

**In the Matter Of:**

In Re: RMP - Net Metering Program

**HEARING, DOCKET NO. 14-035-114**

*September 18, 2017*

*Job Number: 412750*

1 BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

2

3 IN THE MATTER OF THE  
4 INVESTIGATION OF THE COSTS AND  
5 BENEFITS OF PACIFICORP'S NET  
6 METERING PROGRAM

Docket No. 14-035-114

7

8

HEARING PROCEEDINGS

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TAKEN AT: Utah Public Service Commission  
10 4th Floor  
11 160 East 300 South  
12 Salt Lake City, Utah 84114

13

14 DATE: Monday, September 18, 2017

15 TIME: 9:00 a.m.

16 REPORTER: Mary R. Honigman, R.P.R.

17 Job No. 412750

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21 ALSO PRESENT VIA TELEPHONE:

22 Neal Townsend  
23 Rick Gilliam  
24 Daniel Mach

25

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1 PROCEEDINGS

2 COMMISSIONER LEVAR: Good morning.  
3 We're here in Public Service Commission  
4 Docket No. 14-035-114, the Investigation of the  
5 Costs and Benefits of PacifiCorp's Net Metering  
6 Program.

7 Before we take appearances, I'll just  
8 note we have one preliminary matter. We have two  
9 parties who have requested to have witnesses  
10 participate by telephone; one has already been  
11 granted by the Commission, Neal Townsend from the  
12 UAE. We also have a request that Witness Rick  
13 Gilliam participate by telephone. We note that  
14 Commission approval of telephonic witnesses should  
15 be the exception rather than the rule. There is  
16 some potential for the prejudice of parties subject  
17 to cross-examination.

18 Today, because there has been such a  
19 broad waiver of cross-examination, we have already  
20 granted the motion for UAE for Witness Neal  
21 Townsend, and we also grant that same motion for  
22 Rick Gilliam, on behalf of Vivint Solar. So with  
23 that we will move to appearances.

24 MR. MOSCON: Matt Moscon on behalf of  
25 Rocky Mountain Power.

1                   COMMISSIONER LEVAR: Excuse me. As  
2 you're making appearances, also let me know if you  
3 have a witness to testify on behalf of the  
4 stipulation and name that witness so I can keep  
5 track of that.

6                   MR. MOSCON: Yes. The power company  
7 has one witness to introduce for the stipulation of  
8 the Commission and that is Ms. Joelle Steward.

9                   COMMISSIONER LEVAR: Thank you. I'll  
10 go to the Division of Public Utilities.

11                  MR. JETTER: Good morning. I'm  
12 Justin Jetter with the Utah Attorney General's  
13 Office, and I'm here this morning representing the  
14 Utah Division of Public Utilities. The Division  
15 does not intend to put a witness on this morning.  
16 However, the Division does have Chris Parker, the  
17 director of the Division of Public Utilities here  
18 today if it becomes necessary to answer any  
19 questions. Thank you.

20                  COMMISSIONER LEVAR: Thank you. The  
21 Office of Consumer Services?

22                  MR. MOORE: Robert Moore of the Utah  
23 Attorney General's Office representing the Office of  
24 Consumer Services. With me at counsel table is  
25 Michele Beck, director of the Office of Consumer



1 Services. She will be providing a statement in  
2 support of the stipulation.

3 COMMISSIONER LEVAR: Thank you. I  
4 think we'll just kind of go around in the order  
5 people are sitting at the tables. We'll start with  
6 you, Ms. Smith.

7 MS. SMITH: Amanda Smith representing  
8 Utah Solar Energy Association. We will be having  
9 Ryan Evans, the president of Utah Solar Energy  
10 Association making a statement in support of the  
11 stipulation today.

12 COMMISSIONER LEVAR: Okay. Thank  
13 you. Make sure your microphones are on for the sake  
14 of the court reporter. And we're also streaming, so  
15 that makes a difference on streaming. Thank you.

16 MR. ANTCZAK: Val Antczak appearing  
17 on behalf of the Sierra Club. Antczak is  
18 A-n-t-c-z-a-k. I already gave the reporter that  
19 spelling. Thank you. I will not have a witness.

20 MR. MECHAM: Good morning.  
21 Steve Mecham representing Vivint Solar. We do not  
22 intend to present a witness, but we would have one  
23 available if there are questions.

24 COMMISSIONER LEVAR: Thank you.

25 MR. THOMAS: Dave Thomas on behalf of

1 Summit County. We do not have a witness.

2 MR. CULLEY: Good morning. Thad  
3 Culley on behalf of Sunrun and Energy Freedom  
4 Coalition of America. We do not have a witness or a  
5 statement to make. Thank you.

6 COMMISSIONER LEVAR: Thank you.  
7 Ms. Hayes?

8 MS. HAYES: Good morning.  
9 Sophie Hayes on behalf of Utah Clean Energy. Utah  
10 Clean Energy has Sarah Wright, the executive  
11 director of Utah Clean Energy here to make a  
12 statement in support of the stipulation.

13 COMMISSIONER LEVAR: Thank you.

14 MS. GARDNER: Good morning.  
15 Jennifer Gardner on behalf of Western Resource  
16 Advocates. We do have a witness here this morning,  
17 Steven S. Michel, and he will be providing testimony  
18 in opposition to the settlement.

19 COMMISSIONER LEVAR: Thank you.

20 MR. RUSSELL: Good morning.  
21 Phillip Russell on behalf of the Utah Association of  
22 Energy Users. We do have one witness appearing by  
23 telephone, Neal Townsend. And I want to take this  
24 opportunity to thank the Commission for its  
25 accommodation in allowing Mr. Townsend to appear by

1 telephone.

2 COMMISSIONER LEVAR: Anyone else in  
3 the room that didn't get a chance to sit up at the  
4 front that needs to make an appearance?

5 MR. POULSON: Tyler Poulson with Salt  
6 Lake City Corporation, and we don't have a witness  
7 and don't intend to make a statement. Thanks.

8 MR. DALEY: Tom Daley on behalf of  
9 Park City. No statement, no witness. Thanks.

10 COMMISSIONER LEVAR: Thank you. Any  
11 other preliminary matters before we go to Mr. Moscon  
12 and Ms. Steward? Doesn't look like we have any.

13 MR. MOSCON: If it pleases the  
14 Commission, one preliminary matter is that the  
15 parties have spoken -- and I believe I reached  
16 everyone, I apologize if I haven't -- but I think  
17 there is a general agreement that before we put on  
18 Ms. Steward to introduce the settlement stipulation,  
19 the parties have agreed that all of the prefiled  
20 testimony pertaining to the compliance filing  
21 forward could and should be received onto the  
22 record. So I don't know if it's appropriate for the  
23 Commission to do that now at this time, but that is  
24 a preliminary matter that the parties have  
25 discussed.

1 COMMISSIONER LEVAR: Okay. Do you  
2 want to make that motion?

3 MR. MOSCON: Yes. I also move.

4 COMMISSIONER LEVAR: For all  
5 testimony from all intervenors in this docket?

6 MR. MOSCON: For all the parties who  
7 have filed prefiled testimony from the date of the  
8 compliance filing forward.

9 COMMISSIONER LEVAR: Does any party  
10 have any objection to that motion? Please indicate  
11 to me if you do. Ms. Gardner?

12 MS. GARDNER: No objection, I just  
13 want to clarify that that motion will also cover --  
14 and I believe it does -- but it will also cover any  
15 testimony filed in opposition to the settlement  
16 agreement.

17 COMMISSIONER LEVAR: Let me ask,  
18 Mr. Moscon, if you intend to include that in your  
19 motion?

20 MR. MOSCON: We don't object to that  
21 testimony coming in, so we may as well do that at  
22 this point as well.

23 COMMISSIONER LEVAR: So the motion is  
24 amended to include all testimony filed after the  
25 stipulation. Is there any objection from anybody in

1 the room? Please let me know if you have an  
2 objection. And I'm not seeing any so that motion  
3 will be granted.

4 Let me just ask the parties then,  
5 does anyone intend to cross-examine any of the  
6 witnesses that will be speaking for or against the  
7 stipulation today? Please let me know if you have  
8 any desire to conduct cross-examination. I'm not  
9 seeing any, so it might make sense to let all the  
10 witnesses present their statements and then if we  
11 have questions from the Commission, we could deal  
12 with those as a panel after every witness has  
13 spoken. Is there any objection to moving forward  
14 that way? I'm not seeing any objection from the  
15 room, so we'll go to Mr. Moscon and Ms. Steward.

16 MR. MOSCON: Thank you. The Company  
17 calls Ms. Joelle Steward.

18 COMMISSIONER LEVAR: And if you would  
19 like to just -- well, we don't have room for  
20 everybody at the table, so we could keep you here at  
21 the table or bring you to the witness stand. I  
22 don't know that we have any preference, but since  
23 there's not room at the tables for all of the  
24 witnesses, maybe we should use the witness stand.

25 MR. MOSCON: While she's approaching

1 the stand, I intend to ask Ms. Steward questions  
2 that both provide a high-level discussion of the  
3 settlement stipulation, as well as some brief  
4 comments or responses to the opposition that's been  
5 filed. My questions will identify certain, you  
6 know, topics in the stipulation. I have hard copies  
7 if any commissioner needs one. I know that the  
8 stipulation was previously filed, but if anyone  
9 would need an additional copy --

10 COMMISSIONER LEVAR: Thank you.

11 JOELLE STEWARD,

12 having been first duly sworn to tell the truth, was  
13 examined and testified as follows:

14 BY MR. MOSCON:

15 Q Good morning, Ms. Steward. Would you  
16 please state your name and position with the Company  
17 for the record.

18 A Yes. It's Joelle Steward, and I'm the  
19 director of rates and regulatory affairs for Rocky  
20 Mountain Power.

21 Q How long have you worked for the Company?

22 A Ten years.

23 Q Have you previously testified before this  
24 Commission?

25 A Yes.

1           **Q     Did you file testimony in this docket**  
2 **pertaining to the Company's proposed net metering**  
3 **case?**

4           A     Yes. I filed direct rebuttal and  
5 surrebuttal testimony in this proceeding.

6           **Q     Has the Company reached a resolution with**  
7 **any of the parties pertaining to its filing?**

8           A     Yes. The Company has reached a resolution  
9 for the current proceeding with many of the parties  
10 in this proceeding. The signatories to the  
11 stipulation represent a diverse group of  
12 stakeholders. In addition to Rocky Mountain Power,  
13 the signatories include: The Division of Public  
14 Utilities; the Office of Consumer Services; Vivint  
15 Solar; Auric Solar; Legend Solar; Intermountain Wind  
16 and Solar; Utah Solar Energy Association; Salt Lake  
17 City; Summit County; Utah Clean Energy; HEAL Utah;  
18 Utah Citizens Advocating Renewable Energy; and, most  
19 recently, Park City.

20           **Q     Would you please provide a brief overview**  
21 **of the settlement stipulation to the Commission?**

22           A     Yes. The settlement stipulation  
23 establishes a transition and path forward to a new  
24 model for supporting customer generation.

25                     To accomplish this, first, the stipulation

1 lowers the cap on the net metering program with  
2 applications to be accepted by November 15, 2017.  
3 Next, it creates a transition program that  
4 eliminates monthly netting and monthly kilowatt hour  
5 netting and banking, and instead uses fixed credit  
6 rates to compensate energy that gets exported to the  
7 grid. The stipulation provides that the Company  
8 will recover these energy purchase payments to  
9 customers through the energy balancing account or  
10 other pass-through mechanism.

11 Third, the parties agree that a new  
12 proceeding should be opened to determine how future  
13 export credit rates will be set. In order to  
14 provide certainty for customers, the industry, and  
15 stakeholders, the stipulation includes  
16 grandfathering provisions for the current net  
17 metering program and the new export credit rates  
18 during the transition program.

19 Customers on the current net metering  
20 program will be able to remain on the program as is  
21 through 2035. Customers on the transition program  
22 will have certainty regarding their export credit  
23 rate through 2032.

24 **Q Ms. Steward, do you have a copy of the**  
25 **settlement stipulation with you at the witness**



1 stand?

2 A Yes.

3 Q Could you please turn to page 3 of that  
4 stipulation?

5 A Yes.

6 Q And you'll see a section that begins,  
7 "Settlement Terms." I'd like to have you introduce  
8 a few of these terms for the Commission. The first  
9 subsection pertains to the current net metering  
10 program. Do you see that on page 3?

11 A Yes.

12 Q Please describe for the Commission the  
13 treatment of the current net metering program under  
14 the stipulation.

15 A Under the stipulation, the net metering  
16 program will be capped at the cumulative generating  
17 capacity of all customer generation systems for  
18 which applications have been submitted to the  
19 Company as of November 15, 2017. For the  
20 Commission's reference, as of September 13, we have  
21 installations totaling 192 megawatts in the net  
22 metering program with another 58 megawatts in  
23 pending applications.

24 Customers on the net metering program will  
25 be grandfathered into the program in its current

1 form through 2035. This means that current  
2 customers will remain on their otherwise applicable  
3 rate class with monthly netting and banking of  
4 excess energy. In order to be grandfathered into  
5 the program, new residential and small commercial  
6 applicants must complete interconnection of their  
7 system within 12 months. Other qualifying customers  
8 will have up to 18 months to complete their  
9 installations.

10 The grandfathered status will stay with  
11 the service location so it is transferable to new  
12 customers at the property. Certain exceptions to  
13 retaining grandfathered status are identified in the  
14 stipulation. After the grandfathering period, the  
15 net metering program customers will become subject  
16 to any class, rate, or rate structure then in effect  
17 that would otherwise apply.

18 **Q Thank you. Would you turn with me to page**  
19 **5 of the settlement stipulation. Do you see the**  
20 **section identified "Transition Program?"**

21 **A Yes.**

22 **Q Please describe for the Commission how the**  
23 **transition program works under the stipulation.**

24 **A The transition program begins on the day**  
25 **the net metering program ends, November 15, 2017,**

1 and it will end on either the date the transition  
2 program cap is reached or the date the Commission  
3 issues a final order in the export credit  
4 proceeding; whichever is earlier.

5           The cap for the transition program is 170  
6 megawatts for residential and small commercial  
7 customers on Schedule 23, and it's 70 megawatts for  
8 all other large, non-residential customers. The  
9 stipulation specifies that these caps will be  
10 measured as the cumulative nameplate capacity in  
11 direct current or DC.

12           The transition program provides a fixed  
13 credit rate for all power exported to the grid by  
14 customer generators. The customer's exports will be  
15 measured and netted against customer's usage in  
16 15-minute intervals. The 15-minute netting will  
17 have no precedential effect in the export credit  
18 proceeding. The export credit rates, which are in  
19 the table in paragraph 19 of the stipulation, are  
20 fixed for transition customers through 2032.

21           One exception exists in that if the Utah  
22 Renewable Energy System's maximum tax credit is less  
23 than \$1,600 for 2019 and 2020, the Company will make  
24 a compliance filing to modify the residential  
25 transition credit rate from 9.2 cents per kilowatt

1 hour to 9.4 cents per kilowatt hour.

2 The monetization of the export energy will  
3 apply as a bill credit against the power and energy  
4 charges of the customer's bill and will not apply  
5 against monthly customer charges or minimum bills.  
6 The excess credit values will carry over and apply  
7 against the power and energy charges in subsequent  
8 monthly bills.

9 At the end of the annualized billing  
10 period, which remains consistent with the net  
11 metering program, the value of remaining unused  
12 credits will be donated to the low-income program or  
13 for another use as determined by the Commission.  
14 This treatment provides an economic incentive for  
15 customers to not oversize their facilities.  
16 Transition customers will remain in their otherwise  
17 applicable rate class during the transition period,  
18 and parties agree not to advocate for any changes to  
19 rates, charges, or fees to transition customers that  
20 would not otherwise apply to the entire class.  
21 After 2032, transition customers will be subject to  
22 the otherwise applicable rate class, rate, or rate  
23 structure then in effect.

24 As with the grandfathered net metering  
25 system, customer installations in the transition

1 program will stay with the property so they are  
2 transferable to the new owners. But, again, certain  
3 exceptions to retaining eligibility will apply and  
4 are outlined in the stipulation, paragraph 16. If  
5 the transition program cap is reached before the  
6 Commission has issued a final order in the export  
7 proceeding, new customers completing an  
8 interconnection application will receive the  
9 applicable transition credit rates for exported  
10 power until the Commission issues an order, at which  
11 time, such customers will be subject to the terms of  
12 a new tariff as determined by the Commission. This  
13 provision provides some continuity so there isn't an  
14 abrupt end to the customer generation program.

15 This section also includes changes to the  
16 interconnection fees beginning with the transition  
17 program. Changes to these fees requires the waiver  
18 of the administrative rule 746-312-13. The fee  
19 changes include a new \$60 application fee for Level  
20 1, and increases to fees for Level 2 and Level 3  
21 interconnection.

22 In addition to the application fees,  
23 customers will pay a metering fee for the  
24 incremental cost of the new meters which will be  
25 refundable if not installed. The fees will be

1 re-evaluated in conjunction with the export credit  
2 proceeding.

3           Lastly, this section of the stipulation  
4 includes a request to waive the time periods for  
5 processing new interconnection requests for a period  
6 of up to 15 days after the close of the net metering  
7 program. This brief gap will allow the Company time  
8 to transition to the new program and provide an  
9 opportunity to get in place the new applications  
10 that we'll be receiving.

11           MR. MOSCON: Thank you, Ms. Steward.  
12 Could you forward to page 9 of the settlement  
13 stipulation? On the bottom of that page there's a  
14 section titled, "Export Credit Proceeding." Do you  
15 see that?

16           A     Yes.

17           **Q     Could you please describe for the**  
18 **Commission what is intended to be resolved in that**  
19 **docket?**

20           A     The export credit proceeding is intended  
21 to determine the compensation rate for exported  
22 power for future program customers, including for  
23 the net metering and transition customers after  
24 their grandfathering terms expire. The parties  
25 agree to support a procedural schedule that will

1 allow the proceeding to conclude no later than three  
2 years from when it is initiated. Paragraph 30  
3 broadly identifies the evidence that may be  
4 presented to address reasonably quantifiable costs  
5 or benefits or other considerations.

6 The parties intend the next proceeding to  
7 be a clean start and therefore agree that nothing in  
8 this docket will be precedential. The Company will  
9 file an application to initiate the proceeding after  
10 the Commission issues an order in this docket. The  
11 Company will also facilitate a workshop with  
12 stakeholders shortly thereafter in order to discuss  
13 the type and scope of data expected to be considered  
14 and necessary for determining the export rate.

15 We will also add provisions to the  
16 compliance tariffs in this proceeding that require  
17 randomly selected customers to allow the Company to  
18 install meters at the point of delivery or on the  
19 customer generation system for load research  
20 purposes.

21 Q Thank you. If you could, turn to page 11  
22 of the stipulation and find the section entitled,  
23 "Recovery of Export Credits." Let me know when you  
24 have found that.

25 A Yes, I'm there.

1           **Q     Would you describe for the Commission what**  
2 **terms the parties have settled on regarding export**  
3 **credits?**

4           A     This section in paragraph 32 explains how  
5 the Company will recover the export credits paid to  
6 transition customers. This provides that the  
7 Company will recover a hundred percent of the  
8 difference between the export credits and the market  
9 value of the exports adjusted for line losses  
10 through the energy balancing account or another  
11 pass-through mechanism.

12                     Exhibit A provides an illustrious example  
13 of the calculation. The methodology for calculating  
14 the amount for recovery of the export credits and  
15 the treatment of recovery may be addressed in the  
16 export credit proceeding for post-transition  
17 customers provided, however, that recovery may have  
18 been a hundred percent.

19           **Q     Thank you. On that same page there's a**  
20 **subheading entitled, "Legislative and Regulatory**  
21 **Stay-out." Would you please describe for the**  
22 **Commission what is intended in that section?**

23           A     The legislative and regulatory stay-out  
24 provisions represent a commitment by the signing  
25 parties to support the terms of the stipulation.



1 Specifically, the parties agree to support the terms  
2 of the stipulation for 30 months after the date the  
3 Commission issues an order in the export credit  
4 proceeding establishing a new compensation rate.  
5 The commitment applies to legislation, ballot  
6 measures, and regulatory actions.

7 Paragraph 35 requires that the parties  
8 work cooperatively to advance and support  
9 legislation that extends the solar tax credit at  
10 \$1,600 in 2019 and 2020. For a reference, \$1,600 is  
11 the amount effective for 2018. The paragraph also  
12 requires parties to support legislation to terminate  
13 the net metering program as it would apply to the  
14 Company consistent with the stipulation and  
15 grandfathering period agreed to.

16 **Q Finally, Ms. Steward, if you turn to**  
17 **page 13 of that document there is a heading,**  
18 **"Miscellaneous." What should the Commission**  
19 **understand about that portion of the agreement?**

20 **A** The "Miscellaneous" section identifies  
21 that the parties will work cooperatively to develop  
22 a communication plan for implementation of the  
23 stipulation and its terms. The parties will also  
24 work to create a Utah.gov website as an information  
25 source to explain net metering and customer

1 generation treatment. Additionally, the parties  
2 will work collaboratively to develop and implement  
3 consumer protections regulations. Lastly, the  
4 parties agree to meet in 2018 to discuss potential  
5 options for a low-income solar program.

6           **Q     Thank you, Ms. Steward. Would you please**  
7 **briefly describe the Company's view of the overall**  
8 **settlement and how as a whole it is just and**  
9 **reasonable and in the best interest of Utah's**  
10 **customers -- the Company's Utah customers?**

11           A     Yes. The Company prepared the analysis  
12 ordered by the Commission in its November 2015 order  
13 and made the compliance filing to initiate this  
14 phase of the proceeding because we perceived cost  
15 shifting to other customers. Through the course of  
16 this proceeding and through this settlement process,  
17 the Company became convinced that abrupt changes  
18 would have negative repercussions to our customers,  
19 the solar industry, and the state. Therefore, we  
20 worked cooperatively with parties to achieve this  
21 compromise.

22                   As with any compromise, there are elements  
23 of the agreement that some parties would not  
24 otherwise advocate. On balance, however, we support  
25 the stipulation and believe it is just and

1 reasonable and in the public interest for several  
2 reasons. For one, it puts a cap on runaway net  
3 metering and the cross-subsidies we perceive from  
4 that program model.

5 Second, with the grandfathering  
6 provisions, it creates certainty for net metering  
7 customers who have already made or are currently  
8 contemplating an investment in distributed  
9 generation with a reasonable period of time to  
10 obtain a return on that investment.

11 Third, it provides an important glide path  
12 to a new model to support customer generation with  
13 the transition program. Eliminating netting and  
14 banking -- kilowatt hour netting and banking -- in  
15 the new program paradigm and setting a separate  
16 export credit rate outside of retail rates creates  
17 more transparency and flexibility to adopt the  
18 export rate to market or value changes.

19 While the work is not yet done and there  
20 will likely continue to be a lively debate in the  
21 upcoming proceeding on the export credit, a fresh  
22 debate in light of the new program paradigm the  
23 parties have agreed to in this stipulation is  
24 reasonable and appropriate. In all, this  
25 stipulation achieves a fair and reasonable outcome

1 representing a diverse set of interests.

2 **Q Thank you, Ms. Steward. Did any parties**  
3 **file testimony in opposition of the stipulation?**

4 A Yes. Three parties: Western Resource  
5 Advocates, Utah Association of Energy Users, and  
6 Vote Solar filed testimony stating objections to  
7 certain aspects of the stipulation and, in some  
8 cases, proposing modifications.

9 **Q Okay. I'd like to turn your attention to**  
10 **the testimony filed by Mr. Steven Michel on behalf**  
11 **of the Western Resource Advocates that in part**  
12 **proposes a settlement stipulation. Have you read**  
13 **that testimony?**

14 A Yes.

15 **Q Could you please briefly describe for the**  
16 **Commission your understanding of the concerns raised**  
17 **by Mr. Michel in that testimony?**

18 A Mr. Michel makes four recommendations to  
19 address concerns by WRA. First, he argues that the  
20 measurement interval for netting should be hourly  
21 rather than on a 15-minute basis, because he states  
22 the 15-minute interval will be mind-boggling for a  
23 typical residential customer. Additionally, he  
24 expresses a concern that 15-minute intervals will  
25 become the status quo and have implications for

1 future time-of-use rates.

2 Second, he argues that recovery of export  
3 credits outside of a general rate case is  
4 inappropriate and criticizes Exhibit A to the  
5 stipulation as misleading.

6 Third, he recommends an additional  
7 proceeding to determine post-transition actions once  
8 75 percent of the transition program cap is reached.

9 Lastly, he asked the Commission to  
10 determine now that residential solar distributed  
11 generation customers should remain in the  
12 residential class.

13 **Q Please describe the Company's response to**  
14 **the concerns raised by Mr. Michel.**

15 A Mr. Michel's concerns are based on  
16 speculation with no reasonable evidence of support  
17 and should be rejected.

18 First, a 15-minute netting for the  
19 transition program was a key compromise by the  
20 parties. Mr. Michel's assertion that a residential  
21 customer can't understand what a 15-minute interval  
22 means is rather ridiculous. Mr. Michel provides no  
23 evidence that hourly is more appropriate from an  
24 economic or operational standpoint or evidence that  
25 there would be adverse impacts. The stipulation is

1 clear that 15-minute netting is non-precedential,  
2 but it is an important part of the overall package  
3 and should be retained.

4           Regarding his second recommendation,  
5 recovery of the export credit in the energy  
6 balancing account is reasonable outside of a general  
7 rate case as it is a purchase power expense. The  
8 EBA does not exclude new purchase power contracts  
9 entered into outside of general rate cases. This  
10 would defeat part of the purpose of the EBA which is  
11 to provide concurrent recovery of fuel and purchase  
12 power expenses.

13           Further, recovery of export credits is a  
14 straight pass-through; the amount being recovered  
15 equals the cost being incurred. Therefore, recovery  
16 through the EBA will not increase Company earnings.  
17 Finally, on this point, I would just note that  
18 calculations in Exhibit A are an illustrative  
19 example, not a forecast, as implied by Mr. Michel.

20           Third, Mr. Michel's recommendation that a  
21 new docket or proceeding should be opened once  
22 75 percent of the transition program cap is reached  
23 would be burdensome and probably duplicative of the  
24 export proceeding. The stipulation reflects a  
25 reasonable balance to allow for growth and customer

1 generation and the timing thought necessary to  
2 conduct the export proceeding. An additional  
3 intermediary proceeding is unnecessary.

4           Lastly, the Commission should dismiss  
5 Mr. Michel's recommendation that the Commission  
6 decide now that residential distributed generation  
7 customers should remain in the residential class.  
8 Making this predetermination is inappropriate in  
9 light of the settlement. And, in addition, no other  
10 customer has this kind of certainty as to what rate  
11 class may be developed or is applicable in the  
12 future.

13           **Q     Thank you. I'd like to turn your**  
14 **attention to the testimony filed by Neal Townsend on**  
15 **behalf of the Utah Association of Energy Users.**  
16 **Would you please describe your understanding of the**  
17 **objection raised by the UAE to the settlement**  
18 **stipulation?**

19           A     Mr. Townsend raises two concerns: the  
20 allocation of the export credit costs to customer  
21 classes in the energy balancing account and changes  
22 to the net metering program for Schedules 6 and 8.

23           **Q     Does the Company have a response to that**  
24 **objection?**

25           A     Yes. Mr. Townsend selectively

1 mischaracterizes the cost of service study he relies  
2 on for his concerns. For example, on line 94 of his  
3 testimony as well as elsewhere, he incorrectly  
4 asserts that under the current net metering program  
5 the costs and benefits remain solely with the  
6 affected class, when, in actuality, Exhibit RMM-1 --  
7 page 3 attached to Mr. Meredith's direct  
8 testimony -- shows in that analysis that at least  
9 20 percent of the net cost of the program is  
10 unallocated to a specific net metering customer  
11 class meaning that the impact and the overall rate  
12 pressure from the net metering program affects all  
13 customer classes including Schedule 9, Street  
14 Lighting, and Special Contracts that do not  
15 participate in the program.

16 He also makes an overstatement on line 122  
17 that the new residential rooftop solar program will  
18 result in benefits to the class in the form of a  
19 lower allocation. While the reduction in the  
20 behind-the-meter use of solar generation will  
21 potentially reduce allocations for the class, under  
22 the transition program the exported kilowatt hours  
23 will be tracked separately and will not be netted as  
24 reductions in billing or consumption units resulting  
25 in the class allocations actually being higher than



1 what they would have been under the net metering.  
2 His perceived benefit to a specific class actually  
3 becomes purchase power on the system under the new  
4 program.

5           Lastly, it is reasonable to make the same  
6 programmatic changes to Schedules 6 and 8 as to  
7 other distributed generation customers. The new  
8 program is a new paradigm to separate compensation  
9 for exported power for retail rates. Ultimately,  
10 this new paradigm will provide a more transparent  
11 and relevant price signal for customer generation  
12 than the retail rate. Therefore, it is reasonable  
13 and appropriate for all eligible customers to move  
14 to the new program design.

15           **Q     Thank you. Turning to Vote Solar's**  
16 **testimony, as put forward by Mr. Gilliam, could you**  
17 **summarize your understanding of his concerns as well**  
18 **as your response?**

19           A     Yes. He raises five concerns and  
20 recommends what he considers to be minor  
21 adjustments to the stipulation. I would note,  
22 however, that in light of the effort undertaken by  
23 the signing parties to reach this settlement, any  
24 adjustments would not be perceived as minor.

25           His first concern, like WRA, he disagrees

1 with the adoption of 15-minute netting for the  
2 transition program and if it remains in the  
3 settlement stipulation, seeks a Commission  
4 clarification on how it will be applied. Additional  
5 clarification is not necessary. The stipulation is  
6 clear in paragraph 24 where it states that the  
7 customer's usage and the export "will be measured  
8 and netted in 15-minute intervals."

9           Second, he recommends that data  
10 collection, in paragraph 29, needs to be clearly  
11 identified. It is also unnecessary for the  
12 Commission to require further clarification on this  
13 at this time. As I previously noted in paragraph  
14 29, the Company agrees to facilitate a workshop to  
15 discuss the type and scope of data collection for  
16 the export proceeding. His concerns should be  
17 raised and discussed with stakeholders at that time.

18           Third, he's concerned that paragraph 30  
19 does not set forth a process for parties to submit  
20 evidence on the appropriate study period for the  
21 export credit proceeding. Again, additional  
22 clarification is not necessary at this time. It  
23 should go without saying that in order for the  
24 Commission to determine an appropriate study period,  
25 it will need the development of an evidentiary

1 record. The specific process and schedule can be  
2 discussed by the parties at the scheduling  
3 conference for the export proceeding.

4 Fourth, he states a concern about recovery  
5 of the export credit amounts as described in  
6 paragraph 32. His concern and recommendation are  
7 not entirely clear to me, however, paragraph 32  
8 explicitly provides for recovery of a hundred  
9 percent of the export credits through a defined  
10 methodology for the transition program with the  
11 ability for parties to argue for a different  
12 methodology during the export credit proceeding for  
13 future recovery.

14 Lastly, he argues that the transition  
15 program caps improperly rely on a direct current, or  
16 DC rating, and recommends that for transparency the  
17 caps be expressed in alternating current, or AC  
18 terms, as well. In response, the stipulation is  
19 clear that the cap is set based on a DC value, and  
20 that is how the Company will track and report  
21 installations and applications in relation to the  
22 cap. Any additional transparency is not necessary.  
23 In fact, adding a requirement that the available  
24 capacity also be expressed in AC terms would  
25 actually add more confusion and be more

1 administratively complex because of the differences  
2 in inverter efficiencies required for conversion to  
3 AC.

4           Moreover, in the Commission's  
5 interconnection rules, generation capacity is  
6 defined as the nameplate capacity of the generation  
7 device, explicitly not including the effects of  
8 inefficiencies of power conversions. That's in rule  
9 746-312-2, Part 12. Therefore, Vote Solar's  
10 assertion that the current cap is expressed in AC is  
11 not necessarily correct.

12           **Q     Thank you. Do you have any final comments**  
13 **in response to the opposition and proposed**  
14 **modifications to the stipulation offered by the**  
15 **non-signing parties?**

16           A     Yes. Adopting any of the opposing  
17 positions or modifications proffered by WRA, UAE, or  
18 Vote Solar would compromise the integrity of the  
19 stipulation and the diligent effort undertaken by  
20 the signing parties to achieve this compromise. I  
21 cannot stress enough how hard it was to reach this  
22 agreement. The stipulation provides that any party  
23 may withdraw from the stipulation if there is any  
24 material change, and I ask the stipulation be  
25 approved as is without modification so that we can

1 move on.

2 **Q Ms. Steward, does that conclude your**  
3 **testimony in support of the settlement stipulation?**

4 A It does. I would like to say on behalf of  
5 the Company to the signing parties and all of the  
6 parties, we've spent a fair amount of time together  
7 this past summer, in particular. It's been a  
8 challenging effort, but we're very proud of where we  
9 are and where we're going and look forward for the  
10 most part to our ongoing discussions and work  
11 together.

12 MR. MOSCON: Thank you. Ms. Steward  
13 is available for any questions the Commission has.

14 COMMISSIONER LEVAR: Thank you. At  
15 the beginning of the hearing, I suggested we go  
16 through all the witnesses before Commission  
17 questions, but since we're using the witness stand,  
18 I think that might be cumbersome. So I think we'll  
19 just do Commission questions after each witness if  
20 there's no objection from my colleagues on that.  
21 Commissioner Clark, do you have any questions for  
22 Ms. Steward?

23 BY COMMISSIONER CLARK:

24 **Q Regarding 15-minute interval netting, you**  
25 **refer to the operational aspects of that. Could you**

1 give us some more detail on what is required from an  
2 equipment or operational perspective that is not  
3 currently required? Sorry. Let me repeat the  
4 question now that I have the mic on. My question  
5 addresses 15-minute interval netting, and I'm asking  
6 you to help us understand in more detail the  
7 operational aspects of that in relation to the  
8 current netting procedures.

9 A Well, with those 15-minute or hourly or  
10 anything other than the current treatment, it would  
11 require a profile meter in order to measure both the  
12 usage and the export on the same basis. Right now,  
13 the current meters are just a rolling cumulative;  
14 it's not timestamped. So the new meters require a  
15 timestamp.

16 Q And, operationally, is the process any  
17 different for a 15-minute interval as opposed to a  
18 one-hour interval?

19 A The process itself is not; the impacts  
20 would be.

21 COMMISSIONER CLARK: Thank you. That  
22 concludes my questions.

23 COMMISSIONER LEVAR: Commissioner  
24 White?

25 BY COMMISSIONER WHITE:

1           Q       This might be more appropriate after  
2 Mr. Townsend's testimony, but, rather than calling  
3 you back -- so is it the Company's position that  
4 they're opposed to the potential isolation in a  
5 separate account -- and I'm using the term of UAE,  
6 the above-market export credit cost -- would they be  
7 opposed to some type of isolation until that  
8 allocation determination could be addressed by the  
9 parties in the EBA docket in the future?

10           A       It's my understanding he's actually  
11 proposing an allocation in the EBA for these costs  
12 in this proceeding.

13                   COMMISSIONER WHITE: Okay. I'll just  
14 save it. Maybe I'll get further clarification after  
15 Mr. Townsend testifies. Thanks.

16 BY COMMISSIONER LEVAR:

17           Q       Let me just follow up on that issue a  
18 little bit. The stipulation provides that those  
19 costs would flow to the EBA or to some other  
20 mechanism as established by the Commission. As I  
21 read the stipulation, there's no discussion of rate  
22 spread. If those costs were put into a new  
23 subaccount within the EBA, would previous rate  
24 spread agreements that apply to the EBA necessarily  
25 apply to that new portion?

1           A       Well, the stipulation doesn't address that  
2 allocation. The EBA, of course, has its own  
3 allocation at the moment based on the last rate  
4 case. Other than that, that's the reality. I'm not  
5 sure how else to answer that question, but the  
6 parties did not agree on addressing an allocation in  
7 the EBA in this proceeding.

8           **Q       Just a few other minor questions. With**  
9 **respect to the revisions to Schedule 135 for the**  
10 **load research study, is it your anticipation that**  
11 **after the workshop Rocky Mountain Power will file a**  
12 **tariff filing with respect to that -- the needs for**  
13 **that load research study?**

14          A       Well, the changes in Schedule 135 -- what  
15 we anticipate is that with a Commission order  
16 adopting the stipulation, we will make a compliance  
17 filing. There are some changes, I think, to be made  
18 to Schedule 135 and then a new tariff for 136, which  
19 would be the new transition program. 135 will add  
20 language that requires participation if called upon  
21 on a randomly selected basis for the research study  
22 purposes. After a new export credit proceeding is  
23 initiated, we'll host a workshop, discuss data, work  
24 through that with parties, and potentially -- if the  
25 parties are in agreement -- file a new load research



1 study for the Commission's consideration for the  
2 export credit proceeding.

3 Q Thank you. That answers that question.  
4 The stipulation refers to, for transition customers,  
5 an annualized billing period. Now, the annualized  
6 billing period is defined in statute for net  
7 metering customers. Transitional customers are  
8 not -- they don't appear to be under that net  
9 metering statute. Is the same annualized billing  
10 period intended to apply that applies to the  
11 statutory net metering program?

12 A Yes, and it would go through the billing  
13 period ending March for all customers other than  
14 irrigation where it goes through October, and that  
15 will be defined in the tariff that we would make in  
16 compliance.

17 Q The stipulation gives the same language  
18 for unused credits that the statute gives for the  
19 net metering program, either to the low-income  
20 program or for some other use as determined by the  
21 Commission. Is there any reason with this  
22 stipulation -- particularly the provisions of the  
23 stipulation with respect to the EBA -- that we  
24 should consider crediting those unused credits for  
25 the Transitional Program to the EBA rather than to

1 **the Lifeline as the net metering unused credits are**  
2 **being credited?**

3 A I'm trying to remember how this question  
4 started so I can answer it in the proper format.

5 **Q Would you like me to ask it more clearly?**

6 A I understood the question. I mean, I  
7 think that's a reasonable point of discussion and  
8 consideration by the Commission. It wasn't  
9 discussed by the parties, so it's not part of the  
10 stipulation. But it does allow for other Commission  
11 determination about how the expiring export credits  
12 would be accounted for.

13 COMMISSIONER LEVAR: Okay. That's  
14 all the questions I have. Thank you.

15 BY COMMISSIONER WHITE:

16 **Q Just one more follow-up. In terms of the**  
17 **transition customers with the new type of netting,**  
18 **will that require new meters, and, if so, has the**  
19 **Company explored that yet or is that something to be**  
20 **discussed in the proceeding?**

21 A No. The Transition Program will require  
22 new meters; it requires a profile meter. We're  
23 already on that.

24 COMMISSIONER WHITE: Okay. That's  
25 all I've got. Thanks.

1 COMMISSIONER LEVAR: Thank you,  
2 Ms. Steward. We would ask that you remain here for  
3 the remainder of the hearing in case questions come  
4 up after all the witnesses. And I think next would  
5 be Mr. Moore.

6 MR. MOORE: We would like to call  
7 Michele Beck.

8 MICHELE BECK,  
9 having been first duly sworn to tell the truth, was  
10 examined and testified as follows:

11 BY MR. MOORE:

12 Q Could you please state your name and  
13 business address for the record?

14 A Michele Beck. My business address is  
15 160 East 300 South, Salt Lake City.

16 Q What is your position with the Office of  
17 Consumer Services?

18 A I am the director of the Office.

19 Q In that capacity, did you participate in  
20 the discussions and negotiations that led to the  
21 settlement stipulation at issue before the  
22 Commission today?

23 A Yes. I was an active participant in such  
24 discussions.

25 Q Do you have a statement in support of the

1 **settlement?**

2 A Yes.

3 **Q Please proceed.**

4 A The Office participated in this proceeding  
5 both in the litigation aspects and settlement  
6 discussions with the purpose of representing  
7 residential and small commercial customers,  
8 including those with and without rooftop solar. It  
9 has long been the view of the Office that the net  
10 metering rate design needs to be changed to ensure  
11 the distribution generation customers pay their fair  
12 share of the utility system costs. On the other  
13 hand, the Office opposed the specific solution  
14 initially proposed in this docket. Throughout the  
15 docket, the Office has worked toward a more  
16 reasonable compromise path that would lead to  
17 transparent and cost-based rate design for  
18 distributed generation customers without creating  
19 significant rate shocks that we typically try to  
20 avoid in designing rates.

21 In my direct testimony, the Office  
22 proposed one such option to transition away from net  
23 metering. In rebuttal testimony, the Office revised  
24 its position -- partially in response to issues  
25 raised by other parties -- and presented a joint

1 proposal with the Division of Public Utilities.  
2 Ultimately, the settlement reflects many similar  
3 principles but a different set of details around  
4 which a majority of the parties could find  
5 agreement.

6           The Office supports the settlement as  
7 being in the public interest for several reasons.  
8 First and foremost, the settlement provides a path  
9 to a rationalized rate design for distributed  
10 generation customers. We applied gradualism to the  
11 implementation and accomplished it in two steps.  
12 Starting November 15th, the rate design paradigm  
13 changes. Importantly, the compensation for exports  
14 of excess energy generated from distributed  
15 generation is separated from the consumption of  
16 energy served by the utility system. This provides  
17 the transparency to understand how distributed  
18 generation customers use the system and to  
19 separately value the energy and other potential  
20 benefits they provide the system. The process of  
21 calculating that value in the upcoming export credit  
22 proceeding will certainly be complex and likely  
23 controversial, but a primary benefit of establishing  
24 the process in this matter is that the debate will  
25 be focused and the evidence can be limited to a

1 distinct set of costs and benefits.

2 I also note that the provisions for  
3 certainty during the transition period and  
4 grandfathering of existing net metering customers  
5 strike a reasonable balance among the various  
6 interests involved in this docket. Further, the  
7 Office is optimistic that the communications plan  
8 and the agreement to work on additional customer  
9 protections will provide significant value to  
10 customers.

11 In summary, the Office believes this  
12 settlement is just and reasonable in result, and I  
13 urge the Commission to approve it.

14 MR. MOORE: I have no further  
15 questions.

16 COMMISSIONER LEVAR: Thank you.  
17 Commissioner White, do you have questions for  
18 Ms. Beck?

19 COMMISSIONER WHITE: I don't. Thank  
20 you.

21 COMMISSIONER LEVAR:  
22 Commissioner Clark?

23 COMMISSIONER CLARK: No questions.  
24 Thank you.

25 BY COMMISSIONER LEVAR:

1           **Q     I have one. Does the Office have any**  
2           **position with respect to the unused credits for the**  
3           **transitional period? Should those remain with the**  
4           **low-income program as they are for the net metering**  
5           **program, or since the stipulation gives the**  
6           **Commission some discretion on that issue, is there**  
7           **any reason to consider those being credited to the**  
8           **EBA?**

9           A     As Ms. Steward indicated, we did not  
10          discuss this and I really feel like I would like to  
11          keep consistent with the terms of the settlement.  
12          But I agree that that is a potential outcome worth  
13          consideration.

14          **Q     It's an outcome that would be within the**  
15          **parameters of the stipulation; is that correct?**

16          A     Well, not precisely. I believe that the  
17          stipulation creates a tariff that says that the  
18          expiring credits go to low-income or the -- let me  
19          look up the words -- an alternative as approved by  
20          the Commission. So I don't think it would be  
21          correct to say that the stipulation in any way  
22          envisioned that the Commission would make an  
23          alternate ruling today or as part of approving this  
24          stipulation. I think that's an interesting concept  
25          that is being raised for the first time in

1 questions, so it would certainly be my preference  
2 that alternate treatment of such credits take place  
3 in a different setting. So maybe as part of  
4 compliance, you know, some kind of an add-on to the  
5 compliance phase of this proceeding or in a  
6 different setting. I feel like it's -- there's a  
7 lot of parties. We kind of have an agreement to  
8 have a subset of the parties here speaking to you  
9 today, so that leaves the other parties without an  
10 ability to weigh in on it, so I would not prefer  
11 that outcome.

12 COMMISSIONER LEVAR: Thank you. I  
13 appreciate your answer. I don't have anything else.  
14 Mr. Moore?

15 MR. MOORE: We have no further  
16 witnesses.

17 COMMISSIONER LEVAR: Thank you. I'll  
18 go to Ms. Smith next.

19 MS. SMITH: I'd like to call  
20 Mr. Ryan Evans to the stand, please.

21 RYAN EVANS,  
22 having been first duly sworn to tell the truth, was  
23 examined and testified as follows:

24 BY MS. SMITH:

25 Q Mr. Evans, would you please state your



1 **name, address, title, and position with the**  
2 **organization?**

3 A Yes. My name is Ryan Evans. I'm the  
4 president of Utah Solar Energy Association. Our  
5 business address is 5406 West 11000 North,  
6 Suite 103 in Highland, Utah 84003.

7 **Q Did you participate through Utah Solar**  
8 **Energy Association in this docket and settlement**  
9 **proceeding?**

10 A Yes. I and others representing the  
11 association participated actively in the  
12 negotiations. We support the negotiation, or the  
13 agreed-upon stipulation, we have been a party to  
14 this docket since 2015 and an active participant the  
15 past year via submission of motions, direct  
16 testimony, and rebuttal testimony. The Association  
17 has also been a party of the settlement discussions  
18 over the past nine months. The settlement process  
19 facilitated by Dr. Laura Nelson of the Office of  
20 Energy Development has allowed parties to develop a  
21 path forward that addresses the needs of the  
22 industry in the short and midterm while addressing  
23 through a new docket the determination of future  
24 export credit rates for distributed solar energy.

25 The Association supports the stipulated

1 agreement and appreciates the many, many hours of  
2 work by all parties to develop an acceptable  
3 compromise. While it is certainly not a perfect  
4 solution for all, it is one that does allow the  
5 industry to continue to participate in this market.  
6 And it's the Association's expectation that the  
7 export credit proceeding will be conducted with the  
8 utmost transparency in the process as well as data  
9 presented. We would also encourage the Commission  
10 to approve the stipulated agreement.

11 **Q Does this conclude your testimony?**

12 **A** Yes, it does.

13 MS. SMITH: Do you have questions?

14 COMMISSIONER LEVAR: Thank you.

15 Mr. Clark, do you have any questions?

16 COMMISSIONER CLARK: No questions.

17 Thank you.

18 COMMISSIONER LEVAR: Commissioner

19 White?

20 COMMISSIONER WHITE: No questions.

21 Thank you.

22 COMMISSIONER LEVAR: I don't have any

23 either, so thanks, Mr. Evans. Anything else,

24 Ms. Smith?

25 MS. SMITH: No further testimony.

1 Thank you.

2 COMMISSIONER LEVAR: I think when I  
3 was doing appearances before, I failed to go to the  
4 phone. Do we have Mr. Mach and Mr. Gilliam on  
5 behalf of Vote Solar on the phone?

6 MR. MACH: Daniel Mach. I apologize  
7 if I'm interrupting, but I think I heard someone ask  
8 if Vote Solar is on the line. And I am representing  
9 Vote Solar, and we also have Rick Gilliam on the  
10 phone as well.

11 COMMISSIONER LEVAR: This is  
12 Thad LeVar. Do you intend to present Mr. Gilliam as  
13 a witness telephonically this morning?

14 MR. MACH: We do intend to -- we put  
15 in a written testimony last week, and in the cover  
16 letter we indicated that we sought to appear  
17 telephonically, so Rick is available on the line if  
18 the Commission would like to ask any questions.

19 COMMISSIONER LEVAR: And so you'd  
20 just like to present him for questions at this  
21 point? Mr. Mach?

22 MR. MACH: I'm sorry, Commissioner.  
23 I was unable to understand the question.

24 COMMISSIONER LEVAR: I think I'm  
25 understanding you. We've already had a motion that

1 entered Mr. Gilliam's testimony into the record, so  
2 that's been done. Is it your intent just to submit  
3 him for questions if any of the Commissioners have  
4 questions for Mr. Gilliam; is that correct?

5 MR. MACH: Correct. Mr. Gilliam is  
6 available to answer questions if needed. We did  
7 confer with the Company which indicated that they do  
8 not intend to cross-exam Mr. Gilliam, but if the  
9 Commissioners themselves have any questions, he is  
10 available.

11 COMMISSIONER LEVAR: Thank you. And  
12 just for everybody's benefit, we signed a contract  
13 last week for a better audio, so it will be improved  
14 in the future. Commissioner Clark, do you have any  
15 questions for Mr. Gilliam?

16 COMMISSIONER CLARK: No questions.  
17 Thank you.

18 COMMISSIONER LEVAR: Commissioner  
19 White?

20 COMMISSIONER WHITE: No questions.  
21 Thanks.

22 COMMISSIONER LEVAR: And I don't have  
23 any, so I think that concludes that for Vote Solar.  
24 Mr. Mach, is that correct?

25 MR. MACH: That's correct. Thank you

1 very much.

2 COMMISSIONER LEVAR: I believe we'll  
3 go to Ms. Hayes next, then.

4 MS. HAYES: Thank you, Mr. Chairman.  
5 Utah Clean Energy will call Sarah Wright to make a  
6 statement.

7 SARAH WRIGHT,  
8 having been first duly sworn to tell the truth, was  
9 examined and testified as follows:

10 BY MS. HAYES:

11 Q Good morning. Please state your name and  
12 position for the record.

13 A My name is Sarah Wright. I'm the  
14 executive director of Utah Clean Energy.

15 Q Will you describe your participation in  
16 this docket?

17 A Yes. On behalf of Utah Clean Energy, I  
18 participated in testimony development and reviewed  
19 over the course of the docket -- I participated in  
20 the settlement discussions before the Commission  
21 today that led to the settlement proposal before the  
22 Commission today.

23 Q Please state Utah Clean Energy's position  
24 with respect to the settlement proposal.

25 A Utah Clean Energy supports the settlement

1 proposal as just and reasonable and in the public  
2 interest.

3 **Q Please explain how Utah Clean Energy came**  
4 **to this conclusion?**

5 A As with any settlement agreement, the  
6 proposal before the Commission represents  
7 compromises from all parties. There are certain  
8 terms Utah Clean Energy supports more than other  
9 terms. Utah Clean Energy views the agreement as a  
10 whole as just and reasonable and in the public  
11 interest in result. Therefore, I will limit my  
12 comments to the general highlights from Utah Clean  
13 Energy's perspective.

14 As the Commission knows, Utah Clean Energy  
15 works to enable a cleaner, more diversified, and  
16 more resilient electricity grid which takes full  
17 advantage of distributed energy resources such as  
18 rooftop solar. As a result, we sought to ensure  
19 that the option to go solar remains viable for  
20 customers at various income levels and that  
21 customers who have already gone solar are not  
22 penalized for their investment. The settlement  
23 proposal provides a reasonable grandfathering period  
24 for existing net metering customers that is  
25 consistent with the grandfathering periods

1 throughout the country, and it allows customers to  
2 recoup their investments made under the net metering  
3 paradigm. The settlement proposal also creates a  
4 transition from the net metering paradigm to a  
5 post-net metering paradigm, and it tends to ease the  
6 transition in a predictable and stable way with  
7 minimal economic impact for customers who install  
8 solar over the next three years. Given that the  
9 structure of compensation for exports is changing  
10 away from monthly netting, it is important to keep  
11 the compensation level relatively similar to the  
12 current credit that is close to retail. Utah Clean  
13 Energy views the transition as a reasonable path  
14 forward to a new rooftop solar paradigm.

15 Utah Clean Energy is concerned that  
16 15-minute netting will be confusing to residential  
17 customers. It will make it hard for them to control  
18 their load to use their energy during that 15-minute  
19 netting, but notes that the settlement proposal is  
20 clear that this netting interval is not intended to  
21 be precedential or presumed the default net metering  
22 interval in subsequent export proceedings.

23 **Q Vote Solar submitted some testimony on the**  
24 **settlement proposal with a recommendation regarding**  
25 **the 15-minute netting interval. Do you have a**

1 **response?**

2 A Yes. Vote Solar commented that 15-minute  
3 netting is not well-defined in the stipulation and  
4 should be clarified to mean that energy import and  
5 exports are netted in each 15-minute interval before  
6 any import or export rate is applied to the net  
7 amount. This recommendation is consistent with my  
8 understanding of the parties' agreement in concept,  
9 and I support including more clear language in a  
10 Commission order approving the settlement proposal.  
11 I also support including clarifying language in the  
12 Company's subsequent tariff filings.

13 **Q Do you have any final remarks on the**  
14 **settlement proposal?**

15 A Yes. The settlement proposal is the  
16 result of a lot of hard work and compromise from all  
17 parties involved, and Utah Clean Energy sincerely  
18 appreciates everyone involved for their efforts.  
19 While each party came to the settlement negotiations  
20 from a different perspective and worked to pull the  
21 agreement in a different direction, ultimately, we  
22 were able to reach an agreement that I believe will  
23 work for Utah and that is just and reasonable in  
24 result.

25 **Q Does that conclude your statement?**



1 A Yes.

2 MS. HAYES: Ms. Wright is available  
3 for questions.

4 COMMISSIONER LEVAR:  
5 Commissioner White, do you have anything?

6 BY COMMISSIONER WHITE:

7 Q With respect to the more precise language  
8 you were referring to, is this something that would  
9 be in your opinion a material change to the  
10 settlement or something that can be dealt with  
11 through the actual tariff filing? Is this  
12 something -- you're asking for a modification to the  
13 settlement or on the Company's part to make that  
14 more clear in the tariff filing?

15 A Well, I was asking for two things: to have  
16 it be clear in the tariff, but also to be -- I think  
17 that Ms. Steward explained that that is the intent  
18 of the settlement and to perhaps include some  
19 language in the Commission order that makes that  
20 clear of how the 15-minute netting would work. So  
21 it's two-fold.

22 COMMISSIONER WHITE: No further  
23 questions.

24 COMMISSIONER LEVAR:  
25 Commissioner Clark?

1 COMMISSIONER CLARK: No questions.

2 COMMISSIONER LEVAR: And I don't have  
3 any, so thank you, Ms. Wright. Anything else,  
4 Ms. Hayes?

5 MS. HAYES: Nothing from me. Thank  
6 you.

7 COMMISSIONER LEVAR: Thank you. I  
8 think we'll go to Western Resource Advocates next.  
9 Ms. Gardner?

10 MS. GARDNER: Thank you. Western  
11 Resource Advocates calls Steven S. Michel.

12 STEVEN S. MICHEL,  
13 having been first duly sworn to tell the truth, was  
14 examined and testified as follows:

15 BY MS. GARDNER:

16 **Q Good morning, Mr. Michel. Will you please**  
17 **state your name, title, and business address for the**  
18 **record?**

19 A My name is Steven Michel. I'm the energy  
20 program -- I'm sorry -- the energy policy director  
21 for Western Resource Advocates. My office address  
22 is 409 East Palace Avenue, Santa Fe, New Mexico,  
23 87501.

24 **Q And, Mr. Michel, did you previously file**  
25 **testimony in this proceeding?**

1           A       I did.

2           **Q       Did you also file testimony in opposition**  
3 **to the settlement stipulation?**

4           A       Yes, I did.

5           **Q       And at this time do you have any changes**  
6 **or modifications that you would like to make to any**  
7 **of your prefiled testimony?**

8           A       I do have one minor change to the  
9 testimony in opposition to the stipulation. On page  
10 1, line 14, the sentence begins, "The parties other  
11 than WRA have entered into a settlement  
12 stipulation." I would like to strike the word "the"  
13 and capitalize the "P" in the word "parties" so that  
14 it reads "Parties other than WRA have entered into a  
15 stipulation," so it doesn't leave the impression  
16 that every party but WRA entered into this  
17 stipulation. That's all the changes I have.

18          **Q       Okay. Thank you. And, Mr. Michel, at**  
19 **this time will you please briefly summarize your**  
20 **opposition testimony for the Commission?**

21          A       Yes. My testimony describes WRA's  
22 opposition to the settlement stipulation. The  
23 testimony provides the reasons for WRA's opposition  
24 and the modifications to the stipulation that WRA  
25 believes the Commission should require before

1 approval. My testimony identifies four features of  
2 the stipulation that are of concern, and they are  
3 1) the 15-minute measurement interval for imports  
4 and exports of transition customers, 2) the  
5 immediate collection by PacifiCorp of export credit  
6 values through the EBA or another mechanism, 3) the  
7 uncertainty for transition customers if the  
8 240 megawatts in caps are reached before the end of  
9 the transition period, and 4) the stipulation's  
10 failure to resolve whether residential rooftop solar  
11 customers should remain in the residential class.

12 With regard to a 15-minute measurement  
13 interval, I testified that it would be confusing to  
14 customers and the economic impact is uncertain.  
15 These concerns can be mitigated with hourly  
16 measurement. I also testified that a 15-minute  
17 measurement interval does not provide an actionable  
18 price signal for customers. I am unaware of any  
19 jurisdiction in the United States that requires a  
20 15-minute measurement for residential customers.

21 For these reasons, I urge the Commission  
22 to condition its approval of the stipulation on  
23 hourly rather than 15-minute measurement intervals  
24 for transition customer usage and export.

25 WRA's second concern with the stipulation

1 is that it allows PacifiCorp to recover from its  
2 customers the value of export credits through the  
3 EBA or another pass-through mechanism without any  
4 showing that the Company's current revenues are  
5 insufficient. I testified that if the 240 megawatt  
6 transition cap is achieved, the additional revenues  
7 will be roughly 20 million per year. The  
8 20-million-dollar pass-through is a charge that  
9 would not exist absent this stipulation.

10           Achieving good environmental outcomes  
11 often depends on minimizing the economic impacts of  
12 the good results. I testified that this explicit  
13 recovery of unjustified revenues will likely be  
14 understood unfairly to represent and quantify the  
15 subsidized cost of rooftop solar to Utah's non-solar  
16 customers and may jeopardize Utah's acceptance of  
17 distributed solar. To address this concern, I  
18 recommended the proposed pass-through of export  
19 credit values not be permitted until the conclusion  
20 of PacifiCorp's next general rate case in Utah.

21           WRA's third concern involves the  
22 240 megawatt Transition Program caps. While the  
23 caps are reasonable, if they are reached before the  
24 export credit proceeding ends, those post-cap  
25 transition customers will have the economics of

1 their future usage and exports governed by the  
2 then-unknown outcome of the export credit  
3 proceeding. That uncertainty will, in turn, likely  
4 halt rooftop solar development until the uncertainty  
5 is resolved. This could be very disruptive to the  
6 solar industry and Utah's economics -- economy in  
7 general. To remedy this concern, I recommend that  
8 stipulation approval be conditioned on PacifiCorp  
9 notifying the Commission and parties when 75 percent  
10 of any of the caps are achieved and that this  
11 notification trigger a proceeding to ensure the  
12 transition is not disrupted.

13 Finally, I testified that the stipulation  
14 does not resolve important issues in this case, but  
15 instead moves them to a new proceeding while at the  
16 same time ending net metering and substituting the  
17 short-lived interim program. One of most concerning  
18 issues in this docket has been PacifiCorp's proposal  
19 to assign future solar DG customers to a separate  
20 rate class. There's a strong record in this case  
21 that a separate rate class is not warranted.  
22 Leaving the issue unresolved creates uncertainty  
23 that will hurt the solar industry, and my testimony  
24 recommends that the Commission decide now that solar  
25 DG customers should not be assigned to a separate

1 rate class.

2 I conclude my testimony by saying that I'm  
3 concerned the settlement preserves viability for the  
4 Utah solar industry in the short term by  
5 jeopardizing the long-term sustainability of solar  
6 DG in Utah. That said, with the several  
7 modifications I recommend, the stipulated outcome  
8 can provide the public interest benefits that I  
9 believe it should.

10 **Q Thank you, Mr. Michel. We heard this**  
11 **morning from Company witness, Joelle Steward. She**  
12 **provided live testimony. Do you have any response**  
13 **to the live testimony provided by Ms. Steward?**

14 **A** I have some -- just a very brief response  
15 to two of the issues that Ms. Steward raised. The  
16 first had to do with WRA's or my recommendation that  
17 the 15-minute interval be changed to an hourly  
18 interval. Ms. Steward testified that was a key  
19 compromise and important part of the stipulation. I  
20 have testified that hourly is more appropriate  
21 because it is tested and understandable by  
22 customers. It is difficult for me to conceive that  
23 it will be easy to explain to a residential customer  
24 that their monthly bill is going to be in kilowatt  
25 hours measured every 15 minutes. That seems like a

1 very difficult prospect for a residential customer  
2 to comprehend.

3           Secondly, given that the 15-minute  
4 interval is not precedential and that there's little  
5 data on the impact it's going to have, it is in my  
6 mind not consistent to also conclude that it's very  
7 important in the key provision of this stipulation  
8 if it's not going to have any precedent. My  
9 concern, as I said in my testimony, is that a  
10 15-minute interval does create a status quo that  
11 will be difficult to unwind.

12           The second issue I would just briefly  
13 address has to do with the pass-through of export  
14 credit values through the energy balancing account.  
15 And I would simply say that I think even the Company  
16 itself has indicated the validity of the concern  
17 that I addressed in my testimony, which is that this  
18 is a pass-through of revenues that the Company has  
19 not in any way justified as needing to maintain  
20 recovery of its cost of service. And I simply refer  
21 the Commission to Ms. Steward's November 16th of  
22 last year's testimony, page 37, the question was,  
23 "Would approval of the proposed tariff changes in  
24 this filing result in an over-collection of revenues  
25 to the Company?" In line 721, as part of the



1 answer, the Company, Ms. Steward, testified, "To  
2 minimize the future impact on other customers, the  
3 Company proposes to defer the difference in revenue  
4 associated with the new rates on Schedule 5. In  
5 this way, the filing will be revenue neutral for the  
6 Company." She then goes on to testify that "the  
7 difference between the new rates and the revenues  
8 from the new rates and existing rates could be  
9 reconciled as part of the Company's next rate case."  
10 So the Company itself has acknowledged that  
11 over-collection of revenues is an issue that would  
12 be of concern and I believe should be of concern.  
13 And that's the extent of my response to her earlier  
14 testimony.

15 **Q Mr. Michel, does that conclude the summary**  
16 **of your position this morning?**

17 **A** Yes, it does.

18 MS. GARDNER: Mr. Michel is available  
19 for questions from the Commission at this time.

20 COMMISSIONER LEVAR: Thank you.  
21 Commissioner Clark?

22 COMMISSIONER CLARK: No questions.  
23 Thank you.

24 COMMISSIONER LEVAR:  
25 Commissioner White?

1 COMMISSIONER WHITE: No questions.

2 Thanks.

3 COMMISSIONER LEVAR: I don't have any  
4 either. Thank you, Mr. Michel. Mr. Russell?

5 MR. RUSSELL: Thank you,  
6 Mr. Chairman. I believe we have Mr. Townsend on the  
7 phone. His testimony has already been moved into  
8 admission, but I believe we have at least one  
9 correction to make. And I'm going to let him make  
10 it, but it's on page 8 of his testimony, line 162.

11 COMMISSIONER LEVAR: Let me swear  
12 Mr. Townsend in before we do that.

13 NEAL TOWNSEND,  
14 having been first duly sworn to tell the truth, was  
15 examined and testified as follows:

16 BY MR. RUSSELL:

17 Q Mr. Townsend, is there a correction to  
18 your prefiled testimony that you would like to make?

19 A Yes.

20 Q Could you identify that correction by line  
21 and what the correction is, please?

22 A The correction would be on page 8, line  
23 162. The word "non-commercial," strike "non" from  
24 the beginning of that to just say "commercial."

25 Q Just so we can make it clear because your

1 voice didn't come across all that loudly, there's a  
2 word, the word "non-commercial" on line 162 of your  
3 testimony should read "commercial"?

4 A That's correct.

5 Q Okay. Thank you. I don't have any other  
6 questions for Mr. Townsend at this time, but we'll  
7 open it up to questions from the Commission.

8 COMMISSIONER LEVAR: Mr. White, do  
9 you have anything for Mr. Townsend?

10 BY COMMISSIONER WHITE:

11 Q I just wanted to clarify -- harking back  
12 to the earlier question from Ms. Steward -- it is  
13 not the recommendation of UAE to isolate these what  
14 you refer to as "above-market costs" -- in other  
15 words, discuss those in a future proceeding -- the  
16 allocation of those. Are you requesting the  
17 Commission to condition or modify the settlement to  
18 address those allocation concerns in the order  
19 addressing the settlement stipulation?

20 A I think I heard you. I think you're  
21 asking what am I asking the Commission to do  
22 regarding the allocation of the cost of the new  
23 program; is that correct?

24 Q Yes, correct.

25 A My recommendation is that until there can

1 be an analysis performed that identifies the  
2 benefits that every class receives from these  
3 programs that meets the satisfaction of the  
4 Commission, these above-market costs should be  
5 assigned to the classes that participate in the net  
6 metering program. To be clear, the market-based  
7 costs would continue to be allocated across all  
8 customer classes, so my recommendation is  
9 specifically addressing the above-market portion of  
10 the cost of this program.

11 Q So just to clarify, you're suggesting that  
12 those above-market costs would be immediately  
13 assigned to the respective classes that you're  
14 referring to upon the November 15th -- in other  
15 words, the potential discussion about allocation  
16 based upon cost and benefits would not occur in the  
17 EBA proceeding, it would, again, be addressed in the  
18 order and then immediately occur upon when those  
19 costs begin to be incurred, I guess?

20 A I apologize. I couldn't quite follow that  
21 question.

22 Q Sorry. That was a very long, compound  
23 question. I guess what I'm asking is you're not  
24 looking for the Commission to -- you are looking for  
25 the Commission to actually make that determination

1 now about how those above-markets costs should be  
2 allocated. You're not asking the Commission to  
3 defer that question to a future EBA proceeding; is  
4 that correct?

5 A You know, that would be up to the  
6 Commission as to how they wanted to handle it. They  
7 think the additional information that they would  
8 have in a future EBA proceeding -- they could defer  
9 the decision until then. I'm just not aware at this  
10 point of what additional information you might have,  
11 so that would be up to the discretion of the  
12 Commission.

13 COMMISSIONER WHITE: I have no  
14 further questions.

15 COMMISSIONER LEVAR:  
16 Commissioner Clark?

17 COMMISSIONER CLARK: No questions.

18 COMMISSIONER LEVAR: And I don't have  
19 anything for you, Mr. Townsend. Thank you.  
20 Anything else, Mr. Russell?

21 MR. RUSSELL: No. Thank you.

22 COMMISSIONER LEVAR: Thank you,  
23 Mr. Townsend. I think we should take a short break  
24 just to see if we have anymore questions from the  
25 Commission, to recall any witness, or the witnesses

1 that have been made available that haven't testified  
2 to us today. Why don't we break for about five  
3 minutes and return by that clock at 10:25. So we're  
4 in a brief recess.

5 (A recess was taken.)

6 COMMISSIONER LEVAR: We're back on  
7 the record. Thank you for indulging our short  
8 break. The Division indicated that Mr. Chris Parker  
9 could be available for questions. We would like to  
10 ask him to come to the stand.

11 CHRIS PARKER,  
12 having been first duly sworn to tell the truth, was  
13 examined and testified as follows:

14 BY COMMISSIONER LEVAR:

15 Q I have one question. Is this stipulation  
16 just and reasonable in result?

17 A Yes.

18 COMMISSIONER LEVAR: Okay.

19 Commissioner White, any questions?

20 COMMISSIONER WHITE: No further  
21 questions.

22 COMMISSIONER CLARK: No questions.  
23 Thank you.

24 COMMISSIONER LEVAR: Thank you,  
25 Mr. Parker. Before we adjourn, any other matters

1 from any other party? Okay. We are adjourned.

2 Before I say we're adjourned, I just want to say we  
3 do appreciate and recognize the significant work and  
4 effort that went into this stipulation. At the same  
5 time, we recognize and appreciate the position of  
6 the parties that oppose the stipulation, and so we  
7 will take this matter under advisement and issue a  
8 decision on this in a reasonable time. Thank you.  
9 We're adjourned.

10 (The hearing concluded at 10:30 a.m.)

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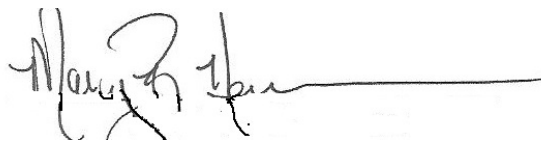
REPORTER'S CERTIFICATE

STATE OF UTAH     )  
COUNTY OF SUMMIT )

I, Mary R. Honigman, a Registered Professional Reporter, hereby certify:

THAT the foregoing proceedings were taken before me at the time and place set forth in the caption hereof; that the witness was placed under oath to tell the truth, the whole truth, and nothing but the truth; that the proceedings were taken down by me in shorthand and thereafter my notes were transcribed through computer-aided transcription; and the foregoing transcript constitutes a full, true, and accurate record of such testimony adduced and oral proceedings had, and of the whole thereof.

I have subscribed my name on this 24th day of September, 2017.



Mary R. Honigman  
Registered Professional Reporter #972887



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