

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

4 UW 190

5 In the Matter of
6 HELTON WATER COMPANY, LLC. | STIPULATION
7 Request for a General Rate Revision

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9 This Stipulation is among Helton Water Company, LLC (Helton or the Company), and
10 the Public Utility Commission of Oregon Staff (Staff), appearing by and through its attorney, Jill
11 Goatcher, Assistant Attorney General, hereafter collectively referred to as the Stipulating Parties.
12 The sole intervenor in this case, Theresa Swearingen, does not object to this stipulation.

13 **I. INTRODUCTION**

14 On March 09, 2022 Helton filed a request for a General Rate Revision. In its application,
15 Helton sought to increase its adjusted test period revenues from \$15,637 to \$39,888, an increase
16 of 155.09 percent.

17 The Stipulating Parties reviewed the Company's filing, responses to data requests from
18 Staff and held a settlement conference to discuss and address the issues in this case. As a result
19 of those discussions, the Stipulating Parties have reached agreement on all issues as set forth in
20 this Stipulation. The Stipulating Parties respectfully request that the Commission issue an order
21 adopting this Stipulation.

22 **II. TERMS OF THE STIPULATION**

23 The Stipulating Parties agree as follows:

24 1. Revenue Requirement. The Stipulating Parties agree to recommend and support a
25 total revenue requirement of \$30,461, as shown in Attachment A, to be collected in rates as set
26 forth in Attachment C to this Stipulation. The impact on customers' average rates is shown in

1 Attachment B. This revenue requirement includes an agreed-upon 9.50 percent rate of return on a
2 total rate base of \$94,306 and represents a 94.8 percent increase over 2021 test period revenues.

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4 2. Rate Effective Date. The Stipulating Parties agree to and support rates becoming
5 effective in a two-phase approach. The first phase for service rendered begins on and after
6 January 1, 2023 or three business days after the date the Commission issues an order adopting
7 this Stipulation, whichever is later. The second phase for services rendered will begin no earlier
8 than 1 year after the start of phase one.

9 3. Rate Base and Accumulated Depreciation. The Stipulating Parties agree that
10 stipulated rates set forth in Attachment C reflect rate base additions put into service from the
11 Company through 2022, but before the new rate effective date, and accumulated depreciation
12 through December 31, 2022 associated with these rate base assets. The Stipulating Parties further
13 agree that Helton's capital additions included in Attachment A are prudent and used and useful
14 as of the rate-effective date in this case.

15 4. The Stipulating Parties agree that this Stipulation is in the public interest and, in
16 the unique circumstances present in this case, will result in rates that are fair, reasonable, and
17 will meet the standard set forth in ORS 756.040.

18 5. The Stipulating Parties have negotiated this Stipulation in good faith and
19 recommend that the Commission adopt the Stipulation in its entirety.

20 6. The Stipulating Parties agree that the Stipulation represents a compromise in the
21 positions of the Stipulating Parties. By entering into this Stipulation, no Stipulating Party shall
22 be deemed to have approved, accepted, or consented to the facts, principles, methods, or theories
23 employed by any other Stipulating Party in arriving at the terms of this Stipulation.

24 7. The Stipulating Parties agree that without the written consent of all Stipulating
25 Parties, evidence of conduct or statements, including but not limited to term sheets or other
26 documents created solely for use in settlement conferences in this docket, and conduct or
statements made at settlement conferences, are confidential and not admissible in this or any

1 subsequent proceeding, unless independently discoverable or offered for other purposes allowed
2 under ORS 40.190.

3 8. The Stipulating Parties support entering into evidence, without requiring any
4 Stipulating party to lay a foundation for its admission, this Stipulation, Stipulation attachments A
5 (revenue requirement), and B (tariffs), Staff's written testimony in support of the Stipulation
6 (Exhibit Staff/100), and additional supporting exhibits.
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8 12. The Stipulating Parties understand that this Stipulation addresses only Helton's
9 request for a general rate increase in this instance, is not binding on the Commission in deciding
10 Helton's application for a general rate increase, and does not foreclose the Commission from
11 addressing any other issues or foreclose a Stipulating Party from raising other issues in a
12 different proceeding.

13 13. The Stipulating Parties have negotiated this Stipulation as an integrated
14 document. Accordingly, if the Commission rejects all or any material portion of this Stipulation,
15 or adds any material condition to any final order that is not consistent with this Stipulation, each
16 Stipulating Party reserves the right, upon written notice to the Commission and all parties to this
17 proceeding within 15 days of the date of the Commission's final order, to withdraw from the
18 Stipulation and to present additional evidence and argument on the record. However, prior to
19 withdrawal, any Stipulating Party who wishes to withdraw must engage in good faith negotiation
20 with the other Stipulating Parties. No Stipulating Party withdrawing from this Stipulation shall
21 be bound to any position, commitment, or condition of this Stipulation. Nothing in this
22 paragraph provides any Stipulating Party the right to withdraw from this Stipulation as a result of
23 the Commission's resolution of issues that this Stipulation does not resolve.

24 14. The Stipulating Parties agree to support Commission approval of the Stipulation,
25 throughout this proceeding and any subsequent appeal, and to provide witnesses to sponsor
26 testimony. If any other party to this proceeding challenges this Stipulation or if any other
interested person objects to this Stipulation in comments, the Stipulating Parties agree to

1 cooperate in responding to bench requests, preparing supplemental testimony, and participating
2 in cross-examination and to put on such a case as they deem appropriate to respond fully to the
3 issues presented, which may include addressing issues incorporated in the settlements embodied
4 in this Stipulation.

5 15. This Stipulation may be executed in any number of counterparts, each of which
6 will be an original for all purposes, but all of which taken together will constitute one and the
7 same agreement. The Stipulating Parties further agree that any electronically-generated
8 Stipulating Party signatures are valid and binding to the same extent as an original signature.

9 16. This Stipulation may not be modified or amended except by written agreement by
10 all Parties who have executed it.

11 This Stipulation is entered into by each Party on the date entered below such Party's
12 signature.

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14 STAFF OF THE PUBLIC UTILITY
15 COMMISSION OF OREGON

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17 By Jill D. Goatcher
18 Assistant Attorney General
19 Of Attorneys for PUC Staff

20 Dated: August 26th, 2022

21 HELTON WATER COMPANY, LLC.

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23 

24 By Silas Olson

25 Dated: Aug 25, 2022