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Attorneys for Rocky Mountain Power

IN THE SUPREME COURT OF THE STATE OF UTAH

<p>Heber Light & Power Company, Petitioner, v. Utah Public Service Commission and Rocky Mountain Power, Respondents.</p>	<p>Case No. 20090053-SC Agency Docket No. 07-035-22 AFFIDAVIT OF CINDY CHRISTOFFERSEN</p>
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STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

Cindy Christoffersen, being over the age of 21 and competent to testify and being first duly sworn upon her oath, testifies as follows:

1. She is the Operations Manager in the Park City Office of Rocky Mountain Power, a division of PacifiCorp (“Rocky Mountain Power”), and has been employed in that capacity for three and one-half years. The Park City Office of Rocky Mountain Power is responsible for Rocky Mountain Power’s operations in Wasatch County.

2. Prior to February of 2008, Rocky Mountain Power had communicated with representatives of several potential developments in Wasatch County outside of the municipal boundaries of Heber City, Midway City and the Town of Charleston, including Wasatch Commons, Jordanelle Ridge, the Town of Independence, Deer Park Lakeside, and RiversEdge. Among other things, the developers were asking whether Rocky Mountain Power could provide electric service to developments they were planning. Rocky Mountain Power provided will serve letters to Wasatch Commons, Jordanelle Ridge and Deer Park Lakeside. Some of the developers communicated that a question had arisen whether their service would be provided by Rocky Mountain Power or Heber Light & Power Company (“HLP”). The developers informed Rocky Mountain Power that they needed this issue resolved promptly so that their developments could proceed.

3. During the course of 2008, as the credit crisis developed and economic conditions deteriorated, she became aware that many of the developers had determined not to proceed with their developments at that time.

4. In February 2009, Rocky Mountain Power was contacted by Johansen-Thackeray & Company (“JT”), the developer of Wasatch Commons. JT told Rocky

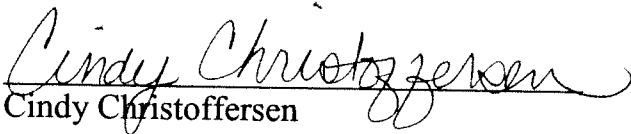
Mountain Power that JT intended to proceed with construction of an approximately 220-unit apartment building and associated commercial development in the Wasatch Commons project during the 2009 construction season. Wasatch Commons is a proposed development located outside the municipal boundaries of Heber City, Midway City and the Town of Charleston, but within the area that HLP has claimed in an exhibit filed with the Public Service Commission of Utah ("Commission") is its service territory. JT told Rocky Mountain Power that JT needed to know whether Rocky Mountain Power or HLP would be providing electric service to the project as soon as possible.

5. In October 2008, Rocky Mountain Power was contacted by Ken Duncan, the owner of real property in the Snake Creek area of Wasatch County, requesting electric service for a residence and a shop to be constructed on his property. This area is outside the municipal boundaries of Heber City, Midway City and the Town of Charleston and also appears to be outside the boundaries of the area HLP has claimed in an exhibit filed with the Commission is its service territory, but is adjacent to an area currently being served by HLP. Rocky Mountain Power provided information to Mr. Duncan regarding its line extension policy pursuant to its Electric Service Regulation No. 12. Rocky Mountain Power has gathered all of the necessary information to provide an estimate to Mr. Duncan and is in the process of completing the estimate. Mr. Duncan has informed Rocky Mountain Power that based on conversations with HLP he understands that HLP could provide his service without a significant line extension fee, but that given the pendency of the litigation between Rocky Mountain Power and HLP,

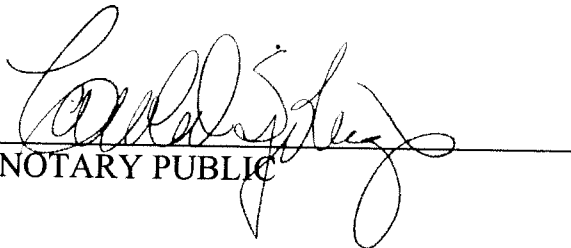
HLP was not willing to provide service unless Rocky Mountain Power consents in writing.

6. Based on the experience of the Park City Office working with developers in Wasatch County in the recent past, she believes that as the economy begins to recover, the types of circumstances described in the two foregoing paragraphs will increase in number and frequency.

7. Lack of resolution of the issue whether Rocky Mountain Power or HLP will provide service in portions of Wasatch County outside the boundaries of Heber City, Midway City and the Town of Charleston impairs the ability of Rocky Mountain Power to extend service to new customers in the unincorporated area of Wasatch County and to plan construction projects and power needs to provide service in a reasonable and efficient manner on a long-term basis in this area.


Cindy Christoffersen

Subscribed and sworn to before me on April 7, 2009.


NOTARY PUBLIC

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