MICHAEL ANDREA SENIOR COUNSEL AVISTA CORPORATION P.O. BOX 3727 1411 EAST MISSION AVENUE SPOKANE, WASHINGTON 99220-3727 TELEPHONE: (509) 495-2564 EMAIL: michael.andrea@avistacorp.com	
IN THE MATTER OF THE APPLICATION OF AVISTA CORPORATION FOR A PETITION TO MODIFY TERMS AND CONDITIONS OF PROSPECTIVE PURPA AGREEMENTS) CASE NO. AVU-E-15-O())) DIRECT TESTIMONY) OF) CLINT KALICH
FOR AVISTA CORPORATION (ELECTRIC)	

I. INTRODUCTION

- Q. Please state your name, the name of your
- 3 employer, and your business address.
- A. My name is Clint Kalich. I am employed by
- 5 Avista Corporation at 1411 East Mission Avenue, Spokane,
- 6 Washington.

1

- 7 Q. In what capacity are you employed?
- 8 A. I am the Manager of Resource Planning & Power
- 9 Supply Analyses in the Energy Resources Department of
- 10 Avista Utilities.
- 11 Q. Please state your educational background and
- 12 professional experience.
- 13 A. I graduated from Central Washington University
- 14 in 1991 with a Bachelor of Science Degree in Business
- 15 Economics. Shortly after graduation, I accepted an
- 16 analyst position with Economic and Engineering Services,
- 17 Inc. (now EES Consulting, Inc.), a Northwest management-
- 18 consulting firm located in Bellevue, Washington. While
- 19 employed by EES, I worked primarily for municipalities,
- 20 public utility districts, and cooperatives in the area of
- 21 electric utility management. My specific areas of focus
- 22 were economic analyses of new resource development, rate
- 23 case proceedings involving the Bonneville Power

- 1 Administration, integrated (least-cost) resource
- 2 planning, and demand-side management program development.
- In late 1995, I left Economic and Engineering
- 4 Services, Inc. to join Tacoma Power in Tacoma,
- 5 Washington. I provided key analytical and policy support
- 6 in the areas of resource development, procurement, and
- 7 optimization, hydroelectric operations and re-licensing,
- 8 unbundled power supply rate-making, contract
- 9 negotiations, and system operations. I helped develop,
- 10 and ultimately managed, Tacoma Power's industrial market
- 11 access program serving one-quarter of the company's
- 12 retail load.
- In mid-2000 I joined Avista Utilities and accepted
- 14 my current position assisting the Company in resource
- 15 analysis, dispatch modeling, resource procurement,
- 16 integrated resource planning (IRP), and rate case
- 17 proceedings. Much of my career has involved resource
- 18 dispatch modeling of the nature described in this
- 19 testimony.
- Q. What relief is the Company requesting in this
- 21 proceeding?
- 22 A. Avista requests the Commission provide the
- 23 Company the same relief granted Idaho Power in Order No.
- 24 33222, namely to limit the maximum required contract

- 1 terms for "IRP Methodology" wind and solar PURPA
- 2 contracts to five (5) years. A term beyond five (5)
- 3 years should be an option for the utility in the event a
- 4 very favorable PURPA opportunity arises. Avista also
- 5 requests that the Commission provide the Company with any
- 6 other interim or final relief granted to any other
- 7 utility subject to PURPA in the State of Idaho.
- 8 Q. Why is Avista requesting relief?
- 9 A. Developers generally look for the highest
- 10 returns on their projects, including the certainty of
- 11 long-term fixed-price contracts. QF developers appear to
- 12 prefer longer-term contracts. This may be because the
- 13 long-term price certainty makes it easier to finance
- 14 their projects. The Idaho experience with wind, and now
- 15 solar, bears this out. Developers have consistently
- 16 favored Idaho Power, the utility with the highest
- 17 calculated avoided cost rates for PURPA projects ("QFs")
- 18 that qualify for such rates. Accordingly, if Avista is
- 19 required to enter into QF contracts with a longer term
- 20 than Idaho Power is required to enter, QF developers may
- 21 choose a longer-term contract with Avista rather than a
- 22 five-year contract with Idaho Power.
- Q. Can you provide a specific example illustrating
- 24 how a PURPA developer might choose a 20-year contract

- 1 from Avista rather than a five-year contract from Idaho
- 2 Power?
- 3 A. Yes. Kootenai Electric Cooperative
- 4 ("Kootenai"), located in the state of Idaho, requested an
- 5 Oregon 20-year PURPA contract from Idaho Power for its
- 6 landfill gas project. This was rational economic
- 7 behavior because the terms of Idaho Power's Oregon PURPA
- 8 contract were, even with some additional transmission
- 9 costs, more favorable at that time than the alternatives,
- 10 including a long-term contract with Kootenai's
- 11 neighboring utility, Avista.
- Due to a dispute over the delivery point, Kootenai
- 13 decided that during the dispute it would deliver the
- 14 output from its QF to Avista under a short-term OF
- 15 contract. Again, this decision demonstrated rational
- 16 economic behavior because, while Avista's long-term rates
- 17 were much lower than Idaho Power's, Avista's short-term
- 18 rates were similar to Idaho Power's short-term rates. By
- 19 selling to Avista under a short-term OF contract,
- 20 Kootenai was able to retain flexibility to enter into a
- 21 long-term Oregon QF contract with Idaho Power if it
- 22 prevailed in its dispute and, in the interim, could
- 23 obtain a rate from Avista similar to Idaho Power's.

- 1 Q. Did Kootenai make any other decisions that, in
- 2 your opinion, demonstrate the tendency of PURPA
- 3 developers to seek the best overall prices and terms for
- 4 their output?
- 5 A. Yes. Though Kootenai's project was located in
- 6 Idaho, it chose to sell its output to Idaho Power in
- 7 Oregon where the terms of Idaho Power's PURPA contracts
- 8 were even more favorable than in the state of Idaho. In
- 9 fact, in order to obtain an Oregon QF contract from Idaho
- 10 Power, Kootenai took the issue regarding whether its
- 11 output would be delivered to Idaho Power in Idaho or in
- 12 Oregon to the Federal Energy Regulatory Commission
- 13 ("FERC"). Kootenai ultimately obtained a ruling that its
- 14 output would be delivered to Idaho Power in Oregon. This
- 15 later step demonstrates just how sophisticated and
- 16 motivated PURPA developers are to identify and obtain the
- 17 PURPA contract with the most favorable terms.
- 18 Q. Do you think that PURPA developers might find a
- 19 20-year PURPA contract with Avista more favorable than a
- 20 five-year contract with Idaho Power?
- 21 A. Yes. As explained above, developers look for
- 22 the PURPA contract with the terms that are most favorable
- 23 to them. PURPA rates for a 20-year term are generally
- 24 higher than PURPA rates for a 5-year term. Therefore, in

- 1 the absence of the ability to obtain a 20-year Idaho
- 2 Power PURPA contract, wind and solar developers likely
- 3 will pursue longer-term contracts with Avista.
- 4 Q. Does this conclude your testimony?
- 5 A. Yes