

1 UE-132182

2 Documents filed in in this proceeding are available on the Commission website at the
3 following link:

4 <http://www.utc.wa.gov/docs/Pages/DocketLookup.aspx?FilingID=132182>

5 002 Did the Company argue before the United States District Court, Eastern District of
6 Washington, in Case No. CV-13-5101-LRS, that the dispute in that case between the
7 Company and the Club must be resolved by the Commission? If not, please explain.

8 **RESPONSE:** Pacific Power did argue before the United States District Court,
9 Eastern District of Washington, in Case No. CV-13-5101-LRS that the Commission
10 has exclusive and/or primary jurisdiction over the dispute in that case.

11 003 In the same case, did the Company argue that the Commission has exclusive
12 jurisdiction to determine whether the cost quoted by Pacific Power exceeds what is
13 permitted by the Company's Net Removal Tariff, for removal of facilities supplying
14 power to the Club? If not, please explain.

15 **RESPONSE:** Pacific Power did argue before the United States District Court,
16 Eastern District of Washington, in Case No. CV-13-5101-LRS that the Commission
17 has exclusive and/or primary jurisdiction to determine whether the cost quoted
18 exceeds what is permitted by the Net Removal Tariff.

19 004 Does the Company agree that Rule 6, Section I of its Net Removal Tariff states the
20 costs and conditions under which a customer is required to pay for facility removal
21 associated with permanent disconnection? If not, please explain.

22 **RESPONSE:** Pacific Power objects to this DR, as the Net Removal Tariff speaks for
23 itself. Notwithstanding this objection, Pacific Power agrees that Rule 6, Section I of
24 its Net Removal Tariff, provides information regarding the costs and conditions under
25 which a customer is required to pay for facilities removal associated with permanent
26 disconnection, but must be construed together with safety standards and codes such
as, but not limited to, the National Electric Safety Code, municipal requirements, as
well as company standards and policies.

005 Please refer to the Answer to Complaint ("Answer") ¶ 11. Please provide
explanation and support for the statement that, in July 2012, the Company responded
to an inquiry from the Club regarding the disconnection of "only a portion of the
electric utility service to Complainant's properties."

1 **RESPONSE:** A groundskeeper from the Walla Walla Country Club called the
 2 Pacific Power Business Center and made a request for removal of five meters. Pacific
 3 Power representative Bill Clemens spoke to the groundskeeper to obtain additional
 4 information. Mr. Clemens learned that Columbia Rural Electric Association (CREA)
 5 had solicited the Walla Walla Country Club to switch electric service providers. The
 6 groundskeeper advised Mr. Clemens that CREA had performed a rate analysis which
 7 indicated that CREA could provide less expensive service to five of the Walla Walla
 8 Country Club's nine meters. Pacific Power then generated a very rough estimate of
 9 \$19,581 for the permanent disconnection of only a portion of the facilities, namely
 10 those associated with the five meters.

11 006 Please refer to Answer ¶ 11. Please provide explanation and support for the
 12 Company's "preliminary estimate of \$19,581," including the components,
 13 calculation, and rationale behind that estimate amount.

14 **RESPONSE:** Please see the response to the immediately preceding DR and the
 15 documents attached as **Exhibit A.**

16 007 Please refer to Answer ¶¶ 11, 14. Please provide explanation and support for the
 17 432% estimate increase between July 2012 and January 2013 (\$19,581 to \$104,176).

18 **RESPONSE:** The January 2013 estimate in the amount of \$104,176 included
 19 contractor cost for removal of buried facilities and net book value. The July 2012
 20 estimate in the amount of \$19,581 did not include those items. Further, the July 2012
 21 estimate only addressed five meters.

22 008 Please refer to Answer ¶ 13. Please provide explanation and support for the
 23 statement that removal of facilities was "required by the governing tariff," including
 24 any and all studies to determine that facilities: a) need to be removed for safety
 25 reasons; b) need to be removed for operational reasons; and c) were necessary to
 26 provide service to the Club.

RESPONSE: Objection – this DR is vague and misleading, with use of the
 conjunction "and" which might erroneously imply that both safety and operational
 reasons must exist before a customer is required to pay for removal of facilities upon
 permanent disconnection. In accordance with WAC 296-45-045 and the National
 Electric Safety Code, Part 3, lines and equipment permanently abandoned shall be
 removed or maintained in a safe condition. Removal of facilities upon permanent
 disconnection eliminates future and perpetual liability for maintaining those facilities
 in a safe condition. Pacific Power's remaining customer base should not be saddled
 with the cost or risk of maintaining the abandoned facilities in a safe condition.

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BEFORE THE WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

THE WALLA WALLA COUNTRY CLUB,

Complainant,

vs.

PACIFIC POWER & LIGHT COMPANY, a
division of PACIFICORP,

Respondent.

Docket No. UE-143932

RESPONSES TO COMPLAINANT'S
THIRD SET OF DATA REQUESTS

GENERAL RESPONSE

Respondent Pacific Power & Light Company (Pacific Power) responds to Complainant's Third Set of Data Requests. The responses herein are based upon information obtained to date. Accordingly, Pacific Power expressly reserves the right to supplement or revise its responses, if necessary.

RESPONSES AND OBJECTIONS

058 Please refer to Pacific Power's Response to Club Data Request ("DR") 005, in which the Company states its July 2012 estimate of \$19,581 was for "a portion of the facilities, namely those associated with the five meters." Please explain what the Company means by "facilities ... associated with the five meters" (i.e., facilities distinct from the meters).

RESPONSE: As set forth in the responses to a number of prior data requests, Pacific Power provided a rough preliminary estimate of \$19,581 for the permanent disconnection of only a portion of the facilities, namely only those associated with five meters. The referenced facilities included a pole, primary and secondary wire of various lengths, three transformers, three vaults and the five meters. Again, as stated in response to a number of prior data requests, the rough preliminary estimate was provided to Complainant as a courtesy and based on a very cursory scan of the premises. It did not include the cost of removing conduit, nor did it include Net Book Value.

RESPONSES TO COMPLAINANT'S THIRD SET OF
DATA REQUESTS - 1

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
1420 5th Avenue, Suite 3400
Seattle, WA 98101-4010
Telephone: 206.622.1711



Columbia REA

July 2, 2012

Total - 2011 Pacific Power bill: \$67,717.86	Total - Columbia REA rates: \$61,876.76	75% Off-Peak pump usage: \$57,222.64	Total Off-Peak pump usage: \$55,671.26
Savings -	(\$5,841.10) <u>-8.63%</u>	(\$10,495.22) <u>-16.96%</u>	(\$12,046.60) <u>-21.05%</u>