

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of)	
PacifiCorp for Approval of Power Purchase)	Docket No. 06-035-76
Agreement Between PacifiCorp and)	
Spanish Fork Wind Park 2, LLC)	
)	
In the Matter of the Petition of Wasatch)	
Wind, LLC for Approval of a Contract for)	Docket No. 06-035-42
the Sale of Capacity and Energy from)	
Their Proposed QF Facilities)	
)	

SURREBUTTAL TESTIMONY OF PAUL H. CLEMENTS

February 15, 2007

1 **Q. Are you the same Paul H. Clements that previously submitted testimony in**
2 **these dockets?**

3 A. Yes. I submitted rebuttal testimony in Docket No. 06-035-42 on numerous
4 contract issues and recently submitted direct and rebuttal testimony on the
5 specific issue of avoided line losses.

6

7 **TESTIMONY**

8 **Q. What is the purpose of your surrebuttal testimony?**

9 A. I will be responding to Mr. Rich Collins' comments in his rebuttal testimony, in
10 which he makes certain assertions regarding the Pioneer Ridge LLC contract.

11

12 **Q. On pages 4 and 5 of Mr. Collins' rebuttal testimony, Mr. Collins makes some**
13 **assertions regarding the Pioneer Ridge LLC contract. Are you qualified to**
14 **respond to the accuracy of Mr. Collins' assertions?**

15 A. Yes. I was the principal negotiator for PacifiCorp on the Pioneer Ridge LLC
16 contract and led the negotiation sessions that resulted in the successful execution
17 of the power purchase agreement.

18

19 **Q. Regarding the Pioneer Ridge agreement, on page 5 of his rebuttal testimony,**
20 **Mr. Collins states that the contract is materially different than the Spanish**
21 **Fork Wind Park 2 contract. Is this true?**

22 A. No. The contracts are essentially the same with the exception of the performance
23 guarantee. Pioneer Ridge's performance is measured by a Mechanical

24 Availability Guarantee (the turbines must be mechanically available to operate a
25 certain percentage of the year), while Spanish Fork Wind Park 2's performance is
26 measured using a performance band (Spanish Fork Wind Park 2 nominates a
27 specific capacity factor each quarter and then must achieve a capacity factor
28 between 85% and 115% of the capacity factor they nominate.)

29

30 **Q. Mr. Collins also implies on page 5 that there was “give and take on the**
31 **Pioneer contract” that somehow led to Pioneer Ridge not seeking a credit for**
32 **avoided line losses. Is this accurate?**

33 A. No. There was no benefit or concession given to Pioneer Ridge in exchange for
34 their position on avoided line losses, nor did Pioneer Ridge request such a benefit.
35 It is my understanding that Pioneer Ridge evaluated the facts and the commission
36 orders regarding the issue and then made their own determination to not seek an
37 adjustment to the contract price to account for avoided line losses. PacifiCorp
38 reached the same conclusion after its analysis, so the parties included language in
39 the Pioneer Ridge contract that specifically states no adjustment to the contract
40 price will be made to account for avoided line losses.

41

42 **Q. Does this conclude your testimony?**

43 A. Yes.