D. Matthew Moscon (6947) Stoel Rives, LLP 201 South Main Street, Suite 1100 Salt Lake City, Utah 84111 Telephone: 801 578-6929 Email: Matt.Moscon@stoel.com

Attorneys for Pacificorp

## **BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

IN THE MATTER OF THE INVESTIGATION ) OF THE COSTS AND BENEFITS OF ) PACIFICORP'S NET METERING PROGRAM )

Docket No. 14-035-114

## **STIPULATION**

)

This Stipulation ("*Stipulation*") is entered into in Docket No. 14-035-114 by and between PacifiCorp dba Rocky Mountain Power (the "*Company*") and Vivint Solar, Inc. ("*Vivint Solar*"), who shall be collectively referred to herein as the "*Parties*" and individually as a "*Party*".

## BACKGROUND

1. On August 10, 2017, the Company filed a Motion for Leave to File Supplemental Surrebuttal Testimony of Gary Hoogeveen ("*Motion for Leave*").

2. On August 10, 2017, the Public Service Commission of Utah (the "*Commission*") issued a notice stating that it would consider the Company's Motion for Leave at the beginning of the hearing on the merits which was then scheduled to begin on August 14, 2017.

3. On August 11, 2017, and based on a request from all parties to the docket in light of progressing settlement discussions, the Commission stayed the August 14, 2017 hearing until the week of September 18.

4. On August 14, 2017, the Commission issued a notice stating that, as a result of the hearing being stayed, the Commission would accept briefing on the Motion for Leave on or before August 24, 2017 with reply briefs due on or before August 31, 2017.

5. Absent this stipulation, Vivint Solar would intend to oppose the Motion for Leave.

## STIPULATION TERMS

For purposes of this Stipulation, the Parties agree as follows:

6. The Company withdraws its Motion for Leave at this time without prejudice.

7. The Company may refile its Motion for Leave or may introduce the testimony contained in the Supplemental Surrebuttal Testimony of Gary Hoogeveen (the "*Hoogeveen Testimony*") through live testimony at any subsequent hearing in this docket in the event that (i) any settlement stipulation executed by the Parties is not approved by the Commission, or (ii) the Parties fail to mutually execute a settlement stipulation. Upon the occurrence of either event, Vivint Solar agrees to not object to the refiling of the Motion for Leave or introduction of the Hoogeveen Testimony.

8. If the Company refiles its Motion for Leave or introduces the Hoogeveen Testimony through live testimony in this docket, then Vivint Solar may respond.

DATED this 24th day of August, 2017.

ROCKY MOUNTAIN POWER	VIVINT SOLAR, INC.
/s/ D. Matthew Moscon	<u>/s/ Stephen F. Mecham</u>