



DEPARTMENT OF JUSTICE
GENERAL COUNSEL DIVISION

July 14, 2015

Public Utility Commission of Oregon
Attn: Filing Center
201 High Street S.E.
PO Box 1088
Salem, Oregon 97308-1088

Re: Fourth Supplemental Filing of Advice No. 15-09, Rule C Customer Attachment to
Facilities
DOJ File No. 734700-GG1408-13

The Department of Justice represents the Department of Transportation (ODOT) in the above-referenced matter. Although Portland General Electric (PGE or Company) has revised its filing, ODOT continues to have objections related to cost responsibility for work performed during non-Scheduled Crew hours and cost responsibility for relocating utility facilities on ODOT's right-of-way.

Enclosed with this letter is a copy of ODOT's edits to the Company's Fourth Supplemental Filing of Advice. ODOT describes those edits below using the numbering that the Company used in its July 1, 2015, letter that accompanied the Fourth Supplemental Filing of Advice No. 15-09.¹

Tariff changes

2) Cost Responsibilities – Section 7 (A)

ODOT objects to the Company's tariff because it calls for payments in advance. Oregon Accounting Manual Internal Control, Sections 116 and 119 prohibit the payment for goods or services that have not been received.

3) Requirements for Public Works Projects 7 (B) (D) (1) and (2)

The revised tariff provides that the Company will perform overall work during Scheduled Crew hours, excluding load transfers, unless applicable regulations or ordinances specify otherwise. While ODOT is committed to coordinating with the Company regarding scheduling work, work must be performed during the hours specified in the ODOT permit.

¹ The revised tariff contains a Scriver's error at Rule 7.B.(1) where it incorrectly refers to the State Transportation Improvement Plan (STIP) as the System Transportation Improvement Plan

ODOT added language to the tariff that work is to be performed during Scheduled Crew hours unless the ODOT permit specifies otherwise.

ODOT deleted language that refers to the planning and coordination requirement in ORS 758.025. The tariff already refers to applicable statutes so the language is unnecessary. If the tariff is to include terms from ORS 758.025, then the tariff needs to include all material terms of that statute.

4) Cost responsibilities – Section 7 (B) 4 and 7 (A)

ODOT added ODOT permits to the list of sources that may specify cost responsibility where the requesting party is asking for the relocation of facilities.

5) Exceptions to General Rule – Sections 7(D) 1 and 2

The revised tariff would make ODOT responsible for all costs plus loadings, for all work performed outside Scheduled Crew hours. The Company must perform work during the hours specified in the ODOT permit and ODOT is not responsible for any additional costs that the company may incur. ODOT added language to the tariff that work is to be performed under the terms specified in the ODOT permit.

ODOT understands that this advice filing is on the Public Utility Commission's public meeting agenda for August 11, 2015. ODOT does not believe that this is a matter that should be resolved at a public meeting. If ODOT is not able to resolve its differences with the Company by July 28, 2015, ODOT will request a contested case hearing.

Sincerely,



David B. Hatton
Senior Assistant Attorney General
Government Services Section

7. Relocation, Removal, or Rearrangement of Facilities

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A. Generally

Unless the terms of a franchise agreement, ~~or permit~~ specifies otherwise, any relocation, removal or rearrangement of Facilities requested by a party, including but not limited to builders, developers, Customers or Customers' agents, that will be performed by the Company at the requesting party's expense even if the relocation, removal or rearrangement will be necessary to meet the requirements of the requesting party's permit from the governmental entity with jurisdiction over the project. Unless the Company believes good cause has been shown for a different timing for payment, the Company requires advance payment of a sum equal to the estimated original cost of any installed Facilities to be removed, less estimated salvage and less depreciation, plus estimated removal cost, plus any operating expense associated with the removal, rearrangement or relocation.

B. Public Works Project

The Company will bear the cost for relocation, rearrangement or removal of Facilities within the public right-of-way under the following circumstances unless ~~an a state statute, regulation, ODOT permit, city ordinance, state law or regulation,~~ a franchise agreement, or other private agreement specifies different cost responsibilities:

- 1) The relocation, removal or rearrangement meets the definition of a qualifying Public Works Project. A qualifying Public Works Project is defined as a project or improvement that: (a) is located on, or requires changes to, the public right-of-way, or on land that will be dedicated as public right-of-way as part of the governmental approval process; and (b) meets one or both of the following criteria: (i) the majority of the funding for the project or improvement will come from governmental sources, including but not limited to system development charges paid to the local government entity and used as a credit toward the cost of the project or improvement; or (ii) the project or improvement is included in a ten year master plan, transportation systems plan, or comprehensive plan or ~~System~~ State Transportation Improvement ~~Plan~~ Program (STIP) adopted or approved through a public process by the governmental entity having jurisdiction over the public right-of-way.

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- 2) ~~The governmental entity having jurisdiction over the public right-of-way has coordinated with the Company and discussed the Public Works Project's scope and schedule in accordance with ORS 758.025;~~
- 3) The Company's overall project can generally be scheduled during Scheduled Crew Hours (excluding load transfers which may need to be performed outside of normal work hours) unless applicable state statutes, regulations, the ODOT permit or city ordinances specify otherwise; and
- 4) If the Public Works Project requires the Company to relocate all or part of the same Facilities relocated for a prior Public Works Project within two years of the relocation request or order for such prior Public Works Project, then Section (7)(A) will apply to the cost of the relocation related to the subsequent Public Works Project unless an applicable franchise agreement, state statute, or regulation, ODOT permit, or city ordinance specifically states different cost allocations, or the relocation is necessitated by an event or circumstance beyond the reasonable control of the requester, including but not limited to Acts of God, earthquake, severe storm, flood, or other natural disaster.

C. **Easement**

Notwithstanding any language in this Rule to the contrary, the requesting party will bear the costs for permanently relocating Facilities that at the time of the request are located on a private easement granted to the Company or governed by some other private right granted to or obtained by the Company, regardless of status as qualifying Public Works Project or otherwise. A public utility easement ("PUE") for the use of public utility facilities that is granted to or managed by a city is not a private easement for the purposes of this Section C.

D. **Exception to General Rule in Section 7.A.**

- (1) If the necessary work can be performed by Company crews in a single trip to the requesting party's Premises during Scheduled Crew Hours (7:00 a.m. to 3:30 p.m., Monday through Friday, except Company recognized holidays) and subject to subsection (D)(2) below, the Company will bear the cost of relocation, rearrangement, or removal of overhead or underground Facilities on or adjacent to the Premises under any one of the five circumstances listed below:

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- a. Such Facilities are idle, meaning not receiving Electricity Service for more than six months, except in the case of conversion from overhead to underground service; or
 - b. The location of such Facilities in the street area deprives the requesting party of reasonable ingress to or egress from the Premises, provided such Facilities are not on a property line or a property line extended plus or minus one foot. Generally, one driveway is considered reasonable ingress or egress; or
 - c. Such Facilities occupy space on the requesting party's Premises that will be used for an expansion of the requesting party's building or plant. In these cases, the Line Extension Allowance will apply for the expansion. Such line extension will be based on the annual kilowatt hours to be served by the Company at the rate listed in Rate Schedule 300. The Customer will bear the costs exceeding the Line Extension Allowance; or
 - d. The purpose is to relocate a meter to a more accessible location approved by the Company; or
 - e. Relocation of a service drop is the only work requested, subject to additional cost allocations specified in Rule I.
- (2) All work must be performed by the Company crews during Scheduled Crew Hours as specified in Section (D)(1) above, unless applicable state statutes, regulations, ODOT permits or city ordinances specify otherwise, and if other than Scheduled Crew Hours are requested, the requesting party must pay for all costs plus loadings incurred by the Company due to the work being performed in other than Scheduled Crew Hours unless applicable state statutes, regulations, ODOT permits or city ordinances specify otherwise.

E. **Underground Conversions**

For underground conversions (i.e. overhead Facilities converted to underground facilities), unless OAR 860-022-0046 applies and the Company is required to collect the conversion costs from customers in accordance with the rule, the requesting party is also responsible for the conversion costs as that term is defined in OAR 860-022-0046.

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Advice No. 15-09
Issued July 1, 2015
James F. Lobdell, Senior Vice President

Effective for service
on and after August 12, 2015

F. **Temporary Relocations**

The requesting party will bear the costs of the temporary relocation when, for clearance reasons or otherwise, the Company is required to temporarily move its Facilities, either because the Company cannot move its Facilities to the new permanent placement or the Facilities will be returned to their former location at a later point in time, unless a private agreement specifies different cost responsibilities or Section B applies. A temporary relocation is defined as one where the Company expects at the time of the request or order that the initial relocation will be temporary and the Facilities will be subsequently moved to a permanent location.

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8. **Service Restoration**

A. **Generally**

During a major outage due to events such as a major storm, the Company will follow priorities for service restoration as provided below. These restoration procedures are followed in order to restore service to the greatest number of Customers as quickly as possible with special consideration given to Customers that are critically essential to public welfare.

The Company maintains a list of critical Customers such as hospitals, airports, 911 dispatch centers, fire and police stations, water and sewage treatment plants, radio and television stations, newspapers and telephone exchanges. The Company will then repair other main distribution lines.

B. **Service Priority**

The priorities for service restoration are generally as follows:

1) **Protect Public Safety**

The Company will clear downed power lines and ensure that Facilities such as hospitals, fire and police departments, and utilities have power.

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2) **Repair Transmission Lines to Substations**

The Company will first make the necessary repairs to the transmission system connecting generation facilities to substations in order to ensure system stability. The Company will then make the necessary repairs to transmission lines, substations, and distribution facilities that connect substations to critical Customers. Next, the Company will continue to repair remaining transmission lines and substations after service is restored to critical Customers' service addresses.

3) **Repair Substations**

The Company will repair substations making it possible to restore service to large numbers of Customers.

4) **Repair Distribution Lines**

The Company will repair distribution lines serving critical Customers as well as lines that may be blocking streets or highways.

5) **Repair of Tap Lines**

After the Company repairs distribution lines, it will repair tap lines that serve smaller groupings, such as Residential Customers.

6) **Repair of Individual Service Connections**

The Company will repair individual service connections last. If Customer-owned equipment has been damaged, such as the meter base, a licensed electrician must repair it before the Company can restore service. Such repairs are the responsibility of the Customer.

C. **Other**

The Company will not give priority restoration to any Customer, non-utility generator or ESS, but will employ the above process over the Company's entire territory served.

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RULE C (Concluded)

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of July 2015, I served a copy of the foregoing by causing a copy thereof to be sent by electronic mail to the parties listed below.

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