
PUBLIC UTILITIES - OREGON

Portland General Electric Company v. Alfalfa Solar I, LLC

Court of Appeals of Oregon - January 5, 2023 - P.3d - 323 Or.App. 531 - 2023 WL 107425

Group of renewable-energy-generating facilities sought review of a final order from the Public Utilities Commission (PUC), which resolved a dispute about meaning of provision contained in power purchase agreements (PPAs) in favor of public utility.

The Court of Appeals held that:

- PUC had authority to review public utility's complaint regarding dispute about meaning of provision contained in PPAs, and
- Provision in PPAs providing for a 15-year term during which a "qualifying facility" was entitled to fixed-price term started on date of contract execution, rather than date qualifying facility first delivered power.

Public Utilities Commission (PUC) had jurisdiction to resolve public utility's complaint regarding its dispute with group of renewable-energy-generating facilities about meaning of provision contained within power purchase agreements (PPAs) under statute providing that any person may file complaint with PUC against any person whose business or activities were regulated or enforced by PUC; renewable-energy-generating facilities fell within statutory definition of "persons," their actives as "qualifying facilities" for purposes of the Public Utility Regulatory Policies Act (PURPA) were regulated by the PUC, and nothing in statute limited its application to complaints against public utilities or entities subject only to ongoing regulation by the PUC.

Provision in purchase power agreements (PPAs) providing for a 15-year period during which a "qualifying facility" for purposes of the Public Utility Regulatory Policies Act (PURPA) was entitled to a fixed-price term started on date of contract execution, rather than on date qualifying facility first delivered power; PPAs unambiguously provide that a PPA between public utility and qualifying facility could have a term extending from one to 20 years, but that such term started on date of contract execution, provided that a fixed price option was available only for first 15 years of that term, and that for a contract with a term that is longer than 15 years, fixed price was available only for first 15 years.

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