FIRST REVISED SHEET NO. 60-1

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

**CANCELS** ORIGINAL SHEET NO. 60-1

RECEIVED JUN 2 2 2010 PUC Utility Program

(C)

## SCHEDULE 60 OFF-GRID SOLAR PHOTOVOLTAIC SERVICE

#### <u>AVAILABILITY</u>

Service under this schedule is available to Customers who have entered into a Uniform Solar Photovoltaic Service Agreement with the Company. New service under this schedule will not be available after November 15, 1996.

#### **DEFINITIONS**

Photovoltaic System is the solar photovoltaic module(s), the module mounting structure, the control structure, the control equipment, any necessary wiring, any batteries and/or back-up generator, if required, and any other equipment necessary to provide service under this schedule. The Company shall have sole ownership of the Photovoltaic System during the term of the Uniform Solar Photovoltaic Service Agreement.

Point of Service is the point where the Customer's electric system is connected to the Photovoltaic System.

Total Installed Cost is the estimated total cost for the installation of, or modification to, the Photovoltaic System including but not limited to the Company's investment in facilities, labor, material and supplies, and overheads.

Net Installed Cost is the Total Installed Cost less the Initial Fee.

Customer Site is the installation site and facilities as determined by the Company which are necessary for the installation of the Photovoltaic System. The Customer Site facilities are not included as part of the Photovoltaic System unless specifically stated by the Company and included in the Solar Photovoltaic Facilities Investment

Salvage Value is the market value of the photovoltaic facilities at the time they are removed from the Customer's premises.

Facility Termination Charge is the Total Installed Cost of the Photovoltaic System less the sum of 80 percent of the accumulated depreciation and 60 percent of the Salvage Value of the facilities removed plus the removal cost. In no event will the Facility Termination Charge be less than the removal cost.

#### **ELIGIBILITY**

Requests for service under this schedule which have a Total Installed Cost of no more than \$50,000, which are located in areas reasonably accessible by standard utility vehicles, and which are cost effective alternatives are eligible for service under this schedule. In determining eligibility under this schedule, the Company will consider the remoteness, accessibility, load size, load profile, solar resource, and solar impediments of the requested site as well as the suitability of the Customer Site. Requests which have special access requirements may be granted at the discretion of the Company provided that reasonable alternative access provisions are met and/or the Company is compensated for its special access related costs. Any special access provisions will be included in an addendum to the Uniform Solar Photovoltaic Service Agreement. The Company has the sole right to ultimately determine eligibility under this schedule.

FIRST REVISED SHEET NO. 60-2

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

**CANCELS** ORIGINAL SHEET NO. 60-2

SCHEDULE 60

OFF-GRID SOLAR PHOTOVOLTAIC SERVICE (Continued)

RECEIVED JUN 2 2 2010 PUC Utility Program

**INITIAL FEE** 

An Initial Fee equal to 5 percent of the Total Installed Cost of the Photovoltaic System is required from the Customer at the time the Uniform Solar Photovoltaic Service Agreement is executed. If a modification to the Photovoltaic System which increases the Total Installed Cost is requested subsequent to the time the Uniform Solar Photovoltaic Service Agreement is executed, an additional Initial Fee equal to 5 percent of the Total Installed Cost of the modification will be required prior to the installation of such modification to the Photovoltaic System. The Initial Fee is non-refundable unless the Company determines that it will not install the Photovoltaic System.

## SERVICES PROVIDED

The Photovoltaic System will be specified by the Company based upon the service requirements requested by the Customer. Upon determination by the Company that the Customer is eligible for service under this schedule, and upon receipt from the Customer of the Initial Fee, the Company will proceed with the installation plans for the Photovoltaic System.

All repair and maintenance of the Photovoltaic System will be provided by the Company. Prudent utility practices will be followed for all necessary repair or maintenance. The Company will use its best effort to provide the Customer a minimum of 24 hours notice prior to performing preventative maintenance.

The Customer is responsible for providing the Customer Site and the connections from the Point of Service to the Customer's facilities, and for permitting the Company appropriate access to the Photovoltaic System. The Customer Site and Customer connections must be approved by the Company and must meet all State and Local Codes. The Company may, at its sole discretion, install and/or own Customer Site facilities and include the cost of such facilities in the Total Installed Cost.

If a back-up generator is included with the Photovoltaic System, the Customer is responsible for providing, at the Customer's expense, the fuel required for the operation of such generator.

#### SERVICE LIMITATIONS

Electric service under this schedule is limited to that provided by the Photovoltaic System. The Company is under no obligation to provide Electric Service to the Customer at any time by means of the Company's transmission or distribution system.

#### **CUSTOMER NON-COMPLIANCE**

Any use by the Customer of the Photovoltaic System not in compliance with the design specifications for such system or not in compliance with the provisions of this schedule may result in the removal by the Company of the Photovoltaic System. The Company reserves the right to remove the Photovoltaic System if the Company determines that the continued use of the facilities by the Customer poses a threat of injury or damage to persons or property. Non-payment of the monthly charges under this schedule may also result in the removal by the Company of the Photovoltaic System.

In the event the Company removes the Photovoltaic System under the provisions of this section, the Customer will be obligated to pay to the Company the Facility Termination Charge.

Advice No. 10-11

(C)

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

FIRST REVISED SHEET NO. 60-3 **CANCELS** 

ORIGINAL SHEET NO. 60-3

RECEIVED JUN 2 2 2010 PUC Utility Program

(C)

## SCHEDULE 60 OFF-GRID SOLAR PHOTOVOLTAIC SERVICE (Continued)

## SOLAR PHOTOVOLTAIC FACILITIES INVESTMENT REPORT

The Total Installed Cost of the Photovoltaic System will be set forth in a Solar Photovoltaic Facilities Investment Report provided to the Customer. The monthly charge for service under this schedule is based on the Total Installed Cost, less the Initial Fee, as reflected on this Report. When the actual book cost of the installed Photovoltaic System has been determined by the Company, the Total Installed Cost will be adjusted to reflect the actual cost and the corresponding monthly charge will be reduced if the actual cost is more than 10 percent less than the Total Installed Cost included on the Report. In no event will the monthly charge be increased if the actual cost is greater than the Total Installed Cost.

#### PHOTOVOLTAIC SYSTEM MODIFICATIONS

If the Photovoltaic System is modified in order to provide for changes in the Customer's service requirements, the Solar Photovoltaic Facilities Investment Report and the corresponding monthly charge for service will be adjusted to reflect the modification.

Additions. If the Customer requests a modification to the Photovoltaic System, the Customer will be required to pay an additional Initial Fee equal to 5 percent of the Total Installed Cost of the modification prior to the installation of the modification.

Removals. If the Customer requests a portion of the Photovoltaic System be removed, the Customer shall pay to the Company the Facility Termination Charge for that portion of the Photovoltaic System removed. If the Customer requests the Photovoltaic System in its entirety be removed, the provisions of the Agreement Termination section below will apply.

#### AGREEMENT TERMINATION

Customer Termination. If the Customer cancels the Uniform Solar Photovoltaic Service Agreement at the end of any of the five year terms of the Agreement, the Customer shall have the option of either 1) purchasing the Photovoltaic System at the Company's Total Installed Cost less accumulated depreciation, or 2) requesting the Company remove the Photovoltaic System and paying to the Company the cost of removing the facilities. If the Customer cancels the Uniform Solar Photovoltaic Service Agreement during the term of the Agreement, the Customer shall pay to the Company the Facility Termination Charge.

Company Termination. If the Company cancels the Uniform Solar Photovoltaic Service Agreement at any time and for any reason other than Customer Non-Compliance, the Company shall offer the Customer the option of either: (1) purchasing the Photovoltaic System at the Company's Total Installed Cost less accumulated depreciation, or (2) requesting the Company remove the Photovoltaic System at no cost to the Customer.

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

FIRST REVISED SHEET NO. 60-4 **CANCELS** ORIGINAL SHEET NO. 60-4

SCHEDULE 60

OFF-GRID SOLAR PHOTOVOLTAIC SERVICE (Continued)

JUN 2 2 2010

PUC Utility Program

(C)

RECEIVED

**CHARGES** 

The monthly charge for service under this schedule is 1.6 percent times the Net Installed Cost of the Photovoltaic System as set forth on the Solar Photovoltaic Facilities Investment Report.

Back-up Generator Maintenance Charge. If the hours of usage of a back-up generator included with the Photovoltaic System exceeds the number of hours of usage specified in the design specifications by 20 percent or more on an annual basis, the Customer will be responsible for paying the additional maintenance costs incurred by the Company as a result of such overuse. The Company will notify the Customer in writing of any observed overuse of the back-up generator.

#### PAYMENT

The monthly bill rendered for service provided hereunder is payable upon receipt, and becomes past due 15 days from the date on which rendered.

FIRST REVISED SHEET NO. 60-5

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

**CANCELS** ORIGINAL SHEET NO. 60-5

SCHEDULE 60

OFF-GRID SOLAR PHOTOVOLTAIC SERVICE

JUN 2 2 2010

RECEIVED

PUC Utility Program

(C)

# (Continued) IDAHO POWER COMPANY Uniform Solar Photovoltaic

Service Agreement

DISTRICT		/	ACCOUNT NO				
THIS A	THIS AGREEMENT Made this		day of	, 20	, between , whose billing address		
	ed Cust	tomer, and IDAHO	POWER COMPANY, inafter called Compa	A corporation with			
T WON	HEREF	ORE, The parties a	gree as follows:				
1.	Company will provide solar photovoltaic service for Customer's facilities located at or near, State of						
_	Oregon.						
2.	Customer will:						
·	a.	Make an Initial Fe Agreement is exec	e payment to the Co cuted.	mpany of \$	at t	he time this	
	b.	necessary for the Company, and the	llation site and facili installation of the Pho ie right of the Com ght of ingress and eg	otovoltaic System a pany for appropria	nd which are accer ate access to the	otable to the	
3.	This Agreement will not become binding upon the parties until signed by both parties.						
4.	The initial date of service under this Agreement is subject to the Company's ability to obtain the required labor, materials, and equipment, a satisfactory site, and satisfactory access to the Photovoltaic System on the Customer's property, and to comply with governmental regulations.						
5.	The term of this Agreement will be for five years from and after the Initial Service Date thereof, and will automatically renew for an additional five years each five years thereafter unless canceled by either party. This Agreement may be canceled 1) by either party after any of the five year terms provided written notice of termination is given to the other not less than three months prior to the end of the five year term, or 2) at any time provided both parties agree in writing to the cancellation. In the event the Company's Schedule 60 is terminated during the term of this Agreement, this Agreement will automatically be canceled and the Customer will have the option to purchase the Photovoltaic System at the Company's depreciated book value.						
6.	This Agreement will be binding upon the respective successors and assigns of the Customer and the Company, provided however, that no assignment by the Customer will be effective without the Company's prior written consent. The Company's consent will not be unreasonably withheld.						

FIRST REVISED SHEET NO. 60-6 **CANCELS** 

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

ORIGINAL SHEET NO. 60-6

JUN 2 2 2010

RECEIVED

PUC Utility Program

(C)

## SCHEDULE 60 OFF-GRID SOLAR PHOTOVOLTAIC SERVICE (Continued)

IDAHO POWER COMPANY Uniform Solar Photovoltaic Service Agreement (Continued)

- This Agreement is subject to valid laws and to the regulatory authority and orders, rules and 7. regulations of the Oregon Public Utility Commission as now or may be hereafter modified and approved by the Oregon Public Utility Commission.
- The Company's Schedule 60, as well as Idaho Power Company's General Rules and 8. Regulations, any revisions to Schedule 60 or to the General Rules and Regulations, and/or any successor schedule or rules, are to be considered as part of this Agreement.
- The Company will not be held responsible or liable for any loss, damage, or injury caused to its 9. Customer or any other persons by the interruption, suspension, or fluctuation in service provided by the Photovoltaic System.
- The Customer will agree to protect, defend, and indemnify Idaho Power Company from and 10. against any costs, damages, or claims arising in any way from any injury to persons or damage to property resulting from the installation and/or operation of the Photovoltaic System upon Customer's property, providing such injury to persons or damage to property is not due to the sole negligence of Idaho Power Company.
- In any action at law or equity commenced under this Agreement and upon which judgment is 11. rendered, the prevailing party, as part of such judgment, will be entitled to recover all costs, including reasonable attorneys fees, incurred on account of such action.

Date	, 20
Initial Service Date	

(APPROPRIATE SIGNATURES)