

**BEFORE THE PUBLIC UTILITY COMMISSION**

**OF OREGON**

**UM 1967**

SANDY RIVER SOLAR, LLC

Complainant,

vs.

PORTLAND GENERAL ELECTRIC  
COMPANY

Defendant.

**OPENING TESTIMONY OF**

**JEREMY GOERTZ**

**ON BEHALF OF**

**SANDY RIVER SOLAR, LLC**

**February 7, 2019**

1 **I. INTRODUCTION**

2 **Q. Mr. Goertz, please state your name and business address.**

3 **A.** My name is Jeremy Goertz. I am the Managing Director of SunGrid Solutions  
4 Inc. (“SunGrid ”). My business address is 11 Chase Cr., Cambridge, Ontario, N3C  
5 0C3.

6 **Q. Please describe your background and experience.**

7 **A.** I am a trained Professional Engineer with a Masters in Business Administration  
8 and a Project Management Professional designation that has spent the last 11  
9 years of my career working with power projects. Having worked within the  
10 consulting industry much of my time was dedicated to interfacing with utilities to  
11 determine optimal solutions for design and construction of power projects. I have  
12 worked on solar, gas generation, wind and battery energy storage projects  
13 connected at voltages from 480V up to 230kV. My roles have varied from  
14 Project Engineer, Construction Manager to Construction and Project Management  
15 Executive and I have worked with a variety of utilities throughout North America  
16 and abroad including Hydro One Networks Inc., PacifiCorp, Alectra, Four  
17 Counties EMC, Duke, TEDAS (Turkey) and BELCO (Bermuda). My most recent  
18 relevant experiences involve 2 – 10 megawatt (“MW”) solar projects connected  
19 within PacifiCorp territory located east of the cascades. These projects are  
20 operational, my role on these projects was as Construction Executive. I have been  
21 responsible for the contracting and construction of utility interconnection facilities  
22 constructed under third party contestation and directly with utility construction  
23 staff.

1 **Q. On whose behalf are you appearing in this proceeding?**

2 **A.** Sandy River Solar, LLC.

3 **Q. How is your testimony organized?**

4 **A.** My testimony first reviews the level of detail provided by Portland General  
5 Electric Company (“PGE”) in its interconnection studies as compared to what I  
6 have seen from other utilities. Then I review the specific interconnection  
7 requirements indicated in PGE’s studies and whether other utilities I have worked  
8 with would allow a third-party contractor hired by the interconnection customer to  
9 construct those types of facilities. I conclude that it would be reasonable for PGE  
10 to allow a third-party contractor to complete some of the work and unreasonable  
11 for PGE to simply refuse to allow an interconnection customer to hire a third-  
12 party contractor regardless of the reasonableness of the request.

13 **II. SANDY RIVER SOLAR INTERCONNECTION**

14 **Q. What documents have you reviewed in the preparation of your testimony?**

15 **A.** I reviewed the System Impact Study, Facility Study, and revised Facility Study  
16 prepared by PGE for the Sandy River Solar project. I also reviewed the Sandy  
17 River’s Complaint and PGE’s Answer.

18 **Q. Please indicate if the level of detail in PGE’s studies is consistent with that of**  
19 **other utilities.**

20 **A.** It is not. Other utilities typically provide greater detail. A breakdown is typically  
21 provided in greater detail including lengths of cable run, style of conductor  
22 required, communication upgrades required that allow for the user to adequately  
23 asses the nature of the work in order to determine suitability against an investment  
24 being made. Beyond the assessment for investment, there is generally an

1 available option to contest portions of work that the utility is planning to self-  
2 perform. This may be done based on the cost or timeline requirements for a  
3 facility to be connected. Based on the provided information I do not think the  
4 level of specificity is sufficient to provide an adequate assessment of the  
5 investment. It does appear that the overall amount indicates that the work  
6 required is not extensive but the detail required to assess other elements of the  
7 investment including timelines is insufficient.

8 **III. THIRD-PARTY CONTRACTING**

9 **Q. What work have you seen on other projects that is allowable to be performed**  
10 **by third-party contractors?**

11 **A.** Generally, utilities allow and sometimes prefer that an interconnection hire a  
12 third-party contractor in certain circumstances. When deciding what work that  
13 the utility will allow a third-party contractor to perform, there are two key  
14 concerns for any subcontracted work: safety and system function. It is common  
15 to see a utility that has a competent and capable work force take responsibility for  
16 items that they feel might endanger either of these two items. Any work on or  
17 around live equipment comes with an elevated risk to safety and system function.  
18 Coordination and planning are key areas where the utility and any subcontracted  
19 party either internally or through third party must coordinate. Generally, utilities  
20 have an effective process for bringing and allowing subcontractors to participate  
21 on work where workplace health and safety policies apply, these would align with  
22 codes and standards anticipated to be followed by any individual working on  
23 specific equipment.

1 **Q. Does the dismissal of third party involvement in work on PGE assets seem**  
2 **reasonable?**

3 A categorical denial to allow any third party involvement in installation of PGE  
4 infrastructure seems impractical and could impose an overly burdensome  
5 requirement and even potentially a risk to safety and/or system function. In  
6 addition, it is likely that there have been periods in the past where PGE itself has  
7 required additional support and has brought in outside contractors (storms,  
8 emergency events, or large capital improvement projects), in the event that they  
9 have not used outside contractors the efficacy of delivery of service and the  
10 aforementioned risk to both safety and system function should be assessed  
11 alongside the cost of delivery of these services to the rate base. A utility's role is  
12 to protect the public and ensure continued operations of life, safety, and  
13 infrastructure while ensuring a reasonable and cost effective approach to delivery  
14 of such services. Workload planning requires the involvement of many different  
15 trades and subtrades all who must work in and around PGE owned equipment and  
16 must be adequately trained to complete the required tasks.

17 **Q. Is there work identified within the Sandy River project that you would**  
18 **anticipate not being performed by a subcontractor?**

19 **A.** Having reviewed the limited scope information available it does appear that some  
20 of the work on PGE infrastructure could be performed by third party. This would  
21 include the communications work necessary from the substation to the site. If a  
22 point-to-point method of communication were used two poles and dishes would  
23 be used which is an alternative to the more generally used fiber communication,  
24 but it would allow for nearly all of the work to happen without interference to the

1 PGE system. The lack of description of work and procedure for accomplishing  
2 the work make it impossible to fully assess the options that may be available;  
3 however, identified requirements lead me to believe that it would be reasonable  
4 for a third party contractor to be hired to accomplish some of the work required  
5 by PGE.

6 **IV. CONCLUSION**

7 **Q. In closing do you feel that the approach taken by PGE follows industry**  
8 **accepted best practice?**

9 **A.** No. I don't feel that this process follows industry accepted best practices. It is  
10 evident to myself that the process lacks in two areas. First, PGE has not  
11 communicated sufficient information to the potential client. In many situations, I  
12 would anticipate that at this stage in the interconnection process, the utility would  
13 have provided a significantly greater amount of detail in order to allow for options  
14 to be considered. For example, there are a number of ways to complete transfer  
15 trip communication either by new-wire, by dark unused fiber or by direct point-  
16 to-point communication, and it is not possible to explore alternatives where the  
17 details are not provided. Additionally reference is made to shared upgrades by  
18 other parties higher in the queue and the details of the shared infrastructure are not  
19 provided as part of due course. Second, PGE's categorical denial of subcontractor  
20 support on PGE infrastructure from a third party seems to be unreasonable and  
21 inefficient in that it creates an inability for PGE to effectively balance its  
22 workload and potentially see savings to the infrastructure system. If PGE had  
23 given access to a rigid protocol for third-party contractors instead of the

1 categorical denial it could utilize these protocols and procedures to guide any  
2 third-party subcontractor to ensure that work is accomplished in accordance with  
3 PGE requirements.

4 **Q. Does this conclude your testimony?**

5 **A.** Yes.