

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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In the Matter of: The Application ) Docket No.  
of Rocky Mountain Power For Approval ) 10-035-117  
of Settlement Agreement With Heber )  
Light & Power Company and Amendment )  
of Certificate of Public Convenience ) Administrative  
And Necessity. ) Law Judge:  
 ) Ruben Arredondo

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TRANSCRIPT OF HEARING PROCEEDINGS

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TAKEN AT: Public Service Commission  
160 East 300 South  
Salt Lake City, Utah

Public Witness Portion Taken At:  
Heber City Council Chambers  
75 North Main Street  
Heber City, Utah

DATE: January 10, 2011

TIME: 9:02 a.m.

REPORTED BY: Kelly L. Wilburn, CSR, RPR

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ATTACHMENTS

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-o0o-

1 JANUARY 10, 2011 9:02 A.M.

2 P R O C E E D I N G S

3 THE COURT: We're here In the Matter of the  
4 Application of Rocky Mountain Power For Approval of  
5 Settlement Agreement With Heber Light & Power Company  
6 and Amendment of Certificate of Public Convenience and  
7 Necessity. Docket No. 10-035-117.

8 And let's take appearances, please, beginning  
9 with the Company.

10 MR. RICHARDS: Jeff Richards, Rocky Mountain  
11 Power.

12 THE COURT: Okay.

13 MS. THORPE MOLL: Felise Thorpe Moll, the  
14 Attorney General's Office, on behalf of the Division  
15 of Public Utilities. And with me I have Patricia  
16 Schmid from the Attorney General's Office, and Joni  
17 Zenger from the Division.

18 THE COURT: Thank you.

19 MR. PROCTOR: Paul Proctor on behalf of the  
20 Office. And Cheryl Murray is here as having filed the  
21 comments for the Office.

22 THE COURT: Okay, thank you.

23 So per our conversation today, Mr. Richards,  
24 I understand we'll just -- you will proffer your  
25 witness's testimony. Kind of summarize what his

1 testimony would be.

2 We'll note that the Commission does have a  
3 copy of the application, the Office's memo, and the  
4 Division's memo. And it appears there's no, no  
5 dispute.

6 So with that, I know you have your witness  
7 here. If you want to go ahead and proffer what his  
8 testimony would be in support of the application.

9 MR. RICHARDS: Okay. Your Honor, we actually  
10 have filed testimony through three separate witnesses  
11 in this case.

12 THE COURT: Okay. All right.

13 MR. RICHARDS: And if it's okay with you, I'm  
14 just gonna go ahead and proffer, I'm just gonna  
15 proffer each of those three witnesses' testimony.

16 THE COURT: Uh-huh, sure.

17 MR. RICHARDS: Just a brief summary. Okay.  
18 I'll start with the testimony that we filed by Mark C.  
19 Moench, who is Senior Vice President and General  
20 Counsel of Rocky Mountain Power.

21 Mr. Moench's testimony is that Rocky Mountain  
22 Power and Heber Light & Power have both been providing  
23 service in Wasatch County for approximately a hundred  
24 years. The issue of their overlapping service  
25 territory didn't become critical until the early

1 2000s, as customers began to grow and there was rapid  
2 expansion in the Heber Valley.

3 At that point there was overlapping service  
4 territory and there became a dispute as to who was the  
5 rightful service provider in the Heber Valley. This  
6 came to a head in about 2007, when Wasatch County  
7 attempted to modify Rocky Mountain Power's franchise  
8 agreement and allocate service territory among Heber  
9 Light & Power and Rocky Mountain Power.

10 At that time we filed a lawsuit against  
11 Wasatch County, and we also filed an action here with  
12 the Commission. Since that time there's been  
13 considerable amount of negotiation and attempts to  
14 reach a settlement for the next about period of three  
15 years.

16 Prior to the 2010 legislative session the  
17 Company and Rocky Mountain -- and Heber Light & Power  
18 were able to reach a settlement in concept, which led  
19 to each of the parties supporting legislation which  
20 allowed an application to be filed, which is what we  
21 filed here in this case.

22 What that allows is it allows the Commission,  
23 while it doesn't have -- it doesn't allow the  
24 Commission jurisdiction over Heber Light & Power, it  
25 allows Rocky Mountain Power to file an application for

1 a revision to a certificate of service territory,  
2 provided that certain elements are met as by statute.

3 And we believe that the application and  
4 settlement agreement meets all of the elements that  
5 are provided in the statute. And we also believe that  
6 the application that has been filed is in the public  
7 interest.

8 And I'll go through several elements of why  
9 Mr. Moench would testify that this is in the public  
10 interest.

11 First, the parties will be able to improve  
12 customer service for current customers, eliminate  
13 wasteful duplication of services and facilities, limit  
14 environmental impact to facilities, enhance public  
15 safety and community aesthetics, and provide customers  
16 with certainty regarding the provider authorized and  
17 obligated to provide service territory to them.

18 In other words, there will be a  
19 discontinuation of overlapping service territory  
20 question as to who is the rightful provider for  
21 electric service in the Heber Valley.

22 Second, Rocky Mountain Power has generally  
23 not installed facilities to provide service in the  
24 Heber service area, and would be required to make  
25 substantial capital investments to provide service to

1 customers in the Heber Valley. Avoiding these capital  
2 investments would benefit all of Rocky Mountain  
3 Power's customers.

4 Third, the interest to the customers in the  
5 Heber Light & Power service area outside the municipal  
6 boundaries of Heber Light & Power's members will be  
7 protected by Heber Light & Power's compliance with the  
8 conditions in Section 11-13-204(7), Subsection (c), of  
9 the Utah Code.

10 And the requirements in its franchise  
11 agreements with Wasatch County, Daniel, and the Town  
12 of Independence provide a neutral arbiter or ombudsman  
13 for resolution of disputes that may arise with the  
14 customers.

15 Fourth, the agreement for the transfer of  
16 distribution facilities and customers provides  
17 reasonable terms and conditions for transfer of  
18 facilities and customers and construction of  
19 installation and facilities in a manner designed to  
20 protect the interest of customers for continuous,  
21 safe, and reliable service.

22 And the joint operation -- ownership and  
23 operation agreement provides reasonable terms and  
24 conditions for joint use of facilities in an economic  
25 and efficient way to provide service in the public



1 interest, consistent with prudent utility practice.

2 Fifth, the settlement agreement provides a  
3 reasonable mechanism to deal with requests for service  
4 pending the granting of the application, and  
5 flexibility for modifications to the Heber Light &  
6 Power service area in the future, which would be in  
7 the best interest of customers.

8 And lastly, the settlement agreement  
9 provide -- avoids the necessity of further extensive  
10 litigation between Heber Light & Power and Rocky  
11 Mountain Power.

12 And so for that reason Mr. Moench would  
13 conclude that, based on a very long and difficult  
14 negotiation and settlement agreement that was entered  
15 into very carefully and very thoughtfully between  
16 Heber Light & Power and Rocky Mountain Power, that the  
17 settlement agreement and the application that's filed  
18 is in the public interest and should be approved by  
19 the Commission.

20 THE COURT: All right. Thank you.

21 MR. RICHARDS: The other testimony that was  
22 filed was filed on behalf of Craig Broussard, who was  
23 the former General Manager of Heber Light & Power.  
24 And Mr. Broussard's testimony is that the settlement  
25 agreement creates a reasonable practical division of

1 the service territory in the Heber Valley, which  
2 allows each party to take full advantage of the  
3 existing facilities that have been used to serve those  
4 existing customers and thereby minimizing  
5 inconvenience to customers caused by transfer.

6 It also avoids extensive and costly  
7 litigation to Heber Light & Power, as it would for  
8 Rocky Mountain Power. And the uncertainty created by  
9 the dispute over service area makes it very difficult  
10 for Heber Light & Power for long-term planning, and so  
11 a settlement of this nature would help Heber Light &  
12 Power in that regard.

13 And the last testimony that was filed was  
14 filed on behalf of Blaine Stewart, who is the current  
15 General Manager of Heber Light & Power. And Blaine  
16 Stewart's testimony is that Heber Light & Power  
17 currently has exclusive franchises to provide service  
18 within its members' municipalities -- it's member  
19 boundaries.

20 And it also has obtained non-exclusive  
21 franchises from the governmental entities outside of  
22 those member service territories, where it will serve  
23 if this application is approved. And that is the Town  
24 of Independence, and Daniel, and, um.

25 Anyway, the three that are outside the -- I'm

1     sorry, it's the County. The franchise that would be  
2     with the County, Independence, and the Town of Daniel.

3             And the settlement agreement does not  
4     significantly change Heber Light & Power's service  
5     area. The settlement agreement has been crafted in  
6     such a way as to basically maintain the existing  
7     service to the customers that are being served by  
8     Heber Light & Power and those that are being served by  
9     Rocky Mountain Power, with several revisions for  
10    expediency and efficiency.

11            But in that regard Blaine Stewart's testimony  
12    would be that the settlement agreement and the  
13    application that's filed would be beneficial to Heber  
14    Light & Power. And they fully support the application  
15    that's been filed and ask that it be approved.

16            THE COURT: All right, thank you.

17            With the Division, your witness was  
18    Ms. Zenger; is that right?

19            MS. THORPE MOLL: That is correct.

20            THE COURT: Okay. And we did get a copy of  
21    the recommendation and memorandum submitted by the  
22    Division. I assume you wrote that, Ms. Zenger; is  
23    that right?

24            MS. ZENGER: (Moves head up and down.)

25            THE COURT: And Ms. Thorpe Moll, would you

1 proffer today that your witness's testimony would be  
2 substantially the same as she wrote in her  
3 recommendation?

4 MS. THORPE MOLL: Yes, I would.

5 THE COURT: Anything different, anything that  
6 needs to be changed?

7 MS. THORPE MOLL: No.

8 THE COURT: Okay. And then the Office,  
9 Ms. Murray, you're the one that wrote the  
10 recommendation.

11 And would -- Mr. Proctor, would you proffer  
12 that your witness's statement would essentially be  
13 substantially the same as she submitted?

14 MR. PROCTOR: Our witness's statement would  
15 be precisely the same as represented in the comments,  
16 and there are no changes that are necessary.

17 THE COURT: All right, thank you.

18 Then anything else that we need to add? Any  
19 other statements?

20 No? Okay, then we'll conclude this portion  
21 of the hearing. Recess until 4:30 to the public  
22 witness down in Heber. And we'll see you down there.  
23 Thank you.

24 (The hearing was recessed at 9:11 a.m., to  
25 reconvene at 4:30 p.m. in Heber City for the

1 public witness portion.)

2 THE COURT: The time is 4:30, the time duly  
3 noticed for public witness testimony in this matter,  
4 Docket 10-035-117. We'll note the representatives for  
5 Heber Light & Power, Rocky Mountain Power, and the  
6 Division are here.

7 At the outset is there anybody here that is  
8 planning to give public witness testimony? Do you  
9 have one person signed up? Do you have one person?

10 MS. ZENGER: Yes.

11 THE COURT: Okay.

12 MS. ZENGER: John Blickenstaff.

13 THE COURT: Okay. Blickenstatt, is that  
14 right?

15 MR. BLICKENSTAFF: Staff, s-t-a-f-f.

16 MS. ZENGER: Staff.

17 THE COURT: Blickenstaff? Would you like to  
18 come up here to the podium, sir, and you can testify?  
19 And if you want to just state your name and spell your  
20 name for the court reporter, and address. Business  
21 address is fine.

22 MR. BLICKENSTAFF: Okay. My name is John  
23 Blickenstaff, B-l-i-c-k-e-n-s-t-a-f-f. My address is  
24 218 Timber Lakes Estates, Heber City, Utah.

25 THE COURT: Okay.

1 MR. BLICKENSTAFF: 84032.

2 THE COURT: All right, thank you. You can  
3 testify in two, two ways. One, you can just give  
4 general comments, which won't be under oath. And in  
5 that case if you choose to do that, the Commission  
6 will be glad to hear your comments but we can't take  
7 that under advisement.

8 Or you can do it under oath, but you should  
9 know you would be subject to cross examination. The  
10 likelihood of that happening is -- I don't know. You  
11 can choose.

12 MR. BLICKENSTAFF: I just want to make some  
13 general comments.

14 THE COURT: Go ahead.

15 MR. BLICKENSTAFF: I'm a resident of Timber  
16 Lakes. I'm also a member of the Timber Lakes Board of  
17 Directors. And I would just like to state for the  
18 record that we have appreciated the service that we  
19 have received from Rocky Mountain Power.

20 And, having read through all of the documents  
21 in the docket and tried to understand them to the best  
22 of my ability, I appreciate the efforts of the, of the  
23 two Utilities to find some other way to address this  
24 issue rather than through litigation.

25 And I'm in support of trying to resolve

1 this -- these issues that they've had between them  
2 without litigation, as long as the customers that are  
3 being transferred between them have a method of --  
4 particularly those of us in Timber Lakes have a method  
5 of addressing any concerns that we have, being as that  
6 we are not residents of Heber City.

7 THE COURT: Okay. Anything else you'd like  
8 to add?

9 MR. BLICKENSTAFF: No, thank you.

10 THE COURT: Okay, thank you. Thank you for  
11 taking the time to be here.

12 And the next public witness?

13 MS. ZENGER: Ben Fitzgerald.

14 THE COURT: Mr. Fitzgerald, if you'd like you  
15 can just give general comments, or you can give those  
16 under oath. If you give them under --

17 MR. FITZGERALD: Actually probably just  
18 general comment, I think.

19 THE COURT: Okay, go ahead. If you can just  
20 state your full name and then the address, either  
21 business address or residential address.

22 MR. FITZGERALD: Okey-doke. Ben Fitzgerald,  
23 2150 North Highway 40, Heber, Utah. Which is just  
24 north of town out here.

25 THE COURT: Okay.

1           MR. FITZGERALD: Just a few concerns,  
2 actually, more than anything. I mean, I'm not sure  
3 how this is all gonna go -- well, I guess that's why  
4 I'm here, to try to find out tonight. But just some  
5 concerns that we are just north of the, what I  
6 understand to be the cutoff line as to which is  
7 switching to Rocky Mountain Power.

8           Anyway, just that out there I have a pole  
9 that's kind of on a turn. I don't know, it gets wiped  
10 out about once a year, at least. Sometimes more. And  
11 my concern with that is, is Heber Light & Power sure  
12 does an excellent job of getting it fixed and getting  
13 us back in power there.

14           My concern is how that will continue as Rocky  
15 Mountain Power and how that's handled more than  
16 anything, so.

17           THE COURT: Okay.

18           Mr. Richards, do you want to maybe take him  
19 aside? Can you address his concerns at all, or have  
20 him call somebody?

21           MR. RICHARDS: Yeah, he can. I would assume  
22 that our, you know, our procedures are probably very  
23 similar to Heber Light & Power's. And if there's a  
24 vehicle accident we respond very quickly to restoring  
25 service.



1 I've got operations folks here, if you want  
2 to add anything. Cindy Christoffersen?

3 MS. CHRISTOFFERSEN: Yeah, the process is the  
4 call goes into our business center. Goes through  
5 dispatch. Dispatch calls a troubleshooter. And then  
6 the troubleshooter goes to the site, assesses the  
7 situation.

8 If a crew is needed (inaudible - speaking too  
9 softly.)

10 (The reporter asked Ms. Christoffersen to  
11 speak up.)

12 MS. CHRISTOFFERSEN: They need to call the  
13 business center. Make an outage call. Then they  
14 call -- the business center calls the dispatcher. And  
15 the dispatcher calls the troubleshooter.

16 And they immediately go out to the trouble  
17 site. They assess the situation. Call for a crew, if  
18 necessary, or correct the problem while they're there.  
19 And then the crew fixes the problem.

20 And we've got, we've got goals covering like  
21 on our response time and our outage durations, so we  
22 really do strive to get them on as quickly as  
23 possible.

24 MR. FITZGERALD: Okay. I guess I'm -- I'm  
25 sure you do. Where would that -- where would they be

1 coming out of?

2 MS. CHRISTOFFERSEN: Park City.

3 MR. FITZGERALD: Just Park City?

4 MS. CHRISTOFFERSEN: Uh-huh.

5 MR. FITZGERALD: Okay. You know, and I don't  
6 know, I haven't had any experience with Rocky Mountain  
7 Power. Just some of the outer-lying areas that  
8 already are served by them up here, you know, they're  
9 telling me two to maybe three hours before anything  
10 like that happens.

11 THE COURT: And if you like, sir, I think the  
12 Division might be able, since you would be served by  
13 Rocky Mountain Power, you know, there's avenues if you  
14 have concerns, customer-service related concerns, you  
15 can address those with the Division, and with the  
16 Commission eventually.

17 MR. FITZGERALD: Okay.

18 THE COURT: Okay?

19 MR. FITZGERALD: Okay. Is there an option  
20 for us to stay where we're at if that's what we want  
21 to do?

22 THE COURT: My understanding is no. But I  
23 might be wrong.

24 MR. RICHARDS: That's correct.

25 THE COURT: Okay.

1 MR. FITZGERALD: Okay.

2 THE COURT: Thank you. Thank you,  
3 Mr. Fitzgerald.

4 Any other witnesses?

5 MS. ZENGER: No.

6 THE COURT: Okay. All right, then we'll just  
7 recess until -- we have slated to go until 5:30, so  
8 we'll run till 5:30. And then if no other public  
9 witnesses show, we'll conclude.

10 (A recess was taken from 4:37 to 5:19 p.m.)

11 THE COURT: Okay. Ladies and gentlemen,  
12 we're gonna go ahead and conclude. There aren't any  
13 witnesses that haven't spoken that desire to speak  
14 now?

15 No? Okay. Then with that, we'll go ahead  
16 and conclude this matter. Thank you.

17 (The hearing was concluded at 5:19 p.m.)  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T E

STATE OF UTAH                                 )  
  ) ss.  
COUNTY OF SALT LAKE                     )

This is to certify that the foregoing proceedings were taken before me, KELLY L. WILBURN, a Certified Shorthand Reporter and Registered Professional Reporter in and for the State of Utah.

That the proceedings were reported by me in stenotype and thereafter caused by me to be transcribed into typewriting. And that a full, true, and correct transcription of said proceedings so taken and transcribed is set forth in the foregoing pages, numbered 1 through 19, inclusive.

I further certify that I am not of kin or otherwise associated with any of the parties to said cause of action, and that I am not interested in the event thereof.

SIGNED ON THIS 13th DAY OF January, 2011.

Kelly L. Wilburn, CSR, RPR  
Utah CSR No. 109582-7801

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