

BEFORE THE

IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-00-12

IDAHO POWER COMPANY

EXHIBIT NO. 103

G. SAID

NOV 4 - '97

NOV 28 '97

RULE H  
NEW SERVICE ATTACHMENTS AND  
DISTRIBUTION LINE INSTALLATIONS  
OR ALTERATIONS

*Theresa J. Stalens* SECRETARY

This rule applies to requests for electric service under Schedules 1, 7, 9, 19, 24, 45, and 46 that require the installation, alteration, relocation, removal, or attachment of Company-owned distribution facilities. New construction beyond the Point of Delivery for Schedule 9 or Schedule 19 is subject to the provisions for facilities charges under those schedules. This rule does not apply to transmission or substation facilities, or to requests for electric service that are of a speculative nature.

I. DEFINITIONS

Additional Applicant is a person or entity whose Application requires the Company to provide new or relocated service from an existing section of distribution facilities with a Vested Interest.

Applicant is a person or entity whose Application requires the Company to provide new or relocated service from distribution facilities that are free and clear of any Vested Interest.

Application is a request by an Applicant or Additional Applicant for new electric service from the Company. The Company, at its discretion, may require the Applicant or Additional Applicant to sign a written application.

Connected Load is the total nameplate kW rating of the electric loads connected for commercial, industrial, or irrigation service. Connected Load for residences is considered to be 25 kW for residences with electric space heat and 15 kW for all other residences.

Company Betterment is that portion of the Work Order Cost of a Line Installation, alteration, and/or Relocation that provides a benefit to the Company not required by the Applicant or Additional Applicant. Increases in conductor size and work necessitated by the increase in conductor size are considered a Company Betterment if the Connected Load added by the Applicant or Additional Applicant is less than 100 kilowatts.

Fire Protection Facilities are water pumps and other fire protection equipment, served separately from the Applicant's other electric load, which operate only for short periods of time in emergency situations and/or from time to time for testing purposes.

Line Installation is any installation of new distribution facilities (excluding Relocations or alteration of existing distribution facilities) owned by the Company.

Line Installation Allowance is the portion of the estimated cost of a Line Installation funded by the Company.

Line Installation Charge is the partially refundable charge assessed an Applicant or Additional Applicant whenever a Line Installation is built for that individual.

Local Improvement District is an entity created by the appropriate city or county governing body, as provided by Idaho Code §50-2503, whose purpose is to provide for the study, financing and construction of a Distribution Line Installation or alteration. The governing body shall assess property owners to recover the cost of the distribution Line Installation or alteration. A Local Improvement District has discernible property boundaries.

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NEW SERVICE ATTACHMENTS AND  
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OR ALTERATIONS (Continued)

*Theresa J. Stalder* SECRETARY

DEFINITIONS (Continued)

Multiple Occupancy Projects are projects that are intended to be occupied by more than four owners or tenants. Examples include, but are not limited to, condominiums and apartments.

Relocation is a change in the location of existing distribution facilities.

Residence is a structure built primarily for permanent domestic dwelling. Dwellings where tenancy is typically less than 30 days in length, such as hotels, motels, camps, lodges, clubs, and structures built for storage or parking do not qualify as a Residence.

Subdivision is the division of a lot, tract, or parcel of land into two or more parts for the purpose of transferring ownership or for the construction of improvements thereon, that is lawfully recognized and approved by the appropriate governmental authorities.

Temporary Line Installation is a Line Installation for electric service of 18 calendar months or less in duration.

Temporary Service Attachment is a service attachment to a Customer provided temporary pole which typically furnishes electric service for construction.

Terminal Facilities include transformer, meter, service cable, and underground conduit (where applicable).

Underground Service Attachment Charge is the non-refundable charge assessed an Applicant or Additional Applicant whenever new single phase underground service is required by a Schedule 1 or Schedule 7 customer attaching to the Company's distribution system.

Unusual Conditions are construction conditions not normally encountered. These conditions may include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging, boring, nonstandard facilities or construction practices, and other than available voltage requirements.

Vested Interest is the right to a refund that an Applicant or Additional Applicant holds in a specific section of distribution facilities when Additional Applicants attach to that section of distribution facilities.

Vested Interest Charge is an amount collected from an Additional Applicant for refund to a Vested Interest Holder.

Vested Interest Holder is an entity that has paid a refundable Line Installation Charge to the Company for a Line Installation. A Vested Interest Holder may also be an entity that has paid a refundable charge to the Company under the provisions of a prior rule or schedule.

Vested Interest Refund is a refund payment to an existing Vested Interest Holder resulting from a Vested Interest Charge to an Additional Applicant.

RULE H  
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*Theresa J. Stalena* SECRETARY

DEFINITIONS (Continued)

Vested Interest Portion is that part of the Company's distribution system in which a Vested Interest is held.

Work Order Cost is a cost estimate performed by the Company for a specific request for service by an Applicant or Additional Applicant. The Work Order Cost will include general overheads limited to 1.5%. General overheads in excess of 1.5% will be funded by the Company.

II. GENERAL PROVISIONS

- A. Cost Information - The Company will provide cost information as reflected in the charges contained in this rule, to potential Applicants and/or Additional Applicants. This preliminary information will not be considered a formal cost quote and will not be binding on the Company or Applicant but rather will assist the Applicant or Additional Applicant in the decision to request a formal cost quote. Upon receiving a request for a formal cost quote, the Applicant or Additional Applicant will be required to prepay non-refundable engineering costs to the Company.
- B. Ownership - The Company will own all distribution Line Installations and retain all rights to them.
- C. Rights-of-Way - The Company will construct, own, operate, and maintain lines only along public streets, roads, and highways that the Company has the legal right to occupy, and on public lands and private property across which rights-of-way satisfactory to the Company may be obtained at the Applicant's or Additional Applicant's expense.
- D. Removals - The Company reserves the right to remove any distribution facilities that have not been used for one year. Facilities shall be removed only after providing 60 days written notice to the last Customer of record and the owner of the property served, giving them a reasonable opportunity to respond.
- E. Property Specifications - Applicants or Additional Applicants must provide the Company with final property specifications as required and approved by the appropriate governmental authorities. These specifications may include but are not limited to: recorded plat maps, utility easements, final construction grades, and property pins.
- F. Undeveloped Subdivisions - When electric service is not provided to the individual spaces or lots within a Subdivision, the Subdivision will be classified as undeveloped.
- G. Mobile Home Courts - Owners of mobile home courts will install, own, operate, and maintain all termination poles, pedestals, meter loops, and conductors from the Point of Delivery.
- H. Conditions for Start of Construction - Construction of the Line Installations and/or Relocations will not be scheduled until the Applicant or Additional Applicant pays the appropriate charges to the Company.

MAR 1 - '99

MAR 19 '99

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OR ALTERATIONS (Continued)

*Theresa J. Stalens* SECRETARY

II. GENERAL PROVISION (Continued)

I. Terms of Payment - All payments listed under this section will be paid to the Company in cash 30 days prior to the start of Company construction, unless mutually agreed otherwise.

J. Interest on Payment - If the Company does not start construction on a Line Extension and/or Relocation within 30 days after receipt of the construction payment, the Company will compute interest on the payment amount beginning on the 31st day and ending once Company construction actually begins. Interest will be computed at the rate applicable under the Company's Rule F. If this computation results in a value of \$10.00 or more, the Company will pay such interest to the Applicant, Additional Applicant, or subdivider.

K. Fire Protection Facilities - The Company will provide service to Fire Protection Facilities when the Applicant pays the full costs of the Line Installation including Terminal Facilities, less Company Betterment. These costs are not subject to a Line Installation Allowance, but are eligible for Vested Interest Refunds under Section VI.A.

L. Customer Provided Trench Digging and Backfill - The Company will at its discretion allow an Applicant, Additional Applicant or subdivider to provide trench digging and backfill. In a joint trench, backfill must be provided by the Company. Costs of Customer provided trench and backfill will be removed or not included in the Work Order Costs and will not be subject to refund.

III. LINE INSTALLATION ALLOWANCES

The Company will contribute an allowance for the Terminal Facilities necessary for service attachments and/or Line Installations. A Line Installation Allowance will not be applied to the Line Installation costs for a Subdivision except for the Work Order Cost of Terminal Facilities. Subdividers may recoup their payments only through the refunding provisions under Section VI of this rule.

Maximum Allowance

Schedule 1

- Non-Electric Heat Residence ..... Overhead Terminal Facilities + \$1000
- All-Electric Residence ..... Overhead Terminal Facilities + \$1300
- Non-Residence..... Cost of Meter Only
- Multiple Occupancy Projects

- Single Phase ..... Overhead Terminal Facilities
- Three Phase ..... 80% of Terminal Facilities

Schedule 7

- Single Phase ..... Overhead Terminal Facilities
- Three Phase ..... 80% of Terminal Facilities

Schedule 9

- Single Phase ..... \$1726
- Three Phase ..... 80% of Terminal Facilities

Schedule 24

- Single Phase ..... \$1726
- Three Phase ..... Overhead Terminal Facilities

Schedule 19

..... Case-By-Case

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**DISTRIBUTION LINE INSTALLATIONS**  
**OR ALTERATIONS (Continued)**

*Theresa L. Stalena* SECRETARY

**IV. CHARGES FOR LINE INSTALLATIONS AND ADDITIONAL CHARGES FOR UNDERGROUND SERVICE ATTACHMENTS**

An Applicant or Additional Applicant will pay the Company for construction of Line Installations and/or underground service attachments, less Line Installation Allowances, based upon the charges listed in this section.

**A. Line Installation Charge**

If a Line Installation is required, the Applicant or Additional Applicant will pay a partially refundable Line Installation Charge equal to the Work Order Cost less applicable Line Installation Allowances.

**1. Line Installation Charges Inside Subdivisions**

Inside a Subdivision, the Line Installation Charges are calculated using the Work Order Cost less Terminal Facilities. The maximum refund will be the total per lot refund amount as specified in Section VI.B., but not more than the Work Order Cost less Terminal Facilities. Costs of new facilities outside Subdivisions are subject to Vested Interest Refunds.

**B. Underground Service Attachment Charge**

Each Applicant or Additional Applicant will pay a non-refundable Underground Service Attachment Charge for attaching new Terminal Facilities to the Company's distribution system. The Company will determine the location and maximum length of service cable.

Schedule 1 and Schedule 7, Single Phase

Underground Service Cable		
(Base charge plus distance charge)		
Base Charge		
from underground	\$ 30.00	
from overhead including riser	\$255.00	
Distance Charge (per foot)		
Company Installed Facilities	\$ 5.05	
Customer Provided Trench & Conduit	\$ 1.05	(Schedule 1 only, Single Family and Duplex)

**C. Vested Interest Charge**

Additional Definitions for Section IV.C. and Section VI.A.:  
Original Investment - Work Order Cost less Terminal Facilities Allowance.  
Vested Interest Holder's Contribution - Customer Payment plus Line Installation Allowances other than Terminal Facilities.  
Vested Interest - Amount potentially subject to refund.

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*Theresa J. Stalder* SECRETARY

CHARGES FOR LINE INSTALLATIONS AND ADDITIONAL CHARGES FOR  
UNDERGROUND SERVICE ATTACHMENTS (Continued)

Load Ratio - Additional Applicant load divided by the sum of Additional Applicant's load and Vested Interest Holder's load.

Distance Ratio - Additional Applicant distance divided by original distance.

1. The initial Applicant will pay the original investment cost less any allowances. An Additional Applicant connecting to a Vested Interest Portion will have two options:

Option One - An Additional Applicant may choose to pay the current Vested Interest Holder's Vested Interest, in which case the Additional Applicant will become the Vested Interest Holder and, as such, will become eligible to receive Vested Interest Refunds up to that new Vested Interest Holder's contribution less 20% of the original investment.

Option Two - An Additional Applicant may choose to pay an amount determined by this equation:

Vested Interest Payment = Load Ratio x Distance Ratio x Vested Interest Holder's unrefunded contribution.

If Option Two is selected, the Additional Applicant has NO Vested Interest and the previous Vested Interest Holder remains the Vested Interest Holder. The Vested Interest Holder's Vested Interest will be reduced by the newest Additional Applicant's payment.

2. The Vested Interest Charge will not exceed the sum of the Vested Interests in the Vested Interest Portion.
3. If an Additional Applicant connects to a Vested Interest Portion which was established under a prior rule or schedule, the Vested Interest Charges of the previous rule or schedule apply to the Additional Applicant.

V. OTHER CHARGES

All Charges in this Section are non-refundable.

A. Relocation and Removal Charges - If an Applicant or Additional Applicant requests a Relocation or removal of Company facilities, the Applicant or Additional Applicant will pay a non-refundable charge equal to the Work Order Cost.

B. Engineering Charge - Applicants or Additional Applicants will be required to prepay all engineering costs for Line Installations, and/or Relocations. Engineering charges will be calculated at \$36.00 per hour.

C. Engineering Charges for Agencies and Taxing Districts of the State of Idaho - Under the authority of Idaho Code Section §67-2302, an agency or taxing district of the State of Idaho may invoke its right to decline to pay engineering charges until the engineering services have been performed and billed to the agency or taxing district. Any state agency or taxing district that claims it falls within the provisions of Idaho Code §67-2302 must notify Idaho Power of such claim at

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*Theresa J. Stalter* SECRETARY

OTHER CHARGES (Continued)

the time Idaho Power requests prepayment of the engineering charges. Idaho Power may require that the state agency or taxing district's claim be in writing. If the state agency or taxing district that has invoked the provisions of Idaho Code §67-2302 does not pay the engineering charges within the 60 day period as provided in that statute, all of the provisions of that statute will apply..

D. Right of Way Charge - Applicants or Additional Applicants will be responsible for any costs associated with the acquisition of right-of-way.

E. Temporary Line Installation Charge - Applicants or Additional Applicants will pay the installation and removal costs of providing Temporary Line Installations.

F. Temporary Service Attachment Charge - Applicants or Additional Applicants will pay for Temporary Service Attachments as follows:

1. Underground - \$140

The Customer provided pole must be set within two linear feet of the Company's existing transformer or junction box.

2. Overhead - \$120

The Customer provided pole shall be set in a location that does not require more than 100 feet of #2 aluminum service conductor that can be readily attached to the permanent location by merely relocating it.

The electrical facilities provided by the Customer on the pole shall be properly grounded, electrically safe, and ready for connection to Company facilities.

The Customer shall obtain all permits required by the applicable state, county, or municipal governments and will provide copies or verification to the Company as required.

The above conditions must be satisfied before the service will be attached. Refer to Schedule 66 for charges if these conditions are not satisfied.

G. Unusual Conditions - Applicants, Additional Applicants, and subdividers will pay the Company the additional costs associated with any Unusual Conditions included in the Work Order cost related to the construction of a Line Installation or Relocation. This payment, or portion thereof, will be refunded to the extent that the Unusual Conditions are not encountered. Unusual Conditions payments for Line Installations will also be refunded, under the provisions of Section VI, if the Unusual Conditions are encountered.

In the event that the estimate of the Unusual Conditions included in the Work Order Cost exceeds \$10,000, the Applicant, Additional Applicant or Subdivider may either pay for the Unusual Conditions or may furnish an Irrevocable Letter of Credit drawn on a local bank or local branch office issued in the name of Idaho Power Company for the amount of the Unusual

JUN 29 '98

JUL 6 - '98

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*Myron J. Stallone* SECRETARY

OTHER CHARGES (Continued)

Conditions. Upon completion of that portion of the project which included an Unusual Conditions estimate, Idaho Power Company will bill the Applicant, Additional Applicant or subdivider for the amount of Unusual Conditions encountered up to the amount established in the Irrevocable Letter of Credit. The Applicant, Additional Applicant or subdivider will have 15 days from the issuance of the Unusual Conditions billing to make payment. If the Applicant, Additional Applicant or subdivider fails to pay the Unusual Conditions bill within 15 days, Idaho Power will request payment from the bank.

H. Joint Trench - Applicants, Additional Applicants, and subdividers will pay the Company for trench and backfill costs included in the work order prepared for an unshared trench. In the event that the Company is able to defray any of the trench and backfill costs included in the work order through the sharing of the trench with other utilities, the trench and backfill cost savings will be refunded.

I. Intervenor Funding Lot Charge - The Company will assess a per lot charge on all residential Subdivision work orders issued on or after the date of the first order of this rule. This charge will expire on February 26, 1998. Refer to Schedule 66 for the specific charge per lot.

VI. REFUNDS

A. Vested Interest Refunds - The initial Applicant will be eligible to receive up to 80% of the original investment as a Vested Interest Refund in accordance with Section IV.C. Refunds will be funded by the Additional Applicant's Vested Interest Charge as calculated in accordance with Section IV.C. A Vested Interest Holder and the Company may agree to waive the Vested Interest payment requirements of Additional Applicants with loads less than an agreed upon level. Waived Additional Applicants would not be considered Additional Applicants for purposes of Section VI.A.1.a.

1. Vested Interest Refund Limitations

a. Except for Rule VI.C., Vested Interest Refunds will be funded by no more than four Additional Applicants during the 5 year period following the completion date of the Line Installation for the initial Applicant.

b. In no circumstance will refunds exceed 100% of the refundable portion of any party's cash payment to the Company.

B. Subdivision Refunds

1. A subdivider will be eligible for Vested Interest Refunds for payments for Line Installations outside the subdivision.

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MAR 19 '99

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*Theresa J. Stalder* SECRETARY

REFUNDS (Continued)

2. A subdivider will be eligible for a refund from the Company on the Line Installation Charge inside the Subdivision when a permanent Residence connects for service and occupies a lot inside the Subdivision.
3. The amount refunded to subdividers of residential Subdivisions will be \$800 per lot.

C. Special Rule for Undeveloped Subdivisions Platted Prior to January 1, 1997

1. For an undeveloped Subdivision which has been platted prior to January 1, 1997, and which has not been amended after January 1, 1997, refunds will be made for connections inside the Subdivision during the first 10 years following the completion date of the Line Installation.
2. The subdivider will not be entitled to refunds under Sections VI.B.2. and VI.B.3. Connections within the undeveloped Subdivision will be treated as individual Applicants or Additional Applicants for payment, extension allowance, and refunding purposes.
3. The individual requesting the 10 year refund date will have the burden of demonstrating that the Line Installation is to a Subdivision which has been platted and is undeveloped.

VII. LINE INSTALLATION AGREEMENTS

When the Line Installation Allowance paid by the Company under the provisions of this rule equals or exceeds \$75,000, the Applicant will be required to contract to pay, for a period of 5 years following the completion date of the Line Installation, an annual payment equal to the greater of the billings determined by application of the appropriate schedule or:

- A. Eighty percent of the Applicant's total annual bill as determined by application of the appropriate schedule; plus;
- B. Twenty percent of the Line Installation Allowance granted the Applicant.

Each Line Installation, for which the Line Installation Allowance paid equals or exceeds \$75,000, will require a separate Uniform Distribution Line Installation Agreement between the Applicant and the Company.

Developers of multi-family residential dwellings in which each unit is separately metered will be exempt from the requirement to enter into an agreement with the Company if the Line Installation Allowance paid equals or exceeds \$75,000.

VIII. EXISTING AGREEMENTS

This rule shall not cancel existing agreements, including refund provisions, between the Company and previous Applicants, or Additional Applicants. All Applications will be governed and administered under the rule or schedule in effect at the time the Application was received and dated by the Company.

APR 8 - '98

APR 20 '98

RULE H  
NEW SERVICE ATTACHMENTS AND  
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*Theresa J. Stalder* SECRETARY

IX. LOCAL IMPROVEMENT DISTRICTS

Unless specifically provided for under this paragraph, a Local Improvement District will be provided service under the general terms of this rule.

The Company will provide a cost estimate and feasibility study for a Local Improvement District within 120 days after receiving the resolution from the requesting governing body. The cost estimate will be based on Work Order Costs and will not be considered binding on the Company if construction is not commenced within 6 months of the submission of the estimate for reasons not within the control of the Company. The governing body issuing the resolution will pay the Company for the costs of preparing the cost estimate and feasibility study regardless of whether the Line Installation or the conversion actually takes place.

After passage of the Local Improvement District ordinance, the Company will construct the Line Installation or conversion. Upon completion of the project, the Company will submit a bill to the Local Improvement District for the actual cost of the work performed, including the costs of preparing the cost estimate and feasibility study. If the actual cost is less than the estimated cost, the Local Improvement District will pay the actual cost. If the actual cost exceeds the estimated cost, the Local Improvement District will pay only the estimated cost. The governing body will pay the Company within 30 days after the bill has been submitted.

A Local Improvement District will be eligible for a Line Installation Allowance for any new load connecting for service upon the completion of the Line Installation. A Local Improvement District will retain a Vested Interest in any Line Installation to the Local Improvement District. A Local Improvement District may waive payments for Vested Interest from Additional Applicants within the Local Improvement District.

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RULE H  
NEW SERVICE ATTACHMENTS AND  
DISTRIBUTION LINE INSTALLATIONS  
OR ALTERATIONS (Continued)

*Theresa J. Stalena* SECRETARY

IDAHO POWER COMPANY  
Uniform Distribution Line Installation Agreement

DISTRICT \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

THIS AGREEMENT Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
between \_\_\_\_\_, whose billing  
address is \_\_\_\_\_ hereinafter called Customer, and  
IDAHO POWER COMPANY, A corporation with its principal office located at 1221 West Idaho Street,  
Boise, Idaho, hereinafter called Company:

NOW THEREFORE, The parties agree as follows:

1. The Company will agree to provide facilities to supply \_\_\_\_\_ volt, \_\_\_\_\_ phase Electric Service for the Customer's facilities located at or near \_\_\_\_\_, County of \_\_\_\_\_, State of Idaho.
2. The Customer will agree to:
  - (a) Make a cash advance to the Company of \$ \_\_\_\_\_ as the Customer's share of the investment in service facilities;
  - (b) Provide rights-of-way for the line extension at no cost to the Company, in a form acceptable to the Company;
  - (c) Pay an annual minimum charge during the first 60 months following the Initial Service Date. The annual minimum charge will be the greater of (1) the total of the schedule billings for the year or (2) \$ \_\_\_\_\_ plus 80 percent of the total schedule billings for the year. The total schedule billings will be computed in accordance with the rates and provisions of the schedules under which the Customer received service for that year.
3. This Agreement will not become binding upon the parties until signed by both parties.
4. The initial date of delivery of power and energy is subject to the Company's ability to obtain required labor, materials, equipment, satisfactory rights-of-way and comply with governmental regulations.
5. The term of this Agreement will be for 5 years from and after the Initial Service Date thereof.
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.

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*Theresa J. Stalens* SECRETARY

Uniform Distribution Line Installation Agreement (Continued)

7. This Agreement is subject to valid laws and to the regulatory authority and orders, rules and regulations of the Idaho Public Utilities Commission and such other administrative bodies having jurisdiction as well as Idaho Power Company's Rules and Regulations as now or may be hereafter modified and approved by the Idaho Public Utilities Commission.

8. The Company's Rule H, any revisions to that rule, and/or any successor rule is to be considered as part of this Agreement.

9. In any action at law or equity commenced under this Agreement and upon which judgment is 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.

(APPROPRIATE SIGNATURES)

Date \_\_\_\_\_, 19 \_\_\_\_\_

W.O. No. \_\_\_\_\_

Initial Service Date \_\_\_\_\_

BEFORE THE

IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-00-12

IDAHO POWER COMPANY

EXHIBIT NO. 104

G. SAID

OCT 31 '96

NOV 1 - '96

Per. O.U. 26667

*Theresa J. Staller* SECRETARYSCHEDULE 19  
LARGE POWER SERVICEAVAILABILITY

Service under this schedule is available at points on the Company's interconnected system within the State of Idaho where existing facilities of adequate capacity and desired phase and voltage are available. If additional distribution facilities are required to supply the desired service, those facilities provided for under Rule H will be provided under the terms and conditions of that rule. To the extent that additional facilities not provided for under Rule H, including transmission and/or substation facilities, are required to provide the requested service, special arrangements will be made in a separate agreement between the Customer and the Company.

Each Customer is required to enter into a Uniform Large Power Service Agreement prior to being served under this schedule.

APPLICABILITY

Service under this schedule is applicable to Customers with firm electric demand of 1,000 to 25,000 kW at a single Point of Delivery who have entered into a Uniform Large Power Service Agreement. If the aggregate power requirement of a Customer who receives service at one or more Points of Delivery on the same Premises exceeds 25,000 kW, the Customer is ineligible for service under this schedule and is required to make special contract arrangements with the Company.

This schedule is not applicable to service for resale, to shared or irrigation service, to standby or supplemental service, unless the Customer has entered into a Uniform Standby Service Agreement with the Company, or to multi-family dwellings.

Contract Option. Customers who contract for firm electric demand of 10,000 to 25,000 kW who are eligible for service under this schedule may optionally take service under a mutually agreed upon individual special contract between the Customer and the Company provided the special contract terms, conditions, and rates are approved by the Idaho Public Utilities Commission without change or condition. This Contract Option is available effective January 1, 1997.

SERVICE ELIGIBILITY

To be eligible for initial service under this schedule, a Customer must register a metered demand of 1,000 kW or more under one of the Company's other schedules for at least three Billing Periods during the Customer's Annual Review Period. A Customer who meets this metered demand criterion can be transferred to this schedule effective with the Billing Period immediately following eligibility provided the Customer enters into a Uniform Large Power Service Agreement with the Company.

Continued Eligibility. To be eligible for continued service under this schedule, a Customer's metered demand at a single Point of Delivery must equal or exceed 1,000 kW for at least three Billing Periods during the Customer's Annual Review Period.

TYPE OF SERVICE

The Type of Service provided under this schedule is three-phase at approximately 60 cycles and at the standard service voltage available at the Premises to be served.

SCHEDULE 19  
LARGE POWER SERVICE  
(Continued)

FEB 3 - '95

FEB 1 - '95

*Thomas J. Stalton* SECRETARYANNIVERSARY DATE

The Anniversary Date is the date on which initial service is taken under this schedule.

For each Customer who received service under this schedule prior to January 1, 1993, the Anniversary Date is the Customer's review date set forth in the Company's records and used as of January 1, 1993, for the Annual Review Period.

ANNUAL REVIEW PERIOD

The Annual Review Period is the 12-month period ending with the Billing Period in which the Customer's Anniversary Date falls. Each year, at the end of the Annual Review Period, each Customer's account will be reviewed for continued service eligibility under this schedule. Customers who do not meet the Service Eligibility provisions will be transferred to the appropriate schedule effective with the next Billing Period and the Uniform Large Power Service Agreement will be canceled.

Customers who can document that they will no longer be eligible for continued service under this schedule as a result of installing conservation measures, may, upon application to and approval by the Company's Vice President of Distribution, be transferred to a different schedule prior to the end of the Annual Review Period and the Uniform Large Power Service Agreement will be canceled.

BASIC LOAD CAPACITY

The Basic Load Capacity is the average of the two greatest monthly Billing Demands established during the 12-month period which includes and ends with the current Billing Period, but not less than 1,000 kW.

BILLING DEMAND

The Billing Demand is the average kW supplied during the 15-consecutive-minute period of maximum use during the Billing Period, adjusted for Power Factor, but not less than 1,000 kW.

FACILITIES BEYOND THE POINT OF DELIVERY

At the option of the Company, transformers and other facilities installed beyond the Point of Delivery to provide Primary or Transmission Service may be owned, operated, and maintained by the Company in consideration of the Customer paying a Facilities Charge to the Company.

Company-owned Facilities Beyond the Point of Delivery will be set forth in a Distribution Facilities Investment Report provided to the Customer. As the Company's investment in Facilities Beyond the Point of Delivery changes in order to provide the Customer's service requirements, the Company shall notify the Customer of the additions and/or deletions of facilities by forwarding to the Customer a revised Distribution Facilities Investment Report.

MAY 14 '99

MAY 16 '99

Per. O.W. 28049

*Theresa J. Stalder* SECRETARY

SCHEDULE 19  
LARGE POWER SERVICE  
(Continued)

FACILITIES BEYOND THE POINT OF DELIVERY (Continued)

In the event the Customer requests the Company to remove or reinstall or change Company-owned Facilities Beyond the Point of Delivery, the Customer shall pay to the Company the "non-salvable cost" of such removal, reinstallation or change. Non-salvable cost as used herein is comprised of the total original costs of materials, labor and overheads of the facilities, less the difference between the salvable cost of material removed and removal labor cost including appropriate overhead costs.

POWER FACTOR ADJUSTMENT

Where the Customer's Power Factor is less than 85 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 85 percent and dividing by the actual Power Factor.

TEMPORARY SUSPENSION

When a Customer has properly invoked Rule F, Temporary Suspension of Demand, the Basic Load Capacity and Billing Demand shall be prorated based on the period of such suspension in accordance with Rule F. In the event the Customer's metered demand is less than 1,000 kW during the period of such suspension, the Basic Load Capacity and Billing Demand will be set equal to 1,000 kW for purposes of determining the Customer's monthly Minimum Charge.

MONTHLY CHARGE

The Monthly Charge is the sum of the Customer, the Basic, the Demand, the Energy, and the Facilities Charges at the following rates:

SECONDARY SERVICE

Customer Charge

\$5.54 per meter per month

Basic Charge

\$0.36 per kW of Basic Load Capacity

Demand Charge

\$2.73 per kW for all kW of Billing Demand

Energy Charge

<u>Base Rate</u>	<u>Power Cost Adjustment*</u>	<u>Effective Rate*</u>
2.5576¢	<.2143>¢	2.3433¢ per kWh for all kWh

EXHIBIT NO. 104  
CASE NO. IPC-E-00-12  
G. SAID, IPCO  
PAGE 3 OF 6

MAY 14 '99

MAY 16 '99

Per. O.N. 28049

*Theresa J. Stallen* SECRETARY

SCHEDULE 19  
LARGE POWER SERVICE  
(Continued)

SECONDARY SERVICE (Continued)

Facilities Charge

None

Minimum Charge

The monthly Minimum Charge shall be the sum of the Customer Charge, the Basic Charge, the Demand Charge, and the Energy Charge.

\*This Power Cost Adjustment (Schedule 55) and Effective Rate expire May 15, 2000.

PRIMARY SERVICE

Customer Charge

\$85.71 per meter per month

Basic Charge

\$0.77 per kW of Basic Load Capacity

Demand Charge

\$2.65 per kW for all kW of Billing Demand

Energy Charge

	Power Cost	Effective
<u>Base Rate</u>	<u>Adjustment*</u>	<u>Rate*</u>
2.0839¢	<.2143>¢	1.8696¢ per kWh for all kWh

Facilities Charge

The Company's investment in Company-owned Facilities Beyond the Point of Delivery times 1.7 percent.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Customer Charge, the Basic Charge, the Demand Charge, the Energy Charge, and the Facilities Charge.

\*This Power Cost Adjustment (Schedule 55) and Effective Rate expire May 15, 2000.

MAY 14 '99

MAY 16 '99

Per O.W. 28049

*Theresa J. Stalder* SECRETARYSCHEDULE 19  
LARGE POWER SERVICE  
(Continued)MONTHLY CHARGE (Continued)TRANSMISSION SERVICECustomer Charge

\$85.71 per meter per month

Basic Charge

\$0.39 per kW of Basic Load Capacity

Demand Charge

\$2.57 per kW for all kW of Billing Demand

Energy Charge

<u>Base Rate</u>	<u>Power Cost Adjustment*</u>	<u>Effective Rate*</u>
2.0375¢	<.2143>¢	1.8232¢ per kWh for all kWh

Facilities Charge

The Company's investment in Company-owned Facilities Beyond the Point of Delivery times 1.7 percent.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Customer Charge, the Basic Charge, the Demand Charge, the Energy Charge, and the Facilities Charge.

\*This Power Cost Adjustment (Schedule 55) and Effective Rate expire May 15, 2000.

PAYMENT

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

IDAHO PUBLIC UTILITIES COMMISSION  
APPROVED EFFECTIVE

SCHEDULE 19  
LARGE POWER SERVICE

FEB 3 - '95

FEB 1 - '95

IDAHO POWER COMPANY

Uniform Large Power Service Agreement

*Theresa J. Stalton* SECRETARY

DISTRICT \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

THIS AGREEMENT Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
between \_\_\_\_\_, whose billing address is \_\_\_\_\_  
hereinafter called Customer, and IDAHO POWER COMPANY,  
A corporation with its principal office located at 1221 West Idaho Street, Boise, Idaho, hereinafter called Company:

NOW THEREFORE, The parties agree as follows:

1. The Company shall agree to supply \_\_\_\_\_ volt, single- or three-phase Electric Service up to the amount of \_\_\_\_\_ kilowatts per month for the Customer's \_\_\_\_\_ facilities located at or near \_\_\_\_\_, County of \_\_\_\_\_, State of Idaho, in the \_\_\_\_\_ of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_.

2. The availability of power in excess of the amount stated in Paragraph 1 above is not guaranteed and its taking by the Customer may result in a complete or partial curtailment of service to the Customer. The Company has the right to install, at the Customer's expense, any device necessary to protect the Company's system from damage which may be caused by the taking of power in excess of that stated in Paragraph 1. The Customer shall be responsible for any damages to the Company's system or damages to third parties resulting from the Customer's taking of power in excess of that stated in Paragraph 1.

3. The terms of this Agreement shall not become binding upon the parties until signed by both parties.

4. The initial date of delivery of power and energy under this Agreement is subject to the Company's ability to obtain required labor, materials, equipment, and/or satisfactory rights-of-way and to comply with governmental regulations.

5. The term of this Agreement shall be for one year from and after the Initial Service Date thereof, and shall automatically renew and extend each year thereafter. This Agreement can be canceled 1) by either party provided written notice of termination is given to the other not less than 12 months prior to the desired termination date, or 2) as provided for in the Company's Schedule 19 or its successor schedules.

6. This Agreement and the rates, terms and conditions of service set forth or incorporated herein, and the respective rights and obligations of the parties hereunder, shall be subject to valid laws and to the regulatory authority and orders, rules and regulations of the Idaho Public Utilities Commission and such other administrative bodies having jurisdiction.

7. Nothing herein shall be construed as limiting the Idaho Public Utilities Commission from changing any terms, rates, charges, classification or service, or any rules, regulation or conditions relating to service under this Agreement, or construed as affecting the right of the Company or the Customer to unilaterally make application to the Commission for any such change.

8. The Company's Schedule 19, any revisions to that schedule, and/or any successor schedule is to be considered as part of this Agreement.

9. In any action at law or equity commenced under this Agreement and upon which judgment is rendered, the prevailing party, as part of such judgment, shall be entitled to recover all costs, including reasonable attorneys fees, incurred on account of such action.

10. This Agreement replaces and supersedes the Agreement between the parties dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Date \_\_\_\_\_, 19\_\_\_\_

(APPROPRIATE SIGNATURES)

Initial Service Date \_\_\_\_\_