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April 3, 2020

*Via Electronic Mail*

David White  
Assistant General Counsel  
Portland General Electric Company  
121 SW Salmon Street, 1WTC1301  
Portland, Oregon 97204  
david.white@pgn.com  
Copy to: pge.opuc.filings@pgn.com

Re: UM 2060 – Community Renewable Energy Association’s First Set of Data Requests to  
Portland General Electric Company

Dear Mr. White:

Please see the attached data requests with regard to the above-referenced docket. Please use the definitions and instructions provided with the data requests and contact me if you have any questions or require any clarifications.

Thank you for your prompt attention to this request.

Sincerely,

*s/ Gregory M. Adams*

Gregory M. Adams  
Attorney for the Community Renewable Energy  
Association

cc: OPUC UM 2060 service list (e-mail only)

## DEFINITIONS

For the purposes of these requests, the following words have the following meanings:

1. “Documents” refers to all writings and records of every type in your possession, control, or custody, whether or not claimed to be privileged or otherwise excludable from discovery, including but not limited to: testimony and exhibits, memoranda, papers, correspondence, letters, reports (including drafts, preliminary, intermediate, and final reports), surveys, analyses, studies (including economic and market studies), summaries, comparisons, tabulations, bills, invoices, statements of services rendered, charts, books, pamphlets, photographs, maps, bulletins, corporate or other minutes, notes, diaries, log sheets, ledgers, transcripts, microfilm, microfiche, computer data (including E-mail), computer files, computer tapes, computer inputs, computer outputs and printouts, vouchers, accounting statements, budgets, work papers, engineering diagrams (including “one-line” diagrams), mechanical and electrical recordings, telephone and telegraphic communications, speeches, and all other records, written, electrical, mechanical, or otherwise, and drafts of any of the above.

“Documents” includes copies of documents, where the originals are not in your possession, custody or control.

“Documents” includes every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original or any other copy.

“Documents” also includes any attachments or appendices to any document.

2. “Identification” and “identify” mean:  
When used with respect to a document, stating the nature of the document (e.g., letter, memorandum, minutes); the date, if any, appearing thereon; the date, if known, on which the document was prepared; the title of the document; the general subject matter of the document; the number of pages comprising the document; the identity of each person who wrote, dictated, or otherwise participated in the preparation of the document; the identity of each person who signed or initiated the document; the identity of each person to whom the document was addressed; the identity of each person who received the document or reviewed it; the location of the document; and the identity of each person having possession, custody, or control of the document.

When used with respect to a person, stating his or her full name; his or her most recently known home and business addresses and telephone numbers; his or her present title and position; and his or her present and prior connections or associations with any participant or party to this proceeding.

3. “Portland General Electric Company” or “PGE” refers to Portland General Electric Company, any affiliated company, or any officer, director or employee, or any affiliated company.

4. “Person” refers to, without limiting the generality of its meaning, every natural person, corporation, partnership, association (whether formally organized or ad hoc), joint venture, unit operation, cooperative, municipality, commission, governmental body or agency, or any other group or organization.
5. “Studies” or “study” includes, without limitation, reports, reviews, analyses and audits.
6. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of this discovery any information or documents which might otherwise be considered to be beyond their scope.
7. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, whenever appropriate in order to bring within the scope of this discovery request any information or documents which might otherwise be considered to be beyond their scope.
8. “Work papers” means documents that show the source, calculations, and details supporting the material referenced in the data request.

### INSTRUCTIONS

1. These requests call for all information, including information contained in documents, which relate to the subject matter of the Data Request and which is known or available to you.
2. Where a Data Request has a number of separate subdivisions or related parts or portions, a complete response is required to each such subdivision, part or portion. Any objection to a Data Request should clearly indicate the subdivision, part, or portion of the Data Request to which it is directed.
3. Each response should be furnished on a separate page. In addition to hard copy, electronic versions of the document, including studies and analyses, must also be furnished if available.
4. If you cannot answer a Data Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the Data Request in full, and state what information or knowledge you have concerning the unanswered portions.
5. If, in answering any of these Data Requests, you feel that any Data Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using in responding to the Data Request.

6. If a document requested is unavailable, identify the document, describe in detail the reasons the document is unavailable, state where the document can be obtained, and specify the number of pages it contains.
7. If you assert that any document has been destroyed, state when and why it was destroyed and identify the person who directed the destruction. If the document was destroyed pursuant to your document destruction program, identify and produce a copy of the guideline, policy, or company manual describing such document destruction program.
8. If you refuse to respond to any Data Request by reason of a claim of privilege, confidentiality, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond, identify each such document, and specify the number of pages it contains. Please provide: (a) a brief description of the document; (b) date of document; (c) name of each author or preparer; (d) name of each person who received the document; and (e) the reason for withholding it and a statement of facts constituting the justification and basis for withholding it.
9. Identify the person from whom the information and documents supplied in response to each Data Request were obtained, the person who prepared each response, the person who reviewed each response, and the person who will bear ultimate responsibility for the truth of each response.
10. If no document is responsive to a Data Request that calls for a document, then so state.
11. These requests for documents and responses are continuing in character so as to require you to file supplemental answers as soon as possible if you obtain further or different information. Any supplemental answer should refer to the date and use the number of the original request or subpart thereof.
12. Whenever these Data Requests specifically request an answer rather than the identification of documents, the answer is required and the production of documents in lieu thereof will not substitute for an answer.
13. To the extent that the Company believes it is burdensome to produce specific information requested, please contact counsel for CREA to discuss the problem prior to filing an answer objecting on that basis to determine if the request can be modified to pose less difficulty in responding.
14. To the extent the Company objects to any of the requests please contact counsel for CREA to determine if the request can be modified to produce a less objectionable request.

## DATA REQUESTS

1. Reference PGE’s proposed Schedule 201 Sheet 201-19, proposing an “AS-AVAILABLE RATE” described as follows:

The As-Available Rate is an hourly market-based price applicable to non-firm QF energy deliveries, including energy deliveries above contract commitment. The As-Available Rate will be based on the Western Energy Imbalance Market (EIM) hourly price for the Load Aggregation Point (LAP) for the PGE Balancing Authority Area (BAA). In the event EIM pricing is no longer available, PGE and the Seller agree to select an alternative successor representative of a market based non-firm energy delivery price.

- a. With respect to the EIM pricing mechanism described above, does the EIM provide a unique price on a daily, hourly, or sub hourly basis? If sub hourly, provide the shortest time increments for which a unique price is provided (e.g., five-minute price, 15-minute price, 30-minute price, or some other increment).
  - b. Does PGE propose to pay affected QFs a unique price for each day, each hour, or each sub hour increment? If increments are sub hourly, provide the increment PGE proposes to use (e.g., five-minute price, 15-minute price, 30-minute price, or some other increment). Why is this level of detail not explained in the proposed Schedule 201?
  - c. Does PGE have access to metering equipment that provides a unique generation data for all QFs down to the hourly or sub hourly basis? If not, identify the shortest increment of generation data available to PGE for all QFs.
  - d. If PGE proposes to use sub hourly pricing increments, explain how PGE would implement sub hourly pricing increments for QFs that deliver from off-system that use hourly block scheduling. Does PGE propose to allow such QFs to use intrahour scheduling and if not, why not?
  - e. PGE’s proposed language quoted above states the as-available rate paid to the QF “will be based on” the referenced EIM prices. Please explain any differences between the prices supplied by the EIM and the prices PGE proposes to pay to the QF and explain where the proposed Schedule 201 sufficiently explains any such pricing calculation adjustments.
2. Reference PGE’s proposed Schedule 201 Sheet 201-19, proposing an “AS-AVAILABLE RATE” described as follows:

The As-Available Rate is an hourly market-based price applicable to non-firm QF energy deliveries, including energy deliveries above contract commitment. The As-Available Rate will be based on the Western Energy Imbalance Market (EIM) hourly price for the Load Aggregation Point (LAP) for the PGE Balancing Authority Area (BAA). In the event EIM pricing is no longer available, PGE and the Seller agree to select an alternative successor representative of a market based non-firm energy delivery price.

- a. Provide a two-year back cast of the referenced prices that PGE proposes to use and explain any calculation adjustments made to the raw prices supplied by the EIM.
  - b. Provide a two-year back cast of the ICE Mid-C Index Prices as defined in PGE's Schedule 201 at Sheet 201-23.
3. Reference OAR 860-029-0080(4), providing: Each public utility contracting to purchase nonfarm energy from a qualifying facility under OAR 860-029-0040(3)(a) must file with the Commission each quarter its non-firm energy avoided cost.
  - a. Please provide all quarterly non-firm avoided cost filings made by PGE in the past three years.
  - b. If no such filing has been made, please explain how PGE is in compliance with the referenced rule.
4. PGE's transmittal letter in this docket relies on Order No. 07-360 but does not identify any previously approved method of calculating PGE's as-available or non-firm avoided cost rate after the issuance of Order No. 07-360. Isn't it true that PGE made quarterly non-firm avoided cost rate filings at times since 2007, including in quarterly non-firm rate filings Docket No. UM 1561? Aside from Docket No. UM 1561, please provide all as-available or non-firm avoided cost rate proposals made by PGE and approved by the Commission since issuance of Order No. 07-360.
5. Reference Docket No. UM 1561, titled "In the Matter of PORTLAND GENERAL ELECTRIC COMPANY Quarterly Non-Firm Avoided Cost Rates."
  - a. Does PGE agree that the rates proposed in this docket and approved by the Commission orders therein were intended to comply with OAR 860-029-0080(4) and represented the as-available or non-firm rates described in OAR 860-029-0040(3)(a)? If no, please explain the purpose of the rates approved in Docket No. UM 1561.
  - b. Explain the method used by PGE to calculate non-firm avoided cost rates approved by the Commission in Docket No. UM 1561, including discussion of the source of any forward price curves used, market hubs used, any discounts to a day-ahead firm price used, or other components to calculate the quarterly non-firm rate. If more than one method was used over time, please explain each method and the timeframe in which the method was used.
  - c. Please confirm that the as-available/non-firm rates approved in this docket were a fixed rate that would be paid to the QF for the entire quarter of the year and not a variable rate that change from day to day. If not confirmed, please explain the response and how frequently the rates were updated.
  - d. Given that the Commission formerly approved a method for PGE to implement non-firm avoided cost rates, please explain why PGE did not identify or discuss this method in its application in this Docket No. 2060.
6. Reference PGE's proposed Schedule 201 at Sheet 201-4, stating:

~~The Excluding deliveries above the nameplate capacity in any hour, the~~ Company will pay the Seller either the Off-Peak Standard Avoided Cost pursuant to Tables 1b, 2b, or 3b or the Off-Peak Renewable Avoided Costs pursuant to Tables 4b, 5b, or 6b for: (a) all Net Output delivered prior to the Commercial Operation Date; (b) all Net Output deliveries greater than Maximum Net Output in any PPA year; (c) any generation subject to and as adjusted by the provisions of Section 4.3 of the Standard PPA; and (d) Net Output delivered in the Off-Peak Period; and (e). The Company will pay the Seller the As-Available Rate for deliveries above the nameplate capacity in any hour. The Company will pay the Seller either the On-Peak Standard Avoided Cost pursuant to Tables 1a, 2a, or 3a or the On-Peak Renewable Avoided Costs pursuant to Tables 4a, 5a, or 6a for all other Net Output. (See the PPA for defined terms.)

(Alterations proposed by PGE in underline and strikethrough.)

- a. Please explain how this new proposal to pay the newly proposed as-available price for excess energy deliveries exceeding the QF's nameplate capacity complies with the following directive in Order No. 07-360 at page 4: "deliveries above the QF's nameplate rating solely for the purpose of accommodating hourly scheduling in whole megawatts by a third party transmission provider do not constitute 'excess energy.'"
- b. Does PGE agree that it must pay the full long-term avoided cost rates for on-peak and off-peak power reflected in the applicable rate tables of Schedule 201 (Tables 1a-6b) for deliveries in excess of nameplate capacity made by an off-system QF for the purpose of accommodating hourly scheduling in whole megawatts? If yes, why doesn't PGE's proposed Schedule 201 say so.
- c. Has PGE ever paid a price other than normally applicable price in the rate tables in Schedule 201 (Tables 1a-6b) for deliveries from an off-system QF in excess of nameplate capacity? If yes, please identify all such instances and explain the circumstances and reason PGE believed it had the right to pay a reduced price for deliveries in excess of nameplate capacity.