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June 17, 2013

Via Electronic Filing and U.S. Mail

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

RE: UM 1610 – INVESTIGATION INTO QUALIFYING FACILITY CONTRACTING AND PRICING.

Attention Filing Center:

Enclosed for filing in the above-captioned docket is an original and one copy of Portland General Electric Company's **Post-hearing Brief**. An electronic copy of this filing is also being filed with the Filing Center and electronically served upon the UM 1610 Service List.

Thank you in advance for your assistance.

Sincerely,

J. Richard George
Assistant General Counsel

JRG: ncm
Enclosures
cc: UM 1610 Service List

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 1610

In the Matter of PUBLIC UTILITY COMMISSION OF OREGON Investigation into Qualifying Facility Contracting and Pricing.	))))))))	POST-HEARING BRIEF OF PORTLAND GENERAL ELECTRIC

I. Introduction and Summary

Portland General Electric Company ("PGE") continues to support the policy positions as set forth in its pre-hearing memorandum and testimony. Attached is an excerpt from PGE's Reply Testimony that succinctly summarizes our positions. This brief focuses on specific related legal issues. Accordingly, this brief will address: 1) the consistency of PGE's proposal on the use of the seven adjustment factors with The Public Utility Regulatory Policies Act of 1978 ("PURPA"); 2) legal support for Staff's proposal regarding capacity and integration pricing adjustments; 3) a discussion that while levelization may be allowed, it should not be adopted because it imposes unreasonable risk on utility customers and is not in the public interest; 4) legal support for PGE's proposal regarding legally enforceable obligations ("LEOs"); and 5) confirming that changes stemming from this docket, including changes to the Mechanical Availability Guarantee, may not be applied retroactively to reform existing contracts. We identify the specific issues, as identified in the issues list, to which these discussions apply.

II. Background

PURPA and corresponding Oregon statutes were enacted to help encourage development of cogeneration and small power production, including renewable energy. (*See* Or. Rev. Stat. §758.505-.555; PURPA Section 210). Key to this goal, however, was ensuring that utility customers' interests were balanced with these objectives. While PURPA provides that utilities must purchase power from Qualifying Facilities that deliver their net output to utilities, the customers are protected by not having to pay more than avoided cost, or "the incremental cost to an electric utility of electric energy or energy and capacity that the utility would generate itself or purchase from another source but for the purchase from a Qualifying Facility." Or. Rev. Stat. §758.505(1); *see also* 16 U.S.C. §824a-3(b) (Rates may not exceed the "incremental cost to the electric utility of alternative electric energy."). The Federal Energy Regulatory Commission ("FERC") rules implementing PURPA explain that rates for purchases must "be just and reasonable to the electric consumer of the electric utility and in the public interest." 18 CFR §292.304(a).

The US Supreme Court suggested that the concept of avoided cost accomplishes the balance of interests, because the costs to small power producers of generating energy would be lower than the avoided cost they would be paid for the energy: "[FERC] set the rate [for purchasing electric energy] at full avoided cost rather than at a level that would result in direct rate savings for utility customers" [in order] "to provide incentives for the development of cogeneration and small power production. . . ." *American Paper Institute, Inc. v. American Electric Power Service Corp.,* 461 U.S. 402, 406 (1983).

Unfortunately, as implemented in Oregon, the balance has tipped in favor of Qualifying Facility ("QF") development over just and reasonable rates to electric consumers. This is because QFs are receiving rates that often exceed utilities' avoided costs at the time of energy delivery. Courts and FERC have repeatedly held that utilities are not required to pay more than avoided costs to QFs (See 18 CFR §292.304(b)(2); *CP National Corp. v. Bonneville Power Admin.*, 928 F.2d 905 (9th. Cir. 1991); *Southern California Edison Co., San Diego Gas & Electric Co.*, 71 FERC P 61,269 (1995). However, FERC does allow fixed rates that are based on estimates to differ from actual avoided cost at the time of delivery. 18 CFR §292.304(a)(5). For very small standard QFs, such as 100kW sized projects, having a highly divergent price stream from actual avoided costs imposes a fairly small risk on utility customers.

Having a threshold for standard fixed price contracts that allows large 10 MW QF projects to lock in rates over lengthy 20-year terms without allowing these rates to be adjusted to reflect the actual characteristics of the QF projects poses significant financial risk to utility customers. For example, using simple math[1] and PGE's prior (Dec. 2010) filed avoided cost rates for a 10MW project with a 15-year fixed term and 90% assumed capacity factor, the contract cost can reach approximately $96.9 million dollars. By comparison, a contract under PGE's current (Dec. 2012) filed avoided costs would have a contract cost of $78.9 million dollars; an $18 million difference. If avoided costs decline after the long-term fixed standard contract is executed, the QF is being significantly over-compensated to the utility customer detriment.

Thus, PGE is recommending changes that will help achieve greater accuracy between the QF power being purchased and avoided costs. In no way does PGE seek to pay QFs less than

[1] Nameplate MW times capacity factor times hours in a year times rate per year starting 2015 times 15-year term.

avoided cost. Specifically, PGE recommends lowering the threshold for standard contracts to 100kW to help mitigate much of the risk. Also, PGE supports applying adjustment factors set forth in PURPA regulations, including at a minimum integration and capacity adjustments, for all QF contracts. We also propose allowing no more than a year between establishment of a LEO and delivery of power to help achieve more accuracy of avoided costs. And, we support reduced contract lengths for QF renewal contracts, where repowering capital upgrades are not required.

III. Argument

Issue 4C: Application of the 7 adjustment factors from 18 CFR 292.304(e)(2).

PGE's proposal to reduce the eligibility threshold from 10MW to 100kW for QFs to receive standard contracts will substantially help mitigate against overpayment to QFs. QFs above the threshold can still negotiate and lock in long-term prices necessary to obtain financing, but negotiated prices will help ensure customers are not significantly harmed and that prices are reflective of the costs being avoided due to the QF. Moreover, a lower threshold will resolve disaggregation concerns, the need for more frequent updates, and even standard adjustments if the eligibility threshold is low enough.

Nevertheless, if the eligibility threshold is not lowered, the adjustment factors contained in 18 CFR 292.304(e)(2) should be applied to both standard and negotiated rate contracts. PURPA regulations specifically provide that these factors "shall, to the extent practicable, be taken into account." 18 CFR §292.304(e). Specifically, 18 CFR §292.304(c)(3)(i) provides that these factors should be applied to standard contracts. FERC, in promulgating these regulations, observed that "standard rates for purchase should take into account the factors set forth in paragraph (e)." *Small Power Production and Cogeneration Facilities*, Order 69, Fed Reg. Vol 45, No 38 at 1224 (1980). FERC also pointed out that certain factors were of "particular significance for facilities of 100kW or less" which, under the default contained in the rule, would mean standard rate QFs.

Application of these factors is also supported by the Oregon Court of Appeals in *Snow Mountain Pine Co. v. Maudlin*, 84 Or.App. 590 (1987)(*distinguished on other grounds* by *International Paper Co. v. PacifiCorp*, 2009 WL 3771311 (2009)):

> Rate schedules filed with the commissioner are "forecasts," ORS 758.525(1), and "estimates" of "avoided costs." OAR 860-29-080(2)(a) [now OAR 860-29-080(3)(a)]. They provide a starting point for calculating the rate for the purchase of energy, *see* 45 Fed Reg 1226 (1980), and are to be considered *along with the other factors listed in OAR 860-29-040(6).*[2] OAR 860-29-040(3)(a). Some of those factors require an evaluation of the particular qualifying facility that has incurred the obligation. We conclude that the rate to be paid by a utility for power is to be based on the utility's *actual* "avoided costs" vis-a-vis the particular qualifying facility on the date the obligation is incurred, projected to apply over the life of the obligation. CP's actual "avoided costs" may be different from the schedule of "avoided costs" on file in July, 1983.

Issue 4A: Costs Associated with Integration

At a minimum, Staff's proposals to adjust capacity and to adjust for integration should be implemented. (*See* Staff Ex. 102-103). These standard adjustments will help mitigate utility customer harm and are also consistent with PURPA. As discussed above, 18 CFR

[2] This OAR contains essentially the same factors as 18 CFR 292.304(e). It is now renumbered as (5).

§292.304(c)(3)(i) specifically allows these standard adjustments to be applied to standard contract QFs. These, as proposed, would fall under 18 CFR §292.304(e)(2) and (3). Staff's proposal for these adjustments is reasonable, transparent and should be easy to implement. PGE has also proposed a method to address integration of intermittent resources, which is conceptually similar to Staff's and would effectively address this issue as well. (See PGE/100 Macfarlane – Morton/20).

Staff has recommended that if its proposed adjustments for integration and capacity are not adopted, the cap for standard contracts should be lowered to 3MW. (Staff/100, Bless/16). As a compromise from PGE's request to lower the cap from 10MW to 100kW, PGE would agree to a higher 1MW cap if these adjustments are adopted by the Commission.

<u>Issue 1B: Levelized rates</u>

PGE would like to clarify that although the plain language of the PURPA regulations would seem not to allow levelization (*See* PGE Prehearing Memo at 4), as One Energy points out, FERC has allowed states to implement avoided cost rates with levelization. (*See* OneEnergy's Prehearing Issues Br at 5, n.11). Nevertheless, as we stated before, we strongly believe that levelization is not appropriate, as it shifts risks utility customers. In addition, we agree with Staff that the Commission fully addressed this issue in UM 1129, Order 05-584, and that there has been no new evidence or policy reasons submitted by the parties in this docket supporting a change.

<u>Issue 6B: LEOs</u>

Cedar Creek Wind, LLC, 137 FERC P 61006 (2011), stated that a state Commission could not limit the method through which a LEO may be created to an executed contract. A

LEO could include something short of a fully executed agreement: "[s]uch commitment to sell to an electric utility, [FERC] has found, "also commits the electric utility to buy from the QF; these commitments result either in contracts or in non-contractual, but binding, legally enforceable obligations." *Id.*, *quoting JD Wind 1*, 129 FERC ¶ 61,148 at P 25. As explained in *Exelon Wind 1, LLC v. Barry Smitherman*, 2012 WL 4465607 at *2, Util. L. Rep. P 14,840 (W.D. Tx. 2012), "A LEO functions much like a bilateral contract, except the utility's 'assent' occurs by operation of law: it is an offer the utility cannot refuse." In all likelihood, the Oregon rule, Or. Admin. R. §860-029-0010(29), may need to be changed, as it does not appear to be consistent, since it establishes a LEO as the date of execution of a contract by both parties.

The key to determining when a LEO exists short of a contract is the commitment by the QF to sell to the utility. If the QF is not committed, it should not be able to lock down rates; allowing it to do so will likely result in disparity with actual avoided cost at the time of delivery. Several courts have analyzed the sufficiency of commitment in determining whether a LEO exists. In particular, courts have looked to the viability of the QF as an indicator. *Public Service Co. of Oklahoma v. State of Oklahoma*, 115 P.3d 861 (Okla. 2005); *South River Power Partners, L.P. v. Pennsylvania Public Utility Comm.*, 969 A.2d. 926 (Pa. Commw. Ct. 1997). In *Public Service Company of Oklahoma*, the court upheld the rule that "only a viable project can incur a legally enforceable obligation". *Public Service Co. of Oklahoma*, 115 P.3d at 873. This was a reiteration of the rule that had been in place for a number of years as first put forth by the court in *Smith Cogeneration Management*, that where a QF has not taken substantial steps in becoming a viable project - such as putting in place a contract to construct the project, maintain or operate the proposed project or even contract for the purchase of natural gas - the court found that no LEO existed. *Smith Cogeneration Management, Inc. v. The Corporation Commission and*

Public Service Company of Oklahoma, 863 P.2d 1227, 1234-1235 (Okla. 1993). Courts have also expressly stated that it is not an abuse of discretion for a public utility commission to use the viability of a proposed project as a prerequisite to finding that a LEO was created. *South River Power Partners, L.P.*, 969 A.2d at 932; *see also Exelon Wind 1, LLC*, *Supra*.

PGE supports as a general rule the proposals for establishing LEOs set forth by PacifiCorp (PAC/200, Griswold/30-31) and Staff (Staff/100, Bless/40) that the Commission allow the final executable draft contract as the basis for potential legal commitment to performance by the QF. However, PGE suggests that this execution and delivery by the QF of the final executable draft contract cannot be a bright line rule, but should be a rebuttable presumption. In most instances, we believe that at the time the final executable draft contract is tendered, terms and conditions are known and established enough that a QF may make a commitment. However, there may be circumstances where the project is not viable, or has not taken substantial steps to viability, and thus cannot demonstrate a commitment sufficient to form a LEO. In these instances, the utility should be able to rebut this presumption. Moreover, evidence of delivery of the commitment to the utility is key, as without such evidence, there can be no confirmation that a LEO exists.

PGE also supports a policy that a LEO cannot be established more than one year before performance by the QF. Although the Commission must allow a LEO as distinct from a contractual obligation, the Commission clearly has authority to make a determination as to when in time a LEO may be created. *West Penn Power Co.*, 71 FERC P 61,153 (1995); *Power Resources Group, Inc.*, 422 F.3d 231, 238 (2005). The Texas Commission has adopted a 90-day rule, which provides that no LEO can be established more than 90 days before the QF has power available, or will have power available. While 90 days may be aggressive, PGE believes a one-year rule (with an opportunity to prove additional time is needed) is reasonable and not a barrier to QF development. As the *Exelon Wind 1* court explained concerning the decision in *Power Resources Group* to uphold the 90-day rule "any QF can comply with the ninety-day rule through careful planning in advance, such as in what sequence to seek financing, obtain permitting, and begin different phases of construction, in relation to when to send LEO paperwork to a utility. All of these are things the QF would be doing anyway; the only barrier imposed by the ninety-day rule is one of sequencing and timing of such activities." *Exelon Wind 1, LLC* at *12.

Thus, under this approach, QFs cannot lock down QF rates in a speculative manner well in advance of commercial operation to manipulate prices. Moreover, filed avoided cost rates are much more likely to be accurate (not necessarily lower or higher) if the date on which the LEO and rates are established is close to the QFs actual delivery of net output. For existing QF projects, there is clearly no reason for a LEO greater than one year. For these reasons, PGE recommends adopting a one-year rule.

Issue 6B: Mechanical Availability Guarantee

As discussed in our prior brief, PGE proposed a significant concession over the Mechanical Availability Guarantee ("MAG") contained in its current standard contract for intermittent resources. We offer this as part of the total package of proposals in this docket, which includes proposals to obtain more accurate avoided costs which QF advocates may not like, and concessions such as the MAG, which they likely will not find objectionable.

Our specific MAG proposal includes an explicit recognition of 200 hours per year in planned maintenance per wind turbine. Also, we calculate non available time on a turbine-by-turbine basis, meaning that if one turbine was down, the entire facility would not be considered down. Additionally, we propose to include liquidated damage and cure provisions similar to PacifiCorp's provisions. See PGE/300, Macfarlane – Morton/23.

We are concerned, however, that advocates for certain QFs that have already executed agreements may seek to have this proposed concession retroactively applied to their existing QF contracts. From a legal standpoint, we note that the Commission may not have the authority to reform existing PURPA contracts. In *Oregon Trail Elec. Consumers Co-op, Inc. v. Co-Gen Co.*, 168 Or. App 466, 482 (2000), the Oregon Court of Appeals held that "in sharp contrast to the regulatory statues at issue in the *Mobile-Sierra* set of cases PURPA precludes a regulator's exercise of post-contractual, utility-type price modification authority." If, however, the Commission believes it has authority to retroactively modify contract provisions such as the MAG, we would ask that all policies adopted in this UM 1610 docket be retroactively applied to such contracts.

IV. Conclusion

As we have said several times before, extreme care must be taken by the Commission in implementing PURPA to achieve a balance among competing interests. PGE supports the development of small and co-generation projects, however, we are concerned that the balance has tilted in favor of project development to the loss of avoided cost accuracy. This, in turn, has had a negative effect on utility customers who must pay higher costs than they would otherwise have had to pay from other avoided generation. We believe the proposals as submitted by PGE will significantly help to mitigate this harm and bring PURPA implementation back into equilibrium.

DATED this 17 day of June, 2013

Respectfully Submitted,

PORTLAND GENERAL ELECTRIC COMPANY

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UM 1610

PORTLAND GENERAL ELECTRIC COMPANY'S

POST-HEARING BRIEF

ATTACHMENT

I. Introduction and Summary

Q. Please state your name and position with Portland General Electric Company (PGE).

A. My name is Robert Macfarlane. I am an analyst in Pricing and Tariffs. My qualifications appear in our Direct Testimony, Exhibit 100.

My name is John Morton. I am a specialist in Structuring and Origination. My qualifications also appear in our direct testimony, Exhibit 100.

Q. What is the purpose of your testimony?

A. Our reply testimony responds to the testimony of other parties in UM 1610. We provide revised positions on several issues in response to other parties. Unless we note a change in position, we defer to the positions and arguments made in our direct testimony.

Q. Please summarize your key recommendations and proposals.

A. Issue 1: Avoided Cost Price Calculation

Issue .1Ai. – Should the Commission retain the current method based on the cost of the next avoidable resource identified in the company's current IRP, allow an "IRP" method based on computerized grid modeling, or allow some other method?

PGE POSITION: Recommend retaining the current method based on the cost of the next avoidable resource in the Company's current integrated resource plan (IRP).

Issue 1.Aii. – Should the methodology be the same for all three electric utilities operating in Oregon?

PGE POSITION: To the extent practical.

Issue 1.B. – Should QFs have the option to elect avoided cost prices that are levelized or partially levelized?

PGE POSITION: No. Levelized prices should not be available to qualifying facilities (QF).

Issue 1.C. – Should QFs seeking renewal of a standard contract during a utility's sufficiency period be given an option to receive an avoided cost price for energy delivered during the sufficiency period that is different than the market price?

PGE POSITION: No. Renewing QFs should be subject to a new sufficiency period.

Issue 1.D. – Should the Commission eliminate unused pricing options?

PGE POSITION: Yes. Unused pricing options should be eliminated.

Issue 2: Renewable Avoided Cost Price Calculation

Issue 2.A. – Should there be different avoided cost prices for different renewable generation sources? (for example, different avoided cost prices for intermittent vs. baseload renewables; different avoided cost prices for different technologies: such as solar, wind, geothermal, hydro, and biomass).

PGE POSITION: Avoided costs should be based on the resource the utility is avoiding. However the price should be adjusted for the capacity contribution to peak load based on the type of resource and for integration.

Issue 2.B. – How should environmental attributes be defined for purposes of PURPA transactions?

PGE POSITION: Industry-standard WSPP Agreement definition should be used. PGE is willing to amend the WSPP definition to exclude non-generation attributes of a biomass facility.

Issue 2.C. – Should the Commission amend OAR 860.022.0075, which specifies that the non-energy attributes of energy generated by the QF remain with the QF unless different treatment is specified by contract?

PGE POSITION: No. The rule contains flexible language and an amendment is not necessary.

Issue 3: Schedule for Avoided Cost Price Updates

Issue 3.A. – Should the Commission revise the current schedule of updates at least every two years and within 30 days of each IRP acknowledgement?

PGE POSITION: PGE recommends annual updates to avoided cost prices. As part of this update, utilities should be able to capture the most recent gas and electricity prices, plus any changes that occur in a Commission-acknowledged IRP or IRP update.

Issue 3.B. – Should the Commission specify criteria to determine whether and when mid-cycle updates are appropriate?

PGE POSITION: No. Instead of creating specific criteria, Commission flexibility should be retained.

Issue 3.C. – Should the Commission specify what factors can be updated in mid-cycle? (such as factors including but not limited to: gas price, or status of production tax credits).

PGE POSITION: No. Commission flexibility should be retained.

Issue 3.D. – To what extent (if any) can data from IRPs that are in the late stages of review and whose acknowledgement is pending be factored into the calculation of avoided cost prices?

PGE POSITION: Commission flexibility should be retained.

Issue 3.E. – Are there circumstances under which the Renewable Portfolio Implementation Plan should be used in lieu of the acknowledged IRP for purposes of determining renewable resource sufficiency?

PGE POSITION: No. The acknowledged IRP should be retained as the method for determining resource sufficiency, as decided in Order no. 11-505.

Issue 4: Price Adjustments for Specific QF Characteristics

Issue 4.A. – Should the costs associated with integration of intermittent resources (both avoided and incurred) be included in the calculation of avoided cost prices or otherwise be accounted for in the standard contract? If so, what is the appropriate methodology?

PGE POSITION: Yes. In the interest of obtaining an accurate avoided cost calculation and ensuring a fair balancing of interests between utility customers and the QF, costs associated with integration of variable energy (intermittent) resources should be included as a standard adjustment in the calculation of avoided cost prices: sometimes as an addition, and sometimes as a subtraction.

Issue 4.B. – Should the costs or benefits associated with third party transmission be included in the calculation of avoided cost prices or otherwise accounted for in the standard contract?

PGE POSITION: The QF's transmission costs are the responsibility of the QF. PGE includes transmission costs in the calculation of avoided costs if the avoided resource is off system.

Issue 4.C. – How should the seven factors of 18 CFR 292.3047(e)(2) be taken into account?

PGE POSITION: Price adjustments are allowed by FERC in standard avoided cost prices. The recommended price adjustments would account for capacity contributions to peak load by different types of QFs. The on-peak and off-peak differential should be removed from the renewable avoided cost in the deficiency period if capacity adjustments are approved.

Issue 5: Eligibility Issues

Issue 5.A. – Should the Commission change the 10MW cap for the standard contract?

PGE POSITION: Yes. We support a 1MW cap if price adjustments to the standard contract for integration and capacity are adopted. If they are not, the eligibility cap should be reduced to 100kW, consistent with the federal cap.

Issue 5.B. – What should be the criteria to determine whether a QF is a "single QF" for purposes of eligibility for the standard contract?

PGE POSITION: PGE agrees with and incorporates by reference PaciCorp's direct testimony on this issue (PAC/200, Griswold/25-26).

Issue 5.C. – Should the resource technology affect the size of the cap for the standard contract cap or the criteria for determining whether a QF is a "single QF"?

PGE POSITION: Resource technology should not affect the standard contract eligibility cap.

Issue 5.D. – Can a QF receive Oregon's Renewable avoided cost price if the QF owner will sell the RECs in another state?

PGE POSITION: During the sufficiency period, the QF controls the RECs and can do with them as they wish. During the deficiency period, the RECs should be transferred to the utility in exchange for the renewable avoided cost price.

Issue 6: Contracting Issues

Issue 6.A. – When is there a legally enforceable obligation?

PGE POSITION: Not more than one year before the QF has or will have power available or a demonstrated construction period if longer than one year. PGE also supports Staff and PacifiCorp's proposal that an LEO can be established when a QF commits to the final executable draft contract.

Issue 6.B. – How should contracts address mechanical availability?

PGE POSITION: 91% availability in year 1, 95% availability in year 2 – end of contract. 200 hours per year per turbine of planned maintenance. Minimum delivery percentage of 40%, liquidated damages and termination applied as described in testimony.

Issue 6.C. – What is the appropriate contract term? What is the appropriate duration for the fixed price portion of the contract?

PGE POSITION: For new and/or repowered facilities, a term of 20 years (with 15 year fixed pricing) is appropriate. For renewing QFs, 5 years is appropriate.

Q. Does PGE have more than one basis for avoided costs?

A. Not yet. PGE filed its renewable and updated standard avoided costs pursuant to OPUC Order 11-505, with the Commission in UM 1396 in March 2012 and awaits the Commission's approval of our Schedule 211 (renewable avoided cost application).[1] Consistent with the Order, PGE's renewable avoided cost uses market prices during the period of renewable resource sufficiency and the next utility scale renewable resource identified in our integrated resource plan (IRP) during the period of resource deficiency. In addition, we have standard avoided costs reflected in Schedule 201, based on Commission Order No. 05-584, and use market prices during the period of resource sufficiency and a gas combined cycle combustion turbine (CCCT) during the period of resource deficiency.

Q. How do you distinguish the two different avoided costs in your testimony?

A. In this testimony, we refer to Schedule 201 and its basis outlined in Order No. 05-584 as the traditional avoided cost. We refer to Schedule 211 and its basis outlined in Order No. 11-505 as the renewable avoided cost.

Q. How is your testimony organized?

[1] http://edocs.puc.state.or.us/efdocs/HAD/um1396had114323.pdf

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused **PORTLAND GENERAL ELECTRIC COMPANY'S POST-HEARING BRIEF** to be served by electronic mail to those parties whose email addresses appear on the attached service list for OPUC Docket No. UM 1610.

Dated at Portland, Oregon, this 17th day of June, 2013.

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