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Attorneys for US Magnesium LLC

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. At the time of the filing of this Docket, the ESA and ORIA were each set to expire on December 31, 2021.

5. On October 13, 2021, this Commission issued a Scheduling Order that bifurcated this docket into two phases. Phase 1 would consider a proposed interim agreement between US Mag and RMP, and Phase 2 would address USMag's request to determine long-term rates and terms of service.

6. On October 14, 2021, USMag and RMP sought approval of a stipulation and Extension Amendment to the ESA and ORIA, which would extend the terms of those agreements through June 30, 2022.

7. On October 25, 2021, the Division of Public Utilities ("Division") filed comments recommending the Commission approve the Stipulation. The Commission held a hearing on November 10, 2021 to consider the Stipulation, and granted that Stipulation in an order dated December 1, 2021.

8. Pursuant to the terms of the Extension Agreement and Stipulation, the terms of the ESA and ORIA were extended through June 30, 2022.

9. All Parties have since filed testimony in this docket to address the long-term rates, terms, and conditions of service to US Mag after June 30, 2022.

10. RMP and USMag are actively engaged in substantive negotiations to address the rates, terms, and conditions of RMP's provision of electric service to USMag after June 30, 2022. While no agreement has yet been reached, the Parties believe that US Mag and RMP should continue to pursue these negotiations.

11. On May 18, 2022, the Parties filed a Stipulated Motion for Extension and Request for Expedited Treatment ("Stipulated Motion") seeking to extend certain case deadlines to

facilitate further discussions between USMag and RMP. The Commission granted that Stipulated Motion on May 18, 2022.

12. To further facilitate those discussions, and because the Parties believe it is in the public interest to do so, the Parties have entered into the present Stipulation.

TERMS OF STIPULATION

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

13. The Parties agreed on a revised Schedule that was presented to the Commission in the Stipulated Motion filed May 18, 2022. The Commission granted that Stipulated Motion on May 18, 2022.

14. The schedule approved by the Commission set a hearing on the merits of USMag's Application in this docket on June 22 and 23, 2022, with a decision expected in mid-to-late July, 2022. The schedule also set a hearing date of May 25, 2022 for the Commission to consider this Stipulation to extend the current terms of the ESA and ORIA.

15. The Parties further agreed to continue to the current terms of the ESA and ORIA through July 31, 2022 or until such time as the Commission issues a final order in this docket, whichever is later, with the understanding that if any agreement is reached between USMag and RMP on a new ESA and ORIA that the new terms, conditions, and rates would go into effect on July 1, 2022 and would replace the current agreement between the Parties.

GENERAL TERMS AND CONDITIONS

16. 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.

17. USMag, RMP and the Division 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.

18. 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.

19. 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.

20. 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 20th day of May 2022.

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ROCKY MOUNTAIN POWER

/s/ Emily Wegener*

Emily Wegener
Senior Attorney, PacifiCorp

US MAGNESIUM, LLC



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

UTAH DIVISION OF PUBLIC UTILITIES

Chris Parker
Director, Division of Public Utilities

UTAH OFFICE OF CONSUMER SERVICES

/s/ Robert Moore*

Robert Moore
Assistant Attorney General

****Electronically signed with permission of counsel***

ROCKY MOUNTAIN POWER

Emily Wegener
Senior Attorney, PacifiCorp

US MAGNESIUM, LLC

Phillip J. Russell
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UTAH DIVISION OF PUBLIC UTILITIES



Chris Parker
Director, Division of Public Utilities

UTAH OFFICE OF CONSUMER SERVICES

Robert Moore
Assistant Attorney General

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of May 2022, I served a true and correct copy of the foregoing via electronic mail to the following:

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