Office of the Secretary
Service Date
December 28, 2012

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF PACIFICORP DBA ROCKY MOUNTAIN POWER TO CANCEL SCHEDULE 17 AND IMPLEMENT A PARTIAL REQUIREMENTS TARIFF	)))))	**CASE NO. PAC-E-12-12**
		ORDER NO. 32704

On August 13, 2012, PacifiCorp dba Rocky Mountain Power ("Rocky Mountain" or "Company") filed an Application, pursuant to *Idaho Code* §§ 61-301, 61-307, 61-622, and 61-623, with the Commission seeking authorization to cancel electric service Schedule No. 17, Standby Service, and replace it with a new electric service Schedule No. 31, Partial Requirements Service.

On October 17, 2012, the Commission issued a Notice of Application, Modified Procedure and Intervention Deadline, establishing a 21-day comment period. *See* Order No. 32666. Prior to this Notice, PacifiCorp Idaho Industrial Customers ("PIIC") and Monsanto Company ("Monsanto") filed Petitions to Intervene as a party.

On November 14, 2012, Monsanto, PIIC, and Staff submitted written comments. On November 21, 2012, the Company filed reply comments.

ROCKY MOUNTAIN'S APPLICATION

Rocky Mountain states that Partial Requirements Service is designed for customers with on-site generation, or whose electric service requirements are obtained from any service other than the Company including: back-up, supplementary, excess and maintenance power. A customer can contract for Partial Requirements Service for a minimum of one year. Schedule 31 is not required where on-site generation is used only for emergency supply in case of utility outage. Service under Schedule 31 would be available to high voltage customers with loads up to 15,000 kilowatts (kW). Consistent with Schedule 9, General Service - High Voltage, customers with loads in excess of 15,000 kW will require a special contract.

The proposed Schedule 31 rates are based on and aligned with Schedule 9 and the cost of service results from the last general rate case, Case No. PAC-E-11-12. This assures consistency between Schedule 31 and the corresponding full requirement rates on Schedule 9, under which eligible customers would otherwise take service.

Schedule 17, Standby Service, has not had a customer for at least the last 15 years. Since initial approval of Schedule 17, the Company has implemented and refined partial requirements service tariffs in Utah, Schedule 31, and Wyoming, Schedule 33, both of which have seen more customer participation and interest.

Based on a recent Idaho customer inquiry, the Company believes that Idaho customers would benefit from a partial requirements service option currently available in the Company's other jurisdictions. The Company states that significant modifications are necessary in order to make Schedule 17 compatible with the Company's other jurisdictions. Thus, the Company proposes to cancel the current Standby Service Schedule 17 and implement a new Partial Requirement Service as Schedule 31.

The following is an outline of the primary billing components included in Rocky Mountain's proposed Schedule 31 tariff:

Billing Component	**Description**
Customer Service Charge	Schedule 9 Customer Service Charge
Supplementary Power Rate	Schedule 9 Seasonal Power Rate
Back-up Facilities Rate	Demand Related Costs (transmission + 13% generation)
Back-up Power Rate	Difference between Supplementary Power Rate and Back-up Facilities Rate
Excess Power Rate	Twice the Supplementary Power Rate
Supplementary & Back-up Energy Rate	Schedule 9 Energy Rate
Maintenance Service Rate	One-half of Back-up Power Rate

The Company's existing Schedule 9 tariff has similar eligibility requirements and is the tariff under which customers would otherwise take service. The Company designed its Schedule 31 rates so that if a standby service customer does not self generate, but has a load profile similar to the average Schedule 9 customer, the customer's bill would be the same as it would be under Schedule 9. In other words, for a customer with a load profile similar to the average Schedule 9 customer, the combination of the back-up facilities rate and the back-up power rate would add up to what the customer would have paid under Schedule 9.

A. Back-up Facilities Rate

Under the proposed tariff, customers specify a predetermined amount of contract demand from the Company which can be used during unexpected outages or prescheduled plant maintenance. The back-up facilities rate is a charge per kW of contract demand the Company makes available. The proposed back-up facilities rate is approximately 60% of the supplementary power rate (Schedule 9).

The proposed back-up facilities rate is calculated based on the Schedule 9 allocations from the last cost-of-service study (i.e. - Case No. PAC-E-11-12). Specifically, the rate includes the demand-related transmission costs on a per unit basis, plus 13% of the demand-related generation costs on a per unit basis. The Company believes that the 13% planning reserve margin used in the 2011 Integrated Resource Plan (IRP) and applied to the demand-related generation costs reasonably approximates the costs incurred to back-up the customer's generation. The planning reserve margin is intended to account for operating reserves, load forecast errors, and other long-term resource adequacy planning uncertainties. Because standby service is designed to meet unplanned outages at the customer's generation facility and is not reflected in the Company's load obligation for resource planning, the Company believes its methodology is appropriate.

B. Back-up Power Rate

The back-up power rate is a charge per kW of contract demand actually used by the customer during the billing month. Back-up power is determined for each day of the billing period and is measured based on a customer's greatest daily kW usage during a 15-minute period. The rate is calculated as a per day rate and is developed to capture the difference between the supplemental power rate and the back-up facilities rate. The back-up power rate on a monthly basis is approximately 40% of the supplementary power rate.

In order to align the proposed back-up power rate with Schedule 9, the Company had to compare the demand of Schedule 9 customers on a daily basis to their demand on a monthly basis. This is because the power rate for Schedule 9 is determined for each billing period based on the customer's greatest monthly kW usage during a 15-minute period, not the greatest daily kW usage like the back-up power rate. The Company evaluated the loads of its Schedule 9 customers and discovered total demand on a daily basis averaged approximately 80% of total demand on a monthly basis. The Company used these results to develop a daily back-up power

rate that is estimated to recover the full monthly difference between the supplemental power rate and the back-up facilities rate.

C. Maintenance Service Rate

Maintenance service provides customer generators electric service when generation equipment needs to be taken down for scheduled maintenance or servicing. The customer's proposed maintenance schedule for each month must be submitted to the Company in writing by September of each subsequent year for each month of an 18-month period beginning January 1 of the following year. Customers are allowed to receive maintenance service for 30 days as one continuous period or two 15-day periods. The Company may cancel a scheduled maintenance outage anytime with seven days notice prior to the beginning of a scheduled maintenance outage. The Company's proposed rate for scheduled maintenance power is half the back-up power rate.

D. Excess Power Rate

Excess service is the power supplied by the Company in excess of the total contract power for supplementary service and back-up or maintenance service. The proposed rate is equal to twice the supplementary power rate. According to the Company, the rate is designed to encourage customers to establish accurate and appropriate contract levels to protect other customers and the Company from higher potential costs as a result of serving load in excess of the contract demand.

The Company attached the direct testimony of Ms. Joelle Steward, and the Company's proposed tariff, Electric Service Schedule No. 31 Partial Requirements Service - High Voltage, in support of its Application.

DISCUSSION AND FINDINGS

The Commission has reviewed Rocky Mountain's filing and considered the parties' various recommendations regarding the proposed Schedule No. 31 Partial Requirements tariff. The Commission finds that the Company's request to cancel Schedule No. 17, Standby Service, and institute a Schedule No. 31 tariff, Partial Requirements Service, is fair, just and reasonable.

As a preliminary matter, the Commission acknowledges that Rocky Mountain's Application was submitted in response to a customer inquiry. The Commission approves the Company's efforts to address the needs of its large load customers and foster on-site generation projects. The Commission finds that while the Company is not immediately aware of the aggregate characteristics of customers who will receive service under Schedule 31, the proposed

rate design makes a fair and reasonable attempt to recover an adequate amount of the fixed costs of providing service and will not penalize large-load, full requirements customers.

The following is an examination of the recommendations forwarded by the parties in their comments regarding the new Schedule No. 31 Tariff:

A. Back-up Facilities Rate

1. Staff. Staff supports the Company's back-up facilities rate because it reasonably incorporates the seasonal price differentials set forth in Schedule 9 and incorporates higher prices during months when the utility normally pays higher market prices to provide service. Staff believes that the Company should revisit the rate design in the future when the load profiles of actual standby service customers can be evaluated in order to more closely approximate the demand-related costs of serving these customers.

Staff noted that in the Company's Wyoming standby service tariff, the back-up demand charge only applies to the on-peak periods, which is also consistent with the on-peak period specified in its high voltage schedule. Staff believes the Company's proposed standby service rates might be more accurate by incorporating time-of-use (TOU) pricing, but recognizes that implementing TOU pricing would require the Company depart from the current Schedule 9 rate structure.

2. Monsanto. Monsanto argued that the back-up facilities rate should be based on a 13% (planning reserve margin) of both transmission and generation costs. Monsanto believes that the back-up facilities rate should not include the full transmission cost because both transmission and generation are allocated on the same basis in the cost study.

Monsanto also noted that the proposed Idaho back-up facilities rate is 58% of the supplementary power rate, while the Utah back-up facilities charge is less than 20% of the supplementary power charge and the Wyoming back-up facilities charge is 25% of the supplementary demand charge.

3. PIIC. PIIC calculated the back-up facilities rate by annualizing the highest monthly Schedule 9 non-coincident peak demand and then applied an adjustment factor (105%) to purportedly convert an hourly demand value to a 15-minute interval. PIIC adopts the Company's approach of allocating 100% of transmission-demand costs and 13% of generation-demand costs and results in the following back-up facilities rate: Summer - $5.16; Winter - $3.90.

4. Company Reply. Rocky Mountain believes that the full-cost of transmission demand should be included in the development of the proposed back-up facilities rate. The Company noted that it is necessary because there is not a planning reserve margin for transmission as there is for generation. Simply comparing the proposed back-up facilities rate to Rocky Mountain's partial requirements service schedules in Wyoming and Utah, as argued by Monsanto, ignores the fact that the methods for determining cost of service and rates in each state are determined by the Commissions in those states. The Company declared that the Schedule 31 rates proposed in this case are based on the most recent cost of service study and Commission-approved Schedule 9 rates.

In response to PIIC's recommendation that the back-up facilities rate apply only during on-peak periods, the Company states that it does not have sufficient information to establish time-of-day rates for Schedule 31. The Company does not object to the reconsideration of this option in a future rate case.

Rocky Mountain agreed with PIIC's recommendation to base the back-up facilities rate on the historical billing demand from Schedule 9 customers instead of non-coincident peak data. This change would result in a slight decrease in the back-up facilities rate presented in the Company' original proposal: Summer - $5.70; Winter - $4.30.

Commission Findings: The Commission finds that Rocky Mountain's approach to calculating the transmission and generation demand-related costs necessary to provide partial requirements service is fair and reasonable. The Commission approves the Company's adjustment, made in its reply comments, to incorporate the historical billing demand data of Schedule 9 customers from its last general rate case instead of non-coincident peak data. The Commission finds that, absent any Schedule 31 customers, the allocation of 100% of transmission demand costs and 13% of generation demand costs is a reasonable proxy for estimating the costs of serving Schedule 31 customers. The Commission will re-examine these allocation percentages in the future as warranted.

B. Back-up Power Rate

1. Staff. Staff supports the Company's approach for the development of the back-up power rate. Staff believes that, even though the Schedule 9 high voltage customers used to develop this rate might not have the same load profile as a potential Schedule 31 customer, the Company's approach offers a reasonable estimate given that there are currently no Idaho

customers taking standby service. If in the future the Company evaluates the load profiles of standby service customers and determines Schedule 31 is not aligned with Schedule 9, the Company should adjust its rate design.

2. Monsanto. Monsanto objects to the utilization of an 80% conversion factor included in the Company's Schedule 31 rate design calculation because it would, according to Monsanto, result in a partial requirements customer paying more than a full requirements customer.

3. PIIC. Similarly, PIIC advocates the elimination of the 80% conversion factor proposed by the Company. PIIC states that the rate should be applicable only to on-peak periods and result in the following back-up power rate: Summer - $0.17; Winter - $0.13.

4. Company Reply. Rocky Mountain countered the PIIC and Monsanto recommendation to eliminate the Company's proposed ratio, 80%, of average daily demand and monthly demand. The Company states that this ratio is based on historical data regarding the relationship between daily and monthly demand of its Schedule 9 customers. The Company asserts that the 80% ratio is reasonable because it will result in virtual rate parity between Schedule 31 and Schedule 9 customers. The Company does not object to revisiting the rate design in the future in order to determine if its assumptions regarding Schedule 31 are correct. The revision of its back-up facilities rate mentioned above leads to a slight increase in the back-up power rate from the Company's original Application: Summer - $0.19; Winter - $0.14.

The Company agrees that the Schedule 31 rate design should be reconsidered in the context of a future rate case after developing load profiles from actual Schedule 31 customers.

Commission Findings: The Commission finds that Rocky Mountain's decision to apply an 80% conversion factor in order to arrive at a rate per kW day is fair and reasonable. The proposed back-up power rate is properly aligned with the existing Schedule 9 rate. The back-up power rate is calculated to achieve relative rate parity between an average Schedule 31 customer who chooses not to self-generate with the rate of an average Schedule 9 customer. Again, the Commission will reexamine these calculations and assumptions in the future as warranted.

C. Maintenance Power Rate

1. Staff. Staff supports the Company's proposal to provide customers a discount for scheduled back-up maintenance power because the Company's costs of providing service would

generally be less when planned for in advance. Staff remarked that this calculation is consistent with the maintenance power rate established in the Company's other jurisdictions, Wyoming and Utah.

2. PIIC. PIIC claims that the proposed maintenance power rate should be revised to $0.00 because it contravenes the demands of Section 292.305(c)(2) of the Public Utility Regulatory Policies Act (PURPA) that maintenance service shall take into account coordination with the utility's facilities. PIIC believes that a demand payment to Rocky Mountain during scheduled maintenance periods is not appropriate because the Company has already built in a 13% planning reserve margin during peak load periods.

3. Company Reply. Rocky Mountain rejects PIIC's recommendation to revise the maintenance power rate to $0.00. The Company believes that its proposal to provide maintenance service at half the back-up facilities rate is fair and reasonable until more information regarding Schedule 31 usage is available.

Rocky Mountain disagrees with PIIC's assertion that the proposed Schedule 31 violates PURPA. The Company notes that similar tariffs have been adopted in Utah and Wyoming. The Company claims that the Schedule 31 rate design was developed in order to ensure relative rate parity between a Schedule 9 full requirements customer and a Schedule 31 partial requirements customer. The Company noted that it relied on the only data available, the most recent cost of service study, and that maintenance power will be provided during a continuous period which will necessarily include on and off-peak time periods.

Commission Findings. The Commission finds that the maintenance power rate, one-half the back-up power rate, proposed by the Company is reasonable. The Commission finds that absent any historical data confirming that the actual costs of maintenance service, PIIC cannot reasonably argue that the maintenance power rate should be set at $0.00. As noted by Staff, Rocky Mountain's costs associated with the provision of electric service during a pre-scheduled maintenance period are most certainly diminished. However, the actual cost of service is most certainly not zero. Thus, the Commission is satisfied that a maintenance power rate equal to 50% of the back-up power rate will suffice as an adequate placeholder until more specific data is made available.

PIIC's invocation of PURPA is misplaced. The Commission finds that the requirements of PURPA are not at issue in this case. The Company's Application allows

customers to choose the timing and duration of their maintenance service. The Schedule 31 tariff merely places reasonable limits on the timing, duration and notice of cancellation of maintenance service.

D. Excess Power Rate

1. Staff. Staff believes the excess power rate is reasonable. Staff encouraged the Company to monitor the rate's impact on customers' behavior once they begin taking service under Schedule 31. Staff believes that it is important to protect other customers from higher costs as a result of the Company meeting excess loads it has not planned for, particularly when it is operating in a capacity constrained environment.

2. PIIC. PIIC believes that the excess power rate should be eliminated because it violates certain provisions of PURPA prohibiting discriminatory rates for "qualifying facilities" (QFs). PIIC believes that the excess power rate is not "cost-based."

3. Company Reply. Rocky Mountain opposes PIIC's recommendation to eliminate the excess power rate because it would likely shift the costs of excess demand to other customer classes. Eliminating the excess service component could lead to a scenario where a customer would be allowed to choose an unreasonably small amount, or even zero, for back-up contract demand in order to avoid paying the back-up facilities rate.

Commission Findings: The excess power rate is an essential component of the Schedule 31 tariff design. In IPC-E-89-4, the Commission declared "the nature of Partial Requirements Service and the Company's related obligation to serve to be significantly different than basic service and obligation under Schedule 19." Order No. 22887 at 11. "Excess demand is the amount of kW that the customer takes over the contract demand." *Id.* at 9. An increased rate for usage greater than the contract demand helps to ensure a "customer's accurate estimation of contract demand when such demand includes a reserve and potentially unused block of standby or backup generation, transmission and distribution capacity." *Id.* at 11.

The Company's Application demonstrates that Schedule 31 was designed in order to closely mirror the seasonal power rates large industrial customers would otherwise pay under Schedule 9. Absent a significant penalty for exceeding a pre-determined kW level of demand, it is a virtual certainty that Schedule 31 customers would designate zero demand for the back-up facilities rate and simply pay the back-up power rate.

We cannot allow a Schedule 31 customer to pay a preferential or reduced rate that is roughly 40% of the seasonal Schedule 9 rate. In order to avoid this likely scenario, the excess power rate must provide a significant price signal. Again, as the Company acquires more data regarding the load profile of actual Schedule 31 customers, the Commission will evaluate the efficacy and utility of the excess power rate component.

E. Other Issues

1. Monsanto. Monsanto believes that Schedule 31 rates, including its proposed revisions, should apply to the first 15,000 kW of its load. Monsanto would also like the Commission to explore adding a time-of-day element to Idaho's back-up power rate, similar to Rocky Mountain's Utah and Wyoming Partial Requirements tariffs. Monsanto asserted that in Utah and Wyoming, back-up demand is determined only during on-peak hours and back-up demand taken during off-peak hours is not charged. Adding time-of-day pricing to Schedule No 31 could incentivize customers to move their maintenance usage to off-peak hours.

Monsanto states that Rocky Mountain's proposed Idaho tariff has no provision for changes to contract demands, either prospectively or retroactively. Thus, Monsanto included some suggested language similar to language appearing in the Company's Utah tariff for "Total Contract Power, Supplementary Contract Power, and Back-up Contract Power."

2. PIIC. PIIC believes that the Schedule 31 tariff rates, including PIIC's suggested revisions, should be implemented on an interim basis, with the docket remaining open while Rocky Mountain conducts and submits studies that determine the costs it incurs in providing partial requirements, back-up and scheduled maintenance services to partial requirements customers in Idaho.

PIIC recommended that the Commission issue a subsequent Order outlining a timeframe for the submission of the Company's cost-based studies, additional discovery by the parties and another comment period to allow the parties to opine on the cost studies proposed by PIIC.

3. Company Reply. Rocky Mountain objects to Monsanto's proposal that Schedule 31 apply to the first 15,000 kW of its load. Because Monsanto's load exceeds 15,000 kW, the proposed Schedule 31 service would necessitate that Monsanto secure a special contract for all of its partial requirements service, not just the portion that exceeds 15,000 kW.

Rocky Mountain agrees with Monsanto's proposal to allow customers to specify seasonal variation and make changes to total contract demand, supplementary contract demand and back-up contract demand in the new Schedule 31. The Company added that any such changes in contract amounts would still be governed by the remaining provisions of the tariff.

Rocky Mountain does not possess the requisite data to develop a time-of-day rate for Schedule 31. The Company agrees with Staff's suggestion that this issue be revisited in the context of a future rate case.

Rocky Mountain opposes PIIC's recommendation for interim approval of Schedule 31 and the submission of additional cost studies. The Company notes that there is no certainty or timeline for when customers might actually take service under Schedule 31. Thus, leaving the docket open indefinitely is unreasonable and unwarranted.

Commission Findings: Monsanto's request that Schedule 31 rates apply to the first 15,000 kW of its load is denied. As Monsanto has acknowledged, its monthly load substantially exceeds 15,000 kW. Without establishing a threshold for Partial Requirements Service the need for this service would be eliminated. Partial Requirements Service is designed to encourage the development of on-site generation projects, while allowing customers the security provided through interconnection with the utility grid for scheduled maintenance periods and its back-up power needs. Monsanto's load does not fit within this profile.

The Commission approves the Company's decision to adopt Monsanto's recommendation to add a provision allowing for a seasonal variation to total contract demand, supplementary contract demand and back-up contract demand in the new Schedule 31. The Commission agrees that time-of-day pricing for Schedule 31 customers is not feasible until more is known regarding the usage profile of actual Schedule 31 customers.

Next, the Commission denies PIIC's request to enact the Schedule 31 tariff on an interim basis and order the Company to submit new studies. As noted in the Application, there are currently no customers receiving Schedule 17 Standby Service and the Company does not anticipate any customers to subscribe to Schedule 31 Partial Requirements Service in the near term. PIIC states that BYU-Idaho may elect to take Schedule 31 service in the future. Therefore, the Commission believes that an indefinite delay in the approval of Schedule 31 is unnecessary.

In conclusion, the Commission emphasizes that this case is merely a starting point. The Commission will engage in an ongoing examination of the modeling data of actual Schedule 31 customers and revisit the issues presented in this case in the context of the Company's next general rate case, or as warranted.

PIIC APPLICATION FOR INTERVENOR FUNDING

On November 27, 2012, PIIC's counsel submitted an Application for Intervenor Funding. PIIC members are Rocky Mountain customers currently taking service under Schedules 6, 6A, 9, 23, 23A and Special Contract 2. PIIC's itemized list of expenses totaled $12,359.00 ($6,560 – RCS consulting fees (Donald W. Schoenbeck); $3,375 – RCS consulting fees (Robynn L. Woodbury); and $2,424 – legal fees (Ronald L. Williams).

In support of its Application, PIIC notes that it offered substantive input regarding Rocky Mountain's Application and that its recommendations differ substantially from Commission Staff. PIIC asserts that it should be awarded intervenor funding, in part, because the group "did not budget for and anticipate this special regulatory proceeding." Further, PIIC notes that one of its members, BYU-Idaho, "will be paying a material portion of PIIC's costs of participating in this proceeding, but such costs were not part of BYU-Idaho's budget for installing self-generation."

Commission Findings: Intervenor funding is available pursuant to *Idaho Code* § 61-617A and Commission Rules of Procedure 161 through 165. It is the "policy of (Idaho) to encourage participation at all stages of all proceedings before this Commission so that all affected customers receive full and fair representation in those proceedings." *Idaho Code* § 61-617A(1). The statutory cap for intervenor funding in any proceeding before the Commission is $40,000. *Idaho Code* § 61-617A(2). Accordingly, the Commission may order any regulated utility with intrastate annual revenues exceeding $3.5 million to pay all or a portion of the costs of one or more parties for legal fees, witness fees and reproduction costs.

Rule 162 of the Commission's Rules of Procedure provides the form and content requirements for a petition for intervenor funding. The petition must contain: (1) an itemized list of expenses broken down into categories; (2) a statement of the intervenor s proposed finding or recommendation; (3) a statement showing that the costs the intervenor wishes to recover are reasonable; (4) a statement explaining why the costs constitute a significant financial hardship for the intervenor; (5) a statement showing how the intervenor's proposed finding or

recommendation differed materially from the testimony and exhibits of the Commission Staff; (6) a statement showing how the intervenor's recommendation or position addressed issues of concern to the general body of utility users or customers; and (7) a statement showing the class of customer on whose behalf the intervenor appeared.

The Commission has reviewed PIIC's Application and denies their request for intervenor funding. Specifically, the Commission finds that PIIC's funding request failed to demonstrate that the costs associated with its participation in this proceeding would constitute a "significant financial hardship" for the organization.

The Commission is unmoved by PIIC's assertion that it did not anticipate incurring costs associated with the analysis and submission of comments in this proceeding. Rocky Mountain's Application to establish a new partial requirements tariff is not extraordinary. The Company has instituted similar tariffs in its Wyoming and Utah service territories.

Moreover, PIIC's Petition to Intervene states that the group is a coalition of Idaho industrial companies taking electrical service from Rocky Mountain. The industry coalition exists in order to further the interests of its various members. Indeed, the record in this case reveals an acknowledgement by PIIC that one of its coalition members, BYU-Idaho, helped prompt the Company's filing and PIIC's advocacy. PIIC cannot then argue that the representation of said member was unanticipated.

CONCLUSIONS OF LAW

The Commission has jurisdiction over this matter and PacifiCorp dba Rocky Mountain Power, an electric utility, pursuant to the authority and power granted it under Title 61, Idaho Code, and the Commission's Rules of Procedure, IDAPA 31.01.01.000 *et seq.*

ORDER

IT IS HEREBY ORDERED that Rocky Mountain Power's Application seeking authorization to cancel electric service Schedule No. 17, Standby Service, and replace it with a new electric service Schedule No. 31, Partial Requirements Service, is approved.

IT IS FURTHER ORDERED that the Schedule No. 31 tariff language included in the Company's reply comments is approved.

IT IS FURTHER ORDERED that PIIC's Application for Intervenor Funding is denied.

THIS IS A FINAL ORDER. Any person interested in this Order may petition for reconsideration within twenty-one (21) days of the service date of this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. *See Idaho Code* § 61-626.

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 28th day of December 2012.

PAUL KJELLANDER, PRESIDENT

MACK A. REDFORD, COMMISSIONER

MARSHA H. SMITH, COMMISSIONER

ATTEST:

Jean D. Jewell
Commission Secretary

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