

Hearing - March 17, 2026

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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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Application of Rocky Mountain Power \*

for Approval of a Large-Load Service \* Docket No. 26-035-05

Contract Between PacifiCorp and a \*

Large-Load Customer \*

\*

\* \* \* \* \*

HEARING ON MOTIONS

March 17, 2026

9:00 a.m. to 12:36 a.m.

Hearing Room 403, Heber M. Wells Building

Reported by: Spencer Von Jarrett, RPR No. 993793

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A P P E A R A N C E S

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P R O C E E D I N G S

[On the record at 9:00 a.m.]

CHAIR FENN: Good morning, everyone. We're here on the matter of the application of Rocky Mountain Power for approval of a large-load service contract between PacifiCorp and a large-load customer. That's Docket Number 26-035-05.

Let's take appearances for the record. Let's first begin with Rocky Mountain Power.

MS. WALKER: Good morning. Ashley Walker of Dorsey & Whitney for Rocky Mountain Power. And I have Katherine Smith who is in-house counsel for Rocky Mountain Power with me.

CHAIR FENN: Thank you, Ms. Walker and Ms. Smith. For the Division?

MS. SCHMID: Patricia E. Schmid with the Attorneys General office on behalf of the Division. Patrick Grecu is also here as counsel.

CHAIR FENN: Okay. I see him. All right. Mr. Moore.

MR. MOORE: Yes; Robert Moore of the Attorney General's office representing the Office of Consumer Services. Our witness today will be Cameron Irmas.

CHAIR FENN: I guess I could have asked folks for their witness, but we'll come to that. I think we know.

All right. So let's go to Mr. Russel.

MR. RUSSELL: Yes, good morning. Phil Russel on

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1 behalf of the Utah Association of Energy Users. Our witness  
2 today will be Justin Bieber.

3 CHAIR FENN: Okay. I think we granted a motion for  
4 leave to intervene of Utah Clean Energy. Dr. Mitchell is here.  
5 All right. You don't have counsel today?

6 MR. MITCHELL: No.

7 CHAIR FENN: Thank you.

8 [UAE'S MOTION FOR ACCESS TO RAO MATERIAL]

9 CHAIR FENN: All right. As a preliminary matter, I'd  
10 like to take up the consideration of the UAE's motion for  
11 access to material marked Regulator Access Only. And I guess  
12 the first question I have is, have we reached any resolution on  
13 this or is the matter moot considering the settlement  
14 agreement?

15 MR. RUSSELL: I think the answer to both of those is  
16 no. We have not joined the settlement stipulation.

17 CHAIR FENN: I knew that.

18 MR. RUSSELL: And the matter has not been otherwise  
19 resolved. Okay. Well, let's take that matter first then;  
20 okay?

21 MR. RUSSELL: Okay.

22 CHAIR FENN: Mr. Russell, will you go ahead and  
23 present your arguments on that.

24 MR. RUSSELL: Thank you, Mr. Chairman.

25 //

1 [ARGUMENT ON BEHALF OF UAE]

2 MR. RUSSELL: I want to start with what this dispute  
3 is not about. Oftentimes these sorts of disputes come to  
4 adjudicatory bodies that are really a symptom of sort of  
5 underlying mistrust between the parties, and that's not what's  
6 happening here. This is two parties who are trying to work  
7 together to navigate a new rule. And, you know, we just have a  
8 difference of opinion about how it should be navigated. I  
9 think both parties are operating in good faith here.

10 We filed the motion in part as a reflection of our  
11 position in the docket, which is:

12 With respect to the contract itself, we don't really  
13 take a position.

14 With respect to the request by Rocky Mountain Power  
15 for approval of the accounting mechanism, we do take an  
16 interest in that because it will affect future proceedings  
17 regarding rates. And we feel like the access that we were  
18 provided or not provided to information sort of impedes our  
19 ability to evaluate their discussion about the accounting  
20 mechanism.

21 Rocky Mountain Power in its filing says that the  
22 charges protect other customers, they have a discussion about  
23 the reservation charge and the energy charge, and provide a  
24 discussion or at least some statements in their testimony to  
25 discuss how those charges protect other customers from shifting

1 of costs. I'll give just kind of two very quick examples:

2 If you turn to Mr. Eller's testimony on page four of  
3 his direct testimony.

4 CHAIR FENN: Just give us a second.

5 MR. RUSSELL: Sure.

6 CHAIR FENN: Okay.

7 MR. RUSSELL: The paragraph towards the bottom of  
8 that page is mostly redacted, and so all I have to go on is the  
9 context in which that paragraph appears. The preceding  
10 paragraph includes a description of the reservation charge and  
11 how, at least in high-level terms, that charge protects other  
12 customers.

13 And the text that immediately follows the redacted  
14 text kind of is a summary of what has been previously said, and  
15 so therefore there's going to be benefits to other customers.  
16 I can't see what's behind the redactions to judge whether that  
17 sort of conclusory statement is true.

18 I'll kind of ask the Commission to move and the  
19 parties to move to pages 9 through 11 of Mr. Eller's direct  
20 testimony as just another quick example.

21 There are several areas where the response to a  
22 question is redacted, and the question itself is, "Please  
23 describe the energy charge and how its design ensures that  
24 existing retail customers benefit or are held harmless from the  
25 proposed LLSC."

1           It's difficult for us to evaluate whether the  
2 description there demonstrates that other customers will be  
3 held harmless simply because we can't see it.

4           We cite additional materials in our motion and have  
5 indicated that we'd agree that only I and Mr. Bieber would be  
6 the ones that could view it. Both of us have signed the  
7 Commission's NDA, as contemplated in the Commission's rules.

8           By rule, the new rule that this Commission has  
9 adopted, Rocky Mountain Power has the obligation to demonstrate  
10 that the redacted materials are commercially sensitive and that  
11 the disclosure could place it at a competitive disadvantage.

12           They, in their opposition brief, indicate that all of  
13 the information that has been redacted is commercially  
14 sensitive. Of course, I can't respond to that because it's  
15 redacted and I can't see it.

16           By rule, credit and price terms are presumed to be  
17 commercially sensitive and are appropriately redacted.

18           And I'll reiterate here, -- and we may not have made  
19 this point clear enough in our motion -- we are not seeking  
20 access to the price terms or the credit terms. I don't need to  
21 see those. What I do need to see is the explanation for how  
22 the charges that are at issue here can or do prevent the shift  
23 of cost to other customers.

24           Rocky Mountain Power argues that the UAE has failed  
25 to rebut the presumption that the redacted materials are

1 commercially sensitive. And I think that may put the cart  
2 before the horse a bit: they first have to demonstrate that the  
3 redacted text is entitled to that presumption. And again, I  
4 can't see the redacted text, so I can't say whether it is or is  
5 not part of those categories of materials that are entitled to  
6 that presumption.

7           Although I'll note that some of the redactions, just  
8 looking at page three of Mr. Eller's direct testimony, seem to  
9 be materials that identify other terms like the location of  
10 where this customer will be served, which I don't really need  
11 to see. But just pointing out that it's not the sort of  
12 commercially sensitive information that the rule identifies,  
13 including additionally the term length, the forecasted peak  
14 load. And again, none of that stuff is entitled to the  
15 presumption of commercial sensitivity.

16           There are other bits of redacted texts, including the  
17 stuff that we've already talked about, seems to be just an  
18 explanation of how certain terms will protect other customers,  
19 which does not seem to be, to me anyway, to be a commercially  
20 sensitive issue. And providing this information to UAE under  
21 confidentiality restrictions doesn't place Rocky Mountain Power  
22 at a commercial disadvantage.

23           Even if some of the redacted text is commercially  
24 sensitive, I don't think Rocky Mountain Power has shown that  
25 the disclosure could result in a commercial disadvantage to it.

1           They argue that even if we don't disclose or use the  
2 information in some way that we're not allowed to, once we've  
3 seen it, we can't forget the information and that we, having  
4 internalized that information, might advise our clients in a  
5 way that would disadvantage it. I've got two responses to  
6 that:

7           One, my memory's not nearly as good as you all think  
8 it is. I pretty routinely read commission orders and say, "Oh,  
9 yeah, I totally forgot that that was an issue in this case."  
10 But you don't have to trust that that's the case.

11           The second argument, though, is one I do want to  
12 linger on a bit. And that is this notion that having seen  
13 information, we'd internalize it, and without even really  
14 realizing it, we'd use it in some way to provide advice to our  
15 clients that could commercially disadvantage the Company.

16           I'm concerned about that argument in part because I  
17 think it could be used in basically every docket that comes  
18 before this commission where there's information that the  
19 Company could say there is some commercial sensitivity around  
20 it. I think it could be used in a widespread way to prevent  
21 folks like UAE or Nucor or WRA or Utah Large Customer Group or  
22 any of the others that sit at this table over here from  
23 meaningfully participating in proceedings where there is  
24 information that could be argued to be highly confidential.

25           And so I ask the Commission to be considerate when

1 considering that argument and to construe it narrowly.

2 And I'll just close here by noting a couple of  
3 things. Again, we're not seeking the price or the credit  
4 terms, those very terms that the rule says are by their very  
5 nature are commercially sensitive. We're entitled to rebut  
6 that, but we're not actually seeking access to that, so I'm not  
7 trying to rebut it.

8 Rocky Mountain Power argues that the alternative  
9 protections that we have proposed are insufficient. As I  
10 mentioned, we've offered to just have it be provided to Mr.  
11 Bieber and myself. Their argument is, "Well, if that were  
12 sufficient, we wouldn't need to designate it as Regulator  
13 Access Only."

14 What I'll note is the alternative treatment that  
15 we've proposed is precisely what the rule contemplates that  
16 someone in my position would propose, which is -- and that's in  
17 R746-318-1036(A), which says that a party seeking to challenge  
18 the designation can propose an alternative mechanism for  
19 protecting the information, including restricting access to  
20 persons who execute non-disclosure agreements as contemplated  
21 under Section R746-1-602. That's what we did here.

22 Lastly, Rocky Mountain Power argues that, you know,  
23 the review by the Division and the Office is sufficient, and so  
24 therefore the Commission need not concern itself with providing  
25 access to UAE or, you know, their dockets, I suppose, others.

1 I'd like to respond to that by saying that I trust the Division  
2 and the Office to do a very thorough job, but I'll note that in  
3 various dockets, we all kind of identify different issues.  
4 Look at any docket in any rate case that this commission has  
5 dealt with: we don't always see things the same way, we provide  
6 different expertise.

7 And in a docket where the timeline here is so short  
8 and the dollars here are so big, I think it's important that as  
9 many people who are reasonably capable of seeing that  
10 information, I think it's more important, not less.

11 And lastly, I'll note this is kind of my one shot at  
12 making sure that the accounting mechanism for this contract is  
13 done right. Because once the Commission issues an order and  
14 says "You can do the accounting this way", I don't have an  
15 opportunity in the next rate case to fight that in the event  
16 that we think that it does, in fact, result in a shift of  
17 costs.

18 So that's why it was important for us to raise this  
19 issue now. And so that's really the point here is not because  
20 we don't trust Rocky Mountain Power. We've had some good  
21 discussions with them about this and have tried to resolve  
22 this, you know, through those discussions. We're maybe a  
23 little late in bringing it to the Commission's attention, but  
24 it was because we were trying to work through it on our own.  
25 But we feel like we need to kind of take a stand on this

1 because it's a new rule and because I don't want to be shut out  
2 of that information either going forward or in some rate case  
3 where we're concerned that the mechanism that has been  
4 identified here does lead to a shift in costs.

5 So with that, I'll leave it. Thank you.

6 CHAIR FENN: Okay. All right. Thank you.

7 Let's hear from Rocky Mountain Power. Who's going to  
8 argue this; Ms. Walker?

9 MS. WALKER: I am, thank you.

10 CHAIR FENN: Okay.

11 MS. WALKER: Am I speaking loud enough?

12 CHAIR FENN: Yes.

13 MS. WALKER: All right.

14 [ARGUMENT ON BEHALF OF RMP]

15 MS. WALKER: Rocky Mountain Power appreciates the  
16 opportunity to talk with the Commission about the motion. I  
17 want to address at the outset what makes this situation unique  
18 from other proceedings where the Commission has to consider  
19 sort of the role of the access that interveners like  
20 Mr. Russell and his client, as well as the other entities he  
21 referred to.

22 This is a little bit unique because S.B. 132, the  
23 statute that we're here in front of the Commission under,  
24 creates competition that does not ordinarily exist in this  
25 space and creates a possibility that Rocky Mountain Power will

1 be in a position to negotiate contracts and to lose out on  
2 business to other service providers that is just different than  
3 the way that the Commission is ordinarily regulating the  
4 utility. And as a result, there is information -- such as  
5 the Commission has protected pricing and credit -- that is  
6 really critically important to the ability of the utility to  
7 compete in this space for future business.

8 And so that is the heart of our opposition to the  
9 motion generally, but in particular I think why the argument  
10 that Rocky Mountain Power has made with respect to the adequacy  
11 of the protections proposed by UAE, why those are insufficient  
12 here where they might be in other contexts; where the customers  
13 who are participants in UAE may someday be in a position to be  
14 large-load customers and to negotiate for these prices. So I  
15 want to start there. And I think there are three critical  
16 issues:

17 First is the first, that this is a really important  
18 issue and it's because of this competitive nature that is  
19 unique.

20 Second, I appreciate Mr. Russell's point that he's  
21 not really seeking pricing information but that he needs to  
22 understand how existing customers are protected. That has been  
23 discussed and disclosed in detail without confidential  
24 protections or without the Regulator Access Only protection.  
25 In Mr. Mitchell's testimony, Mr. Eller is prepared to discuss

1 that today. Of course, UAE is not a participant in the  
2 settlement, but I think that the now publicly-disclosed  
3 settlement identifies how existing customers will be protected.

4 And so that is not the material that has been  
5 identified. The material that's been identified for potential  
6 disclosure is, with a couple of limited exceptions that I will  
7 address, is truly related to pricing. It defines the energy  
8 charge; it identifies the variables used to calculate it; and  
9 if the redactions were lifted, sort of the methodology/the way  
10 that Rocky Mountain Power came to how it would treat this  
11 customer and the price that it would pay under the terms of the  
12 agreement.

13 I'm happy to take the Commission to some examples. I  
14 think you probably have access to the unredacted copies, but  
15 I'm not sure how you want me to handle that, given that  
16 Mr. Russell, of course, to his point, can't see that.

17 CHAIR FENN: I think you can still reference the  
18 pages of the testimony. The unredacted testimony you think is  
19 relevant, I understand Mr. Russell can't see it. But we're the  
20 ones that have to rule on the motion, so we might as well hear  
21 what you have to say.

22 MS. WALKER: Sure. All right.

23 So lines 80 through 89, which is on page 4.

24 CHAIR FENN: Of Mr. Eller's?

25 MS. WALKER: That's right. I apologize.

1           That identifies the various inputs that were used to  
2 calculate the energy charge.

3           Similarly, lines 140 to 141 provide similar  
4 information with respect to the reservation charge.

5           I've sort of made a list. But essentially,  
6 everything that's been identified from Mr. Mitchell's  
7 testimony, and most of which has been identified from Mr.  
8 Eller's, goes to the pricing, and in particular, the energy  
9 charge and how it was calculated, save the one exception for  
10 reservation charge.

11           On line 60, which is the reference on page 3 that  
12 Mr. Russell referenced, the location and -- although I think  
13 actually line 60 only speaks to the duration.

14           The language of the rule is pricing information and  
15 pricing implementation information. We would submit that the  
16 duration of the contract is sort of critical, in particular  
17 when paired with other information, of course, but it certainly  
18 affects how the price was reached. It's also confidential  
19 customer information. And for that reason, we've designated it  
20 as such. But that is truly the exception: the location and the  
21 duration and the remainder truly speak to the inputs of the  
22 energy charge and the reservation charge.

23           I did want to correct the record briefly. On page 5  
24 of our opposition, we included a statement that, with respect  
25 to the work papers -- and we flagged it for deletion in the

1 final editing process and it didn't come out. It's the final  
2 sentence of the first paragraph there on the page. It's just  
3 not an accurate statement.

4 The work papers, which have been identified as  
5 potentially being appropriate for Mr. Russell and Mr. Bieber to  
6 review, speak to the calculation of the benefits and the  
7 resource selection, but both of those then become a part of the  
8 pricing. And so they're protected; I just think we probably  
9 overstate the matter when we say that it's a precise method for  
10 calculation. And I didn't want to be misleading to the  
11 Commission.

12 So, in sum, with respect to the substance of the  
13 statements, I don't think that they actually provide the  
14 information that Mr. Russell is seeking. They don't go to how  
15 existing customers will be affected; they go to how this price  
16 was determined so that it could be assessed to this particular  
17 large-load customer.

18 Instead, the information that UAE is seeking is the  
19 information regarding the various credits that will be applied  
20 and the way that this will be excluded from net power costs.  
21 Mr. Eller and Mr. Mitchell both speak to that and could  
22 certainly answer questions, I believe, in a public way today.

23 Finally, circling back to the sufficiency of the  
24 protections. As I said, I think that this is a novel  
25 situation, it's a unique situation. And so where the kind of

1 limiting to counsel and experts subject to an NDA might be  
2 permissible in other contexts here is particularly sensitive.

3 The other issue, and I don't think we made this point  
4 in our brief, is that Rocky Mountain Power is a competitor in  
5 this space. While how information is treated might not be the  
6 primary factor for customers determining from whom they will  
7 receive electric service, certainly how their information is  
8 handled is something that customers will consider.

9 And so if Rocky Mountain Power has to provide in a  
10 very public way, or even this more limited way proposed by UAE,  
11 information that its competitors will not have to -- that  
12 doesn't go to the statutory requirements directly, that will  
13 place Rocky Mountain Power in a competitive disadvantage. And  
14 I think the language of the regulations are that the  
15 alternative protective measures have to ensure that sort of  
16 competitive protection for competitively sensitive information.

17 And so I think just the pure environment and the way  
18 that disclosure of information could affect Rocky Mountain  
19 Power's ability to compete in this space.

20 CHAIR FENN: So just help me understand. Mr. Russell  
21 is saying he doesn't need the pricing terms or the credit  
22 terms, he doesn't need dollar amounts, he doesn't need the  
23 specific economic terms, the sensitive pricing information; he  
24 simply wants to see the methodology by which the accounting  
25 mechanism was arrived at.

1           Why is the methodology a highly sensitive Regulatory  
2 Access Only piece of information?

3           MS. WALKER: I think the methodology would provide  
4 sort of the ability to look at the circumstances and  
5 essentially to back into the price term. It wouldn't give you  
6 a dollar figure, -- you know, a total kind of all-in dollar  
7 figure -- but it would allow for to back into a number and to,  
8 even maybe not focusing on the number, to understand the way  
9 that Rocky Mountain Power is thinking about how this price  
10 should be structured and how -- I'm sorry, I'm trying to pick  
11 my words because I don't want to accidentally disclose  
12 information in the process of answering.

13           CHAIR FENN: Yeah, sure.

14           MS. WALKER: Essentially what he's asking for are the  
15 variables of the equation. And so while -- and then those  
16 variables could potentially have other public information that  
17 the equation could be performed and a number calculated.

18           CHAIR FENN: So knowing the various factors that you  
19 considered in arriving at a price, the mechanism, you think  
20 that in and of itself provides sensitive information to  
21 possible competitors that they could then extrapolate from the  
22 mechanism to obtain information that would be competitively  
23 sensitive or damaging to you?

24           MS. WALKER: Yes.

25           CHAIR FENN: How do you respond to that, Mr. Russell?

1 MR. RUSSELL: It's hard to respond to that because I  
2 don't know how these charges were put together or whether  
3 there's any -- whether the sort of backing in that is being  
4 described could actually happen. I can tell you that I have no  
5 interest in the actual numbers; I just want to make sure that  
6 the way that the price is determined, without regard to what  
7 the price is, but that what it does and how it is treated in  
8 the accounting mechanism will protect other customers.

9 I don't know whether I can back into the price,  
10 whether that representation is something that we could actually  
11 do without all of the other numbers that we would be deprived  
12 of. And it would remain, you know, I think appropriately  
13 redacted.

14 I don't know whether I could actually do that. I can  
15 tell you that's not my interest; I just want to make sure that  
16 whatever it is that is the mechanism here is protecting the  
17 other customers. And I think that's, you know, a legitimate  
18 concern of somebody who's in my position.

19 And I will say however we decide all of this probably  
20 is going to apply on a sort of going-forward basis. I think  
21 that's part of what this is about.

22 If we were in a position where a large-scale  
23 generation provider were here and seeking approval and Rocky  
24 Mountain Power wanted to know how some of this information were  
25 put together: you know, I don't know whether they'd be making

1 the same arguments that I'm making now, but I think we'd want  
2 to have enough information there to make sure that the utility  
3 is protected and that other customers are protected in that  
4 circumstance, too, for a connected large-load customer, at the  
5 very least.

6 And so I think let's take a bigger view about how  
7 these things may impact future proceedings, too.

8 CHAIR FENN: Well, I understand that. I guess a  
9 factor here that seems to me to be important is, you know, for  
10 whatever precedential value this ruling would have, there's a  
11 distinction here that we may not have in other cases. And that  
12 is you have the Division and the Office who both have looked at  
13 the unredacted terms of the contract and have arrived at a  
14 decision that costs are not passed on to other customers.

15 I mean, ultimately, isn't that your client's desire,  
16 is that other customers not be paying the costs of this  
17 contract?

18 MR. RUSSELL: That's right. That is my client's  
19 concern.

20 CHAIR FENN: Okay. So it seems to me that one of the  
21 things the Commission needs to weigh here is whether that  
22 stipulation entered into between the Division and the Office  
23 gives enough of a sense of comfort that those pricing  
24 mechanisms have been adequately considered. And there's been a  
25 decision arrived at between the settling parties that other

1 customers are adequately protected. I understand you don't  
2 have visibility to that, so you can't agree or disagree as to  
3 that, but that is a factor that the Commission needs to  
4 consider, which I would then address as to your going forward:

5 I'm not sure that this issue is foreclosed for time  
6 immemorial if it's resolved today.

7 MR. RUSSELL: Yeah, I agree. I think the Commission  
8 can, over time, kind of land in the right spot on this. I do  
9 think the Commission can and should take into consideration how  
10 other parties have reacted here. I think the Commission should  
11 also consider the very short timeframe in which they've had to  
12 do that reacting.

13 We're taking, you know, what I assume -- because I  
14 actually don't know -- what I assume is a very large load here  
15 that has a lot of dollars attached to it. And we're asking the  
16 parties to evaluate that over a very short period of time.

17 And, again, this is not a -- you know, by making this  
18 motion, it's not at all a critique of the abilities of the  
19 Division or the Office to perform that task. It's just in  
20 order for us to meaningfully participate in this, you know, we  
21 do need access to that information. I think it would be  
22 helpful to those of us who are all trying to make sure that the  
23 costs are not shifted to have as many eyes on this as  
24 reasonably can be had while protecting the information that  
25 should be protected. And that is the balance that I think the

1 Commission needs to reach.

2 CHAIR FENN: So if we were to rule in favor of your  
3 motion, what would you see the -- how would you see the process  
4 playing out? You understand as well as anyone -- you were  
5 involved on the hill on this -- that we have 60 days to rule on  
6 approval of this contract.

7 And that is -- the exact date, I have it in my  
8 office -- it's April 11th, 14th, something like that. Anyway,  
9 it's mid-April. So we're a little less than a month away from  
10 when it has to be ruled on.

11 MR. RUSSELL: Right.

12 CHAIR FENN: Are you proposing that if we grant your  
13 motion that we adjourn the proceeding today and come back after  
14 you have looked at the material and then rule on it?

15 MR. RUSSELL: No, I don't think that that would be  
16 necessary. Largely, as I mentioned kind of at the outset, this  
17 is with a view towards how these things are going to be done  
18 going forward. I think the Commission can continue to maybe  
19 take this under advisement here, can continue to take whatever  
20 evidence it needs to take on the settlement, whatever cross-  
21 examination that we can provide today, and give some thought as  
22 to how you rule on this.

23 I mentioned in my argument that we maybe could have  
24 filed this motion a bit earlier. I don't think that moots it.  
25 We really were trying to work this out with the utility, and we

1 just didn't get there. That would be my preference to work it  
2 out.

3 But in the absence of that, the rule tells me I've  
4 got to file some sort of challenge, and so that's what we did.  
5 Perhaps in the future we'll file that earlier, and we can  
6 address it earlier in a way that doesn't interfere with the  
7 Commission's adjudication here. I had wondered whether there  
8 was a mechanism through which the Commission could rule on the  
9 contract without ruling on the accounting method, but I think  
10 the rules require the Commission to find that the contract  
11 itself doesn't lead to the shift of cost. So you have to make  
12 that determination within the same 60-day period. So,  
13 unfortunately, I do think --

14 CHAIR FENN: Yeah, I don't think that option is  
15 available.

16 MR. RUSSELL: Yeah. I hoped it was, but going back  
17 to look, it's not there. And so I don't really have a great  
18 recommendation for how the Commission is to adjudicate this  
19 particular motion with respect to the hearing that we've  
20 already got today, other than to say it's not my goal to delay  
21 the proceedings or have everybody come back; we're largely just  
22 trying to make sure that our interests are protected here and  
23 sort of in other similar proceedings. That doesn't help you  
24 very much, I'm sorry.

25 CHAIR FENN: It's okay.

1 Commissioner Harvey has a question he'd like to ask.

2 MR. RUSSELL: Sure.

3 COMMISSIONER HARVEY: Actually, it's -- is that on;  
4 okay. It's for RMP, actually.

5 The rule contemplates this alternative procedure,  
6 which you've both spoken to. My impression is, based on the  
7 comments that RMP's position is, there is no acceptable  
8 alternative procedure. Is that a correct understanding of your  
9 position?

10 MS. WALKER: I think that there is probably an  
11 acceptable alternative procedure for some information. I think  
12 that, you know, to sort of speak in cliché, you know, we're  
13 talking about the Coke recipe or, you know, we're talking about  
14 sort of the critical equation for how this is reached. That to  
15 me seems like, first, something that the DPU, the OCS, and most  
16 importantly, the Commission can evaluate and protect other  
17 customers with. But that is so sensitive that both Rocky  
18 Mountain Power in its efforts to serve future customers, but  
19 also the customer in this contract, if it were ever to seek,  
20 whether in this jurisdiction or elsewhere, to build, you  
21 know -- or to have load served of this magnitude, that that  
22 would be a disadvantage.

23 So I think that the candid answer to your question  
24 has to be yes with respect to this information. That certainly  
25 doesn't mean that there would be information that could be

1 considered pricing implementation information that could be  
2 made available to, you know, a party's representatives,  
3 customer's representatives, subject to the NDA. I just don't  
4 think that this particular methodology can be, essentially  
5 without critically compromising their ability to compete, both  
6 Rocky Mountain Power and its customer.

7 COMMISSIONER HARVEY: So let me summarize what I'm  
8 understanding and tell me if I'm getting it right.

9 Mr. Russell has represented, and you have not denied  
10 it, that there was efforts to come to an agreement and that  
11 that did not happen. And based on this last answer, the reason  
12 that that didn't happen is Rocky Mountain Power just doesn't  
13 think the information that's been requested can be delivered  
14 under any circumstance.

15 MS. WALKER: I think there are two reasons:

16 First is the one that you just identified.

17 Second is that Rocky Mountain Power truly believes  
18 that the information necessary for UAE to conduct the analysis,  
19 to understand how existing customers will be protected, is  
20 publicly available in this filing already. It's been disclosed  
21 in the course of those conversations, and it's also documented  
22 in the settlement stipulation that's been filed with the  
23 Commission last week.

24 COMMISSIONER HARVEY: But you would agree that Mr.  
25 Russell would disagree with that characterization?

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1 MS. WALKER: I think that's right, and I think that's  
2 why we're here.

3 COMMISSIONER HARVEY: Yes, indeed.

4 Okay. I understand that Rocky Mountain Power's  
5 concerns relate to the impact on the Company's profitability or  
6 potential profitability.

7 Would you agree that one of the Commission's primary  
8 concerns is what happens with respect to other customers, not  
9 with what happens with respect to Rocky Mountain Power's  
10 business case?

11 MS. WALKER: I want to sort of -- I disagree with the  
12 reference to the profitability of Rocky Mountain Power. Rocky  
13 Mountain Power's ability to compete in this space does help  
14 protect its existing customers, its current customer in this  
15 agreement. And so I don't think that -- Rocky Mountain Power  
16 isn't here opposing this motion simply to make the most money,  
17 but rather because of the way that this agreement fits within  
18 the larger context of its ability to serve customers here in  
19 Utah. And so I do think that protecting this information does  
20 protect other customers.

21 I apologize. There was something else I wanted to  
22 say. Did that fully answer your question, or there might have  
23 been another part that I've --

24 COMMISSIONER HARVEY: I think I understand RMP's  
25 position there. That's all I have right now.

1 CHAIR FENN: Okay. Commissioner Clark has a  
2 question.

3 COMMISSIONER CLARK: This is for Mr. Russell.

4 Why doesn't paragraph 12 in this settlement satisfy  
5 your interests in, you know, the methodology that's involved?

6 MS. WALKER: Bear with me just a moment. Let me get  
7 this settlement up.

8 There it is. Oh, got it, yes.

9 I think we're actually going to talk about this with  
10 some of the witnesses today, but paragraph 12 does identify how  
11 certain types of costs would -- that the handling of certain  
12 types of costs would protect other customers. There are other  
13 costs that are going to be incurred as a result or that will  
14 rise as a result of the provision of service to this customer,  
15 I'll be specific.

16 This is an issue that we spoke about with Rocky  
17 Mountain Power, and that is -- and I assume they'll be prepared  
18 to address it today, but in a rate case, when you have the  
19 costs that are associated with the transmission system, the  
20 first thing that happens is that we look at all the rate base  
21 associated with the transmission system; we find the revenue  
22 requirement, the annual revenue requirement for that and that  
23 goes into part of rates. Included in that is a reduction of  
24 some of those costs for the revenues associated with other  
25 transmission customers.

1           So PacifiCorp's merchant function is one of the  
2 transmission customers, and what we do is we take out the costs  
3 associated with the usage of the system by other customers.  
4 And where we land is that Rocky Mountain Power's or  
5 PacifiCorp's, I should say, retail customers pay the costs  
6 associated with its merchant function's use of the system. In  
7 the event that its merchant function provides more service, it  
8 reduces the amount of credits we get from other transmission  
9 customers.

10           What we can't see from here and from the information  
11 that's available to us is how other customers are made whole or  
12 protected from that increase in costs or -- it results in an  
13 increase in costs because it's a decrease in the credits that  
14 you get back from other customers in a rate case setting.

15           Normally the ratio, I think it's roughly 80 to 20,  
16 meaning that 80 percent of the costs of the system are  
17 attributed to PacifiCorp's merchant function, 20 percent are  
18 generally attributed to other transmission customers. When you  
19 add a new large load, it's going to increase the ratio to  
20 something north of 80: 82, 83, whatever it is. So it's going  
21 to decrease the rest of it.

22           So while the information that's included in paragraph  
23 12 is helpful, it's incomplete in our view. And I think in  
24 order to satisfy our interest on that particular issue, we'd  
25 need to know -- there are all sorts of assertions about

1 benefits from other customers. We would need to know how this  
2 issue that I'm trying to describe -- and my witness would do a  
3 much better job of describing, by the way -- like what the  
4 increase in costs is associated with that line item and how  
5 that's addressed through some of the other benefits that are  
6 argued to be the result of this contract.

7 And it may well be that overall the customer -- you  
8 know, there are sufficient benefits where we can say all of the  
9 incremental costs are addressed. We just can't tell that, and  
10 that's sort of the position that we're in.

11 COMMISSIONER CLARK: I guess what I'm going to  
12 conclude from -- and thank you for your information. But well,  
13 it seems to me that we might go forward with the hearing, hear  
14 your cross-examination and your witness's testimony, and that  
15 might shed some light on the disposition of the motion that's  
16 in front of us. So I just offer that as an observation.

17 CHAIR FENN: Yeah, that's what I was about to cover.  
18 But first I want to see whether the Division or the Office have  
19 any comments they'd like to make about the pending motion.

20 Ms. Schmid?

21 MS. SCHMID: The Division has taken no position on  
22 the motion.

23 CHAIR FENN: Mr. Moore?

24 MR. MOORE: The Office has taken no position.

25 //

1 [RULING]

2 CHAIR FENN: Okay. Well, I think Mr. Russell gave us  
3 the solution in the very short term, which is we'll go ahead  
4 with this hearing today; we'll have the parties put on their  
5 witness with respect to support of the settlement stipulation,  
6 and you can ask questions as you have them.

7 So we'll go forward with that, and we may either rule  
8 at the end of the day on the motion or we may take it under  
9 advisement. But let's get as much as we can on the record to  
10 help us further evaluate our resolution of this pending issue.

11 So having said that, Ms. Schmid, Ms. Smith?

12 [ON CONFIDENTIAL INFORMATION DURING HEARING]

13 MS. SMITH: Yes, I was just going to suggest that if  
14 we do proceed that way, that the Commissioners just indulge all  
15 of us attorneys in flagging any slight movement into  
16 confidential information, because a lot of this contract is  
17 confidential with a portion highly confidential. So when we  
18 get in, all witnesses -- we've touched base with each other, I  
19 believe -- are prepared to give an unredacted public summary,  
20 but we are all well prepared for any questions to come. We  
21 would really need to be careful as we go through that process.  
22 And because we don't have a ruling on UAE's motion, we would  
23 have to consider that with every highly confidential topic that  
24 we step into.

25 CHAIR FENN: That's a very good point.

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1 MS. SMITH: And I'm sorry, I misspoke. The OCS's  
2 witness does have a Regulator Access Only section.

3 And Bob, please correct me if I misstated that.

4 MR. MOORE: We prepared two sections because we did  
5 not know how the proceeding would be dealing with the highly  
6 confidential information. Mr. Irmes has a complete  
7 non-confidential version of his statement and can give that and  
8 stay away from the highly confidential material.

9 CHAIR FENN: Okay. All right.

10 Well, that's what I suggest we do is that we -- so  
11 first of all, the Commission has reviewed the testimony and all  
12 of the highly confidential information. We have that  
13 information before us. We have, I think, the ability to parse  
14 through the information if we get a non-confidential summary.

15 And if a question comes up that's going to require  
16 disclosure of highly confidential information, we'll have to  
17 deal with it at that time and we may have to exclude certain  
18 parties from the hearing room while that occurs.

19 MS. SMITH: Great. Thank you. That's all the  
20 Company asks.

21 CHAIR FENN: Okay. We'll try to be very sensitive to  
22 that and concerned about that.

23 Commissioner Harvey wants to grab something, so we're  
24 going to take a short break.

25 [Off the record at 9:49 a.m.]

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1 [Back on record at 9:51 a.m.]

2 [ON SETTLEMENT STIPULATION]

3 [ROCKY MOUNTAIN POWER]

4 CHAIR FENN: Let's turn to Rocky Mountain Power and  
5 let's have you call your first witness.

6 MS. WALKER: Thank you. Rocky Mountain Power calls  
7 Mr. Craig Eller.

8 CHAIR FENN: Okay. Mr. Eller. It's nice to see you  
9 again, Mr. Eller. Welcome.

10 CRAIG ELLER,

11 a witness herein, having been administered an oath,  
12 was examined and testified as follows.

13 EXAMINATION

14 BY MS. WALKER:

15 Q. Good morning, Mr. Eller. Can you please state and  
16 spell your name for the record?

17 A. Yes. Craig M. Eller; C-R-A-I-G, M, E-L-L-E-R.

18 Q. By whom are you employed and what is your position?

19 A. Rocky Mountain Power, and I'm the Senior Vice  
20 President of Business Development and Customer Experience.

21 Q. Can you please provide the Commission a brief  
22 description of your background and relevant experience related  
23 to this matter?

24 A. Yeah. I've been with Rocky Mountain Power for a  
25 little over five years, currently responsible for all of our

1 generation development efforts, all of our demand response  
2 programs, our call center. And then relevant to this docket,  
3 all of our developments with new large-load customers.

4 Q. And did you file direct testimony along with Exhibits  
5 CME 1 through CME 3 in this case?

6 A. I did.

7 Q. And you also filed your work papers, is that right?

8 A. Correct.

9 Q. Did you also file rebuttal testimony?

10 A. I did.

11 Q. Do you have any changes or corrections to either your  
12 direct or rebuttal testimonies?

13 A. No.

14 Q. If I asked you the same questions today, would your  
15 answers be the same?

16 A. Yes.

17 Q. Thank you.

18 MS. WALKER: Rocky Mountain Power moves for the  
19 admission of the prefiled direct testimony, exhibits, work  
20 papers, and rebuttal testimony of Mr. Eller.

21 CHAIR FENN: All right. Is there any objection to  
22 the admission of the testimony, exhibits, and work papers?

23 MS. SCHMID: No objection.

24 MR. MOORE: No objection.

25 CHAIR FENN: All right. As we go forward, if you

1 have an objection, I'll ask you to state it, but I'm going to  
2 assume that we're -- I'll just say "Seeing no objection, we'll  
3 admit it."

4 So we're going to admit the testimony, the exhibits,  
5 work papers -- well, your direct testimony and your rebuttal  
6 testimony. Thank you.

7 [Testimony, Exs., Work Papers of Mr. Eller Admitted]

8 MS. WALKER: Thank you.

9 BY MS. WALKER:

10 Q. Mr. Eller, do you have a summary prepared for the  
11 Commission?

12 A. I do.

13 Q. Please proceed with it.

14 A. Good morning, Chair Fenn, Commissioner Clark, and  
15 Commissioner Harvey. I appreciate the opportunity to provide  
16 testimony in this docket seeking approval of the Company's  
17 first Large Load Service Contract, or LLSC.

18 The LLSC is subject to Utah's Senate Bill 132,  
19 enacted in March 2025, and codified at Utah Code Sections 54-  
20 26-101 through 54-26-901, after which I will refer to as the  
21 Large Load Act, as well as Utah Administrative Rules R746-318,  
22 which I will refer to as the Large Load Rules.

23 My direct and rebuttal testimonies detail how the  
24 proposed LLSC and proposed accounting treatment meets the  
25 relevant statutory requirements for large load contracts.

1 Consequently, my testimony concludes that the proposed LLSC is  
2 reasonable and in the public interest, and I recommend that the  
3 Utah Public Service Commission approve the proposed LLSC and  
4 proposed accounting treatment.

5 Under the proposed LLSC, Rocky Mountain Power will  
6 provide the customer with full requirements retail service.  
7 The proposed LLSC requires the customer to pay consideration in  
8 multiple forms: including a fixed cost component, or the  
9 reservation charge; a variable cost component, or the energy  
10 charge; and applicable surcharges, riders, and taxes, or the  
11 surcharges. In total, the structure is estimated to produce  
12 substantial savings to the Company's other customers and Utah  
13 residents, the details of which are quantified in my  
14 confidential testimony.

15 The reservation charge compensates the capital costs  
16 of the customer load facility allowance, or the metering costs,  
17 the bridging market capacity purchases, incremental generation  
18 resources, and the Company's return on its investment at a rate  
19 that will prevent any subsidization from existing customers.  
20 No incremental transmission costs are incurred as a result of  
21 the proposed LLSC.

22 The company is responsible for constructing customer  
23 load facilities and identifying new resources to support system  
24 reliability, the costs of which the Company will bear and  
25 recover through the reservation charge. The revenue from the

1 reservation charge will be removed from the Company's revenue  
2 requirement and net power cost determinations.

3 In addition, the costs of the customer's load  
4 facilities, bridging market capacity purchases, incremental  
5 generation resources, and the Company's return will also be  
6 removed from revenue requirements to prevent any subsidization  
7 from existing customers.

8 The energy compensates for the marginal costs of  
9 energy used during the customer's periods of usage. While the  
10 details of the energy charge calculation are Regulator Access  
11 Only, the energy charge will provide opportunities for existing  
12 resources to be economically dispatched to meet customer load,  
13 providing margin benefits to other system customers, as well as  
14 accounting for losses and the payment for the use of  
15 transmission.

16 The estimated net benefit to customers from the  
17 energy charge structure is quantified in my confidential  
18 testimony.

19 The surcharges require the customer to pay standard  
20 tariff surcharges and riders applicable to retail load service,  
21 with a few exceptions and limitations, as well as applicable  
22 state and municipal taxes. The standard surcharges create  
23 direct benefit for other Utah customers, as the LLSC customer  
24 will not materially add to the cost of these areas and programs  
25 while providing significant revenue into each of the surcharge

1 areas and programs. The LLSC customer is also required to pay  
2 applicable state and municipal taxes, creating a direct benefit  
3 for the state of Utah and its residents.

4 The estimated net benefits to customers from the  
5 surcharges and taxes are quantified in my confidential  
6 testimony.

7 After review of the Company's application and  
8 testimony, the Department of Public Utilities and the Office of  
9 Consumer Advocates submitted testimony largely supporting the  
10 proposed LLSC and proposed accounting treatment. That being  
11 said, each also noted concerns regarding the treatment of the  
12 LLSC in multi-state allocations.

13 Through subsequent responses to data requests and my  
14 rebuttal testimony, the Company clarified that the accounting  
15 treatment would prevent any increased shares of system costs  
16 being allocated to Utah. These actions include removing the  
17 LLSC and associated peaks from the calculation of system  
18 energy, or SE, and system generation, or SG, allocation  
19 factors.

20 To further clarify the record and resolve uncertainty  
21 regarding the accounting treatment for the LLSC in future net  
22 power cost, rate case, and system allocation proceedings during  
23 the term of the LLSC, the DPU, the OCS, and the Company entered  
24 into a settlement stipulation which was filed with the  
25 Commission March 13th, 2026. The settlement stipulation sought

1 to clarify the accounting treatment without reliance on  
2 confidential or Regulator Access Only information by  
3 stipulating specific accounting treatment for the purpose of  
4 other customers, regardless of actual charge amounts and  
5 structures under the LLSC. These stipulated treatments can be  
6 summarized as follows:

7 The coincident peak loads and energy usage of the  
8 LLSC will be removed from the calculation of the SE and SG  
9 allocation factors.

10 The company shall reduce system net power cost in  
11 each hour in an amount equal to the actual energy usage by the  
12 customer times the hourly locational marginal price, or LMP,  
13 reported by the California Independent System Operator, or  
14 CAISO, during the extended day-ahead market, or EDAM.

15 The company will exclude all costs associated with  
16 the proposed resources and the interim market purchases from  
17 the Company's system costs of service and system net power  
18 costs, and treating all other large load costs consistent with  
19 the treatment described in the testimony of company witness  
20 Ramon Mitchell, as well as my own testimony.

21 The settlement stipulation also states that each of  
22 the signing parties find the LLSC to be just and reasonable in  
23 the public interest, meeting the requirements of the Large Load  
24 Act and the Large Load Rules, and request that the LLSC be  
25 approved by the Commission in an order on or before March 20.

1           The company also notes that the Utah Association of  
2 Energy Users, or UAE, stated similar concerns as the DPU and  
3 OCS originally held about the sufficiency of the LLSC and  
4 proposed accounting treatment in preventing added costs to its  
5 constituents due, in this instance, to a lack of access to  
6 Regulator Access Only information. The company continues to  
7 believe that the information provided during the discovery  
8 process, settlement discussions, and through my rebuttal  
9 testimony sufficiently addressed these concerns by clarifying  
10 the treatment of the LLSC loads in regard to the SE and SG  
11 allocation factors.

12           To the extent this information is insufficient, the  
13 Company further points to the certainty that would be provided  
14 to UAE and all Utah customers should the Commission approve the  
15 settlement stipulation, which affirms these treatments, and  
16 goes on to specify treatment of net power costs for the  
17 purposes of determining Utah rates without disclosing  
18 proprietary information of both the LLSC customer and the  
19 Company, which is granted protection under the Large Load Act  
20 and Large Load Rules.

21           In conclusion, the Company believes its record in  
22 this docket demonstrates that the proposed LLSC and the  
23 proposed accounting treatment is just, reasonable, and in the  
24 interest of Utah customers. These conclusions are further  
25 supported by the terms of the settlement stipulation signed by

1 the Company, the DPU, and the OCS.

2 The settlement stipulation also clarifies the  
3 accounting treatment regarding these allocation factors and net  
4 power costs to ensure the LLSC will result in no net increases  
5 to the costs of other Utah customers. As a result, the Company  
6 recommends approval of the LLSC, the proposed accounting  
7 treatment, and the settlement stipulation.

8 In order to commence service to the LLSC customer as  
9 quickly as possible, to accelerate net benefits to all Utah  
10 customers as outlined in the record, and consistent with the  
11 settlement stipulation, the Company respectfully requests a  
12 commission order by March 20th, 2026.

13 Thank you, and that concludes my summary.

14 CHAIR FENN: Okay. Thank you, Mr. Eller.

15 Anything else, Ms. Walker?

16 MS. WALKER: No, thank you. Mr. Eller is available  
17 for party and commission questions.

18 CHAIR FENN: Okay. Let's turn first of all to  
19 Ms. Schmid.

20 MS. SCHMID: I have one clarifying question, if I  
21 may.

22 CHAIR FENN: Please.

23 BY MS. SCHMID:

24 Q. In your summary, I heard you say just and reasonable.  
25 I may have missed the last part that's in the settlement

1 statute, that is, just and reasonable in result.

2 Is it your testimony here today that the settlement  
3 stipulation is just and reasonable in result, as well as in the  
4 public interest?

5 A. Just and reasonable in result?

6 Q. In result, uh-huh.

7 A. And that's a phrase in the settlement stipulation?  
8 I'm sorry.

9 Q. It's a phrase in the statute that deals with  
10 settlements that establishes the basis for the Commission to  
11 evaluate a stipulation.

12 CHAIR FENN: Is it in the terms of the settlement  
13 agreement, Ms. Schmid?

14 MS. SCHMID: I do not know.

15 MS. SMITH: Yes, it is; paragraph 8.

16 CHAIR FENN: Okay. That's what I thought. Thank  
17 you.

18 So you might reference paragraph 8.

19 THE WITNESS: I see it now, thank you.

20 A. Yes, that is in paragraph 8 of the settlement  
21 stipulation.

22 Q. And that is part of your testimony here today?

23 A. Correct.

24 MS. SCHMID: Thank you. I have no further questions.

25 CHAIR FENN: Thank you, Ms. Schmid.

1 Mr. Moore.

2 MR. MOORE: The Office has no questions, thank you.

3 CHAIR FENN: Okay. Let's turn to Mr. Russell.

4 MR. RUSSELL: I do. I think we can keep it kind of  
5 brief.

6 BY MR. RUSSELL:

7 Q. I want to state at the outset, I'm not going to try  
8 to get you to say anything confidential -- like we've had this  
9 discussion. If I ask you a question that you can only answer  
10 by referring to that, please let me know and I'll either  
11 rephrase it or we'll find our way through it, okay?

12 A. Yep.

13 Q. In your summary, you made a couple of statements.  
14 One is that the contract will not result in any incremental  
15 transmission costs, and I want to dig into that a little bit.

16 Is that a reference to the transmission facilities or  
17 to something else?

18 A. The transmission facilities.

19 Q. Right. And there are no new transmission facilities  
20 that are going to be added to costs that would be imposed on  
21 other customers here; that's your testimony, right?

22 A. Correct.

23 Q. Okay. You've been in the room when I had the  
24 discussion with Commissioner Clark, I assume. Okay.

25 Is that a yes?

1 A. Yes; sorry.

2 Q. Okay. I want to talk about the costs of transmission  
3 service a little bit: not the facilities that go into rate  
4 base, but how the costs of those facilities are distributed  
5 among the users of the transmission system. And maybe let's  
6 just establish a baseline here, or maybe you can just do it  
7 without me having to ask a bunch of questions.

8 Can you describe how costs of the transmission system  
9 are distributed out amongst the transmission customers and then  
10 to the retail customers of PacifiCorp?

11 If you want me to do it, I can do it, but it's  
12 probably more efficient to have you do it.

13 A. Yep. So I think -- and I'll keep it at a high level.

14 First, all of the various cost of service components  
15 on our multi-state transmission system are allocated amongst  
16 our six states that we provide retail electric service in. And  
17 there are allocation methodologies that are broadly agreed upon  
18 by the various states that look at those costs and allocate  
19 them down to each of the states on their usage. And there's  
20 particular formulas that do that looking at the total energy  
21 use and the total contribution to coincident peaks that each of  
22 the states have to allocate 100 percent of those costs down to  
23 each of the states.

24 And so those allocation factors I kind of touched on  
25 in my summary as the SE and the SG factors.

1           We also provide wholesale transmission services on an  
2 open access tariff regulated by the FERC, and it establishes  
3 its own set of rates for those services. And so when third  
4 parties use the transmission system, they pay the rates  
5 established in our FERC tariff, and those revenues are then  
6 similarly distributed down to each of the states to help offset  
7 the costs of service that they were allocated.

8           Is that --

9           Q.    Yeah, that's helpful.

10           And so I do want to talk about the  
11 interjurisdictional allocation for a moment, but let's start  
12 with the allocation among the transmission customers,  
13 PacificCorp's merchant function being one and the other  
14 transmission customers being the other.

15           How are those costs -- you mentioned that the  
16 revenues associated with the costs to other transmission  
17 customers is distributed among the states, but how are the  
18 costs of the transmission system allocated among the  
19 transmission customers themselves?

20           A.    Yeah. So I am not in our transmission function, so I  
21 will again speak to it at a kind of cursory high level.

22           But in our FERC tariff, rates for all wholesale  
23 customers are established annually in a formula-based rate.  
24 And in that calculation, there are similar to any, you know,  
25 rate-making procedure where it looks at the total cost of

1 service -- again in this instance looking specifically at  
2 transmission costs -- and then dividing those over, broadly,  
3 billing determinants, which is usage, to establish a rate that  
4 each user pays.

5 Q. And if you don't know the answer to this, that's  
6 fine. Isn't it based on a determination of usage at the  
7 coincident peak of the transmission system?

8 A. I believe at least some of the fact -- I mean, some  
9 rates are based on coincident peak; others I think are based  
10 on -- like point-to-point service is a fixed rate, et cetera.

11 So it depends on the types of service and where it  
12 gets calculated. But many of them do look at coincident peak,  
13 yes.

14 Q. Okay. And just keeping it at a high level, if the  
15 usage by the PacificCorp's merchant function grows at a rate  
16 that is higher than the ratio that other customers use it,  
17 don't the costs that are attributed and ultimately come down to  
18 PacificCorp's retail customers also grow?

19 A. If the proportion of retail -- can you restate the  
20 question, sorry?

21 Q. Yeah, and we'll maybe take it a bit at a time.

22 I believe it's the case that the ratio of the costs  
23 of the transmission system have in the past generally -- this  
24 is a general -- been roughly about 80 percent of those costs  
25 have been attributed to PacificCorp and 20 percent of the costs

1 have been attributed to the other users of the transmission  
2 system.

3 Is that consistent with your understanding?

4 A. That's consistent, yes.

5 Q. Okay. And if PacificCorp's usage of the system grows  
6 at a rate that is greater than that ratio, don't the costs that  
7 are attributed to PacificCorp also grow, the cost of the  
8 system?

9 A. I would maybe phrase it slightly differently. I  
10 think the costs are the cost. So all things being equal, the  
11 costs are static.

12 If our use of the system were growing, -- there were  
13 more billing determinants, if you will -- the rates for  
14 transmission services would go down. So I don't think it's  
15 that there's more costs; I just think there are -- all things  
16 being equal, that may have some effect on the OATT rate.

17 But I think the 80-20 ratio that I think a lot of  
18 people use, myself included, is one that has been a pretty good  
19 historical average and not necessarily impacted by this amount  
20 of load. It's a very big system. And this is a large load,  
21 but it is not -- would not change that factor by significant  
22 amounts.

23 Q. And if I wanted to determine the impact that this  
24 customer would have, would I need to know the demand that this  
25 customer would have?

1           A.    I don't think it would be their demand; I think it  
2           would be their actual contribution towards system peak. Like  
3           there wouldn't be an impact until some sort of actual  
4           contribution was established.

5           Q.    Okay. But I would need to know their contribution to  
6           system peak?

7           A.    Yes.

8           Q.    Okay. And while you said that, you know, all things  
9           being equal, let's say that the total cost of the system --  
10          because we're not adding new facilities, so the total cost of  
11          the system remains static. But that proportion, if the load  
12          that PacifiCorp is serving is big enough to affect the 80-20  
13          ratio, could push the number 80 up and the number 20 down.

14                    Is that right?

15          A.    Yes.

16          Q.    Okay. And the result of that would be that a larger  
17          percentage of the costs of that system would be attributed to  
18          PacifiCorp's customers. I don't know enough to know whether  
19          that's happening here. I'm just asking, in the mechanism, is  
20          that how it works?

21          A.    Again, I would just phrase it slightly differently in  
22          that the amount of revenue received from a static quantity of  
23          third parties would decrease slightly. So it's not -- I would  
24          just talk to it from a revenue perspective than a cost.

25          Q.    Yeah, sure. I appreciate that. I think we're saying

1 the same thing.

2 And the reason is that because of the way that the  
3 FERC formula rate works, when PacifiCorp's usage of the system  
4 goes above that 80 percent portion and the other transmission  
5 customers' usage goes below, the revenues to pay that same  
6 amount of the system would go down. And so then what happens  
7 to the revenues that PacifiCorp's retail customers would have  
8 to pay, the revenue requirement that those customers would have  
9 to pay?

10 A. So I think they would see -- and the reason I'm  
11 parsing this detail on the credit versus the cost is because  
12 the individual states and the FERC may not apply the same  
13 factors to the cost of service and things like this. They  
14 would come up with different costs of service for materially  
15 the same assets.

16 So there would be fewer credits and which would  
17 result in more potential -- again, in this kind of hypothetical  
18 case -- for cost of service to not be offset by transmission  
19 revenues.

20 Q. Okay. And you spoke in your summary -- and thank you  
21 for that.

22 You spoke in your summary about the allocation  
23 factors and how the treatment of this contract won't change the  
24 percentage allocation to Utah. Can you explain that a little  
25 bit more?

1           A.    Yes.  So in the allocation of costs between states,  
2           we look at contributions from at a state level to annual energy  
3           consumption, or the SE, and then a contribution towards  
4           coincident peaks for each of the months, or the SG.

5                    And so as loads move proportionally from state to  
6           state, you could see different amounts of those system costs,  
7           as well as the third-party FERC revenues be allocated to  
8           various states.  So despite not adding to any costs on the  
9           system, if we did not remove the LLSC customer's contributions  
10          to the SG and the SE factors, you would anticipate more of  
11          those same static basket of costs to be allocated to Utah.

12                   By removing the LLSC from those factors, -- again,  
13          based on the facts of this docket where we're also removing the  
14          incremental costs associated with serving that customer, in  
15          particular the proposed resources and the interim market  
16          purchases: we're also removing those things from the cost of  
17          service -- that original basket of costs stays allocated as if  
18          the LLSC did not exist.

19                  Q.    And why was it important to remove this customer's  
20          contribution from the allocation to Utah?

21                  A.    So that, again, this kind of static basket of  
22          existing costs doesn't have a larger allocation towards Utah  
23          customers.

24                  Q.    Okay.  But if it at the system level reduces the  
25          credits or revenues received from other customers, while the

1 allocation to Utah wouldn't change, the amount that is being  
2 allocated might?

3 A. Say it one more time.

4 Q. Yeah. While you've taken the effort to remove it  
5 from the allocator so that the percentage of the costs that are  
6 allocated to Utah won't change, the overall amount of the costs  
7 might if service to that customer reduces revenues from  
8 third-party transmission customers that we discussed before;  
9 right?

10 A. I don't know that I follow. I think, again, there  
11 are far more costs being allocated than the SG and the SE  
12 allocation factor than are in our OATT transmission rate. For  
13 example, all of our existing generation is not in our OATT  
14 rates.

15 And so there's a much broader category of costs and  
16 kind of a smaller pool of divisors. And so it is an important  
17 piece that we took into consideration.

18 I think we also look at all of the benefits and we do  
19 make contributions under the settlement stipulation towards  
20 certain transmission costs in the treatment of net power costs.  
21 By using the CAISO LMP pricing, there is a factor of  
22 congestion, so there is revenue tied to that.

23 And I think any potential contribution from  
24 this -- again, I think -- possible change in FERC revenues is  
25 easily dwarfed by the other benefits to the system, including

1 the addition of the proposed resources to adding system  
2 efficiency to the surcharges providing direct benefits.

3 So I think it's in that full context that we say  
4 there is a clear net benefit to the LLSC.

5 Q. Yeah, I understand that to be your point. And I  
6 guess backing way up here, the Company's position in presenting  
7 this contract and in reaching this settlement stipulation is  
8 that there are no more costs than benefits. And in fact, your  
9 representation is that there are more benefits than costs;  
10 right?

11 A. Correct.

12 Q. As a whole.

13 A. Correct.

14 Q. And in order for parties to sort of check your  
15 assumptions on that, they would need to have access to  
16 information about how the benefits and the costs are  
17 calculated; right?

18 A. I don't think so. I think, again, for the energy  
19 costs, as opposed to offering how is the energy cost  
20 calculated, we give a certainty to the UAE and other customers  
21 in the settlement stipulation by pointing to the LMP.

22 So I think that can be used by parties to say, you  
23 know, "What is this? Are there benefits in using this  
24 methodology without necessarily looking at the proprietary  
25 information?"

1           A.    Well, I think the overall calculation, the overall  
2 amount of the benefits from various categories, although not  
3 all of them were provided in the confidential -- and I'm not  
4 going to get into those.

5                        So there is some access to information.  But in order  
6 for us to determine the validity of those numbers, wouldn't we  
7 need to know what's informing them, how they're created?

8           A.    I believe -- I mean, I don't think in direction and  
9 magnitude it's necessary.  But if you were trying to drill down  
10 to the exact calculation, then yes.

11           Q.    Okay.  In order to determine, for instance, we've  
12 been talking about the potential -- using your word, the  
13 potential -- for increased system costs related to the  
14 provision of service to this customer, you might need to know,  
15 I think you mentioned it's the customer's contribution to  
16 system peak.  And then in order -- let's all stop there.  Is  
17 that right?  I think we talked about that earlier.

18           A.    Sorry, to be -- I keep doing this.  I wouldn't  
19 characterize what I said as a potential for added system costs.  
20 Again, I think there's a hypothetical kind of narrow  
21 opportunity cost, if you will.

22                        So it's a reduction of transmission revenue, not a  
23 cost.

24           Q.    Okay.

25           A.    But otherwise, yes.  If you're trying to back

1 calculate that, you would need the actual contribution to  
2 coincident peak.

3 Q. Okay. And then to determine whether that's offset by  
4 the other benefits, and I guess we have the top line numbers in  
5 confidential form for the other benefits, but not the way to  
6 get to those calculations, as we mentioned; right?

7 A. But again, I think in future proceedings, those  
8 amounts, you know, contributions towards various surcharges, et  
9 cetera, would be known quantities that could be reviewed.

10 Q. But they weren't provided in this proceeding, though;  
11 right?

12 A. The details of the calculation were provided  
13 Regulator Access Only. The roll-up of the cumulative benefits  
14 were provided -- and I say roll up of cumulative: there was a  
15 kind of by category presentation in the confidential testimony  
16 that gave benefits associated with the energy charge,  
17 surcharges, and taxes to get a cumulative net benefit number.

18 Q. Yeah. I assume you have your direct testimony there?

19 A. I do.

20 Q. I'll just point you to page 12 of your testimony.

21 A. Okay. Oh, I'm on my rebuttal.

22 Q. Yeah, sorry, your direct testimony.

23 There's a discussion there about the collection of  
24 revenues for certain line item charges, right?

25 A. Correct.

1 Q. And the amounts that are associated in lines 267  
2 through 270 are redacted, right?

3 A. Correct.

4 Q. Okay. And then where do we get the discussion of the  
5 overall contribution from the energy charge and the reservation  
6 charge, where is that?

7 A. All right. So the energy charge -- I'll take them in  
8 the order presented.

9 So the reservation charge, we do not state a benefit  
10 tied to the reservation charge. The reservation charge, along  
11 with all of the incremental costs of service for the LLSC, are  
12 excluded from rate making. So all of that happens outside the  
13 cost of service.

14 Q. Okay.

15 A. On the energy charge, we give a cumulative benefit.  
16 All right, I state it confidentially at line 238. The detail  
17 of how that number was calculated is kind of the main -- well,  
18 that and the reliability of the proposed resources is the  
19 subject of company witness Tom Burns' testimony.

20 So the detail of how the [testimony stricken] -- the  
21 detail of how the confidential amount at line 238 is in  
22 Mr. Burns' testimony.

23 CHAIR FENN: We're going to strike that number from  
24 the record.

25 MS. SMITH: Thank you.

1 THE WITNESS: Appreciate it.

2 CHAIR FENN: So will you strike that.

3 THE STENOGRAPHER: So stricken.

4 THE WITNESS: Sorry.

5 A. And then we state, as you noted, at line 253 the  
6 benefit from the surcharges, which are kind of subcomponent  
7 detailed at lines 267 through 270. And the determination of  
8 those amounts is supported in my Regulator Access Only work  
9 paper.

10 And then the last category of benefits is at line 308  
11 and 309. So these are the state and municipal taxes associated  
12 with providing service under the LLSC. The calculation of  
13 those amounts is also found in my Regulator Access Only work  
14 paper.

15 Q. Okay. Thank you for that.

16 I'm going to direct you to page 6 of your direct  
17 testimony, if you don't mind. Just one last issue.

18 There are some numbers here that are provided  
19 confidentially. We don't need to discuss the actual numbers.  
20 There is one number that remains Regulator Access Only.

21 Can you tell me categorically what that number is,  
22 it's on line 132.

23 A. Yeah. So at 132, it is actually not a number.

24 Q. Okay.

25 A. It is a reference to how the energy charge is

1 determined.

2 Q. Okay. Fair enough.

3 All right. I don't have anything further. Thank  
4 you, Mr. Eller.

5 CHAIR FENN: Okay. Thank you, Mr. Russell.

6 Do you have any redirect, Ms. Walker?

7 MS. WALKER: No, thank you.

8 CHAIR FENN: All right. Let's turn to the  
9 Commissioners and see if they have any questions.

10 Commissioner Harvey.

11 BY COMMISSIONER HARVEY:

12 Q. I'm just trying to make sure I understand the point  
13 about costs here.

14 You talk about certain costs associated with the  
15 contract will be excluded from the revenue requirement and the  
16 net power costs. You talked about that, right?

17 A. That's correct.

18 Q. Okay. Where do they go?

19 A. So the things that are excluded from revenue  
20 requirements are just -- it's the separate accounting treatment  
21 contemplated under S.B. 132. So basically they are retained by  
22 those costs and the revenues are retained by the Company. And  
23 so we basically have the risk on whether those revenues are  
24 sufficient to cover the costs or insufficient.

25 Q. Well, they're essentially a little subsidiary that's

1 doing this stuff?

2 A. I mean, we're not contemplating setting up different  
3 legal entities or things like that, but it is basically costs  
4 and revenues that would be excluded from our regulated cost of  
5 service.

6 Q. And the mechanism that ensures that happens is simply  
7 the agreement?

8 A. I think it's also the future rate cases and things  
9 like that. So it's going through when we say, "Here is our  
10 cost of service for all of our generating resources associated  
11 with our system." It would be us showing "Here are the  
12 proposed resources and here's how we are not including those  
13 costs in our billing determinants for all of our other system  
14 generation costs."

15 So they would be held outside of rates.

16 Q. I guess what I'm trying to think about is several  
17 years down the road, if there's a dispute about whether a  
18 particular cost ought to be in or out of the revenue  
19 requirement, what authority will the Commission or could the  
20 Commission use to decide that question?

21 A. So I think in general it would be looking at the  
22 provisions of the settlement stipulation and of the testimony  
23 and the record and saying, "Is this one of the identified costs  
24 that should be excluded from rates?" If it is, then it would  
25 be excluded.

1 Q. Okay. Does the PacifiCorp need agreement from the  
2 other states to treat these costs this way or does it consider  
3 this not to be a multi-state issue?

4 A. So my understanding of the other states is they will  
5 have to do their own determination on their cost of service.  
6 And so we would be seeking, like for any proposed resources  
7 specifically, to have those be treated situs to Utah so that  
8 other states know that they're not picking up those costs. I  
9 think whether they agree with all of the adjustments to the SG  
10 and SE allocation factor would be a subject of their  
11 jurisdiction.

12 And so I think the Company understands that and  
13 understands that we'll have to manage through this process  
14 going forward.

15 I think our key goal here is to get clear guidance  
16 from the state of Utah that it perceives this treatment for  
17 Utah customers as at least no harm. Certainly we believe  
18 there's a net benefit and that this contract and that treatment  
19 in the context of Utah customers is just and reasonable and  
20 good for the state.

21 So I don't think we're taking a position on other  
22 states here today.

23 Q. All right. Let me explore the idea of the situs for  
24 just a minute with you.

25 As a long time staff member and now commissioner,

1 when I heard the term that something was situs assigned to  
2 another state, in my mind that meant that there were no common  
3 costs and that everything about that was now that state's  
4 responsibility.

5 But in this case, the testimony to me is suggesting  
6 that the costs associated with this LLSC are not the  
7 responsibility of Utah customers in general; they're  
8 essentially being segregated by PacifiCorp to be PacifiCorp's  
9 responsibility.

10 A. Yeah, I think that's correct. I think we still think  
11 of it as kind of that two-step of first, you know, the proposed  
12 resources would be situs assigned to Utah, and so Utah is  
13 responsible for coming up with who pays for them and how.

14 And our proposal is that we will use the reservation  
15 charge to pay those costs and agree to keep that cost out of  
16 the other retail rates for the purposes of setting rates in  
17 Utah.

18 So, yes, we're telling other states, you know, "This  
19 cost is a Utah cost."

20 And then within the state of Utah, we're saying we  
21 want to leverage S.B. 132 to treat it this particular way where  
22 we will isolate these costs and revenues and let the other  
23 costs be determined in their in their normal course in rate  
24 cases and net power cost proceedings.

25 Q. Okay. So let me just make sure I understand.

1           From the system perspective, the activities, events,  
2 whatever that occur under the LLSC contract and the customer  
3 will go into determining what costs are assigned to Utah. So  
4 to the extent that this increases Utah's contribution to  
5 coincident system peaks, more of the system costs will come to  
6 Utah.

7           But then once they arrive here, the settlement  
8 stipulation and the treatment that PacifiCorp's has proposed is  
9 that at least as much as has been shifted will then be taken  
10 out of the rest of ratepayers' responsibility, the revenue  
11 requirement, and dealt with in-house with PacifiCorp under the  
12 contract that they sign with the large-load customer.

13           A. I think I'm in alignment with the conclusion; I might  
14 phrase the starting point different. I don't think it's that  
15 other states determined to send costs to Utah. We're not  
16 asking for any determination in any other state today.

17           I think what we are proposing is that within Utah, we  
18 agree that we'll authorize the LLSC that when determining  
19 Utah's allocated share of various costs of service, that we  
20 would adjust the SG and SE factors to provide Utah assurance  
21 that it's not picking up a bigger slice of the system. And  
22 that we would we would also provide Utah assurance that all of  
23 these proposed resource costs will be kept out of its total  
24 cost of service.

25           In order for us to agree to accepting that treatment,

1 we need the revenue from the reservation charge to also be kept  
2 outside of rates.

3 So us managing through the other states and the  
4 allocations will be relevant for us, but I don't know that it's  
5 necessary to work through all of that to approve the LLSC and  
6 the proposed accounting treatment, because we're saying, "State  
7 of Utah, this is how we will do these things."

8 Does that make sense?

9 Q. Yeah, I appreciate what you've said. And I think  
10 given your answer, I must have asked my question slightly  
11 wrong.

12 A. Okay.

13 Q. But I really appreciate what you said, because it  
14 helped a lot.

15 My central foundation is that the formulas that  
16 determine what portion of the system costs are sent to each  
17 state, that those are not being changed by anything that  
18 happens in this docket; is that correct?

19 In terms of saying that, for instance, "The SE factor  
20 is going to be calculated by this based on these observable  
21 things, the SG will be calculated based on these observable  
22 things.", none of that's changing for the system as a whole.

23 A. I mean, to be clear -- like what SE and SG are,  
24 correct, we're not changing those definitions.

25 For how it is applied within the context of Utah, we

1 are saying we will then adjust out the LLSC contribution to  
2 those things so that the allocation continues to happen as if  
3 that that load did not exist.

4 And our logic, at least as it pertains to Utah -- and  
5 we may make similar arguments in other states -- is that that  
6 is a logical treatment because we identified all of the  
7 incremental costs of that service -- in large part, the  
8 proposed resources, but also including the interim market  
9 purchases, the credit, the allowance for the meter, et  
10 cetera -- and we excluded all of those costs. And so we've  
11 kind of put it in this parallel bucket.

12 Q. I guess I'm trying to understand is if it's a two  
13 step process. So we have a coincident system peak that's  
14 critical in these formulas. And from the system perspective,  
15 PacifiCorp's perspective, that number, whatever number is  
16 associated with Utah as part of the system coincident peak,  
17 will include this customer's load when you make the initial  
18 system calculation.

19 Is that correct or not correct?

20 A. And I'm only not answering it because I don't know  
21 that we're taking a position on that. Like we may present to  
22 other states that we think making the same adjustments in their  
23 jurisdiction is appropriate for similarly excluding certain  
24 costs from the cost of service.

25 So I just don't think we're being determinate on

1 whether or not it results in changes. I guess this order does  
2 not result in changes at the system; that doesn't mean we won't  
3 seek changes consistent with the Utah treatment in the future.

4 Does that maybe answer your question?

5 Q. I think that answers it much better, yes.

6 A. Okay.

7 Q. And then once that happens, then all of the  
8 provisions that you've detailed very well about what things are  
9 excluded and how they're treated within the Utah accounting,  
10 then all that happens?

11 A. Yes; correct.

12 Q. Okay. And then I guess as a follow-up for some of  
13 the questions Mr. Russell asked:

14 The transmission system generates wheeling revenues  
15 that are used to lower the costs that other customers have to  
16 pay; is that correct?

17 A. Correct.

18 Q. And I'm not asking anything about this contract, but  
19 a theoretically robust industry in the future here where there  
20 were many such contracts coming in, at some point that could  
21 theoretically measurably impact wheeling revenues?

22 A. Yeah. I do think, and we've had discussions with the  
23 UAE and others, that this is an area that merits monitoring as  
24 we add additional -- or if we add, hopefully, additional large  
25 loads. I think the facts of future large load contracts will

1 be different from this one. I think the probability of having  
2 a lot of opportunities where we're not triggering any  
3 transmission facilities and costs is low, and so I think we'll  
4 just have to get into those specific facts.

5 But yeah, I think if there was a sufficiently large  
6 enough contribution from these large loads, it could become a  
7 material factor in wheeling revenues, absent any other growth  
8 in wheeling revenues; yes.

9 Q. Okay. And I think my final area, you just mentioned  
10 in that answer that this one is somewhat unique in that it  
11 didn't require a lot of other investment in new rate-based type  
12 facilities.

13 In just general terms, how much of this contract  
14 would you think of as being a template for others, and how much  
15 will have to be sort of reinvented for contracts that do  
16 require additional investment?

17 A. I think this can be a template. I only caution that,  
18 in my experience, even before S.B. 132, each very large  
19 load -- so S.B. 132 contemplates loads over 100 megawatts. The  
20 current kind of crush of interest in that space is largely data  
21 centers. But we've had customers for a long time that are over  
22 100 megawatts. And my experience with those is at about that  
23 level, each tends to have their own unique circumstances that  
24 often end up resulting in variations. As I even look at legacy  
25 very large loads, quite a few of them had nonstandard rate

1 schedules dealing with interruptible provisions or different  
2 aspects of their service.

3 And so I think this contract could map very well for  
4 future applications, but it also isn't beyond the realm of  
5 possible that a second customer with similar overall demand  
6 needs might say, "We want to take a different approach versus  
7 on what's paid up front, what's paid over time.", how different  
8 flexibilities that they could offer could limit generation  
9 requirements, et cetera.

10 So I think it could be used as a template. It will  
11 need to be amended here and there for the specific facts, and  
12 there's a chance that a counterparty wants a different type and  
13 approach to their contract. It may not look 80 percent similar  
14 to this; it may be 40 percent similar because of changes in  
15 other areas.

16 Q. Thank you.

17 COMMISSIONER HARVEY: That's all I have.

18 CHAIR FENN: Commissioner Clark, do you have any  
19 questions?

20 COMMISSIONER CLARK: I do have a few.

21 BY COMMISSIONER CLARK:

22 Q. And mine are going to address the disclosure  
23 disagreement that we have. And I'm going to review some ground  
24 that's really already been plowed by the lawyers in their  
25 papers and in their arguments today.

1           But I'm assuming that the information that's been  
2 designated Regulator Access Only was -- that you were the  
3 decision maker or at least exerted a lot of influence in  
4 determining what received that designation; is that true?

5           A.    Are you asking whether Rocky Mountain Power or myself  
6 personally?

7           Q.    You personally.

8           A.    Me personally, yeah.  And I think it was also  
9 informed by a good deal of conversation with the counterparty  
10 and kind of understanding aspects that were sensitive to them.  
11 And kind of in collaboration, we outlined the confidential  
12 materials.

13          Q.    Sure.  And you have responsibility for those  
14 relationships for Rocky Mountain Power.

15          A.    Correct.

16          Q.    Yeah.  And my intent is not to ask you questions that  
17 would require you to disclose any of that information, but I'd  
18 like you to consider the hypothetical world in which the  
19 information that's been designated Regulator Access Only is  
20 made public.

21                What interests would be affected; what Rocky Mountain  
22 Power interests, what Rocky Mountain Power customer interests  
23 would be adversely impacted?

24                And I'd particularly like you to address the scenario  
25 in which the information is available to commercial and

1 industrial customers.

2 A. So obviously different pieces of the information  
3 would have different degrees of impact.

4 For the Company in particular, we talked a little bit  
5 earlier with Commissioner Harvey on just what it means to set  
6 certain costs and revenues outside of rates. And so inherently  
7 that means risk, right? There's a risk that these things are  
8 inadequate.

9 And then depending on the terms of the contract, I  
10 don't necessarily have the same means available to go back and  
11 adjust rates that I may for a traditional cost of service.

12 So how that risk is identified and quantified and  
13 recovered is kind of at the heart of proprietary trade secret  
14 information. Like there's other parties that are active,  
15 looking at serving loads in private generation islands. Soon  
16 there may be loads that have gone through this initial study  
17 process that are looking to make use of connected generation  
18 systems.

19 Our competition also extends beyond just competition  
20 within Utah. I mean, these sites are -- the end users of these  
21 data center facilities in particular, they have some number of  
22 constraints, but they largely can choose to move outside of the  
23 state and meet their needs.

24 So there's competition just within the state of Utah  
25 and there's broader regional and national competitive factors.

1 And so having that information out there, especially with  
2 regards to how are we handling pricing and risk information,  
3 one, puts us at a competitive disadvantage with competitors and  
4 also could harm our position with the counterparties themselves  
5 as they have a different understanding of what is all making up  
6 the rates and components.

7 And again, those could hurt us. And we think that  
8 harm to Rocky Mountain Power or PacifiCorp can extend to our  
9 other customers. We make the point that we believe this  
10 contract brings benefits to our other customers. If we can't  
11 adequately -- if we don't get some load that we otherwise could  
12 have, there is a potential for lost opportunities on bringing  
13 more revenue into surcharge programs and maybe helping to fund  
14 additional transmission expansions as they're required.

15 And then not to mention the benefits of building  
16 enough generation for this load to be reliable and knowing that  
17 it likely will more often than not be providing additional  
18 optimization opportunities if this customer isn't fully  
19 utilizing it at any given moment.

20 So those things kind of harm us and I think by  
21 extension our customers.

22 It also can harm -- back to the earlier comment on  
23 just the effect of being forced to disclose commercial terms as  
24 between us and a counterparty may discourage other  
25 counterparties from transacting with us at all because it may

1 put them at a competitive disadvantage for other negotiations  
2 that they have in other jurisdictions or with private  
3 generating -- I'm going to butcher the term, but the isolated  
4 systems under S.B. 132 or connected generation systems. Having  
5 it become public exactly what types and amounts of charges  
6 they're willing to pay in this instance may hurt them in some  
7 other area. And so the knowledge of being forced to disclose  
8 those things may discourage them from coming to us in the first  
9 instance.

10 So those are maybe just a few of the kind of initial  
11 impacts that I would think of and point to.

12 Q. So a lot of what you said, I at least initially would  
13 relate to price and credit type terms, but can you provide me  
14 some examples of information that's outside of that type of  
15 data that the disclosure would be injurious to or have a  
16 chilling effect on other large load customers or potential  
17 customers dealing with Rocky Mountain Power?

18 A. Yeah. I think any of the kind of core commercial  
19 terms -- exact amount of capacity, term length -- I mean, I  
20 think each of those things ultimately is a component of the  
21 rate, right? So just very broad brush is like I'm going to  
22 have incremental costs, I'm going to have some length of time  
23 to recover those costs, and so amount of capacity served,  
24 duration of serving that capacity: these are all things that  
25 ultimately feed into what is the rate.

1           So I think it's not just the "how many dollars per  
2 unit" that kind of make up what I would call the pricing and  
3 the credit provision; there's things that are adjacent to that  
4 are, we think, similarly sensitive because they have this  
5 direct relationship on how was the rate determined.

6           Q.    And I think your counsel represented this, but just  
7 to allow you to address it as well:

8           If we look at, for example, the Regulator Only Access  
9 information on pages 9 and 10, for example, that address the  
10 energy charge, I think counsel said that disclosure of the  
11 methodology here would allow someone essentially to back into  
12 the numbers that you've been describing.  Is that --

13          A.    Disclosure of too many of the different subparts kind  
14 of makes -- you can start to read between the lines on like  
15 what is the end result.  So even with a handful of the  
16 subcomponents, I think it's easier to surmise kind of what the  
17 structure is.

18          And the Company is sympathetic to the view on it is  
19 hard to -- if I'm being told I'm going to be credited the  
20 energy charge and I don't know what the energy charge is, I  
21 have a hard time discerning that that's fair to me.

22          And so I do think, kind of echoing Mr. Russell's  
23 comments earlier, like we have tried to work in good faith  
24 through this issue.  And in lieu of kind of disclosing these  
25 different components of how is the energy charge determined we

1 kind of try to just force a break and say, "Well, how about we  
2 don't say you're going to get credited the energy charge;  
3 energy charge will be what it is. Let's stipulate that we're  
4 going to provide particular credits that you do know what they  
5 are.", so those we then outline in the settlement stipulation.

6 So that's kind of the concern and that's how  
7 we've -- again, I think as a receiver of that information,  
8 knowing I'm going to get credited a thing and I don't know what  
9 the thing is, well, that's hard to deal with. But I do think  
10 the settlement stipulation with regards to the energy charge  
11 seeks to break that cycle and say, "We don't need to worry  
12 about what the contract says because this is how we will treat  
13 Utah customers."

14 And that can be evaluated and I think determined to  
15 be not only covering the cost but providing customers some  
16 opportunity for benefit.

17 Q. Those are all my questions. Thank you.

18 CHAIR FENN: Thank you, Commissioner Clark.

19 I just have one question about your timing on this.

20 BY CHAIR FENN:

21 Q. Why are you requesting that the Commission approve  
22 this in three days by the 20th of March?

23 A. So without getting into the exact mechanics of the  
24 contract structure, I mean, in essence, the faster that we can  
25 get contract approval, the faster that we can commence service.

1           And with the structure of making immediate  
2 contributions towards all of these different surcharge  
3 programs, there's immediate benefits. So the sooner that we  
4 can start collecting those revenues we think all parties  
5 benefit. If the customer gets service faster, we benefit from  
6 starting faster, but we think customers benefit from increased  
7 revenues in the surcharge programs.

8           So we understand that the statute in general  
9 is -- that's at a warp speed. But we are hopeful that with the  
10 settlement stipulation and kind of showing that these costs  
11 will be treated fairly and be providing opportunity for  
12 customers, that the Commission takes that into consideration  
13 and ideally gives us a favorable timing.

14           But it really comes down to starting the service as  
15 quickly as possible which we think is in the benefit of  
16 existing customers, the new customer, and the Company as well.

17           Q. So it's aspirational; it's not going to negatively  
18 affect the relationship with the other party?

19           A. We are keenly aware and the customer is aware of the  
20 statutory timelines. And so I think it's a net benefit if we  
21 can move faster, but we understand the timing in the statute.

22           Q. Sure. And I appreciate that.

23           And I did check, just did the calculations. The 60th  
24 day runs on a Saturday, which is the 11th of April. So we  
25 could issue the order on the 10th or the 13th. And I'm not

1 suggesting we would take that long.

2 The only complexity here is the issue that Mr.  
3 Russell has raised. If we had a settlement stipulation that  
4 all the parties were happy with and we didn't have a pending  
5 motion, that I think it could be done within three days. But  
6 I'm not sure, given the other issue, it will be done. It could  
7 be, but I just thought I'd find out why the 20th. And I think  
8 I understand what you've said.

9 CHAIR FENN: Okay. I think it will be helpful to  
10 hear from both Mr. Mitchell and Mr. Burns, but I think it would  
11 probably be wise for us to take a little bit of a break.

12 And let's be back here at -- if we could do this by  
13 20 after the hour. I'm still hoping this is not an all-day  
14 hearing, so we're optimistic that we can move it along.

15 Thank you, Mr. Eller. I appreciate it very much.

16 [Off the record at 11:06 a.m.]

17 [Back on record at 11:24 a.m.]

18 CHAIR FENN: We appreciate Mr. Eller's testimony.

19 I just need to let you know that during the break we  
20 granted intermission to -- excuse me.

21 All right. We granted an intervention to Utah Clean  
22 Energy. And Dr. Mitchell had asked to be excused from the  
23 balance of the proceedings today. I think he doesn't have a  
24 witness and for his own reasons has asked to be excused. So  
25 I've told him that we would go ahead and grant his request to

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1 be excused from the rest of the proceedings today.

2 Having said that, we'll now turn to Rocky Mountain  
3 Power for you to call your next witness.

4 MS. WALKER: Rocky Mountain Power calls Ramon  
5 Mitchell, who is appearing remotely.

6 CHAIR FENN: Okay. We granted an order -- we issued  
7 an order yesterday to grant the motion for the two witnesses to  
8 appear telephonically. And so that's what we'll do, we'll hear  
9 from Mr. Mitchell right now. Okay.

10 EXAMINATION OF WITNESS, RAMON MITCHELL

11 BY MS. WALKER:

12 Q. Mr. Mitchell, please state and spell your full name  
13 for the record.

14 We cannot hear you.

15 CHAIR FENN: We lost him now.

16 MS. SMITH: He probably intentionally dropped and  
17 will rejoin.

18 CHAIR FENN: He's coming back.

19 THE WITNESS: Okay. I'll try again.

20 CHAIR FENN: We can hear you now.

21 THE WITNESS: Great.

22 A. My name is Ramon Mitchell. And what was the second  
23 part of that request?

24 Q. Could you please spell your name.

25 A. R-A-M-O-N, M-I-T-C-H-E-L-L.

1 Q. And by whom are you employed and what is your  
2 position?

3 A. I'm employed by the PacifiCorp doing business as  
4 Rocky Mountain Power. My position is the managing director of  
5 energy supply management finance and net power costs.

6 Q. And can you please provide the Commission a brief  
7 description of your background and experience relevant to the  
8 testimony you've provided in this case?

9 A. Yes. I oversee the reporting of actual net power  
10 costs and forecasted net power costs for regulatory purposes.

11 Q. And have you filed direct testimony in this case?

12 A. Yes, I have.

13 Q. Do you have any changes to that testimony?

14 A. There are, but they were discussed in the testimony  
15 of the Company with Mr. Eller regarding allocation factors.

16 Q. So except as modified by Mr. Eller, if I asked you  
17 the same questions today, would your answers be the same?

18 A. Yes, they would.

19 Q. All right. Thank you.

20 MS. WALKER: Rocky Mountain Power moves for the  
21 admission of the pre-filed direct testimony of Mr. Mitchell.

22 CHAIR FENN: Okay. Without objection, the direct  
23 testimony is admitted.

24 [Direct Testimony of Mr. Mitchell admitted.]

25 Q. Mr. Mitchell, have you prepared a summary for the

1 Commission?

2 A. Yes, I have.

3 Q. And is it your understanding that that summary has  
4 previously been provided to the Commission?

5 A. Yes.

6 Q. All right. If you would please proceed to present  
7 the summary.

8 A. Thank you.

9 Good morning, Chair Fenn, Commissioner Clark, and  
10 Commissioner Harvey. My name is Ramon Mitchell. I serve as  
11 the Managing Director of Energy Supply Management Finance and  
12 Net Power Costs for PacifiCorp, doing business as Rocky  
13 Mountain Power.

14 My direct testimony in this proceeding addresses the  
15 Company's methodology for accounting for and directly assigning  
16 all incremental costs associated with serving a new large load  
17 customer -- referred to as the "Customer" going forward --  
18 under the proposed large load service contract. The central  
19 purpose of my testimony is to demonstrate that the Company's  
20 approach will protect existing customers from subsidizing the  
21 new large load, ensure transparency, and comply fully with both  
22 Utah's recently enacted Large Load Act and the Commission's  
23 Large Load Rules.

24 I would like to walk the Commission through the key  
25 elements of the Company's cost assignment methodology.

1 First, Incremental Energy Costs.

2 The Company will maintain separate accounting records  
3 for all transactions related to the proposed large load service  
4 contract. The Company will track all energy charges invoiced  
5 to the Customer. These records will be maintained separately  
6 from other customer accounts and will be available for audit  
7 and review by this Commission. This approach provides the best  
8 representation of the actual energy costs incurred to serve the  
9 Customer's load.

10 To ensure that other customers do not subsidize the  
11 Customer's energy costs, the Company will apply a credit in its  
12 general rate case filings equal to the forecasted energy  
13 charges to be invoiced to the Customer. This credit will  
14 offset the incremental costs associated with the Customer's  
15 energy usage, removing those costs from the net power costs  
16 calculation used to set rates for other customers. Similarly,  
17 in Utah Energy Balancing Account filings, the Company will  
18 apply a credit offsetting the actual energy charges invoiced to  
19 the Customer. In both cases, the Company will provide detailed  
20 supporting documentation demonstrating the calculation and  
21 application of these credits.

22 As discussed in the testimony of Company witness  
23 Thomas Burns, there is a forecasted net benefit to existing  
24 customers from the economic re-dispatch of system resources  
25 under this approach over the term of the agreement.

1           Second, Incremental Transmission Costs.

2           The Company will not incur any incremental third-  
3 party wheeling costs to serve the Customer. The Customer's  
4 load will be designated as a network load under the Company's  
5 existing transmission rights, and a system impact study  
6 confirmed that no incremental transmission upgrades or third-  
7 party wheeling arrangements are required to accommodate the  
8 Customer's load. As a result, there will be no incremental  
9 wheeling charges from other transmission providers and no  
10 incremental transmission cost of service impacts associated  
11 with serving the Customer.

12           Third, Incremental Capacity-Related Costs.

13           The addition of the Customer's load incrementally  
14 impacts several capacity-related costs. First, the Customer's  
15 load will increase the Company's overall load, including during  
16 peak hours, requiring additional capacity resources. Second,  
17 the Customer's load increases the minimum amount of capacity  
18 for which the Company must plan to meet resource adequacy and  
19 reliability standards. Third, the Company's obligations under  
20 organized market resource sufficiency requirements will  
21 increase as a result of the higher forecasted load.

22           To address these capacity needs, the Company will  
23 procure the Proposed Resources described in the testimony of  
24 Company witness Craig Eller. These resources will provide  
25 additional capacity that can be deployed during system peak

1 hours, support the Company in meeting resource adequacy  
2 standards and planning reserve margins, and increase the  
3 Company's ability to meet market resource sufficiency  
4 requirements. The costs of these resources will be excluded  
5 from the net power costs forecast in general rate cases and  
6 will not be included in the actual cost of service in the Utah  
7 Energy Balancing Account.

8           During the transition period before the Proposed  
9 Resources become operational, the Company will procure energy  
10 or capacity to meet all incremental capacity-related needs  
11 created by the Customer's load. The Company will maintain  
12 detailed and separate accounting records for all costs  
13 associated with these transitional purchases, and these costs  
14 will not be included in rates for other customers.

15           Fourth, Dynamic Allocation Factors.

16           The dynamic allocation factors used in the Company's  
17 cost allocation process will be adjusted to account for the new  
18 Customer load. Specifically, the Customer's loads and peaks  
19 will be excluded from the derivation of Utah's allocation  
20 factors, ensuring that the Customer's load does not distort the  
21 allocation of costs to other customers.

22           Fifth, Interconnection and Shared Facilities Costs.

23           All interconnection costs required to physically  
24 connect the Customer's facilities to the Company's system will  
25 be fully recovered from the Customer, as described in the

1 testimony of Company witness Mr. Eller. These costs will not  
2 be included in the Company's revenue requirement for other  
3 customers.

4 The Customer is also responsible for paying its  
5 proportionate share of any shared facilities that are funded by  
6 other customers, as determined by applicable tariffs and system  
7 impact studies. This ensures that existing customers are not  
8 subsidizing the new load.

9 Sixth, and finally, Taxes.

10 The Customer is required to pay all applicable taxes,  
11 including municipal energy sales and use taxes and Utah sales  
12 tax, as part of its service agreement. These tax payments are  
13 not included in the cost of service for other customers. In  
14 fact, these taxes represent additional revenue that benefits  
15 the state of Utah.

16 In Summary.

17 The Company will directly assign and separately track  
18 incremental costs associated with serving the Customer under  
19 the proposed large load service contract. Through the measures  
20 I have described -- including separate accounting, credits  
21 applied in rate cases and Energy Balancing Account filings,  
22 procurement of dedicated resources, and adjustments to  
23 allocation factors -- the Company will ensure that existing  
24 customers are held harmless and do not subsidize the new load.  
25 The Company's methodology ensures full compliance with the

1 Large Load Act, transparency in cost assignment, and robust  
2 protection for existing ratepayers.

3 This concludes my summary. Thank you.

4 CHAIR FENN: Okay. Thank you, Mr. Mitchell.

5 Ms. Walker.

6 MS. WALKER: No further questions from me. Mr.  
7 Mitchell is available for questioning from parties and the  
8 Commission.

9 CHAIR FENN: Okay. Thank you.

10 Let's turn to Ms. Schmid.

11 MS. SCHMID: Thank you.

12 BY MS. SCHMID:

13 Q. Mr. Mitchell, I think I heard you say that the  
14 separate accounting records for this LLSC will be available for  
15 the Commission to audit and review.

16 Did I recall that correctly? That was in your  
17 summary, I think.

18 A. The company's accounting records as it concerns  
19 provision of service to the LLSC will be available to the  
20 Commission in general rate case filings and energy balancing  
21 account filings and any other procedures or dockets that the  
22 Commission wishes.

23 Q. As part of the regulatory process, will those  
24 accounts and records be available to the OCS and the DPU, or is  
25 that a question for another day?

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1           A.    In principle, if they are not subject to the debate  
2           on regulator access, as was discussed prior, then yes.  But I'm  
3           not a legal expert on this new regulator access nuance.

4           Q.    Thank you very much for that clarification.

5           CHAIR FENN:  Okay.  Mr. Moore.

6           MR. MOORE:  The Office has no questions.  Thank you.

7           CHAIR FENN:  Okay.  Let's turn to Mr. Russell.

8           MR. RUSSELL:  No questions.  Thank you.

9           CHAIR FENN:  Okay.  I assume that didn't generate any  
10          redirect.

11          MS. WALKER:  No.  Thank you.

12          CHAIR FENN:  All right.  Commissioner Harvey.

13          COMMISSIONER HARVEY:  Just a couple of questions.

14          BY COMMISSIONER HARVEY:

15                Q.    First, to follow up on the DPU's questions, do you  
16                see the -- and if you can't answer this and want to refer to an  
17                attorney or whatever, just say so.  But do you see this  
18                regulatory access provision as applying to not just the  
19                contract that's the technical subject of this docket, but also  
20                to accounting procedures that we would see in a rate case?

21                A.    I can envision a scenario in which the charges  
22                invoiced to the customer on a quantifiable dollar basis by  
23                month would be, from my understanding of what has been  
24                previously discussed as regulatory access, would be a set of  
25                information that is Regulator Access Only.

1           So from that perspective, when considering that such  
2 records would of course exist and be part of energy balancing  
3 account filings, there would be the potential for regulator  
4 access in such proceedings when putting the information in  
5 front of the Commission.

6           Q.    All right.  Thank you.

7           Moving to the question of the net power cost in the  
8 EBA, you talked about forecast and actual costs being excluded.

9           I'm assuming what you meant there was that when we're  
10 developing the amount of net power cost that would go into the  
11 EBA at the rate case to set future stuff, that that's when  
12 you're talking about the forecasted portions being excluded,  
13 but then in an EBA docket you're talking about the actual  
14 portions being excluded?

15          A.    Yes, commissioner.

16          Q.    Okay.  Thanks.

17          And then just a final area, you talked quite a bit  
18 about current or other ratepayers not subsidizing the new  
19 contract.

20          In your mind, is that equivalent to there being no  
21 cost shifting?

22          A.    It is equivalent to no cost shifting onto other  
23 customers.  In the context of the contract bringing net  
24 benefits to other customers, one could argue in principle that  
25 the cost are shifted on the other way onto the oncoming

1 customer. But that's philosophical.

2 Setting that aside, I concur with your statement.

3 Q. Okay. And I appreciate that distinction.

4 So it's your position that rather than -- that the  
5 Commission doesn't need to engage in a line by line evaluation  
6 of whether there is cost being shifted, but rather it's fine to  
7 look at it from a net benefit analysis?

8 A. I wouldn't presume to inform the Commission as to  
9 what to look at, and surely all line items should be examined.  
10 My position is that on a net basis, the existing customers will  
11 not be harmed in terms of cost. There will be no net costs  
12 shifted onto existing customers.

13 So there will be either held neutral or receive net  
14 benefits. There may be one line item or two that goes one way  
15 or the other way, but on a net basis the contract is so  
16 designed as to produce held harmless or net benefits in  
17 accordance with the applicable laws and rules.

18 Q. Thank you, that's all I have.

19 CHAIR FENN: Commissioner Clark.

20 COMMISSIONER CLARK: Thank you, no questions.

21 CHAIR FENN: All right. I have no questions. Mr.  
22 Mitchell, thank you very much for your summary. Appreciate it.

23 We'll turn back to the Company for their next  
24 witness.

25 MS. WALKER: Rocky Mountain Power calls Mr. Tom

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1 Burns, who's appearing remotely.

2 CHAIR FENN: Okay. You know what, I didn't swear Mr.  
3 Mitchell, did I?

4 MS. WALKER: I don't believe.

5 CHAIR FENN: In hindsight, I don't think I did.

6 Mr. Mitchell, are you still on? He may have dropped.

7 MS. WALKER: There he is.

8 CHAIR FENN: Well, okay, I'm going to do this in  
9 reverse order. I don't remember swearing you in now that  
10 I -- I think that may have dropped from my memory. So this is  
11 going to be a little unusual, but I'm going to do it like this.

12 RAMON MITCHELL,  
13 a witness herein, having been administered an oath,  
14 was examined and testified as preceding.

15 \* \* \*

16 CHAIR FENN: All right. Thank you. Appreciate that.  
17 Okay. Let's go to Mr. Burns. All right.

18 MS. WALKER: If you could go ahead and swear Mr.  
19 Burns.

20 CHAIR FENN: Yeah, I'll do that now. Kind of  
21 normally I would do that, but I don't know what possessed me.

22 THOMAS BURNS,  
23 a witness herein, having been administered an oath,  
24 was examined and testified as follows.

25 CHAIR FENN: You may proceed.

EXAMINATION

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BY MS. WALKER:

Q. Mr. Burns, could you please state and spell your full name for the record.

A. My name is Thomas Burns; T-H-O-M-A-S, B-U-R-N-S.

Q. And by whom are you employed and what is your position?

A. I am employed by PacifiCorp; I am Vice President of Resource Planning and Acquisitions.

Q. Can you please provide the Commission a brief description of your background and experience as is relevant to the testimony you've provided in this case.

A. I've been with PacifiCorp for 18 years in various analytical roles and operational roles. I have assumed my current position in the fall of 2022 and I am responsible for financial and economic analysis justifying the acquisition of resources.

Q. Thank you. Have you provided direct testimony in this case?

A. I have.

Q. And you've also filed your work papers, is that correct?

A. That is correct.

Q. Do you have any changes or corrections to any of the materials filed in this docket? Let me be more specific: your

1 direct or work papers.

2 A. I have no changes to my direct or work papers.

3 Q. Thank you. If I asked you the same questions today,  
4 would your answers be the same?

5 A. Correct.

6 Q. Thank you.

7 MS. WALKER: Rocky Mountain Power moves for the  
8 admission of the pre-filed direct testimony and supporting work  
9 papers of Mr. Burns.

10 CHAIR FENN: Okay. Without objection, seeing none,  
11 we'll admit the direct testimony and supporting exhibits and  
12 work papers.

13 [Testimony, Exs., Work Papers of Mr. Burns Admitted]

14 MS. WALKER: Thank you.

15 BY MS. WALKER:

16 Q. Do you have a prepared summary for the Commission?

17 A. I do.

18 Q. And has that summary, as far as you're aware, been  
19 provided to the Commission previously?

20 A. As I understand, it has.

21 Q. All right. If you could please proceed to present  
22 your summary.

23 A. Thank you.

24 Good morning, Chair Fenn, Commissioner Clark, and  
25 Commissioner Harvey. Happy St. Patrick's Day, by the way.

1 CHAIR FENN: Thank you.

2 A. In this proceeding, I provide economic analysis  
3 supporting the Company's decision to enter into a new Large  
4 Load Service Contract, or LLSC, between Rocky Mountain Power  
5 and the proposed customer. My testimony explains how the  
6 proposed LLSC meets the requirements of Utah's Large Load Act  
7 and the Large Load Rules, and why approval of the proposed LLSC  
8 is reasonable and in the public interest.

9 At a high level, my analysis is intended to  
10 demonstrate three things: first, that the large-load customer  
11 will bear the resource costs attributable to receiving this  
12 service; second, that existing retail customers will receive a  
13 benefit from the proposed LLSC; and third, there is no material  
14 risk to reliability for existing retail customers.

15 I performed the simulations using the PLEXOS  
16 optimization tool -- the production cost model the Company uses  
17 in the IRP process. I started with the 2025 integrated  
18 resource plan preferred portfolio and its load forecast, then  
19 added the Customer's demand (grossed up for system losses) and  
20 added the proposed resources. The model was allowed to  
21 economically dispatch generation and optimize market purchases,  
22 consistent with the methodology described in my testimony.  
23 This benefited existing retail customers in all scenarios.

24 On reliability, the model results indicate no  
25 material change in energy not served, or ENS, under normal

1 conditions. In the scenario where the ability to make market  
2 purchases was removed, and the most challenging stochastic  
3 year, 2013, as compared to the 2025 IRP preferred portfolio.  
4 In my view, the results are consistent with maintaining  
5 reliability comparable to the preferred portfolio from the 2025  
6 IRP>

7 Based on PLEXOS economic and reliability analysis, I  
8 conclude that the Company's decision to enter into the Proposed  
9 LLSC is prudent and will not cause harm to Rocky Mountain  
10 Power's retail customers.

11 For those reasons, I recommend that the Commission  
12 determine that the Company's decision to enter into the  
13 Proposed LLSC is prudent, is in the best interest of Rocky  
14 Mountain Power's retail customers, and is compliant with the  
15 requirements laid out in the Large Load Act.

16 That concludes my summary.

17 CHAIR FENN: Okay. Thank you, Mr. Burns.

18 CHAIR FENN: Anything before we go to cross?

19 MS. WALKER: Nothing further from me. Thank you.

20 CHAIR FENN: Okay. Ms. Schmid.

21 MS. SCHMID: No questions.

22 CHAIR FENN: Mr. Moore.

23 MR. MOORE: No questions. Thank you.

24 CHAIR FENN: Mr. Russell.

25 MS. WALKER: No questions. Thank you.

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1 CHAIR FENN: Commissioner Harvey.

2 COMMISSIONER HARVEY: Just one.

3 BY COMMISSIONER HARVEY:

4 Q. On your PLEXOS run, where you made those conclusions  
5 that you just stated in your summary, was that compared to the  
6 IRP or to a PLEXOS run without the LLSC?

7 A. To the 2025 IRP that did not have the proposed LLSC.

8 Q. If you had run a new PLEXOS run as a base case, would  
9 that have been much different than the 2025 IRP?

10 A. A new run: you're referring to?

11 Q. I'm sorry. Let me clarify.

12 You said you did a PLEXOS with the new load and the  
13 new resources and you've compared that to the IRP.

14 What I'm asking is if you had done a PLEXOS run with  
15 the system as it exists today without the LLSC and without the  
16 new resources, do you have any feel for how that comparison  
17 would have come out?

18 A. I would not anticipate any material change.

19 Q. Okay. Thank you.

20 COMMISSIONER HARVEY: That's all I have.

21 CHAIR FENN: Commissioner Clark.

22 COMMISSIONER CLARK: No questions. Thank you.

23 CHAIR FENN: Okay. I don't have any questions  
24 either. Thank you, Mr. Burns. You may be excused.

25 THE WITNESS: Thank you very much.

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1 [UTAH ASSOCIATION OF ENERGY USERS]

2 CHAIR FENN: All right. I understand we'll now turn  
3 to Mr. Russell for Mr. Bieber's testimony. Is that correct?

4 MS. WALKER: That's right. UAE calls Justin Bieber.

5 CHAIR FENN: Mr. Bieber, welcome.

6 THE WITNESS: Thank you.

7 JUSTIN BIEBER,  
8 a witness herein, having been administered an oath,  
9 was examined and testified as follows.

10 EXAMINATION

11 BY MR. RUSSELL:

12 Q. Good morning. Could you state and spell your name  
13 for the record, please?

14 A. Yes. It's Justin Bieber. That's J-U-S-T-I-N, B-I-E-  
15 B-E-R.

16 Q. Can you tell us who you work for and in what  
17 capacity.

18 A. I'm a principal for Energy Strategies.

19 Q. Did you submit pre-filed direct testimony in this  
20 proceeding on behalf of UAE?

21 A. Yes, I did.

22 Q. And with respect to that direct testimony, do you  
23 have any corrections to make?

24 A. No, I do not.

25 Q. If asked the same questions today that were posed in

1 your pre-filed testimony, would you provide the same answers?

2 A. Yes, I would.

3 MR. RUSSELL: We'll move for the admission of Mr.  
4 Bieber's direct testimony.

5 CHAIR FENN: Any objection? Seeing none, his direct  
6 testimony is admitted.

7 [Direct testimony of Mr. Bieber admitted.]

8 Q. Have you prepared a summary of your testimony for us  
9 today?

10 A. Yes, I have.

11 Q. Please proceed.

12 A. Thank you.

13 Good morning, commissioners. In my direct testimony,  
14 I clarify that I'm not taking a position on the Company's  
15 request for approval of the large load service contract.  
16 However, the Company is also seeking approval of its proposed  
17 accounting treatment associated with the large load service  
18 contract, which has cost allocation and rate-making  
19 implications for the Company's existing retail customers.

20 The Company asserts that its proposed accounting  
21 treatment will protect existing customers from subsidizing the  
22 new large load. However, many of the details of the proposed  
23 accounting treatment have been classified as Regulator Access  
24 Only, and UAE has not had access to review the details that  
25 would be necessary to evaluate that claim.

1 I recommended that UAE have the opportunity to  
2 evaluate the limited and relevant details that would be  
3 necessary to evaluate the proposed accounting treatment.

4 Q. Thank you. And because we're kind of addressing  
5 portions of the request for access to information, I'm  
6 wondering if, Mr. Bieber, you could explain a little bit more  
7 in maybe some detail about what UAE is concerned about with  
8 respect to the lack of access to information and why we sought  
9 access to that information.

10 A. Yes. So, as I just mentioned, the proposed  
11 accounting treatment is intended to protect other customers  
12 from subsidizing the new large load. And generally, that  
13 evaluation would involve a comparison of the costs being  
14 imposed on the system relative to either the revenues or the  
15 benefits being provided through the contract itself.

16 Without having access to the details of those, it is  
17 not possible for a party such as UAE to validate or even just  
18 evaluate what kind of impacts might be borne on other customers  
19 or not.

20 Q. Okay. Thank you.

21 MR. RUSSELL: No further questions.

22 CHAIR FENN: Okay. Thank you, Mr. Bieber and Mr.  
23 Russell.

24 Let's turn, first of all, to Rocky Mountain Power.

25 MS. WALKER: Thank you, Mr. Bieber.

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1 Commissioner Fenn, I have no questions.

2 CHAIR FENN: Okay. Ms. Schmid.

3 MS. SCHMID: The Division has no questions. Thank  
4 you.

5 CHAIR FENN: Mr. Moore.

6 MR. MOORE: No questions. Thank you.

7 CHAIR FENN: All right. Let's turn to Commissioner  
8 Harvey.

9 BY COMMISSIONER HARVEY:

10 Q. Technically still good morning.

11 A. Good morning, I guess.

12 Q. I'm curious about going forward, particularly in a  
13 rate case or an EBA proceeding, how UAE would view their  
14 potential participation in those dockets given the restrictions  
15 that are being advocated in this docket with regard to their  
16 access to information. I want to ask you a little bit about  
17 that.

18 And at a basic level, do you see any way for UAE to  
19 participate in those future dockets with respect to issues  
20 relating to large loads in a way that you think would be  
21 meaningful?

22 A. So I think our primary concerns in this docket are  
23 related to our opportunity to meaningfully intervene and  
24 participate in those future ratemaking dockets, such as a  
25 future rate case or EBA filing. Because to the extent that

1 specific accounting and treatment gets decided now, that does  
2 limit the ability to evaluate that at a future time and  
3 determine whether or not it's reasonable.

4 So from that perspective, we feel it's important to  
5 be able for things to be evaluated properly now in this  
6 proceeding.

7 Secondly, as we've kind of discussed a little bit  
8 here, a lot of the same information that's been designated  
9 Regulator Access Only in this proceeding will probably inform  
10 some of the adjustments or costs and rates that get set in  
11 those future proceedings. So to the extent that all of the  
12 information -- I guess let me reframe that.

13 To the extent that there is not sufficient  
14 information available to evaluate or validate those claims in  
15 future proceedings, we would also be concerned.

16 Q. You were here for the rest of the proceeding this  
17 morning?

18 A. Yes.

19 Q. Okay. So you heard the various witnesses' responses  
20 and understand them?

21 A. Yes, I do.

22 Q. Okay. My understanding is that RMP has essentially  
23 said, "We're going to set certain costs and certain revenues  
24 aside to keep existing ratepayers whole or unharmed, and then  
25 there would be additional benefits that came in."

1           But essentially they're saying rather than look at  
2 these actual numbers -- let me clarify that -- they're saying  
3 to other interveners, "Rather than looking at these numbers,  
4 look at this net benefit calculation."

5           Is that a fair summary in your mind of what you heard  
6 today, or would you change that?

7           A.    Yes, I would agree that's a fair summary.

8           Q.    And is that a role that you think would allow UAE to  
9 meaningfully participate in those future proceedings?

10          A.    When you ask if that's a role: being able to evaluate  
11 the net benefit calculation?

12          Q.    Well, I guess what I'm asking is in representing the  
13 clients that UAE tends to represent, if rather than looking at  
14 these actual costs and revenues you're looking at this other  
15 group of benefits that are coming that are alleged to be a net  
16 benefit, is looking at that second set of accounts sufficient  
17 to protect your client's interests?

18          A.    It's hard to say definitively ahead of time. I think  
19 the more important factor would be whether or not there is a  
20 net benefit. However, certain types of costs impact different  
21 customers differently.

22          So I wouldn't say certainly for now that we wouldn't  
23 be concerned with the specific line items, because there could  
24 be specific circumstances that do impact certain customers in a  
25 way that's different from the net impact.

1           But I think our bigger concern is certainly  
2           understanding is there a net benefit. And we've talked about  
3           the fact that certain costs and certain revenues are kept  
4           separate from the accounting in the cost of service and rate  
5           making process, but not all of the costs and revenues are done  
6           that way. And so that is the subset of the cost and the  
7           revenues that is our main priority and our concern.

8           COMMISSIONER HARVEY: I think that's all I have.  
9           Thank you.

10          CHAIR FENN: Commissioner Clark.

11          COMMISSIONER CLARK: I don't have any questions.  
12          Thank you.

13          BY CHAIR FENN:

14           Q. Mr. Bieber, is it your understanding that to look at  
15           proposed accounting treatment, you would have to have cost  
16           information associated with that?

17           A. Not necessarily. So, for example, in the Company's  
18           application with respect to net power cost, they acknowledge  
19           that there would be some amount of increase in costs, but there  
20           would also be an offset to the net power cost equal to the  
21           energy revenues received from the customer. So in that  
22           circumstance, it's very difficult to know what that credit  
23           would be without knowing what the energy revenues would be from  
24           the customer.

25           In the stipulation, that has changed. And so instead

1 of that credit being equal to the actual energy revenues from  
2 the customer, it's being calculated based on the locational  
3 marginal price.

4 So there are ways to structure things from an  
5 accounting standpoint that may be different or that can  
6 mitigate some of those concerns related to sensitive data.

7 So when evaluating the stipulation and accounting  
8 treatment, the important factor will be that credit: is that  
9 sufficient enough to offset the cost? It's not as important  
10 necessarily what that customer revenue is or the energy charge  
11 if it's not being used for that credit.

12 Q. And how do you respond to the statement -- you were  
13 here when we had the argument on the motion earlier  
14 today -- something to the effect that if the methodology, the  
15 accounting methodology was disclosed, that would allow you to  
16 back into sensitive commercial data.

17 Is that something that you think is likely, that it  
18 would allow you to extrapolate and have information that would  
19 be commercially sensitive based upon the inputs in the  
20 methodology?

21 A. That's a difficult question for me to answer without  
22 seeing what the methodology is. I could probably think of some  
23 examples where that would be possible and some where it  
24 wouldn't.

25 But I would also say, relatedly, we're not asking for

1 all of this information to be made public; we're asking for  
2 limited information to be made available on a confidential  
3 basis and not to be used for that purpose. And so even if it  
4 was technically possible, being subject to that kind of  
5 confidentiality obligation, that's not something that we would  
6 be going and doing.

7 And so when you think about the other argument and  
8 the Company's response to our motion about information that  
9 just cannot be forgotten, I would imagine even if you could  
10 back your way into those numbers, it would take some  
11 substantial amount of work that we would be, in accordance with  
12 our confidentiality obligations, not going and performing that  
13 kind of work or assessment.

14 Q. Sure. And I appreciate what you're saying is that  
15 you would feel bound by your confidentiality agreement and  
16 personal integrity.

17 A. Right.

18 Q. But you do understand an entity that may have  
19 competitors in the marketplace being extremely concerned about  
20 information, even unintentionally, being distributed to their  
21 potential competitors; don't you understand that concern?

22 A. Yes, I certainly understand the concern. And to be  
23 frank, I don't really want to have access to any super  
24 confidential information that I don't need to. My preference  
25 would be that we could have access to certain limited details

1 or it could be structured in such a way -- such as the example  
2 I mentioned using the locational marginal price for the energy  
3 credit as opposed to the actual energy charge from the  
4 customer: methods or perhaps certain minimum levels or  
5 baselines, things that could potentially help us get around  
6 that issue.

7 Q. Okay. Thank you, Mr. Bieber. I appreciate that.

8 Did you have an opportunity to review the direct and  
9 rebuttal testimony of Mr. Pernicbele and Mr. Irmias --

10 Did I pronounce that correct, Irmias?

11 MR. IRMIAS: Irmias.

12 CHAIR FENN: Irmias. Close. Okay.

13 A. Yes, I did.

14 Q. Okay. Did that provide you with any level of comfort  
15 that their analysis that there was not cost shifting to  
16 existing customers occurring, did that provide you with any  
17 comfort that this contract does not result in cost shifting to  
18 other customers?

19 A. It was certainly helpful. We have a lot of  
20 confidence in their work and so it was helpful to see that and  
21 that does give us some comfort that in addition to the Company  
22 making these assertions that the OCS and the DPU is also doing  
23 that. However, on behalf of our clients' interests, we always  
24 have a -- in order to be able to tell them "We agree, we think  
25 that this is in your interest", that's something that we like

1 to review and validate ourselves.

2 And we don't always have the same opinions as all the  
3 other intervening parties and sometimes we identify issues that  
4 others don't in the same way that others identify issues that  
5 we don't.

6 CHAIR FENN: Okay. I understand that. All right.  
7 Thank you. Appreciate that. I have no further questions. You  
8 can be excused.

9 THE WITNESS: Thank you.

10 CHAIR FENN: Thank you. Appreciate it, Mr. Bieber.  
11 Okay. I think it's time to turn to -- we'll put on  
12 the Division's witness.

13 [THE DIVISION OF PUBLIC UTILITIES]

14 MS. SCHMID: Thank you. The Division would like to  
15 call Mr. Matt Pernichele and have him sworn.

16 CHAIR FENN: All right. I'm grateful that I remember  
17 from previous proceedings how to pronounce your last name. I  
18 did okay, didn't I?

19 THE WITNESS: Excellent, yes.

20 CHAIR FENN: Thank you.

21 MATT PERNICHELE,  
22 a witness herein, having been administered an oath,  
23 was examined and testified as follows.

24 EXAMINATION

25 BY MS. SCHMID:

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1 Q. Good afternoon.

2 A. Good afternoon.

3 Q. Could you please state and spell your full name for  
4 the record.

5 A. My name is Matthew Pernicbele; M-A-T-T-H-E-W, P-E-R-  
6 N-I-C-H-E-L-E.

7 Q. By whom are you employed and what is your business  
8 title?

9 A. I am a Public Utilities Consultant with the Division  
10 of Public Utilities.

11 Q. And what is your business address?

12 A. 160 East 300 South in Salt Lake City.

13 Q. How long have you worked for the Division?

14 A. Almost three years.

15 Q. Could you please briefly describe some substantial  
16 related experience you have had before the Commission with  
17 regard to regulatory issues.

18 A. I've worked on the cost of service aspects of rate  
19 cases for Rocky Mountain Power and Questar. I've done some  
20 other -- testified under some other -- for some other  
21 regulatory proceedings as well.

22 Q. Thank you. In conjunction with your employment at  
23 the Division -- this sort of goes without asking but I need to  
24 ask it anyway -- have you participated in this docket on behalf  
25 of the Division?

1 A. Yes, I have.

2 Q. Did you review and analyze the application and the  
3 pre-filed testimonies in this docket?

4 A. Yes.

5 Q. Could you please generally describe your activities.

6 A. Well, I mean, I read everything; went through the  
7 accompanying spreadsheets and work papers, tried to determine  
8 whether they were reasonable and calculations were correct. A  
9 lot of them are plug numbers, so there's only so much you can  
10 do about it. They don't show the calculation is what I mean by  
11 that.

12 I issued a series of data requests to clarify some  
13 things with the Company and they responded and I analyzed those  
14 and looked at the one piece of rebuttal testimony that was  
15 filed.

16 We met with the Company on, I think, six or seven  
17 occasions to discuss this docket.

18 Q. Thank you. Did you prepare and cause to be filed  
19 what's been pre-marked as DPU Exhibit Number 1.0 DIR in both  
20 highly confidential Regulator Access Only form and redacted  
21 form on March 3rd of this year?

22 A. Yes.

23 Q. Did you prepare and cause to be filed your rebuttal  
24 testimony in both highly confidential Regulator Access Only  
25 form and in redacted form and attached to each of those was

1 there DPU Exhibit Number 1.01R which is the Rocky Mountain  
2 Power response to DPU data request set two?

3 A. Yes.

4 Q. Do you have any changes or corrections to that  
5 testimony?

6 A. No, I do not.

7 Q. If asked the same questions today, would your answers  
8 be the same as those set forth in your testimony?

9 A. Yes.

10 MS. SCHMID: With that, the Division would like to  
11 move for the admission of Mr. Pernichele's direct and rebuttal  
12 testimony in the highly confidential and redacted form; and  
13 related to the rebuttal testimony, the admission of his Exhibit  
14 Number 1.10R which is a RMP response to a DPU data request.

15 CHAIR FENN: Okay. Is there any objection to the  
16 admission of the testimony?

17 Okay. We will admit his direct and rebuttal  
18 testimony in the highly confidential regulatory access and the  
19 other redacted forms of the testimony as well as the  
20 accompanying exhibit.

21 [Testimony and Ex. of Mr. Pernichele Admitted.]

22 MS. SCHMID: Thank you.

23 BY MS. SCHMID:

24 Q. Mr. Pernichele, did you participate in the settlement  
25 process that led to the execution and filing of the settlement

1 in this docket?

2 A. Yes.

3 Q. Is it your opinion and the opinion of the Division  
4 that the settlement is just and reasonable in result and is in  
5 the public interest?

6 A. Yes.

7 Q. Do you have a summary and statement in support of the  
8 stipulation you would like to present today?

9 A. Yes.

10 Q. Please proceed.

11 A. Okay. Good morning commissioners. The purpose of my  
12 testimony today is to provide the Division's support for the  
13 settlement stipulation resolving the issues in this docket.

14 The company is asking the Commission to approve a  
15 large load service contract between PacifiCorp and a large load  
16 customer. PacifiCorp, the Office of Consumer Services, and the  
17 Division have agreed upon a stipulated settlement. The  
18 Division recommends that the Commission approve the stipulation  
19 because the large load service contract is just and reasonable  
20 in result and in the public interest.

21 It appears that the contract satisfies the applicable  
22 statutory requirements in Title 54, Chapter 26.

23 The Division analyzed the Company's testimony, work  
24 papers, and exhibits in this docket; issued and reviewed  
25 responses to several data requests; and met with the Company

1 several times to discuss this contract.

2 The Division's direct testimony raised concerns about  
3 including the customer's load in Utah's multi-jurisdictional  
4 allocation. This would potentially raise costs for Utah  
5 ratepayers in a way that appears to be prohibited by the act.  
6 PacifiCorp has clarified in a data request response and in the  
7 stipulation that the customer's load will not be included in  
8 Utah's multi-jurisdictional allocation.

9 The Division concluded that the application complies  
10 with the act's filing requirements and that in net the customer  
11 bears the costs attributable to its load and ratepayers do not  
12 incur the costs of serving the customer. The contract will  
13 allow the Company to increase the utilization of its existing  
14 assets which will increase the efficiency of the system. The  
15 company's estimated benefits to ratepayers and the community  
16 are well supported, reasonable and significant.

17 The Division's reviews suggest that the contract  
18 meets the statutory requirements for approval of a large load  
19 contract and it ultimately provides net benefits to ratepayers.

20 The Division recommends the Commission approve the  
21 stipulation as filed.

22 MS. SCHMID: Thank you. Mr. Pernichele is now  
23 available for cross-examination questions and questions from  
24 the Commission.

25 CHAIR FENN: Okay. Thank you, Ms. Schmid. Thank

1 you, Mr. Pernichele, for your summary.

2 We'll turn to Rocky Mountain Power.

3 MS. WALKER: I have no questions for Mr. Pernichele.

4 Thank you.

5 CHAIR FENN: Mr. Moore?

6 MR. MOORE: No questions. Thank you.

7 CHAIR FENN: Okay. Mr. Russell?

8 MR. RUSSELL: No questions.

9 CHAIR FENN: All right. Let's turn to Commissioner  
10 Clark.

11 COMMISSIONER CLARK: No questions. Thank you.

12 CHAIR FENN: Now let's turn to Commissioner Harvey.

13 COMMISSIONER HARVEY: A question.

14 BY COMMISSIONER HARVEY:

15 Q. You've testified that the settlement is just  
16 unreasonable in result. I think you used the words on net.

17 A. Yes.

18 Q. My question is about the net. Did the Division  
19 conduct analysis by customer class or tariff schedule type or  
20 just in total?

21 A. In total.

22 Q. So the Division doesn't necessarily have any  
23 information about differential impacts that might happen by  
24 customer type?

25 A. They should all be positive through the EBA. So it

1 shouldn't affect anything beyond energy charges.

2 Q. Okay. All right.

3 Second area, the Commission has been presented with a  
4 contract which the statute tells us to approve in the next  
5 number of 60 days. But the stipulation has presented us with a  
6 whole set of procedures, accounting methods, that at least to  
7 my view seem to be outside of that contract.

8 Does that seem accurate to you?

9 A. Yes. The contract is between PacifiCorp and the  
10 customer; the stipulation is between the parties of which the  
11 customer is not a party to the stipulation.

12 Q. And would you agree that the stipulation covers many  
13 topics that the contract is silent on?

14 A. Yeah, I believe that's accurate.

15 Q. Okay. Thank you.

16 COMMISSIONER HARVEY: That's all the questions I  
17 have.

18 BY CHAIR FENN:

19 Q. So Mr. Pernichele, tell me what work you did to make  
20 sure that the accounting mechanisms that are at issue in the  
21 motion filed by UAE are accurate?

22 A. Well, I don't think they provided the exact  
23 accounting mechanism of how this is going to show up in their  
24 books yet. They've stipulated that it's going to be separate  
25 accounts, so they'll all be auditable.

1 Q. So by that you mean they'll be reviewable in  
2 subsequent proceedings, either in an EBA or in a rate case?

3 A. Correct. And I would anticipate that's something  
4 we'll have to do.

5 Q. Okay.

6 A. Both the revenues and the costs were primarily  
7 projections that they presented with their filing, which is  
8 understandable because the future hasn't happened yet. And I  
9 verified the projections from other sources where I could. A  
10 lot of them were only within the confines of the docket,  
11 however, a lot of that information. So there's an element of  
12 trust.

13 Q. Okay. You've had 35 days since the application was  
14 filed with the Commission. Can you just give me a short  
15 summary of the processes that you followed as the Division to  
16 arrive at the stipulation: meetings, data requests?

17 A. The company actually had a meeting with us prior to  
18 filing in which they outlined --

19 Q. How long ago was that; when did that occur  
20 approximately?

21 A. I believe that was in January.

22 Q. Okay. Was there just one meeting before the February  
23 10th filing?

24 A. That's my recollection, yes; there was one meeting  
25 before.

1 Q. Okay. So let's talk about what has been done in the  
2 last 35 days for you to reach the comfort level that you're  
3 willing to stipulate.

4 A. Well, I mean, myself and others in the Division have  
5 reviewed all the documents. There were some things that they  
6 did not file that we requested to see that the Company didn't  
7 want to give us copies of, so we went out and viewed those:  
8 there was a credit agreement and some additional details on the  
9 fixed charges. And those numbers all conformed with what was  
10 in the filing.

11 Again, I double checked some of the assumptions that  
12 were based on already existing data. I'm trying to not break  
13 the confidentiality.

14 Q. Sure. I'm not asking you to disclose anything that  
15 could be remotely confidential. I just want to talk about the  
16 process.

17 A. Okay. We ran some of their numbers. A lot of  
18 interaction with the Company on this one, more than we usually  
19 have.

20 Q. So when you say a lot of interactions, did you have  
21 multiple meetings with the Company?

22 A. Yes. I think a total of six times probably between  
23 phone calls and in-person meetings.

24 Q. Okay. And then did you propound data requests one  
25 time or more than once?

1 A. There were two sets of data requests.

2 Q. And I know you received some responses after the  
3 filing of your direct testimony, which did not come in in time,  
4 and that you were then able to elaborate upon in your rebuttal  
5 testimony; is that correct?

6 A. That's correct, yes.

7 Q. Okay. And was there anything that you felt was  
8 unresolved with respect to cost shifting in your discussions,  
9 or did you reach a conclusion that in no respect would there be  
10 cost shifting to other customers here?

11 A. Well, their cost shifting mechanism is based on  
12 projections. So theoretically it's possible that -- it's not  
13 like a hard and fast line like the statute says it should be,  
14 the mechanism they've set up; it's "We're going to take this  
15 much money from the customer and we think the customer is going  
16 to cost us this much money and the resulting net benefit in  
17 energy costs will go into the EBA."

18 I haven't been able to think of a scenario where that  
19 would flip and there would be a net loss there, but I don't  
20 think we'd allow a net loss into the EBA.

21 Q. And how would you make sure that that didn't happen?

22 A. More work every time we go through the EBA every  
23 year.

24 Q. So further analysis in an EBA or perhaps in another  
25 proceeding, including even a general rate case?

1 A. Yes, that's correct.

2 Q. Okay. All right. I think that -- I'm just trying to  
3 understand: we're being asked to essentially ratify the  
4 settlement stipulation of the parties and I just wanted to make  
5 sure that you felt like you had adequate time and you covered  
6 all of the issues that were relevant to reach this stipulation.

7 A. There was the issue that Mr. Bieber brought up that  
8 Mr. Russell described earlier. I ran some numbers on that and,  
9 again, assuming the assumptions are correct about what's going  
10 to happen in the future, I don't think it will shift costs to  
11 customers at all; it'll just slightly reduce benefits. That's  
12 the only thing that is outstanding in my mind.

13 Q. Okay. All right. I have no other questions.

14 CHAIR FENN: All right. Thank you, Mr. Pernichele.  
15 You can step down.

16 THE WITNESS: Thank you.

17 [OFFICE OF CONSUMER SERVICES]

18 CHAIR FENN: Let's turn to Mr. Moore.

19 MR. MOORE: Yes. The Office of Consumer Services  
20 calls Cameron Irmias to the stand and asks that he be sworn.

21 CHAIR FENN: Welcome, Mr. Irmias.

22 CAMERON IRMIAS,  
23 a witness herein, having been administered an oath,  
24 was examined and testified as follows.

25 EXAMINATION

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1 BY MR. MOORE:

2 Q. Could you please state and spell your name for the  
3 record.

4 A. Cameron Irmaz; C-A-M-E-R-O-N, I-R-M-A-S.

5 Q. How are you employed and what is your business  
6 address?

7 A. I'm a utility analyst with the Office of Consumer  
8 Services; my address is 160 East 300 South, Salt Lake City,  
9 Utah.

10 Q. In your capacity as a utility analyst, have you  
11 reviewed the application, testimony, and DR responses in this  
12 case?

13 A. Yes.

14 Q. Did you prepare, and on March 3rd, 2026 cause to be  
15 filed, redacted direct testimony, redacted confidential direct  
16 testimony, and highly confidential Regulator Eyes Only direct  
17 testimony?

18 A. Yes, I did.

19 Q. Do you have any changes to your testimony you'd like  
20 to make at this time?

21 A. No, I do not.

22 Q. If I asked you the same questions that are contained  
23 in your written testimony, would your answers be the same?

24 A. Yes.

25 MR. MOORE: At this point, the Office would move for

1 the admission of the direct, confidential direct, and highly  
2 confidential Regulator Eyes Only direct testimony.

3 CHAIR FENN: Okay. Is there any objection?

4 Okay. We'll admit that testimony.

5 [Testimony of Mr. Irmas admitted.]

6 Q. In your capacity as utility analyst, have you  
7 reviewed and did you participate in the negotiations leading to  
8 the settlement stipulation which is the subject of today's  
9 hearing?

10 A. Yes.

11 Q. Have you prepared a statement summarizing the Office  
12 of Consumer Services' position on the settlement stipulation?

13 A. Yes, I have.

14 Q. Please proceed.

15 A. In this docket, Rocky Mountain Power, or RMP, applied  
16 for approval of a large load service contract in accordance  
17 with the statute and administrative rules regarding large scale  
18 electric service requirements. In my analysis, I reviewed the  
19 provided testimony, work papers, and contract documents for  
20 potential ratepayer impacts associated with serving the large  
21 load customer, including cost drivers, coverage of financial  
22 and operational risks, and potential benefits.

23 My analysis showed that the filing meets the  
24 statutory requirements and adequately addresses risks. The  
25 contract provides some verifiable benefits and additional

1 potential benefits to ratepayers.

2 RMP's proposed approach accounts for the fixed costs  
3 of establishing service and variable energy costs, both  
4 assigning them to the customer and providing an accounting  
5 methodology to ensure that these costs are separately tracked  
6 and not passed on to other ratepayers. The contract also  
7 clearly defines the customer's financial obligations regarding  
8 credit assurances and contract termination.

9 RMP has reasonably demonstrated that the customer's  
10 load addition does not introduce reliability risks and that the  
11 proposed resources will further expand system capacity.

12 Finally, RMP describes the potential benefits to  
13 ratepayers, primarily resulting from economic system dispatch,  
14 surcharges, and the proposed resources.

15 In summary, in my opinion, the contract adequately  
16 protects existing ratepayers and provides some measure of net  
17 benefits.

18 In conclusion, I believe that the settlement is just  
19 and reasonable in result and in the public interest. I  
20 recommend that the PSC approve the application. Thank you.

21 MR. MOORE: Mr. Irmis is now available for cross and  
22 questions from the Commission.

23 CHAIR FENN: Okay. Thank you, Mr. Irmis.

24 Let's turn to Rocky Mountain Power.

25 MS. WALKER: We have no questions. Thank you.

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1 CHAIR FENN: Ms. Schmid.

2 MS. SCHMID: No questions. Thank you.

3 CHAIR FENN: Mr. Russell.

4 MR. RUSSELL: No questions. Thank you.

5 CHAIR FENN: Let's go to Commissioner Clark again.

6 COMMISSIONER CLARK: I just have a question or two.

7 BY COMMISSIONER CLARK:

8 Q. Did you have access to all the information that you  
9 felt would be relevant to the conclusions that you've reached  
10 today and expressed today?

11 A. I did.

12 Q. Thank you. That's my only question.

13 CHAIR FENN: Okay. Commissioner Harvey.

14 BY COMMISSIONER HARVEY:

15 Q. Hello. A very similar question to what I asked the  
16 DPU witness, but with the twist that we recognize from a  
17 statutory perspective the OCS has obligations to certain  
18 customer classes and not to others.

19 Did the OCS evaluate both the contract and the  
20 stipulation with respect to the differential impacts by  
21 customer class?

22 A. Yeah, so we didn't specifically evaluate great  
23 classes individually, nor did we -- our evaluation did not  
24 indicate there was any disproportionate distribution in this  
25 case. So we didn't look at the specific classes there.

1 Q. So you thought there was no need to do so because of  
2 the way the accounting methodology was structured?

3 A. I think that's correct.

4 Q. Okay. I think that's all I have, then. Thank you.

5 BY CHAIR FENN:

6 Q. This is just a little bit of a follow-up on the  
7 questions you were just asked.

8 You said in your summary that the accounting  
9 methodology separately tracked and made sure that the costs  
10 were not passed on to other ratepayers. Okay.

11 Can you tell me what you did to reach that  
12 conclusion, how you reached that conclusion that the accounting  
13 methodology was sound?

14 I'm not trying to put words in your mouth: is that  
15 your conclusion, that the accounting methodology was  
16 appropriate here?

17 A. Yes, I do think it's appropriate. And again, as  
18 Mr. Pernichele was saying, many things are projections in this  
19 case. There are uncertainties, but I think that there are many  
20 processes in place in general throughout the case that ensure  
21 protection that I think that is especially important to us as  
22 the OCS.

23 Q. Okay. And do you think that there is any -- I  
24 understand the Office is taking no position on the motion.

25 Do you, as a witness, think that there is any flaws

1 in the record that granting Mr. Russell's motion would address?  
2 Is there some reason we should --

3 A. Sorry. Do you mean a reason to approve the motion?

4 Q. A reason for us to grant his motion to give them  
5 access to the accounting methodology information.

6 A. I'm not sure I can speak to that.

7 MR. MOORE: Excuse me. I just wanted, for the  
8 record, to mark this bit of a legal question commenting on the  
9 motion. Just for the record, I'd like to do that.

10 CHAIR FENN: It's a good point. I'm not asking him  
11 to give a legal conclusion; I just want to see if he as any  
12 opinion as to the adequacy of the information that was provided  
13 to make the conclusion.

14 A. I'm not sure I could speak with great confidence to  
15 that particular aspect of the motion. I think I understand  
16 UAE's position and I appreciate the contributions they've made  
17 to this discussion. They were talking about embedded costs for  
18 transmission and I understood that that's a potential issue.

19 In our case, in our analysis, we were focusing very  
20 heavily on incremental costs including from an incremental  
21 transmission cost, incremental generation costs, as well as the  
22 variable costs and the capacity costs. And so I think between  
23 those different things, we determined that the benefits in this  
24 case are outweighing those risks. We'll continue to look into  
25 those things in the future.

1           But I'm not sure if I can specifically speak to  
2 whether the motion should be approved.

3           Q.       I'm not asking -- and I shouldn't have -- if I  
4 phrased it that way, I shouldn't have asked you that way. I  
5 apologize.

6           I'm asking for as to the merits of the argument that  
7 there should be more discourse of information and you've  
8 answered the question.

9           Ultimately, at the end of the day, your viewpoint is  
10 that this contract should be approved since there are not costs  
11 that are shifted to existing customers; is that your ultimate  
12 conclusion?

13          A.       Yes, it is.

14          Q.       Okay. All right. I have no other questions.

15          CHAIR FENN: Thank you. Appreciate it, Mr. Irmes,  
16 your testimony.

17          THE WITNESS: Thank you.

18          CHAIR FENN: You can be excused.

19          Okay. Anything else from the Company?

20          MS. SMITH: Yes.

21          CHAIR FENN: Ms. Smith.

22          MS. SMITH: One brief item: I don't think that we  
23 moved to admit the application and the settlement stipulation  
24 itself. So I'd like to do so now:

25                I'd like to move for admission of our application.

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1 I know I moved to admit the testimonies, but I think  
2 we overlooked the application and the stipulation.

3 CHAIR FENN: Yeah, and I think that's a good point.  
4 I'm glad that you did that. We should have that in the record.

5 And so it's been moved that we admit the application  
6 and the settlement stipulation. Is there any objection?

7 Okay. All right. It's admitted.

8 [Application and Settlement Stipulation Admitted.]

9 MS. SMITH: Thank you.

10 CHAIR FENN: Thank you very much.

11 Okay. Anything else?

12 [NEXT STEPS]

13 CHAIR FENN: Well, I understand the Company's desire  
14 in getting a ruling from us as soon as possible because of  
15 business considerations with your customer. I'm not sure we  
16 can grant a detailed order with our analysis in three working  
17 days, by the close of business on Friday.

18 And I'm not making a promise to do this, but if we  
19 can, we may issue a brief order as to the ultimate  
20 conclusion -- if the contract is approved or not approved, that  
21 the motion is denied or approved -- and then have a more  
22 detailed order to follow.

23 I think that would be helpful to you, would it?

24 MS. SMITH: Yes. Thank you.

25 CHAIR FENN: Okay. All right.

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1           Okay. With that, we'll take the matter under  
2           advisement and we'll issue a ruling as soon as we can.

3           Thank you. Thanks, everybody for your attendance and  
4           participation today.

5           [Adjourned at 12:36 p.m.]

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REPORTER'S CERTIFICATE

STATE OF UTAH )  
COUNTY OF UTAH )

I, Spencer Von Jarrett, a Certified Shorthand Reporter, Registered Professional Reporter, hereby certify:

THAT the foregoing proceedings were taken before me at the time and place set forth in the caption hereof; that the witness was placed under oath to tell the truth, the whole truth, and nothing but the truth; that the proceedings were taken down by me in shorthand and thereafter my notes were transcribed through computer-aided transcription; and the foregoing transcript constitutes a full, true, and accurate record of such testimony adduced and oral proceedings had, and of the whole thereof.

I have subscribed my name on this 29th day of January, 2026.



Spencer Von Jarrett  
Registered Professional Reporter #993793

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[priority - provide]

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[understand - viewpoint]

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[visibility - worry]

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**[wra - yesterday]**

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Utah Rules of Civil Procedure  
Part V. Depositions and Discovery

Rule 30

(E) Submission to Witness; Changes; Signing.

Within 28 days after being notified by the officer that the transcript or recording is available, a witness may sign a statement of changes to the form or substance of the transcript or recording and the reasons for the changes. The officer shall append any changes timely made by the witness.

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ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.  
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,  
2019. PLEASE REFER TO THE APPLICABLE STATE RULES  
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

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