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November 20, 2024

VIA E-MAIL TO

Public Utility Commission of Oregon
Filing Center
201 High Street SE, Suite 100
Salem, Oregon 97301-3398

Re: Docket No. AR 659 – In the Matter of Rulemaking to Update Division 82 Small Generator Interconnection Rules and Division 39 Net Metering Rules.

Attention Filing Center:

Attached for filing in the above-referenced docket, please find the Joint Utilities' Reply Comments.

Please contact this office with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'MH', written over a horizontal line.

Michael Highfill
Paralegal
McDowell Rackner Gibson PC

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

AR 659

In the Matter of

Rulemaking to Update Division 82 Small
Generator Interconnection Rules and
Division 39 Net Metering Rules.

JOINT UTILITIES' REPLY COMMENTS

I. INTRODUCTION

In accordance Public Utility Commission of Oregon Staff's (Staff) Schedule Announcement issued on October 22, 2024, Portland General Electric Company (PGE), PacifiCorp dba Pacific Power (PacifiCorp), and Idaho Power Company (Idaho Power) (together, the Joint Utilities) submit these Reply Comments responding to the comments filed on November 6, 2024, by the Community Renewable Energy Association (CREA) and the Renewable Energy Coalition (the Coalition) (collectively the Interconnection Trade Associations) and the Oregon Solar + Storage Industries Association (OSSIA) related to the Joint Utilities' Small Generator Interconnection Agreement (SGIA) compliance filings.

II. REPLY COMMENTS

A. Reply to Interconnection Trade Associations

1. SGIA Section 3.2

The proposed revisions to Section 3.2 of the SGIA implement the changes made to OAR 860-082-0030(3), which now states:

Before beginning operation of a small generator facility, an interconnection customer or applicant must receive approval of the facility under the small generator interconnection rules and must execute an interconnection agreement with the interconnecting public utility. Applicants or interconnection customers are entitled to a 20-year term for an interconnection agreement, or if the interconnection customer and the public utility have entered a separate Power Purchase Agreement

1 for a specified period of time, to a term that coincides with the length of such Power
2 Purchase Agreement.

3 The rule allows the term of the SGIA to be longer than 20 years “if the interconnection
4 customer and the public utility *have entered* a separate Power Purchase Agreement for a specified
5 period of time,” in which case the term of the SGIA can “coincide[] with the length of such Power
6 Purchase Agreement.”¹ To implement this option, the Joint Utilities’ proposed language in the
7 SGIA stating, “For Applicants with a power purchase agreement (“PPA”) with [the Public Utility],
8 the term of the Agreement should be the same as the term of the PPA and may be longer than 20
9 years,” with the understanding that the specific numeric term of the SGIA would be spelled out in
10 the agreement.

11 The Interconnection Trade Associations found the Joint Utilities’ proposal confusing and
12 instead recommend that the SGIA present the term options using a “check-the-box” format.²
13 While the Joint Utilities do not agree their proposal was confusing, the Joint Utilities do not oppose
14 the format proposed by the Interconnection Trade Associations. However, the specific language
15 proposed by the Interconnection Trade Associations is problematic because it would not include a
16 date certain by which the term of the SGIA would end. Instead, the Interconnection Trade
17 Associations would have the SGIA state that it remains effect until “the date the power purchase
18 agreement for the facility expires,” without stating a specific date or term. Requiring both the
19 interconnection customer and the utility to refer to a separate contract to determine the term of the
20 SGIA is potentially confusing and could lead to disputes. Therefore, if the Interconnection Trade

¹ OAR 860-082-0030(3) (emphasis added).

² The Community Renewable Energy Association and Renewable Energy Coalition’s Comments at 5 (Nov. 6, 2024).

Associations’ proposal is adopted, it should clearly state that the SGIA will remain in effect until “the date the power purchase agreement for the facility expires, which is [insert date].” Because the rule itself provides the option to match the term of the SGIA to the term of a power purchase agreement only if the interconnection customer already has a power purchase agreement in place, the term of the power purchase agreement will be known when the SGIA is completed. Without including a specific numeric term in the SGIA (either as a specified length of time from execution or as a date certain), the SGIA will lack the specificity required to avoid potential disputes.

2. Definition of Nameplate Rating

The Interconnection Trade Associations provide several recommendations around the newly adopted definition of Nameplate Rating found in OAR 860-082-0015(28). First, the Interconnection Trade Associations ask that the SGIA itself include the definition of Nameplate Rating found in the rules.³ While the Joint Utilities do not necessarily oppose including the specific rule definition in the agreement, there are no other defined terms in the SGIA, so it is unclear why the definition of Nameplate Rating needs to be included in the SGIA.

Second, the Interconnection Trade Associations question PGE’s Attachment A, which includes a description of the Nameplate Rating that the Interconnection Trade Associations claim is unclear.⁴ To resolve the confusion, PGE proposes the following revised language (underlined):

Nameplate Rating for the Facility

The Applicant has proposed and Portland General Electric has reviewed and approved a generation and/or storage facility to be interconnected to the distribution system at:

Location: {data: Latitude}, {data: Longitude}

³ The Community Renewable Energy Association and Renewable Energy Coalition’s Comments at 6.

⁴ The Community Renewable Energy Association and Renewable Energy Coalition’s Comments at 6-7.

PGE has approved a facility with the following capacity specifications:

1. Generation Facility Details:
2. Total Generator Capacity (kW AC):
3. Total Energy Storage Capacity (kW AC):

For a generating unit that uses an inverter to change direct current energy supplied to an AC quantity, the Nameplate Rating will be the manufacturer's AC output rating for the inverter(s).

Third, the Interconnection Trade Associations question why Idaho Power did not replace “Nameplate Capacity” with “Nameplate Rating” in its revised SGIA.⁵ This was inadvertent, and Idaho Power agrees to this proposed change.

3. Idaho Power SGIA

The Interconnection Trade Associations complain that Idaho Power removed a paragraph from Article 6 of the SGIA that addresses insurance requirements.⁶ The Interconnection Trade Associations overlook that the deleted paragraph was duplicative of the paragraph that immediately followed it in Article 6.1. The removal of the duplicative paragraph was intended to avoid potential confusion over two substantively identical paragraphs in the SGIA, and because the deleted paragraph was duplicative, its removal in no way changes the substantive language in the SGIA.

4. PacifiCorp's SGIA

The Interconnection Trade Associations also question Article 2.2 of PacifiCorp's SGIA because it references “Article 0030(5) the SGIP,” instead of OAR 860-082-0030(5).⁷ OSSIA

⁵ The Community Renewable Energy Association and Renewable Energy Coalition's Comments at 8.

⁶ The Community Renewable Energy Association and Renewable Energy Coalition's Comments at 8.

⁷ The Community Renewable Energy Association and Renewable Energy Coalition's Comments at 9.

1 appears to raise a similar concern, although OSSIA pointed to Article 7.⁸ As laid out in the recitals
2 of PacifiCorp’s SGIA, the Commission adopted unique Small Generator Interconnection
3 Procedures (SGIP) for PacifiCorp, which is why the SGIA references “Articles” in PacifiCorp’s
4 SGIP rather than the corresponding administrative rule:

5 **Whereas**, the interconnection of the Small Generator Facility and the Public
6 Utility’s T&D System is subject to the jurisdiction of the Public Utility Commission
7 of Oregon (“Commission”) and governed by the Small Generator Interconnection
8 Procedures (“SGIP”) for Oregon-jurisdictional generators that are 20 MW or less,
9 in accordance with Commission Order No. 20-268.

10 Consistent with the recitals and Order No. 20-268, there are multiple references throughout the
11 SGIA to Articles in the SGIP instead of the corresponding administrative rules.

12 **B. Reply to OSSIA**

13 **1. Consistency among the Joint Utilities’ SGIA’s.**

14 OSSIA recommends broad changes to the Joint Utilities’ SGIA’s to better align the various
15 attachments and order of signatures.⁹ OSSIA’s request is beyond the scope of the narrow
16 compliance filing at issue here, which was designed to simply conform the existing SGIA’s to the
17 Commission’s revised rules. The Joint Utilities do not necessarily oppose broader reforms to
18 update the SGIA’s, and in fact may have additional changes to propose, but the Joint Utilities
19 understand that overhauling the SGIA is beyond the scope of these filings.

20 **2. Inclusion of an as-built supplement in the SGIA.**

21 OSSIA also questions a difference between the PacifiCorp and PGE SGIA’s—PacifiCorp’s
22 SGIA includes the proposed one-line diagram that was provided by the interconnection customer
23 and was the basis for the interconnection studies, while PGE requires the one-line diagram

⁸ Comments of the Oregon Solar + Storage Industries Association at 2 (Nov. 6, 2024).

⁹ Comments of the Oregon Solar + Storage Industries Association at 2.

1 included in the SGIA to reflect the facilities that were actually constructed. OSSIA claims that
2 PGE's approach raises concerns about changing the agreement after it is signed.¹⁰

3 First, this issue is beyond the scope of the compliance filing because there has been no
4 change to PGE's current practice of requiring the SGIA to include the as-built supplement.

5 Second, setting aside that it is beyond the scope, to resolve OSSIA's concern, the inclusion
6 of the as-built supplement can be facilitated through a formal amendment to the SGIA. In this
7 way, the SGIA will include an appropriate description of the actual generator that was
8 interconnected to PGE's system, while resolving concerns that the SGIA will necessarily change
9 after it is signed.

10 **3. Critical Milestones for residential customer projects.**

11 OSSIA asks for clarification of whether the Joint Utilities expect to require milestones for
12 residential customer projects.¹¹ First, this is beyond the scope of the compliance filings. Second,
13 whether a residential small generator requires milestones as part of its SGIA is project-specific.

14 **4. PGE's Attachments D and G.**

15 OSSIA requests clarification on the placement of the periodic maintenance schedule within
16 the attachments to PGE's SGIA.¹² To resolve OSSIA's confusion, PGE is willing to move the
17 periodic maintenance schedule from Attachment D to Attachment G.

¹⁰ Comments of the Oregon Solar + Storage Industries Association at 2.

¹¹ Comments of the Oregon Solar + Storage Industries Association at 3.

¹² Comments of the Oregon Solar + Storage Industries Association at 3.

III. CONCLUSION

1 The Joint Utilities appreciate the opportunity to provide these comments and look forward
2 to approval of the revised SGIAs at the Commission's December 10, 2024, public meeting.

DATED: November 20, 2024

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