

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1877-UM 1882, UM 1884-UM 1886, UM 1888-UM 1890

In the Matters of

BOTTLENOSE SOLAR, LLC;
VALHALLA SOLAR, LLC;
WHIPSNAKE SOLAR, LLC;
SKYWARD SOLAR, LLC;
LEATHERBACK SOLAR, LLC; PIKA
SOLAR, LLC; COTTONTAIL SOLAR,
LLC; OSPREY SOLAR, LLC; WAPITI
SOLAR, LLC; BIGHORN SOLAR,
LLC; MINKE SOLAR, LLC; HARRIER
SOLAR, LLC,

Complainants,

v.

PORTLAND GENERAL ELECTRIC
COMPANY,

Defendant.

COMPLAINANTS' REPLY IN SUPPORT
OF MOTION TO COMPEL DISCOVERY

I. INTRODUCTION

Bottlenose Solar, LLC, Valhalla Solar, LLC, Whipsnake Solar, LLC, Skyward Solar, LLC, Leatherback Solar, LLC, Pika Solar, LLC, Cottontail Solar, LLC, Osprey Solar, LLC, Wapiti Solar, LLC, Bighorn Solar, LLC, Minke Solar, LLC, and Harrier Solar, LLC (“Complainants”) file this Reply in Support of their Motion to Compel Discovery and in response to Portland General Electric Company’s (“PGE”) Response to Motion to Compel.

II. REPLY

Complainants’ data requests are both relevant to their claims and PGE’s defenses, and, given the needs of this case, the requests are not unreasonably burdensome or overbroad. PGE’s

response argues that Complainants' data requests are irrelevant because PGE claims that, if the data prove that PGE did not consistently follow a three-stage process, then Complainants would not be successful in proving that they are entitled to contracts prior to June 1, 2017.¹ PGE's arguments make numerous inaccurate assumptions regarding Complainants' broader legal theories that Complainants strongly disagree with, and are not appropriate to be resolved through a motion to compel.

Complainants' fundamental legal argument is that a qualifying facility's commitment to sell power is the ultimate deciding factor for when a legally enforceable obligation ("LEO") is formed (that the utility or even the Commission cannot prevent a qualifying facility from determining when a LEO is formed). Any Commission or utility process that ultimately keeps a qualifying facility from reasonably committing itself to sell its net output to a utility is invalid, and there is no prescribed administrative contracting process that can operate to block a LEO, regardless of how many stages and whether PGE inappropriately delayed. The issue in this motion to compel is whether PGE raised only one of a number of unreasonable restrictions in the contract negotiation process that gave PGE an excuse not to provide each of the Complainants an executable contract. Some of delays and unreasonable obstacles at issue in this proceeding include, but are not limited to: 1) requiring the qualifying facility to re-submit information multiple times; 2) not informing the qualifying facility that information was received; 3) refusing to meet or delaying meetings with the qualifying facility; 4) always taking the full fifteen business days to respond rather than providing responsive information or the next draft contract

¹ See PGE's Response at 9 ("As demonstrated in Table A, above, the facts alleged in the complaints demonstrate that even if PGE were held to a two-stage process in negotiations with Complainants, Complainants still would not have had executable PPAs prior to June 1, 2017. Consequently, any inquiry into the three-stage versus two-stage process, and PGE's historical practices relating thereto, is irrelevant and therefore not discoverable.")

upon completion; 5) requesting unreasonable information; 6) refusing to respond to requests for information; 7) incorrectly counting the number of business days; 8) refusing to provide draft contracts when due; and 9) not informing qualifying facilities about expected regulatory filings that would lower avoided costs, shorten the time in which rates would change, and reduce eligibility for standard contracts and prices.

In addition, and the only issue in this Motion to Compel, is PGE's (potentially new) claims that a qualifying facility must follow a three-step process. This is despite PGE's Schedule 201 that sets forth a two-stage process for processing a qualifying facility's request for a standard power purchase agreement and that explicitly allows a qualifying facility to request and obtain an executable contract after agreeing to the terms provided in a draft power purchase agreement.

PGE argues that the requested information is irrelevant because PGE asserts that regardless of whether a two or three-stage process is used, then the Complainants would not have received an executable power purchase agreement and could not form a legally enforceable obligation. Instead of viewing the contract negotiation process as a way to allow a qualifying facility to expeditiously and easily execute a contract, PGE outlines a formalistic process of hurdles that PGE can require a qualifying facility to follow to "get over the finish line," regardless of its own illegal and inappropriate actions.

Even under PGE's world view of contract negotiations, a combination of any two of the delays or illegal actions could result in the Complainants forming legally enforceable obligations. Under a two-stage process and only one or two other inappropriate obstructions would mean that the Complainants should be provided an executable contract.² For example,

² Complainants are not admitting that PGE's formalistic process is required, but illustrating how, even under that approach, PGE would have been required to provide an executable power purchase agreement. As mentioned above, Complainants primary legal argument

if PGE should have provided a draft contract earlier or not otherwise delayed the process by requesting unreasonable information, then many if not all the Complainants would have been entitled to a power purchase agreement by June 1 under a two-stage process.

Regardless of the specific steps in PGE's obstacle course, PGE's current insistence on a three-stage process is also generally relevant to PGE's pattern and practices of raising unreasonable restrictions on the execution of contract. If PGE only recently began following a three-stage process, then it is relevant because it is one of a number of new barriers PGE has created to prevent a qualifying facility from committing itself to sell power and form a legally enforceable obligation. In the end, the Complainants have never asserted that whether or not PGE recently followed or is even allowed to follow a three-step process is the sole dispositive issue in the case; however, it may be a key fact that fits into a pattern of abusive and illegal behavior.

A. The Data Requests are Relevant to Determine Whether PGE Unreasonably Delayed and Obstructed Progress Towards Executable Contracts

The Complainants' data requests are relevant to their claims that PGE has unreasonably delayed and obstructed progress towards executable contracts. The data requests are also relevant to PGE's defenses that it has not delayed or obstructed progress because it followed an internal three-stage process for negotiating qualifying facility contracts. Finally, even if PGE is correct and Complainants' success on the merits relies on proving facts or legal conclusions in addition to or as an alternative to proving the facts at issue in these data requests, that does not make the data requests irrelevant as PGE argues.

is that their commitment to sell their net output formed a legally enforceable obligation. The issue of PGE's delays becomes relevant, however, if the Commission disagrees with the Complainants primary legal argument.

First, PGE’s argument concedes that the data requested is relevant to proving whether PGE uniformly applied a three-stage process. Relevant evidence must: 1) tend to make the existence of any fact at issue more or less probable than it would be without the evidence; and 2) be of the type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs.³ Therefore, relevant evidence does not have to prove or disprove a claim, it just needs to make it *more or less probable*.

The data at issue in this Motion to Compel depending on what they show, would make it *more or less probable* that PGE unreasonably obstructed and delayed the contracting process. The primary fact at issue in this Motion to Compel is whether PGE’s asserted three-stage process is a recently made-up requirement used to delay executing standard contracts and part of a broad pattern of behavior by PGE of becoming more and more obstructive. The data requested would show when PGE provided documents at each of the three stages and whether that process was consistently followed. On the one hand, if the data show that PGE historically did not provide documents for each of the stages, it would be *more probable* that PGE only recently made this a requirement as a way to delay contract execution. On the other hand, if the data show that PGE consistently provided documents for each of the three stages, then it is *less probable* that PGE only recently used this process as a delay tactic.⁴ Therefore, because the fact at issue here would be *more or less probable* depending on what the data show, the requested data are relevant.

Second, PGE’s argument goes to the merits of Complainants’ legal claims, which are not at issue on a Motion to Compel for limited data requests. PGE assumes that Complainants’ success on the merits relies solely on the legal conclusion that “PGE [be] held to a two-stage

³ OAR 860-001-0450(1).

⁴ Instead, it would show that PGE has consistently ignored the Commission’s policy and Schedule 201’s terms that outline a two-stage process.

process in negotiations” (i.e. that the data at issue in this Motion to Compel weigh in Complainants’ favor).⁵ Depending on the legal standard that the Commission applies regarding the formation of a LEO, it may be true that in order for Complainants to be entitled to contracts prior to June 1, 2017, they have to prove other facts or legal conclusions besides the facts at issue in this Motion to Compel. PGE’s argument goes to the heart of the claims. Its argument implicates issues not at issue in this Motion to Compel such as whether Complainants have proven sufficient other facts that would combine with the facts at issue here to prove Complainants’ legal claims. The data requested here is just one piece of the puzzle. The fact that these data, standing alone, may not or would not prove Complainants’ cases is no bar to discovery. As indicated above, to be relevant the data do not have to prove a legal claim, but only has to make a fact at issue more or less probable. Therefore, because PGE’s argument does not actually dispute that this evidence is relevant but goes to the merits of Complainants’ legal claims, the Commission should find that the data requested are relevant.

PGE also assumes that Complainants do not take issue with some of PGE’s other positions.⁶ Complainants do take issue with PGE’s 15 business-day turnaround and its policies regarding contract execution, but these issues are not litigated in a motion to compel. The issues in this Motion to Compel are limited to the specific data requests and not the parties’ broader

⁵ See PGE’s Response at 6.

⁶ See PGE’s Response at 6 (“Complainants’ motion and data requests do not take issue with PGE’s 15 business-day turnaround. Nor do Complainants attack PGE’s policy that the power purchase prices established in the PPA are based on PGE’s Standard Avoided Costs or Renewable Avoided Costs in effect at the time the QF executes the executable Standard PPA. Instead, Complainants focus solely on whether PGE is entitled to provide the QF with a final draft Standard PPA before providing the QF with an executable Standard PPA.”).

legal claims. Therefore, the Commission should disregard PGE's assertions about what Complainants do and do not take issue with.

Additionally, if PGE truly believes that the Complainants' claims will fail on the merits if the data requested fall in Complainants' favor, then PGE should file a motion for summary judgment or stipulate that it has not uniformly followed this procedure. If PGE's position is that if all facts are ruled in Complainants' favor, Complainants lose as a matter of law, then PGE's remedy is to file a motion for summary judgment, not to argue that one piece of evidence is irrelevant. Complainants also already offered to drop this Motion to Compel if PGE will stipulate and admit that it has not consistently followed its claimed three-stage process prior to May 2017, and this offer is still on the table.⁷

B. PGE's Burden of Production is Commensurate with the Needs of These Cases to Resolve a Central Issue and the Data Requests are Tailored to Produce Only Relevant Evidence

Given the needs of this case, the data requests are not unreasonably burdensome or overbroad. First, Complainants have a substantial need for the requested data. Second, PGE could reduce its burden by narrowly tailoring its search parameters to discover only the documents responsive to these requests, and if not, the burden of reviewing the emails is not unreasonable but commensurate with the needs of the case. Third, the data requests are limited in scope to only communications between PGE and its qualifying facilities in connection with sending and receiving draft, final, and executable standard contracts.

Complainants have a substantial need for the requested data because they are probative of whether PGE developed a pattern and practice of unreasonably obstructing progress towards executable contracts and relevant to proving that Complainants are entitled to pre-June-2017

contracts. PGE repeats its arguments again claiming that this information is not important because Complainants' claims will fail even if these data weigh in Complainants' favor.⁸

However, PGE's argument again proves the importance of these data. The Commission's rules require that "[d]iscovery must be commensurate with the needs of the case, the resources available to the parties, and the importance of the issues to which the discovery relates."⁹ This issue may be important to Complainants' claims, and Complainants have no other resources from which to acquire this information. It is within PGE's exclusive control, and, as demonstrated by Becki Bottemiller's Declaration, PGE has the resources to locate the requested documents.¹⁰ Simply because Complainants' claims might rely on other findings of fact or conclusions of law in addition to or as an alternative to the facts at issue in these data requests, that does not make the requested data irrelevant, but makes them essential. Therefore, because these data are important to this case, Complainants have a substantial need for the requested data.

The burden these data requests place on PGE is not unreasonable, and there are steps that PGE can take to reduce its burden. PGE argues that the data requests are unreasonably burdensome because: 1) it deleted documents prior to 2013; 2) it will have to review all communications with qualifying facilities to determine which documents are responsive; 3) its initial search yielded a large number of extraneous communications; and 4) it would need to review the documents for responsiveness and privilege. First, if PGE does not have the

⁸ See PGE's Response at 11 ("the information requested has no importance because the claims fail even if PGE is held to a two-stage process").

⁹ OAR 860-001-0500(1).

¹⁰ See Declaration of Becki Bottemiller at 2 ("I conducted an initial search of potential search terms against the email inboxes of four custodians identified as employees who may have emails responsive to Complainants' Data Requests Nos. 002 and 003").

requested data prior to 2013,¹¹ that actually reduces the burden on PGE because it will have fewer years of data to produce. While Complainants requested and ideally would like the data requested for the past 10 years, if the data no longer exist, then there is not much that can be done to get it in a motion to compel. If the documents have been deleted but are retained on back-up drives, then the parties can discuss other arrangements to acquire the information. But, if PGE is correct, that the data simply do not exist, then PGE would likely be relieved of the burden to produce the pre-2013 data. PGE can be required to answer interrogatories, and/or Complainants may need to conduct depositions of relevant PGE employees to obtain the information.

Second, PGE could mitigate its remaining three concerns by using very pointed search terms that return only the documents requested. Using a more tailored search, PGE could avoid reviewing every communication with qualifying facilities, reduce the number of extraneous documents returned on the search, and reduce the number of documents that need to be reviewed for responsiveness and privilege. PGE indicates that all (or the vast majority) of the documents requested are contained within the electronic mail accounts of a few employees.¹² In response to Complainants' data request number nine, PGE produced form letters and form emails that PGE provided to qualifying facilities who requested standard contracts for the last ten years.¹³ A search of the exact language in these form letters would yield a more focused result thereby reducing the number of emails PGE needs to review for responsiveness and privilege. For

¹¹ PGE indicates that it does not retain emails prior to 2013, so if the pre-2013 negotiations occurred via U.S. mail or other communications method, Complainants would still request those communications. See Response at 12.

¹² See PGE's Response at 12.

¹³ See PGE's Response to Complainants' Data Request No. 9 (attached hereto as Attachment A).

example, a search of the language “Transmittal of Final Draft Standard PPA” or “Enclosed please find a final draft Standard PPA,” could yield every email where a final draft was sent.¹⁴ Becki Bottemiller did not mention what search terms she used in her preliminary review, however, Complainants are willing to work with PGE to develop appropriate search terms.

Further, even if PGE’s search terms result in a large number of electronically stored documents, it is not unreasonably burdensome for PGE to review and produce those documents because voluminous electronic records are a normal part of business and litigation. “As individuals and corporations increasingly do business electronically—using computers to create and store documents, make deals, and exchange e-mails—the universe of discoverable material has expanded exponentially.”¹⁵ This electronically stored information is covered by the rules of discovery. The Oregon Rules of Civil Procedure specifically provide for discovery of electronically stored information.¹⁶

Further, courts have granted motions to compel in cases where recovery of the electronic information is even more burdensome than PGE’s burden in this instance.¹⁷ In the *Zubulake* case, the New York district court granted the plaintiff discovery of emails located on an inaccessible back-up drive that required timely and costly restoration before the data could be reviewed.¹⁸ In this case, PGE’s electronically stored data is easily accessible in email inboxes of PGE’s employees.¹⁹ Therefore, because electronic records and discovery are a common part of business and litigation, PGE’s burden of reviewing and producing this data is an expected part of

¹⁴ See *id.* at A/17.

¹⁵ *Zubulake v. UBS Warburg LLC*, 217 F.R.D. 309, 309 (S.D.N.Y. 2003).

¹⁶ ORCP 43E.

¹⁷ See *Zubulake*.

¹⁸ *Zubulake*, 217 F.R.D. at 317-320.

¹⁹ See Becki Bottemiller Declaration at 2.

doing business especially where PGE's electronically stored data is readily accessible. As such it is not unreasonable for PGE to review and produce the data requested.

Additionally, even if PGE is not able to reduce the number of search results through more pointed terms, PGE's burden of reviewing that volume of emails is commensurate with the needs of the case. Given the large number of claims Complainants (and other qualifying facilities) have against PGE for failure to enter into standard contracts asserting a variety of illegal negotiating tactics,²⁰ it is appropriate for PGE to provide responses to these data requests. It is in the best interests of the parties, if the Commission resolves whether PGE has consistently followed its asserted three-stage process or whether this is just one of a number of excuses PGE recently made up so that it could delay entering into contracts until after it lowered its avoided costs.

For the burden to be *commensurate* with the needs of the case, it needs to be warranted, appropriate, corresponding in size or degree, or proportionate to the needs of the case. PGE's burden is all of those things. It is warranted because PGE has taken extreme stances in its negotiations with qualifying facilities. Complainants have a basis for believing that this is just one of many roadblocks PGE used to obstruct progress towards executing a standard contract, and the data requested would help to prove or disprove that fact. Therefore, because the need of these cases center around PGE's numerous delay tactics, it is a proportionate burden for PGE to review and produce the responsive emails.

Last, the data requests at issue in this Motion to Compel are limited in scope to only PGE's communications with qualifying facilities concerning the sending and receiving of draft,

²⁰ And the Commission's own desire to track PGE's qualifying facility contracting negotiation progress in Docket No. UM 1854.

final, and executable standard contracts. This scope is not overbroad. It is narrowly tailored to the issue of whether PGE has consistently followed its asserted three-stage process. If, in the process of gathering the requested information, PGE has to sift through unresponsive documents, that does not mean that the request is impermissibly overbroad as PGE asserts. In addition, the fact that PGE may need to review communications for attorney-client privilege or confidential material is a standard practice in any litigation and cannot form the basis of restricting access. Therefore, because the scope of this request is tailored to the specific facts in issue in this case, the requests are not overbroad.

III. CONCLUSION

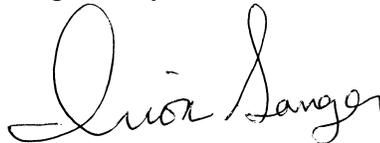
Complainants' data requests are highly relevant to and tailored to producing data that would tend to prove or disprove whether PGE, over time, developed a practice to delay and obstruct progress towards executing standard contracts by requiring a three-stage process. The need for the information is not diminished because of the possibility that the Complainants may be entitled to contracts under different legal theories (i.e., that they committed to sell their net output by executed power purchase agreements after conducting extensive negotiations), or that regardless of PGE's past behavior a three-stage process is not allowed. Even under PGE's view, the information is relevant because, combined with other inappropriate delays, obfuscations or actions, the Complainants may have been provided executable power purchase agreements if PGE had used a two-stage rather than a three-stage process. In addition, the information is relevant to another of the Complainants' claims, which is that PGE has engaged in a pattern and practice of attempting to systematically thwart qualifying facilities from executing power purchase agreements.

Further, the burden these data requests place on PGE is commensurate with the needs of this case. PGE can reduce the number of extraneous documents returned on its search, and therefore, number of documents that need to be reviewed for responsiveness and privilege by using search terms tailored to the specific language in the form letters it used in the past 10 years. Additionally, because electronic records are subject to discovery and commonly used in litigation, it is not unreasonable or disproportionate to the needs of this case for PGE to search its electronic records and produce the data requested.

As such, the Commission should grant Complainants' Motion to Compel and require that PGE produce the requested records by January 24, 2018 or some other specified date in order to give Complainants time to review the data before preparing and filing their opening testimony on February 12, 2018.

Dated this 18th day of January, 2018.

Respectfully submitted,



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Sanger Law, PC
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irion@sanger-law.com

Of Attorneys for Complainants

Attachment A

PGE's Response to Complainants' Data Request No. 9

January 5, 2018

TO: Irion Sanger
Sanger Law, P.C.

FROM: Patrick Hager
Manager, Regulatory Affairs

**PORTLAND GENERAL ELECTRIC
UM 1877 - UM 1882, UM 1844 - UM 1886, UM 1888 - UM 1890
PGE Response to Sanger Law's Data Request No. 009
Dated December 19, 2017**

Request:

For the last ten years, please provide copies of all PGE's internal policies regarding contracting process with qualifying facilities ("QF"), and all training materials regarding the handling of requests from QFs for standard contracts.

Initial Data Response (dated January 2, 2017):

PGE objects to this request on the grounds that it is overly broad, unduly burdensome, and seeks information that is not relevant to the resolution of the complaints. Notwithstanding and without waiving the foregoing objections, PGE responds as follows:

See PGE responses to Complainant's Data Request Nos. 001 and 003. PGE is in the process of compiling additional information response to this request.

First Supplemental Response (dated January 4, 2018):

Attachment 009-A provides Form Letters and Form Emails that we provide to QF's who request standard contracts.

UM 1877 - UM 1882, UM 1844 - UM 1886, UM 1888 - UM 1890

Attachment 009-A

Provided in Electronic Format Only

Forms Letters and Form Emails for Standard Contract Process

To:

From:

Date:

Subject: Receipt of Schedule 201 Initial Information Form
<NAME>project, a proposed 10 megawatt <TYPE> qualifying facility

Dear <NAME>,

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE). PGE is currently processing a large volume of applications for qualifying facility power purchase agreements and is committed to processing the applications consistent with the timelines set forth in its Schedule 201, which has been approved by the Public Utility Commission of Oregon (OPUC). Consistent with Schedule 201 and applicable OPUC Orders, PGE will apply the avoided cost rates that are in effect at the time that the PPA is executed by both parties.

On <DATE>, PGE received your submission of written information in response to PGE's *Schedule 201 Initial Information Form*. By **[DATE 15 BUSINESS DAYS LATER]**, PGE will send you either a draft Standard PPA or a request for any additional or clarifying information that PGE may require.

Sincerely,

[NAME]
[TITLE]

To: [RECIPIENT NAME AND EMAIL ADDRESS]
From: [SENDER NAME AND EMAIL ADDRESS]
Date: [DATE]
Subject: Receipt of Additional Information in Support of a Draft Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE]
megawatt [TYPE] qualifying facility—Acknowledging Receipt of Additional
Information for Draft Standard PPA

Dear [RECIPIENT NAME],

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE). On [DATE], PGE received your submission of written additional information in response to PGE's letter of [DATE]. By [DATE 15 BUSINESS DAYS AFTER FIRST DATE], PGE will send you either a draft Standard PPA or a request for any additional or clarifying information that PGE may require.

Sincerely,

[NAME]
[TITLE]

To: [RECIPIENT NAME AND EMAIL ADDRESS]
From: [SENDER NAME AND EMAIL ADDRESS]
Date: [DATE]
Subject: Receipt of [Request for Final Draft Standard PPA **OR** Proposal to Revise
Variable Terms of Draft Standard PPA]
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE]
megawatt [TYPE] qualifying facility—Acknowledging Receipt of Request
for Final Draft Standard PPA

Dear [RECIPIENT NAME],

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

On [DATE], PGE received your written [request for a final draft Standard PPA **OR**
proposal to revise the variable terms of the draft Standard PPA]. By [DATE **15**
BUSINESS DAYS LATER], 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.

[NAME]
[TITLE]

To: [RECIPIENT NAME AND EMAIL ADDRESS]
From: [SENDER NAME AND EMAIL ADDRESS]
Date: [DATE]
Subject: Receipt of Additional Information in Support of a Final Draft Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE]
megawatt [TYPE] qualifying facility—Acknowledging Receipt of Addition
Information for Final Draft Standard PPA

Dear [RECIPIENT NAME],

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE). On [DATE], PGE received your written submission of additional information in response to PGE's letter dated [DATE]. By [DATE 15 BUSINESS DAYS LATER THAN FIRST DATE], 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 or to the variable terms of the original draft Standard PPA), or a request for any additional or clarifying information that PGE may require.

Sincerely,

[NAME]
[TITLE]

To: [RECIPIENT NAME AND EMAIL ADDRESS]
From: [SENDER NAME AND EMAIL ADDRESS]
Date: [DATE]
Subject: Receipt of Additional Information in Support of a New Draft Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE]
megawatt [TYPE] qualifying facility

Dear [RECIPIENT NAME],

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE). On [DATE], PGE received your written submission of additional information in response to PGE's letter dated [DATE]. By [DATE 15 BUSINESS DAYS LATER THAN FIRST DATE], PGE will send you a new draft Standard PPA or a request for any additional or clarifying information that PGE may require.

Sincerely,

[NAME]
[TITLE]

To: [RECIPIENT NAME AND EMAIL ADDRESS]
From: [SENDER NAME AND EMAIL ADDRESS]
Date: [DATE]
Subject: Receipt of [Request for Executable Standard PPA **OR** Proposal to Revise
Variable Terms of Final Draft Standard PPA]
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE]
megawatt [TYPE] qualifying facility—Acknowledging Receipt of Request
for Executable Standard PPA

Dear [RECIPIENT NAME],

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

On [DATE], PGE received your written [request for an executable Standard PPA **OR**
proposal to revise the variable terms of the final draft Standard PPA]. By [DATE **15**
BUSINESS DAYS LATER], PGE will send you one of the following: an executable
Standard PPA, a new draft Standard PPA (if you have proposed substantive changes to
your project or to the variable terms of the final draft Standard PPA), or a request for any
additional or clarifying information that PGE may require.

Sincerely,

[NAME]
[TITLE]

To: [RECIPIENT NAME AND EMAIL ADDRESS]
From: [SENDER NAME AND EMAIL ADDRESS]
Date: [DATE]
Subject: Receipt of Additional Information in Support of an Executable Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE]
megawatt [TYPE] qualifying facility—Acknowledging Receipt of Addition
Information for Executable Standard PPA

Dear [RECIPIENT NAME],

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE). On [DATE], PGE received your written submission of additional information in response to PGE's letter dated [DATE]. By [DATE 15 BUSINESS DAYS LATER THAN FIRST DATE], PGE will send you one of the following: an executable Standard PPA, a new draft Standard PPA (if you have proposed substantive changes to your project or to the variable terms of the final draft Standard PPA), or a request for any additional or clarifying information that PGE may require.

Sincerely,

[NAME]
[TITLE]

To: [RECIPIENT NAME AND EMAIL ADDRESS]
From: [SENDER NAME AND EMAIL ADDRESS]
Date: [DATE]
Subject: Receipt of Additional Information in Support of a New Draft Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE]
megawatt [TYPE] qualifying facility

Dear [RECIPIENT NAME],

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE). On [DATE], PGE received your written submission of additional information in response to PGE's letter dated [DATE]. By [DATE **15 BUSINESS DAYS LATER THAN FIRST DATE**], PGE will send you a new draft Standard PPA or a request for any additional or clarifying information that PGE may require.

Sincerely,

[NAME]
[TITLE]

To: [RECIPIENT NAME AND EMAIL ADDRESS]
From: [SENDER NAME AND EMAIL ADDRESS]
Date: [DATE]
Subject: Receipt of Partially Executed Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE]
megawatt [TYPE] qualifying facility—Acknowledging Receipt of Request
for Executable Standard PPA

Dear [RECIPIENT NAME],

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

On [DATE], PGE provided you with an executable Standard PPA. Seller has executed the agreement and PGE received a copy of the partially executed Standard PPA on [DATE]. Provided Seller has not modified the executable Standard PPA, PGE will execute the agreement and provide a fully executed copy of the agreement to Seller by [DATE 15 BUSINESS DAYS LATER]. PGE will then file a copy of the fully executed Standard PPA with the Public Utility Commission of Oregon.

If Seller has proposed any modifications to the executable Standard PPA, PGE will treat the submission as a request for a new draft Standard PPA, and by [LAST STATED DATE] PGE will either send you a new draft Standard PPA or request additional or clarifying information if needed to fully understand the proposed revisions to the project or the variable contract terms.

Sincerely,

[NAME]
[TITLE]

To: [RECIPIENT NAME AND EMAIL ADDRESS]
From: [SENDER NAME AND EMAIL ADDRESS]
Date: [DATE]
Subject: Receipt of Additional Information in Support of a New Draft Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE]
megawatt [TYPE] qualifying facility

Dear [RECIPIENT NAME],

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE). On [DATE], PGE received your written submission of additional information in response to PGE's letter dated [DATE]. By [DATE 15 BUSINESS DAYS LATER THAN FIRST DATE], PGE will send you a new draft Standard PPA or a request for any additional or clarifying information that PGE may require.

Sincerely,

[NAME]
[TITLE]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Schedule 201 Initial Information Form

Dear [NAME],

Thank you for your [letter **OR** email **OR** call] of [DATE] indicating your interest in a Standard Power Purchase Agreement (Standard PPA). The process of obtaining a Standard PPA from Portland General Electric (PGE) is governed by PGE Schedule 201, a copy of which is available online at:

<https://www.portlandgeneral.com/business/power-choices-pricing/renewable-power/install-solar-wind-more/sell-power-to-pge>

To qualify for a Standard PPA, your generation project must satisfy a number of state and federal requirements. Among other requirements, your project must be certified as a qualifying facility pursuant to 18 CFR 292.207 and it must have a total manufacturer's nameplate capacity of 10,000 kilowatts or less.

First Step—Provide PGE with Information

The first step in the process of obtaining a Standard PPA is for you to provide PGE with the information identified in the enclosed *Schedule 201 Initial Information Request*. You should provide your response in writing. Please do not submit project information by filling in a copy of one of PGE's form contracts. Under the process established by Schedule 201 and approved by the Public Utility Commission of Oregon (OPUC), PGE will generate each draft of the Standard PPA. You will need to respond to the enclosed *Schedule 201 Initial Information Request* even if you have already provided PGE with some or all of the information required by the form. This will ensure that you are providing responses to the currently effective version of PGE's *Schedule 201 Initial Information Request*, that the steps in the Schedule 201 process are followed in their regular sequence, and that PGE can implement the Schedule 201 process in a consistent manner.

Within 15 business days of receiving your written response to PGE's *Schedule 201 Initial Information Form*, PGE will send you either a draft Standard PPA or a request for additional or clarifying information.

PGE will send you a request for more information if you have failed to provide all of the required information or if PGE requires additional or clarifying information to fully understand your proposal. Within 15 business days of receiving your written response to an additional information request, PGE will send you either a draft PPA or another

request for additional or clarifying information. This process will repeat as necessary until PGE has sufficient information to understand your proposal and prepare a draft PPA. Vague, uncertain, inconsistent or incomplete information is likely to lead to additional information requests. The best way to expedite the process of obtaining a draft Standard PPA is to provide PGE with specific, detailed and complete responses to all requests for information in PGE's *Schedule 201 Initial Information Form*.

The terms and conditions of PGE's Standard PPAs have been reviewed and approved by the OPUC. Most of the language of the Standard PPA is fixed and is not subject to negotiation or change. However, there are a number of *variable terms* that will differ from project to project. These variable terms will fill blank spaces in the standard form contract and will populate the contract exhibits. PGE will use the information you provide to insert variable terms into a draft Standard PPA.

The Rest of the Process—Draft PPA, Final Draft PPA, and Executable PPA

Once you have received your draft Standard PPA you will have several options: you can decide not to pursue an agreement any further; you can propose changes to your project or to the variable terms of the draft Standard PPA; or you can indicate that the draft Standard PPA is acceptable and request that PGE prepare a final draft Standard PPA.

If you propose substantive changes, PGE will treat your proposal as a new request for a draft Standard PPA and, within 15 business days of receiving your written proposal to change project details or the variable terms of the draft contract, PGE will send you either a new draft Standard PPA or request additional or clarifying information as necessary to fully understand your proposal.

If you ask PGE to prepare a final draft Standard PPA without substantive changes to the project proposal or variable terms, then, within 15 business days of receiving your written request, PGE will send you either a final draft Standard PPA or a request for any additional or clarifying information needed by PGE to prepare a final draft Standard PPA.

Once you have received a final draft Standard PPA, you will need to request in writing an executable Standard PPA. Within 15 business days of receiving your written request for an executable contract, PGE will send you either an executable Standard PPA, a new draft Standard PPA (if you have requested substantive changes as part of your request for an executable Standard PPA), or a request for additional or clarifying information if PGE determines that more information is needed to prepare an executable or new draft Standard PPA.

Once you receive an executable Standard PPA, you can execute it without alteration and establish a legally enforceable obligation. Pursuant to PGE's Schedule 201 at Sheet No. 201-3 and OPUC Order No. 16-174 at 3, the power purchase prices you are entitled to receive under your Standard PPA for the first 15 years of the contract term will be based

on PGE's Standard Avoided Costs or Renewable Avoided Costs in effect at the time that you execute an executable Standard PPA provided to you by PGE.

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

Sincerely,

enclosure: *Schedule 201 Initial Information Form*

cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Transmittal of Draft Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE] megawatt
[TYPE] QF

Dear [NAME],

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). We received your written response to PGE's *Schedule 201 Initial Information Form* on [DATE]. [INSERT IF **APPROPRIATE** On [DATE] PGE sent you a request for additional or clarifying information, and you responded in writing on [DATE].] PGE has determined that you have provided sufficient information to allow PGE to prepare a draft Standard PPA.

Enclosed please find a draft Standard PPA for your [NAME OF PROJECT] project, [a proposed **OR** an existing] [VALUE] megawatt [TYPE] generating facility that was [self **OR** FERC] certified as a qualifying facility (QF) pursuant to 18 CFR 292.207 on [DATE]. PGE understands that [SELLER NAME] a [TYPE OF ENTITY] formed under the laws of the State of [STATE] is the owner of the [PROJECT NAME] 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 draft Standard PPA are incorrect or change, please inform PGE immediately.

The enclosed 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 [SELLER NAME] unless and until PGE has provided [SELLER NAME] with an executable Standard PPA and both [SELLER NAME] 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 proposal or to the variable terms of the 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 draft contract.

If you propose substantive changes to your project or the variable terms of the 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 proposal or to the variable terms of the 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.

Once you have received a final draft Standard PPA, you will need to request in writing an executable Standard PPA. Within 15 business days of receiving such a written request, PGE will send you either an executable Standard PPA, a new draft Standard PPA (if you have requested substantive revisions to the final draft Standard PPA as part of your request for an executable Standard PPA), or a request for additional or clarifying information if PGE determines more information is needed to prepare an executable or new draft Standard PPA.

Once you receive an executable Standard PPA, you can execute it without alteration and establish a legally enforceable obligation. Pursuant to PGE's Schedule 201 at Sheet No. 201-3 and OPUC Order No. 16-174 at 3, the power purchase prices you are entitled to receive under your Standard PPA will be based on PGE's Standard Avoided Costs or Renewable Avoided Costs in effect at the time that you execute an executable Standard PPA provided to you by PGE.

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,

enclosure: *Draft Standard PPA for [SELLER NAME]'s [PROJECT NAME] Project*
cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Request for Additional or Clarifying Information
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE] megawatt
[TYPE] qualifying facility

Dear [NAME],

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On [DATE], PGE received your submission of written information in response to PGE's *Schedule 201 Initial Information Form*. [INSERT IF APPROPRIATE On [DATE] PGE sent you a request for additional or clarifying information, and you responded in writing on [DATE].]

PGE has determined that your [INSERT IF APPROPRIATE latest] submission of information is deficient or that PGE requires additional or clarifying information before it can adequately understand your project proposal and prepare a draft Standard PPA. Please provide PGE with the additional or clarifying information identified in the enclosed *Schedule 201 Request for Additional or Clarifying Information*. Please provide your response in writing.

Vague, uncertain, inconsistent or incomplete information may lead to additional information requests. Please provide specific, detailed and complete responses to the enclosed *Schedule 201 Request for Additional or Clarifying Information*.

Within 15 business days of receiving your written response to this letter and the enclosed *Schedule 201 Request for Additional or Clarifying Information*, PGE will send you either a draft Standard PPA or another request for additional or clarifying information if there is still missing information or the information provided requires further clarification or supplementation in order for PGE to understand your project proposal and prepare a draft Standard PPA.

Sincerely,

[NAME]
[TITLE]

enclosure: *Schedule 201 Request for Additional or Clarifying Information*
cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Transmittal of Final Draft Standard PPA
<NAME> project, a proposed <Size> megawatt <Type> QF

Dear <NAME>,

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). We received your written request for a final draft Standard PPA on <DATE>. PGE has determined that you have provided sufficient information to allow PGE to prepare a final draft Standard PPA.

Enclosed please find a final draft Standard PPA for your <NAME> project, 10 megawatt <TYPE> generating facility that was self certified as a qualifying facility (QF) pursuant to 18 CFR 292.207. PGE understands that <NAME> a limited liability company formed under the laws of the State of <STATE> is the owner of the <NAME> 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 final draft Standard PPA are incorrect or change, please inform PGE immediately.

The enclosed final 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 <SELLER> unless and until PGE has provided <SELLER> with an executable Standard PPA and both <SELLER> 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 proposal or to the variable terms of the final draft Standard PPA; or you can send PGE a written request to prepare an executable Standard PPA without proposing any substantive changes to your project or the final draft contract.

If you propose substantive changes to your project or the variable terms of the final 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 an executable Standard PPA without proposing substantive changes to your project proposal or the variable terms of the final draft Standard PPA, then within 15

business days of receiving your written request, PGE will send you either an executable Standard PPA or request additional or clarifying information if PGE reasonably determines that additional information is necessary to prepare an executable Standard PPA.

Once you receive an executable Standard PPA, you can execute it without alteration and establish a legally enforceable obligation. Pursuant to PGE's Schedule 201 at Sheet No. 201-3 and OPUC Order No. 16-174 at 3, the power purchase prices you are entitled to receive under your Standard PPA will be based on PGE's Standard Avoided Costs or Renewable Avoided Costs in effect at the time that you execute an executable Standard PPA provided to you by PGE.

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,

[NAME]

[TITLE]

enclosure: *Final Draft Standard PPA for <Developer Name> <Project Name> Project cc.*

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Request for Additional or Clarifying Information
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE] megawatt
[TYPE] QF

Dear [NAME],

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On [DATE], PGE received your written request for a final draft Standard PPA for the [NAME OF PROJECT] project, [a proposed **OR** an existing] [VALUE] megawatt [TYPE] generating facility. [INSERT IF APPROPRIATE On [DATE] PGE sent you a request for additional or clarifying information, and you responded in writing on [DATE].]

PGE has determined that it requires additional or clarifying information before it can adequately understand your project proposal and prepare a final draft Standard PPA. Please provide PGE with the additional or clarifying information identified in the enclosed *Schedule 201 Request for Additional or Clarifying Information*. Please provide your response in writing.

Vague, uncertain, inconsistent or incomplete information may lead to additional information requests. Please provide specific, detailed and complete responses to the enclosed *Schedule 201 Request for Additional or Clarifying Information*.

Within 15 business days of receiving your written response to this letter and the enclosed *Schedule 201 Request for Additional or Clarifying Information*, PGE will send you either: a final draft Standard PPA; a new draft Standard PPA if you have proposed substantive changes to the draft Standard PPA or your project proposal; or another request for additional or clarifying information if there is still missing information or the information provided requires further clarification or supplementation in order for PGE to understand your project proposal and prepare a final draft Standard PPA.

Sincerely,

[NAME]
[TITLE]

enclosure: *Schedule 201 Request for Additional or Clarifying Information*
cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Transmittal of New Draft Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] **[VALUE]** megawatt
[TYPE] QF

Dear **[NAME]**,

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On **[DATE]**, PGE received your [letter **OR** email] **[INSERT IF APPROPRIATE]** requesting a final draft Standard PPA and] proposing substantive changes to your project or to the variable terms of the draft Standard PPA. **[INSERT IF APPROPRIATE]** On **[DATE]** PGE sent you a request for additional or clarifying information, and you responded in writing on **[DATE]**.] 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 **[NAME OF PROJECT]** project, [a proposed **OR** an existing] **[VALUE]** megawatt **[TYPE]** generating facility that was [self **OR** FERC] certified as a qualifying facility (QF) pursuant to 18 CFR 292.207 on **[DATE]**. PGE understands that **[NAME]** a **[TYPE OF ENTITY]** formed under the laws of the State of **[STATE]** is the owner of the **[NAME]** 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 **[NAME]** unless and until PGE has provided **[NAME]** with an executable Standard PPA and both **[NAME]** 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.

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,

[NAME]

[TITLE]

enclosure: *Draft Standard PPA for [NAME]'s [NAME] Project*

cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Request for Additional or Clarifying Information
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE] megawatt
[TYPE] QF

Dear [NAME],

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On [DATE], PGE received your [letter **OR** email] [INSERT IF APPROPRIATE requesting a final draft Standard PPA and] proposing substantive changes to your project or to the variable terms of the draft Standard PPA. In response, PGE will prepare a new draft Standard PPA. However, PGE has determined that it requires additional or clarifying information before it can adequately understand your revised proposal and prepare a new draft Standard PPA.

Please provide PGE with the additional or clarifying information identified in the enclosed *Schedule 201 Request for Additional or Clarifying Information*. Please provide your response in writing.

Vague, uncertain, inconsistent or incomplete information may lead to additional information requests. Please provide specific, detailed and complete responses to the enclosed *Schedule 201 Request for Additional or Clarifying Information*.

Within 15 business days of receiving your written response to this letter and the enclosed *Schedule 201 Request for Additional or Clarifying Information*, PGE will send you either a new draft Standard PPA or another request for additional or clarifying information if there is still missing information or the information provided requires further clarification or supplementation in order for PGE to understand your project proposal and prepare a new draft Standard PPA.

Sincerely,

[NAME]
[TITLE]

enclosure: *Schedule 201 Request for Additional or Clarifying Information*
cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Transmittal of Executable Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE] megawatt
[TYPE] QF

Dear [NAME],

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). PGE received your written request for an executable Standard PPA on [DATE]. [INSERT IF APPROPRIATE On [DATE] PGE sent you a request for additional or clarifying information, and you responded in writing on [DATE].] PGE has determined that you have provided sufficient information to allow PGE to prepare an executable Standard PPA.

Enclosed please find an executable Standard PPA for your [NAME OF PROJECT] project, [a proposed **OR** an existing] [VALUE] megawatt [TYPE] generating facility that was [self **OR** FERC] certified as a qualifying facility (QF) pursuant to 18 CFR 292.207 on [DATE]. PGE understands that [SELLER NAME] (Seller) is a [TYPE OF ENTITY] formed under the laws of the State of [STATE] is the owner of the [NAME] project and will be the Seller under the Standard PPA. If any of the information contained in the enclosed executable Standard PPA is incorrect, please inform PGE immediately and **do not execute the agreement**.

If Seller executes the enclosed agreement without alteration and returns the partially executed agreement to PGE for full execution, Seller will have established a legally enforceable obligation. Seller is entitled to receive PGE's [Standard Avoided Costs **OR** Renewable Avoided Costs] in effect at the time Seller executes the enclosed agreement without alteration. If the PGE [Standard Avoided Costs **OR** Renewable Avoided Costs] in effect on the date Seller executes the enclosed agreement are different from the [Standard Avoided Costs **OR** Renewable Avoided Costs] reflected in the enclosed agreement, then Seller must send PGE a written request to revise the enclosed agreement to reflect the then applicable [Standard Avoided Costs **OR** Renewable Avoided Costs]. No Standard PPA between PGE and Seller will be valid or binding if it contains [Standard Avoided Costs **OR** Renewable Avoided Costs] that differ from those in effect on the date the Seller executes the Standard PPA.

Seller is not authorized to revise the enclosed agreement. If Seller seeks any changes, you will need to send PGE a written request for a new agreement. If you have proposed substantive changes to your project or to the variable term of the executable Standard PPA, PGE will treat the proposal as a request for a new draft Standard PPA and, within

15 business days of receiving your written request for changes, PGE will send you either a new draft Standard PPA or a request for additional or clarifying information. If you have proposed ministerial, typographical, or other non-substantive changes to the enclosed executable Standard PPA, then within 15 business days of receiving your written request for changes, PGE will send you either a revised executable Standard PPA or a request for additional or clarifying information.

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,

[NAME]
[TITLE]

enclosure: *Executable Standard PPA for [NAME]'s [NAME] Project*

cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Request for Additional of Clarifying Information
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE] megawatt
[TYPE] QF

Dear [NAME],

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On [DATE], PGE received your written request for an executable Standard PPA for the [NAME OF PROJECT] project, [a proposed **OR** an existing] [VALUE] megawatt [TYPE] generating facility. [INSERT IF APPROPRIATE On [DATE] PGE sent you a request for additional or clarifying information, and you responded in writing on [DATE].]

PGE has determined that it requires additional or clarifying information before it can adequately understand your project proposal and prepare an executable Standard PPA. Please provide PGE with the additional or clarifying information identified in the enclosed *Schedule 201 Request for Additional or Clarifying Information*. Please provide your response in writing.

Vague, uncertain, inconsistent or incomplete information may lead to additional information requests. Please provide specific, detailed and complete responses to the enclosed *Schedule 201 Request for Additional or Clarifying Information*.

Within 15 business days of receiving your written response to this letter and the enclosed *Schedule 20: Request for Additional or Clarifying Information*, PGE will send you either: an Executable Standard PPA; a new draft Standard PPA if you have proposed substantive changes to your project proposal or to the variable terms of the final draft standard PPA; or another request for additional or clarifying information if there is still missing information or the information provided requires further clarification or supplementation in order for PGE to understand your project proposal and prepare an executable PPA.

Sincerely,

[NAME]
[TITLE]

enclosure: *Schedule 201 Request for Additional or Clarifying Information*
cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Transmittal of New Draft Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE] megawatt
[TYPE] QF

Dear [NAME],

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On [DATE], PGE received your [letter **OR** email] [INSERT IF APPROPRIATE requesting an executable Standard PPA and] proposing substantive changes to your project or to the variable terms of the final draft Standard PPA. [INSERT IF APPROPRIATE On [DATE] PGE sent you a request for additional or clarifying information, and you responded in writing on [DATE]. 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 [NAME OF PROJECT] project, [a proposed **OR** an existing] [VALUE] megawatt [TYPE] generating facility that was [self **OR** FERC] certified as a qualifying facility (QF) pursuant to 18 CFR 292.207 on [DATE]. PGE understands that [NAME] a [TYPE OF ENTITY] formed under the laws of the State of [STATE] is the owner of the [NAME] 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 the exhibits. No binding Standard PPA will exist between PGE and [NAME] unless and until PGE has provided [NAME] with an executable Standard PPA and both [NAME] 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 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.

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,

[NAME]

[TITLE]

enclosure: *Draft Standard PPA for [NAME]'s [NAME] Project*

cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Request for Additional or Clarifying Information
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE] megawatt
[TYPE] QF

Dear [NAME],

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On [DATE], PGE received your [letter **OR** email] [INSERT IF APPROPRIATE requesting an executable Standard PPA and] proposing substantive changes to your project or to the variable terms of the final draft Standard PPA. In response, PGE will prepare a new draft Standard PPA. However, PGE has determined that it requires additional or clarifying information before it can adequately understand your revised proposal and prepare a new draft Standard PPA.

Please provide PGE with the additional or clarifying information identified in the enclosed *Schedule 201 Request for Additional or Clarifying Information*. Please provide your response in writing.

Vague, uncertain, inconsistent or incomplete information may lead to additional information requests. Please provide specific, detailed and complete responses to the enclosed *Schedule 201 Request for Additional or Clarifying Information*.

Within 15 business days of receiving your written response to this letter and the enclosed *Schedule 201 Request for Additional or Clarifying Information*, PGE will send you either a new draft Standard PPA or another request for additional or clarifying information if there is still missing information or the information provided requires further clarification or supplementation in order for PGE to understand your project proposal and prepare a new draft Standard PPA.

Sincerely,

[NAME]
[TITLE]

enclosure: *Schedule 201 Request for Additional or Clarifying Information*
cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Transmittal of New Draft Standard PPA
[PROJECT NAME] project, [an existing **OR** a proposed] **[VALUE]** megawatt
[TYPE] QF

Dear **[NAME]**,

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On **[DATE]**, PGE received your [letter **OR** email] forwarding a partially executed Standard PPA. However, the partially executed agreement contained substantive differences from the executable Standard PPA sent to you by PGE on **[DATE]**. 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 **[NAME OF PROJECT]** project, [a proposed **OR** an existing] **[VALUE]** megawatt **[TYPE]** generating facility that was [self **OR** FERC] certified as a qualifying facility (QF) pursuant to 18 CFR 292.207 on **[DATE]**. PGE understands that **[NAME]** a **[TYPE OF ENTITY]** formed under the laws of the State of **[STATE]** is the owner of the **[NAME]** 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 the exhibits. No binding Standard PPA will exist between PGE and **[NAME]** unless and until PGE has provided **[NAME]** with an executable Standard PPA and both **[NAME]** 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 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.

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,

[NAME]
[TITLE]

enclosure: *Draft Standard PPA for [NAME]'s [NAME] Project*
cc: [NAMES]

[PGE LETTERHEAD]
[DATE]

[NAME]
[ADDRESS]
[EMAIL]

RE: Request for Additional or Clarifying Information
[PROJECT NAME] project, [an existing **OR** a proposed] [VALUE] megawatt
[TYPE] QF

Dear [NAME],

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On [DATE], PGE received your [letter **OR** email] forwarding a partially executed Standard PPA. However, the partially executed agreement contains substantive differences from the executable Standard PPA PGE sent you on [DATE]. In response, PGE will prepare a new draft Standard PPA. However, PGE has determined that it requires additional or clarifying information before it can adequately understand your revised proposal and prepare a new draft Standard PPA.

Please provide PGE with the additional or clarifying information identified in the enclosed *Schedule 201 Request for Additional or Clarifying Information*. Please provide your response in writing.

Vague, uncertain, inconsistent or incomplete information may lead to additional information requests. Please provide specific, detailed and complete responses to the enclosed *Schedule 201 Request for Additional or Clarifying Information*.

Within 15 business days of receiving your written response to this letter and the enclosed *Schedule 201 Request for Additional or Clarifying Information*, PGE will send you either a new draft Standard PPA or another request for additional or clarifying information if there is still missing information or the information provided requires further clarification or supplementation in order for PGE to understand your project proposal and prepare a new draft Standard PPA.

Sincerely,

[NAME]
[TITLE]

enclosure: *Schedule 201 Request for Additional or Clarifying Information*
cc: [NAMES]