

Daniel E. Solander  
Rocky Mountain Power  
1407 N. West Temple, Suite 320  
Salt Lake City, UT 84116  
Telephone: (801) 220-4014  
[daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com)

Attorney for Rocky Mountain Power

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

---

In the Matter of the Application of )	
ROCKY MOUNTAIN POWER for )	Docket No. 15-035-___
Approval of Electric Service Agreement )	
Between PacifiCorp and Nucor )	APPLICATION OF ROCKY
Corporation )	MOUNTAIN POWER FOR
)	APPROVAL OF ELECTRIC
)	SERVICE AGREEMENT

---

Rocky Mountain Power, a division of PacifiCorp, hereby applies for an order approving the Electric Service Agreement (“Agreement”) between PacifiCorp and Nucor-Plymouth Bar Division, a Division of Nucor Corporation (“Nucor”) dated November 3, 2015. In support of its Application, Rocky Mountain Power states as follows:

1. Rocky Mountain Power is an electrical corporation and a public utility in the state of Utah and is subject to the jurisdiction of the Commission. Rocky Mountain Power also provides retail electric service in the states of Idaho and Wyoming.

2. Communications regarding this Application should be addressed to:

Bob Lively  
Rocky Mountain Power  
1407 W. North Temple, Suite 330  
Salt Lake City, UT 84116  
Telephone: (801) 220-4052  
[bob.lively@PacifiCorp.com](mailto:bob.lively@PacifiCorp.com)

Daniel E. Solander  
Rocky Mountain Power  
1407 W. North Temple, Suite 320  
Salt Lake City, UT 84116  
Telephone: (801) 220-4459  
Email: [daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com)

With a copy to:

By e-mail (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)

By mail: Data Request Response Center  
Rocky Mountain Power  
825 NE Multnomah St., Suite 2000  
Portland, OR 97232

3. Nucor is a steel manufacturing facility located in Rocky Mountain Power's service territory in Box Elder County, Utah.

4. PacifiCorp and Nucor executed the Agreement on November 3, 2015, a copy of which is attached hereto as Confidential Exhibit A. The term of the Agreement begins January 1, 2016 and expires on December 31, 2017. The existing Electric Service Agreement expires on December 31, 2015.

5. Under the Agreement, PacifiCorp will continue to provide Nucor with retail full requirements service of electric power and energy and Nucor will provide PacifiCorp with certain interruptible products. The rates for full requirements service that Nucor will pay PacifiCorp are negotiated rates but are consistent with rates applicable to other large industrial customers. The Agreement also provides an interruption credit to Nucor against the rates it pays PacifiCorp in exchange for providing PacifiCorp with certain interruptible products.

6. The Agreement is materially a two year extension of the existing agreement with certain minor modifications to the interruptible products offered by

Nucor. Nucor will continue to be subject to Surcharge Rates, including the Energy Balancing Account, REC Balancing Account (“RBA”), and Solar Incentive Surcharge (“SIS”).

7. Surcharge Rates will change concurrently with changes for other Utah retail customers, and will be set to collect or credit the same percent of Nucor’s base revenue corresponding to the average percentage collected or credited with respect to the total Utah retail base tariff revenues for the period. Surcharge and credit rates will be collected or credited using the same billing elements as for other Utah retail customers. Nucor will be subject to any new surcharge rates ordered by the Commission.

8. Nucor will also be subject to any general rate increases, including the monthly fixed charge, customer charge, measured demand charges, and energy charges, which will be adjusted by the average percent change for total Utah retail customers concurrently with general rate changes and/or major plant addition cases for retail customers. If Rocky Mountain Power does not file a general rate case or major plant addition case in 2016, Nucor’s base rate charges and the curtailment credit will increase January 1, 2017, by 1.00%.

9. If there are changes to the base rate and surcharge rates during the contract term, the curtailment credit provided to Nucor will change concurrently with changes to the base rate and surcharge rates by the percent changes in total Utah retail base tariff revenues associated with the changes.

10. As noted above, the current Electric Service Agreement expires on December 31, 2015. The parties desire to avoid the scenario where Nucor's existing agreement expires with no replacement agreement approved by the Commission. Therefore, the parties request that the Agreement be approved on or before December 31, 2015. Rocky Mountain Power requests that the Commission hold a scheduling conference to establish a procedural schedule as soon as possible so that interested parties may comment on the Application and agreement.

11. The prices, terms and conditions of the Agreement are just and reasonable and in the public interest.

WHEREFORE, Rocky Mountain Power respectfully requests that the Commission issue its Order approving the Agreement and finding that the Agreement and the terms and conditions set forth therein are just and reasonable and in the public interest.

DATED this 4<sup>th</sup> day of November 2015.

Respectfully submitted,



---

Daniel E. Solander  
Attorney for Rocky Mountain Power