ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

IDAHO PUBLIC UTILITIES COMMISSION
Approved Effective
Aug. 28, 2006 Sept. 15, 2006
Jean D. Jewell Secretary

ELECTRIC SERVICE REGULATIONS

of

ROCKY MOUNTAIN POWER

Salt Lake City, Utah

for

ELECTRIC SERVICE

In The

STATE OF IDAHO

Under

IDAHO PUBLIC UTILITIES COMMISSION

TARIFF NO. 1

Issuing Officer
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Vice President, Regulation
Salt Lake City, UT

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ELECTRIC SERVICE REGULATIONS

STATE OF IDAHO

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Electric Service Regulations are not necessarily reprinted when new Electric Service Schedules are issued. Therefore, Regulations from prior tariffs should be retained until updated. When a Regulation is updated it will be given the same tariff number as the Electric Service Schedules in effect at the time of the update.

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ELECTRIC SERVICE REGULATION NO. 1

STATE OF IDAHO

General Provisions

1. The Company undertakes to furnish electric service subject to the Rules of the Idaho Public Utilities Commission as supplemented by these regulations. These regulations are designed to govern the supplying and receiving of electric service consistent with good operating practices and the Electric Service Schedules of the Company.

2. In accepting electric service from the Company, each Customer agrees to comply with and be bound by said regulations and the applicable electric service schedules. These regulations supersede all previous regulations which may have been effective. They may be revised, when occasion requires, upon approval of the Idaho Public Utilities Commission.

3. The Company may collect a charge for work performed outside of normal office hours at the customer's request or work done by the Company that falls outside the scope of normal construction, maintenance, collection, or customer service duties. Examples of such work include responding to a request to disconnect service outside of normal working hours so that the customer may trim trees or perform electrical work, lifting lines to accommodate house moves, installing devices to accommodate off-site meter reading when there are access issues with the Customer, or locating Customer-owned underground facilities. Unless otherwise stated in these Regulations or Schedule 300, the Company will recover from the Customer the actual cost of performing the work.

4. The regulations regulating electric service prescribed by the Idaho Public Utilities Commission are hereby adopted and by this reference made a part of these regulations and this Tariff.

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ELECTRIC SERVICE REGULATION NO. 2

STATE OF IDAHO

General Definitions

The following terms when used in this Tariff and in the application or agreement for electric service shall have the meanings given below unless clearly indicated otherwise:

Advance Payment: As referred to in Regulation 9, a payment made prior to receiving service that will be credited to the customer's account.

Applicant: A person or agency requesting the Company to supply electric service.

Billing Period or Billing Month: An interval of approximately thirty days between successive meter reading dates.

Commission: Idaho Public Utilities Commission.

Company: PacifiCorp dba Rocky Mountain Power.

Company's Operating Convenience: The use, under certain circumstances, of facilities or practices not ordinarily employed which contribute to the overall efficiency of Company's operations.

Contract Administration Allowance: An allowance provided for customers who waive their right to refunds on a line extension advance.

Customer: An individual, partnership, corporation, organization, governmental agency, municipality or other entity contracting with the Company for electric service.

Date of Issuance: The date the Company mails, transmits or delivers a bill to the Customer.

(Continued)

Demand: The rate in kilowatts at which electric energy is delivered by the Company to Customer at a given instant or averaged over any designated period of time.

Deposit: Any payment held as security for future payment or performance.

Duplicate Service Facilities: Two services, one duplicating part of, or all of the capacity of the other.

Emergency Service: Service used only in emergency situations or to test emergency equipment.

Energy: Electric energy measured in kilowatt-hours (kWh).

Highly Fluctuating Loads: Loads having high demands of short duration or having an abnormal effect on voltage requiring that the Company provide additional or excess investment in transformers, service or other facilities.

Kilovar (kvar): A unit of reactive power equal to 1,000 reactive volt-amperes.

Kilovar-hour (kvarh): The amount of reactive energy delivered in one hour at a constant rate of one kilovar.

Kilowatt (kW): A unit of real power equal to 1,000 watts.

Kilowatt-hour (kWh): The amount of real energy delivered in one hour at a constant rate of one kilowatt.

Paralleling: Connection by a Customer of any source of electric power directly or indirectly to the Company's system.

Point of Delivery: The point, unless otherwise specified by the Company, at which the Company's service wires are connected with wires or apparatus of the Customer.

Power: Electric power measured in kilowatts (kW).

Power Factor: The percentage determined by dividing the Customer's average power use in kilowatts by the average kilovolt-ampere power load imposed upon the Company by the Customer times 100.

(Continued)

Premises: All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by a dedicated street, highway or other public thoroughfare, or railway.

Reconnection of Service: The reestablishment of electric service to the same Customer at the same location.

Remote Service: Service to distant locations which, in the Company's opinion, will not have sufficient annual Schedule Billings to cover the Company's annual incurred costs. A distant location is any location, or group of locations, more than one-half mile from the Company's existing distribution facilities.

Residential Service: Service furnished to Customers for (1) domestic purposes in single-family dwelling units; (2) apartments where each dwelling unit is separately metered and billed; and (3) combined family dwelling units and rooming houses where not more than four rooms are used for sleeping or living quarters by persons not members of the Customer's family. Dwellings where tenancy is typically less than 30 days in length, such as hotels, motels, camps, lodges and clubs, do not qualify for Residential Service.

Schedule Billing: The total of charges for service, including minimums, computed in accordance with the Company's applicable electric service schedule.

Seasonal Service: Service for annually recurring periods of use where service is discontinued or curtailed during part of the year.

Service: As used herein, usually refers to the availability of electric power and energy at the point of delivery for use by the Customer irrespective of whether power or energy is actually utilized. The word "Service" may also be used to refer to the wires between the Company's supply and the Customer's entrance conductors.

Single Phasing: A three-phase motor continuing to operate as a single-phase motor when one of the three supply lines serving the motor is interrupted resulting in higher than normal current which may damage the motor.

Standby or Back-up Service: Service supplied by the Company to the Customer, during an outage of Customer's generation, to replace power and energy ordinarily generated by Customer.

(Continued)

Temporary Service: Service requested for a limited period of time or of questionable duration such as, but not limited to, service for construction power, seasonal sales lots, carnivals, rock crushers or paving plants. Temporary service does not include emergency, breakdown or standby service.

Termination of Service: The disconnection of electric service to a given Customer at a given location.

Tract or Subdivision: An area for dwelling which may be identified by filed subdivision plats or as an area in which a group of dwellings may be constructed about the same time, either by a single builder or by several builders working on a coordinated basis.

Transfer of Service: The providing of electric service to the same Customer at a different location or to a different Customer at the same location, as the facts of the situation may require.

Unimproved Subdivision: A platted subdivision where the electrical distribution system was not installed by the developer.

Year: The period between the date of commencement of service under the application for electric service, electric service agreement or contract and the same date of the following calendar year.

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ELECTRIC SERVICE REGULATION NO. 3

STATE OF IDAHO

Electric Service Agreements

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1. APPLICATION FOR SERVICE

Each Applicant for electric service may be required to sign the Company's standard application for electric service or a contract before service is supplied by the Company. For electric service in large quantity or under special conditions, the Company may require a suitable written agreement or contract. No such agreement, contract or any modification thereof shall be binding upon the Company until executed by its duly authorized representative. Executed agreements and contracts shall be to the benefit of and be binding upon the heirs, administrators, executors, successors in interest and assigns of the Customer and Company.

In any case where two or more parties join in one application for electric service, such parties shall be jointly and severally liable. Only one bill shall be rendered for electric service unless specifically contracted otherwise.

When a change of customer occurs, notice of such change must be given to Company prior to the date of such change. The outgoing Customer will be held responsible for all service supplied at the location until such notice has been received by Company.

An Applicant's service may be connected after normal office hours as described in Schedule 300, provided the conditions shown under Rule 25 2. (c) are met and the Applicant pays the charge as specified in Schedule 300.

2. IMPLIED SERVICE AGREEMENT

In the absence of a signed application, agreement or contract, the delivery of electric service by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement or contract between the Customer and the Company.

(Continued)

3. ELECTRIC SERVICE AGREEMENT, ELECTRIC SERVICE SCHEDULE AND ELECTRIC SERVICE REGULATIONS

These regulations and the applicable electric service schedule are hereby made a part of each electric service agreement or contract, express or implied. In case of a conflict between any of the provisions of the agreement or contract and an electric service schedule or these regulations, the provisions of the electric service schedule will take precedence followed by the provisions of these regulations.

4. SELECTION AND CHANGES OF ELECTRIC SERVICE SCHEDULE

Where optional electric service schedules are available, the Company, upon request will assist the Customer in the selection of the electric service schedule most favorable to him. The recommendation to the Customer will be based on his statement of the class of service required, the amount and manner of use and other pertinent information. The Company shall not be required to adjust billings when it has acted in good faith based upon available information or when the customer was given written notice of options under the tariff schedules and did not make a timely election to exercise his\her\its options. A Customer being billed under one of two or more optional electric service schedules applicable to his class of service may elect to be billed on any other applicable electric service schedule by notifying the Company in writing. The Company will bill the Customer under such elected Schedule from and after the date of the next meter reading. However, a Customer having made such a change of electric service schedule may not make another such change within the next 12 months.

5. RENEWAL AND TERMINATION OF SERVICE AGREEMENT

At the expiration of the term stated in the electric service agreement or contract, or any renewal thereof, or any extended term thereof, the agreement or contract shall continue to remain valid unless either the Company or the Customer provides 30 days notice in writing of its desire to terminate such agreement, unless otherwise provided for in the agreement or contract.

6. DEFAULT BY CUSTOMER

For any default or breach by Customer of a service agreement or contract, including failure to pay bills promptly, Company in addition to all other legal remedies, may terminate the service agreement or contract and/or suspend the supply of service in accordance with Regulation 10.

(Continued)

7. CONTINUING SERVICE

Except as specifically provided otherwise, the rates of this tariff are based on continuing service at each service location. Disconnect and reconnect transactions shall not operate to relieve a customer from minimum monthly charges except as may be provided in seasonal service agreements between the customer and the Company.

8. AVAILABILITY OF FACILITIES

Company shall not be required to maintain facilities in place or to continue the availability of facilities installed for the Customer's service when: (a) facilities are not being utilized to provide service in accordance with an application for service; or (b) no contract providing for continuing availability at a stated capacity is in effect. Such facilities that have not been used during the last 12 months may be subject to removal. Decision to remove said facilities shall be at Company's sole discretion, but only after providing written notice to the last customer of record and owner of the property served, giving them a reasonable opportunity to respond. The decision for such removal shall be based on but not limited to (1) revenue potential of facilities, (2) safety hazards, (3) availability of workforce and (4) length of time facilities are expected to remain idle.

ELECTRIC SERVICE REGULATION NO. 4

STATE OF IDAHO

Supply and Use of Service

1. SUPPLY OF SERVICE

Unless otherwise specifically provided in the electric service schedule or contract, Company's rates are based upon the furnishing of electric service to the Customer's premises at a single point of delivery and at a single voltage and phase classification.

(a) Individual Customer

Each separately operated business activity and each separate building will be considered an individual Customer for billing purposes. If several buildings are occupied and used by one Customer in the operation of a single and integrated business enterprise, Company will furnish electric service for the entire group of buildings through one service connection at one point of delivery. All such buildings shall be on the same premises.

Should the Customer require delivery from Company through more than one transformer installation, or require service from Company at more than one voltage or phase, each service connection of each voltage and phase will be separately metered and billed.

(b) Reactive Power

All electric service schedules in this tariff are based upon the Customer minimizing his reactive power load.

(1) The reactive kilovolt-ampere demands may be determined either by permanently installed instruments or by test. When determined by test, the resulting reactive demand will remain in effect until a new test is made.

(2) When reactive power correction equipment is installed by the Customer, such equipment must be connected and switched in a manner acceptable to Company.

(Continued)

1. SUPPLY OF SERVICE (continued)

(c) Unmetered Service

Service to fixed loads, with fixed periods of operation, such as street lights, traffic lights and other similar installations may, for the convenience and mutual benefit of the Customer and Company, be unmetered. The average monthly use (one-twelfth of the annual use determined by test or estimated from equipment ratings) shall be billed monthly in accordance with the applicable schedule.

2. CUSTOMER'S USE OF SERVICE

Electric service will be supplied only to those for whom the Company is the sole source of electric power and energy unless otherwise provided under an appropriate agreement. Services shall be used by Customer only for the purposes specified in the service agreement and applicable electric service schedule or schedules. The Customer shall not extend his electric facilities for service to other customers or premises except where the electricity is purchased from the Company as defined in Section 61-129, Idaho Code, for electric vehicle battery charging services as provided by order or rule of the Commission.

3. CONTINUITY OF ELECTRIC SERVICE AND INTERRUPTION (FORCE MAJEURE)

Unless otherwise specified in a service agreement, electric service is intended to be continuously available. It is inherent, however, that there will at times be some degree of failure, interruption, suspension, curtailment or fluctuations. Company does not guarantee constant or uninterrupted delivery of Electric Service and shall have no liability to its Customers or any other persons for any interruption, suspension, curtailment or fluctuation in Electric Service or for any loss or damage caused thereby if such interruption, suspension, curtailment or fluctuation results from the following:

(a) Causes beyond Company's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements, court orders, litigation, breakdown of or damage to facilities of Company or of third parties, acts of God, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which Company's system is interconnected and acts or omissions of third parties.

(Continued)

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3. CONTINUITY OF ELECTRIC SERVICE AND INTERRUPTION (FORCE MAJEURE) (continued)

(b) Repair, maintenance, improvement, renewal or replacement of facilities, or any discontinuance of service which, in Company's judgment, is necessary to permit repairs or changes to be made in Company's generating, transmission or distribution facilities or to eliminate the possibility of damage to Company's property or to the persons or property of others. To the extent practicable, such work, repairs or changes shall be done in a manner which will minimize inconvenience to the Customer and, whenever practicable, the Customer shall be given reasonable notice of such work, repairs or changes.

(c) Automatic or manual actions taken by Company, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of Company's electrical system or any electrical system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers and switches.

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ELECTRIC SERVICE REGULATION NO. 5

STATE OF IDAHO

Customer's Installation

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1. **SERVICE ENTRANCES AND CONNECTIONS**

(a) **Attachment To Company Facilities**

The Company will supply the exterior connection (service connection) between the Company's facilities and the point of delivery. The Customer shall provide a stationary and structurally sound support for the interconnection of the Company's and Customer's facilities. If more than one point of delivery is required to furnish electric power and energy to a Customer, then either (1) each service connection shall be separately metered and billed, or (2) the Company may establish the point of delivery on its transformer platform or other structure and install one set of metering equipment. Installation and maintenance of all facilities beyond the point of delivery, except for metering equipment, shall be at the expense and responsibility of the Customer, except under conditions specified by the Company in writing.

(b) **Metering Equipment**

All meter bases for meters required for measuring electric service (including Kvar when specified by the Company) shall be provided and installed by the Customer at a location acceptable to the Company and shall conform to the Company's specifications. The Customer's wiring, meter bases and service entrance facilities must be installed and maintained by the Customer in accordance with applicable municipal or state requirements and to standards required by the National Electrical Safety Code and National Electrical Code.

(Continued)

1. **SERVICE ENTRANCES AND CONNECTIONS** (continued)

(c) **Clearances**

Whenever the initial clearances of serving facilities over Customer's premises, required by applicable laws, ordinances, rules, or regulations of public authorities, become inadequate due to changes made by the Customer, the Customer shall be responsible for correction of the deficiency.

2. **CUSTOMER'S LOAD AND OPERATION**

(a) **Protection of Customer's Equipment**

The Customer shall furnish, install, inspect and keep in good and safe condition all electrical wires and lines on Customer's premises. The Customer shall provide devices to protect his equipment from high and low voltage, from overload, single phasing or other abnormal conditions.

(b) **Protection of Company's Equipment and other Customers**

The Customer shall provide control equipment to eliminate excessive starting current or undesirable voltage fluctuations on the Company's circuits. If the Customer makes additions or changes in his electrical facilities, either in size or character, the Customer shall give the Company prior written notice of this fact. Any such additions or changes in load shall not be detrimental to service to other Customers.

(c) **Practices and Requirements for Harmonic Control**

Customers who have equipment that produces harmonic distortion shall provide filtering equipment to limit that distortion to within limits prescribed in the Institute of Electrical and Electronics Engineers (IEEE) Standard 519 as measured at the Point of Delivery.

(d) **Customer's Generation**

Customer shall sign a written agreement with the Company prior to connecting to and using another source of power in conjunction with receiving service from Company. The Customer shall supply all equipment, including but not limited to, transfer switches, disconnects, overload protection, and any other protective devices necessary to safely connect to and operate from another power source. Emergency generators must be equipped and operated to prevent connection with Company's system. The Customer shall be liable for any damage or injury resulting from using another power source.

(e) **Maintenance of Customer's Facilities**

Installation and maintenance of all facilities beyond the point of delivery, except Company owned metering equipment, shall be at the expense and responsibility of the Customer except under conditions specified by the Company in writing.

(Continued)

2. **CUSTOMER'S LOAD AND OPERATION** (continued)

(f) **Highly Fluctuating Loads**

If a Customer uses welding machines, X-ray apparatus, elevators or other equipment with highly fluctuating load characteristics, or having an abnormal effect on voltage, and whose operation requires the Company to install transformer capacity or other equipment in order to protect the quality of service to other Customers or to provide for short period use of power by such equipment, the Company will provide service as described in Regulation 12.

The Company reserves the right to refuse to supply service to loads of a character which may seriously impair service to any Customer and shall have the right to discontinue service to the Customer who shall continue to use appliances or apparatus detrimental to the service to any customer after being notified thereof in writing by the Company.

3. **REFUSAL OF SERVICE**

The Company may disconnect service or refuse to connect or supply service:

(a) when the Customer's wiring or facilities are in Company's judgment unsafe or hazardous to the Customer or others or found to be in violation of applicable laws, ordinances, rules or regulations.

(b) where such connection or service will adversely affect or impair or is adversely affecting or impairing the service to its other Customers.

(c) where the Applicant or Customer has not complied with federal, state, municipal or Company regulations.

(d) until the Customer is advised by proper authority that the wiring and utilization equipment to be served have been inspected and passed by the controlling public inspection authority, where inspection is required by local ordinance or other authorized procedures. Any affidavits or certificates of inspection required by law must be furnished before service is connected.

4. **COMPANY LIABILITY**

The Company's liability shall cease at the Point of Delivery. The use of electric service beyond said point is at the risk and responsibility of the Customer.

(Continued)

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5. COMPANY'S RESPONSIBILITY

Nothing in these Electric Service Regulations shall be construed as placing upon the Company any responsibility for the condition or maintenance of the Customer's wiring, current consuming devices or other equipment, and the Company shall not be held liable for any loss or damage resulting from defects in the Customer's installation and shall not be held liable for damage to persons or property arising from the use of the service on the premises of the Customer.

ELECTRIC SERVICE REGULATION NO. 6

STATE OF IDAHO

Company's Installation

1. COMPANY'S INSTALLATION

Except as otherwise provided in these Regulations, an Electric Service Agreement, or the Electric Service Schedules, the Company will install and maintain its lines and equipment on its side of the Point of Delivery, but shall not be required to install or maintain any lines or equipment except meters and accessories beyond that point. Only the Company is authorized to make the connections at the Point of Delivery. Electric service furnished under this tariff will be alternating current, 60 hertz, single or three-phase. Primary service voltage will be at one of the nominal standard voltages available from the Company at or near the Customer's location. Secondary service voltage will be limited to:

Single-phase, 120 volts, 2-wire, grounded
Single-phase, 120/240 volts, 3-wire, grounded
Three-phase, 208Y/120 volts, 4-wire, grounded, wye
Three-phase, 480Y/277 volts, 4-wire, grounded, wye

2. COMPANY FACILITIES ON CUSTOMER'S PREMISES

(a) All materials furnished and installed by the Company on the Customer's premises, shall be, and remain, the property of the Company. The Customer shall not break the Company's meter seals. In the event of loss or damage to the Company's property, arising from neglect, carelessness, or misuse by the Customer, the cost of necessary repairs or replacement shall be paid by the Customer.

(b) Customer without expense to the Company shall make or procure conveyance to the Company of satisfactory Rights-of-Way Easements across the property owned or controlled by the Customer for the Company's lines or extensions thereof necessary or incidental to the furnishing of service to the Customer.

(c) The Customer shall permit safe, access to Company's representatives at all hours to maintain the Company's electric distribution facilities. The Customer shall also permit the Company to trim trees and other vegetation to the extent necessary to avoid interference with the Company's lines and to protect public safety.

(d) The Customer shall provide safe, unencumbered access to Company’s representatives at reasonable times, for the purpose of reading meters, inspecting, repairing or removing metering devices and wiring of the Company.

ELECTRIC SERVICE REGULATION NO. 7

STATE OF IDAHO

Metering

1. INSTALLATION

All meter locations and provisions for connecting metering equipment are subject to approval by the Company. Meter locations shall be consistent with good engineering and safety practices and shall comply with appropriate codes and standards. The Company will furnish and maintain all meters and other metering equipment. The Customer will furnish and maintain the meter base and other accessories required by the Company, necessary for measuring the electric power and energy used by the Customer.

Separate premises, even though owned by the same Customer, will not be supplied through the same meter.

Service to new multi-unit residential complexes where residency is permanent in nature shall be provided only if it is possible to directly meter and bill the occupant of each dwelling unit. Multiple residential meters will not be required for those multi-family structures presently receiving residential service through a single meter for so long as service to that structure is not increased or altered.

Demand meters may be installed on any account when the nature of the Customer's equipment and operation indicates that a demand meter may be required for correct application of the electric service schedule.

2. FAILURE TO REGISTER

If any meter fails to register correctly the amount of electric power or energy used by the Customer, the amount of such use will be estimated by the Company from the best available information. If the Company finds that the meter has been tampered with, the Customer shall pay for such estimated usage together with the expense of restoring the Company's equipment to its normal operating condition.

(Continued)

3. METER TEST AND ADJUSTMENTS

Company will test and inspect its meters from time to time and maintain their accuracy of registration in accordance with generally accepted practices and the rules and standards established by the Idaho Public Utilities Commission. Company will, without charge, make a test of the accuracy of registration of a meter upon the request of a Customer, provided that the Customer does not request such a test more frequently than once in twelve (12) months. If more than one requested test is made in twelve (12) months, the Customer will pay in advance a charge as specified in Schedule 300. If results of the test show that the meter is in error 2% or more, the Company will reimburse such advance.

The Company will make a refund where the meter is fast and the Customer shall pay the difference where the meter is slow as follows:

(a) If the time when the malfunction or error began cannot be reasonably determined to have occurred within a specific billing period, the corrected billings shall not exceed the most recent six (6) months before the discovery of the malfunction or error;

(b) If the time when the malfunction or error began can be reasonably determined and the Customer was undercharged, the corrected billing shall not exceed the most recent six (6) months. If a reasonable person should have known of the incorrect billing, the adjustment may be extended for a period not to exceed three (3) years.

(c) If the time when the malfunction or error began can be reasonably determined and the Customer was overcharged, the corrected billing shall go back to that time but not to exceed three (3) years from the time the malfunction or error occurred. Under no circumstances shall the adjustment exceed three (3) years.

4. MASTER-METERING

The Company's retail rates are intended for application to individual Customers or units of service and, except as specifically excepted hereinafter, master metering is prohibited. However, master-metered mobile home parks, multi-occupant residential buildings, commercial buildings and shopping centers connected prior to July 1, 1980 may continue to receive master-metered service.

(Continued)

4. **MASTER-METERING** (continued)

(a) **Mobile Home Parks**

Mobile home parks built before July 1, 1980 whose spaces for tenants (excluding transients) have been fully sub-metered by the park owners need not be individually metered by the Company. Mobile home park tenants must be charged the same rate for electric service as if they were directly metered and billed by the Company. Testing of sub-meters shall be the park operator's expense.

Mobile home parks that were partially sub-metered on July 1, 1980 must individually meter all spaces to be used by non-transient tenants. At the option of the park operator, the operator may extend an existing sub-metering system to those spaces not metered by the operator or may request the Company to meter the un-metered spaces for non-transient tenants at the Company's expense.

The Company shall pay the park operator a monthly fee, specified in Schedule 300, for each sub-metered space occupied during the month.

(b) **Multi-Occupant Residential Buildings, Commercial Buildings, Shopping Centers**

Multi-occupant residential buildings, commercial buildings and shopping centers may be master-metered if the electric space heating, water heating and air conditioning for the units for non-transient tenants are centrally controlled and the individual tenants cannot control the electric usage.

Tenants of master metered commercial buildings and shopping centers whose business is unusually energy intensive must be individually metered. An unusually energy intensive business is one whose connected load other than space heating, water heating and air-conditioning is 20 watts or more per square foot of occupied floor space.

A master-metered general service Customer such as a mall, may utilize a reasonable allocation procedure to determine a tenant's usage for the purpose of reimbursing the master-metered Customer. Such a procedure shall constitute an allocation and not a resale. The Customer shall indemnify Company for any and all liabilities, actions or claims for injury, loss or damage to persons or property arising from the allocation of service by the Customer.

ELECTRIC SERVICE REGULATION NO. 8

STATE OF IDAHO

Billings

1. **BILLING**
Except where specifically stated, all electric service schedules contained herein set forth the rate for one (1) billing month. However, local conditions, initial billings, final billings, prorated billings and seasonal readings may cause billings on irregular intervals, in which case the electric service schedule will be appropriately adjusted for billing purposes. Except as specifically provided otherwise, the rates of this tariff are based on continuing service at each service location for a term specified in the tariff and the bill for electric service shall be calculated separately for each meter.

2. **BILLING DEMAND**
All demands used for billing purposes will be determined to the nearest whole kW, kva or kvar. Demands will be determined by permanently installed instruments, by test or motor nameplate. When determined by test or nameplate, the resulting demand will remain in effect until a new determination is made.

3. **ESTIMATED BILLING**
When it is impractical to read meters at regular monthly intervals, the Company may, at its option, read such meters at irregular intervals but not less frequently than once every twelve (12) months. Under such conditions, bills for electric service will be rendered for either the Minimum Monthly Charge set forth in the schedule or for amounts based on the Company's estimate of the Customer's use during the month. When an actual meter reading is obtained, the Company may adjust each estimated billing which has occurred since the last Company meter reading was obtained. Bills will be adjusted in accordance with section 8.R.6.

4. **PAYMENT OF BILLS**
All bills are payable at any office pay station or collection center authorized by Company, not later than the due date shown on the bill.

5. **LATE PAYMENT CHARGE**
A late payment charge may be levied against any account that is not paid in full each month. However, State agencies and taxing districts will not be required to pay interest on bills paid within sixty (60) calendar days of receipt of the bill. This charge will be computed at a percentage specified in Schedule 300 of the unpaid delinquent balance brought forward on the subsequent month's bill. All payments received prior to the subsequent month's billing date, will apply to the Customer's account prior to calculating the Late Payment Charge. Those payments applied shall satisfy the oldest portion of the billing first and the current portion of the billing last.

(Continued)

6. ADJUSTMENT FOR BILLING ERROR

Corrected billings may be made to adjust for billing errors including but not limited to reasons such as a meter malfunctioned or failed, bills were estimated, metering equipment was incorrectly installed or programmed, or bills were inaccurately prepared as follows:

(a) If the time when the malfunction or error began cannot be reasonably determined to have occurred within a specific billing period, the corrected billings shall not exceed the most recent six months before the discovery of the malfunction or error.

(b) If the time when the malfunction or error began can be reasonably determined and the Customer was undercharged, the corrected billing may not exceed the most recent six (6) months. If a reasonable person should have known of the incorrect billing, the adjustment may be extended for a period not to exceed three (3) years.

(c) If the time when the malfunction or error began can be reasonably determined and the Customer was overcharged, the corrected billing may go back to that time but not to exceed three (3) years from the time the malfunction or error occurred. Under no circumstances shall the adjustment exceed three (3) years.

7. BILLING UNDER INAPPROPRIATE TARIFF SCHEDULE

Corrected billings shall be made to adjust for billing under inappropriate tariff Schedules as follows:

(a) If the time when the error began cannot be reasonably determined to have occurred within a specific billing period, the corrected bill shall not exceed the most recent six (6) months.

(b) If the time when the error began can be reasonably determined and the Customer was undercharged, the corrected billing shall not exceed the most recent six (6) months. If a reasonable person should have known of the incorrect billing, the adjustment may be extended for a period not to exceed three (3) years.

(c) If the time when the error can be reasonably determined and the Company determined the Customer was overcharged the corrected billing shall go back to that time, but not to exceed three (3) years from the time the error occurred.

The Company shall not be required to adjust billings when it has acted in good faith based on the best available information or when the Customer was given written notice of options under the tariff schedules and did not make timely election to choose available options.

8. RETURNED CHECK CHARGE

A charge as specified in Schedule 300 may be made and collected by Company for each check returned by a bank to the Company.

ELECTRIC SERVICE REGULATION NO. 9

STATE OF IDAHO

Deposits and Advance Payments

1. DEPOSIT REQUIREMENTS AND CUSTOMER ADVANCES

(a) Residential Customers

The Company will not require or hold any deposit from any current residential customer or applicant for service without proof that the customer or applicant is likely to be a credit risk or to damage the property of the Company. The customer or applicant shall be assumed to be a satisfactory credit risk unless:

(1) The customer or applicant has outstanding a prior service account with the Company that accrued within the last four years and at the time of application for service remains unpaid and not in dispute; or

(2) Within the last four years, the applicant's service from the utility has been terminated due to one of the following: nonpayment of any undisputed delinquent bill(s), misrepresentation of the customer's or applicant's identity, failure to reimburse the Company for damages due to negligent or intentional acts of the customer, or obtaining, diverting or using service without the authorization or knowledge of the Company; or

(3) Information provided by the applicant upon application for service is materially false or materially misrepresentative of the applicant's true status.

(4) The applicant did not have service with the utility for a period of at least twelve (12) consecutive months during the last four (4) years, and does not pass an objective credit screen.

(5) Initiation or continuation of service to a residence where a prior customer still resides and where any balance for such service to that prior customer owes a past due bill.

(6) The utility has given the customer two (2) or more written final notices of termination within the last twelve (12) consecutive months.

(Continued)

(b) Small Commercial Customers

An applicant may be required to pay a deposit as a condition of service for the reasons stated in **(a)** above, or additionally, when the applicant is applying for service for the first time from the Company.

(c) Industrial and Large Commercial Customers

The Company may require a deposit from current and prospective industrial or large commercial customers for the reasons stated in **(b)** above, or additionally:

(1) The customer fails to pay the account on or before the date such payment is delinquent.

(2) The nature of the customer's operation is extremely speculative or subject to a high probability of failure.

(d) Irrigation Customers

The Company may require a deposit or advance from past, current, and prospective irrigation (Schedule 10) customers prior to providing electric service.

(1) Irrigation Advance

A. An advance may be required from current, previous, or prospective Schedule 10 customers prior to providing electric service under the following conditions:

1. If the customer had a cumulative past due balance equal to or greater than $25,000 on December 31;

2. If the customer had service disconnected for nonpayment during the last four (4) years; or

3. If at any time the customer sought any form of relief under the Federal Bankruptcy Laws, or has been discharged from bankruptcy, or whose receivership proceeding has been terminated, or whose bankruptcy proceedings have been dismissed.

B. As an alternative to payment, an advance may be satisfied by:

1. A guarantee of payment from a bank or financial institution acceptable to the Company; or

2. A guarantor acceptable to the Company.

(Continued)

(d) Irrigation Customers (continued)

(1) Irrigation Advance (continued)

C. The customer may be required to pay an advance on all Schedule 10 accounts for which the customer is financially responsible and requesting service.

D. The advance will be equal to the estimated monthly billings for the upcoming irrigation season, based upon the previous 12 months of metered usage at each service point or estimated using the new customer's connected horsepower. If the previous 12 months includes inactivity the estimate may include earlier periods.

1. A portion of the advance will be applied to satisfy each monthly bill until the advance is depleted.

(2) Irrigation Deposit

A. A deposit may be required from a current or previous Schedule 10 customer prior to providing electric service under the following conditions:

1. If the customer received two (2) or more past due notices for non-payment of Schedule 10 service during the most recent irrigation season or the last 12 month period during which service was received;

2. If the Schedule 10 customer was required to pay an advance for the previous irrigation season and the balance on December 31 was less than $25,000; or

3. If the applicant is requesting service for the first time.

B. As an alternative to payment of a deposit, the applicant may obtain:

1. A guarantee of payment from a bank or financial institution acceptable to the Company; or

2. A guarantor acceptable to the Company.

C. A Schedule 10 customer that meets the requirements for payment of a deposit may be required to pay a deposit for each Schedule 10 account for which the customer is financially responsible and requesting service.

(Continued)

(d) Irrigation Customers (continued)

(2) Irrigation Deposit (continued)

D. The deposit for each metered service point is equal to the estimated monthly bill for the two highest months of usage within the last two (2) irrigation seasons. For new customers, deposits will be calculated using the bills from the previous customer at the new customer's location or estimated using the new customer's connected horsepower.

(3) Irrigation Advance or Deposit Guarantor
To be considered acceptable to the Company a guarantor must be:

A. An active Rocky Mountain Power Schedule 10 customer;

B. Current on all accounts at the time of the application with no more than one past due notice in the previous twelve months; and

C. Have cumulative usage for all active Schedule 10 metered services during the previous season that equals or exceeds the estimated usage for the customer or applicant needing a guarantor.

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

3. EXPLANATION OF DENIAL OF SERVICE OR REQUIREMENT OF DEPOSIT
If the Company denies service or requires a deposit as a condition of providing service, then it must immediately provide an explanation regarding the reason for the deposit or denial of service. If service is currently being provided to the premises occupied by an applicant, the Company shall provide written notice of its refusal to serve.

4. AMOUNT OF DEPOSIT
A deposit required as a condition of service shall not exceed one-sixth of the Company's estimate of annual billings for residential and small commercial customers. For industrial and large commercial customers, deposits shall not exceed two (2) months of the Company's estimated peak billings. The Company shall advise the customer or applicant that the deposit may be paid in two (2) equal installments with the first installment paid at the time of application and the second installment paid in one (1) month. For Irrigation customers, see Sheet No. 9R.4 (d) (2) D.

(Continued)

5. INTEREST ON DEPOSITS

Interest on deposits held by the Company shall be accrued at the rate established annually by the order of the Idaho Public Utilities Commission. Interest shall be computed from the time the deposit is made until it is returned or applied to the bill. Interest will not accrue on a deposit if service is terminated temporarily at the request of a customer who leaves the deposit with the Company for future use as a deposit, or if service has been permanently terminated and the Company has been unsuccessful in its attempt to refund a deposit.

6. RETURN OF DEPOSIT – ALL CUSTOMER CLASSES

(a) If the customer has paid all undisputed bills and has no more than one (1) past due notice during the past twelve (12) consecutive months of service, the Company shall promptly return the deposit (with accrued interest) by either crediting the customer's current account or issuing a refund.

(b) Upon termination of service, the deposit, with accrued interest, shall be credited to the final bill. The balance of the deposit remaining, if any, shall be returned promptly to the customer.

(c) The Company may withhold the release of the deposit pending the resolution of a dispute. For residential and small commercial Customers, interest will be paid for the entire period over which the deposit was held. For industrial, large commercial and irrigation customers, the Company will continue to pay interest if the resolution is in the Customer's favor.

7. TRANSFER OF DEPOSIT

A Deposit, less any outstanding balance, shall be transferable and applicable for service to the same customer at a new location within the Company's service area. Deposits shall not be transferred from one customer to another customer or between classes of service.

8. RECEIPT FOR DEPOSIT

When payment of a deposit is made, a receipt shall be furnished to each applicant or customer for the amount deposited.

9. RETURN OF IRRIGATION ADVANCE PAYMENTS

Any customer advance remaining at the end of the irrigation season will first be applied to any required deposit for the upcoming season before being refunded to the customer. Upon customer request, the Company will conduct an in-season review of the actual electric consumption and associated advance payment. The Company may refund at the customer's request, the portion of the advance in excess of the revised usage estimate for the remainder of that season.

(Continued)

10. LARGER OR NEW DEPOSITS AND IRRIGATION ADVANCES

Nothing in this regulation shall prevent the Company from requiring a deposit or advance or a larger deposit or advance from existing customers in conformity with the standards set forth in this regulation. Should a larger or new deposit or advance be required, the reason therefor shall be specified in writing to the customer.

ELECTRIC SERVICE REGULATION NO. 10

STATE OF IDAHO

Termination of Service and Payment Arrangements

1. DENIAL OR TERMINATION OF SERVICE WITH PRIOR NOTICE

The Company may deny or terminate service to a Customer or Applicant without their permission, but only after adequate notice has been given, for one or more of the following reasons:

(a) Nonpayment of undisputed delinquent bills or paid a delinquent bill with any check not honored by the bank or, made an electronic payment drawn on an account with insufficient funds.

(b) Failure to make a security deposit, make an advance payment, make an installment payment on a deposit where it is required.

(c) Failure to abide by the terms of a payment arrangement.

(d) Misrepresentation of his/her/its identity for the purpose of obtaining utility service.

(e) Willfully preventing or denying the Company access to the meter.

(f) As prescribed by relevant State or other applicable standards, willfully wasting service through improper equipment or otherwise.

(g) The Applicant or Customer is a minor not competent to contract for service.

Nothing in this rule requires the Company to connect service for a Customer or Applicant who owes money on an existing account or from a previous account.

(Continued)

2. NOTICE BEFORE TERMINATION OF SERVICE

(a) The Company shall send to the Customer written notice of termination mailed at least seven (7) calendar days before the proposed date of termination. At least twenty-four hours before actual termination, the Company will make a diligent attempt to contact the Customer affected, either in person or by telephone, to advise the Customer of the proposed action and steps to take to avoid or delay termination.

(b) The seven (7) days' written notice does not apply when a Customer does not make an initial payment according to a payment arrangement, makes the initial payment with a check not honored by the bank, or, at a Company's collection visit to terminate service, tenders payment with any check not honored by the bank. In these cases, the Company will attempt to contact the Customer in person or by telephone to apprise the Customer of the proposed action, and actual termination will not take place until a minimum of twenty-four hours after notice or after the diligent attempt to notify has been completed.

(c) If service is not terminated within twenty-one (21) calendar days after the proposed termination date as specified in the written notice, the Company shall again provide notice under sections (a) and (b) of this rule.

(d) The written or oral notice of termination shall state:

(1) the reason(s), citing these rules, why service will be terminated, and the date of termination,

(2) actions the Customer may take to avoid termination,

(3) that an informal or formal complaint concerning the termination may be filed with the Commission, and

(4) that service will not be terminated prior to the resolution of such a filed complaint. (If the resolution is in favor of the Company, the Commission shall set the date of termination.)

(Continued)

2. NOTICE BEFORE TERMINATION OF SERVICE (continued)

(5) that a residential medical certificate, as described in **6(a)** notifying the Company of a serious illness or medical emergency in the household may delay termination.

(e) No industrial or large commercial Customer shall have its service terminated unless the Commission is given written notice seven (7) days before the termination. The Commission may stay termination of service upon its finding that the public interest requires service to be maintained to the Customer.

3. DENIAL OR TERMINATION OF SERVICE WITHOUT PRIOR NOTICE

The Company may deny or terminate service without prior notice to the Customer or applicant and without the Customer's or applicant's permission for one or more of the following reasons:

(a) If a condition immediately dangerous or hazardous to life, physical safety, or property exists, or if necessary to prevent a violation of federal, state or local safety or health codes;

(b) If ordered by any court, the Commission, or any other duly authorized public authority;

(c) If such service is obtained, diverted or used without the authorization or knowledge of the Company, or

(d) If the Company has tried diligently to meet the notice requirements but has been unsuccessful in its attempts to contact the Customer.

4. WINTER PAYMENT PLAN

(a) Except as provided in **3.** above, the Company will not terminate service or threaten to terminate service during the months of December through February to any residential Customer whose household includes children, elderly or infirm persons. For purposes of this regulation, "children" are defined as persons 18 years of age or younger, "elderly" are defined as persons 62 years of age or older, and "infirm" are defined as persons whose physical health or safety would be seriously impaired by termination of utility service. Such Customers shall be offered the opportunity to establish a Winter Payment Plan. However, no Customer may be required to establish such a plan.

(Continued)

4. WINTER PAYMENT PLAN (continued)

(b) Except as provided in **3.** above, the Company will not terminate service during the months of November through March to any Customer who establishes a Winter Payment Plan before November 1. A Customer may establish a Winter Payment Plan after November 1, but the extended protection from termination of service offered under such a plan will not begin until the date the plan is established. Failure of a participating Customer to make payments as required will result in cancellation of the plan and elimination of the extended protection from termination of service offered under the plan. The Customer may use any source of funds to satisfy the payment requirements of the Winter Payment Plan.

(c) Monthly payments under a Winter Payment Plan are equal to one-half of the Level Pay Plan (see **8.(f)**) amount for that Customer.

(d) If a Customer who received the protection of this rule has an outstanding balance owed to the Company, the Customer must either pay this balance or negotiate a new payment arrangement on or after March 1, if the Customer has not established a Winter Payment Plan, or on or after April 1, if the Customer has established a Winter Payment Plan.
Failure of a Customer to pay or make payment arrangements on or after these dates may result in termination of service.

(e) A Customer who participates in a Winter Payment Plan one year must be allowed to participate in succeeding years if the Customer has honored his or her payment arrangements and the balance owing as of November 1 does not exceed $75 or the Customer's utility bill for the previous 30 days, whichever is greater. However, the Company is not required to connect or reconnect the service of a Customer or Applicant who does not currently have utility service and owes an unpaid, undisputed bill to the Company.

(f) Nothing in this rule prevents the Company from terminating service to unoccupied residences or residences where the occupants have failed or refused to apply for utility service.

(Continued)

5. THIRD PARTY NOTIFICATION

Residential customers may designate a third party to receive a duplicate termination notice. The third party will be under no obligation to pay the bill. No Customer can be considered to have refused to enter a payment arrangement unless either the Customer or the designated third party has been given notice of the proposed termination of service and of the Customer's opportunity to make payment arrangements.

6. SERIOUS ILLNESS, MEDICAL EMERGENCY, MEDICAL FACILITIES

(a) The Company shall postpone termination of service to a residential Customer for thirty days from the date of the receipt of a certificate by a licensed physician or public health official which states that termination will aggravate an existing medical condition or create a medical emergency for the customer, a member of his\her family, or other permanent resident of the premises where service is rendered.

This certificate must be in writing and show clearly the name of the person whose serious illness or medical emergency would be adversely affected by termination, and the name, title, and signature of the person giving notice of or certifying the serious illness or medical emergency.

If service has already been terminated when the medical certificate is received, service shall be restored as soon as possible, but no later than twenty-four (24) hours after receipt of the medical certificate. The Customer will receive service for thirty days from the Company's receipt of the certificate. The Company may postpone termination of service upon receipt of a second certificate stating that the serious illness or medical emergency still exists.

Before the expiration of the medical postponement, the Customer must make payment arrangements with the Company. The Company may verify the authenticity of the certificate and may refuse to delay termination of service if it is determined that the certificate is a forgery.

(b) Where service is provided to a medical care facility, including a hospital, medical clinic with resident patients, nursing home, intermediate care facility or shelter care facility, notice of pending termination shall be provided to the Commission and to the State Department of Health and Welfare as well as to the Customer. Upon request from the Commission, a delay in termination of no less than seven (7) calendar days from the date of notice shall be allowed so that action may be taken to protect the interests of the facility's residents.

(Continued)

7. RESTRICTIONS ON TERMINATION OF SERVICE

(a) No Customer shall be given notice of termination of service nor shall his/her/its service be terminated if:

(1) The Customer's unpaid bill cited as grounds for termination totals less than fifty dollars ($50), or two (2) months' charges for service, whichever is less;

(2) The unpaid bill cited as grounds for termination is for utility service to any other Customer (unless that Customer has a legal obligation to pay the other Customer's bill) or for any other class of service;

(3) The reason cited for termination is failure to pay on a written guarantee in lieu of deposit; or;

(4) An unpaid bill results from the purchase of non utility goods or services.

(b) Service shall not be terminated on any Friday, Saturday, Sunday, legal holiday or on any day immediately preceeding any legal holiday as recognized by the State of Idaho, or at any time when the Company's business offices are not open for business. Service may be terminated between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday. Service may be terminated between the hours of 5:00 p.m. and 9:00 p.m., Monday through Thursday, if the Company is unable to gain access to the Customer's meter during normal business hours or for illegal use of service.

(c) Service may be terminated as listed above in section (b) and between the hours of 8:00 a.m. and 5:00 p.m. on Friday when:

(1) The service is obtained, diverted or used without the authorization or knowledge of the Company or for illegal use of service;

(2) The premises are unoccupied or the service has been abandoned.

(d) Service may be terminated at any time when:

(1) A condition immediately dangerous or hazardous to life, physical safety, or property exists, or if necessary to prevent a violation of federal, state or local safety or health codes or;

(2) The Company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.

(Continued)

7. RESTRICTIONS ON TERMINATION OF SERVICE (continued)

(e) The Company will not terminate service without written notice to the residents or occupants of a building or mobile home court where service is master-metered or a residence where the Customer billed is not a resident or occupant of the premises being served. The Company will notify the residents or occupants of its intent to terminate service at least two (2) calendar days, excluding weekends and holidays, prior to the proposed date of termination and shall afford the person or persons receiving the service, a reasonable opportunity to negotiate directly with the Company and to purchase service in their own names.

8. PAYMENT ARRANGEMENTS

(a) When a Customer cannot pay a bill in full, the Company shall continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill shall be paid.

(b) In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history, and the amount of time and reasons why the debt is outstanding.

(c) Payments are to be applied to the oldest balance owed on the Customer's bill, except in the case of a disputed bill. If the Customer disputes a bill, the Customer's payments are to be applied to the oldest undisputed amount.

(d) If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second such agreement.

(e) No payment arrangement shall be binding upon a Customer if it requires the Customer to forego any right provided for in these regulations.

(f) Payment arrangements may be in the form of a Level Pay Plan that will equalize monthly payments of all arrears, if any, and anticipated future bill amounts over a period of not less than one year. No Customer agreeing to a reasonable payment arrangement is required to choose this plan.

(g) The first payment under the arrangement will be due one business day after the arrangement, unless the Company grants an extension. If the initial payment is not made, or if any check not honored by the bank is offered as initial payment, the Company may terminate service upon 24-hour notice to the Customer.

(Continued)

8. PAYMENT ARRANGEMENTS (continued)

(h) If the Company has been unable to contact a Customer concerning termination, but has contacted the Customer's third party and has failed to receive a response from the Customer within seven days after the third party was contacted, the Company may treat the Customer as one who has been contacted and has declined to enter into a reasonable payment arrangement.

9. CHARGES FOR COLLECTION ACTIVITY

(a) **Reconnection Charge**: Whenever service has been discontinued by Company because of any default by the Customer, as provided in these rules, a charge to cover the cost of reconnection as specified in Schedule 300 may be collected by Company before service is restored. Customers who make satisfactory arrangements with Company between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays, or between the hours of 8:00 a.m. and 4:00 p.m. on holidays and weekends, will have service reconnected the same day. Except for medical emergencies, reconnections required for safety reasons or where customers are disconnected in error, requests for reconnection received by Company during all other hours will be completed on the following day.

(b) **Tampering/Unauthorized Reconnection Charge**: Where damage to Company's facilities has occurred due to tampering or where reconnection of service has been made by other than Company Personnel a Tampering/Unauthorized Reconnection Charge may be collected as specified in Schedule No. 300. This charge is not a waiver by Company of the rights to recover losses due to tampering. In addition to the above mentioned charge, person receiving service shall be responsible for paying for any damages to the Company's equipment as a result of tampering.

(c) **Field Visit Charge:** The Company may assess the Customer the Field Visit Charge shown on Schedule 300 when an employee visits a Customer's address, intending to disconnect service, but at the time of the visit, disconnection is either delayed or postponed to provide the Customer additional time to pay, make payment arrangements, or provide proof of payment; or the disconnection is prevented by an intentional action taken by the Customer, such as obstructing access to the Customer's meter or threatening to cause or causing physical harm to the Company representative.

10. RESTORATION OF SERVICE

The Company will restore service only when the following conditions are met:

(a) The cause of the discontinuance has been removed if that cause was for any reason other than for the nonpayment of proper charges when due;

(Continued)

10. RESTORATION OF SERVICE (continued)

(b) The Customer has paid all proper charges which are due, except that Customers, if qualified, may meet this requirement by entering into a payment arrangement.

The Company may require the customer to enter into a new Electric Service Agreement requiring a deposit.

11. WAIVER OF RIGHT TO TERMINATE SERVICE

The right to discontinue service for any of the reasons specified in the Rules and Regulations Governing Customer Relations may be exercised whenever and as often as such reasons may occur, and neither delay nor omission on the part of the Company to enforce the provisions of these Regulations at any one or more times shall be deemed a waiver of its right to enforce the same at any time, so long as the reason continues.

IDAHO PUBLIC UTILITIES COMMISSION
Approved Aug. 28, 2006 Effective Sept. 15, 2006
Jean D. Jewell Secretary

ELECTRIC SERVICE REGULATION NO. 11

STATE OF IDAHO

Taxes

In the event any Government authority imposes any franchise, occupation, sales, license or excise tax upon the price of or the revenue from electric energy or service sold, the applicable pro rata share of the tax shall be separately itemized and billed to all Customers in the area or locality in which such tax or charge applies. An itemized list of these taxes is found in Schedule 300.

ELECTRIC SERVICE REGULATION NO. 12

STATE OF IDAHO

Line Extensions

1. CONDITIONS AND DEFINITIONS

(a) **Contracts** -- Before building an Extension, the Company may require the Applicant to sign a contract. Where a tenant occupies the service location, the Company may require the property owner to sign the contract.

(b) **Contract Minimum Billing** -- The Contract Minimum Billing is the greater of: (1) the Customer's monthly bill; or (2) 80% of the Customer's monthly bill plus the Facilities Charges. Customers on a seasonal rate receive an annual Contract Minimum Billing of the greater of (1) the Customer's annual bill; or (2) 80% of the Customer's annual bill plus the Annual Facilities Charge. The Annual Facilities Charge is twelve (12) times the Facilities Charges. Any Contracted Minimum Billings shall begin upon the date service is first delivered or 30 days after the completion of the extension whichever occurs first, as determined by the Company, unless a later date is mutually agreed upon.

(c) **Engineering Costs** -- The Company includes designing, engineering and estimating in its Extension Costs. The Company will provide these services at no charge unless, in the Company's judgment, it determines the extension is large, complex or speculative. For large, complex or speculative Extensions, the Applicant or Customer must advance the Company s estimated Engineering Costs, but not less than the minimum specified in Schedule 300. The Company will apply this advance payment to its Extension Costs. If the Extension Allowance exceeds the Extension Costs, the Company will refund the excess up to the amount of the Applicant's or Customer's advance.

(Continued)

1. CONDITIONS AND DEFINITIONS (continued)

(c) Engineering Costs -- (continued)
If the Applicant or Customer requests changes that require additional estimates, they must advance the Company's estimated Engineering Costs, but not less than the minimum specified in Schedule 300 for each additional estimate. The Company will not refund or credit this payment.

(d) Extension -- A branch from, or a continuation of, a Company owned transmission or distribution line, where a line has not been removed, at customer request, within the last 5 years. An extension may be single-phase, three-phase, a conversion of a single-phase line to a three-phase line or the provision of additional capacity in existing lines or facilities. The Company will own, operate and maintain all Extensions made under this regulation.

(e) Extension Allowance -- The Extension Allowance is the portion of the Extension that the Company provides or allows without cost to the Applicant. The portion will vary with the class of service that the Applicant requests. The Extension Allowance does not include costs resulting from: additional voltages; duplicate facilities; additional points of delivery; or any other Applicant requested facilities that add to, or substitute for, the Company's standard construction methods or preferred route. An Extension Allowance will be provided only if the Company has reasonable assurance as to the permanent continuation of required revenue. The Extension Allowance is not available to customers receiving electric service under special pricing contracts.

(f) Extension Costs -- Extension Costs are the Company's total costs for constructing an Extension using the Company's standard construction methods, including services, transformers and meters, labor, materials and overheads.

(g) Extension Limits -- The provisions of this regulation apply to Line Extensions that require standard construction and will produce sufficient revenues to cover the ongoing costs associated with them. The Company will construct Line Extensions with special requirements or limited revenues under the terms of special contracts.

Examples of special requirements include, but are not limited to, unusual costs incurred for obtaining rights-of-way, overtime wages, use of special equipment and facilities, accelerated work schedules to meet the applicant's request, or non-standard construction requirements.

(Continued)

1. **CONDITIONS AND DEFINITIONS** (continued)

(h) **Facilities Charges** -- The Facilities Charges are those costs associated with the ownership, operation and maintenance of facilities built to provide service and are in addition to rate schedule billings. Schedule 300 specifies the Facilities Charges.

(i) **Permanent Service** -- Service to Customers where the Company is assured of continued use for more than five years, unless a contract specifies otherwise.

(j) **Restrictions** -- The Company's Extension of facilities is subject to restrictions imposed during war or other emergencies, by the laws of the United States, the State of Idaho, by executive and administrative proclamations, by orders or regulations of the Commission or by any lawful requirement of a governmental body.

(k) **Routes, Easements and Rights-of-Way** -- The Company will select the route of an Extension in cooperation with the Applicant. The Applicant must pay all costs of complete, unencumbered, rights-of-way, easements, or licenses to use land, and for any preparation or clearing the Company may require. The Applicant may acquire and prepare these in a form acceptable to the Company, or if requested by the Applicant, the Company will do so at the Applicant's expense.

(l) **Regulation Previously in Effect** -- Rule changes do not modify existing Extension contracts. If a Customer advanced funds for an Extension under a regulation or a contract previously in effect, the Company will make refunds for additional Customers as specified in the previous regulation or contract.

(m) **Service Conductors** -- The secondary-voltage conductors extending from the pole line, the underground secondary-voltage main, a secondary-voltage transformer, or a secondary-voltage switch cabinet to the Point of Delivery.

(Continued)

2. RESIDENTIAL EXTENSIONS

(a) Standard Residential

(1) Extension Allowances

The Extension Allowance for standard residential applications includes transformation facilities, meter and Service Conductors. Transformation facilities and Service Conductors may serve more than one customer.

Transformation facilities for overhead systems include the transformer, associated fuses, lightning arresters, grounds and supporting racks. The Company, at its discretion, may substitute secondary voltage conductors for transformation facilities. Transformation facilities for underground systems include the transformer and grounds.

The Service Conductor allowance includes the conductors, connectors and other equipment necessary to make the service connection. This allowance provides a maximum of 100 linear feet from a pole, connection box or transformer to the Point of Delivery.

The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction.

(2) Additional Customers, Advances and Refunds

A Customer that pays for a portion of the construction of an Extension may receive refunds if additional Customers connect to the Extension. The Customer is eligible for refunds during the first five (5) years following construction of an Extension for up to four additional Customers. Each of the next four Customers utilizing any portion of the initial extension must pay the Company, prior to connect, 20% of the cost of shared facilities. The Company will refund such payments to the initial Customer.

(b) Remote Service

(1) Extension Allowances

Residential Customers defined as Remote Service Customers either at a single location or a group of locations, as in Unimproved Subdivisions, have the same Extension Allowance as Standard Residential Customers.

(Continued)

2. RESIDENTIAL EXTENSIONS

(b) Remote Service (continued)

(2) Contracts

The Company will make Extensions for residential Remote Service Applicants according to the terms of a written contract. The contract will require the Applicant to advance the estimated cost of facilities in excess of the Extension Allowance. As long as the Applicant meets the definition of Remote Service they shall also pay a Contract Minimum Billing. Primary residences with revenues equal to or greater than average residential revenues will no longer be considered Remote when the density of such residences exceeds one residence per one-half mile of line. Facilities Charges will cease when Customers are no longer considered Remote.

The Contract Minimum Billing will not include Facilities Charges on the first one-half mile of line from the Company's existing distribution facilities. Where there are groups of remote facilities only the first one-half mile is exempt from Facilities Charges.

After the initial five year contract period, Remote service Contract Minimum Billings also end upon termination of electric serve to the Customer's premises and Customer payment of all removal costs for inactive facilities.

(3) Additional Customers, Advances and Refunds

Customers that pay a portion of the construction of an Extension may receive refunds if additional Applicants connect to the Extension. The Customer is eligible for refunds during the first five (5) years following construction of the Extension for up to four (4) additional Applicants. Each of the next four (4) Applicants utilizing any portion of the initial extension must pay the Company, prior to connection, 20% of the cost of shared facilities. The Company will refund such payments to the initial Customer.

Additional Applicants who pay an advance that is refunded to a Remote Service Customer are also responsible for the Facilities Charges, if any, associated with the facilities for which the refund was made. They must also pay the estimated cost of facilities for their extension exceeding their Extension Allowance and are responsible for the Facilities Charges on their extension in accordance with Rule 12.2(b)(2) above.

(c) Three Phase Residential Service

In addition to other applicable charges, where three phase residential service is requested, the Applicant shall pay the difference in cost between single phase and three phase service.

(d) Underground Extensions

The Company will construct underground Extensions when requested by the Applicant or if

(Continued)

(d) **Underground Extensions** (continued)
required by local ordinance or conditions. For underground, in addition to the preceding sections, the Applicant must provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires for the Extension. If the Applicant requests, the Company will provide these items at the Applicant's expense.

For conversion of any existing overhead facilities to underground, the terms of Section 6 of this regulation apply.

3. **NONRESIDENTIAL EXTENSIONS**

(a) **Extension Allowances – Delivery at 44,000 Volts and above**
The Company will grant Customers taking service at 44,000 volts or greater an extension allowance of the meter, current transformers and potential transformers necessary to measure the Customer's usage.

The Customer must pay a Contract Minimum Billing for as long as service is taken.

(b) **Extension Allowances – Delivery at less then 44,000 Volts**

(1) **Less than 1,000 kW**
The Company will grant Nonresidential Applicants requiring less than 1,000 kW an Extension Allowance of $90 per kW of estimated load. The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction.

The Company may require the Customer to pay a Contract Minimum Billing for five years.

(2) **1,000 kW or Greater**
The Company will grant Nonresidential Applicants requiring 1,000 kW or greater an Extension Allowance of $90 per kW of estimated load. The Applicant must advance the costs exceeding the Extension Allowance. Fifty percent of the advance is due when the contract is executed with the remaining balance due upon completion of the Extension.

The Customer must pay a Contract Minimum Billing for as long as service is taken, but in no case less than five years. If service is terminated within the first 10 years, the Customer must pay a termination charge equal to the Extension Allowance less 1/10th of the allowance for each year service was taken.

(3) **Remote Service**
The Company will grant Applicants for Remote Nonresidential Service an Extension Allowance of $90 per kW of estimated load.

(Continued)

3. NONRESIDENTIAL EXTENSIONS (continued)

(3) Remote Service (continued)

The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction. The Applicant must also pay a Contract Minimum Billing for as long as service is taken, but in no case less than five years.

(c) Additional Customers, Advances and Refunds

A Customer that pays for a portion of the construction of an Extension may receive refunds if additional Customers connect to the Extension. The Customer is eligible for refunds during the first five (5) years following construction of an Extension for up to four (4) additional Customers. Each of the next four (4) Customers utilizing any segment of the initial Extension must pay the Company, prior to connection, a proportionate share of the cost of the shared facilities. The Company will refund such payments to the preceding Customer(s).

Proportionate Share = (A + B) x C

Where:

A = [Shared footage of line] x [Average cost per foot of the line]

B = Cost of the other shared distribution equipment, if applicable

C = [New additional connected load]/[Total connected load]

Additional Customers also must share the Facilities Charges of the existing Customers. The Company will allocate the Facilities Charges in the same manner used for allocating the original advance.

(d) Underground Extensions

The Company will construct underground Extensions when requested by the Applicant or if required by local ordinance or conditions. For underground, in addition to the preceding sections, the Applicant must provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires for the Extension. If the Applicant requests, the Company will provide these items at the Applicant's expense.

For conversion of any existing overhead facilities to underground, the terms of Section 6 of this regulation apply.

(e) Other Requirements

When the Extension is to property that is not part of an improved development, the Company may require the Applicant to pay for the line Extension within or along side Applicant's property as part of installing a loop feed or to provide for future development.

(Continued)

3. NONRESIDENTIAL EXTENSIONS (continued)

(f) Street Lighting

The Extension Allowance to street lights taking service under Rate Schedule 11 or 12 is equal to five times the annual revenue from the lights to be added. The Applicant must provide a non-refundable advance for costs exceeding the Extension Allowance prior to the lights being added. Facilities charges and Contract Minimum Billings do not apply to street lighting.

4. EXTENSIONS TO NON-RESIDENTIAL AND RESIDENTIAL PLANNED DEVELOPMENTS

(a) General

Planned developments, including subdivisions and mobile home parks, are areas where groups of buildings or dwellings may be constructed at or about the same time. The Company will install facilities in developments before there are actual Applicants for service under the terms of a written contract.

(b) Allowances and Advances

For nonresidential developments the Developer must pay a non-refundable advance equal to the Company's estimated installed costs to make primary service available to each lot.

For residential developments the Company will provide transformers for the distribution grid within the development. The Developer must pay a non-refundable advance for all other costs to provide secondary to the individual lot lines.

For both nonresidential and residential developments the Company may require the Developer to pay for line Extensions within and alongside their development as part of installing a loop feed or to provide for future development.

(c) Refunds

The Company will make no refunds for facilities installed within a development. However, a Developer may receive refunds on an advance paid for a new Extension to, or backbone through, a development if additional customers connect to the Extension outside the development. The Developer is eligible for these refunds during the first five years following construction of the Extension for up to four additional Customers. The Developer may waive refunds, without diminishing the number of future refunds within the five year time frame, when the additional Customer does not occasion a refund of at least 20% of the original advance. Each additional Customer who owes a refund must, prior to connection, pay the Company under the terms of Advances and Refunds for Non-Residential Customers. The Company will refund such payments to the Developer.

(Continued)

4. EXTENSIONS TO NON-RESIDENTIAL AND RESIDENTIAL PLANNED DEVELOPMENTS (continued)

(d) Underground Extensions (continued)

The Company will construct underground Extensions when requested by the Developer or required by local ordinances or conditions. For underground, in addition to the preceding sections, the Developer must provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires. If the Developer requests, the Company will provide these items at the Developer's expense.

For conversion of any existing overhead facilities to underground, the terms of Section 6 of this regulation apply.

5. EXTENSION EXCEPTIONS

(a) Applicant Built Line Extensions

(1) General

An Applicant may contract with someone other than the Company to build a Line Extension. The following circumstances, however, are not an option for Applicant Built Line Extensions: relocations, conversions from overhead to underground, going from single phase to three-phase, or increasing the capacity of facilities. The Applicant must contract with the Company before starting construction of an Applicant Built Line Extension. When the Applicant has completed construction of the Line Extension and the Company approves it, the Company will connect it to the Company's facilities and assume ownership.

(2) Liability and Insurance

The Applicant assumes all risks for the Construction of an Applicant Built Line Extension. Before starting construction, the Applicant must furnish a certificate naming the Company as an additional insured for a minimum of $1,000,000. The Applicant may cancel the policy after the Company accepts ownership of the Line Extension.

(3) Advance for Design, Specifications, Material Standards and Inspections

The Applicant must advance the Company's estimated costs for design, specifications, material standards and inspections. When the Applicant has completed construction, the Company will determine its actual costs and may adjust that portion of the Applicant's advance. If the actual costs exceed the Applicant's advance, the Applicant must pay the difference before the Company will accept and energize the Line Extension. If the actual costs are less than the Applicant s advance, the Company will refund the difference.

(Continued)

5. EXTENSION EXCEPTIONS (continued)

(a) Applicant Built Line Extensions (continued)

(3) Advance for Design, Specifications, Material Standards and Inspections (continued)
The Company will estimate the frequency of inspections and convey this to the Applicant prior to the signing of the contract. For underground Line Extensions, the Company may require that an inspector be present whenever installation work is done.

(4) Construction Standard
The Applicant must construct the Line Extension in accordance with the Company's design, specifications, and material standards and along the Company's selected route. Otherwise, the Company will not accept or energize the Line Extension.

(5) Transfer of Ownership
Upon approval of the construction, the Company will assume ownership of the Line Extension. The Applicant must provide the Company unencumbered title to the Line Extension.

(6) Rights-of-Way
The Applicant must provide to the Company all required rights-of-way, easements and permits in accordance with paragraph 1.(k).

(7) Contract Minimum Billing
The Company may require the Applicant to pay a Contract Minimum Billing as defined in paragraph 1.(b) in this regulation.

(8) Deficiencies in Construction
If, within 24 months of the time the Company energized the Line Extension, it determines that the Applicant provided deficient material or workmanship, the Applicant must pay the cost to correct the deficiency. At its discretion, the Company may require that the Applicant provide a faithful performance bond before the Applicant begins construction.

(9) Line Extension Value
The Company will calculate the value of a Line Extension using its standard estimating methods. The Company will use the Line Extension Value to calculate Contract Minimum Billings, reimbursements, and refunds.

(Continued)

5. EXTENSION EXCEPTIONS (continued)

(a) Applicant Built Line Extensions (continued)

(10) Line Extension Allowance

After assuming ownership, the Company will calculate the appropriate Extension Allowance. The Company will then reimburse the Applicant for the construction costs covered by the Extension Allowance, less the cost of any Company provided equipment or services, but in no case more than the Line Extension Value.

(b) Duplicate Service Facilities

The Company will furnish Duplicate Service Facilities if the Customer advances the estimated costs for facilities in excess of those which the Company would otherwise provide. The Customer also must pay Facilities Charges for the Duplicate Facilities for as long as service is taken, but in no case less than five years.

(c) Emergency Service

The Company will grant Applicants requesting Emergency Service an Extension Allowance of $90 per kW of estimated load. The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction. The Applicant must also pay a Contract Minimum Billing for as long as service is taken, but in no case less than five years.

(d) Highly Fluctuating Loads

The Company will furnish facilities for Highly Fluctuating Loads as defined in Regulation 2 of this tariff, provided that the Applicant agrees to advance to the Company the estimated installed cost of such facilities over the cost of facilities which the Company, in its sole discretion, would otherwise provide. The Applicant shall also pay a Contract Minimum Billing as long as service is taken but in no case less than five years. The Company reserves the right, should the effect of load fluctuations become in the Company's sole judgment a detriment to service to other Customers, to provide or require the Customer to provide corrective facilities. Where the Company provides such facilities the Customer shall pay the cost of all such facilities plus the associated Contract Minimum Billing.

(e) Temporary Service

(1) For Temporary Service requests requiring only a service loop connection and where there are 120/240 volt facilities of adequate capacity available, the Customer shall pay the connect and disconnect charge specified in Schedule 300.

(2) For all other Temporary Service requests the Customer shall pay

a. the estimated installation cost, plus
b. the estimated removal cost, plus
c. the estimated cost for rearranging any existing facilities, less
d. the estimated salvage value of the facilities required to provide Temporary Service.

(Continued)

5. EXTENSION EXCEPTIONS (continued)

(3) The Customer is also responsible for electric service supplied under the appropriate rate schedule; any advances required for sharing previous Extensions; and, depending on the customer class, Contract Minimum Billings.

(4) If a Customer takes Temporary Service continuously for 60 consecutive months, the Company will classify the Extension as permanent and refund any payment the Customer made over that required of a permanent Customer. The Company will not refund the Facilities Charges.

(f) Line Capacity in Excess of that Required

If the Company desires to construct lines having a larger capacity or more expensive type of construction than is practical under the circumstances or necessary in accordance with sound engineering standards and practices to supply the energy requirements of Customers who obtain service in accordance with this regulation, the cost of construction of that additional line capacity shall be borne completely by the Company and not be considered in determining the Contract Minimum Billing or advances made by Applicants for service.

6. RELOCATION OR REPLACEMENT OF FACILITIES

(a) Relocation of Facilities

If requested by an Applicant or Customer the Company will: relocate distribution facilities on to, or adjacent to, the Customer's premises; and/or, replace existing overhead distribution facilities with comparable underground. Substation facilities and transmission voltage facilities will be relocated at the discretion of the Company.

For overhead to underground relocations, the new underground system must not impair the use of the remaining overhead system. The Applicant or Customer must elect either: to provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires for the Extension; or, to pay the Company to provide these items.

(Continued)

6. RELOCATION OR REPLACEMENT OF FACILITIES (continued)

In addition, the Applicant or Customer must advance the following:

(1) The estimated installed cost of the new facilities plus the estimated removal expense of the existing facilities, less

(2) The estimated salvage value plus accrued depreciation of the facilities to be removed.

This Advance is not refundable. The Company is not responsible for allocating costs and responsibilities among multiple Applicants.

(b) Local Governments

When required by a governmental entity in accordance with Idaho Code 50-2501 to 50-2523, the Company will replace existing overhead with underground distribution facilities provided the entity pays the Company in accordance with paragraph **6.(a)** above, and provided the entity adopts an ordinance creating an underground district requiring:

(1) All existing overhead communication and electric distribution facilities be removed;

(2) Each property owner to make the changes necessary to receive service from the underground facilities as soon as the Company makes them available; and,

(3) Authorizes the Company to discontinue overhead service when it has completed construction of the underground facilities.

7. CONTRACT ADMINISTRATION ALLOWANCE

Customers may waive their right to receive refunds on a Line Extension advance. Customers who waive this right will receive a Contract Administration Allowance specified in Schedule 300. The customer's choice to receive the Contract Administration Allowance must be made at the time the Extension advance is paid.

ELECTRIC SERVICE REGULATION NO. 13

STATE OF IDAHO

Curtailment Plan for Electric Energy

INTRODUCTION:

The Idaho Public Utilities Commission ordered[1] the Company and other suppliers of electric service operating in the State of Idaho to adopt provisions relating to electric service curtailment. This document summarizes the curtailment plan employed by the Company to temporarily interrupt electric service to its customers during emergencies and power shortages. It is intended to provide equitable procedures for the curtailment of power, minimize adverse impacts to essential services, and customers, while maintain overall system reliability.

The curtailment plan is operational 24 hours a day, 365 days a year, to help ensuring that the Company is able to:

- Match customer demand and electrical supply generation;
- Maintain the integrity of the electricity network;
- Deploy available resources to restore electrical supply to normal as soon as is practicable;
- Apply existing processes to keep customers and stakeholders informed of the state and progress of the incident or emergency;
- Utilize communication avenues to appeal to customers to reduce energy consumption;
- Coordinate with appropriate agencies to provide options to lessen the impact to customers;
- Meet applicable operating standards.

Operating Standards

The Company is a member of the Western Electricity Coordinating Council (WECC), one of the eight Regional Entities of the North American Electric Reliability Corporation (NERC). The Company also supports Regional Reliability Coordinators, who monitor voltages, frequencies, and other reliability indices.

WECC develops and implements Regional Reliability Standards and Criteria for the Western Interconnection and is the regional entity responsible for compliance monitoring and enforcement with delegated authority from the North American Electric Reliability Corporation (NERC) and Federal Energy Regulatory Commission (FERC).

(Continued)

[1] Order No. 25259, November 24, 1993.

Operating Standards (continued)

Bulk electric system reliability and operating standards for utilities in the western part of the United States provide for a coordinated effort to effectively manage energy shortage situations and includes shedding firm load in an emergency situation using the Company's Under Frequency and/or Under Voltage Load Shedding programs to arrest declining frequency, assist recovery of frequency following under frequency events and provide last resort system preservation measures to prevent a blackout or voltage collapse.

Emergencies that threaten the integrity of the electric system can develop at any time due to shortage of generation or disturbances on the system, either locally or within the Western Interconnect. The actions necessary to prevent total collapse of the system will be to; restrict customer demand, match generation availability, implement network capacity limitations. The circumstances necessitating a reduction in the demand or consumption of electricity in the short term will require that immediate emergency action is taken and may potentially lead directly to firm load curtailment.

SECTION I. PURPOSE AND OVERVIEW OF THE CURTAILMENT PLAN

This plan identifies the process by which the Company would initiate and implement regional load curtailment. The goal of this plan is to accomplish curtailment while treating customers fairly and equitably, minimizing adverse impacts from curtailment, complying with existing State laws and regulations, and providing for smooth, efficient, and effective curtailment administration.

SECTION II. LOAD CURTAILMENT

The Company will comply with all State and Federal mandates to curtail the electric energy used by its customers to stabilize system voltage and frequency in order to prevent a regional system collapse. Events that may trigger load curtailment, either upon notice from state agencies, the Peak Regional Reliability Coordinator, or at the discretion of the Company, include but not limited to:

- Loss of major generation or transmission equipment due to mechanical or electrical failure.
- Extreme hot or cold temperatures that create a network peak where generation capacity does not meet load center requirements.
- System disturbance within the regional balancing area.

Initiation of Load Curtailment

Load curtailment will be initiated when directed by the North American Electric Reliability Corporation (NERC), the Western Electricity Coordinating Council (WECC) authorities, or by order of the Idaho Public Utility Commission under its authority provided for in *Idaho Code* § 61-534. However, nothing precludes the Company from requesting voluntary load reduction at any time.

(Continued)

SECTION II. LOAD CURTAILMENT (continued)

Automatic, Remote and Manual Actions

Automatic actions occur through the operation of programmed protective equipment installed in the Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, and switches. This equipment is preset to operate under certain prescribed conditions which, in the sole judgment of Company, threaten system performance, integrity, reliability or stability.

Where Supervisory Control and Data Acquisition ("SCADA") equipment is installed, the Company will remotely control switches, circuit breakers, relays, voltage regulators or other equipment. In areas where no SCADA equipment is installed, actions are performed manually by on-site field personnel.

If actions are undertaken, then to the extent permitted by the operating characteristics of the electrical system, the Company will perform such actions so that interruption, curtailment, or fluctuation of service to customers will be accomplished sequentially, unless it is necessary in the sole judgment of the Company, or if required by the Peak Regional Reliability Coordinator to vary said sequence in order to protect system performance, integrity, reliability or stability.

SECTION III. CURTAILMENT STAGES

State curtailment directives apply to all retail loads served within the State of Idaho. The curtailment stages are associated with increasing energy deficits. The circumstances necessitating a reduction in the demand or consumption of electricity in the short term will normally require that immediate emergency action is taken and there may be no warning. Sudden equipment outages or loss of generation could potentially lead directly to any curtailment stage without prior notice or progression of the stages described below.

Stage #	Nature	Estimated Curtailment Percent	Type of Curtailment
Stage 1	Mandatory	5% +/-	Demand Side Management Programs activated Interruptible customer load shed
Stage 2	Voluntary – public appeal to restrict usage	No specified %	Uniform among all customers
Stage 3	Mandatory – peak curtailment block rotation	2.5 to 3.5% +/-	General Use Customers Residential Customers
Stage 4	Mandatory –curtailment block rotation	30% of peak +/-	General Use Customers Residential Customers
Stage 5	Mandatory – Emergency Load Shed Groups	% determinate upon Peak Regional Reliability Coordinator directive	Uniform among all customers

(Continued)

SECTION IV. INITIATION OF LOAD CURTAILMENT

Interruptible Loads
Large interruptible customers with allowable curtailment allotments are available for emergency load curtailment and are the first to be utilized when immediate system stabilization is required.

It should be noted that the amount of available capacity for emergency load curtailment is negotiated in contractual agreements and therefore subject to change per contract renewals and negotiations.

Block Rotation
Selected distribution feeders throughout the service territory have been grouped into blocks of approximately 100 MW in size. These blocks provide for two (2) hour rotational curtailments to be used in scheduled combinations to ensure that the required load shed amount is achieved. Block rotation may be utilized to support system stabilization following a system disturbance, or to maintain system integrity during peak load periods.

During load curtailment the Company would rotate through the blocks until curtailment is no longer necessary. Block rotation is dependent on what day of the week and time of day the curtailment event is enacted. This provides for equitable treatment to affected customers. Blocks are aggregated to match reduction thresholds during events.

Emergency Load Shed Groups
Predetermined localized load shed groups are utilized for situations where load reductions might be necessary for specific high load areas. These areas generally require specialized load curtailment schemes to accommodate transmission path restrictions. These load shed groups contain only SCADA controllable circuits.

Minimization of Impact
The Company will implement rotational curtailment in as fair and equitable a manner as practicable, with the goal of minimizing the impacts on communities. Where known and feasible within operational parameters, distribution feeders serving facilities essential to the public welfare are avoided during rotational curtailment. However, it should be noted that the Company cannot definitively account for all such facilities, nor is it possible to exclude every known facility from the impacts of curtailment.
Such essential facilities include:

- Hospitals
- 911 centers
- Airports and FAA facilities
- Large sewer and water treatment plants
- Major metropolitan downtown core areas
- Facilities critical to electric system operation
- Prisons, police and fire stations including related computer and communication centers
- Radio, TV news, emergency broadcast stations and transmitting facilities
- U.S. Military installations

(Continued)

SECTION V. NOTIFICATIONS AND ACTIONS

Throughout the curtailment period the Company will provide customers and external State and regulatory stakeholders with as much information as possible utilizing established processes and protocols.

The Company's incident management strategy for an energy emergency is consistent with the National Incident Management System and Incident Command System, and provides effective coordination through:

- Procedures that allow system and field operations to focus on critical functional responsibilities;
- Providing pertinent information to internal and external stakeholders, customers, regulators, media outlets, etc.;
- Flexible response to changing circumstances, special customer needs and emergencies.

Stage 1: Interruptible Loads and Demand Side Management
The Company would not normally contact the public or news media when it exercises options under interruptible contract provisions and demand side management programs.

Stage 2: Public Appeal for Conservation
At the Company's discretion, a public appeal for voluntary energy conservation may be issued through media outlets, social media platforms, and automated outbound calling of customers requesting voluntary curtailment of nonessential uses.

Additionally, the Company will initiate curtailment of all nonessential Company use, request curtailment of nonessential use by governmental agencies and institutions at all levels, request voluntary curtailment of nonessential use in all large buildings, and direct specific requests to major use customers for voluntary curtailment of nonessential use.

If additional curtailment is required the Company will intensify its request to the public, including requests to curtail less-essential uses, and notice that if curtailment does not occur, mandatory curtailment may be necessary by utilizing block rotation methods.

Stage 3: Peak Load Curtailment
Prior to any rotating outages, the Company, to the best of its ability will contact key external stakeholders to inform them of the situation. To the extent possible, areas targeted for rotating outages may be disclosed at this time, together with some estimate of how long the outages will be necessary. The magnitude of the event will dictate the administrative level to which external notifications will be made.

(Continued)

SECTION V. NOTIFICATIONS AND ACTIONS (continued)

Key external stakeholders include, but are not limited to:

- Governor's office
- Utility Commissions
- State energy/emergency response officials
- Legislative leadership
- Key customer accounts

Stage 4: Block Load Curtailment

In addition to the actions above, to the extent possible, customers in the areas targeted for rotating outages will be notified as soon as practicable and provided with an estimate of the time their block will be curtailed and the expected duration.

Stage 5: Emergency Load Shed Groups

Generally, no advance notice of an event necessitating emergency load shed is available. Therefore, it is to be expected that all internal and external notifications will occur as soon as information is known.

E. Penalties for Non-compliance.

1. Nature of Penalties. The State will take whatever measures are available and appropriate at the time mandatory curtailment is instituted to ensure that the Company's customers comply with the mandates of the Plan. Measures may include financial penalties or disconnection of service.

   During any continuous period of curtailment, assessed penalties remain "on the record" for the purposes of administration of subsequent penalties, even if there has been an intervening period of "compliance."

   Standard disconnect criteria and procedures will be used whenever disconnecting customers in accordance with this Plan. Health, safety, and welfare considerations will be taken into account, and customers will be billed for normal disconnect and reconnect charges (see Schedule No. 300).

2. Calculation of Financial Penalties. Financial penalties will be calculated by multiplying the customer's Excess Power Consumption each billing period by the appropriate penalty.

   a. Threshold Consumption Level. The Threshold Consumption level assigned to each customer class is identified in the table below. These values may be changed by the State.

Type of Customer	Threshold Consumption Level
Residential customer	10% above Curtailment Target
General Use customer	10% above Curtailment Target
Major Use customer	2% above Curtailment Target

(Continued)

b. Excess Power Consumption Calculation. Penalties will not be assessed if a customer's load (either actual load or weather-normalized load) is equal to, or less than, the Threshold Consumption Level. Excess Power Consumption is the lower of the following two values for each sampled load subject to penalty: (a) (Actual Load) minus (Curtailment Target) or (b) (Weather-Normalized Load) minus (Curtailment Target).

c. Assessment of Penalties.

(1) Penalties vs. Warnings. Customers will be assessed penalties only if they have Excess Power Consumption and if they are to be penalized based on the penalty assessment procedures described below. Any sampled customer who is not penalized and whose use exceeds the Curtailment Target will receive a warning.

(2) Penalty Assessment Procedures. The Company will sample at the mandated minimum percentages for each section as specified in this plan [1%-5%-100%] (or as otherwise specified by the State) and assess penalties on all customers with Excess Power Consumption.

At the Company's option, samples may employ higher percentages of customers than the minimums specified above. The Company may choose among the following penalty assessment options:

(a) Assess penalties on all sampled customers with Excess Power Consumption; (this methodology must be used for Major Use Customers even if the Company chooses option (b), below, for its other customer sectors); or

(Continued)

c. Assessment of Penalties. (continued)

(b) Develop a ratio of the minimum percentage sample size to the actual percentage sampled for the residential and/or General Use customer sectors. Multiply the resulting percentages by the total number of violators in each respective customer sector to determine the minimum number of penalties that must be assessed in each sector. Calculate the percentage violation for each individual customer that has been sampled (Excess Power Consumption divided by Curtailment Target) and apply penalties to the "worst offenders" in the overall sample based on their percentage "Excess Power Consumption." Also penalize all customers who were penalized in the previous billing period and who still have the Excess Power Consumption.

(3) Treatment of DSIs. Penalties applicable to BPA's direct-service industrial customers may be assessed by the State based on billing data provided by BPA. Such penalties and all information requirements associated with service obtained from BPA will be administered by BPA.

d. Billing Customers for Penalties. The Company may describe the penalty on the power bill as "State-mandated" and shall include any State-provided material describing the penalty aspect of the plan as a bill stuffer in the bills of penalized customers. The Company shall note on the bill that failure to pay penalties will result in service disconnection.

e. Treatment of Penalties Pending Adjustment/Exemption Determinations. Customers who have applied for adjustments of Base Billing Period data and/or exemption from mandatory curtailment may request a stay of enforcement of the penalty aspect of the Plan pending a final decision regarding its request. Any customer who has been granted such a stay shall be subject to retroactive penalties as applicable if the request is ultimately denied.

f. Use of Funds Collected Under the Penalty Provisions of the Plan. Funds collected under State-ordered penalty provision of this Plan shall be set aside in a separate account. The ultimate disposition of these funds will be determined by the State.

(Continued)

F. Exemptions and Adjustments

1. Customer Application for Exemption/Adjustment. The Company will inform customers of how to apply for exemption from Plan requirements or adjustments of Base Billing Period data. At its option, the Company may elect to process exemptions and adjustments only for audited customers. Customers seeking an exemption or adjustment shall apply first to the Company. If dissatisfied with the Company's disposition of an application, the customer may apply to the State for exemption or adjustment.

   At its option, the Company may provide for a credit against curtailment for a customer who has accomplished a reduction in demand for service by installing an alternative energy device, weatherization, or other conservation measures since the base period. If savings from these installed measures exceed current curtailment requirements, the Company may credit the excess against future curtailments.

2. Granting Customer Requests for Exemption from Mandatory Curtailment. No automatic customer exemptions will be granted under mandatory State-initiated load curtailment. The Company will inform exempted customers that exemptions may not protect them from Stage 5 black-outs.

   a. Critical Load Customers. Critical Load Customers must demonstrate to the Company that they have eliminated all non-essential energy use and are using any reliable, cost-effective back-up energy resources before the Company will exempt them.

   b. Other Customers. Exemptions for customers not qualifying as Critical Load Customers under this Plan will be evaluated based on whether curtailment would result in unreasonable exposure to health or safety hazards, seriously impair the welfare of the affected customer, cause extreme economic hardship relative to the amount of energy saved, or produce counterproductive results.

3. Utility Record-Keeping Relative to Customer Exemptions. Records regarding exemption determinations will be made available to the State upon request.

(Continued)

G. Measurement of the Amount of Curtailment Achieved and Determination of Compliance.

At all times during State-initiated regional load curtailment, the State and the Utility Coordinator will be provided with consumption and savings data on a monthly basis in the form specified in Appendix D of the Regional Plan. To the extent that circumstances at the time of actual load curtailment dictate the need for additional data or more frequent data submittal, a best effort to comply with the State request will be made.

H. Special Arrangements

1. Use of Customer-Owned Generation Facilities. Consistent with the need for safety and system protection, customers having their own generation facilities or access to electricity from non-utility power sources may use energy from those other sources to supplement their curtailed power purchases from the Company.

2. Curtailment Scheduling. During periods of mandatory curtailment, a customer must provide the required amount of curtailment within each billing period. Within that period, and subject to equipment limitations and rules on load fluctuations, customers are free to schedule curtailment so as to minimize the economic cost, hardship, or inconvenience they experience as a result of the mandatory curtailment requirement.

SECTION V. APPENDICES AND RELATED CURTAILMENT INFORMATION:

The Regional Curtailment Plan for Electric Energy contains additional information, and is available for review in each of the Company's local offices.

ELECTRIC SERVICE REGULATION NO. 25

STATE OF IDAHO

GENERAL RULES AND REGULATIONS
CUSTOMER GUARANTEES

This Rule provides general terms and conditions for the Company's Customer Guarantees which are applicable to all active metered Schedule 1, 6A, 10, 23, 23A and 36 Customers or Applicants utilizing the services of the Company.

1. CUSTOMER GUARANTEE CREDIT:

For failure to meet a Customer Guarantee for Customer Guarantees 1 and 7, Customers must make a claim for compensation. Valid compensation claims for Customer Guarantees 1 and 7 submitted within 30 days of the date of an outage will be credited to the Customer's account. If the Company fails to meet a Customer Guarantee for Customer Guarantees 2 through 6, the credit will automatically be applied to the Customer's account. Where a Customer Guarantee applies to an Applicant, the Company will mail the guarantee payment to the Applicant. See Schedule 300 for a description of the Customer Guarantee credits.

2 DESCRIPTION OF CUSTOMER GUARANTEES:

(a) Customer Guarantee 1: Restoring Supply After An Outage

In the event of an outage, the Company will restore a Customer's electric supply within 24 hours of being notified except where:

(1) The Customer agreed to remain without supply;
(2) The Company offered the Customer a generator as an alternative means of supply;
(3) There were problems or safety-related issues with the Customer's internal equipment; or
(4) Specialized equipment was required to restore the supply. *

*Also see General Exceptions.

(Continued)

2 DESCRIPTION OF CUSTOMER GUARANTEES: (continued)

To receive a credit, a Customer must make a claim for compensation within 30 calendar days of the date of the outage.

(b) Customer Guarantee 2: Appointments

The Company will provide the Customer or Applicant with a mutually agreed upon two-hour window for appointments regarding the Customer or Applicant's electric supply and will arrive within this timeframe except where:

(1) The Customer or Applicant canceled the appointment;
(2) The Customer or Applicant failed to keep the appointment; or
(3) The Company rescheduled the appointment with at least 24 hours of notice. *

*Also see General Exceptions.

(c) Customer Guarantee 3: Switching On Power

The Company will switch on power for an Applicant or Customer within 24 hours of the request provided no construction is required, all government inspections are met and communicated to the Company, and required payments or payment arrangements are made except where:

(1) Service has been disconnected for nonpayment, subterfuge or theft/diversion of service;
(2) The Customer or Applicant canceled the request; or
(3) The Customer Applicant's own equipment is the cause for the Customer not having power. *

*Also see General Exceptions.

(d) Customer Guarantee 4: Estimates For New Supply

An estimate for new supply will be provided to the Applicant or Customer within 15 working days after the initial meeting and all necessary information is provided and any required payment is made.

*Also see General Exceptions.

(Continued)

2 **DESCRIPTION OF CUSTOMER GUARANTEES:** (continued)

(e) Customer Guarantee 5: Responding To Bill Inquiries

The Company will respond to most billing inquiries at the time of the initial contact from the Customer. For those inquiries that require further investigation, the Company will investigate and respond to the Customer as soon as possible or at least within 10 working days.

(f) Customer Guarantee 6: Resolving Meter Problems

The Company will investigate and respond to reported problems with a Customer's meter, or conduct a meter test and report the results to the Customer, within 10 working days. If more than one requested test is made in twelve months, the Customer will pay in advance a charge as specified in Schedule 300.

(g) Customer Guarantee 7: Notifying Of Planned Interruptions

The Company will provide the Customer with at least two calendar days notice prior to turning off power for planned interruptions except where:

(1) The Customer agreed to less than two calendar days notice;
(2) The interruption was due to work on meters or a meter test;
(3) The interruption was a momentary interruption of less than 5 minutes;
(4) Permanent repairs were carried out within three working days of completing temporary repairs following an unplanned interruption;
(5) The Customer was notified of a planned interruption which did not occur; or
(6) The safety of the public, Company personnel or imminent failure of Company equipment is a factor leading to an immediate interruption to carry out repair work.*

*Also see General Exceptions

To receive a credit, a Customer must make a claim for compensation within 30 calendar days of the date of the planned interruption.

(Continued)

3. GENERAL EXCEPTIONS:

Payment for the failure to meet a Customer Guarantee shall not be made if any of the following general exceptions occur:

(1) The Customer or Applicant canceled the request and/or did not keep the appointment. This will include the Customer or Applicant notifying the Company they did not want the Company to start action, or take any further action.

(2) The Customer or Applicant agreed that the action taken by the Company met the requirements of the guarantee.

(3) The Customer or Applicant did not provide necessary information or supplied incorrect information.

(4) Inability to access Company, Customer or Applicant's facilities beyond the control of the Company.

(5) An action or default by someone other than a Company employee that is outside of the Company's control, for example, road closures.

(6) Major events, such as storms, as currently defined by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) Guide for Electric Power Distribution Reliability Indices, Standard 1366 ™ – 2003.

(7) Instances where resources required to meet the guarantees were re-deployed to restore supplies during a major event in another operating area or utility.

(8) Safety-related issues which preclude the Company from meeting the guarantees.

(9) Causes related to force majeure, which include but are not limited to: injunction or other decree or order of any court or governmental agency having jurisdiction, strikes or other labor disputes such as lockouts, slowdowns or work stoppages, sabotage, riot insurrection, acts of the public enemy, fire, flood, explosion, extraordinary action of the elements, earthquake or other acts of God, or accidental destruction of or damage to facilities.