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IDAHO PUBLIC
UTILITIES COMMISSION

DONOVAN E. WALKER
Corporate Counsel

November 7, 2008

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Re: Case No. IPC-E-08-23
*IN THE MATTER OF IDAHO POWER COMPANY'S PETITION FOR
APPROVAL OF CHANGES TO THE IRRIGATION PEAK REWARDS
PROGRAM, AND FOR AUTHORITY TO RECOVER THE COST OF THE
PROGRAM IN THE PCA*

Dear Ms. Jewell:

Enclosed please find for filing an original and seven (7) copies of Idaho Power's Petition in the above matter.

In addition, enclosed are an original and eight (8) copies each of the testimonies of Gregory W. Said and Timothy E. Tatum that are being submitted in support of Idaho Power's enclosed filing. One copy of each of the testimonies has been designated as the "Reporter's Copy." In addition, a disk containing Word versions of each of the above testimonies has been provided for the Reporter and has been marked accordingly.

Also, I would appreciate it if you would return a stamped copy of this letter for Idaho Power's file in the enclosed stamped, self-addressed envelope.

Very truly yours,

A handwritten signature in black ink, appearing to read "Donovan E. Walker".

Donovan E. Walker

DEW:csb
Enclosures

P.O. Box 70 (83707)
1221 W. Idaho St.
Boise, ID 83702

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IDAHO PUBLIC
UTILITIES COMMISSION

Attorneys for Idaho Power Company

Street Address for Express Mail:
1221 West Idaho Street
Boise, Idaho 83702

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER)
COMPANY'S PETITION FOR APPROVAL) CASE NO. IPC-E-08-23
OF CHANGES TO THE IRRIGATION)
PEAK REWARDS PROGRAM, AND FOR) PETITION
AUTHORITY TO RECOVER THE COST)
OF THE PROGRAM IN THE PCA)
_____)

COMES NOW, Idaho Power Company ("Idaho Power" or "Company") and, in accordance with Idaho Code § 61-503 and RP 053, hereby requests that the Commission issue its Order authorizing the Company to: (1) modify the Irrigation Peak Rewards Program ("Program") consistent with the terms of the settlement Stipulation enclosed herewith and (2) to allow the Company to recover the cost of the Program in its Power Cost Adjustment ("PCA"). This Petition is based on the following:

1. This Petition is the result of workshops that were held as an outgrowth from the settlement Stipulation in the Company's last general rate proceeding, Case No. IPC-E-07-08. The Company hosted a workshop to review the current Program and explore possible modifications to it. Attendees of the workshop included representatives of the Idaho Irrigation Pumpers Association, Inc. ("IIPA"), Idaho Power agricultural irrigation customers, Commission Staff, and Company representatives. Two follow-up phone conference workshops were held where the terms of the present Stipulation were discussed and agreed upon by IIPA, Commission Staff, and the Company (the "Parties"). The Parties have agreed to support this Petition to modify the Program in accordance with the provisions of the settlement Stipulation, which is enclosed as Attachment No.1 to this Petition.

2. Filed concurrently with this Petition, is the direct testimony of Idaho Power witness Timothy Tatum. Mr. Tatum's testimony provides additional detail regarding the rationale underlying the changes to the Program reflected in the Stipulation. Mr. Tatum also describes the marketing efforts the Company has committed to undertake in order to promote the Program.

3. Also filed concurrently with this Petition, is the direct testimony of Idaho Power witness Gregory W. Said. Mr. Said's testimony provides the Company's proposal for recovering Program expenses via the Company's Power Cost Adjustment ("PCA") mechanism. Mr. Said proposes that as the next step in promoting cost-effective demand-side management ("DSM") resources, the Commission should consider funding sources beyond or in addition to the Rider funding approach. Mr. Said discusses how a demand response program, such as the one proposed in this matter, provides the

opportunity to fund specific Demand-Side Management program expenses in a manner similar to funding a generation-side resource. Based upon that premise, Mr. Said proposes a method for recovering the Program expenses via the Company's PCA mechanism.

4. The Parties recommend that the Commission issue its Order approving the Stipulation in its entirety, without material change or condition, and authorize Idaho Power to modify the Program in the manner set out in the Stipulation.

5. As noted in paragraph 1 of the Stipulation, all of the Parties agree that the Stipulation is in the public interest and that all of its terms and conditions are fair, just, and reasonable.

6. Idaho Power believes that a hearing is not necessary to consider the issues presented herein and therefore respectfully requests that this Petition be processed under modified procedure, i.e., by written submissions rather than by hearing. RP 201, *et seq.* If, however, the Commission determines that a technical hearing is required, the Company stands ready to present its testimony and support this Petition at hearing.

NOW, THEREFORE, Idaho Power respectfully requests the Commission issue a final Order: (1) accepting Attachment No.1, the Stipulation, in its entirety, without material change or condition; (2) authorizing the Company to implement the changes to the Program consistent with the terms of the Stipulation, as shown in the proposed Tariff Schedule 23; and (3) authorizing the Company to recover Program expenses via the Company's Power Cost Adjustment ("PCA") mechanism as discussed in the testimony of Mr. Said.

Respectfully submitted this 7th day of November 2008.

A handwritten signature in black ink, appearing to read "Don E Walker", written over a horizontal line.

DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of November 2008 I served a true and correct copy of the within and foregoing PETITION upon the following named parties by the method indicated below, and addressed to the following:

Commission Staff

Scott Woodbury
Deputy Attorney General
Idaho Public Utilities Commission
472 West Washington
P.O. Box 83720
Boise, Idaho 83720-0074

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email Scott.Woodbury@puc.idaho.gov

Idaho Irrigation Pumpers Association, Inc.

Eric L. Olsen
RACINE, OLSON, NYE, BUDGE &
BAILEY, CHARTERED
P.O. Box 1391
201 East Center
Pocatello, Idaho 83204-1391

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email elo@racinelaw.net



Donovan E. Walker

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-08-23

IDAHO POWER COMPANY

ATTACHMENT NO. 1

DONOVAN E. WALKER (ISB No. 5921)
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Idaho Public Utilities Commission
Office of the Secretary
RECEIVED
NOV - 7 2008
Boise, Idaho

Attorneys for Idaho Power Company

Street Address for Express Mail:
1221 West Idaho Street
Boise, Idaho 83702

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER)
COMPANY'S PETITION FOR APPROVAL) CASE NO. IPC-E-08-23
OF CHANGES TO THE IRRIGATION)
PEAK REWARDS PROGRAM, AND FOR) STIPULATION
AUTHORITY TO RECOVER THE COST)
OF THE PROGRAM IN THE PCA)
_____)

This stipulation ("Stipulation") is entered into by and among Idaho Power Company ("Idaho Power" or the "Company"), the Staff of the Idaho Public Utilities Commission ("Staff"), and the Idaho Irrigation Pumpers Association, Inc. ("IIPA"). These entities are collectively referred to as the "Parties."

I. INTRODUCTION

1. The terms and conditions of this Stipulation are set forth herein. The Parties agree that this Stipulation represents a fair, just, and reasonable compromise of

the issues raised in this proceeding and that this Stipulation is in the public interest. The Parties maintain that this Stipulation and its acceptance by the Idaho Public Utilities Commission ("IPUC" or the "Commission") represents a reasonable resolution of multiple issues identified in this matter. The Parties, therefore, recommend that the Commission, in accordance with RP 274, approve the Stipulation and all of its terms and conditions without material change or condition.

II. BACKGROUND

2. In the settlement Stipulation for Idaho Power's 2007 general rate case, the Parties agreed that a working group would meet to review the current Irrigation Peak Rewards Program ("Program") and explore possible modifications to it. Case No. IPC-E-07-08, Stipulation at p. 5-6, *See also*, Order No. 30508 at p. 8. Pursuant to the rate case Stipulation, and the Commission's Order adopting the same on June 11, 2008, the Company hosted a workshop at its Mini-Cassia office in Heyburn, Idaho, to explore potential modifications to the Program. Attendees of the workshop included representatives of IIPA, Idaho Power agricultural irrigation customers, Commission Staff, and Company representatives. The Parties held two follow-up phone conference workshops where the terms of the present Stipulation were discussed and agreed upon.

3. Based upon the workshop and discussions, the Parties agree to the following terms:

III. TERMS OF THE STIPULATION

4. The Parties agree to modify the Program as set forth in the revised Tariff Schedule 23, Irrigation Peak Rewards Program (Optional), attached hereto as Exhibit A. A red-lined version of this Tariff, showing the proposed changes to the currently

approved Tariff Schedule 23, is attached hereto as Exhibit B. The Parties agree to maintain the currently offered timer-based load control devices as an option under the revised Program, and to institute new dispatchable one-way and two-way communication load control options. Service under the Program permits the Company to turn off specified irrigation pumps for a limited number of hours during the period of June 15 through July 31 ("Program Season"). The Company will utilize either dispatchable or timer-based load control devices to turn off specific irrigation pumps during load control events. In limited applications, eligible customers will be permitted to manually interrupt electric service to participating irrigation pumps during load control events. In exchange for allowing the Company to interrupt service to specified irrigation pumps, participating customers will receive a financial incentive in the form of a bill credit applied to the monthly bills during June and July for each metered service point enrolled in the Program.

5. Dispatchable Interruption Option. The Parties agree that under the Dispatchable Interruption Option, the Company will dispatch service interruptions remotely to specified irrigation pumps any weekday during the Program Season between the hours of 2:00 p.m. and 8:00 p.m. Mountain Daylight Time ("MDT"), excluding July 4. Service interruptions may last up to 4 hours per day and will not exceed 15 hours per calendar week and 60 hours per Program Season. The Company will provide to participating customers notice of pending service interruption by 4:00 p.m. MDT on the day prior to each load control event. The Company will provide subsequent notice of a pending service interruption 30 minutes prior to the start of all load control events and once again prior to the end of all load control events. If prior

notice of a pending load control event has been sent, the Company may choose to revoke the load control event and will provide notice to Customers by 1:30 p.m. MDT on the day of the scheduled load control event. The Company will provide notice of a load control event via telephone, e-mail, and/or text message. The Parties also agree that first year participation in the dispatchable interruption options will be limited to 1,000 metered service points.

6. Customers who elect to participate in the Program under a Dispatchable Option may be eligible for one of the following Dispatchable Options: (1) A dispatchable one-way communication load control device connected to the customer's irrigation pump electrical panel(s) that will give the Company the ability to send a signal to interrupt or not allow the associated irrigation pumps to operate during dispatched load control events, (2) a dispatchable two-way load control device connected to the customer's irrigation pump electrical panel(s) that will give the Company and the customer remote control and monitoring of the pump(s) at a service location, and (3) a Large Service Location option for service points with more than one pump and at least 1,000 horsepower where customers have the choice of dispatchable two-way communication devices, as in option 2, or they can choose to manually control their pumps during load control events.

7. Timer Option. The Parties agree to maintain the currently available timer program as an additional option under the new Program, with the only change being different incentive amounts, and the Program Season. Under the Timer Option, the Company or its representative will install a timer-based load control device on the customer's electrical panel controlling the irrigation pumps at the metered service point

enrolled in the Program. The Company or its representative will set the timer or timers to interrupt specified irrigation pumps on a designated weekday or designated weekdays selected by the customer. The Company will set each timer to interrupt service during the weekday hours of 4:00 p.m. to 8:00 p.m. MDT. 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 during the Program Season. The Company retains the sole right to select the load reduction weekday(s) for each metered service point.

8. Incentive Structure. The Parties agree that in exchange for allowing the Company to turn off specified irrigation pumps, participating customers will receive a financial incentive in the form of a bill credit applied to the monthly bills for June and July for each metered service point enrolled in the Program as follows:

Dispatchable Interruption Option		
Dispatchable Interruption Option	Demand Credit (\$ per Program kW)	Energy Credit (\$ per Program kWh)
1	\$ 4.65	\$ 0.031
2	\$ 4.65	\$ 0.031
3	\$ 4.65	\$ 0.031
Timer Interruption Option		
Timer Option	Demand Credit (\$ per Program kW)	Energy Credit (\$ per Program kWh)
One Weekday	\$ 3.15	\$ 0.000
Two Weekdays	\$ 4.65	\$ 0.002
Three Weekdays	\$ 4.65	\$ 0.007

9. Installation Fees. The Parties agree that an installation fee may be applied depending upon the size, as measured in horsepower, of the irrigation system associated with a participating metered service point. The purpose of the installation

fee is to offset a portion of the installation costs associated with the load control device(s). The Parties agree to the following installation fees:

<u>Horsepower (HP)</u>	<u>Dispatchable Option</u>			<u>Timer Option</u>
	<u>1</u>	<u>2</u>	<u>3 *</u>	
Less than 30 HP	\$500	\$1,000	N/A	\$500
From 30 to 49 HP	\$0	\$500	N/A	\$350
From 50 to 74 HP	\$0	\$0	N/A	\$350
From 75 to 99 HP	\$0	\$0	N/A	\$250
Greater than 99 HP	\$0	\$0	N/A	\$0

Note: (*) An Installation Fee will not be assessed under Dispatchable Option 3.

10. Term of Agreement and Termination. The Parties agree that 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 automatically renew on March 15 of each calendar year unless notice of termination is given by either party to the other prior to the annual renewal date or otherwise terminated as set forth below.

11. The Parties agree that a customer may terminate the participation of a metered service point at no cost by notifying the Company or its representative before the load control device(s) has been installed on the metered service point ("Early Termination").

12. The Parties agree that a customer who terminates the participation of a metered service point anytime between June 15 and July 31 of each calendar year and who does not satisfy the provisions of Early Termination above shall pay the Company a termination fee, which sum will be included on the customer's monthly bill following termination of participation. The customer's bill credit shall be prorated for the number of days in that month the customer satisfactorily participated in the Program. In the first

year that a metered service point becomes enrolled in the Program, a termination fee will also be assessed whenever a Customer does not satisfy the provisions of Early Termination and requests to terminate participation of the newly enrolled metered service point anytime prior to July 31. Upon terminating participation of a metered service point, the customer may not re-enroll that metered service point into the Program until the following calendar year. The Parties agree that termination fees shall be as follows:

Dispatchable Option: \$500.00 per Metered Service Point

Timer Option: \$100.00 per Metered Service Point

13. Program Marketing. The Parties agree that in furtherance of marketing the Program and promoting participation, the Company will provide communication(s) to irrigation customers that will assess what the possible incentive would be, based upon historical usage data, if that customer were participating in the program.

14. The Parties agree that this Stipulation represents a compromise of the positions of the Parties in this case. As provided in RP 272, other than any testimony filed in support of the approval of this Stipulation, and except to the extent necessary for a Party to explain before the Commission its own statements and positions with respect to the Stipulation, all statements made and positions taken in negotiations relating to this Stipulation shall be confidential and will not be admissible in evidence in this or any other proceeding.

15. The Parties submit this Stipulation to the Commission and recommend approval in its entirety pursuant to RP 274. Parties shall support this Stipulation before the Commission, and no Party shall appeal a Commission Order approving the

Stipulation or an issue resolved by the Stipulation. If this Stipulation is challenged by any person not a party to the Stipulation, the Parties to this Stipulation reserve the right to file testimony, cross-examine witnesses, and put on such case as they deem appropriate to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlements embodied in this Stipulation. Notwithstanding this reservation of rights, the Parties to this Stipulation agree that they will continue to support the Commission's adoption of the terms of this Stipulation.

16. If the Commission rejects any part or all of this Stipulation, or imposes any additional material conditions on approval of this Stipulation, each Party reserves the right, upon written notice to the Commission and the other Parties to this proceeding, within 14 days of the date of such action by the Commission, to withdraw from this Stipulation. In such case, no Party shall be bound or prejudiced by the terms of this Stipulation, and each Party shall be entitled to seek reconsideration of the Commission's order, file testimony as it chooses, cross-examine witnesses, and do all other things necessary to put on such case as it deems appropriate. In such case, the Parties immediately will request the prompt reconvening of a prehearing conference for purposes of establishing a procedural schedule for the completion of the case. The Parties agree to cooperate in development of a schedule that concludes the proceeding on the earliest possible date, taking into account the needs of the Parties in participating in hearings and preparing briefs.

17. The Parties agree that this Stipulation is in the public interest and that all of its terms and conditions are fair, just, and reasonable.

18. No Party shall be bound, benefited, or prejudiced by any position asserted in the negotiation of this Stipulation, except to the extent expressly stated herein, nor shall this Stipulation be construed as a waiver of the rights of any Party unless such rights are expressly waived herein. Execution of this Stipulation shall not be deemed to constitute an acknowledgment by any Party of the validity or invalidity of any particular method, theory, or principle of regulation or cost recovery. No Party shall be deemed to have agreed that any method, theory, or principle of regulation or cost recovery employed in arriving at this Stipulation is appropriate for resolving any issues in any other proceeding in the future. No findings of fact or conclusions of law other than those stated herein shall be deemed to be implicit in this Stipulation.

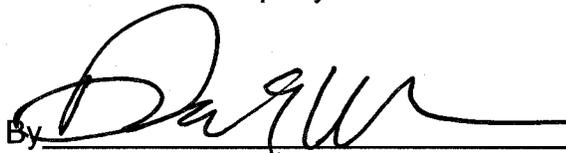
19. The obligations of the Parties under this Stipulation are subject to the Commission's approval of this Stipulation in accordance with its terms and conditions and upon such approval being upheld on appeal, if any, by a court of competent jurisdiction.

20. This Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document.

DATED this 7th day of November 2008.

Idaho Power Company

Idaho Public Utilities Commission Staff

By 
Donovan E. Walker
Attorney for Idaho Power Company

By 
Scott Woodbury
Attorney for IPUC Staff

conditions and upon such approval being upheld on appeal, if any, by a court of competent jurisdiction.

20. This Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document.

DATED this 6th day of November 2008.

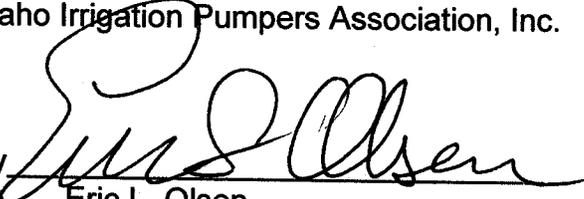
Idaho Power Company

Idaho Public Utilities Commission Staff

By _____
Donovan E. Walker
Attorney for Idaho Power Company

By _____
Weldon Stutzman
Attorney for IPUC Staff

Idaho Irrigation Pumpers Association, Inc.

By 
Eric L. Olsen
Attorney for Idaho Irrigation Pumpers
Association, Inc.

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-08-23

IDAHO POWER COMPANY

PROPOSED TARIFF

EXHIBIT A

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 pumps with the use of one or more Load Control Devices. In exchange for allowing the Company to turn off specified irrigation pumps, participating Customers will receive a financial incentive in the form of a Bill Credit applied to the monthly bills for June and July for each metered service point (Metered Service Point) enrolled in the Program.

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.

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 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 one or more Load Control Devices 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 Load Control Device(s) following the installation. By entering into the Agreement, each Customer also agrees to not increase for the sole purpose of participating in the Program the capacity, horsepower (HP) or size of the irrigation system served by the Company.

PROGRAM DESCRIPTION

Service under this optional, supplementary Program permits the Company to turn off specified irrigation pumps for a limited number of hours during the period of June 15 through July 31 (Program Season). The Company will utilize either dispatchable or timer-based Load Control Devices to turn off specific irrigation pumps during load control events. In limited applications, a select group of eligible Customers will be permitted to manually interrupt electric service to participating irrigation pumps during load control events (See Dispatchable Option 3). In exchange for allowing the Company to interrupt service to specified irrigation pumps, participating Customers will receive a financial incentive in the form of a Bill Credit applied to the monthly bills during June and July for each Metered Service Point enrolled in the Program.

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

DEFINITIONS

Bill Credit. The Bill Credit is the sum of the Demand Credit and the Energy Credit applied to the Customer's monthly bill for the months of June and July of each calendar year.

Demand Credit. The Demand Credit is a demand-based financial incentive provided in the form of a credit on the monthly bill for the Metered Service Point enrolled in the Program. The monthly Demand Credit is calculated by multiplying the Program kW by the demand-related incentive amount for the Interruption Option selected by the Customer. The Demand Credit will be included on the Customer's monthly bill for the months of June and July of each calendar year.

Energy Credit. The Energy Credit is an energy-based financial incentive provided in the form of a credit on the monthly bill for the Metered Service Point enrolled in the Program. The monthly Energy Credit is calculated by multiplying the Program kWh by the energy-related incentive amount for the Interruption Option selected by the Customer. The Energy Credit will be included on the Customer's monthly bill for the months of June and July of each calendar year.

Load Control Device. Load Control Device refers to any technology, device or system utilized under the Program to enable the Company to initiate the load control event.

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, a notification of acceptance into the Program will be mailed to participants, which will include a listing of the Metered Service Point(s) that have been enrolled.

Program kW. The Program kW is the demand amount, as measured in kilowatts (kW), that is multiplied by the applicable incentive amount to determine the Demand Credit under each Interruption Option.

Program kWh. The Program kWh is the energy amount, as measured in kilowatt-hours (kWh), that is multiplied by the applicable incentive amount to determine the Energy Credit under each Interruption Option.

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

INTERRUPTION OPTIONS

Dispatchable Option

Under the Dispatchable Option, the Company will dispatch remotely service interruptions to specified irrigation pumps any weekday during the Program Season between the hours of 2:00 P.M. and 8:00 P.M. Mountain Daylight Time (MDT), excluding July 4. Service interruptions may last up to 4 hours per day and will not exceed 15 hours per calendar week and 60 hours per Program Season. The Company will provide to participating customers notice of pending service interruption by 4:00 P.M. MDT on the day prior to each load control event. The Company will provide subsequent notice of a pending service interruption 30 minutes notice prior to the start of all load control events and once again prior to the end of all load control events. If prior notice of a pending load control event has been sent, the Company may choose to revoke the load control event and will provide notice to Customers by 1:30 P.M. MDT on the day of the scheduled load control event. The Company will provide notice of a load control event via the following communication technologies: telephone, e-mail and/or text message.

Customers who elect to participate in the Program under a Dispatchable Option may be eligible for one of the following Dispatchable Options:

1. A dispatchable one-way communication Load Control Device will be connected to the electrical panel(s) serving the irrigation pumps associated with the Metered Service Points enrolled in the Program. The Load Control Device utilized under this Dispatchable Option will provide the Company the ability to send a signal that will interrupt or not allow the associated irrigation pumps to operate during dispatched load control events. This option requires that all pumps at the Metered Service Point be controlled.

Under Dispatchable Option 1, the Program kW will be based upon the monthly Billing Demand, as measured in kW, for the associated Billing Period. The Program kWh under this option will be based upon the monthly energy usage, as measured in kWh, for the associated Billing Period.

Customers selecting Dispatchable Option 1 may opt-out of a load control event up to five times per season any time prior to or during a load control event. Each time a customer chooses to opt-out of a load control event a fee of \$0.005 per kWh will be assessed based upon the current month's Program kWh.

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

INTERRUPTION OPTIONS (Continued)

Dispatchable Interruption Option (Continued)

2. A dispatchable Load Control Device capable of two-way communication will be connected to the electrical panel(s) servicing the irrigation pumps associated with the Metered Service Points enrolled in this Program. The Load Control Device utilized under this Dispatchable Option will provide the Company and the Customer remote control and monitoring of the associated irrigation pumps. Under this option, the Company will use this technology to send a signal that will interrupt or not allow the irrigation pumps to operate during dispatched load control events. This option requires that all pumps at the Metered Service Point be controlled.

Under Dispatchable Option 2, the Program kW will be based upon the monthly Billing Demand, as measured in kW, for the associated Billing Period. The Program kWh under this option will be based upon the monthly energy usage, as measured in kWh, for the associated Billing Period.

Customer selecting Dispatchable Option 2 may opt-out of a load control event up to five times per season any time prior to or during a load control event. Each time a customer chooses to opt-out of a load control event a fee of \$0.005 per kWh will be assessed based upon the current month's Program kWh.

3. Metered Service Points with interval metering having more than one pump and at least 1,000 cumulative HP are eligible for Dispatchable Option 3. Under this Dispatchable Option, eligible Customers can choose to either 1) have service interrupted using a dispatchable two-way communication Load Control Device, as in Dispatchable Option 2, or 2) manually interrupt electric service to participating irrigation pumps during load control events. This option provides Customers with the flexibility to choose which irrigation pumps will be interrupted during each dispatched load control event.

Under Dispatchable Option 3, the Program kW will be based upon the monthly Billing Demand minus the average demand, as measured in kW over 15 minute intervals, during each load control event initiated during a Billing Period. The Program kWh under this option will be based upon a calculated value, as measured in kWh. The Program kWh will be calculated separately for each Billing Period by multiplying the monthly Program kW by the ratio of the monthly energy usage to the Billing Demand for the associated Billing Period.

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

INTERRUPTION OPTIONS (Continued)

Timer Option

Under the Timer Option, the Company or its representative will install a timer-based Load Control Device on the Customer's electrical panel controlling the irrigation pumps at the Metered Service Point enrolled in the Program. The Company or its representative will set the timer or timers to interrupt specified irrigation pumps on a designated weekday or designated weekdays selected by the Customer. The Company will set each timer to interrupt service during the weekday hours of 4:00 P.M. to 8:00 P.M. MDT. 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 during the Program Season. The Company retains the sole right to select the load reduction weekday(s) for each Metered Service Point.

Changes to the Interruption Schedule. A Customer who elects to reduce the number of days of weekly interruption of a Metered Service Point on or after June 15 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 Bill Credit shall be prorated based upon the number of days in that month the Customer participated under each interruption schedule. The Company will not accept any requests to increase the number of days of weekly interruption on or after June 15 of each calendar year.

INCENTIVE STRUCTURE

<u>Dispatchable Interruption Option</u>		
<u>Dispatchable Option</u>	<u>Demand Credit</u> (\$ per Program kW)	<u>Energy Credit</u> (\$ per Program kWh)
1	\$4.65	\$0.031
2	\$4.65	\$0.031
3	\$4.65	\$0.031
<u>Timer Interruption Option</u>		
<u>Timer Option</u>	<u>Demand Credit</u> (\$ per Program kW)	<u>Energy Credit</u> (\$ per Program kWh)
One Weekday	\$3.15	\$0.000
Two Weekdays	\$4.65	\$0.002
Three Weekdays	\$4.65	\$0.007

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

INSTALLATION FEES

An Installation Fee may be applicable depending upon the size, as measured in horsepower, of the irrigation system associated with a participating Metered Service Point. The purpose of the Installation Fee is to offset a portion of the installation costs associated with Metered Service Points having smaller load reduction capabilities. The Installation Fee is non-refundable except when a Customer elects for Early Termination of the Program. An Installation Fee will apply according to the following table:

Horsepower (HP)	Dispatchable Option			Timer Option
	1	2	3 *	
Less than 30 HP	\$500	\$1,000	N/A	\$500
From 30 to 49 HP	\$0	\$500	N/A	\$350
From 50 to 74 HP	\$0	\$0	N/A	\$350
From 75 to 99 HP	\$0	\$0	N/A	\$250
Greater than 99 HP	\$0	\$0	N/A	\$0

Note: (*) An Installation Fee will not be assessed under Dispatchable Option 3.

TERM OF AGREEMENT AND TERMINATION

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 automatically renew on March 15 of each calendar year unless notice of termination is given by either party to the other prior to the annual renewal date or 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 Load Control Device(s) has been installed on the Metered Service Point (Early Termination).
2. A Customer who terminates the participation of a Metered Service Point anytime between June 15 and July 31 of each calendar year and who does not satisfy the provisions of item 1 above, shall pay the Company a Termination Fee, which sum will be included on the Customer's monthly bill following termination of participation. The Customer's Bill Credit shall be prorated for the number of days in that month the Customer satisfactorily participated in the Program. In the first year that a Metered Service Point becomes enrolled in the Program, a Termination Fee will also be assessed whenever a Customer does not satisfy the provisions of item 1 and requests to terminate the participation of the newly enrolled Metered Service Point anytime prior to July 31. Upon terminating participation of a Metered Service under the provisions of item 2, the Customer may not re-enroll that Metered Service Point into the Program until the following calendar year.

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

TERM OF AGREEMENT AND TERMINATION (Continued)

Termination Fees:

Dispatchable Option: \$500.00 per Metered Service Point terminated under item 2
Timer Option \$100.00 per Metered Service Point terminated under item 2

3. If there is evidence of alteration, tampering, or otherwise interfering with the Company's ability to initiate the load control 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 Load Control Device(s), including labor and other related costs.
- b. The applicable Termination Fee, as provided under item 2, will be applied to the Customer's monthly bill following the termination of participation.
- c. The Company will reverse any and all Demand Credits and/or Energy 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.

SPECIAL CONDITIONS

The provisions of this schedule do not apply for any time period that the Company utilizes a Load Control Device installed under this Program to interrupt 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.

Mass memory meters may be installed on a select number of 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.

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 automatically renew on March
15 of each calendar year unless notice of termination is given by either party to the other prior to the
annual renewal date. 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 Bill Credit amounts are estimates based on the previous year's billing history for the Metered Service Point(s) specified on the Worksheet. Customers without sufficient billing history will be provided an estimated Bill Credit based on the stated cumulative horsepower at the Metered Service Point. The Bill 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.

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

Uniform Irrigation Peak Rewards Service
Application/Agreement
(Continued)

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 Load Control Device(s) on the electrical panel that services the Customer's irrigation pumps. The Load Control Device(s) may remain in place on the Customer's property upon termination of the Agreement unless the Customer specifically requests removal.

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 pumps at the Metered Service Point(s) enrolled in the Program according to the provisions of the Interruption Option selected. The Company retains the sole right to determine the criteria under which a load control event is scheduled 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 simultaneously, excluding Metered Service Points participating in the Program under Dispatchable Option 3.

5. The Customer may be required to pay an Installation Fee when a Load Control Device is installed on an eligible Metered Service Point providing electric service to irrigation pumps with less than 100 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 and/or Energy Credit corresponding to the Interruption Option selected by the Customer. The Bill Credit included on the Worksheet is based upon the billing history for the Metered Service Point(s) specified on the Worksheet, for the months of June, and July of the prior year year. The Bill Credit will be paid in the form of a credit on the Customer's monthly bill.

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

Uniform Irrigation Peak Rewards Service
Application/Agreement
(Continued)

7. If the Customer terminates this Agreement anytime between June 15 and July 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 applicable Termination Fee, which sum will be included on the Customer's monthly bill. The Customer's Bill 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. In the first year that a Metered Service Point becomes enrolled in the Program, a Termination Fee will also be assessed whenever the Customer does not elect for Early Termination and requests to terminate the participation of the newly enrolled Metered Service Point anytime prior to July 31. Upon terminating participation of a Metered Service Point the Customer may not re-enroll that Metered Service Point into the Program until the following calendar year.
8. Under the Timer Option, whenever the Customer elects to change Options to reduce the number of days of weekly interruption of a Metered Service Point on or after June 15 of each calendar year, the Customer 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 Bill Credit shall be prorated based upon the number of days in that month the Customer participated under each interruption schedule. The Company will not accept any requests to increase the number of days of weekly interruption on or after June 15 of each calendar year.
9. If there is evidence of alteration, tampering, or otherwise interfering with the Company's ability to initiate a load control 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 Load Control Device(s), including labor and other related costs, pay the Company the applicable Termination Fee 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.

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

Uniform Irrigation Peak Rewards Service
Application/Agreement
(Continued)

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 Load Control Devices 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.

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

(Appropriate Signatures)

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-08-23

IDAHO POWER COMPANY

**TARIFF IN
LEGISLATIVE FORMAT**

EXHIBIT B

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 pumps on a regular, pre-scheduled basis with the use of one or more ~~an~~ Load Control Devices ~~electronic timer switch (Timer)~~. In exchange for allowing the Company to turn off specified irrigation equipment pumps, participating Customers will receive a monthly Demand Credit financial incentive in the form of a Bill Credit applied to the monthly bills for June and July for each paid on the basis of the Customer's monthly Billing Demand, at the Customer's metered service point (Metered Service Point) enrolled in the Program.

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 one or more Load Control Devices 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 Load Control Device(s) following its ~~the~~ installation. By entering into the Agreement, each Customer also agrees to not increase for the sole purpose of participating in the Program the capacity, horsepower (HP) or size of the irrigation system served by the Company.

PROGRAM DESCRIPTION

Service under this optional, supplementary Program permits the Company to turn off specified irrigation pumps for a limited number of hours during the period of June 15 through July 31 (Program Season). The Company will utilize either dispatchable or timer-based Load Control Devices to turn off specific irrigation pumps during load control events. In limited applications, a select group of eligible Customers will be permitted to manually interrupt electric service to participating irrigation pumps during load control events (See Dispatchable Option 3). In exchange for allowing the Company to interrupt service to specified irrigation pumps, participating Customers will receive a financial incentive in the

form of a Bill Credit applied to the monthly bills during June and July for each Metered Service Point enrolled in the Program.

~~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) DEFINITIONS

Bill Credit. The Bill Credit is the sum of the Demand Credit and the Energy Credit applied to the Customer's monthly bill for the months of June and July of each calendar year.

Demand Credit. The Demand Credit is a demand-based financial incentive provided in the form of a credit on upon the monthly Billing Demand at a for the Metered Service Point enrolled in the Program. The monthly Billing Demand Credit will be is calculated by multipliedying by the corresponding Demand Credit for the Option selected by the Customerthe Program kW by the demand-related incentive amount for the Interruption Option selected by the Customer. The Demand Credit will be included on the Customer's monthly bill for the months of June and July of each calendar year. 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.

Energy Credit. The Energy Credit is an energy-based financial incentive provided in the form of a credit on the monthly bill for the Metered Service Point enrolled in the Program. The monthly Energy Credit is calculated by multiplying the Program kWh by the energy-related incentive amount for the Interruption Option selected by the Customer. The Energy Credit will be included on the Customer's monthly bill for the months of June and July of each calendar year.

Load Control Device. Load Control Device refers to any technology, device or system utilized under the Program to enable the Company to initiate the load control event.

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. a Notification

of acceptance into the Program will be mailed to participants-, which will include a listing of the Metered Service Point(s) that have been enrolled.

Program kW. The Program kW is the demand amount, as measured in kilowatts (kW), that is multiplied by the applicable incentive amount to determine the Demand Credit under each Interruption Option.

Program kWh. The Program kWh is the energy amount, as measured in kilowatt-hours (kWh), that is multiplied by the applicable incentive amount to determine the Energy Credit under each Interruption Option.

INTERRUPTION OPTIONS

Dispatchable Option

Under the Dispatchable Option, the Company will dispatch remotely service interruptions to specified irrigation pumps any weekday during the Program Season between the hours of 2:00 P.M. and 8:00 P.M. Mountain Daylight Time (MDT), excluding July 4. Service interruptions may last up to 4 hours per day and will not exceed 15 hours per calendar week and 60 hours per Program Season. The Company will provide to participating customers notice of pending service interruption by 4:00 P.M. MDT on the day prior to each load control event. The Company will provide subsequent notice of a pending service interruption 30 minutes notice prior to the start of all load control events and once again prior to the end of all load control events. If prior notice of a pending load control event has been sent, the Company may choose to revoke the load control event and will provide notice to Customers by 1:30 P.M. MDT on the day of the scheduled load control event. The Company will provide notice of a load control event via the following communication technologies: telephone, e-mail and/or text message.

Customers who elect to participate in the Program under a Dispatchable Option may be eligible for one of the following Dispatchable Options:

1. A dispatchable one-way communication Load Control Device will be connected to the electrical panel(s) serving the irrigation pumps associated with the Metered Service Points enrolled in the Program. The Load Control Device utilized under this Dispatchable Option will provide the Company the ability to send a signal that will interrupt or not allow the associated irrigation pumps to operate during dispatched load control events. This option requires that all pumps at the Metered Service Point be controlled.

Under Dispatchable Option 1, the Program kW will be based upon the monthly Billing Demand, as measured in kW, for the associated Billing Period. The Program kWh under this option will be based upon the monthly energy usage, as measured in kWh, for the associated Billing Period.

Customers selecting Dispatchable Option 1 may opt-out of a load control event up to five times per season any time prior to or during a load control event. Each time a customer chooses to opt-out of a load control event a fee of \$0.005 per kWh will be assessed based upon the current month's Program kWh.

2. A dispatchable Load Control Device capable of two-way communication will be connected to the electrical panel(s) servicing the irrigation pumps associated with the Metered Service Points enrolled in this Program. The Load Control Device utilized under this Dispatchable Option will provide the Company and the Customer remote control and monitoring of the associated irrigation pumps. Under this option, the Company will use this technology to send a signal that will interrupt or not allow the irrigation pumps to operate during dispatched load control events. This option requires that all pumps at the Metered Service Point be controlled.

Under Dispatchable Option 2, the Program kW will be based upon the monthly Billing Demand, as measured in kW, for the associated Billing Period. The Program kWh under this option will be based upon the monthly energy usage, as measured in kWh, for the associated Billing Period.

Customer selecting Dispatchable Option 2 may opt-out of a load control event up to five times per season any time prior to or during a load control event. Each time a customer chooses to opt-out of a load control event a fee of \$0.005 per kWh will be assessed based upon the current month's Program kWh.

3. Metered Service Points with interval metering having more than one pump and at least 1,000 cumulative HP are eligible for Dispatchable Option 3. Under this Dispatchable Option, eligible Customers can choose to either 1) have service interrupted using a dispatchable two-way communication Load Control Device, as in Dispatchable Option 2, or 2) manually interrupt electric service to participating irrigation pumps during load control events. This option provides Customers with the flexibility to choose which irrigation pumps will be interrupted during each dispatched load control event.

Under Dispatchable Option 3, the Program kW will be based upon the monthly Billing Demand minus the average demand, as measured in kW over 15 minute intervals, during each load control event initiated during a Billing Period. The Program kWh under this option will be based upon a calculated value, as measured in kWh. The Program kWh will be calculated separately for each Billing Period by multiplying the monthly Program kW by the ratio of the monthly energy usage to the Billing Demand for the associated Billing Period.

Timer Option

Under the Timer Option, the Company or its representative will install a timer-based Load Control Device on the Customer's electrical panel controlling the irrigation pumps at the Metered Service Point enrolled in the Program. The Company or its representative will set the timer or timers to interrupt specified irrigation pumps on a designated weekday or designated weekdays selected by the Customer. The Company will set each timer to interrupt service during the weekday hours of 4:00 P.M. to 8:00 P.M. MDT. 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 during the Program Season. The Company retains the sole right to select the load reduction weekday(s) for each Metered Service Point.

Changes to the Interruption Schedule. A Customer who elects to reduce the number of days of weekly interruption of a Metered Service Point on or after June 15 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 Bill Credit shall be prorated based upon the number of days in that month the Customer participated under each interruption schedule. The Company will not accept any requests to increase the number of days of weekly interruption on or after June 15 of each calendar year.

INCENTIVE STRUCTURE

<u>Dispatchable Interruption Option</u>		
<u>Dispatchable Option</u>	<u>Demand Credit (\$ per Program kW)</u>	<u>Energy Credit (\$ per Program kWh)</u>
<u>1</u>	<u>\$4.65</u>	<u>\$0.031</u>
<u>2</u>	<u>\$4.65</u>	<u>\$0.031</u>
<u>3</u>	<u>\$4.65</u>	<u>\$0.031</u>
<u>Timer Interruption Option</u>		

<u>Timer Option</u>	<u>Demand Credit (\$ per Program kW)</u>	<u>Energy Credit (\$ per Program kWh)</u>
<u>One Weekday</u>	<u>\$3.15</u>	<u>\$0.000</u>
<u>Two Weekdays</u>	<u>\$4.65</u>	<u>\$0.002</u>
<u>Three Weekdays</u>	<u>\$4.65</u>	<u>\$0.007</u>

INSTALLATION FEES

An Installation Fee may be applicable depending upon the size, as measured in horsepower, of the irrigation system associated with a participating Metered Service Point. The purpose of the Installation Fee is to offset a portion of the installation costs associated with Metered Service Points having smaller load reduction capabilities. 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 apply according to the following table:

<u>Horsepower (HP)</u>	<u>Dispatchable Option</u>			<u>Timer Option</u>
	<u>1</u>	<u>2</u>	<u>3 *</u>	
<u>Less than 30 HP</u>	<u>\$500</u>	<u>\$1,000</u>	<u>N/A</u>	<u>\$500</u>
<u>From 30 to 49 HP</u>	<u>\$0</u>	<u>\$500</u>	<u>N/A</u>	<u>\$350</u>
<u>From 50 to 74 HP</u>	<u>\$0</u>	<u>\$0</u>	<u>N/A</u>	<u>\$350</u>
<u>From 75 to 99 HP</u>	<u>\$0</u>	<u>\$0</u>	<u>N/A</u>	<u>\$250</u>
<u>Greater than 99 HP</u>	<u>\$0</u>	<u>\$0</u>	<u>N/A</u>	<u>\$0</u>

Note: (*) An installation Fee will not be assessed under Dispatchable Option 3.

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 automatically renew on December 31 March 15 of each calendar year unless otherwise notice of termination is given by either party to the other prior to the annual renewal date or 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 Load Control Device(s) has been installed on the Metered Service Point (Early Termination).
2. A Customer who terminates the participation of a Metered Service Point anytime between June 15 and August July 31 of each calendar year and who does not satisfy the provisions of item 1 above, shall pay the Company the sum of \$100.00a Termination Fee, which sum will be included on the Customer's monthly bill following termination of participation. The Customer's Demand Bill Credit shall be prorated for the number of days in that month the Customer satisfactorily participated in the Program. In the first year that a Metered Service Point becomes enrolled in the Program, a Termination Fee will also be assessed whenever a Customer does not satisfy the provisions of item 1 and requests to terminate participation of the newly enrolled Metered Service Point anytime prior to July 31. Upon terminating participation of a Metered Service Point under the provisions of item 2, the Customer may not re-enroll the Metered Service Point into the Program until the following calendar year.

Termination Fees:

<u>Dispatchable Option</u>	<u>\$500.00 per Metered Service Point terminated under item 2</u>
<u>Timer Option</u>	<u>\$100.00 per Metered Service Point terminated under item 2</u>

3. If there is evidence of alteration, tampering, or otherwise interfering with the Company's ability to initiate a ~~load reduction~~control 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~~Load Control Device(s), including labor and other related costs.

b. ~~An applicable Termination Fee, in the sum of \$100.00~~An applicable Termination Fee, in the sum of \$100.00 as provided under item 2, will be applied to the Customer's monthly bill following the termination of participation.

c. The Company will reverse any and all Demand Credits and/or Energy 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.

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 utilizes a Load Control Device installed under this Program to 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.

Mass memory meters may be installed on a select number of 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.

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, _____~~ automatically renew on March 15 of each calendar year unless notice of
termination is given by either party to the other prior to the annual renewal date. 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 ~~DemandBill~~ Credit amounts are estimates based on the previous year's ~~bBilling Demandshistory~~ for the Metered Service Point(s) specified on the Worksheet. Customers without sufficient ~~usagebilling~~ history will be provided an estimated ~~DemandBill~~ Credit based on the stated cumulative horsepower at the Metered Service Point. The ~~DemandBill~~ 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 ~~TimerLoad Control Device(s)~~ on the electrical panel that services the Customer's irrigation ~~equipmentpumps~~. The ~~TimerLoad Control Device(s)~~ may remain in place on the Customer's property upon termination of the Agreement unless the Customer specifically requests removal.

SCHEDULE 23
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(OPTIONAL)
(Continued)

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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 pumps 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 according to the provisions of the Interruption Option selected. The Company retains the sole right to select determine the criteria under which a load reduction weekday(s) control event is scheduled 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 cycles simultaneously, excluding Metered Service Points participating in the Program under Dispatchable Option 3.

5. The Customer shall may be required to pay an Installation Fee of \$250.00 when a Timer Load Control Device is installed on an eligible Metered Service Point providing electric service to irrigation pumps with between 75 and 99 less than 100 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 and/or Energy Credit corresponding to the Interruption Option selected by the Customer. The Demand Bill Credit included on the Worksheet is based upon the Billing Demand history for the Metered Service Point(s) specified on the Worksheet, for the three calendar months of June, and July and August of each the prior year year. The Demand Bill 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 15 and August July 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 applicable Termination Fee, which sum will be included on the Customer's monthly bill. The Customer's Demand Bill 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. In the first year that a Metered Service Point becomes enrolled in the Program, a Termination Fee will also be assessed whenever the Customer does not elect for Early Termination and requests to terminate the participation of the newly enrolled Metered Service Point anytime prior to July 31. Upon terminating participation of a Metered Service the Customer may not re-enroll that Metered Service Point into the Program until the following calendar year.

8. Under the Timer Option, whenever if the Customer elects to change Options to reduce the number of days of weekly interruption of a Metered Service Point on or after June 15 of each calendar year, the Customer agrees to 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 Bill Credit shall be prorated for each Program Option based upon the number of days in that month the Customer participated under each Option interruption schedule. The Company will not accept any requests to change Options to increase the number of days of weekly interruption on or after June 15 of each calendar year.

SCHEDULE 23
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(Continued)

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9. If there is evidence of alteration, tampering, or otherwise interfering with the Company's ability to initiate a load reduction control 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~~ Load Control Device(s), including labor and other related costs, pay the Company the ~~sum of \$100.00~~ applicable Termination Fee 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~~ Load Control Devices 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
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(OPTIONAL)
(Continued)

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

(Appropriate Signatures)