ORIGINAL SHEET NO. 100-1

SCHEDULE 100

OREGON COMMUNITY SOLAR INTERCONNECTION AND POWER PURCHASE AGREEMENT

AVAILABILITY

Service under this schedule is available throughout the Company's service territory within the State of Oregon.

DEFINITIONS

<u>As-Available Rate</u> is the rate for purchase of a Project's Unsubscribed Energy and is eighty five percent (85%) of the monthly Avoided Energy Cost.

Avoided Energy Cost is eighty-two and four tenths percent (82.4%) of the monthly arithmetic average of each day's Intercontinental Exchange ("ICE") daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day's index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

.824 * (
$$\sum$$
 {(ICE Mid-C Peak Avg_x * HL hours for day) + X=1

(ICE Mid-C Off-Peak Avg_x * LL hours for day)} / (n*24))

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

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

<u>Community Solar Program</u> 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.

<u>Energy</u> 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.

Filing Center

MAY 14 2020

ORIGINAL SHEET NO. 100-2

SCHEDULE 100

OREGON COMMUNITY SOLAR INTERCONNECTION AND POWER PURCHASE AGREEMENT (Continued)

DEFINITIONS (Continued)

<u>Losses</u> 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.

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

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

<u>Prudent Electrical Practices</u> 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.

<u>Project</u> 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.

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

PURPA means the Public Utility Regulatory Policies Act of 1978.

<u>Point of Delivery</u> is the location where the Company's and Project's electrical facilities are interconnected as defined in the Generator Interconnection Agreement with the Company.

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.

<u>Standby Power</u> 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.

<u>Station Use</u> 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.

<u>Subscribed Energy</u> means the portion of the Energy 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 Owner's electric bills.

<u>Supplementary Power</u> 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.

<u>Unsubscribed Power</u> 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.

Issued by IDAHO POWER COMPANY
By Timothy E. Tatum, Vice President, Regulatory Affairs
1221 West Idaho Street, Boise, Idaho

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ORIGINAL SHEET NO. 100-3

SCHEDULE 100

OREGON COMMUNITY SOLAR INTERCONNECTION AND POWER PURCHASE AGREEMENT (Continued)

PART A: COMMUNITY SOLAR PROGRAM PURCHASE AGREEMENT BETWEEN COMPANY AND PROJECT

APPLICABILITY

To a Community Solar Project, as defined in OAR 860-088-0010, that:

- 1. Located within the Company's Oregon service territory;
- 2. Is a qualifying Community Solar Project (CSP) as that term is defined in Oregon Laws 2016, chapter 28, section 22(1)(a) and meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088; and
- 3. Certified as a Qualifying Facility under PURPA.

Upon request by a Project, the Company will enter into an Agreement of up to 20 years for the procurement and purchase of Energy from the Project under and with the following conditions:

CONTRACTING PROCESS

- 1. To obtain an Agreement, the Project must notify the Company of its intent to enter into an Agreement and provide the Company, in writing, with the general project information listed in this schedule.
- 2. Upon receipt of complete Project information, the Company must provide a draft Agreement to the Project within 15 calendar days.

CONTRACT TERMS

- 1. The Company shall accept all Energy from a Certified Project located within its service territory that is directly interconnected to the Company.
- 2. The Company shall meter all Energy from a Certified Project at the Point of Delivery. Once Commercial Operation is achieved, not later than the second business day of each month of Project Operation, the Company shall report to the Program Administrator the amount of Energy received at the Point of Delivery for the preceding month, in kWh.
- 3. The Company shall compensate the Certified Project monthly for each kWh of Energy accepted at the Point of Delivery as follows:
 - a. For Subscribed Energy, the Company will provide a bill credit to each Participant to compensate them for their monthly share of the Subscribed Energy at the bill credit rate determined by the Commission. Each Participant's monthly share will be determined by the Program Administrator.
 - b. For the Subscribed Energy that exceeds a Participant's annual consumption, the Company will donate the excess Subscribed Energy to its Low-Income Bill Assistance Program by crediting the Assistance Program with the dollar value of the excess Energy at the Company's As-Available Rate. The Program Administrator will determine for each Participant whether the Participant's share of the Energy exceeds the Participant's annual usage and if so, the amount of the excess.

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By Timothy E. Tatum, Vice President, Regulatory Affairs
1221 West Idaho Street, Boise, Idaho

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CANCELS ORIGINAL SHEET NO. 100-4

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SCHEDULE 100

OREGON COMMUNITY SOLAR INTERCONNECTION AND POWER PURCHASE AGREEMENT (Continued)

CONTRACT TERMS (Continued)

- C. For Unsubscribed Energy, after receipt of an invoice from the Program Administrator, the Company will submit payment to the Program Administrator for each kWh of Unsubscribed Energy at the Company's As-Available Rate. The Program Administrator will determine which portion of Energy delivered to the Company for each month is Unsubscribed Energy.
- d. For any Energy delivered to the Company prior to the Project being deemed a Certified Project, including Energy delivered during facility testing, after receipt of an invoice from the Program Administrator, the Company shall pay for each kWh at the Company's As-Available Rate.
- 4. The Project shall never deliver or attempt to deliver energy to the Company's system when the Company system serving the Project is de-energized for any reason.
- 5. The Seller and the Company shall each indemnify the other, their respective officers, agents, and employees against all loss, damage, expense, and liability to third persons for injury to or death of persons or injury to property, proximately caused by the indemnifying party's construction, ownership, operation or maintenance of, or by failure of, any of such party's works or facilities used in connection with purchases under this schedule. 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 costs that may be incurred by the other party in enforcing this indemnity.
- The Company shall offer to provide Standby Power and Supplementary Power to the Seller. Charges for 5. Supplementary and Standby Power will be in accordance with the Company's Schedule 7 as that schedule is modified from time to time by the Commission.
- 6. The Seller shall maintain voltage levels acceptable to the Company.
- 7. The Company shall not be obligated to accept, and the Company may require the Seller to curtail, interrupt or reduce deliveries of Energy if the Company, consistent with Prudent Electrical Practices, determines that curtailment, interruption or reduction is necessary because of line construction or maintenance requirements, emergencies, or other critical conditions on its system.
- 8. The Company and the Project shall maintain appropriate operating communications through the Designated Dispatch Facility.
- 9. The Seller shall secure and continuously carry general liability insurance coverage for both bodily injury and property damage in the amount of not less than \$1,000,000 each occurrence, combined single limit, listing Idaho Power Company as Additional Insured and with a Waiver of Subrogation endorsement.
- 10. The Project shall grant to the Company all necessary rights of way and easements to install, operate, maintain, replace and remove the Company's metering and other Interconnection Facilities including adequate and continuing access rights to the property of the Project. The Project warrants that it has procured sufficient easements and rights of way from third parties as are necessary to provide the Company with the access described above. The Project shall execute such other grants, deeds, or documents as the Company may require to enable it to record such rights of way and easements.

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SCHEDULE 100

OREGON COMMUNITY SOLAR INTERCONNECTION AND POWER PURCHASE AGREEMENT (Continued)

CONTRACT TERMS (Continued)

- 11. Depending on the size and location of the Project, it may be necessary for the Company to establish additional requirements for operation of the Project. These requirements may include, but are not limited to, voltage, reactive, communications or operating requirements.
- (M) (M)
- 12. The length of the contract can be a term of up to twenty years, and is at the Project's discretion.
- 13. The Project shall pay the Company the current Integration Charge from the Company's Oregon Schedule 85 based on the total Nameplate Capacity of the Project and the total Nameplate Capacity of solar under contract with the Company.
- 14. The Project shall pay the Company for all costs of Interconnection Facilities as provided for in Section B of this Schedule.

PART B: INTERCONNECTION PROCESS AND SERVICE

APPLICABILITY

To a Community Solar Project, as defined in OAR 860-088-0010, that:

- 1. Located within the Company's Oregon Service Territory;
- 2. Is a qualifying Community Solar Project (CSP) as that term is defined in Oregon Laws 2016, chapter 28, section 22(1)(a) and meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088;
- 3. Together with all other interconnected and requested generation in the local area, is less than 100 percent of minimum daytime load (MDL), as determined by the Company. If a measure of MDL is not available for the feeder, Company will use 30 percent of summer peak load; and
- 4. Submits a valid Application for CSP Interconnection Tier 2 or Tier 4 Interconnection (CSP Interconnection Application).

SPECIAL CONDITIONS

- Interconnection of the CSPs will be limited to Energy Resource Interconnection Service only. The Company will designate each CSP a Network Resource. If designating the CSP a Network Resource identifies additional network upgrades beyond those identified in the Energy Resource Interconnection Service study process, then the Company will make a subsequent filing with the Commission regarding allocation of the additional network upgrade costs.
- 2. Eligible CSPs will be processed and studied within the traditional serial queue, unless doing so results in an unreasonable delay to the study timelines beyond those set forth in OAR 860, Division 082. For tracking purposes, the Company will maintain a separate CSP queue.

FIRST REVISED SHEET NO. 100-6

P.U.C. ORE. NO. E-27

Received **CANCELS** Filing Center ORIGINAL SHEET NO. 100-6 NOV 20 2020

SCHEDULE 100

OREGON COMMUNITY SOLAR INTERCONNECTION AND POWER PURCHASE AGREEMENT (Continued)

SPECIAL CONDITIONS (Continued)

- 3 The Company will process all CSP Interconnection Applications in the order received. Requests for CSP interconnection will be assigned queue positions in the traditional serial queue in the order in which the request, and all associated requirements, are received. CSP projects will not be assigned a separate queue position in the CSP queue.
- (M) (M)
- 4. If an applicant for CSP interconnection has two CSPs eligible for interconnection, it can request the projects to be studied jointly if the CSP Interconnection Applications are submitted within 7 calendar days of each other.
- 5. The Company may conduct a joint study for two or more CSP Projects that request interconnection to the same distribution circuit, so long as the CSP Projects submit CSP Interconnection Applications within seven (7) calendar days of each other and each request a joint study. Such CSP Projects shall share in the costs for CSP interconnection study.
- 6. CSP Projects that have a Generator Step-Up 1000 kVA or smaller may qualify to utilize low-voltage Current Transformers (CT) metering in place of primary metering.
- 7. The CSP Interconnection Application is set forth in Exhibit A to this Schedule.
- 8. The Feasibility Study Agreement for CSP Projects is set forth in Exhibit B to this Schedule.
- 9. The System Impact Study Agreement for CSP Projects is set forth in Exhibit C to this Schedule.
- 10. The Facilities Study Agreement for CSP Projects is set forth in Exhibit D to this Schedule.
- 11. The CSP Project Interconnection Agreement is set forth in Exhibit E to this Schedule.

December 30, 2020