

EXCEPTION



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OPEN MEETING AGENDA ITEM

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

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Arizona Corporation Commission

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IN THE MATTER OF THE APPLICATION OF
TUCSON ELECTRIC POWER COMPANY FOR
THE ESTABLISHMENT OF JUST AND
REASONABLE RATES AND CHARGES
DESIGNED TO REALIZE A REASONABLE
RATE OF RETURN ON THE FAIR VALUE OF
ITS OPERATIONS THROUGHOUT THE STATE
OF ARIZONA.

) DOCKET NO. E-01933A-12-0291

) **EXCEPTIONS TO PROPOSED
ORDER REGARDING
INTERRUPTIBLE TARIFF**

ORIGINAL

Tucson Electric Power Company ("TEP"), through undersigned counsel, hereby submits its exceptions to the proposed order regarding its proposed Rider R-12 Interruptible Service tariff ("Interruptible Tariff"). Although Staff has recommended several modifications to the Tariff, TEP objects only to Staff's proposal to recover the costs of the interruptible resource through TEP's Demand Side Management ("DSM") surcharge rather than through TEP's Purchased Power and Fuel Adjustment Clause ("PPFAC"). Because the Interruptible Tariff will reduce the amount of purchased power needed by TEP, TEP believes the costs associated with the Interruptible Tariff are more appropriately recovered through the PPFAC. TEP has provided proposed amendment language in Attachment 1.

Background

As part of the Settlement Agreement approved in TEP's last rate case, TEP was required to file an interruptible service tariff. Under the Interruptible Tariff, TEP has the sole discretion to interrupt electric service to a customer that has agreed to take interruptible service. The Interruptible Tariff requires the customer to invest in "all necessary communication, relay and breaker equipment" necessary for TEP to provide notice to the customer and to remotely interrupt service to the customer. The customer cannot refuse the interruption, although the Interruptible

1 Tariff limits the number and duration of interruptions for the customer.¹ In exchange for agreeing
2 to take interruptible service, the customer receives credits related to the amount of load it has
3 agreed can be interrupted. As a result, TEP is able to interrupt load to save on purchased power
4 costs in times of high system demand. These interruptions reduce purchased power costs that are
5 passed through the PPFAC. The price for reducing these purchased power costs are the credits
6 paid to customers who have agreed to have their load interrupted.

7 **Specific Exceptions**

8 TEP strongly believes that the costs of the Interruptible Tariff that allow TEP to reduce
9 purchased power costs should be recovered through the PPFAC. Although Staff states that it
10 understands TEP's reasoning, it recommends recovering the costs through the DSM surcharge tied
11 to the Company's Energy Efficiency Implementation Plan ("EE Plan"). Staff's proposal creates
12 several problems.

13 First, the Interruptible Tariff will require TEP to offer the interruptible service unless and
14 until the Commission suspends or eliminates the tariff. It will not be contingent on getting an EE
15 Plan and related DSM surcharge approved. Historically, EE Plans and related DSM surcharges
16 have not been considered or approved in a routine manner. Presently, the Commission is
17 reviewing the Energy Efficiency Rules for possible amendment and future EE Plans have
18 effectively been put on hold. Both circumstances created significant uncertainty about the timing
19 of future Commission approval of DSM surcharges. On the other hand, the PPFAC rate is
20 considered and approved pursuant to a detailed Plan of Administration that provides much more
21 certainty as to process and timing. As a result, the PPFAC process provides more appropriate
22 timing between when the Interruptible Tariff costs are incurred and when they are recovered.

23 Second, the certainty provided through PPFAC recovery is important to customers
24 interested in taking service under the Interruptible Tariff. Customers that chose to take
25 interruptible service must make significant investment in control systems, facility upgrades and
26

27 ¹ This is different from a voluntary demand response program, under which a customer controls whether or not to reduce its load.

1 communications facilities in order to allow TEP to interrupt their service. Customers may also
2 invest in backup generation to provide basic electrical needs, such as security monitoring.
3 However, if the recovery of the Interruptible Tariff costs are delayed or deferred due the EE
4 Plan/DSM surcharge process, TEP may seek suspension or elimination of the Interruptible Tariff,
5 thus stranding the customer's investment. Recovering the Interruptible Tariff's costs through the
6 PPFAC process eliminates this concern and facilitates implementation of the Interruptible Tariff.²

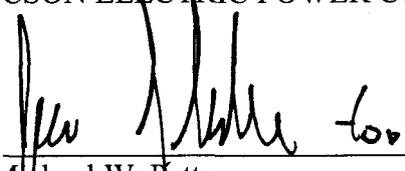
7 Finally, TEP's approach of recovering the Interruptible Tariff Costs through the PPFAC
8 does not impact the Interruptible Tariff costs passed on to customers and better matches those
9 costs to the purchased power costs being saved.

10 **Conclusion**

11 TEP requests that the Commission amend the proposed order as set forth in the attached
12 amendment language.

13 RESPECTFULLY SUBMITTED this 14th day of July, 2014.

14 TUCSON ELECTRIC POWER COMPANY

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² TEP would note that AECC and Freeport-McMoran -- who represent the large commercial and industrial customers that may take advantage of the Interruptible Tariff -- did not raise any concern about recovering the Interruptible Tariff costs through the PPFAC.

1 Original and 13 copies of the foregoing
2 filed this 14th day of July 2014 with:

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By Jaclyn Howard

Attachment-1

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Attachment 1

Proposed Amendment Language

At Page 7, Line 6, **DELETE** the sentence beginning with “As collected amounts amortize” and **INSERT** “However, we believe that the PPFAC is the appropriate recovery mechanism of the costs of the Interruptible Credits and that those costs should be treated as a cost of purchased capacity and recorded in FERC Account 555.”

At page 9, Line 12, **REPLACE** “DSM Surcharge” with “Purchased Power and Fuel Adjustment Clause.”