

RICHARD LORENZ

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May 21, 2013

VIA ELECTRONIC FILING & US MAIL

Oregon Public Utility Commission
Attn: Filing Center
550 Capitol St. NE #215
PO Box 2148
Salem, OR 97308-2148

Re: In the Matter of Oregon Public Utility Commission of Oregon,
Investigation into Qualifying Facility Contracting and Pricing.
Docket No. UM-1610

Dear Filing Center:

Enclosed please find an original and five copies of Threemile Canyon Wind I, LLC's Cross-examination Exhibits in the above-referenced docket.

Thank you for your assistance with this matter. Should you have any questions, please feel free to contact me.

Very truly yours,

/s/ Richard Lorenz

Richard Lorenz

RGL:tjb
Enclosures
Cc: UM-1610 Service List

4847-9935-4388, v. 1

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1610

In the Matter of)	
)	THREEMILE CANYON WIND I,
PUBLIC UTILITY COMMISSION OF)	LLC'S CROSS-EXAMINATION
OREGON,)	EXHIBITS
)	
Investigation into Qualifying Facility)	
Contracting and Pricing.)	

Pursuant to the Prehearing Conference Memorandum dated May 13, 2013, Threemile Canyon Wind I, LLC ("Threemile Canyon") respectfully submits its Cross-Examination Exhibit List and Exhibits for the Hearing scheduled for May 23, 2013.

THREEMILE/204	Excerpt of Order No. 05-584 in UM-1129 dated May 13, 2005
THREEMILE/205	Email From Bruce Griswold, To Peter Solomon, Dated July 13, 2006 @ 4:42 pm
THREEMILE/206	Email From Bruce Griswold, To Jim Portouw, Dated March 9, 2007 @ 10:00 am
THREEMILE/207	Excerpt: PacifiCorp FERC Form No. 1 2012/Q4
THREEMILE/208	UM 1610-- PacifiCorp's Responses to Threemile Canyon Wind Requests 1.19 and 1.20 dated March 8, 2013
THREEMILE/209	Excerpt from <i>Entergy Services, Inc.</i> , 137 FERC ¶ 61,199 (2011)

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Dated this 21st day of May, 2013.

Respectfully submitted,

/s/ Richard Lorenz

Richard Lorenz, OSB No. 003086

Cable Huston LLP

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Portland, OR 97204-1136

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Of Attorneys for the
Threemile Canyon Wind I, LLC

4843-7094-7860, v. 1

ORDER NO. 05-584

ENTERED 05/13/05

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1129

In the Matter of)
)
PUBLIC UTILITY COMMISSION OF)
OREGON)
)
Staff's Investigation Relating to Electric)
Utility Purchases from Qualifying Facilities.)

ORDER

In keeping with how issues were framed and the nature of evidence introduced in this proceeding, the bulk of policy decisions made in this order exclusively apply to standard contracts. Certain issues, however, have consequences for the negotiation of non-standard contracts. For example, decisions regarding the calculation of avoided costs will have ramifications for the negotiation of non-standard contracts since these avoided costs are the starting point for negotiations of such contracts. Other issues were general in nature from the start. For example, dispute resolution procedures and the applicability of PURPA administrative rules are issues that have general applicability to all QF contracts and negotiations. A number of sub-issues were also identified in this proceeding having general consequences for both standard and non-standard QF contracts alike.

To be clear about the applicability of our decisions to standard contracts versus non-standard contracts, we indicate, where warranted, how such decisions affect negotiation of non-standard contracts. We also identify when it is appropriate to take an issue up, as it relates to either standard or non-standard contracts, or both, in a second phase of this proceeding.

III. STANDARD CONTRACT TERMS AND CONDITIONS

The term, “standard contract,” has been widely used by parties since passage of the federal PURPA law. The term is used to describe a standard set of rates, terms and conditions that govern a utility’s purchase of electrical power from QFs at avoided cost. Standard contracts are made available to a defined class of QFs that are deemed eligible under federal or state law to receive standard rates.

Parties raised a range of issues regarding standard contracts in this proceeding, including calculation of avoided costs, standard contract pricing and the appropriate length of a standard contract. A particularly contentious issue in this proceeding concerned eligibility to receive a standard contract. We address each issue and sub-issue raised during this proceeding, making policy decisions on many of the issues, and deferring or dismissing other issues as appropriate.

A. SIZE ELIGIBILITY TO RECEIVE STANDARD CONTRACTS

1. Overview

Most parties propose continuing to divide QFs into two categories: QFs that are eligible to sell power pursuant to a standard contract, and QFs that are not eligible for a standard contract. Standard contracts have pre-established rates, terms and conditions that an eligible QF can elect without any negotiation with the purchasing utility. If a QF is not eligible for a standard contract, a utility is still obligated to purchase a QF’s net output at the utility’s avoided cost, but the QF must negotiate the rates, terms and conditions of a power purchase contract with the purchasing utility.

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The primary disagreement among the parties is the appropriate size threshold that should divide the two categories. The current threshold is 1 MW. Thus, QFs sized at or under 1 MW in size are eligible to obtain standard contract terms and conditions, while QFs over 1 MW are required to negotiate individual contracts with electric utilities.

2. Parties' Positions

All parties propose that the current eligibility threshold be increased, but significantly disagree as to the extent of the increase. The proposals range from a modest increase of 1 MW (applicable to all QF technologies other than wind) to elimination of the capacity ceiling for standard contract eligibility such that *all* QFs would be eligible for a standard contract.

All three electric utilities recommend a modest increase in the eligibility threshold. PacifiCorp and Idaho Power propose that the threshold be increased to 3 MW. PGE recommends that the standard contract ceiling capacity be increased to 5 MW for wind QFs, but only 2 MW for all other QF technologies. All three electric utilities caution against raising the threshold too high, as standard rates may overcompensate and subsidize QFs due to avoided cost calculations not being customized for particular projects. Idaho Power estimates the difference between levelized standard pricing based on the SAR methodology and alternatively calculated avoided costs to be as much as \$0.01 per kWh. Idaho Power and PacifiCorp both observe that such a differential may result in a significant subsidy should it be applied to sizeable QF projects.

The utilities further comment that the primary rationale for offering standard rates to smaller QFs is to overcome prohibitive transaction costs that a very small QF must incur to negotiate a power contract.²⁶ They take the position that the threshold should be set no higher than essential to overcome market barriers associated with transaction costs. Although challenged by Staff, PacifiCorp initially justified the 3 MW threshold as representing the division between QF interconnection at transmission facilities, rather than a utility's distribution system. PacifiCorp also observes that a 3 MW QF project requires approximately \$3 million in capital costs to construct, and argues that no evidence has been presented that a developer of a project of this magnitude or greater cannot afford the transaction costs that must be incurred to negotiate a non-

²⁶ PURPA regulations mandate that standard rates made available to QFs up to 100 kW only. 18 CFR § 292.304(c)(1). FERC stated in the order implementing PURPA:

The Commission is aware that the supply characteristics of a particular facility may vary in value from the average rates set forth in the utility's standard rates required by this paragraph. If the Commission were to require individualized rates, however, the transaction costs associated with administration of the program would likely render the program uneconomic for this size of qualifying facility. As a result, the Commission will require that standard tariffs be implemented for facilities 100 kW or less." Order No. 69, Small Power Production and Cogeneration Facilities, FERC Regulation Preambles 1977-1981 ¶ 30,128, 45 Fed. Reg. 12,214 (Feb. 25, 1980), 45 Fed. Reg. 24,126 (Apr. 9, 1980).

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standard contract with avoided cost rates that fairly reflect the characteristics of the project. PGE also observes that some parties may intend to engage in negotiations regardless of the availability of standard contract rates, terms and conditions and that a standard contract would be a fallback position in such negotiations. PGE asserts that concerns raised by parties advocating a significant increase in the eligibility threshold would be better addressed by improving transparency in the transaction process between utilities and QFs.

The utilities raise particular concerns regarding the ability of intermittent resources, such as wind and solar QFs, to receive standard rates. Idaho Power asserts that standard rates, to the extent they are based on the costs of an optimized generating resource that produces firm energy, overcompensate and subsidize intermittent QFs that produce non-firm energy. On the other hand, PGE proposes to recognize the low expected energy output per MW of installed capacity for wind resources by differentiating for eligibility purposes between wind QF resources and other QF resources. PGE would raise the eligibility threshold for wind resources to 5 MW.

Staff and ODOE recommend an increase in the capacity ceiling from 1 MW to 10 MW. Staff concludes that 10 MW was the appropriate threshold after conducting a thorough study of the recent history of QF development in Oregon, an evaluation of current utility power purchasing practices, and a review of pending QF projects identified by the State Energy Loan Program (SELP). Staff argues that an increase in the eligibility threshold is warranted in order to recognize that transaction costs and *other* market barriers, such as the lack of transparency for negotiated QF contract rates, terms and conditions, prevent successful negotiation of a power purchase contract for QFs that are at or under 10 MW. Staff also argues that the 10 MW threshold recognizes the inability of smaller QFs to participate in other market opportunities to sell power, including utility solicitations. ODOE bases its 10 MW eligibility threshold on past experience with the development of local wind projects, its coordination of Oregon's Renewable Action Plan, and as manager of SELP. ODOE represents that at 10 MW, negotiation costs become a relatively small fraction of total \$10 million investment costs.

ICNU, Sherman County, Simplot and Weyerhaeuser all recommend significant increases in the capacity ceiling. Weyerhaeuser recommends a 100 MW threshold, while ICNU, Sherman County and Simplot initially proposed elimination of the capacity ceiling. Ultimately, ICNU recommends a 40 MW threshold for non-wind resources, while Sherman County and Simplot indicate that a 25 MW threshold would be acceptable. Although acknowledging the argument that larger QFs should have the resources and ability to negotiate avoided cost rates and contract terms and conditions with a utility, all four parties argue that QFs of all sizes are hindered by utility advantages, particularly superior knowledge of facts regarding utility systems and energy needs. Based on the experience of the state of Idaho, Weyerhaeuser observes that a standard contract threshold effectively acts as a cap on the size of QF that operates in the state, as few, if any, non-standard contracts above the threshold ever get negotiated. Indeed, ICNU argues that the eligibility threshold for standard contracts should be significantly raised for the purpose of ensuring that utilities cannot continue thwarting power purchases from larger QFs. ICNU also asserts that no party has rebutted evidence

that larger QFs have no more leverage in negotiating with utilities than small QFs, are often unable to sell electricity in the wholesale market or participate in utility RFPs, and experience unique problems in QF contract negotiations.

PacifiCorp dismisses what it calls the “black box” argument of the larger QFs, stating that the allegations that utilities exploit asymmetries in information and bargaining power when negotiating with QFs are unproven. PacifiCorp suggests that the proper manner to address concerns about an uneven playing field is to ensure greater transparency and efficiency in the negotiation process, not to expand eligibility for standard contract terms and conditions.

Idaho Power also comments that setting the capacity threshold as high as 100 MW would compromise utility resource planning. Idaho Power adds that a competitive bidding process for resources would be undermined if standard rates were available to 100 MW QFs. Moreover, the limit would be problematic if applied to Idaho Power, as the company’s total load in Oregon is 108 average megawatts (aMW).

In lieu of raising the eligibility threshold to 100 MW, Weyerhaeuser recommends that the Commission provide detailed guidance about the proper scope and nature of rates, terms and conditions for non-standard contracts. Weyerhaeuser asserts that more detailed guidance would provide larger QFs with a stronger negotiation position, as well as a baseline against which to compare offered terms and conditions. Weyerhaeuser represents that evidence presented in the case, although initially introduced as support for parties’ positions on appropriate standard contract terms, provides a record for the Commission to adopt more detailed guidelines for non-standard contract negotiations. Weyerhaeuser observes that Staff agrees that Commission approval of certain policies, including contract duration, calculation of avoided costs and the pricing based on gas indexing, for standard contracts should apply to non-standard contracts. Weyerhaeuser urges the Commission to use the record in this proceed to adopt a broader array of guidelines for non-standard contracts. In briefing, Weyerhaeuser sets forth proposed guidelines that it argues are supported by the record.

In briefing, ICNU also recommends that the Commission provide more specific requirements regarding negotiation of non-standard contract terms and conditions. In particular, ICNU calls for additional guidance about how Oregon’s avoided cost calculation should be modified for non-standard contracts to address factors identified by FERC, such as dispatch, reliability, scheduling outages and line losses.²⁷ Without such guidance, ICNU argues that the standard contract eligibility threshold could practically function as a cap on the size of QF projects developed. ICNU acknowledges that the record was insufficient, however, to determine a full panoply of guidelines and urges the Commission to take up the issues in subsequent proceedings.

3. Resolution

²⁷ See 18 C.F.R. § 292.304(e).

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We continue to adhere to the policy, as articulated in Order No. 91-1605, that standard contract rates, terms and conditions are intended to be used as a means to remove transaction costs associated with QF contract negotiation, when such costs act as a market barrier to QF development.²⁸ Standard contracts are designed to eliminate negotiations and to thereby remove transaction costs. In implementing PURPA, FERC recognized that some QF projects would be too small and have projected revenues too minimal to justify investing the upfront costs necessary to engage an attorney on an hourly basis to negotiate a QF power purchase contract. Classifying these costs as “transaction costs,” FERC determined that it was appropriate to eliminate transaction costs for a defined class of very small QFs.²⁹ Consequently, FERC mandated that QF projects sized at 100 kW or smaller would be eligible for standard contracts.³⁰ FERC discerned, however, that experience might demonstrate that this threshold was insufficient and delegated authority to state commissions to increase it.³¹ As individual states have gained greater familiarity with QF projects, many states have increased the minimal threshold. This Commission has done so in the past and is asked to do so again in this proceeding.

The evidence in this proceeding shows that market barriers other than transaction costs pose obstacles to a QF’s negotiation of a power purchase contract. In addition to transaction costs, which in economics and related disciplines are traditionally considered to encompass only those costs that are incurred to make an economic exchange, parties identified other market barriers such as asymmetric information and an unlevel playing field that obstruct the negotiation of non-standard QF contracts. Just like transaction costs, these market barriers can render certain QF projects uneconomic to get off the ground if an individual contract must be negotiated. We conclude that it is appropriate and in keeping with the general PURPA policies of this Commission and FERC to increase the eligibility threshold for standard contracts in order to overcome economic impediments created by these market barriers.

At the same time, however, we recognize a need to balance our interest in reducing these market barriers with our goal of ensuring that a utility pays a QF no more than its avoided costs for the purchase of energy. With standard contracts, project characteristics that cause the utility’s cost savings to differ from its actual avoided costs are ignored. No party presented evidence in this docket that the special characteristics of larger projects do not need to be considered in order to achieve rates that reflect actual avoided costs. Furthermore, the risk customers face because avoided costs in the future may be different from the prices paid under a standard contract (through the Fixed-Price Method, for example) is greater for a large QF than a small one.

²⁸ Order No. 91-1605, at page 2 states: “. . . [T]he transaction costs associated with negotiating a QF/utility power purchase agreement could be prohibitive for small QFs and effectively eliminate them from the marketplace. The standard rate is intended to address this concern by minimizing the transaction costs of negotiating a power purchase agreement.”

²⁹ See *supra* note 42.

³⁰ 18 C.F.R. § 292.304(c).

³¹ 18 C.F.R. § 292.304(c)(2).

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2. Resolution

We are not persuaded that it is appropriate to handle cost recovery for indexed QF payments differently than cost recovery for other energy resources. Staff's analogy to cost recovery for utility generation is an appropriate one and informs our decision. We also conclude that PacifiCorp has failed to adequately distinguish the risks associated with recovery of indexed QF payments.

To the extent that utilities desire to generally address risk mitigation methods, we advise utilities to raise such issues in dockets better suited to this discussion. For example, a proposed PCA mechanism would be best addressed as part of a general rate case proceeding. We also remind parties that a decision in Docket No. UM 1147 regarding our deferred accounting policies is currently pending and will eventually govern all applications for deferred accounting.

Hedging tools are financial instruments that can be used to reduce the risk of price volatility in certain markets. We have previously addressed the use of hedging tools to address volatility in natural gas markets in Order No. 99-272. The use of hedging instruments to mitigate risks associated with contracts that pay QFs indexed prices and the recovery of hedging costs incurred by utilities to mitigate QF contract risks were appropriately raised as issues in this proceeding. We find that such issues should be fully considered, but we do not find that a record has been sufficiently developed to allow us to do so in this order. Consequently, we direct parties to raise the issues again in the appropriate dockets, such as a general rate case or a proceeding that addresses PGE's resource valuation mechanism.

I. PRICING ADJUSTMENTS FOR STANDARD CONTRACTS

1. Parties' Positions

Perhaps in anticipation that standard rates may be made available to QFs with design capacities larger than the threshold limits that they proposed, PacifiCorp and PGE recommend that the Commission allow some standard contract pricing flexibility for certain project-specific characteristics. PacifiCorp notes that Staff agrees that parties to a standard contract may negotiate term variations. PacifiCorp recommends, however, that utilities be allowed to impose certain pricing adjustments in order to address issues that might include integration costs, debt imputation, or commercial and operational costs associated with intermittent QF resources.

Staff counters that the characteristics of a specific QF may impose costs greater or lesser than costs captured by the standard contract rate, but that on balance, the standard contract rate is deemed to provide a fair rate to QFs eligible to receive it. Staff observes that the ability of utilities to impose pricing adjustments would undermine the transparency, simplicity, timeliness and economy of a standard contracting process.

2. Resolution

In this order, we establish standard contract rates, terms and conditions that incorporate sufficient flexibility to address QF project-specific characteristics that we have deemed it appropriate to address. For example, the pricing structure we have adopted allows certain QFs to select a pricing option suitable to fuel and risk characteristics of the facility. As another example, QF pricing provides differentiation on a seasonal, as well as peak and off-peak basis. We believe further flexibility in negotiating the terms of a standard contract would fundamentally undermine the purposes and advantages of standard contracts and, therefore, deny the request by PacifiCorp and PGE for additional pricing flexibility.

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. To the extent that a party anticipated the need for flexibility with regard to a particular standard contract term or condition, the specific issue should have been raised and examined in this proceeding. It is inappropriate to request that standard contracts be subject to potential negotiation to address project-specific characteristics. In any case, we note that certain issues, such as integration costs, will likely be taken up during the second phase of this investigation when interconnection procedures and agreements will be addressed.

J. DETERMINING ELIGIBILITY TO RECEIVE A STANDARD CONTRACT

1. Parties' Positions

To be eligible to receive a standard contract, a QF must be sized at or under the 10 MW threshold we have established herein. Parties raised an issue in this proceeding regarding how the threshold is defined with regard to measuring QF eligibility. Staff recommends basing QF eligibility for standard contracts on the manufacturer's nameplate capacity for a particular facility. Staff maintains that nameplate capacity provides a clear standard that is not subject to manipulation. Staff also argues that, over the course of a year, a QF's average output will align with its nameplate rating. ICNU concurs with Staff's position, asserting that QFs may operationally fluctuate over the course of a year, but on average produce energy below the nameplate capacity.

Idaho Power contends the issue is more complicated and recommends that an alternative approach. Idaho Power also disagrees with Staff, asserting that nameplate capacity is subject to manipulation. Idaho Power initially recommended a metered energy test be applied on an hourly basis. Under this methodology, standard contract rates, terms and conditions would not apply to metered energy delivered in any month that exceeded 10,000 kWh per hour. Idaho Power ultimately recommends adoption of the monthly metered energy standard instituted by the Idaho Commission, which

From: Peter Solomon <peter@momentumre.com>
Sent: Friday, July 14, 2006 8:38 AM
To: Griswold, Bruce
Cc: bxgr@deainc.com; jessica@momentumre.com
Subject: re: Load Pocket issue

Bruce,

Thanks for the info.

Peter C Solomon
Momentum Renewable Energy
2100 SW River Parkway
Portland, OR 97201
office (503) 499-0386
mobile (503) 201-8258
peter@momentumre.com

From: "Griswold, Bruce" <Bruce.Griswold@PacifiCorp.com>
Sent: Thursday, July 13, 2006 4:42 PM
To: peter@momentumre.com
Subject: Load Pocket issue

Peter

I talked briefly with Lisa Schwartz at the OPUC. She was at a conference and would get back to me early next week with a more detailed answer but her general view was that the prices for the standard QF could not be adjusted but the prices in the non-standard QF could be adjusted to reflect the impact of transmission constraints. What she wanted to investigate Monday when she returned was how transmission costs are treated for the standard QF when there is a constraint like this. She thought there was three options:

- o Curtailment of the generation if generation exceeds load
- o QF pays for incremental transmission to move power to another location on PacifiCorp system
- o Price adjustment when PacifiCorp has to back down a lower cost resource and accept the QF power.

I should hear some more first of the week. She was also willing to have a bigger discussion once she had researched the issue.

Regards, Bruce

Bruce Griswold
PacifiCorp C&T
503.813.5218
503.813.6260 FAX
503.702.1445 CELL

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PacifiCorp C&T
 503.813.5218
 503.813.6260 FAX
 503.702.1445 CELL

From: Portouw, Jim {Mkt Affiliate}
Sent: Friday, March 09, 2007 1:45 PM
To: Griswold, Bruce {Mkt Affiliate}
Cc: Kusters, Stacey {Mkt Affiliate}; Elizeh, Edison {Mkt Affiliate}
Subject: RE: Three Mile Canyon Wind QF Power Purchase Agreements

Bruce,

To make the BPA request I will need a start date - what do you want to use? I will then request 13 MW of PTP transmission from Dalreed to Troutdale for one year. My expectation is that this will go into study and we will not know much until at least three months from now.

Jim

From: Griswold, Bruce {Mkt Affiliate}
Sent: Friday, March 09, 2007 10:00 AM
To: Portouw, Jim {Mkt Affiliate}
Cc: Kusters, Stacey {Mkt Affiliate}; Elizeh, Edison {Mkt Affiliate}
Subject: FW: Three Mile Canyon Wind QF Power Purchase Agreements
Importance: High

Jim

The Threemile Canyon Wind Projects are continuing to progress. They have finalized their project size. They have indicated that they are getting close to finalizing their interconnection agreements with Pac Trans for the two projects. As you know there is a significant load pocket issue around these projects. Oregon standard contracts do not provide for any curtailment rights in the PPA or price adjustments for transmission constraints so merchant will need to request transmission from BPA for the projects export in excess of load. Below is a revised description of the projects prepared by Threemile. Please put in a request to BPA for transmission so we will know if PTP transmission is even available, the financial impact, and schedule. Thanks.

The Threemile Canyon Wind Farm ("Wind Farm") consist of two separate community wind projects Threemile Canyon Wind I, LLC (TMCI) with 8.25 megawatts (MW) and Threemile Canyon Wind II, LLC ("TMCII" with 6.6 MWs. Both will be referred to collectively as (The Projects). The Projects are located on the property of Threemile Canyon Farms ("Farm") about 8 miles west of Boardman, Oregon. TMCI and TMCII will consist of 5 and 4 large-scale wind turbines respectively. They will share a small collector substation, and a short transmission line to an existing distribution line within the Farm boundary for interconnection to the regional electricity grid. of these facilities will be at the western edge of Morrow County, in Sections 4, 9 and 10 of T2N R23E WM. Electric power will be carried about 4 miles from the collector station to a location near PacifiCorp's Simtag substation via an overhead (above ground) three-phase distribution line at 34.5 kilovolts. The Threemile Canyon site has an extensive electric transmission and distribution system. The property is traversed by the multiple-line transmission corridor from the Columbia River and Lower Snake generation facilities to west of the Cascades, and the Boardman Generating Station adjacent to the project location. Existing facilities enable electricity to be delivered to PacifiCorp or the Bonneville Power Administration at PacifiCorp's Dalreed Substation.

Bruce Griswold
PacifiCorp C&T
503.813.5218
503.813.6260 FAX
503.702.1445 CELL

From: Portouw, Jim
Sent: Thursday, November 16, 2006 7:36 AM
To: Griswold, Bruce; _C&T PreTransaction Approval
Cc: Erb, Jeff
Subject: RE: Three Mile Canyon Wind QF Power Purchase Agreements

Transmission:

Major issue with these projects. Load pocket they are connecting to can not integrate this amount of energy. They need to acquire transmission service to Portland area (similar to Middlefork QF) or some other PacifiCorp load area that can integrate the resource. If they connect to PacifiCorp system at Dalreed they would need PacifiCorp Transmission service to BPA at Dalreed 230 kV, then BPA transmission service to Troutdale 230 KV. Alternatively they could interconnect directly with BPA in the Dalreed area and avoid the PacifiCorp Transmission service. As proposed we would need to acquire BPA transmission out of the Dalreed area for the surplus.

From: Griswold, Bruce
Sent: Tuesday, November 14, 2006 11:59 AM
To: _C&T PreTransaction Approval
Cc: Erb, Jeff
Subject: Three Mile Canyon Wind QF Power Purchase Agreements

PacifiCorp is considering the following two standard Oregon QF wind transactions with Three Mile Canyon, LLC. Projects are physically located adjacent to each other.

10MW Project

- **Buyer:** PacifiCorp
- **Seller:** Three Mile Canyon, LLC
- **POD:** Dalread Substation in eastern Oregon - Project will construct a 5 mile distribution line from PacifiCorp's Simtag line to the project.
- **Term:** December 1, 2007 through November 30, 2027
- **Product:** Wind QF energy
- **Quantity:** Nameplate capacity of 10 MW. Expected annual capacity factor of 32.4% and annual energy deliveries of 28,400 MWh
- **Price:** Price is the Oregon Schedule 37 fixed price by year for on and off-peak. Levelized price over the 20 year term is approximately \$63/MWh.
- **RECs:** Contract will explicitly state that QF will retain ownership of the RECs per Oregon Commission Order.
- **Performance:** Mechanical Availability Guarantee (MAG)
- **Agreement:** Oregon Standard QF PPA modified to include MAG
- **Credit:** Project development and default security to be calculated by credit. Momentum Renewable Energy, Inc. ("Momentum") is the developer. John Deere Credit – Wind Energy ("Deere") will be a financial and equity partner in projects developed on the Farm. Deere will participate in both projects as the lender. Deere will also participate in both projects as a tax-motivated equity partner. The current plan is for Deere to sell its equity interest to the general partners of the respective projects after: 1) the

THIS FILING IS	
Item 1: <input checked="" type="checkbox"/> An Initial (Original) Submission	OR <input type="checkbox"/> Resubmission No. _____

Form 1 Approved
 OMB No.1902-0021
 (Expires 12/31/2014)
 Form 1-F Approved
 OMB No.1902-0029
 (Expires 12/31/2014)
 Form 3-Q Approved
 OMB No.1902-0205
 (Expires 05/31/2014)



FERC FINANCIAL REPORT

FERC FORM No. 1: Annual Report of Major Electric Utilities, Licensees and Others and Supplemental Form 3-Q: Quarterly Financial Report

These reports are mandatory under the Federal Power Act, Sections 3, 4(a), 304 and 309, and 18 CFR 141.1 and 141.400. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of confidential nature

Exact Legal Name of Respondent (Company) PacifiCorp	Year/Period of Report End of <u>2012/Q4</u>
---------------------------------------------------------------	-------------------------------------------------------

Name of Respondent PacifiCorp		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) / /		End of 2012/Q4	
ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)							
If the amount for previous year is not derived from previously reported figures, explain in footnote.							
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)				
60	D. Other Power Generation						
61	Operation						
62	(546) Operation Supervision and Engineering	369,904	429,811				
63	(547) Fuel	364,507,540	367,320,902				
64	(548) Generation Expenses	17,430,953	15,368,434				
65	(549) Miscellaneous Other Power Generation Expenses	9,147,157	21,289,631				
66	(550) Rents	3,662,580	4,253,868				
67	TOTAL Operation (Enter Total of lines 62 thru 66)	395,118,134	408,662,646				
68	Maintenance						
69	(551) Maintenance Supervision and Engineering						
70	(552) Maintenance of Structures	2,291,254	2,938,948				
71	(553) Maintenance of Generating and Electric Plant	25,781,191	10,918,597				
72	(554) Maintenance of Miscellaneous Other Power Generation Plant	1,966,376	4,783,736				
73	TOTAL Maintenance (Enter Total of lines 69 thru 72)	30,038,821	18,641,281				
74	TOTAL Power Production Expenses-Other Power (Enter Tot of 67 & 73)	425,156,955	427,303,927				
75	E. Other Power Supply Expenses						
76	(555) Purchased Power	535,586,277	398,261,268				
77	(556) System Control and Load Dispatching	1,546,050	1,744,114				
78	(557) Other Expenses	62,779,248	60,776,842				
79	TOTAL Other Power Supply Exp (Enter Total of lines 76 thru 78)	599,911,575	460,782,224				
80	TOTAL Power Production Expenses (Total of lines 21, 41, 59, 74 & 79)	2,142,943,722	1,959,425,284				
81	2. TRANSMISSION EXPENSES						
82	Operation						
83	(560) Operation Supervision and Engineering	5,532,584	5,689,657				
84							
85	(561.1) Load Dispatch-Reliability						
86	(561.2) Load Dispatch-Monitor and Operate Transmission System	6,733,470	7,794,035				
87	(561.3) Load Dispatch-Transmission Service and Scheduling						
88	(561.4) Scheduling, System Control and Dispatch Services	239,500					
89	(561.5) Reliability, Planning and Standards Development	850,396	984,307				
90	(561.6) Transmission Service Studies	127,861	206,982				
91	(561.7) Generation Interconnection Studies	617,977	763,228				
92	(561.8) Reliability, Planning and Standards Development Services						
93	(562) Station Expenses	2,984,932	2,647,395				
94	(563) Overhead Lines Expenses	285,237	259,051				
95	(564) Underground Lines Expenses						
96	(565) Transmission of Electricity by Others	142,125,115	138,234,854				
97	(566) Miscellaneous Transmission Expenses	3,696,068	3,568,851				
98	(567) Rents	1,497,301	2,549,553				
99	TOTAL Operation (Enter Total of lines 83 thru 98)	164,690,441	162,697,913				
100	Maintenance						
101	(568) Maintenance Supervision and Engineering	2,486,358	2,060,726				
102	(569) Maintenance of Structures	1,145	300				
103	(569.1) Maintenance of Computer Hardware	203,102	103,365				
104	(569.2) Maintenance of Computer Software	1,001,012	1,119,442				
105	(569.3) Maintenance of Communication Equipment	3,270,838	3,356,135				
106	(569.4) Maintenance of Miscellaneous Regional Transmission Plant						
107	(570) Maintenance of Station Equipment	11,423,719	11,231,343				
108	(571) Maintenance of Overhead Lines	20,575,947	22,369,881				
109	(572) Maintenance of Underground Lines	82,622	169,531				
110	(573) Maintenance of Miscellaneous Transmission Plant	2,748,898	1,607,372				
111	TOTAL Maintenance (Total of lines 101 thru 110)	41,793,641	42,018,095				
112	TOTAL Transmission Expenses (Total of lines 99 and 111)	206,484,082	204,716,008				

TRANSMISSION OF ELECTRICITY BY OTHERS (Account 565)
 (Including transactions referred to as "wheeling")

1. Report all transmission, i.e. wheeling or electricity provided by other electric utilities, cooperatives, municipalities, other public authorities, qualifying facilities, and others for the quarter.
2. In column (a) report each company or public authority that provided transmission service. Provide the full name of the company, abbreviate if necessary, but do not truncate name or use acronyms. Explain in a footnote any ownership interest in or affiliation with the transmission service provider. Use additional columns as necessary to report all companies or public authorities that provided transmission service for the quarter reported.
3. In column (b) enter a Statistical Classification code based on the original contractual terms and conditions of the service as follows: FNS - Firm Network Transmission Service for Self, LFP - Long-Term Firm Point-to-Point Transmission Reservations. OLF - Other Long-Term Firm Transmission Service, SFP - Short-Term Firm Point-to-Point Transmission Reservations, NF - Non-Firm Transmission Service, and OS - Other Transmission Service. See General Instructions for definitions of statistical classifications.
4. Report in column (c) and (d) the total megawatt hours received and delivered by the provider of the transmission service.
5. Report in column (e), (f) and (g) expenses as shown on bills or vouchers rendered to the respondent. In column (e) report the demand charges and in column (f) energy charges related to the amount of energy transferred. On column (g) report the total of all other charges on bills or vouchers rendered to the respondent, including any out of period adjustments. Explain in a footnote all components of the amount shown in column (g). Report in column (h) the total charge shown on bills rendered to the respondent. If no monetary settlement was made, enter zero in column (h). Provide a footnote explaining the nature of the non-monetary settlement, including the amount and type of energy or service rendered.
6. Enter "TOTAL" in column (a) as the last line.
7. Footnote entries and provide explanations following all required data.

Line No.	Name of Company or Public Authority (Footnote Affiliations) (a)	Statistical Classification (b)	TRANSFER OF ENERGY		EXPENSES FOR TRANSMISSION OF ELECTRICITY BY OTHERS			Total Cost of Transmission (\$) (h)
			Megawatt-hours Received (c)	Megawatt-hours Delivered (d)	Demand Charges (\$) (e)	Energy Charges (\$) (f)	Other Charges (\$) (g)	
1	Bonneville Power Admin	FNS			6,140,993			6,140,993
2	Bonneville Power Admin	LFP	5,598,921	5,598,921	51,824,309			51,824,309
3	Bonneville Power Admin	NF	242,533	242,533		1,049,643		1,049,643
4	Bonneville Power Admin	OLF	2,639,814	2,836,843	30,866,085		98,317	30,964,402
5	Bonneville Power Admin	OS	27,680	27,680	11,900	83,427	4,716,140	4,811,467
6	Bonneville Power Admin	OS						
7	Bonneville Power Admin	SFP	418,209	418,209		2,161,891		2,161,891
8	CA Ind Sys Oper Corp	AD				11,845	143,654	-131,809
9	CA Ind Sys Oper Corp	OS					746,138	746,138
10	CA Ind Sys Oper Corp	SFP	288,908	288,908		1,954,627		1,954,627
11	Deseret Gen & Trans	AD	955	955	-10,841			-10,841
12	Deseret Gen & Trans	LFP	241,736	241,736	4,554,688			4,554,688
13	Deseret Gen & Trans	NF	270,268	270,268	1,908,383			1,908,383
14	El Paso Electric Co.	NF	330	330	250			250
15	El Paso Electric Co.	OS					32	32
16	Flathead Elect Coop Inc	AD					7,511	7,511
	TOTAL		15,224,309	15,633,061	116,058,925	5,457,822	20,608,368	142,125,115

UM 1610/PacifiCorp

March 8, 2013

Threemile Canyon Wind Data Request 1.19

Threemile Canyon Wind Data Request 1.19

Provide the names and locations, including the name(s) of the transmission owner and/or transmission operator of the transmission/distribution system to which it is interconnected, of wind-powered generating facilities owned by PacifiCorp, and/or affiliates of PacifiCorp, in the western interconnection.

Response to Threemile Canyon Wind Data Request 1.19

The Company objects to this request with respect to its application to affiliates of PacifiCorp because this aspect of the request is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, the Company responds as follows: No affiliate of PacifiCorp owns wind-powered generating facilities in the western interconnection that are included in PacifiCorp customer rates.

With respect to wind-powered generating projects owned by PacifiCorp that are included in customer rates; the Leaning Juniper I and Goodnoe Hills wind projects are interconnected to the transmission system owned by the Bonneville Power Administration (BPA).

UM 1610/PacifiCorp
March 8, 2013
Threemile Canyon Wind Data Request 1.20

Threemile Canyon Wind Data Request 1.20

For each generating facility identified in 1.19 above that is interconnected to the transmission/distribution system of an owner and/or operator other than PacifiCorp:

- (a) Identify whether energy from the facility is being used to serve Pacific Power customers.
- (b) Identify whether such facility is in Pacific Power's rate base, or in the event the facility is too new to have been specifically identified in rate base, whether Pacific Power will attempt to place it in rate base at some future time.
- (c) Identify whether payments to others for transmission service related to such facility is being recorded in PacifiCorp and/or Pacific Power's expense accounts under Transmission of Electricity by Others (FERC Account 565). If not Account 565, then under what other FERC account.
- (d) If energy is being used to serve Pacific Power customers (see 2.a. above), identify the transmission service contract under which such energy is delivered to PacifiCorp load, identify which footnote it relates to on any page numbered in the 450 pages.

Response to Threemile Canyon Wind Data Request 1.20

- (a) Energy from both Leaning Juniper 1 and Goodnoe Hills is used to serve PacifiCorp customers.
- (b) The wind-powered generating projects, Leaning Juniper I and Goodnoe Hills, identified in the Company's response to Threemile Canyon Wind 1.19 are included in rate base.
- (c) Payments to others for transmission service are recorded in PacifiCorp's expense accounts under Transmission of Electricity by Others (FERC Account 565).
- (d) For PacifiCorp customers in California, Oregon and Washington:

The following deliveries are made under PacifiCorp Point-To-Point (PTP) Transmission Service Agreement 11722 with the Bonneville Power Administration (BPA):

- Leaning Juniper 1 to the Yakima area.
- Goodnoe Hills to the Mid-Columbia.
- Mid-Columbia to the Portland area.
- Mid-Columbia to the Southern Oregon Northern California area.
- Mid-Columbia to the Willamette Valley area.

UM 1610/PacifiCorp
March 8, 2013
Threemile Canyon Wind Data Request 1.20

The following deliveries are made under PacifiCorp Network Integration Transmission Service Agreement 14534 with BPA:

- Mid-Columbia to the Bandon area.
- Mid-Columbia to the Coos area.
- Mid-Columbia to the Dallas area.
- Mid-Columbia to the Gordon Hollow area.
- Mid-Columbia to the Hazelwood area.
- Mid-Columbia to the Klondike area.
- Mid-Columbia to the Lincoln City area.
- Mid-Columbia to the Pendleton area.
- Mid-Columbia to the Santiam area.
- Mid-Columbia to the Yakima area.

Neither contract is related to a footnote in the Company's FERC Form 1.

137 FERC ¶ 61,199
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Jon Wellinohoff, Chairman;
Philip D. Moeller, John R. Norris,
and Cheryl A. LaFleur.

Entergy Services, Inc.

Docket Nos. ER05-1065-011
OA07-32-008

ORDER ON COMPLIANCE FILING

(Issued December 15, 2011)

	<u>Paragraph Numbers</u>
I. Background	3.
A. ICT Proposal Proceeding	5.
B. Order No. 890 Proceeding	8.
II. Notice of Filing and Responsive Pleadings	11.
III. Discussion	14.
A. Procedural Matters	15.
B. Requests for Commission Guidance	16.
1. Unscheduled QF Energy Issues	17.
2. Modeling Shortfalls in Load-Serving Entity Network Resource Designations in the AFC Study Horizon	59.
C. Compliance with ICT Approval Order and Order No. 890	74.
1. Compliance with Order No. 890 <i>Pro Forma</i> OATT	77.
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2.1 Attachments C, D, and E Descriptions of the Division of Responsibilities Between Entergy and the ICT	86.
2.2 Attachment C (Methodology To Assess Available Transfer Capability)	104.
2.3 Attachment D (Methodology for Completing A System Impact Study)	229.
2.4 Attachment E (Transmission Service Request Criteria)	362.
2.5 Attachment T (Recovery of New Facilities Costs and Planning Redispatch Costs for Long-Term Services)	414.

1. On April 3, 2009, Entergy Services, Inc. (Entergy) submitted proposed revisions to Attachment C (Methodology To Assess Available Transfer Capability), Attachment D (Methodology For Completing A System Impact Study), and Attachment E (Transmission Service Request Criteria) (collectively known as the Criteria Attachments)

51. In response to Entergy's statement that considering unscheduled QF energy in short-term transmission models may prohibit QFs from making sales to other parties, as permitted under PURPA, we find that such inclusion in short-term transmission models should not unreasonably restrict third-party sales from QFs. Certainly Entergy's operations will require that, after a reasonable minimum lead-time period has expired, a modeled transaction cannot be "backed out," as Entergy claims. However, such treatment should not put QFs at a disadvantage to any similarly situated transmission customer. In particular, the process Entergy would need to go through to "back-out" assumptions about a QF serving its load appears to be functionally equivalent to a process that utilities were directed in Order No. 890 to provide for network resources seeking to make third-party sales. The Commission established in Order No. 890 that a network customer is able to simultaneously request both a temporary undesignation of a network resource and transmission service for a related third-party sale, and that the two requests should be evaluated as a single request, and approved or disapproved as such.⁵² The Commission further directed transmission providers, working through NAESB, to develop business standards describing the procedures for submitting and processing such requests.⁵³ Entergy should be able to "back-out" unscheduled QF energy using similar procedures to those ordered in Order No. 890, and the relevant scheduling deadlines that Entergy imposes for "backing-out" unscheduled QF energy should be the same as they are in Entergy for network resources.

ii. **Curtailment Priority for Unscheduled QF Energy Deliveries**

52. Regarding which curtailment priority Entergy is to apply to deliveries of unscheduled QF energy, we find that Entergy's statutory obligation to purchase unscheduled QF energy is not subordinate to tariff considerations. Except in certain limited circumstances, Entergy is obligated under federal law to purchase unscheduled QF energy. Once that energy is purchased, it is Entergy's responsibility to deliver that energy to its load (or otherwise manage the energy). Curtailing unscheduled QF energy output along with non-firm, secondary network service is inconsistent with Entergy's obligations under PURPA.

⁵² Order No. 890, FERC Stats. and Regs. ¶ 31,241 at P 1541.

⁵³ *Id.*

53. Exceptions to the statutory QF purchase obligation are limited. First, a utility can be relieved of its QF purchase obligation under section 210(m) of PURPA, 16 U.S.C. § 824a-3(m) (2006). This provision is not at issue here, as Entergy has not claimed relief under section 210(m), nor filed a petition seeking relief.⁵⁴

54. Second, section 304(f)(1) of the Commission's PURPA regulations, 18 C.F.R. § 292.304(f)(1), provides, with certain limitations, that a utility is not required to purchase unscheduled QF energy "during any period during which, due to operational circumstances, purchases from qualifying facilities will result in costs greater than those which the utility would incur if it did not make such purchases, but instead generated an equivalent amount of energy itself." Entergy argues that this provision entitles it to curtail unscheduled QF energy purchases whenever Entergy has exhausted the cost-neutral redispatch options available to accommodate the purchase. However, section 292.304(f) provides for a far more limited exception to the PURPA purchase obligation than Entergy claims.

55. In Order No. 69, which implemented section 304(f), the Commission stated that that section was intended to deal with a certain condition which can occur during light loading periods, in which a utility operating only base load units would be forced to cut back output from the units in order to accommodate the unscheduled QF energy purchases.⁵⁵ The Commission stated that such base load units might not be able to later increase their output levels rapidly when the system demand later increased, resulting in the utility needing to rely upon less efficient, higher cost units.⁵⁶ Section 304(f), when read in conjunction with the relevant explanation in Order No. 69, applies only to such low loading scenarios, and cannot be relied upon to curtail purchases of unscheduled QF energy for general economic reasons.

56. Many avoided cost rates are calculated on an average or composite basis, and already reflect the variations in the value of the purchase in the lower overall rate. In

⁵⁴ Section 310 of the Commission's PURPA regulations, 18 C.F.R. § 292.310, implements section 210(m) of PURPA, setting out the process by which an electric utility seeking termination of its QF purchase obligation must file a petition and make a showing that it provides nondiscriminatory access to markets as described in section 210(m).

⁵⁵ Order No. 69, FERC Stats. & Regs. ¶ 30,128 at 30,870, 30,886 (1980).

⁵⁶ *Id.* at 30,886.

such circumstances, the utility is already compensated, through the lower rate it generally pays for unscheduled QF energy, for any periods during which it purchases unscheduled QF energy even though that energy's value is lower than the true avoided cost. On the other hand, for avoided cost rates that are determined in real-time, such avoided costs adjust to reflect the low (or zero or negative) value of the unscheduled QF energy, allowing the QF to make its own curtailment decisions. In neither case is the utility authorized to curtail the QF purchase unilaterally.

57. Third, section 307(b) of the Commission's PURPA regulations, 18 C.F.R. § 292.307(b), provides that a utility may, during a system emergency, discontinue purchases from a QF if such purchases would contribute to such emergency. Section 101(b)(4) of the Commission's PURPA regulations, 18 C.F.R. § 292.101(b)(4), defines "system emergency" as "a condition on a utility's system which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property." Contrary to Entergy's claim, our acceptance in the *GOL Order* of Entergy's proposed use of the term "compromised" did not lower the standard or increase the scope of the definition of "system emergency" in section 101(b)(4). To the contrary, our intent was to affirm the existing PURPA regulations and definitions.⁵⁷

58. Accordingly, we find that Entergy's proposal to curtail unscheduled QF energy on the same basis as non-firm, secondary network service is not consistent with Entergy's obligations under PURPA.

⁵⁷ See *GOL Order*, 102 FERC ¶ 61,281 at P 61-62:

Entergy states that Attachment Q [governing the GOL system] will permit owners to "put" their power to Entergy without regard to the GOL applicable to the QF. Entergy's proposed GOL will not apply to PURPA puts of power from QFs interconnected with Entergy's transmission grid to Entergy and a QF will be permitted to put its output to Entergy for purchase at Entergy's avoided costs in excess of the QF's GOL as long as the reliability of the system is not compromised (*See* 18 C.F.R. §§ 292.304(f), 292.307(b), 292.308 (2002)) and the cost of accepting the energy is not greater than if Entergy had generated the energy itself. . . . We accept Entergy's clarification with the proviso that Entergy's obligation under PURPA is to take the energy at its avoided costs which is defined as: "The incremental costs . . . such utility would generate itself or purchase from another source."

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served the foregoing **THREEMILE CANYON WIND I, LLC's CROSS-EXAMINATION EXHIBITS** via electronic mail and, where paper service is not waived, via postage-paid first class mail upon the following parties of record:

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/s/ Richard Lorenz

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