CASE: UM 1908/UM 2206
WITNESSES: RUSS BEITZEL

PUBLIC UTILITY COMMISSION
OF
OREGON

STIPULATING PARITES EXHIBIT 200

Staff Response Testimony

November 7, 2023

Q. Please state your names, occupations, and business addresses.

A. My name is Russ Beitzel. I am a Senior Utility Analyst employed in the Rates and Telecommunications section of the Rates, Safety and Utility Service Program of the Public Utility Commission of Oregon (OPUC or Commission). My business address is 201 High Street SE., Suite 100, Salem, Oregon 97301.

Q. Mr. Beitzel Please describe your educational background and work experience.

A. My witness qualification statement is found in Exhibit Stipulating Parties/101.

Q. What is the purpose of your testimony?

A. The purpose of this testimony is to explain how the Stipulation and Price Plan are beneficial at a state-wide level in Docket Nos. UM 1908 and UM 2206.

Q. Who are the parties in Docket No. UM 1908 and UM 2206?

A. The Stipulating Parties for this docket are CenturyLink (CenturyLink or Company) and Staff of the Public Utility Commission of Oregon (Staff). The Intervenors in this docket are Citizens' Utility Board (CUB), and Priscilla Weaver. Jointly the participants in this docket are each a Party, and collectively the Parties.

Q. Did you prepare any exhibits for this docket?

A. No.

Q. How is this testimony organized?

A. This testimony is organized as follows:

I. Overview of Staff Position 3
III. Price Plan Content 6
Pricing Flexibility 6

Service Quality 8
Protected Customers 10
Enforcement of Price Plan 14
IV. Jacksonville Orders 17
RDOF Build 18
Jacksonville Orders 19
V. Alternate Proposal 23
VI. Conclusion 25

I. OVERVIEW OF STAFF POSITION

Q. Please summarize the Staff's recommendation in this testimony.

A. Staff recommends the Commission adopt the Stipulation as written and will provide additional support and clarification based on the Intervenors' objections and testimony filed on October 24, 2023.

Q. Did Intervenor testimony or objections raise any concerns for Staff?

A. While neither Intervenor objections or testimony raised concerns for Staff about the Stipulation or Price Plan, Staff is concerned that Intervenors misunderstood or misrepresent portions of the agreement. Specifically, there seems to be confusion related to the distinction between the Price Plan's price setting mechanism and service quality mechanisms, protections and reporting for Protected Customers, and the impact of the Stipulation on the Jacksonville area. These issues are discussed in more detail below.

Q. What is Staff's conclusion of the issue most concerning to the Intervenors in their objections to the Stipulation and in their testimony?

A. After reading the objections to the Stipulation and testimony filed by the Intervenors, Staff concludes it is the suspension and subsequent closure of the Orders 22-340 and 22-422 (Jacksonville Orders)[1] based on the construction start and completion, respectively, of high-speed fiber installation to the Jacksonville area as noted in Staff and Company's joint testimony.

[1] Order No. 22-340, as modified in Order 22-422, and affirmed by the Commission in Order No. 23-109 (Mar. 21, 2023).

Q. Does the Stipulation and Price Plan only affect Jacksonville, OR customers?

A. No. Despite the objections and testimony of the Intervenors being focused almost exclusively on the impact to the Jacksonville, OR area, the agreements affect all CenturyLink Oregon customers and the Stipulating Parties recognize the importance of improving service quality across the state, which is why the Protected Customer class encompasses over four thousand customers, greatly expanding the scope beyond Jacksonville.

Q. Why is it important to adopt the Stipulation and Price Plan as negotiated and supported by the Stipulating Parties?

A. The entirety of the agreement is related to service and protection for all Oregon CenturyLink customers. The stipulation and all its attachments, including the price plan, were negotiated in good faith over months of settlement meetings and represent the culmination of detailed analysis by parties working toward creating an improved relationship between all customers and Company.

Q. Is the Price Plan in the public interest?

A. Absolutely. The definition of public extends to all Oregon CenturyLink customers and the Price Plan encompasses that concept far beyond what has previously been considered for Telecommunication companies in Oregon.

Q. Please provide examples of how the Price Plan benefits all Oregon customers.

A. The two biggest examples are the residential pricing mechanism being tied to both service quality and safety and the establishment of the Protected

Customer class. Additionally, the Price Plan expands the reporting requirements of the Jacksonville Orders to all Protected Customers and establishes an automatic investigation mechanism between Staff and Company without the need for customers to raise concerns if service quality declines.[2] All of these examples will be explained in further detail in the next section.

Q. How does the Price Plan ensure just and reasonable rates?

A. The current Price Plan allows for periodic rate increases with annual and total Price Plan period maximums. The Company's rates have to stay within those limits, but otherwise can be adjusted annually without justification to the Commission.

The proposed Price Plan requires that the Company meet pre-established service quality and safety metrics before rates can be increased and also has annual and overall maximums; thus, it keeps rates linked to Company performance.

If a Price Plan is not approved and adopted by the Commission, the Company will default to a Cost of Service (COS) rate model and Staff will have to determine rates for all customer classes based on a full rate case analysis. If the COS method is used there are no annual or overall maximum amounts that customers would pay for service. The COS model is widely established as the least beneficial to customers and is why Price Plans have been in place for decades.

[2] See Stipulation Attachment A, p. 10-11.

III. PRICE PLAN CONTENT

Q. CUB states that "…the proposed Price Plan would put the Commission in the position to be reactive, rather than proactive…"[3] Would the proposed Price Plan force the Commission to be reactive?

A. No. The Company has to track and provide evidence of defined service quality and safety levels based on specific metrics (detailed below) before residential rates can be increased. The Price Plan establishes rules for monthly reporting requirements and provides mechanisms for dealing with identified service quality issues. The Price Plan establishes emergency safety measures for potential extended service outages. All of these examples are proactive. No one can predict service quality issues or outages, so obviously any plan must be reactive to a degree, but the Stipulating Parties worked diligently to include proactive measures as much as possible.

Pricing Flexibility

Q. Which part of the Price Plan addresses Pricing flexibility?

A. 'Pricing and Availability of Services under the Price Plan' is Section 4 of the Price Plan. More specifically, the newly designed matrix for pricing flexibility related to residential customers is 4.e.

Q. Please describe the new rate increase mechanism for residential customers using Primary Line Basic Service.

A. Unlike previous Price Plans, which allowed for automatic yearly increases, the Parties created a comprehensive matrix that requires the Company to meet

[3] See CUB/100 Garrett/5.

specific Repair Clearing Time (RCT), Trouble Ticket performance (TT/100), and Safety metrics before a price increase may be implemented. This incentivizes the Company at both the state-wide and Protected Customer levels to keep service quality and safety as a high priority in order to increase rates.[4]

As an example, in order to fully qualify for the maximum $3.00 price increase in year 2, the Company would have to meet or exceed all three metrics:

1. >=90% RCT and >=90% TT/100 at the state-wide level;
2. >=90% RCT and >=90% TT/100 for all Protected Customers; and
3. <= 60 days for outstanding NESC Compliance.

Clearly, this is in the public interest to have such service quality requirements for price increases. In the event the Company does not meet the minimum requirements detailed in the Price Plan matrix, pricing increases will be limited or prohibited for residential Primary Line Basic Service until such time that it does meet the requirements.[5]

Q. How does CUB describe the new pricing mechanism?

A. CUB described it as a "…novel mechanism to improve CenturyLink's long-term accountability", but then states that, "… the revenue incentive under the Price Plan of various service quality scenarios are not clear."[6]

[4] See Stipulation Attachment A, p. 4-7.
[5] Id.
[6] See CUB/100, Garrett/22.

The Price Plan provides clear examples of the service quality levels the Company must reach in order to qualify for price increases and all Parties expressed understanding of the mechanism during the Settlement process.

Service Quality

Q. Which part of the Price Plan addresses Service Quality?

A. "Service Quality and Safety" is Section 11 of the Price Plan. "Safety" was added to make the plan more inclusive of important elements of Company behavior. An example of adding safety elements to the Price Plan is including utility pole safety compliance as part of reporting, review, and pricing flexibility.

Q. Please describe the new Service Quality aspects of the Price Plan.

A. The Stipulating Parties agreed to take the reporting requirements from the Jacksonville Orders and expand them to include all Protected Customers. This increases the amount of data collected for those customers from around 100 to over 4,100.

As detailed in the subsequent section, the service quality data provided by the Company is extensive and will be at the individual customer phone number level for all Protected Customers. The Stipulating Parties see this new reporting requirement as a major improvement to the Jacksonville Orders as it covers the entire state.

Q. What will Staff be able to do with the new information?

A. Based on how the report is arranged and the information provided, Staff will be able to see any emerging trends of service quality issues by Protected

Customer as well as receive comprehensive data of all reported service quality issues.

Q. Does Intervenor testimony accurately describe how service quality will be analyzed in the Price Plan?

A. No. It is unclear to Staff if Ms. Weaver fully understands the service quality aspects of the Price Plan. For example, in Ms. Weaver's testimony it states that the pricing flexibility matrix under Section 4 – Pricing and Availability of Services Under the Price Plan is the basis for a conclusion that the Stipulating Parties are 'obfuscating' service quality measurements when in fact the referenced graphs are related to pricing flexibility and not service quality measurements.[7] Service quality is a factor in determining if the Company can raise its rates to residential customers, but is not what Staff would rely upon for service quality issues.

Q. How would Staff determine service quality issues?

A. The reports provided to Staff by Company are detailed in Section 11 of the Price Plan and in visual and narrative detail in Attachment E of the Stipulation. These reports were modeled after the Jacksonville Orders and expanded to include all of the Protected Customers. If this information is good enough for the Jacksonville Orders, then by extension it should be good enough for the Price Plan, which expands the coverage to the entire state related to the Protected Customers.

[7] See Intervenor/100, Weaver/7-8.

Staff will review this information and any calls received by Protected Customers then determine a course of action, exactly as it does now for the Jacksonville customers.

Protected Customers

Q. What is the rationale underlying creating the Protected Customer classification?

A. The Parties agreed that the Price Plan should be more inclusive in terms of protecting more customers state-wide and used the model of the Jacksonville Orders to determine who qualifies as a Protected Customer. It creates a special emphasis and monitoring of customers at higher risk for health and safety issues.

Q. Does CUB's table comparing the Jacksonville Orders to the Price Plan accurately reflect what is included in the Price Plan?

A. No. CUB incorrectly identified the following as issues with the dedicated support line:

1. Customers will not be allowed to report service issues for multiple addresses.
2. Provide notice to affected customers informing them of the new dedicated line.
3. Within 14 days provide reports to the Commission with information about any outages and the repair response (paraphrased).[8]

[8] See CUB/100, Garrett/5-7.

Q. Under the Price Plan, please describe the benefits Protected Customers would receive related to the dedicated line?

A. The Stipulating Parties extended the same aspects of the Jacksonville Orders to all Protected Customers, which include the following:

1. 24/7 access – first in call line;
2. Reporting for multiple addresses;
3. The ability to create multiple trouble tickets; and
4. Treated as high priority for immediate resolution.

Q. Would all CenturyLink customers be informed about Protected Customers?

A. Yes. The Company will contact all customers by including it with a monthly billing notice to let them know of the new classification, how to report service quality issues and provide instructions for applying for inclusion in that classification. All Protected Customers will be notified separately of their status via physical mail.

Q. Would all CenturyLink customers be able to see the areas that include Protected Customers?

A. Yes. Staff has committed to host a GIS map, provided by the Company, on the PUC website that shows the areas that include Protected Customers.

Q. Were there any other aspects of Protected Customer protections that seem to be misunderstood?

A. Yes, there seemed to be confusion related to reporting requirements for Protected Customers. CUB incorrectly assumed the following Reporting Requirements for Protected Customers are not included in the Price Plan:

1. Detailed reporting requirements.
2. Dates and Times.
3. A confidential version.

Staff included an example of the reporting requirements in Attachment E to the Stipulation which clearly shows what information will be included in the monthly report at the Protected Customer level. For clarity, Staff provides the information again:[9]

> For Protected Customers CenturyLink will report performance under RCT and TT/100metrics monthly. This data will be provided at the individual phone line level and calculated as a single group, instead of per wire center. The data will be provided in a format equivalent to the RT and TT/100 tables provided above. In addition, the Company will report the following information for every incoming call to the dedicated customer support line:
>
> - Impacted Area- RT or Wire Center
> - Call Timestamp- Time the Call with Customer began
> - Contact Number- Customer phone number or preferred contact number
> - Customer Name
> - Caller Name- if different from customer
> - Address
> - Account Number
> - Circuit Number
> - Caller Email- if provided
> - Ticket Timestamp- Time the trouble ticket was created
> - Trouble Ticket Number(s)
> - Cause of Issue
> - Disposition- Has the issue been addressed, resolved, etc…

[9] Reproduced from Stipulation Attachment E.

Additionally, any report that includes customer names and addresses is filed as both Confidential and redacted.

Q. Could the expansion to Protected Customers dilute the reporting of service quality issues compared to the Jacksonville Orders?

A. CUB expressed an analysis related to the dilution of reporting in the Jacksonville area compared to the new expanded Protected Customer reporting, stating "Conversely, under the Price Plan, the same incident for the same 5 customers would be diluted within the Company's aggregate service quality record for its 4,100 Protected Customers collectively."[10]

Q. Does Staff agree with this conclusion?

A. No, for several reasons.

1. The service quality report for Protected Customers will be provided at the individual phone line level, allowing Staff to identify any area with service issues.
2. All calls by Protected Customer to the Company's dedicated line will be provided by the Company as detailed above with similar information to the Jacksonville Orders.
3. Staff will also receive information from Consumer Services related to calls from Protected Customers.

Q. Is the Price Plan a return to service quality regulation similar to before the Jacksonville Orders were implemented?

[10] See CUB/100, Garrett/10.

A. No, specifically for the Protected Customers. Currently all CenturyLink customers are governed by OAR 860-023-0055, ORS 759.450, and ORS 759.990(6) standards except for the Jacksonville Order customers. With the expansion of the Protected Customer classification, an additional four thousand customers will have data collected that the Commission is able to use for enforcement efforts without the need for customer initiation. CUB's assertion that by adopting the Stipulation the Jacksonville area customers will return to pre-Order regulations is simply incorrect.[11] For example, there is no dedicated line option in the OAR standards, no reporting requirements at the individual phone line level, and the OAR standards allow for a 6 month plan for resolution; whereas, the Price Plan requires a one-month resolution.[12] In addition, the Commission may take any other remedy action available outside of the Price Plan.[13]

Enforcement of Price Plan

Q. Does Intervenor testimony accurately describe the enforcement measurement in the Price Plan?

A. No. In the list of potential for outages, Ms. Weaver lists two force majeure situations (fire and catastrophe) out of the three provided and states they could be caused by the land lines failing.[14] Staff is unsure how this categorization fits with what is currently in the Jacksonville Orders or the new Price Plan. Force

[11] See CUB/100, Garrett/8.
[12] See Stipulation, Attachment A, Price Plan Section 11.d.i, p. 11.
[13] Id at 11.d.ii
[14] See Intervenor/100, Weaver/9.

majeure situations are not covered under the Jacksonville Orders nor is the Company held to a 48-hour repair standard in those instances.

Q. How does Ms. Weaver describe the 'triggering event' and potential fines for enforcement of the Jacksonville Orders?

A. Ms. Weaver states that, "The triggering event is Lumen's failure to restore service to our area within *24 hours* of receiving a trouble report. If that happens, the PUC *will impose* a fine of $50,000 per day-late per customer" (emphasis added).[15] However, the Jacksonville Orders actually state that the Company has 48 hours for repairs and the Commission intends to level penalties for violations not to exceed $50,000.00 for each instance.[16]

Q. Does the Price Plan have a mechanism for leveling fines?

A. Yes. Contrary to Ms. Weaver's assertion that "…the threat of fines – is nowhere to be found in the Price Plan," the Commission's ability to issue fines is not diminished by the Price Plan.[17]

Q. How does the Price Plan handle fines?

A. Specifically for Protected Customers Sections 11.d and 11.d.ii contain the following language, "…the Commission may take action including, but not limited to, implementing the following consequences…" and "Any additional remedies available to the Commission outside of the Price Plan."[18]

[15] Id.
[16] See Orders No. 22-340 and 22-422.
[17] See Intervenor/100, Weaver/13.
[18] See Stipulation, Attachment A, p. 10-11.

Even without the word "fine," there is no reduction in the Commission's authority in dealing with a service quality situation deemed unacceptable. The Parties were very clear during the negotiations that the Price Plan would not limit the Commission's authority or ability to respond with penalties, specifically ORS 759.990, which provides the same level of fines (up to $50,000.00 per violation) as the Jacksonville Orders.

Q. Would the Commission have to use a performance plan before implementing fines?

A. A performance plan is not required for Protected Customers.[19] Additionally, the Commission always has the ability to issue penalties any time there are violations of a Commission Order, including any order adopting the Price Plan.[20]

Q. What is the process for implementing penalties?

A. As was done in Dockets UM 1015 and UM 1072, Staff has the option of submitting a complaint to the Commission requesting imposition of service quality penalties at any time. The complaint is brought to the Commission at a public meeting for decision. In Dockets UM 1015 and UM 1072 the time period between complaint and an order issuing penalties was about one month.

[19] Id.
[20] See ORS 759.990(6).

IV. JACKSONVILLE ORDERS

Q. What did the initial Jacksonville investigation find?

A. Commission action was required to address near term health and safety concerns related to service quality in the Jacksonville area.[21]

Q. How does the Stipulation and Price Plan address these concerns?

A. The Jacksonville Orders are a short-term solution to very specific issues related to health and safety in the Jacksonville area and were never intended to last indefinitely. The Price Plan provides a long-term solution to address these same potential issues at a state-wide level by incorporating the same protections and expand the protection to thousands more CenturyLink customers.

Q. Why does the Stipulation include elements that affect only Jacksonville?

A. The dockets of the Price Plan (UM 1908) and the service quality investigation related to Jacksonville (UM 2206) were combined into one comprehensive docket.

Q. Why should the Jacksonville Orders be considered for suspension?

A. The suspension of the Jacksonville Orders was negotiated as part of a broad settlement that includes many expanded service quality and safety mechanisms, as detailed in this and prior joint testimony, as an incentive for the Company to start the fiber RDOF build quickly and is only available until the end of 2024. Despite the focus on the Jacksonville Orders in intervenor

[21] See Docket No. UM 1908, Hearing on Orders, Staff/100, Bartholomew/17-18.

testimony, it is not a crucial element of the overall Stipulation and Price Plan in terms of its impact to the customers in Jacksonville or the overall public interest when compared to the other expanded benefits to all Oregon CenturyLink customers.

RDOF Build

Q. Why is the RDOF build part of the overall settlement between Parties?

A. Installing fiber-based technology to the Jacksonville area is a goal of both dockets, UM 1908 and UM 2206, which all Parties see as a viable solution to the current copper-based technology.

Q. How are the Jacksonville Orders related to the RDOF build?

A. The Stipulating Parties agreed to the concept that suspending the Jacksonville Orders, for a defined period of time, would provide incentive to the Company to complete the RDOF build in a shorter timeframe.

Q. How does the Stipulation ensure timely completion of the RDOF build?

A. With the incentive of suspending the Jacksonville Orders, the potential RDOF build will be much faster than the FCC requirement.

Q. What happens if the RDOF build is not started?

A. In addition to any potential FCC penalties, the Jacksonville Orders will remain in full effect.

Q. What happens if the RDOF build is started but not completed?

A. In addition to any potential FCC penalties, the Jacksonville Orders will return to full effect at the end of 2024.

Q. What is Staff's understanding as to the provision of services after the RDOF build is completed for the Jacksonville area?

A. After speaking with the Company, Staff understands that CenturyLink plans to make available to customers services that will fully substitute for the current local exchange services available today at comparable prices. This should greatly improve the reliability of service for the Jacksonville at-risk customers.

Jacksonville Orders

Q. Has service quality improved in the Jacksonville area?

A. CUB implies that service quality has not improved in the Jacksonville area and that the Stipulating Parties haven't shown that service quality has improved in that area. [22] Based on the testimony of Intervenor Priscilla Weaver (Ms. Weaver), service quality has improved. Ms. Weaver states that "I have personally benefitted from the RJ Orders in the form of outages that now are much more quickly resolved than in the past. I can personally confirm that the portion of the RJ Orders specifying specific outer limits for repair (no longer than 48 hours) without financial consequences being imposed are working as the Commission hoped and directed."[23]

Q. Will the residents of the Jacksonville area notice any change in service quality if the Orders are suspended?

[22] See CUB/100, Garrett/7.
[23] See Intervenor/100, Weaver/3.

A. No. Staff does not believe service quality will decline if the Orders are suspended, nor have the Intervenors provided any evidence that service quality will decline.

Q. Does CUB's table comparing the Jacksonville Orders to the Price Plan accurately reflect what is included in the Price Plan?[24]

A. No. The stipulation and price plan extend the Dedicated Support Line, created to support customers around Jacksonville, Oregon, to the entire Protected Customer class. CUB incorrectly assumed that Customers would not be allowed to report service issues for multiple addresses or be provided notice of the new dedicated line.[25] The new Protected Customers will be informed of both their status and the process for reporting service quality issues. Nothing will change for the Jacksonville customers. The only difference from the dedicated call center requirements in Order No. 22-340 and the price plan, is moving the reporting from every 14 days to once monthly.

Q. If the Orders are suspended will this limit the Commission's authority to order investigations if new service quality issues arise in Jacksonville?

A. No.

Q. If the Orders are suspended will this limit the Commission's authority to issues penalties for service quality related issues?

A. No.

[24] See CUB/100, Garrett/6, Table 1.
[25] See CUB/100, Garrett/5-7

Q. If the Orders are suspended, and new service quality issues happen in Jacksonville, will customers have to wait "…a few months to over a year…" for the Commission to act?[26]

A. There is no established timeframe by the Commission for investigation resolution. Even with the current Jacksonville Orders in place, an investigation could take over a year to resolve. However, none of the established histories of UM 2206 nor the combined UM 1908/UM 2206 dockets will disappear. The Commission's Consumer Services group will remain responsive and have full access to the Company's service quality record. The Commission can immediately utilize all established data to make decisions. There is no evidence provided by the Intervenors, nor does Staff agree, that suspending or resolving the Jacksonville Orders will result in extended investigation and resolution time.

Q. Will the Orders be suspended for two years if the Stipulation is approved as submitted?[27]

A. No. Staff is unsure how this length of time was determined by CUB. The Stipulation states that, if approved, the Jacksonville Orders would be suspended at the start of construction of the RDOF build and would extend until the construction was complete or December 31, 2024, whichever is earliest.[28] If the Stipulation was approved at the time of this filing and construction began immediately, the Orders would likely be suspended for less

[26] See CUB/100, Garrett/23.
[27] See CUB/100, Garrett/18-19.
[28] See Stipulation, p 4.

than 14 months. If the Stipulation is approved at the end of the current UM 1908 docket schedule, in February 2024, and construction began immediately at that time, then the Orders would likely be suspended for less than 10 months.

V. ALTERNATE PROPOSAL

Q. Did the Intervenors provide an alternate proposal to the Stipulation to address their objections to it?

A. Yes, CUB provided an alternate proposal.

Q. What changes are contained in CUB's proposal?

A. CUB proposed the following three changes:

1. The Jacksonville Orders will remain in effect until Lumen has notified the Commission that it has completed the RDOF build and taken any other steps necessary to make its service to Jacksonville customers reliable and compliant with Oregon standards, and
2. Upon Lumen's notification in UM 1908 and no sooner than six months after the RDOF build is completed, the Commission will hold a public hearing to assess whether the Jacksonville Orders are still necessary, and
3. CenturyLink will file its monthly service quality reports by wire center as required under OAR 860-023-055(5) and (6) in UM 1908 and identify those wire centers serving Protected Customers.

Q. Can the Commission consider alternate proposals?

A. Yes, OAR 860-001-0350(9) provides "[a] stipulation is not binding on the Commission. The Commission may adopt or reject a stipulation, or propose that a stipulation be modified prior to approval." However, because the stipulating parties have negotiated the settlement as an integrated document, if the Commission rejects or modifies any portion either stipulating party may withdraw from the settlement.

Q. Does Staff support changing the Stipulation as CUB proposes?

A. No. Staff negotiated in good faith with the Company and asserts that CUB's proposed changes are unnecessary given the inclusion of the expanded protections in the Price Plan, similar to the Jacksonville Orders, mentioned above. Stipulating Parties agreed that in total the Stipulation and Price Plan are in the public interest and benefit more CenturyLink Oregon customers than before.

VI. CONCLUSION

Q. After reading the Intervenors' testimony and opposition to the Stipulation, does Staff feel there is enough merit to their arguments against the Stipulation and Price Plan to warrant changing or declining adoption of them?

A. No. While Staff understands and acknowledges the concerns raised related to suspending the Jacksonville Orders, there is not any tangible evidence of harm to support modifying or removing aspects of the Stipulation or Price Plan related to a specific area (Jacksonville) when those same benefits have been extended to an additional four thousand customers across Oregon.

Q. What is Staff's recommendation?

A. Given that the Price Plan has been clearly demonstrated to be in the public interest and the Stipulation supports the Price Plan as part of the overall negotiations, Staff recommends adopting the Stipulation as written.

Q. Does this conclude your testimony?

A. Yes.