

Davison Van Cleve PC

Attorneys at Law

TEL (503) 241-7242 • FAX (503) 241-8160 • mail@dvclaw.com
Suite 400
333 SW Taylor
Portland, OR 97204

October 14, 2013

Via Electronic Mail and Federal Express

Public Utility Commission of Oregon
Attn: Filing Center
3930 Fairview Industrial Dr SE
Salem, OR 97302-1166

Re: PacifiCorp 5-Year Opt-Out
Docket No. UE 267

Dear Filing Center:

Enclosed for filing in the above-referenced docket, please find the original and five (5) copies of the Stipulation on behalf of the Public Utility Commission of Oregon, the Industrial Customers of Northwest Utilities, Noble Americas Energy Solutions LLC, Wal-Mart Stores, Inc., Shell Energy North America (US), LP, Constellation NewEnergy, Inc., Fred Meyer Stores, Inc./Kroger, Co., the Northwest and Intermountain Power Producers Coalition, Safeway Inc., and Vitesse, LLC. Original copies of the signatory pages will follow to the Commission along with a separate letter once they are gathered.

Thank you for your assistance, and please do not hesitate to call our office with any questions.

Sincerely yours,

/s/ Irion A. Sanger
Irion A. Sanger

Enclosures

cc: Service List

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the attached Stipulation upon all parties in this proceeding, as shown below, by causing a copy thereof to be sent via electronic mail only, as all parties have waived paper service.

Dated at Portland, Oregon, this 14th day of October, 2013.

/s/ Irion A. Sanger
Irion A. Sanger

<p>(W) CARL FINK 628 SW CHESTNUT ST, STE 200 PORTLAND OR 97219 cmfink@blueplanetlaw.com</p>	<p>(W) EDWARD FINKLEA EXECUTIVE DIRECTOR 326 FIFTH ST LAKE OSWEGO OR 97034 efinklea@nwigu.org</p>
<p>(W) BOEHM KURTZ & LOWRY KURT J BOEHM JODY KYLER COHN 36 E SEVENTH ST - STE 1510 CINCINNATI OH 45202 kboehm@bkllawfirm.com jkyler@bkllawfirm.com</p>	<p>(W) CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP THOMAS M GRIM RICHARD LORENZ 1001 SW FIFTH AVE STE 2000 PORTLAND OR 97204-1136 tgrim@cablehuston.com rlorenz@cablehuston.com</p>
<p>(W) CONSTELLATION ENERGY COMMODITIES GROUP, INC. MARY LYNCH 5074 NAWAL DRIVE EL DORADO HILLS CA 95762 mary.lynch@constellation.com</p>	<p>(W) ENERGY STRATEGIES LLC KEVIN HIGGINS 215 STATE ST - STE 200 SALT LAKE CITY UT 84111-2322 khiggins@energystrat.com</p>

<p>(W) EXELON BUSINESS SERVICES COMPANY CYNTHIA FONNER BRADY 4300 WINFIELD RD WARRENVILLE IL 60555 cynthia.brady@constellation.com</p>	<p>(W) FRED MEYER STORES/KROGER NONA SOLTERO 3800 SE 22ND AVE PORTLAND OR 97202 nona.soltero@fredmeyer.com</p>
<p>(W) HUTCHINSON COX COONS ORR & SHERLOCK SAMUEL L ROBERTS 777 HIGH ST STE 200 PO BOX 10886 EUGENE OR 97440 sroberts@eugenelaw.com</p>	<p>(W) NOBLE AMERICAS ENERGY SOLUTIONS, LLC GREG BASS 401 WEST A ST., STE. 500 SAN DIEGO CA 92101 gbass@noblesolutions.com</p>
<p>(W) NW & INTERMOUNTAIN POWER PRODUCERS COALITION ROBERT D KAHN 1117 MINOR AVENUE, SUITE 300 SEATTLE WA 98101 rkahn@nippc.org</p>	<p>(W) PACIFIC POWER & LIGHT JOELLE STEWARD 825 NE MULTNOMAH STE 2000 PORTLAND OR 97232 joelle.steward@pacificorp.com</p>
<p>(W) PACIFICORP ETTA LOCKEY 825 NE MULTNOMAH ST., STE 1800 PORTLAND OR 97232 etta.lockey@pacificorp.com</p>	<p>(W) PORTLAND GENERAL ELECTRIC DOUGLAS C TINGEY – 1WTC13 JAY TINKER – 1WTC-0702 121 SW SALMON ST. PORTLAND OR 97204 doug.tingey@pgn.com pge.opuc.filings@pgn.com</p>

<p>(W) PUBLIC UTILITY COMMISSION OF OREGON MARC HELLMAN PO BOX 1088 SALEM OR 97308-1088 marc.hellman@state.or.us</p>	<p>(W) PUC STAFF - DEPARTMENT OF JUSTICE JOHANNA RIEMENSCHNEIDER BUSINESS ACTIVITIES SECTION 1162 COURT ST NE SALEM OR 97301-4796 johanna.riemenschneider@doj.state.or.us</p>
<p>(W) REGULATORY & COGENERATION SERVICES INC DONALD W SCHOENBECK 900 WASHINGTON ST STE 780 VANCOUVER WA 98660-3455 dws@r-c-s-inc.com</p>	<p>(W) RICHARDSON ADAMS, PLLC GREGORY M. ADAMS PO BOX 7218 BOISE ID 83702 greg@richardsonadams.com</p>
<p>(W) SAFEWAY INC LISSA MALDONADO GEORGE WAIDELICH 5918 STONERIDGE MALL ROAD PLEASANTON CA 94588-3229 lissa.maldonado@safeway.com george.waidelich@safeway.com</p>	<p>(W) SHELL ENERGY JOHN LESLIE 600 WEST BROADWAY SUITE 2600 SAN DIEGO CA 92101 jleslie@mckennalong.com</p>
<p>(W) SHELL ENERGY NORTH AMERICA MARCIE MILNER 4445 EASTGATE MALL STE 100 SAN DIEGO CA 92121 marcie.milner@shell.com</p>	<p>(W) WAL-MART STORES, INC. STEVE W CHRISS KEN BAKER 2001 SE 10TH ST BENTONVILLE AR 72716-0550 stephen.chriss@wal-mart.com ken.baker@wal-mart.com</p>

**(W) CONSTELLATION NEWENERGY,
INC.**

JOHN DOMAGALSKI

550 WEST WASHINGTON BLVD, STE
300

CHICAGO, IL 60661

john.domagalski@constellation.com

1 **BEFORE THE PUBLIC UTILITY COMMISSION**
 2 **OF OREGON**

3 **UE 267**

4 In the Matter of

5 PACIFICORP

6 Transition Adjustment, Five-Year Cost of
 7 Service Opt-Out

8
 9 **STIPULATION**

10 **INTRODUCTION**

- 11 1. The parties to this Stipulation are the Public Utility Commission of Oregon (the
 12 “Commission” or “OPUC”) staff (“Staff”), Industrial Customers of Northwest
 13 Utilities (“ICNU”), Noble Americas Energy Solutions LLC (“Noble Solutions”),
 14 Wal-Mart Stores, Inc. (“Wal-Mart”), Shell Energy North America (US), LP (“Shell”),
 15 Constellation NewEnergy, Inc. (“Constellation”), Fred Meyer Stores, Inc./Kroger,
 16 Co. (“Fred Meyer”), the Northwest and Intermountain Power Producers Coalition
 17 (“NIPPC”), Safeway Inc. (“Safeway”), and Vitesse, LLC (“Vitesse”) collectively
 18 referred to as “the Stipulating Parties.” Other parties to the case include PacifiCorp
 19 d/b/a Pacific Power (“PacifiCorp”), and Portland General Electric Company (“PGE”).
 20 PacifiCorp opposes this Stipulation, and PGE takes no position.

21 **BACKGROUND**

- 22 2. In Order No. 12-500 in Docket No. UM 1587, the Commission noted that PacifiCorp
 23 has chosen not to file a five-year opt-out program similar to the PGE five-year opt-out
 24 program. The Commission stated that it found no basis to maintain the difference in
 25 the programs of the two utilities, and adopted a PGE-type model for PacifiCorp. As a
 26 result, the Commission directed PacifiCorp to file a tariff for “a five-year opt-out
 program that allows a qualified customer to go to direct access and pay fixed

1 transition charges for the next five years, and then to be no longer subject to transition
2 adjustments.”

3 3. On February 28, 2013, PacifiCorp filed its proposed five-year opt-out tariff in Advice
4 No. 13-004. The specific tariff filing was Schedule 296-Transition Adjustment, Five-
5 Year Cost of Service Opt-Out (“Schedule 296”).

6 4. PacifiCorp’s tariff filing was docketed as UE 267, and, in Order No. 13-130, the
7 Commission suspended Schedule 296 for an investigation.

8 5. Pursuant to the schedule adopted by the Administrative Law Judge, PacifiCorp filed
9 opening testimony on June 14, 2013, and Staff, ICNU, Noble Solutions, Wal-Mart,
10 and Constellation/Shell filed reply testimony on September 13, 2013. Fred Meyer,
11 Vitesse, Safeway, NIPPC, and PGE did not file opening or reply testimony.

12 6. The Parties participated in a settlement conference on September 26, 2013. All
13 parties were invited to participate in the settlement conference. As a result of the
14 discussions at the settlement conference, the Stipulating Parties enter into this
15 Stipulation.

16 **STIPULATION**

17 7. The Stipulating Parties agree to submit this Stipulation to the Commission and
18 request that the Commission approve the Stipulation as presented without
19 modification.

20 8. To address disputed issues of potential undue cost shifting and fairness to all
21 customers, the Stipulating Parties agree to recommend that the Commission modify
22 PacifiCorp’s proposed Schedule 296, as explained herein. The Stipulating Parties
23 intend for these changes to be made before the 2014 election window for service
24 commencing in 2015 and thereafter.

25 9. Consumer Opt-Out Charge. PacifiCorp has proposed recovery of fixed generation
26 costs for a twenty-year period over five years of the transition period through a

1 “Consumer Opt-Out Charge.” The Stipulating Parties agree that there should be no
2 Consumer Opt-Out Charge.

3 10. Post Five-Year Transition Period Recovery of Fixed Generation Costs. The
4 Stipulating Parties agree that during the five-year opt-out transition period, consumers
5 electing this rate option shall pay the effective applicable Schedule 200 rate for Base
6 Supply Service. Subsequent to the five-year opt-out, the nonresidential consumer
7 shall not pay Schedule 200 rates and shall have no responsibility for any PacifiCorp
8 fixed generation costs until such time as the consumer returns to standard PacifiCorp
9 cost of service rates.

10 11. Right to Return to Cost of Service Rates. PacifiCorp proposed that a consumer that
11 opts out under Schedule 296 never be allowed to return to cost of service rates. The
12 Stipulating Parties agree that customers that opt out under Schedule 296 be allowed to
13 return to cost of service rates with four years’ notice.

14 12. Transition Charge Calculation. PacifiCorp proposed to use the GRID model to
15 determine the value of the proposed Schedule 296 transition charge for eligible rate
16 schedules, differentiated by voltage and by heavy load hours (“HLH”) and light load
17 hours (“LLH”). The Stipulating Parties agree that transition charge calculations
18 should use the GRID model, using the calculation methodology proposed by
19 PacifiCorp in this docket, to determine the value of transition charge credits;
20 however, the Stipulating Parties also agree that four changes should be made to the
21 transition charge calculations:

- 22 a. The transition charge rates should not differentiate between HLH and LLH,
23 although differences in market values between HLH and LLH would
24 continue to be reflected in the GRID calculation;
- 25 b. The Schedule 296 Transition Adjustment should be calculated using GRID
26 by assuming that 50 aMW of direct access load departs in the first year of

1 the program, rather than assuming all 175 aMW of eligible load departs at
2 the same time. In subsequent years, the Schedule 296 Transition
3 Adjustment for new departing customers should be calculated using GRID
4 by incorporating the amount of actual departed load experienced in prior
5 years, and by assuming that an additional 50 aMW of direct access load
6 departs in the year for which the Schedule 296 rate is being calculated. The
7 amount of departing load incorporated into GRID for any year shall not
8 exceed 175 aMW, unless the Program Cap is increased;

9 c. The transition charge calculations should include a credit for Bonneville
10 Power Administration (“BPA”) transmission based on 80% of the BPA
11 point to point (“PTP”) rate with a 100% load factor. The BPA transmission
12 credit should be based on the then current BPA PTP rates in effect, and may
13 change over the five year opt-out period. Based on the BPA PTP rates in
14 effect on October 1, 2013, the BPA transmission credit would be
15 (\$1.61)/MWh for service in 2015; and

16 d. Treatment of thermal generation in the GRID model that is backed down for
17 the assumed direct access load shall be based on the Company’s historical
18 practice, as incorporated in the Company’s 2009-2013 TAM calculations. A
19 general description of that practice follows: thermal generation is priced at
20 the simple monthly average of the California Oregon Border (“COB”)
21 prices, the Mid-Columbia prices, and the avoided cost of thermal generation
22 determined by GRID. The monthly COB and Mid-Columbia prices is
23 applied to the HLH and LLH separately, consistent with the adjustments that
24 PacifiCorp incorporated in its Schedule 294 calculation in Docket No. UE
25 264 and which have been incorporated in the Company’s 2009-2013 TAM
26 calculations.

1 13. Program Cap. PacifiCorp proposed a 175 aMW cap on total participation. For at
2 least an interim period, the Stipulating Parties agree to a 175 aMW cap. The
3 Stipulating Parties agree that any party can request at a future time that the size of the
4 cap be increased.

5 14. Eligibility. PacifiCorp proposed that eligibility be limited to certain large
6 nonresidential consumers. The Stipulating Parties agree to the PacifiCorp proposal as
7 clarified in the summary below. Eligibility will be limited to large nonresidential
8 consumers who have chosen the five-year opt-out of PacifiCorp's cost-based supply
9 service Schedule 201 and who currently receive delivery service under Schedules 47,
10 48, 747, 748, or consumers' meters who receive service under delivery service
11 Schedules 30, 47 and/or 48, or 730, 747, and/or 748 under a single corporate name or
12 billing address with meters of more than 200 kW of billing demand at least once in
13 the previous thirteen months that total to at least 2 MW in aggregate. Once a meter
14 meets the opt-out eligibility requirement, all other nonresidential meters billed to the
15 same entity or billing address with lesser annual usage located on the same property
16 are also eligible to opt out at the time the large nonresidential consumer elects to opt-
17 out of cost-based supply service for that property. For these other meters, the
18 Schedule 296 transition charge will be the charge associated with the largest meter at
19 the premises.

20 15. Election Window. The Stipulating Parties agree that the duration of the election
21 window for the five-year opt-out shall be one month, during the month of November
22 each year.

23 16. It is the intent of the Stipulating Parties that the terms of this Stipulation regarding
24 long-term direct access issues and the five-year opt-out option will be in effect for at
25 least the four service years 2015 through 2018. The Stipulating Parties agree that
26 they will not propose or support changes to PacifiCorp's five-year opt-out program

1 inconsistent with the terms of this Stipulation during this period, unless agreed to by
2 all Stipulating Parties. The Stipulating Parties intend that PacifiCorp's five-year
3 program will be re-evaluated prior to expiration of the term of this Stipulation, and
4 thereby agree to reconvene no later than January 2017 to evaluate the effectiveness of
5 the long term opt-out program, to propose any changes to program parameters, and to
6 attempt to reach consensus on a request for Commission approval of subsequent
7 enrollments in the multi-year opt-out programs. The Stipulating Parties recommend
8 that the Commission instruct PacifiCorp to participate in such meetings.

9 17. Vitesse has proposed that transition adjustment charges for new customers should
10 reflect only those costs, if any, that were actually incurred by PacifiCorp in serving
11 new customers that otherwise could not be mitigated. Although many of the
12 Stipulating Parties expressed support for the concept proposed by Vitesse, the
13 provision was not included in this Stipulation because Staff did not agree that it was
14 an appropriate issue to be resolved through this Stipulation. The Stipulating Parties
15 therefore agree that no person shall be precluded from raising, supporting or opposing
16 the issue of the appropriate transition adjustment charge for new customers at any
17 time in the future.

18 18. The Stipulating Parties recommend and request that the Commission approve the
19 adjustments and provisions described herein as an appropriate and reasonable
20 resolution of this UE 267 docket.

21 19. The Parties agree that this Stipulation is in the public interest.

22 20. The Parties agree that this Stipulation represents a compromise in the positions of the
23 parties. Without the written consent of all parties, evidence of conduct or statements,
24 including but not limited to term sheets or other documents created solely for use in
25 settlement conferences in this docket, are confidential and not admissible in the
26

1 instant or any subsequent proceeding, unless independently discoverable or offered
2 for other purposes allowed under ORS 40.190.

3 21. The Stipulating Parties have negotiated this Stipulation as an integrated document. If
4 the Commission rejects all or any material part of this Stipulation, or adds any
5 material condition to any order that is not consistent with this Stipulation, each
6 Stipulating Party reserves its right to withdraw from the Stipulation, upon written
7 notice to the Commission and the other Parties within five (5) business days of
8 service of the order that rejects this Stipulation, in whole or material part, or adds
9 such material condition. If any Stipulating Party exercises its right to withdraw from
10 the Stipulation, all Stipulating Parties:

- 11 i. reserve the right to recommend that the Commission resolve issues in a
12 different manner than contained in this Stipulation, including but not
13 limited to the recommendations in their reply testimony;
- 14 ii. reserve the right to present evidence and argument on the record in support
15 of the Stipulation and/or different positions, including the right to cross-
16 examine witnesses, introduce evidence as deemed appropriate to respond
17 fully to issues presented, and raise issues that are incorporated in the
18 settlements in this proceeding;
- 19 iii. agree that pursuant to OAR 860-01-0350(9), further hearings should be
20 held to fully address the issues in this case because, by entering into this
21 Stipulation at this stage in the proceedings prior to hearing and legal
22 briefing, the Stipulating Parties have foregone the ability to fully develop
23 and present their individual positions they have agreed to concede for
24 purposes of entering into this Stipulation; and
25
26

1 iv. agree that, pursuant to ORS 756.561 and OAR 860-001-0720, all
2 Stipulating Parties may seek rehearing or reconsideration, or, pursuant to
3 ORS 756.610, to appeal of any Commission order.

4 Nothing in this paragraph provides any Stipulating Party the right to withdraw from
5 this Stipulation as a result of the Commission's resolution of issues that this
6 Stipulation does not resolve.

7 22. This Stipulation will be offered into the record in this proceeding as evidence
8 pursuant to OAR 860-001-0350(7). The Stipulating Parties agree to support this
9 Stipulation throughout this proceeding and in any appeal, provide witnesses to
10 support this Stipulation, and recommend that the Commission issue an order adopting
11 the settlements contained herein. By entering into this Stipulation, no Stipulating
12 Party shall be deemed to have approved, admitted or consented to the facts,
13 principles, methods or theories employed by any other Stipulating Party in arriving at
14 the terms of this Stipulation. Except as provided in this Stipulation, no Stipulating
15 Party shall be deemed to have agreed that any provision of this Stipulation is
16 appropriate for resolving issues in any other proceeding.

17 23. This Stipulation may be signed in any number of counterparts, each of which will be
18 an original for all purposes, but all of which taken together will constitute one and the
19 same agreement.

20 The Stipulation is entered into by each Stipulating Party on the date entered below.

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PUBLIC UTILITY COMMISSION STAFF

INDUSTRIAL CUSTOMERS OF
NORTHWEST UTILITIES

Dated: _____

Dated: Oct 14, 2013

By: _____

By: Irion Sanger

Johanna Riemenschneider

Irion Sanger

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INDUSTRIAL CUSTOMERS OF
NORTHWEST UTILITIES

23
24 Dated: October 14, 2013

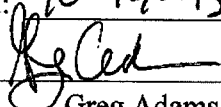
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25 By: Johanna Riemenschneider
26 Johanna Riemenschneider

By: _____
Irion Sanger

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NOBLE AMERICAS ENERGY
SOLUTIONS LLC

Dated: 10-14-13
By: 
Greg Adams

WAL-MART STORES, INC.

Dated: _____
By: _____
Sam Roberts

SHELL ENERGY NORTH
AMERICA

Dated: _____
By: _____
John Leslie

CONSTELLATION NEWENERGY, INC.

Dated: _____
By: _____
John Leslie

FRED MEYER STORES INC.
KROGER CO.

Dated: _____
By: _____
Kurt Boehm

NORTHWEST AND
INTERMOUNTAIN POWER
PRODUCERS COALITION

Dated: _____
By: _____
Carl Fink

SAFEWAY INC.

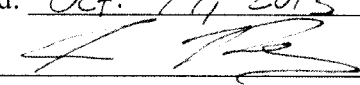
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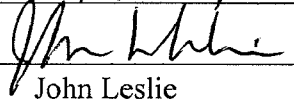
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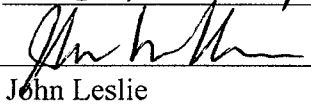
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SHELL ENERGY NORTH AMERICA

CONSTELLATION NEWENERGY, INC.

Dated: October 14, 2013
By: 
John Leslie

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NORTHWEST AND INTERMOUNTAIN POWER PRODUCERS COALITION

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By: _____

Kurt Boehm

Carl Fink

SAFEWAY INC.

Dated: _____

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George Waidelich

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NOBLE AMERICAS ENERGY
SOLUTIONS LLC

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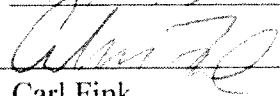
Dated: _____

By: _____

Kurt Boehm

NORTHWEST AND
INTERMOUNTAIN POWER
PRODUCERS COALITION

Dated: 12/14/13

By: 

Carl Fink

SAFEWAY INC.

Dated: _____

By: _____

George Waidelich

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SOLUTIONS LLC

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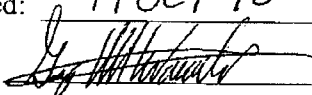
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Dated: 14 OCT 13

By: 

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