

SCHEDULE 45
STANDBY SERVICE

AVAILABILITY

Standby Service under this schedule is available at points on the Company's interconnected system within the State of Idaho where existing facilities of adequate capacity and desired phase and voltage are available. If additional distribution facilities are required to supply the desired service, those facilities provided for under Rule H will be provided under the terms and conditions of that rule. To the extent that additional facilities not provided for under Rule H, including transmission and/or substation facilities, are required to provide the requested service, special arrangements will be made in a separate agreement between the Customer and the Company.

Standby Service is available only to Customers taking service under Schedule 9 or Schedule 19.

APPLICABILITY

Service under this schedule is applicable to Customers utilizing on-site generation who request Standby Service from the Company.

These service provisions are not applicable to service for resale, to service where on-site generation is used for only emergency supply, or to cogenerators or small power producers who have contracted to supply power and energy.

AGREEMENT

Service shall be provided only after the Uniform Standby Service Agreement is executed by the Customer and the Company. The term of the Agreement shall be for one year and shall automatically renew and extend each year, unless terminated under the provisions of the Agreement. The Uniform Standby Service Agreement will automatically be canceled upon discontinuance of service under Schedule 9 or Schedule 19.

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 voltage available at the Premises to be served.

DEFINITIONS

Supplementary Contract Demand. The firm power contracted for by the Customer under the Uniform Standby Service Agreement with the Company.

Supplementary Billing Demand. The firm power supplied by the Company on a continuous basis to supplement the Customer's own generation. Supplementary Billing Demand is equal to the total average kW supplied during the 15-consecutive-minute period of maximum use during the Billing Period, adjusted for Power Factor, but not greater than the applicable Supplementary Contract Demand. Supplementary Billing Demand is billed monthly under the Demand Charge provisions of Schedule 9 or Schedule 19.

SCHEDULE 45
STANDBY SERVICE
(Continued)

DEFINITIONS (Continued)

Standby Contract Demand. The self-generation backup power contracted for by the Customer under the Uniform Standby Service Agreement.

Standby Billing Demand. The power supplied by the Company to backup the Customer's own generation. Standby Billing Demand is equal to the total average kW supplied during the 15-consecutive-minute period of maximum use during the Billing Period, adjusted for Power Factor, less Supplementary Contract Demand, but not less than zero.

Total Contract Demand. The sum of the Supplementary Contract Demand and the Standby Contract Demand.

Available Standby Capacity. The Total Contract Demand less the Supplementary Billing Demand and the Standby Billing Demand, but not more than the Standby Contract Demand.

Excess Demand. The total average kW supplied during the 15-consecutive-minute period of maximum use each day, adjusted for Power Factor, which exceeds the Total Contract Demand by more than 5 percent.

Total Energy Requirement. The total energy supplied by the Company for supplementary and standby purposes. The Total Energy Requirement is billed monthly under the applicable Energy Charge provisions of Schedule 9 or Schedule 19.

POWER FACTOR ADJUSTMENT

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.

FACILITIES BEYOND THE POINT OF DELIVERY

Any Company investment in Facilities Beyond the Point of Delivery will be provided under the terms and conditions of Rule M.

PARALLEL OPERATIONS

Parallel operations will only be authorized by the Company under the terms of the Uniform Standby Service Agreement with the Customer. At the Company's discretion, the Company will install a system protection package at the Customer's expense prior to the start of parallel operations. The Customer will also pay a Maintenance Charge of 0.59 percent per month times the investment in the protection package.

SCHEDULE 45
STANDBY SERVICE

(Continued)

MONTHLY CHARGE

The Monthly Charge for Standby Service is the sum of the Standby Reservation Charge, the Standby Demand Charge, and the Excess Demand Charge, if any, at the following rates:

Customers taking service under Schedule 9

<u>Standby Reservation Charge</u> , per kW of	<u>Summer</u>	<u>Non-summer</u>
Available Standby Capacity		
Secondary Service	\$4.75	\$4.32
Primary Service	\$3.13	\$2.86
Transmission Service	\$0.79	\$0.52
<u>Standby Demand Charge</u> , per kW of		
Standby Billing Demand		
Secondary Service	\$7.20	\$5.90
Primary Service	\$6.08	\$5.89
Transmission Service	\$5.75	\$5.56

Customers taking service under Schedule 19

<u>Standby Reservation Charge</u> , per kW of	<u>Summer</u>	<u>Non-summer</u>
Available Standby Capacity		
Primary Service	\$3.00	\$2.70
Transmission Service	\$0.85	\$0.55
<u>Standby Demand Charge</u> , per kW of		
Standby Billing Demand		
Primary Service	\$7.09	\$5.76
Transmission Service	\$6.70	\$5.44

Customers taking service under Schedule 9 or Schedule 19

Excess Demand Charge

\$0.64 per kW times the sum of the daily Excess Demands recorded during the Billing Period, plus \$6.41 per kW for the highest Excess Demand recorded during the Billing Period. This charge will not be prorated.

Minimum Charge

The monthly Minimum Charge shall be the sum of the Standby Reservation Charge, the Standby Demand Charge, and the Excess Demand Charge.

CONTRIBUTION TOWARD MINIMUM CHARGES ON OTHER SCHEDULES

Any Standby Service Charges paid under this schedule shall not be considered in determining the Minimum Charge under any other Company schedule.

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 45
STANDBY SERVICE
 (Continued)

IDAHO POWER COMPANY
UNIFORM STANDBY 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 as follows:

1. The Company will agree to provide Standby Service to the Customer's facilities located at or near _____, County of _____, State of Idaho, in the form of single and/or three-phase, _____ volt, Electric Service subject to emergency operating conditions of the Company.

2. The Supplementary Contract Demand provided by this Agreement is _____ kW. The Company will provide electric power and energy, to supplement the Customer's on-site generation, up to the amount of the stated Supplementary Contract Demand. The Standby Contract Demand provided by this Agreement is _____ kW. The Company will provide electric power and energy, in backup to the Customer's on-site generation, up to the amount of the stated Standby Contract Demand. The Total Contract Demand provided by this Agreement is _____ kW.

3. The availability of power in excess of the Total Contract Demand stated in Paragraph 2 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 which may be caused by the taking of power in excess of the Standby Contract Demand. The Customer will be responsible for any damages to the Company's system or damages to third parties resulting from the Customer's taking of power in excess of the Standby Contract Demand.

4. The terms of this Agreement will not become binding upon the parties until signed by both parties.

5. At the Company's sole discretion and after receiving written authorization from the Company, the Customer may operate in parallel with the Company's system. Parallel operations will be in accordance with the Company's Standards for Interconnection and Parallel operations and the tariff provisions for Standby Service. Any violation of these provisions will result in the immediate disconnection of the parallel operation.

SCHEDULE 45
STANDBY SERVICE

(Continued)

IDAHO POWER COMPANY
UNIFORM STANDBY SERVICE
AGREEMENT

(Continued)

6. The initial date of service under this Agreement is subject to the Company's ability to obtain the required labor, materials, equipment, and satisfactory rights-of-way, and to comply with governmental regulations.

7. The term of this Agreement will be for one year from and after the Initial Service Date thereof, and will automatically renew and extend each year thereafter unless written notice of termination is given by either party to the other not less than 12 months prior to the desired termination date. This Agreement will automatically be canceled upon discontinuance of service under the Customer's retail service schedule.

8. The Customer agrees to hold harmless and indemnify the Company, its officers, agents, and employees, against all loss, damage, expense and liability to third persons or injury to or death of person or injury to property proximately caused by the Customer's construction, ownership, operation or maintenance of, or by failure of, any of the Customer's generating facilities.

9. This Agreement and the rates, terms and conditions of service set forth or incorporated herein, and the respective rights and obligations of the parties hereunder, will be subject to valid laws and to the regulatory authority and orders, rules and regulations of the Idaho Public Utilities Commission and such other administrative bodies having jurisdiction.

10. Nothing herein will be construed as limiting the Idaho Public Utilities Commission from changing any rates, charges, classification or service, or any rules, regulation 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.

11. The Company's Schedule 45, any revisions to that schedule, and/or any successor schedule is to be considered as part of this Agreement.

12. 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.

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

INITIAL SERVICE DATE _____

(APPROPRIATE SIGNATURES)