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June 11, 2015

IDAHO PUBLIC  
UTILITIES COMMISSION

**OVERNIGHT DELIVERY**

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

Attention: Jean D. Jewell  
Commission Secretary

**RE: CASE NO. PAC-E-15-03  
IN THE MATTER OF THE PETITION OF ROCKY MOUNTAIN POWER FOR  
MODIFICATION OF TERMS AND CONDITIONS OF PURPA PURCHASE  
AGREEMENTS AND FOR MODIFICATION OF ITS AVOIDED COST  
METHODOLOGY**

Please find enclosed for filing an original and nine (9) copies of Mr. Paul H. Clements' rebuttal testimony on behalf of Rocky Mountain Power in the above-referenced matter. Also enclosed is a CD containing a Word version of Mr. Clements testimony for the court reporter.

Informal inquiries may be directed to Ted Weston, Idaho Regulatory Manager at (801) 220-2963.

Very truly yours,

Jeffrey K. Larsen  
Vice President, Regulation

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF THE PETITION OF  
ROCKY MOUNTAIN POWER FOR  
MODIFICATION OF TERMS AND  
CONDITIONS OF PURPA PURCHASE  
AGREEMENTS AND FOR  
MODIFICATION OF ITS AVOIDED  
COST METHODOLOGY

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**CASE NO. PAC-E-15-03**

IN THE MATTER OF IDAHO POWER  
COMPANY'S PETITION TO MODIFY  
TERMS AND CONDITIONS OF PURPA  
PURCHASE AGREEMENTS

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**CASE NO. IPC-E-15-01**

IN THE MATTER OF AVISTA  
CORPORATION'S PETITION TO  
MODIFY TERMS AND CONDITIONS OF  
PURPA PURCHASE AGREEMENTS

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**CASE NO. AVU-E-15-01**

**ROCKY MOUNTAIN POWER**

**REBUTTAL TESTIMONY**

**OF**

**PAUL H. CLEMENTS**

1 **Q. Please state your name, business address, and present position with Rocky**  
2 **Mountain Power (“Rocky Mountain Power”), a division of PacifiCorp.**

3 A. My name is Paul H. Clements. My business address is 201 S. Main, Suite 2300,  
4 Salt Lake City, Utah 84111. My present position is Senior Originator/Power  
5 Marketer for Rocky Mountain Power. Rocky Mountain Power is a division of  
6 PacifiCorp.

7 **Q. Are you the same Paul H. Clements who previously submitted direct**  
8 **testimony in this proceeding?**

9 A. Yes.

10 **PURPOSE AND SUMMARY OF TESTIMONY**

11 **Q. What is the purpose of your rebuttal testimony?**

12 A. The purpose of my rebuttal testimony is to address certain issues raised by Dr.  
13 Don Reading in his direct and rebuttal testimony filed on behalf of J. R. Simplot  
14 Company (“Simplot”) and Clearwater Paper Corporation (“Clearwater”), and Mr.  
15 R. Thomas Beach and Mr. Adam Wenner in their direct testimony filed on behalf  
16 of the Idaho Conservation League and the Sierra Club. My testimony will also  
17 indirectly address the same or similar issues raised by other witnesses on behalf of  
18 intervenors that oppose the petition of Idaho Power Company (“Idaho Power”) in  
19 Case No. IPC-E-15-01 or the petition of Avista Corporation (“Avista”) in Case  
20 No. AVU-E-15-01.

21 My testimony will explain why:

22 (1) the citation of Dr. Reading to testimony of Mr. Gregory N. Duvall on  
23 behalf of PacifiCorp in Washington Utilities and Transportation

1 Commission ("WUTC") cases does not support the position of Simplot  
2 and Clearwater that the term of power purchase agreements ("PPAs") with  
3 qualifying facilities ("QFs") should not be reduced at this time;

4 (2) it is appropriate for generation resources owned and operated by public  
5 utilities to be treated differently than generation resources owned and  
6 operated by QFs;

7 (3) it is not a violation of the Public Utility Regulatory Policies Act of  
8 1978 ("PURPA") to limit the term of PPAs with QFs to three years;

9 (4) the alternative proposal of Simplot and Clearwater to maintain a 20-  
10 year term for QF contracts, but to allow the energy component of the price  
11 to vary during the last ten years of the term does not significantly reduce  
12 the risks which customers are exposed to by long-term contracts; and,

13 (5) providing QFs with longer term contracts than current hedging  
14 guidelines is potentially harmful to customers.

15 My testimony also notes that no party has opposed the recommendation of Mr.  
16 Brian S. Dickman that the Integrated Resource Plan ("IRP") Method of  
17 determining indicative pricing for proposed QF projects on the Company's system  
18 includes prior QF requests for indicative pricing and that Commission Staff  
19 supports his recommendation.

20 **Q. Does the fact that you are not commenting on other issues raised in the direct**  
21 **or rebuttal testimony of these or other witnesses indicate that you agree with**  
22 **their positions?**

23 **A.** No. I believe that other issues raised by witnesses for parties opposing the

1 petitions of the utilities in these consolidated cases have been more than  
2 adequately addressed in the direct testimony filed by the utilities or in the direct  
3 and rebuttal testimony of Mr. Rick Sterling filed on behalf of the Staff of the  
4 Commission. I also understand that Idaho Power and Avista are filing rebuttal  
5 testimony addressing the issues raised by opponents to their petitions.

6 **Q. Is Rocky Mountain Power filing rebuttal testimony of any other witness in**  
7 **these consolidated cases?**

8 A. No.

9 **TESTIMONY OF MR. GREGORY N. DUVALL IN WASHINGTON**

10 **Q. Dr. Reading cites testimony of Mr. Duvall in two Washington Utilities and**  
11 **Transportation Commission (“WUTC”) cases in support of his argument**  
12 **that it is inappropriate to compare the price of PURPA resources to market**  
13 **prices. (Reading Direct. page. 17, line 1 - page 18, line 2.) Does Mr. Duvall’s**  
14 **testimony support Simplot’s and Clearwater’s opposition to the petitions of**  
15 **the utilities to shorten the term of QF contracts?**

16 A. No. Mr. Duvall’s testimony did not address the subject of the appropriate term of  
17 QF contracts in the current environment and did not in any way suggest that QF  
18 contracts need to have a term of 20 years to ensure that they include capacity  
19 payments.

20 **Q. What did Mr. Duvall’s rebuttal testimony in the 2013 WUTC docket**  
21 **address?**

22 A. Mr. Duvall’s rebuttal testimony in WUTC Docket UE-130043 was offered in  
23 response to claims by parties in that general rate case that the costs of

1 PacifiCorp's contracts with QFs located in California and Oregon should not be  
2 included in its net power costs for purposes of determining rates for customers in  
3 Washington even though those projects were located in PacifiCorp's West  
4 Control Area. As this Commission is aware, Washington has a unique position  
5 among PacifiCorp's states in refusing to include an attributable share of system  
6 wide resources in Washington's cost of service and limiting the cost of service to  
7 include only certain West Control Area resources. Parties in the general rate case  
8 took the position that the costs of existing contracts with QFs located in California  
9 and Oregon should not be included even though power purchased under those  
10 contracts supported service to customers in Washington.

11 One of the party's arguments in support of that position was that excluding  
12 the Oregon and California QF contracts from West Control Area net power costs  
13 is equivalent to replacing these resources with market purchases. The sentence  
14 from Mr. Duvall's testimony quoted by Dr. Reading was in response to that  
15 argument. Mr. Duvall explained that PacifiCorp's Schedule 37 in Washington  
16 requires the Company to pay QFs located in Washington a payment for both  
17 energy and capacity, with energy payments reflecting the Company's incremental  
18 cost of market transactions and thermal output, and capacity payments reflecting  
19 the fixed costs associated with a simple cycle combustion turbine for three months  
20 per year. Thus, Mr. Duvall was pointing out that the argument of the party was  
21 inconsistent with current Washington regulations.<sup>1</sup>

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<sup>1</sup> Exhibit 204 at 11 (Rebuttal Testimony of Gregory N. Duvall) WUTC Docket UE-130043 (Aug. 2, 2013), p. 22.).

1 Dr. Reading failed to note that one of the reasons for the opposition to  
2 inclusion of contract costs associated with QFs located in California and Oregon  
3 offered by WUTC Staff was that the avoided costs for QF projects entering into  
4 contracts in California and Oregon were determined for terms longer than the  
5 terms in Washington. In Washington, PacifiCorp's standard avoided costs are  
6 available only for terms of up to five years. WUTC Staff argued, as do the utilities  
7 in this case, that the longer terms in the QF contracts in California and Oregon  
8 exposed customers to unreasonable risks.<sup>2</sup> It was also apparent that there was a  
9 recent significant increase in purchases of power from new QF projects in  
10 California and Oregon, consistent with the evidence in this case.<sup>3</sup> The Washington  
11 Commission accepted the position of Staff and other parties in the 2013 general  
12 rate case and excluded Washington's allocated share of the costs associated with  
13 contracts with QF projects located in California and Oregon from PacifiCorp's net  
14 power costs in Washington.

15 **Q. What was addressed in Mr. Duvall's testimony in the 2014 WUTC docket?**

16 A. Mr. Duvall's testimony in the 2014 general rate case was an effort to have the  
17 Washington Commission reconsider its prior ruling. The point of his testimony  
18 was that it is inappropriate for the Washington Commission to disallow costs of  
19 PURPA contracts approved by other state commissions. In support of this point,  
20 he explained why avoided costs determined in the past may have been reasonable  
21 then, but may differ from current market prices. He did not testify that state

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<sup>2</sup> *Id.* at 7-9 (pages 18-20 of Duvall Rebuttal Testimony).

<sup>3</sup> *Id.* at 8-9 (pages 19-20 of Duvall Rebuttal Testimony).

1 commission's should require long QF contract terms so that capacity costs are  
2 included or that capacity costs should be included if they are not avoided. His  
3 testimony is not inconsistent with Rocky Mountain Power's position in this case.

4 Rocky Mountain Power's position is that the Commission should approve  
5 a modification to the current requirements for new PPAs with QFs to reduce the  
6 term of contracts from 20 to three years because in the current environment a 20-  
7 year term creates too much price risk for customers. Mr. Duvall's testimony  
8 urging the Washington Commission to allow PacifiCorp to recover an appropriate  
9 share of the costs of previously-approved QF contracts is unrelated to that  
10 position.

#### 11 **UTILITY RESOURCES ARE NOT COMPARABLE TO QF FACILITIES**

12 **Q. Dr. Reading claims that reducing the term of QF contracts is unfair because**  
13 **when utilities build or acquire generation plants or contract for resources,**  
14 **they have or may have much longer lives. (See, e.g., Reading Direct page 9**  
15 **lines 8-16, page 12 lines 1-5, page 13 line 13 - page 15 line 6; Reading**  
16 **Rebuttal page 7 lines 7-11, page 8 lines 13-19.) Do you agree that QFs must**  
17 **be treated the same as utility resources?**

18 A. No. In my direct testimony, I identified most of the differences between utility  
19 resources and QFs that justify different treatment. As I discussed there, before a  
20 utility builds or acquires a resource, it goes through an extensive management  
21 review and integrated resource plan ("IRP") process identifying needs and  
22 potential resources, including identifying the portfolio of resources that will meet  
23 future requirements on a least-cost and least-risk basis. The utility may also be



1 required to obtain a certificate of public convenience and necessity before  
2 constructing a new resource. This requires a demonstration that the resource is  
3 needed and that its construction is in the public interest. In addition, major utility  
4 resources are acquired only through a thorough request for proposals (“RFP”)  
5 process that is often monitored by an independent evaluator. After a resource is  
6 acquired, it is used or dispatched by the utility only when its use is the best  
7 available alternative.

8 In addition, acquisition of utility resources that are viewed as hedges  
9 against future price volatility, (such as market-based PPAs), are done only for  
10 terms of up to three years unless interested stakeholders, including regulators and  
11 customer representatives, agree that longer term hedges should be acquired. And  
12 hedges are only transacted based on strict risk management policies that consider  
13 need and that do not allow hedging beyond a reasonable portion of the utility’s  
14 anticipated load.

15 PURPA contracts, on the other hand, are based on projects built by a third  
16 party without any assessment of the needs of the utility and without any of the  
17 scrutiny imposed by the IRP, certificate of public convenience and necessity or  
18 RFP processes, let alone the heightened management review associated with  
19 longer term resources. The prices for the QF projects are based on the utility’s  
20 avoided costs rather than the costs of the project. Depending on the nature of the  
21 PPA, the QF may sell power to the utility whenever it wishes without regard to  
22 the utility’s needs at any given time and without regard to the availability of lower  
23 cost resources to meet current needs.

1 **Q. Do other witnesses agree with your position?**

2 A. Yes. In addition to the witnesses for Idaho Power and Avista, Mr. Rick Sterling of  
3 the Commission Staff has explained why it is appropriate to treat utility  
4 generation resources differently than QF resources in his rebuttal testimony. In  
5 addition to some of the reasons, I have reiterated above, Mr. Sterling points out  
6 that many of the differences in treatment are required by PURPA and are  
7 advantageous to the QF. He also notes that the fuel and variable costs of utility  
8 resources are subject to annual adjustment, but PURPA prices are fixed for the  
9 entire duration of the contract. (Sterling Rebuttal, page 1 line 18 - page 2 line 22.)

10 **Q. In the context of these differences, is your recommendation that the term of**  
11 **QF contracts be reduced to three years fair in light of the fact that some**  
12 **existing utility generation plants and other resources have longer anticipated**  
13 **lives?**

14 A. Yes. The fact that a PURPA contract only has a term of three years does not mean  
15 that the project will have only a three-year life. Rocky Mountain Power will be  
16 required to purchase the power produced by the project as long as PURPA  
17 requirements exist and the project qualifies as a QF under PURPA. Limiting the  
18 term of the contract to three years simply means that the price Rocky Mountain  
19 Power and its customers will be required to pay to the QF will be subject to  
20 adjustment every three years and be more closely aligned with Rocky Mountain  
21 Power's current avoided costs.

1 **PURPA DOES NOT REQUIRE LONG-TERM CONTRACTS**

2 **Q. Mr. Adam Wenner offers his opinion that reducing the term of QF contracts**  
3 **from 20 to two years as proposed by Idaho Power is inconsistent with**  
4 **FERC's regulations and PURPA. (Wenner Direct page 2, lines 5-8.) Do you**  
5 **agree?**

6 A. Before answering, I want to make clear that I am not an attorney and am not  
7 offering a legal opinion. My answer is based on my knowledge of the contract  
8 terms for PURPA contracts in PacifiCorp's states and my understanding of the  
9 plain language of PURPA and FERC regulations.

10 As I stated in my direct testimony, this Commission previously reduced  
11 the term of contracts to five years during the period from 1997 to 2002. I am not  
12 aware that FERC or any Court concluded that this action by the Commission was  
13 contrary to PURPA or FERC regulations.

14 I am also aware that the Company only offers fixed standard avoided costs  
15 in Washington for up to five years. Again, I am not aware that FERC or any court  
16 concluded that these terms, significantly shorter than 20 years, are inconsistent  
17 with PURPA or FERC regulations.

18 I have reviewed both PURPA and the FERC regulations under PURPA  
19 and have been unable to locate any statement that contracts approved under  
20 PURPA are to have any specific term. I have also reviewed Mr. Wenner's  
21 testimony and fail to see any citation in his testimony that expressly requires  
22 contracts approved under PURPA to have any specific term. On the other hand, as  
23 noted in my direct testimony, I am aware of cases indicating that state

1 commissions have wide discretion in establishing the key terms and conditions of  
2 PURPA contracts as long as their actions are consistent with FERC's regulations.  
3 (See Clements Direct, page 9 line 20 - page 10 line 7.)

4 **SIMPLOT'S AND CLEARWATER'S ALTERNATIVE PROPOSAL IS NOT IN**  
5 **THE PUBLIC INTEREST**

6 **Q. In his rebuttal testimony, Dr. Reading proposes an alternative that he claims**  
7 **balances the interests of utilities and QFs. (Reading Rebuttal, page 3 lines 6-**  
8 **16.) Does this alternative proposal satisfy the concerns of Rocky Mountain**  
9 **Power?**

10 A. No. The primary concern of Rocky Mountain Power that led to its petition is that  
11 it is currently inundated with proposals for new QF projects to provide power that  
12 is not needed to meet customers' needs. Entering into contracts with these  
13 proposed projects for a term of 20 years would expose customers to unreasonable  
14 price risks. Dr. Reading's alternative proposal does not significantly mitigate this  
15 risk.

16 The alternative QF contract terms suggested by Dr. Reading, which  
17 include a fixed capacity payment for 20 years and fixed energy payments for 10  
18 years, still expose customers to unnecessary long term fixed price risk for the  
19 same reasons set forth in my direct testimony. Namely, they still:

- 20 1. exceed the Company's current hedging policies and practices;
- 21 2. are not consistent with the Company's IRP-based long term planning  
22 approach; and,
- 23 3. are not consistent with the Company's RFP-based approach to obtaining long

1 term resources.

2 The terms of Dr. Reading's alternative proposal expose customers to risks that  
3 they would not otherwise have absent the QF.

4 **LONG-TERM QF CONTRACTS ARE NOT AN EFFECTIVE HEDGE**

5 **Q. Mr. Beach states in his direct testimony that 20-year QF contracts provide**  
6 **hedging benefits. (Beach Direct, page 21, line 8 - page 25, line 25.) Do you**  
7 **agree?**

8 A. No. As discussed in my direct testimony, during the collaborative process  
9 involving Rocky Mountain Power, regulators and customer representatives in  
10 2011 and 2012, a consensus was reached that the Company should not hedge  
11 beyond a three-year time horizon unless stakeholders expressed a specific interest  
12 for longer term hedges based on current market conditions. Contracts with QFs  
13 for twenty years or even ten years are far beyond that time horizon found  
14 reasonable in the collaborative process. They are also far beyond the term of any  
15 other hedge implemented by the Company as set forth in its risk management  
16 policy.

1 **THERE IS NO OPPOSITION TO MODIFYING THE AVOIDED COST PRICING**  
2 **METHOD TO CONSIDER ALL PURPA CONTRACTS IN THE QUEUE**

3 **Q. In his direct testimony, Mr. Brian Dickman proposed that the Commission**  
4 **modify the IRP method for determining avoided costs for non-standard QF**  
5 **projects to account for proposed QF projects on the Company's system prior**  
6 **to the next Idaho QF requesting indicative pricing. (Dickman Direct page 11**  
7 **lines 6-10.)**

8 **Did the witnesses for other parties comment on this recommendation?**

9 A. Yes. Commission Staff witness Mr. Yao Yin, supports Rocky Mountain Power's  
10 proposal. (Yin Direct, page 9, line 18 - page 10, line 4.) Dr. Reading, testifying on  
11 behalf of Simplot and Clearwater, states that "Rocky Mountain Power's  
12 suggestion to update the resource stack more quickly to respond to large influxes  
13 of QFs may also be appropriate." (Reading Direct, page 35, lines 5-7.)

14 **CONCLUSION**

15 **Q. What is your conclusion and recommendation?**

16 A. Witnesses for intervenors that oppose Rocky Mountain Power's petition have not  
17 provided sound reasons or evidence for the Commission to reject Rocky  
18 Mountain Power's request to reduce the term of QF contracts from 20 to three  
19 years.

20 My testimony that the Company has experienced a significant increase in  
21 QF pricing requests in Idaho and across its six-state system, the Company has no  
22 need for new resources until 2028, and the Company's hedging practices and  
23 policies are short-term in nature is un-rebutted. My testimony that given the

1 magnitude of new QF requests, and considering the inherent uncertainties in  
2 projecting avoided cost rates out 20 years or more, current Idaho avoided cost  
3 rates are adversely impacting customers and will continue to do so for 20 years is  
4 also un-rebutted.

5 The Company's request for approval of a permanent reduction in the  
6 maximum contract term for PURPA contracts, from 20 years to three years would  
7 be more consistent with the Company's hedging and trading policies and practices  
8 for non-PURPA energy contracts and more aligned with the IRP cycle. This  
9 change is necessary in order to maintain the ratepayer indifference standard  
10 required by PURPA and to protect Idaho customers.

11 The Company's request that the Commission modify the IRP Method to  
12 account for proposed QF projects on the Company's system prior to the next  
13 Idaho QF requesting indicative pricing is not opposed and should be approved for  
14 the reasons stated in Mr. Dickman's direct testimony.

15 **Q. Does this conclude your rebuttal testimony?**

16 **A. Yes.**

## CERTIFICATE OF SERVICE

I hereby certify that on this 11<sup>th</sup> of June 2015, I caused to be served, via e-mail a true and correct copy of the foregoing document in Case Nos. PAC-E-15-03/IPC-E-15-01/AVU-E-15-01 to the following:

Donovan E. Walker  
Idaho Power Company  
1221 W. Idaho St. (83702)  
P0 Box 70  
Boise, ID 83 707-0070  
[dwalker@idahopower.com](mailto:dwalker@idahopower.com)  
[dockets@idahopower.com](mailto:dockets@idahopower.com)

Donald L. Howell, II  
Daphne Huang  
Idaho Public Utilities Commission  
472 W, Washington (83702)  
P0 Box 83720  
Boise, ID 83720-0074  
[don.howell@puc.idaho.gov](mailto:don.howell@puc.idaho.gov)  
[daphne.huang@puc.idaho.gov](mailto:daphne.huang@puc.idaho.gov)

Richard Malmgren  
Senior Assistant General Counsel  
Micron Technology, Inc.  
800 5. Federal Way  
Boise, ID 83716  
[remalmgren@micron.com](mailto:remalmgren@micron.com)

Frederick J. Schmidt  
Micron Technology, Inc.  
377 S. Nevada Street  
Carson City, NV 89701  
[fschmidt@hollandhart.com](mailto:fschmidt@hollandhart.com)

Peter J. Richardson  
Gregory M. Adams  
Richardson Adams, PLLC  
515 N. 27<sup>th</sup> Street  
Boise, ID 83702  
[peter@richardsonadams.com](mailto:peter@richardsonadams.com)  
[greg@richardsonadams.com](mailto:greg@richardsonadams.com)

Don Reading  
6070 Hill Road  
Boise, ID 83703  
[dreading@Zimindspring.com](mailto:dreading@Zimindspring.com)

Matt Vespa  
Idaho Conservation League, Sierra Club  
85 Second Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94105  
[Matt.vespa@sierraclub.org](mailto:Matt.vespa@sierraclub.org)

Leif Elgethun, PE, LEED AP  
Intermountain Energy Partners, LLC  
P0 Box 7354  
Boise, ID 83707  
[leif@sitebasedenergy.com](mailto:leif@sitebasedenergy.com)

Dean J. Miller  
McDevitt & Miller LLP  
420 W. Bannock St.  
Boise, ID 83702  
[joe@mcdevitt-miller.com](mailto:joe@mcdevitt-miller.com)

Kelsey Jae Nunez  
Snake River Alliance  
P0 Box 1731  
Boise, ID 83701  
[knunez@snakeriveralliance.org](mailto:knunez@snakeriveralliance.org)

Michael G. Andrea  
Avista Corporation  
1411 East Mission Ave. – MSC-23  
Spokane, WA 99202  
[Michael.andrea@avistacorp.com](mailto:Michael.andrea@avistacorp.com)

Clint Kalich  
Avista Corporation  
1411 East Mission Ave. – MSC-23  
Spokane, WA 99202  
[Clint.Kalich@avistacorp.com](mailto:Clint.Kalich@avistacorp.com)  
[Linda.gervais@avistacorp.com](mailto:Linda.gervais@avistacorp.com)

Irion Sanger  
Sanger Law P.C  
1117 SW 53<sup>rd</sup> Avenue  
Portland, OR 97215  
[irion@sanger-law.com](mailto:irion@sanger-law.com)

Scott Dale Blickenstaff  
Amalgamated Sugar Company  
1951 5. Saturn Way, Suite 100  
Boise, ID 83702  
[sblickenstaff@amalsugar.com](mailto:sblickenstaff@amalsugar.com)



C. Tom Arkoosh  
Arkoosh Law Offices  
802 W. Bannock St., Ste. 900 (83702)  
P0 Box 2900  
Boise, ID 83701  
[torn.arkoosh@arkoosh.com](mailto:torn.arkoosh@arkoosh.com)

Eric L. Olsen  
Racine, Olson, Nyc, Budge & Bailey, Chartered  
201 E. Center  
P0 Box 1391  
Pocatello, ID 83204-139 1  
[elo@jr RacineLaw.net](mailto:elo@jr RacineLaw.net)

Scott Dale Blickenstaff  
The Amalgamated Sugar Co LLC  
1951 S. Saturn Way, Suite 100  
Boise, ID 83702  
[sblickenstaff@amalsugar.com](mailto:sblickenstaff@amalsugar.com)

Ted Weston  
Rocky Mountain Power  
201 S. Main Street, Suite 2300  
Salt Lake City, UT 84111  
[Ted.weston@pacificcorp.com](mailto:Ted.weston@pacificcorp.com)

John R. Hammond, Jr.  
Fisher Pusch LLP  
101 S. Capitol Blvd., Suite 701  
Boise, ID 83702  
[jrh@fisherpusch.com](mailto:jrh@fisherpusch.com)

Erin Cecil  
Arkoosh Law Offices – Electronic Copies Only  
[Erin.cecil@darkoosh.com](mailto:Erin.cecil@darkoosh.com)

Anthony Yankel  
29814 Lake Road  
Bay Village, OH 44140  
[tony@yankel.net](mailto:tony@yankel.net)

Data Request Response Center – Electronic Copies  
Only  
PacifiCorp  
[datarequest@pacificcorp.com](mailto:datarequest@pacificcorp.com)

Yvonne Hogle  
Rocky Mountain Power  
201 S. Main Street, Suite 2300  
Salt Lake City, Utah 84111  
[Yvonne.hogle@pacificcorp.com](mailto:Yvonne.hogle@pacificcorp.com)

John Gorman  
Ecoplexus, Inc.  
650 Townsend Street, Suite 310  
San Francisco, CA 94103  
[johng@ecoplexus.com](mailto:johng@ecoplexus.com)



---

Amy Eissler  
Coordinator, Regulatory Operations