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Attorneys for Petitioner J.R. Simplot Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF PETITION OF)	
IDAHYDRO, SHOROCK HYDRO, INC.,)	Case No. IPC-E-18-07
J.R. SIMPLOT COMPANY, AND)	
RENEWABLE ENERGY COALITION FOR)	J.R. SIMPLOT COMPANY’S FIRST
MODIFICATION OF THE 90/110)	INTERROGATORIES, REQUESTS
PERFORMANCE BAND AND)	FOR ADMISSION AND REQUESTS
CALCULATION OF OPERATION AND)	FOR PRODUCTION TO AVISTA
MAINTENANCE CHARGES FOR PURPA)	
QUALIFYING FACILITIES)	

Pursuant to Rule 225 of the Rules of Procedure of the Idaho Public Utilities Commission (the “IPUC” or “Commission”), the J.R. Simplot Company (“Simplot”) by and through its attorneys of record, Gregory M. Adams and Peter J. Richardson, hereby requests that Avista Corporation (“Avista” or the “Company”) provide responses to the following interrogatories, requests for admission and production requests.

DEFINITIONS

Unless otherwise specified in an individual request, the following words have the following meanings in these interrogatories, requests for admission and production requests:

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, work papers, 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, 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. "Avista Corporation" and "the Company" and "Avista" refer to Avista Corporation, any affiliated company, or any officer, director or employee of Avista Corporation or any affiliated company.
4. The term "monthly adjusted estimated net energy amounts" means the estimate of monthly estimated net energy deliveries as adjusted by the qualifying facility under the terms of the qualifying facility's energy sales agreement with Avista Corporation for purposes of implementing the Commission-approved 90/100 Performance Band.
5. "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.
6. "Studies" or "study" includes, without limitation, reports, reviews, analyses and audits.
7. 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.
8. 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.
9. "Work papers" means documents that show the source, calculations, and details supporting the material referenced.

INSTRUCTIONS

1. These interrogatories, requests for admission and production requests call for all information, including information contained in documents, which relate to the subject

matter of the interrogatories, requests for admission and production requests and which is known or available to you.

2. Where an interrogatory, request for admission or production 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 an interrogatory, request for admission or production request should clearly indicate the subdivision, part, or portion to which it is directed.
3. Each response should be furnished on a separate page. Electronic versions of the document, including studies and analyses, must be furnished if available.
4. If you cannot answer any of these interrogatories, requests for admission and production requests 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 in full, and state what information or knowledge you have concerning the unanswered portions.
5. If, in answering any of these interrogatories, requests for admission and production 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 interrogatories, requests for admission and production requests.
6. 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.
7. 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.
8. If you refuse to respond to any interrogatories, requests for admission and production requests 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.

9. Identify the person from whom the information and documents supplied in response to each interrogatory, request for admission and production 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.
10. If no document is responsive to an interrogatory, request for admission and production request that calls for a document, then so state.
11. 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.
12. Whenever these interrogatories, requests for admission and production 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.
13. To the extent that the Company believes it is burdensome to produce specific information requested, please contact counsel for J.R. Simplot Company 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.
14. To the extent the Company objects to any of the requests please contact counsel for J.R. Simplot Company to determine if the request can be modified to produce a less objectionable request.

FIRST INTERROGATORIES

Interrogatory 1: Identify the employees at Avista who are responsible for forecasting the output of hydro, wind, solar and other QFs for month-ahead and day-ahead power supply planning purposes. List the employees in descending order of decision-making hierarchy and list the job title of each such employee.

Interrogatory 2: Identify the employees at Avista who are responsible for forecasting the output of Avista's company-owned hydro, wind, solar and other generation projects for month-ahead and day-ahead power supply planning purposes. List the employees in descending order of decision-making hierarchy and list the job title of each such employee.

Interrogatory 3: Identify the employees at Avista who receive the monthly adjusted estimated net energy amounts supplied by QFs with the 90/110 Performance Band contract provision. List the employees in descending order of decision-making hierarchy and list the job title of each such employee.

Interrogatory 4: Identify the employees at Avista engaged in accounting of operations and maintenance expenses and assessment of operation and maintenance charges to interconnection customers that take service under FERC-jurisdictional interconnections under the Open Access Transmission Tariff's Large Generator Interconnection Agreement and Small Generator Interconnection Agreement. List the employees in descending order of decision-making hierarchy and list the job title of each such employee.

Interrogatory 5: Identify the employees at Avista engaged in accounting of operations and maintenance expenses and assessment of operation and maintenance charges to interconnection customers that take service under IPUC-jurisdictional PURPA interconnections. List the employees in descending order of decision-making hierarchy and list the job title of each such employee.

Interrogatory 6: Explain how Avista uses the monthly adjusted estimated net energy amounts supplied by QFs under their energy sales agreements in Avista's month-ahead and day-ahead power supply planning activities. Include examples of specific instances where Avista has adjusted its power supply planning based upon the QF's monthly adjusted estimated net energy amounts.

Interrogatory 7: Explain how Avista forecasts the energy deliveries made under energy sales agreements that do not contain the 90/110 Performance Band. Include description of all differences between the practices used to forecast energy deliveries from hydro QFs providing monthly adjusted estimated net energy amounts under the 90/110 Performance Band and hydro QFs that do not provide monthly adjusted estimated net energy amounts under the 90/110 Performance Band.

Interrogatory 8: For intermittent (wind and solar) QFs and non-QF generators that operate under a mechanical availability guarantee in lieu of the 90/110 Performance Band, explain how Avista forecasts generation from such QFs without receiving monthly adjusted estimated net energy amounts supplied by the QF.

Interrogatory 9: Please describe Avista's currently-used method of calculating operation and maintenance charges to interconnection customers under FERC-jurisdictional small generator interconnection agreements and large generator interconnection agreements. Please identify the FERC order approving of use of the current method.

Interrogatory 10: Please describe Avista's currently-used method of calculating operation and maintenance charges to interconnection customers under the IPUC-jurisdictional PURPA interconnections. Please identify the IPUC order authorizing use of the current method.

Interrogatory 11: Please identify all of Avista's currently effective FERC-jurisdictional small generator interconnection agreements and large generator interconnection agreements including such agreements for Avista-owned generation. Include in the list: (i) name of interconnection customer; (ii) method of calculating the operation and maintenance charges to the interconnection customer under the agreement; and (iii) reproduce the section of the interconnection agreement that explains the method of calculating the operation and maintenance charges to the interconnection customer under the agreement.

Interrogatory 12: Please identify all of Avista's currently effective IPUC-jurisdictional PURPA small generator interconnection agreements and large generator interconnection agreements. Include in the list: (i) name of interconnection customer; (ii) method of calculating the operation and maintenance charges to the interconnection customer under the agreement; and (iii) reproduce the section of the interconnection agreement that

explains the method of calculating the operation and maintenance charges to the interconnection customer under the agreement.

Interrogatory 13: Is Avista aware of any other utility in the United States that assesses operation and maintenance expenses to interconnection customers based on a formula that assesses a percentage of the initial construction costs similar to the structure of the formula in Idaho Power's Schedule 72. If so, please identify the utility, explain the structure of its charge, and location of information available to Avista on this topic.

FIRST REQUESTS FOR ADMISSION

Request for Admission 1: Admit or deny that Avista does not use the monthly adjusted estimated net energy amounts supplied by QFs under their energy sales agreements for purposes of balancing load and resources on its system on a day-ahead basis.

Request for Admission 2: Admit or deny that Avista does not use the monthly adjusted estimated net energy amounts supplied by QFs under their energy sales agreements for purposes of balancing load and resources on its system on a week-ahead basis.

Request for Admission 3: Admit or deny that Avista does not use the monthly adjusted estimated net energy amounts supplied by QFs under their energy sales agreements for purposes of balancing load and resources on its system on a two-week-ahead basis.

Request for Admission 4: Admit or deny that Avista does not use the monthly adjusted estimated net energy amounts supplied by QFs under their energy sales agreements for purposes of power supply planning on its system on a month-ahead basis.

Request for Admission 5: Admit or deny that Avista assesses interconnection operations and maintenance expenses to interconnection customers that take service under FERC-jurisdictional interconnections under the Open Access Transmission Tariff's Large Generator Interconnection Agreement and Small Generator Interconnection Agreement on a basis of actual costs incurred.

Request for Admission 6: Admit or deny that Avista assesses interconnection operations and maintenance expenses to interconnection customers that take service under the IPUC-jurisdictional PURPA Large Generator Interconnection Agreement and Small

Generator Interconnection Agreement on a basis of actual costs incurred.

FIRST REQUESTS FOR PRODUCTION

Production Request 1: Please provide a list of all QFs that supplied power to Avista at any time after January 1, 2008 or that have energy sales agreements but have not yet started to make deliveries. For each of these QFs, please provide the following information: name, contract capacity, nameplate capacity (if known and different than contract capacity), primary fuel (e.g, hydro, wind, solar, geothermal, cogeneration, etc.), point of interconnection, commercial operation date, date of last generation (if not still in operation) and whether the energy sales agreement contains the 90/110 Performance Band.

Production Request 2: Please provide a list of all hydro projects owned by Avista that generated power at any time between January 1, 2008 and the present. For each of these hydro projects, please provide the following information: name, water source (e.g., Snake River), nameplate capacity, planning capacity (if different than nameplate capacity), water flow at nameplate/planning capacity (in cfs), at site storage (in sfd), upstream storage controlled by Avista (in sfd) and upstream storage controlled by entities other than Avista (in sfd).

Production Request 3: For each QF listed in the response to Production Request 1 whose energy sales agreement contains the 90/110 Performance Band, please provide a copy of the energy sales agreement and any amendments.

Production Request 4: Has Avista allowed any QFs whose energy sales agreements contain the 90/110 Performance Band to adjust their net energy amounts other than as specifically permitted under the express terms of the energy sales agreement and any applicable amendments? If so, please describe the terms allowed for these adjustments and provide any communications with QFs pertaining to these adjustments.

Production Request 5: For each non-wind/non-solar QF listed in the response to Production Request 1, please provide monthly generation (in MWh) in Excel spreadsheet format for each month from January 2008 through the most recent month available.

Production Request 6: For each non-wind/non-solar QF listed in the response to Production Request 1 whose energy sales agreement contains the 90/110 Performance Band,

please provide the monthly adjusted estimated net energy amounts (in MWh) in Excel spreadsheet format used to determine compliance with the 90/110 Performance Band for each applicable month from January 2008 through the most recent month available.

Production Request 7: For each non-wind/non-solar QF listed in the response to Production Request 1 whose energy sales agreement contains the 90/110 Performance Band, please indicate whether the monthly adjusted estimated net energy amounts were below (<90%), within (90-110%) or above (110%) the 90/110 Performance Band for each month from January 2008 through the most recent month available.

Production Request 8: For each wind or solar QF listed in the response to Production Request 1 whose energy sales agreement contains the 90/110 Performance Band, please provide monthly generation (in MWh) in Excel spreadsheet format for each month from January 2008 through the most recent month available.

Production Request 9: For each wind or solar QF listed in the response to Production Request 1 whose energy sales agreement contains the 90/110 Performance Band, please provide the monthly adjusted estimated net energy amounts (in MWh) in Excel spreadsheet format used to determine compliance with the 90/110 Performance Band for each applicable month from January 2008 through the most recent month available.

Production Request 10: For each wind or solar QF listed in the response to Production Request 1 whose energy sales agreement contains the 90/110 Performance Band, please indicate whether the monthly generation was below (<90%), within (90-110%) or above (110%) the 90/110 Performance Band for each month from January 2008 through the most recent month available.

Production Request 11: For each hydro project owned by Avista, please provide monthly generation (in MWh) for each month from January 2008 through the most recent month available.

Production Request 12: Provide total generation (MWh) of all non-intermittent QFs selling to Avista for each hour for the past 3 years, in excel spreadsheet format. For purposes of this request, "intermittent" means wind or solar powered QF.

Production Request 13: Provide total generation (MWh) of all hydropower QFs

selling to Avista for each hour for the past 3 years in excel spreadsheet format.

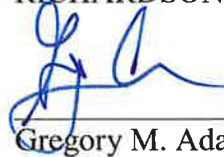
Production Request 14: Provide total generation (MWh) of all QFs that would be categorized as “other” on Avista’s published rate schedules selling to Avista in for each hour for the past 3 years excel spreadsheet format.

Production Request 15: For each year since 1990, provide: (i) an accounting of the total amount collected by Avista under the IPUC-jurisdictional PURPA interconnections operation and maintenance charges, and (ii) an accounting of the total cost incurred by Avista for operation and maintenance expenses on QF interconnections.

Production Request 16: For each QF project listed in the response to Production Request 1, please provide: (i) the amount collected by Avista for IPUC-jurisdictional PURPA interconnections interconnection O&M charges and (ii) the actual interconnection O&M expenses incurred by Avista for each year that the QF project was in operation.

Dated: June 20, 2018.

RICHARDSON ADAMS, P.L.L.C.



Gregory M. Adams, ISB No. 7454
Attorneys for Petitioner J.R. Simplot
Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 21st day of June 2018, a true and correct copy of the within and foregoing FIRST INTERROGATORIES, REQUESTS FOR ADMISSION AND REQUESTS FOR PRODUCTION of the J.R. Simplot Company to the Avista Corporation in Case No. IPC-E-18-07 were delivered via electronic mail to the following:

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