

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE ATTORNEY GENERAL



**KARL A. RACINE**  
**ATTORNEY GENERAL**

**Public Advocacy Division**  
**Public Integrity Section**

*E-Docketed*

May 25, 2018

Ms. Brinda Westbrook-Sedgwick, Secretary  
Public Service Commission  
of the District of Columbia  
1325 G Street, NW, Suite 800  
Washington, DC 20005

**Re: Formal Case No. 1142 – In the Matter of the Merger of Alta Gas, Ltd., and WGL Holdings, Inc.**

Dear Ms. Westbrook-Sedgwick:

On behalf of the District of Columbia Government (DCG), I enclose for filing an original and thirteen (13) conformed copies of the Testimony of Asa S. Hopkins in Support of the Settlement Agreement (Exhibits DCG (2C) and DCG (2C)-1) in this matter. If you have any questions regarding this filing, please contact the undersigned.

Sincerely,

KARL A. RACINE  
Attorney General

By: /s/ Brian Caldwell  
BRIAN CALDWELL  
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cc: Service List

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF THE DISTRICT OF COLUMBIA**

**IN THE MATTER OF** )  
**THE MERGER OF ALTAGAS, LTD.** ) **Formal Case No. 1142**  
**AND WGL HOLDINGS, INC.** )

**Direct Testimony and Exhibits of  
District of Columbia Government Witness**

**ASA S. HOPKINS**

**In Support of the Settlement Agreement**

**EXHIBIT\_DCG (2C)**

**May 25, 2018**

TESTIMONY OF ASA S. HOPKINS  
Formal Case No. 1142: Exhibit\_DCG (2C)  
Review of Settlement Agreement

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**EXHIBIT LIST**

ADDENDUM TO RESUME OF ASA S. HOPKINS: Exhibit\_DCG (2C)-1

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**I. INTRODUCTION**

**Q. PLEASE STATE YOUR FULL NAME, ADDRESS, AND OCCUPATION.**

A. My name is Asa S. Hopkins. I am a Principal Associate at Synapse Energy Economics located at 485 Massachusetts Ave., Suite 2, Cambridge, MA 02139.

**Q. ARE YOU THE SAME ASA S. HOPKINS WHO PROVIDED DIRECT TESTIMONY ON BEHALF OF THE DISTRICT OF COLUMBIA GOVERNMENT (“DCG” OR “DISTRICT GOVERNMENT”) IN THIS PROCEEDING?**

A. Yes, and I continue to appear on behalf of DCG in this matter. My occupational and educational histories are set forth in my initial Direct Testimony filed in this matter on September 29, 2017.<sup>1</sup>

**Q. WHAT IS THE PURPOSE OF THE TESTIMONY YOU ARE PRESENTING?**

A. The purpose of my testimony is to support the Unanimous Settlement Agreement (“Agreement”) among AltaGas Ltd. (“AltaGas”), WGL Holdings, Inc. (“WGL”), Washington Gas Light Company (“Washington Gas”), and other related entities (collectively, “Applicants”), and: the District Government; Office of People’s Counsel; the United States Department of Defense and all other Federal Executive Agencies; the Apartment and Office Building Association of Metropolitan Washington; the Laborers’ International Union of North America, its affiliated District Council, and Local Unions serving or located in Washington, D.C.; Local 2 of the Office and Professional

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<sup>1</sup> Exhibit \_\_DCG (F), at 2-4, and Exhibit \_\_DCG (F)-1.

1 Employees International Union, AFL-CIO; and National Consumer Law Center /  
2 National Housing Trust (collectively, the “Settling Parties”) that was filed on May 8,  
3 2018, in this matter.

4 **Q. WAS THIS TESTIMONY PREPARED BY YOU OR UNDER YOUR**  
5 **DIRECTION?**

6 A. Yes, it was.

7 **Q. HAVE YOU PREPARED ANY EXHIBITS TO BE FILED WITH YOUR**  
8 **TESTIMONY IN SUPPORT OF THE SETTLEMENT?**

9 A. Yes, I prepared an addendum to my September 29, 2017 resume attached to my direct  
10 testimony as Exhibit \_\_DCG (C)-1. The addendum is attached hereto as Exhibit \_\_DCG  
11 (2C)-1 and sets forth additional matters on which I have participated since September  
12 29, 2017.

13

14 **II. SUMMARY OF TESTIMONY**

15 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

16 A. My testimony addresses the Commission’s seventh public interest factor: “the effects  
17 of the transaction on . . . the conservation of natural resources and preservation of  
18 environmental quality.”<sup>2</sup> I begin with an overview of my initial concerns about the  
19 proposed transaction. These concerns were addressed in my previous testimony and  
20 were based on the Applicants’ original application for approval of the proposed merger.

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<sup>2</sup> Formal Case No. 1142, In the Matter of the Merger of AltaGas Ltd. and WGL Holdings, Inc., Order No. 18843, ¶7 (rel. July 24, 2017).

1 I will then discuss certain of the specific commitments that were modified or added  
2 through the proposed Agreement, and I will explain how these new commitments  
3 address my prior concerns. Specifically, I will discuss modified Commitment 3 to  
4 provide \$4.2 million for energy efficiency measures in low-income multifamily  
5 buildings (and corresponding elimination of original Commitment 2 to provide \$2  
6 million to expand natural gas services to low-income multifamily households). I will  
7 also discuss modified Commitment 5 to provide 10 MW of battery storage or renewable  
8 Tier 1 energy, rather than 5 MW, as well as the benefits to the District if a 10 MW  
9 battery storage facility were constructed. Next, I will discuss several of the  
10 Commitments regarding leaks of methane, a potent greenhouse gas: Commitments 55,  
11 56, 57, and 73. Then I will discuss AltaGas' new Commitment 76, which is essentially  
12 an adoption by AltaGas of WGL's position on climate change. Finally, I will discuss  
13 new Commitment 79. This obligates the merged entity to file a long-term business plan  
14 to evolve AltaGas' business mode to support the District's climate and clean energy  
15 goals and to hold public bi-annual meetings to report on its progress in that regard. I  
16 conclude my testimony by finding that the proposed merger, as modified by the terms  
17 in the Agreement, will have a net positive impact on the conservation of natural  
18 resources and preservation of environmental quality.

1 **Q. HAVE THE ADDITIONAL AND MODIFIED COMMITMENTS IN THE**  
2 **SETTLEMENT AGREEMENT RESULTED IN SIGNIFICANT**  
3 **IMPROVEMENTS TO THE PROPOSED TRANSACTION?**

4 A. Yes. The Agreement contains additional and modified commitments, which provide  
5 direct and tangible benefits to ratepayers and to the conservation of natural resources  
6 and preservation of environmental quality. The Agreement more than doubles the  
7 spending commitment for energy efficiency (Commitment 3), while eliminating the  
8 commitment to expand natural gas service in ways that may be contrary to the District's  
9 policy goals (former Commitment 2). The Agreement also doubles the capacity of the  
10 energy storage or renewable energy generator that the Applicants commit to construct  
11 in the District of Columbia, from 5 MW to 10 MW. The addition of leak volumes to  
12 Commitment 57 will enable evaluation of the methane emissions from Grade 2 leaks.  
13 Commitment 73 establishes penalties for failure to reduce leaks, thereby increasing the  
14 likelihood that the Applicants will meet the leak reduction targets. Commitment 76  
15 lessens my concerns that transfer of ownership to AltaGas would represent a step  
16 backwards with respect to WGL's understanding of, and commitment to, mitigate  
17 global climate change. Finally, Commitment 79 establishes an important mechanism  
18 to force the Applicants to address the future of their business model in the context of  
19 the District's policy and legal commitments to reduce greenhouse gas emissions, and  
20 to invite the public to participate in and evaluate progress toward a new business model.

1 **Q. DOES THE SETTLEMENT AGREEMENT PROVIDE BENEFITS THAT**  
2 **WOULD NOT BE AVAILABLE IN THE ABSENCE OF THE MERGER?**

3 A. Yes, I believe it does. Shareholder funding of energy efficiency, renewable generation,  
4 and electric energy storage would not have been available without the merger.

5

6

**III. ENERGY EFFICIENCY**

7 **Q. PLEASE DISCUSS THE IMPORTANCE OF ENERGY EFFICIENCY FOR**  
8 **LOW-INCOME HOUSEHOLDS RESIDING IN MULTIFAMILY UNITS IN**  
9 **THE DISTRICT OF COLUMBIA.**

10 A. Energy costs can be a substantial portion of a low-income household's monthly  
11 expenditures. As such, energy efficiency can increase financial security for those  
12 households. At the same time, it can provide non-energy health benefits through  
13 improved indoor environmental quality. Multi-family housing is a particular challenge  
14 for energy efficiency because it can be subject to split incentives (where the building is  
15 owned by one entity, while another pays the energy bills) and coordination challenges  
16 among tenants and owners for shared building components (like the common spaces  
17 and outside building shell).

18 **Q. WHAT CONCERN DID YOU RAISE REGARDING THIS ISSUE WITH**  
19 **RESPECT TO THE PREVIOUS MERGER COMMITMENTS?**

20 A. I had two primary concerns. First, I was concerned that the need for energy efficiency  
21 funds in low-income housing exceeded the level of funding proposed by the Applicants.



1           Second, I was concerned about the process the Applicants proposed to use to develop  
2           programs to serve low-income customers.

3   **Q.   HOW ARE THESE CONCERNS ADDRESSED IN THE AGREEMENT?**

4   A.   In the Agreement, the Applicants have nearly doubled the funding commitment for  
5           energy efficiency, from \$2.2 million to \$4.2 million. Increased funding should allow  
6           the resulting program to serve more customers, save more energy, reduce more  
7           greenhouse gas emissions, and further increase indoor environmental quality.  
8           Targeting the funding to low-income, multi-family housing should allow for a more  
9           focused program that is better tailored to its targets' needs, while allowing other  
10          efficiency programs in the District to coordinate their efforts with this one. The  
11          Applicants have also addressed my concerns regarding the process to develop the  
12          efficiency program by committing to a competitive RFP process to select a funds  
13          administrator. Such a process will allow other efficiency program implementers to  
14          respond and, if they can make a compelling case, be selected to administer the program.  
15          As I discussed in my earlier testimony, such an implementation path could reduce  
16          administrative costs so that the committed funds achieve the greatest good.

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1 **IV. AFFORDABLE HOUSING MULTIFAMILY NATURAL GAS INITIATIVE**

2 **Q. THE AGREEMENT REMOVES A COMMITMENT TO SPEND \$2 MILLION**  
3 **ON AN AFFORDABLE HOUSING MULTIFAMILY NATURAL GAS**  
4 **INITIATIVE. WHAT WERE YOUR CONCERNS WITH RESPECT TO THIS**  
5 **COMMITMENT?**

6 A. I was concerned that this initiative would be contrary to the District's policy objectives  
7 of deep decarbonization, which would be better served through the promotion of  
8 electric space and water heating systems; that the Applicants were incorrect in their  
9 assessment of the customer bill savings and environmental benefits from choosing  
10 natural gas; and that the merged entity would effectively be engaged in business  
11 development under the guise of a merger commitment. The Agreement addresses these  
12 concerns by removing this commitment.

13

14 **V. STORAGE AND RENEWABLE GENERATION**

15 **Q. PLEASE DISCUSS THE IMPORTANCE OF DEVELOPING ENERGY**  
16 **STORAGE OR TIER 1 RENEWABLE ELECTRICITY GENERATION IN THE**  
17 **DISTRICT OF COLUMBIA.**

18 A. Renewable electricity generation in the District of Columbia reduces imported energy  
19 and renewable energy credits from other states, moves generation close to load  
20 reducing line losses, and (if the generation is solar PV) helps meet the District's solar-  
21 specific policy goals. Energy storage can increase local grid stability and reliability  
22 (including through integration with microgrids), help to avoid the need to build other

1 electric grid infrastructure, improve the grid integration of variable renewable sources,  
2 and mitigate the need to operate expensive and typically low-efficiency peaking  
3 generators. As Commitment 5 contemplates, both storage and generation also produce  
4 local employment for construction, operation, and maintenance.

5 **Q. HOW DOES THE AGREEMENT IMPROVE ON EARLIER COMMITMENTS**  
6 **WITH RESPECT TO DEVELOPING RENEWABLE ENERGY OR ENERGY**  
7 **STORAGE IN THE DISTRICT OF COLUMBIA?**

8 A. The Agreement doubles the capacity of renewable generation or energy storage that the  
9 Applicants commit to construct within the next five years from 5 MW to 10 MW. As  
10 alluded to above, the Agreement also includes a commitment to use reasonable efforts  
11 to ensure that at least 20 percent of the operational jobs are sourced from the local  
12 workforce.

13 **Q. HOW DOES THIS CHANGE POSITIVELY IMPACT THE DISTRICT OF**  
14 **COLUMBIA?**

15 A. A larger renewable generator would make a more positive impact on achieving the  
16 District's renewable portfolio standard objectives, including advancing environmental  
17 quality. However, I expect that the Applicants will choose to deploy energy storage  
18 primarily, due to land constraints in the District. (10 MW of solar PV would cover an  
19 area equivalent to about half of the National Mall, whereas 10 MW of batteries can fit  
20 in a few shipping containers.) The benefits of additional electric energy storage  
21 installation in the District would depend on how it is deployed and configured. If it is  
22 part of a microgrid, it would increase the potential number of buildings or services

1 supported by microgrids (or support twice as many microgrids). Storage can also  
2 increase the amount of renewable generation that can be connected to each of the  
3 Potomac Electric Power Company's (Pepco) feeders or network groups by limiting and  
4 controlling the export of power from the distributed generators onto the grid. If  
5 coordinated with Pepco, energy storage could shave feeder peaks on twice as many  
6 feeders (or go deeper on the same number of feeders), avoiding the need for transformer  
7 upgrades. Whether storage or generation, a doubling in the project capacity implies  
8 more economic activity associated with construction and maintenance.

9

10 **VI. METHANE LEAKS**

11 **Q. PLEASE SUMMARIZE YOUR CONCERNS WITH RESPECT TO METHANE**  
12 **LEAKS AND ENVIRONMENTAL QUALITY IN THE CONTEXT OF THE**  
13 **MERGER.**

14 A. Methane emissions constitute one half of one percent (0.5 percent) of the District's  
15 greenhouse gas emissions. (Exhibit DCG(H)-5). A change in the ownership of WGL  
16 raises the risk of an adverse change in the merged company's approach to reducing lost  
17 methane. On the other hand, it creates opportunity for a new owner to take a more  
18 aggressive approach to reducing leaks.

19 **Q. HOW DOES THE AGREEMENT IMPROVE ON EARLIER COMMITMENTS**  
20 **WITH RESPECT TO LEAKS AND ENVIRONMENTAL QUALITY?**

21 A. The Applicants' earlier commitments addressed leaks, but the Agreement improves on  
22 those commitments. First, Commitment 57 has been modified to include the reporting

1 of leak volumes identified in the Leak Survey Mobile Mapping Program. I suggested  
2 in my earlier testimony that leak volumes be used as part of the prioritization process  
3 for leak repairs. Measuring and reporting on leak volumes is an essential precondition  
4 to such prioritization. Second, Commitment 73 sets targets for leak reductions and sets  
5 increasing financial penalties for missing those targets. Those penalties, if triggered,  
6 would then be used to fund energy efficiency and workforce development initiatives.  
7 The desire to avoid financial penalties should provide a strong incentive to AltaGas and  
8 WGL to meet the leak reduction targets. Fewer leaks means less methane will be  
9 emitted, and thus an increase in environmental quality. Finally, it is worth noting that  
10 in Commitment 55, AltaGas agreed to contribute \$4 million to hire and train additional  
11 repair crews, thereby offsetting a portion of the costs to achieve the Grade 2 leak  
12 backlog reductions.

13

14

## **VII. PLANNING FOR PUBLIC POLICY**

15

**Q. WOULD YOU PLEASE DISCUSS THE IMPORTANCE OF A UTILITY  
16 UNDERSTANDING, AND COMMITTING TO MITIGATE, GLOBAL  
17 CLIMATE CHANGE?**

18

**A.** Both electric and gas distribution utilities play unique and important roles in shaping  
19 both how consumers use energy and the amount of emissions that result. A utility that  
20 did not accept the science of global climate change would likely not be a willing and  
21 useful partner for a jurisdiction committed to mitigating climate change through

1 emission reduction. Utility opposition to public policy can result in litigation, delay,  
2 and cost.

3 **Q. WHAT WERE YOUR CONCERNS WITH RESPECT TO CLIMATE CHANGE**  
4 **SCIENCE, MITIGATING ACTIONS, AND THE MERGER?**

5 A. I was concerned that AltaGas would not be a good partner for the District in pursuing  
6 its policy of aggressively reducing greenhouse gas emissions. I testified that the  
7 District's pursuit of environmental quality through actions to mitigate climate change  
8 could be hindered by a utility that would not state directly that it agreed with the  
9 Intergovernmental Panel on Climate Change on both the science of climate change and  
10 the need for rapid emission reductions. WGL had made strong statements in support of  
11 both the underlying science and the need for action, and I was concerned that a change  
12 in ownership would represent a negative shift with respect to the District's public policy  
13 on climate change.

14 **Q. HOW DOES THE AGREEMENT MITIGATE YOUR CONCERNS**  
15 **REGARDING ALTAGAS'S POSITION ON CLIMATE CHANGE?**

16 A. The Agreement's Commitment 76 mitigates my concerns because it puts AltaGas on  
17 record as explicitly agreeing with the scientific consensus on human activity and  
18 climate change and stating that action is required now to reduce emissions. This  
19 commitment will serve as an enduring statement that the Commission, the District  
20 Government, and other parties can use to compare against AltaGas's actions in the  
21 coming years.

1 **Q. WHY IS LONG-TERM PLANNING FOR A UTILITY’S BUSINESS MODEL**  
2 **IMPORTANT FOR THE UTILITY’S RATEPAYERS?**

3 A. A utility, the community it serves, and its regulators have a long-term compact. A utility  
4 that plans only for short-term risks creates undue costs for its customers and community  
5 in the long term. This includes not just planning for traditional utility investments in  
6 long-lived assets, but also planning for changes in the utility’s business model. A utility  
7 must, as part of that planning, take into account the stated public policies of the  
8 communities it serves, and trust that over time regulators and others will shift its  
9 business model to align with, rather than contest, those policy objectives.

10 **Q. HOW DOES BUSINESS MODEL UNCERTAINTY POSE RISKS TO**  
11 **ENVIRONMENTAL QUALITY?**

12 A. If a utility’s business model is at odds with its community’s environmental quality  
13 policies, the community faces a risk that the utility’s incentive will be to hinder meeting  
14 environmental goals. Utility shareholders and management may advocate against  
15 changes in public policy, rather than evolving the utility’s business model in pursuit of  
16 alignment.

17 **Q. WHAT WERE YOUR CONCERNS ABOUT ALTAGAS, WGL, AND THE**  
18 **MERGED ENTITY’S BUSINESS MODEL ON THE PURSUIT OF THE**  
19 **DISTRICT’S ENERGY AND CLIMATE CHANGE POLICIES?**

20 A. I was concerned that aspects of AltaGas’s business model—including both its regulated  
21 and unregulated businesses—could lead AltaGas, and, through it, WGL, to be resistant

1 to District policies and programs directed at meeting the District's climate change  
2 goals.

3 **Q. HOW DOES THE AGREEMENT MITIGATE YOUR CONCERNS**  
4 **REGARDING THE FUTURE BUSINESS MODEL OF THE DISTRICT OF**  
5 **COLUMBIA'S GAS UTILITY?**

6 A. Commitment 79 requires AltaGas to examine its long-term business plan and determine  
7 how it can evolve its business to serve the District's 2050 climate goals. By looking  
8 long term, and taking into account the District's stated long-term policy objectives, this  
9 should have the effect of forcing AltaGas, the Commission, and the public to think  
10 deeply about how AltaGas can contribute to, rather than undermine, the District's  
11 policies. This commitment establishes the correct order of precedence: how the utility  
12 can serve public policy objectives (as opposed to how public policy should be  
13 restrained by the utility's business model). And the biennial public meetings will  
14 provide an opportunity for public input and education, as well as identification of  
15 changed circumstances that may require modifications to the business plan. In my  
16 earlier testimony, I discussed several issues that may require business model changes  
17 (including competition between electric and gas utilities and the risk of stranded assets,  
18 especially for vulnerable communities). Since addressing these issues will be  
19 complicated and take time, establishing a formal and public process through which they  
20 can be addressed represents a good first step.



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**VIII. CONCLUSION**

3 **Q.**

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**TAKING THE AGREEMENT AS A WHOLE, WHAT CAN YOU CONCLUDE REGARDING WHETHER THE MERGER WILL HAVE A NET POSITIVE IMPACT ON THE CONSERVATION OF NATURAL RESOURCES AND PRESERVATION OF ENVIRONMENTAL QUALITY?**

7 **A.**

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The Agreement mitigates my substantial concerns that the merger would create impediments to improving environmental quality in the District of Columbia. By removing a spending commitment that was contrary to the District's stated public policy (the multi-family piping initiative) in favor of increased funding for energy efficiency, the net result is improved. A larger energy storage or renewable energy commitment will further improve environmental quality, as will stronger commitments to reduce methane leaks. By embracing climate science and the need for action—including the need to re-examine its own business plan—AltaGas has shown that it could be a positive partner as the District pursues its clean energy and greenhouse gas goals.

17 **Q.**

18

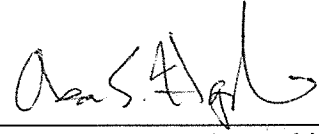
**DOES THIS CONCLUDE YOUR TESTIMONY IN SUPPORT OF THE SETTLEMENT?**

19 **A.**

Yes, it does.

I declare under penalty of perjury that the foregoing testimony is true and correct to the best of my knowledge, information, and belief.

Executed this 25<sup>th</sup> day of May, 2018.

A handwritten signature in black ink, appearing to read "Asa S. Hopkins", written over a horizontal line.

Asa S. Hopkins

**Asa S. Hopkins, Ph.D.,** Principal Associate

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## ADDENDUM

### REPORTS

Woolf, T., A. Hopkins, M. Whited, K. Takahashi, and A. Napoleon. 2018. *Review of New Brunswick Power's 2018/2019 Rate Case Application*. Prepared for the New Brunswick Energy and Utilities Board Staff. NBEUB Matter No. 375.

Hopkins, A., S. Fields, and T. Vitolo. 2017. *Policies to Cost-Effectively Retain Existing Renewables in New York*. Prepared for the Alliance for Clean Energy New York. Filed in NY PSC Matter 15-E-0302 by the Alliance for Clean Energy New York.

Hopkins, A. and K. Takahashi. 2017. *Alternatives to Building a New Mt. Vernon Substation in Washington, DC*. Prepared for the District of Columbia Department of Energy and Environment. Filed in DC PSC Formal Case 1130 by the Department of Energy and Environment.

### TESTIMONY

**Vermont Public Service Board (Cases No. 17-1247-NMP, 17-5229-NMP, 18-0107-NMP, and 18-0138-NMP):** Addressed the consistency of several proposed net metered solar PV generating facilities with the Vermont Comprehensive Energy Plan. On behalf of the developer of the proposed projects.

### SELECTED PRESENTATIONS

Hopkins, A. 2018. "Rate Design: Basics and What's Possible" at the Northeastern States Regional Meeting of the National Association of State Energy Officials, April 2018.

Hopkins, A. 2018. "Analyzing Strategic Electrification: The Big Picture." Webinar hosted by Synapse Energy Economics, January 18, 2018.

*Addendum dated May 2018*

## CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of May, 2018, I caused true and correct copies of the foregoing Testimony of Asa S. Hopkins in Support of the Settlement Agreement (Exhibits DCG (2C) and DCG (2C)-1) to be delivered to the following parties:

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