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**BEFORE THE IDAHO PUBLIC UTILITY COMMISSION**

IN THE MATTER OF PETITION OF	)	
IDAHYDRO, SHOROCK HYDRO, INC.,	)	
J.R. SIMPLOT COMPANY, AND	)	Case No. IPC-E-18-07
RENEWABLE ENERGY COALITION FOR	)	
MODIFICATION OF THE 901110	)	RENEWABLE ENERGY COALITION’S
PERFORMANCE BAND AND	)	FIRST REQUEST FOR PRODUCTION
CALCULATION OF OPERATION AND	)	TO IDAHO POWER
MAINTENANCE CHARGES FOR PURPA	)	
QUALIFYING FACILITIES	)	
_____	)	

Pursuant to Rule 225 of the Rules of Procedure of the Idaho Public Utilities Commission, Renewable Energy Coalition, by and through its attorney of Record, J. Kahle Becker, hereby requests that Idaho Power Company provide responses to the following interrogatories and requests for production.

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. “Idaho Power” refers to Idaho Power Company, any affiliated company, or any officer, director or employee of Idaho 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 Request and which is known or available to you.
2. Where a 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 Request should clearly indicate the subdivision, part, or portion of the Request to which it is directed.
3. The time period encompassed by these Requests is from 2002 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 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 Request in full, and state what information or knowledge you have concerning the unanswered portions.
6. If, in answering any of these Requests, you feel that any 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 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 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 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 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 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. Wherever these requests ask for a formula, if the formula is contained in an excel or other workbook please provide an electronic copy of the workbook with all formulas intact.
15. Wherever these requests ask for a specific number or input for a formula, Idaho Power may respond by providing the underlying documents that contain the specific number or input with an explanation of where the requested information can be found.
16. To the extent that the Company believes it is burdensome to produce specific information requested, please contact REC 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.
17. To the extent the Company objects to any of the requests please contact REC to determine if the request can be modified to produce a less objectionable request.

### III. FIRST REQUEST FOR PRODUCTION:

- 1.1 Please provide copies of Idaho Power's responses to all other parties requests for production of documents. This is an ongoing request.
- 1.2 Please provide the formula and all inputs that Idaho Power used to arrive at the percentages listed in Tables 1 and 2 of Idaho Power's Third Revised Sheet No. 72-17.
- 1.3 Please provide current updated values for all inputs that Idaho Power provided in response to request no. 1.
- 1.4 Please refer to Idaho Power's Third Revised Sheet No. 72-17 where Idaho Power states:

Where a Seller's interconnection will utilize Interconnection Facilities provided under a prior agreement(s) and the combined term(s) of the prior agreement(s)

is less than 35 years, the operation and maintenance charge related to those existing Interconnection Facilities for the Seller's interconnection will be computed to include the expired term of the prior agreement(s).

Explain what it means to "include the expired term of the prior agreement(s)" in computing the operations and maintenance charge. Please provide the formula and all inputs used in this computation.

1.5 Please refer to Idaho Power's Third Revised Sheet No. 72-17 where Idaho Power states:

Where a Seller's interconnection will utilize Interconnection Facilities provided under a prior agreement(s) and the combined term(s) of the prior agreement(s) is greater than 35 years, the operation and maintenance charge related to those existing Interconnection Facilities for the Seller's interconnection will be computed at the applicable levelized rate designated at 36+ years.

Explain what it means to compute the operations and maintenance charge at the "applicable levelized rate designated at 36+ years." Please provide the formula and all inputs used in this computation.

1.6 Please refer to Idaho Power's Third Revised Sheet No. 72-17 where Idaho Power states:

The cost upon which an individual Seller's operation and maintenance charge is based will be reduced by subsequent Vested Interest refunds.

- a. Is the operation and maintenance charge reduced only on a going-forward basis by subsequent Vested Interest refunds, or does the Seller also receive a refund for past operations and maintenance charges? If the operation and maintenance charge is only adjusted on a going-forward basis, please explain why.
- b. Explain how the operation and maintenance charge is reduced by subsequent Vested Interest refunds. Please provide the formula and all inputs used in this computation.

1.7 When a qualifying facility or other electricity generator that historically operated under an interconnection agreement with Idaho Power seeks to enter a new interconnection agreement, how does Idaho power account for prior operations and maintenance payments under the new agreement?

1.8 In IPUC Order No. 24025, Case No. IPC-E-90-20 the Idaho Commission stated:

The monthly operation and maintenance (O&M) service charges for QF interconnection facilities under Idaho Power's proposed Schedule 72 as a percentage of actual interconnection investment are 0.7% for distribution facilities and 0.4% for transmission facilities. The Schedule 72 O&M percentages are based on the current average O&M costs for Idaho Power's distribution and transmission facilities. Tr.p.157.

- a. Please explain how Idaho Power determined that 0.7% and 0.4% represented the appropriate percentages for operations and maintenance charges for distribution and transmission facilities respectively. Please provide the formula and all inputs used in this computation.
- b. Please explain what it means for the 0.7% and 0.4% charges to be “based on” the current average O&M costs.
- c. Please provide Idaho Power’s workpapers used to calculate the O&M charges developed in this IPUC Case No. IPC-E-90-20.
- d. At the time that Idaho Power developed the 0.7% and 0.4% O&M service charges, what was Idaho Power’s average O&M costs for its distribution and transmission facilities? Please also provide the total O&M costs and total capital costs upon which that average is based and/or any other inputs Idaho Power used to arrive at the average O&M costs.
- e. What costs are covered by Idaho Power’s O&M charge?

1.9 Please:

- a. Identify the O&M charges calculated using the total O&M costs and total capital costs over Idaho Power’s whole system, including Idaho Power-owned distribution facilities.
- b. Confirm that this includes amounts that are before and that are beyond the point of delivery.
- c. Provide a breakdown of the O&M costs and total capital costs over Idaho Power’s whole system, including Idaho Power-owned distribution facilities amounts, between those amounts that are before and are beyond the point of delivery. If exact amounts are not known, then please identify the exact or percentage breakdown for the amounts before and after the point of delivery.

1.10 At present, what is Idaho Power’s current average O&M costs for its distribution and transmission facilities? Please also provide the total O&M costs and total capital costs upon which that average is based and/or any other inputs Idaho Power used to arrive at the average O&M costs.

1.11 Please provide a list of all facilities that have a Uniform Interconnection Agreement with Idaho Power and to which Schedule 72 applies. For each facility please provide an accounting of the amount collected by Idaho Power for Schedule 72 O&M charges and the actual interconnection O&M expenses incurred by Idaho Power over the course of the interconnection agreement.

- 1.12 For each electric utility in the Pacific Northwest, please identify whether interconnection O&M costs are recovered through a formula rate, actual costs incurred by the utility, or some other methodology.

May 16, 2018

/s/ J. Kahle Becker  
Attorney for REC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I have this 16<sup>th</sup> day of May 2018, served the foregoing Renewable Energy Coalition's First Request for Production to Idaho Power upon all parties of record in this proceeding, via the manner indicated:

Electronic Mail

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