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

January 31, 2011

IDAHO PUBLIC
UTILITIES COMMISSION

VIA OVERNIGHT DELIVERY

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

Re: Case No. PAC-E-12-01
Idaho Public Utilities Commission Staff ("Staff") Formal Complaint That Rocky
Mountain Power Was Billing Under An Inappropriate Rate Schedule.

Dear Ms. Jewell:

Please find enclosed an original and seven (7) copies of Rocky Mountain Power's reply
comments in the above referenced matter.

All formal correspondence and regarding this Application should be addressed to:

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

Daniel E. Solander
Barbara Ishimatsu
Rocky Mountain Power
201 South Main Street, Suite 2300
Salt Lake City, Utah 84111
Telephone: (801) 220-4014
Fax: (801) 220-3299
Email: daniel.solander@pacificorp.com

Communications regarding discovery matters, including data requests issued to Rocky Mountain
Power, should be addressed to the following:

By E-mail (preferred): datarequest@pacificorp.com

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

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

Very truly yours,

Reuben R. Hall
for

Jeffrey K. Larsen
Vice President, Regulation

Enclosures

I. ANSWER

1. According to Company records, Mr. Ted Orchard, owner of Idaho Travertine Corporation (“Travertine” or “Customer”) in Idaho Falls contacted the company by phone on April 14, 2010, and applied for a non-residential electrical service at 3935 North Yellowstone Highway in Idaho Falls.

2. In early November 2011, Travertine filed an informal complaint with the Idaho Public Utilities Commission (the “Commission”) alleging that Travertine’s account should have been billed on Electric Service Schedule (the “Schedule”) 23 instead of Schedule 6 because its own analysis indicated that Schedule 23 would have been more favorable. As part of the resolution, the Company recognized the filing of that informal complaint as a written request to change to Schedule 23. The Company made this change effective with the billing cycle ending November 10, 2011, the next billing cycle after the date of the request.

3. Travertine and Staff allege Travertine is entitled to a refund of the difference between the rate on Schedule 6 and Schedule 23 from the date the account was established in April 2010 and the date the Company changed the Schedule in November 2011 claiming that Rocky Mountain Power selected an incorrect Schedule.

4. Neither Travertine nor Staff denies that Schedule 6 is an *applicable* service schedule. The only allegation is that Schedule 23 would have been *better*, after making a comprehensive analysis of the actual use from April 2010. Staff alleges that Rocky Mountain Power knew or should have known to assign Travertine to Schedule 23 in April 2010 based only on the fact that thirteen years earlier, Travertine filed a complaint to change the rate from Schedule 6 to Schedule 23 on a Travertine account that closed in 2008 (the “First Account”).

5. Staff and Travertine requested the company adjust Travertine's billing back to April 2010, when the account was opened. The Company respectfully declined the request since the Company complied with Electric Service Regulation No. 3 and did not violate Rule 203. The Company initially assigned Travertine to Schedule 6 in good faith based upon information received from Travertine. The Company agreed to change the billing to Schedule 23 after receiving a written request and made that change effective with the next meter reading.

6. The Company's refusal to adjust Travertine's billing is consistent with the resolution of a similar complaint filed by Travertine in 1997 on the First Account (the "1997 Complaint"). As noted by Staff, the Company changed the billing schedule from Schedule 6 to Schedule 23 after Travertine filed an informal complaint. The Commission "did not require RMP to provide a refund to the customer for the difference between Schedule 23 and Schedule 6." Mem. at 2.

7. The Company is not required to adjust the effective date of the schedule change back to April 2010 because it relied in good faith upon information provided by Travertine and provided at least three written notices of options available under the tariffs. Travertine did not make an election for Schedule 23 during the initial set-up, or after receiving any of the written notices even though Travertine was obviously aware of the existence of that schedule given the 1997 Complaint.

8. The Applicable tariff provisions are provided below, in relevant part (emphasis added):

Original Sheet No. 3R.1, Electric Service Regulation No. 3,

Selection and Changes of Electric Service Schedule: Where optional electric service schedules are available, the Company, **upon request** will assist the Customer in the selection of the electric service schedule most favorable to him. The recommendation to the Customer will be based on his statement of

the class of service required, **the amount and manner of use** and other pertinent information. The Company shall not be required to adjust billings when it has **acted in good faith based upon available information or when the customer was given written notice of options under the tariff schedules and did not make a timely election to exercise his/her\its options.** A Customer being billed under one of two or more optional electric service schedules applicable to his class of service may elect to be billed on any other applicable electric service schedule **by notifying the Company in writing.** The Company will bill the Customer under such elected Schedule **from and after the date of the next meter reading.**

Utility Customer Relations Rules, IDAPA 31.21.01, Rule 203. Billing Under Inappropriate Tariff Schedule

A customer has been billed under an inappropriate tariff schedule if:

c. The customer, who is eligible for billing under more than one (1) tariff schedule, was billed under a schedule **contrary to the customer's election,** or the election was based on **erroneous information provided by the utility.**

02. Exceptions. The utility shall not be required to adjust billings when it has acted in good faith based upon available information or when the customer was given **written notice of options** under the tariff schedules and **did not make a timely election to exercise available options.**

9. The Company's customer service representatives follow a script for setting up new service such as this. New customers and the representative discuss the nature of the business whereupon the customer service representatives selects an applicable general rate schedule and notifies the customer of that schedule. The representatives are required to notify customers they might be eligible for an optional rate, and will discuss eligibility criteria or perform additional analysis of the customer's expected use upon the customer's request. The Company's records show that Travertine was asked if he would like more information regarding optional rates as shown on **Attachment E.** He was also informed the account would bill under Electrical Service Schedule 6.

10. Travertine did not request any information on any other Schedule nor did he provide forecasts of his expected usage that would have allowed the Company to perform a comparison between rate schedules. The account was established upon Mr. Orchard's verbal

consent to the terms disclosed by the customer service representative and the Company sent the first bill on May 12, 2010. The bill specifies the rate as “Commercial Schedule 6” as well as a note to contact the Company by phone or on the website “[t]o find out about other rate options available to you.” (**Confidential Attachment A**).

11. Later in the month of May 2010, the Company sent a new customer welcome letter which stated the account was billed on “Schedule 6”, noted that calling the Business Solutions team provides customers with access to specialists “who can help you with billing, energy efficiency and more”. The letter included an attachment disclosing the pricing formulae for both Schedule 6 and Schedule 23. An example of the letter sent to new Schedule 6 customers in 2010 is included as **Attachment B**. The company also provided a brochure listing additional “easy to use resources to help your business manage energy use and costs . . . and an ‘Ask An Expert’ service for answers to your energy questions.” (**Attachment C**)

12. In December 2010, the Company mailed its annual Consumer Information disclosure. The mailer disclosed the pricing formulae for both Schedule 6 and Schedule 23 as well as the customer’s rights and responsibilities, which includes the obligations to contact the Company “when you have a problem with . . . billing or customer service” as well as whenever the customer makes “significant change[s] that may affect the electrical character of your load affecting you or others.” (**Attachment D**).

13. The Company has also mailed twenty-one bills since April 2010 clearly disclosing the account is billed on Schedule 6.

14. Although the Company disclosed that it had specialists available to assist with analysis of energy use, costs, and alternate rate schedules, Travertine never availed itself of that assistance. Company records indicate that after opening the account in April 2010,

Travertine never contacted the customer service center nor did it make a written request to the Company to change to Schedule 23.

15. As noted by Staff, “there is no way to determine the appropriateness of a rate schedule assignment without” performing “a comprehensive billing analysis in order to determine the least cost rate option.” Mem. at 3. This difficulty is exactly why it is unreasonable to assume the Company should have known in April 2010 that Schedule 23 would have been more beneficial than Schedule 6. Without a customer providing information on the amount and manner of use, such as equipment ratings and load forecasts, the Company has no way to create a comparison of the least cost rate option when establishing a new account. Staff alleges “customers may not have sufficient expertise or resources to compare rates.” That may be true for some customers, for this very reason the Company has a Business Solutions team available to perform this rate comparison analysis. It is undisputed that Travertine was notified by the Company at least four different times of the availability of optional Schedule 23 and the Company offered to perform that analysis to determine whether cost savings would result by changing to Schedule 23.

16. On or about November 2, 2011, Mr. Orchard visited Rocky Mountain Power’s local office to discuss whether Travertine’s bill could be lower on Schedule 23 but was informed that such requests were handled by Company’s customer service department and was given the same phone number as provided on the three mailers to make that request. As the Commission is aware, the Company consolidated its customer service for billing and payment questions from the local offices to a centralized location to provide higher quality service at lower rates to customers.

17. The Company denies that Travertine elected to be on Schedule 23 in April 2010. Staff’s Memo admits that Travertine only “assumed” the account would be assigned to

“the most favorable rate.” Mem. At page 3. There is no evidence to suggest Travertine informed the customer service representative of an expectation to be on Electrical Service Schedule 23. Instead, records indicate that Travertine consented to Schedule 6. The situation here is analogous to choosing a cell phone plan that later turns out to contain more minutes than were actually required. Even though a cheaper plan may have been available at the outset, a wireless carrier would not be expected to credit the difference between the two plans unless the customer had actually provided forecasts of use at the outset or unless the customer requested a change in plans. While the wireless carrier may possess the usage information to perform an account analysis, the burden is on the customer to request that service. Likewise, the Company should not be obligated to provide a credit every time a customer, in hindsight, finds that another Schedule would have been more advantageous. For Electric Service Regulation No. 3 to have any meaning, the Company must be allowed to rely upon the information, or lack thereof, provided by Travertine in setting up the new account.

18. The Company admits that its records show that the First Account was billed on Schedule 6 “as far back as RMP's records go”, Mem. At page 2, but denies that it would be reasonable for Travertine to expect the Company to rely upon those records in setting up the new account in April 2010. The Company would not assume that use by one customer would be the same as any prior customer since usage may vary greatly due to changes in equipment modernization or maintenance, operating goals, or economic conditions.

19. The fact that the First Account billed on Schedule 6 in December 1997 is not evidence that the First Account was not changed to Schedule 23 earlier in 1997. Staff and Travertine have no evidence to show the rate was not changed to Schedule 23 at the time of the 1997 Complaint nor do they deny that the rate could have been changed from Schedule 23 back to Schedule 6 at Travertine's request.

20. The Company denies the resolution of the 1997 Complaint is proof that Rocky Mountain Power should have assigned a different Travertine account to Schedule 23 in April 2010. It is unreasonable to assume the Company knew or had reason to know that Travertine intended its selection of rate schedule thirteen years earlier on the First Account to be used on this new account, especially where Mr. Orchard was silent when specifically asked if he wanted information on other rates. The Company would not normally review closed complaint records without prompting from the customer when setting up a new account on the off chance that a complaint closed thirteen years earlier might be relevant. Based on the information available about service at that location, the Company recommended and Travertine consented to being billed on Schedule 6.

21. On the other hand, it is quite reasonable to assume that if Travertine recalled the 1997 Complaint or felt that Schedule 23 had been beneficial in 1997, that it was aware of optional rate schedules and knew or should have known to ask whether Schedule 23 would be more beneficial than Schedule 6 when setting up the account in April 2010.

22. At all times, the Company has applied the tariffs as filed and complied with Rule 203. The Company's treatment of Travertine's request to change to Schedule 23 is consistent with its treatment of other customers as well as its resolution of the 1997 Complaint.

II. AFFIRMATIVE DEFENSES

1. The Company reasonably relied upon the information provided by Travertine when it established service in April 2010, providing no information upon which the Company could perform a comprehensive analysis to determine that Schedule 23 might be more beneficial than Schedule 6.

2. The Company has no duty to perform a comprehensive billing analysis to compare rates unless and until the customer meets its responsibility to request such an analysis.

3. Travertine was eligible for billing under Schedule 6 and the Company properly billed Travertine under Schedule 6 with the customer's consent.

4. Travertine was eligible for billing under Schedule 6 or under Schedule 23 and the Company provided no erroneous information to mislead Customer to select Schedule 6.

5. The Company provided written notice of options under the tariff at least three times between May 2010 and December 2010; Travertine's request to change schedules in November 2011 did not constitute a timely request by which the Company is obligated to adjust the account billings back to April 2010.

6. Travertine failed to mitigate its damages since it knew about the existence of alternate rate schedules from the 1997 Complaint and received written notice from the Company, yet waited some 17 months before requesting to change to Schedule 23.

7. Travertine consented to Schedule 6 and was contractually bound to that rate until making a written request to the Company to change rate schedules.

8. The Company was contractually bound to charge Travertine on Schedule 6 unless and until Travertine made a written request for a different schedule.

9. The Company already provided all the relief that Travertine is entitled to receive when it made Schedule 23 effective upon the next meter reading following the date of request.

10. The Complaint fails to state a claim for which relief can be granted.

11. Rocky Mountain Power asserts that it may have additional defenses not now known to it, but which may be discovered during the course of these proceedings. Rocky

Mountain Power does not waive such defenses, and specifically asserts them hereby, reserving the right to amend and to plead other defenses as they become known.

CONCLUSION

WHEREFORE having fully answered Complainant's complaint and finding no violation of law, Commission rules, or Company tariffs to base an award of the relief requested, the Company prays that Travertine take nothing by way of the Complaint, that the Complaint be dismissed with prejudice, and for such other relief as the Commission may determine.

Dated this 31st day of January 2012,

Respectfully submitted,

ROCKY MOUNTAIN POWER,



Richard R. Hall
Local Counsel
Stoel Rives LLP
101 S. Capitol Boulevard, Suite 1900
Boise, ID 83702-7705
Phone: (208) 389-9000
Fax: (208) 389-9040

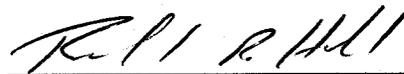
Daniel E. Solander (*pro hac vice pending*)
Barbara Ishimatsu (*pro hac vice pending*)
Rocky Mountain Power
201 South Main Street, Suite 2300
Salt Lake City, Utah 84111
Telephone No. (801) 220-4014
Facsimile No. (801) 220-3299

Attorneys for Rocky Mountain Power

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of January, 2012, I caused to be served, via hand delivery, a true and correct copy of Rocky Mountain Power's Motion for Limited Admission Pro Hac Vice in Case No. PAC-E-12-01 to the following:

Idaho Public Utilities Commission Staff
472 W. Washington
Boise, Idaho 83702



Richard R. Hall

Attachment A

Attachment A

Attachment B

Attachment B



201 South Main
Salt Lake City, Utah 84111

Arco ID 83213-0697



Dear _____,

We're glad to have you on board as a Rocky Mountain Power customer. Our priority is providing your business with safe, reliable power and excellent customer service to help you achieve your goals.

To get you started, we've enclosed our Business Customer Care Guide. In it you'll find information on our Business Solutions team, our specially trained experts who can assist customers like you and help you manage your account the way you like. Our streamlined call menu gives you quick access to these specialists, who can help you with billing, energy efficiency and more.

This guide also gives you information on:

- programs and incentives we offer to help you use energy wisely and manage costs, as well as easy energy efficiency tips;
- our online Business Solutions Toolkit;
- our payment options – choose the most convenient option for your business;
- our award-winning Blue SkySM renewable energy program; and
- your rights and responsibilities as an energy consumer, so you get the best possible service.

For your reference, we've included important price information on the back of this letter. Pricing for your business is listed under **Schedule 6**.

We want to make it easy to do business with us. If you have any questions, please call our Business Solutions team toll free at **1-866-870-3419** or visit **rockymountainpower.net/business**.

If you would like to sign up to receive our quarterly e-mail newsletter, *energy connections*, with updates on energy efficiency, payment and other services we offer or need further assistance, please send us a message at **rockymountainpower.net/contact**.

Are there others in your organization who may have the opportunity to interact with us? Please pass this information on to them.

We're looking forward to serving you.

Sincerely,

A handwritten signature in cursive script that reads "Karen Gilmore".

Karen Gilmore
Vice President, Customer Services

our true strength is
our connection to you

We're working to keep your prices down as energy use grows

Delivering safe, reliable, low-cost power is a responsibility we take seriously. We work to keep prices down by lowering our operating costs and improving how we do business.

To meet the growing demand for electricity, we're building new lines, substations and power plants as well as continuing

to invest in maintaining the existing electric system.

You can see how your rates compare to other states at rockymountainpower.net/busmap. And you can get information on rates and the regulatory process at rockymountainpower.net/rates.

Price information

Schedule 23/23A – General Service

Single or three phase service

Monthly Bill:

Customer Service Charge	
Secondary	\$13.72
Primary	\$41.16
Energy Rate	
May through October	7.6737 cents per kWh
November through April	6.6985 cents per kWh
Primary Voltage Discount	0.3706 cents per kWh
Minimum Bill	The Customer Service Charge
Seasonal Service Option (one year contract minimum):	
Net minimum seasonal payment	
Secondary	\$164.64
Primary	\$493.92
Plus appropriate Energy charges	

Schedule 6/6A – General Service – Large Power

Single or three phase service

Monthly Bill:

Customer Service Charge	
Secondary	\$30.97
Primary	\$92.91
Power Rate	
May through October	\$11.34 per kW
November through April	\$9.33 per kW
Energy Rate	3.1380 cents per kWh
Primary Voltage Discount	\$0.53 per kW of Power
Minimum Bill	The Customer Service Charge
Seasonal Service Option (one year contract minimum):	
Net minimum seasonal payment	
Secondary	\$371.75
Primary	\$1,115.25
Plus appropriate Power and Energy charges	

Schedule 10 – Irrigation and Soil Drainage Pumping Power Service

Single or three phase service to motors on pumps and machinery used for irrigation and soil drainage

Irrigation Season: June 1 to September 15

Schedule 10, continued

Monthly Bill, On-Season:

Customer Service Charge	
Small - 15 HP or less	\$11.74
Large - over 15 HP	\$34.14
Power Rate	\$4.55 per kW
Energy Rate	
First 25,000 kWh	7.1315 cents per kWh
Next 225,000 kWh	5.2750 cents per kWh
All Additional kWh	3.9095 cents per kWh
Minimum Bill	The Customer Service Charge

Monthly Bill, Post-Season:

Customer Service Charge	
	\$18.08
Energy Rate	6.0315 cents per kWh
Minimum Bill	The Customer Service Charge

Schedule 7/7A – Security Area Lighting

Initial Lumens	Watts	Rate Per Lamp
Mercury Vapor Lamps		
7,000	175	\$26.40
20,000	400	\$47.09
Sodium Vapor Lamps		
5,600	70	\$16.77 Lamp and Support Pole \$13.34 Lamp Only
9,500	100	\$19.20 Lamp and Support Pole \$15.77 Lamp Only
16,000	150	\$25.29 Lamp and Support Pole \$22.52 Lamp Only
27,500	250	\$36.37 Lamp and Support Pole \$32.94 Lamp Only
50,000	400	\$50.84 Lamp and Support Pole \$45.00 Lamp Only
Sodium Vapor Flood Lamps		
16,000	150	\$25.29 Lamp and Support Pole \$22.52 Lamp Only
27,500	250	\$36.37 Lamp and Support Pole \$32.94 Lamp Only
50,000	400	\$50.84 Lamp and Support Pole \$45.00 Lamp Only
Low Pressure Sodium Vapor Lamps (Energy Only)		
8,000	55	\$3.60 Per Lamp
13,500	90	\$5.32 Per Lamp
22,500	135	\$7.40 Per Lamp
33,000	180	\$9.01 Per Lamp

All customers are subject to additional charges/credits as set forth in Rocky Mountain Power's retail tariffs approved by the Idaho Public Utilities Commission including Adjustment Schedule 191.

Rates are in effect April 2009 and are subject to change by commission order.

These rate tables do not include specific pricing information for Schedules 9, 11, 12, 19, 24 or 35/35A since relatively few customers are billed this way. However, the schedules are available by calling toll free at 1-866-870-3419 or on our Web site at rockymountainpower.net/rates.

© 2009 Rocky Mountain Power ID

Explanation of terms:

Customer Service Charge: A fee charged that helps pay for the costs of providing service.

Kilowatt-hour (kWh): A measure of electrical energy equal to the amount of energy used by a 100-watt light bulb for ten hours or one 1,000 watt hair dryer for one hour.

Power (kW): The average kilowatts (kW) supplied during the 15-minute period of maximum use during the month as determined by a power meter.

Delivery Voltage: Secondary delivery voltage is service at less than 2,300 volts. Primary delivery voltage is service at 2,300 to less than 46,000 volts where customer provides and maintains all transformers and other necessary equipment. Transmission delivery voltage is service at 46,000 volts or greater through a single point of delivery.

Horsepower (HP): The total connected horsepower served through one service connection.

Attachment C

Attachment C



We work for you

Rocky Mountain Power's Business Solutions team is here to help you and your business save time, money and energy.



We partner with business customers for better service

Complaints and disputes
We will promptly investigate every complaint or dispute we receive, and we'll report to you on the results. Contact us through our toll free phone number at **1-800-470-3419**. Rocky Mountain Power's number is also printed on your bill.

If you're not satisfied with the assistance you received from the first person you talked to at Rocky Mountain Power, you have the right to request that your problem be handled by that person's supervisor, and we'll give you the person's name and how he or she can be reached.

If you talk to the supervisor and still aren't satisfied, you can call or write the Idaho Public Utilities Commission. They'll free phone number is **1-800-470-3419** or online at rockymountainpower.net/ourorganization.

Mailing address:
Rocky Mountain Power
PO Box 13108
Salt Lake City, UT 84113-0108

balance remains at the end of the month, it will be refunded.

Billing
You will receive a bill for electric service each month, based on billing determinants, such as kilowatt-hours registered on your electric meter during the billing period. Your bill will show the date on which your payment is due, the applicable rate schedule and the amount of the bill.

Disconnection notices
Before we disconnect your service, in most instances, we will send you a written notice mailed at least 7 calendar days before the disconnection date. However, only a 24-hour notice will be given when you do not make a first payment according to a payment arrangement, check or make an electronic payment through an account with insufficient funds.

If we do not shut off the service within 24 calendar days after the proposed date, we will not be responsible for any damage to you and remind you that your service can be disconnected after 24 hours.

Closing your account
You need to let us know as soon as possible if you wish to close your account. We will send you a good-bye note to this yourself and not directed on someone else to do it for you. We can't close your account or process your closing bill until you let us know your move-out date.

Third party notices
You may ask that another person receive your bill, and notices.

As part of our commitment to customer service, we want to clarify your role and ours in energy usage. The Idaho Public Service Commission governs relationships between utility consumers and utility companies. We will accept your complaints, service disconnections and other matters. Rocky Mountain Power has prepared this summary of your rights and responsibilities when you apply for an account with, or are a current customer of, a utility company in Idaho.

Deposits
If you are a current customer with a good payment record or a new customer who has good credit with your previous utility for the same type of service, you will not need to make a security deposit. If you don't meet these requirements, however, you may be asked to make a security deposit.

Small commercial customers - required deposits will be no more than one-sixth of the estimated yearly billing at your service address, based on current rates. If you are a current customer, you may be required to make a deposit of no more than one (1) bill payment during the past 12 consecutive months of service. Your deposit will be returned with interest. If you are terminating your service, the deposit and accrued interest will be credited to your final bill.

Large commercial and industrial customers - required deposits will be an average two months of the peak bills in a one-year period. Customers are allowed to pay the deposit in two installments if unable to pay in full.

Irrigation customers - required advance will consist of advance payment of the full irrigation season's estimated billing. This advance will be applied to the account, and if a credit

Lead the way with renewable energy

Our voluntary Blue Sky™ renewable energy program gives you the opportunity to bring sustainable benefits to your business, the environment and the region.

For just a few dollars more on your monthly electric bill, you can:

- support renewable energy, or
- encourage the development of renewable energy
- meet your environmental goals, and
- earn recognition, points, and other rewards through our Blue Sky business partner program and the Agency's Green Power Environmental Protection Partner Program

When you participate in Blue Sky, we purchase renewable energy certificates on your behalf, which helps ensure that more electricity is generated from renewable resources in the region. Rocky Mountain Power does not profit from offering you this option.

Blue Sky purchases are in addition to our investments and plans to meet energy needs with cost-effective renewable energy. Working together, we can help bring even more renewable energy generation to the region.

For program details, a list of participating businesses or to email, visit rockymountainpower.net/bluebiz or call toll free at **1-800-749-3717**.

Rocky Mountain Power

Business Solutions menu options
Please call free **1-800-470-3419**, then menu below

- press 1 If you are calling about a power outage, please call our emergency or other power problem
- press 2 For billing and payment assistance options
- press 3 For new construction
- press 4 To speak with a representative
- press 5 To request these options

You can also contact our Business Solutions team by visiting rockymountainpower.net/contact.

Other business services

Energy efficiency **1-800-322-4335**
energyefficiency.com
rockymountainpower.net/energyefficiency

Business Solutions Toolkit
rockymountainpower.net/toolkit

Renewable energy **1-800-749-3717**
rockymountainpower.net/bluebiz



Let's turn the power on.



We're here when you need us

Our specially trained Business Solutions team is here to help – we have 17 specialists working for you. We'll be glad to assist you if you'd like to discuss your account, need help saving energy or other advice.

To reach our Business Solutions team, call toll free at 1-866-875-3419. Want to sign up for our quarterly newsletter or have a question? E-mail us at BusinessSolutions@rockymountainpower.net. We'll respond to your request within four business days. You can also find helpful information at rockymountainpower.net/business

At Rocky Mountain Power, we're committed

to providing you with more than just reliable, low-cost power. We also offer programs and resources to help you use energy more efficiently and manage your bills. To learn more about what we're doing to help businesses like yours succeed, read on.

Choose a payment and billing option that fits your business

You can decide the most convenient way to receive and pay your bill. Here are a few options for you to consider:

Automatic monthly payment – Enroll in our automatic payment program, and you don't have to write a check or make a payment – it's simply deducted from your bank account on the due date. Your payment is always on time, and you'll still receive a monthly bill in the mail to review.

content

- Our Business Solutions team
- Energy efficiency programs, resources and tips
- Our convenient payment and billing options
- How Blue Sky® renewable energy works
- Energy consumers' rights and responsibilities

Keeping customers informed

When you call us to report a power outage, you'll hear the cause of the problem and be notified approximately when you can expect power to be restored. In most cases, you'll receive an automatic recorded callback confirming your power is back on. You can also request a callback from us.

Helping you do the bright thing

Here are some simple things you can do to reduce energy use and costs in the workplace:

- Keep the thermostat in your business at 75°F during the summer and 68°F in winter.
- Replace maintenance lighting with compact fluorescent lighting.



Albertsons Green Store is saving energy on food. Albertsons Green Store is saving energy on food. Albertsons Green Store is saving energy on food.

- Use ENERGY STAR® qualified office equipment and computers with low-power modes.
 - Turn off computers, printers, fans and lights at the end of the work day.
 - Use LED lighting.
- For more tips, visit rockymountainpower.net/workplace.

Electronic Data Interchange – EDI is the electronic exchange of invoicing and payment data between your business and Rocky Mountain Power. Large businesses, customers with national or regional accounts and government agencies can all benefit from EDI, which can lighten your work load, and mailing and bank costs. It also gives you greater control over your cash flow. We offer EDI invoicing and payment and EDI payment only.

Call 1-866-875-3419 for more information or visit rockymountainpower.net/business

Our smart programs and incentives help you manage costs

Our energy efficiency programs for Idaho businesses and agricultural customers offer cash incentives and rebates to help you save on cooling, lighting and other equipment costs.

With our **Financing® Energy** program, you receive pre-calculated cash incentives for lighting, HVAC and other equipment upgrades that increase your electric energy efficiency.

Our **Energy Finances® program** gives you cash incentives and energy engineering services to help you identify and correct electrical or industrial heating, cooling, refrigeration, compressed air, lighting or pumping or industrial process to the most energy-efficient system available. It's important to conduct it before you begin your project.

Irrigation Energy Savers offers a variety of cash incentives for pivot, flood, boom and drains, cash incentives for pivot, flood, boom equipment upgrades, anti-siphon pump check and more.

These programs make the best use of the electrical system and keep costs down for everyone. For more information, visit rockymountainpower.net/wastewater to learn more and inquire online. You can also call our energy services hotline toll free at **1-800-232-4335** or e-mail us at energyexpert@rockypacificorp.com.



Rocky Mountain Power centers helped owner Matt Madson upgrade to high-efficiency lighting at Quality Door and Hardware in Idaho Falls. The company is now saving nearly \$1,200 in annual energy costs.

Use our online tools to save

Our **Business Solutions Toolkit** provides easy-to-use resources to help your business manage energy use and costs. The Toolkit includes industry-specific benchmark data, analysis tools, energy-saving recommendations, a library of energy information resources, and an "Ask an Expert" service for answers to your energy questions. Log in at rockymountainpower.net/tools.

Attachment D

Attachment D

We think our customers deserve excellent service. But what do we mean by that? Giving you clear, straightforward answers when you have questions, for one thing. This summary was written in cooperation with the Idaho Public Utilities Commission to give you answers to some common questions about bills, credit, deposits and other parts of your electric service. **If you'd like more information on any of the topics we cover here, please call Rocky Mountain Power toll free at 1-866-870-3419 or visit rockymountainpower.net/regulation.** *Si desea una copia en español de este resumen de los derechos y responsabilidades del consumidor, por favor llame al 1-888-225-2611. Su llamada será gratuita.*

Summary of Idaho utility consumer's rights and responsibilities

Rocky Mountain Power has prepared this summary of your rights and responsibilities when you apply for an account with, or are a current customer of a utility company in Idaho.

Customer responsibilities

- Use services safely and pay for them promptly.
- Contact Rocky Mountain Power when you have a problem with payment, service, safety, billing or customer service.
- Notify Rocky Mountain Power about billing or other errors.
- Contact Rocky Mountain Power when you anticipate a payment problem to try to set up a payment plan.
- Notify Rocky Mountain Power when you are moving to another location.
- Notify Rocky Mountain Power about stopping service in your name or about stopping service altogether.
- Allow safe, unobstructed access to your property for meter reading, tree pruning and other essential Rocky Mountain Power personnel and equipment.
- Provide notice to Rocky Mountain Power if you are making any significant change that may affect the electrical character of your load affecting you or others.

Deposits

If you are a current customer with a good payment record or a new customer who has good credit with your previous utility for the same type of service, you will not need to make a security deposit. If you don't meet these requirements, however, you may be asked to make a security deposit.

Small commercial customers – required deposits will be no more than one-sixth of the estimated yearly billing at your service address, based on current rates. If you are a current customer, have paid all undisputed bills and have no more than one (1) late payment during the past 12 consecutive months of service, your deposit will be returned with interest. If you are terminating your service, the deposit and accrued interest will be credited to your final bill.

Large commercial and industrial customers – required deposits will be an average two months of the peak bills in a one-year period. Customers are allowed to pay the deposit in two installments if unable to pay in full.

Irrigation customers – required advance will consist of advance payment of the full irrigation season's estimated billing. This advance will be applied to the account, and if a credit balance remains at the end of the season, it will be refunded.

Billing

You will receive a bill for electric service each month, based on billing determinants, such as kilowatt-hours registered on your electric meter during the billing period. Your bill will show the date on which your payment is due, the applicable rate schedule and the amount of the bill.

Disconnection notices

Before we disconnect your service, in most instances, we will send you a written notice mailed at least seven calendar days before the disconnection date. However, only a 24-hour notice

will be given when you do not make a first payment according to a payment arrangement, when you tender payment with a dishonored check or make an electronic payment drawn on an account with insufficient funds. If we do not shut off the service within 21 calendar days after the proposed date, we will make another attempt to contact you and remind you that your service can be disconnected after 24 hours.

Closing your account

You need to let us know as soon as possible if you plan to move or close your account. It's a good idea to do this yourself and not depend on someone else to do it for you. We can't close your account or process your closing bill until you let us know your move-out date.

Third party notices

You may ask that another person receive your bills and notices.

Complaints and disputes

We will promptly investigate every complaint or dispute we receive, and we'll report to you on the results. Contact us through our toll-free phone number at **1-866-870-3419**. Rocky Mountain Power's number is also printed on your bill.

If you're not satisfied with the assistance you received from the first person you talked to at Rocky Mountain Power, you have the right to request that your problem be handled by that person's supervisor, and we'll give you the supervisor's name and how he or she can be reached.

If you talk to the supervisor and still aren't satisfied, you can call or write the Idaho Public Utilities Commission. Their toll-free phone number is 1-800-432-0369. The address is P.O. Box 83720, Boise, ID 83720-0074.

Rocky Mountain Power will not knowingly disconnect your service while you are honestly pursuing a complaint with a supervisor or the commission.

Copies of these rules and Rocky Mountain Power's filed tariffs, including rate schedules and general rules and regulations, in their original wording, are available to you by calling toll free at **1-866-870-3419** or online at rockymountainpower.net/regulation.

Mailing address:

**Rocky Mountain Power
PO Box 25308
Salt Lake City, UT 84125**

Customer Service Guarantees

When we say we're going to give you a certain level of service, we mean it. And we're so serious about holding ourselves accountable, we've committed to seven Customer Service Guarantees that cover service issues that our customers have told us are most important – restoring and switching on power, keeping appointments, responding to billing inquiries, resolving meter problems and notifying of planned interruptions. If, for some reason, we can't live up to a commitment, we'll pay you. To find out more about our Customer Service Guarantees please call us toll free at **1-866-870-3419**, or visit rockymountainpower.net/guarantees.

Schedule 23/23A – General Service

Single- or three-phase service

Monthly bill:

Customer service charge: \$13.72, secondary
\$41.16, primary

Energy rate:

May–October 7.6737¢ per kwh
November–April 6.6985¢ per kwh

Energy cost adjustment:

0.100¢ per kwh, secondary
0.093¢ per kwh, primary

Primary voltage discount: 0.3706¢ per kwh

Minimum bill: Customer service charge

Seasonal service option: (one year contract minimum)
Net minimum seasonal \$164.64, secondary
payment \$493.92, primary
plus appropriate Energy charges

Schedule 6/6A – General Service – Large Power

Single- or three-phase service

Monthly bill:

Customer service charge: \$30.97, secondary
\$92.91, primary

Power rate:

May–October \$11.34 per kw
November–April \$9.33 per kw

Energy rate: 3.1380¢ per kwh

Energy cost adjustment:

0.100¢ per kwh, secondary
0.093¢ per kwh, primary

Primary voltage discount: \$0.53 per kw

Minimum bill: Customer service charge

Seasonal service option: (one year contract minimum)
Net minimum seasonal \$371.75, secondary
payment \$1,115.25, primary
plus appropriate Power and Energy charges

Explanation of terms:

Customer service charge: A fee charged that helps pay for the costs of providing service.

Kilowatt-hour (kwh): A measure of electrical energy equal to the amount of energy used by a 100-watt light bulb for ten hours or one 1,000-watt hair dryer for one hour.

Power (kw): The average kilowatts (kw) supplied during the 15-minute period of maximum use during the month as determined by a power meter.

Delivery voltage: Secondary delivery voltage is service at less than 2,300 volts. Primary delivery voltage is service at 2,300 to less than 46,000 volts where customer provides and maintains all transformers and other necessary equipment. Transmission delivery voltage is service at 46,000 volts or greater through a single point of delivery.

Horsepower (HP): The total connected horsepower served through one service connection.

Schedule 10 – Irrigation and Soil Drainage Pumping Power Service

Single- or three-phase service to motors on pumps and machinery used for irrigation and soil drainage.

Irrigation season: June 1 – September 15

Monthly bill, on-season:

Customer service charge:

Small – 15 HP or less \$11.74
Large – Over 15 HP \$34.14

Power rate: \$4.55 per kw

Energy rate:

First 25,000 kwh 7.1315¢ per kwh
Next 225,000 kwh 5.2750¢ per kwh
All additional kwh 3.9095¢ per kwh

Energy cost adjustment: 0.100¢ per kwh

Minimum bill: Customer service charge

Monthly bill, post-season:

Customer service charge: \$18.08

Energy rate: 6.0315¢ per kwh

Energy cost adjustment: 0.100¢ per kwh

Minimum bill: Customer service charge

Schedule 7/7A – Security Area Lighting

	Initial lumens	Watts	Rate per lamp
Mercury vapor lamps	7,000	175	\$26.47
	20,000	400	\$47.24
Sodium vapor lamps	5,600	70	\$16.80 w/support pole \$13.37 lamp only
	9,500	100	\$19.24 w/support pole \$15.81 lamp only
	16,000	150	\$25.35 w/support pole \$22.58 lamp only
	27,500	250	\$36.47 w/support pole \$33.04 lamp only
Sodium vapor flood lamps	50,000	400	\$50.99 w/support pole \$45.15 lamp only
	16,000	150	\$25.35 w/support pole \$22.58 lamp only
	27,500	250	\$36.47 w/support pole \$33.04 lamp only
Low pressure sodium vapor lamps (energy only)	50,000	400	\$50.99 w/support pole \$45.15 lamp only
	8,000	55	\$3.63 per lamp
	13,500	90	\$5.36 per lamp
	22,500	135	\$7.46 per lamp
	33,000	180	\$9.08 per lamp

Working to keep prices down: Delivering safe, reliable, low-cost power is a responsibility we take seriously. We continuously work to keep prices down by lowering our operating costs and improving how we do business. See how your rates compare at rockymountainpower.net/ratemap.

All customers are subject to additional charges/credits as set forth in Rocky Mountain Power's retail tariffs approved by the Idaho Public Utilities Commission including Adjustment Schedule 191. Energy Cost Adjustment rates shown are from Adjustment Schedule 94, Energy Cost Adjustment.

Rates are in effect December 2010 and are subject to change by commission order.

These rate tables do not include specific pricing information for Schedules 9, 11, 12, 17, 19, 24 or 35/35A since relatively few customers are billed this way. However, the schedules are available by calling toll free at 1-866-870-3419 or on our website at rockymountainpower.net/rates.

Attachment E

Attachment E