

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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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.

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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.

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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.

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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

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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:

<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.

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.

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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.

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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.

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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.

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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.

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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)