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BEFORE THE ARIZONA CORPORATION COMMISSION

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COMMISSIONERS

2006 OCT 10 P 2: 57

Arizona Corporation Commission

JEFF HATCH-MILLER, CHAIRMAN

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WILLIAM A. MUNDELL

AZ CORP COMMISSION  
DOCUMENT CONTROL

OCT 10 2006

MIKE GLEASON

KRISTIN K. MAYES

BARRY WONG

DOCKETED BY	NR
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IN THE MATTER OF THE COMPLAINT  
OF BUREAU OF INDIAN AFFAIRS,  
UNITED STATES OF AMERICA,  
AGAINST MOHAVE ELECTRIC  
COOPERATIVE, INC. AS TO SERVICES  
TO THE HAVASUPAI AND HUALAPAI  
INDIAN RESERVATIONS.

DOCKET NO. E-01750A-05-0579

**NOTICE OF FILING OUTAGE  
RESPONSE PLAN**

Mohave Electric Cooperative, Inc. ("Mohave"), pursuant to the September 11, 2006 Procedural Order, files this Outage Response Plan. The Plan consists of Mohave's 2006 Electric Load Curtailment Plan (previously filed with the Arizona Corporation Commission), a proposed Mutual Aid Agreement and an outline of some of the community resources that might be mobilized in the event of a significant long-term power outage on the Bureau of Indian Affairs ("BIA") retail electrical distribution system serving the Havasupai and Hualapai Nations.

MOHAVE'S CURTAILMENT PLAN

As required by the Commission, Mohave has on file an Electric Load Curtailment Plan, a copy of which is attached as Exhibit A. The purpose of the Curtailment Plan is to specify how a utility will respond to a curtailment in available power supply. If the BIA does not have its own curtailment plan, Mohave suggests that one be developed immediately. If a BIA curtailment plan exists, it should be filed with the Commission in this docket.



1 fullest extent possible with the expectation that the requesting utility will reimburse them for  
2 their assistance at reasonable and customary rates and charges.

3 As part of Mohave's internal preparedness, it maintains two (2) small 2 to 3 kW  
4 generators in Bullhead City and one (1) or two (2) in Kingman. Mohave line crews use these  
5 generators on the job when no power is otherwise available. Mohave also has three (3) 6.5  
6 kW generators that are used as a back up power source for its Bullhead City office to ensure  
7 that its Dispatch center and Computer rooms remain energized in case of a power outage to  
8 the area.

9 A total of fifteen (15) line crew members are currently employed by Mohave  
10 (four stationed in Kingman and eleven stationed in Bullhead City). These fifteen employees  
11 are quite occupied maintaining service to Mohave's 38,247 meters. Mohave has created and  
12 maintains a list of pre-qualified Contractors on hand whom they can call in case it has an  
13 outage that requires outside assistance to address. The Mutual Aid Agreement with the  
14 GCSEC members and associate members is also a source of supplemental assistance for  
15 Mohave during times of need.

16 Mohave has always been willing and remains willing to mobilize as much  
17 equipment and as many linemen as are available and necessary to respond to a request for  
18 assistance by any neighboring electric utility, including the BIA, with the understanding that  
19 the neighboring utility will reimburse Mohave for costs associated with rendering the  
20 requested assistance.

### 21 COMMUNITY-WIDE RESPONSE

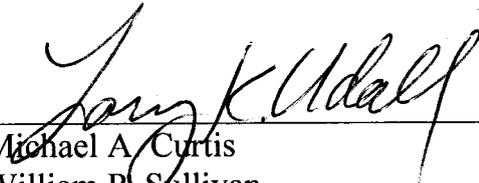
22 Mohave had hoped to be in a position to present a comprehensive community-  
23 wide response plan in response to the Commission's request. Unfortunately, the effort was  
24 far more complex than could be successfully accomplished within the time available.

25 Mohave is willing to continue to work with surrounding utilities and community-relief

1 organizations to develop such a plan, but now believes it is not adequately staffed or equipped  
2 to take the lead in developing such a plan. Mohave believes that some of the entities that  
3 should be involved in developing a community-wide response plan include: Yavapai County  
4 Emergency Services, Mohave County Emergency Services, and Navajo County Emergency  
5 Services, the BIA, Mohave, UNS Electric (UniSource), Arizona Public Service Company,  
6 Western Area Power Administration, the Aha Macav Power Service and possibly other  
7 municipalities, counties and utilities that could render other types of utility services (water,  
8 gas, sewer) and aid. The emergency services agencies are better equipped to take the lead in  
9 such efforts than any single utility.

10 RESPECTFULLY SUBMITTED this 10<sup>th</sup> day of October, 2006.

11 CURTIS, GOODWIN, SULLIVAN,  
12 UDALL & SCHWAB, P.L.C.

13  
14 By:   
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16 William P. Sullivan  
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21 Attorneys for Mohave Electric Cooperative, Inc.  
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PROOF OF AND CERTIFICATE OF MAILING

I hereby certify that on this 10<sup>th</sup> day of October, 2006, I caused the foregoing document to be served on the Arizona Corporation Commission by delivering the original and thirteen (13) copies of the above to:

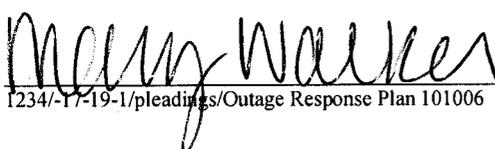
Docket Control Division  
ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
Phoenix, Arizona 85007

Copies of the foregoing hand delivered/mailed this 10<sup>th</sup> day of October, 2006 to:

Teena Wolfe, Esq.  
Administrative Law Judge, Hearing Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Christopher Kempley, Chief Counsel  
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Phoenix, AZ 85004-4408  
Attorney for the BIA

  
\_\_\_\_\_  
1234-17-19-1/pleadings/Outage Response Plan 101006

# EXHIBIT A

MOHAVE ELECTRIC COOPERATIVE, INC.  
Bullhead City, Arizona

2006 ELECTRIC LOAD CURTAILMENT PLAN

1.0 INTRODUCTION:

Conditions could exist that Mohave Electric Cooperative's ["Mohave" or "Cooperative"] current transmission supplier in which:

- (1) The power, fuel or supply would be insufficient to carry the load during peak periods. These situations would require a curtailment of power use by customers according to Mohave's current power supplier's Severe Supply Shortages and Service Curtailment Plan.
- (2) The transmission system that delivers power to Mohave by its transmission supplier(s) would be insufficient to carry the load during peak periods and would require a curtailment of customers according to Mohave's current transmission supplier's Load Curtailment Plan and Procedure.

Should any of these conditions seem imminent, Mohave's current transmission supplier will notify Mohave who will reduce all convenience uses of electricity within their facilities and will make a public appeal for voluntary curtailment of electric consumption by their customers.

If voluntary curtailment results in insufficient load reduction to meet the emergency, the Arizona Corporation Commission (ACC) has directed electric utilities to institute mandatory curtailment, according to guidelines in R14-2-208E, Chapter 2, Title 14.

1.1 NOTIFICATION OF CURTAILMENT:

Should either voluntary or involuntary curtailment become necessary, Mohave's current transmission supplier will notify the Mohave Director of Curtailment (Manager of Operation & Engineering) and the Arizona Corporation Commission. The Director will immediately notify assigned Mohave staff.

1.2 CUSTOMER LOAD DEFINITIONS:

All Customer loads have been classified into four categories:

- 1.2.1 MAJOR USE - Those customers having peak demands of 1000kW+, with a substantial number of employces or other special circumstances which make appropriate their scheduling of blackouts or curtailments at intervals or for durations differing from those applicable to other customers.
- 1.2.2 ESSENTIAL - Customers with facilities that are necessary for the public's health and safety such as airports, hospitals, national defense, police headquarters, fire headquarters, and nursing homes. As much as possible, these circuits will not be curtailed.
- 1.2.3 CRITICAL - Customers with facilities that may be necessary for the public's or an individual's health and safety: such as water systems, sewage, telephone, and people with life support. As much as possible, these customers will be notified prior to curtailment.
- 1.2.4 CURTAILMENT WITHOUT NOTICE - Customers not covered by the other categories. These customers will be curtailed without prior notification.

**2.0 LOAD CURTAILMENT:****2.1 VOLUNTARY CURTAILMENT:**

If conditions allow for advanced warning, Mohave will ask the public for voluntary curtailment. Upon a request from Mohave's current power supplier, the Director of Curtailment will provide information on curtailment, which will be made available to the public through the news media and all Mohave offices. In addition, Major Use Consumers will be called and asked to comply with voluntary curtailment.

**2.2 INVOLUNTARY LOAD CURTAILMENT:**

Should the voluntary curtailment result in an insufficient reduction in load, Mohave's current power supplier will inform the Director of Curtailment will determine the percentage amount of additional load that must be curtailed and follow the emergency curtailment plan.

**2.3 EMERGENCY CURTAILMENT:**

If Mohave is given no advance warning of a curtailment condition, the Director of Curtailment will initiate the emergency load curtailment plan. Mohave will switch its system to emergency feeds. Mohave will begin 10 minute rotating blackouts according to Feeder Rotation Sheet.

**2.5 PROCEDURES FOR THE PLANNED POWER, FUEL OR SUPPLY CURTAILMENT:**

All classes of customers will be curtailed as equitably as possible. Circuits have been selected and entered on the Feeder Rotation Sheet in rotation order.

**2.5.1 MAJOR USE CUSTOMERS:**

(a) Major use customers having essential loads, which prevent them from normal rotation, will reduce their loads by a specific percentage for predetermined periods of time.

(b) Those major use customers not having essential loads, and are on circuits that can be rotated, will be included in the rotating blackouts.

**2.5.2 CRITICAL LOAD CUSTOMERS:**

As much as possible, Mohave will notify customers with critical loads prior to the start of rotating blackouts.

**2.5.3 ESSENTIAL LOAD CUSTOMERS:**

As much as possible, Mohave will notify customers with essential loads prior to the start of rotating blackouts and will not interrupt their service.

**2.5.4 OTHER CUSTOMERS ON NON-ROTATING CIRCUITS:**

Customers on a non-rotating circuit who could ordinarily be rotated will be required to curtail their loads proportionately to the reduction of system load required. If any consumer does not curtail to the extent required, Mohave may discontinue or disconnect service and refuse to reestablish service until the emergency condition is declared over.

**2.5.5 CURTAILMENT WITHOUT NOTICE:**

All circuits not covered by other categories will be rotated without notice. Rotation of circuits will be for a duration and frequency necessary to meet the emergency situation.

**3.0 FUNCTIONAL RESPONSIBILITIES:****3.1 TRANSMISSION AND POWER SUPPLIERS****3.1.1 RESPONSIBILITIES:**

Transmission Supplier(s) -monitors the electric system to insure that generation and transmission are adequate to meet system load requirements, and Power Supplier(s) ensures that the fuel supply is stable. Power Supplier(s) analyzes generation and/or fuel supply deficiencies and determines the magnitude and duration of load curtailment.

**3.1.2. Power or Supply Curtailment:**

3.1.2.1.1 Transmission Suppliers, in coordination with applicable power supplier(s) are responsible for initiating emergency load curtailment plan to retain system stability and frequency.

3.1.2.1.2 Transmission Supplier(s), in coordination with applicable power supplier(s), notifies the Mohave Director of Curtailment that an emergency exists and that forecasted generation is insufficient to meet forecasted load and provides him with the magnitude of necessary curtailment and estimated duration.

3.1.2.2 Transmission Supplier(s) notifies Mohave Director of Curtailment of any emergency curtailment, and makes the transition from the emergency curtailment schedule to the planned Generation Capacity load curtailment schedule. Informs them of the amount of load that must be curtailed to meet the generation deficiency.

**3.1.3 FUEL SHORTAGE CURTAILMENT:**

3.1.3.1 Power Supplier(s) keeps the Mohave Director of Curtailment informed of the fuel inventory.

3.1.3.2 Power Supplier(s) notifies the Mohave Director of Curtailment daily of the fuel supply after it reaches 30 day supply level.

3.1.3.3 Power Supplier(s) initiates action necessary to put Fuel Shortage Curtailment Plan into effect.

3.1.3.4 Transmission Supplier(s), in coordination with the applicable Power Supplier(s), notifies Mohave Director of Curtailment of necessary curtailment and amount of load that must be curtailed, and estimated duration.

**3.1.4 TRANSMISSION SUPPLIER(S) WILL NOTIFY MOHAVE DIRECTOR OF CURTAILMENT WHEN EMERGENCY OR CURTAILMENT IS OVER:****3.2 MOHAVE DIRECTOR OF CURTAILMENT:****3.2.1. RESPONSIBILITIES:**

3.2.1.1 Responsible for seeing that Mohave has an approved and up-to date electric curtailment plan.

3.2.1.2. Responsible for seeing that all involved Mohave personnel understand the electric curtailment plan and are trained in its use.

3.2.1.3. Responsible for efficiently implementing all phases of Mohave's approved electric curtailment plan during electric curtailment.

3.2.1.4 When an curtailment request is received, immediately notifies assigned Mohave personnel of the magnitude and the anticipated duration of the curtailment.

3.2.1.3 Responsible for seeing that the permanent reports, files, and rotation logs are kept on all curtailment activities.

4. ELECTRIC LOAD AND CURTAILMENT PLAN

A detailed electric load and curtailment plan shall be kept on file with the Arizona Corporation Commission. This plan shall contain specific procedures for implementation of the above, along with the name(s) and telephone number(s) of the appropriate Cooperative personnel to contact in the event implementation of the plan becomes necessary. This plan shall be updated at least annually if necessary, and it or amendments thereto shall become effective upon submission to the Arizona Corporation Commission.

4.1 Cooperative shall contact the Director, Utilities Division, or their designee, as soon as practical for any curtailment: pursuant to these guidelines.

5. Cooperative shall have no liability or obligation for any claims arising out of the procedures for curtailment or interruption of electric service affected by it in accordance with such guidelines or such supplemental, amendatory or implementary guidelines or regulations as may hereafter be established by the Cooperative and as provided by law.

6. Cooperative shall endeavor to identify any electric customer(s) who might be classified as having either essential or critical loads. In the event that any customer of Cooperative is dissatisfied by the classification of Customer by Cooperative, or with the amount of such customer's load (if any) classified by the Cooperative as critical or essential, the Customer may bring the matter to either the Cooperative or the Commission and request a determination in regard thereto. However, until such redetermination is made by the Commission or the Cooperative, customer's original classification for purposes of electric curtailment under these guidelines shall be unaffected.

7. Cooperative shall endeavor to, as circumstances permit and as further discussed in the Cooperative's detailed Electric Load and Curtailment Plan to notify County emergency personnel, or similar local authorities, or existing or developing situations involving the curtailment or interruption of Cooperative customers pursuant to these guidelines.

5.0 Emergency Phone Numbers

All phone numbers below are 928 area code.

Thomas Longtin, Director of Curtailment	Work: 763-4115	Home: 704-9242
City of Bullhead Police Department	763-9200	
City of Bullhead Fire Department	758-3971	
Mohave County Sheriff	753-2141	
Mohave Valley Fire Department	768-9113	
Fort Mojave Fire Department	768-9181	
Pinion Pine Fire Department	757-1207	
Golden Shores Fire Department	768-4546	
Valle Vista Fire Department	692-2000	
Bureau of Indian Affairs (BIA)	769-2286	

All phone numbers below are 602 area code.

Arizona Corporation Commission	542-4251
Arizona Division of Emergency Management	244-0504

Feeder Designation	Load to be Reduced & Steps		
	10%	20%	30%
Airport 2	4	3	2
Airport 3		3	2
Airport 6	4	2	2
Big Bend 1	2	1	2
Big Bend 4		1	2
BILL WILLIAMS		5	3
Camp Mohave 1	5	4	2
Camp Mohave 3		3	3
Camp Mohave 4		4	3
Hualapai 1		5	3
Hualapai 2		5	3
Hualapai 3		5	3
Medlin 1		2	1
Medlin 2		2	1
Medlin 4	3	2	1
Medlin 5		2	1
Medlin 6		3	1
Nelson 2		5	3
Nelson 3		5	3
Nelson 5		5	3
Silver Creek 2	1	1	1
Silver Creek 3	1	1	1
Silver Creek 4		1	1
Swan 3	6	4	3
Swan 4		5	3
Willow Valley 1		5	3
Willow Valley 2		5	3
Willow Valley 4	6	5	3
Airport 1	Essential Loads		
Big Bend 2	Essential Loads		
Big Bend 3	Essential Loads		
Camp Mohave 2	Essential Loads		
Medlin 3	Essential Loads		
Silver Creek 1	Essential Loads		
Silver Creek 5	Essential Loads		
Swan 2	Essential Loads		
Willow Valley 3	Essential Loads		
Chemstar & Cyprus load is curtailed in all steps			
Switch 911 Center from BB4 to BB3			

# EXHIBIT B

# MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory Agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in the Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home workstation of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
  - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
  - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
  - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
  - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed the Mutual Aid Agreement on this date indicated.

Date \_\_\_\_\_

Entity \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_