



RECEIVED

2013 APR -2 PM 4:13

IDAHO PUBLIC
UTILITIES COMMISSION

JULIA A. HILTON
Corporate Counsel
jhilton@idahopower.com

April 2, 2013

VIA HAND DELIVERY

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

Re: Case No. IPC-E-11-15
Grand View PV Solar Two, LLC, vs. Idaho Power Company – Idaho Power
Company's Answer to Grand View's Motion for Declaratory Order

Dear Ms. Jewell:

Enclosed for filing in the above matter are an original and seven (7) copies of
Idaho Power Company's Answer to Grand View's Motion for Declaratory Order.

Very truly yours,

Julia A. Hilton

JAH:evp
Enclosures

DONOVAN E. WALKER (ISB No. 5921)
JULIA A. HILTON (ISB No. 7740)
Idaho Power Company
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
Telephone: (208) 388-5317
Facsimile: (208) 388-6936
dwalker@idahopower.com
jhilton@idahopower.com

Attorneys for Idaho Power Company

RECEIVED
2013 APR -2 PM 4: 13
IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

GRAND VIEW PV SOLAR TWO, LLC,)	
)	CASE NO. IPC-E-11-15
Complainant,)	
)	IDAHO POWER COMPANY'S
vs.)	ANSWER TO GRAND VIEW'S
)	MOTION FOR DECLARATORY
IDAHO POWER COMPANY,)	ORDER
)	
Respondent.)	
)	

COMES NOW, Idaho Power Company ("Idaho Power") by and through its attorneys of record, respectfully objects to the Complainant, Grand View PV Solar Two, LLC's ("Grand View"), Motion for a Declaratory Order requesting the Commission find a legally enforceable obligation exists. Grand View has failed to establish facts that demonstrate that it is entitled to a legally enforceable obligation.

I. BACKGROUND

On August 11, 2011, Grand View filed a Complaint against Idaho Power requesting that the Commission issue a declaratory judgment that it is entitled to a 20-

year, long-term, fixed-rate Public Utility Regulatory Policies Act of 1978 ("PURPA") Energy Sales Agreement ("ESA") in which Idaho Power would explicitly disclaim any ownership of environmental attributes, or Renewable Energy Certificates ("REC"), associated with the purchase of that energy. Complaint ¶¶ 2. The focus of Grand View's Complaint was a request that the Commission require Idaho Power to insert language into its PURPA ESA "to the effect that Idaho Power makes no claim to REC ownership." Complaint ¶¶ 6. Grand View also demanded a declaration that Idaho Power is in violation of PURPA, Federal Energy Regulatory Commission's ("FERC") implementing regulation, and the Commission's orders for failing to do so. *Id.*

Idaho Power filed its Answer to the Complaint on September 6, 2011, stating that neither PURPA nor Idaho's implementation of PURPA requires it to disclaim any possible legal claim it may have to RECs associated with its purchase of power from a Qualifying Facility ("QF"). Answer at p 2. Avista Corporation ("Avista") filed a Petition to Intervene on September 9, 2011, which was granted in Order No. 32362 on September 22, 2011.

Grand View's Complaint followed several months of negotiations between Idaho Power and Grand View, during which Idaho Power proposed several different alternatives to settle the disagreement on the issue of REC ownership. The initial language proposed by Idaho Power stated that ownership of RECs would be "governed by any and all applicable Federal or State laws and/or any regulatory body or agency deemed to have authority to regulate [them]." Paul Aff., Exh. 2 March 2011 ESA Draft § 8.1. Grand View opposed the inclusion of this language.

In response, Idaho Power suggested that the parties split REC ownership on a

50-50 basis. Idaho Power also proposed dividing the RECs, with Grand View receiving RECs for the first 10 years of the ESA and Idaho Power receiving RECs for the last 10 years of the ESA. Complaint ¶¶ 11, 12; Idaho Power Answer ¶¶ 11, 12. Grand View rejected both of these proposals. Grand View then proposed and Idaho Power agreed to submit a signed ESA to the Commission, obligating both parties to all other terms, which would allow both parties to argue for or against inclusion of the REC clause and be bound by the decision of the Commission. Idaho Power Answer ¶ 14; Idaho Power Answer to Amended Complaint ¶ 2, Att. No. 1 July 10, 2011, email chain between Idaho Power and Grand View ("July 2011 Email"). Instead, Grand View refused to sign the ESA containing its proposed language. First Amendment to Formal Complaint ¶ 32; Idaho Power Answer to Amended Complaint ¶ 3.

Grand View filed a Motion for Summary Judgment on November 29, 2011, ("Summary Judgment Motion"), requesting that the Commission issue a declaratory order requiring Idaho Power to disclaim ownership of all environmental attributes in the PURPA ESA with Grand View. Summary Judgment Motion at 36. Grand View also asked the Commission to declare that it was entitled to the rates in effect at the date of the filing of the Complaint. *Id.* Idaho Power and Avista filed answers opposing Grand View's Summary Judgment Motion on December 13 and 12, 2011, respectively.

While the parties were awaiting a Commission response on Grand View's Summary Judgment Motion, Grand View filed its First Amendment to Formal Complaint ("Amended Complaint"), alleging the Idaho Power submitted to it a new draft ESA on December 2, 2011, containing "rates and terms and conditions not in the originally tendered contract." Amended Complaint ¶ 34. Grand View requested that the

Commission compel Idaho Power to execute the March 2011 draft ESA with language disclaiming ownership of the RECs. Amended Complaint at p 3. Idaho Power filed its Answer to the Amended Complaint on January 25, 2012, admitting that Idaho Power sent Grand View a draft ESA containing current avoided cost rates. Idaho Power Answer to Amended Complaint ¶ 5-6.

On June 21, 2012, the Commission denied Grand View's Summary Judgment Motion, holding that "it cannot find as a matter of law that ownership of RECs vests solely in Grand View." Order No. 32580 at 13. The Commission further stated that the language proposed by Idaho Power was not a taking under either the Idaho or U.S. Constitutions, and that it did "not definitively confer REC ownership on either Grand View or Idaho Power. It merely states that REC ownership will be governed by applicable law at the time the contract is executed and approved." Order No. 32580 at 14-15.

On July 10, 2012, Grand View filed a Petition for Clarification of Order No. 32580 ("Petition for Clarification"), asking the Commission to require that Idaho Power modify the section governing RECs to state that such RECs would be "governed by the applicable state law *at the time the contract is executed and approved.*" Petition for Clarification at 1 (emphasis in original). Grand View argues that the phrase "executed and approved" should mean when a legally enforceable obligation is incurred. Petition for Clarification at 7-8. The Petition for Clarification also seeks a Commission finding that the avoided cost rates do not compensate the QF for more than energy and capacity and that Idaho law does not require conveyance of RECs to a utility without payment. *Id.* at 8-12.

Idaho Power filed an Answer to the Petition for Clarification on July 30, 2012, (“Answer to Clarification”). Idaho Power’s Answer to Clarification asserts that the Commission’s finding on the REC clause was clear and unambiguous and no modification was necessary. Answer to Clarification at 7. The Commission’s Order found that the proposed language neither violated nor was preempted by PURPA. Idaho Power’s Answer to Clarification also pointed out that Grand View’s Petition for Clarification sought to expand the issues, introducing into the case a factual argument regarding legally enforceable obligations. *Id.* at 8-10.

On March 19, 2013, Grand View filed a Motion for a Declaratory Order (“Motion”). Although Grand View intimates that the issue of a possible legally enforceable obligation has always been present in this case, Grand View’s Motion squarely addresses the issue for the first time in this case. In order to allow it to obtain the higher rates in place at the time, Grand View now argues that a legally enforceable obligation was created between Idaho Power and Grand View on March 10, 2011, or no later than August 2, 2011. Grand View’s Motion also misstates Order No. 32580 asserting that the ESA should “remain silent as to REC ownership in the contract pursuant to the Commission’s ruling in Order No. 32580.” Motion at 7.

Idaho Power now timely files its Answer to Grand View’s Motion.

II. ARGUMENT

A legally enforceable obligation cannot be created when a QF refuses to contract with a utility. Idaho Power was willing to enter into a contract with Grand View yet Grand View chose not to obligate itself to deliver power to Idaho Power. No construction of a legally enforceable obligation can be used to find that a QF obligated

itself by refusing to contract with a utility. Grand View cannot now allege that a complaint on a different issue in the same series of negotiations somehow entitles it to earlier avoided cost rates. The undisputed facts clearly demonstrate that Grand View is not entitled to a determination of a legally enforceable obligation. Additionally, the Commission's order on REC ownership does not require that a contract between Idaho Power and Grand View remain silent on the issue of REC ownership.

A. No Legally Enforceable Obligation Is Created When a QF Refuses to Contract With A Utility.

In its March 19, 2013, Motion, Grand View argues that a legally enforceable obligation was created at some point after March 10, 2011, and before August 2, 2011. During that time, Grand View repeatedly refused to sign or obligate itself or otherwise indicate that it intended to obligate itself to sell energy to Idaho Power. As shown in the July 2011 Email, Idaho Power agreed to Grand View's proposal to sign a contract and both parties would then argue the issue of REC ownership before the Commission. Idaho Power Answer to Amended Complaint ¶ 2, Att. No. 1. The Commission summarized the facts in Order No 32580:

After Grand View rejected the two alternatives, Idaho Power states that it agreed to Grand View's request to submit a signed [ESA] to the Commission for its review including language of § 8.1 quoted above. This would allow Idaho Power to argue to the Commission that § 8.1 of the [ESA] should be retained, and conversely, Grand View could argue that § 8.1 could be deleted. Idaho Power Answer at 14. After Idaho Power agreed to Grand View's proposal to have the Commission decide the disputed issue, "Grand View instead filed [its] Complaint" on August 2, 2011.

Grand View had many opportunities to obligate itself to a price, and chose not to. Grand View's decision to reject terms proposed by its attorney and agreed to by Idaho Power does not constitute a legally enforceable obligation. See July 2011 Email.

Within the entirety of regulations implementing PURPA, the concept of a legally enforceable obligation only occurs in the context of what avoided cost rates can be assessed. 18 C.F.R. § 292.304. It appears in Subsections (b)(5), (d), and (e)(2)(iii). In each instance it is referenced as a timing mechanism allowing utilities and QFs to contract or incur an obligation for costs that do not precisely mirror a utility's avoided costs. FERC stated that these paragraphs "are intended to reconcile the requirement that the rates of purchases equal the utilities' avoided cost with the need for qualifying facilities to be able to enter into contractual commitments based, by necessity, on estimates of future costs." *Small Power Production and Cogeneration Facilities; Regulations Implementing Section 210 of PURPA*, Order No. 69, FERC Stats. & Regs. ¶ 31,128 at 30,880, 45 Fed. Reg. 12214, 12224 (1980) (The Commission believes that "in the long run, 'overestimations' and 'underestimations' of avoided costs will balance out."), *order on reh'g*, Order No. 69-A, FERC Stats & Regs. ¶ 31,160, 45 Fed. Reg. 33958 (1980), *aff'd in part and vacated in part*, *Am. Elec. Power Serv. Corp. v. FERC*, 675 F.2d 1226 (D.C. Cir. 1982), *rev'd in part*, *Am. Paper Inst., Inc. v. Am. Elec. Power Serv. Corp.*, 461 U.S. 402 (1983). Any mention of a legally enforceable obligation is notably absent from regulations regarding a utility's obligation to purchase. See 18 CFR § 292.303. Plain reading of the statute shows that the legally enforceable obligation concept was intended as a mechanism to determine the time for calculation of the rate.

FERC has also stated that a legally enforceable obligation is "used to prevent an electric utility from avoiding its PURPA obligations by refusing to sign a contract." *Grouse Creek*, 142 FERC ¶ 61,187 at 36 (citing *Cedar Creek*, 137 FERC ¶ 61,006 at 32); *Small Power Production and Cogeneration Facilities; Regulations Implementing*

Section 210 of PURPA, Order No. 69, FERC Stats. & Regs. ¶ 31,128 at 30,880, 45 Fed. Reg. at 12,224. A legally enforceable obligation is intended to remedy a situation where a utility has shown bad faith in negotiations such as a delay or refusal to contract. Over time, this latter reasoning for the concept of a legally enforceable obligation has overshadowed other additional discussion. FERC explained that in circumstances where a QF has a contract or a QF has obligated itself to deliver energy and capacity, either option preserves the bargain both for the QF and the utility. *Small Power Production and Cogeneration Facilities; Regulations Implementing Section 210 of PURPA*, Order No. 69, FERC Stats. & Regs. ¶ 31,128 at 30,880, 45 Fed. Reg. at 12,224 (“This provision can also work to preserve the bargain entered into by the electric utility... the electric utility is nevertheless entitled to retain the benefit of its contracted for, or otherwise legally enforceable, lower price for purchases from the qualifying facility.”). FERC intended that the ability to hold the other party to a legally enforceable obligation should be reciprocal.

The legally enforceable obligation concept was not intended to be misconstrued into a doctrine allowing a QF to allege that it has an “unfettered right” to a legally enforceable obligation, occurring at the time of the highest avoided cost rates at any point after first contact with a utility. Surely if this were an instance where avoided cost prices had increased since March of 2011, Grand View would not argue that its rejection of proposed terms served to obligate itself to those terms. When viewed from the perspective that a legally enforceable obligation should be reciprocal, it is outlandish for a QF to assert that its action of refusing to contract served to obligate itself or incur a legally enforceable obligation.

These facts demonstrate the need to adhere to the purpose for which FERC created the concept of a legally enforceable obligation, to prevent a utility from improperly refusing to contract with a QF, and the need to demonstrate some refusal to contract on the part of the utility before the analysis of a legally enforceable obligation can come into play. It is not intended to be used in a situation where a QF refuses to contract with a utility. It is not intended to be used to allow a QF to selectively choose which date a legally enforceable obligation may have occurred in order to game the system to gain a higher price to the detriment of ratepayers.

Fundamental concepts in contract law which require offer, acceptance, and consideration to create *mutual obligations* have developed in order to ensure that a party cannot unilaterally force or bind another against its will. PURPA statutorily creates a utility obligation to purchase and FERC has promulgated the concept of a legally enforceable obligation to prevent a utility from evading its responsibility under PURPA. This obligation to purchase promotes PURPA's policies, and Grand View asserts that it creates an "unfettered right to unilaterally create" a legally enforceable obligation. Motion at 6. This is a gross overstatement of the concepts surrounding a legally enforceable obligation. As stated by FERC, the intent of the concept of a legally enforceable obligation is to "prevent a utility from circumnavigating the requirement that provides capacity credit for an eligible qualifying facility merely by refusing to enter into a contract with the qualifying facility." *Small Power Production and Cogeneration Facilities; Regulations Implementing Section 210 of PURPA*, Order No. 69, FERC Stats. & Regs. ¶ 31,128 at 30,880, 45 Fed. Reg. at 12,224; *see also Grouse Creek*, 142 FERC ¶ 61,187 at 36 (citing *Cedar Creek*, 137 FERC ¶ 61,006 at 32). The Commission, in line

with FERC's stated purpose of a legally enforceable obligation, should not gloss over the carefully constructed concepts of mutual obligations under state contract law without first requiring a showing that a utility is attempting to evade its obligation to contract. The Commission, in determining what actions may constitute a legally enforceable obligation, should consider that the ability to enforce such an obligation should be reciprocal. In this instance, where a QF consistently and repeatedly refused to obligate itself or sign with a willing utility, it is unconscionable to use the concept of a legally enforceable obligation solely so that a QF can obtain its preferred avoided cost rates.

Similar arguments have been heard by the Idaho Supreme Court. In *A.W. Brown Co., Inc. v. Idaho Power Company*, the Court upheld a Commission decision that a QF who never made a reciprocal commitment or obligated itself was not entitled to an earlier avoided cost rate. 121 Idaho 812 (1992). The Court reaffirmed earlier orders holding that in order to lock in a certain rate, the parties must have a signed contract for that rate or a meritorious complaint alleging that the project was mature and that the QF had attempted and failed to negotiate a contract with the utility. *Id.* at 816 (citing *Empire Lumber v. Washington Water Power*, 114 Idaho 191 (1988); *Afton Energy, Inc. v. Idaho Power Co.*, 107 Idaho 781 (1984)). As in this case, the issues in *Brown* centered on eligibility for an earlier, higher avoided cost rate. In *Brown*, the QF approached Idaho Power, received a standard letter outlining the application process, and obtained QF status prior to the change in rates. The QF, *Brown*, had not engaged in negotiations with the utility. While *Brown's* lack of communication with Idaho Power was certainly greater than *Grand View's*, the Court's decision is instructive. The Court stated that "the implementing regulations and comments appear to mean that a *qualifying facility is*

entitled to receive avoided cost rates if it obligates itself to the delivery of energy or capacity and if that obligation is legally enforceable against the qualifying facility.” Id. at 818 (emphasis in original). In upholding the Commission’s decision, the Court emphasized that Brown never pursued a power contract with diligence, never made “a comprehensive binding offer,” “never made a reciprocal commitment to sell,” and ultimately, never “obligated himself to do anything.” Id. at 817-18.

In Rosebud Enter., Inc. v. Idaho Pub. Util. Comm’n, the parties conducted more extensive negotiations than in Brown, and the Court upheld a determination that the QF did not obligate itself. 131 Idaho 1 (1998) (“Rosebud II”). Like this case and Brown, Rosebud II was ultimately about a QF seeking an earlier, higher avoided cost rate. In Rosebud II, while an earlier appeal was still pending, the QF, Rosebud, presented Idaho Power with a new proposal which doubled the size of the proposed project. Id. at 4. Idaho Power responded stating that this appeared to be a rejection by counteroffer, but that it would keep its earlier offer open for a certain period of time. The QF did not respond and attempted to conditionally accept the earlier offer a week later, describing that it would take the contract to its fuel suppliers, financiers, and vendors. Id. Rosebud, after losing its appeal in the earlier case, asserted that it had a legally enforceable obligation to sell power to Idaho Power due to its late and conditional acceptance of Idaho Power’s offer. Id. at 5. The Court held that the QF never legally obligated itself to deliver power to Idaho Power. Id. at 6. The QF had “neither a signed contract nor established that Idaho Power will not negotiate with it” and made its willingness to commit expressly conditional on obtaining concessions from vendors, financiers, and suppliers. Id. Similarly, Grand View does not have a signed contract

and as in *Rosebud II*, Idaho Power was actively negotiating with the QF. As in *Rosebud II*, Grand View chose to reject terms and refuse to obligate itself to deliver power to Idaho Power.

Grand View now claims that its complaint was lodged in order to require Idaho Power to execute its standard ESA using the Integrated Resource Plan methodology for calculating rates. Motion at 5. The Complaint contains no such request and the pleadings show that the main purpose of the case was to obtain a decision on the issue of REC ownership in PURPA ESAs. Although Grand View's Amended Complaint requested that the Commission compel Idaho Power to sign a modified version of the March 2011 draft ESA and its July 2012 Petition for Clarification mentioned a legally enforceable obligation, it was not until this Motion was filed that Grand View directly argued that a legally enforceable obligation had been created between Grand View and Idaho Power. And Grand View fails to explain how its rejection of terms offered can constitute facts where it obligated itself to sell and deliver power.

Grand View asserts that Idaho Power's Answer describing that the parties agreed to both execute an ESA and allow the Commission to decide the outcome of REC ownership somehow presumes the existence of a legally enforceable obligation. Motion at 5-6. Grand View quotes Idaho Power's Answer, "Upon Idaho Power's agreement to this proposal by Grand View to submit the issue to the Commission in a signed contract with the parties' rights reserved to argue alternatively as described above, Grand View instead filed this Complaint." *Id.* at ¶ 14. As the language clearly states, Idaho Power described that the parties agreed to sign an ESA and Grand View rejected that ESA. The parties had come to an agreement that both would sign and

resolve the REC issue at the Commission, yet Grand View chose not to sign. As in *Rosebud II*, Grand View's decision to reject the ESA does not show that it obligated itself. The very nature of the PURPA ESA is one where a QF can walk away from negotiations at any time. Its refusal to sign an agreement demonstrates that it was unwilling to obligate itself.

Idaho Power does not imply that a QF filing a meritorious complaint at the Commission cannot be used to argue for a legally enforceable obligation when such a complaint specifically argues for a legally enforceable obligation and indicates bad faith or delay on the part of the utility. Such a complaint should demonstrate that the QF was willing to obligate itself and the utility was not. In this case, the facts show the opposite situation: an instance where the utility was willing to obligate itself and the QF was not. The facts do not support a showing that Grand View ever obligated itself to sell energy to Idaho Power.

After Grand View chose not to sign the draft ESA, it filed the complaint in this case. The main purpose of which was not to obtain a finding of a legally enforceable obligation, but to request that the Commission require Idaho Power to disclaim REC ownership in the context of an ESA which would later be signed between Idaho Power and Grand View. Order No. 32580 at 7 ("Grand View contends that the sole issue in dispute is the § 8.1 REC language"); see Idaho Power Answer to Amended Complaint ¶¶ 3; Complaint. Idaho Power did not and Grand View made no allegations that Idaho Power refused to contract, unreasonably delayed, or hindered the negotiation process. Grand View simply chose not to obligate itself to sell energy to Idaho Power at that price. Such refusal to contract or obligate itself by a QF, especially in the context of a

utility willing and ready to enter into a PURPA ESA, cannot be used to create a legally enforceable obligation.

B. Order No. 32580 Does Not Require that Idaho Power Disclaim REC Ownership.

Grand View's Motion also requests that the Commission require Idaho Power omit the disputed section on REC ownership, claiming that such a ruling would be pursuant to the Commission's order denying summary judgment. Order No. 32580. Order No. 32580 did not mandate that Idaho Power omit a clause regarding REC ownership. That Order found that "no specific federal or state laws govern[] the ownership of RECs." Order No. 32580 at 9. The Commission held that it "cannot find as a matter of law that ownership of RECs vests solely in Grand View." *Id.* at 13. The Commission further held that the plain language of the REC clause was not preempted by PURPA, and its argument regarding a Commerce Clause violation was without merit. *Id.* at 15-16. Nowhere in that order did the Commission intimate that a PURPA contract should remain silent on the issue of REC ownership. To the contrary, the Commission's decision discussed at length that the parties to a PURPA ESA are free to contract for the ownership of RECs. The Commission should not deviate from its previous order in this case.

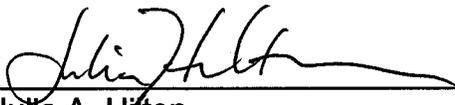
The Commission, in Order No. 32697 in case GNR-E-11-03, made a determination on the issue of REC ownership which sets forth the current requirement for RECs in PURPA agreements. In Grand View's case, under that order, REC ownership would be split 50-50 between the QF and the utility. Order No. 32697 at 46. REC ownership is one of the issues which is currently under reconsideration by the Commission. Order No. 32737 at 3. Until or unless Order No. 32697 is modified in a

reconsideration order, the rules regarding REC ownership between a QF and a utility in a PURPA ESA are set forth in Order No. 32697.

III. CONCLUSION

The undisputed facts clearly demonstrate that Grand View is not entitled to a determination of a legally enforceable obligation. Idaho Power was willing to enter into a contract with Grand View yet it chose not to obligate itself to deliver power to Idaho Power. It cannot now allege that a complaint on a different issue in the same series of negotiations somehow enables it to earlier avoided cost rates. The Commission should deny Grand View's Motion for Declaratory Order and requested relief.

Respectfully submitted this 2nd day of April 2013.



Julia A. Hifton
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 2nd day of April 2013 I served a true and correct copy of IDAHO POWER COMPANY'S ANSWER TO GRAND VIEW'S MOTION FOR DECLARATORY ORDER upon the following named parties by the method indicated below, and addressed to the following:

Commission Staff

Kristine A. Sasser
Deputy Attorneys 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 kris.sasser@puc.idaho.gov

Grand View PV Solar Two, LLC

Peter J. Richardson
Gregory M. Adams
Richardson & O'Leary, PLLC
515 N. 27th Street
P.O. Box 7218
Boise, Idaho 83702

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

Avista Corporation

Michael G. Andrea, Senior Counsel
Avista Corporation
1411 East Mission Avenue – MSC-23
P.O. Box 3727
Spokane, Washington 99220-3727

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email michael.andrea@avistacorp.com

Clint Kalich, Manager
Resource Planning and Analysis
Avista Corporation
1411 East Mission Avenue – MSC-7
P.O. Box 3727
Spokane, Washington 99220-3727

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email clint.kalich@avistacorp.com



Elizabeth Paynter, Legal Assistant