

March 10, 2020

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

Re: UM 1930 – Community Solar Program Implementation

Dear Filing Center:

Idaho Power Company (“Idaho Power” or the “Company”) hereby responds to the stakeholder comments filed in docket UM 1930 addressing the Company’s proposed power purchase agreement (“PPA”) for projects participating in the Community Solar Program (“CSP”), which was filed on February 18, 2020. Idaho Power appreciates the opportunity to submit this response and looks forward to the Public Utility Commission of Oregon’s (“Commission”) approval of the proposed PPA, along with the Company’s proposed tariff and *pro forma* interconnection-related agreements that were also included in the February 18, 2020, filing.

In response to the written comments submitted by the Renewable Energy Coalition (“REC”) on February 19, 2020, comments submitted by Fleet Development on February 27, 2020, and discussions with Staff, Idaho Power proposes the following modifications to the CSP PPA that the Company believes responds to the concerns raised:

- Insurance Requirements: Section 13 revised so that the insurance required by the PPA must be placed with an insurance company with an A.M. Best Company rating of *B+* or better, instead of *A-* or better.
- Term: Section 2 revised to clarify that the contract term begins when the CSP project achieves Commercial Operation. To be clear, however, contrary to REC’s comments, the CSP PPA does not include any fixed avoided cost prices.¹
- Interconnection Costs: Section 14 revised to remove the obligation to pay operations and maintenance expenses associated with interconnection facilities.

¹ See Comments of the Coalition on Utility Draft Community Solar Program Power Purchase Agreements at 2 (“PGE’s and Idaho Power’s CSP Contract term should start at commercial operations rather than contract execution to ensure that projects obtain twenty years of fixed prices”).

- Definitions: Section 1 revised to delete the references to Standby Power and Supplementary Power because those terms do not appear elsewhere in the CSP PPA. Section 1 also now includes a definition for “Contract Year” because that term is now included in Section 2. The Company also revised the definition of “Program Manager” to match the definition found in ORS 757.386(d).
- Compensation Correction: Section 8 revised to allow up to three months to adjust any payment made pursuant to Section 10.1.
- Assignment: Section 9 revised to clarify that the Commission will need to approve any assignment. The original language included a typographical error but was intended to simply require written notice from the CSP project before any assignment would be effective. To avoid confusion, the Company instead included language at Staff’s recommendation indicating that the Commission must approve any assignment.

To facilitate review of these revisions, the Company has included both a clean version of the CSP PPA and a version that shows the changes.

The Company has not removed the solar integration charge from its proposed CSP PPA. The Commission approved Idaho Power’s solar integration charge in Order No. 17-075² and that charge has applied to all solar QFs since that time. There is no basis to exclude CSP QFs, particularly because the as-available nature of their delivery obligation increases the uncertainty that drives the need for an integration charge.

Respectfully submitted,



Adam Lowney
McDowell Rackner Gibson PC
419 SW 11th Avenue, Suite 400
Portland, OR 97205
dockets@mrg-law.com

Donovan Walker
Idaho Power Company

Attorneys for Idaho Power Company

² *In the Matter of Idaho Power Company Application for Approval of Solar Integration Charge*, Docket No. UM 1793, Order No. 17-075 (Mar. 3, 2017).

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM 1930

IDAHO POWER COMPANY

Community Solar Program Purchase Agreement

Revised

Clean Version

March 10, 2020

COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT

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

RECITALS

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

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PURPA means the Public Utility Regulatory Policies Act of 1978.

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

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

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

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

SECTION 2: TERM

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

SECTION 3: DELIVERY OF POWER AND COMPENSATION

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

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

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

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

SECTION 4: ENVIRONMENTAL ATTRIBUTES

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

SECTION 5: OPERATION AND CONTROL

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

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

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

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

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

SECTION 6: METERING

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

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

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

SECTION 7: COMPUTATIONS

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

SECTION 8: COMPENSATION

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

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

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

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

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

SECTION 9: SUCCESSORS AND ASSIGNS

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

SECTION 10: NOTICES

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

SECTION 11: TERMINATION

This Agreement shall terminate at any time the 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

The Seller shall secure and continuously carry insurance as specified within this Section for the term of the Agreement.

Insurance Requirements:

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

SECTION 14: OTHER CHARGES

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

SECTION 15: ENTIRE AGREEMENT

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

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

Idaho Power Company	Project
By:	By:

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

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM 1930

IDAHO POWER COMPANY

Community Solar Program Purchase Agreement

Revised

Redline Version

March 10, 2020

COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT

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

RECITALS

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

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PURPA means the Public Utility Regulatory Policies Act of 1978.

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

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

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

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

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

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

SECTION 2: TERM

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

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

SECTION 3: DELIVERY OF POWER AND COMPENSATION

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

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

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

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

SECTION 4: ENVIRONMENTAL ATTRIBUTES

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

SECTION 5: OPERATION AND CONTROL

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

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

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

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

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

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

SECTION 6: METERING

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

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

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

SECTION 7: COMPUTATIONS

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

SECTION 8: COMPENSATION

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

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

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

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

SECTION 9: SUCCESSORS AND ASSIGNS

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

SECTION 10: NOTICES

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

SECTION 11: TERMINATION

This Agreement shall terminate at any time the 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

The Seller shall secure and continuously carry insurance as specified within this Section for the term of the Agreement.

Insurance Requirements:

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

SECTION 14: OTHER CHARGES

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

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

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

SECTION 15: ENTIRE AGREEMENT

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

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

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