

REDACTED

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

DOCKET NO. UE-200900

DOCKET NO. UG-200901

DOCKET NO. UE-200894

REBUTTAL TESTIMONY OF

SHAWN J. BONFIELD

REPRESENTING AVISTA CORPORATION

1 **I. INTRODUCTION**

2 **Q. Please state your name, business address and present position with Avista**
3 **Corporation.**

4 A. My name is Shawn J. Bonfield and my business address is 1411 East Mission
5 Avenue, Spokane, Washington. I am presently employed as the Senior Manager of Regulatory
6 Policy and Strategy.

7 **Q. Have you filed direct testimony in this proceeding?**

8 A. No, I have not.

9 **Q. Would you briefly describe your educational background and**
10 **professional experience?**

11 A. Yes. I am a 2005 graduate of Eastern Washington University with a Bachelor
12 of Science degree in Computer Information Systems. In June of 2007, I graduated from
13 Eastern Washington University with a Master's degree in Business Administration and
14 immediately following graduation joined a subsidiary of the Company, Advantage IQ, as an
15 Energy Procurement Manager. In January 2011, I joined the Regulatory Affairs Department
16 at Avista Utilities as a Regulatory Policy Analyst. In March 2018, I began working as a
17 commercial and industrial Account Executive. In April 2020 I returned to the Regulatory
18 Affairs Department in my current role as Senior Manager of Regulatory Policy and Strategy.
19 I am responsible for managing the Company's Regulatory Policy team, which focuses on
20 policy matters including energy efficiency, transportation electrification, electric and natural
21 gas resource planning, the Clean Energy Transformation Act ("CETA"), energy assistance,
22 renewable natural gas, service quality and reliability, customer service and consumer
23 protections, amongst other responsibilities.

1 **Q. What is the scope of your rebuttal testimony?**

2 A. My rebuttal testimony will provide the Company’s response to Inland Empire
3 Paper’s (“IEP”) testimony regarding the negotiation of a Special Contract between Avista and
4 IEP. In addition, I will provide the Company’s response to The Energy Project’s (“TEP”)
5 testimony regarding increased funding for the Company’s Low-Income Rate Assistance
6 Program (“LIRAP”), as well as their proposals for renewables that benefit low-income
7 customers, and an electric vehicle project or program dedicated to the benefit of low-income
8 customers. Finally, I will provide an update on the status of the Company’s on-bill repayment
9 or financing program per the settlement stipulation in the Company’s previous General Rate
10 Case.¹

11 Below is a summary of the Company’s response to these items:

- 12 • IEP Special Contract – The Commission should approve of a Special Contract
13 between Avista and IEP, incorporating the term sheet provided in confidential
14 Exhibit SJB-2C.
- 15 • LIRAP Funding – The Company supports the continuation of the formula
16 currently used to increase LIRAP funding each year by TEP; however, we
17 maintain our current proposal for a three-year funding plan for LIRAP
18 increases taking place effective November 1, 2022, 2023, and 2024.
- 19 • Low-Income Programs – The Company does not support the proposals
20 provided by TEP for the Company to implement by 2025 a renewable energy
21 project or program dedicated to the benefit of low-income customers and for
22 the Company to implement by 2022 an electric vehicle (“EV”) project or
23 program to the benefit of low-income customers.
- 24 • On-Bill Repayment or Financing Program – The Commission should allow the
25 Company’s forthcoming on-bill repayment or financing program to be funded
26 through Schedule 91 and 191, electric and natural gas Demand Side
27 Management Rate Adjustment.
- 28
- 29
- 30

¹ UE-190334, UG-190335, and UE-190222 (*Consolidated*).

1 **Q. Are you sponsoring any additional exhibits?**

2 A. Yes. I am sponsoring confidential Exhibit SJB-2C, which is a confidential non-
3 binding term sheet that Avista has proposed for purposes of a potential special contract with
4 IEP, and confidential Exhibit SJB-3C, which is a confidential analysis supporting the
5 Company's proposed Economic Bypass Rate included in the Special Contract.

6 **TABLE OF CONTENTS**

7	<u>Description</u>	<u>Page</u>
8		
9	I. INTRODUCTION.....	1
10	II. IEP SPECIAL CONTRACT	3
11	III. LIRAP FUNDING.....	15
12	IV. LOW-INCOME PROGRAMS	16
13	V. ON-BILL REPAYMENT OR FINANCING PROGRAM.....	20

14
15 **II. IEP SPECIAL CONTRACT**

16 **Q. IEP witness Mr. Kevin Rasler provides an overview of the special contract**
17 **negotiations that have taken place between Avista and IEP beginning in June 2020.² Do**
18 **you agree with Mr. Rasler's assessment?**

19 A. Yes. Mr. Rasler's overall assessment of the negotiations concerning the basis
20 for discussions regarding a Special Contract is accurate. In good faith, Avista has been
21 advocating for a Special Contract that provides benefit to IEP, the Company, and all of its
22 customers.

23 **Q. Do you agree with Mr. Rasler's narrative regarding the parties reaching**
24 **agreement on a term sheet for a Special Contract?³**

² Exhibit KR-1CT at pages 5.

³ Exhibit KR-1CT at pages 5-6.

1 A. Yes, to the extent that he generally discusses the negotiation efforts currently
 2 underway; discussions that also included representatives from Commission Staff. But the
 3 parties have not yet come to agreement on final terms. I have included as confidential Exhibit
 4 SJB-2C, Avista’s prepared term sheet, which differs in a few material respects, [REDACTED]
 5 [REDACTED]
 6 [REDACTED].

7 **Q. Please provide the Company’s perspective on the issues of the term sheet**
 8 **that the parties have not reached agreement on.⁴**

9 A. The following is a brief overview of the outstanding issues, which I will
 10 elaborate further on in the subsequent sections.

11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]

⁴ Exhibit KR-1CT at pages 6-7

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[REDACTED]

8 **Q. If IEP and Avista do not reach agreement on all terms for the Special**
 9 **Contract, then IEP requests the Commission approve a Special Contract for IEP and**
 10 **resolve the outstanding issues between Avista and IEP in its final order in this case based**
 11 **on the terms provided in their confidential Exhibit KR-2C.⁵ Does Avista agree with this?**

12 A. No. While we do not object to a decision by the Commission in this docket on
 13 all outstanding issues with the Special Contract (assuming, of course, a provision for the
 14 recovery of all lost margin in this case from other customers exists), we do object to the term
 15 sheet provided by IEP as confidential Exhibit KR-2C. Of special concern is the “noticing”
 16 provisions for the Demand Response program, in order for it to have true value to Avista. We
 17 request that the Commission accept our version of the term sheet. Confidential Exhibit KR-
 18 2C includes the proposed term sheet based on IEP’s position on the outstanding issues.
 19 Confidential Exhibit SJB-2C, which I sponsor, includes Avista’s proposed term sheet with
 20 our position on the outstanding issues. In the event the parties do not reach agreement on a
 21 Special Contract during the pendency of this case, the Company requests the Commission

⁵ Exhibit KR-1CT at pages 11-12

1 direct the parties to draft a Special Contract based on Avista's proposed term sheet. If the
2 Commission does not find Avista's proposed term sheet to be acceptable, then Avista would
3 propose that IEP remain on Schedule 25. In Avista's next rate case, it would include a newly
4 proposed Schedule 25I, where the new schedule would be solely dedicated to IEP. With a
5 separate rate schedule, the Commission could again analyze the rates to be charged to IEP
6 based upon the record of that case. All that having been said, Avista remains optimistic that a
7 Special Contract can be agreed upon and presented to the Commission for approval during the
8 pendency of this proceeding.

9
10 **Economic Bypass Rate**

11 **Q. The premise for IEP receiving an Economic Bypass Rate is derived from**
12 **IEP's option to pursue a cogeneration system to meet nearly all of IEP's electric load.⁶**
13 **Has Avista reviewed the material provided by IEP supporting its ability to build a**
14 **cogeneration system.**

15 A. Yes.

16 **Q. Does Avista believe IEP could pursue the cogeneration system to serve**
17 **nearly all of its electric load?**

18 A. Avista does believe IEP could construct a cogeneration system adjacent to its
19 mill to serve nearly all of its electric load, albeit not without some delay and difficulty (e.g.
20 permitting).

21 **Q. What elements of the project bear special attention?**

⁶ Exhibit KR-1CT at page 16.

1 A. First, IEP notes that one of the reasons for pursuing a Special Contract is that
2 the “Special Contract avoids the need to make a high capital cost investment at the mill in the
3 near term when the COVID-19 pandemic has created greater market uncertainty for IEP.”⁷
4 Given the market uncertainty, and challenges to the print business, one could share IEP’s
5 belief that it doesn’t know what the future holds for itself. Market uncertainty may, in the final
6 analysis, affect IEP’s willingness to make a cost investment in a cogeneration system.

7 Second, there is some uncertainty around the permitting process, especially the timing;
8 Avista does believe, however, that permits could be obtained. Mr. Summers notes that he
9 anticipates “that it will take approximately 2 years to secure all required permits, though the
10 time could be longer or shorter depending on public interest in the project and complexity of
11 the review.”⁸

12 **Q. Turning your attention to the marginal cost study supported by Dr.**
13 **Kaufman in Exhibit LDK-5C used to determine IEP’s proposed Economic Bypass Rate,**
14 **is the study reasonable?**

15 A. Avista witness Ms. Knox, in Exhibit TLK-4T, has reviewed the marginal cost
16 study and provides rebuttal testimony as to the reasonableness of the study. She concludes
17 that the Dr. Kaufman’s long-run marginal cost study is reasonable.

18 **Q. Does Avista support IEP receiving an Economic Bypass Rate?**

19 A. Yes, we do. A Special Contract, if properly structured, does provide benefits
20 to IEP, the Company, and our customers.⁹ A “properly structured” contract would recognize
21 the elements discussed below.

⁷ Exhibit KR-1CT at page 16.

⁸ Exhibit GS-1T at page 4.

⁹ Exhibit KR-1CT at pages 2-3.

1 [Redacted]

2 [Redacted]

3 [Redacted]

4 [Redacted]

5 [Redacted]

6 [Redacted]

7 [Redacted]

8 [Redacted]

9 [Redacted]

10 [Redacted]

11 [Redacted]

12 [Redacted]

13 [Redacted]

14 [Redacted]

15 [Redacted]

16 [Redacted]

17 [Redacted]

18 [Redacted]

19 [Redacted]

20 [Redacted]

21 [Redacted]

¹⁰ Exhibit KR-1CT at page 7.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 **Q. How does the Company propose recovering the costs of the Economic**
14 **Bypass Rate?**

15 A. Avista witness Mr. Miller, in Exhibit JDM-8T, provides rebuttal testimony
16 regarding how the costs associated with the Economic Bypass Rate, albeit even at the lower
17 end of a reasonable range, would be recovered from all other customers. He explains that the
18 Company proposed to allocate the reductions in revenue associated with the proposed Special
19 Contract on an equal percentage of base revenue basis to all other rate schedules.

1 **Value of Demand Response and how Demand Response will be Measured**

2 [Redacted]

3 [Redacted]

4 [Redacted]

5 [Redacted]

6 [Redacted]

7 [Redacted]

8 [Redacted]

9 [Redacted]

10 [Redacted]

11 [Redacted]

12 [Redacted]

13 [Redacted]

14 [Redacted]

15 [Redacted]

16 [Redacted]

17 [Redacted]

18 [Redacted]

19 [Redacted]

20 [Redacted]

21 [Redacted]

¹¹ Exhibit KR-1CT at page 7.

¹² Docket UE-200301.

1 [Redacted]

2 [Redacted]

3 **Q. Will this program impact power supply expenses in this case?**

4 A. No, [Redacted]

5 [Redacted]

6 [Redacted]

7 [Redacted]

8 [Redacted]

9 [Redacted]

10 [Redacted]

11 **Q. How should Demand Response program costs be distributed between**
12 **Avista’s customer jurisdictions?**

13 A. Avista believes all costs and benefits of the IEP Demand Response program
14 should be borne by Washington customers, because it is part of a potential Special Contract
15 with a Washington customer, and was the result of efforts stemming from a settlement
16 stipulation approved in the Company’s 2019 Washington general rate case.

17 [Redacted]

18 [Redacted]

19 [Redacted]

20 [Redacted]

21 [Redacted]

¹³ Exhibit KR-1CT at page 8.

1 [Redacted]

2 [Redacted]

3 [Redacted]

4 [Redacted]

5 [Redacted]

6 [Redacted]

7 [Redacted]

8 [Redacted]

9 [Redacted]

10 [Redacted]

11 [Redacted]

12 [Redacted]

13 [Redacted]

14 [Redacted]

15 [Redacted]

16 [Redacted]

17 [Redacted]

18 [Redacted]

19 [Redacted]

20 [Redacted]

21 [Redacted]

¹⁴ Exhibit KR-1CT at page 8.

1 [Redacted]
2 [Redacted]
3 [Redacted]
4 [Redacted] its
5 [Redacted]
6 [Redacted]
7 [Redacted]
8 [Redacted]
9 [Redacted]
10 [Redacted]
11 [Redacted]
12 [Redacted]

13 **Length of Renewal Term**

14 [Redacted]
15 [Redacted]
16 [Redacted]
17 [Redacted]
18 [Redacted]
19 [Redacted]
20 [Redacted]
21 [Redacted]

1 **Avista's Rights to Modify Special Contract**

2 [Redacted]

3 [Redacted]

4 [Redacted]

5 [Redacted]

6 [Redacted]

7 [Redacted]

8 [Redacted]

9

10 **Demand Response Program Noticing Provisions**

11 [Redacted]

12 [Redacted]

13 [Redacted]

14 [Redacted]

15 [Redacted]

16 [Redacted]

17 [Redacted]

18 [Redacted]

19 [Redacted]

20 [Redacted]

¹⁵ Exhibit KR-1CT at page 10.

¹⁶ Ibid.

1 [Redacted]

2 [Redacted]

3 [Redacted]

4 [Redacted]

5 [Redacted]

6 [Redacted]

7 [Redacted]

8 [Redacted]

9 [Redacted]

III. LIRAP FUNDING

Q. Does the Company support TEP’s proposal to increase LIRAP by the greater of seven percent or twice the residential rate increase through the Company’s next General Rate Case?

A. Not entirely. The Company supports TEP’s proposal to increase LIRAP funding by seven percent or twice the residential rate increase;¹⁷ however, the Company maintains its original proposal in Mr. Miller’s testimony such that the LIRAP funding plan is in effect for a three-year period with increases taking place on November 1, 2022, 2023, and 2024.¹⁸ This ensures that LIRAP funding will continue to increase, rather than rely on the unknown timing of Avista’s next General Rate Case.

¹⁷ Exhibit SMC-1T at page 9.
¹⁸ Exhibit JDM-1T at pages 25-26.

1 **Q. Would the Company be open to evaluating the three-year funding plan if**
 2 **it were to file a rate case during the course of the LIRAP funding plan, and modify the**
 3 **plan as needed?**

4 A. Yes, the Company is willing to commit to reviewing the LIRAP funding plan
 5 in its next General Rate Case if such a case is filed during the plan. Also, in compliance with
 6 CETA, the Company will be submitting an evaluation of its programs to reduce energy burden
 7 and related information, such as an energy assistance needs assessment, to the Department of
 8 Commerce and the Commission by February 1, 2022. If the assessment shows a need for
 9 greater increases in LIRAP funding, the Company will be discussing it with its Energy
 10 Assistance Advisory Group (“EAAG”) and is open to further discussion in its next rate case.

11

12 **IV. LOW-INCOME PROGRAMS**

13 **Q. Please summarize the low-income programs proposed by TEP.**

14 A. In addition to the proposal regarding LIRAP funding, TEP proposed the
 15 following two items related to low-income programs:

16 1. TEP proposes that Avista, working with its Energy Efficiency Advisory
 17 Group, establish a Low-Income Renewable Energy project or program
 18 dedicated to the benefit of low-income customers, to be implemented by 2025.
 19 Avista would present the project or projects to the Commission for approval.
 20 The costs of the project(s) would be recovered in the same manner as for other
 21 renewable projects.¹⁹ [Emphasis added]

22 2. TEP proposes that Avista, working with its Energy Assistance Advisory
 23 Group, establish an EV project or program dedicated to the benefit of low-
 24 income customers, to be implemented by 2022, in alignment with its
 25 Transportation Electrification Plan and maintain the goal of dedicating 30
 26

¹⁹ Exhibit SMC-1T at page 11.

1 percent of transportation electrification funds to the benefit of low-income
2 customers.²⁰ [Emphasis added]
3

4 **Q. Does Avista support the proposal to develop a renewable energy project**
5 **or program dedicated to the benefit of low-income customers, to be implemented by**
6 **2025?**

7 A. No, it does not. The Company appreciates TEP's interest in the development
8 of renewable projects or programs to benefit low-income customers; however, it does not
9 support the proposed renewable provision offered by TEP for multiple reasons. First, as noted
10 by TEP, in the Company's 2019 General Rate Case settlement, the Company committed to
11 discuss renewables to benefit low-income customers with its EAAG. Since the conclusion of
12 the 2019 General Rate Case, the Company has initiated conversations with its EAAG on this
13 topic on more than one occasion. To date, neither the EAAG nor the Company has brought
14 forth any project or program concepts that the Company may implement to benefit low-
15 income customers. The primary reason for this is the EAAG's continued focus on energy or
16 bill assistance as it pertains to CETA and as a result of the COVID-19 pandemic.

17 Second, CETA requires that the transition to clean energy be done equitably for all
18 customers. As such, significant effort is underway relating to the Company's implementation
19 and compliance with CETA, including the development of its 10-year Clean Energy Action
20 Plan, formation of its new Equity Advisory Group, and the development of its first Clean
21 Energy Implementation Plan. Also, the definition of energy assistance was updated, such that
22 direct ownership in distributed energy resources is now a form of energy assistance. As a

²⁰ Exhibit SMC-1T at page 15.

1 result of these new requirements, the Company is essentially already required to consider
2 TEP's proposal in the work that is underway elsewhere.

3 Third, the Company very much supports an equitable transition to clean energy for
4 low-income customers, however, requiring the Company to offer a renewable energy project
5 or program dedicated to benefit low-income customers may come at the cost of providing
6 additional monetary bill assistance to other customers in need.

7 Finally, TEP's proposal is better suited for the processes already underway, rather than
8 included within this General Rate Case, especially since the Company remains committed to
9 continue exploring this topic with its EAAG, as well as bringing it to its Energy Efficiency
10 Advisory Group ("EEAG") as a topic of discussion. Due to these efforts, the proposal by
11 TEP is unnecessary in this case.

12 **Q. Does Avista support the proposal to develop an EV project or program**
13 **dedicated to the benefit of low-income customers, to be implemented by 2022?**

14 A. No. The Company appreciates TEPs desire for additional specificity around
15 the Company's plans for electric vehicle projects or programs dedicated to the benefit of low-
16 income customers, however, it does not support including the commitment proposed by TEP.
17 The reason for this is that the Commission took no action on the Company's EV tariff
18 Schedule 77 (UE-210182) filing on April 22, 2021, thereby allowing the tariffs to go into
19 effect by operation of law. Tariff Schedule 77 highlights the very goal referenced by TEP:
20 "the Company will support programs and activities benefiting low-income customers and
21 communities with an aspirational goal of 30% of overall transportation electrification program

1 funding.”²¹ With the approval of the Company’s plans included within tariff Schedule 77,
2 work is already underway on programs and initiatives to benefit low-income customers. The
3 Company’s work in this area will build upon the learnings from its Electric Vehicle Supply
4 Equipment Pilot Program, in which it provided vehicles and charging equipment to
5 community non-profits that serve low-income customers. Due to these ongoing efforts, the
6 proposal by TEP is unnecessary at this time.

²¹ Avista tariff Schedule 77, First Revision Sheet 77d.

1 **V. ON-BILL REPAYMENT OR FINANCING PROGRAM**

2 **Q. What did the Company agree to in its last rate case relating to an on-bill**
 3 **repayment or financing program?**

4 A. As part of the Settlement Stipulation (Stipulation) approved by the
 5 Commission in its last rate case the Company agreed to the following:²²

6 The Parties have agreed to a plan for the development of an on-bill
 7 repayment or financing program for residential and small business
 8 customers. The Parties agree that Avista will work with the EEAG to develop
 9 this program with the purpose of filing the program with the Commission for
 10 implementation by September 30, 2021. If Avista and the EEAG are unable
 11 to agree on a program design, Avista will file a status report with the
 12 Commission by September 30, 2021. The Parties agree that the recovery of
 13 development costs for any on-bill repayment or financing program will be
 14 recoverable from customers, but the method of recovery will be determined
 15 in a future general rate case.
 16

17 **Q. What is the status of the Company's development of an on-bill repayment**
 18 **or financing program?**

19 A. As required by the Stipulation, and amended via Order 10,²³ the Company
 20 provided a proposal to its EEAG in 2020 regarding an on-bill repayment/financing program
 21 for residential and small business customers (Schedules 1, 11, and 101), and incorporated
 22 feedback from EEAG members into its final program design in early 2021. Avista has since
 23 selected and contracted with a lending partner to offer an on-bill repayment program and is in
 24 the process of implementing changes to its billing and financial systems to support such a
 25 program. The Company intends to incorporate provisions for its on-bill repayment program

²² Dockets UE-190334, UG-190335 and UE-190222 (*Consolidated*) – Partial Multiparty Settlement Stipulation at page 10, ¶14 item (d).

²³ In Order 10 issued on December 14, 2020, the Commission granted the Company's Petition to Amend Final Order 09, such that the deadline to incorporate feedback from its EEAG into the on-bill repayment/financing program design was extended from January 2, 2021 to March 3, 2021.

1 in a tariff filing of its Schedules 90 and 190 to be made on or before June 1, 2021, so as to
2 implement the program concurrent with the rate effective date of October 1, 2021 in this case.

3 **Q. Please describe the estimated costs to offer the on-bill repayment or**
4 **financing program?**

5 A. Implementation costs for the on-bill repayment program, which are capital
6 costs, are estimated at approximately \$388,200, while ongoing administrative costs are
7 estimated to require one full-time employee. As is the nature of an on-bill repayment program,
8 future program costs are highly dependent on customer throughput, as the number of
9 customers that ultimately participate will inform the total costs incurred. The Company
10 estimates that the interest rate buydown costs will be approximately \$500 per loan issued.

11 **Q. Why is the Company discussing the on-bill repayment or financing**
12 **program in rebuttal testimony?**

13 A. As noted above, the method of recovery for the on-bill repayment or financing
14 program was to take place in a future general rate case. The Company finalized details of its
15 on-bill repayment program following the filing of this case. As such, the Company was unable
16 to provide an update on the program when it filed the case, although it did bring this matter to
17 the attention of the parties during this case. This issue does not impact cost recovery in this
18 case; rather, the Company is seeking determination on the cost recovery method at this time.

19 **Q. How does the Company propose recovering the costs for offering the on-**
20 **bill repayment or financing program?**

21 A. For the implementation costs, the Company will seek recovery of those through
22 its normal process for capital projects. For the ongoing administrative costs and costs resulting
23 from the interest rate buydown, the Company believes the appropriate method for recovering

1 these is through its tariff Schedules 91 and 191, electric and natural gas Demand Side
2 Management Rate Adjustments. Tariff Schedules 91 and 191 provide the most appropriate
3 cost recovery method for non-capital costs, as the proposed on-bill repayment or financing
4 project will be dedicated towards assisting customers with energy efficiency projects.

5 **Q. Is the Company seeking pre-approval of the costs to offer the on-bill**
6 **repayment or financing program?**

7 A. No. The Company is simply seeking a determination from the Commission
8 that Schedules 91 and 191 are the appropriate tariffs for recovering the cost associated with
9 offering on-bill repayment.

10 **Q. How and when will the costs to offer the on-bill repayment or financing**
11 **program be recovered through Schedules 91 and 191, if the Commission determines this**
12 **is the best method for cost recovery?**

13 If the Commission approves of the Company's on-bill repayment program²⁴ and
14 determines that the costs to offer the program are best suited for Schedules 91 and 191, the
15 Company would begin to charge all costs of the program to Schedules 91 and 191 effective
16 October 1, 2021, when this rate case concludes. By June 1, 2022, the Company will file to
17 update the rates of Schedules 91 and 191 pursuant to WAC 480-109-130, as well as file its
18 Annual and Biennial Conservation Reports per WAC 480-109-120. It is through these filings
19 that the Commission will be able to review the prudence of the costs to offer the on-bill
20 repayment program.

21 **Q. Is the Company aware of any stakeholders or parties that oppose its**

²⁴ As noted previously, a tariff filing for the new on-bill repayment program is forthcoming by June 1, 2021.

1 **proposal for recovering the cost of offering the on-bill repayment or financing program?**

2 A. No, it is not. As mentioned, the Company worked with its EEAG to develop
3 the on-bill repayment program and presented the cost estimates to the EEAG to offer such a
4 program, including the Company's proposal for cost recovery within tariff Schedules 91 and
5 191. To our knowledge, no members of the EEAG or other parties oppose the Company's
6 proposal.

7 **Q. Does this conclude your rebuttal testimony?**

8 A. Yes.