Exhibit No.___(BGM-3)
Docket UE-143932
Witness: Bradley G. Mullins

BEFORE THE

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WALLA WALLA COUNTRY CLUB,	)	
	)	
Complainant,	)	DOCKET UE-143932
	)	
v.	)	
	)	
PACIFIC POWER & LIGHT COMPANY,	)	
	)	
	)	
Respondent.	)	
	)	

EXHIBIT NO.___(BGM-3)

EXHIBIT FILING EXCERPTS FROM DOCKET UE-130043

June 24, 2015

Docket UE 001734
Exhibit T-_____ (WGC-T)

BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

PACIFICORP

Rebuttal Testimony of William G. Clemens

August 2002

Q. Are you the same William G. Clemens that submitted prefiled direct testimony on behalf of PacifiCorp in May 2001?

A. Yes.

Q. What is the purpose of your rebuttal testimony?

A. I am sponsoring rebuttal testimony that addresses the July 2001 Direct testimony of staff-witness Henry B. McIntosh.

Q. Are you also providing rebuttal to the July 2001 Reply testimony of Thomas H. Hustad of the Columbia Rural Electric Association, Inc. ("CREA")?

A. No, due to the subject matter of CREA's prefiled testimony. PacifiCorp's application and prefiled testimony asserts that the Company has lost customers to a competitive provider and proposes what PacifiCorp deems an appropriate net removal cost charge to such departing customers. The Reply testimony of Mr. Hustad addresses CREA's franchises in Eastern Washington, whether or not CREA has solicited PacifiCorp's retail customers, the cooperative's policies regarding removal of facilities and whether or not PacifiCorp's proposed net removal cost charges are anticompetitive.

Counsel informs me that while the issues addressed in CREA's prefiled testimony may possibly be relevant to a service territory agreement proceeding before the Commission under RCW 54.48, PacifiCorp does not believe that these factors are relevant to processing the Company's proposed tariffed net removal cost charges. Counsel further informs me that Washington precedent indicates that CREA does not have a substantial interest in rates charged to PacifiCorp customers, nor does the Commission have jurisdiction in a proceeding addressing proposed changes in tariffed rates to consider competition between PacifiCorp and CREA or the impacts of PacifiCorp's rates on CREA's operations. PacifiCorp's position is that the focus in this proceeding is on the appropriateness of PacifiCorp's proposed net removal cost charges, not on whether competition exists, whether competition is good, what CREA's removal policies may be, nor on whether the cooperative is soliciting PacifiCorp customers.

Direct Testimony of Henry B. McIntosh

Q. How does Staff describe its position relative to PacifiCorp's proposed tariffs?

A. Staff proposes an alternative to the language of PacifiCorp's proposed net removal cost charge tariffs in the prefiled testimony of Henry B. McIntosh. Staff believes that PacifiCorp's language is vague, is not expressly limited to govern removal of distribution facilities nor does it define such facilities. McIntosh testimony, pp. 3-4.

Q. What does Staff propose?

A. Staff proposes that a net removal charge be approved, but one different from PacifiCorp's proposal in the following respects:

(a) Staff wishes to clarify that charges only apply to distribution facilities;

(b) Staff proposes that the charges apply to any customer requesting permanent disconnection in circumstances where the facilities will not be reused at that site or when the customer specifically requests that a facility be removed;

(c) Staff's proposal limits and defines the scope of the distribution facilities involved;

(e) Staff's proposal, where possible, states a specific charge for certain applications of the tariff; e.g., $200 for overhead residential and $400 for underground residential removals.

Q. What is the Company's response to Staff's suggested changes to PacifiCorp's proposed Rule 4 in Tariff WNU-74?

A. PacifiCorp believes that Staff's proposals have merit and, subject to minor clarification language described below, the Company will amend its proposed tariff language to reflect Staff's proposals. Staff's proposed language to Rule 4(f) follows with PacifiCorp's suggested minor modification underlined and in italics.

In Rule 4(f) add the following after the existing paragraph on page f.3:

a) When Customer requests Company to permanently disconnect Company's facilities, under circumstances where the facilities would likely not be reused at the same site, Customer shall pay to Company the actual cost for removal less salvage of only those distribution facilities that need to be removed for safety or operational reasons, and only if those facilities were necessary to provide service to Customer. However, the actual cost for removal less salvage charged to Customer making a request under this paragraph shall not include any amount for any distribution facilities located on public easement (other than the meter and overhead or underground service). When the facilities removed by Company are residential overhead service & meter only, the charges shall be $200. When the facilities removed by Company are residential underground service & meter only, the charges shall be $400.

b) When Customer requests Company to permanently disconnect Company's facilities, under circumstances where the facilities would likely not be reused at the same site and Customer also requests Company to remove specific distribution facilities, Customer shall pay to Company the amounts described in paragraph (a) above, as well as the actual cost for removal less salvage of any different distribution facilities Customer requests be removed. Notwithstanding the last sentence of paragraph (a), the actual cost for removal less salvage charged to a Customer making a request under this paragraph may include amounts for distribution facilities located on public easement if Customer specifically requests such facilities be removed.

c) Company shall remove facilities pursuant to paragraph (a) and (b) only to the extent it can do so without an adverse impact on the service provided, or to be provided, to other customers.

In billing for removal of distribution facilities under paragraphs (a) and (b), Company shall charge Customer for the actual cost for removal, less salvage, unless the specific charge stated in paragraph (a) applies. Company shall provide an estimate of such charges to Customer prior to removal of facilities. The Customer shall pay the amount estimated prior to disconnection and removal of facilities. The facilities shall be removed at a date and time convenient to both the Customer and Company. Within 10 business days after removal, Company shall determine the actual cost for removal less salvage, and adjust Customer's estimated bill to that amount *unless the specific charge stated in paragraph (a) applies*.

Q. Is Staff proposing other conditions to PacifiCorp's proposed net removal cost charges?

A. Yes. Staff proposes that the changes to Rule 4 in Tariff WNU-74 bear a "sunset date" of December 31, 2005. PacifiCorp does not object to an established expiration date for the proposed net removal charges thereby placing the burden on the Company to affirmatively come before the Commission to extend or modify the charges.

In addition, Staff proposes that annual reporting requirements be imposed on PacifiCorp that would reflect the number of times the tariff was applied, customer date, nature of request, estimated removal cost and salvage, actual removal cost and salvage, description of facilities removed, and the accounts used to book each transaction. PacifiCorp has no objection to imposition of this reporting condition.

Q. Please summarize the Company's reasoning for proposing implementation of net removal cost charges.

A. The need to remove the facilities is grounded on safety and operational concerns. Certain facilities should be removed to avoid placing electric supplier employees and public safety personnel such as firemen in a potentially harmful situation where duplicative electric distribution facilities are present; some energized, some not.

The reason to impose such costs on departing customers is that these persons cause PacifiCorp to incur the removal costs. The Company believes that it is not fair or reasonable that PacifiCorp be required to absorb such net removal costs or to have an annualized net removal expense incorporated into rates under which remaining customers would shoulder the burden of the removal costs incurred. PacifiCorp maintains that it is sound regulatory policy to impose such costs on the departing customers.

Q. Does that conclude your testimony?

A. Yes.

UE-130043/PacifiCorp
May 2, 2013
Columbia REA Data Request 2.4 – 1st Supplemental

Columbia REA Data Request 2.4

Where facilities have been left in place, identify: (a) the facility and reasons for leaving the facilities in place; (b) address of the installed facilities; and (c) charges, fees or other costs paid by the customer/property owner for the value of the facilities?

1st Supplemental Response to Columbia REA Data Request 2.4

The Company continues to object to this request as unduly burdensome, overly broad, as seeking confidential customer information, and as seeking confidential commercial information concerning business methods that should not be disclosed under RCW 4.24.601. The Company also objects to this request as not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, the Company responds as follows:

The Company interprets this request as asking about facilities that have been left in place after a customer requests a change of service or utility provider. Under the terms of Rule 6.I., Permanent Disconnection and Removal of Company Facilities, the Company does not remove facilities when a customer requests a change of service or utility provider if the facilities serving the customer also provide service to another customer or if there is no safety or operational reason to remove the facilities serving the customer.

In addition, even if there is a safety or operational issue, the Company may negotiate with an individual customer to leave certain facilities in place provided the customer agrees to purchase and assume liability for those facilities. The amount to be paid for the facilities would be negotiated with the customer.

PREPARER: Jennifer Angell

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