

Rocky Mountain Power
Docket No. 20-035-04
Witness: William J. Comeau

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF UTAH

ROCKY MOUNTAIN POWER

Direct Testimony of William J. Comeau

May 2020

1 **Q. Please state your name, business address, and present position with PacifiCorp**
2 **dba Rocky Mountain Power (“Rocky Mountain Power” or the “Company”).**

3 A. My name is William J. Comeau and my business address is 1407 West North Temple,
4 Suite 330, Salt Lake City, Utah 84116. I am currently employed as the Vice President
5 of Customer Experience and Innovation for Rocky Mountain Power.

6 **I. QUALIFICATIONS**

7 **Q. Briefly describe your educational and professional background.**

8 A. I have a Bachelor of Science from Weber State University and a Master of Business
9 Administration from Keller University. During my 20 years of working in the utility
10 industry, I have held multiple responsibilities including economic development,
11 customer service, demand side management, customer solutions, and customer
12 innovations. Since January 2020, I have held the position of Vice President of Customer
13 Experience and Innovation.

14 **Q. What are your responsibilities as Vice President of Customer Experience and**
15 **Innovation?**

16 A. My primary responsibilities include helping customers implement innovative energy
17 solutions and customer service for all customers.

18 **II. PURPOSE AND SUMMARY**

19 **Q. What is the purpose of your testimony?**

20 A. The purpose of my testimony is to introduce the Company’s proposed expansion of the
21 Subscriber Solar Program under Electric Service Schedule No. 73 (“Schedule 73”),
22 previously approved in Docket No. 15-035-61. The Subscriber Solar Program is a
23 renewable energy customer option that allows customers to purchase the output of a

24 solar generation facility. The program was initially approved as a pilot program and is
25 currently fully subscribed for the 20 megawatt (“MW”) solar facility located in Millard
26 County, Utah, that the Company contracted with in 2016 to support the Program. In
27 this case, the Company proposes modifications for an expansion of the Subscriber Solar
28 Program to open it to new participants. My testimony explains why the proposed
29 updates to the program are in the public interest and provides a description of the
30 proposed updates.

31 **Q. Please summarize the proposed the Program.**

32 A. Similar to the current Subscriber Solar Program, the proposed new program design
33 gives customers the option to participate in a solar photovoltaic resource (or resources)
34 to be acquired by the Company.

35 For the new program design, customers will continue to pay their regular retail
36 rates plus a premium for the solar. The premium will be calculated as the difference
37 between the purchased power agreement (“PPA”) cost and avoided costs, plus
38 administrative and marketing costs. The Company has estimated the premium to be
39 approximately 1.2 cents per kilowatt-hour (“kWh”), based on current expected resource
40 costs and avoided cost.¹ Customers will have two different options to subscribe to the
41 new resource under the updated Subscriber Solar Program: 1) 200 kWh blocks, not to
42 exceed annual usage, or 2) 100 percent of their current usage.

43 Customers whose subscription amount is less than 100 megawatt-hours
44 (“MWh”) per month may subscribe on a month-to-month basis, but with a three-year
45 minimum commitment in order to avoid an exit fee, consistent with the current

¹ A specific resource for the updated Subscriber Solar Program will be acquired after the design changes are approved and the premium will be calculated at that time.

46 program. Customers with a subscription of 100 MWh or more per month will be subject
47 to a contract. The contract will allow the Company to pass on administrative and
48 marketing savings to these customers in the form of a discount that will be described
49 later in my testimony.

50 The updated Subscriber Solar Program will be available to residential, small
51 non-residential and large non-residential customers. As with the current Subscriber
52 Solar offering, the updated program is optional and is designed such that those who
53 elect to participate will pay all of its associated costs.

54 **Q. How is your testimony organized?**

55 A. My testimony is organized as follows:

- 56 • First, I provide a general overview of the proposed updates to the Subscriber
57 Solar Program.
- 58 • Second, I provide an overview of why approval of the updates to the Subscriber
59 Solar Program are in the public interest. I will show how the program can be
60 beneficial to customers who desire a solar generation option for their electricity.
- 61 • Third, I describe the transition from the current Subscriber Solar Program to the
62 updated program design. I discuss how we will honor our commitment to
63 existing Subscriber Solar customers while transitioning the costs and benefits
64 of the existing Subscriber Solar design to the updated design.
- 65 • Finally, I provide a description of customer eligibility and the basic design of
66 the updated Subscriber Solar Program.

67 **III. UPDATED SUBSCRIBER SOLAR PROGRAM OVERVIEW**

68 **Q. What are the primary objectives of the Subscriber Solar Program, and why is the**
69 **Company proposing to update it?**

70 A. The Subscriber Solar Program was established pursuant to the Commission's
71 October 21, 2015 order approving the amended stipulation and Schedule 73 (which
72 implemented the stipulation) in Docket No. 15-035-61.² A key objective of the program
73 was to provide additional renewable energy choices to customers through a program
74 that is self-funding, self-sustaining and does not burden non-participants with the costs
75 of the program.

76 Since the Commission's approval, the Subscriber Solar Program has been
77 popular, and was fully subscribed shortly after its launch. As of the Company's last
78 Subscriber Solar Program annual update, filed March 25, 2020, there were over
79 2,500 residential customer meters subscribed and more than 700 business and
80 community meters subscribed. The Company is interested in responding to the strong
81 customer interest for the Subscriber Solar Program, which is one of the main drivers of
82 the proposed updates, and of the proposal to acquire additional solar resources in the
83 near future.

84 Another reason the Company is proposing updates to the program is to bring
85 the costs and benefits in line with the updated rate structures being proposed in this
86 case by Mr. Robert M. Meredith. Importantly, the Company's proposed updates are
87 structured to honor existing commitments to its current Subscriber Solar Program
88 customers.

² *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 (Oct. 21, 2015).

89 **IV. BENEFITS OF SUBSCRIBER SOLAR PROGRAM UPDATES**

90 **Q. Why is the Company updating the Subscriber Solar Program at this time?**

91 A. The current Subscriber Solar Program is fully subscribed but the Company continues
92 to see an interest in participation from customers. In addition, approximately 15 large
93 customers have recently approached the Company to discuss their options for voluntary
94 renewable energy. The Company is committed to helping these customers meet their
95 growing preference for renewable resources through voluntary programs such as Blue
96 Sky, Subscriber Solar, Electric Service Schedule No. 32 - Service from Renewable
97 Energy Facilities (“Schedule 32”), Electric Service Schedule No. 34 - Renewable
98 Energy Purchases for Qualified Customers (“Schedule 34”), and support for the new
99 Community Renewable Program enacted by House Bill 411 in the 2019 legislative
100 session. The updated Subscriber Solar Program will help to meet this need, especially
101 for mid-size customers that are not large enough to qualify for Schedules 32 or 34, and
102 customers that are not located in communities that have passed resolutions to
103 participate in the Community Renewable Program.

104 **Q. Why is approval of the updated Subscriber Solar Program in the public interest?**

105 A. As part of modernizing the residential rate design in the case, discussed in the direct
106 testimony of Mr. Meredith, the Company is proposing to reduce the number of monthly
107 energy usage tiers from three blocks to two blocks. The “flattening” of the tiers will
108 result in changes to the incentives of the current Subscriber Solar Program, since the
109 current program design provides a lower energy usage rate for subscribed solar
110 compared to the tail block for usage over 600 kWh per month. With this change in the
111 underlying rate design, some customers with high energy usage will see a decreased

112 benefit from the program and lower usage customers would see a higher relative cost.
113 The proposed Subscriber Solar Program updates makes the cost and incentives the
114 same for all new customers by removing the subscription rate from the underlying retail
115 rate design.

116 **Q. Is this program structure consistent with Schedule 34 (Renewable Energy**
117 **Purchases for Qualified Customers 5000 kW and over)?**

118 A. Yes. When the current program was created in 2016, Schedule 34 did not exist.
119 Accordingly, the current program was designed to reflect the renewable resource option
120 billing construct in Schedule 32 for customers with interval meters, primarily general
121 service customers on Electric Service Schedule Nos. 6, 8 and 9. The billing construct
122 on Schedule 32 is more complicated and requires a 15-minute comparison of usage to
123 renewable energy output, with the customer subject to daily power charges for usage
124 in excess of the renewable energy output. Given the complexity with application of
125 Schedule 32, there has been a limited number of general service customers with interval
126 meters participating in the program.

127 Since the initial Subscriber Solar Program was created, Schedule 34 went into
128 effect which allows for a less complex and more understandable billing construct.
129 Schedule 34 operates similarly to the new Subscriber Solar Program design —
130 customers pay their same retail rates and a premium dollar per kWh surcharge, based
131 on the difference between avoided costs and the renewable resource cost. Applying this
132 same billing design to Schedules 6, 8 and 9 for the new Subscriber Solar Program will
133 enable these customers to more effectively participate in the Subscriber Solar Program,
134 particularly for those customers who do not qualify for Schedule 34.

135 **V. TRANSITION FOR CURRENT SUBSCRIBER SOLAR PROGRAM**

136 **CUSTOMERS TO THE UPDATED SUBSCRIBER SOLAR PROGRAM DESIGN**

137 **Q. Are current Subscriber Solar Program customers required to switch to the**
138 **updated Subscriber Solar Program?**

139 A. No. All current Subscriber Solar Program customers will be allowed to stay on their
140 current rate. They will not be removed from the current rate unless they move outside
141 of the Company's Utah service territory or ask to be removed from the program. Any
142 new enrollments after December 31, 2020 will be on the new design.

143 **Q. What happens to the contract MWs in the current Subscriber Solar Program**
144 **design as customers exit?**

145 A. After December 31, 2020, as customers leave the locked-in Subscriber Solar Program
146 rate, the MWs from that PPA will be rolled into the new Subscriber Solar PPA cost.

147 **Q. Will customers on the updated Subscriber Solar Program be subsidizing the**
148 **customers on the legacy Subscriber Solar Program design?**

149 A. No. The legacy Subscriber Solar Program rates contain adequate cost recovery for all
150 administrative and other costs related to customers on those rates.

151 **V. UPDATED SUBSCRIBER SOLAR PROGRAM DESIGN DETAILS**

152 **Program Eligibility and Basic Design**

153 **Q. How will the updates to the Subscriber Solar Program be reflected in the**
154 **Company's tariffs?**

155 A. The Subscriber Solar Program will continue to be available through Schedule 73 and
156 will be additive to the customer's otherwise applicable tariff schedule. The proposed
157 updated tariff, Electric Service Schedule No. 73, Subscriber Solar Program Rider -

158 Optional, is attached to my testimony as Exhibit RMP__(WJC-1). Schedule 73 sets
159 forth the program costs. Subscriber Solar Program charges will be in addition to the
160 customer's current tariff schedule. All customers whose subscription amount is
161 anticipated to be 100 MWh or more in any given month must sign a contract. The
162 details of the contract terms are explained in further detail later in this section.

163 **Q. What are the basic program design components?**

164 A. The key program mechanics are summarized as follows:

- 165 1. Customers will be able to subscribe under two different options: 1) 200 kWh
166 blocks, not to exceed annual usage, or 2) 100 percent of actual usage.
- 167 2. Customers can subscribe to as many blocks as they want, but their
168 subscription cannot exceed 100 percent of their usage for the prior 12 months
169 (on a kWh basis). Customers without a 12-month history will have their
170 subscription limited to their estimated usage.
- 171 3. All customers whose subscription amount is anticipated to be 100 MWh or
172 more in any given month must sign a contract. The contract length will be for
173 a term that matches the term of the resource. Customers who sign a contract
174 will be offered a discount equal to one-half of administrative, billing and
175 marketing costs of the Subscriber Solar Program. If the customer exits the
176 contract early, they will be charged an exit fee. The exit fee will be *up to* the
177 customer's annual Subscriber Solar Program premium.
- 178 4. If a customer cancels their subscription, the subscribed amount will be added
179 to the available Subscriber Solar Program capacity. Cancellation will be
180 effective at the end of the billing period in which the request is made.

181 Customers can cancel their subscriber solar contract within 30 days of signing
182 up with no penalty or termination fee. If a customer cancels their subscription
183 within three years of signing up for the contract, they will pay a cancellation
184 fee of up to \$50 for each subscribed 200 kWh block.

185 5. Customers may transfer their subscriptions to other points of electric service
186 delivery within the Company's Utah service territory if they move (provided
187 they stay on the same rate schedule).

188 6. Subscriptions will be awarded on a first-come, first-served basis until
189 Subscriber Solar Program capacity is reached.

190 7. PacifiCorp will retain ownership of the Renewable Energy Credits and all
191 other environmental attributes including but not limited to carbon emission
192 reduction credits, and PacifiCorp will retire those credits on behalf of
193 subscribers.

194 8. As under the current program design, new metering installations at the point
195 of delivery are not required for Subscriber Solar Program customers.

196 **Subscriber Solar Resource Selection Process**

197 **Q. Please describe the solar resource that will be used for the Program.**

198 A. The underlying solar resource will be acquired through a competitive solicitation
199 process and is expected to initially be a 20 MW solar facility. The solar resource must
200 be located in Utah and must either interconnect directly with PacifiCorp's transmission
201 or distribution system or be delivered into PacifiCorp's service territory. Although the
202 Company would prefer the underlying solar resource be highly visible to the public to
203 showcase the Subscriber Solar Program, the resource's cost and benefits will be the

204 overarching consideration in the resource selection process.

205 **Q. How will the Program be treated in the EBA?**

206 A. Mr. David G. Webb addresses the ongoing treatment of the Subscriber Solar Program
207 in his direct testimony in this case.

208 **Recommendation**

209 **Q. Please summarize your recommendations to the Commission.**

210 A. I recommend the Commission approve the Company's request to expand the current
211 Subscriber Solar Program as described in my testimony and in the revised Schedule 73
212 in Exhibit RMP_(WJC-1). The expanded program allows customers to choose a
213 renewable option through a voluntary program and aligns the underlying rate design
214 with the changes proposed by Mr. Meredith and should be approved.

215 **Q. Does this conclude your direct testimony?**

216 A. Yes.

Rocky Mountain Power
Exhibit RMP__(WJC-1)
Docket No. 20-035-04
Witness: William J. Comeau

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF UTAH

ROCKY MOUNTAIN POWER

Exhibit Accompanying Direct Testimony of William J. Comeau

Tariff Sheets

May 2020



ROCKY MOUNTAIN POWER
ELECTRIC SERVICE SCHEDULE NO. 73

STATE OF UTAH

Subscriber Solar Program Rider - Optional

PURPOSE: This Schedule is a voluntary program for Customers to purchase electricity from solar resources.

AVAILABILITY: At any point on the Company’s interconnected system.

APPLICATION: On a first-come, first-served basis to any customer receiving service under the Company’s Electric Service Schedules 1, 2, 3, 6, 6A, 6B, 8, 9, 9A and 23.

SUBSCRIBER SOLAR ENERGY BLOCK OPTION: Customers can purchase 1-kW blocks of capacity (and associated energy) in the Subscriber Solar Program resource: For Schedules 1, 2, 3, 23, and Schedules 6, 6A and 6B where the customer does not have an interval meter, the block of capacity will be assigned a fixed amount of energy of 200 kWh per month. For Schedules 8, 9, 9A, and Schedules 6, 6A and 6B where the customer does have an interval meter, the energy amount for each block will be based on the actual output of the solar resource (i.e. the actual output associated with their 1-kW block).

SUBSCRIBER SOLAR ENERGY ~~FULL COVERAGE USAGE~~ OPTION: For Schedules 1, 3 and 23, participating customers ~~will be assigned variable amounts~~ can subscribe to of energy equal to 100% of their total usage per month, reconciled on an annual basis. The full coverage option is not available for Schedules 2, 6, 6A, 6B, 8, 9 or 9A.

SOLAR ENERGY CHARGES FOR PARTICIPANTS SUBSCRIBED BEFORE DECEMBER 31, 2019:

<u>Schedule</u>	<u>Solar Delivery Charge</u>	<u>Solar Generation Charge</u>
1, 2, 3	3.97832 <u>2.7837</u> ¢ per kWh	7.7250 ¢ per kWh
23	2.6958 <u>2.9339</u> ¢ per kWh	7.4250 ¢ per kWh
6, 6A, 6B (no interval meter)	0.0000 ¢ per kWh	7.1250 ¢ per kWh
6, 6A, 6B (with interval meter)	Under Schedule 32	5.9250 ¢ per kWh
8, 9, 9A	Under Schedule 32	5.9250 ¢ per kWh

(continued)

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EFFECTIVE: January 1, 20210

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

**SOLAR ENERGY CHARGES FOR PARTICIPANTS SUBSCRIBED AFTER
JANUARY 1 DECEMBER 31, 2020:**

To Be Determined

MONTHLY BILL: The Monthly Bill shall be the volume of kWh Solar Energy that the Customer has agreed to purchase applied against the above Charges. The Monthly Bill is in addition to all other charges contained in Customer's applicable tariff schedule, with adjustments to the charges in the Customer's applicable tariff schedule as set forth in the Special Conditions section of this schedule.

SPECIAL CONDITIONS:

1. After subscribing, customers will remain subscribed to the program until they cancel. Customers subscribing to amounts equal to or greater than 2,000 kW may negotiate specific subscription durations to be established as part of their electric service agreement.
2. Customers under Schedules 1, 2, 3 and 23 can subscribe up to 100% of their usage for the prior 12 months (on a kWh basis). Customers can subscribe to at least one block, regardless of usage, if they meet all other eligibility requirements.
3. Customers under Schedules 6, 6A, 6B, 8, 9 and 9A can subscribe to as many blocks as they want, but their subscription cannot exceed ~~the lower of~~ their usage for the prior 12 months ~~or 2,000 kW~~. Customer can subscribe to at least one block, regardless of usage, if they meet all other eligibility requirements.
4. If a customer cancels a subscription, the subscribed amount will be added to the available program capacity. Cancellation shall be effective at the end of the billing period in which the request is made.
5. Customers may transfer their subscriptions to other locations in the Company's Utah service territory if they move (provided they stay on the same rate schedule and account remains under the same customer name).
6. Customers can cancel their subscription within 30 days of signing up with no penalty/cancellation fee.
7. Subscribers may pay a cancellation fee if they cancel within three years of subscribing. For the block option, the cancellation fee will equal up to \$50 per block. Subscribers that participate in the Full Coverage solar option may pay a cancellation fee based on their prior

(continued)

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P.S.C.U. No. 50

~~Second~~ Third Revision of Sheet No. 73.2
Canceling ~~First~~ Second Revision of Sheet No. 73.2

ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

12 month kWh subscribed usage equivalent to the comparable annualized block subscription. After subscribing for three years, no cancellation fees will apply, except for Customers whose subscription is for 100 Mwh or greater in a given month.

(continued)

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ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

8. Customers with subscription amounts equal to or greater than 100 MWh in a given month must sign an agreement with the Company obligating them for a fifteen year period. If the customer exits the contract early, they will be charged an exit fee. The exit fee will be up to the customer's annual Subscriber Solar premium.
9. The Company may not accept enrollments for accounts that have a time-payment agreement in effect, or have received two or more disconnect notices, or have been disconnected for non-payment within the last 12 months.
- ~~8.~~10. The Company will retain ownership of the Renewable Energy Credits (RECs) and all other environmental attributes including but not limited to carbon emission reduction credits, which will be retired by the Company on behalf of subscribers. Customers may request to have RECs deposited in their own Western Renewable Energy Generation Information System account at their own expense.
- ~~9.~~11. For participants who subscribe before January 1, 2021~~0~~ the Solar Generation Charge will be fixed for the duration of the Subscriber Contract. The Solar Delivery Charge will adjust over time consistent with changes in non-generation related costs (e.g., transmission, distribution, and customer service costs) approved for recovery in rates.
- ~~10.~~12. Customers under Schedules 6, 6A and 6B who have interval meters and customers under Schedules 8, 9 and 9A who participate in the program will be on Schedule 32 and will not be subject to a separate Solar Delivery Charge to the extent non-generation related delivery costs are captured in Schedule 32. Customers under Schedules 6, 6A and 6B who do not have interval meters will remain on the applicable service schedules and will not be subject to a separate Solar Delivery Charge to the extent non-generation related delivery costs are captured in the Facilities Charge, Demand Charge, or some other applicable charge in those Schedules.
- ~~11.~~13. BLOCK SUBSCRIPTIONS: For Schedules 1, 2, 3 and 23 and Schedules 6, 6A and 6B (no interval meter), the kWh from the Subscriber Solar Energy Block(s) will be applied to the actual electricity usage each month, resulting in a reduced amount of kWh to be billed under the customer's applicable service rate schedule. Electricity used in excess of the purchased solar energy kWh will be billed consistent with the Customer's regular electricity service rate schedule. If electricity usage is below the amount covered by the solar energy block(s), then the excess solar energy block kWh will be rolled forward and credited against the Customer's usage in the following month. The Customer will still be responsible for the full Solar Energy Charges each month. On the monthly billing following the anniversary date of the customer's subscriber solar contract, any excess banked solar energy block kWh will be valued at the then-current Schedule 37 avoided cost rate for the applicable time period and donated to the Low Income Program and the balance will reset to zero.

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ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

~~12.14.~~ 14. FULL COVERAGE OPTION USAGE SUBSCRIPTIONS: For Schedules 1, 3 and 23 where customer has subscribed to Full Coverage Solar Option, all kWh energy charges each month will be billed consistent with the Subscriber Solar rate as published in this schedule.

(continued)

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ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

15. For Schedules 8, 9 and 9A and Schedules 6, 6A and 6B (with interval meter), charges will be determined under Schedule No. 32. The kWh from the Subscriber Solar Energy Blocks will be netted against the customer's metered usage on a fifteen (15) minute basis. Excess solar energy block kWh in any given fifteen (15) minute period cannot be rolled to future periods. If there are more solar energy kWh than customer load in any given 15 minute period, the customer's load will be set to zero for that fifteen (15) minute period; and the amount of solar energy kWh that exceeds the load (prior to setting the load to zero) will be credited to the customer at the then-current Schedule 37 avoided cost rate for the applicable time period.
16. Except for the Energy Balancing Account ("EBA") adjustment rate schedule, as described in this paragraph, all contracted Subscriber Solar Energy 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 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.
17. Customers being served under this schedule may not participate in Net Metering or Transition Program for Customer Generators.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

ROCKY MOUNTAIN POWER
ELECTRIC SERVICE SCHEDULE NO. 73

STATE OF UTAH

Subscriber Solar Program Rider - Optional

PURPOSE: This Schedule is a voluntary program for Customers to purchase electricity from solar resources.

AVAILABILITY: At any point on the Company's interconnected system.

APPLICATION: On a first-come, first-served basis to any customer receiving service under the Company's Electric Service Schedules 1, 2, 3, 6, 6A, 6B, 8, 9, 9A and 23.

SUBSCRIBER SOLAR ENERGY BLOCK OPTION: Customers can purchase 1-kW blocks of capacity (and associated energy) in the Subscriber Solar Program resource: For Schedules 1, 2, 3, 23, and Schedules 6, 6A and 6B where the customer does not have an interval meter, the block of capacity will be assigned a fixed amount of energy of 200 kWh per month. For Schedules 8, 9, 9A, and Schedules 6, 6A and 6B where the customer does have an interval meter, the energy amount for each block will be based on the actual output of the solar resource (i.e. the actual output associated with their 1-kW block).

SUBSCRIBER SOLAR ENERGY USAGE OPTION: For Schedules 1, 3 and 23, participating customers can subscribe to energy equal to 100% of their total usage per month, reconciled on an annual basis. The full coverage option is not available for Schedules 2, 6, 6A, 6B, 8, 9 or 9A.

SOLAR ENERGY CHARGES FOR PARTICIPANTS SUBSCRIBED BEFORE JANUARY 1, 2021:

<u>Schedule</u>	<u>Solar Delivery Charge</u>	<u>Solar Generation Charge</u>
1, 2, 3	2.7837 ¢ per kWh	7.7250 ¢ per kWh
23	2.9339¢ per kWh	7.4250 ¢ per kWh
6, 6A, 6B (no interval meter)	0.0000 ¢ per kWh	7.1250 ¢ per kWh
6, 6A, 6B (with interval meter)	Under Schedule 32	5.9250 ¢ per kWh
8, 9, 9A	Under Schedule 32	5.9250 ¢ per kWh

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ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

**SOLAR ENERGY CHARGES FOR PARTICIPANTS SUBSCRIBED AFTER
DECEMBER 31, 2020:**

To Be Determined

MONTHLY BILL: The Monthly Bill shall be the volume of kWh Solar Energy that the Customer has agreed to purchase applied against the above Charges. The Monthly Bill is in addition to all other charges contained in Customer's applicable tariff schedule, with adjustments to the charges in the Customer's applicable tariff schedule as set forth in the Special Conditions section of this schedule.

SPECIAL CONDITIONS:

1. After subscribing, customers will remain subscribed to the program until they cancel. Customers subscribing to amounts equal to or greater than 2,000 kW may negotiate specific subscription durations to be established as part of their electric service agreement.
2. Customers under Schedules 1, 2, 3 and 23 can subscribe up to 100% of their usage for the prior 12 months (on a kWh basis). Customers can subscribe to at least one block, regardless of usage, if they meet all other eligibility requirements.
3. Customers under Schedules 6, 6A, 6B, 8, 9 and 9A can subscribe to as many blocks as they want, but their subscription cannot exceed their usage for the prior 12 months. Customer can subscribe to at least one block, regardless of usage, if they meet all other eligibility requirements.
4. If a customer cancels a subscription, the subscribed amount will be added to the available program capacity. Cancellation shall be effective at the end of the billing period in which the request is made.
5. Customers may transfer their subscriptions to other locations in the Company's Utah service territory if they move (provided they stay on the same rate schedule and account remains under the same customer name).
6. Customers can cancel their subscription within 30 days of signing up with no penalty/cancellation fee.
7. Subscribers may pay a cancellation fee if they cancel within three years of subscribing. For the block option, the cancellation fee will equal up to \$50 per block. Subscribers that participate in the Full Coverage solar option may pay a cancellation fee based on their prior 12 month kWh subscribed usage equivalent to the comparable annualized block subscription. After subscribing for three years, no cancellation fees will apply, except for Customers whose subscription is for 100 Mwh or greater in a given month.

(continued)

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ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

8. Customers with subscription amounts equal to or greater than 100 MWh in a given month must sign an agreement with the Company obligating them for a fifteen year period. If the customer exits the contract early, they will be charged an exit fee. The exit fee will be *up to* the customer's annual Subscriber Solar premium.
9. The Company may not accept enrollments for accounts that have a time-payment agreement in effect, or have received two or more disconnect notices, or have been disconnected for non-payment within the last 12 months.
10. The Company will retain ownership of the Renewable Energy Credits (RECs) and all other environmental attributes including but not limited to carbon emission reduction credits, which will be retired by the Company on behalf of subscribers. Customers may request to have RECs deposited in their own Western Renewable Energy Generation Information System account at their own expense.
11. For participants who subscribe before January 1, 2021 the Solar Generation Charge will be fixed for the duration of the Subscriber Contract. The Solar Delivery Charge will adjust over time consistent with changes in non-generation related costs (e.g., transmission, distribution, and customer service costs) approved for recovery in rates.
12. Customers under Schedules 6, 6A and 6B who have interval meters and customers under Schedules 8, 9 and 9A who participate in the program will be on Schedule 32 and will not be subject to a separate Solar Delivery Charge to the extent non-generation related delivery costs are captured in Schedule 32. Customers under Schedules 6, 6A and 6B who do not have interval meters will remain on the applicable service schedules and will not be subject to a separate Solar Delivery Charge to the extent non-generation related delivery costs are captured in the Facilities Charge, Demand Charge, or some other applicable charge in those Schedules.
13. **BLOCK SUBSCRIPTIONS:** For Schedules 1, 2, 3 and 23 and Schedules 6, 6A and 6B (no interval meter), the kWh from the Subscriber Solar Energy Block(s) will be applied to the actual electricity usage each month, resulting in a reduced amount of kWh to be billed under the customer's applicable service rate schedule. Electricity used in excess of the purchased solar energy kWh will be billed consistent with the Customer's regular electricity service rate schedule. If electricity usage is below the amount covered by the solar energy block(s), then the excess solar energy block kWh will be rolled forward and credited against the Customer's usage in the following month. The Customer will still be responsible for the full Solar Energy Charges each month. On the monthly billing following the anniversary date of the customer's subscriber solar contract, any excess banked solar energy block kWh will be valued at the then-current Schedule 37 avoided cost rate for the applicable time period and donated to the Low Income Program and the balance will reset to zero.
14. **FULL COVERAGE OPTION USAGE SUBSCRIPTIONS:** For Schedules 1, 3 and 23 where customer has subscribed to Full Coverage Solar Option, all kWh energy charges each month will be billed consistent with the Subscriber Solar rate as published in this schedule.

(continued)

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ELECTRIC SERVICE SCHEDULE NO. 73 - Continued

15. For Schedules 8, 9 and 9A and Schedules 6, 6A and 6B (with interval meter), charges will be determined under Schedule No. 32. The kWh from the Subscriber Solar Energy Blocks will be netted against the customer's metered usage on a fifteen (15) minute basis. Excess solar energy block kWh in any given fifteen (15) minute period cannot be rolled to future periods. If there are more solar energy kWh than customer load in any given 15 minute period, the customer's load will be set to zero for that fifteen (15) minute period; and the amount of solar energy kWh that exceeds the load (prior to setting the load to zero) will be credited to the customer at the then-current Schedule 37 avoided cost rate for the applicable time period.
16. Except for the Energy Balancing Account ("EBA") adjustment rate schedule, as described in this paragraph, all contracted Subscriber Solar Energy 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 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.
17. Customers being served under this schedule may not participate in Net Metering or Transition Program for Customer Generators.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.