

Stipulation and Partial Settlement Agreement
of Phase III Issues

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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE APPLICATION OF ROCKY MOUNTAIN POWER TO IMPLEMENT PROGRAMS AUTHORIZED BY THE SUSTAINABLE TRANSPORTATION AND ENERGY ACT	DOCKET NO. 16-035-36 Stipulation and Partial Settlement Agreement
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**STIPULATION AND PARTIAL SETTLEMENT
AGREEMENT OF PHASE III ISSUES**

Rocky Mountain Power, a division of PacifiCorp, (“Rocky Mountain Power” or “Company”), the Utah Division of Public Utilities (“DPU”), the Utah Office of Consumer Service (“OCS”), Utah Clean Energy (“UCE”), Western Resource Advocates (“WRA”), Chargepoint, Inc. (“Chargepoint”), and the Sierra Club (collectively, the “Parties”) hereby file this Stipulation and Partial Settlement Agreement of Phase III Issues (“Stipulation”) for approval by the Public Service Commission of Utah (“Commission”). In support of the Stipulation, the Parties state as follows.

1. The Parties have conducted settlement discussions over the course of several days and had meetings on May 11 and 12, 2017. Drafts of this Stipulation were

circulated to the Parties for review and comment on May 12, 2017. This Stipulation has been entered into by the Parties after consideration of the views of all parties who participated in Phase III of this docket. No intervening party has indicated that it intends to oppose this Stipulation.

2. The Parties represent that this Stipulation is just and reasonable in result. The Parties recommend that the Commission approve the Stipulation and all of its terms and conditions. The Parties request that the Commission make findings of fact and reach conclusions of law based on the evidence and on this Stipulation and issue an appropriate order thereon.

BACKGROUND

3. On January 31, 2017, the Company filed its Supplemental Application to Implement Electric Vehicle Incentive and Time of Use Pricing Programs Authorized by the Sustainable Transportation and Energy Plan Act, together with the supporting testimony and exhibits of William J. Comeau and Robert M. Meredith.

4. On February 27, 2017, the Commission issued its Phase III Scheduling Order establishing deadlines for intervention and direct, rebuttal, and surrebuttal testimony.

5. On April 6, 2017: (1) WRA filed the Phase III Direct Testimony of Kenneth L. Wilson; (2) the DPU filed the Phase III Direct Testimony of Robert A. Davis; (3) OCS filed the Phase III Direct Testimony of Jacob Thomas, James W. Daniel, and Cheryl Murray; (4) Chargepoint filed the Phase III Direct Testimony of James Ellis; and (5) UCE filed the Phase III (Electric Vehicles) Direct Testimony of Sarah Wright and Kevin Emerson.

6. On April 27, 2017: (1) WRA filed the Phase III Rebuttal Testimony of Kenneth L. Wilson; (2) the OCS filed the Phase III Rebuttal Testimony of Cheryl Murray;

(3) UCE filed the Phase III (Electric Vehicles) Rebuttal Testimony of Sarah Wright; (4) the Company filed the Phase III Rebuttal Testimony of Robert M. Meredith; and (5) the DPU filed the Phase III Rebuttal Testimony of Robert A. Davis.

7. On May 10, 2017, the parties filed a Joint Motion for an Extension of Surrebuttal Testimony Filing Date, and on May 11, 2017, the Commission issued its Order on Request for Extension of Time, extending the deadline for surrebuttal testimony to May 16, 2017.

8. Various parties held a series of settlement discussions commencing on May 9, 2017, and continuing with all Parties on May 11-May 12, 2017.

9. The Parties have now reached agreement on many of the issues related to the Electric Vehicle Incentive Program raised by parties in this matter, and agree that the following settlement terms are in the public interest and just and reasonable.

SETTLEMENT TERMS

10. **Residential Electric Vehicle (“EV”) Time-of-Use Pilot Option, Schedule 2E.** The Parties agree to the terms and conditions for the residential EV Time-of-Use Pilot, Schedule 2E, as contained herein and in Exhibit A to the Stipulation, which contains redlines showing changes to the tariff from the version in RMP__(RMM-7). The Guarantee Payment will be applicable to the self-selecting (ASG) participants on Schedule 2E as well as those in the Plug-in EV Load Research Study Program in Schedule 121. Any Guarantee Payments made to customers will be a reduction to Company revenues and will not be charged to other customers. The Parties agree that the Time Periods and Energy Charges for Rate Option 1 and Rate Option 2 for Schedule 2E will be litigated in this proceeding for final determination by the Commission.

11. **Plug-in Electric Vehicle Incentive Pilot Program, Schedule 120.** The Parties agree to the terms and conditions for the Plug-in EV Incentive Pilot Program, Schedule 120, contained herein and as proposed by the Company in its rebuttal testimony, including all maximum up to and initially offered incentive amounts. Exhibit B contains redlines showing changes to the tariff from the version in Exhibit RMP__(WJC-1R). The Company agrees to meet with interested parties after the first year of operation to evaluate the applications and awarded incentives by category and evaluate whether any changes to outreach or incentives are warranted, including potentially higher incentives for multi-family dwellings and the potential addition of incentives for residential AC Level 2 chargers. To aid in the evaluation of applications and incentives, the Company agrees to provide interested parties with available data that illustrates the deployment of charging stations by category (e.g., multi-family, workplace, public) and technology (e.g., AC Level 2, DC Fast Charging) in addition to available charger usage data. Additionally, the Company will provide a status update to interested parties in the first quarter of 2018.

12. **Plug-in Electric Vehicle Load Research Study Program, Schedule 121.** The Parties agree to the terms and conditions for the Plug-in EV Load Research Study Program, Schedule 121, as contained herein and in Exhibit C, which contains redlines showing changes to the tariff from the version in Exhibit RMP__(RMM-1R). The Load Research Study Program will be limited to residential customers who indicate they have a Level 2 charger. The Load Research Study Program will require participation for one year. The study may be continued beyond one year as follows: (1) the Company agrees to keep the load research meters in place and collecting data for the study participants for the EV Time-of-Use Pilot period duration; (2) the Company further agrees to meet with

interested parties to review initial load research study results between month nine and 12 of the study period, and discuss what actions and costs, if any, would be necessary to ensure a meaningful study.

13. **Reporting Requirements.** The Company agrees to the minimum reporting requirements for the EV Time-of-Use Pilot as contained in Exhibit D.

GENERAL TERMS AND CONDITIONS

14. 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.

15. 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.

16. 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.

17. The Parties request that the Commission consider this Stipulation and Partial Settlement Agreement at the public hearing scheduled for May 23, 2017. Each of the Parties will make one or more witnesses or representatives 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.

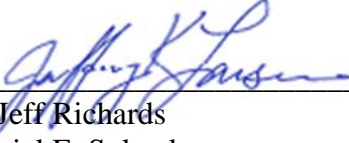
18. The Parties agree that if any person challenges the approval of this Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Stipulation, each Party will use reasonable efforts to support the terms and conditions of this Stipulation. As applied to the DPU 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.

19. 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.

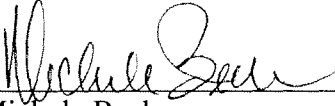
20. This Stipulation is an integrated whole, and any Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission's approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Stipulation 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.

21. 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 15th day of May 2017.

<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 Daniel E. Solander VP and General Counsel Rocky Mountain Power 1407 West North Temple, Suite 320 Salt Lake City, UT 84116</p>
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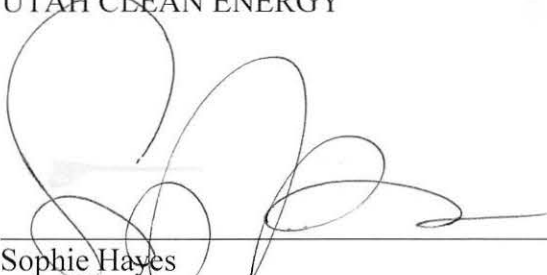
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