



# Oregon

Kate Brown, Governor

**Public Utility Commission**

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September 6, 2022



BY EMAIL

Portland General Electric Company

pge.opuc.filings@pgn.com

RE: Advice No. 22-16

At the public meeting on September 6, 2022, the Commission adopted Staff's recommendation in this matter docketed as ADV 1421. The Staff Report and a receipted copy of the sheets in your advice filing are attached.

A handwritten signature in blue ink, appearing to read "Nolan Moser".

Nolan Moser

Chief Administrative Law Judge

Public Utility Commission of Oregon

(503) 378-3098

**PUBLIC UTILITY COMMISSION OF OREGON  
STAFF REPORT  
PUBLIC MEETING DATE: September 6, 2022**

**REGULAR**  **CONSENT**  **EFFECTIVE DATE** January 1, 2023

**DATE:** August 29, 2021

**TO:** Oregon Public Utility Commission

**FROM:** Eric Shierman

**THROUGH:** Bryan Conway and JP Batmale **SIGNED**

**SUBJECT:** PORTLAND GENERAL ELECTRIC:  
(Docket No. ADV 1421/Advice No. 22-16)  
Schedule 7 and 32 portfolio option resource consolidation.

**STAFF RECOMMENDATION:**

Approve Portland General Electric's (PGE or the Company) Advice No. 22-16, which revises the Green Future renewable portfolio options for Schedule 7 and 32 customers by removing the Green Future Solar program.

**DISCUSSION:**

Issue

Whether the Public Utility Commission of Oregon (Commission) should approve the removal of the Green Future Solar program from PGE's Green Future renewable portfolio options.

Applicable Rule or Law

ORS 757.603 requires electric utilities to provide a portfolio of rate options to residential customers. The Commission regulates portfolio options so that the rates reflect the costs and risks of serving each option.

Under ORS 757.603(2), each electric company is required to offer residential customers a portfolio of rate options that, at minimum, includes a rate that reflects significant new renewable energy resources, a market-based rate, and, when demand is found to be

sufficient to justify the rate, a rate option associated with a specific renewable energy source.

OAR 860-038-0220 sets forth the Commission's requirements for electric companies to provide a portfolio of products and pricing options (Portfolio Options) to residential and, in some instances, small nonresidential customers.

## Analysis

### *Background*

Through UM 1020, PGE has offered portfolio options to residential and small commercial customers for two decades. This program is self-funded. For the past two years, the price of Renewable Energy Credits (RECs), which PGE purchases on behalf of portfolio option customers, have nearly tripled.<sup>1</sup> PGE has been working to streamline these products to keep them competitive.

For residential and small commercial customers, Green Future has two product options, renewable usage and renewable fixed. The renewable usage option bills proportionally to the customer's energy usage, charging a premium for renewable energy investments that go primarily to the purchase of RECs. The other product is the renewable fixed option, which bills customers a premium in 200 kWh blocks for renewable energy investments that go primarily to the Renewable Development Fund.

PGE customers have also had another energy block product called Green Future Solar, a solar-only portfolio. This product has been available since 2016 when PGE procured RECs from the Steel Bridge solar farm in Willamina, Oregon. Since that time, the Community Solar Program has emerged as another solar-only option for PGE's customers.

### *PGE's Proposal*

PGE proposes to eliminate the Green Future Solar option. The Company believes that customers currently enrolled in this solar-only portfolio will not object to being transitioned to a more general renewable energy portfolio that contains other non-emitting resources beyond around 21 percent of the portfolio procured from solar. If some of these customers do prefer a solar-only option, subscribing to Community Solar remains an alternative.

At the end of this year, PGE would replace every Green Future Solar block with two blocks of the Green Future product. The price of a Green Future Solar block is \$5 per block while the price for two Green Future blocks is only \$3.76, meaning this

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<sup>1</sup> See Docket No. ADV 1309, OPUC Staff, Staff Report, p 2, December 20, 2021.

transition will reduce these Green Future Solar customers' monthly electric bill by \$1.24 per month per block.

Staff finds this proposal to be a reasonable consolidation of product offerings. The Green Future product will continue to offer a non-emitting option for PGE's Green Future Solar customers. If any of these customers ultimately prefer a solar-only option, the Oregon Community Solar can provide that option.

### Conclusion

Staff recommends the Commission approve PGE's proposal to eliminate the Green Future Solar portfolio option. Staff finds this to be a reasonable consolidation of product offerings.

### **PROPOSED COMMISSION MOTION:**

Approve PGE's Advice No. 22-16, which revises the Green Future renewable portfolio options for Schedule 7 and 32 customers by removing the Green Future Solar program.

**SCHEDULE 7 (Continued)**

ENERGY PRICE PLANS: TOU PORTFOLIO OPTION (Continued)

***Special Conditions Pertaining to Whole Premises and Electric Vehicle Time of Use Options***

1. Service may be terminated at the next regularly scheduled meter reading provided the Company has received two weeks' notice prior to the meter read date. Absent the two-week notice, the termination will occur with the next subsequent meter reading date.
2. Participation requires a one-year commitment by the Customer. Generally, if a Customer requests removal from the TOU Option, the Customer will be required to wait 12 months before re-enrolling. However, a Customer may request to reinstate service within 90 days of termination, in which case the Portfolio Enrollment Charge will be waived.
3. The Customer must take service at 120/240 volts or greater.
4. The Customer must provide the Company access to the meter monthly.
5. After a Customer's initial 12 months of service on the TOU Option, the Company will calculate what the Customer would have paid under the default plan and compare billings. If the Customer's Energy Charge billings (including all applicable supplemental adjustments) under the TOU Option exceeded the default plan Energy Charge (including all applicable supplemental adjustments) by more than 10%, the Company will issue the Customer a refund for the amount more than 10% either as a bill credit or refund check. No refund will be issued for Customers not meeting the 12-month requirement.
6. The Company may recover lost revenue from the TOU Option through Schedule 105.
7. Billing will begin for any Customer no later than the next regularly scheduled meter reading date following the initialization meter reading made on a regularly scheduled meter reading date, assuming no meter exchange is required to enable the TOU rate.
8. The Company may choose to offer promotional incentives, including but not limited to rebates or coupons.

**GREEN FUTURE RENEWABLE PORTFOLIO OPTIONS**

(T)

Customers can add any of the following Green Future Renewable Portfolio options to any service described in this schedule: renewable fixed option, renewable usage option, renewable solar option, and renewable habitat option adder (Habitat Support).

(T)

The Customer will be charged for the Green Future Renewable Portfolio option in addition to all other charges under this schedule for the term of enrollment in the Green Future Renewable Portfolio option.

(T)

(T)

**SCHEDULE 7 (Continued)**

GREEN FUTURE RENEWABLE PORTFOLIO OPTIONS (Continued)

(T)

Energy or Renewable Energy Certificates (RECs), as defined in Rule B of this tariff, will be acquired by the Company such that by March 31 of the succeeding year, the Company will have received sufficient RECs or renewable energy to meet the purchases by Customers. For the renewable fixed and renewable usage options, the Company is not required to own renewables or to acquire Energy from renewable resources simultaneously with Customer usage.

(C)

(C)

For purposes of these options, renewable resources include wind, solar, biomass, low impact hydro (as certified by the Low Impact Hydro Institute) and geothermal energy sources used to produce electric power. All RECs will be Green-e® Energy certified by the Center for Resource Solutions (CRS).

RENEWABLE FIXED OPTION

The Company will use funds received under this option to cover program costs and purchase 200 kWh of RECs and/or renewable energy per block enrolled in the renewable fixed option. All RECs purchased under this option will come from new renewable resources.

The Company will also place any funds not spent after covering program and REC costs received from Customers enrolled in this option in a renewable resources development and demonstration fund ("Renewable Development Fund" or "RDF"). See Special Conditions for additional details on the RDF.

**Monthly Rate**

Renewable Fixed Option	\$1.88	per month per block
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**SCHEDULE 7 (Continued)**

GREEN FUTURE RENEWABLE PORTFOLIO OPTIONS (Continued)

(T)

RENEWABLE USAGE OPTION

Amounts received from Customers under the renewable usage option will be used to cover program costs and acquire RECs and/or Energy, all of which will come from new renewable resources.

The Company will place any funds received from Customers enrolled in this option that are not spent after covering program and REC costs in a renewable resources development and demonstration fund ("Renewable Development Fund" or "RDF"). See Special Conditions for additional details on the RDF.

**Monthly Rate**

Renewable Usage Option                      0.940                      ¢ per kWh in addition to Energy Charge

RENEWABLE SOLAR OPTION

PGE's Renewable Solar Option will operate through December 31, 2022. Beginning on January 1, 2023, participants currently subscribed to the Renewable Solar Option will automatically transition to two blocks of the Renewable Fixed Option for every unit of the Renewable Solar Option.

(N)  
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(N)

The renewable solar option allows participating Customers, monthly, to support a PGE sponsored utility-scale solar power plant and its renewable attributes. The Company will purchase 1 kW of the output and RECs from new solar facilities connected to the Company's electric grid per unit enrolled in renewable solar option.

In exchange for the Customer's payment of \$5.00 per unit per month, the Customer receives the environmental attributes from a local utility-scale solar project and the utility-scale solar project produces 1 kW of Energy which flows into the grid. Typical purchases may range to the equivalent of a 1, 2, or 3 kW solar panel array. At the end of each year, the Company will provide individual results to the Customer, reporting how much the Customer's Energy usage was offset by solar power and the carbon footprint reduction benefit received. The RECs purchased by the Customer will be retired on behalf of the Customer.

**Monthly Rate**

Renewable Solar Option                      \$5.00                      per unit in addition to Energy Charge

**SCHEDULE 7 (Continued)**

GREEN FUTURE RENEWABLE PORTFOLIO OPTIONS (Continued)

(T)

RENEWABLE HABITAT OPTION ADDER (HABITAT SUPPORT)

The Company will distribute \$2.50 per month as received from each Customer enrolled in habitat support to a nonprofit agency chosen by the Company who will use the funds for habitat restoration.

**Available**

Only Customers who are enrolled in a Green Future Renewable Portfolio option, described in this schedule, may choose habitat support.

(T)

**Monthly Rate**

Habitat Support                      \$2.50              per month

SPECIAL CONDITIONS RELATED TO GREEN FUTURE RENEWABLE PORTFOLIO OPTIONS

(T)

1. Service will become effective with the next regularly scheduled meter reading date provided the Customer has selected the option at least five days prior to their next scheduled meter read date. Absent the five-day notice, the change will become effective on the subsequent meter read date. Service may be terminated at the next regularly scheduled meter reading provided the Company has received two weeks' notice prior to the meter read date. Absent the two-week notice, the termination will occur with the subsequent meter reading date.
2. The Company, in its discretion, may accept participation from accounts that have a time payment agreement in effect, or have received two or more final disconnect notices. However, the Company will not accept participation from accounts that have been involuntarily disconnected in the last 12 months.
3. The Company will use reasonable efforts to ensure energy assistance dollars from the Oregon Low Income Home Energy Assistance Program (LIHEAP) and Oregon Energy Assistance Program (OEAP) assistance programs are not used to cover Green Future program participation during the time which participants receive these energy assistance funds. As such, PGE will unenroll Customers from the Green Future program if they receive energy assistance funds from LIHEAP and OEAP. If these energy assistance dollars are no longer applied to the bill, the Customer may re-enroll in the program subject to the above requirements.

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**SCHEDULE 7 (Concluded)**

SPECIAL CONDITIONS RELATED TO GREEN FUTURE RENEWABLE PORTFOLIO  
OPTIONS (Continued)

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4. The Company will use reasonable efforts to acquire renewable energy but does not guarantee the availability of renewable energy sources to serve Green Future Renewable Portfolio Options. The Company makes no representations as to the impact on the development of renewable resources or habitat restoration projects of Customer's participation.

(T)

5. Amounts in the RDF will be disbursed by the Company to non-residential renewable resource demonstration projects or projects that commit to supply Energy according to a contractually established timetable. The Company will report to the Commission annually by March 15<sup>th</sup>, pursuant to Order No. 16-156, on collections and disbursements for the preceding calendar year. The annual report will include a list of projects that received or were allocated RDF funding.

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6. Amounts placed in the RDF prior to July 6, 2016 will accrue interest at the Commission-authorized cost of capital until disbursed. Amounts placed in the fund on and after July 6, 2016 will accrue interest at the Commission-authorized rate for deferred accounts in amortization until disbursed. Amounts within the fund will be disbursed on a first-in-first-out basis. Once funds have been committed to projects, following the required OPUC review, they will be deemed disbursed. Funds deemed disbursed and still held by the Company, will accrue interest at the Commission-authorized rate for deferred accounts in amortization.

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**ADJUSTMENTS**

Service under this schedule is subject to adjustments approved by the Commission. Adjustments include those summarized in Schedule 100.

**SCHEDULE 32 (Continued)**

MONTHLY RATE (Continued)

Renewable Portfolio Options

(available upon enrollment in either Energy Charge option)

Renewable Usage	0.940	¢ per kWh in addition to Energy Charge
Renewable Fixed	\$1.88	per month per block
	\$5.00	per unit in addition to Energy Charge
	\$2.50	per month

\* Only Customers who are enrolled in a Renewable Portfolio Option (Renewable Usage or Renewable Fixed or Renewable Solar Portfolio Options described herein) may choose the Renewable Habitat Portfolio Option Adder.

**RENEWABLE PORTFOLIO OPTIONS**

The Customer will be charged for the Renewable Portfolio Option in addition to all other charges under this schedule for the term of enrollment in the Renewable Portfolio Option.

Renewable Fixed Option

The Company will use funds received under this option to cover program costs and purchase 200 kWhs of Renewable Energy Certificates (RECs) and/or renewable energy per block enrolled in the Renewable Fixed Option. All RECs purchased under this option will come from new renewable resources.

The Company will also place any funds not spent after covering program and REC costs received from Customers enrolled in this option in a renewable resources development and demonstration fund ("Renewable Development Fund" or "RDF". See Special Conditions for additional details on the RDF.

Renewable Usage Option

Amounts received from Customers under the Renewable Usage Option will be used to cover program costs and acquire RECs and/or renewable energy, all of which will come from new renewable resources.

The Company will also place any funds received from Customers enrolled in this option not spent after covering program and REC costs in a renewable resources development and demonstration fund ("Renewable Development Fund" or "RDF"). See Special Conditions for additional details on the RDF.

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**SCHEDULE 32 (Continued)**

RENEWABLE PORTFOLIO OPTIONS (Continued)

Renewable Solar Option

PGE's Renewable Solar Option will operate through December 31, 2022. Beginning on January 1, 2023, participants currently subscribed to the Renewable Solar Option will automatically transition to two blocks of the Renewable Fixed Option for every unit of the Renewable Solar Option.

The Renewable Solar Option allows participating Customers, on a monthly basis, to support a PGE sponsored utility-scale solar power plant and its renewable attributes. The company will purchase 1 kW of the output and RECs from new solar facilities connected to the Company's electric grid per unit enrolled in the Renewable Solar Option.

In exchange for the Customer's payment of \$5.00 per unit per month, the Customer receives the environmental attributes from a local utility-scale solar project and the utility-scale solar project produces 1kW of energy which flows into the grid. Typical purchases may range to the equivalent of a 1, 2, or 3-kW solar panel array. At the end of each year, PGE will provide individual results to the Customer, reporting how much the Customer's energy usage was offset by solar power and the carbon footprint reduction benefit received. The RECs purchased by the Customer will be retired on behalf of the Customer.

Renewable Habitat Adder

The Company will distribute \$2.50 per month as received from each Customer enrolled in the Habitat Option to a nonprofit agency chosen by the Company who will use the funds for habitat restoration.

Energy or RECs supporting the Renewable Portfolio Options will be acquired by the Company such that by March 31 of the succeeding year, the Company will have received sufficient RECs or renewable energy to meet the purchases by Customers. For Renewable Fixed Option and Renewable Usage Option, the Company is not required to own renewables or to acquire energy from renewable resources simultaneously with Customer usage.

For purposes of these options, renewable resources include wind, solar, biomass, low impact hydro (as certified by the Low Impact Hydro Institute) and geothermal energy sources used to produce electric power. All RECs will be Green-e® Energy certified by the Center for Resource Solutions (CRS).

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**SCHEDULE 32 (Continued)**

SPECIAL CONDITIONS (Continued)

2. The Company, in its discretion, may accept enrollments on accounts that have a time payment agreement in effect, or have received two or more final disconnect notices. However, the Company will not accept enrollments on accounts that have been involuntarily disconnected in the last 12 months.
3. The Company will use reasonable efforts to acquire renewable energy, but does not guarantee the availability of renewable energy sources to serve Renewable Portfolio Options. The Company makes no representations as to the impact on the development of renewable resources or habitat restoration projects of Customer participation.
4. Amounts in the RDF will be disbursed by the Company to non-residential renewable resource demonstration projects or projects that commit to supply Energy according to a contractually established timetable. The Company will report to the Commission annually by March 15th, pursuant to Order No. 16-156, on collections and disbursements for the preceding calendar year. The annual report will include a list of projects that received or were allocated RDF funding. (D)  
(T)
5. Amounts placed in the RDF prior to July 6, 2016 will accrue interest at the Commission-authorized cost of capital until disbursed. Amounts placed in the fund on and after July 6, 2016 will accrue interest at the Commission-authorized rate for deferred accounts in amortization until disbursed. Amounts within the fund will be disbursed on a first-in-first-out basis. Once funds have been committed to projects, following the required OPUC review, they will be deemed disbursed. Funds deemed disbursed and still held by the Company, will accrue interest at the Commission-authorized rate for deferred accounts in amortization. (T)

**Pertaining to TOU Option**

1. Service may be terminated at the next regularly scheduled meter reading provided the Company has received notice two weeks prior to the meter read date. Absent the two-week notice, the termination will occur with the next subsequent meter reading date.
2. Participation requires a one-year commitment by the Customer. Generally, if a Customer requests removal from the TOU Option, the Customer will be required to wait 12 months before re-enrolling. However, a Customer may request to reinstate service within 90 days of termination, in which case the Portfolio Enrollment Charge will be waived.