ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

1407 West North Temple
Salt Lake City, Utah 84116

January 7, 2022

VIA ELECTRONIC FILING

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

Attention: Gary Widerburg
Commission Administrator

Re: Docket No. 21-035-53
In the Matter of the Application of US Magnesium, LLC for Determination of Long-Term Rates, Terms, and Conditions of Interruptible/DSM Electric Service between it and Rocky Mountain Power

Pursuant to the Phase I and II Scheduling Order and Notice of Hearings issued by the Public Service Commission of Utah on October 13, 2021 in the above referenced matter, Rocky Mountain Power hereby submits for filing its Confidential Response Testimony of Craig M. Eller with accompanying exhibits and workpapers.

Rocky Mountain Power respectfully requests that all formal correspondence and requests for additional information regarding this filing be addressed to the following:

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

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

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

Sincerely,

Joelle Steward
Vice President, Regulation

cc: Service List Docket Nos. 21-035-53

CERTIFICATE OF SERVICE

Docket No. 21-035-53

I hereby certify that on January 7, 2022, a true and correct copy of the foregoing was served by electronic mail to the following:

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REDACTED
Rocky Mountain Power
Docket No. 21-035-53
Witness: Craig M. Eller

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF UTAH

ROCKY MOUNTAIN POWER

REDACTED
Response Testimony of Craig M. Eller

January 2022

INTRODUCTION OF WITNESS AND QUALIFICATIONS

Q. Please state your name, business address, and present position with PacifiCorp, d/b/a Rocky Mountain Power ("RMP" or the "Company").

A. My name is Craig M. Eller. My business address is 1407 West North Temple Street, Suite 310, Salt Lake City, Utah 84116. My present position is Vice President, Business Policy and Development for Rocky Mountain Power.

Q. How long have you been in your present position?

A. I have been in my present position since July 2020.

Q. Please describe your education and business experience.

A. I have a Bachelor of Science in Mechanical Engineering from the University of Nebraska. I have been employed with PacifiCorp since July 2020 as the Vice President of Business Policy and Development responsible for strategic planning, stakeholder engagement, regulatory support, and development and execution of major transmission projects. Prior to my current role, I worked at Northern Natural Gas Company, an affiliate of the Company, from 2007 through 2020 in various business development, commercial marketing and engineering roles.

Q. Have you testified in previous regulatory proceedings?

A. Yes. I have previously filed testimony on behalf of the Company in regulatory proceedings in Utah, Wyoming and Idaho.

PURPOSE OF TESTIMONY

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to present the Company's proposal for a new Electric Service Agreement ("ESA") and Operating Reserve Interruption Agreement ("ORIA") between the Company and US Magnesium, LLC ("US Magnesium"). In doing so, I will discuss the relevant background information that informs the Company's position, and I will discuss the reasons the Company cannot accept the existing terms and conditions included in US Magnesium's current contracts going forward. My testimony presents the Company's proposal for a new ESA and ORIA. The Company will directly address the arguments and proposals presented in US Magnesium's September 21, 2021 application in direct testimony on April 7, 2022.

VALIDITY OF DOCKET

Q. Do you have any concerns with US Magnesium's request that the Commission determine the long-term rates and terms and conditions of its contract with the Company?

A. Yes. I do not believe that public utility customers should be allowed to file an application to compel the Company to enter into a special contract under Commission-determined terms and conditions. I am not an attorney, but it appears to me that such an application may not be allowed under the relevant statutes and rules. If this practice were regularly allowed, it could create a dangerous precedent that may result in unnecessary and excessive litigation before the Commission and place the Company at a disadvantage in negotiations. In this unique situation, the Company recognizes the system benefit of the U.S. Magnesium curtailment product described below. Therefore, the Company agrees that under the circumstances of this particular case only it will agree to use a Commission docket to resolve a contract negotiation.

EXISTING CONTRACTS

Q. Please describe US Magnesium's current agreements with the Company regarding its electric service?

A. US Magnesium and the Company are parties to two agreements regarding US Magnesium's electric service. The first pertinent agreement is the ESA dated December 28, 2017, which took effect May 1, 2018, and terminates June 30, 2022, after amendments which extended the contract term. The ESA details the rates and terms for US Magnesium's electric service. Included within the ESA's terms are two curtailment options, which I will refer to as "Temperature Pseudo Curtailments"[1] and "Physical System Reliability Interruption"[2] in my testimony. The terms and conditions also specify that US Magnesium may purchase "replacement power" or buy through Temperature Pseudo Curtailments to avoid physical curtailment. I will refer to this option as a the "Buy Through Option."[3]

The second pertinent agreement is the ORIA dated December 28, 2017, which took effect May 1, 2018, and terminates June 30, 2022, after amendments which extended the contract term. The ORIA details rate credits to US Magnesium in return for operating reserve products associated with both US Magnesium's load and US Magnesium's on-site generation along with various terms and conditions regarding the operating reserves. I will refer to the operating reserves as "Physical Operating Reserves" in my testimony.

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[1] Confidential Exhibit RMP___(CME-1), Electric Service Agreement Between Rocky Mountain Power and US Magnesium LLC Executed December 28, 2017, Section 4.1.
[2] Ibid. Section 4.2.
[3] Ibid. Section 5.

For ease of reference, the existing ESA and ORIA contracts are provided with my testimony as Confidential Exhibit RMP___(CME-1).

ESA BACKGROUND AND SUMMARY OF ISSUES

Q. What does US Magnesium currently pay for retail power and energy that the Company provides under the ESA?

A. Currently, US Magnesium pays only volumetric energy charges that vary based upon time of use period and season. The winter season runs from October through April and the summer season runs from May through September. During the winter season, the On-Peak period is 7:00 a.m. to 11:00 p.m., Monday through Friday excluding holidays. During the summer season, the On-Peak period is 1:00 p.m. to 9:00 p.m., Monday through Friday excluding holidays. The Off-Peak period is during all other times. US Magnesium is not subject to Customer Service, Power, or Facilities charges like other large industrial customers. During Temperature Pseudo Curtailment with Customer Buy-Through Option events, US Magnesium has the option to buy through replacement power at market-based rates. Confidential Table 1 below summarizes US Magnesium's current retail prices that were effective as of January 1, 2021:

Confidential Table 1. Current Retail Prices for US Magnesium

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Pricing out US Magnesium's loads for calendar year 2020 at their current retail rates, US Magnesium pays about [redacted] per MWh before credits from the ORIA.

Q. Does the Company find US Magnesium's current ESA pricing problematic?

A. Yes. There are three reasons why US Magnesium's current retail pricing is problematic. First, the Temperature Pseudo Curtailments with Buy Through Option construct is an element of US Magnesium's contract that the Company recommends eliminating. Second, the average price US Magnesium pays for the power and energy that the Company provides is too low as it is less than what any other customer class pays and is lower than US Magnesium's cost of service, if calculated properly. Third, the actual structure of US Magnesium's retail rates with only volumetric energy charges that use outdated time of use periods is inappropriate.

RECOMMENDATION TO ELIMINATE THE TEMPERATURE PSEUDO CURTAILMENT AND BUY THROUGH OPTION CONSTRUCT

Q. Why does the Company recommend eliminating the Temperature Pseudo Curtailment and Buy Through Option construct?

A. When Temperature Pseudo Curtailment events are called, US Magnesium chooses to exercise its Buy Through Option for the vast majority of those events. No physical curtailment therefore takes place, and the Company's obligation to serve US Magnesium and its system costs are not reduced, except insomuch as the market index-based price paid exceeds US Magnesium's otherwise applicable retail rate. Confidential Table 2 below shows that from January 1, 2019, through June 30, 2021 (the last date in which system peak information is available), US Magnesium continued taking service from the system during every monthly coincident peak.

Confidential Table 2. US Magnesium Load During Monthly Coincident Peaks

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

[redacted]

While the monthly system coincident peaks are not yet available for the period of July 1, 2021, through November 30, 2021, the Company was able to analyze the frequency in which US Magnesium utilized its Buy Through Option and determined that the Buy Through Option was utilized during all Temperature Pseudo Curtailments, and as a result, remained a physical load through each of those monthly coincident peaks as well. I include a confidential workpaper that provides the history of the Temperature Pseudo Curtailments over the past several years.

Ultimately, the Buy Through Option during Temperature Pseudo Curtailment events ends up being a paper exercise with very little or no value for PacifiCorp's customers. The Company therefore believes that it is appropriate to revise the practice of eliminating US Magnesium's coincident peak loads and allocate demand-related costs to US Magnesium according to its actual usage during the 12 coincident monthly peaks. Making this change to the cost of service provides a clearer delineation between the cost of serving US Magnesium's load and the value of the interruptible services it provides.

Q. Does the Company have additional concerns with the existing Buy Through Option construct?

A. Yes. In addition to the concerns above, the Buy Through Option utilizes market-based index prices to determine the cost of energy during the buy through; however, these prices do not reflect the costs to serve US Magnesium's continued system usage.

Q. Does the Buy Through Option reasonably represent the cost of power if US Magnesium elects not to physically curtail?

A. No. First, the available market purchases may not be sufficient to meet the requirements of the Company's other retail customers. Second, the market-based index price is based on day-ahead expectations and may not accurately reflect costs at the time of delivery.

Q. Does the Company expect to rely on market purchases to meet its resource requirements and provide reliable service to customers?

A. Yes. Because market purchases are for a short duration, generally less than a year, they can be acquired to address specific shortfalls without incurring the costs associated with an entire asset. As a result, market purchases are a cost-effective source of capacity for a portion of the Company's requirements. In the Company's Integrated Resource Plan

("IRP"), these market purchases are referred to as Front Office Transactions ("FOTs") and are assumed to be a firm source of capacity.

Q. Are there limits to the market purchases the Company can reliably make during peak periods?

A. Yes. Market purchases ultimately represent excess capacity owned by other parties elsewhere in the region. This can represent diversity between the loads of different utilities, for instance a winter-peaking utility may have excess capacity available for sale during the summer. However, weather can impact loads and hydro conditions faced by utilities across the region, resulting in increased demand by many utilities at the same time. Under such conditions, there may not be excess capability available for purchase in the market.

Q. Has the Company modified its projection of the availability of market purchases?

A. Yes. After remaining relatively constant for many IRPs, the Company reduced FOT limits in both its 2019 IRP and its 2021 IRP. The reasons behind this change were discussed in the Company's 2021 IRP, and ultimately reflect a shrinking region-wide capacity position as a result of retirements and weather-related uncertainty in load and generation forecasts.[4]

Q. What FOT limits did the Company assume in its 2021 IRP?

A. The 2021 IRP assumed FOT limits of 500 MW in the summer and 1,000 MW in the winter.[5] Because of concerns about regional reliability, market purchases at the

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[4] See PacifiCorp's 2021 IRP: Volume I, Chapter 5: Reliability and Resiliency. Available online at: https://www.pacificorp.com/content/dam/pcorp/documents/en/pacificorp/energy/integrated-resource-plan/2021-irp/Volume%20I%20-%209.15.2021%20Final.pdf.

[5] See PacifiCorp's 2021 IRP: Volume I, Chapter 5: Reliability and Resiliency. Table 5.8. Available online at: https://www.pacificorp.com/content/dam/pcorp/documents/en/pacificorp/energy/integrated-resource-plan/2021-irp/Volume%20I%20-%209.15.2021%20Final.pdf.

California-Oregon Border ("COB"), Nevada-Oregon Border ("NOB"), and Mona market hubs were eliminated during the summer, as these points have direct ties to California and may not have excess supply depending on conditions in California. These markets provide capacity in the winter. The only market with assumed summer FOT capacity is Mid-Columbia ("Mid-C"), as the Pacific Northwest is generally winter peaking. While the Mid-C market allows for both summer and winter FOTs, the limit is smaller in the winter and smaller than in past IRPs.

Q. Have actual operations provided evidence of reduced market availability and reliability concerns?

A. Yes. The California Independent System Operator ("CAISO") experienced resource shortfalls that resulted in the curtailment of firm load outside of the Company's service territory on several days in 2020. While regional resource availability was sufficient to meet load in 2021, this largely reflects less adverse conditions than 2020, rather than an improvement in supply.

Q. Does capacity scarcity result in higher market prices?

A. Yes. The Company has seen significant increases in market prices and higher price volatility during periods when regional supply has the potential to become constrained.

Q. Do higher prices ensure adequate supply?

A. No. Higher prices can encourage some parties to rely on more expensive energy sources, such as high-heat rate peaking units. However, when multiple utilities have unmet requirements and no alternatives, no amount of money will create additional capacity. In such situations, organized markets may invoke administrative pricing provisions or price caps, and this occurred during recent events. The CAISO even increased its administrative pricing cap to encourage incremental supply, but the potential sellers and volume available at these price points are limited.

Q. Will regional resource adequacy programs increase supply?

A. Not directly. Regional resource adequacy programs are expected to allow for more efficient use of existing supplies, and potentially better notice of potential shortfall conditions. Under existing operations, where utilities are independently responsible for their own customers, they have a disincentive to sell resources that might be necessary to serve their customers if their load increases unexpectedly or a resource is forced offline, even if market prices are very high. They may be willing and able to sell non-firm energy to utilities that are facing a shortfall, but it would be withdrawn if that capacity was needed to serve their own customers. The coordination under a regional resource adequacy program would allow for pooling of the region's incremental supply so that capacity can be deployed when and where it is needed. For example, the diversity among regional loads and resources can allow for a single asset to meet the requirements of two utilities, so long as they don't both need that capacity at the same time. However, while regional coordination can reduce the likelihood of shortfall events, it does not directly create incremental supply. It remains to be seen whether forward-showing requirements will impact resource development.

Q. Should the Company use the flexibility and relatively low cost of market purchases to provide benefits to all of its retail customers?

A. Yes. In light of the limits on market purchase availability, allowing a single customer to monopolize the Company's access to the market would necessarily reduce the market purchases available for serving other retail customers.

Q. Is US Magnesium's existing contract predicated on the concept that supply can be bought from the market at the market index price?

A. Yes.

Q. What is the basis for the market index price in the existing contract?

A. The price for the Buy Through Option in the existing contract is based on a day-ahead market index. While this provides pricing certainty at the time US Magnesium elects to purchase under the Buy Through Option, conditions at the time of delivery may be very different from those contemplated the previous day. In particular, unexpected changes in load and/or generation may result in supply shortfalls or substantial increases in price.

Q. Is it still reasonable for US Magnesium to use market index costs for financial settlement of its Buy Through Options?

A. No. While the Company remains convinced that the entire Temperature Pseudo Curtailment and Buy Through Option construct should be eliminated, any future iteration that includes this or a similar construct must utilize the actual highest cost of energy during the curtailment event to represent the true marginal cost of energy.

Q. In the event that US Magnesium elects not to utilize its Buy Through Option, does the Company see reduced value from its Physical Operating Reserves?

A. Yes. When the Company identifies a curtailment hour and US Magnesium opts to curtail its load, the Company must replace the non-spinning operating reserve capability US Magnesium would have provided. While the Company's load is then reduced, it typically must back down an otherwise economic generating resource to replace the Physical Operating Reserves otherwise available from US Magnesium. As a result, the cost difference between US Magnesium's energy charge and the variable cost of the generating resource that is backed down to hold reserves can represent an added cost to customers. While reserves are held on the resource with the highest variable cost, this is often significantly lower than market and may be lower than US Magnesium's energy charge.

Q. Does the Company also recommend elimination of the Physical System Reliability Interruption?

A. No, the Physical System Reliability Interruption provides valuable physical reserve products to the system and the Company recommends the provision be continued in the future agreements; however, the Company believes this product is more appropriately contained within the ORIA than the ESA. As a result, proposed valuation of the existing Physical Operating Reserves and Physical System Reliability Interruption in the proposed ORIA is detailed later in my testimony.

RMP RECOMMENDATION FOR US MAGNESIUM COST OF SERVICE TREATMENT

Q. How should US Magnesium be treated in class cost of service studies?

A. In the Company's class cost of service studies, the allocation practice has been for US Magnesium's coincident peak usage to be removed if a curtailment event is called in that particular month. Depending upon the year, coincident peak usage for US Magnesium is eliminated for between five to six of the 12 months of the year. Elimination of these peaks provides a large reduction to US Magnesium's cost of service, which the Company believes is no longer justified.

Q. Has the Company prepared a cost of service study where US Magnesium is allocated its actual coincident peak usage?

A. Yes. The Company prepared a cost of service study based upon the 2020 General Rate Case that incorporated the final revenue requirement decision and allocated US Magnesium demand-related costs for its usage during the 12 coincident peaks. This cost of service study indicates that US Magnesium would need a [redacted] percent increase to be at cost of service or would need to pay [redacted] per MWh on average before credits from the ORIA.

ESA RATE STRUCTURE RECOMMENDATION FOR US MAGNESIUM

Q. What does the Company recommend for US Magnesium's retail pricing in the ESA?

A. The Company recommends that US Magnesium be put on the Company's existing Electric Service Schedule No. 31, Partial Requirements Service – Large General Service – 1,000 kW and Over ("Schedule 31") with supplemental service priced at Electric Service Schedule No. 9, General Service – High Voltage ("Schedule 9 "). I will refer to this proposed rate treatment throughout the remainder of my testimony as "Schedule 31/9". These are the rates that would be applicable to any other similarly situated customer. Confidential Exhibit RMP___(CME-2) and the supporting confidential workpaper shows US Magnesium's revenue under its current rates using calendar year 2020 loads as well as revenue under Schedule 31/9. The Company assumed that US Magnesium would not require back-up service for its onsite generation and all of its load requirements would be considered supplemental service. In actual practice, this could be subject to change depending upon how US Magnesium operates its generation and facilities. Under Schedule 31/9, US Magnesium would pay on average $[redacted] per MWh. This would be a fair and reasonable outcome, since US Magnesium would still be paying about [redacted] percent less than what the Company calculates its individual cost of service should be, while receiving payments fairly compensating it for the interruptible services that it provides. Paying these retail rates is also in the public interest, because US Magnesium would be subject to demand-based charges and modernized time of use periods, which would send better price signals to this large customer.

Q. Are there any adjustment schedules that US Magnesium is currently not subject to?

A. Yes. Currently, US Magnesium is not subject to the following Electric Service Schedules:

- Schedule 193 – Demand Side Management Cost Adjustment
- Schedule 198 – Electric Vehicle Infrastructure Program Cost Adjustment
- Schedule 98 – REC Revenue Adjustment.

Q. What adjustment schedules does the Company recommend apply to US Magnesium in the future?

A. Under the Company's recommended treatment, US Magnesium would be subject to the following adjustment schedules:

- Schedule 91 – Surcharge To Fund Low Income Residential Lifeline Program
- Schedule 94 – Energy Balancing Account
- Schedule 98 – REC Revenue Adjustment
- Schedule 197 – Federal Tax Act Adjustment

- Schedule 198 – Electric Vehicle Infrastructure Program Cost Adjustment

The Company recommends that US Magnesium remain exempt from Schedule 193 – Demand Side Management Cost Adjustment while also being ineligible from participating in any associated programs. Currently, US Magnesium provides the Company with a confidential report of the annual energy efficiency projects, which the Company provides to the Division of Public Utilities and Office of Consumer Services each December. The Company recommends continuation of this reporting process.

ORIA

Q. What does the Company currently pay for the Physical Operating Reserves that the US Magnesium provides under the ORIA?

A. Presently, the Company provides US Magnesium a credit of $[redacted]/kW-month times [redacted] for the Physical Operating Reserves. Based on US Magnesium's 2020 operations, US Magnesium would receive an annual credit of $[redacted] million or about $[redacted] per MWh at the current credit amount resulting in a net cost of approximately $[redacted] per MWh between the ESA and ORIA.

Q. Does the Company find US Magnesium's current ORIA pricing problematic?

A. Under the existing terms and conditions, no; however, if the ESA modifications proposed by the Company are adopted, the Commission should make two modifications to the ORIA pricing. First, the Physical System Reliability Interruption should be removed from the ESA and added to the ORIA. Second, the credit received for the Physical Operating Reserves should be [redacted] to $[redacted]/kW-month to reflect the elimination of the Temperature Pseudo Curtailments with Buy Through Option construct, the addition of the Physical System Reliability Interruption to the ORIA, and use of an existing tariff schedule for the retail rates instead of utilizing a reduced retail rate.

Q. How did the Company determine the recommended credit for the proposed ORIA?

A. The confidential workpapers provided with the Company's 2021 IRP in Docket No. 21-035-09 identified hourly operating reserve credit values for the PacifiCorp east balancing authority area. The Company evaluated the hours and expected reserve values assuming a maximum marginal cost of $300/MWh to better reflect the Company's expected market reliance over the proposed contract term as [redacted] These transactions reduce the Company's risk of reserve shortfalls and its marginal cost of reserves relative to the 2021 IRP assumptions underlying the hourly operating reserve credit values. In addition, the purchases made are less than the assumed $300/MWh cost cap used in the Company's analysis of the curtailment credit value. The resulting two-year average value is $[redacted]/kw-month as shown in Confidential Exhibit RMP__(CME-3) and supporting confidential workpaper included with this filing. Based on US Magnesium's 2020 operations, US Magnesium would receive an annual credit of $[redacted] million or about $[redacted] per MWh at the recommended credit amount resulting in a net cost of approximately $[redacted] per MWh between the ESA and ORIA.

CONTRACT TERM AND EXTENSION PROVISIONS

Q. Does the Company recommend a specific term for the ESA and ORIA?

A. Yes, while the Company does not believe the Commission has the authority to dictate a specific contract term, the Company is comfortable providing an initial contract term of two years (i.e., July 1, 2022 through June 30, 2024).

Q. Does the Company have a recommendation for how to value the ESA and ORIA in the future?

A. Yes. For the ESA, all future renewals can leverage Schedule 9/31 as a reasonable basis for the retail electric service. This ensures the retail portion of US Magnesium's contract has an approved starting point that is shared with other large industrial customers with on-site generation. For the ORIA, the Company recommends having US Magnesium bid the Physical Operating Reserves and the Physical System Reliability Interruption products into one of the Company's upcoming Request for Proposals for demand side resources ("DSM RFP"). Participation in a future DSM RFP for future ORIA negotiations would provide multiple benefits to both US Magnesium and the rest of the Company's customers.

First, US Magnesium would be able to offer any curtailment products that fit its needs. This could include the products outlined above, modifications to the terms and conditions based on the future needs of US Magnesium, or new products that US Magnesium chooses to offer. Second, US Magnesium would be able to bid at a term length for the ORIA products that meet its needs. Third, US Magnesium could offer multiple tiers of products at various rates to reflect its business needs (such as higher operational costs for additional Physical Operating Reserves hours). And finally, US

Magnesium would be able to dictate pricing levels in its bid to ensure that it receives adequate economic compensation for the products it offers to the Company.

The Company's other customers would see benefits from this approach as well because the products would be evaluated simultaneously with the Company's decisions to purchase additional DSM products and other resources, extending the benefits of the request for proposals process to the US Magnesium ORIA. This ensures that the selected portfolio of resources contribute to the least-cost and least-risk resource mix for serving retail customers. In addition, the approach provides a level playing field versus other market offerings providing added competition and potentially lower costs.

CONCLUSION

Q. What is your recommendation for the Commission in this proceeding?

A. I recommend that the Commission reject US Magnesium's proposed terms and conditions and enter an order establishing just and reasonable rates, terms, and conditions of interruptible/DSM service for US Magnesium, consistent with my testimony above. Specifically, I request that the Commission's decision:

- Recognize that the Company has voluntarily consented to participate in this docket due to the unique facts of the negotiations with US Magnesium and that there is no established process for a customer to compel the Company to enter into a special contract under Commission-determined terms and conditions.
- Eliminate the Temperature Pseudo Curtailments with Buy Through Option construct.
- Establish ESA rates under Schedule 31/9 and the Company's recommended adjustment schedules.

- Establish a credit of $[redacted]/kW-month in the ORIA.
- Establish an initial term of two years for the ORIA.

Q. Does this conclude your response testimony?

A. Yes.

REDACTED
Rocky Mountain Power
Exhibit RMP___(CME-1)
Docket No. 21-035-53
Witness: Craig M. Eller

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF UTAH

ROCKY MOUNTAIN POWER

REDACTED
Exhibit Accompanying Response Testimony of Craig M. Eller

US Magnesium Revenue Summary

January 2022

THIS EXHIBIT IS CONFIDENTIAL AND IS PROVIDED UNDER SEPARATE COVER

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Rocky Mountain Power
Exhibit RMP___(CME-3)
Docket No. 21-035-53
Witness: Craig M. Eller

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF UTAH

ROCKY MOUNTAIN POWER

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ORIA Recommended Rate Calculation

January 2022

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