

**Contract No.**

**QUALIFIED REPORTING ENTITY AGREEMENT**

**Executed by Idaho Power Company**

**and**

**CUSTOMER NAME**

(Providing for reporting of certain meter information by Idaho Power Company to the Western Renewable Energy Generation Information System)

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This QUALIFIED REPORTING ENTITY AGREEMENT (Agreement) is executed by Idaho Power Company, (Company) and \_\_\_\_\_ (“Customer”). The Company and the Customer are sometimes referred to individually as “Party” and collectively as “Parties.”

## RECITALS

Western Renewable Electricity Generation Information System (WREGIS) provides an independent, renewable energy tracking system for the region covered by the Western Electricity Coordinating Council (WECC). Participation in WREGIS is voluntary.

The Company has voluntarily registered with WREGIS as a Qualified Reporting Entity (QRE) and has been approved as a QRE by the WREGIS Administrator.

The Company is uniquely suited to be a QRE for Renewable Generation Units within the Company’s Balancing Authority and Control Area.

The Customer has voluntarily registered as an Account Holder in WREGIS and registered certain Generating Units with WREGIS.

The Customer wishes to select the Company to act as its QRE for the Customer’s Generating Unit identified in Exhibit A of this Agreement.

NOW THEREFORE, in order to define the roles and responsibilities that arise to enable the Company to serve as the Customer’s QRE, the Parties agree as follows:

### 1. AVAILABILITY

This Agreement shall only be available for a Customer’s Generation Unit that is 1) a Renewable electrical generation resource, 2) located in the States of Idaho or Oregon, 3) registered with WREGIS, 4) within the Balancing Authority of the Company, 5) is prohibited from self-reporting because of WREGIS size limitations and 6) provides Revenue-Quality Meter Output to the Company as specified within this Agreement.

Each individual Generation Unit will require a separate Agreement.

### 2. TERM AND TERMINATION

This Agreement shall be effective upon execution by the Parties and shall continue in effect until XXX, XX 20XX or until such time as 1) Customer providing 60 days written notice to the Company, chooses to terminate or 2) this Agreement is terminated by either party upon Notice of Default and failure to cure as described in Section 12 of this Agreement.

The Company shall commence providing the QRE service as specified under this Agreement 1) after this Agreement has been executed by both Parties, 2) once the Customer is capable of providing the Company with Revenue-Quality Meter Output, 3) after the Customer has paid all applicable fees, and 4) after the first full Generation Month has occurred.

### 3. INCORPORATION OF WREGIS DOCUMENTS

There are three WREGIS documents that govern the relationship between the Customer and WREGIS, as well as the relationship between the Company and WREGIS. They are:

- (a) WREGIS Terms of Use Agreement (a.k.a. Account Holder Registration Agreement). The WREGIS Terms of Use Agreement (WREGIS TOU) incorporates by reference the WREGIS Operating Rules and WREGIS Interface Control Document.
- (b) WREGIS Operating Rules
- (c) WREGIS Interface Control Document

Prior to executing this Agreement Customer must become a WREGIS Account Holder by executing the WREGIS Terms of Use Agreement.

This QRE Agreement hereby incorporates by reference, in their entirety, the general form versions of the WREGIS TOU, Operating Rules, and Interface Control Document (each available at [www.wregis.org](http://www.wregis.org) or by contacting the WREGIS Administrator) and any subsequent revisions to or versions thereof. This QRE Agreement refers to these three WREGIS documents for definitional and other binding purposes.

#### 4. DEFINITIONS

- (a) "Account Holder" is defined in section 2 of the WREGIS Operating Rules.
- (b) "Balancing Authority" is defined in attachment 1 of the WREGIS TOU.
- (c) "Certificate" is defined in section 2 of the WREGIS Operating Rules.
- (d) "Confidential Information" is defined in attachment 1 of the WREGIS TOU.
- (e) "Data" is defined in attachment 1 of the WREGIS TOU.
- (f) "Dispute Resolution" is defined as the process described in Section 24 of the WREGIS TOU document, unless such process conflicts with the Company's legal or regulatory obligations, which, in the event of conflict, will control.
- (g) "Generation Interconnection Process" is the Company'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.
- (h) "Generation Month" is the calendar month in which the Generation Unit delivered energy to the Company.
- (i) "Generating Unit" (GU) is defined in section 2 of the WREGIS Operating Rules.
- (j) "Metering and Telemetry Equipment" as defined in section 9 of this Agreement.
- (k) "Monthly QRE Fee" as defined in section 7 of this Agreement.

- (l) "Monthly Generation Extract File" means a Data file that contains generation Data from the Customer's Point of Metering and conforms to the characteristics and requirements set forth in the WREGIS Interface Control Document.
- (m) "Output" is defined in attachment 1 of the WREGIS TOU.
- (n) "Point of Interconnection" means the point on the Company's electrical system where the Customer physically delivers the Customer's Renewable Generating Unit's energy to the Company.
- (o) "Point of Metering" means the point at which the Customer's Renewable Generating Unit electric generation Revenue-Quality Meter Output is measured.
- (p) "Qualified Reporting Entity" (QRE) is defined in attachment 1 of the WREGIS TOU.
- (q) "Renewable" is defined in section 2 of the WREGIS Operating Rules.
- (r) "Revenue-Quality Meter Output" is defined in section 2 of the WREGIS Operating Rules.
- (s) "Station Service" is defined in section 2 of the WREGIS Operating Rules.
- (t) "WECC" is defined in section 2 of the WREGIS Operating Rules.
- (u) "Western Interconnection" is defined in Attachment 1 of the WREGIS TOU.
- (v) "Western Renewable Energy Generation Information System" (WREGIS) is defined in recital 1 of the WREGIS TOU.
- (w) "Working Day" means a day of the week other than Saturday, Sunday, or any NERC or Federal holiday.

## 5. EXHIBITS

There is one exhibit to this Agreement, which is hereby incorporated by reference as:

Exhibit A      Generation Unit Identification and Associated Meter Point

## 6. SCOPE

The Parties acknowledge that the Company may serve as a QRE only for Generating Units requesting this service that meet the Availability criteria as specified in this Agreement and for which Revenue-Quality Meter Output is available for the Customer's Renewable energy Generation Unit.

The specific Point of Metering that the Company will use in its performance as the QRE for the Customer are set forth in Exhibit A. By signing this Agreement, the Customer certifies that the Point of Metering listed in Exhibit A measures generation data only from the Generating Unit identified in Exhibit A and it meets the Availability criteria of this Agreement.

The Customer shall notify the Company at least thirty (30) Working Days prior to any material changes being made to the Point of Metering set forth in Exhibit A. Such notice shall comply with the Notices and Contact Information procedures of section 12 of this Agreement. Following such notification, the Parties will determine whether such changes are mutually acceptable and can be added to Exhibit A.

## 7. FEES

(a) Meter and Telemetry Equipment fee

The Customer shall be responsible for all costs associated with the equipment, installation, communication lines, operations and maintenance of the Metering and Telemetry Equipment as required within this Agreement. The required equipment, cost and payment of these costs will be determined by the Company's routine Generation Interconnection Process.

(b) Initial QRE Agreement set up fee

The Customer shall be responsible for a onetime, non-refundable set up fee of \$303.00. This amount shall be payable to the Company within 15 days of the date this Agreement is executed. The Company will not begin any setup of the Customer's Generation Unit in the Company's WREGIS reporting system until such time as this payment has been received by the Company.

(c) Monthly QRE Fee

The Customer shall be responsible to pay a Monthly QRE Fee to the Company for this QRE service for each Generation Unit.

i. This fee shall be the sum of all costs that the Company incurs in processing, managing and administering this QRE Reporting function including but not limited to direct payroll, loadings, taxes, and overheads. The fee will also include a profit margin equal to the Company's Idaho Commission - authorized return on equity.

ii. Monthly QRE Fee through December 31 of the first calendar year of this Agreement shall be \$21.00

iii. This amount shall be payable to the Company by the last day of the Generation Month. On or before the 15<sup>th</sup> Working Day of the Generation Month, the Company shall submit to the Customer a billing for the fees due for that Generation Month. This billing shall be provided to the Customer in the manner selected by the Customer identified in section 14 of this Agreement. If the Customer elects to pay fees in advance (i.e. quarterly, annually, etc) the Company shall deduct the current fees from the Customers prepaid amounts and report the balance of the Customers prepayment on the monthly billing. The Customer and the Company may mutually agree to net this billing against other payments associated with the Generation Unit. (i.e. – energy payments under a purchase power agreement).

iv. Annual adjustment of the Monthly QRE Fee

In January of the second calendar year and for all subsequent calendar years, the Company shall update the Monthly QRE Fee calculation to reflect the most recent Company values.

The Company will notify the Customer in writing of any applicable changes to the Monthly QRE Fee by January 31st of each year, to become effective beginning with the March Generation Month of each calendar year.

v. Other cost adjustments

If WREGIS, WECC, or any other entity which has the ability and/or jurisdiction to modify the QRE reporting process requires a change in the QRE reporting process, the Company shall determine the cost of revising its internal process(es) and the costs shall be billed to and payment received from the Customer prior to the Company making the required changes.

- 1) If these changes require the Company to change the setup of the Customer's account either in the Company's or the WREGIS system, a onetime setup change fee will be charged to the Customer.
- 2) If these changes require additional monthly processing, the Monthly QRE Fee will be adjusted to reflect this change in process.

(d) Failure to pay fees

- i. A Customer's failure to pay the Meter and Telemetry Equipment fees, as specified in item 7a, or the Initial QRE Agreement set up fee as specified above in item 7b this Agreement shall result in automatic termination of this Agreement and will not be subject to the Default process identified in section 12 of this Agreement.
- ii. In the event the Customer fails to pay the Monthly QRE Fee as specified above in item 7c for any Generation Month, the Company will not report any data to WREGIS for that Generation Month at any time and no future Generation Month's Data will be supplied to WREGIS until all past due fees have been paid in full. Failure to pay the Monthly QRE Fee shall be an event of default.

**8. QUALIFIED REPORTING ENTITY**

The Company will serve as a Qualified Reporting Entity (QRE) to report the Customer's Renewable generation Data to WREGIS. In order for the Company to be able to perform this function, the Customer shall submit such Data to the Company by allowing the Company to collect such Data, at the Point of Metering set forth in Exhibit A, and in the manner set forth in sections 9, Measurement and 10, Reporting.

**9. MEASUREMENT**

- (a) Metering and Telemetry Equipment

- i. At the Customer's expense, the Company will design, supply, install, operate and maintain all Metering and Telemetry Equipment at the Generation Unit's Point of Interconnection to enable the project to provide Revenue-Quality Meter Output and meet the requirements of paragraph 9.3, Revenue Metering Standards of the WREGIS Operating Rules.
- ii. Upon receipt of a written request for a QRE Agreement from a potential Customer, the Company shall make an initial assessment of the existing metering and telemetry equipment to determine if it is able to provide Revenue-Quality Meter Output to the Company. If it is determined that any additions, changes or modifications to the metering or telemetry equipment is required, the Customer shall be required to contract with the Company through the Company's routine Generation Interconnection Process to install the required metering and telemetry equipment.

(b) Estimates

When Revenue-Quality Meter Output is not available due to meter or telemetry hardware failure or metered data that is determined to be invalid due to meter malfunction or calibration/configuration error, the Company at the Customer's expense within a reasonable time shall take the necessary action to repair the meter or telemetry equipment.

The Company will rely on readings from Company and Customer provided redundant meters to establish an estimate of the MWh output of the Customer's Generation Unit for just the period of time that it is determined that the meter was not operating correctly. If redundant meters are not available, the Company shall use electrical industry standard practices to develop an estimate of the MWh output of the Customer's Generation Unit for just the period of time that it is determined that the meter was not operating correctly. This estimation process will only be used on a limited bases until such time as the repairs are completed and these Estimates will only be provided to WREGIS if WREGIS rules and guidelines allow use of these Estimates to be used in lieu of the actual Revenue-Quality Meter Output.

## 10. REPORTING

Beginning with the first full Generation Month in which Revenue-Quality Meter Output is available and after the Metering and Telemetry Equipment fee, Initial QRE Agreement set up fee and the Monthly QRE Fee has been paid by the Customer the Company shall begin Reporting as specified below:

(a) Monthly Generation Extract File

The Customer authorizes the Company to provide the Customer's Data directly to WREGIS in the form of the Monthly Generation Extract File

- i. Within the first 15 Working Days of the month following the Generation Month, the Company shall submit a Monthly

Generation Extract File to WREGIS on the Customer's behalf containing the Revenue-Quality Meter Output which will conform to the characteristics and Data requirements set forth in the WREGIS Interface Control Document.

- ii. As specified within the WREGIS Interface Control Document, WREGIS will notify the Customer via automated e-mail of the Data loaded into the Customer's account by the Company. The Customer shall then approve or dispute this data within 5 Working Days of the date the Company has submitted the Data to WREGIS. Failure of the Customer to approve or dispute this data within the 5 Working Days shall be deemed to be approval of the Data by the Customer.
- iii. If the Customer disputes the Data, the Customer shall 1) appropriately respond to the WREGIS notification and 2) notify the Company of this dispute within 5 Working Days from the date the Company submitted the Data to WREGIS. Notification of a dispute of the Data to the Company shall include but not be limited to detail of the Customer's dispute, the Customer's recommendation and evidence supporting the Customer's dispute.
- iv. Both parties shall in good faith work to resolve any dispute within 60 days from the date of notification of the dispute. At the end of 60 days the parties may mutually agree to continue their efforts to mutually resolve the dispute or if a mutual agreement is not reached, either party may request the dispute be resolved in the Dispute Resolution process as defined within this Agreement.

(b) Adjustments

After the Company submits the Monthly Generation Extract File to WREGIS, and the Customer has approved the Data, the Parties acknowledge that any information contained in the Monthly Generation Extract File shall be final for purposes of WREGIS reporting, subject only to the adjustment procedures set forth in section 9.4 of the WREGIS Operating Rules.

**11. INDEMNITY, HOLD HARMLESS AND WAIVER**

(a) Acknowledgment

The Parties acknowledge that the Company is voluntarily agreeing to serve as a QRE.

(b) Customer Solely Responsible for Data Submitted to the Company

The Customer is solely responsible for the Data created and submitted to the Company, acting as a QRE, to forward to WREGIS.

Pursuant to this Agreement the Customer provides permission to the Company to gather Data from the Points of Metering listed in Exhibit A. All such Data is

considered Data which the Customer has created and submitted to the Company, notwithstanding the fact that the Company, rather than the Customer will gather it.

(c) Indemnity and Hold Harmless

The Customer shall indemnify and hold the Company, its officers, employees, agents, or representatives, harmless for any and all liability to third parties for damages associated with the Company's performance of the QRE function unless such damages result solely from the intentional or reckless misconduct of the Company. The indemnification contained in this subsection includes, but is not limited to, liability arising from: the Data contained in the Monthly Generation Extract File, or any other financial injury, or damage to persons or property.

(d) Waiver of Causes of Action and Claims for Damages

The Customer further agrees to waive any and all causes of action arising under or in respect to this Agreement, whether in contract, tort or any other legal or equitable theory (including strict liability) against the Company. In no event shall the Company be liable to the Customer its board of directors, employees, agents, or representatives for any demands, direct costs, lost or prospective profits or any other losses, liabilities or expenses, whether special, punitive, exemplary, consequential, incidental, or indirect in nature, that are in any way associated with the Company's performance of the QRE function or that arise under or in respect of this Agreement unless such demands, losses, liabilities or expenses result solely from the intentional or reckless misconduct of the Company. This includes, but is not limited to, damages based on Data contained in the Monthly Generation Extract File, or any other damages arising from financial injury or damage to persons or property.

## 12. Disputes and Defaults

Disputes – The parties shall mutually cooperate to resolve any disputes of this Agreement. Only after an unsuccessful reasonable attempt to mutually resolve a dispute shall a party or parties submit the dispute to the Dispute Resolution process as defined in section 4f of this Agreement.

Notice of Default - If either party fails to perform any of the terms or conditions of this Agreement (an "event of default"), the nondefaulting Party shall cause notice in writing to be given to the defaulting Party, specifying the manner in which such default occurred. If the defaulting party shall fail to cure such default within the sixty (60) days after service of such notice, or if the defaulting party reasonably demonstrates to the other party that the default can be cured within a commercially reasonable time but not within such sixty (60) day period and then fails to diligently pursue such cure, then, the nondefaulting Party may, at its option, terminate this Agreement.

## 13. NOTICE REGARDING CONFIDENTIALITY

By signing this Agreement, the Customer acknowledges that, pursuant to section 11 of the WREGIS TOU, any Data that the Company, acting as a QRE, provides to WREGIS shall reside in WREGIS and the Customer will have no control over such Data's use other than that provided for under the WREGIS TOU.

By signing this Agreement the Customer further acknowledges that, confidentiality of information shall be governed by section 13 of the WREGIS TOU.

**14. STANDARD PROVISIONS**

(a) Amendments

Except where this Agreement explicitly allows for one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) Entire Agreement and Order of Precedence

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement. The body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.

(c) Information Exchange

To the extent not set forth in previous sections of this Agreement, the Parties shall provide each other with any information that is reasonably required to administer this Agreement.

(d) Assignment

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.

(e) No Third-Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(f) Waivers

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

(g) Each Party Has Read Agreement

Each Party represents and warrants that it or its responsible agent has read this Agreement and understands its contents.

(h) Governing Law and Dispute Resolution

This Agreement shall be interpreted consistent with and governed by the laws of the State in which the Customer's Generation Unit is physically located.

The Parties shall identify issue(s) in dispute and make a good faith effort to negotiate a resolution of disputes before either Party may initiate litigation. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. During a contract dispute or contract issue between the Parties arising out of this Agreement, the Parties shall continue performance under this Agreement pending resolution of the dispute, unless to do so would be impossible or impracticable. Both Parties reserve the right to seek judicial resolution of any dispute arising under this Agreement.

**14. NOTICES AND CONTACT INFORMATION**

Any notice required under this Agreement shall be in writing and shall be delivered: (a) in person; or (b) with proof of receipt, by a nationally recognized delivery service or by United States Certified Mail; or (c) electronic mail (e-mail) followed by proof of receipt, by a nationally recognized delivery service or by United States Certified Mail

Notices are effective when received. Either party may change the name or address for receipt of notice by providing notice of such change. The parties shall deliver notices to the following person and address:

**If to the Customer:**

- *(Customer Name)*
- *(Customer Address)*
- *(Customer City, State, Zip)*
- Attention: *(Customer Contact)*
- Title: *(Customer Title)*
- Phone:
- Fax:
- E-Mail:
  
- Invoicing method (select one):
- E-Mail:  U S Mail:

**If to the Company:**

- Attention: Aubrae Sloan
- Phone: 208-388-5697
- Fax: 208-388-6911
- E-Mail: asloan@idahopower.com
  
- **If by First Class Mail:**
- Idaho Power Company
- P O Box 70
- Boise, ID 83707
  
- **If by Overnight Delivery Service:**
- Idaho Power Company
- 1221 W Idaho
- Boise, ID 83702

**13. SIGNATURES**

Each Party represents that it has the authority to execute this Agreement and that it has been duly authorized to enter into this Agreement.

**CUSTOMER NAME**

Idaho Power Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
*(Print/Type)*

Name: \_\_\_\_\_  
*(Print/Type)*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**GENERATION UNIT IDENTIFICATION AND ASSOCIATED METER POINT**

<b>WREGIS Generation Unit Identification</b>	<b>Meter Number</b>	<b>Meter Point Name</b>	<b>Meter Multiplier</b>	<b>Company Unique Meter Point Identification (i.e. – MV 90 header number)</b>