

Meshach Y. Rhoades  
(*LICENSED IN CO.*, # 35965)  
Leslie S. Godfrey, #11653  
GREENBERG TRAUER LLP  
Tabor Center  
1200 Seventeenth Street, Suite 2400  
Denver, CO 80202  
Telephone: (303) 572-6508  
Facsimile: (303) 572-6540  
Attorneys for Wal-Mart Stores, Inc. and  
Sam's West, Inc.

---

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

---

<p><b>In the Matter of Rocky Mountain Power's Proposed Revisions to Electric Service Schedule 32, Service from Renewable Energy Facilities</b></p>	<p><b>Docket No. 14-035-T02</b></p>
--	-------------------------------------

---

**DIRECT TESTIMONY AND EXHIBITS OF STEVE CHRISS ON BEHALF OF WAL-  
MART STORES, INC. AND SAM'S WEST, INC.**

---

Wal-Mart Stores, Inc. and Sam's West, Inc. hereby submits the Direct Testimony of  
Steve W. Chriss.

Dated this 9<sup>th</sup> day of September, 2014.

/s/ \_\_\_\_\_  
Meshach Y. Rhoades  
Attorneys for Wal-Mart Stores, Inc.  
and Sam's West, Inc.

## CERTIFICATE OF SERVICE

I hereby certify that on this 9<sup>th</sup> day of September, 2014, I placed a true and correct copy of the above and foregoing **DIRECT TESTIMONY AND EXHIBITS OF STEVE CHRISS ON BEHALF OF WAL-MART STORES, INC. AND SAM'S WEST, INC.** was served upon the following as indicated below:

By Electronic Mail:

Dave Taylor ([dave.taylor@pacificorp.com](mailto:dave.taylor@pacificorp.com))  
Daniel E. Solander ([daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com))

Rocky Mountain Power

Jerold G. Oldroyd ([oldroydj@ballardspahr.com](mailto:oldroydj@ballardspahr.com))

Theresa A. Foxley ([foxleyt@ballardspahr.com](mailto:foxleyt@ballardspahr.com))

Ballard Spahr LLP

Peter J. Mattheis ([pjm@bbrslaw.com](mailto:pjm@bbrslaw.com))

Eric J. Lacey ([elacey@bbrslaw.com](mailto:elacey@bbrslaw.com))

Brickfield, Burchette, Ritts & Stone, P.C.

Jeremy R. Cook ([jrc@pkhlawyers.com](mailto:jrc@pkhlawyers.com))

Parsons Kinghorn Harris, P.C.

William J. Evans ([bevans@parsonsbehle.com](mailto:bevans@parsonsbehle.com))

Vicki M. Baldwin ([vbaldwin@parsonsbehle.com](mailto:vbaldwin@parsonsbehle.com))

Parsons Behle & Latimer

Gary A. Dodge ([gdodge@hjdllaw.com](mailto:gdodge@hjdllaw.com))

Utah Association of Energy Users and SunEdison

Kevin Higgins ([khiggins@energystrat.com](mailto:khiggins@energystrat.com))

Utah Association of Energy Users

Kevin Higgins ([khiggins@energystrat.com](mailto:khiggins@energystrat.com))

Neal Townsend ([ntownsend@energystrat.com](mailto:ntownsend@energystrat.com))

Energy Strategies

Roger Swenson ([roger.swenson@prodigy.net](mailto:roger.swenson@prodigy.net))

E-Quant Consulting LLC

Travis Ritchie ([travis.ritchie@sierraclub.org](mailto:travis.ritchie@sierraclub.org))

Gloria D. Smith ([gloria.smith@sierraclub.org](mailto:gloria.smith@sierraclub.org))

Sierra Club

David Wooley ([dwooley@kfwlaw.com](mailto:dwooley@kfwlaw.com))

Keyes, Fox & Wiedman LLP

Arthur F. Sandack, Esq ([asandack@msn.com](mailto:asandack@msn.com))  
IBEW Local 57

Kurt J. Boehm, Esq. ([kboehm@BKLawfirm.com](mailto:kboehm@BKLawfirm.com))  
Jody Kyler Cohn, Esq. ([Jkylercohn@BKLawfirm.com](mailto:Jkylercohn@BKLawfirm.com))  
Boehm, Kurtz & Lowry

Brian W. Burnett, Esq. ([brianburnett@cnmlaw.com](mailto:brianburnett@cnmlaw.com))  
Ebay Inc.

Stephen J. Baron ([sbaron@jkenn.com](mailto:sbaron@jkenn.com))  
J. Kennedy & Associates

Sophie Hayes ([sophie@utahcleanenergy.org](mailto:sophie@utahcleanenergy.org))  
Meghan Dutton ([Meghan@utahcleanenergy.org](mailto:Meghan@utahcleanenergy.org))  
Utah Clean Energy

Capt Thomas A. Jernigan ([Thomas.Jernigan@us.af.mil](mailto:Thomas.Jernigan@us.af.mil))  
Mrs. Karen White ([Karen.White.13@us.af.mil](mailto:Karen.White.13@us.af.mil))  
USAF Utility Law Field Support Center

Anne Smart ([anne@allianceforsolarchoice.com](mailto:anne@allianceforsolarchoice.com))  
The Alliance for Solar Choice

Michael D. Rossetti ([solar@trymike.com](mailto:solar@trymike.com))

Angie Dykema ([adykema@ormat.com](mailto:adykema@ormat.com))  
Ormat Technologies, Inc.

Ros Vrba MBA ([rosvrba@energyofutah.com](mailto:rosvrba@energyofutah.com))  
Energy of Utah LLC

Lisa Tormoen Hickey ([lisahickey@coloradolawyers.net](mailto:lisahickey@coloradolawyers.net))  
Interwest Energy Alliance

By U.S. Mail

Division of Public Utilities  
160 East 300 South, 4<sup>th</sup> Floor  
Salt Lake City, UT 84111

Office of Consumer Services  
160 East 300 South, 2<sup>nd</sup> Floor  
Salt Lake City, UT 84111

*s/ Julie Eaton*

---

Julie Eaton

**STATE OF UTAH  
PUBLIC SERVICE COMMISSION**

**IN THE MATTER OF ROCKY MOUNTAIN POWER'S )  
PROPOSED ELECTRIC SERVICE SCHEDULE )  
NO. 32, SERVICE FROM RENEWABLE ENERGY )  
FACILITIES )**

**DOCKET NO. 14-035-T02**

**DIRECT TESTIMONY AND EXHIBITS OF STEVE W. CHRISS**

**ON BEHALF OF**

**WAL-MART STORES, INC. AND SAM'S WEST, INC.**

Dated: September 9, 2014

1       **Q.     PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND OCCUPATION.**

2       A.     My name is Steve W. Chriss. My business address is 2001 SE 10th St., Bentonville,  
3           AR 72716-0550. I am employed by Wal-Mart Stores, Inc. as Senior Manager,  
4           Energy Regulatory Analysis.

5       **Q.     ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS DOCKET?**

6       A.     I am testifying on behalf of Wal-Mart Stores, Inc. and Sam's West, Inc. ("Walmart").

7       **Q.     PLEASE DESCRIBE YOUR EDUCATION AND EXPERIENCE.**

8       A.     In 2001, I completed a Master of Science in Agricultural Economics at Louisiana State  
9           University. From 2001 to 2003, I was an Analyst and later a Senior Analyst at the  
10          Houston office of Econ One Research, Inc., a Los Angeles-based consulting firm. My  
11          duties included research and analysis on domestic and international energy and  
12          regulatory issues. From 2003 to 2007, I was an Economist and later a Senior Utility  
13          Analyst at the Public Utility Commission of Oregon in Salem, Oregon. My duties  
14          included appearing as a witness for PUC Staff in electric, natural gas, and  
15          telecommunications dockets. I joined the energy department at Walmart in July 2007  
16          as Manager, State Rate Proceedings, and was promoted to my current position in June  
17          2011. My Witness Qualifications Statement is included herein as Exhibit SWC-1.

1       **Q.     HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY BEFORE THE UTAH PUBLIC SERVICE**  
2       **COMMISSION (“THE COMMISSION”)?**

3       A.     Yes. I submitted testimony in Docket Nos. 07-035-93, 09-035-15, 09-035-23, 10-035-  
4       124, 11-035-200, and 13-035-184.

5       **Q.     HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY BEFORE OTHER STATE**  
6       **REGULATORY COMMISSIONS?**

7       A.     Yes. I have submitted testimony in over 95 proceedings before 33 other utility  
8       regulatory commissions and before the Missouri House Committee on Utilities, the  
9       Missouri Senate Veterans' Affairs, Emerging Issues, Pensions, and Urban Affairs  
10      Committee, and the Kansas House Standing Committee on Utilities and  
11      Telecommunications. My testimony has addressed topics including, but not limited  
12      to, cost of service and rate design, ratemaking policy, qualifying facility rates,  
13      telecommunications deregulation, resource certification, energy efficiency/demand  
14      side management, fuel cost adjustment mechanisms, decoupling, and the collection  
15      of cash earnings on construction work in progress.

16      **Q.     ARE YOU SPONSORING ANY EXHIBITS WITH YOUR TESTIMONY?**

17      A.     Yes. I am sponsoring Exhibit SWC-1, consisting of ten pages, and Exhibit SWC-2,  
18      consisting of one page.

19      **Q.     WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

20      A.     The purpose of my testimony is to respond to Rocky Mountain Power’s (“RMP” or  
21      “the Company”) proposed Schedule No. 32, Service from Renewable Energy Facilities

1 ("Schedule 32"), responding specifically to the testimony and exhibits of David L.  
2 Taylor.

3 **Q. PLEASE BRIEFLY DESCRIBE WALMART'S OPERATIONS IN UTAH.**

4 A. Walmart operates 53 retail units and employs 16,159 associates in Utah. In fiscal year  
5 ending 2014, Walmart purchased \$1.9 billion worth of goods and services from Utah-  
6 based suppliers, supporting 26,361 supplier jobs.<sup>1</sup>

7 **Q. PLEASE BRIEFLY DESCRIBE WALMART'S OPERATIONS WITHIN RMP'S SERVICE**  
8 **TERRITORY.**

9 A. Walmart has approximately 51 stores, distribution centers, and related facilities  
10 serviced by RMP, primarily on Schedule 6 and Schedule 8. RMP proposes that  
11 Customer accounts on Schedule 6, Schedule 8, and Schedule 9 be eligible for Schedule  
12 32, and across those facilities, Walmart has approximately 54 accounts served on a  
13 schedule proposed to be eligible for service under Schedule 32. See Exhibit M.

14 **Q. WHAT IS WALMART'S INTEREST IN THIS DOCKET?**

15 A. Walmart has established aggressive and significant renewable energy goals, including  
16 (1) to be supplied 100 percent by renewable energy<sup>2</sup> and (2) to drive, by 2020, the  
17 annual production or procurement of seven billion kWh of renewable energy across  
18 the globe.<sup>3</sup> Schedule 32, as amended per my recommendations below, will be an  
19 opportunity for Walmart to utilize Utah's world class renewable energy resources to

---

<sup>1</sup> <http://corporate.walmart.com/our-story/locations/united-states#/united-states/utah>

<sup>2</sup> <http://corporate.walmart.com/global-responsibility/environmental-sustainability>

<sup>3</sup> <http://www.walmartgreenroom.com/2013/04/walmarts-next-big-step-on-renewable-energy-and-energy-efficiency/>

1 meet our corporate goals as well as drive economic development and renewable  
2 development in Utah.

3 **Q. PLEASE SUMMARIZE YOUR RECOMMENDATIONS TO THE COMMISSION.**

4 A. My recommendations to the Commission are as follows:

5 1) Walmart does not object to the adoption of RMP's proposed customer charge  
6 based on the Schedule 31 customer charge.

7 2) The Commission should reject the Company's proposed administrative fee.

8 3) The Commission should require the Delivery Facilities Charge ("DFC"),  
9 Generation Backup Facilities Charge ("GBFC"), and backup power tariff  
10 charges to be separately calculated for and applied to Customer Agreement  
11 locations otherwise served on Schedule 6.

12 **Q. WHAT IS YOUR UNDERSTANDING OF RMP'S PROPOSED SCHEDULE 32?**

13 A. My understanding is that RMP's proposed Schedule 32 is a tariff governing the rates,  
14 terms, and conditions of service to an eligible customer from a Renewable Energy  
15 Facility ("REF") located in the State of Utah per Utah Code Title 54, Chapter 17, Part  
16 8. See Direct Testimony of David L. Taylor, page 13, line 265 to page 14, line 271.

17 **Q. WHAT IS THE COMPANY'S PROPOSED CUSTOMER STRUCTURE FOR THE TARIFF?**

18 A. The Company's proposed customer structure is that a "Customer" is a person who  
19 executes or will execute a Renewable Energy Contract with the Company. A  
20 "Customer Agreement" is a contract or agreement that specifies the terms of service  
21 for a single metered delivery location. See Exhibit O. My understanding is that a  
22 Customer Agreement for a single metered delivery location would effectively replace



1 the existing account for that location. By extension, my understanding is that a  
2 Customer may have one or more Customer Agreements as they would have one or  
3 more accounts now.

4 **Q. WHAT CHARGES DOES THE COMPANY PROPOSE FOR SCHEDULE 32?**

5 A. The Company proposes the following charges:

- 6 1) A \$/Customer Agreement-month customer charge, differentiated by service voltage;
- 7 2) A \$450/Customer Agreement-month administrative fee;
- 8 3) A \$/kW-month DFC, differentiated by service voltage and applied to the Customer  
9 Agreement's specified kW of Renewable Contract Power;
- 10 4) A \$/kW-month GBFC, differentiated by service voltage and applied to the Customer  
11 Agreement's specified kW of Renewable Contract Power;
- 12 5) A \$/kW-day backup power charge;
- 13 6) Supplementary power and energy charges billed under the pricing provisions of the  
14 Customer Agreement location's otherwise applicable tariff; and
- 15 7) The Schedule 193 surcharge. See Exhibit Q and Exhibit R.

16 **Q. DO YOU HAVE CONCERNS WITH THE PROPOSED CHARGES?**

17 A. Yes. I have concerns with the proposed administrative fee and the calculation of the  
18 proposed DFC, GBFC, and backup power charges.

19 **Q. WHAT IS YOUR UNDERSTANDING OF THE PROPOSED CUSTOMER CHARGE?**

20 A. My understanding of the proposed customer charge is that it is based on the Back-Up,  
21 Maintenance, and Supplementary Power ("Schedule 31") customer charge. See Direct  
22 Testimony of David L. Taylor, page 8, line 181 to page 9, line 182.

1       **Q.     DOES SCHEDULE 31 CONTAIN AN ADMINISTRATIVE FEE FOR BILLING COSTS?**

2       A.     No. See P.S.C.U. No. 49, First Revision of Sheet No. 31.4.

3       **Q.     WHAT IS THE PROPOSED \$/MONTH CUSTOMER CHARGE FOR SECONDARY AND**  
4       **PRIMARY CUSTOMERS?**

5       A.     The proposed customer charge for secondary customers is \$131/Customer  
6       Agreement-month, and the proposed customer charge for primary customers is  
7       \$596/Customer Agreement-month. See Exhibit Q.

8       **Q.     HOW DOES THIS COMPARE TO THE OTHERWISE APPLICABLE TARIFF CUSTOMER**  
9       **CHARGES FOR SCHEDULE 6 AND SCHEDULE 8 CUSTOMER ACCOUNTS?**

10      A.     The customer charge approved in Docket No. 13-035-084 for Schedule 6 is  
11      \$54/customer-month and for Schedule 8 is \$69/customer-month. See RMP  
12      Stipulation Exhibit C, Rate Design-Step 1. It should be noted that the Schedule 6 and  
13      Schedule 8 customer charges are not voltage-differentiated.

14      **Q.     WHAT IS THE RESULTING INCREASE IN CUSTOMER CHARGE IF A CUSTOMER**  
15      **ACCOUNT MOVES FROM SCHEDULE 6 OR SCHEDULE 8 TO SCHEDULE 32?**

16      A.     For a Schedule 6 account that takes service at secondary voltage, the increase in  
17      customer charge is \$77/month, or 142 percent. For a Schedule 8 account that takes  
18      service at secondary voltage, the increase is \$62/month, or 89 percent. For a Schedule  
19      8 account that takes service at primary voltage, the increase is \$527/month, or 763  
20      percent.

21      **Q.     WHAT IS YOUR UNDERSTANDING OF THE COMPANY'S PROPOSED ADMINISTRATIVE**  
22      **FEE?**

1 A. My understanding is that RMP has proposed the administrative fee to cover the cost  
2 of manual data collection and billing. The Company estimates that six to eight hours,  
3 at \$75/hour, per Customer Agreement per month are required for a single Customer  
4 Agreement. See Direct Testimony of David L. Taylor, page 9, line 182 to line 191.

5 **Q. DOES THE COMPANY PROVIDE ANY EVIDENCE SUPPORTING THEIR SIX TO EIGHT**  
6 **HOUR ESTIMATE?**

7 A. No.

8 **Q. WHY ARE YOU CONCERNED ABOUT THE PROPOSED RATE AND STRUCTURE OF THE**  
9 **ADMINISTRATIVE FEE?**

10 A. I am concerned that the proposed administrative fee is excessive and not supported  
11 by substantial evidence that the estimated amount of labor is actually needed. The  
12 Commission should also consider that the administrative fee is proposed to be  
13 charged on top of significant proposed customer charge increases.

14 Additionally, the rate and structure of the administrative fee disadvantage  
15 multi-site Customers who would pursue multiple Customer Agreements under  
16 proposed Schedule 32.

17 **Q. HOW DOES THE PROPOSED ADMINISTRATIVE FEE DISADVANTAGE MULTI-SITE**  
18 **CUSTOMERS?**

19 A. The rate and structure of the proposed administrative fee would create a significant  
20 cost barrier to participation in Schedule 32 by multi-site Customers. For example, as  
21 I state above, Walmart has 54 accounts that would be eligible for service under  
22 Schedule 32. Under RMP's proposal, Walmart would then spend \$291,600/year just

1 for costs from the administrative fee, whereas a single-site Customer would incur only  
2 \$5,400/year. This is on top of the proposed increase in the customer charge from the  
3 otherwise applicable tariffs, which for the 54 accounts would add approximately  
4 \$50,000/year in cost.

5 Using RMP's estimate of six to eight hours per agreement per month, 54  
6 agreements would require between 3,888 and 5,184 person-hours<sup>4</sup>, or 1.87-2.49 full-  
7 time equivalent<sup>5</sup> employees to process. This is clearly excessive, particularly if the  
8 Company achieves economies of scale in processing procedures.

9 **Q. DOES THE COST IMPACT OF THE PROPOSED ADMINISTRATIVE FEE HAVE A**  
10 **POTENTIAL SIGNIFICANT IMPACT ON A MULTI-SITE CUSTOMER'S ACCESS TO A REF'S**  
11 **OUTPUT?**

12 A. Yes, as an increase in the number of Customer Accounts, all else being equal, will  
13 correspondingly increase the Customer's cost per MWh or kWh. I have estimated the  
14 annual \$/MWh impact of the administrative fee as proposed, assuming a Customer  
15 purchases 75,000 MWh/year through Schedule 32, and have summarized the results  
16 in Table 1. For a single-site Customer, the administrative fee would constitute only  
17 \$0.07/MWh of the cost to the Customer. In contrast, for a Customer with 50  
18 Customer Agreements, the administrative fee would constitute \$3.60/MWh in cost to  
19 the Customer. This difference could potentially make Schedule 32 prohibitively

---

<sup>4</sup> 3,888 person-hours is calculated as 6 hours/month x 12 months x 54 agreements. 5,184 person-hours is calculated as 8 hours/month x 12 months x 54 agreements.

<sup>5</sup> Calculated using 2,080 hours/year.

1 expensive for a Customer and discourage the purchase of renewable energy through  
2 Schedule 32.

**Table 1. Impact of RMP's Proposed Administrative Fee.**

Number of Customer Agreements	Annual MWh Purchased (MWh)	Annual Administrative Fee Cost (\$)	Administrative Fee Cost (\$/MWh)
(1)	(2)	(3) (1) X \$450 x 12	(4) (3) / (2)
1	75,000	\$5,400	\$0.07
25	75,000	\$135,000	\$1.80
50	75,000	\$270,000	\$3.60

3

4 **Q. ARE THERE ANY OTHER FACTORS THAT THE COMMISSION SHOULD CONSIDER?**

5 A. Yes. The Commission should consider that a deal between a Customer and REF under  
6 Schedule 32 will likely be 10 or more years in length. As a result, a multi-site customer  
7 could potentially incur millions of dollars over the life of the contract just in  
8 administrative fees.

9 **Q. DOES WALMART DISPUTE THAT IT COULD TAKE MORE TIME AND COST TO BILL A**  
10 **CUSTOMER FOR SCHEDULE 32 AS THE NUMBER OF INCLUDED CUSTOMER**  
11 **AGREEMENTS INCREASES?**

12 A. No. However, the proposed increase in customer charge, particularly for multi-site  
13 Customers, should be sufficient. As I stated above, if Walmart were to enroll its 54  
14 eligible accounts in Schedule 32, we would incur approximately \$50,000/year in  
15 additional customer costs under the proposed customer charge.

16 **Q. WHAT ARE YOUR RECOMMENDATIONS TO THE COMMISSION ON THE ISSUE OF**  
17 **FIXED CHARGES?**

1 A. My recommendations to the Commission are that (1) Walmart does not object to the  
2 adoption of RMP's proposed customer charge based on the Schedule 31 customer  
3 charge and (2) the Commission should reject the Company's proposed administrative  
4 fee.

5 **Q. WHAT IS THE COMPANY'S STATED GOAL FOR THE DESIGN OF THE DFC, GBFC, AND**  
6 **BACKUP POWER CHARGE RATES?**

7 A. The Company's stated goal for the design of the of the DFC, GBFC, and backup power  
8 charge rates is that a Schedule 32 Customer would pay "essentially the same" in  
9 facilities charges and power charges as a customer on the otherwise applicable  
10 general service tariff. See Direct Testimony of David L. Taylor, page 11, line 229 to line  
11 232.

12 **Q. WHAT IS YOUR CONCERN WITH THE PROPOSED DFC, GBFC, AND BACKUP POWER**  
13 **CHARGES?**

14 A. My concern with the proposed charges is that they are differentiated by service  
15 voltage without regard for the Customer Agreement location's otherwise applicable  
16 tariff. See Exhibit R. To derive the proposed Schedule 32 secondary and primary  
17 service charges, RMP uses only the Schedule 8 cost of service and billing determinants.  
18 See Exhibit DLT-2, page 2 and page 4. However, Schedule 6 accounts are eligible to  
19 take service under Schedule 32. As I show below, Schedule 6 customers would be  
20 required to pay more for services under the proposed DFC, GBFC, and backup power  
21 charges than they would per their otherwise applicable tariff.

1 Q. HAVE YOU CALCULATED A DFC, GBFC, AND BACKUP POWER CHARGES FOR  
2 SCHEDULE 6 CUSTOMERS USING THE SAME METHODOLOGY AS RMP?

3 A. Yes. I have calculated the DFC, GBFC, and backup power charges for Schedule 6  
4 customers in the same manner and using comparable data<sup>6</sup> as the Company. See  
5 Exhibit SWC-2.

6 Q. PLEASE SUMMARIZE YOUR RESULTS.

7 A. Table 2 summarizes the results of my analysis.

**Table 2. Comparison of Schedule 32 Charges, Schedule 6 Secondary Customer and Schedule 8 Secondary Customer.**

Charge	Schedule 6 Secondary	Schedule 8 Secondary
Delivery Facilities Charge	\$7.68/kW-month	\$7.97/kW-month
Generation Backup Facilities Charge	\$1.17/kW-month	\$1.25/kW-month
Backup Power Charge (May-Sept)	\$0.56/kW-day	\$0.64/kW-day
Backup Power Charge (Oct-Apr)	\$0.34/kW-day	\$0.39/kW-day

**Source: Exhibit SWC-2**

8 As shown in Table 2, the DFC, GBFC, and backup power charges, when calculated  
9 separately for Schedule 6, are lower than those calculated for Schedule 8. Charging  
10 Schedule 6 customers the Company's proposed DFC, GBFC, and backup power  
11 charges, which are based on Schedule 8, unfairly and inappropriately disadvantages  
12 Schedule 6 customers who choose to take service under Schedule 32.

13 Q. WHAT IS YOUR RECOMMENDATION TO THE COMMISSION ON THIS ISSUE?

14 A. The Commission should require the DFC, GBFC, and backup power tariff charges to be  
15 separately calculated for and applied to Customer Agreement locations otherwise  
16 served on Schedule 6.

<sup>6</sup> See Company workpapers filed July 10, 2014.

1       **Q.       HOW WOULD YOUR RECOMMENDATION IMPACT THE PROPOSED TARIFF?**

2       A.       The proposed secondary and primary charges in the proposed tariff would be  
3               specified as being charged to Schedule 8 Customer Agreement locations. Additional  
4               Schedule 6 Customer Agreement location secondary and primary charges would be  
5               added to each of the DFC, GBFC, and backup power charge sections.

6       **Q.       DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

7       A.       Yes.