

In the Matter Of:

In RE: RMP - EBA

HEARING (NON CONFIDENTIAL), DOCKET NO. 18-035-01

February 05, 2019

Job Number: 461395B

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the)	Docket No. 18-035-01
Application of Rocky)	
Mountain Power to Increase)	HEARING
the Deferred Rate through)	
the Energy Balancing)	Confidential Portion
Account Mechanism)	Redacted

February 5, 2019
10:00 a.m.

Location: Public Service Commission
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Salt Lake City, UT 84111
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Job No. 461395B

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1 February 5, 2019

10:00 a.m.

2 P R O C E E D I N G S

3 CHAIRMAN LEVAR: Okay. Good morning. We are
4 here for Public Service Commission hearing in Docket
5 18-35-1, Application of Rocky Mountain Power to Increase
6 the Deferred Rate through the Energy Balancing Account
7 Mechanism. We have a few preliminary matters to
8 discuss, but why don't we start with appearances from
9 Rocky Mountain Power.

10 MR. MOSCON: Matt Moscon and Yvonne Hogle for
11 Rocky Mountain Power.

12 CHAIRMAN LEVAR: Okay. Thank you.

13 MR. JETTER: Good morning. I am Justin Jetter
14 with the Utah Attorney General's Office, and I am
15 representing Utah Division of Public Utilities. With me
16 at counsel table are division witness David Thompson and
17 division outside consultant witness, Phillip DiDomenico.

18 CHAIRMAN LEVAR: Thank you.

19 MR. RUSSELL: And Phillip Russell on behalf of
20 the Utah Association of Energy Users.

21 CHAIRMAN LEVAR: Okay. Thank you. No one
22 else in the room participating today? Okay. I think
23 the next matter to go to is, on Friday afternoon Rocky
24 Mountain Power filed a motion requesting leave for
25 Mr. Meredith, Mr. Robert M. Meredith, to participate

1 telephonically. Does any party have anything to add to
2 that motion? Any of the parties present here today?

3 Okay. The motion is granted. Thank you.

4 Just a couple more preliminary issues. We do
5 have a lot of material that has been submitted in
6 confidential format. Obviously, the entire Daymark
7 audit is confidential, but there are some materials from
8 the Daymark testimony relating to the seven outages at
9 issue here today that is -- that is in yellow.

10 First, I think the first thing I ought to do
11 is ask Rocky Mountain Power if you are aware of any
12 reason any of the material that's in yellow in their
13 testimony, or in, I think, Mr. Ralston -- Mr. Ralston
14 also has a little bit of material in yellow. Is there
15 any reason any of that material is no longer
16 confidential, or is it still -- do we still need to
17 treat it that way in any of our discussions today?

18 MS. HOGLE: I am going to say just to be
19 cautious, we have, of course, over the time that we have
20 been preparing for the hearing, we have discussed some
21 of the items in the testimony. And -- and I would just
22 ask Dana if he believes that there is anything during
23 the cross-examination or direct examination that he
24 thinks that's confidential, if he let us know.

25 And of course, we are aware of the materials

1 that we have submitted as confidential, but it appears
2 to me that hopefully we -- we will be cautious and not
3 get into exact confidential material while also making
4 our case.

5 CHAIRMAN LEVAR: Okay. Well, if -- if there's
6 ever a need to make a motion to close it, we'll
7 entertain a motion and deal with it. We will also
8 endeavor as we ask questions of the witnesses to -- to
9 avoid that, but if any party notices one of us starting
10 to ask a question that you think we are not being as
11 careful as we should, please feel free to interrupt us
12 and let us know if we need to deal with something, but
13 we will try not to.

14 I think just two more preliminary issues I was
15 going to ask about. One is just informative just so you
16 all know. Probably about 20 minutes before we will
17 break for lunch today, Commissioner Clark will be
18 stepping out to attend a senate confirmation vote, and
19 then he should be able to return for anything else. So
20 he's not losing interest in the hearing if you see him
21 leave a few minutes before our break, and then we can
22 enjoy his participation for six more years.

23 And the last preliminary matter is, I wanted
24 to invite the attorneys to have a conversation on the --
25 on -- on the legal standards, either at the beginning of

1 the hearing or at the end, or if you tell me you would
2 rather not have this conversation as -- as part of the
3 hearing, we'll just deal with it in testimony, we're --
4 we can come to our own legal conclusions too. But we
5 would invite any input that -- that the attorneys would
6 like to give.

7 Obviously, we -- we could probably all in the
8 room recite 54-44 on the prudent standard in our sleep,
9 but this hearing presents some unique issues with
10 respect to that standard, particularly the -- the
11 relevance to a prudent evaluation of subsequent
12 corrective action or the standards for evaluating
13 prudence where there is a plant operator or co-owner
14 involved or a contractor relationship and what -- what
15 the legal standards are.

16 So if the attorneys would like to have a
17 conversation at some point, we're happy to have that
18 conversation now or circle back at the end of the
19 hearing if anyone -- if anyone wants to provide thoughts
20 that would give us any guidance as we -- as we
21 deliberate on these issues.

22 MR. MOSCON: I -- I would suggest, if it
23 please the commission, that at the end would be
24 appropriate. I think it is something that's worth
25 addressing, but I think after the information has been

1 received, the commission's probably going to be in the
2 best circumstance to ask back to the attorneys the
3 questions about it. So on this point, what does that
4 mean or how does this play out?

5 So I just suggest at the end that you invite
6 interested counsel to give their input on what the legal
7 standard for any topic is. Then you can question back.

8 CHAIRMAN LEVAR: Okay. Thank you.
9 Mr. Jetter?

10 MR. JETTER: I -- I think that's fine. I
11 am -- I'm happy to do it at any point. So whatever --
12 whatever the commission, works best for you guys. I
13 think that's really the core of what we are here today
14 for. I am not sure there's a lot of facts at issue, so
15 I think it's somewhat of a matter for first impression
16 for this commission and an important issue certainly to
17 us, so we're happy to address it whenever you find it
18 most convenient.

19 CHAIRMAN LEVAR: Okay. Thank you, Mr. Jetter.
20 Mr. Russell?

21 MR. RUSSELL: I agree both with Mr. Jetter and
22 Mr. Moscon, and I think maybe we can circle back at the
23 end. I -- I did, because this is an issue, as
24 Mr. Jetter said, of first impression, I did do some
25 research into this. And I found some cases that are not

1 from this jurisdiction I think may be useful to the
2 commission, that the standards and the facts therein
3 don't really lend themselves to cross-examination.

4 So I -- I anticipate that my suggestion will
5 be that we submit briefs, even -- even if it's just,
6 here are some cases. Look at them for yourselves.
7 Decide what you think they mean and how they apply here.
8 But I -- I agree, I think we can circle back at the end
9 to -- to decide exactly how we want to convey that
10 information to the commission.

11 CHAIRMAN LEVAR: Okay. I think we will
12 proceed that way then, and we will come to the history
13 at the end. I will just state for something for parties
14 to think about with respect to briefs, I am presuming
15 there is a need to have an order in this docket in time
16 to inform the next EBA filing.

17 And so I'm -- I'm assuming a drop-dead date to
18 get an order out that would give time to inform the next
19 EBA would be, you know, around the end of February or
20 the first of March. So that may be something to think
21 about if -- if we're going to be talking about briefs,
22 or if we're just going to be having a conversation at
23 the end of hearing.

24 And with that, we'll move forward and look
25 forward to ruling on objections to witnesses talking

1 about legal issues in the meantime. Any other
2 preliminary matters before we -- before we go to the
3 first witness? Okay. Mr. Moscon or Ms. Hogle.

4 MR. MOSCON: Yes, thank you. Rocky Mountain
5 Power calls as its first witness Mr. Michael Wilding.

6 CHAIRMAN LEVAR: And I think your microphone
7 might not be picking you up for the streaming.

8 THE REPORTER: Yeah, it's literally -- it's
9 too far away.

10 MR. MOSCON: Rocky Mountain Power calls as its
11 first witness Mr. Michael Wilding.

12 CHAIRMAN LEVAR: Good morning, Mr. Wilding.
13 Do you swear to tell the truth?

14 THE WITNESS: Yes.

15 CHAIRMAN LEVAR: Thank you.

16 MICHAEL G. WILDING,
17 was called as a witness, and having been first duly
18 sworn to tell the truth, testified as follows:

19 DIRECT EXAMINATION

20 BY MR. MOSCON:

21 Q. Good morning, Mr. Wilding. Would you please
22 state your name for the record?

23 A. Yes. My name is Michael G. Wilding.

24 Q. Would you please give a very brief description
25 of your -- the position you hold at the company and your

1 **background leading up to that position?**

2 A. Yes. I am the director of net power costs and
3 regulatory policy for PacifiCorp.

4 MR. RUSSELL: You got to push that green
5 button. There we go.

6 A. Do I need to start over? I am the director of
7 net power costs and regulatory policy for Pacific Power.
8 Under my purview is the net power cost filings, so I
9 oversee the EBA. And I have been with the company for
10 approximately five years, for the entire time in the net
11 power cost group.

12 Q. (By Mr. Moscon) Okay. Have you previously
13 testified here before this commission?

14 A. Yes.

15 Q. In this proceeding, did you cause prefiled
16 testimony -- or testimony to be recorded and filed?

17 A. Yes.

18 Q. If I were to ask you the questions set forth
19 in the prefiled testimony here in person today, would
20 your answers be the same?

21 A. Yes, they would.

22 Q. Are there any corrections that you need to
23 make to that prefiled testimony?

24 A. No.

25 Q. Okay.

1 MR. MOSCON: Based on that, commission, first
2 I suppose, unless the commission has a preference of
3 sequence, I would move for the admission of
4 Mr. Wilding's prefiled testimony, together with any
5 exhibits thereto into the record.

6 CHAIRMAN LEVAR: Okay. If any party objects
7 to that, please indicate to me.

8 MR. JETTER: No objection from the division.

9 CHAIRMAN LEVAR: Okay. That motion is
10 granted.

11 MR. MOSCON: Thank you.

12 **Q. (By Mr. Moscon) Mr. Wilding, have you been**
13 **able to prepare a summary of your prefiled testimony?**

14 A. Yes.

15 **Q. Would you please share that for the commission**
16 **and the parties?**

17 A. Yes. Good morning, commissioners. The
18 company filed its annual energy balancing account or EBA
19 application on March 15th, 2018, for the deferral period
20 of January through December of 2017.

21 The company requested recovery of \$2.8
22 million, which consisted of the following components, a
23 \$4.4 million credit for the deferral of the variances
24 between actual net power costs and actual wheeling
25 revenues versus base net power cost and base wheeling

1 revenues, a \$2.9 million credit related to the Deer
2 Creek Mine retiring medical obligation savings, a \$2.8
3 million credit related to the settlement of the 2017
4 EBA, a \$9.1 million in costs for the Utah allocated
5 amortization expense associated with the closure of the
6 Deer Creek Mine, \$4 million in costs related to an
7 adjustment for sales made to special contract customer,
8 and finally, a .2 million dollar credit related to
9 various smaller items, including interest.

10 The Division of the -- of Public Utilities
11 issued its report on the EBA and proposed a reduction to
12 the company's EBA application of approximately \$910,000,
13 consisting of approximately \$885,000 for replacement
14 power costs associated with seven plant outages and
15 \$25,000 for an update to an allocation factor used in
16 the filing. The DPU also proposed a change to the
17 company's energy risk management policy.

18 The Office of Consumer Services and the Utah
19 Association of Energy Users did not file testimony in
20 this proceeding.

21 In my testimony responding to the DPU's EBA
22 report, the company accepted the update to the
23 allocation factor and also agreed to change and update
24 our risk management policy as proposed by the DPU in
25 their reports. The company disagrees with the proposed

1 adjustments related to the prudency of the seven plant
2 outages, and company wit -- witness, Mr. Dana Ralston,
3 will address this issue.

4 Therefore, I -- I respectfully request that
5 the commission approve the EBA as modified in my
6 response testimony. Thank you.

7 MR. MOSCON: Thank you, Mr. Wilding. As the
8 commission notes, there was not any testimony filed that
9 called into question any of the testimony of
10 Mr. Wilding. But, of course, he is here available for
11 any questions that the commission may have, or any
12 clarifying questions by the parties.

13 CHAIRMAN LEVAR: Okay. Mr. Jetter, do you
14 have any questions for Mr. Wilding?

15 MR. JETTER: I have no questions. Thank you.

16 CHAIRMAN LEVAR: Mr. Russell?

17 MR. RUSSELL: No questions. Thank you, Chair.

18 CHAIRMAN LEVAR: Commissioner Clark?

19 COMMISSIONER CLARK: No questions, thank you
20 very much.

21 CHAIRMAN LEVAR: And I don't either. Thank
22 you for your testimony.

23 THE WITNESS: Thank you.

24 MR. MOSCON: Thank you. With the permission
25 of the commission, the second witness that Rocky

1 Mountain Power would call is Mr. Robert Meredith who the
2 commission earlier this morning granted leave to appear
3 by telephone. And so Mr. Meredith, are you able to hear
4 us where you are now?

5 THE WITNESS: Yes, I am able to hear you.

6 MR. MOSCON: All right. So --

7 CHAIRMAN LEVAR: Why don't I swear him in?

8 MR. MOSCON: Go ahead. Yes, thank you.

9 CHAIRMAN LEVAR: Mr. Meredith, do you swear to
10 tell the truth?

11 THE WITNESS: I do.

12 CHAIRMAN LEVAR: Thank you.

13 ROBERT M. MEREDITH,
14 was called as a witness, and having been first duly
15 sworn to tell the truth, testified as follows:

16 DIRECT EXAMINATION

17 BY MR. MOSCON:

18 Q. Mr. Meredith, would you please state your name
19 for the record?

20 A. Robert M. Meredith.

21 Q. And would you please tell the commission what
22 your current job title is and any relevant experience
23 you had leading up to that position?

24 A. Sure. I am the manager of pricing and cost of
25 service in Rocky Mountain Power's regulation department.

1 Worked for the company for about 14 years, or a little
2 over 14 years now. I have worked in customer services
3 and the integrated resource planning department and in
4 regulation for all that time at various analytical
5 roles.

6 Q. Okay. Thank you. Mr. Meredith, did you cause
7 prefiled testimony to be prepared in this matter?

8 A. Yes, I did.

9 Q. And if I were to ask you the questions that
10 were written out, would your answers here live today be
11 the same as the ones that are recorded in that prefiled
12 testimony?

13 A. Yes, it would.

14 Q. Do you have any changes to that testimony that
15 would need to be made?

16 A. No.

17 MR. MOSCON: Again, Mr. Chairman, I would move
18 for the admission of Mr. Meredith's prefiled testimony,
19 together with any exhibits as part of the record.

20 CHAIRMAN LEVAR: If any party objects to that
21 motion, indicate to me. I am not seeing any objection
22 so it's granted.

23 MR. MOSCON: Thank you.

24 Q. (By Mr. Moscon) Mr. Meredith, have you had
25 the opportunity to prepare a summary of your prefiled

1 **testimony?**

2 A. Yes.

3 **Q. Would you please share that for the commission**
4 **and the parties?**

5 A. Sure. Good morning, Chair LeVar, Commissioner
6 White and Commissioner Clark. In my direct testimony, I
7 presented the company's proposed rate spread and prices
8 for the 2018 energy balancing account. With interim
9 rates effective May 1, 2018, recovery of the 2.8
10 deferral calculated by company witness, Mr. Michael G.
11 Wilding has resulted in an increase to customers of 0.1
12 percent.

13 The allocation and development of rates for
14 the 2018 energy balancing account has been prepared in a
15 manner consistent with prior energy balancing account
16 balances, and they are not contested by any party in
17 this proceeding. That concludes my summary statement.

18 MR. MOSCON: Thank you, Mr. Meredith.
19 Mr. Chairman, similarly, Mr. Meredith didn't have any
20 testimony contradicted, but he is available for any
21 clarifying questions of the commission or the parties.

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

24 MR. JETTER: I have no questions, thank you.

25 CHAIRMAN LEVAR: Mr. Russell?

1 MR. RUSSELL: No questions, thank you.

2 CHAIRMAN LEVAR: Commissioner Clark?

3 COMMISSIONER CLARK: No questions, thank you.

4 CHAIRMAN LEVAR: Commissioner White?

5 COMMISSIONER WHITE: No questions, thank you.

6 CHAIRMAN LEVAR: Okay. Thank you,

7 Mr. Meredith. We appreciate your testimony today.

8 THE WITNESS: Sure. No problem.

9 CHAIRMAN LEVAR: And I don't know if your
10 intention is to keep him on the phone? It's up to you,
11 Mr. Meredith, if you want to keep listening for the
12 sheer fun of it or should we close the line?

13 THE WITNESS: You can close the line. That's
14 fine.

15 MR. MOSCON: Thank you.

16 THE WITNESS: Okay, thanks.

17 COMMISSIONER CLARK: I am shocked.

18 CHAIRMAN LEVAR: He is just going to listen on
19 YouTube for the rest.

20 MR. MOSCON: All right. Now, I know we have
21 already been through two witnesses, so unless the
22 commission wants to take a break, we'll keep plowing
23 forward.

24 CHAIRMAN LEVAR: Let's keep going.

25 MR. MOSCON: Thank you. If it please the

1 commission, our final witness that Rocky Mountain Power
2 would call, who is with us here today, is Mr. Dana
3 Ralston. So we would ask that Mr. Ralston to take the
4 stand.

5 CHAIRMAN LEVAR: Good morning, Mr. Ralston.
6 Do you swear to tell the truth?

7 THE WITNESS: Yes, I do.

8 DANA MICHAEL RALSTON,
9 was called as a witness, and having been first duly
10 sworn to tell the truth, testified as follows:

11 DIRECT EXAMINATION

12 BY MR. MOSCON:

13 Q. Good morning, Mr. Ralston. Would you please
14 state your full name and your current business position
15 for the commission?

16 A. My name is Dana Michael Ralston. I am the
17 senior vice president of thermal generation and mining
18 for Rocky Mountain Power. I have responsibility for all
19 the thermal assets, which are the coal plants and the
20 gas plants and the geothermal plants within Rocky
21 Mountain Power, and the fuel supply and a few mining
22 activities for the company.

23 I have a degree in electrical engineering and
24 been in -- working in and around the power plant sector
25 for over 37 years, as a plant manager, maintenance

1 manager, electrical supervisor, electrical engineer.

2 Q. Okay. Mr. Ralston, did you have opportunity
3 to prepare prefiled testimony to be filed in this?

4 A. Yes, I did.

5 Q. In your testimony, and -- and we'll -- we'll
6 get to that momentarily, you describe your experience a
7 little bit. Can you provide -- let me back up and ask
8 you this. Have you provided testimony to this
9 commission before today?

10 A. In the written form, yes.

11 Q. Have you ever presented live testimony to
12 these commissioners?

13 A. No, not in the state of Utah.

14 Q. So although I wouldn't typically do this, just
15 because this is your first time before these
16 commissioners, could you please give us a little bit
17 more color, describing your working background and
18 specifically to the extent it's germane to what we are
19 doing here today, give us some indication of your work
20 that you have done, you know, facilitating plant
21 overhauls, maintenances, shutdowns, startup, et cetera.

22 A. Okay. Until I took this position in 2010, I
23 was stationed at a plant, and I worked in the overhaul
24 process. I coordinated maintenance activities. I
25 coordinated electrical maintenance activities. I was an

1 electrical engineer in charge of design. I was in
2 charge of overall plant operations as the plant manager.

3 Q. Okay. So is it fair to say that you are very
4 familiar with all the topics that are at issue today?

5 A. That would be correct.

6 Q. Okay. And Mr. Ralston, could you describe for
7 the commission the various pieces of prefiled testimony
8 that you submitted in this matter?

9 A. I respond -- or I supplied response testimony
10 to the Daymark testimony and then supplied surrebuttal
11 testimony to their rebuttal testimony.

12 Q. Do you have any changes that would need to be
13 made to either piece of testimony?

14 A. Yes. On my surrebuttal testimony, I have a
15 few changes.

16 Q. Okay. If you would wait just a minute to give
17 the parties and the commission an opportunity to turn to
18 that in your surrebuttal. What page was your first
19 change or correction be made on?

20 A. On page 5, line 93, the word "tight" should be
21 right.

22 Q. Okay.

23 CHAIRMAN LEVAR: I am sorry. You are on line
24 93 of the surrebuttal?

25 MR. MOSCON: 95.

1 CHAIRMAN LEVAR: Oh, 95.

2 THE WITNESS: Excuse me, 95. Did I say 93? I
3 apologize.

4 Q. (By Mr. Mascon) Okay. Any other corrections?

5 A. Page 6, line 135, the word weld near the end
6 of the line should be deleted. And page -- or at line
7 136, the sentence that says, "tubing ends being
8 conducted were nonidentical metal" should be deleted.

9 Q. Any other changes or corrections?

10 A. And finally on page 10, line 220, where it
11 says "ND and A know -- knowingly accepted work in its --
12 in its capacity," should say -- read, "Accept work in
13 excess of its capacity." So "excess of" should be
14 added.

15 Q. Okay. Any other corrections or modifications
16 that you believe should be made to your prefiled
17 testimony?

18 A. No.

19 Q. Okay. And similarly then, if I were to ask
20 you all of the questions in both pieces of your
21 testimony here today, would your answers be consistent
22 with the answers in your prefiled testimony, including
23 the corrections that you have just noted for us?

24 A. That's correct.

25 MR. MOSCON: Okay. With that, Mr. Chairman, I

1 move for the admission of the prefiled testimony of
2 Mr. Ralston, together with any exhibits thereto.

3 CHAIRMAN LEVAR: Okay. If any party objects
4 to that motion, please indicate to me. I am not seeing
5 any objection, so the motion is granted.

6 MR. MOSCON: Thank you.

7 Q. (By Mr. Moscon) Mr. Ralston, have you had the
8 opportunity to prepare a summary of your prefiled
9 testimony?

10 A. Yes, I have.

11 Q. Would you please share that with the
12 commission and the parties.

13 A. My name is Dana Ralston. I am the senior vice
14 president of thermal generation and mining for Rocky
15 Mountain Power. I've been responsible for Rocky
16 Mountain Power's thermal fleet since 2010, and prior to
17 that held a number of positions within the generating
18 fleet of Berkshire Hathaway Energy, including plant
19 manager, maintenance manager, electrical supervisor and
20 electrical engineer. I have a degree in electrical
21 engineering with over 37 years working around and in the
22 power plants.

23 Today I am offering responses and surrebuttal
24 testimony to Daymark's testimony regarding the prudence
25 of contested plant outages. In my testimony, I show

1 that the company did demonstrate prudence by its actions
2 when maintaining and operating its plants.

3 Daymark, when reviewing the outages, equates
4 its avoidable outage that could be prevented with
5 perfect foresight to improve in that by the company.
6 This demonstrates that Daymark is using a perfection
7 standard not a prudence standard.

8 If Daymark's approach to maintenance and
9 operational was implemented, costs to the customers
10 would significantly increase with a very small impact on
11 fleet equivalent availability, because Daymark would
12 have the company shift all risk to contractors no matter
13 what the cost and undertake corrective actions that were
14 not justified by inspection or operating data.

15 In addition, Daymark represents --
16 misrepresents data and testimony to arrive at an
17 erroneous conclusion related to outages. In my
18 testimony, I show how the company used reasonable and
19 prudent processes to avoid outages and mitigate risks
20 while effectively balancing risks and costs for the
21 benefit of our customers.

22 In my testimony I use an analogy of changing
23 tires on your car every month to prevent a flat tire.
24 While this may reduce the chance of a flat tire, it is
25 far from prudent to do this and would not eliminate all

1 chances of a flat tire. This seems to be the same
2 standards Daymark uses when reviewing outages.

3 With respect to our jointly owned plants that
4 we -- that are operated by others, Daymark incorrectly
5 implies we have a unilateral -- unilateral right to
6 enforce process or changes on these plants. Rocky
7 Mountain Power is a very active and engaged owner
8 involved in our participation agreements to its fullest
9 extent.

10 These agreements that govern these plants are
11 based on a partnership with all owners getting benefits
12 and costs based on their ownership share. The operating
13 company receives no premium to take on the risks of
14 operating the plant. The companies that operate these
15 plants use prudent processes, but they may be not the
16 same as Rocky Mountain Power uses. And when Daymark
17 refers to these partners as contractors, it shows a lack
18 of understanding about these agreements.

19 Finally, the company uses equivalents
20 availability, or EA, as an indicator of the detail and
21 care the company uses with regard to maintaining its
22 operating fleet. The company's thermal EA is
23 significantly better than the North American Electric
24 Reliability Corporations or NERC, average for a similar
25 size fleet.

1 The company believes outages should be
2 reviewed individually and that NERC averages do not
3 automatically make every outage prudent. But to
4 completely ignore this metric does not paint a complete
5 picture of how the company manages thermal plants to
6 provide the least risk, least cost supply to our
7 company -- or customers.

8 Rocky Mountain Power has and will continue to
9 prudently manage the thermal fleet with the best
10 interests of the customers at its forefront. I am here
11 to answer your questions.

12 MR. MOSCON: Thank you, Mr. Ralston.
13 Mr. Ralston is available for any questions of the
14 parties or commission.

15 CHAIRMAN LEVAR: Okay, thank you. Mr. Jetter?

16 MR. JETTER: Thank you. I have a few
17 questions.

18 CROSS-EXAMINATION

19 BY MR. JETTER:

20 Q. Good morning.

21 A. Good morning.

22 Q. Maybe I'd like to just start out asking a
23 question that -- that you addressed a little bit in your
24 introduction. You mentioned that -- that, I guess in
25 your testimony, that Daymark Associates, the consulting

1 firm hired by the Division of Public Utilities, is
2 seeking to hold the company to a perfection standard.
3 Is that an accurate representation of your
4 understanding?

5 A. Yes.

6 Q. Can you tell me how many forced outage events
7 the thermal fleet for PacifiCorp experienced in 2017?

8 A. I don't have that number off the top of my
9 head.

10 Q. Would you accept, subject to check, that there
11 were 368?

12 A. Subject to check.

13 Q. And do you know how many megawatt hours were
14 lost as a result of those?

15 A. Again, I don't have that off the top of my
16 head.

17 Q. Would you accept, subject to check, that it
18 was in the ballpark of three million?

19 A. All right. Subject to check.

20 Q. Do you know how many outages Daymark has
21 recommended not be -- be removed from recovery from the
22 EBA?

23 A. I believe it was seven.

24 Q. Okay. And -- and seven is lot less than 368;
25 is that correct?

1 A. I believe so.

2 Q. And so do you still think that the -- the
3 perfection applies when Daymark and Associates
4 recommended only seven out of 368 forced outages be
5 unrecoverable as a result of imprudence?

6 A. When I look at the detail of the seven outages
7 and the action Daymark expects us to take, or would say
8 would be a prudent level, I believe that is a perfection
9 standard, not a prudent standard that a reasonable
10 utility would do.

11 Q. Let me ask you a little follow-up question
12 there. Can you give me an example of an imprudent
13 outage?

14 A. I can't think of one right off the top of my
15 head.

16 Q. Okay. Do you know if PacifiCorp has ever had
17 an imprudent outage?

18 A. Again, I can't think of one right off the top
19 of my head.

20 Q. Okay. If there were never an imprudent
21 outage, wouldn't that somewhat be the inverse of a
22 perfection standard; it would be a standard of
23 imperfection?

24 A. I guess you could look at it that way.

25 Q. And following up with that, do -- do you

1 believe that customers of Rocky Mountain Power in Utah
2 should be responsible for all of the replacement power
3 costs regardless of the -- the type of outage or the
4 prudence that led up to that?

5 A. I believe the customer -- well, the company
6 should be reimbursed for their cost when they acted
7 prudently towards trying to avoid and prevent outages.

8 Q. Do you think that that -- that same standard
9 should apply to Rocky Mountain Power's contractors or
10 third party operators?

11 A. Please repeat the question. Be more specific.

12 Q. In your answer to my previous question, I
13 believe you answered that PacifiCorp should be
14 reimbursed for the costs of its prudent actions. Is
15 that an accurate representation?

16 A. Yes. We should be re -- reimbursed for
17 prudent -- for costs when we act prudently.

18 Q. Okay. And do you -- do you also think that
19 Rocky Mountain Power should be responsible for costs
20 when it does not act prudently?

21 A. Well, if we don't act prudently, then the
22 commission would determine that and probably not allow
23 those costs.

24 Q. Okay. And do you think that that should
25 extend -- regardless of whether it's legally mandated,

1 do you think that similar standard should extend to
2 third party contractors that Rocky Mountain Power hires?

3 A. Okay. And -- and again, the -- the
4 contractors are out operating on our behalf, so the same
5 standard should apply.

6 Q. Thank you. Can you tell me what steps Rocky
7 Mountain Power or PacifiCorp in its fleet takes -- let
8 me rephrase that question.

9 What steps does the company take to ensure
10 that the third parties are operating in a prudent
11 manner?

12 A. Can you be a little more specific on whether
13 you are talking about a contractor that is specifically
14 hired by Rocky Mountain Power or a partner operated
15 plant operator?

16 Q. Well, maybe let's address those each
17 individually. So let's first take a look at -- or -- or
18 let me know your opinion on the -- the contractors that
19 are hired by Rocky Mountain Power.

20 A. Okay. So when Rocky Mountain Power hires
21 contractors, we take and make sure that we have
22 qualified contractors that can perform the work, are
23 reasonable, competent and available. Okay. And at the
24 same time, when we sit down, we get their prices from
25 them. We negotiate a contract and negotiate terms that

1 have the warranty provisions and allow us to execute
2 towards that contract to try to protect the customer and
3 us to its best extent.

4 In those provisions it's always a give and
5 take, I will say, because if you want perfect, if you
6 want to shift a hundred percent of the risk all to the
7 contractor, you are going to pay for it. And in my 37
8 years of doing that, I have never seen any contractor be
9 willing to accept 100 percent of all risk, including net
10 power cost risk, in any contract we have been able to
11 negotiate.

12 Q. And so would you agree with me then that that
13 puts those contractors in a different risk position than
14 the Rocky Mountain Power would be were Rocky Mountain
15 Power performing the same amount -- the same work?

16 A. Possibly. Again, it depends on the situation,
17 I would say, and the contract.

18 Q. And would it then be accurate that when --
19 in -- in the company's view when it hires third party
20 contractors that are not taking on that risk, that that
21 effectively shifts that risk to customers to bear the
22 losses that Rocky Mountain Power might otherwise be
23 responsible for?

24 A. Not necessarily. It depends on the event.

25 Q. Could that be the case?

1 A. What do you mean?

2 Q. Could it be the case that -- that those
3 contracts would shift risk to customers?

4 MR. MOSCON: Mr. Chairman, before he answers,
5 again, you noted this, and I am not trying to overdo it,
6 but I guess I just need to note for the record that this
7 whole series of questions has embedded the legal
8 conclusion that the company would otherwise be liable
9 for it, which itself could be impact to a great -- great
10 detail.

11 I am not trying to get in the way or interrupt
12 the flow. I just don't want anyone to at a later date
13 say, well, we waived any objection. So to the extent
14 that he is asking the witness to make legal conclusions
15 about the company, its liability, what the legal
16 standard of prudence is, et cetera, I just want to
17 preserve that objection.

18 CHAIRMAN LEVAR: Sure. Mr. Jetter, do you
19 want to respond to the objection?

20 MR. JETTER: I am really trying to -- to -- to
21 get this without going into -- to the legal conclusion,
22 and I understand that -- that some of this has that as
23 the backdrop. I think this, really all of our -- our
24 cases today, the facts at issue, are kind of set with
25 that backdrop.

1 And as I was creating my cross questions, I
2 wasn't anticipating a -- a legal discussion in addition,
3 and so I think I maybe can withdraw that question and
4 move on to some more specifics.

5 CHAIRMAN LEVAR: Okay. Well, then there's no
6 need to rule on the specific objection. We'll move on
7 then.

8 MR. JETTER: Okay.

9 Q. (By Mr. Jetter) So just to -- to clarify,
10 before I -- before we move on, replacement power costs
11 are not typically included in third party contracts; is
12 that correct?

13 A. Not directly.

14 Q. Okay. Replacement power costs, are those ever
15 included in your contracts with co-owners or affiliates
16 or other -- other operators that are not Rocky Mountain
17 Power that are operating a partially owned power plant?

18 A. No. We -- we don't have them in any of them
19 that we are the owner but not the operator. And at the
20 same time, we don't have any of them that we are the
21 operator and owner and we have other owners.

22 Q. Okay. And -- and so how are -- how is Rocky
23 Mountain Power, through those contacts -- contracts, or
24 relationships with those other -- other operators, how
25 is Rocky Mountain Power protected from imprudent

1 **actions?**

2 A. We protect ourselves from a -- from being
3 involved with the participation agreements. We have
4 what we call E and O committees or coordinating
5 committees. We're heavily involved with those. We have
6 constant communication, at least daily with those
7 different plants on what's going on in that. We're a
8 very active participant on it.

9 From a contractual standpoint, there is no net
10 power cost provision in any of the participation
11 agreements that -- on either side, where we are the
12 operator or they are the operator.

13 **Q. Okay. And is it fair to say that you have
14 influence on the operations, even if you are not
15 directly in control?**

16 A. We -- we try our hardest to influence and
17 direct the plan to where we think is the best place for
18 customers.

19 **Q. Thank you. I think I am done -- will move on
20 at this point, and -- and go through the seven outages.**

21 A. All right.

22 **Q. Sort of in the order that they have been
23 presented in testimony. I think it will be the easiest
24 way to follow. So if you look at Craig Unit 2, is it
25 accurate that this is a representation, or this is an**

1 instance where it's a third party operator?

2 A. Yes, that's correct. Tri-State Generation and
3 Transmission operates the Craig unit.

4 Q. Okay. And is it accurate that Rocky Mountain
5 Power has influence on how this is operated through its
6 relationship with Tri-State?

7 A. Again, we work our hardest through those
8 committees and through discussions with them to
9 influence the direction.

10 Q. Okay. Thank you. And in this case let me
11 make sure I characterize this correctly, but there's a
12 series of plugs that are each opened individually,
13 and -- and a compound is -- is deposited through the
14 plug. And then the plugs are reclosed, and that process
15 ultimately resulted in one of the plugs being missing at
16 some point?

17 A. Maybe a better way to say it is the generator
18 is probably 14, 16 foot in diameter, and there's a
19 series of plugs like little quarter inch or
20 three-eighths inch plugs all the way around. If they
21 take one out and they use this, like a -- it's a -- it
22 looks like our TV almost, you know, that you get at the
23 store.

24 And they pump it in, and they pump it in the
25 next one. It comes out. Then they put the plug in here

1 and then pump it here to the next one. It creates a
2 flexible seal so the hydrogen doesn't leak out, and then
3 they put the plugs back in one by one.

4 Q. Okay. And you mentioned -- this is -- I can
5 direct you to it. It's page 3 of your response
6 testimony, on line 56, and is this -- this accurate
7 that -- that you had written in there, that the plugs
8 are tightened, torque not required and pressure tested
9 to verify the seal integrity?

10 A. Yes. When the -- the work was done, a
11 pressure test at 48 pounds was done for 24 hours, and it
12 passed the pressure test.

13 Q. Okay. And so it's -- it's your testimony of
14 the company that it's believed that the plug had
15 vibrated out at some point?

16 A. That's correct. Otherwise, it wouldn't have
17 passed the pressure test.

18 Q. Okay. And -- and would it be a reasonable
19 conclusion that it vibrated out because it was not
20 tightened properly?

21 A. That's one possibility. I -- they're not sure
22 why it vibrated out. It may not have been tightened
23 enough. It may have had a flaw, don't really know, but
24 we believe it vibrated out sometime during operation
25 when it was returned to service.

1 Q. Okay. And how many of the other plugs
2 vibrated out since then?

3 A. None of them.

4 Q. So if you were creating a plan to prevent that
5 from happening in the future, would you recommend adding
6 a torque value to the installation of those plugs?

7 A. I'd have to check on the design on that. I
8 would have to really know whether that was prudent or
9 not. I -- I -- that is a reasonable solution. I am not
10 sure if it was or not. The procedure done was by
11 General Electric, and it was their procedure.

12 Q. Okay. Would you agree with me that hand tight
13 probably isn't adequate?

14 A. And I don't know if it was hand tight or not.

15 Q. Okay. About if -- if that was -- if that was
16 the case, it would need to be tighter than that?

17 A. I would say so, yes.

18 Q. Would it be unreasonably expensive, do you
19 think, to add in the procedure manual for when you are
20 reinstalling these plugs to tighten them to some level
21 that's checked in some way?

22 A. I wouldn't think so.

23 Q. That's all the questions I have about the
24 Craig Unit 2. Next I'd like to move on and discuss Dave
25 Johnson -- or excuse me, Dave Johnson 3, the April 25th

1 outage.

2 Can you tell me why different grades of metal
3 are used in different pipes at different -- different
4 points within the boiler unit?

5 A. It's basically temperature and pressure
6 related event. Low temperature steam or water, carbon
7 steel is okay for, but when you start getting into the
8 higher temperatures, a thousand degrees or higher, the
9 material breaks down faster. So the longevity would be
10 reduced over time.

11 Q. And I think your testimony is in agreement
12 that it was a -- a tubing material that was incorrect
13 for the location; is that accurate?

14 A. It was a nonconforming material.

15 Q. Okay. It didn't meet the engineer's design
16 spec for that location?

17 A. Somewhat, yes. To give you a better frame of
18 reference is, the tube that had the material that failed
19 is here, and somewhere right below there, the -- it was
20 a transition switch to a different material, like within
21 a couple of feet. And the tube right next to it was the
22 same material that was put in. So I mean, they were
23 literally inches apart.

24 Q. Okay. So -- and is that the case that the
25 tube next to it was the correct tube?

1 A. Yes.

2 Q. Okay. And that was, I think if I am
3 remembering, that was No. 47, but I don't remember that.

4 A. No, no, no, no. You're -- you're thinking of
5 something different.

6 Q. Okay. You would agree that prudent
7 construction of a facility would use the appropriate
8 tube for the correct locations; is that correct?

9 A. In an optimal condition, you would use the
10 exact design material that was put in the boiler, yes.

11 Q. Okay. And part of the response in your
12 testimony was that the nonconforming tube had lasted 20
13 years, and that was an indication that it was adequate
14 for that location?

15 A. It lasted at least 20 years. The -- the
16 reason we go back at least 20 is because when Utah Power
17 and Pacific Power merged, the Utah Power repair process,
18 called an R state process, was more robust than the
19 Pacific Power one. And it was implemented, and that was
20 about the time it was implemented.

21 This material could have been put in 30 years
22 ago. I -- we -- we don't have the records, and back
23 that far back, it would have been a paper system. So it
24 was more difficult to track and follow things, where
25 today it's very computer friendly.

1 So I know it's at least 20 years because
2 that's when we did the switchover, and we don't have any
3 records from that 20 years back -- forward. So it was
4 at least 20 years.

5 Q. Okay. Thank you. And -- and is it -- is it
6 an accurate statement that if the, the correct grade of
7 steel tube had been used, all else equal, you would
8 expect it to have lasted longer in the same conditions?

9 A. That's a possibility, yes. It would have --
10 it probably would have lasted longer.

11 Q. Thank you. I'll move on next to the same
12 power plant but the September 19th, the Dave Johnson
13 September 19th outage.

14 I, I think it, it would be a fair summary,
15 correct me if I am wrong, of your testimony that the --
16 the company does rely on a metallurgist that's a third
17 party contractor to review some of these failures, and
18 that that third party recommended less explosive use,
19 less -- I guess it's a slower propagation, deslagging
20 explosive or propellant?

21 A. When a metallurgist gets a section of tube, he
22 dissects that tube, and he reports to us everything he
23 sees, you know, whether it's old damage, new damage,
24 whatever. His -- his responsibility is to tell us
25 everything that he -- he knows about that tube.

1 In this case he noticed that there was some
2 stress rings, I believe they are called Nelson rings,
3 for that saying that there had been some previous damage
4 at some point in time. Okay. That could have happened
5 10 plus years ago. We don't know.

6 So what he reported there, because he saw
7 that, is he said, you should consider using low -- lower
8 prop -- lower velocity detonation cord. Okay. And that
9 was a -- to inform us that if we hadn't already started
10 doing it, we should consider it.

11 As I said in testimony, we identified that
12 issue back in -- long before that, and we implemented
13 the lowest velocity det. cord that's available on the
14 market in 2011.

15 **Q. And are there -- are there other ways to**
16 **deslag those outside of using detonation cord?**

17 A. Yes. But they tend to have more risk towards
18 people. Using detonation cord tends to be the most
19 effective and safest method for deslagging.

20 I mean, if I go back to 30 years ago when I
21 was doing it, I remember spending an Easter with a large
22 steel rod just hammering away at slag between panels,
23 and it was not a very pleasant time. Or, you know, you,
24 you have eye injuries. You have strains and sprains.
25 So detonation cord shakes the whole thing, breaks the

1 slag and allows people to get in there without injury.

2 Q. Okay. But it also tends to cause fractures
3 in -- in brittle materials; is that correct?

4 A. Yes. In this case we are putting people
5 first.

6 Q. Okay. And prior to 2011, you were using the
7 more aggressive detonation cord that --

8 A. I understand that, yes. I just know since
9 2011, we have been using the lowest. There might have
10 been steps, but I am unfamiliar with exactly what steps
11 they were.

12 Q. Thank you. I am going to move on to the
13 Huntington Unit 1 outage. It's correct that the
14 Huntington Unit 1 outage was the fourth of a similar
15 type of failure that's occurred since 2008; is that
16 correct?

17 A. Yeah. We have had four failures over an 11
18 year period.

19 Q. Okay. And all of the failures were the result
20 of -- of the same welding failure?

21 A. It's -- it's of a similar metal weld failure
22 that happens with everything on a dissimilar metal weld
23 over time and temperature.

24 Q. Okay. And this has been known in the -- the
25 utility generation industry for quite some time; is that

1 correct?

2 A. Yes. And it's managed by most utilities.
3 It's a judgment call on when to do a bunch of
4 replacements and when to keep managing through them, and
5 managing so that you don't have a, what they call the
6 hockey stick up on failures.

7 Q. Okay. And you have had planned outages where
8 this could have been repaired as is planned for 2022.
9 You've had planned outages between 2008 and 2017; is
10 that correct?

11 A. That's correct. And maybe to frame that, is,
12 we have a planned outage about every four years. Okay.
13 And we take it down for about five weeks, and we tear
14 just about everything apart and try to rebuild it and
15 put it back together and then try to run the plant for
16 four years solid.

17 So when you have that five week period, you
18 know, these structures are 15, 20 stories tall, with
19 thousands and thousands of tubes and welds in them. And
20 you have all the ancillary equipment, so you kind of
21 have to prioritize your work. Okay. And for lack of a
22 better term, you triage it, and you focus on the things
23 that are going to cause you the most forced outages and
24 you address those.

25 And this data was not the worst actor we had

1 in the plant so we focused on other areas that were
2 going to be more negatively impactful to the forced
3 outage rate.

4 Q. Do you know how long, in addition during any
5 of your previous planned outages, it would have taken to
6 remedy this, in a -- as an extension to a prior outage?

7 A. You mean to replace it all?

8 Q. To perform the same planned replacement as you
9 intend in 2022.

10 A. How long it would take?

11 Q. Yeah. Would that have added a week --

12 A. Probably --

13 Q. -- to your prior outages or longer?

14 A. Well, if you planned it up front, you build it
15 in there, and it would probably be a couple of million
16 dollars to replace them all, all 600. And if -- if I
17 knew about it beforehand and planned it and planned the
18 work in there, it probably wouldn't have extended the
19 outage. Now, if I found out about it in week four of a
20 five week outage, I would have a problem.

21 Q. So -- so what was it about the fourth outage
22 that was different from the first or second or third
23 outage that caused the company to change or implement a
24 replacement for 2022?

25 A. It was basically time. I mean, we -- we -- we

1 know that dissimilar metal weld failures are a function
2 of time and temperature, and as time goes on, you know,
3 you are taking on more risk of a failure as time goes
4 on. So in 2008, I don't believe we felt that there was
5 enough risk after one failure to do anything.

6 And then I believe -- I can't remember the
7 other two, is I want to say in '11 and '15 and then the
8 last one in '17. I am not sure those dates are correct.

9 Q. Okay. I don't know the -- the dates of those
10 either. Let's move on to Jim Bridger No. 2 is next.

11 And is it accurate that this outage at Jim Bridger No.
12 2, January 17th, 2017, was a result of a water coolant
13 line freezing because of a failure in the heat tracing?

14 A. That's roughly correct.

15 Q. Do you run the heat tracing all of the time or
16 only during shutdowns?

17 A. No. We only run it when there's freezing
18 temperatures though.

19 Q. Okay. And I am looking at your response
20 testimony, page 11, beginning at line 244. You
21 testified that the -- "The company has processes in
22 place to inspect the heat tracing and verify operation.
23 But the process had a void in it that results in this
24 failure" -- resulted, excuse me, "in this failure to not
25 be identified so repair work could be completed"?

1 A. Yes. So what -- what we do is, in the fall,
2 before the freezing temperatures, go out, usually start
3 sometime in August or early September, have people go
4 out to all the freeze protection panels and all the
5 circuits, and there is literally hundreds and hundreds
6 of these.

7 There's -- there's a lot, especially if you
8 have an outdoor boiler. And then they go out and they
9 actually measure the current in the voltage and record
10 it. So it's to determine whether something's
11 malfunctioning or not.

12 In this particular case, there was no current,
13 but there was voltage. So that is how it got missed.
14 Okay. So as I have said in testimony, we said, when the
15 technician sees that, he is to raise the red flag and do
16 some other things.

17 So we went through the effort to try to,
18 before the freezing temperatures to verify our -- our
19 systems were working. We just had a procedural problem
20 here where the -- the failure slipped through the
21 cracks, either by the technician not raising it or
22 somebody else not seeing it.

23 **Q. And so ultimately the result was that the**
24 **testing procedures were carried out but they didn't**
25 **identify the problem?**

1 A. This -- this particular problem, yeah.

2 Q. And it's your testimony that that -- that was
3 the testing procedure was, I guess, a prudent choice by
4 the company?

5 A. Well, we had a -- a testing procedure in
6 place, and we thought it was complete. We didn't
7 recognize this could be a void until it happened to us,
8 and then we made corrections since we have discovered
9 that.

10 Q. Okay. And -- and as an electrical engineer,
11 do you think a testing procedure that measures a voltage
12 difference at -- at the, I guess the plug-in points of a
13 heat tracing tape that doesn't measure resistance of the
14 tape would be an appropriate way to test whether it's
15 functional?

16 A. In measuring the resistance? I am not sure I
17 understood your question.

18 Q. Measuring -- measuring electricity flow?

19 A. You mean the current and the voltage?

20 Q. Yes.

21 A. That -- that would be very prudent, and that's
22 what we were intending to do.

23 Q. Okay. So you were -- that was what the policy
24 was prior to that, or that's what it is now?

25 A. No. That's what it was prior, to record the

1 current and the voltage. In this case there was no
2 current, okay, but there was voltage, and at that point,
3 nobody raised the flag, the technician or someone said,
4 this doesn't seem right to me.

5 Q. Okay. So the inspector, whoever was
6 inspecting, the technician, identified or had an
7 erroneous reading. They just didn't identify it as a --
8 as a problem?

9 A. Correct.

10 Q. Thank you. I'll move on now to the Jim
11 Bridger 3 outage. And just to refresh recollection,
12 this was the outage that was caused by an electrical
13 failure that was determined to be a cable that was
14 flooded in an underground wire ball; is that correct?

15 A. That's correct.

16 Q. Okay. And the identified cause of this, is it
17 accurate that the cable failed potentially due to damage
18 during the initial time when the wire was pulled?

19 A. I believe the report said it was age and
20 damage.

21 Q. Okay. Do you know how age would have caused
22 that failure?

23 A. Cable insulation breaks down with age. I
24 mean, it's a form of a plastic. I mean, if you took a
25 gallon milk jug and set it outside for a year, then

1 tried to pick the handle up, the handle is probably
2 going to come off in your hand because it degrades from
3 sunlight and everything else. Cables, the insulation on
4 them, they aren't designed to run for a million years.

5 **Q. So do you have a policy in place then to**
6 **replace those at periodic intervals?**

7 A. No. I think we replace those as conditions
8 warrant, when we do some testing and -- or if we have a
9 problem, that the cost of replacing those would be
10 tremendously large.

11 **Q. And to the extent that a cable is -- is**
12 **damaged during installation, that's usually the result**
13 **of a mistake, is it not?**

14 A. I -- I can't necessarily say that. I mean,
15 this was during an original construction in the early
16 seventies. So it could have been that there was a rock
17 that got picked up. I mean, you're -- you're talking
18 about traveling hundreds and hundreds of feet.

19 And what they do is, they have these little
20 concrete vaults in the ground with the conduit going
21 through it. And then it goes to another concrete vault,
22 and they run the cable through it, through the vault,
23 and they pull it through. And these cables are like
24 this big around.

25 And they pull -- pulling -- put a pulling

1 lubricant on it, and they pull it through. And they are
2 trying not to pull it so hard that they damage the
3 insulation. Okay. So during the process, if it -- if
4 it picks up any type of debris or -- or runs on a corner
5 and gets slight gouged, it can get damaged.

6 Generally, after a cable is pulled in, a
7 standard practice is to what they call Hipot them, is
8 they get the cable in place, and it's not connected up
9 to anything. And they put a voltage on it to check the
10 leakage current to make sure it's functional.

11 I am assuming that happened back in the
12 seventies when the plant was built and that it passed at
13 that time, and then it successfully operated for over 40
14 years before the pit got flooded and water actually
15 improved the conduction path. And the damage and the
16 age probably got to it right there.

17 **Q. Let me ask you a couple quick follow-ups.**
18 **The -- the purpose of those procedures as they install**
19 **it with the lubrication and -- and the way that it's fed**
20 **into the tubing and into the conduit tube, and the**
21 **conduit itself, in fact, it's -- it's all there to make**
22 **sure that it's not damaged; is that correct?**

23 A. Generally, yes.

24 **Q. And on a little bit of a different question,**
25 **with relative to the flooding of those, have you taken**

1 **any steps since then to remedy, to -- to have drains to**
2 **keep those vaults from being flooded?**

3 A. Not to my knowledge. I believe this was a
4 gasket failure.

5 Q. Okay. Do you think it would be a prudent
6 choice to do that in the future, at least to the extent
7 that a vault is within the drain path of some of the
8 plumbing?

9 A. So let's take this little building where it
10 happened. It's kind of out in the middle of nowhere. I
11 mean, there -- there aren't probably any drains to drain
12 it to. I mean, you might be able to do something by
13 building up the lip of the vault or something else. I
14 don't know. I haven't specifically looked at that spot
15 to think about it that way. I think the best thing to
16 do is prevent the leak to begin with.

17 Q. Okay. And the vaults -- the vaults aren't
18 **intended to be run under water; is that correct?**

19 A. It's not unusual to find water in them at some
20 point in time, because the ones outside may get
21 precipitation. I mean, in my career, I have opened up
22 vaults before and they have had three to six inches of
23 water in them. It's not uncommon. They are not
24 designed for that, but it's not out of the ordinary.

25 Q. Okay. And so in a typical situation, wiring

1 that's undamaged is not -- I guess, a circuit to ground
2 isn't created when water is -- is in those?

3 A. No, not always. It also, again, depends on
4 the age of the cable, if it's starting to break down.

5 Q. Okay. Thank you. And finally, I guess we'll
6 move on to the Dave Johnston Unit 4 outage, which I
7 believe was March 17th, 2017, and this is the instance
8 where an incorrect part was delivered by MD&A; is that
9 correct?

10 A. That's correct.

11 Q. How did the company choose to contract with
12 MD&A for this service?

13 A. It was a competitive bidding process. I mean,
14 we usually qualify the vendors again, and based on their
15 experience and everything in the industry, and then we
16 go out for a competitive tender based on the scope of
17 work. In this case it was a turbine overhaul, and then
18 we see the prices and negotiate terms and then take the
19 best value for the customer.

20 Q. Okay. I am looking at your response testimony
21 on line 326, and I am going to -- are you -- are you
22 caught up?

23 A. I'm there.

24 Q. Okay. And it says, "MD&A determined that the
25 root cause was that MD&A had recently increased the

1 repair shop capacity for work. However, they had not
2 yet caught up with fully staffing appropriately." Did I
3 read that correctly?

4 A. Yes.

5 Q. And you said that you had -- had -- Rocky
6 Mountain Power had verified that it was an appropriate
7 vendor through their process; is that correct?

8 A. Yes, and we have experience with them before.

9 Q. Okay. But -- but you didn't know that they
10 had increased their repair shop capacity and not yet
11 caught up on staffing?

12 A. No. Maybe a better way to say that is, when
13 you take a turbine apart, you don't necessarily know
14 what's -- needs repaired. I mean, in our case we go --
15 on certain sections of turbine, we go eight years before
16 we tear them apart. And when you tear it apart, you
17 find damage, and then you go to repair shops to try to
18 get that damage fixed within the outage frame.

19 And most utilities will schedule outages in
20 the spring and the fall, because that's when power
21 prices are the lowest and replacement power costs for
22 the customer is the cheapest. Winter and summer, that's
23 when everybody wants their electricity and the market
24 prices are higher. So you select those times there.

25 And a lot of times, the amount of repair work

1 these shops see in those times is kind of like drinking
2 out of a fire hydrant, and then in the middle of the
3 summer, it could be next to nothing. So I mean, it, it
4 kind of depends on who tore things apart across the
5 country and what did they find. So it's very, very hard
6 to determine. We just make sure that we are trying to
7 get a contractor who is capable and competent of doing
8 the work.

9 **Q. Okay. And in this case, they -- they actually**
10 **installed the wrong part; is that correct?**

11 A. Yes.

12 **Q. It was an impeller from a different generation**
13 **unit?**

14 A. Yes. What they did is they sent out the
15 impellers for -- to a third party for nondestructive
16 testing, to see if there was cracks in them that you
17 couldn't see visually, so that if you put it back in
18 there and then it was running, it didn't fly apart at
19 you at some other time. And when they came back, there
20 was more than one impeller from the contractor, or from
21 the third party testing company, and they got it
22 switched.

23 **Q. Okay. And so if I -- if I go to your analogy**
24 **of -- of switching your tires frequently, if you went to**
25 **the tire repair shop and your -- your car came out and**

1 it had three different wheels on it, you might ask
2 questions, wouldn't you, of whether this repair shop is
3 competent to be doing the work that you hired them to
4 do?

5 A. I would question the ability, but if I had
6 been doing business with him for 20 years and had very
7 good success, I would ask him to correct it and ask him
8 what they were going to do to make sure it didn't
9 happen.

10 Q. Okay. Would you ask -- would you ask them
11 to -- in the -- in the car repair instance, to pay for
12 your taxi to go wherever you needed to go while they
13 repair your car?

14 A. Probably not.

15 Q. You wouldn't. Okay. And similarly can you
16 not ask MD&A to cover the cost of the energy to cover
17 the outage?

18 A. We did not ask them to cover the direct cost
19 of the replacement power.

20 Q. Okay. And it's accurate, I guess, that you
21 are asking that the customers are going to -- asking
22 customers to pay for that?

23 A. To some -- yes. The other way to think about
24 this, if we would try to get contracts that shifted a
25 hundred percent of the risk to contractors, I know we

1 would pay a significantly amount more than what we are
2 paying for contracts now. And the frequency rate of
3 failures is extremely small compared to the number of
4 contracts we do. So we would be spending a lot more
5 money for the benefit.

6 Q. Thank you. I have no further questions.
7 Thank you for your testimony and putting up with my
8 questions today. I appreciate it.

9 A. No worries.

10 CHAIRMAN LEVAR: Thank you, Mr. Jetter.
11 Mr. Russell?

12 MR. RUSSELL: Thank you, Chairman LeVar.

13 CROSS-EXAMINATION

14 BY MR. RUSSELL:

15 Q. I have a few questions, and I'm going to try
16 to follow Mr. Jetter's format a little bit in that he
17 started asking you some questions more generally about
18 the company when it hires subcontractors or third party
19 contractors.

20 You -- he asked you a question about whether
21 those contracts include replacement power costs in those
22 third party contracts, and you indicated they do not.
23 I'm -- I'm curious about the mechanism. Is it -- do
24 those contracts typically include a waiver of
25 consequential damages? Is that -- is that how those

1 **contracts are set up?**

2 A. I -- I believe so. I mean, the -- the
3 contracts do not specifically say that.

4 CHAIRMAN LEVAR: I don't think you are getting
5 on the microphone.

6 THE WITNESS: I'm sorry.

7 **Q. (By Mr. Russell) It's difficult because I am**
8 **way over here and you have to turn. I'm sorry.**

9 A. I don't believe so. I'd -- I'd have to look
10 at the contract. But the contracts do not have specific
11 language that say, if -- if an event happens, the
12 contractor will be solely responsible for all
13 replacement power cost incurred by the company. It
14 doesn't say anything like that.

15 **Q. In -- in, I guess, does -- does it contain a**
16 **provision that has the inverse? Does it say that the**
17 **contractor will not be responsible for certain damages**
18 **that result if we, the subcontractor, made a mistake?**

19 A. I don't -- I don't recall that.

20 **Q. Okay. All right. Fair enough. Part of**
21 **the -- the job, I guess, of the company, is to -- is to**
22 **go out and hire subcontractors that you believe are**
23 **competent, right?**

24 A. That's correct.

25 **Q. And -- and also to hold contractors**

1 responsible if they make a mistake, yes?

2 A. Yes.

3 Q. And as between the company and the customers,
4 the company is in the better position to hold those
5 subcontractors responsible, yes?

6 A. Yes, I would agree.

7 Q. Okay. And let's talk a little bit about
8 relationships with third party operators of power
9 plants. We talked about the Craig 2, Craig Unit 2 plant
10 a little bit. And it's Tri-State Generation that
11 operates that unit, yes?

12 A. That's correct.

13 Q. And what -- and maybe we can just talk
14 specifically about that one. What recourse does Rocky
15 Mountain Power have in a situation where you believe
16 that Tri-State Generation has operated its plant
17 imprudently and it causes impacts on Rocky Mountain
18 Power's customers?

19 A. I would have to go back and look at the
20 participation agreement. If they used reasonable
21 utility standards, I don't think we have any recourse.
22 I mean, if it was gross negligence or something to that
23 effect, I believe we might, but I, again, I'd have to go
24 back and look at the participation agreement and ask my
25 attorneys whether they would concur with my opinion or

1 not.

2 Q. Fair enough. Do -- do you know whether the
3 standard that -- that Tri-State Generation owes to its
4 co-owners is the same as the standard that Rocky
5 Mountain Power owes to its customers?

6 MR. MOSCON: Objection as to the legal
7 conclusion. But as far as the understanding of what
8 they expect of their co-owner, I mean, go ahead and
9 answer.

10 A. Well, I guess I am not sure I understand your
11 question.

12 Q. (By Mr. Russell) Yeah. I -- I guess -- and
13 the context here, of course, is that the company has
14 come to this commission saying, we -- we have acted
15 prudently, and we would like to recover X costs, and --
16 and the commission has to determine whether the company
17 has acted prudently.

18 What I am wondering is, does Tri-State
19 Generation have the same standard to Rocky Mountain
20 Power that Rocky Mountain Power has to its customers?
21 In other words, is it the same prudent standard, or is
22 it some higher standard that -- that Tri-State
23 Generation would have to the company? Or some lower
24 standard, if you know.

25 I'm -- I'm merely asking whether you know.

1 A. Tri-State has the responsibility to operate
2 the plant with good utility practice. Okay. I mean, I
3 believe that's the term used, because there's not a
4 standard quoted or anything to that effect.

5 Q. Okay. Thank you. Let's talk -- I have some
6 follow-up questions about some of the units that we
7 walked through that are -- that are outlined in the
8 Daymark report. Let's talk about the Craig Unit 2
9 outage, and this is the one with the -- the plugs that
10 were removed and then put back in.

11 I had -- I had a question, I -- that I guess I
12 don't understand the -- in your testimony you say when
13 those plugs go back in, they are tightened, but torque
14 isn't used. And I guess I don't understand what that
15 means. But -- but they are -- they are not just hand
16 tightened, but what -- how are they -- how are they put
17 back in?

18 A. Okay. I'll try to figure out the best way to
19 say this. Okay. So when you tighten something up, you
20 are putting a bed frame together on a -- for a house, or
21 for your kids.

22 CHAIRMAN LEVAR: Just interrupt. Does that
23 microphone move any closer to you? Does it have enough
24 cable to move to the edge so you can look at him?

25 A. So you are putting a bed frame together, use a

1 crescent wrench or a Boxit wrench, and you just tighten
2 it down. And when it's tightened up by what you feel,
3 you just kind of move on.

4 Well, in -- in certain pieces of a high
5 technical equipment like engines and that, they use what
6 they call a torque wrench. And it has amount of
7 tightening to it, and you want to get it tight enough
8 generally so it like crushes a gasket or has a good seal
9 so that when the, the bolt heats up, it grows enough so
10 it doesn't create a leak or anything.

11 So when torque value is not required, they
12 didn't ever put a torque wrench on it to do it. It was
13 left up to the experience of the millwright, the
14 mechanic doing it, to say, it's tight enough and
15 appropriate.

16 Q. (By Mr. Russell) Okay. And do you know
17 whether in this particular instance the millwright that
18 was -- that was tightening those bolts, whether anybody
19 checked the work of the person that was doing it?

20 A. No.

21 Q. Whether somebody followed behind and said,
22 that bolt's not tight enough or anything?

23 A. I don't know.

24 Q. Okay. Your testimony, your response
25 testimony, indicated -- it gave a description of how

1 these bolts -- bolts are removed and, and tightened.

2 I -- my question is, do you know whether that's how it
3 was done here? Or is this -- or was that testimony --
4 the basis of that testimony simply your experience as to
5 how those things are done?

6 A. I, I didn't witness what they did. That's the
7 procedure I have witnessed General Electric do in the
8 past.

9 Q. Okay. So, so your testimony there
10 described --

11 A. And that's what the plant operator told us
12 they did too.

13 Q. Okay. So you conducted some investigation
14 into this instance --

15 A. Yeah, I was --

16 Q. -- and -- and this is what the plant operator
17 informed you was the process that took place.

18 A. Yes.

19 Q. Okay. Okay. Let's move on to the -- Dave
20 Johnson 3 is the next one. The April 25, Dave Johnson 3
21 outage, and that is the one -- was this a forced outage?

22 A. Yes, it was.

23 Q. Okay. I am not going to be offended if you
24 don't look at me when you answer my questions.

25 A. Okay.

1 Q. If it's just easier to face the microphone,
2 that's fine.

3 A. All right.

4 Q. This was the one where the -- there was
5 nonconforming material in the boiler tubes, correct?

6 A. That was correct.

7 Q. Okay. And I think your testimony indicates
8 this, but I -- I guess I'll ask. Is nonconforming
9 material in the boiler tubes a known cause of a
10 potential outage?

11 A. Well, nonconforming means it's not exactly
12 what was designed. Okay. Giving an example is, let's
13 just say we didn't have that material when the outage
14 occurred and we put a lower grade, okay, nonconforming
15 material in, but that material has a cycle life. Okay.
16 And if we put it in, we just have to recognize that at
17 some point in time we'll need to address it.

18 Q. Okay. And in this instance you don't know why
19 this nonconforming material was installed, correct?

20 A. No. It was 20 plus years ago, and we don't
21 have records for that.

22 Q. Okay. And in your testimony there is a
23 description. I can point you to the portion of your
24 testimony. I think it's around lines 125 and 126. You
25 describe a period of about 15 years of repairs in which

1 you -- you include the -- the statement here is that you
2 showed that the standard of like kind materials has and
3 will continue to be used, maximizing plant equipment
4 life. Can you tell me what you meant by that?

5 A. We have a better tracking system, a
6 computerized tracking system. So what we do is if we
7 had to do something similar to this, we'll log it in
8 that tracking system, and we'll be able to pull it up
9 easily like during overhauls and that and address it.
10 So we went back 15 years and said, had we put in
11 nonconforming material in the last 15 years, and the
12 answer is no.

13 Q. Okay. So this -- this review only went
14 back -- went back to whether -- whether the company had
15 installed nonconforming materials in the last 15 years?

16 A. And that's -- the quality of our records
17 degrades significantly after that, because, you know,
18 they were more paper oriented at that time. So it's
19 harder to do searches.

20 Q. And when was -- when did the company become
21 aware that this particular tube, or portion of tube that
22 failed, used nonconforming material?

23 A. After we got the metallurgist report after it
24 failed.

25 Q. So this wasn't something you were aware of

1 **beforehand?**

2 A. No.

3 **Q. And is that something that one would find on**
4 **a -- during an outage, that there is material in here**
5 **that isn't the correct spec?**

6 A. Okay. So when you weld these tube materials
7 together, I mean, you will have a piece of pipe, and you
8 will have one -- one over here and a piece over here and
9 weld it together. And after -- let's just say after
10 four or five years, I could lay them on the table there,
11 and you wouldn't be able to tell which material is
12 which.

13 I mean, it will take a metallurgist going
14 under a, you know, basically looking at the materials
15 through radiation, through that, and try to figure out
16 what the material makeup is. So I can't look at it and
17 tell you whether it's a different material after it's
18 been in service for a while.

19 **Q. And is the -- the -- the type of material**
20 **used, is that something that could be discovered during**
21 **an inspection during a planned outage?**

22 A. It would be an extremely difficult task. I
23 mean, now they make a gun that's got a radioactive
24 source in it. You could put it up to material, and it
25 gives you a relative chemistry makeup, you know, one and

1 a quarter chrome or whatever, so you can kind of figure
2 that out.

3 But you basically -- it's telling you that
4 little spot. So you would have to do that at every
5 little piece on every boiler tube throughout the whole
6 boiler. I think you would be doing that for many, many
7 years.

8 Q. Okay. Thank you. Let's move on to -- I think
9 the next one is -- oh, the next one is the September
10 outage of the same year. So I guess we're at four
11 months -- four months later, different boiler tube,
12 right?

13 A. Correct.

14 Q. Okay. And this one we -- you talked with
15 Mr. Jetter a little bit about explosive, deslagging, and
16 I -- I appreciate that testimony. I -- I, the only -- I
17 have just a short bit of follow-up. You indicated that
18 in years past the company used a higher velocity
19 detonation cord than it does now.

20 I'll admit that I have no idea what that
21 means, but it, it sounds as though, based on your
22 testimony, that the company became aware that -- of
23 testing or reports in the industry that using a lower
24 velocity detonation cord may cause less stress to the
25 boiler tubes. Is that correct?

1 A. That's correct.

2 Q. And when did -- when did that occur?

3 A. Pre-2011. I don't know exactly when.

4 Q. Okay. And why -- why do you say pre-2011?

5 A. We implemented a new standard in 2011 at the
6 DJ plant, so we know -- we know it was before that.
7 Since 2011, we have been using the lowest velocity det.
8 cord at the DJ plant that's available on the market. So
9 I am sure we made some changes before that. I just
10 don't know whether they were graduated or whether it was
11 a step change or what it was pre-2011.

12 Q. Okay. So sitting here today, you don't know
13 when the company found out that -- or -- or when the
14 reports became available indicating that a lower
15 velocity detonation cord may cause less stress to -- to
16 boiler tubes, but you know that in 2011, the company
17 implemented a change to use the lowest velocity
18 detonation cord. Do I have that right?

19 A. That's correct.

20 Q. Okay. And then let's move on to the Jim
21 Bridger. I am going to skip the Huntington one. Let's
22 move to Jim Bridger 2. This outage was in January of
23 2017, and this is the one that the -- I guess there was
24 water freezing in a water cooled spacer tubing?

25 A. That's correct.

1 Q. And this was in, I take it, an unplanned
2 outage for something else. Yeah?

3 A. The bottom ash system, the drag chain, had a
4 problem, and the plant had to come off for that, so --
5 excuse me, people could safely work on the repair. And
6 during that time, it was very cold out, and the -- the
7 boiler, that particular section of line froze up.

8 Q. Yeah. I mean, you indicated earlier that the
9 company typically would -- would plan an outage for the
10 spring and the fall, and here we are in January, so I --
11 I thought maybe there was something else happening.

12 You described with Mr. Jetter a little bit
13 the -- the process that was in place at the time. What
14 I -- what I don't feel like I have a great grasp of is
15 what changed after the January outage when this problem
16 arose. What do you do now that you did not do then?

17 A. If you go to page 11, starting on line 248,
18 "The heat trace preventive maintenance now instructs the
19 control electrical technician to write a work order to
20 correct any deficiencies found. Capital projects have
21 been established to replace the heat tracing in all four
22 Jim Bridger units, and to mitigate the risk of line
23 freezing, plant personnel have evaluated if there's a
24 positive slope in the horizontal sections of the spacer
25 tube lines, where positive slope didn't exist.

1 Otherwise, it can self-drain."

2 So unfortunately, heat tracing has a
3 propensity to fail over time. And then "Plant personnel
4 have modified the boiler shutdown procedures to drain
5 the boiler when the water temperature reaches 180
6 degrees, rather than waiting for until blasting and
7 deslagging efforts are complete."

8 And that was -- that was done because if
9 there's water in the tubes, the possibility of damage to
10 the tubes is reduced, because there's water in the tube.

11 Q. Okay. I -- I thought I understood your
12 previous testimony in responding to Mr. Jetter's
13 questions to be that the void in the process here was
14 that the technician who had checked that line with a
15 piece of equipment was able to indicate that there was
16 current but no voltage?

17 A. The opposite way.

18 Q. Oh, sorry, I --

19 A. There was voltage but no current.

20 Q. I thought that might -- I thought I might have
21 written it down backwards. There's voltage but no
22 current. And tell me how that led to the problem at
23 issue here.

24 A. Go to an outlet. You look at an outlet right
25 now, there's 120 volts on it, but it's not doing any

1 work. When you plug something into it, current flows
2 and it does work, and it needs the current and the
3 voltage to do the work. So if there's no current,
4 there's no work being done, which means there's no heat
5 to keep the line from freezing.

6 Q. Okay. Thank you. I appreciate that. And is
7 that something that should have been noted by the
8 technician who -- who registered that there was voltage
9 but no current?

10 A. We didn't tell him he had to. We had told him
11 he had to do this, and we just kind of assumed they
12 would flag it. I mean, it was -- I don't know what to
13 say is, we -- we made the assumption that his knowledge
14 and experience he would flag that, and for some reason,
15 he did not, and then it slipped through the cracks.

16 Q. Okay. And then the first bullet point that
17 you pointed to me here, starting on line 248, "That the
18 heat trace preventive maintenance now instructs the
19 control and electrical technician to write a work order
20 to correct any deficiencies found during the PM."

21 Is that -- is that designed to address that
22 specific issue?

23 A. Yes. We are creating an expectation that if
24 you find something, you need to write the corrective
25 action for that, not rely on somebody else to do it and

1 assume somebody else is going to catch it.

2 Q. Okay. Thank you. Let's talk about Jim
3 Bridger Unit 3 for a moment. This is the one where
4 there was -- had apparently been some damage to the
5 wiring, and then when the -- when that wiring conduit
6 flooded, there was a forced outage, correct?

7 A. That's correct.

8 Q. Does the company know when the -- the damage
9 to that wiring or the insulation around that wiring
10 occurred?

11 A. Well, since they are the original cables, it
12 would have been during the construction period of Jim
13 Bridger 3, which is '73, '74-ish, somewhere around
14 there. I don't -- somewhere around there.

15 Q. Is that the only time that that damage could
16 have occurred?

17 A. Yeah. The cables were never replaced before
18 then.

19 Q. Okay. And is there a process in place to go
20 inspect cables that have been in conduit for 40 plus
21 years?

22 A. There's no really way to do it. I mean, it's
23 kind of like, there's a vault here, and a hundred yards
24 away, there is another vault. And I don't know how you
25 inspect the cable all the way.

1 What you do is, you can't visually inspect it.
2 What you do is an electrical test, and you basically put
3 a voltage on it. You measure what I would call leakage
4 current, it's open ended, and it tells you how much --
5 and these are micro amps, and you -- you measure how
6 much current is going through just by dissipating it.

7 As insulation breaks down, more current will
8 flow, and there's generally accepted standards for
9 equipment, and occasionally you do that, but not very
10 often. I mean, but that's usually a test you do right
11 after you pulled in a cable to make sure you haven't
12 damaged it.

13 And I am making the assumption that Black and
14 Veach, when they built the plant, they had that as a
15 standard, and -- and allowed that or tested all cable
16 pulls after they were put in to verify that no damage
17 had occurred to the point where it failed the test. But
18 I don't have any records to prove that. That's just
19 general practice in my 37 years.

20 **Q. Okay. Thank you. I don't have any further**
21 **questions. I appreciate your time today.**

22 CHAIRMAN LEVAR: Okay. Thank you,
23 Mr. Russell. About how much time do you think you need
24 for redirect?

25 MR. MOSCON: Longer than I thought that I

1 would. So...

2 CHAIRMAN LEVAR: Okay. Well, maybe we should
3 take a break, and we'll have a full complement here when
4 we return. Is breaking until about 12:45 good for
5 everyone?

6 MR. MOSCON: Yeah.

7 CHAIRMAN LEVAR: Okay. We will be in recess
8 until 12:45. Thank you.

9 (Lunch recess from 11:33 a.m. to 12:44 p.m.)

10 CHAIRMAN LEVAR: Okay. We're back on the
11 record, and we're glad to have Commissioner Clark back
12 with us both for today and the next six years. So we'll
13 move on to --

14 COMMISSIONER CLARK: Sorry.

15 CHAIRMAN LEVAR: -- redirect Mr. Ralston.

16 MR. MOSCON: Thank you.

17 REDIRECT EXAMINATION

18 BY MR. MOSCON:

19 Q. Mr. Ralston, before we get into any specifics
20 of any particular outage, I'd like to have you provide
21 some information pertinent to some questions you
22 received from both parties about steps that the company
23 can take, or has taken or could take vis-a-vis its
24 contractors, and are the customers supposed to bear this
25 risk without any protection or -- or what can we do.

1 Do you recall being asked the question about
2 whether your contracts had a -- a specific provision
3 that would allow the company to recover any net power
4 costs or excess cost due to outages? Do you remember
5 that question?

6 A. Yes, I do.

7 Q. And your answer was?

8 A. That we do not have any provisions that
9 directly allow to us collect.

10 Q. Okay.

11 A. Whatever they are.

12 Q. So are you familiar with the term, if I use
13 it, liquidated damages?

14 A. Yes, I am.

15 Q. Does the company from time to time provide
16 liquidated damages in its contracts?

17 A. Yes, we negotiate liquidated damages,
18 depending on the scope and the time line of the outage.

19 Q. Okay. And is one of the categories that would
20 trigger a liquidated damage scenario when the contractor
21 returns the -- the project back to the company?

22 A. Yes. Gen -- generally liquidated damages are
23 either on a -- on a schedule basis.

24 Q. Okay. And what does that mean, when you say
25 schedule? Explain to me how these get negotiated.

1 A. Giving a specific example of DJ4.

2 Q. Okay. DJ4 is, just for everyone's
3 clarification, that's the plant where MD&A sent back the
4 wrong piece of equipment, the wrong impeller. Is that
5 the outage we are talking about?

6 A. That's correct.

7 Q. Okay. So using that as an example, did that
8 contract have a liquidated damages provision?

9 A. Yes, it did.

10 Q. And what was a triggering event for the
11 liquidated damages?

12 A. Not returning the unit to the operator, us, at
13 an agreed-upon time in the contract.

14 Q. Okay. And so did the company go after its
15 contractor and say, "Hey, we are sorry. We know you
16 tried, but with this impeller you did not get the
17 project back in time. Therefore you owe liquidated
18 damages"?

19 A. Yes. We collected some liquidated damages
20 because they were late.

21 Q. Okay. And who got that money that came in
22 from the liquidated damages?

23 A. They were credited to the capital project, so
24 the customer did.

25 Q. Okay. So the -- and is it your understanding,

1 did Daymark in their audit and in their conclusion about
2 the amount of money that should be denied for the
3 overage, did they account for the fact that the company
4 did in fact collect liquidated damages, and it applied
5 that to lower the cost of the project?

6 A. I didn't -- I don't believe it was in their
7 analysis anywhere.

8 Q. Okay. Now, do all the company's contracts
9 have liquidated damages?

10 A. No. You pay for liquidated damages.

11 Q. So give us just generally the types of
12 contracts that would or wouldn't.

13 A. On an overhaul, if it's a critical path on the
14 overhaul to returning it, we would generally put
15 liquidated damages on that, because if they are late, it
16 will delay the overhaul.

17 But if -- if I am Joe contractor and I have a
18 week's worth of work and I start at the beginning of the
19 overhaul, it takes me 10 days, and it doesn't really
20 affect the return time, I am not going to put liquidated
21 damages in. Because as a contractor, I will see that in
22 there, and I will jack up my price to cover my risk.

23 Q. Okay.

24 A. So we do it on ones that will have a material
25 effect, we believe, on us if they are late.

1 Q. Okay. And that included, for instance, the
2 Dave Johnston Unit 4 outage?

3 A. Yes.

4 Q. Okay. Now, going now more broadly, meaning
5 not just referring to the Dave Johnson Unit 4 outage,
6 you indicated from your summary to your answers to the
7 questions you were asked by various counsel about your
8 belief that shifting all risks to the contractor was
9 going to result in exorbitant costs. Do you remember
10 saying words to this effect?

11 A. Yes.

12 Q. And I apologize if you said this, but just to
13 get where we are going, have you ever seen, in your
14 years of experience, a contract of the type that you
15 understand Daymark is suggesting the company needs to
16 enter into with its contractors?

17 A. No, I have not in -- in this -- in my
18 experience, seen anybody who would be willing to sign up
19 for a hundred percent all the risk.

20 Q. Okay. Now, my question was about contractors.
21 There's also questions about your -- about Tri-State,
22 who you point out is not a contractor, it's a co-owner.
23 Are you aware of whether or not Tri-State, or if there
24 are participation or operation agreements, is it typical
25 to shift all of the risks to whoever the operator is?

1 A. In all the ones I have been involved with,
2 both the ones that we are the operator and the ones that
3 we are not the operator, I have never seen one where all
4 the risk is shifted to the operator.

5 Q. And so there are instances, as I understand
6 it, when the company is in the shoes of -- of Tri-State
7 where the company is the operator but it has different
8 co-owners?

9 A. Yeah. We have three plants that that's the
10 case.

11 Q. And in those plants, has the company allowed
12 those other co-owners to say to the company, "Hey, you
13 are the operator. If there is some kind of outage, if
14 there is some kind of, you know, risk, you are
15 holding -- that all goes to you"?

16 A. No, we have not allowed that.

17 Q. Would the company enter into such a contract?

18 A. Absolutely not.

19 Q. Now, as long as we are talking about the
20 contract, there was a question asked at one point about
21 is the standard different, meaning if the company is
22 entering into contracts to have someone else operate
23 this plant, does that expose customers to greater risk?
24 Is the standard different? Do you remember that --

25 A. Yeah.

1 Q. -- questioning? What is your understanding
2 of -- and again, I know you are not a lawyer, so I don't
3 mean, you know, the legal terms. But is your
4 understanding that there is any kind of shift that makes
5 customers more at risk either whether, you know,
6 Tri-State's operating it or the company's operating it?

7 A. The standard we have with the commission is
8 the same standard Tri-State has with us.

9 Q. And what is that standard?

10 A. Reasonable and prudent utility standard.

11 Q. Okay. So to be clear, you weren't in your
12 answers trying to imply that somehow customers have a --
13 less protection if Tri-State is operating it compared to
14 the company?

15 A. No.

16 Q. Okay. Now, you were asked a series of
17 questions about how the company does stay engaged if it
18 does have another operator rather than itself. You
19 recall those questions?

20 A. Yes.

21 Q. Just to give the commission a sense of how
22 involved the company is, because this is your job
23 duties, when was the last time that you visited one of
24 those such plants, or how often does that happen? Can
25 you give just a sense of how the company does stay

1 **engaged?**

2 A. The -- at -- at my level, we usually discuss
3 things at least quarterly unless there's something else
4 going on. Okay. And then the E and O level, they have
5 daily e-mails on status and everything else, but then
6 they meet, is it five or six times a year? I can't
7 remember which the exact number is, for things like
8 long-term planning, budgeting and everything.

9 But again, if there is an event going on, they
10 will have a call, or we have sent people to the plant to
11 inspect things for ourselves when they said, here is an
12 event that happened and it's going to cost us X to fix.
13 And then we'll send people down there to lay our own
14 eyes on it and see if we concur.

15 **Q. Okay. So when was the last time you were at a**
16 **third party plant?**

17 A. I was at a third party meeting two weeks ago.

18 **Q. Okay.**

19 A. Actually, four of them two weeks ago.

20 **Q. You were asked questions about contractors and**
21 **why the company is hiring contractors and why isn't the**
22 **company just doing this itself, and, again, that may not**
23 **have been that pointed, but questions going towards**
24 **that.**

25 **Just to help the commission in making its**

1 decision, can you explain generally why does the company
2 hire contractors rather than just having employees to do
3 all of the jobs that need to happen to maintain the
4 plant?

5 A. So during an overhaul, we will get a whole
6 bunch of work. I don't know how else to say it. We
7 will work 24 hours a day, seven days a week on that five
8 week period. And at any given time, there could be,
9 depending on the scope of work, 400 to 800 people
10 on-site, okay, that we need.

11 And we don't staff up for that. We staff up
12 for forced outages and day-to-day maintenance, because
13 we are doing these overhauls once every four years. I
14 mean, it doesn't make sense to try to staff up to that
15 level. I mean, give you an example is, relative
16 staffing at the Huntington plant is less than 200 people
17 or around there, and we have had outages where we have
18 had 600 to 700 people on there.

19 We don't need that except for about six, eight
20 weeks out of every four years. So we are going to hire
21 contractors for labor, and also we're going to hire them
22 for technical expertise. We don't -- we don't claim to
23 be experts on how to tear a turbine apart and put it
24 back together. People, the OEMs and other that have
25 that much more experience than we do.

1 I mean, and especially as we have stretched
2 outages out, the frequency that you get that experience
3 and knowledge gets stretched out too. So we use
4 contractors because that's the most cost effective way
5 to do it for the customer.

6 Q. Okay. I'd like to now go through and just
7 touch on several of the specific outages that you were
8 asked questions about, and, of course, the first one
9 that came up was Craig Unit 2. And that's the -- again,
10 just to clarify for everyone, that's the unit where
11 there was at some point a plug backed out and there was
12 a leak?

13 A. Correct.

14 Q. Okay. There was a line of questioning about
15 torque. You noted in your testimony, no one put a
16 specific torque level because that wasn't required. Do
17 you remember that when you were questioned about that?

18 A. Yes.

19 Q. Wouldn't it be prudent, or would it cost a lot
20 more to go back and put a torque spec in there. Do you
21 remember those questions?

22 A. Yeah. And that -- that procedure is the
23 General Electric or the OEM's procedure.

24 Q. Okay. So that you -- you anticipated my
25 question, which is, is that -- is that something that

1 the company comes up with or the actual manufacturer of
2 the part comes up with?

3 A. No, the actual manufacturer or the contractor
4 doing the work.

5 Q. Okay. So it's not that the company didn't
6 come along and say, oh, we didn't bother spec'ing. It
7 was GE itself that didn't have a spec for torquing it
8 called out?

9 A. Correct.

10 Q. Okay.

11 A. Generally when we do contracting work like
12 that, we will scope the -- the -- not how to do the
13 work, but the scope of work we want, you know,
14 disassemble, clean, inspect, repair, that kind of thing.
15 We won't tell them how to necessarily do the work.

16 Q. Okay. There was, I think, some implied
17 assumptions that this one bolt that came out just
18 probably wasn't tightened all the way. Is there -- is
19 that something that we know? Do we know that the reason
20 that bolt or plug came out is because it wasn't properly
21 tightened?

22 A. We don't really know. We're surmising.

23 Q. Is there anything else that you could think of
24 that could possibly cause that plug to fail?

25 A. If there's a defect in the plug possibly.

1 Q. Okay. Do we -- okay. Let's -- let's switch
2 now from the Craig unit -- well, actually I want to back
3 up one more thing. I had one more thought on the -- the
4 leak. If this really was just because it wasn't
5 tightened, there was a question about, well, did anybody
6 come behind the tightening and test to see if it was,
7 you know, tightened up. And the answer was, no one came
8 right behind him, but there was a test that was put in
9 place.

10 A. Yeah, there was a leak test at 48 pounds of
11 pressure --

12 Q. Okay.

13 A. -- for 24 hours to prove that the leakage was
14 acceptable for the machine.

15 Q. Okay. And would that -- would, again, I know
16 you didn't go and test it, but would you assume that if
17 there is a plug that simply hasn't been tightened,
18 someone, when they put them all in by hand and then came
19 back with their wrench, if someone didn't tighten one
20 down, would you assume that a -- that such a plug would
21 be able to withstand a 48 pound of pressure test at 24
22 hours without any evidence of leaking?

23 A. If they didn't tighten it down or if it --

24 Q. Yeah. If it wasn't fully tightened, if
25 someone just like hand threaded it in kind of thing?

1 A. It's -- it's possible, but it, it kind of
2 depends on, you know, is it just sitting in there? Or
3 if it was tight or -- I mean, if -- it's possible it
4 could have, but at the same time, it probably would have
5 failed the test.

6 Q. Okay. All right. So let's go to the Dave
7 Johnston, the first outage which was, this is the
8 nonconforming tube, okay. And to clarify, does the
9 company know when the piece of nonconforming tubing was
10 put in place?

11 A. No, we do not.

12 Q. Does the company know why nonconforming
13 material was put in place?

14 A. No, we do not.

15 Q. If the commission was going to be judging
16 utility standards based on what the utility knew or
17 should have known at the time conduct occurred, can you
18 think of any reason why it could have been prudent to
19 put a nonconforming piece of material in, you know, 20,
20 30 years ago?

21 A. As -- as I said is, the two tubes, the one
22 that failed and the one next to it, are just inches
23 apart. This material was the same as the one putting in
24 the nonconforming material. If the nonconforming
25 material was not available and wasn't going to be

1 available for several days or a week or whatever,
2 because they are so close, I would have made the
3 judgment call to put it in to get the unit back to
4 service.

5 Q. Okay. And just so we're clear, if -- whether
6 it's 20 years later or even two weeks later, if someone
7 were to look at these two tubes, can you visually see,
8 hey, that's not the same kind of tubing; that's
9 obviously nonconforming material?

10 A. No. You -- you -- visually you wouldn't be
11 able to tell the difference.

12 Q. All right. Let's move on to the September
13 Dave Johnson's outage. This is the one with the
14 detonation cord, the tubing that may have -- again, I'll
15 say it may have been damaged by blasting, just so we're
16 talking about the same outage. Okay. You covered this
17 a little bit, but again, very briefly, first of all, why
18 is the company deslagging boilers? What is happening?

19 A. When you have a failure on a tube and you go
20 in to repair it, a lot of times there will be slag
21 hanging in big chunks. If they are large enough, I
22 effectually call them '64 Buicks, and you don't want
23 people working underneath them.

24 Q. Okay.

25 A. Because if they come down and fall, it could

1 kill them.

2 Q. Okay.

3 A. So we go in and deslag it to make the area
4 safe to do the repairs.

5 Q. Okay. And so it's deslagged for safety
6 reasons. Is that --

7 A. There -- there are some operational advantages
8 in that, but generally, if it's related to a tube leak,
9 it's because we want to clean the area so it's safe.

10 Q. Okay.

11 A. And then if we have them in, we may do some
12 other blasting for performance reasons, like if an area
13 is starting to plug off.

14 Q. Okay. And the alternative to explosions is
15 manual, and how did that happen? I think you talked
16 about you could do it manually. How -- how would that
17 work if you were manually deslagging?

18 A. Sledge hammers, picks. You know, you just hit
19 the stuff. You just beat on it.

20 Q. And just why is that more dangerous to
21 workers?

22 A. Well, you take the chance of it ricocheting
23 off and get in your eye, or you are in awkward positions
24 because, you know, you are standing on little platforms
25 about this big in between panels. It is just putting

1 people at risk.

2 Q. Okay. So one of the assumptions that's
3 made -- well, I guess, IEC says there is a
4 recommendation that you switch to the load detonation
5 cord, right?

6 A. Yes. And as I said, I believe that was, if we
7 haven't already done it, they were flagging it saying,
8 they are seeing stress damage in these tubes that are
9 original equipment.

10 Q. And that happened eight -- eight years ago.
11 Is that what you said?

12 A. When we switched?

13 Q. When you switched?

14 A. 2011.

15 Q. Okay. So seven, six years ago from the
16 incidents in question. So can you surmise anything
17 about, based on the fact that this tubing still was
18 operational for at least five, six years, vis-a-vis how
19 much damage that blasting did or didn't contribute to
20 the leak?

21 A. Well, I can't tell when the damage was done,
22 whether it was 10 years ago or 20 years ago. It's just
23 residual damage in the tube.

24 Q. Okay. The point is, I guess, you would agree
25 that it's not like the blasting damaged the tube so it

1 **failed two weeks later, right?**

2 A. No.

3 **Q. Okay.**

4 A. Again, there's two elements on this -- this
5 outage. You have the embrittlement, which happens when
6 you are operating at temperatures over 700 degrees, and
7 it's kind of like, you seen a tire that's weather
8 checked. And you can tell the tire is kind of worn out
9 because you can see all the weather checking on the side
10 of the tire, and you can tell it's on its last days.

11 Okay. You have to have that and the blasting
12 damage for it to really come up. If you put this on a
13 brand-new tube, it probably would never show up.

14 **Q. Okay.**

15 A. As a failure.

16 **Q. Let's switch to the Huntington 1 outage. This**
17 **is the one where there was like the welds and there**
18 **was -- there was a question about, well, wait a minute.**
19 **Isn't this the fourth time in 11 years? Do you recall**
20 **that line of questioning?**

21 A. Yes.

22 **Q. So have you calculated that? What is the**
23 **failure rate of these welds that are at issue?**

24 A. Well, less than 1 percent.

25 **Q. Okay.**

1 A. 4 over 605 I believe it is.

2 Q. And did I hear you testify that there were 600
3 of these welds in just in this plant?

4 A. No, in this section.

5 Q. So there's even -- there's far more than that
6 in a plant?

7 A. There -- there can be other places where there
8 are other dissimilar metal welds.

9 Q. Okay. And you testified that -- someone asked
10 you how much it would cost if you were to go in and do
11 those welds, and you had a number which was?

12 A. I am estimating if you had to replace all 600
13 and some, it would be close to \$2 million.

14 Q. Okay.

15 A. Ish.

16 Q. And so one of the things I want to get to is
17 kind of how you plan these planned outages, but I guess
18 what I am wanting to understand is, if you have a less
19 than 1 percent failure rate and yet \$2 million plus
20 repair bill, the implication has been made to this
21 commission, hey, you should have fixed this. You have
22 had a chance to fix it, why didn't you fix it sooner?

23 And so I am wondering if you can explain why
24 that didn't come up in any planning for that at this
25 plant previously.

1 A. Well, the -- the failure rate -- we -- we knew
2 the mechanism was there, and we were monitoring it. But
3 with that failure rate and the cost to replace
4 everything, it, it wouldn't pencil out as a prudent
5 expenditure, because the risk over here was smaller than
6 the capital expenditure of 2 million plus dollars.

7 **Q. Okay. So what -- just so they under --**
8 **because we have talked about this so much today, can you**
9 **at a high level explain to the commission, what does go**
10 **into planning for an outage?**

11 A. Well, we usually spend at least a year working
12 on it. I mean, actually the -- the next outage starts
13 six weeks after the last one begin -- or ended. We --
14 we get all the inspection reports that we have. We
15 document them, and we create a scope of work that we
16 know we have to do next time.

17 But then in between that, other data we get,
18 based on analysis and that, will develop that scope of
19 work. And we'll develop the scope of work, and then
20 we'll start figuring out who is going to do what and
21 what we're going to contract out. We will go out for
22 competitive bidding, and we'll negotiate contracts.
23 We'll award those. We'll schedule things.

24 The week before the outage is always very
25 entertaining, because you will have hundreds of people

1 showing up, and you will get them through security and
2 train them on safety protocols for our plant and then
3 get them set up for work.

4 People will bring in contractor trailers, and
5 it's -- it's kind of like you are building a little
6 city. And then you take the unit off, and everybody
7 kind of goes to work. And then daily -- and you have
8 the schedule set up and now they have nice scheduling
9 tools.

10 The one we tend to use is called Primavera,
11 and you put all the tasks in there, and you link them
12 all together so that if one task takes longer, you can
13 see the effect and you can try to figure out a way
14 around it.

15 And you have at least daily meetings to talk
16 about schedule update, safety, a number of other things.
17 And you -- you -- when you tear stuff apart, you find
18 out the condition of it, and sometimes it's worse than
19 you like it to be, and sometimes it's better than you
20 like it to be. Unfortunately, most of the time it's the
21 opposite.

22 So and then you try to figure out how to get
23 work done on the equipment that you find that needs to
24 be repaired that you aren't expecting to repair.

25 And then you basically put it all back

1 together, and you commission it and you start it up, and
2 we do all that in about five weeks. So and then we run
3 it basically continuously except for forced outages for
4 four years.

5 Q. Mr. Ralston, I'd like to now turn your
6 attention to the Jim Bridger Unit 3. This is the cable
7 pull that was that outage that -- so we are all thinking
8 about the same thing.

9 A. Yes.

10 Q. This is probably implied in some answers you
11 gave, but I don't think anyone ever asked you directly,
12 so I will ask it now. Is this cable that's being pulled
13 through, is this something that is visible you can look
14 at and see, hey, that's been damaged?

15 A. No. There's only little sections that are
16 exposed, and that would be in the manholes, you know,
17 and they are six-by-six.

18 Q. Okay.

19 A. Four-by-four or something like that, and the
20 rest of it is buried in a conduit. Kind of be like
21 saying, go inspect your gas line from your gas meter out
22 to the street. I mean, it's buried. You can't see it.
23 So you do a pressure test or something else on the gas
24 line. In this case when the cable's pulled in, they do
25 an electrical test on it generally.

1 Q. Now, when you said it's six-by-six, is that
2 six feet by six feet or six --

3 A. Six feet by six feet. It's a little vault.

4 Q. Okay. When -- I guess the point I want to get
5 to is, prior to the event in question, had this cable
6 ever functionally, operationally or visibly given the --
7 the company notice that it -- there was a problem? Did
8 it ever not perform?

9 A. No.

10 Q. Okay. And so I guess I just want to remove
11 any thought the commission would have of whether the
12 company goes, oh, yeah, we know we have got some damaged
13 cable but we just don't want to bother repairing it?

14 A. No, we didn't know it was damaged until we
15 pulled it out of the hole.

16 Q. All right. Okay. I think that covers it.
17 Thank you.

18 CHAIRMAN LEVAR: Okay. Thank you, Mr. Moscon.
19 Mr. Jetter, any recross?

20 MR. JETTER: I do have some recross.

21 RE-CROSS-EXAMINATION

22 BY MR. JETTER:

23 Q. Good afternoon.

24 A. Sure.

25 Q. I asked someone to make an exhibit that I am

1 still waiting on. There's a little bit of new testimony
2 here that I think that needs to be addressed. So I am
3 going to skip around just a little bit until we get
4 that.

5 Just to address the -- the question of the --
6 the plug that was installed and had fallen out on the --
7 on the generation facility, I can't recall which one?

8 A. Craig 2.

9 Q. Craig 2. It's -- it's correct that those were
10 removed so that a sealing compound could be pumped
11 through the hole; is that correct?

12 A. That's correct.

13 Q. Is that sealing compound important to seal
14 gaps such as a potentially not fully tightened plug?

15 A. It would have the same effect, yes.

16 Q. Okay. And so a not fully tightened plug, you
17 would probably expect if that sealing compound were
18 working correctly, would seal that hole?

19 A. That's potentially depending on how tight the
20 plug was.

21 Q. Okay. Thank you.

22 MR. JETTER: May I approach the witness and
23 hand out an exhibit?

24 CHAIRMAN LEVAR: Yes.

25 MR. JETTER: I'd like to note that this, I

1 believe, is a designated confidential exhibit. I don't
2 know if we need to go -- we probably should go into a
3 confidential session if we're going to discuss this.

4 CHAIRMAN LEVAR: Okay. Are you making that
5 motion?

6 MR. JETTER: I'll -- I'll make the motion.
7 It's -- it's a little bit of a tricky position because
8 it's not my claimed confidentiality.

9 CHAIRMAN LEVAR: Oh, sure.

10 MR. JETTER: But I think it's appropriate, so
11 I'll make the motion.

12 CHAIRMAN LEVAR: Okay. Is there any objection
13 from any party to closing the hearing to the public
14 while we're discussing this? I am not seeing any
15 objection, so let me just -- we need to -- we have to
16 make a finding, and I'll just see if there's any
17 objection from -- okay.

18 Pursuant to Utah Code Section 54-3-21, we find
19 that it is in the interest of the public to close the
20 hearing while we are discussing this exhibit. I'll ask
21 those that are in the room to just look at those that
22 are in the audience. I don't know if we have anyone in
23 the audience today who is not privileged, not entitled
24 to access to this material. If anyone sees anyone who
25 isn't, please indicate to me. I recognize most of the

1 people in the room, one or two that I don't, but it
2 looks like we're in good shape.

3 I will -- while we're in confidential, I will
4 turn off both the microphone speakers and the hearing
5 loop system. If anyone is relying on the hearing loop
6 system to hear, I am -- I'm going to have it turned off
7 while -- while we do this -- and yeah, I mean, because
8 it's accessible into the hallway. So it might be a
9 little bit harder for you to hear. If you have any
10 difficulty hearing just let the witness know, and we'll
11 do that.

12 (The following portion was marked confidential
13 and was heard in closed session:)

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(The confidential portion ended, and the public hearing proceeded as follows:)

Q. (By Mr. Jetter) And this is a nonconfidential question, so I am not asking you for the -- the value of this, but in response to what we were discussing earlier, the liquidated damages, did the liquidated damages recovered by the company under that contract, were they equal to, greater or lesser than the value of the replacement energy?

A. Lesser.

Q. Okay. Thank you.

MR. JETTER: I have no further questions.

CHAIRMAN LEVAR: Okay. Mr. Russell, any recross?

MR. RUSSELL: Yeah. Just a couple of questions.

RE CROSS-EXAMINATION

BY MR. RUSSELL:

Q. Mr. Ralston, you were asked some questions generally about the company's efforts to mitigate costs to customers in the event that, whether the company or a contractor makes an error somewhere along the way. And

1 we've -- we've have discussed that in -- in the context
2 of contractual provisions, I guess, you know, has -- has
3 the company ever pursued obtaining an insurance policy
4 against these sorts of -- of potential damages?

5 A. I haven't been directly involved with that,
6 but I understand it's expensive. I -- I haven't got any
7 benchmark or say how expensive it is. I just know
8 that -- I have been told by when we have asked
9 contractors to do it that it's very pricey.

10 Q. When you have asked contractors to obtain a
11 insurance policy --

12 A. Well, like --

13 Q. -- like a rider to their contract or
14 something?

15 A. When -- when we have negotiated that, we just
16 kind of go, why don't you get an insurance policy for
17 that if they are so worried about it. And they go back
18 and look at it and said, no, we're not interested. It's
19 too expensive. So again, we have used it as more of a
20 negotiating tool.

21 Q. Okay. But other than -- other than
22 negotiating with contractors, the company itself hasn't
23 tried to insure itself against --

24 A. Not to my knowledge.

25 Q. Okay. And then you were asked a question

1 about the Dave Johnson 3 outage -- we're talking about
2 the nonconforming materials -- by Mr. Moscon. I, I --
3 you had indicated that there -- there may be some
4 reasons why you might install the nonconforming material
5 at the time, if that's -- that's the material that you
6 have and if the conforming material wasn't available.
7 Do you recall that?

8 A. Yes.

9 Q. In the event that you -- that you installed
10 nonconforming materials for whatever reason, wouldn't
11 you then make sure to make a note of it so that the
12 company in later years would know that there's
13 nonconforming material in there, knowing that it will be
14 difficult to ascertain just by looking at it later on?

15 A. Generally, we would do that. Again, if this
16 was 30 years ago, it was a completely papered system.
17 And when you go through a merger or two, and then you
18 adopt another system, I don't know what happened to
19 those records.

20 Q. Yeah. But just, if -- if you -- if you were
21 to do that now, I guess is where I am --

22 A. We, we would have a note in our database, and
23 we would be able to call that up, planning for the next
24 outage, and -- and identify all the nonconformances, and
25 they would be added to the work load.

1 **Q.** So if you knew from the previous outage you
2 had installed some sort of the nonconforming material,
3 and you -- you were -- you were able to plan for it
4 going forward, you might make the decision to replace
5 that nonconforming material with conforming material if
6 that conforming material is available during the next
7 outage?

8 A. Yes.

9 **Q.** Okay.

10 A. And when I say outage, I mean planned
11 overhaul.

12 **Q.** Understood. Understood. Thank you.

13 MR. RUSSELL: And that's all I have. Thanks.

14 CHAIRMAN LEVAR: Okay. Thank you. I think we
15 had discussed rerecross.

16 MR. MOSCON: Sure. And I -- and I guess I can
17 just be very short. Mr. --

18 CHAIRMAN LEVAR: Do we need to go into
19 confidential, closed hearing for this?

20 MR. MOSCON: No. I think we can just do it
21 this way.

22 FURTHER DIRECT EXAMINATION

23 BY MR. MOSCON:

24 **Q.** Mr. Ralston, you were shown a confidential
25 attachment, DPU 1.6-1, and there was some question about

1 why some -- you know, liquidated damages weren't
2 reported pertaining to the MD&A situation at Naughton
3 Unit 2?

4 So again, just so we're clear, what was your
5 understanding as to why the one doesn't answer the
6 other's question?

7 A. 6.1 is for forced outages, and I understood
8 6.2 was for planned outages. And the question was on --
9 on reimbursements from forced outages, and we didn't
10 have any unforced outages.

11 MR. MOSCON: All right. Thank you. No
12 further follow-up.

13 CHAIRMAN LEVAR: Okay. Thank you. I think I
14 am going to ask a few questions, and then I think my
15 colleagues have some more. It might take me a moment to
16 make notes, I want to make sure I don't just ask things
17 that have already been asked and answered.

18 EXAMINATION

19 BY CHAIRMAN LEVAR:

20 Q. For the Craig 2 outage, we have had a lot of
21 discussion today about this plug, and the pressure test
22 that was performed. I think the only question I had
23 left that hasn't been answered is, as an engineer you
24 discussed the pressure test that was performed and --
25 and the -- the -- the pressure it was performed at. As

1 an engineer, is it physically possible to conduct a
2 vibration test for this plug?

3 A. No.

4 Q. Is -- is that -- is that just an
5 impossibility?

6 A. No, you wouldn't be able to do that.

7 Q. Okay. It seems like what -- it seems like
8 you'd have to -- I -- I started thinking through what
9 might be necessary. That's -- that's what it seemed to
10 me.

11 A. Yeah. I don't know how you would shake --
12 shake the thing.

13 Q. So is there -- is there any way to test for
14 vibrations, impacts other than starting the plant back
15 up?

16 A. Not to my knowledge.

17 Q. Okay. And then to clarify, you -- you don't
18 know for a fact that it was vibrations that caused this
19 plug to come out, but that's one of your --

20 A. No, it's a reasonable deduction.

21 Q. Okay. The Dave Jonnson Unit 3 April 2017
22 outage.

23 A. Yeah.

24 Q. Not the -- the dis -- not dissimilar, the
25 nonconforming tubing that was installed, do you have any

1 reason not to -- not to presume that the tube was also
2 nonconforming when it was installed some 20 plus years
3 ago? It was nonconforming at the time of installation;
4 is that correct?

5 A. Yes. Because of the material it was made out
6 of.

7 Q. Okay. And is it your presumption that it
8 would have been documented at the time, but that
9 document -- the, the reason for the installation of the
10 nonconforming tube would have been documented, but
11 there's not a way to find that documentation any more?

12 A. In -- in my experience, from 30 plus years
13 ago, we would have documented it somehow.

14 Q. Okay.

15 A. And -- and flagged it.

16 Q. Okay.

17 A. Now, again, it would have been a paper system,
18 and it could have been in somebody's file or, you know,
19 there -- there was -- the technology has taken us a long
20 way on being able to manage maintenance. I mean, just
21 look at your car from the 1960s to today.

22 Q. So would you say it was probably an indexing
23 problem, a document management issue of why we don't
24 have access to that -- to that documentation any more?

25 A. That's my best guess. I really don't know.

1 Q. Okay.

2 A. So I mean, you don't know what was actually
3 done at that time, whether the records were there or --
4 and whether it got discarded or missed or what.

5 Q. Okay.

6 A. You don't really know.

7 Q. Okay. Thank you.

8 A. Because it was all a paper system.

9 Q. Okay. I think that's almost all of my
10 questions. Oh, okay. The Jim Bridger Unit 2 outage,
11 and you may have already answered this, when you
12 discussed, I -- I think you discussed during the
13 preventive maintenance that an inspector discovered
14 there was voltage but no current. Am I -- am I --

15 A. That's correct.

16 Q. That is what you said before? So how --
17 and -- and you indicated that that inspector did not
18 flag the issue properly, but how -- so how do we know
19 that the inspector discovered that?

20 A. Well, he wrote on the PM form.

21 Q. Okay. Wrote it on a form?

22 A. He wrote it on the form that there was a
23 voltage, or he had a 208 voltage and zero current.

24 Q. Okay. So it was written -- it was noted but
25 not flagged?

1 A. Yes.

2 Q. And I -- I think you already answered this.

3 This inspector was -- was a contractor?

4 A. No, he was one of our employees.

5 Q. Pacific Power employee. Okay.

6 A. He was our -- we call them CET, control

7 electrical tech.

8 Q. Okay. Okay. I think I understand all the
9 rest of the testimony on that. Let's see. No. Okay.

10 For Dave Johnson Unit 4, when you hired -- hired MD&A as
11 the contractor, you had indicated that you have used
12 them a lot, right?

13 A. Yeah. We have used them several times, and I
14 have a -- I have done business with them for well over
15 20 years.

16 Q. What kind of mandatory minimum qualifications
17 do you -- do you establish? Does -- does -- does your
18 history of working with them generally satisfy any --
19 any mandatory minimum qualifications?

20 A. No. It's also their work experience. You
21 know, we have never done business with them, but they
22 have been out in the business for 15 years and done 50
23 jobs. And we will call, ask for references and talk to
24 people, and how well did they work? What was their
25 safety record? You know, were they competent? That

1 kind of thing. That's how we usually qualify a newer
2 contractor that we don't have a lot of experience with.

3 Q. Okay. With this particular job, with their
4 work on this control rotor main oil pump impeller, I
5 think I am saying that right, did they miss any
6 deadlines or any miss any delivery dates prior to the
7 discovery of this incorrect part installation?

8 A. Well, the -- the real delivery date is, we
9 call it gear time, when it's put back together and the
10 oil flush is done and everything else, and it's turned
11 over to operations to restart the plant. There's kind
12 of really only one -- there is -- there is two dates,
13 oil flush, but the real date is when you turn it over to
14 operations, because that's the only thing that really
15 matters.

16 Q. Okay. And was that deadline satisfied and
17 then the -- and then improper installation was
18 discovered?

19 A. No, no, no.

20 Q. This was prior -- this was prior to that?

21 A. Yeah, they -- they -- they missed that
22 deadline because of the rotor.

23 Q. Because of the discovery?

24 A. Yeah.

25 Q. Okay. And they -- they discovered the part

1 prior to that deadline?

2 A. Yeah.

3 Q. Okay.

4 A. So yeah. When it came back on-site, when we
5 were doing a reinspection between ourselves and MD&A
6 on-site people, it was discovered that it was the wrong
7 impeller at that time, before it was ever installed in
8 the machine.

9 CHAIRMAN LEVAR: Okay. I think that's all of
10 my questions. Thank you. Commissioner White?

11 EXAMINATION

12 BY COMMISSIONER WHITE:

13 Q. Good afternoon. The first question, just
14 harking -- and this -- this may be potentially a
15 question better addressed by Mr. Wilding. But I just
16 want to clarify the liquidated damages issue, and I am
17 going to avoid any confidential information if possible
18 here.

19 But I thought I heard, whether it was you
20 testifying or Mr. Moscon clarifying, the battle,
21 typically those liquidated damages are somehow, goes to
22 the customers benefit. Is that -- is that -- does that
23 go to the net power cost equation? Does that offset an
24 expense of some respect? I am just trying to understand
25 was the capital in --

1 A. It reduces the capital amount of the project
2 that's capitalized and goes into rates.

3 **Q. Okay.**

4 A. I think Mr. Wilding would be much better to
5 explain all the accounting practices on that.

6 **Q. Yeah. We -- I -- I -- I hate to do this**
7 **because I am not clear if this is an issue that actually**
8 **reduces rate base or if it's actually part of the EBA.**
9 **I am just wondering if it's outside. Is he still sworn**
10 **in, or is that possible to have him answer from the --**

11 MR. MOSCON: Whatever is pleasing to the
12 commission, we're happy to do.

13 CHAIRMAN LEVAR: Sure. Do you want to wait
14 until we're finished with Mr. Ralston, or do you want to
15 do that right now? It's up to you.

16 COMMISSIONER WHITE: Why don't -- why don't we
17 wait -- we'll just -- we'll -- you can doodle on it for
18 a minute.

19 This is more of a general question. So I have
20 heard you mention, and I -- I -- I don't know if this is
21 a term or art or not, but, you know, this reasonable
22 prudent utility standard, and -- and so if we're looking
23 at actions of the company in comparison to that time
24 decisions were made, what -- what does mean?

25 Are we to look at -- is there like a general

1 code, like the NESC? Is there -- is this a, you know, a
2 manual that's provided specific to whatever component
3 you're dealing with? Or what -- what should we actually
4 be looking at, I guess, in terms of that standard? How
5 should we be comparing the actions of the company.

6 A. Part of the reason that kind of phrase is in
7 there is because there is really no, what I would call
8 written guide book, and you hand it to somebody and say,
9 here is what reasonable prudent utility standard is.
10 It's kind of what has developed in the industry, and you
11 would be compared to other utilities and the other
12 metrics and that. So it's kind of like benchmarking for
13 lack of better term. Okay.

14 Q. So -- so is there -- is there nothing -- I
15 mean, when -- when you are describing the company's
16 practices, it's based upon your experiences, you know,
17 in the industry of 37 years. There is nothing you can
18 say, well, this is as documented by, you know, Evista in
19 their planned outage of, you know, 1994, or this is how
20 southern company -- there's -- there's nothing like
21 that.

22 It's just your experience as a plant operator
23 doing overhauls, et cetera, that's -- that's -- I guess,
24 I am just trying to figure out how do we explore that in
25 terms of like -- we're not -- I am not an engineer or a

1 **plant operator, certainly haven't been doing it for 37**
2 **years, so I am just wondering what -- how do we test**
3 **that I guess?**

4 A. It's a good question. On -- on outage data on
5 that, if -- take Evista, for example. I don't have any
6 transparency or access to their data or anything else.
7 The only access I have data to is for plants we own. I
8 mean, if you look at the NERC gas data, it's pretty
9 generic, okay. I mean, from a -- from a public view.

10 A lot of utilities will share data. Like at
11 our partner plants, we will share information between us
12 and the Tri-State people, through us, Excel people that
13 operate the Hayden plant through us, and -- and the APS
14 people that operate the Cholla plant. So we -- we tend
15 to share information and best practices. It's not
16 necessarily a formalized document.

17 Okay. A lot of the information sharing is bad
18 things that happen to us, and -- and we share it so that
19 it doesn't have to happen to anybody else. And --
20 and -- and for us, our SDR process are significant
21 events. The whole purpose was that if something happens
22 at a plant site that it's shared with the other plant
23 sites so we don't have to live through that again if at
24 all possible. So that -- there isn't a real structured
25 way to do it.

1 Q. Let me ask you this. It sounds like when you
2 are -- when you are doing plant outages, you attempt to
3 schedule those the most economic times; in other words,
4 when power costs are lowest, because you are going to
5 have to replace power.

6 Do you have any sense of what the typical
7 replacement costs are for a four to six week average
8 plant outage?

9 A. No. Mike might have a better idea on it.
10 What -- what we do, just so you understand is, we kind
11 of come up with the scope of the time we need and then
12 we kind of say, we need it in this year.

13 And then we go to our -- our trading people,
14 who have the best knowledge of -- of when prices are
15 going to be what. You know, they forecast them, and
16 say, just tell us when we can have it so that we have
17 that information a year or two out, so we can plan
18 around it and develop contracts and everything else.

19 So generally, from what I have seen, is April,
20 May tends to be the lowest.

21 Q. Let me ask you about this concept that you
22 testified to earlier in terms of like, you know,
23 essentially when you are contracting with a counter
24 party, there is always going to be risk -- risk
25 shifting, and somebody is going to pay for it depending

1 on where that goes on the site, you know, the contract.

2 And, and I also kind of heard you testify that
3 there is no counter party who will ever -- at least
4 there is not a cost high enough to actually -- to -- to
5 where the risk of replacement power costs are unknown.
6 When you are talking about paying for risks, are there
7 certain components of a plant or certain processes
8 that -- that will drive the allocation of risk one way
9 or another?

10 In other words, is it something like where if
11 it's a -- you know, you are doing something on the
12 outside of the plant that's, you know, very low
13 probability of a -- of an outage, you're -- you're for
14 sure not to going to pay for risk, but for something
15 like you're doing a very highly technical component of a
16 overhaul, that you are going to be willing to pay for
17 the counter party to -- to own that risk? Does it
18 depend?

19 A. It depends. It depends on the scope of work.
20 For example, like on a turbine, I mean, when you put
21 those back together, it usually takes a couple of weeks
22 to reassemble them. So you really want to make sure
23 they are done right. Okay. So you tend to try to put
24 more onus on the op -- or on the contractor to do it
25 right, because the consequences of them not doing right

1 tends to be a bigger deal. Whereas, if it's something
2 that can be fixed in 30 minutes, that has a completely
3 different consequence.

4 Q. Okay. Let me -- let me go through these.
5 I'll -- I'll try to be consistent with the order that
6 it's been addressed today. On -- on the -- on the Craig
7 Unit 2, I think you testified earlier that GE did -- did
8 not have a spec in terms of, I guess, the -- the torque.
9 Do they now?

10 A. I don't know that.

11 Q. You don't know. Has the company independently
12 adopted a standard beyond that?

13 A. No. We -- we don't do that work.

14 Q. Okay.

15 A. We are just not staffed up to do that.

16 Q. And I think you -- I think you answered this
17 from Chair Levar's question, this -- this -- there's no
18 way of knowing from your perspective whether this was
19 a -- a -- a issue of -- of the torque or lack thereof,
20 or it could have been something different beyond that?

21 A. No. If I would have walked up to it, I doubt
22 if I had been able to even tell any difference between
23 any of the plugs.

24 Q. On the -- on the DJ 3 outage with the -- I
25 don't know if we're calling it the dissimilar or

1 nonconforming?

2 A. The nonconforming.

3 Q. Nonconforming welds. Is there any way of
4 knowing whether or not there was a different standard at
5 the time? In other words, what was the spec? Were you
6 aware of a spec, and was this consistent with the spec
7 the way it was performed?

8 A. I'm -- I'm not aware of it. General practice
9 has always been like kind replacement.

10 Q. Does -- does the company keep records of the
11 original specs for a plant and --

12 A. Yeah. We have -- we have design drawings that
13 say, here is what the material is and that. And that's
14 when we put it in our database so we know what to look
15 for.

16 Q. And was -- was this consistent with the spec,
17 the original spec for the way the plant was built?

18 A. I am not --

19 Q. Meaning -- meaning the nonconforming tube. I
20 mean, that -- that's -- the company agrees that this was
21 nonconforming with the way the plant was intended to be
22 designed and built?

23 A. Yes.

24 Q. Okay.

25 A. That's why it's nonconforming.

1 Q. Yeah. But -- but -- but -- but it's -- but
2 the company believes -- or the company is -- let me go
3 back on this one.

4 This is a paperwork one, right? Pacific --
5 Pacific Power had the paperwork?

6 A. I -- I believe so. I can't prove anything.
7 But that's the most logical answer. I mean, you don't
8 know when it was put in. You don't know why it was put
9 in. You don't know the -- the -- the specifics of the
10 outage because it was over 20 years ago, and we don't
11 have the documents for that.

12 Q. Did -- did Utah Power when they built their
13 plants keep those types of records?

14 A. I -- if we went back 40 years ago, I don't
15 know if we would be able to have that information
16 either. I doubt it. Because again, when everything was
17 in file cabinets and that, at some point in time people
18 just, after you find a 30-year-old document, you
19 probably don't keep it, because it's probably not
20 relevant any more.

21 Q. Is -- is that typically considered, you
22 know -- you know, utility standards to -- to -- in terms
23 of recordkeeping, is there a standard that the company
24 now adheres to or --

25 A. I think we have a records retention policy,

1 but I don't remember exactly what it is. I would have
2 to look it up. We do keep a lot of information, but
3 it's not everything.

4 To give you an example is, when this happened,
5 if it would have happened to me and it had been 95
6 degrees out and power prices were really high and I
7 didn't have the material, I would have put that other
8 material in in half a heartbeat to get the plant on so
9 that it weren't -- we weren't having to buy expensive
10 power off the market. Okay. That -- that's -- that's
11 triage at that time.

12 Why it didn't get switched out at some period
13 of time, I can't answer that because I don't have any
14 details and facts. I can just guess.

15 Q. Okay. In terms of the deslagging practice
16 on -- on -- on DJ 3, I just want to make sure I
17 understood your earlier testimony. But help me
18 understand that the logic or the thinking at the time in
19 terms of like, was -- was this a decision that the
20 company made that was based upon safety practices?

21 In other words, that the, the -- that the
22 one -- one way is potentially better for the, the wear
23 and tear of the plant, but one way is -- is safer and
24 the company chose the safer route? Did I misunderstand
25 that?

1 A. Well, part of it, it -- it was developed in
2 the entire industry. I mean, we're not the only utility
3 that uses explosive blasting. There's companies that go
4 out all over the country and do this.

5 It became a practice for mainly two reasons.
6 One is safety, but the other thing is, it was much
7 faster, so you get the unit back on, you know, and --
8 and have less outage time. If you do it manually, it
9 takes a long time.

10 Q. So -- so would I be incorrect in saying
11 that the -- that the decision at the time to switch to
12 this new method was based upon a combination of, I
13 guess, opportunity cost or -- or -- and safety?

14 A. Safety, yes.

15 Q. Okay. And that was done at the time that --
16 remind me again the year that was done?

17 A. Well, we -- we switched to the lowest velocity
18 in 2011, but we were doing this long before then. And
19 I'm -- I'm saying explosive blasting has probably been a
20 practice for 20, 30 years at least.

21 Q. And let me move on to Huntington, Huntington
22 1. Similar question, I guess, help -- help me
23 understand. I think you have already through bits and
24 pieces of different questions, testified to this, but
25 you know, put me -- put me in your decision making mode

1 of the decision when you knew that there were issues
2 with this type of weld, to not just again -- I think
3 what you said is that it was an economic decision based
4 upon -- walk me through that again.

5 A. Okay. So if I -- if I -- if I have one or two
6 failures, and I have a general idea that I -- to --
7 to -- I know at some point in time I am going to have to
8 replace all these, but I want to try to get the maximum
9 value out of them and not just cut them out prematurely.

10 And if -- if I put it into a model on
11 replacement power costs, and I made an assumption that I
12 would have one or two, three breaks a year and that, I
13 am not sure it would pay for itself. So, I mean, we
14 then generally when we do capital projects, run them
15 through some type of model that says, if you don't do
16 it, here is the problem, and if you do do it, here it
17 is.

18 And then it runs it through a model and say,
19 does it pay off or not? And four leaks in 11 years and
20 \$2 million is not going to pay off very well.

21 Q. Okay. Jim Bridger 2. Is -- we have had a lot
22 of talk about this. This employee, I guess -- let me
23 ask you this. Her function of what -- whatever she did,
24 he or she did, in performing this, which was to
25 document, I guess, but not to report up, was that

1 industry standard? Or was that something that was --
2 was inconsistent with what was good utility practice?

3 A. I can't really comment on that. I would say
4 it was not a best practice. I -- I was -- I had not
5 been that happy with that employee.

6 Q. Is it safe to say that having a procedure that
7 prescriptive was probably not that necessary; it was
8 more of just that the employee was missing a common
9 sense element?

10 A. Yeah, that -- that's fair. I mean, I don't
11 know if he thought somebody else was going to catch it,
12 whether -- I mean, we have kind of a saying is, if you
13 see it, you own it. Okay. And -- and that's what we
14 have to drive is, not thinking somebody else is going to
15 address the problem for you.

16 Q. I'll try to speed up a little bit. On --
17 on -- on -- on Jim Bridger 3, this was the cable pull
18 issue. I think I heard you earlier say that it was, you
19 know, it's -- there were -- it is true that there would
20 be no way of knowing about this damage?

21 A. Physically?

22 Q. Physically.

23 A. I mean, the only way you could do it is do an
24 electrical test on the cable, and if it passed the
25 electrical test, you drive on.

1 Q. Yeah. What is the -- is there industry
2 standard or a best practices for during plant
3 construction to -- I mean, you know, and tell me if --
4 if -- you feel free to include your assumptions or in
5 terms of cost benefit analysis, what is the typical
6 practice of when you are building a plant of, I guess,
7 checking and double-checking things of this nature?

8 A. Normally they pull the cables in, clear
9 everybody out of the way, and then they -- they megger
10 or Hipot --

11 THE REPORTER: I'm sorry, sir. Would you say
12 that again?

13 A. Megger or Hipot. They're -- they're --
14 they're just tools that you can use, and what you do is
15 you put -- it's like have you a wire here, and it's
16 open-ended at both ends. You put a potential on the one
17 and it energizes the whole wire, and then you measure
18 the leakage current. How much is going to ground when
19 you crank the voltage up and down?

20 And there's acceptable standards for cables.
21 15 KV has a different standard than 5 KV and everything.
22 And -- and if it passes, that's about all you can do.
23 And -- and generally every place I have been involved in
24 when they have installed cables like that, they do that
25 test prior to turning it over and terminating it, you

1 know, connecting it up to the equipment.

2 **Q. (By Commissioner White) So we should assume**
3 **that that test was performed prior to --**

4 A. Right. But we wouldn't have the records,
5 because my guess is, the contractor who built that, the
6 Black and Veatch, they probably had the records and they
7 probably said they passed. And then when the plant was
8 built, they probably just got rid of them because they
9 turned the plant over to us.

10 **Q. And from an engineering perspective, there is**
11 **still no way of knowing -- even though the company knew**
12 **that the cable had been damaged, there's no way of**
13 **knowing that the ultimate causation was as a result of**
14 **the damage or just wear and tear?**

15 A. Well, we -- we didn't know the cable was
16 damaged --

17 **Q. Yeah.**

18 A. -- until we pulled it out. Okay. And we
19 didn't send the cable in and said ultimately, why did
20 this fail? Was it an age-related thing or an age and
21 damage? I would be willing to bet real money that they
22 would have said that it was a combination of the two,
23 because it's too difficult to tell one over the other.

24 COMMISSIONER WHITE: That's all I have got,
25 questions. I appreciate it. I don't know if

1 Mr. Wilding wants to respond to that question about how
2 the liquidated damages are --

3 MR. WILDING: Okay. Do you mind asking the
4 question just one more time?

5 COMMISSIONER WHITE: Yeah. Yeah. The
6 question was, I think I heard at some point, whether it
7 was a comment made by Mr. Moscon or testimony by
8 Mr. Ralston, that liquidated damages are somehow flowed
9 back to the customers.

10 And I guess my question is, is how is that
11 accomplished? Is that something that's, you know,
12 reduced in terms of, you know, capital expenses in terms
13 of the plant? Does it somehow flow through EBA? I am
14 just trying to learn where that money goes and is it a
15 pertinent to this proceeding or where -- where -- where
16 is that money.

17 MR. WILDING: Okay. Yes, the -- so I'll step
18 back. Per -- and -- and explain on -- or how we account
19 for those liquidated damages. So per U.S. GAP or
20 generally accepted accounting principles, that -- those
21 liquidated damages from a vendor or contractor are an
22 offset to the project that they are associated with.

23 So in this instance, it was a capital addition
24 to the plant, and so that capital -- those capital costs
25 were reduced by the liquidated damages. And so it would

1 be a reduction in rate basing our assets and also in
2 depreciation expense because you are depreciating less.

3 COMMISSIONER WHITE: So it's ultimately a
4 reduction of the return off and on, right?

5 MR. WILDING: Yes. Yes. And -- and they are
6 not booked in net power costs, so they are not in this
7 proceeding.

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

10 CHAIRMAN LEVAR: Commissioner Clark?

11 COMMISSIONER CLARK: Thank you. I apologize,
12 I have been rustling a lot of papers up here because I
13 am trying to eliminate questions that would be
14 redundant. I appreciate all the efforts of my
15 colleagues on the commission and also counsel today for
16 efforts to illuminate the issues in front of us.

17 EXAMINATION

18 BY COMMISSIONER CLARK:

19 Q. So I am going to just step back through a
20 couple of these to fine tune my own understanding.

21 Regarding the plug, and so we're talking about
22 Craig Unit 2, are you telling us that GE did not have a
23 standard, or you don't know whether GE had a standard
24 for how the plug should be tightened? Because I
25 understand it was within GE's control, right?

1 A. Their procedures said basically said retighten
2 the plug. Okay. And you have a craftsman there, a
3 millwright, and he tightens the plug up to what he
4 thinks is appropriate based on his training and
5 experience.

6 **Q. Okay.**

7 A. They don't -- they don't have a specific
8 torque setting and use a torque wrench to do that.

9 **Q. Yeah, that I -- that I, I, I understood. But**
10 **I wondered whether there was any other kind of**
11 **instruction and whether you were aware of it.**

12 A. Not that I am aware of.

13 **Q. Thank you. And have you had -- or has the**
14 **company had any experience with a plug issue of this**
15 **type before this one?**

16 A. Not vibrating out. I know we have -- I have
17 experienced in the process of putting that material in,
18 it can be challenging at times. Okay. But not like
19 this failure rate.

20 **Q. So would those be issues with the sealing that**
21 **was supposed to be accomplished, as opposed to -- things**
22 **that you discovered during the pressure test?**

23 A. Well, no, more of pumping the material in.

24 **Q. Oh, sure.**

25 A. It's -- it sounds easy, but sometimes it's a

1 little challenging.

2 Q. But nothing where a plug was --

3 A. No.

4 Q. -- suddenly not there when it was supposed to
5 be there?

6 A. No.

7 Q. Okay. So this is first instance?

8 A. Yeah, I am afraid so.

9 Q. And the -- so now, the -- the Dave Johnson
10 Unit 3 of April 25th. The tubing that was installed
11 could not be visually distinguished from the spec
12 tubing, I think you said, and so I am wondering how --
13 what process led to us understanding that a different
14 tube was used?

15 A. When -- we have a standard kind of process
16 when we have a tube failure, and if it's not intuitively
17 obvious why, we cut that failure out. And we send it to
18 a metallurgist and say, dissect this thing and tell us
19 everything about this tube, because we want to
20 understand our failure mode so we can figure out if we
21 can prevent them somehow.

22 So when this tube failed, we cut it out and
23 sent it to them, and he looked at the metallurgy of it
24 and said, well, you are supposed to have this in it, and
25 you have this in it.

1 Q. And would that have been IEC, or is that
2 different?

3 A. Yeah. IEC is the metallurgist.

4 Q. Okay. So now relative to Dave Johnston Unit 3
5 on September 19th, did IEC rec -- ever recommend to you
6 to use manual deslagging to avoid --

7 A. No. The --

8 Q. -- the -- the issues that -- that the
9 deslagging process, if it's aggressive can create?

10 A. No. They -- the statement in there was, use
11 -- the lowest velocity detonation cord should be used.

12 Q. Commissioner White asked you some questions
13 about industry standards, and, you know, we have intense
14 interest in understanding what they are and how they
15 would apply to the questions in front of us. It's a
16 challenging thing to ascertain them apparently, or at
17 least to identify a, a, a standard industry practice.

18 Relative to dissimilar metal welds, and so I
19 guess this will be in the context of Huntington Unit 1,
20 I think that you have said that you -- that was a known
21 potential problem area --

22 A. That's correct.

23 Q. -- right? And so just to try to get a little
24 better understanding of how industry practices are
25 developed and how you become aware of them and -- was --

1 was that knowledge from experience exclusively within
2 the PacifiCorp system, or -- or were there -- was GE
3 sending out like a note -- notices -- almost like recall
4 notices or other kinds of notifications that -- that
5 would have made you aware of this part -- particular
6 vulnerability in your plant?

7 A. There's an organization called EPRI, Electric
8 Power Research Institute, and it's kind of funded by
9 utilities and that. And they do a bunch of research.
10 And they have developed volumes on tube materials, tube
11 failures. To some degree, it's kind of the bible of --
12 of tube failures and that.

13 And as -- as utilities had problems, they
14 would share this information and also give it to EPRI,
15 and EPRI would publish stuff. And it was kind of
16 through -- what do I want to call them? Trade meetings
17 or -- or meetings or through EPRI and that, that that
18 information came out.

19 Manufacturers didn't really come out with that
20 on dissimilar metal welds. It was the industry was
21 starting to see failures and was sharing the
22 information, and then kind of EPRI put it all together
23 in books.

24 Q. Thank you. Now, regarding Jim Bridger Unit 2,
25 when would the -- this was -- is it right to think of

1 this as a preventative maintenance test that was
2 performed?

3 A. Yes.

4 Q. When would it have been performed in relation
5 to the work that was being done at that location on --
6 in the --

7 A. I believe the PM test was done either
8 September or October, somewhere around there. We start
9 on them near the end of the summer in that, we have
10 several -- several of these to do so it takes quite a
11 while. So -- but I think this one was actually done in
12 the October time frame. And you try to do them in
13 the -- the early fall so that you can determine if you
14 have a problem.

15 Q. And -- and obviously before the winter season?

16 A. Yep.

17 Q. And the heat is needed?

18 A. Is needed.

19 Q. Right. So what's the company's procedure for
20 reviewing the report of the preventive maintenance? I
21 think you said that it was identified on the report
22 that -- that there was no current but there was voltage
23 so, I am thinking -- I am wondering if that wasn't
24 significant apparently to the person doing the
25 inspection.

1 But I -- I presume that person's work is
2 reviewed by supervisors, other management people, that
3 there's some process for that to happen, and -- and that
4 other people overlooked the significance of that report
5 as well?

6 A. And I can't tell you if the specific report
7 was reviewed or not. It specifically stated that not
8 only will the technician, if he finds a problem, write
9 it, but also that a supervisor or planner will review
10 the report -- the report for adequacy too.

11 Q. So --

12 A. I mean, it's just clarifying expectations.

13 Q. So prior to this incident, there wasn't an
14 expectation that anyone would review the findings of the
15 inspector?

16 A. I believe it was an unwritten expectation.
17 You know, I mean, it's just, this is part of your job.

18 Q. "Your" would be who in that sentence?

19 A. As in the supervisors, the planners, the
20 maintenance department.

21 Q. Thank you. That concludes my questions.

22 Thank you very much.

23 A. Okay.

24 CHAIRMAN LEVAR: Okay. Thank you for your
25 testimony today, Mr. Ralston. I think it's probably a

1 good time to take a short break. Do you have anything
2 further from Rocky Mountain Power when we come back from
3 break?

4 MS. HOGLE: Possibly.

5 CHAIRMAN LEVAR: Okay. Why don't we take 15
6 minutes and we'll come back at 2:25.

7 (Recess from 2:08 p.m. to 2:24 p.m.)

8 CHAIRMAN LEVAR: Okay. I think we're ready to
9 go back on the record. Anything further from Rocky
10 Mountain Power?

11 MR. MOSCON: Nothing further. Thank you.

12 CHAIRMAN LEVAR: Okay. Thank you.
13 Mr. Jetter?

14 MR. JETTER: Thank you, Mr. Chair. The
15 division would like to call and have sworn in division's
16 first witness, Dave Thompson.

17 CHAIRMAN LEVAR: Good afternoon, Mr. Thompson.
18 Do you swear to tell the truth?

19 THE WITNESS: I do.

20 CHAIRMAN LEVAR: Thank you.

21 DAVID T. THOMPSON,
22 was called as a witness, and having been first duly
23 sworn to tell the truth, testified as follows:

24 DIRECT EXAMINATION

25 BY MR. JETTER:

1 **Q. Mr. Thompson, would you please state your name**
2 **and occupation for the record.**

3 A. My name is David T. Thompson. I am a utility
4 consultant for the division of public utility.

5 **Q. Thank you. And in the course of your**
6 **employment with the division, did you have the**
7 **opportunity to review the EBA application materials**
8 **filed by the company?**

9 A. I did.

10 **Q. And did you create and cause to be filed with**
11 **the commission prefiled direct testimony dated November**
12 **15th, 2018?**

13 A. Yes.

14 **Q. And that was filed along with eight exhibits,**
15 **1.1 through 1.8?**

16 A. The testimony was 1.1, and 1.2 through 1.8 the
17 other exhibits.

18 **Q. Thank you. Do you have any corrections or**
19 **changes you would like to make to that prefiled direct**
20 **testimony?**

21 A. I don't.

22 **Q. If you were asked the same questions that are**
23 **in that testimony today, would your answers remain the**
24 **same?**

25 A. They would.

1 MR. JETTER: I'd like to move to enter the
2 direct testimony along with Exhibits through 1.8, all of
3 the exhibits to that testimony into the record.

4 CHAIRMAN LEVAR: Okay. Thank you. If any
5 party objects to that motion, indicate to me. I am not
6 seeing any objection, so it's granted.

7 Q. (By Mr. Jetter) Have you prepared a brief
8 summary of your testimony?

9 A. I have.

10 Q. Please go ahead.

11 A. Good afternoon, Commissioners. Thank you for
12 the opportunity to address the current status of the --
13 on the reported adjustments and recommendations from the
14 division and its consultant, Daymark Energy Advisors. I
15 will also be introducing division's witness from Daymark
16 in conjunction with this hearing.

17 The division recommends the commission allow
18 the company to recover in its energy balance account an
19 amount of approximately \$1.8 million for the calendar
20 year 2017. This is \$912,007 less than the recovery
21 amount originally requested by the company, and consists
22 of an error adjustment of \$25,742 and an outage
23 adjustment of \$886,265.

24 In its review of electrical natural gas
25 transactions, Daymark discovered a policy and procedure

1 finding. Daymark recommended appropriate policy changes
2 to remedy this finding. In response testimony, the
3 company accepted the division's error correction.

4 The company also agreed in response testimony
5 with the Daymark proposed policy changes. In its
6 response testimony, the company stated that it will work
7 with the DPU and Daymark to adopt energy risk management
8 policy language similar to what Daymark proposed in its
9 audit report.

10 In its audit report, the division's
11 consultants, Daymark, made an adjustment for outages.
12 Daymark recommended this allowing replacement power
13 costs resulting from seven outages. These outages
14 demonstrate a sufficient imprudence that EBA costs
15 should be reduced by the amount of replacement power
16 cost related to the outages. Utah allocated amount for
17 this adjustment is \$840,267. This adjustment impacted
18 interest computations in the amount of \$45,998. The
19 total adjustment is \$886,265, after the interest
20 adjustment.

21 The company in its response testimony --
22 excuse me, in surrebuttal testimony to Daymark's audit
23 report and rebuttal testimony, did not agree that the
24 replacement power for plant outages should be
25 disallowed. The division's witness from Daymark,

1 Mr. Phil DiDomenico, will testify to Daymark's EBA
2 review, and specifically to Daymark's outage adjustments
3 and why replacement power for the seven outages should
4 be disallowed. And that concludes my summary.

5 MR. JETTER: Thank you. I have no further
6 questions, and Mr. Thompson is available for cross or
7 questions from the commission.

8 CHAIRMAN LEVAR: Okay. Thank you.
9 Mr. Russell, do you have any questions for Mr. Thompson?

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

11 CHAIRMAN LEVAR: Okay. Thank you.

12 Mr. Moscon, Ms. Hogle?

13 MR. MOSCON: No questions.

14 CHAIRMAN LEVAR: Okay. Commissioner White?

15 COMMISSIONER WHITE: No questions. Thank you.

16 CHAIRMAN LEVAR: Commissioner Clark?

17 COMMISSIONER CLARK: No questions. Thank you,
18 Mr. Thompson.

19 CHAIRMAN LEVAR: And none from me. Thank you
20 for your testimony today.

21 MR. MOSCON: The division would like to next
22 call and have sworn in Phil DiDomenico.

23 CHAIRMAN LEVAR: Good afternoon,
24 Mr. DiDomenico. Do you swear to tell the truth?

25 THE WITNESS: I do.

1 CHAIRMAN LEVAR: Thank you.

2 PHILIP DIDOMENICO,
3 was called as a witness, and having been first duly
4 sworn to tell the truth, testified as follows:

5 DIRECT EXAMINATION

6 BY MR. JETTER:

7 Q. Mr. DiDomenico, would you please start by
8 stating your name, and maybe let's have you spell your
9 last name so you get it correct on the record, and your
10 occupation.

11 A. Certainly. It's DiDomenico. It's capital
12 D-I, capital D-O-M-E-N-I-C-O.

13 Q. Thank you. And what is your occupation?

14 A. I am a management consultant for Daymark
15 Energy Advisors.

16 Q. And were you retained to review certain
17 transactions and essentially an audit in this case?

18 A. I was.

19 Q. And did you create, in the course of your
20 employment and -- and consultant contract with the
21 division, create and cause to be filed with the
22 commission direct and rebuttal testimony, direct
23 testimony filed November 15th, 2018, along with rebuttal
24 testimony filed January 10th, 2019?

25 A. I did.

1 **Q. And in both of those testimonies, it**
2 **identified two witnesses, which is yourself and Dan**
3 **Koehler; is that correct?**

4 A. Dan Koehler, yes.

5 **Q. Koehler, excuse me. And do you intend to**
6 **adopt both of those testimonies today in full?**

7 A. I do.

8 **Q. If you are asked the same questions in both**
9 **the direct and rebuttal testimonies that were filed,**
10 **would your answers remain the same?**

11 A. With one correction.

12 **Q. Okay. And please go ahead.**

13 A. Looking at my direct testimony, of myself and
14 Dan, page 8 if I would, under findings and
15 recommendations, starting with line 89, what I would
16 drop is the sentence that appears after outages. I
17 would replace, "that appeared to be avoidable and
18 resulted in unnecessary increases to the company-wide
19 NPC," replace that with the phrase, "for further
20 investigation," period.

21 **Q. Thank you. And do you have any other**
22 **corrections or changes you would like to make?**

23 A. I do not.

24 **Q. Okay.**

25 MR. MOSCON: I'm sorry. Can I have you -- I

1 was slow here.

2 THE WITNESS: Sure.

3 MR. MOSCON: Line 93, will you just tell me
4 again what I am crossing out where?

5 THE WITNESS: It was line 89.

6 MR. MOSCON: Sorry, 89.

7 THE WITNESS: We are crossing out the words
8 that start after the word outages.

9 MR. MOSCON: Got it.

10 THE WITNESS: Crossing out basically to the
11 end of that sentence on the next line, and replacing
12 that with simply, for further investigation.

13 By way of clarification, those 29 outages were
14 selected because of their duration, not because of any
15 particular concern over their impact.

16 MR. JETTER: With that I'd like to move for
17 the introduction of -- or entry of the direct and
18 rebuttal testimony I have identified earlier, along with
19 all of the attached exhibits to both of those, which was
20 direct through 2.3 and, I believe there was no exhibits
21 attached in addition to the testimony on the rebuttal
22 testimony.

23 CHAIRMAN LEVAR: Okay. If anyone objects to
24 that motion, please let me know. I am not seeing any
25 objection, so the motion is granted.

1 MR. JETTER: Thank you.

2 Q. (By Mr. Jetter) And have you prepared a brief
3 statement summarizing your testimony?

4 A. I have.

5 Q. Please go ahead.

6 A. Okay. Daymark was retained by the division to
7 review the application of Rocky Mountain Power regarding
8 adjustment of electric rates. The company had filed a
9 request on March 15th, 2018 to recover 2.8 --

10 Q. Mr. DiDomenico, I am going to interrupt just
11 very briefly. If you wouldn't mind reading just a
12 little bit slower for our court reporter.

13 A. I'm sorry. Too fast for you. It's Italian
14 heritage.

15 Okay. Daymark was retained by the division to
16 review the application of Rocky Mountain Power regarding
17 adjustment of electric rates. The company had filed a
18 request on March 15th, 2018, to recover 2.8 million for
19 excess energy balancing account associated costs
20 incurred throughout the 12 month deferral period from
21 January 1st, 2017, through December 31st, 2017.

22 Daymark's role was to determine whether the
23 actual costs featured in the calendar year 2017 EBA
24 filing were incurred in accordance with an in place
25 policy or plan, were prudent and were in the public

1 interest.

2 Our review included four main assignments, as
3 established in consultation with the division. First,
4 evaluate a sample of electric and natural gas
5 transaction for accuracy, completeness and prudence.
6 Second, we reviewed particular issues pertaining to key
7 drivers of EBA costs, specifically deviations in the
8 actual wholesale sales revenue and purchased power
9 expense in relation to levels forecasted for the general
10 rate case and established in base NBC.

11 Third, we reviewed the impact of PacifiCorp's
12 third full calendar year of participation in the
13 California ISO, energy imbalance market. Lastly, we
14 reviewed and evaluated actual plant outages to ensure
15 that these outages and the cost impacts on the EBA
16 charge were appropriate.

17 Transactions. Relative to transactions our
18 findings were as follows. PacifiCorp settled tens of
19 thousands of natural gas financial, natural gas physical
20 and electric power physical transactions in 2017. We
21 assembled and analyzed a sample of 46 representative
22 transactions and accounting entry groupings. After
23 reviewing these transactions, we did not find or -- we
24 did not suggest, excuse me, any adjustments to the
25 calendar year 2017 EBA costs for the evaluated

1 transactions.

2 However, our review of a particular
3 transaction revealed a deficiency in PacifiCorp's
4 policies and practices pertaining to monitoring and
5 reporting potential breaches in individual trader
6 limits.

7 The company has taken some corrective steps to
8 address this issue since becoming aware of it, but we
9 recommend that the company formally adopt governance
10 control requirements in their risk management policy --
11 energy risk management policy. The company has
12 indicated in response testimony that it is amenable to
13 working with the division to adopt such changes.

14 Regarding the EBA cost drivers, we found that
15 the deviations in actual wholesale sales revenue and
16 purchased power expense were generally explainable by
17 market condition changes between the base NPC forecasts
18 for the 2014, '15 test period, and actual conditions
19 during the 2017 deferral period, as well as changes in
20 long-term contracts in effect for the respective
21 periods.

22 Regarding the California ISO, energy imbalance
23 market, our findings regarding -- regarding our high
24 level review of PacifiCorp's participation in the -- in
25 the ISO EMI, we found no reason to challenge the ISO or

1 the company's methodology for estimating benefits from
2 participating in the real-time imbalance trading through
3 the EIN, nor do we have reason to believe that the
4 estimates substantially overstate the benefits.

5 Regarding outages, our review of generator
6 outages at the company's thermal plants during the EBA
7 period, deferral period, identified 25 significant
8 outages; that is, outages that are forced outages or
9 planned outage extensions of greater than 72 hours in
10 duration.

11 Of these 29 outages, seven outages
12 demonstrated sufficient imprudence that we recommend
13 reducing EBA costs to reflect replacement power costs
14 related to the outages. The total reduction in
15 company-wide NPC for these outages was 1,954,826. The
16 Utah allocated EBA deferral adjustment related to
17 imprudent outage replacement power costs is 840,267.

18 The quantification replacement power costs is
19 not in dispute. The company has agreed with our
20 methodology for estimating the additional net power
21 costs that are incurred as a result of specific plant
22 outages.

23 The company submitted response testimony of
24 Mr. Dana Ralston to address the seven generation plant
25 outages we identified as demonstrating sufficient

1 imprudence to warrant EBA cost adjustment.
2 Mr. Ralston's response testimony disputed our claims
3 that the company acted imprudently in regard to those
4 seven outages, and therefore, no adjustment to the EBA
5 amounts was needed. We disagree with Mr. Ralston's
6 arguments and we stand by our original recommendation.

7 Mr. Ralston asserted that the Craig Unit 2
8 outage was the result of GE's subcontractor's failure to
9 correctly tighten specific plugs and not the lack of
10 established procedures and practices.

11 Though the company's partner GE admitted
12 fault, the company should still be held accountable
13 since they are responsible for ensuring risk mitigation
14 measures are established and followed by their partners.
15 Additionally, the company should work with their third
16 party operators to use similar outage-related
17 documentation procedures as utilized by PacifiCorp.

18 Regarding the April 2017 outage at Dave
19 Johnson Unit 3, the company believes that the use of
20 improper tubing that contributed to the outage was an
21 anomaly that was still -- was still provided over 20
22 years of acceptable service. In our opinion, the use of
23 incorrect tubing material is a procedural failure that
24 necessitates an adjustment to the company-wide EBA costs
25 for the replacement power costs. The length of time

1 before failure is secondary to the issue of prudence.

2 The September 2017 outage occurring at Dave
3 Johnson Unit 3 was caused by tube failures associated
4 with the reheat super heater. Although the company's
5 metallurgical expert recommended modifying blasting
6 practice after analyzing the failures, the company
7 maintains that the failures could not be attributed to
8 any particular explosive deslagging result.

9 Since the company's metallurgical experts have
10 repeatedly identified the company's blasting practices
11 related to deslagging as a contributing factor to tube
12 failure, we believe the company acted imprudently by not
13 modifying its deslagging practices.

14 The Huntington Unit 1 outage was due to a
15 reheater tube leak located at a dissimilar metal weld.
16 The company argues that due to the number of welds in
17 the outlet of the reheater, the cost to evaluate each
18 weld would significantly outweigh the benefits. We
19 believe that the company's lack of attention to such a
20 well known industry issue is indefensible and therefore
21 imprudent.

22 An outage at Jim Bridger Unit 2 caused by the
23 failure of heat tracing equipment was a result of gap in
24 testing procedures established by the company. Even
25 though the company argues that it acted prudently, since

1 it had testing procedures already in place, we assert
2 that the company acted imprudently since it should have
3 known the heat tracing equipment was inoperable.

4 Regarding the Jim Bridger Unit 3 outage, the
5 failure of cables leading to the outage was due to age
6 and damage received during the cable's initial cable
7 pull in the seventies. The company argues that the
8 cables have functioned successfully over 40 years they
9 have -- that they have been in place, without any
10 indications of damage.

11 We believe that the cable damage due to
12 incorrect installation practices during the initial
13 installation warrants disallowance. The length of time
14 before failure is secondary to the use -- to the issue
15 of prudence.

16 The Dave Johnson Unit 4 extended outage was
17 the result of the wrong impeller of -- of a wrong
18 impeller being installed during a planned outage
19 resulting in an outage extension. The error was the
20 admitted fault of a contractor who accepted work that it
21 wasn't properly staffed to complete.

22 It is incumbent upon the company to ensure
23 that the contractors it chooses to work with follow
24 prudent practices. We therefore believe the company
25 should be held responsible for the imprudent actions of

1 the contractor.

2 Lastly, Mr. Ralston's response and surrebuttal
3 testimony assert that our recommendations assume a
4 unrealistic standard of perfection based on 20/20
5 hindsight and not a standard of prudence applied to
6 these outages. We disagree.

7 Many outages are avoidable with perfect
8 hindsight, and many outages are caused by human error.
9 We do not argue for a disallowance for all such outages.
10 We are arguing for adjustment of only a handful of cases
11 when the action or inaction at the root cause of the
12 outage was clearly imprudent based on the information
13 known or knowable at the time.

14 The company argues that it cannot be held
15 liable for imprudent actions taken by third party
16 operators or subcontractors so long as the underlying
17 contract was reasonable. We disagree. As an owner or
18 co-owner, a company is responsible for the performance
19 of that asset and cannot absolve itself of that
20 responsibility simply because it has desig -- delegated
21 the operation or repair of that asset to another entity.

22 Certainly, as between the company and its rate
23 payers, the company is in a much better position to
24 influence the operation of plants where it is not the
25 operator. If a company operated in a regulatory system

1 without the EBA, the company would likely not recover
2 any of the power replacement costs related to a forced
3 outage. Thank you.

4 MR. JETTER: Thank you for that review of your
5 testimony. I have no further questions, and
6 Mr. DiDomenico is available for cross and questions from
7 the commission.

8 CHAIRMAN LEVAR: Thank you. Mr. Russell, do
9 you have any questions?

10 MR. RUSSELL: I do. Thank you.

11 CROSS-EXAMINATION

12 BY MR. RUSSELL:

13 Q. Mr. DiDomenico, you mentioned that you
14 reviewed -- you narrowed it down to 29 outages, and as I
15 understand your summary, that -- that you narrowed it
16 down to 29 based on the length of those 29 rather than
17 on any particular actions taken by the company during
18 those 29 outages. Is that correct?

19 A. That's correct.

20 Q. Okay. And ultimately you flag seven outages,
21 the seven that we have been discussing at length today.
22 Can you tell me what it was about those seven, and I --
23 I -- I know that there are differences among those
24 seven, but at a high level, can you tell me what it was
25 about those seven that you -- you thought required a

1 **different result than the other 22?**

2 A. Well, fundamentally, in looking at the
3 available information -- and I do need to underscore the
4 available information, because again, in this instance
5 where we are 100 percent dependent on the information
6 provided by the company, we did not provide any
7 independent review. This is not our review. We are
8 reviewing information that was provided to us.

9 Just with that context, with that in mind, the
10 information that we were provided basically just led us
11 from a reasonable perspective, would a reasonable
12 utility have operated in a different manner? It kind of
13 flagged us from that perspective, and that's what drew
14 our attention to those seven outages.

15 **Q. Okay. And there's been a lot of talk today**
16 **and in the prefiled testimony about the -- the cost to**
17 **mitigate or to prevent the type of replacement power**
18 **costs, or the mistake that -- that occurred or -- or**
19 **that was identified.**

20 In your review of the 29 that ultimately led
21 to the seven, did you -- did you consider the costs to
22 prevent the issue that led to the outage as part of your
23 review?

24 A. Not explicitly, no.

25 **Q. Okay. And is that in your view a relevant**

1 issue to -- to consider in determining whether the
2 company acted prudently?

3 A. Ultimately, certainly the cost of whatever
4 mitigation practices is a factor, certainly.

5 Q. And just, I think we probably all understand
6 this, but -- and tell me the reason why the cost to
7 mitigate the issue or cost to prevent the issue is a
8 relevant factor?

9 A. Well, I think as in any business decision from
10 an asset management perspective, you are juggling a lot
11 of priorities, and in terms of making decisions about
12 which priority to address first, you tend to go with --
13 not tend to go, but you go with the ones that have a
14 higher cost benefit expectation. That along with
15 risk -- and the risk associated with them are major
16 factors associated with any decision.

17 Q. And perhaps I'll -- I'll put it in a slightly
18 different way. If the -- if the cost to solve the
19 problem is greater than the cost to just let the problem
20 be a problem, you just let the problem be a problem,
21 don't you?

22 A. To a degree. The problem what we have here is
23 that this is a very dynamic situation, that the cost and
24 the benefit is very fluid. Now, it depends on changing
25 market conditions. It depends on a lot of things, but

1 at the end of the day you need to make a judgment call
2 as to what the priorities are.

3 Q. Okay. What I'd like to do now is very briefly
4 walk through each of the seven outages and ask you just
5 a couple of questions about each. And we'll start with
6 the Craig Unit 2 outage, which is -- is the one related
7 to the 50 bolts and the one that may have come loose
8 when the -- when the plant was started back up.

9 Can you explain to me what it is that in
10 Daymark's view was imprudent about this particular
11 outage?

12 A. Fundamentally, I ask myself the question, is
13 it prudent to assemble a unit when you haven't followed
14 the procedures properly? When you read the information
15 on this event, it speaks to, potentially, the unit that
16 the bolt wasn't tightened properly.

17 And I say potentially because one of the
18 problems is that on that event, Tri-State fundamentally
19 didn't do a root cause analysis, nor is it their
20 practice to do a root cause analysis.

21 The information that we have received is
22 essentially three e-mails. We have three e-mails where
23 they say, good news, we figured out that a plug fell
24 out. That's the extent of the information that we have
25 on that outage. So I look at that, and I am saying,

1 this -- this doesn't sound right, something wrong with
2 this. We need to dig further. But the fact of the
3 matter is, they didn't dig further. So we don't know
4 what actually caused the event.

5 But I do know this, when you talk -- when
6 you're dealing with the hydrogen cooling system of a
7 major generator, we are not -- this is a significant
8 element in the system. You don't do it casually, right?
9 Hydrogen leaks are taken very serious by the industry,
10 as I am sure the company is taking it very seriously.

11 So as you are going through the procedures
12 that say tighten whatever and fill in silicone, whatever
13 you are trying to do, I am virtually certain, although I
14 don't -- I haven't seen the procedure, because it hasn't
15 been provided, but I am virtually certain that it
16 mandates a very specific manner in which you need to do
17 your job.

18 In this case bolts don't fall out for no
19 reason. They fall out because somebody didn't do what
20 they needed to do. It's a summation. I don't have
21 facts to support that, but all I know is that the bolt
22 was not there, and that -- and that is a cause for
23 concern.

24 **Q. And I guess one of the issues that -- that I**
25 **think the commission may have to grapple with here is,**

1 if the bolt did come out, and in your view if it came
2 out and somebody did something wrong, if it -- if the --
3 the somebody that did something wrong is with a mill
4 worker hired by General Electric who in turn was hired
5 by Tri-State Generation, who is the operator of this
6 plant, but is not the company here asking for, you know,
7 a specific rate treatment, how -- how does the
8 commission address all of that?

9 A. I think it starts with the accountability of
10 the company to its third party vendors. I agree that
11 it's very expensive to get that kind of coverage,
12 replacement power coverage. Replacement power is the
13 hot potato that nobody wants, because it's open-ended.
14 It's an undefined liability. Nobody wants to cover
15 that. And -- and we get that, we understand that.

16 But if you look at the chain in terms of who
17 was involved, the company is in the best pos -- position
18 of everyone to be able to manage that risk, understand
19 that risk and provide for that risk. So from our
20 perspective, it's incumbent upon them to make sure that
21 their third party, whoever they are working with, are
22 following prudent practices.

23 Q. Okay. And -- and how would -- how should the
24 company have managed the risk in this -- in this case in
25 your view?

1 A. Well, you know, unfortunately in this -- in
2 this case, to do a proper root cause investigation would
3 require you being on-site and interviewing the
4 principals involved.

5 Right now, the information I have available to
6 me doesn't really allow me to make any specific
7 recommendations, other than a general recommendation
8 that greater oversight needs to be provided. That's not
9 terribly helpful, but it -- but it requires more
10 intervention, more active involvement in what's going
11 on.

12 **Q. And how do we know how much that active**
13 **involvement might cost?**

14 A. The only way you know is by asking for it when
15 you are working with your various vendors.

16 **Q. Okay. In -- in a --**

17 A. And it's very situational. It would depend on
18 the specific event and who you're dealing with. It's
19 not -- it's not something that you can just pull out and
20 say, every time we do this it's going to cost whatever.
21 It varies significantly.

22 As a general statement, sure, it's going to
23 cost you money, but I don't know what -- I don't know
24 how you ignore the fact that it's problematic, because
25 the only one that shares replacement cost responsibility

1 right now is ultimately the customer.

2 Q. Right. And -- and I guess the -- the customer
3 would also bear some responsibility for the cost to
4 prevent that replacement power cost, right?

5 A. Certainly.

6 Q. Yeah. And -- and I guess the question that I
7 have is, how does the commission address these issues
8 when it's -- when it's trying to figure out, well,
9 there's this cost to prevent these risks, and, you know,
10 somebody is going to have to pay for that cost, and
11 almost always we end up in the same place.

12 Had -- had -- I am formulating a poorly
13 question here, or poorly formulating a question here.
14 But there's -- there's this balance between the cost and
15 the risk, and I am wondering how the commission should
16 handle that.

17 A. I think it's -- it's a difficult question. I
18 think it's very situational. I think some sort of a
19 shared savings or shared cost approach is probably the
20 most appropriate. But it's very situational. It's --
21 it's not something that we can sit here and just say, on
22 a blanket policy, this is how we should approach that.
23 I think that would be very difficult.

24 Q. Okay. Thank you. I'm -- I'm going to walk
25 through the other six, but the -- the -- the list of

1 questions will be a little bit shorter, because I think
2 some of the principles that we just discussed can apply
3 as well.

4 Looking at the Dave Johnson Unit 3, the April
5 25 outage, and this was the one that we -- we spent a
6 little bit of time talking about the nonconforming
7 material in boiler tube, right? So if you could, tell
8 me quickly what you understand -- or what -- what facts
9 you understand to be the -- the imprudent or to
10 constitute the imprudent action by the utility here.

11 A. Well, fundamentally the imprudent action is
12 installing nonconforming material, not keeping an
13 accurate record, and not going back and replacing it
14 when the time was appropriate.

15 There is nothing wrong -- I am agreeing with
16 the company witness when he says that in a pinch you do
17 what you need to do to bring the unit on line. That's
18 standard practice. I am not going to disagree with
19 that. But not being able to have proper records so that
20 you can go back and then correct that situation before
21 it turns into an outage situation is where the problem
22 lies.

23 Q. And if we were to talk about the cost to
24 potentially mitigate that, I suppose what you'd say is
25 that you mitigate it by having proper -- by having

1 proper recordkeeping procedures; is that right?

2 A. Exactly.

3 Q. Okay. Moving on to the September outage at
4 Dave Johnson Unit 3, this is the outage related to the
5 boiler tube failure that, I guess, the metallurgical
6 reports point to the explosive deslagging efforts. Tell
7 me what you -- what you understand to be the facts that
8 constitute the imprudent action here.

9 A. The problem I have as -- as an outside
10 third-party consultant trying to evaluate what I am
11 seeing, I am dealing with the information that I have in
12 front of me. And the picture that I am seeing is that I
13 have a metallurgist who is admittedly an expert in their
14 field, someone that the company relies upon, and I see
15 them repeatedly making recommendations about changing
16 the company's blasting practices.

17 And on the other hand, I -- I hear the company
18 telling me, well, they did that and they did it back in
19 2011, and that whatever they are reporting isn't
20 necessarily pertinent to the current situation.

21 In my own experience, the partnership between
22 the metallurgist and the company is not a very distant
23 relationship. I find it hard to believe that the
24 metallurgist that the company uses on a regular basis,
25 and has been using for years, is not aware of the

1 company's current blasting practices.

2 That -- that just brings questions into my
3 mind. Why is that? So I'm -- I'm left with a dilemma.
4 I have two stories. Which one do I believe? I am not
5 sure.

6 I have heard a little bit more information
7 today that would tend to lean towards the company's
8 position, but again, I don't know why the metallurgist
9 would continue to make the same recommendation over and
10 over again, when it's not pertinent to the issue at
11 hand.

12 **Q. Okay. Thank you. Let's move on to Huntington**
13 **Unit 1. As I understand it, the issue there leading to**
14 **the outage was the issue of dissimilar welds, correct?**

15 **A. Yes.**

16 **Q. Okay. And with -- again, with this one, tell**
17 **me what facts you understand to be the issue that --**
18 **that leads to the -- your conclusion that there was**
19 **imprudent action by the utility.**

20 **A. Sure. Dissimilar metal welds, DMWs, is not a**
21 **new issue. I think we heard testimony to that effect.**
22 **It's been around for a long time. I mean, at least the**
23 **mid eighties, if not sooner than that, it was identified**
24 **as a -- as a cause of outages.**

25 **And not only a cause, it's not a matter of if**

1 there's going to be an outage. It's just a matter of
2 when, because they are going to fail. It's a problem.
3 It's a problem that was discovered with the help of EPRI
4 and others, and there are utilities that went -- went
5 ahead and removed them before they failed, rather than
6 waiting for failures in my experience.

7 However, in this particular scenario we have
8 been talking a great deal, about, well, three outages,
9 you know, less than 1 percent. You are not going to go
10 out and spend \$2 million in mitigation. I understand
11 that.

12 My problem or my concern rests in the fact
13 that, follow the timeline with me for a minute. Known
14 problem since the mid eighties. The unit's been in
15 service since whenever, and they know that the reheater
16 has lots of dissimilar metal welds, 600 I think was the
17 number that was said. They know this. I mean, that's
18 the way it was built.

19 The first outage doesn't occur until 2000 -- I
20 am going to get one of these years wrong, 2008 I believe
21 or seven, I can't remember which. After that happens,
22 no action is taken. So a second outage occurs, no
23 action is taken. A third outage occurs, no outage is
24 taken. We get to the fourth outage, and all of a
25 sudden, the difference between three outages and four

1 outages launches the company to an action plan to
2 address the problem.

3 Now, we have heard a lot about, well, three is
4 an insignificant number. Four is -- well, the
5 difference between three and four is the same percentage
6 as far as I am concerned. I think the company realizes
7 that this is a problem and they need to address it, and
8 it has nothing to do with how many outage events occur.

9 You know this is a problem. It's just a
10 ticking time bomb waiting to keep happening, and as I
11 think there was reference to the hockey stick effect,
12 where all of a sudden you've got to just start
13 accelerating rapidly, absolutely, it's a very real risk.
14 It's very prevalent in our industry.

15 So my problem is not so much that they didn't
16 jump to replacing everything and spend \$2 million. My
17 problem is that they waited until a fourth outage, I am
18 trying to think the number of years after the first
19 outage, and 9 or 10 years after the first outage, before
20 they took steps to determine the extent of the problem.
21 Right.

22 We heard a lot about how testing this would be
23 a problem with -- got too expensive to do 600 welds
24 whatever. After the fourth outage, they proceeded
25 immediately to doing that testing. And in 2018, I

1 guess, I am surmising that they identified a significant
2 enough problem to warrant a full replacement at the next
3 available major overall, 2022.

4 My point here is that this could have been
5 done sooner, exposing the customers to less outage and
6 replacement power risk.

7 Q. Okay. I think that actually addresses my
8 follow-up questions with respect to that one, although I
9 do have -- do have one other. And I am looking at the,
10 I think it's Exhibit 2.3 that was attached to your
11 responsive testimony.

12 A. It's the report. Is that our report?

13 Q. It is, yeah. It's the -- the confidential
14 report. I don't know what information in this is
15 confidential, if it's the figures or if it's the
16 descriptions.

17 A. I am not a hundred percent sure either.
18 Jason?

19 MR. JETTER: It's probably a mix.

20 MR. RUSSELL: Okay.

21 MR. JETTER: Is there something specific?

22 MR. RUSSELL: With each of -- with each --
23 with each of the outages that are discussed, there is a
24 repair cost identified, as well as a cost associated
25 with the replacement power. And I am just wondering

1 whether any of that is confidential. I don't even need
2 to use the number.

3 MS. HOGLE: Confidential.

4 Q. (By Mr. Russell) Okay. All right. Do you
5 have that report in front of you?

6 A. I do.

7 Q. Okay. Maybe we can do this without -- I'm --
8 I am not going -- I'm not going to identify any of the
9 numbers. Do you see the -- the next to last paragraph
10 of --

11 A. Excuse me. Page reference please.

12 Q. Yeah. Sorry. Page 26, it's the Huntington
13 Unit 1 outage, the discussion there.

14 A. Yes.

15 Q. Okay. The next to last paragraph of that
16 discussion identifies the repair costs, and maybe I am
17 just misunderstanding what repairs were done, but can
18 you -- can you tell me what repairs were done that adds
19 up to this number that I am not going to say?

20 A. No. These repair costs were provided by the
21 company.

22 Q. Yeah.

23 A. So I don't know -- I don't know exactly what
24 repairs took place. That's simply the costs of
25 bringing -- bringing the unit back to service from the

1 outage. Not including, you know, replacement power,
2 anything like that.

3 Q. Yeah. And I know we have been throwing around
4 this \$2 million number to replace the dissimilar welds,
5 and that's not this number?

6 A. It is not.

7 Q. Okay. Do you know -- you don't know what --
8 what is included with this number here?

9 A. No.

10 Q. Okay. All right. Fair enough. Let's move on
11 to Jim Bridger Unit 2, which is the next one in your --
12 in the report. And this is the -- the one that we have
13 spent a fair bit of time talking about with the water
14 freezing and the water spacer tubing. Can you tell me,
15 what was -- what was the -- what was the imprudent
16 action by the -- by the company here?

17 A. Well, fundamentally, when you are talking
18 about a system that is explicitly designed to prevent
19 freezing, not functioning at a time when you need it,
20 and the reason given is that there was quote, unquote, a
21 gap in the procedures, that just doesn't ring true --
22 not true, but it doesn't make sense to me in the context
23 of my experience.

24 I could see gaps in procedures if this was a
25 new system or a new unit. This is a unit that's been in

1 operation for, you know, decades. By now any bugs or
2 shake-down associated learnings, if you will, should
3 have been covered. And I think we heard earlier that
4 this was simply a problem where a technician didn't do
5 his job properly. I don't know how else to say it.

6 Q. And -- and in your view, is it, what -- what
7 would be the cost of mitigating against that? If
8 there --

9 A. Very little. I mean, that's nothing more than
10 the direction that this is what you need to do. You
11 need to report things of this nature. It's -- it's
12 somewhat, you know, it's puzzling that -- that an
13 individual with that title, that -- that -- namely the
14 technician that we're talking about, wouldn't have taken
15 that next step to make sure people were aware of it.
16 When I say people, upper -- his manager or other folks
17 in the management chain.

18 Q. Okay. Thank you. Let's move on to Jim
19 Bridger Unit 3, and this is the one where we have
20 discussed a fair bit with the electrical wiring that was
21 underground, but because of a -- of a water pump that
22 tripped off, water got into the -- the conduit with the
23 that -- that the electrical wiring was in.

24 And there's been some discussion about when
25 this wiring may have been damaged. Why don't you tell

1 me what -- what you view as the imprudent action here?

2 A. Well, fundamentally, is it prudent to damage a
3 cable upon installation? Here the record shows that the
4 cable, along with age, was a mitigating -- was one of
5 the causes of what went -- what happened -- excuse me.

6 And you know, we have heard a lot about, well,
7 the cable was in operation for 40 years, and while that
8 may be true, and we also heard about testing that was
9 done upon its initial installation. What we didn't hear
10 anything about is how often this cable is tested. Is it
11 tested on an annual basis? Semiannual basis? During
12 major overhaul, or was it set it and forget it?

13 I have -- I've heard no discussion about it.
14 So the idea that this installation wasn't degrading that
15 whole time, I am not sure there's any information on the
16 record to prove that that wasn't the case.

17 Q. So focusing on the length of time here, in
18 your view, and I -- I think you say this in the report
19 or in your testimony, that it's not important how long
20 this -- this wiring was in place. It's, how did it get
21 damaged?

22 A. Right.

23 Q. And I guess, I have -- if the company since
24 that time didn't know about the damage, I mean, if -- if
25 it was installed, and even the people who installed it

1 didn't know about the damage, and in the 40 years since
2 there's been no indication that there is some damage
3 here, is it -- can, can -- do -- was it imprudent for
4 the company not to conduct an inspection? Or is your
5 sole focus on the fact that it was damaged when it was
6 installed?

7 A. Well, it's two elements. It's -- it's the
8 damage upon installation, along with, I don't see any
9 record of any testing that occurred after the initial
10 installation. So -- so there's, other than the fact
11 that it was operational, there's no way to determine the
12 condition of the cable if it's not being tested on a
13 regular basis.

14 Q. And I guess, if the issue is, if -- if even
15 the people who installed this cable wouldn't have known
16 about the damage, and we're going to hold the company
17 responsible for that damage, would it be -- would it be
18 imprudent for the company -- wouldn't it be prudent then
19 for the company to -- to bear the costs of -- of
20 conducting inspections that would -- that would reveal
21 those types -- that type of damage?

22 A. If you are asking me whether I think it's
23 prudent of a company to do testing on -- on this cable
24 on a regular basis to determine its condition, is that
25 what you are asking?

1 Q. Well, I guess what I am asking is the --
2 the -- the standard that we seem to be imposing on the
3 company here is that there was damage -- we're all
4 assuming there was damage upon installation here, but --
5 and maybe the company didn't know about it.

6 But if that's the case, I guess what I am
7 worried about is a world in which we say, under those
8 circumstances, the company bears the risk. And then the
9 company responds by saying, okay, we're going to go
10 examine and inspect every last square inch, every last
11 cable of all of our plants, at enormous costs, because
12 we don't want to have to bear those costs going forward.
13 And the rate payers ultimately having to pay for that
14 type of a mitigation procedure.

15 And -- and so I guess what I am wondering is,
16 if we, you know, there's something of a ying and yang
17 here. If we impose that sort of a standard on the
18 company, are -- are we -- shouldn't we worry about the
19 cost that the -- the rate payers will ultimately be
20 asked to bear in response to that?

21 A. I can't answer your question directly, but
22 what -- what I can say is that it merits attention. It
23 merits a review of good practices in the industry and a
24 change in practices to -- to align with those. I don't
25 believe it is prudent to put a cable in the ground and

1 never touch it again for 40 years. I don't think -- I
2 don't think that's a good -- that's a good idea on any
3 level.

4 So now the question is, how often should it be
5 tested. Again, without doing more research and
6 understanding the exact situation, I can't give you an
7 answer as to what is right. But you are right, carte
8 blanche, no, you are not going to want everything tested
9 every year, no. You're not trying to gold plate what's
10 going on by no means.

11 But we are trying to reach reasonable level.
12 Right now, no tests, installation with no testing, if
13 that's true, and I don't know that that's even the case,
14 but I -- I have seen nothing on the record that tells me
15 that this isn't. So I am kind of left up in the air.

16 Q. Okay. Thank you. Let's move on to Dave --
17 Dave Johnson Unit 4. I think this is the last one.
18 Excuse me. And this is the --

19 A. Excuse me.

20 Q. -- the -- the issue where we had a planned
21 outage that ended up getting extended because the
22 company's contractor, MD&A, had installed the wrong part
23 in an impeller.

24 And I think we have talked about this enough,
25 but -- but I think it would be useful because we've done

1 **it with all the other ones to have you tell me what you**
2 **think the -- the imprudent action here was.**

3 A. Well, fundamentally, the company gave work to
4 a firm that wasn't staffed to do the work properly. Not
5 only wasn't it staffed, but it didn't have the QC
6 controls in place to recognize fundamental errors. I
7 mean, we are talking about a component that was shipped
8 with the wrong impeller, and the -- and the MD&A
9 admitting that they -- that they didn't have the proper
10 quality control checks to make sure that that didn't
11 happen. I mean, that's puzzling.

12 You know, I agree that MD&A, as the company
13 says, they are not a fly by night type of outfit or
14 anything like that. But by the same token, they took
15 work that they weren't prepared to do, by their own
16 admission, and they didn't have the proper procedures in
17 place to make sure that the wrong component didn't go
18 out the door.

19 At the end of the day, we heard a little bit
20 about liquidated damages, and that was the first time I
21 heard about liquidated damages associated with that
22 event. And that's fine, that's a good thing, but it's
23 still not the total exposure. The rest of the exposure
24 is covered by the customers in replacement power cost.

25 **Q. If it had been the company that performed this**

1 work in the way MD&A had performed it, how does that
2 change the analysis or does it in your view?

3 A. I don't think it changes it.

4 Q. Because it's MD&A, we -- we have spent a fair
5 bit of time talking about ways that the company could
6 have mitigated those losses, or -- or -- or planned
7 against those losses as opposed to just eating the
8 costs, I suppose. I don't know.

9 A. Sure.

10 Q. But -- but I think that raises an interesting
11 question of, when the company hires outside contractors
12 to perform certain work, does that insulate the company
13 in a way from the negative effects of somebody making a
14 mistake along the way?

15 A. I mean, that's the compelling concern, that if
16 you take this to the extreme, then the company could
17 simply outsource everything it does, and it's not
18 responsible for anything.

19 Q. And we have, as I mentioned, spent a fair bit
20 of time talking about the company's efforts or what --
21 what the company could have done or did do to mitigate
22 the -- the potential risks here. I am interested in
23 your views about consequential damages provisions or --
24 or provisions that waive consequential damages.

25 I think the company has indicated that -- that

1 including a provision that would allow the company to go
2 after a contractor for, you know, replacement power
3 costs in the event of -- of -- of a mistake would --
4 would be prohibitive. I am interested in your views
5 about that.

6 A. I would agree that it's very costly. I mean,
7 nobody wants the burden of replacement power costs,
8 which is all the more reason to put greater focus on the
9 company's responsibility in its oversight of any
10 third-party vendor, be it through whatever contractual
11 means possible.

12 Whether it's LDs, whether it's consequences,
13 what -- whatever it might be, the company needs to do
14 everything possible to make sure that the customer is
15 getting the value they are expecting from their third
16 party contractor or third party operator owner.

17 MR. RUSSELL: Okay. I think that's all the
18 questions I have. Thank you for your time.

19 CHAIRMAN LEVAR: Okay. Thank you. Rocky
20 Mountain Power, any questions for this witness?

21 MR. MOSCON: Yes.

22 CROSS-EXAMINATION

23 BY MR. MOSCON:

24 Q. Good afternoon, Mr. DiDomenico.

25 A. Good afternoon.

1 Q. I'll be honest that I don't relish taking you
2 through what I count would be the sixth trip through all
3 of these seven outages by my calculation that this group
4 would have listened to today.

5 A. Lucky seven.

6 Q. So I -- I think I might have to go off script
7 a little bit, just for all of our sakes. But before I
8 begin, I want to -- I want to just touch a little bit on
9 your background and your -- your frame of reference. If
10 I understand correctly, you have been working as a
11 consultant for 22 years now. Is that right?

12 A. That's about right. 22, 23.

13 Q. You haven't worked for a utility company since
14 1997; is that right?

15 A. Sounds about right.

16 Q. So when we are talking today about what is
17 standard practice and how utilities do this or do that,
18 any change since 1997 at least is something that you
19 would have just kind of learned academically, for lack
20 of a better word, rather than something where you can
21 say, yes, I was there when we made that change in 2011?

22 A. Well, certainly just research is part of it,
23 but you are neglecting the fact that in my career as a
24 consultant, I have been essentially an advisor to those
25 very same electric utility customers from an advisory

1 strategic perspective, whether it's in the care and
2 feeding of their equipment, asset management related
3 responsibilities, organizational responsibilities,
4 reliability related questions.

5 I deal with clients, mainly utility clients,
6 not as much with commissions, relative to issues related
7 to performance and capital investment.

8 Q. And sure, and that's, I guess, what I mean
9 about academically. You have been there. You have seen
10 it. You have studied it. You haven't been working at a
11 utility since the mid nineties; is that right?

12 A. True enough.

13 Q. All right. There's -- there's one area,
14 and -- and I may just be -- just to make the point,
15 belabor our very first outage that we have probably
16 heard the most about, because again, it kind of makes a
17 point that stays consistent with the other outages.

18 A. Sure.

19 Q. And just because I already have it open
20 because Mr. Russell turned us to it, I am going to ask
21 you, and any that care to follow, to turn to page 24 in
22 your confidential report. It was attached to your first
23 filed testimony.

24 A. 24, yes.

25 Q. Page 24. That's where the -- what you refer

1 to as avoidable outages begin, right?

2 A. Correct.

3 Q. Okay. Now, when you were answering some
4 questions of Mr. Russell, I -- I wrote something down,
5 and I -- I tried to write exactly what you were saying.
6 But I could have missed a word or two, but it, it really
7 struck me about something.

8 You -- you recall when you were asked, is cost
9 something that you took into consideration? And I
10 heard -- understood you to essentially say, not really.
11 I just looked at should this have happened or that have
12 happened. I wasn't considering costs, right?

13 A. That's correct.

14 Q. But you also agreed that a utility in the real
15 world, when it needs to make decisions, has to balance
16 cost with risk. Is that correct?

17 A. I would agree.

18 Q. And so the recommendations that you have made
19 about prudence, of course, are not necessarily the same
20 that a company would make, because while you are saying,
21 I made these determinations without considering costs,
22 of course, this utility or any utility must consider
23 cost, correct?

24 A. Correct.

25 Q. You are not a lawyer, I understand. Are you

1 familiar with a phrase, strict liability?

2 A. Just generally.

3 Q. The thing that I wrote down is, when we were
4 talking about the Craig Unit 2, this is, of course, is
5 the famous bolt that came out, near -- near the end you
6 had a statement. And you wrote -- or I tried to write
7 what you said. The bolt wasn't there. I don't know
8 why, so the company should be responsible.

9 I mean, you were summarizing a lot.

10 Obviously, you had more to it than that.

11 A. Yeah, it went a little it deeper than that,
12 but yes.

13 Q. You understand that. And to me as a lawyer,
14 that is the essence of strict liability, which is, I
15 don't know whether there's negligence or not, but
16 something happened. I have to pick someone to blame, so
17 I am going to hold the company responsible. And that's
18 the point that I'd like to explore a little bit with our
19 questions, okay?

20 A. But I don't think that's a fair
21 characterization, but okay. Go ahead.

22 Q. But those -- I mean, in this case, you don't
23 know, like we don't know, no one -- you don't know why
24 the bolt came out, correct? Or the plug, I shouldn't
25 say the bolt.

1 A. You're right. But do I have -- can I clarify?

2 Q. Sure.

3 A. The company's fundamental position is that
4 there were procedures in place that were followed.

5 Q. Uh-huh, yes.

6 A. Right. That's on the record. I maintain that
7 if there are procedures in place, and the bolt -- the
8 bolt falls out, somebody didn't do their job right,
9 right? There's a -- there's a problem there. That's
10 not strict liability. That's somebody not following
11 procedure. There is no procedure that says, loosely put
12 in this bolt and hope it stays in there.

13 Q. So the logical conclusion is, if something
14 goes wrong, anything goes wrong in a plant anywhere,
15 somebody didn't do their job because bolts or cables or
16 lines or things, things don't just happen, right?

17 A. Most of the time that is correct.

18 Q. And again, to me, I am saying, strict
19 liability. Something goes wrong, I am going to surmise
20 somebody must have done something wrong. I don't know
21 what, but somebody must have done something wrong?

22 A. In this case -- I'm -- I'm not sure I am
23 following your -- your line of thinking 100 percent. I
24 get the gist of what you are saying, but I am not trying
25 to imply that no matter what happens it's somebody's

1 fault.

2 What I am saying is, in this situation there
3 were procedures in place that weren't followed. If
4 you -- if you have procedures in place that -- that
5 someone doesn't follow, that's a problem.

6 **Q. Okay. Well, let's actually go through the**
7 **procedures and see which ones weren't followed. Okay.**
8 **For -- for Craig Unit 2, you agree with me, don't you,**
9 **that the seal, the -- the whatever we call it, the**
10 **silicone.**

11 A. Silicone.

12 **Q. That was put in place, right?**

13 A. Yes.

14 **Q. That procedure was followed, right?**

15 A. You know, that's the problem with this
16 particular outage, as I have already mentioned. There
17 was no detailed, at least nothing that was provided to
18 us, in terms of detailed root cause analysis as to what
19 actually happened.

20 I'm -- I'm -- I'm dealing with a void of
21 information, and I'm -- I'm picking up bits and pieces
22 from testimony here today. But by and large, just my
23 general background in -- in being in this industry, GE
24 is not working on a generator without procedures for the
25 proper installation of these bolts, right? These plugs,

1 excuse me. So I am surmising that. I have no evidence
2 to that effect.

3 Q. I want to follow through then. Am I correct
4 then that for this Craig Unit 2, I -- I thought you said
5 earlier, procedures and policies were in place and they
6 weren't followed. I now kind of understand you to
7 say --

8 A. That's what the company told me.

9 Q. Yes. But are you able, as you sit here today,
10 to articulate, here is the procedure that wasn't
11 followed?

12 A. No.

13 Q. Okay. In fact, we know that the bolt got put
14 back in, right?

15 A. Yes.

16 Q. We know that it got tightened to some -- the
17 bolt, the plug, we know it got tightened to some degree,
18 right?

19 A. Logically.

20 Q. We know that there was not just an assumption
21 that they were put in, because we know that there was
22 actually a test to make sure that this thing sealed up,
23 right?

24 A. Yes.

25 Q. We know it was pressurized to 48 psi, right?

1 A. Yes.

2 Q. And maintained pressure for 24 hours, right?

3 A. Correct.

4 Q. And then someone went to see, is it leaking,
5 right, and it was not leaking, right?

6 A. Yeah. I think it was within 24 hours it
7 started leaking.

8 Q. Well, we know --

9 A. The second 24 hours.

10 Q. Okay. We know that for the test it didn't
11 leak, there was no leaking at the pressurization test,
12 right?

13 A. Correct.

14 Q. Okay. So we know that it was put on. It was
15 tightened. There was a visual inspection. There was
16 beyond a visual inspection. There was a pressurization
17 inspection, followed by a visual inspection of looking
18 for leaks, and all of those things passed, right?

19 A. I don't know that we know there was a visual
20 inspection.

21 Q. How else would they determine whether it was
22 leaking?

23 A. From the pressure test perspective. At the
24 time of the test, yes, they did a pressure test, I
25 agree.

1 Q. Okay.

2 A. But you are talking about at the onset before
3 they put it back together again. Are you saying that
4 someone looked at it to make sure that everything was
5 the way it was supposed to be before it was reassembled?

6 Q. I know I am also surmising that when they
7 pressurized it to see if it was leaking, someone walked
8 up to it and said, I am looking at the plugs, and are
9 they leaking, yes or no, right?

10 A. Yes.

11 Q. Okay.

12 A. The answer is yes.

13 Q. So we know that some eyes were put on this
14 thing, right?

15 A. On the equipment.

16 Q. Yes.

17 A. I don't know about the plugs themselves.

18 Q. And so what I am saying is, you cannot, as you
19 sit here, point to a point in that timeline and say,
20 right there is where the utility, Rocky Mountain Power,
21 messed up, right?

22 A. Agreed.

23 Q. Just for sake of time and brevity and because
24 we have been through this a little bit, I am going to
25 combine the Dave Johnston Unit 3 April and September

1 outages. I know they are different outages, but we have
2 kind of been through this a little bit before.

3 One thing that you have said today on the
4 stand is that one of your recommendations for a
5 disallowance is because the company had been repeatedly
6 warned by its metallurgist and ignored that, and I'd
7 like to draw your attention to, if you are looking at
8 page 25, the third from the bottom paragraph that begins
9 "The repeat nature." Do you see that?

10 A. The -- the second paragraph.

11 Q. Well, I guess depending if you call the
12 duration of this outage as a paragraph.

13 A. Okay. The repeat nature, I got it.

14 Q. Right. Okay. So will you just -- in fact I
15 don't think there's anything in that paragraph that's
16 confidential. I'll ask anybody to speak up if there is,
17 but I was just going to ask you to just read that
18 paragraph for us, the repeat nature.

19 A. "The repeat nature of the outage event
20 combined with the company's lack of attention to
21 modifying its deslagging practices, despite being
22 forewarned that such practices were a precipitating
23 cause of failures, is unacceptable, avoidable and a
24 cause of disallowance recommendation."

25 Q. Okay. And the warning that you are referring

1 to that you quote actually up in the true second
2 paragraph of this page is the IEC's June 16th, 2017,
3 metallurgical report; is that correct?

4 A. Yes.

5 Q. Okay. So when you say that the company was
6 ignoring the forewarning that it received from its
7 metallurgist, you were mistaken, are you not, because
8 Mr. Ralston has indicated that in fact they had already
9 done what the metallurgist recommended in 2017, six
10 years prior in 2011?

11 A. The only point I would make is that this
12 report was produced before that information was
13 available.

14 Q. This report. Oh, you mean your report --

15 A. Correct.

16 Q. -- we are looking at. Oh, what you are saying
17 is the reason you wrote what we just read is because you
18 didn't know that the company had already done that back
19 in 2011?

20 A. Not in the supplemental -- this was
21 supplemental information that was provided.

22 Q. Okay. I understand. So you would agree with
23 me that the rationale that you put here in your report
24 is incorrect?

25 A. It's -- it's incorrect if you take on face

1 value the testimony that Mr. Ralston gave.

2 Q. Okay. And not just what you have written
3 here, but the times that you have said today here
4 sitting in that chair about how the company was
5 repeatedly warned by its metallurgist and didn't comply,
6 that was also incorrect, wasn't it?

7 A. Yes. Based on the most recent testimony, it's
8 true. But again, I want to -- I want to make sure we
9 understand each other. I don't understand why the
10 metallurgist in 2017 keeps harping on the company
11 changing its practices that the company has said they
12 changed back before 2011.

13 Q. So your recommendation to this commission is
14 that they charge the company a lot of money because you
15 don't understand why a metallurgist said that in his
16 report in 2017?

17 A. I think you are trivializing what I am trying
18 to say. It is very confusing to see that a metallurgist
19 that is a partner in this with the company, for some
20 reason has no idea what the company's blasting practices
21 are.

22 Q. Is this a possibility, and I -- and I realize
23 because I don't want it to seem like I am
24 trivializing. I realize I am going to ask you a
25 question that neither you or I know the answer to.

1 **Is it possible that simply a metallurgist,**
2 **like a lot of hired professionals getting a piece of**
3 **metal has almost a boilerplate report that kind of like**
4 **sticks in a paragraph that says, I see this, it could be**
5 **this. By the way if you are not doing it already, you**
6 **should go to this route?**

7 A. You know, I -- I hate is-it-possible
8 questions, because I think pretty much anything is
9 possible. But I would say this, that in my experience
10 working with metallurgists, and I have in my career,
11 it's not -- if -- if that's the way it's working, then
12 you need to change the way the partnership is working.

13 There's no point in sending out and paying
14 good money to have a metallurgist give you generic
15 solutions to problems that you are not going to pay any
16 attention to.

17 **Q. As you sit here with your years of experience**
18 **that you have described, you've provided no information**
19 **in your report that using detonation cord to deslag to**
20 **protect for the safety of workers is outside of industry**
21 **standard, correct?**

22 A. No, not -- not at all. It is industry
23 standard.

24 **Q. All right. Let's jump forward then to the**
25 **Huntington 1, which is the May 3rd thing I've combined.**

1 We did Greg 2, Dave Johnston 3, the two outages. The
2 next one is the Huntington unit. In your report it's on
3 page 26.

4 A. Yes.

5 Q. Again, there was a line of questioning about,
6 by Mr. Russell about the cost associated, and when you
7 would do this, and when you wouldn't do it. And if I
8 understood you correctly, you said words to the
9 effect -- this wasn't a quote -- look, something
10 happened. There was one failure in around 2008, 2011,
11 whenever, and then nothing really changes between No. 3
12 and No. 4. But then all of a sudden at No. 4, the
13 company moves into action.

14 And I guess my question to you is, is that a
15 mistake? Is that an error? Is there a reason why -- is
16 there some industry standard that you can refer us to
17 that says you should do it at incident No. 3 not
18 incident No. 4?

19 A. There is no industry standard to that effect.
20 But from a general experience perspective, the company
21 knows full well the extent of the problem with
22 dissimilar metal welds. It's an industry problem. It's
23 not unique to any particular company.

24 You know you have the problem. You know you
25 have that type of equipment. It starts to fail. Why

1 are we waiting until the fourth outage before we
2 determine the extent of the problem? I am not saying
3 replace it. I am saying determine the extent of the
4 problem.

5 After outage No. 3, it was too expensive to do
6 the testing. Outage 4, we do the testing, it's not a
7 problem. I am saying you should do it sooner. You
8 could have done it sooner.

9 **Q. The testing, not the replacement?**

10 A. Not the replacement. I am talking about the
11 testing. The -- the imprudent part of this is that
12 because we have delayed in testing, in determining the
13 extent of the problem, we are now locked into 2022, 14
14 years after this problem first manifests itself, before
15 we are actually going to implement a complete solution.

16 **Q. You were here when Mr. Ralston testified about**
17 **the 1 percent failure rate.**

18 A. Sure.

19 **Q. And about the approximate \$2 million cost?**

20 A. Understood.

21 **Q. And you have agreed several times about a**
22 **utility needing to balance what could happen with the**
23 **cost to mitigate it, right?**

24 A. Agreed.

25 **Q. I just want to know, yes or no, because I**

1 didn't see it in your report, but for this commission to
2 consider, is it your opinion that it was imprudent for
3 this utility, after only three incidents, to say, we are
4 going to take something that is less than a 1 percent
5 failure rate, that would cost more than \$2 million to
6 fix and not have it scheduled yet?

7 Is that imprudent to make that decision, to
8 say we're -- we're going to delay a \$2 million expense
9 when we only have a 1 percent failure rate?

10 A. On the face of that, no. But that's not what
11 I am talking about. I am talking about assessing the
12 degree of the problem that you have. They -- they --
13 the company was well aware of the problem. Once the,
14 the outages started to manifest themselves, they could
15 have done the testing to determine the degree of the
16 problem after the first outage, after the second outage,
17 after the third outage.

18 But they waited until after the fourth outage
19 before they were motivated to do the testing required to
20 determine, to even determine the condition. Prior to
21 2018, they had nothing viable to tell them what the
22 condition of that equipment was. The reheater, I
23 believe.

24 Q. Well, let's actually look back. There was an
25 outage in 2018, right?

1 A. There was.

2 Q. The one before that was in 2014, right?

3 A. Yep. Four -- every four years to my
4 understanding.

5 Q. Which means at that outage, they had only had
6 two weld failures, right?

7 A. Yes.

8 Q. And so at the last outage, you know, going
9 back before this one, they had only had two times in
10 their history where they had had a problem with this; is
11 that right?

12 A. Yes. But again, it's a problem. It's --
13 it's -- you don't have to wait for a problem to
14 materialize before you address the concern, right?
15 That's -- that's what -- that's what we are talking
16 about here. It's a matter of being prudent about the --
17 the investigation of the problem before it manifests
18 itself.

19 We heard about hockey curves a little while
20 ago. This is the type of problem that can overnight
21 become a major concern, in rapid order, potentially.
22 And this is not a secret. This is not my testimony.
23 This is industry information, well known industry
24 information.

25 So all I am suggesting is, they could have

1 determined the extent of the problem sooner, and if they
2 had, potentially, they could have scheduled a
3 replacement for 2018. Assuming -- a lot of assuming
4 going on here, assuming that the condition that was
5 found from their testing indicated it warranted that
6 kind of replacement.

7 Apparently 2018 testing basically said you
8 ought to do this because I understand it's scheduled for
9 replacement in 2022.

10 **Q.** Would you agree with me, before we move on
11 from this point, that even if the company had done that
12 and had scheduled a 20 -- this to be part of the 2018
13 outage, none of that would have prevented the 2017
14 outage that occurred?

15 A. That's correct.

16 **Q.** All right. I apologize for the delay. I am
17 trying to figure out which of these paths you have been
18 drug down two or three times, or the commission has four
19 or five times already. Let's -- let's talk for a minute
20 about Jim Bridger Unit 3, and this, just so we're clear,
21 is the -- the underground wire that gets flooded?

22 A. Yeah, the heat. I'm sorry. Okay, the
23 underground wire.

24 **Q.** The conduit, that, you know, the pull that
25 everybody's presuming something gets damaged in when

1 it's getting pulled and then it floods that way?

2 A. Yes.

3 Q. In questioning from Mr. Russell, you indicated
4 that, okay, if I understood correctly, you conceded fair
5 enough, I agree there's no visible way that this
6 company, or a similar utility, would have known that
7 conduit got damaged when it was -- or cable got damaged
8 when it was being pulled through the conduit. So your
9 suggestion is there ought to be regular tests.

10 I take it just like the -- the cost question
11 that we covered at the beginning, you have not put any
12 kind of pen to paper to consider how many cables and how
13 many conduits this company has, and how much time or
14 money it would take to run around and test every piece
15 of electrical cable that goes through a conduit?

16 A. I haven't done that analysis, no.

17 Q. Are you able to cite for us today any industry
18 standard that says, utilities should go and test their
19 electric cables, even though they are operational, every
20 X period of time, just in case something's going on that
21 we can't see?

22 A. I can't point to anything specific, no.

23 Q. Let's move to the -- the last outage, which is
24 the Dave Johnson Unit 4, March 17th. So we're all on
25 it, this is the MD&A wrong impeller gets sent back.

1 Okay. And I don't think, again, the facts are in
2 dispute, wrong impeller gets sent back.

3 Would you agree with me that the company
4 was -- well, I guess, I may have to ask you whether you
5 are aware of any evidence that would contradict this,
6 because I don't know what's been provided to you, so I
7 will ask and then you can fill in the blanks.

8 Are you aware of any evidence that would
9 indicate that this company, Rocky Mountain Power, failed
10 to administer the contract that it had with MD&A
11 properly?

12 A. I, I have no information either way.

13 Q. Are you aware of any information that
14 indicates that it failed to monitor the activities of
15 its contractor?

16 A. Again, no information.

17 Q. Okay. Are you -- and you provide no evidence
18 that they failed to provide oversight there at the job
19 site where the contractor was performing the work,
20 right?

21 A. I -- I have no evidence to that effect, no.

22 Q. In fact, when the piece of equipment actually
23 shows up at the plant is when there is an inspection and
24 it's discovered, we got the wrong piece of equipment,
25 right?

1 A. Right. Yes, correct.

2 Q. And so the only way that the power company
3 could have prevented this is literally if it had been
4 back at MDA's factory watching the guy put which
5 impeller in which box that he mailed out; is that right?

6 A. Yes, to a degree that's correct. The -- the
7 notion, just -- just to be clear, the notion of the
8 utility going to a factory site to check on the status
9 of its work is not foreign. That -- that is done all
10 the time.

11 Now, do I know whether the company did that or
12 not? I don't. I don't know either way. But I am
13 speculating that if they had, it would have seen
14 problems.

15 Q. But if I represent to you that in fact -- but
16 you are correct, the company does and did, you have no
17 reason to dispute that, right?

18 A. (Witness shakes head.)

19 Q. And so you, again, cannot point to any
20 specific process or procedure that Rocky Mountain Power
21 did that did not meet industry standard?

22 A. I can't point to anything specific there, no.

23 Q. The next topic that you cover in your report
24 that we have discussed here is the third-party
25 operators, and you -- again, I am going to paraphrase,

1 but words to the effect that the participation agreement
2 that the company has entered into with Tri-State is
3 deficient because the customers are left kind of at risk
4 because the company is unable to enforce certain things
5 against Tri-State.

6 Again, I know you didn't state those exacts
7 words, but I am just trying to make that point. Is that
8 a general paraphrase?

9 A. The general notion that the customer is on the
10 hook for everything that happens, that goes wrong from a
11 replacement cost power perspective.

12 Q. And you didn't disagree when asked by others
13 about whether shifting all of the risk to an operator
14 would in fact increase the amount that an operator would
15 want to charge for its services, right?

16 A. Yes. Potentially, yes.

17 Q. And are you aware of the fact that the
18 specific participation agreement that you are referring
19 to, the Tri-State agreement, was subject to review by
20 your client, the DPU, and also later by this commission?

21 A. I am not aware of that.

22 Q. Can I take a one minute just to go through and
23 see what I have skipped? I have been kind of bouncing
24 around here. Hold on a minute.

25 That's it for now. That's all the questions.

1 Thank you, Mr. DiDomenico.

2 CHAIRMAN LEVAR: Okay. Thank you. Any
3 redirect, Mr. Jetter?

4 MR. JETTER: I'll try to keep this very brief.
5 A little bit of redirect.

6 REDIRECT EXAMINATION

7 BY MR. JETTER:

8 Q. I'd like to just reference back to the missing
9 plug. Starting out my question, I understand that this
10 is a -- I am trying to make this not a legal question.

11 Was your understanding of your task or your --
12 your -- your job as -- as it was outlined by the
13 Division of Public Utilities, to bear the burden of
14 proof that something was imprudent, or -- or was it
15 asked of you to demonstrate that the company had failed
16 to meet a burden of proof that it has?

17 A. It was my understanding that it wasn't my
18 charge to prove -- prove the burden of proof. The
19 burden of proof rests with the company.

20 Q. Thank you.

21 A. That's my understanding.

22 Q. And additionally, is it your understanding
23 that GE, who installed the plugs, admitted fault?

24 A. Yes.

25 Q. And do you think that they would have done

1 that because they are nice people?

2 MR. MOSCON: Calls for speculation of course.

3 A. No, not likely.

4 Q. (By Mr. Jetter) Thank you. Sort of the same
5 line of questions regarding the impeller. Was it your
6 task, were you tasked by the division to seek out the
7 reason that the impeller showed up, which was an
8 incorrect impeller?

9 A. No.

10 Q. And is it -- is it your understanding from the
11 data responses from the company that it was visually the
12 incorrect part?

13 A. It was visually identified as the incorrect
14 part once it got to the plant.

15 MR. JETTER: Okay. I don't think I have -- I
16 don't have any further questions.

17 CHAIRMAN LEVAR: Okay. And maybe it's too
18 late, but I am going to sustain the objection to the
19 question about GE's motive.

20 MR. MOSCON: Thanks.

21 CHAIRMAN LEVAR: So that sustaining is on the
22 record. You have nothing further?

23 MR. JETTER: Nothing.

24 CHAIRMAN LEVAR: Any -- any recross,
25 Mr. Russell or Mr. Moscon?

1 MR. MOSCON: No, thank you.

2 CHAIRMAN LEVAR: Why don't we take a 10 minute
3 break before commissioner questions for Mr. DiDomenico.
4 So we'll come back at five minutes until four.

5 Yeah. Well, yeah, we probably won't take
6 another break before we have our conversation about
7 legal standards that we discussed earlier this morning,
8 so we'll be in recess for 10 minutes.

9 (Recess from 3:45 p.m. to 3:55 p.m.)

10 CHAIRMAN LEVAR: Okay. We're back on the
11 record. I think we are finished with all direct and
12 cross and redirect for Mr. DiDomenico, and we're ready
13 for commissioner questions. If I am mistaken about
14 that, somebody let me know. Okay. Commissioner Clark,
15 do you have any questions for him?

16 COMMISSIONER CLARK: I do have a question.

17 EXAMINATION

18 BY COMMISSIONER CLARK:

19 Q. I think it might boil down what I have heard
20 you say about the Craig Unit 2 plug situation. I think
21 what you have told us is that because there wasn't root
22 cause analysis, you are left with no explanation,
23 really, for why the plug came out. And is that -- is
24 that --

25 A. I would agree. No detailed explanation as to

1 why it came out.

2 Q. Right. Right.

3 A. We're left with supposition.

4 Q. That it vibrated out?

5 A. Maybe. It was a defective plug, maybe.

6 Q. So that -- maybe you started to answer my
7 question. My -- my question is, what -- what would a
8 root cause analysis potentially have revealed that would
9 be useful? Or in other words, could -- could we --
10 could we learn -- what could we learn from -- from --
11 from a root cause analysis?

12 I mean that's -- that's -- that's what I am
13 asking. And as I am thinking about this, I am thinking,
14 well, maybe the plug was defective, I guess, is
15 something we might know.

16 A. I mean, fundamentally, we want to try to
17 understand what drove, what occurred. We want to
18 understand the true mechanism, not just, hey, we -- hey,
19 look, we found a plug on the ground. That must have
20 been it. I mean, because that's what we have right now.
21 I mean, that's -- that's the full nature of it.

22 Would it be helpful to understand in detail
23 what procedures were or weren't followed? Would it be
24 helpful to understand what the boots on the ground, so
25 to speak, actually did that day? How -- how was it

1 handled? What procedures were in place? Was there some
2 workmanship issue beyond just the plug? What -- what --
3 we don't know, we are left to sheer speculation in that
4 regard.

5 And -- and on top that of that, you talk about
6 defective plugs. You know, one question I would love to
7 ask GE is, what did you do differently the second time
8 around to put the plug back that you didn't do the first
9 time around? I don't have an answer for that.

10 **Q. We know that there was a pressure test and**
11 **that for 24 hours it --**

12 A. It held, yeah.

13 **Q. The -- the plug held?**

14 A. And that is standard operating procedure.
15 I'm -- I'm not denying that that's -- that's an
16 indicator. But it's also very questionable when 24
17 hours later, when the unit has just started -- starts to
18 ramp up to normal operation, that a plug falls out.
19 That isn't normal. That's not what's supposed to
20 happen.

21 And, again, keep in mind this is a critical
22 system we're talking about. You know, leaking hydrogen
23 is not something to be taken lightly. This is a system
24 that gets paid attention to. So when they're doing the
25 repair, what exactly went on? I don't know. Just left

1 with questions.

2 COMMISSIONER CLARK: Thank you.

3 THE WITNESS: Thank you.

4 CHAIRMAN LEVAR: Commissioner White?

5 COMMISSIONER WHITE: Yeah.

6 EXAMINATION

7 BY COMMISSIONER WHITE:

8 Q. Good afternoon. Just a couple quick
9 questions. There was -- there was some dialogue
10 between, I believe it was between yourself and Mr.
11 Moscon about kind of a -- I believe that there was
12 agreement on your part there was, from a prudent utility
13 operator standpoint, a cost benefit analysis goes into
14 play and that's --

15 A. Yes, I agree.

16 Q. I -- I was just intrigued by, I think you
17 mentioned, maybe I misheard you, that there was -- you
18 said there was -- in that context there was potential
19 for a sharing type analysis. Is that what -- help me
20 understand, or maybe give me a little bit more meat to
21 the bone on that.

22 A. Well, I mean, fundamentally we are talking
23 about risk, right? The risk of poor operation. The
24 risk of power costs, just risk in general. So now,
25 whether that risk gets shifted 100 percent from party A

1 to party B to party C, or is it split amongst the
2 parties as a possibility?

3 Because I think it was in the context of
4 what -- what could possibly we do. Sharing would be --
5 would be one possibility. Sharing that risk. See, I
6 keep coming back to the fact that the company is best
7 positioned to make whatever assessments need to be made.
8 There's no doubt about that. Not their third-party
9 contractor, not -- not anybody. The company -- the
10 company itself is in the best position to look out for
11 the best interests of its customers.

12 And yes, it costs a great deal. It costs more
13 to ensure against those risks, but that isn't a reason
14 to just de facto assume that you are not going to do --
15 that you shouldn't do it. There's no analysis. We just
16 have the broad statement that it costs a lot of money,
17 therefore we don't do it. There's no analysis that
18 supports that, other than, you know, general experience.

19 So, yes, is there a possibility for cost
20 sharing, maybe sharing between the customer and the
21 company, maybe sharing between third party, all of them.
22 You know, we heard earlier about all the players
23 involved, right? With -- with the plug situation, we
24 talk about, you know, Rocky Mountain or PacifiCorp
25 followed by Tri-State followed by GE, followed by I

1 think it's APM, the millwright.

2 None of those parties are claiming replacement
3 power costs concerns. It's all about the customer. So
4 there needs to be a way to more formally integrate that
5 into what's going on.

6 Because I'll tell you, nothing -- nothing
7 affects the way the utility operates -- we talk about a
8 cost benefit analysis. If part of their cost benefit
9 analysis is the risk of incurring replacement power cost
10 penalties, that factors into their decision making. If
11 they have no risk of replacement power cost penalties,
12 it's easier -- it's easier to defer doing something.
13 Makes sense.

14 Q. So you -- you're suggesting like on an
15 outage-by-outage basis we -- we could potentially look
16 at the allocation of risk and potentially --

17 A. Potentially.

18 Q. I just want to ask you one more -- I just want
19 to give you an opportunity, the same opportunity I gave
20 Mr. Ralston, which is, you know, we are -- we're trying
21 to put ourselves, I guess, in the shoes of a prudent
22 utility operator and look at the facts at hand that were
23 known and are available, I guess, at the time and then
24 compare it against whatever the quote, unquote, prudent
25 standard is.

1 **Is there anything else we should be looking at**
2 **beyond -- I mean, it sounds like from Mr. Ralston's**
3 **testimony, that much of his operational expertise and**
4 **experience came into play into making decisions. Is**
5 **there something else we should be looking at, because --**
6 **EPRI, anything else beyond that?**

7 A. Well, certainly, yeah. I mean, there are --
8 there is certainly industry information. There is other
9 jurisdictions and how they are handling this. You know,
10 unfortunately our industry has a lot of buzz words to
11 cover things that are very gray, you know, best utility
12 practices, you know, being one of them.

13 So there is no standard that you say -- the
14 standard is what you make it as a commission. You
15 make -- you're going to make the standard, whatever it
16 is. And it might be useful to compare what other --
17 what other jurisdictions are doing from a commission
18 perspective. There -- there are precedents out there.

19 COMMISSIONER WHITE: Okay. That's all the
20 questions I have. Thank you.

21 CHAIRMAN LEVAR: And I don't have anything
22 else. Thank you, Mr. DiDomenico.

23 THE WITNESS: Thank you.

24 CHAIRMAN LEVAR: Anything further from any
25 party? I am not seeing anything. Well, Rocky Mountain

1 Power, do you want to go first on having an informal
2 conversation about if you want to give us any of your
3 thoughts on the legal standards we talked about in the
4 beginning here?

5 MR. MOSCON: Yes. And let me represent that
6 the parties have throughout the day talked about this
7 and what would be useful, so let me -- I am going to
8 make a proposal that is not mine. This is a joint
9 proposal, but if the commission wants to reject it, of
10 course, that's up to the commission.

11 Because every -- all the parties kind of want
12 to not just say, well, here is what we think or here is
13 what we would argue, but to actually provide useful
14 information to the commission and to be correct.

15 What we would propose is as follows: The
16 company pay to receive an expedited transcript of
17 today's hearing. Let's assume that takes a week, to
18 then give the parties essentially two to two and a half
19 weeks to draft briefs that are 10 to 15 pages in length.
20 We'll follow whatever the commission says. We want to
21 put an end on it so parties aren't just going on and on.

22 So let's just call that March 1st is when
23 those briefs would be due by the time you get the
24 transcript and then the briefing, and then ask that the
25 commission make a decision, using those briefs, by the

1 end of March.

2 We recognize that that is after the next EBA
3 filing, and the company recognizes that it's possible
4 that would require the company to file an adjustment,
5 you know, one or two weeks later. The company is also
6 willing to consider filing late, but that changes
7 within -- I mean, that's kind of complicated so it's
8 probably most likely that that the company files on time
9 and then makes an adjustment if necessary.

10 Of course, the company is willing to have the
11 commission make a decision before then, but we recognize
12 it takes time to make a decision and get an order out.
13 And I think, I would like them to respond, but there's
14 consensus on this with -- with the other parties.

15 CHAIRMAN LEVAR: Okay. Anyone else have
16 anything to add?

17 MR. JETTER: No. Just -- just to confirm our
18 agreement. It's a single round all at the same time.
19 Relatively short.

20 CHAIRMAN LEVAR: You want a page limit? Let
21 me just make sure I am understanding that. A page limit
22 is desired?

23 MR. JETTER: I -- I think we would prefer one.

24 MR. MOSCON: Save us from ourselves.

25 CHAIRMAN LEVAR: It is universally on 10 or

1 15, because that's really not -- not an issue to any of
2 the three of us, but you tell us what you want it to be,
3 and we'll say that.

4 MR. RUSSELL: I would prefer a 10 page limit,
5 but I think the scope that UAE intends to -- of a brief
6 that UAE intends to submit might be a little bit
7 different than what the company or the division may
8 intend to submit. I think we are just going to focus on
9 what we think the standard is without looking at the
10 transcript or submitting facts, but the others are free
11 to do however they want to.

12 MR. MOSCON: I bill by the hour. I'm
13 contractually obligated to ask for 15 over 10. But
14 otherwise, I think it also makes sense just to have that
15 if we need it.

16 CHAIRMAN LEVAR: Okay. And -- I, I think -- I
17 think I can represent from the commission if we are
18 talking about briefs filed by March 1st, hoping for a
19 decision by the end of March, I think we can commit to
20 that. And if it's sooner than that, great, but I think
21 we can make as firm a commitment as we could ever make
22 to end of March under that time frame.

23 Do we need a written scheduling order for
24 this, or is doing this verbally here for the parties who
25 are present? Does anybody see a need for a written

1 scheduling order?

2 MR. JETTER: I don't think so. The only
3 question I have is -- is, I know that the Office of
4 Consumer Services is a party by -- by statute, I
5 believe. I don't -- and I think they have also
6 participated at some level. I -- I would assume that
7 they may have the opportunity, if they wanted.

8 CHAIRMAN LEVAR: Sure. Just to -- to -- to --
9 to -- to avoid any complicated issue, I think we'll just
10 issue a written scheduling order to that effect. So I
11 don't have my calendar in front of me, but are we -- are
12 we talking March 1st? And what -- what day of the week
13 is March 1st? Is that -- is that a weekday?

14 MR. JETTER: That's a Friday.

15 CHAIRMAN LEVAR: Okay. Is that our due date
16 then for -- for 15 page maximum briefs?

17 MS. HOGLE: Yes.

18 CHAIRMAN LEVAR: Okay. Any other matters?
19 Okay. We are adjourned, and we will issue a scheduling
20 order in the next day or two.

21 MR. MOSCON: Thank you.

22 (The hearing concluded at 4:08 p.m.)

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C E R T I F I C A T E


STATE OF UTAH)
COUNTY OF SALT LAKE)

THIS IS TO CERTIFY that the foregoing proceedings were taken before me, Teri Hansen Cronenwett, Certified Realtime Reporter, Registered Merit Reporter and Notary Public in and for the State of Utah.

That the proceedings were reported by me in Stenotype, and thereafter transcribed by computer under my supervision, and that a full, true, and correct transcription is set forth in the foregoing pages, numbered 5 through 210 inclusive.

I further certify that I am not of kin or otherwise associated with any of the parties to said cause of action, and that I am not interested in the event thereof.

WITNESS MY HAND and official seal at Salt Lake City, Utah, this 12th day of February, 2019.


Teri Hansen Cronenwett, CRR, RMR
License No. 91-109812-7801

My commission expires:
January 19, 2023

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