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IDAHO PUBLIC
UTILITIES COMMISSION

February 8, 2013

VIA OVERNIGHT DELIVERY

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

**RE: CASE NO. PAC-E-12-14
IN THE MATTER OF THE APPLICATION OF ROCKY MOUNTAIN POWER
FOR AUTHORITY TO CANCEL ELECTRIC SERVICE SCHEDULE NOS. 72
AND 72A IRRIGATION LOAD CONTROL TARIFFS AND APPROVE A NEW
DEMAND SIDE MANAGEMENT CONTRACT**

Dear Ms. Jewell

Enclosed for filing please find the original and seven (7) copies of the Stipulation entered into by and between Rocky Mountain Power and the Idaho Irrigation Pumpers Association Inc.

Please direct any informal inquiries to Ted Weston, Idaho Regulatory Manager, at (801) 220-2963.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey K. Larsen" with a stylized flourish at the end.

Jeffrey K. Larsen
Vice President of Regulation and Government Affairs
Rocky Mountain Power

CERTIFICATE OF SERVICE

I hereby certify that on this February 8, 2013, I caused to be served, via e-mail, a true and correct copy of the foregoing document in PAC-E-12-14 to the following:

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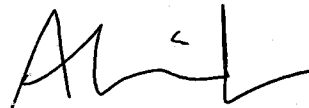
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IDAHO PUBLIC
UTILITIES COMMISSION

Attorneys for Rocky Mountain Power

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**IN THE MATTER OF THE APPLICATION)
OF ROCKY MOUNTAIN POWER FOR) CASE NO. PAC-E-12-14
AUTHORITY TO CANCEL ELECTRIC)
SERVICE SCHEDULE NOS. 72 AND 72A) STIPULATION
IRRIGATION LOAD CONTROL TARIFFS)
AND APPROVE A NEW DEMAND SIDE)
MANAGEMENT CONTRACT)**

This stipulation (“Stipulation”) is entered into by and among Rocky Mountain Power, a division of PacifiCorp (“Rocky Mountain Power” or the “Company”) and the Idaho Irrigation Pumpers Association, Inc. (collectively the “Parties”).

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 December 7, 2012 Rocky Mountain Power filed an Application seeking authority to cancel Electric Service Schedule No. 72, Irrigation Load Control Credit Rider, and

Electric Service Schedule No. 72A, Dispatchable Irrigation Load Control Credit Rider Program and request approval of a demand-side management contract with EnerNoc (the "Contract") for the delivery of Idaho irrigation load control program.

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 the review and assessment of the Contract, EnerNoc's operation of Idaho irrigation load control program under the Contract and settlement discussions related thereto. Based upon the review and assessment and 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 Rocky Mountain Power will amend its agreement with EnerNoc as follows:

- 1) Insert the word "day" into the definition of Available Load Reduction to read: *"Available Load Reduction" means the Actual Electric Demand for each Participating Facility in a 5-minute interval during Program Availability Hours in a Capacity Delivery Day. For each 5-minute interval during a Program Event day the Facility Baseline Demand shall be used.*

This provision enables EnerNoc to exempt the hours during a Capacity Delivery Day from the determination of available load.

- 2) Change the second paragraph of Section 3 to read: *For each Participating Facility, the "Facility Baseline Demand" for all intervals during a Capacity Delivery Day that includes a Program Event shall be determined as the average Actual Electric Demand during Program Availability Hours during the most recent Capacity Delivery Day that does not include a Program Event. Notwithstanding the foregoing, in the event that a Participating Facility utilizes Legacy Irrigation Load Control Equipment, Facility Baseline Demand shall be determined as the average Estimated Load Value during Program Availability Hours during the most recent Capacity Delivery Day that does not include a Program Event.*

This provision changes the calculation of the Baseline Demand to include all program available hours in the day prior to the Capacity Delivery Day rather than the 60 – minute period currently in the agreement.

- 3) Add a new Section 9.5 to read: *Seller will use reasonable efforts to ensure that Eligible facilities of similar size, operations and ability to participate are treated in a fair and consistent manner with respect to Program participation.*

This provision contractually conveys PacifiCorp's obligation to EnerNoc.

5. The Parties agree that in the event an issue arises between a customer and EnerNoc, and such issue has not been resolved by EnerNoc, the customer may direct the issue to Rocky Mountain Power's irrigation hotline. In the event the Company is unable to resolve the issue to the customer's satisfaction, the customer may elect to contact the Idaho Public Utilities Commission, which will have jurisdiction to address and/or resolve the dispute.

6. The Parties agree that the Company will provide information relative to the performance of the program annually to the Commission and to interested parties as part of its annual demand-side management report, currently due on or before April 30th of each year. The performance information will include but not be limited to data regarding (1) the number of participants, (2) number of participating sites, (3) average load available for curtailment by week, (4) curtailment dates and (5) load reduction during curtailments.

IV. General Provisions

7. 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.

8. The Parties submit this Stipulation to the Commission and recommend approval of the Company's Application modified to include these specified terms 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.

9. 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.

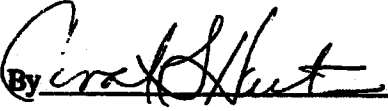
10. The Parties agree that this Stipulation is in the public interest and that all of its terms and conditions are fair, just and reasonable.

11. 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.

12. 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 7th day of February, 2013.

Rocky Mountain Power

By 

**Idaho Irrigation Pumpers Association,
Inc.**

By 