

**Applicability**

- A) This Schedule is applicable to industrial customers having demands of 25,000 kilowatts or greater in the District’s service territory in any month during the calendar year 2004, or in the case of a new customer estimated demands of 25,000 kW or greater in the District’s service territory.
- B) Service provided hereunder shall not be sold for resale or exchange or shared with others. Service provided hereunder shall not be used in parallel with other sources of electric power, except service may be used in parallel with co-generation equipment that was in commercial operation at its present site prior to December 20, 1995. Customer may operate emergency standby generation equipment during outages of District electric service, during a District requested Interruptible Demand period as specified in Special Provision 10, and as reasonably necessary to test and maintain the emergency standby generation equipment.
- C) Prior to the provision of service hereunder, the customer shall be required to apply for IC-25 2005 Power Electric Service (hereinafter, "Application for Service") on the form prescribed in the General Terms and Conditions and Special Provisions which may be modified by the District from time to time.

**Character of Service**

Alternating current at a frequency of approximately 60 Hertz: 480Y/277 volts, 480 volts, 4,160 volts, 12,000 volts, 17,200 volts, 20,780 volts, 69,000 volts, or 115,000 volts three phase, where and to the extent available, at the option of the District.

**Territory Served**

The entire area within the Modesto Irrigation District electric service boundary or any other area served by Modesto Irrigation District pursuant to the laws of the State of California and the District’s Electric Service Rules.

**Annual & Monthly Rates**

The sum of the following customer, demand, and energy charges including applicable adjustments for power factor and Primary or Transmission Voltages which are effective on the date of meter reading for each account. (Such charges may be modified pursuant to Special Provisions 1, 12, and 13, see also Special Provisions 2 and 3.)

	<u>Jan 1, 2012</u>
<b>Customer Charge</b> per month	\$240.00
<b>Base Demand Charge</b> per month: (for first 25,000 kW of Firm Contract Demand)	\$536,750
<b>Firm Contract Demand Charge per kW</b> per month: (Firm Contract Demand in excess of 25,000 kW and not more than 40,000 kW)	\$20.94
<b>Excess Demand Charge per kW</b> per month: (Demand in excess of Base and Firm Contract Demand)	\$21.83
<b>Energy Charge</b>	
<u>Winter Billing Months – October through April</u>	
On Peak kWh, per kWh	\$0.07128
Off Peak kWh, per kWh	\$0.04770
<u>Summer Billing Months – May through September</u>	
On Peak kWh, per kWh	\$0.10692
Partial Peak kWh, per kWh	\$0.09142
Off Peak kWh, per kWh	\$0.05154

Jan 1, 2012

**Minimum Charge**

The minimum charge for each month or portion thereof shall be the sum of the Customer Charge, Base Demand Charge, Firm Contract Demand Charge, Excess Demand Charge, and Energy Charge.

**Determination of Demand**

Customer's Demand shall be the maximum 15-minute rate of taking in kilowatts measured by meter during the month or customer's Firm Contract Demand (including base demand) specified in the customer's Application for Service with the District, whichever is greater. Should the customer's equipment be such as may impose intermittent or violently fluctuating loads on the District's system, customer's demand for billing purposes may, at the sole option of the District, be based on a 5-minute interval. (See Special Provision 9.)

**A) Firm Contract Demand**

- 1) Except as otherwise provided herein, the Firm Contract Demand applicable during each billing month shall be the maximum amount of Firm power in kilowatts (including base demand), that the customer shall have requested and the District shall have agreed to supply during such billing month; provided however, that if customer is currently receiving service under another District Industrial Contract Schedule, customer's Firm Contract Demand shall not be less than the Firm Contract Demand pursuant to such other District Industrial Contract Schedule. A customer may request a new Firm Contract Demand to be effective upon the completion of the original term of District Industrial Rate Schedule.
- 2) The customer may reduce its Firm Contract Demand by providing a written request for such reduction to the District at least one (1) year prior to the beginning of the first period to which the request applies; provided however, that (i) no such reduction shall become effective until customer has received service under another District Industrial Contract Schedule for at least 24 consecutive months and provided further that (ii) the maximum amount of reduction shall be as follows:
  - a) For the first twelve (12) month period to which such notice applies, the maximum reduction shall be 25% of the Firm Contract Demand established pursuant to customer's Application.
  - b) For the second twelve (12) month period to which such notice applies, the maximum reduction shall be 50% of the Firm Contract Demand established pursuant to customer's Application.

Notwithstanding the foregoing, a customer's Firm Contract Demand under this IC-25 2005 Rate Schedule shall not be reduced to less than 25,000 kW. Notices of such reductions in the customer's Firm Contract Demand shall be irrevocable once given.

- 3) The customer's Firm Contract Demand, once established or reduced, may be increased only (i) pursuant to the terms of this Rate Schedule or (ii) by mutual agreement between the District and the customer evidenced by the execution by customer of a new, revised Application for Service and acceptance thereof by the District.

**B) Excess Demand**

The customer's Excess Demand for each billing month shall be the portion of the customer's measured Demand for such billing month, if any, that exceeds customer's Firm Contract Demand listed in the Application for Service between the customer and the District.

**Special Provisions**

**1. Provision Adjustments**

The District reserves the right, at any time, to adjust, either upward or downward, or eliminate rates, time periods, and discounts contained in Special Provisions 2, 3, 8, 10 and 11. Any adjustments to charges under this Special Provision shall be made only after a publicly noticed hearing before the District's Board of Directors. Any adjustments to charges made under this Special Provision shall not result in charges that exceed the District-allocated cost of providing service to customers in the IC-25 2005 Rate Schedule.

**2. Adjustment for Power Factor**

For customers on this Rate Schedule, the maximum 15-minute reactive kilovolt-ampere demand requirements will be measured by means of installed instruments, or by periodic tests. The ratio of such reactive kilovolt-ampere demand requirements to the customer's kilowatt demand requirements at the time of the tests shall be used for computing the Power Factor Adjustment until a new test is made.

In any month during which such customer's maximum 15-minute reactive kilovolt-ampere demand requirement is in excess of one-half of the customer's maximum kilowatt demand requirement, an additional monthly charge of \$1.43 will be made for each reactive kilovolt-ampere of such excess.

**3. Delivery at Primary or Transmission Voltage**

When delivery is made at 4,160 volts, 12,000 volts, 17,200 volts or 20,700 volts a discount of 10% will be applied to the sum of the demand charges computed as described under Annual & Monthly Rates above including any adjustments to the demand charges pursuant to Special Provision 10. When delivery is made at 69,000 volts or above, a discount of 15% will be applied to the sum of the demand charge computed as described under Annual & Monthly Rates above including any adjustments to the demand charges pursuant to Special Provision 10. For totalized accounts the voltage discount is only applicable to meters being served at transmission or primary voltage.

**4. Availability**

Service under this Rate Schedule is available the first day of the first month following District’s approval of customer’s application but not prior to January 1, 2005.

**5. Term**

This contract between customer and District shall not terminate prior to December 31, 2012.

**6. Change in Rate Schedule**

This Industrial Contract Rate Schedule shall be effective upon its approval by the Board of Directors. Any customer whose application for this Rate Schedule is approved by the District shall begin receiving service under this Rate Schedule on the first day of the first full month after such approval but not prior to January 1, 2005.

**7. Application**

The customer shall complete an Application for Service, which shall identify the customer’s Firm Contract Demand in accordance with conditions contained in this Schedule. The customer’s application shall also specify the Interruptible Demand, if any, as referenced in Special Provision 10. The customer’s application may also specify metering and communications equipment the customer will be required to install and/or maintain to implement the Interruptible Demand Provision. This Rate Schedule is available only upon execution of the customer’s application, District verification of customer qualification, and acceptance by the District. Applications for service from customers receiving service under the IC-25 2005 Electric Rate Schedule must be submitted by the customer no later than 30 days after the effective date of this Rate Schedule.

**8. Time Periods**

Time periods are defined as follows

- Winter: (Service from October 1 through April 30)
  - On Peak: 8:00 a.m. to 11:00 p.m. Monday through Friday, excluding holidays.
  - Off Peak: All other hours.
- Summer: (Service from May 1 through September 30)
  - On Peak: 1:00 p.m. to 9:00 p.m. Monday through Friday, excluding holidays.
  - Partial Peak: 8:00 a.m. to 1:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, excluding holidays.
  - Off Peak: All other hours.

Holidays are: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**9. Large Demands of Short Duration**

Where a customer requires new service or modification to existing services to supply x-ray equipment, welding equipment or other equipment, which presents large demands of short duration to the District’s system, at the sole discretion of the District, such loads, may be served through a separate meter and transformer. It is the customer’s responsibility to pay for, in advance, such equipment to supply modified service.

Control mechanisms and associated equipment will be installed, tested, and maintained at the direction of the District at locations selected by the District and at no expense to the customer. Upon termination of this Schedule with respect to any customer, all wiring will be returned to normal operating conditions at the District’s expense.

**10. Interruptible Demand Program**

The District’s Interruptible Demand Program is an annual 4-month program where the District may request an enrolled customer to reduce its load to a customer specified committed amount to help alleviate conditions on the electrical grid. Customers enrolled in the Program are given a fixed monthly Demand Reduction Credit.

Each interruptible event is limited to a three (3) hour period Monday through Friday, between 1:00 p.m. to 9:00 p.m. during the months of June through September. Application for the Interruptible program for the following participation year will begin October

1<sup>st</sup> and close December 31<sup>st</sup>. A customer may adjust its committed amount without penalty once a year during the month of November by submitting a written request to the District. Applications will be accepted according to the following criteria:

- a) Priority will be given to loads that best fit District needs.
- b) Applications will be accepted on a first-come, first-served basis, subject to the District's needs.
- c) Past non-compliance in previous District interruptible programs may impact eligibility.
- d) Customers must be in good standing with the District in order to be eligible for the program.

#### **10.1 Application Requirements**

- a) Completed Interruptible Demand Application
- b) Load Reduction Plan (LRP) for verification of load reduction measures. As part of its application, each applicant is required to submit an event action plan detailing specific actions taken to reduce its load at, or below, the applicant's proposed demand within the 2-hour response time and for the maximum event duration.
- c) During the enrollment process, customers may be asked to demonstrate their ability to meet the designated demand reduction by participating in a curtailment test. The curtailment test may last up to the maximum event duration and will take place prior to enrollment being completed. If this test is required and customers show that they can meet the committed amount of demand reduction, customers will be given a demand reduction credit as stated in Sections 10.5 for the month of the curtailment test.

#### **10.2 Customer Eligibility**

To be eligible for the Interruptible Demand Program, a customer must be able to reduce its load by a minimum of 100 kilowatts (kW) for each month of the program period and meet the application requirements by December 1<sup>st</sup> of the year prior to the program participation year.

Following the receipt of the application and LRP, a site visit will be scheduled with a District representative for review and approval of the LRP. For new applicants, this requirement will be mandatory for program participation. Site visits for returning or past applicants will be at the sole discretion of the District. Customers who fail to follow their LRP will be ineligible for participation in the Interruptible Demand Program

The following customer-owned alternative energy resources are not permitted during an Interruptible Demand event: Distributed generation technologies using diesel: natural gas; gasoline; propane; or, liquefied petroleum gas that are used in topping cycle, Combined Heat and Power (CHP) or non-CHP configuration.

The following customer-owned generation resources can be used during an Interruptible Demand event: pressure reduction turbines; waste-heat-to-power bottoming cycle CHP; and, storage and storage coupled with renewable generation.

#### **10.3 Customer Interruptible Demand**

An enrolled customer must reduce its load based on its committed load reduction amount stated in its LRP upon notification by the District. Every effort will be made by the District to provide the customers with a minimum of two (2) hours' notice prior to implementation of customer's required load reduction. Customer is required to verify receipt of District's notice within 30 minutes of receiving such notice. District will provide, if possible, a courtesy notice to the customer by 5:00 p.m. the workday prior to any potential Interruptible Demand events. District will have the right to call on customer to reduce their load for a maximum of twelve (12) Interruptible Demand events per year per customer.

Certain grid conditions may require the District to request customers to participate in reducing load between the Partial Peak hours of 8:00 a.m.-1 p.m. and 9:00 p.m.-11:00 p.m. During this Partial Peak event, the District would ask customers to reduce load up to their demand reduction commitment. Customers should make necessary efforts to reduce load as much as possible but are not required to meet their committed load reduction during a Partial Peak event.

#### **10.4 Demand Reduction Verification**

The Demand Reduction for any Interruptible Demand event shall be deemed the difference from customer's greatest recorded 15-minute peak demand measured by the customer's MID revenue meter during the 2-hour period immediately preceding the commencement of the Interruptible Demand event to the greatest 15-minute demand recorded within the event.

Verification and Consequences of Non-Compliance: Customer compliance and participation may be subject to verification performed by a Verification Administrator (which may be either MID or a third party) and consequences associated with noncompliance are stated in Section 10.6.

**10.5 Demand Reduction Credit**

Customer shall receive a fixed monthly credit of \$9.90 per kilowatt for customer's approved load reduction commitment as stated in the LRP regardless of whether or not the District requests a Demand Reduction. This credit will be applied to the customer's monthly demand charges from June – September.

**10.6 Non-Compliance Demand Charge**

A Non-Compliance Demand Charge will be imposed if the customer fails to reduce its demand by the designated kilowatt amount during any 15-minute interval during an interruption period as required by the District pursuant to this Provision. The Non-Compliance Demand Charge will be based on the highest single Non-Compliance Demand incurred by the customer in the billing month for which the Non-Compliance Demand Charge is imposed. The Non-Compliance Demand Charge will be \$9.90 per kilowatt multiplied by the number of kilowatts by which the customer failed to reduce its demand as described in Section 10.4, provided that the Non-Compliance Demand Charge shall not exceed \$9.90 multiplied by the Interruptible Demand. Any customer failing to reduce its demand by the designated kilowatt amount on two or more occasions during any 12-month period will, at the District's option, become ineligible for this Provision and will not become eligible for the Provision for a period of 12 months. A Non-Compliance Demand Charge will not be imposed if a customer is unable to reduce its demand during a Partial Peak event as described in Section 10.3.

**10.7 Maintenance Outage Notice**

The customer shall have the right to waive all or part of its Interruptible Demand obligation for a maximum of one month per year. For the customer to waive all or part of its Interruptible Demand obligation in a month, written notice must be received by the District's Dispatching Supervisor at least five (5) working days prior to the month the customer wishes to waive all or part of its Interruptible obligation. This notice must specify the month a change is requested and the revised kilowatt amount of Interruptible Demand. Upon acceptance of the Maintenance Outage Notice, the customer will be obligated to reduce load, if called upon, by the revised amount specified in the notice. Customer Interruptible Demand Credit in that month will be based upon the revised Interruptible Demand as specified in the Maintenance Outage Notice.

**11. Power Supply Adjustment**

Notwithstanding anything to the contrary, the District reserves the right, at any time, to increase the energy and demand charges as stated in the annual monthly rates above as necessary to reflect increases in fuel or power supply costs. Any adjustments to charges made under this Special Provision shall not result in charges that exceed the District-allocated cost of providing service to customers in the IC-25 2005 Rate Schedule.

**12. Environmental Adjustment**

Notwithstanding anything to the contrary, the District reserves the right, at any time, to increase the charges as stated in the annual monthly rates above as necessary to reflect new or increased costs resulting from legislative or regulatory mandates. Any adjustments to charges made under this Special Provision shall not result in charges that exceed the District-allocated cost of providing service to customers in the IC-25 2005 Rate Schedule.

**13. Electric Service Rules**

Service under this Schedule is subject to the District's current Electric Service Rules.

**Application for Service**  
**Electric Rate Schedule IC-25 2005**

1. \_\_\_\_\_ (hereinafter "Customer"), hereby requests the District to provide electric service to Customer, located at \_\_\_\_\_, For Account Number \_\_\_\_\_, under and in accordance with District's Electric Service Rules and Electric Rate Schedule IC-25 2005, as such rules and schedule now exist or may hereafter be amended or superseded. A copy of IC-25 2005 is attached hereto and by this reference incorporated herein.
2. Customer's Firm Contract Demand shall be \_\_\_\_\_ kilowatts (kW).
3. Optional: Customer may elect to utilize the Interruptible Demand Provision 10 as set forth in IC-25 2005. A separate Application for Interruptible Service shall be submitted for each year in which the Customer desires to participate in the District's Interruptible Demand discount program.
  - 3.1 Customer shall comply with all terms and conditions set forth in IC-25 2005, including the Special Provisions; and shall, upon notice, reduce its demand by the Interruptible Demand as required in IC-25 2005.
  - 3.2 Customer's Interruptible Demand shall be as follows:
 

May	(at least 50% of July, August)	_____ kW
June	(at least 50% of July, August)	_____ kW
July	(at least 100 kW and equal to August)	_____ kW
August	(at least 100 kW and equal to July)	_____ kW
September	(at least 50% of July, August)	_____ kW
  - 3.3 Customer's contact for notice of interruptions under IC-25 2005 shall be the individual listed below. Such individual shall be available to receive notice at all times and any attempt to contact such individual at the telephone number listed shall be deemed actual notice to Customer:
 

Name	_____	Telephone	_____
Alternate	_____	Telephone	_____
4. Electric service under Rate Schedule IC-25 2005 shall be effective commencing on the first day of the first month following the District's verification and acceptance of Customer's compliance with Sections 3.3, 5.1, and 6 of this Application but not prior to January 1, 2005.
5. District shall, at Customer's sole cost and expense, install and maintain automatic monitoring and metering equipment ("the equipment") at Customer's location. Customer understands and acknowledges that the equipment shall be the property solely of the District, and that Customer shall have no right, title or interest therein.
  - 5.1 At the time of submittal of this Application, Customer shall pay to the District \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) as an estimated, non-refundable charge for the equipment and installation of the equipment, including all costs of labor at the District's weighted labor rate. Upon completion of the installation, the actual costs will be determined by the District and Customer will receive a credit or additional billing for said costs.
  - 5.2 Prior to the installation of the equipment, Customer shall take all necessary actions and precautions to ensure that the equipment is compatible with Customer's facilities.
  - 5.3 Customer represents that it has the authority to, and hereby does, grant the District the right to install the equipment and to enter upon Customer's location at any reasonable time to install, inspect, operate, maintain, repair, replace, relocate or remove the equipment while IC-25 2005 is in effect.
  - 5.4 Customer shall not at any time interfere or tamper with the equipment.

**Application for Service (continued)**  
**Electric Rate Schedule IC-25 2005**

6. Customer shall, at its sole cost and expense, provide, and at all times while IC-25 2005 is in effect maintain, a dedicated, unlisted telephone line, as specified by the District ("the communication service"), for the automatic monitoring and metering of Customer's electric usage.
  - 6.1 District shall have the right to use the communication service as it, in its sole discretion, deems necessary to accomplish such purpose.
  - 6.2 Customer shall pay any telephone company or other charges associated with or arising out of the District's use of the communication service.
7. Each party shall defend, indemnify and hold harmless, the other party (the "Indemnified Party"), and its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, losses, damages, costs (including attorney fees and expenses) and/or claims resulting from the death or injury to any person, including employees of either party hereto, or damage to any property, including the property of either party hereto, resulting from the negligence of or breach of the obligations of the Indemnifying Party under IC-25 2005 or this Application. In no event, however, shall the Indemnifying Party be obligated to indemnify the Indemnified Party for any liabilities, losses, damages, costs and/or claims to the proportionate extent arising out of the negligence or act of the Indemnified Party. In each case above, the Indemnified Party will promptly notify the Indemnifying Party in writing of the claim, will not settle the claim on its own, and will reasonably cooperate (at the Indemnifying Party's expense) with the Indemnifying Party in the defense and any related settlement negotiations.
8. District is not a guarantor of power and, notwithstanding any Provision of IC-25 2005, the District does not guarantee that interruptions may not occur during any period as a result of situations or circumstances beyond the control of the District.
9. Any assignment by Customer, voluntary or involuntary, of its rights under IC-25 2005, or any rights or duties accrued hereunder, shall be void without the District's prior written consent.
10. This Application, together with applicable Electric Rate Schedule IC-25 2005, constitutes the sole, only and entire agreement and understanding between the parties hereto as to the subject matter hereof, and no changes, alterations or modifications hereof or to any Provisions in Schedule IC-25 2005 or otherwise shall be effective unless in writing and signed by both parties.

Date Approved by the District: \_\_\_\_\_

**Customer**

**Modesto Irrigation District**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_