

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

THE WALLA WALLA COUNTRY CLUB,

Complainant,

vs.

PACIFIC POWER & LIGHT COMPANY, a
division of PACIFICORP,

Respondent.

Docket UE-143932

RESPONSES TO PACIFIC POWER'S
THIRD SET OF DATA REQUESTS TO
THE WALLA WALLA COUNTRY CLUB

INSTRUCTIONS

The Walla Walla Country Club (the "Club") responds to this Third Set of Data Requests from Pacific Power & Light Company ("Pacific Power" or the "Company") based upon information known to date and reserves the right to supplement or revise its answers, if necessary.

RESPONSES AND OBJECTIONS

46. Please refer Attachment II, page 70 of Walla Walla Country Club's Responses to Pacific Power's First Set of Data Requests. Please provide all documents relied on to determine the \$318,732.50 for construction of facilities on the grounds of the Walla Walla Country Club by Columbia Rural Electric Association.

RESPONSE:

The Walla Walla Country Club does not possess documents that relate to the cost of installing facilities as defined in the Electric Service Agreement nor does it have cost information that relates to the "construction of facilities on the grounds of the Walla Walla Country Club by Columbia Rural Electric Association."

47. Please produce any published materials supporting or refuting any portion of Mr. David J. Marne's direct testimony.

RESPONSE:

The Club objects on the basis that this request is overly broad and unduly burdensome, appears intended to harass and needlessly increase the costs of litigation.

Without waiving said objection, materials in support of the Testimony of David J. Marne are either referenced in his testimony, attached thereto, or are from national standards equally available to Pacific Power. Further information may be obtained from Mr. Marne's website. See Exhibit No. ____ (DJM-2).

48. Please identify all matters in which Mr. Marne has testified during the past five years.

RESPONSE:

The Club objects on the basis that this request is overly broad and unduly burdensome, appears intended to harass and needlessly increase the costs of litigation.

Without waiving said objection, matters in which Mr. Marne has testified, including during the past five years, are included in Attachment PP DR 48.

49. Please produce a copy of all testimony in the matters listed in response to DR 48.

RESPONSE:

The Club objects on the basis that this request is overly broad and unduly burdensome, appears intended to harass and needlessly increase the costs of litigation, and to the extent that Pacific Power has ample opportunity to obtain the information sought.

50. Please produce any published materials supporting or refuting any portion of Mr. Bradley G. Mullins' direct testimony.

RESPONSE:

The Club objects on the basis that this request is overly broad and unduly burdensome, appears intended to harass and needlessly increase the costs of litigation, and to the extent that Pacific Power has ample opportunity to obtain the information sought.

51. Please identify all matters in which Mr. Mullins has testified during the past five years.

RESPONSE:

Please see Exh. No.__(BGM-2). Since Opening Complainant Testimony in this proceeding, Mr. Mullins has also sponsored written testimony in the following proceedings:

- Wy.PSC, 20000-469-ER-15: In re the Application of Rocky Mountain Power for Approval of a General Rate Increase in its Retail Electric Utility Service Rates in Wyoming of \$32.4 Million Per Year or 4.5 Percent;
- Wa.UTC, UE-150204: In re Avista Corporation, General Rate Increase for Electric Services;
- Wy.PSC, 20000-472-EA-15: In re the Application of Rocky Mountain Power to Decrease Rates by \$17.6 Million to Recover Deferred Net Power Costs Pursuant to Tariff Schedule 95 to Decrease Rates by \$4.7 Million Pursuant to Tariff Schedule 93; and
- Or.PUC, UE 296: In re PacifiCorp, dba Pacific Power, 2016 Transition Adjustment Mechanism.

52. Please produce a copy of all testimony in the matters listed in response to DR 51.

RESPONSE:

The Club objects on the basis that this request is unduly burdensome, and that the Company has ample opportunity to obtain the information sought.

Without waiving such objections, the public versions of relevant testimony can be found on the websites of the respective regulatory Commissions.

53. Please identify the “public interest” referenced in page 2, line 18 of Exhibit No.____(BGM-1CT).

RESPONSE:

Please refer to RCW § 80.01.040, in which the Commission is required to regulate in the “public interest.”

54. Please refer to page 8, line 7 of Exhibit No.____(BGM-1CT). Is there a “line extension amount,” as that term is used that should be deducted in this case? If so, what is that amount?

RESPONSE:

The Club objects on the basis that Pacific Power has ample opportunity to obtain the information sought. Moreover, the Club objects on the basis that the information is obtainable from a more convenient source—namely, the Company itself, who does or should possess records sufficient to answer this request.

Without waiving such objections, Mr. Mullins does not agree with the Company’s policy of limiting the credit for line extensions to those paid within the most recent five years. Mr. Mullins’ position is that all line extensions, regardless of when paid, should be credited against book value pursuant to the Net Removal Tariff.

55. Please refer to page 9, lines 12-13 of Exhibit No.____(BGM-1CT). Mr. Mullins implies that the net removal tariff expressly provides for the purchase of the Company's underground facilities for net book value. Please identify the portion of the Company's tariff which so provides.

RESPONSE:

The Club objects on the basis that this data request appears intended to harass. The Club also objects to the extent that the request mischaracterizes Mr. Mullins' testimony.

Without waiving such objections, Mr. Mullins' testimony was that the Company would be indifferent relative to the Net Removal Tariff if the facilities are sold at net book value and that it would be economically wasteful if the Company were to not proceed with the sale at that value.

56. Please refer to page 2, line 19 of Exhibit No.____(BGM-1CT) and specifically identify “the facilities” as that term is used throughout Mr. Mullins’s testimony.

RESPONSE:

Please refer to Exhibit No.____(BGM-1CT) at 3:8-12. The term “facilities” in Mr. Mullins’ testimony encompasses the meaning of “facilities” in Rule 6.I. Also, please see Exhibit No.____(BGM-6CT) at 5:2-11.

57. Please refer to page 10, lines 8-9 of Exhibit No.____(BGM-1CT) and identify any authority supporting Mr. Mullins’s contention that the Company has an “obligation to mitigate the costs incurred by customers as a result of requesting to be disconnected from the system.”

RESPONSE:

Please refer to the Commission’s statements provided in Exhibit No.____(BGM-1CT) at 10:11-17. Mr. Mullins’ testimony was that the Company would be indifferent relative to the Net Removal Tariff if the facilities are sold at net book value and that it would be economically wasteful if the Company were to not proceed at the sale at that value.

58. This data request is directed to Mr. Mullins. Please set forth the projected cost of both labor and materials, in the event Columbia Rural Electric Association were required to install the underground facilities to replace those that Mr. Mullins argues the Company should be forced to transfer at net book value.

RESPONSE:

The Club objects on the basis that Pacific Power has ample opportunity to obtain the information sought as an electric service provider itself. Moreover, the Club objects on the basis that the information is obtainable from a more convenient source—namely, the Company itself, in its capacity as an electric service provider. The Club also objects in that the Company mischaracterizes Mr. Mullins’ testimony, since Mr. Mullins does not argue that the Company should be “forced” to do anything.

59. This data request is directed to Mr. Marne. Please refer to page 2, lines 20-21 of Exhibit No.____(DJM-1CT), in which you state that it is “a typical, accepted good practice to abandon underground conduit...” Please set forth all evidence you have supporting this contention. Your response should include, but not be limited to, identification of each instance of a Washington electric utility provider abandoning or transferring underground facilities when a customer requested permanent disconnection in order to receive electric service from another provider.

RESPONSE:

The Club objects on the basis that this request is overly broad and unduly burdensome, appears intended to harass and needlessly increase the costs of litigation.

Without waiving said objection, the above quoted statement is based upon NESC Rule 012.C to include practices employed by electrical utilities, including Pacific Power. R. Bryce Dalley testified that Pacific Power had a continuing practice of abandoning underground conduit in place. Pacific Power must have concluded this practice was an “accepted good practice.” Further, with regard to the Walla Walla Country Club, on January 25, 2013, Pacific Power offered to abandon the underground conduit on the Club property for the same price it would cost a contractor to remove the conduit, which was \$66,718. Included was a bill of sale that conveyed to the Country Club underground facilities. This offer was an accepted good practice when abandoning empty underground conduit. Further, Mr. Marne receives input on accepted good industry practice when making NESC training presentations to electric utilities across the United States, during which the underground inspection rule (NESC Rule 313) sometimes comes up in discussions. During these class discussions, Mr. Marne is unable to recall any utility employee ever stating that it is a typical, accepted good practice for utilities to dig up and remove abandoned empty conduit.

60. This data request is directed to Mr. Marne. Please refer to page 4, lines 18-20 of Exhibit No.____(DJM-1CT) and provide a detailed diagram reflecting the “separate facilities on public and private property, which would be the new point of connection.”

RESPONSE:

The Club objects on the basis that this request is overly broad and unduly burdensome, appears intended to harass and needlessly increase the costs of litigation, and to the extent that Pacific Power has ample opportunity to obtain the information sought.

Without waiving said objection, Mr. Marne has reviewed the drawings prepared by Pacific Power that depict the existing service lines on the Country Club property. Mr. Marne has not prepared a separate diagram, but presumes electric service would be delivered through the same alignments with a new point of connection to the alternative power provider.

61. This data request is directed to Mr. Marne. Please refer to page 7, line 26 through page 8, line 1 of Exhibit No.____(DJM-1CT) and identify the specific provision of the NESC which states that the Code only applies to underground facilities that are presently owned or operated by electric utilities.

RESPONSE:

The Club objects on the basis that this request is overly broad and unduly burdensome, appears intended to harass and needlessly increase the costs of litigation, and to the extent that Pacific Power has ample opportunity to obtain the information sought.

Without waiving said objection, throughout Mr. Marne's direct and rebuttal testimony, Mr. Marne identified provisions of the NESC that establish duties for an electric power provider. In Mr. Marne's direct testimony on page 7, line 26 through page 8, line 1, Mr. Marne did not make the statement that "the Code only applies to underground facilities that are presently owned or operated by electric utilities."

62. This data request is directed to Mr. Marne. Please refer to page 8, lines 2-3 of Exhibit No.____(DJM-1CT) and identify any authority which expressly states that an electric service provider such as Pacific Power may sell underground facilities and, thereby, be entirely relieved of all responsibility and liability for those facilities.

RESPONSE:

The Club objects on the basis that this request is overly broad and unduly burdensome, appears intended to harass and needlessly increase the costs of litigation, and to the extent that Pacific Power has ample opportunity to obtain the information sought.

Without waiving said objection, Mr. Marne's direct testimony on page 8, lines 2 and 3, relates to the bill of sale that was offered by Pacific Power to the Country Club. The bill of sale, according to its terms, relieves Pacific Power of all responsibility and liability for the abandoned underground conduit that is located on private property.

63. Please refer to page 10, line 4 of Exhibit No.____(JCT-1T) and, with regard to each specific event or condition amounting to “deteriorating customer service,” set forth the following:

- (1) A detailed description of the event or circumstance;
- (2) The identity of the involved individuals;
- (3) The date of the event or onset of the condition; and
- (3) Identification of any related documents.

RESPONSE:

Please refer to Exhibit No.____(JCT-4T) at 4:9-5:3.

64. Please produce any documents identified in response to the immediately preceding data request.

RESPONSE:

See the Club's response to PP DR 63.

**Expert Witness Testimony
David J. Marne, P.E.**

Project Name (Project Number) Brief Description	Main Contact	Plaintiff or Defense	Deposition Date	Deposition Location	Trial Testimony
Bryan Smith v. Central Maine Power Co. (MA-0021) Sailboat mast contact with power line	Barry K. Mills Hale & Hamlin Ellsworth, ME	Plaintiff State of Main, Penobscot, ss Superior Court Docket No. CV-07-174	1/24/2008	Missoula, MT	Yes (Bangor, ME) State of Maine, Penobscot, ss Superior Court Docket No. CV-07-174 7/2008
Lane v. Commonwealth Edison (MA-0031) Power lineman contact with power line	Terrance, Goulee, Querrey& Harrow, Ltd Chicago. IL	Defense Circuit Court of Cook City, Illinois County Department-Law Division No. 00 L 014915	11/21/2006 12/13/2006	Missoula, MT Hamilton, MT (Video conference)	No-Settled
Irizarry v. Kissimmee Utility Authority (MA-0072) Truck contact with power and communications line	John Camillo Camillo, Snowden & De Almeida, P.A. Fort Lauderdale, FL	Plaintiff Osceola County, Florida Circuit Court of the Ninth Judicial Circuit Case No: CI 070N1060 A	12/5/2007	Orlando, FL	Yes (Kissimmee, FL) Osceola County, Florida Circuit Court of the Ninth Judicial Circuit Case No: CI 070N1060 A 2/2008
Hartford v. Kentucky Utilities Company (MA-0073) Building fire alleged due to power line contact	David Barnes Schiller, Osbourn Barnes & Maloney Louisville, KY	Plaintiff Commonwealth of Kentucky Bell Circuit Court Consolidated Civil Action Nos. 02-CI-00092 and 03-CI-00085	9/3/2008	Louisville, KY	No-Settled
Smith v. Kansas City Power & Light (MA-0105) Painter contact with power line	Thomas Fisher Shughart, Thomson, & Kilroy, PC Kansas City, MO	Defense Circuit Court of Jackson County, Missouri at Kansas City Case No. 0716-CV-22599	1/8/2009	Kansas City, MO	No-Settled
Washington v. Charter (MA-0116) Comm. lineman contact with power line	Justin Chapell Brown & James St. Louis, MO	Defense Circuit Court of the City of St. Louis, State of Missouri No. 052-07851	2/4/2009	St. Louis, MO	No-Settled
Jason Jones v. Narragansett Electric (MA-0121) Roofer contact with power line	Dan Schatz Decof & Decof P.C. Providence, RI	Plaintiff Superior Court State of Rhode Island & Providence Plantations C.A. NO. PC 07-5091	06/20/2002	Providence, RI	No-Settled
Mallow v. Canaan Gas/Alleghany Energy (MA-0122) Building explosion involving gas and power	Avrum Levicoff Levicoff, Silk & Deemer Pittsburgh, PA	Defense Circuit Court of Tucker County, West Virginia Civil Action No. 08-C-30	10/6/2009	Morgantown, WV	No-Settled

Rathje v. Southern California Edison/Time Warner Cable (MA-0134) Wildfire alleged due to power and communications contact	Steve J. Joffe Wilson, Elser, Moskowitz, Edelman & Dicker, LLP Los Angeles, CA	Defense Superior Court of the State of California County of Ventura Case No. 56-2009-00360200-CU-EI-VTA and 56-2009-00360306-CU-MC-VTA	12/2/2011	Los Angeles, CA	Yes (Ventura, CA) County of Ventura Superior Court of the State of California Case No. 56-2009-00360200-CU-EI-VTA and 56-2009-00360306-CU-MC-VTA 7/2012
Agriboard v. American Electric Power/Fredna/Kamay (MA-0136) Wildfire alleged due to power line contact	Wolf Puckett Mullin, Hoard Brown, LLP Amarillo, TX	Plaintiff 89 th District Court, Wichita County, Texas Cause No. 171, 631-C	10/11/2011 9/24/2012	Missoula, MT Denver, CO	Yes (Wichita Falls, TX) 89 th District Court Wichita County, Texas Case No: 171, 631-C 6/2014 (Settled during trial)
Chumley v. Duke Energy Indiana Inc. and Comcast Corporation (MA-0152) Garbage truck contact with power service drop	Bradford J. Smith Ken Nunn Law Office Bloomington, IN	Plaintiff Tippecanoe Circuit Court County of Tippecanoe, Indiana Cause No. 79C01-0911-CT-30	3/23/2012	Missoula, MT	No-Settled
State Farm (Rancilio) v. Detroit Edison (MA-0154) Tree contact with service drop	Ed Everhart Everhart Law Firm Grand Rapids, MI	Plaintiff State of Michigan Circuit Court for County of Sanilac Cause No. 10-33406-NZ	6/13/2011	Missoula, MT (Video conference)	No-Settled
Kevin James v. Detroit Edison Company (MA-0189) Communications lineman contacted by power line	David Christensen Gursten, Koltonow, Gursten, Christensen & Raitt, P.C. Farmington Hills, MI	Plaintiff Circuit Court Wayne County, Michigan Case No. 10-012759-NO	6/5/2012	Detroit, MI	No-Settled
Strambler (and various insurers) v. Bluebonnet Electric Cooperative and Asplundh Tree Company (Bastrop) (MA-0207) Wildfire alleged due to trees	Patrick R. Gareis Grotefeld, Hoffman, Schleiter, Gordon, & Ochoa Geneva, IL	Plaintiff District Court Bastrop County, Texas, 21 st Judicial District Case No. 2012-MCF-01	10/2/2014	Austin, TX	No-Settled
Paul Richmond v. Seattle City Light (MA-0218) Sailboat mast contact with power line	Law Firm of Corrie Yackulic Law Firm of Katy Garvin Seattle, WA	Plaintiff Superior Court King County Washington State Case No. 11-2-27635-0SEA	2/1/2013	Missoula, MT	No-Settled
Williams v. Altec Industries and United Electric Coop (MA-0219) Communication lineman contact with power line	Robert Hood Hood Law Firm, LLC Charleston, SC	Defense District Court Johnson County, Texas Cause No. C20100642	5/3/2012	Missoula, MT	No-Settled

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Meany v. Altec (MA-0223) Power Lineman contact with energized tool	Bobby Hood, Jr. Hood Law Firm Charleston, SC	Defense U.S. District Court for the Western District of Kentucky, Louisville Division C.A. No. 3:11-CV-401-S	None	N/A	Yes (Louisville, KY) U.S. District Court for the Western District of Kentucky, Louisville Division C.A. No. 3:11-CV-401-S 4/2014
Niesen v. American Transmission Company (MA-0231) Condemnation review	Steven M. Streck Axley Brynelson, LLP Madison, WI	Defense Circuit Court Branch 9 Dane County Wisconsin Case No. 11-CV-3795 Condemnation Review	8/22/2012	Missoula, MT	No-Settled
Baker v. AT&T and OSMOSE (MA-0236) Pole contact with county road worker	Scott Markowitz DLD Lawyers Ft. Lauderdale, FL	Defense US District Court Northern District of Florida Gainesville Division Case NO. 1:12-cv-00246-SPM-GRJ	5/17/2013	Chicago, IL	No- Settled
Styer/Boggs v. AEP – Ohio (MA-0237) Gutter installer contact with power line	Dino Colombo Colombo & Stuhr Morgantown, WV	Plaintiff Court of Common Pleas of Meigs County, Ohio Case No.: 13-CV-066, 13-CV-067	9/24/2014	Missoula, MT	Case Active
OSTLIE v. Magee/Sun River Electric (MA-0248) Grain auger contact with power line	Thomas Sheehy Sheehy Law Office Big Sandy, MT	Plaintiff Montana Eight Judicial District Court Cascade County Cause No. DDV-12-0260	7/1/2013	Missoula, MT	No-Settled
Withlacoochee Electric v. GLMHP (MA-0249) Land owners' easement dispute	Deborah Ruster & Bart Allen Peterson & Myers, P.A. Winter Haven, FL	Plaintiff Circuit Court in the Sixth Judicial Circuit in and for Pasco County, Florida Case No.: 51-2012-CA-007419-XXXX-WS	None	N/A	Yes (New Port Richey, FL) Circuit Court in the Sixth Judicial Circuit in and for Pasco County, Florida Case No.: 51-2012-CA-007419-XXXX-WS 11/2013
Roderic Peterson v. Western Area Power Administration and the U.S. Department of Energy (MA-0263) Trucker contact with downed power line	Dylan McFarland Milodragovich, Dale, & Steinbrenner, PC Missoula, MT	Plaintiff United States District Court For the District of Montana Missoula Division CV 13-149-M-DLC	12/2/2014	Missoula, MT	No-Settled
Independence Mall v. Delmarva Power (MA-0264) Building fire alleged due to power line fault	Lisa McLaughlin Phillips, Goldman & Spence Wilmington, DE	Defense Superior Court State of Delaware in and for New Castle County C.A. No. N09C-10-281 WCC	None	N/A	Yes (Wilmington, DE) Superior Court State of Delaware in and for New Castle County C.A. No. N09C-10-281 WCC 9/2013

Ghafoorian v. Potomac Electric Power Company (PEPCO) (MA-0270) Downed power line on car	Mark Freeman Freeman & Freeman, P.C. Rockville, MD	Defense Superior Court for the District of Columbia Case No. 2012 CA 009586 B	03/16/2015	Missoula, MT (Video conference)	Case Active
Moore v. Westar Energy (MA-0281) Roofer contact with power line	Roger Fincher Law Office of Roger Fincher Topeka, KS	Plaintiff District Court of Shawnee County, Kansas Case No 13C998/Division 6	12/17/2014	Missoula, MT	Case Active
Rynish v. Altec (MA-0284) Engineer Inspector contact with power line	Bobby Hood, Jr. Hood Law Firm Charleston, SC	Defense U.S. District Court for the Southern District of Florida (Fort Lauderdale) Case No. 9:13-CV-80375-WJZ	08/25/2014	Missoula, MT	Yes (Fort Lauderdale, FL) U.S. District Court for the Southern District of Florida Case No. 9:13-CV-80375-WJZ 6/2015 (Settled during trial)
Gary Smith v. Clark Public Utilities (MA-0295) House mover contact with power line	Nicholas Scarpelli Carney Badley Spellman Seattle, WA	Defense Superior Court for the State of Washington in the County of Clark Case No. 08-2-03709-0	12/10/2014	Missoula, MT (Phone)	No-Settled

Note: I have worked on approximately 150 cases, 25 of which involved depositions and 8 of which have gone to trial. (Updated: 05/12/2015)