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BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON
WJ 34

In the Matter of Aspen Lakes Utility)
Company, LLC, Jurisdictional) STIPULATION
Investigation)
)

This Stipulation is between Aspen Lakes Utility Company, LLC (Aspen Lakes or Company), Staff of the Public Utility Commission of Oregon (Staff) and the Aspen Lakes Estates Owners, Inc. (HOA) (collectively, Stipulating Parties).

On January 22, 2018, the HOA for the development served by Aspen Lakes, filed a petition for rate regulation with the Commission, requesting that the Commission assert rate regulation over the Company because the required number of petitions had been timely filed and because the Company was charging above the threshold established by the Commission. The HOA also questioned whether the rates charged by the Company are fair, just and reasonable, non-discriminatory and based on principles of cost-causation. On January 26, 2018, the HOA filed an amended petition that included redacted exhibits.

On February 15, 2018, Aspen Lakes filed a response to the HOA's Petition, in which it denied that the Company's rates were discriminatory and non-transparent, and recommended that the Commission reject the HOA's petition because it was untimely, the rate threshold was not met, and the petitions were unverified.

1 A procedural schedule was subsequently set in this case. On July 20, 2018,
2 the HOA filed Opening Testimony. On August 23, 2018, Staff and the Company
3 filed Reply Testimony. A settlement conference was held on October 5, 2018, that
4 led to the settlement included in this Stipulation. The Stipulating Parties
5 participated in this settlement conference, and as a result of those discussions, a
6 settlement was reached on all issues.

7 1.

8 Staff and HOA assert that the \$45 annual average monthly rate found in
9 OAR 860-036-1910(2) is applicable in this case. Aspen Lakes Company will not
10 contest this assertion.

11 2.

12 Staff and HOA assert that the Company's annual average monthly rate
13 exceeds the \$45 threshold for purposes of OAR 860-036-1910(2). Aspen Lakes
14 Company will not contest this assertion.

15 3.

16 Staff and HOA assert that at least 20 percent of the customers filed valid
17 petitions in this case for purposes of ORS 757.061. Aspen Lakes Company will
18 not contest this assertion.

19 4.

20 The Stipulating Parties agree that the Commission has the authority to
21 assert rate regulation over Aspen Lakes, and recommend that the Commission do
22 so in this case. The Stipulating Parties further agree that rate regulation is in the
23 best interest of the Company, the customers, and the public.

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5.

Aspen Lakes agrees to file all necessary affiliated interest agreement applications under OAR 860-036-2210 with the Commission within 45 days of the date of a Commission order asserting rate regulation over the Company.

6.

Aspen Lakes agrees to file a request for a general rate revision under OAR 860-036-2020 within six months of the date of this Stipulation or within 30 days of a Commission order asserting rate regulation, whichever is later.

7.

The Stipulating Parties have negotiated this Stipulation in good faith and recommend that the Commission adopt the Stipulation in its entirety.

8.

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 and 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. The Stipulating Parties agree that the Stipulation represents a compromise in the positions of the Stipulating Parties. By entering into this Stipulation, no Stipulating Party shall be deemed to have approved, accepted, or consented to the facts, principles, methods, or theories employed by any other Stipulating Party in arriving at this Stipulation.

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9.

The Stipulating Parties agree that this Stipulation represents a compromise in the positions of the Stipulating Parties. The Stipulating Parties agree that 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.

10.

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 Parties within five 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's final order. Nothing in this

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

4 11.

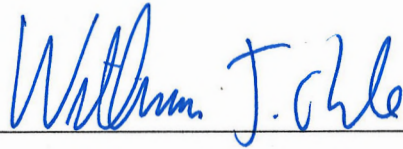
5 This Stipulation may be executed in any number of counterparts, each of
6 which will be an original for all purposes, but all of which taken together will
7 constitute one and the same agreement.

DATED this 10th day of December, 2018.



Sommer Moser, OSB No. 105260
Assistant Attorney General
Of Attorneys for PUC Staff

DATED this 6th day of December, 2018.



William Ohle, OSB No. 913866
Schwabe, Williamson & Wyatt
Attorney for Aspen Lakes Utility

DATED this 5th day of December, 2018.



Tommy Brooks, OSB No. 076071
Cable Huston LLP
Attorney for Aspen Lakes Homeowners Association