



PublicService Commission <psc@utah.gov>

Reply Comment to PSC Docket #21-999-01, re: RMP-PacifiCorp's CAISO Tech Conference proposal

1 message

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To: Public Service Commission <psc@utah.gov>
Cc: stholmes3@xmission.com

Fri, Jun 18, 2021 at 8:53 AM

Reply Comment to PSC Docket #21-999-01,
re: RMP-PacifiCorp's CAISO Tech Conference proposal

June 18, 2021

Dear Commissioners,

Thank you for your willingness to thoughtfully consider the nature of public access to the proposed Rocky Mountain Power - PacifiCorp ["the Company"] technical conference intended to discuss potential implications of CAISO's April 2021 action(s) for the Company's planning and operations which, by extension, may be expected to affect its customers and other members of the public residing in the Company's service area.

As a resident of Utah and a Company ratepayer, I submit that I, my family, friends, and fellow citizens of Utah have an interest in better understanding how out-of-state policy decisions may affect short- and longer-range energy industry and regulatory decisions made closer to home. The public should be allowed access to state regulatory proceedings that could affect electricity availability and pricing, state energy policy and regulation, fuel mixes of Utah's leading and secondary utilities, grid integration policies, and the future of our state's renewable energy businesses.

I am not convinced that the Company's discussion of potential or probable Utah and regional energy system implications and corporate planning considerations attendant to the April 21, 2021 [and other] CAISO action(s) requires disclosure of proprietary [confidential] information in order for non-expert members of the general public to formulate a picture of what has happened, what may happen, and how we could be affected given future corporate, grid systemic, and state and federal regulatory scenarios.

The Utah Association of Energy Users (UAE) is correct in its argument that interested Utahns might direct inquiries to CAISO, its proceedings and documents directly. But CAISO does not represent or serve us. RMP-PacifiCorp does. And through Utah's utility regulator, the Utah Public Service Commission (PSC), the Company should be directed to share with us its 'take' on what CAISO's action(s) might mean for all Utah energy users moving forward.

I request that the PSC afford interested members of Utah's general public two opportunities for participation in the technical conference and direct the Company to structure its conference presentation accordingly. The Company's presentation would begin with a one-hour general overview session open to any interested party. The presentation would then continue with a closed, confidential session requiring participants' prior signing of an appropriate non-disclosure agreement (NDA).

In the first hour, Company representatives would present to specialists and interested members of the public an overview of the relevant CAISO action(s), the possible impacts on Utah residents and Company ratepayers in its service area, and the range of future decision-making scenarios the Company, its customers, and residents of its service area might experience. A 45-minute presentation followed by 15 minutes of Q&A should suffice. No proprietary [confidential] data would be released or expected during this first hour.

The second, confidential session would require all participants to have signed an appropriate NDA in advance and would disclose proprietary information as needed or requested. This closed session would continue as long as deemed necessary. Participants in the second, closed session might find that the earlier, open presentation

and discussion had facilitated their crafting of additional questions requiring proprietary [confidential] data.

If, however, the Commission decides to designate the entire technical conference as "confidential" and requires an appropriate NDA of all participants, that NDA should not prevent members of the public from creating and sharing summary documents of the proceeding that do not disclose confidential [proprietary] information. It is not clear to me that the Company NDA I have received and reviewed would allow participating members of the public the freedom to create and share non-proprietary [non-confidential] information gained from the technical conference. That NDA is copied below this comment.

Should the Commission decide to close the technical conference entirely, I ask that it approve an appropriate NDA that does not subsequently hamper the public exchange of non-confidential, non-proprietary information gained from the conference.

Thank you for your kind attention to my request and concerns expressed in this reply comment.

/s/ Stanley Holmes
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The Company's NDA:

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into effective the _____ day of _____ 2021, by and between PacifiCorp, doing business as, Rocky Mountain Power, (the "Company"), and _____ ("Individual"), each a "Party" and together the "Parties."

Recitals

A. The Company will present information at a technical conference with the Utah Public Service Commission to address any potential economic or reliability implications to its Utah customers as a result of rule changes the California Independent System Operator approved on April 21, 2021, that will be attended by Individual; and

B. Certain information in the presentation is confidential, trade secret, proprietary, and/or commercially sensitive information.

Agreement

NOW THEREFORE, the Parties agree as follows

1. Definitions. For purposes of this Agreement, the following terms are defined as follows:
 - a. "Documents" means and includes all written, recorded or electronic graphic matters of any kind or nature whatsoever, and shall extend to any subsequent compilation, summary, quotation or reproduction thereof prepared at any subsequent time in any subsequent form or proceeding, in whole or in part.
 - a. "Confidential Information" means and includes any Documents and all contents thereof made available by the Company to Individual in connection with the technical conference that are marked "Confidential" and any information disclosed during the technical conference that is verbally designated as confidential by the Company.
 - a. "Disclose," "make disclosure of" or "disclosure" means and includes the dissemination to any person, firm, corporation or other entity the contents of a Document or Confidential Information, regardless of the

method of dissemination.

2. Confidentiality; Disclosure. All Confidential Information and the disclosure thereof shall be subject to the following restrictions:

a. Individual shall not disclose any Confidential Information to anyone.

a. Individual shall make no copies or reproduction of any kind or nature whatsoever of the technical conference presentation and/or any written materials used or disseminated during the technical conference.

3. Continuation of Protection. The provisions of this Agreement, insofar as they restrict the disclosure and use of Confidential Information shall, without written agreement of the Parties or further order of the Public Service Commission of Utah, or if appropriate, a court of competent jurisdiction, continue to be binding until or unless superseded by entry of a Protective Order by the Public Service Commission of Utah.

4. Litigation. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate, or to request the consolidated of, any action in which a jury trial, has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first written above.

INDIVIDUAL

Signature

Name:

Date:

ROCKY MOUNTAIN POWER

Signature

Name:

Date: