



**Portland General Electric Company**  
Legal Department  
121 SW Salmon Street • Portland, Oregon 97204  
503-464-8926 • Facsimile 503- 464-2200

**Douglas C. Tingey**  
Associate General Counsel

August 18, 2016

*Via Electronic Filing*

Oregon Public Utility Commission  
Attention: Filing Center  
PO Box 1088  
Salem OR 97308-1088

**Re: UE 308 – PGE Annual Power Cost Update Tariff (Schedule 125)**

Attention Filing Center:

Enclosed for filing in Docket UE 308 are the following:

- Motion to Admit Stipulation
- Stipulation
- Joint Testimony

These documents are to be filed electronically with the OPUC.

The confidential portions of the Testimony are being handled in accordance with the protective order, Order 16-137, issued in this proceeding and will follow to the Commission via regular, U.S. mail.

Thank you in advance for your assistance. If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. C. Tingey", is written over the typed name.

Douglas C. Tingey  
Associate General Counsel

DCT:lgh

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UE 308

In the Matter of

PORTLAND GENERAL ELECTRIC  
COMPANY

**PGE Annual Power Cost Update Tariff  
(Schedule 125)**

**MOTION TO ADMIT STIPULATION**

Pursuant to OAR 860-001-0350(7), Portland General Electric Company ("PGE") moves to admit into the record in this proceeding the Stipulation, dated August 18, 2016. PGE also moves that the following Joint Testimony in support of the Stipulation be admitted into the record as evidence in this proceeding:

Testimony and Exhibits	Witnesses
Stipulating Parties	John Crider, OPUC Bob Jenks, CUB Bradley Mullins, ICNU Mike Niman, PGE

DATED this 18<sup>th</sup> day of August, 2016.

Respectfully submitted,



\_\_\_\_\_  
Douglas C. Tingey, OSB No. 044366  
Associate General Counsel  
Portland General Electric Company  
121 SW Salmon Street, 1WTC1301  
Portland, Oregon 97204  
(503) 464-8926 (Telephone)  
(503) 464-2200 (Facsimile)  
[doug.tingey@pgn.com](mailto:doug.tingey@pgn.com)

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**UE 308**

In the Matter of

PORTLAND GENERAL ELECTRIC  
COMPANY’S

2017 Annual Power Cost Update Tariff

**STIPULATION**

This Stipulation (“Stipulation”) is among 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 “Stipulating Parties”).

**I. INTRODUCTION**

On April 1, 2016, PGE filed its annual power cost update as required by Tariff Schedule 125. That filing included testimony and work papers, and the information required by the minimum filing requirements (“MFRs”). PGE’s filing also included a long-term gas hedging proposal.

The Commission adopted two schedules in this docket, one for the long-term gas hedging proposal, and the other for all other power cost issues. The parties in this docket sent and PGE responded to data requests. PGE has filed, and will continue to file, updates to its power costs in accordance with the schedule set by the ALJ in this docket. Staff, CUB, and ICNU filed testimony on power cost issues on June 20, 2016. Noble Americas Energy Solutions (“Noble”) is also a party to this docket but did not file testimony. The Stipulating Parties held a settlement conference on June 27, 2016. As a result of those discussions, the Parties have reached agreement settling all issues raised in this proceeding

except those regarding the long-term gas hedging proposal. Noble did not participate in settlement discussions and does not object to this Stipulation. The Stipulating Parties request that the Commission issue an order adopting this Stipulation.

## II. TERMS OF STIPULATION

1. This Stipulation settles all issues in this docket except those regarding the long-term gas hedging proposal.

2. Portland Hydro Project Expiration. Forecasted costs in PGE's 2018 AUT will reflect the assumption that PGE will receive a refund from the City of Portland related to the expiration of the Portland Hydro Project PPA in the amount of \$9.4 million. If PGE receives an amount different from \$9.4 million in 2018 (or the year prior), the difference between this forecasted amount and the actual amount received by PGE will be included, with interest, in PGE's 2019 AUT.

3. PPA Price. The price of the PPA addressed in Staff's and ICNU's testimony will be set at the offered Qualifying Facility indicative pricing for the relevant months that PGE would receive output under the terms of the new PPA.

4. Boardman Rail Transportation Contracts. For purposes of this docket, the assumed BNSF Railway Company rollover tons of coal from 2017 to 2018 will be set equal to the assumed rollover tons from 2016 to 2017. For purposes of this docket, power costs will use a coal inventory level of 82 days of burn as the year-end 2017 assumption.

5. Coyote Forced Outage Rate. For purposes of this docket, a forced outage rate of 7.0% will be used for the Coyote Springs plant.

6. BPA Transmission Rates. 2017 projected power costs will be reduced by \$500,000.

7. Other Issues. In settlement of issues related to EIM Benefits and Costs, California Trading Margins, and Wind Day Ahead Forecast Error, parties agree to the following:

- a. Test year power costs will include an EIM benefit of \$1,011,000 and an EIM cost of \$1,011,000.
- b. PGE will complete an EIM cost-benefit study to be used in its 2018 AUT filing. PGE agrees not to file for deferred accounting for the incremental costs associated with performing the study.
- c. Wind Day Ahead Forecast Error cost will be consistent with the cost included in PGE's April 1, 2016, net variable power cost forecast.

8. This settlement is not precedential as to any issue or party, except as otherwise provided in the settlement.

9. The Parties recommend and request that the Commission approve the adjustments described above to PGE's 2017 power costs as appropriate and reasonable resolutions of the issues settled herein.

10. The Stipulating Parties agree that this Stipulation is in the public interest and will result in rates that are fair, just and reasonable and will meet the standard in ORS 756.040.

11. The Stipulating 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.

12. 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 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 to appeal the Commission order under ORS 756.610. 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.

13. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR § 860-01-0350(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. The Stipulating parties also agree to cooperate in drafting and submitting an explanatory brief and written testimony per OAR § 860-001-0350(7), unless such requirement is waived. 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 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.

14. 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 18<sup>th</sup> day of August, 2016.

  
\_\_\_\_\_  
PORTLAND GENERAL ELECTRIC  
COMPANY

\_\_\_\_\_  
STAFF OF THE PUBLIC UTILITY  
COMMISSION OF OREGON

\_\_\_\_\_  
CITIZENS' UTILITY BOARD  
OF OREGON

\_\_\_\_\_  
INDUSTRIAL CUSTOMERS OF  
NORTHWEST UTILITIES

Stipulating Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

14. 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 17<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
PORTLAND GENERAL ELECTRIC  
COMPANY



\_\_\_\_\_  
STAFF OF THE PUBLIC UTILITY  
COMMISSION OF OREGON

\_\_\_\_\_  
CITIZENS' UTILITY BOARD  
OF OREGON

\_\_\_\_\_  
INDUSTRIAL CUSTOMERS OF  
NORTHWEST UTILITIES



Stipulating Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

14. 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.

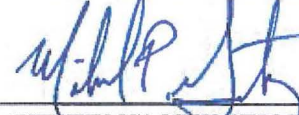
DATED this 8 day of August, 2016.

---

PORTLAND GENERAL ELECTRIC  
COMPANY

---

STAFF OF THE PUBLIC UTILITY  
COMMISSION OF OREGON



---

CITIZENS' UTILITY BOARD  
OF OREGON

---

INDUSTRIAL CUSTOMERS OF  
NORTHWEST UTILITIES

Stipulating Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

14. 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 5<sup>th</sup> day of August, 2016.

---

PORTLAND GENERAL ELECTRIC  
COMPANY

---

STAFF OF THE PUBLIC UTILITY  
COMMISSION OF OREGON

---

CITIZENS' UTILITY BOARD  
OF OREGON



---

INDUSTRIAL CUSTOMERS OF  
NORTHWEST UTILITIES

BEFORE THE PUBLIC UTILITY COMMISSION

OF THE STATE OF OREGON

UE 308

# Joint Testimony in Support of Stipulation

PORTLAND GENERAL ELECTRIC COMPANY

Direct Testimony of

*John Crider, OPUC*

*Bob Jenks, CUB*

*Bradley Mullins, ICNU*

*Mike Niman, PGE*

August 18, 2016

**Table of Contents**

**I. Introduction..... 1**

**II. Stipulated Issues..... 3**

A. Expiration of the Portland Hydro Project Power Purchase Agreement (PPA) ..... 3

B. PPA Price Assumption..... 4

C. Boardman Rail Transportation Contracts..... 5

D. Coyote Forced Outage Rate ..... 6

E. Bonneville Power Administration (BPA) Transmission Rates ..... 6

F. Remaining Issues in the Stipulation..... 7

**III. Recommendation to the Commission..... 9**

## I. Introduction

1 **Q. Please state your names and positions with your respective organizations.**

2 A. My name is John Crider. I am a Senior Power Cost Analyst for the Public Utility  
3 Commission of Oregon (OPUC) Staff. My qualifications appear in Staff Exhibit 201.

4 My name is Bob Jenks. I am the Executive Director of the Citizens' Utility Board of  
5 Oregon (CUB). My qualifications appear in CUB Exhibit 101.

6 My name is Bradley Mullins. I am an independent consultant testifying on behalf of the  
7 Industrial Customers of Northwest Utilities (ICNU). My qualifications appear in ICNU  
8 Exhibit 101.

9 My name is Mike Niman. I am the Manager of Financial Analysis for Portland General  
10 Electric (PGE). My qualifications appear in PGE Exhibit 500.

11 **Q. What is the purpose of your testimony?**

12 A. Our purpose is to describe and support a stipulation (the "Stipulation") between OPUC  
13 Staff, CUB, ICNU, and PGE (the "Stipulating Parties") resolving all issues raised in this  
14 docket (UE 308) except for those related to PGE's long term gas hedging proposal. While  
15 Noble Americas Energy Solutions (Noble) is also a party to this docket, Noble did not file  
16 testimony in this docket, and did not participate in settlement discussions. Noble has  
17 indicated that it does not object to this Stipulation.

18 **Q. What is the basis for the Stipulation?**

19 A. PGE filed its initial Annual Update Tariff (AUT) forecast of PGE's 2017 Net Variable  
20 Power Costs (NVPC) on April 1, 2016. Over the following three months, PGE responded to  
21 approximately 35 data requests from Staff, CUB and ICNU that were directed at power cost  
22 issues not related to PGE's long term gas hedging proposal. On June 2, parties held a

1 technical workshop to discuss issues and review PGE’s MONET power cost forecasting  
2 model. OPUC Staff, CUB, and ICNU submitted opening testimony on June 20, 2016. The  
3 parties subsequently held settlement discussions on June 27. At the June 27 meeting, parties  
4 reached an agreement deemed reasonable for settlement. The Partial Stipulation reached at  
5 the June 27 meeting resolves all issues raised by parties in this docket (UE 308) except for  
6 those related to PGE’s long term gas hedging proposal.

7 **Q. What power cost issues were resolved in this settlement?**

8 A. The settled issues are:

- 9 • Expiration of the Portland Hydro Project Power Purchase Agreement (PPA);
- 10 • PPA Price;
- 11 • Boardman Rail Transportation Contracts;
- 12 • Coyote Springs Forced Outage Rate;
- 13 • BPA Transmission Rates;
- 14 • EIM Benefits and Costs;
- 15 • California Trading Margins; and
- 16 • Cost of Wind Day Ahead Forecast Error.

17 We explain the resolution of each of these issues below.

18 **Q. Please summarize the remaining issues not addressed in this settlement.**

19 A. Issues related to PGE’s long term gas hedging proposal are not addressed in this Stipulation.

20 Based on the procedural schedule established in this docket, parties will file opening

1 testimony in response to PGE’s long term gas hedging proposal on August 12, 2016.<sup>1</sup> PGE  
2 will file rebuttal testimony on September 2, 2016.

## II. Stipulated Issues

### A. Expiration of the Portland Hydro Project Power Purchase Agreement (PPA)

3 **Q. What concerns regarding the expiration of the Portland Hydro Project PPA did**  
4 **parties identify?**

5 A. PGE has a PPA with the City of Portland for the output of the hydroelectric facilities on  
6 Reservoirs No. 1 and No. 2 on the Bull Run River (i.e., Portland Hydro Project). This PPA  
7 will expire on August 31, 2017, and after the contract’s expiration, parties correctly  
8 identified that PGE currently expects to receive a refund from the City of Portland.<sup>2</sup>  
9 However, the final amount and timing of the distribution will be uncertain until PGE reaches  
10 agreement on the final amount with the City of Portland after the PPA expires.

11 ICNU sought to include in the 2017 NVPC forecast the expected amount of revenues  
12 (i.e., refund) due to PGE as a result of the expiration of the PPA. Staff proposed that PGE  
13 defer any revenue received in 2017.

14 **Q. Have parties resolved this issue in this settlement?**

15 A. Yes. Parties agreed that the 2017 NVPC forecast in this docket will not reflect an  
16 assumption for the refund. However, costs in PGE’s 2018 NVPC forecast will reflect the  
17 assumption that PGE will receive a refund from the City of Portland in the amount of \$9.4

---

<sup>1</sup> In its opening testimony filed on June 20, 2016 CUB did address portions of PGE’s long term gas hedging proposal, but did not address the specifics of the proposed transaction discussed in PGE’s opening testimony filed on April 1, 2016 and supplemental testimony filed on June 3, 2016.

<sup>2</sup> This refund will result from the final settlement of a contract provision known as the Renewal and Replacement Fund.

1 million. If PGE receives an amount different from \$9.4 million in 2018 (or the year prior),  
2 PGE will include the difference, with interest, in PGE's 2019 NVPC forecast.

**B. PPA Price**

3 **Q. Please describe the issue with PGE's price assumption used for a PPA that is presently**  
4 **under negotiation (i.e., not yet executed).**

5 A. Both ICNU and Staff identified concerns with PGE's proposal to assume a non-binding  
6 price different from prevailing forward market curves for a new PPA that is presently in an  
7 "under negotiation" status. ICNU and Staff proposed modeling the new contract at a  
8 prevailing market rate in order to make ratepayers indifferent to whether PGE ultimately  
9 agreed to a new contract or purchased power from the market.

10 **Q. Have parties resolved this issue in this settlement?**

11 A. Yes. For settlement purposes, the Stipulating Parties have agreed that the price of the PPA  
12 addressed in Staff's and ICNU's testimony will be set at the offered Qualifying Facility  
13 (QF) indicative pricing in the relevant months that PGE would receive output under the  
14 terms of the new PPA.

15 **Q. Please describe in greater detail the price assumption agreed to by the Stipulating**  
16 **Parties.**

17 A. While PGE initially proposed a non-binding price of [REDACTED] for a new PPA with [REDACTED]  
18 [REDACTED] for the output from the [REDACTED], the Stipulating Parties have  
19 agreed that PGE will price the new PPA presently being negotiated with [REDACTED]  
20 at the offered QF indicative pricing for months [REDACTED].



**C. Boardman Rail Transportation Contracts**

1 **Q. Please describe the issue with the Boardman rail transportation contracts.**

2 A. In its initial NVPC forecast filed on April 1, PGE expected Boardman to be “out-of-the-  
3 money” for a major portion of the forecast period. However, PGE’s rail transportation  
4 contracts contain provisions for minimum delivery volume requirements and PGE is  
5 required to pay a shortfall tonnage rate (i.e., liquidated damages) as compensation for any  
6 undelivered rail traffic volume (i.e., shortfall tons).

7 To mitigate the costs associated with potential shortfall tons, PGE reduced Boardman’s  
8 dispatch cost by the shortfall rate, thereby increasing plant dispatch and coal burn.  
9 Additionally, in an effort to manage its coal inventory levels, PGE proposed modeling  
10 assumptions that (1) reduced the coal inventory at Boardman to 500,000 tons by the end of  
11 2017 (i.e., inventory drawdown), and (2) carried forward (i.e., “rolled over”) a larger amount  
12 of shortfall tons into 2017 than the amount of shortfall tons assumed to be carried forward  
13 into 2018.<sup>3</sup>

14 **Q. Did any of the parties express concerns about the modeling approach put forth by**  
15 **PGE?**

16 A. Yes. ICNU and Staff questioned the rollover tonnage assumption used by PGE in its  
17 modeling of Boardman coal usage. Staff also questioned the inventory drawdown  
18 assumption used by PGE. Staff proposed that PGE’s inventory stockpile be modeled  
19 without change from January 1, 2017 to December 31, 2017. Additionally, Staff proposed  
20 that PGE set rollover tonnage into 2017 and into 2018 equal to zero. ICNU proposed that  
21 PGE set rollover tonnage into 2017 equal to the rollover tons into 2018.

---

<sup>3</sup> Under PGE’s rail transportation contract with the BNSF Railway Company, PGE has the option to carry forward (i.e., “rollover”) shortfall tons if it cannot meet minimum shipment requirements in a given year.

1 **Q. Have parties resolved this issue in this settlement?**

2 A. Yes. For purposes of this docket, the rollover tons of coal from 2017 to 2018 will equal the  
3 rollover tons from 2016 to 2017. Additionally, power costs will use a coal inventory level  
4 of 82 days of burn as the year-end 2017 assumption.

**D. Coyote Forced Outage Rate**

5 **Q. Did any of the parties express concerns about the forecast of the Coyote Springs forced**  
6 **outage rate?**

7 A. Yes. Staff and ICNU questioned the inclusion of the extended outage experienced at the  
8 Coyote Springs plant in 2013 in PGE's calculation of the four-year rolling average used to  
9 determine the plant's forced outage rate in PGE's 2017 NVPC forecast. In place of PGE's  
10 calculation, Staff proposed a collar method be applied to Coyote Springs similar to that used  
11 for excluding outliers from coal plants' forced outage rates. ICNU proposed using the  
12 average equivalent forced outage rate over the four years 2011, 2012, 2014, and 2015 to  
13 calculate the Coyote Springs forced outage rate.

14 **Q. Have parties resolved this issue in this settlement?**

15 A. Yes. For purposes of this docket, the Stipulating Parties agreed that a forced outage rate of  
16 7.0% would be used for the Coyote Springs plant.

**E. Bonneville Power Administration (BPA) Transmission Rates**

17 **Q. What concerns did ICNU raise regarding the forecast for costs associated with BPA**  
18 **transmission rates?**

19 A. In PGE's NVPC forecast filed on April 1, PGE assumed a BPA transmission rate increase in  
20 the fourth quarter of 2017. PGE based its assumption for BPA Point-to-Point (PTP)

1 transmission rates on a reference case scenario analysis performed as part of a BPA-led  
2 initiative known as Focus 2028. At the time of PGE's filing on April 1, the scenario  
3 analysis from Focus 2028 was the most current information available to PGE. PGE based  
4 its forecast of the Scheduling, System Control, and Dispatch Service (SCD) rate on the  
5 current SCD rate multiplied by the average rate escalation for the seven BPA transmission  
6 rate case periods since fiscal year 2002.

7 Due to the uncertainty in the rate change attributable to BPA's upcoming rate case (i.e.,  
8 BP-18) ICNU questioned PGE's BPA transmission rate assumptions and proposed that PGE  
9 exclude a BPA transmission rate increase in the fourth quarter of the forecast period.

10 **Q. Have parties resolved this issue in the Stipulation?**

11 A. Yes. For settlement purposes, the parties agreed to reduce PGE's assumed BPA  
12 transmission rate increase by \$500,000.

**F. Remaining Issues in the Stipulation**

13 **Q. Please describe the remaining power cost issues that are resolved through this**  
14 **settlement.**

15 A. The remaining power cost issues that parties resolved as part of the settlement agreement  
16 include:

- 17 • **EIM Benefits and Costs:** CUB and Staff questioned PGE's proposal to exclude EIM  
18 benefits and costs from the NVPC forecast and proposed inclusion of a net benefit in the  
19 NVPC forecast. While CUB did not propose a specific value, Staff did propose the  
20 inclusion of a net benefit equal to \$635,000.
- 21 • **California Trading Margins:** ICNU and Staff questioned PGE's method for forecasting  
22 benefits attributable to trading activity at the California-Oregon border (COB). ICNU

1 proposed that PGE remove the restriction it had placed on the benefits of COB margins in  
2 the fourth quarter as a result of joining the EIM. Staff proposed that PGE include both  
3 purchases and sales in the calculation of the COB trading margin and value the margin as  
4 the absolute price difference between the COB and the Mid-C forward price curves.

- 5 • **Cost of Wind Day Ahead Forecast Error:** CUB recommended denying PGE's update  
6 to its cost of wind day ahead forecast error on the basis that PGE's update contained a  
7 modeling enhancement and, therefore, was not allowed as part of an AUT filing.

8 **Q. How have parties resolved these issues in this settlement?**

9 A. For settlement purposes, PGE's method for forecasting California trading margins will not  
10 change, and the cost of wind day ahead forecast error will be consistent with the cost  
11 included in PGE's NVPC forecast filed on April 1, 2016. However, test year power costs  
12 will include an EIM benefit of \$1,011,000 and an EIM cost of \$1,011,000. Additionally,  
13 PGE will complete an EIM cost-benefit study to be used in its 2018 AUT filing.<sup>4</sup>

---

<sup>4</sup> PGE also agrees to not file for deferred accounting for the incremental costs associated with performing the study.

### III. Recommendation to the Commission

1 **Q. What is your recommendation to the Commission regarding the adjustments contained**  
2 **in the Stipulation?**

3 A. The Stipulating Parties recommend and request that the Commission approve these  
4 adjustments. Based on careful review of PGE's, OPUC Staff's, CUB's, and ICNU's filings;  
5 consideration of the documentation provided in PGE's Minimum Filing Requirements  
6 (MFRs); thorough discovery conducted by parties in UE 308 including approximately 35  
7 data requests focused on power cost issues other than PGE's long-term gas hedge proposal;  
8 and thorough discussion of the issues during the settlement conferences, we believe the  
9 proposed adjustments represent appropriate and reasonable resolutions to all issues in this  
10 docket except for PGE's long-term gas hedge proposal. Rates reflecting these adjustments  
11 will be fair, just, reasonable, and provide PGE with adequate revenues consistent with the  
12 standard in ORS 756.040.

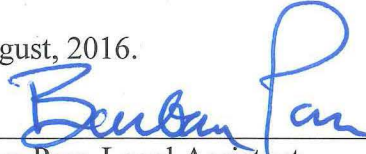
13 **Q. Does this conclude your testimony?**

14 A. Yes.

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the confidential page of the Joint Stipulation Testimony in Docket UE 308 upon the parties shown below by mailing copies via First Class Mail, postage prepaid.

Dated at Portland, Oregon, this 18<sup>th</sup> day of August, 2016.



Barbara Parr, Legal Assistant  
Portland General Electric Company  
121 SW Salmon Street, 1WTC1301  
Portland, Oregon 97204  
(503) 464-8872(Telephone)  
(503) 464-2200 (Facsimile)  
[Barbara.parr@pgn.com](mailto:Barbara.parr@pgn.com)

### UE 308 SERVICE LIST

MICHAEL GOETZ  
CITIZENS' UTILITY BOARD OF OREGON  
610 SW BROADWAY STE 400  
PORTLAND OR 97205

ROBERT JENKS  
CITIZENS' UTILITY BOARD OF OREGON  
610 SW BROADWAY STE 400  
PORTLAND OR 97205

BRADLEY MULLINS  
MOUNTAIN WEST ANALYTICS  
333 SW TAYLOR STE 400  
PORTLAND OR 97204

TYLER C PEPPLER  
DAVISON VAN CLEVE, PC  
333 SW TAYLOR STE 400  
PORTLAND OR 97204

S. BRADLEY VAN CLEVE  
DAVISON VAN CLEVE, P.C.  
333 SW TAYLOR STE 400  
PORTLAND OR 97204

DOUGLAS C TINGEY  
PORTLAND GENERAL ELECTRIC  
121 SW SALMON 1WTC1301  
PORTLAND OR 97204

JAY TINKER  
PORTLAND GENERAL ELECTRIC  
121 SW SALMON ST 1WTC-0306  
PORTLAND OR 97204

STEPHANIE S. ANDRUS  
DEPARTMENT OF JUSTICE  
BUSINESS ACTIVITIES SECTION  
1162 COURT ST NE  
SALEM OR 97301-4096

JOHN CRIDER (C)  
PUBLIC UTILITY COMMISSION OF  
OREGON  
PO BOX 1088  
SALEM OR 97308-1088