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May 14, 2020

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

RE: Supplement to Tariff Advice No. 20-01
Schedule 100, Oregon Community Solar Program Interconnection and Power
Purchase Agreement

Attention Filing Center:

Pursuant to the Public Utility Commission of Oregon's ("Commission") Order No. 20-122 and ORS 757.386(2)(a), Idaho Power Company ("Idaho Power" or "Company") hereby submits a supplement to Tariff Advice No. 20-01 with the final version of Schedule 100 which includes the Community Solar Program Purchase Agreement. Per the order, the effective date for Schedule 100 is April 7, 2020.

Please contact this office with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Adam Lowney". The signature is written in a cursive, flowing style.

Adam Lowney

Enclosures

SCHEDULE 100

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 four 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:

$$.824 * \left(\sum_{X=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

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.

SCHEDULE 100

OREGON COMMUNITY SOLAR
INTERCONNECTION AND POWER
PURCHASE AGREEMENT

(Continued)

DEFINITIONS (Continued)

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.

SCHEDULE 100

OREGON COMMUNITY SOLAR
INTERCONNECTION AND POWER
PURCHASE AGREEMENT

(Continued)

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.

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.

SCHEDULE 100

OREGON COMMUNITY SOLAR
INTERCONNECTION AND POWER
PURCHASE AGREEMENT

(Continued)

CONTRACT TERMS (Continued)

- 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.
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.

SCHEDULE 100

OREGON COMMUNITY SOLAR
INTERCONNECTION AND POWER
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(Continued)

CONTRACT TERMS (Continued)

- 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

- 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.

SCHEDULE 100

OREGON COMMUNITY SOLAR
INTERCONNECTION AND POWER
PURCHASE AGREEMENT

(Continued)

SPECIAL CONDITIONS (Continued)

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.

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

Agreement means this Community Solar Program Purchase Agreement.

As-Available Rate is the rate for purchase of a Project's Unsubscribed Energy and is defined in the Company's Oregon tariff Schedule 100.

Certified Projects are Projects that have been certified by the 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 100 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.

Commission means the Public Utility Commission of Oregon.

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 Project 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.

Transmission Provider means Idaho Power Company, acting in its transmission provider capacity.

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: DESIGNATION OF NETWORK RESOURCE

Within five (5) business days following the Effective Date, the Company will submit an application to the Transmission Provider requesting designation of the Facility as a network resource, thereby authorizing network transmission service under the Company’s Network Integration Transmission Service Agreement with the Transmission Provider. The Company will request an effective date for commencement of network transmission service for the Facility that is ninety (90) days prior to the Scheduled Commercial Operation Date. The Company will inform Project Manager of Transmission Provider’s response to the application described above in this paragraph within five (5) days of the Company’s receipt of such response from the Transmission Provider. If the Company is notified in writing by the Transmission Provider that designation of the Facility as a network resource requires the construction of transmission system network upgrades or otherwise requires potential re-dispatch of other network resources of the Company (a “Conditional DNR Notice”), the Company and Project Manager will promptly meet to determine how such conditions to the Facility’s network resource designation will be addressed in this Agreement. If, within sixty (60) days following the date of the Company’s receipt of the Conditional DNR Notice, the Company and Project Manager are unable to reach agreement regarding how to designate the Facility as a network resource in light of the Conditional DNR Notice, the Company will submit the matter to the Commission for a determination on whether, as a result of the Conditional DNR Notice, this Agreement should be terminated or amended. The Company will submit such filing to the Commission within ninety (90) days following the date of the Company’s receipt of the Conditional DNR Notice. In the event of such a filing to the Commission under this Section, the Parties’ obligations under this Agreement will be suspended until such time that the Commission issues a final decision. In the event of a Conditional DNR Notice, Project Manager will have the right to terminate this Agreement upon written notice to the Company and such termination by Project Manager will not be an event of default and no damages will be owed by Project Manager to the Company related to the termination of this Agreement except to the extent the Company has incurred costs at Project Manager’s request in furtherance of addressing the matters covered under this Section.

SECTION 16: 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"

EXHIBIT A



Application for Community Solar Project Interconnection Tier 2, Tier 3 or Tier 4 Interconnection

(For Community Solar Projects with Electric Nameplate Capacities of 3 MW and less)

Applicant Contact Information :

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Address of Customer Facility Where Community Solar Project will be Interconnected :

(if different from above)

Street Address: _____

City: _____ State: _____ Zip Code: _____

System Installer/Consulting Engineer :

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Facsimile Number: _____ E-Mail Address: _____

Electric Service Information for Applicant's Facility Where Generator Will Be Interconnected :

Capacity: _____(Amps) Voltage: _____(Volts)

Type of Service: Single Phase Three Phase

Will a transformer be used between the generator and the point of interconnection? ___Yes ___No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: ___single phase ___three phase? Size: _____kVA

Transformer Impedance: _____% on _____kVA Base

If Three Phase:

Transformer Primary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Secondary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Tertiary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Requested Procedure Under Which to Evaluate Interconnection Request¹:

Please indicate below which review procedure applies to the interconnection request.

- Tier 2** - Certified interconnection equipment with an aggregate Electric Nameplate Capacity of 2 MW or less. Indicate type of certification below. The application fee amount is \$500.
 - Lab Tested - tested to IEEE 1547.1 and other specified standards by a nationally recognized testing laboratory and is appropriately labeled.
 - Field Tested – an identical small generator facility has been approved by an Oregon utility under a Tier 4 study review process within the prior 36 months of the date of this interconnection request.
- Tier 4** – Electric Nameplate Capacity rating is 3 MW or smaller and the Community Solar Project does not qualify for a Tier 1, Tier 2 or Tier 3 review or has been reviewed but not approved under a Tier 1, Tier 2 or Tier 3 review. Application fee amount is \$1000.

¹ **Note:** Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to PUC Rule OAR 860, Division 082, (Rule).

Field Tested Equipment:

If the field tested equipment box is checked above, please include with the completed application the following information which will be required for review of Tier 2 field tested small generator facilities:

- A copy of the Certificate of Completion, signed by an Oregon utility that has approved an identical small generator facility for parallel operation.
- A copy of all documentation submitted to the Oregon utility that approved the Small Generator Facility for parallel operation under a Tier 4 study process.
- A written statement by the Applicant indicating that the small generator facility being proposed is identical, except for Minor Equipment Modification, to the one previously approved by an Oregon utility for parallel operation.
- If a Tier 2 Application, utilizing Field Tested equipment, is proposed the remainder of the application will not be required to be completed.

Community Solar Project Information:

List interconnection components/system(s) to be used in the Community Solar Project that is lab certified (required for Lab Tested, Tier 2 Interconnection requests only).



Component/System	NRTL Providing Label & Listing
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Please provide copies of manufacturer brochures or technical specifications

Energy Production Equipment/Inverter Information:

Synchronous Induction Inverter Other _____

Electric Nameplate Rating: _____ kW _____ kVA

Rated Voltage: _____ Volts

Rated Current: _____ Amps

System Type Tested (Total System): Yes No; (attach product literature)

Customer-Site Load: _____ (kW) (if none, so state)

Maximum Physical Export Capability Requested: _____ (kW)

Individual Generator Power Factor

Rated Power Factor: Leading: _____ Lagging: _____

Inverter Information:

Manufacturer: _____ Model: _____

Type: Forced Commutated Line Commutated

Electric Nameplate Capacity Rated Output: _____ Amps _____ Volts _____ kW

Efficiency: _____% Power Factor: _____%

DC Source:

Electric Nameplate Capacity Rating: _____ kW Rating: _____ kVA

Rated Voltage: _____ Volts

Open Circuit Voltage (If applicable): _____ Volts

Rated Current: _____ Amps

Short Circuit Current (If applicable): _____ Amps

Other Facility Information:

Is Facility a QF? Yes No

If yes, has Applicant completed FERC "Notice of Self Certification"? Yes No

One Line Diagram attached: Yes No

Plot Plan attached: Yes No

Installation Test Plan attached: Yes No

Estimated Commissioning Date (if known): _____



Enclose copy of site electrical one-line diagram showing the configuration of all Community Solar Project equipment, current and potential circuits, and protection and control schemes.

Enclose copy of any site documentation that indicates the precise physical location of the proposed Community Solar Project (e.g., USGS topographic map, distance from public utility facility number, other diagram or documentation).

Enclose copy of any documents that provide proof of site control.

Applicant Signature:

I hereby certify that all of the information provided in this application request form is correct.

Applicant Signature: _____

Title: _____ Date: _____

An application fee is required before the application can be processed. Please verify that the appropriate fee is included with the application:

Application fee included

Amount _____

Public Utility Acknowledgement:

I hereby acknowledge the receipt of an Interconnection Request and Application Fee,

Approval for a Tier 2 or Tier 4 Community Solar Project interconnection is contingent upon the Applicant's Community Solar Project passing the screens and completing the review process set forth in the PUC rules found in OAR 860, Division 082 and 088 and is not granted by the Public Utility's signature on this Application Form.

Public Utility Signature: _____ Date: _____

Printed Name: _____ Title: _____

Note: The Public Utility shall retain a copy of this completed and signed form and return the original and any attachments to the Applicant.

EXHIBIT B

Community Solar Project Interconnection Feasibility Study Agreement

This agreement is made and entered into this ____ day of _____, 2020 by and between _____, a _____ organized and existing under the laws of the State of _____, (“Applicant,”) and Idaho Power Company, a corporation existing under the laws of the State of Idaho, (“Public Utility”). Applicant and Public Utility each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, The Applicant is proposing to develop a Community Solar Project, as 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 consistent with the Application completed on _____; and

Whereas, Applicant desires to interconnect the Community Solar Project with Public Utility s Transmission and Distribution System (“T&D System”); and

Whereas, Applicant has requested for the Public Utility to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Community Solar Project to Public Utility’s T&D System;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings given in PUC Rule OAR 860-082-0005- 860-082-0085.
2. Interconnection Customer elects and Electric Distribution Company shall cause to be performed an Interconnection Feasibility Study consistent with OAR 860-082-0005-860-082-0085 and more specifically detailed in 860-082-0060 (6) (a)-(i).
3. The scope of the Interconnection Feasibility Study shall be subject to the assumptions set in the rule and the details supplied by the Applicant in Attachment 1 to this agreement form.
4. The Interconnection Feasibility Study shall be based on the technical information provided by the Applicant in their Application, as may be modified as the result of the Scoping Meeting. The Public Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study. If, in the course of the Study, the Applicant finds it necessary to modify the Application, the time to complete the Interconnection Feasibility Study may be extended by mutual agreement of the Parties.



5. In performing the study, the Public Utility will rely, to the extent reasonably practicable, on existing studies of recent vintage. The Applicant will not be charged for such existing studies. However, the Applicant agrees to pay, consistent with OAR 860-082-0035 for modifications to existing studies that are reasonably necessary to perform the Interconnection Feasibility Study.

- 6. The Interconnection Feasibility Study report shall provide the following information:
 - 6.1 An identification of the potential Adverse system impacts on the utility's transmission and/or distribution system or any other affected system.
 - 6.2 Preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,
 - 6.3 Preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection,
 - 6.4 Preliminary identification of grounding requirements and electric system protection, and
 - 6.5 Preliminary description and non-binding estimated cost of facilities required to interconnect the Community Solar Project to the Public Utility's T&D System and to address the identified short circuit and power flow issues.

7. As required by OAR 860-082-0060(6)(a), Attachment 2 to this agreement provides a scope for the Interconnection Feasibility Study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the cost to perform the Interconnection Feasibility Study. The Interconnection Feasibility Study shall be completed and the results shall be transmitted to the Interconnection Customer within thirty Business Days after this agreement is signed by the Parties unless otherwise agreed to as part of this Agreement. Attachment 2 is incorporated as part of this Agreement.

8. Study fees will be based on actual costs in accordance with the provisions of 860-082-0035.

In witness whereof, the Parties have caused this agreement to be duly executed by their duly authorized officers or agents on the day and year first above written:

Public Utility: Idaho Power Company

Signed _____
Name (Printed): _____ Title _____

Applicant: [insert name of applicant]

Signed _____
Name (Printed): _____ Title _____



Attachment 1: Interconnection Feasibility Study Agreement
Assumptions Used in Conducting the Interconnection Feasibility Study

The Interconnection Feasibility Study will be based upon the information set forth in the Application and agreed upon in the Scoping Meeting held on _____:

1. Designation of Point of Interconnection and configuration to be studied.

2. Designation of alternative Point(s) of Interconnection and configuration.

3. Other Assumptions.

Note: 1 and 2 are to be provided by the Applicant. Any other assumptions (3) are to be provided by the Applicant or the Public Utility.



Attachment 2

Interconnection Feasibility Study Agreement

Detailed Scope, Schedule and Cost Estimate for Feasibility Study provided by Public Utility.

A deposit for the performance of the Interconnection Feasibility Study is not required; Idaho Power will draw funding for the Interconnection Feasibility Study from the Generator Interconnection Application fee. Applicant shall pay the actual costs of the Interconnection Feasibility Study. Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Applicant, as appropriate.

Applicant will provide the requested study data as soon as possible on or before the return of the executed Interconnection Feasibility Study Agreement.

The estimated cost to conduct the Feasibility Study Report is \$5,000.

The Feasibility Study will be completed no later than 45 Calendar days after Idaho Power receives the fully executed Interconnection Feasibility Study Agreement.

EXHIBIT C

Community Solar Project Interconnection System Impact Study Agreement

This agreement is made and entered into this ____ day of _____, 2020 by _____ and _____ between _____, a _____ organized and existing under the laws of the State of _____, (“Applicant,”) and Idaho Power Company, a corporation existing under the laws of the State of Idaho, (“Public Utility”). Applicant and Public Utility each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, The Applicant is proposing to develop a Community Solar Project, as 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 consistent with the Application completed on _____; and

Whereas, The Applicant desires to interconnect the Community Solar Project with the Public Utility’s Transmission and Distribution System (“T&D System”); and

Whereas, The Public Utility has completed an Interconnection Feasibility Study and provided the results of said study to the Applicant (This recital to be omitted if the Parties have agreed to forego the Interconnection Feasibility Study.); and

Whereas, The Applicant has requested the Public Utility perform an Interconnection System Impact Study to assess the impact of interconnecting the Community Solar Project to the Public Utility’s T&D System;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this agreement, with initial capitalization, the terms specified shall have the meanings given in OAR 860-082-0005 through 860-082-0085.
2. Applicant elects and Public Utility shall cause to be performed an Interconnection System Impact Study consistent with OAR 860-082-0035.
3. The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth below in Attachment 1 to this agreement.
4. The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by Applicant in the Application. The Public Utility reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the



course of the Interconnection System Impact Study. If the Applicant modifies its designated Point of Interconnection, Application, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.

5. The Interconnection System Impact Study report shall identify and detail the impacts on the public utility’s transmission or distribution system or on an affected system that would result from the interconnection of the Community Solar Project if no modifications to the Community Solar Project or system upgrades were made as further detailed in OAR 860-082-0060(7)(a)-(l) and shall include the following information:

- 5.1 Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,
- 5.2 Identification of any thermal overload or voltage limit violations resulting from the interconnection,
- 5.3 Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and
- 5.4 Description and good faith non-binding, estimated cost of facilities required to interconnect the Community Solar Project to Public Utility’s T&D System and to address the identified short circuit, instability, and power flow issues.

6. As required by OAR 860-082-0060(7)(a), Attachment 2 to this agreement provides a detail of the scope for the Interconnection System Impacts Study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the cost to perform the Interconnection System Impacts Study. The Interconnection System Impact Study shall be completed and the results transmitted to the Applicant within 30 Calendar Days after this Agreement is signed by the Parties unless otherwise agreed to as part of this agreement. Attachment 2 shall be incorporated as part of this Agreement.

7. The Public Utility may require a study deposit as prescribed in 860-082-0035 of the Rule.

8. Study fees are described in OAR 860-082-0035 of the Rule and will be based on actual costs.

9. Cost responsibility is described in OAR 860-082-0035 of the Rule.

In witness thereof, the Parties have caused this agreement to be duly executed by their duly authorized officers or agents on the day and year first above written:

Transmission Provider - Idaho Power Company

Signed _____

Name (Printed): _____ Title _____



Community Solar Project System Impact Study Agreement
_____ GI # _____

Interconnection Customer - _____

Signed _____

Name (Printed): _____ Title _____



Attachment 1: Assumptions Used in Conducting the Interconnection System Impact Study

The Interconnection System Impact Study shall be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with OAR 860-082-0005 through 860-082-0085, and the following assumptions:

1. Designation of Point of Interconnection and configuration to be studied.

2. Designation of alternative Point(s) of Interconnection and configuration.

3. Other Assumptions.

Note: 1 and 2 are to be provided by the Interconnection Customer. Any other assumptions (3) are to be provided by the Applicant or the Public Utility.



Attachment 2: Interconnection System Impact Study Agreement

Detailed Scope, Reasonable Schedule and Non-binding, Good-faith Cost Estimate for System Impact Study

[INCLUDE TIMELINE AND STUDY DEPOSIT]

The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment 1 to this agreement.

The System Impact Study shall be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties. Idaho Power will perform the System Impact Study for the interconnection, and for the Network Resource Service to serve Idaho Power customer load.

A \$10,000 deposit will be required from the Interconnection Customer upon execution of this agreement by the Interconnection Customer.

The System Impact Study provides a detailed assessment of the distribution and/or transmission system adequacy to accommodate the Community Solar Project through the evaluation of equipment and capabilities and electrical performance requirements.

EXHIBIT D

Community Solar Project Interconnection Facilities Study Agreement

This agreement is made and entered into this ____ day of _____, 2020 by and between _____, a _____ organized and existing under the laws of the State of _____, (“Applicant,”) and Idaho Power Company existing under the laws of the State of Idaho, (“Public Utility”). Applicant and Public Utility each may be referred to as a “Party, ” or collectively as the “Parties.”

Recitals:

Whereas, The Applicant is proposing to develop a Community Solar Project, as 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 consistent with the Application completed on _____; and

Whereas, The Applicant desires to interconnect the Community Solar Project with the Public Utility’s Transmission and Distribution System (“T&D System”); and

Whereas, The Public Utility has completed an Interconnection System Impact Study and provided the results of said study to the Applicant; and

Whereas, The Applicant has requested the Public Utility to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility to the Public Utility’s T&D System.

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this agreement, with initial capitalization, the terms specified shall have the meanings given in the PUC’s rules found at OAR 860-082-0005 through 860-082-0085.
2. Interconnection Customer and Public Utility shall cause an Interconnection Facilities Study consistent with OAR 860-082-0005 through 860-082-0085.
3. The Applicant will provide the data requested in Attachment 1 of this Form. The scope of the Interconnection Facilities Study shall be subject to this data.



Community Solar Project Interconnection Facilities Study Agreement

Form 5

4. The Interconnection Facilities Study report shall provide:

4.1 A description of the Interconnection Equipment, Interconnection Facilities and System Upgrades required for interconnecting the Community Solar Project to the Public Utility's T&D System,

4.2 A good-faith, non-binding, estimate of the Interconnection Equipment, Interconnection Facilities, and System Upgrades costs to interconnect the Community Solar Project to the Public Utility's T&D System, and

4.3 A reasonable schedule for the procurement, construction, installation and testing of the Interconnection Facilities, and System Upgrades required to interconnect the Community Solar Project to the Public Utility's T&D System.

5. The Public Utility will require a study deposit as described in OAR 860-082-0035(5)(a).

6. The Public Utility will provide an Interconnection Facility Study scope, schedule and good-faith, non-binding cost estimate as Attachment 2 of this form. In cases where no Upgrades are required, the Interconnection Facilities Study shall be completed and the results will be transmitted to the Applicant within thirty Calendar Days after this agreement is signed by the Parties.

7. Study fees will be detailed in OAR 860-082-0035 and will be based on actual costs.

8. The Cost Responsibility for Studies is detailed in OAR 860-082-0035.

In witness whereof, the Parties have caused this agreement to be duly executed by their duly authorized officers or agents on the day and year first above written:

Idaho Power Company

Signed _____

Name (Printed): _____ Title _____

[Insert name of the Applicant]

Signed _____

Name (Printed): _____ Title _____



Community Solar Project Interconnection Facilities Study
Agreement

Form 5



Attachment 1 to the Interconnection Facilities Study Agreement

Data To Be Provided by Applicant

Provide location plan and simplified one-line diagram of the plant and station facilities.

For staged projects, please indicate future generation, distribution circuits, etc. On the one-line diagram, indicate the generation capacity attached at each metering location (Maximum load on CT/PT).

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT), Amps.

One set of metering is required for each generation connection to the new ring bus or existing Public Utility station. Number of generation connections:

Will an alternate source of auxiliary power be available during CT/PT maintenance? Yes _____ No _____.

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____ (Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Generating Facility?
_____.

What protocol does the control system or PLC use? _____.

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, distribution line, and property lines.

Physical dimensions of the proposed interconnection station: _____.

Bus length from generation to interconnection station: _____.

Line length from interconnection station to the Public Utility's T&D System: _____.

Tower number observed in the field.(Painted on tower leg)*: _____.

Number of third party easements required for distribution lines*: _____.*



To be completed in coordination with Public Utility

Is the Community Solar Project located in Public Utility's service area?

Facility Location: _____

Yes _____ No _____

If No, please provide name of local provider _____

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____



Community Solar Project Interconnection Facilities Study
Agreement

Form 5

Attachment 2

Interconnection Facilities Study Agreement

Detailed Scope, Schedule and Cost Estimate for Facility Study provided by
Public Utility.

EXHIBIT E

Interconnection Agreement for Community Solar Project Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection

This Interconnection Agreement (sometimes also referred to as “Agreement”) is made and entered into this ___ day of _____, 20__ by and between _____, a limited liability corporation organized and existing under the laws of the State of _____, (“Interconnection Customer”) and Idaho Power Public Utility, a corporation existing under the laws of the State of Idaho, (“Public Utility”). The Interconnection Customer and Public Utility each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Community Solar Project, consistent with the Community Solar Interconnection Application completed on _____;

Whereas, the Interconnection Customer desires to interconnect the Community Solar Project with Public Utility’s Transmission and Distribution System (“T&D System”); and

Whereas, the interconnection of the Community Solar Project and the Public Utility’s Distribution System is subject to the jurisdiction of the Public Utility Commission of Oregon (“OPUC” or “Commission”) and are governed by OPUC Rule OAR 860, Divisions 082 and 088 (the “Rule”).

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Scope

The Agreement establishes standard terms and conditions approved by the Public Utility Commission of Oregon (“OPUC” or “Commission”) under which the Community Solar Project with a Name Plate Capacity of 3 MW or less will interconnect to, and operate in Parallel with, the Public Utility’s T&D System. Additions, deletions or changes to the standard terms and conditions of an Interconnection Agreement will not be permitted unless they are mutually agreed to by the Parties and/or ordered or approved by the Commission as required by the Rule. Terms with initial capitalization when used in this Agreement, shall have the meanings given in the Rule.

1.2 Power Purchase

The Agreement does not constitute an agreement to purchase, transmit, or deliver the Interconnection Customer’s power nor does it constitute an electric service agreement.

1.3 Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the Public Utility and the Interconnection Customer or another Interconnection Customer. However, in the event that the provisions of the Agreement conflict with the provisions of other Public Utility tariffs, the Public Utility tariff shall control.

1.4 Responsibilities of the Parties

1.4.1 The Parties shall perform all obligations of the Agreement in accordance with all applicable laws.

1.4.2 The Interconnection Customer will construct, own, operate, and maintain its Community Solar Project in accordance with the Agreement, IEEE Standard 1547 (2003 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission.

1.4.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Parties' facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule.

1.5 Parallel Operation and Maintenance Obligations

Once the Community Solar Project has been authorized to commence Parallel Operation by execution of the Interconnection Agreement, the Interconnection Customer will abide by all written provisions for operating and maintenance as required by the Rule and detailed by the Public Utility in Form 7, title "Interconnection Equipment As Built Specifications, Initial Settings and Operating Requirements" a copy of which is provided on the Commission's website.

1.6 Metering & Monitoring

The Interconnection Customer will be responsible for metering and monitoring as required by OAR 860-082-0070.

1.7 Power Quality

The Interconnection Customer will design its Community solar Project to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547. The Public Utility may, in some circumstances, also require Interconnection Customers to follow voltage or VAR schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Form 4 provided on the Commission website and completed by the Public Utility as required by the Rule. Under no circumstances shall these additional requirements for voltage or reactive power support exceed the normal operating capabilities of the Community Solar Project.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer will test and inspect its Community Solar Project and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in the Rule. The Interconnection will not be final until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied.

To the extent that the Interconnection Customer decides to conduct interim testing of the Community Solar Project prior to the Witness Test, it may request that the Public Utility observe these tests. If the Public Utility agrees to send qualified personnel to observe any interim testing proposed by the Interconnection Customer, the Interconnection Customer shall pay or reimburse the Public Utility for its cost to participate in the interim testing. If the Interconnection Customer conducts interim testing and such testing is observed by the Public Utility and the results of such interim testing are deemed acceptable by the Public Utility (hereinafter a "Public Utility-approved interim test"), then the Interconnection Customer may request that such Public Utility-approved interim test be deleted from the final Witness Testing. If the Public Utility elects to repeat any Public Utility-approved interim test as part of the final Witness Test, the Public Utility will bear its own expenses associated with participation in the repeated Public Utility-approved interim test.

2.2 Right of Access:

As provided in OAR 860-082-0020, the Public Utility will have access to the Interconnection Customer's premises for any reasonable purpose in connection with the Interconnection Application and any Interconnection Agreement that is entered in to pursuant to this Rule or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years or the life of the Power Purchase agreement, whichever is shorter or a period mutually agreed to by Parties, unless terminated earlier by the default or voluntary termination by the Interconnection Customer or by action of the Commission.

3.3 Termination

No termination will become effective until the Parties have complied with any applicable requirements for termination contained in OAR 860-082-0075 or this Agreement.

- 3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Public Utility twenty (20) Business Days written notice.
- 3.3.2 Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.
- 3.3.3 The Commission may order termination of this Agreement.
- 3.3.4 Upon termination of this Agreement, the Community Solar Project will be disconnected from the Public Utility's T&D System at the Interconnection Customer's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.5 The provisions of this Article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

The Public Utility or Interconnection Customer may temporarily disconnect the Community Solar Project from its T&D System for so long as reasonably necessary, as provided in OAR 860-082-0075 of the Rule, in the event one or more of the following conditions or events occurs:

- 3.4.1 Under emergency conditions, the Public Utility or the Interconnection Customer may, without notice to the Interconnection Customer, immediately suspend interconnection service and temporarily disconnect the Community Solar Project. The Public Utility shall notify the Interconnection Customer promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Community Solar Project operation. The Interconnection Customer will notify the Public Utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Public Utility's T&D System. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- 3.4.2 For routine Maintenance, Parties will make reasonable efforts to provide five Business Days notice prior to interruption caused by routine maintenance or construction and repair to the Community Solar Project or Public Utility's T&D system and shall use reasonable efforts to coordinate such interruption.
- 3.4.3 The Public Utility shall make reasonable efforts to provide the Interconnection Customer with prior notice of forced outages to effect immediate repairs to the T&D System. If prior notice is not given, the Public Utility shall, upon request, provide the Interconnection Customer

written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 For disruption or deterioration of service, where the Public Utility determines that operation of the Community Solar Project will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Community Solar Project could cause damage to the Public Utility's T&D System, the Public Utility may disconnect the Community Solar Project. The Public Utility will provide the Interconnection Customer upon request all supporting documentation used to reach the decision to disconnect. The Public Utility may disconnect the Community Solar Project if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the Public Utility's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the agreement apply.

3.4.5 If the Interconnection Customer makes any change other than Minor Equipment Modifications without prior written authorization of the Public Utility, the Public Utility will have the right to temporarily disconnect the Community Solar Project.

3.5 Restoration of interconnection:

The Parties shall cooperate with each other to restore the Community Solar Project, Interconnection Facilities, and Public Utility's T&D System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section.

Article 4. Cost Responsibility and Billing:

The Interconnection Customer is responsible for the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Community Solar Project to the Public Utility's T&D System..

4.1 Minor T&D System Modifications:

Modifications to the existing T&D Systems identified by the Public Utility under a Tier 2 or Tier 3 review, such as changing meters, fuses or relay settings, are deemed Minor Modifications. It is the Public Utility's sole discretion to decide what constitutes a Minor Modification. The Interconnection Customer will bear the costs of making such Minor Modifications as may be necessary to gain approval of an Application.

4.2 Interconnection Facilities:

The Interconnection Customer is responsible for the cost of the Interconnection Facilities identified by the Public Utility in the interconnection studies and reviews.

4.3 Interconnection Equipment: The Interconnection Customer is responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Interconnection Equipment.

4.4 System Upgrades:

The Public Utility will design, procure, construct, install, and own any System Upgrades. The actual cost of the System Upgrades, including overheads, will be directly assigned to the Interconnection Customer. An Interconnection Customer may be entitled to financial compensation from other Public Utility Interconnection Customers who, in the future, benefit from the System Upgrades paid for by the Interconnection Customer. Such compensation will be governed by separate rules promulgated by the Commission or by terms of a tariff filed and approved by the Commission. Such compensation will only be available to the extent provided for in the separate rules or tariff.

4.5 Adverse System Impact:

The Public Utility is responsible for identifying Adverse System Impacts on any Affected Systems and for determining what mitigation activities or upgrades may be required to accommodate a Community Solar Project. The actual cost of any actions taken to address the Adverse System Impacts, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer may be entitled to financial compensation from other Public Utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Interconnection Customer. Such compensation will only be available to the extent provided for in the separate rules, Commission order or tariff.

4.6 Deposit and Billings:

The Interconnection Customer agrees to pay to the Public Utility a deposit toward the cost to construct and install any required Interconnection Facilities and/or System Upgrades. The amount of the deposit shall be (select one of the following):

4.6.1 The Parties have not agreed to a schedule of progress payments and the Interconnection Customer shall pay a deposit equal to 100 percent of the estimated cost of the Interconnection Facilities and System Upgrades – the amount of the deposit shall be \$_____; or

4.6.2 The Parties have agreed to progress payments and final payment under the schedule of payments attached to this Agreement; the Interconnection Customer shall pay a deposit equal to the lesser of (a) 25 percent of the estimated cost of the Interconnection Facilities and System Upgrades, or (b) \$10,000 – the amount of the deposit shall be \$_____.

4.6.3 If the actual costs of Interconnection Facilities and/or System Upgrades are different than the deposit amounts and/or progress and final payments provided for above, then the Interconnection Customer shall pay the Public Utility any balance owing or the Public Utility shall refund any excess deposit or progress payment within 20 days of the date actual costs are determined.

Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

5.1 Assignment

The Interconnection Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice. Except as provided in Articles 5.1.1 and 5.1.2, said assignment shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

5.1.1 Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;

5.1.2 The Interconnection Customer shall have the right to assign the Agreement, without the consent of the Public Utility, for collateral security purposes to aid in providing financing for the Community Solar Project. For Small Generator systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

5.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Interconnection Customer.

5.2 Limitation of Liability and Consequential Damages

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of an Interconnection Agreement entered into pursuant to the Rule except as provided for in ORS 757.300(4)(c). Neither Party will seek redress from the other Party in an amount greater than the amount of direct damage actually incurred.

5.3 Indemnity

5.3.1 Liability under this Article 5.3 is exempt from the general limitations on liability found in Article 5.2.

5.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 5.3.3 If an indemnified person is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 5.3.6 The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.
- 5.3.7 The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

5.4 Consequential Damages

Neither Party shall be liable to the other Party, under any provision of the Agreement, for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

5.5 Force Majeure

5.5.1 As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.”

5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by Rule that the Rule does not permit the Parties to mutually waive.

5.6 Default

5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a default, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Article 5.6.2, the defaulting Party shall have sixty (60) Calendar Days from receipt of the default notice within which to cure such default; provided however, if such

default is not capable of cure within 60 Calendar Days, the defaulting Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.

- 5.6.2 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate the Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates the Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternately, the non-defaulting Party shall have the right to seek dispute resolution with the Commission in lieu of default. The provisions of this Article will survive termination of the Agreement.

Article 6. Insurance

Pursuant to OPUC Order No. 05-584, pages 48 and 49, the Public Utility may not require the Interconnection Customer to maintain general liability insurance for a Community Solar Project with an Electric Nameplate Capacity of 200 KW or less. All other Interconnection Customers must obtain a prudent amount of general liability insurance to protect any person who may be affected by their facility and its operation.

- 6.1** Pursuant to the Rule adopted by the Commission, the Public Utility may not require the Interconnection Customer to maintain general liability insurance in relation to the interconnection of a Community Solar Project with an Electric Nameplate Capacity of 200 KW or less. With regard to the interconnection of a Community Solar Project with an Electric Nameplate Capacity equal to or less than 10 MW but in excess of 200 KW, the Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement general liability insurance sufficient to protect any person (including the Public Utility) who may be affected by the Interconnection Customer's Small Generation Facility and its operation and such insurance shall be sufficient to satisfy the Interconnection Customer's indemnification responsibilities under Article 5.3 of this Agreement.
- 6.2** Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Interconnection Customer shall provide the Public Utility with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 6.3** All insurance required by this Article 6 shall name the Public, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation against the Other Party Group and provide thirty (30) Calendar Days

advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition. The Interconnection Customer's insurance shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. The insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

- 6.4** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.
- 6.5** The requirements contained herein as to insurance are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

Article 7. Dispute Resolution

Parties will adhere to the dispute resolution provisions in OAR 860-082-0080.

Article 8. Miscellaneous

8.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

8.2 Amendment

The Parties may mutually agree to amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of the Rule and applicable Commission Orders and provisions of the laws of the State of Oregon.

8.3 No Third-Party Beneficiaries

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

8.4 Waiver

8.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

8.4.2 The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule.

8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

8.5 Entire Agreement

The Interconnection Agreement, including any supplementary Form attachments that may be necessary, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under the Agreement.

8.6 Multiple Counterparts

The Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

8.7 No Partnership

The Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

8.8 Severability

If any provision or portion of the Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of the Agreement shall remain in full force and effect.

8.10 Subcontractors

Nothing in the Agreement shall prevent a Party from utilizing the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in the Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under the Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of the Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.

8.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under the Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by the Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

8.10.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

8.11 Reservation of Rights

Either Party will have the right to make a unilateral filing with the Commission to modify the Interconnection Agreement. This reservation of rights provision will include but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under tariff rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in the Agreement, any written notice, demand, or request required or authorized in connection with the Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

9.2 Records

The utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by OAR 860-082-0065. The Public Utility will provide a copy of these records to the Interconnection Customer or Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-mail _____

If to Public Utility:

Idaho Power Company - Delivery
Attention: Load Serving Operations Director
1221 W. Idaho Street



Boise: Idaho 83702
Phone: 208-388-5669 Fax: 208-388-5504

9.3 Billing and Payment

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)

If to the Interconnection Customer

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

If to Public Utility

Idaho Power Company - Delivery
Attention: Corporate Cashier
PO Box 447
Salt Lake City Utah 84110-0447
Phone: 208-388-5697 email: asloan@idahopower.com

9.4 Designated Operating Representative

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of the Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different than article 9.2 above).

Interconnection Customer's Operating representative:

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-Mail _____

Public Utility's Operating Representative:

Idaho Power Company - Delivery
Attention: Outage Coordinator – System/Regional Dispatch
1221 W. Idaho Street
Boise, Idaho 83702
Over 138kV phone 208 388 2861 during regular business hours
Under 138kV Phone: 208-388-2633, 388-5125, or 388-5175 during regular business hours



9.5 Changes to the Notice Information

Either Party may change this notice information by giving five Business Days written notice prior to the effective date of the change.

Article 10. Signatures

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their respective duly authorized representatives.

For Public Utility:

Name: _____

Title: _____

Date: _____

For the Interconnection Customer:

Name: _____

Title: _____

Date: _____

Attachment 1

Interconnection Details

The project's location is in IPC's

Point of Change of Ownership

The Point of Change of Ownership for the GI# project is electrically the same as the Point of Interconnection.

Point of Interconnection

A drawing identifying the point of interconnection is included in the Single Line drawing as Attachment 2.

General Facility Description

The Seller's photovoltaic system will be constructed as follows:

1. The transformers must have a
2. An

Other Facilities Provided by Interconnection Customer

Telecommunications

In addition to communication circuits that may be needed by the Seller, **it is the Seller's responsibility to provide the following communication circuits for IPC's use. These circuits can be long-lead items and typically require coordination with third party telecommunications providers. The project's in-service date cannot be granted prior to complete circuit acceptance and testing as referenced below.**

The Seller shall provide all of the required communications circuits between the Interconnection site and IPC's operations points (i.e. IPC FEP location, etc.) as specified by IPC.

RELIABILITY AND DATA SECURITY: The communication circuits shall be DC powered at the terminus locations and within any telecommunications provider's network, such that they will continue operation during a power outage for a minimum of 4 hours, and meet the specified reliability and bandwidth requirements. At distribution connected Generation Interconnect sites, the Seller is responsible for supplying stable metered AC power during circuit testing and commissioning, and battery-backed DC power during operation. At transmission connected Generation Interconnect sites, Idaho Power can extend its station battery to a circuit marshaling location in a shared access portion of the station yard if needed for Seller telecommunications equipment used only to deliver IPC required circuits, but the Seller is responsible for any required AC local service required by their equipment at their station or in the shared access portion of the station yard. The Seller may choose to coordinate with a third-party communications provider to provide the communications circuits and pay the provider's associated one-time setup and periodic charges, deliver the circuits using their own infrastructure, or a combination thereof. Regardless of circuit transport implementation, in all cases the SCADA circuit must be transported using solely Layer 2 protocols (e.g. serial point-to-point data communication, no routable Layer 3 transport, such as Internet Protocol).

CIRCUIT ACCEPTANCE AND TESTING: The communication circuits shall be terminated in an approved demarcation box with the cable pairs punched down on a telecom block and labeled accordingly at a location approved by IPC. The communication circuits will need to be installed and tested by the Seller prior to Idaho Power acceptance testing, and operational prior to the Seller being allowed to generate power into IPC's system. IPC will perform acceptance testing of DDS circuits with industry-standard test patterns, namely: 2047, DDS1, DDS2, DDS3, DDS4, and DDS6, each tested to meet the performance of Qwest Techpub 77312, followed by end-to-end serial data BERT testing with a 2047 test pattern at 19.2kbps and require 15 consecutive minutes error-free operation to pass. IPC will perform acceptance testing of modem serial data over the POTS line with BERT testing using a 2047 test pattern at 4800bps using V.32bis modem modulation will require 15 consecutive minutes of error-free operation to pass. Circuits with demonstrated reliability issues during commissioning will be required to demonstrate 24 hours of reliable service by the Seller prior to final acceptance testing by IPC. **Note that installation by a third-party communications provider may take several months and these service should be ordered well in advance to avoid delaying the project.**

The Seller or their third party communications provider may need to install communications equipment (i.e. batteries, multiplexers, etc) near each terminus

of the required communications circuits. If this equipment is required, the Seller shall be responsible to install this equipment in facilities/locations that are not owned or operated by IPC. If high voltage protection is required by the communications provider for the incoming copper cable, the high voltage protection assembly shall be engineered, supplied, and maintained by the Seller.

OPERATIONAL RESPONSE: Once telecommunications circuits are placed into service, Idaho Power Dispatch will open a ticket with Idaho Power's IT department for circuits suspected as intermittent or non-operational. Idaho Power's IT department will contact the Seller, manage the Idaho Power trouble ticket, and await repair status from Seller. The Seller is responsible for repairing any circuits and contacting any third party telecom provider as needed. [Note: Idaho Power cannot contact third party telecom providers on behalf of the Seller for circuit outages.] A third party telecom provider is expected to have the ability to perform some level of remote circuit testing. If the Seller's third party telecom provider needs access to Idaho Power facilities, they will make contact with Idaho Power technicians through Idaho power's IT department. Idaho Power's IT department will close the Idaho Power trouble ticket once the circuit is restored to service and Idaho Power technicians have successfully completed end-to-end testing.

Seller's failure to maintain and/or restore and repair intermittent or non-operational telecommunications circuits may result in disconnection of Seller's generation facility/facilities until the circuits successfully complete Idaho Power's end-to-end testing.

Ground Fault Equipment

The Seller will install transformer configurations that are

Easements/Permits

The Seller will provide to Idaho Power a surveyed (Metes & Bounds) legal description along with exhibit map for Idaho Power's facilities. After the legal description has been delivered to IPC for review, IPC will supply to the Seller a completed IPC easement for signature by the landowner of record. Once the signatures have been secured, the Seller will return the signed easement to IPC for recording. **Note: Easement procurement should begin early in the process so as not to impact milestone dates.**

The Seller will coordinate with IPC to insure the easement will include enough space for maintenance access. Year-round access to the IPC 4-pole site shall be incorporated in the Seller's project site plan.

Construction permits are the responsibility of the Seller, including the IPC side of the interconnection site), subject to local regulations.

Property

The Seller, at its sole cost and expense, will provide to IPC documents and services as identified below relating to IPC's land rights required for its interconnection facilities:

1. Land Transaction Documents. Land transaction documents ("Land Transaction Documents") in a form approved by IPC that may include, but are not limited to, the following:

- a. Right of Entry Agreement;
- b. Interconnection Facility Easement OR fee ownership parcel ("Fee Ownership Parcel") conveyance pursuant to a Warranty Deed. IPC shall determine whether an Interconnection Facility Easement or a Fee Ownership Parcel is required for the Project and shall advise Seller, accordingly;
- c. For Fee Ownership Parcels, a Purchase and Sale Agreement;
- d. Access Easement;
- e. Completed Applications with respective fees for Release of Easements and/or Crossing Agreements that may be required for the Project;
- f. Crossing Agreements; and
- g. Any other Project-specific documents deemed necessary by IPC.

2. Project Map/Site Plan. A 90% complete informational map or site plan of the Project Property with locations of all easements to be released, new easements proposed for both Seller and IPC, existing IPC lines to be crossed by Seller's facilities, Seller's lease and easement areas (if any), access roads, and any other features or elements requested to be included by IPC to facilitate review and processing of the project documents.

3. Surveyed Legal Descriptions and Maps. Written legal description and map for each Land Transaction Document, stamped and signed by a licensed surveyor. Each legal description and map is to be submitted to and approved by IPC's surveyor. See IPC survey requirements in Appendix B, attached hereto and made a part hereof.

4. Title Insurance. Title report and A.L.T.A. extended owners' pro forma policy of title insurance for the amount of the value of the Interconnection Facility Easement or Fee Ownership Parcel and access easement areas. Seller shall provide proof and information to establish the value of the easement or property to be insured. IPC will review the title policy pro forma and will advise of any necessary title mitigation measures to ensure clear and unencumbered title to the Interconnection Facility Easement or Fee Ownership Parcel and access easement areas. Title mitigation measures shall be performed by Seller at Seller's sole cost and expense. Title policy to include endorsements as required by IPC at Seller's sole cost and expense. Seller to provide an electronic copy of all exceptions to title insurance for IPC review. Seller to provide Idaho Power with a final A.L.T.A. extended owners' policy of title insurance.

5. A.L.T.A. Survey. An A.L.T.A. survey of the Project property with all existing IPC easement rights and facilities identified. The A.L.T.A. survey shall include and identify all proposed land transaction areas. If IPC requires a Fee Ownership Parcel for the Interconnection Facility, Seller shall provide an A.L.T.A. survey of the Fee Ownership Parcel to be conveyed to IPC and all Land Transactions. If IPC requires an Easement for the Interconnection Facility, Seller may provide IPC with a copy of Seller's A.L.T.A. survey or with an A.L.T.A. survey in IPC's name but the A.L.T.A. survey shall include the Interconnection Facility Easement Area, as well as all Land Transactions.

6. Phase I Environmental Analysis. A Phase I environmental analysis ("Phase I EA") of Seller's Project property (whether fee-owned, leased, or on an easement premises) for IPC review. The Phase I EA shall provide a map indicating the location of the IPC Interconnection Facilities in relation to any identified areas of concern. If IPC requires a Fee Ownership Parcel for the Interconnection Facility, Seller shall provide a Phase I EA in IPC's name with warranties for IPC. If IPC requires an Easement for the Interconnection Facility, Seller shall provide IPC with a copy of Seller's Phase I EA but which shall include and reference the Interconnection Facility Easement Area.

7. Land Use Authorizations/Permits. The Seller shall secure all necessary local jurisdiction, state, and/or federal land use authorizations and permits for the IPC Interconnection Facilities, access road, new transmission and distribution lines, buildings, and all facilities in support of Seller's Project, as required by local, state or federal entities. A copy of each authorization pertaining to IPC Facilities shall be provided to IPC.

8. Land Division. Should a division of land be necessary to create a new Fee Ownership Parcel, Seller shall submit application to the proper local jurisdiction and complete all requirements to finalize the creation of a new Fee Ownership Parcel in IPC's name. Seller shall provide final approval documentation to IPC.

Seller is advised that IPC review and approval of the Land Transaction Documents may require six (6) to nine (9) months. Seller is advised to provide all required Land Transaction Documents at earliest possible time. Refer to Appendix B for a quick reference guide to Idaho Power Corporate Real Estate Easement Parcel requirements. Upon IPC approval of all Land Transaction Documents, IPC will supply to the Seller final form documents for signature by the landowner of record. The Seller shall return original signed and recorded Land Transaction Documents to IPC. All recording and mailing fees shall be paid by Seller. IPC shall provide to Seller electronic copies of all fully executed and recorded Land Transaction documents.



Interconnection Agreement for Community Solar Project Form 8

Description	Ownership	Cost
Interconnection Equipment		
[Interconnection Customer to Provide]	Interconnection Customer	N/A
Interconnection Facilities		
	Public Utility	
	Public Utility	
	Public Utility	
Total		
System Upgrades		
	Public Utility	
	Public Utility	
	Public Utility	
Total		



Interconnection Agreement for Small Generator

Form 8
8-12-2009 rev.

Attachment 2

Interconnection Facility Electrical Diagram



Attachment 3

Milestones

Date	Milestone
	Design completion
	Construction completion
	Commissioning completion
	Commercial Operation

Public Utility's billing for its construction activities will be based upon actual expenditures.

Agreed to by:

For the Interconnection Customer _____ Date _____

For the Transmission Provider _____ Date _____

Attachment 4

Additional Operating Requirements for the Public Utility's Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs

The Public Utility shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Public Utility System.

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. All Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System will to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Attachment 5

Reactive Power Requirements

Public Utility will determine the reactive power required to be supplied by the Public Utility to the Interconnection Customer, based upon information provided by the Interconnection Customer. The Public Utility will specify the equipment required on the Public Utility's system to meet the Facility's reactive power requirements. These specifications will include but not be limited to equipment specifications, equipment location, Public Utility-provided equipment, Interconnection Customer provided equipment, and all costs associated with the equipment, design and installation of the Public Utility-provided equipment. The equipment specifications and requirements will become an integral part of this Agreement. The Public Utility-owned equipment will be maintained by the Public Utility, with total cost of purchase, installation, operation, and maintenance, including administrative cost to be reimbursed to the Public Utility by the Interconnection Customer. Payment of these costs will be in accordance with Schedule 72 and the total reactive power cost will be included in the calculation of the Monthly Operation and Maintenance Charges specified in Schedule 72.

