

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UM 1670

In the Matter of

COLUMBIA BASIN ELECTRIC  
COOPERATIVE, INC.,

Complainant;

vs.

PACIFICORP, dba PACIFIC POWER,  
NORTH HURLBURT WIND, LLC,  
SOUTH HURLBURT WIND, LLC,  
HORSESHOE BEND WIND, LLC,  
and CAITHNESS SHEPHERDS FLAT,  
LLC.

Defendants.

RULING

DISPOSITION: DISCOVERY REQUESTS DENIED IN PART AND  
GRANTED IN PART

On September 26, 2014, a discovery conference was held to discuss data requests submitted by the complainant and contested by defendants North Hurlburt Wind, LLC, and Caithness Shepherds Flat, LLC. This ruling addresses each disputed data request in the order discussed at the conference.

Columbia Basin seeks an additional layer on the confidential map to depict shared property rights. I will deny this request because Columbia Basin may make its argument regarding jointly owned facilities by simply explaining the joint ownership arrangements, and without an illustrative map on the point.

Columbia Basin requests a copy of the Parent LLC Agreement in order to further understand which entity is responsible for the wind projects and the roles of each entity. I will deny this request because I do not believe it will provide relevant information beyond the agreements (such as the Administrative Management Agreement) that I have already required Caithness to produce.

Columbia Basin asks for a copy of the Balance of Plant Agreement so that it can discover additional information regarding how the wind projects work together. Caithness objects stating that this is a construction contract, and that producing it with amendments will require another 1000 pages of document review. I will deny this request because the burden of producing the documents outweighs any potential value they may have. Columbia Basin has not shown that these documents provide important information that is relevant at this late stage of discovery.

Columbia Basin asks for the location where title to electric power transfers from Caithness to each wind project. Caithness states that this is a legal conclusion. I agree with Caithness that this information is likely a legal conclusion. However, to the extent that Caithness has any contracts or agreements that state where title to electric power transfers from Caithness to the wind projects, and Caithness intends to use those contracts or agreements as evidence for its case, it is required to produce them.

Columbia Basin requests documents concerning Caithness' request of power from Columbia Basin in 2010. I will deny this request as duplicative with the request that Caithness is responding to by Tuesday, discussed below.

Columbia Basin requests information regarding Pacific Power's assertion that it has the right to serve the wind projects. I will deny this request because it is closely related to a similar request that I already required Caithness to answer in my July ruling, and Caithness' previous answer should have produced any available, relevant information.

Columbia Basin asks for information regarding why Caithness did not proceed with arranging service from Columbia Basin in 2012. I will deny this request because it is not directly relevant to the claims alleged in Columbia Basin's complaint, mainly that defendants are providing service in Columbia Basin's exclusive service territory.

Columbia Basin seeks information regarding its alleged denial of service to the wind projects. To the extent that Caithness has this information and plans to use it in its summary judgment motion, it must provide it to Columbia Basin.

Regarding Columbia Basin's September 9, 2014, requests, numbered 3, 5, and 11, Caithness has committed to providing any responsive documents by Tuesday, September 30, 2014. This ruling orders Caithness to meet that deadline.

Dated this 29th day of September, 2014, at Salem, Oregon.



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Sarah Rowe  
Administrative Law Judge