

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

AVAILABILITY

Service under this schedule is available throughout the Company's service area within the State of Idaho to Sellers owning or operating Qualifying Facilities that sign a Uniform Interconnection Agreement or Generation Facilities that qualify for Schedule 84. Generation Facilities that qualify for Schedule 84 are not required to sign a Uniform Interconnection Agreement.

APPLICABILITY

Service under this schedule applies to the construction, operation, maintenance, Upgrade, Relocation, or removal of transmission and/or distribution lines and equipment necessary to safely interconnect a Seller's Generation Facility to the Company's system.

DEFINITIONS

Additional Applicant is a person or entity whose request for electrical connection requires the Company to utilize existing Interconnection Facilities which are subject to a Vested Interest.

Company is the Idaho Power Company.

Connected Load is the combined input rating of the Customer's motors and other energy consuming devices.

Construction Cost is the cost, as determined by the Company, of Upgrades, Relocation or construction of Company furnished Interconnection Facilities.

Disconnection Equipment is any device or combination of devices by which the Company can manually and/or automatically interrupt the flow of energy from the Seller to the Company's system, including enclosures or other equipment as may be required to ensure that only the Company will have access to certain of the devices.

First Energy Date is the date when the Seller begins delivering energy to the Company's system.

Generation Facility means equipment used to produce electric energy at a specific physical location which meets the requirements to be a Qualifying Facility or that qualifies for Schedule 84.

Generator Interconnection Process is the Company's Generation Facility interconnection application, engineering review and construction process. The intent of the Generator Interconnection Process is to ensure a safe and reliable generation interconnection in compliance with all applicable regulatory requirements, good utility practices and national safety standards.

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(Continued)

DEFINITIONS (Continued)

Interconnection Facilities are all facilities which are reasonably required by good utility practices and the National Electric Safety Code to interconnect and to allow the delivery of energy from the Seller's Generation Facility to the Company's system, including, but not limited to, Special Facilities, Disconnection Equipment and Metering Equipment.

Interconnection Point is the point where the Seller's conductors connect to the facilities owned by the Company.

Metering Equipment is the Company owned equipment required to measure, record or telemeter power flows between the Seller's Generation Facility and the Company's system.

Net Metering Feasibility Review is the Company's standard engineering review of proposed Net Metering Systems. This review is intended to ensure that the Company's system is sufficiently equipped to incorporate proposed Net Metering Systems in a manner that conforms with good utility practices and the National Electric Safety Code.

Net Metering Service is the Company's service which provides for transfer of electric energy to the Company by means of a net metering arrangement or its successor(s) as approved by the Commission. This optional service provides for Customers to install Generation Facilities to interconnect to the Company's system to offset all or a portion of their electrical usage. This service is comprised of all customers taking service under Schedule 84.

Net Metering System is a Customer-owned Generation Facility interconnected to the Company's system under the terms of Schedule 84.

OATT is the Company's Federal Energy Regulatory Commission (FERC) approved Open Access Transmission Tariff.

Protection Equipment is the circuit-interrupting device, protective relaying, and associated instrument transformers.

PURPA means the Public Utility Regulatory Policies Act of 1978.

Qualifying Facility is a cogeneration facility or a small power production facility which 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.

Relocation is a change in the location of existing Company-owned transmission and/or distribution lines, poles or equipment.

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DEFINITIONS (Continued)

Seller is a non-utility generator who has contracted or will contract with the Company to interconnect a Generation Facility to the Company's system to sell electric energy to the Company, or a Customer taking service under the Company's net metering tariff, Schedule 84.

Seller-Furnished Facilities are those portions of the Interconnection Facilities provided by the Seller.

Special Facilities are additions to or alterations of transmission and/or distribution lines and transformers, including, but not limited to, Upgrades and Relocation, to safely interconnect the Seller's Generation Facility to the Company's system.

System Verification Form is the form that a Customer must provide to the Company prior to the connection of Net Metering Service as described in Section 2 of this schedule.

Transfer Cost is the cost, as determined by the Company, for acceptance by the Company of Seller-Furnished Facilities.

Upgrades are those improvements to the Company's existing system which are reasonably required by good practices and the National Electric Safety Code to safely interconnect the Seller's Generation Facility. Such improvements include, but are not limited to, additional or larger conductors, transformers, poles, and related equipment.

Vested Interest is the claim for refund that a Seller or Additional Applicant holds in a specific portion of Company-owned Interconnection Facilities. The Vested Interest expires 5 years from the date the Company completes construction of its portion of the Interconnection Facilities unless fully refunded earlier.

**SECTION 1: GENERAL INTERCONNECTION REQUIREMENTS**

The following provisions apply to all Sellers requesting interconnection to the Company's system.

**CONSTRUCTION AND OPERATION OF INTERCONNECTION FACILITIES**

All Seller-Furnished Interconnection Facilities will be constructed and maintained in a manner to be in full compliance with all good utility practices, National Electric Safety Code, and all other applicable federal, state, and local safety and electrical codes and standards at all times.

The Seller shall:

1. Submit proof to the Company that all licenses, permits, inspections, and approvals necessary for the construction and operation of the Seller's Generation and Interconnection Facilities under this schedule have been obtained from applicable federal, state, or local authorities.

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(Continued)

**SECTION 1: GENERAL INTERCONNECTION REQUIREMENTS** (Continued)

**CONSTRUCTION AND OPERATION OF INTERCONNECTION FACILITIES** (Continued)

2. Submit the designs, plans, specifications, and performance data for the Generation Facility and Seller-Furnished Facilities to the Company for review. The Company's acceptance shall not be construed as confirming or endorsing the design, or as a warranty of safety, durability, or reliability of the Generation Facility or Seller-Furnished Facilities. The Company will retain the right to inspect this equipment at its discretion.

3. Demonstrate to the Company's satisfaction that the Seller's Generation Facility and Seller-Furnished Facilities have been completed, and that all features and equipment of the Seller's Generation Facility and Seller-Furnished Facilities are capable of operating safely to commence deliveries of Energy into the Company's system.

4. Provide and maintain adequate protective equipment sufficient to prevent damage to the Generation Facility, Seller-Furnished Facilities and any other Seller-owned facilities in conformance with all applicable electrical and safety codes and requirements.

5. Provide and maintain Disconnection Equipment in accordance with all applicable electrical and safety codes and requirements as described within this Schedule.

6. Provide a 24-hour telephone contact(s). This contact will be used by the Company to arrange for repairs and inspections or in case of an emergency. The Company will make its best effort to arrange repairs and inspections during normal business hours and to notify the Seller of such arrangements in advance. The Company will provide a telephone number to the Seller so that the Seller can obtain information about Company activity impacting the Seller's facility.

**DISCONNECTION EQUIPMENT**

Disconnection Equipment is required for all Seller Generation Facilities. The Disconnection Equipment shall be installed at an electrical location to allow complete isolation of Seller's Generation and Interconnection Facilities from the Company's system. Disconnection Equipment for Net Metering Systems will be installed at an electrical location on the Seller's side of the Company's retail metering point to allow complete isolation of the Seller's Generation and Interconnection Facilities from the Seller's other electrical load and service.

The Disconnection Equipment's operating device shall be:

1. Readily accessible by the Company at all times.
2. Clearly marked "Generation Disconnect Switch" with permanent 3/8 inch or larger letters.
3. Physically installed at a location within 10 feet of the Interconnection Point or exact, permanent instructions posted at the Interconnection Point indicating the precise location of the Disconnection Equipment's operating device.

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(Continued)

**SECTION 1: GENERAL INTERCONNECTION REQUIREMENTS** (Continued)

**DISCONNECTION EQUIPMENT** (Continued)

4. Of a design manually operated and lockable in the open position with a standard Company padlock.

5. For Net Metering Systems under Schedule 84, equipped with a visual disconnect that enables the Company to visually confirm that the Customer's and Company's conductors are physically disconnected. This requires the ability to visually inspect the actual conductors. Circuit breakers and/or switches do not satisfy this requirement if the conductors are not visible.

Operation of Disconnection Equipment. If, in the reasonable opinion of the Company, the Seller's operation or maintenance of the Generation Facility or Interconnection Facilities is unsafe or may otherwise adversely affect the Company's equipment, personnel, or service to its customers, the Company may physically disconnect the Seller's Generation Facility or Interconnection Facilities by operation of the disconnection device or by any other means the Company deems necessary to adequately disconnect the Seller's Generation and Interconnection Facilities from the Company's system. At such time as the unsafe condition is remedied or other condition adversely affecting the Company is resolved to the Company's satisfaction, the interconnection will be restored.

The Company will disconnect the Seller's Generation and Interconnection Facilities in the event of any planned or unplanned maintenance or repair of the Company's system connected to the Seller's Generation and Interconnection Facilities. In the event of unplanned maintenance or repairs, no prior notice will be provided. In the event of planned repairs, the Company will attempt to notify the Seller of the time and duration of the planned outage.

The Company will disconnect the Seller's Generation Facility and Interconnection Facilities in the event that any terms and conditions of any applicable Company tariff or contract enabling the interconnection of the Seller's Generation Facility is deemed by the Company to be in default or delinquent.

All expenses of disconnection and reconnection incurred by the Company will be billed to the Seller. Net Metering Customers will only be subject to disconnection and reconnection charges if the expenses are incurred as the result of a Customer's Net Metering System and/or a Customer's failure to abide by the provisions of Schedule 72.

In the case of Net Metering Systems, disconnection of the service may be necessary. The disconnection may result in interruption of both energy deliveries from the Seller's Generation Facility to the Company as well as interruption of energy deliveries from the Company to the Seller. Disconnection provisions specific to Customers taking service under Schedule 84 are described further in Section 2 of this tariff.

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(Continued)

**SECTION 1: GENERAL INTERCONNECTION REQUIREMENTS** (Continued)

**DISCONNECTION EQUIPMENT** (Continued)

The Company will establish the settings of Protection Equipment to disconnect the Seller's Generation Facility and Interconnection Facilities for the protection of the Company's system and personnel consistent with good utility practices. If the Seller attempts to modify, adjust or otherwise interfere with the protection equipment or its settings as established by the Company, such action may be grounds for the Company's refusal to continue interconnection of the Seller's Generation and Interconnection Facilities to the Company's system.

**GENERAL REQUIREMENTS OF INTERCONNECTED PROJECTS**

1. The Company will construct, own, operate and maintain all equipment, Upgrades, and Relocations on the Company's electrical side of the Interconnection Point.
2. The Company will clearly mark the Metering Equipment and any other Company equipment associated with the Seller's Generation Facility and/or Interconnection Facilities designating the existence of the Seller's Generation Facility as required by good utility practices.
3. The Seller will be required to submit all specific designs, equipment specifications, and test results of the Seller-Furnished Facilities to the Company for review. Upon receipt of the design and equipment specifications, the Company will review the design and equipment specifications for conformance with applicable electrical and safety codes and standards.

**OPERATIONS AND MAINTENANCE OBLIGATIONS AND EXPENSES**

The Company will operate and maintain Company furnished Interconnection Facilities as well as any Seller-Furnished Facilities transferred to the Company.

**SECTION 2: INTERCONNECTION OF NET METERING GENERATION FACILITIES**

The following section is applicable to all Customers taking Net Metering Service under Schedule 84.

**APPLICATION PROCESS**

Customers requesting Net Metering Service are required to complete the following application process prior to interconnection:

1. Customers must submit a completed application form and \$100 application fee to the Company. Applications are available on the Company's website or will be provided to the Customer upon request.

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(Continued)

**SECTION 2: INTERCONNECTION OF NET METERING GENERATION FACILITIES** (Continued)

**APPLICATION PROCESS** (Continued)

2. Upon receipt of a completed application and \$100 fee, the Company will provide the Customer with written or electronic mail notification that the application has been received and all necessary information has been provided.

3. The Company will perform within seven (7) business days the Net Metering Feasibility Review based on project information provided in the application. The Net Metering Feasibility Review for Net Metering Systems determines the capability of the Company's electrical system to incorporate the proposed Net Metering System and determines if Upgrades are necessary.

a. If the results of the Net Metering Feasibility Review indicate satisfactory system capability, the Company will provide the Customer with an official "Approval to Proceed" notification via written or electronic mail.

b. If the results of the Net Metering Feasibility Review indicate that Upgrades are necessary to accommodate the proposed project, the Company will notify the Customer through written or electronic mail of such Upgrades. Funding, construction, installation, and maintenance of required Upgrades will be subject to the Company's standard Rule H regarding New Service Attachments and Distribution Line Installations or Alterations.

4. Following receipt of "Approval to Proceed" the Customer is responsible for completing the installation of the Net Metering System and fulfilling all applicable federal, state, and local inspection requirements. Upon completion the Customer must provide all forms of documentation outlined in Section 1-1 above verifying that all federal, state, and local requirements have been met. Customers must also provide the Company with a completed System Verification Form detailing the specifications of all installed components of the completed Net Metering System. System Verification Forms can be found on the Company's website or will be provided upon request.

5. Once all required documentation has been submitted and the Company has verified that all applicable federal, state, and local requirements have been met, the Company will complete an on-site inspection within ten (10) business days. Company on-site inspections will not be performed until the system has passed all applicable federal, state, and local inspection requirements as described above. The Company on-site inspection includes the following:

a. Verification that actual installed components correspond to information provided on the initial application and the System Verification Form

b. Verification that the disconnect is functional and reconnection time complies with IEEE Standard 1547

c. Verification of the proximity and visibility of the disconnect or a sign indicating the location of the disconnect

d. Photographic documentation of the installation

e. Posting of appropriate Company signage

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(Continued)

**SECTION 2: INTERCONNECTION OF NET METERING GENERATION FACILITIES** (Continued)

APPLICATION PROCESS (Continued)

- f. Documentation of the meter number and system configuration
- g. Evaluation of inverters:
  - i. Systems utilizing verifiable UL 1741 or IEEE 1547 inverters will not be subject to additional testing
  - ii. Systems utilizing all inverters other than UL 1741 or IEEE 1547 will be subject to third-party testing performed at the Customer's expense

6. Successful completion of the Company on-site inspection constitutes the conclusion of the application process. The Company must make a reasonable effort to move the Customer to the appropriate Net Metering Service rate schedule within five (5) business days. Under no circumstances will the rate change occur more than fifteen (15) business days from the date of the successfully completed inspection. Upon completion of this process, the Customer will receive written or electronic mail confirmation that the application process has been successfully completed.

7. In the event that a Net Metering System fails inspection, the system will be locked and a tag providing Company contact information will be placed on the device. A Company representative will then follow up via telephone with the Customer regarding the reason(s) for failure, and assist the Customer in steps needed to bring the system into compliance with inspection requirements. Once all issues have been addressed and the Customer indicates that the system has passed all applicable federal, state, and local requirements, Idaho Power will re-inspect the system.

APPLICATION EXPIRATION

1. Applications that are not completed within one year of the initial Net Metering Feasibility Review are considered expired. Customers requesting connection or approval of expired applications are required to resubmit a completed application form and \$100 application fee, and are subject to the full application process described above.

RECERTIFICATION

1. The Company will perform full recertification inspections of all Net Metering Systems once every three years at no charge to the Customer. The Company will provide the Customer with written notice at least fourteen (14) calendar days prior to performing a recertification inspection. Recertification inspections will be performed in the same manner as new Net Metering System inspections described above. Customers may choose to verify the results of the Company's inspection through an independent inspection performed by a certified third-party at the Customer's expense. The Company reserves the right to inspect any Net Metering System at any time if conditions are unsafe or may otherwise adversely affect the Company's equipment, personnel, or service to its Customers.

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(Continued)

**SECTION 2: INTERCONNECTION OF NET METERING GENERATION FACILITIES** (Continued)

**NET METERING SYSTEM EXPANSIONS**

1. Any modifications to Net Metering Systems that impact the generation capacity of the system or modify the system in any way that may impact the safety or reliability of the Company's electrical system are considered system expansions for the purposes of this tariff.

2. Customers wishing to install system expansions must submit an application form and a \$100 feasibility review and inspection fee, and complete the application process according to the procedures required for a new installation.

3. Systems that have been expanded in the manner described above without gaining prior Company approval are considered unauthorized installations subject to the provisions of this schedule described below.

**UNAUTHORIZED INSTALLATIONS AND EXPANSIONS**

1. Net Metering Systems that have been interconnected to the Company's system without Company approval are considered unauthorized installations that jeopardize the reliability of Idaho Power's system and the safety of its employees. This includes, but is not limited to, newly installed systems and unapproved expansions of approved systems. The process described herein provides the Company the ability to offer net metering service in an efficient, safe, and reliable manner.

2. Unauthorized installations are subject to immediate Company inspection without notice.

a. If proper disconnection equipment is present, the Company will open and lock the disconnect. When the system is disconnected, the Company will leave a tag on the system providing the reason for disconnection and Company contact information. A door hanger or card will also be left at the front door at the time of disconnection. Within twenty-four (24) hours of the disconnection, the Customer will be called and written notification will be sent via U.S. Mail. Upon completion of the full application process the system will be reinstated.

b. If proper disconnection equipment is not present, the Company will evaluate installed inverters:

i. If the system utilizes UL 1741 or IEEE 1547 inverters, the Company will contact the Customer either in person or via telephone in addition to written communication regarding the unauthorized installation. This communication will include the necessary steps to bring the system into compliance according to the following procedures:

1. Within fifteen (15) days of notification, the Customer must submit a completed net metering application and \$100 fee.

2. Within thirty (30) days of completion of the Net Metering Feasibility Review, the Customer must complete the remainder of the inspection requirements described above.

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(Continued)

**SECTION 2: INTERCONNECTION OF NET METERING GENERATION FACILITIES** (Continued)

UNAUTHORIZED INSTALLATIONS AND EXPANSIONS (Continued)

3. Customers who do not wish to bring their systems into compliance with this schedule may choose to disable their systems. Customers choosing to do so must notify the Company of their decision within thirty (30) days of receiving the initial Company notification regarding the unauthorized installation.

4. Customers that fail to complete the application process within the allotted timeframe and/or do not disable their systems within thirty (30) days will be subject to termination of electric service.

ii. If the system utilizes inverters other than UL 1741 or IEEE 1547, or if the presence of UL 1741 or IEEE 1547 inverters cannot be verified, the Customer will be subject to immediate termination of service without notice.

3. Customers subject to termination of service under this Schedule are provided two options for restoration of service. Under both options Customers are responsible for reconnection costs per the Company's standard fees contained in Schedule 66.

a. Customers may choose to permanently disconnect Net Metering Systems from service. Permanent disconnection must, at a minimum, include the physical removal of Interconnection Facilities at the associated Generation Interconnection Point or physical removal of the General Facility itself. Opening a breaker or switch does not constitute permanent disconnection. Customers choosing to permanently disconnect their Net Metering System must receive confirmation from a state electrical inspector that the Net Metering System is no longer operational and interconnected to the Company's system. The results of this inspection must be provided to the Company prior to restoration of service.

b. Customers can bring the system into compliance with the provisions of this schedule by completing the full application process described above.

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES**

The following section is applicable to all Sellers requesting interconnection of non-utility generation not taking service under the Company's net metering tariff Schedule 84.

SPECIFIC PROJECT REQUIREMENTS

1. Generation Facilities Less than 1 MW Nameplate Rating

The following requirements are for Generation Facilities with nameplate ratings of less than 1 MW.

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(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

**SPECIFIC PROJECT REQUIREMENTS (Continued)**

a. The Company shall procure, install, own and maintain Metering Equipment to record energy deliveries to the Company. This metering will be separate from any other metering of the Seller's load and may be located on either side of the Interconnection Point. All acquisition, installation, maintenance, inspection and testing costs related to Meter Equipment installed to measure the Seller's energy deliveries to the Company shall be borne by the Seller.

b. The Seller is responsible for all costs incurred by the Company for the review, evaluation and testing of Seller supplied designs and equipment regardless as to the outcome of the review or test results.

c. The Seller, upon completion of installation and prior to interconnection of the Generation Facility to the Company's system, will provide the Company with certification from a professional engineer licensed in the State of Idaho stating that the Seller's Generation Facility and Interconnection Facilities are in compliance with IEEE Standard 1547 and all applicable electrical and safety codes to enable safe and reliable operation.

d. The Seller will obtain and provide to the Company an annual certification and testing by a professional engineer licensed in the State of Idaho, certifying the ongoing compliance with IEEE Standard 1547 and all applicable electrical and safety codes and that the Seller-Furnished Facilities successfully meet applicable testing requirements and standards. In the event the Company does not receive and accept the annual certification within thirty (30) days of the annual anniversary date of the agreement, the project will be disconnected from the Company's system until such time as the certification is completed and accepted by the Company.

e. In addition to the requirements specified in sections a through d, Generation Facilities that are greater than 100 kW and less than 1 MW total nameplate rating require the following:

i. If the Company owns the transformer interconnecting the Seller's Generation Facility, then the Seller may own and maintain a secondary voltage disconnection device that can be operated by both the Seller and the Company.

ii. If the Seller owns the transformer interconnecting the Seller's Generation Facility, then the Company will own, operate and maintain a primary voltage disconnection device at the Seller's expense.

iii. The Company will construct, own, operate and maintain all protective relays and any associated equipment required to operate the protective relays.

2. Generation Facilities Greater Than 1 MW Nameplate Rating

The Company will own, maintain and operate all Interconnection Facilities and Disconnection Equipment at the Seller's expense.

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(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

**GENERATOR INTERCONNECTION PROCESS**

1. Seller shall pay the actual costs of all required interconnection studies. Any difference between the deposit (if required) and the actual cost of the study shall be paid by or refunded to Seller, as appropriate. If, during the course of preparing a study, the Company incurs costs in excess of the deposit amount, the Company may require that the deposit amount be replenished in an amount equal to the estimated costs for completion of the study. If a deposit amount sufficient to pay for completion of the study is not maintained, the Company may suspend work on the study.

2. Unless modified by the provisions of this schedule, the FERC-approved Large Generator Interconnection Procedures and Small Generator Interconnection Procedures posted on the Company's website will apply to the Generator Interconnection Process.

3. The deposit amounts for Generation Facilities up to 30 MW are specified in this schedule. Deposit amounts for Generation Facilities 30 MW and larger are covered by the FERC-approved Large Generator Interconnection Procedures posted on the Company's website.

4. Application. The Seller will submit a completed interconnection application in the form posted on the Company's website. The application form includes a general description of the Generation Facility and its location. The application includes payment of an application fee to be applied against costs the Company incurs to perform the Feasibility Study described below. The amount of the application fee is \$1,000 for a Generation Facility up to 30 MW.

5. Study Agreements. If the Seller desires to proceed beyond the Application stage, the Seller will be offered a series of study agreements. The individual study agreements establish the time to perform the study and the deposit the Seller is to provide prior to commencement of the study. The deposit amount may be waived if a Seller meets the Company's credit worthiness standards for unsecured credit specified in Attachment L to the Company's OATT. The studies consist of:

a. The Feasibility Study: The Feasibility Study includes a general review of project impact, e.g. exceeding equipment capabilities and violation of electrical performance requirements. The Feasibility Study Agreement states that no deposit is required, since the deposit is covered by the application fee.

b. The System Impact Study: The System Impact Study provides a detailed assessment of the distribution and/or transmission system adequacy to accommodate the Generation Facility through the evaluation of equipment capabilities and electrical performance requirements. This step may not be necessary for some projects depending on the size and location of the project. The System Impact Study Agreement includes a deposit of \$2,000 for a distribution system impact study or a \$10,000 deposit for a transmission system impact study.

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(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

**GENERATOR INTERCONNECTION PROCESS (Continued)**

c. The Facility Study: The Facility Study includes the engineering to determine the design specifications of the project. The Facility Study Agreement includes a deposit of 5% of the total project costs that were determined in the System Impact Study Report ("SISR") or the Feasibility Study Report if a SISR is not required, capped at \$30,000.

At the end of each stage of the three-step study process, the Company will provide the Seller with an increasingly more refined and detailed report that, among other things, will present a list of required Interconnection Facilities and a non-binding, good faith estimate of Seller's cost responsibility for the Interconnection Facilities. If long-lead time equipment items need to be ordered to meet Seller's construction schedule, the Company will request advance funding by the Seller to cover these equipment costs.

6. Generator Interconnection Agreement. The Generator Interconnection Agreement ("GIA"), will be offered to Seller following completion of the Facility Study. The GIA will utilize the Uniform Interconnection Agreement template included in this schedule.

**COST OF INTERCONNECTION FACILITIES**

All Interconnection Facilities provided under this schedule will be valued at the Company's Construction Cost and/or the Transfer Cost for vesting purposes as well as for operation and maintenance payment obligations.

**PAYMENT FOR INTERCONNECTION FACILITIES**

Unless specifically agreed otherwise by written agreement between the Seller and the Company, the Seller will pay all costs of interconnecting a Generation Facility to the Company's system. Costs of interconnection include the costs of furnishing and constructing required Interconnection Facilities, including Upgrades.

Each request for interconnection will go through the Generator Interconnection Process. Throughout the Generator Interconnection Process, the Company will periodically bill the Seller for costs incurred or obligated. Failure to pay an invoice within the time specified in the invoice will result in suspension of work on the interconnection and if the suspension of work extends beyond thirty (30) calendar days, the Generation Facility will be removed from the interconnection queue. Seller can end the Generator Interconnection Process at any time. If Seller decides to end the Generator Interconnection Process prior to completion, the Company will either refund any monies held for security that have not been spent or obligated, or issue an invoice to Seller for costs incurred prior to cancellation.

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**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

**SECURITY FOR PAYMENT OF INTERCONNECTION COSTS**

Sellers will provide adequate security for payment of the costs of the Generator Interconnection Process. Adequate security for Generation Facilities larger than 30 MW can be provided in accordance with the Large Generator Interconnection Procedures contained in Attachment M to the Company's OATT. Adequate security for Generation Facilities up to 30 MW can be provided in one of the following ways

1. Sellers that meet the Company's credit worthiness standards for unsecured credit are not required to provide additional security. The Company's minimum credit standards for unsecured credit are described in Attachment L to the OATT.

2. Sellers that do not meet the credit worthiness standards for unsecured credit will be notified of the reason for the determination and shall be given the option to provide alternative security acceptable to Idaho Power. In lieu of providing a cash deposit, Seller may establish an escrow account, provide a letter of credit or provide guarantee of payment by another person or entity which meets the credit worthiness standards for unsecured credit. Arrangements for alternative security must be acceptable to Idaho Power.

**TRANSFER OF INTERCONNECTION FACILITIES**

Transfer of Interconnection Facilities is available only for Generation Facilities with nameplate ratings greater than 100 kW.

1. Transfer at First Energy Date. If the Seller desires to transfer and the Company desires to accept any Seller-Furnished Facilities at the First Energy Date, the following will apply:

a. Prior to the beginning of construction, the Seller shall cause the contractor that is constructing the Seller-Furnished Facilities to provide the Company with a certificate naming the Company as an additional insured in the amount of not less than \$1,000,000 under the contractor's general liability policy.

b. The Company will provide the Seller's contractor with construction and material specifications and will have final approval of the design of the Seller-Furnished Facilities.

c. During construction and upon completion, the Company will inspect the Seller-Furnished Facilities to be transferred to the Company. The cost of such inspection will be borne by the Seller.

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**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

**TRANSFER OF INTERCONNECTION FACILITIES (Continued)**

d. If the Seller-Furnished Facilities meet the Company's design, material and construction specifications, are free from defects in materials and workmanship, and the Seller has provided the Company with acceptable easements, bills of sale and assurance against labor or materials liens, the Company will accept ownership effective as of the First Energy Date. In the bill of sale, the Seller will warrant to the Company that the Seller-Furnished Facilities are free of any liens or encumbrances and will be free from any defects in materials and workmanship for a period of one year from the First Energy Date.

2. Subsequent Transfer. If, after the First Energy Date, the Seller desires to transfer and the Company desires to accept any Seller-Furnished Facilities, the following will apply:

a. The Company will inspect the facilities proposed for sale to determine if they meet the Company's design, material and construction specifications.

b. The Company will determine the Transfer Cost of such facilities. The Transfer Cost will be equal to the depreciated Construction Cost the Company would have incurred if it had originally constructed the facilities plus the cost, if any, of bringing the facilities into compliance with the Company's design, material and construction specifications. Depreciation of the facilities proposed for transfer will be determined on the same basis as the Company depreciates its own facilities in accordance with the appropriate FERC account numbers for the type and size of line or equipment involved. The time period used for the calculation of the depreciated transfer cost will extend from the First Energy Date until the agreed upon transfer date. The Transfer Cost will be paid to the Company in cash at the time of transfer. At the same time, the Company will pay the Seller in cash an amount equal to the depreciated Construction Cost.

c. As a condition of the Company's acceptance, the Seller will provide the Company with acceptable easements, bills of sale and acceptable assurance against labor and material liens. The bill of sale will include a warranty that the transferred facilities are free of all liens and encumbrances and will be free from any defects in materials and workmanship for a period of one year from the date of transfer.

d. Effective as of the date of the transfer, the Company will operate and maintain the transferred facilities.

**VESTED INTEREST**

A Seller's eligibility for a Vested Interest refund will exist for 5 years after the date the Company completes construction of its portion of the Interconnection Facilities.

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION  
(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

VESTED INTEREST (Continued)

1. The Company will provide a refund payment to each Seller holding a Vested Interest in Company-owned Interconnection Facilities when an Additional Applicant shares use of those Interconnection Facilities.

2. The refund payment will be based on the following formula:

$$\text{Refund} = \begin{array}{l} \text{Linear} \\ \text{Footage} \\ \text{Ratio} \end{array} \times \begin{array}{l} \text{Connected} \\ \text{Load/Peak Generation} \\ \text{Ratio} \end{array} \times \begin{array}{l} \text{Original} \\ \text{Interconnection} \\ \text{Cost} \end{array}$$

a. The Linear Footage Ratio is the length of jointly used Special Facilities divided by the length of the vested Special Facilities.

b. The Connected Load/Peak Generation Ratio is the Connected Load or Peak Generation of the Additional Applicant divided by the sum of the Connected Load or Peak Generation of the Additional Applicant and all other Connected Loads and/or Peak Generation on the Special Facilities.

c. The Original Interconnection Cost is the sum of the Company's Construction Cost and any Transfer Costs for the Interconnection Facilities to which the Additional Applicant intends to connect and share usage.

3. The Additional Applicant will pay the Company the amount of the Vested Interest refund(s). Additional Applicants making Vested Interest payments are in turn eligible to receive refunds within the 5 year limit described above.

4. Vested Interest refunds will not exceed 100 percent of the refundable portion of any party's cash payment to the Company.

5. Vested Interest refund payments may be waived by notifying the Company in writing.

**OPERATION AND MAINTENANCE OBLIGATIONS AND EXPENSES**

The Company will operate and maintain Company furnished Interconnection Facilities as well as any Seller-Furnished Facilities transferred to the Company. For all projects not interconnecting as a Schedule 84 customer, the Seller will pay the Company a monthly operation and maintenance charge equal to a percentage of the Construction Cost and Transfer Cost paid by the Seller. The percentage will change annually on the anniversary of the First Energy Date in accordance with the following tables:

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

**OPERATION AND MAINTENANCE OBLIGATIONS AND EXPENSES (Continued)**

TABLE 1: MONTHLY OPERATION AND MAINTENANCE CHARGES FOR 138 kV and 161 kV

Year	1	2	3	4	5	6	7	8	9	10	11	12
O&M Charge	0.26%	0.27%	0.28%	0.29%	0.30%	0.32%	0.33%	0.35%	0.36%	0.38%	0.40%	0.41%
Year	13	14	15	16	17	18	19	20	21	22	23	24
O&M Charge	0.43%	0.45%	0.47%	0.49%	0.52%	0.54%	0.56%	0.59%	0.62%	0.64%	0.67%	0.70%
Year	25	26	27	28	29	30	31	32	33	34	35	36+
O&M Charge	0.73%	0.77%	0.80%	0.84%	0.87%	0.91%	0.96%	1.00%	1.04%	1.09%	1.14%	0.40%

TABLE 2: MONTHLY OPERATING AND MAINTENANCE CHARGES BELOW 138 kV

Year	1	2	3	4	5	6	7	8	9	10	11	12
O&M Charge	0.47%	0.49%	0.52%	0.54%	0.56%	0.59%	0.61%	0.64%	0.67%	0.70%	0.73%	0.77%
Year	13	14	15	16	17	18	19	20	21	22	23	24
O&M Charge	0.80%	0.84%	0.87%	0.91%	0.95%	1.00%	1.04%	1.09%	1.14%	1.19%	1.24%	1.30%
Year	25	26	27	28	29	30	31	32	33	34	35	36+
O&M Charge	1.36%	1.42%	1.48%	1.55%	1.62%	1.69%	1.77%	1.85%	1.93%	2.02%	2.11%	0.70%

The monthly operating and maintenance charges in Table 1 and Table 2 will be applied as a percentage of the applicable original interconnection investment. These monthly operating and maintenance charges escalate annually and are equivalent to 35-year levelized rates of 0.40% for Table 1 and 0.70% for Table 2.

Where a Seller's interconnection will utilize Interconnection Facilities provided under a prior agreement(s) and the combined term(s) of the prior agreement(s) is less than 35 years, the operation and maintenance charge related to those existing Interconnection Facilities for the Seller's interconnection will be computed to include the expired term of the prior agreement(s).

Where a Seller's interconnection will utilize Interconnection Facilities provided under a prior agreement(s) and the combined term(s) of the prior agreement(s) is greater than 35 years, the operation and maintenance charge related to those existing Interconnection Facilities for the Seller's interconnection will be computed at the applicable levelized rate designated at 36+ years.

The cost upon which an individual Seller's operation and maintenance charge is based will be reduced by subsequent Vested Interest refunds. Additional Applicants who are Sellers will pay the monthly operation and maintenance charge on the amount they paid as an Additional Applicant.

Seller-Furnished Facilities not transferred to the Company will be operated and maintained by the Seller at the Seller's sole risk and expense.

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
UNIFORM INTERCONNECTION  
AGREEMENT  
(PURPA)

This Interconnection Agreement ("Agreement") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter called "Seller," and Idaho Power Company, hereinafter called "Company."

**RECITALS**

A. Seller will own or operate a Generation Facility that qualifies for service under Idaho Power's Commission-approved Schedule 72 and any successor schedule.

B. The Generation Facility covered by this Agreement is more particularly described in Attachment 1.

**AGREEMENTS**

1. Capitalized terms used herein shall have the same meanings as defined in Schedule 72 or in the body of this Agreement.

2. This Agreement and Schedule 72 provide the rates, charges, terms and conditions under which the Seller's Generation Facility will interconnect with, and operate in parallel with, the Company's transmission/distribution system. Terms defined in Schedule 72 will have the same defined meaning in this Agreement. If there is any conflict between the terms of this Agreement and Schedule 72, Schedule 72 shall prevail.

3. This Agreement is not an agreement to purchase Seller's power. Purchase of Seller's power and other services that Seller may require will be covered under separate agreements. Nothing in this Agreement is intended to affect any other agreement between the Company and Seller.

4. Attached to this Agreement and included by reference are the following:

Attachment 1 – Description and Costs of the Generation Facility, Interconnection Facilities, and Metering Equipment.

Attachment 2 – One-line Diagram Depicting the Generation Facility, Interconnection Facilities, Metering Equipment and Upgrades.

Attachment 3 – Milestones For Interconnecting the Generation Facility.

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
UNIFORM INTERCONNECTION  
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(PURPA)  
(Continued)

AGREEMENTS (Continued)

Attachment 4 – Additional Operating Requirements for the Company's Transmission System Needed to Support the Seller's Generation Facility.

Attachment 5 – Reactive Power.

Attachment 6 – Description of Upgrades required to integrate the Generation Facility and Best Estimate of Upgrade Costs.

5. Effective Date, Term, Termination and Disconnection.

5.1 Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement, this Agreement shall become effective on the date specified above and remain effective as long as Seller's Generation Facility is eligible for service under Schedule 72.

5.2 Termination.

5.2.1 Seller may voluntarily terminate this Agreement upon expiration or termination of an agreement to sell power to the Company.

5.2.2 After a Default, either Party may terminate this Agreement pursuant to Section 6.5.

5.2.3 Upon termination or expiration of this Agreement, the Seller's Generation Facility will be disconnected from the Company's transmission/distribution system. The termination or expiration of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination. The provisions of this Section shall survive termination or expiration of this Agreement.

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
UNIFORM INTERCONNECTION  
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(PURPA)

(Continued)

**AGREEMENTS (Continued)**

5.3 Temporary Disconnection. Temporary disconnection shall continue only for so long as reasonably necessary under "Good Utility Practice." Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice includes compliance with WECC or NERC requirements. Payment of lost revenue resulting from temporary disconnection shall be governed by the power purchase agreement.

5.3.1 Emergency Conditions. "Emergency Condition" means a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Company, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Company's transmission/distribution system, the Company's Interconnection Facilities or the equipment of the Company's customers; or (3) that, in the case of the Seller, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the reliability and security of, or damage to, the Generation Facility or the Seller's Interconnection Facilities. Under Emergency Conditions, either the Company or the Seller may immediately suspend interconnection service and temporarily disconnect the Generation Facility. The Company shall notify the Seller promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Seller's operation of the Generation Facility. The Seller shall notify the Company promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Company's equipment or service to the Company's customers. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
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(PURPA)

(Continued)

AGREEMENTS (Continued)

5.3.2 Routine Maintenance, Construction, and Repair. The Company may interrupt interconnection service or curtail the output of the Seller's Generation Facility and temporarily disconnect the Generation Facility from the Company's transmission/distribution system when necessary for routine maintenance, construction, and repairs on the Company's transmission/distribution system. The Company will make a reasonable attempt to contact the Seller prior to exercising its rights to interrupt interconnection or curtail deliveries from the Seller's Facility. Seller understands that in the case of emergency circumstances, real time operations of the electrical system, and/or unplanned events, the Company may not be able to provide notice to the Seller prior to interruption, curtailment or reduction of electrical energy deliveries to the Company. The Company shall use reasonable efforts to coordinate such reduction or temporary disconnection with the Seller.

5.3.3 Scheduled Maintenance. On or before January 31 of each calendar year, Seller shall submit a written proposed maintenance schedule of significant Facility maintenance for that calendar year and the Company and Seller shall mutually agree as to the acceptability of the proposed schedule. The Parties determination as to the acceptability of the Seller's timetable for scheduled maintenance will take into consideration Good Utility Practices, Idaho Power system requirements and the Seller's preferred schedule. Neither Party shall unreasonably withhold acceptance of the proposed maintenance schedule.

5.3.4. Maintenance Coordination. The Seller and the Company shall, to the extent practical, coordinate their respective transmission/distribution system and Generation Facility maintenance schedules such that they occur simultaneously. Seller shall provide and maintain adequate protective equipment sufficient to prevent damage to the Generation Facility and Seller-furnished Interconnection Facilities. In some cases, some of Seller's protective relays will provide back-up protection for Idaho Power's facilities. In that event, Idaho Power will test such relays annually and Seller will pay the actual cost of such annual testing.

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
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(PURPA)

(Continued)

AGREEMENTS (Continued)

5.3.5 Forced Outages. During any forced outage, the Company may suspend interconnection service to effect immediate repairs on the Company's transmission/distribution system. The Company shall use reasonable efforts to provide the Seller with prior notice. If prior notice is not given, the Company shall, upon request, provide the Seller written documentation after the fact explaining the circumstances of the disconnection.

5.3.6 Adverse Operating Effects. The Company shall notify the Seller as soon as practicable if, based on Good Utility Practice, operation of the Seller's Generation Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generation Facility could cause damage to the Company's transmission/distribution system or other affected systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Seller upon request. If, after notice, the Seller fails to remedy the adverse operating effect within a reasonable time, the Company may disconnect the Generation Facility. The Company shall provide the Seller with reasonable notice of such disconnection, unless the provisions of Article 5.3.1 apply.

5.3.7 Modification of the Generation Facility. The Seller must receive written authorization from the Company before making any change to the Generation Facility that may have a material impact on the safety or reliability of the Company's transmission/distribution system. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Seller makes such modification without the Company's prior written authorization, the latter shall have the right to temporarily disconnect the Generation Facility.

5.3.8 Reconnection. The Parties shall cooperate with each other to restore the Generation Facility, Interconnection Facilities, and the Company's transmission/distribution system to their normal operating state as soon as reasonably practicable following a temporary disconnection.

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
UNIFORM INTERCONNECTION  
AGREEMENT  
(PURPA)  
(Continued)

AGREEMENTS (Continued)

5.3.9 Voltage Levels. Seller, in accordance with Good Utility Practices, shall minimize voltage fluctuations and maintain voltage levels acceptable to Idaho Power. Idaho Power may, in accordance with Good Utility Practices, upon one hundred eighty (180) days' notice to the Seller, change its nominal operating voltage level by more than ten percent (10%) at the Point of Delivery, in which case Seller shall modify, at Idaho Power's expense, Seller's equipment as necessary to accommodate the modified nominal operating voltage level.

5.4 Land Rights.

5.4.1 Seller to Provide Access. Seller hereby grants to Idaho Power for the term of this Agreement all necessary rights-of-way and easements to install, operate, maintain, replace, and remove Idaho Power's Metering Equipment, Interconnection Equipment, Disconnection Equipment, Protection Equipment and other Special Facilities necessary or useful to this Agreement, including adequate and continuing access rights on property of Seller. Seller warrants that it has procured sufficient easements and rights-of-way from third parties so as to provide Idaho Power with the access described above. All documents granting such easements or rights-of-way shall be subject to Idaho Power's approval and in recordable form.

5.4.2 Use of Public Rights-of-Way. The Parties agree that it is necessary to avoid the adverse environmental and operating impacts that would occur as a result of duplicate electric lines being constructed in close proximity. Therefore, subject to Idaho Power's compliance with Paragraph 5.4.4, Seller agrees that should Seller seek and receive from any local, state or federal governmental body the right to erect, construct and maintain Seller-furnished Interconnection Facilities upon, along and over any and all public roads, streets and highways, then the use by Seller of such public right-of-way shall be subordinate to any future use by Idaho Power of such public right-of-way for construction and/or maintenance of electric distribution and transmission facilities and Idaho Power may claim use of such public right-of-way for such purposes at any time. Except as required by Paragraph 5.4.4, Idaho Power shall not be required to compensate Seller for exercising its rights under this Paragraph 5.4.2.

SCHEDULE 72  
INTERCONNECTIONS TO  
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(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
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(PURPA)

(Continued)

AGREEMENTS (Continued)

5.4.3 Joint Use of Facilities. Subject to Idaho Power's compliance with Paragraph 15.4.4, Idaho Power may use and attach its distribution and/or transmission facilities to Seller's Interconnection Facilities, may reconstruct Seller's Interconnection Facilities to accommodate Idaho Power's usage or Idaho Power may construct its own distribution or transmission facilities along, over and above any public right-of-way acquired from Seller pursuant to Paragraph 5.4.2, attaching Seller's Interconnection Facilities to such newly constructed facilities. Except as required by Paragraph 5.4.4, Idaho Power shall not be required to compensate Seller for exercising its rights under this Paragraph 5.4.3.

5.4.4 Conditions of Use. It is the intention of the Parties that the Seller be left in substantially the same condition, both financially and electrically, as Seller existed prior to Idaho Power's exercising its rights under this Paragraph 5.4. Therefore, the Parties agree that the exercise by Idaho Power of any of the rights enumerated in Paragraphs 5.4.2 and 5.4.3 shall: (1) comply with all applicable laws, codes and Good Utility Practices, (2) equitably share the costs of installing, owning and operating jointly used facilities and rights-of-way. If the Parties are unable to agree on the method of apportioning these costs, the dispute will be submitted to the Commission for resolution and the decision of the Commission will be binding on the Parties, and (3) shall provide Seller with an interconnection to Idaho Power's system of equal capacity and durability as existed prior to Idaho Power exercising its rights under this Paragraph 5.4.

6. Assignment, Liability, Indemnity, Force majeure, Consequential Damages and Default.

6.1 Assignment. This Agreement may be assigned by either Party upon twenty-one (21) calendar days prior written notice and opportunity to object by the other Party; provided that:

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
UNIFORM INTERCONNECTION  
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(PURPA)

(Continued)

AGREEMENTS (Continued)

6.1.2 The Seller shall have the right to contingently assign this Agreement, without the consent of the Company, for collateral security purposes to aid in providing financing for the Generation Facility, provided that the Seller will promptly notify the Company of any such contingent assignment.

6.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Seller. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

6.2 Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

6.3 Indemnity.

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

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

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
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(PURPA)

(Continued)

**AGREEMENTS (Continued)**

6.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim. Failure to defend is a Material Breach.

6.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

6.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall be a Material Breach and shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

6.4 Force Majeure. As used in this Agreement, "Force Majeure" or "an event of Force Majeure" means any cause beyond the control of the Seller or of the Company which, despite the exercise of due diligence, such Party is unable to prevent or overcome. Force Majeure includes, but is not limited to, acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, or changes in law or regulation occurring after the Operation Date, which, by the exercise of reasonable foresight such party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome. If either Party is rendered wholly or in part unable to perform its obligations under this Agreement because of an event of Force Majeure, both Parties shall be excused from whatever performance is affected by the event of Force Majeure, provided that:

(1) The non-performing Party shall, as soon as is reasonably possible after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence.

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION

(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

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(PURPA)

(Continued)

AGREEMENTS (Continued)

(2) The suspension of performance shall be of no greater scope and of no longer duration than is required by the event of Force Majeure.

(3) No obligations of either Party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence.

6.5 Default and Material Breaches.

6.5.1 Defaults. If either Party fails to perform any of the terms or conditions of this Agreement (a "Default" or 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 and/or pursue its legal or equitable remedies.

6.5.2 Material Breaches. The notice and cure provisions in Paragraph 6.6.1 do not apply to Defaults identified in this Agreement as Material Breaches. Material Breaches must be cured as expeditiously as possible following occurrence of the breach.

7. Insurance. During the term of this Agreement, Seller shall secure and continuously carry the following insurance coverage:

7.1 Comprehensive General Liability Insurance for both bodily injury and property damage with limits equal to \$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.

7.2 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:

SCHEDULE 72  
INTERCONNECTIONS TO  
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(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

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AGREEMENTS (Continued)

(a) An endorsement naming Idaho Power as an additional insured and loss payee as applicable; and

(b) 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.

7.3 Seller to Provide Certificate of Insurance. As required in Paragraph 7 herein and annually thereafter, Seller shall furnish the Company a certificate of insurance, together with the endorsements required therein, evidencing the coverage as set forth above.

7.4 Seller to Notify Idaho Power of Loss of Coverage - If the insurance coverage required by Paragraph 7.1 shall lapse for any reason, Seller will immediately notify Idaho Power in writing. The notice will advise Idaho Power of the specific reason for the lapse and the steps Seller is taking to reinstate the coverage. Failure to provide this notice and to expeditiously reinstate or replace the coverage will constitute grounds for a temporary disconnection under Section 5.3 and will be a Material Breach.

8. Miscellaneous.

8.1 Governing Law. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Idaho without regard to its conflicts of law principles.

8.2 Salvage. No later than sixty (60) days after the termination or expiration of this Agreement, Idaho Power will prepare and forward to Seller an estimate of the remaining value of those Idaho Power furnished Interconnection Facilities as required under Schedule 72 and/or described in this Agreement, less the cost of removal and transfer to Idaho Power's nearest warehouse, if the Interconnection Facilities will be removed. If Seller elects not to obtain ownership of the Interconnection Facilities but instead wishes that Idaho Power reimburse the Seller for said Facilities the Seller may invoice Idaho Power for the net salvage value as estimated by Idaho Power and Idaho Power shall pay such amount to Seller within thirty (30) days after receipt of the invoice. Seller shall have the right to offset the invoice amount against any present or future payments due Idaho Power.

SCHEDULE 72  
INTERCONNECTIONS TO  
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(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
UNIFORM INTERCONNECTION  
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(PURPA)

(Continued)

AGREEMENTS (Continued)

9. Notices.

9.1 General. Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Seller:

Seller: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If to the Company:

Company \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

9.2 Billing and Payment. Billings and payments shall be sent to the addresses set out below:

Seller: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION  
(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
UNIFORM INTERCONNECTION  
AGREEMENT  
(PURPA)  
(Continued)

AGREEMENTS (Continued)

9.3 Designated Operating Representative. The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Seller's Operating Representative:

Seller: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company's Operating Representative:

Company: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

10. Signatures.

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

For the Company

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For the Seller

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION  
(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
UNIFORM INTERCONNECTION  
AGREEMENT  
(PURPA)  
(Continued)

Attachment 1

Description and Costs of the Generation Facility, Interconnection Facilities and Metering Equipment

In this attachment the Generation Facility and Interconnection Facilities, including Special Facilities and upgrades, are itemized and identified as being owned by the Seller or the Company. As provided in Schedule 72, Payment For Interconnection Facilities, the Company will provide a best estimate itemized cost of its Interconnection Facilities, including Special Facilities, upgrades and Metering Equipment.

Attachment 2

One-line Diagram Depicting the Small Generation Facility, Interconnection Facilities, Metering Equipment and Upgrades

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION  
(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
UNIFORM INTERCONNECTION  
AGREEMENT  
(PURPA)  
(Continued)

Attachment 3

Milestones

In-Service Date: \_\_\_\_\_

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For the Company \_\_\_\_\_ Date \_\_\_\_\_

For the Seller \_\_\_\_\_ Date \_\_\_\_\_

SCHEDULE 72  
INTERCONNECTIONS TO  
NON-UTILITY GENERATION  
(Continued)

**SECTION 3: INTERCONNECTION OF NON-NET METERING GENERATION FACILITIES (Continued)**

IDAHO POWER COMPANY  
UNIFORM INTERCONNECTION  
AGREEMENT  
(PURPA)  
(Continued)

Attachment 4

Additional Operating Requirements for the Company's Transmission System and Affected Systems Needed to Support the Seller's Needs

The Company shall also provide requirements that must be met by the Seller prior to initiating parallel operation with the Company's Transmission System.

Attachment 5

Reactive Power Requirements

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

Attachment 6

Company's Description of Upgrades Required to Integrate the Generation Facility and Best Estimate of Upgrade Costs

As provided in Schedule 72 this Attachment describes Upgrades, including best work upgrades, and provides an itemized best estimate of the cost of the Upgrades.