

LISA D. NORDSTROM
Lead Counsel
lnordstrom@idahopower.com

October 18, 2016

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702

Re: Case No. IPC-E-16-14
New Tariff Schedule 63, A Community Solar Pilot Program
Idaho Power Company's Comments

Dear Ms. Jewell:

Enclosed for filing in the above matter are an original and seven (7) copies of Idaho Power Company's Comments in support of the Settlement Stipulation filed in this matter on September 26, 2016.

Very truly yours,



Lisa D. Nordstrom

LDN/kkt

Enclosures

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LISA D. NORDSTROM (ISB No. 5733)
Idaho Power Company
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
Telephone: (208) 388-6117
Facsimile: (208) 388-6936
lnordstrom@idahopower.com

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Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER)	
COMPANY'S APPLICATION TO)	CASE NO. IPC-E-16-14
APPROVE NEW TARIFF SCHEDULE 63,)	
A COMMUNITY SOLAR PILOT)	IDAHO POWER COMPANY'S
PROGRAM.)	COMMENTS IN SUPPORT OF
)	SETTLEMENT
)	

Idaho Power Company ("Idaho Power" or "Company"), by and through its undersigned attorney, hereby submits to the Idaho Public Utilities Commission ("Commission") these comments in the above-captioned proceeding. The Company's comments are organized as follows:

Section I – provides the procedural background in the case;

Section II – summarizes the Company's original filing;

Section III – identifies the three primary issues addressed by Commission Staff ("Staff") and intervening parties in comments filed in this case;

Section IV – details how the proposed Stipulation resolves the issues identified in the initial comments, and the Company's rationale for agreeing to the modifications; and

Section V – summarizes why the proposed Stipulation is in the public interest and should be approved.

I. BACKGROUND

On June 22, 2016, Idaho Power filed an Application requesting that the Commission approve new tariff Schedule 63, A Community Solar Pilot Program (“Program”).

On July 7, 2016, the Commission issued a Notice of Intervention Deadline in Order No. 33552, setting forth a deadline for intervention 14 days from its issuance. Petitions to Intervene were filed by the Idaho Conservation League (“ICL”), the Industrial Customers of Idaho Power (“ICIP”), the Idaho Irrigation Pumpers Association (“IIPA”), Snake River Alliance (“SRA”), Sierra Club, and the City of Boise, all of which were granted in Order Nos. 33552, 33557, 33560, and 33562, respectively.

On August 16, 2016, the Commission issued a Notice of Modified Procedure in Order No. 33569, setting the date of August 23, 2016, for an initial settlement discussion and establishing a comment deadline of September 1, 2016, and a reply comment deadline of September 14, 2016. Parties to this case convened on August 23, 2016, for the initial settlement conference. While a settlement agreement was not reached at that time, the parties agreed to proceed with the initial September 1, 2016, comment deadline, but also agreed to schedule a second settlement conference for September 9, 2016. Comments were then filed by ICL on August 31, 2016, and by Staff, ICIP, SRA, and Sierra Club on September 1, 2016.

On September 9, 2016, parties to this case (with the exception of IIPA) reconvened for the second scheduled settlement conference that resulted in the following settlement of issues related to the Company’s application in this docket. As a

result of this agreement, Staff submitted a Decision Memorandum to the Commission for the September 12, 2016, Decision Meeting, requesting to suspend the September 14, 2016, reply comment deadline, which the Commission approved in Order No. 33598. Idaho Power then filed the agreed upon Stipulation and corresponding Motion to Approve on September 16, 2016. The Stipulation was entered into by Idaho Power, Staff, ICL, ICIP, IIPA, SRA, Sierra Club, and the City of Boise, hereafter referred to jointly as “Parties.”

II. SUMMARY OF ORIGINAL APPLICATION AND TESTIMONY

In its initial Application and testimony, Idaho Power requested that the Commission authorize the implementation of a voluntary Community Solar Pilot Program (“Program”) that would allow a limited number of Idaho Power’s Idaho customers the opportunity to voluntarily subscribe to the generation output of a solar array. Participating customers would be required to pay a one-time upfront Subscription Fee (“Subscription Fee”) and in return would receive a monthly bill credit (“Solar Energy Credit”) for their proportional output of the energy produced from the array.¹ The Company proposed to open the Program to Residential, Commercial, Industrial, Irrigation, and Special Contract customers receiving service under Idaho Rate Schedules: 01, 05, 07, 09, 19, 24, 26, 29, and 30.²

The Company chose to offer the Program based on interest from some customers who had expressed the desire to have a portion or all of their energy supplied from renewable resources, specifically solar. For many customers, direct ownership and operation of a solar resource is not desirable or feasible. Barriers include: upfront capital

¹ Application, p. 1

² Pengilly Direct Testimony, p. 3

costs, customers who reside in rental properties or multi-unit dwellings, as well as customers who have aging rooftops, shading, or unsuitable rooftop orientation. The Company's proposed Community Solar Pilot Program was designed as an alternative for customers who fall into the various categories mentioned above.³

The Company intended for this initial offering to be treated as a pilot program to allow the Company to learn about the complexities associated with offering community solar programs including: customer commitment, construction, contracting, interconnection, maintenance, and billing. The Program was designed as a new option in response to some customers' preference for renewable energy options, serving to inform the consideration of potential expanded offerings in the future.⁴

Because the Company does not currently have a load-serving need for the proposed solar resource, the overall Program design was intended to result in Program participants ("Participants") covering the full cost of the project (less a 15 percent shareholder subsidy) with nominal impact to non-participating customers assuming full Program subscription.⁵

The Company proposed a cost-based method of pricing whereby the Company set the Subscription Fee for Participants to reflect the cost to construct the solar facility, less the IDACORP shareholder contribution of 15 percent, plus interconnection costs as well as ongoing costs such as operations and maintenance expense and property tax. Estimated incremental costs associated with marketing the Program were incorporated

³ Larkin Direct Testimony, p. 4

⁴ Pengilly Direct Testimony, p. 4

⁵ Larkin Direct Testimony, pp. 5-6

into the Subscription Fee as well.⁶ The Subscription Fee also reflected the benefit of the federal investment tax credits (“ITC”), thereby reducing the overall fee amount. Under current law, the 30 percent ITC for eligible facilities will be available through 2019 and be subject to normalization, as required for public utilities by the Internal Revenue Code.⁷ Based on the costs and benefits identified above, the proposed Subscription Fee was \$740 for the equivalent of a 320-watt panel.⁸

In return for the \$740 upfront Subscription Fee, Participants would be eligible to receive a Solar Energy Credit on their monthly bill based on the actual energy output of the array throughout the 25-year life of the Program. The forecast annual energy per Subscription was approximately 638 kilowatt-hours (“kWh”).⁹

The Company proposed a Solar Energy Credit based on Idaho Power’s embedded energy-related costs as determined by the most recently reviewed class cost-of-service methodology filed in Case No. IPC-E-11-08, adjusted to reflect revenue requirement changes that were subsequently authorized by the Commission that impacted the authorized level of energy-related cost recovery.¹⁰ In addition, the Company proposed to update the Solar Energy Credit as needed based on changes to its embedded energy-related costs recovered through base rates throughout the life of the Program.¹¹

⁶ Larkin Direct Testimony, pp. 6-7

⁷ Larkin Direct Testimony, p. 8

⁸ Larkin Direct Testimony, p. 10

⁹ Application, pp. 9-10

¹⁰ Larkin Direct Testimony, p. 12

¹¹ Larkin Direct Testimony, p. 14

The Company's proposed Solar Energy Credit was based on the premise that providing participants with a bill credit based on embedded energy costs would reflect the concept that Participants are choosing to subscribe to the community solar facility for a portion of their electricity rather than receiving electricity generated from the Company's overall system resources.¹² This embedded cost methodology would ensure that participating customers are able to offset the energy-related portion of base rates, while still contributing to the recovery of fixed costs related to infrastructure needed to serve all customers, as well as other non-variable costs such as customer service and billing.¹³

III. SUMMARY OF ISSUES RAISED IN COMMENTS

Comments in response to the Company's initial proposal were filed by ICL on August 31, 2016, and by Staff, ICIP, SRA, and Sierra Club on September 1, 2016, (jointly referred to as "Commenting Parties"). While each set of comments was generally supportive of the Company's effort to offer such a program, two issues were consistently raised by the Commenting Parties: (1) Subscription Fee payment options¹⁴ (i.e., lack of options in addition to the one-time upfront fee), and (2) the valuation of the Solar Energy Credit.¹⁵ A third issue identified, by a number of parties, was the concept

¹² Larkin Direct Testimony, p. 13

¹³ Larkin Direct Testimony, pp. 13-14

¹⁴ Staff's Initial Comments, p. 4; Sierra Club's Initial Comments, p. 4; SRA's Initial Comments, p. 2; ICL's Initial Comments, pp. 2-3

¹⁵ Staff's Initial Comments, p. 7; ICIP's Initial Comments, pp. 4-5; Sierra Club's Initial Comments, p. 2; SRA's Initial Comments, pp. 2-3, ICL's Initial Comments, pp. 6-11

of a transmission and distribution (“T&D”) deferral benefit as a result of building the solar array close to load.¹⁶

A. Subscription Fee Payment Options

In its comments, Staff stated that the \$740 upfront Subscription Fee would likely be a significant hurdle for residential customers interested in participating.¹⁷ Staff referenced Avista’s Community Solar Program that included a relatively high upfront fee of \$1,400, which negatively impacted participation even with a payback period of 3.75 years.¹⁸ As a result, Staff recommended that Idaho Power provide 12 and 24-month payment options in addition to the upfront option to make participation more attainable for residential customers.¹⁹ ICL, SRA, and Sierra Club all voiced similar concerns with the Company’s proposal and believed that the \$740 upfront Subscription Fee would be a barrier to participation in the Program, and if left unaddressed would result in its failure due to lack of participation.²⁰

B. Solar Energy Credit

The Commenting Parties all provided feedback on the Company’s proposed methodology for the Solar Energy Credit that Participants would receive in return for the Subscription Fee. Each set of comments opposed the Company’s proposal to use the embedded cost-of-service methodology for determining the Solar Energy Credit. The

¹⁶ Staff’s Initial Comments, p. 9; Sierra Club’s Initial Comments, p. 3; SRA’s Initial Comments, p. 4

¹⁷ Staff’s Initial Comments, p. 4

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ ICL’s Initial Comments, p. 2; SRA’s Initial Comments, p. 2; Sierra Club’s Initial Comments, p. 4

Commenting Parties expressed concern with regard to the model's accuracy,²¹ complexity,²² length of time between updates,²³ perceived lack of transparency,²⁴ and general suitability for use as a method to determine an appropriate solar credit.²⁵

Alternatively, the Commenting Parties collectively recommended using the Company's Demand Side Management ("DSM") Alternate Costs identified in the 2015 Integrated Resource Plan, Appendix C – Technical Report, pp. 75-77 ("DSM Alternate Costs") in lieu of the Company's cost-of-service approach.²⁶ The Commenting Parties' justification for recommending the DSM Alternate Costs included transparency,²⁷ the non-controversial nature of these values,²⁸ a consistent schedule for updating every two years,²⁹ and the resulting reduction to the payback period making it more likely that the Program would be successful.³⁰ The Commenting Parties also supported the use of the DSM Alternate Costs based on the belief that they appropriately value the power generated by the community solar array by reflecting the marginal resource the Company would offset through production at the solar facility.³¹

²¹ Staff's Initial Comments, p. 5; ICL's Initial Comments, p. 6; Sierra Club's Initial Comments, p. 2

²² ICL's Initial Comments, p. 9

²³ Staff's Initial Comments, p. 8; ICL's Initial Comments, p. 10; ICIP's Initial Comments, p. 3

²⁴ ICL's Initial Comments, p. 9

²⁵ Staff's Initial Comments, p. 5; ICIP's Initial Comments, p. 4

²⁶ Staff's Initial Comments, p. 7; ICIP's Initial Comments, p. 4; Sierra Club's Initial Comments, p. 2; ICL's Initial Comments, p. 7; SRA's Initial Comments, p. 4

²⁷ Staff's Initial Comments, p. 8; ICL's Initial Comments, p. 9

²⁸ Staff's Initial Comments, p. 8; ICIP's Initial Comments, p. 4

²⁹ Staff's Initial Comments, p. 8; ICIP's Initial Comments, p. 4; ICL's Initial Comments, p. 5

³⁰ Staff's Initial Comments, p. 9; ICIP's Initial Comments, p. 5; Sierra Club's Initial Comments, p. 3

C. T&D Deferral Benefit

Commission Staff, Sierra Club, and SRA also discussed the concept that certain site locations for the array may defer or reduce the use of the transmission and/or distribution system; therefore, the benefit of such reductions should be included in the Solar Energy Credit.³²

IV. SETTLEMENT STIPULATION

After reviewing comments filed on August 31, 2016, and September 1, 2016, Parties (with the exception of IIPA) reconvened on September 9, 2016, to further discuss the possibility of settlement. As a result of this meeting, Parties reached an agreement-in-principle, which ultimately led to the filing of the signed Stipulation on September 26, 2016. The terms of the agreement as set forth in the proposed Stipulation represent a reasonable compromise among differing points of view. Concessions were made by each of the Parties to strike an appropriate balance between the interests of the Company, its customers, and the Settlement signators.

The proposed Stipulation modifies the Company's original request, as detailed in the June 22, 2016, Application, by providing: (1) the Subscription Fee, originally proposed at \$740, will be lowered to \$562 as a result of three adjustments which are discussed in more detail below, and (2) the Company will offer a 24-month option to residential customers who wish to pay for their Subscription Fee over time rather than upfront, as well as a "Bill Me Later" option that will provide for additional forms of upfront payment.

³¹ SRA's Initial Comments, p. 4; ICL's Initial Comments, p. 7

³² Staff's Initial Comments, p. 9; Sierra Club's Initial Comments, p. 3; SRA's Initial Comments, p. 4

A. Subscription Fee

Originally proposed to be \$740, the Subscription Fee will be lowered to \$562 to reflect three modifications: (1) a reduction reflecting the present value of the incremental difference between the DSM Alternate Costs and projected embedded energy costs, (2) a reduction reflecting the present value of the projected deferral of T&D investments for the 25-year life of the project, and (3) a reduction reflecting the removal of the cost of the smart inverter from the Subscription Fee calculation. Each of these adjustments (collectively the "Rate Base Amounts") and the underlying rationale is described in detail below.

1. Recognition of DSM Alternate Costs

As detailed in Section III above, the Commenting Parties collectively recommended that the Solar Energy Credit should reflect the DSM Alternate Costs. However, the Company believes that the embedded cost of energy rate is an important aspect of the original proposal because it aligns with actual energy-related costs included in base rates and acts as a hedge against future energy-related price changes for the 25-year term of the Program. In the spirit of settlement and to resolve this issue, the Parties agreed to reduce the Subscription Fee by the present value of the incremental difference between the DSM Alternate Costs and projected embedded energy costs over the life of the Program.

The Company believes this adjustment represents a reasonable compromise between holding non-participating customers harmless while providing reasonable compensation to Participants for their subscribed portion of the solar generation. While the Company initially proposed to allow Participants to offset the embedded energy

costs currently authorized for recovery through rates, the Stipulation effectively compensates Participants at a proxy for the *marginal* cost of energy, as determined by the DSM Alternate Cost methodology. This methodology is intended to recognize Idaho Power's economic dispatch of its resources by assuming that the generation provided by the solar facility will offset system costs based on the marginal resource in each hour, rather than at the average cost of all resources. The Company believes this methodology is appropriate for use in this pilot as it reflects a reasonable assumption of costs that may actually be offset by the generation of the solar facility.

Reducing the upfront cost, which was seen by the Commenting Parties as a significant barrier to participation, may also allow for increased participation in the Program. By providing the financial benefit associated with the difference between embedded energy costs and DSM Alternate Costs as a reduction in the upfront Subscription Fee, the stipulated methodology provides reasonable compensation to Participants while simultaneously addressing a primary concern of the Commenting Parties in this case.

Another key advantage to the stipulated compensation methodology is retaining the direct link between the per-kWh Solar Energy Credit and the level of energy-related costs embedded in all customers' rates. This link is important to Participants as it serves as a hedge to changes in electricity prices, i.e., when energy costs increase the Solar Energy Credit increases, with the opposite occurring when costs decrease. For non-participants, the connection between the Solar Energy Credit and retail rates is also important, as it ensures that over time Participants will be credited at a rate commensurate with what all customers pay through retail rates, thereby limiting the

potential for cost shifting between Participants and the Company's general body of customers.

2. T&D Deferral Adjustment

The second adjustment represents the present value of the projected deferral of T&D investments for the 25-year life of the project, as determined by the Company's recently completed study that was presented to the Energy Efficiency Advisory Group on August 30, 2016. This is an acceptable adjustment because regardless of the location of the subscribers, the community solar plant generation output would be consumed locally on the interconnected distribution feeder.³³ This adjustment utilizes the Company's analysis as the basis for estimating what costs, if any, are potentially avoided at the transmission and distribution level, and addresses the concerns voiced in initial comments regarding the absence of a T&D deferral in the Company's initial calculations. Given the modest level of the stipulated adjustment (a \$4,622 net impact to the overall cost of the project) and the use of Idaho Power's study as the basis for this adjustment, the Company believes the stipulated T&D deferral appropriately recognizes the potential T&D benefits offered by a solar facility without unduly compensating Participants at the expense of non-participating customers.

3. Smart Inverter Cost Removal

The third adjustment represents the removal of the cost of the smart inverter from the total project cost used to determine the Subscription Fee. Idaho Power agreed to this adjustment as it intends for this initial offering to be treated as a pilot and expects to gain experience controlling the smart inverter to the benefit of all customers. As detailed in the direct testimony of Company witness Dave Angell, the Company

³³ Idaho Power's Response to ICL's Request No. 14

specified the installation of a four quadrant remotely configurable inverter, also known as a smart inverter. By gaining experience in advance of the potential integration of additional solar facilities on the distribution system, the Company will possess the knowledge necessary to avoid the voltage management issues that other electric utilities have experienced due to increased solar adoption. The result of controlling the inverter and gaining this knowledge and experience will ultimately benefit all customers.³⁴

4. Rate Base Recovery and Customer Impact

The Parties agreed that Idaho Power should be allowed to include in rate base and collect 100 percent of the revenue requirement associated with the Rate Base Amounts, as detailed in Attachment 3 to the Stipulation. The Rate Base Amounts reflect a quantification of the various benefits that the community solar array will bring to the system to the benefit of all customers. If approved, the annual revenue requirement amounts, as detailed in Attachment 3 to the Stipulation, will be included as part of the Company's Power Cost Adjustment ("PCA") filing in April of each year until the Company resets its base rates in a future general rate case proceeding. Once the Rate Base Amounts associated with the Program have been incorporated into the Company's overall rate base through a general rate proceeding, the Company will remove associated amounts from its PCA rates and no longer include the related revenue requirement in subsequent PCA filings.

The Company believes the stipulated rate base methodology appropriately aligns cost recovery of the Program with the group of customers that stands to benefit from each component. Under this method, Participants will fund the majority of the Program

³⁴ Angell Direct Testimony, p. 13

cost through the Subscription Fee, with the exception of the three Rate Base Amounts detailed above. Recovery of the Rate Base Amounts from all of the Company's customers is appropriate because each of these items represents a benefit provided to the Company's overall electrical system; the use of the DSM Alternate Costs is intended to capture the energy-related costs avoided through the solar production, the T&D deferral adjustment is intended to capture the potential deferral of investment in the T&D system, and the removal of the smart inverter cost from the Subscription Fee recognizes that the knowledge and experience the Company will gain in using this equipment will benefit all customers. Through the stipulated methodology, the recovery of the three Rate Base Amounts from all customers is appropriate as the level of recovery is commensurate with the system benefits expected to be provided by the solar facility.

B. Monthly Fee Option

The Company originally proposed that customers would be required to pay a one-time upfront Subscription Fee to participate in the Program. The Company felt that the financial risk for non-participants and the Company would be too great under a monthly payment option if panels went unsubscribed throughout the life of the Program. Under a monthly payment option, if customers were to drop out of the Program prematurely, the remaining unpaid portion of the subscription would be borne by the Company and/or non-participating customers.³⁵ Under the Company's original proposal, this risk does not exist.

³⁵ Larkin Direct Testimony, p. 11

In response to the Commenting Parties' concerns regarding the lack of Subscription Fee payment options, the Company will now offer residential participants a 24-month fee option in addition to the upfront payment option detailed in its initial filing. The Company will also offer a "Bill Me Later" option that will allow Participants to pay the upfront Subscription Fee within 30 days of signing up through various payment options, further expanding the methods by which potential Participants can provide payment. In recognition of the costs associated with the offering of a monthly option, the Parties agreed that the 24-month fee option will include a carrying charge,³⁶ as well as an administration charge to reflect the costs of administering this monthly option, such as billing and other required customer service functions. In addition, the Parties agreed that if Participants elect to utilize the 24-month fee option and fail to complete all 24 payments or request an eligible subscription transfer, Idaho Power will utilize a waitlist if customer interest has exceeded the amount of available subscriptions. If the waitlist is exhausted and outstanding subscriptions still exist, an as-yet to be identified third-party will cover the unpaid amounts to Idaho Power in exchange for the corresponding subscription(s). If the Company's waitlist is exhausted and no third-party agrees to indemnify Idaho Power, the Parties agree that Idaho Power should be authorized to recover 100 percent of the unpaid subscription amounts in the next year's PCA. In this event, ownership of the associated subscriptions would remain with Idaho Power and the net power cost benefits would automatically flow through the PCA to the benefit of all customers.

³⁶ The carrying charge is set at the Company's current Allowance for Funds Used During Construction (AFUDC) rate. Settlement Stipulation, p. 5.

The addition of these payment options is intended to address the concerns voiced by the Commenting Parties regarding the ability to generate sufficient customer participation. The additional options provided under the stipulated methodology strike a balance between lowering hurdles for Participants while limiting the risk to the Company and non-participating customers associated with unsubscribed amounts. The Company believes that the risk mitigation terms contained in the Stipulation appropriately address the Company's concerns in offering a monthly payment option, and limit the potential for unsubscribed costs to flow through to the Company or its customers.

**V. SETTLEMENT IS FAIR, JUST, AND REASONABLE
AND IN THE PUBLIC INTEREST**

The Company believes that the proposed Stipulation is a reasonable resolution of the issues and is in the public interest. The Program is the direct result of some customers expressing their desire for additional choices when it comes to renewable energy. By offering access to community solar on a pilot basis, the Company hopes to expand the renewable energy options available to those customers that are interested in supporting solar energy. The issues identified by the Parties and resolved through the Stipulation make the Program more attractive and more economical to potential Participants while maintaining a Program structure that minimizes the potential impact to non-participating customers and Company shareholders.

The Company would like to acknowledge its appreciation for the willingness by the Commission Staff and other parties to consider and discuss the merits of the Company's Application and to reach mutually agreeable terms for the pilot Program.

For all of the reasons presented in these comments, Idaho Power urges the Commission to adopt the Stipulation submitted in this proceeding as filed, without modification, and to issue an order authorizing the terms of the Stipulation. The Company respectfully requests that the Commission issue an order in a timeframe that will allow the Company to launch its marketing campaign prior to the holiday season.

DATED at Boise, Idaho, this 18th day of October 2016.


LISA D. NORDSTROM
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 18th day of October 2016 I served a true and correct copy of IDAHO POWER COMPANY'S COMMENTS IN SUPPORT OF SETTLEMENT upon the following named parties by the method indicated below, and addressed to the following:

Commission Staff

Daphne Huang
Deputy Attorney General
Idaho Public Utilities Commission
472 West Washington (83702)
P.O. Box 83720
Boise, Idaho 83720-0074

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email daphne.huang@puc.idaho.gov

Idaho Conservation League

Benjamin J. Otto
Idaho Conservation League
710 North Sixth Street
Boise, Idaho 83702

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email botto@idahoconservation.org

Industrial Customers of Idaho Power

Peter J. Richardson
Gregory M. Adams
RICHARDSON ADAMS, PLLC
515 North 27th Street (83702)
P.O. Box 7218
Boise, Idaho 83707

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email peter@richardsonadams.com
greg@richardsonadams.com

Dr. Don Reading
6070 Hill Road
Boise, Idaho 83703

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email dreading@mindspring.com

Idaho Irrigation Pumpers Association, Inc.

Eric L. Olsen
ECHO HAWK & OLSEN, PLLC
505 Pershing Avenue, Suite 100
P.O. Box 6119
Pocatello, Idaho 83205

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email elo@echohawk.com

Anthony Yankel
12700 Blake Avenue, Unit 2505
Lakewood, Ohio 44107

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email tony@yankel.net

Snake River Alliance
Ken Miller, Energy Program Director
Snake River Alliance
223 North Sixth Street, Suite 317
P.O. Box 1731
Boise, Idaho 83701

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email kmiller@snakeriveralliance.org

Sierra Club
Zack Waterman
Director, Idaho Sierra Club
503 West Franklin Street
Boise, Idaho 83702

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email Zack.Waterman@sierraclub.org

Michael Heckler
3606 North Prospect Way
Garden City, Idaho 83714

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email Michael.P.Heckler@gmail.com

City of Boise City
Elizabeth A. Koeckeritz
Deputy City Attorney
Boise City Attorney's Office
150 North Capitol Boulevard
P.O. Box 500
Boise, Idaho 83701-0500

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email ekoeckeritz@cityofboise.org


Kimberly Towell, Executive Assistant