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August 2, 2005

Via Electronic Filing and U.S. Mail

Oregon Public Utility Commission
Attention: Filing Center
P. O. Box 2148
Salem, OR 97308-2148

RE: UE 167 Compliance Filing
Advice No. 05-07

Attention Filing Center:

Enclosed for filing in compliance with Order No. 05-871 are Idaho Power Company's original tariff sheets for P.U.C. ORE. No. E-26. The requested effective date for Tariff No. E-26 is August 8, 2005.

If you have any questions, please feel free to contact me.

Sincerely,

Maggie Brilz

MB:mb
Enclosure

c: Ric Gale
Bart Kline
P&RS/Legal Files

OREGON PUBLIC UTILITY COMMISSION

TARIFF NO. E-26

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

GENERAL RULES AND REGULATIONS INDEX

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RULE A
INTRODUCTION

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

RULE B
DEFINITIONS

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

Billing Period is the period intervening between meter readings and shall be approximately 30 days. However, Electric Service covering 27-33 days inclusive will be considered a normal Billing Period.

Commission refers to the Oregon Public Utility Commission.

Company refers to Idaho Power Company.

Customer is the individual, partnership, association, organization, public or private corporation, government or governmental agency receiving or contracting for Electric Service. Customer status may be retained when a Customer voluntarily disconnects and subsequently requests service from the Company within 20 days as provided by OAR 860-021-0008.

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

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

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

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

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

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

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

RULE B
DEFINITIONS (Continued)

Service Level is defined as follows:

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

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

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

RULE C
SERVICE AND LIMITATIONS

1. Rates and Tariff. Service supplied by the Company will be in accordance with the Tariff on file with the state regulatory authority having jurisdiction, and as in effect at the time service is supplied. All service rates and agreements are subject to the continuing jurisdiction and regulation of such authority, as provided by law. Those matters relating to customer service not expressly addressed in the Rules, Regulations, and Rates of this Tariff shall conform to the requirements of Oregon Administrative Rules, Chapter 860, Division 21.

When any municipal corporation or other local taxing agency imposes on the Company any franchise, occupation, sales, license, excise, business, operating, privilege, or use of street tax or exaction, the amount thereof which exceeds 3 1/2 percent of the gross revenue (pursuant to OAR 860-22-0040) derived from Electric Service furnished Customers within the levying municipality or taxing district will be billed pro rata to such Customers in accordance with Schedule 95. When Customers are billed as herein provided, the amount will be separately stated on, and added to, the regular billing.

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

3. Service Application. The Company will normally accept an application for service from the Customer by telephone or by other oral communication. The Company may however, at its discretion, require the Customer to sign an application requesting service. As provided in OAR 860-021-0055, applications for temporary, seasonal, or short-term service for periods of not less than one month are accepted when the Company has available capacity for the service required and the Customer pays the Company in advance the estimated net cost of installing and removing the facilities required to supply service.

4. Service Agreement. Service to all loads equal to or in excess of 1,000 kW Demand at a single Point of Delivery are subject to preapproval by the Company through a written and signed Uniform Service Agreement between the Customer and the Company. The Company cannot guarantee the availability of power equal to or in excess of 1,000 kW to Customers who have not entered into a written Uniform Service Agreement.

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

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

RULE C
SERVICE AND LIMITATIONS
(Continued)

Point of Delivery Service Requirements (Continued)

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

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

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

7. Limitation of Use. A Customer will not resell electricity received from the Company to any person except where the Customer is owner, lessee, or operator of an apartment house, mobile home court, or other multi-family dwelling where the use has been sub-metered prior to January 1, 1974, and the use is billed to residential tenants at the same rates that the Company would charge for service, unless the Commission authorizes alternative procedures.

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

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

Idaho Power Company
Uniform Service Agreement

Account No. _____

THIS AGREEMENT Made this _____ day of _____, 20____ between _____, whose billing address is _____ hereinafter, called Customer and IDAHO POWER COMPANY, a corporation with its principal office located at 1221 West Idaho Street, Boise, Idaho, hereinafter called Company.

NOW THEREFORE, The parties agree:

1. Idaho Power agrees to supply _____ volt, three phase Electric Service up to the amount of _____ kilowatts per months pursuant to the Company's Tariff as approved or subsequently amended by the Oregon Public Utility Commission for the Customer's _____ facilities located at or near _____, County of _____, State of Oregon.

2. The availability of power in excess of the amount stated in Paragraph 1 above is not guaranteed and its taking by the Customer may result in a complete or partial curtailment of service to the Customer. The Company has the right to install, at the Customer's expense, any device necessary to protect the Company's system from damage that may be caused by the taking of power in excess of that stated in Paragraph 1. The Customer shall be responsible for any damages to the Customer's system or damages to third parties resulting from the Customer's taking of power in excess of that stated in Paragraph 1.

3. The term of this Agreement shall be the period during which the Customer is continuously receiving service from the Company under a standard Tariff Schedule or until 30 days following written notification from the Customer to the Company of the Customer's intent to terminate the Agreement or until 60 days following written notification from the Company to the Customer that one of the following conditions exists:

- a. The Customer's greatest monthly metered Demand during the most current twelve consecutive Billing Periods is less than 80 percent of the kilowatts stated in Paragraph 1, or
- b. The Customer's metered Demand during each of the most current twelve consecutive Billing Periods has not equaled or exceeded 1,000 kW, or
- c. The Customer's metered Demand during any Billing Period exceeds the kilowatts stated in Paragraph 1.

4. Customers whose load requirements are changing or whose Uniform Service Agreement with the Company has been terminated due to any condition, may request the Company enter into a new Uniform Service Agreement with the Customers.

5. This Agreement and the rates, terms, and conditions of service set forth or incorporated herein, and the respective rights and obligations of the parties here under, shall be subject to valid laws and to the regulatory authority and orders, rules, and regulations of the Oregon Public Utility Commission and such other administrative bodies having jurisdiction. Nothing herein shall be construed as limiting the Oregon Public Utility Commission from changing any terms, rates, charges, classification of service, or any rules, regulations or conditions relating to service under this Agreement, or construed as affecting the right of the Company or the Customer to unilaterally make application to the Commission for any such change.

Idaho Power Company
Uniform Service Agreement
(Continued)

6. In any action at law or equity commenced under this Agreement and upon which judgment is rendered the prevailing party, as part of such judgment, shall be entitled to recover all costs, including reasonable attorneys fees, incurred on account of such action.

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

Date _____, 20_____.

(Appropriate Signatures)

RULE D
METERING

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

a. Instrument Transformer Metering. If the Customer specifically requests instrument transformer metering which is not required by the Company, the cost of such metering equipment and its installation will be paid to the Company by the Customer in accordance with the charges specified in Schedule 66.

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

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

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

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

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

RULE D
METERING
(Continued)

Measurement of Energy (Continued)

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

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

4. Meter Tests. The Company will test and inspect its meters from time to time and maintain their accuracy of registration in accordance with generally accepted practices and with OAR 860-023-0015. The Company will, without charge, test the accuracy of registration of a meter upon request of a Customer, provided that the Customer does not request such a test more frequently than once in a 12-month period. If more than one requested test is performed within a 12-month period, the Customer will be required to pay in advance the estimated cost of a special meter test as specified in Schedule 66. The Company will refund the amount paid by the Customer for the test if the results of the test show the average registration error of the meter exceeds ± 2 percent.

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

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

RULE E

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RULE F
SERVICE CONNECTION AND
DISCONTINUANCE

1. Service Connection. Where service at the specified Point of Delivery is currently disconnected from the Company's system, a Service Connection Charge as specified in Schedule 66 will be assessed at the time service is connected. The Service Connection Charge applies to all service connections for both metered and unmetered service and will be billed with the first regular bill.

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

a. When a Customer requests service be discontinued, service will not be disconnected if another party has agreed to accept responsibility for service at the Point of Delivery.

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

4. Field Visit. The Company may assess the Customer the Field Visit Charge shown on Schedule 66 whenever the Company visits a residential service address intending to reconnect or disconnect service, but due to the Customer's action, the Company is unable to complete the reconnection or disconnection at the time of the visit. If a payment is collected at the service address, the Company employee accepting payment will not dispense change for payment tendered in excess of the amount due or owing. Any excess payment shall be credited to the Customer's account.

5. Unauthorized Reconnection. Where damage to the Company's facilities has occurred due to tampering or where reconnection of service has been made by other than the Company, an Unauthorized Reconnection Charge may be collected as specified in Schedule 66. This charge is not a waiver by the Company of the rights to recover losses due to tampering. In addition to the above-mentioned charge, the customer receiving service shall be liable for any damage to Company property.

RULE G
BILLINGS

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

2. Corrected Billings. Whenever it is determined that a Customer was billed under an inappropriate schedule, the Customer will be rebilled under the appropriate schedule, except if the Company selected the schedule on the basis of available information and acted in good faith, the Company will not be required to rebill or adjust billings. The rebilling period will be no more than the 3-year period as provided by OAR 860-021-0135.

If the average error for any meter test exceeds ± 2 percent, corrected billings will be prepared. The corrected billings will not exceed 6 months if the time when the malfunction or error began is unknown. If the time when the malfunction or error began is known, the corrected billings will be from that time, but will not exceed the 3 year period as provided by OAR 860-021-0135. The Company shall provide written notice to the Customer detailing the circumstances, time period, and adjustment amount of an over or underbilling. If an underbilling occurs, the Company will offer and enter into reasonable payment arrangements with the Customer. The Customer shall be notified in writing of the opportunity for time payments and of the Commission's dispute resolution process. For any overbillings, the Customer will have the choice of a refund or a credit on future bills.

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

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

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

RULE H
NEW SERVICE ATTACHMENTS AND
DISTRIBUTION LINE INSTALLATIONS
OR ALTERATIONS

This rule applies to requests for electric service under Schedules 1, 7, 9, 19, and 24, that require the installation, alteration, relocation, removal, or attachment of Company-owned distribution facilities. New construction beyond the Point of Delivery for Schedule 9 or Schedule 19 is subject to the provisions for facilities charges under those schedules. This rule does not apply to transmission or substation facilities, or to requests for electric service that are of a speculative nature.

1. Definitions

Additional Applicant is a person or entity whose Application requires the Company to provide new or relocated service from an existing section of distribution facilities with a Vested Interest.

Applicant is a person or entity whose Application requires the Company to provide new or relocated service from distribution facilities that are free and clear of any Vested Interest.

Application is a request by an Applicant or Additional Applicant for new electric service from the Company. The Company, at its discretion, may require the Applicant or Additional Applicant to sign a written application.

Company Betterment is that portion of the Work Order Cost of a Line Installation, alteration, and/or Relocation that provides a benefit to the Company not required by the Applicant or Additional Applicant. Increases in conductor size and work necessitated by the increase in conductor size are considered a Company Betterment if the Connected Load added by the Applicant or Additional Applicant is less than 100 kilowatts. If, however, in the Company's discretion, it is determined that the additional Connected Load added by the Applicant or Additional Applicant, even though less than 100 kilowatts, is (1) located in a remote location, or (2) a part of a development or project which will add a load greater than 100 kilowatts, the Company will not consider the work necessitated by the load increase to be a Company Betterment.

Connected Load is the total nameplate kW rating of the electric loads connected for commercial, industrial, or irrigation service. Connected Load for residences is considered to be 25 kW for residences with electric space heat and 15 kW for all other residences.

Fire Protection Facilities are water pumps and other fire protection equipment, served separately from the Applicant's other electric load, which operate only for short periods of time in emergency situations and/or from time to time for testing purposes.

Line Installation is any installation of new distribution facilities (excluding Relocations or alteration of existing distribution facilities) owned by the Company.

Line Installation Allowance is the portion of the estimated cost of a Line Installation funded by the Company.

Line Installation Charge is the partially refundable charge assessed an Applicant or Additional Applicant to be paid to the Company prior to the construction of the Line Installation, in accordance with Section II.I. "Terms of Payment".

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

1. Definitions (Continued)

Multiple Occupancy Projects are projects that are intended to be occupied by more than four owners or tenants. Examples include, but are not limited to, condominiums and apartments.

Relocation is a change in the location of existing distribution facilities.

Residence is a structure built primarily for permanent domestic dwelling. Dwellings where tenancy is typically less than 30 days in length, such as hotels, motels, camps, lodges, clubs, and structures built for storage or parking do not qualify as a Residence.

Subdivision is the division of a lot, tract, or parcel of land into two or more parts for the purpose of transferring ownership or for the construction of improvements thereon, that is lawfully recognized and approved by the appropriate governmental authorities.

Temporary Line Installation is a Line Installation for electric service of 18 calendar months or less in duration.

Temporary Service Attachment is a service attachment to a Customer provided temporary pole which typically furnishes electric service for construction.

Terminal Facilities include transformer, meter, service cable, and underground conduit (where applicable).

Underground Service Attachment Charge is the non-refundable charge assessed an Applicant or Additional Applicant whenever new single phase underground service is required by a Schedule 1 or Schedule 7 customer attaching to the Company's distribution system.

Unusual Conditions are construction conditions not normally encountered. These conditions may include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging, boring, nonstandard facilities or construction practices, and other than available voltage requirements.

Vested Interest is the right to a refund that an Applicant or Additional Applicant holds in a specific section of distribution facilities when Additional Applicants attach to that section of distribution facilities.

Vested Interest Charge is an amount collected from an Additional Applicant for refund to a Vested Interest Holder.

Vested Interest Holder is a person or an entity that has paid a refundable Line Installation Charge to the Company for a Line Installation under either the provisions of the existing Rule H or the provisions of a previous Rule H whichever is applicable as per the Existing Agreements provisions of this rule.

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

1. Definitions (Continued)

Vested Interest Refund is a refund payment to an existing Vested Interest Holder resulting from a Vested Interest Charge to an Additional Applicant.

Vested Interest Portion is that part of the Company's distribution system in which a Vested Interest is held.

Work Order Cost is a cost estimate performed by the Company for a specific request for service by an Applicant or Additional Applicant. The Applicant or Additional Applicant shall be responsible for the costs associated with the overhead construction, including, but not limited to, poles, conductors, transformers, meters, and any required permits, less applicable Line Installation Allowances. The Applicant or Additional Applicant shall be responsible for the costs associated with the underground construction, including, but not limited to, conduit, trenching, boring, excavating, backfilling, ducts, raceways, road crossings, paving, vaults, transformers, transformer pads, conductors, meters, and any required permits, less applicable Line Installation Allowances. The Work Order Cost will include general overheads limited to 1.5 percent. General overheads in excess of 1.5% will be funded by the Company.

2. General Provisions

a. Cost Information - The Company will provide cost information as reflected in the charges contained in this rule, to potential Applicants and/or Additional Applicants. This preliminary information will not be considered a formal cost quote and will not be binding on the Company or Applicant but rather will assist the Applicant or Additional Applicant in the decision to request a formal cost quote. Upon receiving a request for a formal cost quote, the Applicant or Additional Applicant will be required to prepay non-refundable engineering costs to the Company.

b. Ownership - The Company will own all distribution Line Installations and retain all rights to them.

c. Rights-of-Way - The Company will construct, own, operate, and maintain lines only along public streets, roads, and highways that the Company has the legal right to occupy, and on public lands and private property across which rights-of-way satisfactory to the Company may be obtained at the Applicant's or Additional Applicant's expense.

d. Removals - The Company reserves the right to remove any distribution facilities that have not been used for one year. Facilities shall be removed only after providing 60 days written notice to the last Customer of record and the owner of the property served, giving them a reasonable opportunity to respond.

e. Property Specifications - Applicants or Additional Applicants must provide the Company with final property specifications as required and approved by the appropriate governmental authorities. These specifications may include but are not limited to: recorded plat maps, utility easements, final construction grades, and property pins.

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

2. General Provisions (Continued)

f. Undeveloped Subdivisions - When electric service is not provided to the individual spaces or lots within a Subdivision, the Subdivision will be classified as undeveloped.

g. Mobile Home Courts - Owners of mobile home courts will install, own, operate, and maintain all termination poles, pedestals, meter loops, and conductors from the Point of Delivery.

h. Conditions for Start of Construction - Construction of the Line Installations and/or Relocations will not be scheduled until the Applicant or Additional Applicant pays the appropriate charges to the Company. Appropriate charges include, but are not limited to, engineering fees, work order costs, right-of-way or permit charges, and vested interest payments.

i. Terms of Payment - All payments listed under this section will be paid to the Company in cash 30 days prior to the start of Company construction, unless mutually agreed otherwise.

j. Interest on Payment - If the Company does not start construction on a Line Extension and/or Relocation within 30 days after receipt of the construction payment, the Company will compute interest on the payment amount beginning on the 31st day and ending once Company construction actually begins. Interest will be computed at the rate applicable under the Company's Rule F. If this computation results in a value of \$10.00 or more, the Company will pay such interest to the Applicant, Additional Applicant, or subdivider. Construction payment includes, but is not limited to, payment for work order costs, right-of-way or permit charges, and vested interest payments.

k. Fire Protection Facilities - The Company will provide service to Fire Protection Facilities when the Applicant pays the full costs of the Line Installation including Terminal Facilities, less Company Betterment. These costs are not subject to a Line Installation Allowance, but are eligible for Vested Interest Refunds under Section 6.a.

l. Customer Provided Trench Digging and Backfill - The Company will at its discretion allow an Applicant, Additional Applicant or subdivider to provide trench digging and backfill. The Customer will sign a Memorandum of Agreement, detailing the work to be performed by the Customer and the specifications that must be met prior to the start of construction. The Applicant shall be responsible for the current and reasonable future costs associated with the Line Installation's conduit system, which may include, but is not limited to, the costs of trenching, boring, excavating, backfilling, ducts, raceways, road crossings, paving, vaults, transformer pads, and any required permits. The Company shall own and maintain the conduit system once Company conductors have been installed. In a joint trench, backfill must be provided by the Company. Costs of Customer provided trench and backfill will be removed or not included in the Work Order Costs and will not be subject to refund.

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

3. Line Installation Allowances

The Company will contribute an allowance for the Terminal Facilities necessary for service attachments and/or Line Installations. A Line Installation Allowance will be applied to the Line Installation costs for a Subdivision as outlined in Section 4.a.i. Subdividers may recoup their payments only through the refunding provisions under Section 6 of this rule.

	Maximum Allowance
<u>Schedule 1</u>	
Residence	Overhead Terminal Facilities + \$1000
Non-Residence	Cost of Meter Only
Multiple Occupancy Projects	
Single Phase	Overhead Terminal Facilities
Three Phase	80% of Terminal Facilities
<u>Schedule 7</u>	
Single Phase	Overhead Terminal Facilities
Three Phase	80% of Terminal Facilities
<u>Schedule 9</u>	
Single Phase	\$1726
Three Phase	80% of Terminal Facilities
<u>Schedule 24</u>	
Single Phase	\$1726
Three Phase	Overhead Terminal Facilities
<u>Schedule 19</u>	
Secondary Service	No Allowances
Primary Service	No Allowances
Transmission Service	No Allowances

4. Charges for Line Installations and Additional Charges for Underground Service Attachments

An Applicant or Additional Applicant will pay the Company for construction of Line Installations and/or underground service attachments, less Line Installation Allowances, based upon the charges listed in this section.

a. Line Installation Charge

If a Line Installation is required, the Applicant or Additional Applicant will pay a partially refundable Line Installation Charge equal to the Work Order Cost less applicable Line Installation Allowances. The Line Installation Charge will be paid to the Company in cash 30 days prior to the start of Company construction, unless mutually agreed otherwise.

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

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

Inside a Residential Subdivision, the Line Installation Charges are calculated using the Work Order Cost less Terminal Facilities. If a developer is installing the final primary or secondary line to serve the Customer, the developer is entitled to the Terminal Facilities allowance and an \$800 lot refund when a permanent residential connection is made on the lot. If the lot purchaser is making the final primary or secondary line installation, the lot purchaser is entitled to the Terminal Facilities allowance, if needed, and up to \$800 applied to the Line Installation costs. The developer will not receive the \$800 lot refund to the extent an allowance has been given to a lot purchaser. The maximum refund will be the total per lot refund amount as specified in Section 6.b., but not more than the Work Order Cost less Terminal Facilities. Costs of new facilities outside Subdivisions are subject to Vested Interest Refunds. Costs of new Line Installations inside Subdivisions are not subject to Vested Interest Refunds.

Inside a non-Residential Subdivision, the subdivider is required to pay for the installation of the backbone with no allowances. The applicable Terminal Facilities allowance is provided to the Customer requesting service to the lot. The applicable Terminal Facilities allowances are as follows:

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

b. Underground Service Attachment Charge

Each Applicant or Additional Applicant will pay a non-refundable Underground Service Attachment Charge for attaching new Terminal Facilities to the Company's distribution system. The Company will determine the location and maximum length of service cable.

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

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

b. Underground Service Attachment Charge (Continued)

Schedule 1 and Schedule 7, Single Phase

Underground Service Cable

(Base charge plus distance charge)

Base Charge

from underground\$ 30.00

from overhead including riser\$255.00

Distance Charge (per foot)

Company Installed Facilities\$ 5.05

Customer Provided Trench & Conduit\$ 1.05

(Schedule 1 only, Single Family and Duplex)

c. Vested Interest Charge

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

Original Investment - Work Order Cost less the Allowance for Terminal Facilities.

Vested Interest Holder's Contribution - Customer Payment plus Line Installation

Allowances other than Terminal Facilities.

Vested Interest - Amount potentially subject to refund.

Load Ratio - Additional Applicant load divided by the sum of Additional Applicant's load and Vested Interest Holder's load.

Distance Ratio - Additional Applicant distance divided by original distance.

i. The initial Applicant will pay the original investment cost less any allowances. An Additional Applicant connecting to a Vested Interest Portion will have two options:

Option One - An Additional Applicant may choose to pay the current Vested Interest Holder's Vested Interest, in which case the Additional Applicant will become the Vested Interest Holder and, as such, will become eligible to receive Vested Interest Refunds up to that new Vested Interest Holder's contribution less 20 percent of the original investment.

Option Two - An Additional Applicant may choose to pay an amount determined by this equation:

Vested Interest Payment = Load Ratio x Distance Ratio x Vested Interest Holder's unrefunded contribution.

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

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

c. Vested Interest Charge (Continued)

If Option Two is selected, the Additional Applicant has NO Vested Interest and the previous Vested Interest Holder remains the Vested Interest Holder. The Vested Interest Holder's Vested Interest will be reduced by the newest Additional Applicant's payment.

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

iii. If an Additional Applicant connects to a Vested Interest Portion which was established under a prior rule or schedule, the Vested Interest Charges of the previous rule or schedule apply to the Additional Applicant.

5. Other Charges

All charges in this section are non-refundable.

a. Relocation and Removal Charges - If an Applicant or Additional Applicant requests a Relocation or removal of Company facilities, the Applicant or Additional applicant will pay a non-refundable charge equal to the Work Order Cost.

b. Engineering Charge - Applicants or Additional Applicants will be required to prepay all engineering costs for Line Installations, and/or Relocations. Engineering charges will be calculated at \$44.00 per hour.

c. Right-of-Way Charge - Applicants or Additional Applicants will be responsible for any costs associated with the acquisition of right-of-way.

d. Temporary Line Installation Charge - Applicants or Additional Applicants will pay the installation and removal costs of providing Temporary Line Installations.

e. Temporary Service Attachment Charge - Applicants or Additional Applicants will pay for Temporary Service Attachments as follows:

i. Underground - \$140

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

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

5. Other Charges (Continued)

e. Temporary Service Attachment Charge (Continued)

ii. Overhead - \$120

The Customer provided pole shall be set in a location that does not require more than 100 feet of #2 aluminum service conductor that can be readily attached to the permanent location by merely relocating it.

The electrical facilities provided by the Customer on the pole shall be properly grounded, electrically safe, and ready for connection to Company facilities.

The Customer shall obtain all permits required by the applicable state, county, or municipal governments and will provide copies or verification to the Company as required. The above conditions must be satisfied before the service will be attached. Refer to Schedule 66 Temporary Service Return Trip for charges if these conditions are not satisfied.

f. Unusual Conditions - Applicants, Additional Applicants, and subdividers will pay the Company the additional costs associated with any Unusual Conditions included in the Work Order Cost related to the construction of a Line Installation or Relocation. This payment, or portion thereof, will be refunded to the extent that the Unusual Conditions are not encountered. Unusual Conditions payments for Line Installations will also be refunded, under the provisions of Section 6I, if the Unusual Conditions are encountered.

In the event that the estimate of the Unusual Conditions included in the Work Order Cost exceeds \$10,000, the Applicant, Additional Applicant or subdivider may either pay for the Unusual Conditions or may furnish an Irrevocable Letter of Credit drawn on a local bank or local branch office issued in the name of Idaho Power Company for the amount of the Unusual Conditions. Upon completion of that portion of the project which included an Unusual Conditions estimate, Idaho Power Company will bill the Applicant, Additional Applicant or subdivider for the amount of Unusual Conditions encountered up to the amount established in the Irrevocable Letter of Credit. The Applicant, Additional Applicant or subdivider will have 15 days from the issuance of the Unusual Conditions billing to make payment. If the Applicant, Additional Applicant or subdivider fails to pay the Unusual Conditions bill within 15 days, Idaho Power will request payment from the bank.

g. Joint Trench - Applicants, Additional Applicants, and subdividers will pay the Company for trench and backfill costs included in the work order prepared for an unshared trench. In the event that the Company is able to defray any of the trench and backfill costs included in the work order through the sharing of the trench with other utilities, the trench and backfill cost savings will be refunded.

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

6. Refunds

a. Vested Interest Refunds - The initial Applicant will be eligible to receive up to 80 percent of the original investment as a Vested Interest Refund in accordance with Section 4.c. Refunds will be funded by the Additional Applicant's Vested Interest Charge as calculated in accordance with Section 4.c. A Vested Interest Holder and the Company may agree to waive the Vested Interest payment requirements of Additional Applicants with loads less than an agreed upon level. Waived Additional Applicants would not be considered Additional Applicants for purposes of Section 6.a.i.(a).

i. Vested Interest Refund Limitations

(1) Except for Rule 6.c. Vested Interest Refunds will be funded by no more than four Additional Applicants during the 5 year period following the completion date of the Line Installation for the initial Applicant.

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

b. Subdivision Refunds

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

ii. A subdivider will be eligible for a refund from the Company on the Line Installation Charge inside the Subdivision when a permanent Residence connects for service and occupies a lot inside the Subdivision within 5 years from the construction completion date of the Line Installation for the Subdivision.

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

7. Line Installation Agreements

When the Line Installation Allowance paid by the Company under the provisions of this rule equals or exceeds \$75,000, the Applicant will be required to contract to pay, for a period of 5 years following the completion date of the Line Installation, an annual payment equal to the greater of the billings determined by application of the appropriate schedule or:

a. Eighty percent of the Applicant's total annual bill as determined by application of the appropriate schedule; plus;

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

7. Line Installation Agreements (Continued)

- b. Twenty percent of the Line Installation Allowance granted the Applicant.

Each Line Installation, for which the Line Installation Allowance paid equals or exceeds \$75,000, will require a separate Uniform Distribution Line Installation Agreement between the Applicant and the Company.

Developers of multi-family residential dwellings in which each unit is separately metered will be exempt from the requirement to enter into an agreement with the Company if the Line Installation Allowance paid equals or exceeds \$75,000.

8. Existing Agreements

This rule shall not cancel existing agreements, including vested interest payments and refund provisions, between the Company and previous Applicants, or Additional Applicants. All applications of Additional Applicants will be governed and administered under the rule or schedule in effect at the time the original Application was received and dated by the Company.

If an Additional Applicant requires the installation of new or altered distribution facilities, the Additional Applicant will also be the Original Applicant for the new or altered distribution facilities. As the Original Applicant, the payment for such new or altered distribution facilities will be subject to the rule in effect at the time of the Additional Applicant's Application for new or altered distribution facilities is received and dated by the Company. Accordingly, an Additional Applicant can be simultaneously an Original Applicant with separate provisions for vested interest payments and refunds.

9. Relocation or Removal of Facilities

a. Generally - Any relocation of Facilities for a requesting party, including builders, developers, Customers or Customers' agents, that is for their convenience will be performed by the Company at the requesting party's expense. The Company may require payment in advance of a sum equal to the estimated original cost of installed facilities to be removed, less estimated salvage and less depreciation, plus estimated removal cost, plus any operating expense associated with the removal or relocation.

b. Public Works Project - Under the following circumstances, the cost for relocation or removal of facilities within the public right-of-way will be borne by the Company unless an ordinance, legislation or private agreement specifies other cost responsibilities:

- i. The rearrangement can be identified to be for a public works project. Examples of public works projects include but are not limited to public transit or a road widening financed by public funds;

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

9. Relocation or Removal of Facilities (Continued)

b. Public Works Project (Continued)

- ii. Reasonable notice is provided to the Company;
- iii. The overall project can generally be scheduled during normal work hours (excluding load transfers which may need to be performed outside of normal work hours); and
- iv. The public works project does not require the Company to make temporary relocations.

c. Easement - Costs for permanently relocating facilities located on an easement will be borne by the requesting party regardless of status as public works or otherwise.

d. Permit Job - Where it can be identified that the requesting party has received a permit through a city or county for work within the public right-of-way that is required for the requesting party's construction project, the requesting party is responsible for all of the costs associated with the necessary rearrangement of facilities.

e. Relocation of Overhead or Underground Facilities at Company Expense - If the necessary work can be performed by Company crews in a single trip to the requesting party's Premises during scheduled crew hours, relocation or removal of overhead or underground service distribution facilities on or adjacent to the Premises will be performed at Company expense, under the circumstances listed below. For underground relocations, the requesting party is responsible for any necessary trenching, boring, backfilling, conduit, paving, vaults and pads.

- i. Such facilities are idle or will be made idle by changes in the requesting party's electrical arrangement or needs, except in the case of conversion from overhead to underground service; or
- ii. The location of such facilities in the street area deprive the requesting party of reasonable ingress to or egress from the Premises, provided such facilities are not on a property line or a property line extended; or
- iii. Such facilities occupy space on the requesting party's Premises that will be used for an expansion of the requesting party's building or plant; or
- iv. The purpose is to relocate a meter to a more accessible location approved by the Company; or

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

9. Relocation or Removal of Facilities (Continued)

e. Relocation of Overhead or Underground Facilities at Company Expense (Continued)

v. Relocation of a service drop is the only work requested. If a second trip is required, no charge is made if the trip can be scheduled when Company crews are normally available and at a time convenient to the Company or, if in the opinion of the Company, a definite improvement in routing or attachment of the service wire will result. In all other circumstances the requesting party shall be charged the cost incurred by the Company to make the second trip.

f. Temporary Relocations - Where the Company is required to temporarily move its facilities either because the Company cannot move its facilities to the new permanent placement or the facilities will be returned to their former location at a later point in time, the costs of the temporary relocation will be borne by the requesting party regardless of status as public works or otherwise. A temporary relocation is defined as any relocation where the Company must move its facilities two or more times within a three-year period.

10. Conversion from Overhead to Underground Service

a. General - The Company will replace overhead facilities with underground facilities whenever such conversion is practicable and economically feasible. Customers connected by overhead distribution facilities owned by the Company that desire underground service shall comply with applicable provisions of this rule.

b. Payment for Service Changes - The party requesting conversion from overhead to underground shall pay the Company, prior to conversion, the original cost, less depreciation, less salvage value, plus removal expense of any existing overhead facilities no longer used or useful by reason of said underground system, and the costs of any necessary rearrangements, modifications, and additions to existing facilities to accommodate the conversion of facilities from overhead to underground.

c. Special Conditions - The conversion of overhead to underground facilities affecting more than one Customer shall be conditioned on the following:

i. The governing body of the city or county in which the Company's facilities are located shall have adopted an ordinance creating an underground district in the area in which both the existing and new facilities are and will be located, providing:

(1). All existing overhead communication equipment and distribution facilities in such district are removed;

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

10. Conversion from Overhead to Underground Service (Continued)

c. Special Conditions (Continued)

(2). Each Customer served from such electric overhead facilities shall, in accordance with the Company's rules for underground service, make all necessary electrical facility changes on said Customer's Premises in order to receive service from the Company's underground facilities as soon as available; and

(3). The Company is authorized to discontinue its overhead service on completion of the underground facilities.

ii. All Customers served from overhead facilities shall agree in writing to perform the wiring changes required on their Premises so that service may be furnished in accordance with the Company's rules regarding underground service. Such Customers must also authorize the Company to discontinue overhead service upon completion of the underground facilities.

iii. When the local government requires the Company to convert overhead facilities to underground at the Company's expense, the provisions of OAR 860-022-0046 shall apply.

iv. That portion of the overhead system that is placed underground shall not impair the utilization of the remaining overhead system.

d. Cost of Area Conversions - Area conversions may involve an allocation or assessment of costs and responsibilities among Customers. Such assessment and collection thereof will be the responsibility of a governmental unit or an association of those affected.

e. Cost of Additional Circuit Capacity - Where the Company installs an underground circuit with capacity in excess of the existing overhead, any additional cost to provide such excess circuit capacity will be at the Company's expense. Applicant cost responsibilities shall be as defined in Section B plus all reasonable costs for conduit or vault space installed to establish pathways for future circuit capacity.

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

IDAHO POWER COMPANY
Uniform Distribution Line Installation Agreement

DISTRICT _____ ACCOUNT NO. _____

THIS AGREEMENT Made this _____ day of _____, 20____, between _____, whose billing address is _____ hereinafter called Customer, and **IDAHO POWER COMPANY**, A corporation with its principal office located at 1221 West Idaho Street, Boise, Idaho, hereinafter called Company:

NOW THEREFORE, The parties agree as follows:

1. The Company will agree to provide facilities to supply _____ volt, ____ phase Electric Service for the Customer's facilities located at or near _____, County of _____, State of Oregon.
2. The Customer will agree to:
 - a. Make a cash advance to the Company of \$ _____ as the Customer's share of the investment in service facilities;
 - b. Provide rights-of-way for the line extension at no cost to the Company, in a form acceptable to the Company;
 - c. Pay an annual minimum charge during the first 60 months following the Initial Service Date. The annual minimum charge will be the greater of (1) the total of the schedule billings for the year or (2) \$ _____ plus 80 percent of the total schedule billings for the year. The total schedule billings will be computed in accordance with the rates and provisions of the schedules under which the Customer received service for that year.
3. This Agreement will not become binding upon the parties until signed by both parties.
4. The initial date of delivery of power and energy is subject to the Company's ability to obtain required labor, materials, equipment, satisfactory rights-of-way and comply with governmental regulations.
5. The term of this Agreement will be for 5 years from and after the Initial Service Date thereof.
6. This Agreement will be binding upon the respective successors and assigns of the Customer and the Company, provided however, that no assignment by the Customer will be effective without the Company's prior written consent. The Company's consent will not be unreasonably withheld.

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

Uniform Distribution Line Installation Agreement (Continued)

7. This Agreement is subject to valid laws and to the regulatory authority and orders, rules and regulations of the Oregon Public Utility Commission and such other administrative bodies having jurisdiction as well as Idaho Power Company's Rules and Regulations as now or may be hereafter modified and approved by the Oregon Public Utility Commission.

8. The Company's Rule H, any revisions to that rule, and/or any successor rule is to be considered as part of this Agreement.

9. In any action at law or equity commenced under this Agreement and upon which judgment is rendered, the prevailing party, as part of such judgment, will be entitled to recover all costs, including reasonable attorneys fees, incurred on account of such action.

W. O. No. _____

Initial Service Date _____

(APPROPRIATE SIGNATURES)

RULE I
BUDGET PAY PLANS

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

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

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

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

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

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

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

RULE I
BUDGET PAY PLANS
(Continued)

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

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

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

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

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

RULE J
CONTINUITY, CURTAILMENT AND
INTERRUPTION
OF ELECTRIC SERVICE

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

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

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

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

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

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

RULE K
CUSTOMER'S LOAD AND OPERATIONS

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

2. Practices and Requirements of Harmonic Control. Customers are required to comply with the *Practices and Requirements of Harmonic Control in Electric Power Systems* as set forth in the Institute of Electrical and Electronic Engineers (IEEE) Standard 519-1992. The values indicated by IEEE Standard 519-1992 apply at the point where the Company's equipment interfaces with the Customer's equipment.

3. Change of Load Characteristic. The Customer shall give the Company prior notice before making any significant change in either the amount or electrical character of the Customer's electrical load thereby allowing the Company to determine if any changes are needed in the Company's equipment or distribution system.

4. Protection of Electrical Equipment. The Company reserves the right to refuse single phase service to motors larger than 7 ½ horsepower.

The Customer is solely responsible for the selection, installation, and maintenance of all electrical equipment and wiring (other than the Company's meters and apparatus) on the load side of the Point of Delivery. All motor installations should include effective protection apparatus or have inherent construction within the motor to accomplish equivalent protection as follows:

a. Overload or overcurrent protection for each motor by suitable thermal relays, fuses or circuit interrupting devices automatically controlled to disconnect the motor from the line to protect it from damage caused by over-heating. Installation or protection in each conductor connected to three-phase motors is recommended.

b. Open phase protection on all polyphase installations to disconnect motors from the line in the event of opening of one phase.

c. All polyphase motors for the operation of passenger and freight elevators, cranes, hoists, draglines, and similar equipment will be provided with reverse phase relays or equivalent devices, for protection in case of phase reversal.

d. Motors that cannot safely be subjected to full voltage at starting should be provided with a device to insure that, on failure of voltage such motors will be disconnected from the line. It is also recommended that such device be provided with a suitable time delay relay.

RULE K
CUSTOMER'S LOAD AND OPERATIONS
 (Continued)

5. Allowable Motor Starting Currents. The starting currents (such currents shall be determined by tests or based on published data by manufacturers) of alternating current motors up to 100 horsepower will not exceed the allowable locked rotor current values shown in the following table, corrections being allowed to compensate for the difference between the voltage supply at the motor terminals and its rated voltage. If the starting current of the motor exceeds the locked rotor current value given in the table, a starter must be used or other means employed to limit the starting current to the locked rotor current value specified, except that such starting equipment may be omitted by written permission of the Company where the absence of such starting equipment will not cause objectionable voltage fluctuations. Maximum permissible locked rotor current values in the following table applies to a single motor installation. Starters may be omitted on the smaller motors of an installation consisting of more than one motor when their omission will not result in a current in excess of the allowable locked rotor current of the largest motor of the group.

	Allowable Locked Rotor Currents			
	Single	Polyphase Motors		
	Phase	240 Volt	480 Volt	2,400 Volt
<u>Rated Size</u>	<u>240 Volt</u>	<u>3-phase</u>	<u>3-phase</u>	<u>3-phase</u>
7 1/2 HP	110 amp			
10 HP	147 amp	141 amp	71 amp	
15 HP		197 amp	99 amp	
20 HP		250 amp	125 amp	
25 HP		304 amp	152 amp	
30 HP		360 amp	180 amp	
40 HP		380 amp	190 amp	
50 HP		400 amp	200 amp	40 amp
60 HP		480 amp	240 amp	48 amp
75 HP		600 amp	300 amp	60 amp
100 HP and Over		Consult Company		

RULE L
Deposits

1. Residential Customers. The Company may require a deposit from a residential customer if: (1) the Customer has received electric service from either the Company or another Oregon regulated electric utility within the preceding 24 months and at the time service was terminated owed an account balance that was not paid according to its terms for which a dispute was not registered within 60 days of the date service was terminated, or (2) was previously terminated for theft of service by the Company or any Oregon regulated utility or was otherwise found to have diverted utility service. In either of these two cases, the Company may require a deposit from the Customer equal to one-sixth of the estimated annual billing at the rates then in effect if the calculated deposit amount exceeds \$250. The Company's practices relating to deposit payment arrangements for residential customers are governed by OAR 860-021-0205.

2. Commercial and Special Contract Customers (Schedules 7, 9, 19 and Special Contract). The Company may require a deposit from Commercial or Special Contract customers if: (1) the Customer has been disconnected for nonpayment within the last 12 months; (2) the Customer has received more than two 15-day termination notices within the last 12 months; (3) the Customer becomes a debtor in a bankruptcy proceeding; (4) the Customer falsifies information in the application for service; (5) the Customer fails to establish credit satisfactory to the Company; (6) the nature of the Customer's business is speculative or subject to a high rate of failure; (7) the Customer is applying for service with the Company for the first time; (8) the Customer has an outstanding prior service account with the Company that accrued within the last four years and at the time of application for service remains unpaid and not in dispute; or (9) the risk of future loss is evident based on the Customer's current commercial credit rating; or (10) the Customer requests service be provided for a period of less than 90 days. If any of the criteria (1) through (9) are met, the Company may require a deposit not exceeding two times the Customer's estimated monthly billing at the service address if the calculated deposit amount exceeds \$250. When a Customer requests service be provided for less than 90 days, a deposit equal to \$100 or twice the estimated monthly billing, whichever is greater, may be required.

A new Customer can establish satisfactory credit by presenting to the Company one of the following: (1) a statement from another electric utility showing the Customer's most recent 12-month credit history during which time the Customer had not received any notices of disconnection; (2) a letter of credit from a major financial institution; or (3) a current Dun and Bradstreet report that substantiates the credit reliability of the Customer. Deposits may be paid in two equal installments; the first installment must be paid at the time of the application for service or upon notice from the Company to existing customers, and the second installment must be paid within 30 days.

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

4. Interest on Deposits. Interest on deposits held by the Company shall be accrued at the rate established by the Commission specified in OAR 860-021-0210. Interest shall be computed from the time the deposit is made until it is refunded or applied to the Customer's regular bill. Interest will not accrue on a deposit if service is discontinued temporarily at the request of a Customer who leaves the deposit with the Company for future use as a deposit, or if service has been permanently discontinued and the Company has been unsuccessful in its attempt to refund a deposit.

5. Refund of Deposit. Deposits will be refunded with interest or applied to the next monthly bill (at the Customer's option) if the Customer's account is current and the account has not been disconnected for nonpayment nor been issued more than two 5-day disconnection notices during the previous 12 months.

RULE L
Deposits
(Continued)

6. Retention During Dispute. The Company may retain the deposit pending the resolution of a dispute over termination of service. If the deposit is later returned to the Customer, the Company shall pay interest at the annual rates established in OAR 860-021-0210 for the entire period over which the deposit was held.

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

SCHEDULE 1
RESIDENTIAL SERVICE

AVAILABILITY

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

APPLICABILITY

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

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

TYPE OF SERVICE

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

WATER HEATING

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

SCHEDULE 1
RESIDENTIAL SERVICE
 (Continued)

RESIDENTIAL SPACE HEATING

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

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

MONTHLY CHARGE

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

Service Charge, per month	\$5.25
Energy Charge, per kWh	
0-300 kWh	3.7647¢
Over 300 kWh	4.7063¢
Power Supply Adjustment, per kWh	0.4116¢

Minimum Charge

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

PAYMENT

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

SCHEDULE 7
SMALL GENERAL SERVICE

AVAILABILITY

Service under this schedule is available at points on the Company's interconnected system within the State of Oregon where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served and additional investment by the Company for transmission, substation, or terminal facilities is not necessary to supply the desired service.

APPLICABILITY

Service under this schedule is applicable to Electric Service supplied to a Customer at one Point of Delivery and measured through one meter. This schedule is applicable to Customers whose metered energy usage is 3,000 kWh, or less, per Billing Period for ten or more Billing Periods during the most recent 12 consecutive Billing Periods and whose Demand has not exceeded 30 kW more than once during the most recent 12 consecutive Billing Periods. When the Customer's Billing Period is less than 27 days or greater than 33 days, the energy usage will be prorated to 30 days for purposes of determining eligibility under this schedule. Customers whose metered energy usage exceeds 3,000 kWh per Billing Period on an actual or prorated basis three times during the most recent 12 consecutive Billing Periods or whose Demand has exceeded 30 kW more than once during the most recent 12 consecutive Billing Periods are not eligible for service under this schedule and will be automatically transferred to the applicable schedule effective with the next Billing Period. New customers may initially be placed on this schedule based on estimated usage.

This schedule is also applicable to non-profit or tax supported ball fields, fairgrounds or rodeo grounds with high demands and intermittent use exceeding 3,000 kWh per month. This schedule is not applicable to standby service, service for resale, or shared service, or to individual or multiple family dwellings, or agricultural irrigation service after October 31, 2005.

TYPE OF SERVICE

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

SUMMER NON-SUMMER SEASONS

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

MONTHLY CHARGE

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

	<u>Summer</u>	<u>Non-Summer</u>
Service Charge, per month		
Single-Phase Service	\$ 6.55	\$ 6.55
Three-Phase Service	13.10	13.10

SCHEDULE 7
SMALL GENERAL SERVICE
 (Continued)

MONTHLY CHARGE (Continued)

	<u>Summer</u>	<u>Non-Summer</u>
Energy Charge, per kWh		
0-300 kWh	4.4549¢	4.4549¢
Over 300 kWh	4.49449¢	4.4549¢
Power Supply Adjustment, per kWh	0.4116¢	0.4116¢

Minimum Charge

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

PAYMENT

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

SCHEDULE 9
LARGE GENERAL SERVICE

AVAILABILITY

Service under this schedule is available at points on the Company's interconnected system within the State of Oregon where existing facilities of adequate capacity and desired phase and voltage are adjacent to the premises to be served and additional investment by the Company for new transmission, substation, or terminal facilities is not necessary to supply the desired service.

APPLICABILITY

Service under this schedule is applicable to firm Electric Service supplied to a Customer where service at one Point of Delivery and measured through one meter.

This schedule is applicable to Customers whose energy usage exceeds 3,000 kWh per Billing Period for a minimum of three Billing Periods during the most recent 12 consecutive Billing Periods or whose Demand has exceeded 30 kW more than once during the most recent 12 consecutive Billing Periods and whose metered Demand per billing Period has not equaled or exceeded 1,000 kW more than twice during the most recent 12 consecutive Billing Periods. When the Customer's Billing Period is less than 27 days or greater than 33 days, the metered energy usage will be prorated to 30 days for purposes of determining eligibility under this schedule. Customers whose metered energy usage does not exceed 3,000 kWh per Billing Period on an actual or prorated basis three or more times during the most recent 12 consecutive Billing Periods or whose metered demand equals or exceeds 1,000 kW per Billing Period three times or more during the most recent 12 consecutive Billing Periods are not eligible for service under this schedule and will be automatically transferred to the applicable schedule effective with the next Billing Period. New customers may initially be placed on this schedule based on estimated usage.

This schedule is not applicable to standby service, service for resale, or shared service, or to individual or multiple family dwellings, or to agricultural irrigation service after October 31, 2005.

TYPE OF SERVICE

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

BASIC LOAD CAPACITY

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

BILLING DEMAND

The Billing Demand is the average kW supplied during the 15-consecutive-minute period of maximum use during the Billing Period, adjusted for Power Factor.

SCHEDULE 9
LARGE GENERAL SERVICE
 (Continued)

FACILITIES BEYOND THE POINT OF DELIVERY

At the option of the Company, transformers and other facilities installed beyond the Point of Delivery to provide Primary or Transmission Service may be owned, operated, and maintained by the Company in consideration of the Customer paying a Facilities Charge to the Company.

Company-owned Facilities Beyond the Point of Delivery will be set forth in a Distribution Facilities Investment Report provided to the Customer. As the company's investment in Facilities Beyond the Point of Delivery changes in order to provide the Customer's service requirements, the Company shall notify the Customer of the additions and/or deletions of facilities by forwarding to the Customer a revised Distribution Facilities Investment Report.

In the event the Customer requests the Company to remove or reinstall or change Company-owned Facilities Beyond the Point of Delivery, the Customer shall pay to the Company the "non-salvable cost" of such removal, reinstallation or change. Non-salvable cost as used herein is comprised of the total original costs of materials, labor and overheads of the facilities, less the difference between the salvable cost of material removed and removal labor cost including appropriate overhead costs.

POWER FACTOR

Where the Customer's Power Factor is less than 85 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 85 percent and dividing by the actual Power Factor. Effective September 1, 2005, where the Customer's Power Factor is less than 90 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 90 percent and dividing by the actual Power Factor.

SUMMER AND NON-SUMMER SEASONS

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

MONTHLY CHARGE

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

<u>SECONDARY SERVICE</u>	<u>Summer</u>	<u>Non-Summer</u>
Service Charge, per month		
Single Phase Service	\$ 8.50	\$ 8.50
Three Phase Service	15.00	15.00
Basic Charge, per kW of		
Basic Load Capacity	\$ 0.38	\$ 0.38

SCHEDULE 9
LARGE GENERAL SERVICE
 (Continued)

<u>SECONDARY SERVICE</u> (Continued)	<u>Summer</u>	<u>Non-Summer</u>
Demand Charge, per kW of Billing Demand	\$ 4.51	\$ 4.12
Energy Charge, per kWh	3.2306¢	2.9232¢
Power Supply Adjustment, per kWh	0.4116¢	0.4116¢
<u>Facilities Charge</u> None		

Minimum Charge

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

<u>PRIMARY SERVICE</u>	<u>Summer</u>	<u>Non-Summer</u>
Service Charge, per month	\$125.00	\$125.00
Basic Charge, per kW of Basic Load Capacity	\$ 0.78	\$ 0.78
Demand Charge, per kW of Billing Demand	\$ 4.26	\$ 3.86
Energy Charge, per kWh	2.2917¢	2.0646¢
Power Supply Adjustment	0.4116¢	0.4116¢

Facilities Charge

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

Minimum Charge

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

<u>TRANSMISSION SERVICE</u>	<u>Summer</u>	<u>Non-Summer</u>
Service Charge, per month	\$125.00	\$125.00
Basic Charge, per kW of Basic Load Capacity	\$ 0.41	\$ 0.41
Demand Charge, per kW of Billing Demand	\$ 4.12	\$ 3.74

SCHEDULE 9
LARGE GENERAL SERVICE
 (Continued)

<u>TRANSMISSION SERVICE</u> (Continued)	<u>Summer</u>	<u>Non-Summer</u>
Energy Charge, per kWh	2.2406¢	2.0186¢
Power Supply Adjustment	0.4116¢	0.4116¢

Facilities Charge

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

Minimum Charge

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

PAYMENT

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

SCHEDULE 15
DUSK TO DAWN CUSTOMER LIGHTING

AVAILABILITY

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

APPLICABILITY

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

CHARACTER OF SERVICE

The facilities required for supplying service, including fixture, lamp, control relay, and support bracket for mounting on an existing Company pole with secondary service or, at the request of a Customer and at the Company's sole discretion, on a Customer-owned support acceptable to the Company, are supplied, installed, owned and maintained by the Company in accordance with the Company's standards and specifications. All necessary repairs and maintenance work, including lamp renewal, will be performed by the Company only during the regularly scheduled working hours of the Company, and the Company shall be allowed 72 hours, following notification by the Customer, for replacing any burned out lamps. Lamps are energized each night from one-half hour after sunset until one-half hour before sunrise, thereby providing approximately 4,105 hours of Premises lighting per year. The Company retains the right, but not the obligation, to terminate and remove service from a Customer-owned support at any time.

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

NEW FACILITIES

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

SCHEDULE 15
DUSK TO DAWN CUSTOMER LIGHTING
 (Continued)

MONTHLY CHARGES

1. Monthly per unit charge on existing facilities:

AREA LIGHTING

<u>High Pressure Sodium Vapor</u>	<u>Average Lumens</u>	<u>Monthly Base Rate</u>	<u>Power Supply Adjustment</u>
100 Watt	8,550	\$ 9.27	\$ 0.14
200 Watt	19,800	\$15.03	\$ 0.28
400 Watt	45,000	\$24.02	\$ 0.56

FLOOD LIGHTING

<u>High Pressure Sodium Vapor</u>	<u>Average Lumens</u>	<u>Monthly Base Rate</u>	<u>Power Supply Adjustment</u>
200 Watt	19,800	\$18.31	\$ 0.28
400 Watt	45,000	27.32	0.56
<u>Metal Halide</u>			
400 Watt	28,800	\$30.58	\$ 0.56
1,000 Watt	88,000	55.87	1.41

2. For New Facilities Installed Before August 8, 2005. The Monthly Charge for New Facilities installed, prior to August 8, 2005 such as overhead secondary conductor, poles, anchors, etc., shall be 1.75 percent of the estimated installed cost thereof.

3. For New Facilities Installed On or After August 8, 2005: The non-refundable charge for New Facilities to be installed, such as underground service, overhead secondary conductor, poles, anchors, etc., shall be equal to the work order cost.

PAYMENT

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

SCHEDULE 19
LARGE POWER SERVICE

AVAILABILITY

Service under this schedule is available at points on the Company's interconnected system within the State of Oregon where existing facilities of adequate capacity and desired phase and voltage are available. To the extent that additional facilities are required to provide the requested service, special arrangements will be made in a separate agreement between the Customer and the Company.

Effective August 8, 2005, all Uniform Large Power Service Agreements currently in effect will automatically be cancelled. Customers with loads equal to or in excess of 1,000 kW Demand at a single Point of Delivery will be required to enter into a Uniform Service Agreement as provided under Rule C.

APPLICABILITY

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

Deliveries at more than one Point of Delivery or more than one voltage will be separately metered and billed. If the aggregate power requirement of a Customer who receives service at one or more Points of Delivery on the same Premises exceeds 25,000 kW, the Customer is ineligible for service under this schedule and is required to make special contract arrangements with the Company.

This schedule is not applicable to service for resale, to shared or irrigation service, to standby or supplemental service, unless the Customer has entered into a Standby Service Agreement or other standby agreement with the Company, or to multi-family dwellings.

TYPE OF SERVICE

The Type of Service provided under this schedule is three-phase at approximately 60 cycles and at the standard service voltage available at the Premises to be served.

BASIC LOAD CAPACITY

The Basic Load Capacity is the average of the two greatest monthly Billing Demands established during the 12-month period which includes and ends with the current Billing Period, but not less than 1,000 kW.

BILLING DEMAND

The Billing Demand is the average kW supplied during the 15-consecutive-minute period of maximum use during the Billing Period, adjusted for Power Factor, but not less than 1,000 kW.

ON-PEAK BILLING DEMAND

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

SCHEDULE 19
LARGE POWER SERVICE
 (Continued)

TIME PERIODS

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

Summer Season

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

Non-Summer Season

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

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

SUMMER AND NON-SUMMER SEASONS

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

FACILITIES BEYOND THE POINT OF DELIVERY

At the option of the Company, transformers and other facilities installed beyond the Point of Delivery to provide Primary or Transmission Service may be owned, operated, and maintained by the Company in consideration of the Customer paying a Facilities Charge to the Company.

Company-owned Facilities Beyond the Point of Delivery will be set forth in a Distribution Facilities Investment Report provided to the Customer. As the Company's investment in Facilities Beyond the Point of Delivery changes in order to provide the Customer's service requirements, the Company shall notify the Customer of the additions and/or deletions of facilities by forwarding to the Customer a revised Distribution Facilities Investment Report.

In the event the Customer requests the Company to remove or reinstall or change Company-owned Facilities Beyond the Point of Delivery, the Customer shall pay to the Company the "non-salvable cost" of such removal, reinstallation or change. Non-salvable cost as used herein is comprised of the total original costs of materials, labor and overheads of the facilities, less the difference between the salvable cost of material removed and removal labor cost including appropriate overhead costs.

SCHEDULE 19
LARGE POWER SERVICE
 (Continued)

POWER FACTOR ADJUSTMENT

Where the Customer's Power Factor is less than 85 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 85 percent and dividing by the actual Power Factor. Effective September 1, 2005, where the Customer's Power Factor is less than 90 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 90 percent and dividing by the actual Power Factor.

TEMPORARY SUSPENSION

When a Customer has properly invoked Rule G, Temporary Suspension of Demand, the Basic Load Capacity, the Billing Demand, and the On-Peak Billing Demand shall be prorated based on the period of such suspension in accordance with Rule G. In the event the Customer's metered demand is less than 1,000 kW during the period of such suspension, the Basic Load Capacity and Billing Demand will be set equal to 1,000 kW for purposes of determining the Customer's monthly Minimum Charge.

MONTHLY CHARGE

The Monthly Charge is the sum of the Service, the Basic, the Demand, the On-Peak Demand, the Energy, and the Facilities Charges, plus the Power Supply Adjustment at the following rates:

<u>SECONDARY SERVICE</u>	<u>Summer</u>	<u>Non-Summer</u>
Service Charge, per month	\$125.00	\$125.00
Basic Charge, per kW of Basic Load Capacity	\$ 0.38	\$0.38
Demand Charge, per kW of Billing Demand	\$ 4.01	\$ 3.96
On-Peak Demand Charge, per kW of On-Peak Billing Demand	\$ 0.36	n/a
Energy Charge, per kWh		
On-Peak	3.3657¢	n/a
Mid-Peak	3.1978¢	3.1187¢
Off-Peak	2.9805¢	2.7836¢
Power Supply Adjustment, per kWh	0.4116¢	0.4116¢

* A Customer who prepays the Power Supply Adjustment amount pursuant to ORS 757.259(11) shall not be subject to the Power Supply Adjustment rates.

Facilities Charge
None

SCHEDULE 19
LARGE POWER SERVICE
 (Continued)

MONTHLY CHARGE (Continued)Minimum Charge

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

<u>PRIMARY SERVICE</u>	<u>Summer</u>	<u>Non-Summer</u>
Service Charge, per month	\$125.00	\$125.00
Basic Charge, per kW of Basic Load Capacity	\$ 0.78	\$ 0.78
Demand Charge, per kW of Billing Demand	\$ 3.90	\$ 3.86
On-Peak Demand Charge, per kW of On-Peak Billing Demand	\$ 0.36	n/a
Energy Charge, per kWh		
On-Peak	2.4567¢	n/a
Mid-Peak	2.2175¢	2.0530¢
Off-Peak	2.0667¢	1.9587¢
Power Supply Adjustment, per kWh	0.4116¢	0.4116¢

* A Customer who prepays the Power Supply Adjustment amount pursuant to ORS 757.259(11) shall not be subject to the Power Supply Adjustment rates.

Facilities Charge

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

Minimum Charge

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

SCHEDULE 19
LARGE POWER SERVICE
 (Continued)

MONTHLY CHARGE (Continued)

<u>TRANSMISSION SERVICE</u>	<u>Summer</u>	<u>Non-Summer</u>
Service Charge, per month	\$125.00	\$125.00
Basic Charge, per kW of Basic Load Capacity	\$ 0.41	\$ 0.41
Demand Charge, per kW of Billing Demand	\$ 3.52	\$ 3.76
On-Peak Demand Charge, per kW of On-Peak Demand	\$ 0.36	n/a
Energy Charge, per kWh		
On-Peak	2.4131¢	n/a
Mid-Peak	2.1780¢	2.0092¢
Off-Peak	2.0300¢	1.9169¢
Power Supply Adjustment, per kWh	0.4116¢	0.4116¢

* A Customer who prepays the Power Supply Adjustment amount pursuant to ORS 757.259(11) shall not be subject to the Power Supply Adjustment rates.

Facilities Charge

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

Minimum Charge

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

PAYMENT

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

SCHEDULE 24
AGRICULTURAL IRRIGATION
SERVICE

AVAILABILITY

Service under this schedule is available at points on the Company's interconnected system within the State of Oregon for loads up to 25,000 kW where existing facilities of adequate capacity and desired phase and voltage are adjacent to the Premises to be served, and additional investment by the Company for new transmission, substation or terminal facilities is not necessary to supply the desired service. If the aggregate power requirement of a Customer who receives service at one or more Points of Delivery on the same Premises exceeds 25,000 kW, special contract arrangements will be required.

APPLICABILITY

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

Customers currently receiving service under this schedule who do not meet the eligibility criteria for service under this schedule may continue to receive service under this schedule through October 31, 2005. On November 1, 2005 all customers for whom this schedule is not applicable will be transferred to the appropriate general service schedule.

TYPE OF SERVICE

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

SERVICE CONNECTION AND DISCONNECTION

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

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

SEASONAL DEFINITION

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

SCHEDULE 24
AGRICULTURAL IRRIGATION SERVICE
(Continued)

BILLING DEMAND

The Billing Demand is the average kW supplied during the 15-consecutive-minute period of maximum use during the Billing Period, adjusted for Power Factor; PROVIDED That at the Company's option the Billing Demand of a single motor installation of 5 horsepower and less may be equal to the number of horsepower but not less than one kW. Metered power demands in kW which exceed 130 percent of the connected horsepower served through one Point of Delivery will not be used for billing purposes unless and until verified by field test in the presence of the Customer to be the result of normal pumping operations. If a demand in excess of 130 percent of the connected horsepower is the result of abnormal conditions existing on the Company's interconnected system or the Customer's system, including accidental equipment failure or electrical supply interruption which results in the temporary separation of the Company's and the Customer's system, the Billing Demand shall be 130 percent of the connected horsepower. The Customer may appeal the Company's billing decision to the Oregon Public Utility Commission in cases of dispute.

FACILITIES BEYOND THE POINT OF DELIVERY

At the option of the Company, transformers and other facilities installed beyond the Point of Delivery to provide Transmission Service may be owned, operated, and maintained by the Company in consideration of the Customer paying a Facilities Charge to the Company.

Company-owned Facilities Beyond the Point of Delivery will be set forth in a Distribution Facilities Investment Report provided to the Customer. As the Company's investment in Facilities Beyond the Point of Delivery changes in order to provide the Customer's service requirements, the Company shall notify the Customer of the additions and/or deletions of facilities by forwarding to the Customer a revised Distribution Facilities Investment Report.

In the event the Customer requests the Company to remove or reinstall or change Company-owned Facilities Beyond the Point of Delivery, the Customer shall pay to the Company the "non-salvable cost" of such removal, reinstallation or change. Non-salvable cost as used herein is comprised of the total original costs of materials, labor and overheads of the facilities, less the difference between the salvable cost of material removed and removal labor cost including appropriate overhead costs.

POWER FACTOR ADJUSTMENT

Where the Customer's Power Factor is less than 85 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 85 percent and dividing by the actual Power Factor. Effective September 1, 2005, where the Customer's Power Factor is less than 90 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 90 percent and dividing by the actual Power Factor.

SCHEDULE 24
AGRICULTURAL IRRIGATION SERVICE
 (Continued)

MONTHLY CHARGE

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

<u>SECONDARY SERVICE</u>	<u>In-Season</u>	<u>Out-of-Season</u>
Service Charge, per month	\$12.00	\$ 3.00
Demand Charge, per kW of Billing Demand	\$ 4.55	\$0.80
Energy Charge, per kWh	2.8375¢	2.8375¢
Power Supply Adjustment, per kWh	0.4116¢	0.4116¢

Facilities Charge
None

Minimum Charge

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

<u>TRANSMISSION SERVICE</u>	<u>In-Season</u>	<u>Out-of-Season</u>
Service Charge, per month	\$102.00	\$ 3.00
Demand Charge, per kW of Billing Demand	\$ 4.30	\$ 0.76
Energy Charge, per kWh	2.6969¢	2.6969¢
Power Supply Adjustment, per kWh	0.4116¢	0.4116¢

Facilities Charge

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

Minimum Charge

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

SCHEDULE 24
AGRICULTURAL IRRIGATION SERVICE
(Continued)

PAYMENT

All monthly billings for Electric Service supplied hereunder are payable upon receipt, and become past due 15 days from the date on which rendered.

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

1. Existing Customers: Customers who have two or more reminder notices for nonpayment of Electric Service during a 12-month period or who have service terminated for non-payment will be required to pay a deposit, or provide a guarantee of payment from a bank or financial institution acceptable to the Company. A reminder notice is issued approximately 45 days after the bill issue date if the balance owing for Electric Service totals \$100 or more. The deposit for a specific installation will be computed as follows:

a. Monthly Billing Demand will be determined by multiplying 80 percent times the connected horsepower.

b. Monthly Energy (billing kWh) will be determined by multiplying 50 percent times 720 hours times the Monthly Billing Demand.

c. The Monthly Billing Demand and the Monthly Energy will be multiplied by the current rates and added to the Irrigation In-Season Service Charge to determine the estimated monthly bill.

d. The estimated monthly bill will be multiplied by a factor of one and one-half (1.5).

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

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

SCHEDULE 24
AGRICULTURAL IRRIGATION SERVICE
(Continued)

APPLICATION OF DEPOSIT/INTEREST

Interest will be computed by the Company on irrigation deposits required under this schedule at the annual percentage rate determined by the Commission under Oregon Administrative Rules 860–021–0210. The irrigation deposit, with accrued interest, will be applied to the Customer's account upon date of disconnection or at the time the Customer's September bill is prepared, whichever is earlier.

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

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

SCHEDULE 40
UNMETERED GENERAL SERVICE

AVAILABILITY

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

APPLICABILITY

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

MONTHLY CHARGE

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

SCHEDULE 40
UNMETERED GENERAL SERVICE

MONTHLY CHARGE (Continued)

Energy Charge, per kWh	5.2410¢
Power Supply Adjustment, per kWh	0.4116¢
Minimum Charge, per month	\$ 1.50

Minimum Charge

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

PAYMENT

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

SCHEDULE 41
STREET LIGHTING
SERVICE

AVAILABILITY

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

APPLICABILITY

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

SERVICE LOCATION AND PERIOD

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

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

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

2. Upon payment to the Company of the removal cost, if such facility has been in service for less than the minimum service period.

"A" - OVERHEAD LIGHTING - COMPANY-OWNED SYSTEM

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

The Company's standard is the cut-off, or shielded lighting, fixture. Cut-off fixtures will be utilized for all new installations and maintenance-related replacements of existing fixtures.

Customers whose usage of the Company's system results in the potential or actual variation in energy usage, such as through, but not limited to, the use of wired outlets or useable plug-ins, are required to have metered service under this schedule.

ACCELERATED REPLACEMENT OF EXISTING FIXTURES

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

SCHEDULE 41
STREET LIGHTING
SERVICE
(Continued)

ACCELERATED REPLACEMENT OF EXISTING FIXTURES (Continued)

1. The actual labor, time, and mileage costs incurred by the Company for the removal of the existing street lighting fixtures.

2. \$65.00 per fixture removed from service.

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

MONTHLY CHARGES

Non-Metered Service, per lamp

<u>High Pressure Sodium Vapor</u>	<u>Average Lumens</u>	<u>Monthly Base Rate</u>	<u>Power Supply Adjustment</u>
70 Watt	5,540	\$ 6.63	\$ 0.10
100 Watt	8,550	\$ 6.58	\$ 0.14
250 Watt	24,750	\$ 8.94	\$ 0.35
400 Watt	45,000	\$11.26	\$ 0.56

Metered Service

Lamp Charge, per lamp

High Pressure Sodium Vapor	
70 Watt	\$ 5.45
100 Watt	5.22
250 Watt	5.50
400 Watt	5.78

Meter Charge, per meter 8.00

Energy Charge, per kWh 4.0000¢

Power Supply Adjustment 0.4116¢

ADDITIONAL MONTHLY RATE

For Company-owned poles required to be used for street lighting only:

Wood pole	\$1.90 per pole
Steel pole	\$7.39 per pole

Facilities Charges. Customers assessed a monthly facilities charge prior to August 8, 2005 for the installation of underground circuits will continue to be assessed a monthly facilities charge equal to 1.75 percent of the estimated cost difference between overhead and underground circuits.

Issued by IDAHO POWER COMPANY
By John R. Gale, Vice President, Regulatory Affairs
1221 West Idaho Street, Boise, Idaho

OREGON
Issued per Order No. 05-871
Effective with Service
rendered on and after:
August 8, 2005

SCHEDULE 41
STREET LIGHTING
SERVICE
 (Continued)

NO NEW SERVICE

AVAILABILITY

Service under this schedule is available throughout the Company's service area within the State of Oregon to any Customer who, on June 10, 1982 was receiving service under this schedule.

APPLICABILITY

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

SERVICE LOCATION AND PERIOD

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

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

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

"A" - OVERHEAD LIGHTING - COMPANY-OWNED SYSTEM

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

The Company's standard is the cut-off, or shielded lighting, fixture. Cut-off fixtures will be utilized for all new installations and maintenance-related replacements of existing fixtures.

Customers whose usage of the Company's system results in the potential or actual variation in energy usage, such as through, but not limited to, the use of wired outlets or useable plug-ins, are required to have metered service under this schedule.

SCHEDULE 41
STREET LIGHTING
SERVICE

NO NEW SERVICE
(Continued)

ACCELERATED REPLACEMENT OF EXISTING FIXTURES

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

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

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

MONTHLY CHARGES

Non-Metered Service, per lamp

<u>High Pressure Sodium Vapor</u>	<u>Average Lumens</u>	<u>Monthly Base Rate</u>	<u>Power Supply Adjustment</u>
200 Watt	19,800	\$8.04	\$0.28

Metered Service

Lamp Charge, per lamp	
High Pressure Sodium Vapor	
200 Watt	\$ 5.32
Meter Charge, per meter	\$ 8.00
Energy Charge, per kWh	4.0000¢
Power Supply Adjustment	0.4116¢

ADDITIONAL MONTHLY RATE

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

Wood Pole	\$1.90 per pole
Steel Pole	\$7.39 per pole

SCHEDULE 41
STREET LIGHTING
SERVICE

NO NEW SERVICE
(Continued)

Facilities Charges. Customers assessed a monthly facilities charge prior to August 8, 2005 for the installation of underground circuits will continue to be assessed a monthly facilities charge equal to 1.75 percent of the estimated cost difference between overhead and underground circuits.

"B" - CUSTOMER-OWNED SYSTEM

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

Service supplied by the Company includes operation of the system, energy, lamp renewals, cleaning of glassware, and replacement of defective photocells which are standard to the Company-owned street light units. Service does not include the labor or material cost of replacing cables, standards, broken glassware or fixtures, or painting or refinishing of metal poles.

Customer-owned systems constructed, operated, or modified in such a way as to allow for the potential or actual variation in energy usage, such as through, but not limited to, the use of wired outlets or useable plug-ins, are required to be metered in order to record actual energy usage.

MONTHLY CHARGES

Non-Metered Service, per lamp

<u>High Pressure Sodium Vapor</u>	<u>Average Lumens</u>	<u>Monthly Base Rate</u>	<u>Power Supply Adjustment</u>
200 Watt	19,800	\$5.15	\$0.28

Metered Service

Lamp Charge, per lamp	
High Pressure Sodium Vapor	
200 Watt	\$ 2.43
Meter Charge, per meter	\$ 8.00
Energy Charge, per kWh	4.0000¢
Power Supply Adjustment, per kWh	0.4116¢

PAYMENT

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

SCHEDULE 42
TRAFFIC CONTROL SIGNAL
LIGHTING SERVICE

APPLICABILITY

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

CHARACTER OF SERVICE

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

The installation of a meter to record actual energy consumption is required for all new traffic control signal lighting systems installed on or after August 8, 2005. For traffic control signal lighting systems installed prior to August 8, 2005 a meter may be installed to record actual usage upon the mutual consent of the Customer and the Company.

MONTHLY CHARGES

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

Energy Charge, per kWh	3.8795¢
Power Supply Adjustment, per kWh	0.4116¢

PAYMENT

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

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM

AVAILABILITY

Service under this schedule is available to Customers who have entered into a Uniform Solar Photovoltaic Service Agreement with the Company. New service under this schedule will not be available after November 15, 1996.

DEFINITIONS

Photovoltaic System is the solar photovoltaic module(s), the module mounting structure, the control structure, the control equipment, any necessary wiring, any batteries and/or back-up generator, if required, and any other equipment necessary to provide service under this schedule. The Company shall have sole ownership of the Photovoltaic System during the term of the Uniform Solar Photovoltaic Service Agreement.

Point of Service is the point where the Customer's electric system is connected to the Photovoltaic System.

Total Installed Cost is the estimated total cost for the installation of, or modification to, the Photovoltaic System including but not limited to the Company's investment in facilities, labor, material and supplies, and overheads.

Net Installed Cost is the Total Installed Cost less the Initial Fee.

Customer Site is the installation site and facilities as determined by the Company which are necessary for the installation of the Photovoltaic System. The Customer Site facilities are not included as part of the Photovoltaic System unless specifically stated by the Company and included in the Solar Photovoltaic Facilities Investment Report.

Salvage Value is the market value of the photovoltaic facilities at the time they are removed from the Customer's premises.

Facility Termination Charge is the Total Installed Cost of the Photovoltaic System less the sum of 80 percent of the accumulated depreciation and 60 percent of the Salvage Value of the facilities removed plus the removal cost. In no event will the Facility Termination Charge be less than the removal cost.

ELIGIBILITY

Requests for service under this schedule which have a Total Installed Cost of no more than \$50,000, which are located in areas reasonably accessible by standard utility vehicles, and which are cost effective alternatives are eligible for service under this schedule. In determining eligibility under this schedule, the Company will consider the remoteness, accessibility, load size, load profile, solar resource, and solar impediments of the requested site as well as the suitability of the Customer Site. Requests which have special access requirements may be granted at the discretion of the Company provided that reasonable alternative access provisions are met and/or the Company is compensated for its special access related costs. Any special access provisions will be included in an addendum to the Uniform Solar Photovoltaic Service Agreement. The Company has the sole right to ultimately determine eligibility under this schedule.

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM
(Continued)

INITIAL FEE

An Initial Fee equal to 5 percent of the Total Installed Cost of the Photovoltaic System is required from the Customer at the time the Uniform Solar Photovoltaic Service Agreement is executed. If a modification to the Photovoltaic System which increases the Total Installed Cost is requested subsequent to the time the Uniform Solar Photovoltaic Service Agreement is executed, an additional Initial Fee equal to 5 percent of the Total Installed Cost of the modification will be required prior to the installation of such modification to the Photovoltaic System. The Initial Fee is non-refundable unless the Company determines that it will not install the Photovoltaic System.

SERVICES PROVIDED

The Photovoltaic System will be specified by the Company based upon the service requirements requested by the Customer. Upon determination by the Company that the Customer is eligible for service under this schedule, and upon receipt from the Customer of the Initial Fee, the Company will proceed with the installation plans for the Photovoltaic System.

All repair and maintenance of the Photovoltaic System will be provided by the Company. Prudent utility practices will be followed for all necessary repair or maintenance. The Company will use its best effort to provide the Customer a minimum of 24 hours notice prior to performing preventative maintenance.

The Customer is responsible for providing the Customer Site and the connections from the Point of Service to the Customer's facilities, and for permitting the Company appropriate access to the Photovoltaic System. The Customer Site and Customer connections must be approved by the Company and must meet all State and Local Codes. The Company may, at its sole discretion, install and/or own Customer Site facilities and include the cost of such facilities in the Total Installed Cost.

If a back-up generator is included with the Photovoltaic System, the Customer is responsible for providing, at the Customer's expense, the fuel required for the operation of such generator.

SERVICE LIMITATIONS

Electric service under this schedule is limited to that provided by the Photovoltaic System. The Company is under no obligation to provide Electric Service to the Customer at any time by means of the Company's transmission or distribution system.

CUSTOMER NON-COMPLIANCE

Any use by the Customer of the Photovoltaic System not in compliance with the design specifications for such system or not in compliance with the provisions of this schedule may result in the removal by the Company of the Photovoltaic System. The Company reserves the right to remove the Photovoltaic System if the Company determines that the continued use of the facilities by the Customer poses a threat of injury or damage to persons or property. Non-payment of the monthly charges under this schedule may also result in the removal by the Company of the Photovoltaic System.

In the event the Company removes the Photovoltaic System under the provisions of this section, the Customer will be obligated to pay to the Company the Facility Termination Charge.

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM
(Continued)

SOLAR PHOTOVOLTAIC FACILITIES INVESTMENT REPORT

The Total Installed Cost of the Photovoltaic System will be set forth in a Solar Photovoltaic Facilities Investment Report provided to the Customer. The monthly charge for service under this schedule is based on the Total Installed Cost, less the Initial Fee, as reflected on this Report. When the actual book cost of the installed Photovoltaic System has been determined by the Company, the Total Installed Cost will be adjusted to reflect the actual cost and the corresponding monthly charge will be reduced if the actual cost is more than 10 percent less than the Total Installed Cost included on the Report. In no event will the monthly charge be increased if the actual cost is greater than the Total Installed Cost.

PHOTOVOLTAIC SYSTEM MODIFICATIONS

If the Photovoltaic System is modified in order to provide for changes in the Customer's service requirements, the Solar Photovoltaic Facilities Investment Report and the corresponding monthly charge for service will be adjusted to reflect the modification.

Additions. If the Customer requests a modification to the Photovoltaic System, the Customer will be required to pay an additional Initial Fee equal to 5 percent of the Total Installed Cost of the modification prior to the installation of the modification.

Removals. If the Customer requests a portion of the Photovoltaic System be removed, the Customer shall pay to the Company the Facility Termination Charge for that portion of the Photovoltaic System removed. If the Customer requests the Photovoltaic System in its entirety be removed, the provisions of the Agreement Termination section below will apply.

AGREEMENT TERMINATION

Customer Termination. If the Customer cancels the Uniform Solar Photovoltaic Service Agreement at the end of any of the five year terms of the Agreement, the Customer shall have the option of either 1) purchasing the Photovoltaic System at the Company's Total Installed Cost less accumulated depreciation, or 2) requesting the Company remove the Photovoltaic System and paying to the Company the cost of removing the facilities. If the Customer cancels the Uniform Solar Photovoltaic Service Agreement during the term of the Agreement, the Customer shall pay to the Company the Facility Termination Charge.

Company Termination. If the Company cancels the Uniform Solar Photovoltaic Service Agreement at any time and for any reason other than Customer Non-Compliance, the Company shall offer the Customer the option of either; (1) purchasing the Photovoltaic System at the Company's Total Installed Cost less accumulated depreciation, or (2) requesting the Company remove the Photovoltaic System at no cost to the Customer.

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM
(Continued)

CHARGES

The monthly charge for service under this schedule is 1.6 percent times the Net Installed Cost of the Photovoltaic System as set forth on the Solar Photovoltaic Facilities Investment Report.

Back-up Generator Maintenance Charge: If the hours of usage of a back-up generator included with the Photovoltaic System exceeds the number of hours of usage specified in the design specifications by 20 percent or more on an annual basis, the Customer will be responsible for paying the additional maintenance costs incurred by the Company as a result of such overuse. The Company will notify the Customer in writing of any observed overuse of the back-up generator.

PAYMENT

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

SCHEDULE 60
SOLAR PHOTOVOLTAIC SERVICE
PILOT PROGRAM

IDAHO POWER COMPANY
Uniform Solar Photovoltaic
Service Agreement

DISTRICT _____ ACCOUNT NO. _____

THIS AGREEMENT Made this _____ day of _____, 19 _____, between _____, whose billing address is _____

hereinafter called Customer, and IDAHO POWER COMPANY, A corporation with its principal office located at 1221 West Idaho Street, Boise, Idaho, hereinafter called Company:

NOW THEREFORE, The parties agree as follows:

1. Company will provide solar photovoltaic service for Customer's facilities located at or near _____, County of _____, State of Oregon.

2. Customer will:

a. Make an Initial Fee payment to the Company of \$ _____ at the time this Agreement is executed.

b. Provide the installation site and facilities as determined by the Company which are necessary for the installation of the Photovoltaic System and which are acceptable to the Company, and the right of the Company for appropriate access to the Company's facilities with the right of ingress and egress, at no cost to the Company.

3. This Agreement will not become binding upon the parties until signed by both parties.

4. The initial date of service under this Agreement is subject to the Company's ability to obtain the required labor, materials, and equipment, a satisfactory site, and satisfactory access to the Photovoltaic System on the Customer's property, and to comply with governmental regulations.

5. The term of this Agreement will be for five years from and after the Initial Service Date thereof, and will automatically renew for an additional five years each five years thereafter unless canceled by either party. This Agreement may be canceled 1) by either party after any of the five year terms provided written notice of termination is given to the other not less than three months prior to the end of the five year term, or 2) at any time provided both parties agree in writing to the cancellation. In the event the Company's Schedule 60 is terminated during the term of this Agreement, this Agreement will automatically be canceled and the Customer will have the option to purchase the Photovoltaic System at the Company's depreciated book value.

6. This Agreement will be binding upon the respective successors and assigns of the Customer and the Company, provided however, that no assignment by the Customer will be effective without the Company's prior written consent. The Company's consent will not be unreasonably withheld.

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

Issued by IDAHO POWER COMPANY
By John R. Gale, Vice President, Regulatory Affairs
1221 West Idaho Street, Boise, Idaho

OREGON
Issued per Order No. 05-871
Effective with Service
rendered on and after:
August 8, 2005

IDAHO POWER COMPANY
Uniform Solar Photovoltaic
Service Agreement
(Continued)

8. The Company's Schedule 60, as well as Idaho Power Company's General Rules and Regulations, any revisions to Schedule 60 or to the General Rules and Regulations, and/or any successor schedule or rules, are to be considered as part of this Agreement.

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

10. The Customer will agree to protect, defend, and indemnify Idaho Power Company from and against any costs, damages, or claims arising in any way from any injury to persons or damage to property resulting from the installation and/or operation of the Photovoltaic System upon Customer's property, providing such injury to persons or damage to property is not due to the sole negligence of Idaho Power Company.

11. In any action at law or equity commenced under this Agreement and upon which judgment is rendered, the prevailing party, as part of such judgment, will be entitled to recover all costs, including reasonable attorneys fees, incurred on account of such action.

Date _____, 19_____

Initial Service Date_____

(APPROPRIATE SIGNATURES)

SCHEDULE 61
POWER QUALITY PROGRAM

AVAILABILITY

Service under this Schedule is available to Customers throughout the Company's service area within the State of Oregon.

PROGRAM DESCRIPTION

The Power Quality Program is intended to provide Customers with a mechanism to identify and correct electrical problems within the Customer's residence or business which impact the Customer's power quality.

SERVICES PROVIDED

The Company will provide the following services:

Technical Assistance: The Company will perform a symptomatic audit of the Customer's residence or business to assist the Customer in identifying the probable cause of any power quality problems and possible solutions to any power quality problems identified. Technical Assistance is provided at no charge to the Customer.

Home Wiring Audit: A \$25 payment is provided by the Company to residential Customers who have a home wiring audit for power quality performed by a licensed electrician participating in the Company's Power Quality Program. To have a home wiring audit performed, a Customer can contact the Company or an electrician participating in the Power Quality Program. Customers contacting the Company will be given a list of electricians participating in the Power Quality Program. The Customer is responsible for selecting the electrician to perform the audit. The charge for the audit will be established by the electrician and will be billed by the electrician directly to the Customer. The Customer is responsible for paying the electrician the charge for performing the audit.

The \$25 payment is provided upon receipt by the Company of the appropriate copy of the completed Home Wiring Audit form. The Customer is responsible for submitting the Home Wiring Audit form to the Company.

Financing: Financing through the Company is offered for the purchase of equipment or repairs to correct power quality problems. The equipment and repairs eligible for financing under the Power Quality Program include transient surge protectors, power conditioning equipment, uninterruptible power supplies, grounding repairs, service entrance repairs and upgrades, and wiring and outlet repairs.

Financing is available at the fixed rate of interest in effect for the Power Quality Program at the time the loan is made. The fixed rate is adjusted on January 1, May 1, and September 1 of each year. Repayment of the loan is collected through the Customer's monthly billing. Two loan categories are available: \$25 to \$400 and \$401 to \$10,000. The financing arrangements for each category are:

1. \$25 through \$400: The minimum monthly payment is \$10. The interest rate is set equal to the prime rate of interest in effect on the first business day of the month immediately preceding the adjustment month.

2. \$401 through \$10,000: The minimum monthly payment is \$15. The interest rate is set equal to the prime rate of interest in effect on the first business day of the month immediately preceding the adjustment month plus three percent. Customer taking loans of less than \$10,000 must repay the loan amount within 30 months. For all other loan amounts, residential Customers can make monthly payments over 30, 60, 90, or 120 months; commercial Customers can make monthly payments over 30 or 60 months.

SCHEDULE 62
GREEN ENERGY PURCHASE
PROGRAM RIDER
(OPTIONAL)

PURPOSE

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

APPLICABILITY

Service under this schedule is applicable to all Customers who choose to participate in this Program.

MONTHLY GREEN ENERGY PURCHASE CONTRIBUTION

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

The Program funds will wholly be used to purchase green energy or to cover the green energy price premium. The Company will acquire Green Energy Products within one year of the Customer's purchase under this Schedule.

GREEN ENERGY PRODUCTS

For purposes of this Program, green energy products include the following:

Green Tags. Green tags consist of the Non-Power Attributes resulting from the generation of energy by a qualified renewable resource. Such attributes may be fuel, emissions, or other environmental characteristics deemed of value by a green tag buyer.

Non-Power Attributes include but are not limited to any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and any other pollutant that is now or may in the future be regulated under the pollution control laws of the United States; and further include any avoided emissions of carbon dioxide (CO2), methane (CH4) and any other greenhouse gas (GHG) that contributes to the actual or potential threat of altering the Earth's climate. Non-Power Attributes are expressed in MWh.

Non-Power Attributes do not include any energy, capacity, reliability or other power attributes used to provide electricity services.

PROGRAM CONSIDERATIONS

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

SCHEDULE 66
MISCELLANEOUS CHARGES

PURPOSE

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

APPLICABILITY

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

CHARGES

<u>RULE D</u>	<u>CHARGE</u>
1. <u>Instrument Transformer Metering</u>	
Current Transformer	
<u>Single Phase</u>	
120/240 Volt	\$214.00
240/480 Volt	\$247.00
120/208 Volt Network	\$275.00
<u>Polyphase</u>	
120/240 Volt Delta	\$437.00
240/480 Volt Delta	\$438.00
120/208 Volt Wye	\$467.00
277/480 Volt Wye	\$471.00
<u>Voltage Transformer</u> (secondary voltages only)	\$160.00
<u>Primary Metering</u>	Actual Cost
2. <u>Off-Site Meter Reading Service</u>	
<u>Single-Phase, Non-Demand Metering</u>	
Class 200 R300 Register (standard metering)	\$ 3.65 per month
Class 320 R300 Register (standard metering)	\$ 4.40 per month
Class 10 R 300 Register (instrument transformer metering)	\$ 4.40 per month
Installation Fee (payable with first monthly payment)	\$25.00
Removal Fee (if removed within 90 days of installation)	\$25.00

SCHEDULE 66
MISCELLANEOUS CHARGES
 (Continued)

<u>CHARGES (Continued)</u>	<u>CHARGE</u>
3. <u>Load Profile Metering</u>	
<u>Pulse Output Service</u>	
With an existing Electronic Demand Meter	\$ 5.00 per month
Without an existing Electronic Demand Meter	\$13.00 per month
Installation Fee (payable with first monthly payment)	\$70.00
Removal Fee (if removed within 90 days of installation)	\$60.00
<u>Load Profile Recording Service</u>	
With an existing Electronic Demand Meter	\$17.50 per month
Without an existing Electronic Demand Meter	\$25.50 per month
Installation Fee (payable with first monthly payment)	\$80.00
Removal Fee (if removed within 90 days of installation)	\$60.00
4. <u>Special Meter Test</u>	
Non-Residential	Actual Labor & Mileage Rates
Residential	Not to Exceed \$30.00
 <u>RULE F</u>	
Field Visit	\$20.00
Service Connection Charge:	
Regular Business Hours ⁽¹⁾	
Schedules 1, 7, 9	\$20.00
Schedules 15, 19, 24, 40, 41, 42	\$40.00
Non Regular Business Hours	
Tier 1 ⁽²⁾	
Schedules 1, 7, 9	\$ 45.00
Schedules 15, 19, 24, 40, 41, 42	\$ 65.00
Tier 2 ⁽³⁾	
Schedules 1, 7, 9	\$ 80.00
Schedules 15, 19, 24, 40, 41, 42	\$100.00

(1) Customer request between 7:30 a.m. to 6:00 p.m., Monday-Friday, except Company recognized holidays.

(2) Customer request between 6:01 p.m. to 9:00 p.m., Monday-Friday. Company recognized holidays and weekends between 7:30 a.m. to 9:00 p.m.

(3) Customer request for between 9:01 p.m. to 7:29 a.m., Monday-Friday. Company recognized holidays and weekends between 9:01 p.m. to 7:29 a.m.

SCHEDULE 66
MISCELLANEOUS CHARGES
 (Continued)

<u>RULE F (Continued)</u>	<u>CHARGE</u>
Unauthorized Reconnection	\$ 50.00
Returned Check	\$ 20.00
Fractional Period Minimum Billings	
Schedules 1 and 7	\$ 3.00
Schedules 9 and 19 Secondary	\$ 5.00
Schedules 9 and 19 Primary & Transmission	\$ 10.00
Schedule 24	\$ 3.00
Schedule 15	\$ 3.00
Schedule 40	\$ 1.50
 <u>RULE H</u>	
Temporary Service Return Trip	\$ 35.00

SCHEDULE 78
RESIDENTIAL ENERGY CONSERVATION
PROGRAM

AVAILABILITY

This schedule is available throughout the Company's service area within the State of Oregon to residential Customers who qualify for the Residential Energy Conservation Program.

DEFINITIONS

Cash Payment means a payment made by the Company to the dwelling owner or to the contractor on behalf of the dwelling owner for energy conservation measures.

Commission means the Oregon Public Utility Commission.

Cost-Effective means that an energy conservation measure that provides or saves a specific amount of energy during its life cycle results in the lowest present value of delivered energy costs of any available alternative. However, the present value of the delivered energy costs of an energy conservation measure shall not be treated as greater than that of a non-conservation energy resource or facility unless that cost is greater than 110 percent of the present value of the delivered energy cost of the non-conservation energy resource or facility.

Dwelling means real or personal property within the state inhabited as the principal residence of a dwelling owner or a tenant including a mobile home, a floating home and a single unit in multiple-unit residential housing, but not a recreational vehicle.

Dwelling Owner means the person who has legal title to a dwelling, including the mortgagor under a duly recorded mortgage of real property, the trustor under a duly recorded deed of trust or a purchaser under a duly recorded contract for the purchase of real property, and whose dwelling receives space heating from the Company.

Eligible Customer means any Customer receiving residential service. Responsibility for furnishing the energy audit lies within the utility providing the primary source of space heating energy. If the Company is not the primary supplier of space heating energy, it may discharge its energy audit obligation by arranging for the primary supplier of space heating energy to perform the energy audit.

Energy Audit means:

1. The measurement and analysis of the heat loss and energy utilization efficiency of a dwelling.
2. An analysis of the energy savings in mills per kWh and dollar savings potential that would result from providing energy conservation measures for the dwelling.
3. An estimate of the cost of the energy conservation measures including labor for the installation of items designed to improve the space heating and energy utilization efficiency of the dwelling and the items installed.
4. A determination of whether the energy conservation measure is cost effective.

SCHEDULE 78
RESIDENTIAL ENERGY CONSERVATION
PROGRAM
(Continued)

DEFINITIONS (Continued)

5. A preliminary assessment, including feasibility and a range of costs, of the potential and opportunity for installation of passive solar space heating and solar domestic water heating in the dwelling, and solar swimming pool heating, if applicable.

Energy Conservation Measures means measures that include the installation of items and the items installed to improve the space heating and energy utilization efficiency of a dwelling. These items include but are not limited to, caulking, weatherstripping and other infiltration preventative materials, ceiling insulation, crawl space insulation, vapor barrier materials, timed thermostats (except when used with heat pumps), insulation of heating ducts, hot water pipes and water heaters in unheated spaces, storm doors and windows and double glazed windows. Energy Conservation Measures does not include the dwelling owner's own labor.

Residential Customer means dwelling owner or tenant who is billed by the Company for electric service received at the dwelling.

Residential Space Heating Customer means a residential Customer who uses electricity as the primary source of space heating.

Space Heating means the heating of living space within a dwelling.

Tenant means a tenant as defined in ORS 91.705 or any other tenant.

NOTIFYING CUSTOMER OF PROGRAM

Upon approval by the Commission of the Company's Residential Energy Conservation Program, the Company shall promptly implement the program by sending a notice described in this section to all its Residential Customers and shall give similar notice at least once every year thereafter.

The Company will mail to a dwelling owner an offer to provide financing for Energy Conservation Measures when a tenant who is a residential space heating Customer requests that the offer be mailed to the dwelling owner, and furnishes the dwelling owner's name and address with the request.

The Notice Shall Set Forth:

1. That assistance and technical advice regarding energy conservation is available from the Company including an energy audit of a dwelling without direct charge if requested by the Residential Customer.
2. That financing for Energy Conservation Measures is available from the Company to an eligible dwelling owner in the form of a loan or cash payment.
3. That provides an address and telephone number that the Customer can call to obtain these services from the Company.

SCHEDULE 78
RESIDENTIAL ENERGY CONSERVATION
PROGRAM
(Continued)

ENERGY AUDIT

The Company will provide, within 60 days of a request by a residential space heating Customer or a dwelling owner, assistance and technical advice concerning various methods of saving energy in that Customer's or dwelling owner's dwelling, including, but not limited to an energy audit.

The energy audit shall include:

1. The measurement and analysis of the heat loss and energy utilization efficiency of a dwelling.
2. An analysis of the energy savings in mills per kWh and dollar savings potential that could result from providing Energy Conservation Measures for the dwelling.
3. An estimate of the cost of the Energy Conservation Measures including labor for the installation of items designed to improve the space heating and energy utilization efficiency of the dwelling excluding the dwelling owner's own labor, and the items installed.
4. A determination of whether the Energy Conservation Measure is cost-effective.
5. A preliminary assessment, including feasibility and a range of costs, of the potential and opportunity for installation of passive solar space heating and solar domestic water heating in the dwelling and solar swimming pool heating, if applicable.

If the dwelling requested to be audited is a rental unit, the audit shall include a heating cost estimate using average temperatures and typical lifestyles. A statement shall be included to the effect that a household's energy bill will contain charges for uses in addition to space heating. Such heating cost estimate and statement shall be displayed on the audit or a separate document suitable for conspicuous posting.

Upon a dwelling owner's request, the Company will provide information relative to the specific site of a dwelling with access to water resources that have hydroelectric potential, wind (which means the natural movement of air at an annual average speed of at least 8 miles an hour) and a resource area known to have geothermal space heating potential.

If sufficient data is not available to provide a valid audit based upon normal energy consumption, the Company shall make a reasonable estimate of such consumption for the purpose of completing the audit.

COST-EFFECTIVENESS GUIDELINE

"Cost-effective", as defined in Oregon Laws 1981, Chapter 778, relates an Energy Conservation Measure's cost, life cycle and the cost of alternative energy facilities.

SCHEDULE 78
RESIDENTIAL ENERGY CONSERVATION
PROGRAM
(Continued)

COST-EFFECTIVENESS GUIDELINE (Continued)

The following Energy Conservation Measures are determined to be always cost-effective:

1. Caulking
2. Weatherstripping
3. Ground cover, when installed in conjunction with under-floor insulation
4. Vapor barrier materials, when installed in conjunction with wall, ceiling, or under-floor insulation
5. Timed (set-back) thermostats (except when used with heat pumps)
6. Water heater, steam pipe, hot and cold water pipe-wraps
7. Dehumidifiers, when installed in conjunction with storm windows and doors, and caulking and weatherstripping of all openings allowing infiltration
8. Attic ventilation, excluding power ventilators, when installed in conjunction with ceiling insulation

The following Energy Conservation Measures shall be deemed to have the following life cycles:

1. Attic, ceiling, wall and under-floor insulation: 30 years
2. Insulation of walls in heated basements: 30 years
3. Insulation of heating system supply and return air ducts: 30 years
4. Thermal doors: 30 years
5. Storm windows: 15 years
6. Replacement windows meeting the requirements of Chapter 53 of the Oregon Residential Energy Code: 25 years
7. Storm doors: 7 years

COST-EFFECTIVE COMPUTATIONS

Energy Conservation Measures having an expected life cycle of 7 years shall be considered Cost-Effective if the installed cost is less than 29.3¢ per annual kilowatt hour saved. Energy Conservation Measures having an expected life cycle of 15 years, 25 years, and 30 years shall be considered Cost-Effective if the installed cost is less than 52.3¢ per annual kilowatt hour saved, 71.5¢ per annual kilowatt hour saved, and 78.3¢ per annual kilowatt hour saved, respectively.

SCHEDULE 78
RESIDENTIAL ENERGY CONSERVATION
PROGRAM
 (Continued)

FINANCING

The Company will provide financing for Energy Conservation Measures at the request of a dwelling owner who occupies the dwelling as a residential space heating Customer or rents the dwelling to a tenant who is a residential space heating Customer if the dwelling has an electrical space heating system, installed and operational, which is designed to heat the living space of the dwelling. The financing program shall give the eligible dwelling owner a choice between a cash payment or a loan. As a condition of eligibility for either a cash payment or a loan, an Energy Audit of the dwelling will be required in order to determine which Energy Conservation Measures are Cost-Effective.

The Company will offer to all qualifying owners a choice between the following levels of assistance:

COST EFFECTIVE MEASURES

1. A loan by the Company not to exceed \$5,000, upon approved credit, to be used to pay for the Energy Conservation Measures over a period of time not to exceed 10 years. Minimum monthly payment will be \$15. Interest will be paid at a 6½ percent annual rate for the cost of those measures, or a portion of the cost thereof, which are in accordance with the Cost-Effectiveness criteria of this schedule; or

2. A cash payment to the dwelling owner for 25 percent of the Cost-Effective portion of the Energy Conservation Measures recommended, including installation (but not including the dwelling owner's own labor), not to exceed the cost of the measure, up to a maximum cash payment of \$1,000.

If the dwelling is a rental unit, the following additional assistance is available to qualifying dwelling owners beginning in the tax year after December 31, 1985:

1. If the loan under 1 above is selected, the dwelling owner shall be liable to repay to the utility the loan amount minus the present value of the tax credits to Idaho Power established pursuant to ORS 469.185 to 469.225; or

2. If the cash payment under 2 above is selected, the cash payment shall be supplemented by an amount equal to the present value of the tax credits to Idaho Power established pursuant to ORS 469.185 to 469.225.

NON COST EFFECTIVE MEASURES

1. A loan arranged or issued by the Company for the non Cost-Effective portion of Energy Conservation Measures not to exceed the difference between \$5,000 and the amount loaned under paragraph 1 above. Measures over a period of time not to exceed 10 years. Interest will be paid at the annual rate established by the Public Utility Commission of Oregon and the minimum monthly payment will be \$15.

SCHEDULE 78
RESIDENTIAL ENERGY CONSERVATION
PROGRAM
(Continued)

FINANCING (Continued)

An eligible dwelling owner may obtain up to \$5,000 in loans or \$1,000 in cash payments for each dwelling. For any dwelling, whenever the combined interest rate computed for both Cost-Effective and Non Cost-Effective measures financed under this schedule exceeds 12 percent, the interest rate for the loan financing the Non Cost-Effective measures shall be recomputed so that the combined rate for the two loans equals 12 percent.

A dwelling owner who acquires a dwelling for which a previous loan was obtained under the program may obtain a loan or cash payment for Energy Conservation Measures for the newly acquired dwelling under circumstances including, but not necessarily limited to, when (a) the new dwelling owner chooses the same financing option chosen by the previous dwelling owner who obtained financing under this program; and (b) there remain Cost-Effective Energy Conservation Measures to be undertaken with regard to the dwelling. Provided, however, there may be no more than two loans or cash payment for each dwelling.

No cash payment shall be allowed or paid for the cost of Energy Conservation Measures provided more than one year before the date of the application for payment.

The Company shall charge or bill a dwelling owner on the periodic utility bill for the loan repayment of those Energy Conservation Measures installed.

A dwelling owner served by the Company who applies for financing of Energy Conservation Measures, may use an Energy Audit obtained from the Company under Oregon Laws, 1977, Chapter 889, before November 1, 1981, without obtaining a new energy audit.

Energy Conservation Measures installed in conjunction with construction of a new dwelling or construction which increases or otherwise changes the living space in the dwelling such as an addition, substantial alteration or remodeling, shall not be financed under the financing program.

CREDIT APPLICATIONS AND SECURITY FOR LOANS

Dwelling owners who desire loan financing will complete and sign a credit application. The Company will investigate credit applications in-house or through commercial credit rating bureaus and shall approve or reject applications. If credit is approved by the Company, the dwelling owner shall sign a promissory note in an amount not to exceed the cost of the Energy Conservation Measures, which promissory note shall bear interest at the rate or rates specified above. The Company will prepare and provide all documents necessary to complete financing arrangements.

OTHER SERVICES

The Company shall verify through post-installation inspections that Energy Conservation Measures financed by the Company are installed in a workmanlike manner.

The Company shall not disburse any funds used for principal payment until such post-installation inspections have been completed.

SCHEDULE 79
LOW INCOME WEATHERIZATION
PROGRAM

AVAILABILITY

Service under this schedule is available to agencies throughout the Company's service area within the State of Oregon participating in the Low Income Weatherization Assistance Program administered by the Oregon Housing & Community Services Department. Service under this schedule is subject to the provisions of the signed Agreement between the agency and the Company.

APPLICABILITY

Service under this schedule is applicable to qualifying energy conservation measures installed in single- and multi-family residential dwellings, including mobile homes, which have permanently wired electric space heating of 5 watts or more per square foot. Service is also applicable to qualifying energy conservation measures installed in buildings which have permanently wired electric space heating of 5 watts or more per square foot, which are occupied by private, non-profit organizations which serve primarily low-income clientele, and which have obtained a 501(c)(3) tax exempt status. Energy conservation measures installed must meet the qualifying specifications of the Low Income Weatherization Assistance Plan administered by the Oregon Housing and Community Services Department. Qualifying energy conservation measures are those specified in the Low Income Weatherization Assistance Plan, except that repair or replacement of fossil fuel furnaces and installation of plastic window coverings do not qualify under this schedule.

GRANTS TO AGENCIES

The Company will determine the amount of annual grant funds available to each participating agency each year in accordance with the provisions of the Agreement. Funds will be distributed to a participating agency upon demonstration by the agency that qualifying conservation measures have been installed in a dwelling. Grant funds made available to an agency but not distributed to that agency during the current year may not be carried forward to the next year.

The Company grant funds may be used to fund up to 85 percent of the total cost of qualifying conservation measures installed in a dwelling provided at least 15 percent of the total cost of qualifying conservation measures if funded by the Department of Energy

Non-Profit 501(c)(3) Buildings: The Company will make funds available for the installation of weatherization measures in qualifying non-profit 501(c)(3) buildings in accordance with the provisions of the Agreement. The Company funds may be used to fund up to 100 percent of the total cost of qualifying conservation measures.

In addition to weatherization funds, the Company will provide to each agency an administrative payment equal to 10 percent of the portion funded by the Company for each dwelling or building for which weatherization was completed with the assistance of Company funds.

SCHEDULE 82
COMMERCIAL ENERGY
CONSERVATION
SERVICES PROGRAM

AVAILABILITY

Service under this schedule is available throughout the Company's service area within the State of Oregon to commercial building Customers who qualify for the commercial energy conservation services program.

APPLICABLE

Service under this schedule is applicable to all commercial Customers who qualify under Senate Bill 111 or OAR 860-30-040 et seq., provided the Customer meets the provisions of service set forth herein.

DEFINITIONS

Commercial Building means a public building as defined in ORS 456.746.

Commercial Building Customer means the owner or tenant of a commercial building who is responsible for paying electricity costs of the building whether they are billed under General Service Schedules 7 or 9, or schools billed under Schedule 19, or commercial portions of industrial plants billed under other schedules.

Commercial Energy Audit means the service provided to a commercial building Customer which includes on-site data gathering, energy use analysis, and a report to the Customer recommending energy conservation measures, and an estimate of the cost/benefit of those measures.

Commercial Energy Auditor or Level I Auditor means a person who is qualified through general training and experience and who has demonstrated a general knowledge of heat transfer principals, construction terms and components, energy efficient operations and maintenance procedures, boiler and furnace efficiency improvements, infiltration controls, envelope weatherization, heating, ventilating, and air conditioning (HVAC) systems, electric control systems, lighting systems, solar insolation, and applicable energy conservation measures.

Commercial Energy Specialist or Level II Auditor means a person who is qualified through specialized training and experience, such as an engineer, architect or other specialist, who has demonstrated knowledge and abilities of a qualified commercial energy auditor, and who can in addition; (a) perform calculations of energy use analysis; (b) perform calculations of energy efficiencies of HVAC, lighting, plumbing, water, steam, control, or electrical systems; and (c) can prepare technical reports of net energy savings for energy conservation measures.

Conservation Services means those services specified in Oregon Laws 1981, Chapter 708, Sections 3(1) and 15(1)-3.

Energy Conservation Measures means conservation measures which generally require greater investment than operation and maintenance practices and typically have a payback period longer than one year. These measures include, but are not limited: (a) infiltration controls, (b) heating, ventilating, and air conditioning (HVAC) system modifications, (c) heat recovery devices, (d) envelope weatherization, (e) automatic control systems, (f) solar water heaters, (g) water heating heat pumps, (h) lighting system improvement, and (i) furnace and boiler efficiency improvement.

SCHEDULE 82
COMMERCIAL ENERGY
CONSERVATION
SERVICES PROGRAM
(Continued)

DEFINITIONS (Continued)

Operation and Maintenance Practices means practices that are presumed to be cost effective if there is little or no cost associated with the item and the simple payback period is less than one year. These practices include, but are not limited to: temperature setbacks, water flow reductions, reduced use of ancillary systems, or reduced use when a building is unoccupied, repairing air duct leaks, and steam system and furnace or boiler maintenance.

COMMERCIAL ENERGY AUDIT PROGRAM

The Company shall have available, upon request, information about energy saving operations and maintenance measures for commercial buildings. The information will be tailored to special classes of commercial building Customers.

The Company will notify annually by mail each Commercial Building Customer of the availability of information and materials about energy conservation and of Commercial Energy Audit services. New Commercial Building Customers shall be given this information and offered services at the time of application for electric service.

The Company will advise each audited Commercial Building Customer of estimated energy savings, the estimated reduction of electric service billings that would be realized during the first year, and an estimate of the cost/benefit of items recommended.

SCOPE OF THE AUDIT

When the Company receives a Commercial Energy Audit request from a Commercial Building Customer who uses an average of less than 4,000 kWh of electricity per month on a yearly basis, a qualified Company Commercial Energy Auditor will perform an onsite Commercial Energy Audit to collect data and evaluate Energy Conservation Measures including, but not limited to: (a) operations and maintenance practices, (b) simple automatic control systems, (c) envelope weatherization, (d) infiltration controls, and (e) lighting system improvements.

When the Company receives a request from a Commercial Building Customer who uses an average of more than 4,000 kWh of electricity per month on a yearly basis, the Company may use a Commercial Energy Specialist to perform a Commercial Energy Audit and evaluate more complex Energy Conservation Measures such as sophisticated automatic control systems, furnace and boiler efficiency improvements, heat recovery devices, HVAC system modifications, lighting system improvements, and solar water heaters or water heating heat pumps. The Commercial Building Customer shall be furnished an estimate of the total cost of the Commercial Energy Audit and the amount of reimbursement to be received from the Company.

Company reports to a Commercial Building Customer will include as a minimum: a brief description of the building's systems which consume energy and their overall condition; an energy use analysis; recommended operations and maintenance practices; Energy Conservation Measures including a description of each measure, and its estimated costs and dollar savings for the first year. Estimated net energy savings will be calculated. Information about the availability of state and federal tax credits and low cost financing options for the Commercial Building Customer will also be included.

SCHEDULE 82
COMMERCIAL ENERGY
CONSERVATION
SERVICES PROGRAM
(Continued)

SCOPE OF THE AUDIT (Continued)

If a Commercial Building Customer qualifies for equal or better audit services under another federal, state, or local government or utility program, the Company will refer the Commercial Building Customer to that program. Utilization of such services shall be at the option of the Customer.

FEES

There will be no charge to the Commercial Building Customer for a Commercial Energy Audit performed by a Commercial Energy Auditor. If it is necessary to utilize a commercial energy specialist to evaluate more complex Energy Conservation Measures, the Company may ask the Commercial Building Customer to participate in the costs to be incurred in performing the Commercial Energy Audit. Participation by the Commercial Building Customer in the costs to be incurred shall be in accordance with a prior, written agreement between the Commercial Building Customer and the Company. The Company will contribute toward the cost of performing the Commercial Energy Audit, an amount no less than the average amount contributed toward a Commercial Energy Audit performed by a Company Commercial Energy Auditor.

COORDINATION OF UTILITIES

Where more than one energy supplier serves a building, the Company will cooperate with other suppliers in conducting a joint analysis and preparing combined recommendations for the Customers.

If the Commercial Building Customer uses oil, wood, or a renewable resource in the building, the Company shall make reasonable efforts to determine or estimate previous energy use for that energy system, and shall evaluate the operations and maintenance aspects of the system. Where the practices and systems seem to warrant attention beyond the capability of the Commercial Energy Auditor or Specialist, the Customer shall be referred to the oil or wood supplier, qualified contractor, engineer, or architect.

RULES AND REGULATIONS

Service under this schedule is subject to the Rules and Regulations contained in the Tariff of which this schedule is a part and to those prescribed by regulatory authorities.

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
STANDARD RATES

AVAILABILITY

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

APPLICABILITY

Service under this schedule is applicable to any Seller who owns or operates a Facility with a nameplate capacity of 1 MW or less.

DEFINITIONS

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

Commission means the Public Utility Commission of Oregon.

Designated Dispatch Facility is the Company's Boise Bench dispatch center.

Disconnection Equipment means any device or combination of devices located on the interconnection between the Facility and the Company's system by which the Company can manually and/or automatically interrupt the flow of power from the Facility to the Company's system.

Energy means electric energy, expressed in kilowatt-hours to be delivered by the Seller to the Company in accordance with the conditions of this Schedule.

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

Interconnection Facilities means all facilities required to be installed solely to interconnect and deliver Energy from the Facility to the Company's system, including, but not limited to, connection, transformation, switching, metering, relaying, communications and safety equipment.

Interruptible Power means electric energy or capacity supplied by the Company to a Seller subject to interruption by the Company under certain specified conditions.

Maintenance Power means electric energy or capacity supplied to a Seller by the Company during scheduled outages of a Facility.

Point of Delivery means the location where the Company's and the Seller's electrical facilities are connected.

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
STANDARD RATES
 (Continued)

DEFINITIONS (Continued)

Prudent Electrical Practices means those practices, methods and equipment that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.

Seller means any individual, partnership, corporation, association, governmental agency, political subdivision, municipality or other entity that owns or operates a Facility and sells Energy to the Company.

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

Special Facilities means those additions and alterations to the Company's system which the Company, consistent with Prudent Electrical Practices, determines are required to interconnect the Facility to the Company's system.

Standby Power means electrical energy or capacity supplied by the Company during an unscheduled outage of the Facility to replace energy and capacity consumed by the Seller which is ordinarily supplied by a Facility's own generation equipment.

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

PURCHASE PRICE

1. Payments for Energy purchases made under this schedule will be made monthly. The total payment for Energy delivered and accepted at the Point of Delivery during the month will be calculated in accordance with the following:

- a. Monthly Payment = kWh delivered and accepted x Energy Rate
- b. When the purchase meter is not read at the same time as the retail meter, a Customer accounting and meter reading charge of \$4.00 per month will be deducted from the monthly payment.

2. The rates to be used to calculate the monthly payment are as follows (in mills per kWh):

	<u>Aug-April</u>	<u>May-July</u>
On-Peak Hours	55.9	41.6
Off-Peak Hours	30.5	24.1
Weighted	45.0	34.1

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
STANDARD RATES
(Continued)

PURCHASE PRICE (Continued)

On-peak hours are from 7:00 a.m. to 11:00 p.m. Mountain Time Monday – Saturday; Off-peak hours are 11:00 p.m. to 7:00 a.m. Mountain Time Monday – Saturday and all 24 hours on Sunday. The Weighted rate is based on the ration of on-/off-peak hours. The Weighted rate will be used for accounts with small generation amounts, where it is uneconomic to install time-of-use metering.

3. The length of any contract made in conjunction with purchases under this schedule will not exceed five years.

CONDITIONS OF PURCHASE AND SALE

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

1. Except as otherwise provided in this schedule, the Company will purchase all of the Energy that the Seller delivers to the Company.

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

a. Submit proof to the Company that all licenses, permits or approvals necessary for the Seller's operations under this schedule have been obtained from applicable federal, state or local authorities.

b. Make payment to the Company for all costs of Disconnection Equipment, metering equipment and Special Facilities furnished by the Company.

c. Obtain written acceptance from the Company as provided in paragraph 5.

d. Submit proof to the Company of all insurance required by paragraph 15.

e. Demonstrate to the Company's satisfaction that the Seller's Facility has been completed, and that all features and equipment of the Facility are capable of operating safely to commence deliveries of electric energy into the Company's system.

f. Submit to the Company a statement from a licensed professional engineer certifying that the design of and equipment in the Facility and Seller-furnished Interconnection Facilities comply with the standards of this Agreement and with Prudent Electrical Practices.

g. Obtain written confirmation from the Company that all conditions to interconnection have been fulfilled. Such confirmation shall not be unreasonably withheld by the Company.

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
STANDARD RATES
(Continued)

CONDITIONS OF PURCHASE AND SALE (Continued)

3. The Seller and the Company shall each indemnify the other, their respective officers, agents, and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying party's construction, ownership, operation or maintenance of, or by failure of, any of such party's works or facilities used in connection with purchases under this schedule. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.

4. The Company will, unless otherwise ordered by the Commission, provide Standby, Maintenance, Interruptible or supplementary power to the Seller.

5. Except for Special Facilities, metering equipment, and Disconnection Equipment, the Seller shall construct, install, own, and maintain all Interconnection Facilities. To assure that the Facility and Seller-furnished Interconnection Facilities are compatible with the Company's system, the Seller shall submit the designs, plans, specifications and performance data for the Facility and Seller-furnished Interconnection Facilities to the Company for review and acceptance. The Company's acceptance shall not be construed as confirming or endorsing the design, or as a warranty of safety, durability, or reliability of the Facility.

6. Unless otherwise agreed by the Company and the Seller, the Company will, at the Seller's expense, provide, install, own, operate, and maintain all Disconnection Equipment. The Company will establish the settings of Disconnection Equipment to disconnect automatically from the Facility for the protection of the Company's system and personnel consistent with Prudent Electrical Practices. Except as otherwise required by Prudent Electrical Practices, Disconnection Equipment will be designed so that the closure of any breaker or other disconnecting device which connects the Facility to the Company's system shall be controlled by equipment which will perform the following:

- a. Automatically monitor the status of the electrical system on the Company's side of the disconnecting device as to voltage and frequency; and
- b. Prohibit closure or reconnection until voltage and frequency have been within approved limits for a continuous period of not less than 5 minutes; and
- c. Operate so that if the Company's system is de-energized within 10 seconds after the initial closure of the disconnecting device, the disconnecting device will immediately open and not close again until the Company has been satisfied that the Company can safely reclose the Disconnecting Equipment.

If the Seller attempts to modify, adjust or otherwise interfere with the Disconnection Equipment or its settings as established by the Company, such action may be grounds for the Company's refusal to continue purchases from the Seller under this schedule.

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
STANDARD RATES
(Continued)

CONDITIONS OF PURCHASE AND SALE (Continued)

7. The Company shall procure, install, own, and maintain meters to record power flows to the Company. All acquisition, installation, maintenance, inspection and testing costs relating to meters installed to measure the Seller's generation shall be borne by the Seller. Any metering costs incurred by the Company for load research or other purposes shall be borne by the Company.

8. The Seller shall use its best efforts to minimize voltage swings and to maintain voltage levels acceptable to the Company.

The Seller shall maintain at the Facility or such other location mutually acceptable to the Company and the Seller, adequate metering and related power production records, in a form and content recommended by the Company.

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

10. The Seller shall construct, operate and maintain the Facility and the Seller-Furnished Interconnection Facilities in accordance with the written standards supplied by the Company to the Seller, Prudent Electrical Practices, the National Electric Safety Code and any other applicable local, state, and federal codes. If, in the reasonable opinion of the Company, the Seller's operation of the Facility or Interconnection Facilities is unsafe or may otherwise adversely affect the Company's equipment, personnel, or service to its Customers, the Company may physically interrupt the flow of energy from the Facility or take such other reasonable steps as the Company deems appropriate. The Seller shall provide and maintain adequate protective equipment sufficient to prevent damage to the Facility and the Seller-Furnished Interconnection Facilities.

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

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

13. The Company shall not be obligated to accept, and the Company may require the Seller to curtail, interrupt or reduce deliveries of energy if the Company, consistent with Prudent Electrical Practices, determines that curtailment, interruption or reduction is necessary because of line construction or maintenance requirements, emergencies, or other critical operating conditions on its system.

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
STANDARD RATES
(Continued)

CONDITIONS OF PURCHASE AND SALE (Continued)

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

15. The Seller shall secure and continuously carry liability insurance coverage including, or equivalent to, comprehensive liability insurance policies for both bodily injury and property damage liability in the amount of \$1,000,000 combined single limit.

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

16. The Seller will grant to the Company all necessary rights of way and easements to install, operate, maintain, replace and remove the Company's metering and other facilities necessary or useful for transactions under this Schedule including adequate and continuing access rights on property of the Seller. The Seller warrants that it has procured sufficient easements and rights of way from third parties as are necessary to provide the Company with the access described above. The Seller will execute such other grants, deed or documents as the Company may require to enable it to record such rights of way and easements.

SCHEDULE 87
BONNEVILLE POWER ADMINISTRATION
(BPA) CONSERVATION & RENEWABLES
DISCOUNT PROGRAMS

This schedule describes the Customer options offered by the Company and funded by the Bonneville Power Administration (BPA) Conservation and Renewables Discount Program (C&RD).

REBATE ADVANTAGE MANUFACTURED HOME INCENTIVES PROGRAM

AVAILABILITY

This program is available to a Customer who signs a sales agreement for a new Super Good Cents® or ENERGY STAR® all-electric manufactured home. Sales of used homes or indirect sales of new homes are not eligible for this program. Applications to participate in the program are available through local manufactured home dealers. Incentives will be available on a first-come, first-served basis. The program will be effective through September 30, 2006 or until the C&RD funding for this program is exhausted, whichever is earlier.

APPLICABILITY

This program is applicable to homes manufactured by a Northwest Energy Efficient Manufactured Home Program (NEEM) manufacturer. In order to participate in the program, the home must be served under a residential electric service schedule and be sited in the Company's Oregon service territory.

SERVICE PROVIDED

A \$300 incentive is provided by the Company to Customers who purchase a new Super Good Cents® or an ENERGY STAR® all-electric manufactured home. A sales consultant who sells the home will be eligible for a \$75 sales bonus per home.

ENERGY HOUSE CALLS FOR MANUFACTURED HOMES PROGRAM

AVAILABILITY

This program is available to a Customer who lives in a manufactured or mobile home that is heated with an electric furnace or heat pump. The program will be effective through September 2005 or until the C&RD funding for this program is exhausted, whichever is earlier.

APPLICABILITY

This program is applicable to Customers who own or rent a manufactured or mobile home. Renters must receive prior written approval from landlords to participate in the program. The Company shall have the sole right to determine whether the service is cost-effective. The Company also retains the right to not authorize service at homes deemed to be structurally unsound or posing other hazardous conditions.

SCHEDULE 87
BONNEVILLE POWER ADMINISTRATION
(BPA) CONSERVATION & RENEWABLES
DISCOUNT PROGRAMS

ENERGY HOUSE CALLS FOR MANUFACTURED HOMES PROGRAM (Continued)

SERVICE PROVIDED

The Customer may schedule a free Energy House Call by either contacting a Company-approved certified contractor, or positively responding to an offer from a certified contractor. The certified contractor will test the duct system for leaks. If a leak exists, the contractor will seal the leak at no charge according to regional standards outlined by the BPA. In addition, program participants will receive the following free services: three compact fluorescent light bulbs, two air filters, a water heater temperature check and education information about energy efficiency.

SCHEDULE 90
DIRECT ACCESS PILOT PROGRAM
ENERGY SERVICE

AVAILABILITY

Service under this schedule is available in all territory in the State of Oregon outside the Company's allocated Oregon service territory where direct access pilot programs are in effect.

APPLICABILITY

Service under this schedule applies to customers who have viable alternatives to incumbent utility service under direct access pilot programs to purchase energy services from an electric energy service supplier for delivery to the system of the customer's electric delivery provider.

SPECIAL TERMS AND CONDITIONS

This tariff shall incorporate by reference any codes of conduct or terms and conditions approved by the Commission relating to electric energy service supplier participation in direct access pilot programs including, but not limited to, all cost reporting and accounting requirements for public utility electric energy service suppliers.

PRICES

Pricing under this tariff shall be market-based. The Company shall price in a manner that will not violate state or federal antitrust laws.

The Company shall price its services:

- a. to cover at least the relevant costs during the term of service, and
- b. to assure that just and reasonable rates are established for the Company's Customers in its allocated Oregon service territory.

SCHEDULE 95
ADJUSTMENT FOR MUNICIPAL
EXACTIONS

PURPOSE

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

APPLICABILITY

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

ADJUSTMENT

The rates and charges for Electric Service provided under the Company's schedules will be proportionately increased by the following adjustments within the municipality on and after the effective date of the applicable municipal ordinance:

<u>Municipality</u>	<u>Effective Date Of Ordinance</u>	<u>Adjustment Over 3.5%</u>
City of Ontario	October 1, 1995	1.5% Franchise Tax
City of Huntington	May 29, 2003	1.0% Franchise Tax

SCHEDULE 98
RESIDENTIAL AND SMALL FARM
ENERGY CREDIT

APPLICABILITY

This schedule is applicable to the qualifying electric energy delivered to residential Customers taking service under Schedule 1 and to agricultural Customers operating a water pumping or water delivery system used to irrigate agricultural crops or livestock pasturage under Schedule 24.

The Residential and Small Farm Energy Credit (Credit) is the result of the Settlement Agreement between the Company and BPA dated October 31, 2000. The Settlement Agreement provides for the determination of benefits during the period October 1, 2001 through September 30, 2006. The Credit under this schedule is effective October 26, 2001. This schedule shall expire when the benefits derived from the Settlement Agreement for the period October 1, 2001 through September 30, 2006 have been credited to customers as provided for under this schedule, but no later than December 31, 2006.

QUALIFYING ELECTRIC ENERGY

All kWh of energy delivered during the Billing Period to residential Customers taking service under Schedule 1 qualifies for the Credit under this schedule. The kWh of energy delivered during the Billing Period to applicable agricultural Customers taking service under Schedule 24 which qualifies for the Credit under this schedule is limited to either the agricultural Customer's actual metered energy or 222,000 kWh, whichever is less. Agricultural Customers will be identified by tax identification number or Social Security Number for purposes of determining qualifying electric energy under this schedule.

CREDIT ADJUSTMENT

An energy credit factor for residential Customers will be computed every six months – each time BPA changes its RL rate. The energy credit factor is determined by dividing the sum of monthly benefit derived from the Settlement Agreement for each month of the six-month rate period by the sum of the projected monthly kWh of energy consumption by residential Customers. The current computation of the energy credit factor is \$0.003139/kWh. An energy Credit equal to the current factor times the qualifying kWh of electric energy for the Billing Period will be included on each residential Customer billing.

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

SCHEDULE 99
CONTRACT RATES

This schedule describes generally the contracts between the Company and Customers at rates other than those contained in standard tariff schedules. These descriptions do not include all terms and conditions in the contracts and are intended only as summaries. In the event of any ambiguity or conflict between the summaries in this schedule and the substantive provisions of the special contracts, the terms of the special contracts shall be controlling. The Company maintains for public inspection copies of special contracts at offices where tariffs are available.

APPLICABILITY

This schedule is applicable to those customers who demonstrate that they meet the eligibility criteria listed below:

CONTRACTS1. HOLY ROSARY HOSPITAL - ONTARIO

Effective Date: August 23, 1996

Term: 1 year from the initial date then month to month

Monthly Price:

Capacity Charge: \$1.15 per contracted kW of capacity

Facilities Charge: 1.7 percent times the Company's investment in the automatic switching device

Special Conditions: Service under this agreement provides a second distribution circuit to back up the regular distribution circuit through an automatic switching device.

Eligibility Criteria: Customers who take Primary Service under Schedule 9 or Schedule 19 are eligible for alternative distribution service.

2. THE AMALGAMATED SUGAR COMPANY - NYSSA

Effective Date: November 1, 1998

Term: 1 year from the initial date then year to year

Monthly Price:

Standby Contract Demand
\$0.18 per kW of Standby Contract DemandStandby Facilities Contract Demand
\$0.93 per kW of Standby Facilities Contract Demand

SCHEDULE 99
CONTRACT RATES

2. THE AMALGAMATED SUGAR COMPANY - NYSSA (Continued)

Monthly Price (Continued):

Standby Billing Demand Charge

\$2.21 per kW of Standby Billing Demand

Excess Demand

\$0.50 per day for each kW taken in excess of the Total Contract Demand during the months of September through March

\$0.75 per day for each kW taken in excess of the Total Contract Demand during the months of April through August

\$5.00 per kW for the highest Excess Demand recorded during the Billing Period

Energy

The applicable Schedule 19 energy charge

Special Conditions. Service under this agreement provides standby power on a seasonal basis to back up the Customer's on-site generation.

Eligibility Criteria. Customers with a minimum of 4 MW of on-site generation who request standby service on a seasonal basis.