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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of US Magnesium, LLC for Determination of Long-Term Rates, and Terms and Conditions of Interruptible/DSM Electric Service Between It and Rocky Mountain Power	DOCKET NO. 21-035-53
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STIPULATION

1. This Stipulation is entered into by and among the parties whose signature appear on the signature pages hereof (collectively referred to herein as the "Parties").

INTRODUCTION

2. The terms and conditions of this Stipulation are set forth herein. The Parties represent that this Stipulation is in the public interest and recommend that the Public Service Commission of Utah ("Commission") approve the Stipulation and all of its terms and conditions.

BACKGROUND

3. PacifiCorp d/b/a Rocky Mountain Power ("RMP") provides electric service to US Magnesium, LLC ("USMag") pursuant to an Electric Service Agreement ("ESA") and associated Operating Reserve Interruption Agreement ("ORIA").

4. The ESA and ORIA each expire on December 31, 2021.

5. RMP and USMag have engaged in negotiations to address the rates, terms, and conditions of RMP's provision of electric service to USMag after December 31, 2021, but have not reached an agreement.

6. On September 21, 2021, USMag filed with the Commission in Docket No. 21-035-53 an Application for Determination of Long-Term Rates, and Terms and Conditions of Interruptible/DSM Electric Service Between It and Rocky Mountain Power.

7. The Commission set a Scheduling Conference for September 30, 2021, which at the request of the parties to this docket was continued to October 7, 2021.

8. USMag and RMP and others have spoken regarding a schedule in this docket and regarding the request for relief sought herein.

9. The parties do not believe there is sufficient time before the December 31, 2021 expiration date of the current ESA and ORIA to litigate this matter to a conclusion.

10. USMag and RMP and others have engaged in discussions intended to resolve the question of a schedule to address the issues raised and to be raised in this docket as well as the rates, terms, and conditions of electric service that will apply to RMP's provision of electric service to USMag starting January 1, 2022 until new rates, terms, and conditions of service may be set through this docket or through a separate agreement between the parties.

11. On October 7, 2021, the Parties engaged in settlement discussions and an agreement in principle was reached. A copy of the draft stipulation was prepared and circulated to all Parties. As a result of the settlement negotiations, the Parties to this Stipulation have agreed to a schedule to address the issues in this docket and have agreed to continue the terms of the current ESA and ORIA through the date of the Commission's final order in this matter.

TERMS OF STIPULATION

Subject to Commission approval and for purposes of this Stipulation only, unless otherwise noted, the Parties agree as follows:

12. The Parties agreed on a Schedule that was presented to the Commission at the October 7, 2021 Scheduling Conference.

13. The Schedule approved by the parties contemplates a hearing on the merits of USMag's Application in this docket on May 25 and 26, 2022, with a decision expected in late June, 2022.

14. The Parties further agreed to continue to the current terms of the ESA and ORIA through June 30, 2022.

GENERAL TERMS AND CONDITIONS

15. All negotiations related to this Stipulation are privileged and confidential and no Party shall be bound by any position asserted in negotiations. Neither the execution of this Stipulation nor the order adopting this Stipulation shall be deemed to constitute an admission or acknowledgment by any Party of any liability, the validity or invalidity of any claim or defense, the validity or invalidity of any principle or practice, or the basis of an estoppel or waiver by any Party other than with respect to issues resolved by this Stipulation; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except a proceeding to enforce the approval or terms of this Stipulation.

16. The Parties each agree to make one or more witnesses available to explain and support this Stipulation to the Commission. Such witnesses will be available for examination. So that the record in this Docket is complete, the Parties may move for admission of evidence, comments, position statements or exhibits that have been filed on the issues resolved by this Stipulation; however,

notwithstanding the admission of such documents, the Parties shall support the Commission's approval of the Stipulation and the Commission order approving the Stipulation. As applied to the Division and the Office, the explanation and support shall be consistent with their statutory authority and responsibility.

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

18. Except with regard to the obligations of the Parties under the two immediately preceding paragraphs of the Stipulation, this Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission. This Stipulation is an integrated whole, and any Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission's approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Stipulation or if the Commission's approval of this Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five business days of its issuance and to attempt in good faith to determine if they are willing to modify the Stipulation consistent with the order. No Party shall withdraw from the Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Stipulation, any Party retains the right to seek additional procedures before the Commission, including cross-

examination of witnesses, with respect to issues addressed by the Stipulation and no Party shall be bound or prejudiced by the terms and conditions of the Stipulation.

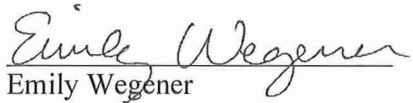
19. The Parties may execute this Stipulation in counterparts each of which is deemed an original and all of which only constitute one original.

BASED ON THE FOREGOING, the Parties request that the Commission issue an order approving this Stipulation and adopting the terms and conditions of this Stipulation.

Respectfully submitted this 14th day of October 2021.

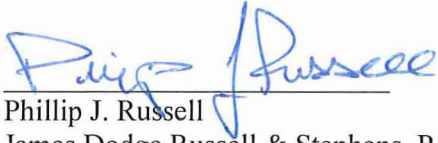
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ROCKY MOUNTAIN POWER

Handwritten signature of Emily Wegener in black ink, written over a horizontal line.

Emily Wegener
Senior Attorney, PacifiCorp

US MAGNESIUM, LLC

Handwritten signature of Phillip J. Russell in blue ink, written over a horizontal line.

Phillip J. Russell
James Dodge Russell & Stephens, P.C.