

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

Complainant,

vs.

PACIFICORP d.b.a. PACIFIC POWER,

Respondent.

DOCKET UE-100749

**UNOPPOSED MOTION TO SUBMIT
ADDITIONAL CROSS
EXAMINATION EXHIBITS**

1 Pursuant to WAC 480-07-375(1)(d), PacifiCorp d/b/a Pacific Power (Company)
hereby requests authority to submit additional cross examination exhibits in this case.

2 Public Counsel submitted cross examination exhibits in this proceeding on
October 13, 2011 pursuant to Order 8 issued on July 8, 2011. Public Counsel's proposed
cross examination exhibits included PacifiCorp's responses to Data Request Nos.
PC 155, PC 184, and PC 195. To reflect complete responses to these data requests in the
record, the Company requests authority to submit the supplemental responses as
additional PacifiCorp cross-examination exhibits for Mr. Schoenbeck. The proposed
exhibits are attached to this Motion.

3 Public Counsel stated that it does not object to PacifiCorp's submission of the
supplemental responses. The other parties participating in this phase of the docket—
Commission Staff, the Industrial Customers of Northwest Utilities, and Wal-Mart Stores
Inc., and Sam's West, Inc.—were informed of PacifiCorp's proposal and did not object.

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For the foregoing reasons, PacifiCorp requests authority to submit the attached supplemental responses to Data Request Nos. PC 155, PC 184, and PC 195 as additional cross-examination exhibits for Mr. Schoenbeck.

DATED: October 19, 2011.

Respectfully Submitted,



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Attorneys for PacifiCorp

UE-100749/PacifiCorp
August 25, 2011
Public Counsel Data Request 155 – 1st Supplemental

Public Counsel Data Request 155

Please provide complete copies of *all* contracts for the sale of RECs entered into by PacifiCorp from January 1, 2008 to date, regardless of when the actual delivery of RECs was or is to take place, where the RECs at issue were generated or will be generated, or to what jurisdiction the revenue is/would be assigned. If not specified in an individual contract, provide in the narrative response to this data request: (1) the date the contract was entered into, (2) price per-REC, (3) delivery date(s), and, (4) and all other terms. NOTE: This is a continuing request *to be supplemented at any time* before the conclusion of this proceeding if and when an existing contract is amended *or* a new contract is entered into.

1st Supplemental Response to Public Counsel Data Request 155

In its original response, the Company stated that the unredacted REC sales contracts referenced in its response are considered highly confidential. In recognition of dates of the referenced contracts, the Company has determined that the contracts, while still commercially sensitive, may be designated confidential. Accordingly, unredacted versions of the contracts from the Company's original response are provided as Confidential Attachments PC 155-1 through 155-3 1st Supplemental.

Confidential information is provided subject to the terms and conditions of the protective order in this proceeding.

PREPARER: Paul Johnson

SPONSOR: To Be Determined

UE-100749/PacifiCorp
August 25, 2011
Public Counsel Data Request 184 – 1st Supplemental

Public Counsel Data Request 184

Please provide all REC sales contracts (including any associated shaping/delivery contracts), whether final or contingent, that PacifiCorp entered into with any party for delivery of RECs during or after CY 2009 from any resource regardless of location/control area. If the following information is not clear from each contract, please provide it in a separate document:

- a) The date that the contract was signed/entered;
- b) The volume of RECs to be sold;
- c) The resource from which the RECs are to be generated;
- d) The control area of the resource from which the RECs are to be generated;
- e) The delivery date(s); and
- f) The per-REC price(s).

1st Supplemental Response to Public Counsel Data Request 184

Without waiving the Company's objection to Public Counsel Data Request 184, the Company supplements its response as follows.

In its original response, the Company stated that the unredacted REC sales contracts referenced in its response are considered highly confidential. In recognition of dates of the referenced contracts, the Company has determined that the contracts, while still commercially sensitive, may be designated confidential. Accordingly, an unredacted version of the contract provided as Confidential Attachment PC 184 is provided as Confidential Attachment PC 184 1st Supplemental.

Confidential information is provided subject to the terms and conditions of the protective order in this proceeding.

PREPARER: Kristie Sharp

SPONSOR: To Be Determined

UE-100749/PacifiCorp
September 15, 2011
Public Counsel Data Request 195 – 1st Revised

Public Counsel Data Request 195

**Phase II Direct Testimony of Stacey J. Kusters, Exhibit No. SJK-1CT,
pp. 2-3.**

- (a) Please provide the terms of any liquidated damages clauses in any forward-looking contracts that PacifiCorp is currently entered into (regardless of whether the contract(s) is contingent on regulatory approval). Please identify to which contract relates, and if/when the contract has been provided through discovery to Public Counsel.
- (b) Has PacifiCorp paid liquidated damages under a forward-looking REC sales contract to-date? If so, please provide the following information about each incident that resulted in a liquidated damages payment by PacifiCorp:
 - 1. Buyer
 - 2. Date(s) of the non-delivery
 - 3. Actual MWhs not delivered
 - 4. Amount of damages paid
 - 5. Date of damage payment

1st Revised Response to Public Counsel Data Request 195

- (a) All of PacifiCorp's forward contracts have provisions related to liquidated damages contained in the transaction confirmation or as incorporated under a master agreement. Article 4 of the EEI Master Purchase and Sale Agreement (EEI Master Agreement) contains provisions related to liquidated damages and is generally consistent across all of PacifiCorp's EEI Master Agreements, please refer to Attachment PC 195a 1st Revised for a copy. Each EEI Master Agreement is negotiated with the counterparty so variations in the underlying terms and conditions may exist, but provisions related to liquidated damages exist in all such forward contracts. Section 21 of the WSPP Agreement contains provisions related to liquidated damages, please refer to this url for all versions of the WSPP Agreement that may be applicable to PacifiCorp's forward contracts: (http://www.wspp.org/documents_results.php). In addition to these standard master agreements, the Pacific Gas and Electric Company contract dated September 15, 2009 (Appendix I) has additional provisions relating to liquidated damages (see specifically Confidential Attachment PC 155-2). Please also refer to Confidential Attachments PC 155-1, 155-2 and 155-3 for the remaining contracts with provisions relating to liquidated damages.
- (b) No.

PREPARER: Paul Johnson

SPONSOR: Stacey Kusters