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August 17, 2020

VIA ELECTRONIC FILING

Attention: Filing Center
Public Utility Commission of Oregon
201 High Street SE, Suite 100
P.O. Box 1088
Salem, Oregon 97308-1088

Re: UE 374 – PacifiCorp’s Request for a General Rate Revision

Attention Filing Center:

Attached for filing in the above-referenced docket is a Partial Stipulation related to rate spread and rate design. The parties will include comments in support of the Partial Stipulation in their prehearing briefs.

Please contact this office with any questions.

Sincerely,

Cheyenne Aguilera
Office Manager

Attachment

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UE 374

In the Matter of
PACIFICORP, d/b/a PACIFIC POWER,
Request for a General Rate Revision.

PARTIAL STIPULATION

1 This Stipulation resolves certain issues related to rate spread and rate design
2 among parties to the PacifiCorp d/b/a Pacific Power (“PacifiCorp” or “the Company”)
3 Request for a General Rate Revision (“GRC”).

PARTIES

4
5 1. The parties to this Stipulation are PacifiCorp, Staff of the Public Utility
6 Commission of Oregon (“Staff”), the Oregon Citizens’ Utility Board (“CUB”), the
7 Alliance of Western Energy Consumers (“AWEC”), Calpine Energy Solutions, LLC
8 (“Calpine Solutions”), ChargePoint, Inc. (“ChargePoint”), Tesla, Inc. (“Tesla”), Fred
9 Meyer Stores, Inc. (“Fred Meyer”), Small Business Utility Advocates (“SBUA”), Walmart
10 Inc. (“Walmart”), Klamath Water Users Association (“KWUA”), the Oregon Farm Bureau
11 Federation (Oregon Farm Bureau), and Vitesse, LLC. (“Vitesse”) (collectively, “the
12 Stipulating Parties”). This Stipulation does not include Sierra Club.

BACKGROUND

13
14 2. On February 14, 2020, PacifiCorp filed its GRC and proposed that new
15 rates become effective on January 1, 2021.

16 3. On February 13, 2020, CUB filed a petition to intervene in this proceeding.
17 On February 19, 2020, AWEC filed a petition to intervene. On February 21, 2020, SBUA

1 filed a petition to intervene. On March 2, 2020, Fred Meyer filed a petition to intervene.
2 On March 4, 2020, Sierra Club filed a petition to intervene. On March 9, 2020, Calpine
3 Solutions and ChargePoint filed petitions to intervene. On March 20, 2020, KWUA filed
4 a petition to intervene. On March 25, 2020, Vitesse filed a petition to intervene. On
5 April 14, 2020, Tesla filed a petition to intervene. On May 4, 2020, Walmart filed a
6 petition to intervene.

7 4. On March 3, 2020, Administrative Law Judge Alison Lackey held a
8 prehearing conference and subsequently issued a Prehearing Conference Memorandum
9 granting certain requested interventions and adopting a procedural schedule.

10 5. On April 2, 2020, and April 13, 2020, the Commission held public
11 comment hearings for this proceeding.

12 6. On June 4, 2020, Staff, AWEC, CUB, Calpine Solutions, Chargepoint,
13 Tesla, Fred Meyer, SBUA, Walmart, KWUA, and Sierra Club filed opening testimony.

14 7. On June 18, 2020, and June 19, 2020, settlement conferences were held.

15 8. PacifiCorp filed Reply Testimony from 13 witnesses on July 25, 2020.

16 9. The Stipulating Parties held additional settlement conferences on July 14,
17 2020, and July 15, 2020. During that final conference, the Stipulating Parties reached a
18 settlement in principle, which resolved all issues related to rate spread and rate design.

19 **AGREEMENT**

20 10. Overall Agreement: The Stipulating Parties agree to submit this Stipulation
21 to the Commission and request that the Commission approve the Stipulation as presented.

22 The Stipulating Parties agree that the rate spread and rate design elements in this
23 Stipulation and associated exhibits result in rates that are fair, just, and reasonable, as

1 required by ORS 756.040, and does not singularly reflect any Party’s cost studies but
 2 rather is in consideration of all the cost of service studies filed in this docket. This
 3 Stipulation results in an overall rate spread for PacifiCorp’s classes as identified in Table
 4 A below and further described in Attachment A accompanying this Stipulation. This rate
 5 spread will be applied to the final revenue requirement for the GRC. The rate spread will
 6 be achieved by using the Rate Mitigation Adjustment (“RMA”) in Schedule 299. The use
 7 of the RMA does not reflect agreement by any Stipulating Party for support of any cost
 8 study, is not precedential for future cost studies, and may not be used as a basis for
 9 identifying subsidies.

		Settlement Proposal multiple of average increase
Residential	Schedule 4	0.9
Gen. Svc. < 31 kW	Schedule 23	0.75
Gen. Svc. 31 - 200 kW	Schedule 28	remainder
Gen. Svc. 201 - 999 kW	Schedule 30	0.8
Large General Service >= 1,000 kW	Schedule 48, 47	1.5
Agricultural Pumping Service	Schedule 41	1.5
Total Lighting	Schedule 15, 51, 52, 53, 54	0

10 11. Residential Basic Charge: The Stipulating Parties agree to a separate
 11 Residential Basic Charge for single and multi-family dwellings. The basic charge shall be
 12 set at \$9.50 for single-family dwellings and \$8.00 for multi-family dwellings.

13 12. Residential Tier Flattening: The Stipulating Parties agree to the following
 14 percentages for flattening the tiered rate structure between the two tiers of the Residential
 15 energy charge. If the overall base revenue requirement determined for PacifiCorp by the
 16 Commission in this proceeding is an increase of \$31 million or less, the residential tiered

1 energy charge will be flattened by 40 percent. If the overall base revenue requirement as
2 determined by the Commission for this proceeding is a rate increase greater than \$31
3 million and less than or equal to \$39 million, the residential tiered energy charge rate
4 structure will be flattened by 33 percent. If the overall base revenue requirement
5 determined by the Commission is an increase greater than \$39 million, then the tiered
6 structure will be flattened by 25 percent.

7 13. Residential Time of Use Pilot: The Stipulating Parties agree that the
8 Commission should adopt PacifiCorp’s proposed Residential Time of Use Pilot (Schedule
9 6) with the following modifications:

- 10 a. The on-peak period is 5:00 p.m. to 9:00 p.m. year round, with a 4:1
11 on-to-off peak ratio;
- 12 b. The pilot cap is expanded to 25,000 participants.

13 14. Schedule 29 Pilot (General Service Time of Use): The Stipulating Parties
14 agree that PacifiCorp’s proposed General Service Time of Use Pilot (Schedule 29) should
15 be adopted with the following modifications:

- 16 a. New customers (a new site for electric service) as of January 1,
17 2021, will be exempt from the 100 customer cap.
- 18 b. The average energy charge for the first 50 kilowatt-hours (“kWh”)
19 per kilowatt (“kW”) will be increased to \$0.25 per kWh.
- 20 c. The Time of Use definitions shall be the same as those specified in
21 Schedule 45.
- 22 d. Eligibility for this schedule shall be limited to customers whose
23 loads have not registered more than 1,000 kW more than three times in the

1 preceding 12 months or have not registered more than 2,000 kW more than
2 once in the preceding 18 months.

3 15. Other Pilot Programs: The Stipulating Parties agree that with the exception
4 of PacifiCorp’s Real-Time Day-Ahead Pricing pilot and the Schedule 6 and Schedule 29
5 Pilot modifications above, the Pilot programs proposed by PacifiCorp in its initial filing
6 should be adopted. PacifiCorp agrees to withdraw the Real-Time Day-Ahead Pricing
7 Pilot. PacifiCorp agrees to provide two reports for all pilot programs: one after 15 months
8 of experience that discusses lessons learned from the pilot’s first year and one after the
9 pilot ends that assesses the lessons, information and data gleaned in conducting the pilot.
10 The Company will share with parties what the Company intends to learn and expectations
11 for its pilots. The first reports will be filed on the following dates:

Pilot	Description	1st Report Due
Schedule 6	Residential Time of Use	4/15/2022
Schedule 29	Non-Residential Time of Use	5/16/2022
Schedule 218	Interruptible Service	6/15/2022

12 16. Schedule 48 Facilities Charge: PacifiCorp agrees to reduce the facilities
13 charge for Schedule 48 customers with a load size greater than 4 megawatts by \$0.30.
14 The Stipulating Parties agree that this rate design change within the Schedule 48 class will
15 not impact the rate spread for other customer classes, and will not create a dedicated
16 substation group within Schedule 48’s pricing.

17 17. Schedule 48 Marginal Cost of Service Study: PacifiCorp agrees to develop
18 a marginal cost of service study that includes a subgroup within Schedule 48 for
19 customers served by dedicated substation facilities. This study will break out distribution

1 costs for this subgroup in a manner similar to lighting distribution costs, with the revenue
2 requirement of dedicated substation distribution costs treated as a separate function.
3 PacifiCorp will provide this informational study to all Stipulating Parties before
4 September 1, 2021. This study will be provided for informational purposes and will not
5 bind any party to any position on this issue in the future.

6 18. Schedule 47 and 48 Time of Use periods: As updated in the Company’s
7 reply testimony, the Time of Use periods for Schedule 47 and 48 customers will be
8 comprised of an on-peak period from 1:00 p.m. to 10:00 p.m. in June through September
9 and 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 10:00 p.m. in all other months with an off-
10 peak period to include all other hours.

11 19. Schedule 45 applicability: The applicability language of Schedule 45 in
12 special condition 4 that states “available for use by any driver and is capable of charging
13 more than one make of automobile” will be replaced with “in a location accessible by
14 members of the public.”

15 20. Street and Area Lighting: The Stipulating Parties agree that PacifiCorp’s
16 Street and area lighting tariffs are to be re-designed to be based upon the level of service
17 described in the Company’s initial filing, but with the lighting schedules receiving a net
18 zero percent price increase through use of the RMA.

19 a. PacifiCorp agrees to make a good faith effort to replace all
20 Company-owned street lighting bulbs in Oregon with light-emitting diode (“LED”) lighting
21 with 50 percent of bulbs replaced by December 31, 2025, and all
22 remaining bulbs replaced no later than December 31, 2030, unless certain LED

1 conversions are clearly not cost-effective. If PacifiCorp is unable to meet this
2 goal, then PacifiCorp will meet with parties to explain any issues.

3 b. Company-owned street light conversion may be funded by either
4 the Company or customers. The Stipulating Parties agree that the proactive
5 conversion of Company-owned street lights to LED is prudent as specified in this
6 settlement. The parties' agreement to this provision is not intended to preclude the
7 Company from changing its replacement plan in response to changes in technology
8 that may make other replacement options more cost-effective.

9 21. Small Business Customers: PacifiCorp agrees to do additional outreach to
10 small commercial customers on the availability of applicable pilots. PacifiCorp
11 additionally agrees to do the following with respect to small business customers:

12 a. Create a marketing, education and outreach ("ME&O") plan for
13 Schedule 23 customers.

14 b. Work collaboratively with SBUA regarding the ME&O plan for
15 these customers, particularly as it relates to enrollment in Schedules 23/210 and
16 29.

17 c. By October 2021, the Company will consult with SBUA prior to
18 providing an informational report on data obtained regarding Schedule 23
19 customers, and provide the Stipulating Parties an informational report exploring
20 potential alternate rate design changes for Schedule 23 customers. The Company
21 commits to review the data and evaluate rate design and pricing options that may
22 be proposed in a future general rate case.

1 22. Schedule 41: PacifiCorp agrees to decrease the Schedule 41 Load Size
2 charges proposed by PacifiCorp in its initial filing by 10 percent and increase the
3 Distribution Energy charge commensurately.

4 23. Schedule 30: PacifiCorp agrees to increase Schedule 200 demand charges
5 for Schedule 30 by 70 percent and lower the energy charge commensurately.

6 24. Agricultural Pumping Time of Use: The Stipulating Parties agree that
7 PacifiCorp's proposed permanent Time of Use rate option is appropriate and should be
8 approved.

9 25. Entire Agreement: The Stipulating Parties agree that this agreement
10 represents a compromise among competing interests and a resolution of certain contested
11 issues in this docket.

12 26. This Stipulation will be offered into the record of this proceeding as
13 evidence pursuant to OAR 860-001-0350(7). The Stipulating Parties agree to support this
14 Stipulation throughout this proceeding and any appeal, provide witnesses to sponsor this
15 Stipulation at the hearing, and recommend that the Commission issue an order adopting
16 the settlement contained herein. The Stipulating Parties also agree to cooperate in
17 submitting briefs in support of the Stipulation in accordance with OAR 860-001-0350(7).

18 27. If this Stipulation is challenged, the Stipulating Parties agree that they will
19 continue to support the Commission's adoption of the terms of this Stipulation. The
20 Stipulating Parties agree to cooperate in any hearing and put on such a case as they deem
21 appropriate to respond fully to the issues presented, which may include raising issues that
22 are incorporated in the settlements embodied in this Stipulation.

1 28. The Stipulating Parties have negotiated this Stipulation as an integrated
2 document. If the Commission rejects all or any material part of this Stipulation or adds
3 any material condition to any final order that is not consistent with this Stipulation, each
4 Stipulating Party reserves its right, pursuant to OAR 860-001-0350(9), to present evidence
5 and argument on the record in support of the Stipulation or to withdraw from the
6 Stipulation. To withdraw from the Stipulation, a Stipulating Party must provide written
7 notice to the Commission and other Stipulating Parties within five days of service of the
8 final order rejecting, modifying, or conditioning this Stipulation. Stipulating Parties shall
9 be entitled to seek rehearing or reconsideration pursuant to OAR 860-001-0720 in any
10 manner that is consistent with the agreement embodied in this Stipulation.

11 29. By entering into this Stipulation, no Stipulating Party shall be deemed to
12 have approved, admitted, or consented to the facts, principles, methods, or theories
13 employed by any other Stipulating Party in arriving at the terms of this Stipulation, other
14 than those specifically identified in the body of this Stipulation. No Stipulating Party shall
15 be deemed to have agreed that any provision of this Stipulation is appropriate for
16 resolving issues in any other proceeding, except as specifically identified in this
17 Stipulation.

18 30. This Stipulation is not enforceable by any Stipulating Party unless and until
19 adopted by the Commission in a final order. Each signatory to this Stipulation
20 acknowledges that they are signing this Stipulation in good faith and that they intend to
21 abide by the terms of this Stipulation unless and until the Stipulation is rejected or adopted
22 only in part by the Commission. The Stipulating Parties agree that the Commission has
23 exclusive jurisdiction to enforce or modify the Stipulation.

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

**STAFF OF THE PUBLIC UTILITY
COMMISSION OF OREGON**

By: /s/ Sommer Moser

Date: August 13, 2020

PACIFICORP

By: _____

Date: _____

**ALLIANCE OF WESTERN ENERGY
CONSUMERS**

By: _____

Date: _____

**OREGON CITIZENS' UTILITY
BOARD**

By: _____

Date: _____

**CALPINE ENERGY SOLUTIONS
LLC**

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**KLAMATH WATER USERS
ASSOCIATION**

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CHARGEPOINT, INC

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WALMART, INC.

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VITESSE, LLC.

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TESLA, INC.

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**ALLIANCE OF WESTERN ENERGY
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By: Tyler Pepple _____

Date: 08/14/2020 _____

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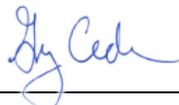
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By: Paul S. Smith

Date: 8-14-20

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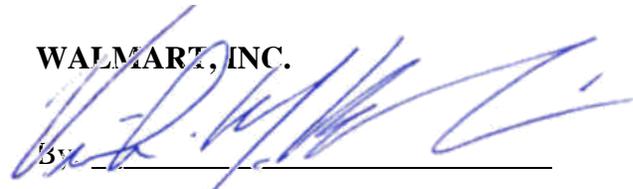
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By: _____

Date: 08/14/2020

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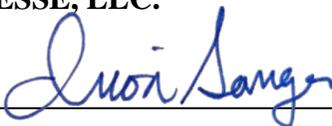
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VITESSE, LLC.

By: 

Date: 08/14/2020

TESLA, INC.

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Date: _____

VITESSE, LLC.

By: _____

Date: _____

TESLA, INC.

By:  _____

Date: August 14, 2020

**SMALL BUSINESS UTILITY
ADVOCATES**

By: s/ Diane Henkels, Counsel, SBUA

Date: August 17, 2020

FRED MEYER STORES, INC.

By: _____

Date: _____

**OREGON FARM BUREAU
FEDERATION**

By: _____

Date: _____

**SMALL BUSINESS UTILITY
ADVOCATES**

By: _____

Date: _____

FRED MEYER STORES, INC.

By:  _____

Date: 8.14.20 _____

**OREGON FARM BUREAU
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By: _____

Date: _____

**SMALL BUSINESS UTILITY
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By: _____

Date: _____

FRED MEYER STORES, INC.

By: _____

Date: _____

**OREGON FARM BUREAU
FEDERATION**

By: Paul S. Swi

Date: 8-14-20