

July 8, 2024

***VIA ELECTRONIC FILING  
AND OVERNIGHT DELIVERY***

Wyoming Public Service Commission  
2515 Warren Avenue, Suite 300  
Cheyenne, Wyoming 82002

Attn: John Burbridge  
Chief Counsel

Docket No. 20000-\_\_\_\_-ET-24  
Record No. \_\_\_\_\_

**RE: IN THE MATTER OF THE APPLICATION OF ROCKY MOUNTAIN POWER  
FOR APPROVAL OF A FIVE-YEAR COMMERCIAL AND INDUSTRIAL  
DEMAND RESPONSE PILOT PROGRAM AND RECOVERY MECHANISM**

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Dear Mr. Burbridge:

Enclosed for filing is Rocky Mountain Power's ("Company") Application requesting approval of a Demand Response Pilot Program for calendar years 2025-2029 with a proposed effective date of May 1, 2025.

The application, testimony, and exhibits are being provided in electronic format on the Docket Management System. One hard copy is also being provided to the Wyoming Public Service Commission.

All formal correspondence and Staff requests regarding this matter should be addressed to:

By E-mail (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)

By regular mail: Data Request Response Center  
PacifiCorp  
825 NE Multnomah, Suite 2000  
Portland, OR 97232

with copies to: Michael S. Snow  
Manager, Regulatory Affairs  
Rocky Mountain Power  
1407 West North Temple, Suite 330  
Salt Lake City, Utah 84116  
E-mail: [michael.snow@pacificorp.com](mailto:michael.snow@pacificorp.com)

Stacy Splittstoesser  
Wyoming Regulatory Affairs Manager  
Rocky Mountain Power  
315 W. 27<sup>th</sup> St.  
Cheyenne, Wyoming 82001  
E-mail: [stacy.splittstoesser@pacificorp.com](mailto:stacy.splittstoesser@pacificorp.com)

Wyoming Public Service Commission

July 8, 2024

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Daniel J. Teimouri  
Assistant General Counsel  
PacifiCorp  
825 NE Multnomah, Suite 2000  
Portland, OR 97232  
Email: [daniel.teimouri@pacificorp.com](mailto:daniel.teimouri@pacificorp.com)

Informal inquiries related to this filing may be directed to me at (801) 220-4214.

Sincerely,

A handwritten signature in blue ink that reads "Michael S. Snow". The signature is fluid and cursive, with the first name "Michael" being more prominent than the last name "Snow".

Michael S. Snow  
Manager, Regulatory Affairs

Enclosures

Daniel J. Teimouri  
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Portland, Oregon 97232  
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*Attorney for Rocky Mountain Power*

**BEFORE THE WYOMING PUBLIC SERVICE COMMISSION**

**IN THE MATTER OF THE APPLICATION OF  
ROCKY MOUNTAIN POWER FOR  
APPROVAL OF A FIVE-YEAR COMMERCIAL  
AND INDUSTRIAL DEMAND RESPONSE  
PILOT PROGRAM AND RECOVERY  
MECHANISM**

Docket No. 20000-\_\_\_\_-ET-24  
(Record No. \_\_\_\_\_)

COMES NOW, Rocky Mountain Power (“Company”), with an Application to the Wyoming Public Service Commission (“Commission”) respectfully requesting an Order approving: (1) a new Schedule 114, Demand Response Program, which will provide a Commercial and Industrial Demand Response (“C&I DR”) Pilot Program effective May 1, 2025, and lasting until at least December 31, 2029; (2) a new Customer Efficiency Service Charge (“Schedule 191”) balancing account that will recover costs associated with this new C&I DR Program; (3) a proposed \$5.8 million (0.8 percent of base revenue) increase to Schedule 191 through a new 0.69 percent rate for Demand Response; and (4) cancellation of Schedule 30, Interruptible Service Pilot. The Company respectfully requests these tariff changes become effective May 1, 2025. In support of its Application, the Company states as follows:

1. The Company is a division of PacifiCorp, an Oregon corporation, which provides electric service to retail customers through its Rocky Mountain Power division in the

states of Wyoming, Utah, and Idaho, and through its Pacific Power division in the states of Oregon, California, and Washington.

2. The Company is a regulated public utility in the state of Wyoming and is subject to the Commission's jurisdiction with respect to its prices and terms of electric service to retail customers in Wyoming. The Company provides retail electric service to over 142,000 customers and has approximately 1,000 employees in Wyoming. The Company's principal place of business in Wyoming is 2840 East Yellowstone Highway, Casper, Wyoming, 82602.

3. Formal correspondence and requests for additional information regarding this Application should be addressed to:

By email (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)  
[michael.snow@pacificorp.com](mailto:michael.snow@pacificorp.com)  
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By regular mail: Data Request Response Center  
PacifiCorp  
825 NE Multnomah, Suite 2000  
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With copies to: Michael S. Snow  
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Email: [daniel.teimouri@pacificorp.com](mailto:daniel.teimouri@pacificorp.com)

Informal questions related to this Application may be directed to Michael Snow at (801) 220-4214.

## BACKGROUND

4. On February 23, 2023, the Company filed its 2024-2026 Three-Year Demand Side Management (“DSM”) Plan in Docket No. 20000-632-ET-23. The Commission approved the Company’s 2024-2026 Three-Year DSM Plan in its order issued December 22, 2023 (“2023 Order”), with the exclusion of the Company’s then proposed C&I DR Program, previously referred to as the Custom Wattsmart Demand Response Program.<sup>1</sup> The Commission invited the Company to refile the C&I DR Program with a different proposed recovery method.<sup>2</sup> The Company filed this Application pursuant to the Commission’s invitation.

5. The 2023 Order also specified that “The Company shall, upon completion of the pending general rate case and ECAM proceedings, file updated rates intended to recover the budgets associated with the approved offerings.”<sup>3</sup>

6. On January 2, 2024, the Commission issued an order in the general rate case proceeding, Docket No. 20000-633-ER-23, Record No. 17252. On December 19, 2023, during public deliberations, the Commission issued a final decision in the Energy Cost Adjustment Mechanism (“ECAM”) proceeding, Docket No. 20000-642-EM-23, Record No. 17279.

7. With the completion of the general rate case and ECAM proceedings as referenced above, the Company submitted an application to adjust Schedule 191 rates in compliance with the Commission’s 2023 Order on February 2, 2024, in Docket No.

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<sup>1</sup> *In re the Application of Rocky Mountain Power for Approval of a 3-Year Demand Side Management Plan, Memorandum Opinion, Findings of Facts, Decision, and Order*, Docket No. 20000-632-ET-23, Record No. 17244 at page 9, ¶ 3 (Dec. 22, 2023).

<sup>2</sup> *Id.* at page 9, ¶ 4.

<sup>3</sup> *Id.* at page 8, ¶ 50.

20000-658-ET-24. The Commission approved the Company's application to adjust Schedule 191 rates in its Order issued May 16, 2024.

## **DEMAND RESPONSE PILOT PROGRAM**

### **C&I DR Program Overview**

8. The Company proposes to implement a new C&I DR Pilot Program for large commercial and industrial customers who are served by the Company in the state of Wyoming taking service under Schedules 33, 46, and 48T ("Category 3"). The C&I DR Program is designed to provide financial incentives to customers who curtail or reduce load during Company-initiated events. The C&I DR Program may be utilized to provide peak load reduction, contingency reserves, frequency response, and other grid services to assist with effectively managing the overall electric grid. The initial C&I DR Program design will work with Category 3 customers with curtailable loads greater than 500 kilowatts ("kW") that can be curtailed with no advance notice or limited advance notice. An automated dispatch without advanced notice and a total response time within 50 seconds is considered a real-time event, and a dispatch event with an advanced notice and response within seven minutes is considered an advanced notice event. Company representatives and its consultants will meet with Category 3 customers to identify opportunities for participation. The Company and its consultant will develop a custom site-specific demand response strategy for each participating customer and their facility.

### **C&I DR Program Design and Customer Participation**

9. Advance notice curtailment events will elicit participation from a broad range of large commercial and industrial customers through manual and automated curtailment. Manual curtailment requires onsite staff to take manual action at the time an event is called.

For customers participating through manual curtailment, additional onsite event notification equipment such as strobe lights and/or sirens could be employed to alert staff of demand response events in addition to traditional notification methods such as email, text messages, and automated phone calls. For customers that participate with some level of automation, remotely controlled relays may be installed on equipment with custom scripts for building management and/or automation systems, and back-up generators or battery storage systems. Advance notice curtailment events are typically used to manage the grid for short events to stabilize the overall system. Table 1 provides a list of typical participating industries, examples of participating equipment, and curtailment actions.

**Table 1 – Advanced Notice Participation Examples**

Industry	Response Type	Example Energy Reduction Action
Colleges and Universities	Manual Curtailment	Increase the set point on central plant chiller thermostat and related air handlers
Concrete, Glass, and Building Materials	Manual Curtailment	Shut down asphalt plants
Data Center/Server Farm	Automated	Switch on uninterruptible power supply system
Farming and Ranching	Manual Curtailment	Manually shut down the following equipment by starting time of dispatch: Extruder, HIP shut off, Oscillator, Negative Air Fan, Airlock, 150 HP Compressor, MUA units, Primary grinding
Food and Beverage Product Manufacturing and Packaging	Manual Curtailment	Manually shut down the following equipment by starting time of dispatch: Keg Line, Keg Storage Cooling Unit, Bottle Line, HVAC systems, Brewing Cellars, NH <sub>3</sub> Compressors and Condenser Fan Units, Packaging Lighting, Fermenting Centrifuges, DE Filter switched to recirculation mode, Chip Washing, Grain Handling System, DCW System, Glycol System to Fermenters, and CO <sub>2</sub> Collection System
Grocery and Food Wholesalers	Automated	Shut down milling operation through building automation system
Hospitals	Automated	Automatic transfer of load to back-up generators
Wastewater and Water Treatment	Automated	Automatic transfer of load to back-up generators
Metal Manufacturing	Manual	Shut down electric arc furnace
Mining and Quarrying	Manual	Shut down crushers, lime plant, and additional processing equipment (conveyors)
Refrigerated Storage	Automated	Automatically curtail the following compressors and freezers: Comp 5 - 200hp, Comp 6 - 200hp, Comp 7 - 200hp, Comp 8 - 300hp, Comp 9 - 350hp, Comp 10 - 75hp, Comp 11 - 150hp, 130-ton blast freezers
Wholesale and Distributors Other	Automated	Remotely toggle CIMCO Refrigeration System to shut down

10. Customer participation in the real-time offering will occur through automated signals from PacifiCorp’s Energy Management System to load control devices installed on customer equipment. Other technology options may include installing Under Frequency Relays (“UFRs”) that trip facility machinery and equipment off when the relay senses deviation in frequency below a preset level. In some cases, UFRs can be connected to uninterruptible power supply systems to accommodate site-level load during low frequency events. Table 2 provides a list of typical participating industries, examples of participating equipment, and curtailment actions.

**Table 2 – Real-Time Industry Participation Examples**

Industry	Response Type	Example Energy Reduction Action
Chemicals and Petrochemicals	Automated UFR	Air Separation Plant Liquefier breakers
Concrete, Glass, and Building Materials	Automated UFR	Feeder and crusher breakers
Farming and Ranching	Automated UFR	Main breakers for processing operations
Food and Beverage Product Manufacturing and Packaging	Automated UFR	Main distillery breaker
Mining and Quarrying	Automated UFR	Main terminal pump station (oil) breaker
Refrigerated Storage	Automated UFR	Breakers for refrigeration systems, evaporator fan motors, evaporator condensers, high side compressors, booster compressors, glycol pumps, and ultra-low temperature pumps

### **Customer Program Incentives**

11. Participating customers will be compensated annually based on the verifiable load that is available for dispatch throughout the year. Participation will be voluntary, and customers may also choose to opt-out of events. Customers who end their participation early or opt-out of specific events will receive a pro-rated incentive. Table 3 includes the maximum “up to” incentive levels for participating in real-time and advanced notice events.



**Table 3 – C&I DR Program Incentives**

<b>Demand Response Program</b>	<b>Participating Equipment</b>	<b>Maximum incentive “up to”</b>
Real Time Option	Commercial and Industrial Custom	\$125/kW
Advance Notice Option		
Real Time & Advance Notice Option	Commercial and Industrial Custom	\$190/kW

12. The initially offered amounts for real-time and advance notice individual incentives will be set at \$100/kW, and \$175/kW if customer equipment is able to participate in both options. Customer incentives are calculated based on available kW load during a program year and adjusted by capacity factor (*i.e.*, percentage of year load was available) and event performance percentage. For example, if a customer had 1 megawatt (“MW”) of load on eligible equipment enrolled with a 50 percent capacity factor for the advance notice program, and the customer participated in 75 percent of the called events, the customer would receive a \$37,500 incentive  $((1,000 \text{ kW} \times \$100) \times 50\% \times 75\% = \$37,500)$ . Program participants will have the opportunity to participate in the real-time option, the advance notice option, or both. Offered incentives may be adjusted at or below the approved maximum amounts with a minimum 30 days’ notice prominently displayed on the Company’s website.

### **C&I DR Program Projected Participation and Costs**

13. In alignment with the 2023 Integrated Resource Plan’s (“IRP”) Preferred Portfolio,<sup>4</sup> the C&I DR Program is forecast to achieve approximately 53.3 MW of curtailable demand response by 2029. Table 4 provides a breakdown of estimated C&I DR Program costs for 2025 through 2029, and Table 5 provides a five-year outlook of estimated participation. As discussed in the Overview section above, the Company will initially work with Category 3

<sup>4</sup> 2023 IRP Data Disk Excel document titled: “P)-LT-13338-23I.LT.Reliable.20.PA1-.EP.MM.PP-D3 29 v109.9.xlsb,” available on the Company’s website at the following URL: [https://www.pacificorp.com/content/dam/pcorp/documents/en/pacificorp/energy/integrated-resource-plan/2023-irp/2023-irp-support-studies/2023\\_IRP\\_May\\_31\\_Data\\_Disk\\_Public.zip](https://www.pacificorp.com/content/dam/pcorp/documents/en/pacificorp/energy/integrated-resource-plan/2023-irp/2023-irp-support-studies/2023_IRP_May_31_Data_Disk_Public.zip)

customers with curtailable loads greater than 500 kW that can be curtailed with limited or no advanced notice. The Company will meet with Category 3 customers to identify opportunities for participation and will develop custom, site-specific demand response strategies for each participating customer and their facility.

**Table 4 – Estimated C&I DR Program Costs**

Cost Category	2025	2026	2027	2028	2029	Total
Program Administration	\$ 50,000	\$ 50,000	\$ 95,000	\$ 100,000	\$ 105,000	\$ 400,000
Customer Incentives	\$ 1,199,375	\$ 2,897,500	\$ 3,051,875	\$ 6,210,625	\$ 6,329,375	\$ 19,688,750
<b>Total Program Costs</b>	<b>\$ 1,249,375</b>	<b>\$ 2,947,500</b>	<b>\$ 3,146,875</b>	<b>\$ 6,310,625</b>	<b>\$ 6,434,375</b>	<b>\$ 20,088,750</b>

**Table 5 – Estimated Five-Year C&I DR Program Participation**

End of Year	Estimated Customer Participation (Cumulative)	Estimated MW (Cumulative)
2025	3	10.1
2026	7	14.3
2027	11	25.7
2028	18	52.3
2029	25	53.3

### **C&I DR Program Dispatch Parameters**

14. The Company shall have the right to dispatch the C&I DR Program based on the criteria in Table 6.

**Table 6 – C&I DR Program Dispatch Parameters**

Dispatch Period	Real-Time Program	Advance Notice Program
Dispatch Period	January 1 through December 31	January 1 through December 31
Available Dispatch Hours	12:00am to 11:59pm MDT	12:00am to 11:59pm MDT
Maximum Dispatch Hours	five hours	65 hours
Dispatch Days	Monday – Sunday	Monday – Sunday
Dispatch Duration	three minutes to seven minutes	five minutes to four hours per day

### **C&I DR Program Tariff**

15. The Company requests approval of Schedule 114, Demand Response Pilot Program. Due to a lack of interest and participation, the Company proposes to cancel Schedule 30. Included as Exhibit 2.1 to the direct testimony of Company witness Clay H. Monroe, are

canceled tariff sheets for Schedule 30. Included as Exhibit 2.2 to the direct testimony of Mr. Monroe is a proposed Electric Service Schedule 114, Demand Response Pilot Program, to serve as a new tariff for the C&I DR Program. Schedule 114 includes pertinent details about the C&I DR Program, including applicability, dispatch parameters, and maximum incentive amounts. If approved, the Company will make adjustments to the C&I DR Program as necessary during the pilot period to administer a cost-effective program and to manage the program within the approved targets and budget. Any changes to the approved tariff schedule will require Commission approval.

### **C&I DR PROGRAM SURCHARGE ANALYSIS**

16. Exhibit 2.3 to the direct testimony of Mr. Monroe provides redlines and a proposed rate for demand response in Schedule 191, and pricing summary sheets, which will serve as the recovery mechanism for the C&I DR Program. Exhibit 2.4 to the direct testimony of Mr. Monroe provides the estimated effect of the proposed Schedule 191 prices on annual revenues. Revenues collected through the Schedule 191 Demand Response rate will recover costs incurred for the C&I DR Program. The Demand Response rate within Schedule 191 will be applicable to customers taking service under Electric Service Schedules 2 and 19 (“Category 1”), Schedules 25, 28, 29, 40, and all lighting Schedules (“Category 2”), and Category 3 Schedules 33, 46, and 48T. While only Category 3 customers will be eligible to participate in the C&I DR Program, the Schedule 191 Demand Response rate will be applicable to Category 1, 2, and 3 customers, because the C&I DR Program will provide system benefits to all customers.

17. Exhibit 2.5 to the direct testimony of Mr. Monroe is a balancing account analysis reflecting forecast balancing account results through December 2029 for the C&I DR

Program utilizing a proposed rate of 0.69 percent for Category 1, 2, and 3 schedules, and the costs in Table 4 above. In the Exhibit 2.5 scenario, the 0.69 rate is forecast to collect approximately \$19.4 million through December 2029. Table 7 includes data from Exhibit 2.5 showing the balance at the end of each year during the five-year pilot period using the proposed rate.

**Table 7 – Forecast Balances at Proposed Rate**

<b>Month/Year</b>	<b>Forecast Balances at Proposed 0.69% Rate</b>
December 2025	\$(1,542,354)
December 2026	\$(2,923,977)
December 2027	\$(4,170,658)
December 2028	\$(2,264,465)
December 2029	\$(79,848)

18. The Company does not intend to adjust the surcharge rate beyond what has been proposed in this Application during the five-year pilot period, however, the Company will provide periodic reports, as further described below, and will also conduct ongoing surcharge analyses to ensure the Schedule 191 Demand Response rate remains in alignment with the C&I DR Program targets. It should also be noted that the rate proposed in this Application utilizes forecast revenues from existing general rates. Future general rate case outcomes may be impactful enough to necessitate adjustments to the Schedule 191 Demand Response rate during the five-year pilot period to keep collections in alignment with revenues. If it becomes necessary to adjust the Schedule 191 Demand Response rate at any time during the five-year pilot period, the Company will collaborate with stakeholders and file for Commission approval of any adjustments including the details causing their necessity.

## **C&I DR PROGRAM REPORTING**

19. The Company currently provides an annual report on its DSM programs on or about July 1st of each year, and quarterly reports on the DSM balancing accounts within 45 days after the end of each quarter. The Company proposes to incorporate an annual report and quarterly balancing account reports for the C&I DR Program within the pre-existing DSM reporting, with a similar level of detail.

## **C&I DR PROGRAM BENEFITS**

20. Demand Response programs provide several benefits to customers. In particular:

- Communities enjoy reliable, low-cost electricity as Demand Response offsets the Company's need to build new power plants to meet peak demand.
- Demand Response programs increase grid reliability by giving network operators the tools to schedule usage and avoid the risk of unexpected surges in demand that can cause power outages.

The Company believes its C&I DR Program is just, reasonable, and in the public interest. Without demand response programs in place, energy costs would increase, and the grid would be less reliable. Demand response programs are a necessary part of balancing cost, risk, uncertainty, supply reliability/deliverability, and public policy goals. The proposed C&I DR Program will help ensure the Company continues to provide reliable, reasonably priced service to its customers.

## **COST EFFECTIVENESS**

21. Program cost effectiveness is analyzed and performed using a Company-specific modeling tool, created by a third-party consultant. The tool is designed to incorporate PacifiCorp data and values such as avoided costs, and generally follows the methodology specified in California's Standard Practice Manual. The analysis assesses the costs and benefits

of DSM resource programs from different stakeholder perspectives, including participants and non-participants, based on four tests described in the Standard Practice Manual (TRC, UCT, PCT, and RIM) as well as an additional fifth test, PTRC. Each of the cost effectiveness tests for the Company's programs are outlined below:

- **Total Resource Cost Test** ("TRC") considers the benefits and costs from the perspective of all utility customers, comparing the total costs and benefits from both the utility and utility customer perspectives.
- **PacifiCorp Total Resource Cost Test** ("PTRC") is the total resource cost test with an additional 10 percent added to the net benefit side of the benefit/cost formula to account for non-quantified environmental and non-energy benefits of conservation resources over supply side alternatives.
- **Utility Cost Test** ("UCT"), also called the program administrator cost test, provides a benefit to cost perspective from the utility only. The test compares the total utility cost incurred to the benefit/value of the energy and capacity saved and contains no customer costs or benefits in calculation of the ratio.
- **Participant Cost Test** ("PCT") compares the portion of the resource paid directly by participants to the savings realized by the participants.
- **Ratepayer Impact Cost Test** ("RIM") examines the impact of energy efficiency expenditures on non-participating ratepayers overall. Unlike supply-side investments, energy efficiency programs reduce energy sales. Reduced sales typically lower revenue requirements while putting near-term upward pressure on the rates remaining with fixed costs spread over fewer kilowatt-hours.

Cost effectiveness is tested using the decrement values from the IRP for all measure categories.

The Company's approach to determining an avoided cost is to compare the system cost of the preferred portfolio, with and without DSM, where the cost difference is the value of the "decrement" or system-wide DSM savings. Risk reduction and Transmission & Distribution ("T&D") adders are then added to this decrement value to determine the total avoided cost. Essentially, an avoided cost is equal to the Decrement Value + Risk Reduction adder + T&D adder.

22. Confidential Exhibit 2.6 to the direct testimony of Mr. Monroe is a cost effectiveness analysis of the C&I DR Program based on the costs provided in this Application. Avoided cost values for demand response programs are considered confidential, the details of which are provided in Confidential Exhibit 2.6. Accordingly, a “Pass” designation has been given to demand response rows in Table 8, which represents a benefit to cost ratio of 1.0 or better. Due to the nature of demand response, and consistent with the cost effectiveness methodology for other demand response programs, the PCT is not applicable. The C&I DR Program is expected to be cost effective under the other benefit/cost tests.

**Table 8 – C&I DR Program Benefit/Cost Ratios 2025-2029**

<b>Benefit/Cost Test</b>	<b>Benefit/Cost Ratio</b>
PTRC + Conservation Adder	Pass
TRC No Adder	Pass
UCT	Pass
RIM”	Pass
PCT	N/A

#### **WITNESSES – PREFILED TESTIMONY AND EXHIBITS**

23. This Application is supported by the pre-filed written direct testimony and exhibits of the following witness provided as attachments to the Application:

- **Clay H. Monroe**, Managing Director of Customer Solutions, provides an overview of the Company’s proposed C&I DR Program and Schedule 191 Demand Response surcharge analysis.

#### **PETITION FOR CONFIDENTIAL TREATMENT AND PROTECTIVE ORDER**

24. Consistent with past practices, the Company is filing a Petition for Confidential Treatment and a draft Protective Order concurrently with this Application. The Company has

included these documents in both written and electronic format to help facilitate the timely and efficient development of this case, and for the convenience of the Commission.

### CONCLUSION

25. The Company believes that authorization of the proposed C&I DR Program and Schedule 114 tariff, the proposed Demand Response rate in Schedule 191, and cancelation of Schedule 30 as requested in this Application is in the public interest and will result in just and reasonable rates. The Company requests that the Commission authorize the C&I DR Pilot Program for the 2025-2029 period, as well as the adjustments to Schedules 30, 114, and 191 as described in this Application, effective May 1, 2025.

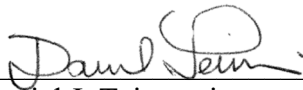
WHEREFORE, by this Application, the Company respectfully requests that the Commission:

- 1) Authorize the Commercial and Industrial Demand Response Pilot Program and associated Schedule 114 tariff, as provided herein, and cancelation of Schedule 30, effective May 1, 2025; and
- 2) Authorize the proposed redlines to Electric Service Schedule 191, including a new Demand Response surcharge rate of 0.69 percent, as provided in Exhibit 2.3, effective May 1, 2025.

DATED this 8th day of July, 2024.

Respectfully submitted,

ROCKY MOUNTAIN POWER

  
\_\_\_\_\_  
Daniel J. Teimouri

*Attorney for Rocky Mountain Power*





the Commission Rules, a proposed Protective Order, attached hereto, with the appropriate form to be signed by parties who wish to use information that is designated, and approved by the Commission to be treated, as “confidential,” including confidential information that is subsequently designated as “confidential” during the course of the above-captioned case.

### **Support for Confidentiality Designation**

1. The testimony and exhibits of Company witness Clay H. Monroe filed with the Application contains confidential information, including pricing and other terms that could be misappropriated by parties for their commercial benefit and to the Company’s and its customers’ detriment if not treated as confidential pursuant to the Commission’s protective order.

2. Wyo. Stat. § 16-4-203 provides for the right of inspection, grounds for denial, access of news media, and orders permitting or restricting disclosure exceptions. This statute provides the legal basis for protection from disclosure of confidential information submitted by a party to a governmental agency (“Custodian”). Wyo. Stat. § 16-4-203(d)(v) identifies categories of records that are exempt from public disclosure: “[t]rade secrets, privileged information and confidential commercial, financial, geological or geophysical data furnished by or obtained from any person.”

3. The Commission’s Rules also provide for the protection of confidential data submitted to the Commission. Chapter 2, Section 30(a) of the Commission’s Rules provides as follows:

Upon petition, and for good cause shown, the Commission shall deem confidential any information filed with the Commission or in the custody of the Commission or staff which is shown to be of the nature described in [Wyo. Stat.] § 16-4-203(a), (b),

(d) or (g). All information for which confidential treatment is requested shall be treated as confidential until the Commission rules whether, and to what extent, the information shall be given confidential treatment.

The information contained in designated testimony and exhibits is confidential commercial and financial data, which fits squarely within the protection provided under Chapter 2, Section 30.

4. Accordingly, the Company has designated portions of testimony and exhibits identified above as “confidential” and respectfully requests that the Commission approve such designation.

WHEREFORE, the Company respectfully requests the following:

1. That the Commission approve the Company’s Petition.
2. That the Commission designate the indicated portions of testimony and/or exhibits of Company witness Clay H. Monroe as “confidential” and provide that the use of such confidential information must be made pursuant to the protective order.
3. That the Commission issue a protective order in substantially the same form as the proposed protective order attached hereto.

DATED this 8<sup>th</sup> day of July, 2024.

Respectfully submitted,

ROCKY MOUNTAIN POWER

A handwritten signature in dark ink, appearing to read "Daniel Teimouri", is written over a horizontal line.

Daniel J. Teimouri

*Attorney for Rocky Mountain Power*

WYOMING PUBLIC SERVICE COMMISSION

**IN THE MATTER OF THE APPLICATION OF  
ROCKY MOUNTAIN POWER FOR APPROVAL  
OF A FIVE-YEAR COMMERCIAL AND  
INDUSTRIAL DEMAND RESPONSE PILOT  
PROGRAM AND RECOVERY MECHANISM**

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) Docket No. 20000-\_\_\_\_-ET-24  
) Record No. \_\_\_\_\_  
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PROTECTIVE ORDER  
(Issued July \_\_, 2024)

This matter is before the Wyoming Public Service Commission (“Commission”) upon *Petition for Confidential Treatment and Protective Order* (“*Petition*”) of Rocky Mountain Power (or the “Company”) in the above-captioned matter. The Commission, having reviewed the *Petition*, Rocky Mountain Power’s application, its files regarding Rocky Mountain Power, applicable Wyoming utility law, and otherwise being fully advised in the premises, FINDS and CONCLUDES:

1. Rocky Mountain Power is a public utility as defined by Wyoming Statute (“Wyo. Stat.”) § 37-1-101(a)(vi)(C) and, as such, is subject to the Commission’s jurisdiction under Wyo. Stat. § 37-2-112.

2. On July \_\_, 2024, Rocky Mountain Power filed a *Petition for Confidential Treatment and Protective Order*, in support whereof it alleged that certain testimony and exhibits in this matter contain confidential information and that parties to this matter might, during discovery, seek the production of trade secrets, commercially sensitive or confidential business information, or information that is otherwise so sensitive in nature that disclosure would jeopardize the interests of the party that has been requested to disclose the information, and the unlimited disclosure of which could result in economic harm to the disclosing party. The Company also asserted that a protective order would facilitate a full and timely review of the above-captioned application.

3. Rocky Mountain’s *Petition* was heard by the Commission pursuant to due notice at its open meeting of July \_\_, 2024. Commission Staff recommended the Commission

approve Rocky Mountain Power's *Petition* as being generally compliant with Chapter 2, Rule 30 of the Commission's Rules.

4. The Commission finds there exists a potential body of information which is of such a sensitive nature that its unlimited disclosure could result in economic harm to Rocky Mountain Power or another disclosing party but which should be shared with the parties to this proceeding. The Commission finds and concludes that Rocky Mountain Power has supported its request for confidential treatment of such documents and information under Chapter 2, Rule 30 of the Commission's Rules. The Commission also finds and concludes that the Commission's standard form of protective order should be used in this proceeding, there having been no request by Rocky Mountain Power for any modification of its terms. It serves the public interest by providing as a useful and efficient method of dealing with confidential information in this case. The Commission concludes that a *Protective Order* in this case should be issued.

IT IS THEREFORE ORDERED THAT:

1. Pursuant to open meeting action taken on July \_\_, 2024, Rocky Mountain Power's *Petition for Confidential Treatment and Protective Order* is granted.

2. The confidential information in this proceeding shall be dealt with according to the terms of the ensuing paragraphs 3 through 16, and the safeguards of this *Protective Order* shall apply generally in this proceeding.

3. The parties to this proceeding shall allow each of the authorized parties, under Chapter 2, Rule 30 of the Commission's Rules and the terms of this *Protective Order*, to have access to and to review data and information claimed by each to be of a confidential nature. The parties have designated or may in the future designate documents filed with the Commission or produced in discovery as confidential for the reason that such documents contain confidential information, trade secrets, proprietary information, or commercially sensitive information.

4. Definitions. For purposes of this *Protective Order*, the following terms shall mean:

a. "Document" or "Documents" shall mean and include all written, recorded or electronic graphic matter of any kind or nature whatsoever within the meaning of Rule 34(a) Wyoming Rules of Civil Procedure ("WRCP"), or Rule 1001 Wyoming Rules of Evidence ("WRE"), 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, and shall include computer software, computer models and information generated by computer software and models. The reference to Rule 1001 WRE is for definitional purposes only and is not

intended to suggest that the WRE are applicable to Commission proceedings. Further the reference to WRCP is not intended to suggest that any of the WRCP are applicable to Commission proceedings, except those specifically made applicable to Commission proceedings by the Wyoming Administrative Procedure Act.

b. “Confidential Information” shall mean and include any Documents and all contents thereof which are marked “CONFIDENTIAL” by the party producing the information (“Producing Party”), including information prepared, presented, typed or copied on yellow paper.

c. “Authorized Person(s)” shall mean and be limited to the employees, attorneys and expert witnesses or consultants of the party receiving the information (“Receiving Party”) who are necessary to assist counsel in preparation for the proceedings in this docket. “Authorized Person(s)” shall not include individuals responsible for marketing or other competitive activities or who could use the information in the normal course of their employment to the competitive disadvantage of the Producing Party, except upon prior approval of the Commission. No person, with the exception of the Commissioners, members of the Commission Staff and the Wyoming Office of Consumer Advocate, shall be considered an Authorized Person under this *Protective Order* unless such person is qualified as such under paragraph 5 below.

d. “Authorized Use” shall mean and be limited to use only for purposes of this docket in addressing the issues arising in this proceeding over which the Commission has jurisdiction.

e. “Disclose”, “make disclosure of”, or “disclosure” shall mean and include the dissemination to any person, firm, corporation or other entity of the contents of a Document, whether that dissemination is by means of the transmittal or transfer of the original or a copy of that document or any verbal or other dissemination of the contents of the Document.

5. Restrictions on Disclosure of Confidential Information. All Confidential Information and the disclosure thereof shall be subject to the following restrictions:

a. A Producing Party or Receiving Party may submit Confidential Information to the Commission, the Commission Staff, and the staff of the Wyoming Office of Consumer Advocate for the purposes of this proceeding, provided that the information is submitted, identified and maintained as Confidential Information subject to Chapter 2, Rule 30 of the Commission’s Rules. Other than the disclosures described in the previous sentence, the Receiving Party shall not disclose any Confidential Information to anyone other than its Authorized Person(s) for the sole purpose of the Receiving Party’s review and analysis of this filing.

b. Whether Confidential Information has been produced in hard copy or in some other form, the Receiving Party shall make no copies or reproductions of any kind or nature whatsoever of the Confidential Information so supplied, except that copies or reproductions may be made when necessary for use by Authorized Persons in preparation for the proceedings herein or the presentation of the party's case.

c. The foregoing notwithstanding and with the exception of the Commission, Commission Staff, and the staff of the Wyoming Office of Consumer Advocate, the Receiving Party may not receive Confidential Information until he or she has signed a Nondisclosure Agreement in the form attached hereto, marked as "Exhibit A" and incorporated herein by reference. Upon execution of "Exhibit A", the signed original shall be furnished to counsel of record for the Producing Party and copies thereof shall be filed with the Commission. Furthermore, a Receiving Party may not disclose Confidential Information to an Authorized Person unless, prior to the disclosure of such Confidential Information, the Authorized Person has signed and furnished an "Exhibit A" Nondisclosure Agreement as required above.

d. Counsel for the Receiving Party shall be responsible for designating Authorized Persons to whom disclosure of Confidential Information is deemed necessary to assist counsel in the preparation for proceedings in this docket. The names of Authorized Persons shall be provided to the Producing Party at least five (5) business days prior to any disclosure to enable the Producing Party to challenge the right of an individual to review Confidential Information for any reason prior to disclosure to that individual, unless the Producing Party waives this right. In the event the Parties cannot resolve a challenge between themselves, the challenge will be resolved by the Commission. During the pendency of the challenge, no disclosure shall be made to the individual in question and the Commission shall retain its specific authority to extend or adjust deadlines as, in its opinion, justice may require due to delays caused by the exercise of rights under this provision or otherwise.

6. Protective measures for Highly Sensitive Confidential Information. A Producing Party may claim that additional protective measures, beyond those otherwise required under this *Protective Order*, are warranted for certain Confidential Information referred to as Highly Sensitive Confidential Information. A Producing Party making such a claim shall identify such Highly Sensitive Confidential Information and shall inform the Receiving Party of its claimed highly sensitive nature as soon as possible.

a. General procedure. As to documents designated as Highly Sensitive Confidential Information, the Producing Party shall have the right, at its option, not to provide copies thereof to other parties, their counsel, experts, or other representatives. In the event a Producing Party does not provide copies of Highly Sensitive Confidential Information, such

Highly Sensitive Confidential Information, if discoverable, may be made available for inspection and review by counsel or experts for the Receiving Party at a mutually agreed upon place and time. Inspection may occur at all times during normal business hours upon request made not later than fifteen (15) business days before inspection is to occur, and within such time as is allowed by the Commission under its Rules or the WRCP applicable to responses to discovery requests under the Wyoming Administrative Procedure Act. Failure of the Producing Party to make information available for inspection at the agreed place after timely request has been made shall constitute a waiver of the restrictions contained in this subparagraph and the Receiving Party may demand and shall be provided a copy of the information, subject to Chapter 2, Rule 30 of the Commission's Rules and the other terms of this *Protective Order*. Where copies are not provided, counsel and experts reviewing the Highly Sensitive Confidential Information may make notes regarding the highly sensitive Confidential Information for reference purposes only. Such notes shall not consist of a verbatim or substantive transcript of the highly sensitive Confidential Information and shall be themselves Confidential Information subject to Chapter 2, Rule 30 of the Commission's Rules and the terms of this *Protective Order*.

b. Additional protection. In the event that any party believes a different level of protection than that provided for above in this paragraph is appropriate for any Highly Sensitive Confidential Information, the parties shall first attempt to reach agreement on the appropriate level of protection. If agreement cannot be reached, any party may request that the Commission resolve the disagreement. The concerned party may petition the Commission for an order granting additional protective measures which the petitioner believes are warranted for the claimed Highly Sensitive Confidential Information that is to be produced. The petition shall set forth the particular basis for: the claim, the specific additional protective measures requested, the need therefore, and the reasonableness of the requested additional protection. A party who would otherwise receive the documents and information under the terms of this *Protective Order* may respond to the petition and oppose or propose alternative protective measures to those requested by the provider of the claimed Highly Sensitive Confidential Information. In disputes brought to the Commission for resolution under this subparagraph, the petitioning party shall have the burden to prove that the additional protections it proposes should be approved.

7. Disputes in general. In the event the Receiving Party objects to the Producing Party's designation of a document or its contents as Confidential Information, the materials shall be treated as Confidential Information until a contrary ruling by the Commission, or, if appropriate, a court of competent jurisdiction. Prior to the time any objection to a designation of Confidential Information is brought before the Commission or, if appropriate, a court of competent jurisdiction, for resolution, the parties shall attempt to resolve the objection by agreement. If the parties are unable to reach an agreement, then either of them may bring the objection before the Commission or, if appropriate, a court of competent jurisdiction in accordance with the applicable rules of that



forum. In disputes brought to the Commission for resolution under this paragraph, the Producing Party shall have the burden under Chapter 2, Rule 30 of the Commission's Rules to prove that the protections it proposes should be approved. The parties recognize that the Commission has the authority to extend or adjust deadlines as, in its opinion, justice may require due to delays caused by the exercise of rights under this provision or otherwise. For purposes of resolving disputes concerning Highly Sensitive Confidential Information, references in this paragraph to Confidential Information shall include Highly Sensitive Confidential Information. All resolutions shall be made by order of the Commission.

8. General procedures for the use of Confidential Information.

a. Receipt into Evidence. Confidential Information may be received into evidence in this proceeding under seal. Unless the Commission requires or allows a different time period, at least ten (10) days prior to the use of, or substantive reference to any Confidential Information as evidence, the party intending to use such Confidential Information shall provide notice of that intention to the counsel for the Producing Party. The Requesting Party and the Producing Party shall make a good faith effort to reach an agreement so that the information can be used in a manner which will not reveal Confidential Information. If such efforts fail, the concerned parties shall within five (5) days, unless the Commission requires or allows a different time period, designate which portions, if any, of the documents to be offered, or referred to on the record contain Confidential Information. The portions of the documents so designated shall be placed in the sealed record. Only one (1) copy of documents designated by the Producing Party to be placed in the sealed record shall be made and only for that purpose. Any required additional copies of the record shall receive the same treatment. Otherwise, parties shall make only general references to Confidential Information in these proceedings, except as may be provided for in subparagraph c below. Notwithstanding the foregoing, the Commission may make and retain such copies of this Confidential Information as it sees fit for the efficient disposition of the proceeding.

b. Seal. While in the custody of the Commission or any member of its staff, these materials shall be marked "CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER IN DOCKET NO. 20000-\_\_\_\_\_", and shall be immediately entitled to be treated as Confidential Information under Chapter 2, Rule 30 of the Commission's Rules, pending any further order of the Commission.

c. In Camera Hearing. Any Confidential Information which must be orally disclosed by any person shall be part of the sealed record in this proceeding and shall be offered only in an *in camera* hearing, attended only by persons authorized to have access to the Confidential Information under Chapter 2, Rule 30 of the Commission's Rules and this *Protective Order*. Similarly, cross-examination on, or substantive references to, Confidential Information, as

well as that portion of the record containing references thereto, shall be marked and treated as provided herein.

d. Appeal. Sealed portions of the record in this proceeding may be forwarded to any court of competent jurisdiction on appeal in accordance with applicable rules and regulations, but under seal as designated herein, for the information and use of the court only.

e. Return. Unless otherwise ordered, Confidential Information, including transcripts of any depositions to which a claim of confidentiality is made, shall remain under seal, shall continue to be subject to the protection of Chapter 2, Rule 30 of the Commission's Rules and the requirements of this *Protective Order*, and shall, within 30 days after final settlement, or other conclusion of this matter, including any administrative or judicial review thereof, be either [i] returned to counsel for the Producing Party or [ii] destroyed by the Receiving Party. Compliance with this paragraph shall be evidenced by an affidavit of counsel for the Receiving Party in the form attached hereto as Exhibit B. The Commission may retain such Confidential Information as it deems necessary subject to Chapter 2, Rule 30 of the Commission's Rules. Counsel who are provided access to Confidential Information pursuant to the terms of this *Protective Order* may retain their notes, work papers or other documents that would be considered the attorneys' work product created with respect to their use and access to Confidential Information in this docket. An expert witness, accorded access to Confidential Information pursuant to this *Protective Order*, shall provide to counsel for the party on whose behalf the expert was retained or employed, the expert's notes, work papers or other documents pertaining or relating to any Confidential Information. Counsel shall retain these expert's documents with counsel's documents.

f. Redacted public versions of Confidential Information. It is the Commission's policy that its proceedings be as open and transparent as possible, so members of the public may have the greatest possible access to and understanding thereof. Therefore, whenever only a portion of a Document is considered Confidential Information hereunder, the confidential portion shall be clearly identified and treated as such in accordance with this *Protective Order*. However, the Producing Party shall restrict its designation of confidential status to the end that as much of the Document as possible shall remain nonconfidential and open to public inspection. When a Producing Party submits such a partially confidential Document, it shall simultaneously submit a redacted version thereof with the Confidential Information blacked out or otherwise rendered indecipherable. The identification of Confidential Information in any partially confidential Document shall be restricted to those portions thereof which are actually confidential (e.g., if only two pages of a Document contain Confidential Information, only those pages should be reproduced on yellow paper). The public redacted version of any such document shall be clearly marked on its face "Redacted Nonconfidential Public Version".

9. Use by Parties. Where reference to Confidential Information in the sealed record is required in pleadings, cross-examinations, briefs, argument, motions or otherwise, it shall be, to the extent possible, only by citation or title, or exhibit number, or by some other non-confidential description. Any other use of, or substantive references to, Confidential Information, shall be placed in a separate section of the pleading or brief and submitted to the Commission under seal, on yellow paper, and identified as provided for in paragraph 8b above. This sealed section shall be served only on counsel of record (one copy each), who have signed a Nondisclosure Agreement (Exhibit A). All the protections afforded by this *Protective Order*, the Commission's Rules and its orders with respect thereto shall apply to materials prepared and distributed under this paragraph.

10. Use in Decisions and Orders. The Commission will attempt to refer to Confidential Information in only a general or conclusory manner and will avoid reproduction in any decision of Confidential Information to the greatest possible extent. If the Commission deems it necessary to discuss Confidential Information specifically, it will treat the Confidential Information in a manner consistent with the treatment of Confidential Information in paragraph 9 above.

11. Removal of confidential status.

a. Voluntary disclosure. Nothing in this *Protective Order* shall preclude a Producing Party from using or disclosing any of its own Confidential Information for any purpose or to any person. If any information for which Confidential Information status is sought in this case has been previously filed by a party as public information with a court or any federal or state agency, the party seeking to have the designation continue to apply thereto shall petition the Commission for such a designation.

b. Petition for removal of confidential status. Any party at any time upon ten (10) days prior notice may seek by appropriate pleading to the Commission to have documents that have been designated as Confidential Information or Highly Sensitive Confidential Information, or which were accepted into the sealed record in accordance with this *Protective Order*, removed from the protective requirements of this *Protective Order*, or from the sealed record and placed in the public record. If the confidential nature of such information is challenged, the Commission will resolve the issue in an *in camera* hearing at which only those persons duly authorized hereunder to have access to such Confidential Information or Highly Sensitive Confidential Information shall be present. If the Commission finds that no party would be prejudiced thereby and the case continues to proceed in an orderly manner, it may provide in such order that its decision will not take effect for a period of ten (10) days or such other time period as may be deemed advisable by the Commission to protect the rights of parties to seek further relief and to provide for the efficient and orderly conduct of the case.

12. Limitations. Nothing in this *Protective Order* shall prohibit or limit any party as to any objections it may otherwise have to the disclosure of any Confidential Information to which this *Protective Order* applies.

13. Filing of Discovery Requests and Responses. In dealing with Confidential Information, the parties are reminded of Chapter 2, Section 17 of the Commission's Rules regarding discovery-related filings which states:

(a) The taking of depositions and discovery shall be in accordance with Wyoming Statute § 16-3-107(g).

(b) Unless the hearing officer or adjudicative agency orders otherwise, parties shall not file discovery requests, answers, and deposition notices with the hearing officer or adjudicative agency.

14. Protection to survive after end of proceeding. The provisions of this *Protective Order*, insofar as they restrict the disclosure and use of Confidential Information governed by this *Protective Order*, shall, without the written agreement of the parties or further order of the Commission, or if appropriate, a court of competent jurisdiction, continue to be binding after the conclusion of the case.

15. Commission authority retained. This *Protective Order* does not diminish or limit the Commission's authority to deal with Confidential Information in this case under applicable Wyoming laws and rules, including, without limitation, Chapter 2, Rule 30 of the Commission's Rules. Nothing in this *Protective Order* shall prevent a party from placing before the Commission its desire for relief with respect to any issue arising with regard to any information alleged to be covered by this *Protective Order*, including disputes arising in the event that information is not disclosed to a party under this *Protective Order*.

16. Commission jurisdiction not limited hereby. Nothing in this *Protective Order* shall be construed as limiting the Commission's jurisdiction in this case or the prerogatives of the Commission regarding the orderly governance and disposition of this case, the use and disposition of Confidential Information or its prerogatives to make and enter all orders it deems necessary in the public interest, giving careful regard to the interests of the parties and the commercially sensitive nature of the information involved.

17. This *Protective Order* is effective immediately.

MADE and ENTERED at Cheyenne, Wyoming, on July \_\_, 2024.

PUBLIC SERVICE COMMISSION OF WYOMING

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CHRISTOPHER PETRIE, Chairman

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MICHAEL M. ROBINSON, Deputy Chairman

(SEAL)

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MARY A. THRONE, Commissioner

Attest:

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**EXHIBIT A TO PROTECTIVE ORDER**

**NONDISCLOSURE AGREEMENT:**

IN THE MATTER OF THE APPLICATION OF ROCKY MOUNTAIN POWER FOR APPROVAL OF  
A FIVE-YEAR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE PILOT PROGRAM AND  
RECOVERY MECHANISM – DOCKET NO. 20000-\_\_\_\_\_

I hereby agree that I have been furnished a copy of and have read and understand the *Protective Order* issued by the Wyoming Public Service Commission in Docket No. 20000-\_\_\_\_\_ with respect to the review and use of Confidential Information. I understand the *Protective Order* and the definition of Confidential Information contained herein, and agree to comply with the terms and conditions of the *Protective Order* with respect to all Confidential Information covered thereby. I also have read, understand and agree to be bound by and to comply with Chapter 2, Rule 30 of the Commission's Rules, a copy of which is attached hereto.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Employer or Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Party With Whom Associated

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**ATTACHMENT TO EXHIBIT A -- NONDISCLOSURE AGREEMENT:**  
IN THE MATTER OF THE APPLICATION OF ROCKY MOUNTAIN POWER FOR APPROVAL OF  
A FIVE-YEAR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE PILOT PROGRAM AND  
RECOVERY MECHANISM – DOCKET NO. 20000-\_\_\_\_\_

Commission Rule Chapter 2, Rule 30: Confidentiality of Information.

(a) Upon application, and for good cause shown, the Commission shall deem confidential any information filed with the Commission or in the custody of the Commission or staff which is shown to be of such sensitive nature that disclosure of the information would jeopardize the interests of the person or entity filing the application. Such information shall not be disclosed by, or discussed by, the Commission or Commission staff with any other person or entity except upon written notice to the person or entity filing such application, affording that person or entity the right to a hearing prior to any such disclosure and an opportunity to be heard upon the reasons for maintaining the confidentiality of such information.

(b) Procedure for confidential treatment of information filed in Commission docketed cases initiated by a regulated utility.

(i) Any person or entity filing for confidential treatment of information (except as directed by the Commission in investigative and discovery matters) shall file a separate petition which must include the following information.

(A) The assigned Docket, if applicable.

(B) Title the filing as: Petition for Confidential Treatment of \_\_\_\_\_.

(C) The petition shall include numbered listings and explanations in adequate detail to support why confidentiality should be authorized for each item, category, page, document, or testimony. Each item, category, or page of proposed confidential information shall be attached to the Petition and numbered in the right hand margin so that numbering corresponds with the numbering and detailed explanation(s) in the Petition. If only part of a page, or intermittent parts of pages, are requested to be kept confidential, these should be set off by brackets identified with an item number or numbers. Each page containing information for which confidential treatment is requested shall be printed on yellow paper and marked or stamped at the top in capital letters: CONFIDENTIAL INFORMATION.

(D) The petition may request return or other final disposition of the information. The Commission may, as it sees fit, retain file copies of the information at the close of the case.

(ii) All information authorized to be filed under this rule, including information, testimony, or evidence permitted by the Commission to be taken in camera, shall be sealed and retained in secure areas of the Commission's offices. All information for which confidential treatment is requested shall be treated as confidential until the Commission rules whether, and to what extent, the information shall be given confidential treatment.

(iii) If the person or entity petitioning for confidential treatment of information intends that parties in a case may have access thereto upon signing a statement that the information shall be treated as confidential, the petitioner shall prepare a proposed order for the Commission's approval and signatures with an attached form to be signed by the parties and made part of the Commission's permanent file in that case.

(iv) Information in the Commission's confidential files shall be retained for the period of the time requested, returned, or destroyed, as determined by the Commission, unless otherwise requested by the petitioner and authorized by the Commission. On an appeal of a Commission final order, the confidential information or record shall be sealed and delivered to the court as a part of the record file pursuant to Wyo. Stat. 16-3-107, 16-3-114 and 16-3-115 of the Wyoming Administrative Procedure Act.

(c) Special procedure for confidential treatment of other.

(i) The Commission may require or authorize other persons or entities in discovery, investigation or other proceedings to file information, for which confidential treatment is requested, or to submit such information directly and exclusively to Commission staff or other persons or entities who have.

(ii) The Commission may require or authorize Commission staff and other persons or entities to enter into agreements to treat information as confidential. Any filing confidential information provided to Commission staff or other authorized person or entity, shall be treated as confidential unless otherwise ordered by the Commission.

(iii) Confidential information filed or submitted directly to Commission staff pursuant to this section shall be printed on yellow paper and accompanied by a cover letter, with an original and five copies to the Commission, which generally identifies that information in the filing or submission for which confidential treatment is requested. A person or entity seeking to introduce any confidential information filed or submitted pursuant to this section as evidence in a public hearing must first file a petition in the form and detail set forth in subsection (b) of this Rule. Any other person or entity seeking to introduce such confidential information as evidence shall obtain Commission approval before doing so, and shall observe all proceedings and employ such precautions as are necessary to preserve the confidentiality of such information.

(iv) The Commission may consider oral petitions for confidential treatment of information when the public interest requires.

(d) Procedural hearing on protests of confidential treatment of information.

(i) The Commission will set a hearing if any person or entity contests the Commission's authorization or denial of the confidential treatment of any information.

(e) Burden of Proof. The burden of proof is upon the person or entity seeking confidential treatment. The original supplier of information (if different than the person or entity petitioning for confidential treatment) may be directed by the Commission to share the burden of proof.

(f) Medical and financial records. The medical and financial records of any utility customer shall be treated as confidential under this rule except as otherwise directed by the Commission.



## **EXHIBIT B TO PROTECTIVE ORDER**

### **AFFIDAVIT OF COUNSEL:**

IN THE MATTER OF THE APPLICATION OF ROCKY MOUNTAIN POWER FOR APPROVAL OF A FIVE-YEAR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE PILOT PROGRAM AND RECOVERY MECHANISM – DOCKET NO. 20000-\_\_\_\_\_

[Counsel] being of lawful age and being first duly sworn, hereby deposes and says that:

Alternative ¶1 (to be used if documents returned). I have obtained the original copies of all Confidential Information provided to [Receiving Party] by [Producing Party] in the Wyoming Public Service Commission's proceedings in **Docket No. 20000-\_\_\_\_\_** concerning Rocky Mountain Power and all such documents are being returned to [Producing Party] together with this Affidavit. Furthermore, I have obtained all copies and reproductions of such Confidential Information known to me to exist in the custody or control of [Receiving Party], its employees, attorneys, experts, consultants and agents and all such documents are being returned to [Producing Party] together with this Affidavit.

Alternative ¶1 (to be used if documents destroyed). I have obtained the original copies of all Confidential Information provided to [Receiving Party] by [Producing Party] in the Wyoming Public Service Commission's proceedings in **Docket No. 20000-\_\_\_\_\_** concerning Rocky Mountain Power and all such documents have been destroyed. Furthermore, I have obtained all copies and reproductions of such Confidential Information known to me to exist in the custody or control of [Receiving Party], its employees, attorneys, experts, consultants and agents and all such documents have been destroyed.

2. I have made diligent inquiry of all persons known to me to have had access to the Confidential Information received from [Producing Party] in the captioned proceeding and have otherwise diligently endeavored to identify and locate all copies of such Confidential Information in the custody or control of [Receiving Party], its employees, attorneys, experts, consultants and agents. Other than myself, the employees' attorney, experts, consultants, and agents who have had access to the Confidential Information together with their current address are listed below.

[LIST PERSONS WHO HAVE HAD ACCESS.]

Alternative ¶3 (to be used if documents destroyed). I am not aware of the existence of any copies or reproductions of the Confidential Information provided to [Receiving Party] by [Producing Party] in the captioned proceeding that have not been destroyed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

STATE OF \_\_\_\_\_)  
 \_\_\_\_\_)SS  
 COUNTY OF \_\_\_\_\_)

Notary Public

My commission expires:\_\_\_\_\_.