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IDAHO PUBLIC
UTILITIES COMMISSION

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Attorneys for the Idaho Conservation League and Sierra Club

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER)
COMPANY'S PETITION TO MODIFY TERMS) CASE NO. IPC-E-15-01
AND CONDITIONS OF PURPA PURCHASE)
AGREEMENTS)
_____)

IN THE MATTER OF AVISTA)
CORPORATION'S PETITION TO MODIFY) CASE NO. AVU-E-15-01
TERMS AND CONDITIONS OF PURPA)
PURCHASE AGREEMENTS)
_____)

IN THE MATTER OF ROCKY MOUNTAIN)
POWER COMPANY'S PETITION TO) CASE NO. PAC-E-15-03
MODIFY TERMS AND CONDITIONS OF)
PURPA PURCHASE AGREEMENTS)
_____)

Idaho Conservation League and the Sierra Club

Rebuttal Testimony of Adam Wenner

May 14, 2015

1 Q. Are you the same Adam Wenner who filed Direct Testimony in this case on behalf of the
2 Idaho Conservation League and the Sierra Club on April 23, 2015?

3 A. Yes.
4

5 Q. What is the purpose of your rebuttal testimony?

6 A. I have been asked to respond to Idaho PUC Staff Witness Sterling's testimony on two
7 subjects. First, I offer an opinion regarding the legality of adjustable rate contracts under PURPA
8 and FERC's implementing regulations. Mr. Sterling testifies on page 20, lines 11-16:

9 FERC rules do not specifically address whether adjustable rate contracts are acceptable in
10 instances in which the contracting parties agree in advance to an adjustment method and
11 frequency. Consequently, I am uncertain as to whether FERC would find adjustment
12 mechanisms acceptable.
13

14 Second, I offer an opinion of the intent of PURPA to stimulate the market for utility-scale
15 renewable energy up to 80 megawatts in size. Mr. Sterling testifies on page 24, lines 15-20:

16 I believe PURPA was intended to permit relatively small, non-utility-owned projects to be
17 developed and to compete on an equal footing with utility owned facilities. I do not
18 believe PURPA was ever intended to serve as the primary, or even a major, mechanism for
19 utility acquisition of new resources.
20
21

22 Q. Are adjustable rate contracts consistent with PURPA and the FERC's PURPA regulations
23 and decisions?

24 A. In my view they can be. First, in Order No. 69, FERC stated, with respect to state
25 commission implementation of the FERC PURPA rules: "These rules afford the State regulatory
26 authorities and nonregulated electric utilities great latitude in determining the manner of
27 implementation of the Commission's rules, provided that the manner chosen is reasonably
28 designed to implement the requirements of Subpart C [which includes establishing avoided cost