

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UE 335

In the Matter of

PORTLAND GENERAL ELECTRIC
COMPANY

Request for a General Rate Revision.

**PARTIAL STIPULATION
REGARDING DIRECT ACCESS
ISSUES**

This Stipulation Regarding Direct Access Issues ("Stipulation") is between Portland General Electric Company ("PGE"), Staff of the Public Utility Commission of Oregon, Fred Meyer Stores and Quality Food Centers, Divisions of The Kroger Co., Albertsons Companies, Inc., and Calpine Energy Solutions, LLC (collectively, the "Stipulating Parties").

This Stipulation addresses issues related to direct access. Other Stipulations either have or will be filed addressing other issues. This Stipulation is the result of multiple settlement conferences culminating in an agreement in principle among the Stipulating Parties on August 10, 2018. The Stipulating Parties are aware that at least one other party to this docket intends to oppose part, or all, of this Stipulation. The Stipulating Parties have reached a compromise settlement resolving direct access related issues, as set forth below.

TERMS OF DIRECT ACCESS PARTIAL STIPULATION

1. This Stipulation resolves only the general rate case issues described below.
2. Transition Adjustments. Except as provided herein regarding Docket UM 1920, there will be no change to either the calculation of transition adjustments or the number of years for transition adjustments as a result of this docket.

3. ESS Scheduling. As part of this settlement, PGE withdraws its proposed modifications to Rule K regarding scheduling by Electricity Service Suppliers (“ESS”).
4. Participation Limit. There will be no modification to either the 300 MWh participation cap or the minimum eligibility requirements for PGE’s long-term direct access program for existing customers (Schedules 485, 489, 490, 491, 492, and 495). The Stipulating Parties acknowledge that:
 - a. The Public Utility Commission of Oregon (“Commission”) may modify the participation cap in docket AR 614 through adoption of a combined cap with the new large load direct access program; and
 - b. The other terms of this Stipulation will remain in effect even if the Commission adopts a combined cap in AR 614 or otherwise changes the cap on the long-term direct access program for the existing loads as part of AR 614.
5. Renewable Energy Certificates. PGE will transfer renewable energy certificates (“RECs”) to each ESS on behalf of each Direct Access Customer served by that ESS during the years in which the customer pays transition adjustment rates to PGE. The RECs supplied by PGE to the ESS will possess characteristics (e.g. vintage, proportion of bundled to unbundled, etc.) that would be suitable for compliance with Oregon’s renewable portfolio standard (“RPS”) law if such RECs were retired by PGE for purposes of compliance with the RPS for the load of that ESS’s Direct Access Customers during the compliance year in question. This provision is applicable to customers choosing direct access starting with the 2020 service year (opting out in September 2019 or after).
6. Term. The Stipulating Parties agree to refrain from making new proposals to the Commission for any changes that would become effective for the existing Direct Access

programs for service years 2020 or 2021. The Stipulating Parties may continue to advocate their respective positions in UM 1953, PGE's green tariff proposal, and in any docket(s) opened by the Commission to fulfill statutory obligations or at the request of the legislature.

7. UM 1920 Adjustment. The transition adjustment calculated for both long-term opt out program customers and one-year direct access customers will include the allocation of any Commission-approved deferred adjustments related to taxes from Docket UM 1920 for those years in which the deferral is amortized in rates.
8. Schedule 485. Schedule 485 customers that fall below 201 kW have the opportunity to remain on long-term direct access by submitting acceptable documentation to PGE that demonstrates that the customer's decrease in demand is due to conservation efforts, demand side management including distributed generation and storage, or other cause acceptable to PGE, as outlined in Albertson's direct testimony. If allowed to remain on long-term direct access, customer will be billed the higher of actual facility capacity or 201kW facility capacity monthly. If adequate documentation is provided to PGE prior to change in demand, PGE will make best effort to keep the account from migrating to a short-term direct access rate schedule. In any case, to the extent the account migrates to a short-term direct access rate schedule, the customer will be billed non-refundable transition adjustments as appropriate for that rate schedule. A customer who is allowed to remain on, or return to, schedule 485 will pay transition adjustments for the remainder of the initial minimum term of their contract, where applicable.
9. Rule K Modification. Thirty days following the Commission's adoption of the Stipulation, PGE will make a filing to modify Rule K to permit a "change of location" for a service point under contract with an ESS to occur before said account is closed, provided that the

existing facility/location associated with said account is idle, or demonstrates nominal use, and provided the customer agrees that such account shall return to cost of service with PGE. The customer will carry the burden to demonstrate that the business location is idle or with nominal use.

10. Schedule 600 Fee. PGE will address the \$7000 location change fee charged to ESSs per Schedule 600 in its direct testimony for its next general rate case, and will either justify the charge or propose revisions to it.
11. The Stipulating Parties recommend and request that the Commission approve the adjustments and provisions described herein as appropriate and reasonable resolutions of the identified issues in this docket.
12. 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.
13. 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.
14. 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) to withdraw from the 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, 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's final order. 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.

15. 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. The Parties may provide different rationales for supporting this Stipulation. 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.

16. 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 20th day of August, 2018.



PORTLAND GENERAL ELECTRIC
COMPANY

STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

THE KROGER CO.

CALPINE ENERGY SOLUTIONS, LLC

ALBERTSONS COMPANIES, INC.

DATED this 20th day of August, 2018.

PORTLAND GENERAL ELECTRIC
COMPANY

p.p. Kaylee Klein
STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

THE KROGER CO.

CALPINE ENERGY SOLUTIONS, LLC

ALBERTSONS COMPANIES, INC.

DATED this 20th day of August, 2018.

PORTLAND GENERAL ELECTRIC
COMPANY

STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

Dotsey for Kurt Boehm
THE KROGER CO.

CALPINE ENERGY SOLUTIONS, LLC

ALBERTSONS COMPANIES, INC.

DATED this 16th day of August, 2018.

PORTLAND GENERAL ELECTRIC
COMPANY

STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON

THE KROGER CO.



CALPINE ENERGY SOLUTIONS, LLC

ALBERTSONS COMPANIES, INC.

DATED this _____ day of August, 2018.

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ALBERTSONS COMPANIES, INC.