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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER
COMPANY'S APPLICATION FOR
AUTHORITY TO ESTABLISH NEW
SCHEDULES FOR RESIDENTIAL AND
SMALL GENERAL SERVICE CUSTOMERS
WITH ON-SITE GENERATION

Case No. IPC-E-17-13

INTERMOUNTAIN WIND AND SOLAR,
LLC'S PARTIAL JOINDER IN MOTION
TO DISMISS AND MEMORANDUM IN
SUPPORT OF MOTION TO DISMISS

Pursuant to Rules of Procedure 56 and 256, Intermountain Wind and Solar, LLC ("IWS") hereby submits this Partial Joinder and Memorandum in Support of Idaho Clean Energy Association's Motion to Dismiss. IWS partially joins the Motion to Dismiss filed by Idaho Clean Energy Association ("ICEA") and the joinders filed by Auric Solar, LLC, the Idaho Conservation League, and the City of Boise.

I. IDAHO POWER HAS FAILED TO COMPLY WITH ORDER NO. 32846

IWS joins ICEA's argument set forth in the Motion to Dismiss that Idaho Power failed to follow the Idaho Public Utility Commission's (the "Commission") 2013 Order No. 32846 by seeking essentially the same relief it sought in 2013. In that Order, the Commission declined

INTERMOUNTAIN WIND AND SOLAR, LLC'S PARTIAL JOINDER IN MOTION TO
DISMISS AND MEMORANDUM IN SUPPORT OF MOTION TO DISMISS - 1

Idaho Power's request to establish a new rate class and different schedule for residential and small general service customers with on-site generation outside of a general rate proceeding. Idaho Power's Application filed in July 2017 petitions the Commission to do what it sought to do in 2013. Proceeding in this manner, Idaho Power has failed to follow 2013 Order No. 32846.

In the interest of procedural economy, IWS will not reiterate the arguments raised by the other parties. Instead, IWS hereby generally joins in the arguments raised by ICEA in support of its Motion to Dismiss and the joinders and partial joinders submitted by Auric Solar, LLC, the Idaho Conservation League, and the City of Boise and add only the following in support of the submissions:

Idaho Power has not demonstrated any changed circumstances that would justify establishing a separate class for residential and small general service customers with on-site generation without following the procedure and requirements previously outlined. Foremost, Idaho Power has not shown that a separate class is needed. It has also not been shown that the current net metering pricing structure is inadequate or should be overhauled. This does not mean that the value of distributed generation should not be evaluated, but it should be addressed following a procedure that is specifically calculated to perform that evaluation and that can appropriately consider the costs and benefits associated with distributed generation. IWS's recommendation on how this should be done is set forth below.

II. AS AN ALTERNATIVE TO DISMISSAL, A PROCESS SHOULD BE IMPLEMENTED FOR THE STUDY AND EVALUATION OF THE COSTS AND BENEFITS OF DISTRIBUTED ENERGY.

Rather than dismissing this matter, IWS joins in the requests of ICEA, the City of Boise, Auric Solar, and the Idaho Conservation League that an alternative procedure should be employed in this case to assess the benefits and costs of distributed energy. There is no question

that distributed energy creates certain benefits to the electrical system but simultaneously imposes certain burdens on the system. A process needs to be employed to study, understand, and explore the resulting impacts, issues, costs and benefits of solar and other energy generation. Further, the process should allow public input.

IWS agrees with the Idaho Conservation League that the process should be transparent, identify the issues and elements to be considered, and should properly identify formulae and methodologies to appropriately value the elements that should be considered. Specifically, IWS hereby proposes that the process should include the following features:

- A solar integration study similar to the one employed in Case No. IPC E-14-18 (discussed more fully below) should be conducted. However, the study should be modified as explained in the next subsection;
- Workshops could be conducted between Idaho Power and interested parties and the Commission's staff to work on a settlement to set net metering rates and the value of distributed energy; and
- An Export Credit Proceeding should be initiated and conducted as discussed more fully below.

A. The Stipulated Process from Case No. IPC E-14-18 May Supply a Framework for a Solar Integration Study, but the Process Should be Modified in this Instance.

Many of the parties have suggested that the stipulated process conducted in Case No. IPC E-14-18 (the "2014 Process") should be followed here for resolving questions of net metering costs and benefits. The 2014 Process involved a solar integration study. IWS agrees that a solar integration study would be beneficial and appropriate and should be part of the process, but IWS departs from the view that the 2014 Process is ideal. Foremost, a study should not be the only component of the process followed in this matter. Further, the 2014 Process should merely provide a framework that is modified to ensure that all interested parties have input and that the

process is not inordinately influenced by the utility seeking the separate class and the revised rates, Idaho Power. Therefore, the following changes should be made to the process.

First, any study needs to be complete and comprehensive. More time should be allowed to complete the study than the length of time for the study conducted as part of the 2014 Process. That study was not to exceed 12 months. However, a more thorough study would likely require more time, perhaps even up to three (3) years. Accordingly, the length of time permitted for an integration study should be expanded.

Second, Idaho Power, the party seeking the rate modifications and the establishment of a separate class, should not be responsible for determining how the study is to be conducted. As used in the 2014 Process study, a Technical Review Committee (“TRC”) should be employed for the study. Although the 2014 Process mentions the involvement of various parties in the TRC, the 2014 provided that “*Idaho Power is ultimately responsible* for determining how the study is conducted, the content of the study, and any results therefrom.” (Settlement Stipulation and Mot. to Approve Settlement Stip. (the “2014 Stipulation”), attached hereto as Exhibit “A,” ¶ 7 (emphasis added).) Affording the utility control and responsibility for how the study is conducted gives Idaho Power too much influence over the study. A single interested party should not exert disproportionate control as that may skew the study’s end results or introduce unwarranted partiality into the process. Idaho Power certainly should be involved with the study and have its proportionate say in how it is conducted, but it should not be the exclusive responsible party with only a duty to explain why it declined to follow TRC member suggestions as the 2014 study contemplated. Instead, other interested parties should have influence on how the study is conducted and the content of such study.

Third, the list of items to be considered in a solar integration study listed in paragraph 8 of the Settlement Stipulation and Motion to Approve Settlement Stipulation should not be an exhaustive list of topics for inquiry. (See 2014 Stipulation, Ex. "A," ¶ 8.) The list is a starting point for the study. However, the TRC should be allowed to expand the list of items to be considered as the TRC reviews and develops what needs to be studied. As the study is conducted, it may become apparent that other issues may need to be evaluated or existing topics expanded.

B. An Export Credit Proceeding Should be an Integral Part of the Process.

Finally, an Export Credit Proceeding should be initiated to determine the compensation rate for exported power from customer generation systems. In the Export Credit Proceeding, the Commission will determine a just and reasonable rate for export credits for customer generated electricity.

Idaho Power would facilitate a workshop with the Parties and other stakeholders soon after the Export Credit Proceeding is initiated to discuss the type and scope of data expected to be considered in determining the appropriate export rate. In order to accommodate data collection, all NEM Customers randomly selected must participate in any load research study. Participation in a load research study may include installation of meters at the point of delivery and on the customer generation system. No costs will be assessed to the customers included in a load research study.

The Export Credit Proceeding would culminate in and conclude with a hearing. The hearing would be no later than three (3) years after the proceeding is initiated. The parties should be allowed to present evidence at a hearing in an Export Credit Proceeding addressing reasonably quantifiable costs or benefits or other considerations they deem relevant. The Party

asserting any position would bear the burden of proving its assertions. Based on the evidence presented, the Commission would then be able to determine the compensation rate for exported power from customer generation systems.

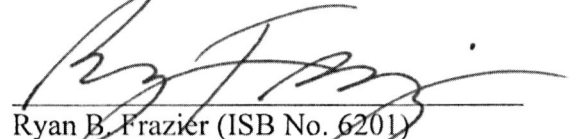
CONCLUSION

IWS supports and hereby joins the arguments raised in the ICEA's Motion to Dismiss and the joinders filed by Auric Solar, the City of Boise, and the Idaho Conservation League. However, rather than dismissing this action outright, the Commission should employ an alternative approach to address the costs and benefits of distributed energy in Idaho. IWS hereby respectfully requests that the Commission follow the process recommended herein.

DATED this 3rd day of November, 2017.

Respectfully submitted,

KIRTON McCONKIE



Ryan B. Frazier (ISB No. 6201)

Brian W. Burnett (*pro hae vice forthcoming*)

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of November, 2017, I caused a true and correct copy of the foregoing INTERMOUNTAIN WIND AND SOLAR, LLC'S PARTIAL JOINDER IN MOTION TO DISMISS AND MEMORANDUM IN SUPPORT OF MOTION TO DISMISS to be served upon the following by the method indicated:

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DISMISS AND MEMORANDUM IN SUPPORT OF MOTION TO DISMISS - 8

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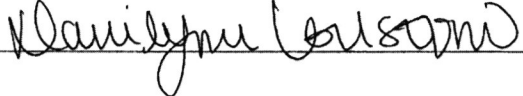


EXHIBIT A

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER)	CASE NO. IPC-E-14-18
COMPANY'S APPLICATION TO)	
IMPLEMENT SOLAR INTEGRATION)	SETTLEMENT STIPULATION AND
RATES AND CHARGES.)	MOTION TO APPROVE
)	SETTLEMENT STIPULATION
)	

This settlement stipulation ("Settlement Stipulation") is entered into between Idaho Power Company ("Idaho Power" or "Company"); Idaho Public Utilities Commission Staff ("Staff"); the Idaho Conservation League ("ICL"), the Sierra Club, and the Snake River Alliance ("SRA"), hereafter jointly referred to as "Parties." The Parties hereby agree as follows.

I. INTRODUCTION AND MOTION

1. The terms and conditions of this Settlement Stipulation are set forth herein. The Parties agree that this Settlement Stipulation represents a fair, just, and reasonable compromise of the dispute(s) between the Parties and that this Settlement Stipulation is in the public interest. The Parties maintain that the Settlement Stipulation as a whole and its acceptance by the Idaho Public Utilities Commission ("Commission") represent a reasonable resolution of all issues between the Parties identified herein.

Therefore, the Parties hereby respectfully move the Commission, in accordance with RP 56 and RP 274-76, for an Order approving the Settlement Stipulation executed between the Parties and all of its terms and conditions without material change or condition.

II. BACKGROUND

2. On July 1, 2014, Idaho Power filed an Application with the Commission requesting Commission approval of Idaho Power's proposed implementation of solar integration rates and charges as set forth in the proposed Schedule 87, Variable Generation Integration Charges, as indicated by the 2014 Solar Integration Study Report ("Solar Study") filed with the Application. On July 23, 2014, the Commission issued a Notice of Application and Notice of Intervention Deadline. Order No. 33079. ICL, the Sierra Club, and SRA petitioned for intervention which was granted. Order No. 33090; Order No. 33097.

3. On September 24, 2014, the Commission issued a Notice of Scheduling and Notice of Technical Hearing, Order No. 33137, setting forth deadlines for testimony and setting the Technical Hearing for November 13, 2014. On November 6, 2014, the Commission approved the Parties' request to suspend the procedural schedule by striking the rebuttal testimony filing deadline and Technical Hearing. The Parties agreed to meet for settlement discussions and that if settlement discussions were unsuccessful to re-establish mutually agreeable dates for the submission of rebuttal testimony and a Technical Hearing. Order No. 33173.

4. The Parties met on November 17, 2014, for settlement discussions and reached agreement resolving the issues in this case and between the Parties. Based upon the settlement discussions, as a compromise of the respective positions of the

parties, and for other consideration as set forth below, the Parties agree to the following terms:

III. TERMS OF THE SETTLEMENT STIPULATION

5. Implementation of Schedule 87, Variable Generation Integration Charges -

The Parties agree to Commission approval and implementation of Schedule 87, Variable Generation Integration Charges, including the rates and charges as proposed and filed by Idaho Power in this proceeding to implement solar integration charges.

6. Initiation of a Second Solar Integration Study – The Parties acknowledge that there are disagreements with respect to the methodology used in the 2014 Solar Study. The Parties agree that Idaho Power will initiate a second solar integration study in January 2015. This second solar integration study should be completed as expeditiously as possible with the goal of not exceeding 12 months. Upon completion of the second solar integration study Idaho Power will file the same with the Commission seeking to update Schedule 87 with the results of said study.

7. Conduct of the Second Solar Integration Study - The Parties agree that the second solar integration study should utilize a Technical Review Committee ("TRC") that generally adheres to the *Principles for Technical Review Committee Involvement in Studies of Wind Integration into Electric Power Systems* authored by the National Renewable Energy Laboratory and the Utility Wind Integration Group. The TRC should include members with expertise in solar generation, variable energy integration, and electrical grid operations. The Parties also anticipate participation in the second solar integration study from the Idaho Public Utilities Commission Staff, the Public Utility Commission of Oregon Staff, the appropriate personnel from Idaho Power, and a technical expert designated by each of the Parties herein. The Parties agree that the

TRC will assist in developing the scope of the second solar integration study and provide advice on the best available methods to analyze solar integration needs, strategies, and costs on Idaho Power's system. The Parties agree and acknowledge that Idaho Power is ultimately responsible for determining how the study is conducted, the content of the study, and any results therefrom. If Idaho Power declines TRC member suggestions for the conduct of the study, Idaho Power shall provide explanation and basis for the same in writing as part of the study process.

8. Consideration of Issues in the Second Solar Integration Study - The Parties agree that Idaho Power, together with the TRC, will consider whether the second solar integration study should include the following – and if so, what would be the appropriate methodology to be used in connection with the following:

- Alternative water-year types (e.g., low-type and high-type), range of water years or normalized water year
- Intra-hour trading opportunities
- Shortening the hour-ahead forecast lead time from 45 minutes to 30 minutes
- Clustered solar build-out scenarios
- Other solar plant technologies (e.g., tracking systems or varied fixed-panel orientation)
- Correlation between solar, wind, and load variability, uncertainty, and forecasting error.
- Improved forecasting methods
- Energy imbalance markets, or other market structures
- Voltage/frequency regulation
- Increased transmission capacity, changes in operation of hydroelectric facilities, addition of demand-side technologies

- Gas price forecast(s)
- Modeling of sub-hourly scheduling of load and generation
- Identification of the existence of low occurrence events that contribute to proportionately higher integration costs and possible remedies, including operational or contractual solutions to mitigate these events and reduce integration costs and charges.

9. The Parties submit this Settlement Stipulation to the Commission and recommend approval in its entirety pursuant to RP 274-76. The Parties shall support this Settlement Stipulation before the Commission and shall not appeal a Commission order approving the Settlement Stipulation or an issue resolved by the Settlement Stipulation. If this Settlement Stipulation is challenged by anyone who is not a Party, then each Party reserves the right to file testimony, cross-examine witnesses, and put on such case as they deem appropriate to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlements embodied in this Settlement Stipulation. Notwithstanding this reservation of rights, the Parties agree that they will continue to support the Commission's adoption of the terms of this Settlement Stipulation.

10. If the Commission or any reviewing body on appeal rejects any part or all of this Settlement Stipulation or imposes any additional material conditions on approval of this Settlement Stipulation, then each Party reserves the right, upon written notice to the Commission and the other Party to this proceeding within fourteen (14) days of the date of such action by the Commission, to withdraw from this Settlement Stipulation. In such case, no Party shall be bound or prejudiced by the terms of this Settlement Stipulation and each Party shall be entitled to seek reconsideration of the Commission's

order, file testimony as it chooses, cross-examine witnesses, and do all other things necessary to put on such case as it deems appropriate. In such case, the Parties immediately will request the prompt reconvening of a prehearing conference for purposes of establishing a procedural schedule for the completion of IPUC Case No. IPC-E-13-25, and the Parties agree to cooperate in development of a schedule that concludes the proceeding on the earliest possible date, taking into account the needs of the Parties in participating in hearings and preparing briefs.

11. The Parties agree that this Settlement Stipulation is in the public interest and that all of its terms and conditions are fair, just, and reasonable.

12. No Party shall be bound, benefited, or prejudiced by any position asserted in the negotiation of this Settlement Stipulation, except to the extent expressly stated herein, nor shall this Settlement Stipulation be construed as a waiver of rights unless such rights are expressly waived herein. Except as otherwise expressly provided for herein, execution of this Settlement Stipulation shall not be deemed to constitute an acknowledgment by any Party of the validity or invalidity of any particular method, theory, or principle of regulation or cost recovery, including the methodology employed for the 2014 solar integration study upon which the rates and charges contained in Schedule 87 are based. No Party shall be deemed to have agreed that any method, theory, or principle of regulation or cost recovery employed in arriving at this Settlement Stipulation is appropriate for resolving any issues in any other proceeding in the future. No findings of fact or conclusions of law other than those stated herein shall be deemed to be implicit in this Settlement Stipulation. This Settlement Stipulation sets forth the complete understanding of the Parties, and this Settlement Stipulation includes no other promises, understandings, representations, arrangements or agreements pertaining to

the subject matter of this Settlement Stipulation, or any other subject matter, not expressly contained herein.

13. The obligations of the Parties are subject to the Commission's approval of this Settlement Stipulation in accordance with its terms and conditions and upon such approval being upheld on appeal, if any, by a court of competent jurisdiction. All terms and conditions of this Settlement Stipulation are subject to approval by the Commission, and only after such approval, without material change or modification, has been received shall the Settlement Stipulation be valid.

14. This Settlement Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document.

IV. PROCEDURE

15. Pursuant to RP 274, the Commission has discretion to determine the manner with which it considers a proposed settlement. In this matter, the Parties have reached agreement on a final resolution to this case. This Settlement Stipulation is reasonable and in the public interest. The Parties request that the Commission approve the Settlement Stipulation without further proceedings.

16. In the alternative, should the Commission determine that further proceedings are required to consider the Settlement Stipulation, pursuant to RP 201, the Parties believe the public interest does not require a hearing to consider the issues presented by this Motion and request it be processed as expeditiously as possible by Modified Procedure, without waiving the right to a hearing on the previously disputed matters in this proceeding should the Commission reject the settlement.

V. REQUESTED RELIEF

NOW, THEREFORE, the Parties respectfully request that the Commission enter its Order approving the Settlement Stipulation without material change or condition, and without further proceedings.

DATED this _____ day of _____ 2015.

Idaho Power Company

Commission Staff

By _____
Donovan E. Walker
Attorney for Idaho Power Company.

By _____
Kristine A. Sasser
Attorney for IPUC Staff

Sierra Club

Idaho Conservation League

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By _____
Benjamin J. Otto
Attorney for Idaho Conservation League

Snake River Alliance

By _____
Kelsey Jae Nunez
Attorney for Snake River Alliance

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ___ day of _____ 2015 I served a true and correct copy of the Settlement Stipulation and Motion upon the following named parties by the method indicated below, and addressed to the following:

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