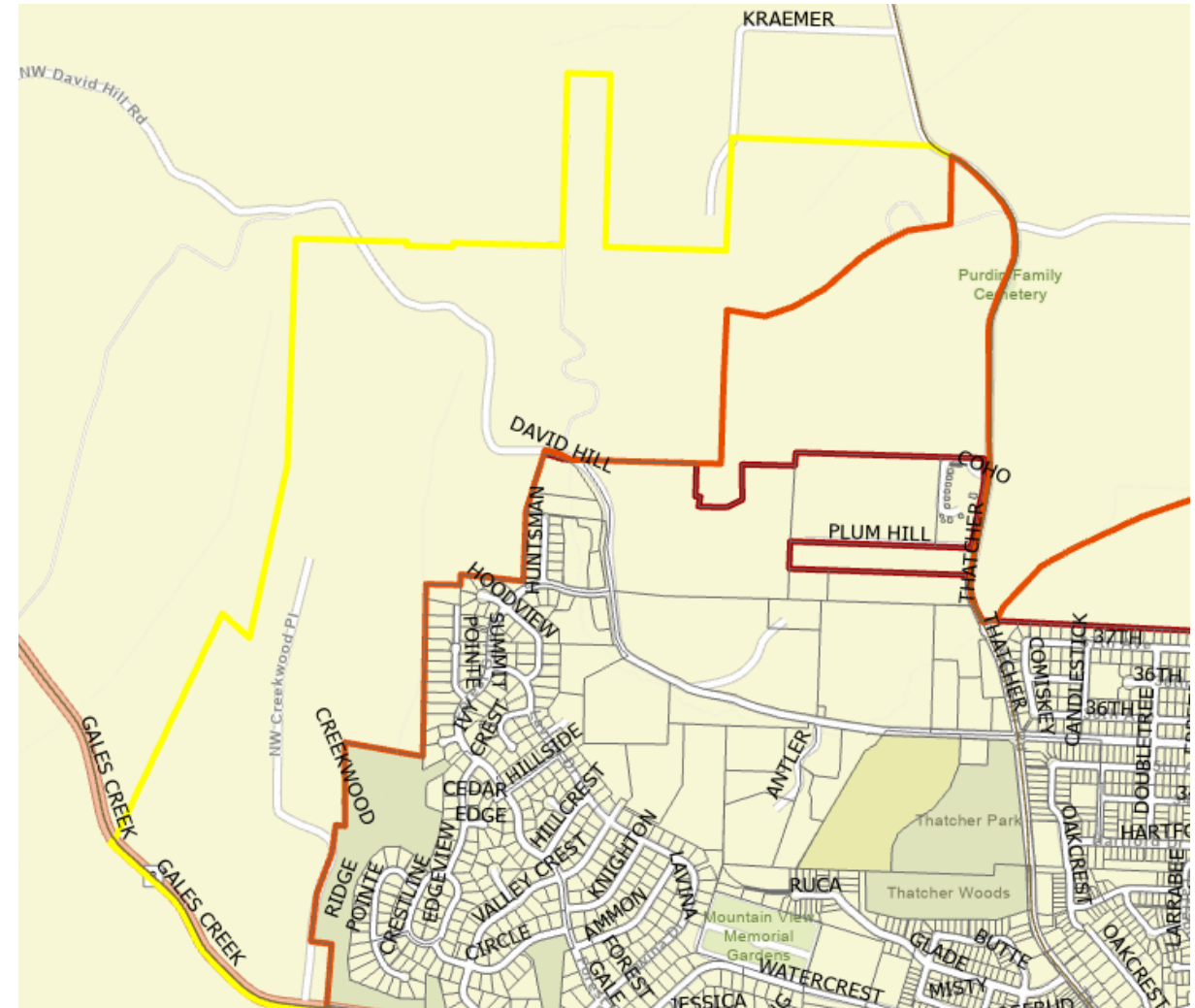
Urban/Wildland Interface



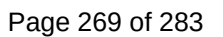
URPA CHARACTERISTICS

1
9

Transportation



20



URPA CONCEPT PLANNING PROCESS

2
1

The City is responsible for developing a concept plan in consultation with the County for the URPA in coordination with Metro and appropriate service districts.

The process is governed by Title 11 of the Metro Urban Growth Management Functional Plan and the Urban Planning Area Agreement between the County and City.

URPA CONCEPT PLANNING PROCESS

2
2

The Metro Urban Growth Management Functional Plan requires long range planning for urban reserves to ensure that reserves added to the urban growth boundary are:

- **Urbanized efficiently,**
- **Become or contribute to mixed-use, walkable, transit-friendly communities,**
- **Supports the construction all types of needed housing including housing across the price spectrum.**

URPA CONCEPT PLANNING PROCESS

2
3

Candidate urban reserve areas proposed for addition to the urban growth boundary are generally considered by Metro on a 6-year cycle. The last review was completed in 2024.

State law allows for mid-cycle amendments to the urban growth boundary for land exchanges and modest expansions to the urban growth boundary.

URPA CONCEPT PLANNING PROCESS

2
4

The Metro Urban Growth Management Functional Plan requires:

- 1. The county and city to work together with Metro and appropriate service districts to prepare a detailed concept plan for the urban reserve area prior to addition into the urban growth boundary.**
- 2. The area subject to the concept plan and date for completion will be jointly determined by Metro, the county and the city.**

URPA CONCEPT PLANNING PROCESS

2
5

A concept plan must identify actions necessary to achieve the following outcomes:

- 1. Cost-effective and efficient provision of public facilities.**
- 2. A development pattern supportive of pedestrian and bicycle travel to retail, professional and civic services.**
- 3. A range of housing types, including rental and ownership at a variety of prices.**
- 4. A well-connected system of streets, bikeways, parks, recreational trails and public transit.**
- 5. Protection of natural features.**
- 6. Avoidance of minimization of adverse effects on farm and forest practices on nearby rural lands.**

URPA CONCEPT PLANNING PROCESS

2
6

A concept plan must:

- 1. Show locations for any residential, commercial, industrial, institutional and public uses proposed for the urban reserve area.**
- 2. Identify general locations for needed utilities with enough detail to allow for preparing cost estimates to determine feasibility.**
- 3. Propose methods for funding needed public utilities and the street network.**
- 4. Identify preliminary strategies to support desired plan outcomes.**
- 5. Indicate locations for water quality and habitat conservation resource areas located in the URPA.**
- 6. Be coordinated with the school district.**

URPA CONCEPT PLANNING PROCESS

2
7

The Urban Planning Area Agreement (UPAA) between the City and Washington County also addresses requirements for the URPA including:

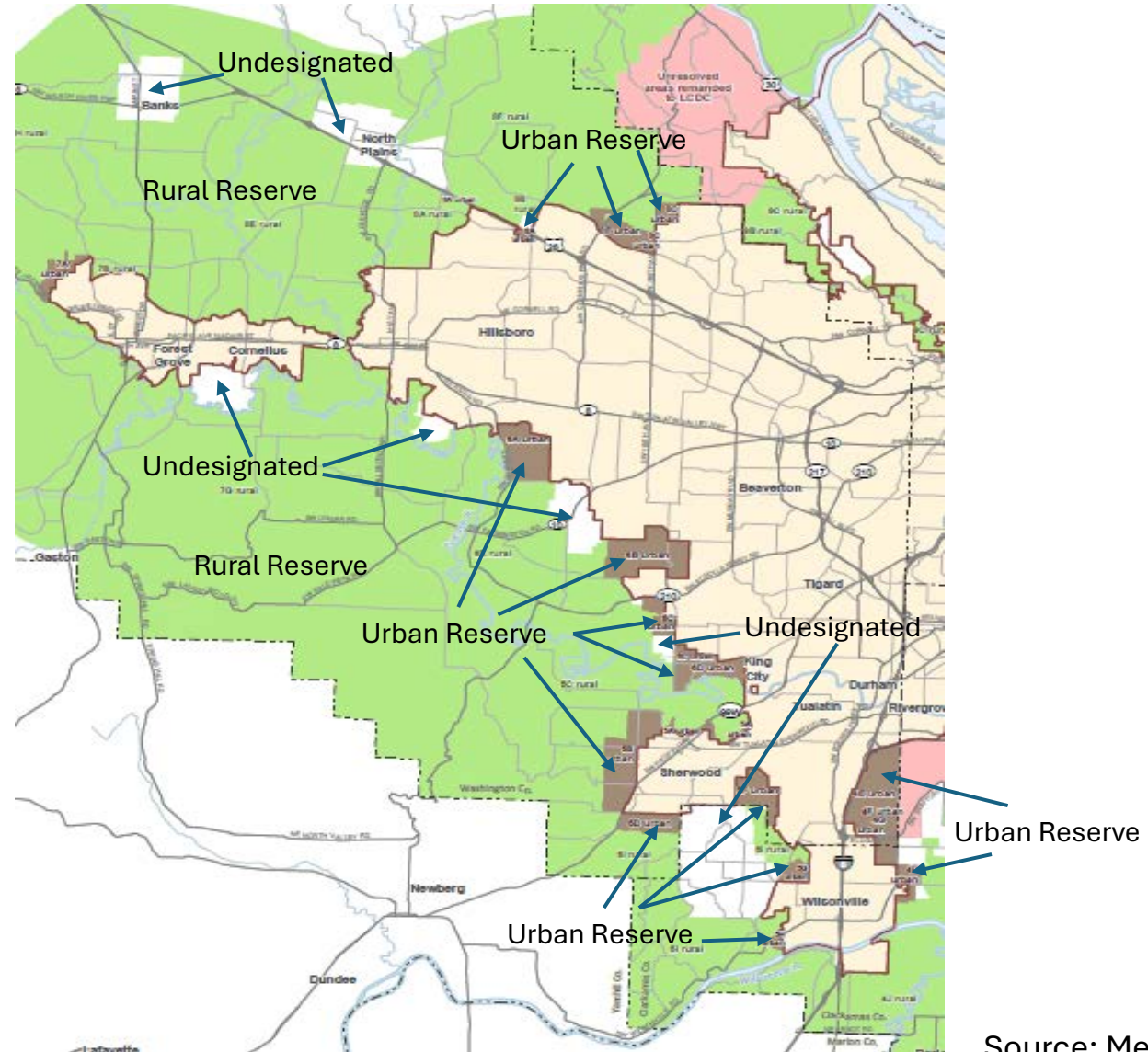
- **An agreement between the County and City regarding expectations for road funding and jurisdictional transfer.**
- **An agreement between the County and City that identifies that the City will be the likely provider of urban services.**
- **Acknowledgment of the URPA concept by the County.**

After adoption and acknowledgement, the URPA will be designated as part of the City's urban planning area shown in the UPAA.

WHAT OTHER CITIES HAVE DONE

2
8

Undesignated areas may be considered for designation as urban reserve after at least 75% of the existing urban reserve area is added to the urban growth boundary



RECENT STATE LEGISLATION

2
9

SB 4 (2023)

Provided authority to the Governor to add 373 acres of land into urban growth boundary for industrial development. The Governor considered the proposal but did not move forward. The legislation expired on December 31, 2024.

HB 3708 (2025)

Allows cities with a population of 20,000 or less to expand an urban growth boundary under a temporary program for affordable housing. The bill was in committee upon adjournment

RECENT STATE LEGISLATION

3
0

SB 1129 (2025)

Directs rulemaking by the Oregon Department of Land Conservation and Development to allow local governments to give lower priority to inclusion of lands in an urban reserve where providing urban services is not reasonable or cost effective due to topographical or other physical constraints.

HB 2316 (2025)

Allows the Oregon Department of Administrative Services to designate certain state and local lands within urban growth boundaries as “home start lands” for affordable housing and potentially exempting such lands from some land use laws and property taxes for a limited time. Signed by the Governor.

RECENT STATE LEGISLATION

3
1

SB 1136 (2025)

Requires the Land Development and Conservation Commission to adopt model ordinances for urban growth boundary amendments for cities outside of Metro with populations under 25,000. In committee upon adjournment.

HB 3758 (2025)

Allows cities to expand their urban growth boundaries to account for unbuildable land within their existing buildable land inventory. In committee upon adjournment.

RECENT STATE LEGISLATION

3
2

SB 958 (2025)

Allows cities and counties to designate certain lands outside of urban growth boundaries for residential or light commercial use and exempts such lands from statewide land use planning laws. In committee upon adjournment.

POTENTIAL NEXT STEPS

3
3

1. **Proceed with an initial feasibility analysis to determine the practicality of providing cost-effective public services and a range of housing types.**
2. **Apply for funding from Metro to prepare a formal concept plan for the entire URPA.**
3. **Apply for funding from Metro to prepare a formal concept plan for a specific portion of the URPA.**
4. **Defer moving forward with an urban reserve concept plan until after completion of the City's required Housing Capacity Analysis and Housing Production Strategy to be completed by the end of 2027 and 2028, respectively.**
5. **Work with neighboring cities, the County and Metro on possible reserve area legislation to address urban reserve limitations.**

DISCUSSION