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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)	ERRATA TO COMPANY’S
Agreement between Rocky)	OPPOSITION TO PRAXAIR’S
Mountain Power and Kennecott)	PETITION TO INTERVENE
Utah Copper, LLC)	

Rocky Mountain Power (the “Company”) hereby submits this Errata to its Opposition to Petition to Intervene of Praxair, Inc. which was filed by the Company on September 27, 2016 (“Company Opposition”). The Company has become aware of a potentially misleading statement in the Company Opposition. Certain language near the bottom of page 2 of the Company Opposition can potentially be read to erroneously suggest that the new Energy Services Agreement between Kennecott and the Company that is before the Commission for approval purports to specify the Company rate schedule under which Praxair will receive electric service after Kennecott’s existing contract expires. It does not. In an effort to clarify this fact, the paragraph beginning at the bottom of the second page and carrying over to the top of the third page of the Company Opposition should be deleted and replaced in its entirety with the following:

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. Under the energy services agreement between RMP and Kennecott (“New Agreement”), Kennecott will no longer provide electric service to Praxair, as clarified in Section 4.05 of the New Agreement:¹

Section 4.05 Resale of Power.

Electric power purchased by Customer hereunder shall not be re-sold but shall be used solely by Customer, Customer's onsite contractors and its tenants located adjacent to Customer's facilities and within the Company's service territory that are involved in Customer's mining and associated activities, but excluding Praxair's Garfield plant.

The New Agreement makes no other reference to Praxair or how Praxair will receive electrical service from the Company. The Company intends to serve Praxair directly, and believes that such service will and should be provided under Schedule 9. However, the New Agreement makes no attempt to specify the nature or terms of such service to Praxair.

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.

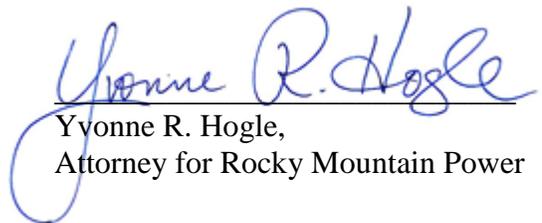
¹ The New Agreement has been designated as Confidential, but the only reference to Praxair in that agreement has been reproduced here with the permission of Kennecott and the Company to demonstrate that the New Agreement does not purport to dictate the terms under which the Company will provide electric service to Praxair after Kennecott's current contract ends.

The Company hopes that this errata filing will clear up any confusion, and apologizes for any confusion or misunderstanding that the prior language may have caused regarding the terms of the New Agreement as they relate to Praxair.

DATED this 11th day of October, 2016.

RESPECTFULLY SUBMITTED,

ROCKY MOUNTAIN POWER



Yvonne R. Hogle,
Attorney for Rocky Mountain Power