



Portland General Electric Company
Legal Department
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Douglas C. Tingey
Associate General Counsel

April 3, 2014

Via Electronic Filing

Oregon Public Utility Commission
Attention: Filing Center
P.O. Box 1088
Salem OR 97308-1088

**Re: UE 288 – PGE’s Renewable Resources Automatic Adjustment Clause, Revises
Schedule 122**

Attention Filing Center:

Enclosed for filing in the above-referenced docket is a **Stipulation and Joint Testimony in Support of Stipulation (UE 288/ Stipulating Parties/100)**.

Thank you in advance for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "DCT", is written over a faint, larger version of the signature.

Douglas C. Tingey
Associate General Counsel

DCT:qal
Enclosures

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UE 288

In the Matter of

PORTLAND GENERAL ELECTRIC
COMPANY'S

Renewable Resources Automatic Adjustment
Clause, Revises Schedule 122

**STIPULATION
REGARDING ALL ISSUES**

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"), and the Industrial Customers of Northwest Utilities ("ICNU")(collectively, the "Parties").

On March 31, 2014, PGE filed its annual Renewable Resources Automatic Adjustment Clause update pursuant to PGE tariff Schedule 122. That filing was docketed as UE 288. PGE's filing included one renewable generating project: the Tucannon River Wind Farm. The filing included revised tariff sheets, testimony, and work papers explaining the renewable resource costs included in the update. On May 1, 2014, a Prehearing Conference was held during which all parties requested that the docket be held in abeyance pending the resolution of Docket UE 283, PGE's pending rate case that also included examination of the Tucannon River Wind Farm. The Administrative Law Judge granted the request. On December 4, 2014, the Commission issued a final order in Docket UE 283 (Order No. 14-422). In that Order, the Commission adopted the Second Partial Stipulation between Staff, PGE, ICNU, CUB, Fred Meyer Stores and Quality Food Centers, Division of Kroger Co. ("Kroger"), in which these

stipulating parties agreed that PGE's decision to construct Tucannon River Wind Farm was prudent. An additional Prehearing Conference was held in this docket on January 21, 2015, and a schedule for the remainder of the docket was adopted by the Administrative Law Judge.

Consistent with Schedule 122, on November 25, 2014, PGE filed its Application for Deferral of Costs Associated with the Tucannon River Wind Farm (UM 1711). That application sought a deferral, pursuant to ORS 469A.120, of the revenue requirement associated with the Tucannon River Wind Farm for the period of December 15 through December 31, 2014. The Tucannon River Wind Farm went into service to customers on December 15, 2014. PGE's deferral application was granted on January 13, 2015, in Order No. 15-011. In PGE's application the estimated 2014 revenue requirement for Tucannon River Wind Farm was approximately \$2 million. On February 13, 2015, PGE filed supplemental testimony showing that the 2014 revenue requirement for the Tucannon River Wind Farm was \$1.44 million.

On March 5, 2015, the Parties held a Settlement Conference. The Parties reached agreement settling all issues in this docket. The Parties agree as follows:

TERMS OF STIPULATION

1. This Stipulation is entered to settle all issues in this docket.
2. The revenue requirement for December 2014 for the Tucannon River Wind Farm calculated consistent with tariff Schedule 122 is \$1.44 million. PGE's request in this docket to include that amount in Schedule 122 should be approved. The parties further agree the revised Schedule 122 rates should be effective July 1, 2015, with rates designed to collect the \$1.44 million between July 1 and December 31, 2015.
3. The Parties recommend and request that the Commission approve the terms of this Stipulation as appropriate and reasonable resolutions of the issues in these dockets.

4. The Parties agree that this Stipulation is in the public interest and will result in rates that are fair, just, and reasonable.

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

6. If the Commission rejects all or any material part of this Stipulation, or adds any material condition to any final order which is not contemplated by this Stipulation, each Party disadvantaged by such action shall have the rights provided in OAR 860-001-0350 and OAR 860-001-0720, including the right to withdraw from the stipulation and to seek reconsideration of the Commission's order. Nothing in this paragraph provides any Party the right to withdraw from this Stipulation as a result of the Commission's resolution of issues that this Stipulation does not resolve.

7. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR § 860-001-0350. The Parties agree to support this Stipulation throughout this proceeding and in any appeal, provide witnesses to sponsor this Stipulation at the hearing (if necessary), and recommend that the Commission issue an order adopting the settlements contained herein. The Parties also agree to cooperate in drafting and submitting written testimony required by OAR § 860-001-0350(7).

8. By entering into this Stipulation, no Party shall be deemed to have approved, admitted or consented to the facts, principles, methods or theories employed by any other Party in arriving at the terms of this Stipulation, other than those specifically identified in the Stipulation. Except as

provided in this Stipulation, no Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

9. 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 1st April day of March, 2015.



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STAFF OF THE PUBLIC UTILITY
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CITIZENS' UTILITY BOARD
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INDUSTRIAL CUSTOMERS OF
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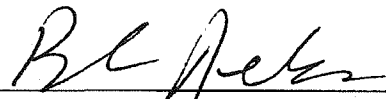
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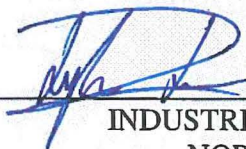
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**BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON**

UE 288

PORTLAND GENERAL ELECTRIC COMPANY

Joint Testimony in Support of Stipulation

*John Crider
Bob Jenks
Bradley G. Mullins
Rebecca Brown*

April 1, 2014

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I. Introduction

1 **Q. Please state your names and positions.**

2 A. My name is John Crider. I am a senior utility analyst at the Oregon Public Utility
3 Commission (OPUC). My qualifications appear as Stipulating Parties Exhibit 101.

4 My name is Bob Jenks. I am the Executive Director of the Citizens' Utility Board of
5 Oregon (CUB). My qualifications appear as Stipulating Parties Exhibit 102.

6 My name is Bradley G. Mullins. I am a consultant representing industrial customers
7 throughout the western United States. I am appearing on behalf of the Industrial Customers
8 of Northwest Utilities in this proceeding. My qualifications appear in Section IV of this
9 testimony.

10 My name is Rebecca Brown. I am a senior analyst for Portland General Electric (PGE).
11 My qualifications appear in PGE Exhibit 100.

12 **Q. What is the purpose of this testimony?**

13 A. Our purpose is to describe the Stipulation (the Stipulation) reached among the OPUC Staff
14 (Staff), CUB, Industrial Customers of Northwest Utilities (ICNU), and PGE (the Stipulating
15 Parties) regarding issues raised in this docket (UE 288). This Stipulation resolves the issues
16 in this docket related to the final revenue requirement amount for Schedule 122, PGE's
17 annual Renewable Resources Automatic Adjustment Clause (RAC) update.

18 **Q. Please summarize the activity in this proceeding leading up to this stipulation.**

19 A. On March 31, 2014, PGE filed the Direct Testimony and Exhibits of Franco Albi and
20 Rebecca Brown (PGE/100-102, Albi-Brown) regarding PGE's annual RAC update pursuant
21 to PGE tariff Schedule 122. During a May 1, 2014 Prehearing Conference, all parties
22 requested this docket be held in abeyance pending the resolution of Docket UE 283, PGE's

1 pending general rate case that included an examination of the Tucannon River Wind Farm
2 (Tucannon). Tucannon’s prudence was recognized in the final Commission order in Docket
3 UE 283; Order No. 14-422, issued December 4, 2014.

4 Consistent with Schedule 122, PGE also filed an Application for Deferral of Costs
5 Associated with the Tucannon River Wind Farm (UM 1711) seeking to defer the revenue
6 requirement associated with Tucannon for the period of December 15 through December 31,
7 2014. PGE’s deferral application was granted on January 13, 2015 (Commission Order No.
8 15-011). On February 13, 2015, PGE filed supplemental testimony revising the 2014
9 revenue requirement for Tucannon from approximately \$2.0 million to \$1.44 million,
10 replacing estimates with 2014 actual information. The Stipulating Parties held a settlement
11 conference March 5, 2015.¹ As a result of the discussion, the Parties reached an agreement
12 settling the issues raised in this proceeding.

13 **Q. Please summarize the issues addressed in the Stipulation.**

14 A. The Stipulation resolves the issues related to UE 288 including:

- 15 • The 2014 revenue requirement for Tucannon to be included in tariff Schedule 122; and
16 • An effective date of July 1, 2015 for the revised Schedule 122 with rates designed to
17 amortize the \$1.44 million between July 1 and December 31, 2015.

18 A summary and support of the Stipulation is provided below. A copy of the Stipulation
19 is provided as Stipulating Parties Exhibit 104.

20 **Q. What is the history behind this docket?**

21 A. Based on PGE’s Integrated Resource Plan (IRP) process and for purposes of meeting
22 Oregon’s Renewable Portfolio Standard (RPS) requirements, Tucannon was constructed and

¹ No other parties intervened in this docket

1 placed into service December 15, 2014. While Tucannon’s costs and benefits were included
2 in the UE 283 general rate case (2015 test year) and approved in Commission Order 14-422,
3 effective January 1, 2015, the costs and benefits Tucannon provided from the period of
4 December 15 to December 31, 2014 were not part of UE 283. In preparation for the period
5 prior to January 1, 2015 that Tucannon could be in service, PGE submitted a RAC filing on
6 March 31, 2014. Then, on February 13, 2015, after Tucannon had been placed in service,
7 PGE filed supplemental testimony providing the actual 2014 revenue requirement for
8 Tucannon.

II. Revenue Requirement

1 **Q. What is the impact of Tucannon on PGE's revenue requirement for the two week**
2 **period from December 15 to December 31, 2014?**

3 A. The final 2014 revenue requirement for Tucannon is \$1.44 million, including net of dispatch
4 benefits.

5 **Q. Please describe how these prices will go into effect?**

6 A. The Stipulating Parties request that Schedule 122 rates be allowed to go into effect
7 beginning July 1, 2015, with rates designed to collect the full amount between July 1 and
8 December 31, 2015.

9 **Q. Please describe the calculation of Tucannon's 2014 revenue requirement.**

10 A. The calculation of Tucannon's 2014 revenue requirement impact is comprised of the
11 following components:

- 12 • An average rate base of \$20.8 million.
- 13 • Depreciation expense of \$0.7 million.
- 14 • Operations and Maintenance expense and property tax expense of \$0.3 million.
- 15 • Dispatch benefits of 0.7 million.
- 16 • Production Tax Credits of \$0.7 million.
- 17 • The 2014 authorized Rate of Return of approximately 7.62%.

18 **Q. Does this Stipulation indicate that all parties agree on the assumptions or bases**
19 **employed by PGE to determine Tucannon's 2014 revenue requirement?**

20 A. No. ICNU makes no representation on the assumptions or bases used to determine
21 Tucannon's final 2014 revenue requirement, though all parties believe the amount represents

1 a reasonable settlement. The final amount is in the public interest and will result in rates
2 that are fair, just, and reasonable.

3 **Q. Does the Stipulation resolve all issues raised in this proceeding?**

4 A. Yes.

III. Recommendation and Conclusion

1 **Q. What is your recommendation to the Commission regarding Schedule 122?**

2 A. The Stipulating Parties recommend and request that the Commission approve the inclusion
3 of \$1.44 million in Schedule 122 prices effective starting July 1, 2015. Based on careful
4 review of PGE's filing and thorough analysis of the issues during settlement conferences,
5 we believe this amount represents an appropriate and reasonable resolution of this docket.
6 Rates reflecting this amount will be fair, just, and reasonable.

7 **Q. Does this complete your testimony?**

8 A. Yes.

9

IV. Qualifications

1 **Q. Mr. Crider, please describe your qualifications**

2 A. See Exhibit101 for my Witness Qualification Statement.

3 **Q. Mr. Jenks, please describe your qualifications**

4 A. See Exhibit102 for my Witness Qualification Statement.

5 **Q. Mr. Mullins, please describe your qualifications**

6 A. I received Bachelor of Science degrees in Finance and in Accounting from the University of
7 Utah. I also received a Master of Science degree in Accounting from the University of Utah.
8 After receiving my Master of Science degree, I worked at Deloitte Tax, LLP, where I was a
9 Tax Senior providing tax consulting services to multi-national corporations and investment
10 fund clients. Subsequently, I worked at PacifiCorp Energy as an analyst involved in
11 regulatory matters primarily involving power supply costs. I began performing independent
12 consulting services in September 2013 and have been engaged with industrial organizations
13 located throughout the western United States, including regulatory proceedings in Oregon,
14 Washington and Wyoming. In Oregon, I am engaged to testify on behalf of ICNU before the
15 Oregon Public Utility Commission in ongoing rate proceedings with Portland General
16 Electric and PacifiCorp. In Washington, I am engaged to testify on behalf of ICNU before
17 the Washington Utilities and Transportation Commission in the general rate proceeding of
18 Avista. In Wyoming, I am engaged to provide non-testifying services related to various
19 matters before the Wyoming Public Service Commission.

List of Exhibits

<u>PGE Exhibit</u>	<u>Description</u>
101	Witness Qualification Statement of John Crider
102	Witness Qualification Statement of Bob Jenks
103	UE 288 Stipulation

WITNESS QUALIFICATION STATEMENT

NAME: JOHN CRIDER

EMPLOYER: PUBLIC UTILITY COMMISSION OF OREGON

TITLE: SENIOR UTILITY ANALYST, ELECTRIC RESOURCES AND
PLANNING

ADDRESS: 3930 Fairview Industrial Drive SE, SALEM, OR 97302

EDUCATION: Bachelor of Science, Engineering, University of Maryland

EXPERIENCE: I have been employed at the Oregon Public Utility Commission (Commission) since August of 2012. My current responsibilities include analysis and technical support for electric power cost recovery proceedings, with an emphasis on variable power costs and purchases from qualifying facilities. Prior to working for the OPUC I was an engineer in the Strategic Planning division for Gainesville Regional Utilities (GRU) in Gainesville, Florida. My responsibilities at GRU included analysis, design and support for generation economic dispatch modeling, wholesale power transactions, net metering, integrated resource planning, distributed solar generation and fuel (coal and natural gas) planning. Previous to working for GRU, I was a staff design engineer for Eugene Water & Electric Board (EWEB) where my responsibilities included design of control and communications system in support of water and hydro operations. I am a registered professional engineer in both Oregon and Florida.

WITNESS QUALIFICATION STATEMENT

NAME: Bob Jenks

EMPLOYER: Citizens' Utility Board of Oregon

TITLE: Executive Director

ADDRESS: 610 SW Broadway, Suite 400 Portland, OR 97205

EDUCATION: Bachelor of Science, Economics Willamette University, Salem, OR

EXPERIENCE: Provided testimony or comments in a variety of OPUC dockets, including UE 88, UE 92, UM 903, UM 918, UE 102, UP 168, UT 125, UT 141, UE 115, UE 116, UE 137, UE 139, UE 161, UE 165, UE 167, UE 170, UE 172, UE 173, UE 207, UE 208, UE 210, UG 152, UM 995, UM 1050, UM 1071, UM 1147, UM 1121, UM 1206, UM 1209, UM 1355, UM 1635, UE 233, UE 246, UM 1633, and UM 1654. Participated in the development of a variety of Least Cost Plans and PUC Settlement Conferences. Provided testimony to Oregon Legislative Committees on consumer issues relating to energy and telecommunications. Lobbied the Oregon Congressional delegation on behalf of CUB and the National Association of State Utility Consumer Advocates. Between 1982 and 1991, worked for the Oregon State Public Interest Research Group, the Massachusetts Public Interest Research Group, and the Fund for Public Interest Research on a variety of public policy issues.

MEMBERSHIP: National Association of State Utility Consumer Advocates
Board of Directors, OSPIRG Citizen Lobby
Telecommunications Policy Committee, Consumer Federation of America
Electricity Policy Committee, Consumer Federation of America
Board of Directors (Public Interest Representative), NEEA

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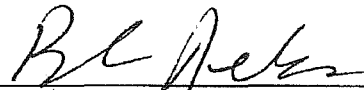
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