BEFORE THE PUBLIC UTILITY COMMISSION

OF THE STATE OF OREGON

UE 335
General Rate Case

PORTLAND GENERAL ELECTRIC COMPANY

Joint Testimony in Support of the Direct Access Partial Stipulation

Direct Testimony of

Lance Kaufman, OPUC
George M. Waidelich, Albertsons Companies, Inc.
Justin Bieber, Energy Strategies, LLC
Kevin C. Higgins, Energy Strategies, LLC
Robert Macfarlane, PGE

August 20, 2018

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I. Stipulation Supporting Testimony

Q. Please state your names and positions.

A. My name is Lance Kaufman. I am a Senior Economist in the Energy Rates, Finance and Audit Division at the Public Utility Commission of Oregon (OPUC). My qualifications appear in OPUC Exhibit 301.

My name is George M. Waidelich. I am the Director of Energy Operations with Albertsons Companies, Inc. and am testifying on behalf of Albertson's, LLC and Safeway Inc. (Albertsons).

My name is Justin Bieber. I am a Senior Consultant with Energy Strategies, LLC and am testifying on behalf of Fred Meyer Stores and Quality Food Centers (Fred Meyer), Divisions of The Kroger Co. My qualifications appear in Fred Meyer Exhibit 100.

My name is Kevin C. Higgins. I am a Principal with Energy Strategies, LLC and am testifying on behalf of Calpine Energy Solutions, LLC (Calpine Solutions). My qualifications appear in Calpine Solutions Exhibit 100.

My name is Robert Macfarlane. I am a Regulatory Consultant in Portland General Electric Company's (PGE's) Rates and Regulatory Affairs Department. My qualifications appear in PGE Exhibit 1200.

Q. What is the purpose of your testimony?

A. Our purpose is to describe the August 10, 2018 Direct Access Partial Stipulation (the Stipulation) reached among the OPUC Staff (Staff), Albertsons, Fred Meyer, Calpine, and PGE (collectively, the Stipulating Parties) regarding Direct Access issues in this docket (UE 335) as described below. While other stipulations in this docket have been called partial stipulations because they do not address all the issues in this case, this Stipulation is a partial stipulation both because it addresses only some of the issues in this case, and because not all parties in this case support this Stipulation.

Q. Do other parties to this case oppose this Stipulation?

A. Yes. AWEC and CUB have signaled that they intend to oppose all or part of this Stipulation. We are not aware of any other parties that oppose this Stipulation.

Q. Is this Stipulation intended to settle all direct access-related issues in this docket?

A. Yes.

Q. What is the basis for the Stipulation?

A. PGE filed this general rate case on February 15, 2018 and proposed two modifications to the long-term opt out program. First, PGE proposed to move from five years to ten years of transition adjustments. Second, PGE proposed to modify its Rule K to allow PGE to petition the Commission to decertify an Electricity Service Supplier (ESS) if the ESS fails to meet certain monthly scheduling thresholds. During the next several months, parties conducted discovery. Staff and Intervenors filed Opening Testimony on June 6, 2018, providing additional proposals related to direct access including: increases to the participation limit, changes to the minimum participation requirements for individual accounts, modifications to the transition adjustment calculation methodology, treatment of renewable energy certificates (RECs) during the transition adjustment period, changes to eligibility criteria in PGE's Rule K regarding Customer change of location, and other Customer-specific issues. PGE filed Reply Testimony on July 13, 2018. The Stipulation is the result of multiple settlement conferences culminating in an agreement in principle among the Stipulating Parties on August 10, 2018. During those discussions, proposals were advanced and modified by the Stipulating Parties. The Stipulation reached between the five Stipulating Parties represents agreement and compromises that the Stipulating Parties deem to be reasonable resolutions for the Direct Access issues in this docket.

Q. What are the terms agreed upon in the Stipulation?

A. A copy of the Stipulation is provided as Exhibit 501.

Q. Does this Stipulation indicate that Stipulating Parties agree on the resolution of Direct Access issues in this general rate case as a whole?

A. Yes. Although the Stipulating Parties may have differing opinions of each individual term on a stand-alone basis, we believe the terms represent a reasonable settlement of the Direct Access issues in this docket on an aggregate basis. The terms are in the public interest and are consistent with rates and policies that are fair, just, and reasonable.

Q. Please describe the transition adjustment agreement.

A. The Stipulating Parties agree to maintain the calculation methodology and five-year term of transition adjustments for the long-term opt out program. However, Stipulating Parties agree to the tax-related adjustments in Docket UM 1920,[1] described later in this testimony.

Q. Please describe the agreement regarding ESS Scheduling.

A. Stipulating Parties agree that PGE withdraw its proposal to modify Rule K to allow PGE to petition the Commission to decertify an ESS for scheduling below the threshold that it had proposed.

Q. Please describe the Participation Limit agreement.

A. Stipulating Parties agree to maintain the 300 average megawatt (MWa) participation limit and the minimum eligibility requirements for PGE's long-term opt out program (Schedules 485, 489, 490, 491, 492, and 495). The parties acknowledge that the Commission may change the participation limit in Docket AR 614 (New Load Direct Access), whether as part of a

[1] UM 1920 is PGE's Deferral of Benefits Associated with US Tax Reconciliation Act.

combined long-term and new load direct access limit or as a modification to the limit on existing loads. The Stipulating Parties agree to support this stipulation regardless of the outcome related to the participation limit adopted in AR 614.

Q. Please describe the agreement regarding RECs.

A. Stipulating Parties agree that PGE will transfer RECs to the contracted ESS on behalf of each Direct Access Customer served by that ESS during the years in which the customer pays transition adjustments to PGE. The RECs supplied by PGE to the ESS will possess characteristics (e.g., vintage, proportion of bundled to unbundled, etc.) that would be meet compliance requirements of Oregon’s renewable portfolio standard (RPS) if such RECs were retired by PGE for purposes of compliance with the RPS for the load of the ESS served during the given compliance year. This provision applies to customers choosing Direct Access starting with the 2020 service year (customers opting out in September 2019 or after). The Stipulating Parties note that this agreement is similar to the Commission-approved REC agreement for PacifiCorp in Oregon.

Q. Did Stipulating Parties agree to a time limit for this agreement?

A. Yes. The Stipulating Parties agree to refrain from making new proposals to the Commission for any changes that would become effective for the existing direct access programs for service years 2020 or 2021. Because Stipulating Parties have established positions in Docket UM 1953, PGE’s green tariff proposal, they were concerned that the Stipulation could limit their ability to advocate for those positions. As a result, Stipulating Parties agreed that they may continue to advocate for their respective positions in that docket. In addition, Stipulating Parties agreed that they may argue their positions in new dockets opened by the Commission to fulfill statutory obligations or at the request of the legislature.

Q. Please describe the UM 1920 Adjustment agreement.

A. The Stipulating Parties agree that any Commission-approved deferred adjustments related to taxes from Docket UM 1920 should apply to long-term and short-term opt out program customers that paid transition adjustments. For each year to which the tax adjustment applies, PGE will include those customers that paid transition adjustments in the allocation of the tax adjustment.

Q. Please describe the agreement regarding Schedule 485.

A. The Stipulating Parties agree that Schedule 485 customers that fall below the lower threshold for Schedule 485 eligibility (201 kW) have the opportunity to remain on long-term direct access by submitting documentation acceptable to PGE that demonstrates that the customer's decrease in demand is due to conservation efforts, demand side management including distributed generation and energy storage, or other causes acceptable to PGE, as outlined in Albertsons' direct testimony in this docket. If the customer provides adequate documentation to PGE prior to the change in demand, PGE will make best efforts to keep the account from migrating to a short-term direct access rate schedule. PGE's Customer Information System automatically migrates customer accounts to the proper rate schedule when the customer no longer meets the eligibility criteria for the Schedule it is on. In the ordinary course, absent the customer demonstration described above, the Schedule 485 account that falls below 201 kW would be migrated to Schedule 583. If an account does migrate to a short-term direct access schedule, the customer will be billed at the applicable transition adjustments appropriate for that rate schedule. In the event that the customer provides documentation acceptable to PGE, Stipulating Parties recognize that those transition adjustments will be nonrefundable, meaning that PGE will not adjust the Schedule 583 billing later to reflect transition adjustments related to Schedule 485. A customer allowed to remain on Schedule 485, or later allowed to return to Schedule 485, will pay transition adjustments for the remainder of the initial minimum term of their contract, where applicable. In other words, the original stop date for Schedule 485 transition adjustments will remain.

If allowed to remain on long-term direct access, the customer will be billed the higher of actual facility capacity or 201kW facility capacity monthly.

Q. Please describe the Rule K Modification agreement.

A. The Stipulating Parties agree that, 30 days following the Commission's adoption of this Stipulation, PGE will make a filing to modify Rule K to permit a "change of location" for a service point under contract with an ESS to occur before the account is closed if the existing facility/location associated with the service point is idle, or demonstrates nominal use, and provided that the customer agrees that the account shall be placed on cost of service with PGE. The burden will be upon the customer to demonstrate that the business location is indeed idle or with nominal use. The Stipulation does not modify what qualifies as an eligible location for the change of location.

Q. Please describe the Schedule 600 Fee agreement.

A. The Stipulating Parties agree that PGE will address the $7,000 location change fee charged to ESSs per Schedule 600 in its direct testimony for its next general rate case. PGE will either justify the $7,000 charge or propose revisions to the charge.

Q. Why does Staff support the Stipulation?

A. Staff maintains many of the positions initially laid out in Staff's Opening Testimony. However, after reviewing all parties' positions, and in consideration of the issues that have been raised in PGE's voluntary renewable energy tariff filing in Docket No. UM 1953 and in the New Load Direct Access rulemaking AR 614 Staff determined that additional time is necessary to further analyze these issues and to make a recommendation to the Commission that Staff finds to be appropriate for the long term. Staff supports this Stipulation because it addresses the immediate concerns of many parties, including Staff's, and maintains the status quo for a limited time so that parties can continue to investigate the issues. Staff views this Stipulation as a short-term agreement that provides parties an opportunity to continue to work through direct access issues, and to observe the impacts of both AR 614 and UM 1953. Staff encourages parties to continue to work together outside of Docket No. UE 335 to identify long term solutions to the concerns raised in this docket.

Q. Mr. Waidelich, why does Albertsons support the Stipulation?

A. Albertson Companies, Inc. supports the Stipulation because it addresses our issue of maintaining direct access program load size eligibility while pursuing energy efficiency and distributed energy resources at our facilities, and the associated flexibility with the "change of location" rule modifications that improve the direct access program functionality for retail customers like Albertsons Companies; items which we had recommended through our testimony. We believe the Stipulation is a reasonable compromise for the purposes of this case by the Stipulating Parties.

Q. Mr. Bieber, why does Fred Meyer support the Stipulation?

A. Fred Meyer supports the stipulation because it represents a reasonable resolution to the package of direct access issues addressed in this case. Fred Meyer strongly supports the development and continuation of viable direct access service and the Stipulation helps to preserve viable direct access service in PGE's service territory. I believe the Stipulation is a reasonable compromise and in the public interest.

Q. Mr. Higgins, why does Calpine Solutions support the Stipulation?

A. Calpine Solutions supports the Stipulation because it resolves a set of contentious issues as a reasonable package achieved through compromise. First and foremost, the Stipulation maintains the status quo with respect to the calculation of the transition adjustment for the

Five-Year Opt-Out program. That is, new participants in the program will pay PGE's Ongoing Valuation transition adjustment for five years, and then migrate fully to market prices for generation with no further transition adjustments. These customers continue to use and pay for PGE's transmission and distribution network. As PGE's Five-Year Opt-Out program is the only direct access program in Oregon that has experienced any measure of sustained success, Calpine Solutions believes it is critical that the structure of the current transition adjustment be maintained and not made more disadvantageous by adding unwarranted length to the transition period. This Stipulation accomplishes this. The Stipulation also properly provides that the transition adjustment calculated for both long-term opt out program customers and one-year direct access customers will include the allocation of any Commission-approved deferred adjustments related to income tax changes determined in Docket UM 1920. The recognition in the transition adjustment will apply for those years in which the tax benefit deferral is amortized in rates.

Consistent with maintaining the status quo, the Stipulation keeps program eligibility and the overall participation cap remain unchanged, except to the extent the latter is modified by the Commission in Docket AR 614 through adoption of a combined cap with the new large load direct access program. Although, in my Opening Testimony, I proposed broader eligibility and a relaxation of the participation cap for the Five-Year Opt-Out program, Calpine Solutions accepts the continuation of the status quo for both of these items as reasonable for the term of the agreement in the context of the overall settlement package.

Calpine Solutions also supports PGE's withdrawal, as part of the Stipulation, of its proposed modifications to Rule K regarding scheduling by ESSs. As explained in my Opening testimony, Calpine Solutions strongly opposed the Company's modifications.

As described previously, the Stipulation also has the benefit of adopting a mechanism through which PGE will transfer the RECs freed up by direct access customers to be used on behalf of those same customers during the period in which the direct access customers are subject to a transition adjustment. This transfer approach equitably resolves a "double payment" problem in which direct access customers currently pay for Renewable Portfolio Standard resources twice: once to their ESSs and a second time to PGE through the Schedule 128 and Schedule 129 transition adjustments. The REC transfer is substantially similar to the approach developed by PacifiCorp stakeholders that was included in PacifiCorp's recent settlement agreement in Docket UE 339. The REC transfer mechanism will be applicable to customers choosing direct access starting with the 2020 service year.

Finally, the Stipulation adopts two provisions pertaining to load eligibility and change of location that improve program functionality.

Taken as a whole, Calpine Solutions believes the Stipulation represents a reasonable outcome concerning the direct access issues addressed in this case. In my opinion, the Stipulation is in the public interest and I recommend that the Commission approve it as a total package.

Q. Mr. Macfarlane, why does PGE support the Stipulation?

A. PGE supports the Stipulation because it largely maintains the Direct Access program as it exists with a few modest modifications. This agreement represents significant movement in the initial positions of the Stipulating Parties, including PGE, and is a reasonable compromise by the Stipulating Parties.

Q. Will the Stipulation cause changes to the UE 335 revenue requirement?

A. No.

Q. Does this conclude your testimony?

A. Yes.

List of Exhibits

PGE Exhibit	**Description**
501	Copy of Direct Access Partial Stipulation

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UE 335

In the Matter of PORTLAND GENERAL ELECTRIC COMPANY Request for a General Rate Revision.	**PARTIAL STIPULATION REGARDING DIRECT ACCESS ISSUES**

This Stipulation Regarding Direct Access Issues ("Stipulation") is between Portland General Electric Company ("PGE"), Staff of the Public Utility Commission of Oregon, Fred Meyer Stores and Quality Food Centers, Divisions of The Kroger Co., Albertsons Companies, Inc., and Calpine Energy Solutions, LLC (collectively, the "Stipulating Parties").

This Stipulation addresses issues related to direct access. Other Stipulations either have or will be filed addressing other issues. This Stipulation is the result of multiple settlement conferences culminating in an agreement in principle among the Stipulating Parties on August 10, 2018. The Stipulating Parties are aware that at least one other party to this docket intends to oppose part, or all, of this Stipulation. The Stipulating Parties have reached a compromise settlement resolving direct access related issues, as set forth below.

TERMS OF DIRECT ACCESS PARTIAL STIPULATION

1. This Stipulation resolves only the general rate case issues described below.

2. <u>Transition Adjustments</u>. Except as provided herein regarding Docket UM 1920, there will be no change to either the calculation of transition adjustments or the number of years for transition adjustments as a result of this docket.

3. ESS Scheduling. As part of this settlement, PGE withdraws its proposed modifications to Rule K regarding scheduling by Electricity Service Suppliers ("ESS").

4. Participation Limit. There will be no modification to either the 300 MWa participation cap or the minimum eligibility requirements for PGE's long-term direct access program for existing customers (Schedules 485, 489, 490, 491, 492, and 495). The Stipulating Parties acknowledge that:

   a. The Public Utility Commission of Oregon ("Commission") may modify the participation cap in docket AR 614 through adoption of a combined cap with the new large load direct access program; and

   b. The other terms of this Stipulation will remain in effect even if the Commission adopts a combined cap in AR 614 or otherwise changes the cap on the long-term direct access program for the existing loads as part of AR 614.

5. Renewable Energy Certificates. PGE will transfer renewable energy certificates ("RECs") to each ESS on behalf of each Direct Access Customer served by that ESS during the years in which the customer pays transition adjustment rates to PGE. The RECs supplied by PGE to the ESS will possess characteristics (e.g. vintage, proportion of bundled to unbundled, etc.) that would be suitable for compliance with Oregon's renewable portfolio standard ("RPS") law if such RECs were retired by PGE for purposes of compliance with the RPS for the load of that ESS's Direct Access Customers during the compliance year in question. This provision is applicable to customers choosing direct access starting with the 2020 service year (opting out in September 2019 or after).

6. Term. The Stipulating Parties agree to refrain from making new proposals to the Commission for any changes that would become effective for the existing Direct Access

programs for service years 2020 or 2021. The Stipulating Parties may continue to advocate their respective positions in UM 1953, PGE's green tariff proposal, and in any docket(s) opened by the Commission to fulfill statutory obligations or at the request of the legislature.

7. UM 1920 Adjustment. The transition adjustment calculated for both long-term opt out program customers and one-year direct access customers will include the allocation of any Commission-approved deferred adjustments related to taxes from Docket UM 1920 for those years in which the deferral is amortized in rates.

8. Schedule 485. Schedule 485 customers that fall below 201 kW have the opportunity to remain on long-term direct access by submitting acceptable documentation to PGE that demonstrates that the customer's decrease in demand is due to conservation efforts, demand side management including distributed generation and storage, or other cause acceptable to PGE, as outlined in Albertson's direct testimony. If allowed to remain on long-term direct access, customer will be billed the higher of actual facility capacity or 201kW facility capacity monthly. If adequate documentation is provided to PGE prior to change in demand, PGE will make best effort to keep the account from migrating to a short-term direct access rate schedule. In any case, to the extent the account migrates to a short-term direct access rate schedule, the customer will be billed non-refundable transition adjustments as appropriate for that rate schedule. A customer who is allowed to remain on, or return to, schedule 485 will pay transition adjustments for the remainder of the initial minimum term of their contract, where applicable.

9. Rule K Modification. Thirty days following the Commission's adoption of the Stipulation, PGE will make a filing to modify Rule K to permit a "change of location" for a service point under contract with an ESS to occur before said account is closed, provided that the

existing facility/location associated with said account is idle, or demonstrates nominal use, and provided the customer agrees that such account shall return to cost of service with PGE. The customer will carry the burden to demonstrate that the business location is idle or with nominal use.

10. Schedule 600 Fee. PGE will address the $7000 location change fee charged to ESSs per Schedule 600 in its direct testimony for its next general rate case, and will either justify the charge or propose revisions to it.

11. The Stipulating Parties recommend and request that the Commission approve the adjustments and provisions described herein as appropriate and reasonable resolutions of the identified issues in this docket.

12. The Stipulating Parties agree that this Stipulation is in the public interest, and will contribute to rates that are fair, just and reasonable, consistent with the standard in ORS 756.040.

13. The Stipulating Parties agree that this Stipulation represents a compromise in the positions of the Stipulating Parties. Without the written consent of all of the 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, 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.

14. The Stipulating Parties have negotiated this Stipulation as an integrated document. The Stipulating Parties, after consultation, may seek to obtain Commission approval of this Stipulation prior to evidentiary hearings. 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 (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's final 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.

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 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 Parties may provide different rationales for supporting this Stipulation. 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.

16. 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.

DATED this 25th day of August, 2018.

PORTLAND GENERAL ELECTRIC COMPANY

STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON

THE KROGER CO.

CALPINE ENERGY SOLUTIONS, LLC

ALBERTSONS COMPANIES, INC.

DATED this 20th day of August, 2018.

____
PORTLAND GENERAL ELECTRIC COMPANY

p.p. Kaylee Klein
STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON

____
THE KROGER CO.

____
CALPINE ENERGY SOLUTIONS, LLC

____
ALBERTSONS COMPANIES, INC.

DATED this 20th day of August, 2018.

PORTLAND GENERAL ELECTRIC COMPANY

STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON

for Kurt Boehm
THE KROGER CO.

CALPINE ENERGY SOLUTIONS, LLC

ALBERTSONS COMPANIES, INC.

DATED this 16th day of August, 2018.

PORTLAND GENERAL ELECTRIC COMPANY

STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON

THE KROGER CO.

CALPINE ENERGY SOLUTIONS, LLC

ALBERTSONS COMPANIES, INC.

DATED this _______ day of August, 2018.

PORTLAND GENERAL ELECTRIC COMPANY

STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON

THE KROGER CO.

CALPINE ENERGY SOLUTIONS, LLC

ALBERTSONS COMPANIES, INC.