

OREGON SOLAR PHOTOVOLTAIC  
PILOT PROGRAM  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND

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OREGON SOLAR PHOTOVOLTAIC  
PILOT PROGRAM  
ENERGY SALES AGREEMENT

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between \_\_\_\_\_ (Participant), and IDAHO POWER COMPANY, an Idaho corporation (Idaho Power), hereinafter sometimes referred to collectively as “Parties” or individually as “Party.”

RECITALS:

WHEREAS, the Participant intends to maintain at their premises a solar photovoltaic energy system that meets the eligibility requirements of Oregon Administrative Rule (“OAR”) 860-084-120. (“Eligible System”)

WHEREAS, the specific location and additional details of the Eligible System are specified in Exhibit A.

WHEREAS, Participant certifies:

- a. The Eligible System will be permanently installed at the Participant’s address, in the State of Oregon, at which the Participant receives retail electric service from Idaho Power.
- b. No investor in the Eligible System has accepted or will accept incentives from the Energy Trust of Oregon or Oregon state residential or business tax credits for the Qualifying System covered by this Agreement.
- c. The Eligible System and its individual components are new and have not been previously installed, and meet quality, reliability, and installation criteria approved by the Commission.

- d. The Eligible System is the only solar photovoltaic system on the Participant's premises that is being used to offset the Participant's electrical energy consumption and/or delivering energy to Idaho Power.
- e. The sum of the Nameplate Capacity of all solar panels comprising the Eligible System shall be less than or equal to 10 kW, and in compliance with OAR 860-084-0100 (2) (e), the Eligible System will be sized so that the estimated annual energy generation (kWh) shall not exceed 90 percent of the three year (or less) rolling average of the usage at the premises at which the Eligible System will be installed. If less than one year of usage history is available, three year's usage of a similarly situated customer may be used, as determined by Idaho Power.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

#### ARTICLE I: DEFINITIONS

As used in this Agreement and the appendices attached hereto, the following terms shall have the following meanings:

- 1.1 **"Applicant"** means an Idaho Power customer that has submitted an application to participate in the Idaho Power Oregon Solar Photovoltaic Pilot Program but has not yet executed an Energy Sales Agreement.
- 1.2 **"Contract Year"** means the period commencing each calendar year on the same calendar date as the Operation Date and for one calendar year thereafter.
- 1.3 **"Commission"** means the Public Utility Commission of Oregon.
- 1.4 **"Effective Date"** shall have the meaning set forth in Section 2.1.
- 1.5 **"Eligible Generation"** means the Eligible System's metered generation, net of system requirements that was generated during the applicable customer billing period.
- 1.6 **"Eligible System"** shall have the meaning set forth in the Recitals.

- 1.7 **“Excess Generation”** (kWh) means the Eligible Generation in excess of the Participant’s retail electricity consumption at the same location during the same billing period. Excess Generation calculated in one billing period shall be carried forward to the next billing period and will be available for use in calculating the Eligible Generation for the next billing period but only during that Generation Year.
- 1.8 **“Expiration Date”** shall have the meaning set forth in Section 2.3.
- 1.9 **“Generation Interconnection Process”** means Idaho Power’s generation interconnection application and engineering review process developed to ensure a safe and reliable generation interconnection in compliance with all applicable regulatory requirements, Prudent Electrical Practices and national safety standards.
- 1.10 **“Generation Year”** means the period ending \_\_\_\_\_ (*month end calendar date*) or each year of the term of this Agreement. By default this date shall be March 31 unless another date is provided by the Participant at the time this Agreement is executed.
- 1.11 **“Interconnection Facilities”** means facilities and equipment installed in order to accommodate the interconnection of the Eligible System.
- 1.12 **“Nameplate Capacity”** means the DC capacity rating of a specific piece of equipment as specified by the manufacturer (measured in watts) or if the manufacturer’s specification is not readily available it shall be the maximum rated output of a solar photovoltaic system, measured at an irradiance level of 1,000 watts per square meter ( $W/m^2$ ), with reference air mass 1.5 solar spectral irradiance distribution and cell or module junction temperature of 25°C.
- 1.13 **“Nameplate Capacity<sub>AC</sub>”** means 85% of the Nameplate Capacity.
- 1.14 **“Operation Date”** means the date that the Eligible System and the Interconnection Facilities are deemed by Idaho Power to be fully operational and able to begin

operations in a safe and reliable manner. The Operation Date shall be established as specified in Section 2.3

- 1.15 **“Payable Generation”** means Eligible Generation (kWh) during a billing period plus any previous month’s Excess Generation (if any), up to Participant’s actual retail usage (kWh) for the same billing period.
- 1.16 **“Program Year”** means the period ending March 31 or each year of the term of this Agreement.
- 1.17 **“Qualified Assignee”** means a person to whom Participant may assign Volumetric Incentive Rate payments. Idaho Power or its affiliate or any other regulated utility is not a qualifying assignee. Qualifying Assignees include, but are not limited to:
- (a) A lender providing up front financing to Participant,
  - (b) A company or individual who enters into a financial agreement with Participant to own and operate the Eligible System on behalf of Participant in return for compensation,
  - (c) A company or individual who contracts with Participant to locate the Eligible System on property owned by Participant, or
  - (d) Any entity identified by Participant to receive payments that Idaho Power is obligated to pay to Participant.
- 1.18 **“Renewable Energy Certificates”** is defined in Section 6.
- 1.19 **“Reservation Start Date”** means the date customer secured a capacity reservation under Idaho Power’s Oregon Solar Photovoltaic Pilot Program.
- 1.20 **“Solar Photovoltaic Pilot Program”** or **“Pilot”** means the Commission’s implementation of ORS 757.365 (2009) (as amended by House Bill 3690(2010)) via the Solar Photovoltaic Pilot Program Rules, including any subsequent revisions thereto.
- 1.21 **“Solar Photovoltaic Pilot Program Rules”**, or **“Rules”**, means Oregon Administrative Rules (“OAR”) Chapter 860, Division 84 and related Commission orders interpreting or augmenting the Rules.

- 1.22 **“Solar Photovoltaic Pilot Program Application”** means the application form to be completed by Participant. This application will be available on the Idaho Power website at [www.idahopower.com](http://www.idahopower.com) and must be completed and submitted online to establish a position in the capacity reservation allocation process.
- 1.23 **“Volumetric Incentive Rate”** means the incentive price paid by Idaho Power for Eligible Generation set forth in Schedule 88 in effect as of the Reservation Start Date so long as the Participant completes all requirements to maintain the Reservation Start Date.

## ARTICLE II: TERM AND OPERATION DATE

- 2.1 This Agreement shall become effective after execution by both Parties (“Effective Date”).
- 2.2 Except as otherwise provided herein, this Agreement shall expire at midnight exactly 15 years after the Operation Date (“Expiration Date”).
- 2.3 Operation Date – Upon completion of the Interconnection Process as specified in Article VII and completion of construction and installation of the Eligible System, the Participant shall supply Idaho Power written confirmation that all permits, inspections and information as required by this Agreement, the Generation Interconnection Process, Schedule 88 and any other agencies having jurisdiction over the Eligible System have been completed and is therefore requesting an Operation Date be granted by Idaho Power. Upon receiving this request, Idaho Power will review the provided documentation and will provide written confirmation to the Participant either establishing the Operation Date or providing details as to why an Operation Date cannot be established.

## ARTICLE III: CERTIFICATIONS AND WARRANTIES

Participant certifies and warrants to Idaho Power that:

- 3.1 The information provided by the Participant in the Participant’s Idaho Power Oregon Solar Photovoltaic Pilot Program Application, the Interconnection Application (Part A and

Part B) is accurate, to the best of Participant's knowledge.

- 3.2 Participant's Eligible System is and shall for the term of this Agreement continue to be an Eligible System under OAR 860-084-120.
- 3.3 The Eligible System complies with siting, design, interconnection, installation, and electric output standards and codes required by the laws of Oregon, to the best of Participant's knowledge.
- 3.4 The Eligible System meets quality, reliability, and system installation requirements established by the Commission. (See OAR 860-084-0240(2) (e) (B); OAR 860-084-0120).
- 3.5 Participant (and any subsequent owner of the Eligible System) will have a retail electricity customer account with Idaho Power at the same location of this Eligible System during the full term of this Agreement.
- 3.6 Participant will notify Idaho Power within 30 days of any material changes to the Eligible System.

#### ARTICLE IV: OBLIGATIONS OF THE PARTIES

- 4.1 The Parties' performance of this Agreement is subject to the requirements set forth herein and subject to the requirements of Idaho Power's Schedule 88 tariff, as may be amended from time to time. In the event that the provisions of this Agreement conflict with the Oregon Solar Photovoltaic Pilot Program Rules or the Idaho Power tariff, the Commission's rules and Idaho Power's tariffs shall take precedence in that order.
- 4.2 Payable Generation. Commencing on the Operation Date, unless otherwise provided herein, Idaho Power will pay the Participant for Payable Generation from the Eligible System based upon the rates and calculations contained within this Agreement.
- 4.3 Excess Generation. At the end of each Generation Year, Participant shall forfeit accumulated Excess Generation, if any, and Idaho Power shall make a corresponding donation to Idaho Power's low-income energy assistance program at the Average

Monthly Retail Rate in effect at the time of the transfer. Idaho Power may retain for its benefit any Renewable Energy Certificates associated with Excess Generation.

#### ARTICLE V: VOLUMETRIC INCENTIVE RATES

- 5.1 Idaho Power shall pay Participant the Participant's Volumetric Incentive Rate ("VIR") as set forth in Idaho Power's Schedule 88 tariff for all Payable Generation. The Participant will continue to be responsible for full payment of all retail customer charges.

#### ARTICLE VI: RENEWABLE ENERGY CERTIFICATES

- 6.1 Idaho Power shall own all the Renewable Energy Certificates associated with the Eligible System and Participant shall reasonably cooperate as needed to help Idaho Power perfect its ownership thereof. Renewable Energy Certificates or "RECs" mean all right, title and interest in and to Environmental Attributes, plus the REC Reporting Rights. "Environmental Attributes" means any and all credits, benefits, claims, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of the Specified Energy by the Resource and the delivery of the Specified Energy to the electricity grid, and include without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator (collectively with any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes, the "CAMD"), but specifically excluding only (i) the wind production tax credits, if any, and (ii) matters designated by Idaho Power as sources of

liability or adverse wildlife or environmental impacts. "REC Reporting Rights" means the right to report to any agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future domestic, international or foreign emissions trading program, exclusive ownership of the Environmental Attributes. "Specified Energy" means the number of megawatt-hours of electrical energy generated or to be generated by the Eligible System within the vintage period. One REC represents the Environmental Attributes attributable to the generation of 1 MWh of Specified Energy by the Eligible System and the delivery thereof to the electricity grid (except as otherwise allowed by state law or Commission rule, e.g. under Oregon HB 3690).

#### ARTICLE VII: INTERCONNECTION

- 7.1 At the time the Applicant submits an application requesting a capacity reservation in the Idaho Power Oregon Solar Pilot Program, the Applicant must also submit a complete Interconnection Application - Part A.
- 7.2 Within two months of the Reservation Start Date, the Applicant must submit a complete Interconnection Application - Part B to Idaho Power.
- 7.3 Failure to submit either parts of the Interconnection Application within the time frames specified above will result in either a capacity reservation not being granted to the Applicant and/or a previously granted capacity allocation being terminated.
- 7.4 Upon receipt, Idaho Power will evaluate the complete Interconnection Application (Part A and Part B) in accordance with OAR 860-084-0260, 860-084-0270 and 860-084-0280 and the Idaho Power established Generation Interconnection Process.
- 7.5 The Participant shall be responsible for all interconnection costs (if any) identified in this Generation Interconnection Process, except for the cost of the additional meter and automated telemetry system required under this program. These interconnection costs must be paid by the Participant as specified in the Generation Interconnection Process.

- 7.6 If, upon receipt and review of the Generation Interconnection Process results (i.e. required equipment and costs) the Participant elects not to move forward with the completion of this Eligible System, this Agreement may be terminated upon written notice from the Participant. This option to terminate shall expire at the time the Participant accepts the interconnection results and elects to continue development of this Eligible System.
- 7.7 Access. As provided in the Solar Photovoltaic Pilot Program Rules, Participant shall provide Idaho Power access to any required disconnect switch at the Eligible System at all times. Idaho Power will provide reasonable notice to Participant when possible prior to using its right of access. Additionally, both the retail meter and the Eligible System metering shall be located as specified by Idaho Power and Idaho Power shall have access to these meters at any time.

#### ARTICLE VIII: TEMPORARY DISCONNECTION

- 8.1 Idaho Power or Participant may temporarily disconnect the Eligible System from Idaho Power's system for so long as reasonably necessary in the event one or more of the following conditions or events occurs:
- 8.1.1 Emergency conditions. Idaho Power or Participant may immediately and temporarily disconnect the Eligible System in the event of an emergency.
  - 8.1.2 Scheduled maintenance, repair or construction. Idaho Power or the Participant may disconnect the Eligible System during maintenance of the Eligible System or Idaho Power's electrical system.
  - 8.1.3 Likelihood of harm to other customers. Idaho Power may disconnect the Eligible Facility if it will likely cause disruption or deterioration of service to other customers, or if operating the Eligible System could cause damage to Idaho Power's electrical system. In such event, Idaho Power shall

provide the Participant supporting documentation used to reach the decision to disconnect the Eligible Facility upon the Participant's request.

8.1.4 Unauthorized modifications. Idaho Power may disconnect the Eligible Facility if the Participant makes any change to the Eligible System, other than minor equipment modifications, without prior written authorization of Idaho Power.

8.1.5 Nonconformance with this Agreement. Idaho Power may disconnect the Eligible System if it determines that the Eligible System is noncompliant with this Agreement, the Rules or its tariffs.

8.2 If the Eligible System must be physically disconnected for any reason, and Idaho Power is unable to operate the manual disconnect dedicated to the Eligible System, Idaho Power may disconnect all electrical services to the premises where the Eligible System is located.

8.3 The Parties shall cooperate with each other to restore the Eligible System, Interconnection Facilities, and Idaho Power's system to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this Section 8.

#### ARTICLE IX: PARTICIPANT'S ADDITIONAL COOPERATION

9.1 Agreement to Release Information. Participant hereby agrees to allow Idaho Power to release information concerning its participation in the Solar Photovoltaic Pilot Program, including lists of all Participants in the Pilot to the Oregon Department of Revenue, the Oregon Department of Energy, the Commission and the Energy Trust of Oregon ("ETO"). Idaho Power shall use reasonable efforts to pursue appropriate confidentiality terms with the above agencies and organizations. As required by OAR 860-084-0240 (1) (f), Idaho Power shall provide descriptions of the confidentiality requirements that those receiving this information must follow.

9.2 Agreement to Participate in Surveys. Participant hereby agrees to complete up to three

surveys on the effectiveness of the Pilot program in order to remain eligible for participation in the Pilot. Information to be provided may include, but is not limited to: understanding the various factors contributing to participation in the program; understanding decision processes used to choose between the volumetric incentive rate solar program and the existing net-metering solar program; and satisfaction with and recommendations for improving the Pilot program processes. Participant agrees that Idaho Power may release information concerning Participant obtained from the surveys to the Commission and the ETO. If Participant does not participate in surveys as required hereby, Idaho Power may cease making payments hereunder until such time as such surveys are completed.

#### ARTICLE X: METERING

- 10.1 Idaho Power shall install, own and maintain, at its sole expense but subject to Section 10.4, a meter in addition to the Participant's existing consumption meter. This additional meter will be dedicated to record the generation from the Eligible System in accordance with OAR 860-084-0280.
- 10.2 Participant shall provide, at its sole expense, adequate facilities, including, but not limited to, a current transformer enclosure (if required), meter socket(s) and junction box, for the installation of the meter and associated equipment. Participant hereby consents to the installation and operation by Idaho Power and at Idaho Power's expense, of one or more additional meters to monitor the flow of electricity in each direction. Such meters shall be located on the premises of Participant and at a location specified by Idaho Power.
- 10.3 Idaho Power may periodically inspect, test, repair and replace its metering equipment. 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) billing periods, 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 monthly billing or payment rendered following the repair of the meter.

- 10.4 Monthly Meter Charge. In accordance with Commission Order No. 10-198, Participant shall pay a \$10 monthly meter fee for the term of this Agreement.

#### ARTICLE XI: BILLINGS, COMPUTATIONS AND PAYMENTS

- 11.1 On or before the forty-fifth (45th) day following the end of the Participant's billing period, Idaho Power shall send to the Participant or a Qualifying Assignee payment for Participant's Payable Generation, together with computations supporting such payment. The Participant shall elect one of the following payment options upon execution of this Agreement and may change this payment option only within 5 business days of the end of each Contract Year and only after written notice is received by Idaho Power.

Option 1 - Payments will be paid directly to the Participant or a Qualifying Assignee as designated by the Participant and the Participant will continue to receive a standard monthly bill for electricity purchased and other standard charges as specified by the applicable tariff.

Option 2 - Payments under this Agreement will be netted against the Participant's standard monthly bill for electricity purchased and other standard charges as specified by the applicable tariff and the Participant shall be responsible to pay any resulting amounts due as indicated on the billing.

A sample of these payment calculations is attached in Exhibit C.

- 11.2 The Participant may assign the Payment as calculated in Option 1 to a single Qualifying

Assignee and this assignee may be changed by the Participant at any time. Idaho Power shall charge the Participant a \$25 fee to process the Participant's requested change in assignees.

11.3 Prior to Idaho Power making any payments as specified within this Agreement the Participant must provide the payment information as specified within Exhibit B and a completed IRS Form W-9.

11.3.1 This information must be provided no later than 30 days prior to the Participant's Eligible System being assigned an Operation Date, and;

11.3.2 At any time the Participant assigns the payments to a different party than the party currently receiving the payments, and;

11.3.3 At any time the Participant wishes to revise any payee information previously provided.

Upon receipt of the payee information specified in Exhibit B, Idaho Power will provide the Participant with the IRS Form W-9 or its successor.

11.4 Idaho Power may deduct from any Participant's Payable Generation payment, amounts owing and delinquent more than 45 days on Participant's monthly utility bill or owing under this Agreement.

11.5 Corrections. Idaho Power shall have the right to adjust any payment made pursuant to Section 11.1. If Idaho Power determines an adjustment is required, Idaho Power shall provide written documentation to the Participant.

## ARTICLE XII: DEFAULTS AND REMEDIES

12.1 Events of Default. The following events shall constitute defaults under this Agreement:

12.1.1 Breach of Material Term. Failure of a Party to perform any material obligation imposed upon that Party by this Agreement or breach by a Party of a representation or warranty set forth in this Agreement.

12.1.2 Non-delivery. The Eligible System's failure to generate any energy during any

12-month period shall constitute a default.

12.1.3 Participant is found by the Commission to have made a false certification hereunder.

12.2 Notice; Opportunity to Cure. For a default under Section 12.1.1, a defaulting Party shall have sixty (60) days to cure after receipt of written notice from the non-defaulting Party. If the default is not capable of cure within the 60-day period, the defaulting Party must begin to cure the default within twenty (20) calendar days after receipt of the written default notice, and must continuously and diligently complete the cure within six (6) months of the receipt of the notice.

12.3 Termination. If a default described herein has not been cured within the prescribed time, above, the non-defaulting Party may terminate this Agreement at its sole discretion by delivering written notice to the other Party. Upon termination, the Eligible System will be disconnected at Participant's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. In the event this Agreement is terminated because of Participant's default, neither Participant nor the Eligible System shall be eligible, at any location in Oregon, for subsequent volumetric incentive rates, other feed-in tariffs, or pilot programs prior to the Expiration Date. The non-defaulting Party may contest a termination by seeking dispute resolution with the Commission within 30 days of termination, else termination shall be final. The provisions of this Section 12.3 shall survive termination or expiration of this Agreement.

12.4 This Agreement shall terminate automatically if the Eligible System has not achieved an Operation Date within twelve (12) months of the Reservation Start Date.

### ARTICLE XIII: INDEMNIFICATION AND LIABILITY

13.1 Indemnities

13.1.1 Indemnity by Participant - Participant shall release, indemnify and hold harmless

Idaho Power, its directors, officers, agents, and representatives against and from any and all loss, fines, penalties, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with (a) the energy generated by the Participant's Eligible System under this Agreement, (b) any facilities on Participant's side of the Participant's retail consumption meter, (c) Participant's operation and/or maintenance of the Eligible System, or (d) arising from this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to Idaho Power, Participant or others, excepting only such loss, claim, action or suit as may be caused solely by the fault or gross negligence of Idaho Power, its directors, officers, employees, agents or representatives.

13.2 No Dedication. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of Idaho Power as an independent public utility corporation or Participant as an independent individual or entity.

13.3 No Consequential Damages. EXCEPT TO THE EXTENT SUCH DAMAGES ARE INCLUDED IN THE LIQUIDATED DAMAGES, DELAY DAMAGES, COST TO COVER DAMAGES OR OTHER SPECIFIED MEASURE OF DAMAGES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY,

STATUTE OR OTHERWISE.

#### ARTICLE XIV: INSURANCE

- 14.1 Certificates. Prior to connection of the Eligible System to Idaho Power's electric system, Participant shall secure and continuously carry insurance in compliance with the requirements of this Section 14. Participant shall provide Idaho Power insurance certificate(s) (of "ACORD Form" or the equivalent) certifying Participant's compliance with the insurance requirements hereunder.
- 14.2 Required Policies and Coverages. During the term of this Agreement, the Participant shall secure and continuously carry the following insurance coverage:
- 14.2.1 Comprehensive General Liability Insurance for both bodily injury and property damage with limits equal to \$1,000,000, each occurrence, combined single limit.
- 14.2.2 The above insurance coverage shall be placed with an insurance company with an A.M. Best Company rating of A- or better and shall include a provision stating that such policy shall not be canceled or the limits of liability reduced without sixty (60) days' prior written notice to Idaho Power.

#### ARTICLE XV: FORCE MAJEURE

- 15.1 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 wrongdoing.
- 15.2 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, the 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 Interconnection Appendix (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 any non-waivable obligations required by Commission rules.

#### ARTICLE XVI: ASSIGNMENT

- 16.1 This Agreement may be assigned to an Idaho Power retail consumer that is residing at the same address where the Eligible System is installed and said consumer is eligible to participate in this program.

#### ARTICLE XVII: DISPUTES

- 17.1 Nothing in this Agreement shall restrict or enlarge the rights of any Party to file a complaint with the Commission under relevant provisions of the Commission's rules.

#### ARTICLE XVIII: MISCELLANEOUS

- 18.1 Amendment. The Parties may amend this Agreement only by a written instrument duly executed by both Parties in accordance with the provisions of the applicable Commission rules and Orders, or by the Commission for good cause shown.

- 18.2 No Third-Party Beneficiaries. This 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, or where permitted, their successors in interest or their assigns.
- 18.3 Counterparts. This Agreement may be executed in one or more counterparts, whether electronically or otherwise, and each counterpart shall have the same force and effect as an original Agreement and as if all the Parties had signed the same document.
- 18.4 No Partnership. This 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.
- 18.5 Severability. If any provision or portion of this 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.
- 18.6 Several Obligations. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties. If Participant includes two or more parties, each such party shall be jointly and severally liable for Participant's obligations under this Agreement.

18.7 Waiver. Any waiver at any time by either Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing, and such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

18.8 Subcontractors. Nothing in this Agreement shall prevent a Party from using 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 the subcontractor.

18.8.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this 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.

18.8.2 The obligations under this Section will not be limited in any way by any limitation of a subcontractor's insurance.

#### ARTICLE XIX: ENTIRE AGREEMENT

19.1 This Agreement (including all Exhibits and Appendices, and attachments thereto) supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding Idaho Power's purchase of Payable Generation from the Eligible System.

ARTICLE XX: NOTICES

20.1 All written notices under this Agreement shall be directed as follows and shall be considered delivered when deposited in the U. S. Mail, first-class postage prepaid, as follows:

To Participant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Idaho Power:  
Oregon Solar Photovoltaic Pilot Program  
Idaho Power Company  
P. O. Box 70  
Boise, Idaho 83707

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 22. Payee and/or Qualified Assignee changes shall be provided as specified in Article 11 and Exhibit B and submitted to the Idaho Power notification address as specified in section 20.1 above.

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 \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

"Idaho Power"

"Participant"

**EXHIBIT A**

**PROJECT NO.** \_\_\_\_\_

**Eligible System Name:** \_\_\_\_\_

**Eligible System Description**

All information required by this Exhibit must be provided prior to Idaho Power establishing an Operation Date for this Eligible System.

**A-1 DESCRIPTION OF ELIGIBLE SYSTEM**

Nameplate Capacity: \_\_\_\_\_ Total Installed Cost: \_\_\_\_\_

Photovoltaic Module Cost: \_\_\_\_\_ Total Financing Cost: \_\_\_\_\_

Federal Tax Credit: \_\_\_\_\_

Financing Term: (including fees paid, loan term, and interest rate secured):  
\_\_\_\_\_

Non-photovoltaic Module Cost (including inverters, other hardware, labor, overhead and regulatory compliance cost): \_\_\_\_\_

Building Integrated, Stationary Rack mounted or Tracking System Installation:  
\_\_\_\_\_

Crystalline Silicon or Thin Film: \_\_\_\_\_

Expected In Service Date: \_\_\_\_\_

Expected Annual Energy Output: \_\_\_\_\_

Customer Retail Electrical Service Class: \_\_\_\_\_

Additional Description: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A (Continued)**

A-2 **PARTICIPANT'S ADDRESS WHERE ELIGIBLE SYSTEM IS PERMANENTLY  
INSTALLED:**

Street: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

GPS Coordinates: \_\_\_\_\_

A-3 **NAME AND ADDRESS OF SOLAR INSTALLER OR CONTRACTOR**

Business Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Street: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

A-4 **NAME AND ADDRESS OF QUALIFYING SYSTEM FINANCIER**

Business Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Street: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**EXHIBIT B**

**PROJECT NO.** \_\_\_\_\_

**Eligible System Name:** \_\_\_\_\_

**Payee and/or Assignee Information**

This information must be provided prior to Idaho Power making any payments to the Participant or a Qualified Assignee identified by the Participant.

At any time during the term of this Agreement, if the Participant wishes to change the payment information as previously provided, the new payment information must be provided on this form.

Payee Name: \_\_\_\_\_

Payee Address: \_\_\_\_\_

Payee City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Yes No Is the above designated Payee a party a different party then the Participant?

Yes No Is the above designated Payee a Qualifying Assignee as defined within this Agreement?

If Yes, please provide information that validates the Qualifying Assignee's qualifications:

\_\_\_\_\_

The information provided above is true and accurate.

Participant's Name: \_\_\_\_\_  
(Please print – must be the Participant to this Agreement)

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT C**

**PROJECT NO.**

**Eligible System Name:**

**Example - VIR Payment Calculation**

	<b>Customer Usage</b>	<b>Current Standard Customer Base Rate</b>	<b>Current Monthly Charge</b>
<b><u>Service Charge</u></b>	1	\$8.00	<b>\$8.00</b>
<b><u>Energy Charge</u></b>			
0-300 kWh	300	\$0.057970	\$17.39
All kWh over 300	1,700	\$0.071601	\$121.72
Total	2,000 kWh		<b>\$139.11</b>
		Total Base Charges	<b>\$147.11</b>
<b><u>Additional Charges</u></b>			
EE Rider	\$147.11	3.00%	\$4.41
PSA	2,000 kWh	\$0.002848	\$5.70
APCU	2,000 kWh	\$0.004585	\$9.17
Oregon Solar Investment	\$147.11	1.50%	\$2.21
		<b>Total Customer Monthly Bill</b>	<b>\$168.60</b>
Less: Volumetric Incentive Net Metering Credit			
	<u>Measured Generation</u>	<u>Average Retail Rate</u>	
	1,000 kWh	\$0.069556	<b>(\$69.56)</b>
		<b>Customer Billing</b>	<b>\$99.04</b>

**EXHIBIT C (Continued)**

**Average Retail Rate Calculation**

Total Energy Charges	\$139.11
Total Consumption	2,000 kWh

<b>Average Retail Rate</b>	<b>\$0.069556</b>
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**Volumetric Payment Calculation**

	Use	Current Standard Customer Base Rate	Current Monthly Charge
<b><u>Meter Charge</u></b>	1	\$10.00	<b>\$10.00</b>
Volumetric Incentive Rate (VIR)		\$0.550000	(per Schedule 88)
Less: Average Retail Rate		\$0.069556	
Applicable VIR		\$0.480444	

**Eligible System Generation Payment**

Measured Generation		
1,000 kWh	\$0.480444	\$480.44

<b>Total VIR Payment to the Customer</b>	<b>\$470.44</b>
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