BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 16AL-0048E

IN THE MATTER OF ADVICE LETTER NO. 1712 FILED BY PUBLIC SERVICE COMPANY OF COLORADO TO REVISE ELECTRIC BASE RATES AND CHANGES TO TARIFF SHEETS AND REPLACE PUC NO. 7 WITH PUC NO. 8 TO BECOME EFFECTIVE FEBRUARY 25, 2016.

PROCEEDING NO. 16A-0055E

IN THE MATTER OF THE APPLICATION OF PUBLIC SERVICE COMPANY OF COLORADO FOR APPROVAL OF ITS SOLAR*CONNECT PROGRAM.

PROCEEDING NO. 16A-0139E

IN THE MATTER OF THE APPLICATION OF PUBLIC SERVICE COMPANY OF COLORADO FOR APPROVAL OF ITS 2017-2019 RENEWABLE ENERGY COMPLIANCE PLAN.

OPENING SETTLEMENT TESTIMONY OF RICK GILLIAM

ON BEHALF OF VOTE SOLAR

September 2, 2016
Q. Please state your name and business address.

A. My name is Rick Gilliam. My business address is 590 Redstone Drive, Suite 100, Broomfield, Colorado.

Q. On whose behalf are you submitting this answer testimony?

A. I am submitting this testimony on behalf of Vote Solar.

Q. Did you previously provide testimony in one or more of the proceedings that is resolved in the proposed Non-Unanimous Comprehensive Settlement Agreement?

A. Yes, I did. I submitted answer testimony in Docket Nos. 16AL-0048E (the general rate case Phase 2 proceeding), and answer and cross-answer testimony in 16A-0055E (the Solar*Connect proceeding). In those testimonies, I discuss my background include a summary of my background.

Q. Did Vote Solar participate in Proceeding No. 16A-0139E, the 2017-2019 Renewable Energy Plan?

A. No, Vote Solar did not intervene in the Renewable Energy Plan (“RE Plan”) proceeding, but due to the overlap of subject matter across these three proceedings, we participated in the discussions addressing certain elements that reflected in the agreement in the section that addresses the RE Plan proceeding.

Q. Does Vote Solar support the Non-Unanimous Comprehensive Settlement Agreement?

A. Yes, we do.
Q. What is the purpose of your testimony in this proceeding?

A. The purpose of my testimony is to address issues raised by Vote Solar in previously filed testimony, how the Non-Unanimous Comprehensive Settlement Agreement ("Agreement") addresses my concerns, and the benefits of Commission adoption of the Agreement.

Q. Please briefly summarize your testimony.

A. I will address, in turn, the concerns I raised in the two dockets in which Vote Solar intervened—first, the Phase 2 proceeding, and second, the Solar*Connect case.

Q. Please summarize the issues you raised in the Phase 2 proceeding.

A. This case represents the second phase of the Company’s general rate case ("GRC"). In Phase 1, the Commission approved the Company’s revenue requirement. In Phase 2, the Commission will approve an allocation of that revenue requirement to the various customer classes and the specific rates designed to collect the appropriate revenue from each class. In its submittal, the Company proposed a variety of changes to existing rates, the closing of a number of rates, the expansion of applicability of certain rates, and a new residential rate pilot program. In addition, although not a pricing change, the Company proposed a new mechanism to ensure full recovery of its rate case expenses associated with this proceeding.

The specific recommendations I proposed in the Phase 2 case include the following:

- Reject the proposed Grid Use Charge ("GUC") and retain volumetric pricing of distribution costs until conclusion of the Grid Intelligence and Security Certificate of Public Convenience and Necessity ("Grid CPCN") proceeding. If appropriately raised subsequent to the GRID CPCN proceeding, the Commission can consider whether implementation of a GUC is justified at that time;
• Maintain the SPV-TOU, STOU, PTOU, and TTOU rate schedules without a cap to gather information that will be useful to inform the development of future rate structures and pricing;

• Expand the applicability of the Time-of-Use (“TOU”) Electric Commodity Adjustment (“ECA”) as an option to any customer who has the appropriate metering capability;

• Reject the notion of a single demand-charge-based residential pilot program. Instead, add a second residential pilot program of similar size based on TOU pricing;

• Implement a TOU pricing pilot for Schedule C customers based on the same time periods and pricing philosophy as the residential TOU pilot;

• Reject the Auxiliary Service proposal as being premature at best and discouraging to new distributed energy resource (“DER”) technology that brings significant benefits to the grid;

• Put the concepts within the Company’s long-term rate design (“LTRD”) on hold, pending the outcome of the Grid CPCN proceeding and analysis of the additional information to be gathered through the pilot programs discussed above; and

• Reject the Company’s proposed guaranteed full recovery of its rate case expenses and establish a reasonable cap on those expenses, as well as allow for intervenor compensation.

Q. Please summarize the issues you raised in the Solar*Connect proceeding.

A. I raised a number of issues, and made the following recommendations to the Commission:

• Deny the request of PSCo to implement the Solar*Connect (“S*C”) program due to the anti-competitive nature of the program. The Company always has the ability to participate in the Community Solar Garden (“CSG”) program as it is currently structured, but the consequences for the solar market in Colorado of this S*C proposal are too severe to allow it to be implemented.

• If the Company does participate in the CSG program, or if the Commission allows the Company to implement some form of S*C in the future, I recommend (1) a firewall be created between S*C employees and retail customer data, and (2) a third party administer the two S*R programs with which PSCo would be competing.

• If PSCo proposes a S*C program in the future, several additional program
modifications are necessary, including modifying the subscriber credit and revenue sharing proposals to ensure that the capacity benefits of solar are accurately incorporated and that customers benefit from any excess revenue generated; and creating a low-income component or a separate low-income, subscription-based project to ensure that low-income customers can benefit from this additional solar option.

In cross-answer testimony, I responded to several issues raised by Staff and the Office of Consumer Counsel (“OCC”), making the following recommendations to the Commission:

• Reject Staff’s non-participant subsidy conclusion and OCC’s premium pricing proposal, as I discuss above.

• Deny the Company’s proposed S*C program because of its anti-competitive nature. If the Company participates in the CSG program, or if the Commission allows the Company to implement some form of S*C in the future, I recommend that the Commission reject (1) Staff’s recommended finding that the Company’s proposed pricing of the avoided cost value of the S*C project generation creates non-participant subsidies, and (2) the OCC’s proposed adder to ensure the premium nature of the product.

• Consistent with my answer testimony, if PSCo participates in CSG or offers some form of S*C in the future, I recommend (1) a firewall be created between S*C employees and retail customer data, and (2) a third party administer implement the two S*R programs with which PSCo would be competing.

Q. Does the Agreement resolve each of your issues consistent with your recommendations?

A. No, it does not. However, the overall package embodied in the Agreement represents a reasonable set of programs and commitments by PSCo and provides for ongoing stakeholder group discussions that will research several important topics. In addition, the Agreement also provides that the specific methods adopted in the Agreement have no precedential value. Thus, Vote Solar believes that, on balance, the Agreement is worth supporting.
Q. Were you satisfied with the settlement process?

A. No. The Settlement discussions were begun without a number of parties in the room, including Vote Solar. We had no information about the issues being addressed in the discussion until approximately three weeks after the Settlement discussions began. When we were finally invited in to the discussions, the basic framework for this agreement was complete.

Q. Did you express these concerns at the outset?

A. Yes. Our attorney required certain conditions from the Company for our involvement and participation in the ongoing settlement talks, to which the Company agreed. These were:

- By agreeing to pursue further settlement talks, Vote Solar is in no way giving up its right to litigate the Solar*Connect and Phase 2 cases in the event that either no settlement is reached or a partial or non-unanimous settlement is reached.
- By agreeing to pursue further settlement talks, Vote Solar is not agreeing to any terms/conditions/concepts that may have been developed/agreed to by any subgroup of parties who have been engaging in settlement conversations over the past three weeks, which did not include Vote Solar. To the extent that potential settlement terms/conditions/concepts have been developed/agreed to among the subgroup and will be presented to the rest of the parties to the Solar*Connect and/or the Phase 2 rate cases, the Company commits to explain each term/condition/concept and provide supporting data upon request.

Q. Please describe why you are willing to withdraw your specific recommendations to the Commission as a result of the Agreement.

A. The Agreement reflects the give and take of many parties, and each of us must weigh our chances of success in litigating the issues we care about. Of the issues I raised in
the two dockets in which Vote Solar is an intervenor, the Agreement reflects our proposal or position for several, a compromise for several others, and the loss of others.

Q. Please identify the issues in both the Phase 2 and Solar*Connect proceedings where your position prevailed.

A. As noted above, I made a series of recommendations in Phase 2 answer testimony, in Solar*Connect answer testimony, and in Solar*Connect cross-answer testimony. I don’t believe our position prevailed on any of our issues in Solar*Connect, which will be discussed in more detail below. The Phase 2 recommendations that are reflected in the Agreement, i.e. issues that were resolved favorably, include:

- Reject the proposed GUC and retain volumetric pricing of distribution costs until conclusion of the Grid CPCN proceeding. If appropriately raised subsequent to the GRID CPCN proceeding, the Commission can consider whether implementation of a GUC is justified at that time;
- Reject the notion of a single demand-charge-based residential pilot program. Instead, add a second residential pilot program of similar size based on TOU pricing;
- Implement a TOU pricing pilot for Schedule C customers based on the same time periods and pricing philosophy as the residential TOU pilot;
- Reject the Auxiliary Service proposal as being premature at best and discouraging to a new distributed energy resources technology that admittedly can bring significant benefits to the grid; and
- Put the concepts within the Company’s long-term rate design (“LTRD”) on hold pending both the outcome of the Grid CPCN proceeding, and analysis of the additional information to be gathered through the pilot programs discussed above.

Q. Please identify the Phase 2 issues on which you compromised.

A. The Phase 2 recommendations in my answer testimony upon which I compromised in
order to support the Agreement are as follows:

- Maintain the SPV-TOU, STOU, PTOU, and TTOU rate schedules without a cap so as to gather information that will be useful to inform the development of future rate structures and pricing;

- Expand the applicability of the TOU ECA as an option to any customer who has the appropriate metering capability;

- Reject the Company’s proposed guaranteed full recovery of its rate case expenses and establish a reasonable cap on those expenses, as well as allow for intervenor compensation.

**Q. Please describe the nature of your compromises on Phase 2 issues.**

**A.** A good deal of the Agreement on Phase 2 deals with rate design issues and the Agreement generally is geared towards time-varying rates, notably the residential TOU trial program. We support the move in this direction, as noted in my answer testimony. The benefits of time-varying rates, particularly the strong temporal connection between cost incurrence and cost recovery should be available to all customers. Customers that respond to TOU signals will not only reduce costs for themselves, but also for the utility. While Vote Solar continues to believe that TOU rates provide improved price signals, in consideration of the implementation of a residential TOU trial program that can lead to widespread adoption for smaller customers, we entered an agreement that does not include TOU rates for larger customers, with the exception of SPV-TOU. This SPV-TOU rate has over 100 customers, each with on-site solar, and we believe it can work for some secondary customers. The treatment in the Agreement is satisfactory.

The Agreement also extends the applicability of the time-varying ECA to additional customers (notably residential TOU customers). This is a move in the right direction,
With respect to rate case expenses, the Agreement does not guarantee the Company full recovery of its rate case expense. Rather, the Agreement defers recovery of these expenses until the next Phase 1 rate case. Parties may challenge recovery of the rate case expenses during that next Phase 1 proceeding. Guaranteed recovery of 100% of rate case expenses would have created a disincentive for the Company to hold down costs. Moreover, I note that this settlement process itself should reduce total expenses across all three cases—a good outcome. Finally, I hope that in the future the Company does not submit so many formal proceedings to the Commission in such a short timeframe. Such a strategy has significant impacts on the resources of many stakeholders, and apparently also requires a company, even one as large as Xcel, to seek outside legal support and technical expertise.

Q. Does the Agreement reflect any of your Solar*Connect Recommendations?

A. Other than the low-income-related portion of my third recommendation, the Agreement does not reflect the Solar*Connect recommendations in my answer and cross-answer testimonies. As previously noted, these issues include:

- Deny the request of PSCo to implement the S*C program due to the anti-competitive nature of the program. The Company always has the ability to participate in the CSG program as it is currently structured, but the consequences for the solar market in Colorado of this S*C proposal are too severe to allow it to be implemented.

- If the Company does participate in the CSG program, or if the Commission allows the Company to implement some form of S*C in the future, I recommend (1) a firewall be created between S*C employees and retail customer data, and (2) a third party administer the two S*R programs with which PSCo would be competing.
• If PSCo proposes a S*C program in the future, several additional program
modifications are necessary, including modifying the subscriber credit and
revenue sharing proposals to ensure that the capacity benefits of solar are
accurately incorporated and that customers benefit from any excess revenue
generated; and creating a low-income component or a separate low-income,
subscription-based project to ensure that low-income customers can benefit from
this additional solar option.

• Reject Staff’s non-participant subsidy conclusion and OCC’s premium pricing
proposal, as I discuss above.

• Deny the Company’s proposed S*C program because of its anti-competitive
nature. If the Company participates in the CSG program, or if the Commission
allows the Company to implement some form of S*C in the future, I recommend
that the Commission reject (1) Staff’s recommended finding that the Company’s
proposed pricing of the avoided cost value of the S*C project generation creates
non-participant subsidies, and (2) the OCC’s proposed adder to ensure the
premium nature of the product.

• Consistent with my answer testimony, if PSCo participates in CSG or offers some
form of S*C in the future, I recommend (1) a firewall be created between S*C
employees and retail customer data, and (2) a third party administer the two S*R
programs with which PSCo would be competing.

Q. Please describe the low-income issue resolution.

A. While reflected in the Renewable Energy Procurement Plan portion of the
Agreement, and not in the Solar*Connect portion, the agreement of the Company to
take on the 5% low-income requirement of CSG developers, together with the
additional 4 MW, 100% low-income CSG RFP; new low-income rooftop solar
program; and the 500 kW low-income standard offer set aside in the CSG program
adequately addresses the goals I was seeking in the Solar*Connect proceeding.

Q. Please describe the nature of your compromises on the Solar*Connect issues.

A. As previously noted, the Agreement covers three proceedings as a package. We
believe the Phase 2 result in the Agreement is a positive step. Additionally, while we
were not a party to the RE Compliance Plan, we believe that the additional capacity
available for the small, medium, and CSG programs is also a positive outcome. The
Solar*Connect section of the Agreement also represents some positive steps toward a
reasonable solar program.

For example, the Agreement includes a low-income component, thus ensuring that
low-income customers can benefit from this additional solar option. We believe the
Agreement resolves our concerns with low-income access in a fair way.

The most important issue raised by the Company’s Solar*Connect proposal is its anti-
competitive nature. The Agreement addresses the anti-competitive issue by
effectively forcing the Solar*Connect (now Renewable*Connect) product to be a
premium product, rather than pricing it fairly and promoting competition among
suppliers of similar subscription-based solar offerings, including PSCo. However, the
Agreement, in my view, fails to adequately address the “significant advantages”
Public Service enjoys concerning economies of scale and geographical freedom.

As many parties pointed out in testimony, the Commission found in denying the first
attempt at this proposal from PSCo that:

Public Service has not adequately demonstrated that it will ensure a level
competitive playing field with other solar providers. Solar*Connect may
have significant advantages due to facility size (economies of scale) and
superior solar locations that are not permitted under the existing programs’
statutes. We also agree with the arguments that Public Service has access
to customer information and other marketing advantages because of its
status as the regulated monopoly utility.¹

Accepting this issue in the settlement is a very difficult decision for Vote Solar

because I am concerned the Agreement does not resolve the competitive issues
previously raised by the Commission.

Finally, Attachment F to the Agreement identifies some of the complex issues that
will be taken up by Stakeholder Groups in quarterly meetings. Among these, and
specifically related to this important issue, is the following topic for the Future
Voluntary Renewable Programs Stakeholder Group:

Appropriate bill credit or avoided cost calculation methodologies for
various programs including, but not limited to, Renewable*Connect,
Solar*Rewards, Solar*Rewards Community, and Net Metering. The
discussion will include how and under what conditions different
methodologies may apply.²

Important to Vote Solar is the footnote to this topic, which addresses the valuation of
distributed solar resources and utility-scale solar resources, an area of study that has
yet to be fully developed and vetted despite the many proceedings in which we have
discussed the value of such resources:

At a minimum, the group will examine (1) the conditions under which gas
turbine startup costs can be avoided, (2) the differences between avoided
energy cost modeling and the costs recovered in the ECA, and (3) the
differences between the “economic carrying charge” and the “levelized
carrying charge” used in the avoided capacity cost determination.³

We expect this examination will generate a good deal of data and analyses that will
be useful in future reviews of solar resources in many contexts.

For Vote Solar, the language in Appendix F, together with the other items noted
above, including the low-income accessibility issue and the resolution of the Phase 2

² The Agreement at Attach. F, pg. 2 of 5.
³ Id. n.2.
issues, was sufficient for us to sign on to the Agreement.

Q. Do you have any immediate concerns about the Solar*Connect section of the Agreement?

A. Once the Solar/Renewable*Connect product is built and being offered in the marketplace, it will be very difficult to put that genie back in the bottle. If the market is damaged by the introduction of the program, it may not be evident until the damage is already done, so I urge the Commission to be very assertive in overseeing this program.

Finally, the Agreement does not adequately address the access the Company’s marketers will have to its customer information database. The Agreement only includes minor changes, such as enabling online sign-ups for net-metering-only customers, to the Company’s original proposal for a common information platform for each of the programs. The Agreement continues to allow, with some minor exceptions, full access to the customer information system by employees promoting the product. In addition, the Agreement allows certain types of solar customers to sign up online on the “common platform.” However, the platform is still administered by the Company, which will now have a product competing with solar products already in the market. I still have concerns about this structure.

Q. Please identify any other matters you wish to highlight.

A. I particularly want to highlight and emphasize the importance of General Provision paragraph 4 on page 78 of the Agreement, to Vote Solar, and repeated here for
completeness. We will rely on this paragraph for treating certain issues resolved for
settlement purposes in these cases as a clean slate in future proceedings.

Except as expressly stated herein, nothing in this Settlement Agreement
shall resolve any principle or establish any precedent or settled practice.
Moreover, nothing in this Settlement Agreement shall constitute an
admission by any Settling Party of the correctness or general applicability
of any claim, defense, rule, or interpretation of law, allegation of fact,
regulatory policy, or principle underlyng or thought to underlie this
Settlement Agreement or any of its provisions in this or any other ongoing
or future proceeding. As a consequence, no Settling Party in any future
negotiations or proceedings whatsoever (other than any proceeding
involving the honoring, enforcing, or construing of this Settlement
Agreement in those proceedings specified in this Settlement Agreement,
and only to the extent so specified) shall be bound or prejudiced by any
provision of this Settlement Agreement.

Finally, I want to highlight the process issues I raised early on. I think it was counter-
productive to exclude parties from the initial discussions, and certainly felt like we, as
a late entrant, had a steeper hill to climb to reach resolution on several substantive
issues.

Q. Please summarize Vote Solar’s recommendations.

A. I recommend the Commission approve the Settlement Agreement and provide
guidance to the Company against excluding parties from substantive settlement
discussions in the future.

Q. Does this conclude your testimony?

A. Yes.
CERTIFICATE OF SERVICE

I certify that I have served a copy of the foregoing **Opening Settlement Testimony of Rick Gilliam on Behalf of Vote Solar** this 2nd day of September, 2016, through the Commission’s electronic filing system; electronic mail; and/or First Class mail, postage prepaid.

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