



Portland General Electric Company
Legal Department
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V. Denise Saunders
Associate General Counsel

September 19, 2017

Via Electronic Filing

Public Utility Commission of Oregon
Filing Center
201 High St SE, Suite 100
PO Box 1088
Salem OR 97308-1088

Re: **UM 1869 – SSD Clackamas 1 LLC, Complainant vs. Portland General Electric Company, Defendant**

Attention Filing Center:

Enclosed for filing in Docket UM 1869 is Portland General Electric Company's Answer.

Thank you in advance for your assistance.

Sincerely,

A handwritten signature in blue ink that reads "V. Denise Saunders". The signature is written in a cursive, flowing style.

V. Denise Saunders
Associate General Counsel

VDS:bop

Enclosure

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 1869

SSD CLACKAMAS, 1 LLC,

Complainant,

vs.

PORTLAND GENERAL ELECTRIC
COMPANY,

Defendant.

**ANSWER OF PORTLAND GENERAL
ELECTRIC COMPANY**

I. INTRODUCTION

Pursuant to ORS 756.512 and OAR 860-001-0400, defendant Portland General Electric Company (“PGE”) submits the following answer (“Answer”) to the complaint (“Complaint”) filed by SSD Clackamas 1, LLC (“SSD Clackamas 1” or “Complainant”). PGE has complied with the Commission’s rules and orders and with PGE’s Schedule 201 in processing SSD Clackamas 1’s request for a power purchase agreement (“PPA”). Throughout the application process Complainant repeatedly changed material information concerning its project with the result that PGE was required to issue multiple draft PPAs. At the time it filed its Complaint, Complainant was not entitled to an executable PPA for its proposed project, nor had it established a legally enforceable obligation.

II. SERVICE

Copies of all pleadings, motions and correspondence should be served on PGE’s counsel and representatives at the addresses below:

V. Denise Saunders
Associate General Counsel
Portland General Electric Company
121 SW Salmon Street, 1WTC1301
Portland, OR 97204
Email: denise.saunders@pgn.com

Jeffrey S. Lovinger
Law Offices of Jeffrey S. Lovinger
2000 NE 42nd Avenue, Suite 131
Portland, OR 97213-1397
Email: jeff@lovingerlaw.com

III. ANSWER

PGE denies each and every allegation contained in the Complaint except as hereinafter expressly admitted.

Unless otherwise specified, the capitalized term “Paragraph” refers to the numbered paragraphs of the Complaint beginning on page five of the Complaint.

The first four pages of the Complaint contain a narrative introduction and legal argument. PGE does not understand the introduction to contain allegations requiring a response. PGE expects to respond to Complainant’s narrative and legal arguments as part of dispositive motion practice or, if needed, at a hearing in this proceeding. In the event the Commission deems the introduction to contain allegations requiring a response, PGE denies the allegations.

In answer to some of the allegations contained in numbered Paragraphs, PGE has indicated that no response is required because the allegations are legal conclusions or legal arguments. If the Commission deems that responses are required in such instances, then PGE denies the allegations in question.

Some of the numbered Paragraphs in the Complaint allege the exchange of written communications between the parties. In answer to some of these numbered Paragraphs, PGE has admitted the existence of the written communications, filed a copy of the written communications as exhibits, and indicated that the communications speak for themselves. In these instances, PGE denies all of the allegations in the associated numbered Paragraph except to

the extent that PGE expressly admits an allegation. The exhibits are true and correct copies of the information exchanged by the parties.

Some of the number Paragraphs in the Complaint characterize the contents of a Commission order, a FERC order, or a filing made by PGE in a Commission docket. In answer to these numbered Paragraphs, PGE has indicated that the Commission order, FERC order, or PGE filing speaks for itself. In such instances, PGE denies all of the allegations in the associated numbered Paragraph except to the extent PGE expressly admits an allegation.

In response to the numbered Paragraphs of the Complaint, PGE admits, denies, or otherwise responds as follows:

IDENTITY OF THE PARTIES

1. PGE admits the allegations contained in Paragraph 1.
2. PGE admits that Complainant has submitted responses to PGE's Schedule 201 Initial Information Form or PGE's Schedule 201 Initial Information Request and that those responses assert the facts alleged in Paragraph 2. PGE lacks information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 and therefore denies them.

APPLICABLE STATUTES AND RULES

3. The allegations contained in Paragraph 3 constitute legal conclusions to which no response is required.
4. The allegations contained in Paragraph 4 constitute legal conclusions to which no response is required.

JURISDICTION

5. The allegations contained in Paragraph 5 constitute legal conclusions to which no response is required.

6. The allegations contained in Paragraph 6 constitute legal conclusions to which no response is required.

7. The allegations contained in Paragraph 7 constitute legal conclusions to which no response is required.

FACTUAL BACKGROUND

8. PGE admits that on the date the Complaint was filed (August 7, 2017), Complainant was seeking a Schedule 201 PPA from PGE for a proposed 4-megawatt (“MW”) nameplate solar generation facility to be located in Clackamas County, Oregon. PGE denies that Complainant has proposed a 4 MW project from the beginning of the Schedule 201 contracting process; Complainant originally proposed a 2 MW project but changed the proposal to a 4 MW project on June 13, 2017, in response to the first draft PPA that PGE provided to Complainant on May 23, 2017.

9. PGE admits that Complainant has proposed a qualifying facility that will directly interconnect to PGE’s system.

10. PGE lacks information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 and therefore denies them.

11. PGE lacks information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 and therefore denies them.

12. PGE admits the allegations contained in Paragraph 12.

13. PGE admits that on April 6, 2017, Complainant provided PGE with some of the information and materials required for a standard renewable PPA with PGE. PGE denies that on April 6, 2017, Complainant provide PGE with all of the information and materials required for a standard renewable PPA with PGE.

14. PGE admits the allegations contained in Paragraph 14.

15. PGE admits the allegations contained in Paragraph 15.

16. PGE admits the allegations contained in Paragraph 16.

17. PGE admits the allegations contained in Paragraph 17.

18. PGE denies it had any obligation to inform Qualifying Facilities (“QFs”) that it was planning to file a May 1, 2017 price update. PGE is required by Commission Order No. 14-058 to file a May 1 price update each year and all QFs have access to that order. PGE denies it sought an early effective date; Order No. 14-058 makes it clear that avoided cost prices may be effective *within* 60 days of the May 1 filing.

19. PGE admits the allegations contained in Paragraph 19.

20. PGE denies the allegations contained in Paragraph 20.

21. PGE lacks information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 and therefore denies them.

22. PGE denies the allegations contained in Paragraph 22.

23. Commission Order No. 17-177 issued on May 19, 2017, in Docket No. UM 1728 is publicly available. Order No. 17-177 speaks for itself.

24. PGE admits that after May 1, 2017, it decided to prepare its application and motion for interim relief filed in Docket No. UM 1854. The remainder of the allegations contained in Paragraph 24 characterize PGE’s application and motion for interim relief which are

available as part of the public record in Docket No. UM 1854 and which speak for themselves; PGE therefore denies all remaining allegations in Paragraph 24.

25. PGE denies that it had any obligation to inform Complainant that PGE intended to file PGE's application and motion for interim relief in Docket No. UM 1854. PGE admits that it provided no advanced notice of that filing to Complainant. PGE denies any other allegations contained in Paragraph 25.

26. PGE denies the allegations contained in Paragraph 26.

27. The allegation contained in Paragraph 27 to the effect that Complainant was "materially prejudiced" is a legal conclusion and therefore requires no response. PGE lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 27 and therefore denies them.

28. PGE lacks information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 and therefore denies them.

29. PGE admits the allegations contained in Paragraph 29.

30. PGE admits the allegations in Paragraph 30.

31. PGE admits the allegations in Paragraph 31.

32. PGE admits the allegations in Paragraph 32.

33. PGE admits the allegations in Paragraph 33.

34. PGE admits that on June 13, 2017, Complainant sent PGE an email with a revised FERC Form 556 and a revised project information spreadsheet for the proposed SSD Clackamas 1 Project (collectively the "June 13 Email"); PGE admits that the revisions contained in the June 13 Email included material revisions to nameplate capacity (increasing nameplate capacity from 2 MW to 4 MW); and PGE admits that the June 13 Email requested an executable PPA.

35. PGE denies that it violated any duty or obligation to disclose information to Complainant. PGE lacks information sufficient to form a belief as to the truth of any other allegations contained in Paragraph 35 and therefore denies them.

36. PGE admits that on June 15, 2017, PGE sent Complainant an email (the “June 15 Email”) acknowledging receipt of the June 13 Email. PGE has filed a copy of the June 15 Email as Exhibit A to this Answer. The June 15 Email speaks for itself.

37. PGE admits the allegations in Paragraph 37.

38. PGE admits that on July 6, 2017, PGE sent Complainant a letter (the “July 6 Letter”) and a draft PPA. PGE has filed a copy of the July 6 Letter as Exhibit B to this Answer. The July 6 Letter speaks for itself.

39. PGE denies that it did not inform Complainant of the change in scheduled commercial operation date; the changed date was highlighted yellow. PGE denies that the change of scheduled commercial operation date from April 1, 2020 to March 1, 2020 was intentional; to the best of PGE’s current understanding and belief, the change was a typographical error. Except as otherwise provided in this paragraph, PGE admits the allegations contained in Paragraph 39.

40. PGE admits that on July 7, 2017, Complainant sent PGE an email with updated information (the “July 7 Email”) and an attached copy of the draft PPA. PGE has filed a copy of the July 7 Email as Exhibit C to this Answer. The July 7 Email speaks for itself.

41. PGE has filed a copy of the July 7 Email as Exhibit C to this Answer. The July 7 Email speaks for itself.

42. PGE has filed a copy of the July 7 Email as Exhibit C to this Answer. The July 7 Email speaks for itself.

43. PGE admits that on July 13, 2017, PGE sent Complainant an email (the “July 13 Email”). PGE has filed a copy of the July 13 Email as Exhibit D to this Answer. The July 13 Email speaks for itself.

44. PGE has filed a copy of the July 13 Email as Exhibit D to this Answer. The July 13 Email speaks for itself.

45. PGE has filed a copy of the July 13 Email as Exhibit D to this Answer. The July 13 Email speaks for itself.

46. PGE lacks information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46 and therefore denies them.

47. PGE denies the allegations contained in Paragraph 47.

48. PGE admits that on July 25, 2017, PGE sent Complainant a letter (the “July 25 Letter”) and a new draft PPA. PGE has filed a copy of the July 25 Letter as Exhibit E to this Answer. The July 25 Letter speaks for itself.

49. PGE has filed a copy of the July 25 Letter as Exhibit E to this Answer. The July 25 Letter speaks for itself.

50. PGE has filed a copy of the July 25 Letter as Exhibit E to this Answer. The July 25 Letter speaks for itself.

51. PGE admits the allegations contained in Paragraph 51.

52. PGE admits that on August 4, 2017, in Docket No. LC 66, PGE filed a response to the Commission Staff’s July 28, 2017 report. A copy of PGE’s August 4, 2017 response is publicly available on the Commission’s electronic docket. The allegations in Paragraph 52 attempt to characterize PGE’s response, but the document speaks for itself.

53. PGE admits that its August 4, 2017 response in Docket No. LC 66 indicated that the Commission's regular process requires PGE to file updated avoided cost prices within 30 days of Commission acknowledgment of PGE's IRP. PGE admits that its August 4, 2017 response in Docket No. LC 66 indicated that there is a 90-day review period before prices become effective; however, PGE's statement about a 90-day review period was in error.

54. PGE's August 4, 2017 response in Docket No. LC 66 speaks for itself.

55. PGE denies that it had any obligation to provide Complainant with notice that PGE intended to make comments in Docket No. LC 66 that Complainant has labeled or characterized as the "August Early Rate Effective Date Request," and PGE therefore denies all allegations in Paragraph 55.

56. PGE denies the allegations contained in Paragraph 56.

57. The allegation contained in Paragraph 57 to the effect that Complainant was "materially prejudiced" is a legal conclusion and therefore requires no response. PGE lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 57 and therefore denies them.

58. PGE denies the allegations in Paragraph 58.

59. PGE admits that Complainant attached a draft PPA to its August 7, 2017 Complaint, that the attached draft PPA appears to contain the same information as the draft PPA that PGE sent to Complainant on July 25, 2017, and that the attached draft PPA appears to have been signed on August 7, 2017 by Complainant's manager.

60. PGE admits that on August 7, 2017, Complainant filed a Complaint in Commission Docket UM 1869. The Complaint speaks for itself and PGE therefore denies the allegation in Paragraph 60.

LEGAL CLAIMS

COMPLAINANT'S FIRST CLAIM FOR RELIEF

SSD CLACKAMAS 1 IS ENTITLED TO PGE'S STANDARD CONTRACT WITH CURRENTLY EFFECTIVE SCHEDULE 201 RATES BECAUSE SSD CLACKAMAS 1 LEGALLY OBLIGATED ITSELF TO SELL THE NET OUTPUT PRIOR TO THE FILING OF THIS COMPLAINT

61. In answer to the allegations contained in Paragraph 61, PGE repeats and realleges the responses made to Paragraphs 1 through 60.

62. The allegations contained in Paragraph 62 are legal conclusions and do not require a response.

63. The allegations contained in Paragraph 63 are legal conclusions and do not require a response.

64. The allegations contained in Paragraph 64 are legal conclusions and do not require a response.

65. The allegations contained in Paragraph 65 are legal conclusions and do not require a response.

66. The allegations contained in Paragraph 66 are legal conclusions and do not require a response.

67. The allegations contained in Paragraph 67 are legal conclusions and do not require a response.

68. The allegations contained in Paragraph 68 characterize the Commission's decision in Order No. 16-174. That document speaks for itself. To the extent that the allegations in Paragraph 68 are legal conclusions, they do not require a response.

69. The allegations contained in Paragraph 69 characterize cited FERC decisions and are legal arguments. The FERC decisions speak for themselves. To the extent that the allegations in Paragraph 69 are legal argument, they do not require a response.

70. The allegations contained in Paragraph 70 are legal conclusions or legal arguments and do not require a response.

71. The allegations contained in Paragraph 71 are legal conclusions or legal arguments and do not require a response.

72. The allegations contained in Paragraph 72 are legal conclusions or legal arguments and do not require a response.

73. The allegations contained in Paragraph 73 are legal conclusions or legal arguments and do not require a response.

COMPLAINANT'S SECOND CLAIM FOR RELIEF

SSD CLACKAMAS 1 IS ENTITLED TO PGE'S STANDARD CONTRACT WITH CURRENTLY EFFECTIVE SCHEDULE 201 RATES BECAUSE SSD CLACKAMAS 1 LEGALLY OBLIGATED ITSELF TO SELL THE NET OUTPUT PRIOR TO THE FILING OF THIS COMPLAINT, AND PGE VIOLATED THE OPUC'S AND FERC'S POLICIES AND RULES, AND SCHEDULE 201

74. In answer to the allegations contained in Paragraph 74, PGE repeats and realleges the responses made to Paragraphs 1 through 73.

75. The allegations contained in Paragraph 75 characterize the Commission's decision in Order No. 05-584. That document speaks for itself. To the extent that the allegations in Paragraph 75 are legal conclusions, they do not require a response.

76. The allegations contained in Paragraph 76 are legal conclusions or legal arguments and do not require any response.

77. The allegations contained in Paragraph 77 are legal conclusions or legal arguments and do not require a response.

78. The allegations contained in Paragraph 78 constitute legal conclusions or legal arguments to which no response is required. To the extent a response is deemed required, PGE denies that it has violated Schedule 201 and denies that PGE and SSD Clackamas 1 are in full agreement as to all the terms and conditions of the draft Standard PPA.

79. The allegations contained in Paragraph 79 constitute legal conclusions to which no response is required. To the extent a response is deemed required, PGE denies that it has delayed or obstructed progress towards a final draft or executable contract.

80. The allegations contained in Paragraph 80 constitute legal conclusions to which no response is required.

81. PGE denies the allegations contained in Paragraph 81

82. PGE admits the allegations contained in Paragraph 82.

83. The allegations contained in Paragraph 83 are legal conclusions or legal arguments and do not require a response.

84. The allegations contained in Paragraph 84 are legal conclusions or legal arguments and do not require a response.

85. The allegations contained in Paragraph 85 are legal conclusions or legal arguments and do not require a response.

86. The allegations contained in Paragraph 86 are legal conclusions or legal arguments and do not require a response.

87. The allegations contained in Paragraph 87 are legal conclusions or legal arguments and do not require a response.

88. The allegations contained in Paragraph 88 are legal conclusions or legal arguments and do not require a response.

89. The allegations contained in Paragraph 89 are legal conclusions or legal arguments and do not require a response.

PRAYER FOR RELIEF

90. PGE denies all allegations contained in Paragraph 1 of Complainant's Prayer for Relief on page 21 of the Complaint and requests that the Commission deny the relief requested in Paragraph 1 of Complainant's Prayer for Relief.

91. PGE denies all allegations contained in Paragraph 2 of Complainant's Prayer for Relief on page 21 of the Complaint and requests that the Commission deny the relief requested in Paragraph 2 of Complainant's Prayer for Relief.

92. PGE denies all allegations contained in Paragraph 3 of Complainant's Prayer for Relief on page 21 of the Complaint and requests that the Commission deny the relief requested in Paragraph 3 of Complainant's Prayer for Relief.

93. PGE denies that it has violated any of the statutes or orders listed in Paragraph 4 of Complainant's Prayer for Relief on page 21 of the Complaint and requests that the Commission deny the relief requested in Paragraph 4 of Complainant's Prayer for Relief.

94. PGE requests that the Commission deny the relief requested in Paragraph 5 of Complainant's Prayer for Relief on page 21 of the Complaint.

IV. AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

95. The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

96. Under the terms of Commission Order No. 17-310, Complainant is not entitled to Schedule 201 standard prices because: (A) Complainant has proposed a solar QF project with

nameplate capacity of 4 MW; and (B) Complainant alleges that on August 7, 2017, it executed the last draft PPA that PGE provided (Paragraph 59 of the Complaint) and that this established a legally enforceable obligation at the currently effective Schedule 201 rates, and all the terms and conditions in the partially executed final PPA (Paragraph 73 of the Complaint). Order No. 17-310 holds that solar QF projects with nameplate capacity in excess of 3 MW that fully execute a PPA or establish a legally enforceable obligation after July 14, 2017, are not entitled to standard prices and must instead negotiate the prices to be paid.

THIRD AFFIRMATIVE DEFENSE

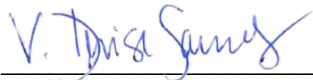
97. Any failure by PGE to meet a deadline established by Schedule 201 or by any PGE communication with Complainant was caused by the unprecedented volume of QF contract requests being processed by PGE, was not the result of an intentional effort by PGE to prevent Complainant from obtaining a draft PPA or a request for additional information within the deadlines established by Schedule 201 or any PGE communications, and was immaterial because of the number of days involved and because the days were made up when PGE provided a subsequent draft PPA or additional information request in less than the time allotted under Schedule 201 or a PGE communication with Complainant.

V. CONCLUSION

For the foregoing reasons, the Commission should reject the legal claims in the Complaint and deny the relief sought by the Complainant.

Dated this 19th day of September 2017.

Respectfully submitted,



V. Denise Saunders, OSB #903769
Associate General Counsel
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EXHIBIT A

UM 1869

SSD Clackamas 1 LLC vs. Portland General Electric Company

Portland General Electric Company's Answer

From: Angeline Chong /O=PGE/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=ANGELINECHONG
Subject: Receipt of Proposal to Revise Variable Terms of Draft Standard PPA - SSD Clackamas 1
Date: June 15, 2017 at 3:06 PM
To: Ryan Hulett (ryan@upstreamcleanenergy.com) ryan@upstreamcleanenergy.com
Cc: Ryin Khandoker /O=PGE/OU=First Administrative Group/cn=Recipients/cn=E00750, Brett Greene
/O=PGE/OU=EXCHANGE ADMINISTRATIVE GROUP /CN=RECIPIENTS/CN=E01949, John Morton
/O=PGE/OU=EXCHANGE ADMINISTRATIVE GROUP /CN=RECIPIENTS/CN=E46920

To: Ryan Hulett
From: Angeline Chong
Date: June 15, 2017
Subject: Receipt of Proposal to Revise Variable Terms of Draft Standard PPA
SSD Clackamas 1 project, a proposed 4 megawatt solar qualifying facility

Dear Mr. Hulett ,

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE).

On **June 13, 2107** , PGE received your written proposal to revise the variable terms of the draft Standard PPA. By July 5, 2107, PGE will send you one of the following: a final draft Standard PPA, a new draft Standard PPA (if you have proposed substantive changes to your project proposal or to the variable terms of the original draft Standard PPA), or a request for any additional or clarifying information that PGE may require. If you have any questions please respond to this email or contact me at (503) 464-7343.

Sincerely,

Angeline D. Chong|
Portland General Electric |
121 SW Salmon St. 3WTC0306 | Portland, Oregon 97204|
W: 503-464-7343 | F: 503-464-2605 |
E: angeline.chong@pgn.com

EXHIBIT B

UM 1869

SSD Clackamas 1 LLC vs. Portland General Electric Company

Portland General Electric Company's Answer

Ryan Hulett, PE
7650 Girard Avenue, Suite 300
La Jolla, CA 92037
ryan@upstreamcleanenergy.com

RE: Transmittal of New Draft Standard PPA
SSD Clackamas 1 project, a proposed 4 megawatt solar QF

Dear Mr. Hulett,

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On May 23, 2017, PGE provided you with an original draft Standard PPA. On June 13, 2017, PGE received your email requesting an executable Standard PPA and proposing substantive changes to your project or to the variable terms of the draft Standard PPA. On June 15, 2017, PGE sent you an email indicating that by July 5, 2017, PGE would send you either a final draft Standard PPA, a new draft Standard PPA (if you have proposed substantive changes to your project proposal or to the variable terms of the original draft Standard PPA), or a request for any additional or clarifying information that PGE may require.

In your June 13, 2017 email you requested five changes to the May 23, 2017 draft Standard PPA. Several of the changes are substantive. As a result, PGE has prepared and enclosed a new draft Standard PPA containing the requested changes that are acceptable to PGE. Each change you requested is discussed below.

First, you proposed to change the Nameplate Capacity Rating from 2,000 kW to 4,000 kW. This is a substantive change. The change is acceptable and has been made in the enclosed new draft Standard PPA.

Second, you proposed to change the Net Dependable Capacity from 2,000 kW to 4,000 kW. This is a substantive change. The change is acceptable and has been made in the enclosed new draft Standard PPA.

Third, you proposed to change Maximum Net Output from 5,000,000 to 21,000,000. PGE does not agree that 21,000,000 is a reasonable value given that the proposed project has a nameplate capacity of 4 MW. As a result, PGE has left blank the Maximum Net Output in the enclosed new draft Standard PPA. The parties will need to reach agreement on a reasonable value before proceeding to a final draft Standard PPA. Please explain how your proposed value of 21,000,000 is a reasonable value.

Fourth, you proposed deletion of the phrase “which may include but are not limited to” from page one of Exhibit D and you stated: “This is not language that is included in the Standard PPA that has been reviewed by the OPUC.” This phrase does not occur in Exhibit D but it does occur in Exhibit C; PGE assumes that you intended to refer to Exhibit C. The phrase is included in the Standard PPA that has been reviewed by the OPUC; PGE has not deleted the language from the attached new draft Standard PPA.

SSD Clackamas 1

7/6/17

Page 2 of 3

Fifth, you proposed deletion of any reference to EIM equipment on page one of Exhibit D. Exhibit D does not refer to the Western Energy Imbalance Market (EIM) but Exhibit C does; PGE assumes that you intended to refer to item seven on page one of Exhibit C. PGE continues to believe that QF projects seeking to sell to PGE should conduct start-up testing of a communication system sufficient to address offsite monitoring and the requirements of the Western Energy Imbalance Market. As a result, PGE has not deleted item seven from page one of Exhibit C.

Enclosed please find a new draft Standard PPA for your SSD Clackamas 1 project, a proposed 4 megawatt solar generating facility that was self-certified as a qualifying facility (QF) pursuant to 18 CFR 292.207. PGE understands that SSD Clackamas 1 a LLC formed under the laws of the State of North Carolina is the owner of the SSD Clackamas 1 project and will be the Seller under the Standard PPA. If any of this information or any of the factual details contained in the enclosed new draft Standard PPA are incorrect or change, please inform PGE immediately.

The enclosed new draft Standard PPA is a discussion draft; it is not a binding offer and PGE reserves the right to revise any of its variable terms, including exhibits. No binding Standard PPA will exist between PGE and SSD Clackamas 1 unless and until PGE has provided SSD Clackamas 1 with an executable Standard PPA and both SSD Clackamas 1 and PGE have executed the document.

At this stage in the process you have several options: you can decide not to pursue a contract any further; you can propose in writing substantive changes to your project or the variable terms of the new draft Standard PPA; or you can send PGE a written request to prepare a final draft Standard PPA without proposing any substantive changes to your project or the contract.

If you propose substantive changes to your project or to the variable terms of the enclosed draft Standard PPA, PGE will treat your proposal as a new request for a draft Standard PPA. Within 15 business days of receiving your written proposal, PGE will send you either a new draft Standard PPA or PGE will request additional or clarifying information if PGE reasonably determines that it requires more information before it can prepare a new draft Standard PPA in response to your proposal to change contract terms or project details.

If you request a final draft Standard PPA without proposing substantive changes to your project or the enclosed draft Standard PPA, then within 15 business days of receiving your written request, PGE will send you either a final draft Standard PPA or request additional or clarifying information if PGE reasonably determines that additional information is necessary to prepare a final draft Standard PPA.

SSD Clackamas 1
7/6/17
Page 3 of 3

This letter summarizes certain aspects of the Standard PPA process; it does not address every detail of the process. Additional details will be provided for each stage in PGE's letters associated with each stage.

Sincerely,

Ryin Khandoker | Structuring and Origination

Portland General Electric | 121 SW Salmon Street, 3WTC0306, Portland, Oregon 97204

☎: 503-464-8448 | ✉: ryin.khandoker@pgn.com

enclosure: *Draft Standard PPA for SSD Clackamas 1 LLC's SSD Clackamas 1 Project*

EXHIBIT C

UM 1869

SSD Clackamas 1 LLC vs. Portland General Electric Company

Portland General Electric Company's Answer

From: Ryan Hulett ryan@upstreamcleanenergy.com

Subject: Re: Draft Standard PPA: SSD Clackamas 1

Date: July 7, 2017 at 2:11 PM

To: Ryin Khandoker /O=PGE/OU=First Administrative Group/cn=Recipients/cn=E00750

Cc: Brett Greene /O=PGE/OU=EXCHANGE ADMINISTRATIVE GROUP /CN=RECIPIENTS/CN=E01949, John Morton

/O=PGE/OU=EXCHANGE ADMINISTRATIVE GROUP /CN=RECIPIENTS/CN=E46920, Angeline Chong

/O=PGE/OU=First Administrative Group/cn=Recipients/cn=AngelineChong, Irion Sanger irion@sanger-law.com, John Knight jknight@stratasolar.com, Joseph Krawczel jkrawczel@stratasolar.com

Please take care when opening links, attachments or responding to this email as it originated outside of PGE.

Hi Ryin-

SSDC1 requests that PGE provide a final, executable power purchase agreement as soon as possible. PGE was required to provide a draft power purchase agreement on July 5, and provided a draft on July 6. The following items have been reconciled, and should be incorporated into the final executable PPA.

1. Uprate in Nameplate Capacity Rating from 2MW to 4MW – PGE and SSDC1 agree that the Nameplate Capacity Rating shall be 4MW
2. Uprate in Net Dependable Capacity from 2MW to 4MW – PGE and SSDC1 agree that the Net Dependable Capacity shall be 4MW
3. Maximum Net Output – SSDC1 has attached an energy prediction report from a third-party engineer showing that the Maximum Net Output should be 10,000,000. PGE and SSDC1 agree that 10,000,000 is a reasonable Maximum Net Output.
4. “Which may include, but not limited to” in Exhibit C – PGE and SSDC1 agree that this language shall remain unmodified.
5. Deletion of Requirement for EIM – SSDC1 will install appropriate telemetry and metering that is necessary for PGE’s participation in the EIM and is fine with the unmodified language.

In addition to the above items, PGE arbitrarily changed the COD in Section 2.2.2 from April 1, 2020 to March 1, 2020. This change was not requested by SSDC1, and the April 1, 2020 date was included in the first draft PPA that was provided by PGE (see section 2.2.2 of the attached first draft PPA). If this was an error or a change by PGE, it should not delay the tendering of the executable PPA.

SSDC1 requests that PGE provide the final executable PPA in less than 15 business days. At a minimum, the time to respond should be shortened because PGE provided the draft PPA late (on July 6 rather than July 5). SSD Clackamas 1 understands that PGE has requested a change in eligibility for standard contract rates and provisions, and that PGE will request an avoided cost rate reduction later this summer or fall, and SSD Clackamas 1 requests that PGE finalize a PPA prior to either of these actions taking place. Therefore, SSD Clackamas 1 does not need to be provided any interim PPAs, but requests that a final and executable PPA be provided immediately.

SSDC1 is committed to sell power to PGE under the currently effective Schedule 201 rates, and the terms and conditions of the draft PPA, including a Maximum Net Output of 10,000,000. SSD Clackamas is prepared to execute this PPA today, and we understand that there are no outstanding terms or conditions that preclude our eligibility for the current 2017 pricing.

Please let me know when PGE can sign the PPA and when PGE will provide a final executable PPA. We look forward to executing them before the Schedule 201 prices change or available for standard contract rates and provisions are modified.

Thanks,

Ryan

Ryan Hulett, PE

Principal | Upstream Energy Services

7650 Girard Avenue, Suite 300

La Jolla, CA 92037

Cell: 858.260.0149

From: Ryin Khandoker <Ryin.Khandoker@pgn.com >
Date: Thursday, July 6, 2017 at 3:48 PM
To: Ryan Hulett <ryan@upstreamcleanenergy.com >
Cc: Brett Greene <Brett.Greene@pgn.com >, John Morton <John.Morton@pgn.com >, Angeline Chong <Angeline.Chong@pgn.com >, Irion Sanger <irion@sanger-law.com >, John Knight <jknight@stratasolar.com >, Joseph Krawczel <jkrawczel@stratasolar.com >
Subject: Draft Standard PPA: SSD Clackamas 1

Ryan,

Attached is the draft Standard PPA and supporting letter for SSD Clackamas 1.

Regards,

Ryin Khandoker | Structuring and Origination

Portland General Electric | 121 SW Salmon Street, 3WTC0306, Portland, Oregon 97204

☎ : 503-464-8448 | ✉ : ryin.khandoker@pgn.com

From: Ryan Hulett [mailto:ryan@upstreamcleanenergy.com]
Sent: Thursday, July 06, 2017 7:55 AM
To: Ryin Khandoker
Cc: Brett Greene; John Morton; Angeline Chong; Irion Sanger; John Knight; Joseph Krawczel
Subject: Re: Receipt of Proposal to Revise Variable Terms of Draft Standard PPA - SSD Clackamas 1

Please take care when opening links, attachments or responding to this email as it originated outside of PGE.

Hi Ryin –

Please advise on the status of the draft PPA that was due yesterday.

Thanks,

Ryan

From: Angeline Chong <Angeline.Chong@pgn.com>
Date: Thursday, June 15, 2017 at 3:06 PM
To: Ryan Hulett <ryan@upstreamcleanenergy.com>
Cc: Ryin Khandoker <Ryin.Khandoker@pgn.com>, Brett Greene <Brett.Greene@pgn.com>, John Morton <John.Morton@pgn.com>
Subject: Receipt of Proposal to Revise Variable Terms of Draft Standard PPA - SSD Clackamas 1

To: Ryan Hulett
From: Angeline Chong
Date: June 15, 2017
Subject: Receipt of Proposal to Revise Variable Terms of Draft Standard PPA
SSD Clackamas 1 project, a proposed 4 megawatt solar qualifying facility

Dear **Mr. Hulett**,

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE).

On **June 13, 2107**, PGE received your written proposal to revise the variable terms of the draft Standard PPA. By July 5, 2107, PGE will send you one of the following: a final draft Standard PPA, a new draft Standard PPA (if you have proposed substantive changes to your project proposal or to the variable terms of the original draft Standard PPA), or a request for any additional or clarifying information that PGE may require. If you have any questions please respond to this email or contact me at (503) 464-7343.

Sincerely,

Angeline D. Chong|

Portland General Electric |

121 SW Salmon St. 3WTC0306 | Portland, Oregon 97204|

W: 503-464-7343 | F: 503-464-2605 |

E: angeline.chong@pgn.com



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Draft PPA SSD 1
and Sc...[1].pdf

EXHIBIT D

UM 1869

SSD Clackamas 1 LLC vs. Portland General Electric Company

Portland General Electric Company's Answer

From: Ryin Khandoker /o=PGE/ou=First Administrative Group/cn=Recipients/cn=E00750

Subject: RE: Draft Standard PPA: SSD Clackamas 1

Date: July 13, 2017 at 12:25 PM

To: Ryan Hulett ryan@upstreamcleanenergy.com

Cc: Brett Greene /o=PGE/ou=Exchange Administrative Group /cn=Recipients/cn=E01949, John Morton

/o=PGE/ou=Exchange Administrative Group /cn=Recipients/cn=E46920, Angeline Chong

/o=PGE/ou=First Administrative Group/cn=Recipients/cn=AngelineChong, Irion Sanger irion@sanger-law.com, John Knight jknight@stratasolar.com, Joseph Krawczel jkrawczel@stratasolar.com

Ryan,

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE).

On May 23, 2017, PGE provided you with an original draft Standard PPA. The cover letter accompanying the draft Standard PPA explained PGE's Schedule 201 process and indicated that the next step in the process involved PGE producing a final draft Standard PPA. On June 13, 2017, PGE received your request for an executable Standard PPA and for several changes to the original draft Standard PPA. On June 15, 2017, PGE sent you an email indicating that by July 5, 2017, PGE would send you either a final draft Standard PPA (if the changes you requested were non-substantive), a new draft Standard PPA (if the changes you requested were substantive), or a request for any additional or clarifying information that PGE required to further process your request for a Standard PPA. PGE determined that several of your June 13, 2017 requests for changes were substantive, and on July 6, 2017, PGE sent you a new draft Standard PPA and a letter addressing each of the changes you had requested on June 13, 2017. On July 7, 2017, you responded to PGE's July 6, 2017 materials by requesting an executable Standard PPA.

PGE intends to continue to follow its regular Schedule 201 process. Under that process the next step is for PGE to evaluate your July 7, 2017 submission and to respond within 15 business days (i.e., by July 28, 2017) with either a final draft Standard PPA (if any changes you request are non-substantive), a new draft Standard PPA (if any changes you request are substantive), or a request for any additional or clarifying information that PGE requires to further process your request for a Standard PPA.

As you know, on June 30, 2017, PGE applied to the Public Utility Commission of Oregon to modify eligibility for standard contracts and standard prices. That application has been assigned to Commission Docket No. UM 1854 and includes a motion for interim relief. The relief requested in UM 1854 could impact your eligibility for standard prices or a Standard PPA. PGE has requested expedited consideration of its motion for interim relief and does not expect to provide you with an executable Standard PPA before the Commission has ruled on PGE's motion for interim relief in UM 1854.

Sincerely,

Ryin Khandoker | Structuring and Origination

Portland General Electric | 121 SW Salmon Street, 3WTC0306, Portland, Oregon 97204

☎ : 503-464-8448 | ✉ : ryin.khandoker@pgn.com

From: Ryan Hulett [mailto:ryan@upstreamcleanenergy.com]

Sent: Friday, July 07, 2017 2:12 PM

To: Ryin Khandoker

Cc: Brett Greene; John Morton; Angeline Chong; Irion Sanger; John Knight; Joseph Krawczel

Subject: Re: Draft Standard PPA: SSD Clackamas 1

*****Please take care when opening links, attachments or responding to this email as it originated outside of PGE.*****

Hi Ryin-

SSD Clackamas 1 ("SSDC1") requests that PGE provide a final, executable power purchase agreement as soon as possible. PGE was required to provide a draft power purchase agreement on July 5, and provided a draft on July 6. The following items have been reconciled, and should be incorporated into the final executable PPA.

1. Uprate in Nameplate Capacity Rating from 2MW to 4MW – PGE and SSDC1 agree that the Nameplate Capacity Rating shall be 4MW
2. Uprate in Net Dependable Capacity from 2MW to 4MW – PGE and SSDC1 agree that the Net Dependable Capacity shall be 4MW
3. Maximum Net Output – SSDC1 has attached an energy prediction report from a third-party engineer showing that the Maximum Net Output should be 10,000,000. PGE and SSDC1 agree that 10,000,000 is a reasonable Maximum Net Output.
4. “Which may include, but not limited to” in Exhibit C – PGE and SSDC1 agree that this language shall remain unmodified.
5. Deletion of Requirement for EIM – SSDC1 will install appropriate telemetry and metering that is necessary for PGE’s participation in the EIM and is fine with the unmodified language.

In addition to the above items, PGE arbitrarily changed the COD in Section 2.2.2 from April 1, 2020 to March 1, 2020. This change was not requested by SSDC1, and the April 1, 2020 date was included in the first draft PPA that was provided by PGE (see section 2.2.2 of the attached first draft PPA). If this was an error or a change by PGE, it should not delay the tendering of the executable PPA.

SSDC1 requests that PGE provide the final executable PPA in less than 15 business days. At a minimum, the time to respond should be shortened because PGE provided the draft PPA late (on July 6 rather than July 5). SSD Clackamas 1 understands that PGE has requested a change in eligibility for standard contract rates and provisions, and that PGE will request an avoided cost rate reduction later this summer or fall, and SSD Clackamas 1 requests that PGE finalize a PPA prior to either of these actions taking place. Therefore, SSD Clackamas 1 does not need to be provided any interim PPAs, but requests that a final and executable PPA be provided immediately.

SSDC1 is committed to sell power to PGE under the currently effective Schedule 201 rates, and the terms and conditions of the draft PPA, including a Maximum Net Output of 10,000,000. SSD Clackamas is prepared to execute this PPA today, and we understand that there are no outstanding terms or conditions that preclude our eligibility for the current 2017 pricing.

Please let me know when PGE can sign the PPA and when PGE will provide a final executable PPA. We look forward to executing them before the Schedule 201 prices change or available for standard contract rates and provisions are modified.

Thanks,

Ryan

Ryan Hulett, PE

Principal | Upstream Energy Services

7650 Girard Avenue, Suite 300

La Jolla, CA 92037

Cell: 858.260.0149

From: Ryin Khandoker <Ryin.Khandoker@pgn.com>

Date: Thursday, July 6, 2017 at 3:48 PM

To: Ryan Hulett <ryan@upstreamcleanenergy.com>

Cc: Brett Greene <Brett.Greene@pgn.com>, John Morton

<John.Morton@pgn.com>, Angeline Chong <Angeline.Chong@pgn.com>, Irion Sanger <irion@sanger-law.com>, John Knight <jknight@stratasolar.com>, Joseph Krawczel <jkrawczel@stratasolar.com>

Subject: Draft Standard PPA: SSD Clackamas 1

Ryan,

Attached is the draft Standard PPA and supporting letter for SSD Clackamas 1.

Regards,

Ryin Khandoker | Structuring and Origination

Portland General Electric | 121 SW Salmon Street, 3WTC0306, Portland, Oregon 97204

☎ : 503-464-8448 | ✉ : ryin.khandoker@pgn.com

From: Ryan Hulett [<mailto:ryan@upstreamcleanenergy.com>]
Sent: Thursday, July 06, 2017 7:55 AM
To: Ryin Khandoker
Cc: Brett Greene; John Morton; Angeline Chong; Irion Sanger; John Knight; Joseph Krawczel
Subject: Re: Receipt of Proposal to Revise Variable Terms of Draft Standard PPA - SSD Clackamas 1

Please take care when opening links, attachments or responding to this email as it originated outside of PGE.

Hi Ryin –

Please advise on the status of the draft PPA that was due yesterday.

Thanks,

Ryan

From: Angeline Chong <Angeline.Chong@pgn.com>
Date: Thursday, June 15, 2017 at 3:06 PM
To: Ryan Hulett <ryan@upstreamcleanenergy.com>
Cc: Ryin Khandoker <Ryin.Khandoker@pgn.com>, Brett Greene <Brett.Greene@pgn.com>, John Morton <John.Morton@pgn.com>
Subject: Receipt of Proposal to Revise Variable Terms of Draft Standard PPA - SSD Clackamas 1

To: **Ryan Hulett**
From: **Angeline Chong**
Date: **June 15, 2017**
Subject: Receipt of Proposal to Revise Variable Terms of Draft Standard PPA
SSD Clackamas 1 project, a proposed 4 megawatt solar qualifying facility

Dear **Mr. Hulett**,

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE).

On **June 13, 2107** , PGE received your written proposal to revise the variable terms of the draft Standard PPA. By July 5, 2107, PGE will send you one of the following: a final draft Standard PPA, a new draft Standard PPA (if you have proposed substantive changes to your project proposal or to the variable terms of the original draft Standard PPA), or a request for any additional or clarifying information that PGE may require. If you have any questions please respond to this email or contact me at (503) 464-7343.

Sincerely,

Angeline D. Chongl

Portland General Electric I

121 SW Salmon St. 3WTC0306 | Portland, Oregon 97204l

W: 503-464-7343 | F: 503-464-2605 |

E: angeline.chong@pgn.com

EXHIBIT E

UM 1869

SSD Clackamas 1 LLC vs. Portland General Electric Company

Portland General Electric Company's Answer



Portland General Electric Company
121 SW Salmon Street • Portland, Oregon 97204

7/25/17

Via Electronic Mail

Ryan Hulett
7650 Girard Avenue, Suite 300
La Jolla, CA 92037
ryan@upstreamcleanenergy.com

RE: Transmittal of New Draft Standard PPA
SSD Clackamas 1 project, a proposed 4 megawatt solar QF

Dear Mr. Hulett,

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On 7/7/17, PGE received your email requesting an executable Standard PPA and proposing substantive changes to your project or to the variable terms of the draft Standard PPA. To reflect the changes you have proposed PGE has prepared a new draft Standard PPA.

Enclosed please find a new draft Standard PPA for your SSD Clackamas 1 project, a proposed 4 megawatt solar generating facility that was self-certified as a qualifying facility (QF) pursuant to 18 CFR 292.207. PGE understands that SSD Clackamas 1 a LLC formed under the laws of the State of North Carolina is the owner of the SSD Clackamas 1 project and will be the Seller under the Standard PPA. If any of this information or any of the factual details contained in the enclosed new draft Standard PPA are incorrect or change, please inform PGE immediately.

The enclosed new draft Standard PPA is a discussion draft; it is not a binding offer and PGE reserves the right to revise any of its variable terms, including exhibits. No binding Standard PPA will exist between PGE and SSD Clackamas 1 unless and until PGE has provided SSD Clackamas 1 with an executable Standard PPA and both SSD Clackamas 1 and PGE have executed the document.

At this stage in the process you have several options: you can decide not to pursue a contract any further; you can propose in writing substantive changes to your project or the variable terms of the new draft Standard PPA; or you can send PGE a written request to prepare a final draft Standard PPA without proposing any substantive changes to your project or the contract.

SSD Clackamas 1

7/25/17

Page 2 of 2

If you propose substantive changes to your project or to the variable terms of the enclosed draft Standard PPA, PGE will treat your proposal as a new request for a draft Standard PPA. Within 15 business days of receiving your written proposal, PGE will send you either a new draft Standard PPA or PGE will request additional or clarifying information if PGE reasonably determines that it requires more information before it can prepare a new draft Standard PPA in response to your proposal to change contract terms or project details.

If you request a final draft Standard PPA without proposing substantive changes to your project or the enclosed draft Standard PPA, then within 15 business days of receiving your written request, PGE will send you either a final draft Standard PPA or request additional or clarifying information if PGE reasonably determines that additional information is necessary to prepare a final draft Standard PPA.

This letter summarizes certain aspects of the Standard PPA process; it does not address every detail of the process. Additional details will be provided for each stage in PGE's letters associated with each stage.

Finally, as you know, on June 30, 2017, PGE applied to the Public Utility Commission of Oregon to modify eligibility for standard contracts and standard prices. That application has been assigned to Commission Docket No. UM 1854 and includes a motion for interim relief. The relief requested in UM 1854 could impact your eligibility for standard prices or a Standard PPA. PGE has requested expedited consideration of its motion for interim relief and does not expect to provide you with an executable Standard PPA before the Commission has ruled on PGE's motion for interim relief in UM 1854.

Sincerely,

Ryin Khandoker | Structuring and Origination

Portland General Electric | 121 SW Salmon Street, 3WTC0306, Portland, Oregon 97204

☎: 503-464-8448 | ✉: ryin.khandoker@pgn.com

enclosure: *Draft Standard PPA for SSD Clackamas 1 LLC's SSD Clackamas 1 Project*