July 12, 2006

Via Electronic Filing and U.S. Mail

Oregon Public Utility Commission
Attention: Filing Center
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Re: In the Matter of the PUBLIC UTILITY COMMISSION OF OREGON Staff's Investigation Relating to Electric Utility Purchases from Qualifying Facilities
OPUC Docket No. UM 1129

Attention Filing Center:

Enclosed for filing are an original and five copies of Portland General Electric Company's Phase II Reply Brief in the above-captioned docket.

An extra copy of this cover letter is enclosed. Please date stamp the extra copy and return it to me in the envelope provided.

Thank you in advance for your assistance.

Sincerely,

/s/ J. Richard George

JRG:tmt

cc: UM 1129 Service List

Enclosures

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

UM 1129

In the Matter of	)	
	)	
PUBLIC UTILITY COMMISSION OF OREGON	)	**PHASE II REPLY BRIEF OF PORTLAND GENERAL ELECTRIC COMPANY**
	)	
Staff's Investigation Relating to Electric Utility Purchases From Qualifying Facilities	)	

Portland General Electric Company ("PGE" or the "Company") hereby submits its Phase II Reply Brief in this proceeding.

I. Introduction

PGE's position in this Phase II, Track II of the proceeding, that non-standard contracts and the negotiated contracting process for Qualifying Facilities ("QFs") under the Federal Public Utility Regulatory Policies Act of 1978 ("PURPA") must be ultimately flexible and take into account the FERC prescribed factors[1] to achieve an economic and appropriate adjusted avoided cost for each particular facility, should be eminently clear from PGE's prior submittals.

The Public Utility Commission of Oregon ("Commission") has already established specific criteria for QFs that are eligible to receive standard contracts. If a QF meets those strict thresholds, specifically having a nameplate rating less than 10 MW, that QF has been determined by this Commission to be small and unsophisticated enough that a standard non-negotiated contract is required in order to avoid transaction costs and perceived disparity in bargaining power. (Order No. 05-584 at 40). However, this phase of the docket concerns QFs that do not

[1] Specifically for nonstandard contracts, PURPA rules provide that characteristics of QF facilities, such as a facility's dispatchability, should be taken into account to the extent practicable. 18 C.F. R. 292.304(c)(3)(i), 292.304(e)(2) (providing the list of "FERC adjustment factors")

meet the strict threshold for standard contracts. This Commission has not required, and the FERC rules do not permit, standardization of non-standard contracts for non-standard facilities. (*See* 18 C.F.R. 292.304). As the Commission stated: "Standard contracts are designed to minimize the need for parties to engage in contract negotiations. Consequently, any flexibility in the terms and conditions of a standard contract should be specifically delineated and bounded." (Order No 05-584 at 39). Again, in this phase, we are dealing with *non-standard* contracts, where the contracts *are negotiated*. Consequently, the terms and conditions of a non-standard contract *should not* be specifically delineated and bounded.

This brief responds to particular positions raised by certain parties in their opening briefs and emphasizes one key factor that should greatly influence the Commission in this phase of the docket: facility size. Nearly all issues raised in this phase of the docket are colored by the simple rationale that there is an inherent increase in risk to the utilities and QFs as the size of the facility increases. Thus, while certain positions held by other parties may have a collateral effect of shifting risk to utilities or raising costs above avoided cost, these collateral effects are amplified so much more greatly in this phase of the proceeding, as QFs may even reach sizes numbering in the hundreds of megawatts. As we have quoted before, this Commission stated: "In balancing the goals of facilitating QF contracts while sufficiently protecting ratepayers, we recognize that the primary aim is to ensure that ratepayers remain indifferent to the source of power that serves them." (Order No 05-584 at 45).

For the most part, Staff's brief does seem fairly balanced. Though PGE believes such balance can be achieved through a different methodology, greater flexibility, rather than prescribing fixed negotiation parameters, Staff tries to consider utility ratepayer risks. With respect to ICNU/Weyerhaeuser's position, their aim is openly to shift risk from QFs to utilities in

favor of the QF industry. Generally, ICNU/Weyerhaeuser seek to standardize FERC Factor methodologies that might result in a decrease in avoided cost payments. When a factor might increase avoided cost payments to QFs, ICNU/Weyerhaeuser seek to have that factor negotiated to allow QFs to achieve the greatest possible benefit. With so much more at stake as QF facility size increases, PGE asks that the Commission carefully consider the balance between risks attributable to QFs, utilities and their ratepayers, and whether decisions in this proceeding will maintain that balance.

II. Argument:

A. *Use of a MAG will not provide firm power from a non-firm resource (Staff Recommendation 7)*.

Staff proposed the following: "For wind and run of the river hydro projects under a firm supply commitment, the utility and the QF should negotiate whether to incorporate a Mechanical Availability Guarantee." (Staff Opening Br, Attachment A at 1). It appears from the body of Staff's brief, that the intent of this recommendation is that the negotiation involves whether to include a Mechanical Availability Guarantee ("MAG") *or* a minimum delivery obligation for such facilities. (Staff Br at 22, lines 22-23). PGE's position is that any MAG for a *firm commitment* must only be included as an addition to a minimum delivery obligation. A MAG does not make an intermittent project "firm" as that term is used in the power purchase agreements; rather, it only ensures the project is capable of generating. There is still significant weather related risk that power will not be delivered from a facility as promised. With a MAG and without a firm contractual commitment to deliver a certain amount of power, weather related risks are simply shifted from QFs to utilities and their customers. And, these risks are amplified as facility size is increased with non-standard contracts. PGE is concerned that if firm prices are

paid for a non-firm product from intermittent resources, such purchases will not be in accordance with FERC's avoided cost requirements and will not leave ratepayers "indifferent."

B. *Adjustments to avoided costs for dispatchability should be made regardless of whether a utility is resource deficient (Staff Issue 13).*

Staff recommends that: "Adjustments to avoided costs for dispatchability should be made only during the utility's resource deficiency period, when avoided costs are based on the dispatchable utility proxy plant." (Staff Br, Attachment A at 2). This recommendation completely ignores the fact that there is value to dispatchability depending on market conditions, regardless of whether a utility is resource sufficient or deficient. The central issue to dispatchability is the power supply choices available to the utility. When a utility is either resource sufficient or deficient, the utility receives value dispatching a facility depending on market characteristics.

For example, a utility that is resource sufficient will still dispatch generation according to cost. If dispatchable QF generation is priced lower than the market, the utility would dispatch the QF, however, if the QF generation is priced above the market it would not be dispatched. A dispatchable QF is no longer a must purchase obligation to the utility, but would receive a capacity payment for the value of the dispatchability. Also, when a utility is short there is potential value in being able to dispatch a QF, especially if market prices are less than the QF rate.

PGE also is strongly opposed to filing a sliding scale model for determining the capacity value of a particular facility as part of a compliance filing in this docket. A sliding scale model that adjusts using capacity factors is a dramatic over-simplification and is potentially impractical to implement, notwithstanding the fact that it does not allow sufficient flexibility in negotiating this particular factor. PGE does not believe that a linear scale will adequately reflect when a QF

should receive capacity payments, and parties have presented no data or evidence in this docket of a reasonable or workable sliding scale. For example, a facility with an on-peak capacity factor of 25% would only be available one of four hours when needed. Capacity with this availability has minimal, if any, value, certainly much less than one-quarter the avoided capacity costs.

C. *Significant energy deliveries in excess of the amount committed in the QF contract should be discounted. (Staff Recommendations 25 &26).*

Staff recommends a fixed negotiation term that "Energy deliveries in excess of the amount committed in the QF contract should be valued at the non-firm off-peak market price." (Staff Br, Appendix A at 4). This requirement, though, does not follow standard commercial practice with respect to over-deliveries and does not provide the proper incentives for proper scheduling by QFs. PGE's Pro Forma Open Access Transmission Tariff ("OATT") at Schedule 4 (Energy Imbalance Service) provides a deadband of +/- 5% in which full non-firm payments for excess power delivered are made. Outside of that deadband, power purchases are discounted by 10% and for deviations in excess of 25%, payments are further discounted by 25%. Also, in PGE's tariff Schedule 76R, for example, incorrectly scheduled deliveries beyond a certain deadband (7.5%) are discounted. (See Schedule 76R at sheet 3). These schedules reflect the reality that utilities have not planned for receipt of such power and there are costs to the utility in receiving an automatic "put" of that power. Utilities may be able to sell some of this excess energy, but there is no guarantee that they can do it at full market prices. PGE suggests that a non-firm off-peak market price be paid within a certain deadband, but outside that deadband, it should be discounted by a reasonable amount to both keep the utility whole and to incent QFs to properly schedule their output.[2]

[2] An off peak payment by itself might be appropriate without a deadband for excess on peak power only.

D. *Creditworthiness terms in standard contracts are not necessarily appropriate for negotiated contracts (Staff Issue 31).*

Staff provides the following recommendation: "QFs unable to establish creditworthiness must provide security with terms comparable to provisions in PGE's or Pacificorp's standard QF contracts. Utilities should take into account the risk associated with the QF based on such factors as its size and the type of supply commitments the QF is making." (Staff Br Attachment A at 5).

First, PGE notes that it is uncertain exactly what Staff means by this recommendation. One reading might suggest that the large QFs that receive negotiated contracts should only have to make the *representations and warranties* concerning creditworthiness that the small QFs have to make pursuant to the standard contract. (Order No. 05-584 at 45). As echoed before, and admitted by Staff in the recommendation itself, this is an issue inextricably linked to facility size. As QF size increases, so do credit risks to the utility and its customers. Simple representations and warranties do not suffice and are not commercially reasonable for QFs that have very poor credit worthiness.

If Staff's recommendation regarding creditworthiness is intended to mean that these large QFs should be required to (at their choosing) provide security through the options provided in the standard contract, PGE also has serious misgivings about extending the same forms of security to non-standard QFs. The standard contract options consist of the following: Senior Lien, Step in Rights, Cash Escrow, or Letter of Credit. Security in the form of a cash escrow account or a letter of credit may be acceptable to PGE, but the other options, in particular, providing "step-in rights" is a much too risky option for PGE due to the potential liabilities inherent in a large facility. Stepping into operate a 100 Mw QF project is not a reasonable outcome for PGE if a QF defaults. A facility of that size may not fit into PGE's resource

planning, and may present problems for rate recovery especially if acquisition of such a facility, but for a QF's choice of this security option, would not otherwise be prudent. The security options available to a utility and a non-standard QF should be comparable to the other forms of commercially reasonable security that are used in other large power supply market transactions. In a standardized contract, it may make sense to have latitude for security options due to the perception that the utility is exposed to less financial risk from smaller facilities; however, commercially reasonable, industry-standard, security options that allow for uncapped liquidated damages in the event of non-delivery should be used with larger QFs.

E. *The timeline proposed by Staff is unreasonable (Staff Recommendation 40)*.

Staff proposed an overly-aggressive timeline:

> Utilities should provide draft and final power purchase agreements according to the following timelines and include these timelines in tariffs for large QF's:
>
> a. The Company will provide a draft power purchase agreement to the QF within 15 business days of receipt from the QF of all information required to enter an agreement, as specified in the tariff.
> b. The company will respond within 15 business days to any written comments and proposals the QF provides in response to draft agreements.
> c. The Company will provide a final draft agreement to the QF within 15 business days of the company's receipt of any additional or clarifying project information needed.
> d. The Company will provide a final executable agreement to the QF within 15 business days of parties' full agreement on the terms and conditions of the draft agreement.

For many reasons this proposed timeline is not appropriate. First, the timeline proposed by staff is entirely one sided. Unlike the utilities, QFs are not required under Staff's approach to respond or provide required information in any reasonable amount of time. This means that utilities may incur transaction costs without any guarantee that QFs will even participate and QFs

can potentially keep utilities in the negotiation process indefinitely. Obviously, to keep utilities perpetually in a negotiation process will lead to the utilities incurring unnecessary costs, as modeling facilities and achieving an appropriate adjusted avoided cost price offer for each unique facility may involve significant utility resources. Utilities should only be required to expend such energy with QFs that are *bona fide*. Engaged negotiations whereby both parties actively participate in the process are necessary to efficiently achieve the best results for both the QF and utility.

Second, Staff's proposal simply does not provide enough time for utilities to process information received from QFs. This is especially true with large QFs that may have complex operating parameters and characteristics, and if the utility is required to engage in stochastic modeling (as suggested by Staff—*see* Staff Br. at 7). For a $100 million dollar 100 Mw QF, clearly, the utility will need much greater than 15 days to complete an initial draft contract. For sure, the Staff proposal is essentially the same proposal as that made for the standard, non-negotiated contracts. (*See* Staff/1501 Schwartz/3). Those contracts have fixed terms that do not require complex analysis, and yet the utility would have the same required response time here for much more involved negotiated contracts. In fact, the only difference PGE could determine between the timeline suggested for standard contracts and the present timeline offered for negotiated contracts is that the present timeline provides a single extra day (15 days as opposed to 14 days) to the utility to respond to any written comments and proposals the QF provides in response to draft agreements.

F. *The utilities embrace economic QF development.*

ICNU/Weyerhaeuser start their Phase II, Track II opening brief with a statement that is not true: "The utilities historically have been reluctant to purchase electricity from QFs because of

the financial loss from reduced sales and the loss of equity returns on investments in utility resources. Regardless of the avoided cost prices approved by the Commission or the cost-effectiveness of the QF, the Oregon IOUs have utilized their superior bargaining positions in the negotiating process to impose barriers and stonewall QF projects." (ICNU/Weyerhaeuser Br at 2).

There is *absolutely* no evidence in the record supporting this suggestion. Neither ICNU/Weyerhaeuser, or any party, has submitted any testimony or other evidence that PGE or any other utility has been reluctant to purchase QF electricity or that any utility has erected any barriers or stonewalled QF projects. In fact, such accusations make no sense with respect to PGE. PGE has been for many years a net purchaser of energy. QFs that are cost-effective and priced at PGE's avoided cost can provide a potentially valuable resource to serve PGE's load commitment. Thus, PGE has every incentive to negotiate mutually agreeable non-standard QF contracts that capture the unique characteristics and reflect an appropriate avoided cost price for each particular QF.

Moreover, a QF that is not developed, because it is not economic relative to alternative supply options is not a failure of implementation by this Commission of the federal PURPA rules or a consequence of utility intransigence, but rather a truly efficient economic outcome. In fact, the actual testimony in the record shows that it is likely historically cheap power in the region, coupled with a lack of industry suitable for combined heat and power ("CHP") that has limited QF development. (*See* Staff/200 Schwartz/5, lines 13-14 and PGE/100 Drennan, Kuns/24, lines 21-23.) Even so, there may be a larger penetration of QF's in Oregon and in the region than one should expect. (PGE/200 Logan/6; PGE Exhibit/103 Drennan, Kuns/1). And moreover, this Commission has already found that potential bargaining disparity is not an impediment to large

QFs, stating: "we have determined that QF projects larger in size than 10 Mw have the financial resources to engage in QF purchase contract negotiations despite the hurdles posed by market barriers that they face."

ICNU/Weyerhaeuser's reliance upon their unsupported large QF utility barrier hypothesis provides a flawed basis for all their arguments that negotiated non-standardized contracts for large QFs actually should not be negotiated, but rather based on "detailed and specific guidelines regarding how utilities and QFs can adjust a utility's avoided costs for the specific power supply attributes of a QF." (ICNU/Weyerhaeuser Br at 5).[3] Without such alleged barriers, PGE continues to believe that having a flexible negotiation process will allow non-standard contracts to be tailored to each particular QF and yield the best such contract for the utility, its customers, and the QF.

Incidentally, ICNU/Weyerhaeuser's own policy choices in this docket appear to place barriers on QF development. ICNU/Weyerhaeuser are opposed to Commission approval of non-standard QF contracts. (ICNU/Weyerhaeuser Br at 37). However, PGE believes that Commission review and approval of non-standard QF contracts, in particular that these contracts are reasonable and in compliance with PURPA, would alleviate many of the concerns regarding perceived bargaining disparities held by QFs. Commission review would also provide certainty to QFs for financing purposes and help reduce risk shifting to utility ratepayers, including ICNU members. The ICNU/Weyerhaeuser position inappropriately retains the potential for future challenges to the prudency of such contracts once negotiated and signed ICNU/Weyerhaeuser present no good policy reason in support of that position.

[3] ICNU/Weyerhaeuser even go so far as to state that: "PGE insists that it should continue to have nearly unfettered flexibility to refuse to enter into QF contracts." Of course, PGE has never made that assertion and the testimony cited by ICNU/Weyerhaeuser (PGE/500, Kuns-Sims/3-7) does not support that conclusion. PGE is required by law to purchase power from QFs that exercise the "put" option under PURPA and has no intention of non-compliance

G. *ICNU/Weyerhaeuser seek to avoid adjustment of avoided costs pursuant to the FERC factors, which is contrary to FERC rules.*

In their brief, ICNU/Weyerhaeuser suggest that the FERC factors related to Termination, Scheduling Outages, and Emergencies should not be used to adjust avoided costs; rather, they should be addressed via contract terms. This suggestion is contrary to the FERC rules. The rule, 18 CFR Section 292.304 specifically states: "(e) Factors affecting rates for purchases. In determining *avoided costs* the following factors shall, to the extent practicable, be taken into account . . . ." [emphasis added]. Without a doubt, this language pertains to determining the appropriate price, not the appropriate contract terms. Arguably, if the Commission were to require specific contract terms, rather than adjusting the price of the contract, it would put the Commission in the awkward position of potentially exceeding its authority under PURPA. As FERC has stated: "PURPA expressly directed this Commission [FERC], and not the states, to prescribe rules governing QF rates. PURPA gave the states responsibility for 'implementing' the statute and the Commission's rules. As a result, a state may prescribe a particular unit charge only if the process it uses to establish the per unit charge is in accordance with the Commission's rules." *Southern California Edison Company*, 70 FERC P61,215 at 61,676-7 (1995).

H. *Several of ICNU/Weyerhaeuser's recommendations would result in risk shifting.*

ICNU/Weyerhaeuser's recommendations may be couched as removing alleged barriers to QF development erected by utilities, but in reality they largely do not pertain to utility actions or behavior, but rather are attempts to change the economics in favor of QFs by shifting risks from them to utilities and their customers.

One such example of risk shifting is the suggestion that large QFs should receive the standardized pricing afforded small QFs, in particular a gas-indexed rate. Specifically,

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with the law.

ICNU/Weyerhaeuser state: "For many gas-fired QFs, natural gas indexing will allow the QF to avoid reliance upon the utilities' natural gas forecasts, and reduce their operational risk and obtain more stable output." (ICNU/Weyerhaeuser Br at 30). ICNU/Weyerhaeuser go on to state: "the gas indexed options should be available to all QFs, if the utility's proxy resource is a gas-fired plant, because those utilities are already exposed to the risk of gas price changes." *Id*. at 31. And that, using "sophisticated risk management and hedging programs" the "utilities could mitigate the risk of gas-indexed QF contracts." *Id.* These comments reveal ICNU/Weyerhaeuser's intent that QFs should not bear their own fuel risk, but instead utilities should, because it may not affect the utilities that much. This certainly is not appropriate under PURPA's avoided cost principles.

Further, while a utility may have a gas-fired plant as a proxy resource, it does not follow that the utility should be required to increase its risk exposure when it comes to gas. That is, just because PGE has gas plants, it does not mean it would be indifferent to one, two, or ten more. Proper utility practices will attempt to balance fuel supply risks through diversification. And, ICNU/Weyerhaeuser represent large, sophisticated companies; they should be willing to hedge their own fuel price risks, and not pass these costs off to ratepayers.

Essentially ICNU/Weyerhaeuser are asking for a tolling arrangement with an unlimited put. In tolling contracts it is the entity receiving the power that determines when the plant is run; ICNU/Weyerhaeuser appear to want a tolling arrangement where the plant owner determines when to generate power. Of course, if a tolling arrangement is truly desired, a QF could always participate in any of PGE's RFPs. ICNU/Weyerhaeuser, however, have already stated these are not appropriate due to the characteristics of the QF.

IV. Conclusion

Significant QF sizes and a statutory right to require utilities to purchase their output means the outcome of this Phase II of the proceeding poses significant threat of risk shifting from large QFs to utilities and their ratepayers. Without venturing to quantify in dollars such risk, it is evident that there is a cost shift, and if Commission policy requires a utility to pay more for a facility than it is worth—that is, more than its avoided cost as determined in light of the FERC adjustment factors—then such payments are potentially inappropriate. Citing policy considerations, such as alleviating perceived utility obstructionism, cannot override the legal statutory QF pricing construct. ICNU/Weyerhaeuser and Staff desire to bring standardization to the contracts that are the subject of this Phase. But, as the Commission has stated, this Phase II involves non-standard, negotiated contracts and the outcome should result in just that, contracts that may be fully negotiated and non-standard. PGE respectfully requests that the Commission allow adequate flexibility in the negotiation process to achieve ultimately customized contracts that reflect the true characteristics of individual QFs.

DATED this 12th day of July, 2006.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing PHASE II REPLY BRIEF OF PORTLAND GENERAL ELECTRIC COMPANY to be served by electronic mail, and for those parties who have not waived paper service, by First Class US Mail, postage prepaid and properly addressed, upon each party on the attached service list, pursuant to Oregon Administrative Rule 860-013-0070.

Dated at Portland, Oregon, this 12th day of July, 2006.

/s/ J. RICHARD GEORGE
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