

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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In the Matter of the	)	Docket No. 15-035-86
Application of Rocky	)	
Mountain Power for	)	HEARING
Approval of the 2017	)	
Protocol	)	

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May 26, 2016  
9:02 a.m.

Location: Utah Public Service Commission  
160 East 300 South, 4th Floor  
Salt Lake City, UT 84111

Job No: 287646  
Reporter: Teri Hansen Cronenwett  
Certified Realtime Reporter, Registered Merit Reporter

A P P E A R A N C E S

Board Members:	Thad LeVar, Chairman David Clark, Jordan White
For Rocky Mountain Power:	Daniel E. Solander Rocky Mountain Power 201 S. Main, Suite 2300 Salt Lake City, UT 84111 (801) 220-4014 daniel.solander@pacificorp.com
For the Division of Public Utilities:	Justin C. Jetter Assistant Attorney General 160 E. 300 South, 5th Floor P.O. Box 140857 Salt Lake City, UT 84114-0857 (801) 366-0335 jjetter@utah.gov
For the Office of Consumer Services:	Rex W. Olsen Assistant Attorney General 160 East 300 South, 5th Floor P.O. Box 140857 Salt Lake City, UT 84114-0857 (801) 366-0353 rolsen@utah.gov
For the Utah Association of Energy Users:	Gary Dodge Hatch James & Dodge 10 West Broadway Suite 400 Salt Lake City, UT 84101 (801) 363-6363 (801) 363-6666 gdodge@hjdllaw.com

I N D E X

Witness	Page
JEFFREY K. LARSEN	
Direct Examination by Mr. Solander	5
Cross-Examination by Mr. Dodge	18
Redirect Examination by Mr. Solander	25

STEVEN MCDOUGAL

Direct Examination by Mr. Solander	28
Cross-Examination by Mr. Dodge	33
Redirect Examination by Mr. Solander	45

ARTIE POWELL

Direct Examination by Mr. Jetter	48
----------------------------------	----

MICHELLE BECK

Direct Examination by Mr. Olsen	52
Cross-Examination by Mr. Dodge	54
Redirect Examination by Mr. Olsen	55

NEAL TOWNSEND

Direct Examination by Mr. Dodge	57
Cross-Examination by Mr. Solander	60

E X H I B I T S

No.	Description	Page
DPU Exh. 1.0D	Prefiled Direct Testimony of Artie Powell, PHD	49
DPU Exh. 1.1D	Merger Fairness Premium	49
DPU Exh. 1.2D	Rolled-in Allocation Comparison	49
DPU Exh. 1.3D	Comparison of Allocation Factors	49
DPU Exh. 1.0R	Prefiled Rebuttal Testimony of Artie Powell, PHD	49

1 May 26, 2016

9:02 a.m.

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

3 MR. LEVAR: Good morning. We're here for  
4 Docket 15-035-86, In the Matter of the Application of  
5 Rocky Mountain Power for Approval of the 2017 protocol.  
6 Why don't we start with appearances.

7 MR. SOLANDER: Good morning, Chairman LeVar.  
8 Daniel Solander appearing on behalf of Rocky Mountain  
9 Power, and I have with me at the counsel table our two  
10 witnesses, Jeffrey Larsen, vice president of regulation,  
11 and Steve McDougal, director of revenue requirement.

12 MR. LEVAR: Okay. Thanks.

13 MR. JETTER: Good morning. I'm Justin Jetter  
14 with the Utah Attorney General's office. I represent  
15 the Utah Division of Public Utilities, and with me at  
16 counsel table is Dr. Artie Powell.

17 MR. LEVAR: Okay. Thank you.

18 MR. OLSEN: I'm Rex Olsen. I represent the  
19 Office of Consumer Services, and at counsel table with  
20 me is Michelle Beck, the director of the Office of  
21 Consumer Services.

22 MR. LEVAR: Okay. Thank you.

23 MR. DODGE: Gary Dodge on behalf of UAE, and  
24 our witness, Neal Townsend, is with me at the table.

25 MR. LEVAR: Okay. Thank you. Is anyone aware

1 of any preliminary matters we should deal with before we  
2 just go right into the testimony? Mr. Solander?

3 MR. SOLANDER: Not that I'm aware of.

4 MR. LEVAR: No? I am not seeing any other  
5 indications, so we will go ahead with Mr. Solander.

6 MR. SOLANDER: Thank you. Rocky Mountain  
7 Power would like to call its first witness, Jeffrey  
8 Larsen, in support of its application for approval of  
9 the 2017 protocol.

10 MR. LEVAR: Mr. Larsen, do you swear to tell  
11 the truth?

12 THE WITNESS: Yes, I do.

13 MR. LEVAR: Thank you.

14 JEFFREY K. LARSEN,  
15 called as a witness at the instance of Rocky Mountain  
16 Power, having been first duly sworn, was examined and  
17 testified as follows:

18 DIRECT EXAMINATION

19 BY MR. SOLANDER:

20 Q. Good morning.

21 A. Morning.

22 Q. Would you please state and spell your name for  
23 the record.

24 A. Yes. My name is Jeffrey K. Larsen.

25 J-E-F-F-R-E-Y, K middle initial, and Larsen,

1 L-A-R-S-E-N.

2 Q. And by whom are you employed and in what  
3 capacity?

4 A. I am employed by PacifiCorp in Rocky Mountain  
5 Power division, and I am the vice president of  
6 regulation.

7 Q. And as the vice president of regulation, were  
8 you involved in the negotiations that led to the 2007  
9 protocol?

10 A. Yes, I was.

11 Q. And did you file testimony along with one  
12 exhibit in support of that --

13 A. Yes, I did.

14 Q. -- 2017 protocol? And have you prepared a  
15 summary of your testimony that you would like to share  
16 with the commission today?

17 A. Yes, I would. And I do have one correction on  
18 my testimony.

19 Q. And what is that correction?

20 A. On page 22, Line 476, very top. The sentence  
21 should read, after eligible, there should be customer.  
22 So the eligible customer will not be used by -- will not  
23 be used by other customers as a direct result of the  
24 eligible customer transferring service.

25 Q. And with that one correction, if I ask you the

1 same questions that are in your prefiled testimony  
2 today, would your answers be the same?

3 A. Yes.

4 MR. LEVAR: If I -- I am not sure I understand  
5 the correction. I am looking at Line 476, and maybe if  
6 you could walk us through that correction again.

7 THE WITNESS: Yeah.

8 MR. LEVAR: Because I have the phrase "an  
9 eligible customer elects" on my, on my copy.

10 THE WITNESS: Yeah. So starting in Line 475,  
11 No. 2, cost of facilities used to serve the eligible  
12 customer that will not be used by other customers as a  
13 direct result of the eligible customer transferring  
14 service. So there is a "customer" missing after  
15 "eligible" in that line.

16 MR. LEVAR: I wonder if my line numbers are  
17 different.

18 MR. TOWNSEND: I think that line 482 may be  
19 where you might --

20 MR. LEVAR: Four eighty --

21 MR. TOWNSEND: 482.

22 THE WITNESS: We have differing line numbers?

23 MR. TOWNSEND: Yeah. I think so. It's under  
24 bullet point two.

25 THE WITNESS: Bullet number two.

1 MR. LEVAR: Okay. Would you read through the  
2 language again.

3 THE WITNESS: Yeah. Cost of facilities used  
4 to serve the eligible, insert customer, that will not be  
5 used by other customers.

6 MR. LEVAR: Okay. Thank you. That's on Line  
7 483 of my copy.

8 THE WITNESS: Okay.

9 MR. LEVAR: Thanks. Sorry for the  
10 interruption.

11 MR. SOLANDER: Thank you.

12 A. All right.

13 **Q. (By Mr. Solander) With that second correction,**  
14 **please proceed with your summary.**

15 A. All right. Good morning, Chairman LeVar,  
16 Commissioners Clark and White. I am very pleased to be  
17 here representing the company this morning to support  
18 the company's application for the approval of the 2017  
19 protocol stipulation that's been reached by certain  
20 parties in this docket and present the company's view of  
21 the stipulation and the 2017 protocol.

22 As you know, we filed December 31, 2015, for  
23 the approval of the application. This really culminates  
24 the work of over three years of parties participating in  
25 the multi-state process, and particularly the broad



1 review work group that's been working since 2012  
2 reviewing and analyzing various issues and proposed  
3 modifications to the existing 2010 protocol.

4           And I appreciate the work that all the parties  
5 put into it. Significant work, meetings, discussions  
6 have occurred over the last three years to come to a  
7 point where we reached an agreement with a number of  
8 parties. In Utah in particular, we reached agreement  
9 with the Division of Public Utilities and the Office of  
10 Consumer Services.

11           And in our other states, we had agreements  
12 with various parties in Wyoming, Idaho and Oregon  
13 supporting the 2017 protocol and the stipulation that  
14 was reached.

15           Through the process, the parties worked with  
16 the intent to continue to achieve equitable resolutions  
17 of multi-jurisdictional allocation issues that would be  
18 in the public interest, and we believe that the 2017  
19 protocol reaches, reaches that goal. And I support it  
20 as being in the public interest.

21           My testimony covers kind of the process that  
22 we went through to reach the agreement, as well as  
23 introduces and explains the various provisions of the  
24 2017 protocol.

25           And so just stepping back and giving a little

1 bit of history and the process that we went through, the  
2 MSP process was really instituted and started in about  
3 2002 with the MSP work group established and the broad  
4 review work group, looking at inter-jurisdictional  
5 allocation issues across our six state jurisdictions  
6 really to consider the cost allocation of a  
7 multi-jurisdictional utility.

8 From that work, the first agreement that was  
9 established was a revised protocol that then led to the  
10 2010 protocol, and that's been in place since about 2010  
11 and has been used for allocations and establishment of  
12 revenue requirement for the company in its -- in four of  
13 its jurisdictions primarily that were signatories to  
14 that and also has been used in California.

15 And that's the current method, but in that  
16 2010 protocol, there was a time certain when that  
17 agreement would expire. That agreement was to be used  
18 for any applications filed by the company through  
19 December 31, 2016, and so, you know, potentially it  
20 could go into 2017 in terms of rate setting if an  
21 application was filed before December 31, 2016. But we  
22 definitely had an end date to where we needed to review  
23 and agree on a new allocation methodology.

24 And so the parties, as I said, have worked for  
25 three years in trying to identify and come up with a

1 more durable agreement and a process after 2016 to be  
2 used for rate setting purposes. And in that process,  
3 parties were really working and trying to identify a  
4 more durable, permanent solution that we could use going  
5 forward.

6 But there were a number of issues and  
7 challenges, a number of items that were still creating  
8 some uncertainty in term of impacts to our cost  
9 structures. And so the parties worked to find an  
10 interim agreement that we could use for a shorter period  
11 of time while the company continued to evaluate a number  
12 of issues.

13 And those were identified in the agreement,  
14 such things as, you know, the potential for a divisional  
15 allocation methodology or structural separation, looking  
16 at the impacts of the clean power plan, 111(d) EPA  
17 requirements, and other issues that would have the  
18 potential for impacting the allocation of common costs  
19 that are shared amongst the states.

20 And so we agreed to a more shorter term  
21 interim agreement, if you will, while we worked through  
22 some analysis. And we have established a process that  
23 we would then bring back and review, on an annual basis,  
24 information that we have identified and studied that we  
25 would be doing.

1           In going through the process, the broad review  
2 work group established a number of principles to help  
3 the group drive the analysis and the discussions, and  
4 those are identified in my testimony.

5           Allowing states to maintain their own autonomy  
6 in terms of reviewing the costs, being able to have the  
7 flexibility to set their own class cost of allocations  
8 within the states, equitable solutions that allowed the  
9 companies -- the company to recover its costs, while  
10 having principles of cost causation that underlie the  
11 allocation of the costs, a method that would be  
12 sustainable and promote rate stability and would be easy  
13 to administer.

14           Through that process, ultimately we reached  
15 the agreement of the 2017 protocol. And in doing so, we  
16 really started with, from the basis of the 2010 protocol  
17 as kind of a foundation to begin the discussions. And  
18 being that we were doing a very short-term agreement for  
19 two years with a methodology that would run for cases  
20 filed January 1, 2017 through cases filed by December  
21 31, 2018, with the potential of the commission's  
22 approval for a one year extension, we reached a  
23 methodology using the 2010 protocol as the starting  
24 point, and then reviewed the components of the 2010  
25 protocol for any changes or modifications that were

1 warranted.

2 And so the agreement should be generally  
3 familiar to the commission based on what you saw in the  
4 approval docket for the 2010 protocol with some -- with  
5 some additional changes. And I'll just identify those.

6 As we consider the settlement agreement, the  
7 components of it walks through various paragraphs, but  
8 to summarize the agreement, paragraphs 3 through 8 of  
9 the protocol, and that's attached as Exhibit A to  
10 RPMJKL1. Paragraphs 3 through 8 really outline the  
11 allocation of the costs, talking about system resources  
12 versus state resources, the generation components.  
13 Walks through the transmission, distribution costs A and  
14 G, special contracts.

15 And incorporated in that there is a new  
16 component that wasn't considered previously, which was  
17 an equalization adjustment. And I'll touch on that in  
18 just a moment.

19 Paragraph 9, similar to what was in the prior  
20 agreement, which talks about the gain and loss of sale  
21 of assets and transmission allocations. Paragraph 10 in  
22 the 2010 protocol addressed direct access and had some  
23 structure around what may happen if a state was  
24 implementing direct access.

25 Since that time, Oregon actually implemented

1 direct access rules and an approach there, and so the  
2 agreement addresses how that will be handled, as well as  
3 if any other states, including Utah, were to address  
4 customers that are eligible to leave its system and how  
5 that would be handled. And it largely leaves that  
6 neutral for future consideration if those events happen  
7 with no prejudice there.

8 Section 11 then, or paragraph 11, talks about  
9 the loss of load, if it's greater or less than 5  
10 percent, similar to what was in the 2010 protocol.

11 Paragraph 12 covers the company's planning for  
12 resource acquisitions, that it would continue to be a  
13 system-wide least cost basis.

14 Paragraph 13 outlines the governance over the  
15 2017 protocol and establishes an annual commissioners  
16 forum that would be held January of each year with the  
17 first one in January of 2017 where the company will  
18 bring forward its initial results on a number of studies  
19 and a new view of what could be potentially proposed for  
20 a new allocation method.

21 As a result of that meeting, following up from  
22 January then, there would be a decision that would need  
23 to be made by March of 2017 on whether the agreement  
24 should be extended for one additional year. And it  
25 identifies that, you know, the commissions in all

1 jurisdictions could establish whatever process they deem  
2 necessary in advance of that decision, whatever type of  
3 public input process they would want to undertake in  
4 order to make such decision.

5           And then paragraph 14 establishes the specific  
6 state terms that were negotiated, and this is a bit  
7 different than how the 2010 protocol was handled. An  
8 initial agreement was reached in the 2010 protocol, and  
9 then filings were made in each state, and negotiations  
10 were undertaken which led to a number of differences in  
11 how the agreement actually got implemented.

12           And so as we approach the 2017 protocol, we  
13 wanted to have transparency with all states  
14 understanding what the deal was, what had been  
15 negotiated, and how each state was being handled going  
16 into the agreement. And so Section 14 of the  
17 stipulation, or of the 2017 protocol document outlines  
18 how each state is being treated and incorporates into it  
19 what's called the equalization adjustment.

20           And as we initially started this settlement  
21 discussions and looking for methodologies, there was a  
22 range of options that were being looked at, a number of  
23 changes to coincident peaks or demand energy weightings  
24 and so forth. And since this was a sort of short-term  
25 agreement, the parties really focused on an outcome that

1 they could support without specifically identifying how  
2 we got to that end results or permanent changes to the  
3 number of coincident peaks that are used in the  
4 allocations or changes to the demand and energy.

5 And witness Artie Powell for the DPU talked  
6 about a range of outcomes and showed the percentage  
7 change that could be the potential from changing those  
8 type of inputs.

9 So the parties worked through, reached an  
10 agreement, which generally resulted in about a two  
11 tenths percent change for each jurisdiction in terms of  
12 the revenue requirement impact and the cost sharing.  
13 The company didn't get its hole, the allocation hole  
14 from differing results from each state. So we had a  
15 share in that, as well as each state moving a little bit  
16 towards the center in terms of a common approach.

17 And so the way that that equalization  
18 adjustment is implemented is outlined in Section 14,  
19 whether there's a rate case that would implement it, or  
20 if not, then deferral mechanisms and various agreements  
21 across the states in terms of the timing of when  
22 deferrals would kick off and the treatment of those  
23 dollars.

24 And so that's probably the main issue is that  
25 we really establish kind of a base line on where states



1 were at with the 2010 protocol, with where they were at  
2 with their embedded cost differential adjustment, like  
3 those in Wyoming and Idaho.

4 Utah was still consistently treated with where  
5 it was at with a zero ECD. And then added to that, the  
6 adjustment for the equalization adjustment to come up  
7 with what the adjustment would be for the revenue  
8 requirement determinations and for deferrals.

9 Oregon's methodology established bands around  
10 what their ECD value could be during the term of the  
11 agreement.

12 With that then, I think that would conclude my  
13 summary, just asking the commission to seriously  
14 consider and approve the 2017 Protocol as being in the  
15 public interest for use by the company for rate setting  
16 purposes through December 31, 2018. And that concludes  
17 my summary.

18 MR. SOLANDER: Thank you. Mr. Larsen is  
19 available for cross-examination by the parties or  
20 questions from the commission.

21 MR. LEVAR: Okay. Thank you, Mr. Solander.  
22 Mr. Jetter?

23 MR. JETTER: No questions from the division,  
24 thank you.

25 MR. LEVAR: Mr. Olsen?

1 MR. OLSEN: No questions from the office.

2 MR. LEVAR: Mr. Dodge?

3 MR. DODGE: Yes. Thank you, Mr. Chairman.

4 CROSS-EXAMINATION

5 BY MR. DODGE:

6 Q. Mr. Larsen, you filed for approval of the 2017  
7 Protocol in your other jurisdictions; is that correct?

8 A. Yes.

9 Q. And are any parties opposing approval of the  
10 protocol in any other states?

11 A. In Idaho, we have received comments now from  
12 the Idaho commission staff recommending approval of it.  
13 We have received comments from Monsanto in Idaho  
14 recommending approval. Those were the two parties, I  
15 believe, in Idaho. That will follow my modified  
16 procedure where the commission takes the comments in and  
17 then will make a decision there.

18 In Wyoming all the parties were supportive,  
19 the Wyoming staff, the Office of Consumer Advocate, the  
20 Wyoming Industrial Energy Consumers. In Oregon, the  
21 stipulation was contested by the industrial customers of  
22 Northwest Utilities and an environmental group, I  
23 believe.

24 Q. To this point no state has approved the  
25 protocol; is that correct?

1 A. Not at this point.

2 Q. And is it your suggestion to this commission  
3 that they condition an order in this case, if they  
4 choose to approve it, on the outcome of those other  
5 state proceedings?

6 A. I don't believe it's necessary to condition  
7 the order that -- there's no new terms, we believe, that  
8 would come forward. All of the parties negotiated the  
9 components. They are all incorporated into the document  
10 so the parties would have visibility, so there's in my  
11 view no need for holding a condition in case there's  
12 favored nations type of clauses, because the components  
13 are identified within the agreement.

14 Q. But if some state were to reject it, then you  
15 wouldn't have an agreement among all the states. Don't  
16 you think that would be of interest to the commission?

17 A. Certainly it would. Someone has to go first  
18 and make a decision. But, you know, in -- as I  
19 indicated, in the other states we don't think approval  
20 is going to be a challenge, given that especially in  
21 Idaho and Wyoming, there is no parties contesting the  
22 agreement.

23 Q. But again, there are two parties in Oregon  
24 contesting?

25 A. That's correct.

1 MR. DODGE: Thank you. No further questions.

2 MR. LEVAR: Okay. Thank you. Commissioner  
3 Clark, do you have any questions for him?

4 MR. CLARK: Continuing with the subject, can  
5 you be a little more precise for us on the status of the  
6 proceedings in the other states, if schedules exist for  
7 reaching a determination in those states?

8 THE WITNESS: Yes. In -- so in Oregon, we  
9 have now completed the hearings. Those were actually  
10 held last week, so a decision is now -- you know, will  
11 be forthcoming and is pending.

12 As I indicated, in Idaho now, the case really  
13 is fully submitted. The comments have been filed, so  
14 now it will be up to the commission to take that up in  
15 one of their decision meetings based on the evidence and  
16 the comments that have been filed to make a decision.  
17 So we anticipate that we would see a decision there by  
18 our requested July time frame.

19 In Wyoming, I don't believe that we have seen  
20 a schedule established yet, and so we are waiting to see  
21 a schedule produced by the commission staff in Wyoming.

22 MR. CLARK: And if a state were to decline to  
23 approve the changes, what would -- and other states  
24 approved it, what -- how would that work in your mind?

25 THE WITNESS: Well, clearly we would have to

1 evaluate the impacts, what their decision directs us to  
2 do. You know, it is a short-term agreement in nature,  
3 and so we would have to evaluate whether we continue  
4 with the states that agreed to it and then go back to  
5 the table and try to get the parties back in agreement.

6 As you are aware, we do have one state, the  
7 state of Washington, that participated in the MSP  
8 process and discussions. They continue to look at and  
9 advocate for a divisional allocation approach, and so we  
10 were unable to get them into the agreement. So we  
11 continue with the state of Wyo -- or Washington on a  
12 separate methodology, which is the western control area.  
13 And we continue to work with that state to see if we  
14 can't find some type of resolution to get a common  
15 allocation approach.

16 And, you know, so I guess I couldn't say at  
17 this point that it would put an end to the 2017  
18 protocol, but we would continue to work with the state  
19 that chose not to support it and try and bring them into  
20 a common agreement in the next round.

21 MR. CLARK: A question that relates to your  
22 testimony about page 16 regarding the ECD or embedded  
23 cost differential. And there you, you talk about the  
24 2017 protocol eliminating or mitigating unintended  
25 allocation consequences that were experienced under the

1 2010 protocol.

2 And I just would like you to, if you can, be a  
3 little more specific about the nature of the unintended  
4 consequences and how those are mitigated in the -- or  
5 eliminated in the 2017 protocol.

6 THE WITNESS: Sure. And Mr. McDougal may have  
7 more specifics on the numbers, but generally what we are  
8 seeing is the embedded cost differential growing over  
9 time, largely depending on which side of the system  
10 investments were made or if we are adding more  
11 investments, such as scrubbers, SCRs on the generation  
12 plant.

13 Just by the nature of the calculation, any  
14 costs that were added to the generation, and you are  
15 comparing on a dollar per megawatt hour the difference  
16 between your other generation versus hydro, that as your  
17 other generation costs grew, by definition then, through  
18 the calculation, the embedded cost differential was  
19 growing over time.

20 And so we saw that as a challenge, and there  
21 was a lot of variability and fluctuation to it, and  
22 that's where we saw the unintended consequences, where  
23 we thought the ECD and the -- really that allocation  
24 hole that we had as a result of that, would be stable,  
25 and instead we have seen it unpredictable and harder to

1 forecast and growing over time.

2           And so the fix that we have then is that the  
3 ECD for the states that have it is either fixed for  
4 Idaho and Wyoming, and in the prior methodology in the  
5 2010 protocol, Wyoming had a dynamic ECD, which meant  
6 that it was moving over time, where Idaho in the  
7 original 2010 protocol agreement was that the ECD would  
8 be a fixed number for the duration of the agreement.

9           And so it's been locked in for Idaho and  
10 Wyoming, and Utah is zero from your decision. And then  
11 for Oregon, which is the significant component of the  
12 ECD; they have the greatest share of it, it's been  
13 agreed that it's dynamic. But it's got bands on it  
14 between 8.2 and about 10 and a half million. Or if we  
15 go into year three, it would be 11 million, and so it's  
16 got that range and caps on it so that we've got more  
17 predictability about the value that they are getting  
18 from that.

19           And with the equalization adjustment then,  
20 that then is applied to each state and moves all the  
21 states, whether they are at one end of the extreme with  
22 the dynamic allocation method, or in the case of Utah,  
23 at a rolled-in method with no ECD, this agreement was  
24 helping to bring parties to more of a midpoint in terms  
25 of a rolled-in allocation with a adjustment overlaid on

1 it that was taking into consideration the discussions we  
2 were having on whether CPs should change, whether  
3 weightings of demand and energy should change, whether  
4 we should go to, you know, 4 CP, 8 CP, weighted  
5 coincident peaks on summer months.

6 Just a lot of issues that really came down to  
7 not finding what specific methodology should be applied,  
8 but a dollar amount the parties could agree was in the  
9 public interest and represented a fair outcome while  
10 still supporting a rolled-in type of approach,  
11 especially here in Utah.

12 MR. CLARK: Thank you. That concludes my  
13 questions.

14 MR. LEVAR: Okay. Thank you. And before I go  
15 to Commissioner White, I forgot to go to Mr. Solander,  
16 if you had any redirect after Mr. Dodge's questions.

17 MR. SOLANDER: If it would be okay, could I  
18 wait until after the commission's questions, or would  
19 you like me to ask it now?

20 MR. LEVAR: I think it would be fine either  
21 way, but if you have redirect from Mr. Dodge, maybe we  
22 can go ahead with that.

23 MR. SOLANDER: I don't have any redirect from  
24 Mr. Dodge, but I do have one question based on  
25 Commissioner Clark's questions.



1 MR. LEVAR: If you want to go with that, that  
2 would be fine.

3 REDIRECT EXAMINATION

4 BY MR. SOLANDER:

5 Q. Just to clarify, is the equalization  
6 adjustment tied to or based on the ECD?

7 A. No, it's not. It was a negotiated number  
8 amongst all the parties that's basically on a percentage  
9 basis comparable across each jurisdiction.

10 MR. SOLANDER: Thank you. That's all I have.

11 MR. LEVAR: Okay. Thank you. Mr. White?

12 MR. WHITE: Yeah, just one question. I  
13 recognize this agreement is essentially bridging during  
14 a time of flux with respect to a potential clean power  
15 plan, expansion, etc. Is the current state of the clean  
16 power plan affecting the company's analysis in this  
17 respect in the context of the MSP agreement? I mean, is  
18 there a continuing ongoing analysis, notwithstanding  
19 this current state?

20 THE WITNESS: Yes. You know, we continue to  
21 evaluate and analyze the clean power plan and how the  
22 company would move forward with the implementation,  
23 looking at rate based versus mass based. And ultimately  
24 we believe that it will continue in some form, so we are  
25 looking at how we will address it and meet our

1 compliance obligations.

2 MR. WHITE: That's all I have.

3 MR. LEVAR: Okay. I just have one. What is  
4 your view of the implications to the utility or to the  
5 other states from the position of the State of  
6 Washington with respect to this?

7 THE WITNESS: I hate to speak for the state  
8 representatives. From the company's point of view, it  
9 is a significant challenge. Now, you know, their  
10 methodology, if you understand the western control area,  
11 is that they don't pay for common resources that are in  
12 the eastern control area. But they pay for a greater  
13 share than of resources that are in the west control  
14 area.

15 So instead of paying, you know, 9 percent of,  
16 you know, say the Hunter and Huntington plants, they pay  
17 zero of that. But then they are paying upwards of, you  
18 know, probably close to 20 percent or greater on a  
19 divisional basis of the units such as Bridger and others  
20 that serve their control area.

21 So they do underpay on one hand, overpay on  
22 the others. But the net impact is that the company is  
23 still short significantly in its cost recovery. We  
24 continue to evaluate that and try to find options and  
25 methodologies to address that.

1           We have taken a number of issues to great  
2 lengths to find a way to get proper cost recovery and  
3 continue to struggle with that. Now, they are only  
4 about 8 or 9 percent of the system, but, you know,  
5 that's still significant in terms of the shortfall.

6           It has not to this point impacted the rating  
7 agency's view of the company being able to have  
8 sufficient revenues to cover its debt obligations or its  
9 ratings for debt borrowing. But that would probably, I  
10 think, be probably the first place that you would be  
11 concerned is, are they sufficiently covering those costs  
12 or not impacting those so that it's not driving up costs  
13 for the other states.

14           MR. LEVAR: Okay. Thank you. That's the only  
15 question I have. Mr. Solander?

16           MR. SOLANDER: I would just move that  
17 Mr. Larsen's testimony and the exhibit thereto be  
18 entered into the record.

19           MR. LEVAR: If there's any objection, indicate  
20 to me. I am not seeing any, so that will be entered.  
21 Thank you.

22           MR. SOLANDER: Thank you. Rocky Mountain  
23 Power would like to call Mr. McDougal as its second  
24 witness.

25           MR. LEVAR: Mr. McDougal, do you swear to tell

1 the truth?

2 THE WITNESS: Yes, I do.

3 MR. LEVAR: Thank you.

4 STEVEN MCDUGAL,

5 called as a witness at the instance of Rocky Mountain

6 Power, having been first duly sworn, was examined and

7 testified as follows:

8 DIRECT EXAMINATION

9 BY MR. SOLANDER:

10 Q. Good morning, Mr. McDougal.

11 A. Good morning.

12 Q. Could you please state and spell your name for  
13 the record?

14 A. Yes. My name is Steven McDougal, S-T-E-V-E-N,  
15 M-C-D-O-U-G-A-L.

16 Q. And by whom are you employed and in what  
17 capacity?

18 A. I am employed by Rocky Mountain Power as the  
19 director of revenue requirement.

20 Q. And did you file both direct and rebuttal  
21 testimony in this proceeding?

22 A. Yes, I did.

23 Q. And are there any exhibits to your testimony?

24 A. No, there are not.

25 Q. And do you have any corrections or additions

1 **to your testimony that you filed?**

2 A. There is one minor correction on my rebuttal  
3 testimony. In my version the footnote on the bottom  
4 says direct instead of rebuttal.

5 **Q. And with that one correction, if I asked you**  
6 **those questions today, would your answers be the same?**

7 A. Yes, they would.

8 MR. SOLANDER: At this time I'd like to move  
9 the admission of Mr. McDougal's direct and rebuttal  
10 testimony.

11 MR. LEVAR: Okay. Please let me know if any  
12 party has any objection. I am not seeing any, so that  
13 will be entered. Thank you.

14 MR. SOLANDER: Thank you.

15 **Q. (By Mr. Solander) And Mr. McDougal, have you**  
16 **prepared a summary of your testimony that you would like**  
17 **to share with the commission?**

18 A. Yes. Good morning, Chairman LeVar,  
19 Commissioners Clark and White. Mr. Larsen has already  
20 went through most of the 2017 protocol, so I'll try to  
21 avoid duplicating what he has already discussed. This  
22 has already been mentioned. I filed both direct and  
23 rebuttal testimony in this case.

24 In my direct testimony, I basically summarize  
25 the analysis that occurred during the process of the MSP

1 protocol hearings over the last three years. During  
2 those three years, there was a lot of broad review work  
3 group meetings that were held.

4 We discussed a lot of options. Many of those  
5 have already been mentioned by Mr. Larsen. We reviewed  
6 different methods for correcting or for consolidating  
7 the allocation method to come up with a consistent  
8 method among states.

9 At the end of the day, what we ended up doing  
10 was coming up with this two year agreement that can be  
11 extended for a third year. And as part of this  
12 agreement, there will be a single line item that will be  
13 added to the Utah revenue requirement calculation  
14 basically identifying the equalization adjustment and  
15 adding that into the revenue requirement calculations.

16 This was settled as part of a negotiated  
17 amount where, because we could not come up with other  
18 agreements in short-term nature, it was decided that  
19 this was the best way to try and get everybody to a  
20 common allocation method.

21 In addition to talking about the analysis, I  
22 talk about the four appendices to the 2017 protocol.  
23 Basically the appendices describe all of the defined  
24 terms, the calculation of the allocation factors, both  
25 algebraically and by FERC count, giving what all those

1 calculations are.

2 So those are Appendix A, B, C, and then  
3 there's also an Appendix D that explains the alternative  
4 allocation treatment for special contracts. So those  
5 are all defined in my testimony. They are also in  
6 Mr. Larsen's exhibit.

7 In addition to the direct testimony, I filed  
8 rebuttal testimony. In the rebuttal testimony I  
9 responded to the direct testimony of Mr. Townsend who  
10 recommended this commission reject the 2017 protocol.  
11 What I addressed there was that, as part of the 2017  
12 protocol, there is no change in the allocation of  
13 generation costs, including hydro cost.

14 They are allocated identically under both the  
15 2017 protocol and the current allocation methodology.  
16 So I don't view that there is any transfer of  
17 hydro-related risk or any change in those risks to Utah  
18 customers. So I don't believe that that is something  
19 that should be considered or that would impact the  
20 allocation method.

21 I also talk about the equalization adjustment,  
22 and that it is not a calculation of an embedded cost  
23 differential or ECD. It is basically a negotiated  
24 amount that was done to try and fill or come to a common  
25 allocation methodology.

1           In addition to my rebuttal testimony, while  
2 not a party to this proceeding, Kennecott Utah Copper  
3 submitted public comments in which they construe the  
4 meaning of Section 10 or Section X. It's a Roman  
5 numeral. I address those issues and just briefly state  
6 the company's position that the language was negotiated.  
7 All the language states that this commission reserves  
8 the right to make the decision.

9           A stated objective of the cost allocation  
10 method is really the development to arrive at a solution  
11 that is fair, just, reasonable and in the public  
12 interest. And I believe that the 2017 protocol  
13 accomplishes that task. And I would also add mine to  
14 Mr. Larsen that I would encourage this commission to  
15 consider it and to approve the 2017 protocol as filed.  
16 Thanks.

17           **Q. Does that conclude your summary?**

18           A. Yes, it does.

19           MR. SOLANDER: Mr. McDougal is available for  
20 questions from the commission or cross-examination by  
21 the parties.

22           MR. LEVAR: Thank you. Mr. Jetter?

23           MR. JETTER: No questions from the division,  
24 thank you.

25           MR. LEVAR: Thank you. Mr. Olsen?



1 MR. OLSEN: No questions from the office.

2 MR. LEVAR: Mr. Dodge?

3 MR. DODGE: Thank you, Mr. Chairman.

4 CROSS-EXAMINATION

5 BY MR. DODGE:

6 Q. Good morning, Mr. McDougal.

7 A. Good morning.

8 Q. The 2010 protocol, as adopted among the states  
9 that do apply it, leaves the company with an allocation  
10 hole, correct?

11 A. That is correct.

12 Q. And it's because of differing treatment of the  
13 embedded cost differential among the states, correct?

14 A. That is correct. If you look at the  
15 allocation method as currently applied in our different  
16 states, all of the states approved the 2010 protocol,  
17 but the 2010 protocol, as originally agreed to, included  
18 a fixed embedded cost differential or ECD.

19 In approving that, Utah's embedded cost  
20 differential is basically zero, leaving it at rolled in.  
21 And then Wyoming and Oregon both approved it, but rather  
22 than approving a fixed embedded cost differential, they  
23 went and used a dynamic that is recalculated every year,  
24 and that is creating a difference.

25 Q. And in the 2017 protocol negotiations, the

1 attempt in part, or at least as it ended up resulting  
2 with the equalization adjustment, was an attempt to plug  
3 that hole to a certain point, correct?

4 A. I wouldn't say it was really to plug the hole  
5 or to change the equalization or to fix the ECD. What  
6 really the original intent was was to come up with an  
7 allocation methodology that all states could agree on  
8 that gave the company the opportunity to recover a  
9 hundred percent of our costs.

10 So in looking at the methodology and trying to  
11 come up with a way that the company has the opportunity  
12 to recover all of our prudently incurred costs, as  
13 described by Mr. Larsen, there was a whole bunch of  
14 different options. There were options where we were  
15 looking at changing the number of coincident peaks,  
16 changing the demand energy weighting, changing  
17 allocations of certain components.

18 And there was a whole bunch of discussions.  
19 All of them were designed to come up with a consistent  
20 allocation method. At the end of the day what ended up  
21 occurring is that, because of the short-term nature,  
22 because of the uncertainty regarding environmental  
23 legislation, that it was decided to come up with more of  
24 an interim agreement.

25 And as part of that interim agreement, what it

1 was decided was to look at how we can try to come up  
2 with a compromise in a short-term nature, and so that's  
3 how the equalization adjustment came about. And the  
4 equalization adjustment was really made so it was around  
5 .2 percent of all states' revenue requirement just to  
6 fix that allocation gap on a temporary basis.

7 Q. Mr. McDougal, I am going to try hard. You and  
8 Mr. Larsen both have characterized settlement  
9 discussions in a particular way that I think is  
10 inaccurate, and I am un -- disinclined to go into that  
11 in detail because I think they are settlement  
12 discussion. But you raised the issue, so I think I at  
13 least need to explore it.

14 Isn't it a fact that the equalization  
15 adjustment was proposed specifically to help fill that  
16 gap created by the different way the ECD was applied?  
17 It wasn't done to settle differences in 4, 8 or 12 CPs  
18 or anything else because people couldn't agree on that.  
19 The only agreement could be reached was that we would  
20 try and plug that hole partially. Is that not a fair  
21 statement?

22 A. I think it is in the extent that, yes, we were  
23 trying to plug the hole on an interim basis. And to the  
24 extent that hole is caused by differences in the ECD, we  
25 did come up with the equalization adjustment, and it

1 does fill the hole on a temporary basis.

2 Q. In fact, if you look at page 4 of your  
3 rebuttal, between line 74 and 75 where you show the  
4 calculations, it starts with the total company hole, if  
5 you will, created by the ECD, right, on that first line  
6 in that table?

7 A. Yes. Because what we did is, we started with  
8 everybody's -- all states' revenue requirement the way  
9 it is currently calculated, and so that is the  
10 adjustment that all states are using today.

11 Q. Right. So in other words, it's the ECD that  
12 creates the 9.5 million dollar hole, and then the second  
13 line is how much of that hole the parties are going  
14 to -- well, the net of those. On the third line is the  
15 amount that the parties are -- some of the parties  
16 agreed they would pay to try and fill that hole created  
17 by different ECD adjustments.

18 A. That is correct. And that is the -- what will  
19 be going on in the revenue requirement. And it was done  
20 using this methodology as part of a negotiated  
21 settlement because, as you mentioned, there was a lot of  
22 discussions on alternative allocation methods during the  
23 last three years. And nothing could be resolved in  
24 those issues as of right now so...

25 Q. If you turn to page 7 of your rebuttal,

1 Mr. McDougal. Beginning at Line 146 you quote from  
2 Mr. Townsend's testimony in support of adoption or  
3 approval of the 2010 protocol, correct?

4 A. That is correct.

5 Q. And first of all, you indicate there, as you  
6 quote him -- and I'll read this and ask you to tell me  
7 if I read anything wrong.

8 But first UAE believes it is important for the  
9 various states served by the company to at least attempt  
10 to develop reasonable and generally consistent cost  
11 allocation methodologies.

12 Did I read that part right?

13 A. That is correct. And that's really what we  
14 were attempting to do, I think, with the equalization  
15 adjustment was, all the states were trying to come up  
16 with a reasonable and consistent allocation methodology.  
17 At the end of the day, after all of the years of  
18 negotiation, that was not possible. So we came up with  
19 this equalization adjustment as a method to develop  
20 reasonably and generally consistent cost allocation  
21 methodologies among states.

22 Q. Thank you. Now, the answer to my question was  
23 yes, I read that correctly, right?

24 A. Yes.

25 Q. Okay. The reasonably -- the reasonable and

1 generally consistent cost allocation methodologies among  
2 the states from the 2010 protocol included Utah going  
3 straight to rolled-in with no adjustments, correct?

4 A. That is what the final order was.

5 Q. It included in Oregon and in Wyoming the  
6 concept of an ECD but a dynamic one where it changed  
7 from year to year, correct?

8 A. That is correct. In the final orders all of  
9 the states -- Mr. Larsen went through the history of  
10 that, and yes, within the 2010 protocol, all the states  
11 agreed to a generic framework. It was filed, and then  
12 these differences arose as the 2010 protocol was getting  
13 approved.

14 Q. And then Idaho adopted it with a fixed ECD,  
15 correct?

16 A. Correct. Idaho is the one state that approved  
17 it as originally filed.

18 Q. So the agreement that Mr. Townsend was saying,  
19 the agreement that allows generally consistent and  
20 reasonable allocation methodologies contemplated and  
21 allowed for a fairly wide variation in how the states  
22 adopted and implemented the allocation, the 2010  
23 protocol, correct?

24 A. That is correct. What this really was was a  
25 statement of a goal, and we believe that that goal -- we

1 should be, to the extent possible, should be consistent  
2 among states because, as I said earlier, we believe the  
3 company should be allowed at least the opportunity to  
4 recover our prudently incurred costs.

5 **Q. And in the 2017 protocol, the goal is the**  
6 **same, to get generally consistent and reasonable**  
7 **allocation methodologies, correct?**

8 A. That is correct. There are some minor  
9 variations. We all use the equalization adjustment.  
10 But there are minor, I wouldn't say variations.  
11 Everybody does it the same way, but it does not add up  
12 to a hundred percent. There will be some minor  
13 variations, as noted in that table we talked about  
14 earlier, in the calculation of the ECD within the state  
15 of Oregon.

16 **Q. Yeah. For example, Oregon is going to**  
17 **continue to use a form of a dynamic ECD allocator, where**  
18 **if the trend from the last six years continues, that ECD**  
19 **will grow even greater, correct?**

20 A. Oregon will continue to use a dynamic ECD.  
21 There are some caps and floors, so it will not grow  
22 nearly the same rate. Based upon our current  
23 projections, we think that the ECD is actually somewhat  
24 levelized off or is slowing down as far as the impact.

25 And it all has to do with the underlying costs

1 within that calculation. So within the state of Oregon,  
2 they agreed to a baseline and a cap, and it's a fairly  
3 narrow cap.

4 **Q. But the point is, my question was, if the 20**  
5 **-- 2010 to 2016 numbers were to continue -- I am not**  
6 **asking you to project -- it would mean that ECD would**  
7 **continue to grow in Oregon, and the allocation hole grow**  
8 **even greater because other parties are not agreeing to a**  
9 **dynamic ECD, correct?**

10 A. It could continue to grow. But even if it  
11 were, the allocation hole will be much smaller under  
12 this methodology than it is under the current  
13 methodology. So no matter what happens within Oregon, I  
14 think what the states have done is come up with a  
15 compromise that will help, at least over the next two to  
16 three years, until '18 or '19, depending on when we move  
17 to the next methodology; it's going to help to shrink  
18 the size of that gap.

19 **Q. But as in 2010, if commissions were to impose**  
20 **slight differences, it -- the agreement can still**  
21 **tolerate generally consistent principles that may result**  
22 **in slightly different results, correct?**

23 A. I think that it could tolerate things, but I  
24 would point out that this agreement was reached as a  
25 negotiate whole. All of the states were very interested



1 in each other's agreements and within each other's  
2 parts; and so the 2017 protocol, I think, has to be  
3 looked at as a negotiated whole. And I think it should  
4 be approved by all of the states as filed.

5 **Q. And so given that, you would agree that this**  
6 **commission should wait and see that the other states**  
7 **approve it as filed before it approves it, if it's**  
8 **inclined to?**

9 A. I believe that all states should approve it as  
10 a negotiated whole, and all states should approve it as  
11 filed. As mentioned by Mr. Larsen, Idaho and Wyoming,  
12 nobody is opposing it. In Oregon there were hearings  
13 held last week that I participated in. And those are  
14 getting close to a decision so...

15 **Q. So they won't have to wait too long probably**  
16 **to know what Wyoming will do, or Oregon will do.**

17 A. It should be -- closing briefs are being filed  
18 within the next few days so...

19 **Q. Mr. McDougal, do you -- in that same, your**  
20 **page 7 of your rebuttal where you are quoting**  
21 **Mr. Townsend's testimony, do you have a copy of that**  
22 **2010 testimony?**

23 A. I do not.

24 **Q. It's on the record in the commission's docket**  
25 **in the referenced case, which is the 02-03-504 case, and**

1 the commission can take administrative notice of it.

2 But did you read that entire or other parts of his  
3 testimony in that case or just the one sentence, the  
4 paragraph that you cited?

5 A. I did not read the full testimony. I read, I  
6 would say, large parts of it, but not the full  
7 testimony.

8 Q. You note in -- on Line 147 -- well, on 146 and  
9 147, the quote starts, "From UAE's perspective there are  
10 at least two reasons why the agreement should be  
11 approved," and first is the one you quoted, right?

12 A. Yes.

13 Q. And let me read what second was and see if  
14 this is consistent with your memory. Second, and I am  
15 reading now from Mr. Townsend's testimony in the 2010  
16 protocol docket, which again is on the record of the  
17 commission.

18 "Second, in Pacific Corp. -- in PacifiCorp's  
19 energy balancing account proceedings, UAE has  
20 consistently argued that a rolled-in allocation  
21 methodology should be used in Utah rate proceedings if  
22 an EBA is to be used in Utah in order to match risk and  
23 reward. The commission has now authorized an EBA pilot,  
24 and the MSP agreement will ensure that a rolled-in  
25 methodology will be used during that pilot period."

1           **Did you read -- do you remember that from his**  
2 **testimony?**

3           A.    Yes, I do, and as stated in my rebuttal  
4 testimony, we believe that this is a rolled-in method,  
5 and so we believe that we are still consistent with  
6 that.

7           **Q.    It's a rolled-in method plus 4.4 million**  
8 **dollars, correct?**

9           A.    Well, it's a rolled-in method.  The 4.4  
10 million is mentioned in my testimony, and as mentioned  
11 in the testimony of Dr. Powell, there was a lot of  
12 variations on what rolled-in means.  You can calculate  
13 rolled-in using different CPs, using different demand  
14 energy.  And so I still view this as a consolidated  
15 rolled-in method.  It's just, this is how we came up  
16 with an agreement that everybody could buy into with --  
17 from the multiple states.

18          **Q.    It's as it's rolled in as this commission has**  
19 **applied it over the last six years plus 4.4 million**  
20 **dollars, is it not?**

21          A.    Yes.  It is --

22          **Q.    It's not rolled in as it's been applied to**  
23 **this point.  You are trying to change the word**  
24 **"rolled-in" to say it includes this non-cost-based 4.4**  
25 **million dollars, aren't you?**

1           A.     What I am trying to say is that rolled-in can  
2 be defined a lot of different ways. And if you define  
3 rolled-in and Mr. -- Dr. Powell went and quoted that the  
4 various definitions or various calculations of rolled  
5 in, some of them could have increased Utah's revenue  
6 requirement by up to 3 percent.

7           This change is around a .2 percent divert is  
8 slightly above there. And so you know, it is a  
9 definition. We are using the same calculation as today.  
10 And rather than changing the calculation, we are using  
11 the equalization adjustment.

12           **Q.     Nobody would agree to a change in the -- in**  
13 **those allocation factors, could they, in the MSP**  
14 **process?**

15           A.     That is correct. All of the statements were  
16 discussing various changes, and I would just say it was  
17 very polarized between states.

18           **Q.     Indeed. And so however you want to color it**  
19 **and regardless of the magnitude, this is the old**  
20 **rolled-in procedure we have been using for six years in**  
21 **the state plus a 4.4 million dollar add.**

22           MR. SOLANDER: I believe Mr. McDougal has  
23 already answered that question.

24           **Q.     (By Mr. Dodge) That's correct, is it not,**  
25 **though, Mr. McDougal?**

1 MR. LEVAR: And I think I'm going to agree  
2 that it's a repetitive question.

3 MR. DODGE: He tends -- he won't say yes. He  
4 has to explain things. So I am trying to get him to say  
5 yes. I don't think he ever said that.

6 THE WITNESS: I agreed to it and then  
7 explained what it was really doing.

8 MR. DODGE: I apologize. I didn't hear him  
9 ever say yes. I just heard him try and give his spin on  
10 it, but okay. No further questions. Thank you.

11 MR. LEVAR: Okay. Mr. Solander, any redirect?

12 MR. SOLANDER: Yes, thank you.

13 REDIRECT EXAMINATION

14 BY MR. SOLANDER:

15 Q. So you mentioned that Dr. Powell analyzed a  
16 broad range of numbers that could still be considered a  
17 rolled-in calculation; is that right?

18 A. That is correct. If I said he analyzed, it  
19 was actually analyzed as part of the company, and the  
20 company submitted it. And he referred to it in his  
21 testimony.

22 Q. Okay. And those analyses showed a wide range  
23 of potential outcomes; is that right?

24 A. That is correct.

25 Q. And what was the range?

1           A.    The range, as quoted in his testimony, was a  
2 negative .05 percent to a positive 3 percent, if I  
3 remember correctly.

4           **Q.    And 3 percent is what on a dollar basis?**

5           A.    Three percent would be over \$50 million Utah  
6 allocated.

7           **Q.    Would you say that the 4.4 million dollar  
8 number that was agreed to is a reasonable compromise?**

9           A.    I definitely agree that it's a reasonable  
10 compromise.

11           MR. SOLANDER: Thank you. I have no further  
12 questions.

13           MR. LEVAR: Any recross?

14           MR. DODGE: No. Thank you.

15           MR. LEVAR: Okay. Thank you. Commissioner  
16 Clark?

17           MR. CLARK: No questions. Thank you.

18           MR. LEVAR: Commissioner White?

19           MR. WHITE: No questions. Thank you.

20           MR. LEVAR: I would like to ask about one  
21 issue, and I don't want to the climb too far down this  
22 rabbit hole, but on page 9 of your rebuttal, you state  
23 that you disagree with Dr. Powell's conclusions with  
24 respect to the merger fairness premium.

25                    And I'd like to understand. Is your

1 disagreement that you disagree with the 1990 and 1992  
2 orders that the commission issued? Or do you believe  
3 Dr. Powell has inaccurately summarized those decisions?

4 THE WITNESS: I don't think it's really that  
5 he's summarized them incorrectly. I don't believe --  
6 well, I mentioned two things. One, I don't think it's  
7 completely relevant here. Two, in those decisions it  
8 was always designed that there would not be an immediate  
9 cut to rolled-in, that the commission would get there  
10 over a number of years.

11 What he is looking at and what he calls a  
12 fairness premium is the difference between rolled in and  
13 what we did allocate as if we had immediately changed  
14 allocation methods. I don't think that was ever  
15 anticipated. There was always an anticipation that  
16 there would be charges because Utah's rates were  
17 considerably less -- were considerably higher than the  
18 Pacific Power states at the time of the 1989 merger.

19 So it's just, you know, how -- it's more the  
20 wording or the characterization.

21 MR. LEVAR: Okay. Thank you. Mr. Solander?

22 MR. SOLANDER: Thank you. That concludes  
23 Rocky Mountain Power's case in chief.

24 MR. LEVAR: Okay. Thank you, Mr. McDougal.

25 THE WITNESS: Thank you.

1 MR. LEVAR: Mr. Jetter?

2 MR. JETTER: Thank you, Mr. Chairman. The  
3 division would like to call Dr. Artie Powell as its  
4 witness today.

5 MR. LEVAR: Dr. Powell, do you swear to tell  
6 the truth?

7 THE WITNESS: Yes.

8 MR. LEVAR: Thank you.

9 ARTIE POWELL,  
10 called as a witness at the instance of the Division of  
11 Public Utilities, having been first duly sworn, was  
12 examined and testified as follows:

13 DIRECT EXAMINATION

14 BY MR. JETTER:

15 Q. Good morning, Dr. Powell. Would you please  
16 state your name and occupation for the record.

17 A. My name is Artie Powell. I work for the  
18 Division of Public Utilities. I am the manager of the  
19 energy section.

20 MR. LEVAR: Is your microphone on?

21 THE WITNESS: It looks like it's on but --

22 MR. LEVAR: Maybe pull it a little closer.

23 THE WITNESS: Here?

24 MR. LEVAR: That's better.

25 THE WITNESS: Okay.



1 Q. (By Mr. Jetter) In the course of the past few  
2 years, have you had the opportunity to participate in  
3 the negotiations that led up to this agreement, as well  
4 as the review of the application by the company in this  
5 docket?

6 A. Yes.

7 Q. And did you create and cause to be submitted  
8 to the commission both direct and rebuttal testimony?

9 A. Yes, I did.

10 Q. And that included three exhibits, DPU Exhibit  
11 1.1, 1.2 and 1.3D in your direct testimony; is that  
12 correct?

13 A. That's correct.

14 Q. Do you have any corrections or edits that you  
15 would like to make to either of those?

16 A. Not that I am aware of.

17 Q. And if asked the same questions contained  
18 within each of those prefiled testimonies, would you  
19 answer the same as they are in the testimonies?

20 A. Yes, I would.

21 MR. JETTER: I would move with that to enter  
22 both the direct and rebuttal testimony of Dr. Powell  
23 into the record.

24 MR. LEVAR: Thank you. I'll ask any party to  
25 indicate if you have any objection. I'm not seeing any

1 objection, so that would be entered.

2 MR. JETTER: Thank you.

3 Q. (By Mr. Jetter) Would you like to briefly  
4 summarize the testimony that you provided in this  
5 document?

6 A. Yes. I think I can be very brief. The  
7 company's witnesses have already gone over the  
8 settlement agreement, and I think they did a good job in  
9 summarizing that. Basically my summary is really on the  
10 last page of my testimony, lines 264 to 270.

11 The division is recommending that the  
12 commission approve the protocol as filed. As I talked  
13 about in my testimony, it is a full rolled-in allocation  
14 method that the commission has stated on numerous times  
15 since the original merger in 1989 that it would like to  
16 get to. It's consistent with cost causation principles.  
17 And with the -- consistent also with the planning and  
18 operation of a single system.

19 I also tried to demonstrate that the  
20 equalization adjustment that has been talked about this  
21 morning is reasonable. And we believe that since the  
22 protocol is short lived and it insulates Utah from the  
23 decisions that other states are making at this time,  
24 that it's in the public interest. And that would  
25 conclude my summary, I believe, at this time.

1 MR. JETTER: Thank you. I have no further  
2 questions for Dr. Powell, and he's available for  
3 commission questions or cross-examination from the other  
4 parties.

5 MR. LEVAR: Okay. Thank you. Mr. Solander?

6 MR. SOLANDER: No questions. Thank you.

7 MR. LEVAR: Thank you. Mr. Olsen?

8 MR. OLSEN: No question.

9 MR. LEVAR: Mr. Dodge?

10 MR. DODGE: No questions.

11 MR. LEVAR: Commissioner White?

12 MR. WHITE: No questions.

13 MR. LEVAR: Mr. Clark?

14 MR. CLARK: No questions. Thank you.

15 MR. LEVAR: Okay. Thank you. I don't have  
16 anything for you.

17 THE WITNESS: Okay.

18 MR. LEVAR: Thank you. That was easy.  
19 Anything further, Mr. Jetter?

20 MR. JETTER: No, Mr. Chairman. The  
21 division -- that's the only witness for the division  
22 today.

23 MR. LEVAR: Okay. Thank you. Mr. Olsen?

24 MR. OLSEN: Thank you. The office would like  
25 to call Michelle Beck.

1 MR. LEVAR: Miss Beck, do you swear to tell  
2 the truth?

3 THE WITNESS: Yes, I do.

4 MR. LEVAR: Thank you.

5 MICHELLE BECK,  
6 called as a witness at the instance of the Office of  
7 Consumer Services, having been first duly sworn, was  
8 examined and testified as follows:

9 DIRECT EXAMINATION

10 BY MR. OLSEN:

11 Q. Miss Beck, could you state your full name for  
12 the record, please, and your position with the office.

13 A. Yes. My name is Michelle Beck, and I am the  
14 director of the Office of Consumer Services.

15 Q. In the course of your duties with the office,  
16 did you have occasion to participate in the negotiations  
17 regarding the MSP allocation that's been discussed here  
18 today?

19 A. Yes, I did. The office fully participated in  
20 all of the various meetings in reviewing the different  
21 sets of analyses that were released as part of that. I,  
22 personally, attended many of the meetings, especially  
23 the ones held at the end during which the compromise was  
24 crafted.

25 Q. Thank you. And did you, as a cause, did you

1 create or cause to be created direct testimony in which  
2 you submitted to the commission on March 16th, 2016?

3 A. Yes, I did.

4 Q. If I were to ask you all the questions again,  
5 would your answers still be the same?

6 A. Yes, they would.

7 Q. So do you have any other -- any kind of  
8 correction or modification at this time?

9 A. No.

10 MR. OLSEN: I ask that the direct testimony be  
11 submitted at this time.

12 MR. LEVAR: I'll ask any party who objects to  
13 indicate to me. I am not seeing any objection, so that  
14 will be entered. Thank you.

15 MR. OLSEN: Thank you.

16 Q. (By Mr. Olsen) Do you have a summary for the  
17 commission?

18 A. A very brief one. Basically, I am here today  
19 to support the office's position in favor of the 2017  
20 protocol. As I stated in my testimony, we have a few  
21 primary reasons for supporting this protocol. The 2017  
22 protocol essentially sets our Utah rates using the  
23 rolled-in allocation method unchanged from before in  
24 terms of allocation factors or the other inputs.

25 But instead of any of those sorts of changes,

1 it does include the monetary adjustment that's been  
2 discussed in front of you already. The company will  
3 continue to plan and operate its generation and  
4 transmission system on an integrated basis to achieve a  
5 least cost, least risk resource portfolio for customers.  
6 The office has always believed that this integrated  
7 system provides benefits to customers.

8 And finally, the agreement is short term in  
9 nature. It includes some studies and a process for  
10 moving forward. And we think it is in the public  
11 interest to move the discussion forward with this  
12 short-term agreement. So in summary, we recommend its  
13 improvement -- its approval, and we believe it will  
14 result in just and reasonable rates.

15 **Q. Do you have anything further?**

16 A. No.

17 MR. OLSEN: Miss Beck is available for  
18 cross-examination or questions from the commission.

19 MR. LEVAR: Thank you. Mr. Solander?

20 MR. SOLANDER: No questions. Thank you.

21 MR. LEVAR: Okay. Mr. Jetter?

22 MR. JETTER: No questions. Thank you.

23 MR. LEVAR: Mr. Dodge?

24 MR. DODGE: Yes, very briefly. Thank you.

25 CROSS-EXAMINATION

1 BY MR. DODGE:

2 Q. Ms. Beck, just one set of questions. The time  
3 the office agreed to support the 2017 protocol, were you  
4 aware of the company's intent legislatively to try and  
5 change the EBA sharing mechanism?

6 A. No. I was not aware of that during the -- any  
7 of the discussions.

8 Q. And is that something you think that you would  
9 like to have been -- have known about at the time you  
10 agreed to support this?

11 A. Yes. I actually think I have been pretty  
12 consistent, and some might say vocal, about my  
13 disappointment in not having heard about that until  
14 after the discussions were complete.

15 MR. DODGE: Thank you. No further questions.

16 MR. LEVAR: Any redirect, Mr. Olsen?

17 MR. OLSEN: Just one.

18 REDIRECT EXAMINATION

19 BY MR. OLSEN:

20 Q. Miss Beck, Mr. Dodge has referred to a  
21 circumstance that -- which you were not aware at the  
22 time you signed. Does that fact in any way change  
23 your -- the office's position in support of this  
24 submittal?

25 A. No. We, I and the office, continue to believe

1 that based on the circumstances of the negotiations and  
2 the positions taken by the various parties in the MSP  
3 that the 2017 is a reasonable and good outcome.

4 MR. LEVAR: Thank you. Is that all?

5 MR. OLSEN: That's all. Thank you.

6 MR. LEVAR: Any recross?

7 MR. DODGE: No, thank you.

8 MR. LEVAR: Commissioner White?

9 MR. WHITE: No questions.

10 MR. LEVAR: Mr. Clark?

11 MR. CLARK: I don't have a question. But  
12 since this may be my last opportunity, I just want to  
13 acknowledge the efforts of the parties in the area of  
14 the multi-state process. I just recognize it's very  
15 challenging, it's very cumbersome since it involves so  
16 many states, so many parties, so many stake holders.

17 And I just wanted to express my personal  
18 appreciation for all who continue to work very  
19 diligently to protect and further Utah's interests as a  
20 part of a multi-state system. So thank you for the  
21 opportunity to do that.

22 MR. LEVAR: And I don't have anything else.  
23 So thank you, Miss Beck. Mr. Olsen, anything else?

24 MR. OLSEN: Nothing further.

25 MR. LEVAR: Okay.



1 MR. WHITE: Chair LeVar, could I just make a  
2 clarification? Is there an opportunity at the end if  
3 there's questions as a panel to other witnesses --

4 MR. LEVAR: I think, yeah, if you or -- if  
5 either of the two commissioners have further questions  
6 for witnesses after everyone's done, I don't see any  
7 reason not to do that.

8 MR. WHITE: Okay. Thank you.

9 MR. LEVAR: Mr. Dodge?

10 MR. DODGE: Thank you, Mr. Chairman. UAE  
11 calls Neal Townsend.

12 MR. LEVAR: Mr. Townsend, do you swear to tell  
13 the truth?

14 THE WITNESS: I do.

15 MR. LEVAR: Thank you.

16 NEAL TOWNSEND,  
17 called as a witness at the instance of the UAE, having  
18 been first duly sworn, was examined and testified as  
19 follows:

20 DIRECT EXAMINATION

21 BY MR. DODGE:

22 **Q. Mr. Townsend, would you please give your full**  
23 **name and for whom you work and on whose behalf you are**  
24 **appearing.**

25 A. My name is -- is this on? Neal Townsend,

1 N-E-A-L, T-O-W-N-S-E-N-D. I am a principal with Energy  
2 Strategies, a local consulting firm. I represent the  
3 UAE intervention group in this proceeding.

4 Q. Mr. Townsend, did you cause to be filed in  
5 this docket UAE Exhibit 1.0 which is your direct  
6 testimony?

7 A. Yes, I did.

8 Q. And does that testimony represent your sworn  
9 testimony here today?

10 A. Yes, it does.

11 Q. Any changes to that testimony?

12 A. Not that I am aware of.

13 MR. DODGE: Mr. Chairman, I move the admission  
14 of UAE Exhibit 1.0.

15 MR. LEVAR: I'll ask any party who objects to  
16 indicate. And I am not seeing any indication, so that  
17 will be entered. Thank you.

18 Q. (By Mr. Dodge) Mr. Townsend, do you have a  
19 brief summary of your testimony?

20 A. I do.

21 Q. Please offer that.

22 A. In my testimony I recommend that the  
23 commission deny Rocky Mountain Power's application for  
24 approval of the 2017 protocol, including Section 14, the  
25 Utah specific terms entered into among PacifiCorp, or

1 RMP, the Division of Public Utilities and the Office of  
2 Consumer Services.

3 The 2017 protocol should not be approved  
4 because it misaligns the cost and risk born by Utah rate  
5 payers. Currently RMP has an energy balancing account  
6 that will soon allow it to fully recover a pro rata  
7 share of the difference between the actual net power  
8 cost and the normalized net power cost in base rates for  
9 the Utah rate payers.

10 One of the causes of this difference is the  
11 cost associated with fluctuations in generation from  
12 RMP's hydroelectric generating stations. Under the  
13 terms of the 2017 protocol, Utah would not only pick up  
14 a pro rata share of RMP's generation costs under the  
15 rolled-in dynamic allocation method, but also pick up an  
16 additional 4.4 million dollars a year to fill a share of  
17 the hole caused by differing allocation methods used by  
18 each state in which PacifiCorp provides electric  
19 service.

20 In my opinion, allowing RMP to fully recover a  
21 pro rata share of the actual net power costs from Utah  
22 rate payers while at the same time burdening Utah  
23 customers with an additional 4.4 million annually above  
24 its pro rata share of system generation costs creates a  
25 misalignment of costs and risk.

1                   For this reason, I believe the 2017 protocol  
2 would not produce just and reasonable rates in Utah.  
3 Consequently, I recommend the commission deny the  
4 application, including the Utah state-specific terms.  
5 In its place, I recommend the commission direct RMP to  
6 use the rolled-in allocation method as it is currently  
7 defined. That concludes my summary.

8                   MR. DODGE: Thank you. Mr. Townsend is  
9 available for cross-examination.

10                   MR. LEVAR: Thank you. Mr. Solander?

11                   MR. SOLANDER: Yes. Thank you.

12   CROSS-EXAMINATION

13 BY MR. SOLANDER:

14                   Q.    Could you turn to page 7 of your prefiled  
15 testimony.

16                   A.    Sure. I am there.

17                   Q.    On Line 138 you reference the benefits of the  
18 hydro system and then say that the 2017 protocol would  
19 move some of the benefits from Utah through the  
20 equalization adjustment; is that right?

21                   A.    Yes.

22                   Q.    And then on page 9 of your testimony,  
23 beginning on Line 185, that last sentence, could you  
24 read that?

25                   A.    "Given the current regulatory and other

1 circumstances, UAE cannot support the 2017 protocol  
2 since it unfairly assigns additional revenue requirement  
3 obligations to Utah above the rolled-in allocation  
4 method for hydro-related costs while leaving Utahns  
5 subject to all of the net power cost risk of hydro  
6 resources."

7 **Q. So in both cases you say that it is -- the EA**  
8 **is for hydro-related costs; is that right?**

9 A. Not totally but in part.

10 **Q. Is there anywhere -- can you point me to where**  
11 **in the 2017 protocol document that it says that it's**  
12 **related to hydro cost?**

13 A. Well, I think it's implicit if you look at the  
14 way that the numbers are presented. Included within  
15 those numbers is a portion of hydro-related risk.

16 **Q. So it's not in the 2017 protocol anywhere --**

17 A. In words I don't think it is, but in numbers  
18 it is.

19 **Q. And couldn't any other party argue that it's**  
20 **for other risks not related to hydro?**

21 A. I'd like to see that argument. I don't think  
22 it's possible.

23 **Q. But it's -- that argument is just as much**  
24 **contained in the 2017 protocol as your argument related**  
25 **to hydro-related risks?**

1 A. I haven't thought of that. Ask that again.

2 Q. That's nothing in the 2017 protocol related to  
3 hydro-related risks or any other related risks that a  
4 party might argue?

5 A. Well, I think if you look at the numbers, the  
6 hydro-related risks are in there.

7 Q. But it's not called out in the 2017 protocol  
8 as the agreement among the parties?

9 A. Well, there's a bunch of numbers in the 2017  
10 protocol. I think it is called out.

11 MR. SOLANDER: No further questions.

12 MR. LEVAR: Thank you. Mr. Jetter?

13 MR. JETTER: I have no questions for  
14 Mr. Townsend. Thank you.

15 MR. LEVAR: Okay. Thank you. Mr. Olsen?

16 MR. OLSEN: We have no questions. Thank you.

17 MR. LEVAR: Any redirect?

18 MR. DODGE: No, thank you.

19 MR. LEVAR: Commissioner White?

20 MR. WHITE: I want to be careful not to  
21 conflate your testimony with Mr. Dodge's questions. But  
22 it seemed to me that there is some notion or indication  
23 that potentially the position of UAE would change if the  
24 commission were to condition approval on, I guess, the  
25 total approval by other states.

1           Is that -- does that change the position of  
2 UAE? Or is that -- am I reading too much into his  
3 questions?

4           THE WITNESS: I think you are reading too much  
5 into his questions. I think UAE's position is that as  
6 long as we have an EBA where Utah rate payers are  
7 subject to hydro risk, that we should be using the  
8 rolled-in method, however that's defined. And that's  
9 currently defined as a 12 CP and a 75, 25 percent  
10 weighting demand energy.

11           MR. WHITE: So there's no equivocation. It's  
12 just a straight recommendation for denial. It's not a  
13 potential --

14           THE WITNESS: I suppose in the alternative,  
15 you could approve it and then just set the Utah  
16 equalization adjustment to zero, and that would allow  
17 the other terms of the 2017 protocol to go forward. But  
18 I don't think Utah should be saddled with a 4.4 million  
19 dollar additional revenue requirement.

20           MR. WHITE: Let me ask you this, and this is  
21 where my earlier question about potential questions of  
22 the parties in terms of the understanding. With respect  
23 to the other states, it is a -- what are the potential  
24 options for states in terms of this agreement with  
25 respect to, is it approval? Approval with conditions?

1 Denial?

2 THE WITNESS: You know, I think there's a wide  
3 range of outcomes the other states could take. I can't  
4 honestly speak for those other states. But I think they  
5 could go forward with it if they so desired, if they  
6 think it's in their interest, or they could modify it in  
7 some way or reject it. I don't know what's going to  
8 happen in the other states.

9 MR. LEVAR: What does the agreement allow for?  
10 I guess is it a complete unwind or -- and again, I am  
11 asking this with the understand of the parties.

12 THE WITNESS: You know, I think the agreement  
13 contemplates some sort of a -- if a state were to reject  
14 or modify it in some fashion, then talks could continue.  
15 I think in the alternative, states could just adopt it  
16 as it was filed or modify it in some form. And it would  
17 be up to PacifiCorp and those states to decide whether  
18 to proceed.

19 MR. WHITE: Chair LeVar, is it appropriate at  
20 this time to turn that question over to the parties if  
21 they would like to address it, in terms of their  
22 understanding of options both in the -- Utah and other  
23 states?

24 In other words, I guess the question is, is it  
25 an approval? Option of approval with conditions? I am



1 just trying to understand. This is again prompted by  
2 some of the questions by Mr. Dodge's indication that  
3 both ICNU and environmental groups in Oregon have  
4 opposed the agreement.

5 MR. LEVAR: If I could just tell the forum  
6 that I think I might suggest we conclude commission  
7 questions for Mr. Townsend while counsel have a chance  
8 to look at the question you have raised. And I don't  
9 know if that's a question for counsel or for the  
10 witnesses, but we can let them think about that.

11 MR. WHITE: It is probably a legal question,  
12 and I don't mean to throw a legal question on you,  
13 Mr. Townsend.

14 THE WITNESS: Well, I am not a lawyer, so  
15 we'll go on the record for that.

16 MR. WHITE: So with that, that makes sense  
17 then.

18 MR. LEVAR: Okay. So are you okay if  
19 we move --

20 MR. WHITE: Yeah.

21 MR. LEVAR: Complete questions for  
22 Mr. Townsend and move on to that question.

23 MR. WHITE: No further questions.

24 MR. LEVAR: You don't have any more?

25 MR. WHITE: No.

1 MR. LEVAR: Mr. Clark?

2 MR. CLARK: No questions.

3 MR. LEVAR: And I don't, so thank you.

4 THE WITNESS: Thank you very much.

5 MR. LEVAR: So we have a question from  
6 Commissioner White that seems to be directed to counsel.  
7 Why don't we start with Mr. Solander.

8 MR. SOLANDER: Thank you. The agreement in  
9 paragraph -- get the number -- 13E does include a  
10 provision regarding the interdependency among states  
11 approvals that states that if it is materially deleted,  
12 altered or conditions approval, that if any commission  
13 materially deletes, alters or conditions approval of the  
14 protocol, parties shall meet and discuss the  
15 implications of the alteration.

16 So I think it would depend on if it was a  
17 material alteration and the impact that it had in the  
18 opinion of the parties to the agreement.

19 MR. WHITE: And again, that's if there's a  
20 alteration. If there's a denial, I guess it falls in  
21 the same category. If there's -- for example, if Oregon  
22 or another state would just completely deny, rather than  
23 to alter it, it would be the same.

24 MR. SOLANDER: I would think so, yes.

25 MR. WHITE: Is there any other parties that

1 want to --

2 MR. DODGE: Just briefly, Commissioner White,  
3 in response to your question Mr. Townsend in light of my  
4 earlier questions. Mr. Townsend properly stated UAE's  
5 position in the docket. My questions were aimed at, I  
6 guess, the enforcement of this section E that  
7 Mr. Solander just talked about.

8 And it would be UAE's proposal that if the  
9 commission were to approve it or approve it with a  
10 modification, a change in the equalization adjustment to  
11 zero as Mr. Townsend suggested, either way, it still  
12 ought to be conditional upon seeing what the other  
13 states do.

14 Because I would think that would -- could and  
15 should properly potentially affect either the parties  
16 who signed its support or the commission's decision to  
17 support the allocation methodology. That was the thrust  
18 of my question.

19 MR. WHITE: Okay. Thank you. Is there anyone  
20 who else wants to opine on the question? Mr. Jetter?

21 MR. JETTER: The only thing I suppose I would  
22 note is my understanding of the agreement and what the  
23 parties have actually signed the agreement to support  
24 the 2017 protocol is that we have agreed to continue to  
25 support it so long as the other states don't materially

1 alter it.

2 Approval of the commission and then subsequent  
3 significant change in another state, it could be  
4 somewhat difficult to sort of unwind the approval. But  
5 I think it's certainly plausible and possible. The  
6 dollars aren't collected until at least a new rate will  
7 go into effect, and so it wouldn't be a, sort of an  
8 emergency immediate concern. But it's something we  
9 should certainly be watching and address as soon as  
10 would happen.

11 And as far as Utah rate payers are concerned,  
12 I think the alternative, I guess as I said, would be at  
13 the point which these go into rates. So we'd need to  
14 monitor what's happening in other states.

15 MR. WHITE: That's very helpful. Thank you.

16 MR. OLSEN: I think it's the likelihood -- I  
17 mean, obviously, you, as the commission, would want to  
18 be apprised of the results of any other commission  
19 action. And I suppose if -- the likely event, if it  
20 appeared to be material to you, you would ask for,  
21 through your normal channels, to have perhaps the  
22 division initiate an analysis and then perhaps have it  
23 re-reviewed. I don't -- I think would not be  
24 particularly difficult to have that happen, since it  
25 calls out that opportunity for you as the commission to

1 look at it in its own -- of its own terms.

2 MR. WHITE: Thank you. I have no further  
3 questions, Chair.

4 MR. LEVAR: For any of the parties or any of  
5 the witnesses?

6 MR. WHITE: No. I don't. Thank you.

7 MR. LEVAR: Do you have anything else,  
8 Commissioner Clark?

9 MR. CLARK: No questions.

10 MR. LEVAR: Thank you. And I don't. So is  
11 there anything else from the parties that need to be  
12 addressed before we adjourn? I am not seeing any  
13 indication, so we are adjourned. Thank you.

14

15 (The hearing concluded at 10:24 a.m.)

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C E R T I F I C A T E

STATE OF UTAH )  
COUNTY OF SALT LAKE )

THIS IS TO CERTIFY that the foregoing proceedings were taken before me, Teri Hansen Cronenwett, Certified Realtime Reporter, Registered Merit Reporter and Notary Public in and for the State of Utah.

That the proceedings were reported by me in Stenotype, and thereafter transcribed by computer under my supervision, and that a full, true, and correct transcription is set forth in the foregoing pages, numbered 3 through 69 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.

WITNESS MY HAND and official seal at Salt Lake City, Utah, this 6th day of June, 2016.



Teri Hansen Cronenwett, CRR, RMR  
License No. 91-109812-7801

My commission expires:  
January 19, 2019

<p><b>Exhibits</b></p> <hr/> <p><b>EXHIBIT-01.1D</b> 3:0</p> <p><b>EXHIBIT-01.2D</b> 3:0</p> <p><b>EXHIBIT-01.3D</b> 3:0</p> <p><b>EXHIBIT-01.0D</b> 3:0</p> <p><b>EXHIBIT-01.0R</b> 3:0</p> <hr/> <p style="text-align: center;"><b>\$</b></p> <hr/> <p><b>\$50</b> 46:5</p> <hr/> <p style="text-align: center;"><b>0</b></p> <hr/> <p><b>02-03-504</b> 41:25</p> <p><b>05</b> 46:2</p> <hr/> <p style="text-align: center;"><b>1</b></p> <hr/> <p><b>1</b> 12:20</p> <p><b>1.0</b> 58:5,14</p> <p><b>1.1</b> 49:11</p> <p><b>1.2</b> 49:11</p> <p><b>1.3D</b> 49:11</p> <p><b>10</b> 13:21 23:14 32:4</p> <p><b>11</b> 14:8 23:15</p> <p><b>111(d)</b> 11:16</p> <p><b>12</b> 14:11 35:17 63:9</p> <p><b>13</b> 14:14</p> <p><b>138</b> 60:17</p> <p><b>14</b> 15:5,16 16:18 58:24</p> <p><b>146</b> 37:1 42:8</p> <p><b>147</b> 42:8,9</p> <p><b>15-035-86</b> 4:4</p> <p><b>16</b> 21:22</p> <p><b>16th</b> 53:2</p>	<p><b>18</b> 40:16</p> <p><b>185</b> 60:23</p> <p><b>19</b> 40:16</p> <p><b>1989</b> 47:18 50:15</p> <p><b>1990</b> 47:1</p> <p><b>1992</b> 47:1</p> <hr/> <p style="text-align: center;"><b>2</b></p> <hr/> <p><b>2</b> 7:11 35:5 44:7</p> <p><b>20</b> 26:18 40:4</p> <p><b>2002</b> 10:3</p> <p><b>2007</b> 6:8</p> <p><b>2010</b> 9:3 10:10, 16 12:16,23,24 13:4,22 14:10 15:7,8 17:1 22:1 23:5,7 33:8,16,17 37:3 38:2,10, 12,22 40:5,19 41:22 42:15</p> <p><b>2012</b> 9:1</p> <p><b>2015</b> 8:22</p> <p><b>2016</b> 4:1 10:19, 21 11:1 40:5 53:2</p> <p><b>2017</b> 4:5 5:9 6:14 8:18,21 9:13,18,24 10:20 12:15,20 14:15,17,23 15:12,17 17:14 18:6 21:17,24 22:5 29:20 30:22 31:10, 11,15 32:12,15 33:25 39:5 41:2 53:19,21 55:3 56:3 58:24 59:3,13 60:1,18 61:1, 11,16,24 62:2,</p>	<p>7,9 63:17</p> <p><b>2018</b> 12:21 17:16</p> <p><b>22</b> 6:20</p> <p><b>25</b> 63:9</p> <p><b>26</b> 4:1</p> <p><b>264</b> 50:10</p> <p><b>270</b> 50:10</p> <hr/> <p style="text-align: center;"><b>3</b></p> <hr/> <p><b>3</b> 13:8,10 44:6 46:2,4</p> <p><b>31</b> 8:22 10:19, 21 12:21 17:16</p> <hr/> <p style="text-align: center;"><b>4</b></p> <hr/> <p><b>4</b> 24:4 35:17 36:2</p> <p><b>4.4</b> 43:7,9,19, 24 44:21 46:7 59:16,23 63:18</p> <p><b>475</b> 7:10</p> <p><b>476</b> 6:20 7:5</p> <p><b>482</b> 7:18,21</p> <p><b>483</b> 8:7</p> <hr/> <p style="text-align: center;"><b>5</b></p> <hr/> <p><b>5</b> 14:9</p> <hr/> <p style="text-align: center;"><b>7</b></p> <hr/> <p><b>7</b> 36:25 41:20 60:14</p> <p><b>74</b> 36:3</p> <p><b>75</b> 36:3 63:9</p> <hr/> <p style="text-align: center;"><b>8</b></p> <hr/> <p><b>8</b> 13:8,10 24:4 27:4 35:17</p> <p><b>8.2</b> 23:14</p>	<p style="text-align: center;"><b>9</b></p> <hr/> <p><b>9</b> 13:19 26:15 27:4 46:22 60:22</p> <p><b>9.5</b> 36:12</p> <p><b>9:02</b> 4:1</p> <hr/> <p style="text-align: center;"><b>A</b></p> <hr/> <p><b>a.m.</b> 4:1</p> <p><b>able</b> 12:6 27:7</p> <p><b>above</b> 44:8 59:23 61:3</p> <p><b>access</b> 13:22, 24 14:1</p> <p><b>accomplishes</b> 32:13</p> <p><b>account</b> 42:19 59:5</p> <p><b>achieve</b> 9:16 54:4</p> <p><b>acknowledge</b> 56:13</p> <p><b>acquisitions</b> 14:12</p> <p><b>across</b> 10:5 16:21 25:9</p> <p><b>actual</b> 59:7,21</p> <p><b>actually</b> 13:25 15:11 20:9 39:23 45:19 55:11</p> <p><b>add</b> 32:13 39:11 44:21</p> <p><b>added</b> 17:5 22:14 30:13</p> <p><b>adding</b> 22:10 30:15</p> <p><b>addition</b> 30:21 31:7 32:1</p> <p><b>additional</b> 13:5 14:24 59:16,23 61:2 63:19</p>	<p><b>additions</b> 28:25</p> <p><b>address</b> 14:3 25:25 26:25 32:5 64:21</p> <p><b>addressed</b> 13:22 31:11</p> <p><b>addresses</b> 14:2</p> <p><b>adjustment</b> 13:17 15:19 16:18 17:2,6,7 23:19,25 25:6 30:14 31:21 34:2 35:3,4,15, 25 36:10 37:15,19 39:9 44:11 50:20 54:1 60:20 63:16</p> <p><b>adjustments</b> 36:17 38:3</p> <p><b>administer</b> 12:13</p> <p><b>administrative</b> 42:1</p> <p><b>admission</b> 29:9 58:13</p> <p><b>adopt</b> 64:15</p> <p><b>adopted</b> 33:8 38:14,22</p> <p><b>adoption</b> 37:2</p> <p><b>advance</b> 15:2</p> <p><b>advocate</b> 18:19 21:9</p> <p><b>affecting</b> 25:16</p> <p><b>after</b> 6:21 7:14 11:1 24:16,18 37:17 55:14 57:6</p> <p><b>again</b> 7:6 8:2 19:23 42:16 53:4 62:1 64:10</p>
---	---	--	---	---

<b>agency's</b> 27:7	33:16 34:7,12,	44:23 50:7	<b>anywhere</b>	42:11 59:3
<b>agree</b> 10:23	19 35:5 36:8,	54:2	61:10,16	<b>approves</b> 41:7
24:8 34:7	10 37:5,15,17	<b>also</b> 10:14	<b>apologize</b> 45:8	<b>approving</b>
35:18 41:5	38:8,10 39:9,	31:3,5,21	<b>appearances</b>	33:19,22
44:12 45:1	25 40:25 41:4,	32:13 50:17,19	4:6	<b>area</b> 21:12
46:9	9,10 44:15	59:15	<b>appearing</b> 4:8	26:10,12,14,20
<b>agreed</b> 11:20	52:20 53:4	<b>alternative</b>	57:24	56:13
21:4 23:13	56:4,5,18 61:5	31:3 36:22	<b>appendices</b>	<b>argue</b> 61:19
33:17 36:16	<b>allocate</b> 47:13	63:14 64:15	30:22,23	62:4
38:11 40:2	<b>allocated</b>	<b>always</b> 47:8,15	<b>Appendix</b> 31:2,	<b>argued</b> 42:20
45:6 46:8 55:3,	31:14 46:6	54:6	3	<b>argument</b>
10	<b>allocation</b> 9:17	<b>among</b> 19:15	<b>application</b> 4:4	61:21,23,24
<b>agreeing</b> 40:8	10:5,6,23	30:8 33:8,13	5:8 8:18,23	<b>arose</b> 38:12
<b>agreement</b> 9:7,	11:15,18 12:11	37:21 38:1	10:21 49:4	<b>around</b> 13:23
8,22 10:8,17	13:11 14:20	39:2 58:25	58:23 60:4	17:9 35:4 44:7
11:1,10,13,21	16:13 21:9,15,	62:8	<b>applications</b>	<b>arrive</b> 32:10
12:15,18 13:2,	25 22:23	<b>amongst</b> 11:19	10:18	<b>Artie</b> 4:16 16:5
6,8,20 14:2,23	23:22,25 30:7,	25:8	<b>applied</b> 23:20	48:3,9,17
15:8,11,16,25	20,24 31:4,12,	<b>amount</b> 24:8	24:7 33:15	<b>assets</b> 13:21
16:10 17:11	15,20,25 32:9	30:17 31:24	35:16 43:19,22	<b>assigns</b> 61:2
19:13,15,22	33:9,15 34:7,	36:15	<b>apply</b> 33:9	<b>associated</b>
21:2,5,10,20	20 35:6 36:22	<b>analyses</b> 45:22	<b>appreciate</b> 9:4	59:11
23:7,8,23	37:11,16,20	52:21	<b>appreciation</b>	<b>attached</b> 13:9
25:13,17	38:1,20,22	<b>analysis</b> 11:22	56:18	<b>attempt</b> 34:1,2
30:10,12	39:7 40:7,11	12:3 25:16,18	<b>approach</b> 14:1	37:9
34:24,25 35:19	42:20 44:13	29:25 30:21	15:12 16:16	<b>attempting</b>
38:18,19	47:14 50:13	<b>analyze</b> 25:21	21:9,15 24:10	37:14
40:20,24	52:17 53:23,24	<b>analyzed</b>	<b>appropriate</b>	<b>attended</b> 52:22
42:10,24 43:16	59:15,17 60:6	45:15,18,19	64:19	<b>Attorney</b> 4:14
49:3 50:8 54:8,	61:3	<b>analyzing</b> 9:2	<b>approval</b> 4:5	<b>authorized</b>
12 62:8 63:24	<b>allocations</b>	<b>annual</b> 11:23	5:8 8:18,23	42:23
64:9,12	10:11 12:7	14:15	12:22 13:4	<b>autonomy</b> 12:5
<b>agreements</b>	13:21 16:4	<b>annually</b> 59:23	18:6,9,12,14	<b>available</b> 17:19
9:11 16:20	34:17	<b>answers</b> 7:2	19:19 37:3	32:19 51:2
30:18 41:1	<b>allocator</b> 39:17	29:6 53:5	54:13 58:24	54:17 60:9
<b>ahead</b> 5:5	<b>allow</b> 59:6	<b>anticipate</b>	62:24,25 63:25	<b>avoid</b> 29:21
24:22	63:16 64:9	20:17	64:25	<b>aware</b> 4:25 5:3
<b>algebraically</b>	<b>allowed</b> 12:8	<b>anticipated</b>	<b>approve</b> 17:14	21:6 49:16
30:25	38:21 39:3	47:15	19:4 20:23	55:4,6,21
<b>all</b> 8:12,15 9:4	<b>allowing</b> 12:5	<b>anticipation</b>	32:15 41:7,9,	58:12
14:25 15:13	59:20	47:15	10 50:12 63:15	
18:18 19:8,9,	<b>allows</b> 38:19	<b>anyone</b> 4:25	<b>approved</b>	
15 23:20 25:8,	<b>along</b> 6:11	<b>anything</b> 35:18	18:24 20:24	
10 26:2 30:23,	<b>already</b> 29:19,	37:7 51:16,19	33:16,21	
25 31:5 32:7	21,22 30:5	54:15 56:22,23	38:13,16 41:4	

**B**

**back** 9:25  
11:23 21:4,5



<p><b>balancing</b> 42:19 59:5  <b>bands</b> 17:9                  23:13  <b>base</b> 16:25                  59:8  <b>based</b> 13:3                  20:15 24:24                  25:6,23 39:22                  56:1  <b>baseline</b> 40:2  <b>basically</b> 25:8                  29:24 30:14,23                  31:23 33:20                  50:9 53:18  <b>basis</b> 11:23                  12:16 14:13                  25:9 26:19                  35:6,23 36:1                  46:4 54:4  <b>Beck</b> 4:20                  51:25 52:1,5,                  11,13 54:17                  55:2,20 56:23  <b>before</b> 5:1                  10:21 24:14                  41:7 53:23  <b>begin</b> 12:17  <b>beginning</b> 37:1                  60:23  <b>behalf</b> 4:8,23                  57:23  <b>being</b> 9:20                  12:6,18 15:15,                  18,22 17:14                  27:7 41:17  <b>believe</b> 9:18                  18:15,23 19:6,                  7 20:19 25:24                  31:18 32:12                  38:25 39:2                  41:9 43:4,5                  44:22 47:2,5                  50:21,25 54:13                  55:25 60:1</p>	<p><b>believed</b> 54:6  <b>believes</b> 37:8  <b>benefits</b> 54:7                  60:17,19  <b>best</b> 30:19  <b>better</b> 48:24  <b>between</b> 22:16                  23:14 36:3                  44:17 47:12                  59:7  <b>bit</b> 10:1 15:6                  16:15  <b>born</b> 59:4  <b>borrowing</b>                  27:9  <b>both</b> 28:20                  29:22 30:24                  31:14 33:21                  35:8 49:8,22                  61:7 64:22  <b>bottom</b> 29:3  <b>Bridger</b> 26:19  <b>bridging</b> 25:13  <b>brief</b> 50:6                  53:18 58:19  <b>briefly</b> 32:5                  50:3 54:24  <b>briefs</b> 41:17  <b>bring</b> 11:23                  14:18 21:19                  23:24  <b>broad</b> 8:25                  10:3 12:1 30:2                  45:16  <b>bullet</b> 7:24,25  <b>bunch</b> 34:13,                  18 62:9  <b>burdening</b>                  59:22  <b>buy</b> 43:16</p> <hr/> <p style="text-align: center;"><b>C</b></p> <hr/> <p><b>calculate</b> 43:12</p>	<p><b>calculated</b>                  36:9  <b>calculation</b>                  22:13,18                  30:13,24 31:22                  39:14 40:1                  44:9,10 45:17  <b>calculations</b>                  30:15 31:1                  36:4 44:4  <b>California</b>                  10:14  <b>call</b> 5:7 27:23                  48:3 51:25  <b>called</b> 5:15                  15:19 28:5                  48:10 52:6                  57:17 62:7,10  <b>calls</b> 47:11                  57:11  <b>came</b> 24:6 35:3                  37:18 43:15  <b>can't</b> 21:14                  64:3  <b>cannot</b> 61:1  <b>cap</b> 40:2,3  <b>capacity</b> 6:3                  28:17  <b>caps</b> 23:16                  39:21  <b>careful</b> 62:20  <b>case</b> 16:19                  19:3,11 20:12                  23:22 29:23                  41:25 42:3                  47:23  <b>cases</b> 12:19,20                  61:7  <b>causation</b>                  12:10 50:16  <b>cause</b> 49:7                  52:25 53:1                  58:4  <b>caused</b> 35:24                  59:17</p>	<p><b>causes</b> 59:10  <b>center</b> 16:16  <b>certain</b> 8:19                  10:16 34:3,17  <b>Certainly</b> 19:17  <b>Chair</b> 57:1                  64:19  <b>Chairman</b> 4:7                  8:15 18:3                  29:18 33:3                  48:2 51:20                  57:10 58:13  <b>challenge</b>                  19:20 22:20                  26:9  <b>challenges</b>                  11:7  <b>challenging</b>                  56:15  <b>change</b> 16:7,                  11 24:2,3                  31:12,17 34:5                  43:23 44:7,12                  55:5,22 62:23                  63:1  <b>changed</b> 38:6                  47:13  <b>changes</b> 12:25                  13:5 15:23                  16:2,4 20:23                  44:16 53:25                  58:11  <b>changing</b> 16:7                  34:15,16 44:10  <b>characterizatio                  n</b> 47:20  <b>characterized</b>                  35:8  <b>charges</b> 47:16  <b>chief</b> 47:23  <b>choose</b> 19:4  <b>chose</b> 21:19  <b>circumstance</b>                  55:21</p>	<p><b>circumstances</b>                  56:1 61:1  <b>cited</b> 42:4  <b>clarification</b>                  57:2  <b>clarify</b> 25:5  <b>Clark</b> 8:16                  20:3,4,22                  21:21 24:12                  29:19 46:16,17                  51:13,14                  56:10,11  <b>Clark's</b> 24:25  <b>class</b> 12:7  <b>clauses</b> 19:12  <b>clean</b> 11:16                  25:14,15,21  <b>clearly</b> 20:25  <b>climb</b> 46:21  <b>close</b> 26:18                  41:14  <b>closer</b> 48:22  <b>closing</b> 41:17  <b>coincident</b>                  15:23 16:3                  24:5 34:15  <b>color</b> 44:18  <b>come</b> 9:6 10:25                  17:6 19:8 30:7,                  17 31:24 34:6,                  11,19,23 35:1,                  25 37:15 40:14  <b>coming</b> 30:10  <b>comments</b>                  18:11,13,16                  20:13,16 32:3  <b>commission</b>                  6:16 13:3                  17:13,20                  18:12,16 19:2,                  16 20:14,21                  29:17 31:10                  32:7,14,20                  41:6 42:1,17,                  23 43:18 47:2,</p>
--	---	--	---	---

9 49:8 50:12, 14 51:3 53:2, 17 54:18 58:23 60:3,5 62:24 <b>commission's</b> 12:21 24:18 41:24 <b>Commissioner</b> 20:2 24:15,25 46:15,18 51:11 56:8 62:19 <b>commissioners</b> 8:16 14:15 29:19 57:5 <b>commissions</b> 14:25 40:19 <b>common</b> 11:18 16:16 21:14,20 26:11 30:20 31:24 <b>companies</b> 12:9 <b>company</b> 8:17 10:12,18 11:11 12:9 14:17 16:13 17:15 25:22 26:22 27:7 33:9 34:8, 11 36:4 37:9 39:3 45:19,20 49:4 54:2 <b>company's</b> 8:18,20 14:11 25:16 26:8 32:6 50:7 55:4 <b>comparable</b> 25:9 <b>comparing</b> 22:15 <b>complete</b> 55:14 64:10 <b>completed</b> 20:9 <b>completely</b> 47:7	<b>compliance</b> 26:1 <b>component</b> 13:16 23:11 <b>components</b> 12:24 13:7,12 19:9,12 34:17 <b>compromise</b> 35:2 40:15 46:8,10 52:23 <b>concept</b> 38:6 <b>concerned</b> 27:11 <b>conclude</b> 17:12 32:17 50:25 <b>concludes</b> 17:16 24:12 47:22 60:7 <b>conclusions</b> 46:23 <b>condition</b> 19:3, 6,11 62:24 <b>conditions</b> 63:25 64:25 <b>conflate</b> 62:21 <b>consequences</b> 21:25 22:4,22 <b>Consequently</b> 60:3 <b>consider</b> 10:6 13:6 17:14 32:15 <b>considerably</b> 47:17 <b>consideration</b> 14:6 24:1 <b>considered</b> 13:16 31:19 45:16 <b>consistent</b> 30:7 34:19 37:10,16,20 38:1,19 39:1,6 40:21 42:14	43:5 50:16,17 55:12 <b>consistently</b> 17:4 42:20 <b>consolidated</b> 43:14 <b>consolidating</b> 30:6 <b>construe</b> 32:3 <b>consulting</b> 58:2 <b>Consumer</b> 4:19,21 9:10 18:19 52:7,14 59:2 <b>Consumers</b> 18:20 <b>contained</b> 49:17 61:24 <b>contemplated</b> 38:20 <b>contemplates</b> 64:13 <b>contested</b> 18:21 <b>contesting</b> 19:21,24 <b>context</b> 25:17 <b>continue</b> 9:16 14:12 21:3,8, 11,13,18 25:20,24 26:24 27:3 39:17,20 40:5,7,10 54:3 55:25 56:18 64:14 <b>continued</b> 11:11 <b>continues</b> 39:18 <b>continuing</b> 20:4 25:18 <b>contracts</b> 13:14 31:4	<b>control</b> 21:12 26:10,12,13,20 <b>Copper</b> 32:2 <b>copy</b> 7:9 8:7 41:21 <b>Corp</b> 42:18 <b>correct</b> 18:7,25 19:25 33:10, 11,13,14 34:3 36:18 37:3,4, 13 38:3,7,8,15, 16,23,24 39:7, 8,19 40:9,22 43:8 44:15,24 45:18,24 49:12,13 <b>correcting</b> 30:6 <b>correction</b> 6:17,19,25 7:5, 6 8:13 29:2,5 53:8 <b>corrections</b> 28:25 49:14 <b>correctly</b> 37:23 46:3 <b>cost</b> 7:11 8:3 10:6 11:8 12:7, 10 14:13 16:12 17:2 21:23 22:8,18 26:23 27:2 31:13,22 32:9 33:13,18, 19,22 37:10,20 38:1 50:16 54:5 59:4,8,11 61:5,12 <b>costs</b> 11:18 12:6,9,11 13:11,13 22:14,17 27:11,12 31:13 34:9,12 39:4, 25 59:14,21, 24,25 61:4,8	<b>counsel</b> 4:9, 16,19 <b>count</b> 30:25 <b>course</b> 49:1 52:15 <b>cover</b> 27:8 <b>covering</b> 27:11 <b>covers</b> 9:21 14:11 <b>CP</b> 24:4 63:9 <b>CPS</b> 24:2 35:17 43:13 <b>crafted</b> 52:24 <b>create</b> 49:7 53:1 <b>created</b> 35:16 36:5,16 53:1 <b>creates</b> 36:12 59:24 <b>creating</b> 11:7 33:24 <b>cross-</b> <b>examination</b> 17:19 18:4 32:20 33:4 51:3 54:18,25 60:9,12 <b>culminates</b> 8:23 <b>cumbersome</b> 56:15 <b>current</b> 10:15 25:15,19 31:15 39:22 40:12 60:25 <b>currently</b> 33:15 36:9 59:5 60:6 63:9 <b>customer</b> 6:21, 22,24 7:9,12, 13,14 8:4 <b>customers</b> 6:23 7:12 8:5 14:4 18:21 31:18 54:5,7
---	--	---	--	---

59:23 <b>cut</b> 47:9	<b>demonstrate</b> 50:19 <b>denial</b> 63:12 64:1 <b>deny</b> 58:23 60:3 <b>depending</b> 22:9 40:16 <b>describe</b> 30:23 <b>described</b> 34:13 <b>designed</b> 34:19 47:8 <b>desired</b> 64:5 <b>detail</b> 35:11 <b>determination</b> 20:7 <b>determinations</b> 17:8 <b>develop</b> 37:10, 19 <b>development</b> 32:10 <b>difference</b> 22:15 33:24 47:12 59:7,10 <b>differences</b> 15:10 35:17,24 38:12 40:20 <b>different</b> 7:17 15:7 30:6 33:15 34:14 35:16 36:17 40:22 43:13 44:2 52:20 <b>differential</b> 17:2 21:23 22:8,18 31:23 33:13,18,20,22 <b>differing</b> 7:22 16:14 33:12 59:17 <b>diligently</b> 56:19	<b>direct</b> 5:18 6:23 7:13 13:22,24 14:1 28:8,20 29:4,9, 22,24 31:7,9 48:13 49:8,11, 22 52:9 53:1, 10 57:20 58:5 60:5 <b>director</b> 4:11, 20 28:19 52:14 <b>directs</b> 21:1 <b>disagree</b> 46:23 47:1 <b>disagreement</b> 47:1 <b>disappointmen t</b> 55:13 <b>discussed</b> 29:21 30:4 52:17 54:2 <b>discussing</b> 44:16 <b>discussion</b> 35:12 54:11 <b>discussions</b> 9:5 12:3,17 15:21 21:8 24:1 34:18 35:9 36:22 55:7,14 <b>disinclined</b> 35:10 <b>distribution</b> 13:13 <b>divert</b> 44:7 <b>division</b> 4:15 6:5 9:9 17:23 32:23 48:3,10, 18 50:11 51:21 59:1 <b>divisional</b> 11:14 21:9 26:19	<b>docket</b> 4:4 8:20 13:4 41:24 42:16 49:5 58:5 <b>document</b> 15:17 19:9 50:5 61:11 <b>Dodge</b> 4:23 18:2,3,5 20:1 24:21,24 33:2, 3,5 44:24 45:3, 8 46:14 51:9, 10 54:23,24 55:1,15,20 56:7 57:9,10, 21 58:13,18 60:8 62:18 <b>Dodge's</b> 24:16 62:21 <b>dollar</b> 22:15 24:8 36:12 44:21 46:4,7 63:19 <b>dollars</b> 16:23 43:8,20,25 59:16 <b>done</b> 31:24 35:17 36:19 40:14 57:6 <b>down</b> 24:6 39:24 46:21 <b>DPU</b> 16:5 49:10 <b>drive</b> 12:3 <b>driving</b> 27:12 <b>duly</b> 5:16 28:6 48:11 52:7 57:18 <b>duplicating</b> 29:21 <b>durable</b> 11:1,4 <b>duration</b> 23:8 <b>during</b> 17:10 25:13 29:25 30:1 36:22	42:25 52:23 55:6 <b>duties</b> 52:15 <b>dynamic</b> 23:5, 13,22 33:23 38:6 39:17,20 40:9 59:15
<hr/> <b>D</b> <hr/> <b>Daniel</b> 4:8 <b>date</b> 10:22 <b>day</b> 30:9 34:20 37:17 <b>days</b> 41:18 <b>deal</b> 5:1 15:14 <b>debt</b> 27:8,9 <b>December</b> 8:22 10:19,21 12:20 17:16 <b>decide</b> 64:17 <b>decided</b> 30:18 34:23 35:1 <b>decision</b> 14:22 15:2,4 18:17 19:18 20:10, 15,16,17 21:1 23:10 32:8 41:14 <b>decisions</b> 47:3,7 50:23 <b>decline</b> 20:22 <b>deem</b> 15:1 <b>deferral</b> 16:20 <b>deferrals</b> 16:22 17:8 <b>define</b> 44:2 <b>defined</b> 30:23 31:5 44:2 60:7 63:8,9 <b>definitely</b> 10:22 46:9 <b>definition</b> 22:17 44:9 <b>definitions</b> 44:4 <b>demand</b> 15:23 16:4 24:3 34:16 43:13 63:10	<hr/> <b>E</b> <hr/> <b>EA</b> 61:7 <b>each</b> 14:16 15:9,15,18 16:11,14,15 23:20 25:9 41:1 49:18 59:18 <b>earlier</b> 39:2,14 63:21 <b>eastern</b> 26:12 <b>easy</b> 12:12 51:18 <b>EBA</b> 42:22,23 55:5 63:6 <b>ECD</b> 17:5,10 21:22 22:23 23:3,5,7,12,23 25:6 31:23 33:18 34:5 35:16,24 36:5, 11,17 38:6,14 39:14,17,18, 20,23 40:6,9 <b>edits</b> 49:14 <b>efforts</b> 56:13 <b>eighty</b> 7:20 <b>either</b> 23:3 24:20 49:15 57:5 <b>electric</b> 59:18 <b>elects</b> 7:9 <b>eligible</b> 6:21, 22,24 7:9,11, 13,15 8:4 14:4 <b>eliminated</b>			

<p>22:5  <b>eliminating</b>                  21:24  <b>embedded</b>                  17:2 21:22                  22:8,18 31:22                  33:13,18,19,22  <b>employed</b> 6:2,                  4 28:16,18  <b>encourage</b>                  32:14  <b>end</b> 10:22 16:2                  21:17 23:21                  30:9 34:20                  37:17 52:23                  57:2  <b>ended</b> 30:9                  34:1,20  <b>energy</b> 15:23                  16:4 18:20                  24:3 34:16                  42:19 43:14                  48:19 58:1                  59:5 63:10  <b>ensure</b> 42:24  <b>enter</b> 49:21  <b>entered</b> 27:18,                  20 29:13 50:1                  53:14 58:17,25  <b>entire</b> 42:2  <b>environmental</b>                  18:22 34:22  <b>EPA</b> 11:16  <b>equalization</b>                  13:17 15:19                  16:17 17:6                  23:19 25:5                  30:14 31:21                  34:2,5 35:3,4,                  14,25 37:14,19                  39:9 44:11                  50:20 60:20                  63:16  <b>equitable</b> 9:16                  12:8</p>	<p><b>equivocation</b>                  63:11  <b>especially</b>                  19:20 24:11                  52:22  <b>essentially</b>                  25:13 53:22  <b>establish</b> 15:1                  16:25  <b>established</b>                  10:3,9 11:22                  12:2 17:9                  20:20  <b>establishes</b>                  14:15 15:5  <b>establishment</b>                  10:11  <b>evaluate</b> 11:11                  21:1,3 25:21                  26:24  <b>even</b> 39:19                  40:8,10  <b>events</b> 14:6  <b>every</b> 33:23  <b>everybody</b>                  30:19 39:11                  43:16  <b>everybody's</b>                  36:8  <b>everyone's</b>                  57:6  <b>evidence</b> 20:15  <b>EXAMINATION</b>                  5:18 25:3 28:8                  45:13 48:13                  52:9 55:18                  57:20  <b>examined</b> 5:16                  28:6 48:12                  52:8 57:18  <b>example</b> 39:16  <b>exhibit</b> 6:12                  13:9 27:17                  31:6 49:10                  58:5,14</p>	<p><b>exhibits</b> 28:23                  49:10  <b>exist</b> 20:6  <b>existing</b> 9:3  <b>expansion</b>                  25:15  <b>experienced</b>                  21:25  <b>expire</b> 10:17  <b>explain</b> 45:4  <b>explained</b> 45:7  <b>explains</b> 9:23                  31:3  <b>explore</b> 35:13  <b>express</b> 56:17  <b>extended</b>                  14:24 30:11  <b>extension</b>                  12:22  <b>extent</b> 35:22,                  24 39:1  <b>extreme</b> 23:21</p> <hr/> <p style="text-align: center;"><b>F</b></p> <hr/> <p><b>facilities</b> 7:11                  8:3  <b>fact</b> 35:14 36:2                  55:22  <b>factors</b> 30:24                  44:13 53:24  <b>fair</b> 24:9 32:11                  35:20  <b>fairly</b> 38:21                  40:2  <b>fairness</b> 46:24                  47:12  <b>familiar</b> 13:3  <b>far</b> 39:24 46:21  <b>fashion</b> 64:14  <b>favor</b> 53:19  <b>favored</b> 19:12  <b>FERC</b> 30:25  <b>few</b> 41:18 49:1                  53:20</p>	<p><b>file</b> 6:11 28:20  <b>filed</b> 8:22                  10:18,21 12:20                  18:6 20:13,16                  29:1,22 31:7                  32:15 38:11,17                  41:4,7,11,17                  50:12 58:4                  64:16  <b>filings</b> 15:9  <b>fill</b> 31:24 35:15                  36:1,16 59:16  <b>final</b> 38:4,8  <b>finally</b> 54:8  <b>find</b> 11:9 21:14                  26:24 27:2  <b>finding</b> 24:7  <b>fine</b> 24:20 25:2  <b>firm</b> 58:2  <b>first</b> 5:7,16                  10:8 14:17                  19:17 27:10                  28:6 36:5 37:5,                  8 42:11 48:11                  52:7 57:18  <b>fix</b> 23:2 34:5                  35:6  <b>fixed</b> 23:3,8                  33:18,22 38:14  <b>flexibility</b> 12:7  <b>floors</b> 39:21  <b>fluctuation</b>                  22:21  <b>fluctuations</b>                  59:11  <b>flux</b> 25:14  <b>focused</b> 15:25  <b>follow</b> 18:15  <b>following</b>                  14:21  <b>follows</b> 5:17                  28:7 48:12                  52:8 57:19  <b>footnote</b> 29:3</p>	<p><b>forecast</b> 23:1  <b>forgot</b> 24:15  <b>form</b> 25:24                  39:17 64:16  <b>forthcoming</b>                  20:11  <b>forum</b> 14:16  <b>forward</b> 11:5                  14:18 19:8                  25:22 54:10,11                  63:17 64:5  <b>foundation</b>                  12:17  <b>four</b> 7:20 10:12                  30:22  <b>frame</b> 20:18  <b>framework</b>                  38:11  <b>front</b> 54:2  <b>full</b> 42:5,6                  50:13 52:11                  57:22  <b>fully</b> 20:13                  52:19 59:6,20  <b>further</b> 20:1                  45:10 46:11                  51:1,19 54:15                  55:15 56:19,24                  57:5 62:11  <b>future</b> 14:6</p> <hr/> <p style="text-align: center;"><b>G</b></p> <hr/> <p><b>gain</b> 13:20  <b>gap</b> 35:6,16                  40:18  <b>Gary</b> 4:23  <b>gave</b> 34:8  <b>General's</b> 4:14  <b>generally</b> 13:2                  16:10 22:7                  37:10,20 38:1,                  19 39:6 40:21  <b>generating</b>                  59:12</p>
--	--	--	--	--

<p><b>generation</b> 13:12 22:11, 14,16,17 31:13 54:3 59:11,14, 24 <b>generic</b> 38:11 <b>getting</b> 23:17 38:12 41:14 <b>give</b> 45:9 57:22 <b>given</b> 19:20 41:5 60:25 <b>giving</b> 9:25 30:25 <b>goal</b> 9:19 38:25 39:5 <b>gone</b> 50:7 <b>good</b> 4:3,7,13 5:20 8:15 28:10,11 29:18 33:6,7 48:15 50:8 56:3 <b>governance</b> 14:14 <b>great</b> 27:1 <b>greater</b> 14:9 26:12,18 39:19 40:8 <b>greatest</b> 23:12 <b>grew</b> 22:17 <b>group</b> 9:1 10:3, 4 12:2,3 18:22 30:3 58:3 <b>grow</b> 39:19,21 40:7,10 <b>growing</b> 22:8, 19 23:1 <b>guess</b> 21:16 62:24 64:10,24</p> <hr/> <p style="text-align: center;"><b>H</b></p> <hr/> <p><b>half</b> 23:14 <b>hand</b> 26:21 <b>handled</b> 14:2,5 15:7,15</p>	<p><b>happen</b> 13:23 14:6 64:8 <b>happens</b> 40:13 <b>hard</b> 35:7 <b>harder</b> 22:25 <b>hate</b> 26:7 <b>having</b> 5:16 12:10 24:2 28:6 48:11 52:7 55:13 57:17 <b>hear</b> 45:8 <b>heard</b> 45:9 55:13 <b>hearings</b> 20:9 30:1 41:12 <b>held</b> 14:16 20:10 30:3 41:13 52:23 <b>help</b> 12:2 35:15 40:15,17 <b>helping</b> 23:24 <b>here</b> 4:3 8:17 24:11 47:7 48:23 52:17 53:18 58:9 <b>higher</b> 47:17 <b>history</b> 10:1 38:9 <b>holders</b> 56:16 <b>holding</b> 19:11 <b>hole</b> 16:13 22:24 33:10 34:3,4 35:20, 23,24 36:1,4, 12,13,16 40:7, 11 46:22 59:17 <b>honestly</b> 64:4 <b>hour</b> 22:15 <b>however</b> 44:18 63:8 <b>hundred</b> 34:9 39:12 <b>Hunter</b> 26:16</p>	<p><b>Huntington</b> 26:16 <b>hydro</b> 22:16 31:13 60:18 61:5,12,20 63:7 <b>hydro-related</b> 31:17 61:4,8, 15,25 62:3,6 <b>hydroelectric</b> 59:12</p> <hr/> <p style="text-align: center;"><b>I</b></p> <hr/> <p><b>Idaho</b> 9:12 17:3 18:11,12, 13,15 19:21 20:12 23:4,6,9 38:14,16 41:11 <b>identically</b> 31:14 <b>identified</b> 11:13,24 12:4 19:13 <b>identifies</b> 14:25 <b>identify</b> 10:25 11:3 13:5 <b>identifying</b> 16:1 30:14 <b>immediate</b> 47:8 <b>immediately</b> 47:13 <b>impact</b> 16:12 26:22 31:19 39:24 <b>impacted</b> 27:6 <b>impacting</b> 11:18 27:12 <b>impacts</b> 11:8, 16 21:1 <b>implement</b> 16:19</p>	<p><b>implementatio</b> <b>n</b> 25:22 <b>implemented</b> 13:25 15:11 16:18 38:22 <b>implementing</b> 13:24 <b>implications</b> 26:4 <b>implicit</b> 61:13 <b>important</b> 37:8 <b>impose</b> 40:19 <b>improvement</b> 54:13 <b>inaccurate</b> 35:10 <b>inaccurately</b> 47:3 <b>inclined</b> 41:8 <b>include</b> 54:1 <b>included</b> 33:17 38:2,5 49:10 61:14 <b>includes</b> 43:24 54:9 <b>including</b> 14:3 31:13 58:24 60:4 <b>incorporated</b> 13:15 19:9 <b>incorporates</b> 15:18 <b>incorrectly</b> 47:5 <b>increased</b> 44:5 <b>incurred</b> 34:12 39:4 <b>indicate</b> 27:19 37:5 49:25 53:13 58:16 <b>indicated</b> 19:19 20:12 <b>indication</b> 58:16 62:22</p>	<p><b>indications</b> 5:5 <b>industrial</b> 18:20,21 <b>information</b> 11:24 <b>initial</b> 5:25 14:18 15:8 <b>initially</b> 15:20 <b>input</b> 15:3 <b>inputs</b> 16:8 53:24 <b>insert</b> 8:4 <b>instance</b> 5:15 28:5 48:10 52:6 57:17 <b>instead</b> 22:25 26:15 29:4 53:25 <b>instituted</b> 10:2 <b>insulates</b> 50:22 <b>integrated</b> 54:4,6 <b>intent</b> 9:16 34:6 55:4 <b>inter-</b> <b>jurisdictional</b> 10:4 <b>interest</b> 9:18, 20 17:15 19:16 24:9 32:12 50:24 54:11 64:6 <b>interested</b> 40:25 <b>interests</b> 56:19 <b>interim</b> 11:10, 21 34:24,25 35:23 <b>interruption</b> 8:10 <b>intervention</b> 58:3 <b>into</b> 5:2 9:5 10:20 15:16,18</p>
---	---	--	--	---

19:9 21:10,19 23:15 24:1 27:18 30:15 35:10 43:16 49:23 58:25 63:2,5 <b>introduces</b> 9:23 <b>investments</b> 22:10,11 <b>involved</b> 6:8 <b>involves</b> 56:15 <b>issue</b> 16:24 35:12 46:21 <b>issued</b> 47:2 <b>issues</b> 9:2,17 10:5 11:6,12, 17 24:6 27:1 32:5 36:24 <b>item</b> 30:12 <b>items</b> 11:7	<b>Justin</b> 4:13 <hr/> <b>K</b> <hr/> <b>Kennecott</b> 32:2 <b>kick</b> 16:22 <b>kind</b> 9:21 12:17 16:25 53:7 <b>known</b> 55:9 <hr/> <b>L</b> <hr/> <b>L-a-r-s-e-n</b> 6:1 <b>language</b> 8:2 32:6,7 <b>large</b> 42:6 <b>largely</b> 14:5 22:9 <b>Larsen</b> 4:10 5:8,10,14,24, 25 17:18 18:6 29:19 30:5 32:14 34:13 35:8 38:9 41:11 <b>Larsen's</b> 27:17 31:6 <b>last</b> 9:6 20:10 30:1 36:23 39:18 41:13 43:19 50:10 56:12 60:23 <b>least</b> 14:13 34:1 35:13 37:9 39:3 40:15 42:10 54:5 <b>leave</b> 14:4 <b>leaves</b> 14:5 33:9 <b>leaving</b> 33:20 61:4 <b>led</b> 6:8 10:9 15:10 49:3	<b>legislation</b> 34:23 <b>legislatively</b> 55:4 <b>lengths</b> 27:2 <b>less</b> 14:9 47:17 <b>let</b> 29:11 42:13 63:20 <b>Levar</b> 4:3,7,12, 17,22,25 5:4, 10,13 7:4,8,16, 20 8:1,6,9,15 17:21,25 18:2 20:2 24:14,20 25:1,11 26:3 27:14,19,25 28:3 29:11,18 32:22,25 33:2 45:1,11 46:13, 15,18,20 47:21,24 48:1, 5,8,20,22,24 49:24 51:5,7,9, 11,13,15,18,23 52:1,4 53:12 54:19,21,23 55:16 56:4,6,8, 10,22,25 57:1, 4,9,12,15 58:15 60:10 62:12,15,17,19 64:9,19 <b>levelized</b> 39:24 <b>like</b> 5:7 6:15 17:2 22:2 24:19 27:23 29:8,16 46:20, 25 48:3,21 49:15 50:3,15 51:24 55:9 61:21 64:21 <b>line</b> 6:20 7:5, 10,15,16,18,22 8:6 16:25 30:12 36:3,5,	13,14 37:1 42:8 60:17,23 <b>lines</b> 50:10 <b>little</b> 9:25 16:15 20:5 22:3 48:22 <b>lived</b> 50:22 <b>load</b> 14:9 <b>local</b> 58:2 <b>locked</b> 23:9 <b>long</b> 41:15 63:6 <b>looked</b> 15:22 41:3 <b>looking</b> 7:5 10:4 11:15 15:21 25:23,25 34:10,15 47:11 <b>looks</b> 48:21 <b>loss</b> 13:20 14:9 <b>lot</b> 22:21 24:6 30:2,4 36:21 43:11 44:2 <hr/> <b>M</b> <hr/> <b>M-c-d-o-u-g-a-l</b> 28:15 <b>made</b> 14:23 15:9 22:10 35:4 <b>magnitude</b> 44:19 <b>main</b> 16:24 <b>maintain</b> 12:5 <b>make</b> 15:4 18:17 19:18 20:16 32:8 49:15 57:1 <b>making</b> 50:23 <b>manager</b> 48:18 <b>many</b> 30:4 52:22 56:16 <b>March</b> 14:23 53:2	<b>mass</b> 25:23 <b>match</b> 42:22 <b>matter</b> 4:4 40:13 <b>matters</b> 5:1 <b>may</b> 4:1 7:18 13:23 22:6 40:21 56:12 <b>maybe</b> 7:5 24:21 48:22 <b>Mcdougal</b> 4:11 22:6 27:23,25 28:4,10,14 29:15 32:19 33:6 35:7 37:1 41:19 44:22,25 47:24 <b>Mcdougal's</b> 29:9 <b>mean</b> 25:17 40:6 <b>meaning</b> 32:4 <b>means</b> 43:12 <b>meant</b> 23:5 <b>mechanism</b> 55:5 <b>mechanisms</b> 16:20 <b>meet</b> 25:25 <b>meeting</b> 14:21 <b>meetings</b> 9:5 20:15 30:3 52:20,22 <b>megawatt</b> 22:15 <b>memory</b> 42:14 <b>mentioned</b> 29:22 30:5 36:21 41:11 43:10 45:15 47:6 <b>merger</b> 46:24 47:18 50:15 <b>method</b> 10:15 12:11 14:20
<hr/> <b>J</b> <hr/> <b>J-e-f-f-r-e-y</b> 5:25 <b>January</b> 12:20 14:16,17,22 <b>Jeffrey</b> 4:10 5:7,14,24 <b>Jetter</b> 4:13 17:22,23 32:22,23 48:1, 2,14 49:1,21 50:2,3 51:1,19, 20 54:21,22 62:12,13 <b>job</b> 50:8 <b>July</b> 20:18 <b>jurisdiction</b> 16:11 25:9 <b>jurisdictions</b> 10:5,13 15:1 18:7				

23:22,23 30:7, 8,20 31:20 32:10 33:15 34:20 37:19 43:4,7,9,15 50:14 53:23 59:15 60:6 61:4 63:8 <b>methodologies</b> 15:21 26:25 37:11,21 38:1, 20 39:7 <b>methodology</b> 10:23 11:15 12:19,23 17:9 21:12 23:4 24:7 26:10 31:15,25 34:7, 10 36:20 37:16 40:12,13,17 42:21,25 <b>methods</b> 30:6 36:22 47:14 59:17 <b>Michelle</b> 4:20 51:25 52:5,13 <b>microphone</b> 48:20 <b>middle</b> 5:25 <b>midpoint</b> 23:24 <b>might</b> 7:19 55:12 62:4 <b>million</b> 23:14, 15 36:12 43:7, 10,19,25 44:21 46:5,7 59:16, 23 63:18 <b>mind</b> 20:24 <b>mine</b> 32:13 <b>minor</b> 29:2 39:8,10,12 <b>misalignment</b> 59:25 <b>misaligns</b> 59:4	<b>Miss</b> 52:1,11 54:17 55:20 56:23 <b>missing</b> 7:14 <b>mitigated</b> 22:4 <b>mitigating</b> 21:24 <b>modification</b> 53:8 <b>modifications</b> 9:3 12:25 <b>modified</b> 18:15 <b>modify</b> 64:6, 14,16 <b>moment</b> 13:18 <b>monetary</b> 54:1 <b>Monsanto</b> 18:13 <b>months</b> 24:5 <b>more</b> 11:1,4,20 20:5 22:3,7,10 23:16,24 34:23 47:19 <b>morning</b> 4:3,7, 13 5:20,21 8:15,17 28:10, 11 29:18 33:6, 7 48:15 50:21 <b>most</b> 29:20 <b>Mountain</b> 4:5,8 5:6,15 6:4 27:22 28:5,18 47:23 58:23 <b>move</b> 25:22 27:16 29:8 40:16 49:21 54:11 58:13 60:19 <b>moves</b> 23:20 <b>moving</b> 16:15 23:6 54:10 <b>MSP</b> 10:2,3 21:7 25:17 29:25 42:24 44:13 52:17	56:2 <b>much</b> 36:13 40:11 61:23 63:2,4 <b>multi-</b> <b>jurisdictional</b> 9:17 10:7 <b>multi-state</b> 8:25 56:14,20 <b>multiple</b> 43:17 <hr/> <b>N</b> <hr/> <b>N-e-a-l</b> 58:1 <b>name</b> 5:22,24 28:12,14 48:16,17 52:11,13 57:23,25 <b>narrow</b> 40:3 <b>nations</b> 19:12 <b>nature</b> 21:2 22:3,13 30:18 34:21 35:2 54:9 <b>Neal</b> 4:24 57:11,16,25 <b>nearly</b> 39:22 <b>necessary</b> 15:2 19:6 <b>need</b> 14:22 19:11 35:13 <b>needed</b> 10:22 <b>negative</b> 46:2 <b>negotiate</b> 40:25 <b>negotiated</b> 15:6,15 19:8 25:7 30:16 31:23 32:6 36:20 41:3,10 <b>negotiation</b> 37:18 <b>negotiations</b> 6:8 15:9 33:25	49:3 52:16 56:1 <b>net</b> 26:22 36:14 59:7,8,21 61:5 <b>neutral</b> 14:6 <b>new</b> 10:23 13:15 14:19,20 19:7 <b>next</b> 21:20 40:15,17 41:18 <b>nobody</b> 41:12 44:12 <b>non-cost-</b> <b>based</b> 43:24 <b>normalized</b> 59:8 <b>Northwest</b> 18:22 <b>note</b> 42:8 <b>noted</b> 39:13 <b>nothing</b> 36:23 56:24 62:2 <b>notice</b> 42:1 <b>notion</b> 62:22 <b>notwithstandin</b> <b>g</b> 25:18 <b>number</b> 7:25 9:7 11:6,7,11 12:2 14:18 15:10,22 16:3 23:8 25:7 27:1 34:15 46:8 47:10 <b>numbers</b> 7:16, 22 22:7 40:5 45:16 61:14, 15,17 62:5,9 <b>numeral</b> 32:5 <b>numerous</b> 50:14 <hr/> <b>O</b> <hr/> <b>objection</b> 27:19 29:12	49:25 50:1 53:13 <b>objective</b> 32:9 <b>objects</b> 53:12 58:15 <b>obligations</b> 26:1 27:8 61:3 <b>occasion</b> 52:16 <b>occupation</b> 48:16 <b>occurred</b> 9:6 29:25 <b>occurring</b> 34:21 <b>off</b> 16:22 39:24 <b>offer</b> 58:21 <b>office</b> 4:14,19, 20 9:9 18:1,19 33:1 51:24 52:6,12,14,15, 19 54:6 55:3, 25 59:1 <b>office's</b> 53:19 55:23 <b>old</b> 44:19 <b>Olsen</b> 4:18 17:25 18:1 32:25 33:1 51:7,8,23,24 52:10 53:10, 15,16 54:17 55:16,17,19 56:5,23,24 62:15,16 <b>one</b> 6:11,17,25 12:22 14:17,24 20:15 21:6 23:21 24:24 25:12 26:3,21 29:2,5 38:6,16 42:3,11 46:20 47:6 53:18 55:2,17 59:10
--	---	--	--	--

<p><b>ones</b> 52:23  <b>ongoing</b> 25:18  <b>only</b> 27:3,14  35:19 51:21  59:13  <b>operate</b> 54:3  <b>operation</b>  50:18  <b>opinion</b> 59:20  <b>opportunity</b>  34:8,11 39:3  49:2 56:12,21  57:2  <b>opposing</b> 18:9  41:12  <b>Option</b> 64:25  <b>options</b> 15:22  26:24 30:4  34:14 63:24  64:22  <b>order</b> 15:4  19:3,7 38:4  42:22  <b>orders</b> 38:8  47:2  <b>Oregon</b> 9:12  13:25 18:20  19:23 20:8  23:11 33:21  38:5 39:15,16,  20 40:1,7,13  41:12,16  <b>Oregon's</b> 17:9  <b>original</b> 23:7  34:6 50:15  <b>originally</b>  33:17 38:17  <b>other's</b> 41:1  <b>others</b> 26:19,  22  <b>outcome</b> 15:25  19:4 24:9 56:3  <b>outcomes</b> 16:6  45:23 64:3</p>	<p><b>outline</b> 13:10  <b>outlined</b> 16:18  <b>outlines</b> 14:14  15:17  <b>over</b> 8:24 9:6  14:14 22:8,19  23:1,6 30:1  40:15 43:19  46:5 47:10  50:7 64:20  <b>overlaid</b> 23:25  <b>overpay</b> 26:21  <b>own</b> 12:5,7</p> <hr/> <p style="text-align: center;"><b>P</b></p> <hr/> <p><b>Pacific</b> 42:18  47:18  <b>Pacificorp</b> 6:4  58:25 59:18  64:17  <b>Pacificorp's</b>  42:18  <b>panel</b> 57:3  <b>paragraph</b>  13:19,21 14:8,  11,14 15:5  42:4  <b>paragraphs</b>  13:7,8,10  <b>part</b> 30:11,16  31:11 34:1,25  36:20 37:12  45:19 52:21  56:20 61:9  <b>partially</b> 35:20  <b>participate</b>  49:2 52:16  <b>participated</b>  21:7 41:13  52:19  <b>participating</b>  8:24  <b>particular</b> 9:8  35:9</p>	<p><b>particularly</b>  8:25  <b>parties</b> 8:20,24  9:4,8,12,15  10:24 11:3,9  15:25 16:9  17:19 18:9,14,  18 19:8,10,21,  23 21:5 23:24  24:8 25:8  32:21 36:13,15  40:8 51:4 56:2,  13,16 62:8  63:22 64:11,20  <b>parts</b> 41:2  42:2,6  <b>party</b> 29:12  32:2 49:24  53:12 58:15  61:19 62:4  <b>past</b> 49:1  <b>pay</b> 26:11,12,  16 36:16  <b>payers</b> 59:5,9,  22 63:6  <b>paying</b> 26:15,  17  <b>peaks</b> 15:23  16:3 24:5  34:15  <b>pending</b> 20:11  <b>people</b> 35:18  <b>percent</b> 14:10  16:11 26:15,18  27:4 34:9 35:5  39:12 44:6,7  46:2,4,5 63:9  <b>percentage</b>  16:6 25:8  <b>period</b> 11:10  42:25  <b>permanent</b>  11:4 16:2  <b>personal</b> 56:17</p>	<p><b>personally</b>  52:22  <b>perspective</b>  42:9  <b>phrase</b> 7:8  <b>pick</b> 59:13,15  <b>pilot</b> 42:23,25  <b>place</b> 10:10  27:10 60:5  <b>plan</b> 11:16  25:15,16,21  54:3  <b>planning</b> 14:11  50:17  <b>plant</b> 22:12  <b>plants</b> 26:16  <b>pleased</b> 8:16  <b>plug</b> 34:2,4  35:20,23  <b>plus</b> 43:7,19  44:21  <b>point</b> 7:24 9:7  12:24 18:24  19:1 21:17  26:8 27:6 34:3  40:4,24 43:23  61:10  <b>polarized</b>  44:17  <b>portfolio</b> 54:5  <b>portion</b> 61:15  <b>position</b> 26:5  32:6 52:12  53:19 55:23  62:23 63:1,5  <b>positions</b> 56:2  <b>positive</b> 46:2  <b>possible</b> 37:18  39:1 61:22  <b>potential</b>  11:14,18 12:21  16:7 25:14  45:23 63:13,  21,23</p>	<p><b>potentially</b>  10:19 14:19  62:23  <b>Powell</b> 4:16  16:5 43:11  44:3 45:15  47:3 48:3,5,9,  15,17 49:22  51:2  <b>Powell's</b> 46:23  <b>power</b> 4:5,9  5:7,16 6:5  11:16 25:14,  16,21 27:23  28:6,18 47:18  59:7,8,21 61:5  <b>Power's</b> 47:23  58:23  <b>precise</b> 20:5  <b>predictability</b>  23:17  <b>prefiled</b> 7:1  49:18 60:14  <b>prejudgment</b>  14:7  <b>preliminary</b> 5:1  <b>premium</b> 46:24  47:12  <b>prepared</b> 6:14  29:16  <b>present</b> 8:20  <b>presented</b>  61:14  <b>president</b> 4:10  6:5,7  <b>pretty</b> 55:11  <b>previously</b>  13:16  <b>primarily</b> 10:13  <b>primary</b> 53:21  <b>principal</b> 58:1  <b>principles</b>  12:2,10 40:21  50:16</p>
--	--	--	---	--



<p><b>prior</b> 13:19 23:4 <b>pro</b> 59:6,14,21, 24 <b>probably</b> 16:24 26:18 27:9,10 41:15 <b>procedure</b> 18:16 44:20 <b>proceed</b> 8:14 64:18 <b>proceeding</b> 28:21 32:2 58:3 <b>proceedings</b> 19:5 20:6 42:19,21 <b>process</b> 8:25 9:15,21 10:1,2 11:1,2,22 12:1, 14 15:1,3 21:8 29:25 44:14 54:9 56:14 <b>produce</b> 60:2 <b>produced</b> 20:21 <b>project</b> 40:6 <b>projections</b> 39:23 <b>promote</b> 12:12 <b>proper</b> 27:2 <b>proposed</b> 9:2 14:19 35:15 <b>protect</b> 56:19 <b>protocol</b> 4:5 5:9 6:9,14 8:19,21 9:3,13, 19,24 10:9,10, 16 12:15,16, 23,25 13:4,9, 22 14:10,15 15:7,8,12,17 17:1,14 18:7, 10,25 21:18,24 22:1,5 23:5,7</p>	<p>29:20 30:1,22 31:10,12,15 32:12,15 33:8, 16,17,25 37:3 38:2,10,12,23 39:5 41:2 42:16 50:12,22 53:20,21,22 55:3 58:24 59:3,13 60:1, 18 61:1,11,16, 24 62:2,7,10 63:17 <b>provided</b> 50:4 <b>provides</b> 54:7 59:18 <b>provisions</b> 9:23 <b>prudently</b> 34:12 39:4 <b>public</b> 4:15 9:9,18,20 15:3 17:15 24:9 32:3,11 48:11, 18 50:24 54:10 59:1 <b>pull</b> 48:22 <b>purposes</b> 11:2 17:16 <b>put</b> 9:5 21:17</p> <hr/> <p style="text-align: center;"><b>Q</b></p> <hr/> <p><b>question</b> 21:21 24:24 25:12 27:15 37:22 40:4 44:23 45:2 51:8 56:11 63:21 64:20,24 <b>questions</b> 7:1 17:20,23 18:1 20:1,3 24:13, 16,18,25 29:6 32:20,23 33:1 45:10 46:12,</p>	<p>17,19 49:17 51:2,3,6,10,12, 14 53:4 54:18, 20,22 55:2,15 56:9 57:3,5 62:11,13,16,21 63:3,5,21 <b>quote</b> 37:1,6 42:9 <b>quoted</b> 42:11 44:3 46:1 <b>quoting</b> 41:20</p> <hr/> <p style="text-align: center;"><b>R</b></p> <hr/> <p><b>rabbit</b> 46:22 <b>raised</b> 35:12 <b>range</b> 15:22 16:6 23:16 45:16,22,25 46:1 64:3 <b>rata</b> 59:6,14, 21,24 <b>rate</b> 10:20 11:2 12:12 16:19 17:15 25:23 39:22 42:21 59:4,9,22 63:6 <b>rates</b> 47:16 53:22 54:14 59:8 60:2 <b>rather</b> 33:21 44:10 <b>rating</b> 27:6 <b>ratings</b> 27:9 <b>reach</b> 9:22 <b>reached</b> 8:19 9:7,8,14 12:14, 22 15:8 16:9 35:19 40:24 <b>reaches</b> 9:19 <b>reaching</b> 20:7 <b>read</b> 6:21 8:1 37:6,7,12,23 42:2,5,13 43:1</p>	<p>60:24 <b>reading</b> 42:15 63:2,4 <b>really</b> 8:23 10:2,6 11:3 12:16 13:10 15:25 16:25 20:12 22:23 24:6 32:10 34:4,6 35:4 37:13 38:24 45:7 47:4 50:9 <b>reason</b> 57:7 60:1 <b>reasonable</b> 32:11 37:10, 16,25 38:20 39:6 46:8,9 50:21 54:14 56:3 60:2 <b>reasonably</b> 37:20,25 <b>reasons</b> 42:10 53:21 <b>rebuttal</b> 28:20 29:2,4,9,23 31:8 32:1 36:3, 25 41:20 43:3 46:22 49:8,22 <b>recalculated</b> 33:23 <b>received</b> 18:11,13 <b>recognize</b> 25:13 56:14 <b>recommend</b> 54:12 58:22 60:3,5 <b>recommendati</b> <b>on</b> 63:12 <b>recommended</b> 31:10 <b>recommending</b> 18:12,14 50:11</p>	<p><b>record</b> 5:23 27:18 28:13 41:24 42:16 48:16 49:23 52:12 <b>recover</b> 12:9 34:8,12 39:4 59:6,20 <b>recovery</b> 26:23 27:2 <b>recross</b> 46:13 56:6 <b>redirect</b> 24:16, 21,23 25:3 45:11,13 55:16,18 62:17 <b>reference</b> 60:17 <b>referenced</b> 41:25 <b>referred</b> 45:20 55:20 <b>regarding</b> 21:22 34:22 52:17 <b>regardless</b> 44:19 <b>regulation</b> 4:10 6:6,7 <b>regulatory</b> 60:25 <b>reject</b> 19:14 31:10 64:7,13 <b>related</b> 61:12, 20,24 62:2,3 <b>relates</b> 21:21 <b>released</b> 52:21 <b>relevant</b> 47:7 <b>remember</b> 43:1 46:3 <b>repetitive</b> 45:2 <b>represent</b> 4:14, 18 58:2,8</p>
---	---	---	--	---

<b>representative</b>	36:8,19 44:5	<b>rules</b> 14:1	<b>sentence</b> 6:20	<b>shortfall</b> 27:5
<b>s</b> 26:8	61:2 63:19	<b>run</b> 12:19	42:3 60:23	<b>should</b> 5:1
<b>represented</b>	<b>revenues</b> 27:8		<b>separate</b> 21:12	6:21 13:2
24:9	<b>review</b> 9:1	<b>S</b>	<b>separation</b>	14:24 24:2,3,4,
<b>representing</b>	10:4,22 11:23		11:15	7 31:19 39:1,3
8:17	12:1 30:2 49:4	<b>S-t-e-v-e-n</b>	<b>seriously</b>	41:3,6,9,10,17
<b>requested</b>	<b>reviewed</b> 12:24	28:14	17:13	42:10,21 59:3
20:18	30:5	<b>saddled</b> 63:18	<b>serve</b> 7:11 8:4	63:7,18
<b>requirement</b>	<b>reviewing</b> 9:2	<b>said</b> 10:24 39:2	26:20	<b>show</b> 36:3
4:11 10:12	12:6 52:20	45:5,18	<b>served</b> 37:9	<b>showed</b> 16:6
16:12 17:8	<b>revised</b> 10:9	<b>sale</b> 13:20	<b>service</b> 6:24	45:22
28:19 30:13,15	<b>reward</b> 42:23	<b>same</b> 7:1,2	7:14 59:19	<b>shrink</b> 40:17
35:5 36:8,19	<b>Rex</b> 4:18	29:6 39:6,11,	<b>Services</b> 4:19,	<b>side</b> 22:9
44:6 61:2	<b>risk</b> 31:17	22 41:19 44:9	21 9:10 52:7,	<b>signatories</b>
63:19	42:22 54:5	49:17,19 53:5	14 59:2	10:13
<b>requirements</b>	59:4,25 61:5,	59:22	<b>set</b> 12:7 55:2	<b>signed</b> 55:22
11:17	15 63:7	<b>saw</b> 13:3	63:15	<b>significant</b> 9:5
<b>reserves</b> 32:7	<b>risks</b> 31:17	22:20,22	<b>sets</b> 52:21	23:11 26:9
<b>resolution</b>	61:20,25 62:3,	<b>say</b> 21:16	53:22	27:5
21:14	6	26:16 34:4	<b>setting</b> 10:20	<b>significantly</b>
<b>resolutions</b>	<b>RMP</b> 59:1,5,20	39:10 42:6	11:2 17:15	26:23
9:16	60:5	43:24 44:1,16	<b>settle</b> 35:17	<b>similar</b> 13:19
<b>resolved</b> 36:23	<b>RMP'S</b> 59:12,	45:3,4,9 46:7	<b>settled</b> 30:16	14:10
<b>resource</b> 14:12	14	55:12 60:18	<b>settlement</b>	<b>since</b> 9:1 10:10
54:5	<b>Rocky</b> 4:5,8	61:7	13:6 15:20	13:25 15:24
<b>resources</b>	5:6,15 6:4	<b>saying</b> 38:18	35:8,11 36:21	50:15,21
13:11,12	27:22 28:5,18	<b>says</b> 29:4	50:8	56:12,15 61:2
26:11,13 61:6	47:23 58:23	61:11	<b>share</b> 6:15	<b>single</b> 30:12
<b>respect</b> 25:14,	<b>rolled</b> 33:20	<b>schedule</b>	16:15 23:12	50:18
17 26:6 46:24	43:18,22 44:4	20:20,21	26:13 29:17	<b>six</b> 10:5 39:18
63:22,25	47:12	<b>schedules</b>	59:7,14,16,21,	43:19 44:20
<b>responded</b>	<b>rolled-in</b> 23:23,	20:6	24	<b>size</b> 40:18
31:9	25 24:10 38:3	<b>SCRS</b> 22:11	<b>shared</b> 11:19	<b>slight</b> 40:20
<b>result</b> 6:23	42:20,24 43:4,	<b>scrubbers</b>	<b>sharing</b> 16:12	<b>slightly</b> 40:22
7:13 14:21	7,9,12,13,15,	22:11	55:5	44:8
22:24 40:21	24 44:1,3,20	<b>second</b> 8:13	<b>short</b> 26:23	<b>slowing</b> 39:24
54:14	45:17 47:9	27:23 36:12	50:22 54:8	<b>smaller</b> 40:11
<b>resulted</b> 16:10	50:13 53:23	42:13,14,18	<b>short-term</b>	<b>Solander</b> 4:7,8
<b>resulting</b> 34:1	59:15 60:6	<b>section</b> 14:8	12:18 15:24	5:2,3,5,6,19
<b>results</b> 14:18	61:3 63:8	15:16 16:18	21:2 30:18	8:11,13 17:18,
16:2,14 40:22	<b>Roman</b> 32:4	32:4 48:19	34:21 35:2	21 24:15,17,23
<b>revenue</b> 4:11	<b>round</b> 21:20	58:24	54:12	25:4,10 27:15,
10:12 16:12	<b>RPMJKL1</b>	<b>seemed</b> 62:22	<b>shorter</b> 11:10,	16,22 28:9
17:7 28:19	13:10	<b>seen</b> 20:19	20	29:8,14,15
30:13,15 35:5		22:25		32:19 44:22

45:11,12,14 46:11 47:21,22 51:5,6 54:19, 20 60:10,11,13 62:11 <b>solution</b> 11:4 32:10 <b>solutions</b> 12:8 <b>Someone</b> 19:17 <b>something</b> 31:18 55:8 <b>somewhat</b> 39:23 <b>soon</b> 59:6 <b>Sorry</b> 8:9 <b>sort</b> 15:24 64:13 <b>sorts</b> 53:25 <b>speak</b> 26:7 64:4 <b>special</b> 13:14 31:4 <b>specific</b> 15:5 22:3 24:7 58:25 <b>specifically</b> 16:1 35:15 <b>specifics</b> 22:7 <b>spell</b> 5:22 28:12 <b>spin</b> 45:9 <b>stability</b> 12:12 <b>stable</b> 22:24 <b>staff</b> 18:12,19 20:21 <b>stake</b> 56:16 <b>start</b> 4:6 <b>started</b> 10:2 12:16 15:20 36:7 <b>starting</b> 7:10 12:23 <b>starts</b> 36:4	42:9 <b>state</b> 5:22 10:5 13:12,23 15:6, 9,15,18 16:14, 15 18:24 19:5, 14 20:22 21:6, 7,11,13,18 23:20 25:15,19 26:5,7 28:12 32:5 38:16 39:14 40:1 44:21 46:22 48:16 52:11 59:18 64:13 <b>state-specific</b> 60:4 <b>stated</b> 32:9 43:3 50:14 53:20 <b>statement</b> 35:21 38:25 <b>statements</b> 44:15 <b>states</b> 9:11 11:19 12:5,8 14:3 15:13 16:21,25 18:10 19:15,19 20:6, 7,23 21:4 23:3, 21 26:5 27:13 30:8 32:7 33:8, 13,16 34:7 36:10 37:9,15, 21 38:2,9,10, 21 39:2 40:14, 25 41:4,6,9,10 43:17 44:17 47:18 50:23 56:16 62:25 63:23,24 64:3, 4,8,15,17,23 <b>states'</b> 35:5 36:8 <b>stations</b> 59:12	<b>status</b> 20:5 <b>stepping</b> 9:25 <b>Steve</b> 4:11 <b>Steven</b> 28:4,14 <b>still</b> 11:7 17:4 24:10 26:23 27:5 40:20 43:5,14 45:16 53:5 <b>stipulation</b> 8:19,21 9:13 15:17 18:21 <b>straight</b> 38:3 63:12 <b>Strategies</b> 58:2 <b>structural</b> 11:15 <b>structure</b> 13:23 <b>structures</b> 11:9 <b>struggle</b> 27:3 <b>studied</b> 11:24 <b>studies</b> 14:18 54:9 <b>subject</b> 20:4 61:5 63:7 <b>submittal</b> 55:24 <b>submitted</b> 20:13 32:3 45:20 49:7 53:2,11 <b>such</b> 11:14 15:4 22:11 26:19 <b>sufficient</b> 27:8 <b>sufficiently</b> 27:11 <b>suggestion</b> 19:2 <b>summarize</b> 13:8 29:24 50:4	<b>summarized</b> 47:3,5 <b>summarizing</b> 50:9 <b>summary</b> 6:15 8:14 17:13,17 29:16 32:17 50:9,25 53:16 54:12 58:19 60:7 <b>summer</b> 24:5 <b>support</b> 5:8 6:12 8:17 9:19 16:1 21:19 37:2 53:19 55:3,10,23 61:1 <b>supporting</b> 9:13 24:10 53:21 <b>supportive</b> 18:18 <b>suppose</b> 63:14 <b>sustainable</b> 12:12 <b>swear</b> 5:10 27:25 48:5 52:1 57:12 <b>sworn</b> 5:16 28:6 48:11 52:7 57:18 58:8 <b>system</b> 13:11 14:4 22:9 27:4 50:18 54:4,7 56:20 59:24 60:18 <b>system-wide</b> 14:13 <hr/> <b>T</b> <hr/> <b>T-o-w-n-s-e-n-d</b> 58:1 <b>table</b> 4:9,16,19,	24 21:5 36:6 39:13 <b>take</b> 20:14 42:1 64:3 <b>taken</b> 27:1 56:2 <b>takes</b> 18:16 <b>taking</b> 24:1 <b>talk</b> 21:23 30:22 31:21 <b>talked</b> 16:5 39:13 50:12,20 <b>talking</b> 13:11 30:21 <b>talks</b> 13:20 14:8 64:14 <b>task</b> 32:13 <b>temporary</b> 35:6 36:1 <b>tends</b> 45:3 <b>tenths</b> 16:11 <b>term</b> 11:8,20 17:10 54:8 <b>terms</b> 10:20 12:6 15:6 16:11,16,21 19:7 23:24 27:5 30:24 53:24 58:25 59:13 60:4 63:17,22,24 64:21 <b>testified</b> 5:17 28:7 48:12 52:8 57:18 <b>testimonies</b> 49:18,19 <b>testimony</b> 5:2 6:11,15,18 7:1 9:21 12:4 21:22 27:17 28:21,23 29:1, 3,10,16,23,24 31:5,7,8,9 32:1 37:2 41:21,22 42:3,5,7,15
---	---	---	---	---

43:2,4,10,11 45:21 46:1 49:8,11,22 50:4,10,13 53:1,10,20 58:6,8,9,11,19, 22 60:15,22 62:21 <b>than</b> 14:9 15:7 33:22 40:12 44:10 47:17 <b>their</b> 12:5,7 17:2,10 20:15 21:1 26:9,20 64:6,21 <b>thereto</b> 27:17 <b>things</b> 11:14 40:23 45:4 47:6 <b>third</b> 30:11 36:14 <b>thought</b> 22:23 62:1 <b>three</b> 8:24 9:6 10:25 23:15 30:1,2 36:23 40:16 46:5 49:10 <b>through</b> 7:6 8:1 9:15,22 10:1,18 11:21 12:1,14,20 13:7,8,10,13 16:9 17:16 22:17 29:20 38:9 60:19 <b>tied</b> 25:6 <b>time</b> 10:16 11:11 13:25 20:18 22:9,19 23:1,6 25:14 29:8 47:18 50:23,25 53:8, 11 55:2,9,22 59:22 64:20	<b>times</b> 50:14 <b>timing</b> 16:21 <b>today</b> 6:16 7:2 29:6 36:10 44:9 48:4 51:22 52:18 53:18 58:9 <b>tolerate</b> 40:21, 23 <b>top</b> 6:20 <b>total</b> 36:4 62:25 <b>totally</b> 61:9 <b>touch</b> 13:17 <b>towards</b> 16:16 <b>Townsend</b> 4:24 7:18,21, 23 31:9 38:18 57:11,12,16, 22,25 58:4,18 60:8 62:14 <b>Townsend's</b> 37:2 41:21 42:15 <b>transfer</b> 31:16 <b>transferring</b> 6:24 7:13 <b>transmission</b> 13:13,21 54:4 <b>transparency</b> 15:13 <b>treated</b> 15:18 17:4 <b>treatment</b> 16:22 31:4 33:12 <b>trend</b> 39:18 <b>tried</b> 50:19 <b>truth</b> 5:11 28:1 48:6 52:2 57:13 <b>try</b> 21:5,19 26:24 29:20 30:19 31:24 35:1,7,20	36:16 45:9 55:4 <b>trying</b> 10:25 11:3 34:10 35:23 37:15 43:23 44:1 45:4 <b>turn</b> 36:25 60:14 64:20 <b>two</b> 4:9 7:24,25 12:19 16:10 18:14 19:23 30:10 40:15 42:10 47:6,7 57:5 <b>type</b> 15:2 16:8 19:12 21:14 24:10	7:4 26:10 46:25 64:11 <b>understanding</b> 15:14 63:22 64:22 <b>undertake</b> 15:3 <b>undertook</b> 15:10 <b>unfairly</b> 61:2 <b>unintended</b> 21:24 22:3,22 <b>units</b> 26:19 <b>unpredictable</b> 22:25 <b>until</b> 24:18 40:16 55:13 <b>unwind</b> 64:10 <b>upwards</b> 26:17 <b>use</b> 11:4,10 17:15 39:9,17, 20 60:6 <b>used</b> 6:22,23 7:11,12 8:3,5 10:11,14,17 11:2 16:3 33:23 42:21, 22,25 59:17 <b>using</b> 12:23 36:10,20 43:13 44:9,10,20 53:22 63:7 <b>Utah</b> 4:14,15 9:8 14:3 17:4 23:10,22 24:11 30:13 31:17 32:2 38:2 42:21,22 46:5 50:22 53:22 58:25 59:4,9, 13,21,22 60:2, 4,19 61:3 63:6, 15,18 64:22 <b>Utah's</b> 33:19 44:5 47:16 56:19	<b>Utahns</b> 61:4 <b>Utilities</b> 4:15 9:9 18:22 48:11,18 59:1 <b>utility</b> 10:7 26:4
<b>V</b>				
<b>value</b> 17:10 23:17 <b>variability</b> 22:21 <b>variation</b> 38:21 <b>variations</b> 39:9,10,13 43:12 <b>various</b> 9:2,12, 23 13:7 16:20 37:9 44:4,16 52:20 56:2 <b>version</b> 29:3 <b>versus</b> 13:12 22:16 25:23 <b>vice</b> 4:10 6:5,7 <b>view</b> 8:20 14:19 19:11 26:4,8 27:7 31:16 43:14 <b>visibility</b> 19:10 <b>vocal</b> 55:12				
<b>W</b>				
<b>wait</b> 24:18 41:6,15 <b>waiting</b> 20:20 <b>walk</b> 7:6 <b>walks</b> 13:7,13 <b>want</b> 15:3 25:1 44:18 46:21 56:12 62:20 <b>wanted</b> 15:13 56:17 <b>warranted</b> 13:1				

<p><b>Washington</b>                  21:7,11 26:6  <b>way</b> 16:17                  24:21 27:2                  30:19 34:11                  35:9,16 36:8                  39:11 55:22                  61:14 64:7  <b>ways</b> 44:2  <b>week</b> 20:10                  41:13  <b>weighted</b> 24:4  <b>weighting</b>                  34:16 63:10  <b>weightings</b>                  15:23 24:3  <b>went</b> 9:22 10:1                  29:20 33:23                  38:9 44:3  <b>west</b> 26:13  <b>western</b> 21:12                  26:10  <b>whatever</b> 15:1,                  2  <b>whether</b> 14:23                  16:19 21:3                  23:21 24:2,3                  64:17  <b>while</b> 11:11,21                  12:9 24:9 32:1                  59:22 61:4  <b>White</b> 8:16                  24:15 25:11,12                  26:2 29:19                  46:18,19                  51:11,12 56:8,                  9 57:1,8 62:19,                  20 63:11,20                  64:19  <b>whole</b> 34:13,18                  40:25 41:3,10  <b>whom</b> 6:2                  28:16 57:23  <b>wide</b> 38:21                  45:22 64:2</p>	<p><b>will</b> 5:5 6:22                  7:12 8:4 11:21                  14:2,17 18:15,                  17 20:10,14                  25:24,25 27:20                  29:13 30:12                  36:5,18 39:12,                  19,20,21                  40:11,15 41:16                  42:24,25 53:14                  54:2,13 58:17                  59:6  <b>within</b> 12:8                  19:13 38:10                  39:14 40:1,13                  41:1,18 49:18                  61:14  <b>without</b> 16:1  <b>witness</b> 4:24                  5:7,12,15 7:7,                  10,22,25 8:3,8                  16:5 20:8,25                  22:6 25:20                  26:7 27:24                  28:2,5 45:6                  47:4,25 48:4,7,                  10,21,23,25                  51:17,21 52:3,                  6 57:14,17                  63:4,14 64:2,                  12  <b>witnesses</b> 4:10                  50:7 57:3,6  <b>wonder</b> 7:16  <b>word</b> 43:23  <b>wording</b> 47:20  <b>words</b> 36:11                  61:17 64:24  <b>work</b> 8:24 9:1,                  4,5 10:3,4,8                  12:2 20:24                  21:13,18 30:2                  48:17 56:18                  57:23</p>	<p><b>worked</b> 9:15                  10:24 11:9,21                  16:9  <b>working</b> 9:1                  11:3  <b>wrong</b> 37:7  <b>Wyo</b> 21:11  <b>Wyoming</b> 9:12                  17:3 18:18,19,                  20 19:21                  20:19,21 23:4,                  5,10 33:21                  38:5 41:11,16</p> <hr/> <p style="text-align: center;"><b>Y</b></p> <hr/> <p><b>year</b> 12:22                  14:16,24 23:15                  30:10,11 33:23                  38:7 59:16  <b>years</b> 8:24 9:6                  10:25 12:19                  30:1,2 36:23                  37:17 39:18                  40:16 43:19                  44:20 47:10                  49:2  <b>yet</b> 20:20</p> <hr/> <p style="text-align: center;"><b>Z</b></p> <hr/> <p><b>zero</b> 17:5 23:10                  26:17 33:20                  63:16</p>
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