ORDER NO. 20-390

ENTERED Oct 28, 2020

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UE 377

In the Matter of

PORTLAND GENERAL ELECTRIC COMPANY,

2021 Annual Power Cost Update Tariff (Schedule 125).

DISPOSITION: STIPULATION ADOPTED

I. INTRODUCTION

In this order, we adopt a stipulation that resolves all issues related to Portland General Electric Company's 2021 Annual Power Cost Update (APCU), and forecast of net variable power costs (NVPC). The stipulation, attached as Appendix A, is between PGE and all parties to the docket: Staff of the Public Utility of Oregon, Oregon Citizens' Utility Board (CUB); and the Alliance of Western Energy Consumers (collectively the Stipulating Parties).

In this order, we also address an issue separate from the stipulation that we raised in a bench request to PGE. We direct PGE to provide certain details and information about the performance of the company's Wheatridge facility in the report to be developed pursuant to Order No. 20-321.

II. BACKGROUND AND PROCEDURAL HISTORY

PGE is a public utility providing electric utility service within the meaning of ORS 757.005, and is subject to our jurisdiction with respect to the prices and terms of service for its retail customers. Each year, PGE is required to file a forecast of the company's upcoming NVPC. NVPC includes wholesale power purchases and sales, fuel costs, and other costs that usually change as power output changes. The updated power cost forecast must be filed and updated in a manner consistent with the requirements of PGE's Tariff Schedules 125 and 128, prior to the November direct access window.

In the initial APCU, PGE forecasted a 2021 NVPC of $436.2 million, based on contracts and forward curves as of February 28, 2020, which was $42.7 million greater than the company's final 2020 NVPC forecast. PGE's 2021 NVPC was updated on July 15, 2020.

On June 5, 2020, the Stipulating Parties held a technical workshop to discuss issues and review PGE's Multi-area Optimization Network Energy Transaction power cost forecasting model (MONET). On June 8, 2020, PGE filed supplemental testimony regarding a new power purchase agreement (PPA) with the Public Utility District No. 1 of Douglas County (Douglas PPA). Staff, AWEC, and CUB submitted opening testimony on June 26, 2020, and supplemental testimony regarding the Douglas PPA on July 9, 2020. At a settlement conference that was held on July 13, 2020, the Stipulating Parties reached an agreement in principle on all issues in the case. The stipulation and Stipulating Parties' joint testimony in support of the stipulation were filed on August 21, 2020. On October 1, PGE filed another MONET update.

On September 15, 2020, a bench request was issued, seeking certain formation about PGE's Wheatridge facility. The bench request addressed matters unrelated to the stipulation. PGE provided a response to the bench request on September 28, 2020.

III. TERMS OF STIPULATION

All power cost issues raised by Staff, AWEC, and CUB in testimony were comprehensively addressed and resolved by the terms of the stipulation. The Stipulating Parties agreed to specific settlement terms, discussed below, on issues related to four topics: the Western Energy Imbalance Market (EIM); Faraday Production Tax Credits (PTC); Variable Energy Resources (VER) Integration; and Gas Resale Optimization.

Ten other power cost issues were raised in testimony. Each issue is identified and briefly discussed below. To collectively settle all ten of the remaining issues in the case, the Stipulating Parties agreed to two terms: 1) a general reduction of $2.2 million to PGE's 2021 NVPC forecast; and 2) PGE will hold a workshop in the future before filing the company's initial 2022 NVPC filing with Staff, AWEC, and CUB to discuss PGE's Transmission Resale forecast and the PW/Beaver Complex Gas supply constraints, with workshop presentation materials being provided to parties no later than two weeks prior to the date of the workshop.

A. Western Energy Imbalance Market (EIM)

Staff and AWEC raised concerns regarding PGE's method to forecast the benefits associated with participation in the Western EIM. To address the concerns, the Stipulating Parties agreed, for ratemaking purposes that: 1) California Independent System Operator (CAISO) flexible ramping product award savings of $408,450 will be included in the EIM benefit forecast; 2) PGE will assume 4 percent of its 2021 forecast greenhouse gas (GHG) cost obligation can be met with California Air Resources Board Offset Credits purchased by PGE since joining the Western EIM; and 3) all results from PGE's 2021 EIM Benefit Methodology, will not change from PGE's July 15, 2020 MONET update with one exception that PGE will continue to update the California Carbon Allowance (CCA) prices consistent with the updates used for electric and gas prices in the Annual Update Tariff (AUT) proceeding. Staff had also recommended that PGE address the Western EIM transaction limits in reply testimony.

The Stipulating Parties agreed that PGE will instead hold a workshop on the Western EIM trading limit methodology prior to PGE's initial 2022 NVPC filing. They also agreed presentation materials, including any underlying workpapers, will be provided to the Stipulating Parties no later than two weeks prior to the date of the workshop. PGE will address during the workshop: 1) EIM trading limits methodology changes proposed by Staff and AWEC; and 2) Questions regarding whether EIM trades in the forecast are representative of trades that occur in actual operations and the interaction between PGE's participation in the EIM and PGE's reserve requirement.

B. Faraday Production Tax Credits (PTC)

CUB indicated an expectation that PTCs associated with incremental generation at PGE's Faraday Powerhouse, resulting from completion of the Faraday Repowering Project, would be generated in 2021 and recommended that PGE include these PTC benefits in the 2021 NVPC forecast. The Stipulating Parties agreed that PGE will reduce its 2021 NVPC forecast by approximately $0.6 million to reflect forecasted PTC benefits associated with Faraday incremental generation.

C. Gas Resale Optimization

PGE assumed a three percent gas transportation loss factor in gas resale optimization modeling in the company's initial 2021 NVPC forecast, which had the effect of reducing the AECO-Stanfield gas price spread. Staff indicated concern regarding the assumption of fuel transportation losses on the Gas Transmission Northwest (GTN) pipeline included in the gas resale optimization modeling as a percent increase to the AECO gas price curve. Staff recommended that PGE remove the fuel losses assumption from the gas resale optimization modeling.

The Stipulating Parties agreed that PGE will update the fuel losses assumption in the gas resale optimization modeling to be consistent with the MONET GTN fuel loss assumption used for dispatching resources in the model.

D. Variable Energy Resources (VER) Integration Update

PGE proposed changing the Schedule 125 language regarding costs associated with wind integration to "costs associated with integrating variable energy resources." On June 15, 2020, PGE notified parties that PGE would update the VER load following and regulating margin obligations, as part of the July 15, 2020 MONET Update, to reflect the addition of the Wheatridge and on-system solar resources to PGE's resource portfolio. Staff and CUB raised concerns about PGE's update. Staff opposed the update due to insufficient time to review PGE's proposed VER integration update. CUB recommended that Schedule 125 language be modified only to reflect specific variable energy resources in PGE's system that are modeled in PGE's NVPC forecast.

The Stipulating Parties agreed that PGE will update the load following and regulating margin obligations included in the 2021 NVPC forecast to reflect the addition of the Wheatridge wind facility into PGE's resource portfolio. They also agreed to make no language changes to Schedule 125 regarding updates to the costs associated with wind integration.

E. 2021 NVPC Forecast Reduction and Future Workshop to Resolve All Remaining Issues

The Stipulating Parties also settled ten remaining issues, agreeing that: 1) PGE will reduce its 2021 NVPC forecast by $2.2 million; and 2) PGE will hold a workshop in the future before filing the company's initial 2022 NVPC filing with Staff, AWEC, and CUB to discuss PGE's Transmission Resale forecast and the PW/Beaver Complex Gas supply constraints, with workshop presentation materials being provided to parties no later than two weeks prior to the date of the workshop.

We identify and discuss the ten remaining issues below:

1. Transmission Resales

Raising concerns about PGE's forecast of transmission resale revenues, as modeled in the 2021 NVPC forecast, AWEC recommended that PGE change the forecast method to estimate 2021 transmission resale revenues based on the average of the most recent four years of actual transmission resales revenues. PGE did not agree with AWEC's recommendation due to its incorporation of historical transmission resale revenues related to a long-term transmission resale agreement no longer in effect, and because it did failed to capture costs for short-term transmission purchases.

Settlement discussions resulted in the Stipulating Parties, agreeing, in context of a comprehensive stipulation, that this issue is resolved by PGE's commitments to reduce its 2021 NVPC forecast and to hold a workshop, with the workshop discussing the transmission resale forecast methodology prior to PGE's initial 2022 NVPC filing.

2. Colstrip Forced Outage Rate (FOR)

Questioning the prudency of extended forced outages that occurred at Colstrip in 2018 due to plant emissions exceeding the Mercury and Air Toxic Standards compliance limits, AWEC recommended that PGE remove the 2018 Colstrip forced outage rate (FOR) from the four-year rolling average methodology (approved in Commission Order No. 10-414) used by PGE to model the 2021 Colstrip FOR. AWEC recommended that the 2018 Colstrip FOR be replaced with the 20-year rolling average FOR to be compliant with Order No. 10-414. In support of this recommendation, AWEC pointed to a Washington Utilities and Transportation Commission decision in UE 109882, and PGE's responses to data requests that provided documents and communications between PGE, the Colstrip plant operator, and other co-owners occurring prior to the 2018 outages. PGE does not agree with AWEC's recommendation, noting that the WUTC did not find Washington utilities Colstrip outages in June and July 2018 to be imprudent. Rather, the WUTC stated it was unable to determine prudency due to an insufficient evidentiary record. PGE countered with proposed changes to AWEC's methodology that would result in a reduction to the adjustment AWEC proposed.

Settlement discussions resulted in the Stipulating Parties, agreeing, in context of a comprehensive stipulation, that this issue is resolved by PGE's commitments to hold a workshop and to reduce its 2021 NVPC forecast.

3. Carty FOR

AWEC raised concerns regarding the Carty FOR modeling in PGE's 2021 NVPC forecast due to its inclusion of two years of hypothetical outage rates. AWEC recommended that PGE modify the Schedule 125 methodology and calculate the 2021 Carty FOR using a three-year average of actuals (PGE's 2018 through May 2020 actuals) and forecast (June 2020 through December 2020). PGE counters that there is no reasonable basis for changing Carty's FOR forecast methodology from what is prescribed in Schedule 125, and explains that PGE is using two years of initial estimates and two years of actual FOR data in the four-year rolling average to calculate the 2021 Carty FOR because Carty was placed in service mid-year 2016.

Settlement discussions resulted in the Stipulating Parties, agreeing, in context of a comprehensive stipulation, that this issue is resolved by PGE's commitments to hold a workshop and to reduce its 2021 NVPC forecast.

4. Port Westward (PW)/Beaver Complex Gas Supply

Raising concerns regarding the gas supply constraints applied by PGE to the dispatch of the Beaver gas plant, AWEC recommended that PGE remove all Beaver dispatch constraints from its 2021 NVPC forecast modeling. PGE does not agree with the recommendation. PGE explained that the company updated Beaver plant parameters in MONET as part of the gas storage optimization modeling to limit the plant's dispatch given current natural gas pipeline transportation rights and storage capabilities. PGE asserts that allowing Beaver to run unconstrained as proposed by AWEC would not be representative of actual plant operations and would result in reduced North Mist Storage injections during less expensive months, thereby rendering PGE's gas storage optimization modeling ineffective and reducing total forecasted net customer benefits.

Settlement discussions resulted in the Stipulating Parties, agreeing, in context of a comprehensive stipulation, that this issue is resolved by PGE's commitments to hold a workshop and to reduce its 2021 NVPC forecast. The Stipulating Parties agreed the workshop will discuss the PW/Beaver Complex Gas supply constraints.

5. Gas Resale Transactions on the GTN Pipeline During Carty and Coyote Springs Generation Plant Forced Outages

As forced outages occur randomly, and may have short durations, PGE assert that it is difficult to plan for gas transaction resales during these events. Staff questioned, however, that gas resale transactions between the AECO and Stanfield could not be planned as part of the gas resale optimization modeling during forced outages at Carty and Coyote Springs. Staff did not propose a method change, but recommended a small outboard adjustment to capture potential gas resale benefits based on an average of actual gas resale transactions that PGE pursued when Carty and Coyote Springs were in extended forced outages during 2018 and 2019.

The Stipulating Parties agreed that PGE will not change the gas resale methodology to incorporate potential gas resale benefits related to transactions pursued when Carty and Coyote Springs are in forced outages in the 2021 NVPC forecast. Settlement discussions resulted in the Stipulating Parties, agreeing, in context of a comprehensive stipulation, that this issue is resolved by PGE's commitments to hold a workshop and to reduce its 2021 NVPC forecast.

6. BPA Transmission Rights Purchase

AWEC raised concerns regarding BPA transmission rights that PGE purchased life of the contracts, which extend beyond the amortization period of the deferred BPA wheeling rights. PGE does not agree with any adjustment related to this issue because the amortization of deferred BPA wheeling rights ends in 2020 and has no impact to 2021 NVPC.

Settlement discussions resulted in the Stipulating Parties, agreeing, in context of a comprehensive stipulation, that this issue is resolved by PGE's commitments to hold a workshop and to reduce its 2021 NVPC forecast.

7. Qualifying Facilities

With regard to PGE's 2021 projection of power costs associated with QFs operating as of year-end 2019, Staff recommended that PGE apply an adjustment based on Staff's calculation of a maximum value of actual QF power costs escalated by an annual factor of 17.1 percent from 2019 to 2021. PGE does not agree with Staff's recommendation, explaining that the company's forecast for 2021 QF power costs is based on expected QF generation and avoided cost prices approved by the Commission. PGE further explained that there are two significant drivers increasing the 2021 QF forecast: 1) increases to contract pricing due to certain QF Schedule 201 and Schedule 202 power purchase agreements entering the defined deficiency period; and 2) QFs with partial year generation in 2019 that are expected to be operational for all of 2021, and thus deliver more energy.

Settlement discussions resulted in the Stipulating Parties, agreeing, in context of a comprehensive stipulation, that this issue is resolved by PGE's commitments to hold a workshop and to reduce its 2021 NVPC forecast.

8. PCAM/AUT Construct

CUB proposed consolidating PGE's AUT and PCAM filings on a going forward basis.

The Stipulating Parties agreed not to adopt this procedural modification at this time. Settlement discussions resulted in the Stipulating Parties, agreeing, in context of a comprehensive stipulation, that this issue is resolved by PGE's commitments to hold a workshop and to reduce its 2021 NVPC forecast.

9. Automated Demanded Response (ADR) Programs

CUB raised a concern regarding the modeling of ADR programs benefits in NVPC forecasts, arguing that the reduced demand resulting from demand response programs should be modeled in MONET to produce power cost benefits for all customers. CUB did not propose a specific adjustment, however. PGE responded that both costs and benefits resulting from ADR programs are currently reflected in customer prices through Schedule 135, but did not oppose the ability of parties to raise this issue in future proceedings.

Settlement discussions resulted in the Stipulating Parties, agreeing, in context of a comprehensive stipulation, that this issue is resolved by PGE's commitments to hold a workshop and to reduce its 2021 NVPC forecast.

10. Beaverton Public Safety Center (BPSC) Energy Storage Microgrid

If cost recovery for prudently incurred costs associated with the BPSC Energy Storage Microgrid is approved prior to the final 2021 NVPC update in this proceeding, CUB proposed that PGE include the related net variable power costs in the 2021 NVPC forecast.

For settlement purposes, the Stipulating Parties agreed with CUB's proposal as well as that issue was otherwise resolved by PGE's commitments to hold a workshop and to reduce its 2021 NVPC forecast.

IV. RESOLUTION REGARDING STIPULATION

We adopt the stipulation and find that the proposed adjustments and actions represent appropriate and reasonable resolutions to the issues in this docket. Rates reflecting these adjustments will be fair, just, and reasonable and provide PGE with adequate revenues, consistent with the standard in ORS 756.040.

V. WHEATRIDGE FACILITY REPORTING

In our Order No. 20-321, we required that PGE work with Staff and parties to develop a report, commencing with the next annual power cost filings, to detail the performance of the Wheatridge facility. We directed that facility performance be compared to the estimates used to justify the project through the IRP and RFP processes. We specifically required that this report include an evaluation of expected and realized PTCs, project output and capacity, revenue requirement, and ongoing operating and maintenance costs. We directed PGE, Staff, and parties to develop a format for the report and describe any challenges they encounter in providing the information specified. The purpose of this reporting is to allow us to review significant deviations from forecast benefits.

Contemporaneously with Order No. 20-321, PGE provided a bench request response in this proceeding that provided useful detail about Wheatridge's benefits. Similar to the reporting sought in Order No. 20-321, the request sought more detail on how forecasted benefits were calculated and what portion of benefits were PTC-related as compared with benefits that would accrue due to displacement of market purchases and market sales.

We appreciate PGE's response to the bench request. In reviewing the bench request response, it was particularly helpful to see the power cost benefit value and how MONET splits Wheatridge's output, with a portion of its output projected to serve load and a portion sold to market. In the report we ordered to be filed with PGE's next power cost filing, we request that PGE expand this information so it also includes the PPA portion of the project.

VI. ORDER

IT IS ORDERED that:

1. The stipulation between Portland General Electric Company, Staff of the Public Utility Commission of Oregon, the Oregon Citizens' Utility Board, and the Alliance of Western Energy Consumers, attached as Appendix A, is adopted.

2. Portland General Electric Company must file its final MONET run on or before November 15, 2020, producing the final Annual Update Tariff Adjustment for 2020.

3. Portland General Electric Company must file revised rate schedules consistent with this order to be effective no earlier than January 1, 2021.

4. In developing a report that details the performance of the Wheatridge facility, to be filed with Portland General Electric Company's next annual power cost filing, as required by Order No. 20-321, information will be included about the PPA portion of the project.

5. Made, entered, and effective Oct 28 2020.

Megan W. Decker
Chair

Letha Tawney
Commissioner

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.

1BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UE 377

In the Matter of PORTLAND GENERAL ELECTRIC COMPANY 2021 Annual Power Cost Update Tariff (Schedule 125)	**STIPULATION**

This Stipulation is between Portland General Electric Company ("PGE"), Staff of the Public Utility Commission of Oregon ("Staff"), the Citizens' Utility Board of Oregon ("CUB"), and the Alliance of Western Energy Consumers ("AWEC") (collectively, the "Stipulating Parties").

PGE filed this Annual Power Cost Update Tariff filing on April 1, 2020, for 2021 net variable power costs ("NVPC"). The filing included the minimum filing requirements required by Schedule 125 and testimony and exhibits. PGE also provided to Staff and other parties work papers in support of its filing. Since that time, Staff and intervening parties have submitted over 150 data requests obtaining additional information. On June 8, 2020, PGE filed supplemental testimony regarding a new power purchase agreement executed between PGE and the Public Utility District No. 1 of Douglas County (Douglas PPA). On June 26, 2019, Staff, CUB and ICNU filed their opening testimony in this docket. On July 9, 2020, Staff, CUB, and AWEC filed supplemental testimony regarding the Douglas PPA. On July 13, 2019, the Stipulating Parties participated in a settlement conference. As a result of those discussions, the Stipulating Parties have reached a compromise settlement of all issues in this docket, as described in detail below.

TERMS OF STIPULATION

1. This Stipulation resolves all issues in this docket.

2. Western Energy Imbalance Market ("EIM"). The Stipulating Parties agree that for ratemaking in this docket:

   a. CAISO flexible ramping product award savings of $408,450 will be included in the EIM benefit forecast.

   b. PGE will assume 4% of its 2021 forecast greenhouse gas (GHG) cost obligation can be met with ARB Offset Credits PGE has purchased since joining EIM.

   c. With one exception, all results from PGE's 2021 EIM Benefit Methodology will not change from PGE's July 15, 2020 MONET update submittal in this docket. The single exception is GHG benefits. PGE will continue to update California Carbon Allowance (CCA) prices consistent with the updates used for electric and gas prices in the AUT proceeding.

   d. PGE will hold a workshop with the other Stipulating Parties on EIM trading limit methodology prior to PGE's initial 2022 NVPC filing. Presentation materials, including any workpapers used in developing the presentation materials, will be provided to the parties no later than two weeks prior to the date of the workshop.

      i. PGE will address in the workshop the EIM transaction limits methodology changes proposed by Parties in their opening testimony.

      ii. PGE will address in the workshop Parties' questions regarding whether EIM trades in the forecast are representative of trades that occur in actual operations and the interaction between PGE's participation in the EIM and PGE's reserve requirements.

3. <u>Faraday Production Tax Credits (PTCs).</u> For ratemaking in this docket the 2021 NVPC forecast will be reduced by $557,488 to reflect PTCs associated with eligible incremental generation at the Faraday Powerhouse expected to be generated in 2021.

4. <u>Gas Resale Optimization.</u> PGE will update the fuel losses assumption in the gas resale optimization modeling to be consistent with the MONET GTN fuel loss assumption used for dispatching resources in the model.

5. <u>Variable Energy Resources Integration Update.</u>

   a. PGE will update the load following and regulating margin obligations included in the 2021 NVPC forecast to only reflect the addition of the Wheatridge wind facility into PGE's resource portfolio.

   b. The language in Schedule 125 regarding updates to the costs associated with wind integration will not be changed in this proceeding.

6. <u>Transmission Resales, Colstrip Forced Outage Rate, Port Westward (PW)/Beaver Complex Gas Supply, Gas Resale Transactions pursued during Carty and Coyote Springs generation plants forced outages, Qualifying Facilities, and any remaining NVPC issues not separately identified</u>.

   a. In settlement of Transmission Resales, Colstrip Forced Outage Rate, Port Westward/Beaver Complex Gas Supply, Gas Resale Transactions pursued on the GTN pipeline during Carty and Coyote forced outages, Qualifying Facilities, and any other NVPC issue not separately identified herein, NVPC in this proceeding will be reduced $2.2 million. In addition, Parties agree to the following:

      i. PGE will hold a workshop with Parties to discuss Transmission Resale forecast methodology and Port Westward/Beaver Complex Gas supply constraint prior to PGE's initial 2022 NVPC filing. Presentation materials will be provided to Parties no later than two weeks prior to the date of the workshop.

7. The Stipulating Parties recommend and request that the Commission approve the adjustments and provisions described herein as appropriate and reasonable resolutions of all issues in this docket.

8. The Stipulating Parties agree that this Stipulation is in the public interest, and will contribute to rates that are fair, just and reasonable, consistent with the standard in ORS 756.040.

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

10. The Stipulating Parties have negotiated this Stipulation as an integrated document. The Stipulating Parties, after consultation, may seek to obtain Commission approval of this Stipulation prior to evidentiary hearings. 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) 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 (ii) 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's final order. The Stipulating Parties agree that in the event 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, the Stipulating Parties will meet in good faith within ten days and discuss next steps. A Party may withdraw from the Stipulation after this meeting by providing written notice to the Commission and other Parties. Nothing in this paragraph provides any Stipulating Party the right to withdraw from this Stipulation as a result of the Commission's resolution of issues that this Stipulation does not resolve.

11. This Stipulation will be offered into the record in this proceeding as evidence pursuant to OAR 860-001-0350(7). The Parties agree to support this Stipulation throughout this proceeding and in any appeal, and 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.

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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.

DATED this 21st day of August, 2020.

/s/ Douglas C. Tingey
PORTLAND GENERAL ELECTRIC COMPANY

/s/ Stephanie S. Andrus
STAFF OF THE PUBLIC UTILITY COMMISSION OF OREGON

/s/ Michael P. Goetz
CITIZENS' UTILITY BOARD OF OREGON

/s/ Tyler C. Pepple
ALLIANCE OF WESTERN ENERGY CONSUMERS