

1 participating in the GEAR.² For the CSO option, PGE retains final review and approval over
2 PPA terms and conditions.³ Consistent with Order 19-075,⁴ PGE made its objective PPA criteria
3 available on its website, and has revised and reposted the criteria consistent with Order 19-213.⁵

4 Risks and costs of the program are paid for by subscribers, who also continue to pay all
5 other applicable rates and supplemental schedules.⁶ Both PGE-procured and CSO subscribers
6 receive a credit for the value of incremental energy and capacity provided to PGE's system by
7 the PPA from other cost of service (COS) customers.⁷ Any PPA cost above the energy and
8 capacity value credited to the subscribers is to be borne by those subscribers.⁸ Incremental
9 credits to PGE-Supply Option participants were prohibited, meaning that those subscribers
10 cannot receive a credit from the program that exceeds the cost of participating in the program.⁹
11 Conversely, the Commission's resolution for the CSO option allows for the possibility of a
12 floating credit on a case-by-case Commission approved basis, such that the credit does not
13 guarantee net savings to the participant, but may result in net savings.¹⁰

14 In March 2019, PGE posted the minimum PPA terms and conditions on its website, and
15 released a Request for Quotations (RFQ) asking for pricing and project details for the two supply
16 options of the Green Tariff.¹¹ This RFQ was not required to be filed with the Commission and
17 was not filed with the Commission.¹²

18 ² *Id.* at 8.

19 ³ *Id.*

20 ⁴ *Id.*

21 ⁵ *In re Portland General Electric Company*, OPUC Docket No. UM 1953, Order No. 19-213 at
22 9.

22 ⁶ *Order No. 19-075* at 5.

23 ⁷ *Id.*

24 ⁸ *Id.*

25 ⁹ *Id.*

26 ¹⁰ *Id.* at 6.

¹¹ Affidavit of Josh Halley at paragraph 3

¹² Affidavit of Josh Halley at paragraph 4.

1 On May 31, 2019, PGE opened customer enrollment for Phase 1 of its GEAR program.¹³
2 PGE received customer interest in excess of the 100 MW cap from customers eligible for the
3 PGE Supply Option. When customers declared their interest, most did not distinguish or identify
4 the option in which they were interested. Only one customer indicated a desire to participate in
5 the CSO option.¹⁴

6 In June 2019, PGE notified two customers who had expressed interest in PGE's initial
7 Company offering about the CSO, as they met the size requirements for that portion of the
8 program.¹⁵ PGE informed these customers that the CSO would maintain the same terms and
9 conditions as the PGE offering, as the selected PGE Supply Option resource was expandable
10 beyond 100 MW.¹⁶ Two customers who had not initially qualified for the PGE Supply Option
11 due to the cap limit and one who was already enrolled under the PGE Supply Option cap elected
12 to move to the CSO program.¹⁷

13 Staff and other parties became aware of PGE's implementation of the program at the
14 August 29, 2019 Settlement conference for Phase II of the program. At that time, the parties
15 (PGE, Staff and others) became aware of the different interpretations of the Commission's
16 direction for implementation in Order 19-075, related to both the individual program caps,
17 management of the queue, and PGE involvement in procuring a resource to service CSO
18 customers.

19 In its September 13, 2019 compliance filing, PGE notified the Commission that it had
20 reminded large customers who qualified for the CSO "that they were still eligible for the CSO
21 and that the CSO was a way for them to participate in the Green Tariff with a PPA of their
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23 ¹³ Affidavit of Josh Halley at paragraph 5.

24 ¹⁴ Affidavit of Josh Halley at paragraph 13.

25 ¹⁵ Affidavit of Josh Halley at paragraph 7.

¹⁶ Affidavit of Josh Halley at paragraph 8.

26 ¹⁷ Affidavit of Josh Halley at paragraph 9.

1 preference.”¹⁸ Ultimately, a few interested large customers did enroll in the CSO with only one
2 customer who had been eligible for the PGE Supply Option moving to the CSO option. 160 MW
3 was the entire demand the Company had received following its initial offering at the end of
4 May.¹⁹ In PGE’s view, the result was that 100 MW of the CSO option was utilized and 60 MW
5 of the PGE procured option was subscribed.²⁰

6 Following Staff’s and other parties’ understanding of PGE’s implementation of Phase I of
7 the program, concerns were raised related to PGE’s compliance with the Commission’s Phase I
8 Order. Specifically, Staff and some parties were concerned that there was little if any distinction
9 between the CSO Option and the PGE Supply Option as implemented by PGE, and in their view
10 the PGE Supply Option effectively utilized 160 MW of the GEAR program’s 300 MW
11 cumulative cap.²¹ These parties were also concerned that PGE’s process and involvement in the
12 procurement of a resource to meet all 160 MW of subscribed demand was consistent with the
13 Commission’s Phase I Order.²²

14 The Commission heard arguments related to PGE’s Compliance Filing at the
15 October 22, 2019 Regular Public Meeting. At that Meeting, the Commission opened a process to
16 review and potentially clarify Order No. 19-075 to address issues raised by some parties to the
17 proceeding.²³

18 In accordance with Commission Order No. 19-348, the Moving Parties engaged in
19 multiple settlement discussions and exchanged multiple redlines of an issues list in an attempt to
20 resolve the concerns some parties had raised about PGE’s Phase I Compliance Filing. As a
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22 ¹⁸ PGE Compliance filing at 2.

23 ¹⁹ Affidavit of Josh Halley at paragraph 11.

24 ²⁰ Affidavit of Josh Halley at paragraph 12.

25 ²¹ Declaration of Scott Gibbens at 1-2.

26 ²² Declaration of Scott Gibbens at 1-2.

²³ *In re Portland General Electric*, OPUC Docket No. UM 1953, Order No. 19-348 (Oct. 25, 2019).

1 result of those discussions, the Moving Parties reached agreement resolving all of the items on
2 the issues list, and therefore respectfully request that the Commission amend Order No. 19-075
3 as necessary to effectuate the agreement among the Moving Parties.

4 **II. Discussion**

5 Oregon Revised Statute 756.568 provides the Commission with authority to rescind,
6 suspend and amend orders at any time upon notice to the public utility and after an opportunity
7 to be heard as provided in ORS 756.500 to ORS 756.610. In this case, the Moving Parties
8 respectfully request the Commission amend Order No. 19-075 in order to resolve Phase I
9 Compliance Filing Issues with PGE's VRET program.

10 The Moving Parties agree that there is good cause for the Commission to amend
11 Order No. 19-075 as follows:

- 12 • The 160 MW currently subscribed will all be under the PGE procured portion of the
13 GEAR program; the remaining 140 MW of capacity is dedicated to the CSO portion.
- 14 • PGE or any other party may file for reconsideration of the individual GEAR program
15 caps on or after March 23, 2020, with an anticipated effective date for shifting available
16 capacity occurring no earlier than June 1, 2020. A shift would only occur following a
17 Commission determination that doing so is appropriate under the current circumstances
18 of the program, based on the evidence before it. Cap reconsideration may include
19 reallocation of any unsubscribed portion of the remaining 140 MW of capacity to non-
20 CSO customers. Unsubscribed portion refers to the capacity under the 140 MW CSO
21 portion and not yet in the CSO queue (defined below).
- 22 • PGE may have no role in CSO project procurement prior to Commission approval (if
23 any) for cap reconsideration; PGE may provide interested customers with information
24 about the program that would be limited to:
 - 25 ○ Program description and mechanics;
 - 26 ○ Queue and remaining capacity under cap information;

- 1 ○ The fact that beginning March 23, 2020, the Commission may (but is not
- 2 obligated to) consider changes to the program capacity with an anticipated
- 3 potential effective date if such changes are made of June 1, 2020; and
- 4 ○ Reference to RNW website for a map of potential projects and developers.
- 5 • PGE will maintain final contract approval and will work with interested CSO customers.
- 6 PGE may only object to qualifying PPAs to avoid shifting costs and risks onto
- 7 non-participating customers or PGE shareholders. The customer may determine the
- 8 appropriate point in time to involve PGE during contract negotiations.
- 9 • CSO and PGE procured projects may be the same, however, the contracts must be
- 10 separately negotiated, and the customer must independently choose the shared resource.
- 11 • CSO queue will be established based on timestamp of email where a customer returns the
- 12 signed, non-binding letter of intent, regardless of whether the letter is submitted to PGE
- 13 prior to March 23, 2020.²⁴
- 14 • All parties (the Company, resource supplier and the CSO customer) must act in good
- 15 faith to sign a final contract. The Customer must perform the terms of the letter of intent
- 16 to enroll in the program and to maintain a position in the queue.

17 These amendments will ensure that interested eligible customers are able to participate in the
18 GEAR program, while allowing time to determine whether and to what extent there is customer
19 interest in the CSO portion of the GEAR program.

20 Further, in response to parties' concerns, PGE has updated the minimum PPA
21 requirements and has posted the updated requirements to its website.²⁵

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²⁴ Letter of Interest is included in Attachment A.

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²⁵ The Moving Parties provide this for completeness of information, but note that Order No. 19-075 does not need to be amended to address this issue, as it directed PGE to “develop and publish minimum PPA standards so that customers may access clear information about PPA requirements, so that all eligible customers will have non-discriminatory access to Customer Supply Option.” Order 19-075 at 8.


1 **III. Conclusion**

2 The process outlined above will provide an opportunity to better learn and understand
3 customers' preferences for either the PGE-procured option or the CSO option. Amending Order
4 19-075, as requested above, would allow for these objectives to be achieved. For these reasons,
5 the Moving Parties respectfully request that the Commission amend Order 19-075 as described
6 above.

7
8 DATED this 14 day of January, 2020.

9 Respectfully submitted,

10 ELLEN F. ROSENBLUM
11 Attorney General

12 
13 Sommer Moser, OSB # 105260
14 Assistant Attorney General
15 Of Attorneys for Staff of the Public Utility
16 Commission of Oregon
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BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 1953

In the Matter of

PORTLAND GENERAL ELECTRIC
COMPANY,

Investigation into Proposed Green Tariff.

AFFIDAVIT OF JOSH HALLEY

I, Josh Halley, being first duly sworn on oath, depose and say:

1. My full name is Josh Halley. I am a Senior Product Portfolio Specialist at Portland General Electric Company (PGE or Company).

2. I am filing this affidavit in support of the Stipulated Motion to Amend Order No. 19-075 being filed concurrently in this matter.

3. In March 2019, through a Request for Quotations (RFQ), PGE sought quotations from competitive developers for quotes for the 100 MW PGE aggregated program and the 200 MW customer supply option (CSO). PGE sought quotes for the CSO because, in meetings with at least one very large CSO eligible customer, PGE was directly asked about indicative pricing, (i.e., PGE was asked what might be a competitive price for a CSO product and

what resource options might look like). In securing quotes, PGE was gathering market information to be helpful to customers.

4. PGE was not required to file the RFQ with the Commission, and PGE did not file the RFQ with the Commission.

5. On May 31, 2019 when the green tariff queue opened, 16 customers provided nonbinding letters of interest.

6. June 6, 2019 following up on demand for the program, PGE met with the resource developer of the 100 MW project, asking about the developer's ability to increase the size of the renewable generation project to meet CSO-eligible customer interest. The developer confirmed that this was possible, at the same terms and conditions of the 100 MW project that PGE was negotiating for the PGE Supply Option.

7. Later on June 10, 2019 and 13, 2019 two customers expressed interests in the green tariff, and PGE advised them that the PGE Supply Option queue had been filled but that they were eligible for the CSO. They expressed interest in PGE's assistance with the CSO option and finding a resource.

8. PGE informed these customers that the CSO would maintain the same terms and conditions as the PGE Supply Option resource as that resource was expandable beyond 100 MW.

9. Two customers who had provided nonbinding letters of interest for the PGE Supply Option but had total demand exceeding the cap elected to move to the CSO program.

10. On August 18, one customer who was already enrolled under the PGE Supply Option but was eligible for the CSO confirmed its interest in the CSO option.

11. The entire demand the Company received following its initial offering at the end of May was approximately 160 MW.

12. The result was that 100 MW of the CSO option was utilized and 60 MW of the PGE procured option was subscribed.

13. When customers declared their interest, most did not distinguish or identify the option in which they were interested. Only one customer indicated a desire to participate in the customer supplied option (CSO).

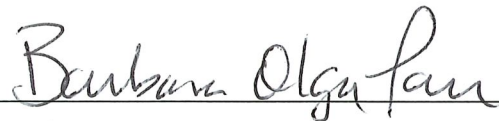
SIGNED this 3rd day of January, 2020.



Josh Halley

SUBSCRIBED AND SWORN to before me this 3rd day of January, 2020.





Notary Public for Oregon

My Commission Expires: ,

April 25, 2021

1 did not understand any GEAR program customer to indicate an intent or desire to procure their
2 own resource under the CSO. Staff understood PGE to have suggested CSO eligible customers in
3 the PGE Supply Option queue to move from the PGE Supply Option to the CSO, which resulted in
4 the third customer in the PGE Supply Option queue to move to the CSO, allowing other interested
5 customers to participate in the GEAR program.

6 5. To the best of my knowledge, the above statements are true and accurate.

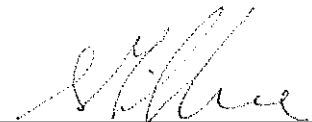
7 I hereby declare that the above statements are true to the best of my knowledge and belief,
8 and that I understand it is made for use as evidence before the Public Utility Commission of
9 Oregon and is subject to penalty for perjury.

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11 SIGNED this 30th day of December, 2019 at Salem, Oregon.

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Signed: 
Scott Gibbens

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Portland General Electric
121 SW Salmon Street · Portland, Ore. 97204

PGE Green Future Impact
Letter of Interest

_____, 2020

Dear Portland General Electric Company,

I, _____, representing _____ hereby expresses ___ interest in participating in Portland General Electric Company's (PGE) Schedule 55, commonly known as Green Future Impact (GFI). More specifically, please consider this letter our request to be placed in the queue for the Customer Supplied Option (CSO) of the GFI and are specifically committing to:

- Amount: _____ MWh per year, prorated for partial years
- Term: _____ years (5 - 20 years)
- Point of Delivery: BPAT.PGE
- Resource: Must be:
 - o Technology: Renewable Energy Compliant with ORS 469A et seq.
 - o Location: In the WECC

We understand that there is limited availability for this product under the tariff and that it will be allocated on a first come first serve basis beginning December 1, 2019. We further understand that PGE requests return of this letter by March 23, 2020. Finally, we also understand that the availability of the product to us is conditioned upon the following:

- We will provide a draft PPA/qualifying resource that meets PGE's posted minimum PPA requirements, a copy of which is attached to this letter. If we are not able to provide the draft PPA by June 1, 2020, we will demonstrate to PGE's reasonable satisfaction that we are taking all commercially reasonable actions to obtain and provide such draft PPA. We understand that failure to provide a draft PPA or such satisfactory demonstration that we are taking all commercially reasonable actions to obtain and provide such draft PPA may result in removal from the queue.
- We understand that to finalize the PPA PGE will negotiate directly with the renewable energy supplier, and the PPA will be between PGE and the renewable energy supplier.



Portland General Electric
121 SW Salmon Street · Portland, Ore. 97204

- In accordance with the OPUC approved Schedule 55 tariff:
 - o We cannot purchase this product in an amount greater than our total PGE load.
 - o The product is only available to PGE Cost of Service customers.
- Concurrently with PGE's execution of the PPA, we will execute a binding subscription agreement with PGE, substantially in the form attached to this letter, that will identify the project site, point of delivery, facility technology, term and price.

Sincerely,

Signed By: _____

On behalf of: _____

Date: _____