

ORDER NO. 20-279

ENTERED Aug 26 2020

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UE 370, UE 372

In the Matter of

PORTLAND GENERAL ELECTRIC  
COMPANY,

Renewable Resource Automatic  
Adjustment Clause (Schedule 122)  
(Wheatridge Renewable Energy Farm)  
(UE 370), and

Renewable Resource Automatic  
Adjustment Clause (Schedule 122)  
(BPSC Energy Storage Microgrid and  
ARC Energy Storage) (UE372).

ORDER

DISPOSITION: STIPULATION ADOPTED

**I. SUMMARY**

Portland General Electric Company (PGE) seeks to use its renewable resource automatic adjustment clause (RAC) Schedule 122 tariff to recover its revenue requirements associated with the construction and operation of the Wheatridge Renewable Energy Facility (“Wheatridge”) and the Beaverton Public Safety Center (BPSC) and Anderson Readiness Center (ARC) microgrids.<sup>1</sup>

In this order, we adopt a Stipulation of the parties relating to these two dockets which were combined by a ruling of January 17, 2020, at the request of the parties. The Stipulation resolves all of the issues in docket UE 372, but does not resolve all of the issues raised in docket UE 370. Paragraph 13 of the Stipulation states, however, that the Stipulation is an integrated document, and therefore all aspects of the Stipulation must be resolved in a single order. As a consequence,

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<sup>1</sup> A microgrid is a small scale electric grid that operates in conjunction with a utility’s overall grid through a network of on-site generation, energy storage and integrated controls. Under normal conditions it is connected to the main grid. If there is a disturbance in the main grid, the microgrid resources provide stability support. If the main grid has an outage, the microgrid isolates itself and operates as an independent “island.”

this is the first of two orders that will be required to address all of the contested issues in docket UE 370. In this order, we address and conclude that we should adopt the parties' entire resolution of docket UE 372, along with the parties' agreed resolutions of some, but not all, of the contested issues with respect to docket UE 370. Our next order will address the remaining issues in docket UE 370, while acknowledging our adoption of the settlement of the UE 370 issues addressed in this order.

In adopting the Stipulation with respect to UE 372, we direct PGE to withdraw its RAC tariff application with the expectation that PGE will file an application in a new docket for proposed cost recovery of investments made in compliance with House Bill (HB) 2193 (2015) and approved by the Commission in Docket No. UM 1856.

## II. BACKGROUND

Oregon Revised Statutes Chapter 469A sets forth Renewable Portfolio Standards which require large utilities, such as PGE, to achieve specific benchmarks regarding the sale of "qualifying electricity."<sup>2</sup> Section 469A.120 provides that the utility may recover the prudently-incurred costs for a renewable energy resource via a RAC, subject to meeting certain requirements. In addition, in 2015, the Oregon legislature enacted HB 2193, which required PGE to procure one or more qualifying energy storage systems on or before January 1, 2020. These combined dockets address PGE's proposed changes to its renewable resource automatic adjustment clause tariff Schedule 122 to recover its costs and earn a return on specific investments made in accordance with these two laws.

### A. UE 370—Wheatridge Renewable Energy Facility

To help ensure Oregon's regulated utilities obtain least cost resources for their customers, we require utilities to use a competitive bidding process for all major resource acquisitions, which are defined as resources with durations greater than five years and quantities greater than 100 megawatts (MW). Wheatridge was one such project in PGE's final shortlist of bidders in its 2018 Request for Proposals for Renewable Resources (2018 RFP) acknowledged by the Commission in Order No. 18-483.<sup>3</sup>

Wheatridge consists of a 300 MW wind generation facility, a 50 MW solar facility and a 30 MW 4-hour duration energy storage facility located in Morrow County, Oregon. PGE will own 100 MW of the wind facility--40 wind turbine generators--constructed by NextEra Energy subsidiaries pursuant to a build-own-transfer agreement. The remaining output will come from

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<sup>2</sup> See ORS 469A.010.

<sup>3</sup> *In the Matter of Portland General Electric Company 2018 Request for Proposals for Renewable Resources*, Docket No. UM 1934, Order No. 18-483 (Dec 19, 2018).

facilities owned by NextEra and sold to PGE under two power purchase agreements (PPAs), one PPA for wind and the other for solar and storage. Wheatridge is now expected to begin commercial operation in early October 2020.

**B. UE 372—Beaverton Public Safety Center (BPSC) and Anderson Readiness Center (ARC) Energy Storage Microgrid Projects**

By Order No. 16-504,<sup>4</sup> we adopted guidelines and requirements to implement HB 2193. Under the terms of HB 2193, PGE was required to procure one or more qualifying energy storage systems that have the capacity to store at least five MWh of energy storage by January 1, 2020. On November 1, 2017, PGE submitted five proposals to develop different energy storage systems, including a proposal that became the BPSC and ARC microgrid projects. PGE reached a stipulation among the parties which we approved.<sup>5</sup>

The BPSC energy storage microgrid is a 250 kW/4-hour system proposed for the police and emergency management building in Beaverton. The ARC energy storage microgrid is a 500 kW/2-hour system proposed for the military facility located in Salem. Each system is comprised of batteries, solar photovoltaic cells, and diesel generators. While BPSC is expected to come on line this year, the ARC project's operational date has been delayed until the second quarter of 2021 due to events related to the COVID-19 pandemic.<sup>6</sup>

### III. PROCEDURAL HISTORY

PGE filed proposed RAC tariffs for Wheatridge, designated as docket UE 370, on December 3, 2019, and for the BPSC and ARC microgrids, designated as docket UE 372, on December 10, 2019. In each docket, the Oregon Citizens' Utility Board (CUB) intervened as a matter of right under ORS 774.180, and the Alliance of Western Energy Consumers (AWEC) was granted party status.

A prehearing conference was held on January 16, 2020, at which time the dockets were consolidated and a common procedural schedule was established. The parties and Commission Staff conducted discovery, filed testimony, and engaged in settlement discussions.

On May 19, 2020, the parties and the Commission Staff filed an all-party stipulation, supported by joint testimony, resolving all of the issues in docket UE 372 and most of the issues raised by Staff and intervenors in docket UE 370. After a final round of testimony, the parties waived

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<sup>4</sup> *In the Matter of the Public Utility Commission of Oregon Implementing Energy Storage Program Guidelines pursuant to House Bill 2193*, Docket No. UM 1751, Order No. 16-504 (Dec 28, 2016).

<sup>5</sup> *In the Matter of Portland General Electric Company Draft Storage Potential Evaluation*, Docket No. UM 1856, Order No. 18-290 (Aug 13, 2018).

<sup>6</sup> PGE/400, Murtaugh-Cristea/1.

their rights to a hearing and the evidentiary records in both dockets were closed. An oral argument was held on October 17, 2020, and, as discussed above, the unresolved issues that were the subject of the oral argument will be addressed in the subsequent order.

#### IV. DISCUSSION

The stipulation in these consolidated dockets addresses certain proposed adjustments to PGE's renewable resource automatic adjustment tariff to recover its costs and earn a return on Wheatridge. The stipulation also proposes a method for addressing the appropriate mechanism for recovering the revenue requirement for the BPSC and ARC microgrid storage systems under HB 2193. In this order, we summarize each initially disputed issue that was resolved by the parties via the execution of the stipulation and provide our decision.

##### A. Wheatridge Renewable Energy Facility (UE 370)

In its initial filing, PGE requested an increase of \$26.5 million to its annual revenue requirement to reflect the investment in Wheatridge, based on a December 31, 2020, in-service date. At the time, PGE did not include 2020 Net Variable Power Costs (NVPC) Schedule 122 impacts because PGE claimed they were *de minimis*.<sup>7</sup> However, a February 14, 2020, update placed the 2020 annualized NVPC impact at a \$3.8 million reduction and then to an approximate \$9.3 million reduction in its reply testimony. The increased benefit reflected a credit offset to the Bonneville Power Administration's transmission charges based on PGE's system upgrades contribution necessary for wheeling the Wheatridge energy to PGE customers. PGE's updated forecast for its annualized 2020 revenue requirement was therefore revised to approximately \$15.5 million as opposed to its original \$26.5 million request.

Using the updated forecast, PGE, Staff and intervenors settled the following issues with respect to docket UE 370:

##### 1. *Holdback and Trailing Costs*

Under the terms of PGE's construction contract for its portion of the Wheatridge project, \$15 million is held back by PGE from the builder until a "punch list" of items is completed.<sup>8</sup> PGE also forecasted an additional \$1 million in post-construction testing and related costs ("trailing").<sup>9</sup> Staff and intervenors were concerned that those costs might be incurred in 2021

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<sup>7</sup> PGE/100, Armstrong-Batzler/2.

<sup>8</sup> PGE/300, Armstrong-Batzler/12.

<sup>9</sup> *Id.* at 13.

and therefore not meeting the used and useful requirement as of the projected rate effective date.<sup>10</sup>

Under the stipulation, PGE will file a RAC update incorporating actual holdback and trailing costs less any amounts incorporated within initial UE 370 Schedule 122 prices. The update to Schedule 122 rates will be supported by a PGE officer's attestation and will include

- the actual amount of each holdback amount paid by date;
- the amount of the holdback incorporated into prior Schedule 122 rates, if any;
- the capitalized amount of actual trailing PGE costs not incorporated into prior rates;
- an update to rate base and depreciation expense; and
- an update to revenue requirement associated with the updates of rate base and depreciation expense amounts.<sup>11</sup>

*Commission Resolution.* We adopt the stipulation's proposed update and reporting requirements. We find that they constitute an effective method to assure that the appropriate holdback and trailing costs and benefits are included in calculating Schedule 122 rates.

## **2. Depreciation Rates**

Staff raised concerns over both rates and accounts PGE used for setting Wheatridge depreciation rates. Staff asserted that PGE should use the applicable parameters as agreed to in PGE's most recent depreciation study.<sup>12</sup> PGE and intervenors agreed that the referenced study is relevant for calculating Wheatridge's depreciation rates and that PGE will calculate depreciation based on depreciation parameters and parameter values consistent with Order No. 17-365. The parties agree to work in good faith to agree on these parameters. The parties also agreed that PGE may adjust depreciation values for Wheatridge pursuant to a future depreciation study.<sup>13</sup>

*Commission Resolution.* We adopt the stipulation's proposed methodology for addressing Wheatridge's depreciation rates as a reasonable means to further the public interest in providing just and reasonable rates.

## **3. Operation and Maintenance (O&M) Costs**

AWEC asserted that PGE should eliminate several O&M line items, including the full-time equivalent employee position, the entirety of Wheatridge's forecasted non-running station service costs, a contracted availability bonus, and other miscellaneous costs.<sup>14</sup> AWEC also

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<sup>10</sup> See, e.g., Staff/100, Storm/33-34.

<sup>11</sup> Stipulation at 2-3.

<sup>12</sup> Staff/100, Storm/36-38 citing *In the Matter of Portland General Electric Company 2015 Detailed Depreciation Study of Electric Utility Properties*, Docket No. UM 1809, Order No. 17-365 (Sep 26, 2017).

<sup>13</sup> Stipulation at 3.

<sup>14</sup> AWEC/100, Mullins/14-16.

stated that PGE should capitalize service costs incurred prior to Wheatridge's commercial operation date (COD) as a regulatory asset and spread it over the thirty-year life of the plant.<sup>15</sup> PGE disagreed with AWEC, arguing that all of the costs were prudent and necessary expenditures.<sup>16</sup> However, PGE agreed with AWEC's proposed treatment for the pre-COD service costs.<sup>17</sup>

For settlement purposes, the parties agreed that PGE will reduce Wheatridge's production O&M forecast by \$200,000 for purposes of calculating rates in this docket only. The parties further agreed that station service costs will remain in production O&M and, if appropriate and as part of a general rate case proceeding, PGE could move the budget for these costs from O&M to NVPC. Finally, the parties adopted the proposal to capitalize the start-up costs related to an O&M services agreement incurred prior to Wheatridge's COD as a regulatory asset included in rate base, which will be amortized over thirty years.<sup>18</sup>

*Commission Resolution.* We adopt the stipulation's proposed methodology for addressing O&M costs and find that these adjustments provide reasonable changes and appropriate asset accounting treatment that further the public interest.

#### **4. *Additional Settled Issues***

##### *a. Rate Base*

The parties agreed that PGE will reduce rate base for the purpose of calculating docket UE 370 rates by \$7 million. The parties further agreed that they are free to raise issues related to PGE's production tax credit (PTC) carryforwards in future proceedings.<sup>19</sup>

##### *b. Correction of Revenue Sensitive Amounts*

The parties agreed that PGE would remove duplicated revenue-sensitive amounts included in the pricing work paper used to set the Schedule 122 price by rate schedule and incorporate the removal in a filing to update the revenue requirement in this docket.<sup>20</sup>

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<sup>15</sup> *Id.* at 13.

<sup>16</sup> PGE/300, Armstrong-Batzler/20-23.

<sup>17</sup> *Id.* at 24.

<sup>18</sup> Stipulation at 4.

<sup>19</sup> *Id.* at 3.

<sup>20</sup> *Id.* at 4.

*c. Officer Attestation*

The parties agreed that PGE will provide an officer attestation that Wheatridge is in-service at least two business days prior to the rate-effective date.<sup>21</sup>

*d. Re-Filing Requirement*

In the event that Wheatridge is not online as of December 31, 2020, PGE will refile for rate recovery of Wheatridge's costs. The parties agreed that, if appropriate, they would engage in an expedited review process.<sup>22</sup>

*e. Schedule 122 Tariff Language*

The parties agreed to work to resolve issue regarding Schedule 122 language revisions.<sup>23</sup>

*Commission Resolution.* We adopt the stipulation's resolution of each of the foregoing issues. The proposed reductions, corrections, and procedures agreed to by the parties will contribute to the overall resolution of this proceeding and help achieve the result of providing reliable service at just and reasonable rates.

**B. BPSC and ARC Energy Storage Microgrids (UE 372)**

PGE proposed to recover the 2020 revenue requirement of approximately \$400,000 through its Schedule 122 RAC. It consists of fixed costs, operation and maintenance costs, income and property taxes and other associated costs and fees, including any Schedule 125 eligible net variable power costs. Staff,<sup>24</sup> AWEC,<sup>25</sup> and CUB<sup>26</sup> argued that PGE should not be allowed to recover the costs associated with energy storage microgrids through Schedule 122, because energy storage microgrids are not sufficiently associated with renewable resources to qualify for cost recovery under the RAC; they argue that energy storage projects needed to be co-located with renewable resources to qualify as "energy storage associated with renewables." Alternatively, CUB recommended that the Commission authorize recovery under a separate rate schedule that supports an automatic adjustment clause recovery mechanism for costs associated with energy storage projects incurred to meet the requirements of HB 2193.<sup>27</sup> PGE disagreed,

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<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

<sup>23</sup> *Id.*

<sup>24</sup> Staff/300, Enright/12.

<sup>25</sup> AWEC/100, Mullins/29.

<sup>26</sup> CUB/100, Gehrke/10.

<sup>27</sup> *Id.* at 12.

stating that co-location was not a requirement for microgrids to be “associated” with renewables. PGE further states that microgrids help mitigate sub-hourly fluctuations and forecast errors that renewables introduce on the system and that energy storage resources can support renewable integration.

To resolve this issue, the parties agreed that PGE will withdraw its request under Schedule 122 in docket UE 372. The parties also agreed not to oppose a proposed recovery mechanism for energy storage microgrids in a new proceeding. The parties agreed that the cost recovery mechanism will include the use of a new automatic adjustment clause (AAC), restricted to the proposed cost recovery of investments made in compliance with HB 2193, and approved by the Commission in docket UM 1856.<sup>28</sup> The parties further agreed that the new proceeding would include litigation of substantive issues particularly associated with the BPSC and ARC projects.<sup>29</sup>

*Commission Resolution.* Although PGE disagreed with Staff’s and the intervenors’ interpretation of the requirements for storage investments to be considered “associated” with renewable resources, we find that the stipulating parties’ joint proposal provides the Commission with a reasonable opportunity to explore the use of an AAC as a separate cost recovery mechanism for HB 2193-compliant storage projects, rather than via the existing RAC process. PGE shall withdraw its application for recovery of costs related to the BPSC and ARC microgrids with the understanding that PGE will file a new cost recovery application for BPSC and ARC microgrid projects consistent with the terms of the stipulation adopted by this order.

## V. CONCLUSION

We have reviewed the terms of the stipulation and supporting joint testimony of the parties. We find that the terms of the stipulation are reasonable and that the stipulation was freely entered into by the parties. We further find that the proposed changes to the company’s tariffs and conditions with respect to docket UE 370 described within the stipulation will result in fair, just, and reasonable rates and further the public interest, convenience, and necessity. The final order in docket UE 370 shall reflect the provisions in the stipulation which we adopt with this decision.

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<sup>28</sup> Stipulation at 2.

<sup>29</sup> See, e.g., AWEC/100, Mullins/31, ll. 6-16.

**VI. ORDER**

IT IS ORDERED that:

1. The Stipulation between Portland General Electric Company, Staff of Public Utility Commission of Oregon, Oregon Citizens' Utility Board, and Alliance of Western Energy Consumers, attached as Appendix A, is adopted.
2. Portland General Electric Company shall file a motion to dismiss and a notice of withdrawal of Advice No. 19-36 for Renewable Resource Automatic Adjustment Clause (Schedule 122) in Docket No. UE 372 on or before August 28, 2020.

Made, entered, and effective Aug 26 2020.

*Megan W. Decker*

**Megan W. Decker**  
Chair

*Letha Tawney*

**Letha Tawney**  
Commissioner



*Mark R. Thompson*

**Mark R. Thompson**  
Commissioner

A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Court of Appeals in compliance with ORS 183.480 through 183.484.

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UE 370, UE 372

In the Matters of

PORTLAND GENERAL ELECTRIC  
COMPANY,

Renewable Resource Automatic Adjustment  
Clause (Schedule 122) (Wheatridge  
Renewable Energy Farm) (UE 370), and

Renewable Resource Automatic Adjustment  
Clause (Schedule 122) (BPSC Energy Storage  
Microgrid and ARC Energy Storage)  
(UE 372).

**STIPULATION**

This Stipulation (“Stipulation”) is among Portland General Electric Company (“PGE”), Staff of the Public Utility Commission of Oregon (“Staff”), Alliance of Western Energy Consumers (“AWEC”), and Oregon Citizens' Utility Board (“CUB”) (collectively, the “Stipulating Parties”). There are no other parties in this docket.

**I. INTRODUCTION**

In accordance with its tariff Schedule 122, PGE filed its renewable resources automatic adjustment clause tariff in this docket on December 3, 2019, for inclusion of costs and benefits from the Wheatridge Renewable Energy Farm. That filing was opened as Docket No. UE 370 (UE 370). On December 10, 2019, PGE made a similar filing for the costs and benefits of the Beaverton Public Safety Center (BPSC) and Anderson Readiness Center (ARC) energy storage microgrid projects. That filing was opened as Docket No. UE 372 (UE 372). Included with each

filing were PGE's testimony and exhibits. On January 17, 2020, dockets UE 370 and UE 372 were consolidated.

The Parties subsequently reviewed PGE's filings and work papers, and asked numerous data requests. Staff, CUB, and AWEC filed opening testimony on March 30, 2020. On April 24, 2020, PGE filed reply testimony. The Stipulating Parties held settlement conferences on April 9, May 1, and May 6, 2020. As a result of those discussions, the Stipulating Parties have reached agreement settling the majority of issues in this docket as set forth below. 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 identified below as not settled.

2. Energy Storage Microgrids. PGE will withdraw its energy storage microgrid request under Schedule 122 in this docket. The Stipulating Parties agree not to oppose a proposed recovery mechanism for energy storage microgrids in a new proceeding, which will include litigating substantive issues. The cost recovery mechanism will include the use of a new automatic adjustment clause (AAC), restricted to proposed cost recovery of investments made in compliance with House Bill 2193, and approved by the Commission in Docket No. UM 1856.

3. "Holdback" amount and estimated \$1 million for trailing PGE-incurred costs.  
The Stipulating Parties agree that:

- a. PGE will file a RAC Update to incorporate actual amounts less any amounts incorporated within initial UE 370 Schedule 122 prices.
- b. The update to Schedule 122 rates will include the following:
  - The actual amount of each "holdback" amount paid by date,

- The amount of the approximate \$15 million “holdback,” if any, incorporated into prior Schedule 122 rates,
- The capitalized amount of actual trailing PGE costs not incorporated into prior Schedule 122 rates,
- An update to rate base and depreciation expense, and
- An update to revenue requirement associated with the updates of rate base and depreciation expense amounts.

c. PGE will also provide, no less than two business days prior to the rate-effective date of the Update, an attestation from PGE’s CEO, CFO, or Officer responsible for oversight of the Wheatridge project that PGE has paid “holdback” amount(s) specified in the Update and incurred the capitalized amount of trailing costs specified in the Update.

4. Wheatridge Rate Base. PGE will reduce rate base by \$7 million for purposes of calculating rates in this docket only. The Stipulating Parties agree they are free to raise issues related to PGE's production tax credit (PTC) carryforwards in future proceedings.

5. Depreciation. The Stipulating Parties agree that PGE will calculate depreciation based on depreciation parameters and parameter values consistent with Commission Order No. 17-365. This includes use of appropriate accounts, appropriate Average Service Life (ASL) procedure results, and use of appropriate Net Plant parameter values. The Stipulating Parties agree to work in good faith to agree on these parameters. PGE may adjust the depreciation values for Wheatridge pursuant to a future depreciation study.

6. O&M Costs. The Stipulating Parties agree that:
  - a. Wheatridge's production O&M forecast will be reduced \$200,000 for purposes of calculating rates in this docket only.
  - b. Wheatridge station service costs will remain in production O&M. If appropriate, PGE may, through a general rate case proceeding, move the budget for these costs from Production O&M to net variable power costs.
  - c. The start-up costs related to O&M services agreement will be moved to a regulatory asset included in rate base and amortized over 30 years.
7. Revenue Sensitive Amounts. PGE will remove duplicated revenue-sensitive amounts included in the PGE Advice No. 19-34 pricing work paper used to set the Schedule 122 price by rate schedule and incorporate the removal in a filing to update the revenue requirement in this proceeding.
8. Officer Attestation and Re-Filing Requirement.
  - a. PGE will provide an Officer attestation that the project is in-service at least two business days prior to the rate-effective date.
  - b. In the event that the Wheatridge project is not online as of December 31, 2020, PGE will re-file for rate recovery of Wheatridge costs. The Stipulating Parties agree to engage in an expedited review process, if appropriate.
9. Schedule 122 Tariff Changes. PGE, Staff, and interested Stipulating Parties agree to work to resolve issues regarding Schedule 122 language revisions.
10. Unresolved Issues. The following issues are not resolved by this Stipulation:
  - a. PGE's REC Monetization proposal.
  - b. The inclusion of customer benefits in rates in this case.

c. AWEC's issues regarding project selection as discussed in AWEC Exhibit 100.

11. The Stipulating Parties recommend and request that the Commission approve this Stipulation as an appropriate and reasonable resolution of the issues covered by this Stipulation.

12. The Stipulating Parties agree that this Stipulation represents a compromise in the positions of the Stipulating Parties. Without the written consent of all Stipulating 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.

13. 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 the other Stipulating 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 pursuant to ORS 756.610 to appeal the Commission order. 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.

14. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR 860-001-0350(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. 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 Stipulating 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.

15. 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. The Parties further agree that any electronically-generated Party signatures are valid and binding to the same extent as an original signature.

DATED this 19th day of May, 2020.

**PORTLAND GENERAL ELECTRIC  
COMPANY**

By: /s/ Douglas C. Tingey  
Douglas C. Tingey

**OREGON CITIZENS' UTILITY  
BOARD**

By: \_\_\_\_\_  
Michael Goetz

**STAFF OF THE PUBLIC UTILITY  
COMMISSION OF OREGON**

By: \_\_\_\_\_  
Sommer Moser

**ALLIANCE OF WESTERN ENERGY  
CONSUMERS**

By: \_\_\_\_\_  
Tyler Pepple

Stipulation as a result of the Commission's resolution of issues that this Stipulation does not resolve.

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DATED this 19th day of May, 2020.

**PORTLAND GENERAL ELECTRIC  
COMPANY**

By: \_\_\_\_\_  
Douglas C. Tingey

**OREGON CITIZENS' UTILITY  
BOARD**

By: \_\_\_\_\_  
Michael Goetz

**STAFF OF THE PUBLIC UTILITY  
COMMISSION OF OREGON**

By: /s/ Sommer Moser  
Sommer Moser

**ALLIANCE OF WESTERN ENERGY  
CONSUMERS**

By: /s/ Tyler C. Pepple  
Tyler Pepple

Stipulation as a result of the Commission's resolution of issues that this Stipulation does not resolve.

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DATED this 19th day of May, 2020.

**PORTLAND GENERAL ELECTRIC  
COMPANY**

By: \_\_\_\_\_  
Douglas C. Tingey

**OREGON CITIZENS' UTILITY  
BOARD**

By: \_\_\_\_\_  
Michael Goetz

**STAFF OF THE PUBLIC UTILITY  
COMMISSION OF OREGON**

By: \_\_\_\_\_  
Sommer Moser

**ALLIANCE OF WESTERN ENERGY  
CONSUMERS**

By: \_\_\_\_\_  
Tyler Pepple