

**In the Matter Of:**

In Re: RMP - Master ESA with Utah Refractories Corporation

**HEARING, DOCKET NO. 19-035-09**

*June 25, 2019*

*Job Number: 537408*

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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Application of Rocky	)	Docket No. 19-035-09
Mountain Power for	)	
approval of the Master	)	HEARING
Electric Service Agreement	)	
between PacifiCorp and	)	
Utah Refractories	)	
Corporation	)	

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June 25, 2019  
10:00 a.m.

Location: Public Service Commission  
160 East 300 South, 4th Floor  
Salt Lake City, UT 84111  
(801) 530-6769

Reporter: Teri Hansen Cronenwett  
Certified Realtime Reporter, Registered Merit Reporter

A P P E A R A N C E S

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Presiding Officer: Thad LeVar

For the Division of Public Utilities and the Office of Consumer Services: Robert Moore  
Assistant Attorney General  
160 East 300 South, Fifth Floor  
P.O. Box 140857  
Salt Lake City, UT 84114-0857  
(801) 366-0353  
rmoore@agutah.gov

For Rocky Mountain Power: Daniel E. Solander  
Jana Saba  
Rocky Mountain Power  
1407 West North Temple  
Suite 320  
Salt Lake City, Utah 84116  
(801) 220-4014  
(801) 220-3299 Fax  
daniel.solander@pacificorp.com  
jana.saba@pacificorp.com

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1 June 25, 2019

10:00 a.m.

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

3 PRESIDING OFFICER LEVAR: Okay. Good morning.

4 We're here for Public Service Commission Docket  
5 19-35-09, the Application of Rocky Mountain Power for  
6 approval of a Master Electric Service Agreement between  
7 PacifiCorp and Utah Refractories Corporation. My name  
8 is Thad LeVar, and I will be conducting the hearing for  
9 today.

10 Do you want to make an appearance for Rocky  
11 Mountain Power?

12 MR. SOLANDER: Yes. Thank you, Chairman  
13 LeVar. Daniel Solander representing Rocky Mountain  
14 Power, and I have with me at counsel table Jana Saba,  
15 regulatory affairs manager for Rocky Mountain Power.

16 PRESIDING OFFICER LEVAR: Okay. Thank you.  
17 Mr. Moore?

18 MR. MOORE: Robert Moore. I will be  
19 introducing the witnesses for both the division and the  
20 office. With -- here at counsel table, with the  
21 division is David Williams and with the office is Cheryl  
22 Murray.

23 PRESIDING OFFICER LEVAR: Okay. Thank you.  
24 Anything else we need to address before we go to  
25 Mr. Solander and Ms. Saba? And is there any objection

1 from you, the court reporter, if everyone just sits at  
2 their tables today?

3 COURT REPORTER: No.

4 PRESIDING OFFICER LEVAR: Okay. Mr. Solander.

5 MR. SOLANDER: Thank you. I would like to  
6 call as our first witness Jana Saba.

7 PRESIDING OFFICER LEVAR: Okay. Miss Saba, do  
8 you swear to tell the truth?

9 THE WITNESS: Yes, I do.

10 JANA SABA,

11 was called as a witness, and having been first duly  
12 sworn to tell the truth, the whole truth, and nothing  
13 but the truth, testified as follows:

14 DIRECT EXAMINATION

15 BY MR. SOLANDER:

16 Q. Could you please state and spell your name for  
17 the record.

18 A. Yes. My name is Jana. It's J-A-N-A, last  
19 name S-A-B-A.

20 Q. And what is your place of employment?

21 A. I work for Rocky Mountain Power.

22 Q. And as the regulatory affairs manager did you  
23 assist in preparing the application in this docket, as  
24 well as the company's reply comments?

25 A. Yes, I did.

1           **Q.    And have you prepared a summary of those**  
2 **comments?**

3           A.    Yes, I have.

4           **Q.    Please proceed.**

5           A.    Good morning, Chair LeVar and court.  On March  
6 13th Rocky Mountain Power filed an application for  
7 approval of a Master Electric Service Agreement for a  
8 MESA between the company and Utah Refractories.  Utah  
9 Refractories is a customer located in Lehi, Utah, that  
10 takes service under Schedule 9A.

11                   The company is upgrading the transmission  
12 facilities from which Utah Refractories takes service  
13 from 46 kilovolts to 138 kilovolts.  The cost to upgrade  
14 the substation facilities to allow the customer to take  
15 service from the 138 kilovolt transmission line is cost  
16 prohibitive.  Therefore, the new MESA allows Utah  
17 Refractories to remain on Scheduled 9A, with automatic  
18 renewals each other.

19                   The other terms of the agreement are  
20 consistent with the standard MESAs the company uses for  
21 schedule -- typically for Schedules 6 and 8 customers.

22                   In its comments the division recommends that  
23 the commission approve the MESA between the company and  
24 Utah Refractories with the condition that, if, five  
25 years from the date the commission approves the

1 Refractories MESA, Utah -- and Utah Refractories is  
2 still a customer of the company's receiving service  
3 under electric service Schedule 9A, the MESA be reviewed  
4 again to determine whether or not it is still  
5 appropriate for them to be on Schedule 9A.

6 Similarly, the office recommends that the  
7 commission approve the MESA with the condition that it  
8 be modified to include a provision that if the  
9 Refractories' MESA is renewed annually, the company must  
10 request approval after five years.

11 The company agreed to this -- to these  
12 conditions in its reply comments. We have currently, we  
13 have contacted the customer, and they are okay with the  
14 term added to their MESA. We are in the process of  
15 getting that addendum signed by the company and the  
16 customer.

17 At this time I would suggest that we -- I  
18 would respectfully request that the commission approve  
19 the MESA contingent on this requirement being met, and  
20 the company will make a compliance filing once we have  
21 executed the addendum and filed that with the  
22 commission, if that works for the parties.

23 So the company respectfully requests that the  
24 commission approve the agreement as being just and  
25 reasonable and in the public interest, and that

1 concludes my summary.

2 **Q. And what would you anticipate the time frame**  
3 **for making that compliance filing to be, Ms. Saba?**

4 A. It should not be too long. We are just  
5 working around vacation schedules being that it's July  
6 or almost July. So I would say no more than 30 days.  
7 Should be sooner but --

8 **Q. Does that conclude your testimony?**

9 A. That does. Thank you.

10 MR. SOLANDER: Thank you. Ms. Saba is  
11 available for questions from the commission or the  
12 parties.

13 PRESIDING OFFICER LEVAR: Okay. Thank you.  
14 Mr. Moore, do you have any questions?

15 MR. MOORE: No questions.

16 PRESIDING OFFICER LEVAR: I didn't see  
17 anything. Is there any time sensitivity around  
18 commission approval of this contract? You have  
19 mentioned the possibility of a commission approval  
20 before the amended contract is in place. Is there some  
21 time sensitivity having that in place, or should we just  
22 wait until the amended agreements come in and then  
23 consider an approval?

24 THE WITNESS: I think either way would be fine  
25 with the company.



1 PRESIDING OFFICER LEVAR: Okay. You are not  
2 aware of any particular --

3 THE WITNESS: I am not aware of any. I  
4 believe there is some construction, but I believe that  
5 is going to move forward regardless, and we would put  
6 them on 9A or we put them on another schedule if it  
7 wasn't approved.

8 PRESIDING OFFICER LEVAR: Okay. And then it's  
9 your understanding that the obligation is on the utility  
10 to make this update within five years, either that  
11 something has changed or that you are seeking renewal,  
12 since nobody in this room is going to remember anything  
13 about this five years from now?

14 THE WITNESS: Yes. I, personally will be  
15 putting it into our compliance system, and it will be  
16 the company's responsibilities to remember.

17 PRESIDING OFFICER LEVAR: Okay. Thank you.  
18 That's all I have. Anything else?

19 MR. SOLANDER: Nothing further. Thank you.

20 PRESIDING OFFICER LEVAR: Okay. Mr. Moore?

21 MR. MOORE: The division would call David  
22 Williams and ask that he be sworn.

23 PRESIDING OFFICER LEVAR: Mr. Williams, do you  
24 swear to tell the truth?

25 THE WITNESS: Yes.

1 DAVID WILLIAMS,  
2 was called as a witness, and having been first duly  
3 sworn to tell the truth, the whole truth, and nothing  
4 but the truth, testified as follows:

5 DIRECT EXAMINATION

6 BY MR. MOORE:

7 Q. Could you please state your name and where you  
8 are employed.

9 A. David Williams. I am a utility analyst at the  
10 Utah Division of Public Utilities.

11 Q. In your capacity as utility analyst, have  
12 you -- are you familiar with and have worked on the  
13 issues presented in Docket 19-035-09?

14 A. Yes.

15 Q. Did you participate in the preparation of the  
16 division's April 23rd, 19 -- 2019 comments in this  
17 docket?

18 A. Yes.

19 Q. Do you have any changes to make to those  
20 comments?

21 A. No.

22 Q. Do you adopt those comments as your testimony?

23 A. Yes.

24 MR. MOORE: The office would move for  
25 admission of the comments at this point. Or the

1 division would move for the admission of the comments.

2 PRESIDING OFFICER LEVAR: Okay. If there's  
3 any objection, let me know.

4 MR. SOLANDER: No objection.

5 PRESIDING OFFICER LEVAR: And I am not seeing  
6 any, so it's approved.

7 **Q. (By Mr. Moore) Have you prepared a statement**  
8 **you would like to provide regarding your -- regarding**  
9 **these comments?**

10 A. Yes.

11 **Q. Please proceed.**

12 A. In this docket PacifiCorp, doing business as  
13 Rocky Mountain Power, filed an application with the  
14 commission seeking approval of the Master Electric  
15 Service Agreement between it and Utah Refractories  
16 Corporation, which I will call the customer.

17 The customer is located in area of Utah County  
18 that is now surrounded by the City of Lehi. The  
19 customer receives service from the utility from a 46 KV  
20 line and has been under Schedule 9A since 2001.  
21 Schedule 9A's tariffs state that it's for service  
22 applied at approximately 46,000 volts or 69,000 volts or  
23 greater.

24 At the present time, the customer qualifies  
25 for Schedule 9A since they receive service at 46 KV.

1 The customer does not currently use power at that  
2 voltage. It steps down the voltage after receipt.

3 Rocky Mountain Power is beginning to upgrade  
4 the 46 KV power line used by the customer and others to  
5 138 KV to accommodate growth in the city. If it  
6 upgrades the 46 KV line to 138, the utility would need  
7 to make substantial investments in substation equipment  
8 in order to supply the customer from the 138 KV line.

9 The utility has determined that as an  
10 alternative to upgrading the substation equipment and  
11 connecting the customer to the 138 KV line, it can  
12 instead provide service using a 12.7 KV connection from  
13 the existing distribution system. This would have  
14 significantly lower costs.

15 The division recognizes that these are unique  
16 circumstances, especially given the possibility that the  
17 customer's property could someday be annexed into Lehi.  
18 The division believes that it is reasonable and in the  
19 public interest to allow a period of grandfathering of  
20 service under Schedule 9A for the customer.

21 However, the division does not believe that it  
22 is appropriate that the customer continue under Schedule  
23 9A indefinitely if it connects at 12.7 KV. Therefore,  
24 the division recommends approval of the contract with  
25 the condition that five years from the date the

1 commission approves this agreement, if Utah Refractories  
2 Corporation is still a customer of PacifiCorp receiving  
3 service under this agreement, that the agreement should  
4 be up for review by the commission and reapproved at  
5 that time only if appropriate.

6 Rocky Mountain Power in its reply comments  
7 agreed to this condition. Rocky Mountain Power has  
8 suggested a posthearing compliance filing to update the  
9 agreement, and the division is not opposed to this.

10 **Q. Does that conclude your statement?**

11 **A.** Yes.

12 MR. MOORE: Mr. Williams is available for  
13 cross and questions from the chair.

14 PRESIDING OFFICER LEVAR: Okay. Mr. Solander,  
15 do you have any questions?

16 MR. SOLANDER: No questions. Thank you.

17 PRESIDING OFFICER LEVAR: Okay. Do you  
18 anticipate that the division would need a comment period  
19 after the filing of the amended agreement, or is there  
20 general agreement on what the language will look like?

21 THE WITNESS: I think there's general  
22 agreement.

23 PRESIDING OFFICER LEVAR: Okay. So you don't  
24 see a need for another comment period after the amended  
25 agreement is filed?

1 THE WITNESS: No.

2 PRESIDING OFFICER LEVAR: I guess there's  
3 always a reconsideration period if that changes. Okay.  
4 That's all I have for you. Thank you. Mr. Moore?

5 MR. MOORE: The office would like to call  
6 Cheryl Murray and ask that her -- ask that she be sworn.

7 PRESIDING OFFICER LEVAR: Okay. Ms. Murray,  
8 do you swear to tell the truth?

9 THE WITNESS: Yes.

10 PRESIDING OFFICER LEVAR: Thank you.

11 CHERYL MURRAY,  
12 was called as a witness, and having been first duly  
13 sworn to tell the truth, the whole truth, and nothing  
14 but the truth, testified as follows:

15 DIRECT EXAMINATION

16 BY MR. MOORE:

17 Q. Please state your name and where you are  
18 employed.

19 A. My name is Cheryl Murray. I am employed by  
20 the Office of Consumer Services.

21 Q. In your capacity as a employee of the office,  
22 are you familiar with and have you worked on the issues  
23 presented in Docket 19-035-09?

24 A. Yes.

25 Q. Do you participate in the preparation of the

1 office's May 14th comments in this docket?

2 A. Yes.

3 Q. Do you have any changes you would like to make  
4 to the comments now?

5 A. No.

6 Q. Do you adopt these comments as your testimony  
7 today?

8 A. Yes.

9 MR. MOORE: The office moves for admission of  
10 the comments.

11 PRESIDING OFFICER LEVAR: Any objection?

12 Okay. It's granted.

13 Q. (By Mr. Moore) Have you prepared a statement  
14 you would like to provide?

15 A. Yes.

16 Q. Please proceed.

17 A. Thank you. As the company explained, with the  
18 planned upgrade to the transmission facilities to 138  
19 KV, it will be necessary to install substation  
20 facilities in order for Utah Refractories to continue to  
21 take service from the line.

22 And through the Master Electric Service  
23 Agreement, the company proposes to allow an exception to  
24 the voltage requirements of Schedule 9A to allow Utah  
25 Refractories to continue to be served at Schedule 9A

1 rates, thereby avoiding the cost of installing otherwise  
2 necessary substation facilities.

3 The office believes that in this circumstance  
4 the exception is reasonable. Importantly, the agreement  
5 includes acknowledgement that Utah Refractories is  
6 subject to commission-approved amendments and changes to  
7 the electric service schedule and regulations.

8 The office believes that this is an essential  
9 element of the agreement, especially in light of the  
10 potential life of the agreement. The term of the  
11 agreement is for one year with automatic year-to-year  
12 renewals unless other parties submit written termination  
13 notice. The office believes that this perpetual  
14 automatic renewal provision is inappropriate and in our  
15 comments recommended that it be modified such that after  
16 five years of service, the company must file a request  
17 to continue serving Utah Refractories under Schedule 9A.

18 In its June 12 reply comments and in  
19 Ms. Saba's testimony today the company agreed to include  
20 that provision in the agreement. Considering the unique  
21 situation of Utah Refractories, the office recommends  
22 that the commission approve the agreement between the  
23 company and Utah Refractories with the condition that it  
24 be modified to include a requirement for a five year  
25 renewal request.



1 With that modification, the office believes  
2 that approval of the agreement will be reasonable and in  
3 the public interest.

4 **Q. Does this conclude your statement?**

5 A. Yes.

6 MR. MOORE: Ms. Murray is available for cross  
7 or questions from the chair.

8 PRESIDING OFFICER LEVAR: Okay. Mr. Solander,  
9 do you have any questions?

10 MR. SOLANDER: No questions. Thank you.

11 PRESIDING OFFICER LEVAR: I'll just ask you  
12 the same question as Mr. Williams. Do you see any need  
13 for a comment period after the amended agreement is  
14 filed?

15 THE WITNESS: I don't. However, I have not  
16 seen the language, and so I wouldn't suggest that a  
17 comment period be built in to any schedule. But after  
18 we see the language, we may ask for some modification.  
19 I couldn't say either way at this point.

20 PRESIDING OFFICER LEVAR: Okay. Thank you.  
21 Anything further from anyone else?

22 MR. SOLANDER: No, thank you.

23 MR. MOORE: No, thank you.

24 PRESIDING OFFICER LEVAR: Okay. Just to let  
25 you all know, I think for efficiency's sake it makes

1 sense to not issue an approval order until the agreement  
2 is filed, just because I think we probably have to issue  
3 another approval after the amended one is filed. If  
4 you -- if either of you find out that there is some time  
5 sensitivity, please just file something with us, and we  
6 can consider whether to go the other route. But at this  
7 point I think we will plan to await the filing of the  
8 amended agreement before issuing an approval.

9 MR. SOLANDER: And we will get that filing  
10 done as quickly as we can.

11 PRESIDING OFFICER LEVAR: Okay. And then I  
12 just encourage you to communicate the language so  
13 that -- at this point we're not anticipating doing a  
14 comment period. But if anything changes, we hope  
15 someone will let us know.

16 Okay. We're adjourned. Thank you.

17 (The hearing concluded at 10:14 a.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 3 through 17 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 3rd day of July, 2019.



Teri Hansen Cronenwett, CRR, RMR  
License No. 91-109812-7801

My commission expires:  
January 19, 2023

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