TESTIMONY AND PUBLICATIONS OF CRAIG R. ROACH, PH.D.
TESTIMONY


Prepared Affidavit concerning breach of contract by a utility and the resulting damages through the imposition of a rate discount known as the LEE Credit, Louisiana Public Service Commission Docket No. U-22801. [August 2000]. For Star Enterprise.


Prepared Direct and Rebuttal Testimony concerning claims for damages by Public Service of Colorado based on alleged improper billings under a power purchase agreement with Tri-State, American Arbitration Association No. 77 Y 181 00230 97. [September and October 1998]. For Tri-State Generation and Transmission Association, Inc.


Prepared Direct and Surrebuttal Testimony concerning reliability, market power, functional unbundling, divestiture, default supplier, balancing and other restructuring issues, New Jersey Board of
CRAIG R. ROACH


Declaration concerning antitrust issues made by Florida Power in a motion for summary judgment, United States District Court (Miami, Florida), Case No. 96-594-CIV-LENARD. [February 1998]. For Metropolitan Dade County and Montenay Power.


Rebuttal Testimony concerning the calculation of damages for the Abrogation of Tenaska’s power purchase agreement by BPA, American Arbitration Association No. 77-198-0224-95. [July 1997]. For Tenaska, Inc.

Testimony concerning Ex-Im Bank and OPIC, before the Subcommittee on Tax, Finance, and Exports, Committee on Small Business, U.S. House of Representatives. [May 15, 1997].

Testimony concerning the abrogation of Tenaska’s power purchase agreement by BPA, American Arbitration Association No. 77-198-0224-95. [February 1997]. For Tenaska, Inc.


Oral Testimony concerning Section 712 issues, Maryland Public Service Commission Case No. 8568. [August 30, 1993]. For Mid-Atlantic Independent Power Producers.


Prepared Direct and Rebuttal Testimony concerning Baltimore Gas and Electric's CPCN filing and Cogen Technologies' proposed QF, Maryland Public Service Commission Case No. 8241-Phase II. [August and September 1991]. For Mission Energy Company.
CRAIG R. ROACH


ARTICLES & SPEECHES


“Congestion Management: Setting the Stage for Consensus” Moderator and Speaker for the Electric Power Supply Association Regulatory Affairs Committee Meeting (May 2000).

“Protecting the Consumer by Promoting Competition” Presented at “T...


“Addressing Municipalization and Bypass Concerns in a Restructured Electricity Business” Presented at EEI Municipalization and Bypass Conference (October 1996).

“Performance-Based Ratemaking in an Electricity Business Restructured for Competition” Presented at “Performance-Based Ratemaking for Electric & Gas Utilities” (October 1996).


“Spin-Off Services of Retail Competition” Presented at “Giving Customers More Options: The Key to Success in the New Power Market” (May 1995).


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“Non-Traditional Competition For Industrial Loads” Presented to Oglethorpe Power (April 1994).


“Natural Gas Versus Coal: Comparisons of Cost, Risk, and Environmental Performance” Institute of Public Utilities (December 1992).


BOOKS

CONSULTING REPORTS (PUBLIC ONLY)


Electric Resources and Environmental Impacts. For the California Legislature’s Joint Committee on Energy Regulation and the Environment. Sacramento, CA, [1990].


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CONGRESSIONAL REPORTS


DISSERTATION

HYDRO-QUÉBEC OPEN ACCESS
TRANSMISSION TARIFF
customers receiving transmission service under Part II and Part III of this Tariff.

1.48. **Transmission Provider:** Hydro-Québec (or its Designated Agent).

1.49. **Transmission Provider's Monthly Transmission System Peak:** The maximum firm usage of the Transmission Provider's Transmission System in a calendar month.

1.50. **Transmission Service:** Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

1.51. **Transmission System:** The facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under Part II and Part III of the Tariff.

2. **Initial Allocation and Renewal Procedures**

2.1. **Initial Allocation of Available Transmission Capability:** For purposes of determining whether existing capability on the Transmission Provider's Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission service received during the initial sixty (60) day period commencing with the effective date of the Tariff will be deemed to have been filed simultaneously. A lottery system conducted by an independent party shall be used to assign priorities for Completed Applications
filed simultaneously. All Completed Applications for firm transmission service received after the initial sixty (60) day period shall be assigned a priority pursuant to Section 13.2.

2.2. Reservation Priority For Existing Firm Service Customers: Existing firm service customers (wholesale requirements and transmission-only, with a contract term of one-year or more), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Provider or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service the existing firm service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Régie, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of one-year or longer.

3. Ancillary Services
SUMMARY OF PROPOSED AMENDMENTS
1.43 Amend to reflect the deletion of subsection 15.3.

1.47 It is not desirable to provide transmission service before the customer has duly signed a service agreement. Any request must necessarily be made to the transmission provider on the basis of the Tariffs and Conditions in effect and approved by the Régie. The last sentence of this subsection is no longer necessary.

1.48 Amend text to comply with the law.

2.1 This subsection has become obsolete.

2.2 Amend text to comply with the law.

3. Eliminate redundancy in first sentence.

4. In the French text, correct the French translation of “same time.”

5.1 Clarification.

6.1 New numbering.

6.2 New subsection. Other systems located in Quebec must abide by the transmission provider’s reliability standards, approved by the Régie, in order to ensure the reliability of the transmission system.

7.2 Lower the interest rate payable.

7.3 A 48-hour time limit is enough to ensure compliance with the applicable Tariffs and Conditions. An additional right of recourse to the Régie is neither necessary nor appropriate here, given that the Régie will have approved the applicable Tariffs and Conditions.

8. Amend text to comply with the law.

9. Streamline the text.

12. It is not necessary to provide for arbitration to settle disputes since any dispute must be handled in accordance with the Régie’s complaint procedures, or if need be by the courts.