

### 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	\$206.97
<b>Base Demand Charge</b> per month: (for first 25,000 kW of Firm Contract Demand)	\$409,849
<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)	\$15.94
<b>Excess Demand Charge per kW</b> per month: (Demand in excess of Base and Firm Contract Demand)	\$16.70
<b>Energy Charge</b>	
<u>Winter Billing Months – October through April</u>	
On Peak kWh, per kWh	\$0.0538
Off Peak kWh, per kWh	\$0.0360
<u>Summer Billing Months – May through September</u>	
On Peak kWh, per kWh	\$0.0807
Partial Peak kWh, per kWh	\$0.0690
Off Peak kWh, per kWh	\$0.0389
<b>Minimum Charge</b>	
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**

The potential interruption period is limited to Monday through Friday, 3:00 p.m. to 6:00 p.m. during the District's Summer Billing Months (May through September). By April 1 of each year, the District will determine how much interruptible load is required. Application for participation in the interruptible demand program will be taken up to the last working day in April of that calendar year. Applications will be accepted according to the following criteria:

- a) Priority will be given to loads that best fit District needs.
- b) Equivalent loads will be taken on a first-come, first-served basis until the target interruptible load is met.
- c) Past non-compliance in previous District interruptible programs may impact eligibility.

After May 1 of that calendar year, if the interruptible target has not been met, the District will accept applications for participation in the interruptible program, up to the target, according to the criteria listed above. The Demand Reduction Credit (Special Provision 10.5 below) will be prorated.

### **10.1 Customer Eligibility**

To be eligible for the Interruptible Demand discount in any calendar year, a customer must sign up for the Interruptible Demand discount by the last working day in April of that calendar year.

### **10.2 Customer Interruptible**

Customer must reduce demand by the customer's designated kilowatt amount, Interruptible Demand, upon telephone notification by the District. A minimum of 2 hours' notice will be provided to the customer prior to implementation of customer's required load reduction. Customer may, but is not required to, verify receipt of District's notice within 30 minutes of receiving such notice. District will provide, if possible, a non-binding notice to the customer by 12:00 noon the workday prior to any planned interruptions. District will have the right to a maximum of three (3) interruptions per month per account.

### **10.3 Interruptible Demand**

The customer shall state in its application the amount of Interruptible Demand, in kilowatts, subject to interruption pursuant to this Rate, provided that:

- a) the Interruptible Demand for July and August shall be equal, and shall be at least 100 kilowatts for each month;
- b) the Interruptible Demand for May, June and September shall be at least fifty percent (50%) of the Interruptible Demand for July and August, but not greater than the Interruptible Demand for July and August;
- c) The maximum Interruptible Demand in any month shall be no greater than 90% of the customer's total demand for that same month of the previous year. To allow new customers to be eligible for this Provision, the District will estimate the monthly demands for customers without prior billing history with the District until actual billing demand data become available.

### **10.4 Demand Reduction**

In the event the District, in its sole judgment, determines that it must reduce load, and the District notifies a customer of the requirement to reduce its demand, the customer must reduce its demand by the amount of customer designated Interruptible Demand calculated as follows: The Demand Reduction for any particular day shall be deemed the difference from customer's greatest recorded 15-minute peak demand during the 2-hour period immediately preceding the commencement of the interruption period to the greatest 15-minute demand recorded within the Interruptible Demand period.

### **10.5 Demand Reduction Credit**

In a month in which no request for Interruptible Demand Reduction has been made, customer shall receive a credit to their monthly demand charges of \$3.62 per kilowatt per month of customer designated Interruptible Demand. In a month in which the District has requested Demand Reduction, customer shall receive a credit of \$3.62 per kilowatt per month of actual Demand Reduction achieved as described in Section 10.4, not to exceed the customer designated Interruptible Demand amount.

In months in which multiple requests for Demand Reduction are made, customer credit shall be based on the occurrence in which the *least* amount of actual Demand Reduction was achieved. For billing purposes, the Interruptible Demand shall be the same as the customer's demand, if customer's demand is less than the Interruptible Demand.

### **10.6 Non-Compliance Demand Charge**

A Non-Compliance Demand Charge will be imposed in the event that 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 \$3.62 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 \$3.62 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.

### **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. Air Conditioning Controlled Load Service (S.T.E.P.)**

Service under this Schedule is provided to customers who have District-controlled electric central refrigerative air conditioning, which, in the opinion of the District, is suitable for controlled service.

### **11.1 Written Consent**

Service under this Schedule shall be provided only upon the written consent of the customer. If the customer is other than the landowner and the owner of the air conditioning equipment, the customer shall obtain the permission and authorization of the landowner and owner of the equipment to apply for and take service under this Rate Schedule, and to make the grants required hereunder to the District. Written consent to retain service under this Schedule shall be obtained from new customers and owners within thirty (30) days after such service is established at locations where control equipment is in place.

**11.2 Control Period**

Air conditioning cycling control will be accomplished between the hours of 8:30 a.m. and 10:30 p.m. by interruption of controlled air conditioners for a period not to average more than 10 minutes nor exceed 12 minutes each half-hour. Air conditioners will not be interrupted on Sundays except as noted in Special Provision 11.7.

**11.3 Rate Discount**

The following discount will commence with the first billing period (June through September, inclusive) after the District control equipment is installed on the customer's air conditioning equipment. The discount is per ton of controlled air conditioner capacity, as determined by the District. Under no circumstance shall the monthly commercial S.T.E.P. credit exceed the monthly energy charge.

<u>June 1 to September 30:</u>	<u>Discount per Account per Month</u>
Central Air Conditioning Cycling.....	\$ 2.00 per ton of controlled A/C capacity

**11.4 Discount Billing Period**

The control discount for central air conditioning is in effect for four (4) consecutive summer billing periods beginning with the June billing period.

**11.5 Suitable Equipment**

Controlled loads will be limited to permanently installed electric central refrigerative air conditioning equipment served from a branch circuit(s) exclusively devoted to such loads. Air conditioning equipment must have a compatible low voltage control circuit, control energy source, and accessible control equipment mounting location as determined by the District.

**11.6 Multiple Central Air Conditioning Units**

Electric central refrigerative air conditioning systems equipped with more than two compressor units require the installation of District control equipment on two-thirds of total air conditioning capacity. If there are two compressor units, both must be under load control.

**11.7 Emergency Control**

All controllable loads shall be subject to curtailment when, in the District's sole judgment, its generation and purchase capacity or energy resources, transmission capacity, or any combination of these is needed to meet the demands of its other customers and to prevent an otherwise avoidable outage. Emergency control under these circumstances may exceed the restrictions of Special Provision 11.2.

**11.8 Installation, Maintenance and Removal**

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.

**12. 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.

**13. 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.

**14. 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 \_\_\_\_\_