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November 26, 2019

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: Docket UM 1987 – In the Matter of Portland General Electric Company, Request to Update Schedule 201 and Standard Power Purchase Agreements

Attention Filing Center:

Attached for filing in the above-captioned docket is Portland General Electric Company's Response to Northwest and Intermountain Power Producers Coalition, Renewable Energy Coalition, and Community Renewable Energy Association's Motion to Stay.

Please contact this office with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Alisha Till".

Alisha Till
Paralegal

Attachment

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON
UM 1987**

In the Matter of

Portland General Electric Company,

Request to Update Schedule 201 and
Standard Power Purchase Agreements.

**PORTLAND GENERAL ELECTRIC
COMPANY'S RESPONSE TO
MOTION TO STAY**

1 In accordance with OAR 860-001-0420(4), Portland General Electric Company (PGE or
2 Company) submits this response to the Motion to Stay filed by Northwest and Intermountain
3 Power Producers Coalition, Renewable Energy Coalition, and Community Renewable Energy
4 Association (collectively, the QF Parties) on November 12, 2019. The Public Utility Commission
5 of Oregon (Commission) should deny the Motion and proceed to promptly evaluate the substance
6 of PGE's revised Schedule 201 and standard power purchase agreements (PPAs).

7 PGE's current QF contracting practices and PPAs have been the subject of numerous QF
8 disputes in recent years—since 2017, there have been 60 formal complaints filed by QFs against
9 PGE. Although PGE has been largely successful in defending against these complaints, it became
10 apparent that many disputes arose because of ambiguities in PGE's standard PPAs and Schedule
11 201, which have not been comprehensively updated since 2005. Therefore, PGE meticulously
12 updated and revised its standard PPAs and Schedule 201 to reflect current contracting practices,
13 provide increased clarity to terms that have proven unclear, and add provisions on important points
14 on which the old PPAs were silent. PGE requested Commission approval of these updated
15 documents in December 2018 (Original Filing).

16 Over the last year, PGE has worked diligently and in good faith with Staff and stakeholders
17 to gain a mutual understanding of the parties' positions on areas of dispute, and in many cases to
18 revise the documents in response to QF requests. That collaborative process has been largely

1 successful, narrowing the disputed terms and allowing PGE to address a number of stakeholders’
2 concerns. On October 1, 2019, PGE submitted revised versions of the documents (Revised Filing),
3 which capture the progress made to date and remove many of the most contentious provisions from
4 the Original Filing.

5 While the docket UM 1987 stakeholder process was ongoing, the Commission initiated a
6 generic docket, docket AR 631, to examine standard contracting terms and conditions. The generic
7 docket is currently being conducted as a rulemaking and will address a finite list of contracting
8 issues. Importantly, Staff has clarified that it will not be proposing the adoption of an entire
9 standard PPA for use by all three utilities.

10 The QF Parties argue that the Commission should stay the review of PGE’s individual filing
11 to allow the generic docket to proceed first, claiming that this approach will avoid the duplication
12 of resources. The QF Parties’ request should be denied for three reasons:

13 **First**, reviewing and approving PGE’s revised standard PPAs and Schedule 201 would not
14 duplicate the efforts underway in docket AR 631 to develop discrete contract terms addressing a
15 handful of key policy issues, and therefore there is no reason to place UM 1987 on hold pending
16 the resolution of AR 631. To the extent a disputed issue in docket UM 1987 is to be addressed
17 concurrently in docket AR 631, PGE would agree to defer consideration of that issue to AR 631.
18 However, denying PGE an opportunity to obtain a Commission decision regarding its updated
19 standard PPAs and Schedule 201, after nearly a year of work, is inefficient and contrary to the
20 public interest.

21 **Second**, review of PGE’s filing should not create an undue burden on stakeholders or require
22 a lengthy schedule. The QF Parties have now had nearly a year to review PGE’s proposed PPAs,
23 have participated in numerous workshops to discuss the provisions, and have exchanged redlines
24 showing their proposed changes. Following these workshops, PGE’s Revised Filing incorporated
25 many QF proposals, and PGE withdrew many proposals to which QFs objected. In addition, PGE
26 provided detailed explanatory documents with its filing that describe, provision-by-provision, each

1 change made to the current PPAs and Schedule 201 and why each change was proposed.
2 Expeditious review is appropriate for docket UM 1987.

3 **Third**, delaying PGE’s requested updates is likely to increase the number of disputes arising
4 from ambiguities in the current documents. Maintaining ambiguous and outdated contracts while
5 a generic docket proceeds runs counter to and undermines the Commission’s efforts to reduce the
6 volume of QF disputes.

7 For all of these reasons, PGE respectfully requests that the Commission deny the Motion to
8 Stay.

I. BACKGROUND

9 A. **PGE’s current PPAs are outdated and contain ambiguities that have led to disputes.**

10 PGE’s current Schedule 201 and standard PPAs were first approved by the Commission in
11 2005.¹ Since that time, they have been revised on several occasions to comply with the
12 Commission’s specific direction regarding discrete issues, but they have never been
13 comprehensively updated. In recent years, as PGE has experienced an influx of QF development
14 and related litigation, it has become apparent that its PPAs are outdated and no longer reflect best
15 contracting practices and commercially reasonable terms. For example, litigation has highlighted
16 several key provisions that contain potential ambiguities and the fact that the PPAs simply do not
17 address some important issues.

18 B. **PGE requested approval of revised PPAs and Schedule 201 to provide greater clarity 19 and to include updated commercially reasonable terms.**

20 In response to these concerns, PGE initiated a comprehensive assessment to identify areas
21 that could be clarified and updated in its Schedule 201 process and standard PPAs. PGE quickly
22 concluded that its 2005-vintage PPAs were out-of-step with current practice and that a wholesale
23 revision was required to comprehensively update the contracts to remove ambiguities, incorporate
24 best contracting practices, and update certain substantive provisions. Ultimately, on December 7,

¹ *In the Matter of Staff’s Investigation Related to Electric Utility Purchases from Qualifying Facilities*, Docket UM 1129, Order No. 05-899 at 3 (Aug. 9, 2005).

1 2018, after conducting outreach to Staff and QF stakeholders, PGE filed these updated PPAs and
2 a revised Schedule 201 with the Commission.

3 PGE's Original Filing included proposed changes to Schedule 201 and the PPAs. The eight
4 revised PPAs were largely identical, except for the necessary differences to reflect the types of QF
5 projects (on-system or off-system, renewable or non-renewable, and variable or non-variable).
6 PGE also filed detailed explanatory documents that describe, on a provision-by-provision basis,
7 each of the changes made to Schedule 201 and the PPAs, including a comparison between the
8 current and proposed documents of each and every term, as well as the rationale for each change.

9 **C. PGE engaged in a robust collaborative process to engage Staff and stakeholders to**
10 **obtain consensus, if possible, or at least narrow the scope of disputed terms.**

11 Following the Original Filing, PGE chose not to proceed directly to a contested case process,
12 and instead initiated a collaborative process to explain the proposed changes and incorporate
13 feedback. Specifically, PGE, Staff, and other parties engaged in six lengthy workshops to review
14 and discuss the revised documents. At these workshops, PGE walked through its proposed
15 changes, discussed stakeholder concerns, provided parties with the opportunity to suggest
16 additional revisions or clarifications to the proposed documents, and responded with its own
17 proposed revisions to the Original Filing. The parties also exchanged redlines and engaged in
18 substantial settlement discussions.

19 **D. PGE submitted a Revised Filing to incorporate stakeholder feedback.**

20 While the collaborative process in docket UM 1987 was fruitful, it became clear from the
21 tenor of the conversations that, after more than six months, the parties were not going to reach
22 consensus on all of the proposed contract provisions and that even a partial settlement was not
23 practicable within a reasonable timeframe. Therefore, PGE concluded that it would be necessary
24 to proceed to a contested case process. Before doing so, however, PGE incorporated much of the
25 feedback received from Staff and parties, eliminating many of the provisions to which the QFs had
26 objected, and revising the language of numerous provisions consistent with the QFs' requests.
27 PGE submitted its Revised Filing on October 1, 2019.

1 **E. The Commission opened a generic rulemaking docket to investigate proposed changes**
2 **to the terms and conditions of QF PPAs.**

3 While the UM 1987 collaborative process was ongoing, Staff recommended that the
4 Commission open a generic rulemaking to address standard contract terms and conditions.² Staff's
5 recommendation to the Commission noted that the generic rulemaking "could also benefit from
6 the work done in the current UM 1987 docket, PGE's update of its standard contract."³ However,
7 Staff did not recommend that the Commission stay docket UM 1987 while the generic rulemaking
8 occurred. PGE, together with PacifiCorp and Idaho Power Company, supported Staff's
9 recommendation to initiate a contracting rulemaking docket with the understanding that it would
10 not be resolved on a fast track, but rather would unfold in parallel with the broader generic
11 investigation taking place in docket UM 2000.⁴

12 The Commission formally opened docket AR 631 in July 2019—nearly eight months after
13 PGE made its filing in this case. In September 2019, Staff initiated informal conversations
14 regarding AR 631 with a small group of stakeholders. At the third of these informal meetings,
15 Staff recently clarified the intended scope of AR 631, explaining that Staff will not be proposing
16 that the Commission adopt an entire standard PPA to be used by all of the utilities, but instead will
17 issue proposed rules that address a discrete list of contract provisions. Although Staff has indicated
18 a desire to resolve docket AR 631 in the near term, the issues list is not yet developed, and the
19 docket has no clear timetable.

² See *In the Matter of Public Utility Commission of Oregon, Request to Adopt a Scope and Process for the Investigation Into PURPA Implementation*, Docket UM 2000, Order No. 19-254, App. A at 1 (July 31, 2019).

³ Order No. 19-254, App. A at 4.

⁴ *In the Matter of Public Utility Commission of Oregon, Request to Adopt a Scope and Process for the Investigation Into PURPA Implementation*, Docket UM 2000, Joint Utilities' Comments on Workshop at 6 (July 9, 2019) ("The Joint Utilities were initially very concerned about Staff's proposal to use a fast-track rulemaking procedure to undertake a holistic examination of both the process for obtaining a standard contract and the substantive terms and conditions included in the standard contract. As Staff and Commissioners noted at the workshop, contract terms are interdependent, and in the Joint Utilities' experience, changing one term often affects many other parts of the contract—requiring a thorough and meticulous review of the entire agreement after each revision. At the workshop, Staff clarified that its intent was not to expedite its review of contracting, which alleviates the Joint Utilities' primary concern over the proposal as outlined in the Draft White Paper. In light of Staff's clarification that the rulemaking process would unfold in parallel with the longer-term contested case investigation, the Joint Utilities believe that rulemaking could be used to address standard contract processes, terms, and conditions—provided that the process allows sufficient time for a thorough review of the issues and provides procedures that allow significant factual disputes to be shifted into a contested case.") (emphasis added).

1 **F. The QF Parties’ filed a Motion to Stay on the day before the prehearing conference.**

2 The QF Parties filed their Motion to Stay on November 12, 2019—the day before the
3 prehearing conference—arguing that this docket should be stayed pending resolution of docket
4 AR 631.⁵ The QF Parties’ Motion was filed nearly three months after the Commission opened
5 docket AR 631 and nearly six weeks after PGE submitted its Revised Filing. The QF Parties do
6 not explain the delay.

7 **II. DISCUSSION**

8 This Commission has discretion to grant a motion to stay “when the interests of justice”
9 demand it.⁶ Generally, Oregon’s practice of granting stays appears to be consistent with the federal
10 standard,⁷ under which the reviewing court balances (1) the interests of the parties, (2) efficiency,
11 and (3) the interests of nonlitigants and the public.⁸ A review of these factors demonstrates that
12 this Commission should deny the Motion to Stay and proceed to resolve this case.

13 **A. Resolving docket UM 1987 now will not result in duplication of efforts, whereas**
14 **staying this case pending resolution of docket AR 631 could significantly delay PGE’s**
15 **important updates.**

16 The QF Parties ask the Commission to stay a case that has been pending for nearly a year
17 because they believe that a generic PURPA rulemaking docket that began informally in September
18 should come first,⁹ and because they are concerned about duplication of efforts if the same issues
are being addressed in both dockets UM 1987 and AR 631.¹⁰ PGE disagrees.

⁵ QF Parties’ Motion to Stay at 1 (Nov. 12, 2019).

⁶ *Sawyer v. Real Estate Agency*, 268 Or App 42, 52 (2014) (internal citations omitted). The Commission follows the procedural rules set forth in the ORCP where not specifically enumerated in the OAR; there are no specific administrative rules governing the standard for approving a motion to stay.

⁷ *Seneca Sustainable Energy, LLC v. Dep’t of Revenue*, Or Tax Ct, TC 5323 (2018) (noting that “Oregon’s practice seems consistent with the federal courts’ general recognition that a ‘court may, with propriety, find it is efficient for its own docket and the fairest course for the parties to enter a stay of an action before it, pending resolution of independent proceedings which bear upon the case.’”) (quoting *Mediterranean Enterprises, Inc. v. Ssangyong Corp.*, 708 F2d 1458, 1465 (9th Cir 1983)). Note, while the tax court’s decision is plainly not binding, that tribunal receives motions to stay “relatively often,” yet noted that it had “not found an Oregon opinion listing specific factors to be considered in whether to place a case in abeyance,” and so relied on restated federal factors.

⁸ *Keating v. Office of Thrift Supervision*, 45 F3d 322, 325 (9th Cir 1995).

⁹ Motion to Stay at 19.

¹⁰ Motion to Stay at 12.

1 After the QF Parties filed the Motion to Stay, Staff clarified that AR 631 will *not* be adopting
2 an entire PPA for use by all three utilities, as the QF Parties had understood.¹¹ Therefore, the
3 efforts in AR 631 will not result in the type of comprehensive updates and clarifications that PGE
4 seeks in docket UM 1987, and thus AR 631 will not resolve the majority of the issues presented in
5 UM 1987. Staying UM 1987 pending the outcome of AR 631 would not result in efficiency gains
6 and instead would simply unnecessarily delay implementation of improved PPAs.

7 PGE does agree with the QF Parties that the same issues should not be litigated in more than
8 one docket. However, that result may be avoided without halting all progress in UM 1987.
9 Specifically, PGE agrees that, to the extent that the AR 631 issues list, once developed, includes
10 issues that also are presented in UM 1987, those issues may be removed from UM 1987 pending
11 decision in AR 631.

12 Any minor efficiencies that could possibly be gained by staying docket UM 1987 until AR
13 631 concludes are outweighed by the risk that a stay would significantly delay adoption of
14 improved standard PPAs and Schedule 201, thereby harming PGE, its customers, and its QF
15 counterparties. Although Staff seeks to resolve AR 631 on a fast-track, that goal may not prove
16 realistic. Docket AR 631 is a generic docket that will involve all three utilities and likely a broader
17 array of stakeholders than this case.¹² Moreover, many of the proposals that have been made in
18 the informal discussions would require changes to Commission policy. As the QF Parties point
19 out, when the Commission first adopted standard contract terms and conditions in generic docket
20 UM 1129, the process took nearly five years to resolve.¹³ And when the Commission revisited
21 those terms and conditions in generic docket UM 1610—which may be akin to what will occur in
22 docket AR 631—the process began in 2012 and still has not completely concluded. This
23 experience suggests that resolution of docket AR 631 may not happen as quickly as Staff and
24 stakeholders would like.

¹¹ Motion to Stay at 14.

¹² Motion to Stay at 12-13.

¹³ Motion to Stay at 17-18.

1 Meanwhile, PGE continues to receive applications from QF developers and to sign new
2 standard PPAs, and PGE expects that contracting activity will not abate. Proceeding toward
3 adoption of clearer, commercially standard PPAs in the near-term would protect PGE, customers,
4 and developers from the risk of continued litigation over ambiguous terms in PGE’s current PPAs.
5 When docket AR 631 is resolved, PGE can easily flow any new or changed terms and conditions
6 into its updated PPAs. Therefore, PGE requests that the Commission consider its Revised Filing
7 now, rather than staying this case.

8 **B. PGE’s Revised Filing is suitable for expeditious review.**

9 **1. PGE’s Revised Filing adopted many stakeholder recommendations and narrowed**
10 **the scope of disputed issues.**

11 Through the robust stakeholder process that has occurred over the last year, the parties
12 reached agreement on many of the concerns the QF Parties raised during the stakeholder process.
13 The Revised Filing incorporates the QF Parties’ feedback and is significantly improved from both
14 the currently effective documents and the Original Filing. Importantly, the Revised Filing
15 *removed* most of the provisions that the QF Parties identify in their Motion to Stay as “radically
16 different” from Commission policy and PGE’s current PPAs.¹⁴ The Revised Filing also includes
17 many revisions that specifically benefit QFs, including provisions that: change how imbalance
18 energy is calculated, allow cure periods to reduce the risk of default, and modify the insurance
19 requirements in response to QF recommendations. In total, the Revised Filing represents a
20 significant improvement over the current, 2005-vintage PPAs and a move closer to consensus than
21 the Original Filing.

22 To the extent disputed issues remain, they are discrete, and there is no reason they cannot
23 be resolved expeditiously. PGE is not asking the Commission to overlook or override stakeholder
24 concerns about the revised documents, as the QF Parties allege.¹⁵ Instead, PGE simply asks the

¹⁴ See Motion to Stay at 6; Revised Filing (returning to current PPA language regarding performance security, removing right of first refusal to purchase RECs, removing provision regarding future carbon emissions regulations, returning to current PPA scheduling language, removing generation forecasting requirement—to name a few).

¹⁵ Motion to Stay at 8.

1 Commission to implement an efficient process to resolve the remaining disputes and adopt PGE’s
2 updated documents.

3 **2. *The QF Parties mischaracterize PGE’s filings and exaggerate their complexities.***

4 The QF Parties complain about how hard it has been to understand both the Original and
5 Revised Filings and claim that because the task is difficult it should be deferred.¹⁶ But the QF
6 Parties mischaracterize the nature of PGE’s filings and unreasonably minimize the effort that
7 already has been undertaken. In doing so, the QF Parties paint an inaccurate picture to suggest
8 that expeditious review *of a filing they have had for nearly a year* is unreasonable.

9 **First**, the QF Parties cannot reasonably claim now that the length of the filing or the number
10 of words in the contracts make them unsuitable for expeditious review when those parties have
11 been actively reviewing and discussing the documents for nearly a year through workshops,
12 settlement discussions, and exchanging redlines. Such a claim is particularly disingenuous given
13 their simultaneous claim that they were prepared to expeditiously review a wholesale revision of
14 all three utilities’ standard contracts—including potentially significant changes to Commission
15 policy—in docket AR 631.¹⁷

16 **Second**, the QF Parties claim that PGE did not provide redline versions of its filing to allow
17 them to identify changes from the existing PPAs.¹⁸ However, PGE explained to the QF Parties on
18 several occasions that such documents would not have been helpful given that the documents had
19 been re-written and re-organized.¹⁹ Instead, PGE provided comprehensive explanatory matrices
20 with both the Original and Revised Filings that walked through the PPAs and Schedule 201 term-
21 by-term, compared the new language and the current language, and explained why every single
22 revision was proposed. These meticulously prepared matrices allow the Commission and
23 stakeholders to easily understand what changes were made and why, yet the QF Parties

¹⁶ See, e.g., Motion to Stay at 8, 11, 15, 19.

¹⁷ Motion to Stay at 18.

¹⁸ Motion to Stay at 5.

¹⁹ In addition, PGE recently provided such redlines in response to the ALJ’s request. PGE’s Response to ALJ Ruling of 11/14/19 (Nov. 19, 2019).

1 inexplicably make no mention of these detailed explanatory documents in their Motion to Stay.
2 As previously discussed, PGE also explained the changes to the QF Parties during multiple
3 workshops. Finally, the changes that were made to the Original Filing in the Revised Filing were
4 provided to the QF Parties in exactly the form they requested so they could track each change from
5 the Original Filing. The QF Parties have no basis for claiming that they have received insufficient
6 information to understand PGE’s filings.

7 **Third**, the QF Parties argue that their review process has been hampered because PGE started
8 from the “ground up” and drafted new agreements instead of simply revising its current PPAs.²⁰
9 Such an approach was necessary, however, to achieve clear, comprehensive, and commercially
10 standard PPAs. While it may have been preferable for ease of review to simply revise around the
11 edges of the existing documents, that approach would not have achieved the desired result.

12 **Fourth**, the QF Parties suggest that PGE’s filing was misleading because the Original Filing
13 stated the revised PPAs did not include changes to Commission policy and therefore the QF Parties
14 were lead to believe that “PGE did not change the substantive treatment of the various issues in
15 the standard PPA, and that this proceeding was merely a process to make the documents clearer.”²¹
16 But PGE’s Original Filing was clear on this point—while PGE did not intend to make changes that
17 were inconsistent with Commission policy, there were a limited number of substantive changes to
18 improve the PPAs and contracting process. Indeed, PGE’s Original Filing stated explicitly that
19 the “revised PPAs and Schedule 201 also contain several substantive additions related to issues
20 that the former documents did not address.”²² Moreover, PGE explained in the cover letter the
21 nature and extent of the changes included in the revised PPAs and, as noted above, PGE included

²⁰ Motion to Stay at 4.

²¹ Motion to Stay at 5-6 (“PGE asserted that, while it believes changes are needed to the Commission’s PURPA policies, PGE ‘elected to proceed with this filing without suggesting updates that would require a change in Commission policy.’ In other words, PGE represented that its initially[]filed standard PPA and Schedule 201 contained no provisions that were in any way inconsistent with existing Commission PURPA orders and policy. In short, taken at face value, the parties and the Commission should have, in PGE’s view, expected that PGE did not change the substantive treatment of the various issues in the standard PPA, and that this proceeding was merely a process to make the documents clearer.”) (internal citations omitted).

²² Original Filing at 4.

1 a detailed explanatory matrix describing every single change. Any implication that PGE misled
2 parties with its filing does not withstand scrutiny. Most important, PGE’s actions both before and
3 after the filing completely undermine this claim. PGE conferred with Staff and QF stakeholders
4 before the filing and then organized no fewer than six workshops after the filing. These are not
5 actions designed to mislead anyone about the filing’s nature.

6 **Fifth**, the QF Parties complain that the revised contracts are longer than PGE’s current
7 PPAs.²³ PGE believes that clarity is more valuable than brevity, and disagrees with the QF Parties’
8 apparent belief that ambiguous terms should remain ambiguous if clarity requires additional words.
9 Ambiguity often arises specifically because a contract term lacks a full explanation or because
10 terms are not defined, and PGE sought to eliminate ambiguity to avoid future disputes.

11 **Sixth**, the QF Parties argue that if this case is not stayed, they will be required to file
12 testimony addressing a long list of issues they have with the Revised Filing.²⁴ However, the QF
13 Parties describe in detail only two objections, both of which can be resolved on an expedited
14 basis.²⁵ Many of the QF Parties’ other objections illustrate that the disputes are not as complex as
15 they claim and that the Revised Filing represents an improvement over the status quo. For
16 example, the QF Parties complain that the Revised Filing contains cure periods that are more
17 limited than is commercially reasonable.²⁶ But the cure periods that the QF Parties complain are
18 too limited were added to provisions that lack *any* cure period in PGE’s current PPAs. In short,
19 none of the issues that the QF Parties dispute require protracted litigation to resolve.

20 **C. Delaying resolution of PGE’s Revised Filing is likely to produce more disputes.**

21 When PGE first drafted its standard PPAs and Schedule 201 in 2005, PGE had experienced
22 almost no QF development and sought to draft documents that were extremely simple and that
23 differed from its typical commercial agreements. Until relatively recently, the simplicity of the
24 documents and the resulting ambiguity were relatively inconsequential because PGE continued to

²³ Motion to Stay at 19.

²⁴ Motion to Stay at 15.

²⁵ Motion to Stay at 14-15.

²⁶ Motion to Stay, Attachment 1 at 1.

1 have little QF development. In recent years, however, PGE experienced an influx of QF
2 development, and ambiguous contract terms have been the source of numerous complaints at the
3 Commission.²⁷ Staff agrees that “disputes regarding the contracting process and contract terms
4 have flooded the Commission.”²⁸ And the Commission has undertaken a rulemaking to revisit its
5 dispute resolution processes in an attempt to develop a more robust process that facilitates
6 streamlined resolution of QF complaints where possible.²⁹

7 By providing greater clarity and certainty regarding the standard PPA terms and contracting
8 process and timelines, PGE’s efforts in this docket advance the complementary goal of minimizing
9 disputes before they arise. Clarity and certainty benefit both PGE and QF developers by ensuring
10 each party understands its rights and obligations under the contract. Implementing PGE’s clarified
11 documents expeditiously will avoid future disputes, as developers continue to request standard
12 contracts—each of which will be in effect for a 20-year term. If, as the QF Parties seek, docket
13 UM 1987 is stayed until docket AR 631 concludes at some uncertain time in the future, then it is
14 likely that disputes will persist in the interim.

III. CONCLUSION

15 PGE’s proposed revisions are critical to ensuring that its implementation of PURPA is
16 transparent, fair, efficient, and protects PGE’s customers, and expeditious review and approval of
17 PGE’s updated, improved, and clarified documents is the most efficient way to minimize future
18 disputes and advance the public interest. Prompt review of the Revised Filing will not duplicate
19 the targeted efforts recently initiated in docket AR 631, and therefore staying this case will only
20 delay adoption of revised and improved documents for PGE without providing efficiency gains.

²⁷ See *In the Matter of Public Utility Commission of Oregon, Investigation into PURPA Implementation*, Docket UM 2000, Comments of the Northwest And Intermountain Power Producers Coalition, the Renewable Energy Coalition, and the Community Renewable Energy Association in Response to OPUC Workshop at 17 (July 9, 2019) (“QF contract terms and conditions shall be established by rule, and by adopting standardized terms and contracting procedures the Commission can reduce ambiguity and potential differences in implementation by utilities. Such issues have been the source of numerous complaints before the Commission and therefore resolving these issues in the near-term will help reduce litigation.”).

²⁸ Order No. 19-254, App. A at 19.

²⁹ Order No. 19-254, App. A at 1.

1 PGE has worked tirelessly over the last year to engage stakeholders regarding the proposed
2 revisions and to respond to their concerns, and there is no reason that parties cannot proceed now
3 to an efficient Commission resolution of the remaining disputed issues. The Commission should
4 deny the QF Parties' Motion to Stay and set a schedule that allows for such review.

Dated: November 26, 2019.

MCDOWELL RACKNER GIBSON PC



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