TABLE OF CONTENTS

[QUALIFICATIONS 1](#_Toc425240019)

[PURPOSE OF TESTIMONY 1](#_Toc425240020)

[SAFETY ISSUES PRESENTED IN WALLA WALLA 1](#_Toc425240021)

[PROBABLE FUTURE SAFETY ISSUES 6](#_Toc425240022)

[RESPONSE TO TESTIMONY OF MR. MULLINS AND MR. THOMAS 7](#_Toc425240023)

ATTACHED EXHIBITS

Exhibit No. WGC-2: Walla Walla Safety Issue Illustrations

Q. Please state your name, business address, and present position with Pacific Power & Light Company (Pacific Power or Company), a division of PacifiCorp.

A. My name is William G. Clemens and my business address is 650 East Douglas Avenue, Walla Walla, Washington 99362. I am currently employed as a Senior Regional Business Manager.

# QUALIFICATIONS

Q. Please describe your professional experience.

A. I have worked for 33 years in a variety of positions for Pacific Power, including Customer Service Representative, Conservation Inspector, Industrial Account Manager, Program Field Manager, Area Energy and Community Service Manager, and General Business Manager. In those roles, I have been based in communities throughout Washington and Oregon.

# PURPOSE OF TESTIMONY

Q. What is the purpose of your testimony in this proceeding?

A. My testimony addresses the safety reasons necessitating removal of facilities when a customer requests permanent disconnection, the issues inherent with abandoned and duplicate facilities, the removal costs associated with the disconnection of the Walla Wall Country Club (WWCC), and the testimony of Complainant witnesses Mr. Bradley G. Mullins and Mr. Jeffrey C. Thomas.

# SAFETY ISSUES PRESENTED IN WALLA WALLA

**Q. What circumstance in Walla Walla leads to the Company’s principal safety concerns?**

A. The majority of Pacific Power’s safety concerns arise from duplicate facilities. The Washington Legislature has declared that the duplication of electric facilities of ‎public utilities and cooperatives is “uneconomical, may create unnecessary hazards to the ‎public safety, discourages investment in permanent underground facilities, and is ‎unattractive, and thus is contrary to the public interest.”‎‎[[1]](#footnote-1) But the statute only discourages ‎duplication of facilities; it does not specifically prohibit duplication. Because the ‎Company has been unable to successfully negotiate a service area agreement with ‎Columbia Rural Electric Association (REA), the Company is faced with operating in a service area where duplicate ‎facilities exist. PacifiCorp does not contend with this issue with any other electric service ‎provider in Washington or in any of its other five state jurisdictions.

 Addressing the safety issues associated with Columbia REA duplication of Pacific Power’s existing facilities is critical to the safety of the public as well as the Company’s employees. I have provided a number of pictures illustrating some of the safety issues encountered in Walla Walla.[[2]](#footnote-2)

**Q. Is delayed utility response to emergency or potentially dangerous situations one of Pacific Power’s safety concerns?**

A. Yes. As an example, Pacific Power was contacted regarding a substation fire. Company personnel immediately responded and determined it was a Columbia REA substation. Company personnel then contacted Columbia REA to report the fire and facilitate a response. Obviously, such delays can have dire consequences.

 Pacific Power also responded to a report of a primary line too close to the ground. Upon arrival, Company personnel determined that the line belonged to Columbia REA.

 Emergency responders are increasingly confused by duplicate facilities. It is imperative that the responders know which utility to call for an immediate and appropriate response.

 **Q. Has Columbia REA or a former customer’s electrician connected service before Pacific Power has had a reasonable opportunity to disconnect?**

A. Yes. When Pacific Power is in the process of permanently disconnecting a customer, the Company requests that neither Columbia REA nor the customer’s electrician connect service until the permanent disconnection of facilities is entirely complete. On multiple occasions, Pacific Power has arrived to remove its facilities and Columbia REA has already connected and commenced serving the customer. On one occasion, Pacific Power found its meter spinning backwards, indicating there was a power feed from the building into the Company’s system. In the process of completing the duplicate connection, Columbia REA or the customer’s electrician connected two systems to a common ground, causing a power flow between the two providers.

**Q. What safety concerns does Pacific Power have regarding installation of buried lines directly under Pacific Power’s overhead facilities?**

A. Both utilities have arrived to requested excavation ‎locates and painted “No CREA” or “No PP+L” ‎directly on top of the other provider’s high ‎voltage cables. Underground locates for the Company ‎are performed by Locate Inc. Underground locates for ‎Columbia REA are performed by Columbia REA. The Company has also seen examples where the utility ‎locate conducted by Locate Inc. or Columbia REA ‎identifies only one electric utility’s facilities when two ‎electric utilities are present.‎ Repairs to Company facilities (such as a distribution ‎pole hit by a car) could be delayed because Columbia ‎REA must come locate its facilities before any digging ‎can begin.‎

**Q. What safety issues arise from multiple electric providers serving the same structure?**

A. The Company received a request from a customer to ‎permanently disconnect service so the customer could ‎switch utility providers. The customer was located in a ‎multi-tenant building served by Pacific Power. It is ‎unsafe for one building to be served by two utilities. ‎For example, firefighters or electricians may be ‎unaware the building has a second source of electricity. ‎The Company cannot permanently disconnect a service ‎to a multi-tenant structure unless all of the tenants ‎choose to switch providers.‎

 The Company also discovered a single-family residence receiving ‎electrical service from Columbia REA while still ‎connected to Pacific Power’s energized facilities.‎

**Q. Have safety concerns arisen from violations of clearance standards?**

A. Yes. Columbia REA’s contractor planned to bury a new ‎high voltage line 12 inches from one of the Company’s ‎‎7,200 volt lines. The Company contacted Columbia ‎REA and requested the line be located at least six feet ‎from the Company’s facilities, which is Pacific Power’s ‎construction standard. Columbia REA was reluctant to ‎move its facilities, but addressed the clearance issue ‎after local authorities and Labor and Industries became ‎involved.‎ Columbia REA was required to lower a distribution ‎line under the Company’s Walla Walla to Wallula ‎‎230 kV line because required clearances were not met. ‎The Company is currently working to address another ‎clearance issue involving Columbia REA’s distribution ‎line under the Company’s Walla Walla to Hurricane ‎‎230 kV line.‎

**Q. Have municipalities begun to address safety concerns arising from duplicate facilities?**

A. Pacific Power has a duty to its customers, employees, other utility workers, emergency ‎first responders and the public to develop and enforce standards to ensure their safety. ‎Although the Company uses the National Electric Safety Code (NESC), which are the ‎minimum requirements that utilities must meet, as a guide, the Company’s standards are ‎construction standards and may exceed the minimum requirements of the NESC. In the ‎interest of safety, NESC guidelines themselves defer, as appropriate, to local utility ‎standards. Since the issue of multiple utilities serving the same area without a service area ‎agreement or dedicated service territory is unique to Washington, the NESC does not ‎specifically address some of the issues facing the Company, such as multiple electric ‎utilities serving the same structure. In these situations, if the Company does not already ‎have a standard or policy to address the issue, one is created. Unfortunately, the ‎Company cannot compel another utility to follow these same standards and has only ‎received a modest amount of cooperation from Columbia REA in addressing its safety ‎concerns.‎

 Certain cities have started working with Pacific Power to address these safety concerns. ‎Pacific Power has provided comments and recommendations—in addition to committing its ‎full support to the highest level—in draft standards developed by the City of College ‎Place. Once adopted, these standards can be an example for other affected cities. The ‎Company has also urged the cities to require service area agreements between utilities as ‎part of these new standards.‎

# PROBABLE FUTURE SAFETY ISSUES

**Q. In addition to the over-arching safety issues that you just addressed, are there other safety reasons for removing Pacific Power’s underground facilities from the WWCC property?**

A. Yes. As addressed in Mr. R. Bryce Dalley’s testimony, the NESC imposes continuing duties and liability. Pacific Power would have no access to the facilities on the ‎property of the WWCC. Abandoning facilities poses a risk of ‎harm to workers performing excavation and/or other tasks in the area. If a worker ‎performing excavation discovers empty conduit, he or she may continue digging, on ‎the assumption that there is only abandoned conduit in the area. However, in the ‎process of additional digging, he or she may encounter an energized circuit. Failing ‎to remove underground facilities creates a safety risk, as a worker may fail to perceive ‎a necessity of securing locates. Empty conduit only increases that possibility. ‎The WWCC would have no means to locate the subject facilities.‎

**Q. Has the WWCC submitted a Customer Requested Work Agreement?**

A. No. The WWCC has never requested that Pacific Power proceed with removal of its facilities and permanent disconnection.

**Q. When did Pacific Power last provide a detailed estimate of the cost to remove its facilities to effectuate a permanent disconnection?**

A. On January 25, 2013, Pacific Power provided a detailed removal estimate.

**Q. What was the total estimated cost of removal, at that time?**

A. $104,176.

**Q. Has the Company updated the associated net book value?**

A. Yes. The updated net book value is $24,049.

**Q. Has Pacific Power secured any updated quotes for the physical removal of the facilities?**

A. No. The remaining cost components of the estimate have not been updated. Pacific Power’s estimates are valid for 90 days.

**Q. If the WWCC had timely submitted a Customer Requested Work Agreement shortly following receipt of the January 25, 2013 estimate, would $104,176 have been the final cost of removal?**

A. Not necessarily. Once Pacific Power completes removal of its facilities and permanent disconnection of service, the actual costs of removal are reconciled to the estimate. The WWCC would have either received a final invoice or a refund for the difference, depending upon whether the actual costs exceeded or came in under the estimate.

# RESPONSE TO TESTIMONY OF MR. MULLINS AND MR. THOMAS

**Q. Mr. Mullins asserts that the Company has not demonstrated safety or operational reasons that require removal of facilities on the Complainant’s premises.[[3]](#footnote-3) How do you respond?**

A. Mr. Dalley has addressed the numerous operational reasons necessitating removal of underground facilities upon permanent disconnection, while I have addressed the safety reasons for removal. Mr. Mullins is arguing for a result which is not provided for in the net removal tariff, namely the sale of Pacific Power’s facilities at a figure that would aid Columbia REA in its competitive practices in Walla Walla and Columbia counties.

**Q. The WWCC asserts its decision to change electric utility service providers was mainly a result of deteriorating customer service.[[4]](#footnote-4) How do you respond?**

A. The WWCC has been a customer of Pacific Power for nearly a century. In my experience, the relationship between the Company and the WWCC has been positive and cooperative. I am unaware of any customer service-related complaints made by the WWCC and am surprised at the characterization that customer service has deteriorated. In fact, I was originally told by WWCC personnel that the Club would not be switching to Columbia REA. Only when Columbia REA committed to cover the majority of the costs of the removal of the Pacific Power facilities did the WWCC decide to switch to Columbia REA.

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

A. Yes.

1. RCW 54.48.020 Legislative declaration of policy. [↑](#footnote-ref-1)
2. Pacific Power Exhibit No. WGC-2 (Photos illustrating safety issues). [↑](#footnote-ref-2)
3. Testimony of Bradley G. Mullins, Exhibit No. BGM-1CT at 11-12. [↑](#footnote-ref-3)
4. Testimony of Jeffrey C. Thomas, Exhibit No. JCT-1T at 10. [↑](#footnote-ref-4)