

APPLICATION OF DOMINION ENERGY UTAH

Docket No. 19-057-02

EVIDENTIARY HEARING

DAY 2

January 16, 2020

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Evidentiary Hearing Day 2
January 16, 2020

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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Application of Dominion) Docket No: 19-057-02
Energy Utah to Increase)
Distribution Rates and)
Charges and Make Tariff)
Provisions - Phase II)
_____)

EVIDENTIARY HEARING DAY 2

Taken on Thursday, January 16, 2020

At 8:58 a.m.

At the Public Service Commission of Utah
160 East 300 South
4th Floor
Salt Lake City, Utah 84111

Reported by: Kimberly A. Harmon, RPR, CSR

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1 P R O C E E D I N G S

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3
4 CHAIRMAN LEVAR: Okay. It looks like we
5 have everyone here. We'll begin. This is day 2 of
6 the evidentiary hearing in Public Service Commission
7 Docket 19-57-2, Application of Dominion Energy Utah
8 to Increase Distribution Rates and Charges and Make
9 Tariff Modifications.

10 When we -- when we had went into recess
11 yesterday, we were hearing a summary from
12 Mr. Bruce R. Oliver on behalf of American Natural Gas
13 Council. We had an objection raised by Dominion
14 Energy Utah, and we've considered the objection.

15 We've considered this issue in similar
16 issues in recent cases and considered them on a
17 case-by-case basis. One of the factors that we've
18 considered in the previous instances has been whether
19 testimony has been developed in surrebuttal and
20 changed in surrebuttal that would warrant live
21 sur-surrebuttal in hearing. And that has been an
22 issue that we've considered in the past, and that was
23 the case here.

24 If this issue had been brought to us at the
25 beginning of the hearing, where all parties would

1 have had the benefit of knowing that there was an
2 intent to provide live sur-surrebuttal in the hearing
3 and had the opportunity to comment on it at the
4 beginning of the hearing and conduct their
5 cross-examinations accordingly, that might have been
6 a different scenario. But being presented
7 unannounced in the last hearing, the last -- with the
8 last witness of the hearing raises fairness concerns
9 to all parties and equity concerns to all parties.

10 So considering that, we are sustaining the
11 objection. And we will disregard any elements of
12 Mr. Oliver's summary that were not summarizing his
13 filed written testimony.

14 And with that, do we need another minute or
15 two to conclude his summary?

16 MR. MECHAM: We do.

17 CHAIRMAN LEVAR: Okay.

18 MR. MECHAM: Yep. So we'll recall
19 Mr. Oliver.

20 CHAIRMAN LEVAR: Okay.

21 Good morning. And you're still under oath
22 from yesterday.

23 THE WITNESS: Good morning.

24 CHAIRMAN LEVAR: Thanks.

25 THE WITNESS: Thank you.

1 MR. MECHAM: Mr. Oliver, would you like to
2 conclude your summary?

3 THE WITNESS: Yes. There were three
4 elements --

5 CHAIRMAN LEVAR: Is your microphone on?

6 THE WITNESS: I believe it is. The green
7 light --

8 CHAIRMAN LEVAR: Okay.

9 THE WITNESS: Yes.
10 There are three elements of my
11 testimonies -- and I think most of them were
12 addressed in all three of the testimonies -- that I
13 did not have the opportunity to summarize yesterday.
14 All of those relate to the company's billing and
15 administration of TS service. Those elements are the
16 administrative charge, the company's enrollment
17 process, and the company's proposed billing of SNG
18 peak hour costs to TS customers.

19 I appreciate that the company has proposed a
20 reduction in its administrative charge. But the
21 proposed charge remains dramatically above the
22 administrative charge billed to transportation
23 customers by other gas utilities. Nothing in DEU's
24 operations in Utah justify such a higher
25 administrative charge. The costs included in DEU's

1 administrative charge are already included in its
2 fully-allocated costs of service. The administrative
3 cost analysis that Witness Summers has presented, as
4 I discussed in my testimony, simply is a reallocation
5 of those costs. Everything in the administrative
6 charge is already included in the company's
7 fully-allocated revenue requirement.

8 Yet as I show on page 38 of my direct
9 testimony, in table 1, if you look at the combined
10 customer-related charges or BSF charges and the
11 administrative charges billed by BSF class to TS
12 customers, they result in substantial overcollection
13 of the allocated customer costs in the company's own
14 cost of service study as presented in DEU
15 Exhibit 4.18. The analysis I've presented on page 38
16 of my direct testimony has not been refuted by the
17 company.

18 Second, the enrollment process. I've
19 explained the DEU's restrictive TSA -- or TS
20 enrollment process is not justified by its Wexpro
21 commitment. All gas utilities have an obligation and
22 a responsibility to plan for reliable delivery of
23 natural gas to their customers throughout the year,
24 and particularly during peak periods. Every gas
25 utility I've dealt with -- and I've dealt with

1 utilities on these very gas planning types of
2 issues -- they start in the late spring and early
3 summer, planning their requirements for the next
4 winter to make sure that they'll have adequate
5 supplies. There's nothing unique about the Wexpro
6 relationship that changes that.

7 However, all gas utilities, including DEU,
8 face considerable uncertainties in their planning of
9 those peak hour requirements. And uncertainties
10 regarding small TS customer transfers pale in
11 comparison to the uncertainties that customers face,
12 as I said in my testimony, relating to weather and
13 relating to the addition of customers on a growing
14 system.

15 When the company plans its gas supply in the
16 summer for the following year, they don't know what
17 the weather is going to be. They don't know what
18 their actual peak will be. They don't know how many
19 customers they will actually be adding during that
20 period. And the transfer of even 100 or 150 small TS
21 customers does not have a major impact on those
22 planning considerations. It's within the noise of
23 the uncertainties, it's -- that they're already
24 dealing with.

25 Moreover, as I also note in my testimony, if

1 you believe this remains a significant concern, there
2 are other ways to deal with it. In my work in
3 Rhode Island, I was instrumental in working with the
4 utility to negotiate a framework where if a customer
5 came back to transportation service without adequate
6 notice during the winter period and the company had
7 not had the opportunity to plan for their supplies
8 during that winter period, or if a new customer
9 wanted to take transportation service without
10 substantial advanced notice during that period, they
11 would pay a surcharge to compensate the utility for
12 any incremental costs that their use of gas during
13 that period would cause the utility to incur.

14 That mechanism has been in place for seven
15 or eight years now and has worked well. There have
16 been no problems. And it provides a very clear
17 signal to customers, when they're doing their
18 planning, that they need to think in advance and
19 avoid a situation where they could put the utility in
20 the situation where they would have to incur large
21 incremental gas supply costs to supply this new
22 customer's requirements.

23 So the idea that you need a once-a-year
24 enrollment window to address those problems is
25 totally unnecessary. And other utilities allow for

1 rolling enrollment with reasonable advanced notice --
2 usually 60, 90 days advanced notice -- and do that
3 and still are able to plan reasonably and responsibly
4 for their gas supply without imposing costs on sales
5 service customers.

6 Finally, I turn to the SNG peak hour costs.
7 As I explained in my testimony, the tariff already
8 addresses TS customers' use of gas in excess of their
9 deliveries and in excess of their firm contract
10 supply commitments from third parties.

11 There is nothing in TS customers' use of gas
12 that is not already addressed within the tariff and
13 for which billing or penalties or payments are
14 prescribed in the tariff without the addition of the
15 SNG peak hour charge. There have been suggestions
16 that, "Well, there are different costs that this SNG
17 peak hour is supposed to be addressing." But there's
18 no documentation of how those are different than what
19 the company is already providing for in the tariff.

20 If a customer, on any day, uses gas in
21 excess of their deliveries -- not just in excess of
22 their contract demands, but in excess of their
23 deliveries -- they're subject to imbalance charges.
24 At any time a customer uses gas in excess of a
25 restriction, such as a hole to burn restriction or a

1 interruption, they're subject to penalties -- and
2 sometimes very severe penalties -- for using
3 additional gas supplies.

4 The company's proposal is asking to bill TS
5 customers every month of the year based on their
6 contract demands, which are demands being supplied by
7 a third party, which they have a commitment from a
8 third-party supplier to fulfill. Not incremental
9 requirements. But the company wants to bill these
10 customers every month on that demand basis for
11 charges that are only incurred in exceptional
12 circumstances. And there is already provision in the
13 tariff to bill the customers in those exceptional
14 circumstances.

15 I strongly encourage the Commission to look
16 carefully at the portions of the tariff that I've
17 cited and at the entire TS proportions relating to
18 this issue and find where it becomes necessary for
19 the company to bill additional SNG peak hour costs to
20 TS customers. It's not there.

21 Each of these three elements of the
22 company's billing and administration of its TS
23 service represents another inhibiting factor to
24 customers using -- from -- for customers to use TS
25 service or to overcharge them for the services that

1 they're receiving, and I strongly encourage, once
2 again, for the Commission to carefully consider
3 these.

4 Thank you.

5 MR. MECHAM: Does that conclude your
6 summary, Mr. Oliver?

7 THE WITNESS: It does.

8 MR. MECHAM: All right. Thank you.

9 Then I would move the admission of his
10 testimony, which I identified yesterday as his direct
11 being marked as ANGC 2 with ANGC 2.01 through 2.04
12 and Attachments A and B; his rebuttal is ANGC 2R with
13 ANGC 2.01R through 2.05R; and his surrebuttal being
14 marked as ANGC 2SR with Exhibits ANGC 2.01SR through
15 2.03SR.

16 CHAIRMAN LEVAR: If anyone objects to the
17 motion, please indicate to me.

18 (No response.)

19 CHAIRMAN LEVAR: I'm not seeing any
20 objections, so the motion is granted.

21 (ANGC Exhibits 2, 2.01 - 2.04, 2R,
22 2.01R - 2.05R, 2SR, and 2.01SR were
23 admitted.)

24 MR. MECHAM: Thank you. Mr. Oliver is
25 available for cross-examination.

1 CHAIRMAN LEVAR: Thank you. Major Kirk or
2 Captain Friedman, do you have any questions for
3 Mr. Oliver?

4 MAJOR KIRK: No, sir. No questions.

5 CHAIRMAN LEVAR: Okay. Thank you.

6 Mr. Russell?

7 MR. RUSSELL: I do have a couple of
8 questions.

9
10 CROSS-EXAMINATION

11 BY MR. RUSSELL:

12 Q. Mr. Oliver, you were in the hearing room
13 yesterday during Mr. Collins' testimony and
14 cross-examination; is that correct?

15 A. I was.

16 Q. And do you recall the testimony on
17 cross-examination regarding the NARUC manual?

18 A. I do.

19 Q. Do you have a copy of OCS Cross Exhibit 1 up
20 there? I know it was up there when --

21 A. I don't.

22 Q. Let me give you a copy here.

23 You have referenced the NARUC manual in your
24 testimony, specifically in your surrebuttal
25 testimony, and the questions that I have for you

1 relate to some of your testimony relating to the
2 allocation of peak demand costs to interruptible
3 customers that were sort of highlighted in some of
4 the questioning yesterday. And I'd like you to look
5 at -- it's page 27.

6 Do you have that?

7 A. I have that.

8 Q. And under "Coincident Demand Method," the
9 first sentence there reads: "In the coincident
10 demand peak responsibility method, allocation is
11 based on the demands of the various classes of
12 customers at the time of system peak."

13 Do you have an understanding of whether
14 NARUC, in using the term "system peak," intends to
15 convey actual use or design day use or whether they
16 have a definition?

17 A. NARUC leaves that matter unclear. And yeah,
18 this was written in 1989, at which time we really
19 didn't have cases like this one where you had the
20 cost of service trying to reflect a projected year.
21 In this case, 2020. Even if you're trying to do,
22 quote, an actual year, I don't know what you'd be
23 referring to.

24 Does that mean that you're using actual data
25 for the past year, or are you using estimated actuals

1 for the year that you're doing the cost of service
2 for? So it's -- yeah. The whole environment has
3 evolved since this was written, but it leaves a lot
4 of gray area in terms of what they're referring to as
5 "peak demand" and "coincident peak demand."

6 In my experience, you either have to seek a
7 weather-normalized coincident or non-coincident peak
8 demand measure, or you need to use a design
9 requirement where everything is designed on the
10 same -- or estimated on the same design criteria
11 which would be sufficient to meet your design peaks.

12 And most frequently, in my experience,
13 people use the design peak criteria because that's
14 what facilities are designed for, and that's what
15 causes the incurrence of cost.

16 **Q. Okay. Thank you.**

17 MR. RUSSELL: That's all I have.

18 CHAIRMAN LEVAR: Thank you, Mr. Russell.

19 Mr. Snarr, do you have any questions for
20 Mr. Oliver?

21 MR. SNARR: No questions.

22 CHAIRMAN LEVAR: Thank you.

23 Mr. Jetter?

24 MR. JETTER: I have no questions. Thank
25 you.

1 CHAIRMAN LEVAR: Okay.

2 Ms. Clark or Mr. Sabin?

3 MS. CLARK: Yeah, I have a couple questions,
4 thank you.

5

6 CROSS-EXAMINATION

7 BY MS. CLARK:

8 Q. Mr. Oliver, you've testified that the
9 commission should split the TS class at a breaking
10 point of 35,000 dekatherms; is that correct?

11 A. I did.

12 Q. And would you agree that you could split the
13 class other ways using seasonal usage, load factor,
14 type of usage, like industrial or commercial or the
15 location?

16 A. There are lots of ways you can split
17 classes. I would submit that I have presented
18 compelling evidence that shows that there are
19 significant reasons to believe that something around
20 a 35,000 split, and any split, will have some gray
21 areas associated with it. But the 35,000, as I've
22 shown in -- I believe it's my Exhibit 2-2R -- 202R --
23 give me a sec. Just a second there.

24 Page 1 of 2 shows a dramatic difference
25 between the rate of return for -- and the return

1 earned for customers using less than 35,000 and
2 customers using more than 35,000. And that alone, in
3 my experience, in my assessment, is a very compelling
4 reason to split the class at that level.

5 Q. Mr. Oliver, you've also indicated, in your
6 direct testimony at approximately line 48, that the
7 company's class cost of service analysis is -- I
8 think the word you used was "eroded."

9 A. Was what? I'm sorry.

10 Q. Let me -- let's do it this way: Let me have
11 you turn to your direct. And on page 24 of your
12 direct --

13 A. Give me just a second, please.

14 Q. Sure.

15 A. I'm there.

16 Q. Around line 486, you say: "Yet DEU has
17 failed to properly examine the details of those costs
18 and ensure that those costs are allocated among
19 classes in a manner that reasonably reflects cost
20 causative relationships. As a result, the overall
21 accuracy and reliability of DEU's class cost of
22 service allocations is eroded."

23 Do you see that?

24 A. I see that.

25 Q. And didn't you rely on this very same

1 **analysis when you proposed splitting the TS class?**

2 A. I do. But I think that these would be
3 refinements in the cost results. I don't think that
4 the issues I'm addressing here -- for example, as I
5 noted in my testimony, the company has allocated all
6 of its general administrative costs on general plant
7 where many of those costs are actually incurred on a
8 labor cost basis.

9 Most other utilities would allocate things
10 like pension costs and administrative salaries on a
11 labor cost basis. The company's done it all on plant
12 basis, and there's no nexus between the amount of
13 plant that the company has and the amount of costs
14 that they incur from many of those categories. I
15 think those refinements -- I don't think that they
16 dramatically change the cost allocation results that
17 we've been focused on.

18 **Q. I want to turn your attention, Mr. Oliver,**
19 **to your surrebuttal testimony at page 18.**

20 A. 18?

21 **Q. 18, yes.**

22 A. I'm there.

23 **Q. Starting at line 362, you say: "Few**
24 **residential customers have the knowledge and/or**
25 **access to experienced professional advice needed to**

1 identify and understand the potential cost impacts of
2 differences between utility charges and competitive
3 market gas supply offerings."

4 Do you see that?

5 A. I do.

6 Q. Would you say that that is equally true of
7 small commercial customers and small industrial
8 customers?

9 A. No.

10 Q. Okay.

11 A. Now, I've had a lot of experience dealing
12 with all types of customers on these issues, and I
13 regularly provide advice to customers trying to
14 evaluate supply alternatives. Customers of all
15 sizes. And you need to remember that many small
16 customers either are associated with larger customers
17 that also have larger accounts, and therefore have
18 the ability and the experience to deal with it,
19 and/or they buy in as part of a group that has
20 advice. Yes, there are some smaller customers that
21 don't have that same level of advice, but it's much
22 more acute within the residential class.

23 And I bring up this point in particular
24 because I've had a lot of experience in the
25 negotiation of competitive supply contracts. And

1 everybody thinks that when you go out to buy
2 competitive gas supply, you solicit bids and you take
3 the lowest price and you save money. But, in fact,
4 that's not the case.

5 Every supplier wants to serve the customer
6 using their paper, their contracts, their contract
7 language. And no two are the same. And I've worked
8 with people who have tried to do an auction process
9 to get everybody to bid -- you know, they specify the
10 terms and get everybody to bid to the same terms, and
11 what happens is many suppliers refuse to sell on
12 anything but they're own contract terms.

13 So you're always faced with this problem of
14 having to evaluate and understand very subtle terms
15 within the contract. Things like: What costs get
16 passed through and what costs don't? What are the
17 renewal terms?

18 I've seen contracts for small residential
19 customers where the supplier gave a very attractive
20 initial price, but they had a renewal provision that
21 at the end of the contract they would provide the
22 customer a new -- they could change the price and/or
23 the terms under which they were providing the
24 service. And if the customer didn't respond in a
25 written manner that they didn't want the new contract

1 within ten days -- which is a very short time to
2 identify and evaluate alternatives, particularly for
3 a residential customer -- they would be automatically
4 renewed for another year or two. You know, these
5 things, a commercial customer who has some advice
6 knows how to deal with. Many residential customers
7 aren't even aware of those subtleties.

8 MS. CLARK: Thank you. I have no further
9 questions.

10 THE WITNESS: Thank you.

11 CHAIRMAN LEVAR: Thank you, Ms. Clark.

12 Any redirect, Mr. Mecham?

13 MR. MECHAM: None, thank you.

14 CHAIRMAN LEVAR: Commissioner Clark, do you
15 have any questions for Mr. Oliver?

16 COMMISSIONER CLARK: No questions. Thank
17 you.

18 CHAIRMAN LEVAR: Commissioner White?

19 COMMISSIONER WHITE: No questions, thanks.

20 CHAIRMAN LEVAR: And I don't have any
21 others, so thank you for your testimony.

22 THE WITNESS: I appreciate the opportunity.
23 I'm sorry about yesterday.

24 CHAIRMAN LEVAR: Thank you.

25 Anything further, Mr. Mecham?

1 MR. MECHAM: Nothing from us. Thank you.

2 CHAIRMAN LEVAR: Anything further from
3 anyone? And I understand we have a -- oh, sorry.
4 Mr. Snarr?

5 MR. SNARR: I have one follow-up.

6 CHAIRMAN LEVAR: Okay.

7 MR. SNARR: Yesterday a question was asked
8 by Commissioner Clark related to tariff changes
9 related to the SNG charge and what the Office's
10 position was. We've looked at it, and we don't
11 oppose that tariff change.

12 COMMISSIONER CLARK: Thank you for
13 reporting.

14 MR. SNARR: Sure.

15 CHAIRMAN LEVAR: Okay. Thank you.

16 Anything else from anyone?

17 (No response.)

18 CHAIRMAN LEVAR: I do understand we have
19 a -- hopefully -- consensus filing in a couple weeks.
20 If it doesn't turn out that way, we'll -- we might be
21 back here in this room or -- or dealing with things
22 another way.

23 Our calculation shows that our order is due
24 on or before February 26th, so you can expect an
25 order on or before that date. Probably not much

1 before, if any.

2 And with that, we're adjourned. Thank you.

3 (Proceedings concluded at 9:24 a.m.)

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REPORTER'S CERTIFICATE

STATE OF UTAH)
)
COUNTY OF UTAH)

I, KIMBERLY A. HARMON, a Certified Shorthand Reporter and Registered Professional Reporter, hereby certify:

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

I further certify that I am not a relative or employee of any attorney of the parties, nor do I have a financial interest in the action.

I have subscribed my name on this 24th day of January, 2020.



Kimberly A. Harmon, RPR, CSR

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