

RECEIVED

2012 JAN 31 AM 10: 20

IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE)
COMMISSION'S REVIEW OF PURPA) **CASE NO. GNR-E-11-03**
OF CONTRACT PROVISIONS)
INCLUDING THE SURROGATE) **Direct Testimony of Paul H. Clements**
AVOIDED RESOURCES (SAR) AND)
INTEGRATED RESOURCE)
PLANNING (IRP) METHODOLOGIES)
FOR CALCULATING PUBLISHED)
AVOIDED COST RATES)

ROCKY MOUNTAIN POWER

CASE NO. GNR-E-11-03

January 2012

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

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 Originator/Power Marketer for
5 PacifiCorp Energy. PacifiCorp Energy and Rocky Mountain Power are divisions
6 of PacifiCorp (hereinafter referred to as the “Company” or “Rocky Mountain
7 Power”).

8 **Q. How long have you been in your present position?**

9 A. I have been in my present position since December 2004.

10 **Q. Please describe your education and business experience.**

11 A. I have a B.S. in Business Management from Brigham Young University. I have
12 been employed with PacifiCorp since 2004 as an originator/power marketer
13 responsible for negotiating qualifying facility contracts, negotiating interruptible
14 retail special contracts, and managing wholesale or market-based energy and
15 capacity contracts with other utilities and power marketers. I also worked in the
16 merchant energy sector for approximately six years in pricing and structuring,
17 origination, and trading roles for Duke Energy and Illinova.

18 **Purpose and Summary of Testimony**

19 **Q. What is the purpose of your testimony?**

20 A. I present the Company’s recent experience with Non-Standard Qualifying Facility
21 (“QF”) contracts. Non-Standard QFs are projects that do not qualify for published
22 rates. In addition, I propose a new tariff Schedule 38, provided as Exhibit No.
23 202, to govern the Non-Standard QF contracting procedures in Idaho going

1 forward and I will explain the provisions of this new tariff. Lastly, I provide
2 comments on Environmental Attribute ownership as it pertains to QFs.

3 **Q. Please summarize your testimony.**

4 A. The Company has, over the past five years, received five requests for indicative
5 pricing for projects that do not qualify for published rates for qualifying facilities.
6 The Company used the IRP methodology, as established in IPC-E-95-9, to
7 calculate indicative avoided costs in response to the requests. Rocky Mountain
8 Power witness Ms. Kelcey Brown provides an overview of the methodology and
9 the Company's proposal for continued use of the IRP methodology. The IRP
10 methodology along with the contracting procedures contained in the proposed
11 tariff Schedule 38 will provide fair pricing and contracting processes for Non-
12 Standard QFs in Idaho and will render existing retail customers indifferent as to
13 whether energy is purchased from QFs or supplied by Rocky Mountain Power
14 from other sources in the future. Regarding Environmental Attribute ownership,
15 the Company's position is that the Company owns all Environmental Attributes
16 generated by QFs.

17 **Proposed Tariff Schedule 38**

18 **Q. Please explain why the Company is proposing tariff Schedule 38.**

19 A. Tariff Schedule 38 is a new tariff for Non-Standard QF projects that will provide
20 the steps and timeframe that both the Company and a proposed Non-Standard QF
21 work through to determine indicative or estimated avoided cost prices for a
22 proposed QF project. The tariff will facilitate communication between the
23 Company and potential QFs as they work through the negotiation process. The

1 tariff clearly identifies the information required from the QF and the timeline in
2 which the QF will receive indicative pricing. The tariff codifies in Idaho the
3 process that Rocky Mountain Power formally uses in Utah and Wyoming and has
4 informally been using in Idaho for several years. Through experience in
5 implementing the process in other states, the Company believes the formal
6 process proposed in Schedule 38 is an efficient and productive process for both
7 the Company and potential QFs.

8 **Q. Does the Company have a formal Non-Standard QF negotiation procedure in**
9 **other jurisdictions?**

10 A. Yes. The Company's Schedule 38 Non-Standard QF contract negotiation process
11 is in place in Utah,¹ Oregon and Wyoming.

12 **Q. Please explain the proposed tariff Schedule 38.**

13 A. Schedule 38 – Avoided Cost Purchases from Non-Standard Qualifying Facilities,
14 is based on the output of a work-group that was established in 2002 in Utah
15 Docket 02-035-T11 addressing issues similar to those being addressed in Case
16 No. GNR-E-11-03 in Idaho. The work group included many parties with similar
17 interests to those in this Case, who participated in the development and
18 negotiation of the procedures in this tariff. The general purpose of Schedule 38 is
19 to provide the steps and timeframe that both the Company and a proposed QF
20 work through to determine indicative avoided cost pricing for a proposed QF
21 project. The tariff clearly lays out the information the Company requires be
22 provided by the developer in order for the Company to prepare indicative prices

¹ As an example the Utah tariff can be found at the following internet address:
http://www.rockymountainpower.net/content/dam/rocky_mountain_power/doc/About_Us/Rates_and_Regulation/Utah/Approved_Tariffs/Rate_Schedules/Avoided_Cost_Purchases_from_Qualifying_Facilities.pdf.

1 for a proposed QF project.

2 Even a developer of a QF project in the conceptual stage should have most
3 of the information collected and available to provide to the Company because the
4 information required in Schedule 38 is necessary for the design, development,
5 financing, and construction of the QF project. As outlined by the procedure, QF
6 projects that provide the required details regarding their projects upfront have a
7 much lower probability of experiencing a delay in the development of indicative
8 prices. The Company works very closely with the QF in this initial step by
9 completing due diligence and feedback on the information. Once the information
10 is agreed to by both parties, the Company completes its pricing step. As outlined
11 by the tariff, the parties then follow the timelines and process for completing
12 negotiation of a Power Purchase Agreement (“PPA”). The timeline for the various
13 steps in the process is as follows:

- 14 1. Indicative pricing is provided within 30 days following receipt of all
15 required information.
- 16 2. A draft PPA is provided within 45 days following receipt of all
17 required additional information after indicative pricing has been
18 provided.
- 19 3. A final PPA is provided within 45 days of agreement by both parties
20 on all material terms in the PPA.
- 21 4. Counterparties must wait 60 days after one party gives notice that the
22 parties are unable to reach agreement on a final PPA before filing a

1 complaint with the Commission on any specific contract terms not
2 agreed upon.

3 **Q. What contract terms and conditions will be included by the Company in a**
4 **PPA that is provided as part of the Schedule 38 process?**

5 A. The terms and conditions of the QF PPA will be similar to those terms and
6 conditions obtained from recent similarly-sized QFs and third party PPAs and will
7 also take into account the terms and conditions established by the Commission in
8 Case No. GNR-E-11-01.

9 **Q. How does the proposed Idaho Schedule 38 compare to the current Wyoming**
10 **and Utah Schedules 38?**

11 A. The proposed Idaho Schedule 38 is similar to the Wyoming Schedule 38. Rocky
12 Mountain Power established the Wyoming Schedule 38 in late 2011 and it reflects
13 the most up-to-date process that has been refined through experience to provide
14 the most efficient process for communication between the QF and the Company.
15 The Utah Schedule 38 has been in place for several years and is slightly different
16 than the Wyoming Schedule 38 and the proposed Idaho Schedule 38. The
17 proposed Idaho Schedule 38 provides 45 days for delivery of the draft PPA, the
18 Utah Schedule 38 provides 30 days. The proposed Idaho Schedule 38 also
19 establishes a 45 day timeline for delivery of a final PPA, the Utah Schedule 38
20 does not provide a timeline for delivery of a final PPA. Finally, the proposed
21 Idaho Schedule 38 establishes a 60 day waiting period before a complaint with the
22 Commission on contract terms can be filed, the Utah Schedule 38 does not
23 address Commission complaint filings.

1 **Q. Has Schedule 38 worked as it was intended in the other states where it has**
2 **been implemented?**

3 A. Yes. Schedule 38 has provided a framework under which the QF developer knows
4 what is required in order to obtain indicative pricing. Even in other states where
5 there is no formal Schedule 38, the Company uses this schedule as a general road
6 map with the developer who is proposing a Non-Standard QF. It provides the QF
7 developer a clear understanding on what is needed to secure indicative prices
8 from the Company. If they wish to proceed with the project or renew their
9 contract, the tariff establishes a procedure that both parties follow throughout the
10 contract negotiations. To work effectively, Schedule 38 requires specific and
11 detailed information from the QF regarding their proposed project. A QF
12 developer that comes to the Company with vague requests or insufficient details
13 will go through a series of due diligence meetings until all data is agreed to by
14 both parties. The Company is not in a position to provide indicative pricing
15 without sufficient and clear project details. Once the prices are prepared and
16 accepted by the QF, there is a set timeframe for the Company to provide an initial
17 draft PPA for contract negotiations. The QF knows and understands the steps and
18 timeframe to complete a power purchase agreement.

19 **Q. Have you provided as an exhibit a proposed Schedule 38 for Idaho?**

20 A. Yes. Exhibit No. 202 is the Company's proposed Schedule 38 for Idaho.

21 **Environmental Attribute Ownership**

22 **Q. What is an Environmental Attribute?**

23 A. The "Environmental Attribute" of electricity generation is a collection of the

1 environmental and other positive, non-energy attributes of renewable generation.
2 Environmental Attributes include not only the avoided emissions characteristics
3 and the proof of generation of renewable energy, but also the right to make a
4 claim with respect to that energy; specifically, the exclusive right to claim to have
5 performed the social and environmental good of generating renewable, as
6 opposed to fossil fuel, energy. A key value of energy from renewable resources
7 being purchased is the "renewableness" of the energy. The Environmental
8 Attributes of the energy that give it the unique characteristic of being "renewable"
9 can be separated from the energy itself and traded by defining what is called a
10 "green tag," "renewable energy certificate," "renewable energy credit," "green
11 attribute," or "tradable renewable energy credits."

12 **Q. Why are you providing testimony on the issue of Environmental Attribute**
13 **ownership as it pertains to QFs?**

14 A. The Company understands that the Commission may elect to address
15 environmental attribute ownership in conjunction with this Case.

16 **Q. What is Rocky Mountain Power's recommendation on Environment**
17 **Attribute ownership as it pertains to Environmental Attributes generated by**
18 **QFs?**

19 A. Environmental Attributes generated by a QF project should go to the utility
20 whenever that QF sells energy to the utility and receives compensation for that
21 energy at approved avoided cost rates.

22 **Q. How is the Company's recommendation supported by the intent of PURPA?**

23 A. Section 210 of PURPA requires utilities to buy power from generation fueled by

1 specific resources (biomass, solar, wind, waste, and geothermal) or in specific
2 configurations (e.g., cogeneration). If those generators were not powered by those
3 specific resources, the utilities would not be required to purchase that energy
4 under PURPA. Furthermore, the meters between the QF and the utility's system
5 have always shown the energy from that renewable resource flowing to the utility.

6 **Q. Does Rocky Mountain contend it could be paying above avoided cost for**
7 **Environmental Attributes if it were required to pay a QF separately for such**
8 **Environmental Attributes?**

9 A. Yes. It is the Company's position that if Rocky Mountain Power were to pay a QF
10 separately for the Environmental Attribute, Rocky Mountain Power and its
11 customers would in effect be paying twice for that attribute and thus pay above
12 avoided cost.

13 **Q. Please further explain your position.**

14 A. PURPA contains no requirement that a purchasing utility pay twice for what it has
15 already bought. PURPA requires that utilities purchase from QFs, and QFs are
16 afforded that designation because of fuel use or efficiency criteria. A utility must
17 purchase from a QF that is also an eligible renewable energy resource because of
18 the generation's Environmental Attributes. Without these characteristics, the
19 generator would not be able to require the utility to purchase its energy at all. In
20 other words, it is only by virtue of the existence of the Environmental Attributes
21 that facilities are deemed QFs and utilities become obligated to purchase their
22 power. In the case of eligible renewable energy resource QFs, these
23 Environmental Attributes are the essence of the requirements to purchase the

1 output, and is therefore part of what the utility is buying with the payment of
2 avoided costs. If Rocky Mountain Power does not get the QF Environmental
3 Attribute, it is not receiving the very characteristic that enabled the facility to
4 achieve its QF status, and which thereby triggered the utility's obligation to
5 purchase the output from the facility.

6 **Q. If the utility is in fact buying energy from a differentiated renewable**
7 **resource, can that resource truly sell its Environmental Attributes to third**
8 **parties?**

9 A. Although some QFs do purport to sell Environmental Attributes to third parties,
10 any such sale is defective for the following reasons:

11 (1) a core aspect of the Environmental Attributes is the exclusive right to
12 claim to have purchased generation from a particular renewable resource
13 generating facility;

14 (2) pursuant to a QF contract, the utility agrees to buy energy from a
15 particular renewable resource generating facility (as opposed to
16 undifferentiated energy in bulk at a market delivery point); and

17 (3) since the utility is buying the energy from that particular facility, no
18 one else can truthfully claim to be doing so.

19 Irrespective of PURPA, double-counting of renewable generation is false
20 advertising at best and fraud at worst. Simply because one attribute of what has
21 always been sold pursuant to PURPA contracts subsequently acquires a separate
22 market value does not mean that particular attribute now warrants separate
23 compensation, just as it does not mean that the attribute has been, or is being,

1 transferred without consideration. A purchasing utility under a QF contract is not
2 buying undifferentiated energy from the grid; it is buying energy that is very
3 particularly differentiated to such an extent that the utility is required by law to
4 buy it at the special price known as “avoided cost”. Under PURPA, the utility has
5 the obligation of purchasing energy from a differentiated resource at the utility’s
6 avoided cost. Absent utility ownership of all the differentiated resource’s
7 attributes, the utility is paying higher than its true avoided cost.

8 **Q. What conclusion can you draw from your analysis of the intent of PURPA**
9 **and how it applies to the issue of Environmental Attribute ownership in QF**
10 **contracts?**

11 A. In terms of PURPA, any power purchase agreement securing power from an
12 eligible renewable energy resource should therefore credit the associated
13 Environmental Attributes to the purchasing utility.

14 **Q. Does this conclude your direct testimony?**

15 A. Yes.

Case No. GNR-E-11-03
Exhibit No. 202
Witness: Paul H. Clements

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

ROCKY MOUNTAIN POWER

Exhibit Accompanying Direct Testimony of Paul H. Clements

January 2012

ROCKY MOUNTAIN POWER
ELECTRIC SERVICE SCHEDULE NO. 38

STATE OF IDAHO

Avoided Cost Purchases from Non-Standard Qualifying Facilities

Available

To owners of Qualifying Facilities ("QF") in all territory served by the Company in the State of Idaho.

Applicable

To owners of existing or proposed QFs who desire to make sales to the Company and who: (1) have a design capacity greater than 1,000 kW and a historic or projected annual capacity factor of seventy percent or below, or (2) have an average monthly capacity and associated energy of greater than 10,000 kW and a historic or projected annual capacity factor of greater than seventy percent. Such owners shall be required to enter into written power purchase and interconnection agreements with the Company pursuant to the procedures set forth below. Additional or different requirements may apply to Idaho QFs seeking to make sales to third-parties or out-of-system QFs seeking to wheel power to Idaho for sale to the Company.

I. Process For Negotiating Power Purchase Agreements

A. Communications

Unless otherwise directed by the Company, all communications to the Company regarding QF power purchase agreements shall be directed in writing, by mail, as follows:

Rocky Mountain Power
Manager - QF Contracts
825 NE Multnomah St, Suite 600
Portland, Oregon 97232

Any requirement for written notice in this tariff shall be via mail unless the parties agree by mutual consent to an alternative form. The Company shall respond to all such communications in a timely manner as more fully described below.

(Continued)

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

I. A. Communications (continued)

If the Company is unable to respond on the basis of incomplete or missing information from the QF owner, the Company shall indicate what additional information is required. Thereafter, the Company shall respond in a timely manner following receipt of all required information as more fully described below.

B. Procedures

1. Examples of the Company's typical generic power purchase agreement may be obtained from the Company's website at www.pacificorp.com, or if the owner is unable to obtain it from the website, the Company shall send a copy via mail within seven calendar days of a written request directed to the address in Part I. A.
2. To obtain an indicative pricing proposal with respect to a proposed Project, the owner shall provide in writing to the Company, general project information reasonably required for the development of indicative pricing. A Project is defined as an existing or proposed QF that desires to make sales to the Company and that can satisfy the requirements of Schedule 38. General project information shall include, but not be limited to:
 - a) generation technology and other related technology applicable to the site;
 - b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system;
 - c) quantity and timing of monthly power deliveries (including Project ability to respond to dispatch orders from the Company);
 - d) proposed site location and electrical interconnection point;
 - e) proposed on-line date (date on which deliveries of energy will commence) and outstanding permitting requirements;
 - f) demonstration of ability to obtain QF status;
 - g) fuel type(s) and source(s);
 - h) plans for fuel and transportation agreements, including plans for what party or parties will pay transmission costs;
 - i) proposed contract term and pricing provisions (i.e., fixed, escalating, indexed); and,
 - j) status of interconnection arrangements.

(Continued)

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

I. B. Procedures (continued)

3. The Company shall not be obligated to provide an indicative pricing proposal until all information described in Paragraph 2 has been received in writing from the QF owner. Within 30 calendar days following receipt of all information required in Paragraph 2, the Company shall provide the owner with an indicative pricing proposal, which may include other indicative terms and conditions, tailored to the individual characteristics of the proposed Project. Such proposal may be used by the owner to make determinations regarding Project planning, financing and feasibility. However, such prices are merely indicative and are not final and binding. Prices and other terms and conditions are only final and binding to the extent contained in a power purchase agreement executed by both parties and accepted for filing by the Idaho Public Utilities Commission. Upon request, the Company shall provide with the indicative prices a description of the methodology used to develop the prices.
4. If the owner desires to proceed with the Project after reviewing the Company's indicative proposal, it shall request in writing that the Company prepare a draft power purchase agreement to serve as the basis for negotiations between the parties. In connection with such request, the owner shall provide the Company with any additional Project information that the Company reasonably determines to be necessary for the preparation of a draft power purchase agreement, which may include, but shall not be limited to:
 - a) updated information of the categories described in Paragraph B.2;
 - b) evidence of adequate control of proposed site;
 - c) identification of, and timelines for obtaining any necessary governmental permits, approvals or authorizations;
 - d) assurance of fuel supply or motive force;
 - e) anticipated timelines for completion of key Project milestones; and,
 - f) evidence that any necessary interconnection studies have been completed and assurance that the necessary interconnection arrangements are being made in accordance with Part II.

(Continued)

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

I. B. Procedures (continued)

5. The Company shall not be obligated to provide the owner with a draft power purchase agreement until all information required pursuant to Paragraph 4 has been received by the Company in writing. Within 45 calendar days following receipt of all information required pursuant to Paragraph 4, the Company shall provide the owner with a draft power purchase agreement containing a comprehensive set of proposed terms and conditions, including a specific pricing proposal for purchases from the Project. Such draft shall serve as the basis for subsequent negotiations between the parties and, unless clearly indicated, shall not be construed as a binding proposal by the Company.
6. After reviewing the draft power purchase agreement, the owner shall prepare an initial set of written comments and proposals regarding the draft power purchase agreement and shall provide such comments and proposals, or notice that it has none, to the Company. The Company shall not be obligated to commence negotiations with a QF owner until the Company has received an initial set of written comments and proposals from the QF owner. Following the Company's receipt of such comments and proposals, the owner shall contact the Company to schedule contract negotiations at such times and places as are mutually agreeable to the parties. In connection with such negotiations, the Company:
 - a) shall not unreasonably delay negotiations and shall respond in good faith to any additions, deletions or modifications to the draft power purchase agreement that are proposed by the owner;
 - b) may request to visit the site of the proposed Project if such a visit has not previously occurred;
 - c) shall update its pricing proposals at appropriate intervals to accommodate any changes to the Company's avoided-cost calculations, the proposed Project or proposed terms of the draft power purchase agreement;
 - d) may request any additional information from the owner necessary to finalize the terms of the power purchase agreement and satisfy the Company's due diligence with respect to the Project; and,
 - e) shall resolve disputes related to power purchase agreement terms consistent with Part III of this tariff.

(Continued)

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

I. B. Procedures (continued)

7. When both parties are in full agreement as to all terms and conditions of the draft power purchase agreement, the Company shall prepare and forward to the owner within 45 calendar days a final, executable version of the agreement. The Company reserves the right to condition execution of the power purchase agreement upon simultaneous execution of an interconnection agreement between the owner and the Company's power delivery function, as discussed in Part II. Prices and other terms and conditions in the power purchase agreement shall not be final and binding until the power purchase agreement has been executed by both parties and the Idaho Public Utilities Commission accepts the agreement for filing.

II. Process for Negotiating Interconnection Agreements

In addition to negotiating a power purchase agreement, QFs intending to make sales to the Company are also required to enter into an interconnection agreement that governs the physical interconnection of the Project to the Company's transmission or distribution system. The Company's obligation to make purchases from a QF is conditioned upon the consummation of all necessary interconnection arrangements.

It is recommended that the owner initiate its request for interconnection as early in the planning process as possible, to ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

Because of functional separation requirements mandated by the Federal Energy Regulatory Commission, interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's power delivery function.

(Continued)

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

II. A. Communications

Initial communications regarding interconnection agreements should be directed to the Company in writing as follows:

PacifiCorp Transmission
Transmission Account Management
825 NE Multnomah St, Suite 1600
Portland, Oregon 97232

Based on the Project size and other characteristics, the Company shall direct the QF owner to the appropriate individual within the Company's power delivery function responsible for negotiating the interconnection agreement with the QF owner. Thereafter, the QF owner should direct all communications regarding interconnection agreements to the designated individual, with a copy of any written communications to the address set forth above.

B. Procedures

Generally, the interconnection process involves (1) initiating a request for interconnection, (2) completion of studies to determine the system impacts associated with the interconnection and the design, cost, and schedules for constructing any necessary interconnection facilities, (3) execution of an Interconnection Facilities Agreement to address facility construction, testing and acceptance, and (4) execution of an Interconnection Operation and Maintenance Agreement to address ownership and operation and maintenance issues.

For interconnections impacting the Company's Transmission System, the Company shall process the interconnection application through PacifiCorp Transmission Services following the procedures for studying the generation interconnection described in the latest version of the Company's Open Access Transmission Tariff, PacifiCorp FERC Electric Tariff, Volume No. 11 Pro Forma Open Access Transmission Tariff (OATT) on file with the Federal Energy Regulatory Commission. A copy of the OATT is available on-line at:
<http://www.oasis.pacificorp.com>

For interconnections impacting the Company's Distribution System only, the Company will process the interconnection application through the Manager – QF Contracts at the address shown in Part I. A.

(Continued)

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

III. Process for Filing a Complaint with the Commission on Contract Terms

Before filing a complaint with the Idaho Public Utilities Commission on any specific power purchase agreement term not agreed upon between the counterparty and the Company, a counterparty must wait 60 calendar days from the date it notifies the Company in writing that it cannot reach agreement on a specific term. This includes but is not limited to any disputes that are not resolved through the procedures set forth in Part I. B. 6.

Idaho Public Utilities Commission

January 31, 2012

Page 2

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

Sincerely,

Handwritten signature of Jeffrey K. Larsen in cursive script, followed by a forward slash and the letters 'ca'.

Jeffrey K. Larsen
Vice President, Regulation

Cc: GNR-E-11-03 Service List

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of January, 2012, I caused to be served, via E-mail, a true and correct copy of Rocky Mountain Power's Testimony & Exhibits in Case No. GNR-E-11-03 to the following:

Donovan E. Walker
Lisa D. Nordstrom
Idaho Power Company
PO Box 70
Boise, ID 83707-0070
E-mail: dwalker@idahopower.com
lnordstrom@idahopower.com

Daniel Solander
PacifiCorp dba Rocky Mountain Power
201 S. Main St., Suite 2300
Salt Lake City, UT 84111
E-mail: daniel.solander@pacificorp.com

Donald L. Howell, II
Kristine A. Sasser
Deputy Attorneys General
Idaho Public Utilities Commission
472 W. Washington
PO Box 83720
Boise, ID 83720-0074
E-mail: don.howell@puc.idaho.gov
kris.sasser@puc.idaho.gov

Robert D. Kahn
Northwest and Intermountain Power
Producers Coalition
1117 Minor Ave., Suite 300
Seattle, WA 98101
E-mail: rkahn@nippc.org

Robert A. Paul
Grand View Solar II
15690 Vista Circle
Desert Hot Springs, CA 92241
E-mail: robertapaul08@gmail.com

Michael G. Andrea
Avista Corporation
1411 E. Mission Ave.
Spokane, WA 99202
E-mail: michael.andrea@avistacorp.com

Ken Kaufmann (E-mail Only)
Lovinger Kaufmann, LLP
825 NE Multnomah, Suite 925
Portland, OR 97232
E-mail: Kaufmann@lklaw.com

Peter J. Richardson
Gregory M. Adams
Richardson & O' Leary, PLLC
PO Box 7218
Boise, ID 83702
E-mail: peter@richardsonandoleary.com
greg@richardsonandoleary.com

Don Sturtevant
Energy Director
J.R. Simplot Company
PO Box 27
Boise, ID 83707-0027
E-mail: don.sturtevant@simplot.com

James Carkulis
Managing Member
Exergy Development Group of Idaho, LLC
802 W. Bannock St., Suite 1200
Boise, ID 83702
E-mail: jcarkulis@exergydevelopment.com

Ronald L. Williams
Williams Bradbury, P.C.
1015 W. Hays St.
Boise ID, 83702
E-mail: ron@williamsbradbury.com

John R. Lowe
Consultant to Renewable Energy Coalition
12050 SW Tremont St.
Portland, OR 97225
E-mail: jravenesanmarcos@yahoo.com

Bill Piske, Manager
Interconnect Solar Development, LLC
1303 E. Carter
Boise, ID 83706
E-mail: billpiske@cableone.net

Benjamin J. Otto
Idaho Conservation League
710 N. Sixth Street (83702)
PO Box 844
Boise, ID 83701
E-mail: botto@idahoconservation.org

Shelley M. Davis
Barker Rosholt & Simpson, LLP
1010 W. Jefferson St. (83702)
PO Box 2139
Boise, ID 83701
E-mail: smd@idahowaters.com

Ted Diehl
General Manager
North Side Canal Company
921 N. Lincoln St.
Jerome, ID 83338
E-mail: nscanal@cableone.net

Ted S. Sorenson, P.E.
Birch Power Company
5203 South 11th East
Idaho Falls, ID 83404
E-mail: ted@tsorenson.net

Thomas H. Nelson
Attorney
PO Box 1211
Welches, OR 97067- 1211
E-mail: nelson@thnelson.com

R. Greg Ferney
Mimura Law Offices, PLLC
2176 E. Franklin Rd., Suite 120
Meridian, ID 83642
E-mail: greg@mimuralaw.com

Dean J. Miller
McDevitt & Miller, LLP
PO Box 2564
Boise, ID 83701
E-mail: joe@mcdevitt-miller.com

Wade Thomas
General Counsel
Dynamis Energy, LLC
776 W. Riverside Dr., Suite 15
Eagle, ID 83616
E-mail: wthomas@dynamisenergy.com

Brian Olmstead
General Manager
Twin Falls Canal Company
PO Box 326
Twin Falls, ID 83303
E-mail: olmstead@tfcanal.com

Bill Brown, Chair
Board of Commissioners
of Adams County, ID
PO Box 48
Council, ID 83612
E-mail: bdbrown@frontiernet.net

Glenn Ikemoto
Margaret Rueger
Idaho Windfarms, LLC
672 Blair Avenue
Piedmont, CA 94611
E-mail: glenni@envisionwind.com
Margaret@envisionwind.com

M.J. Humphries
Blue Ribbon Energy LLC
4515 S. Ammon Road
Ammon, ID 83406
E-mail: blueribbonenergy@gmail.com

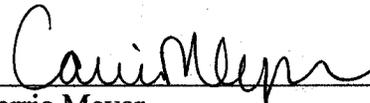
Gary Seifert
Kurt Myers
Idaho National Laboratory
Conventional Renewable Energy Group
2525 Fremont Ave
Idaho Falls, ID 83415-3810
E-mail: gary.seifert@inl.gov
Kurt.myers@inl.gov

Megan Walseth Decker
Senior Staff Counsel
Renewable Northwest Project
917 SW Oak Street, Suite 303
Portland, OR 97205
E-mail: megan@rnp.org

Arron F. Jepson
Blue Ribbon Energy LLC
10660 South 540 East
Sandy, UT 84070
E-mail: arronesq@aol.com

Ken Miller
Snake River Alliance
PO Box 1731
Boise, ID 83701
E-mail: kmiller@snakeriveralliance.org

Marv Lewallen
Clearwater Paper Corporation
601 W. Riverside Ave., Suite 1100
Spokane, WA 99201
Marv.lewallen@clearwaterpaper.com



Carrie Meyer
Coordinator, Administrative Services