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July 22, 2020

Via Electronic Filing

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

**Re: UE 370 – PORTLAND GENERAL ELECTRIC COMPANY, Renewable Resource Automatic Adjustment Clause (Schedule 122) (Wheatridge Renewable Energy Farm); and
UE 372 – PORTLAND GENERAL ELECTRIC COMPANY, Renewable Resource Automatic Adjustment Clause (Schedule 122) (BPSC Energy Storage Microgrid and ARC Energy Storage)
Consolidated**

Dear Filing Center:

Enclosed for filing today in the above-captioned consolidated dockets is Portland General Electric Company's Closing Brief, redacted version. The confidential version will be filed under separate cover and will be sent via electronic mail to the persons subject to Protective Order No. 19-416 in this docket.

This document is being filed by electronic mail with the Filing Center.

Thank you for your assistance. If you have any questions, please do not hesitate to call me.

Sincerely,

/s/ Douglas C. Tingey

Douglas C. Tingey
Associate General Counsel

DT:hp
Enclosure

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UE 370, UE 372

In the Matters of

PORTLAND GENERAL ELECTRIC
COMPANY,

Renewable Resource Automatic Adjustment
Clause (Schedule 122) (Wheatridge
Renewable Energy Farm) (UE 370), and

Renewable Resource Automatic Adjustment
Clause (Schedule 122) (BPSC Energy Storage
Microgrid and ARC Energy Storage)
(UE 372).

**PORTLAND GENERAL ELECTRIC
COMPANY'S CLOSING BRIEF**

I. INTRODUCTION

Portland General Electric Company (PGE or Company) has reached a stipulation resolving most of the contested issues in this docket with Commission Staff, the Citizens' Utility Board (CUB), and the Alliance of Western Energy Consumers (AWEC) (collectively "parties"). If the Commission approves this stipulation, then only three issues remain, each of which concerns PGE's recent investment in the Wheatridge Renewable Energy Facility (Wheatridge). Specifically, (1) AWEC proposes a partial disallowance related to PGE's handling of the 2018 Request for Proposals (RFP); (2) all three parties propose conditions on PGE's recovery of prudently incurred costs to guarantee certain levels of customer benefits; and (3) parties oppose or propose modifications to PGE's proposal to monetize Wheatridge's Renewable Energy Certificates (RECs).

PGE procured the Wheatridge resource following Commission approval of the Company's Revised 2016 Integrated Resource Plan (IRP),¹ and pursuant to the Commission-approved shortlist in the 2018 RFP.² The Wheatridge project consists of several complementary technologies, including a 300 megawatt (MW) wind generation facility, a 50 MW solar facility, and a 30 MW 4-hour duration energy storage facility located in Morrow County, Oregon. Of this combined facility, 100 MW of the wind generation facility will be owned by PGE and subject to a build-transfer-agreement, while the remaining project output will be sold to PGE under two power purchase agreements (PPAs).

PGE acquired Wheatridge as part of the Company's least-cost, least-risk means of meeting impending resource needs. The Wheatridge project was acquired to meet near-term

¹ *In the Matter of Portland General Electric Company 2016 Integrated Resource Plan*, Docket LC 66, Order No. 18-044 (Feb. 2, 2018).

² *In the Matter of Portland General Electric Company 2018 Request for Proposals for Renewable Resources*, Docket UM 1934, Order No. 18-483 (Dec. 19, 2018).

energy and capacity needs (including at least 112 MW of capacity needs by 2021³) as well as long-term RPS-compliance needs.⁴ By acquiring the project expeditiously, PGE maximized the project's potential customer benefits, which are tied to time-limited wind production tax credits (PTCs). Thanks in part to these PTCs, as well as other net power cost benefits, when the Wheatridge project was evaluated in the RFP, PGE forecast the net impact of the Wheatridge project, over the first ten years of operation, will be an approximate **[BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL]** net benefit to customers.

All parties accept the prudence of PGE's decision to acquire a new resource through the RFP process.⁵ Nonetheless, AWEC proposes a partial adjustment on the basis that PGE too rigidly adhered to the requirements of the RFP process, a premise unsupported by the RFP's independent evaluator (IE).

Moreover, each party proposes to condition PGE's recovery of prudently incurred costs on the amount of PTCs the project produces—Staff and CUB by tying the Company's wind forecasting methodology for Wheatridge to a fixed capacity factor for a 10-year period, and AWEC by advancing a complicated regulatory accounting proposal.⁶ Under the parties' logic, by expeditiously pursuing the Wheatridge project to maximize customer benefits, PGE became responsible for guaranteeing these benefits in order to recover its own prudently incurred costs. Fundamentally, these proposals would penalize PGE for seeking to maximize customer benefits,

³ PGE/600, Armstrong-Batzler/17.

⁴ PGE/600, Armstrong-Batzler/5.

⁵ AWEC Reply Brief at 18 n.51 (stating that AWEC "has accepted" the Commission's decision to approve PGE's effort to acquire a resource during the IRP and RFP process, and "has never argued in this proceeding that all of Wheatridge's costs should be disallowed or that PGE should not have procured any resource at all").

⁶ Staff Reply Brief at 4-5; CUB Reply Brief at 8-9; AWEC Reply Brief at 5-6. Note, Staff points out that PGE improperly characterizes its proposal as establishing a "floor" on the project's capacity factor. Staff Reply Brief at 5. PGE agrees, and recognizes that Staff's approach would fix the project's capacity factor and corresponding PTC benefits—regardless of whether actual PTCs are higher or lower than expected.

while ignoring the Commission's central cost-of-service ratemaking paradigm. Staff's and CUB's proposals ignore the fact that PGE's wind capacity methodology already relies significantly on the capacity factors forecasted in the RFP. In addition, their proposals are contrary to Commission precedent, violate the parties' recent settlement, and were inappropriately raised on rebuttal. In addition, AWEC's proposal is inconsistent with ORS 469A.120(2), which provides for the timely recovery of prudently incurred investments in RPS-compliant resources.

Separately, PGE proposes a mechanism to monetize RECs produced by Wheatridge before 2025, to the benefit of customers. Consistent with PGE's proposal in the Company's Revised 2016 IRP, PGE seeks to increase value to customers while reducing the near-term cost impacts of the Wheatridge project. In the alternative, PGE is willing to support either CUB's modification of PGE's proposal, or a limited REC-monetization mechanism in conjunction with a generic investigation.

In sum, PGE respectfully requests that the Commission find that PGE properly followed the procedures set forth in its RFP, deny parties' proposals to condition PGE's recovery of its prudently incurred costs, and approve full cost recovery of the Company's Wheatridge investment. PGE also encourages the Commission to accept PGE's REC monetization proposal in order to swiftly pass through these cost-saving benefits to customers.

II. ARGUMENT

A. PGE Prudently Adhered to the RFP Process by Declining to Allow a Bidder to Resubmit a Withdrawn, Erroneous Bid.

AWEC challenges PGE's prudence with respect to the Company's execution of the RFP process.⁷ PGE's RFP was a robust and competitive solicitation process that yielded bids from

⁷ AWEC Reply Brief at 18.

eight counterparties offering 26 total proposals, including a Benchmark bid with three associated proposals.⁸ These bids were then scored, with project capacity factors determined by an independent renewable energy expert, Vaisala.⁹ This process produced a final shortlist of three bids, plus three bid variants—all of which the IE confirmed were reasonably priced and aligned with PGE’s IRP process.¹⁰ All shortlist bids were also subject to a cost-containment screen, to ensure that the forecasted benefits exceeded the forecasted costs.¹¹ Having followed this clear, fair, and robust solicitation process, PGE identified and received Commission approval for its final shortlist—setting forth a list of acceptable project options.¹²

Almost five months after the bidding deadline had passed, and after PGE had already selected the top three shortlist bids, the winning bidder withdrew its bid following discovery of a [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL]. The other shortlist bidder also subsequently withdrew its bid [BEGIN CONFIDENTIAL] [REDACTED] [REDACTED] [REDACTED] [END CONFIDENTIAL]. While Wheatridge remained as a fully acceptable shortlist bid, AWEC believes that PGE was imprudent for declining to allow the withdrawn bidder to submit a replacement bid. On this basis, AWEC

⁸ PGE/100, Armstrong-Batzler/8.

⁹ PGE/100, Armstrong-Batzler/8-9.

¹⁰ PGE/100, Armstrong-Batzler/10.

¹¹ PGE/100, Armstrong-Batzler/7.

¹² OAR 860-089-0500(1) (“For the purposes of this section, “acknowledgment” is a finding by the Commission that an electric company’s final shortlist of bid responses appears reasonable at the time of acknowledgment and was determined in a manner consistent with the rules in this division.”). Commission acknowledgement of a shortlist “has the same legal force and effect as a Commission-acknowledged IRP in any future cost recovery proceeding.” OAR 860-089-0500(2). Commission acknowledgement in an IRP context is not dispositive for subsequent ratemaking treatment, but is “relevant to subsequent examination of whether a utility’s resource investment is prudent and should be recovered from ratepayers.” *In the Matter of PacifiCorp dba Pacific Power, 2015 Integrated Resource Plan*, Docket LC 62, Order No. 16-071 at 2 (Feb. 29, 2016).

proposes a partial disallowance reflecting 50 percent of the difference between the costs of the withdrawn bid and the costs of the Wheatridge bid.¹³

As PGE explained in its Opening Brief, allowing a belated resubmission would have undermined the integrity of the RFP process, would have been unfair to other RFP bidders that managed to provide complete and accurate bids, and may have unduly delayed the RFP process to the detriment of customers.¹⁴ Moreover, PGE’s decision was supported by the RFP’s IE. Indeed, PGE consulted with the IE *before* responding to the resubmit request.¹⁵ Only after the IE concurred that allowing a belated resubmit was inappropriate did PGE decline to accept the proposed resubmission, and thereafter moved forward with final project selection.¹⁶

AWEC argues that the Commission’s competitive bidding rules do not prohibit a bidder from submitting a substitute bid, and that allowing a resubmission in this case would have advanced the rule’s purpose to “provide an opportunity to minimize long-term energy costs and risks[.]”¹⁷ Yet AWEC ignores the central goals of the RFP guidelines, which are intended to make the resource selection process “understandable and fair,”¹⁸ thereby encouraging bidders to participate and creating a robust, competitive solicitation. If bidders believe that the rules and deadlines for a solicitation will be applied unevenly or inequitably, then they are less likely to expend the considerable resources required to participate.

Here, PGE’s RFP included a clear bidding deadline. Bidders were required to provide complete and accurate bids by that date. One bidder nonetheless requested the opportunity to

¹³ AWEC Reply Brief at 18.

¹⁴ PGE Opening Brief at 6.

¹⁵ PGE/600, Armstrong-Batzler/5.

¹⁶ PGE/600, Armstrong-Batzler/5.

¹⁷ AWEC Reply Brief at 19 (quoting OAR 860.089-0010(1)).

¹⁸ *In the Matter of Public Utility Commission of Oregon Investigation Regarding Competitive Bidding*, Docket UM 1182, Order No. 06-446 at 2 (Aug. 10, 2006).

place a revised bid with substitute technology, substitute scale, and without substantive evidence of its ability to achieve the necessary on-line date. Furthermore, the bidder asked to substitute its bid almost five months after this deadline had passed. Had PGE allowed one bidder to excuse itself from this process, doing so would have undermined the goals of fairness and transparency. Certainly, Wheatridge’s developer would have had no reason to anticipate that other bidders would receive such preferential treatment, and might reasonably have objected and withdrawn or substituted its own bid, potentially leaving PGE without any back-up.

Notably, AWEC “does not necessarily disagree” that the “value of competitive bidding is significantly eroded if at the conclusion of the process, a bidder can expect to demand an opportunity to re-bid and restart the process.”¹⁹ Nonetheless, AWEC believes that PGE’s refusal to make an exception to this general rule amounted to imprudence because of the “particular circumstances” in this case.²⁰ The special circumstances, it appears, are (1) “[t]he bidder simply made a mistake”; (2) a revised bid “*could* have resulted in a lower cost and lower risk resource”; and (3) the bidder “was ready and willing to provide its substitute bid.”²¹ None of these factual circumstances are extraordinary. Were such an exception granted, future bidders might reasonably infer that they should be entitled to submit replacement bids if these “particular circumstances” are met—namely, [BEGIN CONFIDENTIAL] [REDACTED] [REDACTED] [END CONFIDENTIAL] *might* result in a lower cost bid, and if the revised bid can be provided at the same time the bidder notifies PGE [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL]. Such an exception would, as PGE previously explained, inappropriately reward those who fail to comply with the RFP’s requirements.²²

¹⁹ AWEC Reply Brief at 20.

²⁰ AWEC Reply Brief at 20 (emphasis omitted).

²¹ AWEC Reply Brief at 20-21 (emphasis added).

²² PGE/600, Armstrong-Batzler/4.

In fact, AWEC's concern appears to be with the fact that it was the *winning* bidder that sought the opportunity to resubmit. By inference, AWEC seems to assume that, once the top bid was withdrawn, the remaining bids were inadequate, and these other bids should therefore yield to belated resubmissions from the withdrawn bidder. This assumption is mistaken, as the nature of a shortlist is to identify fully acceptable bids, to be accepted in the order presented if and when unforeseen issues arise. As described above, PGE's shortlist was the result of a robust and competitive solicitation process that yielded multiple shortlisted bids acknowledged by the Commission. As a result, when the high bidder withdrew, PGE appropriately turned to the remaining shortlisted project.

Next, AWEC argues that PGE should not have been concerned about potential delays in the RFP process because, under recently issued IRS guidance (Notice 2020-41), the Continuity Safe Harbor period for receiving full PTCs was extended by another year.²³ AWEC inappropriately applies the benefit of hindsight to PGE's decision because the PTC extension occurred after PGE contracted for the Wheatridge wind project. The Commission has specifically and repeatedly stated that it does not rely on hindsight to judge the prudence of a company's decision when it is made.²⁴ As the Commission has explained:

It is important to note that, in a prudence review, the Commission must exercise a high degree of caution. We recognize the need for regulatory certainty, and, consequently, must use a high standard when examining the reasonableness of a utility's actions. We cannot let the luxury of hindsight allow us to second guess a utility's conduct. Moreover, we acknowledge the possibility that a prudently-made decision might turn out to be the wrong decision. Therefore, as stated above, we

²³ AWEC Reply Brief at 14.

²⁴ *In the Matter of PacifiCorp, dba Pacific Power's Request for a General Rate Revision*, Docket UE 246, Order No. 12-493 at 25 (Dec. 20, 2012) ("Through various orders, the Commission has confirmed that prudence of an investment is measured from the point of time of the utility's actions and decisions without the advantage of hindsight[.]").

must look to the existing circumstances surrounding the decision, not the ultimate outcome of the decision.²⁵

Here, when PGE rejected the request to submit a substitute bid nearly five months after the bidding deadline had closed, there was no basis for any party to assume that the PTC deadline would be extended.

Not only does AWEC's adjustment rely on hindsight, it is inappropriately speculative. AWEC's adjustment relies on a bid that all parties agree was withdrawn [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL], and there is no basis to assume that a revised bid would have been lower cost and otherwise compliant with the RFP. AWEC responds that it was "forced to base its calculation on the withdrawn bid" because PGE declined to allow a replacement bid submission.²⁶ Yet AWEC's statement that the revised bid "could" have been lower cost seemingly recognizes that the amount of any revised bid was unknown.²⁷ In order for the Commission to approve a specific adjustment, it must be supported by substantial evidence.²⁸ Here, there is no evidentiary basis to assume that a revised

²⁵ *In the Matter of Portland General Electric Company Application for Annual Adjustment to Schedule 125 Under the Terms of the Resource Valuation Mechanism*, Docket UE 139, Order No. 02-772 at 11 (Oct. 30, 2002); *see also In the Matter of the Application of Portland General Electric Company for Approval of the Customer Choice Plan*, Docket UE 102, Order No. 99-033 at 36-37 (Jan. 27, 1999) (prudence is determined by the reasonableness of the actions "based on information that was available (or could reasonably have been available) at the time."); *In the Matter of the Revised Tariffs Schedules for Electric Service in Oregon*, Docket UE 88, Order No. 95-322 at 48 (Mar. 29, 1995) (stating that a prudence review takes into account the information available to decision makers at the time the decision was made, and does not engage in hindsight or second-guessing because to do so would be unfair); and *In the Matter of the Application of Northwest Natural for a General Rate Revision*, Docket UG 132, Order No. 99-697 at 52 (Nov. 12, 1999) (stating that the Commission must determine whether NW Natural's actions and decisions, based on what it knew or should have known at the time, were prudent in light of existing circumstances).

²⁶ AWEC Reply Brief at 21.

²⁷ AWEC Reply Brief at 20.

²⁸ *In the Matter of Pacific Power & Light Co. Request for a General Rate Increase*, Docket UE 170, Order No. 06-379 at 4 (July 10, 2006) (noting that the Commission must "determine whether the adjustment was reasonable and supported by substantial evidence").

bid would have been better or worse than the remaining shortlist bid. Thus, AWEC's adjustment is unsupportable as proposed.

B. The Commission Should Reject the Parties' Attempts to Guarantee Project Benefits Because PGE Prudently Invested in this RPS-Compliant Resource to Meet Customer Needs.

Staff and CUB agree that the entirety of the Company's Wheatridge investment was prudent, while AWEC agrees that the vast majority of the investment was prudent (subject to the proposed adjustment described above). Nonetheless, Staff, CUB, and AWEC propose to condition the Company's recovery of prudently incurred costs on achieving certain levels of customer benefits. To justify such conditions, the parties wrongly assert that the Wheatridge project is not needed, and create a new standard of prudence that should therefore apply. PGE urges the Commission to reject parties' attempts to condition PGE's recovery of prudently incurred costs as inconsistent with the Commission's precedent, statutory directives, and general cost-of-service ratemaking paradigm, as well as with the parties' recent settlement.

1. Wheatridge is Needed to Meet Customer Energy, Capacity, and RPS-Compliance Needs.

Fundamentally, the parties disagree about *why* PGE procured Wheatridge. Staff states that Wheatridge "was largely driven[,] not by a near-term resource need, but rather, long-term economic benefits due to time-limited tax credits."²⁹ CUB asserts that "PGE invested in Wheatridge primarily for economic reasons."³⁰ And AWEC states that Wheatridge was "procured primarily on the basis that it will provide future economic benefits to customers[.]"³¹ These statements are incorrect and unsupported by the record.

²⁹ Staff Reply Brief at 3.

³⁰ CUB Reply Brief at 5.

³¹ AWEC Reply Brief at 11.

As detailed in PGE’s testimony, the Company has a near-term energy and capacity need beginning in 2021, and long-term RPS-compliance needs.³² As the Commission recognized in Order No. 18-044, PGE’s RFP was intended to identify RPS-eligible resources “that contribute to meeting the company’s energy and capacity needs by 2021.”³³ The Commission specifically acknowledged PGE’s action item to issue a renewable RFP on that basis.³⁴ In addition, the Company recognized that the time-limited nature of PTCs meant that it would most likely be better for customers if PGE acquired the project sooner. This observation does not address PGE’s *need* for the project—merely the project’s *timing*.³⁵

The Commission has already recognized that generation resources can be useful to serve customers even when the plant’s output is not immediately required to serve a resource need. In Order No. 87-1017, the Commission found that a new generating plant was useful to customers even though its output would not be needed for six to eight years because the plant provided customer benefits resulting from additional reserves, increased flexibility, and increased margins on energy sales.³⁶ The Commission found that the six-year window was “sufficiently short” to conclude that “the plant will be necessary to meet load within a reasonable period of time.”³⁷ The Commission did not penalize the company “for not precisely matching the timing of its construction of new energy facilities to the need of its customers,” and recognized that it is

³² See PGE/100, Armstrong-Batzler/5 (describing the IRP process); PGE/600, Armstrong-Batzler/17 (describing energy and capacity need); *see also* Order No. 18-044 (approving the Company’s Revised Renewable Action Plan).

³³ Order No. 18-044 at 2.

³⁴ Order No. 18-044 at 4 (“We acknowledge PGE’s action item to issue a RFP for approximately 100 MWa of renewable resources that meet PGE’s energy and capacity needs by 2021”).

³⁵ *In the Matter of PacifiCorp Resource and Market Planning Program (RAMPP-7)*, Docket No. LC 31, Order No. 03-508 at 16 (Aug. 25, 2003) (finding that economic opportunities can impact a project’s timing).

³⁶ *In the Matter of Portland General Electric*, Docket UE 47, Order No. 87-1017, 1987 ORE. PUC LEXIS 5 (Sept. 30, 1987) (finding Colstrip 4 was used and useful even though the plant was brought online during a period of energy surplus).

³⁷ Order No. 87-1017, 1987 ORE. PUC LEXIS 5 at *16.

“extremely difficult for a utility to perfectly match completion of a facility with the arrival of the need for power.”³⁸ While the Commission’s discussion was focused on the implications of Oregon’s used and useful standard, the central reasoning applies here: early acquisition does not suggest that the Company’s decision was unreasonable, nor undercut the essential need for the resource.

Moreover, it would be poor policy to treat cost recovery differently simply because a project is timed to take advantage of customer benefits, and the Commission has never previously applied such a standard. Here, Wheatridge remains a critical resource to meet energy, capacity, and RPS-compliance needs. By timing the acquisition to maximize PTC benefits, PGE identified the least-cost, least-risk option to obtain this resource to serve customers. Waiting to time the acquisition precisely with the date of energy, capacity, and RPS-compliance need would have entailed higher costs and greater risks. Thus, the fact that the Company could reasonably foresee achieving greater customer benefits by acting expeditiously does not transform the project into a primarily economic resource investment. A company should not be penalized for seeking to maximize customer benefits.

AWEC argues that PGE cannot demonstrate that Wheatridge is the least-cost, least-risk option to meet PGE’s energy and capacity needs because (1) the Company’s RFP was limited to renewable resources, and (2) PGE justified its prudence by pointing to Wheatridge’s significant expected economic benefits.³⁹ However, as previously explained, Wheatridge is intended to meet not only energy and capacity needs, *but also* RPS-compliance mandates.⁴⁰ Moreover, the fact that the project is expected to yield significant economic benefits, and that the project was

³⁸ Order No. 87-1017, 1987 ORE. PUC LEXIS 5 at *17-18.

³⁹ AWEC Reply Brief at 13.

⁴⁰ PGE Opening Brief at 6.

timed to maximize those benefits, does *not* mean that the Company's energy and capacity needs are "ancillary" to the project's development.⁴¹

Similarly, CUB claims that PGE's emphasis on Wheatridge as "the least cost, least risk resource" and efforts to adhere to the Commission's foundational prudence standard is "an attempt to sidestep the Commission's cost-containment requirement."⁴² CUB is incorrect. PGE does not seek to "sidestep" the Commission's cost-containment requirement, and indeed incorporated this mandate through the cost-containment screen in the RFP process, as the Commission directed.⁴³ The cost-containment screen ensured that only high-value resources were considered for procurement by requiring that the forecasted benefits for each shortlist bid exceeded the forecasted costs. The Company does not believe that these efforts to maximize customers' economic benefits should trigger a heightened standard for cost recovery. On the contrary, PGE would expect the Commission and parties to look *favorably* on the Company's efforts to meet customer needs while simultaneously advancing customer benefits.

In PGE's Opening Brief, the Company noted that the Commission's orders approving PGE's Revised Renewable Action Plan and RFP acknowledgment did not raise or recommend that net benefits be guaranteed for a project otherwise deemed prudent.⁴⁴ AWEC dismisses the significance of the Commission's failure to impose limiting language, arguing that the lack of such guidance is "not surprising," because "[t]his type of substantive ratemaking guidance is outside of the scope of the IRP and RFP review."⁴⁵

⁴¹ AWEC Reply Brief at 13.

⁴² CUB Reply Brief at 5.

⁴³ Order No. 18-044 at 3 ("PGE's RFP will incorporate a cost-containment screen[.]").

⁴⁴ PGE's Opening Brief at 6.

⁴⁵ AWEC Reply Brief at 15.

AWEC ignores the fact that (1) the Commission has previously stated where a “conditioned acknowledgement” was “intended to protect customers by holding [the company] to the benefits forecast in its IRP projections”;⁴⁶ and (2) the Commission possesses the ability to signal disagreement with the results of a utility RFP—namely, by declining to acknowledge the resulting shortlist. For instance, in PacifiCorp’s recent RFP, the Commission declined to acknowledge the company’s RFP shortlist, and cited statements from the IE for its decision.⁴⁷ Here, in contrast, the conditional language in PGE’s IRP acknowledgment concerned implementation of a cost-containment screen specific to the RFP process (which has since been implemented).⁴⁸ And the Company’s final RFP shortlist received both unconditional Commission acknowledgment and clear support from the IE.⁴⁹

2. Staff’s and CUB’s Capacity Factor Proposals Inappropriately Seek to Fix PGE’s Wind Capacity Forecast.

Staff’s and CUB’s proposals to condition PGE’s cost recovery rely on fixing the Company’s capacity factor for the Wheatridge project. Specifically, Staff proposes to use the highest stated capacity factor forecast for the PGE-owned portion of Wheatridge for the project’s first ten years of commercial operation.⁵⁰ CUB would rely on capacity factor forecasts for 50 percent of the PGE-owned resource, while using a 5-year rolling average of actual wind data for the other 50 percent.⁵¹

⁴⁶ Order No. 18-178 at 2.

⁴⁷ Order No. 18-178 at 13.

⁴⁸ Order No. 18-044 at 3 (“PGE’s RFP will incorporate a cost-containment screen[.]”).

⁴⁹ Order No. 18-483.

⁵⁰ Staff Reply Brief at 4-5 (“PGE would use a static capacity factor for the first ten years of Wheatridge’s operation, regardless of the actual capacity factor determined from actual operations over the same period of time.”). Oddly, Staff also states that it would “limit capital cost recovery to forecast capital costs.” *Id.* To the extent that Staff seeks a cap on capital costs not contained in the parties’ stipulation in this proceeding, PGE objects, the amount of the project’s capital costs is not one of the remaining three disputed issues in this proceeding.

⁵¹ CUB Reply Brief at 10.

a. PGE's Existing Wind Capacity Methodology Already Relies Significantly on Forecasts for the First Five Years of Operation.

Neither Staff nor CUB recognize that their proposals are, to a large extent, unnecessary. Both parties propose mechanisms that would rely—in whole or in part—on the capacity factor forecast from the RFP. The Company already plans to use this forecast in its a five-year rolling average to determine Wheatridge's capacity factor in rates. Indeed, for the first two full years of operation, the Company will rely exclusively on this capacity factor forecast. In the following year, one-fifth of the capacity factor will be based on actual data, with each year adding an additional one-fifth increment until, after five years, the Company will begin using a full set of actual data for its five-year average. Thus, to the extent that the Commission finds it appropriate to rely on the RFP forecast to set Wheatridge's capacity factor in the early years of the project's operation, the Company's existing wind forecasting methodology already does this in a fair and reasonable way.

b. The Commission Has Consistently Rejected Attempts to Impute Capacity Factors.

Staff's and CUB's proposals to impute Wheatridge's capacity factor are contrary to Commission precedent denying similar proposals. For instance, in PacifiCorp's 2009 RAC proceeding, Docket UE 200, the Commission denied a proposal by Staff to impute a higher capacity factor to the Glenrock wind facility in determining net variable power costs, based on an outdated study that had since been superseded.⁵² The Commission explained:

Although the estimated capacity factor at the time of project approval is dispositive for purposes of prudence review, it is not dispositive for purposes of forecasting resource availability for ratemaking purposes. The most recent reliable data should be used to set rates for the test period, recognizing that such data necessarily will be uncertain, particularly at start-up.⁵³

⁵² *In the Matter of PacifiCorp, dba Pacific Power, 2009 Renewable Adjustment Clause Schedule 202*, Docket UE 200, Order No. 08-548 at 4-5, 21 (Nov. 14, 2008).

⁵³ Order No. 08-548 at 21.

Similarly, in PacifiCorp’s 2016 TAM proceeding, Docket UE 296, the Commission approved that company’s proposal to use actual production data to develop capacity factors for wind purchase power agreements, over AWEC’s (then ICNU) objection. AWEC had recommended using the original capacity factor forecasts, because actual generation had been lower than expected when the wind resources were acquired. The Commission rejected AWEC’s proposal, stating that “[f]orty-eight months of actual operation is sufficient for deriving a reasonable forecast of expected wind generation at a site that is superior to the long-range forecasts provided by the project owners.”⁵⁴

Staff attempts to analogize PGE’s circumstances to PacifiCorp’s experience in its recent RAC and TAM proceedings, in which parties sought to impose recovery conditions on the company’s repowered and new wind projects.⁵⁵ While Staff is correct that, in PacifiCorp’s 2020 Transition Adjustment Mechanism, Docket UE 356, the Commission approved a 50/50 formula for modeling wind capacity factors, this result was tied to settlement and was limited to five—not ten—years.⁵⁶ Moreover, the parties’ settlement followed a cautionary Commission order, which stated that “recovery may be structured to hold PacifiCorp to the cost and benefit projections in its analysis,”⁵⁷ and was part of that company’s annual net power cost adjustment mechanism—not the company’s investment cost recovery mechanism. Here, in contrast, the Commission’s orders approving PGE’s Revised IRP and 2018 RFP did not suggest that recovery would be structured to adhere to previous cost and benefit projections.

⁵⁴ *In the Matter of PacifiCorp, dba Pacific Power, 2016 Transition Adjustment Mechanism*, Docket UE 296, Order No. 15-394 at 6-7 (Dec. 11, 2015).

⁵⁵ Staff Reply Brief at 5.

⁵⁶ *In the Matter of PacifiCorp, dba Pacific Power, 2020 Transition Adjustment Mechanism*, Docket UE 356, Order No. 19-351, App’x A at 8-9 (Oct. 30, 2019).

⁵⁷ *In the Matter of PacifiCorp, dba Pacific Power, 2017 Integrated Resource Plan*, Docket LC 67, Order No. 18-138 at 8 (Apr. 27, 2018).

In addition, while CUB and Staff emphasize the customer protection benefits of fixing Wheatridge’s capacity factor, they fail to recognize the limitations and consequences associated with their proposals. First, fixing Wheatridge’s capacity factor is not an effective means to assure customer savings as the power cost benefits of Wheatridge relate primarily to price of avoided wholesale power purchases rather than the precise volume of generation. Actual wholesale power prices cannot be controlled by PGE and are largely the result of macro-economic and carbon related policy conditions. Secondly, under low price conditions, fixing the capacity factor of the entire Wheatridge facility—including the associated PPAs as would be reasonable in annual power cost filings—could lead to increased customer prices as fixed capacity factor PPA payments could exceed actual PPA payments. Lastly, the fixed capacity factor proposals fail to recognize the potential opportunity cost for customers—namely, that Wheatridge may yield a *higher* actual capacity factor than anticipated. While PGE continues to believe that the forecasts for Wheatridge’s capacity factor are reasonable, there is no basis to assume that customers are inherently better served by a conservative or fixed approach.

c. Staff’s and CUB’s Capacity Factor Proposals Violate a Recent Settlement.

PGE’s Opening Brief explained that both Staff’s and CUB’s capacity factor proposals contravene the parties’ recent settlement in PGE’s 2020 AUT for net power costs (Docket UE 359).⁵⁸ In that Commission-approved stipulation, AWEC, CUB, and Staff agreed that they would “not propose changes to PGE’s wind forecast methodology until PGE’s next [GRC].”⁵⁹

⁵⁸ PGE Opening Brief at 4.

⁵⁹ *In the Matter of Portland General Electric Company 2020 Annual Power Cost Update Tariff (Schedule 125)*, Docket UE 359, Order No. 19-329, App’x A at 2 (Oct. 3, 2019).

Nonetheless, both CUB and Staff now seek to require PGE to forecast Wheatridge’s net power costs using specific wind capacity factors.⁶⁰

Staff and CUB argue that their proposals are not modeling changes because the proposals apply only to Wheatridge.⁶¹ This argument does not logically follow. When PGE seeks to include Wheatridge in the Company’s net power cost recovery mechanism, the Annual Update Tariff (AUT), PGE would be required to calculate the project’s wind forecast according to the methodology proposed in this case, rather than consistent with the methodology agreed to by all parties in settlement. The fact that the proposed modeling changes would apply only to a new resource is irrelevant to whether the proposals do, in fact, seek to modify the Company’s wind forecasting methodology in future AUT proceedings.

Staff and CUB next argue that, because this is a type of rate case and not the AUT, it is appropriate for the Commission to consider tailored ratemaking treatment for new assets like Wheatridge.⁶² Again, this argument is unresponsive. Staff and CUB are not proposing a ratemaking treatment related to the project’s costs—such as a cost cap, disallowance, or other adjustment. Rather, they propose to modify to how the Company produces wind forecasts in future AUT proceedings, for the purpose of calculating the project’s net variable power cost benefits. Indeed, Staff’s initial testimony appeared to recognize that the calculation of Wheatridge’s net power cost impacts would be appropriately addressed in the Company’s

⁶⁰ CUB/200, Gehrke/6 (explaining that CUB proposes to rely 50 percent on actual wind data, and 50 percent on the P50 energy forecast).

⁶¹ Staff Reply Brief at 6-7; CUB Reply Brief at 8 (“CUB is not proposing to change PGE’s wind forecast methodology and has no intent to undercut a binding Stipulation. Rather, CUB proposes a one-time, unique solution in a single-issue ratemaking case to equitably share the risk that a unique resource’s customer benefits may not materialize.”).

⁶² Staff Reply Brief at 7; CUB Reply Brief at 8 (“Since this is the ratemaking proceeding for the resource in question—rather than the AUT—CUB believes its proposal is entirely appropriate.”).

AUT.⁶³ CUB and Staff have agreed not to propose modifications to the Company's wind forecasting methodology until PGE's next rate case. Making such proposals for a specific wind project, in another proceeding, does not make the proposals any more acceptable.

Next, Staff argues that PGE's approach would "allow for favorable ratemaking treatment for the Company given the timing of the RAC relative to when customer benefits could be included in rates pursuant to a GRC[.]"⁶⁴ Yet, as Staff seemingly recognized early in this proceeding, customer benefits (including PTCs) are included in rates annually through the Company's AUT. Staff's focus on the timing of a GRC is a red herring.

Finally, CUB argues that *not* fixing the capacity factor for Wheatridge would be inconsistent with the Commission's direction to establish a cost-containment screen.⁶⁵ As discussed above, the Commission required a cost-containment screen for the RFP process,⁶⁶ and this process successfully yielded three strong shortlist bids with forecasted values in excess of forecasted costs. The Commission did not require PGE to implement a cost containment *guarantee*.

d. Staff and CUB Inappropriately Raised New Proposals on Rebuttal.

As explained in the Company's Opening Brief, PGE objects to the parties raising new issues and proposals for the first time on rebuttal,⁶⁷ as doing so limits PGE's ability to develop a robust record for Commission consideration. While Staff agrees that its capacity factor proposal was not presented in opening testimony, Staff nonetheless claims that this new proposal was

⁶³ Staff/100, Storm/5 (suggesting that the Commission "[c]onsider ratepayer protections in PGE's Annual Update Tariff (AUT), which is the proceeding that addresses the Net Variable Power Costs (NVPC) impacts associated with [PTCs], capacity factors, and other aspects of NVPC").

⁶⁴ Staff Reply Brief at 7.

⁶⁵ CUB Reply Brief at 8.

⁶⁶ Order No. 18-044 at 3 ("PGE's RFP will incorporate a cost-containment screen[.]").

⁶⁷ PGE Opening Brief at 3 ("[N]ew proposals should not be raised in the last round of testimony.").

appropriately raised in response to other parties' proposals.⁶⁸ Similarly, while CUB recognizes that "there is a generally understood prohibition against raising new issues in later round of testimony," CUB argues that it was appropriately responding to AWEC's suggested regulatory asset proposal.⁶⁹

PGE remains concerned about parties that delay taking a clear position until final rounds of testimony. Where a party such as Staff presents a "placeholder" position, PGE is significantly hampered in developing responsive testimony and a comprehensive record. Logically, the very nature of "rebuttal" testimony is intended to respond to and refine earlier proposals. Five rounds of testimony allow parties to refine issues and ensure a more robust record—not simply have additional opportunities to present opening proposals.⁷⁰ A placeholder approach undermines the iterative nature of agreed-upon procedural schedules and unduly complicates proceedings.

CUB also argues that PGE's concern is belated: "Once a party tacitly allows an argument to remain on the record by failing to file a motion to strike, it cannot then ask the Commission to ignore that argument in legal briefing."⁷¹ Regardless of whether a motion to strike would have been appropriate, however, the Commission retains discretion to determine how much weight to give different pieces of evidence.⁷² Where proposals are presented belatedly and have had insufficient opportunity for full factual development, the Commission should give them less evidentiary weight.

⁶⁸ Staff Reply Brief at 9.

⁶⁹ CUB Reply Brief at 6.

⁷⁰ *In the Matter of Avista Corp. Request for a Gen. Rate Revision*, Docket UG 288, Order No. 16-109 at 22 (Mar. 15, 2016) (noting that, in response to the utility's reply testimony, "the issues have been identified and the testimony is more sharply focused");

⁷¹ CUB Reply Brief at 7 ("Once a party tacitly allows an argument to remain on the record by failing to file a motion to strike, it cannot then ask the Commission to ignore that argument in legal briefing.").

⁷² *In the Matter of the Application of U S West Communications, Inc. for an Increase in Revenues*, Order No. 19-171, 1997 Ore. PUC LEXIS 102, *17 (May 19, 1997) ("The Commission's role is to weigh the evidence presented on each issue in the case and determine where the preponderance lies.").

3. AWEC's Proposal Inappropriately Contravenes ORS 469A.120 by Delaying and Limiting Recovery of Prudently Incurred Costs.

AWEC proposes an elaborate cost recovery mechanism to condition recovery of PGE's prudently incurred costs associated with the Wheatridge investment. Under AWEC's proposal, the Commission would direct PGE to create a regulatory asset "to hold a portion of Wheatridge's revenue requirement for potential later recovery."⁷³ This regulatory asset would include any amount included in rates for the project "that is higher than what was modeled in the cost-containment screen" for both the owned and PPA portions of the project.⁷⁴ The cost-containment screen from the RFP process would thus serve as a cap on the Company's near-term recovery, until customer benefits exceed costs to an extent sufficient to support the additional cost recovery.

PGE's central concern with AWEC's proposal, as described above, is that it depends on the incorrect assumption that Wheatridge was not procured to meet energy, capacity, or RPS-compliance need, and is therefore subject to a modified form of prudence review. As discussed above, PGE disagrees that its efforts to maximize customer benefits trigger a heightened prudence standard, or a requirement for PGE to guarantee the amount of those forecast benefits.

Moreover, AWEC's specific proposal inappropriately delays recovery of PGE's prudent investment in Wheatridge as an RPS-eligible resource, contrary to ORS 469A.120(2)(a), which provides for timely recovery of prudent costs. AWEC argues that there is no statutory infirmity because (1) AWEC's mechanism assumes that any costs in excess of those forecast in the

⁷³ AWEC Reply Brief at 5. Staff also supports AWEC's proposal as an alternative to its own fixed capacity factor approach. Staff Reply Brief at 5-6.

⁷⁴ AWEC Reply Brief at 6. The cost-containment screen, as described in Commission Order No. 18-044, required that "procured resources have forecasted value to customers that exceeds forecasted costs." The Commission stated that "[t]he concept for a cost containment screen assures us that procurement following from the RFP will be limited to high value resources." Order No. 18-044 at 6.

project's cost-containment screen are not "prudently incurred" until offset by economic benefits; and (2) AWEC's mechanism is "not substantively different from a deferral."⁷⁵

First, AWEC's approach to prudence is precisely backwards. Not only does AWEC use the benefit of hindsight to judge PGE's prudence, it concludes that prudence of past decisions can only be discovered at a future date: "[o]nly with the benefit of hindsight will we know whether the net economic benefits PGE forecasts will become a reality."⁷⁶ In this distortion of the Commission's longstanding prudence inquiry, AWEC's mechanism would *assume* that PGE's incurred costs are imprudent because the Company does not yet know what will happen.

Second, AWEC's proposal raises retroactive ratemaking concerns. AWEC does not purport to establish a deferral under ORS 757.259(2)(e), and has recently stated that it does not support the Commission's authority to authorize deferrals outside of narrow statutory contexts.⁷⁷ Moreover, AWEC's proposed mechanism would not ensure even belated recovery of the Company's prudently incurred costs, as recovery is permitted only to the extent offset by corresponding customer benefits. Thus, while AWEC's proposal carries many of the procedural hurdles of a deferral, it fails to provide the timely opportunity to recover prudently incurred costs required under ORS 469A.120(2)(a).

⁷⁵ AWEC Reply Brief at 17.

⁷⁶ AWEC Reply Brief at 11.

⁷⁷ *In the Matter of Public Utility Commission of Oregon Investigation of the Recovery of Capital Costs Consistent with Commission Legal Authority and the Public Interest*, Docket UM 2004, Joint Customer Group/200, Mullins-Gehrke/10 (Jan. 24, 2020) ("Any form of regulatory accounting where expenses or revenues are deferred for later incorporation into rates is a deferral. Since the rules for deferrals have been defined in ORS 757.259, it is reasonable to assume that ORS 757.259 would apply to all forms of regulatory accounting that may be viewed as a deferral.").

C. PGE’s REC Monetization Proposal is an Appropriate Means of Providing Value to Customers and Lowering Customer Rates.

PGE proposes to monetize Wheatridge RECs to provide value to all customers and to lower customer prices. Specifically, PGE proposes to sell Wheatridge RECs generated through December 31, 2024, to renewable portfolio options customers. PGE believes this approach benefits not only the residential and small business customers who participate in the portfolio options program, but all PGE customers.⁷⁸ Customers benefit by reducing the near-term cost impacts of the Wheatridge facility, consistent with the Revised Addendum to PGE’s 2016 IRP. In PGE’s Revised Renewable Action Plan in the 2016 IRP, PGE proposed to conduct an RFP for approximately 100 MWa of RPS-eligible resources, and to return the value of associated RECs procured prior to 2025 to customers. The Commission acknowledged PGE’s Revised Renewable Action Plan, while recognizing that Staff “may request” a separate docket to consider mechanisms for returning REC value to customers.⁷⁹

Consistent with the acknowledged Action Plan, PGE now seeks to return REC value to customers in this docket. This proposal is time sensitive. With the volume of RECs needed for supplying PGE’s voluntary REC programs, it is important that a large majority of this need is secured prior to or near the start of the 2021 program year. The larger the open position is, the more risk there is regarding market liquidity and market price. As such, without a decision on the treatment of Wheatridge RECs by October of 2020, any 2020 generated RECs and the first six months of any 2021 RECs would likely need to be utilized in some other way.⁸⁰ PGE’s proposal therefore increases the value that Wheatridge delivers to customers. In addition, the

⁷⁸ PGE/600, Armstrong-Batzler/19-21.

⁷⁹ Order No. 18-044 at 6.

⁸⁰ According to: <https://www.green-e.org/faq> - Green-e Energy Certified sales that are made in a given calendar year must be generated within the 12 months of that calendar year, the six months before the calendar year began, or the three months after the calendar year has ended.

renewable portfolio options customers receive high quality, local RECs at a fair price that will not increase the voluntary customers' program costs, nor increase risks to customers. Finally, PGE's approach to monetization allows the carbon attributes of the facility to be recognized by PGE for reporting purposes.⁸¹

CUB supports PGE's proposal, with a small modification in price to reflect the volume of sales.⁸² CUB believes its proposal is superior to the recommendations of Staff and AWEC "as it captures benefits now and aligns with Commission guidance in acknowledging PGE's pledge to return the value of RECs to customers."⁸³ CUB also notes that the value of RECs banked for future use is unknown, while the PGE proposal, supported by CUB, would return value to customers now.⁸⁴

CUB also disagrees with Staff's arguments that this proposal is not being raised in the correct docket. CUB argues that the concept of monetizing RECs is explicitly spelled out in the Commission's IRP Order that led to the procurement of the Wheatridge facility.⁸⁵ CUB also believes that "it is entirely appropriate to consider approaches to monetize Wheatridge RECs in the resource's own ratemaking proceeding."⁸⁶ CUB urges the Commission to adopt PGE's proposal with CUB's pricing modification.⁸⁷

Staff recommends that the Commission reject PGE's proposal to monetize RECs and open an investigation into mechanisms to return value to customers from RPS-eligible resources. Staff notes that the RECs generated in the first five years have infinite life, and Staff argues that

⁸¹ PGE/600, Armstrong-Batzler/26.

⁸² CUB/200, Gehrke/13.

⁸³ CUB Reply Brief at 11, *citing* Order No. 18-044 at 6.

⁸⁴ CUB Reply Brief at 12.

⁸⁵ CUB Reply Brief at 12.

⁸⁶ CUB Reply Brief at 12.

⁸⁷ CUB Reply Brief at 13.

these should not be used to supply the portfolio options customers. Staff also question whether this proposal has been raised in the right docket.

Staff offers an alternative if the Commission does authorize the monetization of RECs. Staff recommends the use of five-year RECs, adoption of a process to identify and appropriate price, and ensuring transparent communications with ratepayers regarding the transaction.

Finally, AWEC recommends that PGE retain all Wheatridge RECs. AWEC also asks the Commission to require PGE to include the value of all RECs from all resources as an offset to rate base. In the alternative, “AWEC recommends that PGE sell the majority of banked RECs if PGE forecasts continued physical compliance with the Company’s RPS needs.”⁸⁸

PGE appreciates CUB’s support of the REC monetization proposal, and is open to adjusting the price of the RECs as an alternative to the Company’s own proposal.⁸⁹ As stated in PGE’s sur-rebuttal testimony, PGE agrees with and commits to providing detailed and transparent pricing information regarding the use of Wheatridge RECs, as CUB and Staff recommend.⁹⁰ PGE also agrees with Staff that five-year RECs could be used, but notes that such RECs are worth considerably less and the price would need to be adjusted accordingly.⁹¹ PGE has also highlighted in testimony that planning assumptions have changed considerably since the 2016 IRP, making it less likely that increasing PGE’s already robust REC bank will be beneficial to customers at a later date and thus less likely that Wheatridge RECs generated prior to 2025 will hold value at a future date. PGE disagrees with Staff that this is not a proper docket to raise this proposal. As CUB noted, since this is a ratemaking docket dealing with the Wheatridge

⁸⁸ AWEC Reply Brief at 23.

⁸⁹ PGE/600, Armstrong-Batzler/26.

⁹⁰ PGE/600, Armstrong-Batzler/26.

⁹¹ PGE/600, Armstrong-Batzler/22-23.

facility, now is an appropriate time to address REC monetization from that project to help mitigate the costs to customers.

AWEC's arguments regarding a rate base offset for all RECs are incorrect. AWEC bases its argument on an analogy to deferred income taxes. That is misplaced. As discussed in testimony, deferred income taxes are based on known increases or decreases to PGE's after-tax income.⁹² This has no application to the REC bank. PGE's REC bank does not represent a known increase or decrease to PGE's current or future after-tax income.⁹³ In addition, the value of the RECs in the future is unknown and could potentially be zero. It would also be inappropriate to change the ratemaking treatment of all banked RECs in this RAC docket. This docket concerns cost recovery for Wheatridge.

PGE continues to urge the Commission to adopt its REC monetization proposal as a way to provide value to all customers and to mitigate the costs of Wheatridge. PGE is open to an appropriate adjustment in price for the RECs. PGE has also offered an alternative proposal, whereby RECs would be priced at an amount equal to or less than the lesser of (1) the wholesale price for unbundled RECs of comparable vintage and location, or (2) use the average price paid to a third party to supply RECs for the voluntary PGE program.

Even if the Commission feels it necessary to open a generic docket to investigate the monetization of RECs generally, PGE would propose offering the first 1-3 years of Wheatridge RECs into the voluntary program, while the separate docket investigates other options for future sales including RECs produced by any renewable resource associated with the 2019 IRP Action Item. This proposal would simultaneously address the time sensitive nature of the RECs, as

⁹² PGE/600, Armstrong-Batzler/27.

⁹³ PGE/600, Armstrong-Batzler/27.

discussed above, while also allowing for additional process in determining the long-term future of RECs not required for RPS compliance purposes.

Monetizing RECs from this project has been discussed and understood for many years. PGE believes the price is fair to cost of service customers and to voluntary customers, and PGE urges the Commission to approve the Company's proposal. In the alternative, the Commission could give direction regarding price or other terms such that the result could be implemented to offset some Wheatridge costs.

III. CONCLUSION

Based on the foregoing, PGE requests that the Commission accept the partial stipulation and resolve the contested issues as follows: (1) reject AWEC's unsupported arguments concerning the RFP process and find that PGE's Wheatridge investment was prudent; (2) reject the parties' proposals to condition or limit cost recovery for PGE's prudent investment in Wheatridge; and (3) approve PGE's REC monetization proposal through 2024 to provide customers with additional benefits, reduce the costs of Wheatridge, and provide voluntary renewable customers with high quality, local RECs without raising program costs.

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Respectfully submitted,

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