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November 3, 2017

VIA ELECTRONIC FILING

Public Service Commission of Utah
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attention: Gary Widerburg
Commission Secretary

RE: In the Matter of the Application of Rocky Mountain Power for Approval of Electric Service Agreement Extension Between PacifiCorp and US Magnesium LLC -- Docket No. 17-035-56

Dear Mr. Widerburg:

Rocky Mountain Power (“Company”) hereby submits for filing the Stipulation and Settlement Agreement in the above referenced matter.

The Company respectfully requests that all formal correspondence and requests for additional information regarding this filing be addressed to the following:

By E-mail (preferred): datareq@pacificorp.com
jana.saba@pacificorp.com
utahdockets@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Informal inquiries may be directed to Jana Saba at (801) 220-2823.

Sincerely,

Daniel E. Solander
Senior Attorney

Enclosures

Cc: Service List (w/ enclosures)

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Attorney for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of)	
ROCKY MOUNTAIN POWER for)	Docket No. 17-035-___
Approval of Electric Service Agreement)	
Extension Between PacifiCorp and US)	Stipulation and
Magnesium LLC)	Settlement Agreement
)	
)	

STIPULATION AND SETTLEMENT AGREEMENT

Rocky Mountain Power, a division of PacifiCorp, (“Rocky Mountain Power” or “Company”), the Utah Division of Public Utilities (“DPU”), and the Utah Office of Consumer Service (“OCS”) (collectively, the “Parties”) hereby file this Stipulation and Settlement Agreement for approval by the Public Service Commission of Utah (“Commission”). In addition, although not an intervening party, US Magnesium LLC (“US Mag”) has authorized the Parties to represent it supports the Stipulation. In support of the Stipulation, the Parties state as follows.

1. The Parties met prior to the Scheduling Conference held in this Docket on October 26, 2017, and have reached agreement on a Stipulation and Settlement Agreement regarding the Company’s Application in the Docket, which requested an

extension of the existing electric service agreement with US Mag through April 30, 2018. Drafts of this Stipulation were circulated to the Parties for review and comment on October 27, 2017. This Stipulation has been entered into by the Parties after consideration of the views of all parties who intervened in this docket. No intervening party has indicated that it intends to oppose this Stipulation.

2. The Parties represent that this Stipulation is just and reasonable in result and in the public interest. The Parties recommend that the Commission approve the Stipulation and all of its terms and conditions. The Parties request that the Commission make findings of fact and reach conclusions of law based on the evidence and on this Stipulation and issue an appropriate order thereon.

STIPULATION

3. The Parties stipulate and agree to recommend approval of the Company's Application in this proceeding. The Parties agree to keep the current terms and conditions of the existing electric service agreement in effect through April 30, 2018, unless a new electric service agreement is approved by the Commission prior to that date. Rocky Mountain Power agrees that it will reach agreement with US Mag on, and file a new electric service agreement and supporting Application with the Commission prior to January 1, 2018.

GENERAL TERMS AND CONDITIONS

4. Not all Parties agree that each aspect of this Stipulation is warranted or supportable in isolation. Utah Code Ann. §54-7-1 authorizes the Commission to approve a settlement so long as the settlement is just and reasonable in result. While

the Parties are not able to agree that each specific component of this Stipulation is just and reasonable in isolation, all of the Parties agree that this Stipulation as a whole is just and reasonable in result and in the public interest.

5. All negotiations related to this Stipulation are confidential, and no Party shall be bound by any position asserted in negotiations. Except as expressly provided in this Stipulation, and in accordance with Utah Administrative Rules, neither the execution of this Stipulation nor any Order adopting it shall be deemed to constitute an admission or acknowledgment by any Party of the validity or invalidity of any principle or practice of regulatory accounting or ratemaking; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except in a proceeding to enforce this Stipulation.

6. The Parties agree that no part of this Stipulation or the formulae and methodologies used in developing the same or a Commission Order approving the same shall in any manner be argued or considered as precedential in any future case except with regard to issues expressly called-out and intended to be resolved on an ongoing basis by this Stipulation. This Stipulation does not resolve and does not provide any inferences regarding, and the Parties are free to take any position with respect to any issues not specifically called-out and settled herein.

7. The Parties request that the Commission consider this Stipulation and Partial Settlement Agreement at the public hearing, which will be scheduled at the Scheduling Conference in this docket on October 26, 2017. Each of the Parties will make one or more witnesses or representatives available to explain and offer further

support for this Stipulation. The Parties shall support the Commission's approval of this Stipulation. As applied to the DPU and the OCS, the explanation and support shall be consistent with their statutory authority and responsibility.



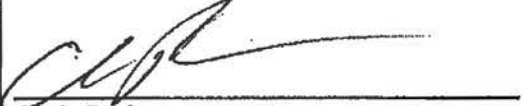
8. The Parties agree that if any person challenges the approval of this Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Stipulation, each Party will use reasonable efforts to support the terms and conditions of this Stipulation. As applied to the DPU and the OCS, the phrase "use reasonable efforts" means that they shall do so in a manner consistent with their statutory authority and responsibility. In the event any person seeks judicial review of a Commission order approving this Stipulation, no Party shall take a position in that judicial review proceeding in opposition to the Stipulation.

9. Except with regard to the obligations of the Parties under the five immediately preceding paragraphs of this Stipulation, this Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission.

10. This Stipulation is an integrated whole, and any Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission's approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Stipulation or imposes any material change or condition on approval of this Stipulation or if the Commission's approval of this Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five business days of its issuance and to attempt in good faith to determine if they are willing to

Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Stipulation, any Party retains the right to seek additional procedures before the Commission, including presentation of testimony and cross-examination of witnesses, with respect to issues resolved by the Stipulation, and no party shall be bound or prejudiced by the terms and conditions of the Stipulation.

11. This Stipulation may be executed by individual Parties through two or more separate, conformed copies, the aggregate of which will be considered as an integrated instrument.

<p>UTAH OFFICE OF CONSUMER SERVICES</p>  <p>Michele Beck 11-2-17 Director Office of Consumer Services 160 East 300 South, 2nd Floor Salt Lake City, UT 84114</p>	<p>ROCKY MOUNTAIN POWER</p>  <p>R. Jeff Richards Daniel E. Solander VP and General Counsel Rocky Mountain Power 1407 West North Temple, Suite 320 Salt Lake City, UT 84116</p>
<p>UTAH DIVISION OF PUBLIC UTILITIES</p>  <p>Chris Parker Utah Division of Public Utilities 160 East 300 South, 4th Floor Salt Lake City, UT 84114</p>	

CERTIFICATE OF SERVICE

Docket No. 17-035-56

I hereby certify that on November 3, 2017, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services

Michele Beck mbeck@utah.gov

Division of Public Utilities

Artie Powell wpowell@utah.gov

US Magnesium LLC

Gary Dodge gdodge@hjdllaw.com



Jennifer Angell
Supervisor, Regulatory Operations