

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Application of Rocky Mountain Power for Approval of its Subscriber Solar Program (Schedule 73)

DOCKET NO. 15-035-61
ORDER APPROVING AMENDED
SETTLEMENT AGREEMENT

ISSUED: October 21, 2015

SYNOPSIS

The Commission approves the amended settlement agreement on the Subscriber Solar Program (Schedule 73) as just and reasonable in result.

I. BACKGROUND

On June 16, 2015, PacifiCorp dba Rocky Mountain Power (PacifiCorp or Company) filed an application for approval of its proposed Electric Service Schedule No. 73 “Subscriber Solar Program Rider – Optional” tariff (Schedule 73).¹ The Commission thereafter issued an action request to the Division of Public Utilities (Division) to review the application and make a recommendation.² On June 17, 2015, the Commission issued a notice of filing and scheduling conference,³ and on June 26, 2015, held a scheduling conference⁴ which resulted in a June 29, 2015 scheduling order and notice of hearing.⁵

¹ See *In the Matter of the Application of Rocky Mountain Power for Approval of its Subscriber Solar Program (Schedule 73)*, Docket No. 15-035-61, Application, filed June 16, 2015, available at: <http://www.psc.utah.gov/utilities/electric/elecindx/2015/1503561indx.html>.

² See *id.*, Action Request, issued June 16, 2015.

³ See *id.*, Notice of Filing and Scheduling Conference. The Commission subsequently amended the date for the scheduling conference from June 29, 2015 to June 26, 2015 due to a scheduling conflict. See *id.*, Amended Notice of Scheduling Conference, issued June 18, 2015.

⁴ See *id.*, Amended Notice of Scheduling Conference, issued June 18, 2015.

⁵ See *id.*, Scheduling Order and Notice of Hearing, issued June 29, 2015.

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On July 10, 2015, PacifiCorp presented its proposed Subscriber Solar program and costs at a technical conference,⁶ and responded to questions from interested parties. Utah Clean Energy (UCE), Salt Lake City Corporation (Salt Lake City), and the Utah Association of Energy Users (UAE) each petitioned⁷ the Commission for and were granted intervenor status.⁸

On August 3, 2015, PacifiCorp notified the Commission that due to settlement discussions among the parties, PacifiCorp requested an expedited extension of the comment deadline based on the agreement of all parties.⁹ On August 4, 2015, the Commission extended the comment deadline.¹⁰ Thereafter, the Division, the Office of Consumer Services (Office), UCE, UAE, and Salt Lake City filed comments.¹¹ On September 15, 2015, PacifiCorp filed a motion seeking to amend the reply comment deadline on an expedited basis due to ongoing settlement discussions,¹² which the Commission granted.¹³

⁶ See *In the Matter of the Application of Rocky Mountain Power for Approval of its Subscriber Solar Program (Schedule 73)*, Docket No. 15-035-61, Subscriber Solar Program Presentation and Subscriber Solar Program Costs, dated July 10, 2015.

⁷ See *id.*, Utah Clean Energy Petition to Intervene, filed July 21, 2015; Petition to Intervene of Salt Lake City Corporation, filed July 23, 2015; and Petition to Intervene of the Utah Association of Energy Users, filed August 12, 2015.

⁸ See *id.*, Order Granting Intervention of Utah Clean Energy, issued August 11, 2015; Order Granting Intervention of Salt Lake City Corporation, issued August 12, 2015; and Order Granting Intervention of the Utah Association of Energy Users, issued September 1, 2015.

⁹ See *id.*, Letter from PacifiCorp, to Commission (Aug. 3, 2015).

¹⁰ See *id.*, Order Amending Comment Deadline, issued August 4, 2015.

¹¹ UCE also filed reply comments.

¹² See *supra* n.6, Motion to Amend Schedule Extending Filing Date of Reply Comments and for Expedited Consideration, filed September 15, 2015.

¹³ See *id.*, Order Modifying Scheduling Order, issued September 15, 2015. See also Erratum Order Modifying Scheduling Order, issued September 16, 2015.

II. SETTLEMENT AGREEMENT

On September 21, 2015, PacifiCorp filed a settlement agreement (Settlement Agreement or Agreement).¹⁴ The Agreement sets forth parameters and operational guidelines for the Subscriber Solar Program.

PacifiCorp, the Division, the Office, UCE, and Salt Lake City signed the Agreement (collectively, the Settling Parties).¹⁵ UAE did not sign the Agreement but authorized the Settling Parties to represent that it does not oppose the Settlement Agreement.¹⁶ The Settling Parties represent that the Settlement Agreement, as a whole, is just and reasonable in result and in the public interest.¹⁷

On September 23, 2015, the Commission held a hearing on the Settlement Agreement.¹⁸ Counsel for PacifiCorp, the Division, the Office, and UCE appeared at the hearing along with their witnesses who testified in support of Commission approval of the Agreement. The Office noted one outstanding issue related to Electric Service Schedule No. 23 customers opting to participate in Schedule 73. The Office committed to work with PacifiCorp to bring forward any further changes to Schedule 73 if necessary. During the hearing, the Company agreed to provide post-hearing exhibit(s) addressing the accounting treatment of the Program.¹⁹ No one appeared in opposition to the Agreement.

¹⁴ See *supra* n.6, Settlement Agreement, filed September 21, 2015.

¹⁵ Each party signed in counterpart. See *id.* at 12. See also Rocky Mountain Power Signature Page, filed September 22, 2015.

¹⁶ See Settlement Agreement at 3, ¶ 10.

¹⁷ See *id.* at 9, ¶ 25.

¹⁸ See Amended Notice of Hearing, issued August 28, 2015.

¹⁹ As clarified in the Commission's September 23, 2015 Notice, "[t]he Commission requests PacifiCorp and the stipulating parties file a post-hearing exhibit(s) identifying the accounts/subaccounts affected by the solar subscriber program, and detailing the changes that will be made in PacifiCorp's models for 1) financial reporting, 2) general

On October 7, 2015, PacifiCorp filed the post-hearing exhibit requested by the Commission during hearing.²⁰ On October 8, 2015, the Division responded to PacifiCorp's post-hearing filing, stating that it "see[s] no problems" with the filing.²¹ No other party responded to PacifiCorp's post-hearing exhibit.

III. AMENDED SETTLEMENT AGREEMENT

On October 8, 2015, PacifiCorp filed a Joint Motion to Amend Settlement Agreement together with an Amended Settlement Agreement (Amended Agreement).²² A copy of the Amended Agreement is attached to this order and incorporated here by reference. The motion states, in part, the following reason for the amended filing:

Following the hearing, the Parties realized that there had been no mutual consensus with regard to the application of the Energy Balancing Account (EBA) charges to the blocks of energy being offered through the Program. Some Parties believed the agreement was that EBA charges would not apply, while others believed the agreement was that certain EBA charges would apply. After much discussion, the Parties came to an agreement and determined that modifications should be made to paragraph 25 of the Settlement Stipulation and paragraph 15 of the proposed Schedule 73 that was attached to the previously filed Settlement Stipulation. As set forth in paragraph 25 of the Amended Settlement Stipulation and the amended proposed Schedule 73 attached . . . , the Parties agree that (1) the EBA adjustment rate schedule will apply to all contracted Subscriber Solar Energy Block kWh and associated charges for the twelve (12) months immediately following the date upon which Subscriber Solar Program solar resource begins commercial

rate cases, and 3) energy balancing account (EBA) proceedings, to reflect the solar subscriber program's costs and revenues. These models include the Jurisdictional Allocation Model (JAM), the net power cost model (GRID), and the unbundled class cost of service model. The Commission further requests PacifiCorp to discuss the source for each data entry. The Commission requests the post-hearing exhibit(s) be filed not later than **Wednesday, October 7, 2015.**" Notice, issued September 23, 2015.

²⁰ See *supra* n.6, Post Hearing Exhibit, filed October 7, 2015.

²¹ See *id.*, Email from Abdinasir Abdulle, Division of Public Utilities, to the Commission (Oct. 8, 2015).

²² See *id.*, Joint Motion to Amend Settlement Agreement and Amended Settlement Agreement, filed October 8, 2015.

operation and (2) thereafter, the EBA adjustment rate schedule will continue to apply only to energy billed under the customer's applicable service rate schedule that is not purchased through the Subscriber Solar Program.

Joint Motion to Amend Settlement Agreement at 2, ¶ 4. The motion further states that “[t]he Company has conferred with each of the Parties and has their authorization to state that they each join in and support this Motion.” *Id.* at 3, ¶ 8. Paragraph 25 of the Amended Agreement now reads:

The Parties agree the EBA adjustment rate schedule will apply to all contracted Subscriber Solar Energy Block kWh and associated charges for the twelve (12) months immediately following the date upon which the Subscriber Solar Program solar resource begins commercial operation. Thereafter, the EBA adjustment rate schedule will continue to apply only to energy billed under the customer's applicable service rate schedule that is not purchased through the Subscriber Solar Program.

Amended Agreement at 8-9, ¶ 25. Paragraph 15 of Proposed Schedule 73 now reads as follows:

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

Proposed Electric Service Schedule No. 73 at 3-4, ¶ 15. No other terms were altered. The Settling Parties represent that the Amended Agreement, as a whole, is just and reasonable in

result and in the public interest.²³ The Settling Parties executed the Amended Agreement, and no one opposed. Further, UAE did not sign the Amended Agreement but authorized the Settling Parties to represent that it does not oppose the stipulation.²⁴

IV. FINDINGS, CONCLUSIONS, AND ORDER

The Settling Parties agree that the Amended Agreement, as a whole, is just and reasonable in result and in the public interest. No one has objected to the Amended Agreement.

As we have noted in previous orders, settlements of matters before the Commission are, by statute, encouraged at any stage of our proceedings.²⁵ The Commission may approve a stipulation or settlement after considering the interests of the public and other affected persons, if it finds the stipulation or settlement in the public interest.²⁶ In reviewing a settlement, the Commission also may consider whether it was the result of good faith, arms-length negotiation.²⁷

Our consideration of the Amended Agreement is guided by Utah statutory provisions in Utah Code Ann. § 54-7-1, *et seq.*, encouraging informal resolution of matters brought before the Commission. Based on our consideration of the agreement of the Settling Parties, the Amended Agreement terms and conditions, and the applicable legal standards, we find approval of the Amended Agreement to be just and reasonable, and in the public interest. Accordingly, the Commission approves the Amended Agreement.

²³ See *In the Matter of the Application of Rocky Mountain Power for Approval of its Subscriber Solar Program (Schedule 73)*, Docket No. 15-035-61, Amended Settlement Agreement at 9, ¶ 26.

²⁴ See *id.* at 3, ¶ 10 (stating that “. . .UAE . . . has authorized the Parties to represent that UAE does not oppose the Stipulation. . .”).

²⁵ See Utah Code Ann. § 54-7-1.

²⁶ See *Utah Dept. of Admin. Services v. Public Service Comm’n*, 658 P.2d 601, 613-14 (Utah 1983).

²⁷ See *id.* at 614, n.24.

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Based on the foregoing, the Commission approves the Amended Agreement. Our approval of the Amended Agreement, as in similar cases, is not intended to alter any existing Commission policy or to establish any Commission precedent.

ORDER

1. We approve the Amended Settlement Agreement and exhibits, and incorporate them into this order by reference and thereby approve the Subscriber Solar Program.
2. PacifiCorp's application and all comments filed in this docket are admitted into the record and made a part thereof.
3. PacifiCorp shall file in final form tariff sheets consistent with this order for review and approval.
4. This order is effective upon issuance.

DATED at Salt Lake City, Utah, this 21st day of October, 2015.

/s/ Thad LeVar, Chair

/s/ David R. Clark, Commissioner

/s/ Jordan A. White, Commissioner

Attest:

/s/ Gary L. Widerburg
Commission Secretary
DW#270085

Notice of Opportunity for Agency Review or Rehearing

Pursuant to §§ 63G-4-301 and 54-7-15 of the Utah Code, an aggrieved party may request agency review or rehearing of this written Order by filing a written request with the Commission within 30 days after the issuance of this Order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission does not grant a request for review or rehearing within 20 days after the filing of the request, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a petition for review with the Utah Supreme Court within 30 days after final agency action. Any petition for review must comply with the requirements of §§ 63G-4-401 and 63G-4-403 of the Utah Code and Utah Rules of Appellate Procedure.

CERTIFICATE OF SERVICE

I CERTIFY that on the 21st day of October, 2015, a true and correct copy of the foregoing was delivered upon the following as indicated below:

By Electronic-Mail:

Data Request Response Center (datarequest@pacificorp.com)
PacifiCorp

Bob Lively (bob.lively@pacificorp.com)
Yvonne R. Hogle (yvonne.hogle@pacificorp.com)
Daniel E. Solander (daniel.solander@pacificorp.com)
Rocky Mountain Power

Sophie Hayes (sophie@utahcleanenergy.gov)
Kate Bowman (kate@utahcleanenergy.gov)
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Tyler Poulson (tyler.poulson@utah.gov)
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By Hand-Delivery:

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160 East 300 South, 4th Floor
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Administrative Assistant

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EXHIBIT A: AMENDED SETTLEMENT AGREEMENT

BACKGROUND

3. On June 16, 2015, Rocky Mountain Power (“Company” or “Rocky Mountain Power”) filed its Application for Approval of Subscriber Solar Program (“Program”).

4. Generally, the Company requested that the Commission approve its proposal to implement the Program, an optional subscriber solar pilot program, which would allow Utah customers the opportunity to buy kilowatt-hour blocks of electricity from Company solar resources at a fixed price and subsequently use that purchased energy to offset a portion of their own billed energy usage.

5. On June 16, 2015, the Commission issued its action request to the Division of Public Utilities (“DPU”), and on June 17, 2015, it issued the Notice of Filing and Scheduling Conference. On June 18, 2015, the Commission issued its Amended Notice of Filing and Scheduling Conference.

6. On June 29, 2015, the Commission issued its Scheduling Order and Notice of Hearing.

7. On July 10, 2015, there was a Technical Conference, at which the Company presented information related to the Program, and responded to questions from interested parties.

8. In addition to the DPU and the Office of Consumer Services (“OCS”), Utah Clean Energy, Salt Lake City Corporation, and Utah Association of Energy Users filed comments on August 12, 2014.

9. On August 28, 2015, Rocky Mountain Power filed Comments Responding to Intervenors (“Response Comments”). In its Response Comments, the Company included a matrix describing the major Program components, including updates to the

Company's position on Program administration costs. The Company also responded to comments from the Parties and made adjustments to align the Company's request with some of the Parties' comments.

10. The Parties have held a series of settlement discussions commencing on July 23, 2015 and continuing through September 3, 2015. All intervenors in the docket have been invited to participate in these settlement conferences, to the extent they had intervened on the date the settlement discussions were held, and Utah Association of Energy Users ("UAE") has authorized the Parties to represent that UAE does not oppose the Stipulation. With the exception of UAE, all intervenors are Parties to the Stipulation.

11. The Parties have now reached agreement on the issues raised in this matter, including program eligibility, program mechanics, administration costs, and regulatory treatment, and agree that the following settlement terms are in the public interest and will result in rates that are just and reasonable.

SETTLEMENT TERMS

Eligibility and Size

12. The Parties agree that the Program size will be 20 megawatts ("MW"), initially split between customer classes as follows: 30% residential (Schedules 1, 2 and 3), 30% commercial (Schedule 23), and 40% industrial (Schedules 6, 6A, 6B, 8, 9, and 9A). Six months after the initiation of the Program, the Company will open enrollment to any eligible customer within any customer class, irrespective of the initial program split.

Program Mechanics

13. The Parties agree that the Company will implement the following Program mechanics:

- the subscription term will be evergreen; customers with less than 2,000 kW of subscription may cancel within the first three years for a \$50 fee per block and, for no fee, after three years. Customers of 2,000 kW or more may negotiate specific contract terms and must provide six months' notice of termination, or pay the equivalent cost of the solar blocks for six months;

- the subscription size may not exceed 100% of the customer's prior 12 months' usage; however, at least one block subscription is allowed for each eligible customer regardless of usage;

- industrial customers' (Schedules 6, 6A, 6B, 8, 9, and 9A) subscription may not exceed the lesser of 100% of the prior 12 months' usage or 2,000 kilowatts; six months after the initiation of the Program, the 2,000 kW cap will be eliminated;

- subscriptions will be awarded on a first-come first served basis;

- a subscriber may assign its subscription to another service location in the Company's Utah service territory, but the subscriber (i.e. customer) must stay the same and stay on the same rate schedule;

- PacifiCorp will retain all renewable energy credits ("RECs") associated with the program, and will retire the RECs on behalf of the Program; however, a customer may instead request to have RECs deposited in their own Western Renewable Energy Generation Information System account at their own expense;

- customers on Schedules 1, 2, 3, 23, and Schedules 6, 6A, and 6B that do not have an interval meters may bank excess energy on a month-to-month

basis. The banked or excess energy will be cleared every 12 months on the anniversary of the start of subscription, will be valued at the then-current Schedule 37 avoided cost rate for the applicable time period, and will be donated to the Low Income Program. If a customer cancels their subscription and has banked or excess energy at the time of cancellation, the excess will be credited to the low income program at avoided cost.

- For Schedules 8, 9 and 9A and Schedules 6, 6A and 6B (that do have interval meters), charges will be determined under Schedule No. 32. The kWh from the Subscriber Solar Energy Blocks will be netted against the customer's metered usage on a fifteen (15) minute basis. Excess solar energy block kWh in any given fifteen (15) minute period cannot be rolled to future periods. If there are more solar energy kWh than customer load in any given 15 minute period, the customer's load will be set to zero for that fifteen (15) minute period; and the amount of solar energy kWh that exceeds the load (prior to setting the load to zero) will be credited to the customer at the then-current Schedule 37 avoided cost rate for the applicable time period

Subscriber Solar Energy Blocks

14. The Parties agree that: (1) each Subscriber Solar Energy Block will be 1 kilowatt ("kW"), which for the Program's purpose will be simplified to 200 kilowatt-hours ("kWh") per month for residential/small commercial customers taking service under Schedules 1, 2, 3, and 23 and Schedules 6, 6A, and 6B that do not have an interval meter. Schedules 8, 9 and 9A and Schedules 6, 6A and 6B that do have interval meters will receive the actual output from 1 kW; (2) the block charge includes costs related to the power purchase agreement, utility generation costs (not applicable to customers on

Schedule 32), and program costs. The Solar Block Generation Charge will not change for the term of the Program; (3) the Solar Block Generation Charges are 7.7250 cents for Schedules 1, 2, and 3, 7.4250 cents for Schedule 23, 7.1250 cents for Schedules 6, 6A, and 6B that do not have an interval meter, 5.9250 cents for Schedules 6, 6A and 6B that do have an interval meter, and 5.9250 cents for Schedules 8, 9, and 9A.

Solar Block Delivery Charge

15. The Parties agree that: (1) all non-generation related charges in rates for the applicable class will be included in calculating the Solar Block Delivery Charge; (2) the Solar Block Delivery Charge will adjust consistent with rate changes for the class, and will be included in the filing with any rate changes for the class; (3) the initial Solar Block Delivery Charge will be 3.9783 cents for Schedules 1, 2, and 3 and 2.9294 cents for Schedule 23; (4) there is no Solar Block Delivery Charge for Schedules 6, 6A, and 6B that do have an interval meter because those schedules already include a Facilities Charge and a Demand Charge; and (5) there will be no Solar Block Delivery Charge for customers on Schedule 32 because Schedule 32 includes a Facilities Charge and a Demand Charge.

Program Administration Costs

16. The Parties agree that Program costs will include administration, marketing and billing cost components, defined as follows:

- *Administration Costs.* Administrative costs are directly tied to the employee resources that are required to manage the Program operations including: development and management of an in-house reservation system; processing subscriber transactions; customer and regulatory reporting; budget management; customer relations; and delivering training to personnel.

- *Marketing Costs.* Marketing costs include materials and outreach activities performed to advertise and promote the Program.
- *Billing Costs.* Billing costs include costs related to information system upgrades required to automatically bill customers and in some instances costs related to manually billing customers for their participation in the Program.

17. The Parties agree that Attachment 1 represents a detailed calculation of the projected Program Administration Costs.

Billing/Tracking

18. The Parties agree that customers on Schedules 1, 2, 3, and 23 and Schedules 6, 6A, and 6B that do not have an interval meter will remain on their otherwise applicable rate schedule. Subscriber solar costs will be added to the bill, and subscriber solar kWhs will be removed from total usage before customers are billed on their otherwise applicable schedule.

19. Customers on Schedules, 8, 9, 9A, and 6, 6A, and 6B that do have an interval meter will be billed under Schedule 32; excess generation each hour will be credited at the avoided cost rate with no separate qualifying facility contract required. The Company will file an amended Schedule 32 to reflect the eligibility for Subscriber Solar customers.

Regulatory Treatment

20. The Parties agree that there will be no load adjustment and no change in allocation factors due to the Program. The solar resource will be included as a Utah-situs resource in net power costs.

21. The Parties agree that Program costs will be assigned to a non-revenue requirement account and that the revenue beyond Program costs will be assigned to class cost of service revenues or general Utah revenues. Program costs, consisting of marketing, administration and billing will be tracked separately (similar to the Blue Sky program) and not included in the Company's revenue requirement. The parties agree that Program costs not recovered by subscriber revenue can be deferred and recovered through general rates provided they are consistent with initial Program cost estimates as detailed in Attachment 1. Deferrals may begin upon Commission approval of the Program. Carrying charges may begin upon Commission approval of the Program. Program costs that exceed initial estimates will be subject to Commission approval prior to recovery in general rate cases.

22. Parties agree that the utility generation cost represents the amount that makes non-participants whole, based on 100% subscription and current forecasted net power cost impact of the solar resource. Customers billed under Schedule 32 pay these costs under the facilities charge and the daily demand charges in that tariff.

23. The Company agrees to file a report updating the Program subscription rate and other material program statistics six months after Program launch, and annually thereafter.

24. The Program description, costs, and all other terms of service under the Program are reflected in the Schedule 73 tariff sheets, attached to this Stipulation as Attachment 2. The parties agree that Schedule 73 should be implemented.

25. The Parties agree the EBA adjustment rate schedule will apply to all contracted Subscriber Solar Energy Block kWh and associated charges for the twelve

(12) months immediately following the date upon which the Subscriber Solar Program solar resource begins commercial operation. Thereafter, the EBA adjustment rate schedule will continue to apply only to energy billed under the customer's applicable service rate schedule that is not purchased through the Subscriber Solar Program.

GENERAL TERMS AND CONDITIONS

26. Not all Parties agree that each aspect of this Stipulation is warranted or supportable in isolation. Utah Code Ann. §54-7-1 authorizes the Commission to approve a settlement so long as the settlement is just and reasonable in result. While the Parties are not able to agree that each specific component of this Stipulation is just and reasonable in isolation, all of the Parties agree that this Stipulation as a whole is just and reasonable in result and in the public interest.

27. All negotiations related to this Stipulation are confidential, and no Party shall be bound by any position asserted in negotiations. Except as expressly provided in this Stipulation, and in accordance with Utah Admin. Code R746-100-10.F.5, neither the execution of this Stipulation nor any Order adopting it shall be deemed to constitute an admission or acknowledgment by any Party of the validity or invalidity of any principle or practice of regulatory accounting or ratemaking; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except in a proceeding to enforce this Stipulation.

28. The Parties agree that no part of this Stipulation or the formulae and methodologies used in developing the same or a Commission Order approving the same shall in any manner be argued or considered as precedential in any future case

except with regard to issues expressly called-out and intended to be resolved on an ongoing basis by this Stipulation. This Stipulation does not resolve and does not provide any inferences regarding, and the Parties are free to take any position with respect to any issues not specifically called-out and settled herein.

29. The Parties request that the Commission hold a hearing on this Stipulation. Rocky Mountain Power, the DPU, and the OCS each will, and other Parties may, make one or more witnesses available to explain and offer further support for this Stipulation. The Parties shall support the Commission's approval of this Stipulation. As applied to the DPU and the OCS, the explanation and support shall be consistent with their statutory authority and responsibility.


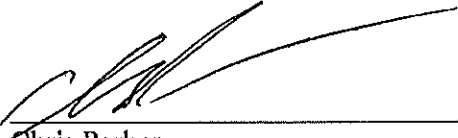
30. The Parties agree that if any person challenges the approval of this Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Stipulation, each Party will use reasonable efforts to support the terms and conditions of this Stipulation. As applied to the DPU and the OCS, the phrase "use reasonable efforts" means that they shall do so in a manner consistent with their statutory authority and responsibility. In the event any person seeks judicial review of a Commission order approving this Stipulation, no Party shall take a position in that judicial review proceeding in opposition to the Stipulation.

31. Except with regard to the obligations of the Parties under the five immediately preceding paragraphs of this Stipulation, this Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission.


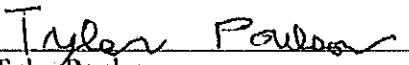
32. This Stipulation is an integrated whole, and any Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission's approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Stipulation or imposes any material change or condition on approval of this Stipulation or if the Commission's approval of this Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five business days of its issuance and to attempt in good faith to determine if they are willing to modify the Stipulation consistent with the order. No Party shall withdraw from the Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Stipulation, any Party retains the right to seek additional procedures before the Commission, including presentation of testimony and cross-examination of witnesses, with respect to issues resolved by the Stipulation, and no party shall be bound or prejudiced by the terms and conditions of the Stipulation.

33. This Stipulation may be executed by individual Parties through two or more separate, conformed copies, the aggregate of which will be considered as an integrated instrument.


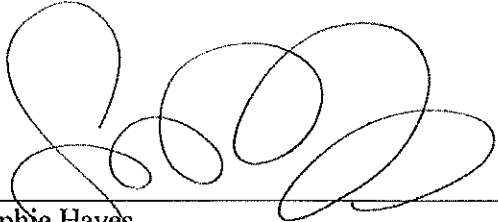
DATED this 1st day of October 2015.

<p>UTAH OFFICE OF CONSUMER SERVICES</p> <hr/> <p>Michele Beck Director Office of Consumer Services 160 East 300 South, 2nd Floor Salt Lake City, UT 84114</p>	<p>ROCKY MOUNTAIN POWER</p>  <hr/> <p>R. Jeff Richards VP and General Counsel Rocky Mountain Power 1407 West North Temple, Suite 320 Salt Lake City, UT 84116</p>
<p>UTAH DIVISION OF PUBLIC UTILITIES</p>  <hr/> <p>Chris Parker Utah Division of Public Utilities 160 East 300 South, 4th Floor Salt Lake City, UT 84114</p>	<p>SALT LAKE CITY CORPORATION</p> <hr/> <p>Tyler Poulson Sustainability Program Manager Salt Lake City Corporation 451 S. State St., Room 148 Salt Lake City, Utah 84111</p>
<p>UTAH CLEAN ENERGY</p> <hr/> <p>Sophie Hayes 1014 2nd Avenue, Salt Lake City, Utah 84103 <i>Attorney for Utah Clean Energy</i></p>	

DATED this 1st day of October 2015.

<p>UTAH OFFICE OF CONSUMER SERVICES</p> <hr/> <p>Michele Beck Director Office of Consumer Services 160 East 300 South, 2nd Floor Salt Lake City, UT 84114</p>	<p>ROCKY MOUNTAIN POWER</p>  <hr/> <p>R. Jeff Richards</p> <p>VP and General Counsel Rocky Mountain Power 1407 West North Temple, Suite 320 Salt Lake City, UT 84116</p>
<p>UTAH DIVISION OF PUBLIC UTILITIES</p> <hr/> <p>Chris Parker Utah Division of Public Utilities 160 East 300 South, 4th Floor Salt Lake City, UT 84114</p>	<p>SALT LAKE CITY CORPORATION</p>  <hr/> <p>Tyler Poulson Sustainability Program Manager Salt Lake City Corporation 451 S. State St., Room 148 Salt Lake City, Utah 84111</p>
<p>UTAH CLEAN ENERGY</p> <hr/> <p>Sophie Hayes 1014 2nd Avenue, Salt Lake City, Utah 84103 <i>Attorney for Utah Clean Energy</i></p>	

DATED this 1st day of October 2015.

<p>UTAH OFFICE OF CONSUMER SERVICES</p> <hr/> <p>Michele Beck Director Office of Consumer Services 160 East 300 South, 2nd Floor Salt Lake City, UT 84114</p>	<p>ROCKY MOUNTAIN POWER</p>  <hr/> <p>R. Jeff Richards VP and General Counsel Rocky Mountain Power 1407 West North Temple, Suite 320 Salt Lake City, UT 84116</p>
<p>UTAH DIVISION OF PUBLIC UTILITIES</p> <hr/> <p>Chris Parker Utah Division of Public Utilities 160 East 300 South, 4th Floor Salt Lake City, UT 84114</p>	<p>SALT LAKE CITY CORPORATION</p> <hr/> <p>Tyler Poulson Sustainability Program Manager Salt Lake City Corporation 451 S. State St., Room 148 Salt Lake City, Utah 84111</p>
<p>UTAH CLEAN ENERGY</p>  <hr/> <p>Sophie Hayes 1014 2nd Avenue, Salt Lake City, Utah 84103 <i>Attorney for Utah Clean Energy</i></p>	

DATED this 8th day of October 2015.

<p>UTAH OFFICE OF CONSUMER SERVICES</p> <hr/> <p><i>Michele Beck</i></p> <p>Michele Beck Director Office of Consumer Services 160 East 300 South, 2nd Floor Salt Lake City, UT 84114</p>	<p>ROCKY MOUNTAIN POWER</p> <hr/> <p>R. Jeff Richards</p> <p>VP and General Counsel Rocky Mountain Power 1407 West North Temple, Suite 320 Salt Lake City, UT 84116</p>
<p>UTAH DIVISION OF PUBLIC UTILITIES</p> <hr/> <p>Chris Parker Utah Division of Public Utilities 160 East 300 South, 4th Floor Salt Lake City, UT 84114</p>	<p>SALT LAKE CITY CORPORATION</p> <hr/> <p>Tyler Poulson Sustainability Program Manager Salt Lake City Corporation 451 S. State St., Room 148 Salt Lake City, Utah 84111</p>
<p>UTAH CLEAN ENERGY</p> <hr/> <p>Sophie Hayes 1014 2nd Avenue, Salt Lake City, Utah 84103 <i>Attorney for Utah Clean Energy</i></p>	