

R. Jeff Richards (7294)
Yvonne R. Hogle (7550)
Rocky Mountain Power
1407 West North Temple, Suite 320
Salt Lake City, UT 84116
(801) 220-4050
(801) 220-3299 (Fax)
yvonne.hogle@pacificorp.com

Attorneys for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application)	Docket No. 16-035-33
of Rocky Mountain Power for)	
Approval of an Energy Services)	
Agreement between Rocky)	OPPOSITION TO PETITION
Mountain Power and Kennecott)	TO INTERVENE
Utah Copper, LLC)	
)	

Rocky Mountain Power (the “Company”) hereby submits this Opposition to Petition to Intervene of Praxair, Inc. (“Petition”).

Background

Praxair is located on property owned by Kennecott Utah Copper, LLC (“Kennecott”) and asserts that it provides a significant portion of its products directly to Kennecott. Praxair further asserts that it has received its electricity requirements at its Utah facility under Kennecott’s special contract with the Company which was approved by the Commission. Praxair also indicates it has been informed by Kennecott that it will no longer provide for Praxair to continue to receive electricity from Kennecott. Consequently, Praxair alleges that it has a significant interest in this matter and that its legal rights and interests and reliability of its electricity supply may be

substantially affected by the outcome in this docket. Praxair concludes that its intervention and participation in this matter will not materially impair the prompt and orderly conduct of the docket and that its interests are not adequately represented by any other party. For the reasons set forth below, the Company opposes Praxair's Petition.

A. Praxair Cannot Show Intervention is Proper Under Utah Code Ann. § 63G-4-207 or Any Other Statute

Praxair's assertion that its legal rights and interests may be substantially affected by this proceeding alone does not warrant intervention. Utah Code Ann. § 63G-4-207 requires a person that wishes to intervene in a formal adjudicative proceeding with an agency to *demonstrate* that its legal rights or interests "may be substantially affected by the formal adjudicative proceeding, and that the interests of justice and the orderly and prompt conduct of the adjudicative proceedings will not be materially impaired by allowing the intervention." (Emphasis added).

The Company acknowledges that since 2012, Praxair's load was included with Kennecott's load pursuant to the currently effective Kennecott energy services agreement ("2012 Agreement"). However, Praxair was neither a party to the 2012 Agreement, nor did it participate in the negotiations or approval docket related to the 2012 Agreement. The Company is aware of a separate agreement for purposes of cost allocation of Praxair's load subsumed in the soon-to-expire 2012 Agreement.

The 2012 Agreement included certain terms and conditions related to the addition of Praxair load with the Kennecott load. Those terms and conditions terminate upon the expiration of the 2012 Agreement. As identified in the energy services agreement between RMP and Kennecott ("New Agreement"), Rocky Mountain Power will serve Praxair directly under Schedule 9. Approval of the New Agreement will not affect the Company's ability to serve Praxair directly.

From the Company's perspective, Praxair's rights and interests are preserved as a direct Rocky Mountain Power customer. To the extent Praxair desires to seek an alternative form of electric service outside of the applicable tariffs, it has the ability to have its rights and interests heard by the Commission outside of this proceeding, either by seeking agency action or by going through the Division of Public Utilities. Its participation in this docket is not appropriate because there is no "remedy" for any alleged harm to it from the New Agreement. Also, Praxair is incapable of forcing any modification to the New Agreement as it is not a party.

Praxair has not provided any support justifying the propriety of its intervention in this proceeding. It has failed to cite any other statute under which it qualifies for intervention and has not demonstrated that its legal rights or interests are substantially affected by this proceeding.

B. Allowing Intervention Could Impair the Promptness of this Proceeding

Allowing Praxair to intervene could materially impair the interests of justice and the orderly and prompt conduct of this proceeding. Praxair has expressed concern over not being included in the New Agreement and the impact thereof on its rates. Praxair's participation in this proceeding could result in its ability to gain access to commercial information that is of no concern to Praxair. This does not meet the statutory requirement for intervention and, in fact, could give Praxair an unfair competitive advantage if its goal is to attempt to negotiate a special contract with the Company.

By granting intervention, the Commission would facilitate the service of discovery and the filing of motions and objections by Praxair that would interfere with the prompt and orderly process in this docket. At the outset, Rocky Mountain Power would be forced to respond to requests for commercially sensitive confidential information by filing a motion for protective order to prevent Praxair from gaining access. Second, Praxair could use its status as a party to attempt

to advance its own interests and gain commercial advantage. This also does not meet the statutory requirement for intervention because its interests will not be advanced in any way in this proceeding.

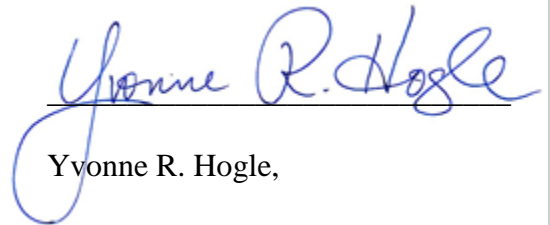
Conclusion

Praxair has failed to demonstrate that it has a right, or should be allowed, to intervene under Utah Code Ann. § 63G-4-207, or that its intervention is proper under any other statute. In order to promote prompt and orderly proceedings and based on the foregoing, the Company respectfully requests that the Commission deny Praxair's Petition.

DATED this 27th day of September, 2016.

RESPECTFULLY SUBMITTED,

ROCKY MOUNTAIN POWER



Yvonne R. Hogle,

—Attorney for Rocky Mountain Power—