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Salt Lake City, Utah 84111

2011 JAN 20 AM 10:21

IDAHO PUBLIC  
UTILITIES COMMISSION

January 20, 2011

**VIA OVERNIGHT DELIVERY**

Jean D. Jewell  
Commission Secretary  
Idaho Public Utilities Commission  
472 W. Washington  
Boise, ID 83702

Re: Case No. PAC-E-11-06  
In the Matter of the Application of Rocky Mountain Power Requesting Approval  
of Revisions to its Dispatchable Irrigation Load Control Program.

Dear Ms. Jewell:

Enclosed for filing please find an original and nine (9) copies of Rocky Mountain Power's Application in the above referenced matter and of Ms. Carol Hunter's testimony filed in support of the Application. Also enclosed is a CD containing the Application and testimony for the Court Reporter in their original format.

On January 11, 2011, the Company filed Tariff Advice 11-01 proposing modifications to its Schedule 72A Dispatchable Irrigation Load Control Program. Subsequent to discussions with Commission Staff regarding Tariff Advice 11-01, the Company has elected to voluntarily withdraw Tariff Advice 11-01 and to process the proposed tariff modifications in this Application.

Informal inquiries may be directed to Ted Weston, Idaho Regulatory Manager, at (801) 220-2963.

Sincerely,

Jeffrey K. Larsen  
Vice President, Regulation

Enclosures

Mark C. Moench  
 Daniel E. Solander  
 Yvonne R. Hogle  
 Rocky Mountain Power  
 201 South Main Street, Suite 2300  
 Salt Lake City, Utah 84111  
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 2011 JAN 20 AM 10:21  
 IDAHO PUBLIC  
 UTILITIES COMMISSION

*Attorneys for Rocky Mountain Power*

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

|                                     |   |                             |
|-------------------------------------|---|-----------------------------|
| <b>IN THE MATTER OF THE</b>         | ) |                             |
| <b>APPLICATION OF ROCKY</b>         | ) | <b>CASE NO. PAC-E-11-06</b> |
| <b>MOUNTAIN POWER REQUESTING</b>    | ) |                             |
| <b>APPROVAL OF REVISIONS TO ITS</b> | ) | <b>APPLICATION OF</b>       |
| <b>DISPATCHABLE IRRIGATION</b>      | ) | <b>ROCKY MOUNTAIN POWER</b> |
| <b>LOAD CONTROL PROGRAM</b>         | ) |                             |

COMES NOW, Rocky Mountain Power, a division of PacifiCorp (“Rocky Mountain Power” or the “Company”) and in accordance with Idaho Code §§ 61-502 and 61-503 and RP 052, hereby requests that the Idaho Public Utilities Commission (“IPUC” or “Commission”) issue an order on or before February 15, 2011, authorizing prospective changes to its Dispatchable Irrigation Load Control Program. In support of this Application, the Company submits the following:

**I. BACKGROUND**

1. Schedule 72A, Dispatchable Irrigation Load Control Credit Rider Program (“Program”), is a voluntary load control program available to agricultural irrigation customers receiving service under Schedule 10, Irrigation and Soil Drainage Pumping Power Service. The purpose of the Program is to allow the Company to control demand and manage the system

summer peak by turning off participating pumps periodically, not to exceed 52 hours, during June 1 through August 31 (the "Program Season").

2. Under voluntary participation in the Program, participants voluntarily agree to allow the Company to turn off pumps, with a day ahead notification, any Monday through Friday between 11:00 a.m. and 7:00 p.m. Mountain Daylight Time during the Program Season.

3. Rocky Mountain Power implemented the Program as a pilot for the 2007 irrigation season with approximately 65 MW of participating load. During the 2007 pilot the Company was able to achieve the anticipated results so the Company applied in 2008 with the Commission and was granted authorization to roll out the Program in 2008. Participation in the Program grew to 203 MW its first year in 2008; it continued to grow in 2009 to 254 MW and in 2010 reached approximately 278 MW of participation.

4. During 2008 and 2009 the Company began to notice voltage excursions during dispatch events. A review during these years determined the voltage excursions to be caused by two factors, both factors having to do with the Program size and corresponding magnitude of load loss during Program dispatch events. Due to the concentration of participating agricultural pumping loads on specific Company circuits, the circuits were experiencing unacceptable increases at the moment of dispatch. The second contributing factor was the magnitude of the loss of load. Even with adequate time to adjust, the dominance of the participating agricultural pump loads on some circuits is simply beyond the compensatory abilities of the Company's installed voltage control equipment.

5. By 2010, the Company, working with participating customers, implemented a phasing process to ramp load off and back on during dispatch events. While this phasing process helped mitigate the first factor mentioned above, the sudden loss of load at the moment of dispatch, providing time needed for the circuit's voltage control equipment to step into and out of a dispatch event, it did little to mitigate the second factor as the size of the loss of load was beyond the voltage control equipment's ability to compensate. To address the second factor, the

Company determined that it was necessary to move some of the participating customer loads to other control hours, effectively diluting the magnitude of control during the specific peak load hours when the curtailment of load is most needed.

## **II. PROPOSED PROGRAM MODIFICATIONS**

6. Rocky Mountain Power believes that the Program has grown beyond the size that the transmission and distribution systems can absorb in its Idaho service territory as demonstrated by the voltage excursions. In response to these issues, and in an effort to optimize the impact provided by the participating loads, the Company proposes the following Program changes. These Program changes are more fully explained in the testimony of Ms. Carol Hunter that accompanies this Application.

a. Rocky Mountain Power seeks to add language to Schedule 72A which will enable the Company to manage Program participation levels. Idaho Power has similar language in their Irrigation Peak Rewards Program tariff (Schedule 23). Rocky Mountain Power's proposed language includes additional criteria for Program cost effectiveness and impact on the operation of the Company's transmission and distribution system. The Company is proposing the addition of the following language:

The Company shall have the right to select and reject Program participants, regardless of an existing LCSA, at its sole discretion based on criteria the Company considers necessary to ensure the effective operation of the Program and utility system. Selection criteria may include, but will not be limited to; cost effectiveness, impact on the operation of the Company's transmission and distribution system, billing demand, location, pump horse power, pumping system configuration, and/or electric system configurations. Past participation does not ensure selection into the Program in future years. Participation may be limited based upon availability of the Program equipment and funding.

b. The Company proposes to eliminate the graduated rate schedule since participation has exceeded the top level. The Company also proposes to change the Load Control Service Credit to \$25.30 per kW per year.

c. The Company also proposes to revise the opt-out penalty from the posted market price of energy to a graduated scale as listed below:

| Number of Opt-Outs | Amount of LCSC Available to Participant              |
|--------------------|--|
| 1                  | 100% of the participation credit paid to participant |
| 2                  | 90% of the participation credit paid to participant  |
| 3                  | 70% of the participation credit paid to participant  |
| 4                  | 50% of the participation credit paid to participant  |
| 5                  | 25% of the participation credit paid to participant  |
| 6                  | 0% of the participation credit paid to participant   |

d. The Company proposes minor administrative language changes in the tariff, including: modifying language about continued participation in the Program; eliminating the requirement for internet access; deleting duplicate language dealing with calculation of the credit; removing references to air time communication costs; removing use of equipment charges; and changing “irrigation season” to “Program Season” in the tariff.

### **III. MODIFIED PROCEDURE**

7. Rocky Mountain Power requests this Application be processed under Modified Procedure, i.e., by written submissions rather than hearing according to RP 201, et seq. If, however, the Commission determines that a technical hearing is required, the Company stands ready to present testimony and support the Application in such hearing. In support of this Application, Rocky Mountain Power has submitted the pre-filed direct testimony of Carol Hunter.

#### **IV. COMMUNICATIONS**

8. Communications regarding this Application should be addressed to:

Ted Weston  
201 South Main, Suite 2300  
Salt Lake City, Utah 84111  
Telephone: (801) 220-2963  
Fax: (801) 220-2798  
Email: [ted.weston@pacificorp.com](mailto:ted.weston@pacificorp.com)

and to:

Daniel E. Solander  
201 South Main, Suite 2300  
Salt Lake City, Utah 84111  
Telephone: (801) 220-4014  
Fax: (801) 220-3299  
Email: [daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com)

In addition, the Company respectfully requests that all data requests regarding this matter be addressed to one or more of the following:

By e-mail (preferred) [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)

By regular mail  
Data Request Response Center  
PacifiCorp  
825 NE Multnomah, Suite 2000  
Portland, OR 97232

#### **V. CONCLUSION**

9. Rocky Mountain Power respectfully requests the Commission issue an Order on or before February 15, 2011, approving the requested Program modifications to its Dispatchable Irrigation Load Control Program (Schedule 72A). Rocky Mountain Power represents that it stands ready for immediate consideration of this Application.

DATED this 20<sup>th</sup> day of January, 2011.

Respectfully submitted,

By Mark Moench (AM)  
Mark C. Moench  
Daniel E. Solander  
Yvonne R. Hogle  
Attorneys for Rocky Mountain Power

**ATTACHMENT NO. 1**

(This attachment will contain the clean and legislative copies of the proposed Schedule 72A tariff sheets)



I.P.U.C. No. 1

Fifth Revision of Sheet No. 72A.1  
Canceling Fourth Revision of Sheet No. 72A.1

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**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE SCHEDULE NO. 72A**  
**STATE OF IDAHO**

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**Dispatchable Irrigation Load Control Credit Rider Program**

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**PURPOSE:** This optional tariff allows Customers to participate in a dispatchable control service interruption program in exchange for a Load Control Service Credit (LCSC). Customers participating in this program will be considered participants in the Irrigation Load Control Credit Rider program (Program).

**PARTICIPATION:** Prior to participation, and in order to qualify under this Schedule, Customers, or their designated representative, must execute a Load Control Service Agreement (LCSA) with the Company. The Company shall have the right to select and reject Program participants, regardless of an existing LCSA, at its sole discretion based on criteria the Company considers necessary to ensure the effective operation of the Program and utility system. Selection criteria may include, but will not be limited to; cost effectiveness, impact on the operation of the Company's transmission and distribution system, billing demand, location, pump horse power, pumping system configuration, and/or electric system configurations. Past participation does not ensure selection into the Program in future years. Participation may be limited based upon availability of the Program equipment and funding.

**APPLICABLE:** To qualifying Customers served on Schedule 10 who have signed an LCSA and have been selected by the Company for participation in the Program.

**PROGRAM SEASON:** The Program Season will be from June 1 to August 31, annually.

(Continued)

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Submitted Under Case No. PAC-E-11-06

**ISSUED:** January 20, 2011

**EFFECTIVE:** February 15, 2011

**ELECTRIC SERVICE SCHEDULE NO. 72A – Continued**

**LOAD CONTROL SERVICE AGREEMENT:** The Customer and Company will execute a LCSA for irrigation load control participation. The LCSA will define the terms and conditions of Program participation. Once executed, the agreement shall remain in force for subsequent Program Seasons unless explicitly canceled by the participating Customer, by the Company, or this tariff is suspended or terminated.

**LOAD CONTROL SERVICE CREDIT:** The Load Control Service Credit (LCSC) for a participating site shall be issued to the participating customer in the form of a check, or as a credit against the participating site account if an outstanding account balance exists that is 30 days or more past due two weeks before the credit issuance. The LCSC will be issued no later than October 31 following each Program Season. The LCSC is composed of a Fixed Annual Participation Credit that shall remain fixed throughout the Program Season. The LCSC shall be computed at the conclusion of the Program Season by multiplying the Fixed Annual Participation Credit times the Load Control kW at the Schedule 10 metered pump site. The Load Control kW shall be computed by taking the most recent 2-year billing demand (kW) average for that particular site. In situations where the pump has been replaced and/or re-wound the kW shall be computed by taking the manufacturer's revised nameplate Hp and converting it to the kW using standard engineering conversion metrics.

The Participation Credit for 2011 is \$25.30/kW-yr.

**SCHEDULE:**

**Notification of Credit:** The Company will provide notification of the total LCSC to eligible Schedule 10 customers in advance of the Program Season.

**Load Control Service Agreement:** Concurrent with the Notification of Credit referenced above, the Company will provide a notification or LCSA listing the amount of the credit the Customer will receive for the Program Season if they elect and are selected to participate in the Program. Customers who have not previously entered into a LCSA with the Company and who desire to participate in the Program shall sign the LCSA and return it to the Company by April 15 as an indication of their interest.

(Continued)



**ELECTRIC SERVICE SCHEDULE NO. 72A – Continued**

**DISPATCH CONDITIONS:** The Company shall have the right to implement a Dispatch Event for participating customers according to the following criteria:

- (a) Available Dispatch Hours: 11:00 AM to 7:00 PM Mountain Daylight Savings Time
- (b) Maximum Dispatch Hours: 52 hours per Irrigation Season
- (c) Dispatch Duration: Not more than four hours per Dispatch Event or twelve hours per week
- (d) Dispatch Event Frequency: limited to a single (1) Dispatch Event per day
- (e) Dispatch Days: Monday through Friday (inclusive)
- (f) Dispatch Day Exclusions: July 4 and July 24

**DISPATCH COMMUNICATIONS:** The Company will provide day-ahead notice of intent to dispatch as well as day-of confirmation communication prior to the dispatch event. Communications will be made via voice, text or email messaging depending on each Customer's communication preference.

**SPECIAL CONDITIONS:**

**Outages:** Uncontrolled outages or other types of interruptions do not qualify for payment under the tariff.

**Ownership of Control Equipment:** The load control equipment remains the property of the Company. Customers may, at their discretion, purchase complementary control components that can work with the Company's foundational control units. To the extent possible, the Company will cooperate and work with local equipment distributors in facilitating such additional equipment.

**Communication:** The Company will pay the cost of air time communication .

**Liquidated Damages:** Customers are permitted to 'opt-out' of five (5) Dispatch Events throughout the Program Season. Customers electing to 'opt-out' of a scheduled dispatch event may do so on the program's web page, by contacting the program's call center, or by notifying a program field technician. Each 'opt-out' event will incur a cost resulting in a reduction to the Customer's LCSC as outlined in the "Opt-Out Cost" table below:

Opt-Out Cost

| Number of Opt-Outs | Amount of LCSC Available to Participant              |
|--------------------|--|
| 1                  | 100% of the participation credit paid to participant |
| 2                  | 90% of the participation credit paid to participant  |
| 3                  | 70% of the participation credit paid to participant  |
| 4                  | 50% of the participation credit paid to participant  |
| 5                  | 25% of the participation credit paid to participant  |
| 6                  | 0% of the participation credit paid to participant   |

(Continued)

**ELECTRIC SERVICE SCHEDULE NO. 72A – Continued**

**Liquidated Damages:** (continued)

'Opt-outs' will be computed at the conclusion of the Program Season and will be included as a reduction to the LCSC payment issued to the Customer prior to October 31 each year. Violation of the Liquidated Damages provision shall result in Early Termination under the terms of Special Condition-Early Termination, forfeiture of the entire LCSC.

**Liability:** The Company is not responsible for any consequences to the participating Customer that result from a load control Dispatch Event or the failure of load control equipment.

**Load Shifting:** Customers participating in this program may not shift irrigation loads to other facilities served by the Company or purchase replacement production from another facility served by the Company. The Company reserves the right to determine if the participating customer site is in violation of Special Condition-Load Shifting. Violation of the Load Shifting provision shall result in Early Termination under the terms of Special Condition-Early Termination, forfeiture of the entire LCSC, and removal from the Program for the remainder of the Program Season.

**Control Equipment Damage / Sabotage:** The Company reserves the right to determine if load control devices were intentionally damaged and/or bypassed to limit load control. Violation of this clause shall result in early termination under the terms of Special Condition-Early Termination, forfeiture of the entire LCSC, and removal from the Program for the remainder of the Program Season.

**Early Termination:** If the Customer is terminated from the Program the Customer shall be responsible for reimbursing the Company for costs associated with participation in the Program. Such costs include, but are not limited to, direct and indirect labor costs associated with enrolling the Customer in the Program, labor costs for installing the equipment, labor to investigate intentional damage to load control devices, removing the Customer from the Program, and will not include costs for replacement power. Customers required to pay costs associated with early termination under terms of this Special Condition will be provided with a statement detailing such costs.

**Free Riders:** Customers may not participate in this Program with accounts and meters that would not have used power during the Program Season irrespective of participation in the Program. The Company reserves the right to determine if the participating customer is in violation of the Special Condition-Free Riders. Violation of Special Condition-Free Riders shall result in Early Termination, forfeiture of the LCSC, and removal from the Program for the remainder of the Program Season.

**ELECTRIC SERVICE REGULATIONS:** Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Idaho Public Utilities Commission, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.



I.P.U.C. No. 1

~~Fifth~~ ~~Fourth~~ Revision of Sheet No. 72A.1  
Canceling ~~Fourth~~ ~~Third~~ Revision of Sheet No. 72A.1

ROCKY MOUNTAIN POWER  
ELECTRIC SERVICE SCHEDULE NO. 72A  
STATE OF IDAHO

Dispatchable Irrigation Load Control Credit Rider Program

**PURPOSE:** This optional tariff allows Customers to participate in a dispatchable control service interruption program in exchange for a Load Control Service Credit (LCSC). Customers participating in this program will be considered participants in the Irrigation Load Control Credit Rider program (Program).

**PARTICIPATION:** Prior to participation, and in order to qualify under this Schedule, Customers, or their designated representative, -must execute a Load Control Service Agreement (LCSA) with the Company. The Company shall have the right to select and reject Program participants, regardless of an existing LCSA, at its sole discretion based on criteria the Company considers necessary to ensure the effective operation of the Program and utility system. Selection criteria may include, but will not be limited to; cost effectiveness, impact on the operation of the Company's transmission and distribution system, billing demand, location, pump horse power, pumping system configuration, and/or electric system configurations. Participants in the dispatchable program will be considered program participants for subsequent years unless the Customer explicitly communicates the desire to no longer participate in the Load Control Credit Rider program. Past participation does not ensure selection into the Program in future years. Participation may be limited based upon availability of the Program equipment and funding.

**APPLICABLE:** To qualifying Customers served on Schedule 10 who have signed an LCSA and have been selected by the Company for participation in the Program.

-and who have continuous access to the Internet from May 1 through September 15. Access to the internet beginning May 1 is required to allow for program information sharing, training, and communication testing in advance of the control season. In addition, Schedule 10 Customers participating in the dispatchable program must:

- (a) — Meet minimum irrigation equipment motor load size of 30 Hp. The Company may evaluate individual pumps or motors smaller than 30 Hp to determine if participation is cost effective or necessary because such pumps are part of a larger participating system.
- (b) — Use advanced 2-way remote control equipment as specified by the Company to manage ALL pumping requirements throughout the Company defined Irrigation Season (June 1 through September 15).
- (c) — Participate in Company defined training to set up their pump sites for dispatch.

Submitted Under Advice Case No. PAC-E-11-0609-05

**ISSUED:** October 28, 2009 January 20, 2011

**EFFECTIVE:** February 15, 2011 December 31, 2009



I.P.U.C. No. 1

~~Fifth Fourth~~ Revision of Sheet No. 72A.1  
Canceling ~~Fourth Third~~ Revision of Sheet No. 72A.2

(d) ~~Incur air time communication charges for communication transactions exceeding 70 per month. Charges for communication transactions in excess of 70 per month will be deducted from the Customer's LCSC.~~

**DISPATCHABLE PROGRAM SEASON:** ~~The Program Season is rider is applicable will be~~ from June 1 to August 31, annually.

(Continued)

Submitted Under ~~Advice Case~~ No. PAC-E-11-0609-05

ISSUED: ~~October 28, 2009~~ January 20, 2011

EFFECTIVE: ~~February 15, 2011~~ December 31, 2009

**ELECTRIC SERVICE SCHEDULE NO. 72A – Continued**

**LOAD CONTROL SERVICE AGREEMENT:** The Customer and Company will execute a LCSA for irrigation load control participation. ~~The LCSA shall specify the Load Control kW amount that each of the Customer's sites shall curtail during each Dispatch Event. The agreement will also include typical costs that the Customer may incur for Early Termination.~~ define the terms and conditions of Program participation. Once executed, the agreement shall remain in force for ~~subsequent Program Irrigation~~ Seasons unless explicitly canceled by the participating Customer, by the Company, or this tariff is suspended or terminated.

~~-.Cancellation of an existing LCSA may occur only between September 16 and May 30 each year.~~

**LOAD CONTROL SERVICE CREDIT:** The Load Control Service Credit (LCSC) for a participating site shall be ~~calculated and~~ issued to the participating customer in the form of a check, or as a credit against the participating site account if an outstanding account balance exists that is 30 days or more past due two weeks before the credit issuance. ~~The LCSC will be issued no later than October 31 following each Program Irrigation season.~~ The LCSC is composed of a Fixed Annual Participation Credit that shall remain fixed throughout the Program Irrigation Season each year. The LCSC shall be computed at the conclusion of the Program Irrigation Season by multiplying the Fixed Annual Participation Credit times the Load Control kW at the Schedule 10 metered pump site. The Load Control kW shall be computed by taking the most recent 2-year billing demand (kW) average for that particular site. In situations where the pump has been replaced and/or re-wound the kW shall be computed by taking the manufacturer's revised nameplate Hp and converting it to the kW using standard engineering conversion metrics.

~~The Fixed Annual Participation Credit for 2010, 2011 and 2012 is based upon total program participation volumes as defined in the table below (Participation Credit Schedule). The participation credit is increased for each tier of program participation volume to encourage participation in the program.~~

The Participation Credit for 2011 is \$25.30/kW-yr. Schedule

| <u>Program Participation Volumes (MW)</u> | <u>Participation Credit (\$/kW-yr)</u> |
|---|--|
| <u>Less than 150</u>                      | <u>\$23.00</u>                         |
| <u>150 to less than 175</u>               | <u>\$26.00</u>                         |
| <u>175 or greater</u>                     | <u>\$28.00</u>                         |

**SCHEDULE:**

**Notification of Credit:** The Company will provide notification of the total LCSC to ~~all~~ eligible Schedule 10 customers in advance of the Program Season by February 15 each year.

**Load Control Service Agreement:** Concurrent with the Notification of Credit referenced above, the Company will provide a notification or LCSA listing the amount of the credit the Customer will receive for the ~~Program Irrigation~~ season if they elect and are selected to participate in the ~~P~~ program. Customers who have not previously entered into a LCSA with the Company and who desire to participate in this load

I.P.U.C. No. 1

~~Fifth~~ ~~Fourth~~ Revision of Sheet No. 72A.2  
Canceling ~~Fourth~~ ~~Third~~ Revision of Sheet No. 72A.2

~~control~~ ~~the~~ Program shall sign the LCSA and return it to the Company by April 15 ~~to indicate their~~  
~~participation as an indication of their interest.~~

-(Continued)

Submitted Under ~~Advice Case~~ No. ~~PAC-E-11-0609-05~~

ISSUED: ~~October 28, 2009~~ January 20, 2011

EFFECTIVE: ~~February 15, 2011~~ December 31, 2009

**ELECTRIC SERVICE SCHEDULE NO. 72A – Continued**

**DISPATCH CONDITIONS:** The Company shall have the right to implement a Dispatch Event for participating customers according to the following criteria:

- (a) Available Dispatch Hours: 11:00 AM to 7:00 PM Mountain Daylight Savings Time
- (b) Maximum Dispatch Hours: 52 hours per Irrigation Season
- (c) Dispatch Duration: Not more than four hours per Dispatch Event or twelve hours per week
- (d) Dispatch Event Frequency: limited to a single (1) Dispatch Event per day
- (e) Dispatch Days: Monday through Friday (inclusive)
- (f) Dispatch Day Exclusions: July 4 and July 24

**DISPATCH COMMUNICATIONS:** The Company will provide day-ahead notice of intent to dispatch as well as day-of confirmation communication prior to the dispatch event. Communications will be made via voice, text or email messaging depending on each Customer's communication preference.

**SPECIAL CONDITIONS:**

~~Load Control kW: The Load Control kW amount for the Irrigation Season shall be computed as follows:~~

- ~~1. The maximum kW for the past two (2) years (or available history) for each of the four irrigation months shall be averaged by month (June 1 through September 15).~~
- ~~2. The average monthly values calculated in Step 1 above shall be averaged.~~
- ~~3. The output of Step 2 above shall be multiplied by the appropriate participation credit as defined in the Participant Credit Schedule above.~~

**Outages:** Uncontrolled outages or other types of interruptions do not qualify for payment under the tariff.

**Ownership of Control Equipment:** The load control equipment remains the property of the Company. Customers may, at their discretion, purchase complementary control components that can work with the Company's foundational control units. To the extent possible, the Company will cooperate and work with local equipment distributors in facilitating such additional equipment.

~~Communication: The Company will pay the cost of air time communication for up to 70 transactions per month. Additional Customer communication with irrigation control equipment is permitted. The cost of such transactions will be the Customer's responsibility but will be managed through the Company (Note: Customer air time communication costs, if any, will be calculated as a reduction to the LCSC).~~

:

**Liquidated Damages:** Customers are permitted to 'opt-out' of five (5) Dispatch Events throughout the ~~Program Irrigation~~ Season. Customers electing to 'opt-out' of a scheduled dispatch event may do so on the program's web page, by contacting the program's call center, or by notifying a program field technician.

Each 'opt-out' event will incur a cost resulting in a reduction to the Customer's LCSC as outlined in the "Opt-Out Cost" table below:

Opt-Out Cost

| <u>Number of Opt-Outs</u> | <u>Amount of LCSC Available to Participant</u>              |
|---------------------------|---|
| <u>1</u>                  | <u>100% of the participation credit paid to participant</u> |
| <u>2</u>                  | <u>90% of the participation credit paid to participant</u>  |
| <u>3</u>                  | <u>70% of the participation credit paid to participant</u>  |
| <u>4</u>                  | <u>50% of the participation credit paid to participant</u>  |
| <u>5</u>                  | <u>25% of the participation credit paid to participant</u>  |
| <u>6</u>                  | <u>0% of the participation credit paid to participant</u>   |

~~- The costs will be calculated based on the \$/MWh the Company otherwise has to pay for power at the time of the Dispatch Event. Such \$/MWh prices will be provided by day ahead on peak price as published at <http://theice.com> and will be based on the established Four Corners trading hubs.~~

(Continued)

**ELECTRIC SERVICE SCHEDULE NO. 72A – Continued**

**Liquidated Damages:** (continued)

'Opt-outs' will be computed at the conclusion of the ~~Program S~~irrigation season and will be included as a reduction to the LCSC payment issued to the Customer prior to October 31 each year. ~~'Opt-outs' beyond those identified above are not permitted.~~ Violation of the Liquidated Damages provision shall result in Early Termination under the terms of Special Condition-Early Termination, forfeiture of the entire LCSC.

**Liability:** The Company is not responsible for any consequences to the participating Customer that result from a load control Dispatch Event or the failure of load control equipment.

~~**Use of Load Control Equipment:** The Customer shall be required to exclusively use the 2-way load control equipment to manage their irrigation equipment through the duration of the Irrigation Season.~~

**Load Shifting:** Customers participating in this program may not shift irrigation loads to other facilities served by the Company or purchase replacement production from another facility served by the Company. The Company reserves the right to determine if the participating customer site is in violation of Special Condition-Load Shifting. Violation of the Load Shifting provision shall result in Early Termination under the terms of Special Condition-Early Termination, forfeiture of the entire LCSC, and removal from the ~~P~~program for the remainder of the ~~Irrigation-Program~~ Season.

**Control Equipment Damage / Sabotage:** The Company reserves the right to determine if load control devices were intentionally damaged and/or bypassed to limit load control. Violation of this clause shall result in early termination under the terms of Special Condition-Early Termination, forfeiture of the entire LCSC, and removal from the ~~pilot p~~Program for the remainder of the ~~Irrigation-Program~~ Season.

**Early Termination:** If the Customer is terminated from the ~~P~~program the Customer shall be responsible for reimbursing the Company for costs associated with participation in the ~~P~~program. Such costs include, but are not limited to, direct and indirect labor costs associated with enrolling the Customer in the ~~P~~program, labor costs for installing the equipment, labor to investigate intentional damage to load control devices, removing the Customer from the ~~P~~program, and will not include costs for replacement power. Customers required to pay costs associated with early termination under terms of this Special Condition will be provided with a statement detailing such costs.

**Free Riders:** Customers may not participate in this ~~P~~program with accounts and meters that would not have used power during the ~~Irrigation-Program~~ Season irrespective of participation in the ~~P~~program. The Company reserves the right to determine if the participating customer is in violation of the Special Condition-Free Riders. Violation of Special Condition-Free Riders shall result in Early Termination, forfeiture of the LCSC, and removal from the ~~P~~program for the remainder of the ~~Irrigation-Program~~ Season.

**ELECTRIC SERVICE REGULATIONS:** Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service



I.P.U.C. No. 1

~~Fourth~~ ~~Third~~ Revision of Sheet No. 72A.4  
Canceling ~~Third~~ ~~Second~~ Revision of Sheet No. 72A.4

Regulations of the Company on file with and approved by the Idaho Public Utilities Commission, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

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Submitted Under ~~Advice~~ Case No. ~~PAC-E-11-0609-01~~

ISSUED: ~~February 11, 2009~~ January 20, 2011

EFFECTIVE: ~~February 15, 2011~~ June 1, 2009