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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS  
KRISTIN K. MAYES - CHAIRMAN  
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PAUL NEWMAN  
SANDRA D. KENNEDY  
BOB STUMP

DOCKETED

OCT 26 2009

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ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

IN THE MATTER OF THE FILING BY TUCSON ) DOCKET NO. E-01933A-05-0650  
ELECTRIC POWER COMPANY TO AMEND )  
DECISION NO. 62103. )

IN THE MATTER OF THE APPLICATION OF ) DOCKET NO. E-01933A-07-0402  
TUCSON ELECTRIC POWER COMPANY FOR )  
THE ESTABLISHMENT OF JUST AND ) NOTICE OF FILING  
REASONABLE RATES AND CHARGES )  
DESIGNED TO REALIZE A REASONABLE )  
RATE OF RETURN ON THE FAIR VALUE OF )  
ITS OPERATIONS THROUGHOUT THE STATE )  
OF ARIZONA. )

Tucson Electric Power Company ("TEP" or the "Company"), through undersigned counsel and pursuant to the Tucson Electric Power Company Proposed Rate Settlement Agreement, approved by Decision No. 70628 (December 1, 2008) ("2008 Settlement Agreement"), hereby files with the Arizona Corporation Commission ("Commission") two (2) Large Light and Power ("LLP") Interruptible tariffs. In support of its Application, TEP states as follows:

**I. TARIFFS.**

Section 18.1 of the 2008 Settlement Agreement requires TEP to file Partial Requirements, Interruptible, Demand Response, and Bill Estimation tariffs. TEP previously has filed Partial Requirements, Demand Response, and Bill Estimation tariffs. Pursuant to the Settlement Agreement, TEP has consulted with Commission Staff and Interested Stakeholders prior to filing this Application. TEP hereby files the required Interruptible tariffs applicable to Large Light and Power (LL&P) Customers, as provided below:

- Rider-5 ISCC – Interruptible Service Capacity Constraint (Attachment “A”)
- Rider-6 CEP – Experimental Critical Event Pricing Rider (Attachment “B”)

Rider-5 ISCC addresses interruptions prompted by anticipated capacity constraints on the TEP system. The establishment of this interruptible program provides benefits to larger customers who are willing and able to reduce loads during periods of capacity constraints. This helps improve system reliability. Rider-6 CEP addresses interruptions prompted by economic considerations, and will provide participating customers an opportunity to receive a certain discount in exchange for a commitment to reduce purchases in periods declared critical by TEP when the cost of supplying power is highest. The reduction in purchases during critical periods helps reduce the cost of electricity that is ultimately recovered through the Purchased Power and Fuel Adjustment Charge (“PPFAC”).

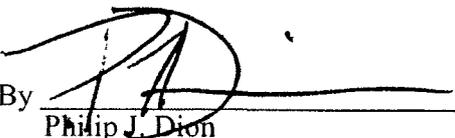
TEP favors an “experimental” implementation of these programs, with the tariff sheets accordingly marked as “experimental.” This would recognize the need for periodic review of the program, and subject to the Commission’s approval, allow adjustments to the tariff’s prices, terms, and conditions to help optimize the operation of the interruptible tariffs.

**II CONCLUSION.**

TEP respectfully requests that the Commission approve its Rider-5 ISCC – Interruptible Service Capacity Constraint and Rider-6 CEP – Experimental Critical Event Pricing Rider.

RESPECTFULLY SUBMITTED this 26<sup>th</sup> day of October 2009.

Tucson Electric Power Company

By 

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9 filed this 26<sup>th</sup> day of October, 2009 with:

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# Attachment “A”



## Rider-5 ISCC Experimental Interruptible Service Capacity Constraint

### APPLICABILITY

The Company agrees that interruptions called under the provisions of this Rider-5, Interruptible Service Capacity Constraint ("ISCC"), are limited to interruptions required to ensure system reliability. Interruptions called pursuant to the terms of this Rider will not be made solely for economic reasons.

### AVAILABILITY

Available to Customers receiving and qualifying for electric service under pricing plans applicable to service over 3,000 kW, and are willing to subscribe to at least 1,000 kW of interruptible load at a contiguous facility.

### CHARACTER OF SERVICE

Must meet all service requirements for the Customers applicable Standard Offer pricing plan.

### COMPANY'S ANNUAL POSTING OF AVAILABLE INTERRUPTIBLE CREDITS AND ASSOCIATED NOTICE REQUIREMENTS AND MAXIMUM HOURS OF INTERRUPTION

The Company will post Market Based Capacity Price MBCP (defined below), and available Interruptible Credits, by Notice Requirement and Maximum Hours of Interruption (Maximum Annual Duration) for upcoming months of May through October of the calendar year by March 15 of the same calendar year. A sample Interruptible Credit Availability Matrix is shown below.

The credits vary by Maximum Annual Duration and Notice Requirement. Typically, as Maximum Annual Duration increases – other factors held constant – the Interruptible Credit increases; and as the Notice Requirement increases (e.g., from ≤ 10 minutes to ≤ 30 minutes) – other factors held constant – the Interruptible Credit decreases. The Shared Savings Factor may also vary, and this will affect the Interruptible Credit.

### NOMINATION OF INTERRUPTIBLE LOAD BY CUSTOMER

Nomination will occur before April 15 of the calendar year of each interruption season. Participating Customers shall designate the portion of their load that is Interruptible Load (in kW). A participating Customer also shall designate its choice for the Notice Requirement option and the Maximum Annual Duration option. A Customer may only choose from the available options posted by the Company.

A single Notice Requirement option and a single Maximum Annual Duration option applies to all load nominated at a single service point. A Customer may not split interruptible load at a single service point among multiple options. Customers with multiple service points may designate different Notice Requirement options and different Maximum Annual Duration options for different service points. If the Customer intends to interrupt a specific activity or function at its operation, the Customer should state this activity or function at the time Interruptible Load is nominated. The minimum nomination of interruptible load summed over a participating Customer's service points shall be 1,000 kW.

### INTERRUPTIBLE CREDIT

Customers who elect service under this Rider-5 will receive a monthly Interruptible Credit. The credit will be an Interruptible Demand Charge Credit (in \$/kW) applied to the Customer's Interruptible Load in kW. The Demand Charge (kW) Credit will be applied to the monthly demand charge for the Customer's Standard Offer Pricing Plan otherwise applicable under full requirements of service.

Filed By: Raymond S. Heyman  
Title: Senior Vice President, General Counsel  
District: Entire Electric Service Area

Tariff No.: Rider-5 ISCC  
Effective: PENDING  
Page No.: 1 of 4



## Rider-5 ISCC Experimental Interruptible Service Capacity Constraint

The Demand Charge Credit shall be calculated as follows:

$$\text{Market Based Capacity Price (MBCP)} * A * B * C * D * E * F$$

- (A) The 116% (+/-) Reserves Factor above represents the avoidance of reserves needed to support the interruptible load.
- (B) The 103% (+/-) Line Loss Factor above represents the avoidance of transmission line losses by displacing purchased capacity.
- (C) The 50% Annualization Factor above represents an annualization of the Demand Charge Credit. Applicable capacity is purchased over a six month summer time frame, while the Demand Charge Credit applies in all twelve months of the year.
- (D) The Availability Weighting factor represents a discount applied to Interruptible Load to reflect its reduced availability under the terms of this Rider relative to purchased capacity. TEP recommends an Availability Weighting Factor based on the matrix below for the different hours per year.
- (E) Shared Savings Factor:  
The 25% Shared Savings Factor awards one-fourth of the interruptible benefit to the Customer subject to interruption and the remaining three-fourths to other system customers. (The Shared Savings Factor initially is set to 25% under this experimental tariff. A change in this factor requires Commission approval. A higher factor would award more benefit to the Interruptible Customer and less benefit to other customers and would provide a greater incentive for Customers to interrupt.)
- (F) The Notice Factor of 100% is applicable to load that is interruptible with notice of Less Than or Equal to 10 Minutes and equals 50% for longer notice requirements.

### SAMPLE INTERRUPTIBLE CREDIT AVAILABILITY MATRIX:

Maximum Annual Duration Notice Requirement	80 Hours Per Year		40 Hours Per Year		20 Hours Per Year	
	≤ 10 Minutes	≤ 30 Minutes	≤ 10 Minutes	≤ 30 Minutes	≤ 10 Minutes	≤ 30 Minutes
Reserves Factor (%)	116%	116%	116%	116%	116%	116%
Line Loss Factor (%)	103%	103%	103%	103%	103%	103%
Annualization Factor (%)	50%	50%	50%	50%	50%	50%
Availability Weighting Factor (%)	75%	75%	65%	65%	60%	60%
Shared Savings Factor (%)	25%	25%	25%	25%	25%	25%
Notice Factor (%)	100%	50%	100%	50%	100%	50%

Note: Rates and nominated hours for current season will be posted by Company via the Internet on or before March 15 of every year.

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 Title: Senior Vice President, General Counsel  
 District: Entire Electric Service Area

Tariff No.: Rider-5 ISCC  
 Effective: **PENDING**  
 Page No.: 2 of 4



## Rider-5 ISCC Experimental Interruptible Service Capacity Constraint

Example: Assume a MBCP of \$8 per kW-month. Assume a Customer is interruptible on 10 minutes notice or less and selects the 80 hours/year Maximum Annual Duration option. Multiply by 116% for avoided reserves. Multiply by 103% for avoided line losses. Multiply by 50% for Annualization. Multiply by the 75% for Availability Weighting. And multiply by 25% for Shared Savings. Multiply by 1 (no change) for Notice Factor. The resulting Demand Charge Credit for this example is \$0.896 per kW month.

The Demand Charge Credit is rounded to the nearest mill ( $1/10$  cent).

### MARKET BASED CAPACITY PRICE (MBCP)

The Market Based Capacity Price (MBCP) reflects opportunity cost of capacity as revealed through the Company's resource procurement process. Resource prices are sensitive and confidential information based on competitive bids; however this information will be made available to the Commission Staff and/or an Independent Monitor(s) for review. The MBCP is a price applicable to six summer months only.

### PENALTY FOR FAILURE TO INTERRUPT

Customers failing to interrupt contract interruptible load for any interruption event during the billing month forfeits the discount for that billing month. A second failure of the Customer to comply with any mandated interruption for capacity constraints may, in the Company's sole discretion, result in the Customer being removed from this Pricing Plan for up to a twenty-four month period.

Additionally, a Customers failing to interrupt contract interruptible load for any interruption event shall purchase interruptible power taken during the event at a penalty price calculated as ten (10) times the incremental cost of power (higher of generated cost or market cost) taken in violation of the interruption order. The Customer's penalty payment shall be credited to the PPFAC.

These penalties shall not apply in instances in which the failure to interrupt is due to the failure of the Company or its equipment to communicate or implement the interruption properly.

### RECOVERY OF PROGRAM COSTS

ISCC Customers' bills will be credited on a demand basis (\$/kW). Recovery of the credits – the cost of the interruptible resource under this Rider - shall be on an energy basis (\$/kWh) through the Purchased Power and Fuel Adjustment Clause (PPFAC). The credits shall be treated in the same manner as any other prudent fuel / purchase power cost.

### TERMS AND CONDITIONS OF SERVICE

1. The Customer must have sufficient load to qualify for Large Light & Power service (either Time-of-Use or Non-Time-of-Use).
2. The Customer must designate for each service point its choice for the Notice Requirement option among available posted options (typical options that may be available, at the Company's discretion: Less than or Equal to 10 Minutes OR Less Than or Equal to 30 Minutes.)
3. Ten-Minute Notice Provision - Upon receiving an interruption notice, a Customer providing Interruptible Load at a subscribed service point shall reduce its load to a level no greater than its Firm Load. This reduction must occur within ten minutes or Customer will be subject to the Penalty for Failure to Interrupt.

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District: Entire Electric Service Area

Tariff No.: Rider-5 ISCC  
Effective: **PENDING**  
Page No.: 3 of 4



## Rider-5 ISCC Experimental Interruptible Service Capacity Constraint

4. Thirty-Minute Notice Provision - Upon receiving an interruption notice, a Customer providing Interruptible Load at a subscribed service point shall reduce its load to a level no greater than its Firm Load. This reduction must occur within thirty minutes or Customer will be subject to the Penalty for Failure to Interrupt.
5. The Customer shall contract for Interruptible Load (sum of all notice options at Customer's contiguous facility) of not less than 1,000 kW.
6. A single interruption event is limited to no more than 4 hours in duration.
7. A Customer receives 4 hours credit for any single interruption event to apply toward the Maximum Annual Duration, even if the duration of the event is less than 4 hours.
10. The Company may call two consecutive interruption events in calendar day (midnight to midnight). The maximum number of back-to-back interruption events over any time period is two. For example, if the Company calls Event 1 from 4 p.m. to 8 p.m. on Day 1, it may also call Event 2 starting at 8 p.m. on Day 1 and continuing for four hours to midnight. However, Company may not call another back-to-back third event starting at the beginning of Day 2 (midnight) and continuing to 4 a.m. on Day 2. This would result in three consecutive back-to-back interruption events, which is not allowed hereunder.
11. The maximum number of interruption events in any calendar day is three.
12. The Customer will provide communication equipment (e.g., telephone line, paging, or wireless service, relays, RTU's (remote transmitting units), meters, recorders, and related software and hardware infrastructure) necessary to-comply with data requirements including verification. The Customer must furnish, install, own, and maintain all Company-approved equipment necessary for the Company to provide interruption notification to the Customer from its master control station.
13. Company shall not be liable for any loss or damage caused by or resulting from any interruption of service.
14. Nothing herein prevents the Company from interrupting service for emergency circumstances, determined in the Company's sole discretion. Emergency interruptions shall not count as interruption events for purposes of this Rider.
15. The standard Rules and Regulations of the Company, as on file with the Arizona Corporation Commission, shall apply where not inconsistent with this rate schedule.

Filed By: Raymond S. Heyman  
Title: Senior Vice President, General Counsel  
District: Entire Electric Service Area

Tariff No.: Rider-5 ISCC  
Effective: **PENDING**  
Page No.: 4 of 4

# Attachment “B”



## Rider-6 CEP Experimental Critical Event Pricing Rider

### PURPOSE OF RIDER:

Customer shall receive a discount to the Base Power Supply Charge(s) under the pricing plan applicable to all purchases at a specific delivery point, except during a Critical Event called by the Company, at which time a Critical Event Price shall apply to all delivery point purchases. Customers with multiple delivery points shall designate which points are subject to Rider-6 CEP.

The Company may call a Critical Event for any reason, including for economic considerations under this Rider-6 CEP.

### AVAILABILITY

Available to Customers receiving and qualifying for electric service under pricing plans applicable to service over 3,000 kW. The Customer must designate specific delivery point(s) as subject to Rider-6 CEP, with all load at the delivery point subject to this Rider-6 CEP. The Customer must also designate the total duration of Critical Events as either 20 hours (5 events) per year or 40 hours (10 events) per year.

### CHARACTER OF SERVICE

Must meet all service requirements for the applicable pricing plan.

### CREDITS

Customers that elect service under this Rider-6 CEP will receive a credit to the Base Power Supply Charge for all purchases at the delivery point, except for purchases during Critical Events. This credit shall be:

For Customers choosing to limit the total duration of Critical Events to no more than 20 hours:  
0.31 mills per kWh (\$0.00031 per kWh)

For Customers choosing to limit the total duration of Critical Events to no more than 40 hours:  
0.55 mills per kWh (\$0.00055 per kWh)

(1 mill equals 1/10 cent.)

### CRITICAL EVENT PRICE

Customer purchases during a Critical Event shall be subject to a surcharge to the Base Power Supply Charge for all purchases at the delivery point. This surcharge shall be the greater of:

- a. \$0.20 per kWh, or
- b. 125% of the incremental cost of power (higher of generated cost or market cost) during the Critical Event.

Payments shall be credited to the Purchased Power and Fuel Adjustment Clause ("PPFAC").

### RECOVERY OF PROGRAM COSTS

Customers' bills will be credited on an energy basis (\$/kWh) as described above. Recovery of the credits – the cost of the interruptible resource under this Rider - shall be on an energy basis (\$/kWh) through the PPFAC. The credits shall be treated in the same manner as any other prudent fuel / purchase power cost.

### TERMS AND CONDITIONS OF SERVICE

1. The Customer must have sufficient load to qualify for Large Light & Power service (either Time-of-Use or Non-Time-of-Use).

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Title: Senior Vice President, General Counsel  
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Tariff No.: Rider-6 CEP  
Effective: DRAFT  
Page No.: 1 of 2



## Rider-6 CEP Experimental Critical Event Pricing Rider

2. The Customer must designate for each Critical Event Pricing (CEP) service point either 20 hours or 40 hours for its choice of the total duration of Critical Events.
3. A single choice of the total duration of Critical Events (either 20 hours (5 events) or 40 hours (10 events)) applies to all load at a single CEP service point. A Customer may not split load at a single CEP service point among multiple duration options. Customers with multiple CEP service points may designate different choices of the total duration of Critical Events for different service points.
4. A single Critical Event is limited to no more than 4 hours in duration.
5. The sum of the durations of all Critical Events (Maximum Annual Duration) shall be no more than 20 hours for the 5 event option, and 40 hours for the 10 event option.
6. A Customer receives 4 hours credit for any single Critical Event to apply toward the Maximum Annual Duration, even if the duration of the event is less than 4 hours.
7. At least four hours of prior notice shall be provided for each interruption event.
8. The Customer will provide communication equipment (e.g., telephone line, paging, or wireless service, relays, RTU's (remote transmitting units), meters, recorders, and related software and hardware infrastructure) necessary to comply with data requirements including verification. The Customer must furnish, install, own, and maintain all Company-approved equipment necessary for the Company to provide interruption notification to the Customer from its master control station.
9. Nothing herein prevents the Company from interrupting service for emergency circumstances, determined in the Company's sole discretion. Emergency interruptions shall not count as interruption events for purposes of this Rider-6 CEP.
10. Company shall not be liable for any loss or damage caused by or resulting from any interruption of service.
11. The standard Rules and Regulations of the Company, as on file with the Arizona Corporation Commission, shall apply where not inconsistent with this rate schedule.

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Tariff No.: Rider-6 CEP  
Effective: **DRAFT**  
Page No.: 2 of 2