- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

Rocky Mountain Power's Application for Approval of the 2023 Energy Balancing Account	DOCKET NO. 23-035-01 ORDER

ISSUED: February 23, 2024

1. Procedural Background

On May 1, 2023, Rocky Mountain Power (RMP) filed its Application for Approval of the 2023 Energy Balancing Account ("Application"). The Application requested rate recovery of approximately $175 million in deferred energy balancing account costs ("2022 EBAC") and to begin collecting the 2022 EBAC, on an interim basis, effective July 1, 2023.

The Public Service Commission (PSC) held a virtual scheduling conference on May 10, 2023, during which participating stakeholders stipulated to an adjudication schedule. On May 11, 2023, the PSC issued a Scheduling Order and Notice of Hearings ("Scheduling Order") that adopted the stipulated schedule and set (1) deadlines for preliminary comments and a hearing to consider RMP's request for interim rates; (2) a deadline for the Division of Public Utilities (DPU) to file a report ("Audit") detailing its findings after the opportunity to conduct a more comprehensive review of RMP's Application; (3) deadlines for parties to submit several rounds of written testimony responding to the Application and Audit; and (4) a hearing to consider the merits of RMP's Application and finalization of the associated rates.

Consistent with the Scheduling Order, after holding a virtual hearing on June 15, 2023, the PSC issued an Order Approving Interim Rates on June 29, 2023.

DPU timely filed its Audit on November 7, 2023.

Subsequently, RMP, DPU, the Office of Consumer Services (OCS), and intervenor Utah Association of Energy Users (UAE) filed written direct, rebuttal, and surrebuttal testimony.

On January 26, 2024, the PSC held a hearing to consider approval of final rates. RMP, DPU, OCS, and UAE appeared at hearing, and each offered testimony save for UAE.

2. Regulatory Background

Generally, RMP recovers the costs it incurs to serve customers through base rates the PSC has set in RMP's most recent general rate case. Recognizing the volatility of certain marginal costs such as fuel and purchased power, Utah law allows RMP to operate an "energy balancing account" (EBA), which tracks the difference between the amount RMP actually incurs for certain eligible costs (collectively, "EBA Costs") and the amount RMP has recovered for these costs through base rates and facilitates recovery or refund of the difference. Utah Code Ann. § 54-7-13.5 (hereafter, "EBA Statute"). Generally, the EBA mechanism operates to mitigate the risks, and capture potential benefits, associated with these volatile costs for both RMP

and customers and to spare all stakeholders the cost of litigating comprehensive general rate cases that would be unnecessary but for swings in volatile EBA Costs.

Pursuant to Schedule 94, and consistent with the EBA Statute and the PSC's prior orders, RMP files a reconciliation of its EBA Costs annually on or before May 1. Subsequently, the DPU has approximately six months to conduct a thorough audit and submit a report to the PSC.[1] RMP, DPU, OCS, and other intervening stakeholders then have an opportunity to present evidence at hearing after which the PSC sets final rates associated with RMP's annual EBA filing.

3. Factual Background and Party Positions

a. The Application

RMP's Application initially sought to recover $175.0 million comprised of: (1) approximately $220.8 million of EBA-related costs; (2) a credit of approximately $52.6 million for sales made to a special contract customer; (3) an approximately $0.5 million adjustment for Utah-situs resources; (4) a credit of approximately $0.6 million to reflect one or more adjustments the PSC ordered with respect to last year's EBA filing;[2] (5) an approximately $2.0 million adjustment to reflect the remaining balance

[1] The EBA Statute permits RMP to seek the PSC's approval of interim rates pending completion of the DPU's audit and the PSC's approval of final rates, as RMP did in this docket.
[2] *See RMP's Application for Approval of the 2022 EBA*, Docket No. 22-035-01, Order issued Jan. 9, 2023.

from the EBA filing RMP made in 2021;[3] and (6) a charge of approximately $5 million in interest.[4]

In testimony filed to support its Application, RMP represents calendar year 2022 was marked by several extreme and unforeseeable weather events that are largely responsible for the significant sum it seeks to recover in its Application, including "[m]ultiple heat waves across [PacifiCorp's] service territories throughout July, August, and September [that] had a significant effect on market prices."[5] RMP further states "ongoing drought in the West" continued to impact costs "because it reduced the availability of [PacifiCorp's] hydro resources" by 19 percent relative to forecast generation, necessitating some combination of increased dispatch of more costly resources, increased market purchases, and decreased market sales.[6] RMP estimates the system-wide impact of decreased hydro on net power costs to be $78 million. Finally, RMP cites a "historic winter cyclone" in December of 2022, which significantly impacted market prices for electricity and natural gas, and RMP represents the differential in net power costs for December alone to be $64.3 million.

[3] *See RMP's Application for Approval of the 2021 EBA*, Docket No. 21-035-01, Order issued Feb. 23, 2022.
[4] Application at 4-5.
[5] Direct Test. of J. Painter at 15:293-296.
[6] *Id.* at 15:300-16:307.

b. DPU's Audit and Recommended Adjustments

In its Audit[7] and written direct and rebuttal testimonies, the DPU expressed concern that the difference in RMP's actual EBA Costs and the projections for these costs included in base rates is more than double the highest amount RMP reported in any prior year since the adoption of the EBA.[8]

DPU initially recommended a $7.3 million reduction, including accrued interest, to RMP's requested recovery comprised of the following: (1) $6.5 million related to physical power transactions (the "Physical Power Purchases"), which the DPU argues the PSC should deem imprudent because RMP provided insufficient justification to support the high prices it paid in these transactions; and (2) $0.8 million for replacement power costs RMP incurred as a result of three outages at RMP's Craig and Dave Johnston plants that DPU argues were avoidable.

After reviewing RMP's written rebuttal testimony, DPU's written rebuttal testimony revised its requested adjustment related to the outages from $0.8 million to approximately $0.4 million because it had misunderstood the impact of two of the outages (which were derates as opposed to full outages). DPU also increased the amount of accrued interest it recommended be deducted with respect to the disputed Physical Power Purchases by $0.1 million.

[7] The DPU contracted Daymark Energy Advisors, Inc. ("Daymark") to assist with its Audit and to provide testimony in this docket.
[8] *See, e.g.,* Direct Test. of G. Smith at 3:48-52; Rebuttal Test. of G. Smith at 3:53-55.

Consequently, after revisions in written rebuttal testimony, DPU recommended a total reduction of approximately $6.9 million associated with the Physical Power Purchases and outages.

In addition to these adjustments, DPU initially questioned whether RMP had economically dispatched its coal facilities to displace or mitigate the effects of the numerous weather conditions RMP references that so dramatically affected natural gas prices and market prices for electricity. However, after reviewing RMP's discovery responses and an Investigative Report the Idaho Public Utilities Commission ordered PacifiCorp to prepare ("ID Report") that addresses (among other issues) RMP's dispatch of its coal-fired resources in these periods, DPU concluded "there are likely plausible reasons for [RMP's] large, requested deferral."[9] While the DPU does not challenge RMP's dispatch of coal resources in this docket, it is "concerned that there may be insufficient flexibility in [RMP's] treatment of coal storage" and notes it "may have recommendations in future dockets."[10]

c. OCS's and UAE's Positions

Like DPU, OCS initially expressed concern regarding RMP's economic dispatch of coal resources. However, after reviewing the ID Report, OCS represented in

[9] Rebuttal Test. of G. Smith at 5:87.
[10] *Id.* at 5:88-93.

rebuttal testimony that "the only issue on which [it] took a position is now resolved" and "OCS currently takes no position on the 2022 EBA."[11]

While UAE intervened in the docket, appeared at hearing, and conducted some cross-examination, it offered no written testimony or testimony at hearing.

4. Legal Standard

Under the EBA Statute and the PSC's prior orders, RMP is entitled to recover "prudently-incurred" EBA Costs. RMP "has the burden to prove that its costs are prudently incurred – or are 'just and reasonable' – by 'substantial evidence.'"[12]

The EBA Statute does not define what constitutes a "prudently-incurred" cost, but Title 54 elsewhere requires the PSC to "apply the following standards in making its prudence determination[s]" for ratemaking purposes: (i) ensure just and reasonable rates for retail ratepayers; (ii) "focus on the reasonableness of the expense resulting from the action … judged as of the time the action was taken"; (iii) "determine whether a reasonable utility, knowing what the utility knew or reasonably should have known at the time of the action, would reasonably have incurred all or some portion of the expense, in taking the same or some other prudent action"; and (iv) "other factors determined by the [PSC] to be relevant."[13]

[11] Surrebuttal Test. of A. Anderson at 3:55-62.
[12] *OCS v. PSC*, 2019 UT 26, ¶ 46 (2019).
[13] Utah Code Ann. § 54-4-4(4).

The PSC has enumerated numerous conclusions of law "generally applicable to any EBA filing," including that "[a] prudence determination is heavily dependent on the facts that must be evaluated on a case-by-case basis and judged as of the time the action was taken."[14]

While the PSC has on many occasions recognized RMP bears the burden to demonstrate its actions were prudent, the PSC has concluded: "RMP's burden does not require RMP to prove a negative, *i.e.*, RMP need not provide evidence showing the absence of any possibility that it made an imprudent choice or took an imprudent action."[15] Instead, if RMP provides substantial evidence that its actions were prudent, the party contending RMP failed to act prudently must at the very least rebut that substantial evidence by identifying some action RMP took or failed to take that was not prudent in relation to the cost it seeks to recover.[16]

5. Discussion, Findings, and Conclusions

a. The Disputed Outage and Derates.

The PSC notes the Parties designated much of the testimony and evidence in this docket "confidential," including the dates of the disputed outages and derates, and a significant portion of the January 26, 2024, hearing was closed to preserve

[14] *Application of RMP to Increase the Deferred EBA Rate through the EBA Mechanism*, Docket No. 18-035-01, Order issued March 12, 2019 at 2.
[15] *RMP's Application for Approval of the 2020 EBA*, Docket No. 20-035-01, Order issued Feb. 26, 2021 at 10.
[16] *Id*.

confidentiality. Consequently, the PSC's explanation of the specifics of each outage is generally limited to information RMP publicly disclosed in non-redacted portions of its testimony. The PSC's findings and conclusions, however, are based on the entirety of the record.

In rebuttal testimony, DPU withdrew its recommendation for an adjustment related to a derate at Dave Johnston Unit 3, leaving the following events the PSC must resolve: (1) an outage at Craig Unit 1 ("Craig Outage") that DPU argues was imprudent and warrants reducing RMP's recoverable EBA Costs by $245,818, on a Utah-allocated basis; and (2) an incident involving derates of Dave Johnston Units 1 and 2 ("DJ Units") that DPU argues stems from RMP's failure to engage in proper resource planning and warrants a $147,898 reduction of recoverable EBA Costs on a Utah-allocated basis.

i. *RMP provided substantial evidence it prudently incurred costs with respect to the Craig Outage.*

RMP testified it took the Craig 1 unit offline to perform an inspection the Environmental Protection Agency (EPA) requires. Specifically, RMP sought to fulfill the EPA's mandate to comply with its Mercury and Air Toxics Standards (MATS), a process the EPA requires RMP to perform every three years on the unit. In written surrebuttal testimony, RMP clarified MATS "is not just a testing requirement," it requires RMP perform a periodic "tune-up" to ensure combustion systems "are functioning properly and not emitting higher levels of emissions than they should."[17]

[17] Surrebuttal Test. of B. Richards at 4:73-80.

RMP testified MATS work is typically performed during planned maintenance or "overhauls," but RMP canceled the overhaul planned for 2022 on the unit because it plans to retire it at the end of 2025. RMP concedes the primary purpose of the outage was to comply with MATS but adds it "took advantage of the time offline to address other important maintenance items."[18]

DPU argues RMP should have sought a waiver of the EPA-required testing given its plan to retire the unit at the end of 2025. DPU complains RMP's actions were inconsistent insofar as it justified canceling the full scope of maintenance work owing to the planned retirement, "creating an increased risk of outage events," but failed to seek a waiver from the EPA that may have avoided the derate altogether.[19] DPU concludes that RMP acted imprudently in failing to seek a waiver of the EPA's requirement and maintains that whether the EPA would have ultimately granted a waiver is a separate issue.

In response, RMP notes the unit had three more years of planned operation after the MATS inspection at issue, meaning a waiver would have resulted in the unit operating for six years without a MATS inspection, a period twice as long as the EPA permits. Additionally, RMP notes it is a minor share owner of Craig Unit 1, which Tri-State Generation and Transmission ("Tri-State") operates. RMP represents requesting

[18] Response Test. of B. Richards at 4:74-79 (the witness recounts the various maintenance tasks RMP performed but the specifics are designated confidential).
[19] Rebuttal Test. of P. DiDomenico and D. Koehler at 10:143-44.

a waiver would be inconsistent with Tri-State's corporate policy on compliance, which commits Tri-State to strive for 100 percent compliance with regulatory requirements.

Finally, RMP emphasizes DPU offers no evidence the EPA would have granted a waiver of the mandatory MATS work and asserts "it [was] inappropriate for the [DPU] to suggest [RMP] avoid the mandatory environmental inspection."[20]

At the outset, we make the following conclusions: (1) a prudent utility complies with governing law, including federal environmental regulations; and (2) prudence does not demand a utility avail itself of every conceivable opportunity to petition for a waiver of regulatory requirements, especially where no colorable basis exists to support the request for the waiver.

We do not suggest, however, that prudence never requires a utility to pursue waiver of a regulatory requirement. We recognize factual scenarios may arise where a reasonable and responsible utility could be expected to explore the possibility of obtaining a waiver, and such scenarios will almost surely involve some set of extenuating circumstances that suggest waiving the regulatory requirement is warranted.

For example, here, if the MATS were due on the eve of the unit's retirement, genuine questions would exist as to whether RMP should, at least, have investigated whether a waiver or accommodation was available under federal law. The facts would

[20] Response Test. of B. Richards at 5:101-03.

suggest the EPA's insistence on rigid compliance may prove unduly burdensome relative to benefits, and RMP could argue in good faith that a short waiver pending the unit's retirement would not undermine the EPA's regulatory intent. Whether federal law allows for such a waiver and the likelihood of obtaining one is another matter. The salient point is this: it would be too strong to conclude that prudence never expects utilities to pursue waivers of regulatory requirements, but a situation where prudence would require investigating the availability of a waiver will involve extenuating circumstances or other identifiable bases that justify the request to waive the requirement.

Here, DPU declares RMP ought to have requested a waiver of the MATS from the EPA, but DPU fails to identify the basis a similarly situated and reasonable utility would have relied on to support its request to waive the requirement. The PSC appreciates the distinction DPU makes between requesting a waiver and being granted a waiver. Nevertheless, if RMP's error is in "not even making the request,"[21] as DPU contends, there must be a reason RMP ought to have made the request in the first instance. Otherwise, prudence would require RMP to seek a waiver of all regulatory requirements else the DPU later arbitrarily identify one such instance as an occasion where prudence demanded RMP pursue a waiver.

[21] Rebuttal Test. of P. DiDomenico and D. Koehler at 10:138.

DPU's argument simply fails to identify any relevant basis upon which RMP might have relied in asking the EPA to exempt it from the MATS requirement. DPU criticizes RMP's decision to forgo planned overhaul-related maintenance in light of the unit's planned retirement at the end of 2025 and argues this choice is inconsistent with its decision not to seek an exemption from the MATS requirement. We find the two decisions are not inconsistent, as the former involves a business decision RMP made to forgo costs associated with improving and overhauling a resource RMP plans to retire in a few short years, and the latter involves a legal requirement the EPA requires to protect the public from mercury and air toxicity.

Additionally, assuming the EPA may lawfully grant waivers of the MATS requirement,[22] the PSC can discern no reason the EPA would find RMP's plan to retire the unit three years after the required MATS to be remotely relevant in evaluating any request for waiver. We see no reason the planned retirement would be material given the MATS requirement must be satisfied every three years. We expect RMP's decision to cancel the planned "overhaul" on the soon to be retired unit would be similarly irrelevant insofar as the work necessary to comply with MATS was performed.

In sum, RMP provided uncontroverted evidence it took Craig 1 offline to perform the EPA-mandated MATS inspection. We find this constitutes substantial

[22] The EPA's authority to do so is not established in the record, and RMP's surrebuttal testimony contends a federal court has held the EPA lacks such authority, though the testimony does not provide a citation for the case. *See* Surrebuttal Test. of B. Richards at 5:88-91.

evidence RMP acted prudently in incurring costs associated with the outage. DPU has not provided any evidence to rebut the evidence RMP acted prudently. The PSC rejects DPU's unsupported assertion RMP acted imprudently by electing not to file a baseless petition to avoid compliance with an EPA-mandated environmental safety regulation.

The PSC denies the adjustment DPU seeks with respect to the Craig 1 unit.

ii. *RMP failed to provide substantial evidence it prudently incurred costs with respect to the DJ Unit Derates.*

DPU proposes an adjustment related to circumstances that forced RMP to temporarily derate (i.e. decrease a unit's generation output without taking it offline) the DJ Units. Parties have marked most of the details "confidential," therefore, the PSC addresses the issue in vague terms to protect the information's confidentiality. The PSC's underlying analysis is based on its full review of the unredacted record.

In broad terms, the derate was a consequence of RMP's experiencing a shortfall in its supply chain for a commodity necessary to run the units at full capacity. DPU asserts the derate would not have been necessary but for RMP's inadequate planning and argues RMP could have avoided the problem had it adopted certain standards prior to the problem occurring.

RMP argues the problem resulted from unexpected constraints in supply and asserts it acted responsibly in remediating the immediate problem and then working to expand its access to the necessary commodity to ensure the problem does not occur in the future.

We find RMP has failed to provide substantial evidence that it acted prudently with respect to the shortfall in the commodity that caused these derates. We recognize market conditions or other circumstances beyond RMP's control may cause supply chain issues. However, RMP has not provided testimony sufficient to demonstrate it prudently managed its stock and access to the commodity at issue prior to the deficiency that necessitated the derates.

We approve the DPU's recommended adjustment with respect to the DJ Unit derates and, specifically, approve this adjustment in the amount stated in the Rebuttal Testimony of Philip DiDomenico and Dan F. Kohler.[23]

b. RMP Provided Substantial Evidence It Prudently Incurred Costs with Respect to the Disputed Physical Power Purchases.

DPU recommends the PSC decline to allow RMP to recover approximately $6.5 million in claimed EBA Costs that RMP incurred to transact a series of Physical Power Purchases. Here again, much of the evidence is designated confidential, and the PSC must necessarily describe some of it in vague terms to preserve confidentiality. The PSC's analysis is nevertheless based on its review of the full, unredacted record.

The disputed Physical Power Purchases involve RMP purchasing a particular amount of electricity for delivery at a specific time and date. RMP characterizes all

[23] The amount of the adjustment we approve is located on page 9 of the testimony, at line 119 on a system-wide basis ($332,685) and line 120 on a Utah-allocated basis ($147,898).

physical power purchases as "part of a supply hedge portfolio," i.e., they contribute to ensuring RMP has access to the power it needs to meet customer demand.[24]

DPU does not object to RMP having purchased the physical power reflected in the disputed transactions, rather DPU contends RMP acted imprudently by entering "fixed-price transactions" as opposed to "index-priced transactions."

Both fixed-price and index-priced transactions involve a counterparty agreeing to sell electricity to RMP at a point in the future. However, in a fixed-price transaction the price is set at the time the transaction is entered. In an index-priced transaction, the price "floats" until the day the transaction settles and is then based on an index price ordinarily published by the Intercontinental Exchange. The alternative to either of these instruments is to forgo entering a forward-looking agreement and buy at the "spot" market price, taking whatever the market price is at the time the power is desired.

DPU argued in pre-hearing, written testimony that RMP imprudently entered fixed-price contracts for all the Physical Power Transactions, locking in an exorbitantly high price. DPU maintained that RMP should have sought to enter index-priced transactions, which would have allowed the price to float and resulting in a final price lower than the prices received under the fixed-price contracts. In written rebuttal testimony, DPU concludes RMP had a choice to use index-priced transactions

[24] Response Test. of D. Staples at 3:57-58.

but elected not to do so because it wanted to capitalize on the financial hedging that fixed-price contracts offer.

In surrebuttal written testimony, RMP explained that power sellers in the western United States generally require significant "price adders" to enter index-priced contracts whereby the purchaser must agree to pay some fixed price that is added to the index price when the transaction settles. RMP explained volatility was quite high at the time, and these price adders increase "a great deal because deliverability risks are exacerbated under those conditions" and sellers require significant price adders to compensate them for shouldering that risk.

RMP conceded "index-priced products with minimal or no price adders is possible in some markets … for a host of reasons, including … a significantly larger number of available counterparties, differing sophistication levels among commodity producers, the presence of a liquid and established reference market …, interest from financial market makers, and ease (or difficulty) of physical delivery."[25] RMP testified its access to index-priced contracts in the western market is much more limited and, even where offered, requires RMP to pay a significant price adder on top of the index-price at settlement. That is, RMP contends DPU's criticism erroneously assumes RMP has access to cheaper index-priced transactions (i.e. without a price adder) that are available in other markets but are simply not available to RMP. Finally, RMP

[25] Surrebuttal Test. of J. Fritz at 4:82-87.

emphasized in its written surrebuttal that DPU had misinterpreted certain of its discovery responses in assuming RMP had "chose[n] to reject" index-priced contracts with no price adder and clarified RMP "emphatically" did not intend to indicate it had such a choice.[26]

At hearing, DPU reiterated that it does not dispute RMP's decision to acquire the physical power at issue and testified it can ultimately take no position as to whether RMP's decisions were reasonable based on the information RMP had at the time it entered the contracts. DPU expressed frustration that RMP had not provided information concerning RMP's analysis for each individual transaction, rendering it impossible for DPU to meaningfully scrutinize RMP's choices. Because RMP provided no contemporaneous analysis of its decisions to enter these transactions, DPU argued RMP cannot meet its burden to demonstrate it acted prudently in choosing to enter the transactions and continues to recommend the PSC disallow the costs associated with the Physical Power Purchases.

As an initial matter, the PSC acknowledges and shares DPU's frustration as regards its ability to scrutinize individual power purchases. Conversely, the PSC understands that RMP's traders operate in a power market that requires quick decision-making and relies on much verbal communication, akin to what transpires on a trading floor. No statute, rule, or prior order of the PSC of which we are aware

[26] *Id.* at 4:73-75.

mandates RMP create contemporaneous records detailing the options available at the time it enters a trade and memorializing RMP's analysis.

Here, the Physical Power Purchases entailed prices that were extremely high, which RMP explains was the result of significant volatility and perceived scarcity the market was experiencing at the time. DPU does not dispute that RMP's decision to make these physical purchases was prudent, and DPU's criticism of RMP's decision to use fixed-price contracts appears to have been based on an erroneous assumption that more economic alternatives (i.e., cost-competitive index-priced contracts) were available.

We find RMP's testimony and admitted filings in this docket provide substantial evidence that RMP acted prudently in making the Physical Power Purchases, using the market instruments available to it to purchase power all parties concede was prudent for it to acquire. Though we, like the DPU, would prefer contemporaneously created documents existed to demonstrate RMP's analysis at the time of the trades, RMP's long-established business practice produced no such documents nor was it required to by law. Therefore, the PSC cannot find the absence of such analysis is evidence RMP acted imprudently.

The PSC recognizes DPU's inability to conduct an informed review of RMP's individual trading decisions is a genuine problem, especially when RMP enters trades at prices that are unusually high. The PSC intends to notice a technical conference, in

a separate docket, during which RMP will present information about making trades under unusual market conditions and explain what additional information it could provide to justify the trades later in a regulatory proceeding. After the technical conference, the PSC will evaluate what additional process is necessary, if any, to meaningfully improve DPU's opportunity to review unusually expensive market purchases.

For the foregoing reasons, the PSC declines to approve DPU's recommended adjustment concerning the Physical Power Purchases.

6. Order

The PSC approves the 2022 EBAC with the adjustment DPU recommended concerning the DJ rates. The PSC will issue the notice of technical conference discussed on the preceding page in a separate docket.

DATED at Salt Lake City, Utah, February 23, 2024.

/s/ Michael J. Hammer
Presiding Officer

Approved and Confirmed February 23, 2024 as the Order of the Public Service Commission of Utah.

/s/ David R. Clark, Commissioner

/s/ John S. Harvey, Ph.D., Commissioner

Attest:

/s/ Gary L. Widerburg
PSC Secretary
DW#332572

Notice of Opportunity for Agency Review or Rehearing

Pursuant to Utah Code Ann. §§ 63G-4-301 and 54-7-15, a party may seek agency review or rehearing of this written order by filing a request for review or rehearing with the PSC within 30 days after the issuance of the order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the PSC fails to grant a request for review or rehearing within 30 days after the filing of a request for review or rehearing, it is deemed denied. Judicial review of the PSC's final agency action may be obtained by filing a Petition for Review with the Utah Supreme Court within 30 days after final agency action. Any Petition for Review must comply with the requirements of Utah Code Ann. §§ 63G-4-401, 63G-4-403, and the Utah Rules of Appellate Procedure.

CERTIFICATE OF SERVICE

I CERTIFY that on February 23, 2024, a true and correct copy of the foregoing was served upon the following as indicated below:

By Email:

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