

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 1987

In the Matter of

Portland General Electric Company,

Request to Update Schedule 201 and
Standard Power Purchase Agreements.

NEWSUN ENERGY LLC'S
MOTION FOR LEAVE TO REPLY
AND SURREPLY TO PORTLAND
GENERAL ELECTRIC
COMPANY'S REPLY ON ITS
MOTION TO LIFT SUSPENSION

Pursuant to OAR 860-001-0420, NewSun Energy LLC (NewSun) respectfully moves the Oregon Public Utility Commission (Commission) to allow NewSun to file this brief reply to Portland General Electric Company's (PGE) Reply on its Motion to Lift Suspension filed January 26, 2021 (Reply). NewSun seeks to file this brief reply simply clarify and complete the record regarding certain factual representations PGE made in its Reply. NewSun has attempted conferred with the parties in this docket regarding their position on NewSun's Motion for Leave to Reply. Staff, the Northwest & Intermountain Power Producers Coalition, the Renewable Energy Coalition, the Community Renewable Energy Association, Evergreen Biopower LLC, and Portland General Electric do not oppose NewSun's Motion. The Alliance for Western Energy Consumers and Citizen's Utility Board take no position on the motion. Obsidian Renewables did not provide a response by the time of filing.

First, NewSun does not agree that simply narrowing this docket to the issues not proposed to be addressed in docket AR 631 will necessarily result in a simpler or more streamlined process. PGE's proposed changes are extensive and are made to a

completely new contract form. While PGE states that it provided redlines and matrices in order to assist stakeholders with their review, all of these things take time to review. For example, the completely new contract form needs to be compared against the old form so that stakeholders can understand how provisions have changed and whether PGE's representations in its explanatory matrices are correct. There were hundreds of pages reviewed by NewSun and other parties, and even if PGE removes certain issues, the filing is still significant and will require significant review. Parties cannot blindly trust what PGE represents is the case in its explanatory matrices, and the Commission should not do so either.

Second, NewSun disagrees with PGE's characterization of the history and context of this docket. PGE characterizes the early process of this docket as a months-long stakeholder/collaborative process. NewSun would consider a stakeholder or a collaborative process to be one in which PGE would have identified key stakeholders, worked collaboratively to identify stakeholders' key requirements, concerns and expectations, and engaged with them in a non-confrontational manner to plan and implement a solution that is workable for all involved. While it may be true that some collaboration occurred and some progress made, PGE, rather than starting from a place of collaboration and effective dispute resolution, kicked off this process from a place of adversity by filing its proposal containing numerous changes that substantially altered the rights of QFs. As far as NewSun is aware, PGE did not reach out to parties in advance of its filing to attempt to reach agreement. It's filing came as a complete surprise to some, and certainly the scale and consequences of it were surprising. The workshops were

overshadowed by the constant threat that if stakeholders do not agree, PGE will simply ask for its original request to be adopted in a time- and cost-intensive contested case process. That is no way to begin a collaborative process. It may be true that collaboration is not required, but an outcome reached through a collaborative process is less likely to lead to further disputes and further burden on resources for all involved.

Finally, NewSun takes exception with PGE's assertion that these concerns can be mitigated by simply removing certain items from the document. Words have meaning, and different words have different meanings. Given that PGE's proposed changes are made in a new contract form that uses different words from the current form, a careful review is required to confirm whether the effect of the new or differing language will ultimately result in the same interpretation. If PGE is sincere in its desire to find a simple and constructive solution, then it should propose to make only a few minor fixes to the existing contract. NewSun is more than willing to work on a targeted redline of the existing contract. Such a process would greatly minimize the time and complexity involved and minimizes the risk of future disputes over the resulting contract.

NewSun Energy LLC therefore respectfully requests that the Commission deny PGE's Motion.

Dated this 28th day of January 2021.

Respectfully submitted,
NewSun Energy LLC

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