

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

THE WALLA WALLA COUNTRY
CLUB,

Complainant,

v.

PACIFIC POWER &
LIGHT COMPANY, a division of
PACIFICORP

Respondent.

Docket No. UE-143932

ANSWER TO COMPLAINT

In answer to Complainant Walla Walla Country Club's Complaint, Respondent Pacific Power & Light Company (Pacific Power), a division of PacifiCorp, admits, denies, and alleges as follows:

I. PARTIES

1. Based on information and belief, Pacific Power admits the allegations in paragraph 1 concerning Complainant's identity, operations, address, and attorneys. Pacific Power further admits that it is a "public service company" and an "electrical company" as those terms are defined and used in Title 80 RCW. Pacific Power admits that it is engaged in supplying electric utility services to the public for compensation in Washington State. Pacific Power also admits that it is subject to the jurisdiction of the Washington Utilities and Transportation Commission (Commission). The names and address of the attorneys representing Pacific Power in this action before the Commission are:

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Except as expressly admitted, Pacific Power denies any remaining allegations contained in paragraph 1.

II. RULES AND STATUTES

2. Pacific Power admits that Complainant has referenced RCW 80.01.040, 80.04.110, 80.04.220, 80.04.230, 80.28.010, 80.28.020, and WAC 480.07.370 in its Complaint.

Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 2.

III. INTRODUCTION

3. Pacific Power admits that the Complainant has brought a complaint, allegedly under RCW 80.04.110 and WAC 480-07-370. Except as expressly admitted herein, Pacific Power denies the remaining allegations contained in paragraph 3 and denies that Complainant is entitled to the relief requested.

4. Pacific Power admits that Complainant has refused to pay the facilities removal costs and therefore service to Complainant has not been disconnected. Pacific Power avers that its Net Removal Tariff speaks for itself. Except as expressly admitted herein, Pacific Power denies the remaining allegations contained in paragraph 4 and denies that Complainant is entitled to the relief requested.

IV. JURISDICTION

5. Pacific Power admits that the Commission has jurisdiction over the Complaint and the parties. Pacific Power avers that the statutory and regulatory sections cited speak for themselves. Except as expressly admitted herein, Pacific Power denies the remaining allegations contained in paragraph 5.

6. Pacific Power admits that the United States District Court, Eastern District of Washington, granted Pacific Power's motion to dismiss based on facts at issue in the Complaint. Pacific Power avers that the court's order speaks for itself. Except as expressly admitted herein, Pacific Power denies the remaining allegations contained in paragraph 6.

V. STATEMENT OF FACTS

7. Pacific Power admits that its Net Removal Tariff was originally approved by the Commission in 2002, Docket No. UE-001734, Eighth Supplemental Order. Pacific Power avers that the terms of its tariff speak for themselves. Except as expressly admitted herein, Pacific Power denies the remaining allegations contained in paragraph 7.

8. Based on information and belief, Pacific Power admits Complainant has received electric utility service from Pacific Power and its predecessors since approximately 1923. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 8.

9. Pacific Power admits Complainant has granted a number of easements to Pacific Power, including one which was granted on October 29, 1987, and another granted on May 23, 2000. Pacific Power admits the various easements granted by Complainant relate to the provision of electric utility service. Pacific Power further admits that the October 29, 1987 easement provides, among other grants, "the right of ingress and egress over the adjacent lands of Grantor in order to install, maintain, repair, replace, rebuild, operate and patrol the

underground electric power lines and appurtenances, and to exercise all other rights herein granted.” Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 9.

10. Pacific Power admits, in 2012, Complainant advised Pacific Power that it might change electric utility service providers. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 10.

11. Pacific Power admits, in approximately July 2012, in response to an inquiry regarding disconnecting only a portion of the electric utility service to Complainant’s properties, a representative of Pacific Power provided a preliminary estimate of \$19,581. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 11.

12. Pacific Power admits, in December 2012, Complainant notified Pacific Power of its intent to obtain electric utility service from Columbia Rural Electric Association.

13. Pacific Power admits Complainant requested that electric utility service be disconnected. Pacific Power further admits, although required by the governing tariff, Complainant did not request that Pacific Power remove its facilities. Rather, based on information and belief, Pacific Power understands that Complainant and Columbia Rural Electric Association seek to use facilities owned by Pacific Power. Pacific Power further admits, on or about December 11, 2012, Complainant tendered \$19,581. Pacific Power admits that it returned the check, advising Complainant that the estimated cost of removing all of the facilities is \$104,176. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 13.

14. Pacific Power admits, on or about January 25, 2013, it advised Complainant that the total estimated cost to remove all of its facilities is \$104,176. Pacific Power further admits it

provided a detailed, final cost estimate, which included the removal of conduits and vaults at an estimated cost of \$66,718 as well as removal of wires, transformers, and metering equipment at an estimated cost of \$37,458. Pacific Power avers that the January 25, 2013 letter speaks for itself. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 14.

15. Pacific Power lacks sufficient knowledge or information to admit or deny the allegation regarding the current salvage value of certain conduits and vault and therefore must deny these allegations. Pacific Power admits, on or about May 3 and May 23, 2013, Complainant offered replacement conduits and vaults or what it referred to as “the reasonable value of the abandoned facilities.” Pacific Power further admits it declined the offer, again advising Complainant that the estimated cost of removing its facilities to complete disconnection in accordance with the tariff is \$104,176. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 15.

16. Without identification of the referenced conduit and vault, Pacific Power lacks sufficient knowledge or information to admit or deny the allegations contained in paragraph 16 and therefore must deny these allegations.

17. Pacific Power denies the allegations contained in paragraph 17.

18. Pacific Power admits that Complainant has refused to pay the facilities removal costs and therefore service to Complainant has not been disconnected. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 18.

19. Pacific Power admits that two electric utility service providers cannot provide electric service through the same facilities. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 19.

VI. COMPLAINT

20. Pacific Power avers that RCW 80.28.010 speaks for itself. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 20.

21. Pacific Power admits its Net Removal Tariff was originally approved by the Commission in 2002, Docket No. UE-001734, Eighth Supplemental Order. Pacific Power further admits that, upon information and belief, the Commission acted within the scope of its authority. Pacific Power avers that the terms of the tariff, RCW 80.28.010, and the Eighth Supplemental Order speak for themselves. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 21.

22. Pacific Power denies the allegations contained in paragraph 22.

23. Pacific Power denies the allegations contained in paragraph 23.

24. Pacific Power avers that RCW 80.28.010 and .020 speak for themselves. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 24 and denies that Complainant is entitled to the relief requested.

25. Pacific Power realleges and incorporates by reference the admissions and denials set forth above. Pacific Power avers that RCW 80.04.220 and .230 speak for themselves. Except as expressly admitted herein, Pacific Power denies any remaining allegations contained in paragraph 25.

26. Pacific Power admits that Complainant has refused to pay the facilities removal costs and therefore service to Complainant has not been disconnected. Pacific Power further admits that it declined Complainant's tender of insufficient payment for removal of the subject facilities. Pacific Power also admits that it continues to charge Complainant for electric utility services in accordance with the governing tariff. Pacific Power lacks sufficient knowledge or information regarding the current rates charged by the unregulated service provider, Columbia

Rural Electric Association, and, therefore, must deny the related allegations. Except as expressly admitted herein, Pacific Power denies the remaining allegations contained in paragraph 26.

27. Pacific Power avers that the order issued by the United States District Court, Eastern District of Washington speaks for itself. Pacific Power denies the remaining allegations contained in paragraph 27 and denies that Complainant is entitled to the relief requested.

VII. RELIEF REQUESTED

28. Pacific Power denies the allegations set forth in paragraph 28 and denies that Complainant is entitled to the relief requested.

VIII. AFFIRMATIVE DEFENSES

For further answer and by way of affirmative defenses, Pacific Power alleges as follows:

29. Complainant has failed to state a claim upon which relief may be granted.

30. If the Complainant and Columbia Rural Electric Association have reached an agreement by which Columbia Rural Electric Association is responsible to pay for any disconnection of service by Pacific Power, Complainant may not be the real party in interest or Columbia Rural Electric Association may be an indispensable party to this proceeding.

31. One or more of Complainant's claims are barred by the applicable statute of limitations.

32. Discovery and investigation are continuing, and Pacific Power therefore reserves the right to assert additional affirmative defenses, as well as any necessary counterclaims or third-party claims.

IX. PRAYER FOR RELIEF

Pacific Power prays that the Complaint be dismissed in its entirety, with prejudice, and for an award of attorneys' fees and costs incurred defending this action, upon any recognized ground.

Dated this 9 day of December, 2014.



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Of Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that I have this day served this document upon all parties of record in this proceeding listed below, by email and UPS overnight delivery:

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Dated: December 10, 2014



Barbara Bratton