

REDACTED CLOSED SESSION

UTAH PUBLIC SERVICE COMMISSION

PUBLIC HEARING IN THE)
MATTER OF THE APPLICATION) Docket No. 15-035-84
OF ROCKY MOUNTAIN POWER FOR)
APPROVAL OF PURCHASE AND)
TRANSFER AGREEMENT AND THE)
POWER SUPPLY AGREEMENT WITH)
NAVAJO TRIBAL UTILITY)
AUTHORITY AND AMENDMENT OF)
CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)
)

Utah Public Service Commission
160 East 300 South, 4th Floor
Salt Lake City, Utah

May 19, 2016, 9:00-9:56 a.m.

Reported by: Jennifer E. Garner, RPR
Notary Public in and for the State of Utah
Job No.: 286960C

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1 PROCEEDINGS

2

3 CHAIRMAN LEVAR: Okay. Good morning. We
4 are here for the Public Service Commission hearing in
5 docket number 15-035-84 in the matter of the
6 Application of Rocky Mountain Power for Approval of
7 Purchase and Transfer Agreement and Power Supply
8 Agreement with the Navajo Tribal Utility Authority
9 and Amendment of Certificate of Public Convenience
10 and Necessity.

11 So why don't we start with appearances.
12 Why don't we start with the applicant.

13 MR. MONSON: Greg Monson of Stoel Rives
14 appearing for Rocky Mountain Power and Yvonne Hogle
15 is also here representing Rocky Mountain Power. And
16 with me I've got Lucky Morse, who is -- Loren P.
17 Morse who is a witness and also Steve McDougal who is
18 also a witness that's also with us today.

19 CHAIRMAN LEVAR: Thank you. Why don't we
20 go to Resolute.

21 MR. MECHAM: Steve Mecham representing
22 Resolute Natural Resources Company, LLC.

23 CHAIRMAN LEVAR: Thank you. And then for
24 the NTUA.

25 MR. DODGE: Yes. Gary Dodge on behalf of

1 the Navajo Tribal Utility Authority and with me at
2 the table is Mr. Walter Haase, the general manager of
3 the NTUA, who has filed testimony in the case and is
4 here to answer questions if there are any.

5 CHAIRMAN LEVAR: Okay. And for the
6 Division of Public Utilities.

7 MS. SCHMID: Good morning. Patricia E.
8 Schmid with the Attorney General's office on behalf
9 of the Division of Public Utilities. With me as the
10 Division's witness is Dr. Joni Zenger. Dr. Zenger
11 has a summary to present, if permitted, and then is
12 available to answer questions.

13 CHAIRMAN LEVAR: Thank you. For the
14 Office of Consumer Services.

15 MR. OLSEN: Rex Olsen with the Attorney
16 General's office on behalf of the office of consumer
17 services. And with me at the table is Cheryl Murray,
18 excuse me.

19 And I did send an e-mail -- I guess, just
20 as a technical matter. We requested that we have
21 permission to have Donna Ramas appear by phone if
22 there's any questions about her prefiled testimony.
23 I'd just like to make sure that is all right with the
24 Commission.

25 CHAIRMAN LEVAR: Sure. And we received

1 that -- we've received that written request. We had
2 not received any objection to it. But we'll -- I
3 guess we'll deal with that when we get to your part
4 of the hearing.

5 MR. OLSEN: Yeah, I believe I'm authorized
6 to represent -- none of the parties objected to it.
7 So --

8 CHAIRMAN LEVAR: Okay.

9 MR. OLSEN: Thank you.

10 CHAIRMAN LEVAR: And is that all for
11 appearances?

12 Looking around the room, I think it is.

13 Is anyone aware of any preliminary matters
14 we should deal with before we move into the
15 applicant's presentation?

16 Okay. Mr. Monson.

17 MR. MONSON: Thank you. As you know, the
18 parties entered into a stipulation to resolve all
19 issues in this matter. And pursuant to the
20 Stipulation, we would offer the testimony that has
21 been presented by -- filed by Rocky Mountain Power,
22 which includes the direct testimony of Loren P. Morse
23 with five exhibits, the supplemental testimony of
24 Loren P. Morse with two exhibits, the direct
25 testimony of Paul H. Clements, the direct testimony

1 of Steven R. McDougal, the direct -- and -- well, we
2 filed the testimony of Mr. Haase and so we'd offer
3 that also. It has two exhibits.

4 So we would offer that testimony, and then
5 we'll have Mr. Morse present a brief summary if that
6 is all right.

7 CHAIRMAN LEVAR: Okay. So you're offering
8 all of the testimony of Mr. Morse, Mr. Clements,
9 Mr. McDougal, and Mr. Haase --

10 MR. MONSON: Right.

11 CHAIRMAN LEVAR: -- to be entered into
12 evidence?

13 Any objection to that motion?

14 MS. SCHMID: None.

15 MR. OLSEN: No objection.

16 MR. DODGE: No.

17 CHAIRMAN LEVAR: Okay. It will be
18 entered. Thank you.

19 MR. MONSON: Okay. So if we can proceed,
20 maybe just have Mr. Morse give a brief testimony in
21 support of the Stipulation. Is that all right?

22 CHAIRMAN LEVAR: Thank you.

23 MS. SCHMID: Pardon me. If I may, some of
24 the testimony has been marked confidential. I know
25 the Division's witness, to the extent possible, will

1 avoid mentioning confidential testimony in her
 2 summary, and I'm just wondering if that would be
 3 something to address by you before the hearing.

4 CHAIRMAN LEVAR: Yes. Well, if anyone
 5 feels a need in either summaries or questioning to
 6 discuss confidential information, we'll need a motion
 7 to close the hearing. The Commission has to make a
 8 finding that it's in the public interest to close the
 9 hearing.

10 So if there is a need to do that, we'll
 11 have to have a motion from a party to do that and a
 12 finding by the Commission. If the summaries and
 13 discussions don't delve into any confidential
 14 information, that obviously won't be necessary.

15 MS. SCHMID: Thank you.

16 MR. MONSON: Yes, we were intending to try
 17 to not bring up confidential information during the
 18 hearing, but if any questions arise, then we would be
 19 happy to make that motion at that time.

20 Do you want to swear Mr. Morse?

21 CHAIRMAN LEVAR: Oh, sorry. Yes.

22

23 LOREN LUCKY P. MORSE,
 24 called as a witness, being first sworn,
 25 was examined and testified as follows:

1 Mr. Morse, do you swear to tell the truth?

2 MR. MORSE: Yes.

3 CHAIRMAN LEVAR: Thank you.

4 MR. MONSON: Thank you.

5

6

EXAMINATION

7 BY MR. MONSON:

8 **Q. Please state your name, address, and your**
9 **present position with Rocky Mountain Power?**

10 A. My name is Loren P. Morse. I go by the
11 name of Lucky. My address is 70 North 200 East,
12 American Fork, Utah. My present position is the
13 director of regional business management for Rocky
14 Mountain Power.

15 **Q. So what is the purpose of your testimony**
16 **today?**

17 A. I'm here today to briefly review the
18 history of this transaction and the purpose for this
19 application, to discuss the key elements of the
20 Settlement Stipulation, and also in the support of
21 the application that has been filed with our
22 testimony.

23 **Q. So, Mr. Morse, I'm sure the Commission has**
24 **reviewed the testimony that has been filed and the**
25 **application, but could you just briefly, for the**

1 **record, provide a very brief summary of how this**
2 **transaction took place and the nature of it and how**
3 **the stipulation was started and entered into?**

4 A. Yes. Back in 1959 when Rocky Mountain
5 Power's predecessor company, Utah Power and Light,
6 was working with the Navajo Nation to bring
7 electrical service to the Navajo Nation -- the Utah
8 portion of the Navajo Nation that is in discussion
9 here -- there was a Letter Agreement signed between
10 Utah Power and Light and Navajo -- and the Navajo
11 Nation that stated that at some future date, if the
12 Navajo Nation wanted to take over service to those
13 customers in that jurisdiction, that they would be
14 able to do so subject to the terms that were agreed
15 to in that letter.

16 In 2009, the Navajo Tribal Utility
17 Authority approached us and stated that they, on
18 behalf of the Navajo Nation, had wanted to begin the
19 negotiations to enact the terms of that stip--
20 letter, and to work out an arrangement to purchase
21 and take over those assets and serve that area of the
22 Navajo Nation by the Navajo Tribal Utility Authority.

23 So we, at that time, began negotiations
24 with them, which culminated in December of 2013 with
25 two agreements that were signed. One is the Purchase

1 and Transfer Agreement and the other is the Power
2 Supply Agreement between Rocky Mountain Power and the
3 Navajo Tribal Utility Authority that basically, as a
4 result of all those negotiations, was in agreement
5 for Rocky Mountain Power to sell its assets on the
6 Navajo Nation to the Navajo Tribal Utility Authority.

7 We subsequently filed an application with
8 the Public Service Commission, and after the Navajo
9 Tribal Utility Authority had received all of the
10 approvals and support from the Navajo Nation that
11 were necessary, we filed an application in December
12 of 2015 with the Public Service Commission to enact
13 the terms of that agreement, along with the
14 Stipulation -- there were a couple of additional
15 amendments that were agreed to along the way after
16 those were signed in 2013 requesting approval of
17 those, that agreement and those -- with those
18 amendments.

19 We then worked with the parties that are
20 here present today. Along the way, there was another
21 amendment that was signed as a result of further
22 negotiations. It's Amendment 3 to the Purchase and
23 Transfer Agreement, which further improved the
24 deal -- the transaction, and then began settlement
25 discussions with the parties in April, which

1 culminated in May -- May 12th of 2016 with a
2 settlement agreement by all of the parties. The
3 parties involved in that was Rocky Mountain Power,
4 the Utah Division of Public Utilities, the Utah
5 Office of Consumer Services, the Navajo Tribal
6 Utility Authority, and Resolute Natural Resources
7 Company, LLC. So...

8 **Q. Mr. Morse, I neglected to ask you about**
9 **your background with dealing with service on the**
10 **Navajo Nation. Could you just briefly let the**
11 **Commission know about that?**

12 A. Yes. I was the district manager for Utah
13 Power and Light in the 1990s. So I had a lot of
14 dealings on the Navajo Nation because my area
15 included that portion of the Navajo Nation in 1990
16 and 1995.

17 In serving in my current role as the
18 director of our regional business management group,
19 when the Navajo Tribal Utility Authority approached
20 us in 2009, I've been a party to all of our
21 discussions and negotiations through that entire time
22 up to the current time.

23 **Q. Thank you.**

24 MR. MONSON: Does everyone have a copy of
25 the Stipulation? Does anyone need one? I've got

1 some extras if anyone needs one. Okay. I'm assuming
2 everyone has one.

3 **Q. (By Mr. Monson) Mr. Morse, could you**
4 **please briefly describe the essential terms of the**
5 **Stipulation?**

6 A. The essential terms are described in
7 Paragraphs 15 to 23 of the Stipulation. Paragraph 15
8 requests approval of the Purchase and Transfer
9 Agreement and the Power Supply Agreement as amended,
10 and the finding that the Power Purchase and Transfer
11 Agreement and the Power Supply Agreement are prudent
12 and in the public interest.

13 Paragraph 16 describes amendments to the
14 Company Service Territory. So as part of this
15 application we're asking to transfer the service
16 territory or rights that are within the boundary of
17 the Navajo Nation to the Navajo Tribal Utility
18 Authority, and Rocky Mountain Power would no longer
19 have those obligations to serve in that area.

20 Paragraph 18 requests approval of the
21 company ceasing to provide service to 14 customers
22 that were identified in the Purchase and Transfer
23 Agreement that are located adjacent to the Navajo
24 Nation, but they are not on the boundary of the --
25 not within the boundary of the Navajo Nation. The

1 reason for this is that the facilities -- the
2 electrical facilities used to serve those 14
3 customers are within the boundaries of the Navajo
4 Nation. The cost for Rocky Mountain Power to bring
5 electrical service in from our service area to take
6 over those customers or to continue to serve those
7 customers was excessive. And, also, due to
8 continuing to serve -- you know, if we were to keep
9 those customers but serve through existing
10 facilities, it would be difficult from an outage
11 response and, you know, communications. And so we
12 just felt that it was in the best interest of those
13 customers and all involved if those customers were to
14 continue to be served by the -- would be served by
15 the Navajo Tribal Utility Authority.

16 We did include provisions in the agreement
17 that if -- that the service territory rights remain
18 with Rocky Mountain Power, and that if at some future
19 time we did bring facilities to that area and wanted
20 to take over service to those customers, that we
21 would have the right to do so. And so that is there
22 but it's really contingent upon that event occurring,
23 if it does occur.

24 Also, if other customers were to come into
25 that area and request service, they would first speak

1 with us. If we had the ability to serve them, we
2 would. If not, they would have the ability to
3 contact the Navajo Tribal Utility Authority to get
4 service. And, again, we would retain that right,
5 that if they were being served and we wanted to take
6 over service to them that we would come to you, just
7 as with we do with our other service area boundary
8 issues here in the state of Utah, and file an
9 application to take those customers over and take
10 over service to them.

11 **Q. Mr. Morse, let me interrupt you for just a**
12 **second before you describe the other terms of the**
13 **Stipulation. Could you tell the Commission how far**
14 **away the facilities are that Rocky Mountain Power**
15 **will retain after this transaction and how much --**
16 **you know, a ballpark estimate of the cost to build**
17 **facilities to serve the 14 customers?**

18 **A. Yes. The closest facilities that we have**
19 **that could be used to serve these customers are**
20 **approximately ten miles away, and the approximate**
21 **cost is about \$1.3 million to construct power lines**
22 **over to connect them to our system.**

23 **Q. Okay. And I don't know if you have**
24 **anything else on Paragraph 18.**

25 **A. No.**

1 **Q. Do you want to continue then and describe**
2 **the other essential terms of the Stipulation?**

3 A. Yeah. In Paragraph 20 the parties agree
4 that the Company will be permitted to recover in its
5 Utah rates costs that are incurred by the Company
6 under Sections 2.5.4 and 3.4 of the Purchase and
7 Transfer Agreement to the extent such costs are not
8 offset by savings resulting from those agreements.
9 However, the Agreement does not preclude any party
10 from challenging recovery of the costs incurred by
11 the Company on the basis that the Company did not
12 implement these sections of the Purchase and Transfer
13 Agreement in a prudent manner, nor does it preclude
14 the Company from seeking recovery of any costs in
15 providing service to its customers.

16 Paragraph 21 requests the issuance of an
17 accounting order by the Commission authorizing the
18 company to defer costs in accordance with certain
19 parts of the -- certain costs incurred in the
20 transaction, and they would be subject to the terms
21 as stated in the Stipulation Agreement.

22 And then Paragraph 23 stipulates among the
23 parties the admission into evidence of all testimony
24 that is in this document, which we've done.

25 **Q. So you skipped a couple -- a few of the**

1 paragraphs that are in the terms and conditions. Was
2 that because you felt like those were terms that
3 probably other parties will address?

4 A. Yes.

5 Q. Okay. Do you have any final comments on
6 the Stipulation?

7 A. Yes. First of all, I want to thank all of
8 the parties that were involved in working together to
9 come to this Stipulation -- this agreement on the
10 Stipulation. I appreciate their engagement and their
11 involvement, and getting to this point required a lot
12 of discussion. We felt like it was a balance of all
13 of the different interests of all of the different
14 parties to find a joint, agreed-upon solution that
15 would work in the best interests of all the parties.

16 We believe that this Stipulation is in the
17 public interest, and that the results are just and
18 reasonable. It results in just and reasonable rates.
19 And I just recommend that the Commission approve the
20 Stipulation as filed.

21 MR. MONSON: That concludes Mr. Morse's
22 testimony. So he's available for any questions.

23 CHAIRMAN LEVAR: Okay. Thank you.

24 Mr. Dodge, do you have any questions?

25 MR. DODGE: No. Thank you.

1 CHAIRMAN LEVAR: Mr. Mecham?

2 MR. MECHAM: No, thank you.

3 CHAIRMAN LEVAR: Ms. Schmid?

4 MS. SCHMID: No questions.

5 CHAIRMAN LEVAR: Mr. Olsen?

6 MR. OLSEN: No, thank you.

7 CHAIRMAN LEVAR: I'll ask Commissioner
 8 Clark and Commissioner White if you want to ask any
 9 questions now or if you'd rather wait until all the
 10 witnesses have spoken and see if you have any
 11 questions on the panel. We can do it either way.

12 MR. CLARK: I don't have any currently.
 13 My preference would be to be able to direct any that
 14 arise to all of the witnesses simultaneously after
 15 they have presented their summaries.

16 CHAIRMAN LEVAR: Okay.

17 COMMISSIONER WHITE: Yeah, I think I'm of
 18 the same position that it would be helpful to hear
 19 the other party's positions before. So maybe as a
 20 panel at the conclusion.

21 CHAIRMAN LEVAR: Okay. We'll go forward
 22 that way.

23 Anything further, Mr. Monson?

24 MR. MONSON: No. And -- but I do note
 25 that we sponsored Mr. Haase's direct testimony, and I

1 don't know if Mr. Dodge wants to have Mr. Haase offer
2 some brief testimony here today or...

3 CHAIRMAN LEVAR: Mr. Dodge?

4 MR. DODGE: Thank you. We don't have any
5 testimony prepared, but Mr. Haase is prepared to
6 answer any questions.

7 CHAIRMAN LEVAR: Okay. Thank you.

8 MR. DODGE: We support the Stipulation,
9 obviously, and request its approval. But we're happy
10 to answer any questions anyone has.

11 CHAIRMAN LEVAR: Okay. And we'll save the
12 Commission's questions for the end.

13 I'll ask any parties if there's questions
14 for Mr. Haase at this point, though.

15 MR. MECHAM: No questions.

16 MR. MONSON: No questions.

17 CHAIRMAN LEVAR: Ms. Schmid?

18 MS. SCHMID: No questions.

19 MR. OLSEN: No questions.

20 CHAIRMAN LEVAR: Okay. Thank you.

21 Mr. Mecham, do you have anything for this
22 point of the hearing?

23 MR. MECHAM: I do not. Thank you.

24 CHAIRMAN LEVAR: Okay. Thank you.

25 Ms. Schmid?

1 MS. SCHMID: Thank you. The Division
2 would like to call Dr. Joni Zenger. Could Dr. Zenger
3 please be sworn?

4
5 DR. JONI ZENGER,
6 called as a witness, being first sworn,
7 was examined and testified as follows:

8
9 CHAIRMAN LEVAR: Sure. Dr. Zenger, do you
10 swear to tell the truth?

11 MS. ZENGER: Yes.

12 CHAIRMAN LEVAR: Thank you.

13

14 EXAMINATION

15 BY MS. SCHMID:

16 Q. Dr. Zenger, could you please state your
17 full name, business address, and position for the
18 record.

19 A. My name is Joni Zenger. I'm a technical
20 consult in the energy section of the Department of
21 Commerce. My business address is 160 East 300 South,
22 Heber M. Wells Building, Fourth Floor, Salt Lake
23 City, Utah.

24 Q. Have you represented the Division and
25 participated on behalf of the Division in this

1 docket?

2 A. Yes, I have.

3 Q. And your testimony today is in support --
4 or is on behalf of the Division?

5 A. Yes.

6 Q. Did you file confidential and redacted
7 testimony on May 16th in this docket?

8 A. Yes.

9 Q. Do you have any changes or corrections to
10 that testimony?

11 A. No.

12 MS. SCHMID: Consistent with the
13 Stipulation, the Division would like to move the
14 admission of Dr. Zenger's testimony as described
15 above.

16 CHAIRMAN LEVAR: Thank you. If there is
17 any objection to that motion, please indicate to me.

18 I'm not seeing any. So that will be
19 entered. Thank you.

20 MS. SCHMID: Thank you.

21 Q. (By Ms. Schmid) And, Dr. Zenger, in the
22 Stipulation, there is a provision that states that if
23 issues were raised at the public witness hearing in
24 Blanding held Tuesday, the Division had the
25 opportunity, along with the other parties, to

1 **reassess its support of the Stipulation. Are you**
2 **aware of that provision?**

3 A. Yes.

4 Q. Is it the position of the Division that
5 there was -- that there were no issues raised there
6 that would require the Division to reassess its
7 support of the stipulation?

8 A. Yes. No issues that would cause us to
9 reassess it.

10 Q. Do you have a brief summary to provide
11 today?

12 A. Yes, I do.

13 Q. Please proceed.

14 A. The Division supports the Settlement
15 Stipulation that was filed on May 12, 2016 by the
16 parties to this docket. The Stipulation entered into
17 by the parties, taken as a whole, is just and
18 reasonable in result and the Division recommends that
19 the Commission approve it.

20 The Division advocates for the public
21 interest in utility regulation and works to ensure
22 that safe and reliable public utility services are
23 offered at just and reasonable rates. The Division,
24 along with the parties to this Stipulation, have
25 worked approximately five months from the time the

1 Company's application was filed to navigating through
2 the details of the amendments to agreements and
3 conducting discovery, attending technical
4 conferences, and settlement negotiations to finally
5 arrive at a Stipulation that is in the public
6 interest and should be approved by the Commission.

7 The Company has satisfactorily provided
8 outreach to customers whose service would be
9 transferred to NTUA. The Division is unaware of any
10 party who has intervened an objection to the
11 transaction except initially Resolute Energy, which
12 uses the majority of the load in the Navajo Nation
13 Territory in Utah. However, that uncertainty of how
14 and at what price Resolute will retain has been
15 resolved.

16 The Division believes the exclusion of the
17 Schedule 193 surcharge, the revised load retention
18 payment, and Resolute retention payment, taken as
19 part of the whole Agreement, are reasonable. The
20 Division will review the transaction costs and
21 revenues for proper ratemaking treatment when the
22 transaction closes and the final costs are known.

23 The Stipulation is in the public interest
24 for the following reasons:

25 Number 1. The Company will be able to

1 continue to provide safe and reliable services to its
2 remaining customers at just and reasonable rates.

3 Number 2. NTUA represents that the
4 customers being transferred to NTUA will be treated
5 the same as other NTUA customers. Further, NTUA
6 represents that the transferred customers will
7 receive service at the same rates that they have been
8 receiving service under Rocky Mountain Power, at
9 least for the next five years.

10 Number 3. The Stipulation resolves the
11 long-standing uncertainty regarding the 1959 Letter
12 Agreement and expired rights of way and easements.
13 The Nation Council Resolution acknowledges and
14 confirms that upon closing, Rocky Mountain Power will
15 have fully satisfied any and all obligations,
16 conditions, or requirements under the Letter
17 Agreement and Rocky Mountain Power is released from
18 any and all liability for past or future payment
19 claims related to transferred or expired easements.

20 Number 4. Resolving issues of contract
21 interpretation could have easily gone through court
22 battles that are long, complex, and costly to the
23 detriment of ratepayers. The Stipulation resolves
24 those unanswered questions in a less costly and
25 timelier manner than litigation. Additionally, by

1 settling, the parties have a known resolution to the
2 issues and are not faced with the uncertainty of
3 awaiting a decision of the court or the courts.

4 Number 5. One thing that was echoed over
5 and over again at the public witness hearing in Bluff
6 on May 17 is that the Nation people are tired of
7 waiting for years, for generations to get
8 electricity. NTUA represents that it will extend
9 service to its people, the hundreds of residents who
10 still do not have electricity in Utah.

11 It is hoped that the asset exchange will
12 bode well for those Navajo residents who spoke at the
13 public hearing who cannot afford \$3,000 or \$5,000
14 line extension charges to get power to their homes.
15 These customers who have transferred to the NTUA will
16 not have to follow Rocky Mountain Power's line
17 extension policies anymore which result in high costs
18 in Navajo Nation Territory.

19 NTUA represents that these people may
20 qualify for RUS funds to get the power to their
21 homes. NTUA represents that it wants to get
22 electricity to more of its people and it is the
23 long-standing goal of the Navajo Nation to be served
24 by NTUA.

25 All of the above representations and facts

1 help promote the finding that the Stipulation is in
2 the public interest. The Division recommends the
3 Commission approve the Stipulation, the Company's
4 Application, and amend the Company's CPCN in the
5 subject area to remove the NTUA assumed transferred
6 customers.

7 Thank you.

8 CHAIRMAN LEVAR: Anything further, Ms.
9 Schmid?

10 MS. SCHMID: Nothing further. Thank you.

11 CHAIRMAN LEVAR: Okay. Thank you.

12 Mr. Monson, do you have any questions for
13 Dr. Zenger?

14 MR. MONSON: No.

15 CHAIRMAN LEVAR: Mr. Dodge?

16 MR. DODGE: No. Thank you.

17 CHAIRMAN LEVAR: Mr. Mecham?

18 MR. MECHAM: No.

19 CHAIRMAN LEVAR: Mr. Olsen?

20 MR. OLSEN: No. Thank you.

21 CHAIRMAN LEVAR: We'll save any
22 Commissioner questions for later.

23 CHAIRMAN LEVAR: Anything further from
24 you, Ms. Schmid?

25 MS. SCHMID: Nothing further from the

1 Division.

2 CHAIRMAN LEVAR: Okay. Thank you.

3 MR. OLSEN: Okay. Thank you. The Office
4 would like to call Cheryl Murray and ask that she be
5 sworn.

6

7 CHERYL MURRAY,
8 called as a witness, being first sworn,
9 was examined and testified as follows:

10

11 CHAIRMAN LEVAR: Ms. Murray, do you swear
12 to tell the truth?

13 MS. MURRAY: Yes.

14 CHAIRMAN LEVAR: Thank you.

15

16 EXAMINATION

17 BY MR. OLSEN:

18 Q. Can you state your name for the record
19 please and where you are employed and what your
20 duties are?

21 A. My name is Cheryl Murray. I'm a utility
22 analyst with the Office of Consumer Services.

23 Q. In that position did you have occasion to
24 participate in the negotiations that led up to this
25 stipulation that is before the Commission today?

1 A. Yes.

2 Q. And did you prepare testimony in this
3 docket which was submitted on May 17, 2012?

4 A. Yes, I did.

5 Q. Are there any corrections you would like
6 to make on that?

7 A. Just one. It's on the cover page on the
8 right-hand side of the page. It lists "Revenue
9 Requirement, Direct Testimony" and "Revenue
10 Requirement" should be stricken.

11 MR. OLSEN: Subject to that change, we
12 would ask that the -- we would submit Ms. Murray's
13 testimony.

14 CHAIRMAN LEVAR: Thank you. Any objection
15 to entering that into evidence?

16 MR. MONSON: No objection.

17 MR. DODGE: No.

18 MS. SCHMID: No objection.

19 CHAIRMAN LEVAR: Thank you. Nothing. It
20 will be entered.

21 MR. OLSEN: Thank you. Ms. Murray has a
22 brief statement.

23 MS. MURRAY: Good morning. As I indicated
24 in my prefiled testimony, the Office supports the
25 Settlement Stipulation that is before the Commission

1 this morning.

2 Some of the key elements for our support
3 include: 1. Residents of the Nation that are
4 currently in Rocky Mountain Power's service territory
5 but do not have access to electric service are
6 expected to receive service more quickly through
7 NTUA.

8 2. Potentially costly litigation and
9 associated risks will be avoided.

10 3. Remaining Utah customers will likely
11 benefit due to revenues received by Rocky Mountain
12 Power for the provision of electric service to NTUA
13 that will be used to serve Resolute for ten years
14 following closure of the Agreement. And,

15 4. The concerns initially identified by
16 the Office were adequately addressed in the updated
17 purchase and transfer and power supply agreement as
18 amended and the settlement.

19 In summary, the Office believes that this
20 Settlement is just and reasonable in result and in
21 the public interest. Accordingly, we recommend
22 Commission approval. That concludes my statement.

23 MR. OLSEN: Ms. Murray is available for
24 cross-examination.

25 CHAIRMAN LEVAR: Thank you. Mr. Monson,

1 do you have any questions for her?

2 MR. MONSON: No questions. Thank you.

3 CHAIRMAN LEVAR: Thank you. Mr. Dodge?

4 MR. DODGE: No questions.

5 CHAIRMAN LEVAR: Mr. Mecham?

6 MR. MECHAM: No, thank you.

7 CHAIRMAN LEVAR: Thank you. Ms. Schmid?

8 MS. SCHMID: No questions.

9 CHAIRMAN LEVAR: Okay. Thank you.

10 Mr. Olsen, you may continue.

11 MR. OLSEN: Thank you. We would like to

12 call Donna Ramas, who is on the phone I hope.

13 Donna, are you there?

14 MS. RAMAS: Yes, I am.

15 MR. OLSON: Ms. Ramas, did you --

16 CHAIRMAN LEVAR: Why don't I swear her in.

17

18 DONNA RAMAS,

19 called as a witness, being first sworn,

20 was examined and testified as follows:

21

22 CHAIRMAN LEVAR: Ms. Ramas, do you swear

23 to tell the truth?

24 MS. RAMAS: Yes, I do.

25 CHAIRMAN LEVAR: Thank you. Mr. Olsen.

1 MR. OLSEN: Thank you.

2

3

EXAMINATION

4 BY MR. OLSEN:

5 Q. Ms. Ramas, could you state your name for
6 the record please and what your position is.

7 A. I'm sorry. Could you repeat that?

8 Q. Yeah, I apologize. Could you state your
9 name for the record, please.

10 A. Yes. I'm Donna Ramas.

11 Q. And where are you employed?

12 A. I'm the principal of Ramas Regulatory
13 Consulting, LLC, and I'm representing the Office of
14 Consumer Services in this matter.

15 Q. Thank you. And as part of that
16 relationship with the Office of Consumer Services,
17 did you participate in the negotiations and other
18 activities involving the Stipulation as presented
19 before the Commission at this time?

20 A. Yes, I did.

21 Q. And did you prepare both a confidential
22 and redacted testimony which was submitted on May 17,
23 2016?

24 A. Yes, I did.

25 Q. Do you have any modifications or changes

1 to that testimony?

2 A. No, I do not.

3 MR. OLSEN: We'd ask that it be submitted
4 at this time.

5 CHAIRMAN LEVAR: Thank you. If there is
6 any objection to that motion, please indicate it to
7 me.

8 I'm not seeing any. So that will be
9 entered. Thank you.

10 MR. OLSEN: Thank you. And Ms. Ramas is
11 available for cross-examination.

12 CHAIRMAN LEVAR: Thank you. Mr. Monson,
13 any questions from you?

14 MR. MONSON: No questions.

15 CHAIRMAN LEVAR: Thank you. Mr. Dodge?

16 MR. DODGE: No questions.

17 CHAIRMAN LEVAR: Mr. Mecham?

18 MR. MECHAM: No questions.

19 CHAIRMAN LEVAR: Thank you. Ms. Schmid?

20 MS. SCHMID: No questions.

21 CHAIRMAN LEVAR: Okay. Thank you.

22 Anything further from you, Mr. Olsen?

23 MR. OLSEN: Nothing further from the
24 office, your Honor.

25 CHAIRMAN LEVAR: Mr. White, do you have

1 any questions for any of the witnesses here today?

2 Commissioner White, sorry.

3 COMMISSIONER WHITE: No problem. It's
4 fine.

5 Yeah, I guess my question -- and I'm going
6 to try and be really careful here not to enter into
7 anything that would be potentially confidential, but
8 this is really pertaining to Ms. Ramas's testimony
9 that was filed yesterday.

10 From what I can understand, there appears
11 to be some potential discrepancy of understanding
12 between the parties with respect to the relationship
13 between Paragraphs 20 and 21 of the Stipulation.
14 And, specifically, Ms. Ramas points out whether there
15 is an understanding as to the costs associated with
16 Sections 2. -- 2.5.4 and 3.4 of the PTA and whether
17 or not those costs are addressed with respect to
18 deferred accounting in Section 21.

19 So I guess -- I don't know if it's the
20 Company or the Division or the Office would like to
21 address that. I just want to make sure there is no
22 disagreement in terms of that deferred accounting
23 agreement for those costs.

24 MS. SCHMID: May we just have a moment?

25 COMMISSIONER WHITE: Do you -- are you --

1 would you like to take a recess?

2 MS. SCHMID: If we could take just a brief
3 recess and go off the record for just a moment.

4 CHAIRMAN LEVAR: Are you thinking five or
5 ten minutes?

6 MS. SCHMIDT: Yes, please.

7 CHAIRMAN LEVAR: Ten?

8 MS. SCHMID: Five.

9 CHAIRMAN LEVAR: Five. Okay. We'll
10 recess for five minutes then.

11 (Off the record from 9:34 to 9:42 a.m.)

12 CHAIRMAN LEVAR: We're back on the record.
13 Ms. Schmid?

14 MS. SCHMID: Yes. I quickly checked my
15 e-mail this morning, and I did not see a Commission
16 order addressing the intervention request that had
17 been filed in this docket. I'm wondering if I had
18 missed it or if the Commission had not issued one
19 yet.

20 CHAIRMAN LEVAR: You have not missed it.
21 The 20 days to anyone to respond to that intervention
22 request has not yet passed, and then he has a period
23 of time to respond to those at that point. So I
24 guess our view is it's not ripe for decision.

25 MS. SCHMID: Thank you for the

1 clarification.

2 CHAIRMAN LEVAR: And I don't see that
3 individual attempting to participate in the hearing
4 today. Thank you.

5 Mr. Monson?

6 MR. MONSON: In response to Commissioner
7 Jordan's question, we decided that the most efficient
8 thing is to have Mr. McDougal discuss those two
9 paragraphs. So if you want -- I don't know if you
10 want to have him sworn?

11

12 STEVEN MCDUGAL,
13 called as a witness, being first sworn,
14 was examined and testified as follows:

15

16 CHAIRMAN LEVAR: Mr. McDougal, do you
17 swear to tell the truth?

18 MR. MCDUGAL: Yes.

19 CHAIRMAN LEVAR: Okay. Thank you. Why
20 don't you go ahead.

21 MR. MCDUGAL: Basically, in response to
22 that question, there is no difference in the costs in
23 20 and 21. They both will be deferred and recovered
24 in the next case. They both reserve the right of all
25 parties to challenge the prudence of those costs.

1 And so I think they are both -- you know, they are
2 just two different sets of costs is the only reason
3 they are in two different paragraphs.

4 So the first one is really related more to
5 the transaction costs, I guess. And then the second
6 one is more the costs in the other section.

7 COMMISSIONER WHITE: So I guess -- and
8 maybe I'll turn to Ms. Ramas. Does that, I guess,
9 clarify the concerns or address the issue that you
10 pointed out in your testimony? Because it sounds
11 like they will -- even though there is two separate
12 types of costs, they both will be -- have the
13 opportunity for deferred accounting; is that --

14 MR. MCDOUGAL: Yes.

15 COMMISSIONER WHITE: So, I guess, is that
16 okay if I turn to Ms. Ramas to...

17 MR. OLSEN: Oh, yes. Certainly.

18 Ms. Ramas, did you hear Mr. -- or
19 Commissioner White's question?

20 MS. RAMAS: Yes, I did. And I'm trying to
21 do this carefully because the specific costs are
22 within confidential information.

23 But the cost categories are specifically
24 laid out in Paragraph 21, but the parties and the
25 Stipulations specifically agreed that deferred

1 accounting should be set up for those, which would
2 allow for future amortization in rates; whereas the
3 items in Paragraph 20 are more costs that, under
4 Paragraph 20, we agreed would be considered in rates
5 going forward, but they were not specifically laid
6 out as items to be deferred between now and the next
7 rate case proceeding. So that's where I guess I see
8 the difference largely between the Paragraph 20 cost
9 and the Paragraph 21 cost.

10 CHAIRMAN LEVAR: Mr. Monson?

11 MR. MONSON: Yeah, I don't want to offer
12 testimony, but maybe I can help clarify this a little
13 bit.

14 The costs in Paragraph 20 have not yet
15 been incurred and won't be incurred until after the
16 transaction closes, and then they will be incurred
17 over a period of time after that. The costs in
18 Paragraph 21 will -- some have already been incurred.
19 Some will be incurred between now and closing and
20 then through closing, basically.

21 So that's really kind of the difference in
22 the two kinds of costs. So there's really no need to
23 defer the costs in 20 prior to the -- prior to when
24 it occurred.

25 COMMISSIONER WHITE: So let me ask this,

1 Mr. McDougal. So based upon Mr. Monson's
2 description, if those costs were incurred prior to a
3 rate case filing -- you know, I mean, I think you
4 know where I'm going with this -- is there a
5 potential retroactive ratemaking issue? In other
6 words, what's going to happen to these costs if they
7 are not put into deferred accounting prior to a rate
8 case, the Paragraph 20 costs, I guess?

9 MR. MCDUGAL: Well, and that's where the
10 first sentence really says that Rocky Mountain Power
11 should be permitted to recover in Utah rates these
12 costs, again, subject to some prudence. And so, to
13 me, that almost states that they have not been
14 incurred in the past, which I think is why the
15 language did not talk about deferred accounting, but
16 they will actually be accumulated by the Company and
17 deferred between now and then in the next rate case
18 and then will be amortized. I think that was the
19 intent subject to prudence.

20 COMMISSIONER WHITE: I guess maybe I'll --
21 again, I'm just trying to make sure that everyone is
22 on the same page with respect to the Stipulation. Is
23 that -- is that right, I guess, to the Office and the
24 Division?

25 MR. OLSEN: I believe that is consistent,

1 but let me -- if I may, just a moment. The --

2 Perhaps we could close the hearing for
3 just --

4 COMMISSIONER WHITE: Yeah, and I
5 apologize. I mean, I'll turn to the Chair, but if it
6 makes sense to have another minute -- I should have
7 been, I guess, maybe a little bit more clear on my
8 prior question. But that's -- I'm essentially trying
9 to address the issue raised by Ms. Ramas. So I don't
10 know if it makes sense to...

11 CHAIRMAN LEVAR: You said -- Mr. Olsen,
12 you said close. Did you mean closed to the public or
13 recess or --

14 MR. OLSEN: Yeah, just -- no. Just close
15 it to the public for a moment because this is --
16 there is confidential stuff imbedded in this
17 response.

18 CHAIRMAN LEVAR: Okay. Well, and to do
19 that, this requires a finding by the Commission that
20 it is the best interest of the public under Section
21 54-3-21, sub (4).

22 So let me ask all the parties: Is there
23 any opposition to a finding that it is in the best
24 interest of the public to close the hearing?

25 Mr. Monson?

1 MR. MONSON: No.

2 CHAIRMAN LEVAR: Mr. Dodge?

3 MR. DODGE: No.

4 CHAIRMAN LEVAR: Mr. Mecham?

5 MR. MECHAM: No.

6 CHAIRMAN LEVAR: Ms. Schmid?

7 MS. SCHMID: No.

8 CHAIRMAN LEVAR: Mr. Olsen?

9 MR. OLSEN: No. Thank you.

10 CHAIRMAN LEVAR: Do we need to step out
11 for a second and come up with a Commission finding
12 or are we prepared to issue that at this point?

13 COMMISSIONER CLARK: I would say from my
14 perspective we have a statutory preference for
15 settlements, and I think it's important that we
16 assure ourselves that the parties are in agreement as
17 to what the settlement means. And if they need to
18 reference confidential information to provide us that
19 assurance, it would be important to close the hearing
20 so we could receive it from all perspectives.

21 COMMISSIONER WHITE: And perhaps I can add
22 that this is probably something that is subject to
23 potential litigation. So I think that is further
24 consistent with the statute allowing for closure of
25 the public meeting to discuss confidential matters.

1 CHAIRMAN LEVAR: Okay. So consistent with
2 54-3-21, Subsection 4.

3 And I guess we should just take a moment
4 and stop the streaming, and is there anyone in the
5 room that is not party or affiliated with a party or
6 with the Commission?

7 I'm seeing no indication that there is any
8 that -- that there is any issues. So we'll go
9 forward. Mr. Olsen?

10 (The hearing was closed to the public at
11 9:50 a.m. and the discussion held was
12 redacted.)

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18 (The hearing was reopened to the public at
19 9:54 a.m.)

20 CHAIRMAN LEVAR: Okay. We're back in open
21 hearing. We can resume the streaming.

22 I don't have any further questions either. Is there
23 anything further from parties -- from any party?

24 Mr. Monson, anything further from you?

25 MR. MONSON: Nothing further other than to just thank

1 the Commission for the thoroughness of this
2 proceeding, including the public witness hearing in
3 Bluff. That was an extraordinary effort, and I just
4 want to express appreciation to the parties and the
5 Commission for that.

6 CHAIRMAN LEVAR: Thank you.

7 Mr. Dodge, anything else from you?

8 MR. DODGE: I guess the only one thing I wanted to
9 raise was the question of the Commission's ruling.
10 Was it the intent of Rocky Mountain to request a
11 ruling from the bench? If so, we would support that.

12 MR. MONSON: If the Commission -- I assume there is
13 still a public witness hearing at 5:00 today; is that
14 right?

15 CHAIRMAN LEVAR: We do have a second
16 public witness hearing today. So I think a bench
17 ruling prior to that could be -- it probably would
18 not be appropriate where we still have one more
19 hearing to go.

20 MR. MONSON: Sure. We were going to
21 request one, but then we thought because of that we
22 probably should -- we certainly would appreciate, you
23 know, obviously the Commission issuing a ruling as
24 soon as possible would be great.

25 CHAIRMAN LEVAR: Let me just ask: Are any

1 specific dates coming up or is it just simply because
2 of the nature of this Agreement, a ruling as soon as
3 possible would be appreciated? Is that --

4 MR. DODGE: It's the latter.

5 CHAIRMAN LEVAR: Okay. Thank you.

6 MR. DODGE: Thank you.

7 CHAIRMAN LEVAR: Anything further from
8 Mr. Monson or Mr. Dodge -- well, yeah, you're
9 finished. From Mr. Dodge, anything else?

10 MR. DODGE: No, thank you.

11 CHAIRMAN LEVAR: Mr. Mecham?

12 MR. MECHAM: Nothing further. Thank you.

13 CHAIRMAN LEVAR: Thank you. Ms. Schmid?

14 MS. SCHMID: Nothing further from the
15 Division. Thank you.

16 CHAIRMAN LEVAR: Okay. Thank you.
17 Mr. Olsen?

18 MR. OLSEN: Nothing further from the
19 Office. Thank you.

20 CHAIRMAN LEVAR: Okay. Thank you. We'll
21 reconvene for a public witness hearing at 5:00 p.m.
22 This hearing is adjourned.

23 (The hearing was adjourned at 9:56 a.m.)

24

25 REPORTER'S HEARING CERTIFICATE

1 STATE OF UTAH)
 2 COUNTY OF SUMMIT) ss.

3
 4 I, Jennifer E. Garner, Registered
 5 Professional Reporter and Notary Public in and for
 6 the State of Utah, do hereby certify:

7 That prior to being examined, the
 8 witnesses were duly sworn by the Chairman of the
 9 Commission to tell the truth, the whole truth, and
 10 nothing but the truth;

11 That said proceeding was taken down by me
 12 in stenotype on May 19, 2016, at the place therein
 13 named, and was thereafter transcribed, and that a
 14 true and correct transcription of said testimony is
 15 set forth in the preceding pages;

16 I further certify that I am not kin or
 17 otherwise associated with any of the parties to said
 18 cause of action and that I am not interested in the
 19 outcome thereof.

20 WITNESS MY HAND AND OFFICIAL SEAL this
 21 26th day of May, 2016.



22 Jennifer E. Garner, RPR
 23 Notary Public
 24 Residing in Summit County
 25

<p>\$</p> <hr/> <p>\$1.3 15:21 \$3,000 25:13 \$5,000 25:13</p> <hr/> <p>(</p> <hr/> <p>(4) 39:21</p> <hr/> <p>1</p> <hr/> <p>1 23:25 29:3 12 22:15 12th 12:1 14 13:21 14:2 15:17 15 13:7 15-035-84 4:5 16 13:13 160 20:21 16th 21:7 17 25:6 28:3 31:22 18 13:20 15:24 193 23:17 1959 10:4 24:11 1990 12:15 1990s 12:13 1995 12:16</p> <hr/> <p>2</p> <hr/> <p>2 24:3 29:8 33:16 2.5.4 16:6 33:16 20 16:3 33:13 34:21 35:23 37:3,4,8,14,23 38:8 200 9:11 2009 10:16 12:20</p>	<p>2012 28:3 2013 10:24 11:16 2015 11:12 2016 12:1 22:15 31:23 21 16:16 33:13, 18 35:23 36:24 37:9,18 23 13:7 16:22</p> <hr/> <p>3</p> <hr/> <p>3 11:22 24:10 29:10 3.4 16:6 33:16 300 20:21</p> <hr/> <p>4</p> <hr/> <p>4 24:20 29:15 41:2</p> <hr/> <p>5</p> <hr/> <p>5 25:4 54-3-21 39:21 41:2 5:00 45:13 46:21</p> <hr/> <p>7</p> <hr/> <p>70 9:11</p> <hr/> <p>9</p> <hr/> <p>9:34 34:11 9:42 34:11 9:50 41:11 9:54 44:19 9:56 46:23</p> <hr/> <p>A</p> <hr/> <p>a.m. 34:11 41:11 44:19 46:23</p>	<p>ability 15:1,2 able 10:14 18:13 23:25 above 21:15 25:25 access 29:5 accordance 16:18 Accordingly 29:21 accounting 16:17 33:18,22 36:13 37:1 38:7,15 accumulated 38:16 acknowledges 24:13 activities 31:18 actually 38:16 add 40:21 additional 11:14 Additionally 24:25 address 8:3 9:8,11 17:3 20:17,21 33:21 36:9 39:9 addressed 29:16 33:17 addressing 34:16 adequately 29:16 adjacent 13:23 adjourned 46:22,23 admission 16:23 21:14 advocates 22:20 affiliated 41:5 afford 25:13</p>	<p>after 11:8,15 15:15 18:14 37:15,17 again 15:4 25:5 38:12,21 agree 16:3 agreed 10:14 11:15 36:25 37:4 agreed-upon 17:14 agreement 4:7, 8 10:9 11:1,2, 4,13,17,23 12:2 13:9,11, 23 14:16 16:7, 9,13,21 17:9 23:19 24:12,17 29:14,17 33:23 40:16 46:2 agreements 10:25 16:8 23:2 ahead 35:20 all 5:23 6:10,18 7:6,8,21 11:4,9 12:2,20 14:13 16:23 17:7,12, 13,15 18:9,14 24:15,18 25:25 35:24 39:22 40:20 allow 37:2 allowing 40:24 almost 38:13 along 11:13, 15,20 21:25 22:24 already 37:18 also 4:15,17,18 7:3 9:20 14:7, 24 amend 26:4 amended 13:9 29:18</p>	<p>amendment 4:9 11:21,22 amendments 11:15,18 13:13 23:2 American 9:12 among 16:22 amortization 37:2 amortized 38:18 analyst 27:22 another 11:20 39:6 anymore 25:17 anyone 6:13 8:4 12:25 13:1 19:10 34:21 41:4 anything 15:24 18:23 19:21 26:8,23 32:22 33:7 44:23,24 45:7 46:7,9 apologize 31:8 39:5 appear 5:21 appearances 4:11 6:11 appearing 4:14 appears 33:10 applicant 4:12 applicant's 6:15 application 4:6 9:19,21,25 11:7,11 13:15 15:9 23:1 26:4 appreciate 17:10 45:22 appreciated 46:3 appreciation 45:4</p>
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