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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

<p>Request of Rocky Mountain Power for Approval of a Utah Fire Fund</p>	<p>Docket No. 25-035-61</p> <p>THE UTAH LARGE CUSTOMER GROUP'S REPLY LEGAL BRIEF REGARDING THE PUBLIC SERVICE COMMISSION'S AUTHORITY TO APPROVE A FIRE FUND SURCHARGE AND ADDITIONAL SUPPORT FOR MOTION TO DISMISS OR, IN THE ALTERNATIVE, TO STRIKE</p>
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February 20, 2026

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I. INTRODUCTION

Pursuant to the Public Service Commission of Utah’s (“Commission”) January 30, 2026 Order, the Utah Large Customer Group (“UTLCG”) files this Reply Brief (1) responding to the initial briefs filed on February 13, 2026 concerning whether the Commission has authority to approve Rocky Mountain Power’s (“RMP” or the “Company”) proposed fire fund surcharge in this docket and (2) providing additional support for the UTLCG’s Motion to Dismiss or, in the Alternative, to Strike the surcharge request.

As parties other than RMP largely agree, the Commission lacks authority to approve RMP’s fire fund surcharge in this proceeding. RMP’s argument that this is a “rate case” is in conflict with Utah law and the ordinary, accepted meaning of that term. Accordingly, the Commission should grant the UTLCG’s motion to dismiss the portion of RMP’s application seeking imposition of the fire fund surcharge or, in the alternative, to strike that request.

II. THE COMMISSION LACKS AUTHORITY TO APPROVE THE FIRE FUND SURCHARGE IN THIS PROCEEDING

RMP argues that because the fire fund statute references approval in a “rate case,” while other sections of statute reference a “general rate case,” the Legislature intended to allow surcharge approval in something less than a comprehensive rate proceeding. That argument fails. It rests on a myopic review of Utah law and engages in statutory interpretation analyses that are inapplicable and inappropriate. The primary purpose of statutory interpretation is to effectuate the Legislature’s intent; in doing so, the Commission must look to the statute’s plain language by affording the terms in the statute their “ordinary [and accepted] meaning” in the holistic context of other statutory

sections.¹ Only where statutory language is ambiguous may additional interpretive tools be employed. When the fire fund statute is read under these principles, it is clear that “rate case” means a comprehensive general rate case—which this proceeding is not.

A. “Rate Case” has a well-established meaning.

RMP’s analysis conspicuously avoids the most basic inquiry: what “rate case” means. Instead, the Company focuses on the presence or absence of the modifier “general,” without grappling with the settled usage of the underlying term.

As previously noted, “[t]he Commission must ‘assume the legislature used each term advisedly and in accordance with its ordinary [and accepted] meaning.’”² Where, as here, the legislature uses a term of art, the Commission “credit[s] the legal term of art.”³ As demonstrated in UTLCG’s February 13 filing, within public utility regulation—including Commission practice, regulatory scholarship, and among other utilities and regulators nationwide—the term “rate case” consistently and overwhelmingly refers to a comprehensive proceeding in which all components of a utility’s costs, revenues, and rates are examined. “Rate case” does not ordinarily describe this isolated proceeding in which RMP requests the Commission approve a singular surcharge.⁴

¹ UTLCG’s Legal Brief Regarding the Public Service Commission’s Authority to Approve a Fire Fund Surcharge and Motion to Dismiss or, in the Alternative, to Strike, pp. 2–3 (quoting Docket No. 19-057-33, Order Denying Office of Consumer Services’ Motion to Dismiss Application, or in the Alternative, Motion for Summary Judgment Denying Application, p. 16 (Apr. 27, 2020)) (alteration in original) (also citing Docket No. 20-2618-01, Amended Order on Review, Rehearing, or Reconsideration, p. 15 (May 12, 2021)).

² *Id.* at p. 2 (quoting Docket No. 19-057-33, Order Denying Office of Consumer Services’ Motion to Dismiss Application, or in the Alternative, Motion for Summary Judgment Denying Application, p. 16 (Apr. 27, 2020)).

³ *Rueda v. Utah Lab. Comm’n*, 423 P.3d, 1175, 1201 (Utah 2017).

⁴ *See* UTLCG’s Legal Brief Regarding the Public Service Commission’s Authority to Approve a Fire Fund Surcharge and Motion to Dismiss or, in the Alternative, to Strike, pp. 6–10.

B. “Rate Case” and “General Rate Case” are used synonymously in Title 54.

RMP also attempts to manufacture a distinction between “rate case” and “general rate case” by invoking the surplusage canon, arguing that the absence of the word “general” must be meaningful.⁵ That argument collapses when Title 54 is read as a whole.

As the Office of Consumer Services (“OCS”) and the Utah Association of Energy Users (“UAE”) explain, treating “rate case” as synonymous with “general rate case” avoids (rather than creates) surplusage.⁶ Indeed, if not considered synonymous, the phrase “as approved by the commission in a rate case” in the fire fund statute and the phrases “rate case *or other appropriate proceedings*” in other statutory sections would be rendered meaningless. While RMP requests that the Commission find that the Legislature *intended* to create an entirely new type of Commission proceeding when it limited approval of a surcharge to a “rate case,” the Commission cannot “infer substantive terms into the text that are not already there.”⁷ The Legislature knows how to direct specific types of cases to specific proceedings, and it could have done so by not limiting approval of the fire fund surcharge to a rate case, by allowing approval in “other appropriate proceedings,” or by defining “rate case” to mean what RMP envisages. It did none of these things.

The better reading harmonizes with Title 54. The Legislature uses “rate case” as shorthand for general rate cases, including in provisions that cross-reference the general rate case statute itself and in contexts that plainly involve comprehensive ratemaking determinations. Specifically, the term “rate case” is used in reference to the “general rate case” statute, is even used in the “general rate case” statute itself, and is used in reference to a utility’s application components that

⁵ RMP’s Brief on Legal Authority to Approve RMP’s Request to Approve a Utah Fire Fund, p. 6 (citing *Nevaras v. M.L.S.*, 345 P.3d 719, 725 (Utah 2015)).

⁶ See generally OCS’s Legal Brief; UAE’s Legal Brief.

⁷ *Ragsdale v. Fishler*, 491 P.3d 835, 844 (Utah 2020).

are only addressed in “general rate cases.”⁸ Most telling of synonymous interpretation is Utah Code § 54-7-12(4)(a)(iii). There, the Legislature permits the Commission to implement interim rates from a “general rate increase” or “general rate decrease.” The statute requires the Commission to hold a hearing but notes that the hearing “need not encompass all issues that may be considered in a rate case hearing pursuant to Subsection (2)(d).” Subsection (2)(d) is the Commission’s general rate case procedure. Thus, the Legislature has specifically used “rate case” to describe its general rate case process. There is no reason to strain a different result here.

Accordingly, the proper reading of the fire fund surcharge statute, in the context of the other sections of statute in Title 54, is that “rate case” is synonymous with “general rate case.”

C. RMP employs unnecessary and inapplicable tools of statutory interpretation.

Having failed to carry its burden under a plain-language analysis, RMP turns to interpretive tools that have no role here. Utah law is clear: where statutory meaning is evident from the text, the inquiry ends. Specifically, as the Division of Public Utilities (“DPU”) notes, “[w]hen the meaning of a statute can be discerned from its language, no other interpretive tools are needed.”⁹

As discussed, the plain meaning of “rate case” is synonymous with “general rate case.” And while RMP disagrees with this interpretation, the Company itself does not contend that more than a plain meaning review of the surcharge statute is needed. Nevertheless, RMP employs two analyses that go beyond plain language review.

First, RMP relies on legislative history surrounding SB 224.¹⁰ However, the Commission and the Utah courts have been clear that “[o]nly if the language of the statute is ambiguous should the Commission ‘look beyond the statute to legislative history . . . to ascertain [a] statute’s

⁸ OCS’s Legal Brief, pp. 5–10; UAE’s Legal Brief, pp. 6–10.

⁹ DPU’s Legal Brief, p. 5 (quoting *Anderson v. Utah Dep’t of Com.*, 572 P.3d 373, 377 (Utah 2025)).

¹⁰ See RMP’s Brief on Legal Authority to Approve RMP’s Request to Approve a Utah Fire Fund, p. 7.

intent.”¹¹ RMP does not—and cannot—demonstrate that the fire fund statute is ambiguous when read according to ordinary meaning and statutory context.

Second, RMP invokes the canon that a more specific statute governs over a more general one.¹² Yet, that canon applies only where “two statutory provisions conflict in their operation”¹³ No such conflict exists. Indeed, even RMP explicitly notes that “the Company does not contend . . .” the fire fund surcharge statute is in conflict with the other “general rate case” sections.¹⁴ Having conceded the absence of conflict, and because the terms “rate case” and “general rate case” do not conflict, the plain meaning prevails.

RMP’s analyses fail to demonstrate the Commission has legal authority to approve the fire fund surcharge in this proceeding. As evidenced by all other non-Company parties, the surcharge can only be approved in a comprehensive, general rate case.

III. ADDITIONAL SUPPORT FOR UTLCG’S MOTION TO DISMISS OR, IN THE ALTERNATIVE, TO STRIKE

Because the Commission lacks the authority to approve the fire fund surcharge in this proceeding, the UTLCG properly moved to dismiss the surcharge request for failure to state a claim upon which relief can be granted, or alternatively to strike it.¹⁵ While RMP, in its briefing on the same day, noted that “to date, no party has moved to dismiss the Company’s request for having been filed unlawfully[,]”¹⁶ that is no longer the case. In light of the extensive support found in the initial legal briefs of other parties, the UTLCG’s February 13 Motion is proper.

¹¹ UTLCG’s Legal Brief Regarding the Public Service Commission’s Authority to Approve a Fire Fund Surcharge and Motion to Dismiss or, in the Alternative, to Strike (quoting Docket No. 20-2618-01, Amended Order on Review, Rehearing, or Reconsideration, p. 15 (May 12, 2021)) (alteration and omission in original).

¹² RMP’s Brief on Legal Authority to Approve RMP’s Request to Approve a Utah Fire Fund, p. 11.

¹³ *Taghipour v. Jerez*, 52 P.3d 1252, 1255 (Utah 2002).

¹⁴ RMP’s Brief on Legal Authority to Approve RMP’s Request to Approve a Utah Fire Fund, p. 11.

¹⁵ UTLCG’s Legal Brief Regarding the Public Service Commission’s Authority to Approve a Fire Fund Surcharge and Motion to Dismiss or, in the Alternative, to Strike, p. 12.

¹⁶ RMP’s Brief on Legal Authority to Approve RMP’s Request to Approve a Utah Fire Fund, p. 13.

In their preliminary legal briefs, other parties voiced support for the Commission’s partial disposition of the proceeding. OCS agrees with the UTLCG that “Section 54-24-301(3)(a) only requires that the surcharge must be approved in a general rate case, not that the entire fire fund proceedings take place within a general rate case.”¹⁷ Additionally, it may be procedurally preferable for the Commission to consider non-surcharge fire fund issues, such as “fire fund size, finalizing an appropriate trust agreement, and establishing fire fund withdrawal and reimbursement procedures that balance customer and shareholder interests[,]”¹⁸ in this docket before the surcharge is addressed in RMP’s next rate case. As OCS notes, addressing non-surcharge fire fund issues in this docket will prevent the unnecessary addition of a complex topic to the next “time-limited” RMP general rate case, ameliorating the burden of the next rate case on the Commission, Staff, the Company, and intervenors.¹⁹ DPU agrees, and explains that by resolving non-surcharge issues in this docket, the Commission and all participating parties will be able to focus more attention to other important Utah fire fund issues than they would in a general rate case proceeding.²⁰

RMP, on the other hand, argues that the resolution of the surcharge in this proceeding would support the Commission’s preference to avoid “needless delay” in implementing RMP’s Utah fire fund.²¹ However, the delay in implementing RMP’s fire fund when evaluating the surcharge in a comprehensive general rate case is not “needless” when it is required by Utah law. Furthermore, as the UTLCG previously noted, RMP had an opportunity to seek approval of the Utah fire fund and associated surcharge in its recently concluded rate case but chose not to act on the opportunity when it arose; the Company is responsible for any “delay” that may exist. RMP

¹⁷ OCS’s Legal Brief, p. 10.

¹⁸ UTLCG’s Legal Brief Regarding the Public Service Commission’s Authority to Approve a Fire Fund Surcharge and Motion to Dismiss or, in the Alternative, to Strike, pp. 12–13.

¹⁹ OCS’s Legal Brief, pp. 10–12.

²⁰ DPU’s Legal Brief, p. 9.

²¹ RMP’s Brief on Legal Authority to Approve RMP’s Request to Approve a Utah Fire Fund, p. 12 (quoting Order Vacating Scheduling Order and Setting Deadlines, p. 4).

also contends that “[s]ignificant time and resources have already been expended to develop the current record.”²² Yet, as discussed above, the time and resources that have been dedicated to this docket to date need not go to waste if the surcharge is appropriately considered in a comprehensive general rate case. The effort put into this proceeding can be used to finalize other important elements of the Utah fire fund while allowing the Commission, Staff, and other parties to properly evaluate the surcharge in the context of a general rate case.

Accordingly, it continues to be both necessary and efficient to dismiss (or strike) the fire fund surcharge from this proceeding and to consider resolving other RMP Utah fire fund issues in this docket.

IV. CONCLUSION

As the UTLCG and other parties agree, this proceeding is not a “rate case,” and, accordingly, RMP is required to seek approval for its Utah fire fund surcharge in a separate, comprehensive general rate case proceeding. The UTLCG respectfully requests that the Commission dismiss (or strike) the portion of RMP’s application requesting to implement its fire fund surcharge.

²² *Id.* at p. 13.

Respectfully submitted on February 20, 2026.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing *The Utah Large Customer Group's Reply Legal Brief Regarding the Public Service Commission's Authority to Approve a Fire Fund Surcharge and Additional Support for Motion to Dismiss or, in the Alternative, to Strike*, was served this 20th day of February, 2026, to the following:

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