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BEFORE THE
PUBLIC UTILITY COMMISSION OF OREGON

COLUMBIA BASIN ELECTRIC
COOPERATIVE, INC., an Oregon cooperative
corporation,

Complainant,

v.

PACIFICORP, dba Pacific Power, an Oregon
business corporation,

Defendant,

and

NORTH HURLBURT WIND, LLC, a foreign
limited liability company,

Defendant.

Docket No. UM 1670

**ANSWER AND AFFIRMATIVE
DEFENSES OF DEFENDANT NORTH
HURLBURT WIND, LLC**

In answer to the Complaint filed by Columbia Basin Electric Cooperative, Inc. (“the Cooperative”), Defendant North Hurlburt Wind, LLC (“North Hurlburt”) hereby admits, denies and alleges as follows:

INTRODUCTION

North Hurlburt denies the Complaint’s assertion, as summarized in the Cooperative’s “Introduction” paragraph, that North Hurlburt is providing electrical services, either in violation of state law and rules or otherwise. North Hurlburt accordingly requests the Oregon Public Utility Commission (the “Commission”) deny the Cooperative the relief requested.

///

1 **PRELIMINARY MATTERS**

2 North Hurlburt requests that copies of all pleadings and other correspondence in this
3 matter be served on North Hurlburt’s counsel as provided below:

4 John A. Cameron, OSB #92873
5 Derek D. Green, OSB #042960
6 Davis Wright Tremaine LLP
7 1300 SW Fifth Avenue, Suite 2400
8 Portland, OR 97201
9 Phone: 503-241-2300
10 Fax: 503-778-5299
11 Email: johncameron@dwt.com
12 Email: derekgreen@dwt.com

13 **IDENTITY OF THE PARTIES**

14 1. North Hurlburt admits, on information and belief, that Defendant PacifiCorp
15 provides electric utility services in various areas of Oregon but is without sufficient information
16 to form a belief as to the truth of the remaining factual allegations and on that basis denies them.
17 To the extent the remaining allegations call for a legal conclusion, no answer is required and
18 North Hurlburt denies those allegations on that basis.

19 2. Contact information for North Hurlburt through counsel is provided above. North
20 Hurlburt otherwise admits the allegations in paragraph 2.

21 3. North Hurlburt admits, on information and belief, that the Cooperative is
22 registered as a cooperative in Oregon as alleged, but is without sufficient information to form a
23 belief as to the truth of the remaining factual allegations and on that basis denies them. To the
24 extent the remaining allegations call for a legal conclusion, no answer is required and North
25 Hurlburt denies those allegations on that basis.

26 4. The allegations in paragraph 4 contain legal conclusions to which no answer is
required, and on that basis North Hurlburt denies them.

5. The allegations in paragraph 5 contain legal conclusions to which no answer is
required, and on that basis North Hurlburt denies them.

FACTUAL BACKGROUND

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6. North Hurlburt is without information sufficient to form a belief as to the truth of the allegations contained in paragraph 6, except that the content of the referenced Order speaks for itself.

7. North Hurlburt is without information sufficient to form a belief as to the truth of the allegations contained in paragraph 7, except that the content of the referenced document speaks for itself.

8. North Hurlburt denies the allegations in paragraph 8.

9. The allegations in paragraph 9 contain legal conclusions to which no answer is required, and on that basis North Hurlburt denies them.

10. North Hurlburt admits the allegations in paragraph 10.

11. The contents of the Order referenced in paragraph 11 speak for itself.

12. The allegations in paragraph 12 contain legal conclusions to which no answer is required, and on that basis North Hurlburt denies them. To the extent plaintiff's allegations reference a document, the document speaks for itself.

13. The allegations in paragraph 13 contain legal conclusions to which no answer is required, and on that basis North Hurlburt denies them. To the extent plaintiff's allegations reference a document, the document speaks for itself.

14. The allegations in paragraph 14 contain legal conclusions to which no answer is required, and on that basis North Hurlburt denies them. To the extent plaintiff's allegations reference a document, the document speaks for itself.

15. The allegations in paragraph 15 reference a writing that speaks for itself.

16. The allegations in paragraph 16 reference a writing that speaks for itself.

17. The allegations in paragraph 17 reference a writing that speaks for itself. North Hurlburt denies that the Cooperative has interpreted the writing correctly.

///

1 **LEGAL CLAIMS**

2 **Answer to First Claim for Relief**

3 18. North Hurlburt incorporates its answers to paragraph 1-17 above.

4 19. The allegation in paragraph 19 contains a legal conclusion to which no answer is
5 required, and references a statute that speaks for itself.

6 20. North Hurlburt denies the allegations in paragraph 20.

7 21. North Hurlburt denies the allegations in paragraph 21.

8 22. North Hurlburt denies the allegations in paragraph 22.

9 **Answer to Second Claim for Relief**

10 23. North Hurlburt incorporates its answers to paragraphs 1-22.

11 24. The allegations in paragraph 24 reference a document that speaks for itself.

12 25. North Hurlburt denies the allegations in paragraph 25.

13 **Answer to Third Claim for Relief**

14 26. North Hurlburt incorporates its answers to paragraphs 1-25.

15 27. The allegation in paragraph 26 contains a legal conclusion to which no answer is
16 required, and references a statute that speaks for itself.

17 28. North Hurlburt denies the allegations in paragraph 28.

18 29. North Hurlburt denies the allegations in paragraph 29

19 30. North Hurlburt denies the allegations in paragraph 30.

20 **Answer to Fourth Claim for Relief**

21 31. North Hurlburt incorporates its answers to paragraph 1-30.

22 32. The allegations in paragraph 32 reference a document that speaks for itself.

23 33. North Hurlburt denies the allegations in paragraph 33.

24 34. Except as expressly admitted above, North Hurlburt denies each and every
25 allegation contained in the Complaint.

26 ///

1 **AFFIRMATIVE DEFENSES**

2 35. By alleging the following affirmative defenses, North Hurlburt is not in any way
3 agreeing or conceding that it has the burden of proof or the burden of persuasion on these issues.

4 **FIRST AFFIRMATIVE DEFENSE**

5 **(Failure to State a Claim)**

6 36. The Cooperative’s Complaint fails to state a claim upon which relief can be
7 granted.

8 **SECOND AFFIRMATIVE DEFENSE**

9 **(Lack of Jurisdiction)**

10 37. The Commission lacks jurisdiction over North Hurlburt.

11 **THIRD AFFIRMATIVE DEFENSE**

12 **(Statute of Limitations)**

13 38. The Cooperative’s claims are barred, in whole or in part, by the statutes of
14 limitations applicable to claims brought under the ORS Chapters 756 and 758.

15 **FOURTH AFFIRMATIVE DEFENSE**

16 **(Laches)**

17 39. For more than three years, the Cooperative has had full knowledge or notice of
18 the necessary facts to assert its purported rights, but failed to do. Such facts were available for
19 public review and comment by the Cooperative in proceedings before the Oregon Energy
20 Facility Siting Council (“EFSC”) concerning the Shepherds Flat North, Shepherds Flat Central
21 and Shepherds Flat South wind energy facilities. In pursuing its siting application before EFSC,
22 and in complying with the Site Certificate subsequently adopted by EFSC, North Hurlburt
23 reasonably relied on the Cooperative’s conduct, or inaction, in pursuing its business.

24 40. The Cooperative’s claims are barred, in whole or in part, by the doctrine of laches.

25 ///

26 ///

1 **FIFTH AFFIRMATIVE DEFENSE**

2 **(Waiver/Acquiescence)**

3 40. The Cooperative's claims are barred, in whole or in part, by the doctrines of
4 waiver and acquiescence due to the Cooperative's conduct referenced above.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **(Estoppel)**

7 41. The Cooperative is equitably estopped from raising its claims against North
8 Hurlburt due to the Cooperative's conduct referenced above.

9 **SEVENTH AFFIRMATIVE DEFENSE**

10 **(Collateral Attack on Decisions of EFSC)**

11 43. To the extent the Cooperative seeks to provide electric service by means of
12 transmission facilities not specified under the Site Certificate issued on September 11, 2009, by
13 EFSC for the Shepherds Flat South and Shepherds Flat Central wind energy resources, it seeks
14 Commission action that would conflict with the Site Certificate in violation of ORS 469.401(3).

15 **EIGHTH AFFIRMATIVE DEFENSE**

16 **(Duplication of Utility Facilities)**

17 44. To the extent the Cooperative seeks to provide electric service by means of new
18 utility transmission facilities, it seeks Commission action that would result in the duplication of
19 utility facilities, in violation of the law and policy enunciated in ORS 758.405.

20 **NINTH AFFIRMATIVE DEFENSE**

21 **(Violation of Exclusive Service Territory)**

22 44. To the extent the Cooperative seeks to provide electric service by means of
23 existing utility transmission facilities, such offer or extension would violate ORS 758.450(2) as a
24 violation of the exclusive territorial allocation of Defendant Pacific Power.

25 ///

26 ///

1 **TENTH AFFIRMATIVE DEFENSE**

2 **(Uneconomic Service)**

3 45. Electric service from the Cooperative would produce an anti-consumer result, in
4 violation of the law and policy enunciated in ORS 758.405, because the rates that would be
5 imposed by the Cooperative are considerably higher than the rate now being charged by Pacific
6 Power.

7 **ELEVENTH AFFIRMATIVE DEFENSE**

8 **(Justification)**

9 45. North Hurlburt's actions were justified by business necessity and its regulatory
10 obligations pursuant to the EFSC Site Certificate referenced above.

11 47. North Hurlburt reserves the right to amend this pleading and to assert and rely on
12 additional affirmative defenses that become available or discovered during the progression of
13 this contested case.

14 WHEREFORE, having fully answered the Complaint, North Hurlburt requests that the
15 Commission:

- 16 A. dismiss the Complaint;
17 B. deny the Cooperative all relief requested in the Complaint; and
18 C. grant North Hurlburt such other relief as the Commission deems just and proper.

19 DATED this 19th day of September, 2013.

20 DAVIS WRIGHT TREMAINE LLP

21
22 By s/ Derek D. Green

23 John A. Cameron, OSB #92873
24 Derek D. Green, OSB #042960
25 Phone: 503-241-2300
26 Fax: 503-778-5299
Email: johncameron@dwt.com
Email: derekgreen@dwt.com

Of Attorneys for Defendant North Hurlburt Wind, LLC

1 CERTIFICATE OF SERVICE

2 DOCKET NO. UM 1670

3 I hereby certify that on September 19, 2013, the original and five (5) true and correct copies of
4 the following document

5 **ANSWER AND AFFIRMATIVE DEFENSES OF**
6 **DEFENDANT NORTH HURLBURT WIND, LLC**

7 were sent by email and first-class mail to:

8 Public Utility Commission of Oregon
9 3930 Fairview Industrial Drive SE
10 PO Box 1088
Salem, OR 97308-1088
E-mail: puc.filingcenter@state.or.us

11 On the same date, a true and correct copy was served by electronic mail to the following:

12 jdelgado@caithnessenergy.com; pat.egan@pacificorp.com; ryan.flynn@pacificorp.com;
13 jerryh@columbiabasin.cc; kindleylaw@comcast.net

14 On the same date, a true and correct copy was sent by regular U.S. Mail, postage prepaid, to the
15 following:

16 CT Corporation System, Registered Agent
17 Pacificorp dba Pacific Power & Light Company
388 State Street, Suite 420
Salem, OR 97301-3581

18 DATED this 19th day of September, 2013.
19

20 s/ Derek D. Green
21 John A. Cameron
22 Derek D. Green
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COLUMBIA BASIN ELECTRIC
COOPERATIVE, INC., an Oregon cooperative
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Complainant,

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NORTH HURLBURT WIND, LLC, a foreign
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Docket No. UM 1670

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4 John A. Cameron, OSB #92873
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6 Davis Wright Tremaine LLP
7 1300 SW Fifth Avenue, Suite 2400
8 Portland, OR 97201
9 Phone: 503-241-2300
10 Fax: 503-778-5299
11 Email: johncameron@dwt.com
12 Email: derekgreen@dwt.com

13 **IDENTITY OF THE PARTIES**

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15 provides electric utility services in various areas of Oregon but is without sufficient information
16 to form a belief as to the truth of the remaining factual allegations and on that basis denies them.
17 To the extent the remaining allegations call for a legal conclusion, no answer is required and
18 North Hurlburt denies those allegations on that basis.

19 2. Contact information for North Hurlburt through counsel is provided above. North
20 Hurlburt otherwise admits the allegations in paragraph 2.

21 3. North Hurlburt admits, on information and belief, that the Cooperative is
22 registered as a cooperative in Oregon as alleged, but is without sufficient information to form a
23 belief as to the truth of the remaining factual allegations and on that basis denies them. To the
24 extent the remaining allegations call for a legal conclusion, no answer is required and North
25 Hurlburt denies those allegations on that basis.

26 4. The allegations in paragraph 4 contain legal conclusions to which no answer is
required, and on that basis North Hurlburt denies them.

5. The allegations in paragraph 5 contain legal conclusions to which no answer is
required, and on that basis North Hurlburt denies them.

FACTUAL BACKGROUND

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6. North Hurlburt is without information sufficient to form a belief as to the truth of the allegations contained in paragraph 6, except that the content of the referenced Order speaks for itself.

7. North Hurlburt is without information sufficient to form a belief as to the truth of the allegations contained in paragraph 7, except that the content of the referenced document speaks for itself.

8. North Hurlburt denies the allegations in paragraph 8.

9. The allegations in paragraph 9 contain legal conclusions to which no answer is required, and on that basis North Hurlburt denies them.

10. North Hurlburt admits the allegations in paragraph 10.

11. The contents of the Order referenced in paragraph 11 speak for itself.

12. The allegations in paragraph 12 contain legal conclusions to which no answer is required, and on that basis North Hurlburt denies them. To the extent plaintiff's allegations reference a document, the document speaks for itself.

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15. The allegations in paragraph 15 reference a writing that speaks for itself.

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17. The allegations in paragraph 17 reference a writing that speaks for itself. North Hurlburt denies that the Cooperative has interpreted the writing correctly.

///

1 **LEGAL CLAIMS**

2 **Answer to First Claim for Relief**

3 18. North Hurlburt incorporates its answers to paragraph 1-17 above.

4 19. The allegation in paragraph 19 contains a legal conclusion to which no answer is
5 required, and references a statute that speaks for itself.

6 20. North Hurlburt denies the allegations in paragraph 20.

7 21. North Hurlburt denies the allegations in paragraph 21.

8 22. North Hurlburt denies the allegations in paragraph 22.

9 **Answer to Second Claim for Relief**

10 23. North Hurlburt incorporates its answers to paragraphs 1-22.

11 24. The allegations in paragraph 24 reference a document that speaks for itself.

12 25. North Hurlburt denies the allegations in paragraph 25.

13 **Answer to Third Claim for Relief**

14 26. North Hurlburt incorporates its answers to paragraphs 1-25.

15 27. The allegation in paragraph 26 contains a legal conclusion to which no answer is
16 required, and references a statute that speaks for itself.

17 28. North Hurlburt denies the allegations in paragraph 28.

18 29. North Hurlburt denies the allegations in paragraph 29

19 30. North Hurlburt denies the allegations in paragraph 30.

20 **Answer to Fourth Claim for Relief**

21 31. North Hurlburt incorporates its answers to paragraph 1-30.

22 32. The allegations in paragraph 32 reference a document that speaks for itself.

23 33. North Hurlburt denies the allegations in paragraph 33.

24 34. Except as expressly admitted above, North Hurlburt denies each and every
25 allegation contained in the Complaint.

26 ///

1 **AFFIRMATIVE DEFENSES**

2 35. By alleging the following affirmative defenses, North Hurlburt is not in any way
3 agreeing or conceding that it has the burden of proof or the burden of persuasion on these issues.

4 **FIRST AFFIRMATIVE DEFENSE**

5 **(Failure to State a Claim)**

6 36. The Cooperative’s Complaint fails to state a claim upon which relief can be
7 granted.

8 **SECOND AFFIRMATIVE DEFENSE**

9 **(Lack of Jurisdiction)**

10 37. The Commission lacks jurisdiction over North Hurlburt.

11 **THIRD AFFIRMATIVE DEFENSE**

12 **(Statute of Limitations)**

13 38. The Cooperative’s claims are barred, in whole or in part, by the statutes of
14 limitations applicable to claims brought under the ORS Chapters 756 and 758.

15 **FOURTH AFFIRMATIVE DEFENSE**

16 **(Laches)**

17 39. For more than three years, the Cooperative has had full knowledge or notice of
18 the necessary facts to assert its purported rights, but failed to do. Such facts were available for
19 public review and comment by the Cooperative in proceedings before the Oregon Energy
20 Facility Siting Council (“EFSC”) concerning the Shepherds Flat North, Shepherds Flat Central
21 and Shepherds Flat South wind energy facilities. In pursuing its siting application before EFSC,
22 and in complying with the Site Certificate subsequently adopted by EFSC, North Hurlburt
23 reasonably relied on the Cooperative’s conduct, or inaction, in pursuing its business.

24 40. The Cooperative’s claims are barred, in whole or in part, by the doctrine of laches.

25 ///

26 ///

1 **FIFTH AFFIRMATIVE DEFENSE**

2 **(Waiver/Acquiescence)**

3 40. The Cooperative's claims are barred, in whole or in part, by the doctrines of
4 waiver and acquiescence due to the Cooperative's conduct referenced above.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **(Estoppel)**

7 41. The Cooperative is equitably estopped from raising its claims against North
8 Hurlburt due to the Cooperative's conduct referenced above.

9 **SEVENTH AFFIRMATIVE DEFENSE**

10 **(Collateral Attack on Decisions of EFSC)**

11 43. To the extent the Cooperative seeks to provide electric service by means of
12 transmission facilities not specified under the Site Certificate issued on September 11, 2009, by
13 EFSC for the Shepherds Flat South and Shepherds Flat Central wind energy resources, it seeks
14 Commission action that would conflict with the Site Certificate in violation of ORS 469.401(3).

15 **EIGHTH AFFIRMATIVE DEFENSE**

16 **(Duplication of Utility Facilities)**

17 44. To the extent the Cooperative seeks to provide electric service by means of new
18 utility transmission facilities, it seeks Commission action that would result in the duplication of
19 utility facilities, in violation of the law and policy enunciated in ORS 758.405.

20 **NINTH AFFIRMATIVE DEFENSE**

21 **(Violation of Exclusive Service Territory)**

22 44. To the extent the Cooperative seeks to provide electric service by means of
23 existing utility transmission facilities, such offer or extension would violate ORS 758.450(2) as a
24 violation of the exclusive territorial allocation of Defendant Pacific Power.

25 ///

26 ///

1 **TENTH AFFIRMATIVE DEFENSE**

2 **(Uneconomic Service)**

3 45. Electric service from the Cooperative would produce an anti-consumer result, in
4 violation of the law and policy enunciated in ORS 758.405, because the rates that would be
5 imposed by the Cooperative are considerably higher than the rate now being charged by Pacific
6 Power.

7 **ELEVENTH AFFIRMATIVE DEFENSE**

8 **(Justification)**

9 45. North Hurlburt's actions were justified by business necessity and its regulatory
10 obligations pursuant to the EFSC Site Certificate referenced above.

11 47. North Hurlburt reserves the right to amend this pleading and to assert and rely on
12 additional affirmative defenses that become available or discovered during the progression of
13 this contested case.

14 WHEREFORE, having fully answered the Complaint, North Hurlburt requests that the
15 Commission:

- 16 A. dismiss the Complaint;
17 B. deny the Cooperative all relief requested in the Complaint; and
18 C. grant North Hurlburt such other relief as the Commission deems just and proper.

19 DATED this 19th day of September, 2013.

20 DAVIS WRIGHT TREMAINE LLP

21
22 By s/ Derek D. Green

23 John A. Cameron, OSB #92873
24 Derek D. Green, OSB #042960
25 Phone: 503-241-2300
26 Fax: 503-778-5299
Email: johncameron@dwt.com
Email: derekgreen@dwt.com

Of Attorneys for Defendant North Hurlburt Wind, LLC

1 CERTIFICATE OF SERVICE

2 DOCKET NO. UM 1670

3 I hereby certify that on September 19, 2013, the original and five (5) true and correct copies of
4 the following document

5 **ANSWER AND AFFIRMATIVE DEFENSES OF**
6 **DEFENDANT NORTH HURLBURT WIND, LLC**

7 were sent by email and first-class mail to:

8 Public Utility Commission of Oregon
9 3930 Fairview Industrial Drive SE
10 PO Box 1088
Salem, OR 97308-1088
E-mail: puc.filingcenter@state.or.us

11 On the same date, a true and correct copy was served by electronic mail to the following:

12 jdelgado@caithnessenergy.com; pat.egan@pacificorp.com; ryan.flynn@pacificorp.com;
13 jerryh@columbiabasin.cc; kindleylaw@comcast.net

14 On the same date, a true and correct copy was sent by regular U.S. Mail, postage prepaid, to the
15 following:

16 CT Corporation System, Registered Agent
17 Pacificorp dba Pacific Power & Light Company
388 State Street, Suite 420
Salem, OR 97301-3581

18 DATED this 19th day of September, 2013.
19

20 s/ Derek D. Green
21 John A. Cameron
22 Derek D. Green
23
24
25
26



Suite 2400
1300 SW Fifth Avenue
Portland, OR 97201-5610

Derek D. Green
(503) 778-5264 tel
(503) 778-5299 fax

derekgreen@dwt.com

September 19, 2013

Via Email and US Mail

Public Utility Commission of Oregon
3930 Fairview Industrial Drive SE
PO Box 1088
Salem, OR 97308-1088

Re: Columbia Basin Electric Cooperative, Inc. v. PacifiCorp and North Hurlburt Wind, LLC
Docket No. UM 1670

Dear Sir/Madam:

Enclosed is the original plus five copies of Defendant North Hurlburt Wind, LLC's Answer and Affirmative Defenses in the above-referenced matter.

Please contact me should you have any questions.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in black ink, appearing to read 'Derek D. Green', with a long horizontal line extending to the right.

Derek D. Green

Enclosures

cc (via email): J. Delgado, North Hurlburt Wind LLC
Pat Egan, Pacific Power
Ryan Flynn, PacifiCorp dba Pacific Power
Jerry Healy, Columbia Basin Electric Cooperative Inc.
Raymond Kindley, Kindley Law PC

cc (via mail): CT Corporation System, as Registered Agent for
PacifiCorp dba Pacific Power & Light Company

DWT 22630369v1 0084118-000016

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