

October 25, 2019

VIA ELECTRONIC FILING

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

Attention: Gary Widerburg
Commission Secretary

Re: **Reply Comments**
In the Matter of Rocky Mountain Power's Proposed Changes to Schedule 73,
Subscriber Solar Program Rider Optional
Docket No. 19-035-T08

On October 3, 2019, the Public Service Commission of Utah (“Commission”) issued a Scheduling Order in the above referenced matter, allowing parties to file a second round of comments and reply comments by October 16 and 25, 2019, respectively. The Division of Public Utilities, Office of Consumer Services (“OCS”), and Utah Clean Energy (“UCE”) filed comments May 16, 2019. Rocky Mountain Power (the “Company”) provides these reply comments in response to comments filed by the aforementioned parties.

The DPU, OCS, and UAE comments concluded the Company’s proposal to be in the public interest and support approval, with additional recommendations, including the following:

- Report the number of customers who switch to the full coverage option and the number of new customers who enroll in the Full Coverage Option;
- Base the cancellation fee for the Full Coverage Option on a calculation of the equivalent number of blocks;
- Place customers at the bottom of the wait list requesting to move from the Block Option to the Full Coverage Option;
- Notify the Commission if issues arise regarding over-subscription and propose modifications to alleviate the problem; and
- Modify the tariff as described in OCS’ comments;

The Company is agreeable to the additional recommendations from party comments listed above. Attached hereto as Exhibit A are updated tariff sheets to reflect the modifications requested by the OCS. The OCS also made a request that the Company conduct an informal quarterly meeting to provide updates regarding the Full Coverage Option. The Company discussed this request with the OCS and in lieu of quarterly meetings, the Company will provide an informal periodic report to stakeholders once the Full Coverage Option has been implemented. Notwithstanding, stakeholders may still request a meeting be held to discuss or update these reports at any time. The purpose of

the periodic reports will be to monitor how the Full Coverage Option is impacting the Subscriber Solar Program, and will stop being provided upon mutual agreement with stakeholders. The Company anticipates that providing these reports for the first year after the Full Coverage Option has been implemented will be sufficient.

Lastly, as mentioned in the Company's Advice No. 19-09 filed May 9, 2019 in this docket, a billing system update will need to be completed before the Full Coverage Option can be implemented. The Company still requests approval for these changes to be effective January 1, 2020, however this option will not be made available to customers until after the billing system update has occurred, which is expected to be sometime during 2020 after approval has been granted. The Company will keep stakeholders informed as to the progress of the billing system update.

Sincerely,

A handwritten signature in blue ink that reads "Michael S. Snow". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael S. Snow
Manager, Regulatory Affairs

Exhibit A



P.S.C.U. No. 50

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

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 OPTION: 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: For Schedules 1, 3 and 23, participating customers will be assigned variable amounts 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 2, 6, 6A, 6B, 8, 9 or 9A.

SOLAR ENERGY ~~BLOCK~~ CHARGES:

<u>Schedule</u>	<u>Solar Block Delivery Charge</u>	<u>Solar Block Generation Charge</u>
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	5.9250 ¢ per kWh

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. ~~15-035-~~
~~6419-035-T08~~

FILED: ~~February 25, 2016~~October 25, 2019

EFFECTIVE: ~~March 28, 2016~~January 1, 2020

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

MONTHLY BILL: The Monthly Bill shall be ~~the kWh associated with the number of Subscriber~~ the 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 Docket No. ~~15-035-6+19-035-T08~~

FILED: ~~February 25, 2016~~ October 25, 2019

EFFECTIVE: ~~March 28, 2016~~ January 1, 2020

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

MONTHLY BILL: The Monthly Bill shall be the volume of kWh Solar Energy 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.

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 up 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, 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. Cancellation 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/cancellation fee.
7. Subscribers may pay a cancellation fee if they cancel within three years of subscribing. For the block option, the cancellation fee will equal up to \$50 per block. Subscribers that participate in the Full Coverage solar option may pay a cancellation fee based on their prior 12 month kWh subscribed usage equivalent to the comparable annualized block subscription. After subscribing for three years, no cancellation fees will apply. 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.

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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-T06~~ 19-035-T08

FILED: ~~April 25, 2017~~ October 25, 2019

EFFECTIVE: ~~April 27, 2017~~ January 1, 2020

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

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-T06~~19-035-T08

FILED: ~~April 25, 2017~~October 25, 2019

EFFECTIVE: ~~April 27, 2017~~January 1, 2020

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

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.

~~9.~~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.

~~10.~~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. BLOCK SUBSCRIPTIONS: 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. 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.

~~11.~~13. FULL COVERAGE OPTION USAGE SUBSCRIPTIONS: For Schedules 1, 3 and 23 where customer has subscribed to Full Coverage Solar Option, all kWh energy charges each month will be billed consistent with the Subscriber Solar rate as published in this schedule.

~~12.~~14. 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

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Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. ~~15-035-6119-~~
035-T08

FILED: ~~October 26, 2015~~October 25, 2019

EFFECTIVE: ~~October 21, 2015~~January 1, 2020

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

energy kWh that exceeds the load (prior to setting the load to zero) will be 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 Docket No. ~~15-035-619-~~
~~035-T08~~

FILED: ~~October 26, 2015~~October 25, 2019

EFFECTIVE: ~~October 21, 2015~~January 1, 2020

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ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

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13. **FULL COVERAGE OPTION USAGE SUBSCRIPTIONS:** For Schedules 1, 3 and 23 where customer has subscribed to Full Coverage Solar Option, all kWh energy charges each month will be billed consistent with the Subscriber Solar rate as published in this schedule.
14. 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 credited to the customer at the then-current Schedule 37 avoided cost rate for the applicable time period.

(continued)

CERTIFICATE OF SERVICE

Docket No. 19-035-T08

I hereby certify that on October 25, 2019, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services


Michele Beck mbeck@utah.gov

Division of Public Utilities

Bob Davis radavis@utah.gov
dpudatarequest@utah.gov

Rocky Mountain Power

Data Request Response Center datarequest@pacificorp.com
Michael Snow michael.snow@pacificorp.com
Jana Saba jana.saba@pacificorp.com
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Katie Savarin
Coordinator, Regulatory Operations