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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of Rocky Mountain Power for Approval of Power Purchase Agreement Between PacifiCorp and Latigo Wind Park, LLC

Docket No. 13-035-116

EMERGENCY PETITION TO INTERVENE OF MRS. CORINNE RORING, TRUSTEE OF THE JOHN EDWARD RORING AND CORINNE NIELSON RORING REVOCABLE LIVING TRUST DATED DECEMBER 28, 1992 AND OBJECTION TO APPROVAL OF POWER PURCHASE AGREEMENT BETWEEN PACIFICORP AND LATIGO WIND PARK, LLC

Pursuant to Utah Code Ann. § 63G-4-207, Utah Code Ann. § 63G-4-502, Rule R746-100-7 Intervener and Petitioner Mrs. Corinne Nielson Roring (“Intervener”), respectfully requests for leave to intervene in this docket and object to the Public Service Commission of the State of Utah ("Commission")'s Approval of the Power Purchase Agreement ("PPA") between Pacificorp and Latigo Wind Park, LLC.

In support of this Petition, Intervener states as follows:

1. Intervener is the Trustee for land located in South Utah, San Juan County identified as Parcel No. 33S23E249000 owned by the John Edward Roring and Corinne Nielson Roring Revocable Living Trust dated December 28, 1992.

¹ See Tax Roll Master Record for Parcel No. 33S23E249000 and San Juan County, Utah Section 24, T33S, R23E, Salt Lake Meridian, Utah Plat Map issued by San Juan County Recorder’s Office attached as Exhibit A.

2. On or about July 2012, Wasatch Wind Intermountain, LLC, 100% owner of Latigo Wind Park, LLC2 ("Latigo") submitted an Application for a Conditional Use Permit ("CUP") to the San Juan County Planning Commission.³

3. Included in the CUP Application was a map identified as "*Latigo Wind Project, Project Overview*".⁴

4. The map identified several parcels of land and described these parcels of land collectively as the Latigo Wind Farm Project. A list of the land owners and leases called the Latigo Wind Park Project Overview Map - Landowner Key accompanied this map.⁵

5. Parcel No. 33S23E249000 was not included on this Latigo Map submitted to San Juan County. This is map and the CUP Application it is part of is what was presented to the San Juan County Assessor's Office and the San Juan County Planning Commission as the components of the Latigo Wind Farm Project to be built in San Juan County. This is what was represented to the public and San Juan County as the Latigo Wind Farm Project. It was the only map and representation of the Latigo Wind Farm Project available to the public. Wasatch Wind Intermountain, LLC President and Latigo Manager Mrs. Christine Watson Mikell testified to this and other things before members of the public and the San Juan County Planning Commission at the hearing held for the CUP Application on July 5, 2012. Based on the documentation submitted and the

2 See Lines 8 - 10 of Report's Transcript, for September 19, 2013 Hearing, posted on the PSC website, Docket No. 13-035-116 attached as Exhibit B.

3 See July 5, 2012, MINUTES San Juan County Planning & Zoning Commission attached as Exhibit C and June 29, 2012 Conditional Use Application for Latigo Wind Park attached as Exhibit D; September 28, 2012 Supplemental Statement in Support of the Conditional Use Permit Application for the Latigo Wind Park attached as Exhibit E; Latigo Wind Project, *Project Overview Map* attached as Exhibit F.

4 See Latigo Wind Project, *Project Overview Map* attached as Exhibit F

5 See Latigo Wind Park Project Overview Map - Landowner Key

testimony of Mrs. Mikell the San Juan County Planning Commission approved the CUP Application.⁶

6. On March 25, 2011, Latigo, under the direction of Mrs. Mikell, submitted a Large Generation Interconnection Agreement (“LGIA”) Application to PacifiCorp. Mrs. Mikell executed the Cover Letter of the Application as the “Director of Development of Wasatch Wind Intermountain, LLC”.⁷

7. In the Cover Letter, Mrs. Mikell specifically identifies to PacifiCorp the submission of maps in the LGIA Application that among other things, identify the generating facility, the wind turbine layout, the collector substation, the transmission line, the connection substation and the point of interconnection at PacifiCorp’s Pinto substation for the Latigo Wind Project. These maps are identified as Attachment A – Point of Interconnection Map and Project Location Map (“Latigo Maps”).⁸

8. On March 30, 2011 PacifiCorp acknowledged receipt of the Cover Letter, the Latigo Maps and the LGIA Application.⁹

9. Unbeknownst to me, Latigo included on its Latigo Maps submitted in the LGIA Application that was received and accepted by PacifiCorp a transmission line approximately 4.5 miles long from its generating facility collector substation to the point of interconnection at the connector substation PacifiCorp’s Pinto Substation that directly crosses Parcel No. 33S23E249000, my land.¹⁰

⁶ See July 5, 2012, MINUTES San Juan County Planning & Zoning Commission attached as Exhibit C

⁷ See March 29, 2011 Cover Letter executed by Christine Mikell, Director of Development of Wasatch Wind Intermountain attached as Exhibit H.

⁸ See Latigo LGIA maps submitted by Christine Mikell Manager of Latigo Wind Park, LLC & President and Director of Development of Wasatch Wind to Tom Fishback of PacifiCorp attached as Exhibit I.

⁹ See March 29, 2011 Cover Letter executed by Christine Mikell, Director of Development of Wasatch Wind Intermountain attached as Exhibit H.

¹⁰ See Section of enlarged map of LGIA Map submitted by Latigo to PacifiCorp for LGIA Application with transmission line going through/crossing Parcel No. 33S23E249000 attached as Exhibit J. Three other pages represent the rest of the entire transmission line. And two (2) spreadsheets with Parcel information

10. It appears PacifiCorp received and accepted the Latigo Maps and pursuant to Open Access Transmission Tariff (“OATT”) Sections 36, 38.3.1, 38.3.2, 38.3.1, 38.4, 38.5, 39.111 issued Latigo a Queue Position Number on PacifiCorp’s OATT OASIS.¹² PacifiCorp issued Latigo a Large Generation Interconnection Agreement on August 12, 2013, based on the LGIA Application submitted by Latigo and accepted by PacifiCorp on March 30, 2011 inclusive of the Latigo Maps which have a transmission line going across Parcel No. 33S23E249000, my land. The transmission line is the means by which Latigo will export the energy/power/generation from its generation facility collector substation to the PacifiCorp Pinto Connector Substation.

11. Latigo states in its August 26, 2013 “Comments of Latigo Wind Park, LLC” filed in this Docket the following beginning from page 3:

“Latigo has also negotiated and executed an interconnection agreement with Rocky Mountain Power for delivering power to Rocky Mountain Power’s transmission system.”

“Also, pursuant to the terms of Part II of Schedule No. 38, Latigo has negotiated and executed an interconnection agreement with Rocky Mountain Power to govern the physical interconnection to its transmission system. This interconnection agreement with Rocky Mountain Power is governed by the open-access transmission requirements established by the Federal Energy Regulatory Commission. In that regard, Rocky Mountain Power has affirmed that the Latigo project will be “fully integrated with the Rocky Mountain Power system.”¹³

about the LGIA Map submitted to PacifiCorp and the CUP Map submitted to San Juan County.

11 See excerpts from OATT Volume No. 11 attached as Exhibit K.

12 See excerpt from PacifiCorp’s OATT OASIS for Queue No. 384, Latigo Wind Park, LLC attached as Exhibit L.

13 See Comments of Latigo Wind Park, LLC filed in Docket No. 13-035-116 attached as Exhibit M.

"As the parties have satisfied all the relevant requirements of Schedule No. 38, it only remains for the Commission to approve the PPA under § I.B.7 of Schedule No. 38."14

12. I have NEVER given Latigo Wind Park, LLC, Wasatch Wind Intermountain, LLC, Mrs. Christine Mikell or any other entity(s) or person(s) associated with this entity permission to access, cross, or use my land on Parcel No. 33S23E249000. They do **not** have such permission to go over, go through, cross or the like my land.

13. This Cover Letter, these maps, and the LGIA Application were not available to the public on July 5, 2012 or before August 26, 2013.

14. The Latigo Maps submitted by Latigo identifying, describing and detailing the Latigo Wind Farm Project received by Pacificorp on are **COMPLETELY** different than the publically available map and CUP Application submitted to the San Juan County Planning Commission. The Latigo Maps became available for public viewing after August 26, 2013.

15. Mrs. Christine Mikell testified before the Commission the following:

THE HEARING OFFICER: Okay. Where we left it before our last recess is that I think we are--have Mr. Sackett's witness.

MR. SACKETT: Yes. We call Christine Mikell.

THE HEARING OFFICER: Raise your right hand. Do you solemnly swear to tell the whole truth and nothing but the truth?

THE WITNESS: I do.

14 See Comments of Latigo Wind Park, LLC filed in Docket No. 13-035-116 attached as Exhibit M.

THE HEARING OFFICER: You may be seated. Mr. Sackett.

MR. SACKETT: Thank you.

CHRISTINE MIKELL, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION BY-MR.SACKETT:

Q. Give your full name and your business address.

A. My full name is Christine Watson Mikell. My full business address is 4525 South Wasatch Boulevard, Suite 120, Salt Lake City, Utah, 84124.

Q. And spell your last name for the reporter.

A. Yes. M-I-K-E-L-L.

Q. And what's your business affiliation with respect to this docket?

A. I'm the president of Wasatch Wind Intermountain. And Latigo Wind Park is 100 percent owned by Wasatch Wind Intermountain. And I'm the manager of Latigo Wind Park.

See Excerpts of the testimony on page 216 - 217 of the Reporter's Transcript filed Sept. 24, 2013 for the Hearing before the Commission on Sept. 19, 2013 in Docket No. 13-035-116. Attached as Exhibit N.

Q. So that would have been about six years ago, I think you said, you'd been working on the project?

A. That's right.

Q. And then in connection with that or after that?

A. After that, we conducted a fatal flaw analysis which we hired an independent consultant to do an analysis on any significant issues that might get in the way. For

example, are there endangered species in that area? **What's the interconnection transmission constraints? ...**

See Excerpts of the testimony on page 218 of the Reporter's Transcript filed Sept. 24, 2013 for the Hearing before the Commission on Sept. 19, 2013 in Docket No. 13-035-116. Attached as Exhibit O.

Q. And we've discussed at some length the LGIA agreement. At what stage for your project did that sort of get underway?

A. ...And then we resubmitted our application in February—or March, I guess--April of 2011 for 60 megawatts because then we had identified the land area...

...And so we had a specific area of land where we could put the turbines. And so that dictated the size of the project.

Q. And with respect to negotiation with Rocky Mountain Power, how long did negotiation of the LGIA go on?

A. The actual--is your question how long did the negotiation of the agreement last or the study processes?

Q. No, the agreement. How long?

A. It took us quite a long time to negotiate the interconnection agreement because it's a very long and complicated document and **we wanted to make sure that we had it right**. And so we had an attorney review it and consultants review it. And so we executed that on August 12 of this year.

See Excerpts of the testimony on page 219 - 220 of the Reporter's Transcript filed Sept. 24, 2013 for the Hearing before the Commission on Sept. 19, 2013 in Docket No. 13-035-116. Attached as Exhibit P.

Q. We've had marked as Exhibit Latigo 1, which are the comments of Latigo Wind Park, and Latigo 2, which were the reply comments, and deposited copies with the court reporter. Have you reviewed those two exhibits?

A. I have.

Q. And to the extent that those exhibits make factual statements about the project quite apart from any legal arguments--first of all, do you have any corrections to those factual assertions?

A. Based on the factual assertions, I don't believe I do.

Q. And are the factual assertions true and correct to the best of your belief and knowledge?

A. Yes.

**See Excerpts of the testimony on page 223 of the Reporter's Transcript filed Sept. 24, 2013 for the Hearing before the Commission on Sept. 19, 2013 in Docket No. 13-035-116. Attached as Exhibit Q.
CROSS EXAMINATION BY-MR. WOOD:**

Q. Okay. And you were the primary representative of Latigo in its communications and negotiations with PacifiCorp, is that right?

A. We had legal counsel representing us.

Q. But you were the primary person communicating with Mr. Clements. Isn't that correct?

A. I believe I did most of it, but others on my team may have had some communications.

Q. That's why I said "primary," right?

A. Yes, sir.

Q. Is it your custom to communicate accurately with PacifiCorp?

A. It is my custom to be honest.

Q. Can you give any instances when you did not provide true and accurate information to PacifiCorp?

A. I cannot.

See Excerpts of the testimony on page 228 of the Reporter's Transcript filed Sept. 24, 2013 for the Hearing before the Commission on Sept. 19, 2013 in Docket No. 13-035-116. Attached as Exhibit T.

16. The Development Rights for Parcel No. 33S23E249000, my land, are under contract with another company, different from Latigo Wind Park, LLC or Wasatch Wind Intermountain, LLC or any of their affiliates. I have never contracted in any shape or form with Latigo. And for the record, the company is NOT Blue Mountain Power Partners, LLC or Ellis-Hall Consultants, LLC.

17. Pacificorp's approval of an LGIA based on the Latigo Map with the transmission line going through, across, over or however it is said on Parcel No. 33S23E249000 that does not have my authorization may cause me some trouble with the obligations I have through an authorized contract.

18. The identification of the Latigo Maps, other documents and the Reporter's Transcript of the September 19, 2013 Hearing of Mrs. Christine Mikel all came about after the August 26, 2013 Intervention deadline set by the Commission.

19. Title 63G, Chapter 4, Section 207, c was not satisfied with this information, until after all of this information came about.

20. Mr. Gary Dodge, who represented Latigo and Blue Mountain Power Partners, LLC made arguments before the Commission where he said about a company that filed an intervention petition the following "...if it wants to intervene, needs to, first of all, state its basis for having an interest here that has been effected. They have alleged some concerns they want to raise. They haven't alleged an issue – any legal right or interest that will be substantially affected, like is required – as is required under the

statue.”¹⁵

21. The only map available to the public for the layout, foot print or the like for the Latigo Wind Farm Project **before** August 26, 2013 was the one that Latigo had filed with San Juan County for their CUP. That does not have my land, Parcel No. 33S23E249000 on it. So at that time there appeared to be no legal basis for me to have a need to Intervene in this Docket.

22. Now with the information that has come out post August 26, 2013, there is a substantial concern for me with regard to Parcel No. 33S23E249000. If the approval of this Power Purchase Agreement (“PPA”) which by Mrs. Mikell’s testimony and Latigo’s filings within this Docket include the LGIA from Pacificorp then I am being put at risk to be sued and put into litigation (like many of the Renewable Energy Development Company aka REDCO that filed for Bankruptcy approximately six (6) weeks after executing a PPA with Pacificorp¹⁶, another developer that had a subsidiary company, Blue Mountain 1, LLC, ¹⁷ that had executed a PPA with Pacificorp Docket No. 11-035-196 - In the Matter of the Application of Rocky Mountain Power for Approval of the Power Purchase Agreement between PacifiCorp and Blue Mountain Wind 1, LLC¹⁸ and had litigation about that PPA, and several landowners who are now being sued for over several hundred thousand dollars (and the figure could go higher) by the REDCO Bankruptcy Trustee,¹⁹ after they filed objections about their land being sold AS IS, IF IS, WHERE IS to a company owned by Champlin the parent company or owner of Blue

¹⁵ See Lines 19 – 25 on page 7 of the Reporter’s Transcript filed on August 5, 2013 for the August 2, 2013 hearing and attached as Exhibit R.

¹⁶ See Voluntary Bankruptcy Petition Case No. 11-38145 for Renewable Energy Development Corporation aka REDCO filed December 30, 2011 attached as Exhibit U.

¹⁷ See Schedule from REDCO Bankruptcy Case No. 11-38145 attached as Exhibit V.

¹⁸ See copy of Docket No. 11-035-196 printed from the Commission website and attached as Exhibit W.

¹⁹ See Schedule G list from REDCO Bankruptcy Case No. 11-38145 with stars by the names of the landowners who filed objections about their land and are now being sued in the Bankruptcy Court, 2 cases and have litigation in the Federal Court System about their land and REDCO attached as Exhibit X.

Mountain Power Partners, LLC, a party involved with another PPA Docket, Docket No. 13-035-115 - In the Matter of the Application of Rocky Mountain Power for Approval of the Power Purchase Agreement between PacifiCorp and Blue Mountain Power Partners, LLC.²⁰

23. Mrs. Mikell said in the July 5, 2012 CUP Hearing in San Juan County that Latigo and Wasatch Wind does not actually construct the wind farms and that Latigo will not be constructing the Latigo Wind Farm Project itself and will be “flipping it”. I later found out that the term “flipping it” refers to a wind farm project being sold by the developer to another entity, and the developer receiving a significant commission fee from the company making the purchase that does have the financial means to actually construct the wind farm and make use of the IRS tax credits. The IRS tax credits are only useful to a substantial entity, a utility company or other large entity with a significant tax burden due to high profits, because the IRS tax credits are an offset to income and revenues actually generated. So, when Latigo sells this wind farm project then the company that buys it is going to need the transmission line identified in the project to export the power/energy/generation if it is built. That transmission line goes across my land.

24. A review of the Commission Dockets show Docket No. 06-035-76 **In the Matter:** PacifiCorp Application for Approval of Power Purchase Agreement Between PacifiCorp and Spanish Fork Wind Park 2, LLC²¹, and Spanish Fork Wind Park 2, LLC was a Wasatch Wind owned company. Spanish Fork Wind Park 2, LLC was sold Edison Mission Group, which is owned by Edison Mission Energy.²² Edison Mission Energy

²⁰ See copy of Docket No. 13-035-115 printed from the Commission website and attached as Exhibit Y.

²¹ See copy of Docket No. 06-035-76 printed from the Commission website and attached as Exhibit Z.

²² See Pacificorp Spanish Fork Wind Park 2 document & resource chart from Pacificorp website attached

has filed for Bankruptcy in Case No. 12-49219 and there is a Settlement Agreement document ID: 05697 between Spanish Fork Wind Park 2, LLC and Pacificorp Energy where it appears that the ownership or control of Spanish Fork Wind Park 2, LLC may be part of the settlement arrangements²³ because Pacificorp Energy appears to be a Creditor in the Bankruptcy Case.

25. I do not want to be placed in the position whereby at some point I am likely to be sued by any entity, including multi-million dollar entities and multi-billion dollar entities. If approved, the proposed PPA submitted by Pacificorp will likely result in some certain litigation. It seems that it would be violation of public policy for the Commission to approve a proposed PPA for the benefit of an entity that will likely violates the civil rights of a citizen (me) and likely result in some form of civil litigation, as has been the case with other PPA submissions IE: REDCO, LLC & Blue Mountain, LLC; Edison Mission Energy & Spanish Fork Wind Park 2, LLC; etc

26. To summarize, this proposed PPA for Latigo purports to utilize land in San Juan County that is under contract to another company, valid contract to use that land for that third party. For the PPA to be enforced it appears it would at a minimum result in a lawsuit for breach of contract against me and/or my Trust, and other parties, or maybe even the Commission or the State of Utah for approving it. How can one tell who will or won't be sued. But it seems that it likely will not be Latigo, as they have demonstrated they will "flip" the project out another company, who will likely be the initiator of the litigation if they can't export the power. All of the company's have the ability to file Bankruptcy to relieve themselves of their responsibilities and liabilities if

as Exhibit AA. See Edison International Companies Flowchart attached as Exhibit BB.

²³ See Bankruptcy Case No. 12-49219 Schedule G- Executory Contracts and Unexpired Leases attached as Exhibit CC.

they so choose. I don't want to be placed in a position involving litigation or such.

27. If approved, the only possible way that this proposed PPA could move forward is if I and/or the Trust breach the contract and entered into an inconsistent contract with Latigo or whomever it is sold to allow for the use of the land for a wind farm. Therefore, by approving the proposed PPA, the Commission, thereby the State of Utah would be knowingly inducing the breach of contract which seems to definitely be in violation of public policy. Indeed, because litigation would likely involve an action for some type of injunctive relief, preventing me and/or the Trust from breaching the contract(s), which would probably prevent the proposed PPA from going forward. That looks to be outlined quite well in the Utah Rules Civil Procedure 65A; Form 16.

28. The proposed PPA, if approved, would result in interference with a prospective economic advantage and a cause of action against both me and/or the Trust for sure, and likely other parties, like the Commission or the State of Utah.

29. To succeed on a claim for intentional interference with economic relations, a plaintiff must demonstrate that: (1) the defendant intentionally interfered with the plaintiff's existing or potential economic relations; (2) for an improper purpose or by improper means; (3) causing injury to the plaintiff. ²⁴ In the present case, should the proposed PPA be approved, the only way that it could go forward and meet the *"negotiated and executed an interconnection agreement with Rocky Mountain Power to govern the physical interconnection to its transmission system. This interconnection agreement with Rocky Mountain Power is governed by the open-access transmission requirements established by the Federal Energy Regulatory Commission. In that regard, Rocky Mountain Power has affirmed that the Latigo project will be "fully integrated with the Rocky Mountain Power system."*²⁵

²⁴ See *Anderson Dev. Co. v. Tobias*, 2005 UT 36, 116 P.3d 323.

²⁵ See Comments of Latigo Wind Park, LLC filed August 26, 2013 with this Docket attached as Exhibit M.

“As the parties have satisfied all the relevant requirements of Schedule No. 38, it only remains for the Commission to approve the PPA under § I.B.7 of Schedule No. 38.”

This would be intentionally interfering with the economic advantage of the existing third party contract. Consequently, the first element is satisfied. Moreover, by approving the proposed PPA, the knowledge that an existing contract is in place and would necessarily have to be breached puts the Commission and the public and the State of Utah at risk because they too, could end up as a participant in litigation regarding the interference with an economic advantage of the third party.

30. The second element requires that the interference be for an improper purpose **or** improper means. The second element of improper means is satisfied where the means used to interfere with a party's economic relations are contrary to law, such as violations of statutes, regulations, or recognized common-law rules. Such acts are illegal or tortuous in themselves and hence are clearly “improper” means of interference,²⁶

Means may also be improper or wrongful because they violate “an established standard of a trade or profession.”²⁷ In the present case, Top Service Body Shop, Inc., Leigh Furniture & Carpet Co. v. Isom, an economic giant like these companies and the Commission, causing a party to breach an existing and valid contract would, at a minimum, violate an “established standard of the profession” and the second element would be satisfied. It is also important to note that because it would violate the policy of the State of Utah to participate, by approving a this proposed PPA, knowing that it will result in a violation of a party(s) civil rights could make the State of Utah a participant

²⁶ *Searle v. Johnson*, Utah, 646 P.2d 682 (1982); *Gammon v. Federated Milk Producers Association, Inc.*, 14 Utah 2d at 295-96, 383 P.2d at 405-06 (1963).

²⁷ *Top Service Body Shop, Inc.*, 582 P.2d at 1371; *Leigh Furniture & Carpet Co. v. Isom*, 657 P.2d 293, 308 (Utah 1982).

and proper defendant in a lawsuit for interference with a prospective economic advantage.

Finally, because approval of the proposed PPA with Latigo would prevent me and/or the Trust from exercising existing contractual rights, multiple parties, including parties the third-party may have legally contracted with that I don't know about could be damaged by the actions of parties to the approval that led to the breach of contract. The Commission should not put me in a position to be sued and have litigation with the potential of many entity(s) for the benefit of another entity so they can receive among other things, IRS tax credits they likely have to pass on to a large purchasing company with significant revenues so they may enjoy a commission or fee. And approving the proposed PPA prevents me and/or the Trust from exercising rights over land we own. It's my land and I should be able to do what I want with it and not be forced to give up my rights to keep from being sued and forced into debt and possibly lose my land I have owned for over sixty (60) years. Thank you in advance for your time and consideration.

Mrs. Corinne Nielson Roring,
Land Owner in Monticello, Utah

Dated: September 26, 2013

CERTIFICATE OF SERVICE

I certify that a true and correct copy of REPLY COMMENTS OF LATIGO WIND PARK, LLC, in the State of Utah Public Service Commission Docket No. 13-035-116 was served no later than the 27th day of September, 2013 on the following:

PACIFICORP & ROCKY MOUNTAIN POWER:

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Mrs. Corinne Nielson Roring,