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Attorney for the Commission Staff

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**FORMAL COMPLAINT OF JEFF COMER** )  
**AGAINST IDAHO POWER COMPANY** ) **CASE NO. IPC-E-19-28**  
)  
)  
) **COMMENTS OF THE**  
) **COMMISSION STAFF**  
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The Staff of the Idaho Public Utilities Commission comments as follows on Idaho Power Company's Application.

**BACKGROUND**

On August 6, 2019, Jeff Comer submitted a formal Complaint against Idaho Power Company ("Idaho Power" or "Company") because the Company denied Mr. Comer's request to transfer excess net energy credits between meters.

On September 10, 2019, the Commission issued a Summons to the Company to respond to Mr. Comer's Complaint.

On October 1, 2019, the Company filed its Answer to Mr. Comer's Complaint.

On October 2, 2019, Mr. Comer filed a Response.

## STAFF REVIEW

Mr. Comer states that he is a partner in a small on-site generation system in Twin Falls County along with his neighbor Jack Goodman. Formal Complaint at 1. Mr. Comer states that he and Mr. Goodman have shared the excess net energy credits (“Generation Credits”) produced by the on-site generation system they are partners in for the last several years. *Id.* On February 15, 2019, Mr. Comer received correspondence from the Company notifying him that the Company was denying his application to transfer 2018 Generation Credits from the on-site generation meter (“Designated Meter”) to a meter on Mr. Goodman’s property that is in Mr. Comer’s name. *Id.* Mr. Comer states that the Company replaced the term “property” used in their Tariff to determine whether meters can be aggregated with the term “parcel.” *Id.* at 2.

**I. The Company was correct to not aggregate meters for 2018 because the electricity recorded at the meter on Mr. Goodman’s property was not for Mr. Comer’s requirements.**

The Company was correct to not aggregate meters for 2018 because there is no information in the record to show that the electricity recorded at the meter on Mr. Goodman’s property was for Mr. Comer’s requirements. The Designated Meter, which is the meter at the generation site, is in Mr. Comer’s name only. The meter on Mr. Goodman’s property is likewise in Mr. Comer’s name only. However, this is not sufficient to establish that the electricity recorded at the meter on Mr. Goodman’s property was for Mr. Comer’s requirements.

Schedule 6 and Schedule 8<sup>1</sup> list five elements that must be met in order for a customer with on-site generation to aggregate meters (thereby allowing the transfer of excess net energy credits from the designated meter to other meters). Those criteria are: 1) The account subject to offset is held by the Customer; and 2) The meter is located on, or contiguous to, the property on which the Designated Meter is located. For the purposes of this tariff, contiguous property includes property that is separated from the Premises of the Designated Meter by public or railroad rights of way; and 3) The meter is served by the same primary feeder as the Designated Meter at the time the Customer files the application for the Small On-Site Generation System; and 4) The electricity recorded by the meter is for the Customer’s requirements; and 5) Credits

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<sup>1</sup> Mr. Comer references Schedule 6, the Company references Schedule 8. The on-site generation system is on Schedule 8. However, the meter aggregation criteria are the same for Schedule 6 and Schedule 8.

may only be transferred to meters taking service under Schedule 1, Schedule 6, Schedule 7, or Schedule 8.

A customer putting a meter in their name on somebody else's property does not conclusively establish that the electricity consumed at that meter is for the requirements of the customer whose name the meter is in. If simply putting the meter in their name were enough to establish that the electricity consumed at the meter was for their purposes, then criteria 4 would be redundant to criteria 1 and therefore superfluous. It is fair for the Company to reject a customer's application for aggregation if the Company has justifiable reason to believe that the electricity consumed at the meter is not for the customer's purposes. If the customer can prove to reasonable certainty that the electricity recorded at the meter is in fact for their purposes, then the Company would have to approve the customer's aggregation request. In this case, Mr. Comer simply states, "The meter on Mr. Goodman's property is in Mr. Comers name and therefore qualifies for aggregation privileges." Formal Complaint at 1. This is not a sufficient showing to meet this criteria. The Company states in its Answer that administering criteria 4 is challenging. However, the Company must administer its Tariffs as they are written, not as the Company wishes they were written.

**II. If the Company would like to apply the more restrictive term "parcel" to applications for meter aggregation, the Company needs to file an application to amend the language in its Tariff.**

In its Answer, the Company states that, in its view, the terms "property" and "parcel" are synonyms, yet the Company goes on to explain the distinction in terms. *See Answer at 7-9.* The Company's argument that the terms are synonyms but that one term should be swapped for another term because it achieves a different result that the Company prefers is not logically sound. Idaho Power's claim that the term "property" is unworkable is not believable. The term "property" appears 47 times in the Company's Tariff. Meanwhile, the term "parcel" appears once.

The Commission applies concepts evenly to similarly situated electric utilities that it regulates. The Company attempts to stretch this maxim to mean that because the Commission approved a change to the Tariffs of Rocky Mountain Power to include the term "parcel" that Idaho Power is free to reinterpret the term "property" as "parcel" in its own Tariff. The more consistent application of principles is that if a utility would like the language in its Tariff

changed, the utility should file an application to change the language in their Tariff instead of unilaterally reinterpreting the term. An application to change its Tariff language would be a more appropriate process to evaluate the impact of changing the Tariff language from “property” to “parcel” because it would provide greater notice to the public that the Company is requesting a change to its meter aggregation rules.

Meter aggregation rules are an important component of the Company’s on-site generation service. The Company, Commission Staff, and numerous interested parties have spent months trying to achieve settlement on many aspects of the Company’s on-site generation service. To make a change to the on-site generation service based on the unique facts of a customer complaint, with little public input, and while numerous other aspects of the on-site generation service are being worked out in parallel dockets, is not conducive to well thought-out public policy.

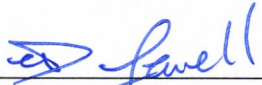
### **III. Conclusion.**

The Company was correct to deny Mr. Comer’s application to transfer Generation Credits because Mr. Comer does not comply with criteria 4 of the meter aggregation rules. If the Company wishes to change the language of its Tariff to read “parcel” instead of “property” it should file an application to do so, which the Commission can review in the broader context of the Company’s on-site generation service.

### **STAFF RECOMMENDATIONS**

Staff recommends the Commission deny Mr. Comer’s formal complaint because the Company was correct to deny the transfer of Generation Credits from the Designated Meter to the meter on Mr. Goodman’s property. However, the rationale for denying the transfer of credits should have been because the transfer would have violated criteria 4 of the Company’s meter aggregation rules, and not because of the Company’s interpretation of the term “property.” Staff further recommends the Commission direct the Company to apply the language of its Tariff as written.

Respectfully submitted this 15<sup>th</sup> day of October 2019.

  
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Deputy Attorney General

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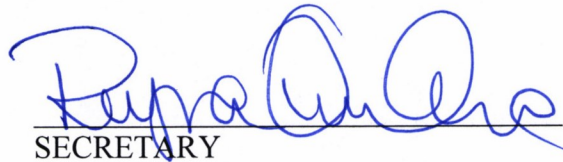
## CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE THIS 15<sup>th</sup> DAY OF OCTOBER 2019, SERVED THE FOREGOING **COMMENTS OF THE COMMISSION STAFF**, IN CASE NO. IPC-E-19-28, BY MAILING A COPY THEREOF, POSTAGE PREPAID, TO THE FOLLOWING:

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