

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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In the Matter of the Application  
of Rocky Mountain Power for Docket No. 15-035-61  
Approval of its Subscriber  
Solar Program (Schedule 73)

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HEARING PROCEEDINGS  
PRESIDING OFFICER MELANIE REIF  
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TAKEN AT: Public Service Commission  
Hearing Room 403  
160 East 300 South  
Salt Lake City, Utah

DATE: Wednesday, September 23, 2015

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REPORTED BY: Clark L. Edwards, CSR

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A P P E A R A N C E S

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1 P R O C E E D I N G S

2 THE HEARING OFFICER: We will be on the record.  
3 Good morning everyone. I'm Melanie Reif. I am the legal  
4 counsel and presiding officer for the Utah Public Service  
5 Commission. And this morning is the hearing in  
6 Docket 15-035-61.

7 This matter is entitled The Application of  
8 Rocky Mountain Power for Approval of its Subscriber Solar  
9 Program. And this morning we'll be hearing the  
10 settlement stipulation that was filed on the 21st of  
11 September. Let's start by taking appearances, please.

12 MS. HOGLE: Good morning. Yvonne Hogle on  
13 behalf of Rocky Mountain Power. And with me here today  
14 are both of our witnesses, Paul Clements, director of  
15 commercial services, and Mr. Lucky Morse, director of  
16 community affairs. Thank you.

17 MS. SCHMID: Good morning. Patricia E. Schmid  
18 with the Utah Attorney General's Office on behalf of the  
19 Division of Public Utilities.

20 With me today is the Division's witness  
21 Bob Davis who is the utility analyst with the Division.

22 THE HEARING OFFICER: Thank you.

23 MR. OLSEN: Rex Olson on behalf of the Office  
24 of Consumer Services. And with me today is our witness  
25 Cheryl Murray.

1 THE HEARING OFFICER: Okay. Is there any  
2 objection to me swearing everyone in at the same time?

3 MS. SCHMID: No objection.

4 MR. OLSEN: No objection.

5 MS. HOGLE: I don't have an objection.

6 THE HEARING OFFICER: Okay. So, would all  
7 of those who are planning to testify, please stand  
8 and raise your hand, please?

9 MS. DUTTON: Hi. I'm here -- good morning.  
10 I'm Meghan Dutton and I'm here with Utah Clean Energy.

11 THE HEARING OFFICER: Oh. I'm terribly sorry.

12 MS. DUTTON: That's okay. And I have with me  
13 Kate Bowman.

14 THE HEARING OFFICER: Okay.

15 MS. DUTTON: Thank you.

16 THE HEARING OFFICER: And will Ms. Bowman be  
17 testifying this morning?

18 MS. DUTTON: Yes. She's prepared a statement.

19 THE HEARING OFFICER: Okay. I'm terribly  
20 sorry. Please join the rest of them.

21 Okay. And for those of you standing who have  
22 just been identified as witnesses in this matter, do you  
23 swear that the testimony you will provide today will be  
24 the truth?

25 (All witnesses sworn)

1 THE HEARING OFFICER: Thank you. Ms. Hogle,  
2 this is your application. I'll let you proceed.

3 MS. HOGLE: Is it okay if we go off the record?  
4 I need to ask you a question.

5 THE HEARING OFFICER: Sure. Okay. We're off  
6 the record.

7 (Discussion off the record)

8 THE HEARING OFFICER: We'll be back on the  
9 record.

10 MS. HOGLE: The Company calls Mr. Lucky Morse.

11 LUCKY MORSE,

12 having first been duly sworn, was

13 examined and testified as follows:

14 DIRECT EXAMINATION

15 BY MS. HOGLE:

16 Q. Good morning, Mr. Morse. Can you please state  
17 and spell your name and position for the record?

18 A. Lucky Morse, L-u-c-k-y, M-o-r-s-e. I'm the  
19 director of customer and community management for  
20 Rocky Mountain Power.

21 Q. And in that capacity, did you prepare direct  
22 testimony and supporting exhibits in support of the  
23 Company's application?

24 A. Yes.

25 Q. And do you have any changes to that testimony

1 or exhibits today?

2 A. None except for those that are included in our  
3 stipulation statement, stipulation.

4 Q. Okay. So, if I were to ask you the questions  
5 therein again here today, your answers would be the same  
6 with the exception of the updates that are in the  
7 settlement agreement; is that correct?

8 A. Yes, that's correct.

9 MS. HOGLE: Okay. Your Honor, I move for the  
10 admission of the direct testimony and attached exhibits  
11 of Mr. Lucky Morse into the record.

12 THE HEARING OFFICER: Thank you.

13 Any objection?

14 MS. SCHMID: No.

15 MS. OLSEN: No.

16 THE HEARING OFFICER: So entered. Thank you.

17 (Direct Testimony of Mr. Lucky Morse and  
18 Attachments Admitted)

19 MS. HOGLE: Thank you, Mr. Morse.

20 THE HEARING OFFICER: May I ask him a question  
21 first?

22 MS. HOGLE: Oh, yes.

23 EXAMINATION

24 BY THE HEARING OFFICER:

25 Q. Good morning, Mr. Morse.

1 A. Hi.

2 Q. Thank you for being here. I have a question  
3 about your testimony as it relates to the stipulation.  
4 On page 105 of your testimony, you describe the sample  
5 bill. Do you recall that?

6 A. Yes.

7 Q. Okay. And do you know whether the settlement  
8 stipulation alters the sample billing that you describe  
9 in your testimony?

10 A. No.

11 Q. So, the sample bill is still valid with respect  
12 to the stipulation?

13 A. The sample bill that was provided was for  
14 residential customers and that would stay the same.

15 THE HEARING OFFICER: Okay. Thank you.  
16 Very good. Thank you, sir. You may be excused.

17 MS. HOGLE: The Company now calls  
18 Mr. Paul Clements.

19 PAUL H. CLEMENTS,  
20 having first been duly sworn, was  
21 examined and testified as follows:

22 DIRECT EXAMINATION

23 BY MS. HOGLE:

24 Q. Can you please state your name and position  
25 for the record?



1           A.    Yes.  My name is Paul H. Clements.  My current  
2   position is director of commercial services for  
3   Rocky Mountain Power.

4           **Q.    And in that capacity, did you prepare direct**  
5   **testimony and attached exhibits in support of the**  
6   **application?**

7           A.    Yes, I did.

8           **Q.    And do you have any changes to that testimony?**

9           A.    No changes other than items that have been  
10  changed by way of the settlement stipulation.

11          **Q.    So, if I were to ask you the same questions**  
12  **in the written testimony again here today subject to**  
13  **what you just stated, would your answers be the same?**

14          A.    Yes.

15          **Q.    Okay.  Did the Company also file response**  
16  **comments responding to the intervenor's comments --**

17          A.    Yes.

18          **Q.    -- made to the Company's application?**

19          A.    Yes.

20          **Q.    Okay.  And do you agree to adopt those**  
21  **responsive comments as your own here today?**

22          A.    Yes, I do.

23          **Q.    And so, if I ask you questions regarding the**  
24  **response comments, would your answers be the same?**

25          A.    Yes, they would.

1 MS. HOGLE: Okay. Your Honor, I move for the  
2 admission of the Company's testimony, specifically the  
3 direct testimony and attached exhibits of Mr. Paul  
4 Clements as well as the response comments into the  
5 record.

6 THE HEARING OFFICER: Any objection?

7 MS. SCHMID: No.

8 MS. OLSEN: No objection.

9 THE HEARING OFFICER: It will be received.

10 (Direct Testimony of Paul H. Clements  
11 and Attachments Admitted)

12 BY MS. HOGLE:

13 **Q. Okay. Mr. Clements do you have a summary for**  
14 **the Commission here today?**

15 A. Yes, I do. Good morning. I appreciate this  
16 opportunity to be before the Commission today and to  
17 present and introduce the Company's proposed Subscriber  
18 Solar Program. I intend to provide some brief comments  
19 that will review the history of events and the key  
20 elements of the stipulation entered into by the parties.

21 The parties that signed the stipulation are  
22 Rocky Mountain Power, Utah Division of Public Utilities,  
23 the Utah Office of Consumer Services, Utah Clean Energy,  
24 and Salt Lake City Corporation.

25 The Utah Association of Energy Users did not

1 sign the stipulation but they have authorized us to  
2 represent that they do not oppose the stipulation.

3 I will also reconfirm Rocky Mountain Power's  
4 support of this stipulation and the Company's belief  
5 that the stipulation's in the public interest.

6 **Q. Okay. Will you please recount the key events**  
7 **that led to the stipulation?**

8 A. Sure. I won't review the entire schedule for  
9 the docket as that is already on record, but I will touch  
10 on the key points that led us to today.

11 On June 16th, 2015, Rocky Mountain Power filed  
12 its application for approval of a newly-proposed  
13 Subscriber Solar Program.

14 In general, the Company requested that the  
15 Commission approve its proposal to implement this  
16 optional program. This program allows Utah customers the  
17 opportunity to buy kilowatt-hour blocks of electricity  
18 from company solar resources at a fixed price and then  
19 subsequently use that purchased energy to offset a  
20 portion of their own billed energy usage.

21 On July 10th, 2015, there was a technical  
22 conference at which the Company presented information  
23 related to the program and responded to questions from  
24 interested parties.

25 The DPU, Office of Consumer Services, Utah

1 Clean Energy, Salt Lake City Corporation, and Utah  
2 Association of Energy Users filed comments on August 12,  
3 2015, and on August 28, 2015, Rocky Mountain Power filed  
4 response comments responding to those intervenor  
5 comments. In those response comments, the Company  
6 explained how it made adjustments to the program to align  
7 the Company's request with some of the parties comments  
8 related to program design and implementation.

9           Following that and over the course of this  
10 docket, the parties held several settlement meetings and  
11 have now reached agreement on a proposed Subscriber Solar  
12 Program and a new tariff to implement the program.

13           **Q. Can you describe why the Company is proposing**  
14 **to implement the Subscriber Solar Program?**

15           A. Yes. Market research performed by the Company  
16 and comments and focus groups have demonstrated that many  
17 Utah customers are interested in obtaining at least a  
18 part of their electricity from renewable resources.

19           In an effort to meet these customer interests  
20 and requests and to support the development of solar  
21 resources in Utah, the Company developed the Subscriber  
22 Solar Program.

23           This program allows customers to subscribe to  
24 the output of a utility scale solar project to meet part  
25 of their electricity needs. The Subscriber Solar Program

1 is completely optional and is designed so that program  
2 subscribers will pay all program costs.

3 The underlying solar resource used for this  
4 program will be acquired through a Request for Proposals  
5 or RFP process. The Company issued an RFP in May of 2015  
6 and has completed the process of selecting a resource.

7 If the program is approved, the Company will  
8 move forward with the selected bidder to finalize the  
9 power purchase agreement for that resource.

10 However, the Company does not intend to move  
11 forward with execution of those agreements if the program  
12 is not approved by the Commission.

13 The timing of approval of the program is  
14 important. After December 31st, 2016, under current law,  
15 the investment tax credit for solar will drop from 30  
16 percent to 10 percent.

17 To be eligible for the credit, the solar  
18 project must be in service by the end of 2016.  
19 Therefore, the Company desires to issue a notice to  
20 proceed to the selected RFP bidder by approximately  
21 November 2015 in order to have the project reach  
22 commercial operation by the end of 2016.

23 This timing is important because the federal  
24 tax credit is a key driver in the price of the solar  
25 resource. And so, taking advantage of this tax credit

1 allows the program to incur lower costs for the solar  
2 resource and we're able to pass those lower costs along  
3 to the customers who participate.

4 The Company proposes to offer the Subscriber  
5 Solar Program as a pilot program. The Company is seeking  
6 approval to make a one-time acquisition of a solar  
7 resource and then to implement the program to allow  
8 subscriptions to that single resource.

9 After implementation, the Company intends to  
10 review the program to assess its viability and will make  
11 future filings with the Commission to determine whether  
12 the program should expand to include additional solar  
13 resources and then additional subscription periods or  
14 whether the program should be limited to this initial  
15 solar resource.

16 The Company commends and appreciates the  
17 efforts of the parties in this docket. This was an  
18 extraordinary example of parties coming together on a  
19 very short timeframe, and the collaboration between the  
20 parties was much appreciated by the Company and has led  
21 to a very good program that's well supported across all  
22 stakeholders.

23 The Subscriber Solar Program is a new product  
24 offering for the Company, and it had a lot of detailed  
25 components. And the final program design that's in the

1 stipulation was really the result of the collaborative  
2 effort of the stakeholders and we needed to do that on  
3 a short time period because of the tax credit that I  
4 mentioned.

5 **Q. Okay. Can you please describe the key terms of**  
6 **the stipulation?**

7 A. Sure. I assume the Commission and other  
8 parties have read the stipulation, and so I won't read it  
9 verbatim but will try to address the key components for  
10 completeness. In doing so, I do not intend to modify the  
11 terms of the stipulation, and if I misspeak, the language  
12 of the stipulation and not my testimony today is the  
13 binding agreement.

14 In a general sense, the stipulation resolves  
15 all issues related to the proposed Subscriber Solar  
16 Program. It includes terms and conditions related to  
17 program eligibility, program mechanics, administration  
18 costs, and the regulatory treatment.

19 Many of the terms and conditions are contained  
20 in the new tariff or the new proposed tariff Schedule 73.  
21 So I'll touch on each of the major components of the  
22 program, the first being eligibility and size.

23 The program size will be 20 megawatts. So,  
24 we will be selecting a 20-megawatt resource. This size  
25 met the objective of achieving a lower power purchase

1 agreement price because we get an economy of scale with a  
2 20-megawatt project while it still is small enough to fit  
3 the objective of being a pilot program.

4 The initial split will be 30 percent for  
5 residential customers which are Schedules 1, 2, 3, 30  
6 percent for commercial customers or Schedule 23, and 40  
7 percent for industrial customers, Schedule 6, 6A, 6B, 8,  
8 9, and 9A.

9 We are initially splitting the capacity in this  
10 matter so that all customer classes can participate  
11 in the program.

12 Our concern was that one customer class may  
13 come in and take all the available megawatts, thus not  
14 leaving participation options for the other classes.

15 So, for the first six months, we've split the  
16 availability between classes so everyone can participate.  
17 Six months after the initiation of the program, the  
18 Company will open enrollment to all customers regardless  
19 of their customer class or the initial program split.

20 Regarding program mechanics, those are  
21 addressed in paragraph 13 of the stipulation and in  
22 detail in Schedule 73. I will briefly touch on the key  
23 points, the first being, the subscription term will be  
24 evergreen, meaning once a customer subscribes to the  
25 tariff, they will be on the tariff indefinitely until



1 they cancel or until the program term expires.

2 The program term runs consistent with the power  
3 purchase agreement term. We'll be executing a 20-year  
4 power purchase agreement. So, this program as currently  
5 designed will last 20 years.

6 Customers may cancel within the first three  
7 years for a \$50 fee per block, and I'll discuss the  
8 blocks a bit more in a few minutes, and for no fee after  
9 three years.

10 Now, notice of termination, that termination  
11 policy applies to customers who have less than 2,000  
12 kilowatts of subscription.

13 Customers who have more than 2,000 kilowatts  
14 of subscription may negotiate specific contract durations  
15 and they also must provide six months notice of  
16 termination or pay the equivalent cost of the solar  
17 blocks for six months.

18 Customer subscription size may not exceed 100  
19 percent of their usage for the prior twelve months.  
20 Initially, our industrial customers, again, those are  
21 on 6, 6A, 6B, 8, 9, and 9A, their initial subscription  
22 cannot exceed the lesser of a hundred percent of their  
23 usage or 2,000 kilowatts.

24 After six months from the initiation of the  
25 program, the 2,000 kilowatt cap will be eliminated.

1 Again, this was to allow options across all customer  
2 classes and all customers when the program is initially  
3 launched. After six months, we will open it up so that  
4 a single customer could come in and take a larger portion  
5 if they desire.

6 Subscriptions will be awarded on a first-come  
7 first-served basis. There will not be a lottery or a  
8 drawing. A subscriber may assign a subscription to  
9 another service location in the Company's Utah service  
10 territory, but the subscriber must stay the same and  
11 stay on the same rate schedule.

12 So, if a customer moves homes from one location  
13 in Utah to another location in Utah, as long as they  
14 remain a customer of Rocky Mountain Power and remain  
15 on the same rate schedule, they can take their  
16 subscription with them to their new home.

17 Same applies for business.

18 PacifiCrop will retain all the renewable energy  
19 credits or RECs associated with the program. And those  
20 RECs will be retired on behalf of the program.  
21 They will not be sold.

22 If a customer desires to have the RECs  
23 deposited directly in a Western Renewable Energy  
24 Generation Information System account also known as a  
25 WREGIS account, the customer can set up that account and

1 pay the expenses associated with that and we will deposit  
2 the RECs in their own account.

3 Now, on to the solar energy blocks that I  
4 mentioned. Customers in the program will subscribe  
5 to what's called a Subscriber Solar Energy Block.  
6 And that's described in paragraphs 14 and 15 of the  
7 stipulation. Each block will be one kilowatt which,  
8 for the program's purpose, will be simplified to 200  
9 kilowatt hours per month for the residential and  
10 commercial customers taking service under Schedules 1,  
11 2, 3, 23, 6, 6A, and 6B provided that the Schedule 6  
12 customers do not have an interval meter.

13 Schedules 8, 9, and 9A and Schedules 6, 6A,  
14 and 6B that have an interval meter will be billed based  
15 on the actual output from one kilowatt of the solar  
16 resource.

17 So, we've simplified the block for residential  
18 and commercial so that it's a fixed amount every month.  
19 We felt like this was important from a marketing  
20 standpoint so those customers could understand exactly  
21 what they're signing up for.

22 For the larger customers who have interval  
23 meters, they will receive the actual output associated  
24 with one kilowatt of solar. So, it will be as if they  
25 have one kilowatt of solar behind their own meter.

1           The Solar Energy Block carries two types of  
2 charges. The first is the Solar Block Generation Charge  
3 and the second is the Solar Block Facilities Charge.

4 The Solar Block Generation Charge includes all the costs  
5 related to the power purchase agreement for the solar  
6 resource, utility generation costs and program costs.

7           The Solar Block Generation Charge will not  
8 change for the term of the program. So, the Solar Block  
9 Generation Charge is intended to cover the cost of the  
10 solar resource instead of buying from the Company's  
11 current fleet of resources.

12           The Solar Block Delivery Charge is a separate  
13 charge that includes all the non-generation related  
14 charges that are normally in rates for that applicable  
15 class. So, this charge is intended to cover any costs  
16 that's non-generation in nature that's associated with  
17 providing service to the customer more commonly referred  
18 to as transmission and distribution costs.

19           The Solar Block Delivery Charge will adjust  
20 consistent with rate changes for the applicable rate  
21 class and will be included in any filing that proposes  
22 rate changes for the class.

23           So, how that would work in practice is when we  
24 file a rate case or other proceeding in which we change  
25 the underlying rate schedules such as Schedule 1, 2, 3,

1 we would also file an updated Schedule 73 with new  
2 Solar Block Delivery Charges.

3 There is no Solar Block Delivery Charge for  
4 customers who have an interval meter which would be 6,  
5 6A, and 6B in some instances because those customers  
6 have a facilities charge and a demand charge as part  
7 of their underlying rate schedule.

8 Similarly, there is no Solar Block Delivery  
9 Charge for customers who will be on Schedule 32 because  
10 Schedule 32 already includes a facilities and a demand  
11 charge. So, those customers will be paying their  
12 transmission and distribution costs, if any, through  
13 those facilities and demand charges and therefore a  
14 separate Solar Block Delivery Charge is not needed  
15 for them.

16 On program administration costs, those are  
17 addressed in Paragraph 16 and 17 of the stipulation.  
18 They include costs related to marketing, administration  
19 of the program, and billing costs. At 100 percent  
20 subscription, all program costs are covered by program  
21 participants.

22 On billing, paragraphs 18 and 19 address how  
23 customers will be billed. Customers on Schedules 1, 2,  
24 3, and 23 and then Schedules 6, 6A, and 6B that do not  
25 have interval meters will remain on their otherwise

1 applicable rate schedule.

2           The subscriber solar costs will be added to the  
3 bill and then the subscriber solar kilowatt hours will  
4 be deducted from the customer's total usage before the  
5 customers are then billed on their otherwise applicable  
6 schedule. So, similar to how it was explained in  
7 Mr. Morse's testimony starting at line 105.

8 There are no changes from that testimony.

9           Customers on Schedules 8, 9, and 9A and 6, 6A,  
10 and 6B who have interval meters will be billed under  
11 Schedule 32. Schedule 32 is a relatively new tariff that  
12 was put in place I believe last year and it is applicable  
13 in this case as well. Excess generation --

14           So, how Schedule 32 works, it is as if the  
15 solar resource is actually behind the meter of that  
16 particular customer and the usage is deducted on a  
17 15-minute basis from that customer's load or an hourly  
18 basis. Excess generation in each hour will be credited  
19 at the avoided cost rate with no separate qualifying  
20 facility contract required for those customers.

21           The Company intends to file an amended  
22 Schedule 32 to reflect the eligibility for subscriber  
23 solar customers at a future date.

24           Regarding the timing for the billing, the solar  
25 resource is not going to be online until December of

1 2016. And so, customers will be able to sign up for the  
2 program prior to that time period. However, no billing  
3 will occur until the solar resource actually comes online  
4 and begins producing.

5 Regulatory treatment is addressed in Paragraphs  
6 20 through 24 of the stipulation. There will be no load  
7 adjustment and no change in interjurisdictional  
8 allocation factors due to the program.

9 The solar resource will be included as a  
10 Utah-situs resource in net power costs. And program  
11 costs will be tracked separately. And those costs are  
12 the administration, the marketing, and the billing.

13 They'll be tracked separately in a separate  
14 account similar to how we administer the Blue Sky program  
15 and they will not be included in the Company's revenue  
16 requirement.

17 Program costs that are not recovered by  
18 subscriber solar revenue can be deferred and recovered  
19 through general rates provided that they are consistent  
20 with initial program cost estimates.

21 The Company agrees to file a report updating  
22 the program subscription rate and other material  
23 statistics of the program six months after the program  
24 launch and then annually thereafter.

25 Schedule 73 includes the bulk of the program

1 cost descriptions and other terms of service and is a  
2 good reference if there are additional questions related  
3 to those terms. The remaining paragraphs of the  
4 stipulation, Paragraphs 25 through 32, contain the  
5 general terms and conditions which are associated with  
6 most stipulations. They represent the obligations of the  
7 parties to the stipulation and to one another.

8 As with most stipulations, this agreement was  
9 reached through negotiation and compromise and each party  
10 became comfortable with the agreement in a different way.

11 Nothing in the stipulation should be considered  
12 as precedential in any future case except in regard to  
13 issues expressly called out and resolved by the  
14 stipulation.

15 With that background, the Company recommends  
16 the Commission approve the stipulation and all of its  
17 terms and conditions.

18 **Q. Mr. Clements, are there any outstanding issues?**

19 A. Yes. There is one minor issue that will also  
20 be addressed by the Office of Consumer Services.

21 There's a minor issue relating to the  
22 Schedule 23 rates for customers whose monthly demand  
23 exceeds 15 kilowatts and are subject to a power charge.

24 The Company has agreed to work with the Office  
25 of Consumer Services and other parties to evaluate



1 whether modifications to Schedule 73 are required to  
2 adjust the rate for this very small subset of customers  
3 within this particular rate class.

4 If changes are identified, they will be brought  
5 before the Commission as changes to Schedule 73.

6 The Company recommends the Commission approve  
7 and implement Schedule 73 as filed with the stipulation  
8 and the Commission can consider any further changes to  
9 the tariff to address this minor Schedule 23 issue or  
10 rate design issue when they are brought before the  
11 Commission.

12 **Q. Would you like to say any final comments?**

13 A. Yes. Again, I want to reiterate the Company's  
14 appreciation and my personal appreciation to all the  
15 parties. This is a very unique program. It's something  
16 that the Company has not done in the past, and we feel  
17 like it's a great example of parties coming together and  
18 responding to customer interest and designing a program  
19 that is responsive to those interests.

20 Again, it took a lot of work by all the parties  
21 to get here on a very short timeframe, and we're very  
22 appreciative of that effort, and we feel like the product  
23 is in the public interest, was negotiated in good faith  
24 by all parties. And therefore the Company recommends  
25 approval of the stipulation. Thank you. That concludes

1 my comments.

2 MS. HOGLE: The witness is available for  
3 questions, Your Honor. Thank you.

4 THE HEARING OFFICER: Thank you.

5 Are there any questions?

6 MR. OLSEN: No questions.

7 MS. SCHMID: No questions.

8 EXAMINATION

9 BY THE HEARING OFFICER:

10 Q. Mr. Clements, I have a couple of questions for  
11 you, please.

12 A. Sure.

13 Q. First of all, thank you very much for being  
14 here today and for outlining everything as you have  
15 thus far.

16 A. You're welcome.

17 Q. To begin with, could you help me understand  
18 what the Company means? There are several references  
19 to the term: Interval meter.

20 Could you help me understand what that means?  
21 I'm not sure if it is referencing a demand meter or if  
22 it's referencing something else.

23 A. So, an interval meter is a meter that captures  
24 a customer's usage on a 15-minute basis. And so, it  
25 measures their usage every 15 minutes. And some are

1 instantaneous. So, it will give you a stream rolling  
2 15 minutes or every 15 minutes. But it's a meter that  
3 allows you to go in and see a customer's demand and usage  
4 every 15 minutes. A non-interval meter will often just  
5 capture the customer's single highest usage for the month  
6 and their total usage for the month.

7 So, you would only get two numbers, their max  
8 usage for the month and how much they used for the entire  
9 month. And that's certain non-interval meters.

10 Some of our non-interval meters like a  
11 residential meter only captures how much was actually  
12 used for the entire month. You have no way to know when  
13 that energy was actually used, but it will say you used  
14 X amount for the entire month.

15 Some of our commercial non-interval meters will  
16 say you had a peak demand of X and it occurred at this  
17 time. You had a total usage of Y for the entire month  
18 but no description of when that usage occurred.

19 An interval meter will tell you every 15  
20 minutes how much you used in that 15 minutes, what your  
21 peak was, and what your total usage was. Most of our  
22 larger industrial and some of our larger commercial  
23 customers do have interval meters.

24 **Q. Thank you, Mr. Clements.**

25 **A.** You're welcome.

1           Q.    I'm going to cross reference something in your  
2 direct testimony that appears on page two of your direct  
3 testimony starting at line 40.

4                    There's a reference to the EBA, and in  
5 particular, it states that participating customers  
6 will be subject to all other charges on their otherwise  
7 applicable rate schedule except for the Energy Balancing  
8 Account (EBA) tariff rider following the first year of  
9 enrollment. And then the footnote that follows that  
10 states in part that thereafter the EBA will not apply  
11 to the subscribed energy.

12                   The settlement stipulation doesn't address that  
13 particular issue regarding the EBA. So, I was hoping  
14 that you might be able to clarify for me whether the  
15 parties as you understand the settlement agreement,  
16 whether the EBA is no longer a part of the program?

17           A.    All tariff riders including the EBA will apply  
18 to all energy. So, both the subscription energy and the  
19 other energy that customers take from the Company.

20                   And so, that is a change that was agreed to  
21 and stipulated to by the parties. We had previously or  
22 initially contemplated that the EBA would not apply to  
23 the subscriber solar energy.

24                   What we determined was, it was too  
25 administratively burdensome to track. Since the EBA

1 is a cost that's incurred in one time period and then  
2 recovered in future time periods, it was challenging to  
3 set up a tracking mechanism when customers sign up for  
4 the program for them to pay the EBA costs that they  
5 incurred in prior periods.

6 And so, one of the stipulation terms or  
7 settlement terms the parties agreed to was that the EBA  
8 surcharge would apply to all energy, both subscriber  
9 solar energy and the energy taken under the normal rate  
10 schedule. And so, that is a change from my testimony.

11 **Q. Okay. So, just for clarification, so the EBA**  
12 **is part of the program not only for the first year but**  
13 **ongoing afterwards?**

14 A. Correct. The EBA costs are recovered through  
15 a surcharge on the bill. That surcharge would apply  
16 to the entire bill for the customer. And so, whatever  
17 percentage the EBA surcharge is would apply to all costs  
18 on the customer's bill. And so, it would apply to the  
19 subscriber solar and to the regular energy.

20 **Q. Thank you, Mr. Clements. Could you turn --**  
21 **this might help you if you're looking at this for this**  
22 **part of my question. Could you turn to Paragraph 15**  
23 **of the proposed Schedule 73?**

24 A. Okay.

25 **Q. That provision, just to clarify, states that**

1 all contracted subscriber Solar Energy Block kWh and  
2 associated charges in a billing month will be included  
3 in the calculation of any adjustment rate schedules  
4 contained in customers' applicable tariff schedule.

5 I want to ask you about that and in particular  
6 about the specific phrase, "any adjustment rate  
7 schedules."

8 Could you help me understand what is included  
9 and whether there would be things that aren't included  
10 as far as rate schedules?

11 A. No. So, that applies to any sort of rider  
12 or other adjustment rate schedule that applies to the  
13 underlying tariff. So, that would be the EBA that we  
14 just discussed. And so, that would be the EBA, the  
15 demand side management surcharge.

16 I believe there's a REC credit or surcharge at  
17 this point time and occasionally there are other credits  
18 or surcharges that are applied on top of the bill.

19 Those are typically percentages. And so,  
20 the entire bill is calculated and then a percentage  
21 is applied to the dollars and that is added to the bill.

22 And what Paragraph 15 of the tariff is stating  
23 is that any of those adjustment rate schedules, the EBA,  
24 the demand side management surcharge, the REC creditor  
25 surcharge, will still apply to the customer's entire bill

1 including what they're paying for the subscriber solar  
2 energy.

3 Q. Thank you, Mr. Clements. Just to follow up  
4 with that, would it also include the solar incentive  
5 adjustment as well as the low income assistance program  
6 adjustment?

7 A. It would, yes.

8 Q. Okay. Thank you. One last question for you,  
9 Mr. Clements.

10 A. Sure.

11 Q. Is there a place in the settlement stipulation  
12 that the Commission could refer to that would clarify the  
13 EBA issue or is it as you've just described in your  
14 testimony? Is it to be inferred from the Paragraph 15?

15 A. It really can be inferred from Paragraph 15  
16 of the actual tariff. And we tried to write that as  
17 clearly as possible to state that any adjustment rate  
18 schedule -- and the EBA would be considered an adjustment  
19 rate schedule -- will apply.

20 Q. Okay. And just to be absolutely sure I'm  
21 understanding you correctly, so, the EBA charge will not  
22 only apply to the energy that is being used as a result  
23 of the subscriber solar, but it would also be any other  
24 energy that the customer is using as a result of any  
25 extra energy that they would need that the solar

1 **subscriber program is not providing?**

2 A. Correct. It would apply to both.

3 THE HEARING OFFICER: Okay. Very good.

4 All right. Mr. Clements, I think that does it for my  
5 questions.

6 MR. CLEMENTS: Okay.

7 THE HEARING OFFICER: Are there any follow-up  
8 questions?

9 (No verbal response)

10 THE HEARING OFFICER: Okay. Thank you,  
11 Mr. Clements.

12 MR. CLEMENTS: You're welcome.

13 THE HEARING OFFICER: You may be excused.

14 MS. SCHMID: The Division would like to call as  
15 its witness Mr. Bob Davis. He has previously been sworn.

16 ROBERT A. DAVIS,  
17 having first been duly sworn, was  
18 examined and testified as follows:

19 DIRECT EXAMINATION

20 BY MS. SCHMID:

21 **Q. Mr. Davis, could you please state your full**  
22 **name, employer, position, and business address for the**  
23 **record?**

24 A. Yes. My name is Robert A. Davis. I go by Bob.  
25 I work for the Division of Public Utilities as a utility



1 analyst. My address is 160 East 300 South,  
2 Salt Lake City.

3 Q. In connection with your employment by the  
4 Division, have you participated in this docket?

5 A. Yes, I have.

6 Q. Did you participate in the preparation filing  
7 of the Division's comments filed on August 12th, 2015  
8 entitled Docket 15-035-61 in the matter of the  
9 Application of Rocky Mountain Power for Approval of its  
10 Subscriber Solar Program (Schedule 73)?

11 A. Yes.

12 Q. Except as modified by the settlement agreement,  
13 the settlement stipulation in this docket as presented  
14 here, do you adopt the Division's comments as your  
15 testimony?

16 A. Yes.

17 Q. With the exception above related to changes in  
18 the settlement stipulation, would the Division's position  
19 be the same as stated in those October 12th comments?

20 A. Yes.

21 MS. SCHMID: Do you have a summary?  
22 The Division would like to move for the admission  
23 of the comments filed on August 12th.

24 THE HEARING OFFICER: Any objection?

25 MR. OLSEN: No objection.

1 THE HEARING OFFICER: They are so entered.

2 (Direct Testimony of Mr. Robert A. Davis  
3 and Attachments Admitted)

4 BY MS. SCHMID:

5 Q. Thank you. Mr. Davis, do you have a summary  
6 to present today?

7 A. I do.

8 Q. Please proceed.

9 A. Good morning. The Division of Public Utilities  
10 supports the joint settlement stipulation filed in this  
11 docket on September 21, 2015 and requests that the Public  
12 Service Commission approve the stipulation as filed.

13 The Division testifies that the stipulation  
14 is just, reasonable, and in the public interest. In the  
15 support of this, the Division offers the following.

16 Upon receipt of Rocky Mountain Power's  
17 subscriber solar application, the Division took immediate  
18 action to review the Company's application for compliance  
19 with Commission Rule 746-405-1 and also began analyzing  
20 all the supporting documentation provided by the Company  
21 and data request responses to questions asked by the  
22 Division, Office of Consumer Services, and Utah Clean  
23 Energy.

24 After analysis of the supporting documents,  
25 several discussions and technical conferences with the

1 Company and other parties, the Division came to support  
2 the Subscriber Solar Program.

3 Settlement negotiations with the Company and  
4 the other parties took place during the course of the  
5 discussions at technical conferences.

6 During those negotiations, several issues were  
7 discussed in which different points of view were held,  
8 compromises were made, and a settlement was reached which  
9 are presented in the filed stipulation.

10 While not every party agreed to each aspect of  
11 the stipulation, the stipulation as a whole has produced  
12 a result that the Division supports as being in the  
13 public interest.

14 Six months after the program's initiation,  
15 the Company will open enrollment to any eligible customer  
16 with any customer class irrespective of the initial  
17 program split.

18 In addition, once the customer signs up,  
19 their participation will run until they cancel or move  
20 out of the service territory. This will help mitigate  
21 risk associated with undersubscription.

22 The Division believes the stipulation in this  
23 matter to be just, reasonable, and in the public interest  
24 in their request that the Commission approve the  
25 subscriber solar pilot program stipulation as filed.

1 MS. SCHMID: Mr. Davis is now available for  
2 questions.

3 THE HEARING OFFICER: Thank you.  
4 Are there any questions of Mr. Davis?  
5 (No verbal response)

6 EXAMINATION

7 BY THE HEARING OFFICER:

8 Q. Mr. Davis, I have a couple of questions for  
9 you, please.

10 A. Okay.

11 Q. And just to be clear, for the record, were you  
12 here during Mr. Morse's testimony as well as  
13 Mr. Clements's testimony?

14 A. Yes, I was.

15 Q. Okay. And was there anything regarding the  
16 testimony of either of those individuals with respect  
17 to the questions that were raised on behalf of the  
18 Commission that the Division would disagree with?

19 A. No.

20 Q. Okay. And I'd like to ask a question regarding  
21 comments that were filed by the Company, and specifically  
22 the comments that were filed by the Company on August  
23 27th, 2015 included an exhibit.

24 It was a confidential exhibit. We won't get  
25 into the specifics of that exhibit, but it was attached

1 as Exhibit-4 and it was called Subscriber Solar Program  
2 Regulatory Accounting Overview and then Residential Class  
3 was in parens. Do you recall that particular exhibit?

4 A. Not real well, no.

5 Q. Okay.

6 A. Could you describe it a little bit more for me?

7 Q. Not -- I have a question with respect to that  
8 exhibit or attachment. And my question is whether you  
9 know on behalf of the Division whether the Division is in  
10 agreement with whether that exhibit accurately represents  
11 the regulatory treatment of the program?

12 A. I'm recalling the exhibit and I believe, yes,  
13 that the Division is okay with how that was presented.

14 THE HEARING OFFICER: Okay. Ms. Hogle?

15 MS. HOGLE: I believe I have a copy of that  
16 if that would help with the question and the answer.

17 THE HEARING OFFICER: Mr. Davis, why don't we  
18 let you take a look at that just to refresh your  
19 recollection in case it helps do so.

20 Thank you, Ms. Hogle.

21 MS. HOGLE: Yes.

22 BY THE HEARING OFFICER:

23 Q. And it's not necessary to read anything that's  
24 on the document. The question is merely whether you  
25 believe on behalf of the Division whether it accurately

1 **reflects the regulatory treatment of the program.**

2 A. My understanding is yes, it does.

3 THE HEARING OFFICER: Thank you, Mr. Davis.

4 I don't have any further questions.

5 Is there any follow-up for Mr. Davis?

6 MS. SCHMID: No.

7 THE HEARING OFFICER: Thank you for your  
8 testimony today, Mr. Davis. You may be excused.

9 MR. DAVIS: Thank you.

10 MR. OLSEN: The Office would call  
11 Cheryl Murray.

12 CHERYL MURRAY,  
13 having first been duly sworn, was  
14 examined and testified as follows:

15 DIRECT EXAMINATION

16 BY MR. OLSEN:

17 **Q. Ms. Murray, would you please state your name,**  
18 **address, and title for the record, please?**

19 A. Yes. My name is Cheryl Murray. My business  
20 address is 160 East 300 South, Salt Lake City. I'm a  
21 utility analyst for the Office of Consumer Services.

22 **Q. And what is your position and role on behalf**  
23 **of the Office for this docket?**

24 A. I was the lead analyst and as such, I reviewed  
25 the application, the Company testimony, comments

1 submitted by other parties to the docket. I also  
2 participated in discussions with the Company and other  
3 parties to clarify some of the issues.

4 Q. As part of that activity, did you submit  
5 comments on behalf -- cause -- create or cause to be  
6 created comments on behalf of the Office which were  
7 submitted on August 12th, 2015?

8 A. Yes, I did.

9 Q. Recognizing as we have done now that there has  
10 been a subsequent stipulation that's now proposed and the  
11 testimony that you've heard so far today, do you have  
12 any -- would you maintain that that is your -- the  
13 testimony of the Office and accurate?

14 A. Yes, subject to the changes as a result of the  
15 stipulation and the new tariff that's been filed.

16 MR. OLSEN: Your Honor, we would ask that that  
17 comment with those stipulations be submitted for the  
18 record, please.

19 THE HEARING OFFICER: Any objection?

20 MS. SCHMID: No.

21 MS. HOGLE: No objection.

22 THE HEARING OFFICER: They are so admitted.

23 (Direct Testimony of Ms. Cheryl Murray  
24 and Attachments Admitted)

25 BY MR. OLSEN:

1           **Q. Thank you. Having participated in those**  
2           **settlement discussions and reviewed the stipulation,**  
3           **do you have a position statement from the Office**  
4           **about the settlement?**

5           A. Yes, I do.

6           **Q. Could you please provide that now?**

7           A. Yes. As I stated, the Office participated  
8           in every aspect of this docket. In discussions with the  
9           Company and the other parties, the Office provided input  
10          regarding certain elements of the program as well as  
11          input to the stipulation itself.

12                   The Subscriber Solar Program is open to diverse  
13          customer groups, and it is our view that some customers  
14          that the Office represents will be able to participate in  
15          this program who would not otherwise have the opportunity  
16          to install solar PV for a variety of reasons such as  
17          upfront initial costs, zoning requirements, homeowner  
18          association rules, roof location, et cetera.

19                   The Office supports giving customers that  
20          opportunity. The Office notes that the Schedule 73 rates  
21          are designed such that customers choosing to participate  
22          will still pay their appropriate share of infrastructure  
23          costs.

24                   The Office further notes that while this tariff  
25          was designed to shield customers from -- or shield



1 nonparticipating customers, there is a small risk that  
2 cost shifts could occur if the solar resource is not  
3 fully subscribed.

4           The Office believes that demand for this  
5 program will be sufficient to keep such risk to a  
6 minimum. In our view, the benefits of proceeding with  
7 the program outweigh the risk that could be in the  
8 program.

9           There is one issue that the Office asserts  
10 will require further consideration. The program pricing  
11 is designed such that participants that pay a demand  
12 charge under their current applicable rate schedule  
13 will not pay a demand charge under Schedule 23.

14           However, as Mr. Clements testified this  
15 morning, an issue arises for Schedule 23 customers.  
16 Schedule 23 customers are subject to a demand charge  
17 for usage in excess of 15 kilowatts. Schedule 73 does  
18 not make any accommodation for that circumstance. Only  
19 a small number of Schedule 23 customers could potentially  
20 be affected by this situation.

21           The Company's data shows that only 10.4 percent  
22 of customers in Schedule 23 are charged a demand charge  
23 and only 13.8 percent of the total demand used by  
24 Schedule 23 customers is subject to a demand charge.

25           Despite this slight potential impact, it is an

1 issue that the Office believes will need to be resolved.

2 The Company and the Office have committed to  
3 work together to resolve the issue prior to any Schedule  
4 23 customer actually receiving billing under Schedule 73.

5 The Office requests that the Commission not  
6 delay the approval of the stipulation based on this  
7 issue. It is our understanding that maintaining the  
8 timeline is critical to maintaining the favorable  
9 resource pricing that underlies the proposed tariff.

10 In summary, the Office supports the stipulation  
11 and asserts it is in the public interest and will result  
12 in fair and reasonable rates, in just and reasonable  
13 rates. Sorry. The Office recommends that the Commission  
14 approve the stipulation and Schedule 3.

15 **Q. Three or 73?**

16 A. 73. Sorry.

17 **Q. Does that conclude your comments?**

18 A. It does. Thank you.

19 MR. OLSEN: The witness is available for  
20 questions.

21 THE HEARING OFFICER: Thank you.

22 Any questions for Ms. Murray?

23 (No verbal response)

24 EXAMINATION

25 BY THE HEARING OFFICER:

1 Q. Ms. Murray, I have a couple questions for you,  
2 please. For the record, just to clarify, you were here  
3 during the testimony of Mr. Morse, Mr. Clements,  
4 and Mr. Davis; is that correct?

5 A. That's correct.

6 Q. Is there anything about their testimony that  
7 you disagree with?

8 A. No, there is not.

9 Q. And just a follow-up question regarding the  
10 exhibit that was referred to earlier when I was  
11 questioning Mr. Davis about the comments filed by the  
12 Company on August 27th, 2015, the attachment for  
13 Exhibit-4. Great. The record will reflect that the  
14 witness has a copy of the attachment in front of her.

15 The Commission would like clarification on  
16 behalf of the Office as to whether the Office believes  
17 that that exhibit accurately reflects the regulatory  
18 treatment of the program.

19 A. Yes. That is our understanding.

20 THE HEARING OFFICER: Okay. Thank you very  
21 much, Ms. Murray. Appreciate your time this morning.  
22 And you may be excused.

23 MS. MURRAY: Thank you.

24 THE HEARING OFFICER: Ms. Hogle?

25 MS. HOGLE: Yes, Your Honor.

1 THE HEARING OFFICER: How do you wish to  
2 proceed at this point? I have a few more questions.

3 MS. SCHMID: Pardon me?

4 THE HEARING OFFICER: Yes.

5 MS. SCHMID: Oh, sorry. Could we go off the  
6 record for just one moment?

7 THE HEARING OFFICER: Yes.

8 (Discussion off the record)

9 THE HEARING OFFICER: We will continue with  
10 Utah Clean Energy.

11 MS. DUTTON: Good morning. Utah Clean Energy  
12 would like to call its witness Kate Bowman.

13 KATHRYN BOWMAN,  
14 having first been duly sworn, was  
15 examined and testified as follows:

16 DIRECT EXAMINATION

17 BY MS. DUTTON:

18 **Q. Good morning, Ms. Bowman. Please state your**  
19 **name, job title, and business address for the record.**

20 A. My name is Kathryn Bowman. I go by Kate.  
21 And I'm the solar project coordinator at Utah Clean  
22 Energy.

23 **Q. Did you participate in the preparation and**  
24 **filing of Utah Clean Energy's comments in this docket?**

25 A. Yes.

1 Q. And do you adopt those comments subject to the  
2 changes in the settlement agreement as your testimony?

3 A. Yes.

4 Q. And did you participate in the preparation and  
5 filing of Utah Clean Energy's response comments in this  
6 docket?

7 A. Yes, I did.

8 Q. And do you adopt these response comments  
9 subject to the changes in the settlement agreement  
10 as your testimony?

11 A. Yes.

12 MS. DUTTON: I would like to move for the  
13 submission of the comments and response comments of  
14 Utah Clean Energy in this docket.

15 THE HEARING OFFICER: Any objection?

16 MS. HOGLE: No.

17 THE HEARING OFFICER: They are so admitted.

18 Thank you.

19 (Direct Testimony of Ms. Kathryn Bowman  
20 and Attachments Admitted)

21 BY MS. DUTTON:

22 Q. Thank you. Have you prepared a statement for  
23 the Commission?

24 A. Yes, I have.

25 Q. Please proceed.

1           A.     In my capacity as solar project coordinator  
2     at Utah Clean Energy, I reviewed Rocky Mountain Power's  
3     proposed Subscriber Solar Program and participated in the  
4     settlement discussions that led to the stipulation before  
5     the Commission this morning.

6           Utah Clean Energy supports customer choice and  
7     giving customers the opportunity to make investments in  
8     renewable energy. Renewable energy is an important  
9     long-term resource for Utah and its ratepayers and  
10    it's essential to mitigating regulatory, economic,  
11    and environmental risks and ensuring a better future  
12    for Utah and its citizens.

13           This program will provide customers the  
14    opportunity to opt in to the benefits of renewable energy  
15    locking in stable energy prices through long-term  
16    contracts.

17           Utah Clean Energy believes that the stipulation  
18    is just and reasonable in result and recommends that the  
19    Commission approve the voluntary solar subscriber program  
20    for use by Rocky Mountain Power customers. Utah Clean  
21    Energy provides the following additional recommendations.

22           First, that if rate structures change in the  
23    future, it may be necessary to evaluate Schedule 73 rates  
24    to ensure that program participants retain the benefit  
25    of their investments in stable fuel-free renewable energy

1 and are not being double charged on Schedule 73 for  
2 services they are already paying for on their otherwise  
3 applicable electric service schedules.

4 Utah Clean Energy recommends that this  
5 program's design should not set a precedent for any other  
6 Commission proceeding or utility program and that if  
7 approved, the Schedule 73 tariff should not be used as a  
8 model, basis, justification or support for any other rate  
9 structure or regulatory treatment.

10 And Utah Clean Energy appreciates the Company's  
11 willingness to file annual reports and recommends that  
12 the Company, Commission, regulators, and interested  
13 stakeholders take advantage of this annual opportunity  
14 to asses material program statistics and evaluate  
15 potential improvements.

16 **Q. Does that conclude your comments?**

17 A. Yes.

18 MS. DUTTON: Ms. Bowman is available for  
19 questions.

20 THE HEARING OFFICER: Thank you.

21 Any questions for Ms. Bowman?

22 MS. SCHMID: No.

23 MS. HOGLE: No.

24 EXAMINATION

25 BY THE HEARING OFFICER:

1 Q. Ms. Bowman, I have a few questions for you,  
2 please. And you can probably guess what they are.

3 So, just for the record, were you here during  
4 the testimony of Mr. Morse, Mr. Clements, Mr. Davis,  
5 and Ms. Murray?

6 A. Yes.

7 Q. And is there anything about the testimony that  
8 they provided including the responses to the questions  
9 that I asked on behalf of the Commission that you  
10 disagree with?

11 A. No, there's not.

12 Q. Thank you. And as a follow-up question,  
13 please, with respect to the Company's filing on August  
14 27th, 2015 which has been referenced in my previous  
15 questions of Ms. Murray and Mr. Davis, do you have a copy  
16 of the attachment that was included in that filing?

17 Do you happen to have a copy of that with you?

18 A. I don't have a copy on me. I have seen it.

19 Q. Okay. On behalf of Utah Clean Energy,  
20 do you believe that that attachment accurately reflects  
21 the representation of the regulatory treatment of the  
22 program?

23 A. It's my understanding that it does.

24 THE HEARING OFFICER: Thank you. Ms. Bowman,  
25 thank you for your testimony today.



1 MS. BOWMAN: Thank you.

2 THE HEARING OFFICER: You may be excused.

3 Ms. Hogle, I have a few follow-up questions,  
4 but I wasn't sure if there was something else that you  
5 wanted to address before we got to that.

6 MS. HOGLE: I suspect that my follow-up  
7 question can be held until you ask your questions.

8 THE HEARING OFFICER: Okay. Let's go off the  
9 record for just a moment.

10 (Discussion off the record)

11 THE HEARING OFFICER: We're back on the record.

12 Ms. Hogle, I want to address a few different  
13 questions regarding the application and the Company's  
14 willingness to assist the Commission in better  
15 understanding the application and how it is to be  
16 reviewed and perhaps applied or understood in other  
17 contexts.

18 MS. HOGLE: Certainly, Your Honor.

19 THE HEARING OFFICER: To that end, it would be  
20 helpful to the Commission to better understand the  
21 accounting related to the program if the Company were  
22 willing to file a post-hearing document detailing each  
23 uniform system of account number affected by the  
24 regulatory treatment for this program that would occur  
25 in a rate case or in a financial reporting in its JAM,

1 the judicial -- Jurisdictional Allocation Model, its  
2 Net Power Cost Model, GRID, and class cost of service  
3 model. Is that something that the Company would be  
4 willing to provide?

5 MS. HOGLE: Certainly, Your Honor. We would  
6 be happy to do that.

7 THE HEARING OFFICER: Thank you. And my  
8 understanding is that it would be particularly helpful  
9 if that document would specify the source for each entry,  
10 for each data entry.

11 And related to that issue is, it would also be  
12 very helpful to the Commission in understanding the  
13 accounting treatment for the program for Schedule 73,  
14 the proposed Schedule 73 that is before the Commission  
15 in this docket, to better understand how that's going  
16 to impact the EBA rate proceedings.

17 And so, as a follow-up, it would be helpful for  
18 the Commission to know whether the Company is willing to  
19 file a post-hearing document detailing the regulatory  
20 accounting treatment by account number for the program  
21 in an EBA proceeding.

22 Is that something the Company would be willing  
23 to provide?

24 MS. HOGLE: The Company would be happy to  
25 provide that, Your Honor.

1 THE HEARING OFFICER: Okay. And do you have a  
2 sense as to how much time you would need to provide that?

3 MS. HOGLE: Just a minute.

4 Can we go off the record?

5 THE HEARING OFFICER: Absolutely.

6 MS. HOGLE: Thank you.

7 THE HEARING OFFICER: We'll be off the record.

8 (Discussion off the record)

9 THE HEARING OFFICER: Okay. We'll be back  
10 on the record. Ms. Hogle.

11 MS. HOGLE: Your Honor, the parties have  
12 convened, and we have agreed that we can prepare the  
13 documents that the Commission has requested, and I  
14 believe there are two or maybe a combination of the two,  
15 by October 5th.

16 And we will allow the Division of Public  
17 Utilities and the Office of Consumer Services, Utah Clean  
18 Energy, and all the signing parties to review that before  
19 it is filed so that it's a joint filing.

20 THE HEARING OFFICER: Very good. Thank you,  
21 Ms. Hogle.

22 MS. HOGLE: And then just one more question,  
23 Your Honor. Would you mind clarifying exactly what the  
24 Commission is asking for one more time?

25 THE HEARING OFFICER: Do you need to go off the

1 record, Ms. Hogle?

2 MS. HOGLE: Yes.

3 THE HEARING OFFICER: Okay.

4 (Discussion off the record)

5 THE HEARING OFFICER: We will be back on the  
6 record. While we were off the record, Ms. Hogle  
7 summarized her understanding of what the Commission has  
8 requested in this matter with respect to the post-hearing  
9 filings.

10 And it is my understanding that based on her  
11 description that I'd like to request a recess and make  
12 absolutely certain that we're both on the same page and  
13 that we'll take an opportunity to confer with the  
14 Commission and see if there's any additional  
15 clarification.

16 And to that end, Ms. Hogle, is there anything  
17 with respect to your pending question that you would like  
18 to have clarified other than your synopsis?

19 MS. HOGLE: No, Your Honor. I think we've  
20 captured it. Thank you.

21 THE HEARING OFFICER: Okay. And there was a  
22 potential question pending. Did you want to address that  
23 at this time before we go off the record?

24 MS. HOGLE: No. I don't have a pending  
25 question. Thank you.

1 THE HEARING OFFICER: Okay. Very good.

2 We'll be in recess for 15 minutes. Thank you.

3 MS. SCHMID: Thank you.

4 (Recess taken 10:09 a.m. to 10:19 a.m.)

5 THE HEARING OFFICER: Thank you everyone.

6 We're back on the record.

7 Ms. Hogle, to address your request and in the  
8 interest of clarity and understanding, the Commission  
9 will be issuing a notice to outline their request by  
10 the end of the business day today.

11 And the Commission also wishes to note that  
12 we understand the time constraint that is involved in  
13 this particular matter and we anticipate that an order  
14 will be issued by mid October.

15 MS. HOGLE: Thank you.

16 THE HEARING OFFICER: Are there any other  
17 questions or concerns that you would like to present  
18 to the Commission today before we adjourn and go off  
19 the record?

20 MS. SCHMID: Nothing further from the Division.

21 MR. OLSEN: The Office has nothing further.

22 MS. HOGLE: Thank you, Your Honor.

23 Nothing further from the company.

24 MS. DUTTON: Nothing further.

25 THE HEARING OFFICER: Thank you. Thank you

1 again for coming today and for your testimony. It's been  
2 very helpful. And we will be issuing a notice at the end  
3 of the day today. We are adjourned. Have a good day.

4 MS. SCHMID: Thank you.

5 (Proceedings concluded at or about 10:21 a.m.)

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CERTIFICATE

This is to certify that the foregoing proceedings were taken before me, CLARK L. EDWARDS, a Certified Shorthand Reporter and Notary Republic in and for the State of Utah, residing at West Jordan, Utah;

That the proceedings were reported by me in stenotype and thereafter caused by me to be transcribed into typewriting, and that a full, true, and correct transcription of said proceedings so taken and transcribed is set forth in the foregoing pages, inclusive.

I further certify that I am not of kin or otherwise associated with any of the parties to said cause of action, and that I am not interested in the event thereof.



Clark L. Edwards, CSR  
Utah License No. 109221-7801

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