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September 30, 2022

Public Utility Commission of Oregon
Filing Center
201 High Street SE, Suite 100
P. O. Box 1088
Salem, OR 97301

RE: Tariff Advice No. 22-05
Proposed Modification to Add an Automatic Dispatch Option to the Company's
Commercial & Industrial Demand Response Program, Schedule 76

Attention Filing Center:

Idaho Power Company ("Idaho Power" or "Company") hereby respectfully submits this tariff advice to the Public Utility Commission of Oregon ("OPUC" or "Commission") requesting authorization to modify its Commercial and Industrial ("C&I") Demand Response ("DR") program to add an Automatic Dispatch Option to Schedule 76, Flex Peak Program ("Flex Peak" or "Program"). The Program is voluntary for C&I customers who are willing and able to reduce their electrical demand for up to four (4) hours during times of high-risk system need. The proposed changes are intended to make it easier for customers to participate, facilitate increased and/or retain participation, and ultimately provide additional capacity that can be dispatched to meet system load when it is needed most.

Idaho Power requests that the Commission authorize the tariff sheets, included as Attachment 1, as filed with an effective date of February 15, 2023, to provide the Company four months to implement the proposed changes prior to the start of the DR program season on June 15, 2023.

Attached are the following tariff sheets:

Third Revised Sheet No. 76-1	Cancelling	Second Revised Sheet No. 76-1
Second Revised Sheet No. 76-2	Cancelling	First Revised Sheet No. 76-2
Second Revised Sheet No. 76-3	Cancelling	First Revised Sheet No. 76-3
Third Revised Sheet No. 76-4	Cancelling	Second Revised Sheet No. 76-4
Third Revised Sheet No. 76-5	Cancelling	Second Revised Sheet No. 76-5
Original Sheet No. 76-6		
Original Sheet No. 76-7		

BACKGROUND

Idaho Power is a public utility supplying retail electric service to more than 600,000 customers in southern Idaho and eastern Oregon. Idaho Power is subject to the jurisdiction of this Commission in Oregon and to the jurisdiction of the Idaho Public Utilities Commission in its Idaho service area.

The purpose of DR is to minimize or delay the need to build new supply-side resources. The Company's DR programs are designed to be available to meet potential peak-hour system capacity deficits that typically occur during low hydro generation and high load events on Idaho Power's system. Because the deficits are expected to be relatively large in magnitude but short in duration, it can be cost-effective to utilize DR programs rather than building a supply-side resource that would only be required to operate for a small number of hours.

Idaho Power's DR portfolio has three optional programs with one available to each of the three major customer classes. These programs represent approximately 8 percent of Idaho Power's system peak and comprise one of the largest utility DR portfolios in the nation proportionate to its peak demand.

- **The Residential Air Conditioner ("A/C") Cool Credit Program (Schedule 74)** was started as a pilot in 2002 and was fully implemented in 2003. Customers' A/C units, or heat pumps, are controlled using switches that communicate via powerline carrier, and the units are cycled by the Company during an event to reduce load.
- **The Commercial & Industrial Flex Peak Program (Schedule 76)** began in 2009 and was originally managed by a third-party contractor until Idaho Power took over full administration of the program in 2015. Eligible C&I customers that can offer load reduction of at least 20 kilowatts ("kW") manually reduce their nominated load when the Company calls an event without use of direct load control devices.
- **The Irrigation Peak Rewards Program (Schedule 23)** is offered to Schedule 24, Agricultural Irrigation Service, customers in the Company's service area. It is Idaho Power's largest DR program in terms of capacity. Customers can participate with either a manual or automatic dispatch option to turn off irrigation pumps based on the configuration of their equipment when the Company calls an event.

Previously, in Docket No. ADV 1355 filed on November 23, 2021, the Company proposed to modify all three of its DR programs to better meet system capacity needs through program parameter updates, which superseded the 2013 Settlement Agreement that outlined several program restrictions under which the Company was operating the DR programs.¹ The

¹ *In the Matter of Idaho Power Company, Staff Evaluation of the Demand Response Programs*, Docket No. UM 1653, Order No. 13-482 (Dec. 19, 2013).

Commission approved the modifications at its public meeting on February 8, 2022,² and the 2022 DR season was the first season that the DR programs operated with the updated parameters.

It is not uncommon for the Flex Peak Program to gain or lose a few participants each year, regardless of parameter changes. At the end of 2021, there were 139 participating sites and 31 megawatts (“MW”) enrolled on Idaho Power’s system,³ and at the start of 2022, 158 participating sites were enrolled with approximately 29 MW of capacity. Due to the increased number of participants, but the slight decrease in capacity, the Company believes that the updated Program parameters did not have a major impact on participation, meaning that the Flex Peak Program is still well positioned to increase capacity to help meet system needs.

The Flex Peak Program’s season performance and results are reported annually in a program-specific end-of-season report contained in Supplement 2 of the Demand-Side Management (“DSM”) Annual Report. The end-of-season report contains load reduction performance by event, realization rates, participant counts, etc. During the 2022 program season, the Company called seven (7) Flex Peak DR events. The full 2022 Program season results will be reported in March of 2023 when the Company publishes its 2022 DSM Annual Report.

Currently, customers that participate in the Flex Peak Program manually reduce load when the Company calls DR events. Customers nominate on a weekly basis the load they are willing to reduce if an event is called, and their performance in achieving their nominated load reduction is factored into the incentive payments. Customers are notified about four (4) hours before each event and adjust their operations manually to reduce their nominated load by the start of an event. Examples of manual load reduction can be turning off lights or equipment, adjusting HVAC settings, adjusting energy management systems or building controls, etc.

PROPOSED AUTOMATIC FLEX PEAK PARTICIPATION OPTION

The Company is proposing to add a voluntary Automatic Dispatch Option to the Flex Peak Program similar to that of the A/C Cool Credit and Irrigation Peak Rewards programs. Like these other programs, this would involve installing a device on-site either directly on the participating customer’s equipment, connected to a customer’s energy management or building management system, or possibly both. When a DR load control event is called, the Company will continue to notify customers via telephone, text, or email about four (4) hours before an event and will then send a signal to the device(s) located at the customer’s premises at the start of the event to trigger load reduction protocols. Because this method is already utilized in Idaho Power’s other two DR programs, the technology, the process, and the execution of an automatic option is something the Company has experience and familiarity with.

² *Idaho Power’s Advice No. 21-12, Proposed Modifications to the Company’s Demand Response Programs*, Docket No. ADV 1355, Approved Utility Filing Letter (Feb. 8, 2022).

³ Docket No. UM 1710, DSM 2021 Annual Report at 129.

The purpose of adding this option is to increase Program capacity, through increased participation and/or retention, as short-term capacity deficits were identified starting in 2023 in the Company's most recently filed Integrated Resource Plan ("IRP").⁴ This proposal does not impact the availability of the "Manual Dispatch Option", and current and potential customers will still be able to participate in the Flex Peak Program manually if preferred.

As part of the 2021 IRP, the Company identified approximately 100 MW of new DR potential with 40 MW identified by 2025.⁵ Idaho Power believes expanding the Flex Peak Program to include an Automatic Dispatch Option will result in the realization of some of this potential capacity and assist the Company in achieving the DR capacity targets identified in the IRP.

PROPOSED SCHEDULE 76 TARIFF CHANGES

Attachment 1 to this Advice includes the proposed Schedule 76 tariff.

Automatic Dispatch Option

Idaho Power proposes to modify Schedule 76 to incorporate an Automatic Dispatch Option similar to the Company's other two DR programs. The Company proposes that the Automatic Dispatch Option be available to all current and potential customers, subject to the following caveat in the tariff on page 76-1: "The Company shall have the right to accept Participants at its sole discretion based on criteria the Company considers necessary to ensure the effective operation of the Program." This will allow Idaho Power to evaluate customers during the onboarding process and determine the best participation option on a customer-by-customer basis.

Additionally, for customers that have elected the Automatic Dispatch Option, they can choose whether to have the Company install the Load Control Device at no cost to the participating customer, or they can arrange directly for a licensed electrician to install the device at the participating customer's expense with no Idaho Power reimbursement. Regardless of whether the Company or the customer installs the device, the Company proposes that the customer will be solely responsible for any costs associated with the required software/hardware integration unique to their facility or system.

Incentive Adjustment Waiver

Idaho Power proposes adding the ability to waive the incentive adjustment for Automatic Dispatch Option customers in the event a Load Control Device fails to communicate. The existing incentive adjustment, or penalty, is \$2.00 per kW for each hour a customer's nominated kW is not achieved. This is an important Program element that is necessary to incentivize participation and to ensure nominated load reduction is met. Under the Company's proposal, customers participating in the Automatic Dispatch Option will

⁴ See *In the Matter of Idaho Power Company's 2021 Integrated Resource Plan*, Docket No. LC 78, IRP 2021 (Dec. 30, 2021).

⁵ Docket No. LC 78, IRP 2021 at 152.

continue to be subject to the penalty, except in cases where the device failed to operate. The Company anticipates incentive adjustment waivers will be infrequent.

Leveraging current processes, the Company intends to establish reporting that will identify any locations where device failures are recurring so those locations can be visited and the issue addressed. In cases where there is recurring device failure and the issue is not able to be cost-effectively resolved, the customer will not be permitted to remain in the Automatic Dispatch Option of the program but can opt to continue their participation using the Manual Dispatch Option.

Terms & Conditions

The Company proposes to update the “Terms of Participation” section of the tariff to “Terms and Conditions”, which includes items associated with customers terminating participation when DR events are called, device installations, device tampering, etc. These conditions are consistent with the conditions in the A/C Cool Credit and Irrigation Peak Rewards programs. In addition to the items listed in Schedule 76, the full Terms & Conditions of the Flex Peak Program have been updated in the Program’s customer application/agreement, a draft of which is provided as Attachment 2 to this Advice.

Definitions and Other Tariff Updates

The Company also proposes adding the definitions of Load Control Device and Load Control Event as well as several other minor updates related to the addition of the Automatic Dispatch Option. These definitions and updates add clarity to the tariff associated with the proposed changes in this filing.

CUSTOMER AND PEER UTILITY OUTREACH

Customer Outreach

Through individual customer discussions and increased marketing efforts ahead of the 2022 DR season, Idaho Power received positive feedback from C&I customers that having an automatic option would increase the likelihood of their participation. Certain customers indicated they valued the potential ease of participation that would be gained through an automatic option, as technology would be leveraged to reduce load rather than having to manually adjust equipment and systems. As an example, for a customer that has several different buildings, a device can be installed and then integrated with the building management system, and when a load control event is called, the device could trigger a preset load reduction program for all their buildings at the same time rather than the customer having to initiate the event manually.

Peer Utility Outreach

Idaho Power also consulted several peer utilities that have automated C&I DR programs to gather insight on their offerings. One notable benefit of an automatic option was that the utilities tended to see higher load reduction realization rates, making it a more reliable resource. Some utilities noted that there can be additional effort required to onboard customers, depending on their individual setups, when connecting a device to an energy or building management system. Each installation can be unique, as systems, software

integrations, and technology vendors can vary. Idaho Power intends to incorporate this feedback into its internal Program management processes to ensure streamlined customer onboarding and reliable load reduction.

COST-EFFECTIVENESS

Through peer utility discussions and experience with the Irrigation Peak Rewards and A/C Cool Credit DR programs, the Company estimates that each installation will cost approximately \$1,000 on average and the approximate cost of the physical device will range between \$160 and \$500. Based on estimated 2022 DR season costs of \$44 per kW per year and the \$51.42⁶ cost-effectiveness threshold calculated in the Company's filing in Docket No. ADV 1355, Idaho Power anticipates that the Company has room to add an Automatic Dispatch Option for customers and keep the overall Flex Peak Program cost-effective. If devices remain in place for more than one year, cost-effectiveness will improve because installation/setup costs will not be ongoing.

While the Company does not plan on funding customer software integration or development costs (because of the unique needs of individual customers), Idaho Power will work with customers during the onboarding process to identify whether the Automatic Dispatch Option will be cost-effective from the customer's perspective based on the software integration costs the customer may incur.

CONCLUSION

Idaho Power seeks to implement the Automatic Dispatch Option for the Flex Peak Program for the 2023 demand response season to increase Program participation, retention, and capacity that can be dispatched during periods of high-risk system need. The Company anticipates that it will need some lead time to onboard customers and complete the appropriate device testing to ensure the technology from both the Company and customer perspective is working correctly. A Commission order received by February 15, 2023, along with a tariff effective coincident with a Commission order, would best position the Company to accomplish this.

For the reasons set forth above, Idaho Power respectfully requests that the Commission approve the addition of the Automatic Dispatch Option to the Flex Peak Program and the associated modifications to Schedule 76.

⁶ Docket No. ADV 1355, Initial Utility Filing Letter (Nov. 23, 2021) at 10.

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Filing Center
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If you have any questions regarding this filing, please contact Zack Thompson at (208) 388-2982 or zthompson@idahopower.com.

Sincerely,

A handwritten signature in cursive script that reads "Connie Aschenbrenner".

Connie Aschenbrenner
Rate Design Senior Manager

CA:sg

Enclosures

ATTACHMENT 1

SCHEDULE 76
FLEX PEAK
PROGRAM
(OPTIONAL)

PURPOSE

The Flex Peak Program (the Program) is a voluntary program that motivates Participants to reduce their load during Company initiated Load Control Events or to allow the Company to send a signal to automatically initiate a Load Control Event with the use of one or more Load Control Devices. A participating Customer will be eligible to receive a financial incentive in exchange for being available to reduce their load during the calendar months of June, July, August, and September. (C)

AVAILABILITY

The Program is available to Commercial and Industrial Customers receiving service under Schedules 9, 19, or a Special Contract Schedule.

The Company shall have the right to accept Participants at its sole discretion based on criteria the Company considers necessary to ensure the effective operation of the Program. Selection criteria may include, but will not be limited to, total Program capacity, a Facility Site location, or amount of capacity provided at a Facility Site, availability of Program equipment, facility system configuration, or electric system configuration. (C)

To participate in the Program, a Customer must sign and return the Program Application/Agreement and worksheet provided by the Company specifying the Facility Site(s), the preferred Interruption Option, and the initial Nominated kW for each Facility Site to be enrolled in the Program. To enroll in the Program, Customers must be capable of providing a minimum load reduction of 20 kW per Facility Site or an aggregate reduction of 35 kW if participating under the Aggregated Option. If the Aggregated Option is requested, this should be specified on the Program Application/Agreement. If a Facility Site is accepted for participation in the Program, a Notification of Program Acceptance will be mailed to the Participant within 10 business days of the Company receiving the Program Application/Agreement. Notification of Program Acceptance will include a listing of the Facility Sites that have been enrolled. (C)

PROGRAM DESCRIPTION

The Company will initiate Load Control Events for a maximum of 60 hours during June, July, August, and September. During Load Control Events, Participants will be expected to reduce load at their Facility Site(s), and load reduction may be initiated manually or automatically depending on the Interruption Option designated for the Facility Site(s). Participants will be eligible to receive a financial incentive in exchange for their reduction in load. (C)

DEFINITIONS

Actual kW Reduction. The kilowatt (kW) reduction during a Load Control Event, which is the difference between a Participant’s hourly average kW measured at the Facility Site’s meter and the corresponding hour of the Adjusted Baseline kW. (C)

Adjusted Baseline kW. The Original Baseline kW plus or minus the “Day of” Load Adjustment amount.

Aggregated Option. Multiple Facility Sites belonging to a single Participant that are grouped together per the customer’s request with a single Nominated kW for participation in the Program. Under this option, the Company will sum the individual performance data from each enrolled Facility Site before calculating any incentive amounts.

SCHEDULE 76
FLEX PEAK
PROGRAM
(OPTIONAL)
(Continued)

DEFINITIONS (Continued)

Business Days. Any day Monday through Friday, excluding holidays. For the purposes of this Program, Independence Day and Labor Day are the only holidays during the Program Season. If Independence Day falls on Saturday, the preceding Friday will be designated the holiday. If Independence Day falls on Sunday, the following Monday will be designated the holiday. (M)

"Day of" Load Adjustment. The difference between the Original Baseline kW and the actual metered kW during the hour prior to the Participant receiving notification of an event. Scalar values will be calculated by dividing the Original Baseline kW for each Load Control Event hour by the Baseline kW of the hour preceding the event notification time. The scalars are multiplied by the actual event day kW for the hour preceding the event notification time to create the Adjusted Baseline kW from which load reduction is measured. The Adjusted Baseline kW for each hour cannot exceed the maximum kW amount for any hour from the Highest Energy Use Days or the hours during the event day prior to event notification. (C)

Event Availability Time. Between 3:00 p.m. and 10:00 p.m. Mountain Daylight Time (MDT) each Business Day.

Facility Site(s). All or any part of a Participant's facility or equipment that is metered from a single service location that a Participant has enrolled in the Program. For those Participants who have enrolled under the Aggregated Option, Facility Site will refer to the combination of individual Facility Sites selected for inclusion under the Aggregated Option.

Fixed Capacity Payment. The Weekly Effective kW Reduction multiplied by the Fixed Capacity Payment rate (as described in the Incentive Structure section). Participants are paid based on the average event kilowatt reduction.

Highest Energy Usage Days. The three days out of the immediate past 10 non-event Business Days that have the highest sum total kW as measured across the Event Availability Time.

Hours of Event. The timeframe when the Load Control Event is called and Nominated kW is expected to be reduced. The Hours of Event will not be less than two hours and will not exceed four hours. (C)

Load Control Device. Refers to any technology, device, or system utilized under the Program to enable the Company to initiate the Load Control Event. (N)

Load Control Event. Refers to an event under the Program where the Company requests or calls for interruption of specific loads either manually or with the use of one or more Load Control Devices. (N)

Nominated kW. The amount of load expressed in kW that a Facility Site commits to reduce during a Load Control Event. (C)

Nominated kW Incentive Adjustment. An adjustment made when a Facility Site does not achieve its Nominated kW for a given hour during a Load Control Event. The adjustment will be made for each hour the Nominated kW is not achieved. The total Nominated kW Incentive Adjustment will not exceed the total incentive amount for the Program Season (as described in the Incentive Structure section). (C)

SCHEDULE 76
FLEX PEAK
PROGRAM
(OPTIONAL)
(Continued)

DEFINITIONS (Continued)

Notification of Program Acceptance. Written confirmation from the Company to the Participant based on the Program Application Agreement submitted by the Customer. The Notification of Program Acceptance will confirm each Facility Site enrolled in the Program, the initial Nominated kW amount for each Facility Site, and the Interruption Option for each Facility Site. (M)

Original Baseline kW. The arithmetic mean (average) kW of the Highest Energy Usage Days during the Event Availability Time, calculated for each Facility Site for each hour. (M)

The following table provides an example of the calculation of the Original Baseline kW between hours of 3:00 p.m. and 10:00 p.m. using the (3) Highest Energy Usage Days of 5, 7, and 9.

Day	3-4 PM (kW)	4-5 PM (kW)	5-6 PM (kW)	6-7 PM (kW)	7-8 PM (kW)	8-9 PM (kW)	9-10PM (kW)	Sum Total (kW)
1	3000	3100	3000	3200	3000	3200	3150	21650
2	3200	3100	3200	3200	3100	3300	3300	22400
3	3100	3200	3100	3100	3200	3100	3200	22000
4	3250	3400	3300	3400	3300	3400	3200	23250
5	3300	3400	3300	3400	3400	3500	3400	23700
6	3100	3000	3200	3100	3100	3200	3300	22000
7	3400	3300	3400	3300	3400	3300	3200	23300
8	3300	3200	3300	3300	3300	3200	3100	22700
9	3400	3500	3350	3400	3500	3400	3350	23900
10	3250	3300	3300	3200	3200	3200	3300	22750
Original Baseline (kW)	3367	3400	3350	3367	3433	3400	3317	

Participant. Any Customer who has a Facility Site that has been accepted into the Program.

Program Application/Agreement. Written form submitted by a Customer who requests to enroll a Facility Site in the Program that is signed by the Customer or a duly authorized representative certifying agreement with the Program’s terms and conditions. (C)
(C)

Program Season. June 15th through September 15th of each year.

Program Week. Monday through Friday.

Variable Program kWh. The kWh savings amount calculated by multiplying the Actual kW Reduction by each of the Hours of Event for the Facility Site during each Load Control Event beyond the first four Load Control Events. (C)

SCHEDULE 76
FLEX PEAK
PROGRAM
(OPTIONAL)
(Continued)

DEFINITIONS (Continued)

Variable Energy Payment. An energy-based financial incentive provided to the Participant. The payment is calculated by multiplying the Variable Program kWh by the Variable Energy Payment Rate (as described in the Incentive Structure section). The Variable Energy Payment does not apply to the first four Load Control Events. (M)
(C)

Weekly Effective kW Reduction. The average of the Actual kW Reduction for all events in a Program Week or in the absence of a Load Control Event, the Weekly Effective kW Reduction will equal the Nominated kW for that Program Week. (M)
(C)

LOAD CONTROL EVENTS

The Company will dispatch Load Control Events on Business Days during the Program Season between the hours of 3:00 p.m. and 10:00 p.m. MDT. Load Control Events will last between two to four hours per day and will not exceed 16 hours per calendar week and 60 hours per Program Season. During each Program Season the Company will conduct a minimum of three Load Control Events. Participating Customers will receive advance notification on or about four hours prior to the Load Control Event. The Company will provide notice of a Load Control Event via the following communication technologies: telephone, text message, and e-mail to the designated contact(s) submitted by the Participant in the Program Application/Agreement. If prior notice of a pending Load Control Event has been sent, the Company may choose to revoke the Load Control Event initiation and will provide notice to Participants no less than 30 minutes prior to the Load Control Event. (C)
(C)
(C)
(C)

INTERRUPTION OPTIONS

At the Participant's election, and subject to Company discretion, participation in the Program may occur via one of the following Interruption Options:

Manual Dispatch Option. Customers are eligible to manually control their Facility Site(s). Under the Manual Dispatch Option customers have the flexibility to choose which loads will be interrupted during each dispatched Load Control Event.

Automatic Dispatch Option. A dispatchable Load Control Device, provided and installed by the Company or its representative, will be connected to the electrical panel(s) serving the loads associated with the Facility Site(s) enrolled in the Program. The Load Control Device utilized under the Automatic Dispatch Option will provide the Company the ability to send a signal intended to interrupt operation of a particular load or service during dispatched Load Control Events. In lieu of the Company or its representative installing the Load Control Device at the Company's expense, the Participant may elect to hire a licensed electrician, at the Participant's expense, to install the Load Control Device in accordance with the National Electrical Code ("NEC") and any Idaho Power or manufacturer specifications or requirements. (N)

SCHEDULE 76
FLEX PEAK
PROGRAM
(OPTIONAL)
(Continued)

REQUIREMENTS OF PARTICIPATING FACILITIES

Participants will have the flexibility to choose what equipment will be used to reduce the Nominated kW during each Load Control Event. Participants must notify the Company of their Nominated kW via the Program Application/Agreement. Once the Program Season begins, the Participant must submit the nomination change request form online (located at www.idahopower.com/flexpeak) via email by Thursday at 10:00 a.m. MDT of the proceeding week to notify of any changes in Nominated kW. The Nominated kW may be raised or lowered each week without restriction any time before the third minimum Load Control Event is called. After the third Load Control Event is called, the Nominated kW may still be raised or lowered, but may not exceed the highest Nominated kW prior to the third Load Control Event being called.

(M)

(C)

INCENTIVE STRUCTURE

Incentive payments will be determined based on a Fixed Capacity Payment, a Variable Energy Payment, and any applicable Nominated kW Incentive Adjustment. Both the Fixed Capacity and Variable Energy Payments will be paid by check or bill credit no more than 45 days after the Program Season concludes on September 15th.

When a Load Control Event is called and a Participant exceeds the Nominated kW, the Fixed Capacity Payment will be capped at 20 percent above original Nominated kW.

<u>Fixed Capacity Payment Rate*</u> (*to be prorated for partial weeks)	<u>Variable Energy Payment Rate*</u> (*does not apply to first four Load Control Events)
\$3.25 per Weekly Effective kW Reduction	\$0.20 per kWh

(C)

Participants are expected to reduce their load by the Nominated kW during each hour of each Load Control Event for the duration of the event. Each time a Participant fails to achieve a load reduction of up to the Nominated kW during a Load Control Event, a Nominated kW Incentive Adjustment will apply.

(C)

(C)

(M)

For Load Control Events, the Nominated kW Incentive Adjustment will be \$2.00 per kW for each hour the Nominated kW is not achieved during that interval. The total Nominated kW Incentive Adjustments will not exceed the total incentive amount for the Program Season. At its discretion, the Company may waive all or a portion of an Incentive Adjustment should it be determined that, at no fault of the customer, the Load Control Device utilized for the Automatic Dispatch Option did not work during a Load Control Event.

(C)

(C)

(C)

(D)

SCHEDULE 76
FLEX PEAK
PROGRAM
(OPTIONAL)
(Continued)

TERMS AND CONDITIONS

Upon acceptance into the Program, Participants agree to the provisions of this Schedule and to the following terms and conditions: (N)

1. Once accepted into the Program, Participants will automatically be re-enrolled each year thereafter unless notice of termination is given by the other party.
2. Both the Company and the Participant may terminate participation in the Program at any time by notifying the other party in writing.
3. Upon terminating participation of a Facility Site, the Participant's incentive payment shall be prorated for the number of Business Days of participation in the Program. If Program participation is terminated, the Participant may not re-enroll the Facility Site(s) into the Program until the following calendar year.
4. The Company retains the sole right to determine the criteria under which a Load Control Event is called and the decision of whether to call for, initiate, or cancel a Load Control Event shall be at the Company's sole discretion.
5. The Company shall have the right to accept Participants at its sole discretion based on criteria the Company considers necessary to ensure the effective operation of the Program. Selection criteria may include, but will not be limited to, total Program capacity, a Facility Site location, amount of capacity provided at a Facility Site, availability of Program equipment, facility system configuration, or electric system configuration.
6. Participants that choose to participate in the Program under the Automatic Dispatch Option grant the Company or its representative permission, on reasonable notice, to enter the Customer's enrolled Facility Site(s) to install, service, maintain, and/or remove Load Control Device(s) on the electrical panel that services the anticipated load reduction. The Company retains the sole right for its employees and its representatives to install or not install Load Control Devices on the Customer's electrical panel at the time of installation depending on, but not limited to, safety, reliability, or other issues that may not be in the best interest of the Company, its employees, or its representatives.
7. If there is evidence of the Participant altering, tampering, or otherwise interfering with the Company's ability to initiate a Load Control Event, the Customer's participation in the Program will be terminated, and the Customer will be required to reimburse the Company for all costs for replacement or repair of the Load Control Device(s) or other Program equipment, including labor and other related costs, and the Company will reverse any and all incentive payments made during the previous twelve months as a result of the Customer's participation in the Program. (N)

SCHEDULE 76
FLEX PEAK
PROGRAM
(OPTIONAL)
(Continued)

SPECIAL CONDITIONS

The Company is not responsible for any direct, indirect, consequential, incidental, punitive, or exemplary damage to the Participant or third parties as a result of the Program or the Customer's voluntary participation in the Program.

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

The provisions of this Program do not apply for any time period that the Company requests a load reduction during a system emergency in accordance with NERC standards, Idaho Power's Rule J, or any other time that a Customer's service is interrupted by events outside the control of the Company. The provisions of this Program will not affect the calculation or rate of the regular Service, Energy, or Demand Charges associated with a Participant's standard service schedule.

(N)
|
(N)

ATTACHMENT 2

Flex Peak Program Application



This Application/Agreement must be submitted for any new customer that intends to enroll in Idaho Power Company's Flex Peak Program (Schedule 82 in Idaho and Schedule 76 in Oregon). Applicants must include the Facility Site(s) they wish to enroll and the initial Nominated kW¹ for each Facility Site. If a participant requests the Aggregated Option² they must specify this on the Program Application/Agreement. To be eligible to participate, Customers must be capable of providing a minimum load reduction of 20 kW per Facility Site or an aggregate reduction of 35 kW under the Aggregated Option. Participant must specify whether they would like the Manual³ or Automatic⁴ Dispatch Option on the Application/Agreement.

Customer Information

Company Name (Organization's Legal Name)			
Mailing Address	City	ST	Zip
Phone	Fax		
Legal Business Name	Federal Tax ID# (EIN or SSN)		
Mailing Address for payment to be sent <i>(if different than above)</i>	City	ST	Zip

Payment Option at the End of Season?

Check to be mailed

Bill Credit (specify account number)

Facility Site Information

The Customer designates the following person as the authorized contact with whom Idaho Power will communicate regarding Program event notification:

Incentive Payment Information

Authorized Contact Name		Title
Business Phone	Cell Phone	E-mail (Required)
If you want to be notified via text message, you must indicate the cell phone service provider <i>(e.g., Verizon, ATT, T-Mobile, etc.)</i>		
Receive text message notifications? Yes No <i>If yes, Cellular Service Provider:</i>		

Facility Site Information

List the Facility Site(s) you wish to enroll below. If you prefer the "Aggregated Option," specify which site(s) you want combined.

AGGREGATED OPTION	METER #	AUTO OR MANUAL DISPATCH OPTION	FACILITY SITE LOCATION / ADDRESS	NOMINATED KW SIGNUP AMOUNT
Yes No N/A		Auto Manual		
Yes No N/A		Auto Manual		
Yes No N/A		Auto Manual		
Yes No N/A		Auto Manual		
Yes No N/A		Auto Manual		
Yes No N/A		Auto Manual		
Yes No N/A		Auto Manual		
Yes No N/A		Auto Manual		
Yes No N/A		Auto Manual		
Yes No N/A		Auto Manual		

Additional Contacts for Event Notification Method of notification by phone, email and text

NAME		Title
Business Phone	Cell Phone	Email
Receive text message notifications? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, Cellular Service Provider:</i>		
NAME		Title
Business Phone	Cell Phone	Email
Receive text message notifications? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, Cellular Service Provider:</i>		
NAME		Title
Business Phone	Cell Phone	Email
Receive text message notifications? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, Cellular Service Provider:</i>		

FLEX PEAK PROGRAM TERMS & CONDITIONS

The Flex Peak Program Application/Agreement must be signed by the Customer or an authorized representative. Upon confirmation of enrollment by the Company, the Customer agrees to the following:

1. The Company's Flex Peak Program as set forth in Schedule 82 in Idaho and Schedule 76 in Oregon, and any revisions to and/or any successors to these schedules, are incorporated are to be considered part of this Agreement. All capitalized terms not otherwise defined herein shall have the meanings given them in these schedules.
2. The Customer understands and acknowledges that in choosing to participate in the Program, it agrees to a reduction of its electric load by the Nominated kW amount at the enrolled Facility Site(s). In exchange Participants will be eligible for a financial incentive as approved by the regulatory authority having jurisdiction.
3. Once accepted into the Program, Participants will automatically be re-enrolled each year thereafter unless notice of termination is given by the other party.
4. Both the Company and the Participant may terminate participation in the Program at any time by notifying the other party in writing. If Program participation is terminated, the Participant may not re-enroll the Facility Site(s) into the Program until the following calendar year.
5. The Company retains the sole right to determine the criteria under which a Load Control Event is called and the decision of whether to call for, initiate, or cancel a Load Control Event shall be at the Company's sole discretion.
6. The Company shall have the right to accept Participants at its sole discretion based on criteria the Company considers necessary to ensure the effective operation of the Program. Selection criteria may include, but will not be limited to, total Program capacity, a Facility Site location, amount of capacity provided at a Facility Site, availability of Program equipment, facility system configuration, or electric system configuration.
7. Participants that choose to participate in the Program under the Automatic Dispatch Option grant the Company or its representative permission, on reasonable notice, to enter the Customer's enrolled Facility Site(s) to install, service, maintain, and/or remove Load Control Device(s) on the electrical panel that services the anticipated load reduction. The Company retains the sole right for its employees and its representatives to install or not install Load Control Devices on the Customer's electrical panel at the time of installation depending on, but not limited to, safety, reliability, or other issues that may not be in the best interest of the Company, its employees, or its representatives.
8. If there is evidence of the Participant altering, tampering, or otherwise interfering with the Company's ability to initiate a Load Control Event, the Customer's participation in the Program will be terminated, and the Customer will be required to reimburse the Company for all costs for replacement or repair of the Load Control Device(s) or other Program equipment, including labor and other related costs, and the Company will reverse any and all incentive payments made during the previous twelve months as a result of the Customer's participation in the Program.

Customer Agreement

I, the undersigned, declare that I am the Customer of record or a duly authorized representative empowered to enter into this Agreement and that I have read and agree to comply with the Flex Peak Program requirements.

CUSTOMER NAME (PLEASE PRINT)

CUSTOMER SIGNATURE

DATE

By typing your name on the line above, you are electronically signing the application, subject to the 'Customer Agreement' above.

Endnotes

¹ Nominated kW - The amount of load expressed in kW that a Facility Site commits to reduce during a Program Event. Participants are expected to reduce their load by the Nominated kW during each hour of each Program Event for the duration of the event. Please see Schedule 82 (or 76 for Oregon) for details.

² Aggregated Option - Multiple Facility Sites belonging to a single Participant that are grouped together per the customer's request with a single Nominated kW for participation in the Program. Under this option, the Company will sum the performance data from each enrolled Facility Site before calculating any incentive amounts.

³ Manual Dispatch Option- Customers are eligible to manually control their service points. Under the Manual Dispatch Option customers have the flexibility to choose which loads will be interrupted during each dispatched Load Control Event.

⁴ Automatic Dispatch Option- A dispatchable Load Control Device, provided and installed by the Company or its representative, will be connected to the electrical panel(s) serving the loads associated with the Facility Site(s) enrolled in the Program. The Load Control Device utilized under the Automatic Dispatch Option will provide the Company the ability to send a signal intended to interrupt operation of a particular load or service during dispatched Load Control Events. In lieu of the Company or its representative installing the Load Control Device at the Company's expense, the Participant may elect to hire a licensed electrician, at the Participant's expense, to install the Load Control Device in accordance with the National Electrical Code ("NEC") and any Idaho Power or manufacturer specifications or requirements.