BEFORE THE PUBLIC UTILITY COMMISSION 1 **OF OREGON** 2 UG 325 3 In the Matter of 4 AVISTA CORPORATION, dba AVISTA 5 SETTLEMENT STIPULATION **UTILITIES** 6 7 Request for a General Rate Revision. 8 9 This Settlement Stipulation ("Stipulation") is entered into for the purpose of resolving all 10 issues in this Docket. 11 **PARTIES** 12 The Parties to this Stipulation are Avista Corporation ("Avista" or the "Company"), the 13 Staff of the Public Utility Commission of Oregon ("Staff"), the Oregon Citizens' Utility Board 14 ("CUB"), and the Northwest Industrial Gas Users ("NWIGU") (collectively, "Parties"). These 15 16 Parties represent all who intervened and appeared in this proceeding. 17 **BACKGROUND** 18 19 1. On November 30, 2016, Avista filed revised tariff schedules to effect a general rate increase for Oregon retail customers of \$8,539,000, or 9.0 percent of its annual revenues. The 20 filing was suspended by the Commission on December 20, 2016, per its Order No. 16-495. 21 2. Pursuant to Administrative Law Judge Allan Arlow's Prehearing Conference 22 Memorandum of December 29, 2016, Staff, CUB, and NWIGU filed Opening Testimony in 23 response to the Company's original filing on March 1, 2017. On April 6, 2017, Avista filed its 24

Reply Testimony. On April 24, 2017, a settlement conference was held, attended by all Parties.

3. As a result of the settlement discussions held on April 24, 2017, the Parties have agreed to settle all issues in this Docket, including adjustments to the revenue requirement, rate spread and rate design issues, and additional reporting for certain capital projects, on the following terms, subject to the approval of the Commission.

TERMS OF SETTLEMENT STIPULATION

4. Adjustments to Revenue Requirement:

The Parties support reducing Avista's requested revenue requirement to reflect the adjustments discussed below. The adjustments amount to a total reduction in Avista's revenue requirement increase request from \$8.539 million to a base revenue increase of \$3.500 million. The Parties support the adjustments to Avista's revenue requirement request as shown in Table No. 1 below:

Table No. 1:

| | SUMMARY OF ADJUSTMENTS TO REVENUE REQUIREMENT AND RATE BASE | | |
|-----|--|------------------------|-----------|
| | (\$000s of Dollars) | | |
| | | Revenue Requirement | Rate Base |
| Amo | ount as filed: | \$8,539 | \$243,42 |
| Δdi | ıstments: | | |
| a | Rate of Return | (1,854) | |
| b | Revenue Sensitive - Uncollectible rate | (41) | _ |
| c | Uncollectibles | (191) | _ |
| | Revenue Sensitive - | (===) | |
| d | Commission & Franchise Fee rate | (34) | _ |
| e | Working Cash | (343) | (3,35 |
| f | Interest Synchronization | 311 | - |
| | Wages, Salaries, Medical Benefits, and D&O | | |
| g | Insurance | (593) | (2 |
| h | Property Tax | (78) | |
| i | Amortization & Depreciation | (36) | 3 |
| i | Regulatory Expense | (92) | |
| k | Pensions | (264) | (17 |
| 1 | Underground Storage | (21) | _ |
| m | Other Gas Supply Expense | (18) | - |
| n | Load Forecasting | (394) | _ |
| О | Sales & Transportation | 39 | _ |
| р | Information Technology | (445) | (3,00 |
| q | Cost Allocation | (187) | (1,44 |
| r | Utility Plant in Service | (550) | (5,39 |
| S | Other Revenues | (26) | - |
| t | Atmospheric Testing | (66) | - |
| u | Advertising and Promotional Expense | (5) | = |
| V | Memberships and Dues | (6) | = |
| w | Various A&G Expenses | (132) | = |
| X | Materials & Supplies - Non-Fuel | (13) | (12 |
| | Total Adjustments: | (\$5,039) | (\$13,49 |
| • | asted Base Revenue Requirement ate Base - Effective October 1, 2017: | \$3,500 | \$229,93 |

- 1 The following information provides an explanation for each of the adjustments in Table No. 1.
- Attachment A summarizes the Company's filed rate case and the stipulated adjustments. The 2
- numbers in parenthesis below represent the agreed-upon increase or decrease in revenue 3
- requirement associated with the item. 4
 - Rate of Return (-\$1,854,000): Table No. 2 below shows the Company's and Staff's
- proposed Cost of Capital. NWIGU proposed a rate of return on common equity of 9.4%.¹ 6

Table No. 2:

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| 8 | AVISTA CORPORATION | | | |
|----|--------------------|---------------|----------------|----------|
| 9 | | Proposed Cost | of Capital | |
| 9 | | Proposed | | Weighted |
| 10 | | Structure | Cost | Cost |
| 10 | Debt | 50.0% | 5.750% | 2.88% |
| 11 | Common Equity | 50.0% | 9.9% | 4.95% |
| 12 | Common Equity | 20.070 | | |
| | TOTAL | 100.0% | Rate of Return | 7.83% |
| 13 | | | | |

| STAFF | | | |
|---------------|------------------|----------------|----------|
| | Proposed Cost of | Capital (1) | |
| | Proposed | | Weighted |
| | Structure | Cost | Cost |
| Debt | 51.1% | 5.095% | 2.60% |
| Common Equity | 48.9% | 9.1% | 4.43% |
| TOTAL | 100.0% | Rate of Return | 7.03% |

(1) Staff/200, Muldoon/2, lines 8-9.

For settlement purposes, the Parties agree to an overall weighted cost of capital equal to 7.35% 20 based on the following components: a capital structure consisting of 50% common stock equity 21

and 50% long-term debt, return on equity of 9.4%, and a long-term debt cost of 5.30%, thereby 22

¹ NWIGU/100/Gorman/4, lines 3-10.

- reducing the proposed revenue requirement by \$1,854,000. This combination of capital structure
- 2 and capital costs is shown in Table No. 3 below:

Table No. 3:

| 4 | AVISTA CORPORATION Agreed-Upon Cost of Capital | | | |
|---|--|-------------------------------|----------------|------------------|
| 5 | | Percent of Total Capital Cost | | Weighted Cost |
| 6 | Long-Term Debt | 50.00% | 5.300% | 2.650% |
| 7 | Common Equity | 50.00% | 9.400% | 4.700% |
| 8 | Total | 100.00% | Rate of Return | 7.350% |
| 0 | | | | |

- b. Revenue Sensitive Uncollectible Rate (-\$41,000): In the Company's direct filing, the uncollectible rate used in the conversion factor was calculated using a three-year average on a twelve-months ended June 30, 2016 basis, for a rate of 1.09760 percent. Staff proposed in its opening testimony to apply a rate of 0.5496 percent, the rate set in Docket UG 288, noting a need for clarification of the available data. In its reply testimony, the Company proposed using the net write-off and direct revenue balances for the twelve months ended December 31, 2016, for a rate of 0.6242 percent. For settlement purposes, the Parties agree to adjust the uncollectible rate to 0.6335 percent, based on a three year average using the calendar years 2014, 2015, and 2016 for the revenue sensitive rate and conversion factor.
- c. <u>Uncollectibles</u> (-\$191,000): In the Company's direct filing, uncollectible expense was adjusted to a three-year average on a twelve-months ended June 30, 2016 basis. For settlement purposes, the Parties accept Staff's proposal to adjust uncollectible expense utilizing the uncollectible rate of 0.6335 percent, thereby reducing the proposed revenue requirement by \$191,000.

d. OPUC & Franchise Fee Rate (\$-34,000): In the Company's direct filing, the Company used an OPUC & Franchise Fee rate of 0.00275. For settlement purposes, the Parties accept Staff's proposed OPUC & Franchise Fee rate of 0.0030, thereby reducing the proposed revenue requirement by \$34,000.

e. <u>Working Capital</u> (-\$343,000): In the Company's direct filing, the Company proposed a working capital rate base adjustment, excluding materials and supplies, using the Investor Supplied Working Capital methodology. For settlement purposes, the Parties accept Staff's proposal to remove the working capital rate base adjustment, thereby reducing the proposed revenue requirement by \$343,000. This adjustment reduces rate base by \$3,536,000.

f. <u>Interest Synchronization</u> (+\$311,000): This adjustment includes the flow through of the federal and state tax impact on rate base adjustments due to the agreed-upon cost of debt, thereby increasing the proposed revenue requirement by \$311,000.

g. <u>Wages, Salaries, Medical Benefits, and D&O Insurance</u> (-\$593,000): Staff proposed an adjustment to the Company's Wages and Salaries expense for reductions associated with the Company's overall wages and salaries increases related to overtime, full-time employee equivalents (FTE), associated payroll taxes, Officer and Non-Officer Incentive Pay, and Restricted Stock Units. NWIGU also proposed an adjustment to the Company's Wages and Salaries expense for Restricted Stock Units.² In addition, Staff proposed adjustments to the Company's medical benefits expense, as well as proposing a 50 percent sharing of all layers of Directors' and Officers' (D&O) Insurance expense. For settlement purposes the Parties agree to reductions to an agreed-upon level of expense, thereby reducing the proposed revenue requirement by \$593,000. The adjustment also reduces rate base by \$27,000.

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² NWIGU/100/Gorman/6-7.

- h. <u>Property Taxes</u> (-\$78,000): Staff proposed an adjustment to property tax expense to reflect the use of a three-year average of the property tax levy rate, which was applied to the agreed-upon level of rate base. For settlement purposes, the Parties agree upon a lower level of property tax expense, thereby reducing the proposed revenue requirement by \$78,000.
 - i. <u>Amortization & Depreciation</u> (-\$36,000): For settlement purposes, the Parties agree to an adjustment to amortization and depreciation expense associated with the Information Technology, Cost Allocation and Utility Plant in Service adjustments discussed in items q. s. below. This adjustment reduces rate base by \$39,000 and revenue requirement by \$36,000.

- j. <u>Regulatory Expense</u> (-\$92,000): Avista proposed to recover the level of regulatory expense that occurred in the twelve-months ended June 30, 2016. Staff proposed an adjustment to regulatory expense to reflect a three-year average level of expense. For settlement purposes, the Parties agree to Staff's proposal to reduce the level of Regulatory Expense by \$92,000, thereby reducing the proposed revenue requirement by \$92,000.
- k. <u>Pension</u> (-\$264,000): Staff proposed an adjustment to reflect an Expected Return on Assets (EROA) on pensions and post-retirement medical benefits of 6.6 percent, as recommended by Commission Staff and as approved by the Commission in Docket UG-288, OPUC Order No. 16-109. In its reply testimony, the Company accepted Staff's proposal. This adjustment reduces rate base \$170,000, and reduces the proposed revenue requirement by \$264,000.
- 1. <u>Underground Storage</u> (-\$21,000): Staff proposed an adjustment to underground storage expense to reflect a three-year average level of expense. In its reply testimony, the Company accepted Staff's proposal to adjust the Underground Storage to reflect a three-year average level of expense, thereby reducing the proposed revenue requirement by \$21,000.

m. Other Gas Supply (-\$18,000): Staff proposed an adjustment to other gas supply expense to reflect a three-year average level of expense. In its reply testimony, the Company accepted Staff's proposal to adjust the Other Gas Supply to reflect a three-year average level of expense, thereby reducing the proposed revenue requirement by \$18,000.

n. <u>Load Forecasting</u> (-\$394,000): After reviewing the Company's filed load forecast, Staff proposed certain recommendations which would increase the level of customer usage in the rate effective period. In its reply testimony, the Company accepted Staff's adjustments to the Company's load forecasting calculation, thereby reducing the proposed revenue requirement by \$394,000.

o. <u>Sales & Transportation</u> (+\$39,000): As a result of the changes made to the load forecasting adjustment in item n above, Staff proposed an adjustment to the Company's Sales & Transportation revenue. In its reply testimony, the Company accepted Staff's proposal to Sales & Transportation revenue as a result of the changes in the load forecasting calculation, thereby increasing the proposed revenue requirement by \$39,000.

p. <u>Information Technology Adjustment</u> (-\$445,000): Staff's testimony proposed reductions to information technology and associated general plant rate base additions and expenses. CUB's testimony also proposed reductions to information technology and associated general plant rate base additions.³ For settlement purposes, the Parties agree to a rate base reduction of \$3,009,000 associated with information technology and general plant rate base additions (e.g., Technology Expansion, Meter Data Management, Next Generation Radio System, and Long-Term Campus Restructuring, among others) and a reduction to expense associated with

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³ CUB/100/McGovern/56.

capital investment. This adjustment reduces the revenue requirement associated with information technology and general plant rate base additions by \$445,000.

- q. <u>Cost Allocation Adjustment</u> (-\$187,000): Staff's testimony proposed reductions to common plant rate base as well as reductions to expense, based on its review of the Company's allocations of these items by jurisdiction and service. For settlement purposes, the Parties agree to a reduction to common plant rate base (e.g., common warehouse space and main campus expansion, among other items) of \$1,449,000 and a reduction to expense of \$38,000. This adjustment reduces the revenue requirement associated with common plant rate base and common expense by \$187,000. Avista agrees to provide business descriptions in the description field of account transactions sufficient to allow internal and external auditing of jurisdictional assignment and allocation.
- r. <u>Utility Plant in Service Adjustment</u> (-\$550,000): Staff's testimony proposed reductions to rate base for natural gas utility plant in service. CUB's testimony also proposed reductions to rate base for natural gas utility plant additions. For settlement purposes, the Parties agree to a reduction to rate base of \$5,392,000 for natural gas utility plant (e.g., the Bonanza and Old Midland Road service extensions, the Natural Gas Revenue Growth program, and the Natural Gas Pipe Replacement for Street and Highway Moves program, among others). This adjustment reduces the revenue requirement associated with natural gas utility plant in service rate base by \$550,000.
- s. <u>Other Revenues Miscellaneous Revenue</u> (-\$26,000): Staff proposed an adjustment to other revenues to reflect increased revenues from reconnect fees. For settlement purposes, the Parties agree to adjust Other Revenues to reflect an increased level of collection fees, thereby resulting in a decrease to revenue requirement by \$26,000.

- t. <u>Atmospheric Testing (-\$66,000)</u>: After the Company filed its general rate case,
- 2 Avista discovered that the level of Atmospheric Testing expense included in its initial filing was
- 3 too high due to a calculation error. In Staff's direct testimony, it proposed to include the
- 4 Company's correction for a reduction to expense of approximately \$62,000 as well as an additional
- 5 adjustment to the Company's calculated inspection point growth rate. In its reply testimony, the
- 6 Company accepted Staff's proposal, resulting in a reduction of \$66,000 in revenue requirement.
- u. Advertising and Promotional Expense (-\$5,000): Staff proposed to remove certain
- 8 expenses Staff identified as promotional expenses. For settlement purposes, the Parties agree to
- 9 remove these expenses, thereby reducing revenue requirement by \$5,000.
- v. Membership and Dues (-\$6,000): Staff proposed to remove all subscription expenses
- and 25 percent of dues associated with membership in a trade organization (Northwest Gas
- 12 Association). On settlement, the Parties agree that 25 percent of the dues associated with the trade
- organization should be removed.
- w. <u>Various Administrative & General (A&G) Expenses (-\$132,000)</u>: Staff proposed to
- remove 50 percent of miscellaneous A&G expenses, including those for employee business meals,
- airfare, lodging, vehicle and transportation, office supplies, and other miscellaneous expenses. In
- its reply testimony, the Company accepted Staff's proposal to remove 50 percent of expenses
- associated with employee business meals. For settlement purposes, the Parties agree to remove 50
- 19 percent of the employee business meals, as well as 25 percent of the remaining miscellaneous
- 20 A&G expenses identified above, thereby resulting in a decrease to revenue requirement by
- 21 \$132,000.
- 22 x. Materials & Supplies (-\$13,000): Staff proposed a reduction to non-fuel material and
- supplies to reflect a three-year average level of expense. For settlement purposes, the Parties agree

- to Staff's use of a three-year average level of expense. This adjustment reduces rate base \$128,000
- and revenue requirement by \$13,000.
- 5. **Proposed Effective Date:** The proposed rate effective date is October 1, 2017. Upon
- 4 approval of this Stipulation, Avista will file revised rate schedules reflecting rates as agreed upon
- 5 in this Stipulation as a compliance filing, effective October 1, 2017.

6. Rate Spread:

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- 7 The Parties support the spread of the October 1, 2017 overall billed revenue increase of
- \$ \$3.5 million, or 3.7 percent, to the Company's service schedules as follows (and as shown in
- 9 Attachment B to the Settlement Stipulation):

Table No. 4: Agreed-Upon Rate Spread

| 1.1 | | | Revenue | | |
|-----|-----------------------------|----------|----------------|---------------|-----------------|
| 11 | | Rate | Increase | % Increase in | % Increase in |
| 12 | Schedule Description | Schedule | (\$000s) | Base Revenue | Billed Revenue* |
| 12 | Residential | 410 | \$1,693 | 4.3% | 2.8% |
| 13 | General Service | 420 | \$1,807 | 11.8% | 6.8% |
| | Large General Service | 424 | \$0 | 0.0% | 0.0% |
| 14 | Interruptible Service | 440 | \$0 | 0.0% | 0.0% |
| | Seasonal Service | 444 | \$0 | 0.0% | 0.0% |
| 15 | Transportation Service | 456 | <u>\$0</u> | 0.0% | 0.0% |
| 16 | Total | | <u>\$3,500</u> | <u>5.9%</u> | <u>3.7%</u> |
| | | | | | |

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7. Rate Design:

The Parties support the following rate design: For Residential Service Schedule 410, the

21 monthly customer basic charge will be increased by \$1 per month, from \$9.00 to \$10.00 per month.

^{*} Billed Revenue includes base rate revenue plus revenues associated with natural gas supply, energy efficiency, intervenor funding, and other items.

- The monthly customer charge for General Service Schedule 420 will remain at \$17.00 per month.⁴
- 2 Attachment C to the Settlement Stipulation provides the agreed-upon base rates.

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8. Residential Bill Change:

Based on an average usage level of 47 therms per month, the average bill for a Schedule 410 residential customer, which includes both base and adder schedules⁵, would increase \$1.57

per month, or 2.8 percent, from \$56.18 to \$57.75.6

9. **Decoupling:**

Attachment D to the Settlement Stipulation reflects the new decoupling base effective October 1, 2017 that is supported by the Parties. The new decoupling base provides the "Monthly Allowed Customers" and "Monthly Decoupled Revenue per Customer" which incorporate the effects of the settlement revenue requirement and billing determinants. Avista will make any necessary changes to reflect in Schedule 475 how new customers are treated as compared to existing customers in the decoupling mechanism.

10. Capital Projects & Officer Attestations:

The Parties agree that Avista will file, prior to October 1, 2017, an officer attestation that the following projects, individually, are complete and have been placed into service:

- Project # 3209 Pierce Road La Grande HP Reinforcement (associated revenue requirement of \$364,000).
- Project #3057 Klamath Falls Gas High Pressure (HP) Pipeline Remediation (associated revenue requirement of \$156,000).

⁴ The agreed-upon billing determinants reflect Staff's load adjustments as discussed in Section 4 item o above.

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⁵ "Adder" schedules recover costs associated with natural gas supply (Schedules 461 and 462), energy efficiency (Schedules 469 and 478), intervenor funding (Schedule 476), and other items.

⁶ In terms of the increase in base revenue (excluding all adder schedules) the increase is 4.3%.

• Project #2586 – Meter Data Management (associated revenue requirement of \$387,000).

The Parties agree that if one or more of the three projects listed above is not complete and inservice by the October 1, 2017 effective date for new base rates, the revenue requirement associated with the project shall be removed from test year rate base and therefore from the October 1, 2017 base rate change.

The Parties further agree that if one or more of the projects is not complete by October 1, 2017, but is otherwise completed and placed in service prior to November 1, 2017 (the rate effective date for the Company's annual Purchased Gas Cost Adjustment and other associated filings), the Company will file an officer attestation that the project is complete and in service. Project costs, up to the agreed-upon project revenue requirement provided above, associated with any delayed project that is attested to as being in service by November 1, 2017 will be recovered through a separate tariff beginning November 1, 2017 (Schedule 495). The associated revenue requirement will be spread to the schedules in the same manner as the revenue requirement in this case as shown in Table No. 4 above.

If one or more of the projects is not complete and placed in service prior to November 1, 2017, Avista will need to support any recovery of capital costs associated with that project in a subsequent general rate filing.

11. **Load Forecast Refinements:**

The Parties have agreed on the Load Forecasting adjustment issue in this general rate case as discussed in Section 4 above. Further, in Staff's opening testimony, Staff made three recommendations to improve the forecast models' accuracy: (1) Limit intervention variables to

⁷ This method of attestation and cost recovery has been utilized in prior general rate cases, such as in Docket Nos. UE 294 and UG 181.

- those with sufficient theoretical justification, (2) Select ARIMA model structures to minimize the
- 2 information loss, and (3) Include economic forecast drivers related to the number of large
- 3 commercial customers. The Company agrees to the following refinements, which it will include
- 4 in its next load forecast, currently planned to be completed in June of 2017:

- a. The Company will add employment as an economic driver to the forecast of Schedule
 424 commercial customers for the Medford, Roseburg, and Klamath regions.
- b. When selecting forecasting models, the Company will use the Akaike Information Criteria (AIC) rather than the root-mean-square error (RMSE) method. However, the Company will continue to select models "by hand" rather than using an automatic selection routine. The Company's reply testimony states that this reflects the need to carefully consider each model in light of the empirical difficulties (outliers, missing data, etc.) that often arise when modeling with billed data.

General Terms and Conditions

- 12. The Parties agree that this Stipulation is in the public interest and results in an overall fair, just and reasonable outcome, consistent with ORS 756.040. The Parties recommend that the Commission issue an order adopting the Stipulation.
- 13. The Parties agree that this Stipulation represents a compromise in the positions of the Parties. Without the written consent of all Parties, evidence of conduct or statements, including but not limited to term sheets or other documents created solely for use in settlement conferences in this Docket, are not admissible in the instant or any subsequent proceeding unless independently discoverable or offered for other purposes allowed under ORS 40.190. Nothing in this paragraph precludes a party from stating as a factual matter what the Parties agreed to in this Stipulation or in the Parties' testimony supporting the stipulation.

14. Further, this Stipulation sets forth the entire agreement between the Parties and supersedes any and all prior communications, understandings, or agreements, oral or written, between the Parties pertaining to the subject matter of this Stipulation.

- 15. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR 860-001-0350(7). The Parties agree to support this Stipulation throughout this proceeding and any appeal. The Parties further agree to provide witnesses to sponsor the Stipulation at any hearing held, and, in a Party's discretion, to provide a representative at the hearing authorized to respond to the Commission's questions on the Party's position as may be appropriate.
- 16. If this Stipulation is challenged by any other party to this proceeding, the Parties to this Stipulation reserve the right to 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 Settlement embodied in this Stipulation. Notwithstanding this reservation of rights, the Parties agree that they will continue to support the Commission's adoption of the terms of this Stipulation.
- 17. The Parties have negotiated this Stipulation as an integrated document. If the Commission rejects all or any material portion of this Stipulation, or imposes additional material conditions in approving this Stipulation, any Party disadvantaged by such action shall have the rights provided in OAR 860-001-0350(9) and shall be entitled to seek reconsideration or appeal of the Commission's Order.
- 21 18. By entering into this Stipulation, no Party shall be deemed to have approved, 22 admitted, or consented to the facts, principles, methods, or theories employed by any other Party

| 1 | in arriving at the terms of this Stipulation. N | No Party shall be deemed to have agreed that any | |
|----------------------|--|---|--|
| 2 | provision of this Stipulation is appropriate for resolving the issues in any other proceeding. | | |
| 3 | 19. This Stipulation may be executed | d in counterparts and each signed counterpart shall | |
| 4 | constitute an original document. The Parties | further agree that any electronic copy of a Party's | |
| 5 | signature is valid and binding to the same exte | nt as an original signature. | |
| 6 | 20. This Stipulation may not be modif | ned or amended except by written agreement among | |
| 7 | all Parties who have executed it. | | |
| 8 | This Stipulation is entered into by ea | ach Party on the date entered below such Party's | |
| 9 | signature. | | |
| 10 11 12 | AVISTA CORPORATION | STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON | |
| 13 14 15 | By: 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | By: | |
| 16 17 18 | Date: May 16, 2017 | Date: | |
| 19 20 21 | NORTHWEST INDUSTRIAL GAS USERS | CITIZENS' UTILITY BOARD OF OREGON | |
| 22 23 24 25 | By:Chad M. Stokes | By: Michael Goetz | |
| 26 | Date: | Date: | |
| | | | |

| provision of this Stipulation is appropriate for resolving the issues in any other proceeding. 19. This Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document. The Parties further agree that any electronic copy of a Part signature is valid and binding to the same extent as an original signature. 20. This Stipulation may not be modified or amended except by written agreement amount all Parties who have executed it. This Stipulation is entered into by each Party on the date entered below such Party signature. AVISTA CORPORATION STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON By: David J. Meyer Date: Date | 1 | in arriving at the terms of this Stipulation. No | Party shall be deemed to have agreed that any |
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| 7 all Parties who have executed it. 8 This Stipulation is entered into by each Party on the date entered below such Party signature. 10 AVISTA CORPORATION 11 STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON 12 By: 13 By: 14 By: 15 David J. Meyer 16 Date: 17 Date: 18 Date: 19 NORTHWEST INDUSTRIAL GAS USERS 20 By: 21 Chad M. Stokes 22 By: 23 By: 24 Chad M. Stokes 31 By each Party on the date entered below such Party on the date entered | 5 | signature is valid and binding to the same extent a | as an original signature. |
| This Stipulation is entered into by each Party on the date entered below such Part signature. AVISTA CORPORATION STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON By: David J. Meyer Date: D | 6 | 20. This Stipulation may not be modified | or amended except by written agreement among |
| 9 signature. 10 AVISTA CORPORATION STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON 12 13 14 By: David J. Meyer Date: Date: Date: Date: NORTHWEST INDUSTRIAL GAS USERS Py: Chad M. Stokes STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON By: Johanna Riemenschneider Date: 5//5//7 By: Michael Goetz | 7 | all Parties who have executed it. | |
| AVISTA CORPORATION STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON By: Solw Suince Johanna Riemenschneider Date: | 8 | This Stipulation is entered into by each | Party on the date entered below such Party's |
| COMMISSION OF OREGON By: Johnna Riemenschneider Date: | 9 | signature. | |
| By: | | AVISTA CORPORATION | |
| Date: Date: Date: Date: | 13 | | 1 2 0 |
| Date: Date: Date: Date: Date: | 15 | David J. Meyer | |
| NORTHWEST INDUSTRIAL GAS USERS OREGON By: Chad M. Stokes By: Michael Goetz | 17 18 | Date: | Date: $\frac{5/15/17}{}$ |
| 23 By: By: By: Sy: By: Michael Goetz | 20 21 | NORTHWEST INDUSTRIAL GAS USERS | |
| 25 | | Bv: | By: |
| 26 Date: | 24 | Chad M. Stokes | Michael Goetz |
| 20 Date. | 26 | Date: | Date: |

| 1 | in arriving at the terms of this Stipulation. No | Party shall be deemed to have agreed that any | |
|---------------------|--|---|--|
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| 4 | constitute an original document. The Parties fur | rther agree that any electronic copy of a Party's | |
| 5 | signature is valid and binding to the same extent as an original signature. | | |
| 6 | 20. This Stipulation may not be modified | d or amended except by written agreement among | |
| 7 | all Parties who have executed it. | | |
| 8 | This Stipulation is entered into by each | Party on the date entered below such Party's | |
| 9 | signature. | | |
| 10 11 12 | AVISTA CORPORATION | STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON | |
| 13 14 15 | By: David J. Meyer | By: Johanna Riemenschneider | |
| 7 8 | Date: | Date: | |
| 9 20 21 22 | NORTHWEST INDUSTRIAL GAS USERS | CITIZENS' UTILITY BOARD OF OREGON | |
| 23 24 | By: Chad M. Stokes | By: Michael Goetz | |
| 25 26 | Date: 5/15/17 | Date: | |
| | | | |

| 1 | in arriving at the terms of this Stipulation. No | Party shall be deemed to have agreed that any | |
|----------------------|--|---|--|
| 2 | provision of this Stipulation is appropriate for resolving the issues in any other proceeding. | | |
| 3 | 19. This Stipulation may be executed in | n counterparts and each signed counterpart shall | |
| 4 | constitute an original document. The Parties fu | rther agree that any electronic copy of a Party's | |
| 5 | signature is valid and binding to the same extent as an original signature. | | |
| 6 | 20. This Stipulation may not be modified | d or amended except by written agreement among | |
| 7 | all Parties who have executed it. | | |
| 8 | This Stipulation is entered into by each | Party on the date entered below such Party's | |
| 9 | signature. | | |
| 10 11 12 | AVISTA CORPORATION | STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON | |
| 13 14 15 16 | By: David J. Meyer | By: Johanna Riemenschneider | |
| 17 18 | Date: | Date: | |
| 19 20 21 22 | NORTHWEST INDUSTRIAL GAS USERS | CITIZENS' UTILITY BOARD OF OREGON | |
| 23 24 25 | By:Chad M. Stokes | By: Michael Goetz | |
| 25 26 | Date: | Date: May 13, 2017 | |
| | | | |



Avista Corp.

1411 East Mission P.O. Box 3727 Spokane. Washington 99220-0500 Telephone 509-489-0500 Toll Free 800-727-9170

May 16, 2017

Public Utility Commission of Oregon Attn: Filing Center PO Box 2148 Salem, OR 97308-2148

RE: UG 325 – Settlement Stipulation

Attached is an electronic copy of the Settlement Stipulation and Motion to Admit the Settlement Stipulation in Docket UG-325. As noted in the Motion, the Parties will endeavor to file Joint Testimony in support of the Settlement Stipulation, on or before June 1, 2017.

Please direct any questions regarding this filing to Patrick Ehrbar at (509) 495-8620.

Sincerely,

David J. Meyer

Vice President and Chief Counsel for Regulatory

and Governmental Affairs

Enclosure

BEFORE THE PUBLIC UTILITY COMMISSION

| 1 | OF OREGON | | |
|----|---|---|--|
| 2 | UG 325 | | |
| 3 | | Ĭ | |
| 4 | In the Matter of | MOTION TO ADMIT SETTLEMENT | |
| 5 | AVISTA CORPORATION, dba AVISTA UTILITIES | STIPULATION | |
| 6 | | | |
| 7 | Request for a General Rate Revision | | |
| 8 | | | |
| 9 | Pursuant to OAR 860-001-0350(7)(b), | Staff of the Public Utility Commission of Oregon, | |
| 10 | Citizens' Utility Board of Oregon, Northwest I | ndustrial Gas Users, and Avista Corporation ("the | |
| 11 | Parties") offer the Settlement Stipulation, filed | d on May 16, 2017. The Parties will endeavor to | |
| 12 | file Joint Testimony in support of the Settlement Stipulation, on or before June 1, 2017. | | |
| 13 | | | |
| 14 | DATED: May 16, 2017 | | |
| 15 | | | |
| 16 | AVISTA CORPORATION | | |
| 17 | | | |
| 18 | Dated: May (6, 201) | | |
| 19 | By: David Meyer | | |
| 20 | Signed: | | |
| 21 | | | |
| 22 | | | |
| 23 | | | |
| 24 | | | |
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| 26 | | | |