

**Exhibit No. JES-1T
Docket UE-161123
Witness: Jennifer Snyder**

**BEFORE THE WASHINGTON
STATE UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY,

Respondent.

DOCKET UE-161123

TESTIMONY OF

Jennifer E. Snyder

**STAFF OF
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION**

Testimony in Support of Settlement Agreement

April 11, 2017

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1 **I. INTRODUCTION**

2

3 **Q. Please state your name and business address.**

4 A. My name is Jennifer Elizabeth Snyder. My business address is 1300 S. Evergreen
5 Park Drive S.W., P.O. Box 47250, Olympia, WA 98504.

6

7 **Q. By whom are you employed and in what capacity?**

8 A. I work for the Washington Utilities and Transportation Commission (Commission)
9 as a Regulatory Analyst in the Conservation and Energy Planning section of the
10 Regulatory Services Division.

11

12 **Q. How long have you been employed by the Commission?**

13 A. I have worked at the Commission since November 2013.

14

15 **Q. Would you please state your educational and professional background?**

16 A. I have a Master's degree in Environmental Studies with an emphasis in Energy
17 Policy and a Bachelor of Science degree, both from The Evergreen State College. I
18 attended New Mexico State University's rate case basics workshop in May 2016, the
19 National Association of Regulatory Utility Commissioners' Annual Regulatory
20 Studies Program intermediate course in August 2016, as well as other sector-specific
21 workshops, trainings, and conferences. I completed Public Utilities Reports Guide
22 Principles of Public Utilities Operations and Management in October 2016.

23

1 **Q. Have you previously submitted testimony to this Commission?**

2 A. No.

3

4

II. SUMMARY AND SCOPE

5

6 **Q. What is the scope of your testimony?**

7 A. I provide Commission Staff's analysis of the Settling Parties' proposed Settlement
8 Agreement, which includes the Special Contract for retail wheeling service between
9 PSE and Microsoft.

10

11 **Q. How did Commission Staff arrive at its recommendations?**

12 A. Commission Staff reviewed PSE's and Microsoft's prefiled and supplemental
13 testimony; conducted research and discovery; and participated in an issues
14 conference, a settlement conference, and multiple phone calls of continued
15 negotiations. Staff also considered the Commission's policy statement in Docket UE-
16 940932, issued on December 13, 1995, which provides "Guiding Principles for
17 Regulation in an Evolving Electricity Industry."

18 Staff's goal was to ensure that any agreement furthered the public interest. In
19 order to meet this goal, Staff took the view that retail wheeling has the potential to
20 disrupt the *de facto* monopoly system that has been in place historically. As a result,
21 any customer wanting the privilege of procuring their own power should demonstrate
22 that any agreement to receive unbundled service (1) protects remaining customers
23 from adverse rate impacts, and (2) results in a net public good.

1

2 **Q. Please provide a summary of Staff's recommendations.**

3 A. Commission Staff recommends the Commission find that the Settlement Agreement
4 and Special Contract are in the public interest and approve them without conditions.
5 The Settling Parties developed a strong agreement that allows PSE and Microsoft to
6 enter into a retail wheeling relationship that: (1) holds remaining ratepayers
7 harmless; (2) advances state policy goals in a manner that results in a net public
8 good; and (3) avoids broad questions of potential statewide interest in a narrowly
9 focused docket.

10 Staff also recommends that once this proceeding is resolved the Commission
11 initiate a docket to seek comments and hold a workshop to enable a broader
12 discussion of the issues of retail wheeling and direct access for industrial and large
13 commercial customers of Washington's regulated investor-owned utilities.

14

15 **III. USE OF SPECIAL CONTRACT**

16

17 **Q. Why does Staff support a special contract instead of the tariff originally**
18 **proposed by PSE?**

19 A. The tariff originally proposed raised a number of difficult policy questions about
20 electric service unbundling and competitive retail power supply that Staff found were
21 broader than the scope of this proceeding. For example, Schedule 451 contained
22 eligibility requirements that created a new customer class where only one customer
23 qualified, Microsoft. Staff viewed the new, narrowly defined customer class as

1 unduly discriminatory, but making the service more broadly available went beyond
2 the intent of PSE's filing. In addition, the tariff contained other provisions that Staff
3 did not consider fair, just, and reasonable for a generally applicable tariff. A special
4 contract allowed Staff to focus its analysis on whether the terms of service between
5 Microsoft and PSE are in the public interest.

6
7 **Q. Doesn't PSE already have a retail wheeling tariff? How was the proposed tariff**
8 **different?**

9 A. Yes, PSE currently has Schedule 449, Retail Wheeling Service. Schedule 451, was
10 modeled on Schedule 449 and, outside of eligibility requirements and the addition of
11 a distribution service rate, did not differ greatly from that schedule.

12
13 **Q. Why doesn't Microsoft take service under Schedule 449?**

14 A. PSE's retail wheeling tariff has been closed to new customers since 2001.¹ Schedule
15 449 was created as a result of a settlement that resolved multiple complaint dockets
16 related to wholesale market-based pricing provisions and the volatility of Western
17 wholesale power markets in the late 1990s, including the energy crisis of 2000.² The
18 eligibility requirements of Schedule 449 reflect one of the aims of that settlement, to
19 wholly replace Schedule 48 and certain special contracts. Schedule 449 was not open
20 to customers who did not participate in that settlement.

¹ *Air Liquide America Corporation, Air Products And Chemicals, Inc., The Boeing Company, CNC Containers, Equilon Enterprises, LLC, Georgia-Pacific West, Inc., Tesoro Northwest Company, And The City Of Anacortes, Washington V. Puget Sound Energy*, Docket UE-001952, Appendix 1: Stipulation of Settlement, Section 12.1 (Apr. 5, 2001) (Air Liquide).

² Air Liquide, Eleventh Supplemental Order, at 4-10.

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Q. Please elaborate on why Staff was uncomfortable with the eligibility requirements presented in Schedule 451?

A. The tariff created a new, exceptionally narrow class of customer without sufficient support. Briefly described, a customer needed to maintain a minimum of 10 average megawatts (“aMW”) at one or more customer sites served under Schedule 40 over the entire test year of the most recent general rate case. Currently, Microsoft is the only customer eligible for the Large Customer Retail Wheeling tariff.³ In addition, PSE proposed a 100 MW service limit on this program that Staff could not, with the information provided, determine was justified or in the public interest.

Q. Briefly describe the other terms presented in Schedule 451 that Staff could not support.

A. In addition to the eligibility requirements, Staff did not support Schedule 451’s treatment of Schedule 129 - Low-income Program, Schedule 120 - Electricity Conservation Service Rider, or the renewable portfolio standard (RPS). While the overall budget for low-income funding would have been unaffected, the significant reduction in low-income funding by customers moving to Schedule 451 would have caused a cost shift onto remaining customers. Similarly, the proposal to fund Schedule 120 would have caused a cost shift within the energy efficiency program, particularly surrounding administration costs and regional market transformation efforts.

³ Snyder, Exh. No. JES-2, (PSE Response to Staff Data Request No. 31).

1 Schedule 451 also would have undermined the renewable energy mandate
2 established by the Energy Independence Act. The tariff provided no reference to the
3 mandate that a percentage of PSE's load is required to come from eligible renewable
4 resources. Allowing customers to leave PSE's system without any renewable
5 procurement requirement would reduce the amount of Washington load covered by
6 the RPS. In this way the tariff created a loophole for compliance with the Energy
7 Independence Act. Schedule 451, as proposed, was not in the public interest in
8 Staff's eyes.

9
10 **Q. What policy questions were raised by the tariff that are avoided by the**
11 **agreement for a special contract?**

12 A. The public service laws do not directly address retail wheeling service or prescribe
13 how the Commission should reconcile its regulatory responsibilities with limited
14 retail competition and service unbundling. As a result, there are some threshold
15 questions about whether, or to what extent, retail wheeling service should be made
16 generally available to customers of regulated utilities. Other questions include: What
17 is the appropriate methodology for calculating a transition payment to ensure
18 remaining customers are no worse off as a result and provide certainty for the
19 departing customer? Do safeguards need to be put in place to maintain the long-term
20 integrity, safety, reliability, and quality of the electric system? How would, or
21 should, the opportunity for public involvement in the planning process of the
22 electricity system be preserved? This is not an exhaustive list, but it does indicate the
23 breadth of issues to consider in pursuing this policy direction.

1

2 **Q. Why is this docket not the appropriate venue to address these questions?**

3 A. These questions could have statewide implications and are better suited for a venue
4 where more stakeholders can express their interests and perspectives. The program
5 proposed in this docket represents a voluntary, one-time agreement between one
6 utility and one customer. Staff finds that, under a special contract, the Commission
7 can focus on whether that bilateral agreement is in the public interest without having
8 to settle issues broader in scope.

9

10 **Q. Does Staff have any recommendations about the need to address these broader**
11 **questions?**

12 A. Yes. Staff understands that there is interest on the part of other large customers in
13 retail wheeling service and open access to alternative power supply. Staff believes a
14 broader discussion of the issues should take place before other filings requesting
15 similar service are made.

16 Staff recommends that once this proceeding is resolved, the Commission
17 initiate a docket to receive comments and hold a workshop to better understand
18 statewide stakeholder interest and perspectives on the broader law and policy issues
19 not addressed in this proceeding. Such a docket will allow for a broader discussion of
20 the issues of retail wheeling and direct access for industrial and certain large
21 commercial customers of Washington's regulated investor-owned utilities. Staff
22 believes this discussion should take place outside of an adjudication or rulemaking

1 proceeding. To be clear, Staff is only advocating for a discussion of relevant issues,
2 it is not advocating for open access.

3

4 **Q. Has the Commission approved retail wheeling by Special Contract before?**

5 A. Yes, the Commission has, for example, approved special contracts for distribution
6 service between Avista and the Spokane Tribe of Indians,⁴ and between PSE and
7 ARCO.⁵

8

9 **Q. Does the Special Contract meet the standard for Commission approval set out
10 in WAC 480-80-143?**

11 A. Yes. The application for approval of the Special Contract between PSE and
12 Microsoft, which includes the Settlement, the Joint Memorandum, and the testimony
13 of each Settling Party, meets all of the requirements outlined in WAC 480-80-143.
14 The Settling Parties address this in detail in Section IV of the Joint Memorandum.

15

16 **Q. Please describe Microsoft's unique circumstances.**

17 A. Microsoft is a unique customer in terms of the size and location of its load, its
18 sophistication and experience managing power supply, and its corporate commitment
19 to sustainability.

20 The size and location of Microsoft's load under Schedule 40 are well suited
21 for a retail wheeling arrangement. The locations at issue include Microsoft's

⁴ Docket UE-143956.

⁵ Docket UE-990284.

1 Redmond campus and leased facilities in Bellevue. These represent large loads in
2 single locations, similar to an industrial customer.⁶ In his testimony, PSE witness Mr.
3 Piliaris describes these loads as being treated as “virtual high-voltage” for
4 ratemaking purposes.⁷

5 Microsoft has shown that it has the sophistication to take responsibility for
6 managing its own power supply, and has a thorough understanding of the risks
7 involved. As explained by Microsoft witness Ms. Plenefisch, the company has an
8 internal energy team with ample experience making power supply transactions
9 globally and in eight states.

10 Microsoft also has a demonstrated commitment to sustainability and
11 innovation as an energy consumer. One of the corporation’s guiding principles is “a
12 focus on accelerating a clean energy infrastructure in the markets in which [it]
13 operate[s].”⁸ In addition to the substantial renewable and carbon-free commitments
14 made in the Settlement Agreement, Microsoft has stated its interest in serving part of
15 its load with cutting-edge carbon-neutral technologies, such as distributed fuel cells.⁹
16 The Special Contract allows Microsoft to invest in new technology.

17 Under the terms of the Settlement Agreement, Microsoft has made
18 commitments that serve to not only hold customers harmless from adverse rate
19 impacts, but also to significantly advance energy policy goals that it shares with both
20 the State and the Commission. This is made possible by the large campus structure of
21 their facilities, the ability of the company to manage power supply, and its

⁶ Plenefisch, Exh. No. IP-1T at 2.

⁷ Piliaris, Exh. No. JAP-6T at 9-11.

⁸ Plenefisch, Exh. No. IP-3T at 4.

⁹ Plenefisch, Exh. No. IP-1T at 2-7.

1 demonstrated corporate commitment to sustainability. For all of these reasons,
2 Microsoft is distinctly suited to this exceptional arrangement.

3

4 **Q. Are there other customers who have the same, or similar, qualifications as**
5 **Microsoft, and can those customers receive the same or a similar special**
6 **contract?**

7 A. Perhaps. Statute allows customers under like circumstances to apply for like
8 treatment.¹⁰ Here, Staff took the view that retail wheeling has the potential to disrupt
9 the regulatory scheme historically in place in Washington. To compensate for the
10 effects of that disruption, Staff believed that any customer wanting to wheel power
11 should have to demonstrate that any agreement to do so (1) protects remaining
12 customers from adverse rate impacts, and (2) produces a net public good. A special
13 contract allows the Commission to make those determinations on a case-by-case
14 basis. While the explicit contract terms agreed to in this settlement may not be
15 appropriate when applied to other customers, Staff believes this Special Contract
16 contains principles that could provide as a strong framework for others.

17

18 **IV. Settlement Agreement**

19

20 **Q. Please summarize the contents of the Settlement Agreement.**

21 A. The Settlement Agreement explains the key terms and conditions of the special
22 contract for retail wheeling service (“Special Contract”) entered into by PSE and

¹⁰ See RCW 80.28.080(2).

1 Microsoft. Under this agreement Microsoft will receive transmission service
2 pursuant to PSE's Open Access Transmission Tariff, which is subject to Federal
3 Energy Regulatory Commission jurisdiction, and will receive distribution service
4 pursuant to rates approved by the Commission in PSE general rate cases. The parties
5 have agreed to the following terms in order to hold remaining customers harmless
6 and to further state policy goals.¹¹ Microsoft agrees:

- 7 a. To make a \$23.685 million transition payment to be disbursed by PSE
8 to remaining customers;
- 9 b. To determine Microsoft's Colstrip remediation costs, if any, within
10 relevant future proceedings addressing that issue;
- 11 c. To continue funding PSE's energy efficiency program as if it
12 remained a core customer;
- 13 d. To continue paying into PSE's low-income HELP program at the
14 current rate;
- 15 e. To make an additional payment equal to 50 percent of the low-income
16 rate into a separate account to fund expanded low-income access to
17 energy services and improve the efficiency of affordable housing
18 stock in PSE's service territory;
- 19 f. To provide notification of power supplier identity;
- 20 g. To source 25 percent of its load from eligible renewable resources
21 from 2018-2020 and 40 percent after 2020; and
- 22 h. To source the balance of its load from carbon-free sources.

¹¹ In the settlement agreement, PSE agrees to provide notification of the potential municipal tax consequences to all relevant jurisdictions.

1

2 **Q. Did Staff’s analysis include issues surrounding reliability?**

3 A. Yes. Retail wheeling introduces a small but non-zero increase in the likelihood of
4 curtailments or disconnections during a peak event. This increase in risk falls almost
5 exclusively on PSE’s non-core customers, who are served under tariffs which allow
6 PSE to curtail or disconnect the customers in the event that the customers’ energy
7 providers do not deliver enough power.¹² PSE will provide ongoing grid reliability
8 management in a manner similar to service provided under Tariff Schedule 449 and
9 as required by obligations to Western Electric Coordinating Council, North
10 American Electric Reliability Corporation and Federal Energy Regulatory
11 Commission.¹³ Staff believes the reliability concerns raised by this agreement are
12 small, and any impacts are sufficiently and equitably handled through PSE’s
13 standard operating procedures.¹⁴

14

15 **Q. Does the Transition Fee in Section III.10 hold remaining customers harmless?**

16 A. Yes. Microsoft has agreed to a transition payment of \$23.685 million for
17 redistribution to PSE’s core customers to cover costs associated with Microsoft’s
18 departure from Schedule 40. This Transition Fee payment is intended to hold
19 customers harmless from adverse financial impacts resulting from Microsoft
20 transitioning its load to the Special Contract. PSE will pass-through the Transition

¹² Snyder, Exh. Nos. JES-3, 4 (PSE Response to Staff Data Request No. 14) (PSE Response to Staff Data Request No. 23).

¹³ Snyder, Exh. Nos. JES-3, 5 (PSE Response to Staff Data Request No. 14) (PSE Response to Public Counsel Data Request No. 20).

¹⁴ PSE Electric Tariff G, Schedule 80 “General Rules and Provisions” and PSE’s Open Access Transmission Tariff.

1 Fee, on a dollar-for-dollar basis, to PSE’s bundled retail electric customers over a 12-
2 month period through PSE’s existing electric Schedule 95 (Power Cost Adjustment
3 Clause). As described in the testimony of Staff Witness Mr. Gomez, Staff finds this
4 amount to be sufficient to hold PSE’s remaining customers harmless.

5
6 **Q. Please explain Section III.11 Allocation of Colstrip Remediation Costs.**

7 A. The section confirms that the Settlement in no way resolves Microsoft’s potential
8 obligation for decommissioning, remediation, or accelerated depreciation costs of
9 any or all of the Colstrip Generating Units. Staff agrees that this is not the proper
10 forum to address the subject of Microsoft’s potential obligations concerning the
11 Colstrip plant. That issue is better addressed in the current general rate case, PSE
12 Docket UE-170033, or other relevant future proceedings. All parties retain the right
13 to make any argument they deem appropriate in those proceedings.

14
15 **Q. Please summarize Section III.13 Renewable/Carbon-Free Power Supply.**

16 A. This section describes how Microsoft will advance state energy policy by procuring
17 power from sources of renewable and carbon-free power. Instead of merely abiding
18 by the current renewable portfolio standard (RPS),¹⁵ Microsoft has agreed to meet 25
19 percent of its load with eligible renewable resources through 2020 and 40 percent
20 after 2020. In alignment with its corporate principles, as described in the testimony
21 of Microsoft Witness Ms. Plenefisch, Microsoft commits to procuring the remainder
22 of its power from carbon-free sources.

¹⁵ Chapter 19.285 RCW.

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Q. How does Section III.13.a. RPS – Renewable Resource Target Obligations compare with the current RPS?

A. Under the Energy Independence Act (EIA), qualifying utilities must currently provide nine percent of their load from eligible renewable resources. This mandate increases to 15 percent in 2020. Microsoft commits to meeting 25 percent of its load with eligible renewable resources from 2018 through 2020, a significant increase. From 2021 on, Microsoft will meet its load with 40 percent eligible renewable resources, 25 percentage points more than PSE’s requirement under the EIA. The parties intend the additional requirements set forth in the Settlement Agreement Section III.13.a.i through ix to mirror the requirements to implement the EIA as set forth in WAC 480-109.

Q. Please explain Section III.13.b. Carbon-Free.

A. Microsoft will meet the portion of its power supply not covered by the renewable commitment through the purchase or self-generation of electricity from facilities that are not powered by fossil fuels. Microsoft will offset any fossil-fuel power needed for ancillary or incidental services by the purchase of EIA-eligible renewable energy credits (RECs). This agreement represents a synergy between Microsoft’s corporate goals and the policy goals of the State of Washington.

1 **Q. How will the renewable energy provisions be enforced?**

2 A. The terms of the Special Contract specify Microsoft's obligation with respect to
3 renewable energy and provide penalties if they are not met. Microsoft will provide a
4 report to PSE each year for inclusion in the utility's annual RPS report as required by
5 WAC 480-109-210. If Staff identifies deficiencies concerning Microsoft's
6 obligations under the Special Contract, Staff will notify PSE, and PSE will
7 administer a penalty specified in the Special Contract that is equivalent to the penalty
8 that would be charged to a utility under the same circumstances. This amount will be
9 paid to the Commission for deposit in the EIA Special Account. In this manner, PSE
10 will administer the charges established in the Special Contract. Once the Special
11 contract is approved by the Commission, its terms will have the force and effect of
12 law.

13
14 **Q. Describe Section III.14 Conservation Funding – Schedule 120.**

15 A. In the originally proposed Schedule 451 tariff, Microsoft would have paid for
16 conservation at the same rate as PSE's direct access customers, currently
17 \$0.001082/kWh.¹⁶ With the Special Contract and Settlement, Microsoft agrees that
18 the payment made to PSE under Schedule 120, the electric conservation service
19 rider, will be calculated as if Microsoft continues to take service under Schedule 40.
20 The Schedule 40 rate found in the conservation rider, as proposed to take effect May
21 1, 2017, is \$0.005142/kWh for primary and secondary voltage and \$0.004426/kWh

¹⁶ Direct access customers are those receiving electric service under Schedules 448, 449, 458, and 459. Collectively referred to as 449 customers.

1 for high voltage. This agreement ensures that PSE's investment in energy efficiency
2 will not decrease as a result of the Special Contract.

3 Microsoft will also continue to participate in Schedule 258, Large Power
4 User Self-Directed Program. Under this program large industrial and commercial
5 customers pay into a multi-year fund dedicated to conservation projects and each
6 customer is allowed to access its own funds to implement projects before they are
7 made available to other customers. This will help ensure that both PSE and
8 Microsoft pursue all available conservation that is cost-effective, reliable, and
9 feasible.

10
11 **Q. How does Microsoft's funding of conservation compare to that of other PSE**
12 **retail wheeling customers?**

13 A. The funding rate of 449 customers was initially determined via settlement before the
14 Energy Independence Act became law. All power users under Schedule 258, except
15 449 customers, have the costs of energy efficiency programs assigned to them using
16 the demand/energy allocation method from the 2011 GRC. By agreeing to continue
17 conservation funding under the same paradigm as core customers, at a rate that is
18 nearly (as of May 1, 2017) five times higher than the 449 customers, Microsoft
19 furthers the Washington State policy objective that identifies energy efficiency as the
20 preferred energy resource for the region. In combination with the renewable energy
21 commitments, the continued funding of energy efficiency eases Staff concerns about
22 losing influence over system planning.

1 **Q. Does Section III.15 Low-income Funding – Schedule 129 hold customers**
2 **harmless?**

3 A. Yes, it does. Microsoft agrees to continue supporting the home energy lifeline
4 program (HELP) at the current rate of \$0.000614/kWh for the life of the contract.
5 This rate will be applied to all power delivered under the special contract. Combined
6 with the transition payment, Staff finds that this arrangement will not cause a cost
7 shift to remaining ratepayers or have any effect on the level of low-income funding.

8

9 **Q. Explain Section III.16 Additional Low-income Funding.**

10 A. In order to go above and beyond the status quo for low-income funding, Microsoft
11 commits to contribute to a separate account to be managed by PSE's Low-Income
12 Weatherization Manager, at a rate of \$0.000307/kWh for the life of the contract. This
13 funding will benefit PSE's low-income customers by providing certain services that
14 PSE's current programs do not cover. Notably, these funds can be leveraged by the
15 Low-Income Weatherization program to make critical repairs to houses that are
16 necessary to complete the installation of WA State Department of Commerce-
17 approved cost-effective energy efficiency upgrades, such as insulation and air
18 sealing. Additionally, these funds may be available to install advanced energy
19 efficiency equipment in low-income homes and to provide low-income access to
20 distributed generation resources. This additional funding commitment by Microsoft
21 allows PSE, and low-income customers, more flexibility to help the lowest income
22 customers reduce their energy bills over many years.

1

2

V. CONCLUSION

3

4 **Q. Please summarize Staff's recommendation.**

5 A. Commission Staff supports the proposed Settlement. The Settlement Agreement and

6 Special Contract allow PSE and Microsoft to enter into a retail wheeling relationship

7 that holds remaining ratepayers harmless, advances state policy goals, and avoids

8 forcing the Commission to immediately confront broad questions of potential

9 statewide interest in a narrowly focused proceeding. Staff also recommends that,

10 once this proceeding is resolved, the Commission initiate a docket to seek comments

11 and hold a workshop to enable a broader discussion of the issues of retail wheeling

12 and direct access for industrial and certain large commercial customers of

13 Washington's regulated investor-owned utilities.

14

15 **Q. Does this conclude your testimony?**

16 A. Yes, it does.