

1407 W. North Temple, Suite 330 Salt Lake City, Utah 84116

May 9, 2019

VIA ELECTRONIC FILING

Public Service Commission of Utah Heber M. Wells Building, 4th Floor 160 East 300 South Salt Lake City, UT 84114

- Attn: Gary Widerburg Commission Secretary
- RE: Advice No. 19-09 Proposed Changes to Schedule 73, Subscriber Solar Program Rider Optional Docket No. 19-035-T08

Enclosed for electronic filing are the proposed tariff sheets associated with Tariff P.S.C.U. No. 50 of PacifiCorp, d.b.a. Rocky Mountain Power (the "Company"), applicable to electric service in the State of Utah. Pursuant to the requirement of Rule R746-405-2(D), the Company states that the proposed tariff sheets do not constitute a violation of state law or Commission rule. The Company respectfully requests an effective date of June 30, 2019 for these changes.

Second Revision of Sheet No. 73.1	Schedule 73	Subscriber Solar Program
Second Revision of Sheet No. 73.2	Schedule 73	Subscriber Solar Program
First Revision of Sheet No. 73.3	Schedule 73	Subscriber Solar Program
Second Revision of Sheet No. 73.4	Schedule 73	Subscriber Solar Program

The purpose of this filing is to propose changes to the Subscriber Solar Program ("Program") administered through Electric Service Schedule No. 73, specifically to add an option for customers to subscribe to 100 percent of their usage, and to remove certain tariff rate schedules from being eligible to participate due to lack of customer interest. Proposed changes to the Schedule 73 tariff sheets are included as Exhibit A.

DESCRIPTION OF CHANGES

Addition of 100% Matching Program Offering

The program currently offers customers the ability to subscribe to 200 kWh blocks of solar, up to their annual average usage based on their previous 12-months usage history. In some cases, customers' electricity usage has reduced from year-to-year when they either move to another site or changed their usage patterns. When this occurs, and customers have oversubscribed to blocks of solar, their subscriptions are reduced to match the new usage, which then makes blocks available for customers on the waitlist. In many cases, these customers have expressed their interest in

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subscribing to the maximum amount that their usage allows. In fact, there have been occasions where customers have requested to be placed on the waitlist for several months requesting additional blocks when their usage increases. These customers' goals are to purchase renewable electricity that matches 100 percent of their annual electricity usage. A customer survey was sent earlier in 2019, which included a question to participants asking for their interest in subscribing at 100 percent of their usage. The responses recorded were overwhelmingly positive with more than 70 percent of customers in favor of this change.

The Company would like to offer this option to customers. In order to accommodate this change, a billing system update would need to be completed, and the costs for these system updates is shown in Confidential Exhibit B, Column J Row 60. The proposed Program cost model in Confidential Exhibit B also illustrates how the costs for this system update would be absorbed by reallocating a portion of unspent Management/Administration funds that were not required in the first 3 years of the program launch, effectively enabling the billing system update to be completed with no additional funding required.

Removal of Eligible Rate Schedules

Since the Program's inception, subscriptions have been offered to customers under Electric Service Schedule Nos. 1, 2, 3, 6, 6a, 6b, 8, 9, 9a, and 23. Due to lack of customer interest in subscribing to the Program under Schedule Nos. 2, 8, 9 and 9a, the Company proposes removing these schedules from the Program. The Company has been developing improved economic and attractive options for the industrial customer classes (Schedules 8, 9 and 9a) and Schedule 2 customers have not expressed interest at this time. Maintaining the billing accommodation needed for these rate schedules is a needless financial burden on the Program. If the Program is expanded in the future, the Company may look for opportunities to offer more attractive pricing options through the Program to other rate schedules that can be accommodated through existing billing system processes.

It is respectfully requested that all formal correspondence and staff requests regarding this matter be addressed to:

By E-mail (preferred):	datarequest@pacificorp.com michael.snow@pacificorp.com
By regular mail:	Data Request Response Center PacifiCorp 825 NE Multnomah Blvd., Suite 2000 Portland, OR 97232

Additionally, enclosed is the Confidential Information Certificate the Company desires parties in this docket to execute prior to obtaining access to confidential information.

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

Sincerely,

Till S Show

Michael S. Snow Manager, Regulatory Affairs

Enclosures

cc: Division of Public Utilities Office of Consumer Services

Exhibit A



First Second Revision of Sheet No. 73.1 Canceling Original-First Revision of Sheet No. 73.1

P.S.C.U. No. 50

ROCKY MOUNTAIN POWER

ELECTRIC SERVICE SCHEDULE NO. 73

STATE OF UTAH

Subscriber Solar Program Rider - Optional

PURPOSE: This Schedule is a voluntary program for Customers to purchase electricity from solar resources.

AVAILABILITY: At any point on the Company's interconnected system.

APPLICATION: On a first-come, first-served basis to any customer receiving service under the Company's Electric Service Schedules 1, 2, 3, 6, 6A, 6B, 8, 9, 9A and 23.

SUBSCRIBER SOLAR ENERGY BLOCK <u>OPTION</u>: Customers can purchase 1-kW blocks of capacity (and associated energy) in the Subscriber Solar Program resource: For Schedules 1, 2, 3, 23, and Schedules 6, 6A and 6B where the customer does not have an interval meter, the block of capacity will be assigned a fixed amount of energy of 200 kWh per month. For Schedules 8, 9, 9A, and Schedules 6, 6A and 6B where the customer does have an interval meter, the energy amount for each block will be based on the actual output of the solar resource (i.e. the actual output associated with their 1-kW block).

SUBSCRIBER SOLAR ENERGY FULL COVERAGE OPTION: Customers can purchase variable blocks of capacity (and associated energy) in the Subscriber Solar Program resource: For Schedules 1, 3 and 23, the block of capacity will be assigned a variable amount of energy equal to 100% of their total usage per month, reconciled on an annual basis. The full coverage option is not available for Schedules 6, 6A or 6B.

SOLAR ENERGY BLOCK CHARGES:

<u>Schedule</u>	Solar Block Delivery Charge	Solar Block Generation Charge
1, 2, 3	3.9783 ¢ per kWh	7.7250 ¢ per kWh
23	2.6958 ¢ per kWh	7.4250 ¢ per kWh
6, 6A, 6B (no interval meter)	0.0000 ¢ per kWh	7.1250 ¢ per kWh
6, 6A, 6B (with interval meter)	Under Schedule 32	5.9250 ¢ per kWh
8, 9, 9A	Under Schedule 32	<u>-5.9250 ¢ per kWh</u>

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket Advice No. 15-035-6119-09

FILED: February 25, 2016 May 9, 2019



First Second Revision of Sheet No. 73.1 Canceling Original First Revision of Sheet No. 73.1

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

MONTHLY BILL: The Monthly Bill shall be the kWh associated with the number of Subscriberthe volume of kWh Solar Energy Blocks that the Customer has agreed to purchase applied against the above Charges. The Monthly Bill is in addition to all other charges contained in Customer's applicable tariff schedule, with adjustments to the charges in the Customer's applicable tariff schedule as set forth in the Special Conditions section of this schedule.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in <u>Docket Advice</u> No. <u>15-035-61</u>19-09

FILED: February 25, 2016 May 9, 2019



First <u>Second</u> Revision of Sheet No. 73.2 Canceling <u>Original First Revision of</u> Sheet No. 73.2

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

SPECIAL CONDITIONS:

- 1. After subscribing, customers will remain subscribed to the program until they cancel. Customers subscribing to amounts equal to or greater than 2,000 kW may negotiate specific subscription durations to be established as part of their electric service agreement.
- 2. Customers under Schedules 1, 2, 3 and 23 can subscribe <u>up</u> to as many blocks as they want, but their subscription cannot exceed 100% of their usage for the prior 12 months (on a kWh basis). Customers can subscribe to at least one block, regardless of usage, if they meet all other eligibility requirements.
- 3. Customers under Schedules 6, 6A, and 6B, 8, 9 and 9A can subscribe to as many blocks as they want, but their subscription cannot exceed the lower of their usage for the prior 12 months or 2,000 kW. Customer can subscribe to at least one block, regardless of usage, if they meet all other eligibility requirements.
- 4. If a customer cancels a subscription, the subscribed amount will be added to the available program capacity. Cancelation shall be effective at the end of the billing period in which the request is made.
- 5. Customers may transfer their subscriptions to other locations in the Company's Utah service territory if they move (provided they stay on the same rate schedule and account remains under the same customer name).
- 6. Customers can cancel their subscription within 30 days of signing up with no penalty/cancelation fee.
- 7. Subscribers may pay a cancelation fee if they cancel within three years of subscribing. For the block option, tThe cancelation fee will equal up to \$50 per block. After subscribing for three years, no cancelation fees will apply. Subscribers that participate in the 100% solar option may pay a cancellation fee up to \$100. Customers with subscription amounts equal to or greater than 2,000 kW must provide notice six months in advance of termination or must pay the solar block charge for up to six months.
- 8. The Company may not accept enrollments for accounts that have a time-payment agreement in effect, or have received two or more disconnect notices, or have been disconnected for non-payment within the last 12 months.
- 9. The Company will retain ownership of the Renewable Energy Credits (RECs) and all other environmental attributes including but not limited to carbon emission reduction credits, which will be retired by the Company on behalf of subscribers. Customers may request to have RECs deposited in their own Western Renewable Energy Generation Information System account at their own expense.

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Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. 17-06 Docket No. 17-035-T0619-09



First Second Revision of Sheet No. 73.2 Canceling Original First Revision of Sheet No. 73.2

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

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Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. 17-06 Docket No. 17-035-T0619-09

FILED: April 25, 2017 May 9, 2019



ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

- 10. The Solar Block Generation Charge will be fixed for the duration of the Subscriber Contract. The Solar Block Delivery Charge will adjust over time consistent with changes in non-generation related costs (e.g., transmission, distribution, and customer service costs) approved for recovery in rates.
- 11. Customers under Schedules 6, 6A and 6B who have interval meters and customers under Schedules 8, 9 and 9A who participate in the program will be on Schedule 32 and will not be subject to a separate Solar Block Delivery Charge to the extent non-generation related delivery costs are captured in Schedule 32. Customers under Schedules 6, 6A and 6B who do not have interval meters will remain on the applicable service schedules and will not be subject to a separate Solar Block Delivery Charge to the extent non-generation related delivery costs are captured in the Facilities Charge, Demand Charge, or some other applicable charge in those Schedules.
- 12. <u>BLOCK SUBSCRIPTIONS:</u> For Schedules 1, 2, 3 and 23 and Schedules 6, 6A and 6B (no interval meter), the kWh from the Subscriber Solar Energy Block(s) will be applied to the actual electricity usage each month, resulting in a reduced amount of kWh to be billed under the customer's applicable service rate schedule. Electricity used in excess of the purchased solar energy kWh will be billed consistent with the Customer's regular electricity service rate schedule. If electricity usage is below the amount covered by the solar energy block(s), then the excess solar energy block kWh will be rolled forward and credited against the Customer's usage in the following month. The Customer will still be responsible for the full Solar Energy Block Charges each month.
- 13. On the monthly billing following the anniversary date of the customer's subscriber solar contract, any excess banked solar energy block kWh will be valued at the then-current Schedule 37 avoided cost rate for the applicable time period and donated to the Low Income Program and the balance will reset to zero.
- <u>14.100% USAGE SUBSCRIPTIONS:</u> For Schedules 1, 3 and 23 where customer has subscribed to 100% Solar Option, all kWh energy charges each month will be billed consistent with the Subscriber Solar rate as published in this schedule.
- 13. For Schedules 8, 9 and 9A and Schedules 6, 6A and 6B (with interval meter), charges will be determined under Schedule No. 32. The kWh from the Subscriber Solar Energy Blocks will be netted against the customer's metered usage on a fifteen (15) minute basis. Excess solar energy block kWh in any given fifteen (15) minute period cannot be rolled to future periods. If there are more solar energy kWh than customer load in any given 15 minute period, the customer's load will be set to zero for that fifteen (15) minute period; and the amount of solar energy kWh that exceeds the load (prior to setting the load to zero) will be

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Issued by authority of Report and Order of the Public Service Commission of Utah in Docket Advice No. 15-035-6119-09

FILED: October 26, 2015 May 9, 2019



<u>First Revision of Sheet No. 73.3</u> <u>**Canceling**</u>Original Sheet No. 73.3

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

credited to the customer at the then-current Schedule 37 avoided cost rate for the applicable time period.

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Issued by authority of Report and Order of the Public Service Commission of Utah in <u>Docket-Advice</u> No. <u>15-035-61</u>19-09

FILED: October 26, 2015 May 9, 2019



First-Second Revision of Sheet No. 73.4 Canceling Original First Revision of Sheet No. 73.4

P.S.C.U. No. 50

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

- 15. Except for the Energy Balancing Account ("EBA") adjustment rate schedule, as described in this paragraph, all contracted Subscriber Solar Energy Block kWh and associated charges in a billing month will be included in the calculation of any adjustment rate schedules contained in a Customer's applicable tariff schedule. The EBA adjustment rate schedule will apply to all contracted Subscriber Solar Energy Block kWh and associated charges for the twelve (12) months immediately following the date upon which the Subscriber Solar Program solar resource begins commercial operation. Thereafter, the EBA adjustment rate schedule will continue to apply only to energy billed under the customer's applicable service rate schedule that is not purchased through the Subscriber Solar Program.
- 16. Customers being served under this schedule may not participate in Net Metering or Transition Program for Customer Generators.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. $\frac{17-1619}{09}$



ROCKY MOUNTAIN POWER

ELECTRIC SERVICE SCHEDULE NO. 73

STATE OF UTAH

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SUBSCRIBER SOLAR ENERGY FULL COVERAGE OPTION: Customers can purchase variable blocks of capacity (and associated energy) in the Subscriber Solar Program resource: For Schedules 1, 3 and 23, the block of capacity will be assigned a variable amount of energy equal to 100% of their total usage per month, reconciled on an annual basis. The full coverage option is not available for Schedules 6, 6A or 6B.

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Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. 19-09



Second Revision of Sheet No. 73.2 Canceling First Revision of Sheet No. 73.2

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

SPECIAL CONDITIONS:

- 1. After subscribing, customers will remain subscribed to the program until they cancel. Customers subscribing to amounts equal to or greater than 2,000 kW may negotiate specific subscription durations to be established as part of their electric service agreement.
- 2. Customers under Schedules 1, 3 and 23 can subscribe up to 100% of their usage for the prior 12 months (on a kWh basis). Customers can subscribe to at least one block, regardless of usage, if they meet all other eligibility requirements.
- 3. Customers under Schedules 6, 6A, and 6B, can subscribe to as many blocks as they want, but their subscription cannot exceed the lower of their usage for the prior 12 months or 2,000 kW. Customer can subscribe to at least one block, regardless of usage, if they meet all other eligibility requirements.
- 4. If a customer cancels a subscription, the subscribed amount will be added to the available program capacity. Cancelation shall be effective at the end of the billing period in which the request is made.
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- 8. The Company may not accept enrollments for accounts that have a time-payment agreement in effect, or have received two or more disconnect notices, or have been disconnected for non-payment within the last 12 months.
- 9. The Company will retain ownership of the Renewable Energy Credits (RECs) and all other environmental attributes including but not limited to carbon emission reduction credits, which will be retired by the Company on behalf of subscribers. Customers may request to have RECs deposited in their own Western Renewable Energy Generation Information System account at their own expense.

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Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. 19-09



ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

- 10. The Solar Block Generation Charge will be fixed for the duration of the Subscriber Contract. The Solar Block Delivery Charge will adjust over time consistent with changes in non-generation related costs (e.g., transmission, distribution, and customer service costs) approved for recovery in rates.
- 11. Customers under Schedules 6, 6A and 6B who have interval meters who participate in the program will be on Schedule 32 and will not be subject to a separate Solar Block Delivery Charge to the extent non-generation related delivery costs are captured in Schedule 32. Customers under Schedules 6, 6A and 6B who do not have interval meters will remain on the applicable service schedules and will not be subject to a separate Solar Block Delivery Charge to the extent non-generation related delivery costs are captured in the Facilities Charge to the extent non-generation related delivery costs are captured in the Facilities Charge, Demand Charge, or some other applicable charge in those Schedules.
- 12. BLOCK SUBSCRIPTIONS: For Schedules 1, 3 and 23 and Schedules 6, 6A and 6B (no interval meter), the kWh from the Subscriber Solar Energy Block(s) will be applied to the actual electricity usage each month, resulting in a reduced amount of kWh to be billed under the customer's applicable service rate schedule. Electricity used in excess of the purchased solar energy kWh will be billed consistent with the Customer's regular electricity service rate schedule. If electricity usage is below the amount covered by the solar energy block(s), then the excess solar energy block kWh will be rolled forward and credited against the Customer's usage in the following month. The Customer will still be responsible for the full Solar Energy Block Charges each month.
- 13. On the monthly billing following the anniversary date of the customer's subscriber solar contract, any excess banked solar energy block kWh will be valued at the then-current Schedule 37 avoided cost rate for the applicable time period and donated to the Low Income Program and the balance will reset to zero.
- 14. 100% USAGE SUBSCRIPTIONS: For Schedules 1, 3 and 23 where customer has subscribed to 100% Solar Option, all kWh energy charges each month will be billed consistent with the Subscriber Solar rate as published in this schedule.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. 19-09



ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

- 15. Except for the Energy Balancing Account ("EBA") adjustment rate schedule, as described in this paragraph, all contracted Subscriber Solar Energy kWh and associated charges in a billing month will be included in the calculation of any adjustment rate schedules contained in a Customer's applicable tariff schedule. The EBA adjustment rate schedule will apply to all contracted Subscriber Solar Energy kWh and associated charges for the twelve (12) months immediately following the date upon which the Subscriber Solar Program solar resource begins commercial operation. Thereafter, the EBA adjustment rate schedule will continue to apply only to energy billed under the customer's applicable service rate schedule that is not purchased through the Subscriber Solar Program.
- 16. Customers being served under this schedule may not participate in Net Metering or Transition Program for Customer Generators.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. 19-09

Confidential Exhibit B

THIS EXHIBIT IS CONFIDENTIAL IN ITS ENTIRETY AND IS PROVIDED UNDER SEPARATE COVER

CONFIDENTIAL INFORMATION CERTIFICATE

IN DOCKET NO. 19-035-T08

I have reviewed the Public Service Commission of Utah Rule R746-1-603 and/or the Protective Order entered by the Public Service Commission of Utah in Docket No. 19-035-T08 with respect to the review and use of confidential information and agree to comply with the terms and conditions of the rule and/or Protective Order.

Signature

Name (Type or Print)

Employer or Firm

Business Address

Party Represented

Date Signed

CERTIFICATE OF SERVICE

Advice No. 19-09 Docket No. 19-035-T08

I hereby certify that on May 9, 2019, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services

mbeck@utah.gov

Division of Public Utilities

Michele Beck

dpudatarequest@utah.gov

Rocky Mountain Power

Data Request Response Center Michael Snow Jana Saba datarequest@pacificorp.com michael.snow@pacificorp.com jana.saba@pacificorp.com utahdockets@pacificorp.com

Javan

Katie Savarin Coordinator, Regulatory Operations