



April 6, 2011

***VIA ELECTRONIC FILING  
AND OVERNIGHT DELIVERY***

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

Attention: Jean D. Jewell  
Commission Secretary

RECEIVED

2011 APR -7 AM 9:52

IDAHO PUBLIC  
UTILITIES COMMISSION

201 South Main, Suite 2300  
Salt Lake City, Utah 84111

**RE: CASE NO. PAC-E-11-06  
IN THE MATTER OF THE APPLICATION OF PACIFICORP DBA ROCKY MOUNTAIN  
POWER' S REQUEST FOR APPROVAL OF REVISIONS TO ITS DISPATCHABLE  
IRRIGATION LOAD CONTROL PROGRAM**

Enclosed please find the original and seven (7) copies of the Stipulation entered into by and between Rocky Mountain Power and the following parties of record in the above captioned matter: Staff for the Idaho Public Utilities Commission, and the Idaho Irrigation Pumpers Association. The Idaho Conservation League is not party to, but does not oppose the Commission approval of the Stipulation.

Please contact Ted Weston at (801) 220-2963 with any questions.

Sincerely,

Jeffrey K. Larsen  
Vice President of Regulation  
Rocky Mountain Power

Enclosures

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Daniel E. Solander  
Yvonne R. Hogle  
Rocky Mountain Power  
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2011 APR -7 AM 10: 01  
IDAHO PUBLIC  
UTILITIES COMMISSION

*Attorneys for Rocky Mountain Power*

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

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

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This stipulation ("Stipulation") is entered into by and among Rocky Mountain Power, a division of PacifiCorp ("Rocky Mountain Power" or the "Company") and the following parties of record in Case No. PAC-E-11-06: Staff for the Idaho Public Utilities Commission ("Staff"); and the Idaho Irrigation Pumpers Association. The Idaho Conservation League is not a party to, but does not oppose the Commission approving the Stipulation.

**I. INTRODUCTION**

1. The terms and conditions of this Stipulation are set forth herein. The Parties agree that this Stipulation represents a fair, just and reasonable compromise of the issues raised in this proceeding and that this Stipulation is in the public interest. The Parties, therefore, recommend that the Idaho Public Utilities Commission ("Commission") approve the Stipulation and all of its terms and conditions. *See* IDAPA 31.01.01.271, 272, and 274.

## **II. BACKGROUND**

2. On January 20, 2011, Rocky Mountain Power filed an Application seeking authority to implement changes to its Dispatchable Irrigation Load Control Program, including: (1) adding language to Schedule 72A to provide the Company additional discretion to select or reject Program participants; (2) eliminating the graduated rate schedule and changing the Load Control Service Credit to \$25.30 per kW per year; (3) revising the opt-out penalty to a graduated scale, which reduces the percentage of the participation credit paid to participant based on the number of opt-outs; and (4) changing administrative language in the tariff. The Company requested an order on or before February 15, 2011.

3. With a view toward resolving the issues raised in Rocky Mountain Power's Application in this proceeding, representatives of the Parties have held discussions on multiple occasions pursuant to IDAPA 31.01.01.271 and 272, to engage in settlement discussions.

Based upon the settlement discussions between the Parties, as a compromise of the positions in this proceeding, and for other consideration as set forth below, the Parties agree to the following terms:

## **III. TERMS OF THE STIPULATION**

4. The Parties agree that, in 2011, the Company will pay the current Load Control Service Credit of \$28.00 per kW-year plus a \$2.00 incentive totaling \$30.00 per kW-year for the 2011 program season for a combined program participation at 175 MW or greater. This credit will be reduced for the impact of 11 MW of unobtainable curtailment due to constraints on the Company's transmission system (shown below). If the program participation levels are greater than 175 MW, then the reduction to the credits paid is as follows:  $\$30.00 \text{ per kW-year} \times 11,235 \text{ kW} = \$337,050$  /  $232,100 \text{ kW} = \$1.45 \text{ per kW-year}$ , or a credit of \$28.55 per kW-year. If the program participation levels are less than 175 MW then all participants will be paid according to

the Participation Credit Schedule listed on Electric Service Schedule 72A, Sheet No. 72A.2, less an adjustment of \$1.45 per kW-year.

| Substations | Circuits | Peak Load | Nominal Participation Load | Nominal Participation net 18% | Curtailable Load | Additional Reductions Net of 18% | Total Reductions | % of Total Participation |
|-------------|----------|-----------|----------------------------|-------------------------------|------------------|----------------------------------|------------------|--------------------------|
| Hamer       | HMR11    | 7,800     | 13,061                     | 10,710                        | 5,850            | 4,860                            | 7,211            | 55%                      |
|             | HMR12    | 2,747     | 2,605                      | 2,136                         | 2,060            | 76                               | 545              | 21%                      |
| Sandune     | SND21    | 12,960    | 16,927                     | 13,880                        | 9,720            | 4,160                            | 7,207            | 43%                      |
| Reno        | REN13    | 3,505     | 5,814                      | 4,768                         | 2,629            | 2,139                            | 3,186            | 55%                      |

$(4,860 + 76 + 4,160 + 2,139 = 11,235 \text{ kW})$

5. The Parties agree that, in 2012, the Company will pay the current Load Control Service Credit of \$28.00 per kW-year plus a \$2.00 incentive totaling \$30.00 per kw-year for the 2012 program season for a combined program participation at 175 MW or greater. If the program participation levels are less than 175 MW, then all participants will be paid according to the Participation Credit Schedule listed on Electric Service Schedule 72A, Sheet No. 72A.2.

6. The Company commits to investing a minimum of \$1.3 million in capital improvements to identify and install equipment needed to reduce the constraints on the four substations noted above prior to the start of the 2012 irrigation season.

7. As part of the annual irrigation report, the Company agrees to complete a review of circuit loading and recommend any needed changes or investments for the following year's irrigation season to continue to address circuit loading issues.

8. The Parties agree that the dispatch program season will be from June 1 to August 31 of each year.

9. The Parties agree that Schedule 72A will be revised to include the following language which will be in effect for 2011 and 2012. The Company must seek and receive approval from the Commission to include the language in the tariff for years after 2012:

The Company shall have the right to select and reject new Program participants, 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 and impact on the operation of the Company's transmission and distribution system.

10. The Parties agree that the Company will include changes to the tariff to change the penalty for opt-out events available to the Schedule 72A participants to a percentage reduction in the participation credit for each event as follows:

- 1 opt out event - 100% of the participation credit paid to participant
- 2 opt out events - 90% of the participation credit paid to participant
- 3 opt out events - 70% of the participation credit paid to participant
- 4 opt out events - 50% of the participation credit paid to participant
- 5 opt out events - 25% of the participation credit paid to participant
- 6 opt out events - participation in Program terminated for the year

11. The Parties agree that, at the discretion of the Company and by agreement with selected customers, selected irrigators will be required to manually operate their pumps during control events. Failure to operate the pump will be considered an opt-out event.

12. For 2011 and 2012, the Parties agree that program participation will be targeted to achieve 232 MW of participating load. The Company will work to ratably reduce program participation from the 2010 level of 283 MW by 18% to approximately 232 MW.

a. The Company will work with individual pumpers participating in the program to identify the approximate reduction necessary to achieve an 18% reduction from their 2010 participating loads.

b. During this timeframe, new participants or additional load from exiting participants will not be accepted into the program, and no new participants will be accepted into the Program until existing participants' load is eligible for inclusion in the program.

c. Participants without the ability to identify an 18% reduction by segmenting pumps will receive a payment equal to 82% of the incentive, i.e., a pumper that only has one pump will receive 82% of the incentive but the one pump will remain fully in the program.

d. The participation levels will be worked out and communicated to participants within 20 calendar days of approval of this Stipulation.

e. The changes noted above will result in the following impacts to the program based on 2010 load levels and achieve a 20% overall reduction to the program:

|                               |               |
|-------------------------------|---------------|
| 2010 Load Participation (MW)  | 283.0         |
| 18% Program Reduction         | <u>(50.9)</u> |
| Total Estimated Program Level | <u>232.1</u>  |

13. The Parties agree to support efforts by the Company and the Idaho staff to encourage the Multi-State Process (“MSP”) Standing Committee to propose a resolution at the next MSP Commissioners’ Forum on the issue of system allocation of the costs for the Idaho Dispatchable Irrigation Load Control Credit Rider Program. If the system allocation of Program costs is not accepted by the states of Utah, Oregon and Wyoming by June 1, 2012, then the Company may seek Program modifications and/or cost recovery before the Idaho Commission, including but not limited to inclusion in a general rate case filing or a request for deferred accounting treatment.

14. The Parties agree to accept the minor language changes in the Program tariff proposed by the Company in its Application, including: deleting language regarding continued participation in the Program; removing the internet access requirement; deleting duplicate language dealing with calculation of the credit; removing references to air time communication costs; changes to use of equipment charges; and changing “irrigation season” to “Program

season” in the tariff. A copy of the proposed Tariff Schedule 72A is attached to this Stipulation as Attachment A.

#### General Provisions

15. The Parties agree that this Stipulation represents a compromise of the positions of the Parties on all issues in this proceeding. Other than the above referenced positions, and except to the extent necessary for a Party to explain before the Commission its own statements and positions with respect to the Stipulation, all negotiations relating to this Stipulation shall not be admissible as evidence in this or any other proceeding regarding this subject matter.

16. The Parties submit this Stipulation to the Commission and recommend approval in its entirety pursuant to IDAPA 31.01.01.274. The Parties shall support this Stipulation before the Commission, and no Party shall appeal any portion of this Stipulation or Order approving the same. If this Stipulation is challenged by any person not a party to the Stipulation, the Parties to this Stipulation reserve the right to cross-examine witnesses and put on such case as they deem appropriate to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlement embodied in this Stipulation. Notwithstanding this reservation of rights, the Parties to this Stipulation agree that they will continue to support the Commission’s adoption of the terms of this Stipulation.

17. In the event the Commission rejects any part or all of this Stipulation, or imposes any additional material conditions on approval of this Stipulation, each Party reserves the right, upon written notice to the Commission and the other Parties to this proceeding, within 15 days of the date of such action by the Commission, to withdraw from this Stipulation. In such case, no Party shall be bound or prejudiced by the terms of this Stipulation, and each Party shall be entitled to seek reconsideration of the Commission’s order, file testimony as it chooses, cross-examine witnesses, and do all other things necessary to put on such case as it deems appropriate.

18. The Parties agree that this Stipulation is in the public interest and that all of its terms and conditions are fair, just and reasonable.

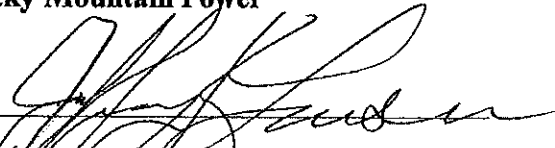
19. No Party shall be bound, benefited or prejudiced by any position asserted in the negotiation of this Stipulation, except to the extent expressly stated herein, nor shall this Stipulation be construed as a waiver of the rights of any Party unless such rights are expressly waived herein. Execution of this Stipulation shall not be deemed to constitute an acknowledgment by any Party of the validity or invalidity of any particular method, theory or principle of regulation or cost recovery. No Party shall be deemed to have agreed that any method, theory or principle of regulation or cost recovery employed in arriving at this Stipulation is appropriate for resolving any issues in any other proceeding in the future. No findings of fact or conclusions of law other than those stated herein shall be deemed to be implicit in this Stipulation.

20. The obligations of the Parties under this Stipulation are subject to the Commission's approval of this Stipulation in accordance with its terms and conditions and, if judicial review is sought, upon such approval being upheld on appeal by a court of competent jurisdiction.

Respectfully submitted this 6<sup>th</sup> day of April, 2011

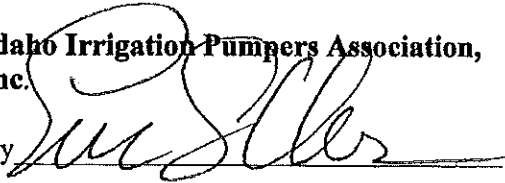


**Rocky Mountain Power**

By   
**Idaho Public Utilities Commission Staff**

By \_\_\_\_\_


**Idaho Irrigation Pumpers Association,  
Inc.**

By 

**Rocky Mountain Power**

By \_\_\_\_\_

**Idaho Public Utilities Commission Staff**

By 

**Idaho Irrigation Pumpers Association,  
Inc.**

By \_\_\_\_\_

## **ATTACHMENT A**



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 new Program participants, 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 and impact on the operation of the Company's transmission and distribution system.

**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:** April 18, 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.

For 2011 the LCSC will be based upon Program participation volumes as defined in the table below, less an adjustment of \$1.45 per kW-year. For participation at or above 175 MW a \$2.00 per kW-year incentive will be added for a total LCSC of \$28.55 per kW-year. For 2012, the LCSC will be the Participation Credit Schedule plus a \$2.00 per KW-year incentive for Program participation at or above 175 MW.

Participation Credit Schedule

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

**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. New participants or additional load from existing participants will NOT be accepted in the Program for 2011 and 2012.

(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.

**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 new Program participants, 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 and impact on the operation of the Company's transmission and distribution system. 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.

**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.
- (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.



I.P.U.C. No. 1

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

~~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: ~~December 31, 2009~~ April 18, 2011

I.P.U.C. No. 1

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

### 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 Irrigation Program~~ 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 Irrigation Program Season.~~ The LCSC is composed of a Fixed Annual Participation Credit that shall remain fixed throughout the Irrigation Program Season each year. ~~The LCSC shall be computed at the conclusion of the Irrigation 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 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. For 2011 the LCSC will be based upon Program participation volumes as defined in the table below, less an adjustment of \$1.45 per kW-year. For participation at or above 175 MW a \$2.00 per kW-year incentive will be added for a total LCSC of \$28.55 per kW-year. For 2012, the LCSC will be the Participation Credit Schedule plus a \$2.00 per KW-year incentive for Program participation at or above 175 MW.~~

#### Participation Credit Schedule

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

#### 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.~~

Submitted Under ~~Advice Case~~ No. ~~09-05~~ PAC-E-11-06

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

EFFECTIVE: ~~April 18, 2011~~ December 31, 2009



I.P.U.C. No. 1

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

**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 ~~Sirrigation~~ season if they elect and are selected to participate in the Pprogram. New participants or additional load from existing participants will NOT be accepted in the Program for 2011 and 2012. ~~Customers who have not previously entered into a LCSA with the Company and who desire to participate in this load control program shall sign the LCSA and return it to the Company by April 15 to indicate their participation.~~

(Continued)

Submitted Under ~~Advice Case~~ No. ~~09-05~~ PAC-E-11-06

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

EFFECTIVE: April 18, 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.

I.P.U.C. No. 1

~~Fifth~~ ~~Fourth~~ Revision of Sheet No. 72A.3  
Canceling ~~Fourth~~ ~~Third~~ Revision of Sheet No. 72A.3

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)

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

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

EFFECTIVE: April 18, 2011 ~~December 31, 2009~~



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

**Liquidated Damages:** (continued)

'Opt-outs' will be computed at the conclusion of the ~~Program~~ ~~Sirrigation~~ 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.

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

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

EFFECTIVE: April 18, 2011 ~~June 1, 2009~~

## CERTIFICATE OF SERVICE

I hereby certify that on this 6<sup>th</sup> day of April, 2011, I caused to be served, via E-mail, a true and correct copy of Rocky Mountain Power's Stipulation in PAC-E-11-06 to the following:

Eric L. Olsen  
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Carrie Meyer  
Coordinator, Administrative Services