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November 1, 2006

***Via Electronic Filing and U.S. Mail***

Oregon Public Utility Commission  
Attention: Filing Center  
PO Box 2148  
Salem OR 97308-2148

Re: UE 180, UE 181 AND UE 184

Attention Filing Center:

Enclosed for filing in the above-captioned dockets are:

- **SETTLEMENT AGREEMENT & STIPULATION REGARDING STREETLIGHT SERVICE AND CRITICAL ACCOUNT PRIORITY ISSUES (INCLUDING SIGNATURE PAGES FROM PGE, LEAGUE OF OREGON CITIES, CITY OF GRESHAM, AND CITY OF PORTLAND); and**
- **JOINT PARTY TESTIMONY (PGE-COP/COG/LOC/100) (CODY-PETERS, HARRIS-FOGUE/1).**

These documents are being filed by electronic mail with the Filing Center.

An extra copy of this cover letter is enclosed. Please date stamp the extra copy and return it to me in the envelope provided.

Thank you in advance for your assistance.

Sincerely,

DOUGLAS C. TINGEY

DCT:jbf  
enclosures  
cc: UE 180, 181 and 184 Service List (w/enclosure)



**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UE 180/ UE 181/ UE 184

In the Matter of	)	
	)	
PORTLAND GENERAL ELECTRIC COMPANY	)	
	)	
Request for a General Rate Revision (UE 180),	)	
_____	)	
In the Matter of	)	SETTLEMENT AGREEMENT &
	)	STIPULATION REGARDING
PORTLAND GENERAL ELECTRIC COMPANY	)	STREETLIGHT SERVICE AND
	)	CRITICAL ACCOUNT
	)	PRIORITY ISSUES
Annual Adjustments to Schedule 125 (2007 RVM Filing)	)	
	)	
_____ (UE 181),	)	
	)	
In the Matter of	)	
	)	
PORTLAND GENERAL ELECTRIC COMPANY	)	
	)	
Request for a General Rate Revision relating to the Port Westward Plant	)	
	)	
_____ (UE 184).	)	

This Settlement Agreement and Stipulation Regarding Streetlight Service and Critical Account Priority Issues (“Stipulation”) is by and between Portland General Electric Company (“PGE”), the League of Oregon Cities (“League”), the City of Portland, and the City of Gresham (collectively, the “Stipulating Parties”). The League, City of Portland, and City of Gresham are referred to herein collectively as the “Cities.”

## I. INTRODUCTION

On March 15, 2006, PGE filed Advice No. 06-8 for a general rate revision to increase its retail rates. The filing was based on a projected test year of 2007 and was docketed as UE 180. The advice filing was suspended by the Commission, and on April 4, 2006, the Administrative Law Judge held a Prehearing Conference and established a procedural schedule. On April 24, 2006, PGE filed Advice No. 06-10, to reflect in rates the Port Westward generation plant when it comes into service for customers, currently anticipated to be March 2007. That filing was docketed as UE 184, and was also suspended by the Commission. Dockets UE 180, UE 184 and UE 181 (PGE's 2007 RVM filing), have all been consolidated.

The Cities filed direct and sur-rebuttal testimony regarding various issues related to (1) streetlight maintenance and energy supply ("Streetlight Service"), and (2) identifying and refreshing PGE's lists of designated critical accounts, facilities and Consumers maintained in connection with its current Rule C protocols governing service restoration priority and exposure to curtailment during system emergencies ("Critical Account Priority"). PGE responded to the Cities' testimony with its own rebuttal and sur-surrebuttal testimony. No other party addressed Critical Account Priority or Streetlight Service issues in testimony. Settlement discussions regarding Critical Account Priority and Streetlight Service issues were held on October 9 and 20, 2006.

As a result of those settlement discussions, the Stipulating Parties have agreed to the terms and adjustments set forth below to settle all Critical Account Priority and Streetlight Service issues raised in this proceeding. The Stipulating Parties will submit this Stipulation to the Commission and request that the Commission adopt an order in this docket implementing the

following provisions.

## II. TERMS OF SETTLEMENT AGREEMENT AND STIPULATION

1. This Stipulation is entered into for purposes of compromising and settling all issues raised by the Cities in this docket with the exception of those issues identified in COP/100/Jubb.

2. Designation and Maintenance of Lists of Critical Accounts and Associated Contact Information for Purposes of Service Restoration Priorities

PGE's municipal customers directly responsible for public safety or emergency response functions will provide PGE with lists of critical accounts for facilities they deem necessary to protect public safety, health and welfare and which will also be considered critical Consumers under PGE's current Rule C. PGE's municipal customers submitting lists of critical accounts will provide PGE name(s) and 24-hour contact information (cell phone, pager or 24x7 dispatch center phone number) for city personnel assigned to each account for service restoration coordination purposes under Rule C. PGE will provide its municipal customers with the name of at least one individual at PGE responsible for coordinating service restoration for each account under Rule C, and 24-hour contact information (cell phone or pager) for such individual(s). Both PGE and PGE's municipal customers will have a continuing responsibility to notify each other if there are any changes in critical account and associated contact information previously submitted to the other party, and to work together to resolve any questions regarding the critical nature of any account. PGE will meet with the League and any of PGE's interested municipal customers for the purposes of developing protocols and procedures sufficient to ensure that PGE and its municipal customers each can continue to meet their obligations to update and maintain the

accuracy of all information required or intended to be exchanged in connection herewith.

3. Streetlight Maintenance Costs: The Stipulating Parties agree that PGE will use \$2,646,000 as the allocated test year street and area lighting maintenance costs to determine the charge for service under Schedule 91.

4. Streetlight Operating Hours: The Stipulating Parties agree that PGE will set operating hours under Schedule 91 to 4,100 per year and will use this number of hours in the determination of relevant Schedule 91 energy charges. The City of Portland may perform a streetlight operating hours study at its cost. The City of Portland and PGE agree to consult on the requirements for a statistically valid operating hours study.

5. Metering of New Option C Lights: PGE agrees to withdraw its proposal to meter new Option C streetlights, and to continue to use its existing Rules to enforce prohibitions on diversion of power.

6. Maintenance of Option B Luminaires: The Stipulating Parties agree to work together to develop and submit to the Commission tariff provisions that allow each municipality served by PGE the option of (i) converting its existing Option B luminaires to Option C luminaires and (ii) using its own qualified personnel, or qualified personnel hired by or working on its behalf, to maintain its Option C lights attached to PGE-owned poles. Notwithstanding the foregoing, these conversion and self-maintenance rights shall be subject to the following requirements:

- a. A municipality must convert all of its current Option B luminaires to Option C luminaires at one time and may only do so if it provides notice to PGE sufficiently in advance of such conversion so as to allow PGE to manage its workforce and modify its records. Additionally, all new luminaires installed by a municipality after exercise

of the one-time conversion option must be either Option C or Option A luminaires. As Option C luminaires, PGE will not be obligated to provide any maintenance of them. Prior to or upon conversion, a municipality must notify its residents that street light maintenance/repair issues are to be directed to the municipality and not PGE.

- b. All personnel or contractors employed by a municipality to maintain streetlights located on PGE-owned poles must be qualified to perform such maintenance services in a manner consistent with applicable codes and safety requirements.
  1. Qualified workers must perform the work in compliance with the applicable requirements of OSHA, OPUC Safety Rules, the NESC and/or NEC. A "Qualified Worker" means one who is knowledgeable about the construction and operation of the electric power generation, transmission, and distribution equipment as it relates to his or her work, along with the associated hazards, as demonstrated by satisfying the qualifying requirements for a "qualified person" or "qualified employee" with regard to the work in question as described in 29 CFR 1910.269 effective January 31, 1994, as it may be amended from time to time. In this case, a Qualified Worker will be a journeyman lineman, or someone who has the equivalent training, expertise and experience to perform journeyman lineman work.
  2. To the extent permitted by the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, a municipality shall hold PGE harmless and indemnify it for any personal injury, property damage or damage to PGE's electrical system that is caused by the acts or omissions of the municipality's officers, employees, contractors or agents performing streetlight

maintenance for the municipality on PGE-owned poles. PGE shall be named an additional insured on applicable insurance policies of contractors used by the municipality to perform streetlight maintenance work.

- c. The municipality and PGE must develop appropriate procedures to maintain accurate records of streetlight and pole ownership, lamp wattages, communications protocols with PGE and related information necessary for accounting, billing and mapping purposes.
- d. The OPUC must affirm that any service disturbance or any violation of OPUC safety rules caused by the municipality or an agent of the municipality working on streetlights will not be counted against PGE as a service quality incident for purposes of Service Quality measurements.
- e. If in the future, a municipality seeks to convert Option C luminaires on PGE-owned poles back to Option B luminaires and service of such luminaires under Option B is available, the municipality must convert all such Option C luminaires located on PGE-owned poles back to Option B. Prior to reconversion PGE will, at the municipality's cost, determine if the luminaires have been maintained in an acceptable manner and maintenance has not been deferred. If the luminaires have not been properly maintained PGE will charge the municipality the cost of any corrective maintenance required to bring the luminaires up to PGE standards. Prior to reconversion the municipality must provide sufficient notice to PGE to allow it to manage its workforce and modify its records.

7. The Stipulating Parties agree that this Stipulation is in the public interest and will produce rates, terms and conditions in connection with the Critical Account Priority and

Streetlight Service issues addressed herein that are fair, just and reasonable.

8. The Stipulating Parties agree that they will support and cooperate in the filing of a motion or motions to admit into the record of this proceeding all testimony previously submitted in this matter dealing with Critical Account Priority and Streetlight Service issues.

9. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR § 860-14-0085. The Stipulating Parties agree to support this Stipulation throughout this proceeding and in any appeal, provide witnesses to sponsor this Stipulation at the hearing, and recommend that the Commission issue an order adopting the settlements and affirming the use of the stipulated facts contained herein. The Stipulating Parties also agree to cooperate in drafting and submitting the explanatory brief or written testimony required by OAR § 860-14-0085(4).

10. If this Stipulation is challenged by any other party to this proceeding, or any other party seeks a resolution of the Critical Account Priority or Streetlight Service issues in this docket that departs from the terms of this Stipulation, the Stipulating Parties agree to cooperate in the cross-examination of witnesses and the presentation of a unified, jointly supported case; provided, however, that the Stipulating Parties agree that each Party reserves the right to cross-examine witnesses and put into the record such evidence as it deems appropriate to respond fully to the issues presented or portion of the Stipulation being challenged, including the right to raise issues that are incorporated in the settlements embodied in this Stipulation. Notwithstanding this reservation of individual rights, the Stipulating Parties agree that they will continue to support the Commission's adoption of the terms of this Stipulation.

11. The Stipulating Parties acknowledge that this Stipulation was negotiated as an integrated agreement. If the Commission rejects all or any material part of this Stipulation, or



adds any material condition in approving this Stipulation, each Party reserves the right to withdraw from this Stipulation upon written notice to the Commission and the other Parties within five (5) business days of service of the final order rejecting this Stipulation or adding such material condition.

12. 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.

13. The Parties agree that this Stipulation represents a compromise in the positions of the Parties. As such, conduct, statements, and documents disclosed in the negotiation of this Stipulation shall not be admissible as evidence in this or any other proceeding. The Stipulating Parties agree that they will not cite this Stipulation, or those portions of any Commission order directly addressing or adopting this Stipulation, as precedent in any other proceeding other than a proceeding to enforce the terms of this Stipulation; provided, however, that the foregoing shall be strictly construed as limited in scope to the existence and content of the settlement embodied in the Stipulation and shall not generally be interpreted as limiting the manner in which any Stipulating Party may reference, cite or otherwise make use of testimony or other evidence accepted into and made a part of the permanent record of this proceeding.

14. 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. 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.

DATED this 31<sup>st</sup> day of October, 2006.

PORTLAND GENERAL ELECTRIC  
COMPANY



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LEAGUE OF OREGON CITIES

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CITY OF GRESHAM

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CITY OF PORTLAND

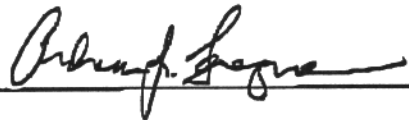
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DATED this      day of October, 2006.

PORTLAND GENERAL ELECTRIC  
COMPANY

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LEAGUE OF OREGON CITIES

  
\_\_\_\_\_

CITY OF GRESHAM

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CITY OF PORTLAND

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DATED this      day of October, 2006.

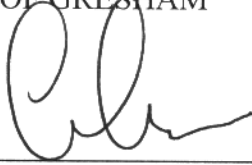
PORTLAND GENERAL ELECTRIC  
COMPANY

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LEAGUE OF OREGON CITIES


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CITY OF GRESHAM



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Approved as to Form

  
David R. P.  
City Attorney's Office

CITY OF PORTLAND

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DATED this 31st day of October, 2006.

PORTLAND GENERAL ELECTRIC  
COMPANY

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LEAGUE OF OREGON CITIES

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CITY OF GRESHAM

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CITY OF PORTLAND

Benjamin Walters

**UE 180, 181, AND 184**

**JOINT TESTIMONY OF :**

**PORTLAND GENERAL ELECTRIC  
CITY OF PORTLAND  
CITY OF GRESHAM  
LEAGUE OF OREGON CITIES**

**(CODY, PETERS, HARRIS, FOGUE)**

**I. Introduction**

**Q. Please identify yourselves.**

A. My name is Marc Cody, I am a senior analyst in the Pricing and Tariffs Department.

My qualifications are provided in PGE Exhibit 1300.

My name is Lon L. Peters. My business address is 607 S.E Manchester Place,  
Portland, Oregon 97202. I am the President of Northwest Economic Research, Inc.

My qualifications are listed in COP/303.

My name is John S. Harris. I am employed as the Transportation and  
Streetlighting Superintendent for the City of Gresham, Department of Environmental  
Services. My business address is 2123 SE Hogan Road, Gresham, Oregon 97080.

My qualifications are listed in COP/COG/LOC/201.

My name is Andrea Fogue. I am employed by the League of Oregon Cities as a  
Senior Staff Associate. My business address is 1201 Court Street NE, Suite 200,  
Salem, Oregon 97301. My qualifications are listed in LOC/100.

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

A. Our purpose is to describe and provide supporting testimony for the Stipulation  
among Portland General Electric Company (PGE), the City of Portland (COP), the  
City of Gresham (COG), and the League of Oregon Cities (LOC) issues in this docket  
(UE 180/181/184) regarding streetlighting energy supply and maintenance issues and  
the initial and ongoing identification of certain critical accounts and facilities for  
purposes of applying service restoration priority and other applicable provisions of  
PGE's current Rule C (hereinafter "Stipulation"). The Stipulation resolves all issues  
identified by COP/COG/LOC in this docket with the exception of those issues  
identified in COP/100/Jubb.

1 **Q. What is the basis for the Stipulation relating to the first issue involving the**  
2 **identification of critical accounts and facilities and other matters relating to**  
3 **service restoration priority?**

4 A. The purpose of the Stipulation is to provide for a more orderly process for the  
5 identification of critical accounts, facilities and Consumers for purposes of applying  
6 the service restoration priority and related protocols contained in PGE's current  
7 Rule C. Specifically, the Stipulation states that municipalities may provide PGE a  
8 list of accounts that they deem critical to public welfare and safety, along with the  
9 name and 24 hour contact information for personnel assigned to each account. PGE  
10 will then provide to the municipality the name of the individual at the utility  
11 responsible for coordinating restoration for each account, including 24-hour  
12 information (cell phone or pager). Both the municipalities and PGE will have a  
13 continuing responsibility to notify each other if there are any changes in such  
14 information.

15 **Q. What is the basis for the stipulation relating to the second issue, streetlight**  
16 **maintenance costs?**

17 A. PGE and COP/COG/LOC agree to a test period lighting maintenance amount of  
18 \$2,646,000 for ratespread purposes. This amount is based on the actual 2005 per-  
19 light maintenance amount escalated by 3% annually and applied to a projection of the  
20 number of 2007 lights. This is a compromise between the positions of the parties.

21 **Q. What is the basis for the third issue, streetlight operating hours?**



1 A. Both PGE and COP/COG/LOC presented competing analyses of streetlight operating  
2 hours in their testimony. The final level of operating hours agreed upon is based on a  
3 compromise between the parties.

4 **Q. What is the basis for the fourth issue, the withdrawal of PGE’s proposal to**  
5 **meter new Option C lighting installation?**

6 A. PGE originally proposed to meter new Option C lighting installations in order to  
7 reduce the incidence of energy diversion. This proposal was viewed by  
8 COP/COG/LOC as punitive; in the alternative PGE agrees to withdraw its proposal  
9 to meter new Option C lighting installations and to identify problematic lighting  
10 installations on an individual basis. PGE will work with the applicable public agency  
11 on how to best resolve the energy diversion issue relative to the specific lighting  
12 installation.

13 The withdrawal of PGE’s proposal is also motivated by PGE and COP/COG/LOC  
14 agreeing to allow streetlight customers the opportunity to switch their Option B lights  
15 (lights owned by the customer for which PGE performs maintenance) to Option C  
16 lights (lights owned and maintained by the customer) subject to conditions discussed  
17 below and in the attached stipulation.

18 **Q. What is the basis for the fifth issue, maintenance of current Option B**  
19 **luminaires?**

20 A. Due to safety and reliability concerns, PGE currently requires that maintenance for  
21 customer-owned lighting fixtures mounted to PGE poles (option B lights) be  
22 performed by PGE. COP/COG/LOC assert that this requirement is anti-competitive

1 and prevents streetlight customers from achieving potential cost savings by  
2 performing the maintenance themselves or by contracting for the maintenance.

3 In order to resolve this long-standing issue, PGE and COP/COG/LOC agree to  
4 work together to develop and submit to the OPUC tariff provisions that allow each  
5 municipality to convert existing Option B lights to Option C lights and use qualified  
6 personnel to maintain the Option C lights attached to PGE poles, subject to the  
7 conditions contained in the stipulation. The parties believe that a tariff that meets  
8 these conditions will adequately address the issues of safety and reliability and will  
9 allow the opportunity for streetlight customers to pursue potential cost savings.

10 **Q. Does the stipulation result in a reasonable resolution of the issues in this docket?**

11 A. Yes.

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

13 A. Yes.

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day caused the following: **SETTLEMENT AGREEMENT & STIPULATION REGARDING STREETLIGHT SERVICE AND CRITICAL ACCOUNT PRIORITY ISSUES (INCLUDING SIGNATURE PAGES FROM PGE, LEAGUE OF OREGON CITIES, CITY OF GRESHAM AND CITY OF PORTLAND and JOINT PARTY TESTIMONY (PGE-COP/COG/LOC/100 (CODY-PETERS, HARRIS- FOGUE/1)** to be served by electronic mail to those parties whose email addresses appear on the attached service list, and by First Class US Mail, postage prepaid and properly addressed, to those parties on the attached service list who have not waived paper service.

Dated at Portland, Oregon, this 1<sup>st</sup> day of November 2006.

  
\_\_\_\_\_  
DOUGLAS C. TINGEY

## SERVICE LIST

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