

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

Request for Agency Action and Complaint of
US Magnesium, LLC against Dominion
Energy Utah

DOCKET NO. 17-057-13
ORDER GRANTING PARTIAL SUMMARY
JUDGMENT

ISSUED: March 12, 2018

BACKGROUND

US Magnesium, LLC (US Mag) is a longtime firm¹ and non-firm² natural gas transportation customer. On June 29, 2017, US Mag filed a formal complaint against Dominion Energy Utah (Dominion), alleging Dominion failed to effectuate proper notice to US Mag of an interruption on January 6, 2017 under Section 3.02 of Dominion's Utah Natural Gas Tariff No. 500 (Tariff).³ Accordingly, US Mag asserts the penalty in excess of \$580,000 Dominion attempts to impose on US Mag is not authorized by Dominion's Tariff.⁴

On November 15, 2017, the PSC's designated Presiding Officer held a scheduling conference in this docket,⁵ and a Scheduling Order and Notice of Hearing was issued on November 16, 2017.⁶ The Scheduling Order set a deadline for dispositive motions,⁷ which was

¹ US Mag receives firm service for up to 15,000 Dths per day. *See* Direct Testimony of Roger Swenson at 4, lines 64-66, filed December 22, 2017.

² US Mag pays for non-firm (i.e., interruptible service) above 15,000 Dths per day. *See id.* at 4, lines 70-71.

³ *See* Complaint of US Magnesium, LLC against Dominion Energy Utah at 2, ¶ 4, filed June 29, 2017 ("US Mag did not interrupt its non-firm usage because it was not properly called upon by Dominion to do so."). *See also id.* at 3, ¶ 7 ("...US Mag was not properly notified that it should curtail its usage."); *id.* at 7, ¶ 16 ("US Mag was not properly called upon to interrupt on January 6, 2017 [under Section 3.02 of Dominion's tariff]."); and Direct Testimony of William F. Schwarzenbach at 2, lines 36-37, filed January 12, 2018 ("Does US Mag[] agree that [Dominion's] notice was sufficient under the Tariff? No. That is the main issue in this complaint.").

⁴ *See* Complaint of US Magnesium, LLC against Dominion Energy Utah at 7, ¶ 17, filed June 29, 2017 ("US Mag respectfully submits that such a penalty is unauthorized, unreasonable, and unconscionable under the circumstances, and unenforceable under Utah law."). *See also id.* at 8, ¶ 18 ("...US Mag submits that the penalties Dominion seeks to impose on US Mag are not authorized by Dominion's tariff.").

⁵ *See* Notice of Scheduling Conference, issued November 2, 2017.

⁶ *See* Scheduling Order and Notice of Hearing, issued November 16, 2017.

⁷ *See id.*

subsequently amended pursuant to an Order Granting Unopposed Motion to Amend Scheduling Order (Amended Scheduling Order).⁸

On February 2, 2018, in accordance with the Amended Scheduling Order and pursuant to Rule 56(a) of the Utah Rules of Civil Procedure, US Mag and Dominion each filed a Motion for Summary Judgment (respectively, Motion).⁹ US Mag argues its Motion should be granted because Dominion failed to effectuate notice as required by Dominion's Tariff. US Mag also contends it would have provided additional contact information had it known that Dominion's automated system was unable to dial through to extensions; it further contends it was generally confused by the information it did receive; and it suggests changing the Tariff to indicate the proper communication channels to ensure proper notification. Dominion, in contrast, argues its Motion should be granted as a matter of law because it effectuated notice by numerous means and, despite that notice, US Mag failed to curtail the interruptible portion of its service. Accordingly, Dominion argues the fine imposed against US Mag for failure to curtail is warranted.

We grant US Mag partial summary judgment as explained below. Additionally, we request additional information be submitted to the PSC by both parties, as ordered below.

⁸ See Order Granting Unopposed Motion to Amend Scheduling Order, issued January 31, 2018.

⁹ See US Magnesium, LLC's Motion for Summary Judgment, filed February 2, 2018. See also Dominion Energy Utah's Motion for Summary Judgment and Supporting Memorandum, filed February 2, 2018.

STANDARD OF REVIEW

Pursuant to Utah Rules of Civil Procedure 56(a), “[a] party may move for summary judgment, identifying each claim or defense – or the part of each claim or defense – on which summary judgment is sought. The [deciding body] shall grant summary judgment if the moving party shows that there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law.” Utah R. Civ. P. 56(a). In addition, where, as here, the deciding body is confronted with dueling motions for summary judgment, this standard applies to each motion. *See Wycalis v. Guardian Title*, 780 P.2d 821, 824 (Utah Ct. App. 1989), *cert. denied*, 789 P.2d 33 (Utah 1990). In applying this standard, we begin by articulating the undisputed facts. We then explain our rationale for granting US Mag partial summary judgment.

UNDISPUTED FACTS RELEVANT TO THE MOTIONS

1. The Tariff establishes the requirements and procedures for interrupting service to interruptible customers, as follows:¹⁰

3.02 PERIODS OF INTERRUPTION

INTERRUPTION CONDITIONS

Service under interruptible service rate schedules is subject to temporary periods of interruption upon notice by the Company, whenever the Company determines interruption is required to serve firm sales service customers. Service may also be interrupted to inject gas into storage reservoirs, for maintenance or replacement of facilities or for other reasons related to serving firm service customers. Resumption of service will not occur until the Company, at its discretion, can fulfill the demand of its firm service customers. The Company shall notify customers when service may resume.

¹⁰ See Dominion Energy Utah Tariff, available at: <https://pscdocs.utah.gov/gas/17docs/17057T02/293974PropTariffSheet5-12-2017.pdf>.

SCHEDULE OF INTERRUPTION

All interruptible service is subject to simultaneous interruption. *Upon notice from the Company, interruptible customers are required to interrupt as soon as is operationally possible, but no later than two hours from notice. The Company requires each interruptible customer to provide, and update as necessary, contact information that enables the Company to immediately notify a customer of a required interruption. In the event the Company is unable to notify a customer using the contact information, the customer may be subject to the charges and penalty described below.*

System emergencies, irregularities of weather or other operating conditions may require immediate interruption. At times there may be a need for interruption on an isolated portion of the Company's system. If the simultaneous interruption of a different portion of the system will not assist in remedying the situation that gives rise to the need for interruption, customers in those areas will not be subject to simultaneous interruption.

At the time of an interruption, the Company shall use reasonable efforts to advise customers of the cause of the interruption. When feasible, interruptions may be partial. In such event, interruptible transportation and sales customers will be required to interrupt partially on a pro rata basis based on representative daily use levels. However, customers who are unable to partially interrupt or who prefer to interrupt 100%, if at all, may, at the Company's discretion, be allowed to interrupt on an all-or-nothing basis. Initially customers who are allowed to interrupt on an all-or-nothing basis will be required to interrupt 100%. The Company will endeavor to balance interruptions between customers who interrupt partially and those who interrupt on an all-or-nothing basis over the course of a year, but in no event shall the Company be liable if it is unable to do so.

FAILURE TO INTERRUPT

A customer who fails to interrupt when properly called upon by the Company to do so will incur a \$40-per-decatherm penalty for all interruptible volumes utilized during the course of an interruption. Each failure to interrupt will result in the imposition of the per-decatherm penalty. Any such penalties recovered by the Company shall be credited to the ratepayers as a reduction to the Infrastructure Rate-Adjustment Tracker.

If any interruptible customer fails to reduce or discontinue use of natural gas, and in the case of a transportation customer failing to interrupt or reduce gas usage or

nominations in accordance with this section, then the customer will pay the penalty and other charges as follows:

DNG Penalty	Supplier Non-Gas Cost	Commodity Cost
\$40.00/Dth	SNG rate from the IS Rate Schedule	Highest gas cost during period of interruption

If a customer fails to interrupt when called upon by the Company to do so, then beginning on July 1st following the failure to interrupt, the customer will be moved from the interruptible rate schedule to an available firm rate schedule for three years for those interruptible volumes it failed to interrupt. To the extent that the Company determines that providing firm service is operationally infeasible, then the customer will pay a demand charge that would have applied for those interruptible volumes it failed to interrupt for three years, beginning on July 1st following the failure to interrupt, but will continue to receive interruptible service.

Under no circumstances will the penalty provision be considered as giving the customer the right to use gas during a requested interruption or restriction of service. Customers failing to comply with interruption required by the Company may also be subject to immediate termination or restriction of service.

(Emphasis added).

2. During the 2016-17 heating season, US Mag was both a firm and non-firm transportation customer of Dominion.¹¹ As a firm customer, US Mag contracted for 15,000 Dths/day of firm transportation service.¹² And, as a non-firm customer, US Mag contracted for an additional 13,000 Dths/day of interruptible transportation service.¹³ Combined (15,000 Dths/day of firm + 13,000 Dths/day of non-firm), US Mag's service totaled 28,000 Dths/day.¹⁴ On November 29, 2016, Mr. Rickenbach of Dominion sent Mr. Swenson of US Mag an email stating, in part: "[Dominion] is preparing for the upcoming winter heating season. We need to assure your company

¹¹ See Direct Testimony of Bruce Rickenbach at 4, line 84, filed January 12, 2018.

¹² See *id.* at 4, lines 86-87.

¹³ See *id.*

¹⁴ See *id.* at 4, lines 86-88.

- contact information is correct. Please review the attached Customer Information sheet, and update all information for accuracy. Remember to sign at the bottom of the document and email the form to me as soon as possible whether you have made changes or not. We utilize a ‘Rapid Notify’ system to alert our industrial and commercial customers of any interruptions or other important messages. This tool is an electronic calling, texting, and email system that sends simultaneous messages to ensure timely communications, so it is important to keep your contact information updated and to notify us of any changes[.]”¹⁵
3. Mr. Swenson returned the signed Customer Information sheet to Mr. Rickenbach on December 12, 2016.¹⁶
 4. Attached to US Mag’s complaint is the “Customer Information” sheet that Dominion drafted and US Mag filled out, copied below. This Customer Information sheet is the mechanism by which Dominion sought, and US Mag provided, the contact information by which Dominion was to provide notice of an impending interruption.

¹⁵ Direct Testimony of Bruce Rickenbach, DEU Exhibit 1.3 at 1, filed January 12, 2018; Direct Testimony of Roger Swenson, Exhibit 3, filed December 22, 2017.

¹⁶ See Direct Testimony of Roger Swenson at 6, line 129; 7, line 130, filed December 22, 2017. See also Direct Testimony of Bruce Rickenbach at 5, lines 108-109, filed January 12, 2018.

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Customer Information

Company: US MAGNESIUM
SAID: 7677760339 Magnesium Corporation of America
Address: Rowley
City, State, Zip: Rowley, UT 84029
SIC Code: 3339 PRIMARY NONFERROUS METALS, NEC
Account Rep: Bruce Rickenbach

Wed October 19, 2016

Table with columns: Contact Name, e-Mail, Day Phone, Night Phone, FAX, Mobile Phone. Rows include Roger Swenson, Thomas Tripp, and Mike Tucker.

Table with columns: Interruption Contacts, Title, Day Phone, Night Phone, FAX, Mobile Phone. Rows include 1ST: Mike Tucker and 2ND: Roger Swenson.

Table with columns: SAID#, Account Name, Type, Meter #, DCL, FIRM, RDU, Tax Xmpt, Agent Company. Row includes SAID# 7677760339 and Account Name Magnesium Corporation of America.

Table with columns: Code, Equip Description, Count, Input Rating, Total Input, Fuel Type, Alt Fuel, Comments.

Do you anticipate any significant changes in your natural gas requirements this winter? Yes X No
If Yes, explain: less usage beginning in January 35% drop in average demand

I certify that the information listed above regarding our interruptible natural gas service on Questar Gas is correct. I understand that interruptible service is subject to periods of interruption. Our staff and alternate fuel system(s) will be prepared to interrupt natural gas service as soon as operationally possible within two hours of receiving notification from Questar Gas.

Signed: [Signature] Date: 12/12/2016

5. On January 6, 2017, Dominion determined it would be necessary to interrupt service to certain transportation customers pursuant to the Tariff.¹⁷
6. On January 6, 2017, at approximately 11:15 a.m., Dominion declared an interruption of all interruptible volumes.¹⁸
7. Dominion attempted to notify US Mag of the impending interruption in nine different ways on January 6, 2017, using telephone numbers and email addresses US Mag provided on the Customer Information Sheet (*see supra* at 7). While the content and consequences of these notifications is disputed, there appears to be no factual dispute about whether Dominion performed the following actions:
 - i. Dominion's automated system attempted to call US Mag's Utility Supervisor, Mike Tucker's (Mr. Tucker) "Day Phone" number listed on the Customer Information sheet, but Dominion's automated system was unable to dial through to the listed extension.¹⁹
 - ii. Dominion's automated system attempted to call US Mag's Energy Consultant, Roger Swenson's (Mr. Swenson) "Day Phone" number listed on the Customer Information sheet, but Dominion's automated system was unable to dial through to the listed extension.²⁰

¹⁷ See Direct Testimony of William F. Schwarzenbach at 2, lines 23-24, filed January 12, 2018.

¹⁸ See Direct Testimony of Bruce Rickenbach, DEU Exhibit 1.6, filed January 12, 2018.

¹⁹ See Direct Testimony of Bruce Rickenbach, DEU Exhibit 1.8 at 1, filed January 12, 2018.

²⁰ See *id.*

- iii. At approximately 11:15 a.m., Dominion sent Mr. Tucker an email pertaining to the interruption to the email address listed on the Customer Information sheet.²¹
- iv. Dominion sent Mr. Tucker a text message pertaining to the interruption using the “Mobile Phone” number listed on the Customer Information sheet.²²
- v. Dominion left Mr. Tucker a voicemail pertaining to the interruption on his “Mobile Phone” number listed on the Customer Information sheet.²³
- vi. At approximately 11:15 a.m., Dominion sent Mr. Swenson an email pertaining to the interruption to the email address listed on the Customer Information sheet.²⁴
- vii. Dominion sent Mr. Swenson a text message pertaining to the interruption to his “Mobile Phone” number listed on the Customer Information sheet.²⁵
- viii. Dominion left Mr. Swenson a voicemail pertaining to the interruption on his “Mobile Phone” number listed on the Customer Information sheet.²⁶
- ix. In the afternoon of January 6, 2017, Dominion’s Senior Account and Community Relations Representative, Bruce Rickenbach (Mr. Rickenbach),²⁷

²¹ See Direct Testimony of Bruce Rickenbach at 8, lines 157-160, filed January 12, 2018.

²² See Direct Testimony of Bruce Rickenbach, DEU Exhibit 1.4 at 1, filed January 12, 2018.

²³ See *id.*

²⁴ See Direct Testimony of Bruce Rickenbach, DEU Exhibit 1.6, filed January 12, 2018.

²⁵ See Direct Testimony of Bruce Rickenbach, DEU Exhibit 1.4 at 1, filed January 12, 2018.

²⁶ See *id.*

²⁷ See Direct Testimony of Bruce Rickenbach at 4, line 78, filed January 12, 2018.

contacted Mr. Swenson through a phone call to Mr. Swenson's "Mobile Phone" number listed on the Customer Information sheet.²⁸

8. Dominion's notification system voice message went to US Mag's switchboard on January 6, 2017, but the switchboard operator hung up after hearing the recorded message.²⁹
9. Dominion's employee, William Schwarzenbach (Mr. Schwarzenbach) phoned US Mag's marketing agent about the curtailment on January 6, 2017,³⁰ and US Mag's marketing agent subsequently notified US Mag of the curtailment at approximately Noon and 5:00 p.m. on January 6, 2017.³¹ On January 7, 2017, at approximately 11:30 a.m., US Mag's marketing agent notified US Mag "the interruptible curtailment in effect is lifted a[s] of 1 pm today."³²
10. US Mag listed a fax number as an "Interruption Contact" on the Customer Information sheet;³³ however, Dominion did not attempt contact using that number.³⁴
11. There is no "Night Phone" number listed on the Customer Information sheet.³⁵

²⁸ See Direct Testimony of Bruce Rickenbach at 10, line 220; at 11, line 221, filed January 12, 2018.

²⁹ See *id.* at 9, lines 188-193; *id.* at DEU Exhibit 1.9 at 6, filed January 12, 2018.

³⁰ See Direct Testimony of Bruce Rickenbach at 10, lines 204-206, filed January 12, 2018. See also Direct Testimony of William F. Schwarzenbach at 3, lines 46-48 ("On January 6, 2017, [Dominion] . . . also sent an email to all of the [m]arketing [a]gents that nominate gas letting them know that [Dominion] had called an interruption.").

³¹ See Direct Testimony of Bruce Rickenbach at 10, lines 206-213; at 11, lines 234-237; *id.* at DEU Exhibit 1.10 at 1, 3, filed January 12, 2018.

³² Direct Testimony of Bruce Rickenbach, DEU Exhibit 1.10 at 5, filed January 12, 2018. See also Direct Testimony of William F. Schwarzenbach at 4, lines 74-76, filed January 12, 2018.

³³ See Complaint of US Magnesium, LLC against Dominion Energy Utah, attached Exhibit, filed June 29, 2017. See also Direct Testimony of Bruce Rickenbach at 2, line 44; at 3, lines 45-47, filed January 12, 2018.

³⁴ See Direct Testimony of Bruce Rickenbach, DEU Exhibit 1.4 at 1, filed January 12, 2018.

³⁵ See *supra* at 7.

12. The “Mobile Phone” numbers listed on the Customer Information sheet do not specify whether they are “Day” or “Night” contact numbers.³⁶
13. On January 7, 2017, at approximately 1:00 p.m., Dominion lifted the interruption.³⁷
14. US Mag did not curtail its interruptible volumes and limit its usage to its firm contract amount during the January 6-7, 2017 interruption.³⁸
15. Dominion subsequently notified US Mag that it must pay a penalty in the amount of approximately \$242,000 for its failure to interrupt. Dominion also notified US Mag it would be required to purchase additional firm capacity of 4,117 Dths per day at an additional cost of approximately \$113,000 per year for three years, totaling approximately \$338,500 for additional firm capacity.³⁹ Together, the penalty and required additional firm capacity Dominion seeks to impose upon US Mag exceeds \$580,000.⁴⁰
16. US Mag proposes a number of tariff changes to make the interruption process less confusing and more transparent in the future.⁴¹ However, Dominion opposes these changes and states it intends to open a new docket this spring to address Tariff provisions for transportation customers.⁴²

³⁶ *See id.*

³⁷ *See* Direct Testimony of Bruce Rickenbach at 12, lines 247-248, filed January 12, 2018.

³⁸ *See id.* at 12, lines 249-252. However, US Mag did, through its marketing agent, reduce its daily nomination for gas deliveries on Dominion’s system on January 6, 2017 to 15,000 Dths of firm capacity. *See* Direct Testimony of William F. Schwarzenbach at 3, lines 49-56, filed January 12, 2018. *See also* Direct Testimony of Roger Swenson, US Magnesium Exhibit 1 at 3, filed December 22, 2017.

³⁹ *See* Direct Testimony of Roger Swenson, US Magnesium Exhibit 5, filed December 22, 2017.

⁴⁰ *See* Direct Testimony of Roger Swenson at 6, lines 107-108, filed December 22, 2017.

⁴¹ *See* Reply of US Magnesium, LLC to Dominion Energy Utah’s Answer to Complaint at 5-6, filed November 1, 2017.

⁴² *See* Direct Testimony of William F. Schwarzenbach at 7, lines 133-34, filed January 12, 2018.

DISCUSSION AND CONCLUSIONS

The sole issue here is whether, as a matter of law, Dominion effectuated proper notice to US Mag of Dominion’s January 6, 2017 interruption.⁴³ In addressing this issue, we look to the Tariff, which, together with the “Interruption Contacts” listed on the Customer Information sheet, forms the basis for the agreement between the parties.⁴⁴

The “Interruption Contacts” provided on the “Customer Information” sheet prepared by Dominion and filled out by US Mag lists the following contact individuals and numbers:

<u>Interruption Contacts</u>	<u>Title</u>	<u>Day Phone</u>	<u>Night Phone</u>	<u>FAX</u>	<u>Mobile Phone</u>
1ST: Mike Tucker	Utility Supervisor	801 532-2043 1337			801 597-8834
2ND: Roger Swenson	Energy Consultant	801 532-1522 529		801 534-1407	801 541-2272

We conclude that any interruption notice provided by Dominion pursuant to the Tariff is limited to those names and numbers listed above. This conclusion is based, in part, on the rationale that customers under the Tariff are required to provide contact information that enables Dominion to provide immediate notification. The form provides two separate sections for contacts: “Contact Names” and “Interruption Contacts.” Because US Mag was allowed a specific choice of where to list contact information, we infer that only that information provided under “Interruption Contacts” was intended to be utilized for purposes of “notice” as that term is contemplated under the Tariff. Similarly, we conclude that any interruption notices provided by Dominion to individuals, numbers, or by means other than those listed above do not meet the

⁴³ See *id.* at 2, lines 36-41.

⁴⁴ See generally, *Ellis-Hall Consultants v. PSC*, 2016 UT 34, 379 P.3d 1270, ¶ 31 (“It is the Commission’s orders and tariffs that have the force of law[.]”).

notice standard required by the Tariff.⁴⁵ Accordingly, we grant partial summary judgment to US Mag on the following contacts listed by Dominion:

1. Email to Mr. Tucker;
2. Email to Mr. Swenson;
3. Call to US Mag's switchboard operator; and
4. Contacts with US Mag's marketing agent.

Additionally, we grant US Mag partial summary judgment on the phone calls placed to Mr. Tucker's and Mr. Swenson's "Day Phone" numbers at the extensions listed above, because it is undisputed that Dominion's automated system could not dial through to those extensions.

Having granted partial summary judgment to US Mag on all forms of communication sent by Dominion other than the communications sent to the two "Mobile Phone" contacts, we conclude that we must hold a hearing to further establish the factual record with respect to the phone calls and text messages sent to those numbers. Some facts are in dispute concerning these communications, and on that basis we deny summary judgment as to their adequacy. *See* Utah R. Civ. P. 56(a).

The Interruption Contacts do not include any language with respect to accomplishing notice through text messages to the listed "Mobile Phone" numbers. There is a disputed issue as to whether the text messages sent by Dominion to Mr. Tucker and Mr. Swenson were adequate to inform them of the interruption. We decline at this time to conclude as a matter of law that the

⁴⁵ *Cf.* Direct Testimony of Roger Swenson at 10, lines 208-209, filed December 22, 2017 ("[e]mails are listed as general contacts [on the Customer Information sheet], but not as contacts in the case of an interruption.").

text messages were or were not sufficient, and we conclude that the factual record related to the text messages must be expanded.

ORDER

We grant partial summary judgment to US Mag on all forms of notice Dominion provided except (1) the voicemail left on Mr. Tucker's mobile phone by Dominion on January 6, 2017, (2) the phone calls Dominion made to Mr. Swenson's mobile phone on January 6, 2017, and the text messages Dominion sent to both Mr. Tucker's and Mr. Swenson's mobile phones. We order both parties to provide the PSC at the time of the hearing with copies of their respective detailed phone records showing all calls and text messages made and received on January 6, 2017, the times of each call and text message, and the duration of each call. The hearing will be limited to argument and testimony concerning these phone calls and text messages. Both parties shall have their witnesses (including, but not limited to, Mr. Rickenbach for Dominion, and Mr. Tucker and Mr. Swenson for US Mag) available and ready to testify. If the parties need additional time to prepare for the hearing, the PSC will accommodate a reasonable extension to the hearing date upon request from either party.

DATED at Salt Lake City, Utah, March 12, 2018.

/s/ Melanie A. Reif
Presiding Officer

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Approved and Confirmed March 12, 2018, as the Order of the Public Service
Commission of Utah.

/s/ Thad LeVar, Chair

/s/ David R. Clark, Commissioner

/s/ Jordan A. White, Commissioner

Attest:

/s/ Gary L. Widerburg
PSC Secretary
DW#300650

Notice of Opportunity for Agency Review or Rehearing

Pursuant to Utah Code Ann. §§ 63G-4-301 and 54-7-15, a party may seek agency review or rehearing of this order by filing a request for review or rehearing with the PSC within 30 days after the issuance of the order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the PSC fails to grant a request for review or rehearing within 20 days after the filing of a request for review or rehearing, it is deemed denied. Judicial review of the PSC's final agency action may be obtained by filing a Petition for Review with the Utah Supreme Court within 30 days after final agency action. Any Petition for Review must comply with the requirements of Utah Code Ann. §§ 63G-4-401, 63G-4-403, and the Utah Rules of Appellate Procedure.

CERTIFICATE OF SERVICE

I CERTIFY that on March 12, 2018, a true and correct copy of the foregoing was served upon the following as indicated below:

By E-Mail:

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