

1 **BEFORE THE PUBLIC UTILITY COMMISSION**
2 **OF OREGON**

3 UE 394

4 In the Matter of
5 PUBLIC UTILITY COMMISSION OF
6 OREGON,
7 Investigation into the Treatment of Network
8 Upgrade Costs for Qualifying Facilities.

PROPOSED PROCESS TO CONDUCT
REVENUE REQUIREMENT/RATE SPREAD
SCENARIOS

9 On July 12, 2021, the administrative law judge (ALJ) issued a prehearing conference
10 memorandum ordering the parties address the process for running revenue requirement and rate
11 spread scenarios after the close of the record. The ALJ stated that “[s]pecifically, the
12 Commission seeks to put a process in place under which certain, limited company staff would be
13 designated to run scenarios identified by the Commission or ALJ after the close of the record for
14 purposes of assisting the Commissioners assess the impact of potential decisions. At the
15 procedural conference, parties should also be prepared to discuss the safeguards that should be
16 implemented within that process, including the use of a non-disclosure agreement.¹ On August
17 3, 2021, the ALJ issued a Prehearing Conference Memorandum specifying that the Proposal for
18 Process to Conduct Revenue Requirement/Rate Spread Process Scenarios is due on August 30,
19 by 3 p.m. Staff obtained an extension of this filing date to September 13, 2021.

20 Staff has discussed the process described by the ALJ with Portland General Electric
21 Company (“PGE”) on several occasions. PGE provided Staff with a “Services Agreement” for
22 signature by a representative of the Commission and a representative of PGE setting forth the
23 requirements associated with the Commission’s use of PGE employees for modeling. Under the
24 Services Agreement, PGE would make two employees available for the scenario modeling for 20
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¹ July 12, 2021 Memorandum.

1 business days while the case is under advisement. The 20 days can be non-consecutive. The
2 other terms to which PGE is willing to agree are included in the draft Services Agreement.

3 **CONCLUSION**

4 A proposed Services Agreement that would allow PGE employees to conduct Revenue
5 Requirement/Rate Spread Scenario modeling after the case is under advisement is attached to
6 this filing.

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8 DATED this 13th day of September 2021.

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Respectfully submitted,

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ELLEN F. ROSENBLUM
Attorney General

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/s/ Stephanie Andrus

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Sr. Assistant Attorney General
Of Attorneys for Staff of the Public Utility
Commission of Oregon

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Services Agreement

This services agreement (this “Agreement”) sets forth the terms and conditions whereby Portland General Electric Company (“Company” or “PGE”) with offices located at 121 Southwest Salmon Street, Portland, Oregon 97204 will make available to the Public Utility Commission of Oregon (“Commission”) with offices at 201 High Street Southeast, Suite 100, Salem, Oregon 97301, two Company employees for the purposes of performing modeling runs in connection with Company’s 2022 General Rate Revision, Docket UE 394.

1. **Description of the Services.** Company shall provide the following services to the Commission (“Services”):
 - a. Company will make available two employees familiar with Company’s revenue requirement and pricing models.
 - b. Company will make these employees available to the Commission during the time period that the case is under advisement by the Commission for a non-consecutive period of twenty business days or less.
 - c. Company shall direct the employees to perform the analysis requested by the Commission or Administrative Law Judge (“ALJ”).
 - d. Company shall furnish the equipment and software required for the employees to perform the requested analysis.
2. **Term.** The term of this Agreement shall commence on the date that the case is under advisement by the Commission and expire on the date of a final order by the Commission in Docket UE 394 unless earlier terminated in accordance with the terms of this Agreement.
3. **Use.** The Commission intends to use the analysis performed under this Agreement for illustrative purposes only, and not as evidence in Docket UE 394.
4. **Employees.** The designated employees will remain PGE employees and will not be considered employees of the Commission for any purpose whatsoever.
5. **Compliance.** Company shall ensure, to the maximum extent permitted by law, that the designated employees perform the analysis requested by the Commission or ALJ in accordance with high professional standards and diligence. Company shall not be liable to the Commission for the analysis performed under this Agreement.
6. **Limitation.** During the Term Company shall not ask or otherwise require the designated employees to disclose the details of the analysis requested by the Commission or ALJ.
7. **Preservation of Rights.** Nothing in this Agreement is or should be construed as a waiver of Company’s rights granted under law or by Commission rules.
8. **Termination.** The Commission may, by a written notice to Company, terminate this Agreement at any time with or without cause prior to the completion of the Services.
9. **Notice.** All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given: (i) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by, if delivered by courier, the records of such courier), (ii) if mailed, on the date of delivery as shown by the return receipt, (iii) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices must be sent to the addresses set forth below by a party’s signature or to such other addresses as a party may from time to time specify by notice pursuant hereto.
10. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of the State of Oregon without regard to choice-of-law principles.
11. **Assignment.** Company may not assign this Agreement or the underlying Services, in whole or in part, and may not subcontract any portion of this Agreement or the underlying Services, without the Commission’s prior written consent.
12. **Amendments.** All amendments to this Agreement shall be in writing, signed by both parties.
13. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to create any liability to or any benefit for any person not a party to this Agreement.

- 14. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter covered herein and cancels and supersedes all previous agreements between the parties relating to the subject matter covered herein.
- 15. Attorneys' Fees.** In the event of any legal action arising out of or related to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, including attorneys' fees incurred at the trial or appellate level, in an arbitration, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or application), or otherwise.

The parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

PORTLAND GENERAL ELECTRIC COMPANY

PUBLIC UTILITY COMMISSION OF OREGON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____