



PublicService Commission &lt;psc@utah.gov&gt;

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**Attn: Michael J. Hammer - 18-035-08 - University of Utah/Amor IX, LLC Schedule 32 Approval - Joint Clarification Email**

1 message

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**McDermott, Jacob** <Jacob.McDermott@pacificorp.com>

Thu, May 17, 2018 at 5:50 PM

To: "Public Service Commission of Utah (UT PSC)" &lt;psc@utah.gov&gt;

Cc: "Paul, Joe" &lt;Joe.Paul@pacificorp.com&gt;, "Tourangeau, Mark {Mkt Function}" &lt;Mark.Tourangeau@pacificorp.com&gt;, "Saba, Jana" &lt;Jana.Saba@pacificorp.com&gt;, Robert Moore &lt;rmoore@agutah.gov&gt;, Justin Jetter &lt;jjetter@agutah.gov&gt;, Brian Burnett &lt;bburnett@kmclaw.com&gt;, Chris Parker &lt;chrisparker@utah.gov&gt;, "Dodge, Gary (UIEC)" &lt;gdodge@hjdllaw.com&gt;

Mr. Hammer,

The parties appreciate the Commission granting them an opportunity to provide this clarification related to the Commission's forthcoming order in Docket No. 18-035-08. Shortly after adjourning the May 16th hearing the parties had a discussion concerning a potential lack of clarity in the record regarding the Office of Consumer Services ("Office") support for approval of Rocky Mountain Power's ("Company") Schedule 32 Contract with the University of Utah and the Company's related Renewable Resource Contract with Amor IX, LLC. The Office indicated that its support of approval was subject to the Commission imposing two additional conditions on the Company. The parties' concern is that the record may lead the Commission to conclude that the parties support an order that makes final approval of the contracts contingent upon network resource interconnection service to support the transmission of the energy from Amor IX, LLC's facility to the University. If the Commission issues an order making approval of the contracts contingent upon achieving network resource transmission service, then it would delay the time by which the order would be considered final and non-appealable. Final approval of the contracts will not waive the network resource service requirement as set forth in Schedule 32. By its terms, the Renewable Resource Contract provides for termination if any network upgrades are necessary for network resource transmission service. A final non-appealable order is necessary for the agreement with Amor IX, LLC to become effective, and any delay in that respect could adversely impact the timeline for the facility's development. Accordingly, the parties wish to clarify that, as they stated in the hearing, they each support a Commission approval of the Application and as part of that approval imposing on the Company the two reporting requirements requested by the Office to confirm that the contract complies with Schedule 32's requirements regarding network resource designation. These reporting requirements will provide the Commission with necessary information. However, no party intended to request that the Commission make its order approving the contracts contingent upon network resource transmission service status or any other condition precedent as a precondition to the Commission's final approval of the contracts. Each party in the docket is copied to this email, and each party has given me permission to represent to you that this email contains the parties' mutual statement of clarification on this issue.

Rocky Mountain Power also notes, for the benefit of an accurate record, that its witness, Mark Tourangeau, misspoke in his summary testimony and stated that the contracts were executed in March, 2018. The Contracts were actually executed with an effective date of February 21, 2018, as is clear in the exhibits to his testimony.

Jacob McDermott  
Senior Attorney  
PacifiCorp  
1407 W. North Temple, Suite 320  
Salt Lake City, UT 84116  
Office: 801-220-2233  
Cell: 385-249-0659

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 winmail.dat  
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