



Oregon

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Public Utility Commission

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November 16, 2021



BY EMAIL

Portland General Electric Company

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RE: Advice No. 21-24

At the public meeting on November 16, 2021, the Commission adopted Staff's recommendation in this matter docketed as ADV 1321. The Staff Report and a receipted copy of the sheets in your advice filing are attached.

Nolan Moser

Chief Administrative Law Judge

Public Utility Commission of Oregon

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**PUBLIC UTILITY COMMISSION OF OREGON
STAFF REPORT
PUBLIC MEETING DATE: November 16, 2021**

REGULAR CONSENT EFFECTIVE DATE November 17, 2021

DATE: November 8, 2021

TO: Public Utility Commission

FROM: Madison Bolton

THROUGH: Bryan Conway, Caroline Moore, and Scott Gibbens **SIGNED**

SUBJECT: PORTLAND GENERAL ELECTRIC:
(Docket No. ADV 1321/Advice No. 21-24)
Updates to Schedule 55 Green Energy Affinity Rider prior to the program's second tranche.

STAFF RECOMMENDATION:

Approve Portland General Electric's (PGE or Company) Advice No. 21-24, which revises language in PGE's Schedule 55 Green Energy Affinity Rider (GEAR) tariff, allowing PGE to manage subscription amounts, effective for service rendered on and after November 17, 2021.

DISCUSSION:

Issue

Whether the Oregon Public Utility Commission (OPUC or Commission) should approve PGE's proposed language revisions to Schedule 55, PGE's GEAR program.

Applicable Law

ORS 757.205 requires public utilities to file schedules showing all rates, tolls, and charges for service that have been established and are in force at the time.

ORS 757.210 (1)(a) states a utility must show that a proposed rate or schedule of rates is fair, just, and reasonable. The Commission may authorize a rate or schedule of rates only if it is deemed to be fair, just, and reasonable.

ORS 757.220 requires 30 days' notice to changes to utility rates and schedules, except upon a finding of good cause shown.

OAR 860-022-0015 states that energy utilities must provide the Commission with at least 30 days' notice prior to the effective date for any change in rates, tolls, charges, rules, or regulations.

OAR 860-022-0025 illustrates energy utility requirements for filing tariffs or changes to rate schedules.

Analysis

Background

PGE's Schedule 55 GEAR program is a voluntary renewable energy tariff (VRET). On October 14, 2021, the Company filed Advice No. 21-24, which proposes to modify tariff language in Schedule 55 to allow PGE to manage subscription amounts in the PGE Supply Option (PSO) for tranche 2 to ensure multiple customers can participate. Following feedback from Staff and eligible customers, PGE has included the following updates to this filing:

- A limit on customer capacity to 20 percent each when PGE anticipates enrollment demand exceeding 100 percent of the offered capacity;
- A process to reallocate any remaining capacity in the order of a customer's queue position;
- An update to the enrollment process where queue placement is based on any form of electronic timestamp;
- A clarification that PGE will publish the 20 percent capacity limit and the date when it will allocate any remaining capacity on the Company's website.

On September 22, 2021, representatives from PGE, Staff, and the Oregon Department of Justice (DOJ) participated in a teleconference meeting to discuss the Company's proposed Schedule 55 tariff update. Staff was initially concerned with the clarity of the revisions and requested adding more detailed, prescriptive language to clarify how capacity is capped, what triggers the capacity limits, and how to ensure the updates are non-discriminatory in all circumstances.

To alleviate these concerns, Staff suggested including what percent of the offered capacity must be exceeded for PGE to limit each customer's allowable capacity, as well as what percent of capacity each customer is limited to. Staff intended to make it clear that if the Company desires the ability to limit capacity, there must be a specified process in the tariff.

Following feedback from Staff and customers, PGE revised the filing to include a specified cap for customer capacity at 20 percent when PGE determines enrollment demand will exceed 100 percent of offered capacity. This process is consistent with Staff's suggestion for clarity. PGE also included a process to allocate any remaining capacity to customers in order of their queue position. Staff maintains that this allocation method appears to be fair while ensuring that all capacity is utilized. Staff believes the inclusion of this prescriptive and specific process is sufficient to prevent discriminatory operation of the program and a clearly defined process for customers to operate under.

Staff notes that the updates in the filing do not propose changes to or limits on the Customer Supply Option (CSO), other than the minor change to enrollment process language that allows placement in either the CSO or PSO queue to be determined by electronic timestamp.

Conclusion

The Commission should approve PGE's proposed tariff changes to Schedule 55 GEAR tariff. The changes are consistent with Staff's expectations for clarity and fairness to eligible customers and result in fair, just, and reasonable rates.

PROPOSED COMMISSION MOTION:

Approve PGE's proposed Advice No. 21-24, which revises language in PGE's Schedule 55 GEAR tariff, allowing PGE to manage subscription amounts, effective for service rendered on and after November 17, 2021.

**SCHEDULE 55
LARGE NONRESIDENTIAL
GREEN ENERGY AFFINITY RIDER (GEAR)**

PURPOSE

This tariff is an optional supplemental service that supports the development of local new renewable resources as defined in Oregon Revised Statute (ORS) 469A.025. Under this Schedule, a Nonresidential Customer may purchase a subscription share of a new renewable facility matched to the preference of the Subscribing Customer (with a maximum subscription of the Customer's yearly consumption).

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DEFINITIONS

"Local" means that the facility that generates the qualifying electricity for which the bundled renewable energy certificate is issued is located in the United States and within the geographic boundary of the Western Electricity Coordinating Council (WECC). This definition is consistent with ORS 469A.135. Portland General Electric Company (PGE) may seek specific resource locations at the Subscribing Customer's request.

"Bundled Renewable Energy" or "Bundled Renewable Energy Certificates" means a renewable energy certificate (REC) for qualifying electricity that is acquired by an electric utility or electricity service supplier by a trade, purchase, or other transfer of electricity, or by an electric utility by generation of the electricity for which the REC was issued. This definition is consistent with ORS 469A.005.

"Energy Value" means the energy value calculated using the AURORA model and the same methodologies and assumptions described in the Integrated Resource Plan (IRP) or IRP update, at the time the resource contract is executed.

"Capacity Value" means the value of capacity, calculated as described in PGE's IRP, at the time the resource contract is executed.

"Company-Owned Resource" means a resource developed or purchased by the Company. Should the Company propose to own a resource serving this program, that proposed ownership is subject to meeting the requirements of Public Utility Commission of Oregon (OPUC) Order 21-091 regarding company ownership, and OPUC Order 21-263.

"Customer Supply Option (CSO)" means a resource identified and selected by the Customer, with assistance from PGE in identifying a resource if requested by the Customer, and contracted as a Power Purchase Agreement (PPA), or Company-Owned Resource, or other means consistent with the Minimum Requirements. CSO eligible Customers, are Customers with greater than 10 aMW in load or as otherwise approved by the Public Utility Commission of Oregon (OPUC).

SCHEDULE 55 (Continued)

DEFINITIONS (Continued)

“Minimum Requirements” means the minimum requirements for available commercial structures. The minimum requirements may be found at this link: <https://portlandgeneral.com/energy-choices/renewable-power/green-future-impact>. The minimum requirements may be updated from time to time to reflect PGE’s criteria from its latest Commission accepted renewable request for proposals.

“PGE Supply Option (PSO)” means the renewable resource(s) for Subscribing Customer(s) is identified and procured by PGE to meet aggregate Subscribing Customers loads in the program. The PSO resource could be contracted as a PPA, a Company Owned Resource, or other means consistent with the Minimum Requirements.

“Power Purchase Agreement (PPA)” means a long-term electricity supply agreement between a power producer and PGE. The PPA is one means of procuring renewable energy for Subscribing Customers in this voluntary supplemental service program.

“Subscribing Customer” means a PGE Nonresidential Customer served by retail base service, who elects to receive voluntary supplemental service through this program.

AVAILABLE

In all territory served by the Company.

APPLICABLE

This schedule is available – subject to capacity approved by the Oregon Public Utility Commission (OPUC) from time to time – to all Nonresidential Customers each of whose aggregate demand across all retail schedules exceeds 30kW. In the event that a Subscribing Customer has multiple accounts – some of which may fall under 30kW of demand – the Subscribing Customer will be allowed to aggregate all Nonresidential accounts.

GENERAL PROVISIONS

1. Customers enrolling in this schedule commit to a subscription share of a new renewable facility, matched to the preference of the Subscribing Customer (with a maximum subscription of the Customer’s yearly consumption).

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SCHEDULE 55 (Continued)

GENERAL PROVISIONS (Continued)

2. The Company will ensure that renewable energy resources utilized under this schedule are new, meaning they are or have been operational no earlier than one year prior to the resource being included in the program, and may include energy storage associated with Renewable Portfolio Standard (RPS)-eligible resources as defined in ORS469A.120(2)(a). A Subscribing Customer using the CSO shall ensure that renewable energy resources utilized under this schedule are or have been operational no earlier than one year prior to the resource being included in the program, and may include energy storage associated with RPS-eligible resources as defined in ORS469A.120(2)(a).
3. The Company shall procure Bundled Renewable Energy on the Subscribing Customer's behalf – or through collaborative sourcing with a customer for the CSO – from a new renewable energy facility. In the event of yearly under-generation from the renewable energy resource, the Company will purchase RECs on the Subscribing Customer's behalf to ensure that the Customer's subscribed amount is covered under this tariff. In the event that the renewable energy supplier is no longer able to supply bundled renewable energy to the Subscribing Customer, the Company, at the election of the Subscribing Customer, shall make reasonable efforts to procure a new resource on behalf of the Subscribing Customer as soon as practicable with the cost of the renewable energy to the Subscribing Customer revised accordingly.
4. This schedule is for supplemental retail service, and will be served solely as a supplement to retail base rates by the Company. Subscribing Customers who leave PGE's retail supply service, or who are not on PGE's retail supply service, are ineligible for this program. (C)
5. The Company will retire the RECs associated with the energy procured on behalf of the Subscribing Customer, or the Subscribing Customer may retire the RECs itself.
6. Should the Company propose to own a resource serving this program, the Company will follow Commission direction including proposing accounting safeguards for separate accounting for the Company owned GEAR resource. The renewable energy GEAR resource may be included in rate base so long as the asset(s) can be accounted for separately from the Company's general rate base. The proposed safeguards will prevent the commingling of renewable resources serving this program with other assets that are in rate base for the purpose of serving non-GEAR customers¹.

¹.This requirement is found in Commission Order 21-091 at page 12.

SCHEDULE 55 (Continued)

ENROLLMENT PROCESS

When the Company opens the queues for Customer enrollment, Customers can elect to enter either the CSO or PSO queue. The Company will maintain separate and distinct queues for the CSO and PSO options. Customers will be allowed to enter one queue and will not be allowed to be simultaneously enrolled in both the CSO and PSO queues. Customer placement in the program option queue they elect will be based on the timestamp that the Company receives electronically when the Customer returns the signed, non-binding letter of interest. Customers will submit their letter of interest and the amount of load. Enrollment will remain open and PGE will maintain each respective queue order until all available capacity is fully subscribed by Customer contracts. Subject to the program eligibility requirements, a Customer may withdraw their election in writing and return a signed non-binding letter of interest to be placed in the other queue, and their new queue position will be based on the timestamp that the Company receives electronically when the Customer returns the new signed non-binding letter of interest received by the Company.

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1. The Customer shall independently make the selection of the CSO resource for enrollment in the program.
2. The Customer will determine when to engage PGE in the CSO resource identification and solicitation process. Should the Customer approach PGE for help during the identification and/or solicitation process for a CSO resource, PGE will assist the Customer. The Company will provide written notice of the Customer's request to the Staff of the OPUC.
3. If a CSO Customer elects to seek PGE's help for resource identification or solicitation, the Company will ensure the costs of such efforts are separately tracked and collected via the Customer's program administration fee to avoid cost shifting.
4. Given that the resource will be interconnected and delivering energy into PGE's system, the Company will be the entity contracting for the resource to serve the CSO Customer and must be provided the opportunity, in the course of the development of an agreement between a CSO Customer and a third-party to review and address contract terms that would shift costs or risks to other Customers or PGE shareholders. The Subscribing Customer may determine the appropriate point in time to involve PGE during contract negotiations, but must allow PGE sufficient time to review and address contract terms.
5. The Company will not help with CSO resource identification or design a CSO resource solicitation if the Company plans to submit a Company provided resource into such solicitation. Any submission of a utility developed resource to a CSO Customer would be in the form of a formal response to a Customer's solicitation.
6. The same renewable energy project may support both the CSO and PSO; however, contracts for the CSO and PSO will be separately negotiated.
7. The Company will accept the commercial structure of the resource that is selected by the CSO Customer, subject to the allowable commercial structures and applicable requirements as identified in the posted Minimum Requirements.

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SCHEDULE 55 (Continued)

ENROLLMENT PROCESS (Continued)

8. Should PGE propose a Company Owned Resource for this program, PGE will submit to all applicable Commission processes, including the Commission's competitive bidding rules unless such rules are waived, and initiate a Commission process to determine appropriate segregation of the asset. If no processes under the competitive bidding rules are required for the acquisition of a project by the Company for the GEAR program, the Company nevertheless commits to provide for a process that would allow Commission review into the acquisition before it is completed. (T)
9. PGE will not establish capacity limits with regard to Customers enrolling in the CSO option. (N)
10. If PGE anticipates customer demand for the PSO offering exceeds 100% of the offered capacity, PGE will limit each participants allowable capacity. The limit will restrict subscription so that no customer can subscribe to more than 20% of the total offered capacity for the upcoming offering. In the event remaining capacity is available, PGE will allocate this remaining available capacity to customers requesting an amount in excess of the limit in the order of the Customer's queue position. In advance of the enrollment queue opening to Customers, PGE will publish the 20% limit on capacity and the date when it will allocate any available remaining capacity on the Company's website. (N)

PRICING STRUCTURE

1. While enrolled in this Rider, the Subscribing Customer shall continue to take service under – and pay the components of – their applicable base rate schedule and all supplemental schedules and riders.
2. The Rider rate will pass to Subscribing Customers the costs of acquiring the renewable energy resource and operating this supplemental program. The Subscribing Customer will be credited with the Energy Value and Capacity Value (as applicable). These charges and credits will be determined and billed as follows:
 - The cost for each MWh of the applicable resource generated and delivered to the Subscribing Customer;
 - An administrative charge to account for program costs, integration, shaping, firming, and other relevant program expenses;
 - A risk adjustment, if applicable;
 - Credit for Energy Value and Capacity Value, as defined in the "Definitions" section above.
3. Non-subscribing Customers will not be subject to resource costs, administrative costs, or any cost associated with this program, except for the crediting of Energy Value and Capacity Value, as applicable.

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SCHEDULE 55 (Concluded)

CREDITS

1. The bill credit amount, the sum of the Capacity and Energy Values, represents the amount that cost of service Customers are paying to the Subscribing Customer(s), for the resource.
2. The bill credit amount is determined by the Company, using the Company's IRP methodology to determine the Capacity and Energy Values. The credit values for energy and/or capacity will be determined at the time of resource procurement, fixed over the contract period.
3. The Company shall submit for regulatory review the rate and credit calculations agreed upon by the Company and the Subscribing Customer through a filing to the Staff of the OPUC.
4. For the CSO option, Customers may apply to the PUC for a floating credit on a case by case basis. A floating credit is one that updates in a predictable way periodically and while it does not guarantee net savings to a participant, it may result in participant net savings¹.

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CONTRACT PERIOD

The Subscribing Customer may elect to subscribe to this Rider for a term between 5 and 20 years, as agreed upon between the Company and the Subscribing Customer. The Subscribing Customer shall enter into a contract for service under this Rider for a term and with terms and conditions consistent with the terms and conditions of the contract with the renewable energy supplier or the life of the resource, or as agreed upon between Company and Subscribing Customer (and subject to regulatory review). If the Subscribing Customer requests an amendment to or termination of the subscription agreement, or defaults on the subscription agreement before the expiration of the term of the agreement, the Subscribing Customer shall be subject to termination and default provisions as contained within the subscription agreement between the Subscribing Customer and the Company.

¹For Commission discussion of the floating credit approach, see Order 19-075 at pages 5-6.