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UTILITIES COMMISSION

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April 16, 2013

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-12-29, Order No. 32776
Temporary Suspension of Demand Response Programs, Schedules 23 and 81

Dear Ms. Jewell:

Idaho Power Company hereby submits Schedules 23 and 81 in compliance with Order No. 32776.

If you have any questions regarding this compliance filing, please contact Tami White at 388-6938 or twhite@idahopower.com.

Sincerely,

Lisa D. Nordstrom

LDN/kkt
Enclosures
cc: Greg Said
RA File
Legal File

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
 (SUSPENDED)

Service under this schedule is temporarily suspended. Effective April 1, 2013, new service under this schedule will not be available and no service interruptions will occur (see section: 2013 Program Suspension Period).

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 for load reductions during the calendar months of June, July, and August 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 August 15 (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 for usage that occurs during the calendar months of June, July, and August for each Metered Service Point enrolled in the Program.

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

DEFINITIONS

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.

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.

Program Season. The Program Season is the period June 15 through August 15 of each year.

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

Nominated Demand. Nominated Demand is the amount of demand that participants under Dispatchable Option 3 must declare as available for dispatch during load control events.

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

Variable Program kWh. The Variable Program kWh is the demand amount, as measured at the Customer's meter in kilowatts (kW) multiplied by the hours of interruption for the Metered Service Point during the Program Season. The Variable Program kWh is multiplied by the applicable variable incentive payment to determine the Variable Energy Credit under each Interruption Option.

Variable Program kWh = metered kW x hours of interruption during Program Season

Bill Credit. The Bill Credit is the sum of the Demand Credit and the Energy Credit applied to the Customer's monthly bills for usage that occurs during the calendar months of June, July, and August of each calendar year. This amount may be prorated for the number of days during the months of June, July, and August that fall in the Customer's billing cycle to correspond with the Program Season. The Bill Credit amount may be applied directly to participating Customers' bills or provided in the form of a check.

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 bills for usage that occurs during the calendar months of June, July, and August of each year. This amount may be prorated for the number of days during the months of June, July, and August that fall in the Customer's billing cycle to correspond with the Program Season.

Demand Credit = Program kW x demand-related incentive amount

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

DEFINITIONS (Continued)

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 bills for usage that occurs during the calendar months of June, July, and August of each year. This amount may be prorated for the number of days during the months of June, July, and August that fall in the Customer's billing cycle to correspond with the Program Season.

$$\text{Energy Credit} = \text{Program kWh} \times \text{energy-related incentive amount}$$

Variable Energy Credit. The Variable Energy Credit is an energy-based financial incentive provided for the Metered Service Point enrolled in the Program. The Variable Energy Credit is calculated by multiplying Variable Program kWh by the energy-related incentive amount for the Interruption Option selected by the Customer. The Variable Energy Credit is paid in the form of a check no later than 45 days after the Program Season. This amount may be prorated for the number of days during the months of June, July, and August that fall in the Customer's billing cycle to correspond with the Program Season.

$$\text{Variable Energy Credit} = \text{Variable Program kWh} \times \text{variable energy-related incentive amount}$$

INTERRUPTION OPTIONS

Dispatchable Option

Under the Dispatchable Option, the Company will dispatch remotely service interruptions to specified irrigation pumps any Monday through Saturday during the Program Season between the hours of 1:00 P.M. and 8:00 P.M. Mountain Daylight Time (MDT), excluding July 4 (Standard Interruption). Customers may elect to participate until 9:00 P.M. MDT (Extended Interruption) and receive a larger Variable Energy Credit. 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 12:30 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:

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

INTERRUPTION OPTIONS (Continued)

Dispatchable Interruption Option (Continued)

Option 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 \$0.00 per kW will be assessed based upon the current Billing Period's kW. This amount may be prorated for the number of days during the months of June, July, and August that fall in the Customer's billing cycle to correspond with the Program Season.

Option 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.

Customers 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 \$0.00 per kW will be assessed based upon the current Billing Period's kW. This amount may be prorated for the number of days during the months of June, July, and August that fall in the Customer's billing cycle to correspond with the Program Season.

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

INTERRUPTION OPTIONS (Continued)

Dispatchable Interruption Option (Continued)

Option 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 have the flexibility to choose which irrigation pumps will be interrupted during each dispatched load control event. Customers electing this option must notify the Company of their Nominated Demand prior to June 1 of each year.

Customers selecting Dispatchable Option 3 are required to provide no less than their Nominated Demand during each load control event. Each time a customer chooses to provide less than their Nominated Demand during a load control event, an opt-out fee of \$0.00 per kW will be assessed on the Nominated Demand not made available for interruption. This amount may be prorated for the number of days during the months of June, July, and August that fall in the Customer's billing cycle to correspond with the Program Season. The opt-out fee will never exceed the Bill Credit.

Under Dispatchable Option 3, the Program kW will be based upon the maximum measured interval demand during the 24-hour period preceding 2:00 P.M. MDT the day of the announcement of a load control event, minus the average demand during an event, as measured in kW over applicable load profile metering intervals. This applies to each load control event initiated during a Billing Period. If there are no load control events during a Billing Period then the Program kW will be the Nominated Demand. 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 according to the Timer Interruption Option selected by the Customer. The Company will set each timer to interrupt service on the designated weekday(s) and/or Saturday during the 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 days per week for each week during the Program Season. The Company retains the sole right to select the load reduction day(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 \$0.00, 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.

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

INCENTIVE STRUCTURE

Incentive payments under the Dispatchable Interruption Options will be determined based on a fixed payment and a variable payment. The fixed portion of the incentive payment will be paid through a Bill Credit and the variable portion will be paid by check no more than 45 days after the end of the Program Season. The variable payment will be based on the number of hours a participant's pump is interrupted during the Program Season and their associated Program kW.

<u>Dispatchable Interruption Option</u>				
<u>Dispatchable Option</u>	<u>Fixed Incentive Payment</u>		<u>Variable Incentive Payment</u>	
	<u>Demand Credit (\$ per Program kW)</u>	<u>Energy Credit (\$ per Program kWh)</u>	<u>Standard Interruption Variable Energy Credit (\$ per Variable Program kWh)</u>	<u>Extended Interruption Variable Energy Credit (\$ per Variable Program kWh)</u>
1	\$0.00	\$0.000	\$0.000	\$0.000
2	\$0.00	\$0.000	\$0.000	\$0.000
3	\$0.00	\$0.000	\$0.000	\$0.000

<u>Timer Interruption Option</u>		
<u>Timer Option</u>	<u>Demand Credit (\$ per Program kW)</u>	<u>Energy Credit (\$ per Program kWh)</u>
One Day	\$0.00	\$0.000
Two Days	\$0.00	\$0.000
Three Days	\$0.00	\$0.000

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	\$0	\$0	N/A	\$0
From 30 to 49 HP	\$0	\$0	N/A	\$0
From 50 to 74 HP	\$0	\$0	N/A	\$0
From 75 to 99 HP	\$0	\$0	N/A	\$0
Greater than 99 HP	\$0	\$0	N/A	\$0

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

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

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 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 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 15 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 participation of the newly enrolled Metered Service Point any time prior to August 15. 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:

Dispatchable Option: \$0.00 per Metered Service Point terminated under item 2

Timer Option \$0.00 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 a 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. An 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.

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(SUSPENDED)
(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 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.

2013 PROGRAM SUSPENSION PERIOD

Eligibility. During the 2013 Program Suspension Period, Customers who had a Metered Service Point participating in this Program during the 2012 Program Season and the same Customer has the same Metered Service Point active in this Program between June 15, 2013 and August 15, 2013 will be eligible for a 2013 Demand Credit.

2013 Demand Credit. Eligible Customers will receive a 2013 Demand Credit for Metered Service Points that were enrolled in the Dispatchable Interruption Option 1 and 2 and in the Timer Interruption Option during the 2012 Program Season and are active on June 15, 2013. The 2013 Demand Credit will be paid during the Billing Periods that include June 15, 2013 through August 15, 2013 and may be prorated for the number of days during the months of June, July and August that fall in the Customer's billing cycle to correspond with the Program Season. The 2013 Demand Credit will be based on the 2013 monthly billing demands for all Metered Service Points enrolled in the 2012 Program Season.

Eligible Customers will receive a 2013 Demand Credit for Metered Service Points that were enrolled in the Dispatchable Interruption Option 3 during the 2012 Program Season and are active on June 15, 2013. The 2013 Demand Credit will be paid by check no more than 30 days after the end of the Customer's applicable billing cycles and may be prorated for the number of days during the months of June, July and August that fall in the Customer's billing cycle to correspond with the Program Season. The 2013 Demand Credit will be based on the lesser of the Nominated Demand for the 2012 Program Season or the 2013 monthly billing demand.

<u>Interruption Option</u>	
<u>Dispatchable Option:</u>	<u>2013 Demand Credit</u> <u>(\$ per Program kW)</u>
1	\$2.27
2	\$2.27
3	\$2.27
<u>Timer Option:</u>	<u>2013 Demand Credit</u> <u>(\$ per Program kW)</u>
One Day	\$0.54
Two Days	\$0.94
Three Days	\$1.33

**SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(SUSPENDED)
(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. For Metered Service Points enrolled in Dispatchable Option 3 the Customer must notify the Company of Nominated Demand amounts by June 1 of each year.

SCHEDULE 23
IRRIGATION PEAK REWARDS
PROGRAM
(SUSPENDED)
(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, July, and August of the prior year. The Bill Credit will be paid in the form of a credit on the Customer's monthly bill or provided in the form of a check. The Demand Credit may be prorated for the months of June, July, and August depending on the Customer's billing cycle.

Metered Service Points with interval metering, at least 1,000 cumulative HP and participating under the manual option, will receive a Bill Credit from the Company within 30 days of billing due to the extensive data analysis required to process interval metering data.

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

Uniform Irrigation Peak Rewards Service
Application/Agreement
 (Continued)

7. If the Customer terminates this Agreement anytime between June 15 and August 15 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 any time prior to August 15. 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 \$0.00, 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
(SUSPENDED)
(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)

SCHEDULE 81
RESIDENTIAL AIR CONDITIONER
CYCLING PROGRAM
(SUSPENDED)

Service under this schedule is temporarily suspended. Effective April 1, 2013, new service under this schedule will not be available and no service interruptions will occur (see section: 2013 Program Suspension Period).

PURPOSE

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

DEFINITIONS

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

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

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

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

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

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

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

Program Operation Area describes the area in which the Program will be offered to Customers and is comprised of the Company's service territory within the State of Idaho where the infrastructure required to support AC Cycling has been installed and is operational.

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

AVAILABILITY

Service under this schedule is available on an optional basis to Customers taking service under Schedule 1 or Schedule 5 who have Central Air Conditioning located at their residences and live within the Program Operation Area. Customers may request to be added to the Program at any time during the year by providing Notification to the Company.

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

TERMS AND CONDITIONS

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

1. Each eligible Customer who chooses to take service under this optional schedule is thereby giving the Company or its representative permission, on reasonable notice, to enter the Customer's residence or property to install a Device and, in certain cases, either a mass memory meter or an end-use meter and to allow Idaho Power or its representative, with prior notice to the Customer, reasonable access to the Device or other Program-related equipment following its installation.

2. Customers added to the Program during the Air Conditioning Season must be effectively participating in the Program prior to the 20th day of the month in order to receive an incentive payment for that initial month.

3. A Customer may Opt Out of the Program for one day per month during each month of the Air Conditioning Season.

4. A Customer may discontinue participation in the Program without penalty by providing Notification to the Company.

5. If there is evidence of alteration, tampering, or otherwise interfering with the Company's ability to initiate a Cycling Event, the Customer's participation in the Program will be terminated and the Customer will be required to reimburse the Company for the cost of replacement or repair of the Device or other Program equipment and the Company will reverse any amounts credited to the Customer's bills during the past twelve months as a result of the Customer's participation in the Program.

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

PROGRAM DESCRIPTION

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

2. A financial incentive of \$0.00 per month for each of the three months of the Air Conditioning Season will be paid to each Customer who successfully participates in the Program. This incentive will be paid in the form of a credit on the Customer's monthly bill for each month that the Customer successfully participates in the Program, beginning with the July bill and ending with the September bill. Incentive payments are limited to one controlled Central Air Conditioning unit per metered service point. Customer's who have more than one Central Air Conditioning unit at a metered service point may participate in the Program. A Device must be installed at each Central Air Conditioning unit. However, no additional incentive will be paid.

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

SPECIAL CONDITIONS

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

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

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

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

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

2013 PROGRAM SUSPENSION PERIOD

Eligibility. Customers participating in the Program on March 31, 2013 and who maintain an active metered service point enrolled in this Program between June 1, 2013 and August 31, 2013, will be eligible for a “2013 Bill Credit.”

2013 Bill Credit. The 2013 Bill Credit will be \$1.00 per month for each of the three months June, July, and August 2013 and will be paid in the form of a credit on each eligible Customer’s monthly bill for each month that the Customer is enrolled in the Program, beginning with the July bill and ending with the September bill.

Customer Requested Device Removal. Any Customer participating in the Program on or after April 1, 2013, who provides Notification to terminate participation and requests that the Device be removed from his or her residence will be required to pay an \$85 reinstallation fee, only when that same Customer elects to reinitiate Participation at the same residence prior to January 1, 2015.