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Erin E. Apperson
Assistant General Counsel

September 11, 2019

Via Email

Public Utility Commission of Oregon
Filing Center
201 High Street SE, Suite 100
P.O. Box 1088
Salem, OR 97308-1088

Re: UM 1811 – In the matter of Portland General Electric Company’s Application for
Transportation Electrification Programs

Attention Filing Center:

Enclosed please find a Joint Motion to Adopt Amended Stipulation and Amended Stipulation
for filing in the above-captioned docket. A redline of the Amended Stipulation is also
included in this filing for reference.

The enclosed documents are being filed by electronic mail with the Filing Center.

Thank you in advance for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erin Apperson", with a long horizontal flourish extending to the right.

Erin E. Apperson
Assistant General Counsel

EEA:dm

Enclosures

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON
UM 1811**

In the Matter of

PORTLAND GENERAL ELECTRIC
COMPANY,

Application for Transportation Electrification
Programs.

**JOINT MOTION TO ADOPT
AMENDED STIPULATION**

Pursuant to OAR 860-001-0420, Portland General Electric Company (“PGE”) and the Public Utility Commission of Oregon (“OPUC” or “Commission”) Staff move on behalf of the Stipulating Parties¹ in this docket for the Commission to adopt the Amended Stipulation in the above-captioned case.

The Amended Stipulation includes the following changes: (1) modifications so that participants are no longer required to sign up for a Time of Use rate but have the option to do so at the time of enrollment in the residential pilot; (2) revisions to PGE’s business pilot program proposal so that capital costs are not part of the program; (3) changes to reflect how costs and revenues would be tracked and treated; and (4) revisions to convert the pilot costs from net present value (“NPV”) to nominal cost.

I. BACKGROUND

On December 27, 2016, pursuant to provisions of Senate Bill (“SB”) 1547, PGE filed an application proposing four programs to accelerate transportation electrification. Along with

¹ The Stipulating Parties include PGE, Staff, Industrial Customers of Northwest Utilities (“ICNU”) which is now known as Alliance of Western Energy Consumers (“AWEC”); Oregon Citizens' Utility Board (“CUB”); Drive Oregon (now Forth); TriMet; Greenlots; and Tesla, Inc. While the Oregon Department of Energy (“ODOE”) was a party to the June 27, 2017 stipulation, it has not signed the Amended Stipulation due to constraints on ODOE staff. However, ODOE has indicated that it is not opposed to the Amended Stipulation.

Commission Staff, the following intervenors participated in this docket: Industrial Customers of Northwest Utilities (“ICNU”) which is now known as Alliance of Western Energy Consumers (“AWEC”); Oregon Citizens' Utility Board (“CUB”); ChargePoint, Inc.; Drive Oregon (now Forth); Oregon Department of Energy (“ODOE”); TriMet; Greenlots; PacifiCorp, dba Pacific Power; Tesla, Inc.; Siemens; and Electric Vehicle Charging Association (EVCA) (the “Intervenor List”). Following testimony from various intervenors, the parties met and held settlement discussions. As a result of those discussions, all parties, with the exception of ChargePoint, reached an agreement resolving all issues in this docket. The stipulating parties submitted a stipulation and supporting joint testimony on June 27, 2017. After a hearing requested by ChargePoint, on February 16, 2018, the Commission issued Order 18-054 in which it adopted in part and modified in part the stipulation (“Original Stipulation”) that included an agreement to propose two future pilot programs: a residential home charging program and a workplace and/or fleet charging programs within one year of the Commission approval of the stipulation (i.e. February 15, 2019). Signatories to the Original Stipulation included all of the parties on the Intervenor List except for ChargePoint, Pacific Power, Siemens, and EVCA who intervened late in the docket.

II. AMENDING THE UM 1811 STIPULATION

In preparation for filing its proposed pilot programs, pursuant to paragraphs 30 and 31 of the Original Stipulation, PGE held two workshops where PGE presented to stakeholders on preliminary pilot designs. Based on their feedback, on February 15, 2019, PGE proposed a Residential Electric Vehicle (“EV”) Charging pilot and a Business Charging pilot. In response to data requests submitted by Staff, PGE held another workshop to briefly present on each proposed pilot, engage in stakeholder discussions, and answer questions. Based on Staff and Intervenor’s comments that the residential and business charging pilots did not comply with the terms of the

Original Stipulation because they did not require customers to go on a time-of-use schedule and exceeded the stipulated cost cap, respectively, PGE, Staff, and Intervenors agreed to attempt to amend the Original Stipulation with modified terms. Once all the Stipulating Parties reviewed and agreed on the modified terms, PGE would submit the amended stipulation to the Commission for review and approval.

PGE proposed modifications to the language in both paragraphs 30 and 31 of the Original Stipulation. Considering Staff's and Intervenor comments, PGE proposed to change the language for the Residential EV Charging pilot described now in paragraph 31, so that participants would not be required to sign up for a Time of Use rate but have the option to do so at the time of enrollment. Staff continued to take the position that enrolling participants on a time-of-use schedule is an important component of a residential charging program, but compromised so that time-of-use enrollment is not mandatory, but must be presented to participants at the same time that they apply for the rebate. Also, in response to Staff's and Intervenor comments that PGE's Business Charging pilot exceeded the total cost cap of \$1 million that the Stipulating Parties had agreed to in the Original Stipulation, PGE revised its proposal (now in paragraph 32) so that the total cost of the pilot would be \$1 million, and PGE also decided to change the nature of the program so that it did not involve any capital costs.

After lengthy discussions, PGE also made changes to reflect a new agreement between the Stipulating Parties about how costs and revenues would be tracked and treated, which creates the appearance that the cost caps have increased. The new methodology allows PGE to begin recovering costs (pending Commission approval of a deferral and approval to amortize such deferral) before all of the revenues have come in, i.e., before the 10-year pilot concludes. The Stipulating Parties have further clarified that the calculation toward the total cost caps is based on


all costs incurred to-date prior to any netting of revenues; PGE is to defer revenues for future ratemaking and refund to customers. Finally, PGE proposed to convert the cost caps in the Stipulation from NPV to nominal cost, because nominal identifies the specific amounts and timing of costs to be incurred and recovered through future ratemaking. Some additional changes were made to bring the language into internal conformity with this approach.


In order to respond to Staff's questions about how PGE converted the cost caps from NPV to nominal costs and the meaning of newly introduced indirect costs, PGE held a phone conference to clarify direct versus indirect costs and describe PGE's conversion of NPV to nominal costs. Afterwards, Staff sent a revised draft of amendments to the Stipulating Parties and requested PGE's work papers for converting NPV to nominal costs for Staff review. Staff discussed the work papers with PGE and accepted the cost conversion values now included in the Amended Stipulation. Further discussions led to agreement and specificity added to the Amended Stipulation about recoverability of costs.

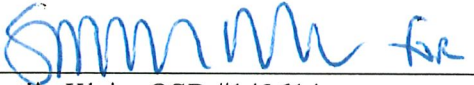
The final version of the Amended Stipulation was circulated to the Stipulating Parties on August 27, 2019. All of the Stipulating Parties have agreed to its terms, as demonstrated by their signatures on the signature pages, attached. PGE circulated the draft motion to Stipulating Parties on August 29, 2019. ODOE has not signed the Amended Stipulation due to constraints on ODOE staff but has indicated that it is not opposed to the Amended Stipulation.

III. REQUESTED ACTION

PGE and Staff respectfully request that the Commission grant this motion and adopt the Amended Stipulation. PGE looks forward to proceeding with its transportation electrification pilot programs.

s/  9/11/19
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**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1811

In the Matter of

PORTLAND GENERAL ELECTRIC
COMPANY

Application for Transportation Electrification
Programs

AMENDED STIPULATION

This stipulation ("Stipulation") is between Portland General Electric Company ("PGE"), Staff of the Public Utility Commission of Oregon ("Staff"), the Citizens Utility Board of Oregon ("CUB"), the Alliance of Western Energy Consumers ("AWEC"), the Oregon Department of Energy ("ODOE"), Tesla, Inc. ("Tesla"), the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), Forth, and Greenlots (collectively, "Stipulating Parties"). ChargePoint also participated in settlement discussions and has elected not to participate in this Stipulation.

PGE filed an Application for Transportation Electrification ("TE") Programs on December 27, 2016 and supplemented the Application and provided supporting testimony on March 15, 2017. In the following three months, Staff, CUB, ICNU, and ChargePoint sent 86 data requests regarding PGE's filing. On April 24, CUB, ICNU, Staff, Forth, ChargePoint, and Greenlots filed written reply testimony. Parties to this docket participated in a Settlement Conference on May 12, during which stakeholders discussed concerns and opportunities. During that discussion, PGE accepted a number of Stipulating Parties' proposals and offered modifications regarding other proposals. The Stipulating Parties also accepted a number of PGE's suggestions, which represented compromises that Stipulating Parties deemed reasonable for settlement purposes. Details of the settled issues are described in detail below.

TERMS OF STIPULATION

1. This Stipulation settles all issues in this docket. In its application, PGE proposed four TE programs; however, PGE has agreed to withdraw the "Residential Smart Charging" proposal, therefore, this Stipulation contains terms for PGE's three remaining TE programs: TriMet Mass Transit; Education and Outreach; and Electric Avenue Network; as well as two future programs to be proposed by PGE.

Terms Applicable to All Three of PGE's Programs¹

2. For the Stipulating Parties to support approval of PGE's three Transportation Electrification programs as modified in this Stipulation, PGE agrees that the proposals are pilot programs only, meaning that the Stipulating Parties have not agreed that the TE proposals meet the six statutory criteria outlined in SB 1547, but rather, these TE programs may provide value as pilot programs. As pilots, the programs must be time-limited, cost-limited, and be designed to produce specific learnings.
3. PGE is to hold workshops with Staff and intervenors to develop cost effectiveness and attribution methodologies for TE programs. PGE is encouraged to work with Pacific Power to coordinate or co-develop these models.
4. PGE will schedule meetings, with the Stipulating Parties to this docket, to identify the specific and detailed learnings for each of the three TE pilots included in this Stipulation. Once the Stipulating Parties agree on the specific learnings to be gained from these pilots, PGE will file a written list of said learnings in this docket and will track and report on such learnings. A draft of the type of learnings expected from these pilots is included in Appendix 1, but is subject to revision by the Stipulating Parties.
5. When PGE proposes cost recovery for the TE programs in this Stipulation, all costs

¹ The three programs include: TriMet Mass Transit; Education and Outreach; and Electric Avenue Network.

will be subject to a prudence review.

6. The Stipulating Parties agree that this Stipulation does not address the treatment of costs for any future programs, including the proposed residential charging pilot described in paragraph 31 and the proposed workplace charging pilot described in paragraph 32.
7. The Stipulating Parties agree that all revenues and O&M costs associated with these three pilots and the required pilot evaluation shall be deferred in a deferred account. PGE proposes to track all revenues and costs in a balancing account, and potentially net these values as they are received or incurred. PGE agrees that the calculation toward the total cost caps is based on all costs incurred to-date *prior to* any netting of revenues. Further, PGE agrees that the cost caps represent the maximum customer responsibility, meaning that if zero revenues are received, the most that can be recovered from customers for the three pilots and evaluation is \$6.872M (see Table 1). However, if any revenues are received—which is strongly anticipated—customers will be responsible for the amount of: \$6.872M minus total revenues received. The remaining balance in the balancing account (supported by a deferred account) may be refunded to or collected from customers subject to the terms of this Stipulation.
8. Amounts in this Stipulation are nominal costs. O&M costs include direct expenses such as regular charging site maintenance, emergency charger maintenance, land lease expenses, customer outreach expenses, and sales transaction costs that result from card payment and network fees, but do not include capital carrying costs or interest. Overnight capital costs are the total capital investment as if the asset was delivered on a single day.²
9. A summary of maximum allowable costs is included below. Maximum allowable costs represent total cost caps, meaning the most that may be recoverable from customers for the three pilots and pilot evaluation costs. Any excess costs shall be

² This definition of “overnight capital costs” applies everywhere that the term is used in this Stipulation.

borne by PGE and not by its customers.

Table 1: Maximum Allowable Costs by Program (\$000's)

	Maximum Allowable Costs		
	O&M	Overnight Capital Cost	Total
Outreach and Technical Assistance	480	-	480
TriMet Pilot	-	625	625
Electric Avenue Network*	2,787	2,400	5,187
Residential Home Charger Pilot	-	-	-
Pilot Evaluation	580	-	580
Total	3,847	3,025	6,872

* If federal tax credits are available, allowable decrease based on federal tax credits received.

10. Maximum allowable costs are composed of direct O&M costs and overnight capital costs from the pilot. Indirect costs such as interest on expenses and capital carrying costs (e.g. interest during the construction period, property taxes, income taxes, salvage, return requirements) related to the overnight capital costs, franchise fees, OPUC fees, and uncollectibles are not included in the maximum allowable costs.³

TriMet Pilot

11. Maximum allowable cost for the TriMet pilot, if determined to be prudent, is \$625,000.
12. Pilot is time limited: 10-year asset life for charging stations. Contract with TriMet is 10 years.
13. PGE to report annually on program progress, program costs and costs recovered, estimates of costs to be recovered, specific learnings, and any recommended changes to methodology.

³ The Stipulating Parties acknowledge that de minimis “indirect” costs like those described in paragraph 10 have not been included in the maximum allowable cost caps in Table 1 due to the difficulty in calculating them at this point in time. Such indirect costs may be recoverable in a future ratemaking proceeding, but are subject to review for reasonableness and final Commissioner determination. Further, the Stipulating Parties agree that PGE is not prohibited from spending in excess of the total cost caps, but all Stipulating Parties agree that all excess spending above the total cost caps for the three pilots and pilot evaluation cannot be recovered from PGE’s customers.

14. PGE agrees to register as a credit generator under the Clean Fuels Program and to credit any value it receives from Clean Fuels Program credits associated with the TriMet charging stations to all customers and ratepayer classes to offset the cost of these pilots.
15. PGE agrees that the TriMet pilot program is not a model to allow utility ownership of transit charging infrastructure beyond this pilot's terms and scope.
16. PGE will file a copy of the executed PGE-TriMet agreement, after it is executed, in the UM 1811 docket.
17. In the vendor contracts for the TriMet program charging station equipment, PGE agrees to use best efforts to place the costs of equipment risk or failure on the vendor/manufacturer; if equipment costs or failure risks exceed the spending cap agreed to in this Stipulation, PGE agrees that PGE customers will not be responsible for the cost overruns.
18. PGE will not undertake any future action that commits ratepayer funding for mass transit electrification projects without first participating in a discussion with the Commission. Any future proposals to use ratepayer money for mass transit electrification will be discussed with Staff and Stipulating Parties in advance of any commitments and will be filed with the Commission for review.
19. Approving this TriMet pilot program is not intended to suggest that future investment by PGE in mass transit electrification is appropriate.
20. PGE will identify in writing the specific learnings to be gained from this pilot and provide annual reporting on the pilot-as described in paragraph 4 above.

Education and Outreach

21. Maximum allowable cost for Education and Outreach is \$480,000 over an initial three-year pilot period. These are O&M costs. Additional spending will be subject to application of the forthcoming cost effectiveness analysis and attribution methodology.

22. \$1M has been removed from the Education and Outreach proposal to be allocated for a future workplace and/or fleet charging program noted at paragraph 32.
23. The 1.0 FTE dedicated to Education and Outreach will be pulled from PGE's TE proposal and Stipulating Parties agree to support the addition of 1.0 FTE (at no more than \$183,000) for TE technical assistance in PGE's pending general rate case, UE 319.
24. \$480,000 will be allocated over 3 years to the remaining education and outreach initiatives, as displayed in Table 2.

Table 2: Outreach & Education Budget*, Nominal (\$000's)

	Maximum Allowable Costs
Technical Assistance	90
Builders & Facilities Outreach	150
Ride & Drives	90
Regional Market Transformation	150
Total	480

* Amounts may vary between the four categories, but the total of \$480 will be the same.

Electric Avenue Charging Stations

25. PGE is limited to investing in a maximum of six additional Electric Avenue Charging sites under this settlement.
26. Maximum allowable costs for additional Electric Avenue charging stations will be capped at \$2.8M, assuming no tax credits are available for this equipment. If tax credits are available for additional Electric Avenue deployments, costs will be capped at \$2.8M less the value of tax credits PGE received. Overnight capital costs for additional Electric Avenue charging stations will be capped at \$2.4M.
27. PGE will collect and report information and data on a yearly basis that includes, but is not limited to, load profiles, utilization, charging frequency, charging duration, voltage and power quality, kWh delivery, insights into price sensitivity

of customers charging at the Electric Avenue chargers, revenue generated, types of vehicles customers drive, and any additional insights.

28. Time limited: this Pilot is limited to the 10-year asset life for charging stations.
29. PGE agrees to register as a credit generator under the Clean Fuels Program and credit any value it receives from Clean Fuels Program credits associated with the Electric Avenue charging stations to all customers and all ratepayer classes to offset the cost of these pilots.
30. As part of the reporting requirements, PGE is to review its tariff charges for public charging at least annually to determine if charges or other terms need to be changed; Stipulating Parties may participate in this review.

Agreement to Future Pilot Proposals

31. PGE agrees to propose a residential charging pilot, which includes rebates for customer installation of a connected level 2 home charger within one year of Commission approval of this plan.⁴ In exchange for accepting a rebate from PGE, the customer will be automatically enrolled in an EV-charging demand response pilot program. Customers participating in the residential charging pilot may also choose to go onto a time-of-use rate schedule and will be given the opportunity to do so at the time of application for the rebate. The EV charging rebate application process will connect to the time-of-use enrollment process with applicable information when selected by the customer.
32. PGE agrees to propose a workplace charging and/or fleet charging program within one-year of the date of the Stipulation, conditioned on Commission approval of the Stipulation. The approximate total cost of the proposal to be charged to customers will be \$1M (only nominal O&M costs will be charged to customers in this proposal). The program shall be open to both cost-of-service and direct access

⁴ This future program will be proposed in lieu of the "Residential Smart Charging" program that PGE has agreed to withdraw at this time.

customers. The proposed \$1M results from a removal of \$1M from the PGE's proposed Education and Outreach budget in its application. PGE will also separately consider developing programs to increase access to electricity as a transportation fuel at multifamily dwellings.

33. Pilot Evaluation: Costs for program evaluation are capped at \$580,000.
34. The Stipulating Parties recommend and request that the Commission approve this Stipulation as an appropriate and reasonable resolution of the issues in this docket.
35. The Stipulating Parties agree that this Stipulation represents a compromise in the positions of the Stipulating Parties. Without the written consent of all Stipulating 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, and conduct or statements made at settlement conferences, are confidential and not admissible in the instant or any subsequent proceeding, unless independently discoverable or offered for other purposes allowed under ORS 40.190.
36. The Stipulating Parties have negotiated this Stipulation as an integrated document. If the Commission rejects all or any material part of this Stipulation, or adds any material condition to any final order that is not consistent with this Stipulation, each Stipulating Party reserves its right: (i) to withdraw from the Stipulation, upon written notice to the Commission and the other Stipulating Parties within five (5) business days of service of the final order that rejects this Stipulation, in whole or material part, or adds such material condition; (ii) pursuant to OAR 860-001-0350(9), to present evidence and argument on the record in support of the Stipulation, including the right to cross-examine witnesses, introduce evidence as deemed appropriate to respond fully to issues presented, and raise issues that are incorporated in the settlements embodied in this Stipulation; and (iii) pursuant to ORS 756.561 and OAR 860-001-0720, to seek rehearing or reconsideration, or pursuant to ORS 756.610 to appeal the Commission order. Nothing in this

paragraph provides any Stipulating Party the right to withdraw from this Stipulation as a result of the Commission's resolution of issues that this Stipulation does not resolve.

37. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR 860-001-0350(7). The Stipulating Parties agree to support this Stipulation throughout this proceeding and in any appeal, provide witnesses to support this Stipulation (if specifically required by the Commission), and recommend that the Commission issue an order adopting the settlements contained herein. By entering into this Stipulation, no Stipulating Party shall be deemed to have approved, admitted or consented to the facts, principles, methods or theories employed by any other Stipulating Party in arriving at the terms of this Stipulation. Except as provided in this Stipulation, no Stipulating Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.
38. This Stipulation may be signed in any number of counterparts, each of which will be an original for all purposes, but all of which taken together will constitute one and the same agreement.

ORIGINALLY DATED the 27th day of June, 2017; AMENDED this 11th day of September, 2019.



PORTLAND GENERAL ELECTRIC
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STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

CITIZENS' UTILITY
BOARD OF OREGON

ALLIANCE OF WESTERN ENERGY
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OREGON DEPARTMENT
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TESLA, INC.

TRI-COUNTY METROPOLITAN
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GREENLOTS

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Kaylee Hewi 8/21/19
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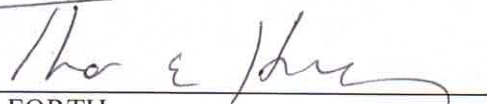
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UM 1811**

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Application for Transportation Electrification
Programs

AMENDED STIPULATION

This stipulation ("Stipulation") is between Portland General Electric Company ("PGE"), Staff of the Public Utility Commission of Oregon ("Staff"), the Citizens Utility Board of Oregon ("CUB"), the ~~Industrial Customers of Northwest Utilities~~ [Alliance of Western Energy Consumers](#) ("~~ICNU~~[AWEC](#)"), the Oregon Department of Energy ("ODOE"), Tesla, Inc. ("Tesla"), the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), Forth, and Greenlots (collectively, "Stipulating Parties"). ChargePoint also participated in settlement discussions and has elected not to participate in this Stipulation.

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TERMS OF STIPULATION

1. This Stipulation settles all issues in this docket. In its application, PGE proposed four TE programs; however, PGE has agreed to withdraw the "Residential Smart Charging" proposal, therefore, this Stipulation contains terms for PGE's three remaining TE programs: TriMet Mass Transit; Education and Outreach; and Electric Avenue Network; as well as two future programs to be proposed by PGE.

Terms Applicable to All Three of PGE's Programs¹

2. For the Stipulating Parties to support approval of PGE's three Transportation Electrification programs as modified in this Stipulation, PGE agrees that the proposals are pilot programs only, meaning that the Stipulating Parties have not agreed that the TE proposals meet the six statutory criteria outlined in SB 1547, but rather, these TE programs may provide value as pilot programs. As pilots, the programs must be time-limited, cost-limited, and be designed to produce specific learnings.
3. PGE is to hold workshops with Staff and intervenors to develop cost effectiveness and attribution methodologies for TE programs. PGE is encouraged to work with Pacific Power to coordinate or co-develop these models.
4. PGE will schedule meetings, with the Stipulating Parties to this docket, to identify the specific and detailed learnings for each of

¹ The three programs include: TriMet Mass Transit; Education and Outreach; and Electric Avenue Network.

the three TE pilots included in this Stipulation. Once the Stipulating Parties agree on the specific learnings to be gained from these pilots, PGE will file a written list of said learnings in this docket, and will track and report on such learnings. A draft of the type of learnings expected from these pilots is included in Appendix 1, but is subject to revision by the Stipulating Parties.

5. When PGE proposes cost recovery for the TE programs in this Stipulation, all costs will be subject to a prudence review.

6. ~~The Stipulating Parties agree to work toward establishing a method for cost recovery, subject to the cost caps specified herein, for invested capital that includes options other than a deferral. Further, the Stipulating Parties will determine how the cost cap is calculated, i.e., how revenues will be applied against costs over the life of the project, as well as requirements for tracking and reporting of costs and revenues that this Stipulation does not address the treatment of costs for any future programs, including the proposed residential charging pilot described in paragraph 301 and the proposed workplace charging pilot described in paragraph 312.~~

6.7. ~~The Stipulating Parties agree that all revenues and O&M costs associated with these three pilots and the required pilot evaluation shall be deferred in a deferred account. PGE proposes to track all revenues and costs in a balancing account, and potentially net these values as they are received or incurred. PGE agrees that the~~

calculation toward the total cost caps is based on all costs incurred to-date prior to any netting of revenues. Further, PGE agrees that the cost caps represent the maximum customer responsibility, meaning that if zero revenues are received, the most that can be recovered from customers for the three pilots and evaluation is \$6.872M (see Table 1). However, if any revenues are received—which is strongly anticipated—customers will be responsible for the amount of: \$6.872M minus total revenues received. The remaining balance in the balancing account (supported by a deferred account) may be refunded to or collected from customers subject to the terms of this Stipulation.

~~7.—Amounts in this Stipulation are net present values (NPV) in 2017—dollars of 10—years of nominal costs—net costs (capital carrying costs, maintenance, and power costs less tax credits, user fees, and revenue from low-carbon fuel standard credits from chargers deployed as part of the TriMet and Electric Avenue pilots). O&M costs include direct expenses such as regular charging site maintenance, emergency charger maintenance, land lease expenses, customer outreach expenses, and sales transaction costs that result from card payment and network fees, but do not include capital carrying costs or interest. Overnight capital costs are the total capital investment as if the asset was delivered on a single day.²~~

² This definition of “overnight capital costs” applies everywhere that the term is used in this Stipulation.

8.

8-9. A summary of allowable costs ~~are~~ is included below. Maximum allowable costs represent total cost caps, meaning the most that may be recoverable from customers for the three pilots and pilot evaluation costs. Any excess costs shall be borne by PGE and not by its customers.

Table 1: Maximum Allowable Costs by Program (\$000's)

	Maximum Allowable Costs		
	<u>O&M</u>	<u>Overnight Capital Cost</u>	<u>Total</u>
Outreach and Technical Assistance	<u>480</u>	=	<u>\$ 480</u>
TriMet Pilot	=	<u>625</u>	<u>\$ 625</u>
Electric Avenue Network*	<u>2,787</u>	<u>2,400</u>	<u>\$2,600,518</u> <u>7</u>
Residential Home Charger Pilot	=	=	-
Pilot Evaluation	<u>580</u>	=	<u>\$ 580</u>
Total	<u>3,847</u>	<u>3,025</u>	<u>\$4,300,682</u>

* If federal tax credits are available, allowable decrease based on federal tax credits received.

~~9.10.~~ Costs for each pilot represent a total cap on customer exposure to Maximum allowable costs are composed of direct O&M costs and overnight capital costs from the pilot. Indirect costs such as interest on expenses and capital carrying costs (e.g. interest during the construction period, property taxes, income taxes, salvage, return requirements) related to the overnight capital costs, franchise fees, OPUC fees, and uncollectibles are not included in the maximum allowable costs.³

TriMet Pilot

~~10.11.~~ Maximum allowable cost for the TriMet pilot, if determined to be prudent, is \$~~800~~625,000 ~~(NPV in 2017 dollars of 10 years of nominal net costs).~~

~~11.12.~~ Pilot is time limited: 10-year asset life for charging stations. Contract with TriMet is 10 years.

~~12.13.~~ PGE to report annually on program progress, program costs and costs recovered, estimates of costs to be recovered, specific learnings, and any recommended changes to methodology.

~~13.14.~~ PGE agrees to register as a credit generator under the Clean Fuels Program and to credit any value it receives from Clean Fuels Program credits associated with the TriMet charging

³ The Stipulating Parties acknowledge that de minimis “indirect” costs like those described in paragraph 10 have not been included in the maximum allowable cost caps in Table 1 due to the difficulty in calculating them at this point in time. Such indirect costs may be recoverable in a future ratemaking proceedings, but are subject to review for reasonableness and final Commissioner determination. Further, the Stipulating Parties agree that PGE is not prohibited from spending in excess of the total cost caps, but all Stipulating Parties agree that all excess spending above the total cost caps for the three pilots and pilot evaluation cannot be recovered from PGE’s customers.

stations to all customers and ratepayer classes to offset the cost of these pilots.

~~14.15.~~ PGE agrees that the TriMet pilot program is not a model to allow utility ownership of transit charging infrastructure beyond this pilot's terms and scope.

~~15.16.~~ PGE will file a copy of the executed PGE-TriMet agreement, after it is executed, in the UM 1811 docket.

~~16.17.~~ In the vendor contracts for the TriMet program charging station equipment, PGE agrees to use best efforts to place the costs of equipment risk or failure on the vendor/manufacturer; if equipment costs or failure risks exceed the spending cap agreed to in this Stipulation, PGE agrees that PGE customers will not be responsible for the cost overruns.

~~17.18.~~ PGE will not undertake any future action that commits ratepayer funding for mass transit electrification projects without first participating in a discussion with the Commission. Any future proposals to use ratepayer money for mass transit electrification will be discussed with Staff and Stipulating Parties in advance of any commitments, and will be filed with the Commission for review.

~~18.19.~~ Approving this TriMet pilot program is not intended to suggest that future investment by PGE in mass transit electrification is appropriate.

~~19.20.~~ PGE will identify in writing the specific learnings to be

gained from this pilot and provide annual reporting on the pilot as described in paragraph 4 above.

Education and Outreach

~~20-21.~~ Maximum allowable cost for Education and Outreach is \$~~4800~~,000 over an initial three-year pilot period. These are O&M costs. Additional spending will be subject to application of the forthcoming cost effectiveness analysis and attribution methodology.

~~21-22.~~ \$1M has been removed from the Education and Outreach proposal to be allocated for a future workplace and/or fleet charging program noted at paragraph ~~3+2~~.

~~22-23.~~ The 1.0 FTE dedicated to Education and Outreach will be pulled from PGE's TE proposal and Stipulating Parties agree to support the addition of 1.0 FTE (at no more than \$183,000) for TE technical assistance in PGE's pending general rate case, UE 319.

~~23-24.~~ \$~~4800~~,000 will be allocated over 3 years to the remaining education and outreach initiatives, as displayed in Table 2.

Table 2: Outreach & Education Budget*, 10-year NPV-Nominal (\$,000's)

	Maximum Allowable Costs
Technical Assistance	90 75
Builders & Facilities Outreach	150 125
Ride & Drives	\$ 7590
Regional Market Transformation	\$ 1251 50
Total	\$ 4004 80

* Amounts may vary between the four categories, but the total of \$480 will be the same.

Electric Avenue Charging Stations

~~24-25.~~ PGE is limited to investing in a maximum of six additional Electric Avenue Charging sites under this settlement.

~~25-26.~~ Maximum allowable costs for additional Electric Avenue charging stations will be capped at \$~~2.68~~M, assuming no tax credits are available for this equipment. If tax credits are available for additional Electric Avenue deployments, costs will be capped at \$~~2.86~~M less the value of tax credits PGE received.

Overnight capital costs for additional Electric Avenue charging stations will be capped at \$2.4M.

~~26-27.~~ PGE will collect and report information and data on a yearly basis that includes, but is not limited to, load profiles, utilization, charging frequency, charging duration, voltage and power quality, kWh delivery, insights into price sensitivity of customers charging at

the Electric Avenue chargers, revenue generated, types of vehicles customers drive, and any additional insights.

~~27-28.~~ Time limited: this Pilot is limited to the 10-year asset life for charging stations.

~~28-29.~~ PGE agrees to register as a credit generator under the Clean Fuels Program and credit any value it receives from Clean Fuels Program credits associated with the Electric Avenue charging stations to all customers and all ratepayer classes to offset the cost of these pilots.

~~29-30.~~ As part of the reporting requirements ~~in paragraph 6~~, PGE is to review its tariff charges for public charging at least annually to determine if charges or other terms need to be changed; Stipulating Parties may participate in this review.

Agreement to Future Pilot Proposals

~~30-31.~~ PGE agrees to propose a residential ~~home~~-charging pilot, which includes rebates for customers ~~installation of~~ a connected level 2 home charger ~~and going on a time-of-use rate schedule~~, within one year of Commission approval of this plan.⁴ In exchange for accepting a rebate from PGE, the customer will be automatically enrolled in an EV-charging demand response pilot program. Customers participating in the residential charging pilot may also choose to go onto a time-of-use rate schedule and will be given the opportunity to do so at the time of application for the

⁴ This future program will be proposed in lieu of the "Residential Smart Charging" program that PGE has agreed to withdraw at this time.

[rebate. The EV charging rebate application process will connect to the time-of-use enrollment process with applicable information when selected by the customer.](#)

~~31.~~32. PGE agrees to propose a workplace charging and/or fleet charging program within one-year of the date of the Stipulation, conditioned on Commission approval of the Stipulation. The approximate total cost of the proposal [to be charged to customers](#) will be \$1M ([only nominal O&M costs will be charged to customers in this proposal](#)). The program shall be open to both cost-of-service and direct access customers. The proposed \$1M results from a removal of \$1M from the PGE's proposed Education and Outreach budget in its application. PGE will also separately consider developing programs to increase access to electricity as a transportation fuel at multifamily dwellings.

~~32.~~33. Pilot Evaluation: Costs for program evaluation are capped at \$~~5800~~5800,000.

~~33.~~34. The Stipulating Parties recommend and request that the Commission approve this Stipulation as an appropriate and reasonable resolution of the issues in this docket.

~~34.~~35. The Stipulating Parties agree that this Stipulation represents a compromise in the positions of the Stipulating Parties. Without the written consent of all Stipulating 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, and conduct or statements

made at settlement conferences, are confidential and not admissible in the instant or any subsequent proceeding, unless independently discoverable or offered for other purposes allowed under ORS 40.190.

~~35.36.~~ The Stipulating Parties have negotiated this Stipulation as an integrated document. If the Commission rejects all or any material part of this Stipulation, or adds any material condition to any final order that is not consistent with this Stipulation, each Stipulating Party reserves its right: (i) to withdraw from the Stipulation, upon written notice to the Commission and the other Stipulating Parties within five (5) business days of service of the final order that rejects this Stipulation, in whole or material part, or adds such material condition; (ii) pursuant to OAR 860-001-0350(9), to present evidence and argument on the record in support of the Stipulation, including the right to cross-examine witnesses, introduce evidence as deemed appropriate to respond fully to issues presented, and raise issues that are incorporated in the settlements embodied in this Stipulation; and (iii) pursuant to ORS 756.561 and OAR 860-001-0720, to seek rehearing or reconsideration, or pursuant to ORS 756.610 to appeal the Commission order. Nothing in this paragraph provides any Stipulating Party the right to withdraw from this Stipulation as a result of the Commission's resolution of issues that this Stipulation does not resolve.

~~36-37.~~ 37. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR 860-001-0350(7). The Stipulating Parties agree to support this Stipulation throughout this proceeding and in any appeal, provide witnesses to support this Stipulation (if specifically required by the Commission), and recommend that the Commission issue an order adopting the settlements contained herein. By entering into this Stipulation, no Stipulating Party shall be deemed to have approved, admitted or consented to the facts, principles, methods or theories employed by any other Stipulating Party in arriving at the terms of this Stipulation. Except as provided in this Stipulation, no Stipulating Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

~~37-38.~~ 38. This Stipulation may be signed in any number of counterparts, each of which will be an original for all purposes, but all of which taken together will constitute one and the same agreement.

ORIGINALLY DATED this _____ the 27th -day of June, 2017;
~~AMENDED/REVISED~~ this _____ day of _____ 2019.

PORTLAND GENERAL ELECTRIC
COMPANY

STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

CITIZENS' UTILITY BOARD OF
OREGON

INDUSTRIAL CUSTOMERS OF
NORTHWEST UTILITIES

OREGON DEPARTMENT
OF ENERGY

TESLA, INC.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON

FORTH

GREENLOT