



ADAM LONEY
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March 26, 2020

Public Utility Commission of Oregon
Filing Center
201 High Street SE, Suite 100
P.O. Box 1088
Salem, Oregon 97301

Re: UM 1930 – Community Solar Program Implementation

Dear Filing Center:

Idaho Power Company (“Idaho Power” or the “Company”) hereby submits a revised tariff and pro forma power purchase agreement (“PPA”) for projects participating in the Community Solar Program (“CSP”). Idaho Power appreciates the collaborative effort to review the CSP tariff and pro forma agreements at the stakeholder workshop held on March 19, 2020. In response to Staff and stakeholder feedback, Idaho Power proposes the following modifications to the CSP PPA, which are in addition to those revisions reflected in the Company’s March 10, 2020 filing:

- Termination: Section 11 revised so that Idaho Power can terminate the PPA only after the Program Administrator has notified Company in writing that the Project is no longer certified as a Project in the CSP or by mutual agreement of the Parties.
- Insurance Requirements: Section 13 revised so that the insurance requirement applies to projects greater than 200 kilowatts.

The Company has also revised the proposed tariff to remove the obligation to pay operations and maintenance expenses associated with interconnection facilities. This revision conforms the tariff to the revised PPA the Company filed on March 10, 2020.

March 26, 2020

Page 2

To facilitate review of these revisions, the Company has included clean versions of the tariff and PPA and versions that show the changes. The attached PPA includes the revisions agreed to by the Company in its comments filed on March 10, 2020.

Respectfully submitted,



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Donovan Walker
Idaho Power Company

Attorneys for Idaho Power Company

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM 1930

IDAHO POWER COMPANY

Community Solar Program Tariff

Revised

Clean Version

March 26, 2020

SCHEDULE __

OREGON COMMUNITY SOLAR
INTERCONNECTION AND POWER
PURCHASE AGREEMENT

AVAILABILITY

Service under this schedule is available throughout the Company's service territory within the State of Oregon.

DEFINITIONS

As-Available Rate is the rate for purchase of a Project's Unsubscribed Energy and is eighty five percent (85%) of the monthly Avoided Energy Cost.

Avoided Energy Cost is eighty two and 4 tenths percent (82.4%) of the monthly arithmetic average of each day's Intercontinental Exchange ("ICE") daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day's index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

$$.824 * (\sum_{X=1}^n \{ (ICE \text{ Mid-C Peak Avg}_x * \text{HL hours for day}) +$$

$$(ICE \text{ Mid-C Off-Peak Avg}_x * \text{LL hours for day}) \} / (n*24))$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

Certified Projects are Projects that have been certified by the Oregon Public Utility Commission of Oregon under OAR 860-088-0050.

Community Solar Program is the program established for the procurement of electricity from community solar projects pursuant to ORS 757.386(2).

Community Solar Program Interconnection is the interconnection service offered by the Company to Projects.

Energy means the non-firm electric energy, expressed in kWh, generated by the Project and delivered to the Company in accordance with the conditions of this schedule. Energy is measured net of Losses and Station Use.

Losses are the loss of electric energy occurring as a result of the transformation and transmission of electric energy from the Project to the Point of Delivery.

Participant means a customer of the Company that is either a subscriber or owner of a Project.

Pre-certified Project is a project that is pre-certified by the Oregon Public Utility Commission under OAR 860-088-0040.

Prudent Electrical Practices are those practices, methods, and equipment that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.

Project is one or more solar photovoltaic energy systems used to generate electric energy on behalf of Community Solar Program owners and subscribers and for which owners and subscribers receive credit on their electric bills.

Project Manager is the entity having responsibility for managing the operation of a Project and contracting with the electric company that procures electricity from the Project.

PURPA means the Public Utility Regulatory Policies Act of 1978.

Point of Delivery is the location where the Company's and Project's electrical facilities are interconnected as defined in the Generator Interconnection Agreement with the Company.

Qualifying Facility is a solar photovoltaic facility that meets the PURPA criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

Standby Power is electrical energy or capacity supplied by the Company during an unscheduled outage of a Project to replace energy consumed by the Project that is ordinarily supplied by the Project.

Station Use is electric energy used to operate the Project that is auxiliary to or directly related to the generation of electricity and which, but for the generation of electricity, would not be consumed by Project.

Subscribed Energy means the portion of the Energy delivered to the Point of Delivery for which the Project has obtained a subscriber or owner and for which the Company must credit the Subscribers and Owner's electric bills.

Supplementary Power is electric energy or capacity supplied by the Company that is regularly used by the Project in addition to the Energy and capacity that the Project supplies itself.

Unsubscribed Power means the portion of the Energy delivered to the Point of Delivery for which the Project has no subscriber or owner and for that is purchased by the Company at the As-Available Rate.

PART A: COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT BETWEEN COMPANY AND PROJECT

APPLICABILITY

To a Community Solar Project, as defined in OAR 860-088-0010, that::

1. Located within the Company's Oregon service territory;
2. Is a qualifying Community Solar Project (CSP) as that term is defined in Oregon Laws 2016, chapter 28, section 22(1)(a) and meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088; and
3. Certified as a Qualifying Facility under PURPA.

Issued by IDAHO POWER COMPANY
By Timothy E. Tatum, Vice President, Regulatory Affairs
1221 West Idaho Street, Boise, Idaho

OREGON
Issued: _____, 2020
Effective with Service
Rendered on and after:

Advice No. 20-__

Upon request by a Project, the Company will enter into an Agreement of up to 20 years for the procurement and purchase of Energy from the Project under and with the following conditions:

CONTRACTING PROCESS

1. To obtain an Agreement, the Project must notify the Company of its intent to enter into an Agreement and provide the Company, in writing, with the general project information listed in this schedule.
2. Upon receipt of complete Project information, the Company must provide a draft Agreement to the Project within 15 calendar days.

CONTRACT TERMS

1. The Company shall accept all Energy from a Certified Project located within its service territory that is directly interconnected to the Company.
2. The Company shall meter all Energy from a Certified Project at the Point of Delivery. Once Commercial Operation is achieved, not later than the second business day of each month of Project Operation, the Company shall report to the Program Administrator the amount of Energy received at the Point of Delivery for the preceding month, in kWh.
3. The Company shall compensate the Certified Project monthly for each kWh of Energy accepted at the Point of Delivery as follows:
 - a. For Subscribed Energy, the Company will provide a bill credit to each Participant to compensate them for their monthly share of the Subscribed Energy at the bill credit rate determined by the Commission. Each Participant's monthly share will be determined by the Program Administrator.
 - b. For the Subscribed Energy that exceeds a Participant's annual consumption, the Company will donate the excess Subscribed Energy to its Low-Income Bill Assistance Program by crediting the Assistance Program with the dollar value of the excess Energy at the Company's As-Available Rate. The Program Administrator will determine for each Participant whether the Participant's share of the Energy exceeds the Participant's annual usage and if so, the amount of the excess.
 - c. For Unsubscribed Energy, after receipt of an invoice from the Program Administrator, the Company will submit payment to the Program Administrator for each kWh of Unsubscribed Energy at the Company's As-Available Rate. The Program Administrator will determine which portion of Energy delivered to the Company for each month is Unsubscribed Energy.
4. The Project shall never deliver or attempt to deliver energy to the Company's system when the Company system serving the Project is de-energized for any reason.
5. The Seller and the Company shall each indemnify the other, their respective officers, agents, and employees against all loss, damage, expense, and liability to third persons for injury to or death of persons or injury to property, proximately caused by the indemnifying party's construction, ownership, operation or maintenance of, or by failure of, any of such party's works or facilities used in connection with purchases under this schedule. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.
5. The Company shall offer to provide Standby Power and Supplementary Power to the Seller. Charges for Supplementary and Standby Power will be in accordance with the Company's Schedule 7 as that schedule is modified from time to time by the Commission.
6. The Seller shall maintain voltage levels acceptable to the Company.

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By Timothy E. Tatum, Vice President, Regulatory Affairs
1221 West Idaho Street, Boise, Idaho

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Advice No. 20-__

7. The Company shall not be obligated to accept, and the Company may require the Seller to curtail, interrupt or reduce deliveries of Energy if the Company, consistent with Prudent Electrical Practices, determines that curtailment, interruption or reduction is necessary because of line construction or maintenance requirements, emergencies, or other critical conditions on its system.
8. The Company and the Project shall maintain appropriate operating communications through the Designated Dispatch Facility.
9. The Seller shall secure and continuously carry general liability insurance coverage for both bodily injury and property damage in the amount of not less than \$1,000,000 each occurrence, combined single limit, listing Idaho Power Company as Additional Insured and with a Waiver of Subrogation endorsement.
10. The Project shall grant to the Company all necessary rights of way and easements to install, operate, maintain, replace and remove the Company's metering and other Interconnection Facilities including adequate and continuing access rights to the property of the Project. The Project warrants that it has procured sufficient easements and rights of way from third parties as are necessary to provide the Company with the access described above. The Project shall execute such other grants, deeds, or documents as the Company may require to enable it to record such rights of way and easements.
11. Depending on the size and location of the Project, it may be necessary for the Company to establish additional requirements for operation of the Project. These requirements may include, but are not limited to, voltage, reactive, communications or operating requirements.
12. The length of the contract can be a term of up to twenty years, and is at the Project's discretion.
13. The Project shall pay the Company the current Integration Charge from the Company's Oregon Schedule 85 based on the total Nameplate Capacity of the Project and the total Nameplate Capacity of solar under contract with the Company.
14. The Project shall pay the Company for all costs of Interconnection Facilities as provided for in Section B of this Schedule.

PART B: INTERCONNECTION PROCESS AND SERVICE

APPLICABILITY

To a Community Solar Project, as defined in OAR 860-088-0010, that:

1. Located within the Company's Oregon Service Territory;
2. Is a qualifying Community Solar Project (CSP) as that term is defined in Oregon Laws 2016, chapter 28, section 22(1)(a) and meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088;
3. Together with all other interconnected and requested generation in the local area, is less than 100 percent of minimum daytime load (MDL), as determined by the Company. If a measure of MDL is not available for the feeder, Company will use 30 percent of summer peak load; and
4. Submits a valid Application for CSP Interconnection Tier 2 or Tier 4 Interconnection (CSP Interconnection Application).

SPECIAL CONDITIONS

Issued by IDAHO POWER COMPANY
By Timothy E. Tatum, Vice President, Regulatory Affairs
1221 West Idaho Street, Boise, Idaho

OREGON
Issued: _____, 2020
Effective with Service
Rendered on and after:

Advice No. 20-__

2020

1. Interconnection of the CSPs will be limited to Energy Resource Interconnection Service only. The Company will designate each CSP a Network Resource. If designating the CSP a Network Resource identifies additional network upgrades beyond those identified in the Energy Resource Interconnection Service study process, then the Company will make a subsequent filing with the Commission regarding allocation of the additional network upgrade costs.
2. Eligible CSPs will be processed and studied within the traditional serial queue, unless doing so results in an unreasonable delay to the study timelines beyond those set forth in OAR 860, Division 082. For tracking purposes, the Company will maintain a separate CSP queue.
3. The Company will process all CSP Interconnection Applications in the order received. Requests for CSP interconnection will be assigned queue positions in the traditional serial queue in the order in which the request, and all associated requirements, are received. CSP projects will not be assigned a separate queue position in the CSP queue.
4. If an applicant for CSP interconnection has two CSPs eligible for interconnection, it can request the projects to be studied jointly if the CSP Interconnection Applications are submitted within 7 calendar days of each other.
5. The Company may conduct a joint study for two or more CSP Projects that request interconnection to the same distribution circuit, so long as the CSP Projects submit CSP Interconnection Applications within seven (7) calendar days of each other and each request a joint study. Such CSP Projects shall share in the costs for CSP interconnection study.
6. CSP Projects that have a Generator Step-Up 1000 kVA or smaller may qualify to utilize low-voltage Current Transformers (CT) metering in place of primary metering.
7. The CSP Interconnection Application is set forth in Exhibit A to this Schedule.
8. The Feasibility Study Agreement for CSP Projects is set forth in Exhibit B to this Schedule.
9. The System Impact Study Agreement for CSP Projects is set forth in Exhibit C to this Schedule.
10. The Facilities Study Agreement for CSP Projects is set forth in Exhibit D to this Schedule.
11. The CSP Project Interconnection Agreement is set forth in Exhibit E to this Schedule.

Issued by IDAHO POWER COMPANY
 By Timothy E. Tatum, Vice President, Regulatory Affairs
 1221 West Idaho Street, Boise, Idaho

OREGON
 Issued: _____, 2020
 Effective with Service
 Rendered on and after:
 _____,

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM 1930

IDAHO POWER COMPANY

Community Solar Program Tariff

Revised

Redline Version

March 26, 2020

SCHEDULE __

OREGON COMMUNITY SOLAR
INTERCONNECTION AND POWER
PURCHASE AGREEMENT

AVAILABILITY

Service under this schedule is available throughout the Company's service territory within the State of Oregon.

DEFINITIONS

As-Available Rate is the rate for purchase of a Project's Unsubscribed Energy and is eighty five percent (85%) of the monthly Avoided Energy Cost.

Avoided Energy Cost is eighty two and 4 tenths percent (82.4%) of the monthly arithmetic average of each day's Intercontinental Exchange ("ICE") daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day's index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

$$.824 * (\sum_{X=1}^n \{ (ICE \text{ Mid-C Peak Avg}_x * \text{HL hours for day}) +$$

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Community Solar Program Interconnection is the interconnection service offered by the Company to Projects.

Energy means the non-firm electric energy, expressed in kWh, generated by the Project and delivered to the Company in accordance with the conditions of this schedule. Energy is measured net of Losses and Station Use.

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Project Manager is the entity having responsibility for managing the operation of a Project and contracting with the electric company that procures electricity from the Project.

PURPA means the Public Utility Regulatory Policies Act of 1978.

Point of Delivery is the location where the Company's and Project's electrical facilities are interconnected as defined in the Generator Interconnection Agreement with the Company.

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Subscribed Energy means the portion of the Energy delivered to the Point of Delivery for which the Project has obtained a subscriber or owner and for which the Company must credit the Subscribers and Owner's electric bills.

Supplementary Power is electric energy or capacity supplied by the Company that is regularly used by the Project in addition to the Energy and capacity that the Project supplies itself.

Unsubscribed Power means the portion of the Energy delivered to the Point of Delivery for which the Project has no subscriber or owner and for that is purchased by the Company at the As-Available Rate.

PART A: COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT BETWEEN COMPANY AND PROJECT

APPLICABILITY

To a Community Solar Project, as defined in OAR 860-088-0010, that::

1. Located within the Company's Oregon service territory;
2. Is a qualifying Community Solar Project (CSP) as that term is defined in Oregon Laws 2016, chapter 28, section 22(1)(a) and meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088; and
3. Certified as a Qualifying Facility under PURPA.

Issued by IDAHO POWER COMPANY
By Timothy E. Tatum, Vice President, Regulatory Affairs
1221 West Idaho Street, Boise, Idaho

OREGON
Issued: _____, 2020
Effective with Service
Rendered on and after:

Advice No. 20-__

Upon request by a Project, the Company will enter into an Agreement of up to 20 years for the procurement and purchase of Energy from the Project under and with the following conditions:

CONTRACTING PROCESS

1. To obtain an Agreement, the Project must notify the Company of its intent to enter into an Agreement and provide the Company, in writing, with the general project information listed in this schedule.
2. Upon receipt of complete Project information, the Company must provide a draft Agreement to the Project within 15 calendar days.

CONTRACT TERMS

1. The Company shall accept all Energy from a Certified Project located within its service territory that is directly interconnected to the Company.
2. The Company shall meter all Energy from a Certified Project at the Point of Delivery. Once Commercial Operation is achieved, not later than the second business day of each month of Project Operation, the Company shall report to the Program Administrator the amount of Energy received at the Point of Delivery for the preceding month, in kWh.
3. The Company shall compensate the Certified Project monthly for each kWh of Energy accepted at the Point of Delivery as follows:
 - a. For Subscribed Energy, the Company will provide a bill credit to each Participant to compensate them for their monthly share of the Subscribed Energy at the bill credit rate determined by the Commission. Each Participant's monthly share will be determined by the Program Administrator.
 - b. For the Subscribed Energy that exceeds a Participant's annual consumption, the Company will donate the excess Subscribed Energy to its Low-Income Bill Assistance Program by crediting the Assistance Program with the dollar value of the excess Energy at the Company's As-Available Rate. The Program Administrator will determine for each Participant whether the Participant's share of the Energy exceeds the Participant's annual usage and if so, the amount of the excess.
 - c. For Unsubscribed Energy, after receipt of an invoice from the Program Administrator, the Company will submit payment to the Program Administrator for each kWh of Unsubscribed Energy at the Company's As-Available Rate. The Program Administrator will determine which portion of Energy delivered to the Company for each month is Unsubscribed Energy.
4. The Project shall never deliver or attempt to deliver energy to the Company's system when the Company system serving the Project is de-energized for any reason.
5. The Seller and the Company shall each indemnify the other, their respective officers, agents, and employees against all loss, damage, expense, and liability to third persons for injury to or death of persons or injury to property, proximately caused by the indemnifying party's construction, ownership, operation or maintenance of, or by failure of, any of such party's works or facilities used in connection with purchases under this schedule. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.
5. The Company shall offer to provide Standby Power and Supplementary Power to the Seller. Charges for Supplementary and Standby Power will be in accordance with the Company's Schedule 7 as that schedule is modified from time to time by the Commission.
6. The Seller shall maintain voltage levels acceptable to the Company.

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7. The Company shall not be obligated to accept, and the Company may require the Seller to curtail, interrupt or reduce deliveries of Energy if the Company, consistent with Prudent Electrical Practices, determines that curtailment, interruption or reduction is necessary because of line construction or maintenance requirements, emergencies, or other critical conditions on its system.
8. The Company and the Project shall maintain appropriate operating communications through the Designated Dispatch Facility.
9. The Seller shall secure and continuously carry general liability insurance coverage for both bodily injury and property damage in the amount of not less than \$1,000,000 each occurrence, combined single limit, listing Idaho Power Company as Additional Insured and with a Waiver of Subrogation endorsement.
10. The Project shall grant to the Company all necessary rights of way and easements to install, operate, maintain, replace and remove the Company's metering and other Interconnection Facilities including adequate and continuing access rights to the property of the Project. The Project warrants that it has procured sufficient easements and rights of way from third parties as are necessary to provide the Company with the access described above. The Project shall execute such other grants, deeds, or documents as the Company may require to enable it to record such rights of way and easements.
11. Depending on the size and location of the Project, it may be necessary for the Company to establish additional requirements for operation of the Project. These requirements may include, but are not limited to, voltage, reactive, communications or operating requirements.
12. The length of the contract can be a term of up to twenty years, and is at the Project's discretion.
13. The Project shall pay the Company the current Integration Charge from the Company's Oregon Schedule 85 based on the total Nameplate Capacity of the Project and the total Nameplate Capacity of solar under contract with the Company.
14. The Project shall pay the Company for all costs of Interconnection Facilities as provided for in Section B of this Schedule. ~~In addition to the charges provided under Section B, Project shall pay the Company the monthly Operation & Maintenance Charge of 0.4% on the investment by the Company in Interconnection Facilities. As such investment changes, the monthly Operation & Maintenance Charge will be adjusted to correspond the revised investment.~~

PART B: INTERCONNECTION PROCESS AND SERVICE

APPLICABILITY

To a Community Solar Project, as defined in OAR 860-088-0010, that:

1. Located within the Company's Oregon Service Territory;
2. Is a qualifying Community Solar Project (CSP) as that term is defined in Oregon Laws 2016, chapter 28, section 22(1)(a) and meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088;
3. Together with all other interconnected and requested generation in the local area, is less than 100 percent of minimum daytime load (MDL), as determined by the Company. If a measure of MDL is not available for the feeder, Company will use 30 percent of summer peak load; and
4. Submits a valid Application for CSP Interconnection Tier 2 or Tier 4 Interconnection (CSP Interconnection Application).

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By Timothy E. Tatum, Vice President, Regulatory Affairs
1221 West Idaho Street, Boise, Idaho

OREGON
Issued: _____, 2020
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Advice No. 20-__

2020

SPECIAL CONDITIONS

1. Interconnection of the CSPs will be limited to Energy Resource Interconnection Service only. The Company will designate each CSP a Network Resource. If designating the CSP a Network Resource identifies additional network upgrades beyond those identified in the Energy Resource Interconnection Service study process, then the Company will make a subsequent filing with the Commission regarding allocation of the additional network upgrade costs.
2. Eligible CSPs will be processed and studied within the traditional serial queue, unless doing so results in an unreasonable delay to the study timelines beyond those set forth in OAR 860, Division 082. For tracking purposes, the Company will maintain a separate CSP queue.
3. The Company will process all CSP Interconnection Applications in the order received. Requests for CSP interconnection will be assigned queue positions in the traditional serial queue in the order in which the request, and all associated requirements, are received. CSP projects will not be assigned a separate queue position in the CSP queue.
4. If an applicant for CSP interconnection has two CSPs eligible for interconnection, it can request the projects to be studied jointly if the CSP Interconnection Applications are submitted within 7 calendar days of each other.
5. The Company may conduct a joint study for two or more CSP Projects that request interconnection to the same distribution circuit, so long as the CSP Projects submit CSP Interconnection Applications within seven (7) calendar days of each other and each request a joint study. Such CSP Projects shall share in the costs for CSP interconnection study.
6. CSP Projects that have a Generator Step-Up 1000 kVA or smaller may qualify to utilize low-voltage Current Transformers (CT) metering in place of primary metering.
7. The CSP Interconnection Application is set forth in Exhibit A to this Schedule.
8. The Feasibility Study Agreement for CSP Projects is set forth in Exhibit B to this Schedule.
9. The System Impact Study Agreement for CSP Projects is set forth in Exhibit C to this Schedule.
10. The Facilities Study Agreement for CSP Projects is set forth in Exhibit D to this Schedule.
11. The CSP Project Interconnection Agreement is set forth in Exhibit E to this Schedule.

Issued by IDAHO POWER COMPANY
 By Timothy E. Tatum, Vice President, Regulatory Affairs
 1221 West Idaho Street, Boise, Idaho

OREGON
 Issued: _____, 2020
 Effective with Service
 Rendered on and after:
 _____,

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM 1930

IDAHO POWER COMPANY



Community Solar Program Purchase Agreement

Revised

Clean Version

March 26, 2020

COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT

THIS COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT entered into this _____ day of _____, 20____, is between _____, "Project" and Idaho Power Company, a corporation acting in its regulated utility capacity, "Company." (Project and Company are referred to individually as a "Party" or collectively as the "Parties").

RECITALS

- A. Project intends to construct, own, operate and maintain a solar photovoltaic facility for the generation of electric power, including interconnection facilities, located in _____ [City, County, State] with a Facility Capacity Rating of _____ -kilowatts (kW) as further described in Exhibit A and Exhibit B ("Facility"); and
- B. Project intends to commence delivery of Net Output under this Agreement, for the purpose of Start-up Testing, on _____, 20____ ("Scheduled Initial Delivery Date"); and
- C. Project intends to operate the Facility as a Community Solar Program Project, commencing commercial operations on _____, 20____ ("Scheduled Commercial Operation Date").
- D. Project estimates that the average annual Net Output to be delivered by the Facility to Company is _____ kilowatt-hours (kWh); and
- E. Project shall deliver all Net Output to Company and purchase its full electric requirements from Company or sell Net Output surplus to its needs at the Facility site to Company, and may purchase retail electric service from Idaho Power in accordance with the terms and conditions of this Agreement and all other applicable tariff Schedules; and
- F. This Agreement is a Community Solar Program Purchase Agreement under the Oregon Community Solar Program implemented by the Oregon Public Utility Commission pursuant to ORS 757.386(2).

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

As-Available Rate is the rate for purchase of a Project's Unsubscribed Energy and is defined in the Company's Oregon tariff Schedule XX.

Certified Projects are Projects that have been certified by the Oregon Public Utility Commission of Oregon under OAR 860-088-0050.

Commercial Operation Date means the date that the Solar Photovoltaic Facility is deemed by Company to be fully operational and reliable, which shall require, among other things, that all of the following events have occurred:

- Company has received a certificate from the Project stating (a) the Facility Capacity Rating of the Facility at the anticipated Commercial Operation Date; and (b) that the Facility is able to generate electric power consistently, safely, and reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement;
- Company has received an insurance certificate in accordance with Oregon tariff Schedule XX and this Agreement.
- The Facility has completed Start-Up Testing;
- The Company has received written confirmation from the Company's business unit that administers the Generator Interconnection Agreement ("GIA") stating that, in accordance with the GIA, all required interconnection facilities have been constructed, all required interconnection tests have been completed and the Facility is physically interconnected with Company's electric system.

Community Solar Program is the program established for the procurement of electricity from community solar projects pursuant to ORS 757.386(2).

Community Solar Program Interconnection is the interconnection service offered by the Company to Projects in the Community Solar Program.

Community Solar Program Interconnection Agreement means the generation interconnection agreement to be entered into separately between Project and Company providing for the construction, operation, and maintenance of the Company's interconnection facilities required to accommodate deliveries of Projects' Net Output.

Contract Year means the period commencing each calendar year on the same calendar date as the Operation Date and ending 364 days thereafter

Energy means the non-firm electric energy, expressed in kWh, generated by the Project and delivered to the Company in accordance with the conditions of this schedule. Energy is measured net of Losses and Station Use.

Losses are the loss of electric energy occurring as a result of the transformation and transmission of electric energy from the Project to the Point of Delivery.

Net Output means all energy produced by Project, less station use and less transformation and transmission losses and other adjustments, if any. For purposes of calculating payment under this Agreement, Net Output shall be the amount of energy flowing through the Point of Delivery.

Participant means a customer of the Company that is either a subscriber or owner of a Project.

Point of Delivery is the location where the Company's and Project's electrical facilities are interconnected.

Pre-certified Project is a project that is pre-certified by the Oregon Public Utility Commission under OAR 860-088-0040.

Program Administrator means the third-party directed by the Oregon Public Utility Commission to administer the Community Solar Program.

Project is one or more solar photovoltaic energy systems used to generate electric energy on behalf of Community Solar Program owners and subscribers and for which owners and subscribers receive credit on their electric bills.

Project Manager has the same definition as ORS 757.386(d) and means the entity identified as having responsibility for managing the operation of a community solar project and, if applicable, for maintaining contact with the electric company that procures electricity from the community solar project. A project manager may be: (A) An electric company; or (B) An independent third party.

Prudent Electrical Practices are those practices, methods, and equipment that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.

PURPA means the Public Utility Regulatory Policies Act of 1978.

Qualifying Facility is a solar photovoltaic facility that meets the PURPA criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

Station Use is electric energy used to operate the Project that is auxiliary to or directly related to the generation of electricity and which, but for the generation of electricity, would not be consumed by Project.

Subscribed Energy means the portions of the Energy generated by the Facility and delivered to the Point of Delivery for which the Project has obtained a subscriber or owner and for which the Company must credit the subscribers' and owners' electric bills.

Unsubscribed Power means the portion of the Energy delivered to the Point of Delivery for which the Project has no subscriber or owner and for that is purchased by the Company at the As-Available Rate.

SECTION 2: TERM

This Agreement shall become effective after execution by both Parties ("Effective Date") and shall continue in full force and effect for a period of _____ (not to exceed 20 years) Contract Years from the Commercial Operation Date.

SECTION 3: DELIVERY OF POWER AND COMPENSATION

Commencing on the Commercial Operation Date, unless otherwise provided herein, Project will transmit to the Company all Energy generated by the Project and Company will accept all Energy delivered to the Point of Delivery.

Company will compensate the Project and Project owners and subscribers for Energy delivered to the Point of Delivery (“Net Output”) on a monthly basis.

For the portion of the monthly Net Output that is Subscribed Energy, Company will credit the electric bills of Project owners and subscribers to account for their proportionate share of the Net Output in accordance with the requirements and data provided by the Program Administrator.

For the portion of the monthly Net Output that is Unsubscribed Energy, Company will pay the Project Manager the Company’s As-Available Rate.

SECTION 4: ENVIRONMENTAL ATTRIBUTES

Company waives any claim to ownership of any Environmental Attributes associated with the Project’s Net Output.

SECTION 5: OPERATION AND CONTROL

As-Built Supplement. Upon completion of initial (and any subsequent) construction of the solar photovoltaic facility, Project shall provide Company an As-Built Supplement to specify the actual Facility as built. The As-Built Supplement must be reviewed and approved by the Company, which approval shall not be unreasonably withheld, conditioned or delayed.

Facility Operation. Project shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, Prudent Electrical Practices and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. Company shall have no obligation to purchase Net Output from the Project to the extent the interconnection between the Project and the Company’s electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of the Company’s non-compliance with the Generation Interconnection Agreement.

The Company shall have the right to inspect the Project to confirm that the Project is operating the solar photovoltaic facility in accordance with the provisions of this Agreement upon reasonable notice to Project. Project is solely responsible for the operation and maintenance of the Facility. The Company shall not, by reason of its decision to inspect or not to inspect the Facility, or by any action or inaction taken with respect to any such inspection, assume or be held responsible for any liability or occurrence arising from the operation and maintenance by Project of the Facility.

Scheduled Outages. Project may cease operation of the entire Facility or individual units for maintenance or other purposes. Project shall exercise reasonable efforts to notify Company of planned outages at least ninety (90) days prior.

Unplanned Outages. In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Facility Capacity Rating (other than curtailments due to lack of motive force) expected to last more than 48 hours, Project shall reasonably notify the Company of the unscheduled outage or curtailment, the time when such occurred or will occur, and the anticipated duration.

SECTION 6: METERING

Company shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment required pursuant to the Generation Interconnection Agreement.

Metering shall be performed at the location and in a manner consistent with this Agreement, the Generation Interconnection Agreement, and requirements of the Community Solar Program. All quantities of Energy purchased hereunder shall be adjusted to account for electrical losses, if any between the point of metering and the Point of Delivery, so that the purchased amount reflects the net amount of energy flowing into Idaho Power's system at the Point of Delivery.

Company shall periodically inspect, test, repair and replace the metering equipment as provided in the Generation Interconnection Agreement. If any of the inspections or tests discloses an error exceeding two percent (2%), either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three (3) months, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next payment rendered following the repair of the meter.

SECTION 7: COMPUTATIONS

No later than the second business day of each month, Company will transfer to the Project Administrator the solar production of the Project, which is the Net Output for the month measured in kWh.

SECTION 8: COMPENSATION

Payment for Unsubscribed Energy. No later than thirty (30) days after receiving kWh from Program Administrator, Company shall send to Program Administrator payment for Project deliveries of Unsubscribed Energy to Company, together with computations supporting such payment. Company may offset any such payment to reflect amounts owing from Project to

Company pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties.

Corrections. Company shall have up to three months to adjust any payment made pursuant to Section 10.1. In the event Company determines it has overpaid Project, Company may adjust Project's future payment for Unsubscribed Energy accordingly in order to recapture any overpayment in a reasonable time.

Interest. Any amounts owing after the due date thereof shall bear interest at the Prime Rate plus two percent (2%) from the date due until paid; provided, however, that the interest rate shall at no time exceed the maximum rate allowed by applicable law.

Payment for Subscribed Energy. Company will credit the electric bills of Project owners and subscribers for their proportionate shares of Subscribed Energy in accordance with data provided by Program Administrator.

SECTION 9: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment by either Party shall become effective without approval from the Public Utility Commission of Oregon.

SECTION 10: NOTICES

All notices except as otherwise provided in this Agreement shall be in writing shall be directed as follows and shall be directed as follows and shall be considered if delivered in person or when deposited in the U.S. Mail, postage prepared by certified or registered mail and return receipt requested.

SECTION 11: TERMINATION

This Agreement shall terminate at any time the Program Administrator has notified Company in writing that the Project is no longer certified as a Project in the Oregon Community Solar Program pursuant to ORS 757.386(2), or by mutual agreement of the Parties.

SECTION 12: INDEMNIFICATION

Indemnification - Each Party shall agree to hold harmless and to indemnify the other Party, its officers, agents, affiliates, subsidiaries, parent company and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying Party's, (a) construction, ownership, operation or maintenance of, or by failure of, any of such Party's works or facilities used in connection with this Agreement, or (b) negligent or intentional acts, errors or omissions. The indemnifying Party shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying Party shall pay all documented costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

SECTION 13: INSURANCE

For Projects greater than 200 kW, the Seller shall secure and continuously carry insurance as specified within this Section for the term of the Agreement.

Insurance Requirements:

1. All insurance required by this Agreement shall be placed with an insurance company with an A.M. Best Company rating of B+ or better.
2. If the insurance coverage required in this Appendix is cancelled, materially changed or lapses for any reason, the Seller will immediately notify Idaho Power in writing. This notice will advise Idaho Power of the specific reason for cancellation, material change or lapse and the steps being taken to comply with these Insurance Requirements. Failure to provide this notice and to comply with these Insurance Requirements within five (5) days of the cancellation, material change or lapse will constitute a Material Breach and Idaho Power may terminate this Agreement.
3. Prior to the Operation Date and subsequently within ten (10) days of the annual anniversary of the Operation Date, the Seller shall provide a Certificate of Insurance in the name of Idaho Power Company and list Idaho Power Company as an Additional Insured Endorsement and Waiver of Subrogation Endorsement.
4. The Certificate of Insurance shall evidence the appropriate insurance coverage of Comprehensive General Liability Insurance for both bodily injury and property damage with limits equal to one million dollars (\$1,000,000), each occurrence, combined single limit. The deductible for such insurance shall be consistent with current Insurance Industry Utility practices for similar property.

SECTION 14: OTHER CHARGES

The Project shall pay the Company the current Integration Charge from the Company’s Oregon Schedule 85 based on the Nameplate Capacity of the Project and the total Nameplate Capacity of solar under contract with the Company.

SECTION 15: ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed in their respective names on the dates set forth below:

Idaho Power Company	Project
By:	By:

Print: Vice President, Power Supply	Print: Title:
Dated:	Dated:
“Idaho Power”	“Project”

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM 1930

IDAHO POWER COMPANY

Community Solar Program Purchase Agreement

Revised

Redline Version

March 26, 2020

COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT

THIS COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT entered into this _____ day of _____, 20____, is between _____, "Project" and Idaho Power Company, a corporation acting in its regulated utility capacity, "Company." (Project and Company are referred to individually as a "Party" or collectively as the "Parties").

RECITALS

- A. Project intends to construct, own, operate and maintain a solar photovoltaic facility for the generation of electric power, including interconnection facilities, located in _____ [City, County, State] with a Facility Capacity Rating of _____ -kilowatts (kW) as further described in Exhibit A and Exhibit B ("Facility"); and
- B. Project intends to commence delivery of Net Output under this Agreement, for the purpose of Start-up Testing, on _____, 20____ ("Scheduled Initial Delivery Date"); and
- C. Project intends to operate the Facility as a Community Solar Program Project, commencing commercial operations on _____, 20____ ("Scheduled Commercial Operation Date").
- D. Project estimates that the average annual Net Output to be delivered by the Facility to Company is _____ kilowatt-hours (kWh); and
- E. Project shall deliver all Net Output to Company and purchase its full electric requirements from Company or sell Net Output surplus to its needs at the Facility site to Company, and may purchase retail electric service from Idaho Power in accordance with the terms and conditions of this Agreement and all other applicable tariff Schedules; and
- F. This Agreement is a Community Solar Program Purchase Agreement under the Oregon Community Solar Program implemented by the Oregon Public Utility Commission pursuant to ORS 757.386(2).

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

As-Available Rate is the rate for purchase of a Project's Unsubscribed Energy and is defined in the Company's Oregon tariff Schedule XX.

Certified Projects are Projects that have been certified by the Oregon Public Utility Commission of Oregon under OAR 860-088-0050.

Commercial Operation Date means the date that the Solar Photovoltaic Facility is deemed by Company to be fully operational and reliable, which shall require, among other things, that all of the following events have occurred:

- Company has received a certificate from the Project stating (a) the Facility Capacity Rating of the Facility at the anticipated Commercial Operation Date; and (b) that the Facility is able to generate electric power consistently, safely, and reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement;
- Company has received an insurance certificate in accordance with Oregon tariff Schedule XX and this Agreement.
- The Facility has completed Start-Up Testing;
- The Company has received written confirmation from the Company's business unit that administers the Generator Interconnection Agreement ("GIA") stating that, in accordance with the GIA, all required interconnection facilities have been constructed, all required interconnection tests have been completed and the Facility is physically interconnected with Company's electric system.

Community Solar Program is the program established for the procurement of electricity from community solar projects pursuant to ORS 757.386(2).

Community Solar Program Interconnection is the interconnection service offered by the Company to Projects in the Community Solar Program.

Community Solar Program Interconnection Agreement means the generation interconnection agreement to be entered into separately between Project and Company providing for the construction, operation, and maintenance of the Company's interconnection facilities required to accommodate deliveries of Projects' Net Output.

Contract Year means the period commencing each calendar year on the same calendar date as the Operation Date and ending 364 days thereafter

Energy means the non-firm electric energy, expressed in kWh, generated by the Project and delivered to the Company in accordance with the conditions of this schedule. Energy is measured net of Losses and Station Use.

Losses are the loss of electric energy occurring as a result of the transformation and transmission of electric energy from the Project to the Point of Delivery.

Net Output means all energy produced by Project, less station use and less transformation and transmission losses and other adjustments, if any. For purposes of calculating payment under this Agreement, Net Output shall be the amount of energy flowing through the Point of Delivery.

Participant means a customer of the Company that is either a subscriber or owner of a Project.

Point of Delivery is the location where the Company's and Project's electrical facilities are interconnected.

Pre-certified Project is a project that is pre-certified by the Oregon Public Utility Commission under OAR 860-088-0040.

Program Administrator means the third-party directed by the Oregon Public Utility Commission to administer the Community Solar Program.

Project is one or more solar photovoltaic energy systems used to generate electric energy on behalf of Community Solar Program owners and subscribers and for which owners and subscribers receive credit on their electric bills.

Project Manager ~~has the same definition as ORS 757.386(d) and is the entity having responsibility for managing the operation of a Project and contracting with the electric company that procures electricity from the Project.~~ means the entity identified as having responsibility for managing the operation of a community solar project and, if applicable, for maintaining contact with the electric company that procures electricity from the community solar project. A project manager may be: (A) An electric company; or (B) An independent third party.

Prudent Electrical Practices are those practices, methods, and equipment that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.

PURPA means the Public Utility Regulatory Policies Act of 1978.

Qualifying Facility is a solar photovoltaic facility that meets the PURPA criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

~~**Standby Power** is electrical energy or capacity supplied by the Company during an unscheduled outage of a Project to replace energy consumed by the Project that is ordinarily supplied by the Project.~~

Station Use is electric energy used to operate the Project that is auxiliary to or directly related to the generation of electricity and which, but for the generation of electricity, would not be consumed by Project.

Subscribed Energy means the portions of the Energy generated by the Facility and delivered to the Point of Delivery for which the Project has obtained a subscriber or owner and for which the Company must credit the subscribers' and owners' electric bills.

~~**Supplementary Power** is electric energy or capacity supplied by the Company that is regularly used by the Project in addition to the Energy and capacity that the Project supplies itself.~~

Unsubscribed Power means the portion of the Energy delivered to the Point of Delivery for which the Project has no subscriber or owner and for that is purchased by the Company at the As-Available Rate.

SECTION 2: TERM

This Agreement shall become effective after execution by both Parties (“Effective Date”) ~~and shall continue in full force and effect for a period of _____ (not to exceed 20 years) Contract Years from the Commercial Operation Date.~~

~~Except as otherwise provided herein, this Agreement shall terminate on _____.~~

SECTION 3: DELIVERY OF POWER AND COMPENSATION

Commencing on the Commercial Operation Date, unless otherwise provided herein, Project will transmit to the Company all Energy generated by the Project and Company will accept all Energy delivered to the Point of Delivery.

Company will compensate the Project and Project owners and subscribers for Energy delivered to the Point of Delivery (“Net Output”) on a monthly basis.

For the portion of the monthly Net Output that is Subscribed Energy, Company will credit the electric bills of Project owners and subscribers to account for their proportionate share of the Net Output in accordance with the requirements and data provided by the Program Administrator.

For the portion of the monthly Net Output that is Unsubscribed Energy, Company will pay the Project Manager the Company’s As-Available Rate.

SECTION 4: ENVIRONMENTAL ATTRIBUTES

Company waives any claim to ownership of any Environmental Attributes associated with the Project’s Net Output.

SECTION 5: OPERATION AND CONTROL

As-Built Supplement. Upon completion of initial (and any subsequent) construction of the solar photovoltaic facility, Project shall provide Company an As-Built Supplement to specify the actual Facility as built. The As-Built Supplement must be reviewed and approved by the Company, which approval shall not be unreasonably withheld, conditioned or delayed.

Facility Operation. Project shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, Prudent Electrical Practices and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. Company shall have no obligation to purchase Net Output from the Project to the extent the interconnection between the Project and the Company’s electric system is disconnected, suspended or

interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of the Company's non-compliance with the Generation Interconnection Agreement.

The Company shall have the right to inspect the Project to confirm that the Project is operating the solar photovoltaic facility in accordance with the provisions of this Agreement upon reasonable notice to Project. Project is solely responsible for the operation and maintenance of the Facility. The Company shall not, by reason of its decision to inspect or not to inspect the Facility, or by any action or inaction taken with respect to any such inspection, assume or be held responsible for any liability or occurrence arising from the operation and maintenance by Project of the Facility.

Scheduled Outages. Project may cease operation of the entire Facility or individual units for maintenance or other purposes. Project shall exercise reasonable efforts to notify Company of planned outages at least ninety (90) days prior.

Unplanned Outages. In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Facility Capacity Rating (other than curtailments due to lack of motive force) expected to last more than 48 hours, Project shall reasonably notify the Company of the unscheduled outage or curtailment, the time when such occurred or will occur, and the anticipated duration.

SECTION 6: METERING

Company shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment required pursuant to the Generation Interconnection Agreement.

Metering shall be performed at the location and in a manner consistent with this Agreement, the Generation Interconnection Agreement, and requirements of the Community Solar Program. All quantities of Energy purchased hereunder shall be adjusted to account for electrical losses, if any between the point of metering and the Point of Delivery, so that the purchased amount reflects the net amount of energy flowing into Idaho Power's system at the Point of Delivery.

Company shall periodically inspect, test, repair and replace the metering equipment as provided in the Generation Interconnection Agreement. If any of the inspections or tests discloses an error exceeding two percent (2%), either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three (3) months, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next payment rendered following the repair of the meter.

SECTION 7: COMPUTATIONS

No later than the second business day of each month, Company will transfer to the Project Administrator the solar production of the Project, which is the Net Output for the month measured in kWh.

SECTION 8: COMPENSATION

Payment for Unsubscribed Energy. No later than thirty (30) days after receiving kWh from Program Administrator, Company shall send to Program Administrator payment for Project deliveries of Unsubscribed Energy to Company, together with computations supporting such payment. Company may offset any such payment to reflect amounts owing from Project to Company pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties.

Corrections. Company shall have up to ~~eighteen~~three months to adjust any payment made pursuant to Section 10.1. In the event Company determines it has overpaid Project, Company may adjust Project's future payment for Unsubscribed Energy accordingly in order to recapture any overpayment in a reasonable time.

Interest. Any amounts owing after the due date thereof shall bear interest at the Prime Rate plus two percent (2%) from the date due until paid; provided, however, that the interest rate shall at no time exceed the maximum rate allowed by applicable law.

Payment for Subscribed Energy. Company will credit the electric bills of Project owners and subscribers for their proportionate shares of Subscribed Energy in accordance with data provided by Program Administrator.

SECTION 9: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment ~~shall be by~~ either Party shall become effective without approval from the Public Utility Commission of Oregon.~~written notice to the other Party.~~

SECTION 10: NOTICES

All notices except as otherwise provided in this Agreement shall be in writing shall be directed as follows and shall be directed as follows and shall be considered if delivered in person or when deposited in the U.S. Mail, postage prepared by certified or registered mail and return receipt requested.

SECTION 11: TERMINATION

This Agreement shall terminate at any time the Program Administrator has notified Company in writing that the Project is no longer certified as a Project in the Oregon Community Solar Program pursuant to ORS 757.386(2), or by mutual agreement of the Parties.

SECTION 12: INDEMNIFICATION

Indemnification - Each Party shall agree to hold harmless and to indemnify the other Party, its officers, agents, affiliates, subsidiaries, parent company and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying Party's, (a) construction, ownership, operation or maintenance of, or by failure of, any of such Party's works or facilities used in connection with this Agreement, or (b) negligent or intentional acts, errors or omissions. The indemnifying Party shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying Party shall pay all documented costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

SECTION 13: INSURANCE

~~For Projects greater than 200 kW, t~~The Seller shall secure and continuously carry insurance as specified within this Section for the term of the Agreement.

Insurance Requirements:

1. All insurance required by this Agreement shall be placed with an insurance company with an A.M. Best Company rating of ~~B+A-~~ or better.
2. If the insurance coverage required in this Appendix is cancelled, materially changed or lapses for any reason, the Seller will immediately notify Idaho Power in writing. This notice will advise Idaho Power of the specific reason for cancellation, material change or lapse and the steps being taken to comply with these Insurance Requirements. Failure to provide this notice and to comply with these Insurance Requirements within five (5) days of the cancellation, material change or lapse will constitute a Material Breach and Idaho Power may terminate this Agreement.
3. Prior to the Operation Date and subsequently within ten (10) days of the annual anniversary of the Operation Date, the Seller shall provide a Certificate of Insurance in the name of Idaho Power Company and list Idaho Power Company as an Additional Insured Endorsement and Waiver of Subrogation Endorsement.
4. The Certificate of Insurance shall evidence the appropriate insurance coverage of Comprehensive General Liability Insurance for both bodily injury and property damage with limits equal to one million dollars (\$1,000,000), each occurrence, combined single limit. The deductible for such insurance shall be consistent with current Insurance Industry Utility practices for similar property.

SECTION 14: OTHER CHARGES

The Project shall pay the Company the current Integration Charge from the Company's Oregon Schedule 85 based on the Nameplate Capacity of the Project and the total Nameplate Capacity of solar under contract with the Company.

~~The Project shall pay the Company for all costs of Interconnection Facilities as provided for in Section B of Oregon tariff Schedule XX. In addition to the charges provided under Section B,~~

~~Project shall pay the Company the monthly Operation & Maintenance Charge of 0.4% on the investment by the Company in Interconnection Facilities. As such investment changes, the monthly Operation & Maintenance Charge will be adjusted to correspond the revised investment.~~

SECTION 15: ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed in their respective names on the dates set forth below:

Idaho Power Company	Project
By:	By:
Print: Vice President, Power Supply	Print: Title:
Dated:	Dated:
"Idaho Power"	"Project"