



Portland General Electric Company
Legal Department
121 SW Salmon Street • Portland, Oregon 97204
503-464-7181 • Facsimile 503-464-2200

V. Denise Saunders
Associate General Counsel

October 16, 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 1884 – Cottontail Solar LLC, Complainant vs. Portland General Electric Company, Defendant**

Attention Filing Center:

Enclosed for filing in Docket UM 1884 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 1884

COTTONTAIL SOLAR, 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 Cottontail Solar, LLC (“Cottontail Solar” or “Complainant”). PGE has complied with the Commission’s rules and orders and with PGE’s Schedule 201 in processing Complainant’s request for a power purchase agreement (“PPA”). During the application process Complainant 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 four of the Complaint.

The first three 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 numbered 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 some of 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, Complainant was seeking a Schedule 201 PPA from PGE for a proposed 2.2-megawatt (“MW”) nameplate solar generation facility to be located in Marion County, Oregon.

9. PGE admits that on March 22, 2017, at 5:16 PM, Complainant sent an email to PGE providing some of the information required by PGE to develop a draft Standard PPA with PGE.

10. PGE admits the allegations contained in Paragraph 10.

11. PGE admits that its March 24, 2017 email to Complainant indicated that PGE received Complainant’s submission of written information on March 23, 2017. PGE admits that its March 24, 2017 email to Complainant indicated PGE would either provide a draft Standard PPA or request additional or clarifying information by April 13, 2017. PGE admits that April 13, 2017 is sixteen business days from March 22, 2017.

12. PGE lacks information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 and therefore denies them.

13. PGE lacks information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 and therefore denies them.

14. The allegations in Paragraph 14 are vague and ambiguous. It is not clear to PGE what time period is being referred to in Paragraph 14 or what alleged communications or alleged information exchanges are being referred to in Paragraph 14 and PGE therefore denies all of the allegations contained in Paragraph 14.

15. PGE admits the allegations contained in Paragraph 15.

16. PGE admits that on April 13, 2017, PGE sent Complainant a letter (the “April 13 Letter”) requesting additional or clarifying information. PGE has filed a copy of the April 13 Letter as Exhibit A to this Answer. The April 13 Letter speaks for itself.

17. PGE admits the allegations contained in Paragraph 17.

18. PGE admits that on April 27, 2017, PGE sent Complainant an email (the “April 27 Email”) acknowledging receipt of Complainant’s April 26, 2017, submission of additional or clarifying information. PGE has filed a copy of the April 27 Email as Exhibit B to this Answer. The April 27 Email speaks for itself. PGE admits that the April 26, 2017 Email contains a typographical error and that it states Complainant’s April 26, 2017 submission was in response to a May 16, 2017 letter when it should have stated that PGE would send Complainant a draft PPA or request for additional or clarifying information by May 16, 2017.

19. PGE admits that on May 1, 2017 it filed its annual avoided cost price update and that it requested an effective date of May 17, 2017. PGE admits that its May 1, 2017 annual price update proposed to lower PGE’s avoided cost rate. The magnitude of the price decrease is available as part of the public record in Docket No. UM 1728 and was detailed in the Commission Staff Report issued in that docket on May 18, 2017. The magnitude of the price

decrease speaks for itself and PGE therefore denies Complainant's characterization of the May 1 annual price update as lowering PGE's avoided cost rate "significantly." PGE lacks information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 19 and therefore denies them.

20. PGE denies it had any obligation to inform Complainant that PGE would seek approval of its May 1, 2017 annual avoided cost price update at the Commission's May 16, 2017 Public Meeting. PGE is required by Commission Order No. 14-058 to file an annual avoided cost price update on May 1 of each year. Order No. 14-058 further provides that the annual price update "will be presented at a public meeting, with a rate effective date *within* 60 days of the May 1 filing." Docket No. UM 1610, Order No. 14-058 at 26 (Feb. 24, 2014) (emphasis added). All members of the public, including Complainant, have access to Order No. 14-058 and have notice that PGE will file an annual price update on May 1 and may seek an effective date for that annual price update that is *within* 60 days of the May 1 filing. PGE admits that on May 1, 2017 it filed an annual avoided cost price update and publicly requested that the Commission approve PGE's updated avoided cost prices at the Commission's May 16, 2017 Regular Public Meeting with an effective date of May 17, 2017. PGE admits that it did not provide Complainant with any notice in advance of its May 1, 2017 filing that it would seek approval of the May 1 filing at the May 16, 2017 Public Meeting.

21. In answer to the allegations contained in Paragraph 21, PGE repeats and realleges the responses made to Paragraph 20.

22. PGE lacks information sufficient to form a belief as to the truth of the allegations contained in the first sentence of Paragraph 22 and therefore denies them. PGE denies the allegations contained in the second sentence of Paragraph 22.

23. PGE lacks knowledge and information sufficient to form a belief as to the allegations contained in Paragraph 23. Paragraph 23 of the Complaint appears to reference the video record of the May 18, 2017 Special Public Meeting and that video record 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 the allegations contained in Paragraph 25. The interim relief granted in Docket No. UM 1854 does not affect Complainant's project. As of the date of this Answer, Complainants have had and continue to have sufficient time to complete the Schedule 201 contracting process before any permanent relief is expected in Docket No. UM 1854.

26. 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.

27. PGE lacks information sufficient to form a belief as to the truth of the allegations contained in the first sentence of Paragraph 27 and therefore denies them. PGE denies the allegations contained in the second sentence of Paragraph 27.

28. PGE admits the allegations contained in Paragraph 28.

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

30. PGE denies that it had any obligation to inform Complainant of the Commission's actions at the May 18, 2017 Special Public Meeting which were published and made available to

Complainant or any other member of the public in Commission Order No. 17-177. PGE denies the allegations in Paragraph 30; PGE posted the new avoided costs on its website.

31. PGE admits that on May 23, 2017, Complainant sent PGE an email requesting changes to the May 16, 2017 draft Standard PPA (the “May 23 Email”). PGE denies that the requested changes were non-substantive. PGE has attached a copy of the May 23 Email as Exhibit C to this Answer. The May 23 Email speaks for itself.

32. PGE admits it sent Complainant an email on May 31, 2017 (the “May 31 PGE Email”). PGE has attached a copy of the May 31 PGE Email as Exhibit D to this Answer. The May 31 PGE Email speaks for itself.

33. PGE has attached a copy of the May 31 PGE Email as Exhibit D to this Answer. The May 31 PGE Email speaks for itself.

34. PGE admits that on May 31, 2017, Complainant sent PGE an email (the “May 31 Complainant Email”) with an attached draft PPA (the “May 31 Complainant Draft PPA”) that Complainant altered from the May 16, 2017 draft PPA provided to Complainant by PGE. PGE has attached a copy of the May 31 Complainant Email as Exhibit E to this Answer. The May 31 Complainant Email speaks for itself.

35. PGE admits the May 31 Complainant Draft PPA was signed on behalf of Complainant and that the signature is dated May 31, 2017. PGE denies that the alterations contained in the May 31 Complainant Draft PPA are minor or non-substantive. PGE has not compared every word of Attachment A and the May 31 Complainant Draft PPA and PGE therefore lacks knowledge sufficient to form a belief as to the truth of the allegation contained in the second sentence of Paragraph 35 and denies the allegation.

36. PGE admits that it sent Complainant a letter (the “June 14 Letter”) and a revised draft PPA on June 14, 2017. PGE has attached a copy of the June 14 Letter as Exhibit F to this Answer. The June 14 Letter speaks for itself.

37. PGE has attached a copy of the June 14 Letter as Exhibit F to this Answer. The June 14 Letter speaks for itself.

38. PGE has attached a copy of the June 14 Letter as Exhibit F to this Answer. The June 14 Letter speaks for itself.

39. PGE has attached a copy of the June 14 Letter as Exhibit F to this Answer. The June 14 Letter speaks for itself.

40. PGE admits that it filed an application in Docket No. UM 1854 on June 30, 2017.

41. PGE admits it filed a motion for interim relief in Docket No. UM1854 on June 30, 2017. The motion for interim relief is available as part of the public record in Docket No. UM 1854 and speaks for itself.

42. PGE admits the allegations in Paragraph 42.

43. PGE admits the allegations in Paragraph 43.

44. PGE admits the allegations in Paragraph 44.

45. PGE admits the allegations in Paragraph 45.

LEGAL CLAIMS

COMPLAINANT’S FIRST CLAIM FOR RELIEF

COTTONTAIL SOLAR IS ENTITLED TO PGE’S STANDARD CONTRACT AT THE PRE-JUNE 1 RATES AND TERMS BECAUSE COTTONTAIL SOLAR LEGALLY OBLIGATED ITSELF TO SELL THE NET OUTPUT PRIOR TO THE FILING OF THIS COMPLAINT, AND BEFORE THE SCHEDULE 201 RATES CHANGED ON JUNE 1, 2017

46. In answer to the allegations contained in Paragraph 46, PGE repeats and realleges the responses made to Paragraphs 1 through 45.

47. The allegations contained in Paragraph 47 are legal conclusions and do not require a response.

48. The allegations contained in Paragraph 48 are legal conclusions and do not require a response.

49. The allegations contained in Paragraph 49 are legal conclusions and do not require a response.

50. The allegations contained in Paragraph 50 are legal conclusions and do not require a response.

51. The allegations contained in Paragraph 51 characterize the Commission's decision in Order No. 16-174. That document speaks for itself. To the extent that the allegations in Paragraph 51 are legal conclusions, they do not require a response.

52. The allegations contained in Paragraph 52 characterize the Commission's decision in Order No. 16-174. That document speaks for itself. To the extent that the allegations in Paragraph 52 are legal conclusions, they do not require a response. PGE denies that a legally enforceable obligation was established on or prior to the filing of the Complaint.

53. The allegations contained in Paragraph 53 characterize the Commission's decision in Order No. 16-174. That document speaks for itself. To the extent that the allegations in Paragraph 53 are legal conclusions, they do not require a response.

54. The allegations contained in Paragraph 54 characterize cited FERC decisions and are legal arguments. The FERC decisions speak for themselves. To the extent that the allegations in Paragraph 54 are legal arguments, they do not require a response.

55. The allegations contained in Paragraph 55 are legal conclusions or legal arguments and do not require a response.

56. The allegations contained in Paragraph 56 are legal conclusions or legal arguments and do not require a response.

57. The allegations contained in Paragraph 57 are legal conclusions or legal arguments and do not require a response.

58. The allegations contained in Paragraph 58 are legal conclusions or legal arguments and do not require a response.

COMPLAINANT'S SECOND CLAIM FOR RELIEF

COTTONTAIL SOLAR IS ENTITLED TO PGE'S STANDARD CONTRACT AT THE PRE-JUNE 1 RATES AND TERMS BECAUSE COTTONTAIL SOLAR LEGALLY OBLIGATED ITSELF TO SELL THE NET OUTPUT PRIOR TO THE FILING OF THIS COMPLAINT, BEFORE THE SCHEDULE 201 RATES CHANGED ON JUNE 1, 2017, AND PGE VIOLATED THE OPUC'S AND FERC'S POLICIES AND RULES, AND SCHEDULE 201

59. In answer to the allegations contained in Paragraph 59, PGE repeats and realleges the responses made to Paragraphs 1 through 58.

60. The allegations contained in Paragraph 60 characterize the Commission's decision in Order No. 05-584. That document speaks for itself. To the extent that the allegations in Paragraph 60 are legal conclusions, they do not require a response.

61. The allegations contained in Paragraph 61 are legal conclusions or legal arguments and do not require any response.

62. The allegations contained in Paragraph 62 characterize the Commission's decision in Order No. 16-174. That document speaks for itself. To the extent that the allegations in Paragraph 62 are legal conclusions, they do not require a response.

63. The allegations contained in Paragraph 63 characterize PGE's Schedule 201. That document speaks for itself. To the extent that the allegations in Paragraph 63 are legal conclusions, they do not require a response.

64. The allegations contained in Paragraph 64 characterize PGE's Schedule 201. That document speaks for itself. To the extent that the allegations in Paragraph 64 are legal conclusions, they do not require a response.

65. The allegations contained in Paragraph 65 characterize Commission Order No. 16-174. That document speaks for itself. To the extent that the allegations in Paragraph 65 are legal conclusions, they do not require a response.

66. The allegations contained in Paragraph 66 constitute legal conclusions to which no response is required. To the extent a response is required, PGE denies that the Commission has a policy that annual avoided cost price updates will be effective as of the last Public Meeting in June. PGE is required by Commission Order No. 14-058 to file a May 1 price update each year and all Qualifying Facilities ("QFs") have access to that order. Order No. 14-058 makes it clear that avoided cost prices may be effective *within* 60 days of the May 1 filing.

67. PGE denies that the Commission has a policy that annual avoided cost price updates will be effective as of the last Public Meeting in June. 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. Order No. 14-058 makes it clear that avoided cost prices may be effective *within* 60 days of the May 1 filing.

68. The allegations contained in Paragraph 68 are legal conclusions or legal arguments and do not require a response.

69. The allegations contained in Paragraph 69 are legal conclusions or legal arguments and do not require a response. To the extent a response is required, PGE denies that PGE and Complainants had agreed to all material terms and conditions by May 23, 2017, or that

there was a legally enforceable obligation at any point on or prior to the date the Complaint was filed.

70. PGE admits the allegations contained in Paragraph 70 that it has not provided Complainant with an executable version of the PPA.

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.

74. The allegations contained in Paragraph 74 are legal conclusions or legal arguments and do not require a response.

75. The allegations contained in Paragraph 75 are legal conclusions or legal arguments and do not require a response.

COMPLAINANT'S THIRD CLAIM FOR RELIEF

COTTONTAIL SOLAR IS ENTITLED TO PGE'S STANDARD CONTRACT AT THE PRE-JUNE 1 RATES AND TERMS BECAUSE COTTONTAIL SOLAR LEGALLY OBLIGATED ITSELF TO SELL THE NET OUTPUT PRIOR TO THE FILING OF THIS COMPLAINT, BEFORE THE SCHEDULE 201 RATES CHANGED ON JUNE 1, 2017, AND THE COMMISSION CANNOT CHANGES POLICIES AND RULES, AND SCHEDULE 201 TO PREVENT COTTONTAIL SOLAR FROM OBTAINING A LEGALLY ENFORCEABLE OBLIGATION

76. In answer to the allegations contained in Paragraph 76, PGE repeats and realleges the responses made to Paragraphs 1 through 75.

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 are legal conclusions or legal arguments and do not require a response.

79. The allegations contained in Paragraph 79 are legal conclusions or legal arguments and do not require a response.

80. The allegations contained in Paragraph 80 are legal conclusions or legal arguments and do not require a response.

PRAYER FOR RELIEF

81. PGE denies all allegations contained in Paragraph 1 of Complainant's Prayer for Relief on pages 19 and 20 of the Complaint and requests that the Commission deny the relief requested in Paragraph 1 of Complainant's Prayer for Relief.

82. PGE denies all allegations contained in Paragraph 2 of Complainant's Prayer for Relief on page 20 of the Complaint and requests that the Commission deny the relief requested in Paragraph 2 of Complainant's Prayer for Relief.

83. PGE denies all allegations contained in Paragraph 3 of Complainant's Prayer for Relief on page 20 of the Complaint and requests that the Commission deny the relief requested in Paragraph 3 of Complainant's Prayer for Relief.

84. PGE denies that it has violated any of the statutes or orders listed in Paragraph 4 of Complainant's Prayer for Relief on page 20 of the Complaint and requests that the Commission deny the relief requested in Paragraph 4 of Complainant's Prayer for Relief.

85. PGE requests that the Commission deny the relief requested in Paragraph 5 of Complainant's Prayer for Relief on page 20 of the Complaint.

IV. AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

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

SECOND AFFIRMATIVE DEFENSE

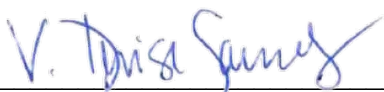
87. Any failure by PGE to meet a deadline established by Schedule 201 or by any PGE communication with Complainant was caused by the unprecedented volume of QF contract requests being processed by PGE, was not the result of an intentional effort by PGE to prevent Complainant from obtaining a draft PPA or a request for additional information within the deadlines established by Schedule 201 or any PGE communications, and in any event was immaterial.

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 16th day of October 2017.

Respectfully submitted,



V. Denise Saunders, OSB #903769
Associate General Counsel
Portland General Electric Company
121 SW Salmon Street, 1WTC1301
Portland, Oregon 97204
(541) 752-9060 (phone)
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EXHIBIT A

UM 1884

Cottontail Solar LLC vs. Portland General Electric Company

Portland General Electric Company's Answer



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

April 13, 2017

Steve Cohan
Sabal Solar Development
515 North Flagler Drive, Suite 203
West Palm Beach, FL 33401

RE: Request for Additional or Clarifying Information
Cottontail Solar project, a proposed 2.2 megawatt solar QF

Dear **Mr. Cohan**,

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). On **March 23, 2017**, PGE received your submission of written information in response to PGE's *Schedule 201 Initial Information Form*.

PGE has determined that your submission of information is deficient and that PGE requires additional or clarifying information before it can adequately understand your project proposal and prepare a draft Standard PPA.

Specifically, (1) In each area of your IIR where you have stated "To be determined" please provide the specific information requested (e.g., the specific number, date or amount); (2) Provide specific dates in every instance where we ask for a date (e.g., Sections 2.2.1; 2.2.3; and 2.3) and qualifiers such as "expected" are not acceptable; (3) and in each area of your IIR where you have stated "See attached", please provide the specific information requested. (e.g. Annual MWh (AC) for the first calendar year of operation and an annual degradation factor).

Please be advised that vague, uncertain, inconsistent or incomplete information may lead to additional information requests. Therefore, please provide specific, detailed and complete responses.

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.

If you have any questions, please contact either Bruce True at 503-464-7491 or myself at 503-464-7343.

Mr. Cohan
April 13, 2017
Page 2 of 2

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

enclosure: *Schedule 201 Request for Additional or Clarifying Information*

EXHIBIT B

UM 1884

Cottontail Solar LLC vs. Portland General Electric Company

Portland General Electric Company's Answer

From: Angeline Chong
To: "[Chris Norqual](#)"; [Steven Cohen \(steve@sabalsolar.com\)](mailto:steve@sabalsolar.com)
Subject: RE: Request for additional information for Sabal Solar projects - Cottontail, Waipiti, Osprey
Date: Thursday, April 27, 2017 12:20:15 PM

To: Chris Norqual, Steve Cohen
From: **Angeline Chong**
Date: **April 27, 2017**
Subject: Receipt of Additional Information in Support of a Draft Standard PPA
Cottontail, Waipiti and Osprey projects, a proposed 2.2 megawatt **Solar** qualifying facility—Acknowledging Receipt of Additional Information for Draft Standard PPA

Dear **Mr. Norqual and Mr. Cohen**,

Thank you for your interest in obtaining a Standard Power Purchase Agreement (Standard PPA) from Portland General Electric (PGE). On **April 26, 2017**, PGE received your submission of written additional information in response to PGE's letter of **May 16, 2017**. By , PGE will send you either a 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) 464-8000.

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 C

UM 1884

Cottontail Solar LLC vs. Portland General Electric Company

Portland General Electric Company's Answer

From: Steven Cohen
To: Angeline.Chong@pgn.com
Cc: utility@ccrenew.com
Subject: Cottontail, Osprey and Wapiti Standard Renewable PPA greement
Date: Tuesday, May 23, 2017 3:31:48 PM
Attachments: [Osprey Standard Renewable PPA and Schedule \(draft, unsigned\) 5-12-2017.pdf](#)
[Cottontail Standard Renewable PPA and Schedule \(draft, unsigned\) 5-17-20....pdf](#)
[Wapiti Standard Renewable PPA and Schedule \(draft, unsigned\) 5-9-2017.pdf](#)

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

Dear Angeline,

I wish to proceed with PPA execution copies, without substantive updates, as soon as possible.

There are only two minor changes I'd like to please request:

Remove point #7 from Exhibit C: "Testing the communication system for offsite monitoring and all requirements of the Western Energy Imbalance Market"

Update the expected dates in Sections 2.2.1 and 2.2.2 to: 5/1/2020

Since the projects intend to sell all output to PGE per the currently available Schedule 201, I respectfully ask that you please provide the execution copies this week.

Thank you for your assistance.

Steve

EXHIBIT D

UM 1884

Cottontail Solar LLC vs. Portland General Electric Company

Portland General Electric Company's Answer

From: Angeline Chong
To: ["Steven Cohen"](#)
Cc: utility@ccrenew.com; [Ryin Khandoker](#); [John Morton](#); [Brett Greene](#)
Bcc: Denise.Saunders@pgn.com; jeff@lovingerlaw.com
Subject: RE: Cottontail/Osprey/Wapiti - PPA Execution Request
Date: Wednesday, May 31, 2017 4:28:58 PM

PGE has received a large volume of applications for Qualify Facility PPAs. PGE is processing and reviewing all of the applications in accordance with the process outlined in its Schedule 201. PGE has provided you with notice of its Schedule 201 process and the associated deadlines at each step of the process. Under Schedule 201, an applicant for a Standard PPA is not entitled to the avoided cost rates in effect when a request for contract is first made. Rather, Standard PPA pricing is based on the Standard or Renewable Avoided Costs in effect at the time the agreement is executed. Under the regular timelines of the Schedule 201 process, PGE does not anticipate entering into fully executed Standard PPAs with Sabal Solar Development on the proposed Osprey Solar, Wapiti Solar and Cottontail Solar projects before June 1, 2017. PGE expects that the prices that will apply to Standard PPAs for those proposed projects will be the prices that become effective on June 1, 2017 (or such other prices as are in effect under Schedule 201 at the time Standard PPAs for the projects are executed).

From: Steven Cohen [<mailto:steve@sabalsolar.com>]
Sent: Wednesday, May 31, 2017 3:07 PM
To: Angeline Chong
Cc: utility@ccrenew.com; Steven Cohen
Subject: Cottontail/Osprey/Wapiti - PPA Execution Request

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

Dear Ms. Chong,

In March, we submitted requests for PPAs along with Legally Enforceable Obligation letters confirming our intention to sell all generated power to PGE as a Qualifying Facilities. As you know, we have indicated our comfort with the language in the recently provided draft agreements, with two minor updates requested. In reaffirmation of our desire sell power and sign PPAs according to the currently available Schedule 201 terms, conditions and pricing, we are hereby tendering you signed contracts for Osprey Solar, LLC, Wapiti Solar, LLC and Cottontail Solar, LLC.

If you need any further information, please do not hesitate to contact me.

Steven A. Cohen

EXHIBIT E

UM 1884

Cottontail Solar LLC vs. Portland General Electric Company

Portland General Electric Company's Answer

From: Steven Cohen
To: Angeline.Chong@pgn.com
Cc: utility@ccrenew.com; [Steven Cohen](#)
Subject: Cottontail/Osprey/Wapiti - PPA Execution Request
Date: Wednesday, May 31, 2017 3:08:01 PM
Attachments: [Osprey Standard Renewable PPA and Schedule \(unsigned\) 5.31.pdf](#)
[Wapiti Standard Renewable PPA and Schedule \(u.zip\)](#)
[Cottontail Standard Renewable PPA and Schedule.zip](#)

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

Dear Ms. Chong,

In March, we submitted requests for PPAs along with Legally Enforceable Obligation letters confirming our intention to sell all generated power to PGE as a Qualifying Facilities. As you know, we have indicated our comfort with the language in the recently provided draft agreements, with two minor updates requested. In reaffirmation of our desire sell power and sign PPAs according to the currently available Schedule 201 terms, conditions and pricing, we are hereby tendering you signed contracts for Osprey Solar, LLC, Wapiti Solar, LLC and Cottontail Solar, LLC.

If you need any further information, please do not hesitate to contact me.

Steven A. Cohen

EXHIBIT F

UM 1884

Cottontail Solar LLC vs. Portland General Electric Company

Portland General Electric Company's Answer



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

June 14, 2017

Cottontail Solar LLC
steve@sabalsolar.com

RE: Transmittal of Revised Draft Standard PPA
Cottontail Solar project, a proposed 2.2 megawatt **solar QF**

Dear Mr. Cohen,

Thank you for your interest in entering into a Standard Power Purchase Agreement (Standard PPA) with Portland General Electric (PGE). PGE sent you a draft Standard PPA on May 16, 2017. On May 23, 2017, you sent PGE an email requesting two changes to the variable terms of the draft Standard PPA. You requested that PGE remove point 7 from Exhibit C (addressing start-up testing of communications system for offsite monitoring and all requirements of the Western Energy Imbalance Market) and that PGE change the initial delivery date under Section 2.2.1 and the commercial operation date under Section 2.2.2 from December 31, 2018, to May 1, 2020. PGE cannot agree to remove point 7 from Exhibit C because such start-up testing is needed to ensure your project satisfies the requirements of the Western Energy Imbalance Market. PGE can agree to change the initial delivery date and the commercial operation date to dates that are within three years of the effective date of the agreement.

Because the requested change is substantive (change in COD date), PGE has prepared a new draft Standard PPA, which is enclosed. PGE notes that you have proposed the same date for the initial delivery date (Section 2.2.1) and the commercial operation date (Section 2.2.2). The purpose of the initial delivery date is to indicate the date when you will begin to deliver energy as part of start-up testing ahead of achieving commercial operation. Please propose an initial delivery date (Section 2.2.2) that is different from your commercial operation date and provides you with enough time to complete start-up testing before commercial operation.

Enclosed please find a new draft Standard PPA for your Cottontail Solar project, a proposed 2.2 megawatt solar generating facility that was self certified as a qualifying facility (QF) pursuant to 18 CFR 292.207. PGE understands that Cottontail Solar LLC a limited liability company formed under the laws of the State of Oregon is the owner of the Cottontail Solar 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 Cottontail Solar LLC unless and until PGE has provided Cottontail Solar LLC with an executable Standard PPA and both Cottontail Solar LLC 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. If you have any questions, please contact me at 503-464-7343.

Sincerely,

A handwritten signature in black ink, appearing to read "Angeline D. Chong", with a stylized flourish at the end.

Angeline D. Chong |
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