

**In the Matter Of:**

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

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

*October 06, 2017*

*Job Number: 401469*

1 BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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

17

18 HEARING PROCEEDINGS

19

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

24

25 DATE: Friday, October 6, 2017

TIME: 9:00 a.m.

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

Job No. 401469

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1 E X H I B I T S

2 GLEN CANYON SOLAR:

3 EXHIBIT NO.	DESCRIPTION	PAGE
4 GCS Cross No. 6	Excerpt of Order from the Public Utility Commission of Oregon	5

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1 PROCEEDINGS

2 COMMISSIONER LEVAR: Good morning.

3 We're back in Public Service Commission Dockets

4 17-035-26, 17-035-28, and 17-035-36. And when we

5 ended yesterday, I think we're ready to continue

6 cross-examination by Mr. Dodge of Mr. Rick Vail.

7 And Mr. Vail, you're still under oath from yesterday

8 so I think we'll just continue with Mr. Dodge.

9 CROSS-EXAMINATION (Continued)

10 BY MR. DODGE:

11 Q Good morning, Mr. Vail. I believe

12 yesterday's testimony and questions highlighted

13 some, I guess, disagreements about whether it would

14 be reasonable to saddle a QF customer with network

15 upgrades without reimbursement. I think we walked

16 through the FERC rule on that, and then we discussed

17 briefly the Oregon approach. Did you have an

18 occasion overnight to either look or discuss how

19 Oregon handles network upgrades?

20 A So I did not look at anything, but I had a

21 quick conversation on it.

22 Q Let me hand you what I'll ask to have

23 marked as Glen Canyon Solar Cross No. 6.

24 (Glen Canyon Solar Cross Exhibit No. 6 marked.)

25 MS. LINK: Chair, I don't mean to

1 interrupt, but I guess I'm wondering where Mr. Dodge  
2 is going with this line of cross. I didn't  
3 interrupt or object yesterday, but the question of  
4 whether or not network upgrade costs can be assigned  
5 to a QF is not at issue in this docket; it's at  
6 issue in our Declaratory Ruling Request.

7 COMMISSIONER LEVAR: I'm sorry.

8 MS. LINK: It's not at issue in this  
9 docket.

10 MR. DODGE: If I may, I beg to  
11 disagree. There's been significant discussion about  
12 the reimbursement requirement and the fact that the  
13 Company's position is that that ought to be solely  
14 on the QF.

15 MS. LINK: And you have stated  
16 repeatedly that your only request in this docket is  
17 for your interconnection to be studied in a certain  
18 way.

19 MR. DODGE: Our request is broader  
20 than that. It's that it be studied in a certain way  
21 that there not be a requirement for firm  
22 transportation under this context, and that network  
23 upgrades be avoided, if possible, and the  
24 consequence of not doing that is the possible risk  
25 of network upgrades being paid for by somebody. So

1 it's certainly relevant to this Commission to  
2 understand what happens if it does not go down the  
3 route we are discussing, what happens to those  
4 network upgrades.

5 MS. LINK: And, Chair, I don't mean  
6 to be argumentative, but we specifically stayed our  
7 Declaratory Ruling Request where that issue is the  
8 issue in docket so that this one could move forward  
9 first, with the understanding that that was not at  
10 issue in this docket.

11 MR. DODGE: Again, we're not asking  
12 this Commission to make a ruling on whether or not  
13 network upgrades are reimbursable. We're trying to  
14 explain to this Commission how FERC deals with that  
15 issue and how Oregon has dealt with that issue in  
16 contrast to what the Company has said they are  
17 proposing.

18 MS. LINK: We aren't proposing  
19 anything in this docket.

20 MR. DODGE: But you are proposing  
21 that, and if relief in this docket isn't granted,  
22 the consequences may be a fight over how network  
23 upgrades get reimbursed.

24 COMMISSIONER LEVAR: With respect to  
25 the objection, there was some discussion about what



1 Glen Canyon is or isn't asking for at this point,  
 2 and I think in the legal argument we'll want to  
 3 clarify the six or seven points from the Request for  
 4 Agency Action whether those -- to our knowledge,  
 5 those have not been amended or there hasn't been any  
 6 petition to amend the Request for Agency Action.  
 7 Considering that and considering the jurisdictional  
 8 issues that we're still exploring, I see some  
 9 relevance to looking at what Oregon is doing  
 10 relevant to the jurisdictional issue, so I think  
 11 we'll let this go forward.

12 MR. DODGE: This will be brief.  
 13 Thank you, Mr. Chairman.

14 BY MR. DODGE:

15 Q If you'll look, Mr. Vail, at the excerpt  
 16 that I have handed you from the Public Utility  
 17 Commission of Oregon. Are you familiar with this  
 18 order? It's a very lengthy order, and I only copied  
 19 a couple of pages.

20 A I have not read this order. Again, I  
 21 would say as it's my responsibility in transmission,  
 22 I am familiar with how we've implemented our  
 23 understanding of this order.

24 Q If you'll look on the second page of this  
 25 exhibit, which is page 3 of the Order, under the

1 words "Commission Disposition," the last sentence.  
 2 I'm going to read it and ask you is this your  
 3 understanding of what the Oregon Commission ordered.  
 4 "For this reason, we conclude that Article 11.4,"  
 5 and I'll pause there and indicate that 11.4 was a  
 6 section in -- is a section PacifiCorp's LGIA, form  
 7 LGIA, for FERC jurisdictional interconnections that  
 8 require reimbursement, correct of network upgrades?

9 A I guess what would be helpful is if I had  
 10 what the LGIA form was at that time.

11 Q Are you familiar with the current form of  
 12 the LGIA that includes that section for  
 13 reimbursement?

14 A Yes.

15 Q Will you accept, subject to check, that  
 16 the reference there to Article 11.4 was a reference  
 17 to that part of the LGIA that was at least in effect  
 18 as of the date of this order?

19 A Subject to check, yes.

20 Q "For this reason, we conclude that Article  
 21 11.4 should be modified such that Interconnection  
 22 Customers are responsible for all costs associated  
 23 with network upgrades unless they can establish  
 24 quantifiable system-wide benefits, at which point  
 25 the Interconnection Customer would be eligible for

1 direct payments from the Transmission Provider in  
2 the amount of the benefit." Did I read that  
3 correctly?

4 A Yes.

5 Q In contrast to FERC, which presumes that  
6 all network upgrades are beneficial to the entire  
7 system, the Oregon Commission put a burden on the  
8 interconnecting customer to demonstrate that and if  
9 so, they're entitled to reimbursement, correct?

10 A That would by my understanding, yes.

11 Q As your counsel indicated, that was raised  
12 by PacifiCorp in a different docket that is not  
13 before us. But do you accept the notion that if  
14 there's a way to avoid network upgrades in the first  
15 place -- avoiding the risk of anyone having to pay  
16 for it, either the interconnection customer or  
17 PacifiCorp Transmission's other customers -- is  
18 perhaps a preferable way to handle things if there's  
19 a way to do that?

20 A That seems somewhat of a hypothetical. I  
21 would say if -- and it is a big if -- if there's the  
22 opportunity to avoid the network upgrades, that  
23 would make sense.

24 Q Mr. Vail, is there anything in the OATT  
25 that specifically requires that an interconnection

1 study be performed before a transmission service  
2 study?

3 A I'm not sure that there's anything that  
4 dictates that the interconnection study must be  
5 performed first.

6 Q So let me ask you a hypothetical. Let's  
7 say here PacifiCorp merchant had submitted a  
8 transmission service request and asked for a study  
9 of a resource at this site and had indicated in that  
10 context that it intended to use its existing  
11 transmission rights and that it wanted PacTrans to  
12 study this with all available transmission  
13 considered, including the possibility of redispatch  
14 under the NOA. Could that -- had that happened,  
15 hypothetically, is it conceivable that the study  
16 would have concluded that network upgrades would not  
17 be required for that transmission service request?

18 A So there's probably two answers to that.  
19 But if we look at it in this example, I think as I  
20 explained yesterday, so even if a transmission  
21 service request were to come in, in this particular  
22 case, there are not enough designated network  
23 resources behind the constraint of where this  
24 project is being sited that you could exercise NOA  
25 and live within your existing rights.

1           The second piece of that -- and I think I  
2   talked at length about how specific that NOA  
3   Amendment is and what it allows PacifiCorp  
4   Transmission to do in granting DNR status -- you  
5   know, one key piece to that, again, is that a  
6   qualified facility has to be contributing to the  
7   constraint in that area for the NOA to even apply or  
8   be exercised. So, again, I don't know how that  
9   transmission service request study would be able to  
10   exercise or utilize the NOA and live within the  
11   existing rights.

12           **Q     Explain for us then, if you will, how it**  
13   **is that PacifiCorp intends to connect and grant DNR**  
14   **status to the Wyoming Wind resources given**  
15   **constraints beyond Bridger? How will they do that?**

16           MS. LINK: Objection. Assumes facts  
17   not in the record. You have not established that we  
18   intend to seek DNR status for Wyoming Wind.

19           MR. DODGE: I'll withdraw the  
20   question and try to lay that foundation.

21   BY MR. DODGE:

22           **Q     It is PacifiCorp's intent to request DNR**  
23   **status for its Wyoming wind resource? The proposed**  
24   **Wyoming Wind resource?**

25           A     I guess I would step back here and say

1     that right now, there's been some study work done in  
2     regards to potential resources that will end up  
3     being interconnected in Wyoming. We do have an RFP  
4     out, so we don't know all of the exact resources  
5     that are going to come out of that RFP. So there  
6     will be updates or adjustments based on the  
7     resources that ultimately get selected in that. So  
8     it's very difficult for me to answer that without  
9     understanding what resources ultimately are  
10    selected.

11           **Q     Let's start -- you know what your**  
12    **benchmark resources are going to be, do you not?**

13           A     We've submitted benchmark resources is my  
14    understanding. And I guess I would step back one  
15    further step. You know, the RFP is not in my area  
16    of responsibility. I can try to talk to it from the  
17    transmission standpoint, but I'm certainly not an  
18    expert on the RFP and how we go to market on it, so  
19    I want to preface it with that.

20           **Q     I understand that. I'm just asking what**  
21    **you know. Is the RFP requiring PacifiCorp -- excuse**  
22    **me -- bidders, or PacifiCorp's own benchmarks, to**  
23    **request an NR-only interconnection?**

24           A     So to the best of my knowledge, I believe  
25    the majority of them are or have existing studies

1 that are both in ER and an NR, to the best of my  
2 knowledge, subject to verification.

3 Q So let's assume -- let's deal with your  
4 benchmarks. Let's assume that you have a benchmark  
5 resource that has an interconnection study either  
6 done or underway as an NR or an ER. And let's  
7 assume that even with the building of the new  
8 segment D2 of the transmission line, once energy  
9 delivered to that line gets to Bridger, there are no  
10 upgrades planned beyond Bridger, east of Bridger,  
11 correct, in connection with this project?

12 A So under EV 2020 right now, the plan is to  
13 build segment D2, which goes basically from the  
14 Anticline substation in Wyoming to the Jim Bridger  
15 plant, and then there's additional 230 kV upgrades  
16 in the Wyoming area.

17 Q And, again, that will allow power to move  
18 along that segment of the line to Bridger, but how  
19 is the Utility planning to deal with congestion at  
20 Bridger in light of the fact that you're not  
21 building additional available transfer capability or  
22 capacity beyond there?

23 A So, again, I would say this is obviously,  
24 at this point, somewhat of a hypothetical. I am not  
25 in charge of how our resources are dispatched. My

1 responsibility is within the transmission system,  
2 so, I mean, again, it's very difficult for me to  
3 answer on exactly how those are going to be  
4 redispatched.

5 Q Did you not offer testimony in the 40  
6 docket before this Commission, saying that you would  
7 use redispatch of resources, redispatch of Bridger  
8 and other resources, as needed to deal with the new  
9 wind?

10 A And that is certainly an option that is  
11 available. Yes, it is an option that would be  
12 available.

13 Q So the intent is not to require your  
14 benchmark resources -- well, let me back up. If  
15 your benchmark resources did an NR-only  
16 interconnection study request, that request would  
17 indicate a need for new transfer capability, not  
18 just to Bridger, but beyond to get it to load. Is  
19 that not correct?

20 A I'm sorry. Could you ask it one more  
21 time?

22 Q If your network resources had asked for a  
23 network resource integration study only, no ER, in  
24 order to connect to that new transmission line, your  
25 study in that context would indicate not only the



1    need for the D2 segment, but the need for segments  
2    beyond that to deliver the power to your actual  
3    loads. Is that not accurate?

4           A     So, again, I would step back. When we are  
5    talking about a network resource interconnection  
6    study, it's important to understand that you are  
7    looking at the aggregate of the generation to the  
8    aggregate of load, and in that interconnection study  
9    we are not studying specific generators being able  
10   to deliver to specific load. So, again, in that  
11   case, you're looking at it on the aggregate. We're  
12   not looking at the specificity of each of those.

13          Q     Precisely. And if you assume Hunter is  
14   dispatched at its full capacity -- excuse me. If  
15   you assume Bridger is dispatched at its full  
16   capacity, which you must do in a network integration  
17   study, and you add a new resource being studied --  
18   let's say a 250-megawatt wind resource that connects  
19   to the new D2 segment -- and you add that  
20   250 megawatts in with all of the resources  
21   dispatched at maximum, it would indicate a need for  
22   additional transmission upgrades east of Bridger, or  
23   south of Bridger, would it not?

24          A     Again, without seeing the study for that,  
25   it's very difficult for me to answer that question.

1 I'm not sure how to answer it. It has not been  
2 studied.

3 **Q You've studied requests west of Bridger**  
4 **without the new transmission and have indicated the**  
5 **entire Gateway West and Gateway South projects must**  
6 **be built. What would change with this to get it**  
7 **beyond Bridger?**

8 A Again, it's important to understand one of  
9 the issues that we have in the eastern Wyoming  
10 transmission system right now is we have a number of  
11 voltage stability issues in that area. In essence,  
12 we have a lot of generation and there's basically  
13 two 230 kV lines that come out of Wyoming. So we're  
14 in a situation right now where, regardless of  
15 transfer capability, we are unable to even plug new  
16 generation into that area. We're approaching that  
17 point where we cannot plug generation into the  
18 system. The segment D2 allows you then to plug that  
19 additional generation into the system, and so now  
20 you also have to come back to where is your  
21 long-term transmission plan? The Energy Gateway  
22 segments have been in the plan for a long time, so  
23 what you'll see on a number of those studies is that  
24 even just to be able to connect -- I'm not talking  
25 about a deliverability analysis here that either

1 Gateway West or Gateway South would be required --  
 2 we need additional transmission line into that area  
 3 just to plug resources into the system. And so the  
 4 studies you are referring to typically point out  
 5 either Gateway South or Gateway West being required  
 6 in that study. And, again, you'll even -- you'll  
 7 see that on both sides, the ER and NR side as well.

8 Q But there is no reason to suspect that  
 9 adding the D2 segment will increase deliverability  
 10 beyond Bridger. And, in fact, your testimony in the  
 11 other docket is that you will need to redispatch  
 12 Bridger in order to move those wind resources to  
 13 load in many hours. Is that not an accurate  
 14 summary?

15 A That is accurate, yes.

16 Q You're aware that FERC regulations allow  
 17 assessment of interconnection costs to a QF but  
 18 only on a non-discriminatory basis?

19 A I'm sorry. What was that question again?

20 Q Are you aware that FERC regulations that  
 21 allow assessment of interconnection costs to QFs  
 22 allow it only on a non-discriminatory basis? And I  
 23 can show you the reg.

24 A I would agree with that.

25 Non-discriminatory. Absolutely.

1           Q     Can you confirm that each of the Company  
2 benchmarks that it intends to bid into the Wyoming  
3 RFP are being studied by PacifiCorp Transmission or  
4 has been asked to be studied by PacifiCorp  
5 Transmission as an NR and ER, or only as an ER?

6                   MS. LINK: Objection. Are you  
7 assuming that the queue numbers identified by  
8 Mr. Moyer are benchmark resources?

9                   MR. DODGE: I'm asking him --  
10 whatever they are, but I will hand him this queue  
11 and ask him which one are the benchmarks.

12                  MS. LINK: We can't do that, that's  
13 confidential.

14                  MR. DODGE: And so I would ask that  
15 the Commission clear the court and the hearing room  
16 of anyone that can't hear that. It's certainly not  
17 confidential from this Commission.

18                  MS. LINK: No, it's just that we have  
19 not identified -- we've identified the benchmark  
20 projects publicly, but we have not coordinated that  
21 to the queue number at this point. I have  
22 permission to confidentially release that from the  
23 actual interconnection customer, but only on a  
24 confidential basis. I didn't go there yesterday  
25 because I didn't want to go into confidentiality.

1 MR. DODGE: It's Ms. Link that's  
2 trying to connect it to some queue numbers. My  
3 question is a generic one: can you confirm that each  
4 of the benchmarks has been asked to be studied only  
5 as an ER in some cases, or as an NR/ER in the other  
6 cases? If he can't confirm that, I'll hand him the  
7 queue and ask him which of the benchmarks and we can  
8 see whether it's been an ER or an ER/NR.

9 MS. LINK: Mr. Vail, are you capable  
10 of answering that question? Do you know them by  
11 number?

12 THE WITNESS: I do not know them by  
13 number. I would need each of the requests to  
14 understand what was asked. And we have like a  
15 thousand --

16 COMMISSIONER LEVAR: Let me get a  
17 clarification at this point. At this point, is the  
18 objection a confidentiality objection?

19 MS. LINK: It's an objection to if he  
20 goes there, then it needs to be confidential, which,  
21 he can go there and it can be confidential. It's  
22 also an objection, again, that he's going on about,  
23 you know, network upgrade costs and whether they're  
24 ER, NR, and, you know, the benchmark resource were  
25 in the queue before they were benchmark resources.

1 So whether or not they were ER or NR is irrelevant.

2 But we can continue if you would like to continue.

3 MR. DODGE: May I respond to that?

4 It's not irrelevant because one of the core aspects  
 5 of our claim here is that this company is overtly  
 6 discriminating against this QF because it's  
 7 insisting upon an NR-only study and refusing to  
 8 consider any operational options to accommodate the  
 9 energy, like redispatch, as they're doing in  
 10 Wyoming. And I think it's relevant to know that  
 11 each and every one of the Company benchmarks -- and  
 12 I know which ones they are, too, because of  
 13 confidential stuff I can't disclose here -- but I  
 14 think it's important that if this witness knows it,  
 15 he should be allowed to say yes, it's true, each of  
 16 the benchmarks that we've identified for the RFP has  
 17 been asked to be studied either as ER only or ER/NR.  
 18 If he can't answer that -- I guess I'm going to say  
 19 if your VP of transmission can't answer it, who can?  
 20 But I think I'm entitled to ask that question.

21 COMMISSIONER LEVAR: With respect to  
 22 the general issue, I don't think I'm prepared to  
 23 discontinue this line of questioning. If there's a  
 24 way that confidential information can be put in  
 25 front of Mr. Vail for him to answer the question

1 without answering it with confidential  
 2 information -- I don't know if that's possible.  
 3 Obviously, if his answers are going to have to  
 4 disclose confidential information, we have to have a  
 5 motion to close the hearing and we'd have to make a  
 6 finding. But if there's a way that that material  
 7 can be put in front of him not entered as an exhibit  
 8 into the record and if he can answer the question  
 9 without disclosing -- and I don't know if that's  
 10 possible, so I'm going to ask both of you, is that a  
 11 possible way to handle that question?

12 MS. LINK: Can I talk to Mr. Dodge  
 13 for a second and see which queue numbers he believes  
 14 are benchmarks?

15 COMMISSIONER LEVAR: Should we take a  
 16 brief recess or sit here while your talk?

17 (A brief discussion was held between Ms. Link and  
 18 Mr. Dodge.)

19 MR. DODGE: I think we're prepared to  
 20 proceed, Mr. Chairman, and I think we can do it  
 21 without getting into confidential information. The  
 22 question is -- and I shouldn't refer to queue  
 23 numbers, right?

24 MS. LINK: Correct.

25 BY MR. DODGE:

1           Q     Can you confirm -- and I guess I'll start  
2     here with -- just three of the Company's benchmarks  
3     that are essentially 250-megawatt projects, wind  
4     projects, have been requested to be studied to this  
5     point only as ER interconnections?

6           A     So again, without seeing the actual  
7     studies, I am not a hundred percent sure. To the  
8     best of my knowledge that I can recall, they were  
9     studied as ER/NR. But, again, without having what  
10    the request is or the study, I need to be able to  
11    verify that.

12                   MS. LINK: For the Commission's  
13    benefit, I'm willing to stipulate that those  
14    requests were ER only, if Mr. Dodge is willing to  
15    stipulate that those interconnection requests were  
16    submitted before they were identified as benchmarks.

17                   COMMISSIONER LEVAR: Do you agree  
18    with that stipulation?

19                   MR. DODGE: Certainly. Yes. They  
20    were submitted some time back as ER  
21    interconnections.

22    BY MR. DODGE:

23           Q     In any event, without belaboring it, you  
24    agree that PacifiCorp's plan is not to complete  
25    Gateway South and West, all segments, in order to



1     **accept and utilize the Wyoming Wind projects that**  
 2     **it's proposing?**

3           A     So, again, to clarify that, from an energy  
 4     vision 2020 standpoint, we are looking right now at  
 5     building only the segment from Aeolus substation to  
 6     Bridger. And, at this time, we have not identified  
 7     when the additional segments of Energy Gateway will  
 8     be built.

9           Q     If I ask this question, I'll apologize and  
 10    let Counsel object or you tell me you have answered  
 11    it, but I believe you have confirmed that your RFP  
 12    does not require an NR-only interconnection. Is  
 13    that accurate?

14          A     I believe that is accurate, yes.

15                   MR. DODGE: Thank you. I'd like to  
 16    move the admission of all of Glen Canyon Solar's  
 17    Cross-Examination Exhibits, 1 through 6, at this  
 18    time.

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

22                   MR. DODGE: I have no further  
 23    questions. Thank you.

24                   COMMISSIONER LEVAR: Thank you.  
 25    Mr. Jetter, do you have any cross-examination for

1 Mr. Vail?

2 MR. JETTER: I have no questions.

3 Thank you.

4 COMMISSIONER LEVAR: Thank you.

5 Ms. Link, any redirect?

6 MS. LINK: Yes, please.

7 REDIRECT EXAMINATION

8 BY MS. LINK:

9 Q Good morning, Mr. Vail. Mr. Dodge was  
10 asking you some questions about the interconnection  
11 queue.

12 A Yes.

13 Q And, just to clarify, he seems stunned  
14 that you wouldn't be able to identify, by queue  
15 number, specific projects. Could you please tell me  
16 how many megawatts of projects are currently in the  
17 interconnection queue?

18 A I think I have those exact numbers in my  
19 testimony, but we're over 5,000 megawatts worth of  
20 interconnection requests in the queue, and the  
21 number is somewhere in the neighborhood of probably  
22 900 active queue requests at this time.

23 Q Thank you. And he also was asking you  
24 some questions about the new wind projects in  
25 western Wyoming, correct?

1 A Correct.

2 Q And for the purposes of the IRP, the  
3 economic analysis examined whether or not -- the  
4 economic analysis showed that building the D2  
5 segment, the Aeolus to Bridger/Anticline segment of  
6 Energy Gateway, plus the addition of approximately  
7 \$1,100 megawatts of new wind allowed us to build  
8 much needed transmission with very minimal impact to  
9 our customers, correct?

10 A Yes, that's correct.

11 Q And as you stated, we need D2 today to  
12 even interconnect any new project behind the  
13 (inaudible).

14 A And I think I went through what our  
15 situation was in Wyoming today. Getting another  
16 transmission segment into that area is critical in  
17 order to continue further development of resources  
18 in that area.

19 Q And what the IRP identified is we need it  
20 today and --

21 MR. DODGE: I'm going to object. I  
22 have been fairly tolerant, but this is very leading  
23 testimony of her own witness. I think she should  
24 allow Mr. Vail to answer.

25 MS. LINK: That's fine.

1 BY MS. LINK:

2 Q And he asked you questions about  
3 potentially redispacting in order to allow the new  
4 wind to move; is that correct?

5 A Yes.

6 Q And since the new wind projects have not  
7 yet been identified, have any transmission service  
8 requests been submitted for those projects?

9 A No. We have not received any transmission  
10 service requests for the new projects.

11 Q And if -- PacifiCorp Transmission wouldn't  
12 make the decision about whether or not to use the  
13 NOA Amendment to redispact, would they?

14 A No. So, again, as I mentioned yesterday,  
15 that NOA Amendment is very specific in detail, and  
16 what it would be is a request from ESM during the  
17 transmission service request process to request an  
18 analysis of generation displacement in that specific  
19 area. So, no, we have not received that request  
20 yet.

21 Q And if ESM -- based on your previous  
22 testimony, if ESM chose to invoke the NOA Amendment  
23 in the transmission service request for the new  
24 wind, based on your previous testimony, why would  
25 that be appropriate in that particular location?

1           A     Again, we talked about that a little bit  
2     yesterday. In order to be able to exercise the  
3     specific requirements of the NOA Amendment which,  
4     again, states that you can -- it allows PacifiCorp  
5     Transmission to assign DNR status to a resource in  
6     an area that's constrained and that a QF is  
7     contributing to that constraint -- but you need  
8     enough resources, you need a number of resources in  
9     that area in order to be able to back down or  
10    displace that -- again, it's somewhat unique in that  
11    you have to have enough resources in that area to be  
12    able to displace -- in order to accommodate the new  
13    request.

14           Q     And, as Mr. Dodge noted, there are QF  
15    studies behind that of QFs behind that constraint,  
16    correct?

17           A     Yes.

18           Q     And has PacifiCorp Transmission attempted  
19    in those interconnection studies to require a QF to  
20    pay the cost of building the D2 segment?

21           A     No. Again, the assumptions in those  
22    studies have been that, you know, Gateway South or  
23    Gateway West would need to be built, as I mentioned  
24    earlier, just to be able to connect to that area.  
25    The system -- we need additional transmission just

1 to plug in at this point.

2 Q Will the D2 segment allow -- it will allow  
3 up to how many megawatts of new projects to  
4 interconnection?

5 A So in our preliminary studies from a  
6 transmission standpoint, we are assuming  
7 approximately 1,270 megawatts of additional wind  
8 resources could be plugged into the system with the  
9 addition of the D2 segment.

10 Q And I'm going to move on to some questions  
11 that Mr. Dodge was asking you about interconnection  
12 costs. Do you recall those questions in general?

13 A Yes.

14 Q And it included Mr. Dodge asking you  
15 some -- saying that qualifying facilities are only  
16 required to pay for interconnection costs, correct?  
17 Do you recall that?

18 A I do.

19 Q And do you recall Mr. Dodge then moving on  
20 to the definition of interconnection facilities?

21 A Yes, I do.

22 Q I would like to look at order 2003A -- I  
23 mean 2003, which you were handed earlier. And  
24 Mr. Dodge used an excerpt from 2003 during those  
25 questions. Do you recall that?

1           A       Yes, I do.

2                       MS. LINK: I'm going to move to  
3 something else while we locate that. Commissioners,  
4 this is -- we're handing out a copy of Part 292 of  
5 the Code of Federal Regulations, regulations under  
6 sections 201 and 210 of the Public Utility  
7 Regulatory Policies Act of 1978. And I'm going to  
8 direct you to page 2 of the exhibit, page 875 on the  
9 actual paper. And I used this yesterday in  
10 cross-examination but didn't have a copy so we  
11 brought copies today.

12 BY MS. LINK:

13           Q       **Mr. Vail, could you tell us whether this**  
14 **definition means that interconnection costs for a QF**  
15 **can include network upgrades?**

16                       MR. DODGE: I'm going to object. I  
17 don't know if this witness is competent to say what  
18 that means. He can give his reading on it.

19 BY MS. LINK:

20           Q       **Why don't you go ahead and just read it**  
21 **into the record?**

22                       THE WITNESS: "Interconnection costs  
23 means the reasonable costs of connection, switching,  
24 metering, transmission, distribution, safety  
25 provisions, and administrative costs incurred by the

1 electric utility, directly related to the  
2 installation and maintenance of the physical  
3 facilities necessary to permit interconnected  
4 operations with a qualifying facility, to the extent  
5 such costs are in excess of the corresponding costs  
6 which the electric utility would have incurred if it  
7 had not engaged in interconnected operations, but  
8 instead generated an equivalent amount of electric  
9 energy itself or purchased an equivalent amount of  
10 electric energy or capacity from other sources.  
11 Interconnection costs do not include any costs  
12 included in the calculation of avoided costs."

13 **Q As you can see in this definition, it**  
14 **includes the cost of transmission and**  
15 **interconnection costs for a QF, correct?**

16 **A Yes, that's what it states.**

17 **Q Thank you. And now back to Order 2003,**  
18 **paragraph 753. Towards the end of this paragraph it**  
19 **states, "The interconnection studies to be performed**  
20 **for energy resource interconnection service would**  
21 **identify the interconnection facilities required, as**  
22 **well as the network upgrades needed to allow the**  
23 **proposed generating facility to operate full**  
24 **output." Do you see that?**

25 **A I do.**



1           Q     So even in an NR interconnection study,  
2     network upgrades required for the interconnection  
3     are identified, correct? Are they?

4           A     For both ER and NR, network upgrades would  
5     be identified.

6           Q     Thank you. And you included the system  
7     impact study for the Glen Canyon projects as an  
8     exhibit to your testimony, correct?

9           A     I believe it was on the surrebuttal. I  
10    think it was on surrebuttal.

11          Q     Yes. Exhibit RMP RAV-1SR.

12          A     Okay. I'm there.

13          Q     And the costs included in the ER -- this  
14    was when the project was a larger 240-megawatt  
15    project, correct?

16          A     Yes. So this is a Large Generation System  
17    Impact Study Report and, at the time, I believe this  
18    is a FERC jurisdictional interconnection request.  
19    And this request, I believe, was for 240 megawatts  
20    of new generation.

21          Q     And was this request studied as just ER?

22          A     No. This was studied both ER and NR.

23          Q     And on page 12 of the study, there's a  
24    summary of the costs for an ER interconnection. Can  
25    you turn to that page?

1           A       I am there.

2           Q       Can you tell us whether any network  
3   upgrades were included in those costs?

4           A       So if you're looking at page 12 there,  
5   roughly \$3.9 million are direct-assign facilities,  
6   and in the balance at the end of page 12 are the  
7   network upgrade costs. And if you turn to page 13,  
8   you can see the total of \$11.8 million estimated  
9   cost for network upgrades.

10          Q       Mr. Dodge reviewed the definition of  
11   interconnection facilities versus network upgrades  
12   with you. Do you recall that testimony?

13          A       Yes, I do.

14          Q       Is it your understanding that that  
15   definition is related to the location of the  
16   facilities? Is based on the location of the  
17   facilities?

18          A       I guess, again, to my understanding, the  
19   interconnection facilities would be those facilities  
20   required up to the point of interconnection, and  
21   then network upgrades would be at or beyond the  
22   point of interconnection.

23          Q       But the definition is not related to the  
24   type of service that those are required for,  
25   correct?

1           A     That's correct. Whether it's ER or NR  
2     would not make a difference.

3           Q     Thank you. Or interconnection service or  
4     transmission service, would it make a difference  
5     there?

6           A     No, it would not.

7           Q     Mr. Dodge also asked you a series of  
8     hypotheticals around what would happen if a  
9     different type of generator was trying to  
10    interconnect where the Glen Canyon projects are  
11    trying to interconnect. Do you recall that?

12          A     There were a couple of hypotheticals we  
13    walked through.

14          Q     And I believe he was asking you if the APS  
15    contract did not exist and Energy Supply Management  
16    were to try to site a facility where Glen Canyon is  
17    attempting to site a facility, he asked some  
18    hypotheticals around whether that 95 megawatts of  
19    transmission could be used to move that ESM  
20    facility. Do you recall that testimony?

21          A     Yes.

22          Q     And you stated, I believe, if this is a  
23    fair summary of your testimony, that ESM -- it  
24    depended on a lot of factors, but theoretically once  
25    the APS contract was gone, the new ESM facility

1 would be able to move its power using that  
2 95 megawatts, in theory?

3 A Okay. In theory, yes.

4 Q Is that a -- would that also be true if  
5 that facility were a QF and the APS contract were  
6 not there?

7 A So, again, I think you have to walk  
8 through --

9 Q All else being equal, if it was just a QF  
10 instead of an ESM facility under the same --  
11 essentially, what that would mean from -- that  
12 hypothetical would mean that there's 95 megawatts of  
13 available transfer capability is my understanding;  
14 is that correct?

15 A Again, assuming that there was no contract  
16 in place and those rights weren't utilized, there  
17 would be 95 megawatts of ATC.

18 Q And whether it was an ESM project or a QF  
19 project, they would be able to use those rights  
20 without the APS contracts in place?

21 A Well, we need to step back because the NOA  
22 Amendment is pretty specific in that --

23 Q We're not talking about -- I'm sorry if  
24 I'm not making the hypothetical clear, but we're not  
25 talking about the NOA Amendment. I'm going back to

1 his hypothetical where there's no other generation  
2 sitting back there, and that 95 megawatts is  
3 available because there's no contract. And let's  
4 assume for the purposes of this hypothetical that  
5 ESM has relinquished it's point-to-point rights, so  
6 that the 95 megawatts is simply available  
7 transmission capability. Whether it was ESM siting  
8 its own resource or seeking DNR status, or whether  
9 it's ESM seeking DNR status for a QF, the result  
10 would be the same, correct?

11 A That's correct. There would be  
12 95 megawatts of ATC available. That's the first  
13 step you look at in the study request, so it would  
14 not make a difference.

15 Q Sorry. I had to get back into your  
16 language. DNR status --

17 A It's the engineer in me coming out.

18 Q And today, if ESM attempted to site  
19 today -- if the Glen Canyon QF project or an  
20 ESM-owned project -- ESM's transmission service  
21 request would not include a NOA Amendment request  
22 because there are no other DNRs available to back  
23 down, correct?

24 A That's correct.

25 Q And ESM, in all likelihood, be required to

1 build the same network upgrades that were identified  
2 in the interconnection study for the Glen Canyon  
3 projects?

4 A Correct.

5 Q We're going to go to Glen Canyon's request  
6 as I understood it yesterday afternoon. So  
7 yesterday afternoon, Mr. Dodge -- it's my  
8 understanding -- stated that their request isn't  
9 anything other than studying their interconnection  
10 in a certain way. Was that your understanding of  
11 what he was saying yesterday?

12 A Yes. I think how I would phrase that is  
13 studying it with some of the principles that you  
14 would study a transmission service request with a  
15 NOA Amendment.

16 Q So is it your understanding that those  
17 principles include some form of generation  
18 redispatch?

19 A Yes.

20 Q And, in this case, is there any generation  
21 to redispatch?

22 A No. Again, as we talked about, there's  
23 not adequate resources behind this constraint in  
24 order to do that redispatch study.

25 Q And if you were ordered to study Glen

1 Canyon's interconnection in the manner which they  
2 request, would it require some assumptions around  
3 how ESM plans to use its transmission rights?

4 A Yes. We would definitely be, in essence,  
5 having to make those assumptions kind of dictating  
6 what or how ESM would use their existing rights.

7 Q Has PacifiCorp Transmission ever conducted  
8 an interconnection study, whether ER or NR, that  
9 assumed any form of generation redispatch?

10 A No, we have not. Not at all. And, again,  
11 because we walked through quite a bit yesterday that  
12 redispatch is a transmission service concept, and it  
13 belongs in the transmission service request study.

14 Q And do interconnection studies, whether ER  
15 or NR, ever make any specific assumptions about use  
16 of parties' existing transmission rights?

17 A No. Again, we look at what the available  
18 transmission capacity is and whatever rights have  
19 already been assigned, but certainly no assumptions  
20 on how those rights that people own are used.

21 Q So if the Commission ordered Glen Canyon's  
22 interconnection study to be conducted in the way  
23 they requested, it would be different than any other  
24 interconnection study you have ever conducted,  
25 correct?

1           A       That's correct. This would be the first  
2       time an interconnection study was ever looked at in  
3       that way.

4           Q       Whether QF or non-QF, correct?

5           A       Yes. Any interconnection study.

6           Q       Mr. Dodge also asked you some questions  
7       yesterday implying that PacifiCorp Transmission  
8       somehow unilaterally decided that ESM must use firm  
9       transmission to move QF power. Is it your  
10       understanding that that was a decision by  
11       PacifiCorp?

12          A       No. Again, the Pioneer Wind order came  
13       out. There were a number of comments in there in  
14       regard to you cannot treat a QF as a non-firm  
15       transmission customer, so that's a FERC ruling.  
16       PacifiCorp's responsibility is then to implement  
17       that ruling.

18          Q       And you're familiar with the FERC  
19       requirements that do not allow curtailment of QF  
20       resources?

21          A       Yes, that's correct.

22          Q       Except under two circumstances, correct?

23          A       Yes. It would be under emergency  
24       circumstances or extreme low load circumstances, are  
25       the two opportunities.



1 Q And Mr. Dodge seems to have implied that  
2 ESM could purchase the power and it could be  
3 delivered pursuant to the QF's responsibility to the  
4 point of interconnection, and then that ESM could  
5 somehow otherwise manage the power. Do you recall  
6 that line of questioning?

7 A Yes, I do.

8 Q Are you aware of any FERC precedent on  
9 what it means to otherwise manage the power?

10 A I'm not. No.

11 Q And is there a way for ESM to take the  
12 power from the point of interconnection, or to not  
13 take the power at the point of interconnection  
14 without curtailing the QF?

15 A Not to my knowledge. No.

16 Q Mr. Dodge also asked some questions around  
17 basically whether or not the system emergency  
18 curtailment provisions of FERC would apply to this  
19 QF if we allowed them to become a DNR while the APS  
20 contract is still in place. Do you recall that line  
21 of questioning?

22 A Yes, I do.

23 Q And is it your understanding that system  
24 emergencies include system emergencies intentionally  
25 caused by overscheduling?

1           A     No. And, again, you can't overschedule  
2     the line itself, so I don't know how you would be  
3     creating that emergency because you can't create  
4     schedules that would overschedule.

5           **Q     What is your understanding of a system**  
6     **emergency?**

7           A     So a system emergency would be a number of  
8     items, but the best way to look at it is if there is  
9     something happening in the system like a  
10    transmission system element or something like that  
11    is taken out of service, or even a loss of  
12    generation. And what happens is you can either get  
13    frequency issues or voltage issues, and you have to  
14    isolate what has happened in the system. And so  
15    that would be an emergency to try to avoid any kind  
16    of cascading event in the system.

17                   MS. LINK: Thank you, Mr. Vail.  
18    That's all I have.

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

21                   MR. DODGE: May I, briefly, just to  
22    clarify two points?

23                   RECROSS EXAMINATION

24    BY MR. DODGE:

25           **Q     In response to Ms. Link's questions about**

1 the use of redispatch in the Wyoming Wind context, I  
2 think you consistently went to the NOA Amendment.  
3 The NOA Amendment is QF specific, is it not?

4 A The way the NOA Amendment is stated is  
5 that it can be used for any resource as long as  
6 there is a QF contributing to the constraint.

7 Q In any event, the NOA itself allows the  
8 consideration of redispatch options, does it not?

9 A Again, I want to be very specific on what  
10 that NOA does. It allows transmission, PacifiCorp  
11 Transmission, to grant DNR status to a resource  
12 connecting behind a constraint as long as there's  
13 enough other resources to displace.

14 Q And then one last question. You indicated  
15 the issue with Glen Canyon is that there are no  
16 other DNR resources. Yesterday you confirmed, I  
17 believe, that that is other than the APS contract  
18 which is a DNR resource?

19 A Correct.

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

22 COMMISSIONER LEVAR: Did you have a  
23 follow-up?

24 MS. LINK: Just a follow-up.

25 REDIRECT EXAMINATION

1 BY MS. LINK:

2 Q Mr. Dodge asked you whether or not there's  
3 other dispatch under the NOA other than the NOA  
4 Amendment redispatch. Is there any other redispatch  
5 under the NOA that allows backdown of generation?  
6 We know that the NOA Amendment does, but does the  
7 other form of planning redispatch that's allowed  
8 under the NOA?

9 A Certainly. Again, let's step back. As  
10 under a transmission service request, you can go  
11 back to what I would call a classic planning  
12 redispatch, and that's where you try to take all of  
13 your designated network resource to serve your  
14 network load, and you could reallocate among  
15 different paths to try to create ATC.

16 Q As we talked about yesterday, I believe,  
17 with Mr. Moyer and with you, there's no other place  
18 that we know of other than the NOA Amendment where  
19 actual generation backdown is considered?

20 A That's correct.

21 Q And, then, if I may just clarify, he  
22 clarified that the APS contract is considered a  
23 designated network resource under the NOA, but when  
24 I asked you the question I said another resource  
25 that we could backdown, correct?

1           A     That is correct.

2                     MS. LINK:   Thank you.

3                     COMMISSIONER LEVAR:   Any follow-up to  
4   those questions, Mr. Dodge?

5                     MR. DODGE:   No, thank you.

6                     COMMISSIONER LEVAR:   Commissioner  
7   Clark, do you have any questions?

8   BY COMMISSIONER CLARK:

9           Q     I have a few questions.  I want to preface  
10   them by saying that I'm going to be repeating or  
11   bringing us back to some matters that have recently  
12   been discussed, but they have been discussed, in my  
13   view, more from an engineering perspective than a  
14   cost perspective.  I'd like to look at them more  
15   from a cost perspective.  And so, first, with  
16   respect to the NOA Amendment redispatch tool -- and  
17   it's used in connection with an interconnection  
18   study -- is it your position that doing that would  
19   shift costs to PacifiCorp's retail customers or  
20   third-party transmission customers?

21           A     Are we taking in this specific case or in  
22   general?  Because it does depend in this specific  
23   case, again, even if we can figure out a way.

24           Q     Relative to this case.

25           A     So even if we could figure out a way, I

1 still feel that the end result is -- without taking  
2 away long-term firm transmission rights -- that the  
3 result of this would be transmission system  
4 improvements roughly in the neighborhood of  
5 \$400 million that would then shift that cost to  
6 retail and third-party transmission customers of  
7 PacifiCorp.

8 Q I believe you were here yesterday when  
9 Mr. Moyer described three possible ways to work  
10 around the call rights that we have been discussing.

11 A I was, yes.

12 Q Are you familiar with that?

13 A I don't remember them off the top of my  
14 head, but, yes, I was in the room and did hear  
15 those.

16 Q I think one of them related to  
17 characterizing the call as an emergency condition, I  
18 think one of them related to somehow making up the  
19 power -- that is the merchant making up the power or  
20 making the power available at some different  
21 location -- and the third was selling the QF  
22 generation south rather than north. Is that  
23 roughly -- I'm not trying to be too precise and I  
24 don't think I could be too precise -- I'm trying not  
25 to misrepresent, either, what Mr. Moyer said, but if

1     **that's generally your understanding --**

2           A     It is.

3           Q     **-- would you address the potential cost**  
4     **implications of those three approaches to retail**  
5     **customers?**

6           A     I'll start with the one I'm most familiar  
7     with, and that would be the emergency call. Again,  
8     I'm not quite sure how we could make that happen.  
9     If there was a way to make that emergency call  
10    happen, then that would minimize the impacts of the  
11    costs to customers. I'm not sure how to implement  
12    it, but if there was a way to implement that, then  
13    you would not need to have the additional  
14    transmission system improvements. I will step back  
15    and say one additional thing, and that is we have  
16    been very focused on the Glen Canyon to Sigurd line  
17    because that is where the point of interconnection  
18    is. There are additional constraints in the system  
19    to be able to deliver this generation output to  
20    load, and both of those constraints would then  
21    require other kinds of generation backdown to move  
22    that load. So we have an internal cut plane north  
23    of Huntington, the Sigurd cut plane that is already  
24    completely full and subscribed to, so there's zero  
25    ATC there and so you need to get through that

1 constraint. And then we have the Wasatch South  
2 Front cut plane as well. So even if we solve the  
3 problem of getting it to Sigurd, we're still not in  
4 a position where we can deliver it to load. And so  
5 the emergency call would allow it to get to Sigurd,  
6 and then we would have to come up with a mechanism  
7 to get that power to load.

8 I'm certainly not on the energy side, so I  
9 don't know if I'm the best one to address the other  
10 two, but I'll go to number three. I'm not aware of  
11 there being a market to sell to at Glen Canyon --  
12 that could just be a lack of my knowledge -- so I  
13 don't know how to answer that other than I don't  
14 believe there's a market there, which I don't know  
15 what the results of that would be for the must-take  
16 obligation and having to be able to take that output  
17 on a firm basis. So those would be issues I think  
18 we would have to work through.

19 The last one is can we move it somewhere  
20 else? And one of the issues there is if let's  
21 assume you were to take that south, there's no  
22 market and you can't sell it, the only way to get  
23 this to be delivered anywhere else, I believe, we  
24 have to be moving it over APS's system or another  
25 third-party transmission provider system which would



1 incur additional costs and those kinds of things. I  
 2 can't put a dollar amount on that because I don't  
 3 know what's available, but that would certainly be  
 4 substantial wheeling costs to go over another  
 5 party's system to bring it back into PacifiCorp  
 6 system somewhere to serve load. But I don't know  
 7 what their transmission rights would be or what's  
 8 available, but there would certainly be costs to  
 9 customers there through a net power cost increase.

10 COMMISSIONER CLARK: That's concludes  
 11 my questions. Thank you.

12 COMMISSIONER LEVAR: Commissioner  
 13 White, do you have any questions?

14 BY COMMISSIONER WHITE:

15 Q There was some back and forth on  
 16 Ms. Link's redirect with you about whether or not a  
 17 NOA could be utilized in an interconnection study  
 18 process or just a TSR context. And it sounds like  
 19 from what you answered that is has only ever been  
 20 done in the TSR context. What directs that? Is  
 21 that just because it's never happened or is that  
 22 pursuant to your OATT, or what has been the reason  
 23 why it's only been in that context?

24 A Two reasons that I can point to are,  
 25 primarily, the FERC Order 2003 and 2003A. Again, in

1 those orders there are numerous sections where FERC  
2 is pretty specific that in an interconnection study,  
3 you can study transmission system contingencies but  
4 you don't study generation or redispatch. And so  
5 it's basically the orders and legislation that FERC  
6 has put out there on Order 2003 and 3A that give us  
7 the guidance of what large generation  
8 interconnection is and what you study and what are  
9 the processes, what are the proforma agreements. So  
10 that's what I would refer to.

11 Q If we were able to get over that hurdle, I  
12 guess, that it was not a TSR-only option, I just  
13 want to make sure -- I think I heard correctly you  
14 say the only way if you were to utilize the NOA in  
15 this load constraint or load pocket or however you  
16 want to characterize it, that you would be able to  
17 utilize the APS contract or somehow be able to use  
18 that as a resource because there's no other  
19 resource. Is that right?

20 A Yes, that's correct.

21 Q The Pioneer case and the two reasons for  
22 potential curtailment -- one being emergency, one  
23 being low load issues?

24 A That's correct.

25 Q Who makes that determination? Is that

1     **PacTrans who makes an emergency determination? Is**  
2     **that your reliability coordinator? Who actually**  
3     **makes a call on those types of issues?**

4           A     So it can be a combination. It starts  
5     with our grid operations, and now you're getting,  
6     you know -- kind of go to, first of all, NERC  
7     reliability standards. And there are a number of  
8     NERC reliability standards that give us criteria on  
9     how and what we have to do to meet the performance  
10    criteria of the system. And then it would go to  
11    grid operations, following their procedures and  
12    methodologies that we've created to make sure we're  
13    in compliance with NERC reliability standards. The  
14    next step if it was a larger system type of issue or  
15    contingency would then fall to the peak RC. So  
16    again, if it looked like it was going to, in any  
17    way, expand out past the PacifiCorp footprint, then  
18    peak RC would have the reliability responsibility  
19    for it.

20           Q     One final question. We're going back and  
21    forth between FERC jurisdictional versus non-FERC  
22    jurisdictional, but just so I'm clear, there was  
23    some discussion in the back and forth between you  
24    and Ms. Link and Mr. Dodge about what's going on in  
25    Wyoming and how things are studied at an

1 interconnection level. Is there a requirement that  
2 an interconnection study for a QF must be studied NR  
3 versus if it's a FERC jurisdictional on a QF it can  
4 be either ER or NR? Am I misunderstanding that?

5 A No, you're understanding it. Again, the  
6 basis for that is that from a QF perspective, we  
7 need to be able to serve them through firm  
8 transmission. The FERC jurisdictional, you have the  
9 option of being an as-available or firm service. So  
10 the FERC jurisdictionals do have the option of  
11 choosing ER or NR depending on what kind of status  
12 they want for their generation.

13 COMMISSIONER WHITE: I have no  
14 further questions, Chair.

15 COMMISSIONER LEVAR: Thank you,  
16 Mr. Vail. I don't have anything else, so thank you  
17 for your testimony today. Ms. Link, I think we're  
18 ready for your next witness.

19 MS. LINK: Thank you, Your Honor.  
20 Rocky Mountain Power calls Dan MacNeil to the stand.

21 COMMISSIONER LEVAR: Mr. MacNeil,  
22 even though you testified yesterday under separate  
23 dockets, we'll consider you still under oath today.

24 DIRECT EXAMINATION

25 BY MS. LINK:

1           Q     Good morning, Mr. MacNeil.  Would you  
2     please state and spell your name for the record?

3           A     Daniel MacNeil, M-a-c N-e-i-l.

4           Q     And by whom are you employed?

5           A     PacifiCorp.

6           Q     And in what capacity?

7           A     I'm a resource and commercial strategy  
8     adviser.

9           Q     And did you submit testimony in this  
10    docket?  Direct, rebuttal, and surrebuttal?

11          A     I did.

12          Q     Do you have any corrections to your  
13    testimony?

14          A     I do not.

15          Q     And if I asked you the same questions  
16    today, would your answers be the same?

17          A     Yes.

18                   MS. LINK:  I would like to request  
19    admission of Mr. MacNeil's prefiled testimony into  
20    the record.

21                   COMMISSIONER LEVAR:  If anyone  
22    objects to this motion, please indicate to me.  I'm  
23    not seeing any objections so the motion is granted.  
24    BY MS. LINK:

25          Q     Mr. MacNeil, do you have a summary for the

1     **Commission today?**

2           A     Yes.

3           **Q     Thank you.**

4           A     Thank you, Chairman LeVar, and  
5     Commissioners White and Clark, for the opportunity  
6     to testify this morning. I'm here to testify about  
7     three main issues.

8                     First, the Company calculated the avoided  
9     cost pricing for Glen Canyon QF's using the  
10    Commission-approved methodology. Second, the  
11    Company did model the Arizona Public Service Company  
12    APS Legacy Contract in Glen Canyon's avoided cost  
13    pricing. As described yesterday by Ms. Brown, APS  
14    can elect its scheduled resources across the  
15    PacifiCorp system from two locations represented in  
16    the grid model as Four Corners and Pinnacle Peak  
17    Glen Canyon transmission areas. Grids cannot model  
18    APS's optionality, so for many years, APS's rights  
19    have been reflected as a reduction to the transfer  
20    capability out of the Four Corners transmission  
21    area.

22                    Third, the Company's avoided cost pricing  
23    methodology is completely separate from the  
24    interconnection study process. Our avoided cost  
25    pricing methodology assumes a QF resource, a secured

1 interconnection, and it also includes high-level  
2 assumptions about our transmission rights -- that's  
3 ESM -- and any transmission constraints we're aware  
4 of in the merchant function capacity as ESM.

5           These assumptions are intended to produce  
6 a reasonable estimate of the cost savings of backing  
7 down other PacifiCorp resource to take the QF  
8 output. These avoided cost three modeling  
9 assumptions predate the Company's 2015 NOA  
10 Amendment. This concludes my summary.

11           MS. LINK: Thank you. Mr. MacNeil is  
12 available for cross-examination.

13           COMMISSIONER LEVAR: Mr. Dodge.

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

15           CROSS EXAMINATION

16 BY MR. DODGE:

17           Q     Mr. MacNeil, if you will look in your  
18 surrebuttal testimony on line 40 -- beginning on  
19 line 41, you indicate that the avoided cost model  
20 for Glen Canyon included PacifiCorp merchant's  
21 95 megawatts of long-term transmission capability,  
22 right?

23           A     Yes.

24           Q     And that is capability from Glen Canyon to  
25 PACE back east, right?

1           A       It's from Glen Canyon to the Utah south  
2       bubble within the grid model, but, yes.

3           **Q       Is that different from PAC East?**

4           A       It's a slightly more granular topology.  
5       Not as complex as Mr. Vail's representation in his  
6       exhibit, but it eventually gets to PAC East.

7           **Q       Thank you. And you indicated that it**  
8       **also includes historical short-term and non-firm**  
9       **reservations that's PAC has used over, I believe,**  
10      **it's a four-year period; is that right?**

11          A       Yes. Consistent with the methodology we  
12      employ in rate cases, we use a 48-month average of  
13      the various paths of non-firm and short-term  
14      transmission rights, and those are also reflected in  
15      the grid model. And just to be clear, all of those  
16      resources, all the transmission capabilities, are  
17      just a single flavor within the grid model. It just  
18      appears as the ability to move a megawatt in various  
19      directions.

20          **Q       And the short-term and non-firm**  
21      **assumptions, you indicated 20 megawatts in Glen**  
22      **Canyon A and 18 in Glen Canyon B, right?**

23          A       That's correct.

24          **Q       That's historical usage by PAC merchant,**  
25      **not availability, right?**



1           A     Those are the historical reservations  
2     made.  So, consistent with how we include long-term  
3     rights, they're the rights.  It's not how much we  
4     use but how much rights we had, so the  
5     reservations -- the non-firm and short-term  
6     reservations -- it doesn't say how much they were  
7     used, it's how much we acquired over the historical  
8     period.

9           Q     And the focus I was on is there may have  
10    been additional capability available that you didn't  
11    reserve, right?  In other words, this doesn't  
12    reflect the total transferability on any given day  
13    on a short-term basis on any path?

14          A     It does not.

15          Q     It's a historical reservation, right?

16          A     That's correct.

17          Q     On lines 86 and 87 of your surrebuttal,  
18    you indicate that the avoided cost methodology  
19    assumes a QF resource has secured an  
20    interconnection, correct?

21          A     That's correct.

22          Q     In terms of how the avoided cost model  
23    works, the interconnection assumed is more akin to  
24    an ER connection, is it not, in that it assumes  
25    redispatch of other resources and is available to

1     **offset the new load from the QF?**

2           A     It really doesn't get into that. Like I  
3     said, we don't model the different types of  
4     transmission. You know, we put the QF on the system  
5     assuming that it can be transferred across the  
6     system using the various rights within the grid  
7     model and that we are able to adjust how the  
8     generation of our system is going to be optimally  
9     and economically dispatched in order to produce a  
10    least-cost outcome for ratepayers. So whether  
11    that's an ER or NR, that's not really something that  
12    we evaluate within the grid model.

13          Q     And on lines 121 to 124 in a discussion  
14    about trapped energy, you say, beginning on line  
15    121, "It is likely that undeliverable output would  
16    occur under a range of conditions and the net impact  
17    on the avoided cost price would be small,  
18    particularly if the undeliverable output were a  
19    small portion of the total hours during the life of  
20    the contract," right?

21          A     That's what it says.

22          Q     In your studies -- and we can look at them  
23    if you need to, but I suspect you're familiar with  
24    them -- the study of the Glen Canyon A resource that  
25    set the avoided cost pricing, it showed zero hours

1 of trapped energy, or undeliverable energy, for that  
2 resource, correct?

3 A That's correct.

4 Q So there would be no impact there of  
5 trapped energy, right?

6 A There was no trapped energy associated  
7 with Glen Canyon A.

8 Q And Glen Canyon B, the study done for it  
9 at 21 megawatts reflected curtailment of 0.1 percent  
10 in year 2020 only, correct?

11 A That's correct.

12 Q And no other trapped energy in any other  
13 year?

14 A That's correct.

15 Q Given that, would you agree that that  
16 falls within the "net impact would be small if the  
17 undeliverable output were a small portion of the  
18 total hours?"

19 A Certainly the impact on the avoided cost  
20 price would be small to the extent in actual  
21 operations there was a significant more amount of  
22 trapped energy, undeliverable output, associated  
23 with the QF. The Company's actual avoided costs and  
24 the payments to the QFs would be very different.

25 Q And that's true in any QF context because

1     you model it based on your assumptions in advance,  
2     right? You don't pay as you go?

3             A       Certainly, these are fixed prices to be  
4     paid over a future period, so yes.

5                     MR. DODGE: Thank you. I have no  
6     further questions.

7                     COMMISSIONER LEVAR: Thank you.  
8     Mr. Jetter, do you have any questions?

9                     MR. JETTER: I do have a few brief  
10    questions.

11                    CROSS EXAMINATION

12    BY MR. JETTER:

13             Q       Good morning. There was an exhibit handed  
14    out by your counsel this morning, and I'm going to  
15    briefly read from it. This is FERC Section 292 on  
16    page 865 of -- I don't know if we have given this an  
17    exhibit number -- but it's CFR. Part 292.101,  
18    subpart 7, and it's the Definition of  
19    Interconnection Costs. And you mentioned this  
20    morning in your opening statement that avoided cost  
21    methodology is separate from interconnection costs;  
22    is that correct?

23             A       Yes.

24             Q       And in this definition of interconnection  
25    costs, it specifies that interconnection costs do

1 not include any costs included in the calculation of  
2 avoided cost. Is that an accurate reading?

3 A That's what it says.

4 Q And if those two are completely separate  
5 within PacifiCorp's review of how they're  
6 calculating these, how would you ensure that the  
7 interconnection costs are not including costs that  
8 are part of the avoided cost calculation?

9 A I can tell you what's in the avoided cost  
10 calculation, and it's solely based on the  
11 differences in fuel costs, the market purchases and  
12 sales associated with the dispatch of the Company's  
13 system. There's no poles and wires, there's nothing  
14 like that, so I don't know what the distinction is,  
15 but I can tell you what's in avoided cost.

16 MR. JETTER: I don't have any further  
17 questions. Thank you.

18 COMMISSIONER LEVAR: Why don't we  
19 take a ten-minute break and then we'll go to any  
20 redirect. You don't have any redirect?

21 MS. LINK: No.

22 COMMISSIONER LEVAR: Okay. Why don't  
23 we go ahead and go to Commission questions then.  
24 Commissioner White, do you have any questions?

25 BY COMMISSIONER WHITE:

1           Q     It sounds like you don't model, then, for  
2     purposes of avoided cost in the grid, these kind of  
3     contractual nuances. Is that something you could do  
4     in the future if directed to do so? Is that  
5     something that's actually feasible to model at this  
6     level of granularity?

7           A     There's been a lot of discussion about the  
8     various rights. We could model the rights  
9     differently, so as I said, they're on the Four  
10    Corners path, and they've been on that path forever.  
11    We could change them around. You know, the intent  
12    generally is to produce accurate power costs for  
13    rate case and, you know, the assumption used there  
14    may not be consistent with how they actually operate  
15    the system and the transmission requirements needed.  
16    So, yes, we could move around those rights, but if  
17    you wanted to go into network rights, use of only  
18    firm transmission, things like that, the grid model  
19    only has one flavor, so for the reason that it's a  
20    simplification, I'm not sure how it would look if we  
21    were to try to distinguish between exactly which  
22    rights can be used for which purposes. So that  
23    would be more difficult to undertake.

24          Q     That's something you'd have to look at  
25    actually, I guess, retooling that model to

1     **accommodate that kind of --**

2           A     Right. And whether that retooling would  
3     be producing more accurate power costs and avoided  
4     costs than anything else we might be considering  
5     trying to implement to improve what the model does,  
6     whether that would have a bigger impact on avoided  
7     cost pricing than other things we might implement.

8                     COMMISSIONER WHITE: That's all the  
9     questions I have.

10                    COMMISSIONER CLARK: Commissioner  
11     Clark, do you have any questions?

12     BY COMMISSIONER CLARK:

13           Q     **In this same area, given that the Glen**  
14     **Canyon contracts involve APS path that is not the**  
15     **one typically considered in the grid analysis or**  
16     **historically considered, as opposed to the Four**  
17     **Corners path, did you give any thought to altering**  
18     **that condition for this particular modeling purpose?**

19           A     So under the Schedule 38 methodology, we  
20     are required to identify changes to inputs and the  
21     sums that we're making. We can make routine updates  
22     without asking; we just report them. But you know,  
23     non-working changes to methodologies and things like  
24     that would require us to report something about  
25     that. It's not clear how different the result would

1 be if I was to look at the data. There was a lot of  
2 discussion about the usage of this path versus the  
3 other one. It doesn't seem like what we have  
4 modeled is wrong from that perspective as far as  
5 when that path is, you know, encumbered by APS as  
6 far as being available for flows, whether that path  
7 is encumbered on a firm or non-firm basis, you know,  
8 grid doesn't make that distinction.

9 If we were going to try to say the firm  
10 rights aren't available on that path and we need to  
11 think about that differently, that's a lot more  
12 involved question. So we didn't think about  
13 pursuing anything to that detail. And, again, I  
14 don't think it has that much impact on the price.  
15 If there was 50 megawatts of available transfer  
16 capability, the price we would have provided for the  
17 Glen Canyon QFs would have been in the same realm of  
18 what they're receiving. You know, all these  
19 deliverability questions and so on don't affect the  
20 fact that we have a 10,000-megawatt system, and the  
21 resources that are being moved around are relatively  
22 the same for 50 or 95 megawatts.

23 Q So I think what you're telling me is,  
24 given the purposes of the avoided cost analysis,  
25 really it's not material to your consideration as to



1     **which path the model shows?**

2             A       I don't believe so.

3                     COMMISSIONER CLARK:   That concludes  
4     my questions.   Thank you.

5                     COMMISSIONER LEVAR:   I don't have any  
6     anything else.   Thank you for your testimony,  
7     Mr. MacNeil.   So I think we'll take about a  
8     ten-minute break.   Ms. Link, do you anticipate  
9     having anything else before we move to the  
10    Division's witness?

11                    MS. LINK:   No, Your Honor.

12                    COMMISSIONER LEVAR:   So we'll take a  
13    short break and then we'll move to Mr. Jetter and  
14    Mr. Peterson.

15                    (A short break was taken.)

16                    COMMISSIONER LEVAR:   We're back on  
17    the record and we will go to Mr. Jetter.

18                    MR. JETTER:   Thank you.   I don't know  
19    if we need to re-swear in Mr. Peterson.

20                    COMMISSIONER LEVAR:   We'll consider  
21    him still under oath from yesterday.

22                    DIRECT EXAMINATION

23    BY MR. JETTER:

24             Q       **Mr. Peterson, you have given your name and**  
25    **information on the record, so I'll just jump right**

1     into the questions regarding this docket. Did you  
2     prepare and cause to be filed with the Commission  
3     direct testimony?

4           A     Yes.

5           Q     And if you are asked the same questions  
6     that are included in that testimony today, would  
7     your answers be the same?

8           A     Yes.

9           Q     Do you have any questions or edits you'd  
10    like to make to that testimony?

11          A     No edits to the testimony as filed.

12                   MR. JETTER: I'd like to move to  
13    enter the testimony of Mr. Peterson.

14                   COMMISSIONER LEVAR: If anyone  
15    objects to this motion, please indicate to me. I'm  
16    not seeing any objections so the motion is granted.  
17    BY MR. JETTER:

18          Q     In addition to your testimony, do you have  
19    any comments that you would like to make on the  
20    record?

21          A     Yes. First of all, the Division continues  
22    to disagree with the representations of the Company  
23    relating to what was properly done and read. And we  
24    also believe that -- as I alluded to or mentioned in  
25    my testimony -- that it would be proper for the

1 Commission, we believe, to request or order that the  
2 Company consider the request made by Glen Canyon in  
3 terms of the interconnection studies, because even  
4 if the Company, PacTrans, comes back and says that  
5 we can't use a particular tool, the Division  
6 believes that the larger question here is that the  
7 Company needs to do, or needs to make every effort  
8 to maintain ratepayer indifference. And if that  
9 means altering the way they run their grid model or  
10 the way they do their interconnection and  
11 transmission studies, we believe the Company has an  
12 obligation to perform those in such a way to  
13 maintain to the extent possible ratepayer  
14 indifference. And that concludes that statement.

15 MR. JETTER: Thank you. I have no  
16 further questions. Mr. Peterson is available for  
17 cross from the parties.

18 COMMISSIONER LEVAR: Mr. Dodge, do  
19 you have any cross-examination for Mr. Peterson?

20 CROSS EXAMINATION

21 BY MR. DODGE:

22 Q Mr. Peterson, recognizing the overarching  
23 objective that you have described of the Division to  
24 maintain ratepayer indifference, if there are  
25 creative solutions that would allow this QF project

1 to be built while maintaining ratepayer  
2 indifference, would the Division be supportive of  
3 those?

4 A Generically, the answer is yes. If  
5 ratepayer indifference can be maintained and the  
6 solutions are, of course, agreeable to all the  
7 parties, the Division would not object.

8 MR. DODGE: Thank you. No further  
9 questions.

10 COMMISSIONER LEVAR: Thank you.  
11 Ms. Link.

12 CROSS EXAMINATION

13 BY MS. LINK:

14 Q Mr. Peterson, do you understand that Glen  
15 Canyon's request for how it would like its  
16 interconnection study done would result in the  
17 identification of -- would not result in the  
18 identification of network upgrades necessary to  
19 deliver to interconnect and deliver Glen Canyon's QF  
20 project?

21 MR. DODGE: I'm going to object to  
22 that characterization of what Glen Canyon has  
23 requested. That's exactly the opposite of what  
24 we've requested.

25 MS. LINK: Let me think. I can

1 rephrase the question. He was confused anyway, I  
2 could tell by his face.

3 COMMISSIONER LEVAR: We'll have the  
4 question rephrased and see if there's any objection  
5 at that point.

6 BY MS. LINK:

7 Q Do you understand that Glen Canyon is  
8 asking for network upgrades to "be avoided" by  
9 studying their interconnection in the way they've  
10 suggested?

11 A Yes. I understand that that's the main  
12 thrust of their request, yes.

13 Q And did you hear the testimony earlier  
14 today and yesterday that these network upgrades at  
15 this time cannot be avoided?

16 A Well, I think I understood that they  
17 cannot be avoided or -- from the testimony of the  
18 Company witness, Mr. Vail, primarily, I think that  
19 they cannot be avoided using the particular method  
20 that Glen Canyon had originally requested. And I'm  
21 not an expert about NOA or its amendment, but the  
22 tool that's apparently available under that  
23 amendment.

24 Q Do you understand, generally -- you can  
25 say no because you're not an expert in this area --

1     **that FERC jurisdiction controls transmission service**  
2     **requests?**

3           A     That's my understanding, yes, at a high  
4     level.

5           Q     And if the network upgrades that are  
6     needed to actually move this queue QF's power are  
7     not identified in the interconnection study that  
8     they would be identified in the transmission service  
9     request?

10          A     Well, if that's the only way possible to  
11     resolve the issues that are before the Commission,  
12     then I guess the answer is yes.

13          Q     And if they're identified in the  
14     transmission service request, under FERC precedent,  
15     those network upgrades would be paid for 100 percent  
16     by the Company and rolled into its transmission  
17     rates?

18          A     Well, they would be paid 100 percent by  
19     the Company, I suppose. Whether the Company would  
20     be successful in rolling them into retail rates  
21     would be another issue.

22          Q     I said transmission rates, not retail  
23     rates.

24          A     Well, I don't know the answer to that  
25     question.

1 MS. LINK: Thank you.

2 COMMISSIONER LEVAR: Any redirect,  
3 Mr. Jetter?

4 MR. JETTER: I have no redirect.

5 BY COMMISSIONER LEVAR:

6 Q I'm going to follow up a little bit on  
7 what Ms. Link just asked you, particularly your use  
8 of the word innocuous. I want to understand your  
9 use of the word on lines 137 and 138. Can you  
10 describe the requirements that FERC places on the  
11 relationship between the merchant and the  
12 transmission function?

13 A I can't, beyond what's been testified to,  
14 and I don't have a clear memory of exact details, so  
15 I'm not familiar in detail with FERC requirements.  
16 In answer to your question of why I used the term  
17 innocuous in my testimony, at the time the testimony  
18 was prepared and the -- my understanding was and it  
19 continues to be, that this redispatch tool that I  
20 understand the NOA amendment permits, is  
21 conceptually similar to what the Company does in its  
22 grid model and that is it redispatches the  
23 generation system in such a way to permit whatever  
24 energy flows they're required to permit. And I did  
25 not believe or think that the way PacTrans would

1 implement such a tool would necessarily be  
2 identical, or even closely identical, to the way the  
3 grid model calculates things, but on a conceptual  
4 basis, it was the same idea.

5 And innocuous also, in the sense that, as  
6 I understood Glen Canyon's request for agency  
7 action, Glen Canyon was merely asking for an order  
8 for PacTrans to consider that, to consider the use  
9 of that. And based upon Mr. Vail's testimony,  
10 apparently, they would consider it for a very short  
11 time and then come back and say it's not a useful  
12 tool. But merely requesting PacTrans to consider  
13 that -- and as I said in my remarks a couple of  
14 minutes ago -- I believe the Company has a positive  
15 obligation to consider any tools they have available  
16 to it to maintain ratepayer indifference. But to  
17 ask PacTrans to consider something seemed to be a  
18 pretty innocuous request to me.

19 **Q Just one follow-up then, I think. Can you**  
20 **explain what FERC-imposed obligations might follow**  
21 **that request once the request is made? Does that**  
22 **trigger obligations that either the merchant or**  
23 **transmission or both must do once the request made?**

24 **A** Well, again, I'm not a FERC expert, but my  
25 perception is that the mere request doesn't do



1 anything until there's some -- and I don't see that  
 2 there would any interest by FERC. I could be wrong,  
 3 but, based upon a mere request -- but only if  
 4 something down the road actually happened that would  
 5 cause a federal jurisdictional interest. But I  
 6 don't know what those would be and how they would  
 7 play out.

8 COMMISSIONER LEVAR: Thank you. I  
 9 appreciate your answers to those. Commissioner  
 10 Clark, do you have any questions for Mr. Peterson?

11 COMMISSIONER CLARK: No questions.

12 COMMISSIONER LEVAR: Commissioner  
 13 White?

14 COMMISSIONER WHITE: No questions.

15 COMMISSIONER LEVAR: Thank you,  
 16 Mr. Peterson. Do you have anything further,  
 17 Mr. Jetter?

18 MR. JETTER: No, thank you.

19 COMMISSIONER LEVAR: Anything further  
 20 from anyone before we move into a legal argument  
 21 phase of this hearing?

22 MR. DODGE: I guess one request or  
 23 question -- two questions. The first one is,  
 24 Commissioner Clark asked questions of Mr. Vail about  
 25 cost implications of the three alternatives proposed

1 by Mr. Moyer. We'd like to offer, if the Commission  
2 would find it useful, to put Mr. Moyer on the stand  
3 and have him redescribe those options and his  
4 understanding of the cost implications of those.

5 COMMISSIONER CLARK: I'm interested,  
6 so if you'll indulge it? I welcome that if my  
7 fellow commissioners will indulge that.

8 MR. DODGE: Thank you. Then we'd  
9 like to recall Mr. Moyer to the stand.

10 COMMISSIONER LEVAR: Mr. Moyer,  
11 you're still under oath.

12 THE WITNESS: Thanks for giving me  
13 the opportunity to respond to the question that  
14 Commissioner Clark asked of Mr. Vail which I  
15 understand to be a very reasonable question.  
16 Really, stress checking is the way I thought about  
17 it.

18 Some of the options that I had laid  
19 out that could potentially resolve most or all of  
20 this conflict and the stress checking was really  
21 centered around what are the potential cost  
22 implications of the rather engineering and technical  
23 solutions that I had proposed. So that's what I  
24 will attempt to address. Before I do that, I think  
25 it's important to add the context of the potential

1 solutions, because some of these solutions would not  
2 necessarily make sense if it was something that was,  
3 for instance, happening for a long period of time or  
4 with great frequency. So we have to first  
5 understand it is indeed true that the schedules in  
6 question from APS happened one day over the last  
7 five years and, right now, based off of the  
8 anticipated conclusion of these contracts, that one  
9 day over a five-year probability would be applied to  
10 a single year overlap.

11 So with that in mind and looking at  
12 the potential cost shifts of these potential  
13 options, the first I'll look at is curtailment. We  
14 have purported that it would be reasonable, given  
15 this unique project in this unique situation, to  
16 interpret the very rare instances when the path  
17 would be over-scheduled as an emergency situation  
18 where the generation could be curtailed. That  
19 would, in my mind, have no incremental cost to  
20 consumers as essentially it, in effect, could  
21 potentially be worked out that there would be no  
22 payment made to Glen Canyon for those particular  
23 hours.

24 The second option I proposed as a --  
25 really, the make APS whole option on the intent of

1     their schedule. I understand the APS contracts to  
2     be a call option that allows them to essentially  
3     pick the point where they deliver the power, and  
4     it's PacifiCorp's obligation to make whole on that  
5     schedule by wheeling that through their system up  
6     into the Borah-Brady substations in Idaho at APS's  
7     direction. An option I propose is to potentially  
8     curtail APS's schedule on those rare instances it is  
9     made and there's not enough non-firm transmission  
10    capability to accommodate both. You could curtail  
11    that schedule and Rocky Mountain Power could make up  
12    the remainder of that lost power with its own  
13    generation. Now, admittedly, that generation would  
14    have a cost associated with it. And since it would  
15    be reasonable, I think, for Glen Canyon Solar to  
16    essentially pay for that variable cost of what those  
17    megawatt hours costed to make up, so essentially,  
18    their revenue for that particular hour would be what  
19    their PPA payment was less, what the marginal cost  
20    of that incremental energy was. And that's what  
21    they would be paying for that particular overlap  
22    hour.

23                   The third option is selling the  
24    market to the Southwest. And this idea really comes  
25    from the Exelon case that we have talked about a

1 little bit where one interpretation of the -- one  
2 FERC interpretation of the utility's obligation is  
3 to deliver or otherwise manage. So the idea here is  
4 they're making firm purchases from the QF, but what  
5 about their ability to otherwise manage that power,  
6 and falling into that category could be marketing  
7 that power into the Southwest. Mr. Vail mentioned  
8 that, you know, Glen Canyon isn't a robust market; I  
9 agree with that. But Palo Verde-Mead are robust  
10 markets that do have day-ahead trading bilateral  
11 opportunities there, and it wouldn't be infeasible,  
12 I think, for PacifiCorp to procure non-firm,  
13 short-term point-to-point transmission to those  
14 markets, just like Ms. Brown explained in her  
15 testimony that it's not uncommon for them to do  
16 that, to honor hedging positions. So if there was  
17 any cost associated, incremental costs to customers,  
18 in making those types of arrangements, again, I  
19 think it would be prudent for those costs to be  
20 effectively subtracted from the payments to Glen  
21 Canyon. And I don't understand that these unique  
22 circumstances were represented in the avoided cost  
23 pricing. So those are the three options that I have  
24 outlined.

25 A potential fourth one is to

1 certainly recognize the obvious situation that, you  
 2 know, this is a very short-term overlap problem, and  
 3 perhaps an elegant solution would be simply to move  
 4 the commercialization date of this project back by a  
 5 number of months so that is really fixes the issue  
 6 and all parties can move forward and have a balanced  
 7 outcome. Thanks for giving me a chance to respond.

8 COMMISSIONER LEVAR: I think in the  
 9 interest of fairness it's probably appropriate to  
 10 allow cross-examination and see if you have any  
 11 follow-up, so we'll allow cross-examination. I will  
 12 note there was cross-examination yesterday related  
 13 to this topic, so we encourage everyone to avoid  
 14 repetition of what we already went through  
 15 yesterday, but there's some new angles on it that  
 16 have been discussed that if you have questions on,  
 17 that would be appropriate.

18 CROSS-EXAMINATION

19 BY MS. LINK:

20 Q So to walk through each of your options  
 21 quickly -- so your first one was to interpret  
 22 over-scheduling as emergency curtailment, correct?  
 23 According to you, the rare instances where APS  
 24 exercises its call right?

25 A So my interpretation there is that --

1           **Q     I asked you if that was your first option.**

2                       MR. DODGE: I'm going to object to  
3 question as mischaracterizing.

4           A     Then I would like to clarify. So the  
5 first option where I represented this potential  
6 curtailment approach really operates under the  
7 assumption that it's the merchants or ESM's  
8 responsibility to manage the output from Glen Canyon  
9 Solar and buy that output on a firm basis subject to  
10 very few situations when it could be curtailed. The  
11 few situations when it could be curtailed could be  
12 triggered in instances when APS is using its full  
13 call rights, and ESM is not able to procure  
14 short-term, non-firm, or firm transmission to  
15 deliver it to load, of which I've mentioned in my  
16 testimony there's been over 243 megawatts of average  
17 short-term non-firm transmission available on the  
18 relevant path. So if those things can't be met,  
19 then yes, that's when I'm suggesting the curtailment  
20 project.

21           **Q     Under the emergency exception?**

22           A     Yes.

23           **Q     And the system emergency exception has**  
24 **been defined by FERC in its regulations, correct?**

25           A     Yes, but I'm not aware of the details of

1 that.

2 Q So if we used a different definition of  
3 system emergency then FERC has defined in its regs,  
4 we would need to seek some kind of exemption for  
5 that, wouldn't we?

6 A I'm not clear on the linkage between the  
7 PPA definition and what's relevant at FERC.

8 Q The PPA definition and the FERC definition  
9 are exactly the same. Are you willing to accept  
10 that, subject to check?

11 A I don't have that in front of me.

12 Q And your second option was to make APS  
13 whole by curtailing APS and making up with our own  
14 generation, correct?

15 A Yes. That's effectively a good summary.

16 Q And do you understand that the contract we  
17 have with APS is for both energy and capacity?

18 A I'll maybe just add a point of  
19 clarification there. My understanding is that APS  
20 can schedule a certain amount of power for a certain  
21 period, and that schedule basically would go from  
22 one of the two receipt points to one of the two  
23 delivery points. That's my understanding.

24 Q And what generation are you suggesting we  
25 would serve this with?



1           A       Essentially, any generation in the  
2   PacifiCorp East load area or scheduling area, I  
3   should say, that has the ability to dispatch as  
4   generation up in the amount equal to the APS  
5   schedule and basically transmit that power to the  
6   Borah or Brady substation.

7           Q       And if there's no transmission available  
8   to do this, we'd have to buy this transmission,  
9   correct?

10          A       Well, I understand currently under this  
11   agreement that there's requirement for PacifiCorp to  
12   hold transmission essentially through its system all  
13   the way to the Borah-Brady substation. So in my  
14   mind, it's -- I'll say highly likely -- that there  
15   would be transmission available on the northern side  
16   of the system as I understand that's being held.

17          Q       Did you hear Mr. Vail discuss the  
18   constraints that are across the system earlier?

19          A       Yes. I was here for Mr. Vail's testimony.

20          Q       And you understand that we hold those  
21   rights on the 95 megawatts as well? So the same  
22   theory that you had with the 95 megawatts on Sigurd  
23   to Glen Canyon where, if it's not available because  
24   APS is calling when Glen Canyon is moving, we would  
25   have to buy it. You said that earlier, correct?

1           A       I'm confused by the question. Could you  
2       repeat it?

3           Q       You said earlier if APS calls at the same  
4       time as Glen Canyon, we would be required to buy --  
5       we could buy power or buy transmission -- to move  
6       APS up because usually it's available, short-term  
7       firm. That was my understanding of what you said.

8           A       I think I understand what you're saying.  
9       So that's an action, what you're describing. The  
10      purchase of the short-term firm transmission is an  
11      action that I'm suggesting that the merchant would  
12      take before it turned into one of these three  
13      options. So in the event that APS did call on its  
14      schedule and it did schedule down to 95 megawatts,  
15      the theory is that ESM could look for short-term  
16      firm or non-firm transmission for the next day to  
17      meet any potential overlap from the Glen Canyon  
18      Solar for that particular scheduling period.

19          Q       Do you understand that we need to deliver  
20      APS power on firm transmission under the contract?

21          A       I understand under the contract that it  
22      doesn't give a lot of detail into the transmission  
23      paths. It gives a lot of detail on the point of  
24      receipt and the point of delivery at Borah-Brady.

25          Q       And it specifies firm transmission,

1 correct?

2 A Sorry. I can't recall the details of the  
3 language.

4 Q We can point it to you in just a moment.  
5 And do we have any rights to curtail APS under this  
6 second option that you have where you say you  
7 curtail and then make it up? Do we any have rights  
8 under the current contract to curtail APS?

9 A So the question is really about -- I guess  
10 I'll characterize my response as follows: again, my  
11 interpretation of the contract is that APS -- and  
12 the purpose of it -- is to allow for them to  
13 schedule power to a certain point, Glen Canyon or  
14 Four Corners, and then PacifiCorp has made an  
15 obligation to this contract to arrange for delivery  
16 of that power to Borah-Brady, which APS can select  
17 the combination thereof. And so what I'm proposing  
18 here is to effectively technically curtail the  
19 schedule from APS, but effectively still honor the  
20 contract by making up that curtailment in  
21 essentially doing no harm to that party as a part of  
22 the contract.

23 Q But we currently have no right to do what  
24 you're suggesting under the contract, correct?

25 A I don't know the details of that

1 particular right clause that you mentioned.

2 Q Just to go back to my previous question,  
3 do you have the contract which was attached as KAB-2  
4 to Rocky Mountain Power's testimony of Kelcey brown?

5 A I don't have that in front of me.

6 Q Are you willing to accept, subject to  
7 check, that section 5.01 states, "During term of  
8 this agreement, APS shall have 100 megawatts of net  
9 bidirectional firm transfer rights through  
10 PacifiCorp's system between the Glen Canyon-Four  
11 Corners substations and the Borah-Brady substations?

12 A Uh-huh (affirmative).

13 Q And then lastly, you say that we could  
14 sell at the Palo Verde or the Mona hubs. Are you  
15 suggesting that we're selling the QF's power?

16 A Yes. That's the idea.

17 Q But the QF would be a designated network  
18 resource, correct?

19 A I suppose that's correct.

20 Q Can a utility use a designated network  
21 resource to sell on the market? Is that permitted  
22 under FERC rules?

23 A I'm not clear.

24 Q Are you willing to accept, subject to  
25 check, that we cannot, in fact, use a designated

1 network resource to sell to the market?

2 A If that's the case, I would accept that,  
3 but also recognize that I'm not sure that there's  
4 any precedent that has been relative to your  
5 obligation to manage or otherwise use the power.

6 Q Do you have -- I think I gave this to you  
7 yesterday -- Order 2003?

8 A It's with my documents I failed to bring  
9 to the stand. Do you want me to get it?

10 Q Will you accept, subject to check, that  
11 paragraph 815 of Order 2003 states, "A QF, under the  
12 Commission's regulations, must provide electric  
13 energy to its interconnecting utility, much like the  
14 interconnecting utility's other network resources"?

15 A Yes. I accept it says "much like the  
16 other utility's interconnecting resources."

17 Q And the theory for that is that we are  
18 using -- we are required to purchase and use this  
19 QF's power, and the theory of the avoided cost, or  
20 keeping customers whole, is that we're displacing  
21 other generation. That's where you get the  
22 avoided -- we're avoiding using our other generation  
23 or purchasing an alternative resource and using the  
24 QF power instead, correct?

25 A Are you -- that was a long statement

1 followed by asking if I thought it was --

2 Q Well, it follows right after "the  
3 utility's other network resources, since the utility  
4 must purchase the QF's power to displace its own  
5 generation."

6 A The concept of QFs, I think, is, you know,  
7 their avoided cost pricing is established on the  
8 idea that they're displacing resources that are  
9 currently on the system, and I agree with that  
10 principle.

11 Q And paragraph 813 of the same order, note  
12 that it says, "An electric utility is obligated to  
13 interconnect under section 292.303 of the  
14 Commission's regulations, that is, when it purchases  
15 the QF's total output, the relevant state authority  
16 exercises authority over the interconnection and the  
17 allocation of the interconnection cost. But when an  
18 electric utility interconnecting with a QF does not  
19 purchase all of the QF's output and instead  
20 transmits the QF power in interstate commerce, the  
21 Commission exercises jurisdiction over the rates,  
22 terms, and conditions affecting or related to such  
23 service such as interconnection." Are you willing  
24 to accept, subject to check, that it says that?

25 A If that's what you just read, then I

1 agree.

2 Q And therefore if we were to sell the QF's  
3 power on the market, that would convert this into a  
4 FERC jurisdictional interconnection, correct?

5 MR. DODGE: I'm going to object to  
6 that as it's calling for a legal conclusion and  
7 misstates what was just read, because it wouldn't be  
8 QF selling the power, it would be Rocky Mountain  
9 selling the power. That's the mischaracterization.

10 COMMISSIONER LEVAR: Do you have a  
11 response to the objection?

12 MS. LINK: It's fine. It's  
13 withdrawn.

14 BY MS. LINK:

15 Q And if we were to alter the APS contract,  
16 it's been filed with FERC, correct?

17 A I believe the contract has been filed with  
18 FERC, and I don't know that I have -- if I implied  
19 this, I haven't suggested to alter that contract.

20 MS. LINK: Okay. Fine. I'll let  
21 that one go. Thank you, Mr. Moyer.

22 COMMISSIONER LEVAR: Mr. Jetter, do  
23 you have any questions?

24 MR. JETTER: I have no questions.

25 COMMISSIONER LEVAR: Commissioner

1 Clark, do you have any follow-up?

2 COMMISSIONER CLARK: No questions.

3 Thanks, Mr. Moyer.

4 COMMISSIONER LEVAR: Commissioner

5 White, do you have any follow-up?

6 BY COMMISSIONER WHITE:

7 Q We've got two PPAs that are pending for  
8 deliberation on approval. Some of these alternative  
9 routes -- I guess, mechanisms -- it sounds like you  
10 were talking about, potential offsets, puts, takes,  
11 et cetera, are you suggesting this require a  
12 reopening of those PPA or a start over or do over?  
13 What would that look like, I guess?

14 A I feel like that's probably a better,  
15 maybe, question for the Glen Canyon counsel to  
16 answer. To the extent that some of the ideas that  
17 I'm -- you know, frankly, I'm really just  
18 approaching this from there's got to be a practical  
19 solution here, but if that practical solution  
20 requires addendums or things like that, then I  
21 suppose that would have to be incorporated  
22 potentially.

23 COMMISSIONER WHITE: That's all the  
24 questions.

25 COMMISSIONER LEVAR: Thank you,



1 Mr. Moyer.

2 MS. LINK: Chair, may I ask -- today  
3 some questions, or late yesterday with Mr. Vail,  
4 some questions came up about network resource  
5 interconnection and the unilateral determination by  
6 PacifiCorp to impose that on QFs. And I didn't  
7 have -- that wasn't an issue that I understood was  
8 at play and didn't cross-examine their witnesses  
9 accordingly. Would it be possible to ask one  
10 question of Mr. Moyer?

11 COMMISSIONER LEVAR: I'll ask parties  
12 if there's any objection to that.

13 MR. DODGE: I have no objection.

14 COMMISSIONER LEVAR: Assuming we  
15 allow follow-up if anyone's interested.

16 RECROSS EXAMINATION

17 BY MS. LINK:

18 Q You may not be the correct witness, but,  
19 Mr. Moyer, are you aware that the PPAs that Glen  
20 Canyon has signed and agreed require the Glen Canyon  
21 QFs to have a network resource interconnection?

22 A I understand that the words "network  
23 resource interconnection" are used in the PPAs, and  
24 I think that's largely, you know, why we're here  
25 today is to interpret what the definition of a QF

1 network resource interconnection is.

2 Q But you are aware that Glen Canyon agreed  
3 to that term?

4 A Yes.

5 Q Thank you.

6 COMMISSIONER LEVAR: Any follow-up to  
7 that question, Mr. Dodge?

8 MR. DODGE: I guess I'd like to ask a  
9 question, but I'm not sure if this witness knows, so  
10 I'll ask a foundational question.

11 REDIRECT EXAMINATION

12 BY MR. DODGE:

13 Q You were just asked whether Glen Canyon  
14 agreed to the concept of a network resource  
15 interconnection. Do you have any basis for  
16 understanding on what basis Glen Canyon agreed to  
17 that language?

18 A I do.

19 Q Could you please explain why you have that  
20 basis? Where you learned the response to that  
21 question?

22 A So some of the basis of, as I understand  
23 Glen Canyon Solar's willingness accept that term,  
24 had largely to do with a lot of the communications  
25 between Glen Canyon Solar A and B and Rocky Mountain

1 Power and PacifiCorp Transmission, much of which was  
2 discussed in Mr. Isern's testimony around emails and  
3 letters from the merchant to the PacifiCorp  
4 Transmission function saying certain things. And so  
5 my understanding is that the agreement entered into  
6 that contract with those specific terms was made in  
7 parallel with a lot of that communication.

8 MR. DODGE: Thank you. No further  
9 questions.

10 COMMISSIONER LEVAR: Mr. Jetter, do  
11 you have any follow-up for Mr. Moyer?

12 MR. JETTER: I have no questions.  
13 Thank you.

14 COMMISSIONER LEVAR: Commissioner  
15 Clark, Commissioner White, any further follow-up?

16 COMMISSIONER CLARK: No, thank you.

17 COMMISSIONER WHITE: No, thank you.

18 COMMISSIONER LEVAR: Thank you,  
19 Mr. Moyer.

20 MR. DODGE: I did have one other  
21 issue. I indicated I had two and I apologize for  
22 that. I guess I'd like to make a proposal and ask  
23 the Commission one of two alternative paths. I  
24 believe that a great deal of this case turns on and  
25 has been addressing some claims about legal issues

1 that may or may not constrain what this Commission  
2 can do. I think if it would be helpful to the  
3 Commission it would be useful to allow briefs on  
4 those limited legal issues, filed fairly quickly  
5 after the hearing within a little while. I would  
6 actually do that to your discretion. If you don't  
7 think that would be helpful, I won't push for it.  
8 But I think it might be useful to address the legal  
9 issues.

10 And then second, maybe an either/or,  
11 or maybe both, in the oral arguments that we're  
12 going to go into on the motions, I would request  
13 that we be allowed to also do brief a oral argument  
14 basically just on the case in general. I would  
15 suggest time limits because I don't want this to go  
16 long and I don't need a lot of time, but I think it  
17 would be useful for Counsel to be able to pull  
18 together the case and present it to you as part of  
19 our arguments on the motion.

20 COMMISSIONER LEVAR: Let me ask you a  
21 couple of questions on what you're proposing. With  
22 respect to the issue of briefs, I want to clarify  
23 with you there was -- in one of your motions or  
24 motion responses, there's language indicating time  
25 is of the essence in this situation. I want to ask

1 what you're thinking in terms of a briefing  
2 schedule.

3 MR. DODGE: Time remains of the  
4 essence, but it's changed on us again.  
5 Unfortunately, PacTrans is so behind in doing their  
6 studies that they have now told us it will not start  
7 until -- it won't be finished until December. We do  
8 need a resolution before they start that study,  
9 which we expect would be a month or two before. The  
10 OATT procedures give them sixty days for the whole  
11 thing, and it's been since February, or 90 days.  
12 Anyway, it's way behind. That's creating concerns  
13 and may actually require some other relief that's  
14 not before you now. But, in any event, what we're  
15 requesting is a resolution through either the  
16 preliminary injunction motion or through a ruling on  
17 the merits in time for direction to PacifiCorp  
18 Transmission before it begins its study, which,  
19 again, we understand would be in or about November.  
20 So there is time for some briefing if it's done  
21 fairly quickly and still allows the Commission time  
22 to deliberate.

23 COMMISSIONER LEVAR: Let me suggest  
24 that maybe we should go to the issue of briefing at  
25 the conclusion of oral argument. I think we all

1 might have a better idea of what might be or might  
 2 not be helpful in briefing at that point. But to go  
 3 to your other suggestion of how to organize oral  
 4 argument, we have two motions and then you're  
 5 suggesting argument on legal issues generally that  
 6 have come up in the last two days. Are you  
 7 suggesting we do three stages of oral argument, one  
 8 on a motion to dismiss, one on a motion for  
 9 preliminary injunction, and a third phase of any  
 10 remaining legal issues?

11 MR. DODGE: I wasn't necessarily  
 12 thinking that. The one complication is that  
 13 Mr. Russell was going to argue the preliminary  
 14 injunction motion and I was going to argue the  
 15 motion to dismiss. I guess I had envisioned two  
 16 different ones. It's rather, perhaps, permission in  
 17 those two arguments that we're already planning to  
 18 have to deviate beyond just the motion itself and to  
 19 address the case as it's been presented.

20 COMMISSIONER LEVAR: So you're asking  
 21 for some leeway during those oral arguments?

22 MR. DODGE: Yes.

23 COMMISSIONER LEVAR: Any thoughts  
 24 from other parties or suggestions? Ms. Link, do you  
 25 have any concerns about that?

1 MS. LINK: I'd be happy to go  
2 toe-to-toe on the legal argument with Mr. Dodge. If  
3 you wanted us to both go and really hash this out,  
4 I think it would actually be very, very helpful for  
5 this Commission.

6 COMMISSIONER LEVAR: Anything,  
7 Mr. Jetter? Any thoughts?

8 MR. JETTER: No, we're fine with  
9 having a little more leeway.

10 COMMISSIONER LEVAR: Considering  
11 that, it probably makes sense to move to the motion  
12 to dismiss by Rocky Mountain Power, and the format  
13 that I think we should follow is let the party who  
14 filed the motion give a brief summary of their legal  
15 arguments and then allow the three of us to ask  
16 questions. I think we'll generally try to avoid  
17 interrupting you with questions. I think we'll let  
18 you complete your summaries and then move to  
19 questions, then we'll move to Glen Canyon under the  
20 same format. I think we'll return to Rocky Mountain  
21 Power on their motion to give them a final summary  
22 and then for the preliminary injunction motion,  
23 we'll do everything just the opposite. And feel  
24 free to stay at the table while you make your  
25 arguments, unless you prefer to do something else.

1 MS. LINK: I prefer to stand at the  
2 podium if that's possible.

3 COMMISSIONER LEVAR: We can get a  
4 microphone up there, can't we?

5 COMMISSIONER CLARK: Chair LeVar,  
6 could I make a request also? As you express  
7 yourselves and your arguments, there have been times  
8 in the hearing when you've read from various  
9 sources -- I'm speaking to counsel generally -- and  
10 sometimes you all tend to do that so quickly it's  
11 difficult to fully absorb it if we're not reading  
12 with you. So that we're not having to shuffle  
13 through a stack several inches thick of paper, I'd  
14 ask that you be conscious of reading slow enough so  
15 that we can absorb the full meaning of what you're  
16 drawing our attention to.

17 MOTION TO DISMISS ORAL ARGUMENT SUMMARY OF ROCKY  
18 MOUNTAIN POWER BY MS. LINK

19 MS. LINK: I realize you can't see  
20 this in any detail, but it's more for if it comes  
21 up, being able to point you to the appropriate  
22 places on the exhibit that you have in front of you.

23 I think you know I'm Sarah Link on  
24 behalf of Rocky Mountain Power. Thank you for this  
25 opportunity for oral argument on our motion to



1 dismiss. I think, unfortunately, all sorts of  
2 different concepts have been thrown around and mixed  
3 up, and it's made it very difficult to know which  
4 end is up and what is FERC jurisdictional and what  
5 is state jurisdictional, and so I'm hoping to  
6 clarify that.

7 I understood Glen Canyon's request  
8 for agency action to have morphed throughout this  
9 proceeding from its original six or seven requests  
10 to a more specific request for us to conduct our --  
11 PacifiCorp to conduct its interconnection studies in  
12 a certain way. So that changed how I was looking at  
13 our motion to dismiss because, clearly, Glen Canyon  
14 was trying to wedge what they're asking for into  
15 this Commission's jurisdiction. Because, clearly,  
16 this Commission does have jurisdiction over QF  
17 interconnections and QF interconnection cost  
18 allocation. But the reality is that there is no way  
19 to do what Glen Canyon is asking without making  
20 pretty significant assumptions around ESM's use of  
21 its own transmission rights. In particular, this  
22 study that they are requesting would assume that ESM  
23 would invoke the NOA amendment and use its own  
24 backdown -- some other mystery generation -- to move  
25 Glen Canyon's power to load. And so fundamentally,

1    this case -- and this has been consistent throughout  
2    their testimony -- is they say we are required --  
3    and they have said it repeatedly throughout their  
4    testimony -- that PacifiCorp is required to use its  
5    existing transmission rights to move this QFs power.  
6    And I think we've heard from testimony on the stand  
7    that they have not presented a legal basis for that  
8    theory. And that theory is completely contrary to  
9    FERC's precedent on transmission rights. And that's  
10   why we think this is squarely an issue that is in  
11   FERC's authority on whether or not we are required  
12   to use our transmission rights to move QF power.

13                   I think it would be helpful to  
14   explain why what they're asking necessarily involves  
15   our transmission rights. So what they're saying is  
16   there's 95 megawatts of transmission that, ESM, you  
17   have rights to on this path (indicating). And it  
18   doesn't get used. Now, we disagree that it doesn't  
19   get used. ESM does, in fact, schedule its own  
20   transfers over that path that are unrelated to the  
21   APS call. They just get trumped -- whatever EMS is  
22   currently using their path to do get trumped if APS  
23   calls which has been infrequent, but it doesn't mean  
24   the line goes unused. But even if it goes unused,  
25   that is not how FERC looks at a transmission service

1 request. When FERC gets a new designated network  
2 resource, or even for an interconnection study, FERC  
3 wants you to look at incremental transmission. They  
4 don't want you to look at, hey, is this used this  
5 way and is this used this way, because FERC's goal  
6 is to make sure that this system is reliable and  
7 works at peak conditions. If everybody is running  
8 at the same time, if load is at peak conditions,  
9 you're going to be able to move your power to load.  
10 That's what they care about, reliable and safe  
11 service. So what they look at in an interconnection  
12 or in a transmission service is an incremental  
13 right. There's no such thing as a new DNR, or  
14 designated network resource, that doesn't involve  
15 some incremental transmission right. Some are more  
16 a right to schedule a new resource, or if it were a  
17 point-to-point which is not a designated network  
18 resource thing, but if it were a new point-to-point  
19 reservation, these things are always incremental.

20 So what we did with the  
21 NOA Amendment -- I think there's a lot of confusion  
22 about the NOA Amendment -- we were in a situation  
23 where we were facing increasing constraints across  
24 our system and an increasing influx of QFs. And we  
25 had clear guidance, as Mr. Dodge mentioned, in

1 Oregon that network upgrades can be allocated to a  
2 QF -- transmission network upgrades can be allocated  
3 to a QF -- if they are part of the interconnection  
4 study. Oregon pretty much explicitly requires a  
5 network resource interconnection for QFs because  
6 Oregon recognizes that there is no other way to  
7 protect customers from network upgrades that are  
8 driven by interconnection of a QF, and there's not.  
9 If we do not study it as a network resource, then  
10 the interconnection-related deliverability upgrades  
11 do not get identified until the transmission service  
12 process. But Oregon is the only state where we have  
13 that kind of flat out explicit, this is what this  
14 looks like, which is why we filed our request for  
15 declaratory ruling here asking for clarification  
16 that that's an appropriate way to study QFs, given  
17 that it's the only way for this Commission to  
18 protect our retail customers.

19 But the NOA Amendment, we were in a  
20 situation where before Pioneer Wind, we thought we  
21 had some ability to agree with a QF to curtail. We  
22 interpreted a sort of generic provision in the FERC  
23 regs that a QF and a utility can agree to terms and  
24 conditions that are different than the FERC regs.  
25 We interpret that to mean you can also agree to

1 curtailment. In our opinion, Pioneer Wind made it  
2 clear that, no, you can't. At least when it comes  
3 to curtailment, there are two ways to curtail a QF  
4 and that's it. But up to that point, we had been  
5 allowing QFs to choose ER or NR interconnection  
6 because we thought we could make them as-available  
7 if there was a constraint situation. And the NOA  
8 Amendment -- when we got Pioneer Wind and realized  
9 that agreeing to deliver as-available wasn't  
10 available, we did two things to protect our  
11 customers from that. First, we did the business  
12 practice -- I think it's No. 70 that Glen Canyon has  
13 introduced into the record -- requiring QFs to do an  
14 NR interconnection service request so that we could  
15 ensure that any deliverability upgrades related to  
16 simply the interconnection of that QF were  
17 identified during the interconnection process so  
18 that they would be appropriately assigned to a QF as  
19 an interconnection cost. And then, we did the NOA  
20 Amendment. And that was for those cases where a QF  
21 had been studied as an ER, we knew that in a  
22 constrained area that would mean that even if they  
23 were interconnection driven, the network upgrades  
24 would be pushed into the transmission service  
25 request study. And that, under FERC precedent,

1 would mean that those are rolled into our  
2 transmission rights which ultimately end up flowing  
3 through customer rights if this Commission allows  
4 it.

5                   So to protect our customers from that  
6 outcome, we went to FERC and specifically asked for  
7 the NOA Amendment. And it is a very narrow  
8 exception, and it is the only one that I know of  
9 where FERC has approved generation redispatch in the  
10 transmission service study context. So generally  
11 speaking, generation redispatch, or backing down  
12 generation, isn't allowed in the transmission  
13 service request process. And this goes back to  
14 FERC's fundamental goal in maintaining a reliable  
15 system. They want you to -- you're only supposed to  
16 designate a new network resource if you have  
17 available transfer capability. And that means, in  
18 FERC's version of that, what the rights are -- not  
19 the actual usage, but what the rights are. So the  
20 available transfer capability calculation starts  
21 with total transfer capability and deducts committed  
22 rights, so those don't -- any of the existing rights  
23 come out of it. So if there's no available transfer  
24 capability on a line, then FERC will not allow  
25 PacTrans to designate a new network resource.

1                   Now, typical redispatch in the  
2   transmission service study context -- and we heard  
3   Mr. Vail talk about this, and Mr. Moyer, and they  
4   both agreed -- that that looks at looking at your  
5   DNRs as a whole, your designated network resources  
6   as a whole. Can you move those a different way to  
7   get to load, designated network load, and free up  
8   some ATC? So you're not not running the DNRs or  
9   backing down that generation, you're still running  
10   them, you're using the transmission system in a way  
11   to free up some available transfer capability. And  
12   then with the NOA Amendment, we said we can't do  
13   that. We're so constrained we can't even plan any  
14   redispatch and make this work, so please allow us  
15   when a QF is causing or contributing to a constraint  
16   on the system, please allow us to designate new  
17   network resources whether or not the new designated  
18   network resource is a QF -- that's not where the  
19   consideration comes in. It's any new designated  
20   network resource when the constraint is caused or  
21   contribute to by a QF. Please let us, in that  
22   situation, if we can, live within our own existing  
23   transmission rights. And we can -- if it's economic  
24   for our customers -- we can back down other  
25   generation to allow the QFs to continue to move firm

1 while adding this new designated network resource.

2 And that's the only -- I mean, that was a very  
3 unique thing, it's the only one that I know of, and  
4 it explicitly did not involve interconnection  
5 because this is transmission service.

6 And the Network Operating Agreement  
7 itself is under -- and this is why I think we  
8 need -- I don't like to come before a state  
9 Commission and say, hey, you don't have the  
10 jurisdiction over this. I'm a state regulatory  
11 person. I don't like to come here and say that to  
12 you, but in this particular case, Glen Canyon is  
13 putting you in this box. One of my attorneys likes  
14 to say anything you do, you're going to bump into  
15 FERC. So you have jurisdiction over the  
16 interconnection process and interconnection costs.  
17 At issue in this case are, I think, at least four  
18 FERC jurisdictional agreements that are just -- and  
19 I'm lumping APS contracts in there as one agreement  
20 even though I think it's three -- our Network  
21 Integration Transmission Service Agreement, which  
22 pretty much sets out our network transmission rights  
23 with PacTrans -- the Network Operating Agreement is  
24 sort of underneath that Network Integration  
25 Transmission Service Agreement. It is, here's your



1 rights, and the NOA is, here's how you get to use  
2 them, sort of more the operational details. So it  
3 only relates to network transmission service, and it  
4 doesn't relate to interconnection at all. And so  
5 there's the NITSA -- that's the Network Integration  
6 Transmission Service Agreement; the NOA, also FERC  
7 jurisdictional; the APS contracts, and the OATT.  
8 And all of those are -- nothing that Glen Canyon is  
9 proposing in this docket is consistent with those,  
10 and if we are required to conduct the  
11 interconnection study in the way they propose, it  
12 would be different than any other interconnection  
13 study we have ever done. And, in my mind, that  
14 would be discriminatory, and it would be  
15 inconsistent with the open access transmission  
16 principles that FERC has established. We've talked  
17 a lot about -- and not only would it be inconsistent  
18 with the agreements, it would be inconsistent with  
19 Orders 2003A and 2003, FERC's required calculations  
20 of available transfer capability, and FERC's general  
21 authority over transmission service.

22 And with that, I've thrown a lot out  
23 there and a lot has been said. So I would love to  
24 have a dialogue with questions you have about all  
25 this, because I think from a state rights

1 perspective, FERC can seem silly. Why don't you  
2 look at actual usage? I have people internally who  
3 are like, why don't they look at actual usage? But  
4 they don't. So please ask me any questions you may  
5 have about this, or we can do that later.

6 COMMISSIONER LEVAR: I think we'll go  
7 to questions now. Commissioner White, do you have  
8 any questions for her? I'll just note I realized as  
9 I was talking about the order, I left Mr. Jetter  
10 out. He did file a response to the motion for  
11 motion to dismiss. You did not file anything on the  
12 motion for preliminary injunction. Do you intend to  
13 participate in both, or just the motion to dismiss?  
14 We don't need an answer now. You can think about  
15 it.

16 MR. JETTER: Okay.

17 COMMISSIONER LEVAR: Okay.  
18 Commissioner White.

19 COMMISSIONER WHITE: Let's talk about  
20 FERC jurisdiction for a second. Is it within FERC's  
21 jurisdiction to even ask these questions? In other  
22 words, to essentially make a request that's really  
23 something that's in the purview of the TSR world  
24 versus the -- do we have the right under our  
25 jurisdiction to even ask questions that are -- what

1 it sounds like from your testimony today is that  
2 it's really within the transmission service request  
3 world. Do we have the right or the jurisdiction to  
4 even ask those questions?

5 A If I'm understanding your question  
6 correctly, for instance, application of NOA  
7 Amendment --

8 Q Let me back up for a second. I've been  
9 told by Mr. Dodge and you that our world is the  
10 interconnection study world. Are these questions  
11 that we're talking about here really something  
12 that's within that other world that's called the  
13 FERC world, which is a transmission service request  
14 world? Do we even have the right to ask those  
15 questions when this is, I guess, mocks of the  
16 interconnection study world?

17 A Well, I believe that this Commission does  
18 not have the ability to interpret or apply the NOA  
19 or the NOA Amendment. I think that's within FERC's  
20 jurisdiction. I think what Glen Canyon has tried to  
21 do -- and Glen Canyon actually acknowledges in  
22 Mr. Moyer's surrebuttal or perhaps his rebuttal --  
23 that the NOA is a transmission service agreement,  
24 and that's when I think he sort of shifted to this  
25 idea of, but the principles can apply somewhere

1 else. So don't specifically -- we know that's  
2 FERCy -- so don't specifically apply the NOA  
3 Amendment, but the principles of redispatch could  
4 still be applied in the interconnection context, and  
5 they're trying to wedge that into your authority.

6           So do I think, from a general perspective,  
7 could this Commission decide as part of  
8 interconnection processes, that it wants PacifiCorp  
9 to consider redispatch options? I believe, yes, you  
10 could. I don't believe that that is appropriate in  
11 this docket. I think if you want to adopt  
12 interconnection procedures that differ from the  
13 OATT, that that should happen in a generic  
14 proceeding about what those interconnection  
15 procedures should look like that involves more than  
16 one QF and Rocky Mountain Power. Because at this  
17 point in time, you have adopted in our Schedule 38  
18 the general processes in the OATT for  
19 interconnection. And to date, you don't have any  
20 sort of precedent that applies those processes in a  
21 different way other than interconnection costs  
22 because you also have jurisdiction over that. I  
23 know I'm getting a little confused here. In other  
24 words, the processes, not the interconnection costs,  
25 you haven't deviated in any precedent from the

1 processes for interconnection studies in the OATT  
2 to date. And so I think if you were going to the  
3 that, it would require a change to our Schedule 38  
4 and it would require probably a generic rule-making  
5 around what appropriate large generator  
6 interconnection looks like in the QF context. It  
7 can get a little messy, but I think that would be  
8 the appropriate way to address it and not through a  
9 one-off different interconnection study or this QF  
10 from any other interconnection study we have ever  
11 conducted.

12 COMMISSIONER WHITE: When do we get  
13 to that point, because we've seen allegations or  
14 representations in the papers filed here that there  
15 are real, you know, deadlines at stake, dollars on  
16 the line that are going to go hard. Is there a  
17 response to the issues of how long do we wait until  
18 we get to that point where we actually have the  
19 right to have those issues resolved? Where is that  
20 point where the Commission gets involved?

21 MS. LINK: I mean, you could open  
22 that rule-making tomorrow if you wanted to. I think  
23 the issue here is that QF -- I mean, PURPA is harsh.  
24 It's a harsh law, and it has harsh application in  
25 the real world. We have a must-purchase obligation

1 and we can't deviate from that. FERC precedent says  
2 you should move that on firm power, and they've  
3 acknowledged that our choice -- through the NOA  
4 Amendment -- our choice to do that by designating  
5 QFs as designated network resources is appropriate.  
6 And that means we need firm transmission to move  
7 them, except if we are in a situation where we can  
8 back down. That tool is meant to give us  
9 flexibility. We've tried to look at whether we  
10 could use that tool in this case, and decided that  
11 we can't. We don't have anything else that's --  
12 first, there's no requirement that we turn over our  
13 transmission rights to them. Second, in this  
14 particular case, that NOA Amendment doesn't work.  
15 We don't have existing firm network rights over that  
16 line all year, so we can't do what they want. At  
17 most, we could move them half the year on network  
18 transmission, but then we run into the issue of the  
19 NOA -- the APS contract. And so I think there's  
20 this idea that we're just refusing to use this tool  
21 that we have and we're not. We can't. And we have  
22 tried to come up with ways -- we've internally  
23 looked at, can we let them go ER and see if there's  
24 things we can do for flexibility on the transmission  
25 service side, and we don't think FERC precedent lets

1 us do that. And we don't think that it solves the  
2 problem. We think all that does is shift the  
3 identification at this point in time of the network  
4 upgrades into the TSR where we would have to build  
5 this line.

6 And I want to clarify that part of  
7 the, we need to be so quick, is of Glen Canyon's own  
8 making. Part of the problem we're in is Glen  
9 Canyon's own making. They located in a spot where  
10 there's no ATC, which is posted on OASIS. The fact  
11 that FERC precedent requires ATC for a new  
12 designated network resource is FERC precedent. It's  
13 out there. It's Madison, it's other cases. The  
14 fact that there was no ATC on this line is on OASIS;  
15 it wasn't new. There was no ATC when they decided  
16 to site here. And then they chose to be a QF, which  
17 means we can't curtail you, we can't move you as  
18 available, we have to take you firm. And if they  
19 chose not to be a QF, they could do ER and be  
20 as-available and sell their power when we can move  
21 it. But they chose to be a QF, and that changes the  
22 dynamics and imposes obligations that do put our  
23 customers at risk that we are trying to protect  
24 customers from through the NOA Amendment, allowing  
25 us to live within our means when it's cost effective

1 for our customers, rather than building and through  
2 requiring network resource interconnection and  
3 appropriately siting interconnection for  
4 deliverability upgrades to the QF, which is  
5 completely consistent with that CFR I kept running  
6 in front of you guys during cross that says that  
7 interconnection costs can include transmission  
8 costs, and that the whole point of FERC having that  
9 rule was to give states the flexibility to make sure  
10 that customers are not paying for anything that the  
11 utility wouldn't otherwise do, or costs the utility  
12 wouldn't otherwise incur but for the addition of  
13 this QF. And that's FERC's basic standard is, you  
14 get the flexibility to impose costs, whatever costs,  
15 are being incurred by this utility but for -- that  
16 they wouldn't otherwise incur -- but for the  
17 addition of this QF.

18 And Mr. Dodge kept trying to make a  
19 big deal about if this were ESM. And one of the  
20 differences between ESM and a QF in this case is ESM  
21 wouldn't make the decision to site in a place with  
22 no available transfer capability. We have control  
23 over whether we choose to site and we wouldn't  
24 choose to site there. We don't have control over  
25 where a QF chooses to site. And they want to be in



1 service by 2019 which interferes with the APS  
2 contract, and they want to site here. I know it  
3 seems harsh to say I don't have a fix for that but a  
4 \$400 million transmission line, but I really don't  
5 have a fix for that but a \$400 million transmission  
6 line, not in 2019. I will have a fix for that,  
7 potentially, when the APS contract goes away if  
8 available transmission capacity opens up, but that  
9 assumes it does. At this point, at most, you get  
10 available -- you get ATC for a few months a year  
11 unless ESM -- really which is point-to-point rights  
12 -- which ESM uses today for participation in the  
13 IEM for market sales that benefit our customers and  
14 for moving power, so I don't anticipate that that  
15 would go away. So even assuming the APS contract  
16 goes away, there are still barriers to a hundred  
17 percent network transmission across the way. We've  
18 tried -- I promise you we have tried to find a  
19 solution because this seems insane that there  
20 shouldn't be one, but we don't think the appropriate  
21 solution is to redo long-standing FERC precedent on  
22 what interconnection studies are supposed to look  
23 like, on what transmission service requests are  
24 supposed to look like. FERC never looks at  
25 redispatch in the interconnection context because

1   you're not looking at how you get a specific  
2   resource to specific load. That's the transmission  
3   service stage. You're only looking under their  
4   precedented aggregate resources to aggregate load.  
5   And that -- actually, what has been ironic about  
6   this is that's been official, because then you're  
7   looking at the network upgrades that are just  
8   interconnection driven. If you added the thought of  
9   specific resource to specific load into the  
10   interconnection context absent the assumption that  
11   existing rights can be used, then you would be  
12   identifying all of the deliverability upgrades  
13   necessary to deliver, rather than just the  
14   interconnection-driven ones. So just adding that  
15   concept without assuming you're using existing  
16   rights would actually shift more into the  
17   interconnection study than currently is considered  
18   there. If you added -- I'll go ahead and consider  
19   actual line usage and that you could -- you have to  
20   add the concepts of redispatch which can't be done  
21   here, and the concept of use of existing rights for  
22   their theory about what the interconnection costs  
23   study would show to work.

24                   And those two theories, again, they  
25   have not given any legal basis for the idea that we

1 should or are required to use our existing rights  
2 for QF power. And note, those existing rights are  
3 for the benefit of our customers. Our customers pay  
4 for them. Our network transmission usage, our  
5 retail customers pay for. Our point-to-point, our  
6 retail customers pay for, because it's been deemed  
7 prudent and useful to our customers. What they're  
8 saying is, don't use it for that, use it for us, and  
9 without any legal basis for that requirement.

10 I went on and on in response to that  
11 question. I probably raised more in the process.

12 COMMISSIONER WHITE: I have no  
13 further questions.

14 COMMISSIONER CLARK: This is a  
15 detail, but can you refresh me on what would result  
16 in the APS rights expiring in 2020, what would cause  
17 them to continue? I know it relates to Cholla, or I  
18 think it does somehow. Can you help me with that?

19 THE WITNESS: Yes. Currently, APS's  
20 rights are tied to Cholla 4, and if Cholla Unit 4  
21 retires, then the contract expires. And that would  
22 eliminate -- since that's the only designated  
23 network resource that we have down there -- that  
24 would eliminate those network transmission rights  
25 for the period -- the half of the year that we hold

1 those for APS. So that would free up that piece, so  
2 half of the year those network transmission rights  
3 could theoretically become available.

4 **Q What's the current state of our**  
5 **information -- or your information about Cholla 4?**

6 A It's in flux. I think you guys are  
7 probably familiar with Mountain Unit 3 and the  
8 assumptions around that where -- let's refuel it  
9 with natural gas, let's retire it this date, let's  
10 retire it that date. These things shift as we  
11 reassess things after we've done IRPs. It's the  
12 same situation with Cholla 4. We have no concrete  
13 or firm commitment to close Cholla 4 at this time.  
14 We are, as we should, reassessing its economics and  
15 making sure that it's an economic resource for our  
16 customers. And any decision to retire it would be  
17 based on that. At this point, our preferred  
18 portfolio in our 2017 IRP includes an assumption  
19 that Cholla 4 retires in 2020.

20 COMMISSIONER CLARK: Thank you.

21 BY COMMISSIONER LEVAR:

22 **Q I've got a few. In your motion, you raise**  
23 **the issue of rightness. If a QF ahead of Glen**  
24 **Canyon in the queue were required to make a**  
25 **transmission network upgrade that then could also**

1     **accommodate Glen Canyon and then that QF failed to**  
 2     **perform, what would be the next step?**

3           A     So in the interconnection context, it can  
 4     be a QF or non-QF in the interconnection queue who  
 5     is responsible for building those network upgrades.  
 6     If they don't actually do that and the  
 7     interconnection study assumes that they have been  
 8     built, then the interconnection would need to be  
 9     restudied to see what is required now that those  
 10    network upgrades weren't actually in place.

11           Q     **Thank you. The Oregon order in April of**  
 12    **2010 that we have talked about yesterday and today,**  
 13    **did Oregon exceed their jurisdiction in this order?**

14           A     No.

15           Q     **Then how would you distinguish that from**  
 16    **what Glen Canyon is asking us to do from what Oregon**  
 17    **did in 2010?**

18           A     I would go back to the earlier questions  
 19    from Commissioner White when talking about you do  
 20    have jurisdiction over allocation of interconnection  
 21    costs, which is what Oregon exercised there in  
 22    saying network upgrades are allocated to the QF  
 23    unless the QF can prove that they benefit everybody,  
 24    which is a high burden, I admit. And then in the  
 25    interconnection context, like I told Commissioner

1 White, I think you do have the authority to  
2 generally set a different interconnection process  
3 than that in the OATT. But at this point in time,  
4 you adopted Schedule 38 which you guys have  
5 approved, and it uses -- generally uses the OATT  
6 interconnection processes. If you wanted to deviate  
7 from that, which is within the exercise of your  
8 authority, I think that is more appropriately done  
9 in a case where other QFs get to weigh in on what  
10 those interconnection studies should look like and  
11 not in a single dispute between parties such as us.

12 **Q Thank you. Can you identify any areas**  
13 **where there's joint FERC and state Commission**  
14 **jurisdiction?**

15 A Well, I would put it this way, that FERC  
16 will exercise guidance over state decisions in some  
17 cases when it comes to PURPA. They try to have a  
18 clear line between FERC jurisdictional and state,  
19 and state is QF interconnection, QF interconnection  
20 costs, avoided cost pricing, and whether a LEO has  
21 formed, a legally enforceable obligation. FERC has  
22 weighed in on those things. QFs or utilities have  
23 gone and asked for FERC input on various aspects of  
24 that, and FERC has weighed in -- there's a little  
25 bit of competing precedent on whether FERC considers

1 those binding on a state or whether they just  
2 consider them advisory. I think there was a recent  
3 LEO decision where they said it was advisory, but  
4 that's where I think states -- I think even states  
5 can seek FERC guidance in instances as well as. For  
6 example, if a commission feels that there is such a  
7 QF burden that it's not in the interest of the  
8 retail customers, a state commission can actually go  
9 to FERC and ask for release of the must-purchase  
10 obligation in the state. So there's weird,  
11 overlapping areas, but for the most part it's clear  
12 that avoided cost pricing, LEOs, interconnection,  
13 and interconnection costs are in your authority.

14 Q Thank you. I'm just going to ask your  
15 opinion. Under these identical facts, if Glen  
16 Canyon were to file a complaint with FERC asking  
17 FERC to order Rocky Mountain Power to provide -- to  
18 make the request of PacTrans that they're asking us  
19 to require Rocky Mountain Power to make, and asking  
20 FERC to require Rocky Mountain Power to actually  
21 redispatch to accommodate this QF, in your opinion,  
22 would FERC accept and adjudicate that complaint?

23 A To the extent that that complaint  
24 involved application of the NOA Amendment, yes. To  
25 the extent it was solely related to interconnection,

1 I don't know whether they would accept jurisdiction  
2 or not. I think they might do one of their, we'll  
3 took a look at it and provide our opinion. I think  
4 because Schedule 38 -- they may exercise  
5 jurisdiction because Schedule 38 incorporates the  
6 OATT and they would want to interpret the OATT  
7 provisions, but I can't know for sure whether they  
8 would or not.

9 COMMISSIONER LEVAR: Thank you.  
10 That's all I have. I think it's probably a good  
11 time for a break and considering that it doesn't  
12 look like we can push through this in a short period  
13 of time, it makes sense to take a lunch break. So  
14 why don't we reconvene at 1:00. Thank you.

15 (A lunch break was taken.)

16 COMMISSIONER LEVAR: We're back on  
17 the record and if nobody else has anything  
18 preliminary, we'll go to Mr. Dodge or Mr. Russell  
19 for oral argument on the motion to dismiss by  
20 PacifiCorp.

21 ORAL ARGUMENT SUMMARY OF GLEN CANYON SOLAR BY MR.

22 DODGE

23 MR. DODGE: Thank you, Mr. Chairman.  
24 Thank you all for your indulgence during this long  
25 and sometimes tedious hearing.



1 I'd like to try at least my best to  
2 clarify and solidify what Glen Canyon Solar is  
3 asking for in this docket. I'll acknowledge that  
4 the specific verbiage we've used in our various  
5 filings has been refined over time as we've  
6 understood and tried to respond to PacifiCorp's  
7 concerns and objections. The essence of our request  
8 has never changed, and that is Glen Canyon Solar has  
9 two signed QF contracts that it would like to  
10 perform under. They are requesting that their  
11 energy that they deliver from those two projects be  
12 allowed to be delivered over existing transmission  
13 rights that will avoid the necessity of anyone  
14 running the risk of \$400 million worth of network  
15 upgrades to duplicate a line that is virtually never  
16 used, or at least not on a firm basis.

17 We are seeking a simple and a  
18 practical solution. PacifiCorp has admitted that if  
19 it were to build a project like this, it could  
20 interconnect as an ER and sell power on an  
21 as-available basis which, as we have demonstrated,  
22 would be virtually every hour of the year, given the  
23 underutilized nature of transmission in this area,  
24 south to north. They would then be able to use NR  
25 and firm transmission rights once the Cholla plant

1 closes. We submit that nondiscrimination against a  
2 QF in this context requires effectively the same  
3 thing.

4                   Glen Canyon Solar has indicated it's  
5 willing to take the risk of the interpretation of  
6 its PPA, which includes a curtailment clause that  
7 allows curtailment in those unusual circumstances --  
8 we believe they will be unusual -- when APS is fully  
9 utilizing its south-to-north rights on that path and  
10 there's no other path available, there's no non-firm  
11 or short-term firm transmission available. We  
12 believe with that, it would solve the problem. Now  
13 the issue is PacifiCorp says it can't be done.  
14 That's a practical solution, and they're not saying  
15 the practical solution wouldn't work, other than  
16 they say no we can't do it under FERC law, we can't  
17 do it, we can't do it. I submit that PacifiCorp is  
18 relying on an arcane and rigid interpretation of  
19 FERC rules to try and avoid a practical and  
20 reasonable solution.

21                   The fatal linchpin of PacifiCorp  
22 arguments is in its insistence that a network  
23 resource interconnection -- a traditional network  
24 interconnection -- under FERC's rules is necessarily  
25 required here. PacifiCorp will wave its hands and

1 say transmission, transmission, FERC, FERC,  
2 problems, problems, when it suits them, when they're  
3 trying to create an obstacle to this solution. And  
4 then retreat from the FERC world when it's pointed  
5 out that FERC has requirements such as the very  
6 clear requirement in Pioneer Wind that it's not the  
7 QF's issue to deal with deliverability of the power  
8 once it gets to the interconnection point, it's the  
9 QF's problem. They retreat then and say  
10 interconnection is within this Commission's  
11 jurisdiction. And then when we point out that FERC  
12 does not allow network upgrades to be assessed to an  
13 interconnecting customer -- even if it's identified  
14 in an interconnection study, the deliverability  
15 component -- then they retreat and say that's FERC  
16 state jurisdiction. You can't have it both ways.  
17 So the linchpin where their entire argument falls  
18 apart is insisting that an NR interconnection, a  
19 traditional FERC jurisdictional NR interconnection,  
20 is necessarily required for a QF. Both the issue of  
21 interconnection studies and approaches and this  
22 utility's compliance with the obligations of PURPA  
23 are within this Commission's jurisdiction in the  
24 first place, to the extent FERC has overriding  
25 jurisdiction to confirm that what this Commission

1 does is consistent with its regulations doesn't

2 detract from the fact it's this Commission that has  
3 jurisdiction to deal with those issues.

4                   We have presented practical solutions  
5 that can work where the effect would effectively be  
6 the equivalent of an ER interconnection for the  
7 first year so that power will move when transmission  
8 is available, and then firm -- the equivalent of  
9 firm -- network resource transmission rights once  
10 the Cholla plant closes and the APS contract goes  
11 away. There are other practical solutions. They  
12 complain about the timing, the COD -- the COD could  
13 be extended. It's not sPower insisting upon that  
14 2019 date. Had we known at the time that they would  
15 throw this one year remaining obstacle in the path,  
16 we probably would have waited and requested a later  
17 COD. We tried very hard to plan this project within  
18 the constraints of those transmission rights as we  
19 understood them, and seeing that available  
20 transmission at all hours on that path made us  
21 proceed on the assumption this could work. If a  
22 year extension is the answer, we're open to creative  
23 solutions. What we don't want is to let a one-year  
24 problem that -- in the last five years, would have  
25 existed one day out of five years -- stop a several

1 hundred million dollar investment in Southern Utah,  
2 the ability to bring economic development to the  
3 area, and to develop Utah's natural resources.

4 Another practical solution that has  
5 been offered is to make APS whole to the extent it  
6 was ever trying to use that line and not allowed to.  
7 It doesn't require an amendment of the contract. It  
8 requires the consequence of that falling on  
9 PacifiCorp in the first place, which would be to  
10 make it whole, deliver power from another source,  
11 and the cost of which we've acknowledged would  
12 properly fall on Glen Canyon Solar to make sure we  
13 retain ratepayer indifference. The specific aspects  
14 of our request, what we're specifically asking for,  
15 is for you to direct Rocky Mountain and PacifiCorp  
16 Transmission to prepare interconnection and  
17 transmission studies that don't assume the  
18 deliverability component of a standard NR  
19 interconnection, at least during the time the Cholla  
20 plant is still in existence. PacifiCorp  
21 Transmission told sPower that it could do this in an  
22 email -- they have tried to back away from that --  
23 and they have confirmed they could do it if it were  
24 themselves building by using the approach that I  
25 mentioned before.

1                   Secondly, to direct Rocky Mountain to  
2 request and for PacifiCorp Transmission to prepare  
3 the interconnection and transmission service studies  
4 that make that same assumptions that are consistent  
5 with the use of all available resources when  
6 available for delivering this resource to load.  
7 We're not asking you to direct how Rocky Mountain  
8 Power will use its transmission. This Commission  
9 doesn't get into the business of directing them to  
10 do specific things, typically, in terms of their  
11 transmission. Let them do what they need to do in  
12 real time, but you should tell them for these  
13 transmission planning purposes, assume that. And if  
14 they choose not to, presumably they will have a  
15 burden to show that what they did do is prudent. So  
16 we're not trying to get in the business of you  
17 directing Rocky Mountain Power how to use its  
18 transmission rights, rather telling Rocky Mountain  
19 Power for this planning purpose, for these  
20 interconnection studies over which we have  
21 jurisdiction, we want you to make these assumptions.

22                   We're also asking that you confirm  
23 that PacifiCorp cannot mandate, based on PURPA, that  
24 only a firm NR transportation arrangement can work  
25 under all circumstances for QFs. We believe under

1 the unique circumstances of this case, we have  
2 demonstrated why that's an unreasonable assumption.  
3 It creates hundreds of million of dollars of  
4 potential risk that shouldn't be there, and that  
5 cannot be consistent with PURPA, it can't be  
6 consistent with OATT or FERC regulations, and I  
7 submit that it's not. There's nothing in FERC law  
8 that mandates a firm transmission arrangement as  
9 opposed to a firm delivery -- excuse me, a firm  
10 purchase obligation. That's the extent of the  
11 Pioneer case and I encourage you to read that  
12 carefully. It does not mandate anything except that  
13 this utility accommodate a QF by buying its energy  
14 when it's delivered on firm basis and then dealing  
15 with it. And the Entergy case specifically  
16 indicates that you can otherwise deal with it. It  
17 isn't just a firm transmission obligation.

18 Based on the Division's concern --  
19 and we're talking, I think, in all three dockets  
20 here -- based on the Division's concerns about  
21 ratepayer indifference, Glen Canyon Solar suggests  
22 to this Commission and requests that this  
23 Commission, after this hearing, keep all three  
24 dockets open and not enter a final ruling on  
25 approval of the PPAs while this interconnection and

1 transmission process proceeds. We submit that -- we  
2 believe there will be, may be, future disputes.  
3 Depending on how that study comes back, what  
4 PacifiCorp says they can and can't do, it may be  
5 necessary to come before you. That can be in this  
6 docket or a separate one, but we're requesting that,  
7 at least as to the two PPA dockets, you leave that  
8 open for approval after this issue has been resolved  
9 to your satisfaction. We're not asking customers to  
10 take a \$400 million risk. We wouldn't want that  
11 result. The only way that result may happen is if  
12 this whole complaint gets dismissed and pushed back  
13 to FERC. We don't want that. So we're asking you  
14 to retain jurisdiction over approval of those  
15 agreements, pending resolution of this  
16 interconnection and transmission issue. And if it  
17 then gets resolved and an interconnection agreement  
18 is signed over which this Commission has express  
19 jurisdiction, then we would request the approval of  
20 the PPA at that time. Again, our purpose in  
21 requesting that is primarily in an effort to ensure  
22 that you and the Division don't have to worry about  
23 ratepayers potentially running the risk of upgrades  
24 that should be avoidable in the first place.

25 We submit that the Commission has



1 clear jurisdiction to do so each of these things. I  
2 won't go through the cases in detail, they're in our  
3 reply motion, but the Supreme Court has ruled that  
4 state commissions have jurisdiction over QF  
5 contracts, over PURPA compliance. FERC has ruled  
6 that, FERC regulations say so, and PacifiCorp  
7 Schedule 38 says you have the jurisdiction to  
8 resolve disputes involving, among other things,  
9 large QF interconnection agreements, which is  
10 ultimately what this fight is about. It's the  
11 studies leading to those agreement right now; it may  
12 later be the agreements themselves.

13                   Again, I request, I submit that a  
14 careful reading of the cases that have been cited --  
15 and we have submitted the Pioneer case and the  
16 Entergy case -- will demonstrate that it's a fallacy  
17 to read those arguments as a requirement that QFs  
18 cannot do something. It's using cases that were  
19 intended by FERC to protect QFs from utilities that  
20 don't like QFs. That's being used by PacifiCorp as  
21 a sword to stop QFs, even when there are practical  
22 solutions to every problem that they raise. We  
23 submit that Pioneer Wind cannot be used in that way  
24 and Entergy cannot be used in that way and be  
25 consistent with PURPA.

1 I believe the bottom line in this  
2 case is that PacifiCorp's unilateral insistence on a  
3 rigid, traditional, NR interconnection process as  
4 they interpret it under FERC regulations for non-QF  
5 interconnections simply will not work in a manner  
6 that produces just and reasonable results and is in  
7 the public interest under the circumstances of this  
8 case. I'd like to emphasize last that this case is  
9 not about the APS contract. We're not asking you to  
10 interpret it, we're not asking you to amend it,  
11 we're not asking you to ask PacifiCorp to amend it.  
12 We don't believe you have that jurisdiction, and APS  
13 is not here in that role where their rights under  
14 that contract is being adjudicated. We have  
15 submitted that the Commission order can accommodate  
16 APS's rights by confirming the interpretation we're  
17 willing to agree to of the curtailment provision  
18 that we get curtailed if those rights are  
19 unavailable, if no transmission rights are  
20 available. They will say PURPA won't let you do  
21 that. Again, their using a protection for QFs as a  
22 sword against QFs. Who says we can't agree to let  
23 that happen? We've agreed that interpretation of  
24 the curtailment provision to contract is proper, and  
25 that we're prepared to live with that. And take the

1 economic consequences of it, because I think the  
2 evidence has demonstrated those consequences are  
3 likely to be very, very insignificant and very  
4 short-lived.

5 With that, I thank you and I'm happy  
6 to answer any questions you have.

7 COMMISSIONER LEVAR: Let's go to  
8 Commissioner Clark first.

9 BY COMMISSIONER CLARK:

10 Q Mr. Dodge, I inferred from something you  
11 said that in your view FERC could decide the issues  
12 that are in front of us today; is that right?

13 A Let me start by agreeing with Ms. Link,  
14 for once, that this is a complicated area. We  
15 debated that and we had FERC counsel and us evaluate  
16 it, and it was our conclusion that there was a  
17 chance if we took this dispute first to FERC they  
18 would say, you need to go through the Public Service  
19 Commission. We believe, at least to the specific  
20 nature of our request which is the manner in which  
21 the studies get done, the assumptions used in those  
22 studies, that FERC would probably say that's one of  
23 those issues that we have deferred, if you will,  
24 jurisdiction to the states. I do believe and I  
25 submit that case law is pretty clear that FERC

1 retains jurisdiction over all aspects of PURPA and  
2 limited in some cases to concluding whether the  
3 Commission's interpretations of avoided cost rates,  
4 it's interpretation of interconnection costs and  
5 rights, and the LEO, all of those are subject  
6 ultimately to the Commission, FERC determining  
7 whether the Commission acted consistent with regs to  
8 the extent they dictate anything. Beyond that, we  
9 believe that this Commission is the proper place to  
10 go for resolution.

11 Q I also inferred from something you said  
12 that if FERC were to determine the questions that  
13 have been presented to us and to follow FERC  
14 precedence, that there's a potential outcome that  
15 the network upgrade costs would be assigned to the  
16 customers, generally here -- retail customers, I'll  
17 simplify my statement by using that term -- but is  
18 that your view also?

19 A Our view is the only way that risk becomes  
20 plausible is if this Commission doesn't exercise  
21 jurisdiction and resolve the dispute in a way that  
22 avoids those costs. And the reason I say that,  
23 again, falling back -- my view is that PacifiCorp  
24 tends to run to the OATT and to FERC procedures when  
25 they think it helps them and run from it when it

1 doesn't. The OATT is expressly clear, explicitly  
2 clear, that network upgrades cannot be part of  
3 interconnection, that interconnection costs --  
4 interconnection facility costs -- can be assigned  
5 directly to the interconnection customer, but  
6 anything at or beyond the point of interconnection  
7 is a network upgrade that gets socialized among all  
8 transmission users.

9 I will acknowledge that Ms. Link and I  
10 have a very different reading of the FERC regulation  
11 that defines what includes interconnection costs.  
12 She believes that that regulation says that if it's  
13 identified in an interconnection study, that makes  
14 it a part of the transmission component of  
15 interconnection costs that are assessable to a QF.  
16 I don't believe she's cited any support for that and  
17 I do not read it that way. FERC's rulings are very  
18 clear that there's a demarcation. If anything gets  
19 done on the upstream side of the point of  
20 interconnection, it is a network upgrade and  
21 everyone pays for it. We haven't explored in this  
22 case the extent to which this Commission should  
23 address a rule like Oregon attempted to. I don't  
24 even know if Oregon's rule is consistent with PURPA;  
25 it hasn't been challenged. We're not at all

1 resisting this Commission undertaking that  
2 evaluation. We will probably have a very different  
3 view than PacifiCorp about what you ought to do  
4 there. But the point I'm trying to make is if it  
5 goes back to FERC and if they follow their normal  
6 rules, I believe there is a chance the ruling would  
7 be, those are network upgrades, all 400 million of  
8 them, and that's what all customers have to pay for.  
9 We're trying to avoid that.

10 I might add one more thing. The Pioneer  
11 Wind case started before the Wyoming Commission.  
12 The Wyoming Commission had the dispute -- there was  
13 already an interconnection agreement in Pioneer  
14 Wind. They didn't insist upon the NR  
15 interconnection in the same manner they are here.  
16 It was the PPA where PacifiCorp was insisting that  
17 they have the right to curtail them at their  
18 discretion, and that's what went back to FERC and  
19 FERC found that unreasonable. So that's, again, in  
20 part why we've come here first. We think this  
21 Commission is the right place to start.

22 **Q Finally, just to make sure that the**  
23 **communication is as clear as it can be on the relief**  
24 **that you're seeking, can you relate it to page 2 of**  
25 **your Request for Agency Action and the six, I, think**

1 points that are expressed there as your request that  
2 Rocky Mountain Power must do?

3 A I can, with this caveat. As I mentioned,  
4 the specific nature or wording of our request has  
5 morphed a bit, which is permissible. Under the  
6 Rules of Civil Procedure, you can conform the  
7 complaint to the evidence. We believe that you can  
8 do so here. So with that caveat, I will go through  
9 the six that we indicated and say why I think it's  
10 consistent with what I'm now asking.

11 The first one is that PacifiCorp be  
12 required to utilize all of its existing network  
13 transmission rights and resources, including  
14 planning and operational redispatch options to avoid  
15 unnecessary and uneconomic network upgrades. The  
16 gloss I would put on that based on what we have  
17 learned since we filed that is we're asking you to  
18 require them to assume that in their studies. We're  
19 not actually asking you to order them to use their  
20 rights in any way. I'm not sure you don't have that  
21 jurisdiction under your general supervision of the  
22 Utility, but I don't think that's your normal  
23 practice, and we're not asking for that. Rather,  
24 that it be a planning assumption for the studies.

25 Secondly, I said submit a timely and

1 appropriate transmission service request pursuant to  
2 Schedule 38 for the Glen Canyon resources that  
3 requests that the study is done by PacifiCorp's  
4 transmission function, include studies and analysis  
5 of all available planning and operational redispatch  
6 options designed to avoid uneconomic network  
7 upgrades. Again, a slightly less artful way of  
8 saying what we have been trying to say here today  
9 based on what we understood at the time. But we're  
10 asking the same thing: cause a result that allows  
11 uneconomic network upgrades to be avoided.

12 The third one is submit a timely and  
13 appropriate request that PacifiCorp Transmission  
14 perform interconnection studies for the Glen Canyon  
15 resources in a manner consistent with transmission  
16 studies that assume that resource dispatch. Again,  
17 it's the consistency between the two studies, both  
18 of which assume the use of all available  
19 transmission rights and that avoid the network  
20 upgrades that we're requesting.

21 Four was utilize and request studies of  
22 operational redispatch options consistent with the  
23 redispatch of resource assumed in setting avoided  
24 cost prices in the Glen Canyon PPA. Again, we've  
25 refined that somewhat, but we're still saying



1 consider the use of existing resources -- including  
2 when necessary in that first year only -- a  
3 redispatch-like option. We're not saying it has to  
4 be under the NOA Amendment. We reference that  
5 because it's such a good explanation of what we're  
6 trying to do in avoiding unnecessary upgrade costs,  
7 but by using short-term firm, non-firm, and other  
8 similar transmission rights in that one year, we  
9 expect the overlap will cause that to happen.

10 Fifth was to avoid imprudent action or  
11 failures to act that might trigger unnecessary and  
12 uneconomic network upgrades, the cost of which could  
13 fall on PacifiCorp and its customers under  
14 applicable regulations and precedent. I think that  
15 goes back to the exchange we just had. We're saying  
16 make them use planning and study assumptions that  
17 avoid the risk that it goes into network upgrades  
18 that may be socialized.

19 And then, lastly, avoid unlawful  
20 discrimination by utilizing available operational  
21 dispatch options for the Glen Canyon resources.  
22 And, again, our view is because PacifiCorp can and  
23 would, if it chose to build this resource in the  
24 identical spot, have solutions that wouldn't trigger  
25 \$400 million worth of resources, and because it's

1 using a similar flexible approach in its Wyoming  
2 Winds resources, we submit if they'll just use that  
3 same creativity for us -- recognizing they don't  
4 like QFs very much -- if they'll use that same  
5 flexibility for us, they can cause the same result  
6 that they could or will for themselves.

7 COMMISSIONER CLARK: Thank you. That  
8 concludes my questions.

9 COMMISSIONER LEVAR: Commissioner  
10 White.

11 BY COMMISSIONER WHITE:

12 Q I want to follow up -- this is the first  
13 time I've heard the proposal or request to what  
14 amounts to a stay of the consideration of the PPA  
15 dockets. One question I have is -- and I'm not, you  
16 know, intimately familiar with the terms and  
17 conditions of those documents in terms of -- I'm  
18 wondering what would that look like in terms of,  
19 aren't there timelines and avoided costs that are,  
20 you know, potentially going to become stellar? What  
21 would we do with those and would we be allowed to  
22 actually just put those on a shelf for who knows how  
23 long?

24 A And maybe I should have clarified. It is  
25 the first time. We have huddled in response to what

1 we have heard from the Division, and want to address  
2 that because it's the last thing that Glen Canyon  
3 Solar wants to be viewed as -- as a Utah Company  
4 with deep roots in the state -- the last thing it  
5 wants to be responsible for is somehow causing  
6 hundreds of millions of dollars of costs to be  
7 spread to Utah ratepayers. In response to that, our  
8 proposal is not a stay, but that you -- your order  
9 basically says -- I think you could find that other  
10 than this interconnection issue, there's no question  
11 by anybody as to its prudence, and it's appropriate.  
12 But you're going to stay final approval of it until  
13 you're satisfied through the interconnection  
14 process. Again, that interconnection agreement,  
15 subject to your jurisdiction, it will ultimately  
16 come back if there are disputes. And I would  
17 envision that you would instruct in the order that  
18 once that issue is resolved, to let you know and  
19 you'll issue a final order approving that, assuming  
20 it's resolved to your satisfaction. Maybe it would  
21 be by stipulation, maybe we'll come back and have  
22 another argument. There are timelines that are very  
23 problematic, and with all due respect to Ms. Link,  
24 it is not Glen Canyon that's caused those delays.  
25 It's the PacifiCorp Transmission delays that have

1 put us at risk of meeting those timelines.

2 We still believe it could happen, assuming  
3 we get the kind of direction we're hoping for from  
4 you. And if we get a good faith response from  
5 PacifiCorp, we think we could still do it within  
6 those timelines, assuming they quickly finish the  
7 interconnection studies. If that doesn't happen, we  
8 may have to ask for another type of relief that  
9 would involve some of those deadlines, but we're  
10 not, right now, asking for that.

11 Q I do appreciate the creativity and  
12 problem-solving and that Glen Canyon is going to try  
13 and approach this in a different way, but harking  
14 back to the dialogue you had with Commissioner  
15 Clark -- and no disrespect to the FERC counsel --  
16 but I'm thinking through this, and whether or not  
17 you characterize PacifiCorp's interpretation as  
18 arcane or rigid, they're still involving some  
19 heavily, at least from what I can see, FERC  
20 jurisdictional questions. Maybe they're not, maybe  
21 they are, but it seems to me -- go back to that  
22 issue of why doesn't it make sense to go there first  
23 and have them tell us or mandate us that this is  
24 within your shop, PSC, rather than here to DC and  
25 then back here again. I'm trying to figure it out

1    because, you know, I agree there's a lot of very  
2    complex and challenging questions that -- I'm going  
3    to look at those cases again, but I'm kind of  
4    throwing that out there.

5           A     And I understand. Again, we struggled  
6    with it. Our belief is that this dispute, the  
7    specific elements of this dispute before you are all  
8    interconnection related over which FERC has  
9    confirmed that you have jurisdiction. And so we  
10   think if we went back there over an interconnection  
11   issue that they would say, you didn't go to the  
12   Commission like you were supposed to. We think you  
13   have jurisdiction over this. That's what I've tried  
14   to confirm. We're not asking you to direct that  
15   transmission rights be done in a certain way, but  
16   you're not subject to the arcane -- if you will  
17   accept that word -- notions of how PacifiCorp views  
18   its interconnection obligations for FERC  
19   jurisdictional studies. You aren't bound by those,  
20   and so I don't think you need to go to them and have  
21   them say it's your job first. We think it's your  
22   job to do the interconnection study analysis to  
23   decide if they're doing it right, instruct them how  
24   to do it for QFs -- and, here again, I'll disagree  
25   with Ms. Link -- I do agree that a rate-making or

1 rule-making process going forward is probably  
2 appropriate on a generic basis. The reason we  
3 oppose their request for declaratory judgment on  
4 that issue in the first place and deferred it to  
5 this one is that there's a specific dispute, and  
6 it's very common for this Commission to resolve a  
7 specific dispute in a litigated context and then  
8 transfer that into a rule-making process where it  
9 becomes a general rule. We think that's the  
10 appropriate way to proceed here.

11 **Q Is it possible if this specific dispute**  
12 **were resolved based upon the facts of these two**  
13 **counter parties that that could become a generally**  
14 **applied principle or to other QFs in the future?**

15 **A** I think Utah laws are clear that it can't  
16 do that, it can't have general applicability unless  
17 you do go through a rule-making. And the unique  
18 circumstances here aren't necessarily the  
19 circumstances that will exist in all. A rule-making  
20 should be a much broader investigation identifying  
21 circumstances under which a particular approach may  
22 or may not work. We think we've got a unique,  
23 specific circumstance and unique right dispute that  
24 we'd like you to resolve and then we will  
25 participate in a constructive way in trying to deal

1 with it on an ongoing basis.

2 COMMISSIONER WHITE: That's all the  
3 questions I have.

4 BY COMMISSIONER LEVAR:

5 Q Mr. Dodge, does the relief Glen Canyon is  
6 asking us to take, as you have clarified here,  
7 require us to presume FERC would allow the treatment  
8 of Glen Canyon's power that you've requested until  
9 Cholla is closed? As long as Cholla is open, you  
10 said there are ways to manage this. Do we have to  
11 presume that FERC would allow any of those options  
12 to grant the request that's being allowed?

13 A I guess the way I would say it is that I'm  
14 asking you not to just assume that FERC prohibits  
15 it. That issue has not been presented, to my  
16 knowledge. Certainly nothing quoted here has said  
17 that, and I encourage you to reread those cases that  
18 are cases directing the utility what it cannot do to  
19 thwart its must-purchase obligation. They were not  
20 directed about what QFs can't do, the flexibility  
21 that they can't have. And so what I'm asking you to  
22 do is don't assume that they precluded it. If  
23 PacifiCorp thinks they have, then I guess they can  
24 take the dispute there, but I don't think you need  
25 to assume that they have precluded that. And

1 because you have control over the interconnection  
2 process, the PURPA compliance process, I still  
3 submit that issue rests firmly with you unless and  
4 until FERC tells us that's wrong. And I would be  
5 happy to have that discussion with FERC, because I  
6 think they look to protect QFs from utilities that  
7 don't want to deal with them, not let them use their  
8 rulings in that regard, as a sword against a QF.

9 Q Let me ask that in a different way.

10 Between the two, I mean, we could decide that we  
11 think it's certain that FERC would allow that  
12 treatment while the Cholla plant is still open, and  
13 we can presume that FERC will not. I think we've  
14 probably got enough in those FERC cases to at least  
15 give it some uncertainty. There's some language  
16 that causes some concern as to whether FERC would  
17 allow that. Do we need more certainty than we have,  
18 to use that assumption to order PacifiCorp to make  
19 planning assumptions based on something that seems  
20 like it clearly would be in FERC's hands?

21 A I guess my reaction would be to analogize  
22 it to a trial court and an appellate court. If your  
23 reading of the appellate court cases that are  
24 controlling don't address the issue, then the court  
25 with jurisdiction makes that decision, subject to



1 potential review. And I believe that's how FERC --  
2 it's a very limited review role that FERC has,  
3 making sure that rulings are not inconsistent with  
4 specific FERC regulations. There is no regulation  
5 that specifically says one way or the other whether  
6 you could do what we're asking you to do, but to the  
7 extent that PacifiCorp interprets precedent -- not  
8 regulation but precedent -- as precluding it, that  
9 would be an issue they would have the right to take  
10 to them to try and get them to rule that way, but I  
11 don't think you have to assume that. I think you  
12 can read it as you understand it best and decide how  
13 you believe the FERC rulings -- if they dictate any  
14 particular outcome.

15 Q Do we -- changing topics a bit, to order  
16 PacifiCorp to use redispatches of planning  
17 assumption, do we need to presume that we have the  
18 authority to order them to redispatch? Can we order  
19 them to plan for something that we can't order them  
20 do?

21 A I believe the answer is yes. And, again,  
22 what you're ordering them to do is in the studies,  
23 make assumptions about using their existing rights,  
24 which for one year may include redispatch type  
25 options. And, again, I'm not talking just a NOA

1 Amendment redispatch but redispatch type options.  
2 Tell them that's what they need to assume in the  
3 process. And then, again, practical solutions are  
4 there to make sure that customers are held harmless  
5 from that. You don't need to take the next step of  
6 saying PacifiCorp, you shall do "X." I think that's  
7 their job to do once they have the constraints in  
8 front of them, once they have this resource in front  
9 of them. They should use their resources however  
10 they can to maximize value subject, as always, to  
11 your prudence review. But we're not asking you to  
12 order them to use their rights in any particular  
13 way.

14           **Q       To what extent are their hands tied once**  
15 **Rocky Mountain Power makes the request of PacTrans**  
16 **that you're asking us to require them to make?**

17           A       Their hands are tied in the sense that  
18 they then have a resource if it gets built and  
19 interconnected. They then have a resource that they  
20 now have to move into the resource stack, and it  
21 will require some -- in the small "r" redispatch,  
22 not in the NOA Amendment context specifically -- it  
23 will require them to redispatch their stack of  
24 resources in the most economical way, including  
25 using whatever transmission is available to deliver

1    that energy to somewhere they can use it. And, you  
2    know, our argument is the evidence has shown there's  
3    lots of capacity available, it's just for one year  
4    it's tied up on a once-in-five-year usage. Without  
5    that, we wouldn't have this problem. We could get  
6    an NR interconnection using that as the firm  
7    transmission. So it ties their hands in the sense  
8    that any new resource does. It makes them now  
9    accommodate a new resource and then use all the  
10   resources to be as economical as they can.

11           Q     If we granted the relief you're asking --  
12   and I'm going to go into a hypothetical -- we  
13   granted the relief you're asking, the Glen Canyon  
14   project were built, something that passed FERC  
15   muster was done for the time period until Cholla is  
16   closed and is in place and uses up the remaining  
17   capacity. Under the interpretation of FERC  
18   precedent that you've advocated for the last two  
19   days, if some other developer built another  
20   79-megawatt project in the same geographic area and  
21   submitted an application to get a PPA as a QF, would  
22   PacifiCorp Transmission customers then be required  
23   to pay for the upgrade, capacity upgrade, necessary  
24   for that QF under the interpretation that you've  
25   advocated?

1           A       I guess I would respond to that by  
2     saying -- and in this regard I'm probably going to  
3     agree with the Division -- that the avoided cost  
4     study should reflect all the economic impacts of the  
5     redispatch necessary to deliver any given QF's  
6     energy. So if a duplicate 95-megawatt set of plans  
7     were built at the same location and came in to  
8     interconnect, I think what that study would show is  
9     that it's curtailed in most hours. It would show  
10    some hours that were not curtailed.

11           Q       **You're talking about PDDRR study? The**  
12    **avoided cost study?**

13           A       The avoided cost study. I think I agree  
14    with the Division here that on a forward-looking  
15    basis, that study needs to be looked at and perhaps  
16    instead of just removing the energy and giving a  
17    price for the few hours that are left, it should  
18    reflect in some manner the overall cost implications  
19    to the Utility. In this case, we don't think that's  
20    relevant because there's .01 percent curtailment in  
21    one year in the entire project. So we don't think  
22    that's -- but what if that were 80 percent, maybe  
23    60 percent if another unit came in and plopped down  
24    next to it. I agree that on a going-forward basis  
25    we need to look at that. That avoided cost study

1 ought to say, sorry, we're only going to dispatch  
2 you 40 percent of the time. That's all the price  
3 you get. Then the self-correcting thing -- and I'll  
4 admit, we thought that's how it did work. It was  
5 not until we understood from Mr. MacNeil how it did,  
6 that we said we may have a problem here until we saw  
7 that there wasn't any curtailment on ours. But if  
8 there is significant curtailment, there ought to be  
9 a solution other than just removing it and then  
10 taking the risk of having it deliver everything it  
11 gets brought to them. So I would support  
12 addressing the avoided cost pricing methodology  
13 going forward to ensure that doesn't happen.

14 COMMISSIONER LEVAR: Let me see if I  
15 have any other questions. That's all my questions.  
16 Thank you.

17 MR. DODGE: Thank you.

18 COMMISSIONER LEVAR: Mr. Jetter.

19 ORAL ARGUMENT SUMMARY FOR THE DIVISION BY MR. JETTER

20 MR. JETTER: Thank you. I'd like to  
21 just briefly address a few things that have come up  
22 and give you the Division's legal view of these  
23 issues.

24 The first one is whether network  
25 upgrades may be included in the interconnection

1 costs for QFs. And I think it's fairly clear from  
2 FERC, I'll read -- this is the Pioneer Wind order  
3 from December 16, 2013 -- and I'll briefly read -- I  
4 think what's important to look at here is  
5 footnote 73. And it starts out by explaining that  
6 the purchasing utility is responsible for the  
7 transmission, and they go on to say, this is the  
8 quote, "This is not to suggest that the QF is exempt  
9 from paying interconnection costs," and the  
10 citation, "which may include transmission or  
11 distribution costs directly related to installation  
12 and maintenance of the physical facilities necessary  
13 to permit interconnected operations." And the next  
14 sentence continues, "Such permissible  
15 interconnection costs do not, however, include any  
16 costs included in the calculation of the avoided  
17 costs. Correspondingly, implicit in the  
18 Commission's regulations, transmission or  
19 distribution costs directly related to installation  
20 and maintenance of the physical facilities necessary  
21 to permit interconnection operations may be  
22 accounted for in the determination of avoided costs  
23 if it had not been separately assessed as  
24 interconnection costs." And I think what's  
25 important to recognize about that is that there's

1 really two levers that can move, but they need to be  
2 coordinated so that a QF's interconnection isn't  
3 either paying twice for the same network upgrade or  
4 not paying at all for a network upgrade that's  
5 caused by the project.

6                   And so in light of that, the fear  
7 that the Division has in this case is that if the  
8 PPAs are approved at the price that does not include  
9 the network upgrade costs that are beyond the point  
10 of interconnection, and then this proceeds to a FERC  
11 opinion which results in a rejection of the idea  
12 that it would be provided on an as-available basis,  
13 for example, for the first year, that's the scenario  
14 where you're separating the two interconnected  
15 issues of the interconnection costs or whatever  
16 portion of those costs might be included in the  
17 avoided cost study. You might have two,  
18 effectively, inconsistent rulings from two different  
19 administrations that that's the scenario where the  
20 \$400 million ends up going into the socialized  
21 transmission system costs and spread among all  
22 customers. And so that's why I think we would  
23 support the idea of -- some sort of a stay would  
24 work, but a conditional approval pending some sort  
25 of a resolution of these issues, and it would

1 certainly give us a lot more comfort to have a FERC  
2 opinion that would allow, at least a time-limited --  
3 I don't want to call it a waiver of the must-buy --  
4 but the ability of the QF to curtail voluntarily in  
5 certain circumstances to avoid a transmission  
6 upgrade.

7 My caution would be to be careful  
8 when splitting avoided cost calculation from the  
9 interconnection costs. I don't think that the  
10 Division is particularly concerned with the idea of  
11 asking PacifiCorp, or Rocky Mountain Power, to ask  
12 PacifiCorp Transmission for a study that's something  
13 other than an NR interconnection, however, based on  
14 at least the FERC precedent that we have right now,  
15 it seems to point fairly strongly towards the idea  
16 of firm transmission being a pretty solid  
17 requirement. There's no precedent that I'm aware of  
18 that prohibits a QF from voluntarily selling on  
19 something less than a firm basis, and I think that's  
20 an open question that we really don't know the  
21 answer to.

22 And circling back, the fear we have  
23 is the Pioneer Wind situation where in that case,  
24 that actually was a term of the PPA which was then  
25 brought up in a challenge after the PPA was -- I



1 believe it was signed in that case, but I'd have to  
 2 double check on the facts. But that's kind of our  
 3 fear is that we make the decision here of what we  
 4 think FERC will do, they reverse it, and then we're  
 5 stuck with a PPA that doesn't account for a cost  
 6 that might have otherwise been in there. Hopefully  
 7 that's clarifying our position on that.

8 COMMISSIONER LEVAR: Thank you.  
 9 Commissioner White, do you have any questions?

10 BY COMMISSIONER WHITE:

11 Q I want to follow up on that concept you  
 12 brought up about the potential for a QF to elect --  
 13 and I'm referring more to the PURPA world of having  
 14 a choice between a long-term dealer or as-delivered  
 15 prices -- if a QF decided they wanted to have an  
 16 as-delivered price they could do that, but that  
 17 would be a different type of pricing scheme?

18 A I think we need to take a different look.  
 19 The calculation of the avoided costs would certainly  
 20 be different. For example, the ones that we  
 21 typically do every year on a one-year basis are a  
 22 little different. I don't know that the  
 23 interconnection in that case would necessarily be  
 24 different because of the election to sell on an  
 25 as-available basis, and I think the reason I would

1 say that is that the federal regulation on that  
 2 requires them to buy as available, and so whether  
 3 the QF is deciding to sell on essentially a  
 4 market-based price or as-available basis, however  
 5 they chose to do that, doesn't change the obligation  
 6 of the purchasing utility to purchase all energy  
 7 that's made available, whether that's due to a  
 8 long-term contract or not. At least, I'm not aware  
 9 of any precedent from any jurisdiction that would  
 10 confirm that.

11 COMMISSIONER WHITE: That's all the  
 12 questions I have.

13 COMMISSIONER LEVAR: Commissioner  
 14 Clark.

15 BY COMMISSIONER CLARK:

16 Q I think I heard in your argument,  
 17 Mr. Jetter, some concern that the Commission, if it  
 18 views interconnection costs with assumptions that  
 19 are later invalidated by FERC, that network upgrade  
 20 costs could hang in the balance -- the  
 21 responsibility for those costs could hang in the  
 22 balance and you're cautioning us about that. Am I  
 23 --

24 A That's correct. As I've run through the  
 25 scenarios that end up with -- what we're mostly

1 concerned about is the ratepayer protections against  
2 an increase in cost that's not justifiable for any  
3 reason other than a QF that presumably would be an  
4 avoided cost, and consumers would be neutral to  
5 that. So that's -- the intention is to be careful  
6 about that scenario, because I think that's the one  
7 scenario where it could go wrong for consumers. And  
8 I would add to that, that I can envision other  
9 scenarios for some of the examples today. One of  
10 them would be the instance where there was a  
11 work-around to wield the power through APS's system  
12 and back into another point of delivery. I think  
13 the appropriate solution for that would be to  
14 include that in the PPA as part of the avoided cost  
15 calculation for those hours, and we wouldn't  
16 necessarily need to change the fixed price across  
17 the board but have a -- I don't know if you would  
18 call it a rider or something -- that, in this  
19 scenario, these hours are paid at a different rate  
20 because of wheeling costs. If we approve the PPAs  
21 before we know the results of what might happen with  
22 the interconnection, we might lose the opportunity  
23 to revisit those and fix the avoided costs to cover  
24 those costs in a different way.

25 Q Without that process, I'm wondering if,

1 given what the Division has learned the last couple  
2 of days through this hearing, that it would still  
3 use the word "innocuous" in directing or inviting  
4 the Commission to take the actions that we have been  
5 invited to take by the Division.

6 A I think we've learned a lot since those  
7 comments in terms of, if nothing else, the nature of  
8 APS's rights on that transmission line and  
9 PacifiCorp's rights on the line. I'm not sure we  
10 still have a very clear idea of what the results of  
11 those studies would be, and I don't know  
12 necessarily -- and this may be an appropriate  
13 question for counsel from Rocky Mountain Power --  
14 whether the study would guarantee a right to accept  
15 the results of that study and give you, essentially,  
16 an option to sign up for that. I think our view is  
17 that the study itself would give us the results of  
18 what the cost would be, but not necessarily entitle  
19 Glen Canyon a right to interconnect on that basis.  
20 And, in that case, the study seems even at this  
21 point, fairly innocuous to perform the study of what  
22 would happen if they interconnected on an ER basis,  
23 for example. I'm not entirely sure they couldn't  
24 ask for that. If they were non-QF, they could ask  
25 for that study and it shouldn't be an issue. I'm

1 not sure that would guarantee them the right to  
2 interconnect though. It might be a question for  
3 counsel of Rocky Mountain Power.

4 COMMISSIONER CLARK: Thanks. That  
5 concludes my questions.

6 COMMISSIONER LEVAR: Thank you. I  
7 don't think I have any additional questions, so  
8 thank you. Even though I think we have strayed  
9 fairly far from the motion to dismiss in our  
10 discussion, still technically that's where we are.  
11 So final word goes to Rocky Mountain Power, and then  
12 if we have any final questions.

13 MS. LINK: Thank you. I want to  
14 start where we just ended with Mr. Jetter. So under  
15 the OATT when we do an interconnection study, we are  
16 required to post the results of that interconnection  
17 study to OASIS. So they would be public, which  
18 would show that this study was done in a way that no  
19 other interconnection study has ever been done for  
20 any type of resource, and we would also be bound by  
21 the terms of it. Once we issue that study, we would  
22 be required to enter into a large generator  
23 interconnection agreement that incorporates those  
24 terms. So it does, in fact, have a legal impact.  
25 So there are several points I need to address --

1 COMMISSIONER CLARK: Could I just  
2 interrupt you there for a second? Pardon me.

3 MS. LINK: Of course. Please  
4 interrupt.

5 COMMISSIONER CLARK: So the source of  
6 the requirement that you have just described, is it  
7 the OATT?

8 MS. LINK: It's the OATT.

9 COMMISSIONER CLARK: And are you able  
10 to provide citation beyond that?

11 MS. LINK: I will have my -- we'll  
12 provide it.

13 So a couple -- there's a lot to cover  
14 from what Mr. Dodge asserted -- but I'm going to  
15 start with Pioneer Wind. Mr. Dodge asserts that  
16 Pioneer Wind was meant to protect QFs and that  
17 PacifiCorp is inappropriately using that as a sword  
18 to prevent QF development, and he is absolutely  
19 incorrect. If you read the pleadings in Pioneer  
20 Wind, we practically begged FERC to give us the  
21 option to do exactly what they're requesting here,  
22 which is priority curtailment where they would be  
23 able -- we would move the QF power as much as we  
24 could, we would curtail other resources first  
25 because of the must-purchase obligation, but if we

1 needed to curtail because there was not sufficient  
2 transmission, then we could curtail the QF. We  
3 asked them for that because what the NR  
4 interconnection study that was performed for Pioneer  
5 Wind showed was that we needed to build Gateway to  
6 interconnect their system. And neither Pioneer Wind  
7 nor us wanted to build Gateway at the time. And so  
8 we were trying to find a way in negotiations with  
9 Pioneer Wind for a way forward, and we came up with  
10 exactly the same thing that they're suggesting here:  
11 you allow us to voluntarily curtail. We were in the  
12 middle of negotiations when Pioneer Wind came to the  
13 Commission. We had not signed a PPA. We were in  
14 the middle of the negotiations when Pioneer Wind  
15 tried to -- went to the Commission and, we think,  
16 changed their position and asserted that we were  
17 trying to force curtailment on them when that was  
18 not our understanding of the negotiations we were  
19 having. We were offering it as an option. They  
20 said no, you were trying to force it on us, and so  
21 FERC came in in the middle of those negotiations and  
22 said, we know you haven't finished yet but, no. We  
23 want to make it clear, PacifiCorp, you can't do  
24 that. You cannot curtail them in the way you would  
25 other non-firm network resources. So we interpreted

1 that to mean we have to move QFs over firm  
2 transition because FERC made it clear that we could  
3 only curtail under the circumstances in the -- that  
4 we have been talking about -- in emergency  
5 curtailment and extremely low load conditions.

6 We are not the only ones that  
7 interpreted Pioneer Wind this way. FERC, in fact,  
8 itself did. In our NOA Amendment Order where  
9 FERC -- in fact, in the paragraph where FERC states  
10 that it is approving the NOA Amendment -- so this is  
11 151 FERC, paragraph 61170, the order accepting  
12 Proposed Network Operating Agreement Amendment. In  
13 paragraph 27 where they state that we're accepting  
14 the proposed NOA Amendment, and they find that the  
15 proposed amendment is consist with PURPA and the  
16 Commission states, "As PacifiCorp acknowledges,  
17 Commission precedent requires electric utilities  
18 such as PacifiCorp to deliver a QF's power on a firm  
19 basis and prohibits the curtailment of QF resources  
20 except under two vary narrow circumstances, system  
21 emergencies and extreme light loading conditions."  
22 And FERC is citing to PacifiCorp's answer, which  
23 cites Pioneer Wind. So this is not PacifiCorp  
24 creating on obstacle that shouldn't be there. It is  
25 what FERC has told is us is required.



1                   So with that in mind -- and by the  
2     way, in Pioneer Wind it notes that it was an NR  
3     interconnection so not an ER -- so there's a couple  
4     of things that I think are important. Mr. Dodge  
5     says that Glen Canyon energy -- the first thing he  
6     said when he started his oral argument -- they said,  
7     our first request is that Glen Canyon energy be  
8     delivered over existing transmission rights to avoid  
9     network upgrades. That's the first thing he said.  
10    That is directing us to use our transmission rights  
11    to deliver their power. And this Commission doesn't  
12    have authority to direct us to use our transmission  
13    rights, that's FERC's authority. You do have  
14    authority over our interconnection and the costs,  
15    and we have been trying to assert that what we want  
16    is the best way for this Commission to protect  
17    customers. And there's a couple of misleading  
18    things. Glen Canyon claims that the rights are  
19    virtually never used. That is incorrect, it's very  
20    misleading. And Ms. Brown's testimony clarifies  
21    this. We use the south-to-north in the winter to  
22    deliver power that we are entitled to under the  
23    exchange agreement to our load. So we use those  
24    rights to deliver APS power to our load during the  
25    winter because -- as you know, all the states are

1 getting closer to both summer and winter, but  
2 traditionally winter peaking -- and we use the  
3 point-to-point rights in the summer to make market  
4 purchases and sales. So they are used. And they  
5 have been focusing on APS's use of the call right,  
6 which doesn't mean -- the infrequency of that  
7 doesn't mean the transmission isn't being used.

8                   The other important point is that  
9 Mr. Dodge claims that we're using FERC when it's  
10 convenient and not using FERC when it isn't. And  
11 we've made it clear that we think you have  
12 jurisdiction over interconnection costs,  
13 interconnection studies -- I mean interconnection  
14 processes and studies, and also LEO avoided costs.  
15 And if we are trying to cherrypick what works from  
16 FERC and what doesn't, so is Glen Canyon. They want  
17 the FERC jurisdictional network upgrade rules. They  
18 want those to apply here when that's clearly, if  
19 they're part of interconnection costs, clearly  
20 within your authority. But they want that FERC one  
21 because they like that one. They want the ER/NR  
22 optionality which is a FERC jurisdictional concept.  
23 When you have the ability to say, no, I think it's  
24 more appropriate to require an NR interconnection  
25 for a QF, because otherwise -- because Pioneer and

1 the NOA Amendment make it clear that FERC requires  
2 firm transmission, and the only way to make sure  
3 that the network upgrades required to interconnect a  
4 resource that is going to be delivered on a firm  
5 transmission are appropriately identified in this  
6 context where the QF is responsible for  
7 interconnection and we're responsible for  
8 transmission, is to identify those in a network  
9 resource interconnection study. Any other outcome,  
10 if they're not identified in a network resource  
11 interconnection study, they will be identified in a  
12 transmission service request where FERC will  
13 allocate those. FERC will roll those into  
14 transmission rights. But they want to ignore  
15 FERC's -- they want to ignore the arcane and rigid  
16 FERC precedent that -- they're right, it's not  
17 flexible, and we're used to flexibility in the state  
18 reg world, but it just isn't. ATC is what it is  
19 under FERC calculation. For transmission service  
20 requests, for something to be a designated network  
21 resource and get firm transmission rights, there has  
22 to be ATC. And those rules are not malleable,  
23 they're not flexible. We created some flexibility  
24 with the NOA Amendment to address those issues when  
25 the network upgrades were landing on us where a QF

1 was constrained.

2 But I think the most important  
3 thing -- they're saying there's a practical  
4 solution. The practical result of what they're  
5 asking for is that -- and they say it's unique, but  
6 it's not. We have constraints all over the system.  
7 We're running into problems with QFs all over the  
8 place where, because of a transmission constraint,  
9 large amounts of network upgrades are being  
10 identified in interconnection and transmission  
11 service studies. What's really key here -- and  
12 we've kind of lost sight of this, even I did -- is  
13 the main line we've been talking about, Sigurd to  
14 Glen Canyon where Glen Canyon seeks to interconnect,  
15 general principles of redispatch don't apply. We  
16 don't have resources back there to redispatch. In  
17 addition, the NOA Amendment -- we've already  
18 established that the only place, the notion, of  
19 generation redispatch comes in in the study context,  
20 and it's actually only the transmission study  
21 context. But we've already established that  
22 generation redispatch like that only exists in the  
23 NOA Amendment. I have not seen it anywhere else in  
24 any FERC precedent. And it only applies when a QF  
25 is causing or contributing to the constraint. If we

1 put an ESM resource back there and it wasn't a QF,  
2 we could not invoke the NOA Amendment because there  
3 are no QFs connected to that line, which means no QF  
4 is contributing to or causing the constraint, and  
5 therefore the NOA Amendment does not apply.

6 So if it's us, we cannot use the NOA  
7 Amendment. If we were trying to do something in  
8 2019, we would have to build \$400 million of network  
9 upgrades to move that whether it's us, or whether  
10 it's them, or whether it's a third-party generator.  
11 That is the reality of trying to put any amount of  
12 new generation behind this line before -- it's  
13 actually 2021, but 2020 or 2121 -- the Exchange  
14 Agreement expires in 2021 and we hold rights to  
15 bring that power under the exchange agreement and  
16 also then there's also rights under the other  
17 agreement, but I can't remember the name of it. And  
18 one goes away when Cholla 4 retires and one is  
19 February 2021. So anything that you try to put back  
20 there, if you're trying to move it before that time,  
21 you're going to need \$400 million of network  
22 upgrades. So the entire premise of their argument  
23 is they're avoidable; they're not. And the entire  
24 premise of their argument relies on the assumption  
25 which they've stated repeatedly, that we would use

1 our existing transmission rights to move their  
2 power. And that fundamental principle, as their  
3 witness has stated -- there's been no citation for  
4 that fundamental principle from Glen Canyon and  
5 there can be no citation to support that, because  
6 FERC has not said you need to use your existing  
7 transmission rights to move QF power. And it's  
8 actually -- that doesn't fit with the FERC construct  
9 where anytime you're adding a new resource, you're  
10 looking for new rights. You're not using existing  
11 because you are looking for new rights so that you  
12 make sure you're still running your system reliably.

13 I know we're all tired, so I would  
14 welcome questions if you have any more for me at  
15 this time. But I think that basic question is  
16 firmly within FERC's jurisdiction and has not been  
17 answered, and nothing they're asking for works  
18 without the presumption that we have to use existing  
19 rights to move their power.

20 COMMISSIONER LEVAR: I'm going to ask  
21 you one question and then I think I'm done. This  
22 may be an inarticulate way to ask questions that  
23 have been asked all day. If we were to decline to  
24 act on Glen Canyon's Request for Agency Action, what  
25 kind of realistic scenarios exist where FERC orders

1 might ultimately require the \$400 million upgrades  
2 to be done to accommodate Glen Canyon and require  
3 those to be socialized?

4 MS. LINK: So if -- I guess I'm  
5 trying to --

6 COMMISSIONER LEVAR: Are any there  
7 any FERC scenarios where that result could come  
8 after -- if we took no action on this request for  
9 agency action.

10 MS. LINK: If you take no action --  
11 and this assumes that Glen Canyon goes to FERC for  
12 resolution?

13 COMMISSIONER LEVAR: Yes. So say we  
14 took no action and Glen Canyon went to FERC. I  
15 guess I'm asking you to look into a crystal ball  
16 about how FERC might rule. You have been  
17 disagreeing with Mr. Dodge on FERC precedent -- is  
18 there any risk if we do not order you to take any  
19 actions that Glen Canyon is asking us to order you  
20 to, that that might ultimately be the result?

21 MS. LINK: It would depend on what  
22 Glen Canyon asked them to decide. I think if Glen  
23 Canyon went to them and asked them for what they're  
24 asking this Commission and said, hey, FERC, we only  
25 have a temporary constraint here, we would like you

1 to allow us to move non-firm for the beginning of  
2 this contract and then move firm once that  
3 constraint is relieved. And they were coming to  
4 FERC and asking that, saying we voluntarily want to  
5 do this, I think we voluntarily go with them and  
6 say, will you let us do this in this one case if  
7 that's what they want. But when we went and said  
8 hey, we think this is a really reasonable option  
9 when we have constraints, FERC said no. I don't  
10 know if that would be different if a QF is saying,  
11 no, this is what we want. I don't know if they  
12 would rule differently. I think they might, but I  
13 don't know.

14 COMMISSIONER LEVAR: Are there any  
15 scenarios where FERC might require the upgrades?

16 MS. LINK: Yes. FERC precedent  
17 requires the upgrades. The question would be  
18 whether they would impose an ER/NR distinction of  
19 some sort and have those identified as part of an  
20 interconnection study or as part of a transmission  
21 service study, but in FERC's world with this  
22 existing situation, the \$400 million of network  
23 upgrades would need to be built. And if we built  
24 them as a transmission service customer, it would be  
25 rolled into customer rates. If Glen Canyon were



1 required to fund them as a QF and a FERC precedent  
2 applied, then Glen Canyon would be required to  
3 up-front fund those, and usually they would be  
4 repaid through transmission credits as a  
5 transmission customer, but since they're not the  
6 transmission customer it would essentially be a cash  
7 payment from RMP to the QF for the \$400 million that  
8 was upfront funded. And then we would roll it into  
9 transmission rates.

10 So you don't really want FERC -- FERC  
11 hasn't ruled, they've said clearly that states have  
12 jurisdiction over the interconnection, so that's why  
13 we did this declaratory ruling request because we  
14 think this is where you guys get to protect our  
15 customers from that outcome. And I think that's why  
16 you guys have -- I say you guys, I don't mean to be  
17 informal -- that's why this Commission has that  
18 authority, why it's ideal in the PURPA context,  
19 because I don't think any other entity could protect  
20 customers from the potential effects of not doing a  
21 network resource interconnection and meet the PURPA  
22 customer indifference standards. You are the ones  
23 that know what that means for our retail customers,  
24 and that's why we're asking you protect our retail  
25 customers accordingly.

1 COMMISSIONER LEVAR: Thank you.

2 Commissioner White, any questions?

3 COMMISSIONER WHITE: On this concept  
4 of -- we keep talking about the potentially  
5 socialized upgrade costs. Help me understand what  
6 that looks like in terms of how that works --

7 MS. LINK: How that works for retail  
8 customers?

9 COMMISSIONER WHITE: Are we talking  
10 about this goes to a FERC rate case where other  
11 third-party transmission customers -- what is the  
12 next --

13 MS. LINK: We have a formula rate at  
14 FERC which we update annually.

15 COMMISSIONER WHITE: How would that  
16 work if these were to be socialized?

17 MS. LINK: If these were to be  
18 socialized, we would bring them in our next -- we  
19 update the formula annually and add to the rate  
20 base, so we would add that to the rate base of the  
21 transmission rate level, and they would be  
22 incorporated into our transmission rates. As you  
23 know, Rocky Mountain Power has its own -- is  
24 PacifiCorp Transmission's largest customer and uses,  
25 buys, about 88 percent of the transmission usage.

1 So only about 12 percent of the transmission rate is  
2 paid by third-party users of the transmission  
3 system. And the way that currently works in state  
4 retail rates is that our transmission assets are  
5 placed in a rate base if you deem them prudent and  
6 useful, and customers pay for it that way with an  
7 offset for the third-party wheeling revenues that  
8 we're receiving through the OATT formula rate. So  
9 we don't charge ourselves the OATT rate and then put  
10 that on customers. That is just -- it's a net  
11 neutral for us. So we put it through the retail  
12 rates in rate base in a more traditional rate making  
13 fashion and then offset it with the OATT revenues  
14 through net power costs. So essentially 88 percent  
15 of the \$400 million would hit retail customers  
16 which, for us, it's hard to envision that if it's  
17 being imposed by a must-purchase federal obligation,  
18 but people can always argue. So I wouldn't feel  
19 good about taking that before you. It would not be  
20 a fun case.

21 COMMISSIONER WHITE: I hate to even  
22 ask this question -- I don't even want to say the  
23 word MSP -- but is this something that would be  
24 allocated through some kind of situs assignment  
25 through Utah?

1 MS. LINK: It's a potential. Right  
2 now under the current 2017 protocol, QFs are system  
3 allocated so the costs would also be system  
4 allocated. I think one of the complications with  
5 MSP that we're all working through is when you situs  
6 assign generation, really from a practical  
7 perspective, I don't think situs siting transmission  
8 works. It's used on a system basis, but there's  
9 going to be those arguments in MSP about whether  
10 associated transmission would be situs assigned as  
11 well.

12 COMMISSIONER WHITE: That's all the  
13 questions I have.

14 COMMISSIONER LEVAR: Commissioner  
15 Clark.

16 COMMISSIONER CLARK: Nothing further.  
17 Thank you.

18 COMMISSIONER LEVAR: Thank you,  
19 Ms. Link. I think that takes us to the conclusion  
20 of oral argument on the motion to dismiss. We have  
21 a pending motion for preliminary injunction, we also  
22 have a request for briefing. Are those two requests  
23 consistent with each other?

24 MR. DODGE: We did discuss, at your  
25 invitation, the notion of briefing, and I told the

1 other parties my view was given the latitude you  
 2 have given us in these closing arguments, I don't  
 3 feel the need for briefing except to the extent that  
 4 you indicate -- it wouldn't have to be here today,  
 5 it could be through a subsequent order -- that  
 6 there's a set of particular legal issues you'd like  
 7 specific briefing on, in which case I'd be happy to  
 8 respond. So at least my proposal is to put it back  
 9 on you, and only if you think it would be helpful.

10 COMMISSIONER LEVAR: Okay. With  
 11 that, should we move forward into oral argument  
 12 under the motion for preliminary injunction?

13 MR. DODGE: Please. And I think this  
 14 could be much shorter.

15 COMMISSIONER LEVAR: We probably do  
 16 need to give our court reporter a brief break and  
 17 give everyone a break. Did you have something you  
 18 wanted to address before we do that, Ms. Link?

19 MS. LINK: I wanted to clarify.  
 20 First of all, I need to provide a cite -- which it  
 21 takes a little explanation which I might defer to  
 22 Ms. Kruse on -- but also I want to make a correction  
 23 on Pioneer. I think I stated the QF was curtailed  
 24 last and what I meant to say -- and I think I said  
 25 it later -- that we were curtailing on the same

1 basis as other non-firm resources and that is what  
 2 was proposed. I just don't want the record to be  
 3 incorrect. It's the Large Generation  
 4 Interconnection Procedures in our OATT, section 43,  
 5 but the OATT is not exactly a model of --

6 MS. KRUSE: Good afternoon. I would  
 7 refer you to -- section 43 is correct. The real  
 8 English version of the answer is that when an  
 9 interconnection customer receives a system impact  
 10 study, then at that same time they also receive the  
 11 next step which is called a facilities study  
 12 agreement, and so it's effectively the transmission  
 13 provider's commitment to build what is identified in  
 14 the system impact study. So it's hard to, at least  
 15 within the confines of the procedures under the  
 16 OATT, imagine performing a study that would be a  
 17 hypothetical study because you automatically proceed  
 18 to the next step where you're contemplating building  
 19 the facilities identified, and then you also signed  
 20 a facility study agreement. It's kind of a long  
 21 answer, but they're set out in section 43 of the  
 22 OATT.

23 COMMISSIONER LEVAR: Thank you for  
 24 that. With that, I think we'll take a ten-minute  
 25 recess and move to oral argument on the preliminary

1 injunction motion.

2 (A brief recess was taken.)

3 COMMISSIONER LEVAR: I think we're  
4 back on the record and we will go to Mr. Russell  
5 now.

6 ORAL ARGUMENT ON PRELIMINARY INJUNCTION MOTION BY

7 MR. RUSSELL

8 MR. RUSSELL: Thank you. I'm going  
9 to address our motion for preliminary injunction.  
10 Under normal circumstances, a motion for preliminary  
11 injunction would walk through each of the elements  
12 and weigh pretty heavily on the substantial  
13 likelihood of success. I don't think I need to do  
14 that at this point in part because we've been here  
15 for two days. It's somewhat odd to be arguing a  
16 motion for preliminary injunction after a trial, and  
17 we've already had what amounts to closing arguments,  
18 and so what I'm going to do is focus on what's left  
19 of our request, because that request was made at a  
20 time when circumstances were different than what  
21 they are now. So I want to talk about that context  
22 and the fact that there is a little bit of urgency  
23 left here. I am going to talk a little bit about  
24 the substance, in part to respond to some arguments  
25 that Ms. Link just made. I think we can do that.

1 As the party that filed the Request for Agency  
2 Action, I suppose we ought to be able to have the  
3 last word on some level.

4 So to that, let's talk about the  
5 context. As we have noted in our reply in support  
6 of our motion, at the time that we filed the motion,  
7 we had been told that the system impact study that  
8 we've been talking about now for two days would be  
9 completed in September. And that gave us some  
10 concern because we had executed the System Impact  
11 Study Agreement which triggered their obligation to  
12 begin the study back in February, and we had already  
13 waited seven months. We were concerned that waiting  
14 until after the Commission ruling on this point --  
15 we were concerned that waiting until after a  
16 Commission ruling on this point would reorder a  
17 study that would then go back to the queue and be  
18 another seven months or more, and that process would  
19 kill this project. Since we filed the motion before  
20 we filed a reply, we were told that the system  
21 impact study was being delayed and that we would not  
22 see it until the end of December, which puts us in  
23 an interesting position, and that is, the Commission  
24 has now heard testimony on the substance of this  
25 case. The Commission has a job to do and it's



1     unclear how long that job is going to take. It may  
2     be that the Commission can issue a ruling in time  
3     for the Company to incorporate that ruling, whatever  
4     it is, into its ongoing study. It may be the  
5     Commission needs more time than would allow the  
6     Company to do that, and if the Commission's need for  
7     time to consider all this ultimately would delay the  
8     Company from incorporating that ruling into whatever  
9     study it's doing, would delay the study even further  
10    that may endanger the project as well. So what  
11    we're left with is there's this circumstance in  
12    which I don't know how much time the Commission  
13    needs here -- to be clear, the Commission should  
14    take whatever time it needs -- but to the extent  
15    that the Commission fears that the time it needs to  
16    address the merits here may ultimately endanger the  
17    current schedule of the system impact study, we  
18    would ask for the interim relief. I hope that makes  
19    sense. The relief that we're asking for  
20    specifically in the motion is the relief that  
21    relates specifically to the interconnection study --  
22    the request to be made regarding the interconnection  
23    study. There have been some other requests that we  
24    have made related to whether Rocky Mountain Power  
25    should inform PacTrans of its willingness to use its

1 rights under the NOA Amendment related to the  
2 transmission service request, that wouldn't be  
3 impacted in our request for injunctive relief. The  
4 request for preliminary relief here relates solely  
5 to the portions of our request for relief that  
6 relate to the interconnection study itself.

7 So that's where we are. That's the  
8 irreparable harm is that through this process of  
9 trying to get to where we are now, the system impact  
10 study could get delayed so far that the QF can't  
11 build the project, that Glen Canyon Solar simply  
12 can't react in time to whatever happens down the  
13 road to actually build the project, and we're trying  
14 to head that off by asking for the preliminary  
15 relief now.

16 COMMISSIONER LEVAR: We promised to  
17 try not to interrupt you, but I'm going to break  
18 that promise briefly. While we're on that topic,  
19 obviously we would prefer to act by issuing an order  
20 rather than to have inaction past a certain date  
21 become action passively. It sounds like you're not  
22 prepared to give us a specific date. At what point  
23 do we start to run the risk that by not having  
24 issued an order yet, we've effectively denied the  
25 relief?

1 MR. RUSSELL: Part of that -- and to  
2 be -- I don't mind you interrupting me. I want to  
3 answer your questions if you have them. But to  
4 answer that question, I can't give you a specific  
5 date in part because I don't know how the Company is  
6 going to react to the request for preliminary relief  
7 to the ultimate ruling on the merits. I don't know  
8 whether their reaction to that is going to be, we  
9 need more time to conduct the study. So if you  
10 don't have -- if you're not prepared to issue a  
11 ruling on the merits by the end of the month, to  
12 issue a preliminary decision on that, I wish I could  
13 give you a date. But it's not related solely to our  
14 action, so I can't give you that. Perhaps that's a  
15 question that could be directed to Ms. Link. She  
16 might have a better sense of how that's going to  
17 affect their study process. I don't know.

18 So I do want to address very  
19 briefly -- I mentioned I wasn't going to go through  
20 the elements of the motion for preliminary  
21 injunction because they're in our brief -- but I do  
22 want to point out one citation that was in that  
23 brief which is a citation to the Utah Supreme Court  
24 relating to the public interest that relates to  
25 PURPA matters. As the Utah Supreme Court in

1 Ellis-Hall via this Commission case states, "The  
2 public interest in a PURPA context focuses on the  
3 setting of reasonable prices and on establishing  
4 incentives for increased production of QF facilities  
5 to reduce reliance on fossil fuels." And I think  
6 that public interest, as it must, should provide a  
7 layer over everything that the Commission has heard  
8 in the last couple of days. Glen Canyon Solar has  
9 offered a number of solutions to the obstacles that  
10 the Company has indicated stand in the way of this  
11 QF moving forward. There's been a lot of discussion  
12 about FERC rules and regulations and what the  
13 Company is obligated to do. Glen Canyon Solar has  
14 indicated that it's willing to be creative to work  
15 around those and is willing to wave certain rights  
16 that are there to protect QFs. And I think the  
17 public policy relating to PURPA to incentivize QFs  
18 should permit that type of action. I want to go  
19 back to some of the discussions that we've had  
20 related to Pioneer Wind 1. Ms. Link talked a little  
21 bit about how they got to that place -- it's not  
22 part of the record, it's attorney argument and I'm  
23 not sure it matters -- the issue before the  
24 Commission was can the Company require a QF to sign  
25 a PPA that requires the QF to be curtailed before

1 other designated network resources, and the answer  
2 to that is no. What that decision did not determine  
3 was that a QF could not voluntarily waive certain  
4 rights that PURPA regulations impose on the utility  
5 to protect those QFs. And I think we heard that  
6 from Counsel that maybe they would, maybe FERC would  
7 permit that. I don't know that this Commission  
8 needs to make that determination as to what FERC  
9 would do. These issues are before you and as  
10 Mr. Dodge indicated, there may be a level of review  
11 to the extent that any of the parties determine that  
12 they've gotten the law wrong. And maybe that's just  
13 where we are and that's what we're left with.

14 I do want to address one further  
15 point, and it's on some language in the NOA  
16 Amendment that Counsel has cited a couple of times  
17 in the last couple of days. Bear with me.

18 MS. LINK: I'm wanting to clarify,  
19 generally speaking, since it was our motion to  
20 dismiss, it would be our last word on the motion to  
21 dismiss, so I'm just wondering if this is about the  
22 motion to dismiss or about the preliminary  
23 injunction?

24 MR. RUSSELL: I have two responses to  
25 that. One is about the preliminary injunction.

1 MS. LINK: Thank you.

2 MR. RUSSELL: It's not related to the  
3 jurisdictional issues, it's related to the merits of  
4 this matter, assuming I can find what I'm looking  
5 for. I don't have the exact language, but Counsel  
6 for the Company has indicated that there's some  
7 language in the FERC order granting PacifiCorp's  
8 Application for the Network Operating Agreement  
9 Amendment that indicates that firm rights are  
10 required. As an initial matter as I just  
11 indicated -- excuse me, the firm transmission rights  
12 are required. As an initial matter, I think QFs  
13 have the right to waive that to the extent that  
14 that's a protection for QFs to prevent them being  
15 curtailed and to allow that power to be delivered  
16 when a QF -- to facilitate qualifying facilities.

17 As a secondary matter, I frankly  
18 disagree with the reading. It is -- the NOA  
19 Amendment was not about the transmission rights, it  
20 was a -- PacifiCorp's application was an effort to  
21 address a particular problem of QF siting in  
22 constrained areas and allowing the Company to take  
23 certain actions to prevent upgrades in that  
24 circumstance. It was not answering directly, the  
25 question of are firm rights required, and they were

1 repeating some language in the application, which we  
2 think what those words mean is that the Company is  
3 obligated to purchase on a firm basis but not to  
4 transmit on a firm basis. And I think with that,  
5 I'll close and allow Ms. Link to respond.

6 COMMISSIONER LEVAR: I think we'll go  
7 to questions from the three of us first. We'll  
8 start with Commissioner Clark.

9 COMMISSIONER CLARK: I don't have  
10 any questions. Thanks.

11 COMMISSIONER LEVAR: Commissioner  
12 White.

13 COMMISSIONER WHITE: I have no  
14 questions. Thanks.

15 COMMISSIONER LEVAR: And I don't have  
16 any, so I guess you were right to start with  
17 Ms. Link. We'll go to Ms. Link next.

18 MS. LINK: So I'm not going to keep  
19 us long, because I think a lot of what we've already  
20 said applies.

21 I do want to clarify that the NOA  
22 Amendment piece that he just referred to -- I  
23 actually have the person who wrote the NOA Amendment  
24 sitting next to me -- but we went there and said to  
25 FERC, we have constrained areas, you require us to

1 use firm transmission to deliver QF power, and you  
2 also require ATC. We do that by designating them as  
3 a network resource, and you require ATC to designate  
4 a network resource. So we are asking you to  
5 recognize that to meet our firm deliverability  
6 obligation, allow us to designate a DNR to meet that  
7 obligation in a constrained area by using existing  
8 rights when a QF is causing or contributing to that  
9 constraint. It was -- it was fundamental to the  
10 order that FERC agree that we had to do it on firm  
11 delivery. If FERC thought we had an option, they  
12 could have said you don't need this amendment, you  
13 can do non-firm.

14 So the other thing is the idea that a  
15 QF has a right to waive that. Maybe they do, but I  
16 think that's a FERC decision because it's based on a  
17 FERC order. And quite a few things have come up  
18 today about the processing of our interconnection  
19 studies and what is required as reasonable efforts  
20 to get them done within 90 days. And as Mr. Vail  
21 testified, there's currently 5,200 megawatts of  
22 projects sitting in our interconnection queue. We  
23 have a person -- we have multiple people working  
24 diligently to process those study requests, but  
25 there's over 900 projects in the queue with over



1 5,200 megawatts. Getting through that and  
2 meeting -- they're using their reasonable efforts  
3 and we're not quite making that 90-day standard.  
4 But I want to let you know it's not for lack of  
5 effort, and we're not intentionally not working on  
6 those. And anything that accelerates one over the  
7 other would cause problems with the OATT requirement  
8 that we go sequentially in the queue. That's all.  
9 Thank you.

10 COMMISSIONER WHITE: Can I just  
11 follow up on one thing? On the interconnection  
12 queue or the study queue, if there's a backlog,  
13 et cetera, what's the remedy for that? Is that  
14 through your OATT or do you have a potential  
15 interconnection customer who has issues -- is that a  
16 FERC matter or is that under your OATT, or whose  
17 regress is that?

18 MS. LINK: I think that's an  
19 interesting question when it's a QF. I think for a  
20 non-QF generator, it would be FERC. Going to FERC  
21 and asserting we're not meeting the reasonable  
22 efforts for a QF, I honestly am not sure. I think  
23 probably, since you have -- I don't know how that  
24 works with their jurisdiction over the queue  
25 generally and your jurisdiction over

1 interconnection, but we could figure it out, I  
2 suppose.

3 COMMISSIONER LEVAR: Thank you.  
4 Commissioner Clark.

5 COMMISSIONER CLARK: I don't have any  
6 questions, but I do have a question for Mr. Russell  
7 now. I found the language I think you were  
8 referring to go on page 8 of the order, the FERC  
9 order -- and I'll provide you my copy if you're  
10 still unable to find it, because I'd like to  
11 understand what you're saying. And reading the  
12 language, again, freshly, I'm not sure I do  
13 understand what you're saying to us. And, again,  
14 I'm happy to --

15 COMMISSIONER LEVAR: If it would help  
16 Mr. Russell find it, it's an attachment to the  
17 Request for Agency Action. It's the final exhibit  
18 to Request for Agency Action.

19 MR. RUSSELL: It's also an exhibit to  
20 some of the prefiled testimony, which is what I had  
21 right in front of me and it disappeared.

22 COMMISSIONER CLARK: Now that you  
23 have that in front of you, let's continue with the  
24 process and then I'll come back to this one after  
25 Mr. Russell concludes on this motion.

1 COMMISSIONER LEVAR: So do you have  
2 questions for Ms. Link?

3 COMMISSIONER CLARK: No, thank you.

4 COMMISSIONER LEVAR: Not intending  
5 anyone to draw any inference from this question, but  
6 just to follow up on a question I asked Mr. Russell  
7 on timing, if we were going to grant any relief that  
8 Glen Canyon is seeking, do you have anything else to  
9 add to what timing would be meaningful or useful?  
10 He's kind of indicated roughly the end of this  
11 month. Do you have anything else to add to that?

12 MS. LINK: I'm not certain what's  
13 driving their commercial online date. I don't know  
14 if it's the expiration of the ITC, in which case,  
15 they have until the end of 2021. So I don't know  
16 what's driving their need to get to their commercial  
17 online date. In terms of doing the study, I would  
18 think we need something -- if we're trying to  
19 incorporate it into the current one -- we would need  
20 something probably by the end of the month.

21 COMMISSIONER LEVAR: Thank you.  
22 That's the only question I had for you. Mr. Jetter,  
23 do you want to add anything else today?

24 MR. JETTER: No, thank you.

25 COMMISSIONER LEVAR: Then we're back

1 to you, Mr. Russell.

2 MR. RUSSELL: I'm going to request  
3 your indulgence to have Mr. Dodge respond to  
4 Commissioner Clark's question, if I may. I think he  
5 might be a better resource for this one.

6 MR. DODGE: Is that acceptable?

7 COMMISSIONER CLARK: It's fine with  
8 me.

9 MR. DODGE: The point that  
10 Mr. Russell, I think, was trying to make is that  
11 PacifiCorp went back requesting an amendment. There  
12 were no QFs involved -- there were some adverse  
13 parties, but not on any issue relating to whether  
14 there's an obligation to use firm transmission.  
15 It's true they didn't say you could use non-firm,  
16 but neither have they ever been asked that. For  
17 PacifiCorp's purpose, it has to assume it has a firm  
18 purchase obligation. That's what Pioneer says. It  
19 doesn't say once you get it, you have to move it on  
20 firm transmission. In fact, Entergy says you can  
21 either move it or otherwise manage it. What this  
22 says here in paragraph 27 of the NOA Amendment Order  
23 is, "We find that the PacifiCorp proposed amendment  
24 is consistent with PURPA." And then it's quoting  
25 back PacifiCorp, "as PacifiCorp acknowledges,

1 Commission precedent requires electric utilities  
 2 such as PacifiCorp to deliver a QF's Power on a firm  
 3 basis and prohibits the curtailment of QF  
 4 resources." They're quoting back PacifiCorp's own  
 5 language about delivery, I believe, in context. And  
 6 I invite you to read this and Pioneer in context.  
 7 They're talking about what to deliver -- their means  
 8 is delivery by the QF to the point of  
 9 interconnection. So in other words, they're saying  
 10 it requires them to buy it when it's delivered to  
 11 them on a firm basis and not to curtail it. It's  
 12 inconsistent with the rest of the language to say  
 13 they went out of their way to find when it wasn't  
 14 before them whether there was an ability to  
 15 otherwise manage power other than with a firm  
 16 transmission right, given that they had said that in  
 17 Entergy and implied it in Pioneer, where all they  
 18 focus on is the purchase obligation, not what  
 19 happens after it's purchased.

20 COMMISSIONER CLARK: Thank you.

21 COMMISSIONER LEVAR: Do you want to  
 22 make any final summaries?

23 MR. DODGE: I believe we're done.

24 COMMISSIONER LEVAR: Mr. White, any  
 25 questions?

1 COMMISSIONER WHITE: No, I'm good.

2 Thank you.

3 COMMISSIONER LEVAR: Anything else  
4 from anyone before we adjourn today?

5 MS. LINK: I'm sorry, my fault for  
6 not hearing what the resolution on the briefing  
7 question was.

8 COMMISSIONER LEVAR: It sounded to me  
9 like the request was withdrawn. Am I correct on  
10 that assumption?

11 MR. DODGE: Conditionally withdrawn  
12 unless the Commission would find that useful. And  
13 what I at least invited the Commission to do is let  
14 us know -- not necessarily today, you're as tired as  
15 we are -- but if you think briefing would be useful,  
16 I would request it be fairly quickly and on a  
17 limited legal issue, but that you let the parties  
18 know. That's the request. Not really a motion.

19 COMMISSIONER LEVAR: If we decide to  
20 do so, we will inform all parties. I think it's  
21 safe to say that's unlikely, I think.

22 MS. LINK: There is a schedule for  
23 them, I think, if you do. I think there are dates  
24 for them in our schedule. The schedule in this  
25 docket.

1 COMMISSIONER LEVAR: The schedule in  
2 this order has post-hearing briefs?

3 MS. LINK: Never mind. I withdraw.  
4 So it's fine if the Commission finds it helpful,  
5 great. If you don't, fine.

6 COMMISSIONER LEVAR: If, at some  
7 point, we decide that would be helpful, we will  
8 issue something in writing. Anything further? We  
9 are adjourned. Thank you.

10 (The hearing concluded at 2:50 p.m.)

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REPORTER'S CERTIFICATE

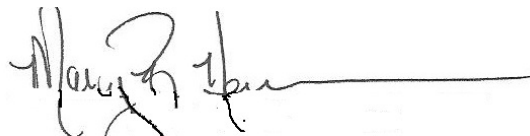
STATE OF UTAH )

COUNTY OF SUMMIT )

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  
Registered Professional Reporter #972887



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