

**BEFORE THE PUBLIC SERVICE COMMISSION OF WYOMING**

**IN THE MATTER OF THE )  
APPLICATION OF ROCKY MOUNTAIN )  
POWER FOR A MODIFICATION OF )  
AVOIDED COST METHODOLOGY AND )  
REDUCED CONTRACT TERM OF )  
PURPA POWER PURCHASE )  
AGREEMENTS )**

**DOCKET NO. 20000-545-ET-18  
Record No. 15133**

**DIRECT TESTIMONY**

**OF**

**KENNETH G. LAY**

**On Behalf Of**

**Northern Laramie Range Alliance (NLRA)**

**April 18, 2019**

**NLRA EXHIBIT 800**

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2

3 A. Kenneth G. Lay. My address is 1351 Boxelder Rd., Converse County, Wyoming.

4

5 **Q. WHAT IS YOUR PROFESSIONAL BACKGROUND AND EXPERIENCE?**

6

7 A. I have a law degree from George Washington University in Washington D.C. and maintain  
8 active membership in the State Bar of California. Earlier in my career I spent six years as  
9 an enforcement lawyer with the U.S. Securities and Exchange Commission. I also have a  
10 background in finance: I hold the Chartered Financial Analyst (CFA) designation from the  
11 CFA Institute, and I worked for many years in finance and investments for The World Bank  
12 in Washington, D.C., including as its treasurer. More recently, I have served in a senior  
13 management capacity with the Rock Creek Group, a private asset management firm, and I  
14 am engaged in my individual capacity with international public- and private-sector  
15 institutions developing tools to increase the scale and reduce the cost of financing for  
16 sustainable infrastructure and environmental conservation, particularly in emerging market  
17 countries.

18

19 **Q. IN WHAT CAPACITY ARE YOU TESTIFYING IN THIS PROCEEDING?**

20

21 A. I'm testifying as a member of the Steering Committee of the Northern Laramie Range  
22 Alliance ("NLRA" or "the Alliance"), a citizen group, most of the members of which are  
23 residents of the Rocky Mountain Power ("the Company," "RMP" or "PacifiCorp") service  
24 area in Wyoming.

25

1 **Q. WHAT IS THE NORTHERN LARAMIE RANGE ALLIANCE AND WHO ARE**  
2 **ITS MEMBERS?**

3  
4 A. NLRA is a group of citizens concerned to avoid large-scale industrial development in the  
5 Northern Laramie Range in central Wyoming. NLRA also has placed a priority on  
6 supporting policies in government at the federal, state and local level, and among public  
7 utilities such as the Company, that will ensure reliable generation, transmission and  
8 distribution of electricity at the lowest practicable cost, both financially and in landscape  
9 and habitat intensity. More than 900 have petitioned in opposition to industrial-scale wind  
10 energy development and related infrastructure in Wyoming's Northern Laramie Range on  
11 the basis of its relative cost to ratepayers and landscape and habitat intensity. Over the past  
12 several years, as NLRA and its members have become more educated and aware of the  
13 issues surrounding wind energy development – in particular, the distortions caused by  
14 federal laws mandating public-utility purchases of energy from certain third-party  
15 developers – NLRA has become concerned with its impact on the capacity of public  
16 utilities such as RMP to deliver reliable electric service while meeting these cost and  
17 environmental standards.

18  
19 **Q. HOW LONG HAVE YOU BEEN A MEMBER OF THE NLRA STEERING**  
20 **COMMITTEE?**

21  
22 A. I have been a member of the Steering Committee since its creation early in 2009.

23  
24 **Q. WHAT ARE YOUR RESPONSIBILITIES AS A STEERING COMMITTEE**  
25 **MEMBER?**

1 A. My responsibilities are to work with the other members of the Steering Committee to  
2 establish priorities for the Alliance, communicate with the membership and arrange for  
3 NLRA's priorities to be implemented as effectively as possible.

4

5 **Q. WHAT RATEPAYER PROCEEDINGS HAS NLRA BEEN INVOLVED IN?**

6

7 A. We have been involved in proceedings before regulatory agencies at the federal and state  
8 level, and in federal and state courts, including FERC and this Commission. NLRA has  
9 participated in the Company's two most recent general rate cases, an ECAM case, and  
10 cases related to the Company's Schedules 37 and 38. In addition, NLRA regularly  
11 participates in public policy issues in Wyoming.

12

13 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

14

15 A. The purpose of my testimony is to provide information regarding NLRA's concerns with  
16 respect to the potential impact of this proceeding on its members as electric ratepayers.

17

18 **Q. WHAT IS NLRA'S UNDERSTANDING OF THE COMPANY'S PROPOSAL IN  
19 THIS DOCKET?**

20

21 A. On November 2, 2018, RMP filed its application with the Commission requesting authority  
22 to reduce the contract term in prospective power purchase agreements ("PPA") offered to  
23 qualifying facilities ("QF") under the Public Utility Regulatory Policies Act of 1978  
24 ("PURPA"). RMP also requests an order approving modification to the Company's  
25 avoided cost methodology used for tariff Schedule 37 "Avoided Cost Purchases from  
26 Qualifying Facilities" and tariff Schedule 38 "Avoided Cost Purchases from Non-Standard

1 Qualifying Facilities” and approving certain clarifications to the process by which the  
2 Company and potential QFs negotiate and finalize PPAs governed by Schedules 37 and/or  
3 38.

4

5 **Q. PLEASE DESCRIBE THE ACTIVITIES NLRA UNDERTOOK TO REVIEW THE**  
6 **COMPANY’S REQUEST AND TO DEVELOP YOUR RECOMMENDATIONS.**

7

8 A. I reviewed the Company’s Application, and the direct testimony it filed with the  
9 Commission, to understand its request and to develop the recommendations herein. I also  
10 reviewed other direct testimony filed in this matter, data requests and responses exchanged  
11 by the parties, and associated exhibits.

12

13 **Q. IS THIS THE FIRST OCCASION ON WHICH NLRA HAS INTERVENED IN A**  
14 **MATTER RELATING TO SCHEDULE 38?**

15 A. No. In 2015, NLRA intervened in the Company’s previous application for a reduction in  
16 the required QF contract term. *See*, Docket No. 20000-481-EA15 (Record No. 14220)  
17 (the “2015 Proceeding”).

18

19 **Q. DID NLRA SUPPORT THE COMPANY’S APPLICATION IN THAT**  
20 **PROCEEDING?**

21 A. Yes. NLRA supported the Company’s application to reduce to three years from 20 years  
22 the minimum term of QF contracts. NLRA participated thereafter in the collaborative that  
23 the Commission convened to seek a consensus on this issue.

24

1 **Q. HAVE YOU EXAMINED THE COMPANY’S APPLICATION IN THIS**  
2 **PROCEEDING AND, IN PARTICULAR, THE TESTIMONY OF MR.**  
3 **TOURANGEAU IN SUPPORT THEREOF?**

4 A. Yes.

5  
6 **Q. WHAT IS NLRA’S POSITION IN THE PRESENT MATTER?**

7 A. NLRA continues to support a reduction in the minimum contract term for QF contracts,  
8 particularly those associated with intermittent, non-dispatchable resources. However,  
9 NLRA believes that the Commission should adopt a shorter minimum contract term,  
10 specifically, a term of one year, perhaps with a provision for renewal (for a specified  
11 number of periods) at the option of the owner of the facility at a rate consistent with the  
12 Company’s then-prevailing avoided cost.<sup>1</sup> NLRA also supports the proposed clarifications  
13 in the procedures for establishing QF PPAs.

14

15 **Q. DOES FEDERAL LAW OR STATE STATUTE REQUIRE RMP TO ENTER WITH**  
16 **QFs CONTRACTS OF A PARTICULAR TERM?**

17  
18 A. As I stated in my direct testimony in the 2015 Proceeding, there is nothing in PURPA or  
19 any other federal statute or regulation that requires utilities to enter with QFs PPAs of a  
20 particular minimum term. PURPA leaves this matter to the states, and practice varies

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<sup>1</sup> This would be consistent with the policy recently adopted by the Alabama Public Service Commission, cited by Mr. Tourangeau on page 15 of his direct testimony: “In 2017, Alabama approved forecasted energy and capacity rates fixed for a one-year term with an evergreen provision allowing QFs to sell power in future years at updated avoided cost rates.” *citing* Order, Alabama Public Service Commission, Docket No. U-5213 WL 9775573 (March 7, 2017).

1 widely: In the Company's service area, for example, the current range is from two years  
2 (Idaho) to 20 years (Wyoming).<sup>2</sup>

3  
4 **Q. DOES LOCKING IN FIXED PRICES FOR PURCHASES IN 20-YEAR**  
5 **CONTRACTS COMPLY WITH PURPA'S RATEPAYER INDIFFERENCE**  
6 **STANDARD?**

7  
8 A. As I stated in my direct testimony in the 2015 Proceeding, the wind and solar industries  
9 themselves have made the point that costs are coming down – locking in today likely will  
10 produce higher rates over the horizon of a long-term contract. Obviously, energy prices  
11 could rise, in which case fixed-price contracts could be advantageous to the Company and  
12 its ratepayers. But if, as in the case of PURPA contracts, rates are not determined through  
13 open competition, and the resource is neither dispatchable nor subject to curtailment, there  
14 remains a significant disadvantage for ratepayers compared to non-PURPA contracts on  
15 otherwise similar pricing and terms.

16  
17 **Q. DO 20-YEAR CONTRACTS PROVIDE THE COMPANY WITH THE**  
18 **NECESSARY FLEXIBILITY TO BALANCE SUPPLY AND DEMAND ACROSS**  
19 **ITS SYSTEM?**

20  
21 A. As I stated in my direct testimony in the 2015 Proceeding, the Company's ability to  
22 appropriately balance supply and demand across its system depends on a dynamic market  
23 for energy and capacity; this is inconsistent with the requirement that it enter long-term,

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<sup>2</sup> A useful recent overview of the PURPA legal context, including the respective authority of FERC and the states' public utility commissions, contract requirements and parameters and approaches to determining avoided cost, can be found in Flatt, Yeazal and Wobbleton, *Federal parameters on the definition of avoided cost under PURPA and legal methods currently used and acceptable under PURPA application for states to encourage or discourage distributed generation* (2017, University of North Carolina Center for Climate, Energy, Environment and Economics and University of Houston Law Center, Environment, Energy & Natural Resources Center). *See esp.* pp.6-7.

1 fixed-price contracts, especially for intermittent, non-dispatchable resources from facilities  
2 such as QFs that the Company cannot curtail (except in the case of emergency).

3  
4 **Q. ISN'T THE MATTER OF LONG-TERM, FIXED-PRICE CONTRACTS PART OF**  
5 **A BROADER SET OF ISSUES RELATED TO PURPA?**

6  
7 A. Yes. As numerous commentators have noted, PURPA has long outlived the problem it  
8 was designed to address. When it was enacted in 1978, in the wake of the Arab oil embargo  
9 earlier in that decade, it sought to encourage development of domestic energy resources  
10 and encourage energy-efficient generation (notably cogeneration) to address what then was  
11 perceived to be excessive dependency on foreign resources. This – not climate-related  
12 “green” energy concerns – motivated enactment of the statute: Monopoly public utilities,  
13 many in Congress then believed, could not be relied on to innovate on their own, and had  
14 structural and economic disincentives to purchasing energy from third-party developers of  
15 new generating technologies.

16  
17 **Q. WHAT HAS CHANGED SINCE THE ENACTMENT OF PURPA IN 1978?**

18  
19 A. As I noted in my testimony in the 2015 Proceeding, the United States no longer is faced  
20 with undue dependency on foreign energy resources. Indeed, it is poised to become (if it  
21 hasn't already) the largest producer of energy resources on the planet and a major energy  
22 exporter. Energy efficiency and distributed generation, meanwhile, are putting downward  
23 pressure on demand from utilities' customers. While this moderation in demand is being  
24 offset on the supply side by the retirement of existing generating facilities and their  
25 replacement with others and on the demand side by emerging uses such as electric vehicles,



1 structural changes in the industry have ensured that public utilities are open to purchasing  
2 competitively priced power from third-party generators. In Wyoming, this was illustrated  
3 most recently by the Company's issue of RFPs for substantial new wind generation, which  
4 is bringing on resources on terms far better for ratepayers than the most recent PURPA-  
5 based QFs that have reached commercial operation. In this context, PURPA has become  
6 a roadblock to delivering reliable service at the lowest cost while doing nothing to diversify  
7 utilities' resources. What it *has* done, of course, is provide the foundation for a "QF  
8 industry" that uses PURPA's "must-take" provision to piggy-back on utilities' and their  
9 customers' creditworthiness through long-term, fixed-price PPAs. The key point here is  
10 that the combination of the must-take provision, noncompetitive pricing and other terms  
11 and the substantially higher cost of financing for QFs through the development,  
12 construction and operation phases makes it nearly certain that ratepayers will pay more for  
13 QF energy.

14  
15 **Q. HOW IS THE APPLICATION OF PURPA'S MANDATORY PURCHASE**  
16 **REQUIREMENT IN THIS CHANGED CONTEXT PRODUCING SIGNIFICANT**  
17 **DISTORTION?**

18  
19 A. As I stated in my direct testimony in the 2015 Proceeding, rather than providing a needed  
20 add-on resource in an environment of escalating demand, PURPA now compels the  
21 Company and other public utilities to purchase electricity that they do not need from  
22 facilities that would not otherwise be built. The QF technologies covered by the statute,  
23 moreover, vary widely in their value to utilities charged with delivering reliable electricity  
24 at the lowest practicable cost. PURPA-qualified cogenerated electricity, for example, is  
25 "firm" in the sense that it is both predictable and dispatchable. Wind and solar (wind,

1 especially) are neither, and they introduce substantial grid-management difficulties and the  
2 increased costs associated with managing them. The storage technologies that could  
3 mitigate this are underdeveloped and overly costly. And, of course, QF-generated  
4 electricity is not subject to curtailment, further impairing the Company's ability to  
5 efficiently manage the grid.

6  
7 **Q. WHY DOES NLRA BELIEVE THAT A ONE-YEAR RENEWABLE PPA TERM**  
8 **IS MORE APPROPRIATE FOR QF CONTRACTS?**

9  
10 A. A one-year term would ensure that the price of the energy subject to the PPA would remain  
11 consistent with the Company's then-prevailing avoided cost. It would, moreover, be  
12 consistent with the periodicity of the review and adjustment of rates in the annual Energy  
13 Cost Adjustment Mechanism ("ECAM") process pursuant to Schedule 95. Moreover,  
14 unlike IRP-based development subject to an open, transparent and competitive public  
15 process, QF contracts are subject to the "must-take" provision of PURPA on terms dictated  
16 by the relatively complex "PDDRR" methodology. Under these circumstances, we believe  
17 it is even more important that the contract not be longer than necessary. NLRA believes  
18 that the Company's being forced, under the must-take provision of PURPA, to enter longer-  
19 term, fixed-price contracts for the purchase of energy from QFs – especially under the  
20 existing methodology for calculating avoided cost – creates a substantial risk that the  
21 Company's customers will pay more than would otherwise be necessary for the electricity  
22 they purchase. This creates a very strong presumption that it violates the ratepayer  
23 indifference standard.

1 **Q. WHAT IS THE CONTEXT IN WHICH YOU HAVE REACHED THIS**  
2 **CONCLUSION?**

3 A. The context in which NLRA has reached this conclusion has been thoroughly documented  
4 in the Company's Application and the accompanying exhibits, notably that of Mr.  
5 Tourangeau. Reduced to essentials, the key aspects are the following:

- 6 • *Long-term, fixed-price contracts for PURPA QF resources that are neither*  
7 *dispatchable nor curtailable are a significant impediment to the Company's effective*  
8 *management of its system. As with other electric utilities in the United States and*  
9 *elsewhere, the Company's approach to matching supply and demand across its service*  
10 *area has become much more dynamic than in the past. The Company has responded*  
11 *with participation in sophisticated, real-time systems (energy imbalance markets –*  
12 *"EIMs") balancing supply and demand across large and varied service areas.<sup>3</sup>*
- 13 • *Moreover, as the share of renewable resources in the Company's generating fleet has*  
14 *increased, the cost of those resources has been coming down, quickly. Federal*  
15 *government statistics<sup>4</sup> show that for onshore wind energy (as an example), total system*  
16 *levelized cost of energy (LCOE) has fallen from \$73 per megawatt hour (MWh) to \$43*  
17 *per MWh (net of subsidies) over 5 years due to both declining costs and improving*  
18 *efficiency. Solar PV has shown an even more remarkable decline: From \$125 to \$48*  
19 *per MWh over the same period.*

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<sup>3</sup> In addition, the diversification of resources across the Company's system, coupled with its investment in the technology for real-time balancing of supply and demand, increases reliability compared to the days when a handful of huge generating stations, connected to the load by hundreds of miles of transmission lines, created much greater risks for large, potentially system-wide, outages.

<sup>4</sup> Levelized Cost and Levelized Avoided Cost of New Generation Resources in the *Annual Energy Outlook, U.S. Energy Information Administration (Reports for 2015 and 2019)*

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1           Against the foregoing background, it is clear that for the Company’s customers the most  
2           important consideration is that the terms on which it acquires the energy it delivers enable  
3           it to manage its operations as cost-effectively as possible. It has available in its generating  
4           fleet and in the wholesale market a broad range of sources for this energy. Its professionals  
5           should have available the full toolkit they need to keep costs as low as possible consistent  
6           with providing reliable service and with as few constraints as possible. Multi-year, fixed-  
7           price QF contracts at non-competitive prices are just such a constraint and their use should  
8           be minimized.

9  
10   **Q.   IF THE COMMISSION APPROVES A REDUCTION IN THE MINIMUM TERM**  
11   **OF QF PPAs, WHAT, IF ANY, AFFECT SHOULD IT HAVE ON THOSE FOR**  
12   **FACILITIES NOT YET IN SERVICE?**

13  
14   **A.**   Given the manifest burden of these contracts on the Company and its ratepayers, the  
15   Commission should view with skepticism assertions that existing QF contracts with longer-  
16   term, fixed-price provisions should be “grandfathered.” We strongly suggest that the  
17   Commission require the Company to bring into compliance with a newly-adopted  
18   Commission policy any contracts for facilities that are not in service on or before the date  
19   of the Commission’s decision. If the Commission concludes that this approach would be  
20   unduly burdensome on projects in which material expenditures for equipment and  
21   construction may have been made in reliance on a long-term, fixed-price contract, at a  
22   minimum the Commission should apply the new policy to all QFs that have not yet begun  
23   substantial physical construction.

1 **Q. IS IT REASONABLE TO SUPPOSE THAT QF DEVELOPERS WILL BE UNABLE**  
2 **TO OBTAIN FINANCING FOR THEIR PROJECTS WITHOUT LONGER-TERM,**  
3 **FIXED-PRICE CONTRACTS?**  
4

5 A. No. Mr. Tourangeau has addressed this issue thoroughly in his testimony. As he notes,  
6 the capital markets offer numerous options for QFs seeking financing, and it is consistent  
7 with the information presented by NLRA witness Laura Ladd in the 2015 Proceeding.  
8

9 **Q. DOES NLRA SUPPORT THE COMPANY'S PROPOSED CLARIFICATIONS TO**  
10 **THE PPA PROCESS?**  
11

12 A. Yes. We believe it will bring much greater certainty and transparency to the process, for  
13 the reasons outlined in Mr. Tourangeau's testimony.  
14

15 **Q. SHOULD THERE BE ANY OTHER CHANGES TO SCHEDULE 38?**  
16

17 A. NLRA recommends that Schedule 38 be amended to require the PSC to review and approve  
18 the pricing and other terms of QF PPAs to ensure that ratepayers are not being  
19 disadvantaged. In addition, the terms of QF PPAs should be public, not accorded  
20 confidential treatment. These are federally mandated contracts in the context of a regulated  
21 public utility and not subject to commercial competition. Under these circumstances they  
22 should be subject without exception to the Wyoming Public Records Act.  
23

24 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

25 A. Yes, it does.

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IN THE MATTER OF THE APPLICATION )
OF ROCKY MOUNTAIN POWER FOR )
A MODIFICATION OF AVOIDED COST ) Docket No. 20000-545-ET-18
METHODOLOGY AND REDUCED ) (Record No. 15133)
CONTRACT TERM OF PURPA POWER )
PURCHASE AGREEMENTS )

AFFIDAVIT, OATH, AND VERIFICATON

Kenneth G. Lay (Affiant) being of lawful age and being first duly sworn, hereby deposes and says that:

Affiant is a member of the Northern Laramie Range Alliance Steering Committee, which is a party in this matter.

Affiant prepared and caused to be filed the foregoing testimony. Affiant has, by all necessary action, been duly authorized to file this testimony and make this Oath and Verification.

Affiant hereby verifies that, based on Affiant's knowledge, all statements and information contained within the testimony and all of its associated attachments are true and complete and constitute the recommendations of the Affiant in his official capacity as a Steering Committee member.

Further Affiant Sayeth Not.

Dated this 18th day of April, 2019.

Handwritten signature of Kenneth G. Lay over a horizontal line, with a large circular scribble below it.

Kenneth G. Lay
1351 Boxelder Rd.
Converse County, Wyoming

DISTRICT
STATE OF COLUMBIA )
) SS:
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me by Kenneth G. Lay on this 18th day of April, 2019. Witness my hand and official seal.

Handwritten signature of Mark P. Serrano over a horizontal line, with the text 'Notary Public' below it.

My Commission Expires:

MARK P. SERRANO
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires September 14, 2019



**CERTIFICATE OF SERVICE**

I certify that on the 19<sup>th</sup> day of April, 2019, that a copy of the foregoing **Northern Laramie Range Alliance Direct Testimony of Kenneth G. Lay** was sent via USPS mail and electronic mail addressed as follows:

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/s/ Callie Capraro