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REBUTTAL TESTIMONY OF JEFFREY C. THOMAS**

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Jeffrey C. Thomas. My business address is 1390 Country Club Rd., Walla
4 Walla, Washington. I am the General Manager of the Walla Walla Country Club (the
5 “Club”).

6 **Q. ARE YOU THE SAME JEFFREY C. THOMAS WHO PREVIOUSLY FILED**
7 **TESTIMONY IN THIS PROCEEDING?**

8 A. Yes. I filed Complainant Testimony on behalf of the Walla Walla Country Club (the
9 “Club”), which is presently served by Pacific Power & Light Company (“Pacific Power”
10 or the “Company”).

11 **Q. WHAT IS THE SCOPE OF YOUR TESTIMONY?**

12 A. This rebuttal testimony follows my direct testimony concerning electric service
13 facilities located on Club property and the decision of the Club to change service
14 providers from Pacific Power to Columbia Rural Electrical Association. This rebuttal
15 testimony concerns Pacific Power’s claimed safety reasons which it contends necessitate
16 removal of facilities, including conduit, from Club property, as well as testimony
17 regarding alleged issues with abandoned and duplicate facilities, particularly as they
18 relate to the Club and its property.

19 **Q. WHAT HAVE YOU REVIEWED PRIOR TO SUBMITTING THIS**
20 **TESTIMONY?**

21 A. Prior to submitting this testimony, I have reviewed the Direct Testimony of William G.
22 Clemens submitted by Pacific Power, including exhibits.

1 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

2 **A.** In his testimony, William Clemens states that the majority of Pacific Power's safety
3 concerns arise from duplicate facilities. He contends that duplication of facilities create
4 issues critical to the safety of the public as well as the Company's employees. Mr.
5 Clemens' testimony is very general in nature and describes a variety of hypothetical
6 situations that have no applicability to the Club and its electrical facilities.

7 **II. SAFETY CONSIDERATIONS WITH REGARD TO THE WALLA WALLA**
8 **COUNTRY CLUB**

9 **Q. DO ANY OF THE PHOTOGRAPHS ANNEXED TO THE CLEMENS**
10 **TESTIMONY REFLECT CLUB FACILITIES OR FACILITIES RELEVANT TO**
11 **ELECTRICAL SERVICE TO THE CLUB?**

12 **A.** No. None of the photographs annexed to Mr. Clemens' testimony reflect actual facilities
13 at, or even near, the Country Club.^{1/} The exhibits do not reflect a single photograph of
14 facilities relevant to the Club and its property.

15 **Q. DOES THE TESTIMONY OF WILLIAM G. CLEMENS RAISE CONCERNS OR**
16 **ISSUES THAT ARE APPLICABLE TO THE CLUB?**

17 **A.** I do not believe so. For example, Mr. Clemens testified that potentially dangerous
18 situations are created with duplicate facilities in case of fire. In my years of working for
19 the Club, I am not aware of any similar fires or emergencies associated with any of the
20 electrical facilities on Club property.

21 In his testimony, Mr. Clemens also suggests that there are safety issues associated
22 with buried lines directly beneath Pacific Power's overhead facilities.^{2/} Again, Mr.
23 Clemens does not relate these claimed safety concerns to the specific situation of the
24 Club and its property. His concerns are general in nature and have no relationship to the

^{1/} See Exh. No.__(WGC-2).

^{2/} Exh. No.__(WGC-1T) at 3:17-4:4.

1 Club's specific request in this case that Pacific Power permanently disconnect the Club
2 from Pacific Power electrical service.

3 Mr. Clemens cites an example where a multi-tenant building served by Pacific
4 Power requested disconnection so that it could switch utility providers.^{3/} The Club is the
5 only occupant of the Club facilities, and there will not be two service providers
6 furnishing electrical service to the Club property. Mr. Clemens' testimony is completely
7 inapplicable to the situation presented by the Club's request that Pacific Power
8 disconnect its facilities and leave its conduit in place.

9 Similarly, Mr. Clemens raises issues with claimed violations of clearance
10 standards.^{4/} Nothing in his testimony relates this as an issue as pertains to the Club.

11 **Q. IN YOUR VIEW, DOES THE TESTIMONY OF WILLIAM G. CLEMENS RAISE**
12 **ANY SAFETY OR OPERATIONAL CONCERNS WITH RESPECT TO**
13 **LEAVING CONDUIT IN PLACE ON COUNTRY CLUB PROPERTY?**

14 **A.** No. Mr. Clemens' testimony relates entirely to hypothetical situations in which he and
15 his employer believe there are safety concerns vis-à-vis duplicated facilities. The Club
16 has asked to be disconnected from Pacific Power's service, and Pacific Power is insisting
17 on charging the Club the contractor's cost to remove conduit and vaults that are located
18 on Club property. Removal of conduit, which is buried beneath the Club's golf course
19 and a parking lot, would be tremendously disruptive to the Club's operations and its
20 members, and would serve no safety purpose. I understand that Columbia REA already
21 has electric facilities installed in the right-of-way, adjacent to Club property. It is also
22 my understanding that extending those facilities onto Club property will not raise any of
23 the safety or operational concerns raised in Mr. Clemens' hypothetical scenarios.

^{3/} Id. at 4:7-15.

^{4/} Id. at 4:16-5:3.

1 **III. ISSUES RELATIVE TO CUSTOMER SERVICE**

2 **Q. WHAT WAS THE PRIMARY REASON THE CLUB CHOSE TO ASK PACIFIC**
3 **POWER TO DISCONNECT SERVICE AND TO RECEIVE ELECTRICAL**
4 **SERVICE FROM COLUMBIA REA?**

5 A. The primary reason the Club’s Board voted to disconnect from Pacific Power and to
6 begin receiving electrical service from Columbia REA was cost. We anticipate cost
7 savings of approximately \$1,000 per month. Electrical power is a significant line item in
8 the Club’s budget, and a savings of \$1,000 per month is not insubstantial.

9 **Q. HAS THE CLUB EXPERIENCED ANY CUSTOMER SERVICE ISSUES WITH**
10 **PACIFIC POWER?**

11 A. Mr. Clemens suggests that Pacific Power has provided electrical service to the Club for
12 nearly a century and he was not aware of any customer service-related complaints prior to
13 the current proceedings. That is generally true. Prior to the Club’s request to disconnect
14 from Pacific Power’s service, the Club did not encounter any significant customer
15 service-related issues. As I just testified, the leading reason to request disconnection was
16 the cost savings that would be accomplished by switching to Columbia REA as the
17 Club’s electrical service provider.

18 However, since the decision was made to request disconnection, I would say that
19 Pacific Power’s response, from a customer service perspective, has been lacking. When
20 we first began discussing disconnection, Mr. Clemens quoted a cost of \$19,581 to remove
21 Pacific Power’s facilities. I understood that to include metering, wiring and hardware,
22 but not to require removal of conduit buried beneath Club property. Only after Mr.
23 Clemens gave the quote did Pacific Power raise the prospect of removing conduit.
24 Thereafter, after a delay of nearly three months, I was informed that the disconnection fee

1 would be \$104,176. From a customer service perspective, the Club's Board and I do not
2 consider Pacific Power's conduct in connection with the disconnection issue to be an
3 example of good customer service.

4 **Q. IS PACIFIC POWER'S DEMAND OF \$104,176 A REASONABLE ESTIMATE OF**
5 **THE COST TO DISCONNECT SERVICE TO THE CLUB?**

6 A. The members of the Club's Board and I consider that the cost demanded of the Club to
7 disconnect from Pacific Power is not a reasonable estimate of the cost of effecting the
8 disconnection. There are no operational or safety considerations that would require
9 removal of conduit and vaults, for which the Club is willing to pay reasonable value. It
10 appears to us that Pacific Power has concerns that its customers will see the cost savings
11 and value in switching to Columbia REA as their electrical service provider, and Pacific
12 Power is attempting to discourage defections from its customer base by demanding
13 exorbitant charges to disconnect from its service. Pacific Power's treatment of the Club
14 ignores the fact that it has paid Pacific Power substantial amounts over past decades, and
15 now simply desires to change service providers.

16 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

17 A. Yes, it does.