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April 6, 2016

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-1166

Attn: Filing Center

RE: UM 1742—PacifiCorp's Motion to Suspend the Procedural Schedule and Hold Proceeding in Abeyance – Expedited Consideration Requested

PacifiCorp d/b/a Pacific Power encloses for filing in the above-referenced docket its Motion to Suspend the Procedural Schedule and Hold Proceeding in Abeyance – Expedited Consideration Requested.

If you have questions about this filing, please contact Erin Apperson, Manager of Regulatory Affairs, at (503) 813-6642.

Sincerely,

R. Bryce Dalley
Vice President, Regulation

Enclosure

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of PacifiCorp's Motion to Suspend Procedural Schedule and Hold Proceeding in Abeyance on the parties listed below overnight delivery in compliance with OAR 860-001-0180.

UM 1742

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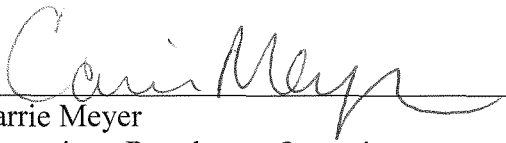
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Dated this 6th day of April 2016.


Carrie Meyer
Supervisor, Regulatory Operations

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

SURPRISE VALLEY
ELECTRIFICATION CORP.,
Complainant

v.

PACIFICORP d/b/a PACIFIC POWER,
Respondent.

PACIFICORP'S MOTION TO
SUSPEND PROCEDURAL
SCHEDULE AND HOLD
PROCEEDINGS IN ABEYANCE

Expedited Consideration Requested

PacifiCorp d/b/a Pacific Power (PacifiCorp) hereby asks the Public Utility Commission of Oregon (Commission) to immediately suspend the procedural schedule in this docket and hold these proceedings in abeyance to give the Federal Energy Regulatory Commission (FERC) an opportunity to resolve key threshold issues in this docket. Surprise Valley Electrification Corporation's (Surprise Valley) pleadings, testimony, discovery requests, and discovery responses have increasingly made clear that this case involves consideration of transmission and delivery issues and an interpretation of the Public Utility Regulatory Policies Act of 1978 (PURPA) that would be more appropriately resolved by FERC. If this motion is granted, PacifiCorp will file a request for relief at FERC within sixty days of a ruling holding these proceedings in abeyance.

Because PacifiCorp's rebuttal testimony is due April 26, 2016, PacifiCorp respectfully requests an immediate suspension of the procedural schedule pending resolution of this motion.

PacifiCorp also requests that, in accordance with OAR 860-001-0420(6)(c), the time for responses and if applicable, replies, be shortened to allow for a Commission order on this motion

UM 1742 PACIFICORP'S MOTION TO SUSPEND PROCEDURAL SCHEDULE AND HOLD
PROCEEDING IN ABEYANCE

as soon as reasonably practicable. In the alternative, if the Commission believes further briefing regarding this motion is necessary, PacifiCorp requests that the Commission establish a separate briefing schedule for addressing the FERC jurisdictional transmission issues raised in this motion.

Under OAR 860-001-0420(2) and OAR 860-001-420(6), counsel for PacifiCorp contacted Surprise Valley's counsel regarding this motion, and he has indicated that Surprise Valley objects to this motion.

I. BACKGROUND

PURPA is federal law, and FERC retains significant authority when issuing rules interpreting its provisions, although PURPA leaves implementation of these rules largely to the states.¹ As this proceeding has evolved, it has become increasingly apparent that key elements of the dispute will turn on threshold questions relating to a qualifying facility's (QF) delivery obligations under PURPA. Specifically, as explained below, it appears that resolution of Surprise Valley's complaint will hinge on a threshold finding of whether Surprise Valley's power delivery proposal raises *any* mandatory purchase obligation under PURPA in the first instance.

PURPA requires a utility to purchase the net output of a QF directly interconnected to the utility. A QF and the interconnected utility, however, can agree to transmit the QF's net output, minus losses, to another utility, in which case, the mandatory purchase obligation transfers from

¹ See, e.g., 16 U.S.C. § 824a-3(f)(1) ("Beginning on or before the date one year after any rule is prescribed by [FERC] under subsection (a) or revised under such subsection, each State regulatory authority shall, after notice and opportunity for public hearing, implement such rule (or revised rule) for each electric utility for which it has ratemaking authority.").

the directly interconnected utility to the indirectly interconnected, purchasing utility.² FERC has repeatedly held that PURPA obligates an indirectly interconnected, purchasing utility to purchase a QF's net output, so long as the QF can deliver its power to the utility's system.³ Surprise Valley's complaint filed on June 22, 2015 (Complaint) provided very little detail regarding delivery arrangements it had in place to move the net output from the Paisley geothermal facility (Paisley) to PacifiCorp's transmission system.⁴

Surprise Valley's First Motion to Compel,⁵ followed by its data requests, testimony, and subsequent discovery responses, indicate that Surprise Valley anticipates using a "power swap" or "displacement" theory to deliver power to PacifiCorp's system. Under this theory, in lieu of making firm transmission arrangements to deliver Paisley's power to PacifiCorp's system or directly interconnecting with PacifiCorp's system, the net output of Paisley would instead be consumed by Surprise Valley's load. Surprise Valley proposes, however, to theoretically make a portion of the power it purchases from Bonneville Power Administration (Bonneville or BPA)

² See, e.g., 18 C.F.R. § 292.303(d).

³ See, e.g., *Kootenai Elec. Coop., Inc.*, 143 FERC ¶ 61,232 at P 33 (2013) ("A utility is obligated under PURPA to purchase the output of a QF as long as the QF can deliver its power to the utility.") (citing *Pub. Serv. Co. of N.H. v. N.H. Elec. Coop., Inc.*, 83 FERC ¶ 61,224 at 61,998 (1998) ("Instead, section 210(a) of PURPA provides generally that electric utilities must offer to purchase electric energy from any QF that can deliver power to the utility."); see also, *Pioneer Wind Park I, LLC*, 145 FERC ¶ 61,215 at P 38 (2013) (QF must "deliver[] energy to the point of interconnection by the QF with that purchasing utility," at which point the purchasing utility must take the energy). See, e.g., 18 C.F.R. § 292.303 (2015); OAR 860-0029-0030.

⁴ See Complaint of Surprise Valley Electrification Corp. at 7 (Complaint) (containing cursory discussion of the parties' respective transmission systems and failing to explicitly identify any particular transmission arrangement to move the output from the QF to PacifiCorp's system).

⁵ Surprise Valley Electrification Corp.'s Motion to Compel Discovery at 5-10 (Oct. 30, 2015) (for example, Surprise Valley argued, "PacifiCorp claims that Surprise Valley is not entitled to sell power to the company because Surprise Valley will deliver power through displacement of electricity (i.e., where the delivery flows in the opposite direction of electricity on the grid), and Surprise Valley does not have any method for verifiably transmitting the Paisley Project's generation to PacifiCorp. PacifiCorp may be arguing that PacifiCorp ESM is requiring certain transmission arrangements that Surprise Valley has allegedly not provided. . . . If so, then the arrangements that PacifiCorp ESM and Transmission have accepted for other generators are relevant to what the company is requiring in this case.").

available to PacifiCorp under a web of transactions and agreements that include, in critical part, a FERC-jurisdictional transmission delivery arrangement between PacifiCorp and Bonneville, called the General Transfer Agreement (GTA), which is currently on file with FERC.⁶

This is the “delivery” arrangement that Surprise Valley alleges supports its right to a PPA with PacifiCorp for the net output of Paisley. Primarily because PacifiCorp disputes whether this web of arrangements would allow it to verify that it receives *any power at all*, the parties disagree about whether Surprise Valley’s proposal constitutes “delivery of QF power” that would create a mandatory purchase obligation under PURPA.

Each step of this proceeding has increased the focus on transmission and delivery issues. After Surprise Valley filed its Complaint, it served many sets of data requests on PacifiCorp seeking information to refute PacifiCorp’s assertion that “displacement” was not itself a legally appropriate method of QF power delivery under PURPA. Of the 161 data requests sent by Surprise Valley thus far, at least 132 are focused on transmission issues.⁷

When Surprise Valley finally filed its direct testimony on March 15, 2016, the focus on transmission and delivery issues again increased, with three out of five of Surprise Valley’s witnesses making it their primary—if not only—topic.⁸ This testimony confirms that Surprise Valley’s proposed delivery of QF power to PacifiCorp’s system will require actions on the part of at least three different entities and over at least three separate electrical systems, all of which will

⁶ The GTA has been on file with FERC since the 1980s. This means, among other things, that the parties must file amendments to the GTA with FERC for review and acceptance. The parties most recently filed an amendment on July 29, 2015, which FERC accepted by letter order on September 1, 2015. *See* FERC Docket No. ER15-2298.

⁷ PacifiCorp has attached all of Surprise Valley’s data requests to this motion as Exhibit A, and has highlighted all of the requests that implicate transmission issues.

⁸ *See* SVEC/300, SVEC/400, SVEC/500.

be memorialized in and governed by a rather complicated set of new and existing agreements—some of which may still need to be modified and filed with FERC.⁹

After reviewing Surprise Valley’s direct testimony, PacifiCorp specifically sought clarification regarding Surprise Valley’s interpretation of its requirements to deliver Paisley’s net output to PacifiCorp under applicable FERC regulations. Despite Surprise Valley’s own statements that its QF is connected to its system and any delivery of net output should be reduced by applicable losses, Surprise Valley asserts that it is entitled to sell the net output of Paisley to PacifiCorp as an on-system QF and through displacement of power delivered by PacifiCorp by Bonneville.¹⁰ PacifiCorp believes Surprise Valley’s position contradicts PURPA and FERC policy implementing PURPA, and, importantly, would be dependent on the interpretation of various rights and obligations under certain FERC-jurisdictional agreements.

⁹ See Direct Testimony of Brad Kresge, SVEC/100, Kresge/2:9-11 (Mar. 15, 2016) (stating that the “potentially most important issue” needing resolution before PacifiCorp will sign a PPA is the question of transmission); *see id.* at 2:15-3:8 (requesting that the Commission make determinations regarding the sufficiency of SVEC’s transmission arrangements for the Paisley Project); *see id.* at 15:6-10 (referencing dispute over whether the Paisley Project’s output qualifies as delivered under PURPA); *see id.* at 16:11-14 (referencing the Paisley Project’s “power swap” or “displacement power” proposal as an alternative to “physical delivery” of the project’s power); *see id.* at 22:6-16, 24:2-4 (explaining that the issue of how to verify the Paisley Project’s output remains unresolved); *see also* Direct Testimony of Lynne Culp, SVEC/200, Culp/7:2-7 (Mar. 15, 2016) (explaining that PacifiCorp initially believed that the Paisley Project’s output would be physically delivered to PacifiCorp, and that this understanding was inaccurate); *see id.* at 7:16-18, 26:13-27:2 (explaining PacifiCorp’s stance that “power swap” or “displacement power” did not qualify for PURPA treatment); *see id.* at 8:4-12:10, 14:22-15:1, 16:16-18, 19:17-19; 22:20-25:15, 26:13-27:14, 28:12-14 (describing the difficulties the parties have had in approving a PPA because the transmission and metering issues remain unresolved); *see id.* at 10:17-11:1 (describing Surprise Valley’s “power swap” or “displacement power” proposal for the Paisley Project); *see id.* 30:14-36:11 (illustrating the confusion between the parties as to how the Paisley Project will transmit power to PacifiCorp); *see also* Direct Testimony of Gary Saleba and Gail Tabone, SVEC/300 (Mar. 15, 2016) (focusing on the alleged sufficiency of Surprise Valley’s transmission and metering arrangements for PacifiCorp to receive the Paisley Project’s output); *see also* Direct Testimony of Stephen Anderson, SVEC/400 (Mar. 15, 2016) (focusing on Surprise Valley’s “power swap” or “displacement power” proposal as an alternative to “physical delivery” from an engineering perspective); *see also* Direct Testimony of Shawn Dolan, SVEC/500 (Mar. 15, 2016) (describing the alleged adequacy of the delivery of power from an unrelated project to a different utility as a basis to find that Surprise Valley’s similar transmission and metering arrangements under PURPA are sufficient).

¹⁰ See Surprise Valley’s Response to PacifiCorp Data Request 3.88, attached hereto as Exhibit B.

Consequently, it has become clear to PacifiCorp that the *threshold* issues raised in this proceeding are not avoided-cost questions or questions of contract interpretation, but rather the question of whether PacifiCorp must purchase QF power *at all* under the “delivery” arrangements proposed by Surprise Valley. This is a question properly resolved by FERC.

After eight months and twelve rounds of data requests, Surprise Valley filed five sets of testimony from six witnesses, totaling more than 800 pages including exhibits. PacifiCorp has only six weeks to conduct discovery, and draft rebuttal testimony. Surprise Valley, however, continues to conduct broad discovery,¹¹ despite having already filed its direct case, and refuses to acknowledge common industry terms in its responses to PacifiCorp data requests.¹²

Therefore, PacifiCorp asks the Commission to immediately suspend the procedural schedule in this docket and hold these proceedings in abeyance to allow PacifiCorp and Surprise Valley to first resolve these threshold issues at FERC. In the alternative, if the Commission believes further briefing is necessary before ruling on this motion, PacifiCorp asks the Commission to suspend the current procedural schedule and establish a schedule for briefing the jurisdictional issues raised in this motion.

II. ARGUMENT

PURPA is a federal statute that generally requires utilities to purchase the power produced by a QF.¹³ PURPA provides FERC with primary authority for prescribing rules and

¹¹ Surprise Valley Electrification Corp.’s Motion to Compel Discovery (March 28, 2016).

¹² Compare Surprise Valley Response to PacifiCorp Data Request 3.72 (“Surprise Valley understood wheeling as meaning power that was transmitted or carried across power line from one point to another contractually or from electrical flow. In the case of the Paisley generation, Surprise Valley understood this to mean the generation would be contractually carried, transmitted or transferred on the Surprise Valley line from the substation at the Paisley generating plant to the switch at Lakeview through BPA meter 41”) with Surprise Valley’s Response to PacifiCorp Data Request 3.44 (“Surprise Valley is unclear what PacifiCorp means by wheeling.”), attached hereto as Exhibit C.

¹³ See 16 U.S.C. § 824a-3.

interpreting the federal statute, while state regulatory authorities are primarily responsible for implementation of PURPA and FERC's prescribed rules.¹⁴ FERC has articulated its policy in its regulations and various administrative orders.¹⁵ Surprise Valley's assertions that it is an on-system resource and can deliver the net output of a QF simply by displacing PacifiCorp's need to deliver energy on behalf of Bonneville under a FERC-jurisdictional transmission agreement raises a fundamental issue of FERC's interpretation of PURPA.

A. Key Threshold Issues in This Docket Should Be Addressed by FERC in the First Instance

The Commission has recognized that certain disputes over transmission issues raised in state QF complaint proceedings can be outside the Commission's core jurisdiction and, instead, are more properly resolved by FERC. In *PaTu Wind Farm, LLC v. Portland General Electric Co.*, the Commission was asked to consider the types of transmission arrangements necessary for a QF to sell its full net output to a utility, including whether a utility was required to accept dynamic scheduling of QF output.¹⁶ In that case, PGE moved for summary disposition on these transmission issues, which the Commission granted.¹⁷ In dismissing the transmission issues, the Commission held, "The [standard] contract presumes transmission of energy from the QF to the utility, but does not address the details of that transmission. The issues raised by PaTu do not,

¹⁴ *Supra* note 1.

¹⁵ FERC's landmark PURPA order is Order No. 69, which established FERC's regulations implementing PURPA. *Small Power Production and Cogeneration Facilities; Regulations Implementing Section 210 of the Public Utility Regulatory Policies Act of 1978*, Order No. 69, Fed. Reg. 12,214 (1980). Since the issuance of Order No. 69, FERC has, on a number of occasions, modified its PURPA regulations. *See, e.g.*, 18 C.F.R. Part 292. Additionally, there is an entire body of FERC case law addressing PURPA issues, including several cases relevant to delivery of off-system QF power to a purchasing utility's system. A handful of the primary cases addressing this issue are further discussed below.

¹⁶ *PaTu Wind Farm, LLC v. Portland General Elec. Co.*, Docket No. UM 1566.

¹⁷ *PaTu Wind Farm, LLC v. Portland General Elec. Co.*, Order No. 12-316, Docket No. UM 1566 ("Order No. 12-316").

therefore, turn on contractual analysis. . . . Since the dispute is not contractual in nature, we do not have jurisdiction to address it.”¹⁸

Similar to *PaTu*, the threshold issues in this case do not involve contract interpretation or avoided cost issues, but rather the details of appropriate QF power delivery arrangements under PURPA. If PURPA does not allow for the type of arrangements proposed by Surprise Valley, then there is no mandatory purchase obligation at all, and Surprise Valley’s Complaint must be dismissed. All other questions raised by Surprise Valley’s Complaint, including the appropriate pricing for Paisley power and whether and when a legally enforceable obligation has arisen, hinge on a determination of whether the delivery arrangements proposed by Surprise Valley create a mandatory purchase obligation *at all*.

Because resolution of threshold transmission issues may be determinative of this case and has the potential to save all parties and the Commission substantial time and resources, PacifiCorp submits that it is appropriate to expeditiously suspend the procedural schedule and hold this proceeding in abeyance until the parties have resolved these fundamental issues at FERC.

B. Surprise Valley’s Own Pleadings and Discovery Responses Indicate that Delivery Issues Must Be Resolved by FERC

Surprise Valley’s Complaint made clear that QF transmission issues would make an appearance in this case, but that Complaint was vaguely worded at best.¹⁹ Subsequent pleadings, Surprise Valley’s testimony, and Surprise Valley’s most recent responses to discovery requests

¹⁸ Order No. 12-316 at 8-9.

¹⁹ See, e.g., Complaint at ¶¶ 14-19, 137-141, 143-145.

indicate that even Surprise Valley believes certain transmission issues should be addressed by FERC.

Shortly after PacifiCorp filed its answer to Surprise Valley’s Complaint, Surprise Valley moved to strike portions of PacifiCorp’s answer on the grounds that any discussion of transmission issues (including discussion of the GTA) must be considered by FERC, not the Commission.²⁰ Since Surprise Valley filed its direct testimony, it has become abundantly clear that Surprise Valley *relies on* the GTA for its theory of power delivery, and hence for its right to recover in this case. Similarly, the testimony of Brad Kresge—the General Manager of Surprise Valley—admits that various transmission issues, including any discussion of the GTA, are properly considered by FERC.²¹

More pointedly, Surprise Valley’s most recent discovery responses reveal how central FERC issues have become to this case. As discussed in more detail below, Surprise Valley has explained that the net output of Paisley would not be physically delivered to PacifiCorp’s system, but consumed by Surprise Valley’s load. In order to “deliver” power to PacifiCorp, Surprise Valley proposes to theoretically make a portion of the power it purchases from Bonneville available to PacifiCorp under a web of transactions that hinge on the GTA.²² The

²⁰ Motion to Strike/Clarify Scope of Proceeding and Hold Schedule in Abeyance of Surprise Valley Electrification Corp. at 6-9 (Nov. 6, 2015) (arguing that issues that pertain to a wholesale transmission agreement are outside of the Commission’s regulatory authority and stating that the Commission cannot lawfully resolve such concerns because they are within FERC’s exclusive jurisdiction) (“Motion to Strike”).

²¹ Direct Testimony of Brad Kresge, SVEC/100, Kresge/2, n.1 (Mar. 15, 2016) (explaining that the issues pertaining to transmission arrangements are likely outside of the Commission’s jurisdiction and subject to the jurisdiction of FERC); *see id.* at 3, n.2 (explaining that the metering concerns are also reserved for FERC’s jurisdiction).

²² As conceived, this “power swap” would be entirely dependent on third-party agreements that PacifiCorp is not party to, and would not provide PacifiCorp with any mechanism to ensure that delivery of the power by the third party is actually being made.

GTA—a contract between PacifiCorp and Bonneville—appears to be, to Surprise Valley’s thinking, the basis of a “sale” of QF power to PacifiCorp through “displacement.”

PacifiCorp has numerous concerns about this delivery concept, and PacifiCorp’s FERC-filed GTA is *critical* to the web of contractual obligations that Surprise Valley asserts constitute “delivery” of QF power to PacifiCorp’s system. Nevertheless, Surprise Valley continually asserts that the Commission cannot address the GTA leg of Surprise Valley’s contractual delivery proposal because the GTA is within FERC’s exclusive jurisdiction.²³

This is made even more evident by Surprise Valley’s discovery responses received by PacifiCorp on Monday, April 4, 2016. For example, PacifiCorp’s Data Request 3.2 asked about witness Stephen Anderson’s description of Surprise Valley’s delivery proposal, and how that proposal depends in part on the GTA between PacifiCorp and Bonneville. Surprise Valley responded in relevant part by stating:

Surprise Valley generally understands that PacifiCorp provides an imbalance-type service to BPA to make up for the differential between BPA’s schedules/deliveries to PacifiCorp and Surprise Valley’s actual load in any given hour under the [GTA]. PacifiCorp’s act of supplying this imbalance-type energy to BPA could be considered to be a “sale” of energy by PacifiCorp to BPA for delivery to Surprise Valley’s load, albeit pursuant to the [GTA].²⁴

This can be translated as follows: Imagine that all of Paisley’s QF power is consumed by Surprise Valley’s load. And imagine that Bonneville (Surprise Valley’s energy supplier) fails to schedule *any* power to Surprise Valley’s system at all. What power (let alone QF power) is available for PacifiCorp to purchase? The answer would seem to be nothing.

But here, Surprise Valley asserts that PacifiCorp Transmission, as the Balancing

²³ See, e.g., Motion to Strike, *supra* note 19.

²⁴ See Surprise Valley’s Response to PacifiCorp Data Request 3.2, attached hereto as Exhibit D.

Authority Area, is required by its reliability obligations and its GTA with Bonneville to use PacifiCorp generation to supply all of Surprise Valley's load needs. Then, PacifiCorp is required to *purchase* that same power back *at PacifiCorp's avoided cost*.

This same assertion is echoed in Surprise Valley's response to PacifiCorp Data Request 3.17, wherein PacifiCorp asked about a scenario where all of Paisley's output is consumed by Surprise Valley's load and Bonneville fails to schedule enough power to Surprise Valley's system to meet Surprise Valley's load needs. Again, Surprise Valley would appear to have no power available to sell to anyone, yet Surprise Valley states as follows:

[F]rom an electrical standpoint, in the circumstance described in this question, PacifiCorp would receive the energy that would have otherwise been transmitted to Surprise Valley load in the absence of the QF's net output, whether that energy is supplied by BPA or is supplied by PacifiCorp Transmission as an imbalance-type service under the GTA.²⁵

Again, to translate, Surprise Valley is asserting that, even if Surprise Valley's customers use *all of the QF's power*, and Bonneville fails to schedule enough power to Surprise Valley's system to compensate for this fact, PacifiCorp Transmission, as the Balancing Area Authority, must supply Surprise Valley with all of its load needs and also *purchase that power back at avoided cost*.

Furthermore, Surprise Valley's own statements *admit* that the above-described "delivery" arrangements are more properly considered by FERC. Specifically, Surprise Valley stated:

To the extent that PacifiCorp believes that BPA is not accurately scheduling and delivering energy necessary to serve Surprise Valley's loads, and is also not adequately compensating PacifiCorp for the imbalance-type service provided to BPA under the [GTA], that is an issue that PacifiCorp must raise with BPA and/or FERC under that transmission agreement or the Federal Power Act; the dispute over the FERC jurisdictional transmission agreement between PacifiCorp and BPA is not relevant to PacifiCorp's separate obligation to purchase the entire net output of Surprise Valley's QF made available to PacifiCorp. *Surprise Valley*

²⁵ See Surprise Valley's Response to PacifiCorp Data Request 3.17, attached hereto as Exhibit E.

*objects to inclusion of that transmission issue in this proceeding on grounds of federal preemption.*²⁶

PacifiCorp strongly disagrees that this proposal constitutes FERC-required delivery of QF power to a utility's system. Moreover, PacifiCorp believes that FERC is the best arbiter of this critical aspect of the parties' dispute, which Surprise Valley has also admitted in its responses to PacifiCorp's Data Requests.

C. Federal Preemption May Preclude Commission Review of Certain Aspects of this Dispute Entirely

While it is abundantly clear that critical aspects of this dispute are best decided by FERC, at this juncture it is also likely that certain issues *must* be decided by FERC. As the Ninth Circuit has recognized, "Federal preemption of state law is rooted in the Supremacy Clause, Article VI, clause 2, of the United States Constitution."²⁷ Further, preemption of state law is "compelled whether Congress' command is explicitly stated in the statute's language or implicitly contained in its structure and purpose."²⁸

Courts have generally held that two types of preemption may apply: field preemption and conflict preemption.²⁹ With regard to field preemption, the courts have stated, "When the federal government completely occupies a given field or an identifiable portion of it . . . the test of preemption is whether the matter on which the state asserts the right to act is in *any way*

²⁶ See Surprise Valley's Response to PacifiCorp Data Request 3.2 (emphasis added), attached hereto as Exhibit D.

²⁷ *Transmission Agency of N. CA v. Sierra Pacific Power Co., et al.*, 295 F.3d 918, 928 (9th Cir. 2002).

²⁸ *Id.* (internal quotations omitted).

²⁹ *Oneok, Inc. v. Learjet, Inc.*, 135 S.Ct. 1591, 1595 (2015) (where the Supreme Court of the United States stated, "[Congress] may implicitly pre-empt a state law, rule, or other state action. It may do so either through "field" pre-emption or "conflict" pre-emption. As to the former, Congress may have intended to foreclose any state regulation in the area, irrespective of whether state law is consistent or inconsistent with federal standards. In such situations, Congress has forbidden the State to take action in the field that the federal statute pre-empts. By contrast, conflict pre-emption exists where compliance with both state and federal law is impossible, or where the state law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress. In either situation, federal law must prevail.") (internal quotations and citations omitted).

regulated by the Federal Act.”³⁰ The Federal Power Act and PURPA clearly provide the federal government with primary responsibility for regulating the transmission of energy in interstate commerce,³¹ and for developing the rules required to implement PURPA.³² As demonstrated above, it has become abundantly clear that much of the parties’ dispute rests upon resolution of whether PURPA requires a utility to purchase a QF’s full net output under the circumstances and transmission arrangements proposed by Surprise Valley. Resolution of this question involves questions of law that are clearly regulated by the federal government. As a result, it would be prudent to have these issues decided by FERC in the first instance.

Conflict preemption occurs when “it is impossible for a private party to comply with both state and federal requirements, or where state law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.”³³ A Commission order addressing the type of transmission arrangements sufficient under PURPA to impose a mandatory purchase obligation might well be viewed as an “obstacle” to Congress’s intent to regulate transmission under the Federal Power Act, as well as Congress’s purpose in providing FERC with the primary responsibility for issuing rules interpreting PURPA.

³⁰ *Pacific Gas & Elec. Co. v. State Energy Resources Conserv. & Dev. Comm’n*, 461 U.S. 190, 212-13 (1983) (internal citations omitted) (emphasis added).

³¹ 16 U.S.C. § 824 (“The provisions of this subchapter shall apply to the transmission of electric energy in interstate commerce and to the sale of electric energy at wholesale in interstate commerce [FERC] shall have jurisdiction over all facilities for such transmission or sale of electric energy”).

³² 16 U.S.C. § 824a-3(a) (“[FERC] shall prescribe, and from time to time thereafter revise, such rules as it determines necessary to encourage cogeneration and small power production, and to encourage geothermal small power production facilities of not more than 80 megawatts capacity, which rules require electric utilities to offer to—(1) sell electric energy to qualifying cogeneration facilities and qualifying small power production facilities; and (2) purchase electric energy from such facilities.”).

³³ *Gilstrap v. United Air Lines, Inc.*, 709 F.3d 995, 1008 (9th Cir. 2013).

III. CONCLUSION

For the forgoing reasons, PacifiCorp hereby asks the Commission to immediately suspend the procedural schedule in this docket and hold these proceedings in abeyance to give FERC an opportunity to resolve key threshold transmission issues in this docket. If this motion is granted, PacifiCorp commits to filing with FERC within sixty days of the Commission's ruling holding these proceedings in abeyance.

Because PacifiCorp's rebuttal testimony is due April 26, 2016, PacifiCorp respectfully requests an immediate suspension of the procedural schedule pending resolution of this motion.

PacifiCorp also requests that, in accordance with OAR 860-001-0420(6)(c), the time for responses and, if applicable, replies, be shortened to allow for a Commission order on this motion as soon as reasonably practicable. In the alternative, if the Commission believes further briefing of this motion and the issues herein are necessary, PacifiCorp requests that the Commission establish a separate briefing schedule for addressing the FERC jurisdictional transmission issues raised in this motion.

Dated this 6th day of April, 2016.

Respectfully submitted,



Matthew D. McVee
Assistant General Counsel
PacifiCorp

Exhibit A

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October 12, 2015

Via Electronic Mail

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Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's first set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by October 26, 2015.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	FIRST SET OF DATA REQUESTS
	)	TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: October 12, 2015

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

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matter of the document; the number of pages comprising the document; the identity of each person who wrote, dictated, or otherwise participated in the preparation of the document; the identity of each person who signed or initiated the document; the identity of each person to whom the document was addressed; the identity of each person who received the document or reviewed it; the location of the document; and the identity of each person having possession, custody, or control of the document.

When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

3. “Pacific Power” refers to Pacific Power, PacifiCorp, any affiliated company, or any officer, director or employee of Pacific Power, or any affiliated company.
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10. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
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III. FIRST SET OF DATA REQUESTS:

- 1.1 Please provide complete copies of Pacific Power's data responses to all other parties in this proceeding.
- 1.2 Please identify and provide documentation to support when PacifiCorp explained or identified the transmission arrangements that would entitle Surprise Valley to a PURPA contract for the sale of the net output of the Paisley Project to PacifiCorp.
- 1.3 Please identify and provide documentation to support when Surprise Valley refused to provide the transmission arrangements identified in the previous data response.
- 1.4 Refer to PacifiCorp's Answer at page 3, please identify the type of verifiable schedules that PacifiCorp requires to determine the actual amount of QF energy received from the Paisley Project.
- 1.5 Please identify and provide documentation to support when PacifiCorp explained or identified the type of verifiable schedules that PacifiCorp requires to determine the actual amount of QF energy received from the Paisley Project.
- 1.6 Please identify and provide documentation to support when Surprise Valley refused to provide the verifiable schedules identified in the previous data response.

- 1.7 Please provide complete copies of all PacifiCorp's qualifying facility ("QF") purchase power agreements that are not available on the Oregon Public Utility Commission's website, docket no. RE 142.
- 1.8 Please identify all PacifiCorp's QF purchase power agreements in which a portion or all of the net output is transmitted across a third parties' distribution or transmission system. Please identify whether the third party has an open access transmission tariff, wholesale distribution tariff, or other method of tracking and transferring energy across its own distribution or transmission system.
- 1.9 For all third parties other than BPA referenced in the last data response, please provide a copy of or a summary of the an open access transmission tariff that the QFs' net output is transmitted over. If there is no open access transmission tariff, please provide the third parties' transmission tariffs, wholesale distribution tariffs, or other method of tracking and transferring energy across its own distribution or transmission system, and an explanation of how PacifiCorp determines the actual amount of QF energy received from the off-system QF.
- 1.10 Refer to PacifiCorp's Answer at page 5. Please identify any QFs that PacifiCorp is aware of that have sold their net output to BPA.
- 1.11 Refer to PacifiCorp's Answer at page 5. Please identify any QFs that PacifiCorp is aware of that have required BPA to purchase the QF's net output under PURPA.
- 1.12 Refer to PacifiCorp's Answer at page 5. Please identify and provide documentation to support when Surprise Valley refused to accept a template QF PPA for the amount of power it can deliver power it can deliver directly to PacifiCorp's system.
- 1.13 Refer to PacifiCorp's Answer at page 7. Please identify the point of delivery for the BPA energy PacifiCorp transmits to Surprise Valley.
- 1.14 Refer to PacifiCorp's Answer at page 7. Please identify the point in which title or ownership of the energy PacifiCorp transmits to Surprise Valley transfers to Surprise Valley.
- 1.15 Refer to PacifiCorp's Answer at page 7. Please identify and provide all documents regarding how BPA schedules power to meet Surprise Valley's load every hour.
- 1.16 Refer to PacifiCorp's Answer at page 7. Please provide BPA's hourly schedules for Surprise Valley for the last twelve months the information is available.
- 1.17 Refer to PacifiCorp's Answer at page 7. Please identify on an hourly basis the amount BPA has under scheduled "its deliveries to Surprise Valley, in relation to Surprise Valley's actual load" for the past twelve months. Please provide all supporting documentation.

- 1.18 Refer to PacifiCorp's Answer at page 8. Please identify on an hourly basis the amount BPA has over scheduled "its deliveries to Surprise Valley, in relation to Surprise Valley's actual load" for the past twelve months. Please provide all supporting documentation.
- 1.19 Refer to PacifiCorp's Answer at page 8. Please identify when and provide all documents regarding how PacifiCorp informed Surprise Valley of the existence of the General Transfer Agreement ("GTA") between BPA and PacifiCorp. If the date and documents are confidential settlement discussions, please identify the approximate date when PacifiCorp informed Surprise Valley of the existence of the GTA between BPA and PacifiCorp.
- 1.20 Refer to PacifiCorp's Answer at page 8. Please identify when and provide all documents regarding how PacifiCorp informed Surprise Valley that its net output would reduce the load metered at the points identified in the GTA. If the date and documents are confidential settlement discussions, please identify the approximate date when PacifiCorp informed Surprise Valley that its net output would reduce the load metered at the points identified in the GTA.
- 1.21 Refer to PacifiCorp's Answer at page 8. Please identify what modifications to the GTA are necessary so that the Paisley Project's net output would not merely reduced the load metered at the points identified in the GTA.
- 1.22 Refer to PacifiCorp's Answer at page 8. Please identify whether PacifiCorp has sought or requested that BPA modify the GTA so that the Paisley Project's net output would not merely reduced the load metered at the points identified in the GTA.
- 1.23 Provide all interconnection, transmission, wheeling, and distribution service agreements between PacifiCorp and Surprise Valley, and the Federal Energy Regulatory Commission docket numbers in which they were filed under (if applicable).
- 1.24 Please explain and identify the representative of PacifiCorp who can available as a witness regarding whether the company possesses the capability to accept the Paisley Project's output and wheel it to a third party purchaser.
- 1.25 Please explain and identify the representative of PacifiCorp who can available as a witness regarding whether the company possesses the capability to accept the Paisley Project's net output and meter it separately from any deliveries under the GTA.
- 1.26 Please explain and identify the representative of PacifiCorp who can available as a witness regarding whether PacifiCorp transmission possesses the capability to accept the net output without e-tags and schedules from SVEC. If PacifiCorp transmission does possess the information, please explain whether appropriate metering can be installed to allow this to happen.
- 1.27 Please admit or deny that the Paisley Project is within the PacifiCorp Balancing Authority. If admitted, please explain if PacifiCorp is the party that:

- A. Has the responsibility to balance metered loads and generation both at the QF and the interconnection between the two utilities.
- B. Would provide any imbalance service to integrate schedules if the QF output were wheeled to another party or to PacifiCorp's load.
- C. Explain all of PacifiCorp's responsibilities as the Balancing Authority ("BA").

1.28 Provide a map of PacifiCorp's west BA Area within which Surprise Valley exists, and mark on the map and separately identify and list:

- A. All generators in the BA.
- B. All electric utilities with service territory within the BA, and for each such utility list all generators that are interconnected to the utility within PacifiCorp's BA or is transferred to a neighboring BA to ensure such load-resource balance.
- C. For each generator listed in response to subparts A and B of this request, please identify the party that is responsible for metering the output of the generator and ensuring that the output will balance with loads with the BA.
- D. For each generator listed in response to subparts A and B of this request, please explain whether PacifiCorp possesses the capability to (i) serve load with the PacifiCorp BA with an amount of electrical energy (kWh) equal to the generator's output, and (ii) transfer the output through an interchange transaction to a neighboring BA.

1.29 Does PacifiCorp purchase or otherwise serve its own load the output of any generators within either of its Balancing Authorities whose initial point of interconnection is not to PacifiCorp-owned distribution or transmission facilities (including Company owned generation)? If yes:

- A. Identify the generator.
- B. Provide the PPA, all applicable interconnection agreements, wheeling agreements, metering agreements and other agreements related to the delivery, acceptance or purchase of the output.
- C. Please explain in detail how the Company is able to meter the output to ensure that the amount of generation is received for use by PacifiCorp loads.
- D. Please explain whether the generator or owner of the interconnected distribution or transmission facilities provide PacifiCorp with "schedules" or "e-tags" as those terms are used in the Answer.

1.30 Please admit or deny that, when the Paisley Project generates power, it will result in an increase in the electric generation PacifiCorp's balancing authority equal to or

approximately equal to the net output of the Paisley Project. Please identify the entity with the responsibility to meter that output and ensure that it balances with other generation and load in the balancing authority or is transferred to a neighboring BA to ensure such load-resource balance.

- 1.31 Please admit or deny that PacifiCorp transmission agrees that the existing metering at the Paisley Project, the Point of Interconnection between Surprise Valley and PacifiCorp, and any other location is sufficient on at least an interim basis to sell the net output to PacifiCorp, provided that a power purchase agreement is in place with PacifiCorp. If PacifiCorp denies, please explain and provide all documents explaining why PacifiCorp is unable to accept the net output. If PacifiCorp agrees the metering is sufficient on an interim basis, please explain why it is inadequate for a long-term basis.
- 1.32 Please identify any additional metering that needs to be installed to identify the net output of power that will exist in PacifiCorp's balancing authority when the Paisley Project generates power. If such metering has not yet been planned or installed, please explain why PacifiCorp's transmission personnel have not recommended installation of such metering yet during requests for interconnection.
- 1.33 Please identify any additional metering that needs to be installed to identify the amount of BPA delivered power that will be displaced when the Paisley Project generates power. If such metering has not yet been planned or installed, please explain why PacifiCorp's transmission personnel have not recommended installation of such metering yet during requests for interconnection.
- 1.34 If the Paisley Project generates power and wheels that output over PacifiCorp's system for delivery and sale of the net output to a third party, please explain whether this will increase, decrease or have no impact on the amount of power BPA will schedule for Surprise Valley under the GTA.
- 1.35 Please provide a list of each individual employed or retained by PacifiCorp who has been involved in processing SVEC's request for interconnected operations allowing the delivery of the QF power and the request for a PURPA PPA. For each individual, please identify the job title, role in the negotiations, and classification as a marketing or transmission function employee under FERC's standards of conduct.
- 1.36 Please explain whether PacifiCorp has treated the request for interconnected operations allowing delivery of the Paisley Project's net output to PacifiCorp as a FERC jurisdictional interconnection, and if not why not. Please provide all documents related to the interconnected operations that PacifiCorp has filed with FERC in the last 24 months.
- 1.37 Please refer to PacifiCorp's Answer, paragraph 14. Please provide an illustrative example and explain how the Paisley Project's net output would reduce BPA's "schedules for delivery of energy across PacifiCorp's transmission or distribution facilities to Surprise Valley under the GTA . . ."

- 1.38 Please refer to PacifiCorp's Answer, paragraph 30. Please identify what was "Surprise Valley's proposal to sell the Paisley Project's net output to PacifiCorp without a transmission arrangement," when the proposal was made, and the correspondence in which Surprise Valley made the proposal.
- 1.39 Please refer to PacifiCorp's Answer, paragraph 38, which states that "[t]he treatment of the Paisley Project as a pseudo on-system resource was a settlement position" Please provide all documents that support the statement that the proposal "was a settlement position."
- 1.40 Please refer to PacifiCorp's Answer, paragraph 48. Please identify and provide all documents that the admitted statement was provided "in the context of attempting to find a method of verifying the Paisley Project's net output, it explored the possibility of treating Paisley as an on-system resource."
- 1.41 Please refer to PacifiCorp's Answer, paragraph 48-49. Please confirm that PacifiCorp informed Surprise Valley that it had determined that an on-system power purchase agreement was the appropriate format for purchasing the net output of the Paisley Project.
- 1.42 Reference PacifiCorp's Standard Off-System PPA at Addendum W, page 1, stating: "WHEREAS, Seller's Facility is not located within the control area of PacifiCorp". Please explain how this addendum could apply when the Paisley project is located in PacifiCorp's BAA. Is it PacifiCorp's position that any QF not directly connected to PacifiCorp's system must provide PacifiCorp with imbalance service or other non-QF electricity as a precondition to selling its net output to PacifiCorp?
- 1.43 Reference PacifiCorp's Standard Off-System PPA at Addendum W, page 3, stating: (1) Seller's Supplemented Output, if any, results from Seller's purchase of some form of energy imbalance ancillary service; (2) The Transmitting Entity(s) requires Seller to procure the service, above, as a condition of providing transmission service; (3) The Transmitting Entity requires Seller to schedule deliveries of Net Output in increments of no less than one (1) megawatt;
- A. Please admit or deny that as the BA in the location of the Paisley project, PacifiCorp (not SVEC) is the party that would offer or otherwise provide imbalance service.
- B. Please provide all documents filed with FERC that require a generator within PacifiCorp's BA to purchase imbalance service as condition of delivering electrical output to PacifiCorp's system that will be used to serve PacifiCorp's load in the BA. In no such documents exist, please explain what basis PacifiCorp possesses to require a generator to pay PacifiCorp Transmission for imbalance service as a condition of PacifiCorp accepting the output generated in PacifiCorp's BA.
- C. Please provide all documents and other evidence that SVEC will require its own Paisley project to provide imbalance service or schedule the output in whole MW

increments each hour in order to transfer the output to a point of interconnection the PacifiCorp-owned transmission or distribution facilities.

- 1.44 Reference PacifiCorp's Standard On-System PPA. Please identify each provision of this agreement that disqualifies the Paisley project for this standard contract, and explain in detail why PacifiCorp is unwilling to sign this standard contract for the Paisley project.
- 1.45 Reference PacifiCorp's Standard On-System PPA at sections 1.32 and 8.2, stating:

1.32 **"Point of Delivery"** means the high side of the Seller's step-up transformer(s) located at the point of interconnection between the Facility and PacifiCorp's distribution/ transmission system, as specified in the Generation Interconnection Agreement, *or, if the Facility is not interconnected directly with PacifiCorp, the point at which another utility will deliver the Net Output to PacifiCorp as specified in Exhibit B.*

8.2 Metering shall be performed at the location and in a manner consistent with this Agreement and as specified in the Generation Interconnection Agreement, *or, if the Net Output is to be wheeled to PacifiCorp by another utility, metering will be performed in accordance with the terms of PacifiCorp's interconnection agreement with such other utility.* All quantities of energy purchased hereunder shall be adjusted to account for electrical losses, if any between the point of metering and the Point of Delivery, so that the purchased amount reflects the net amount of energy flowing into PacifiCorp's system at the Point of Delivery.

- A. Please explain why these provisions cannot accommodate the Paisley project?
- B. Please explain why PacifiCorp transmission personnel are unable to engineer metering equipment at any point(s) interconnection between SVEC and PacifiCorp in a manner that would allow any existing interconnection between the two utilities to serve as the Point of Delivery to PacifiCorp of the Paisley project's output under the PPA.
- 1.46 Please refer to PacifiCorp's Answer at paragraph 13, stating that a BA's scope of operations relates solely to the reliability of transmission services for the benefit of transmission customers.
- A. Please explain why PacifiCorp, acting as the BA, cannot provide the metering services necessary to PacifiCorp merchant that would enable PacifiCorp merchant to accept the output of a generator in the BA and serve load with that output.
- B. Under PacifiCorp Merchant's network integration transmission service agreement, please explain why PacifiCorp Transmission cannot designate the Paisley project as a network resource to serve PacifiCorp's network load at this time.
- C. Please explain what requirements in Section 30 of PacifiCorp's OATT are not currently met in order to allow PacifiCorp to designate the Paisley project as a

network resource. For each such item, please identify the date on which PacifiCorp Merchant notified SVEC of the deficiency and explained what additional information or actions were needed by SVEC in order to designate the Paisley project as a network resource to service PacifiCorp load.

1.47 Please reference PacifiCorp's OATT at section 30.6, stating,

30.6 Transmission Arrangements for Network Resources Not Physically Interconnected With The Transmission Provider: The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider's Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.

- A. Please describe in detail the "reasonable efforts" PacifiCorp Transmission has taken to assist PacifiCorp Merchant in obtaining the arrangements necessary to accommodate the delivery of the Paisley project's output to the PacifiCorp's system. For each action PacifiCorp Transmission has taken to assist PacifiCorp Merchant, please explain in detail how the applicable requirements of PacifiCorp Transmission were communicated to SVEC, including all supporting documents.
- B. Is it PacifiCorp Transmission's position that in order to designate the Paisley project as a network resource, SVEC must supply "scheduling," "imbalance," and "eTags" in order for the QF to be designated as a network resource, as alleged in PacifiCorp's Answer at page 3 n. 5. If yes, please identify the provision of PacifiCorp's OATT that allows PacifiCorp Transmission to demand that a generator located within its BA provide these services as a condition to being designated a network resource to serve load within the BA.

1.48 Please reference PacifiCorp Transmission's Business Practice #9, Network Load and Network Resource Additions. Please provide the list of Designated Network Resources referenced on page 3. Please provide the following additional information for each resources listed:

- A. The utility to which the resource is directly interconnected;
- B. For each resource that is not directly interconnected to PacifiCorp, but is located in PacifiCorp's BA, explain what transmission arrangements PacifiCorp Transmission required for delivery to PacifiCorp's system prior to designating the resource as a network resource. Provide a copy of all such transmission arrangements or contracts for designated network resources located within PacifiCorp's BA but not directly interconnected to PacifiCorp's system.

Sanger Law PC

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tel (503) 756-7533 fax (503) 334-2235 irion@sanger-law.com

October 20, 2015

Via Electronic Mail

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Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's second set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by November 3, 2015.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,)	SURPRISE VALLEY
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Dated: October 20, 2015

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15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. SECOND SET OF DATA REQUESTS:

- 2.1 Please refer to Schedule 37, Section 2.I.B.2. Please identify whether Surprise Valley has provided sufficient information regarding each of the informational requirements to obtain a power purchase agreement, including but not limited to the list identified below. If there are additional required information, please identify.
 - (a) demonstration of ability to obtain QF status;
 - (b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system;
 - (c) generation technology and other related technology applicable to the site;
 - (d) proposed site location;
 - (e) schedule of monthly power deliveries;
 - (f) calculation or determination of minimum and maximum annual deliveries;
 - (g) motive force or fuel plan;
 - (h) proposed on-line date and other significant dates required to complete the milestones;
 - (i) proposed contract term and pricing provisions as defined in this Schedule (i.e., standard fixed price, renewable fixed price);

- (j) status of interconnection or transmission arrangements;
- (k) point of delivery or interconnection;

- 2.2 If PacifiCorp disagrees that Surprise Valley has provided any of the general project information listed above, please identify when PacifiCorp informed Surprise Valley that the information was not provided or insufficient. Provide all supporting documents or correspondence.
- 2.3 Please admit or deny that PacifiCorp transmission informed Surprise Valley that PacifiCorp energy must submit a transmission request for the Paisley Project, which includes a system impact study that would take 100 days, and a facilities study that would take 60 days. If admitted, please provide the date. If denied, please explain.
- 2.4 Please identify under PacifiCorp's Open Access Transmission Tariff in effect at the time any requests were made, and the time PacifiCorp is allowed to complete each of the interconnection, affected system, facilities, system impact, and/or other transmission studies that PacifiCorp merchant and/or Surprise Valley requested be performed for the Paisley Project.
- 2.5 Please identify each of the interconnection, affected system, facilities, system impact, and/or other transmission studies that PacifiCorp merchant requested be performed for the Paisley Project, the dates upon which the request was made, and when the studies were completed.
- 2.6 For each of the interconnection, affected system, facilities, system impact, and/or other transmission studies that PacifiCorp merchant requested be performed for the Paisley Project, please identify whether PacifiCorp merchant requested that any study be pulled, resubmitted, withdrawn or the dates otherwise be changed, when the request was made, and the reason for the request.
- 2.7 For each of the interconnection, affected system, facilities, system impact, and/or other transmission studies that Surprise Valley requested be performed for the Paisley Project, please identify when Surprise Valley made the request.
- 2.8 Following February 10, 2014, please identify whether PacifiCorp provided any draft power purchase agreements or power purchase agreement language to Surprise Valley. If so, please provide copies of all related correspondence and documents.
- 2.9 Following February 10, 2014, please identify whether PacifiCorp commented in writing regarding Surprise Valley's proposed power purchase agreement drafts or language. If so, please provide copies of all related correspondence and documents.
- 2.10 Following February 10, 2014, please identify all PacifiCorp's proposed revisions to Surprise Valley's proposed power purchase agreement drafts or language. Please provide copies of all related correspondence and documents.

- 2.11 Please admit or deny whether PacifiCorp, BPA or Surprise Valley has installed or will have installed metering that shows or demonstrates that the Paisley Project will deliver power to PacifiCorp's system when commercially operational. If admitted, please identify when PacifiCorp agreed and provide all supporting documents and correspondence. If denied, please identify when PacifiCorp explained and identified what metering would be sufficient to show or demonstrate that the Paisley Project is delivering power to PacifiCorp's system
- 2.12 Please admit or deny that PacifiCorp was willing to accommodate and accept the Paisley Project's net output through a swap, exchange or displacement of power that came from BPA that PacifiCorp was delivering on BPA's behalf. If admitted, please identify when PacifiCorp explained the metering that Surprise Valley would need to have installed to allow PacifiCorp to measure or otherwise verify the power deliveries, and identify the metering that Surprise Valley would need to have installed to allow PacifiCorp to measure or otherwise verify the power deliveries. If denied, please explain. Please provide supporting correspondence and documents.
- 2.13 Please admit or deny that PacifiCorp considered accommodating and accepting the Paisley Project's net output through a swap, exchange or displacement of power that came from BPA that PacifiCorp was delivering on BPA's behalf. If admitted, please identify when PacifiCorp explained the metering that Surprise Valley would need to have installed to allow PacifiCorp to measure or otherwise verify the power deliveries, and identify the metering that Surprise Valley would need to have installed to allow PacifiCorp to measure or otherwise verify the power deliveries. If denied, please explain. Please provide supporting correspondence and documents.
- 2.14 Please identify all other contractual, metering, distribution or transmission facilities, or other changes that Surprise Valley or any third parties would need to make to allow PacifiCorp to accommodate and accept the Paisley Project's net output through a swap, exchange or displace with power that came from BPA that PacifiCorp was delivering on BPA's behalf.
- 2.15 If PacifiCorp is not currently willing to accommodate and accept the Paisley Project's net output through a swap, exchange or displacement of power that came from BPA that PacifiCorp was delivering on BPA's behalf, please identify all other contractual, physical or other changes that PacifiCorp previously identified that Surprise Valley or any third parties would need to make to allow PacifiCorp to accommodate and accept the Paisley Project's net output that came from BPA that PacifiCorp was delivering on BPA's behalf. Please provide supporting correspondence and documents.

Sanger Law PC

1117 SE 53rd Ave. Portland, OR 97215

tel (503) 756-7533 fax (503) 334-2235 irion@sanger-law.com

October 22, 2015

Via Electronic Mail

Matt McVee
Pacific Power
825 NE Multnomah St, Suite 1800
Portland OR 97232-2149
matthew.mcvee@pacificorp.com

Oregon Dockets
825 NE Multnomah St, Suite 2000
Portland OR 97232-2149
Oregondockets@pacificorp.com

Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's third set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by November 5, 2015.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	THIRD SET OF DATA REQUESTS
	)	TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: October 22, 2015

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

“Documents” includes copies of documents, where the originals are not in your possession, custody or control.

“Documents” includes every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original or any other copy.

“Documents” also includes any attachments or appendices to any document.

2. “Identification” and “identify” mean:

When used with respect to a document, stating the nature of the document (e.g., letter, memorandum, corporate minutes); the date, if any, appearing thereon; the date, if known, on which the document was prepared; the title of the document; the general subject

matter of the document; the number of pages comprising the document; the identity of each person who wrote, dictated, or otherwise participated in the preparation of the document; the identity of each person who signed or initiated the document; the identity of each person to whom the document was addressed; the identity of each person who received the document or reviewed it; the location of the document; and the identity of each person having possession, custody, or control of the document.

When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

3. “Pacific Power” refers to Pacific Power, PacifiCorp, any affiliated company, or any officer, director or employee of Pacific Power, or any affiliated company.
4. “Person” refers to, without limiting the generality of its meaning, every natural person, corporation, partnership, association (whether formally organized or *ad hoc*), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency, or any other group or organization.
5. “Studies” or “study” includes, without limitation, reports, reviews, analyses and audits.
6. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of this discovery any information or documents which might otherwise be considered to be beyond their scope.
7. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, whenever appropriate in order to bring within the scope of this discovery request any information or documents which might otherwise be considered to be beyond their scope.

II. INSTRUCTIONS

1. These requests call for all information, including information contained in documents, which relate to the subject matter of the Data Request and which is known or available to you.
2. Where a Data Request has a number of separate subdivisions or related parts or portions, a complete response is required to each such subdivision, part or portion. Any objection to a Data Request should clearly indicate the subdivision, part, or portion of the Data Request to which it is directed.
3. The time period encompassed by these Data Requests is from 2005 to the present unless otherwise specified.
4. Each response should be furnished on a separate page. In addition to hard copy, electronic versions of the document, including studies and analyses, must also be furnished if available.
5. If you cannot answer a Data Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the Data Request in full, and state what information or knowledge you have concerning the unanswered portions.
6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
7. If a document requested is unavailable, identify the document, describe in detail the reasons the document is unavailable, state where the document can be obtained, and specify the number of pages it contains.
8. If you assert that any document has been destroyed, state when and why it was destroyed and identify the person who directed the destruction. If the document was destroyed pursuant to your document destruction program, identify and produce a copy of the guideline, policy, or company manual describing such document destruction program.
9. If you refuse to respond to any Data Request by reason of a claim of privilege, confidentiality, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond, identify each such document, and specify the number of pages it contains. Please provide: (a) a brief description of the document; (b) date of document; (c) name of each author or preparer; (d) name of each person who received the document; and (e) the reason for withholding it and a statement of facts constituting the justification and basis for withholding it.

10. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
11. If no document is responsive to a Data Request that calls for a document, then so state.
12. These requests for documents and responses are continuing in character so as to require you to file supplemental answers as soon as possible if you obtain further or different information. Any supplemental answer should refer to the date and use the number of the original request or subpart thereof.
13. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
14. To the extent that the Company believes it is burdensome to produce specific information requested, please contact Surprise Valley to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. THIRD SET OF DATA REQUESTS:

- 3.1 Please refer to the June 22, 2015 power purchase agreement executed by Surprise Valley Electric Corp., and identify any contract terms or provisions that PacifiCorp is unwilling to agree to.
- 3.2 Please refer to the June 22, 2015 power purchase agreement executed by Surprise Valley Electric Corp., and provide a revised power purchase agreement in redline format that PacifiCorp is willing to execute.
- 3.3 If PacifiCorp is not willing to execute a power purchase agreement at this time, please identify what information PacifiCorp needs to execute a power purchase agreement and provide a revised power purchase agreement in redline format that PacifiCorp would be willing to execute after the additional information is provided by Surprise Valley.
- 3.4 If PacifiCorp is not willing to execute a power purchase agreement regardless even if Surprise Valley provides additional information, please state and explain.
- 3.5 Is PacifiCorp willing to enter into a power purchase agreement with Surprise Valley at current market rates at duration of PacifiCorp's choosing? If so, please identify if

additional metering would need to be installed or if additional transmission arrangements would need to be obtained.

- 3.6 Is PacifiCorp willing to enter into a power purchase agreement with Surprise Valley at a rate of zero dollars per kilowatt hour at duration of PacifiCorp's choosing? In other words, is PacifiCorp willing to enter a power purchase agreement if Surprise Valley gives the company the power for free? If so, please identify if additional metering would need to be installed or if additional transmission arrangements would need to be obtained.

Sanger Law PC

1117 SE 53rd Ave. Portland, OR 97215

tel (503) 756-7533 fax (503) 334-2235 irion@sanger-law.com

October 30, 2015

Via Electronic Mail

Matt McVee
Pacific Power
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matthew.mcvee@pacificorp.com

Oregon Dockets
825 NE Multnomah St, Suite 2000
Portland OR 97232-2149
Oregondockets@pacificorp.com

Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's fourth set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by November 13, 2015.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	FOURTH SET OF DATA REQUESTS
	)	TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: October 30, 2015

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

“Documents” includes copies of documents, where the originals are not in your possession, custody or control.

“Documents” includes every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original or any other copy.

“Documents” also includes any attachments or appendices to any document.

2. “Identification” and “identify” mean:

When used with respect to a document, stating the nature of the document (e.g., letter, memorandum, corporate minutes); the date, if any, appearing thereon; the date, if known, on which the document was prepared; the title of the document; the general subject

matter of the document; the number of pages comprising the document; the identity of each person who wrote, dictated, or otherwise participated in the preparation of the document; the identity of each person who signed or initiated the document; the identity of each person to whom the document was addressed; the identity of each person who received the document or reviewed it; the location of the document; and the identity of each person having possession, custody, or control of the document.

When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

3. “Pacific Power” refers to Pacific Power, PacifiCorp, any affiliated company, or any officer, director or employee of Pacific Power, or any affiliated company.
4. “Person” refers to, without limiting the generality of its meaning, every natural person, corporation, partnership, association (whether formally organized or *ad hoc*), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency, or any other group or organization.
5. “Studies” or “study” includes, without limitation, reports, reviews, analyses and audits.
6. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of this discovery any information or documents which might otherwise be considered to be beyond their scope.
7. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, whenever appropriate in order to bring within the scope of this discovery request any information or documents which might otherwise be considered to be beyond their scope.

II. INSTRUCTIONS

1. These requests call for all information, including information contained in documents, which relate to the subject matter of the Data Request and which is known or available to you.
2. Where a Data Request has a number of separate subdivisions or related parts or portions, a complete response is required to each such subdivision, part or portion. Any objection to a Data Request should clearly indicate the subdivision, part, or portion of the Data Request to which it is directed.
3. The time period encompassed by these Data Requests is from 2005 to the present unless otherwise specified.
4. Each response should be furnished on a separate page. In addition to hard copy, electronic versions of the document, including studies and analyses, must also be furnished if available.
5. If you cannot answer a Data Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the Data Request in full, and state what information or knowledge you have concerning the unanswered portions.
6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
7. If a document requested is unavailable, identify the document, describe in detail the reasons the document is unavailable, state where the document can be obtained, and specify the number of pages it contains.
8. If you assert that any document has been destroyed, state when and why it was destroyed and identify the person who directed the destruction. If the document was destroyed pursuant to your document destruction program, identify and produce a copy of the guideline, policy, or company manual describing such document destruction program.
9. If you refuse to respond to any Data Request by reason of a claim of privilege, confidentiality, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond, identify each such document, and specify the number of pages it contains. Please provide: (a) a brief description of the document; (b) date of document; (c) name of each author or preparer; (d) name of each person who received the document; and (e) the reason for withholding it and a statement of facts constituting the justification and basis for withholding it.

10. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
11. If no document is responsive to a Data Request that calls for a document, then so state.
12. These requests for documents and responses are continuing in character so as to require you to file supplemental answers as soon as possible if you obtain further or different information. Any supplemental answer should refer to the date and use the number of the original request or subpart thereof.
13. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
14. To the extent that the Company believes it is burdensome to produce specific information requested, please contact Surprise Valley to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. FOURTH SET OF DATA REQUESTS:

- 4.1 Please refer PacifiCorp's Answer at 1-4, then please identify in detail the specific transmission arrangements that Surprise Valley must provide to be able to sell the net output of the Paisley Project to PacifiCorp.
- 4.2 Please refer PacifiCorp's Answer at 1-4, please identify in detail the specific metering that PacifiCorp ESM needs for Surprise Valley, the Bonneville Power Administration ("BPA"), and/or PacifiCorp to install so that Surprise Valley is able to sell the net output of the Paisley Project to PacifiCorp.
- 4.3 Please explain what evidence would satisfy PacifiCorp ESM that a transmission arrangement is in place that will allow for the delivery of the net output of the Paisley Project across Surprise Valley's system for delivery to PacifiCorp's system at the point of interconnection between Surprise Valley's system and PacifiCorp's system.
- 4.4 Please identify the transmission arrangements that PacifiCorp ESM agrees would entitle Surprise Valley to a PURPA contract for sale of the net output of the Paisley Project to PacifiCorp.
- 4.5 Please identify the means PacifiCorp ESM believes must be in place so that Surprise Valley could verifiably deliver the net output of the Paisley Project.

- 4.6 Please identify the what type of method of tracking and transferring the Paisley Project's net output across its own distribution system that is acceptable to PacifiCorp ESM.
- 4.7 Please identify the verifiable delivery arrangements that PacifiCorp ESM agrees would make it possible for PacifiCorp to purchase the net output of the Paisley Project.
- 4.8 Please refer PacifiCorp's Answer 1-4, then please identify in detail the specific transmission arrangements that PacifiCorp Transmission needs so that Surprise Valley is able to sell the net output of the Paisley Project to PacifiCorp.
- 4.9 Please refer PacifiCorp's Answer at 1-4, then please identify in detail the specific metering that PacifiCorp Transmission needs for Surprise Valley, the Bonneville Power Administration ("BPA"), or PacifiCorp to install so that Surprise Valley must provide to be able to sell the net output of the Paisley Project to PacifiCorp.
- 4.10 Please explain what evidence would satisfy PacifiCorp Transmission that a transmission arrangement is in place for the delivery of the net output of the Paisley Project across Surprise Valley's system for delivery to PacifiCorp's system at the point of interconnection between Surprise Valley's system and PacifiCorp's system.
- 4.11 Please identify the transmission arrangements that PacifiCorp Transmission agrees would entitle Surprise Valley to a PURPA contract for sale of the net output of the Paisley Project to PacifiCorp.
- 4.12 Please identify the means by which PacifiCorp Transmission agrees that Surprise Valley could verifiably deliver the net output of the Paisley Project.
- 4.13 Please identify the what type of method of tracking and transferring the Paisley Project's net output across its own distribution system that is acceptable to PacifiCorp Transmission.
- 4.14 Please identify the verifiable delivery arrangements that PacifiCorp Transmission agrees would make possible for PacifiCorp to purchase the net output of the Paisley Project.
- 4.15 Please refer to PacifiCorp's response to Surprise Valley data response 1.35, then please provide copies of all communications from any of these individuals regarding the transmission arrangements that would entitle Surprise Valley to a PURPA contract for sale of the net output of the Paisley Project to PacifiCorp.
- 4.16 Please refer to PacifiCorp's response to Surprise Valley data response 1.35, then please provide copies of all communications from any of these individuals regarding means by which Surprise Valley could verifiably deliver the net output of the Paisley Project.
- 4.17 Please refer to PacifiCorp's response to Surprise Valley data response 1.35, then please provide copies of all communications from any of these individuals regarding Surprise Valley's method of tracking and transferring the Paisley Project's net output across its own distribution system.

- 4.18 Please refer to PacifiCorp's response to Surprise Valley data response 1.35, then please provide copies of all communications from any of these individuals regarding the verifiable delivery arrangements would make possible for PacifiCorp to purchase the net output of the Paisley Project.
- 4.19 Please refer to PacifiCorp's response to Surprise Valley data response 1.35, then please provide copies of all communications from any of these individuals regarding the specific transmission arrangements that PacifiCorp needs for Surprise Valley to be able to sell the net output of the Paisley Project to PacifiCorp.
- 4.20 Please refer to PacifiCorp's response to Surprise Valley data response 1.35, then please provide copies of all communications from any of these individuals regarding the specific metering that PacifiCorp Transmission needs for Surprise Valley, the Bonneville Power Administration ("BPA"), and/or PacifiCorp to install so that Surprise Valley can sell the net output of the Paisley Project to PacifiCorp.
- 4.21 Please refer to PacifiCorp's response to Surprise Valley data response 1.35, then please provide copies of all communications from any of these individuals regarding the specific metering that PacifiCorp ESM needs for Surprise Valley, the Bonneville Power Administration ("BPA"), and/or PacifiCorp to install so that Surprise Valley can sell the net output of the Paisley Project to PacifiCorp.
- 4.22 Please clarify the status of the construction agreement between PacifiCorp ESM and PacifiCorp Transmission regarding upgrades necessary for the Paisley Project, including whether PacifiCorp is still evaluating the need for the facilities anticipated in the construction agreement, and whether PacifiCorp is exploring the possibility of phasing construction to install the bi-directional meter between the two systems.
- 4.23 Please provide all communications between PacifiCorp ESM and PacifiCorp Transmission regarding upgrades necessary for the Paisley Project.
- 4.24 Please refer to PacifiCorp's responses to Surprise Valley data requests 1.13 to 1.18. Please explain how BPA could under or over schedule deliveries to Surprise Valley under the general transfer agreement if PacifiCorp has no information regarding how BPA schedules power to meet Surprise Valley's load every hour.
- 4.25 Please admit or deny that it is PacifiCorp's position that Surprise Valley will pay for the construction upgrades contemplated in the construction agreement filed with FERC between PacifiCorp ESM and PacifiCorp Transmission. If so, specify when and how PacifiCorp intends to recover payment from Surprise Valley. If not, please explain.
- 4.26 Since Surprise Valley initiated contact with PacifiCorp regarding a PPA, please provide all communications between Bruce Griswold or John Younie and any other PacifiCorp employee or Surprise Valley regarding Surprise Valley/the Paisley Project and "eTags."

Sanger Law PC

1117 SE 53rd Ave. Portland, OR 97215

tel (503) 756-7533 fax (503) 334-2235 irion@sanger-law.com

October 30, 2015

Via Electronic Mail

Matt McVee
Pacific Power
825 NE Multnomah St, Suite 1800
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matthew.mcvee@pacificorp.com

Oregon Dockets
825 NE Multnomah St, Suite 2000
Portland OR 97232-2149
Oregondockets@pacificorp.com

Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's fifth set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by November 17, 2015.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101. Please only provide confidential responses to myself.

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	FIFTH SET OF DATA REQUESTS
	)	TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: November 3, 2015

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

“Documents” includes copies of documents, where the originals are not in your possession, custody or control.

“Documents” includes every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original or any other copy.

“Documents” also includes any attachments or appendices to any document.

2. “Identification” and “identify” mean:

When used with respect to a document, stating the nature of the document (e.g., letter, memorandum, corporate minutes); the date, if any, appearing thereon; the date, if known, on which the document was prepared; the title of the document; the general subject

matter of the document; the number of pages comprising the document; the identity of each person who wrote, dictated, or otherwise participated in the preparation of the document; the identity of each person who signed or initiated the document; the identity of each person to whom the document was addressed; the identity of each person who received the document or reviewed it; the location of the document; and the identity of each person having possession, custody, or control of the document.

When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

3. “Pacific Power” refers to Pacific Power, PacifiCorp, any affiliated company, or any officer, director or employee of Pacific Power, or any affiliated company.
4. “Person” refers to, without limiting the generality of its meaning, every natural person, corporation, partnership, association (whether formally organized or *ad hoc*), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency, or any other group or organization.
5. “Studies” or “study” includes, without limitation, reports, reviews, analyses and audits.
6. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of this discovery any information or documents which might otherwise be considered to be beyond their scope.
7. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, whenever appropriate in order to bring within the scope of this discovery request any information or documents which might otherwise be considered to be beyond their scope.

II. INSTRUCTIONS

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3. The time period encompassed by these Data Requests is from 2005 to the present unless otherwise specified.
4. Each response should be furnished on a separate page. In addition to hard copy, electronic versions of the document, including studies and analyses, must also be furnished if available.
5. If you cannot answer a Data Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the Data Request in full, and state what information or knowledge you have concerning the unanswered portions.
6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
7. If a document requested is unavailable, identify the document, describe in detail the reasons the document is unavailable, state where the document can be obtained, and specify the number of pages it contains.
8. If you assert that any document has been destroyed, state when and why it was destroyed and identify the person who directed the destruction. If the document was destroyed pursuant to your document destruction program, identify and produce a copy of the guideline, policy, or company manual describing such document destruction program.
9. If you refuse to respond to any Data Request by reason of a claim of privilege, confidentiality, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond, identify each such document, and specify the number of pages it contains. Please provide: (a) a brief description of the document; (b) date of document; (c) name of each author or preparer; (d) name of each person who received the document; and (e) the reason for withholding it and a statement of facts constituting the justification and basis for withholding it.

10. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
11. If no document is responsive to a Data Request that calls for a document, then so state.
12. These requests for documents and responses are continuing in character so as to require you to file supplemental answers as soon as possible if you obtain further or different information. Any supplemental answer should refer to the date and use the number of the original request or subpart thereof.
13. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
14. To the extent that the Company believes it is burdensome to produce specific information requested, please contact Surprise Valley to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. FIFTH SET OF DATA REQUESTS:

- 5.1 Refer to the construction agreement between PacifiCorp ESM and PacifiCorp Transmission. Admit or deny that PacifiCorp ESM submitted a 3.7 MW network transmission service request on PacifiCorp's OASIS for designated network resource status for Surprise Valley's generation at the Paisley Project, in the amount of 3.7 MW. Identify the date of this request referred to in the referenced agreement, and provide the Completed Application submitted by PacifiCorp ESM pursuant to Section 29 and 30 of the OATT, and all documents supplied by PacifiCorp Transmission in response pursuant to the procedures in Section 32 of the OATT.
- 5.2 What basis did PacifiCorp ESM have to request to designate the Paisley Project as a Network Resource (and enter into the Sept 2014 Construction Agreement to complete such designation) if PacifiCorp ESM did not understand Paisley Project to intend to deliver and sell its entire net output, up to 3.7 MW identified in the agreement, to PacifiCorp for purchase as a QF?
- 5.3 Admit or deny that the OATT requires that PacifiCorp ESM have a contractual commitment to purchase the output of the generator in order to an application for designated network resource status. Reference PacifiCorp's OATT Section 30.2, requiring the request for designation of new network resource meet the following requirement:

This request must include a statement that the new network resource satisfies the following conditions:

(1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) The Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a noninterruptible basis, except for purposes of fulfilling obligations under a reserve sharing program. The Network Customer's request will be deemed deficient if it does not include this statement and the Transmission Provider will follow the procedures for a deficient application as described in Section 29.2 of the Tariff.

- 5.4 Please refer to the previous data request, and explain how the Paisely Project could have met this requirement under the OATT but somehow not formed a legally enforceable obligation to sell its entire net output to PacifiCorp.
- 5.5 Why did PacifiCorp ESM submit a request for designated network resource status for the project, as stated on page 1 of the construction agreement, if PacifiCorp ESM did not believe the project intended to deliver and sell all net output to PacifiCorp, and was committed to do so?
- 5.6 Admit or deny that if Surprise Valley were to serve its own load with the net output, then the designation as a PacifiCorp network resource would be unnecessary.
- 5.7 Admit or deny that the "Interconnection Customer" referred to in that construction agreement is Surprise Valley, as owner of the generator. If deny, identify the Interconnection Customer, and explain.
- 5.8 Please explain why the list of items that PacifiCorp Transmission included as the items that must be completed by the "Interconnection Customer" (aka Surprise Valley) on page 2-6 of the construction agreement do not include the list of transmission requirements that PacifiCorp alleged Surprise Valley must secure in page 3 and note 5 of the Answer at the OPUC.
- 5.9 Please admit or deny that the list of items included as the items that must be completed by the "Interconnection Customer" (aka Surprise Valley) on page 2-6 of the construction agreement are the only items that PacifiCorp Transmission has ever identified to PacifiCorp ESM and/or Paisley that must be completed prior to PacifiCorp Transmission having the capability to designate the entire net output of the Paisley Project as a network resource available to serve PacifiCorp loads. If deny, please identify any additional steps PacifiCorp Transmission has communicated that Surprise Valley must complete, and provide related all documents and correspondence.

Sanger Law PC

1117 SE 53rd Ave. Portland, OR 97215

tel (503) 756-7533 fax (503) 334-2235 irion@sanger-law.com

November 16, 2015

Via Electronic Mail

Matt McVee
Pacific Power
825 NE Multnomah St, Suite 1800
Portland OR 97232-2149
matthew.mcvee@pacificorp.com

Oregon Dockets
825 NE Multnomah St, Suite 2000
Portland OR 97232-2149
Oregondockets@pacificorp.com

Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's sixth set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by November 130, 2015.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101. Please only provide confidential responses to myself.

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	SIXTH SET OF DATA REQUESTS
	)	TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: November 16, 2015

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

“Documents” includes copies of documents, where the originals are not in your possession, custody or control.

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matter of the document; the number of pages comprising the document; the identity of each person who wrote, dictated, or otherwise participated in the preparation of the document; the identity of each person who signed or initiated the document; the identity of each person to whom the document was addressed; the identity of each person who received the document or reviewed it; the location of the document; and the identity of each person having possession, custody, or control of the document.

When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

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5. If you cannot answer a Data Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the Data Request in full, and state what information or knowledge you have concerning the unanswered portions.
6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
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13. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
14. To the extent that the Company believes it is burdensome to produce specific information requested, please contact Surprise Valley to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. SIXTH SET OF DATA REQUESTS:

- 6.1 Refer to the March 20, 2014 letter from Jim Schroeder to Brian McClelland regarding the Network Resource status for Surprise Valley. Since the functional separate between PacifiCorp merchant and transmission and the adoption of the company's Open Access Transmission Tariff, please provide for each company qualifying facility for which a network or point to point transmission request was made:
 - a. The date upon which the company committed to purchase the generation pursuant to an executed contract, other legally enforceable obligation, or has committed to purchase the generation pursuant to an executed contract that is contingent upon the availability of transmission services under Part III of the company's Open Access Transmission Tariff;
 - b. A copy of PacifiCorp merchant's letter(s) and attestation(s) to PacifiCorp transmission; and
 - c. Whether there were any documented third party transmission arrangements to deliver the power to PacifiCorp's system.

Sanger Law PC

1117 SE 53rd Ave. Portland, OR 97215

tel (503) 756-7533 fax (503) 334-2235 irion@sanger-law.com

November 23, 2015

Via Electronic Mail

Matt McVee
Pacific Power
825 NE Multnomah St, Suite 1800
Portland OR 97232-2149
matthew.mcvee@pacificorp.com

Oregon Dockets
825 NE Multnomah St, Suite 2000
Portland OR 97232-2149
Oregondockets@pacificorp.com

Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's seventh set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by December 7, 2015.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101. Please only provide confidential responses to myself.

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	SEVENTH SET OF DATA REQUESTS
	)	TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: November 23, 2015

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

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When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

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II. INSTRUCTIONS

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6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
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10. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
11. If no document is responsive to a Data Request that calls for a document, then so state.
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13. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
14. To the extent that the Company believes it is burdensome to produce specific information requested, please contact Surprise Valley to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. SEVENTH SET OF DATA REQUESTS:

- 7.1 Refer to PacifiCorp's response to SVEC data request 1.46(b). Has PacifiCorp Transmission studies the impacts to PacifiCorp's electric system and what the costs associated with integrating the resource are? If so, please explain and provide.
- 7.2 For each PacifiCorp off system QF contract, please identify the date upon which the PPA was signed, the date upon which PacifiCorp requested that transmission arrangements be provided, date upon which the QF provided transmission arrangements, and identify the transmission arrangements provided.
- 7.3 Please provide copies all industrial customer contracts with simultaneous buy-sell arrangements (for all or part of their power sales or purchases). Please identify whether any of the industrial customers are purchasing electricity under direct access.
- 7.4 Please refer to PacifiCorp's response to SVEC DR 2.8, 2.9 and 2.10 stating that "PacifiCorp rejected Surprise Valley's proposed sale concept" Please identify and provide all documentation regarding PacifiCorp's communications to Surprise Valley rejecting Surprise Valley's proposed sale concept.

Sanger Law PC

1117 SE 53rd Ave. Portland, OR 97215

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December 11, 2015

Via Electronic Mail

Matt McVee
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matthew.mcvee@pacificorp.com

Oregon Dockets
825 NE Multnomah St, Suite 2000
Portland OR 97232-2149
Oregondockets@pacificorp.com

Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's eighth set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by December 28, 2015.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101. Please only provide confidential responses to myself.

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	EIGHTH SET OF DATA REQUESTS
	)	TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: December 11, 2015

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

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When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

3. "Pacific Power" or "PacifiCorp" refers to Pacific Power, PacifiCorp, any affiliated company, or any officer, director or employee of Pacific Power, or any affiliated company, and including employees of both PacifiCorp Energy Management Services ("ESM") and PacifiCorp Transmission unless otherwise restricted in the request.
4. "Person" refers to, without limiting the generality of its meaning, every natural person, corporation, partnership, association (whether formally organized or ad hoc), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency, or any other group or organization.
5. "Studies" or "study" includes, without limitation, reports, reviews, analyses and audits.
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4. Each response should be furnished on a separate page. In addition to hard copy, electronic versions of the document, including studies and analyses, must also be furnished if available.
5. If you cannot answer a Data Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the Data Request in full, and state what information or knowledge you have concerning the unanswered portions.
6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
7. If a document requested is unavailable, identify the document, describe in detail the reasons the document is unavailable, state where the document can be obtained, and specify the number of pages it contains.
8. If you assert that any document has been destroyed, state when and why it was destroyed and identify the person who directed the destruction. If the document was destroyed pursuant to your document destruction program, identify and produce a copy of the guideline, policy, or company manual describing such document destruction program.
9. If you refuse to respond to any Data Request by reason of a claim of privilege, confidentiality, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond, identify each such document, and specify the number of pages it contains. Please provide: (a) a brief description of the document; (b) date of document; (c) name of each author or preparer; (d) name of each person who received the document; and (e) the reason for withholding it and a statement of facts constituting the justification and basis for withholding it.

10. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
11. If no document is responsive to a Data Request that calls for a document, then so state.
12. These requests for documents and responses are continuing in character so as to require you to file supplemental answers as soon as possible if you obtain further or different information. Any supplemental answer should refer to the date and use the number of the original request or subpart thereof.
13. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
14. To the extent that the Company believes it is burdensome to produce specific information requested, please contact Surprise Valley to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. EIGHTH SET OF DATA REQUESTS:

- 8.1 For an off-system contract between PacifiCorp and Surprise Valley, would PacifiCorp Transmission, acting as the control area operator, sell energy imbalance and other ancillary services to be used in deliveries of the QF's net output to PacifiCorp's system. If yes, please explain how this arrangement would work both contractually and operationally. If no, please explain why PacifiCorp Transmission, acting as the control area operator, would not be required to offer these services for deliveries from a generator interconnecting within PacifiCorp's control area.
- 8.2 For an off-system contract between PacifiCorp and Surprise Valley, would PacifiCorp ESM accept energy imbalance and ancillary services provided by PacifiCorp Transmission to be used in deliveries of the QF's net output to PacifiCorp's system.
- 8.3 Is it PacifiCorp ESM's position that Surprise Valley must provide energy imbalance or other ancillary services in order to provide necessary "transmission arrangements" or otherwise provide firm, uninterruptible transmission service across Surprise Valley's system? If yes, please identify all instances in which PacifiCorp ESM communicated this to Surprise Valley.
- 8.4 Is it PacifiCorp ESM's position that Surprise Valley must provide energy imbalance or other ancillary services in order to provide necessary "transmission arrangements" or

- otherwise provide firm, uninterruptible transmission service across Surprise Valley's system? If yes, please identify the FERC rule or policy that requires all firm point-to-point transmission be supported by imbalance energy service. If yes, please identify all instances in which PacifiCorp ESM communicated this to Surprise Valley.
- 8.5 Is it PacifiCorp Transmission's position that Surprise Valley must provide energy imbalance or other ancillary services in order to provide necessary "transmission arrangements" or otherwise provide firm, uninterruptible transmission service across Surprise Valley's system? If yes, please identify the FERC rule or policy that requires all firm point-to-point transmission be supported by imbalance energy service.
- 8.6 Is it PacifiCorp ESM's position that any energy imbalance or other ancillary services associated with transmission service across Surprise Valley's system must be provided by an entity other than PacifiCorp. If yes, please explain why PacifiCorp Transmission has no obligation to provide these services for transmission deliveries made within PacifiCorp's control area. If yes, please identify all instances in which PacifiCorp ESM communicated this to Surprise Valley.
- 8.7 Is it PacifiCorp Transmission's position that any energy imbalance or other ancillary services associated with transmission service across Surprise Valley's system must be provided by an entity other than PacifiCorp. If yes, please explain why PacifiCorp Transmission has no obligation to provide these services for transmission deliveries made within PacifiCorp's control area.
- 8.8 Is it PacifiCorp ESM's position that under the standard off-system contract Surprise Valley must form its own balancing authority and provide itself the energy imbalance and other ancillary services to support the form of transmission arrangements across Surprise Valley's system to PacifiCorp's system that PacifiCorp ESM asserts are necessary under the off-system standard contract? If yes, please explain why Surprise Valley cannot acquire these services from the existing control area operator – PacifiCorp Transmission. If yes, please identify all instances in which PacifiCorp ESM communicated this to Surprise Valley.
- 8.9 Is it PacifiCorp Transmission's position that under the standard off-system contract Surprise Valley must form its own balancing authority and provide itself the energy imbalance and other ancillary services to support the form of transmission arrangements across Surprise Valley's system to PacifiCorp's system that PacifiCorp ESM asserts are necessary under the off-system standard contract? If yes, please explain why Surprise Valley cannot acquire these services from the existing control area operator – PacifiCorp Transmission.
- 8.10 Is it PacifiCorp Transmission's position that in order to provide firm transmission, as defined by FERC and the OATT, Surprise Valley must acquire or provide itself with the energy imbalance and other ancillary services that PacifiCorp ESM asserts are necessary under the off-system standard contract? If yes, please identify the regulation or requirement that requires imbalance energy and ancillary services be included with all firm transmission deliveries under FERC's policies.

- 8.11 Is PacifiCorp Transmission technically capable of providing energy imbalance and other ancillary services to support the form of transmission arrangements across Surprise Valley's system to PacifiCorp's system that PacifiCorp ESM asserts are necessary under the off-system standard contract? If yes, please identify all instances where PacifiCorp Transmission offered to provide the ancillary services to Surprise Valley that PacifiCorp ESM asserts are necessary, and provide all written documents and correspondence communicating PacifiCorp Transmission's offer to sell these services to Surprise Valley. If no, please explain why not.
- 8.12 Please identify all utilities within PacifiCorp's balancing authority that PacifiCorp provides ancillary services for, and identify the generation resources are provided for.
- 8.13 Please refer to PacifiCorp's response to Surprise Valley's Data Request 1.31. Please assume that Surprise Valley provides whatever "firm transmission delivery arrangements for itself" PacifiCorp is requesting that Surprise Valley provide. Please admit, deny, or provide an explanation regarding whether PacifiCorp Transmission agrees that the existing metering at the Paisley Project, the Point of Interconnection between Surprise Valley and PacifiCorp, and any other location is sufficient on at least an interim basis to sell the QF's entire net output to PacifiCorp, provided that a power purchase agreement is in place with PacifiCorp. If PacifiCorp denies, please explain and provide all documents explaining why PacifiCorp is unable to accept the QF's entire net output. If PacifiCorp agrees the metering is sufficient on an interim basis, please explain why it is inadequate for a long-term basis.
- 8.14 Please refer to PacifiCorp's response to Surprise Valley's Data Request 1.31. Please assume that Surprise Valley provides whatever "firm transmission delivery arrangements for itself" PacifiCorp is requesting that Surprise Valley provide. Please admit, deny, or provide an explanation regarding whether PacifiCorp Transmission agrees that the existing metering at the Paisley Project, the Point of Interconnection between Surprise Valley and PacifiCorp, and any other location is sufficient on a long-term basis to sell the QF's entire net output to PacifiCorp, provided that a power purchase agreement is in place with PacifiCorp. If PacifiCorp denies, please explain and provide all documents explaining why PacifiCorp is unable to accept the QF's entire net output, including whether or not the upgrades identified in the construction agreement between PacifiCorp ESM and Transmission are necessary for PacifiCorp to accept the net output and/or will allow PacifiCorp to accept the QF's entire net output.
- 8.15 Please refer to PacifiCorp's response to Surprise Valley's Data Request 1.31. Please assume that the Oregon Public Utility Commission does not require Surprise Valley to provide any additional "firm transmission delivery arrangements for itself." Please admit, deny, or provide an explanation regarding whether PacifiCorp Transmission agrees that the existing metering at the Paisley Project, the Point of Interconnection between Surprise Valley and PacifiCorp, and any other location is sufficient on at least an interim basis to deliver and sell the QF's entire net output to PacifiCorp, provided that a power purchase agreement is in place with PacifiCorp. If PacifiCorp denies, please explain and provide all documents explaining why PacifiCorp is unable to accept the

QF's entire net output. If PacifiCorp agrees the metering is sufficient on an interim basis, please explain why it is inadequate for a long-term basis.

- 8.16 Please refer to PacifiCorp's response to Surprise Valley's Data Request 1.31. Please assume that the Oregon Public Utility Commission does not require Surprise Valley to provide any additional "firm transmission delivery arrangements for itself." Please admit, deny, or provide an explanation regarding whether PacifiCorp Transmission agrees that the existing metering at the Paisley Project, the Point of Interconnection between Surprise Valley and PacifiCorp, and any other location is sufficient on a long-term basis to deliver and sell the QF's entire net output to PacifiCorp, provided that a power purchase agreement is in place with PacifiCorp. If PacifiCorp denies, please explain and provide all documents explaining why PacifiCorp is unable to accept the QF's entire net output, including whether or not the upgrades identified in the construction agreement between PacifiCorp ESM and Transmission are necessary for PacifiCorp to accept the net output and/or will allow PacifiCorp to accept the net output.

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December 24, 2015

Via Electronic Mail

Matt McVee
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825 NE Multnomah St, Suite 1800
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matthew.mcvee@pacificorp.com

Oregon Dockets
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Portland OR 97232-2149
Oregondockets@pacificorp.com

Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's eighth set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by January 7, 2016.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101. Please only provide confidential responses to myself.

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	NINTH SET OF DATA REQUESTS
	)	TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: December 24, 2015

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

“Documents” includes copies of documents, where the originals are not in your possession, custody or control.

“Documents” includes every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original or any other copy.

“Documents” also includes any attachments or appendices to any document.

2. “Identification” and “identify” mean:

When used with respect to a document, stating the nature of the document (e.g., letter, memorandum, corporate minutes); the date, if any, appearing thereon; the date, if known, on which the document was prepared; the title of the document; the general subject

matter of the document; the number of pages comprising the document; the identity of each person who wrote, dictated, or otherwise participated in the preparation of the document; the identity of each person who signed or initiated the document; the identity of each person to whom the document was addressed; the identity of each person who received the document or reviewed it; the location of the document; and the identity of each person having possession, custody, or control of the document.

When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

3. "Pacific Power" or "PacifiCorp" refers to Pacific Power, PacifiCorp, any affiliated company, or any officer, director or employee of Pacific Power, or any affiliated company, and including employees of both PacifiCorp Energy Management Services ("ESM") and PacifiCorp Transmission unless otherwise restricted in the request.
4. "Person" refers to, without limiting the generality of its meaning, every natural person, corporation, partnership, association (whether formally organized or ad hoc), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency, or any other group or organization.
5. "Studies" or "study" includes, without limitation, reports, reviews, analyses and audits.
6. The terms "and" and "or" shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of this discovery any information or documents which might otherwise be considered to be beyond their scope.
7. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, whenever appropriate in order to bring within the scope of this discovery request any information or documents which might otherwise be considered to be beyond their scope.

II. INSTRUCTIONS

1. These requests call for all information, including information contained in documents, which relate to the subject matter of the Data Request and which is known or available to you.
2. Where a Data Request has a number of separate subdivisions or related parts or portions, a complete response is required to each such subdivision, part or portion. Any objection to a Data Request should clearly indicate the subdivision, part, or portion of the Data Request to which it is directed.
3. The time period encompassed by these Data Requests is from 2005 to the present unless otherwise specified.
4. Each response should be furnished on a separate page. In addition to hard copy, electronic versions of the document, including studies and analyses, must also be furnished if available.
5. If you cannot answer a Data Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the Data Request in full, and state what information or knowledge you have concerning the unanswered portions.
6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
7. If a document requested is unavailable, identify the document, describe in detail the reasons the document is unavailable, state where the document can be obtained, and specify the number of pages it contains.
8. If you assert that any document has been destroyed, state when and why it was destroyed and identify the person who directed the destruction. If the document was destroyed pursuant to your document destruction program, identify and produce a copy of the guideline, policy, or company manual describing such document destruction program.
9. If you refuse to respond to any Data Request by reason of a claim of privilege, confidentiality, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond, identify each such document, and specify the number of pages it contains. Please provide: (a) a brief description of the document; (b) date of document; (c) name of each author or preparer; (d) name of each person who received the document; and (e) the reason for withholding it and a statement of facts constituting the justification and basis for withholding it.

10. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
11. If no document is responsive to a Data Request that calls for a document, then so state.
12. These requests for documents and responses are continuing in character so as to require you to file supplemental answers as soon as possible if you obtain further or different information. Any supplemental answer should refer to the date and use the number of the original request or subpart thereof.
13. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
14. To the extent that the Company believes it is burdensome to produce specific information requested, please contact Surprise Valley to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. NINTH SET OF DATA REQUESTS:

- 9.1. Reference PacifiCorp's December 17, 2015 Supplemental Response to SVEC Request 1.29, stating that "Lower Valley and Bonneville may not have been submitting e-Tags, as are required under PacifiCorp's Transmission Business Practice #38."
 - a. In the circumstance referenced, please explain why the transmission business practice implementing PacifiCorp's OATT and thus applicable to PacifiCorp transmission customers would apply to an entity such as Lower Valley that is not a transmission customer of PacifiCorp Transmission.
 - b. Is it PacifiCorp Transmission's position that a generator such as Lower Valley (that makes deliveries over transmission lines not owned by PacifiCorp but located in PacifiCorp's control area) possesses the right to compel PacifiCorp Transmission to provide the services specified in Business Practice #38? Please explain why or why not.
 - c. Is it PacifiCorp Transmission's position that PacifiCorp Transmission has an obligation to provide the services specified in Business Practice #38 to an entity such as Lower Valley (that makes deliveries over transmission lines not owned by PacifiCorp but located in PacifiCorp's control area)? Please explain why or why not.

- d. If an entity in the position of Lower Valley (that makes deliveries over transmission lines not owned by PacifiCorp but located in PacifiCorp's control area) is unable to secure E-tags and other services specified in Business Practice #38 from PacifiCorp Transmission, please explain where such an entity would obtain these services for use within PacifiCorp's control area.
- 9.2. Reference PacifiCorp's December 17, 2015 Supplemental Response to SVEC Request 1.29, stating, "Business Practice #38 requires that all transactions (any agreement to transfer energy from a seller to a buyer) between transmission customers (regardless of transmission service provider) within PacifiCorp's balancing authority area must be E-Tagged, without exception."
- a. Is it PacifiCorp Transmission's position that this Business Practice applies to the deliveries from the Paisley Project to PacifiCorp at issue in the complaint?
- b. If the response to a. is "yes,"
- i. Please explain whether PacifiCorp Transmission considers Surprise Valley to be an eligible transmission customer of PacifiCorp Transmission that is lawfully entitled to purchase the services specified in Business Practice #38 on a non-discriminatory basis, and if so please explain the process for obtaining such services.
- ii. Please identify each instance where a PacifiCorp transmission function employee communicated with Surprise Valley regarding the Paisley Project and notified Surprise Valley of its right to purchase the E-tagging services referenced in the business practice.
- iii. Please admit or deny that PacifiCorp Transmission never communicated to Surprise Valley the necessity for Surprise Valley to obtain the services in the business practice to make deliveries to PacifiCorp's system from the Paisley Project.
- c. If the response to a. is "no:"
- i. Please explain where Surprise Valley would obtain these services for use within PacifiCorp's control area if Surprise Valley is unable to secure E-tags and other services specified in Business Practice #38 from PacifiCorp Transmission.
- ii. Please explain who PacifiCorp Transmission believes must be the entity that purchases the E-tagging services specified in the business practice for deliveries from the Paisley Project.
- d. Please identify the PacifiCorp employee who is the sponsor for this response.

- 9.3. Reference PacifiCorp's December 17, 2015 Supplemental Response to SVEC Request 1.29, stating, "Business Practice #38 requires that all transactions (any agreement to transfer energy from a seller to a buyer) between transmission customers (regardless of transmission service provider) within PacifiCorp's balancing authority area must be e-Tagged, without exception."
- a. Is it PacifiCorp ESM's position that this Business Practice applies to the deliveries from the Paisley Project to PacifiCorp at issue in the complaint?
 - b. Identify the date on which PacifiCorp ESM informed Surprise Valley that it expected Surprise Valley to follow this business practice.
 - c. Provide all documents evidencing PacifiCorp ESM's communication to Surprise Valley that this business practice exists and that PacifiCorp ESM expected Surprise Valley to follow it.
- 9.4. Reference PacifiCorp's December 17, 2015 Supplemental Response to SVEC Request 1.29, stating, "Business Practice #38 requires that all transactions (any agreement to transfer energy from a seller to a buyer) between transmission customers (regardless of transmission service provider) within PacifiCorp's balancing authority area must be e-Tagged, without exception."
- a. Identify each transaction that has utilized this Business Practice.
 - b. For each such transaction, also identify: (1) the seller, (2) the buyer, and (3) the transmission provider/owner of the facilities over which energy is transmitted.
 - c. Provide all documents in PacifiCorp ESM's and PacifiCorp Transmission's possession related to such transaction, organized by transaction. This request includes but is not limited to all contracts and communications between PacifiCorp Transmission and the entity that secured the services specified in the business practice.
- 9.5. Reference PacifiCorp's December 17, 2015 Supplemental Response to SVEC Request 1.29, stating, "Business Practice #38 requires that all transactions (any agreement to transfer energy from a seller to a buyer) between transmission customers (regardless of transmission service provider) within PacifiCorp's balancing authority area must be e-Tagged, without exception." Provide all prior versions of this business practice and all documents in PacifiCorp Transmission's possession regarding development and revision of the business practice.
- 9.6. Reference PacifiCorp's December 17, 2015 Supplemental Response to SVEC Request 1.29, stating, "Business Practice #38 requires that all transactions (any agreement to transfer energy from a seller to a buyer) between transmission customers (regardless of transmission service provider) within PacifiCorp's balancing authority area must be e-

Tagged, without exception.” Identify and provide copies of all other PacifiCorp Transmission business practices that PacifiCorp Transmission believes would apply the transmission delivery of energy from the Paisley Project to PacifiCorp’s system.

9.7. Reference PacifiCorp’s December 17, 2015 Supplemental Response to SVEC Request 1.29, stating, providing Business Practice #38, which in turn defines “Transmission Customer” as “for purposes of this business practice only, Transmission Customers of any Transmission Service Provider(s) PacifiCorp and others) that schedule Transactions on e-Tags that must be approved by the PacifiCorp Balancing Authority.”

a. Identify all entities that have ever met the definition of “Transmission Customer” under this business practice, but have not also purchased point-to-point or network transmission from PacifiCorp for the transaction utilizing this business practice.

b. For each such transaction, also identify: (1) the seller, (2) the buyer, and (3) the transmission provider/owner of the facilities over which energy is transmitted.

c. Provide all documents in PacifiCorp ESM’s and PacifiCorp Transmission’s possession related to such transaction, organized by transaction. This request includes but is not limited to all contracts and communications between PacifiCorp Transmission and the entity that secured the services specified in the business practice.

9.8. Reference PacifiCorp ESM (or its predecessor entity) March 20, 2014 Network Resource Request 79456228 to designate the Paisley Project as a network resource.

a. Please identify the date by which PacifiCorp Transmission acknowledged the request, and if such acknowledgement did not occur within ten (10) days of receipt as provided in Section 29 of the OATT please explain why. Provide a copy of such acknowledgement, including the specification in the acknowledgement of when the service agreement will be sent to PacifiCorp ESM as required by Section 29 of the OATT. Please also identify the date on which PacifiCorp ESM communicated PacifiCorp Transmission’s acknowledgement of the request to Surprise Valley.

b. Please identify the date by which PacifiCorp Transmission communicated to PacifiCorp ESM that a System Impact Study was necessary to accommodate the requested service. Please also identify the date on which PacifiCorp ESM communicated PacifiCorp’s Transmission’s notification of the need for a system impact study to Surprise Valley.

c. Please identify the date by which PacifiCorp Transmission tendered a System Impact Study Agreement to PacifiCorp ESM, and if such date was not within 30 days of the request as required by Section 32.1 of the OATT please explain why. Please also

identify the date on which PacifiCorp ESM communicated PacifiCorp Transmission's tender of a system impact study agreement to Surprise Valley.

d. Please identify the date by which PacifiCorp ESM returned the executed system impact study agreement to PacifiCorp Transmission, and if such date was not within 15 days as required by Section 32.1 of the OATT please explain why. Please also identify the date on which PacifiCorp ESM communicated execution and return of a system impact study agreement to Surprise Valley.

e. Please identify the date by which PacifiCorp Transmission provide PacifiCorp ESM with the completed System Impact Study, and if such date was not within 60 days after submittal of the system impact study agreement as required by section 32.3 of the OATT please explain why. Please also identify the date on which PacifiCorp ESM communicated completion of the system impact study to Surprise Valley and the date on which PacifiCorp provided the study to Surprise Valley.

f. Please identify the date on which PacifiCorp Transmission provided PacifiCorp ESM with the Facilities Study Agreement and if such date with not within thirty (30) days of the completion of the System Impact Study as required by Section 32.4 of the OATT please explain why. Please also identify the date on which PacifiCorp ESM communicated receipt of the Facilities Study Agreement to Surprise Valley.

g. Please identify the date by which PacifiCorp ESM returned the executed facilities study agreement to PacifiCorp Transmission, and if such date was not within 15 days as required by Section 32.4 of the OATT please explain why. Please also identify the date on which PacifiCorp ESM communicated execution and return of a facilities study agreement to Surprise Valley.

h. Please identify the date by which PacifiCorp Transmission provided PacifiCorp ESM with the completed Facilities Study, and if such date was not within 60 days after submittal of the Facilities Study Agreement as required by section 32.4 of the OATT please explain why and provide PacifiCorp Transmission notification to PacifiCorp ESM containing an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. Please also identify the dates on which PacifiCorp ESM provided to Surprise Valley (i) the completed facilities study, (ii) if applicable, that PacifiCorp Transmission's notification of any delays and revised timelines.

i. Please identify the date on which PacifiCorp ESM executed and returned the service agreement necessary to complete the upgrades identified by the Facilities Study and commence network service. If such date was not within 30 days of completion of the Facilities Study as required by section 32.4 of the OATT, please explain why. Please also identify the date on which PacifiCorp ESM communicated to Surprise Valley the execution and return of final service agreement necessary to complete the upgrades and commence network transmission service.

9.9. Reference PacifiCorp ESM (or its predecessor entity) March 20, 2014 Network Resource Request 79456228 to designate the Paisley Project as a network resource.

a. Did PacifiCorp Transmission fail to meet the study deadlines of 60 days for the system impact study or the facilities study associated with this request.

b. Please explain whether for purposes of compliance with sections 32.5 and 19.9 of the OATT, PacifiCorp Transmission considered Network Resource Request 79456228 to be a request related to a non-Affiliate of PacifiCorp Transmission. If this request is considered to be a request related to an Affiliate, please explain why.

c. For the class of all requests by PacifiCorp ESM to designate a QF as a network resource in the years 2012 through 2015, please provide the percentage of System Impact Studies and Facilities Studies completed by the Transmission Provider in each calendar quarter that were not completed within the 60-day study completion deadlines. If the percentage exceeds 20 percent for any two consecutive calendar quarters, please explain whether PacifiCorp has notified FERC consistent with section 19.9 of the OATT.

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December 30, 2015

Via Electronic Mail

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matthew.mcvee@pacificorp.com

Oregon Dockets
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Portland OR 97232-2149
Oregondockets@pacificorp.com

Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's tenth set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by January 13, 2016.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101. Please only provide confidential responses to myself.

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	TENTH SET OF DATA REQUESTS
	)	TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: December 30, 2015

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

“Documents” includes copies of documents, where the originals are not in your possession, custody or control.

“Documents” includes every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original or any other copy.

“Documents” also includes any attachments or appendices to any document.

2. “Identification” and “identify” mean:

When used with respect to a document, stating the nature of the document (e.g., letter, memorandum, corporate minutes); the date, if any, appearing thereon; the date, if known, on which the document was prepared; the title of the document; the general subject

matter of the document; the number of pages comprising the document; the identity of each person who wrote, dictated, or otherwise participated in the preparation of the document; the identity of each person who signed or initiated the document; the identity of each person to whom the document was addressed; the identity of each person who received the document or reviewed it; the location of the document; and the identity of each person having possession, custody, or control of the document.

When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

3. “Pacific Power” or “PacifiCorp” refers to Pacific Power, PacifiCorp, any affiliated company, or any officer, director or employee of Pacific Power, or any affiliated company, and including employees of both PacifiCorp Energy Management Services (“ESM”) and PacifiCorp Transmission unless otherwise restricted in the request.
4. “Person” refers to, without limiting the generality of its meaning, every natural person, corporation, partnership, association (whether formally organized or ad hoc), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency, or any other group or organization.
5. “Studies” or “study” includes, without limitation, reports, reviews, analyses and audits.
6. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of this discovery any information or documents which might otherwise be considered to be beyond their scope.
7. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, whenever appropriate in order to bring within the scope of this discovery request any information or documents which might otherwise be considered to be beyond their scope.

II. INSTRUCTIONS

1. These requests call for all information, including information contained in documents, which relate to the subject matter of the Data Request and which is known or available to you.
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4. Each response should be furnished on a separate page. In addition to hard copy, electronic versions of the document, including studies and analyses, must also be furnished if available.
5. If you cannot answer a Data Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the Data Request in full, and state what information or knowledge you have concerning the unanswered portions.
6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
7. If a document requested is unavailable, identify the document, describe in detail the reasons the document is unavailable, state where the document can be obtained, and specify the number of pages it contains.
8. If you assert that any document has been destroyed, state when and why it was destroyed and identify the person who directed the destruction. If the document was destroyed pursuant to your document destruction program, identify and produce a copy of the guideline, policy, or company manual describing such document destruction program.
9. If you refuse to respond to any Data Request by reason of a claim of privilege, confidentiality, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond, identify each such document, and specify the number of pages it contains. Please provide: (a) a brief description of the document; (b) date of document; (c) name of each author or preparer; (d) name of each person who received the document; and (e) the reason for withholding it and a statement of facts constituting the justification and basis for withholding it.

10. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
11. If no document is responsive to a Data Request that calls for a document, then so state.
12. These requests for documents and responses are continuing in character so as to require you to file supplemental answers as soon as possible if you obtain further or different information. Any supplemental answer should refer to the date and use the number of the original request or subpart thereof.
13. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
14. To the extent that the Company believes it is burdensome to produce specific information requested, please contact Surprise Valley to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. TENTH SET OF DATA REQUESTS:

- 10.1. Reference Mr. Bruce Griswold's email to Mr. Lynn Culp dated August 26, 2014, 9:09:05 PM, stating, in part: "PacifiCorp merchant has made it clear from our beginning discussions that we were not going to do any PPA that could not be physically metered and measured as having been delivered to PacifiCorp's system. That is the purpose of the system impact study and the involvement of our metering."
 - a. Is it PacifiCorp Transmission's position that there is no physical means to show that SVEC's project's entire net output reaches PacifiCorp's system other than through scheduling delivery and SVEC's payment for ancillary services?
 - b. If the response to subpart a. is yes, please reconcile the response with the referenced System Impact Study, the subsequent Facilities Study and the resulting Construction Agreement filed with FERC. Specifically, PacifiCorp Transmission is requested to please explain in detail why those studies and construction agreement were able to devise a metering arrangement that would allow the output to be designated as a PacifiCorp ESM network resource in response to a network resource request (AREF # 79456228), which specifically requested designation of the project with "no documented Third Party transmission arrangements to deliver resource to PacifiCorp system."

- c. Identify each transmission function employee of PacifiCorp who was involved in writing the System Impact Study, Facilities Study, and Construction Agreement arising from AREF # 79456228, and explain each individual's role.
- 10.2 Reference Mr. Bruce Griswold's email to Mr. Lynn Culp dated August 26, 2014, 9:09:05 PM, stating, in part: "As of today, we do not have a final confirmation on the metering, the cost of the metering, agreement in place on who pays for metering and whether that metering schemes without a doubt clearly shows that your project is delivering power to our system."
- a. Please explain whether as of the date of this data request PacifiCorp Transmission has final confirmation on "whether the metering schemes [described in the Consturction Agreement filed with FERC] without a doubt clearly shows that [SVEC's] project is delivering power to [PacifiCorp's] system."
- b. If the response to subpart a. is no, please reconcile the response with the referenced System Impact Study, the subsequent Facilities Study and the resulting Construction Agreement filed with FERC. Specifically, PacifiCorp Transmission is requested to please explain in detail why these studies all described a metering arrangement that would allow the output to be designated as a PacifiCorp ESM network resource in response to a network resource request (AREF # 79456228), which specifically requested designation of the project with "no documented Third Party transmission arrangements to deliver resource to PacifiCorp system."
- 10.3 Reference Mr. Bruce Griswold's email to Mr. Lynn Culp dated August 26, 2014, 9:09:05 PM, stating, in part: "As of today, we do not have a final confirmation on the metering, the cost of the metering, agreement in place on who pays for metering and whether that metering schemes without a doubt clearly shows that your project is delivering power to our system."
- a. Please identify all instances where PacifiCorp ESM or PacifiCorp Transmission asked Surprise Valley to pay for the metering arrangement referenced. Provide all supporting documents regarding such communications.
- b. Please identify all instances where Surprise Valley rejected any cost-allocations proposed by PacifiCorp for the metering arrangement referenced. Provide all supporting documents regarding such communications.
- 10.4 Reference PacifiCorp's Response to SVEC's Request No. 8.4, stating that firm transmission across Surprise Valley's system must be supported by energy imbalance and six other ancillary services.
- a. Please provide the contract demonstrating that PacifiCorp has arranged to acquire imbalance energy and ancillary services for deliveries of energy that PacifiCorp makes across Surprise Valley's system under the "Transfer Agreement" executed by PacifiCorp and Surprise Valley on November 13, 2013.

- b. Please admit or deny that the Transfer Agreement executed by PacifiCorp and Surprise Valley on November 13, 2013 contains no requirement for imbalance energy, schedules, any ancillary services, e-tags, or any sort of OATT or wholesale distribution tariff. If deny, please explain in detail how these services are procured by PacifiCorp for the deliveries across Surprise Valley's system.
- c. Please explain why Surprise Valley cannot use an arrangement similar to the Transfer Agreement executed by PacifiCorp and Surprise Valley on November 13, 2013, as a basis to make deliveries of the Paisley Project's entire net output to PacifiCorp's system.
- 10.5 Reference PacifiCorp's Response to SVEC's Request No. 8.5, stating that PacifiCorp Transmission's position is that firm transmission across Surprise Valley's system must be supported by energy imbalance and six other ancillary services acquired by Surprise Valley.
- a. Please provide the contract demonstrating that PacifiCorp Transmission imposed this same requirement upon PacifiCorp ESM for the deliveries of energy across Surprise Valley's system made under the "Transfer Agreement" executed by PacifiCorp and Surprise Valley on November 13, 2013.
- b. Please explain why PacifiCorp Transmission will not allow Surprise Valley to use an arrangement similar to the Transfer Agreement executed by PacifiCorp and Surprise Valley on November 13, 2013, as a basis to make deliveries of the Paisley Project's entire net output to PacifiCorp.
- c. Please explain why PacifiCorp Transmission neglected to mention the need for Surprise Valley to acquire these ancillary services in the System Impact Study, Facilities Study, and Construction Agreement it produced in response to PacifiCorp ESM's network resource request (AREF # 79456228), which specifically requested designation of the project with "no documented Third Party transmission arrangements to deliver resource to PacifiCorp system."
- 10.6 Reference PacifiCorp's response to Surprise Valley request 8.12, identifying Service Agreement Nos. 329 and 476 with Coral Energy and Iberdrola Renewables. For each service agreement:
- a. Identify the generator, its nameplate rating, motive force (e.g. wind, solar, gas), and purchaser of the electricity.
- b. Identify the interconnecting utility, and if available provide the transmission service agreement to transfer energy across that utility's system.
- c. Provide the service agreements referenced, and all other contractual arrangements between PacifiCorp related to the generator.

Sanger Law PC

1117 SE 53rd Ave. Portland, OR 97215

tel (503) 756-7533 fax (503) 334-2235 irion@sanger-law.com

February 12, 2016

Via Electronic Mail

Matt McVee
Pacific Power
825 NE Multnomah St, Suite 1800
Portland OR 97232-2149
matthew.mcvee@pacificorp.com

Oregon Dockets
825 NE Multnomah St, Suite 2000
Portland OR 97232-2149
Oregondockets@pacificorp.com

Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's eleventh set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by February 26, 2016.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101. Please only provide confidential responses to myself.

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	ELEVENTH SET OF DATA
	)	REQUESTS TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: February 12, 2016

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

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matter of the document; the number of pages comprising the document; the identity of each person who wrote, dictated, or otherwise participated in the preparation of the document; the identity of each person who signed or initiated the document; the identity of each person to whom the document was addressed; the identity of each person who received the document or reviewed it; the location of the document; and the identity of each person having possession, custody, or control of the document.

When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

3. "Pacific Power" or "PacifiCorp" refers to Pacific Power, PacifiCorp, any affiliated company, or any officer, director or employee of Pacific Power, or any affiliated company, and including employees of both PacifiCorp Energy Management Services ("ESM") and PacifiCorp Transmission unless otherwise restricted in the request.
4. "Person" refers to, without limiting the generality of its meaning, every natural person, corporation, partnership, association (whether formally organized or ad hoc), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency, or any other group or organization.
5. "Studies" or "study" includes, without limitation, reports, reviews, analyses and audits.
6. The terms "and" and "or" shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of this discovery any information or documents which might otherwise be considered to be beyond their scope.
7. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, whenever appropriate in order to bring within the scope of this discovery request any information or documents which might otherwise be considered to be beyond their scope.

II. INSTRUCTIONS

1. These requests call for all information, including information contained in documents, which relate to the subject matter of the Data Request and which is known or available to you.
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4. Each response should be furnished on a separate page. In addition to hard copy, electronic versions of the document, including studies and analyses, must also be furnished if available.
5. If you cannot answer a Data Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the Data Request in full, and state what information or knowledge you have concerning the unanswered portions.
6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
7. If a document requested is unavailable, identify the document, describe in detail the reasons the document is unavailable, state where the document can be obtained, and specify the number of pages it contains.
8. If you assert that any document has been destroyed, state when and why it was destroyed and identify the person who directed the destruction. If the document was destroyed pursuant to your document destruction program, identify and produce a copy of the guideline, policy, or company manual describing such document destruction program.
9. If you refuse to respond to any Data Request by reason of a claim of privilege, confidentiality, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond, identify each such document, and specify the number of pages it contains. Please provide: (a) a brief description of the document; (b) date of document; (c) name of each author or preparer; (d) name of each person who received the document; and (e) the reason for withholding it and a statement of facts constituting the justification and basis for withholding it.

10. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
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13. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
14. To the extent that the Company believes it is burdensome to produce specific information requested, please contact Surprise Valley to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. ELEVENTH SET OF DATA REQUESTS:

- 11.1. Provide the proposed terms under which PacifiCorp Transmission will sell the necessary ancillary and scheduling services to Surprise Valley that PacifiCorp ESM believes to be necessary under Addendum W in the standard off-system contract.
- 11.2. Provide the proposed terms under which PacifiCorp Transmission will sell the necessary ancillary and scheduling services to Surprise Valley that PacifiCorp ESM believes to be necessary under Addendum W in the standard off-system contract (modified to reflect that Surprise Valley is located in PacifiCorp's balancing authority).
- 11.3. Provide confirmation as to the new metering and communications (if any) that will be required for Surprise Valley to effect the deliveries under Addendum W in the standard off-system contract.
- 11.4. Provide confirmation as to the new metering and communications (if any) that will be required for Surprise Valley to effect the deliveries under Addendum W in the standard off-system contract (modified to reflect that Surprise Valley is located in PacifiCorp's balancing authority).

- 11.5 Provide confirmation as to the new metering and communications (if any) that will be required to effect deliveries if Surprise Valley is not required to effect deliveries under Addendum W in the standard off-system contract.

Sanger Law PC

1117 SE 53rd Ave. Portland, OR 97215

tel (503) 756-7533 fax (503) 334-2235 irion@sanger-law.com

February 16, 2016

Via Electronic Mail

Matt McVee
Pacific Power
825 NE Multnomah St, Suite 1800
Portland OR 97232-2149
matthew.mcvee@pacificorp.com

Oregon Dockets
825 NE Multnomah St, Suite 2000
Portland OR 97232-2149
Oregondockets@pacificorp.com

Re: In the Matter of the Complaint of SURPRISE VALLEY ELECTRIFICATION CORP.
against PACIFICORP, dba PACIFIC POWER
Docket No. UM 1742

Dear Mr. McVee:

Please find Surprise Valley's twelfth set of data requests to Pacific Power in this proceeding. Pacific Power has fourteen days to respond to these data requests, or by March 1, 2016.

Please provide your responses via email to Irion Sanger (irion@sanger-law.com), and Brad Kresge (bradsvec@frontier.com) and hard copies to Mr. Sanger at the address above, and Mr. Kresge at Surprise Valley Electrification Corp., 516 US Hwy 395 E, Alturas, CA 96101. Please only provide confidential responses to myself.

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Irion A. Sanger
Irion A. Sanger

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1742

Surprise Valley Electrification Corp.,)	
Complainant,	)	SURPRISE VALLEY
	)	ELECTRIFICATION CORP.
v.	)	TWELFTH SET OF DATA REQUESTS
	)	TO PACIFIC POWER
PacifiCorp, dba Pacific Power,)	
Defendant.)	
_____)	

Dated: February 16, 2016

I. DEFINITIONS

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, workpapers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

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matter of the document; the number of pages comprising the document; the identity of each person who wrote, dictated, or otherwise participated in the preparation of the document; the identity of each person who signed or initiated the document; the identity of each person to whom the document was addressed; the identity of each person who received the document or reviewed it; the location of the document; and the identity of each person having possession, custody, or control of the document.

When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

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6. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of this discovery any information or documents which might otherwise be considered to be beyond their scope.
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II. INSTRUCTIONS

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6. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.
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10. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
11. If no document is responsive to a Data Request that calls for a document, then so state.
12. These requests for documents and responses are continuing in character so as to require you to file supplemental answers as soon as possible if you obtain further or different information. Any supplemental answer should refer to the date and use the number of the original request or subpart thereof.
13. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
14. To the extent that the Company believes it is burdensome to produce specific information requested, please contact Surprise Valley to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
15. To the extent the Company objects to any of the requests please contact Surprise Valley to determine if the request can be modified to produce a less objectionable request.

III. TWELFTH SET OF DATA REQUESTS:

- 12.1 Please identify separately for each of the following PacifiCorp data responses: 1.2, 1.3, 1.4, 1.5, 1.6, 1.8, 1.9, 1.10, 1.11, 1.12, 1.19, 1.20, 1.21, 1.22, 1.24, 1.25, 1.26, 1.32, 1.36, 1.37, 1.38, 1.39, 1.40, 1.41, 1.42, 1.43, 1.44, 1.45, 1.46, 1.47, 1.48, 2.1, 2.2, 2.4, 2.5, 2.8, 2.9, 2.10, 2.11, 2.12, 2.14, 2.15, 3.2, 3.3, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.13, 8.14, 8.15, 9.1, 9.2, 9.3, 9.8, 9.9, 10.1, 10.2, 10.3, 10.4, 10.5, and 10.6:
 - a. Other than legal staff, please identify all individuals who helped prepare the response.
 - b. Please identify all individuals in the original and supplemental responses to Surprise Valley data response 1.35 that have information regarding the response.
 - c. The most recent contact information for any individuals identified in the original and all the supplemental responses to Surprise Valley data request 1.35 who are not currently employed by PacifiCorp.
 - d. The PacifiCorp employee(s) who is available to be deposed or testify regarding the information in the response.

- 12.2 Please provide an organization chart that includes all of the individuals identified in response to the original and supplemental Surprise Valley data request 1.35. Please identify each individual's current position, as well as each position that they have held since they started working on issues related to Surprise Valley.
- 12.3 Please refer to PacifiCorp's response to Surprise Valley data request 1.31. The network transmission request PacifiCorp Energy Service Management submitted to PacifiCorp transmission identified approximately \$450,000 in metering and other upgrades. Please identify whether these upgrades would need to be constructed under the three hypothetical examples identified in the response and the draft PPAs that Surprise Valley provided to PacifiCorp in May and July 2014:
- On-System PPA.
 - On-System PPA alternative.
 - Off-System PPA.
 - Either of the draft PPAs that Surprise Valley provided to PacifiCorp in May and July 2014.
- 12.4 Please refer to PacifiCorp's response to Surprise Valley data request 1.31. Please identify whether any upgrades would need to be constructed under the three hypothetical examples identified in the response and the draft PPAs that Surprise Valley provided to PacifiCorp in May and July 2014:
- On-System PPA.
 - On-System PPA alternative.
 - Off-System PPA.
 - Either of the draft PPAs that Surprise Valley provided to PacifiCorp in May and July 2014.
- 12.5 Please refer to PacifiCorp's response to Surprise Valley data request 5.2. Please identify what determination PacifiCorp ESM has made regarding whether (and what) metering would be required to measure any portion of the net output generated and delivered from the Paisley Project to PacifiCorp's system.
- 12.6 Please refer to PacifiCorp's response to Surprise Valley data requests 1.31 supplemental and 10.2. Please state whether PacifiCorp intends to resubmit or submit a new network resource request if Surprise Valley enters into a PPA under the three hypothetical examples identified in the response and the draft PPAs that Surprise Valley provided to PacifiCorp in May and July 2014:
- On-System PPA.
 - On-System PPA alternative.
 - Off-System PPA.
 - Either of the draft PPAs that Surprise Valley provided to PacifiCorp in May and July 2014.

12.7 Is it PacifiCorp's position that Surprise Valley would need to purchase, or otherwise provide services similar to, Scheduling, System Control and Dispatch Service (Schedule 1) from PacifiCorp in order to execute a PPA? Does the need for this service depend on whether the PPA would be for an on-system PPA, an off-system PPA or an on/off system PPA? If yes:

- a. Please explain why the service is required.
- b. Please indicate whether purchasing or otherwise acquiring this service is required under the standard off-system Addendum W and would satisfy the requirements under Addendum W.
- c. Please indicate whether purchasing or otherwise acquiring this service is required under the an off-system Addendum W for a QF located in PacifiCorp's balancing authority and would satisfy the requirements under Addendum W a QF located in PacifiCorp's balancing authority.

12.8 Is it PacifiCorp's position that Surprise Valley would need to purchase, or otherwise provide services similar to, Reactive Supply and Voltage Control from Generation or Other Sources Service (Schedule 2) from PacifiCorp in order to execute a PPA? Does the need for this service depend on whether the PPA would be for an on-system PPA, an off-system PPA or an on/off system PPA? If yes:

- a. Please explain why the service is required.
- b. Please indicate whether purchasing or otherwise acquiring this service is required under the standard off-system Addendum W and would satisfy the requirements under Addendum W.
- c. Please indicate whether purchasing or otherwise acquiring this service is required under the an off-system Addendum W for a QF located in PacifiCorp's balancing authority and would satisfy the requirements under Addendum W a QF located in PacifiCorp's balancing authority.

12.9 Is it PacifiCorp's position that Surprise Valley would need to purchase, or otherwise provide services similar to, Regulation and Frequency Response Service (Schedule 3) from PacifiCorp in order to execute a PPA? Does the need for this service depend on whether the PPA would be for an on-system PPA, an off-system PPA or an on/off system PPA? If yes:

- a. Please explain why the service is required.
- b. Please indicate whether purchasing or otherwise acquiring this service is required under the standard off-system Addendum W and would satisfy the requirements under Addendum W.
- c. Please indicate whether purchasing or otherwise acquiring this service is required under the an off-system Addendum W for a QF located in PacifiCorp's balancing

authority and would satisfy the requirements under Addendum W a QF located in PacifiCorp's balancing authority.

12.10 Is it PacifiCorp's position that Surprise Valley would need to purchase, or otherwise provide services similar to, Generator Regulation and Frequency Response Service (Schedule 3A) from PacifiCorp in order to execute a PPA? Does the need for this service depend on whether the PPA would be for an on-system PPA, an off-system PPA or an on/off system PPA? If yes:

- a. Please explain why the service is required.
- b. Please indicate whether purchasing or otherwise acquiring this service is required under the standard off-system Addendum W and would satisfy the requirements under Addendum W.
- c. Please indicate whether purchasing or otherwise acquiring this service is required under the an off-system Addendum W for a QF located in PacifiCorp's balancing authority and would satisfy the requirements under Addendum W a QF located in PacifiCorp's balancing authority.

12.11 Is it PacifiCorp's position that Surprise Valley would need to purchase, or otherwise provide services similar to, Energy Imbalance Service (Schedule 4) from PacifiCorp in order to execute a PPA? Does the need for this service depend on whether the PPA would be for an on-system PPA, an off-system PPA or an on/off system PPA? If yes:

- a. Please explain why the service is required.
- b. Please indicate whether purchasing or otherwise acquiring this service is required under the standard off-system Addendum W and would satisfy the requirements under Addendum W.
- c. Please indicate whether purchasing or otherwise acquiring this service is required under the an off-system Addendum W for a QF located in PacifiCorp's balancing authority and would satisfy the requirements under Addendum W a QF located in PacifiCorp's balancing authority.

12.12 Is it PacifiCorp's position that Surprise Valley would need to purchase, or otherwise provide services similar to, Operating Reserve - Spinning Reserve Service (Schedule 5) from PacifiCorp in order to execute a PPA? Does the need for this service depend on whether the PPA would be for an on-system PPA, an off-system PPA or an on/off system PPA? If yes:

- a. Please explain why the service is required.
- b. Please indicate whether purchasing or otherwise acquiring this service is required under the standard off-system Addendum W and would satisfy the requirements under Addendum W.

- c. Please indicate whether purchasing or otherwise acquiring this service is required under the an off-system Addendum W for a QF located in PacifiCorp's balancing authority and would satisfy the requirements under Addendum W a QF located in PacifiCorp's balancing authority.
- 12.13 Is it PacifiCorp's position that Surprise Valley would need to purchase, or otherwise provide services similar to, Operating Reserve - Supplemental Reserve Service (Schedule 6) from PacifiCorp in order to execute a PPA? Does the need for this service depend on whether the PPA would be for an on-system PPA, an off-system PPA or an on/off system PPA? If yes:
- a. Please explain why the service is required.
- b. Please indicate whether purchasing or otherwise acquiring this service is required under the standard off-system Addendum W and would satisfy the requirements under Addendum W.
- c. Please indicate whether purchasing or otherwise acquiring this service is required under the an off-system Addendum W for a QF located in PacifiCorp's balancing authority and would satisfy the requirements under Addendum W a QF located in PacifiCorp's balancing authority.
- 12.14 Is it PacifiCorp's position that Surprise Valley would need to purchase, or otherwise provide services similar to, Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service (Schedule 7) from PacifiCorp in order to execute a PPA? Does the need for this service depend on whether the PPA would be for an on-system PPA, an off-system PPA or an on/off system PPA? If yes:
- a. Please explain why the service is required.
- b. Please indicate whether purchasing or otherwise acquiring this service is required under the standard off-system Addendum W and would satisfy the requirements under Addendum W.
- c. Please indicate whether purchasing or otherwise acquiring this service is required under the an off-system Addendum W for a QF located in PacifiCorp's balancing authority and would satisfy the requirements under Addendum W a QF located in PacifiCorp's balancing authority.
- 12.15 Is it PacifiCorp's position that Surprise Valley would need to purchase, or otherwise provide services similar to, Non-Firm Point-To-Point Transmission Service (Schedule 8) from PacifiCorp in order to execute a PPA? Does the need for this service depend on whether the PPA would be for an on-system PPA, an off-system PPA or an on/off system PPA? If yes:
- a. Please explain why the service is required.

- b. Please indicate whether purchasing or otherwise acquiring this service is required under the standard off-system Addendum W and would satisfy the requirements under Addendum W.
 - c. Please indicate whether purchasing or otherwise acquiring this service is required under the an off-system Addendum W for a QF located in PacifiCorp's balancing authority and would satisfy the requirements under Addendum W a QF located in PacifiCorp's balancing authority.
- 12.16 Is it PacifiCorp's position that Surprise Valley would need to purchase, or otherwise provide services similar to, Generator Imbalance Service (Schedule 9) from PacifiCorp in order to execute a PPA? Does the need for this service depend on whether the PPA would be for an on-system PPA, an off-system PPA or an on/off system PPA? If yes:
- a. Please explain why the service is required.
 - b. Please indicate whether purchasing or otherwise acquiring this service is required under the standard off-system Addendum W and would satisfy the requirements under Addendum W.
 - c. Please indicate whether purchasing or otherwise acquiring this service is required under the an off-system Addendum W for a QF located in PacifiCorp's balancing authority and would satisfy the requirements under Addendum W a QF located in PacifiCorp's balancing authority.

Exhibit B

Oregon Public Utility Commission
OPUC Docket UM 1742
April 4, 2016
SVEC Response to PacifiCorp Data Request 3.88

PacifiCorp Data Request 3.88

Does Surprise Valley agree that the language in 18 C.F.R. § 292.303(d) requires some sort of evidence of a transmission arrangement before an obligation to purchase power is transferred to another utility?

Response to PacifiCorp Data Request 3.88

No. Surprise Valley is entitled to sell the net output of the Paisley Project as an on-system qualifying facility and through displacement of power delivered by PacifiCorp. A contract or legally enforceable obligation can be entered into before there is evidence of a transmission arrangement. For example, QF power purchase agreements are typically signed before interconnection and transmission related issues are fully resolved.

Exhibit C

Oregon Public Utility Commission
OPUC Docket UM 1742
April 4, 2016
SVEC Response to PacifiCorp Data Request 3.72

PacifiCorp Data Request 3.72

2.72. Refer to SVEC/200, Culp/7, lines 11-13. Admit or deny that as of December 13, 2013, Surprise Valley understood that the net output of the Paisley Project must be wheeled across Surprise Valley's system to get to Lakeview. If admitted, explain in detail what, at that time, Surprise Valley thought "wheeling" meant.

Response to PacifiCorp Data Request 3.72

At that time Surprise Valley understood wheeling as meaning power that was transmitted or carried across power line from one point to another contractually or from electrical flow. In the case of the Paisley generation, Surprise Valley understood this to mean the generation would be contractually carried, transmitted or transferred on the Surprise Valley line from the substation at the Paisley generating plant to the switch at Lakeview through BPA meter 41.

Surprise Valley did not understand that PacifiCorp believed that ancillary services, or other unspecified transmission arrangements were necessary to wheel power over its own power lines.

Oregon Public Utility Commission
OPUC Docket UM 1742
April 4, 2016
SVEC Response to PacifiCorp Data Request 3.44

PacifiCorp Data Request 3.44

Refer to SVEC/102. Admit or deny that SVEC does provide wheeling service across its system.

Response to PacifiCorp Data Request 3.44

Surprise Valley is unclear what PacifiCorp means by wheeling.

Surprise Valley provides transfer service to PacifiCorp.

Exhibit D

Oregon Public Utility Commission
OPUC Docket UM 1742
April 4, 2016
SVEC Response to PacifiCorp Data Request 3.2

PacifiCorp Data Request 3.2

At SVEC/400, Anderson 3, lines 19-22, Mr. Anderson states that, “the power generated at the Paisley Project will displace that which PacifiCorp would otherwise transmit to Surprise Valley.” Please confirm or deny the following:

- (a) When PacifiCorp Transmission “transmits” power to Surprise Valley, it does so on BPA’s behalf, in accordance with a transmission service agreement between the Bonneville Power Administration (BPA) and PacifiCorp.
- (b) The power “transmitted” to Surprise Valley by PacifiCorp is not a sale of power from PacifiCorp to Surprise Valley. It is delivery of the power BPA provides to Surprise Valley under Surprise Valley’s and BPA’s power sales agreement.

Response to PacifiCorp Data Request 3.2

Surprise Valley objects to this data request on the grounds that Mr. Anderson is not testifying regarding the contractual details between BPA, PacifiCorp and/or Surprise Valley. Mr. Anderson is testifying regarding the electrical engineering.

Surprise Valley objects to this data request on the grounds that BPA’s scheduling practices and the General Transfer Agreement between BPA and PacifiCorp are not relevant to the issues in this proceeding, and are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission.

Notwithstanding this objection, Surprise Valley responds as follows:

Surprise Valley is not a party to any transmission service agreements between BPA and PacifiCorp, and is not prepared at this time to address the specific contract details regarding any BPA and PacifiCorp contracts.

- (a) Surprise Valley generally understands that PacifiCorp transmits power to Surprise Valley pursuant to at least one transmission or wheeling agreement between PacifiCorp and BPA.
- (b) The power that PacifiCorp transmits or wheels to Surprise Valley is not a sale of power to Surprise Valley. However, Surprise Valley disagrees with the characterization that it “is delivery of the power BPA provides to Surprise Valley under Surprise Valley’s and BPA’s power sales agreement.” Surprise Valley lacks knowledge necessary to confirm that in each minute of the year BPA provides power to PacifiCorp in the precise amount necessary to match Surprise Valley’s load. Instead, Surprise Valley generally understands that PacifiCorp provides an

imbalance-type service to BPA to make up for the difference between BPA's schedules and/or deliveries to PacifiCorp and Surprise Valley's actual load in any given hour under the General Transfer Agreement. PacifiCorp's act of supplying this imbalance-type energy to BPA could be considered to be a "sale" of energy by PacifiCorp to BPA for delivery to Surprise Valley's load, albeit pursuant to the General Transfer Agreement. To the extent that PacifiCorp believes that BPA is not accurately scheduling and delivering energy necessary to serve Surprise Valley's loads, and is also not adequately compensating PacifiCorp for the imbalance-type service provided to BPA under the General Transfer Agreement, that is an issue that PacifiCorp must raise with BPA and or FERC under that transmission agreement; the dispute over the FERC-jurisdictional transmission agreement between PacifiCorp and BPA is not relevant to PacifiCorp's separate obligation to purchase the entire net output of Surprise Valley's QF made available to PacifiCorp. Surprise Valley objects to inclusion of that transmission issue in this proceeding on grounds of federal preemption.

Exhibit E

Oregon Public Utility Commission
OPUC Docket UM 1742
April 4, 2016
SVEC Response to PacifiCorp Data Request 3.17

PacifiCorp Data Request 3.17

At SVEC/400, Anderson/12, lines 7-10, Mr. Anderson explains that Surprise Valley will continue to purchase BPA power for its full retail load, even as it sells the Paisley Project's power to PacifiCorp. At SVEC/400, Anderson/4, lines 9-14, Mr. Anderson states that the generation from the Paisley Project will generally be consumed by Surprise Valley's load. Consider a scenario where BPA fails to schedule enough power to Surprise Valley's system to serve Surprise Valley's full retail load (measured as if the Paisley Project were not operating), and, at the same time, all of the Paisley Project's generation is consumed by Surprise Valley load.

- a. Does Surprise Valley contend that PacifiCorp is still required to purchase the full net output of the Paisley Project?
- b. If the answer to (a) is yes, where will PacifiCorp receive an "increased amount of power" on its system?

Response to PacifiCorp Data Request 3.17

Surprise Valley objects to this data request on the grounds that Mr. Anderson is not testifying regarding the contractual details between BPA, PacifiCorp and/or Surprise Valley. Mr. Anderson is testifying regarding the electrical engineering issues.

Surprise Valley objects to this data request on the grounds that BPA's scheduling practices and the General Transfer Agreement between BPA and PacifiCorp are not relevant to the issues in this proceeding, and are subject to the exclusive jurisdiction of the Federal Energy Regulatory Commission.

Surprise Valley objects to this data request on the grounds that Surprise Valley is not a party to any transmission contracts that detail BPA's scheduling practices to serve Surprise Valley's entire load. PacifiCorp is a party to these contracts and can provide Surprise Valley with information regarding these scheduling practices.

Notwithstanding this objection, Surprise Valley responds as follows:

PacifiCorp did not identify issues related to scheduling BPA power under its transmission agreements until after Surprise Valley sent a demand letter to PacifiCorp on April 16, 2015. This issue was discussed in confidential settlement discussions. This response does not reveal confidential material PacifiCorp provided to Surprise Valley in those discussions.

The testimony of Gary Saleba and Gail Tabone address the differences between contract and electrical flow of power. Surprise Valley cannot answer this data request as drafted because it inappropriately confuses contract and electrical flow of power, and is premised upon PacifiCorp's legal theory of the case.

Surprise Valley's purchases of power from BPA that are transmitted by PacifiCorp are not relevant to the issues in this proceeding because they address the contract flow of power. Surprise Valley purchases power to serve its total retail loads from BPA, which are transmitted by PacifiCorp. The rights and obligations related to these transactions are contained in Surprise Valley and BPA's contracts, and PacifiCorp and BPA's contracts. If PacifiCorp, Surprise Valley or BPA violate or otherwise do not abide by these terms and conditions, then those agreements detail the legal remedies available to the parties. Under and over schedules, and under and over deliveries are addressed under the terms of those agreements, and can occur regardless of whether or not Surprise Valley sells the net output of the Paisley Project to PacifiCorp.

Please also refer to Surprise Valley's response to PacifiCorp data request 3.2.

In addition, please refer to Surprise Valley's Response to PacifiCorp Data Request 3.39 which explains Surprise Valley's understanding of BPA's scheduling practices under the BPA and PacifiCorp transmission agreement(s). Surprise Valley's general understanding is that, as the arrangement exists today without the QF output, PacifiCorp is obligated under the GTA to transfer the energy necessary to serve Surprise Valley's load even if BPA fails to schedule and deliver enough energy to Surprise Valley's system to serve Surprise Valley's full retail load. Thus, from an electrical standpoint, in the circumstance described in this question, PacifiCorp would receive the energy that would have otherwise been transmitted to Surprise Valley load in the absence of the QF's net output, whether that energy is supplied by BPA or is supplied by PacifiCorp Transmission as an imbalance-type service under the GTA.