

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

3 UE 156

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| 5 In the Matter of PORTLAND GENERAL<br>6 ELECTRIC COMPANY’S Investigation<br>into Meter Information Services and<br>E-Manager Program. | STIPULATION |
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8 **I. INTRODUCTION**

9 Portland General Electric Company (“PGE”) and the Public Utility Commission of  
10 Oregon staff (“Staff”) enter into this Stipulation to resolve the issues in this docket. Staff and  
11 Portland General (collectively “Stipulating Parties”) participated in several settlement  
12 discussions. The Stipulating Parties submit this Stipulation to the Commission and request that  
13 the Commission enter an order approving the settlement as presented.

14 This docket involves PGE’s filed Advice No. 03-15, which includes Meter Information  
15 Services (Schedule 320) and E-manager (Schedule 725). E-manager is the provision of Meter  
16 Information Services outside of PGE’s service territory. While PGE’s Schedules 320 and 725  
17 were approved as filed at the Commission public meeting on December 18, 2003, some disputed  
18 issues remained. This stipulation resolves those remaining disputed issues.

19 **II. TERMS OF THE STIPULATION**

20 1.

21 The written explanatory brief, marked as Exhibit A to the Stipulation, which is attached  
22 hereto, will be received in evidence pursuant to this stipulation without requiring any Stipulating  
23 Party to lay a foundation for its admission.

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2.

PGE agrees that it will follow existing tariff conditions if customers wish to access their historical usage data when deciding whether to use Meter Information Services or the services of a competitive provider.

3.

PGE agrees that it will disclose to customers in writing and easily noticed that these services are available through other providers and that they need not purchase this service in order to continue to receive electricity service from PGE. PGE has provided the form and content of the disclosure statements it is currently using to Staff, and PGE further agrees that Staff will be permitted to review and approve the final form and content of changes in the disclosure statements before they are published.

4.

The Stipulating Parties agree that PGE may use proprietary consumer information to provide Meter Information Services. If PGE does use services from other regulated functions within PGE to access proprietary consumer information to provide its Meter Information Services, it agrees that it will use such services at its fully distributed costs. PGE agrees there will be no cross subsidization between Meter Information Services and other PGE regulated functions.

5.

PGE agrees that it has ceased offering Meter Information Services as a free service as of June 30, 2004, and will obtain Commission approval if it proposes to offer Meter Information Service for free at some time in the future.

6.

PGE agrees that it will book all costs and revenues for Meter Information Services in regulatory accounts and in a manner that all costs and revenues of the service can be separately identified during PGE's next rate case.

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7.

PGE agrees to annually report the fully allocated costs and revenues of this service to Staff in its Regulated Results of Operations Report. The Stipulating Parties agree that the allocation method used shall be as presented in PGE’s Cost Allocation Manual filed annually with the Commission pursuant to OAR 860-027-0048(5). The Stipulating Parties further agree that if costs for this service are not being met in the future, then the Stipulating Parties will discuss revising the prices for the service.

8.

The Stipulating Parties agree that Pulse Output Metering is a monopoly service and any tariff change to this service is subject to Commission approval. PGE agrees that it will continue to include a price for Pulse Output Metering in its tariff.

9.

The Stipulating Parties agree that PGE will file the prices of E-Manager, which is the provision of Meter Information Services outside of PGE’s service territory but within the state of Oregon, in accordance with ORS 757.205. PGE further agrees to file a request to modify Schedule 725 to include the prices as listed in Schedule 320.

10.

The Stipulating Parties agree that the tariffed rates are just and reasonable as currently filed.

11.

This Stipulation will be offered into the record of this proceeding as evidence pursuant to OAR 860-014-0085. The Stipulating Parties agree to support this Stipulation throughout this proceeding, in any appeal, and recommends that the Commission issue an order adopting its terms.

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12.

If this Stipulation is challenged by any other party to this proceeding, the Stipulating Parties to this Stipulation reserve the right to cross-examine witnesses and introduce evidence to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlements embodied in this Stipulation. Notwithstanding this reservation of rights, the Stipulating Parties agree that they will continue to support the Commission’s adoption of the terms of this Stipulation.

13.

The Stipulating Parties have negotiated this Stipulation as an integrated document. In the event the Commission does not adopt this Stipulation in whole, this Stipulation shall be void, and no signatory shall be bound by any of the stipulated agreements or provisions. If the Commission rejects this Stipulation in whole or in part, any Stipulating Party disadvantaged by that action shall have the rights provided in OAR 860-014-0085 and shall be entitled to seek reconsideration or appeal of the Commission’s order.

14.

By entering into the Stipulation, no Stipulating Party will be considered 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. No Stipulating Party will be considered to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding.

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This Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document.

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The Stipulating Parties respectfully request the Commission to enter an order approving this Stipulation and closing Docket No. UE-156.

DATED this \_\_\_\_\_ day of April 2005.

Respectfully submitted,

HARDY MYERS  
Attorney General

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Jason W. Jones, #00059  
Assistant Attorney General  
Of Attorneys for PUC Staff

DATED this \_\_\_\_\_ day of April 2005.

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Barbara Halle  
Portland General Electric Company

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|  |                           |
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| 5 In the Matter of PORTLAND GENERAL<br>6 ELECTRIC COMPANY'S Investigation<br>7 into Meter Information Services and<br>8 E-Manager Program. | STAFF'S EXPLANATORY BRIEF |
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8 **I. INTRODUCTION**

9 On September 10, 2003, PGE filed Advice No. 03-15 to tariff Meter Information Services  
10 (Schedule 320) as a customer service program (see Attachment A). The program was offered at  
11 no direct charge to customers with facility capacities greater than 500 kW. Customers with  
12 facility capacities less than 500 kW were charged for the service based on the rates contained in  
13 the tariff schedule. Meter Information Services can assist larger customers in making changes in  
14 consumption and in considering pricing options, including direct access.

15 The provision of meter information services outside the service territory, known as E-  
16 manager, was also filed under Advice No. 03-15 as Schedule 725.

17 PGE's Schedules 320 (Meter Information Services) and 725 (E-Manager) were approved  
18 as filed at the Commission public meeting on December 18, 2003, but some disputed issues  
19 remained. PGE and Staff continued their discussions about the remaining disputed issues in an  
20 attempt to reach a mutually acceptable resolution.

21 PGE and Staff now submit this Explanatory Brief to support the proposed settlement of  
22 disputed issues in this Docket. The issues are stated first, followed with an explanation of their  
23 proposed resolution.

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1 **ISSUES**

2 I. Is the nature of the Meter Information Services, or its component parts, monopoly or  
3 competitive?

4 Staff and PGE have discussed the term “Competitive Operation” as defined in the Oregon  
5 Administrative Rule (“OAR”) 860-038-0005 (8) and the term’s applicability to Meter  
6 Information Services. Staff and PGE disagree about the proper interpretation of the rule and the  
7 term “Competitive Operation” and of ORS 757.646. Staff and PGE acknowledged disagreement  
8 on this point, and proceeded to consider the effect of offering these services on other providers.

9 While the parties have not reached agreement on the appropriate resolution of the proper  
10 interpretation of ORS 757.646, they have reached a compromise that results in PGE’s Meter  
11 Information Services being provided above-the-line, with all costs and revenues recorded to  
12 utility accounts, but with certain agreed-upon conditions that address Staff’s concerns. This  
13 compromise permits PGE to provide all appropriate information to, and receive information  
14 from, customers to effectively provide the services when requested, but also ensures that any  
15 actual competitors will have access to the customer information they need to provide a similar  
16 service.

17 II. What conditions and restrictions should apply to this service?

18 1. Should PGE be required to follow existing tariff conditions if customers wish to  
19 access their historical usage data when deciding to use this service?

20 The parties agreed that Meter Information Services will be required to follow existing  
21 tariff conditions if a customer requests access to its historical usage data. Customers will be  
22 charged the price listed in PGE’s Tariff Schedule 300, whether they are using or considering  
23 using PGE’s Meter Information Services or the services of a competitive provider. PGE believes  
24 that, while this is not required under the OPUC statutes and rules because Meter Information  
25 Services is not a “Competitive Operation,” this is an acceptable compromise that addresses  
26 Staff’s concerns about any cost or access to information advantage PGE might otherwise have in

1 providing Meter Information Services to its customers.

2 2. Should PGE be required to provide certain disclosures to customers when it markets  
3 this service?

4 The parties agreed that PGE will disclose to customers in any written or electronic  
5 marketing communications of more than minor length that: a) the customer is free to procure  
6 similar services from other providers besides PGE; and b) the customer is not required to  
7 purchase the Meter Information Services from PGE in order to receive regulated electricity  
8 service from PGE. PGE has provided the statements that it is currently using to Staff; Staff will  
9 be permitted to review the final form and content of changes in the disclosure statements before  
10 they are published. PGE and Staff agree that this condition is a reasonable resolution of the  
11 concern that customers will be made aware that they are free to procure these types of services  
12 from other providers and can do so while receiving safe and reliable electricity service from  
13 PGE.

14 3. Should PGE be allowed to use proprietary customer information from its regulated  
15 processes in providing this service?

16 The parties agreed that PGE could use proprietary consumer information from the other  
17 parts of its regulated business in providing the Meter Information Services (see #1, above). The  
18 parties also agreed that should PGE use its regulated processes to provide Meter Information  
19 Services to customers, it will use those services at its fully distributed cost. This condition is  
20 reasonable because Meter Information Services are being used in the provision of other regulated  
21 services, such as handling customer bill complaints and load research and planning. Allowing  
22 such use is reasonable in this circumstance because the Parties also agree that if PGE does use its  
23 regulated processes in providing Meter Information Services to customers; it will do so at its  
24 fully distributed costs.

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1 4. Can PGE continue to offer this service to any class of customers at no additional  
2 charge?

3 In Advice No. 03-15, PGE proposed that costs and revenues for Meter Information  
4 Services be accounted for as a utility service, and that the standard offer of Meter Information  
5 Services be provided at no direct charge to customers with a facility capacity greater than 500  
6 kW.

7 While PGE does not believe that the Commission is authorized to eliminate barriers to  
8 competition in this particular market, in the interest of compromise the parties agreed that PGE  
9 would cease offering this service free of additional charge as of June 30, 2004, which it has done.  
10 Customers who previously were using this service free of additional charge were informed of the  
11 change by May 2, 2004, as agreed. Also, in the future, should PGE wish to offer this service free  
12 of additional charge to any class of customers, PGE agreed to present to the Commission its  
13 proposal to do so in advance of actually offering it to customers, and to obtain Commission  
14 approval.

15 5. Are there any additional conditions or restrictions that are appropriate for this service?

16 The parties agreed on certain other conditions to reach a settlement on all of the disputed  
17 issues. They are as follows:

18 a) PGE shall book all costs and revenues for Meter Information Services using specific  
19 accounting strings to ensure that costs and revenues may be identified during PGE's next rate  
20 case.

21 b) PGE shall annually report the fully allocated costs and revenues of this service to Staff  
22 in its Regulated Results of Operations Report and will ensure the program meets its fully  
23 allocated costs. If costs are not being met in the future, then PGE and Staff will discuss revising  
24 the prices. The allocation method used shall be as presented in PGE's Cost Allocation Manual  
25 filed annually with the Commission pursuant to OAR 860-027-0048(5) (see Attachment A for  
26 the most recent filing).

1 c) The Commission shall regulate the prices for E-Manager, which is the provision of  
2 Meter Information Services outside PGE's service territory but within the state of Oregon, in  
3 accordance with ORS 757.205. The parties agreed that PGE would file a request to modify  
4 Schedule 725 to include the prices as listed in Schedule 320.

5 d) PGE shall continue to have a price for Pulse Output Metering in its Tariff. The Parties  
6 recognize that Pulse Output Metering is a monopoly service and any tariff changes regarding its  
7 price or offering are subject to Commission approval.

8 **CONCLUSION**

9 The parties have worked through the disputed issues and reached a compromise that is  
10 acceptable to all of them. PGE will continue to provide Meter Information and E-Manager  
11 Services in accordance with the agreed-upon conditions. The stipulation present a reasonable  
12 resolution of the issues presented in this docket. The parties agree that the rates are just and  
13 reasonable as currently filed. As there are no remaining disputed issues, Docket UE-156 can and  
14 should be closed.

15  
16 DATED this \_\_\_\_\_ day of April 2005.

17 Respectfully submitted,

18 **HARDY MYERS**  
19 Attorney General

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21 \_\_\_\_\_  
22 Jason W. Jones, #00059  
23 Assistant Attorney General  
24 Of Attorneys for PUC Staff

25  
26 DATED this \_\_\_\_\_ day of April 2005.

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28 \_\_\_\_\_  
29 Barbara Halle  
30 Portland General Electric Company

**SCHEDULE 320**  
**METER INFORMATION SERVICES**

**PURPOSE**

This schedule describes Meter Information Services available to Large Nonresidential Consumers.

**AVAILABLE**

In all territory served by the Company.

**APPLICABLE**

To all Large Nonresidential Consumers.

**PROGRAM DESCRIPTION**

Meter Information Services is the provision of electric, gas, water usage and other relevant data, such as weather conditions, through an on-line energy management system.

Large Nonresidential Consumers requesting service under this schedule must have an ability to capture and transmit interval usage data. The Company will advise the Consumer on equipment specifications and subsequent changes necessary to meet these service requirements.

Meter Information Services provides Large Nonresidential Consumers with interval usage data depicted in charts and graphs. Meter Information Services enables Large Nonresidential Consumers to compare their current usage with historic data, identify anomalies in their usage, track savings from energy efficiency projects, and understand their energy usage.

Consumers may choose between the basic service option or enhanced service:

- 1) Standard Package – Data is updated on a weekly basis.
- 2) Enhanced Service – Data is updated on a daily basis.

Consumers may also choose Energy Worksite which is an optional feature that offers more automated tracking capability including the ability to track projects, manage preventative maintenance and track work orders and energy bills. The Energy Worksite offer is customized for each Consumer.

**SCHEDULE 320 (Continued)**

**BILLING RATES**

Meter Information Services is billed monthly on the Consumer's bill for Electricity Service. Consumers may choose to be separately billed for Meter Information Services for an additional \$8 per bill.

Standard Package

Set Up Fee: \$250.00 for the first meter  
\$50.00 for each additional meter

Monthly Fees per meter:

|                   |         |
|-------------------|---------|
| Standard Package  |         |
| 1 to 5 meters     | \$50.00 |
| 6 to 10 meters    | \$45.00 |
| 11 to 15 meters   | \$40.00 |
| 16 to 20 meters   | \$35.00 |
| 21 or more meters | \$30.00 |

Enhanced Service – These costs are in addition to cost for the Standard Package.

|                             | <u>Monthly Cost per meter</u> | <u>Start Up Fee per meter</u> |
|-----------------------------|-------------------------------|-------------------------------|
| Daily Information           | \$10.00                       | \$100.00                      |
| Hourly Airport Weather Data | \$25.00                       | \$50.00                       |

Additional Consumer Support or Training \$125.00 per hour

Customized data, including Energy Worksite, may be provided at a mutually agreed price.

**SCHEDULE 320 (Concluded)**

**SPECIAL CONDITIONS**

Consumers who request service both inside and outside of the service territory shall have all Points of Delivery receiving service on Schedule 725 and on this Schedule, added together to determine the appropriate monthly rate per meter.

**(D)**

**(D)**

Service under this schedule requires interval metering and meter communications be in place prior to the initiation of Meter Information Services.

Because of the meter and / or software installation required for this service, the Company anticipates a delay may occur from the time a Consumer requests service under this Schedule until the Company can provide it.

Meter Information Services requires that the Consumer have certain minimum computer system requirements and an ability to capture and transmit interval usage data. Specifications will be provided upon request. The Consumer shall at its expense provide the necessary communications equipment.

Consumers may request a submeter be installed for the purpose of receiving Meter Information Services from a specified location behind the Company meter. However, the ability to install a submeter shall be at the discretion of the Company. Consumers choosing submetering will incur charges for all associated labor and materials needed to install the meter. The Consumer is responsible for ownership and maintenance of the submeter.