

**In the Matter Of:**

In RE: RMP - Glen Canyon Solar A and B, LLC

**HEARING, DOCKET NO. 17-035-36, 26, 28**

*October 05, 2017*

*Job Number: 401469*

1 BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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2  
3 Glen Canyon Solar A, LLC and Glen Docket No. 17-035-36  
4 Canyon Solar B, LLC's Request for  
5 Agency Action to Adjudicate Rights  
6 and Obligations under PURPA,  
7 Schedule 38 and Power Purchase  
8 Agreements with Rocky Mountain Power

9 Application of Rocky Mountain Power Docket No. 17-035-26  
10 for Approval of the Power Purchase  
11 Agreement between Rocky Mountain  
12 Power and Glen Canyon Solar A, LLC

13 Application of Rocky Mountain Power Docket No. 17-035-28  
14 for Approval of the Power Purchase  
15 Agreement Between Rocky Mountain  
16 Power and Glen Canyon Solar B, LLC

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HEARING PROCEEDINGS

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20 TAKEN AT: Utah Public Service Commission  
21 4th Floor  
22 160 East 300 South  
23 Salt Lake City, Utah

24 DATE: Thursday, October 5, 2017

25 TIME: 9:00 a.m.

REPORTER: Mary R. Honigman, R.P.R.

LST Job No. 401469

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1 APPEARANCES

2 COMMISSION CHAIR:  
Thad LeVar

3 COMMISSIONERS:  
4 David Clark  
Jordan White

5

6 FOR THE DIVISION OF PUBLIC UTILITIES:  
Justin C. Jetter  
7 160 East 300 South, Fifth Floor  
Salt Lake City, Utah 84114  
8 jjetter@agutah.gov

9

10 FOR ROCKY MOUNTAIN POWER:  
Sarah K. Link  
11 Karen J. Kruse  
Jeff Richards  
12 PACIFICORP D/B/A PACIFIC POWER  
825 Northeast Multnomah Street, Suite 2000  
13 Portland, Oregon 97232  
Sarah.Kamman@pacificorp.com  
14 Karen.Kruse@pacificorp.com

15

FOR GLEN CANYON SOLAR  
16 Gary A. Dodge  
Phillip J. Russell  
17 HATCH, JAMES & DODGE, P.C  
10 West Broadway, Suite 400  
18 Salt Lake City, Utah 84111  
(801)839-4811  
19 gdodge@hjdllaw.com  
prussell@hjdllaw.com

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## PROCEEDINGS

2 COMMISSIONER LEVAR: Good morning.  
3 We're here for Public Service Commission Dockets  
4 17-035-26, which is the Application of Rocky  
5 Mountain Power for Approval of the Power Purchase  
6 Agreement Between Rocky Mountain Power and Glen  
7 Canyon Solar A, LLC; Public Service Commission  
8 Docket No. 17-035-28, the Application of Rocky  
9 Mountain Power for Approval of the Power Purchase  
10 Agreement Between Rocky Mountain Power and Glen  
11 Canyon Solar B, LLC; and Public Service Commission  
12 Docket No. 17-035-36, Glen Canyon Solar A, LLC and  
13 Glen Canyon Solar B, LLC's Request for Agency Action  
14 to Adjudicate Rights and Obligations under PURPA,  
15 Schedule 38, and Power Purchase Agreements with  
16 Rocky Mountain Power.

17 Before we move to appearances, as a  
18 preliminary matter, our order granting motion to  
19 reschedule oral argument indicated that oral  
20 arguments on the 36 docket, Glen Canyon's request  
21 for agency action, were to occur at the commencement  
22 of this hearing. Nevertheless, after further review  
23 of both the motions and the testimony, we have  
24 concluded that we can best evaluate the legal issues  
25 after presentation of testimony. We also believe

1     this will ease burdens on witnesses in the event  
2     that this hearing runs into tomorrow. This hearing  
3     was noticed up for two days if necessary, therefore  
4     we're going to proceed in the following order: We  
5     are first going to consider the 26 and the 28  
6     dockets, the two PPA approval dockets, and then  
7     following that, we intend to hear the testimony on  
8     the 36 docket, Glen Canyon's request for agency  
9     action, and hear oral argument on the legal issues  
10    at the conclusion of that testimony.

11                   And with that, I think we'll go to  
12    appearances. So since the first two dockets we're  
13    hearing were filed by Rocky Mountain Power, we'll go  
14    to Rocky Mountain Power first for appearances.

15                   MS. LINK: Good morning. I'm Sarah  
16    Link, and I'm here on behalf of Rocky Mountain  
17    Power. With me today are Karen Kruse and Jeff  
18    Richards.

19                   COMMISSIONER LEVAR: For Glen Canyon.

20                   MR. DODGE: Thank you, Mr. Chairman.  
21    Gary Dodge and Phil Russell for counsel for Glen  
22    Canyon Solar A and Glen Canyon Solar B. With us at  
23    the table is Mr. Keegan Moyer. Our other witnesses  
24    for the Company are in the audience. Could I ask  
25    one question -- and I apologize for doing this --



1 and I'll defer, obviously, to you and even to  
2 PacifiCorp if you would rather. Our own thinking  
3 was that the two PPA approvals would come more  
4 easily at the end of the process as opposed to the  
5 beginning. I don't know if PacifiCorp has a view on  
6 that or not, but some of the issues I think may be  
7 of concern in those dockets may be addressed in the  
8 36 docket, and it was our view that it might make  
9 more sense to go in that order, so I just throw that  
10 out for your consideration.

11 COMMISSIONER LEVAR: Okay. Why don't  
12 we conclude appearances and if any other parties  
13 wants to weigh in on that issue, we'll go to that  
14 point. For the Division of Public Utilities?

15 MR. JETTER: Good morning, I'm Justin  
16 Jetter with the Utah Attorney General's Office, and  
17 I'm here today representing the Division of Public  
18 Utilities. With me at counsel table is Division  
19 witness, Charles Peterson.

20 COMMISSIONER LEVAR: Thank you. I'll  
21 go back to your question, and maybe I'll ask a  
22 clarifying question. It seems in those two dockets  
23 there was potential of one disputed issue that was  
24 addressed in reply comments, but we don't yet know  
25 the Division's position on the reply comments. Are

1 you suggesting that that issue is best left until  
2 after the testimony in the 36 docket?

3 MR. DODGE: Well, maybe I'd invite  
4 the Division's input on that because they haven't  
5 had a chance to respond to the responsive comments.  
6 I don't know if, in their minds, if there's still an  
7 open issue that needs to be addressed. And it can  
8 be addressed in either, it was just our view that if  
9 some of those aspects may come out in the other  
10 hearing in more detail. It's not a big deal, so  
11 we'll go with whatever the Commission wants to.  
12 That was our perception that it would be wiser to  
13 start with the 36 docket.

14 COMMISSIONER LEVAR: Let me go to  
15 Mr. Jetter next and see if you have anything to add  
16 to this.

17 MR. JETTER: I don't know that the  
18 Division has a strong preference of going either  
19 way. The issues are fairly intermixed between all  
20 of the dockets, so I guess we're probably happy to  
21 proceed whatever way the Commission thinks is best  
22 for the Commission to make its decisions.

23 COMMISSIONER LEVAR: Does Rocky  
24 Mountain Power have any interest in weighing in on  
25 this?

1 MS. LINK: We're fine either way,  
2 Commissioners, whatever way you think is best. It  
3 probably would be easiest to address it at the end,  
4 but I think it works either way.

5 COMMISSIONER LEVAR: And you say you  
6 think it would be easier to address it at the end?

7 MS. LINK: I think once we get to the  
8 end -- or we can see, again, whether Mr. Peterson  
9 has changed his position based on reply comments and  
10 if it's as simple as that, then we can take care of  
11 this pretty quickly.

12 COMMISSIONER LEVAR: We have had some  
13 significant discussion on our end and we feel like  
14 it would make sense to get that issue out of the  
15 way, at least to find out if any significant dispute  
16 remains. If it does, we can always readjust what  
17 we're doing, but it seems from a matter of  
18 efficiency to address those two dockets first. So I  
19 think we're going to move that way and since those  
20 two were applications of Rocky Mountain Power, we'll  
21 go to you first. And I assume no one objects to  
22 dealing with these two dockets together as one since  
23 the comments and reply comments all were common to  
24 both. So it's your application for approval of the  
25 power purchase agreements.

1 MS. LINK: Yes, and my understanding  
2 was that the Division had just one concern about the  
3 PPAs and that was how the transmission constraints  
4 related to the Arizona Public Service Commission's  
5 call rights on our transmission rights were modeled  
6 in grid and whether or not that constraint was  
7 considered. And we provided the clarifying reply  
8 comments from Mr. MacNeil explaining that it is  
9 considered, it's just because of the level at which  
10 grid models things -- it can't model optionality, so  
11 since that contract has optionality, grid chooses  
12 one or the other paths to put it on. And for as  
13 long as our witness can remember -- he started in  
14 2008 -- and as long as he can remember, that APS  
15 contract has always been modeled on the Four Corners  
16 path, and that's how it was modeled in this case.  
17 The modeling was done completely consistently with  
18 the approved methodology this Commission has  
19 approved. So we have, in fact, considered the  
20 constraint that Mr. Peterson was worried about, so  
21 I'm hoping that resolves the issue.

22 COMMISSIONER LEVAR: Do you want to  
23 put a witness on the issue, or should we go to the  
24 Division first --

25 MR. DODGE: Commissioner, I apologize

1 for this. This is a somewhat unusual proceeding.  
2 Typically, these PPA approvals are done by an ALJ,  
3 and the way it's been traditionally done in that  
4 context is that comments are filed and then adopted  
5 as testimony without objection, typically. Or at  
6 least they're offered as testimony and then  
7 witnesses are proffered to adopt the testimony and  
8 to be cross-examined if appropriate. I would like  
9 to propose we do that because I think we do need the  
10 record, and so I'd like to move that all the  
11 comments be accepted as prefiled testimony and let  
12 each party identify the witness that's adopting them  
13 and then offer them to be sworn and be  
14 cross-examined or asked questions by the Commission.

15 COMMISSIONER LEVAR: So your motion  
16 is for both the comments filed by the Division and  
17 the reply comments filed by the utility and by Glen  
18 Canyon?

19 MR. DODGE: And even the Company's  
20 application I think is typically accepted by their  
21 testimony in the docket. That would be my motion.

22 COMMISSIONER LEVAR: Any objection to  
23 the motion? If anyone objects to this motion,  
24 please indicate to me. I'm not seeing any  
25 objections so the motion is granted. And with

1 that -- I'm sorry. That motion is granted for the  
2 26 and 28 dockets, correct?

3 MR. DODGE: Yes, thank you.

4 COMMISSIONER LEVAR: So with that, I  
5 think we'll go back to Ms. Link.

6 MS. LINK: With that, we would call  
7 Mr. Dan MacNeil to the stand.

8 DAN MACNEIL,  
9 having been first duly sworn to tell the truth, was  
10 examined and testified as follows:

11 DIRECT EXAMINATION

12 BY MS. LINK:

13 Q Good morning, Mr. MacNeil. Could you  
14 please state and spell your name for the record?

15 A My name is Daniel MacNeil. M-a-c N-e-i-l.

16 Q And by whom are you employed?

17 A By PacifiCorp.

18 Q And in what capacity?

19 A I'm a resource and commercial strategy  
20 adviser.

21 Q And in that capacity, do you prepare the  
22 avoided cost precedent studies for qualified  
23 facility power purchase agreements?

24 A I do.

25 Q And did you prepare the study for the PPAs

1 at issue in this docket?

2 A I did.

3 Q And I think you heard that our reply  
4 comments or filings in this docket have been adopted  
5 as testimony. Are you comfortable testifying on  
6 behalf of the Company?

7 A Yes.

8 Q And other matters?

9 A I am.

10 Q Mr. MacNeil is available for cross  
11 examination.

12 COMMISSIONER LEVAR: I think we'll go  
13 to Mr. Dodge next.

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

15 CROSS-EXAMINATION

16 BY MR. DODGE:

17 Q Mr. MacNeil, my only question is will you  
18 confirm that in your rebuttal testimony it is your  
19 opinion -- or based on your rebuttal testimony --  
20 it's your opinion that the avoided cost methodology  
21 used in the pricing produced in these two dockets  
22 properly reflects the avoided cost prices for these  
23 resources?

24 A We recently employed the current avoided  
25 cost methodology to produce prices for these

1 projects, and those results are reasonable.

2 MR. DODGE: Thank you. No further  
3 questions.

4 COMMISSIONER LEVAR: Mr. Jetter, do  
5 you have any questions for this witness?

6 MR. JETTER: I do have a few  
7 questions.

8 CROSS-EXAMINATION

9 BY MR. JETTER:

10 Q Good morning. The first question I'd like  
11 to start out with is in reference to your reply  
12 comments in this docket, or these two dockets, they  
13 seem to indicate that there was a number of modeling  
14 runs where Glen Canyon A was run at a number of  
15 different sizes and Glen Canyon Project B was then  
16 run subsequent to earlier runs at different sizes;  
17 is that correct?

18 A That is correct.

19 Q And in the final run where you calculated  
20 the pricing on the Glen Canyon B that was used in  
21 the power purchase agreement, what project size of  
22 Glen Canyon A was used?

23 A The project size for Glen Canyon A in the  
24 Glen Canyon B price which is in the PPA at issue  
25 here, was 68 megawatts.



1           Q     Okay. And was it modified to change the  
2     pricing for Glen Canyon A to sit back to  
3     74 megawatts for the pricing in the PPA for Glen  
4     Canyon A?

5           A     The final PPA for Glen Canyon A includes  
6     the size of 74 megawatts.

7           Q     And would changing the 74-megawatt sizing  
8     of Glen Canyon A prior to a reprice of Glen Canyon B  
9     change the pricing values included in Glen Canyon B?

10          A     If Glen Canyon A was assumed to be a  
11     different size, the price for Glen Canyon B -- if we  
12     were to redo the avoided cost pricing -- would be  
13     different, but in accordance with the Schedule 38  
14     procedures for avoided cost pricing, a change of up  
15     to 10 percent does not require a repricing. And so  
16     the other changes in the queue of resources ahead of  
17     Glen Canyon B, those changes are allowed.

18          Q     Do you know the relative magnitude of  
19     change that you would expect that to make to the  
20     Glen Canyon B pricing?

21          A     Off the top of my head it's a little  
22     difficult, but in general, the balance of the Glen  
23     Canyon A contract that was the 6 megawatts of  
24     addition would have a price closer to the Glen  
25     Canyon B prices, and they're only a couple of

1 dollars apart, so the weighted impact of that is not  
2 price significant.

3 Q Okay. I don't think I have any more  
4 questions along those lines. But I do have another  
5 question regarding the trapped energy volumes. When  
6 you model those trapped energy volumes, do you know  
7 what pricing that the model would set those at?

8 A We can tell the model what price to give  
9 to trapped energy. Historically, the model has said  
10 that trapped energy is at a 25 percent discount to a  
11 market price. In this instance, there isn't a  
12 market there and because of our concerns about  
13 transmission constraints and so on, we assumed that  
14 any QF output that was trapped in that area would  
15 not be deliverable, and so the price that we're  
16 calculating is the avoided cost of all the delivered  
17 megawatts from that portion of the project, which,  
18 the grid model did find a way to deliver to the rest  
19 of the system across the various rights which are  
20 included within it.

21 Q Okay. So just to clarify for my  
22 understanding, are you saying that the energy was  
23 not, in fact, trapped, it was deliverable through  
24 alternate routes?

25 A No. I'm saying that that portion of the

1 project output which was deliverable -- we  
2 calculated avoided cost based on that portion of the  
3 contract -- any portion of the contract which could  
4 not be delivered by the grid model doesn't have a  
5 price. There's no sale, there's no purchase, it  
6 just is not allowed onto the system.

7 Q So you would model then, that those  
8 kilowatt hours that are trapped would be set to  
9 zero?

10 A No. There's no purchase. If you put in a  
11 bunch of zeros, the weighted average price of the  
12 entire project output would go down. We assume  
13 those megawatts are not delivered to the Company, we  
14 are unable to accept them, and in the pricing that  
15 we provided to Glen Canyon, that output doesn't  
16 impact the price.

17 Q Would that then assume a curtailment, or  
18 what does that assume? What is that model happening  
19 in the actual function of that transmission area?

20 A We are assuming that the QF would be  
21 curtailed.

22 Q Okay. And what assumption were you basing  
23 it on that you would be able to curtail that QF?

24 A To the extent there isn't transmission  
25 capability available to transfer the QF to the rest

1 of the system and the grid model indicated because  
2 it was trapped that there wasn't transmission  
3 capability, that would be a reliability problem and  
4 it would be a curtailment under that.

5 Q And if hypothetically you were, in fact,  
6 required to purchase that energy under the terms of  
7 the power purchase agreement, would you be  
8 purchasing that energy at just the fixed value that  
9 you have given in the power purchase agreement  
10 during those hours?

11 A To the extent the QF was deliverable, we  
12 would pay at the fixed price in the power purchase  
13 agreement for all the output which was delivered to  
14 us.

15 MR. JETTER: Okay. Those are all the  
16 questions that I have. Thank you.

17 COMMISSIONER LEVAR: Any redirect?

18 REDIRECT EXAMINATION

19 BY MS. LINK:

20 Q Just a couple of questions. Do you have  
21 Schedule 38 in front of you?

22 A Yes.

23 MS. LINK: May I approach the  
24 witness?

25 COMMISSIONER LEVAR: Yes.

1 BY MS. LINK:

2 Q You mentioned on cross-examination that if  
3 there's a change of capacity of 10 percent or less  
4 there's no need to reprice, correct?

5 A Correct.

6 Q And that's found on basically pages,  
7 original sheet, 338.8 to 338.9, where paragraphs B9  
8 and B10 talk about pricing updates and removal from  
9 the pricing queue.

10 A That's correct.

11 Q And it's paragraph 10, sub-B, so 10B, a  
12 change in design capacity of 10 percent or more of  
13 the original specified design capacity means the QF  
14 actually gets removed from the pricing queue,  
15 correct?

16 A That's correct.

17 Q And that's what happened to Glen Canyon  
18 several times is they adjusted the size of their  
19 project, correct?

20 A So in August 2016, Glen Canyon B -- there  
21 was a Glen Canyon B project which was priced, and  
22 subsequent to that the size of Glen Canyon B was  
23 changed by more than 10 percent and it was removed  
24 from the queue, placed at the end, and repriced with  
25 updated assumptions as of the time that the pricing

1 request was received.

2 Q And for A, the change from 68 to 74 didn't  
3 warrant removal from the pricing queue and repricing  
4 based on that new queue position, did it?

5 A That's correct.

6 MS. LINK: Thank you. That's all I  
7 have.

8 COMMISSIONER LEVAR: Any recross,  
9 Mr. Dodge?

10 MR. DODGE. Yes, please, if I may.  
11 May I approach and hand the witness an exhibit,  
12 please?

13 COMMISSIONER LEVAR: Yes.

14 MR. DODGE: This is on bright yellow  
15 paper, unfortunately, and I apologize.

16 COMMISSIONER LEVAR: Does that  
17 indicate confidential material?

18 MR. DODGE: Yes. It was produced to  
19 us in a confidential manner. This is the indicative  
20 pricing letter for Glen Canyon B.

21 COMMISSIONER LEVAR: And I'll note at  
22 this point our hearing is open to the public and is  
23 being streamed. If there's a need for the witness  
24 to verbally discuss confidential material, we  
25 generally let parties make a motion to close the

1 hearing and we have to make a finding that's in the  
2 public interest to do so.

3 MR. DODGE: Ms. Link indicates that  
4 PacifiCorp doesn't require this to remain  
5 confidential. I'll look at my clients and make sure  
6 that's okay from their perspective. It does have  
7 the indicative pricing for this resource, but given  
8 that I ask the Commission to ignore the bright  
9 yellow color and treat it as a non-confidential  
10 document.

11 RECROSS EXAMINATION

12 BY MR. DODGE:

13 Q Mr. MacNeil, I've handed you what I'll  
14 call Cross-Examination Exhibit GCS1 and ask you  
15 whether you can identify that.

16 (Glen Canyon Solar Cross Exhibit No. 1 marked.)

17 A Yes. This appears to be PacifiCorp's  
18 response to the indicative pricing request. It's  
19 how we provided the prices for Glen Canyon B in  
20 December 2016.

21 Q And this is the second time. You  
22 indicated the first one was removed from the queue  
23 and this is what it was priced at, the 21-megawatt  
24 level?

25 A That's correct.

1           Q     If you turn to page 4 of that exhibit,  
2     that indicates among other things in the last  
3     column, how much of the output of Glen Canyon B was  
4     actually curtailed in the model; is that right?

5           A     It does.

6           Q     And if I see that correctly, it was  
7     curtailed in only one year, in 2020, to the tune of  
8     .1 percent?

9           A     That's what it shows.

10          Q     Had Glen Canyon A been modeled in this  
11     pricing request as though it were 74 megawatts  
12     rather than 68 -- I understand you didn't run  
13     that -- but there's no reason to think that  
14     curtailment would go up dramatically, is there?

15          A     Every hour in which there was curtailment  
16     in this instance, there would be -- every single  
17     additional megawatt from Glen Canyon A would result  
18     in additional curtailment of Glen Canyon B, and  
19     there may be some other hours where there wasn't  
20     curtailment, but it would increase. But given the  
21     size, it's probably not of significant magnitude.

22                     MR. DODGE: Thank you. No further  
23     questions.

24                     COMMISSIONER LEVAR: Any recross,  
25     Mr. Jetter?



1 MR. JETTER: No, Mr. Chairman. Thank  
2 you.

3 COMMISSIONER LEVAR: Commissioner  
4 White, any questions for Mr. MacNeil?

5 COMMISSIONER WHITE: I have no  
6 questions. Thanks.

7 COMMISSIONER LEVAR: Commissioner  
8 Clark?

9 COMMISSIONER CLARK: No questions.

10 COMMISSIONER LEVAR: I don't either.  
11 Thank you. I appreciate your testimony. Ms. Link,  
12 anything further from the Utility?

13 MS. LINK: Not at this time.

14 COMMISSIONER LEVAR: I think we'll go  
15 to Mr. Dodge next.

16 MR. DODGE: Thank you, Mr. Chairman.  
17 Glen Canyon Solar calls Keegan Moyer.

18 KEEGAN MOYER,  
19 having been first duly sworn to tell the truth, was  
20 examined and testified as follows:

21 DIRECT EXAMINATION

22 BY MR. DODGE:

23 Q Thank you, Mr. Moyer. Will you tell us a  
24 little bit about who you are and for whom you work?

25 A My name is Keegan Moyer. I'm a principal

1 at Energy Strategies, which is a power consulting  
2 firm based here in Salt Lake City.

3 Q And on whose behalf are you appearing this  
4 morning?

5 A I am appearing on behalf of Glen Canyon  
6 Solar A and B.

7 Q Have you reviewed and did you take part in  
8 preparation of comments filed by Glen Canyon Solar A  
9 and B in these two dockets?

10 A Yes, I did.

11 Q And do you adopt that as your testimony  
12 here this morning?

13 A Yes, I do.

14 Q Thank you. Do you have a summary that you  
15 would like to provide this Commission of your  
16 testimony in these dockets?

17 A Yes.

18 Q Please proceed.

19 A With the comments that I just adopted,  
20 Glen Canyon Solar takes the position that the  
21 Commission-approved avoided cost methodology  
22 considered and incorporated all of the appropriate  
23 cost and price implications of transmission  
24 constraints. In short, there was no aspect of the  
25 Glen Canyon Solar study that was not performed

1 consistent with prior and similar QF avoided cost  
2 pricing studies. Moreover, even if there had been a  
3 flaw in the approved methodology, that flaw should  
4 have been addressed -- should not be addressed in  
5 this proceeding as it would only be appropriate to  
6 address the matter in a future proceeding on a  
7 prospective basis. Changing the methodology  
8 retroactively at this stage in the process would be  
9 unfair, inappropriate, and unlawful.

10           The main concern raised by the Division is  
11 an alleged "material omission" stemming from the  
12 testimony filed by a Rocky Mountain Power witness in  
13 the related Interconnection Docket. The testimony  
14 appears to have led the Division to believe that  
15 Rocky Mountain Power failed to include significant  
16 transmission constraints in the modeling of avoid  
17 costs and pricing contracts. Glen Canyon does not  
18 agree with this conclusion for a number of reasons.

19           The misunderstanding that leads the  
20 Division to this conclusion relates to contractual  
21 obligations Rocky Mountain Power holds with the  
22 Arizona Public Service whereby Rocky Mountain Power  
23 must honor a call option that would allow Arizona  
24 Public Service to schedule a hundred megawatts from  
25 south to north at Glen Canyon or Four Corners for

1 delivery to Idaho. What the Division fails to  
2 recognize -- as this information was not made  
3 available at the time -- is that the call option is  
4 fully represented in the avoided cost model at Four  
5 Corners as represented by Rocky Mountain Power.  
6 They also fail to recognize that APS has used the  
7 Glen Canyon call option for extremely few hours over  
8 the previous five-year period and thus, reflecting  
9 the call option agreement at Four Corners is  
10 reasonable and consistent with use of the path. In  
11 addition, it is consistent with other transmission  
12 assumptions in the avoided cost model.

13 In the interconnection docket, neither  
14 PacifiCorp nor Glen Canyon Solar witnesses has  
15 claimed or suggested that there are cost  
16 implications of the Glen Canyon Solar projects that  
17 are not but that should be included in the avoided  
18 cost pricing model. There remain challenges tied to  
19 the project's interconnection study procedures, but  
20 those will be addressed in the interconnection  
21 docket. There is thus no issue whether the avoided  
22 cost models properly determined avoided energy and  
23 capacity costs for these projects. Rather, the  
24 dispute is over whether PacifiCorp can properly  
25 include the cost of unnecessary and avoidable

1 delivery-related network upgrades as interconnection  
2 costs to be assigned to the Glen Canyon Solar  
3 projects. To be clear, the issue is not relevant to  
4 the narrow scope of this docket which is to  
5 determine the prudence of approved PPAs that have  
6 been priced using the Commission-approved and  
7 appropriately applied avoided cost methodology.

8 By the misunderstandings I described, the  
9 Division comments confirm that the avoided cost  
10 pricing for the Glen Canyon Solar PPAs is consistent  
11 with the approved methodology and that their terms  
12 are consistent with Schedule 38 and other approved  
13 PPAs. However, even if the Division continues to  
14 believe that the Commission-approved avoided cost  
15 pricing methodology may not fully address all  
16 relevant issues, those concerns should be addressed  
17 and resolved in an appropriate docket on a  
18 prospective basis and should not be applied  
19 retroactively to the Glen Canyon Solar's fully  
20 executed PPAs. This ensures that a proper record is  
21 developed, hearings are held, and all affected  
22 parties have been given a chance to weigh in if the  
23 changes to the avoided cost model pricing  
24 methodology are considered.

25 Glen Canyon Solar has relied upon the

1 current avoided cost pricing methodology and upon  
2 the resulting prices to develop the projects at a  
3 pace that would allow for commercial operation by  
4 the date set forth in the PPAs. Even if the  
5 Division continues to express concern on the  
6 modeling of highly nuanced and rarely used  
7 transmission factors, it should not affect these  
8 PPAs which have been executed in good faith with the  
9 Commission-approved process. Given that the  
10 Division did not express any other concerns, Glen  
11 Canyon Solar supports the Commission's approval of  
12 the two signed PPAs. That concludes my summary.

13 MR. DODGE: Thank you. Mr. Moyer is  
14 available.

15 COMMISSIONER LEVAR: Ms. Link, do you  
16 have any questions for Mr. Moyer?

17 CROSS-EXAMINATION

18 BY MS. LINK:

19 Q Yes. Mr. Moyer, in your opinion, is the  
20 assumption that the APS transmission rights move on  
21 the Four Corners path in the grid model? Which is  
22 just an assumption for the purposes of modeling,  
23 clearly, correct?

24 A Yes.

25 Q But, in your opinion, is that consistent

1 with PacifiCorp's must-purchase obligation under  
2 PURPA in allowing the Glen Canyon projects to move  
3 on the Glen Canyon/Sigurd line for the purposes of  
4 avoided cost modeling? I can break that down.

5 A Yes. Can you say that again?

6 Q So the avoided cost model -- just  
7 assumptions in the model, so I don't want this to be  
8 taken as any sort of meaning beyond just an  
9 assumption in the model -- but, in the model, grid  
10 assumes that the APS contract rights move on the  
11 Four Corners path. Isn't that allowed, among other  
12 things, that the model assumes, including certain  
13 things about short-term transmission availability  
14 and other things that Mr. MacNeil discusses in more  
15 detail in his testimony, but that assumption allowed  
16 the Glen Canyon power to move across the Glen  
17 Canyon/Sigurd line, correct?

18 A Yes.

19 Q And, in your opinion, is that  
20 consistent -- that modeling assumption -- consistent  
21 with modeling a must-purchase obligation?

22 A Yes.

23 MS. LINK: Thank you.

24 COMMISSIONER LEVAR: Okay. Thank  
25 you. Mr. Jetter?

1 CROSS-EXAMINATION

2 BY MR. JETTER:

3 Q I have a few brief questions. You  
4 described in your opening statement -- I think you  
5 essentially -- I think you characterized the  
6 Division's understanding as that the APS contract  
7 was not properly modeled in the model; is that  
8 correct?

9 A Yes.

10 Q And it was your opinion, if I understand  
11 correctly, that it was, in fact, captured by the  
12 model?

13 A Yes.

14 Q And were you in the room about five  
15 minutes ago when Witness MacNeil explained that a  
16 call option contract could not be included in the  
17 model?

18 A I don't think that's consistent with my  
19 understanding of what he reported.

20 Q Okay. Is it consistent with the  
21 understanding that the model could not accurately  
22 predict a call option and when it would be used?

23 A Yes.

24 MR. JETTER: I have no further  
25 questions.



1 COMMISSIONER LEVAR: Any redirect,  
2 Mr. Dodge?

3 MR. DODGE: No, thank you.

4 COMMISSIONER LEVAR: Commissioner  
5 Clark, do you have any questions?

6 COMMISSIONER CLARK: No questions.

7 COMMISSIONER LEVAR: Commissioner  
8 White?

9 COMMISSIONER WHITE: No questions.  
10 Thank you.

11 COMMISSIONER LEVAR: And I don't  
12 either, so thank you, Mr. Moyer. Mr. Dodge,  
13 anything else?

14 MR. DODGE: No, thank you.

15 MR. JETTER: The Division would like  
16 to call and have sworn in Mr. Charles E. Peterson.

17 CHARLES E. PETERSON,  
18 having been first duly sworn to tell the truth, was  
19 examined and testified as follows:

20 DIRECT EXAMINATION

21 BY MR. JETTER:

22 Q Good morning, Mr. Peterson. Would you  
23 please state your name and occupation for the  
24 record?

25 A Charles E. Peterson. I'm a utility

1 consultant with the Division of Public Utilities.

2 Q Thank you. Have you made recommendations  
3 to the Commission in this docket?

4 A Yes.

5 Q And I believe that the comments were  
6 entered into the record on a motion by Mr. Dodge  
7 earlier for all parties. Are there any corrections  
8 or changes you'd like to make to the prefiled  
9 comments?

10 A No.

11 Q Have you prepared a brief statement  
12 summarizing the Division's position?

13 A Yes, I have.

14 Q Please go ahead.

15 A Good morning, Commissioners. The Division  
16 cannot support the purchase power agreements before  
17 the Commission in these dockets as being just and  
18 reasonable and in the public interest. Under PURPA,  
19 the primary input and control the state regulators  
20 have is over the contract pricing and some of the  
21 contract terms for qualifying facilities. The  
22 standard that the Commission and Division have to  
23 uphold is ratepayer indifference. That is, that  
24 ratepayers are indifferent to whether they receive  
25 power from the QF or from the Utility's conventional

1 resources.

2 In these contracts, the Division is  
3 concerned that significant information was omitted  
4 or glossed over in the preparation of contract  
5 pricing. Specifically, the Company, in preparing  
6 the avoided cost pricing set forth in these  
7 contracts, made no effort to model a significant  
8 constraint that was known to the Company and unique  
9 to the specific transmission line that the Glen  
10 Canyon developments are proposing to interconnect  
11 to, and simply assumed that the Glen Canyon  
12 interconnection would be business as usual.

13 Additionally, in reply comments to these  
14 dockets and in surrebuttal testimony in the closely  
15 related Docket No. 17-035-36, the Company has added  
16 to the Division's concern when it says, essentially,  
17 it ignored the impact of what it calls "trapped  
18 energy" and by its admission that it modeled at  
19 least the Glen Canyon B site, assuming that the Glen  
20 Canyon A site was 68 megawatts instead of  
21 74 megawatts. For its part, the Company contends  
22 that it essentially modeled the Glen Canyon QFs the  
23 way it always models QFs in Utah and that such  
24 modeling has been approved by the Commission and is  
25 therefore just and reasonable. The Division

1 believes that the Company has a duty to use some  
2 intelligence in its modeling inputs and includes  
3 significant constraints or other problems that are  
4 known to it. The Company is, in fact, the  
5 ratepayer's first line of defense in maintaining the  
6 ratepayer indifference standards required by PURPA.

7 Both the Company and Glen Canyon appear to  
8 maintain that any issues that are unique to a given  
9 location are only to be resolved through the  
10 interconnection process and the transmission service  
11 request process. The Division disagrees. This  
12 raises the additional concern attached to these  
13 contracts. As is abundantly clear in the closely  
14 related 17-035-36 Docket, there is a risk that  
15 ratepayers may be asked to pay for perhaps hundreds  
16 of millions of dollars in transmission upgrades in  
17 order to satisfy Glen Canyon's needs at this  
18 particular location. Such an eventuality would also  
19 not keep ratepayers indifferent to the supply of  
20 power from the proposed Glen Canyon facilities.

21 At this time, the outcome of the  
22 interconnection and transmission service studies is  
23 not known. As an aside, the Division had agreed to  
24 extend the timing of comments in this hearing, in  
25 part because it understood that at least the

1 interconnection study might be completed by early  
 2 September and therefore available for us to review  
 3 and comment on as necessary. Now the Division  
 4 understands that the study will be completed in  
 5 December, or if recent history is a guide, even  
 6 later. If the Commission does decide that the  
 7 pricing in the contracts is acceptable, it should  
 8 condition approval on the transmission issue not  
 9 requiring additional network upgrades that would be  
 10 paid by ratepayers.

11 In sum, the Division cannot support  
 12 approval of the Glen Canyon contracts until these  
 13 issues are satisfactorily resolved. That concludes  
 14 my comments. Thank you.

15 MR. JETTER: I have no further  
 16 questions. Mr. Peterson is available for cross.

17 COMMISSIONER LEVAR: Thank you.  
 18 Ms. Link, any questions for Mr. Peterson?

19 MS. LINK: If it's okay with you,  
 20 Chair, I'd like to follow Mr. Dodge.

21 COMMISSIONER LEVAR: Any objection,  
 22 Mr. Dodge?

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

24  
 25

1 CROSS-EXAMINATION

2 BY MR. DODGE:

3 Q Mr. Peterson, you believe that the Company  
4 has an obligation to model significant constraints.  
5 Define that term.

6 A A significant constraint would be one that  
7 would impact the pricing in the QF contract in a  
8 noticeable way.

9 Q Define noticeable.

10 A Well, I would say anything above about 25  
11 or 50 cents per megawatt hour.

12 Q Have you done any analysis to determine  
13 whether that would occur in this case, if that  
14 constraint had somehow been modeled as you think it  
15 should have been?

16 A I have not done a specific analysis, but  
17 my understanding of what the Company is saying in  
18 the 36 docket, that, at least for the months of --  
19 the summer months which I understand as being  
20 defined as May 15 through September 15 -- it cannot  
21 make available the transmission line to Glen Canyon.  
22 That would mean that any power generated by Glen  
23 Canyon facilities -- and my understanding under  
24 PURPA is the Company must accept and pay for that  
25 power, regardless of what it might be able to do

1 with it -- you have a significant period of time  
2 where the Company seems to be saying that it cannot  
3 accept power from Glen Canyon, and, consequently,  
4 there would be no value of that power to ratepayers.  
5 So I think that's a fairly significant cause for  
6 concern.

7 Q Let's try and break that down,  
8 Mr. Peterson. Is it your understanding in the other  
9 docket or even in this one that the Company is  
10 saying that they cannot take it for significant  
11 periods -- take power for significant periods on  
12 that line or on that path -- or rather that they  
13 have a firm call option that means they can't give a  
14 firm commitment at all times on that line?

15 A My understanding is that it's both.  
16 Because they cannot give a firm commitment to take  
17 power, it's required of them to provide firm  
18 transmission capacity to Glen Canyon and that it  
19 cannot do so, and that is a serious concern.

20 Q And have you researched whether there is  
21 some requirement that QF energy be moved on a firm  
22 transmission right as opposed to other available  
23 transmission rights?

24 A I have not done anything independent other  
25 than the representations and my understanding of the

1 Company's testimony in the 36 docket.

2           **Q**     So if your understanding of what you think  
3 the Company is saying were incorrect and it were  
4 permissible for the Utility to take Glen Canyon  
5 Solar QF power on a non-firm basis and move it to  
6 load, then do you have an understanding of whether  
7 there would be a significant risk of that power not  
8 being moved to load in most hours?

9           **A**     If that is what is finally determined to  
10 be the case in these dockets collectively, then that  
11 would certainly significantly diminish the  
12 Division's concerns. And perhaps these other issues  
13 that were raised in surrebuttal and reply comments  
14 regarding the modeling of the project -- the  
15 combined A and B projects -- to be 89 megawatts and  
16 the trapped energy issue may be determined to be  
17 insignificant matters that we would, then, change  
18 our opinion about this. I would agree that if it  
19 can be determined or if it is determined that the  
20 Company's requirements -- or their stated  
21 requirements that they have under PURPA regarding  
22 firm energy transmission -- if that is not correct,  
23 then I would agree that that would impact our  
24 opinion.

25           **Q**     And to be clear, no one has argued there's



1 not an obligation to purchase QF energy on a firm  
2 basis. I think all parties acknowledge that PURPA  
3 said that. The question I'm directing is the  
4 obligation, once it's been purchased, does it always  
5 have to move on firm transportation? You accept if  
6 that's not the case, the evidence in this docket  
7 shows that there would be an ability to move that  
8 power in most hours?

9 A Yes, I would agree with that.

10 Q This part is confidential so I won't ask  
11 for a number, but you read Mr. Keegan's testimony  
12 where he showed how often the south-to-north segment  
13 of the Glen Canyon to PACE line had been used in the  
14 last five years by APS? Did you see that testimony?

15 A You're talking about something that was  
16 not introduced into evidence; is that correct?

17 Q He addresses it without -- well, I think  
18 we do have the numbers in his testimony in this  
19 docket, it's just confidential.

20 A Yes, I have seen those numbers and I  
21 recognize that there is on a non-firm basis,  
22 significant capacity on those lines.

23 Q Or a short-term firm basis, perhaps?

24 A Perhaps on a short-term firm, but I don't  
25 know for sure about that.

1           Q     And, then, lastly, you said something that  
2     concerned me a bit about your understanding that  
3     they must take it even if it's not deliverable. I  
4     think you said something to that effect. It is your  
5     understand of PURPA -- well, let me ask it this way.  
6     Did you hear Mr. MacNeil this morning say that in  
7     the event that they, in fact, cannot accept power  
8     because a transmission line won't allow it, that  
9     they can curtail it because it's a liability issue?

10          A     I understand there are certain situations  
11     where a utility could curtail a QF and reliability  
12     issues, I understand, may be one of those potential  
13     applications for curtailment. However, as a general  
14     operating situation that is known, going into the  
15     case as opposed to something that turns up in an  
16     unforeseen emergency, I don't think that's  
17     necessarily a curtailable reliability issue, but  
18     that is frankly beyond my expertise.

19                   MR. DODGE: Thank you. No further  
20     questions.

21                   COMMISSIONER LEVAR: Thank you.

22     Ms. Link?

23

24

25

1 CROSS-EXAMINATION

2 BY MS. LINK:

3 Q Mr. Peterson, my understanding of your  
4 testimony just now -- and correct me if I'm wrong --  
5 is that you think the avoided cost pricing didn't  
6 adequately model the impact of the APS call right;  
7 is that correct?

8 A That's correct.

9 Q And your understanding is if we had --  
10 what, in your opinion, would have been the  
11 appropriate modeling of the APS call right?

12 A Based upon my understanding of the  
13 Company's testimony and representations that they  
14 are required to offer -- they're required to keep,  
15 at least during the summer months, their capacity on  
16 a transmission line open and available for APS to  
17 use -- that the proper pricing would be to give zero  
18 value to the PPAs during that month, because based  
19 upon my understanding of the representations of the  
20 Company in the 36 docket, the 17-035-36 Docket, they  
21 cannot do an interconnection agreement and ask for  
22 transmission service on that line without  
23 potentially doing significant upgrades. And  
24 consequently, to me, they're saying they cannot move  
25 that power, at least during certain seasonal

1 periods, from Glen Canyon, and that power, to the  
2 extent that it's generated, would not have any value  
3 to ratepayers.

4 Q So you understand that the model does --  
5 instead of giving it a zero price, it just assumes  
6 that -- when the generation can't be delivered, it  
7 isn't removed from equation. So it is accounted  
8 for, it's just not given a zero price because the  
9 zero price would skew the pricing results,  
10 potentially.

11 A Well, it would certainly lower the pricing  
12 results, which is exactly the point. And to the  
13 extent that the must-take requirement that  
14 PacifiCorp has relative to the qualifying facility,  
15 the Company may be forced to pay for the power even  
16 if it can't use it.

17 Q Let's back up and get to a higher level,  
18 because I think we're getting into the weeds of what  
19 interconnection and transmission are instead of  
20 avoided cost pricing. And avoided cost pricing  
21 considers an appropriate, reasonable, power cost for  
22 the QF power, correct?

23 A Yes. It maintains ratepayer indifference  
24 and, certainly, the pricing has to include any  
25 constraints or any issues related to the movement of

1 that power. I do not agree that it's simply an  
 2 interconnection or a transmission service issue --  
 3 which I understand that that's the Company's  
 4 position -- but I do not agree that that is the only  
 5 place that these constraints can be or should be  
 6 considered.

7 Q Well, again, I appreciate that you're  
 8 trying to figure out where I'm going, but we have a  
 9 must-purchase obligation as you've noted, correct?

10 A Yes.

11 Q And at the time that we are developing the  
 12 indicative avoided cost prices, the merchant  
 13 function, who, of PacifiCorp that produces these  
 14 prices, does not know what the specifics of the QF's  
 15 interconnection study or what a transmission service  
 16 study is going to show, do they?

17 A Typically, my understanding is they do  
 18 not. However -- okay, go ahead.

19 Q Correct. They don't know. So what the  
 20 merchant function has to do in developing its  
 21 avoided cost prices is assume the transmission  
 22 constraints as they exist today, correct?

23 A What are known or knowable, yes.

24 Q Yes. And I think you interpreted in your  
 25 comments one of our data request responses in saying

1 we look at all known transmission constraints as  
 2 meaning we look at all known transmission  
 3 constraints in a particular manner or in a manner  
 4 that you prefer; is that correct?

5 A That was the representation of the Company  
 6 in its data request response.

7 Q Which we said we consider all transmission  
 8 constraints, which we did in this case, correct? We  
 9 put the power -- we assumed the APS power at its  
 10 call right across the Four Corners line, correct,  
 11 for modeling purposes?

12 A That's the crux of our disagreement.

13 Q But if we hadn't, how could we model a  
 14 must-purchase obligation?

15 A Perhaps you couldn't, but, in any case,  
 16 the Company did not ever bring this up earlier with  
 17 the Division or the Commission where we could  
 18 perhaps have worked through this.

19 Q I think, in fact, when we brought our  
 20 PDDRR method before this Commission -- the  
 21 Proxy/PDDRR method before this Commission -- we have  
 22 explained how this works. This is not the only area  
 23 of our system that's constrained, and we did explain  
 24 how we were dealing with those constraints, and we  
 25 did explain about trapped energy, correct?

1           A     Well, perhaps at a very high level that  
2     was explained, but we have before us a specific  
3     situation here where there is a specific issue which  
4     the Company did not model.

5           Q     We did model, we just modeled in a way  
6     that you don't agree with, correct?

7           A     I guess you could characterize it that  
8     way, but that's your characterization.

9                     MS. LINK: I don't feel like we're  
10    going to get anyplace, so I'm going to be done, but  
11    thank you.

12                    COMMISSIONER LEVAR: Thank you.  
13    Mr. Jetter, any redirect?

14                    MR. JETTER: I do have a brief  
15    redirect, actually.

16                    REDIRECT EXAMINATION

17    BY MR. JETTER:

18           Q     Mr. Peterson, in a fairly recent FERC  
19    decision, the FERC described the time in which a  
20    utility might curtail a QF, one that's entered into  
21    a long-term contract, as only during the system  
22    emergency which was defined as a condition on the  
23    utility's system which was likely to result in  
24    imminent, significant, disruption of service to  
25    customers, or is imminently likely to endanger life

1 or property. Based on that definition, if a utility  
2 transmission operator were deciding between honoring  
3 a call option contract or taking power from the  
4 QF -- I guess I'm not asking for a legal opinion --  
5 but you would consider breaching a contract  
6 equivalent to endangering life or property or an  
7 imminent significant disruption to customers?

8 A Again, as a nonlegal opinion, that would  
9 be my conclusion that it does not fit that.

10 Q At least under that definition, it is  
11 possible that the Utility would be required to  
12 continue take from the QF where it may be described  
13 here as an opportunity to curtail?

14 A That would be my understanding that they  
15 would still have the must-take obligation.

16 MR. JETTER: I have no further  
17 redirect.

18 COMMISSIONER LEVAR: Any recross,  
19 Mr. Dodge?

20 RECROSS EXAMINATION  
21 BY MR. DODGE:

22 Q I guess just one follow-up on that.  
23 Acknowledging you're not a lawyer and you just gave  
24 an opinion on what an emergency might be -- none of  
25 the witnesses in this case are lawyers and they're



1 all giving legal opinions. Sorry for the  
2 commentary. If there were a way -- whether through  
3 a consent of Glen Canyon Solar or otherwise -- for  
4 the Company to honor the APS call option anytime  
5 it's called upon and for the Glen Canyon Solar  
6 project to be curtailed, either because it was an  
7 emergency or because of consent, if there were a way  
8 to do that, that would alleviate that concern, would  
9 it not?

10 A I think it substantially would, yes.

11 MR. DODGE: Thank you. No further  
12 questions.

13 COMMISSIONER LEVAR: Ms. Link, any  
14 recross?

15 MS. LINK: No. Thank you, Chair.

16 COMMISSIONER LEVAR: I have one  
17 question for Mr. Peterson.

18 BY COMMISSIONER LEVAR:

19 Q Are you aware of anything in Schedule 38  
20 or the Commission-approved PDDRR method that would  
21 require PacifiCorp to model avoided cost pricing in  
22 the way you suggested or, alternatively, are you  
23 aware of anything in the Schedule 38 or the approved  
24 method that PacifiCorp has violated in their  
25 modeling?

1           A     At a high level, I would say no they  
2 haven't violated anything that has been previously  
3 specifically approved. However, I think there are  
4 many things that PacifiCorp does do to make their  
5 modeling operational. One thing is they model the  
6 specific location of the QF and the specific  
7 characteristics that the QF is intended to have, and  
8 there are other modeling inputs that they  
9 necessarily have to make. I'm not -- the  
10 characterization has been that the Division is  
11 asking for a change in methodology, and the Division  
12 is not asking for a change in methodology, but only  
13 having what we think would be more correct inputs  
14 into the model. And there are many things that are  
15 left to the Company's discretion, necessarily so,  
16 since it's a very complex model and it would not be  
17 reasonable for regulators to necessarily approve  
18 each and every step that the Company has to do to  
19 make the model operational.

20                   So at a high level, I would agree, and we  
21 did say that we have not perceived any  
22 transgression, per se, of Schedule 38. But we have  
23 a larger duty we believe as the Division, to look  
24 out for the ratepayer indifference standards, and we  
25 think that in this particular case, there is a

1 significant concern about the way the Company  
2 implemented the model and its inputs, which we have  
3 described.

4 As an aside, this is a unique  
5 circumstance. It's the first time the Division has  
6 felt that there's been a significant problem with  
7 the input that was not resolved before it came  
8 before the Commission.

9 Q Thank you. I think I have one or two  
10 follow-up questions. Would you consider it accurate  
11 to characterize your request to the Commission today  
12 as asking us to impose a more granular requirement  
13 in their modeling than we have previously addressed  
14 or required in previous dockets?

15 A Well, to the extent, I suppose, the  
16 Division is implicitly saying that it should be  
17 recognized by the Company in its modeling, that when  
18 there are particular locational issues or other  
19 issues with a given contract or QF facility that  
20 might be brought forward to the Commission for  
21 approval, that it take those items explicitly into  
22 consideration and not just rely -- as the Company  
23 has indicated -- on its latest IRP considerations.  
24 I think this is the focus of the issue here is that  
25 there was a particular problem with this particular

1 location that the Company did not, in the Division's  
2 view, adequately deal with in its modeling. And we  
3 don't think it's sufficient for the Company to  
4 simply say that, well, we modeled it as we've always  
5 done it. I don't know that the Commission  
6 necessarily ought to wade into the weeds, on the  
7 minutia of the modeling, particularly other than to  
8 highlight that we believe the Company has an  
9 obligation to consider specifically known issues  
10 that might arise in a given location with a given QF  
11 developer.

12 Q I think you may have already answered my  
13 last follow-up question, but I'm going to ask it  
14 anyway in case it leads you to speak to it in a  
15 different way. And I believe I'm characterizing  
16 Mr. Moyer's testimony earlier correctly when I say  
17 he suggests that any new obligations under Schedule  
18 38 that we have not previously imposed should be  
19 done in a broader perspective Schedule 38 docket  
20 that allows all stakeholders to participate. I  
21 think I understood his testimony to indicate that  
22 premise. Do you have any comment to that  
23 suggestion?

24 A Well, I think, again, the characterization  
25 is that we have been proposing a change in

1 methodology, and to the extent we believe that there  
2 is a requirement or a methodological change being  
3 made across the board that I would agree with  
4 Mr. Moyer, that that should be brought forward  
5 prospectively. But what the Division is asking for  
6 in its opinion is not a methodological change, but  
7 putting correct inputs into the model that has been  
8 accepted that correctly -- or at least more  
9 correctly -- models known issues at a particular  
10 location with a particular facility. And that's the  
11 Division's position, and we believe that it is  
12 necessary in this case for the Division to bring  
13 this forward in the manner it has, in order to  
14 protect ratepayer indifference.

15 COMMISSIONER LEVAR: I appreciate  
16 your answers to those questions. Commissioner  
17 Clark, do you have any questions?

18 COMMISSIONER CLARK: Just a couple in  
19 the same area.

20 BY COMMISSIONER CLARK:

21 Q As the Company approaches modeling the  
22 particular contractual obligations that we're  
23 discussing, to what degree should it be guided by  
24 how those contractual obligations have been utilized  
25 historically in reaching its decision about how it

1    **models this constraint, that you have described?**

2            A        In the first instance, I think generally  
3    speaking, what the Company does do is a reasonable  
4    assumption to look at history. I think the problem  
5    that arises here is that there is a particular  
6    constraint that was known and is apparently very  
7    significant as we see in the other docket. And  
8    given the level of concern that the Company itself  
9    has raised, it should have known that something  
10   should have been done earlier in the modeling  
11   effort. If these contractual obligations make no  
12   difference to anybody, based on historical  
13   application and that the QF can be safely  
14   interconnected to the system and not interfere with  
15   the previous contracts, then the way the Company  
16   does its modeling is fine. But the Company itself  
17   raised the issue that there is a contractual  
18   conflict at this particular location, and I think in  
19   that instance, particularly, it's incumbent on the  
20   Company to do its pricing modeling correctly, or at  
21   least better take into account the contractual  
22   conflict than just assume that everything will  
23   continue to operate normally as it's modeled in its  
24   IRP, for example.

25                                   COMMISSIONER CLARK: That concludes

1 my questions. Thank you.

2 COMMISSIONER LEVAR: Commissioner

3 White?

4 BY COMMISSIONER WHITE:

5 Q Mr. Peterson, if I understand your  
6 testimony correctly, do you believe the Company  
7 incorrectly modeled the avoided cost pricing  
8 inconsistent with the avoided cost methodology  
9 approved in Docket 1235's 100? In other words, what  
10 I'm trying to get at is I'm trying to divorce -- or  
11 maybe it's not possible to divorce -- that  
12 methodology as opposed to the potentially disputed  
13 issues of law, in fact, in other dockets. Is your  
14 question whether or not they should have informed  
15 their pricing methodology with those other issues?

16 A Yes. We think that certainly as  
17 demonstrated in the other docket, these known  
18 contractual conflicts, or apparent conflicts, raises  
19 to the level that they should have modeled that  
20 transmission segment differently than just a  
21 business-as-usual modeling. And that's the  
22 Division's position. Again, we're not trying to  
23 change the methodology, but we're saying that the  
24 Company has an obligation when it has known  
25 significant issues at a particular location to

1 correctly -- or at least attempt -- to correctly  
2 model those constraints and the Division believes  
3 that it did not do so in this case.

4 Q Is it your understanding the Company could  
5 take the existing grid model and the existing  
6 avoided cost methodologies as we know it and inform  
7 that with potential contractual constraints even if  
8 those were potentially disputed?

9 A Well, we believe that the Company can and  
10 does modify the grid model to meet changing  
11 circumstances and could -- as a physical process --  
12 could model that or come to some method of modeling,  
13 making those modeling changes in the inputs that it  
14 does. If the issue was going to arise to a major  
15 dispute, the Division believes that it would have  
16 been better to raise the issue earlier in the  
17 process when it was first asked to model it. If the  
18 Company did not know of a good way of modeling it  
19 and tried to get Division and Commission sign-off on  
20 the input changes, but it did not do that.

21 Q I just have one follow-up and it's really  
22 a follow-up to Chair Levar's question. What I feel  
23 like this discussion is about is potential further  
24 granularity or clarity in the avoided cost  
25 methodology with respect to when and how certain



1 contractual constraints are included as input  
 2 because, again, I'm not sure if I've heard testimony  
 3 yet that this has been a typical process in terms of  
 4 avoided cost methodology, but it sounds like the  
 5 Division has raised a potential suggestion that that  
 6 might be helpful in providing further clarity in  
 7 avoided cost pricing in the future?

8 A Well, to the extent that it appears that  
 9 transmission constraints may increasingly become an  
 10 issue, that there may be some benefit in the  
 11 Commission giving guidance to that. To the extent  
 12 that this is maybe a one-off situation that is  
 13 highly unique, then I do not see the need for the  
 14 Commission to weigh in on statements about increased  
 15 granularity in the process. But that is certainly  
 16 something the Commission can and probably should  
 17 consider.

18 COMMISSIONER WHITE: I have no  
 19 further questions. Thank you.

20 COMMISSIONER LEVAR: Thank you,  
 21 Mr. Peterson. Mr. Jetter, anything else from the  
 22 Division?

23 MR. JETTER: No. Thank you.

24 COMMISSIONER LEVAR: Anything else  
 25 from any party on the 26 or the 28 dockets?

1 MR. DODGE: Yes, Mr. Chairman. In  
2 light of Mr. Peterson's testimony here this morning,  
3 which I would summarize as, if he's correctly  
4 interpreting what he thinks the Company is claiming  
5 in the other docket, in the 36 docket, then he  
6 thinks there's a constraint. If he's  
7 misinterpreting that, then the constraint may be  
8 insignificant. Given that, I move that the record  
9 in these dockets be left open to incorporate the  
10 record in the 36 docket, because those issues will  
11 be addressed directly in that docket. And I believe  
12 the Commission should have the benefit of that in  
13 reaching it's conclusion in these dockets.

14 COMMISSIONER LEVAR: If anyone  
15 objects to that motion, please indicate to me.

16 MS. LINK: I don't know that I object  
17 to that motion in particular, Chairman and  
18 Commissioners, I would just note that I think that  
19 the issues between the two dockets -- there was a  
20 point where this Commission considered consolidating  
21 all of them into one case and I think that  
22 appropriately didn't occur, because the issues  
23 over -- fundamentally, the issue of whether or not  
24 Glen Canyon is entitled to use ESM's existing  
25 transmission rights to move its power are separate

1 from what an appropriate avoided cost price for that  
2 power is. The very nature of how Schedule 38 is set  
3 up when we do the avoided cost prices and how we do  
4 them isn't designed to say this particular QF is  
5 going to move across this particular path in this  
6 manner using these rights. It's just -- the model  
7 tries to move the power to meet the must-purchase  
8 obligation, assuming the existing rights that ESM  
9 has today and limitations on the use of those  
10 rights. And, in this case, it can't choose between  
11 the two paths. For as long as we've been -- since  
12 at least 2008, this APS contract has been modeling  
13 for all QF avoided cost studies for our net power  
14 cost studies as moving on the Four Corners path.  
15 And so we think it's just -- the outcome over there  
16 is actually irrelevant, in my opinion, to whether or  
17 not the avoided cost prices were appropriately done  
18 under the existing methodology, given how Schedule  
19 38 is set and how that methodology works. So I'm  
20 not sure we need to wait.

21 COMMISSIONER LEVAR: Is this an  
22 opposition to the motion then to allow -- my  
23 understanding of the motion is to allow us to  
24 consider if this is going to be presented in the 36  
25 docket and the 26 and 28 dockets, it might be

1 appropriate to consider this motion at the  
2 conclusion of the 36 docket. Mr. Dodge, did you  
3 have any comments?

4 MR. DODGE: I'm fine with that. I  
5 actually agree with everything that Ms. Link just  
6 said. In my view and I think in her view, the  
7 Division's comments do not relate to approval of the  
8 PPA. They're a different issue that will be dealt  
9 with elsewhere, and if the Commission is prepared to  
10 conclude that then we don't need to keep it open, to  
11 the extent the Commission has issued questions about  
12 the Division's concerns and whether they implicate  
13 the avoided cost pricing. That's the basis on which  
14 I would want to keep it open. So I'm happy to raise  
15 that later or the Commission can indicate whether it  
16 needs that information to make this decision.

17 COMMISSIONER LEVAR: It does seem to  
18 me something that would be appropriate to consider  
19 at the conclusion of all the other testimony, 36.  
20 Mr. Jetter?

21 MR. JETTER: I actually disagree with  
22 the other two parties on this issue. The  
23 interconnection costs and the QF pricing are  
24 inextricably intertwined, and that's why states have  
25 regulatory authority over the interconnection

1 process is because there are costs that could get  
2 lost if the two were separated. And that's the  
3 fundamental reason why they're connected together  
4 and put under state authority is that, specifically,  
5 network upgrade costs that might be included in an  
6 interconnection could also potentially be paid for  
7 in a QF pricing model. And so I think that the two  
8 issues are very closely related, and the Commission  
9 should consider all of the evidence in both to make  
10 sure that the results of all three of these dockets  
11 is consistent and protects ratepayers.

12 COMMISSIONER LEVAR: Do you have any  
13 objection to considering that issue with a  
14 conclusion of the 36 hearing?

15 MR. JETTER: I think that's fine. My  
16 argument would probably be the same, so either way  
17 is okay with me.

18 COMMISSIONER LEVAR: Looks like we  
19 have some consensus to keep this issue open for now.  
20 Do we have anything further on the 26 and 28 dockets  
21 then, subject to this issue? It would make sense  
22 take a short break. We would intend to move into  
23 testimony on the 17-035-36 docket. Since this is  
24 Glen Canyon's request for agency action I would  
25 presume they would present their witnesses first.

1 Is that acceptable to everyone, or does anyone need  
2 more time than that? Considering that we've shaken  
3 up the procedure this morning, does anyone need more  
4 time than that? Okay. We'll come back in about ten  
5 minutes. Thank you.

6 (A brief recess was taken.)

7 COMMISSIONER LEVAR: Mr. Dodge.

8 MR. RUSSELL: Thank you. Glen Canyon  
9 Solar will call Sean McBride to the stand.

10 SEAN MCBRIDE,  
11 having been first duly sworn to tell the truth, was  
12 examined and testified as follows:

13 DIRECT EXAMINATION

14 BY MR. RUSSELL:

15 Q Mr. McBride, good morning. Do you have  
16 with you a copy of the prefiled testimony submitted  
17 on behalf of Mr. Ryan Creamer?

18 A Yes.

19 Q And, just for the record, you are not  
20 Mr. Ryan Creamer, correct?

21 A That's correct.

22 MR. RUSSELL: And just for the  
23 purpose of the Commission, Mr. Creamer couldn't be  
24 here this morning. We are presenting Mr. McBride to  
25 adopt the testimony, and I'll go through what

1 portions he will adopt.

2 BY MR. RUSSELL:

3 Q Mr. McBride, could you state your name for  
4 the record, please?

5 A My name is Sean McBride,  
6 S-e-a-n M-c-B-r-i-d-e.

7 Q And what is your business address?

8 A The business address is 2180 South 1300  
9 East, Suite 600, Salt Lake City, Utah.

10 Q And by whom are you employed and in what  
11 capacity?

12 A I'm the general counsel of sPower.

13 Q What are your responsibilities in that  
14 role?

15 A I oversee all legal matters pertaining to  
16 the company.

17 Q And on whose behalf are you testifying in  
18 this proceeding?

19 A I am testifying on behalf of sPower and  
20 Glen Canyon Solar A, LLC and Glen Canyon Solar B,  
21 LLC, which are wholly owned subsidiaries of sPower.

22 Q Please summarize your work and educational  
23 experience prior to joining sPower, if you would,  
24 please?

25 A I graduated from law school in 2004,

1 worked for several years here in Salt Lake City,  
2 before joining -- before going in-house in the  
3 energy sector. I've been working in energy since  
4 2007 and have been with sPower since the founding of  
5 sPower in January of 2012.

6 Q And have you previously testified before  
7 the Public Service Commission of Utah?

8 A No, I have not.

9 Q Have you testified previously before any  
10 other state utility regulatory Commission?

11 A No.

12 Q Okay. That gets us through lines 1  
13 through 35 of Mr. Creamer's testimony. The  
14 remainder of that testimony I want to ask you,  
15 Mr. McBride, have you reviewed Mr. Creamer's  
16 testimony?

17 A Yes.

18 Q And have you reviewed it carefully?

19 A Yes.

20 Q And if I were to ask you the questions --  
21 starting with the question on line 36 and going  
22 through the end -- if I asked you the questions that  
23 are presented in his prefiled direct testimony,  
24 would you answer in the way that Mr. Creamer has  
25 answered?



1 A Yes.

2 Q And you adopt his testimony as your own?

3 A Yes, I do.

4 MR. RUSSELL: And at this point, Glen  
5 Canyon Solar would move for the admission of the  
6 prefiled direct testimony of Mr. Ryan Creamer, at  
7 least with respect to lines 36 through the end.  
8 Lines 1 through 35, Mr. McBride has testified live  
9 here in front of the Commission.

10 COMMISSIONER LEVAR: If anyone  
11 objects to this motion, please indicate to me. I'm  
12 not seeing any objections so the motion is granted.

13 BY MR. RUSSELL:

14 Q Mr. McBride, could you provide us with a  
15 summary of the testimony you have adopted here  
16 today?

17 A I'd be happy to. SPower is a developer  
18 and independent power producer of renewable energy  
19 resources, headquartered here in Salt Lake City. We  
20 also have law offices in Long Beach, California, San  
21 Francisco, California, and New York. We have  
22 roughly 1.2 gigawatts of operating solar and wind  
23 energy projects. We have four such assets that are  
24 here in Utah, a wind project near Monticello, as  
25 well as four solar installations at the University

1 of Utah. The Glen Canyon Solar A and Glen Canyon  
2 Solar B projects are our first large-scale solar  
3 developments here in the state of Utah, hopefully  
4 the first of many.

5 Solar is a growing source of our  
6 generation profile across the country, and  
7 especially here in Utah which benefits from some of  
8 the best solar resources in the country. There's  
9 been dramatic increase in solar development across  
10 the country and in Utah. Over 4,400 people are  
11 employed in the solar energy field. It's becoming a  
12 more and more important part of the economy in the  
13 state of Utah and especially for rural counties.  
14 Rural counties in Utah benefit significantly from  
15 the development of solar energy facilities, and it  
16 just so happens that they also have some of the best  
17 solar resources down in southern Utah.

18 We targeted this area for development for  
19 a number of factors. As with any development  
20 decision, there are a number of factors that go into  
21 where we locate and the size of facilities that we  
22 develop. One of the real constraints that we see in  
23 Utah, especially in southern Utah, that is a  
24 preventing additional development of solar is  
25 related to transmission and interconnection. One of

1 the reasons we targeted this Glen Canyon Solar area  
2 was the availability of a number of transmission  
3 lines, including the transmission lines that were  
4 interconnecting for those projects.

5 Originally, these projects were designed  
6 to be much larger. We have a very large land  
7 position. We have a lease from the school  
8 administration's Trust Lands Administration and have  
9 been working with Kane County to develop much larger  
10 portfolio projects in this area. As we began the  
11 interconnection and development process and in  
12 discussions with PacifiCorp, we actually reduced the  
13 size very significantly from over 300 megawatts down  
14 to the current combined size of these two projects  
15 to around 95 megawatts, based on feedback we  
16 received from PacifiCorp related to transmission  
17 availability in the area. We now believe that these  
18 projects should be able to move forward and utilize  
19 the available transmission capacity in the area  
20 that's held by PacifiCorp.

21 PacifiCorp has the transmission rights, as  
22 they have indicated to us to allow for this power to  
23 be purchased and utilized, and we do not believe  
24 they should be allowed to hoard those transmission  
25 rights to the detriment of this QF project.

1 MR. RUSSELL: With that, I don't have  
2 any further questions for Mr. McBride at this time.

3 COMMISSIONER LEVAR: I think we'll go  
4 to the Utility next. Ms. Link.

5 MS. LINK: Thank you. I'm just  
6 taking a moment because I wasn't expecting this  
7 development.

8 CROSS-EXAMINATION

9 BY MS. LINK:

10 Q Throughout the testimony that you have  
11 adopted, sPower claims that PacifiCorp is required  
12 to use its existing transmission rates to actually  
13 deliver the output of the Glen Canyon QFs; is that  
14 correct?

15 A Yes.

16 Q And can you point to me where in FERC  
17 precedent FERC requires a utility to use its  
18 existing transmission rights to move QF power?

19 A I cannot. It's not my area of expertise.  
20 I imagine we may have other discussions on this  
21 point.

22 Q It's not your area of expertise?

23 A That's right.

24 Q I don't have copies of this because,  
25 again, it's already part of the record.

1 MS. LINK: May I approach the  
2 witness?

3 COMMISSIONER LEVAR: Yes.

4 BY MS. LINK:

5 Q Do you have Mr. Vail's testimony in front  
6 of you by chance?

7 A I do not.

8 Q I'm going to hand you an exhibit to his  
9 surrebuttal testimony, that's Exhibit RAV-2SR,  
10 and --

11 MS. LINK: Do the Commissioners need  
12 copies? I have a few extra. His surrebuttal.

13 COMMISSIONER LEVAR: We've got it.

14 BY MS. LINK:

15 Q -- so this is a letter from sPower to  
16 Gary Hoogeveen, who is senior vice president and  
17 chief commercial officer for Rocky Mountain Power,  
18 correct?

19 A Okay.

20 Q From January 31st of this year, correct?

21 A That's what it appears to be.

22 Q And if you look at page 4, you signed this  
23 letter, correct?

24 A Yes.

25 Q And in this letter -- I'm going to move to

1 page 2. At the very bottom before you get to the  
2 footnotes it says, "sPower is entitled to PAC Energy  
3 transmission allowances, with or without a  
4 confirming letter from PAC Energy." Is that  
5 correct?

6 A That's what it says.

7 Q So you assert in a letter written by you  
8 that Rocky Mountain Power needs to use its existing  
9 transmission rights to move QF power, correct?

10 A That's correct.

11 Q And, again, can you point me where in FERC  
12 precedent that right -- FERC precedent says that we  
13 are required to use our transmission rights to move  
14 a new QS power?

15 A I am not aware of FERC precedent on either  
16 side of this issue because I have not looked into  
17 it.

18 Q Are you aware of anything in the OATT that  
19 requires PacifiCorp to use its existing transmission  
20 rights to move QF power?

21 A No, I'm not.

22 Q Are you aware of anything in state  
23 precedent that requires it?

24 A I am not personally aware.

25 Q You're not. Okay. And then in your

1 summary just now, you stated that you used  
2 information that you received from Rocky Mountain  
3 Power or PacifiCorp during the process, the PPA  
4 negotiations to downsize your project to what you  
5 had been told was available transfer capability on  
6 the line; is that correct?

7 A That's correct.

8 Q Isn't it true, Mr. McBride, that, in fact,  
9 OASIS has always shown that there is no available  
10 transfer capability on that line?

11 A I don't know the answer to that.

12 Q And isn't it true that PacifiCorp did not  
13 tell sPower that there was available transfer  
14 capability on that line?

15 A We have another witness that will be  
16 testifying to this because I was not a participant  
17 in those discussions with PacifiCorp.

18 Q Again, I'm going to turn to your letter  
19 which states that you relied -- I believe it's in  
20 the bold italicized language on page 3 -- that you  
21 relied on your avoided cost studies, essentially, so  
22 you write it as "...certain redispatch and  
23 curtailment assumptions PAC Energy has proposed to  
24 include in contracts with sPower for QF deliveries."  
25 Is that what this says here?

1           A     I believe that's correct.

2           Q     But in your testimony, you adopted, you  
3 clarified that that actually meant in the  
4 QF-indicative pricing studies, correct? I can point  
5 you to a piece of it, if you like.

6           A     I believe our position is that the QF  
7 pricing studies take into account all reasonable  
8 costs associated with the QF applicant.

9           Q     And you took it a step further in your  
10 testimony, didn't you, and said that, in fact,  
11 because the avoided cost pricing studies assume  
12 certain things about how the QF power moves, that  
13 PacifiCorp should actually be required to operate  
14 its system in the manner assumed in a model run,  
15 correct?

16          A     We believe that they should be required to  
17 operate their system in a manner consistent with the  
18 must-take obligation enforced by PURPA.

19          Q     But you said in your testimony that you  
20 specifically sized these QF projects to 95  
21 megawatts.

22          A     My understanding -- although I was not in  
23 those meetings, we will have another witness that  
24 will testify to that -- my understanding is the  
25 reason that we downsized the project was at the



1 direction of PacifiCorp. Not at the direction but  
2 in consultation with PacifiCorp.

3 Q Could you point to me where in your  
4 testimony you say that that decision was made in  
5 consultation with PacifiCorp?

6 A Again, there's another witness that will  
7 be testifying to those matters. I was just  
8 responding to your question.

9 Q Okay. I'm going to point you to the  
10 testimony that you have adopted to page 7, please,  
11 lines 131 to 133. "The avoided cost prices offered  
12 by RMP for those projects assume that RMP could and  
13 would redispach certain other resources so that it  
14 could purchase and utilize our energy." Correct?

15 A That's correct.

16 Q "It's through those studies that Glen  
17 Canyon unilaterally decided that there were  
18 95 megawatts of available transmission rights."  
19 Correct?

20 A I'm not aware of how we came up with the  
21 95-megawatt number. We'll have another witness that  
22 will testify to that decision.

23 MS. LINK: I'll ask the other witness  
24 then. Thank you.

25 COMMISSIONER LEVAR: Is that all your

1 questions, Ms. Link?

2 MS. LINK: It is.

3 COMMISSIONER LEVAR: Mr. Jetter,  
4 whenever you're ready, if you have any questions for  
5 this witness.

6 CROSS-EXAMINATION

7 BY MR. JETTER:

8 Q Good morning. I have a brief, kind of a  
9 broad question for you. If the result of the  
10 various FERC precedence and FERC orders were to  
11 require PacifiCorp Transmission to construct a  
12 project that would -- let's just hypothetically say  
13 it was a 400-million-dollar project -- to integrate  
14 this wind project and that cost then was not borne  
15 by the project itself but it was reallocated in  
16 whatever method it would be to the customers of  
17 Rocky Mountain Power, based on the current pricing  
18 that you have been given, is it your understanding  
19 that those customers would then see a pricing  
20 increase compared to what they otherwise wouldn't  
21 have experienced but for the construction of the  
22 project and the transmission upgrade?

23 A I don't know how the allocation of costs  
24 for an upgrade that is not necessary, in this case,  
25 would affect the ratepayer prices. I don't know how

1 that would impact the model. But, I guess I would  
2 disagree with the premise of the question because we  
3 don't believe that the ratepayers should have to pay  
4 for any upgrade because there isn't any upgrade that  
5 should be required.

6 Q And I recognize that's the position of  
7 sPower. My question is, were that the case in my  
8 hypothetical, all else equal -- let me rephrase the  
9 question. Do you believe that the avoided cost  
10 price as it's calculated includes that additional  
11 cost?

12 A I don't know if that additional cost is  
13 included, but I do believe the avoided cost pricing  
14 model calculates all reasonable costs associated  
15 with the QF application.

16 Q And if you had two different avoided  
17 costs, one that included that \$400 million upgrade  
18 and one that did not, they would have different  
19 results, would they not?

20 A Possibly.

21 MR. JETTER: That's all my questions.  
22 Thank you.

23 COMMISSIONER LEVAR: Thank you,  
24 Mr. Jetter. Mr. Russell, do you have any redirect?

25 MR. RUSSELL: I do not, Mr. Chairman.

1 COMMISSIONER LEVAR: Commissioner

2 Clark, do you have any questions for Mr. McBride?

3 BY COMMISSIONER CLARK:

4 Q Good morning. I'd like to take you back  
5 to the sentence at lines 132 through 134 that you  
6 examined earlier.

7 A Okay.

8 Q And would you please just explain or  
9 present whatever your bases are for the statement  
10 that's made here that "the avoided cost prices by  
11 RMP for those projects assume that RMP could and  
12 would redispach certain other resources so that it  
13 could purchase and utilize our energy?"

14 A We believe that the QF pricing model takes  
15 into account all of these reasonable costs and we  
16 talk a lot about transmission constraints in this  
17 area, but all the studies -- and I believe we will  
18 have testimony later that will go into this -- all  
19 the studies show that it really is more of a  
20 hypothetical situation; there really are not  
21 transmission constraints. And to the point  
22 raised -- and I don't know how much I should refer  
23 to the prior docket -- but to the point raised by  
24 Rocky Mountain Power's witness in the prior docket,  
25 the PPA allows for curtailments for grave

1 reliability issues. And so the fact that the  
2 contract allows for those types of curtailments --  
3 that those types of curtailments in the past five  
4 years are negligible -- we believe that the pricing  
5 model takes all of these things into account.

6 **Q And I'm just asking for the basis for that**  
7 **belief if you're the right witness?**

8 A I don't know that I can speak to the  
9 details of the pricing model, but we will have  
10 further witnesses that can do that.

11 COMMISSIONER CLARK: That's all my  
12 questions. Thank you.

13 COMMISSIONER LEVAR:  
14 Commissioner White, do you have any questions?  
15 BY COMMISSIONER WHITE:

16 **Q Good morning. Just back to the several**  
17 **lines that Commissioner Clark was referring to, I**  
18 **want to make sure I'm clear. Is sPower -- is it a**  
19 **combination of a reliance argument based upon**  
20 **information or statements made by the Company, or is**  
21 **it a legal argument that Rocky Mountain Power is**  
22 **required to provide or allow a QF to utilize their**  
23 **transmission rights?**

24 A There's a number of factors going on here,  
25 and I'll defer to the formal papers submitted by our

1 lawyers to hone in on what the best -- I'll tell you  
2 my perspective on it is, not having this particular  
3 area of the law as my expertise. But from our  
4 perspective, we believe that we worked in good faith  
5 to modify the sizing of these projects in  
6 discussions with Rocky Mountain Power. We believe  
7 that we have sized these projects to avoid any  
8 practical transmission constraints. Then from a  
9 broader perspective, PURPA has a must-take  
10 obligation and if PacifiCorp or other utilities that  
11 are subject to PURPA are allowed to effectively kill  
12 the must-take obligation by hoarding transmission  
13 rights, they kill the whole purpose of PURPA. And,  
14 so in this case, we believe that they can  
15 accommodate the request by redispatching resources  
16 -- frankly, not very often because we just don't  
17 think the constraint is very significant -- and so  
18 we think by having them redispatch or work with the  
19 resources in this area, that they can accommodate  
20 the purposes of the must-take obligation and  
21 accommodate these contracts.

22 Built into that also is the argument that  
23 the PPA allows for curtailment for grave reliability  
24 issues. And that is something that we -- obviously,  
25 the PPA is before this Commission in the other

1 docket -- that we've agreed to and are comfortable  
2 with that.

3 Q I'm trying to separate out the two dockets  
4 because I know that's still up in the air in terms  
5 of how those will be consolidated or not in terms of  
6 the record, but we clearly have authority under  
7 PURPA to adjudicate any avoided cost methodology  
8 inconsistencies in the PPA. Is it your -- we're  
9 talking about these transmission rights that are  
10 ultimately approved under the jurisdiction of FERC.  
11 Is it sPower's argument that the Utah Public Service  
12 Commission could have the right to adjudicate how  
13 those rights are used?

14 A I believe that is our position. We  
15 wouldn't be bringing this docket if we didn't.

16 COMMISSIONER WHITE: That's all the  
17 questions I have.

18 COMMISSIONER LEVAR: And I don't have  
19 any further questions for you, Mr. McBride. Thank  
20 you. Mr. Russell or Mr. Dodge?

21 MR. RUSSELL: Nothing further for  
22 Mr. McBride. Glen Canyon Solar would now like to  
23 call Hans Isern to the stand.

24 HANS ISERN,  
25 having been first duly sworn to tell the truth, was

1 examined and testified as follows:

2 DIRECT EXAMINATION

3 BY MR. RUSSELL:

4 Q Good morning, Mr. Isern. Do you have  
5 copies of the prefiled direct testimony that you  
6 submitted in this docket?

7 A I do.

8 Q And do you also have a copy of the  
9 rebuttal testimony that you submitted in this  
10 docket?

11 A I do.

12 Q Okay. And I will have you start by  
13 telling us your name and business address.

14 A My name is Hans Isern, and I work for  
15 sPower at 201 Mission Street, Suite 540, San  
16 Francisco, California.

17 Q My apologies. I just learned how to  
18 pronounce your name for the first time.

19 A That's okay. It's a common thing.

20 Q Mr. Isern, by whom are you employed and in  
21 what capacity?

22 A I work for sPower and I'm their SVP of  
23 utility power marketing.

24 Q And on whose behalf are you testifying?

25 A On behalf of sPower and Glen Canyon Solar



1 A and B.

2 Q You mentioned that you have a copy of your  
3 prefiled direct testimony. Have you reviewed that  
4 direct testimony?

5 A I have.

6 Q And do you agree with the statements made  
7 therein?

8 A I do.

9 MR. RUSSELL: Okay. I'd like to  
10 offer Mr. Isern's direct testimony into evidence.

11 COMMISSIONER LEVAR: Just the direct  
12 for now?

13 MR. RUSSELL: Yes. We'll get to the  
14 rebuttal shortly.

15 COMMISSIONER LEVAR: If anyone  
16 objects to the admission of the direct testimony of  
17 Mr. Isern, please indicate to me. I'm not seeing  
18 any objections so the motion is granted.

19 MR. RUSSELL: And I'll move on to the  
20 rebuttal.

21 BY MR. RUSSELL:

22 Q Do you have a copy of your rebuttal  
23 testimony?

24 A I do.

25 Q And have you reviewed that rebuttal

1     **testimony?**

2           A     I have.

3           Q     **And do you believe that the responses in**  
4     **that rebuttal testimony are correct?**

5           A     Yes, I do.

6                     MR. RUSSELL: We'll move for the  
7     rebuttal testimony to be admitted as well.

8                     COMMISSIONER LEVAR: If anyone  
9     objects to that, please indicate to me. I'm not  
10    seeing any objections so the motion is granted.

11                    MR. RUSSELL: Now that your testimony  
12    has been admitted, Mr. Isern, can you give us a  
13    summary of that testimony?

14           A     Yes. In the testimony, we describe the  
15    background of the projects as two solar projects  
16    located in Kane County, Utah, near Church Wells.  
17    Each of those projects have been resized many times  
18    to match what we believe to be available  
19    transmission on the lines owned by PacifiCorp. We  
20    originally started, as Sean said, with a much larger  
21    project and resized to 95 megawatts based in part on  
22    discussions with Rocky Mountain Power.

23                    Throughout our development, we have had  
24    multiple issues having coordination between the  
25    merchant function and the transmission function. We

1 were told that there would be some coordination. We  
 2 have not seen that, and we are really worried about  
 3 these projects. We were very excited to be  
 4 developing here in Utah. We think it has tremendous  
 5 impacts for the state and is very positive, but we  
 6 have really been struggling to make headway through  
 7 the Schedule 38 proceedings and how the Schedule 38  
 8 should be working, in our view. In our view, this  
 9 is a little bit of an odd issue, because we have  
 10 lines that are sitting there unused, or effectively  
 11 unused. Network upgrades are not necessary in our  
 12 opinion, and to deprive these projects in southern  
 13 Utah of economic development to hold lines empty, in  
 14 our mind, makes no sense.

15 MR. RUSSELL: I don't have any  
 16 further questions for Mr. Isern.

17 COMMISSIONER LEVAR: Okay. Ms. Link  
 18 do you have any questions for this witness?

19 MS. LINK: Yes, I do. Thank you.

20 CROSS-EXAMINATION

21 BY MS. LINK:

22 Q Good morning, Mr. Isern. So I'm going to  
 23 start with one of the basic premises that runs  
 24 throughout Glen Canyon's testimony in this case,  
 25 including your testimony. It is Glen Canyon's

1 position that Rocky Mountain Power is required to  
2 use its existing transmission line rights on the  
3 Sigurd to Glen Canyon transmission path to move  
4 Glen Canyon's proposed QF power to load, correct?

5 A It's a little more nuanced than that. In  
6 broad strokes, yes, but it's our understanding that  
7 Rocky Mountain Power has a must-buy obligation and a  
8 must-take obligation from the project. How it  
9 chooses to move power from the project is really up  
10 to Rocky Mountain Power. But it makes no sense to  
11 require a \$400 million upgrade when you have  
12 95 megawatts of capacity that is sitting there  
13 unused.

14 Q Well, Mr. Isern, I didn't ask you about  
15 your opinion on whether the transmission line is  
16 used or not -- which we can get into because that's  
17 not correct -- but I will ask you to actually -- to  
18 the extent you say it's more nuanced -- I would ask  
19 you to look at your own testimony where you  
20 repeatedly state that we are required to use our  
21 existing transmission rights to move your power and  
22 your basic premise, correct? You say that?

23 A Sure.

24 Q And you also state that if we do what you  
25 claim we are required to do, which is to use those

1 existing transmission rights, network upgrades would  
2 not be required; is that correct?

3 A That's correct. It's our belief that the  
4 project output, the full project output, can be  
5 accommodated without the \$400 million upgrade that  
6 we have received in our study.

7 Q So could you point me -- I'm going to ask  
8 you some repetitive questions, so bear with me --  
9 can you point me to the provision of PURPA that  
10 requires the Utility to use its existing  
11 transmission rights to move a new QS power?

12 A Well, as I said, I believe that it's a bit  
13 more nuanced than that, but to answer your question  
14 directly, I'm not a lawyer nor can I point you to  
15 the specific section of PURPA. But it's our  
16 understanding that there is a must-buy obligation,  
17 and, once again, we believe that the full output can  
18 be accommodated by Rocky Mountain Power and  
19 PacifiCorp.

20 Q There's no dispute we have a must-purchase  
21 obligation. So let's talk about something else that  
22 there should be no dispute about. FERC requires a  
23 utility to move a qualifying facilities power on  
24 firm transmission, meaning that that facility can  
25 move 100 percent of the time.

1 MR. DODGE: I'm going to object to  
2 the question because I don't believe there's any  
3 evidence in the record to support it, and I believe  
4 it's an improper legal conclusion. If she wants to  
5 say that's her hypothetical, I don't object, but I  
6 do object to her stating that it is a fact because  
7 it's not a fact?

8 COMMISSIONER LEVAR: Do I need to  
9 rule on the objection or are you going to move on to  
10 a different question?

11 MS. LINK: I can walk through it more  
12 specifically. If I need to point to the precedent,  
13 I can do that.

14 MR. DODGE: Please do.

15 BY MS. LINK:

16 Q I'm going to take you to the FERC order --  
17 actually, they were, I think, it's Rocky Mountain  
18 Power's NOA Amendment filing -- and the order, the  
19 FERC order, adopting that amendment which were  
20 provided by Glen Canyon at several places in this  
21 docket. One place was attached to the testimony of  
22 Mr. Moyer and one was attached as Exhibits 1 and 2  
23 to the Request for Agency Action. Do you have those  
24 documents?

25 A Not in front of me.

1 MR. DODGE: What specific document?

2 MS. LINK: Exhibits 1 and 2 to your  
3 Request for Agency Action.

4 COMMISSIONER WHITE: Is this the same  
5 as 1 and 2 of Mr. Moyer's direct?

6 MS. LINK: Yes. It's the same as  
7 1 and 2 of Moyer's direct. It's Exhibits 1 and 2.

8 THE WITNESS: I believe I found it  
9 under Exhibit B. Is that what you're referring to?

10 MS. LINK: My apologies. It's 1 and  
11 2 to Keegan Moyer, and A and B to --

12 BY MS. LINK:

13 Q So we're going to go first to the order,  
14 page 8, paragraph 47, where the Commission states,  
15 "as PacifiCorp acknowledges" -- are you there? I'll  
16 give you some time.

17 A No. I'm wondering if we're looking at  
18 different sections.

19 Q It's this order accepting NOA Amendment.  
20 For some reason, you don't have the whole thing, but  
21 page 8, paragraph 47. I don't know that I need you  
22 to have the whole thing. Here you go, just in case.  
23 (Handed exhibit to witness.) And in that paragraph,  
24 the third sentence, "As PacifiCorp acknowledges,  
25 Commission precedent requires electric utilities

1    such as PacifiCorp to deliver a QF's power on firm  
2    basis, and prohibits the curtailment of QS resources  
3    except under two very narrow circumstances: system  
4    emergencies and extreme light loading conditions; is  
5    that correct?

6           A     Yes, I believe that is what the sentence  
7    says.

8           Q     So PacifiCorp is required to provide  
9    transmission arrangements for a QF that enable  
10   delivery of the power on a firm basis without  
11   curtailment, except under two very discreet  
12   circumstances, correct?

13                   MR. RUSSELL:  Objection.  The  
14   questions calls for a legal conclusion.

15                   MS. LINK:  I'm asking him simply to  
16   confirm what the order states.

17                   MR. RUSSELL:  Objection.  Asked and  
18   answered.

19                   MS. LINK:  I don't believe he's  
20   answered that.

21                   COMMISSIONER LEVAR:  I think he's  
22   confirmed what the order states.  I think I agree  
23   with the legal conclusion objection at this point.  
24   We will have legal argument later in the proceeding.

25                   MS. LINK:  Yes, Chair.  I would just



1 note that it is related to his testimony claiming  
2 that we are required to use our existing rights to  
3 transfer power, but I don't think we need to push  
4 forward.

5 COMMISSIONER LEVAR: That's a good  
6 point. Mr. Russell, do you want to respond to that  
7 statement in Mr. Isern's testimony?

8 MR. RUSSELL: I think the point  
9 stands that the question still calls for a legal  
10 conclusion. I don't know that Mr. Isern's testimony  
11 regarding the use of Rocky Mountain Power's rights  
12 addresses the issue of what FERC says a utility must  
13 do under certain circumstances with respect to firm  
14 transmission.

15 COMMISSIONER LEVAR: Could you point  
16 me to the specific statement in his testimony that  
17 you're referring to?

18 MS. LINK: I don't know that he  
19 mentions FERC precedent. I think that's one of my  
20 points is that they claim in testimony repeatedly  
21 that we are required to use the rights, and I can't  
22 point to it. My apologies. I'm a little thrown for  
23 a loop and I ask for your indulgence in bearing with  
24 me.

25 COMMISSIONER LEVAR: And the reason

1 I'm asking is we have a pending objection, and I  
2 think I'm inclined to grant the objection unless  
3 there's a reference in his testimony to firm  
4 transmission requirements.

5 MS. LINK: Yes. He talks on page 6,  
6 he says that "RMP owns 95 megawatts of firm network  
7 transmission rights on the Sigurd-GC line that can  
8 be used to transmit and utilize energy generated by  
9 Glen Canyon Solar without curtailment." And then  
10 later in his testimony, I believe he states that we  
11 can and should -- are required to -- the  
12 transmission customer -- "RMP must now use and  
13 PacTrans must study"--

14 COMMISSIONER LEVAR: You're on page 7  
15 now?

16 MS. LINK: Page 12.

17 BY MS. LINK:

18 Q -- "those same redispatch options to  
19 accurately reflect RMP's ability to transmit GT  
20 resources to load," which follows -- talking about  
21 the model, the QF model -- allowed the Utility to  
22 provide firm transmission for 95 megawatts of QF  
23 resources on the affected transmission.

24 COMMISSIONER LEVAR: I think  
25 considering those two statements in the direct

1 testimony, I'm going to allow the question to be  
2 answered.

3 MS. LINK: I'm not sure any one of us  
4 remembers what the question was. Let me think.

5 BY MS. LINK:

6 Q I was just asking you to acknowledge that  
7 the FERC precedent requires a utility to move  
8 power -- a QF's power -- on firm transmission  
9 without curtailment, except under two very narrow  
10 circumstances.

11 A My issue is one of context. Without  
12 having time to really go through the order -- I  
13 would have to talk to our Counsel -- I'm not clear  
14 if that means move power from the QF, which would be  
15 consistent with a must-take and must-buy obligation,  
16 or if that means move power from the QFPOI all the  
17 way to the PacifiCorp load center. So when I read  
18 the second half of the sentence, it talks about a  
19 prohibition of curtailment of QF resources, which  
20 would be consistent with my understanding of a  
21 must-buy or must-take obligation. I'm not sure if  
22 I'm reaching the same legal conclusion as you're  
23 asking me to reach, but I would also preface that  
24 I'm reading a sentence, a single sentence, out of  
25 multi-page docket completely out of context.

1           Q     Okay, Mr. Isern. If you'll excuse me, I'm  
2     a little bit frustrated because these are, in fact,  
3     topics in your testimony around firm transmission  
4     rights, the availability of those rights, whether  
5     Rocky Mountain Power should be required to use those  
6     rights to move your power, and whether or not that  
7     theory supports the idea that no network upgrades  
8     will be required. That's throughout your testimony,  
9     correct?

10          A     Yes. And that's an understanding of how  
11     our avoided cost pricing from the Schedule 38  
12     process was calculated, that it did assume  
13     redispatch.

14          Q     Let's move to that, shall we? So if you  
15     can turn to your direct testimony, page 6, lines 128  
16     to 130. And this is where you testified that Glen  
17     Canyon sized its QFs at 95 megawatts "in light of  
18     avoided cost pricing information from RMP which  
19     confirmed that RMP owns 95 megawatts of firm network  
20     transmission rights on the Sigurd-GC line that can  
21     be used to transmit and utilize energy generated by  
22     Glen Canyon Solar without curtailment." Do you see  
23     that?

24          A     I do see that, yes.

25          Q     And that's repeated throughout your

1 testimony, correct?

2 A If you say so.

3 Q I can cite the other places.

4 A It's not inconsistent with our testimony  
5 in general.

6 Q And do you have a copy of the surrebuttal  
7 testimony of Dan MacNeil?

8 A Not in front of me.

9 Q Are you willing to accept, subject to  
10 check, that that surrebuttal testimony at page 1,  
11 lines 18 through 21, Mr. MacNeil states that "The QF  
12 model showed that even when the QFs were sized at  
13 89 megawatts, there were periods when the output was  
14 undeliverable; is that correct?

15 A I would have to check, but subject to  
16 confirmation, he very well could have put that in  
17 his testimony.

18 Q So if we just look at the avoided cost  
19 modeling results that you refer to, based on that  
20 testimony subject to check, the 95 megawatts was  
21 not, in fact, sufficient to transmit and use the  
22 Glen Canyon energy without curtailment, correct?

23 A I'm not clear if, on a practical matter,  
24 that is true. My understanding is that the amount  
25 of curtailment is incredibly low. We even received

1 a curtailment study from Rocky Mountain Power  
2 through part of this process, and that informed our  
3 decision to size at 95 megawatts because the  
4 curtailment was effectively zero. And I believe  
5 that's on the avoided cost pricing letters as well.

6 Q Correct. It is in the avoided cost  
7 pricing letters. And the avoided cost pricing -- do  
8 you remember the dates of those letters? I have  
9 them and we can talk about them.

10 A I don't recall the dates.

11 Q Well, earlier, Mr. Dodge gave us a copy of  
12 one of them, the Glen Canyon Solar indicative  
13 pricing request letter. That's December 15, 2016.  
14 And we also have an August 25, 2016, indicative  
15 pricing request for Glen Canyon A and B. I have  
16 copies of those.

17 MS. LINK: And the December 15, 2016  
18 letter, Chair LeVar, was marked as Exhibit GCS-1,  
19 Cross Exhibit GCS-1. I do not believe the  
20 August 25, 2016, letter has been admitted into to  
21 the record yet. So I'd like to mark that as RMP 1,  
22 Cross Exhibit 1.

23 (RMP Cross Exhibit No. 1 marked.)

24 COMMISSIONER LEVAR: That's the  
25 December 15?

1 MS. LINK: That's the August. The  
2 December 15 is the GCS.

3 BY MS. LINK:

4 Q And so the indicative pricing requests and  
5 the studies accompanying those requests were  
6 provided to you in August and December of 2016,  
7 correct?

8 A Yes.

9 Q And PacifiCorp's merchant function, who  
10 develops the indicative pricing request, is not  
11 permitted to talk to PacifiCorp's transmission  
12 function about anything related to a specific  
13 project's interconnection without a waiver from that  
14 project, correct?

15 A That's an interesting question. That  
16 sounds like a PacifiCorp standard, but I believe we  
17 did sign a waiver.

18 Q A PacifiCorp standard?

19 A Well, you're asking me to confirm  
20 PacifiCorp's ability to communicate.

21 Q Well, you realize that FERC imposes  
22 standards of conduct that govern the relationship  
23 between PacifiCorp's transmission function and  
24 PacifiCorp's merchant function, correct?

25 A I recognize that, and, as I said, we did

1 sign a waiver.

2 Q Right, but just to clarify -- because you  
3 said this in your summary as well that you have been  
4 frustrated that they weren't coordinating in the way  
5 that you thought they would -- but the transmission  
6 function cannot share non-public data about a  
7 project with the merchant function of the Company  
8 under FERC standards of conduct, correct?

9 A I am aware that that is the FERC standard  
10 of conduct.

11 Q Yes. And that is what requires the waiver  
12 from you to allow us to see -- the merchant function  
13 to see that information, correct?

14 A That is correct.

15 Q And the merchant function, you didn't  
16 sign that waiver until January of 2017, did you?

17 A I assume that's correct. I don't know off  
18 the top of my head.

19 Q And I had a copy of it that I'm not able  
20 to locate, so if you're willing to accept that  
21 subject to check, that's helpful.

22 A Sure.

23 Q So at the time this indicative pricing was  
24 done, merchant had no insight into the specifics of  
25 your interconnection request or what you had



1     **discussed with PacifiCorp Transmission, correct?**

2           A     I'm not aware of their insights. The  
3     curtailment --

4           Q     **They were not permitted to have insights,**  
5     **were they?**

6           A     -- the curtailment came from PacifiCorp --  
7     or came from Rocky Mountain Power. It came without  
8     us even asking for it initially. Then we requested  
9     more detail and that informed our sizing decision.

10          Q     **And that was based on the model, the**  
11     **avoided cost modeling, correct?**

12          A     That's my assumption.

13          Q     **Which does not model actual operation of**  
14     **the system, correct?**

15          A     Well, I don't know. The model, I would  
16     assume, models a generic case and there are  
17     obviously very specific operational requirements  
18     that go on, on a daily basis. I'm not sure if I  
19     answered your question. If not, please restate the  
20     question.

21          Q     **So in your direct testimony at page 12,**  
22     **lines 242 to 245 -- we've already talked about this**  
23     **type of thing in your testimony -- you conclude that**  
24     **the QF model used redispatch to allow it to provide**  
25     **firm transmission for 95 megawatts of QF resources**

1 on the affected transmission path, correct? It was  
2 12, lines 242 to 245.

3 A Yes.

4 Q And I know you don't have Mr. MacNeil's  
5 surrebuttal in front of you, but at page 3, lines 47  
6 to 49 of that surrebuttal testimony, Mr. MacNeil --  
7 subject to check -- asserts that grid does not  
8 distinguish between types of transmission rates in  
9 the model, correct?

10 A If you will indulge me, could you repeat  
11 the section reference?

12 Q Page 3, lines 47 to 49.

13 A Yes, his statement does say that.

14 Q And a little bit further down that same  
15 page, lines 58 to 62, he clarifies that the avoided  
16 cost model for Glen Canyon QFs included assumptions  
17 about the availability of short-term firm and  
18 non-firm transmission on that line, correct?

19 A Yes.

20 Q So, again, based solely on the modeling  
21 results which you have claimed support the idea that  
22 PacifiCorp has 95 megawatts of firm transmission  
23 rates that could be used to move your QF's power,  
24 based solely looking at those, they don't actually  
25 support that conclusion, do they?

1           A       I'm not sure if it's based solely on that,  
2       and I would defer to another witness, Keegan Moyer,  
3       who will be coming up to speak in a little bit.

4           Q       So you have the NOA Amendment in front of  
5       you, the filing letter from PacifiCorp?

6           A       Bear with me one moment.

7           Q       Page 2 of the filing letter.

8           A       I'm sorry. Just to make sure I'm looking  
9       at the proper item, it's one of the exhibits under  
10      Request for Agency Action?

11          Q       Yes. It's a December 24, 2014, letter.

12          A       Can you point me to the right page number?

13          Q       Two. So in your testimony, you have  
14      asserted that -- from Glen Canyon's testimony in  
15      this proceeding, you've asserted that the avoided  
16      cost pricing model in this case, modeled basically  
17      generation of redispatch using assumptions allowed  
18      by the NOA Amendment, correct?

19          A       I believe that is the case.

20          Q       And I think that I acknowledged that that  
21      position has morphed over time to a broader  
22      conception, but initially it was based on the idea  
23      that the NOA Amendment redispatch was being used in  
24      the avoided cost pricing studies, correct? I mean,  
25      you just said yes. And so based on that, you are

1     **asserting that Glen Canyon's interconnection studies**  
2     **should consider those same times types of redispatch**  
3     **assumptions, correct?**

4           A     My understanding of how the Schedule 38  
5     process integrates with the interconnection process  
6     is that it is the Glen Canyon project's  
7     responsibility to pay for all direct interconnection  
8     costs. And PacifiCorp through Rocky Mountain Power  
9     submits a transmission service request, and in that  
10    request they would identify any rights that they may  
11    wish to use. But once again, having a must-buy  
12    obligation means that PacifiCorp must buy and then  
13    how it transmits that power to its load is up to  
14    PacifiCorp. So should it wish to use its  
15    95 megawatts of available rights, as an engineer, I  
16    can say that would practically and obviously be the  
17    cheapest and least-cost solution.

18               We were anticipating and what we were told  
19    by the transmission group was that they needed a  
20    letter from RMP, and RMP told us they would be  
21    submitting a transmission service request. Both of  
22    these items, we believe, are either consistent, or  
23    not inconsistent, with Schedule 38. So that was our  
24    understanding of how the process should have worked,  
25    and our understanding of how the process should have

1 worked would allow QFs to come online and we  
2 wouldn't necessarily be in the situation that we are  
3 in today.

4 Q Okay. There's a lot of concepts in there  
5 that I'd like to explore with you, but I want to  
6 wrap up one thing on avoided cost pricing first. We  
7 have these avoided cost pricing letters that I gave  
8 you. Do you still have those in front of you?

9 A I do.

10 Q And I'll just use the August 25 one as an  
11 example of the language. On page 2, in the same  
12 location in both of them, actually, in the 4th  
13 paragraph, it states -- this is, again, the  
14 indicative avoided cost pricing letter -- "Schedule  
15 38 also indicates it is the responsibility of the QF  
16 developer to make necessary interconnection  
17 arrangements with PacifiCorp Transmission. As noted  
18 in Schedule 38, 'the Company's obligation to make  
19 purchases from a QF is conditioned upon all  
20 necessary interconnection arrangements being  
21 consummated.' The process of making the  
22 interconnection arrangements may result in the  
23 identification of additional costs, including but  
24 not limited to, potential improvements to the  
25 distribution and/or transmission system or timing

1 considerations to accomplish necessary  
2 interconnection upgrades that are the responsibility  
3 of the qualifying facility developer." Correct?

4 A That's correct.

5 Q And then in the 6th paragraph, so skipping  
6 the one with underlined content and going to the  
7 next one, "Nothing in this letter should be  
8 construed as creating a power purchase agreement or  
9 other legally enforceable obligation between  
10 PacifiCorp and Project. Nothing in this indicative  
11 pricing request response should be construed as an  
12 offer on the part of PacifiCorp to enter into a  
13 power purchase agreement with Project." Correct?

14 A That's what letter says.

15 Q And then on page 3, there's some  
16 italicized language at the bottom. And in that  
17 italicized language at the third sentence, "The  
18 matters set forth herein are not intended to and do  
19 not constitute a binding agreement or establish any  
20 obligation by any party, and this communication may  
21 not be relied upon as the basis for a contract by  
22 estoppel or otherwise." Correct?

23 A That's correct.

24 Q And a little further down it says, "Any  
25 actions taken by a party in reliance on the

1 non-binding terms expressed herein or on statements  
2 made during negotiations of the transactions  
3 contemplated hereby are taken at that party's own  
4 risk." Correct?

5 A I think you're misconstruing our reliance.  
6 We're not necessarily relying on this letter.

7 Q You were relying on the avoided cost  
8 pricing results, correct?

9 A The results, the study, the curtailment  
10 model, and our understanding of Schedule 38.

11 Q Statements made during negotiations -- not  
12 just the letter -- statements made during  
13 negotiations, that would be at your own risk,  
14 correct? You made that clear.

15 A Okay.

16 Q Now, I want to come back to what you were  
17 saying, which seemed to go between the must-purchase  
18 obligation and what that means for delivery. As  
19 noted in the NOA Amendment, which -- to refresh our  
20 recollection because we keep hopping between  
21 subjects -- we talked about how originally your  
22 testimony included the assumption that redispatch as  
23 envisioned in the NOA Amendment was included in  
24 avoided cost pricing and therefore, PacifiCorp  
25 should be required, in fact, I think you actually --

1 I quoted earlier the provision of your testimony  
2 where you said we must use that redispatch  
3 assumption in actual operation. "Must now use,"  
4 that's in your testimony, page 12, lines 245 to 246.  
5 So let's start there, and if you would look at page  
6 2 of the NOA Amendment filing letter, the first full  
7 paragraph, second sentence, "PacifiCorp is not  
8 proposing any modifications to its OATT, including  
9 but not limited to, the interconnection process."  
10 Correct?

11 A I'm sorry.

12 Q Page 2 of the filing letter. This is the  
13 December 24, 2014, letter.

14 A Is this the filing letter?

15 Q The first full paragraphs of the second  
16 sentence.

17 A Starts with "importantly"?

18 Q The second sentence. "Indeed, PacifiCorp  
19 is not proposing any modifications to its OATT,  
20 including but not limited to, the interconnection  
21 process." Correct?

22 A Uh-huh (affirmative).

23 Q The interconnection process -- so let's --  
24 who, in your opinion, has jurisdiction over a  
25 transmission service request?



1           A     That's a legal question, I'm not sure I  
2     can answer.

3           Q     Okay. So in Schedule 38 -- let's start  
4     here -- this Commission basically adopted the OATT  
5     processes for processing interconnection requests,  
6     correct?

7           A     I'm not aware, but I'm willing to take you  
8     at your word.

9           Q     And so generally speaking -- I went to  
10    this a little bit earlier where I noted that in the  
11    order approving the NOA Amendment, the Commission  
12    said, "The Commission precedent" -- and this is page  
13    9, paragraph 28 of the NOA Amendment -- that "The  
14    Commission precedent, Madison" --

15          A     I'm sorry. I'm having difficulty  
16    following.

17          Q     I know. I'm jumping all around and I  
18    apologize about that. Page 9, paragraph 28.

19          A     I'm sorry. Of which document?

20          Q     The FERC order.

21          A     FERC order.

22          Q     I swear, I'm normally more organized about  
23    it.

24          A     Is there a section number?

25          Q     Paragraph 28, page 9. I think this is the

1 one we had to separately hand you because you didn't  
2 have a whole copy.

3 A This document?

4 Q Yes.

5 A And then the FERC order is one of these?

6 Q It ends at page 8, doesn't it, your copy?

7 A I believe it does.

8 Q We handed you a separate copy because of  
9 that. On second thought, why don't I reserve the  
10 questions about -- I think Keegan Moyer was more of  
11 your witness on transmission service and network  
12 interconnection and designated network resources,  
13 correct? I can direct my questions to him, if you  
14 would like.

15 A Either way.

16 Q To save the Commission's time, I can  
17 direct my questions to him on this particular topic  
18 because I was going to go down a line that I suspect  
19 will be pushed to Mr. Moyer anyway. So now I want  
20 to move on to your rebuttal testimony.

21 A Okay.

22 Q And this testimony was solely to respond  
23 to Mr. Vail's assertion that during a  
24 March 2, 2017, meeting, PacifiCorp representatives  
25 clarified that the email from -- let me back up a

1 minute. Let's go to page 9, lines 187 to 190.

2 A Of the --

3 Q Of your rebuttal. I don't know why I have  
4 page 9. Sorry. It is your direct. Your direct,  
5 page 9, lines 187 to 190, and this relates back to  
6 something you said earlier, as well.

7 A 187 to 190? It's taking me a little bit  
8 of time to catch up.

9 Q Please, take the time you need.

10 A I'm there.

11 Q So you mentioned this earlier as well that  
12 "PacTrans has indicated that it can do so," meaning  
13 it can study your interconnection, assuming  
14 PacifiCorp uses its existing rights?

15 A Yes.

16 Q But that it would only do so "if RMP  
17 provides written confirmation that it will use  
18 existing RMP transmission rights for the GC  
19 resources and that redispatch options should be  
20 studied and used." Is that correct?

21 A Yes, that is correct. That is our  
22 understanding.

23 Q And your support for that statement  
24 includes an email that was attached as a  
25 confidential exhibit to Glen Canyon's reply to RMP's

1 motion to dismiss, correct? I don't know if you  
2 have that in front of you.

3 A I don't have it in front of me. I am  
4 aware of the email. I believe that we also mention  
5 several conversations, so it's not just one email.

6 Q Yes, but the email is part of it?

7 A The email is part of it, yes.

8 Q And it's an email from a Transmission  
9 employee to an sPower employee working on the Glen  
10 Canyon project's interconnection, correct?

11 A Yes. I believe it was to Adam Foltz,  
12 who's our head of Transmission.

13 Q And are you, subject to check without  
14 having it in front of you, that that email is dated  
15 September 23rd, 2016?

16 A Sure.

17 Q And I'm going to move to the letter from  
18 sPower to PacifiCorp that I was questioning  
19 Mr. McBride about. We probably need to get you a  
20 copy of that.

21 COMMISSIONER WHITE: Is this  
22 Mr. Creamer's direct?

23 MS. LINK: This was the one that was  
24 attached to Mr. Vail's surrebuttal.

25 MR. MCBRIDE: I can give him the

1 copy.

2 MS. LINK: Thank you, Mr. McBride.

3 BY MS. LINK:

4 Q And on page 2, in the first paragraph,  
5 right after the symbol for footnote 6, the letter  
6 notes that sPower, again, informed  
7 PAC Interconnection that PAC Energy would be the  
8 transmission customer and would be utilizing its  
9 existing transmission capacity rights to deliver  
10 energy, and requested a written statement from PAC  
11 Energy stating that "the network researched upgrades  
12 would not be necessary because PAC Energy would use  
13 existing transmission capacity rights." Correct?

14 A That's correct and that's our  
15 understanding.

16 Q And the final sentence says, "sPower  
17 requested such a letter from PAC Energy, however,  
18 PAC Energy stated that it does not provide such  
19 letters." Is that correct?

20 A That is correct.

21 Q And you cite to -- or the letter cites to  
22 an email from Kyle Moore to Joe Briney,  
23 September 26, 2016, correct?

24 A Yes.

25 Q So within three days of receiving the

1 first email that said all we need is a letter and  
2 we're good to go, you were informed by a PAC  
3 merchant that that would not, in fact, work,  
4 correct?

5 A We were not informed that it would not  
6 work from the interconnection side. We were  
7 informed, exactly as stated in the letter, that RMP  
8 would not tender such a letter. They further told  
9 us -- and there's some color and detail missing out  
10 of here -- but they told us after we signed a PPA,  
11 "they," meaning RMP, would submit a transmission  
12 service request, and that would be the mechanism.  
13 So no letter was actually needed. It would flow  
14 through a transmission service request.

15 Q And did you have anything from ESM  
16 indicating that -- Energy Supply Management, our  
17 merchant function -- indicating that it actually  
18 intended to use its 95 megawatts of existing  
19 transmission rates to move power?

20 A That is our understanding of how it was  
21 studied under the Schedule 38 pricing. That is  
22 also, further, our understanding of the most logical  
23 scenario for PacifiCorp to meet its must-buy  
24 obligation.

25 Q And it's your understanding of the

1    **must-buy obligation and the avoided cost pricing**  
2    **study?**

3           A       That's correct.

4           Q       So you actually have nothing stating that  
5    **we actually intended to use those rates to move your**  
6    **power, correct?**

7           A       We have a curtailment analysis.

8           Q       As part of the avoided cost pricing study,  
9    **correct?**

10          A       As part of it and following.

11          Q       What do you mean by following?

12          A       It was -- I believe, the study was  
13    conducted and shared with us following the avoided  
14    cost pricing letter.

15          Q       It was part of the avoided cost pricing  
16    **study, correct?**

17          A       Yes, but it was shared with us and there  
18    was some back and forth, I believe.

19          Q       I don't know if you recall that I was at  
20    that meeting with you. That's the first time we  
21    met.

22          A       I do recall.

23          Q       And in your rebuttal testimony, you very  
24    definitively state that -- page 2, at the bottom,  
25    starting at line 43 -- "Neither Mr. Fritz nor any

1 other PacifiCorp representative at the meeting  
2 stated that the statements or implications of the  
3 PacTrans emails were mistakes."

4 A Yes, that's correct.

5 Q Okay. And part of the reason for the  
6 March 22nd meeting was to discuss this January 23,  
7 2017, letter from sPower to PacifiCorp, correct?

8 A Yes.

9 Q And in that letter, as we just discussed,  
10 part of what we would be discussing is this  
11 assertion that PacTrans needed to use its existing  
12 transmission rights to move QF power, correct?

13 A Yes. That was definitely part of the  
14 discussion.

15 Q I believe it was one of the first things  
16 you said when we started the discussions, wasn't it?

17 A I believe so, but I fear that there is  
18 maybe a misunderstanding. Once again, Rocky  
19 Mountain Power said we will not provide you a  
20 separate letter. PacifiCorp Transmission says we  
21 require a letter. RMP says we won't give you a  
22 letter. But then they said as part of the  
23 Schedule 38 process, once you sign a PPA, we have an  
24 obligation to submit a transmission service request.  
25 That is the appropriate mechanism.



1           Q     And it's shown by this letter that premise  
2     that Rocky Mountain Power -- I mean, that PacifiCorp  
3     Transmission would accept a letter as sufficient to  
4     direct how an interconnection study was performed,  
5     was part of the conversation at the March 22nd  
6     meeting as shown by this letter, correct?

7           A     Can you restate the question?

8           Q     Well, as we talked about, one of the  
9     purposes of the meeting was to talk about this  
10    letter. This letter included the allegations that  
11    Mr -- the email from PacTrans stating that all they  
12    needed was a letter from merchant function and they  
13    could study your interconnection in a certain way.  
14    That was part of the topic of discussion.

15          A     Well, what we discussed was that RMP was  
16    unwilling to provide that letter. We didn't  
17    discuss --

18          Q     Because it was inappropriate, correct?

19          A     No, no. What we discussed was that RMP  
20    was unwilling to provide a letter to PacTrans, so it  
21    was unwilling to coordinate between functions at the  
22    time. I don't believe that the PacTrans email was a  
23    mistake. I believe that RMP was unwilling to meet  
24    what PacTrans imposed as a requirement.

25          Q     But we did, in fact, inform you.

1 Mr. Fritz and I at that meeting did, in fact, inform  
2 you that we do not provide letters like that, that  
3 we never have, and that Mr. Bremer was mistaken if  
4 he thought that was appropriate.

5 A No, I have no recollection of you telling  
6 us that Mr. Bremer was mistaken or that there was  
7 really any reach into the PacTrans governance. What  
8 I remember is you saying that you will not -- much  
9 the same as PacifiCorp's testimony -- that you do  
10 not have an obligation to utilize your lines for our  
11 project. That is what I recall at the meeting. We  
12 also checked with all of the sPower people. We sent  
13 an email out before we filed rebuttal testimony and  
14 there were several other people who attended the  
15 meeting, and they have the same recollection as I  
16 do. I just worry that we're going down a rabbit  
17 hole here.

18 Q I'm happy to move on. I just find it --  
19 it's a little bit disconcerting to have our  
20 testimony -- one of our witnesses be called  
21 essentially a liar when we were, in fact, addressing  
22 that topic at the meeting and we did, in fact, say  
23 that --

24 A sPower had numerous people in the meeting  
25 as did your side. None of the people on our side

1 recall -- had any recollection of there being a  
2 discussion that the email from PacTrans was an  
3 error. I do have a recollection of you saying we  
4 won't give you that letter, but you didn't say that  
5 the email from PacTrans was an error. You just  
6 said --

7 Q Well, we can agree to disagree on that.  
8 So, again, you just said that we are refusing to use  
9 our existing transmission rights, to use our power.  
10 Again, could you -- so far, in any of the testimony,  
11 in any of the filings, and today, sPower has yet to  
12 cite to a specific case that requires in either  
13 state or federal, that requires us to use existing  
14 transmission rights to move QF power, correct?

15 A I'm personally not a lawyer, nor am I  
16 aware of specific cases. I cannot sit here and  
17 quote specific case law for you. It does --

18 Q But your lawyer couldn't either, right?

19 A Well, he's our general counsel, he's a  
20 corporate lawyer. I'm not sure if that's an  
21 appropriate comment.

22 Q I'm a general counsel.

23 A Okay. I would, however, say that it's our  
24 opinion that there is ample transmission capacity on  
25 the line, should PacifiCorp choose to use it. By

1 not using it, you're being unduly discriminatory  
 2 towards QFs. And what are you doing with the line  
 3 anyway? You know, you have an option that expires a  
 4 year after the online date that's never being used.  
 5 It's used so infrequently as to be less than a  
 6 rounding error.

7 Q Mr. Isern, I understand that that's your  
 8 expert's testimony; that's not our testimony that  
 9 it's not being used. And it wasn't in yours, so I'm  
 10 going to reserve questions about that for Mr. Moyer.

11 A Sure.

12 MS. LINK: And with that, I have no  
 13 more questions.

14 COMMISSIONER LEVAR: Thank you.  
 15 Mr. Jetter, do you have any questions for Mr. Isern?

16 MR. JETTER: No. I don't have any  
 17 questions. Thank you.

18 COMMISSIONER LEVAR: I'm trying to  
 19 remember if Mr. Russell or Mr. Dodge did the direct.  
 20 Mr. Russell. Do you have any redirect and if it's  
 21 going to be lengthy, we might consider taking a  
 22 break before going to redirect.

23 MR. RUSSELL: I have a very short set  
 24 of questions to clarify a point in a document that  
 25 Counsel used. I don't think it will take more than

1 a few minutes.

2 COMMISSIONER LEVAR: We'll go ahead  
3 with redirect.

4 REDIRECT EXAMINATION

5 BY MR. RUSSELL:

6 Q Mr. Isern, if you could put in front of  
7 you the August 25, 2016, indicative pricing letter,  
8 and if you could also, side by side, have the  
9 December 15, 2016, indicative pricing letter if  
10 you've got that up there.

11 A I have them both.

12 Q Looking at the August 25 letter, there  
13 are -- after the text which Counsel walked through  
14 with you -- there is a page, I believe it's page 4,  
15 that says "Illustrative Annual Pricing" at the top.  
16 Do you have that?

17 A I do.

18 Q Okay. I'll note for the record that under  
19 "Illustrative Annual Pricing," there is a statement  
20 that says, "Glen Canyon A Solar, 75.0 megawatts."

21 A 74.

22 Q Excuse me. 74.0 megawatts, and below there  
23 is a section starting "Glen Canyon B Solar,  
24 74.0 megawatts." Can you describe what it is we're  
25 seeing in this document?

1           A       Just one correction. You may have  
2 misspoken. Glen Canyon B is 21.0 megawatts.

3           Q       But this document -- that's exactly the  
4 point I'm getting to. This document does not say  
5 21.0 megawatts, does it?

6           A       My apologies. I misunderstood. You are  
7 correct. The August 25 pricing letter shows Glen  
8 Canyon A at 74 megawatts and Glen Canyon B at 74  
9 megawatts as well.

10          Q       And do you know why it says Glen Canyon B  
11 is 74 megawatts in this pricing letter?

12          A       Well, we submitted multiple pricing  
13 requests. Our intent was to avoid any significant  
14 transmission upgrades when we were going through the  
15 Schedule 38 process. We don't want to pay for them  
16 but frankly, we don't think that ratepayers should  
17 be obligated to pay for them either, so we  
18 specifically downsized our project through multiple  
19 iterations and, frankly, we got lower QF pricing on  
20 almost every single iteration until the output  
21 curtailed was insignificant. So that was one of our  
22 design criteria, and, I guess, the methods that we  
23 used to both protect ourselves as well as protect  
24 Utah ratepayers.

25          Q       So is it the case that this August 25,

1 2016, pricing letter includes pricing for a Glen  
2 Canyon Solar B project that has been downsized --  
3 that has since been downsized?

4 A Yes.

5 Q Okay. And in the Glen Canyon Solar B  
6 pricing, is that reflected in the December 15, 2016,  
7 letter that you have before you?

8 A Yes, that is correct.

9 Q Okay. I just wanted to make sure there  
10 wasn't any confusion about that. And I don't have  
11 any other questions for the witness.

12 COMMISSIONER LEVAR: Thank you. Any  
13 recross, Ms. Link?

14 MS. LINK: No, thank you.

15 COMMISSIONER LEVAR: Mr. Jetter?

16 MR. JETTER: No, thank you.

17 COMMISSIONER LEVAR: Commissioner  
18 White?

19 BY COMMISSIONER WHITE:

20 Q I just want to make sure I understood it.  
21 It seems like at a certain point in your summary you  
22 made reference to a -- I'm not sure how you would  
23 characterize it -- but issues developed during the  
24 Schedule 38 process. Is there something  
25 specifically within the Schedule 38 that sPower can

1 point to as, maybe, an issue or a violation of that  
2 tariff?

3 A I don't believe that the -- let me back  
4 up. The tariff, we think, works well as written.  
5 However, the devil is in the details of  
6 implementation. It was our understanding that Rocky  
7 Mountain Power would be obligated to submit a  
8 transmission service request and via that process,  
9 the transmission costs would fall on them, rendering  
10 the entire discussion a moot point because, you  
11 know, there's no way Rocky would pay for the  
12 \$400 million line. They would, instead, as an  
13 alternative, choose to use their own transmission  
14 rights rather than saying we need to hold these  
15 transmission rights and build a \$400 million line.  
16 It doesn't make any sense. So the devil is in the  
17 implementation details, and going into the  
18 Schedule 38 process, we thought that the process  
19 would work based on our understanding at the time.  
20 And we have struggled to be able to utilize, really,  
21 the least-cost interconnection. We have also been  
22 of the mind that transmission costs are being  
23 included in our interconnection study, which isn't  
24 necessarily proper or appropriate to do so, when  
25 they should come through the transmission service



1 request. So I -- in our mind, there's been a lot of  
2 mixing of concepts through the application of 38  
3 that could be clarified.

4 **Q Do we know the interconnection costs yet?**

5 A We do know the direct interconnection  
6 costs. I hesitate to misquote it on the record, but  
7 I believe it is very reasonable and we were planning  
8 on paying for those out of our project budget.

9 COMMISSIONER WHITE: I've got no  
10 further questions.

11 COMMISSIONER LEVAR: Commissioner  
12 Clark?

13 COMMISSIONER CLARK: No questions.  
14 Thank you.

15 COMMISSIONER LEVAR: I don't either.  
16 Thank you, Mr. Isern.

17 MS. LINK: Excuse me, may I follow  
18 up? I don't mean to interrupt, but can I ask a  
19 couple of questions just to clarify the record?

20 COMMISSIONER LEVAR: We typically  
21 don't go back to parties after Commissioner  
22 questions, but if they're some very brief ones and  
23 if I'll allow for any redirect from Mr. Russell, if  
24 appropriate, then we'll allow some.

25 RECROSS EXAMINATION

1 BY MS. LINK:

2 Q Mr. Isern, you just stated that you do  
3 know the direct interconnection costs, correct?

4 A Our company knows them. I don't have them  
5 in front of me.

6 Q But your interconnection study as a QF has  
7 not been completed yet, has it?

8 A We are assuming that the direct costs from  
9 the prior completed study would be the same. I  
10 believe that we had discussed those with PacTrans  
11 and they had indicated that should there be  
12 transmission available from the PacifiCorp or anyone  
13 else, that the large, the \$400 million worth of  
14 costs could be removed from our study. So there is  
15 some assumption in there that is based on the prior  
16 study and on our direct conversations with PacTrans.

17 Q And then you just stated in response to  
18 the Commissioners' questions that transmission costs  
19 are being included as interconnection costs when  
20 they shouldn't, correct?

21 A We have a concern that that may be the  
22 case, yes.

23 MS. LINK: May I approach and hand  
24 you something -- I don't have two copies. Sorry  
25 about that. I didn't know this was going to come up

1 in this context. I have in front of me a copy of  
2 18CFR, Section 292.101(b)7, it's called Definitions,  
3 and it includes at no. 7 a definition of  
4 interconnection costs. And this CFR is FERC's  
5 regulations implementing PURPA. Are you willing to  
6 accept that subject to check?

7 A I suppose so.

8 Q And the regulation states that  
9 "Interconnection costs" in the PURPA context, "means  
10 the reasonable costs of connection, switching  
11 metering, transmission, distribution, safety  
12 provisions, and administrative costs incurred by the  
13 electric utility directly related to the  
14 installation and maintenance of the physical  
15 facilities necessary to permit interconnected  
16 operations with a qualifying facility, to the extent  
17 such costs are in excess of the corresponding costs  
18 which the electric utility would have incurred if it  
19 had not engaged in interconnected operations." So  
20 in other words, FERC PURPA regulations explicitly  
21 include transmission costs in interconnection costs  
22 when those costs would not have otherwise been  
23 incurred by the electric utility but for the QF's  
24 interconnection.

25 A I think we have a disagreement that these

1 costs should be incurred at all.

2 Q I understand that. But, explicitly,  
3 interconnection costs can include transmission under  
4 FERC's PURPA regulation, subject to check. I can  
5 hand you this, if you like.

6 A I think that we can agree that  
7 interconnection costs may include transmission. But  
8 that is not necessarily saying that all transmission  
9 costs must be included or should be included in an  
10 interconnection study. I'm not a lawyer, so I won't  
11 make a legal opinion at the risk of what our counsel  
12 said earlier about non-lawyers issuing legal  
13 opinions.

14 MS. LINK: I have no further  
15 questions.

16 COMMISSIONER LEVAR: Mr. Russell,  
17 I'll allow you if you want to ask any follow-up  
18 questions to those questions.

19 MR. RUSSELL: I don't. Thank you.

20 COMMISSIONER LEVAR: Thank you,  
21 Mr. Isern. I think we'll break for an hour and  
22 return to Glen Canyon when we return.

23 (A break was taken.)

24 COMMISSIONER LEVAR: We are back on  
25 the record, and before we move to Glen Canyon's

1 continuation of their case, I'll announce we have  
2 deliberated on the motion with respect to  
3 consideration of the record of all three dockets,  
4 and we have decided to rule in a way that all the  
5 evidence admitted in all three of the dockets will  
6 be part of the record in all three.

7 We understand the distinctions that  
8 parties have drawn on relevance and we will consider  
9 those in the weight we give the evidence in the  
10 individual dockets. But as a general rule, we're  
11 not going to decline to consider anything from any  
12 of the dockets in the others with our consideration  
13 of the distinctions that you have drawn so far and  
14 that you may continue to draw as we move forward.  
15 So with that, I'll go to Mr. Dodge or Mr. Russell,  
16 whoever is next.

17 MR. DODGE: Thank you, Mr. Chairman.  
18 Glen Canyon Solar would like to call Keegan Moyer to  
19 the stand.

20 KEEGAN MOYER,  
21 having been first duly sworn to tell the truth, was  
22 examined and testified as follows:

23 COMMISSIONER LEVAR: Mr. Moyer, I  
24 think we'll consider you still under oath from this  
25 morning.

1 DIRECT EXAMINATION

2 BY MR. DODGE:

3 Q Mr. Moyer, you're under oath, you've been  
4 sworn in, and you've introduced yourself. In this  
5 docket, the 17-035-36 Docket, have you caused to be  
6 prepared direct testimony and exhibits, rebuttal  
7 testimony and exhibits, and confidential surrebuttal  
8 testimony and exhibits?

9 A Yes, I have.

10 Q And do you have any corrections to any of  
11 that testimony?

12 A No.

13 Q Do you adopt that testimony here as your  
14 sworn testimony?

15 A Yes, I do.

16 MR. DODGE: I would move the  
17 admission, Mr. Chairman, of all three pieces of  
18 testimony and in doing so, I would note that  
19 although the surrebuttal was filed as confidential,  
20 I do believe, based on the stipulations this  
21 morning, that's no longer necessary. The only  
22 confidential information in that was the specific  
23 usage on the -- by APS on the Glen Canyon Solar to  
24 PACE line or path. So I don't how you want to  
25 handle that, but I don't think it needs to be

1 considered as confidential in the record.

2 COMMISSIONER LEVAR: If any party  
3 objects to either the motion or to Mr. Dodge's  
4 characterization of the non-confidential nature of  
5 the material in the surrebuttal, please indicate to  
6 me. I'm not seeing any objections so the motion is  
7 granted with the treatments of the surrebuttal as  
8 described by Mr. Dodge.

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

10 BY MR. DODGE:

11 Q Mr. Moyer, do you have a summary that you  
12 would like to present of your testimony?

13 A Yes, I do.

14 Q Please proceed.

15 A So as Counsel just conferred, I submitted  
16 three pieces of testimony which in total, I think,  
17 racked up to almost a hundred pages which I'm a  
18 little embarrassed to say. So as I try to summarize  
19 that testimony, bear with me here.

20 This case naturally involves complex and  
21 interrelated topics, which are avoided cost  
22 modeling, interconnection service, and transmission  
23 service, which are further complicated with the fact  
24 that those different areas have overlapping  
25 jurisdictions, models, and processes to execute

1     them; a recipe ripe for confusion. While these  
2     topics and questions at issue in this proceeding may  
3     seem daunting and arcane, the path forward, in my  
4     opinion, is quite simple. The request tendered by  
5     Glen Canyon Solar to first, Rocky Mountain Power and  
6     now this Commission are reasonable, fair,  
7     technically justified, and, if implemented, should  
8     lead to an outcome that meets three critical  
9     criteria.

10           The first criteria is Rocky Mountain Power  
11     will be able to efficiently discharge it's PURPA  
12     obligations. The second criteria is that Glen  
13     Canyon Solar will remain responsible for appropriate  
14     interconnection costs, and thirdly, this Commission  
15     will ensure that PacifiCorp continues to manage the  
16     transmission system in a reliable, efficient, and  
17     non-discriminatory manner. Importantly, these  
18     outcomes can be accomplished while also ensuring  
19     that utility customers remain indifferent to the  
20     cost of the Glen Canyon Solar projects. My  
21     testimony in this docket explains how this outcome  
22     can be achieved.

23           Before moving on, we first must clarify  
24     what is Glen Canyon Solar truly asking for, because  
25     it's not straightforward. To answer this, we must



1 bear in mind -- under PURPA -- responsibilities for  
2 interconnection and transmission delivery service  
3 are divided between the QF developer and the  
4 Utility. FERC holds that the QF obligation is  
5 limited to delivering energy to the point of  
6 interconnection, at which time the Utility accepts  
7 the power and is then responsible for using or  
8 delivering the energy from the point of  
9 interconnection to the Utility's load. At this  
10 stage, the situation appears cut and dry. The QF  
11 would be responsible for interconnection-driven  
12 transmission costs and service, and the Utility  
13 would be responsibility for delivery-driven  
14 transmission costs and service.

15           There are, of course, some complicating  
16 factors. One is that PacifiCorp has adopted,  
17 without any guidance from FERC or this Commission, a  
18 policy that requires QFs to obtain network resource  
19 interconnection which includes both aspects,  
20 including interconnection and deliverability  
21 components of transmission service. In effect, this  
22 shifts the cost and responsibility for arranging  
23 delivery service to the QF, a policy that is not  
24 consistent with FERC guidance on PURPA as it is the  
25 Utility that must arrange for delivery to loads.

1 One fairly easy solution to this problem is for  
2 PacifiCorp to allow QFs to be studied and  
3 interconnected as energy resource interconnections.  
4 This would avoid discrimination and would match what  
5 the Utility sometimes does for its resources.  
6 However, to the extent that the Utility is going to  
7 require network resource interconnection status for  
8 the QFs, the question becomes what can be done to  
9 ensure non-discriminatory treatment and that each  
10 party remains responsible for their appropriate  
11 share of the transmission service picture.

12 The case is indeed about a specific  
13 project, so we can't be overly general here. And,  
14 fortunately, this particular project is sited in a  
15 location where Rocky Mountain Power holds sufficient  
16 transmission rights to facilitate the delivery  
17 component of transmission service. This brings us  
18 back to Glen Canyon Solar's request which is,  
19 require Rocky Mountain Power and PacifiCorp  
20 Transmission to use assumptions in the  
21 deliverability analysis for the network resource  
22 interconnection study that consider the use of these  
23 existing rights, including resource redispatch as  
24 necessary. The Network Operating Agreement  
25 Amendment referenced in numerous testimony serves as

1 a sort of how-to guide for this type of study as it  
2 recognizes that multiple resources can share the  
3 same transmission capacity and be delivered to  
4 loads. This Commission has the authority to direct  
5 this type of study, and I do not know of any factors  
6 that would prohibit the analysis.

7 As you might expect, PacifiCorp takes  
8 issue with this request. As I understand it,  
9 PacifiCorp's refusal to perform the study requested  
10 is based off of two arguments. The first is that it  
11 simply cannot do the study, and the second is that  
12 even if it could do the study, it does not hold the  
13 95 megawatts of transmission rights as they are set  
14 aside by a call option held by Arizona Public  
15 Service. I do not see these two points as  
16 sufficient evidence to deny Glen Canyon Solar's  
17 request. My opinion is that they are not material  
18 relative to the potential cost savings in  
19 transmission system efficiency gains offered by  
20 using the transmission system as I recommend.

21 The argument that PacifiCorp simply cannot  
22 perform the requested analysis mainly relies on the  
23 notion that an interconnection study is not a  
24 transmission service study. While I agree that an  
25 interconnection study certainly does not convey any

1 rights to the delivery component of transmission  
2 service, delivery is indeed considered in the study.  
3 PacifiCorp has drawn a bright line separating  
4 interconnection studies and transmission studies,  
5 but the reality is that the two have overlapping  
6 features. While the network resource  
7 interconnection study conveys no transmission at the  
8 delivery service, it looks like and it smells like a  
9 delivery service in many ways. While ultimately  
10 PacifiCorp can choose how to deliver the QF output  
11 to their load, it is unreasonable to shift that  
12 obligation into the interconnection study and not  
13 afford that analysis the same flexible transmission  
14 use and redispatch principles that Rocky Mountain  
15 Power can use for its own resources.

16 The second argument from PacifiCorp is  
17 centered around transmission rights, and it is not  
18 sufficient to require an upgrade to a transmission  
19 line that is currently rarely used. Given how  
20 seldom this path is used, such an investment makes  
21 no practical sense and there are creative ways to  
22 avoid it. I won't expand on these right now, but on  
23 this topic, it is important to remember two things.

24 First, the overlap period before the APS  
25 Agreement termination -- and this project's online

1 date is roughly a year, a small portion of the  
2 15-year contract term -- once this overlap period  
3 passes, there will be sufficient transmission  
4 capacity to deliver the project's output under all  
5 conditions.

6 Second, there is a very high likelihood  
7 that even if APS were to call in its rights when the  
8 project was scheduled to generate during the overlap  
9 period, there are a number of strategies that could  
10 be employed to ensure the APS contract is honored.  
11 One of those options is for Rocky Mountain Power to  
12 curtail the QF output under the emergency provisions  
13 of the contract; another is to do a power swap  
14 agreement and make APS whole on their schedule; and  
15 another is to market the Glen Canyon Solar power to  
16 a southwest market for those very rare instances  
17 when APS does schedule down the path. And when I  
18 say rare, we're able now to discuss the data in that  
19 over the last five years the schedule that has been  
20 at question, APS's call has been used in .04 percent  
21 of the total hours during that period.

22 Before I conclude, I should clarify how  
23 these scenarios requested by Glen Canyon will  
24 maintain customer indifference. Indeed, I believe  
25 it is the only way in which customer indifference

1 can be assured. My logic is as follows: first, the  
2 avoided cost modeling studies were done properly  
3 considering their scope and purpose, and thus the  
4 pricing offered to Glen Canyon Solar QFs gives us  
5 reasonable assurance of customer indifference to  
6 their energy and capacity pricing.

7 Second, that leaves potential cost  
8 exposure limited to transmission, where there are  
9 two potential ways network upgrades could be  
10 identified whose costs could be shared by all  
11 transmission customers since FERC has ruled that all  
12 network upgrades benefit the system as a whole. The  
13 first are network upgrades beyond the point of  
14 interconnection to facilitate the delivery as  
15 identified in an improper interconnection study.  
16 These are the transmission costs that Glen Canyon  
17 Solar is trying to avoid. The second are network  
18 upgrades that PacifiCorp could choose to build to  
19 facilitate transmission delivery service as  
20 identified in a transmission service study. Since  
21 PacifiCorp is responsible for arranging and  
22 delivery, this is their choice and they need to act  
23 efficiently and prudently in making it. Unless  
24 network upgrades beyond the point of interconnection  
25 are avoided in the first place, there is a risk that

1 all customers will be required to bear the cost of  
2 such upgrades. This risk exists whether or not  
3 Glen Canyon Solar or Rocky Mountain Power funds the  
4 upgrades. Clearly, smart and full use of the  
5 existing transmission system is never a bad choice  
6 for customers.

7 To summarize, the issue is not about Glen  
8 Canyon Solar seeking to avoid interconnection costs,  
9 but rather about first properly assigning the  
10 deliverability obligation to the Utility to align  
11 with PURPA requirements and then performing the  
12 deliverability portion of the interconnection and  
13 transmission service studies in a consistent manner  
14 that leverages existing transmission rights and  
15 redispatch options. This will ensure that the QF  
16 output is delivered in the most practical and  
17 efficient way possible. For the reasons I've  
18 described here and in my written testimony, I  
19 recommend approval of the request made by Glen  
20 Canyon Solar. I'll end by saying that transmission  
21 analysis is necessarily complex. It must be  
22 performed in a prudent and diligent fashion to  
23 ensure a reliable and economic transmission system.

24 I encourage this Commission to not let the  
25 fog of war so common in the transmission side of

1 this business to mask what is an opportunity to  
2 potentially avoid unnecessary new transmission.  
3 Transmission infrastructure is expensive to build  
4 and is a near-permanent investment, and thus  
5 existing assets should be utilized to their maximum  
6 potential in all opportunities, for efficient use of  
7 the system should be considered. This option needs  
8 to be on the table. This concludes my summary.  
9 Thank you.

10 **Q Mr. Moyer, I see that you brought a chart**  
11 **and put it on the board. Do you have anything you**  
12 **want to explain about that chart?**

13 **A** The reason I brought this chart today is  
14 in case we need to refer to it, but this is a  
15 demonstration, a rendition, of the PacifiCorp  
16 Transmission scheduling map which shows the various  
17 point of receipts and point of delivery within the  
18 Utah area of PacifiCorp's system. Not all detail is  
19 shown. Most relevant to our interest is the bubble  
20 down by Glen Canyon 2 -- that stands for  
21 Glen Canyon Solar 230 -- that's the scheduling point  
22 there (indicating). And then the other bubble is  
23 the PacifiCorp East bubble, and that's another point  
24 of delivery or point of receipt on the PacifiCorp  
25 system. The transmission service in question in



1     this case is between Glen Canyon Solar 2 and  
2     PacifiCorp East, the big bubble in the middle of  
3     Utah.

4                     COMMISSIONER LEVAR: Thank you. If  
5     you could just slide it this way a little bit so we  
6     can see it.

7     BY MR. DODGE:

8             **Q     So very briefly, Mr. Moyer, once again,**  
9     **now that the Commissioners can see it, explain what**  
10    **the bubbles are.**

11            A     So the bubbles are relevant to this  
12    proceeding because the subject in this proceeding is  
13    the transmission availability between the  
14    Glen Canyon 2 -- that stands for 230kV -- that's the  
15    scheduling point that would basically allow this  
16    power to be delivered from that location up into the  
17    PacifiCorp East load area. And this transmission  
18    segment is the one that has been discussed at length  
19    in this proceeding and at length in my testimony. I  
20    should also mention that what's relevant, when it  
21    comes into play with the APS agreements, is the Four  
22    Corners scheduling bubble which, again, leads up  
23    into the PacifiCorp East load area through the Pinto  
24    scheduling point.

25            **Q     So when we've talked in this docket about**

1 the 95 megawatts of firm transmission rights that  
2 PacifiCorp holds, what line specifically is that on?  
3 What path?

4 A The 95 megawatts that we've been referring  
5 to are between the Glen Canyon 2 bubble and the  
6 PacifiCorp East bubble, going south to north.

7 Q And that PacifiCorp East, is that general  
8 PacifiCorp load area? Is that beyond the  
9 constraints?

10 A That's typically the location where  
11 deliverability in the PacifiCorp load area would be  
12 considered.

13 MR. DODGE: Thank you. No further  
14 questions on the summary, and Mr. Moyer is available  
15 for cross.

16 COMMISSIONER LEVAR: Ms. Link.

17 MS. LINK: I have a bit of a concern  
18 about this. This is generally correct from a  
19 scheduling perspective in terms of what schedules  
20 show, but if you look at Rick Vail's direct  
21 testimony, the first exhibit, there's this map that  
22 shows the transmission system in more detail. And  
23 what it shows is that throughout this case what they  
24 have been arguing is this --

25 COMMISSIONER LEVAR: Ms. Link --

1 MS. LINK: I know you can't see it.

2 I'm trying to say why I'm objecting to this.

3 COMMISSIONER LEVAR: This is a  
4 totally separate issue. We do stream this over the  
5 internet and without being next to a microphone,  
6 you're not being picked up on the stream. We can  
7 hear you, but the stream can't pick it up.

8 MS. LINK: I'm just trying to point  
9 out that the line they've been talking about this  
10 whole time is from Sigurd to Glen Canyon, and  
11 Sigurd is not in Pace. You need to go up more to  
12 get into the Pace authority area. So is this  
13 correct from a scheduling perspective? It's not  
14 correct to say that this represents the line that's  
15 been at issue the whole time.

16 MR. DODGE: Could I clarify? Is this  
17 an objection or testimony?

18 MS. LINK: It's a clarification --  
19 it's an objection to that because it does not, in  
20 fact, represent the line. And it's a clarification  
21 that, I will let it go, with that clarification.

22 MR. DODGE: May I respond, because  
23 what she said is absolutely incorrect, and I can  
24 point that out with testimony.

25 COMMISSIONER LEVAR: We're treating

1 it as an objection to the exhibit, correct?

2 MS. LINK: Correct.

3 MR. DODGE: Which we haven't moved to  
4 admit; it's for illustrative purposes. But because  
5 Ms. Link has made the speech, I need to respond to  
6 it. This is not correct to say the line we have  
7 discussed is from Glen Canyon to Sigurd. That's the  
8 specific interconnection point between those two  
9 points. All of Mr. Moyer's testimony is the  
10 95 megawatts of rights on the Glen Canyon to PACE  
11 which includes beyond Sigurd, so it's just an  
12 incorrect statement of fact. So we can ask  
13 Mr. Moyer to clarify this. If you'd like to argue  
14 that our argument has been limited to Sigurd, it has  
15 not. It's been to PACE, which is where the load  
16 area is.

17 COMMISSIONER LEVAR: With those two  
18 clarifications, Ms. Link, do have an objection you  
19 want us to rule on or how do you want to proceed  
20 from this point?

21 MS. LINK: He's welcome to use it  
22 with the clarification that we have a disagreement  
23 about what they've been arguing.

24 COMMISSIONER LEVAR: I think we can  
25 move forward that way. Thanks.

1 MR. DODGE: So I think it's in your  
2 court, right?

3 MS. LINK: We were -- I said we're  
4 fine going forward.

5 MR. DODGE: I apologize. We're done,  
6 so Mr. Moyer is available for cross.

7 COMMISSIONER LEVAR: Ms. Link, do you  
8 have any cross?

9 MS. LINK: Yes, thank you.

10 CROSS-EXAMINATION

11 BY MS. LINK:

12 Q Mr. Moyer, I'm going to start with some  
13 things that you asserted in your summary. And  
14 first, it's difficult to narrow them down but I'm  
15 going to start with this notion that PacifiCorp has  
16 created a bright line distinction between  
17 interconnection and transmission service. You  
18 stated that in your summary, correct?

19 A Yes, I said that.

20 Q And are you familiar with FERC's orders --  
21 their pre-eminent, seminal orders -- on large  
22 generator interconnection, Order 2003 and Order  
23 2003A?

24 A I am.

25 Q I'm guessing you probably don't have a

1      **copy of Order 2003A in front of you?**

2            A      They're fairly extensive, so sadly I do  
3      not.

4            Q      I have one for you.

5                      MS. LINK:    May I approach?

6                      COMMISSIONER LEVAR:    Yes.

7      BY MS. LINK:

8            Q      First, you said we developed a bright line  
9      and that, in fact -- point of fact -- that  
10     interconnection doesn't include delivery to -- I'm  
11     sorry. You said we have drawn the bright line  
12     between interconnection and transmission service,  
13     but isn't it true that it's FERC in Order 2003 and  
14     Order 2003A that drew that bright line of  
15     distinction between the two services?

16           A      Can you recharacterize the question for  
17     me? Maybe more specific to this.

18           Q      You had asserted it was PacifiCorp's  
19     bright line distinction. For example, if you could  
20     turn to page 115, paragraph 533.

21                      MR. JETTER:    Could you clarify for us  
22     quickly which of the documents that was?

23                      MS. LINK:    I'm looking at  
24     Order 2003A, page 115, section 553.

25           Q      And, in particular, after you said in your

1 summary that PacifiCorp drew a bright line between  
 2 interconnection and transmission, you said that  
 3 interconnection doesn't appropriately consider  
 4 delivery, correct? That by treating QFs with a  
 5 network resource interconnection service -- I'm  
 6 confounding points so excuse me -- you also said in  
 7 your summary that it's PacifiCorp unilaterally  
 8 requiring QFs to do network resource interconnection  
 9 service, correct?

10 A Yes.

11 Q And by doing that, we have shifted costs  
 12 of delivery service to the QF, correct?

13 A Yes.

14 Q So I would like to take you back to that  
 15 paragraph 533 in which FERC, and I'm going to quote  
 16 here, "clarifies that network resource  
 17 interconnection service, which is an interconnection  
 18 service, is not a replacement for network  
 19 integration transmission service which is a delivery  
 20 service." Skip a few lines, "Their intent is merely  
 21 to establish general requirements for network  
 22 resource interconnection service, not to ensure  
 23 physical delivery to specific network loads."  
 24 Correct?

25 A I'm still having trouble following, but

1 those are words that I have read before, yes.

2 Q But it's explicitly stating that network  
3 interconnection service is not designed to assess  
4 actual -- ensure physical delivery of a specific  
5 generator to specific load, correct?

6 A So I will agree with you in that network  
7 resource interconnection service doesn't convey to  
8 the interconnecting customer any rights for delivery  
9 service but practically, in the implementation of  
10 the studies, it does consider deliverability when  
11 we're looking at the resource serving network load.  
12 And this is consistent with FERC Order 2003 in my  
13 interpretation of it, and along with testimony that  
14 PacifiCorp submitted.

15 Q I'll disagree that it's consistent with  
16 testimony PacifiCorp submitted because network  
17 resource interconnection service does not look --  
18 even the studies to provide network resource  
19 interconnection service -- does not look at  
20 delivering a specific resource to specific load,  
21 does it?

22 A When that load is network load, I think it  
23 does consider aspects of deliverability to that  
24 network load.

25 Q From a specific resource?



1           A       Yes. From the interconnecting resource.

2           Q       So let's look at what interconnection  
3       service actually looks like, because this was  
4       confusing I think for the industry at the time,  
5       even. So let's turn to paragraph 558, page 121.  
6       Halfway through paragraph 558, FERC states,  
7       "However, because the purpose of network resource  
8       interconnection service study is only to determine  
9       whether the aggregate of generation in the local  
10      area can be delivered to the aggregate of load on  
11      the transmission system, consistent with the  
12      transmission provider's reliability criteria and  
13      procedures." Correct?

14          A       That's what it says.

15          Q       So the purpose of the network resource  
16      interconnection service is to look at the aggregate  
17      of generation to the aggregate of load, correct?

18          A       Can you define which generators are  
19      included in aggregate in this study? Because I  
20      think it would include the interconnecting  
21      generator, which is how I have come to the  
22      conclusion that the interconnecting generator is  
23      being evaluated to determine its generation and the  
24      aggregate of generation around it to load, and that  
25      includes the network load of PacifiCorp.

1           Q     Yes, it does include the network resource  
2     being studied for interconnection as part of the  
3     aggregate generation in a local area. And then it  
4     looks at whether or not the system, the impact of  
5     adding that network resource to the aggregate of  
6     resources, how that impacts the system as a whole  
7     and what -- in getting to the aggregate in moving  
8     all of the designated resources to the aggregate of  
9     load, correct?

10          A     Yeah. And I really like the way that  
11     Mr. Vail and his testimony characterized it. It  
12     really becomes a question of is there sufficient ATC  
13     to accommodate the interconnection, right? And that  
14     ATC naturally considers a deliverability component  
15     because we're looking at the ability of the  
16     aggregate of the generation, including our  
17     interconnecting resource, to reach the aggregate of  
18     load, and we want to see if the transmission system  
19     can support such a delivery. And in our study, that  
20     delivery piece of the analysis is considered. In an  
21     energy resource interconnection study, we're really  
22     just looking at the ability to interconnect a  
23     resource onto the system and use the transmission  
24     that's there, which is why I have come to the  
25     conclusion that jumping to the NR Interconnection

1 Study -- that's Network Resource Interconnection  
 2 Study -- shifts some of the obligation of  
 3 deliverability onto the QF resource in areas where  
 4 the system is constrained and PacifiCorp has  
 5 existing transmission rights that they could  
 6 potentially use at their discretion to facilitate  
 7 deliverability of the resource to load.

8 Q Well, we'll get to whether or not  
 9 PacifiCorp can use its transmission rights. The key  
 10 here -- and I'm going to disagree with you on what  
 11 an energy resource interconnection looks at, and  
 12 perhaps we can look at that in our order. The basic  
 13 distinctions between interconnection products, page  
 14 155, starting at paragraph 752 --

15 MR. DODGE: Counsel, would you  
 16 clarify what you're looking at? I think you said  
 17 FERC Order 2003, but I think it's --

18 MS. LINK: 2003A. I just said the  
 19 order, I didn't say the number again.

20 THE WITNESS: I'm at page 155.

21 BY MS. LINK:

22 Q Okay. Right in the first paragraph,  
 23 paragraph 752 in the Definition of Interconnection  
 24 Products, FERC says, "Energy resource  
 25 interconnection service, which is a basic or minimum

1 interconnection service, and network resource  
2 interconnection service, which is a more flexible  
3 and comprehensive interconnection service, neither  
4 is a transmission delivery service." Correct?

5 A Yes. I said that previously, too.

6 Q But in your rebuttal, I believe it is,  
7 you actually said that transmission service has two  
8 components: interconnection and delivery, correct?

9 A I'm hesitant to -- so that's a reference  
10 to some FERC terminology that was used that I have  
11 adopted in a lot of my narrative, because I think  
12 it's easy to understand and differentiate between  
13 the different types of transmission service by using  
14 those narrative terms. I think you and I right now  
15 are discussing some very, very detailed and  
16 technical subjects around how studies are done for  
17 different types of interconnection service, and so I  
18 didn't want to say that I supported those very  
19 general terms, you know, when we're talking about  
20 specific studies at this stage.

21 Q Sitting here today on the stand, you're  
22 clarifying that you do understand that  
23 interconnection service and transmission service are  
24 separate?

25 A Absolutely.

1           Q     And that PacifiCorp didn't create the  
2     bright line, FERC did, correct?

3           A     FERC distinguishes between the type of  
4     transmission service, but my response around the  
5     bright line really is more relevant to this specific  
6     project and the notion that it only be studied under  
7     network resource interconnection and then, that  
8     network resource interconnection study must include  
9     the deliverability component that we have just  
10    discussed.

11          Q     Okay. And I guess my point is that your  
12    testimony actually did not make the argument -- that  
13    you did not make the arguments around the  
14    inappropriate use of NR interconnection versus  
15    ER interconnection as its main point, did it?

16          A     No.

17          Q     And, earlier you said an energy resource  
18    interconnection would look at basic interconnection  
19    requirements and use of transmission line to get to  
20    load. Was that roughly correct about what you said?

21          A     Yes, I think so.

22          Q     In paragraph 753 of Order 2003A, "Energy  
23    Resource Interconnection service allows an  
24    interconnection customer to connect its generating  
25    facility and then allows that generator to be used

1 on as-available basis." Correct?

2 A That's not what my 753 says.

3 Q "The transmission system can be eligible  
4 to deliver its output using the existing firm or  
5 non-firm capacity of the transmission system on an  
6 as-available basis."

7 A Then this must be the wrong thing that I  
8 was given.

9 Q It's the order I handed you, correct? I  
10 stumbled into 2003. My apologies. I'll give you  
11 Order 2003 so we can get the correct paper. 753.  
12 My apologies.

13 A I'm there now.

14 Q This is on an as-available basis, correct?

15 A So it says it would be able to deliver its  
16 output using the existing firm or non-firm capacity  
17 of the transmission system as available.

18 Q Yes. That's correct. And it's saying  
19 existing firm or non-firm capacity, correct, as you  
20 just noted?

21 A Yes.

22 Q And in FERC's world in that context when  
23 FERC is looking at adding a new generator -- whether  
24 it's energy resource interconnection or whether it's  
25 network resource interconnection -- FERC is looking

1 at what the addition of that does to the  
2 transmission system, correct?

3 A Yes.

4 Q And when it says existing firm or non-firm  
5 capacity, the interconnection context, FERC means  
6 available transfer capability, correct?

7 A I don't know. I don't think I can draw  
8 that conclusion from this. It doesn't say that. I  
9 think there's language in both of these orders that  
10 says an ER interconnection can be used on network  
11 resource integration transmission service. So if  
12 those capacity rights are already held by somebody,  
13 you can connect onto those capacity rights with an  
14 ER interconnection and use those rights, provided  
15 the operator allows you to do so.

16 Q But with an ER interconnection,  
17 theoretically, you could join as a generator who  
18 uses the network transmission service, but it's not  
19 guaranteed. If the network transmission rights are  
20 being used by a designated network resource to be  
21 moved firm, that trumps an ER interconnection that  
22 it has on an as-available.

23 A I don't know about what would trump what;  
24 I know that QFs are must-take. So I think that's  
25 one of the challenges I have with spending so much

1 time with a FERC document here on interconnection,  
 2 because this Commission has the jurisdiction over  
 3 the interconnection of QFs in Utah. And you have  
 4 business practices and other documents that point to  
 5 using study processes from here and processing it in  
 6 accordance to this, but ultimately I see it as this  
 7 Commission can decide to direct QF interconnections  
 8 studies to be done in the way they see fit.

9 Q Yes, this Commission does have  
 10 jurisdiction over QF interconnections, and as you  
 11 note in your testimony, has adopted in Schedule 38  
 12 the OATT processes for processing interconnections,  
 13 correct?

14 A Can you restate that quickly? Sorry.

15 Q As you stated in your own testimony, this  
 16 Commission, in Schedule 38, adopted the OATT  
 17 processes -- generally adopted the OATT processes --  
 18 for processing QF interconnections, correct?

19 A I don't think I'm going to use the word  
 20 adopted, so I disagree with that. I think it  
 21 references it appropriately in the documents that  
 22 you're mentioning.

23 Q Schedule 38?

24 A Uh-huh (affirmative).

25 Q Okay. I appreciate your comment. You do,



1 in fact, cite repeatedly Order 2003 and 2003A, don't  
2 you?

3 A Yes, I do. And I think it's useful for  
4 guidance on what are interconnection studies and how  
5 roughly should they be done? But, really, I think  
6 that's one of the issues I bring to the table here  
7 is I think the very rigid interpretation of some of  
8 these is -- in some way, it's very inefficient, I  
9 think in terms of evaluating the transmission system  
10 for interconnecting QF resources. So I do reference  
11 this because I think it's a useful way to discuss  
12 the issues, but I don't think that we should lock  
13 ourselves into it as the only form of dialogue on  
14 the topic.

15 Q Okay. Well, I think, I appreciate your  
16 point of view, but let's start with -- I'm  
17 struggling because there are so many things that  
18 are, in a FERC world, not quite right about that.  
19 But let's walk through those. So as you have  
20 acknowledged -- and I can even point to the  
21 testimony if that's helpful to get back into the  
22 testimony world -- in your direct, page 12, lines  
23 251 to 255 --

24 A You're going to have to give me a second  
25 here.

1 Q Of course.

2 A What are the lines?

3 Q 251 to 255. Are you there?

4 A Uh-huh (affirmative).

5 Q And you state, "As the network customer,  
6 RMP is required by Schedule 38 to submit a TSR,"  
7 which is a transmission service request, "requesting  
8 that the QF resource become a designated network  
9 resource or DNR under RMP's network operating  
10 agreement with PacTrans, correct?

11 A That must be 245, right? I was starting  
12 at 255.

13 Q Direct? I'm sorry, yes. 245 to 248.  
14 "Required to become a designated network resource."  
15 Is that right?

16 A Yes.

17 Q Under our network operating agreement,  
18 correct?

19 A Yes.

20 Q And that network operating agreement as  
21 we've talked about in your testimony is a  
22 transmission service agreement between  
23 Pac Transmission and our merchant function, correct?

24 A Yes.

25 Q And as you note in your testimony at page

1 3 -- I believe it's the same testimony, but perhaps  
 2 not. Must be rebuttal. My apologies, I have my  
 3 reference wrong -- but would you agree that Rocky  
 4 Mountain Power is required to file a transmission  
 5 service request for a new QF PPA within seven days  
 6 of signing that PPA?

7 A Yes.

8 Q And do you have Exhibit No. 2, I believe,  
 9 to your direct testimony which is the FERC order  
 10 regarding the NOA Amendment?

11 A Yes, I do.

12 Q Could you please turn to page 9 of that  
 13 order, paragraph 28? And I have brought the  
 14 Commission parties here before. After the footnote  
 15 37 symbol, FERC notes that "It's Madison precedent  
 16 -- "that the proposed NOA Amendment departs from the  
 17 Madison precedent that new designated network  
 18 resource requests cannot be granted unless there is  
 19 sufficient ATC." Do you see that?

20 A Yes.

21 Q And is it your understanding that  
 22 generally speaking, Madison, as well as another  
 23 case -- Wisconsin, it's Madison versus Wisconsin --  
 24 generally stands for the fact that a transmission  
 25 provider cannot grant designated network resource

1     **status for a new resource unless there is a**  
 2     **sufficient available transfer capability to move**  
 3     **that power to load?**

4           A     So I must admit that I did not review  
 5     Madison in detail, but I will restate here if what  
 6     you said is true, I understand this to say that that  
 7     outcome can be departed from.

8           Q     **Yes, in the specific context of our NOA**  
 9     **Amendment, correct?**

10          A     Uh-huh (affirmative).

11          Q     **We had to seek explicit authority to**  
 12     **deviate from that general standard, correct?**

13          A     I think that was appropriate since -- for  
 14     governance transmission service.

15          Q     **And so do you know of any other utility or**  
 16     **any other situation where FERC has granted an**  
 17     **exception to their precedent requiring you need to**  
 18     **have available transfer capability in order to grant**  
 19     **a new designated network resource interconnection?**  
 20     **Are you aware of any from your basic knowledge?**

21          A     No. PacifiCorp, I think, is the only  
 22     entity that I know of, at least at this time, that  
 23     has the operational redispatch tool and ability laid  
 24     out so explicitly.

25          Q     **So you're calling it an operational**

1     **redispatch. We called it a version of planning**

2     **redispatch.**

3           A     I think they call it operational  
4     redispatch in here and then they say that's a  
5     version of planning redispatch, so I think we're  
6     saying the same thing.

7           Q     **Normal planning redispatch which is**  
8     **generally allowed under the OATT -- I think you have**  
9     **actually cited to these provisions -- but normal**  
10    **planning redispatch traditionally doesn't look at**  
11    **backing down generation, does it?**

12          A     No. They're different. Planning and  
13    operational redispatch -- the latter was considered  
14    to be a form of the former.

15          Q     **Right. And traditionally if you're**  
16    **looking at planning redispatch -- which is what is**  
17    **generally allowed in studying transmission service**  
18    **requests for a designated network resource, not**  
19    **interconnection transmission service -- doesn't look**  
20    **at backing down existing generation, correct?**

21          A     No. What it looks at is basically  
22    redispatching the system to create additional ATC,  
23    whereas operational redispatch -- and I think that  
24    term is correct and defined in here -- is really  
25    using the existing transfer rights to allow QF

1 resources as designated network resources -- and  
2 potentially other designated network resources -- to  
3 flow on that shared capacity. That's my  
4 interpretation of the two.

5 Q So in other words, it's the merchant  
6 function agreeing to live within its -- to add a new  
7 designated network resource but live within its  
8 means, its transmission rights -- existing  
9 transmission rights -- as it moves that power?

10 A I like that, move within its means.

11 Q And the idea is that it backs down other  
12 designated network resources in the area of the QF  
13 to allow -- to relieve the constraint?

14 A Yes.

15 Q Okay. And so Glen Canyon, this project as  
16 you note, sits on the line between Glen Canyon  
17 substation and Sigurd, correct?

18 A Yes.

19 Q And what other designated network  
20 resources does PacifiCorp have on that line?

21 A So I understand that through the Power  
22 Exchange Agreement with APS, that that is designated  
23 as a designated network resource, even though it's a  
24 market purchase. I don't know of any other  
25 generating resources in that area.

1           Q     Correct. That's correct. We don't have  
2     any other designated network resources beyond the  
3     APS agreement, correct?

4           A     Yes.

5           Q     And we are required under that APS  
6     agreement to hold those rights open at all times for  
7     APS to be able to call on those transmission rights,  
8     correct, when we're talking about our network  
9     transmission service?

10          A     Can you define what you mean by hold them  
11     open at all times?

12          Q     So when you're talking about that  
13     agreement, that agreement for the piece of it that  
14     involves the network transmission -- which is only  
15     about half the year, correct?

16          A     Yes.

17          Q     -- when we have that network transmission,  
18     we're holding that. It's our network transmission,  
19     but we don't have any other designated network  
20     resource behind that line except the APS contract,  
21     correct?

22          A     I like to think of it as basically you're  
23     holding it, it gets to 10:00 a.m. the day before,  
24     they give you a call and say we're going to schedule  
25     on it the next day or we're not going to schedule on

1 it the next day. It just so happens that over the  
2 past five years 99.96 of the time when you get that  
3 call, it's no we're not going to schedule on it.

4 Q Right, but under FERC -- this is  
5 transmission rights and FERC governs transmission  
6 rights -- we have a contract that requires us to  
7 hold that transmission available for their use at  
8 any time, correct?

9 A And I don't know that you -- I disagree  
10 with that, I think. I think that the obligation, my  
11 interpretation of it -- and again, we're getting  
12 into where we're offering legal opinions so maybe  
13 there's a better way to handle this -- but my  
14 understanding is that APS can call on PacifiCorp to  
15 schedule up to 100 megawatts of south-to-north net  
16 flows, basically, depending on whose interpretation,  
17 either/or Glen Canyon Solar or Four Corners up to  
18 the Borah-Brady substation in Idaho. I don't  
19 understand that APS has specific rights to the Glen  
20 Canyon to PAC East transmission segment. I just  
21 know that under that contract they have to be able  
22 to schedule power under that call option.

23 Q So just to bring this back around, in the  
24 course of this cross examination, you have agreed  
25 that the NOA Amendment redispatch is unique in that



1 it allows backing down generation in order to  
2 relieve a transmission constraint, correct?

3 A Yes. It allows for the efficient  
4 integration of QF resources, which may include at  
5 certain times, backing down other generation.

6 Q Right. But it's other designated network  
7 resources in the area of the QF -- in the  
8 constrained area, correct?

9 A Yes, that would impact the flow on the  
10 relevant path.

11 Q And we have only one, correct?

12 A Correct.

13 Q And you would be asking this Commission to  
14 interpret APS's rights under its FERC Jurisdictional  
15 Legacy Contract in order to assert that we have the  
16 right to redispatch that contract; is that correct?

17 A No. That's not one of the ideas or  
18 proposals, I think, that I have to move past the APS  
19 issue. My ideas and proposals to move past the APS  
20 issue are (1) centered on the fact that it's been  
21 used for .04 percent of the hours over the last five  
22 years, and (2) there are several other scheduling  
23 options and curtailment options and market sales and  
24 power exchange options that could be used to make  
25 sure that APS isn't harmed as a part of that

1 contract, because you don't want to breach the  
2 contract. So it's important to make sure that  
3 they're able to accomplish what they want, which is  
4 to deliver power to Borah-Brady.

5 **Q But we also promised FERC that our NOA**  
6 **Amendment wouldn't affect third-party rights,**  
7 **correct?**

8 A That's correct, but I hope you didn't take  
9 what I just said out of context. What I  
10 characterize as creative ideas, how to address the  
11 APS issue, none of them involve curtailing the  
12 schedule that APS is hoping to deliver to  
13 Borah-Brady. So I don't think that that's  
14 necessary.

15 **Q But all of them involve a FERC**  
16 **Jurisdictional Legacy Contract between APS and**  
17 **PacifiCorp, correct?**

18 A Yes.

19 **Q And in either interpreting or changing the**  
20 **terms of that contract, correct?**

21 A I'm not -- this is getting into an area  
22 where I'm slightly uncomfortable because you're  
23 asking me to opine about a contract from a legal  
24 standpoint. And, frankly, I'm an engineer, so I'm  
25 going to look at it from the perspective of we're

1 talking about .04 percent of the hours for a single  
2 year of contractual overlap. And it seems silly to  
3 build \$400 million of transmission upgrades given  
4 those two things.

5 Q We're in the FERC world, things get a  
6 little silly. You know, at FERC when they're  
7 looking at transmission planning, do they ever look  
8 at actual usage, or do they look at existing  
9 transmission rights, whether used or not?

10 A Explain what you mean by the FERC world.  
11 I could use some clarification there.

12 Q For example, a transmission service study  
13 in determining whether or not there's available ATC  
14 on a transmission path to provide transmission  
15 service. Does FERC look at actual usage or  
16 transmission rights, whether used or not?

17 A Again, I'm having trouble with FERC  
18 looking at it. So when a utility implements the  
19 FERC orders to do studies to evaluate ATC, they're  
20 going to be looking at their generation, generation  
21 on systems around them, the type of system condition  
22 they want to study -- many issues to evaluate if the  
23 transmission system can handle the generation or the  
24 transmission service request that's being asked of  
25 them.

1           Q     **FERC has a specific calculation of**  
2     **available transfer capability, doesn't it?**

3           A     Yes.

4           Q     **And that's reflected in PacifiCorp's OATT,**  
5     **correct?**

6           A     Yes.

7           Q     **In Attachment C?**

8           A     I can't remember the exact attachment.

9                     MS. LINK: If I can provide it to  
10    you, that might be helpful. I don't know if you  
11    would want to mark this as a cross exhibit since  
12    it's part of the OATT, or just a public document.  
13    I'm happy to. It would be Cross Exhibit RMP2.

14                    COMMISSIONER LEVAR: Okay.

15                    (RMP Cross Exhibit No. 2 marked.)

16    BY MS. LINK:

17           Q     **And this is the methodology to assess**  
18     **available transfer capability, correct?**

19           A     Yes.

20           Q     **And the determination of ATC is on page**  
21     **262; is that right?**

22           A     I've got 263.

23           Q     **Mine says 262. But it's the determination**  
24     **of ATC. In the middle of that paragraph it says,**  
25     **"All ATC calculation methodologies derive ATC by**

1 first determining TTC," which is the total transfer  
2 capability of a path, correct?

3 A Yes.

4 Q And it says, expressed in terms of  
5 contract paths, "and reducing that figure by  
6 existing transmission commitments." Correct?

7 A Yes.

8 Q And that includes contractual commitments,  
9 correct?

10 A I think those contractual commitments need  
11 to be represented in transmission products, which  
12 would be network integration transmission service or  
13 point-to-point transmission service. So I think  
14 it's supposed to represent those reservations.

15 Q And under our Legacy Contract with APS, we  
16 have a reservation of 95 megawatts, correct?

17 A Yes. I agree that PacifiCorp -- or more  
18 adequately Rocky Mountain Power -- has a reservation  
19 on this path.

20 Q I'm going to move on because we are way in  
21 the weeds of FERC right now.

22 You also have testified that the  
23 historical usage of the path should be relevant in  
24 this, even though the rights are firm and we have no  
25 ability to not meet our contractual obligations,

1    **you've said that the historical usage indicates that**  
 2    **Glen Canyon should be able to use those rights,**  
 3    **correct?**

4           A       And I think what I've said is basically,  
 5    based off my review of the historical data and the  
 6    way this path has operated and the availability on  
 7    it, that given the limited time frame of the overlap  
 8    of the Glen Canyon Solar interconnection,  
 9    transmission service, and the APS agreements, given  
 10   that that will most likely will be about 12 months,  
 11   that based on the historical usage and how  
 12   frequently the APS option was called on -- or  
 13   infrequently I should say -- ultimately, I don't see  
 14   how any party would not be able to meet its  
 15   obligations under that.

16           Q       If we have a firm obligation to hold  
 17    95 megawatts on that path for APS and under PURPA,  
 18    have to deliver 95 megawatts of the Glen Canyon  
 19    power firm, how can we hold two firm reservations on  
 20    one line for the same capacity under FERC precedent?

21           A       So I've got three proposals in mind right  
 22    now that could potentially address that issue. The  
 23    first proposal --

24           Q       What I'm asking is whether FERC  
 25    precedent -- whether there's a context under FERC

1 precedent where that's permitted, that you know of.

2 A I don't know any precedent that's exactly  
3 to this topic, no.

4 Q And I'm going to hand you -- I don't know  
5 if you were able to see them, but somebody is going  
6 to hand you -- Arizona Public Service Company's  
7 response to Glen Canyon Solar's data request 1.1.  
8 These were just received yesterday, so I don't know  
9 if you had a chance --

10 A You mean the ones that came in very late  
11 last night?

12 Q Yes.

13 A I reviewed them briefly.

14 MS. LINK: And this is Cross Exhibit  
15 RMP 3.

16 (RMP Cross Exhibit No. 3 marked.)

17 COMMISSIONER LEVAR: Could I ask  
18 parties to make sure any exhibits that we have  
19 reviewed so far, that you would make sure and get  
20 copies of all those to the court reporter.

21 BY MS. LINK:

22 Q And in this response to Glen Canyon's  
23 request for information about -- let me give you the  
24 response to their Data Request 1.2 as well, which  
25 would be RMP 4.

1 (RMP Cross Exhibit No. 4 marked.)

2 BY MS. LINK:

3 Q And both of these requests ask about the  
4 past five years of APS's scheduling, basically,  
5 under the Restated Transmission Agreement. Data  
6 Request 1.2 is about PACE to Glen Canyon 2, and Data  
7 Request 1.1 is PACE to Four Corners, correct?

8 A Yes, that's correct.

9 Q And the response of 1.2, APS states,  
10 "APS's contractual rights under the Restated  
11 Transmission Agreement are not limited to its actual  
12 usage of the Pace-Glen Canyon 2 transmission  
13 contract path, nor is APS's past usage of the  
14 Pace-Glen Canyon 2 transmission contract path  
15 necessarily indicative of its future usage." Is  
16 that correct?

17 A That's what it says.

18 Q So, now, I'd like you to turn to your  
19 surrebuttal testimony. I'd like to walk through  
20 your allegations about PacifiCorp's treatment of its  
21 new -- potential new wind resources -- versus  
22 treatment of QFs. And so I'm going to start on page  
23 15, lines 317 to 321. You state that "Before  
24 PacifiCorp announced its intention to build these  
25 new wind and transmission resources, QF developers



1 asking to interconnect with PacifiCorp's Wyoming  
2 transmission facilities in this area were told they  
3 could do so only if the Gateway West and  
4 Gateway South transmission segments were built at a  
5 reported cost of billions of dollars." Is that  
6 correct?

7 A Yes, that's correct.

8 Q And you cite in footnote 13, you cite to  
9 an interconnection study -- which I'm presuming was  
10 a QF interconnection study -- and it states on  
11 page 2 of that study, it said, "The Energy Gateway  
12 West (2024) and Energy Gateway South (2024) projects  
13 are assumed to be in service." And I assume that's  
14 what you're meaning when you say they were told they  
15 could only do so if Gateway West and Gateway South  
16 transmission segments were built, correct?

17 A Really, what I'm trying to convey here is  
18 when these QF projects were studied, at this time,  
19 in order for them to purportedly deliver their  
20 output to Rocky Mountain Power load, it would  
21 require the construction of the entirety of Gateway  
22 West and Energy Gateway South. And I'm attempting  
23 to contrast that now with where the Company  
24 currently is, which is that only a portion of  
25 Gateway West will need to be built for non-QF

1 resources in order to deliver them to load. And, to  
2 me, that seems inconsistent.

3 Q And I'm going to start with an excerpt  
4 from the direct testimony of Cindy Crane in Docket  
5 17-035-40, and that's the same docket that you  
6 quoted testimony from Mr. Vail and Mr. Link,  
7 correct? I'm on page 3 of that testimony, line  
8 48 -- lines 47 to 49. It says, "The transmission  
9 projects and wind projects are mutually dependent on  
10 one another. The wind projects rely on the  
11 transmission projects for interconnection to the  
12 Company's transmission system." So based on this,  
13 is it your understanding that PacifiCorp is  
14 asserting that we are making any claims about  
15 deliverability based solely on the construction of  
16 Aeolus to Bridger/Anticline segment? Or are we  
17 simply saying it allows new wind facilities to  
18 interconnect, potentially?

19 A Well, presumably you wouldn't be  
20 interconnecting the resources or going through all  
21 that expense unless they could serve your load, so  
22 I'm making some inferences here.

23 Q I know. That's what I want to challenge,  
24 because at this point you say we're clearly going to  
25 treat these wind projects differently. So, first,

1 here you said, "QF interconnections were showing  
2 that that needed to be built, but non-QF,"  
3 footnote 14, "were different." And I'm going to  
4 hand you the study that you cite in footnote 14,  
5 which is the Large Generator Interconnection  
6 Facility Study Report for Interconnection  
7 Customer 0707. And on page 2, which is the page you  
8 cite, this study -- which you claim does not rely on  
9 the Gateway West to South transmission segments  
10 being built -- states in the sixth bullet, "All  
11 system improvements associated with prior queued  
12 projects, including the Transmission Provider's  
13 Gateway West and South projects, are assumed in  
14 service before 0707."

15 A Is that the highlighted portion here?

16 Q Yes.

17 A Yes.

18 Q So it includes the same assumption as this  
19 QF. The Energy Gateway West and Gateway South  
20 projects are assumed to be in service?

21 A Yes, they're assumed in service.

22 Q And then I'm also going to give you a  
23 Large Generator Interconnection Study Report for  
24 Interconnection 0708. And I'll give you a second  
25 just to note that this is not a qualified facility

1 interconnection, and they have selected Energy  
2 Resource Service. Do you see that?

3 A Yes.

4 Q And based -- on the same page, 2, as the  
5 others under Study Assumptions, in the fourth  
6 bullet, do you see that this has exactly the same  
7 language as the language included in the QF  
8 interconnection study that you cite in footnote 13?

9 A Yes.

10 Q We are running into time constraints with  
11 Ms. Brown, so I think I'm going to end with one  
12 final question. Page 16 of your testimony, you  
13 claim that there's some interconnection queue  
14 numbers that you list where you say you believe  
15 those may include some of the PacifiCorp's planned  
16 Wyoming wind benchmark bids which have been studied  
17 as both ER and NR; is that right? At the top of the  
18 page, 324 to 326, page 16.

19 A Yes.

20 Q What's your basis for believing that those  
21 are benchmark resources?

22 A I believe that the Company has provided  
23 information about the nature of the benchmark  
24 resources in terms of their size and their location,  
25 and you can review that in the queue and come to

1 some conclusions.

2 Q Okay. But it doesn't say they are  
3 benchmark resources, correct?

4 A No.

5 Q It doesn't identify specific projects,  
6 does it?

7 A No. That's analysis.

8 Q But we also have an RFP issued to the  
9 market, correct?

10 A I'm aware.

11 Q That is asking for exactly the type of  
12 resource that the benchmark resource happens to also  
13 be, correct? I know that was a hard question. So  
14 the benchmark resources are going to be bid into  
15 that RFP, and so the RFP is seeking others with  
16 similar resources to bid into it as well, correct?

17 A Yes.

18 Q So there could be lots of different  
19 projects in the queue that could meet those general  
20 points that you use to determine that you thought  
21 these might be benchmarks?

22 A Yes, there are.

23 Q And you say -- my last little question --  
24 on 326 to 330, you say that "Using both ER and NR  
25 interconnection will allow separate identification

1 of interconnection-related facilities and upgrades  
 2 that must be constructed to accommodate  
 3 interconnection of the new wind resources and  
 4 deliverability-related facilities and upgrades that  
 5 can be avoided through the use of existing  
 6 transmission rights and redispatch of other  
 7 resources." Correct?

8 A I'm sorry. I'm not sure --

9 Q It's right under the point we were just  
 10 looking at, 327 to 330.

11 A Yes. So what I'm trying to convey there  
 12 is the notion that the resources that will  
 13 potentially be connected on an ER basis are  
 14 benefiting and really able to do so through, really,  
 15 the application of the same redispatch assumptions  
 16 that Glen Canyon is seeking for their QF. And so  
 17 the argument is to simply apply the same philosophy  
 18 that's being applied for the Company for the Glen  
 19 Canyon Solar projects.

20 Q These interconnection queue numbers,  
 21 they're non-QFs, correct?

22 A Yes, that's correct.

23 Q So this is interconnection governed by  
 24 FERC principles, correct?

25 A Yes.

1           Q     And we've already reviewed that under the  
2     FERC principles, interconnection studies do not look  
3     at specific deliverability of a specific resource on  
4     a specific path to specific load, do they?

5           A     No. They look at the aggregate of  
6     generation in the area being delivered to the  
7     aggregate of network load of the transmission  
8     provider.

9           Q     And under FERC Jurisdictional  
10    Interconnections, interconnection studies do not  
11    consider redispatch, do they?

12          A     No.

13                   MS. LINK: Thank you. That's all I  
14    have.

15                   COMMISSIONER LEVAR: I think what  
16    we'll do is take a short ten-minute break, and then  
17    we'll give the Division an opportunity for  
18    cross-examination when we return.

19                   (A brief recess was taken.)

20                   COMMISSIONER LEVAR: We're back on  
21    the record and -- did you have something?

22                   MS. LINK: I'm sorry. I forgot to  
23    mark the last couple of cross exhibits and then  
24    offer them for admission into the record.

25                   COMMISSIONER LEVAR: Sure. If you

1 would like to go ahead and do that and I'll see if  
2 there's any objection from anybody on the motion to  
3 admit.

4 MS. LINK: We left off at RMP 4.  
5 RMP 5 would be the direct testimony of  
6 Cindy A. Crane in Docket 17-035-40; RMP 6 would be  
7 the Large Generator Interconnection Study Report for  
8 Interconnection Customer 0707; and RMP 7 would be  
9 that same type of report for Interconnection  
10 Customer 0708.

11 (RMP Cross Exhibit Nos. 5 through 7 marked.)

12 COMMISSIONER LEVAR: If anyone  
13 objects to any of those cross exhibits into the  
14 record, please indicate to me.

15 MR. DODGE: Mr. Chairman, perhaps  
16 this would go unsaid, but I feel the need to, in  
17 terms of introducing them as exhibits, for example,  
18 Rocky Mountain Power's Cross 3 and 4, which are  
19 APS's data responses, is not proper testimony before  
20 this Commission. There's no sworn testimony to that  
21 effect. APS did not submit it as evidence. In my  
22 view, it can be admitted only as illustrative, to  
23 illustrate the questions being asked of the witness,  
24 but not as testimony in its own right. And I would  
25 say the same is true of Ms. Crane's -- Cross Exhibit



1 No. 5, Ms. Crane -- it can properly be used to show  
2 the questions that were in the asked or answered but  
3 not as testimony or evidence in its own right. With  
4 that qualification, I don't object to receiving  
5 them.

6 COMMISSIONER LEVAR: I think that  
7 qualification would generally apply to any exhibit.  
8 In a cross-examine exhibit, they're not entered as  
9 sworn testimony. But, any objection to that  
10 clarification?

11 MS. LINK: No.

12 COMMISSIONER LEVAR: With that the  
13 motion is granted. And you're concluded with your  
14 cross examination?

15 MS. LINK: I am.

16 COMMISSIONER LEVAR: Mr. Jetter.

17 CROSS-EXAMINATION

18 BY MR. JETTER:

19 Q I have a very brief question and we can  
20 move on. It's my understanding -- and maybe correct  
21 me if I'm wrong -- that at this point, Glen Canyon  
22 Solar A and Glen Canyon Solar B are seeking either  
23 an ER interconnection or something other than the  
24 standard FERC NRA interconnection that would be  
25 governed by this Commission; is that correct?

1           A     Let me give a little more context to the  
2     nature of the request, which is, essentially to have  
3     the interconnection studies done in a consistent  
4     manner with a transmission service study which,  
5     presumably, would assume redispatch and the use to  
6     the existing Rocky Mountain Power transmission  
7     rights. The reason that, really, this whole  
8     proceeding unfolded is largely tied to -- I don't  
9     want to call it a fundamental flaw -- but a process  
10    hang-up with Schedule 38. As a lot of my testimony  
11    has alluded to, it is an obligation and  
12    responsibility of Rocky Mountain Power to arrange  
13    for transmission service for the QF resource, and  
14    the only way that we can understand the nature of  
15    that transmission service is through a transmission  
16    service study. However, that study has yet to be  
17    performed, and I don't know when it is going to be  
18    performed. Now, we have an interconnection study  
19    unfolding and as a part of that interconnection  
20    study, it's important to understand how Rocky  
21    Mountain Power intends to deliver the output of the  
22    resource to their load. And so what we're trying to  
23    do is realign these two thing and create a study  
24    process that allows synergy for those two decisions.  
25    Does that clarify what the request and the intent of

1 it is?

2 Q I think I'm still a little bit unclear.  
3 My understanding from initially reading the  
4 testimony -- I'm just trying to clarify this  
5 probably for the Division's understanding, if  
6 anything -- that sPower was seeking a network  
7 resource type or network resource interconnection  
8 and seeking a request that Rocky Mountain Power  
9 submit a request for that study assuming redispatch,  
10 and that it sounded like -- what I heard in your  
11 testimony and what I'm trying to clarify is -- is it  
12 possible that you're seeking an energy resource  
13 interconnection or something different from the  
14 standard network resource interconnection as a  
15 result of that study, or is it still the network  
16 resource interconnection that you're seeking?

17 A I think under, maybe, a different process  
18 and a different project if we were going to redo the  
19 whole thing and have a different PPA and restart,  
20 maybe it would be a request for an energy resource  
21 interconnection study. But, you're right, it is  
22 still a request for a network resource  
23 interconnection study, but one that's tweaked for a  
24 QF because we want represented in that study the  
25 means through which Rocky Mountain Power will

1 deliver the output so those deliverability-driven  
2 costs don't end up on the QF. That decision and  
3 responsibility remains with Rocky Mountain Power.  
4 That the intent of the nuanced network resource  
5 interconnection study.

6 **Q Thank you. That clarifies it.**

7 MR. JETTER: I have no further  
8 questions.

9 COMMISSIONER LEVAR: Thank you. Any  
10 redirect?

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

12 REDIRECT EXAMINATION

13 BY MR. DODGE:

14 **Q Would you clarify -- is what you**  
15 **understand Glen Canyon Power to be asking here is to**  
16 **direct the Utility how it uses its resources, or**  
17 **rather is it how it does its study and what**  
18 **assumptions it uses in doing an interconnection**  
19 **study? Which of those is your understanding of Glen**  
20 **Canyon's request here?**

21 **A** My understanding of their request is that  
22 it is not to determine or predispose or direct Rocky  
23 Mountain Power how to use their resources or  
24 transmission, it is really simply to reflect what  
25 they see as an efficient approach towards how the

1 transmission system might be used in their  
2 interconnection study. So it really is about simply  
3 doing an interconnection study with a certain set of  
4 assumptions.

5 Q You were asked about and referenced the  
6 number of -- the percentage of time that the APS's  
7 call option on the Glen Canyon to PACE path was  
8 used, and I believe you reflected that in a  
9 percentage, .04 percent --

10 MS. LINK: Objection. I did not ask  
11 him about the amount of time that it's actually  
12 used. He offered it, but it was not part of my  
13 cross examination.

14 MR. DODGE: Certainly within the  
15 scope of what he was asked about and what he  
16 responded to.

17 MS. LINK: I actually explicitly  
18 tried to avoid actual usage.

19 MR. DODGE: I'll ask your witness  
20 because it's an exhibit. If you want to be silly  
21 about it, that's fine.

22 MS. LINK: I'm not trying to be  
23 silly, I just didn't ask him about actual usage.

24 MR. DODGE: I'll withdraw the  
25 question. It's in the record. I'm just trying to

1 clarify so the Commission would have a little  
2 clarity, but that's not the goal here.

3 BY MR. DODGE:

4 Q You were asked also about -- asked about  
5 options -- well, I don't know, maybe you weren't  
6 asked about this. I guess I'd have to go back on  
7 the record. Subject to check, you indicated that  
8 you had some ideas about how this could be done in a  
9 study context, and I think you tried a few times to  
10 give answers as to some option you had come up with,  
11 and I don't think you were allowed to finish those.  
12 I'd like to you to tell us if you did finish those  
13 and, if not, to explain them.

14 A No, I didn't get a chance to review some  
15 of the options that I would propose to move forward  
16 with this. The options that I would propose to move  
17 forward -- and they're all centered around the APS  
18 issue and the contractual obligation -- there's  
19 really three options that we have identified.

20 The first of which is to -- given the  
21 rarity in terms of when APS uses their call option  
22 on the Glen Canyon scheduling point -- given that  
23 that rarely happens -- and even when it did happen,  
24 historically, there was still sufficient non-firm  
25 transmission to deliver a project the size of the

1 Glen Canyon Solar -- even when they're using it, we  
2 could have still delivered this resource. If that  
3 were to happen and there were not sufficient  
4 non-firm rights and APS did make the call option, we  
5 could characterize that as an emergency reliability  
6 event under the Power Purchase Agreement and Glen  
7 Canyon Solar could be curtailed. But I think we are  
8 confident that that would be a rare event akin to an  
9 emergency situation. That's the first option.

10 The second option really ties back to a  
11 discussion that I had about what's the true  
12 requirement of the contract. The true requirement  
13 of the contract is, as I read it, is for APS to say  
14 really, I want to get this much power to Borah-Brady  
15 in Idaho. And there's a lot of creative ways to do  
16 that around power swaps and scheduling swaps. One  
17 idea would be to curtail the APS schedule at Glen  
18 Canyon, but do no harm to APS by making up that  
19 schedule with Rocky Mountain Power generation  
20 resources for those hours and for the amounts it was  
21 requested, thereby making APS whole on their  
22 commitment to deliver power to Borah-Brady. That's  
23 another option that the issue could be resolved.

24 The final option is to not do what I just  
25 suggested, not curtail the resources, not schedule

1 different power, and let the APS schedule go through  
2 Glen Canyon and then for those hours, attempt to  
3 market or otherwise sell the Glen Canyon energy  
4 going south into the southwest market. So those are  
5 three proposals to potentially overcome this  
6 one-year issue that happens very rarely.

7           **Q     You were asked about the number of**  
8 **designated resources on this specific path. And**  
9 **somewhat consistent with what you were just**  
10 **testifying about, are there other ways of**  
11 **redispatching resources to accommodate the**  
12 **possibility of APS directly using all of its rights**  
13 **and all of the other rights on this particular path**  
14 **being used and still allow the Glen Canyon power to**  
15 **be redelivered?**

16           **A     Yes. There's -- because of the amount of**  
17 **transmission capacity rights that Rocky Mountain**  
18 **Power holds at Four Corners, there's other**  
19 **redispatch options that could be implemented to**  
20 **ensure that all parties are able to discharge their**  
21 **obligations. That includes Rocky Mountain Power's**  
22 **obligation to deliver the QF output, APS's call**  
23 **option right, and Glen Canyon's ability and right to**  
24 **inject their resource at the point of the**  
25 **interconnection.**



1           Q     And would the solutions you propose cause  
2     any damage? Are you proposing any damage to APS or  
3     inability of them to schedule when they choose to on  
4     this path, or to Borah-Brady?

5           A     The solutions that I propose, I don't see  
6     any damage that's done to APS through my  
7     interpretation of the contract.

8           Q     Do the avoided cost runs done for this  
9     project suggest redispatch of other resources, at  
10    least from a pricing model perspective, that also  
11    might be available in realtime to accommodate this  
12    project?

13          A     Really, the way I'll interpret that  
14    question is that the avoided cost model runs I think  
15    were done appropriately and accurately, and did  
16    account for the APS agreements and I think did  
17    account for them at the appropriate location given  
18    how infrequently they are scheduled on the Glen  
19    Canyon line. So with that being said, I don't think  
20    there's anything else that you would want to  
21    represent and incorporate into the avoided cost  
22    model.

23          Q     You were asked a series of questions about  
24    Rocky Mountain Power's Cross Exhibit 6 and 7, and  
25    I'd like to focus first on 6, which is for Q0707.

1 And I'll take you back to your surrebuttal testimony  
2 where your point was made and Ms. Link asked you,  
3 first of all, about your reference to the queue  
4 position 409, and was that resource a QF?

5 A Yes.

6 Q And as a QF, what kind of interconnection  
7 does Rocky Mountain Power require?

8 A They're asserting the resource as a pure  
9 network resource interconnection with no system  
10 redispatch.

11 Q And you indicate that the study in this  
12 regard says that it will assume the construction of  
13 the entire Gateway South and West projects; is that  
14 right?

15 A Yes, because -- and our study requires, of  
16 course, as I have contended, a notion of  
17 deliverability from the aggregate of generation to  
18 the aggregate of load, it does require the  
19 construction of those resources to facilitate that  
20 interconnection.

21 Q And as you understand it, would PacifiCorp  
22 Transmission allow this queue 409 to connect to its  
23 system without first having Gateway West or South  
24 construction?

25 A No. I understand that they would require

1 those two facilities to be constructed in order for  
2 that QF to move forward.

3 Q Now, let's move to Q0707 that you were  
4 asked about, and on page 1 of that document, it  
5 indicates it's not a QF, and it's being studied as  
6 an energy resource interconnection, right, distinct  
7 from 409 which was a network resource  
8 interconnection because it's a QF?

9 A Yes, yes. This is an ER interconnection.

10 Q And then Ms. Link had you refer to a  
11 bullet point of assumptions about the prior queue  
12 positions -- or all the facilities identified in  
13 prior queue positions having been built, including  
14 Gateway; is that right?

15 A Yes.

16 Q Is it your understanding that for this  
17 particular customer to actually interconnect with  
18 PacifiCorp, it would need to await the construction  
19 of Gateway South or Gateway West?

20 A My understanding is that since this  
21 project was being studied as an ER interconnection,  
22 that the inclusion of Gateway West and South  
23 wouldn't have a material impact on the findings of  
24 that interconnection study. This statement here  
25 that Gateway West and South projects were included

1 in the study is certainly correct, but my sense is  
2 that this project be able to move forward without  
3 the full build of those two projects, unlike the QF  
4 project.

5 Q And why is that?

6 A Because this is an energy resource  
7 interconnection, and my sense is that it will be  
8 incorporated into the system through redispatch and  
9 backing down to Bridger and the other arguments that  
10 I have alluded to.

11 Q You were also asked about the reference to  
12 PacifiCorp's benchmarks and bids and its current  
13 pending in the Wyoming wind process. Is it your  
14 understanding that those will have to await the full  
15 construction of Gateway until 2024 before they can  
16 be constructed or that they will be allowed to  
17 interconnect as ER interconnections and use resource  
18 dispatch to take the loads? Do you have an  
19 understanding of that?

20 A My understanding is that many of those  
21 projects are being studied as either/or NR, ER, and  
22 some are just being studied as ER. And the  
23 conclusion that I get from that is that the ERs will  
24 be able to go forward without the full construction  
25 of Gateway West and Gateway South.

1 MR. DODGE: Thank you. I have no  
2 further questions.

3 COMMISSIONER LEVAR: Thank you. Any  
4 recross?

5 MS. LINK: Yes, please.

6 RECROSS EXAMINATION

7 BY MS. LINK:

8 Q So let's start where you just finished.  
9 There's, again, an RFP for the new winds resources  
10 currently, correct?

11 A Yes.

12 Q They have not been selected yet, correct?

13 A They have not.

14 Q So we have no idea whether they will be  
15 studied as ER or NR, do we, because we haven't  
16 identified them yet?

17 A No, the projects have not been selected.  
18 I think what I was alluding to is there are many  
19 projects in the area moving forward with ER  
20 interconnections and some with NR interconnections  
21 and some with both.

22 Q That's a bold statement because, actually,  
23 as these two studies show, 707 and 708, the language  
24 we're looking at that's identical to the language in  
25 the QF study indicates exactly the same thing in

1     **this study as it did in the QF study, that these**  
 2     **projects need the assumption that Gateway South and**  
 3     **Gateway West have been built in order to be**  
 4     **interconnected, correct?**

5           A     I don't have a study yet that's made that  
 6     conclusion.

7           Q     **That's what -- this is the same spot, it's**  
 8     **page 2, Study Assumptions, same spot in these**  
 9     **studies which look the same whether it's ER, NR, QF,**  
 10    **or non-QF, that has exactly the same language,**  
 11    **particularly in 708 where it's word-for-word the**  
 12    **same language as your QF study.**

13          A     I guess what I'm saying is that I would  
 14    argue that interconnection customers like queue  
 15    number 707 will likely, at some point, be restudied  
 16    with the transmission configuration that does not  
 17    include Gateway West and Gateway South and will be  
 18    studied as an ER interconnection, and those ER  
 19    interconnection upgrade costs will be very similar,  
 20    if not identical to the costs that are identified in  
 21    this study. That's what I'm purporting.

22          Q     **That's a lot of assumptions, though.**

23          A     I think they're reasonable, based on my  
 24    expertise.

25          Q     **After, the Company spends \$700 million to**

1 build a line in order to facilitate the  
2 interconnection, correct?

3 A I don't understand that the transmission  
4 line facilitates an ER interconnection; I understand  
5 that it will facilitate delivery of the output of  
6 that generation to load.

7 Q No. And we can go through the testimony  
8 if you like, but that's exactly what we talked about  
9 earlier during cross-examination, that the line --  
10 remember we talked about Cindy Crane's testimony,  
11 and that the new line is being proposed to allow  
12 interconnection of the new wind, correct?

13 A I can't confirm that that is technically  
14 the case, without having seen the study.

15 Q Again, the new one hasn't been identified,  
16 but are you willing to accept -- I don't have that.  
17 I didn't expect us to go here because I wasn't  
18 expecting you to assert that they were necessary for  
19 delivery, so I didn't bring all the testimony from  
20 EB 2020 or all the data requests, but suffice it to  
21 say, you haven't been part of that case yet, have  
22 you?

23 A ER interconnections --

24 Q That wasn't my question.

25 A -- use transmission --

1           Q     You haven't been part of that case, have  
2     you?

3           A     Which case are you referring to?

4           Q     The EB 2020, Docket 40.

5           A     No. I have not reviewed all the materials  
6     as part of that case.

7           Q     Or asked any data requests about whether  
8     or not any resource today can interconnect behind  
9     that constraint without the new line?

10          A     No. Some of the inferences I'm making  
11     here are centered around, really, the discussion  
12     that we had at the onset around the difference  
13     between ER and NR interconnections.

14          Q     This is an ER study. 707 and 708 are ER  
15     studies that are saying those need to be there to  
16     interconnect. Do you understand that?

17          A     I don't see that this study is saying that  
18     those resources need to be there to interconnect. I  
19     see the study saying this ER interconnection, this  
20     is the cost of that, and these transmission  
21     facilities were included in the study ahead because  
22     they were queued ahead.

23          Q     And that's exactly the same thing that  
24     Q409 said. And you claim that means because it's a  
25     QF they can't interconnect?



1           A     It's an NR resource. I don't think that  
2     you would allow it to move forward.

3           Q     But the language is the same about the  
4     study assumption. You're using the same language  
5     and the same portion of the interconnection study to  
6     make completely different conclusions.

7           A     The conclusions are different because the  
8     type of interconnections are different.

9                   MS. LINK: Except the language is the  
10    same.

11                  MR. DODGE: Object. Asked and  
12    answered six times now.

13                  COMMISSIONER LEVAR: Do you want to  
14    respond to the objection?

15                  MS. LINK: I think I'm not quite  
16    getting my question out the way I mean it, so that's  
17    obviously my problem. But I will let that go.

18                  COMMISSIONER LEVAR: You're going to  
19    move on to a different question?

20                  MS. LINK: Yes.

21    BY MS. LINK:

22           Q     On redirect, Mr. Dodge asked you to finish  
23    your statement about the three options that you see.  
24    Were those three options set forth in the Request  
25    for Agency Action in this docket?

1           A     No. Those are at a level of granularity  
2     and detail that wasn't included in that.

3           Q     None of the assumptions that you're  
4     building into those three options was studied as  
5     part of the avoided cost pricing or the  
6     interconnection process, were they?

7           A     First, I don't think anything that I  
8     mention in that is relevant to avoided cost pricing,  
9     so that's my answer to that question. And in terms  
10    of the interconnection study, it hasn't been  
11    completed, and I think that is what's being asked of  
12    Glen Canyon Solar is an interconnection study that's  
13    representative of some of these scenarios.

14          Q     And they weren't in your written, prefiled  
15    testimony, were they? The three options?

16          A     No. The three options are really just a  
17    practical approach of trying to solve a problem that  
18    exists for a matter of months and infrequently  
19    happens, so they're suggestions.

20          Q     And you said, again, that it exists for a  
21    matter of months. That assumes that Cholla Unit 4  
22    closes, correct?

23          A     Yes. That's the assumption that that is  
24    based off of because that would trigger, basically,  
25    the end of the APS agreements.

1           Q     But there is currently no -- that was  
2     based on our 2017 IRP, correct?

3           A     Yes.

4           Q     But that IRP explicitly states that --  
5     pending assumptions -- there's no firm commitment to  
6     close the resource, correct?

7           A     Yes, but I would argue it's an IRP  
8     assumption just like everything that goes into most  
9     proceedings, including the avoided cost model, so  
10    it's an operating, forward-going planning assumption  
11    that I'm referencing.

12          Q     That's an interesting one. So according  
13    to you, the assumptions that go into an avoided cost  
14    model are operating assumptions? Planning  
15    assumption?

16          A     Let me re-clarify what I said. I'm  
17    operating under the assumption that those are  
18    included in the avoided cost model.

19          Q     What is?

20          A     IRP updates and information from the IRP.  
21    Is it not?

22          Q     Certain updates, yes. And if Cholla 4  
23    didn't close in 2020, then we'd be even in more of a  
24    pickle, wouldn't we? Rather than just a few months  
25    of not honoring our contractual obligations, it

1 would be potentially years, correct?

2 A I think -- if you review the contract -- I  
3 think the upward limit is around two to maybe two  
4 and a half years where those contracts do have an  
5 end date, and their termination is tied to some of  
6 the WAPA agreements, I believe.

7 Q But earlier we talked about the fact that  
8 you know of no FERC precedent that allows us even  
9 for a few months to hold two firm reservations over  
10 one set of 95-megawatt rights.

11 A I continue to contend that it's the same  
12 reservation held by Rocky Mountain Power, perhaps  
13 used for two purposes for a short period of time,  
14 with one having precedent over the other that the  
15 counter parties of one of those is willing to accept  
16 that risk, potentially.

17 Q So Rocky Mountain Power -- I'm trying to  
18 understand how that would ever work under FERC  
19 precedent -- Rocky Mountain Power would be able to  
20 somehow firmly hold the same firm 95-megawatt  
21 transmission rights for the benefit of two different  
22 entities. Do you know of any FERC precedent that  
23 allows somebody to hold one set of firm rights for  
24 two entities?

25 A In the same way I think that a network

1 operating agreement allows you to hold transmission  
2 rights for two generators that are in excess of that  
3 transmission capacity, that same flexible approach  
4 could be applied here.

5 Q That is our network transmission rights  
6 and our designated network resources that that NOA  
7 Amendment applies to, correct?

8 A Yes.

9 Q It explicitly does not apply to third  
10 parties, correct?

11 A I understand that the APS agreement is and  
12 functions as a designated network resource, as I  
13 thought we discussed earlier.

14 Q Yes, but it's still a third party right  
15 over our transmission right, essentially, their call  
16 on our transmission rights, correct?

17 A That is a designated network resource as  
18 would Glen Canyon.

19 MS. LINK: Thank you, Mr. Moyer.  
20 That's all I have.

21 COMMISSIONER LEVAR: Thank you.  
22 Mr. Jetter, do you have any recross?

23 MR. JETTER: No, thank you.

24 COMMISSIONER LEVAR: Commissioner  
25 Clark, do you have any questions for Mr. Moyer?

1 COMMISSIONER CLARK: No questions.

2 COMMISSIONER LEVAR: Commissioner

3 White?

4 BY COMMISSIONER WHITE:

5 Q This harkens back to a couple of hours  
6 ago. I think you were explaining the potential  
7 options for this issue, and you mentioned the  
8 concept of doing so in a non-discriminatory manner.  
9 So are we talking about discrimination against  
10 sPower as compared to another QF? Is it another  
11 transmission customer? I'm trying to understand how  
12 you're -- the potential discrimination you're  
13 talking about.

14 A I think some of the discrimination issues  
15 are really centered around different resources. If  
16 they're from the Company and they're being  
17 integrated into the transmission system in a certain  
18 fashion through transmission service and  
19 interconnection service, they seem to be getting  
20 more flexible approaches to that integration than  
21 what the Glen Canyon Solar QFs are being offered,  
22 which is a very strict and rigid process that we  
23 can't go out of the bounds of anywhere, effectively.  
24 Where, in contrast, we look at what's going on in  
25 Wyoming where it appears to be a more flexible

1 process where we have certain types of  
2 interconnections and certain types of transmission  
3 service and dispatch of generation to really just  
4 get it all onto the system. So we're really asking  
5 for that same notion to be applied to the Glen  
6 Canyon Solar projects.

7 Q So is it fair to say it's a comparison  
8 against the merchant, RMP, as well as a transmission  
9 customer as compared to the same role that sPower is  
10 in, I guess, an interconnection queue as to how  
11 they're treating the potential interconnection study  
12 process?

13 A Yes. I think that's right. And a lot of  
14 hang-up comes into play when the interconnecting  
15 customer and the transmission customer are the same  
16 entity. There's a lot more flexibility there. But  
17 in the Glen Canyon Solar case, the interconnection  
18 customer is different than the transmission service  
19 customer, so if they want to do certain things in  
20 the interconnection study, they need the  
21 transmission customer's cooperation and clearly if  
22 they had that, we wouldn't be here today.

23 COMMISSIONER WHITE: I have no  
24 further questions.

25 COMMISSIONER LEVAR: I don't have any

1 other questions. Thank you, Mr. Moyer.

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

3 That's all that Glen Canyon Solar has.

4 COMMISSIONER LEVAR: Thank you. I  
5 think we'll move to Rocky Mountain Power next.

6 MS. LINK: Rocky Mountain Power would  
7 like to call Kelcey Brown.

8 KELCEY BROWN,  
9 having been first duly sworn to tell the truth, was  
10 examined and testified as follows:

11 DIRECT EXAMINATION

12 BY MS. LINK:

13 Q Good afternoon, Ms. Brown. Could you  
14 please state your name for the record?

15 A Kelcey Brown.

16 Q And by whom are you employed?

17 A PacifiCorp.

18 Q And in what capacity?

19 A I'm the director of market policy and  
20 analytics.

21 Q And you're here today on behalf of --

22 A PacifiCorp Energy Supply Management.

23 Q And did you submit prefiled testimony in  
24 this docket, both direct and rebuttal, and  
25 surrebuttal?



1           A       Yes, I did file both direct and  
2       surrebuttal testimony in this proceeding.

3           Q       You did not do rebuttal, just direct and  
4       surrebuttal. Do you have any corrections to that  
5       testimony?

6           A       I do not.

7           Q       And if I asked you the same questions  
8       today, would your answers be the same?

9           A       They would.

10                   MS. LINK: I move to admit  
11       Ms. Brown's prefiled testimony into the record.

12                   COMMISSIONER LEVAR: If anyone  
13       objects to this motion, please indicate to me. I'm  
14       not seeing any objections, so the motion is granted.  
15       BY MS. LINK:

16           Q       Ms. Brown, do you have a summary of your  
17       testimony for us today?

18           A       I do. Thank you, Chairman LeVar,  
19       Commissioner White, Commissioner Clark, for the  
20       opportunity to testify here today.

21                   I'm here to discuss and testify about the  
22       Glen Canyon Solar request to utilize PacifiCorp's  
23       Energy Supply Management, or ESM's 95 megawatts of  
24       transmission rights from the Glen Canyon Solar  
25       substation to the Sigurd substation through

1    redispatch assumptions in its interconnection  
2    studies. Mr. Vail will also discuss at length the  
3    reasons this was not an appropriate way to study  
4    interconnection requests, and even if that were not  
5    the case, I will also explain why Glen Canyon cannot  
6    use ESM transmission rights on that path.

7            First, the largest reason is because  
8    Arizona Public Service Company, or APS, has a  
9    transmission call right on the Glen Canyon-Sigurd  
10   path under FERC's Jurisdictional Transmission  
11   Contract. This means that ESM has to make its  
12   transmission rights on that Glen Canyon path  
13   available to APS anytime APS chooses to exercise  
14   that option. Therefore, ESM cannot also deliver  
15   Glen Canyon power using those same transmission  
16   rights because QFs are not curtailable. This means  
17   that Glen Canyon's request to utilize PacifiCorp's  
18   ESM rights on that path through some sort of  
19   interconnection redispatch assumption would  
20   effectively usurp the APS's right on that path.  
21   More specifically, PacifiCorp ESM cannot bar APS  
22   from using that Glen Canyon substation and simply  
23   redirect them to the Four Corners substation as  
24   suggested by Glen Canyon.

25            The contract, or the Restated Transmission

1 Agreement, specifically states that APS has the  
2 right to call on the Glen Canyon to the Borah or  
3 Brady -- those are two separate substations  
4 actually -- and to allow the Glen Canyon qualified  
5 facility to locate at the Glen Canyon substation and  
6 utilize PacifiCorp's transmission rights on that  
7 path will clearly violate APS's call right.

8 Second, ESM does not hold a type of  
9 transmission service during the summer to apply the  
10 type of redispatch option that Glen Canyon wants  
11 incorporated into its interconnection studies. The  
12 redispatch assumptions are associated with network  
13 transmission rights. And these rights are something  
14 that PacifiCorp ESM only has during the winter  
15 months to facilitate the exchange agreement, which  
16 is the designated network resource. In the summer  
17 months, PacifiCorp only has point-to-point rights on  
18 that path which it uses to facilitate the APS  
19 contract rights.

20 ESM -- sorry. The NOA Amendment  
21 redispatch simply does not work with point-to-point  
22 transmission service. For these reasons, Glen  
23 Canyon is asking PacifiCorp to take actions that are  
24 inconsistent with its contractual requirements and  
25 its NOA Amendment, and therefore inappropriate and

1 impossible.

2 MS. LINK: With that, Ms. Brown is  
3 ready for cross examination.

4 COMMISSIONER LEVAR: Thank you.  
5 Mr. Dodge or Mr. Russell?

6 MR. RUSSELL: I'll handle this one.  
7 Thank you, Mr. Chair.

8 CROSS-EXAMINATION  
9 BY MR. RUSSELL:

10 Q I'm going to ask you a question about the  
11 last point that you made, which is that the NOA  
12 redispatch simply does not work with point-to-point  
13 transmission. Can you explain why?

14 A So the way the network -- or the  
15 NICS Agreement, the Network Interconnection Service  
16 Agreement -- the way that works is PacifiCorp  
17 utilizes network transmission to deliver to load.  
18 It's the most efficient use of the transmission to  
19 serve our load. For point-to-point rights,  
20 PacifiCorp will facilitate wholesale sales,  
21 wholesale purchases, market activities. Those are  
22 not allowed to be used on network transmission. And  
23 so the redispatch assumptions or qualifying  
24 facility, then, must utilize network transmission to  
25 be delivered to load.

1           Q     Doesn't a typical redispatch -- I  
2     understand that there's been a lot of use of the  
3     word redispatch, it's not always intended to be the  
4     NOA redispatch -- but doesn't an avoided cost study  
5     assume a backdown of market purchases?

6                     MS. LINK:  Objection.  I don't  
7     believe this is in the scope of Ms. Brown's direct.  
8     The avoided cost modeling is Mr. MacNeil.

9                     MR. RUSSELL:  I understand that.  
10    What Ms. Brown's point is, is that the  
11    point-to-point transmission doesn't sync up with the  
12    NOA redispatch because point-to-point transmission  
13    allows for market purchases.  And it's my  
14    understanding that the point-to-point  
15    transmission -- and maybe this is an issue we can  
16    get into with Mr. Vail -- but Ms. Brown indicated  
17    that point-to-point transmission can't be subject to  
18    redispatch, and maybe you're just saying NOA  
19    dispatch, not just any dispatch.  Is that your  
20    testimony?

21                    COMMISSIONER LEVAR:  Does that  
22    clarification of the question satisfy your  
23    objection, or do I need to rule on the objection?

24                    MS. LINK:  It doesn't, because the  
25    avoided cost modeling doesn't even take into

1 consideration the type of transmission rights, so  
2 the question isn't quite logical in the context that  
3 it was given. Perhaps he could rephrase.

4 MR. RUSSELL: I'm happy to withdraw  
5 the question and ask a slightly different one.

6 BY MR. RUSSELL:

7 Q Is it your position that point-to-point  
8 transmission rights are that you can't use an NOA  
9 redispatch -- your testimony is you can't use NOA  
10 redispatch with point-to-point transmission rights,  
11 correct?

12 A That's correct.

13 Q And is it your testimony that  
14 point-to-point transmission rights -- that other  
15 types of redispatch can't be used with  
16 point-to-point transmission rights?

17 A Maybe it would help if I clarify a little  
18 bit in terms of the market purchases --

19 COMMISSIONER LEVAR: We have an  
20 objection to the question. Your objection is that  
21 the question is vague?

22 MS. LINK: Yes. I don't understand  
23 what he means by other types of redispatch. Is he  
24 talking in operational context or in the study  
25 context?

1 MR. RUSSELL: The operational  
2 context.

3 MS. LINK: I'm really trying to  
4 understand how that's relevant to where we are right  
5 now, because you're asking about redispatch and  
6 interconnection studies, correct?

7 MR. RUSSELL: I'm trying to respond  
8 to Ms. Brown's statement about what types of  
9 redispatch can and can't be used with point-to-point  
10 transmission rights.

11 MS. LINK: It would be helpful to  
12 identify what you mean by redispatch when you say  
13 other kinds.

14 MR. RUSSELL: Something other than  
15 NOA redispatch. Generation redispatch is one,  
16 backing down of market purchases is another type of  
17 redispatch. Does that help?

18 MS. LINK: No, because  
19 NOA Amendment -- generation redispatch is the NOA  
20 Amendment. And in terms of backing down market  
21 resources, I don't understand what that has to do  
22 with this case which is about what you guys want  
23 studied in your interconnection studies.

24 COMMISSIONER LEVAR: I think I  
25 understand the objection, and I think I'm going to

1 allow the question to be answered to give you some  
2 leeway where you're going with that analogy.

3 BY MR. RUSSELL:

4 Q Do I need to ask the question again?

5 A Yes.

6 Q Can redispatch, something other than the  
7 NOA redispatch, in specifically the backing down of  
8 market purchases, is that something that can be  
9 done -- can be studied with respect to  
10 point-to-point transmission service rights?

11 A I think I understand your confusion,  
12 maybe, on my point that I made, so let me clarify  
13 that. Point-to-point transmission rights are used  
14 strictly for market purchases that are used to serve  
15 a position. So PacifiCorp makes market sales and  
16 purchases not necessarily on behalf of load but on  
17 behalf of our customers. So when we deliver market  
18 purchases, we can deliver using network rights. We  
19 don't use point-to-point transmission to deliver  
20 market purchases that we make to our load. We only  
21 utilize point-to-point transmission for purposes of  
22 serving a position that we have, a hedge position,  
23 for example. If we had made a number of sales at  
24 the Palo Verde sub or the Mona sub, we will then  
25 purchase, potentially, power to serve that position.



1 So maybe that's part of that confusion. So for  
2 purposes of your question in terms of redispatch, in  
3 the context in which we applied that in the NOA  
4 Amendment, it was specifically with regard to our  
5 network resources and designated networks resources.  
6 So in terms of over point-to-point transmission, no,  
7 that would not be possible because we do not move  
8 network resources over point-to-point transmission.

9 Q And I don't think my question asked  
10 whether you could move designated network resources  
11 over point-to-point, but I'm not sure that this  
12 really matters all that much, so we can move on. I  
13 want to talk about the nature -- we started with  
14 point-to-point, but I want to talk about the nature  
15 of -- what's the term you prefer to use, ESM?

16 A That's appropriate, yes. It used to be  
17 called CNT, but we changed the name.

18 Q Let's just use ESM. Let's talk about the  
19 nature of ESM's transmission rights on the Glen  
20 Canyon, the northbound transmission rights in the  
21 Glen Canyon to Sigurd path. They are 95 megawatts,  
22 correct?

23 A We have bidirectional 95 megawatts of  
24 rights, so we go both north and south.

25 Q And I just want to focus on the south to

1 north for now. It's 95 megawatts, correct?

2 A That's correct.

3 Q And it's my understanding that it's  
4 network transmission rights at certain times of the  
5 year and point-to-point transmission rights at other  
6 times of the year. Can you explain why that's the  
7 case?

8 A So in the winter -- so there's two  
9 separate -- technically, there's three contracts,  
10 but there's two separate contracts that designate  
11 our use of that Glen Canyon path.

12 The first one is the exchange agreement or  
13 the long-term power contract that is attached to my  
14 surrebuttal testimony, and that is the exchange  
15 agreement. And that is the definition of -- we take  
16 deliveries in the winter from APS, and in the  
17 summertime we deliver energy to APS. And so those  
18 seasonal rights, basically, are why we have network  
19 rights in the winter of 95 megawatts so that we can  
20 receive that power from APS as a designated network  
21 resource. And in the summer we have point-to-point  
22 rights that we utilize to facilitate the call rights  
23 of APS in the summer, as well as utilize that very  
24 frequently for market purchases, for example, to  
25 move the Cholla 4 unit if the Four Corners line is

1 down. We utilize that line quite frequently.

2 Q I'll admit I'm confused now because I  
3 thought you testified earlier that you can't use  
4 point-to-point transmission rights for market  
5 purchases. Did you not say that?

6 A No, actually, that's the opposite of what  
7 I said. I said it's specifically used for market  
8 purchases.

9 Q Point-to-point transmission rights are  
10 used for market purchases?

11 A For purposes of a position, for example.  
12 It would not be used for market purchases that we  
13 use to serve loads, however.

14 Q I think I understand that distinction.

15 A It is a somewhat of a weird designation.

16 Q And, again, I don't know that it matters  
17 all that much here. Let's talk about the exchange  
18 agreement. You mentioned that the exchange  
19 agreement is attached as Exhibit 3, or the exhibit  
20 to your surrebuttal testimony, correct?

21 A That is correct.

22 Q There was a correction in your surrebuttal  
23 testimony correcting a portion of your direct  
24 testimony, right?

25 A That is correct. We mistakenly referenced

1 the Power and Exchange Contract which was actually  
2 the purchase and sale of the -- sorry, purchase of  
3 the Cholla 4 contract, or Cholla 4 facility, and the  
4 coal and fuel rights and the agreements that went  
5 along with that. The Restated Transmission  
6 Agreement -- which is a completely separate contract  
7 from the long-term power contract -- the Purchase  
8 and Exchange Contract -- those are three separate  
9 areas. And I apologize, I did attach the wrong  
10 agreement.

11 Q No worries, it happens. I just want to  
12 make sure that when we're talking about the exchange  
13 agreement, everybody knows what we're talking about.  
14 When you refer in your direct testimony to the  
15 exchange agreement, what you're referring to is the  
16 Long-Term Power Transactions Agreement between  
17 PacifiCorp and the Arizona Public Service  
18 Commission, correct?

19 A That is correct.

20 Q And under that agreement, PacifiCorp -- or  
21 excuse me -- ESM has the right to call on power from  
22 APS; is that right?

23 A That is correct.

24 Q Okay. So it is not a right that APS has  
25 to deliver to a particular point of delivery, it is

1     **if ESM determines to purchase power from APS?**

2           A     Correct. And as I stated previously, so  
3     APS's call right on that transmission is actually  
4     independent from that exchange agreement. And it is  
5     actually a year-round call that they have on that  
6     transmission path.

7           Q     Okay. Thank you. Now that we have talked  
8     about the nature of the transmission rights on the  
9     Glen Canyon to PACE -- actually, I suppose I should  
10    ask, what reservations going south to north from the  
11    Glen Canyon substation has ESM made? What  
12    transmission reservations has ESM made to  
13    accommodate the APS call right on that path?

14          A     Are you asking for specific dates or  
15    generically?

16          Q     Well, right now, generically, and then  
17    we'll go from there.

18          A     I believe that data request 5.2 -- I  
19    believe it's 5.2 -- subject to check, but I believe  
20    the data request response that we provided gave the  
21    specific times in which -- and I will probably  
22    nuance you a little because I can be particular --  
23    so APS will notify PacifiCorp of its scheduling  
24    transfer requirements on a day-ahead basis, but it  
25    is actually APS that schedules those transfer

1 requirements on PacifiCorp Transmission rights, so  
2 it is a little nuanced.

3           **Q       Perhaps I ask the question improperly.**  
4 **What I'm asking is, what transmission -- you mention**  
5 **in your testimony that APS -- excuse me -- ESM holds**  
6 **the 95 megawatts reservation to comply with the**  
7 **requirement to APS. I'm asking, what do you hold?**  
8 **From the Glen Canyon Solar substation to where?**

9           **A       So, actually, it might be helpful to turn**  
10 **to the exhibit in my surrebuttal testimony where I**  
11 **show specifically what the rights are of APS and**  
12 **specifically where they go.**

13           **Q       This is the exchange agreement, right?**

14                   MS. LINK: It's right after your  
15 testimony starts.

16           **A       Thank you. So this agreement, which is**  
17 **KAB1SR, page 1 of 1, you can see specifically what**  
18 **APS's rates are, which is bidirectional,**  
19 **100 megawatts from the Four Corners to both Borah**  
20 **and Brady, as well as from Glen Canyon to both Borah**  
21 **and Brady. And they have a requirement to stay**  
22 **underneath a net of 300 megawatts, so technically**  
23 **they could schedule both the Glen Canyon and the**  
24 **Four Corners path to the Borah-Brady substation**  
25 **simultaneously. For example, 200 megawatts south**

1 on Four Corners and then 100 megawatts north, and  
2 they would still be within their contractual rights.

3 Q And it's a max of 100 megawatts north,  
4 correct?

5 A No, that's not true, actually. It's a net  
6 bidirectional, so, again, it would be up to the APS,  
7 as long as they didn't go above the 300 megawatts of  
8 total transfers.

9 Q Max 100 megawatts net, excuse me.

10 A Correct.

11 Q So you pointed to the exhibit in your  
12 surrebuttal testimony. Do I read this correctly if  
13 I understand this to mean that ESM holds  
14 100 megawatts of transmission open all the way from  
15 Glen Canyon to each of the Borah and Brady  
16 substations, as well as all the way from the Four  
17 Corners substation, all the way through its system  
18 to the Borah and Brady? Is that the way I should  
19 read this?

20 A I would not classify that as holding it  
21 open. We hold point-to-point rights on those paths,  
22 but if APS does not call on those rights, we very  
23 frequently schedule on those rights for our own  
24 purposes.

25 Q And, again, is it all the way from, say,

1     **Glen Canyon to Brady? You hold point-to-point**  
 2     **rights all the way through the system, or is it to a**  
 3     **particular point?**

4           A     We hold rights -- it is through the  
 5     PAC East system that we do hold those rights, but we  
 6     do hold rights all the way to Borah-Brady  
 7     substations, correct, to satisfy the contract.

8           Q     Now, this map here shows 100 megawatts of  
 9     rights, but ESM doesn't have 100 megawatts going  
 10    south to north from Glen Canyon, correct?

11          A     That is correct. ESM only has 95  
 12    megawatts of point-to-point rights on that path.

13          Q     What happens if APS decides to schedule a  
 14    hundred megawatts at the Glen Canyon station?

15          A     It is likely in the event that APS called  
 16    on 100 megawatts of rights, PacifiCorp would attempt  
 17    to buy 5 megawatts of firm point-to-point rights on  
 18    that path. Otherwise, it would likely have to  
 19    facilitate that with 5 megawatts of non-firm  
 20    capabilities and obviously notify APS of that  
 21    arrangement.

22          Q     When you say in that circumstance it might  
 23    buy 5 megawatts of firm rights, buy them from whom?

24          A     PacifiCorp would utilize the OASIS  
 25    reservation system.



1           Q     When you say buy 5 megawatts of firm  
2     rights, are you talking short-term firm, long-term  
3     firm?

4           A     I am talking about short-term firm. So  
5     very frequently, PacifiCorp buys transmission in  
6     order to facilitate transactions or to serve its  
7     load.

8           Q     In that circumstance in which APS might  
9     designate 100 megawatts at the Glen Canyon  
10    substation and ESM purchases short-term rights,  
11    would that purchase really coincidence with the  
12    period of time in which APS has scheduled? I guess  
13    what I'm asking is when you're buying short-term  
14    rights in that circumstance, are you only buying  
15    them to satisfy the obligation to APS, or do you buy  
16    them for a longer period of time?

17          A     I'm not sure I understand the question.  
18    Can you restate the question?

19          Q     I can try. We've talked about this  
20    circumstance in which APS schedules a hundred  
21    megawatts at the Glen Canyon station under this call  
22    option, the Restated Transmission Agreement. In the  
23    event that it does that, you have testified that ESM  
24    would acquire 5 megawatts of short-term rights to  
25    accommodate that. And I guess what I'm trying to

1 get is when you buy those short-term rights, do they  
2 simply intend to match the APS prescheduled?

3 A Are they intended to match -- I guess I'm  
4 still a little bit confused.

5 Q I'll use an example. APS schedules day  
6 before at 10:00 a.m. saying, tomorrow we're going to  
7 schedule a hundred megawatts and it's going to start  
8 at 8:00 a.m. and it's going to go to 3:00 p.m. EMS  
9 says, we don't have 100 megawatts. We've got to buy  
10 5 megawatts of short-term firm. Do you buy the  
11 short-term firm from 8:00 to 3:00, or do you buy it  
12 beyond 3:00?

13 A Depending on the situation, so the way  
14 PacifiCorp buys short-term transmission is that it  
15 has a price depending on -- so if you buy it for a  
16 week, for example, then it has a specific price per  
17 kilowatt hour. And so generally at that time,  
18 PacifiCorp ESM would make the decision on whether it  
19 was cost-effective to buy a length of time that was  
20 more cost-effective, for example, than maybe buying  
21 a specific period that you're referencing. So it  
22 would be determined at the time based on the most  
23 economic choice.

24 Q Bear with me. I haven't been exactly  
25 following my outline. Let's talk briefly about --

1 we have looked now at the first exhibit to your  
 2 surrebuttal testimony, and you indicated the ESM  
 3 holds 100 megawatts of point-to-point rights both  
 4 from south to north from Glen Canyon and from  
 5 Four Corners; is that right?

6 A I believe the statement was 95 megawatts.

7 Q Sorry. The exhibit just said a hundred  
 8 megawatts. It's 95 going north from Glen Canyon and  
 9 a hundred going north from Four Corners, correct?

10 A That is correct.

11 Q And you understand that under the  
 12 agreement -- the Restated Transmission Agreement --  
 13 that APS can exercise a call right at Four Corners  
 14 for 100 megawatts, correct?

15 A APS has the option to exercise its right  
 16 at either the Glen Canyon or the Four Corners  
 17 substation. That is correct.

18 Q Let's talk about what those substations  
 19 are. I'm not sure we have actually defined them.  
 20 What is the Glen Canyon substation? Where is it?

21 A It's in southern Utah. Well, actually,  
 22 technically I believe it's in southern Nevada. Does  
 23 your map show state lines on there?

24 Q It's in northern Arizona.

25 A So it looks like Glen Canyon is just below

1 the state line of Utah, so that would be in Arizona.

2 Q The Glen Canyon substation is actually a  
3 switch yard at the Glen Canyon generating station;  
4 is that right?

5 A That would have to be a question for  
6 Mr. Vail.

7 Q And I was going to ask the same question  
8 about the Four Corners substation, that's a switch  
9 yard at the Four Corners generating station, is it  
10 not?

11 A Again, that would be a question for  
12 Mr. Vail.

13 Q I'll follow up just briefly on that  
14 because I think we can do it through the documents.  
15 The first exhibit to your direct testimony, the  
16 Asset Purchase Power Exchange Agreement. Do you  
17 have that with you?

18 A I do.

19 Q To your direct testimony?

20 A Yes, I do have that.

21 Q I'll ask you to turn page 3, paragraph  
22 1.11.

23 A I found it.

24 Q 1.11 says, "Four Corners means the  
25 345 kV switch yard at the Four Corners generating

1     **station; is that right?**

2           A     That's what it states.

3           Q     **Do you understand that APS has generating**  
4     **capacity at the Four Corners generating station?**

5           A     I'm not familiar with the amount of  
6     capacity that APS has at the Four Corners.

7                     MR. RUSSELL:   Okay.   Fair enough.   I  
8     don't have any further questions.

9                     COMMISSIONER LEVAR:   Mr. Jetter, do  
10    you have any questions for Ms. Brown?

11                    CROSS-EXAMINATION

12    BY MR. JETTER:

13           Q     **I just have a few questions.   You**  
14     **mentioned earlier in your cross examination that in**  
15     **the event that -- on the Glen Canyon line going**  
16     **north to either Borah-Brady, you're 5 megawatts**  
17     **short of the contractual obligation to APS; is that**  
18     **correct?**

19           A     At the time that these reservations were  
20     made, we had held these point-to-point rights for a  
21     very long time, since the inception of this  
22     contract, I believe.   And we did search through our  
23     records to try to find out why we only had 95  
24     megawatts of right versus 100 megawatts and we were  
25     until able to find that.   But, in order to fulfill

1 that contract, we would do our best to purchase 5  
2 megawatts of firm transmission rights to facilitate  
3 this contract, were they to call upon that.

4 Q Okay. And when you purchased that, you  
5 mentioned that you would always go to OASIS and  
6 purchase that from some other holder of that rate  
7 for the period of time you were looking at. Can you  
8 give us a sense of how deep that market is? Is  
9 there always 5 megawatts available?

10 A Of firm transmission, no. There is not  
11 generally transmission available. I believe -- and  
12 again, Mr. Vail would be able to answer that  
13 question more readily than I can. But, no, it  
14 generally is not available.

15 MR. JETTER: That's the only question  
16 I had. Thank you.

17 COMMISSIONER LEVAR: Any redirect?

18 MS. LINK: No.

19 MR. RUSSELL: Mr. Chairman, I  
20 apologize. I have one follow-up question based on  
21 the answer she just gave, if you don't mind.

22 COMMISSIONER LEVAR: Sure.

23 RECROSS EXAMINATION

24 BY MR. RUSSELL:

25 Q You mentioned that you did research to see

1    how long you held these particular rights. Can you  
2    tell me how long ESM has held the point-to-point  
3    rights from Glen Canyon substation for this  
4    restated -- well, actually, for the transmission  
5    agreement with APS?

6           A     We could not determine exactly when the  
7    95 megawatts of point-to-point rights were initially  
8    done. Obviously, the contracts were initially  
9    signed in 1990, and it's challenging for PacifiCorp  
10   to go back that far and find that type of  
11   information. Obviously, the OASIS system was not  
12   used at that time, so trying to discover that type  
13   of information was something we could not discover.

14          Q     In your research, were you able to  
15   determine it's at least as far back as this year, or  
16   no?

17          A     Yes. We have had the 95 megawatts  
18   point-to-point rights for at least one year.

19                   MR. RUSSELL: Thank you. Nothing  
20   further.

21                   MS. LINK: One redirect question on  
22   that, please.

23                   REDIRECT EXAMINATION

24   BY MS. LINK:

25          Q     Ms. Brown, earlier you said that we have

1 had these 95 megawatt point-to-point rights for  
2 quite some time, isn't that correct?

3 A That's correct.

4 Q So it's more than one year, correct?

5 A Absolutely more than one year.

6 Q More than ten?

7 A Yes, more than ten.

8 Q Since at least 1990, correct?

9 A As far as we can tell, yes, that's  
10 correct.

11 BY MR. RUSSELL:

12 Q Sorry, I've got to follow up again. As  
13 far as you can tell based on what, exactly?

14 A Again, the research that -- we did attempt  
15 to go back and try to find the, basically, the  
16 inception date of the 95 megawatts in rights, and  
17 any reasons that were available to us at that time  
18 for why we did not acquire 100 megawatts of rights,  
19 and we were unable to determine that.

20 Q I guess I'm wondering what the basis for  
21 your testimony that you've held the 95 megawatts for  
22 more than a year is. You mentioned you were able to  
23 determine you held them for at least a year, and in  
24 response to your counsel's questions you said we've  
25 held it longer than that. I'm trying to figure out



1     **what the basis for that testimony is?**

2           A     I am very aware, obviously, of the fact  
3     that PacifiCorp has had 95 megawatts of  
4     point-to-point transmission rights on that path for  
5     a number of years. The research was intended to try  
6     to find out why we did not initially acquire 100  
7     megawatts of rights versus the 95 megawatts of  
8     rights. We were unable to determine why, at that  
9     time, we did not acquire the full 100 megawatts of  
10    rights. However, we have had those rights for the  
11    entire length of this contract. I'm sorry if I was  
12    confusing in my initial point. It was attempted to  
13    find out why we did not initially acquire  
14    100 megawatts of rights.

15          Q     And, I will ask, do you know whether APS  
16    has had the ability to deliver to the Glen Canyon  
17    substation for the entirety of the transmission  
18    agreement that you hold between the two parties?

19          A     I'm sorry. Can you restate the question?

20          Q     Do you know whether APS has had the  
21    ability to deliver megawatts to the Glen Canyon  
22    substation for the entirety of the agreement between  
23    parties, this particular agreement?

24          A     I have no knowledge of what APS's  
25    transmission rights are on their system.

1 MR. RUSSELL: Okay. Thank you.

2 COMMISSIONER LEVAR: Thank you. Do  
3 you have any recross, Ms. Link?

4 MS. LINK: No.

5 COMMISSIONER LEVAR: Commissioner  
6 White, do you have any questions?

7 COMMISSIONER WHITE: Are we up  
8 against a time issue?

9 THE WITNESS: No, we're good. My  
10 flight leaves at 5:35.

11 BY COMMISSIONER WHITE:

12 Q I'm trying to wrap my head around -- the  
13 first question is, help me understand the  
14 relationship between the APS contract and the  
15 amended NOA. Are those interconnected or are those  
16 two separate things? Help me understand how those  
17 work together or if not at all?

18 A So, when you say the APS contract, which  
19 one?

20 Q I guess the one that's the call right. Is  
21 that how folks are referring to it?

22 A Yes. So the recent transmission agreement  
23 is what has the call right in it. Whereas, we have  
24 three contracts, as I said, that we initially signed  
25 back in 1990. There was a transmission agreement,

1    which provided a call right on our transmission  
2    system for APS and gave us calls rights on APS's  
3    system.  There was the Asset Power Exchange  
4    Agreement, which was us buying Cholla 4, as well as  
5    some fuel agreements, and there was the Long-Term  
6    Power Contract which is, today, the Exchange  
7    Agreement because it's been -- APS effectively  
8    exercised its option to turn it into an exchange  
9    agreement over the course of a number of years.  So  
10   for purposes of redispatch, the only way that that  
11   could be exercised with regard to one of those  
12   contracts is just that Exchange Agreement.  It is a  
13   designated network resource in the winter months.  
14   So potentially we could not take delivery from APS  
15   in those winter months and instead utilize the Glen  
16   Canyon power that would be delivered.

17           **Q     So the contracts, it sounds like some of**  
18   **them -- I can't articulate the names of any of**  
19   **them -- but some of them govern the relationship**  
20   **with respect to two transmission customers on a**  
21   **transmission asset?**

22           **A     Correct.  The Restated Transmission**  
23   **Agreement is only covering the relationship on the**  
24   **transmission assets.  That's it.**

25           **Q     And the other one is with respect to**

1     **wholesale sales or generation sales.**

2           A     The Exchange Contract.   Yes.

3           Q     This amended NOA, how does -- it is a  
4     right?  How is it used?  Is it a tool?  How else can  
5     it be used besides -- or is it ever used other than  
6     the intended use in the FERC letter, the  
7     application?  Is this an asset or a tool that can be  
8     used for other reasons?

9           A     Other reasons?

10          Q     What I'm trying to get at, is this  
11     something that be used for the benefit of retail  
12     customers?  Is this something that's an asset that  
13     can be utilized in different ways to gain  
14     flexibility to do things other than just to  
15     facilitate QF purchases?

16          A     So when -- the reason I think for -- at  
17     least this is my opinion -- in terms of qualified  
18     facilities from an operations aspect, we do not  
19     curtail qualified facilities; we're not allowed to  
20     curtail qualified facilities.  And, so, the  
21     redispatch option was the ability for PacifiCorp to  
22     decrement its thermal resources that have that  
23     dispatch capability to take that qualified facility  
24     power that we're not allowed to curtail.  Now, the  
25     difference being for, perhaps, maybe, retail

1 customers for the situation of an owned variable  
2 resource by PacifiCorp, those are not qualified  
3 facilities and we do have the ability to curtail  
4 those resources. So, now, obviously if it's a  
5 zero-cost fuel resource, it is in our best interest  
6 as a customer -- and we do this regardless of the  
7 NOA Amendment -- we will decrement our thermal  
8 resources to take that zero-cost fuel resource. The  
9 qualified facility contracts, though, have,  
10 obviously, a power purchase agreement associated  
11 with them. We're not allowed to make that economic  
12 decision at the time. We must take that power, and  
13 so it's a little different situation. So I think in  
14 terms of the NOA Amendment, it's the agreement to  
15 decrement our thermal resources regardless of the  
16 economics.

17 **Q And that would be done outside of the QF**  
18 **context?**

19 **A** Only in terms of if it's an economic  
20 decision on behalf of our customers. So we don't  
21 need, for example, a redispatch solution to make  
22 that correct economic decision. I think the EIM  
23 market is an excellent example of that. When  
24 California is in an oversight supply condition,  
25 they're willing to pay us to take their power, and

1 we are willing to decrement our resources to take  
2 that power. It would be similar to that, and that  
3 would be a least-cost economic decision on behalf of  
4 our customers.

5 **Q Facilitated through the NOA Amendment?**

6 A No, facilitated through simply a  
7 least-cost economic decision. The NOA Amendment is  
8 specifically with regard to QFs. It would not be  
9 used for purposes of any other resource.

10 COMMISSIONER WHITE: That's all of my  
11 questions.

12 COMMISSIONER LEVAR: Commissioner  
13 Clark?

14 COMMISSIONER CLARK: No questions.  
15 Thank you.

16 BY COMMISSIONER LEVAR:

17 **Q How does OASIS -- and this may have been**  
18 **put on the record earlier -- how does OASIS reflect**  
19 **the 95 megawatts to which APS has call rights under**  
20 **this contract?**

21 A So OASIS has point-to-point rights, and so  
22 we have a reservation right on OASIS that's  
23 referenced with that. APS would utilize  
24 PacificCorp's OASIS reservations on an AREF and it  
25 would basically schedule its rights on that

1 reservation number. I don't know if that answers  
2 your question.

3 COMMISSIONER LEVAR: I think so. I  
4 think my limited knowledge of OASIS restrains me  
5 from follow-up questions. Thank you, Ms. Brown.  
6 Ms. Link, do you have another witness?

7 MS. LINK: Yes, we do.

8 COMMISSIONER LEVAR: It's a good time  
9 for a short break. Why don't we take ten minutes.

10 (A short recess was taken.)

11 COMMISSIONER LEVAR: We're back on  
12 the record, then. Ms. Link.

13 MS. LINK: We would like to call  
14 Richard A. Vail to the stand.

15 RICHARD A. VAIL,  
16 having been first duly sworn to tell the truth, was  
17 examined and testified as follows:

18 DIRECT EXAMINATION

19 BY MS. LINK:

20 Q Good afternoon, Mr. Vail. Could you  
21 please state and spell your name for the record?

22 A Yes. It's Richard Vail, V-a-i-l.

23 Q And how are you employed?

24 A I am employed as the vice president of  
25 transmission at PacifiCorp.

1           Q     And did you prepare testimony in this  
2     case?

3           A     Yes, I did.

4           Q     And that's direct rebuttal and  
5     surrebuttal, correct?

6           A     That's correct.

7           Q     Do you have any corrections to that  
8     testimony?

9           A     I do not.

10          Q     And if I asked you the same questions  
11     today, would you have the same answers?

12          A     Yes, I would.

13                     MS. LINK: I'd like to move for  
14     admission of Mr. Vail's direct rebuttal and  
15     surrebuttal testimony.

16                     COMMISSIONER LEVAR: If anyone  
17     objects to that motion, please indicate to me. I'm  
18     not seeing any objections, so the motion is granted.

19     BY MS. LINK:

20          Q     Mr. Vail, do you have a summary for the  
21     Commission today?

22          A     I do.

23          Q     Please, go ahead.

24          A     Thank you, Chairman LeVar,  
25     Commissioner White, and Commissioner Clark, for the



1 opportunity to talk here this afternoon. I'm here  
2 today to discuss and testify about Glen Canyon  
3 Solar's claim that PacifiCorp Energy Supply  
4 Management must use their transmission rights for  
5 the Glen Canyon-Sigurd line to move Glen Canyon's  
6 power.

7           There are just a number of key points I  
8 think I would like to make. One of them, as you  
9 have already heard, redispatch is a transmission  
10 service assumption and it's used in the transmission  
11 service study request. Redispatch is not used in  
12 generation interconnection studies, and it's not  
13 used for the interconnection request study for a QF,  
14 it's not used for an interconnection request study  
15 for a non-QF or a FERC jurisdictional. FERC has  
16 been very explicit that redispatch is utilized in  
17 the transmission service study agreement. The  
18 second piece -- and I know there's been a lot of  
19 confusion throughout the testimony that we've heard  
20 today and even some of the written testimony between  
21 the two distinct services, interconnection service  
22 and transmission service. I hope we have made it  
23 very clear from the Network Operating Agreement  
24 Amendment standpoint that that only applies to  
25 transmission service, but I'd like to clarify just a

1 little bit because it's not just what we call the  
2 standard replanning dispatch adjustment that we got  
3 out of FERC. It really is a very specific  
4 redispatch, and the difference here is you're  
5 looking at specific resources that are behind a  
6 specific constraint. I think we clarified earlier  
7 in the day with Mr. Moyer that the interconnection  
8 study looks at aggregate generation to aggregate  
9 load. Transmission study looks at specific  
10 generation to specific load and in this case, what  
11 the NOA Amendment does, is it allows ESM to make a  
12 request to transmission to grant DNR status for a  
13 network resource that's behind a transmission  
14 constraint, where that constraint is impacted by a  
15 QF resource as well. And it allows you to grant DNR  
16 status without having available ATC. And that,  
17 again, it's very unique and it's a very limited  
18 opportunity.

19 So where a NOA Amendment review or  
20 assessment would work really well is if you have  
21 significant amounts and large numbers of generators  
22 behind the transmission constraint, where at  
23 different times most generators may be offline or  
24 you have the ability to increment or decrement  
25 several generation resources, and that's where the

1 NOA Amendment applies. In this case, what we're  
2 looking at is a contract as a designated network  
3 resource that is seasonal, and you don't have --  
4 PacifiCorp doesn't own a bunch of generation, they  
5 don't own a bunch of generation rights behind this  
6 particular constraint to be able to accommodate the  
7 output of this QF's power.

8           So, again, I know some of these sound like  
9 a distinction or trying to make a specific  
10 distinction, but there's a good reason for that. I  
11 think FERC has been very clear when it comes to what  
12 is the definition of ATC, how do you calculate ATC,  
13 where does ATC apply, what constitutes a generation  
14 interconnection request, what constitutes a  
15 transmission service request? And, so, hopefully,  
16 with some of the testimony and maybe some of the  
17 clarifying questions, we're able to differentiate  
18 those differences. And it's not just a simple  
19 matter of, you know, can we take a theory from one  
20 of these processes and apply the concept to another  
21 process? It's really not that simple. And, again,  
22 I think what it does when you start applying -- can  
23 we take a concept or a fact from one process and  
24 apply it to another -- it really starts to kind of  
25 erode away some of the fundamental factors of

1 transmission and generation interconnect. And the  
2 fact that FERC has these rules in place, one of the  
3 main reasons is to protect existing transmission  
4 customer rights. Again, I know Mr. Moyer couldn't  
5 find anywhere in FERC law or precedent and I  
6 couldn't either where, as a transmission service for  
7 PacifiCorp, I could go and take those 95 megawatts  
8 of actual rights from ESM and tell them how to use  
9 them or apply it to another customer. I can't do it  
10 with ESM, I can't do it with a third party customer.  
11 And, again, I think I mentioned we're unable to  
12 change the way we calculate firm ATC. It's very  
13 explicit.

14 So with all that being said, I can't speak  
15 to Glen Canyon's motivation, but I do feel like many  
16 of the approaches -- and I'm all about looking at,  
17 you know, finding a better way to solve a problem --  
18 but a number of their approaches that they've  
19 suggested really do ignore what I'll call the  
20 fundamental interconnection and transmission  
21 concepts and, at the end of the day, regardless of  
22 how this is studied, in order to be able to deliver  
23 the output of this particular project, transmission  
24 interconnection deliverability, transmission network  
25 upgrades will be required, and if they are paid for

1 through the interconnection process, this  
2 \$400 million of transmission will still need to be  
3 built, one way or another. And, really, what that  
4 will amount to if it's handled in the TSR process,  
5 is going to be a transfer of cost to retail and  
6 third-party transmission customers. Hopefully,  
7 we're here to avoid that because not only do we have  
8 a must-take obligation out of PURPA, we also have a  
9 customer indifference that we have to stand to.  
10 Passing these costs along to other customers that  
11 are not creating this additional constraint seems  
12 counterintuitive.

13 MS. LINK: Mr. Vail is available for  
14 cross-examination.

15 COMMISSIONER LEVAR: Mr. Dodge or  
16 Mr. Russell?

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

18 CROSS-EXAMINATION

19 BY MR. DODGE:

20 Q Good afternoon, Mr. Vail. You started  
21 your summary by saying essentially that Glen Canyon  
22 Solar is asking the PAC merchant to use their  
23 transmission rights in a particular manner. Have  
24 you heard today clarification by Glen Canyon Solar  
25 that what we're asking in this docket so far is

1 solely to do an interconnection study in a  
2 particular way, not that the PAC merchant use its  
3 rights in a particular way?

4 A Yes. I can remember earlier in the day  
5 Mr. Moyer's response to that. He was trying to  
6 clarify, I think, what Glen Canyon Solar's request  
7 was. To the best of my knowledge as I understood  
8 it, it was to request PacifiCorp to basically  
9 perform an ER-only interconnection study on their  
10 project. And I don't know if that is the exact  
11 understanding you have, but that's what I heard  
12 today.

13 Q So you do accept that today there's  
14 nothing before this Commission in which Glen Canyon  
15 Solar is saying tell PAC merchant it has to use its  
16 transmission in a certain way, right?

17 A I guess I would just -- based on what I  
18 have heard today, yes. I don't know what else is  
19 in, like, the two other orders we've postponed a  
20 ruling on and that kind of stuff so, again, from  
21 testimony today, yes.

22 Q So your notion is that what essentially  
23 we're asking for is an ER study. I think you also  
24 heard Mr. Moyer say effectively, perhaps, that, but  
25 he said what we're really asking for is an NR

1 interconnection because that's been requested,  
 2 because the Company insists upon that for a QF but  
 3 with some flexibility to reflect the opportunity to  
 4 use existing resources. Can you accept that as what  
 5 we're actually requesting here?

6 A I'll accept that as what he testified to.

7 Q So let's pretend for a minute it was Rocky  
 8 Mountain Power and not Glen Canyon Solar that  
 9 elected for whatever crazy reason to build a  
 10 95-megawatt resource at this exact same location.

11 A Okay.

12 Q One of your options would be to ask  
 13 PacTrans, your Division of PacifiCorp, to study that  
 14 as an ER resource, right?

15 A Yes. So if it was a FERC jurisdictional  
 16 interconnection request, they would have the  
 17 opportunity to do ER or NR.

18 Q And if that ER interconnection study came  
 19 back and said, "X" million dollars to interconnect,  
 20 you could elect to proceed, and then you turn around  
 21 and ask for DNR status on the -- of that resource --  
 22 well, excuse me -- PAC merchant would turn around  
 23 and ask for DNR status designation of that resource  
 24 and would be able to get that designation, correct?  
 25 Knowing that it would have times given other rights

1    **that may exist on the line where it couldn't use the**  
2    **resource a hundred percent of the time?**

3           A     Okay. So let me make sure I understand  
4    this correctly. As an energy resource  
5    interconnection, they do not have to be served on  
6    long-term firm power, so they would have the option  
7    if they chose on an as-available basis just as Glen  
8    Canyon Solar would have the same opportunity if they  
9    wanted to be a FERC jurisdictional interconnection  
10   and chose to sell their power to market on an as-is  
11   basis. It would basically be the same thing.

12          Q     But for the existence of the APS contract  
13   that's been discussed here, PAC merchant under that  
14   circumstance would actually be able to designate all  
15   95 megawatts of that on a firm basis into  
16   Pac East -- PACE. Let's use that acronym.

17          A     So I think I would be careful there. We  
18   have talked about two different sets of rights, and  
19   I guess I have to step back and say, when we go to  
20   study that particular request, we have to look at is  
21   there any -- the first step you do is, is there any  
22   ATC available. If there's no ATC available, then  
23   you basically end up with two different options.  
24   You either build transmission is one option, or,  
25   again, I kind of went back to that replanning



1 dispatch option, or, are there other ways to look at  
2 the system with all the other generation resources  
3 and load, and can you create any ATC. The  
4 difference here is there is no ATC to work with.  
5 There's no amount of reallocating generation  
6 resources that I can come up with that's going to  
7 create that ATC and make these transmission system  
8 improvements moot or go away.

9 Q Well, stick with me on my hypothetical.  
10 The other division of Rocky Mountain Power -- and I  
11 use the terminology PAC merchant and I apologize --  
12 but if it's PAC merchant building this 95-megawatt  
13 facility at the same place requesting an ER  
14 connection and if, under my hypothetical, there were  
15 no APS contract -- and by contract I mean the call  
16 option that allows APS to deliver a hundred  
17 megawatts on one of two lines to Idaho. If that  
18 went away, if that did not exist, would there be  
19 anything that would prevent PAC merchant in that  
20 case from utilizing its firm transmission right to  
21 deliver its 95 megawatts from this resource to load?

22 A Again, so we're talking about a  
23 hypothetical here so I'm trying to run through them  
24 in my mind. If that call option went away, it seems  
25 to me then the network's resource rights -- the

1 designated network resource NT rights that they  
2 have -- would no longer be there for a portion of  
3 the year, but I can't answer what they would choose  
4 to do with the balance of their point-to-point  
5 rights. From a transmission provider standpoint, I  
6 want to be clear that the first thing we would do is  
7 say, okay, this request comes in and we need to  
8 understand if there's any available transmission  
9 capacity. If not, then we start to evaluate what  
10 change to the system will this request make. And so  
11 if, in that request, it said we're going to put this  
12 95-megawatt generator here and get rid of this  
13 95-megawatt generator over there, again, from a  
14 network resource standpoint, they would really only  
15 be able to utilize the rights that they would have  
16 lost otherwise, which would be that seasonal  
17 transmission reservation that is a network right.  
18 So I'm having a hard time even in a hypothetical, I  
19 guess, trying to figure out how ESM or Rocky  
20 Mountain Power would be able to come in and just use  
21 those firm rights and get a designated network  
22 resource status because, again, there's some moving  
23 pieces there.

24           **Q**       **Thank you. But I'm having a hard time**  
25       **understanding the complication with it. Let me make**

1 my hypothetical simple. Let's pretend that APS  
2 never existed, and yet PAC merchant held the rights  
3 that it currently holds on the line from Glen Canyon  
4 to PACE, PAC East. If, under that circumstance,  
5 PacifiCorp merchant were to build a facility along  
6 that line, it would have available firm transmission  
7 rights it could use to deliver that to load,  
8 correct?

9 MS. LINK: I'm going to object  
10 because he's trying to act like the APS rights go  
11 away and everything else remains constant. And it's  
12 impossible to know what's -- there's a lot of  
13 different factors including who else is in the  
14 transmission service queue, who else is in the  
15 interconnection queue. There's a lot of assumptions  
16 that need to go into this hypothetical for it to  
17 make sense or even for Mr. Vail to be able to answer  
18 it.

19 MR. DODGE: If I may, I certainly  
20 have the right to explore this hypothetical. We're  
21 trying to explore the differences in how this  
22 utility treats itself and how it treats QFs, and I  
23 think the hypothetical is pretty straightforward.  
24 Assume everything else is as it is today but there  
25 are no APS rights on that line. That's the

1 question. Everything else stays as it is. Is there  
2 anything that would prevent PAC merchant in that  
3 circumstance from using those 95 megawatts of rights  
4 it holds south to north on that line to deliver its  
5 own resource to PAC East.

6 MS. LINK: It is an as-available  
7 resource?

8 MR. DODGE: Either way. I've  
9 indicated I think he's already testified that they  
10 would be able to request DNR designation if PAC  
11 merchant built facilities there.

12 MS. LINK: They don't currently  
13 have -- I think he answered your question. They  
14 don't currently have year-round network  
15 transmission.

16 MR. DODGE: That's because APS is on  
17 the line. That's what I'm trying to assume --

18 MS. LINK: You're assuming --

19 COMMISSIONER LEVAR: I'm think I'm  
20 ready to rule on the objection. With respect to the  
21 objection, I think it's a relevant hypothetical and  
22 should be allowed to be asked.

23 THE WITNESS: Can you repeat it one  
24 more time for me and I'll attempt to answer?

25 BY MR. DODGE:

1           Q     And I will attempt to make sure we haven't  
2     left anything out. My hypothetical started with,  
3     assume that PAC merchant were to build a facility  
4     that's in the exact same place, exact same size, and  
5     then I added to that the notion that there are no  
6     APS rights on the Glen Canyon to PAC East line, or  
7     to Borah-Brady, whatever, up to Idaho. So make  
8     those assumptions with me. Is there anything that  
9     would prevent PAC merchant under those circumstances  
10    from (a) requesting a designated network resource  
11    for this resource and using its firm transmission  
12    rights to get to Idaho?

13           A     So based on --

14           Q     Excuse me, to PAC East.

15           A     So based on that, I think there's two  
16    assumptions that are key here that I will probably  
17    test. One is that they have the 95 megawatts of --  
18    and in this case I'm guessing it would have to be  
19    network transmission, existing transmission rights  
20    that truly were year-round -- and if they had those  
21    95 megawatts of network transmission rights, 24/7,  
22    365, and they said that they were now going to take  
23    away one resource and plug in another resource then  
24    in your hypothetical, in essence, they're swapping  
25    one resource out for another in the same location

1 utilizing the transmission system in the same way.

2 So, yes, they could use those rights.

3 **Q And will that be any different, let's say**  
 4 **in the year 2020, if Cholla closes and the APS call**  
 5 **option terminates?**

6 **A** So, again, not a great predictor of what's  
 7 going to happen in the future, but I want to be  
 8 specific. There are two separate sets of rights.  
 9 One set of rights is the network transmission  
 10 rights. And so when the call option goes away, my  
 11 understanding is that there would no longer be a  
 12 network resource down there and those rights would  
 13 go away. But that doesn't have any impact on the  
 14 point-to-point rights that ESM holds the balance of  
 15 the year.

16 **Q ESM holds those rights?**

17 **A** Correct.

18 **Q Which it could choose to use, however it**  
 19 **wants to deliver this resource or to do something**  
 20 **else with it?**

21 **A** Obviously, I'm a transmission function  
 22 employee, but I don't tell -- whether it's ESM or  
 23 any third-party transmission customer -- how to use  
 24 their rights. It's their rights.

25 **Q Mr. Vail, you indicated in your**

1 cross-examination you didn't want to impute motives,  
2 and yet in your rebuttal you indicate this is Glen  
3 Canyon Solar trying to avoid cost responsibility for  
4 interconnection. You made that statement, correct?

5 A Yeah, I'm concerned that -- I believe I  
6 should clarify. My concern is that if we study this  
7 as an ER -- and I believe I answered it is this  
8 way -- and then the transmission bill is captured in  
9 the transmission service request, that those costs  
10 would then shift to the retail customers and the  
11 third-party transmission customers of PacifiCorp.

12 Q Why would it necessarily show up in the  
13 network integration transmission study if the  
14 assumption is that the existing rights will be used  
15 when available?

16 A So, again, I'd be very careful there. I  
17 think PacifiCorp has been very clear that we need to  
18 be able to serve -- first of all, you have the  
19 must-take obligation out of QF, we must serve them  
20 over, you know, firm transmission service 24/7, 365,  
21 and so Glen Canyon would always have the option, if  
22 they wanted to become a FERC jurisdictional  
23 generator, to be able to accept as-available  
24 transmission service. From PacifiCorp's standpoint,  
25 I don't see how I could even make that offer to Glen

1 Canyon.

2 Q So it's clear that your assumption about  
3 this cost shifting is then based upon your belief  
4 that it's PacifiCorp's absolute obligation to have  
5 firm transmission rights to transmit queued-up power  
6 from the resource to load. That's the predicate for  
7 your opinion on the cost shifting, correct?

8 A I would agree with that.

9 Q And if we were to demonstrate that that's  
10 inaccurate as a matter of law and/or that Glen  
11 Canyon is willing to waive that requirement  
12 effectively by saying that we would be subject to  
13 curtailment under an emergency condition that would  
14 include when APS was using it, then those costs  
15 would not be shifted, they'd be avoided in the first  
16 place, would they not?

17 A I'm not trying to not answer your  
18 question, but I think we should be very careful  
19 here. And that's one of the things I should have  
20 clarified in my opening summary. One of the things  
21 we're talking about is when can you curtail a QF  
22 and, again, FERC was explicit that it's an emergency  
23 situation or a very extreme load situation. When  
24 APS decides to exercise their call right on this  
25 line, that is not a reliability situation or



1 concern. And so I think trying to categorize that  
2 as a reliability issue is just not valid. I don't  
3 think that would hold any water. All APS is doing  
4 in that case is exercising their right on a  
5 contract. It has nothing to do with potential  
6 system-wide blackout or any kind of reliability  
7 issue that's happening on the system. You might  
8 have one system element out in that case when they  
9 choose to use it, but it's not a reliability issue.  
10 And I caution using that terminology with APS using  
11 their call right.

12 Q First of all, you're an engineer? You're  
13 not an engineer, right?

14 A I'm an engineer.

15 Q Are you telling me that if Glen Canyon  
16 schedules 95 megawatts on Glen Canyon to PACE and  
17 the transmission operator accepts that schedule, and  
18 then there is another 95 megawatts of Glen Canyon  
19 Solar scheduled for the same path, that's not a  
20 reliability issue? When the total -- let's assume  
21 for reliability purposes that the rest of that path,  
22 which is held by WAPA, is being used. Under that  
23 circumstance, you're telling me there's not a  
24 reliability issue?

25 MS. LINK: Mr. Dodge, just to clarify

1 your question, you stated Glen Canyon Solar  
2 scheduling it twice. I'm assuming you meant Glen  
3 Canyon Solar and APS?

4 BY MR. DODGE:

5 Q Well, and let me be a little more clear.  
6 Let's assume from my hypothetical that at any given  
7 time this line is being used to its maximum by WAPA,  
8 who holds most of the rights on it, and by APS.  
9 They're both maximizing their rights on this line.  
10 And separately, PacifiCorp merchant is scheduling  
11 95 megawatts it's now purchasing from Glen Canyon  
12 Solar. Would that not create a reliability issue?

13 A So we're talking schedules here. So first  
14 of all, there would be no way to accept all those  
15 schedules on the path. So I think it's important to  
16 understand ATC and how it is this works and how all  
17 the transmission scheduling works. But that's why  
18 we use schedules and we have ATC and why scheduling  
19 is so important here in the west. Once those  
20 schedules are submitted, then there's no ATC  
21 available so it wouldn't accept the next schedule.  
22 So, again, I would reiterate it's not a reliability  
23 issue, it's a scheduling issue. You can't accept  
24 more schedules than you have rights for.

25 Q Well, because you have to avoid a

1 reliability issue, right? Now there's a would-be  
2 reliability issue if you accepted all those  
3 schedules and let all that energy be delivered to  
4 that point?

5 A Yes. So in your hypothetical, that is a  
6 potential. If you over-schedule the path and allow  
7 that to happen, then flows could exceed the  
8 limitations of the equipment and you could have a  
9 reliability issue.

10 Q So now let me take a step back. Let's  
11 assume on that same day that APS has fully scheduled  
12 its rights -- 95, it has a hundred -- but let's say  
13 the 95 that is there on Glen Canyon to PACE, but  
14 WAPA is not using it. If PAC merchant were to then  
15 try to schedule its 95 megawatts from the Glen  
16 Canyon Solar facility on that same line, it would be  
17 available on a non-firm or short-term firm basis,  
18 would it not?

19 A That is correct. If transmission rights  
20 aren't used for whatever reason, they would end  
21 up -- and again, not being scheduled -- they would  
22 show up as a non-firm or short-term type of product.

23 Q So do you not understand that what Glen  
24 Canyon Solar is here requesting today is to be  
25 treated as a resource that will be delivered

1 whenever possible when that line is not being fully  
2 used by APS and Glen Canyon Solar, and that it's  
3 willing to accept the emergency exception under its  
4 contract and, under FERC regulations, would apply it  
5 when that is all scheduled? Do you understand  
6 that's what we're asking for, that same kind of  
7 treatment?

8 A So again, I do understand that Glen Canyon  
9 is asking for that from -- at least from my  
10 experience and my standpoint as vice president of  
11 transmission, I don't know how to provide that or  
12 offer that even if the customer is willing to have  
13 that agreement. And, again, I guess I would just  
14 say to my knowledge, I don't know of any FERC  
15 precedent or anything like that that would allow me  
16 to do that.

17 Q Let's start with, do you have an  
18 understanding of which Commission has jurisdiction  
19 over how the interconnection study is done, at  
20 least?

21 A Yes. I have agreed in my testimony that  
22 this Commission has jurisdiction over a QF  
23 interconnection study where the entire output is  
24 sold to the Company in the state.

25 Q So you agree that this Commission could

1     **direct you, as PacTrans, to do the study the way**  
2     **that we have requested, to assume the use of the**  
3     **rights in the manner we have just been discussing?**

4           A     Again, I fully agree that this Commission  
5     has jurisdiction over the interconnection process  
6     for QFs. With that being said, hopefully a number  
7     of the items we have discussed today would put into  
8     perspective the precedent that is out there that we  
9     have tried to point to. I guess in some ways, it's  
10    always in your purview to order us to do whatever  
11    you want. I don't know what the downstream  
12    consequences of that would be until we went down  
13    that path.

14          Q     And the precedent that you're referring to  
15    is your belief that in the NOA Amendment Order of  
16    FERC where they were accepting PacifiCorp's NOA  
17    Amendment that that somehow imposes a firm  
18    transportation obligation, notwithstanding what the  
19    customer is willing to accept?

20          A     So there might be a little bit of a  
21    misinterpretation of what my testimony says and what  
22    I talked to for the NOA. To the best of my  
23    knowledge and my experience, the firm service  
24    commitment came out of the FERC Pioneer Order  
25    basically stating that PacifiCorp needed to serve

1 QFs as firm. The NOA Amendment is completely  
2 different and outside of that because the NOA  
3 Amendment is, again, it's very specific. It only  
4 applies to network transmission service, it only  
5 applies in the case where a QF chooses to site in a  
6 constrained area and adds to the difficulty or the  
7 constraint in that area. And, again, what that NOA  
8 Amendment does -- and I sat in DC and presented this  
9 to FERC staff -- it allows PacifiCorp Transmission  
10 to grant DNR status to a network resource without  
11 available ATC, which is completely outside the  
12 guidelines of everything else we've ever asked for,  
13 but it's very small, it's very unique, and it's very  
14 specific. And I don't want to lose sight of that.

15 Q I understand you don't, but let's go back  
16 to the question I actually asked. It was that you  
17 are, in making the assumption that you couldn't do  
18 what Glen Canyon Solar is asking here -- which by  
19 the way is not before the Commission today, right?  
20 You understand that?

21 A Agreed.

22 Q The thing before the Commission is how you  
23 do your study. But you've expressed the concern  
24 that if the study showed "X" and you tried to do it,  
25 you'd have a concern, you'd have a problem with

1     that, right? If you tried to implement what we're  
2     asking for in a study on the transmission side, you  
3     think you'd have a problem, right?

4                   MS. LINK: Objection. There were  
5     about three questions there.

6                   THE WITNESS: Could you maybe  
7     restate? I had a hard time following.

8     BY MR. DODGE:

9           Q     That's fine. You have agreed that what's  
10    before this Commission today is how you should  
11    perform this study, what assumptions you should use  
12    in performing an interconnection study, right?

13          A     An ER interconnection study?

14          Q     It's requested as an NR, but the request  
15    here has been clarified. We're trying to get an NR  
16    interconnection study that assumes flexibility that  
17    doesn't look at the deliverability component like an  
18    ER study. Will you accept that?

19          A     Okay.

20          Q     So that's what is before the Commission,  
21    but you keep going back to the NOA Amendment which,  
22    as you pointed out, is a transmission service issue.  
23    So I'm assuming from that your concern is that when  
24    it comes to transmission service, you would have a  
25    hard time doing what Glen Canyon Solar is suggesting

1     **be studied. Is that an incorrect assumption?**

2           A     I'll try to answer to the best of my  
3     understanding. At the end of day, we can pretty  
4     much study anything. It's on paper, it's a study.  
5     And so I guess the difficulty I would see is how you  
6     would then reconcile, in essence, performing what I  
7     would call transmission service study assumptions in  
8     a generation interconnection study if the impact  
9     was, when you got the TSR, hey, Rocky Mountain Power  
10    you're now on the hook for the \$400 million of  
11    network improvements which rolls into retail and  
12    third-party customer rates, so --

13           Q     I understand. What you're saying is you  
14    fear that result if the transmission service request  
15    process demonstrates that those \$400 million in  
16    upgrades are needed, right?

17           A     So, again, I think either way we study  
18    this, you need to move this power on a firm basis.

19           Q     Let's stop there. Let's just stop there,  
20    because that's what I want to discuss with you. On  
21    what basis do you say that it's PAC merchant's  
22    obligation to move QF power on a firm basis, as  
23    opposed to accept it on a firm basis or buy it on a  
24    firm basis?

25           A     So, again, in my testimony I think I



1 referred to an order out of FERC in the Pioneer Wind  
2 case.

3 Q And, if I may, have Mr. Russell approach  
4 and hand you that case and ask that this be marked  
5 as Glen Canyon Solar Cross No. 2.

6 (Glen Canyon Solar Cross Exhibit No. 2 marked.)

7 BY MR. DODGE:

8 Q Mr. Vail, do you recognize this as a FERC  
9 order in the Pioneer Wind Park 1, LLC docket?

10 A Yes, I do.

11 Q And this is the case you're talking about  
12 that you believe imposes an obligation to transmit  
13 energy on a firm basis, right?

14 A Correct.

15 Q If we don't need to, I won't make you read  
16 the whole thing, but I'm going to turn to a few  
17 places and ask you if this is what you're relying on  
18 and if there's anything else, I'll invite you to  
19 take as much time as you need to tell me.

20 If you'll turn to page 19 of this order.  
21 I'd like to start in the top paragraph, the  
22 carryover paragraph, right after footnote 71 down  
23 near bottom of that first paragraph. For context,  
24 I'll indicate that -- and you can disagree with me.  
25 If you disagree or -- I'll go back and walk through

1 it, if you would like. What's at issue in this  
 2 docket is a proposal by PAC merchant to include in a  
 3 PPA for Pioneer Wind, a right for PAC merchant to  
 4 curtail Pioneer Wind before it curtails other  
 5 resources, basically a curtailment on an economic  
 6 basis. Is that a fair background for this case?

7 A To the best of my knowledge I think that's  
 8 reasonable.

9 Q So after footnote 71, I'll read this.  
 10 "Moreover, this proposed curtailment" -- and I'll  
 11 stop and say that's the curtailment we're talking  
 12 about, detailed in the case -- "Moreover, this  
 13 proposed curtailment provision violates the  
 14 nondiscrimination protections for QFs, included in  
 15 PURPA and the Commission's PURPA regulations, by  
 16 granting a preference in curtailment priority to  
 17 PacifiCorp's existing Network Resources, which were  
 18 designated as Network Resources prior to execution  
 19 of the PPA with Pioneer Wind, as compared to  
 20 Pioneer Wind." Did I read that accurately?

21 A Yes.

22 Q So the first point the Commission is  
 23 making here is you can't curtail a QF, meaning --  
 24 you have to -- you can't curtail a QF before you  
 25 curtail other curtailable resources, other network

1 resources, right?

2 A Okay.

3 Q The next paragraph, I will read that as  
4 well. "In addition to the fact that the proposed  
5 curtailment provision is broader than the purchasing  
6 utility's right to curtail purchases in system  
7 emergencies under section" whatever, "of the  
8 Commission's PURPA regulations, and unduly  
9 discriminatory, the proposed curtailment provision,  
10 in effect, treats Pioneer Wind as if it were a  
11 non-firm transmission customer, which is in  
12 direction violation of the Commission's PURPA  
13 policies. The Commission has specifically held  
14 that: (1) the QF's obligation to the purchasing  
15 utility is limited to delivering energy to the point  
16 of interconnection by the QF with that purchasing  
17 utility; (2) the QF is not required to obtain  
18 transmission service, either for itself or on behalf  
19 of the purchasing utility, in order to deliver its  
20 energy from the point of interconnection with the  
21 purchasing utility to the purposing utility's load;  
22 and (3) the purchasing utility cannot curtail the  
23 QF's energy as if the QF were taking non-firm  
24 transmission service on the purchasing utility's  
25 system." And I'll finish that paragraph, "Contrary

1 to these policies, PacifiCorp's proposed curtailment  
2 provision treats Pioneer Wind as if it is the  
3 transmission customer and it curtails Pioneer Wind  
4 as if it were a non-firm, secondary network service  
5 transmission customer that can be curtailed by  
6 PacifiCorp before," and it goes on, "existing  
7 PacifiCorp Network Resource," et cetera. Now, first  
8 of all, I'd just like to ask is what I just read the  
9 basis for your concluding that Pioneer Wind requires  
10 you to maintain -- that requires PAC merchant to  
11 maintain firm transmission rights beyond the point  
12 of delivery?

13 A Again, in reading through this, it  
14 basically says we're treating this particular  
15 customer as a non-firm transmission service  
16 customer.

17 Q In fact, what it says, does it not, in  
18 what I just read after footnote 74, contrary to  
19 these policies, PacifiCorp's proposed curtailment  
20 provision treats Pioneer Wind as if it is the  
21 transmission customer and it's not, correct?

22 A That's correct. It is not the  
23 transmission customer.

24 Q And, above, it made clear in this case  
25 that the only obligation of the QF is deliver it to

1 the point, and it's the utility's obligation to deal  
2 with it from that point on, right?

3 A I'm sorry. Could you rephrase that for  
4 me?

5 Q Do you agree with me that what FERC  
6 clarified with Pioneer Wind is that the only  
7 obligation of the QF is to deliver it to the point  
8 of interconnection and pay the interconnection  
9 costs, et cetera, and that it's the utility's  
10 obligation to deal with the power from that point?

11 A So, again, I think from a clarity  
12 standpoint, I don't know if it necessarily goes that  
13 far, but to your point, you know, the QF delivers  
14 the power, the Company receives and then transmits  
15 the power. Again, that doesn't necessarily mean  
16 there are not additional interconnection costs that  
17 would be associated with delivery of this power to  
18 the Company.

19 Q And do you see anything in this Pioneer  
20 Wind decision that requires that the purchasing  
21 utility not use other types of transmission to take  
22 and use the energy as opposed to a firm network  
23 resource interconnection or -- excuse me, network  
24 resource transmission right?

25 A And, so again, the way I would read and

1 interpret this and the way we have gone about -- at  
2 PacifiCorp transmission for updating -- and we've  
3 done this, you know, over the last couple of years,  
4 we've taken this order very seriously -- is that we  
5 are and need to serve a QF in a firm transmission  
6 capacity. And, we have, again, built our processes,  
7 our business practices around it, and that is how  
8 I've read and interpreted this order.

9           **Q     And in doing so you've essentially turned**  
10 **a case that was telling a purchasing utility that it**  
11 **has to take queued-up power into a (inaudible) to**  
12 **stop QFs from building when there are transmission**  
13 **constraints that are revealed in a network**  
14 **interconnection process that wouldn't be in an ER**  
15 **process. Is that not fair?**

16           **A     No. I would complete disagree with that.**  
17 **And I would like to point out, I mean, from**  
18 **PacifiCorp standpoint, we have a tremendous amount**  
19 **of volume in our generation interconnection queue,**  
20 **both FERC jurisdictional and QF. We have in the**  
21 **neighborhood of -- it's almost a thousand megawatts**  
22 **of assigned interconnection agreements right here,**  
23 **the majority of which are in Utah and that are soon**  
24 **to be built. So as a transmission provider, I**  
25 **cannot discriminate in any way, shape, or form**

1 against a generation interconnection customer, a  
2 transmission customer, and even my own ESM. And I  
3 take that very seriously. We have got to treat all  
4 customers the same, and I honestly feel like we go  
5 out of our way to treat them fairly.

6 Q Who made the decision within PacifiCorp  
7 that it needs to be a firm transportation  
8 arrangement from the point of the QF  
9 interconnection, even if there are other resources  
10 available that might allow use of the resource? Who  
11 made that decision?

12 A I guess I'm having a hard time  
13 understanding the decision. I think I've  
14 differentiated two separate areas here. One is when  
15 you have a bunch of other resources in the area, you  
16 have a lot more opportunity to reemploy those  
17 resources, but, again, in this particular case --  
18 and, again, it's very unique because of where the  
19 customer has chosen to site, there's really no other  
20 option to manage those resources and try to  
21 accommodate this request.

22 Q But you're going back to the NOA, and I'm  
23 trying to get you not to do that. When I say other  
24 resources available, we have established that there  
25 are over 300 megawatts of south to north

1 transmission capability on this line that's rarely  
2 used, and 95 of it once in the last five years. So  
3 there's 95 of short-term firm or non-firm  
4 transportation capacity on this very line every day  
5 of the year, every hour of the year, with the  
6 exception of .04 percent in the last five years.

7 A I don't think that that's accurate.

8 Q Okay. Well, I'll let the record reflect  
9 whatever that reflects. You indicated that you took  
10 this Pioneer decision seriously, PacifiCorp did, and  
11 made the decision that your conclusion from that was  
12 we're going to require firm transmission from the  
13 point of delivery, point of interconnection of the  
14 QF. Who made that decision?

15 MS. LINK: Objection. I don't think  
16 that accurately states Mr. Vail's testimony. He  
17 didn't say that it was PacifiCorp's decision to  
18 require firm transmission.

19 BY MR. DODGE:

20 Q Let me ask that. Has PacifiCorp made the  
21 decision that in accepting and purchasing QF power,  
22 it must have firm network rights to deliver that  
23 resource to load?

24 A Yes. Again, I think we have been pretty  
25 clear that this whole process is predicated on the



1 fact that we need to serve QF with firm transmission  
2 service.

3 **Q And that was -- so who made that decision?**

4 A Off the top of my head, I honestly don't  
5 know. I can tell you, you know, a big piece of it  
6 from my standpoint is in the generation  
7 interconnection. Trying to understand what the  
8 impacts of those orders were, we evaluated our  
9 processes, worked with the planning teams on what  
10 our best approach would be, certainly made  
11 adjustments to the business practice. So from  
12 anything that impacts, like, the generation  
13 interconnection study process and the planners that  
14 study that are in my area.

15 **Q And are you therefore saying it was you or**  
16 **PacTrans that made the decision that you will**  
17 **require firm networks resource -- NITS -- network**  
18 **integration transmission service for a QF?**

19 A Again, I think I'd be really careful here.  
20 So network integrated transmission service is  
21 transmission customer service, and so the QFs are  
22 not the transmission customer. Again, QF is the  
23 interconnection customer, ESM would be the  
24 transmission customer in this case. But maybe to  
25 try to answer your question directly, again, if

1 you're asking was I the one that said a network  
2 resource study was going to be required in a  
3 generation interconnection study, the answer is yes,  
4 at the end of the day that falls in my shop.

5 Q And that's based on your reading of  
6 Pioneer?

7 A Yeah. Certainly with lots of consultation  
8 and input from many other people at PacifiCorp.

9 Q I'd like to also then hand you one other  
10 exhibit that I'd like to mark as Glen Canyon Solar  
11 Cross No. 3.

12 (Glen Canyon Solar Cross Exhibit No. 3 marked.)

13 BY MR. DODGE:

14 Q This is another FERC decision dealing with  
15 a different utility and different wind project  
16 called Exelon. In making the determination you  
17 made, do you know if you took into consideration  
18 anything in this docket in this case?

19 A I am personally not familiar with this  
20 particular order.

21 Q Let me ask you to turn to page 17, the  
22 last two sentences. It's paragraph 15. And I will  
23 note and I can show you if you like, in PAC's FERC  
24 application to approve the NOA Amendment, this case,  
25 in this specific reference was cited in there that I

1 can show you if you would like. I'd like to look to  
 2 the last two sentences, and I'll read it. "PURPA  
 3 and the Commission's implementing regulations  
 4 require a utility to purchase the full output of an  
 5 interconnected QF exercising its PURPA rights and  
 6 to make such purchases at rates that do not exceed  
 7 the utility's full avoided cost. Once that energy  
 8 is purchased, it is SPS's," that's the purchasing  
 9 utility in that case, "responsibility to deliver  
 10 that energy to its load (or otherwise manage the  
 11 energy). Can you accept that what Glen Canyon Solar  
 12 believes it's asking in this context is for Rocky  
 13 Mountain Power PAC merchant to otherwise manage the  
 14 energy without necessarily requiring a firm  
 15 transportation network integration service setup?

16 MS. LINK: Objection. It is not  
 17 within this witness's area of expertise to guess  
 18 what Glen Canyon is asserting based on this order  
 19 that the witness stated he is not familiar with.

20 MR. DODGE: Well, I've asked him to  
 21 read the order.

22 BY MR. DODGE:

23 Q Based on that, can you accept the notion  
 24 that otherwise manage the energy might allow  
 25 something beyond just a firm network integration

1     **service?**

2                             MS. LINK: I continue to object  
3 because that requires a legal conclusion.

4                             MR. DODGE: Everything in this case  
5 so far has required legal opinions. If we're going  
6 to start objecting on that basis, no one else gets  
7 to say anything.

8                             MS. LINK: Well, you already did as  
9 well.

10                            MR. DODGE: And he testified about  
11 his legal opinion about Pioneer. I certainly could  
12 ask him his opinion about this case. It's a  
13 non-legal opinion, but it's on the legal cases,  
14 because 90 percent of this case is legal.

15                            MS. LINK: Mr. Dodge, you also  
16 already objected on the basis that it required a  
17 legal opinion. And it is beyond the scope of this  
18 witness's expertise, and it's beyond the scope of  
19 his direct testimony. He testified that Pioneer  
20 Wind was the trigger. He was describing the  
21 timeline and that it was his understanding that it  
22 required firm transmission. That was his direct  
23 testimony. This is beyond that scope.

24                            MR. DODGE: As opposed to arguing  
25 with Counsel, I'll let you --

1 COMMISSIONER LEVAR: Remind me of the  
2 question you're asking.

3 MR. DODGE: The question was does he  
4 accept that there is a reasonable argument based on  
5 this Exelon language that it's not a requirement,  
6 that his Division assumed after Pioneer that it can  
7 only be a firm network integration service  
8 take-away, given that they said, "or otherwise  
9 manage the energy" in this case. That's the  
10 question.

11 COMMISSIONER LEVAR: In terms of  
12 dealing with the objection, you've drawn our  
13 attention to this language in terms of whether he  
14 can be required to answer a question about the  
15 application of a FERC order where he's just read two  
16 sentences of it and has already answered that he's  
17 not familiar with it, I'm not sure about requiring  
18 him to do that. However, the language you've  
19 pointed out from the FERC order is on the record and  
20 it's in front of us.

21 MR. DODGE: Thank you. With that  
22 I'll withdraw the question.

23 BY MR. DODGE:

24 Q Mr. Vail, you've testified extensively  
25 about the risk of \$400 million in network upgrades

1 getting allocated back to PacifiCorp transmission  
2 customers. That risk, under FERC law, exists  
3 whether or not it's paid for by the interconnection  
4 customer or the transmission customer, does it not?

5 A I'm not understanding the basis of the  
6 question. So what would I base that decision on, I  
7 guess?

8 Q Well, I was trying to jump ahead, but let  
9 me go through it and see if you disagree. And I  
10 have exhibits for all of this if you would like  
11 them. Do you accept -- in an effort to try to move  
12 more quickly -- do you accept that FERC regulations  
13 define interconnection costs specifically to exclude  
14 network upgrades?

15 A No. I don't agree with that at all. It's  
16 actually just the opposite. So FERC has been very  
17 clear that, even in the generation interconnection  
18 studies, that network upgrades are certainly part of  
19 that study. They're very clear on that.

20 Q Well, we'll see.

21 A Okay.

22 Q Now, let's make sure your answer responded  
23 to my question. I wasn't asking whether network  
24 upgrades are included in an interconnection study.  
25 I said do you agree that FERC has defined

1 interconnection costs as excluding network upgrade  
2 costs. At least that's the question I intended to  
3 ask.

4 A Again, that would be my interpretation of  
5 it. Interconnection costs include the  
6 interconnection costs up to and at the point of  
7 interconnection. But even at the point of  
8 interconnection, there could be network upgrades  
9 that are part of the interconnection and they are  
10 used by the entire transmission system. So network  
11 upgrades can be included in an interconnection study  
12 and in the cost.

13 Q Let's walk through it. I'll hand you two  
14 documents. I'd like you to look first of all -- and  
15 I'll represent this as just an excerpt from the OATT  
16 because it's a very lengthy document -- the document  
17 that on the front shows the PacifiCorp Open Access  
18 Transmission Tariff.

19 A Okay.

20 MR. DODGE: And I'd like to mark that  
21 as Glen Canyon Cross No. 4, I believe.

22 (Glen Canyon Cross Exhibit No. 4 marked.)

23 BY MR. DODGE:

24 Q Do you recognize the excerpt as from your  
25 OATT? Will you accept, subject to check?

1           A       Yes. My name is on every page.

2           Q       So on page 130, which is the second page  
3 of this exhibit, there's a definition of  
4 interconnection facilities. And the very last  
5 sentence in that says, "Interconnection facilities  
6 are sole use facilities and shall not include  
7 distribution upgrades, standalone networks upgrades,  
8 or network upgrades. So my first question is, do  
9 you accept that under your own OATT, distribution  
10 facilities are distinct from network upgrades?

11          A       So just really quick, would it be possible  
12 for me to get the overall copy of the OATT, Open  
13 Access Transmission Tariff?

14          Q       Certainly.

15          A       And you have to be very careful with this  
16 document. It's pretty long, and depending on where  
17 you're looking at some of these definitions, if  
18 you're talking network integrated transmission  
19 service versus generation interconnection, the  
20 definition can mean something different. So that's  
21 why I need the time to be able to see what section  
22 you're asking this question about.

23          Q       And if you'll look at the second page of  
24 the exhibit I handed, that's the section from  
25 Section 4, Large Generation Interconnection Service.



1     **But please, go ahead and find it.**

2           A     So right now we're talking about the  
3     definition on page 130; is that correct?

4           Q     **Correct.**

5           A     And we're looking at the Interconnection  
6     Facilities?

7           Q     **Right. And this is, again, section 36,**  
8     **Large Generation Interconnection Procedures.**

9           A     Can you ask the question again?

10          Q     **So the question is, do you accept that**  
11     **under your OATT, network upgrades are not included**  
12     **within the definition of interconnection facilities?**

13          A     I'm reading it. Again, I would just  
14     reemphasize that anything at or beyond the point of  
15     interconnection can be considered a network upgrade,  
16     so I'm not sure exactly what you're asking me.

17          Q     **That's actually where I tried to get you**  
18     **to go. Interconnection facilities are up to the**  
19     **point of interconnection; network upgrades are**  
20     **beyond that?**

21          A     At or beyond.

22          Q     **And they are two distinct --**  
23     **interconnection facilities do not include network**  
24     **upgrades and vice versa. Not cost, I'm at**  
25     **facilities now.**

1           A       So from a definition standpoint, at or  
2       beyond the point of interconnection can be network  
3       upgrades. Up to the point of interconnection,  
4       interconnection.

5           Q       And then if you'll look to the other  
6       document that I handed that we'll mark as Glen  
7       Canyon Solar Cross No. 5.

8       (Glen Canyon Solar Cross Exhibit No. 5 marked.)

9       BY MR. DODGE:

10          Q       Again, this is an excerpt because it's a  
11       very lengthy order, but this is from FERC Order  
12       2003. Your counsel referred to this earlier in  
13       cross-examination. You're familiar with this order,  
14       I assume?

15          A       I'm somewhat familiar. Again, to your  
16       point, it's a lengthy order.

17          Q       I'm going to ask you to turn to the second  
18       page of this excerpt, which is page 7 of the order,  
19       and look at the bottom under subsection 2,  
20       Commission Interconnection Case Law, and I'm going  
21       to read the last sentence that begins on that page  
22       7. "The Commission has developed a  
23       simple" -- excuse me, are you there? The very last  
24       sentence before the footnote.

25          A       Yes, I'm there.

1           Q       "The Commission has developed a simple  
2   test for distinguishing Interconnection Facilities  
3   from Network Upgrades: Network Upgrades include  
4   only facilities at or beyond the point where the  
5   Interconnection Customer's Generating Facility  
6   interconnects to the Transmission Provider's  
7   Transmission System." I read that correctly, right?  
8   And that's consistent with your OATT?

9           A       Yes.

10          Q       Now, let's now look at the next part of  
11   that same section -- that same paragraph. It goes  
12   on, "The Commission has made clear that  
13   Interconnection Agreements are evaluated by the  
14   Commission according to the just and reasonable  
15   standard. Most improvements to the Transmission  
16   System, including Network Upgrades, benefit all  
17   transmission customers, but the determination of  
18   who benefits from such Networks Upgrades is often  
19   made by a non-independent transmission provider, who  
20   is an interested party. In such cases, the  
21   Commission has found that it is just and reasonable  
22   for the Interconnection Customer to pay for  
23   Interconnection Facilities but not for Network  
24   Upgrades. Agreements between the Parties to  
25   classify Interconnection Facilities as Network

1 Upgrades, or to otherwise directly assign the costs  
2 of Networks Upgrades to the Interconnection  
3 Customer, have not been found to be just and  
4 reasonable and have been rejected by the  
5 Commission."

6 Now, is it your understanding -- and I'm  
7 going to go on in a minute where they explain how  
8 those costs would be handled -- but do you accept  
9 with me that FERC has ruled -- we're back in the  
10 FERC world as opposed to this Commission -- in the  
11 FERC world, FERC has ruled that interconnection  
12 facilities cannot be called network upgrades, and  
13 they can't be directly assigned to the  
14 interconnection customer?

15 A I'll make that agreement, and I think I  
16 would like to explain just a little bit. Because as  
17 Counsel points out here, these are FERC  
18 jurisdictional interconnections that we're talking  
19 about in this case. These FERC interconnections  
20 have a choice between ER energy-only resource and NR  
21 interconnection studies, they have the ability and  
22 the option to serve or deliver their power on an  
23 as-available basis. As I pointed out several times,  
24 PacifiCorp believes we need to take a queue off  
25 power and serve it over firm transmission, and then

1 it would be up to this Commission's decision or  
2 jurisdiction from a cost allocation standpoint on  
3 how to handle the interconnection costs. So I  
4 definitely agree from a FERC jurisdictional  
5 transmission standpoint -- this is how FERC has  
6 ruled -- but FERC has been very explicit that that  
7 decision, as far as cost allocation, is going to  
8 reside here with this Commission in this state.

9 Q FERC has not made clear that any  
10 Commission can choose to ignore what it says about  
11 what are interconnection costs and what are network  
12 upgrades though, has it?

13 A For FERC jurisdictional interconnections?

14 MS. LINK: Objection. FERC has  
15 adopted PURPA regulations that are inconsistent with  
16 your question.

17 MR. DODGE: We'll agree to disagree  
18 there.

19 BY MR. DODGE:

20 Q If you go on in that section, section 22,  
21 it talks about, in this context, "Interconnection  
22 facilities will be paid for by the Interconnection  
23 Customers, and while they will be funded initially  
24 by the Interconnection Customer, unless the  
25 Transmission Provider elects to fund them, the

1     **Interconnection Customer would then be entitled to a**  
 2     **cash equivalent refund," right?**

3           A     And, again, on a FERC jurisdictional  
 4     interconnection basis, those network upgrades are  
 5     funded up front and then credited back through  
 6     credits basically on the transmission service that  
 7     that same customer -- again, the difference here is,  
 8     the generation customer, the interconnection  
 9     customer, is the same as the transmission customer  
 10    in this case. With the QF, it's different. With  
 11    the QF, they are the interconnection customer but in  
 12    this case, ESM is a transmission customer.

13           Q     And what FERC made clear is because  
 14    PacifiCorp is not a non-interested party -- it's a  
 15    party with an interest -- it can't make the decision  
 16    to allocate network upgrades to the interconnection  
 17    customer without refund. That would be, according  
 18    to FERC, not found to be just and reasonable and  
 19    rejected by the Commission, right?

20                         MS. LINK: Objection. That is  
 21    misstating FERC's order.

22                         MR. DODGE: May I restate it and read  
 23    it, word for word so we can get around all these  
 24    objections?

25                         MS. LINK: Can I offer up something

1 for a moment, in the interest of saving some time?  
2 We agree that FERC precedent for FERC jurisdictional  
3 interconnections allocates the costs of  
4 interconnection facilities directly to the  
5 generator, and allocates the cost of network  
6 upgrades -- actually, generators are required to  
7 upfront (inaudible) and they're entitled to a  
8 transmission credit. Will you stipulate to that?

9 MR. DODGE: That isn't my question.  
10 May I proceed with my question?

11 COMMISSIONER LEVAR: We still have a  
12 pending objection, so why don't you repeat the  
13 question.

14 MR. DODGE: I'll withdraw that  
15 question and read it word for word.

16 BY MR. DODGE:

17 Q Do you agree with me that in this FERC  
18 Order 2003, the Commission found that agreements  
19 between the parties to classify interconnection  
20 facilities as networks upgrades, or otherwise  
21 directly assign the costs of network upgrades to the  
22 interconnection customer, have not been found to be  
23 just and reasonable and have been rejected by the  
24 Commission. Did I read that correctly?

25 COMMISSIONER LEVAR: I'm trying to

1 understand the question. Are you asking him whether  
2 that's being read correctly?

3 MR. DODGE: For now. That's a  
4 predicate to my real question.

5 BY MR. DODGE:

6 Q So did I read that correctly?

7 A I'm sorry. Can you at least point out  
8 where you started and stopped in that paragraph  
9 because I lost my place, and I'm sorry for that.

10 Q No problem. I'm moving quickly and I talk  
11 fast, too. Page 8, the top carryover paragraph, the  
12 very last sentence that begins, "Agreements  
13 between."

14 A Okay. I'm there.

15 Q Without repeating it, let me just ask, is  
16 what PacifiCorp is asking this Commission to do is  
17 define directly the opposite of what FERC has found  
18 to be not just and reasonable and to directly assign  
19 network upgrades to an interconnection customer?

20 A No. Again, I don't agree with that. This  
21 is based on the FERC jurisdictional  
22 interconnections, and there is a distinction because  
23 there's not a must-take obligation from a FERC  
24 jurisdictional generator. FERC -- I think we  
25 stipulated on FERC jurisdictional interconnections



1 network upgrade costs fronted by the interconnection  
2 customer and then credited back through transmission  
3 and revenue credits. Again, that's the same  
4 customer. We have two different customers here so,  
5 no, I think we're asking this Commission to evaluate  
6 something that FERC has placed in their hands which  
7 says that if this generation facility, this entire  
8 output, is being purchased by a utility in your  
9 state, you have the authority to make the decision  
10 on what you want to do with cost allocation.

11 So I feel like that is this Commission's  
12 decision and I'm not asking them to rule against  
13 anything that FERC has said; I think it would be  
14 just the opposite. If you read my testimony, we  
15 have covered a lot of territory in the FERC world,  
16 and I'd ask the Commission to stay out of what's in  
17 FERC world, but to evaluate and rule on what is in  
18 their world.

19 Q I believe your testimony took us into the  
20 FERC world, partly, Mr. Vail. But the question is a  
21 direct one: are you asking this Commission to  
22 directly assign network upgrades associated with an  
23 interconnection agreement for a QF to the  
24 interconnecting QF and not provide for reimbursement  
25 the way FERC would for a FERC jurisdiction?

1           A       Yeah. Again, I think we have been pretty  
2 clear on this. When we have looked at the network  
3 resource interconnection study, we are looking at a  
4 deliverability component of this. Now, I want to  
5 caution this and we haven't talked a lot about this  
6 yet, but there is still another step. Even with a  
7 network resource interconnection study, we still  
8 have to go and do a transmission service request  
9 study, and that transmission service request study  
10 gets much more specific about what it's studying. I  
11 think I mentioned in my summary a little bit that  
12 now you're talking more specific generation over a  
13 specific path and how are you going to deliver that  
14 to load. And, so, there can be additional  
15 transmission network upgrades that are over and  
16 above the interconnection deliverability network  
17 upgrades that come out of the transmission service  
18 request study.

19                   And I would argue then that ESM would be  
20 responsible for the additional facilities that were  
21 identified in the transmission service request  
22 study, but the connecting generator in this case  
23 would be responsible for the network upgrades  
24 required in the interconnection study phase.

25           Q       And just so the Commission isn't misled by

1    what you just said, everything we read from Order  
2    2003A just now relates to interconnection, not  
3    transmission service, right?

4           A     Yes. That's correct for FERC  
5    jurisdictional interconnection.

6           Q     And although you go around it, but it's  
7    clear now, and I won't ask it again --

8           A     I want to be clear. I'm not going around  
9    it. Really, I'm not going around it. The language  
10   here is very --

11                   MR. DODGE: May I? I'll try and quit  
12   editorializing and I'll ask him so I can just ask a  
13   question directly.

14   BY MR. DODGE:

15           Q     I'm pretty sure you have just made it  
16   clear that the Commission should impose on a QF  
17   interconnection customer the cost of network  
18   upgrades without reimbursement -- not like how FERC  
19   does it for FERC jurisdictions. I'm not going to  
20   ask you to repeat that. If I got it wrong in your  
21   answer, you can tell me. Are you familiar with how  
22   Oregon has chosen to deal with that issue?

23           A     Somewhat familiar. Again, not being a  
24   lawyer I'm not completely familiar, but obviously we  
25   have to process generation interconnection requests

1 in the state of Oregon, but I don't have any of it  
2 in front of me.

3 Q And is it not correct that Oregon has  
4 adopted either a rule or an order that says for QF  
5 interconnections, the QF customer will pay it,  
6 subject to reimbursement?

7 MS. LINK: I have an objection. I  
8 would like Mr. Dodge to provide something that shows  
9 that that's what the Oregon Commission actually  
10 held.

11 MR. DODGE: Right now I'm just asking  
12 him if he's familiar with that.

13 MS. LINK: But you're representing  
14 that that's what the Oregon Commission --

15 MR. DODGE: No, I'm asking him if  
16 he's aware that that's the case. Are you telling me  
17 it isn't the case?

18 MS. LINK: It is not the case.

19 BY MR. DODGE:

20 Q Tell me what your understanding is.

21 A To the best of my knowledge, that's not  
22 the case.

23 Q To the best of your knowledge, what is  
24 that requirement in Oregon?

25 A Again, I wouldn't be able to quote it

1 specifically, but if the interconnection -- there  
2 are deliverability interconnection costs that are  
3 identified in that interconnection study, the QF  
4 would be paying for those facilities.

5 Q Let me then leave that subject for now,  
6 and let me move to a slightly different one.

7 COMMISSIONER LEVAR: Let me just ask  
8 you, if we're changing subjects, is this an  
9 appropriate place to recess for the day and  
10 reconvene cross-examination in the morning? Is  
11 there any objection from anybody in the room about  
12 doing that?

13 MS. LINK: Do you only have a few  
14 minutes or --

15 MR. DODGE: I still have a lot.

16 MS. LINK: Then there's no objection.

17 COMMISSIONER LEVAR: We will be in  
18 recess until 9:00 a.m. tomorrow morning when we will  
19 continue with Mr. Dodge's cross-examination of  
20 Mr. Vail.

21 (The hearing was recessed at 6:00 p.m.)

22

23

24

25

REPORTER'S CERTIFICATE

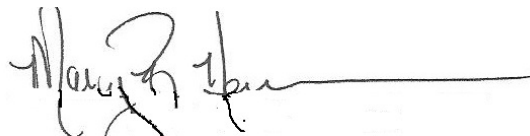
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I, Mary R. Honigman, a Registered Professional  
Reporter, hereby certify:

THAT the foregoing proceedings were taken before  
me at the time and place set forth in the caption hereof;  
that the witnesses were placed under oath to tell the truth,  
the whole truth, and nothing but the truth; that the  
proceedings were taken down by me in shorthand and  
thereafter my notes were transcribed through computer-aided  
transcription; and the foregoing transcript constitutes a  
full, true, and accurate record of such testimony adduced  
and oral proceedings had, and of the whole thereof.

I have subscribed my name on this 17th day of  
October, 2017.



Mary R. Honigman  
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