

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UE 201

In the Matter of the)	STIPULATION RESOLVING ALL ISSUES
PORTLAND GENERAL ELECTRIC COMPANY)	
Application for Annual Adjustment to Schedule 126 under the Terms of the Annual Power Cost Variance Mechanism)	
)	
)	
)	

This Stipulation (“Stipulation”) is among Portland General Electric Company (“PGE”), Staff of the Public Utility Commission of Oregon (“Staff”), the Citizens’ Utility Board of Oregon (“CUB”), and the Industrial Customers of Northwest Utilities (“ICNU”) (collectively, the “Stipulating Parties”).

I. INTRODUCTION

On July 1, 2008, PGE filed this annual power cost variance adjustment (“PCAM”) as required by its Tariff Schedule 126. The Stipulating Parties are the only parties to the docket. The parties have conducted discovery, held workshops, and conducted settlement conferences. As a result of those settlement discussions, the Stipulating Parties have agreed to certain adjustments to PGE’s calculation of the PCAM, and to a tariff clarification. The Stipulating Parties submit this Stipulation to the Commission and request that the Commission adopt orders in this Docket implementing the following.

II. TERMS OF STIPULATION

1. This Stipulation is a comprehensive settlement of the issues in this docket.
2. The 2007 PCAM credit will be modified to reflect an earnings test deadband

calculation using 349 days (the applicable PCAM period for 2007) rather than 365 days. The effect of this change is an increase in the PCAM credit of approximately \$461,000.

3. The 2007 PCAM credit will be modified to remove 7/12 of a coal inventory adjustment accrual made by PGE. This reflects an estimate of the portion of the accrual that relates to 2006, in which no PCAM was applicable. This change increases the 2007 PCAM credit by approximately \$256,000. In future PCAM proceedings, coal inventory accruals will not be removed on the basis that they relate to a prior period. Parties retain the right to challenge PGE's coal inventory in future cases on other grounds, including but not limited to its accuracy and reasonableness.

4. In future PCAM proceedings PGE agrees to show earnings test return on equity results first without the PCAM credit or charge, and then after the calculated PCAM credit or charge.

5. The Stipulating Parties agree that accruals related to SB 408 should be included in PCAM earnings tests for 2007 and in future PCAM earnings tests.

6. ICNU and PGE agree to work in good faith to establish a confidentiality agreement that allows ICNU and their expert witness to receive confidential information at the time of PGE's initial filing in future PCAM dockets. PGE also agrees to provide with its future PCAM filings the same work papers as provided in this proceeding, and an additional work paper that shows the transaction level detail for the PCAM actual power cost report, comparable to PGE's response to ICNU data requests 1.1 and 1.2 in this case. In future PCAM proceedings, all parties shall provide work papers concurrently with their testimony. In future proceedings, PGE also agrees to provide ICNU's expert witnesses with confidential data response answers with overnight package delivery and non-confidential data response answers via email.

7. The parties will support a change in the language of Schedule 126, as shown on Exhibit “A” to this Stipulation, to make adjustments to forecasted net variable power costs to reflect the impact of customer direct access enrollments under Schedules 515 through 594 that take place after the final Monet power cost run is filed in mid-November. Nothing in this paragraph reduces the Stipulating Parties procedural and substantive rights to challenge the final Monet power cost runs filed in mid-November or the subsequent adjusted update.

8. The estimated impact of all of these changes is an increase in the 2007 PCAM credit of approximately \$717,000. Exhibit “B” to this Stipulation shows the revised calculation of the 2007 PCAM credit of \$16.534 million after the stipulated changes. PGE will recalculate appropriate revenue sensitive costs and interest on the revised PCAM credit consistent with the methodology provided in Schedule 126.

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

10. The Stipulating Parties agree that this Stipulation is in the public interest and will result in rates that are fair, just, and reasonable.

11. The Stipulating 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.

12. If the Commission rejects all or any material part of this Stipulation, or adds any material condition to any final order which is not contemplated by 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 that rejects this

Stipulation or adds such material condition. 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.

13. 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 (if necessary), and recommend that the Commission issue an order adopting the settlements contained herein. The Stipulating Parties also agree to cooperate in drafting and submitting written testimony required by OAR § 860-14-0085(4).

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, other than those specifically identified in the 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.

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.


DATED this 31st day of October, 2008.

/s/ Douglas C. Tingey
PORTLAND GENERAL ELECTRIC
COMPANY

/s/ Jason Jones
STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

/s/ Robert Jenks
CITIZENS' UTILITY BOARD
OF OREGON

/s/ Irion Sanger
INDUSTRIAL CUSTOMERS OF
NORTHWEST UTILITIES

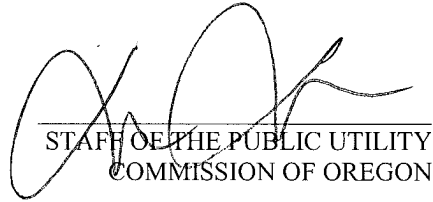

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PORTLAND GENERAL ELECTRIC
COMPANY

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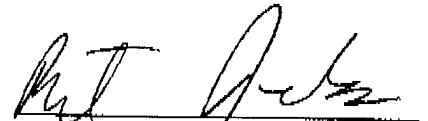
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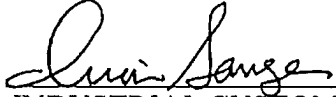
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Schedule 126 (Continued)

DEFINITIONS

Actual Loads

Actual loads are total annual calendar retail loads adjusted to exclude loads of Customers to whom this adjustment schedule does not apply.

Actual NVPC

Incurring cost of power based on the definition for NVPC described here in. Actual NVPC will be increased by the value of the energy associated with those Customers that received the Schedule 128 Balance of Year Transition Adjustment for the period during the year that the Customers received the Schedule 128 adjustment.

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Actual Unit NVPC

The Actual Unit NVPC is the Actual NVPC divided by Actual Loads.

Annual Variance (AV)

The Annual Variance (AV) is the dollar amount calculated annually based on the following formula:

$$\text{Actual Unit NVPC} = \text{Adjusted Base Unit NVPC} * \text{Actual Loads}$$

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Base Unit NVPC

The Base Unit NVPC is the NVPC used to develop rate schedules for the applicable year divided by the associated calendar basis retail loads. Base NVPC are updated annually in accordance with Schedule 125 ~~adjusted to reflect the forecast load of those Customers that received service under Schedules 515 through 594 for the entire applicable year.~~

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Adjusted Base Unit NVPC

The Adjusted Base Unit NVPC is the NVPC used to calculate the Annual Variance. The adjusted Base Unit NVPC is the Base Unit NVPC (determined in accordance with Schedule 125) adjusted for load and cost changes resulting from non-residential customers choosing service under Schedule 515 through 594 after the November update for the applicable year.

Negative Annual Power Cost Deadband

The Negative Annual Power Cost Deadband is an amount equal to 75 basis points of the Company's return on equity.

Positive Annual Power Cost Deadband

The Positive Annual Power Cost Deadband is an amount equal to 150 basis points of the Company's return on equity.

Advice No. 07-01
Issued January 16, 2007
Pamela Grace Lesh, Vice President

Effective for service
on and after January 17, 2007

Schedule 126 (Continued)

DEFINITIONS (Continued)

Net Variable Power Costs (NVPC)

The Net Variable Power Costs (NVPC) represents the power costs for Energy generated and purchased. NVPC are the net cost of fuel, fuel transportation, power contracts, transmission / wheeling, wholesale sales, hedges, options and other financial instruments incurred to serve retail load. For purposes of calculating the NVPC, the following adjustments will be made:

- Exclude BPA payments in lieu of Subscription Power.
- Exclude the monthly FASB 133 mark-to-market activity.
- Exclude any cost or revenue unrelated to the period.
- Include as a cost all losses that the Company incurs, or is reasonably expected to incur, as a result of any non-retail Customer failing to pay the Company for the sale of power during the deferral period.
- Include fuel costs and revenues associated with steam sales from the Coyote Springs I Plant.
- Include gas resale revenues.
- Include Energy Charge revenues from Schedules 76R, 38, 83, 89, and 91 Energy pricing options other than Cost of Service and the Energy Charge revenues from the Market Based Pricing Option from Schedules 483 and 489 as an offset to NVPC.
- NVPC shall be adjusted as needed to comply with Order 07-015 that states that ancillary services, the revenues from sales as well as the costs from the services, should also be taken into account in the mechanism.

ADJUSTMENT AMOUNT

The amount accruing to the Power Cost Variance Account, whether positive or negative will be multiplied by a revenue sensitive factor of 1.0287 to account for franchise fees and uncollectables.

The Power Cost Adjustment Rate shall be set at level such that the projected amortization for 12 month period beginning with the implementation of the rate is no greater than six percent (6%) of annual Company retail revenues for the preceding calendar year.

TIME AND MANNER OF FILING

As a minimum, on July 1st of the following year (or the next business day if the 1st is a weekend or holiday), the Company will file with the Commission recommended adjustment rates for the next calendar year.

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Inserted: Actual NVPC will be increased to include the value of the energy associated with those Customers that received the Schedule 128 Balance of Year Transition Adjustment for the period during the year that the Customers received the Schedule 128 adjustment.¶

Advice No. 07-01
Issued January 16, 2007
Pamela Grace Lesh, Vice President
Portland General Electric Company
P.U.C. Oregon No. E-18

Effective for service
on and after January 17, 2007

Original Sheet No. 126-4



Portland General Electric Company
Legal Department
121 SW Salmon Street • Portland, Oregon 97204
(503) 464-8926 • Facsimile (503) 464-2200

Douglas C. Tingey
Assistant General Counsel

October 31, 2008

Via Electronic Filing and U.S. Mail

Oregon Public Utility Commission
Attention: Filing Center
550 Capitol Street NE, #215
PO Box 2148
Salem OR 97308-2148

Re: UE 201

Attention Filing Center:

Enclosed for filing in the above-referenced docket are an original and five copies of:

- **STIPULATION RESOLVING ALL ISSUES**
- **TESTIMONY OF DUSTIN BALL, RANDY FALKENBERG, BOB JENKS, ALEX TOOMAN (Staff-ICNU-CUB-PGE/100).**

This is being filed by electronic mail with the Filing Center.

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

Thank you in advance for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "DCT", is written over a faint, larger signature that appears to be "Douglas C. Tingey".

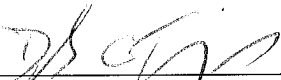
DOUGLAS C. TINGEY
Assistant General Counsel

DCT:cbm
Enclosures

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused **STIPULATION RESOLVING ALL ISSUES and TESTIMONY OF DUSTIN BALL, RANDY FALKENBERG, BOB JENKS, ALEX TOOMAN (Staff-ICNU-CUB-PGE/100)** 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 from OPUC Docket No. UE 201.

Dated at Portland, Oregon, this 31st day of October, 2008.



DOUGLAS C. TINGEY, OSB # 044366
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