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IDAHO PUBLIC
UTILITIES COMMISSION

IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-07-8

IDAHO POWER COMPANY

ATTACHMENT 2

IPC-E-07-08

ATTACHMENT 2,

PROPOSED AND

LEGISLATIVE TARIFFS

IDAHO PUBLIC UTILITIES COMMISSION

TARIFF NO. 29

GENERAL RULES, REGULATIONS AND RATES
APPLICABLE TO ELECTRIC SERVICE IN THE TERRITORY
SERVED FROM THE COMPANY'S INTERCONNECTED SYSTEM
IN IDAHO

GENERAL RULES AND
REGULATIONS INDEX

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RULE A
INTRODUCTION

These Rules and Regulations are a part of the Tariff of Idaho Power Company and apply to the Company and every Customer to whom service is supplied; provided, that in case of conflict between these Rules and Regulations and the provisions of any schedule of this Tariff, the provisions of such schedule will govern as to service supplied thereunder.

RULE B
DEFINITIONS

The terms listed below, which are used frequently in this Tariff, will have the stated meanings:

Billing Period is the period intervening between meter readings and shall be approximately 30 days. However, Electric Service covering 27-36 days inclusive will be considered a normal Billing Period.

Commission refers to the Idaho Public Utilities Commission.

Company refers to Idaho Power Company.

Customer is the individual, partnership, association, organization, public or private corporation, government or governmental agency receiving or contracting for Electric Service.

Demand is the average kilowatts (kW) or horsepower (HP) supplied to the Customer during the 15-consecutive-minute period of maximum use during the Billing Period, as shown by the Company's meter, or determined in accordance with the demand clause in the schedule under which service is supplied. In no event, however, will the maximum demand for the Billing Period be less than the demand determined as specified in the schedule.

Electric Service is the availability of power and energy in the form and at the voltage specified in the Idaho Electric Service Request or agreement, irrespective of whether electric energy is actually utilized, measured in kilowatt-hours (kWh).

Month (unless calendar month is stated) is the approximate 30-day period coinciding with the Billing Period.

Normal Business Hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by the Company. Notice of office closures for holidays are posted, in advance, at the Company office entrances.

Point of Delivery is the junction point between the facilities owned by the Company and the facilities owned by the Customer; OR the Point at which the Company's lines first become adjacent to the Customer's property; OR as otherwise specified in the Company's Tariff.

Power Factor is the percentage obtained by dividing the maximum demand recorded in kW by the corresponding kilovolt-ampere (kVA) demand established by the Customer.

Premises is a building, structure, dwelling or residence of the Customer. If the Customer uses several buildings or structures in the operation of a single integrated commercial, industrial, or institutional enterprise, the Company may consider all such buildings or structures that are in proximity to each other to be the Premises, even though intervening ownerships or public thoroughfares exist.

RULE B
DEFINITIONS
(Continued)

Service Level is defined as follows:

Secondary Service is service taken at 480 volts or less, or where the definitions of Primary Service and Transmission Service do not apply. The Company is responsible for providing the transformation of power to the voltage at which it is to be used by the Customer taking Secondary Service.

Primary Service is service taken at 12.5 kilovolts (kV) to 34.5 kV. Customers taking Primary Service are responsible for providing the transformation of power to the voltage at which it is to be used by the Customer.

Transmission Service is service taken at 44 kV or higher. Customers taking Transmission Service are responsible for providing the transformation of power to the voltage at which it is to be used by the Customer.

RULE C
SERVICE AND LIMITATIONS

1. Rates and Tariff. Service supplied by the Company will be in accordance with the Tariff on file with the state regulatory authority having jurisdiction, and as in effect at the time service is supplied. All service rates and agreements are subject to the continuing jurisdiction and regulation of such authority, as provided by law.

When any municipal corporation or other local taxing agency imposes on the Company any franchise, occupation, sales, license, excise, business, operating, privilege, or use of street tax or charge based upon meters or Customers, or upon electricity sold or the receipts or income therefrom, the prorated amount thereof will be billed to all Customers in the area or locality in which such tax or charge applies and will be separately stated on, and added to, the regular billing.

2. Supplying of Service. Service will be supplied under a given schedule only to Points of Delivery as are adjacent to facilities of the Company, adequate and suitable as to capacity and voltage for the service desired and under the schedule applicable thereto. The Company will not be obligated to construct extensions or install additional service facilities except in accordance with Rule H. In all other cases, special agreements between the Customer and the Company may be required.

3. Service Application. The Company will normally accept an application for service from the Customer by telephone, through the Company's Web site or by other oral communication. The Company may however, at its discretion, require the Customer to sign an application requesting service.

4. Choice of Schedules. The Company's schedules are designed to provide monthly rates for service supplied to the Customer on an annual basis. The Customer may elect to take service under any of the schedules applicable to this annual service requirement, and the Company will endeavor to assist in the selection of the appropriate schedule most favorable to the Customer. Changing of schedules will occur only when the characteristics of the Customer's usage change such that another applicable schedule is deemed more favorable to the Customer when applied to the Customer's annual service requirements. Customers receiving service under Schedules 7, 9, and 19 will be reviewed on a monthly basis under the provisions established in the Applicability section of each of these schedules.

5. Point of Delivery Service Requirements. A Customer may be served at more than one Point of Delivery at the same Premises if practicable, unless otherwise specified in a schedule. Service at each Point of Delivery at the same Premises will be offered under the appropriate schedule. The Customer's request for service at an additional Point of Delivery will be subject to the applicable line extension rules of the Company. The Company may refuse to provide service at more than one Point of Delivery at the same Premises if it is determined by the Company that the additional Point of Delivery cannot be provided without jeopardizing the safety and reliability of the Company's system or service to the Customer or to other Customers. Service provided to a Customer at multiple Points of Delivery at the same Premises will not be interconnected electrically.

RULE C
SERVICE AND LIMITATIONS
(Continued)

5. Point of Delivery Service Requirements (Continued)

Where separate Points of Delivery exist for supplying service to a Customer at a single Premises or separate meters are maintained for measurement of service to a Customer at a single Premises, the meter readings will not be combined or aggregated for any purpose except for determining if the Customer's total power requirements exceed 25,000 kW. Special contract arrangements will be required when a Customer's aggregate power requirement exceeds 25,000 kW.

Service delivered at low voltage (600 volts or under) will be supplied from the Company's distribution system to the outside wall of the Customer's building or service pole, unless an exception is granted by the Company and the City or State Electrical Inspector.

The Customer's facilities will be installed and maintained in accordance with the requirements of the National Electrical Code.

6. Limitation of Use. A Customer will not resell electricity received from the Company to any person except where the Customer is owner, lessee, or operator of a commercial building, shopping center, apartment house, mobile home court, or other multi-family dwelling where the use has been sub-metered prior to July 1, 1980, and the use is billed to tenants at the same rates that the Company would charge for service, unless the Commission authorizes alternative procedures.

A Customer's wiring will not be extended or connected to furnish service to more than one building or place of use through one meter, even though such building, property, or place of use is owned by the Customer. This rule is not applicable where the Customer's residence or business consists of one or more adjacent buildings or places of use located on the same Premises or operated as an integral unit, under the same name and carrying on parts of the same residence or business.

7. Rights of Way. The Customer shall, without cost to the Company, grant the Company a right of way for the Company's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by the Company's employees at all reasonable hours.

RULE D
METERING

1. Meter Installations. The Company will install and maintain the metering equipment required by the Company to measure power and energy supplied to the Customer. Meter installations will be done at the Company's expense except as specified below or otherwise specified in a schedule. Customer provisions for meter installations will be made in conformance with Company specifications, the National Electrical Code, and/or applicable state or municipal requirements.

a. Instrument Transformer Metering. When instrument transformer metering is requested by the Customer but not required by the Company at the time of the initial meter installation, the Customer will be required to pay the cost of such metering equipment and its installation in accordance with the charges specified in Schedule 66. When a Customer requests instrument transformer metering not required by the Company at a time other than at the time of the initial meter installation, the actual costs will apply.

b. Off-Site Meter Reading Service. Customers taking single-phase service under Schedule 1, 4, 5, or 7 may request the Company install metering equipment which provides for off-site meter reading. The installation fee and monthly charges for off-site meter reading capability, when the service is requested by the Customer but not deemed to be cost-effective by the Company, are specified in Schedule 66. The Company shall have the sole right to determine whether an installation is cost-effective. Customers who request the Company-installed off-site meter reading equipment be removed within 90 days of initial installation will be assessed a removal fee in accordance with the provisions of Schedule 66. Due to the specialized nature of the metering equipment, a delay may occur between the time a Customer requests the Off-Site Meter Reading Service and the time the equipment is available for installation. Customers utilizing the Off-Site Meter Reading Service may be required to periodically permit Company personnel access to the meter in order for maintenance to be performed.

c. Load Profile Metering. The Company will install, at the Customer's request, the metering equipment necessary to provide load profile information. The installation fee and monthly charges for load profile capability, when the service is requested by the Customer but not provided by the Company as part of the standard meter installation, are specified in Schedule 66. The options available under the Load Profile Metering Service include Meter Pulse Output Service and Load Profile Recording Service. Customers requesting the Load Profile Recording Service are responsible for providing, at their own expense, a hard-wired phone line to each metering point. Customers who request the Load Profile Metering Service be discontinued within 36 months of initial installation will be assessed a removal fee in accordance with the provisions of Schedule 66.

d. Surge Protection Device Services. At the Customer's request, the following services are available for watt-hour metered Customers only.

i. Installation or Removal. The Company will install or remove, at the Customer's request, a surge protection device supplied by the Customer on the meter base and other utility peripherals to accommodate whole-house surge protection. A Surge Protection Device Installation or Removal Charge will be assessed as specified in Schedule 66.

RULE D
METERING
(Continued)

d. Surge Protection Device Services (Continued)

The Company will not install any surge protection device without proof that the vendor of the surge protection device has executed and delivered to the Company an agreement (in a form acceptable to the Company) which provides for the full defense and indemnification of the Company by the vendor against any claims, suits, or losses associated with such device.

Any surge protection device the Company is requested to install on the meter must be Underwriters' Laboratories, Inc. certified and meet National Electric Energy Testing, Research and Application Centers (NEETRAC) test standards or comparable test standards.

ii. Surge Protection Device Customer Visit Charge.

(1) If a surge protection device installation visit results in the inability of Company personnel to install the surge protection device due to safety concerns, inaccessibility to the meter base or other utility access points, or other factors deemed reasonable by the Company, a Surge Protection Device Customer Visit Charge will be applied as specified in Schedule 66. The Company has the sole right to ultimately determine installation feasibility.

(2) Customers who request the Company perform an on-site visit to assess alleged electrical problems believed to be associated with the surge protection product will be charged a Surge Protection Device Customer Visit Charge as specified in Schedule 66 if no problems associated with the electrical service are found as a result of the visit.

e. Primary Voltage Metering. The Company will install, at its own expense, a maximum of one primary voltage meter at a single Premises to record usage taken at 12.5 kV or 34.5 kV.

2. Measurement of Energy. Except as otherwise specifically provided, all energy delivered by the Company will be billed according to measurement by meters located at or near the Point of Delivery.

If the Company is unable to read a Customer's meter because of reasons beyond the Company's control, such as weather conditions or the inability to obtain access to the Customer's Premises, the Company may estimate the meter reading for the Billing Period on the basis of the Customer's previous use, season of the year and use by similar Customers of the same class in that service area. Bills rendered on estimated readings will be so designated on the bill. The amount of such estimated bill will be subsequently adjusted, as necessary, when the next actual reading is obtained.

RULE D
METERING
(Continued)

2. Measurement of Energy (Continued)

Should the Company be unable to read a Customer's meter for two consecutive Billing Periods, the Company will diligently attempt to contact the Customer by telephone and/or letter to apprise the Customer of the necessity of a meter reading and to make arrangements to read the meter or request the Customer to record and return the meter reading on a card provided by the Company. If such arrangements cannot be made or if the Customer fails to return the meter reading card, the Company may estimate the meter reading.

3. Failure to Register. If the Company's meters fail to register at any time, the service delivered and energy consumed during such period of failure will be determined by the Company on the basis of the best available data. If any appliance or wiring connection, or any other device, is found on the Customer's Premises which prevents the meters from accurately recording the total amount of energy used on the Premises, the Company may at once remove any such wiring connection or appliance, or device, at the Customer's expense, and will estimate the amount of energy so consumed and not registered as accurately as it is able so to do, and the Customer will pay for any such energy within 5 days after being billed, in accordance with such estimate.

4. Meter Tests. The Company will test and inspect its meters from time to time and maintain their accuracy of registration in accordance with generally accepted practices and the rules and regulations established by the Idaho Public Utilities Commission. The Company will, without charge, test the accuracy of registration of a meter upon request of a Customer, provided that the Customer does not request such a test more frequently than once in a 12-month period. If more than one requested test is performed within a 12-month period, the Customer will be required to pay in advance the cost of a special meter test as specified in Schedule 66. The Company will refund the amount paid by the Customer for the test if the results of the test show the average registration error of the meter exceeds ± 2 percent.

5. Transformer Losses. When delivery of service is on the primary side of the Customer's transformers, the Company may install its meters on the secondary side of the transformers, and, unless otherwise provided in the schedule, in determining the monthly consumption of power and energy, transformer losses and other losses occurring between the Point of Delivery and the meters will be computed and added to the reading of such meters.

6. Meter Reading. Meters will be read to the last kWh registered, normally at intervals of approximately 30 days. In no case will the meter reading interval exceed 45 days.

RULE E
MASTER METERING STANDARDS

1. Definitions:

a. Tenant--Mobile Home Park. A tenant of a mobile home park is a person defined as a tenant and not a transient by the Mobile Home Park Tenant Act, section 55-2001 et seq., Idaho Code, and in particular by Section 55-2003(4) and -(5), Idaho Code.

b. Tenant--Multi-Unit Residential or Commercial Building. A tenant of a multi-unit residential building is a person who is not a transient and who intends to reside in or be a commercial tenant in one of the building's units for a period of not less than one month.

2. Master-Metering and Individual Metering in Mobile Home Parks:

a. Parks metered after July 1, 1980. Tenants (excluding transients) of mobile home parks connected for service after July 1, 1980, must be individually metered by the Company. Master-metering of these tenants, whether or not in conjunction with sub-metering by the park operator, is prohibited.

b. Exception for Grandfathered Sub-Metered Parks. Mobile home parks connected for service before July 1, 1980, whose spaces for tenants (excluding transients) have been fully sub-metered for electricity by the park owners need not be individually metered by the Company. Mobile home parks sub-metered by the park operator must charge each of their tenants the same rate for electric service that a residential Customer of the Company would be charged if the tenant were directly metered and billed by the Company. Testing of sub-meters will be at the park operator's expense.

c. Parks metered prior to July 1, 1980. Transition Rule for Sub-Metered Parks. Mobile home parks that were partially sub-metered on July 1, 1980, must have individually metered all spaces to be used by non-transient tenants before January 1, 1981. At the option of the park operator, the operator may extend an existing sub-metering system to those spaces not metered by the operator or may request the Company to meter the unmetered spaces for non-transient tenants at the Company's expense.

d. Company Payment for Reading Sub-Meters. The Company will pay the park operator \$1.15 per month per sub-metered occupied customer space. The Company will only pay \$1.15 per month per space that is occupied during the month.

e. List of Grandfathered Mobile Home Parks. The Company will file with the Commission a list of "grandfathered" mobile home park operators who are entitled to a payment for sub-metered occupied customer spaces. Each month, the owner-operator will certify to the Company the number of spaces that were occupied during the month. The Company will have the right to request from the owner-operator reasonable documentation of any customer account be provided to the Company.

RULE E
MASTER METERING STANDARDS
(Continued)

3. Master-Metering and Individual Metering in Multi-Occupant Residential Buildings. No multi-occupant residential buildings will be master-metered for electric service after July 1, 1980, if the dwelling units for nontransient tenants contain an electric space heating, water heating, or air-conditioning (space cooling) unit that is not centrally controlled and for which the dwelling unit's tenants individually control electric usage.

4. Master-Metering and Individual Metering in Commercial Buildings and Shopping Centers. No unit of commercial buildings and shopping centers will be master-metered for electric service after July 1, 1980, if the units for their tenants contain an electric space heating, water heating, or air-conditioning (space cooling) unit that is not centrally controlled and over which the unit's tenants individually control electric usage. Tenants in otherwise master-metered buildings whose electric load exceeds the individual metering threshold found in the Company's Tariff must be individually metered.

RULE F
SERVICE ESTABLISHMENT AND
DISCONTINUANCE

1. Service Establishment. A Service Establishment Charge as specified in Schedule 66, unless otherwise specified in a different schedule, will be assessed upon initiating metered service with the Company if service at the Point of Delivery is currently energized. The applicable charge will be billed with the first regular bill.

a. Owners or managers of rental property that arrange with the Company to provide continuous service between tenants will not be assessed a Service Establishment Charge when the service reverts to the responsible party as arranged.

2. Continuous Service. At the request of owners or managers of rental property, the Company will provide continuous service between tenant occupancy. Effective August 1, 2006 a Continuous Service Reversion Charge, as specified in Schedule 66, will be assessed each time the service reverts to the responsible party as arranged.

3. Service Connection. Where service at the specified Point of Delivery is currently disconnected from the Company's system, a Service Connection Charge as specified in Schedule 66 will be assessed at the time service is connected. The Service Connection Charge applies to all service connections for both metered and unmetered service and will be billed with the first regular bill. The Service Establishment Charge does not apply when service is reconnected.

4. Service Discontinuance. At the Customer's request, the Company will disconnect service during normal working hours. There is no charge for discontinuing service.

a. When a Customer requests service be discontinued, service will not be disconnected if another party has agreed to accept responsibility for service at the Point of Delivery. Upon initiating service, the Customer requesting service will be billed a Service Establishment Charge in accordance with this rule.

5. Termination Practices. The Company's practices relating to Termination of Service are governed by the Utility Customer Relations Rules (UCRR) of the Idaho Public Utilities Commission, in effect at the time the event occurred which required application of the UCRR. If the Company's Rules and Regulations on file with the Idaho Public Utilities Commission contain provisions which conflict with the UCRR, the provisions of the UCRR supersede those included in the Company's Rules and Regulations.

6. Field Visit. A Field Visit Charge, as specified in Schedule 66, will be assessed when a Company representative visits a service address intending to disconnect or connect service, but due to Customer action, the Company representative is unable to complete the disconnection or connection at the time of the visit.

RULE G
BILLINGS

1. Fractional Periods. When the Customer's Billing Period is less than 27 days or greater than 36 days, the Energy Charge for service under Schedules 1, 4, 5, 7, 9, 19, or 24 will be calculated using actual meter readings. The Energy Charge for service provided under Schedule 40 will be determined using the daily kWh calculated on the basis of load size and number of units served multiplied by the actual number of days since the account was opened or since the previous billing, where appropriate. The proration of the applicable Demand Charge, Basic Charge, Facilities Charge, and Service Charge specified in the appropriate schedule will be calculated by dividing the charge by 30 and multiplying the result by the actual number of days since the account was opened or since the previous meter reading, where appropriate. However, the prorated Service Charge for Schedules 1, 4, 5, 7, 9, 19, or 24 or the Minimum Charge for Schedule 40, will be no less than the amount specified in Schedule 66. For Schedule 15, the proration of the applicable Monthly Charge will be calculated by dividing the charge by 30 and multiplying the result by the actual number of days since the account was opened or the previous billing, where appropriate; however, in no event will the charge be less than the Fractional Period Minimum Billings amount specified in Schedule 66.

2. Corrected Billings. Whenever it is determined that a Customer was billed under an inappropriate schedule, the Customer will be rebilled under the appropriate schedule, except if the Company selected the schedule on the basis of available information and acted in good faith, the Company will not be required to rebill or adjust billings. The rebilling period will be no more than the 3-year period as provided by Idaho Code §61-642.

If the average error for any meter test exceeds ± 2 percent, corrected billings will be prepared. The corrected billings will not exceed 6 months if the time when the malfunction or error began is unknown. If the time when the malfunction or error began is known, the corrected billings will be from that time, but will not exceed the 3 year period as provided by Idaho Code §61-642. If an under-billing occurs, the Company will offer and enter into reasonable payment arrangements with the Customer. For any over-billings, the Customer will have the choice of a refund or a credit on future bills.

3. Due Dates. The Company's practices relating to Due Dates are governed by the Utility Customer Relations Rules (UCRR) of the Idaho Public Utilities Commission, in effect at the time the event occurred which required application of the UCRR. If the Company's Rules and Regulations on file with the Idaho Public Utilities Commission contain provisions which conflict with the UCRR, the provisions of the UCRR supersede those included in the Company's Rules and Regulations.

4. Returned Checks. Checks or payments remitted by Customers in payment of bills are accepted conditionally. A Returned Check Charge, as specified in Schedule 66, will be assessed the Customer for handling each check or payment upon which payment has been refused by the bank.

5. Late Payments. A Late Payment Charge, as provided in Schedule 66, will be levied against any delinquent account except for accounts of agencies and taxing districts of the State of Idaho as described in paragraph 6 of this schedule. All payments received by the billing date will apply to the Customer's account prior to calculating the Late Payment Charge. Payments will satisfy the oldest portion of the billing first and the current portion of the billing last.

RULE G
BILLINGS
(Continued)

5. Late Payments (Continued)

Late Payment Charges will continue to accrue against unpaid disputed bill amounts. If the dispute is resolved in favor of the Customer, all disputed charges plus any associated Late Payment Charges will be deleted from the Customer's account. If the dispute is resolved in favor of the Company, all disputed charges plus any associated Late Payment Charges will become due and payable.

6. Late Payments for Agencies and Taxing Districts of the State of Idaho. Under the authority of Idaho Code §67-2302, an agency or taxing district of the State of Idaho has 60 days from the date that the bill is received to pay that bill. If a state agency or taxing district does not pay the bill within the 60-day period, all of the provisions of Idaho Code §67-2302 will apply and the Late Payment Charge as specified in Schedule 66 will be levied against the delinquent account.

Any state agency or taxing district that claims that it falls within the provisions of Idaho Code §67-2302 must notify Idaho Power Company in writing of such claim.

7. Temporary Suspension of Demand. When the Customer is obliged temporarily to suspend operation due to strikes, actions of any governmental authority, acts of God or the public enemy, the Customer may procure a proration of the monthly Billing Demand based upon the period of such suspension by giving immediate written notice to the Company. However, all monthly Minimum Charges and/or obligations will continue to apply as specified in the applicable schedule or a written agreement.

RULE H
NEW SERVICE ATTACHMENTS
AND DISTRIBUTION LINE
INSTALLATIONS OR
ALTERATIONS

This rule applies to requests for electric service under Schedules 1, 4, 5, 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.

1. 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.

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. If, however, in the Company's discretion, it is determined that the additional Connected Load added by the Applicant or Additional Applicant, even though less than 100 kilowatts, is (1) located in a remote location, or (2) a part of a development or project which will add a load greater than 100 kilowatts, the Company will not consider the work necessitated by the load increase to be a Company Betterment.

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.

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.

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

1. Definitions (Continued)

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.

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, 4, 5, or 7 customer attaching to the Company's distribution system.

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

1. Definitions (Continued)

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.

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 percent. General overheads in excess of 1.5 percent will be funded by the Company.

2. 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.

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

2. General Provisions (Continued)

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.

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 L. 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.

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

2. General Provisions (Continued)

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 6.a.

i. 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.

3. 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 be applied to the Line Installation costs for a Subdivision as outlined in Section 4.a.i. Subdividers may recoup their payments only through the refunding provisions under Section 6 of this rule.

| | <u>Maximum Allowance</u> |
|-----------------------------|--|
| <u>Schedules 1, 4, or 5</u> | |
| Non-Electric Heat Residence | Overhead Terminal Facilities + \$1,000 |
| All-Electric Residence | Overhead Terminal Facilities + \$1,300 |
| Non-Residence | Cost of Meter Only |
| Multiple Occupancy Projects | |
| Single Phase | Overhead Terminal Facilities |
| Three Phase | 80% of Terminal Facilities |
| <u>Schedule 7</u> | |
| Single Phase | Overhead Terminal Facilities |
| Three Phase | 80% of Terminal Facilities |
| <u>Schedule 9</u> | |
| Single Phase | \$1,726 |
| Three Phase | 80% of Terminal Facilities |
| <u>Schedule 24</u> | |
| Single Phase | \$1,726 |
| Three Phase | Overhead Terminal Facilities |
| <u>Schedule 19</u> | |
| Case-By-Case | |

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

4. 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.

i. Line Installation Charges Inside Subdivisions. Inside a Residential 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 6.b., but not more than the Work Order Cost less Terminal Facilities. Costs of new facilities outside Subdivisions are subject to Vested Interest Refunds.

Inside a non-Residential Subdivision, the Line Installation Charges are calculated as follows:

| | Maximum Allowance |
|--------------------|------------------------------|
| <u>Schedule 7</u> | |
| Single Phase | Overhead Terminal Facilities |
| Three Phase | 80% of Terminal Facilities |
| <u>Schedule 9</u> | |
| Single Phase | Overhead Terminal Facilities |
| Three Phase | 80% of Terminal Facilities |

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.

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

4. Charges for Line Installations and Additional Charges for Underground Service Attachments (Continued)

Schedules 1, 4, 5 and 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 (Schedules 1,4 and 5 only,
Single Family and Duplex)

c. Vested Interest Charge

Additional Definitions for Section 4.c. and Section 6.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.

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.

i. 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 percent 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.

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

4. Charges for Line Installations and Additional Charges for Underground Service Attachments (Continued)

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.

ii. The Vested Interest Charge will not exceed the sum of the Vested Interests in the Vested Interest Portion.

iii. 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.

5. 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 greater than 16 estimated hours. Estimates equal to or less than 16 hours will be billed to the Applicant or Additional Applicant as part of the construction costs, or after the engineering is completed in instances where construction is not requested. Engineering charges will be calculated at \$50.00 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 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 Section §67-2302 does not pay the engineering charges within the 60-day period as provided in that statute, all the provisions of that statute will apply.

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

5. Other Charges (Continued)

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:

i. Underground - \$140

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

ii. 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.

g. Temporary Service Return Trip Charge. If the conditions stated in Section 5.f. of this rule are not satisfied prior to the Customer's request for temporary service, a Temporary Service Return Trip Charge of \$35.00 will be assessed each time Company personnel are dispatched to the job site, but are unable to connect the service. The charge will be billed after the conditions have been satisfied and the connection has been made.

h. 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 6, if the Unusual Conditions are encountered.

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

5. Other Charges (Continued)

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 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.

i. 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.

j. Underground Service Return Trip Charge. When a residential Customer agrees to supply the trench, backfill, conduit, and compaction for an underground service, an Underground Service Return Trip Charge of \$50.00 will be assessed each time the Company's installation crew is dispatched to the job site at the Customer's request, but is unable to complete the cable installation.

6. Refunds

a. Vested Interest Refunds. The initial Applicant will be eligible to receive up to 80 percent of the original investment as a Vested Interest Refund in accordance with Section 4.c. Refunds will be funded by the Additional Applicant's Vested Interest Charge as calculated in accordance with Section 4.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 6.a.i.(1).

i. Vested Interest Refund Limitations

(1). Except for Rule 6.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.

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

6. Refunds (Continued)

(2). In no circumstance will refunds exceed 100 percent of the refundable portion of any party's cash payment to the Company.

b. Subdivision Refunds

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

ii. 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 within 5 years from the construction completion date of the Line Installation for the Subdivision.

iii. The amount refunded to subdividers of residential Subdivisions will be \$800 per lot, less any additional Line Installation costs required to provide connected service to the lot.

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

i. 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.

ii. The subdivider will not be entitled to refunds under Sections 6.b.ii. and 6.b.iii. Connections within the undeveloped Subdivision will be treated as individual Applicants or Additional Applicants for payment, extension allowance, and refunding purposes.

iii. 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.

iv. Special Arrangements Permitting Deviation from Rule H Refund Provisions – An Applicant and/or Applicants and the Company may mutually agree that a deviation from Rule H refund provisions is reasonable and does not adversely affect other Customers of the Company. A written agreement to deviate from Rule H refund provisions will be prepared and submitted to the Commission. The agreement will not be effective until approved by the Commission.

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

7. 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.

8. 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.

9. 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.

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

9. Local Improvement Districts (Continued)

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.

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

Idaho Power Company
Uniform Distribution Line Installation Agreement

DISTRICT _____ ACCOUNT NO. _____
THIS AGREEMENT Made this _____ day of _____, 20____, 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.

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

Idaho Power Company
Uniform Distribution Line Installation Agreement
(Continued)

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.

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.

W .O. No. _____

Initial Service Date _____

(APPROPRIATE SIGNATURES)

RULE I
BUDGET PAY PLANS

1. Residential Budget Pay Plan - Schedules 1, 4 and 5. A Budget Pay Plan is available to Residential Customers desiring to levelize payments for electric service. If a Customer has more than one electric service on the account, each electric service charge will be levelized individually. A Customer may sign up for the Budget Pay Plan at any time during the year. In order to be eligible for the Budget Pay Plan, the Customer's account must not be in arrears.

The levelized payment will approximate the average of 12 monthly billings based on either the historical charges, or an estimate of future charges. The Budget Pay amount for each electric service on the account will be adjusted to the next higher dollar. Budget Pay amounts will be recalculated at the 12-month (or 365-day) anniversary of the date the Customer began paying the most current Budget Pay amount(s). The new monthly payment will be the recalculated Budget Pay amount(s). A Customer's Budget Pay amount(s) may decrease, increase, or remain the same.

Customers with a negative balance in their Budget Pay Plan account at the time of recalculation will have monthly Budget Pay charges equal to the recalculated Budget Pay amount plus one-twelfth of the negative balance. At the Customer's request, a negative balance may be paid in full. Customers with a positive balance in their Budget Pay Plan account at the time of recalculation, or upon termination of the agreement after all charges for services have been paid, will be refunded at the Customer's request. If no request for refund is made, the monthly Budget Pay charges will be equal to the recalculated Budget Pay amount reduced by one-twelfth of the positive balance. Upon the Customer's request, a positive balance for one Budget Pay electric service may be transferred to the balance of another Budget Pay electric service on the account.

Any estimates furnished by the Company with such Budget Pay Plan should not be construed as a guarantee that the total actual charges will not exceed the estimates. The Company, because of rate changes or other requirements, may at any time submit a revised estimate to the Customer and require that the Customer pay the revised monthly Budget Pay installment as a condition to the continuation of the Budget Pay Plan for the Customer.

The Budget Pay amount(s) will be billed on the regular service bill each month. Once established, the Budget Pay Plan will remain in effect from year to year until the Customer notifies the Company not less than 30 days prior to the desired date of cancellation or unless the Customer fails to pay the agreed amounts.

2. Small General Service Budget Pay Plan - Schedule 7. A Budget Pay Plan is available to Small General Service Customers receiving service on Schedule 7. If a Customer has more than one electric service on the account, each electric service charge will be levelized individually. If a Customer transfers to another schedule (other than Schedules 1, 4 or 5), the Budget Pay Plan will not be available. A Customer may sign up for the Budget Pay Plan at any time during the year.

In order to qualify, the Customer must have been receiving service at the same location, under the same ownership and account number, and with all monthly billings paid on or before the past due date for at least 12 months prior to applying for the Budget Pay Plan. The Customer must maintain the payment status as described above or the Customer will be removed from the Budget Pay Plan on the next monthly billing and all past due balances will become immediately due and payable.

RULE I
BUDGET PAY PLANS
(Continued)

2. Small General Service Budget Pay Plan - Schedule 7 (Continued)

The levelized payment will approximate the average of 12 monthly billings based on historical charges. Budget Pay amounts will be recalculated at the 12-month (or 365-day) anniversary of the date the Customer began paying the most current Budget Pay amount(s). The Budget Pay amount for each electric service on the account will be adjusted to the next higher dollar. The new monthly payment will be the recalculated Budget Pay amount(s). A Customer's Budget Pay amount(s) may decrease, increase, or remain the same.

Customers with a negative balance in their Budget Pay Plan account at the time of recalculation will have monthly Budget Pay charges equal to the recalculated Budget Pay amount plus one-twelfth of the negative balance. At the Customer's request, a negative balance may be paid in full. Customers with a positive balance in their Budget Pay Plan account at the time of recalculation, or upon termination of the agreement after all charges for services have been paid, will be refunded at the Customer's request. If no request for refund is made, the monthly Budget Pay charges will be equal to the recalculated Budget Pay amount reduced by one-twelfth of the positive balance. Upon the Customer's request, a positive balance for one Budget Pay electric service may be transferred to the balance of another Budget Pay electric service on the account.

Any estimates furnished by the Company with such Budget Pay Plan should not be construed as a guarantee that the total actual charges will not exceed the estimates. The Company, because of rate changes or other requirements, may at any time submit a revised estimate to the Customer and require that the Customer pay the revised monthly Budget Pay installment as a condition to the continuation of the Budget Pay Plan for the Customer.

The Budget Pay amount(s) will be billed on the regular service bill each month. Once established, the Budget Pay Plan will remain in effect from year to year until the Customer notifies the Company not less than 30 days prior to the desired date of cancellation or unless the Customer fails to pay the agreed amounts.

RULE J
CONTINUITY, CURTAILMENT AND
INTERRUPTION OF ELECTRIC
SERVICE

1. Electric Service is inherently subject to occasional interruption, suspension, curtailment, and fluctuation. The Company will have no liability to its Customers or any other persons for any interruption, suspension, curtailment, or fluctuation in service or for any loss or damage caused thereby if such interruption, suspension, curtailment, or fluctuation results from any of the following:

a. Causes beyond the Company's reasonable control including, but not limited to, fire, flood, drought, winds, acts of the elements, court orders, insurrections or riots, generation failures, lack of sufficient generating capacity, breakdowns of or damage to facilities of the Company or of third parties, acts of God or public enemy, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which the Company's system is interconnected, and acts or omissions of third parties;

b. Repair, maintenance, improvement, renewal or replacement work on the Company's electrical system, which work in the sole judgment of the Company is necessary or prudent; to the extent practicable work shall be done at such time as will minimize inconvenience to the Customer and, whenever practicable, the Customer shall be given reasonable notice of such work;

c. Actions taken by the Company, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of the Company's electrical system or any electrical system with which it is inter-connected, which actions may occur automatically or manually.

2. Load curtailment and interruption carried out in compliance with an order by governmental authority shall follow the Company's plan entitled "Load Curtailment and Interruption Procedure", as filed with and approved by the Commission.

3. The provisions of this rule do not affect any persons rights in tort.

RULE K
CUSTOMER'S LOAD AND
OPERATIONS

1. Interference with Service. The Company reserves the right to refuse to supply loads of a character that may seriously impair service to any other Customers, or may disconnect existing service if it is seriously impairing service to any other Customers. In the case of pump hoist or elevator motors, welders, furnaces, compressors, and other installations of like character where the use of electricity is intermittent, subject to voltage fluctuations, voltage notching or draws a nonsinusoidal (harmonically distorted) load current, the Company may require the Customer to provide equipment, at the Customer's expense, to reasonably limit such fluctuations.

2. Practices and Requirements for Harmonic Control. Customers are required to comply with the *Practices and Requirements for Harmonic Control in Electric Power Systems* as set forth in the current Institute of Electrical and Electronic Engineers (IEEE) Standard 519. The values indicated by IEEE Standard 519 apply at the point where the Company's equipment interfaces with the Customer's equipment.

3. Change of Load Characteristic. The Customer shall give the Company prior notice before making any significant change in either the amount or electrical character of the Customer's electrical load thereby allowing the Company to determine if any changes are needed in the Company's equipment or distribution system. The Customer may be held liable for damages to the Company's equipment resulting from the Customer's failure to provide said notice of change in electrical load.

4. Protection of Electrical Equipment. The Customer is solely responsible for the selection, installation, and maintenance of all electrical equipment and wiring (other than the Company's meters and apparatus) on the load side of the Point of Delivery. The Customer should provide adequate protection for equipment, data, operations, work and property under his control from system disturbances such as (a) high and low voltage, (b) surges, harmonics, and transients in voltage, and (c) overcurrent. For unidirectional and three-phase equipment, the Customer should provide adequate protection from "single phasing conditions", reversal of phase rotation, and phase unbalance.

5. Motor Installations. The Company reserves the right to refuse single phase service to motors larger than 7 ½ horsepower.

a. Motor Connection. All motor installations greater than 7 ½ horsepower (HP) must be approved by the Company to determine how the motor's connection will affect the Company's system. Changes to Company facilities necessary to address the effects of, but not limited to, flicker, voltage balance, voltage level, or reactive power may be at the Customer's expense.

RULE K
CUSTOMER'S LOAD AND
OPERATIONS
(Continued)

5. Motor Installations (Continued)

b. Allowable Motor Starting Currents. The starting currents (as determined by tests or based on published data by manufacturers) of alternating current motors will not exceed the allowable locked rotor current values shown in the following table, corrections being allowed to compensate for the difference between the voltage supply at the motor terminals and its rated voltage. If the starting current of the motor exceeds the locked rotor current value indicated by the table below, a starter must be used or other means employed to limit the starting current to the locked rotor current value specified, except that such starting equipment may be omitted by written permission of the Company where the absence of such starting equipment will not cause objectionable voltages. Maximum permissible locked rotor current values in the following table apply to a single motor installation. Starters may be omitted on the smaller motors of an installation consisting of more than one motor when their omission will not result in a current in excess of the allowable locked rotor current of the single largest motor of the group.

| Allowable Locked Rotor Currents* | | | | | | |
|----------------------------------|-----------------------|----------|--------------------|----------|----------|---------------|
| Rated Size HP | Single-Phase Motors | | Three-Phase Motors | | | |
| | 208 Volt | 240 Volt | 208 Volt | 240 Volt | 480 Volt | Over 480 Volt |
| | Starting Amps Allowed | | | | | |
| 7.5 | 127 | 110 | | | | |
| 10 | | | 163 | 141 | 71 | |
| 15 | | | 227 | 197 | 99 | |
| 20 | | | 288 | 250 | 125 | |
| 25 | | | 351 | 304 | 152 | |
| 30 | | | 415 | 360 | 180 | |
| 40 | | | 438 | 380 | 190 | |
| 50 | | | 462 | 400 | 200 | |
| 60 | | | 554 | 480 | 240 | |
| 75 | | | 692 | 600 | 300 | |
| Over 75 | | | | | | |

*Note: If no value is shown, Company approval of the locked rotor current is required prior to motor installation.

RULE L
DEPOSITS

1. Residential and Small Commercial Customers. Unless otherwise specified in another rule, the Company's practices relating to deposits are governed by the Utility Customer Relations Rules (UCRR) of the Idaho Public Utilities Commission, in effect at the time the event occurred which required application of the UCRR.

2. Large Commercial and Special Contract Customers. The Company may require a deposit from Large Commercial or Special Contract Customers as follows:

a. Existing Customers. A deposit may be required for failure to pay the amount due on or before the date the bill is delinquent or the risk of future loss is evident based on the Customer's current commercial credit rating.

b. Applicants. A deposit may be required under the following conditions:

i. If the nature of the applicant's business is speculative or subject to a high rate of failure; or

ii. The applicant is applying for service with the Company for the first time; or

iii. The applicant has an outstanding prior service account with the Company that accrued within the last four years and at the time of application for service remains unpaid and not in dispute; or

iv. The applicant fails to pass an objective commercial credit screen.

c. Written Explanation for Denial of Service or Requirement of Deposit. If the Company denies service or requires a cash deposit as a condition of providing or continuing service, then it will immediately provide a written explanation to the applicant or Customer stating the reasons why it denies service or requires a deposit. The applicant or Customer will be given an opportunity to rebut those reasons.

d. Amount of Deposit. The amount of the deposit shall not exceed two times the Customer's or applicant's actual or estimated highest monthly bill. The deposit may be paid in two equal installments; the first installment must be paid at the time of the application for service or upon notice from the Company to existing customers, and the second installment must be paid within 30 days.

e. Interest on Deposits. Interest on deposits held by the Company shall be accrued at the rate established by the Commission specified in IDAPA 31.21.01 Rule 106. Interest shall be computed from the time the deposit is made until it is refunded or applied to the Customer's regular bill. Interest will not accrue on a deposit if service is discontinued temporarily at the request of a Customer who leaves the deposit with the Company for future use as a deposit, or if service has been permanently discontinued and the Company has been unsuccessful in its attempt to refund a deposit.

RULE L
DEPOSITS
(Continued)

2. Large Commercial and Special Contract Customers (Continued)

f. Retention During Dispute. The Company may retain the deposit pending the resolution of a dispute over termination of service. If the deposit is later returned to the Customer, the Company shall pay interest at the annual rates established in IDAPA 31.21.01 Rule 106 for the entire period over which the deposit was held.

g. Transfer of Deposit. Deposits shall not be transferred from one Customer to another Customer or between classes of service, except at the Customer's request. When a Customer with a deposit on file transfers service to a new location within the Company's service area, the deposit and any outstanding balance shall be transferred to the account for the new location.

h. Bankrupt Customers. If an applicant for service or a Customer has sought any form of relief under the Federal Bankruptcy Laws, has been brought within the jurisdiction of the bankruptcy court for any reason in an involuntary manner, or has had a receiver appointed in a state court proceeding, then a deposit may be required as a condition of service.

i. Refunding Deposits. The Company will retain deposits for a minimum of twelve calendar months. If the Customer has established good credit with the Company at the end of twelve months, the original deposit amount along with any accrued interest will be applied as a credit to the Customer's current account or refunded. Whenever a Customer does not establish good credit with the Company at the end of the first twelve months, the deposit will be retained and the Customer's credit history will be evaluated every twelve months until good credit has been established.

SCHEDULE 1
RESIDENTIAL SERVICE

AVAILABILITY

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 adjacent to the Premises to be served, and additional investment by the Company for new transmission, substation or terminal facilities is not necessary to supply the desired service.

APPLICABILITY

Service under this schedule is applicable to Electric Service required for residential service Customers for general domestic uses, including single phase motors of 7½ horsepower rating or less, subject to the following conditions:

1. When a portion of a dwelling is used regularly for business, professional or other gainful purposes, or when service is supplied in whole or in part for business, professional, or other gainful purposes, the Premises will be classified as non-residential and the appropriate general service schedule will apply. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this schedule will be applied to such service.
2. Whenever the Customer's equipment does not conform to the Company's specifications for service under this schedule, service will be supplied under the appropriate General Service Schedule.
3. This schedule is not applicable to standby service, service for resale, or shared service.

TYPE OF SERVICE

The type of service provided under this schedule is single phase, alternating current at approximately 120 or 240 volts and 60 cycles, supplied through one meter at one Point of Delivery. Upon request by the owner of multi-family dwellings, the Company may provide 120/208 volt service for multi-family dwellings when all equipment is U L approved to operate at 120/208 volts.

WATER HEATING

Electric storage water heating equipment shall conform to specifications of the Underwriters' Laboratories, Inc., and the Company and its installation shall conform to all National, State, and Municipal Codes and may be equipped with one or two heating units. No single heating unit shall exceed 6 kW; and where two heating units are used in a single tank, these units shall be so interlocked that not more than 6 kW can be connected at any one time.

SCHEDULE 1
RESIDENTIAL SERVICE
(Continued)

RESIDENTIAL SPACE HEATING

All space heating equipment to be served by the Company's system shall be single-phase equipment approved by Underwriters' Laboratories, Inc., and the equipment and its installation shall conform to all National, State and Municipal Codes and to the following:

Individual resistance-type units for space heating larger than 1,650 watts shall be designed to operate at 240 or 208 volts, and no single unit shall be larger than 6 kW. Heating units of 2 kW or larger shall be controlled by approved thermostatic devices. When a group of heating units, with a total capacity of more than 6 kW, is to be actuated by a single thermostat, the controlling switch shall be so designed that not more than 6 kW can be switched on or off at any one time. Supplemental resistance-type heaters, that may be used with a heat exchanger, shall comply with the specifications listed above for such units.

SUMMER AND NON-SUMMER SEASONS

The summer season begins on June 1 of each year and ends on August 31 of each year. The non-summer season begins on September 1 of each year and ends on May 31 of each year.

MONTHLY CHARGE

The Monthly Charge is the sum of the Service Charge, the Energy Charge, and the Power Cost Adjustment at the following rates:

| | <u>Summer</u> | <u>Non-summer</u> |
|---------------------------------|---------------|-------------------|
| Service Charge, per month | \$4.00 | \$4.00 |
| Energy Charge, per kWh | | |
| First 300 kWh | 5.6875¢ | 5.6875¢ |
| All Additional kWh | 6.4012¢ | 5.6875¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Service Charge, the Energy Charge, and the Power Cost Adjustment.

PAYMENT

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

SCHEDULE 4
RESIDENTIAL SERVICE
ENERGY WATCH PROGRAM
(OPTIONAL)

AVAILABILITY

Service under this schedule is available at points on the Company's interconnected system to residential Customers in the Emmett Valley where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, additional investment by the Company for new transmission, substation or terminal facilities is not necessary to supply the desired service, and Advanced Meter Reading (AMR) equipment is installed. For the purposes of this schedule, the Emmett Valley is considered to be the area within the vicinity of the cities of Emmett and Letha, Idaho.

The Residential Service Energy Watch Program is an optional, voluntary service that provides residential Customers the option to take electric service with a critical peak pricing component.

APPLICABILITY

Service under this schedule is applicable to Customers whose metered energy usage equals or exceeds 300 kWh for each of the most recent 12 consecutive Billing Periods or, where the Customer has been receiving service for less than 12 months, for each of the available Billing Periods. Where the Customer's Billing Period is less than 27 days or greater than 36 days, the energy usage will be prorated to 30 days for purposes of determining eligibility under this schedule. The Company shall have the right to select and reject Program participants at its sole discretion.

Service under this schedule is applicable to Electric Service required for residential service Customers for general domestic uses, including single phase motors of 7½ horsepower rating or less, subject to the following conditions:

1. When a portion of a dwelling is used regularly for business, professional or other gainful purposes, or when service is supplied in whole or in part for business, professional, or other gainful purposes, the Premises will be classified as non-residential and the appropriate general service schedule will apply. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this schedule will be applied to such service.
2. Whenever the Customer's equipment does not conform to the Company's specifications for service under this schedule, service will be supplied under the appropriate General Service Schedule.
3. This schedule is not applicable to standby service, service for resale, or shared service.

TYPE OF SERVICE

The type of service provided under this schedule is single phase, alternating current at approximately 120 or 240 volts and 60 cycles, supplied through one meter at one Point of Delivery. Upon request by the owner of multi-family dwellings, the Company may provide 120/208 volt service for multi-family dwellings when all equipment is U L approved to operate at 120/208 volts.

SCHEDULE 4
RESIDENTIAL SERVICE
ENERGY WATCH PROGRAM
(OPTIONAL)
(Continued)

WATER HEATING

Electric storage water heating equipment shall conform to specifications of the Underwriters' Laboratories, Inc., and the Company and its installation shall conform to all National, State, and Municipal Codes and may be equipped with one or two heating units. No single heating unit shall exceed 6 kW; and where two heating units are used in a single tank, these units shall be so interlocked that not more than 6 kW can be connected at any one time.

RESIDENTIAL SPACE HEATING

All space heating equipment to be served by the Company's system shall be single phase equipment approved by Underwriters' Laboratories, Inc., and the equipment and its installation shall conform to all National, State and Municipal Codes and to the following:

Individual resistance-type units for space heating larger than 1,650 watts shall be designed to operate at 240 or 208 volts, and no single unit shall be larger than 6 kW. Heating units of two kW or larger shall be controlled by approved thermostatic devices. When a group of heating units, with a total capacity of more than 6 kW, is to be actuated by a single thermostat, the controlling switch shall be so designed that not more than 6 kW can be switched on or off at any one time. Supplemental resistance-type heaters, that may be used with a heat exchanger, shall comply with the specifications listed above for such units.

ENERGY WATCH EVENT

An Energy Watch Event is a four-hour period between the hours of 5:00 p.m. and 9:00 p.m. on weekdays, excluding Independence Day when it falls on a weekday, between June 15 and August 15. During an Energy Watch Event the price per kWh is set at a higher level than the price per kWh at all other hours in order to provide a price signal for Customers to shift energy usage off of the four-hour period. The Company will declare an Energy Watch Event at its sole discretion. No more than 10 Energy Watch Events will be declared between June 15 and August 15, for a total of no more than 40 Energy Watch Event hours. The Company will contact Customers taking service under this schedule by 4:00 p.m. the day before an Energy Watch Event is to occur.

SUMMER AND NON-SUMMER SEASONS

The summer season begins on June 1 of each year and ends on August 31 of each year. The non-summer season begins on September 1 of each year and ends on May 31 of each year.

SCHEDULE 4
RESIDENTIAL SERVICE
ENERGY WATCH PROGRAM
(OPTIONAL)
(Continued)

MONTHLY CHARGES

The Monthly Charge is the sum of the Service Charge, the Energy Charge, and the Power Cost Adjustment at the following rates:

| | <u>Summer</u> | <u>Non-summer</u> |
|---------------------------------|---------------|-------------------|
| Service Charge, per month | \$4.00 | \$4.00 |
| Energy Charge, per kWh | | |
| Energy Watch Event hours | 20.0000¢ | n/a |
| All other hours | 5.6875¢ | 5.6875¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Service Charge, the Energy Charge, and the Power Cost Adjustment.

PAYMENT

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

SCHEDULE 5
RESIDENTIAL SERVICE
TIME-OF-DAY PROGRAM
(OPTIONAL)

AVAILABILITY

Service under this schedule is available at points on the Company's interconnected system to residential Customers in the Emmett Valley where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, additional investment by the Company for new transmission, substation or terminal facilities is not necessary to supply the desired service, and Advanced Meter Reading (AMR) equipment is installed. For the purposes of this schedule, the Emmett Valley is considered to be the area within the vicinity of the cities of Emmett and Letha, Idaho.

The Residential Service Time-of-Day Program is an optional, voluntary service that provides residential Customers the option to take electric service with seasonal time-of-day energy rates.

APPLICABILITY

Service under this schedule is applicable to Customers whose metered energy usage equals or exceeds 300 kWh for each of the most recent 12 consecutive Billing Periods or, where the Customer has been receiving service for less than 12 months, for each of the available Billing Periods. Where the Customer's Billing Period is less than 27 days or greater than 36 days, the energy usage will be prorated to 30 days for purposes of determining eligibility under this schedule. The Company shall have the right to select and reject Program participants at its sole discretion.

Service under this schedule is applicable to Electric Service required for residential service Customers for general domestic uses, including single phase motors of 7½ horsepower rating or less, subject to the following conditions:

1. When a portion of a dwelling is used regularly for business, professional or other gainful purposes, or when service is supplied in whole or in part for business, professional, or other gainful purposes, the Premises will be classified as non-residential and the appropriate general service schedule will apply. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this schedule will be applied to such service.
2. Whenever the Customer's equipment does not conform to the Company's specifications for service under this schedule, service will be supplied under the appropriate General Service Schedule.
3. This schedule is not applicable to standby service, service for resale, or shared service.

TYPE OF SERVICE

The type of service provided under this schedule is single phase, alternating current at approximately 120 or 240 volts and 60 cycles, supplied through one meter at one Point of Delivery. Upon request by the owner of multi-family dwellings, the Company may provide 120/208 volt service for multi-family dwellings when all equipment is U L approved to operate at 120/208 volts.

SCHEDULE 5
RESIDENTIAL SERVICE
TIME-OF-DAY PROGRAM
(OPTIONAL)
(Continued)

WATER HEATING

Electric storage water heating equipment shall conform to specifications of the Underwriters' Laboratories, Inc., and the Company and its installation shall conform to all National, State, and Municipal Codes and may be equipped with one or two heating units. No single heating unit shall exceed 6 kW; and where two heating units are used in a single tank, these units shall be so interlocked that not more than 6 kW can be connected at any one time.

RESIDENTIAL SPACE HEATING

All space heating equipment to be served by the Company's system shall be single phase equipment approved by Underwriters' Laboratories, Inc., and the equipment and its installation shall conform to all National, State and Municipal Codes and to the following:

Individual resistance-type units for space heating larger than 1,650 watts shall be designed to operate at 240 or 208 volts, and no single unit shall be larger than 6 kW. Heating units of two kW or larger shall be controlled by approved thermostatic devices. When a group of heating units, with a total capacity of more than 6 kW, is to be actuated by a single thermostat, the controlling switch shall be so designed that not more than 6 kW can be switched on or off at any one time. Supplemental resistance-type heaters, that may be used with a heat exchanger, shall comply with the specifications listed above for such units.

SUMMER AND NON-SUMMER SEASONS

The summer season begins on June 1 of each year and ends on August 31 of each year. The non-summer season begins on September 1 of each year and ends on May 31 of each year.

TIME PERIODS

The time periods are defined as follows. All times are stated in Mountain Time.

Summer Season

- On-Peak: 1:00 p.m. to 9:00 pm. Monday through Friday, except for Independence Day when it falls on a weekday
- Mid -Peak: 7:00 a.m. to 1:00 p.m. Monday through Friday, except for Independence Day when it falls on a weekday
- Off-Peak: 9:00 p.m. to 7:00 a.m. all days and all hours on Saturday, Sunday, and Independence Day.

Non-summer Season

There are no time-of-day blocks in the Non-summer.

SCHEDULE 5
RESIDENTIAL SERVICE
TIME-OF-DAY PROGRAM
(OPTIONAL)
(Continued)

MONTHLY CHARGE

The Monthly Charge is the sum of the Service Charge, the Energy Charge, and the Power Cost Adjustment at the following rates:

| | <u>Summer</u> | <u>Non-summer</u> |
|---------------------------------|---------------|-------------------|
| Service Charge, per month | \$4.00 | \$4.00 |
| Energy Charge, per kWh | | |
| On-Peak | 8.7308¢ | n/a |
| Mid-Peak | 6.4013¢ | n/a |
| Off-Peak | 4.7329¢ | n/a |
| All Non-summer Hours | n/a | 5.6875¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Service Charge, the Energy Charge, and the Power Cost Adjustment.

PAYMENT

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

SCHEDULE 7
SMALL GENERAL SERVICE

AVAILABILITY

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 adjacent to the Premises to be served, and additional investment by the Company for transmission, substation, or terminal facilities is not necessary to supply the desired service.

APPLICABILITY

Service under this schedule is applicable to Electric Service supplied to a Customer at one Point of Delivery and measured through one meter. This schedule is applicable to Customers whose metered energy usage is 2,000 kWh, or less, per Billing Period for ten or more Billing Periods during the most recent 12 consecutive Billing Periods. When the Customer's Billing Period is less than 27 days or greater than 36 days, the energy usage will be prorated to 30 days for purposes of determining eligibility under this schedule. Customers whose metered energy usage exceeds 2,000 kWh per Billing Period on an actual or prorated basis three times during the most recent 12 consecutive Billing Periods are not eligible for service under this schedule and will be automatically transferred to the applicable schedule effective with the next Billing Period. New customers may initially be placed on this schedule based on estimated usage.

This schedule is also applicable to non-profit or tax supported ball fields, fairgrounds or rodeo grounds with high demands and intermittent use exceeding 2,000 kWh per month. This schedule is not applicable to standby service, service for resale, shared service, to individual or multiple family dwellings first served through one meter after February 9, 1982, or to agricultural irrigation service after October 31, 2004.

TYPE OF SERVICE

The type of service provided under this schedule is single and/or three-phase, at approximately 60 cycles and at the standard service voltage available at the Premises to be served.

SUMMER AND NON-SUMMER SEASONS

The summer season begins on June 1 of each year and ends on August 31 of each year. The non-summer season begins on September 1 of each year and ends on May 31 of each year.

SCHEDULE 7
SMALL GENERAL SERVICE
 (Continued)

MONTHLY CHARGE

The Monthly Charge is the sum of the Service Charge, the Energy Charge, and the Power Cost Adjustment at the following rates:

| | <u>Summer</u> | <u>Non-summer</u> |
|---------------------------------|---------------|-------------------|
| Service Charge, per month | \$4.00 | \$4.00 |
| Energy Charge, per kWh | | |
| First 300 kWh | 7.5973¢ | 7.5973¢ |
| All Additional kWh | 8.5557¢ | 7.5973¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Service Charge, the Energy Charge, and the Power Cost Adjustment.

PAYMENT

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

SCHEDULE 9
LARGE GENERAL SERVICE

AVAILABILITY

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 adjacent to the Premises to be served and additional investment by the Company for new transmission, substation, or terminal facilities is not necessary to supply the desired service.

APPLICABILITY

Service under this schedule is applicable to firm Electric Service supplied to a Customer at one Point of Delivery and measured through one meter. This schedule is applicable to Customers whose metered energy usage exceeds 2,000 kWh per Billing Period for a minimum of three Billing Periods during the most recent 12 consecutive Billing Periods and whose metered Demand per Billing Period has not equaled or exceeded 1,000 kW more than twice during the most recent 12 consecutive Billing Periods. This schedule will remain applicable until the Customer's metered Demand per Billing Period has exceeded 1,000 kW more than twice during the most recent 12 consecutive Billing Periods. Where the Customer's Billing Period is less than 27 days or greater than 36 days, the metered energy usage will be prorated to 30 days for purposes of determining eligibility under this schedule. Customers who do not meet the eligibility requirements for continued service under this schedule will be automatically transferred to the applicable schedule effective with the next Billing Period. New customers may initially be placed on this schedule based on estimated usage.

This schedule is not applicable to standby service, service for resale, shared service, to individual or multiple family dwellings first served through one meter after February 9, 1982, or to agricultural irrigation service after October 31, 2004.

TYPE OF SERVICE

The type of service provided under this schedule is single-and/or three-phase, at approximately 60 cycles and at the standard service voltage available at the Premises to be served.

BASIC LOAD CAPACITY

The Basic Load Capacity is the average of the two greatest non-zero monthly Billing Demands established during the 12-month period which includes and ends with the current Billing Period.

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.

SCHEDULE 9
LARGE GENERAL SERVICE
(Continued)

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.

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

Where the Customer's Power Factor is less than 90 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 90 percent and dividing by the actual Power Factor.

SUMMER AND NON-SUMMER SEASONS

The summer season begins on June 1 of each year and ends on August 31 of each year. The non-summer season begins on September 1 of each year and ends on May 31 of each year.

MONTHLY CHARGE

The Monthly Charge is the sum of the Service, the Basic, the Demand, the Energy, the Power Cost Adjustment, and the Facilities Charges at the following rates:

SCHEDULE 9
LARGE GENERAL SERVICE
(Continued)

MONTHLY CHARGE (Continued)

| <u>SECONDARY SERVICE</u> | <u>Summer</u> | <u>Non-summer</u> |
|---|---------------|-------------------|
| Service Charge, per month | \$15.00 | \$15.00 |
| Basic Charge, per kW of Basic Load Capacity | | |
| First 20 kW | \$0.00 | \$0.00 |
| All Additional kW | \$0.77 | \$0.77 |
| Demand Charge, per kW of Billing Demand | | |
| First 20 kW | \$0.00 | \$0.00 |
| All Additional kW | \$4.00 | \$2.97 |
| Energy Charge, per kWh | | |
| First 2,000 kWh | 7.7554¢ | 6.9177¢ |
| All Additional kWh | 3.3223¢ | 2.9635¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

Facilities Charge

None.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Service Charge, the Basic Charge, the Demand Charge, the Energy Charge, and the Power Cost Adjustment.

| <u>PRIMARY SERVICE</u> | <u>Summer</u> | <u>Non-summer</u> |
|--|---------------|-------------------|
| Service Charge, per month | \$300.00 | \$300.00 |
| Basic Charge, per kW of Basic Load Capacity | \$0.98 | \$0.98 |
| Demand Charge, per kW of Billing Demand | \$3.92 | \$3.11 |
| Energy Charge, per kWh | 3.0554¢ | 2.7364¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

SCHEDULE 9
LARGE GENERAL SERVICE
(Continued)

MONTHLY CHARGE (Continued)

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 Service Charge, the Basic Charge, the Demand Charge, the Energy Charge, the Power Cost Adjustment, and the Facilities Charge.

| <u>TRANSMISSION SERVICE</u> | <u>Summer</u> | <u>Non-summer</u> |
|--|---------------|-------------------|
| Service Charge, per month | \$300.00 | \$300.00 |
| Basic Charge, per kW of Basic Load Capacity | \$0.51 | \$0.51 |
| Demand Charge, per kW of Billing Demand | \$3.85 | \$3.05 |
| Energy Charge, per kWh | 2.9830¢ | 2.6855¢ |
| Power Cost Adjustment* | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

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 Service Charge, the Basic Charge, the Demand Charge, the Energy Charge, the Power Cost Adjustment, and the Facilities Charge.

PAYMENT

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

SCHEDULE 15
DUSK TO DAWN CUSTOMER
LIGHTING

AVAILABILITY

Service under this schedule is available to commercial institutions, industrial plants and residential Customers presently served from the Company's interconnected system within the State of Idaho, where existing overhead secondary distribution facilities of adequate capacity, phase and voltage are presently available adjacent to the Premises to be lighted.

APPLICABILITY

Service under this schedule is applicable to Electric Service provided for the outdoor dusk to dawn lighting of commercial, industrial and residential Customer grounds, yards, driveways and Premises by means of a Company-owned luminary mounted on an existing Company pole with a support bracket and automatically controlled by a photoelectric relay. At the request of a Customer, but at the sole discretion of the Company, a luminary may be mounted on a Customer-owned support acceptable to the Company. The type and kind of fixtures and supports will be in accordance with the Company's specifications.

CHARACTER OF SERVICE

The facilities required for supplying service, including fixture, lamp, control relay and support bracket for mounting on an existing Company pole with secondary service or, at the request of a Customer and at the Company's sole discretion, on a Customer-owned support acceptable to the Company, are supplied, installed, owned and maintained by the Company in accordance with the Company's standards and specifications. All necessary repairs and maintenance work, including lamp renewal, will be performed by the Company only during the regularly scheduled working hours of the Company, and the Company shall be allowed 72 hours following notification by the Customer for replacing any burned out lamps. Lamps are energized each night from 20 minutes after sunset until 20 minutes before sunrise, thereby providing approximately 4,059 hours of Premises lighting per year. The Company retains the right, but not the obligation, to terminate and remove service from a Customer-owned support at any time.

If the Customer requests that the Company install a Company-owned luminary on a Customer-owned support, the Customer, through its request, agrees to permit the Company and its representatives reasonable access onto and across the Customer's property for the purposes of installing, maintaining and removing the luminary. In addition, the Customer voluntarily agrees to release the Company (including its directors, officers, employees, agents, parent company, affiliates, successors and assigns) from all liability, loss, claims or actions for injury, death, expenses (including, but not limited to, reasonable attorney fees and court costs) or damage to person or property resulting from the Company's installation, maintenance and removal of the luminary located on a Customer-owned support. The Customer also agrees to indemnify and hold harmless the Company from any liability, claim, loss, action or expense (including, but not limited to, reasonable attorney fees and court costs) asserted against or incurred by the Company for damages arising out of actions or inactions of the Customer and the Customer's employees, agents, representatives or others acting on their behalf.

SCHEDULE 15
DUSK TO DAWN CUSTOMER
LIGHTING
(Continued)

NEW FACILITIES

Where facilities of the Company are not presently available for a lamp installation which will provide satisfactory lighting service for the Customer's Premises, the Company may install overhead or underground secondary service facilities, including secondary conductor, poles, anchors, etc., a distance not to exceed 300 feet to supply the desired service, all in accordance with the charges specified below.

MONTHLY CHARGES

1. Monthly per unit charges on existing facilities:

AREA LIGHTING

| High Pressure Sodium Vapor | Average Lumens | Base Rate | Power Cost Adjustment* |
|-------------------------------|-------------------|--------------|---------------------------|
| 100 Watt | 8,550 | \$ 6.03 | \$0.082246 |
| 200 Watt | 19,800 | \$ 9.78 | \$0.164492 |
| 400 Watt | 45,000 | \$15.63 | \$0.331403 |

FLOOD LIGHTING

| High Pressure Sodium Vapor | Average Lumens | Base Rate | Power Cost Adjustment* |
|-------------------------------|-------------------|--------------|---------------------------|
| 200 Watt | 19,800 | \$11.90 | \$0.164492 |
| 400 Watt | 45,000 | \$17.76 | \$0.331403 |
| <u>Metal Halide</u> | | | |
| 400 Watt | 28,800 | \$19.84 | \$0.331403 |
| 1000 Watt | 88,000 | \$36.18 | \$0.827298 |

*This Power Cost Adjustment is computed as provided in Schedule 55.

2. For New Facilities Installed Before June 1, 2004: The Monthly Charge for New Facilities installed prior to June 1, 2004, such as overhead secondary conductor, poles, anchors, etc., shall be 1.75 percent of the estimated installed cost thereof.

3. For New Facilities Installed On or After June 1, 2004: The non-refundable charge for New Facilities to be installed, such as underground service, overhead secondary conductor, poles, anchors, etc., shall be equal to the work order cost.

PAYMENT

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

SCHEDULE 19
LARGE POWER SERVICE

AVAILABILITY

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.

APPLICABILITY

Service under this schedule is applicable to and mandatory for Customers who register a metered Demand of 1,000 kW or more per Billing Period for three or more Billing Periods during the most recent 12 consecutive Billing Periods. Customers whose initial usage, based on information provided by the Customer, is expected to be 1,000 kW or more per Billing Period for three or more Billing Periods during 12 consecutive Billing Periods may, at the Customer's request, take service under this schedule prior to meeting the metered Demand criterion. This schedule will remain applicable until the Customer fails to register a metered demand of 1,000 kW or more per Billing Period for three or more Billing Periods during the most recent 12 consecutive Billing Periods.

Deliveries at more than one Point of Delivery or more than one voltage will be separately metered and billed. 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 or other standby agreement with the Company, or to multi-family dwellings.

Contract Option. Customers for which this schedule is applicable may optionally take service under a mutually agreed upon individual special contract between the Customer and the Company provided the Customer contracts for firm electric Demand of 10,000 kW to 25,000 kW and the special contract terms, conditions, and rates are approved by the Idaho Public Utilities Commission without change or condition.

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)

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.

ON-PEAK BILLING DEMAND

The On-Peak Billing Demand is the average kW supplied during the 15-minute period of maximum use during the Billing Period for the On-Peak time period.

TIME PERIODS

The time periods are defined as follows. All times are stated in Mountain Time.

Summer Season

On-Peak: 1:00 p.m. to 9:00 p.m. Monday through Friday, except holidays
Mid-Peak: 7:00 a.m. to 1:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays, and 7:00 a.m. to 11:00 p.m. Saturday and Sunday, except holidays
Off-Peak: 11:00 p.m. to 7:00 a.m. Monday through Sunday and all hours on holidays

Non-summer Season

Mid-Peak: 7:00 a.m. to 11:00 p.m. Monday through Saturday, except holidays
Off-Peak: 11:00 p.m. to 7:00 a.m. Monday through Saturday and all hours on Sunday and holidays

The holidays observed by the Company are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When New Year's Day, Independence Day, or Christmas Day falls on a Sunday, the Monday immediately following that Sunday will be considered a holiday.

SUMMER AND NON-SUMMER SEASONS

The summer season begins on June 1 of each year and ends on August 31 of each year. The non-summer season begins on September 1 of each year and ends on May 31 of each year.

SCHEDULE 19
LARGE POWER SERVICE
(Continued)

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.

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 90 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 90 percent and dividing by the actual Power Factor.

TEMPORARY SUSPENSION

When a Customer has properly invoked Rule G, Temporary Suspension of Demand, the Basic Load Capacity, the Billing Demand, and the On-Peak Billing Demand shall be prorated based on the period of such suspension in accordance with Rule G. 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 Service, the Basic, the Demand, the Energy, the Power Cost Adjustment, and the Facilities Charges at the following rates:

SCHEDULE 19
LARGE POWER SERVICE
 (Continued)

MONTHLY CHARGE (Continued)

| <u>SECONDARY SERVICE</u> | <u>Summer</u> | <u>Non-summer</u> |
|--|---------------|-------------------|
| Service Charge, per month | \$15.00 | \$15.00 |
| Basic Charge, per kW of Basic Load Capacity | \$0.77 | \$0.77 |
| Demand Charge, per kW of Billing Demand | \$3.21 | \$3.13 |
| On-Peak Demand Charge, per kW of On-Peak Billing Demand | \$0.77 | n/a |
| Energy Charge, per kWh | | |
| On-Peak | 3.7343¢ | n/a |
| Mid-Peak | 3.5480¢ | 3.1921¢ |
| Off-Peak | 3.3068¢ | 3.0478¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

Facilities Charge

None.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Service Charge, the Basic Charge, the Demand Charge, the On-Peak Demand Charge, the Energy Charge and the Power Cost Adjustment.

SCHEDULE 19
LARGE POWER SERVICE
 (Continued)

MONTHLY CHARGE (Continued)

| <u>PRIMARY SERVICE</u> | <u>Summer</u> | <u>Non-summer</u> |
|--|---------------|-------------------|
| Service Charge, per month | \$300.00 | \$300.00 |
| Basic Charge, per kW of Basic Load Capacity | \$0.98 | \$0.98 |
| Demand Charge, per kW of Billing Demand | \$3.15 | \$3.11 |
| On-Peak Demand Charge, per kW of On-Peak Billing Demand | \$0.77 | n/a |
| Energy Charge, per kWh | | |
| On-Peak | 3.1922¢ | n/a |
| Mid-Peak | 2.8816¢ | 2.6068¢ |
| Off-Peak | 2.6857¢ | 2.4871¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

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 Service Charge, the Basic Charge, the Demand Charge, the On-Peak Demand Charge the Energy Charge, the Power Cost Adjustment, and the Facilities Charge.

SCHEDULE 19
LARGE POWER SERVICE
 (Continued)

MONTHLY CHARGE (Continued)

| <u>TRANSMISSION SERVICE</u> | <u>Summer</u> | <u>Non-summer</u> |
|--|---------------|-------------------|
| Service Charge, per month | \$300.00 | \$300.00 |
| Basic Charge, per kW of Basic Load Capacity | \$0.51 | \$0.51 |
| Demand Charge, per kW of Billing Demand | \$3.08 | \$3.05 |
| On-Peak Demand Charge, per kW of On-Peak Billing Demand | \$0.77 | n/a |
| Energy Charge, per kWh | | |
| On-Peak | 3.1608¢ | n/a |
| Mid-Peak | 2.8528¢ | 2.5757¢ |
| Off-Peak | 2.6591¢ | 2.4574¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

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 Service Charge, the Basic Charge, the Demand Charge, the On-Peak Demand Charge, the Energy Charge, the Power Cost Adjustment, and the Facilities Charge.

PAYMENT

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

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(OPTIONAL)

PURPOSE

The Irrigation Peak Rewards Program (the Program) is an optional, supplemental service that permits participating agricultural irrigation Customers taking service under Schedule 24 to allow the Company to turn off specific irrigation equipment on a regular, pre-scheduled basis with the use of an electronic timer switch (Timer). In exchange for allowing the Company to turn off specified irrigation equipment, participating Customers will receive a monthly Demand Credit paid on the basis of the Customer's monthly Billing Demand, at the Customer's metered service point (Metered Service Point).

AVAILABILITY

Service under this schedule is available on an optional basis to Customers with a Metered Service Point or Points receiving service under Schedule 24 where the Metered Service Point serves a water pumping or water delivery system used to irrigate agricultural crops or pasturage. To be eligible for participation in this Program a Metered Service Point must provide electric service to irrigation pumps with at least 75 cumulative horsepower. If a Metered Service Point provides electricity to more than one irrigation pump, each pump will be scheduled for service interruption on the same weekday cycle.

The Company shall have the right to select and reject Program participants at its sole discretion based on criteria the Company considers necessary to ensure the effective operation of the Program. Selection criteria may include, but will not be limited to, Billing Demand, location, pump horsepower, pumping system configuration, or electric system configuration. Past program participation does not ensure selection into the Program in future years. Participation may be limited based upon the availability of Program equipment and funding.

Each eligible Customer who chooses to take service under this optional schedule is required to enter into a Uniform Irrigation Peak Rewards Service Application/Agreement (Agreement) with the Company prior to being served under this schedule. The Agreement will grant the Company or its representative permission, on reasonable notice, to enter the Customer's property to install a Timer or Timers on the electrical panel servicing the irrigation equipment associated with the Metered Service Points that are enrolled in this Program and to allow the Company or its representative reasonable access to the Timer following its installation.

TERM OF AGREEMENT AND TERMINATION

Customers shall be required to execute a new Agreement annually. The term of the Agreement, as it applies to each Metered Service Point accepted for participation, shall commence on the date the Agreement is signed by both the Customer and the Company and shall terminate on December 31 of each calendar year unless otherwise terminated as follows:

1. A Customer may terminate the participation of a Metered Service Point without penalty by notifying the Company or its representative before the Timer has been installed on the Metered Service Point (Early Termination).

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(OPTIONAL)
(Continued)

TERM OF AGREEMENT AND TERMINATION (Continued)

2. A Customer who terminates the participation of a Metered Service Point anytime between June 1 and August 31 of each calendar year and who does not satisfy the provisions of item 1 above, shall pay the Company the sum of \$100.00, which sum will be included on the Customer's monthly bill following termination of participation. The Customer's Demand Credit shall be prorated for the number of days in that month the Customer satisfactorily participated in the Program.

3. If there is evidence of alteration, tampering, or otherwise interfering with the Company's ability to initiate a load reduction event at a Metered Service Point, the Agreement as it applies to that Metered Service Point will be automatically terminated. In addition, the Customer will be subject to each of the following:

a. The Customer will be required to reimburse the Company for the cost of replacement or repair of the Timer, including labor and other related costs.

b. A termination fee in the sum of \$100.00 will be applied to the Customer's monthly bill following the termination of participation.

c. The Company will reverse any and all Demand Credits applied to the Customer's monthly bill(s) for the Metered Service Point as a result of the Customer's participation in the Program during the current year.

Note: A service disconnection for any reason does not terminate the Agreement.

PROGRAM DESCRIPTION

Timer Installation and Service. The Company or its representative will install a Timer or Timers on the Customer's electrical panel controlling the irrigation equipment at the Metered Service Point enrolled in the Program. The Company or its representative will set the Timer or Timers to interrupt specified irrigation equipment on a designated weekday or designated weekdays according to the Option selected by the Customer. Each Timer will be set to interrupt electric service over a four-hour period between 4:00 P.M. and 8:00 P.M. on the designated weekday or weekdays during the months of June, July and August in accordance with the Option selected by the Customer.

| | <u>Option</u> | <u>Demand Credit</u> |
|----|--|-------------------------|
| 1. | One weekday, 4:00 P.M. to 8:00 P.M. | \$2.01 per kW of Demand |
| 2. | Two weekdays, 4:00 P.M. to 8:00 P.M. | \$3.36 per kW of Demand |
| 3. | Three weekdays, 4:00 P.M. to 8:00 P.M. | \$4.36 per kW of Demand |

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(OPTIONAL)
(Continued)

PROGRAM DESCRIPTION (Continued)

Demand Credit. The Demand Credit is based upon the monthly Billing Demand at a Metered Service Point enrolled in the Program. The monthly Billing Demand will be multiplied by the corresponding Demand Credit for the Option selected by the Customer. This amount will then be prorated for the number of days during the months of June, July or August that fall in the Customer's billing cycle. The Demand Credit will be included on the Customer's monthly bill. The Demand Credit applies to the Billing Demand for the calendar months of June, July and August of each calendar year.

Interruption Schedule. The Company will set each Timer to interrupt service during the weekday hours of 4:00 P.M. to 8:00 P.M. Mountain Daylight Savings Time. Each Metered Service Point's Timer will be set to interrupt service on one, two or three regularly scheduled weekdays per week for each week of the months of June, July and August in accordance with the Option selected by the Customer. The Company retains the sole right to select the load reduction weekday(s) for each Metered Service Point. Mass memory meters will be installed on a sample of the participants' Metered Service Points for Program monitoring and evaluation purposes. The sample of Metered Service Points selected for monitoring and evaluation will be chosen at the Company's sole discretion.

Request to Change Options. A Customer who elects to change Options to reduce the number of days of interruption of a Metered Service Point on or after June 1 of each calendar year shall pay the Company the sum of \$100.00, which sum will be included on the Customer's monthly bill following the implementation of the requested change. The Customer's Demand Credit shall be prorated for each Program Option based upon the number of days in that month the Customer participated under each Option. The Company will not accept any requests to change Options to increase the number of days of interruption on or after June 1 of each calendar year.

Notification of Program Acceptance. An interested Customer must sign and return to the Company an Agreement specifying the Metered Service Point(s) to be included in the Program. If a Customer is selected for participation in the Program, the Company will return a signed Agreement to the Customer specifying which Metered Service Point(s) are accepted into the Program. Notification of acceptance into the Program will be mailed to participants.

Installation Fee. A Customer will be assessed an Installation Fee of \$250.00 each time a Timer is installed on an eligible Metered Service Point that provides electric service to irrigation pumps with between 75 and 99 cumulative horsepower. The Installation Fee is non-refundable except when a Customer elects for Early Termination of the Program. An Installation Fee will not be assessed when a Timer is installed on an eligible Metered Service Point that provides electric service to irrigation pumps with 100 cumulative horsepower and greater.

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(OPTIONAL)
(Continued)

SPECIAL CONDITIONS

The provisions of this schedule do not apply for any time period that the Company interrupts the Customer's load for a system emergency or any other time that a Customer's service is interrupted by events outside the control of the Company. The provisions of this schedule will not affect the calculation or rate of the regular Service, Energy or Demand Charges associated with a Customer's standard service schedule.

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(OPTIONAL)
(Continued)

Uniform Irrigation Peak Rewards Service
Application/Agreement

THIS AGREEMENT Made this ____ day of _____, _____
between _____ hereinafter called
Customer, whose billing address is _____,
and IDAHO POWER COMPANY, a corporation with its principal office located at 1221 West Idaho
Street, Boise, Idaho, hereinafter called Company. This Agreement shall expire without notice on
December 31, _____. This Agreement is for the Metered Service Point(s) identified on the attached
worksheet (Worksheet):

The Customer designates the following person as the Customer's authorized contact:

Authorized Contact: _____
Phone: _____ Cell Phone: _____
Fax: _____
Email: _____

NOW, THEREFORE, The Parties agree as follows:

1. The Uniform Irrigation Peak Rewards Service Application/Agreement must be signed by the Customer and the Customer must be the person who is responsible for paying bills for retail electric service provided by the Company at the Metered Service Point(s) identified on the Worksheet.
2. The Customer understands that the information concerning the Metered Service Point(s) on the Worksheet is based on the best information currently available to the Company. The Demand Credit amounts are estimates based on the previous year's Billing Demands for the Metered Service Point(s) specified on the Worksheet. Customers without sufficient usage history will be provided an estimated Demand Credit based on the stated cumulative horsepower at the Metered Service Point. The Demand Credit estimates are provided for illustration purposes. The Customer agrees to specify which Metered Service Point(s) listed on the Worksheet the Customer wishes to enroll in the Program and the interruption Option selected for each specified Metered Service Point.
3. From time to time during the term of this Agreement and with prior reasonable notice from the Company, the Customer shall permit the Company or its representative to enter the Customer's property on which the enrolled Metered Service Point(s) are located to permit the Company or its representative to install, service, maintain and/or remove Timer(s) on the electrical panel that services the Customer's irrigation equipment. The Timer(s) may remain in place on the Customer's property upon termination of the Agreement unless the Customer specifically requests removal.

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(OPTIONAL)
(Continued)

Uniform Irrigation Peak Rewards Service
Application/Agreement
(Continued)

4. The Customer understands and acknowledges that by participating in the Program, the Company shall, at its sole discretion, have the ability to interrupt the specified irrigation equipment at the Metered Service Point(s) enrolled in the Program on the regularly scheduled weekday or weekdays, for the hours of 4:00 P.M. to 8:00 P.M. Mountain Daylight Savings Time. The Company retains the sole right to select the load reduction weekday(s) for each Metered Service Point. The Customer also understands and acknowledges that if a Metered Service Point provides electricity to more than one irrigation pump, each pump will be scheduled for service interruption on the same weekday cycle.

5. The Customer shall be required to pay an Installation Fee of \$250.00 when a Timer is installed on an eligible Metered Service Point providing electric service to irrigation pumps with between 75 and 99 cumulative horsepower. The Installation Fee is non-refundable except when a Customer elects for Early Termination of the Program.

6. For the Customer's satisfactory participation in the Program, the Company agrees to pay the Customer the Demand Credit corresponding to the Option selected by the Customer. The Demand Credit is based upon the Billing Demand for the Metered Service Point(s) specified on the Worksheet, for the three calendar months of June, July and August of each year. The Demand Credit will be paid in the form of a credit on the Customer's monthly bill. The Demand Credit may be prorated for the months of June, July and August depending on the Customer's billing cycle.

7. If the Customer terminates this Agreement anytime between June 1 and August 31 of the current calendar year while the Metered Service Point(s) are still connected for service and has not elected Early Termination of the Program, the Customer agrees to pay the Company the sum of \$100.00, which sum will be included on the Customer's monthly bill. The Customer's Demand Credit for the month of termination shall be prorated for the number of days in that month that the Customer is a participant in good standing in the Program.

8. If the Customer elects to change Options to reduce the number of days of interruption of a Metered Service Point on or after June 1 of each calendar year, the Customer agrees to pay the Company the sum of \$100.00, which sum will be included on the Customer's monthly bill following the implementation of the requested change. The Customer's Demand Credit shall be prorated for each Program Option based upon the number of days in that month the Customer participated under each Option. The Company will not accept any requests to change Options to increase the number of days of interruption on or after June 1 of each calendar year.

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(OPTIONAL)
(Continued)

Uniform Irrigation Peak Rewards Service
Application/Agreement
(Continued)

9. If there is evidence of alteration, tampering, or otherwise interfering with the Company's ability to initiate a load reduction event at a Metered Service Point(s), the Agreement as it applies to that Metered Service Point will be automatically terminated. The Customer will also be required to reimburse the Company for all costs of replacement or repair of the Timer, including labor and other related costs, pay the Company the sum of \$100.00 which sum will be included on the Customer's monthly bill and the Company will reverse any Demand Credits applied to the Customer's monthly bill(s) for the Metered Service Point as a result of the Customer's participation in the Program during the current year.

10. The Company's Schedule 23, any revisions to that schedule and/or any successor schedule are to be considered part of this Agreement.

11. 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.

12. Nothing herein shall be construed as limiting the Idaho Public Utilities Commission from changing any terms, rates, charges, classification of service or any rules, regulations 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.

13. In any action at law or equity 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.

14. The Company retains the sole right to select and reject the participants to receive service under Schedule 23. The Company retains the sole right for its employees and its representatives to install or not install Timers on the Customer's electrical panel at the time of installation depending on, but not limited to, safety, reliability, or other issues that may not be in the best interest of the Company, its employees or its representatives.

15. Under no circumstances shall the Company or any subsidiary, affiliates or parent Company be held liable to the Customer or any other party for damages or for any loss, whether direct, indirect, consequential, incidental, punitive or exemplary resulting from the Program or from the Customer's participation in the Program. The Customer assumes all liability and agrees to indemnify and hold harmless the Company and its subsidiaries, affiliates and parent company for personal injury, including death, and for property damage caused by the Customer's decision to participate in the Program and to reduce loads.

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(OPTIONAL)
(Continued)

Uniform Irrigation Peak Rewards Service
Application/Agreement
(Continued)

The Company makes no warranty of merchantability or fitness for a particular purpose with respect to the Timer and any and all implied warranties are disclaimed.

(Appropriate Signatures)

SCHEDULE 24
AGRICULTURAL IRRIGATION
SERVICE

AVAILABILITY

Service under this schedule is available at points on the Company's interconnected system within the State of Idaho for loads up to 25,000 kW where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, and additional investment by the Company for new transmission, substation or terminal facilities is not necessary to supply the desired service. 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, special contract arrangements will be required.

APPLICABILITY

Service under this schedule is applicable to power and energy supplied to agricultural use customers operating water pumping or water delivery systems used to irrigate agricultural crops or pasturage at one Point of Delivery and through one meter. Water pumping or water delivery systems include, but are not limited to, irrigation pumps, pivots, fertilizer pumps, drainage pumps, linears, and wheel lines.

TYPE OF SERVICE

The type of service provided under this schedule is single- and/or three-phase, alternating current, at approximately 60 cycles and at the standard voltage available at the Premises to be served.

SERVICE CONNECTION AND DISCONNECTION

The Company will routinely keep service connected throughout the calendar year unless the Customer requests service be disconnected. Customer requested service disconnections will be made at no charge during the Company's normal business hours. The Company's termination practices as specified under Rule F will continue to apply with the exception that service terminations will not be made during the Irrigation Season.

Service Connection Charge. A Service Connection Charge as specified in Schedule 66 will be assessed when service is reconnected.

Service Establishment Charge. A Service Establishment Charge as specified in Schedule 66 will be assessed when service that is currently energized at the Point of Delivery is established for the Customer.

SEASONAL DEFINITION

The Irrigation Season will begin with the Customer's meter reading for the May Billing Period and end with the Customer's meter reading for the September Billing Period. The beginning cycles of a Billing Period may actually be based on meter readings taken not more than 7 days prior to the start of the corresponding calendar month.

SCHEDULE 24
AGRICULTURAL IRRIGATION
SERVICE
(Continued)

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; PROVIDED That at the Company's option the Billing Demand of a single motor installation of 5 horsepower and less may be equal to the number of horsepower but not less than 1 kW. Metered power demands in kW which exceed 130 percent of the connected horsepower served through one Point of Delivery will not be used for billing purposes unless and until verified by field test in the presence of the Customer to be the result of normal pumping operations. If a demand in excess of 130 percent of the connected horsepower is the result of abnormal conditions existing on the Company's interconnected system or the Customer's system, including accidental equipment failure or electrical supply interruption which results in the temporary separation of the Company's and the Customer's system, the Billing Demand shall be 130 percent of the connected horsepower. Customers may appeal the Company's billing decision to the IPUC in cases of dispute.

FACILITIES BEYOND THE POINT OF DELIVERY

At the option of the Company, transformers and other facilities installed beyond the Point of Delivery to provide 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.

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 90 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 90 percent and dividing by the actual Power Factor.

SCHEDULE 24
AGRICULTURAL IRRIGATION
SERVICE
(Continued)

MONTHLY CHARGE

The Monthly Charge is the sum of the Service, the Demand, the Energy, the Power Cost Adjustment, and the Facilities Charges at the following rates.

| <u>SECONDARY SERVICE</u> | <u>In-Season</u> | <u>Out-of-Season</u> |
|--|------------------|----------------------|
| Service Charge, per month | \$22.50 | \$3.00 |
| Demand Charge, per kW of Billing Demand | \$5.45 | \$0.00 |
| Energy Charge, per kWh | 3.9692¢ | 5.2492¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

Facilities Charge

None.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Service Charge, the Demand Charge, the Energy Charge, and the Power Cost Adjustment.

| <u>TRANSMISSION SERVICE</u> | <u>In-Season</u> | <u>Out-of-Season</u> |
|--|------------------|----------------------|
| Service Charge, per month | \$300.000 | \$3.00 |
| Demand Charge, per kW of Billing Demand | \$ 5.13 | \$0.00 |
| Energy Charge, per kWh | 3.7768¢ | 4.9948¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

Facilities Charge

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

SCHEDULE 24
AGRICULTURAL IRRIGATION
SERVICE
(Continued)

MONTHLY CHARGE (Continued)

Minimum Charge

The monthly Minimum Charge shall be the sum of the Service Charge, the Demand Charge, the Energy Charge, the Power Cost Adjustment, and the Facilities Charge.

PAYMENT

All monthly billings for Electric Service supplied hereunder are payable upon receipt, and become past due 15 days from the date on which rendered. (For any agency or taxing district which has notified the Company in writing that it falls within the provisions of Idaho Code § 67-2302, the past due date will reflect the 60-day payment period provided by Idaho Code § 67-2302.)

Deposit. A deposit payment for irrigation Customers is required under the following conditions:

1. Existing Customers.

a. Tier 1 Deposit. Customers who have two or more reminder notices for nonpayment of Electric Service during a 12-month period, or who have had service terminated for non-payment, or were required to pay a Tier 2 Deposit for the previous Irrigation Season, will be required to pay a Tier 1 Deposit, or provide a guarantee of payment from a bank or financial institution acceptable to the Company. A Tier 1 Deposit does not apply to Customers who have an outstanding balance on December 31 of over \$1,000.00 (See Tier 2 Deposit). A reminder notice is issued approximately 45 days after the bill issue date if the balance owing for Electric Service totals \$100 or more or approximately 105 days after the bill issue date for Customers meeting the provisions of Idaho Code § 67-2302. The deposit for a specific installation is computed as follows:

(1) Monthly Billing Demand is determined by multiplying 80 percent times the connected horsepower.

(2) Monthly Energy (billing kWh) is determined by multiplying 50 percent times 720 hours times the Monthly Billing Demand.

(3) The Monthly Billing Demand and the Monthly Energy are multiplied by the current In-Season rates and added to the Irrigation In-Season Service Charge to determine the estimated monthly bill.

(4) The estimated monthly bill is multiplied by a factor of one and one-half (1.5).

SCHEDULE 24
AGRICULTURAL IRRIGATION
SERVICE
(Continued)

PAYMENT (Continued)

b. Tier 2 Deposit. Customers who have an outstanding balance greater than \$1,000.00 on December 31 will be required to pay a Tier 2 Deposit. A Tier 2 Deposit will also be required from Customers who have had an unpaid past due balance greater than \$1,000 on December 31 during any of the previous 4 years and who have not subsequently had active service. A Tier 2 Deposit may be satisfied by a guarantee of payment from a bank or financial institution acceptable to the Company. The deposit for a specific installation is computed as follows:

(1) Monthly Billing Demand is determined by multiplying 80 percent times the connected horsepower.

(2) Monthly Energy (billing kWh) is determined by multiplying 50 percent times 720 hours times the Monthly Billing Demand.

(3) The Monthly Billing Demand and the Monthly Energy are multiplied by the current In-Season rates and added to the Irrigation In-Season Service Charge to determine the estimated monthly bill.

(4) The estimated monthly bill is multiplied by a factor of four (4).

2. New Customer. A deposit may be required for a new Customer at the Company's discretion. The deposit for a specific installation will be computed using the same methodology as outlined for existing Customers requiring a Tier 1 Deposit.

3. Bankruptcy or Receivership. An adequate assurance of payment as agreed to by the Company or as may be ordered by a court of competent jurisdiction or the IPUC shall be required from any Customer for whom an order for relief has been entered under the federal bankruptcy laws, or for whom a receiver has been appointed in a court proceeding. The maximum amount required for each season shall not exceed a payment equal to a deposit. For each irrigation season, an adequate assurance of payment shall be required as agreed to by the Company, or as may be ordered by a court of competent jurisdiction, or the IPUC. This requirement shall continue from the date of the order for relief in bankruptcy, or the court appointing a receiver, until the debtor's discharge in bankruptcy or the dismissal of the court proceeding. A Customer who has been discharged from bankruptcy or whose receivership proceeding has been terminated will be required to pay a Tier 2 Deposit at the start of the following season to the extent required by the payment provisions listed under "Payment" section 1(b) above.

SCHEDULE 24
AGRICULTURAL IRRIGATION
SERVICE
(Continued)

APPLICATION OF DEPOSIT/INTEREST

Interest will be computed by the Company on irrigation deposits required under this schedule at the annual percentage rate determined by the Commission under Utility Customer Relations Rules 106.02. The irrigation deposit, with accrued interest, will be applied to the Customer's account as follows:

Tier 1 Deposits/Interest. All Tier 1 Deposits plus accrued interest will be applied to the Customer's account upon date of disconnection or at the time the Customer's September bill is prepared, whichever is earlier.

Tier 2 Deposits/Interest. A portion of the Tier 2 Deposit plus accrued interest equal to the monthly billing amount will be applied to the Customer's account each month until the Tier 2 Deposit amount plus accrued interest is depleted. Any Tier 2 Deposit amount and/or accrued interest remaining at the date of service disconnection or at the time of the Customer's September billing, whichever is earlier, will be applied to the Customer's account

Each irrigation Customer, upon making a deposit payment, will be required to furnish to the Company an IRS Tax Identification or Social Security number for the Company's IRS reporting requirements.

If a Customer tenders to the Company an irrigation deposit which has not been requested or demanded by the Company, the Company may refuse to accept and retain such deposit. If, however, the Company accepts or retains the deposit, the Company will apply the deposit to the Customer's account and no interest will be paid.

LATE PAYMENT CHARGE

A Late Payment Charge will be assessed Customers receiving service under this schedule as provided under Rule G.

SCHEDULE 39
STREET LIGHTING SERVICE
SUPPLEMENTAL SEASONAL
OR VARIABLE ENERGY

AVAILABILITY

Service under this schedule is available throughout the Company's service area within the state of Idaho to Customers who were receiving Customer-owned Non-Metered Service under Schedule 41 prior to June 1, 2004. Eligible Customers may continue to receive supplemental energy service under this schedule until there is no potential for seasonal or variations in usage from the street lighting service, or street lighting service is converted to Metered Service under Schedule 41, or May 31, 2011, whichever is sooner. This schedule will expire on May 31, 2011.

APPLICABILITY

Service under this schedule is applicable to seasonal or variable energy service utilized by municipalities or agencies of federal, state, or county governments through wired outlets or useable plug-ins on a Customer-owned street lighting fixture. Service under this schedule is apart from and supplemental to the street lighting service received under Schedule 41.

SERVICE CONDITIONS

Each Customer who takes supplemental service under this schedule must have the Company ascertain the estimated annual number of kWh used as seasonal or variable usage.

MONTHLY CHARGE

The estimated annual kWh of energy usage is divided by 12 to determine the estimated monthly kWh of energy usage. The Monthly Charge shall be computed at the following rates:

| | |
|---|---------|
| Energy Charge, per estimated monthly kWh | 5.748¢ |
| Power Cost Adjustment*, per estimated monthly kWh | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

PAYMENT

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

SCHEDULE 40
UNMETERED GENERAL SERVICE

AVAILABILITY

Service under this schedule is available at points on the Company's interconnected system within the State of Idaho where existing secondary distribution facilities of adequate capacity, phase and voltage are available adjacent to the Customer's Premises and the only investment required by the Company is an overhead service drop.

APPLICABILITY

Service under this schedule applies to Electric Service for the Customer's single- or multiple-unit loads up to 1,800 watts per unit where the size of the load and period of operation are fixed and, as a result, actual usage can be accurately determined. Service may include, but is not limited to, street and highway lighting, security lighting, telephone booths and CATV power supplies which serve line amplifiers. Equipment or loads constructed or operated in such a way as to allow for the potential or actual variation in energy use are not eligible for service under this schedule. Facilities to supply service under this schedule shall be installed so that service cannot be extended to the Customer's loads served under other schedules. Service under this schedule is not applicable to shared or temporary service. On or after June 1, 2006, new service under this schedule is also not applicable to the Customer's loads on Premises which have metered service.

SPECIAL TERMS AND CONDITIONS

The Customer shall pay for all Company investment, except the overhead service drop, required to provide service requested by the Customer. The Customer is responsible for installing, owning and maintaining all equipment, including necessary underground circuitry and related facilities to connect with the Company's facilities at the Company designated Point of Delivery. If the Customer's equipment is not properly maintained, service to the specific equipment will be terminated.

Energy used by CATV power supplies which serve line amplifiers will be determined by the power supply manufacturer's nameplate input rating assuming continuous operation.

The Customer is responsible for notifying the Company of any changes or additions to the equipment or loads being served under this schedule. Failure to notify the Company of such changes or additions will result in the termination of service under this schedule and the requirement that service be provided under one of the Company's metered service schedules.

If the Customer modifies existing equipment being served under this schedule in a way that allows for the potential or actual variation in energy usage or installs additional equipment that allows for the potential or actual variation in energy usage, service under this schedule will be terminated and the Customer will be required to receive service under one of the Company's metered service schedules.

The Company is only responsible for supplying energy to the Point of Delivery and, at its expense, may check energy consumption at any time.

SCHEDULE 40
UNMETERED GENERAL SERVICE
(Continued)

MONTHLY CHARGE

The average monthly kWh of energy usage shall be estimated by the Company, based on the Customer's electric equipment and one-twelfth of the annual hours of operation thereof. Since the service provided is unmetered, failure of the Customer's equipment will not be reason for a reduction in the Monthly Charge. The Monthly Charge shall be computed at the following rate:

| | |
|---------------------------------|---------|
| Energy Charge, per kWh | 5.748¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

Minimum Charge. The monthly Minimum Charge shall be the sum of the Energy Charge and the Power Cost Adjustment, but not less than \$1.50.

PAYMENT

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

SCHEDULE 41
STREET LIGHTING SERVICE

AVAILABILITY

Service under this schedule is available throughout the Company's service area within the State of Idaho where street lighting wires and fixtures can be installed on the Company's existing distribution facilities.

APPLICABILITY

Service under this schedule is applicable to service required by municipalities or agencies of federal, state, or county governments for the lighting of public streets, alleys, public grounds, and thoroughfares. Street lighting lamps will be energized each night from dusk until dawn.

SERVICE LOCATION AND PERIOD

Street lighting facility locations, type of unit and lamp sizes, as changed from time to time by written request of the Customer and agreed to by the Company, shall be as shown on an Exhibit A for each Customer receiving service under this schedule. The in-service date for each street lighting facility will be maintained on the Exhibit A.

The minimum service period for any street lighting facility is 10 years. The Company, upon written notification from the Customer, will remove a street lighting facility:

1. At no cost to the Customer, if such facility has been in service for no less than the minimum service period. The Company will not grant a request from the Customer for reinstallation of street lighting service for a minimum period of two years from the date of removal.
2. Upon payment to the Company of the removal cost, if such facility has been in service for less than the minimum service period.

"A" - OVERHEAD LIGHTING - COMPANY-OWNED SYSTEM

The facilities required for supplying service, including fixture, lamp, control relay, mast arm for mounting on an existing utility pole, and energy for the operation thereof, are supplied, installed, owned and maintained by the Company. All necessary repairs and maintenance work, including group lamp replacement and glassware cleaning, will be performed by the Company during the regularly scheduled working hours of the Company on the Company's schedule. Individual lamps will be replaced on burnout as soon as reasonably possible after notification by the Customer and subject to the Company's operating schedules and requirements.

The Company has two standard street lighting fixture options, drop-glass or cut-off (shielded lighting). For each initial lighting fixture installation, the Customer is required to state, in writing, a fixture preference. A maintenance-related replacement of a current fixture will be made with a similar type of drop-glass or cut-off fixture as the one being replaced unless written notification has been received from the Customer requesting a change in fixture types.

SCHEDULE 41
STREET LIGHTING SERVICE
 (Continued)

ACCELERATED REPLACEMENT OF EXISTING FIXTURES

In the event a Customer requests the Company perform an accelerated replacement of existing fixtures with the cut-off fixture, the following charges will apply:

1. The actual labor, time, and mileage costs incurred by the Company for the removal of the existing street lighting fixtures.
2. \$65.00 per fixture removed from service.

The total charges identified in 1 and 2 above must be paid prior to the beginning of the fixture replacement and are non-refundable. The accelerated replacement will be performed by the Company during the regularly scheduled working hours of the Company and on the Company's schedule.

MONTHLY CHARGES, per lamp

| <u>High Pressure Sodium Vapor</u> | <u>Average Lumens</u> | <u>Base Rate</u> | <u>Power Cost Adjustment*</u> |
|-----------------------------------|-----------------------|------------------|-------------------------------|
| 70 Watt | 5,540 | \$ 7.64 | \$0.070151 |
| 100 Watt | 8,550 | \$ 6.89 | \$0.099179 |
| 200 Watt | 19,800 | \$ 8.05 | \$0.193520 |
| 250 Watt | 24,750 | \$ 9.10 | \$0.251576 |
| 400 Watt | 45,000 | \$11.46 | \$0.401554 |

*This Power Cost Adjustment is computed as provided in Schedule 55.

ADDITIONAL MONTHLY RATE

For Company-owned poles installed after October 5, 1964 required to be used for street lighting only:

| | <u>Charge</u> |
|----------------------|---------------|
| Wood pole, per pole | \$1.85 |
| Steel pole, per pole | \$7.37 |

Facilities Charges

Customers assessed a monthly facilities charge prior to June 1, 2004 for the installation of underground circuits will continue to be assessed a monthly facilities charge equal to 1.75 percent of the estimated cost difference between overhead and underground circuits.

SCHEDULE 41
STREET LIGHTING SERVICE
 (Continued)

"B" - CUSTOMER-OWNED SYSTEM

The Customer's lighting system, including posts or standards, fixtures, initial installation of lamps and underground cables with suitable terminals for connection to the Company's distribution system, is installed and owned by the Customer.

Service supplied by the Company includes operation of the system, energy, lamp renewals, cleaning of glassware, and replacement of defective photocells which are standard to the Company-owned street light units. Service does not include the labor or material cost of replacing cables, standards, broken glassware or fixtures, or painting or refinishing of metal poles. Individual lamps will be replaced on burnout as soon as reasonably possible after notification by the Customer and subject to the Company's operating schedules and requirements.

Customer-owned systems installed on or after June 1, 2004 which are constructed, operated, or modified in such a way as to allow for the potential or actual variation in energy usage, such as through, but not limited to, the use of wired outlets or useable plug-ins, are required to be metered in order to record actual energy usage. Customer-owned systems installed prior to June 1, 2004 that are constructed, operated, or modified in such a way as to allow for the potential or actual variation in energy usage may have the estimated annual variations in energy usage served under Schedule 39 until its expiration on May 31, 2011, or until the street lighting system is converted to Metered Service, or until the potential for variations in energy usage has been eliminated, whichever is sooner. Effective June 1, 2011 all Customer-owned street lighting systems that have the potential for variations in energy usage must be metered.

MONTHLY CHARGES

Non-Metered Service, per lamp

| <u>High Pressure Sodium Vapor</u> | <u>Average Lumens</u> | <u>Base Rate</u> | <u>Power Cost Adjustment*</u> |
|---------------------------------------|---------------------------|----------------------|-----------------------------------|
| 70 Watt | 5,450 | \$3.27 | \$0.070151 |
| 100 Watt | 8,550 | \$3.73 | \$0.099179 |
| 200 Watt | 19,800 | \$5.15 | \$0.193520 |
| 250 Watt | 24,750 | \$6.16 | \$0.251576 |
| 400 Watt | 45,000 | \$8.54 | \$0.401554 |

SCHEDULE 41
STREET LIGHTING SERVICE
 (Continued)

MONTHLY CHARGES (Continued)Metered Service, per lampHigh Pressure Sodium Vapor

| | |
|-------------------------------------|-------------|
| 70 Watt | \$2.11 |
| 100 Watt | \$1.89 |
| 200 Watt | \$1.93 |
| 250 Watt | \$1.89 |
| 400 Watt | \$1.92 |
| Meter Charge, per meter | \$8.00 |
| Energy Charge, per kWh | 5.0394¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

PAYMENT

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

SCHEDULE 41
STREET LIGHTING SERVICE
(Continued)

NO NEW SERVICE

AVAILABILITY

Service under this schedule is available throughout the Company's service area within the State of Idaho to any Customer who, on October 31, 1981, was receiving service under this schedule.

APPLICABILITY

Service under this schedule is applicable to service required by municipalities for the lighting of public streets, alleys, public grounds, and thoroughfares. Street lighting lamps will be energized each night from dusk until dawn.

SERVICE LOCATION AND PERIOD

Street lighting facility locations, type of unit and lamp sizes, as changed from time to time by written request of the Customer and agreed to by the Company, shall be as shown on an Exhibit A for each Customer receiving service under this schedule. The in-service date for each street lighting facility will be maintained on the Exhibit A.

The minimum service period for any street lighting facility is 10 years. The Company, upon written notification from the Customer, will remove a street lighting facility:

1. At no cost to the Customer, if such facility has been in service for no less than the minimum service period. The Company will not grant a request from a Customer for reinstallation of street lighting service for a minimum period of two years from the date of removal.
2. Upon payment to the Company of the removal cost, if such facility has been in service for less than the minimum service period.

"B" - ORNAMENTAL LIGHTING - CUSTOMER-OWNED SYSTEM

The Customer's lighting system, including posts or standards, fixtures, initial installation of lamps and underground cables with suitable terminals for connection to the Company's distribution system, is installed and owned by the Customer.

Service supplied by the Company includes operation of the system, energy, lamp renewals, cleaning of glassware, and replacement of defective photocells which are standard to the Company-owned street light units. Service does not include the labor or material cost of replacing cables, standards, broken glassware or fixtures, or painting or refinishing of metal poles. Individual lamps will be replaced on burnout as soon as reasonably possible after notification by the Customer and subject to the Company's operating schedules and requirements.

SCHEDULE 41
STREET LIGHTING SERVICE
 (Continued)

NO NEW SERVICE

"B" - ORNAMENTAL LIGHTING - CUSTOMER-OWNED SYSTEM (Continued)

Customer-owned non-metered lighting systems that have the potential for variations in energy usage, such as through, but not limited to, the use of wired outlets or useable plug-ins, may have the estimated annual variations in energy usage served under Schedule 39 until its expiration on May 31, 2011, or until the street lighting system is converted to Metered Service, or until the potential for variations in energy usage has been eliminated, whichever is sooner. Effective June 1, 2011 all Customer-owned street lighting systems that have the potential for variations in energy usage must be metered.

MONTHLY CHARGES

Non-Metered Service, per lamp

| | <u>Average Lumens</u> | <u>Base Rate</u> | <u>Power Cost Adjustment*</u> |
|----------------------|---------------------------|----------------------|-----------------------------------|
| <u>Mercury Vapor</u> | | | |
| 175 Watt | 7,654 | \$ 5.64 | \$0.169330 |
| 400 Watt | 19,125 | \$ 8.92 | \$0.938572 |

Metered Service, per lamp

| | | |
|---------------------------------|--|---------|
| <u>Mercury Vapor</u> | | |
| 175 Watt | | \$1.95 |
| 400 Watt | | \$2.02 |
| Meter Charge, per meter | | \$8.00 |
| Energy Charge, per kWh | | 5.0394¢ |
| Power Cost Adjustment*, per kWh | | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

PAYMENT

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

SCHEDULE 42
TRAFFIC CONTROL SIGNAL
LIGHTING SERVICE

APPLICABILITY

Service under this schedule is applicable to Electric Service required for the operation of traffic control signal lights within the State of Idaho. Traffic control signal lamps are mounted on posts or standards by means of brackets, mast arms, or cable.

CHARACTER OF SERVICE

The traffic control signal fixtures, including posts or standards, brackets, mast arm, cable, lamps, control mechanisms, fixtures, service cable, and conduit to the point of, and with suitable terminals for, connection to the Company's underground or overhead distribution system, are installed, owned, maintained and operated by the Customer. Service is limited to the supply of energy only for the operation of traffic control signal lights.

The installation of a meter to record actual energy consumption is required for all new traffic control signal lighting systems installed on or after June 1, 2004. For traffic control signal lighting systems installed prior to June 1, 2004 a meter may be installed to record actual usage upon the mutual consent of the Customer and the Company.

MONTHLY CHARGES

The monthly kWh of energy usage shall be either the amount estimated by the Company based on the number and size of lamps burning simultaneously in each signal and the average number of hours per day the signal is operated, or the actual meter reading as applicable.

| | |
|---------------------------------|---------|
| Energy Charge, per kWh | 3.9604¢ |
| Power Cost Adjustment*, per kWh | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

PAYMENT

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

SCHEDULE 45
STANDBY SERVICE

AVAILABILITY

Standby 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.

Standby Service is available only to Customers taking service under Schedule 19.

APPLICABILITY

Service under this schedule is applicable to Customers utilizing on-site generation who request Standby Service from the Company.

These service provisions are not applicable to service for resale, to service where on-site generation is used for only emergency supply, or to cogenerators or small power producers who have contracted to supply power and energy.

AGREEMENT

Service shall be provided only after the Uniform Standby Service Agreement is executed by the Customer and the Company. The term of the Agreement shall be for one year and shall automatically renew and extend each year, unless terminated under the provisions of the Agreement. The Uniform Standby Service Agreement will automatically be canceled upon discontinuance of service under Schedule 19.

TYPE OF SERVICE

The Type of Service provided under this schedule is three-phase at approximately 60 cycles and at the primary voltage available at the Premises to be served, but not less than 12.5 kilovolts.

DEFINITIONS

Supplementary Contract Demand. The firm power contracted for by the Customer under the Uniform Standby Service Agreement with the Company.

SCHEDULE 45
STANDBY SERVICE
(Continued)

DEFINITIONS (Continued)

Supplementary Billing Demand. The firm power supplied by the Company on a continuous basis to supplement the Customer's own generation. Supplementary Billing Demand is equal to the total 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 nor greater than Supplementary Contract Demand. Supplementary Billing Demand is billed monthly under the Demand Charge provisions of Schedule 19.

Standby Contract Demand. The self-generation backup power contracted for by the Customer under the Uniform Standby Service Agreement.

Standby Billing Demand. The power supplied by the Company to backup the Customer's own generation. Standby Billing Demand is equal to the total average kW supplied during the 15-consecutive-minute period of maximum use during the Billing Period, adjusted for Power Factor, less Supplementary Contract Demand, but not less than zero.

Total Contract Demand. The sum of the Supplementary Contract Demand and the Standby Contract Demand.

Available Standby Capacity. The Total Contract Demand less the Supplementary Billing Demand and the Standby Billing Demand, but not more than the Standby Contract Demand.

Excess Demand. The total average kW supplied during the 15-consecutive-minute period of maximum use each day, adjusted for Power Factor, which exceeds the Total Contract Demand by more than 5 percent.

Total Energy Requirement. The total energy supplied by the Company for supplementary and standby purposes. The Total Energy Requirement is billed monthly under the Energy Charge provisions of Schedule 19.

POWER FACTOR ADJUSTMENT

Where the Customer's Power Factor is less than 90 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 90 percent and dividing by the actual Power Factor.

FACILITIES BEYOND THE POINT OF DELIVERY

Any Company investment in Facilities Beyond the Point of Delivery will be provided under the terms and conditions of Schedule 19.

SCHEDULE 45
STANDBY SERVICE
(Continued)

PARALLEL OPERATIONS

Parallel operations will only be authorized by the Company under the terms of the Uniform Standby Service Agreement with the Customer. The Company will install a system protection package at the Customer's expense prior to the start of parallel operations. The Customer will also pay a Maintenance Charge of 0.7 percent per month times the investment in the protection package.

MONTHLY CHARGE

The Monthly Charge for Standby Service is the sum of the Standby Reservation Charge, the Standby Demand Charge, and the Excess Demand Charge, if any, at the following rates:

| <u>Standby Reservation Charge, per kW of</u> Available Standby Capacity | <u>Summer</u> | <u>Non-summer</u> |
|--|---------------|-------------------|
| Primary Service | \$1.43 | \$1.38 |
| Transmission Service | \$0.28 | \$0.24 |
| | | |
| <u>Standby Demand Charge, per kW of</u> Standby Billing Demand | | |
| Primary Service | \$5.05 | \$4.22 |
| Transmission Service | \$4.77 | \$3.99 |

Excess Demand Charge

\$0.50 per kW times the sum of the daily Excess Demands recorded during the Billing Period, plus \$5.00 per kW for the highest Excess Demand recorded during the Billing Period. This charge will not be prorated.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Standby Reservation Charge, the Standby Demand Charge, and the Excess Demand Charge.

CONTRIBUTION TOWARD MINIMUM CHARGES ON OTHER SCHEDULES

Any Standby Service Charges paid under this schedule shall not be considered in determining the Minimum Charge under any other Company schedule.

PAYMENT

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

SCHEDULE 45
STANDBY SERVICE
(Continued)

IDAHO POWER COMPANY
UNIFORM STANDBY SERVICE
AGREEMENT

ACCOUNT NO. _____

THIS AGREEMENT Made this _____ day of _____,
20_____ 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 Standby Service to the Customer's facilities located at or near _____, County of _____, State of Idaho, in the form of three-phase, _____ volt, Electric Service subject to emergency operating conditions of the Company.

2. The Supplementary Contract Demand provided by this Agreement is _____ kW. The Company will provide electric power and energy, to supplement the Customer's on-site generation, up to the amount of the stated Supplementary Contract Demand. The Standby Contract Demand provided by this Agreement is _____ kW. The Company will provide electric power and energy, in backup to the Customer's on-site generation, up to the amount of the stated Standby Contract Demand. The Total Contract Demand provided by this Agreement is _____ kW.

3. The availability of power in excess of the Total Contract Demand stated in Paragraph 2 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 the Standby Contract Demand. The Customer will 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 the Standby Contract Demand.

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

5. At the Company's sole discretion and after receiving written authorization from the Company, the Customer may operate in parallel with the Company's system. Parallel operations will be in accordance with the Company's Standards for Interconnection and Parallel operations and the tariff provisions for Standby Service. Any violation of these provisions will result in the immediate disconnection of the parallel operation.

SCHEDULE 45
STANDBY SERVICE
(Continued)

IDAHO POWER COMPANY
UNIFORM STANDBY SERVICE
AGREEMENT
(Continued)

6. The initial date of service under this Agreement is subject to the Company's ability to obtain the required labor, materials, equipment, and satisfactory rights-of-way, and to comply with governmental regulations.

7. The term of this Agreement will be for one year from and after the Initial Service Date thereof, and will automatically renew and extend each year thereafter unless written notice of termination is given by either party to the other not less than 12 months prior to the desired termination date. This Agreement will automatically be canceled upon discontinuance of service under Schedule 19.

8. The Customer agrees to hold harmless and indemnify the Company, its officers, agents, and employees, against all loss, damage, expense and liability to third persons or injury to or death of person or injury to property proximately caused by the Customer's construction, ownership, operation or maintenance of, or by failure of, any of the Customer's generating facilities.

9. 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, will 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.

10. Nothing herein will be construed as limiting the Idaho Public Utilities Commission from changing any 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.

11. The Company's Schedule 45, any revisions to that schedule, and/or any successor schedule is to be considered as part of this Agreement.

12. 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.

13. This Agreement replaces and supersedes the Agreement between the parties dated the _____ day of _____, 20_____.

INITIAL SERVICE DATE _____

(APPROPRIATE SIGNATURES)

SCHEDULE 46
ALTERNATE DISTRIBUTION
SERVICE

AVAILABILITY

Alternate Distribution Service under this schedule is available at points on the Company's inter-connected system within the State of Idaho where existing facilities of adequate capacity and desired phase and voltage are adjacent to the location where Alternate Distribution Service is desired, and where additional investment by the Company for new distribution facilities is not necessary to supply the requested service. When additional transmission or substation facilities are required, separate arrangements will be made between the Customer and the Company.

Alternate Distribution Service is available only to Customers taking Primary Service under Schedule 9 or 19.

AGREEMENT

Service shall be provided only after the Uniform Alternate Distribution Service Agreement is executed by the Customer and the Company. The term of the initial agreement shall be dependent upon the investment required by the Company to provide the Alternate Distribution Service, but shall in no event be less than one year. The Uniform Alternate Distribution Service Agreement shall automatically renew and extend each year, unless terminated under the provisions of the Agreement.

TYPE OF SERVICE

Alternate Distribution Service consists of a second distribution circuit to the Customer which backs up the Customer's regular distribution circuit through an automatic switching device. Alternate Distribution Service facilities include, but are not limited to, the automatic switching device and that portion of the distribution substation and the distribution line required to provide the service. The kW of Alternate Distribution Service capacity shall be specified in the Uniform Alternate Distribution Service Agreement.

STANDARD OF SERVICE

The Alternate Distribution Service provided under this schedule is not an uninterruptible supply and is subject to the same standard of service as provided under Rule J.

MONTHLY CHARGES

The Monthly Charge is the sum of the Capacity Charge and the Mileage Charge at the following rates:

Capacity Charge

\$1.23 per contracted kW of capacity

Mileage Charge

\$.005 per kW per tenth of a mile in excess of 1.7 miles.

SCHEDULE 46
ALTERNATE DISTRIBUTION
SERVICE
(Continued)

MONTHLY CHARGES (Continued)

The distribution line will be measured to the nearest tenth of a mile from the Alternate Distribution Service substation to the automatic switching device.

FACILITIES CHARGE

The automatic switching device will be owned, operated, and maintained by the Company in consideration of the Customer paying to the Company a Facilities Charge of 1.7 percent per month times the Company's investment in such facilities.

CONTRIBUTION TOWARD MINIMUM CHARGE ON OTHER SCHEDULES

Any alternate Distribution Service charges paid under this schedule shall not be considered in determining the Minimum Charge under any other Company schedule.

PAYMENT

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

Idaho Power Company
Uniform Alternate Distribution
Service Agreement

LOCATION DESCRIPTION. _____ ACCOUNT NO. _____

THIS AGREEMENT between _____
whose billing address is _____
hereinafter called Customer, and Idaho Power Company, with its principal office located at 1221 West Idaho Street, Boise, Idaho, hereinafter called Company:

NOW, THEREFORE, The parties agree as follows:

The Alternate Distribution Service provided through this Agreement consists of a second distribution circuit to the Customer which backs up the Customer's regular distribution circuit through an automatic switching device.

1. This Agreement is subject to the Company's applicable tariff provisions for Alternate Distribution Service and is also subject to the Company's General Rules, Regulations, and Rates as now or may be hereafter modified and approved by the Idaho Public Utilities Commission.

2. The Company agrees to provide Alternate Distribution Service to the Customer's loads at or near _____, County of _____, State of Idaho, in the form of three-phase, _____ volt, Electric Service subject to the emergency operating conditions of the Company.

3. The Contract Capacity of Alternate Distribution Service provided by this Agreement is _____ kW. The Company shall reserve this Contract Capacity in the alternate distribution facilities.

4. The Customer shall pay to the Company a monthly Facilities Charge on the Company's investment in the automatic switching device as set forth in the tariff provisions for Alternate Distribution Service. The amount of this initial investment is set forth in the Distribution Facilities Investment Report provided by the Company to the Customer. As such investment changes, in order to serve the Customer's requirements, the Company shall notify the Customer in writing of additions or deletions of facilities by forwarding a dated investment notice. The monthly Facilities Charge will be adjusted accordingly.

5. In the event the Customer requests the Company to remove or reinstall or change the facilities set forth in the Distribution Facilities Investment Report, 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 cost of material, labor, and overheads of installing the facilities, less the difference between the salvable cost of material removed and the removal labor cost including appropriate overhead costs.

Idaho Power Company
Uniform Alternate Distribution
Service Agreement
(Continued)

6. The Company reserves the right to determine the substation and distribution facilities for both the primary and alternate distribution sources to the Customer for the Contract Capacity specified under paragraph 3.

7. The initial service date of this Agreement is subject to the Company's ability to obtain required labor, materials, equipment, satisfactory rights-of-way, and comply with governmental regulations.

8. In consideration of the investment required to be made by the Company in the facilities necessary to provide Alternate Distribution Service, the term of this Agreement shall be for _____ years from and after the initial service date. The Agreement shall automatically renew and extend each year thereafter unless written notice of termination is given by either party to the other not less than thirty (30) days prior to the expiration of the Agreement or any extension of the Agreement. If the Customer elects not to renew or extend the Agreement, the Customer shall pay the cost of removing the facilities set forth in the Distribution Facilities Investment Report in accordance with the charges specified under paragraph 5.

9. 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.

10. Nothing in this Agreement shall be construed as limiting the Idaho Public Utilities Commission from changing any 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.

Date _____, 20____.

(Appropriate Signatures)

SCHEDULE 55
POWER COST ADJUSTMENT

APPLICABILITY

This schedule is applicable to the electric energy delivered to all Idaho retail Customers served under the Company's schedules and Special Contracts. These loads are referred to as "firm" load for purposes of this schedule.

BASE POWER COST

The Base Power Cost of the Company's rates is computed by dividing the Company's power cost components by firm kWh load. The power cost components are the sum of fuel expense and purchased power expense (including purchases from cogeneration and small power producers), less the sum of off-system surplus sales revenue. The Base Power Cost is 0.7477 cents per kWh.

PROJECTED POWER COST

The Projected Power Cost is the Company estimate, expressed in cents per kWh, of the power cost components for the forecasted time period beginning April 1 each year and ending the following March 31. The Projected Power Cost is 0.9575 cents per kWh.

TRUE-UP AND TRUE-UP OF THE TRUE-UP

The True-up is based upon the difference between the previous Projected Power Cost and the power costs actually incurred. The True-up of the True-up is the difference between the previous years approved True-Up revenues and actual revenues collected. The total True-up is 0.0531 cents per kWh.

POWER COST ADJUSTMENT

The Power Cost Adjustment is 90 percent of the difference between the Projected Power Cost and the Base Power Cost plus the True-ups.

The monthly Power Cost Adjustment applied to the Energy rate of all metered schedules and Special Contracts is 0.2419 cents per kWh. The monthly Power Cost Adjustment applied to the per unit charges of the nonmetered schedules is the monthly estimated usage times 0.2419 cents per kWh.

EXPIRATION

The Power Cost Adjustment included on this schedule will expire May 31, 2008.

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM

AVAILABILITY

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 Report.

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.

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM
(Continued)

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.

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.

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM
(Continued)

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.

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.

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM
(Continued)

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.

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.

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM

Idaho Power Company
Uniform Solar Photovoltaic Service
Agreement

DISTRICT _____ ACCOUNT NO. _____

THIS AGREEMENT Made this _____ day of _____, 20_____,
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 provide solar photovoltaic service for the Customer's facilities located at or near _____, County of _____, State of Idaho.
2. The Customer will:
 - a. Make an Initial Fee payment to the Company of \$ _____ at the time this Agreement is executed.
 - b. Provide the installation site and facilities as determined by the Company which are necessary for the installation of the Photovoltaic System and which are acceptable to the Company, and the right of the Company for appropriate access to the Company's facilities with the right of ingress and egress, at no cost to the Company.
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.

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM

Idaho Power Company
Uniform Solar Photovoltaic Service
Agreement
(Continued)

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.

7. This Agreement is subject to valid laws and to the regulatory authority and orders, rules and regulations of the Idaho Public Utilities Commission as now or may be hereafter modified and approved by the Idaho Public Utilities Commission.

8. The Company's Schedule 60, as well as Idaho Power Company's General Rules and 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.

9. The Company will not be held responsible or liable for any loss, damage, or injury caused to its Customer or any other persons by the interruption, suspension, or fluctuation in service provided by the Photovoltaic System.

10. The Customer will agree to protect, defend, and indemnify Idaho Power Company from and 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.

11. 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.

Date _____, 20____
Initial Service Date _____

(APPROPRIATE SIGNATURES)

SCHEDULE 61
PAYMENT FOR HOME WIRING
AUDIT

AVAILABILITY

Service under this schedule is available to residential Customers throughout the Company's service territory within the State of Idaho who are taking service under Schedules 1, 4, or 5.

SERVICES PROVIDED

A \$40 payment is provided by the Company to residential Customers who have a home wiring audit performed by a licensed electrician. To have a home wiring audit performed, a Customer is responsible for contacting the Company to request the Home Wiring Audit form and then contacting a licensed electrician to perform the audit. The Customer is also responsible for ensuring the electrician performs the audit per the instructions of the Home Wiring Audit form. The charge for the audit will be established by the electrician and will be billed by the electrician directly to the Customer. The Customer is responsible for paying the electrician the charge for performing the audit.

The \$40 payment is provided to the Customer upon receipt by the Company of the appropriate copy of the completed Home Wiring Audit form. The Customer is responsible for submitting the Home Wiring Audit form to the Company.

PURPOSE OF PAYMENT

The purpose of the \$40 payment is to assist the Customer in identifying any wiring deficiencies that may be causing power usage problems. The payment is not an indication that the Company has performed any analysis as to the safety of the Customer's wiring or that the Company concurs with the findings of the electrician's wiring audit.

SCHEDULE 62
GREEN ENERGY PURCHASE
PROGRAM RIDER
(OPTIONAL)

PURPOSE

The Green Energy Purchase Program is an optional, voluntary program designed to provide customers and non-customer participants an opportunity to participate in the purchase of new environmentally friendly "green" energy. Funds collected in this program will be wholly distributed to the purchase of green energy products.

APPLICABILITY

Service under this schedule is applicable to all Customers and non-customer participants who choose to participate in this Program.

MONTHLY GREEN ENERGY PURCHASE CONTRIBUTION

Customers designate their level of participation by choosing a fixed dollar per month amount. The monthly Green Energy Purchase Program contribution is in addition to all other charges included in the service schedule under which the Customer receives electrical service and will be added to the Customer's monthly electric bill. Non-Customer participants will be issued a monthly invoice that reflects their designated fixed dollar per month amount.

The Program funds will wholly be used to purchase green energy or cover the green energy price premium.

PROGRAM CONSIDERATIONS

No electric service disconnections will result in the event of non-payment of Program commitments.

SCHEDULE 66
MISCELLANEOUS CHARGES

PURPOSE

The purpose of this schedule is to accumulate all miscellaneous charges that are included in the Company's Rules, Regulations, and Rates.

APPLICABILITY

This schedule applies to all Customers taking service under the Company's Idaho Tariff except as expressly limited by a rule or a schedule.

CHARGESRULE D1. Instrument transformer meteringCurrent transformerSingle phase

| | |
|----------------------|----------|
| 120/240 Volt | \$214.00 |
| 240/480 Volt | \$247.00 |
| 120/208 Volt Network | \$275.00 |

Polyphase

| | |
|--------------------|----------|
| 120/240 Volt Delta | \$437.00 |
| 240/480 Volt Delta | \$438.00 |
| 120/208 Volt Wye | \$467.00 |
| 277/480 Volt Wye | \$471.00 |

Voltage transformers (secondary voltages only)

| | |
|---|----------|
| Additional cost per voltage transformer | \$160.00 |
|---|----------|

Primary metering

Work Order costs are applicable.

2. Off-Site Meter Reading ServiceSingle-Phase, Non-Demand Metering

| | |
|--|-------------------|
| Class 200 R300 Register (standard metering) | \$ 3.65 per month |
| Class 320 R300 Register (standard metering) | \$ 4.40 per month |
| Class 10 R300 Register (instrument transformer metering) | \$ 4.40 per month |
| Installation Fee (payable with first monthly payment) | \$ 25.00 |
| Removal Fee (if removed within 90 days of installation) | \$ 25.00 |

SCHEDULE 66
MISCELLANEOUS CHARGES
 (Continued)

CHARGES (Continued)3. Load Profile MeteringPulse Output Service

With an existing Electronic Demand Meter \$ 5.00 per month

Without an existing Electronic Demand Meter \$ 13.00 per month

Installation Fee (payable with first monthly payment) \$ 70.00

Removal Fee (if removed within 36 months of installation) \$ 60.00

Load Profile Recording Service

With an existing Electronic Demand Meter \$ 17.50 per month

Without an existing Electronic Demand Meter \$ 25.50 per month

Installation Fee (payable with first monthly payment) \$ 80.00

Removal Fee (if removed within 36 months of installation) \$ 60.00

4. Special Meter Tests Requested by the Customer \$ 30.005. Surge Protection Device Services

Surge Protection Device Installation or Removal Charge \$ 43.00

Surge Protection Device Customer Visit Charge \$ 25.00

RULE F6. Service Establishment Charge \$ 20.007. Continuous Service Reversion Charge \$ 10.008. Field Visit Charge

Schedules 1, 4, 5, 7, 9 \$ 20.00

Schedules 15, 19, 24, 40, 41, 42 \$ 40.00

9. Service Connection Charge

Schedules 1, 4, 5, 7, 9

Monday through Friday

7:30 am to 6:00 pm \$ 20.00

6:01 pm to 9:00 pm \$ 45.00

9:01 pm to 7:29 am \$ 80.00

Company Holidays and Weekends

7:30 am to 9:00 pm \$ 45.00

9:01 pm to 7:29 am \$ 80.00

SCHEDULE 66
MISCELLANEOUS CHARGES
 (Continued)

CHARGES (Continued)

Schedules 15, 19, 24, 40, 41, 42

Monday through Friday

7:30 am to 6:00 pm

\$ 40.00

6:01 pm to 9:00 pm

\$ 65.00

9:01 pm to 7:29 am

\$100.00

Company Holidays and Weekends

7:30 am to 9:00 pm

\$ 65.00

9:01 pm to 7:29 am

\$100.00

RULE G10. Returned Check Charge

\$ 20.00

11. Late Payment Charge12 percent per annum, or
one percent per month.12. Fractional Period Minimum Billings

Schedules 1, 4, 5, and 7

\$ 2.00

Schedules 9 and 19 Secondary Service Level

\$ 5.00

Schedules 9 and 19 Primary and Transmission

Service Levels

\$ 10.00

Schedule 24

\$ 1.50

Schedule 15

\$ 3.00

Schedule 40

\$ 1.50

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION

AVAILABILITY

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

APPLICABILITY

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

DEFINITIONS

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

Company is the Idaho Power Company.

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

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

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

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

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

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

DEFINITIONS (Continued)

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

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

PURPA means the Public Utility Regulatory Policies Act of 1978.

Qualifying Facility is a cogeneration facility or a small power production facility which meets the PURPA criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

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

Schedule 84 is the Company's service schedule which provides for sales of electric energy to the Company by means of a net metering arrangement or its successor(s) as approved by the Commission.

Seller is a non-utility generator who has contracted or will contract with the Company to interconnect a Generation Facility to the Company's system to sell electric energy to the Company including net metering sales, as provided in Schedule 84.

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

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

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

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

Vested Interest is the claim for refund that a Seller or Additional Applicant holds in a specific portion of Company-owned Interconnection Facilities. The Vested Interest expires 5 years from the date the Company completes construction of its portion of the Interconnection Facilities unless fully refunded earlier. Vested Interests do not apply to Schedule 84 net metering projects.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

COST OF INTERCONNECTION FACILITIES

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

PAYMENT FOR INTERCONNECTION FACILITIES

Unless specifically agreed otherwise by written agreement between the Seller and the Company, the Seller will pay all costs of interconnecting a Generation Facility to the Company's system.

Unless specifically agreed otherwise in a written agreement between the Seller and the Company, an initial cost estimate of Company-owned Interconnection Facilities will be provided to the Seller. Payment of the estimated cost will be required prior to the Company's ordering, installing, modifying, upgrading, or performing in any other way work associated with the Interconnection Facilities. Upon completion of the Company-owned Interconnection Facilities, the actual costs will be reconciled against the estimated cost previously paid by the Seller and the appropriate billing or refund will be processed. The Company reserves the right to collect additional costs from the Seller for any additional Company equipment, modifications, or upgrades the Company deems necessary to operate and maintain a safe, reliable electrical system as a result of the interconnection of the Seller's Generation Facility to the Company's system.

CONSTRUCTION AND OPERATION OF INTERCONNECTION FACILITIES

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

The Seller shall:

1. Submit proof to the Company that all licenses, permits, inspections and approvals necessary for the construction and operation of the Seller's Generation and Interconnection Facilities under this schedule have been obtained from applicable Federal, state, or local authorities.
2. Submit the designs, plans, specifications, and performance data for the Generation Facility and Seller-Furnished Facilities to the Company for review. The Company's acceptance shall not be construed as confirming or endorsing the design, or as a warranty of safety, durability, or reliability of the Generation Facility or Seller-Furnished Facilities. The Company will retain the right to inspect this equipment at its discretion.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

CONSTRUCTION AND OPERATION OF INTERCONNECTION FACILITIES (Continued)

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

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

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

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

DISCONNECTION EQUIPMENT

Disconnection Equipment is required for all Seller Generation Facilities. The Disconnection Equipment shall be installed at an electrical location to allow complete isolation of Seller's Generation and Interconnection Facilities from the Company's system. The Disconnection Equipment for a Schedule 84 net metering facility will be installed at an electrical location on the Seller's side of the Company's retail metering point to allow complete isolation of the Seller's Generation and Interconnection Facilities from the Seller's other electrical load and service.

The Disconnection Equipment's operating device shall be:

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

DISCONNECTION EQUIPMENT (Continued)

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

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

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

All expenses of disconnection and reconnection incurred by the Company will be billed to the Seller.

In the case of a net metering facility, disconnection of the service may be necessary. The disconnection may result in interruption of both energy deliveries from the Seller's Generation Facility to the Company as well as interruption of energy deliveries from the Company to the Seller.

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

GENERAL REQUIREMENTS OF INTERCONNECTED PROJECTS

1. The Company will construct, own, operate and maintain all equipment, Upgrades and Relocations on the Company's electrical side of the Interconnection Point.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

GENERAL REQUIREMENTS OF INTERCONNECTED PROJECTS (Continued)

2. The Company will clearly mark the Metering Equipment and any other Company equipment associated with the Seller's Generation Facility and/or Interconnection Facilities designating the existence of the Seller's Generation Facility as required by good utility practices.

3. The Seller will be required to submit all specific designs, equipment specifications, and test results of the Seller-Furnished Facilities to the Company for review. Upon receipt of the design and equipment specifications, the Company will review the design and equipment specifications for conformance with applicable electrical and safety codes and standards.

SPECIFIC PROJECT REQUIREMENTS

1. Generation Facilities Interconnecting as a Schedule 84 (net metering) Project

a. Certification prior to interconnection:

Seller Generation Facilities that qualify for net metering under Schedule 84 will submit to the Company a certification from an independent qualified party licensed in the State of Idaho that the design and equipment in the Generation Facility and Seller-Furnished Facilities (1) comply with the Institute of Electrical and Electronic Engineers (IEEE) Standard 1547 and all other standards of this schedule and applicable electric and building codes and (2) will operate to safely deliver Energy to the Interconnection Point. The Seller shall provide the credentials and licenses of the certifying party to the Company for review and acceptance of the certification.

b. Periodic re-certification:

i. Projects larger than 25 kW. The Seller will obtain an annual certification from an independent qualified party licensed in the State of Idaho, certifying the Generation Facility and Seller-Furnished Facilities and equipment are in compliance with IEEE Standard 1547 all current applicable electrical and safety codes, and are able to safely and reliably continue to operate. The Seller will provide the credentials and licenses of the certifying party to the Company for review and acceptance of the certification. A copy of this certification must be forwarded to the Company by May 1st of each calendar year in which the Seller's facility is interconnected to the Company's system. Within the first calendar year of operation, the Seller will be required to supply only the certifications required at the time of the initial interconnection. If the Company does not accept the annual certification within sixty days of its receipt, the Generation Facility will be disconnected from the Company's system until such time as the certification is completed and accepted by the Company.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

1. Generation Facilities Interconnecting as a Schedule 84 (net metering) Project
(Continued)

ii. Projects 25 kW and smaller. The above described certification will be provided every three years.

iii. Re-certification following modifications. Prior to making any material modifications or additions to the Generation Facility or Interconnection Facilities Seller will provide Company with a written description of the proposed change. The Company will expeditiously review the proposal and authorize Seller to proceed subject to final inspection and certification by a qualified party as described in paragraph 1a above. Any modifications made without notice will result in disconnection of the facility until such time as certification of the modified facility is submitted to and accepted by the Company.

2. Generation Facilities Less Than 1 MW Nameplate Rating

The following requirements are for Generation Facilities with nameplate ratings of less than 1 MW, not including net metering facilities utilizing Schedule 84.

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

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

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

2. Generation Facilities Less Than 1 MW Nameplate Rating (Continued)

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

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

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

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

3. Generation Facilities Greater Than 1 MW Nameplate Rating

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

TRANSFER OF INTERCONNECTION FACILITIES

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

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

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

1. Transfer at First Energy Date (Continued)

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

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

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

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

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

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
 (Continued)

VESTED INTEREST

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

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

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

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

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

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

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

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

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

OPERATION AND MAINTENANCE OBLIGATIONS AND EXPENSES

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

MONTHLY OPERATION AND MAINTENANCE CHARGES
138 kV and 161 kV

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

MONTHLY OPERATING AND MAINTENANCE CHARGES
Below 138 kV

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

Where a Seller's interconnection will utilize Interconnection Facilities provided under a prior agreement(s), the term of which was shorter than 35 years, the operation and maintenance charge for the Seller's interconnection will be computed to include the expired term of the prior agreement(s).

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

IDAHO POWER COMPANY
UNIFORM INTERCONNECTION
AGREEMENT
(PURPA)

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

RECITALS

- A. Seller will own or operate a Generation Facility that qualifies for service under Idaho Power's Commission-approved Schedule 72 and any successor schedule.
- B. The Generation Facility covered by this Agreement is more particularly described in Attachment 1.

AGREEMENTS

- 1. Capitalized terms used herein shall have the same meanings as defined in Schedule 72 or in the body of this Agreement.
- 2. This Agreement and Schedule 72 provide the rates, charges, terms and conditions under which the Seller's Generation Facility will interconnect with, and operate in parallel with, the Company's transmission/distribution system. Terms defined in Schedule 72 will have the same defined meaning in this Agreement. If there is any conflict between the terms of this Agreement and Schedule 72, Schedule 72 shall prevail.
- 3. This Agreement is not an agreement to purchase Seller's power. Purchase of Seller's power and other services that Seller may require will be covered under separate agreements. Nothing in this Agreement is intended to affect any other agreement between the Company and Seller.
- 4. Attached to this Agreement and included by reference are the following:
 - Attachment 1 – Description and Costs of the Generation Facility, Interconnection Facilities, and Metering Equipment.
 - Attachment 2 – One-line Diagram Depicting the Generation Facility, Interconnection Facilities, Metering Equipment and Upgrades.
 - Attachment 3 – Milestones For Interconnecting the Generation Facility.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

Attachment 5 – Reactive Power.

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

5. Effective Date, Term, Termination and Disconnection.

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

5.2 Termination.

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

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

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

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

5.4 Land Rights.

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

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

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

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

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

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

6.3 Indemnity.

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

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

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

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

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

6.5 Default and Material Breaches.

6.5.1 Defaults. If either Party fails to perform any of the terms or conditions of this Agreement (a "Default" or an "Event of Default"), the nondefaulting Party shall cause notice in writing to be given to the defaulting Party, specifying the manner in which such default occurred. If the defaulting Party shall fail to cure such Default within the sixty (60) days after service of such notice, or if the defaulting Party reasonably demonstrates to the other Party that the Default can be cured within a commercially reasonable time but not within such sixty (60) day period and then fails to diligently pursue such cure, then, the nondefaulting Party may, at its option, terminate this Agreement and/or pursue its legal or equitable remedies.

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

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

7.1 Comprehensive General Liability Insurance for both bodily injury and property damage with limits equal to \$1,000,000, each occurrence, combined single limit. The deductible for such insurance shall be consistent with current Insurance Industry Utility practices for similar property.

7.2 The above insurance coverage shall be placed with an insurance company with an A.M. Best Company rating of A- or better and shall include:

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

(b) A provision stating that such policy shall not be canceled or the limits of liability reduced without sixty (60) days' prior written notice to Idaho Power.

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

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

8. Miscellaneous.

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

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

9. Notices.

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

If to the Seller:

Seller: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

If to the Company:

Company: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

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

Seller: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Company: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

AGREEMENTS (Continued)

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

Seller's Operating Representative:

Seller: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Company's Operating Representative:

Company: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

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

10. Signatures.

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

For the Company

Name: _____
Title: _____
Date: _____

For the Seller

Name: _____
Title: _____
Date: _____

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

Attachment 1

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

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

Attachment 2

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

Attachment 3

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

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

Agreed to by:

For the Company _____ Date _____

For the Seller _____ Date _____

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

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

Attachment 4

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

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

Attachment 5

Reactive Power Requirements

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

Attachment 6

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

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

SCHEDULE 81
RESIDENTIAL AIR CONDITIONER
CYCLING PROGRAM
(OPTIONAL)

PURPOSE

The Residential Air Conditioner Cycling Program is an optional, supplemental service that permits participating residential Customers an opportunity to voluntarily allow the Company to cycle their central air conditioners with the use of a direct load control Device installed at their residence. Customers will receive a monthly monetary incentive for successfully participating in the Program during the Air Conditioning Season.

DEFINITIONS

AC Cycling is the effect of the Company sending a signal to a Device installed at the Customer's residence and instructing it to cycle the Central Air Conditioning compressor for a specified length of time.

Air Conditioning Season is the three-month period that commences on June 1 and continues through August 31 of each calendar year.

Central Air Conditioning is a home cooling system that is controlled by one or more centrally located thermostats that controls one or more refrigerated air-cooling units located outside the Customer's residence.

Cycling Event is a period during which the Company sends a signal to the Device installed at the Customer's residence, which instructs the Device to begin AC Cycling.

Device is a direct load control device installed at a Customer's residence that enables the Company to initiate AC Cycling.

Notification refers to the Customer's indication of intent to initiate or terminate participation in the Program by either contacting the Company's Customer Service Center, providing written notice or submitting an electronic Application via the Company's website.

Opt Out is the term used to describe the one-day per month during each month of the Air Conditioning Season in which the Customer may choose to temporarily not participate in AC Cycling by providing advanced Notification to the Company.

Program Operation Area describes the area in which the Program will be offered to Customers and is comprised of the entire counties of Ada and Canyon and the Emmett area as defined by the Company.

SCHEDULE 81
RESIDENTIAL AIR CONDITIONER
CYCLING PROGRAM
(OPTIONAL)
(Continued)

AVAILABILITY

Service under this schedule is available on an optional basis to Customers taking service under Schedule 1 who have Central Air Conditioning located at their residences and live within the Program Operation Area. Customers may request to be added to the Program at any time during the year by providing Notification to the Company.

Service under this schedule may be limited based upon the availability of Program equipment and/or funding. The Company shall have the right to select and reject Program participants at its sole discretion based on criteria the Company considers necessary to ensure the effective operation of the Program. Selection criteria may include, but will not be limited to, energy usage, residential location, size of home, or other factors. Customers' Central Air Conditioning equipment must be fully functional and comply with the National Electric Code (NEC) standards. Customers who are renting or leasing their home must provide to the Company written proof of the express permission of the owner of the Central Air Conditioning system prior to acceptance into the program.

TERMS AND CONDITIONS

Upon acceptance into the Program, Customers will be subject to the following terms and conditions:

1. Each eligible Customer who chooses to take service under this optional schedule is thereby giving the Company or its representative permission, on reasonable notice, to enter the Customer's residence or property to install a Device and, in certain cases, either a mass memory meter or an end-use meter and to allow Idaho Power or its representative, with prior notice to the Customer, reasonable access to the Device or other Program-related equipment following its installation.
2. Customers added to the Program during the Air Conditioning Season must be effectively participating in the Program prior to the 20th day of the month in order to receive an incentive payment for that initial month.
3. A Customer may Opt Out of the Program for one day per month during each month of the Air Conditioning Season.
4. A Customer may discontinue participation in the Program without penalty by providing Notification to the Company.
5. If there is evidence of alteration, tampering, or otherwise interfering with the Company's ability to initiate a Cycling Event, the Customer's participation in the Program will be terminated and the Customer will be required to reimburse the Company for the cost of replacement or repair of the Device or other Program equipment and the Company will reverse any amounts credited to the Customer's bills during the past twelve months as a result of the Customer's participation in the Program.

SCHEDULE 81
RESIDENTIAL AIR CONDITIONER
CYCLING PROGRAM
(OPTIONAL)
(Continued)

PROGRAM DESCRIPTION

1. At the Company's expense, the Company or its representative will install a Device at the Customer's residence.

2. A financial incentive of \$7.00 per month for each of the three months of the Air Conditioning Season will be paid to each Customer who successfully participates in the Program. This incentive will be paid in the form of a credit on the Customer's monthly bill for each month that the Customer successfully participates in the Program, beginning with the July bill and ending with the September bill. Incentive payments are limited to one controlled Central Air Conditioning unit per metered service point. Customer's who have more than one Central Air Conditioning unit at a metered service point may participate in the Program. A Device must be installed at each Central Air Conditioning unit. However, no additional incentive will be paid.

3. The Company will send a signal to the Device to initiate a Cycling Event. A Cycling Event may be up to four hours per day on any weekday during the Air Conditioning Season. A Cycling Event may occur over a continuous 4-hour period or may be segmented throughout the day at the Company's discretion in order to optimize available resources. Cycling Events may occur up to 40 hours each month and will not exceed a total of 120 hours per Air Conditioning Season. Mass memory meters or end-use meters may be installed on some Customers' residences or Central Air Conditioning units for program evaluation purposes. The residences or Central Air Conditioning units selected for installation of the meter shall be at the Company's sole discretion.

SPECIAL CONDITIONS

The Company is not responsible for any consequential, incidental, punitive, exemplary or indirect damage to the participating Customer or third parties that results from AC Cycling, from the Customer's participation in the Program, or of Customer's efforts to reduce peak energy use while participating in the Program.

The Company makes no warranty of merchantability or fitness for a particular purpose with respect to the Device and any and all implied warranties are disclaimed.

The Company shall have the right to select the AC Cycling schedule and the percentage of Customers' Central Air Conditioning systems to cycle at any one time, up to 100%, at its sole discretion.

The provisions of this schedule do not apply for any time period that the Company interrupts the Customer's load for a system emergency or any other time that a Customer's service is interrupted by events outside the control of the Company. The provisions of this schedule will not affect the calculation or rate of the regular Service or Energy Charges associated with a Customer's standard service schedule.

SCHEDULE 84
CUSTOMER ENERGY
PRODUCTION NET METERING

AVAILABILITY

Service under this schedule is available throughout the Company's service territory within the State of Idaho for Customers intending to operate as Sellers under this schedule to generate electricity to reduce all or part of their monthly energy usage.

Service under this schedule is available on a first-come, first-served basis until the cumulative generation nameplate capacity of net metering systems equals 2.9 MW, which represents one-tenth of one percent of the Company's retail peak demand during 2000. No single Seller may connect more than 20 percent of the cumulative generation nameplate capacity connected under this schedule.

APPLICABILITY

Service under this schedule is applicable to any Seller that:

1. Owns and/or operates a Generation Facility fueled by solar, wind, biomass, or hydropower, or represents fuel cell technology; and

2. Maintains its retail electric service account for the loads served at the Point of Delivery adjacent to the Generation Interconnection Point as active and in good standing; and

3. Meets all applicable requirements of the Company's Schedule 72 and Generation Interconnection Process; and

4. Takes retail electric service under:

a. Schedule 1 or Schedule 7; and

Owns and/or operates a Generation Facility with a total nameplate capacity rating of 25 kW or smaller that is interconnected to the Seller's individual electric system on the Seller's side of the Point of Delivery, thus all energy received and delivered by the Company is through the existing watt-hour retail meter.

b. Schedules other than Schedule 1 or Schedule 7; and

Owns and/or operates a Generation Facility with a total nameplate capacity rating of 100 kW or smaller that is interconnected at a Generation Interconnection Point that is adjacent to the Seller's Point of Delivery and is metered at the same voltage through a meter that is separate from the retail load metering at the Seller's Point of Delivery.

SCHEDULE 84
CUSTOMER ENERGY
PRODUCTION NET METERING
(Continued)

APPLICABILITY (Continued)

One-Meter Option: A separate meter from the existing retail load metering at the Seller's Point of Delivery is not required if:

1. The Generation Facility has a total nameplate capacity rating of 25 kW or smaller; and
2. The Generation Facility has a total nameplate capacity rating no more than 2% of the Seller's Basic Load Capacity (BLC) or comparable average maximum monthly Billing Demands.

A Seller who uses the One-Meter Option will not receive financial credit for any Excess Net Energy during the Billing Period.

DEFINITIONS

Avoided Energy Cost is the monthly weighted average of the daily on-peak and off-peak Dow Jones Mid-Columbia Electricity Price Index (Dow Jones Mid-C Index) prices for non-firm energy. This rate is calculated based upon the previous calendar month's data. If the Dow Jones Mid-C Index prices are not reported for a particular day or days, the average of the immediately preceding and following reporting periods or days will be used.

Basic Load Capacity (BLC) is the average of the two greatest non-zero monthly Billing Demands established during the 12-month period which includes and ends with the current Billing Period.

Excess Net Energy means the positive difference between the kWh generated by a Seller and the kWh supplied by the Company over the applicable Billing Period.

Generation Facility means all equipment used to generate electric energy where the resulting energy is either delivered to the Company via a single meter at the Point of Delivery or Generation Interconnection Point, or is consumed by the Seller.

Generation Interconnection Process is the Company's generation interconnection application and engineering review process developed to ensure a safe and reliable generation interconnection.

Interconnection Facilities are all facilities reasonably required by Prudent Electrical Practices and the applicable electric and safety codes to interconnect and safely deliver energy from the Generation Facility to the Point of Delivery or Generation Interconnection Point.

SCHEDULE 84
CUSTOMER ENERGY
PRODUCTION NET METERING
(Continued)

DEFINITIONS (Continued)

Generation Interconnection Point is the point where the conductors installed to allow receipt of Seller's generation connect to the Company's facilities adjacent to the Seller's Point of Delivery.

Point of Delivery is the retail metering point where the Company's and the Seller's electrical facilities are interconnected to allow Seller to take retail electric service from the Company.

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.

Schedule 72 is the Company's service schedule which provides for interconnection to non-utility generation or its successor schedule(s) as approved by the Commission.

Seller is any Customer that owns and/or operates a Generation Facility and desires to interconnect the Generation Facility to the Company's system to potentially sell net surplus energy to the Company.

MONTHLY BILLING

The Seller shall be billed in accordance with the Seller's applicable standard service schedule, including appropriate monthly charges.

CONDITIONS OF PURCHASE AND SALE

The conditions listed below shall apply to all transactions under this schedule.

1. Balances of generation and usage by the Seller:
 - a. If electricity supplied by the Company during the Billing Period exceeds the electricity generated by the Seller and delivered to the Company during the Billing Period, the Seller shall be billed for the net electricity supplied by the Company at the Seller's standard schedule retail rate, in accordance with normal metering practices.
 - b. If electricity generated by the Seller during the Billing Period exceeds the electricity supplied by the Company during the Billing Period, the Seller:
 - i. Shall be billed for the applicable Demand and other non-energy charges for the Billing Period under the Seller's standard service schedule, and

SCHEDULE 84
CUSTOMER ENERGY
PRODUCTION NET METERING
(Continued)

CONDITIONS OF PURCHASE AND SALE (Continued)

ii. Shall be financially credited for the Excess Net Energy delivered to the Company during the Billing Period at the Seller's standard service schedule retail rate for Schedule 1 or Schedule 7 service. Sellers taking service under schedules other than Schedule 1 or Schedule 7 will be credited an amount per kWh equal to 85 percent of the most recently calculated monthly per kWh Avoided Energy Cost for the kWh of Excess Net Energy delivered to the Company.

iii. Shall not be financially credited for Excess Net Energy delivered to the Company if taking service under a schedule other than Schedule 1 or Schedule 7 and the qualified Seller is utilizing the One-Meter Option.

iv. Shall, if taking service under a schedule other than Schedule 1 or Schedule 7, be billed the applicable retail rate for any net usage delivered by the Company and recorded on the Seller's generation meter.

2. As a condition of interconnection with the Company, the Seller shall:

a. Complete and maintain all requirements of interconnection in accordance with the applicable portions of Schedule 72.

b. Complete and maintain all requirements of the Company's Generation Interconnection Process.

c. Obtain written confirmation from the Company that all conditions to interconnection have been fulfilled prior to operation of the Generation Facility. Such confirmation shall not be unreasonably withheld by the Company.

3. The Seller shall never deliver or attempt to deliver energy to the Company's system when the Company's system serving the Seller's Generation Facility is de-energized for any reason.

4. The Company shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a net metering facility to the Company's system, or for the acts or omissions of the Seller that cause loss or injury, including death, to any third party.

5. The Seller is responsible for all costs associated with the Generation Facility and Interconnection Facilities. The Seller is also responsible for all costs associated with any Company additions, modifications, or upgrades to any Company facilities that the Company determines are necessary as a result of the installation of the Generation Facility in order to maintain a safe, reliable electrical system.

SCHEDULE 84
CUSTOMER ENERGY
PRODUCTION NET METERING
(Continued)

CONDITIONS OF PURCHASE AND SALE (Continued)

6. 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 operating conditions on its system.

7. If the Company is required by the Commission to institute curtailment of deliveries of electricity to its customers, the Company may require the Seller to curtail its consumption of electricity in the same manner and to the same degree as other Customers within the same customer class who do not own Generation Facilities.

8. The Seller shall grant to the Company all access to all Company equipment and facilities including adequate and continuing access rights to the property of the Seller for the purpose of installation, operation, maintenance, replacement or any other service required of said equipment as well as all necessary access for inspection, switching and any other operational requirements of the Seller's Interconnections Facilities.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY

AVAILABILITY

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

APPLICABILITY

Service under this schedule is applicable to any Seller that:

1. Owns or operates a Qualifying Facility with a nameplate capacity rating of less than 10 MW and desires to sell Energy generated by the Qualifying Facility to the Company on a non-firm, if, as, and when available basis;
2. Meets all applicable requirements of the Company's Schedule 72 and the Generation Interconnection Process.

DEFINITIONS

Avoided Energy Cost is the weighted average of the daily on-peak and off-peak Dow Jones Mid-Columbia Electricity Price Index (Dow Jones Mid-C Index) prices for nonfirm energy published in the Wall Street Journal. If the Dow Jones Mid-C Index prices are not reported for a particular day or days, the average of the immediately preceding and following reporting periods or days will be used.

Designated Dispatch Facility is the Company's Boise Bench Dispatch Center.

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

Generation Facility means equipment used to produce electric energy at a specific physical location, which meets the requirements to be a Qualifying Facility.

Generation Interconnection Process is the Company's generation interconnection application and engineering review process developed to ensure a safe and reliable generation interconnection.

Interconnection Facilities are all facilities reasonably required by Prudent Electrical Practices and the National Electric Safety Code to interconnect and safely deliver Energy from the Qualifying Facility to the Company's system, including, but not limited to, connection, transformation, switching, metering, relaying, communications, disconnection, and safety equipment.

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

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY
(Continued)

DEFINITIONS (Continued)

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

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 cogeneration facility or a small power production facility which meets the PURPA criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

Schedule 72 is the Company's service schedule which provides for interconnection to non-utility generation or its successor schedule(s) as approved by the Commission.

Seller is any entity that owns or operates a Qualifying Facility and desires to sell Energy to the Company.

Standby Power is electrical energy or capacity supplied by the Company during an unscheduled outage of a Qualifying Facility to replace energy consumed by the seller which is ordinarily supplied by the Seller's Qualifying Facility.

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

Supplementary Power is electric energy or capacity supplied by the Company which is regularly used by a Seller in addition to the Energy and capacity which the Qualifying Facility usually supplies to the Seller.

PURCHASE PRICE

The Company will pay the Seller monthly, for each kWh of Energy delivered and accepted at the Point of Delivery during the preceding calendar month, an amount equal to 85 percent of the monthly Avoided Energy Cost.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY
(Continued)

CONDITIONS OF PURCHASE AND SALE

The conditions listed below shall apply to all transactions under this schedule.

1. The Company shall purchase Energy from any Seller that offers to sell Energy to the Company.
2. As a condition of interconnection with the Company, the Seller shall:
 - a. Complete and maintain all requirements of interconnection in accordance with Schedule 72.
 - b. Complete and maintain all requirements of the Company's Generation Interconnection Process.
 - c. Submit proof to the Company of all insurance required by paragraph 12.
 - d. Obtain written confirmation from the Company that all conditions to interconnection have been fulfilled prior to operation of the Generation Facility. Such confirmation shall not be unreasonably withheld by the Company.
3. The Seller shall never deliver or attempt to deliver energy to the Company's system when the Company's system serving the Seller's Generation Facility is de-energized for any reason.
4. 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.
5. The Company shall offer to provide Standby Power and Supplementary Power to the Seller. Charges for 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 Seller shall maintain at the Qualifying Facility or such other location mutually acceptable to the Company and Seller, adequate metering and related power production records, in a form and content recommended by the Company.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY
(Continued)

CONDITIONS OF PURCHASE AND SALE (Continued)

Either the Seller or the Company after reasonable notice to the other party, shall have the right, during normal business hours, to inspect and audit any or all such metering and related power production records pertaining to the Seller's account.

8. During a period of shortage of energy on the Company's system, the Seller shall, at the Company's request and within the limits of reasonable safety requirements as determined by the Seller, use its best efforts to provide requested Energy, and shall, if necessary, delay any scheduled shutdown of the Qualifying Facility.

9. The Company and the Seller shall maintain appropriate operating communications through the Designated Dispatch Facility.

10. 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 operating conditions on its system.

11. If the Company is required by the Commission to institute curtailment of deliveries of electricity to its Customers, the Company may require the Seller to curtail its consumption of electricity in the same manner and to the same degree as other Customers within the same Customer class who do not own Generation Facilities.

12. The Seller shall secure and continuously carry liability insurance coverage for both bodily injury and property damage liability in the amount of not less than \$1,000,000 each occurrence combined single limit.

Such insurance shall include an endorsement naming the Company as an additional insured insofar as liability arising out of operations under this schedule and a provision that such liability policies shall not be canceled or their limits of liability reduced without 30 days' written notice to the Company. The Seller shall furnish the Company with certificates of insurance together with the endorsements required herein. The Company shall have the right to inspect the original policies of such insurance.

13. The Seller 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 Seller. The Seller 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 Seller shall execute such other grants, deeds, or documents as the Company may require to enable it to record such rights of way and easements.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY
(Continued)

CONDITIONS OF PURCHASE AND SALE (Continued)

14. Depending on the size and location of the Seller's Qualifying Facility, it may be necessary for the Company to establish additional requirements for operation of the Qualifying Facility. These requirements may include, but are not limited to, voltage, reactive, or operating requirements.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY

Idaho Power Company
For the Purchase of Non-Firm
Energy From Qualifying Facilities

THIS AGREEMENT Made this _____ day of _____, 20_____,
between _____ whose mailing address is
_____ hereinafter called Seller 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. Company shall purchase Energy produced by the Seller's Qualifying Facility located at or near, _____ County of _____, State of Idaho, located in the _____ of Section _____, Township, _____ Range _____, BM, in the form of three phase 60 Hz and at a nominal phase to phase potential of _____ volts, subject to emergency operating conditions of the Company. Purchases under this Agreement are subject to the Company's applicable Tariff provisions, including but not limited to Schedules 86 and 72 approved by and as may be hereafter modified by the Idaho Public Utilities Commission ("Commission") and the provisions of this Agreement.

2. Seller shall pay Company for all costs of Interconnection Facilities as provided for in Exhibit A of this Agreement and Schedule 72.

3. In addition to the charges provided under Paragraph 2, Seller shall pay to the Company the monthly Operation & Maintenance Charge specified in Schedule 72 on the investment by the Company in Interconnection Facilities which investment is set forth in Exhibit A, attached hereto and made a part hereof. As such investment changes, in order to provide facilities to serve Seller's requirements, Company shall notify Seller in writing of additions or deletions of facilities by forwarding a dated revised Exhibit A, which shall become part of this Agreement. The monthly Operation & Maintenance Charge will be adjusted to correspond to the Revised Exhibit A.

4. The initial date of acceptance of Energy under this Agreement 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 shall become effective on the date first above written, and shall continue to full force and effect until canceled by Seller upon sixty (60) days prior written notice.

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 Commission and such other administrative bodies having jurisdiction.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY

Idaho Power Company
For the Purchase of Non-Firm
Energy From Qualifying Facilities
(Continued)

7. Nothing herein shall be construed as limiting the Commission from changing any 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 Seller to unilaterally make application to the Commission for any such change.

8. This Agreement shall not become effective until the Commission approves all terms and provisions hereof without change or condition and declares that all payments to be made hereunder shall be allowed as prudently incurred expenses for rate making purposes.

(APPROPRIATE SIGNATURES)

SCHEDULE 89
UNIT AVOIDED ENERGY COST
FOR COGENERATION AND SMALL
POWER PRODUCTION

AVAILABILITY

Service under this schedule is available in the service territory of Idaho Power Company in the State of Idaho.

APPLICABILITY

Service under this schedule is applicable to any Seller who owns or operates a Qualifying Facility supplying the Company with both Capacity and Energy under Option 3 or 4 of a Power Sales Agreement.

DEFINITIONS

Capacity means the ability of the facility to generate electric power, expressed in kW, less station use and less step-up transformation losses to the high voltage bus at the generator site.

Cogeneration Facility means equipment used to produce electric energy and forms of useful thermal energy (such as heat or steam), used for industrial, commercial, heating or cooling purposes, through the sequential use of energy.

Company means the Idaho Power Company.

Qualifying Facility or Facility means a Cogeneration Facility or a Small Power Production Facility which meets the criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

Seller as used herein means any individual, partnership, corporation, association, governmental agency, political subdivision, municipality or other entity that owns or operates a Qualifying Facility.

Small Power Production Facility means the equipment used to produce electric energy solely by the use of biomass, waste, solar power, wind or any other renewable resource.

MONTHLY PAYMENTS

The Company will compensate the Seller for the energy delivered and accepted each month under the terms of the Power Sales Agreement at the following rate:

2.727¢ per kWh for all kWh

SCHEDULE 91
ENERGY EFFICIENCY RIDER

APPLICABILITY

This schedule is applicable to all retail Customers served under the Company's schedules and special contracts. This Energy Efficiency Rider is designed to fund the Company's expenditures for the analysis and implementation of energy conservation and demand response programs.

MONTHLY CHARGE

The Monthly Charge is equal to the applicable Energy Efficiency Rider percentage times the sum of the monthly billed charges for the base rate components. The Monthly Charge will be separately stated on the Customer's regular billing.

| <u>Schedule</u> | <u>Energy Efficiency Rider</u> |
|-----------------|--|
| Schedule 1 | 1.5 %, but not to exceed \$1.75 per meter per month |
| Schedule 4 | 1.5 %, but not to exceed \$1.75 per meter per month |
| Schedule 5 | 1.5 %, but not to exceed \$1.75 per meter per month |
| Schedule 7 | 1.5 % |
| Schedule 9 | 1.5 % |
| Schedule 15 | 1.5 % |
| Schedule 19 | 1.5 % |
| Schedule 24 | 1.5 %, but not to exceed \$50.00 per meter per month |
| Schedule 39 | 1.5 % |
| Schedule 40 | 1.5 % |
| Schedule 41 | 1.5 % |
| Schedule 42 | 1.5 % |
| Schedule 26 | 1.5 % |
| Schedule 29 | 1.5 % |
| Schedule 30 | 1.5 % |

SCHEDULE 95
ADJUSTMENT FOR MUNICIPAL
FRANCHISE FEES

PURPOSE

The purpose of this schedule is to set forth the charges such as license, privilege, franchise, business, occupation, operating, excise, sales or use of street taxes or other charges imposed on the Company by municipal corporations and billed separately by the Company to its Customers within the corporate limits of a municipality.

APPLICABILITY

This schedule is applicable to all bills for Electric Service calculated under the Company's schedules and special Contracts in the Company's service area within the State of Idaho as provided in Rule C of this Tariff.

CHARGE

The rates and charges for Electric Service provided under the Company's schedules will be proportionately increased by the following charge within the municipality on and after the effective date of the charge for the applicable municipal ordinance, which charge will be separately stated on the Customer's regular billing.

| <u>Municipality</u> | <u>Ordinance No.</u> | <u>Effective Date Of Charge</u> | <u>Charge</u> |
|---------------------|----------------------|-------------------------------------|---------------|
| City of Aberdeen | 267 | July 28, 2005 | 1% |
| City of Blackfoot | 2032 | December 29, 2006 | 1% |
| City of Bliss | 03-38 | November 28, 2003 | 1% |
| City of Boise | 5650 | October 26, 1995 | 1% |
| City of Buhl | 835 | November 20, 1997 | 1% |
| City of Caldwell | 2133 | June 26, 1996 | 1% |
| City of Carey | 96-06 | March 25, 1997 | 1% |
| City of Cascade | 537 | November 16, 1995 | 1% |
| City of Chubbuck | 498 | January 21, 1999 | 1% |
| City of Council | 362 | September 1, 2000 | 1% |
| City of Eagle | 349 | January 1, 2005 | 3% |
| City of Emmett | 858 | June 26, 1996 | 1% |

SCHEDULE 95
ADJUSTMENT FOR MUNICIPAL
FRANCHISE FEES
(Continued)

CHARGE (Continued)

| <u>Municipality</u> | <u>Ordinance No.</u> | <u>Effective Date Of Charge</u> | <u>Charge</u> |
|-----------------------|----------------------|-------------------------------------|---------------|
| City of Fairfield | 199 | May 29, 2003 | 1% |
| City of Fruitland | 393 | March 21, 2001 | 1% |
| City of Garden City | 850-06 | September 27, 2006 | 3% |
| City of Glenns Ferry | 452 | March 24, 1999 | 1% |
| City of Gooding | 638 | January 27, 2005 | 1% |
| City of Grand View | 99-4 | January 21, 2000 | 1% |
| City of Greenleaf | 136 | October 22, 1999 | 1% |
| City of Hailey | 753 | August 18, 2000 | 1% |
| City of Idaho City | 252 | September 25, 1996 | 1% |
| City of Inkom | 96-195 | July 26, 1996 | 1% |
| City of Jerome | 959 | February 28, 2005 | 1% |
| City of Ketchum | 890 | January 28, 2004 | 3% |
| City of Kimberly | 522 | May 27, 2005 | 1% |
| City of Leadore | 32 | June 20, 2000 | 1% |
| City of McCall | 713 | November 20, 1997 | 1% |
| City of Melba | 212 | February 28, 2007 | 1% |
| City of Meridian | 800 | December 22, 1998 | 1% |
| City of Middleton | 287 | October 22, 1999 | 1% |
| City of Mountain Home | 1251 | October 24, 1996 | 1% |
| City of Nampa | 3181 | January 30, 2007 | 1% |
| City of New Meadows | 306-06 | May 30, 2007 | 3% |
| City of Pocatello | 2511 | October 26, 1995 | 1% |
| City of Richfield | 175 | March 27, 1996 | 3% |
| City of Star | 21 | May 24, 1999 | 1% |
| City of Twin Falls | 2610 | August 24, 1999 | 1% |
| City of Wendell | 460 | November 29, 2006 | 1% |
| City of Wilder | 486 | May 27, 2004 | 1% |

SCHEDULE 98
RESIDENTIAL AND SMALL FARM
ENERGY CREDIT

APPLICABILITY

This schedule is applicable to the qualifying electric energy delivered to residential Customers taking service under Schedules 1, 4 and 5, qualifying long-term care facilities taking service under Schedule 7 or Schedule 9 who are not providing full medical care to residents and where the average patient stay is 30 days or longer, and to agricultural Customers operating a water pumping or water delivery system used to irrigate agricultural crops or livestock pasturage under Schedule 24.

The Residential and Small Farm Energy Credit (Credit) is the result of the Settlement Agreement between the Company and BPA dated October 31, 2000. The Settlement Agreement provides for the determination of benefits during the period October 1, 2001 through September 30, 2011. The Credit under this schedule is effective October 26, 2001. This schedule shall expire when the benefits derived from the Settlement Agreement for the period October 1, 2001 through September 30, 2011 have been credited to customers as provided for under this schedule.

QUALIFYING ELECTRIC ENERGY

All kWh of energy delivered during the Billing Period to residential Customers taking service under Schedules 1, 4 and 5, and qualifying long-term care facilities taking service under Schedule 7 or Schedule 9, as described above, qualifies for the Credit under this schedule. The kWh of energy delivered during the Billing Period to applicable agricultural Customers taking service under Schedule 24 or Schedule 25 which qualifies for the Credit under this schedule is limited to either the agricultural Customer's actual metered energy or 222,000 kWh, whichever is less. Agricultural Customers will be identified by tax identification number or Social Security Number for purposes of determining qualifying electric energy under this schedule.

CREDIT ADJUSTMENT

An energy credit factor for residential Customers and qualifying long-term care facilities will be computed for each Billing Period and will be determined by dividing the monthly benefit derived from the Settlement Agreement by the projected kWh of energy consumption by residential Customers and qualifying long-term care facilities for the Billing Period. A Credit equal to the credit adjustment factor times the qualifying kWh of electric energy will be included on each Customer billing.

An energy credit factor for applicable agricultural Customers will be computed on an annual basis by dividing the annual benefit derived from the Settlement Agreement by the qualifying kWh of electric energy billed to applicable agricultural Customers for the October through September Billing Periods. A Credit equal to the credit adjustment factor times the qualifying kWh of electric energy billed to each applicable agricultural Customer during the October through September Billing Periods will be issued to each applicable agricultural Customer in December of each year.

SCHEDULE 26
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
FOR
MICRON TECHNOLOGY, INC.
BOISE, IDAHO

SPECIAL CONTRACT DATED SEPTEMBER 1, 1995

MONTHLY CONTRACT DEMAND CHARGE

\$2.04 per kW of Scheduled Contract Demand

SCHEDULED MONTHLY CONTRACT DEMAND

The Scheduled Monthly Contract Demand is 0 - 140,000 kW as per the contract with one year written notification.

MONTHLY BILLING DEMAND CHARGE

\$8.29 per kW of Billing Demand but not less than Scheduled Minimum Monthly Billing Demand.

MINIMUM MONTHLY BILLING DEMAND

The Minimum Monthly Billing Demand will be 25,000 kilowatts.

DAILY EXCESS DEMAND CHARGE

\$0.253 per each kW over the Contract Demand.

The Daily Excess Demand Charge is applicable beginning January 1997 or once the Contract Demand reaches 100,000 kW, which ever comes first.

MONTHLY ENERGY CHARGE

1.6900¢ per kWh

POWER COST ADJUSTMENT*

0.2419¢ per kWh

*This Power Cost Adjustment is computed as provided in Schedule 55.

MONTHLY O & M CHARGES

Zero percent of total cost of Substation Facilities.

SCHEDULE 29
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
FOR
J. R. SIMPLOT COMPANY
POCATELLO, IDAHO

SPECIAL CONTRACT DATED JUNE 29, 2004

MONTHLY CHARGES

Contract Demand Charge
\$1.87 per kW of Contract Demand

Demand Charge,
\$6.41 per kW of Billing Demand but no less than the Contract Demand less 5,000 kW

Daily Excess Demand Charge
\$0.253 per each kW over the Contract Demand

Energy Charge
1.6981¢ per kWh

Power Cost Adjustment*
0.2419¢ per kWh

*This Power Cost Adjustment is computed as provided in Schedule 55.

Monthly Facilities Charge
1.7% of the Company's investment in Distribution Facilities

SCHEDULE 30
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
 FOR
UNITED STATES DEPARTMENT OF ENERGY
IDAHO OPERATIONS OFFICE

SPECIAL CONTRACT DATED MAY 16, 2006
CONTRACT NO. GS-OOP-99-BSD-0124

AVAILABILITY

This schedule is available for firm retail service of electric power and energy delivered for the operations of the Department of Energy's facilities located at the Idaho National Engineering Laboratory site, as provided in the Contract for Electric Service between the parties.

MONTHLY CHARGE

The Monthly Charge for electric service shall be the sum of the Demand and Energy Charges determined at the following rates:

| | | |
|----|--|---------|
| 1. | Demand Charge, per kW of Billing Demand | \$6.92 |
| 2. | Energy Charge, per kWh | 1.8213¢ |
| 3. | Power Cost Adjustment*, per kWh | 0.2419¢ |

*This Power Cost Adjustment is computed as provided in Schedule 55.

SPECIAL CONDITIONS

1. Billing Demand. The Billing Demand shall be the average kW supplied during the 30-minute period of maximum use during the month.

2. Power Factor Adjustment. When the Power Factor is less than 95 percent during the 30-minute period of maximum load for the month, Company may adjust the measured Demand to determine the Billing Demand by multiplying the measured kW of Demand by 0.95 and dividing by the actual Power Factor.

SCHEDULE 31
IDAHO POWER COMPANY
AGREEMENT FOR SUPPLY OF
STANDBY ELECTRIC SERVICE
FOR
THE AMALGAMATED SUGAR COMPANY

MONTHLY CHARGES

| | |
|--|--------|
| <u>Standby Contract Demand Charge</u> , per kW of Standby Contract Demand | \$0.24 |
|--|--------|

| | |
|---|--------|
| <u>Standby Facilities Contract Demand Charge</u> Per kW of Standby Facilities Contract Demand: | |
| Paul Facility: | \$0.83 |
| Nampa Facility: | \$0.85 |
| Twin Falls Facility: | \$0.47 |

| | |
|--|--------|
| <u>Standby Billing Demand Charge</u> , per kW of Standby Billing Demand | \$2.58 |
|--|--------|

Excess Demand Charge
\$0.50 per day for each kW taken in excess of the Total Contract Demand during the months of September through March

\$0.75 per day for each kW taken in excess of the Total Contract Demand during the months of April through August

\$5.00 per kW for the highest Excess Demand recorded during the Billing Period. (This charge will not be prorated.)

Energy Charge Energy taken with Standby Demand will be priced at the applicable Schedule 19 Energy Charge.

IDAHO PUBLIC UTILITIES COMMISSION

TARIFF NO. ~~2829~~

GENERAL RULES, REGULATIONS AND RATES
APPLICABLE TO ELECTRIC SERVICE IN THE TERRITORY
SERVED FROM THE COMPANY'S INTERCONNECTED SYSTEM
IN IDAHO

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