



# Oregon

Kate Brown, Governor

## Public Utility Commission

201 High St SE Suite 100

Salem, OR 97301

**Mailing Address:** PO Box 1088

Salem, OR 97308-1088

503-373-7394

February 7, 2020

UM 1930 Stakeholders,

Enclosed in this docket posting are the draft Power Purchase Agreements (PPAs) from PacifiCorp, Portland General Electric, and Idaho Power Company for the Community Solar Program. The Companies have provided drafts of their PPAs to give Staff and stakeholders additional time and opportunity to comment on the draft. Please note that Staff has not reviewed the PPAs, and is developing its recommendation on the PPAs for the Public Meeting Memo. Please see below for the timeline for stakeholder opportunity to comment as we near the March 10<sup>th</sup> Public Meeting:



**February 7, 2020:** Draft PPAs are distributed to stakeholders through this docket posting

- Stakeholder Comments on the Draft PPAs submitted to the docket before February 18 will be considered in Staff's Public Meeting Memo
- Utilities have the opportunity to respond to stakeholder comment on the Draft PPAs. Utility responses submitted on the docket before February 28 will be considered in Staff's Public Meeting Memo.

**February 18, 2020:** Utilities will file their Combined Interconnection and PPA Tariffs, including the pro forma interconnection agreements and pro forma PPAs

- Stakeholder opportunity to comment on the Combined Tariff filings begins

**March 4, 2020:** Staff Public Meeting Memo providing a recommendation on the Combined Tariff filing posted to the UM 1930 docket

- Stakeholder and Utility opportunity to comment on Staff's recommendation begins

**March 10, 2020:** Combined Tariff Filings will be before the Commission for approval on the Regular Agenda.

- Stakeholder and Utility opportunity to appear before the Commission

Please feel free to contact me if you have any questions, and thank you for your engagement in this process.

Best,

Jill Goatcher

Senior Utility Analyst, Energy Resources and Planning

Oregon Public Utility Commission

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## COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT

THIS COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT (the “Agreement”) entered into this [\_\_] day of [\_\_\_\_], 20[\_\_] (the “Effective Date”), is between [\_\_\_\_], a [\_\_\_\_] [\_\_\_\_] (“Project Manager”), and PacifiCorp, an Oregon corporation acting in its regulated utility capacity (“PacifiCorp”). Project Manager and PacifiCorp are referred to individually in this Agreement as a “Party” and collectively as the “Parties.”

### RECITALS

- A. Project Manager intends to construct, own, operate and maintain a solar photovoltaic facility for the generation of electric power, including interconnection facilities, located in [\_\_\_\_] with a facility capacity rating of [\_\_] kilowatts (kW) as further described in Exhibit A and Exhibit B (“Facility”); and
- B. Project Manager intends to commence delivery of Net Output under this Agreement, for the purpose of start-up testing, on [\_\_\_\_], 20[\_\_]; and
- C. Project Manager intends to operate the Facility as a Community Solar Program Project, commencing commercial operations on [\_\_\_\_], 20[\_\_] (“Scheduled Commercial Operation Date”).
- D. Project Manager estimates that the average annual Net Output to be delivered by the Facility to PacifiCorp is [\_\_\_\_] kilowatt-hours (kWh); and
- E. This Agreement is a Community Solar Program Purchase Agreement under the Oregon Community Solar Program implemented by the Oregon Public Utility Commission pursuant to ORS 757.386(2).

### AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

#### SECTION 1: DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

**Agreement** means this Community Solar Program Purchase Agreement.

**As-Available Rate** is the rate at which PacifiCorp will purchase a Project’s Unsubscribed Energy. The As-Available Rate will be calculated using the Non-Firm Market Price Index.

**Average Annual Generation** has the meaning stated in Section 5.7.

**Certified Project** is a Community Solar Program Project that has been certified by the Oregon Public Utility Commission under OAR 860-088-0050 and in accordance with the Program Implementation Manual.

**Commercial Operation Date** means the date that the Facility is deemed by PacifiCorp to be fully operational and reliable, which requires, among other things, that all of the following events have occurred:

1. PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer stating (a) the facility capacity rating of the Facility at the anticipated Commercial Operation Date; (b) that the Facility is able to generate electric power reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement; (c) the Facility has completed start-up testing and commissioning; and (d) in accordance with the Generation Interconnection Agreement, all required interconnection facilities have been constructed, all required interconnection tests have been completed, and the Facility is physically interconnected with PacifiCorp's electric system;
2. PacifiCorp has received a certificate addressed to PacifiCorp from an officer of Project Manager stating that Project Manager has obtained all Required Project Documents and, if requested by PacifiCorp in writing, has provided copies of any or all such requested Required Project Documents; and
3. PacifiCorp has received an executed copy of Exhibit E—Project Manager's Authorization to Release Generation Data to PacifiCorp.

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

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

**Conditional DNR Notice** has the meaning provided in Section 3.1.

**Contract Interest Rate** means the lesser of (a) the highest rate permitted under applicable law or (b) 200 basis points per annum plus the rate per annum equal to the publicly announced prime rate or reference rate for commercial loans to large businesses in effect from time to time quoted by Citibank, N.A. as its "prime rate." If a Citibank, N.A. prime rate is not available, the applicable prime rate shall be the announced prime rate or reference rate for commercial loans in effect from time to time quoted by a bank with \$10 billion or more in assets in New York City, N.Y., selected by the Party to whom interest is being paid.

**Contract Year** means a twelve (12) month period commencing at 00:00 hours Pacific Prevailing Time (PPT) on January 1 and ending on 24:00 hours PPT on December 31; provided, however, that the first Contract Year shall commence on the Commercial Operation Date and end on the next succeeding December 31, and the last Contract Year shall end on the date of termination or expiration of this Agreement.

**Effective Date** means the date stated in the first sentence of this Agreement.

**Energy Delivery Schedule** has the meaning provided in Section 5.7.

**Facility** has the meaning provided in the Recitals.

**Generation Interconnection Agreement** means the generation interconnection agreement between Project Manager and Transmission Provider, providing for the construction, operation, and maintenance of the interconnection facilities required to accommodate deliveries of the Facility's Net Output.

**Licensed Professional Engineer** means a person acceptable to PacifiCorp in its reasonable judgment who is licensed to practice engineering in the state of Oregon and is not an employee of Project Manager. Such Licensed Professional Engineer shall be licensed in an appropriate engineering discipline for the required certification being made.

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

**Net Output** means all energy produced by the Facility, less Station Use and Losses, if any. For purposes of calculating payment under this Agreement, Net Output shall be the amount of energy flowing through the Point of Delivery less three percent (3%) for contingency reserves.

**Non-Firm Market Price Index** means ninety three percent (93%) of the hourly value calculated based on the average prices reported for a blending of Intercontinental Exchange, Inc. ("ICE") Day Ahead Power Price Report at market hubs for firm index prices for a given day, weighted by the count of hours for each ICE index on such day, multiplied by the then-current hourly energy scalars for a given day calculated under the methodology approved in the Resource Value of Solar docket (UM 1910) or a successor proceeding. If applicable, the resulting value will be reduced by the integration costs specified in the then-current standard avoided cost rate schedule as applicable to the Facility. The market blending and scalar matrices are available upon request. If any index is not available for a given period, the Non-Firm Market Price Index will be the average price derived from days in which all published data is available, for the same number of days immediately preceding and immediately succeeding the period in which an index was not available, regardless of which days of the week are used for this purpose. The Non-Firm Market Price Index will remain in effect until a replacement Non-Firm Market Price Index is approved by the Oregon Public Utility Commission.

**Participant** means a customer of PacifiCorp that is either a subscriber or owner of the Facility.

**Point of Delivery** is the location where PacifiCorp's and Facility's electrical facilities are interconnected.

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

**Program Implementation Manual** means the manual of requirements applicable to the Project Manager, PacifiCorp and Participants for the Community Solar Program adopted by the Oregon Public Utility Commission, as may be amended from time to time.

**Project Manager** is the entity having responsibility for managing the operation of the Facility, as stated in the first sentence of this Agreement.

**Prudent Electrical Practices** means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electric Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should

reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable law. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediately preceding sentence.

**PURPA** means the Public Utility Regulatory Policies Act of 1978.

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

**Renewable Energy Credits** means green tags, green certificates, renewable energy credits (RECs) and tradable renewable certificates, as those terms are commonly used in the regional electric utility industry, directly associated with the production of energy from the Facility.

**Required Project Documents** means all licenses, permits, authorizations, and agreements, including a Generation Interconnection Agreement and Qualifying Facility certification or self-certification, necessary for construction, operation, and maintenance of the Facility consistent with the terms of this Agreement, including without limitation those listed in Exhibit C.

**Scheduled Commercial Operation Date** has the meaning provided in the Recitals.

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

**Subscribed Energy** means that portion of the Net Output for which the Project Manager has obtained a Participant and for which PacifiCorp must credit the Participant's electric bills.

**Transmission Provider** means PacifiCorp, acting in its transmission provider capacity.

**Unsubscribed Energy** means that portion of the Net Output for which the Project Manager has no Participant and that is purchased by PacifiCorp at the As-Available Rate.

## **SECTION 2: TERM**

2.1 **Term.** Except as otherwise provided herein, this Agreement shall terminate at midnight (Pacific prevailing time) on the date that is the twentieth (20<sup>th</sup>) anniversary of the Commercial Operation Date.

## **SECTION 3: DELIVERY OF POWER AND COMPENSATION**

3.1 **Designation of Network Resource.** Within five (5) days following the Effective Date, PacifiCorp will submit an application to the Transmission Provider requesting designation of the Facility as a network resource, thereby authorizing network transmission service under PacifiCorp's Network Integration Transmission Service Agreement with the Transmission Provider. If PacifiCorp is notified in

writing by the Transmission Provider that designation of the Facility as a network resource requires the construction of transmission system network upgrades or otherwise requires potential re-dispatch of other network resources of PacifiCorp (a “Conditional DNR Notice”), PacifiCorp and Project Manager will promptly meet to determine how such conditions to the Facility’s network resource designation will be addressed in this Agreement. If, within sixty (60) days following the date of PacifiCorp’s receipt of the Conditional DNR Notice, PacifiCorp and Project Manager are unable to reach agreement regarding how to designate the Facility as a network resource in light of the Conditional DNR Notice, PacifiCorp will submit the matter to the Commission for a determination on whether, as a result of the Conditional DNR Notice, this Agreement should be terminated or amended. PacifiCorp will submit such filing to the Commission within ninety (90) days following the date of PacifiCorp’s receipt of the Conditional DNR Notice. In the event of such a filing to the Commission under this Section, the Parties’ obligations under this Agreement will be suspended until such time that the Commission issues a final decision. In the event of a Conditional DNR Notice, Project Manager will have the right to terminate this Agreement upon written notice to PacifiCorp and such termination by Project Manager will not be an event of default and no damages will be owed by Project Manager to PacifiCorp related to the termination of this Agreement except to the extent PacifiCorp has incurred costs at Project Manager’s request in furtherance of addressing the matters covered under this Section.

3.2 Delivery and Purchase of Net Output. Subject to Section 3.1 above and unless otherwise provided in this Agreement, commencing on the Commercial Operation Date, Project Manager will transmit to PacifiCorp all Net Output and PacifiCorp will accept all Net Output delivered to the Point of Delivery.

3.3 Curtailment. PacifiCorp is not obligated to purchase, receive, pay for, or pay any damages associated with, energy from the Facility not delivered to the Point of Delivery due to any of the following: (a) the Facility’s interconnection is disconnected, suspended or interrupted, in whole or in part, consistent with the terms of the Generation Interconnection Agreement; (b) the general, non-discriminatory curtailment, reduction, or redispatch of generation in the area for any reason, even if such curtailment or redispatch directive is carried out by PacifiCorp (but excluding curtailment of purchases for solely economic reasons unilaterally directed by PacifiCorp); (c) the Facility’s lack of integration or synchronization to the transmission system; or (d) a force majeure event.

3.4 Compensation. PacifiCorp will compensate the Project Manager for Unsubscribed Energy and the Participants for Subscribed Energy on a monthly basis.

(a) For the portion of the monthly Net Output that is Subscribed Energy, PacifiCorp will credit the electric bills of Participants to account for their proportionate share of the Net Output in accordance with the requirements of the Program Implementation Manual and data provided by the Program Administrator.

(b) For the portion of the monthly Net Output that is Unsubscribed Energy that is delivered to PacifiCorp by Project Manager from the Facility at the Point of Delivery, PacifiCorp will pay the Project Manager the As-Available Rate.

#### **SECTION 4: RENEWABLE ENERGY CREDITS**

4.1 No Claim to Renewable Energy Certificates. PacifiCorp waives any claim to ownership of any Renewable Energy Certificates that are issued by the Western Renewable Energy Generation Information System associated with the Facility’s Net Output.

## SECTION 5: OPERATION AND CONTROL

5.1 Program Implementation Manual. Both Parties shall comply with the requirements set forth in the Program Implementation Manual. Failure to comply with such Program Implementation Manual requirements shall be considered a material breach of this Agreement.

5.2 Certification. Project Manager shall maintain the Facility as a Certified Project at all times during the term of this Agreement. Failure to maintain the Facility as a Certified Project shall be considered a material breach of this Agreement.

5.3 Qualifying Facility. Project Manager shall maintain the Facility as a Qualifying Facility at all times during the term of this Agreement. Failure to maintain the Facility as a Qualifying Facility shall be considered a material breach of this Agreement.

5.4 As-Built Supplement. Upon completion of initial construction of the Facility, and upon any subsequent material modification of the Facility, Project Manager shall provide PacifiCorp an as-built supplement to specify the actual Facility as built.

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

5.6 Facility Inspection. Project Manager is solely responsible for the operation and maintenance of the Facility. PacifiCorp has the right, upon reasonable prior notice to Project Manager, to inspect the Facility to confirm that the Project Manager is operating the Facility in accordance with the provisions of this Agreement, provided that PacifiCorp is not, by reason of its decision to inspect or not to inspect the Facility, or by any action or inaction taken with respect to any such inspection, assuming any responsibility for any liability or occurrence arising from the operation and maintenance by Project Manager of the Facility.

5.7 Average Generation and Energy Delivery Schedules. Project Manager estimates that the Facility will generate, on average, [ ] kWh per Contract Year ("Average Annual Generation"). Project Manager may, upon at least six (6) months prior written notice, modify the Average Annual Generation every other Contract Year. Project Manager's initial monthly schedule of expected Net Output from the Facility is attached as Exhibit D (the "Energy Delivery Schedule"). Project Manager must update and provide to PacifiCorp a revised Energy Delivery Schedule within thirty (30) days following the end of each Contract Year.

5.8 Scheduled Outages. Project Manager may cease operation of the entire Facility or individual units for maintenance or other purposes. Project Manager must exercise reasonable efforts to notify PacifiCorp of planned outages at least ninety (90) days prior to the planned outage. Additionally, Project Manager must use commercially reasonable efforts to not plan outages during the months of December, January, February, July, August and September.

5.9 Unplanned Outages. In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the facility capacity rating expected to last more than 48 hours, Project Manager must promptly notify PacifiCorp of the unscheduled outage or curtailment, the time when such occurred or will occur, and the anticipated duration.

5.10 Adjustments to Scheduled Commercial Operation Date. Project Manager must promptly notify PacifiCorp in writing of any adjustments (earlier or later) to the Scheduled Commercial Operation Date. Project Manager must also inform PacifiCorp in writing no later than ten (10) business days prior to the Scheduled Commercial Operation Date of the anticipated Commercial Operation Date, provided such notice to PacifiCorp may not be provided earlier than twenty (20) business days prior to the anticipated Commercial Operation Date.

## **SECTION 6: METERING AND COMMUNICATIONS**

### 6.1 Metering and Communications.

(a) Metering equipment will be designed, furnished, installed, owned, inspected, tested, maintained and replaced pursuant to the terms of the Generation Interconnection Agreement. To the extent not otherwise provided in the Generation Interconnection Agreement, Project Manager will bear all costs (including PacifiCorp's costs) relating to all metering and communication equipment installed to accommodate the Facility.

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

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

## **SECTION 7: INSURANCE**

7.1 Certificates. Prior to connection of the Facility to PacifiCorp's electric system, Project Manager shall secure and continuously carry insurance in compliance with the requirements of this Section. Project Manager shall provide PacifiCorp insurance certificate(s) confirming Project Manager's compliance with the insurance requirements hereunder. If requested by PacifiCorp, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to PacifiCorp.

7.2 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Project Manager under this Agreement, Project Manager shall secure and continuously



carry with an insurance company or companies rated not lower than “A-/VII” by the A.M. Best Company commercial general liability insurance to include premises and operations, contractual liability, with a minimum single limit of \$1,000,000 each occurrence to protect against and from loss by reason of injury to persons or damage to property based upon and arising out of the activity under this Agreement.

7.3 The commercial general liability policy required herein shall include (a) provisions or endorsements naming PacifiCorp, its board of directors, officers and employees as additional insureds, and (b) cross liability coverage so that the insurance applies separately to each insured against whom claim is made or suit is brought, even in instances where one insured claims against or sues another insured. In addition, unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against PacifiCorp.

7.4 The commercial general liability policy required herein shall include provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, and provisions that such policies shall not be canceled or their limits of liability reduced without (a) ten (10) days prior written notice to PacifiCorp if canceled for nonpayment of premium, or (b) thirty (30) days prior written notice to PacifiCorp if canceled for any other reason.

7.5 Commercial general liability coverage written on a “claims-made” basis, if any, shall be specifically identified on the certificate, and Project Manager shall be maintained by Project Manager for a minimum period of five (5) years after the completion of this Agreement and for such other length of time necessary to cover liabilities arising out of the activities under this Agreement.

## **SECTION 8: COMPUTATIONS**

8.1 Net Output Data. No later than the second business day of each month, PacifiCorp will transfer to the Program Administrator the data related to the amount of Net Output delivered to PacifiCorp from the Facility for the month, measured in kWh.

## **SECTION 9: COMPENSATION**

9.1 Payment for Unsubscribed Energy. No later than the 20<sup>th</sup> day of the month or ten (10) days after receiving kWh data from Program Administrator regarding the prior month’s Subscribed Energy amount and Unsubscribed Energy amount, whichever occurs later, PacifiCorp will send to Program Administrator payment for Project Manager deliveries of Unsubscribed Energy to PacifiCorp, together with computations supporting such payment. PacifiCorp may offset any such payment to reflect amounts owing from Project Manager to PacifiCorp pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties.

9.2 Corrections. PacifiCorp may adjust any payment made under this Agreement for Unsubscribed Energy or Subscribed Energy up to eighteen months following the date of original payment.

9.3 Interest. Any amounts owing after the due date thereof will bear interest at the Contract Interest Rate.

9.4 Payment for Subscribed Energy. PacifiCorp will credit the electric bills of Participants for their proportionate shares of Subscribed Energy in accordance with the Program Implementation Manual and data provided by Program Administrator.

9.5 Taxes. Project Manager must pay or cause to be paid when due, or reimburse PacifiCorp for, all existing and any new sales, use, excise, severance, ad valorem, and any other similar taxes, imposed or levied by any governmental authority on the energy, Net Output or any other attributes of the Facility up to and including, but not beyond, the Point of Delivery, regardless of whether such taxes are imposed on PacifiCorp or Project Manager under applicable law. PacifiCorp must pay or cause to be paid when due all such taxes imposed or levied by any governmental authority on the Net Output beyond the Point of Delivery, regardless of whether such taxes are imposed on PacifiCorp or Project Manager under applicable law. In the event any taxes are imposed on a Party for which the other Party is responsible hereunder, the Party on which the taxes are imposed must promptly provide the other Party notice thereof and such other information as such Party may reasonably request with respect to any such taxes. PacifiCorp and Project Manager agree that all Net Output being purchased under this Agreement by PacifiCorp is for resale.

9.6 Offset. PacifiCorp may offset any payment due to the Project Manager by amounts owing from the Project Manager pursuant to this Agreement and any other agreement between the Parties related to the Facility.

**SECTION 10: SUCCESSORS AND ASSIGNS**

Neither Party may assign this Agreement without the consent of the other Party, which shall not be unreasonably withheld. This Agreement and all of the terms shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

**SECTION 11: NOTICES**

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

If to PacifiCorp:

[\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_]

If to Project Manager:

[\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_]

**SECTION 12: INDEMNIFICATION AND LIABILITY**

12.1 Project Manager’s Indemnity. Project Manager agrees to defend, indemnify and hold harmless PacifiCorp, its directors, officers, employees, agents, and representatives against and from any and all claims resulting from, or arising out of or in any way connected with (i) Project Manager’s performance hereunder, including the delivery of energy to and at the Point of Delivery; (ii) Project Manager’s development, construction, ownership, operation, maintenance, or decommissioning of the Facility; (iii) the violation of any law, rule, order or regulation by Project Manager or any of its affiliates, or their respective employees, contractors or agents in connection with this Agreement; (iv) Project

Manager's failure to perform any of Project Manager's obligations under this Agreement or the Required Facility Documents; (v) Project Manager's breach of any representation or warranty set forth in this Agreement; or (vi) Project Manager's negligence or willful misconduct in connection with this Agreement, except to the extent such claim is caused by breach of this Agreement or by the negligence or willful misconduct of PacifiCorp, its directors, officers, employees, agents or representatives.

12.2 PacifiCorp's Indemnity. PacifiCorp agrees to defend, indemnify and hold harmless Project Manager, its directors, officers, agents, and representatives against and from any and all claims resulting from, or arising out of or in any way connected with (i) PacifiCorp's receipt of Net Output under this Agreement after its delivery at the Point of Delivery; (ii) the violation of any law, rule, order or regulation by PacifiCorp, or their respective employees, or agents in connection with this Agreement; (iii) PacifiCorp's failure to perform any of PacifiCorp's obligations under this Agreement; (iv) PacifiCorp's breach of any representation or warranty set forth in this Agreement; or (v) PacifiCorp's negligence or willful misconduct in connection with this Agreement, except to the extent such claim is caused by Project Manager's breach of this Agreement or by the negligence or willful misconduct of Project Manager, its directors, officers, employees, agents or representatives.

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

12.4 Disclaimer of Consequential Damages. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES UNDER OR IN RESPECT OF THIS AGREEMENT, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

### **SECTION 13: TERMINATION**

13.1 Termination. A Party may terminate this Agreement in the event of a failure of the other Party to perform any material covenant or obligation set forth in this Agreement, if the failure is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party notice of the default; provided that if such default is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within a sixty (60) day cure period, the defaulting Party will have such additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure, if, prior to the end of the thirty (30) day cure period the defaulting Party provides the non-defaulting Party a remediation plan, the non-defaulting Party approves such remediation plan in its reasonable discretion, and the defaulting Party promptly commences and diligently pursues the remediation plan.

### **SECTION 14: GENERAL PROVISIONS**

14.1 Relationship of the Parties. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties. If Project Manager includes two or more parties, each such Party shall be jointly and severally liable for Project Manager's obligations under this Agreement.

14.2 No Third Party Beneficiaries. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement), it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

14.3 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement is subject to the jurisdiction of those governmental agencies and courts having control over either Party or this Agreement. Each Party hereby acknowledges that this Agreement and any dispute that arises under this Agreement is subject to the jurisdiction of the Oregon Public Utility Commission. If a dispute related to this Agreement arises between the Parties, the Parties' representatives shall first attempt to resolve the dispute informally through negotiation and consultation. If the Parties are unable to resolve their differences through such negotiation and consultation, any complaint, claim or action to resolve such dispute may be brought in a court or governmental agency with jurisdiction over the dispute.

14.4 Waiver of Jury Trial. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WITH ANY PROCEEDING IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED. THIS PARAGRAPH SURVIVES THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

14.5 Severability. If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of this Agreement shall remain in effect. If any terms are finally held or determined to be invalid, illegal or void, the Parties shall enter into negotiations, and seek guidance from the Program Administrator and Oregon Public Utility Commission as necessary, concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law, the intent of the Parties, and the Community Solar Program.

14.6 Effect of PURPA Repeal. The repeal of PURPA shall result in the early termination of this Agreement.

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

14.8 Survival. Notwithstanding termination of this Agreement, PacifiCorp and Project Manager shall continue to be bound by the provisions of this Agreement which by their terms or by their nature shall survive such completion or termination.

14.9 Entire Agreement; Amendments; Order of Precedence. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PacifiCorp's purchase of energy from the Facility. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by both Parties. If there is a conflict between the terms of this Agreement and the Program Implementation Manual or the terms of this Agreement and the rules for the Community Solar Program adopted by the Oregon Public Utility

Commission, the terms of this Program Implementation Manual and Oregon Public Utility Commission Community Solar Program rules, as applicable, shall apply and prevail.

14.10 Project Release. By executing this Agreement, Project Manager releases PacifiCorp from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

14.11 Rights and Remedies Cumulative. Except as expressly set forth in this Agreement, the rights and remedies of the Parties provided in this Agreement and otherwise available at law or in equity are cumulative, such that the exercise of one or more rights or remedies shall not constitute a waiver of any other rights or remedies.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

**PacifiCorp**

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

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

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

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

**Project Manager**

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

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

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

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

**EXHIBIT A**  
**DESCRIPTION OF PROJECT MANAGER'S FACILITY**

*[Project Manager to Complete]*

**Location of the Facility:** The Facility is to be constructed in the vicinity of [\_\_\_\_\_] in [\_\_\_\_\_] County, Oregon. The location is more particularly described as follows:

*[insert legal description of parcel]*

**Description of the Facility:** Project Manager's Facility consists of [\_\_\_\_\_] panels rated at [\_\_\_\_\_] watts DC and an expected annual degradation rate of [\_\_\_\_\_] % manufactured by [\_\_\_\_\_] (or equivalent), [\_\_\_\_\_] inverters manufactured by [\_\_\_\_\_] , and a [\_\_\_\_\_] racking system.

More specifically, each generator at the Facility is described as:

Manufacturer's Nameplate Data: [\_\_\_\_\_] KW DC, [\_\_\_\_\_] KW AC

Solar Panels

Manufacturer: [\_\_\_\_\_] or equivalent  
Model: [\_\_\_\_\_]   
Power rating (Watts DC @ STC): [\_\_\_\_\_]W  
Number of Modules: [\_\_\_\_\_]   
Number of Modules per string: [\_\_\_\_\_]

Inverters

Manufacturer: [\_\_\_\_\_] or equivalent  
Model: [\_\_\_\_\_]   
Inverter Rating (AC, kW): [\_\_\_\_\_]   
Number of Inverters: [\_\_\_\_\_]   
Inverter Efficiency at Full Power Rating (%): [\_\_\_\_\_] %  
Inverter Capacity for Site (AC, kW): [\_\_\_\_\_]   
Operation Voltage (Volts): [\_\_\_\_\_]   
Maximum System Design Voltage: [\_\_\_\_\_]   
Number of Phases: [\_\_\_\_\_]

Mounting

Groundmount or rooftop? [\_\_\_\_\_]   
Fixed tilt or Single-axis Tracking? [\_\_\_\_\_]   
Proposed Module orientation: [\_\_\_\_\_]

Tilt Angle (Degrees): [\_\_\_\_\_] ]  
Azimuth (Degrees): [\_\_\_\_\_] ]  
Pitch (Row Spacing) (Feet): [\_\_\_\_\_] ]  
Row Width (Feet): [\_\_\_\_\_] ]  
Row Length (Feet): [\_\_\_\_\_] ]  
Max/min rotation (if tracking) (Degrees): [+\_\_\_\_\_] / [-\_\_\_\_\_] ]  
Ground Coverage Ratio: [\_\_\_\_\_] %

PV Array Characteristics

Rated Output (kW): [\_\_\_\_\_] kW DC / [\_\_\_\_\_] kW AC  
Rated Output (kVA): [\_\_\_\_\_] kVA

Transformation

Number of Step-up transformers: [\_\_\_\_\_] ]  
Size of Step-up Transformers (kVA): [\_\_\_\_\_] ]  
Low Side voltage of Step-up transformer (volts): [\_\_\_\_\_] ]  
High Side voltage of Step up transformer (volts): [\_\_\_\_\_] ]

Total land required: [\_\_\_\_\_] acres

Power factor requirements

Rated Power Factor (PF) or reactive load (kVAR): PF= [\_\_\_\_\_] ]  
Leading: [\_\_\_\_\_] Lagging: [\_\_\_\_\_] ]

Project Manager's Estimate of Facility Annual Output Under Ideal (Maximum) or Worst (Minimum) Conditions

Maximum kW Output ("Maximum Facility Delivery Rate"): [\_\_\_\_\_] kW AC  
Maximum kVA Output: [\_\_\_\_\_] kVA  
Minimum kW Output: [\_\_\_\_\_] kW  
Estimated kW Output: [\_\_\_\_\_] kW AC  
Maximum Generator Interconnection Agreement Delivery Rate: [\_\_\_\_\_] kW  
[instantaneous]

Nameplate Capacity Rating: [\_\_\_\_\_] kW AC at 25° C

Estimated station service for lighting and other auxiliary energy requirements is estimated to be approximately [\_\_\_\_\_] kWh annually.

PV Panel output degradation factor: [\_\_\_\_\_] % per year.



**EXHIBIT B**

**POINT OF DELIVERY / PROJECT MANAGER'S INTERCONNECTION FACILITIES**

[Instructions to Project Manager:

1. Include description of point of metering, and Point of Delivery
2. Provide interconnection single line drawing of Facility including any transmission facilities on Project Manager's side of the Point of Delivery.]

**EXHIBIT C**  
**REQUIRED FACILITY DOCUMENTS**

[Reference QF certification]

[Reference Interconnection Agreement]

**EXHIBIT D**  
**ENERGY DELIVERY SCHEDULE**

<b>Month</b>	<b>Average Energy (kWh)</b>
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Project Manager to provide an estimate of the average monthly Net Output of the Facility, and explain the basis for the estimate.

**EXHIBIT E**  
**PROJECT MANAGER AUTHORIZATION TO RELEASE**  
**GENERATION DATA TO PACIFICORP**

*[Interconnection Customer Letterhead]*

[DATE]

Director, Transmission Services  
PacifiCorp  
825 NE Multnomah, Suite 1600  
Portland, OR 97232

To Whom it May Concern:

\_\_\_\_\_ (“Seller”) hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Seller's interconnection information with marketing function employees of PacifiCorp, including but not limited to those in Energy Supply Management. Seller acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

\_\_\_\_\_

## COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT

THIS COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT (“Agreement”) entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is between \_\_\_\_\_, "Project Manager" and \_\_\_\_\_, an Oregon corporation acting in its regulated utility capacity, “Company.” (Project Manager and Company are referred to individually as a “Party” or collectively as the “Parties”).

### RECITALS

- A. Project Manager intends to construct, own, operate and maintain a solar photovoltaic facility for the generation of electric power, including interconnection facilities, located in \_\_\_\_\_ [City, County, State] with a facility capacity rating of \_\_\_\_\_ - kilowatts (kW) as further described in Exhibit A and Exhibit B (“Facility”); and
- B. Project Manager intends to commence delivery of Net Output under this Agreement, for the purpose of start-up testing, on \_\_\_\_\_, 20\_\_\_\_ (“Scheduled Initial Delivery Date”); and
- C. Project Manager intends to operate the Facility as a Community Solar Program Project, commencing commercial operations on \_\_\_\_\_, 20\_\_\_\_ (“Scheduled Commercial Operation Date”).
- D. Project Manager estimates that the average annual Net Output to be delivered by the Facility to Company is \_\_\_\_\_ kilowatt-hours (kWh); and
- E. This Agreement is a Community Solar Program Purchase Agreement under the Oregon Community Solar Program implemented by the Oregon Public Utility Commission pursuant to ORS 757.386(2).

### AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

#### SECTION 1: DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

**Agreement** means this Community Solar Program Purchase Agreement.

**As-Available Rate** is the rate for purchase of a Program Project’s Unsubscribed Energy and is set forth in the Company’s Schedule 201.

**Certified Project** is a Community Solar Program Project that has been certified by the Oregon Public Utility Commission under OAR 860-088-0050 and in accordance with the Program Implementation Manual.

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

- Company has received a certificate from a Licensed Professional Engineer stating (a) the facility capacity rating of the Facility at the anticipated Commercial Operation Date; and (b) that the

Facility is able to generate electric power reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement;

(c) the Facility has completed start-up testing and commissioning; and (d) the Company has received written confirmation from the Company's business unit that administers the Generation Interconnection Agreement that, in accordance with the Generation Interconnection Agreement, all required interconnection facilities have been constructed, all required interconnection tests have been completed and the Facility is physically interconnected with Company's electric system.

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

**Energy** means the non-firm electric energy, expressed in kWh, generated by the Facility and delivered to the Company in accordance with the conditions of this Agreement.

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

**Licensed Professional Engineer** means a person acceptable to Company in its reasonable judgment who is licensed to practice engineering in the state of Oregon and is not an employee of Project Manager. Such Licensed Professional Engineer shall be licensed in an appropriate engineering discipline for the required certification being made.

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

**Net Output** means all energy produced by Facility, less Station Use and Losses, if any. For purposes of calculating payment under this Agreement, Net Output shall be the amount of energy flowing through the Point of Delivery less three percent (3%) for contingency reserves.

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

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

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

**Program Implementation Manual** means the manual of requirements applicable to the Project Manager, Company and Participants for the Community Solar Program adopted by the Oregon Public Utility Commission, as may be amended from time to time.

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

**Project Manager** is the entity having responsibility for managing the operation of a Program Project, including the Facility, and contracting with the electric company that procures electricity from the Program Project.

**Prudent Electrical Practices** means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electric Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable law. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediately preceding sentence.

**PURPA** means the Public Utility Regulatory Policies Act of 1978.

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

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

**Subscribed Energy** means the portions of the Energy generated by the Facility and delivered to the Point of Delivery for which the Project Manager has obtained a Participant and for which the Company must credit the Participant's electric bills.

**Unsubscribed Energy** means the portion of the Energy delivered to the Point of Delivery for which the Project Manager has no Participant and that is purchased by the Company at the As-Available Rate.

## **SECTION 2: TERM**

This Agreement shall become effective on \_\_\_\_\_ (“Effective Date”).

Except as otherwise provided herein, this Agreement shall terminate on \_\_\_\_\_.

## **SECTION 3: DELIVERY OF POWER AND COMPENSATION**

Commencing on the Commercial Operation Date, unless otherwise provided herein, Project Manager will transmit to the Company all Net Output and Company will accept all Net Output delivered to the Point of Delivery. Company is not obligated to purchase, receive, pay for, or pay any damages associated with, energy from the Facility not delivered to the Point of Delivery due to any of the following: (a) the Facility's interconnection is disconnected, suspended or interrupted, in whole or in part, consistent with the terms of the Generation Interconnection Agreement; (b) the general, non-discriminatory curtailment, reduction, or redispatch of generation in the area for any reason, even if such curtailment or redispatch directive is carried out by Company (but excluding curtailment of purchases for solely economic reasons unilaterally directed by Company); (c) the Facility's lack of integration or synchronization to the transmission system; or (d) a force majeure event.

## Portland General Electric Draft CSP PPA

Additionally, commencing on the Commercial Operation Date, Project Manager shall use commercially reasonable efforts to provide Company with a rolling seven-day generation forecast during the term of this Agreement.

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

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

For the portion of the monthly Net Output that is Unsubscribed Energy that is delivered to Company by Project Manager from the Facility at the Point of Delivery, Company will pay the Project Manager the Company’s As-Available Rate for such quantity of delivered Unsubscribed Energy.



#### SECTION 4: RENEWABLE ENERGY CREDITS

Company waives any claim to ownership of any Renewable Energy Certificates that are issued by the Western Renewable Energy Generation Information System associated with the Facility's Net Output.

#### SECTION 5: OPERATION AND CONTROL

**Program Implementation Manual.** Both Parties shall comply with the requirements set forth in the Program Implementation Manual. Failure to comply with such Program Implementation Manual requirements shall be considered a material breach of this Agreement.

**Certification.** Project Manager shall maintain the Facility as a Certified Project at all times during the term of this Agreement. Failure to maintain the Facility as a Certified Project shall be considered a material breach of this Agreement.

**Qualifying Facility.** Project Manager shall maintain the Facility as a Qualifying Facility at all times during the term of this Agreement. Failure to maintain the Facility as a Qualifying Facility shall be considered a material breach of this Agreement.

**As-Built Supplement.** Upon completion of initial construction of the Facility, and upon any subsequent material modification of the Facility, Project Manager shall provide Company an as-built supplement to specify the actual Facility as built.

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

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

**Scheduled Outages.** Project Manager may cease operation of the entire Facility or individual units for maintenance or other purposes. Project Manager must exercise reasonable efforts to notify Company of planned outages at least ninety (90) days prior. Additionally, Project Manager must use commercially reasonable efforts to not plan outages during the months of December, January, February, July, August and September.

**Unplanned Outages.** In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Facility capacity rating expected to last more than 48 hours, Project Manager must promptly notify Company of the unscheduled outage or curtailment, the time when such occurred or will occur, and the anticipated duration.

## **SECTION 6: METERING**

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

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

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

## **SECTION 7: INSURANCE**

Prior to connection of the Facility to Company's electric system, Project Manager shall secure and continuously carry insurance in compliance with the requirements of this Section. Project Manager shall provide Company insurance certificate(s) confirming Project Manager's compliance with the insurance requirements hereunder. If requested by Company, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to Company.

Without limiting any liabilities or any other obligations of Project Manager under this Agreement, Project Manager shall secure and continuously carry with an insurance company or companies rated not lower than "A-/VII" by the A.M. Best Company commercial general liability insurance to include premises and operations, contractual liability, with a minimum single limit of \$1,000,000 each occurrence to protect against and from loss by reason of injury to persons or damage to property based upon and arising out of the activity under this Agreement.

The commercial general liability policy required herein shall include (a) provisions or endorsements naming Company, its board of directors, officers and employees as additional insureds, and (b) cross liability coverage so that the insurance applies separately to each insured against whom claim is made or suit is brought, even in instances where one insured claims against or sues another insured. In addition, unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against Company.

The commercial general liability policy required herein shall include provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder, and provisions that such policies shall not be canceled or their limits of liability reduced without (a) ten (10) days prior written notice to Company if canceled for nonpayment of premium, or (b) thirty (30) days prior written notice to Company if canceled for any other reason.

Commercial general liability coverage written on a “claims-made” basis, if any, shall be specifically identified on the certificate, and Project Manager shall be maintained by Project Manager for a minimum period of five (5) years after the completion of this Agreement and for such other length of time necessary to cover liabilities arising out of the activities under this Agreement.

#### SECTION 8: COMPUTATIONS

No later than the second business day of each month, Company will transfer to the Program Administrator the data related to the amount of Net Output delivered to Company from the Facility for the month, measured in kWh.

#### SECTION 9: COMPENSATION

**Payment for Unsubscribed Energy.** No later than the 20<sup>th</sup> day of the month or ten (10) days after receiving kWh data from Program Administrator regarding the prior month’s Subscribed Energy amount and Unsubscribed Energy amount, whichever occurs later, Company will send to Program Administrator payment for Project Manager deliveries of Unsubscribed Energy to Company, together with computations supporting such payment. Company may offset any such payment to reflect amounts owing from Project Manager to Company pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties.

**Corrections.** Company may adjust any payment made under this Agreement for Unsubscribed Energy or Subscribed Energy up to eighteen months following the date of original payment.

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

**Payment for Subscribed Energy.** Company will credit the electric bills of Participants for their proportionate shares of Subscribed Energy in accordance with the Program Implementation Manual and data provided by Program Administrator.

**Taxes.** Project Manager must pay or cause to be paid when due, or reimburse Company for, all existing and any new sales, use, excise, severance, ad valorem, and any other similar taxes, imposed or levied by any governmental authority on the energy, Net Output or any other attributes of the Facility up to and including, but not beyond, the Point of Delivery, regardless of whether such taxes are imposed on Company or Project Manager under applicable law. Company must pay or cause to be paid when due all such taxes imposed or levied by any governmental authority on the Net Output beyond the Point of Delivery, regardless of whether such taxes are imposed on Company or Project Manager under applicable law. In the event any taxes are imposed on a Party for which the other Party is responsible hereunder, the Party on which the taxes are imposed must promptly provide the other Party notice thereof and such other information as such Party may reasonably request with respect to any such taxes. Company and Project Manager agree that all Net Output being purchased under this Agreement by Company is for resale.

**Offset.** Company may offset any payment due to the Project Manager by amounts owing from the Project Manager pursuant to this Agreement and any other agreement between the Parties related to the Facility.

**SECTION 10: SUCCESSORS AND ASSIGNS**

Neither Party may assign this Agreement without the consent of the other Party, which shall not be unreasonably withheld. This Agreement and all of the terms shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

**SECTION 11: NOTICES**

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

If to Company:

\_\_\_\_\_  
\_\_\_\_\_

If to Project Manager:

\_\_\_\_\_  
\_\_\_\_\_

**SECTION 12: INDEMNIFICATION AND LIABILITY**

**Project Manager's Indemnity.** Project Manager agrees to defend, indemnify and hold harmless Company, its directors, officers, employees, agents, and representatives against and from any and all claims resulting from, or arising out of or in any way connected with (i) Project Manager's performance hereunder, including the delivery of energy to and at the Point of Delivery; (ii) Project Manager's development, construction, ownership, operation, maintenance, or decommissioning of the Facility; (iii) the violation of any law, rule, order or regulation by Project Manager or any of its affiliates, or their respective employees, contractors or agents in connection with this Agreement; (iv) Project Manager's failure to perform any of Project Manager's obligations under this Agreement or the Required Facility Documents; (v) Project Manager's breach of any representation or warranty set forth in this Agreement; or (vi) Project Manager's negligence or willful misconduct in connection with this Agreement, except to the extent such claim is caused by breach of this Agreement or by the negligence or willful misconduct of Company, its directors, officers, employees, agents or representatives.

**Company's Indemnity.** Company agrees to defend, indemnify and hold harmless Project Manager, its directors, officers, agents, and representatives against and from any and all claims resulting from, or arising out of or in any way connected with (i) Company's receipt of Net Output under this Agreement after its delivery at the Point of Delivery; (ii) the violation of any law, rule, order or regulation by Company or any of its affiliates, or their respective employees, or agents in connection with this Agreement; (iii) Company's failure to perform any of Company's obligations under this Agreement; (iv) Company's breach of any representation or warranty set forth in this Agreement; or (v) Company's negligence or willful misconduct in connection with this Agreement, except to the extent such claim is caused by Project Manager's breach of this Agreement or by the negligence or willful misconduct of Project Manager, its directors, officers, employees, agents or representatives.

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

**Disclaimer of Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES UNDER OR IN RESPECT OF THIS AGREEMENT, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

### SECTION 13: TERMINATION

A Party may terminate this Agreement in the event of a failure of the other Party to perform any material covenant or obligation set forth in this Agreement, if the failure is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party notice of the default; provided that if such default is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within a sixty (60) day cure period, the defaulting Party will have such additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure, if, prior to the end of the thirty (30) day cure period the defaulting Party provides the non-defaulting Party a remediation plan, the non-defaulting Party approves such remediation plan in its reasonable discretion, and the defaulting Party promptly commences and diligently pursues the remediation plan.

### SECTION 14: GENERAL PROVISIONS

**Relationship of the Parties.** Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties. If Project Manager includes two or more parties, each such Party shall be jointly and severally liable for Project Manager's obligations under this Agreement.

**No Third Party Beneficiaries.** This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement), it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

**Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement is subject to the jurisdiction of those governmental agencies and courts having control over either Party or this Agreement. The Company's compliance with the terms of this contract is conditioned on Project Manager submitting to the public utility and to the Public Utility Commission of Oregon, before the date of initial operation, certified copies of all local, state, and federal licenses, permits, and other approvals required by law. Each Party hereby acknowledges that this Agreement and any dispute that arises under this Agreement is subject to the jurisdiction of the Oregon Public Utility Commission. If a dispute related to this Agreement arises between the Parties, the Parties' representatives shall first attempt to resolve the dispute informally through negotiation and consultation. If the Parties are unable to resolve their differences through such negotiation and consultation, any complaint, claim or action to resolve such dispute may be brought in a court or governmental agency with jurisdiction over the dispute.

**Severability.** If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of this Agreement shall remain in effect. If any terms are finally held or determined to be invalid, illegal or void, the Parties shall enter into negotiations, and seek guidance from the Program Administrator and the Oregon Public Utility Commission as necessary, concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the Parties, and the Community Solar Program.

**Effect of PURPA Repeal.** The repeal of PURPA shall result in the early termination of this Agreement.

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

**Survival.** Notwithstanding termination of this Agreement, Company and Project Manager shall continue to be bound by the provisions of this Agreement which by their terms or by their nature shall survive such completion or termination.

**Entire Agreement; Amendments; Order of Precedence.** This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding Company's purchase of energy from the Facility. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by both Parties. If there is a conflict between the terms of this Agreement and the Program Implementation Manual or the terms of this Agreement and the rules for the Community Solar Program adopted by the Oregon Public Utility Commission, the terms of the Program Implementation Manual and the Oregon Public Utility Commission Community Solar Program rules, as applicable, shall apply and prevail.

**Project Release.** By executing this Agreement, Project Manager releases Company from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

**Rights and Remedies Cumulative.** Except as expressly set forth in this Agreement, the rights and remedies of the Parties provided in this Agreement and otherwise available at law or in equity are cumulative, such that the exercise of one or more rights or remedies shall not constitute a waiver of any other rights or remedies.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

**Portland General Electric Company**

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

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

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

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

**Project Manager**

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

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

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

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



## COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT

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

### RECITALS

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

### AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

#### SECTION 1: DEFINITIONS

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Project Manager** is the entity having responsibility for managing the operation of a Project and contracting with the electric company that procures electricity from the Project.

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

**PURPA** means the Public Utility Regulatory Policies Act of 1978.

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

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

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

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

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

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

## SECTION 2: TERM

This Agreement shall become effective after execution by both Parties ("Effective Date").

Except as otherwise provided herein, this Agreement shall terminate on \_\_\_\_\_.

### **SECTION 3: DELIVERY OF POWER AND COMPENSATION**

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

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

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

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

### **SECTION 4: ENVIRONMENTAL ATTRIBUTES**

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

### **SECTION 5: OPERATION AND CONTROL**

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

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

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

responsible for any liability or occurrence arising from the operation and maintenance by Project of the Facility.

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

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

## SECTION 6: METERING

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

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

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

## SECTION 7: COMPUTATIONS

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

## SECTION 8: COMPENSATION

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

payment. Company may offset any such payment to reflect amounts owing from Project to Company pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties.

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

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

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

## **SECTION 9: SUCCESSORS AND ASSIGNS**

This Agreement and all of the terms shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment shall be either Party shall become effective without written notice to the other Party.

## **SECTION 10: NOTICES**

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

## **SECTION 11: TERMINATION**

This Agreement shall terminate at any time the Project is no longer certified as a Project in the Oregon Community Solar Program pursuant to ORS 757.386(2), or by mutual agreement of the Parties.

## **SECTION 12: INDEMNIFICATION**

Indemnification - Each Party shall agree to hold harmless and to indemnify the other Party, its officers, agents, affiliates, subsidiaries, parent company and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying Party's, (a) construction, ownership, operation or maintenance of, or by failure of, any of such Party's works or facilities used in connection with this Agreement, or (b) negligent or intentional acts, errors or omissions. The indemnifying Party shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity.

The indemnifying Party shall pay all documented costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

### **SECTION 13: INSURANCE**

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

Insurance Requirements:

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

### **SECTION 14: OTHER CHARGES**

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

The Project shall pay the Company for all costs of Interconnection Facilities as provided for in Section B of Oregon tariff Schedule XX. In addition to the charges provided under Section B, Project shall pay the Company the monthly Operation & Maintenance Charge of 0.4% on the investment by the Company in Interconnection Facilities. As such investment changes, the monthly Operation & Maintenance Charge will be adjusted to correspond the revised investment.

### **SECTION 15: ENTIRE AGREEMENT**

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

**Idaho Power Company Draft CSP PPA**

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

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