

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

Docket No. UM 2057

ST. LOUIS SOLAR, LLC,

Complainant,

v.

PORTLAND GENERAL ELECTRIC
COMPANY,

Defendant.

COMPLAINANT’S REPLY TO
ANSWER AND AFFIRMATIVE
DEFENSES, AND ANSWER TO
PORTLAND GENERAL
ELECTRIC COMPANY’S
COUNTERCLAIMS

I. INTRODUCTION

On February 3, 2020, St. Louis Solar, LLC (“St. Louis Solar”) filed a complaint against Portland General Electric Company (“PGE”) regarding PGE’s failure to provide interconnection service in a timely manner and at a reasonable cost as well as PGE’s refusal to amend the power purchase agreement (“PPA”) in light of the delays. On May 26, 2020, PGE filed its answer to the complaint. In its answer, PGE raised certain counterclaims against St. Louis Solar, which St. Louis Solar responds to in this answer, pursuant to OAR 860-001-0400(4)(e). PGE also raised affirmative defenses, which St. Louis Solar responds to in this reply.

In its filing, PGE provides factual allegations that could constitute part of its affirmative defenses or part of its counterclaims or part of both. After responding to each numbered paragraph in St. Louis Solar’s complaint, PGE provided the following three sections: “IV. PGE’S FACTUAL ALLEGATIONS,” “V. AFFIRMATIVE DEFENSES,” and “VI. COUNTERCLAIMS.” St. Louis Solar has filed a motion to dismiss Section VI

“Counterclaims”, and without waiving its arguments therein, St. Louis Solar hereby responds and/or answers each of PGE’s factual allegations in Sections IV, V, and VI of PGE’s filing.

**II. REPLY AND ANSWER TO “PGE’S FACTUAL ALLEGATIONS”,
“AFFIRMATIVE DEFENSES,” AND “COUNTERCLAIMS”**

St. Louis Solar addresses PGE’s factual assertions below, in the form of an answer to each. St. Louis Solar denies any factual allegation not specifically admitted and reserves its right to supplement this filing if PGE amends one or more counterclaims. The below does not address any allegations PGE makes in its complaint, other than those that appear after the heading of “PGE’s Factual Allegations,” which begins with numbered paragraph 304 in PGE’s Answer. St. Louis Solar answers each on a paragraph-by-paragraph basis. St. Louis Solar retains PGE’s section headings for clarity.

IV. PGE’s Factual Allegations

304. Paragraph 304 simply incorporates preceding paragraphs in PGE’s answer, and a response is not required. To the extent an answer is required, St. Louis Solar denies the preceding paragraphs.

305. St. Louis Solar admits that “The St. Louis Solar project is a 2.2-megawatt (‘MW’) nameplate capacity solar QF located in Marion County, Oregon” and that “On March 7, 2016, St. Louis Solar requested a PPA from PGE” (as stated in Paragraphs 10 and 11 of the Complaint). St. Louis Solar denies any other allegations in Paragraph 305.

306. St. Louis Solar admits that “On April 26, 2016, St. Louis Solar filed an application for interconnection” (as stated in Paragraph 12 of the Complaint). St. Louis Solar admits that the point of interconnection for the St. Louis Solar project is at PGE’s

St. Louis-West distribution feeder. St. Louis Solar denies any other allegations in Paragraph 306.

307. St. Louis Solar admits that “On June 3, 2016, PGE executed a Standard Renewable In-System Variable Power Purchase Agreement (“PPA”), which St. Louis Solar counter-signed on June 10, 2016” (as stated in Paragraph 13 of the Complaint).¹ St. Louis Solar denies any other allegations in Paragraph 307.

308. St. Louis Solar admits that “The original PPA set forth a scheduled Commercial Operation Date (“COD”) of October 31, 2017” (as stated in Paragraph 15 of the Complaint) and that this date was the date St. Louis Solar initially proposed for its scheduled COD in its application for a PPA. St. Louis Solar denies any other allegations in Paragraph 308.

309. St. Louis Solar admits that “On February 1, 2017, PGE and St. Louis executed the first amendment to the PPA” and “The amendment postponed the scheduled COD to March 31, 2018” (as stated in Paragraphs 21 and 22 of the Complaint). St. Louis Solar denies any other allegations in Paragraph 309.

310. St. Louis Solar admits that “On April 24, 2017, St. Louis Solar received a System Impact Study Report” (as stated in Paragraph 18 of the Complaint). St. Louis Solar lacks information sufficient to admit or deny whether PGE completed the system impact study (“SIS”) on or before April 24, 2017. St. Louis Solar denies any other allegations in Paragraph 310.

¹ St. Louis Solar notes that Paragraph 13 of the Complaint inadvertently provided a URL to a document other than St. Louis Solar’s PPA. The correct URL is <https://edocs.puc.state.or.us/efdocs/RPA/re143rpa163913.pdf>.

311. St. Louis Solar admits that the SIS contains the language quoted in Paragraph 311.

312. St. Louis Solar admits that “On November 30, 2017, St. Louis Solar received a Facility Study” (as stated in Paragraph 24 of the Complaint). St. Louis Solar lacks information sufficient to admit or deny whether PGE completed the Facility Study on or before November 30, 2017. St. Louis Solar denies any other allegations in Paragraph 312.

313. St. Louis Solar admits the allegations in Paragraph 313.

314. St. Louis Solar admits that the Facility Study contains the language quoted in Paragraph 314.

315. St. Louis Solar admits that St. Louis Solar signed an Interconnection Agreement (IA) with PGE on March 28, 2018 and that PGE counter-signed on May 14, 2018.

316. St. Louis Solar admits the allegations in Paragraph 316.

317. St. Louis Solar admits that Attachment A to the IA contains the language quoted in Paragraph 317.

318. St. Louis Solar admits that Attachment B to the IA contains the language quoted in Paragraph 318.

319. St. Louis Solar admits the allegations in Paragraph 319.

320. St. Louis Solar admits the allegations in Paragraph 320.

321. St. Louis Solar admits the allegations in Paragraph 321.

322. St. Louis Solar admits the allegations in Paragraph 322.

323. St. Louis Solar admits the allegations in Paragraph 323.

324. St. Louis Solar admits the allegations in Paragraph 324.

325. St. Louis Solar admits that Attachment D to the IA contains the language quoted in Paragraph 325.

326. St. Louis Solar does not have sufficient information to admit or deny the allegations in Paragraph 326 and therefore denies them.

327. St. Louis Solar admits that “On November 16, 2018, PGE and St. Louis Solar executed the second amendment to the PPA” (as stated in Paragraph 31 of the Complaint).

328. St. Louis Solar admits that “The amendment postponed the date of initial deliveries of Net Output until January 10, 2019” (as stated in Paragraph 32 of the Complaint).

329. St. Louis Solar admits that “The amendment postponed the scheduled COD until February 10, 2019” (as stated in Paragraph 33 of the Complaint).

330. St. Louis Solar admits that, in the second amendment to the PPA, “The following term was included: ‘During the Term, in the event the Oregon Public Utility Commission orders PGE to amend the Agreement to modify the commencement date for the Standard Fixed Price Option pricing set forth in the Schedule, the parties agree to utilize October 31, 2017 (the original scheduled commercial operation date for the Project) as the commencement date for such Standard Fixed Price Option pricing, rather than any modified dates set forth in this Second Amendment to the Agreement’” (as stated in Paragraph 134 of the Complaint).

331. St. Louis Solar admits that “On February 11, 2019, PGE provided St. Louis Solar with a notice of default under the PPA for failure to achieve the scheduled

COD” and “The notice of default specified that St. Louis Solar had one year from February 11, 2019, the date of notice, to cure” (as stated in Paragraphs 47 and 48 of the Complaint).

332. St. Louis Solar admits that “On April 3, 2019, PGE sent an invoice to St. Louis Solar demanding payment for alleged damages in the amount of \$12,569.94 due on or before April 30, 2019” (as stated in Paragraph 152 of the Complaint).

333. St. Louis Solar admits that “On April 25, 2019, PGE sent an invoice to St. Louis Solar demanding payment for alleged damages in the amount of \$11,215.76 due on or before May 5, 2019” (as stated in Paragraph 153 of the Complaint).

334. St. Louis Solar admits that it has not received any other invoices from PGE and that PGE did not suffer any damages between as late as April 25, 2019 and April 6, 2020. St. Louis Solar denies any other allegations in Paragraph 334.

335. St. Louis Solar admits that it paid the April 3, 2019 and April 25, 2019 invoices. St. Louis Solar denies any other allegations in Paragraph 335.

336. St. Louis Solar does not have sufficient information to admit or deny the allegations in Paragraph 326 and therefore denies them.

337. St. Louis Solar admits that St. Louis Solar and PGE met on May 17, 2019 and that part of the discussion involved the following items, which are noted in PGE’s meeting minutes: “PGE is still working on the fiber connection. We applied for a railroad crossing permit in December 2018. This week, we learned that the railroad transferred the right-of-way to the State of Oregon. Our property agent is currently working to determine what, if anything, is required for our crossing.” St. Louis Solar denies any other allegations in Paragraph 337.

338. St. Louis Solar admits that “On June 4, 2019, PGE informed St. Louis Solar that PGE had been unsuccessful in acquiring a necessary permit to install interconnection facilities across a railroad from the State Department of Lands and was now ‘attempting’ to file for a permit with the Oregon Department of Transportation” (as stated in Paragraph 63 of the Complaint). St. Louis Solar admits that PGE employee Jordan Messinger provided this information via email and that the email contains the statements quoted in Paragraph 338.

339. St. Louis Solar admits the allegations in Paragraph 339.

340. St. Louis Solar admits the allegations in Paragraph 340.

341. St. Louis Solar admits the allegations in Paragraph 341.

342. St. Louis Solar denies the allegations in Paragraph 342.

343. St. Louis Solar denies the allegations in Paragraph 343.

344. St. Louis Solar denies the allegations in Paragraph 344.

345. St. Louis Solar denies the allegations in Paragraph 345.

346. St. Louis Solar denies the allegations in Paragraph 346.

347. St. Louis Solar admits the allegations in Paragraph 347.

348. The allegations in Paragraph 348 characterize the contents of an August 14, 2019 letter, and no response is required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 348.

349. St. Louis Solar admits that PGE’s August 14, 2019 letter contains the language quoted in Paragraph 349.

350. St. Louis Solar admits that PGE’s August 14, 2019 letter contains the language quoted in Paragraph 350.

351. The allegations in Paragraph 351 characterize the contents of an August 14, 2019 letter, and no response is required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 351.

352. St. Louis Solar lacks information sufficient to admit or deny the allegations in Paragraph 352 and therefore denies them.

353. St. Louis Solar admits that “On October 7, 2019, PGE notified St. Louis Solar that PGE had received some but not all of the documents needed to complete the interconnection facilities” (as stated in Paragraph 75 of the Complaint). St. Louis Solar admits that PGE employee Jordan Messinger provided this information via email.

354. St. Louis Solar admits that “On October 31, 2019, PGE notified St. Louis Solar that PGE had received the last permit needed to cross the railroad” (as stated in Paragraph 78 of the Complaint). St. Louis Solar admits that PGE employee Jordan Messinger provided this information via email.

355. St. Louis Solar lacks information sufficient to admit or deny the allegations in Paragraph 355 and therefore denies them.

356. St. Louis Solar admits that on November 15, 2019, PGE emailed St. Louis Solar that PGE has scheduled a time for PGE to perform work.

357. St. Louis Solar denies the allegations in Paragraph 356.

358. St. Louis Solar admits that “On November 25, 2019, PGE notified St. Louis Solar that the interconnection facilities were not complete because the site was lacking a necessary relay” and that “On November 25, 2019, PGE asserted that St. Louis Solar was responsible for installing the relay” (as stated in Paragraphs 79 and 80 of the

Complaint). St. Louis Solar admits that PGE employee Jordan Messinger provided this information via email.

359. St. Louis Solar denies the allegations in Paragraph 359.

360. St. Louis Solar admits that “On November 26, 2019, St. Louis Solar responded that the interconnection agreement required PGE to install the relay” (as stated in Paragraph 82 of the Complaint) and that this response was made by Mike Wardlaw to Mr. Messinger via email.

361. St. Louis Solar admits that “On December 2, 2019, PGE responded that the relay was St. Louis Solar’s responsibility and cited PGE’s 2019 Distribution Interconnection Standards. PGE did not cite Distribution Interconnection Standards published prior to 2019” (as stated in Paragraph 83 of the Complaint). St. Louis Solar admits that PGE’s response was made by Mr. Messinger to Mr. Wardlaw via email and that the email contains the language quoted in Paragraph 361.

362. St. Louis Solar admits that St. Louis Solar emailed PGE on or about December 3, 2019 to provide one or more data sheets on the relay which PGE asserted that St. Louis Solar needed to install. St. Louis Solar denies any other allegations in Paragraph 362.

363. St. Louis Solar admits the allegations in Paragraph 363.

364. St. Louis Solar admits that it emailed PGE on December 5, 2019 to inquire whether PGE would require any variations from the default relay settings in PGE’s Distribution Interconnection Standards document.

365. St. Louis Solar denies the allegations in Paragraph 365.

366. St. Louis Solar admits that PGE had not yet approved the settings for the relay at the St. Louis Solar facility on or before February 5, 2020. St. Louis Solar lacks information sufficient to admit or deny any other allegations in Paragraph 366 and therefore denies them.

367. St. Louis Solar lacks information sufficient to admit or deny the allegations in Paragraph 367 and therefore denies them.

368. St. Louis Solar lacks information sufficient to admit or deny the allegations in Paragraph 368 and therefore denies them.

369. St. Louis Solar admits that on February 12, 2020, St. Louis Solar and PGE entered into the Third Amendment to Standard Renewable In-System Variable Power Purchase Agreement. St. Louis Solar denies any other allegations in Paragraph 369.

370. St. Louis Solar admits that it provided PGE with updated relay settings on February 17, 2020.

371. St. Louis Solar lacks information sufficient to admit or deny the allegations in Paragraph 371 and therefore denies them.

372. St. Louis Solar admits the allegations in Paragraph 372.

373. St. Louis Solar denies the allegations in Paragraph 373.

374. St. Louis Solar admits the allegations in Paragraph 374.

375. St. Louis Solar denies the allegations in Paragraph 375.

376. St. Louis Solar admits the allegations in Paragraph 376.

377. St. Louis Solar denies the allegations in Paragraph 377.

378. St. Louis Solar admits that on March 18, 2020, PGE's relay technician identified one or more wiring issues at the facility. St. Louis Solar lacks information

sufficient to admit or deny any other allegations in Paragraph 378 and therefore denies them.

379. St. Louis Solar admits the allegations in Paragraph 379.

380. St. Louis Solar admits that on March 25, 2020, St. Louis Solar and PGE entered into the Fourth Amendment to Standard Renewable In-System Variable Power Purchase Agreement. St. Louis Solar denies any other allegations in Paragraph 380.

381. St. Louis Solar admits the allegations in Paragraph 381.

382. Assuming that by “in service” PGE is referring to the final step before a witness test, St. Louis Solar admits that PGE placed the interconnection in service on March 26, 2020. St. Louis Solar denies any other allegations in Paragraph 382.

383. St. Louis Solar denies the allegations in Paragraph 383.

384. St. Louis Solar denies the allegations in Paragraph 384.

385. St. Louis Solar denies the allegations in Paragraph 385.

386. Assuming that by “in service” PGE is referring to the final step before a witness test, St. St. Louis Solar admits that PGE placed the interconnection in service on March 26, 2020. St. Louis Solar denies any other allegations in Paragraph 386.

V. [PGE’s] Affirmative Defenses

387. Paragraph 387 contains statements about PGE’s conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 387.

388. Paragraph 388 simply incorporates preceding paragraphs in PGE’s answer, and a response is not required. To the extent an answer is required, St. Louis Solar denies the preceding paragraphs.

389. St. Louis Solar admits that its third through seventh claims for relief allege that PGE “breached the interconnection agreement by failing to provide interconnection on schedule or within a reasonable amount of time”; “violated the Commission’s rules by failing to provide interconnection within a reasonable amount of time”; “violated ORS 757.020 by charging an unreasonable and unjust rate for interconnection service”; “violated its contractual duty towards St. Louis Solar of good faith and fair dealing under the interconnection agreement”; and “violated ORS 757.325 by discriminating against St. Louis Solar.” St. Louis Solar denies any other allegations in Paragraph 389.

390. St. Louis Solar admits that Paragraphs 303, 307, 308, 309, 310, 311, and 316 seek relief from the Commission in the form of an order: “Finding that relief is warranted due to PGE’s slowed interconnection process”; “Requiring PGE to complete the interconnection with St. Louis Solar, if such interconnection has not been completed as of the filing of this Complaint”; “Requiring that PGE grant an extension of St. Louis Solar’s PPA COD to account for the delayed in-service date PGE caused”; “Requiring that PGE grant an extension of St. Louis Solar’s PPA COD and commencement date of fixed price payments to coincide with the actual interconnection in-service date”; “Alternatively, requiring PGE to extend the COD and fixed-price period under the PPA to reflect the delay from the date that PGE represented that St. Louis Solar was likely to achieve commercial operations to when the interconnection is actually finalized”; “Alternatively, requiring PGE to extend the COD and fixed-price period under the PPA for the period from October 31, 2019, when PGE should have completed the interconnection, to when the interconnection is actually finalized”; and “Finding that PGE was not authorized to charge damages from St. Louis Solar for not achieving COD,

because the damages, if any, were self-inflicted by PGE through its own failure to complete the interconnection.” St. Louis Solar denies any other allegations in Paragraph 390.

391. Paragraph 391 contains statements about PGE’s conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 391.

392. Paragraph 392 contains statements about PGE’s conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 392.

393. Paragraph 393 contains statements about PGE’s conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 393.

394. Paragraph 394 contains statements about PGE’s conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 394.

395. Paragraph 395 contains statements about PGE’s conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 395.

396. Paragraph 396 contains statements about PGE’s conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 396.

397. Paragraph 397 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 397.

398. Paragraph 398 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 398.

399. Paragraph 399 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 399.

400. Paragraph 400 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 400.

401. Paragraph 401 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 401.

402. Paragraph 402 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 402.

403. Paragraph 403 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 403.

404. Paragraph 404 simply incorporates preceding paragraphs in PGE's answer, and a response is not required. To the extent an answer is required, St. Louis Solar denies the preceding paragraphs.

405. St. Louis Solar admits the allegations in Paragraph 405.

406. St. Louis Solar admits the allegations in Paragraph 406.

407. St. Louis Solar admits the allegations in Paragraph 407.

408. Paragraph 408 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 408.

409. Paragraph 409 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 409.

410. Paragraph 410 simply incorporates preceding paragraphs in PGE's answer, and a response is not required. To the extent an answer is required, St. Louis Solar denies the preceding paragraphs.

411. A response is unnecessary because the allegations in Paragraph 411 characterize the contents of the Complaint, and to the extent a response is required, St. Louis Solar denies the allegations in Paragraph 411.

412. Paragraph 409 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 412.

413. St. Louis Solar lacks information sufficient to admit or deny the allegations in Paragraph 413 and therefore denies them.

414. St. Louis Solar admits that PGE has not terminated the PPA for breach of Section 2.2.2 as of the date of this filing. St. Louis Solar does not have sufficient information to admit or deny other allegations in Paragraph 414 and therefore denies them.

415. St. Louis Solar admits that PGE requested that St. Louis Solar amend its complaint and that St. Louis Solar has not amended its complaint as of the date of this filing. St. Louis Solar denies any other allegations in Paragraph 411.

416. Paragraph 416 contains PGE's request to the Commission, and a response is not required.

417. Paragraph 417 simply incorporates preceding paragraphs in PGE's answer, and a response is not required. To the extent an answer is required, St. Louis Solar denies the preceding paragraphs.

418. Paragraph 418 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 418.

419. Paragraph 419 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 419.

420. St. Louis Solar admits the allegations in Paragraph 420.

421. Paragraph 421 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 421.

422. Paragraph 422 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 422.

423. Paragraph 423 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 423.

424. Paragraph 424 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 424.

425. Paragraph 425 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 425.

426. Paragraph 426 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 426.

427. Paragraph 427 simply incorporates preceding paragraphs in PGE's answer, and a response is not required. To the extent an answer is required, St. Louis Solar denies the preceding paragraphs.

428. St. Louis Solar admits that it did not achieve scheduled COD on or before February 10, 2019. St. Louis Solar denies any other allegations in Paragraph 428.

429. Paragraph 429 simply incorporates preceding paragraphs in PGE's answer, and a response is not required. To the extent an answer is required, St. Louis Solar denies the preceding paragraphs.

430. Paragraph 430 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 430.

431. Paragraph 431 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 431.

432. Paragraph 432 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 432.

433. Paragraph 433 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 433.

434. Paragraph 434 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 434.

435. Paragraph 435 contains statements about PGE's conclusions or positions, or provides legal argument, and thus a response is not required. To the extent a response is required, St. Louis Solar denies the allegations in Paragraph 435.

436. Paragraph 436 simply incorporates preceding paragraphs in PGE's answer, and a response is not required. To the extent an answer is required, St. Louis Solar denies the preceding paragraphs.

437. A response is unnecessary because the allegations in Paragraph 438 characterize the contents of the Complaint, and to the extent a response is required, St. Louis Solar denies the allegations in Paragraph 437.

438. A response is unnecessary because the allegations in Paragraph 438 characterize the contents of the Complaint, and to the extent a response is required, St. Louis Solar denies the allegations in Paragraph 438.

439. St. Louis Solar denies the allegations in Paragraph 439.

440. A response is unnecessary because the allegations in Paragraph 440 characterize the contents of the Complaint, and to the extent a response is required, St. Louis Solar denies the allegations in Paragraph 440.

441. St. Louis Solar denies the allegations in Paragraph 441.

VI. [PGE's] Counterclaims

442. St. Louis Solar admits the allegations in Paragraph 442.

443. St. Louis Solar admits the allegations in Paragraph 443.

444. The allegations in Paragraph 444 constitute legal conclusions or legal arguments to which no response is required.

445. The allegations in Paragraph 445 constitute legal conclusions or legal arguments to which no response is required.

446. The allegations in Paragraph 446 constitute legal conclusions or legal arguments to which no response is required.

447. The allegations in Paragraph 447 constitute legal conclusions or legal arguments to which no response is required.

448. The allegations in Paragraph 448 constitute legal conclusions or legal arguments to which no response is required.

449. The allegations in Paragraph 449 constitute legal conclusions or legal arguments to which no response is required.

450. Paragraph 450 simply incorporates preceding paragraphs in PGE's answer, and a response is not required. To the extent an answer is required, St. Louis Solar denies the preceding paragraphs.

451. Paragraph 451 simply incorporates preceding paragraphs in PGE's answer, and a response is not required. To the extent an answer is required, St. Louis Solar denies the preceding paragraphs.

452. St. Louis Solar denies the allegations in Paragraph 452.

453. St. Louis Solar denies the allegations in Paragraph 453.

454. St. Louis Solar admits that it paid both invoices for alleged damages. St. Louis Solar denies any other allegations in Paragraph 454.

455. St. Louis Solar denies the allegations in Paragraph 455.

456. Paragraph 456 contains statements regarding PGE's position, conclusions, or legal argument, and a response to those statements is not required. To the extent a response is required, St. Louis Solar denies those allegations.

457. Paragraph 457 contains PGE's request to the Commission, and a response is not required.

458. St. Louis Solar admits the allegations in Paragraph 458.

459. St. Louis Solar denies the allegations in Paragraph 459.

460. St. Louis Solar denies the allegations in Paragraph 460.

461. St. Louis Solar denies the allegations in Paragraph 461.

462. St. Louis Solar denies the allegations in Paragraph 462.

463. St. Louis Solar denies the allegations in Paragraph 463.

464. Assuming that by “in service” PGE is referring to the final step before a witness test, St. Louis Solar admits that PGE placed the interconnection in service on March 26, 2020. St. Louis Solar denies any other allegations in Paragraph 464.

465. Paragraph 465 contains PGE’s request to the Commission, and a response is not required.

VII. PGE’s Prayers for Relief

466. Paragraph 466 contains PGE’s request to the Commission, and a response is not required.

467. Paragraph 467 contains PGE’s request to the Commission, and a response is not required.

468. Paragraph 468 contains PGE’s request to the Commission, and a response is not required.

Dated this 10th day of June 2020.

Respectfully submitted,



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