

**PUBLIC UTILITY COMMISSION OF OREGON
AHD REPORT
PUBLIC MEETING DATE: October 10, 2019**

REGULAR ___ **CONSENT** **X** **RULEMAKING** ___ **EFFECTIVE**
DATE _____

DATE: October 1, 2019

TO: Public Utility Commission

FROM: Nolan Moser **SIGNED**

SUBJECT: PUBLIC UTILITY COMMISSION OF OREGON (Docket No. UM 1586) – Approval of an Amendment the Multi-State Process Third Amended and Restated Intervenor Funding Agreement

RECOMMENDATION:

Approve the amendment to Multi-State Process Third Amended and Restated Intervenor Funding Agreement as set forth in Attachment A.

DISCUSSION:

On December 20, 2018, the parties¹ to the Second Amended and Restated Multi-State Process Intervenor Funding Agreement (MSPIFA) submitted a revised MSPIFA to further extend the effect of the agreement. The Commission approved the amended MSPIFA effective as of January 1, 2019, until December 31, 2019, unless terminated earlier under the terms of the agreement. On September 26, 2019, the parties to the MSPIFA filed an amendment to increase the funds available to the Alliance of Western Energy Consumers (AWEC) and the Oregon Citizens' Utility Board (CUB) by a total of \$7,500 each to account for the increased costs of participation in multi-state process (MSP) during this current term.

The MSPIFA provides funding for the Oregon Citizens' Utility Board's (CUB) and the Alliance of Western Energy Consumers' (AWEC) (formerly known as the Industrial Customers of Northwest Utilities) participation in on-going efforts to address how system costs are apportioned among PacifiCorp's six-state territory. The MSPIFA includes two funds, a CUB MSP Fund and an AWEC MSP Fund, each providing \$45,000 annually. This amendment increases the amount available to CUB

¹ The parties to the agreement are PacifiCorp, dba Pacific Power; the Oregon Citizens' Utility Board; and the Alliance of Western Energy Consumers, formerly known as the Industrial Customers of Northwest Utilities.

and AWEC to \$52,500 each for this term. CUB and AWEC may apply for an MSP Fund Grant from their respective MSP Fund to pay for eligible expenses, which are defined as fees and expenses directly attributable to MSP activities, such as attorney and consultant fees and travel expenses.

The MSPIFA allows PacifiCorp to recover in rates all amounts paid for MSP Grants authorized by the Commission. The parties to the MSPIFA agree that CUB MSP Fund Grants should be allocated to and paid by the residential customer class, and AWEC MSP Fund Grants should be allocated to and paid by the industrial customer class.

I recommend the Commission find that the amendment to the Multi-State Process Third Amended and Restated Intervenor Funding Agreement serves customers and is in the public interest. The MSPIFA is authorized by ORS 757.072, which allows energy utilities to enter into agreements for the financial assistance to organizations representing broad customer interests in Commission proceedings. The Commission should approve the amendment to the current MSPIFA under ORS 757.072 to allow the provision of financial assistance agreed to by the signatories.

PROPOSED COMMISSION MOTION:

The Commission approve the amendment to the Multi-State Process Third Amended and Restated Intervenor Funding Agreement set forth in Attachment A.

**AMENDMENT TO THE THIRD
AMENDED AND RESTATED INTERVENOR
FUNDING AGREEMENT**

This Amendment ("Amendment") to the Multi-State Process ("MSP") Third Amended and Restated Intervenor Funding Agreement (the "Agreement"), effective upon approval by the Oregon Public Utility Commission ("Commission") (the "Effective Date"), is by and among PacifiCorp ("PacifiCorp"), an Oregon corporation; the Oregon Citizens' Utility Board ("CUB"), an Oregon nonprofit corporation; and the Alliance of Western Energy Consumers ("AWEC"), an Oregon nonprofit corporation (collectively, the "Parties"). All capitalized terms not defined herein have the meanings given to them in the Agreement.

RECITALS

WHEREAS, ORS 757.072 allows public utilities to enter into written agreements with an organization that represents broad customer interests in regulatory proceedings conducted by the Commission relating to public utilities that provide electricity or natural gas; and

WHEREAS, the Parties entered into the Agreement on January 1, 2019, which was subsequently approved by the Commission on January 16, 2019; and

WHEREAS, the Agreement provides \$45,000 each for CUB and AWEC to participate in MSP Activities during the Agreement's Term; and

WHEREAS, the Parties recognize MSP Activities during the Term have become more time-consuming and costly than initially expected; and

WHEREAS, to account for the increased cost of participation in MSP Activities during the Term, the Parties wish to amend the Agreement, pursuant to Section 9.9, to increase the CUB and AWEC MSP Funds by a total of \$7,500 each;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Article 1 – Scope

1.1 Amendment

Section 4.2 of the Agreement is hereby amended as follows: PacifiCorp shall establish a separate CUB MSP Fund and AWEC MSP Fund, from which PacifiCorp can make MSP Fund Grants to each organization under this Agreement (collectively, the “MSP Funds”). For the Term of this Agreement, \$52,500 shall be made available in the CUB MSP Fund and \$52,500 shall be made available in the AWEC MSP Fund (the “Annual MSP Grant Amounts”). The Annual MSP Grant Amounts captured below reflect the \$7,500 increase above the \$45,000 initially made available to both CUB and AWEC in the initial Agreement.

CUB	\$52,500
AWEC	\$52,500

1.2 Continuation of Agreement

Except as otherwise provided in Section 1.1, above, all other provisions of the Agreement shall remain unchanged and in full force and effect.

Article 2 – Miscellaneous

2.1 Dispute Resolution

The Parties agree to confer and make a good faith effort to resolve any dispute arising under this Amendment before bringing an action or complaint to the Commission or any court with respect to such dispute.

2.2 Parties' Cooperation and Support

The Parties shall file this Amendment with the Commission. The Parties agree to support this Amendment before the Commission and before any court in which the Amendment is considered. The Parties agree to support the Commission's adoption and issuance of rules necessary to implement the terms of this Amendment.

2.3 Enforcement

The Parties agree that the Commission may enforce the terms of this Amendment in the same manner as the enforcement of a Commission order. To the extent the Commission lacks authority to enforce or compel performance of particular terms of this Amendment, the Parties may seek enforcement in a court of competent jurisdiction of the State of Oregon. The jurisdiction over this Amendment of the Commission and the courts in the State of Oregon shall be exclusive.

2.4 Counterparts

This Amendment 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 only one agreement.

2.5 Successors

The terms and provisions of this Amendment and the respective rights and obligations of the Parties under this Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors, including a successor created by the corporate renaming of any Party.

2.6 No Assignment

The benefits and obligations of this Amendment may not be assigned or transferred without the written consent of each of the other Parties and Commission approval.

2.7 Jury Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AMENDMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

2.8 Governing Law

This Amendment shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of choice of law.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

PACIFICORP

By:  Etta Lockey

Title: VP, Regulation

OREGON CITIZENS' UTILITY BOARD

By: _____

Title: _____

ALLIANCE OF WESTERN ENERGY
CONSUMERS

By: _____

Title: _____

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PACIFICORP

By: _____
Title: _____

OREGON CITIZENS' UTILITY BOARD

Michael P. Goetz 9/23/19
By: Michael Goetz
Title: General Counsel

ALLIANCE OF WESTERN ENERGY
CONSUMERS

Tyler Peppke
By: Tyler Peppke
Title: Attorney