

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 2074

Served electronically at Salem, Oregon, 03/27/2020, to:

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Re: UM 2074, ZENA SOLAR, LLC, Complainant
vs. PORTLAND GENERAL ELECTRIC COMPANY, Respondent

ZENA SOLAR, LLC, has filed a complaint against Portland General Electric Company. A copy of the complaint is attached and served on Respondent, under ORS 756.512(1). The Commission has assigned Docket No. UM 2074 to this complaint. Please use this number whenever you refer to this case.

The Public Utility Commission must receive an Answer from the Respondent or its attorneys by April 16, 2020, under OAR 860-001-0400(4)(a). A copy must be served on the complainant.

After the filing of the answer, the PUC will contact the parties to provide information about further proceedings in this matter.

PUBLIC UTILITY COMMISSION OF OREGON

/s/Cheryl Walker
Cheryl Walker
Administrative Specialist 2
Administrative Hearings Division
(503) 378-2849

c: Helen Parker, Helen.Parker@pgn.com

Attachments: Complaint; Notice of Contested Case Rights and Procedures

NOTICE OF CONTESTED CASE RIGHTS AND PROCEDURES

Oregon law requires state agencies to provide parties written notice of contested case rights and procedures. Under ORS 183.413, you are entitled to be informed of the following:

Hearing: The time and place of any hearing held in these proceedings will be noticed separately. The Commission will hold the hearing under its general authority set forth in ORS 756.040 and use procedures set forth in ORS 756.518 through 756.610 and OAR Chapter 860, Division 001. Copies of these statutes and rules may be accessed via the Commission's website at www.puc.state.or.us. The Commission will hear issues as identified by the parties.

Right to Attorney: As a party to these proceedings, you may be represented by counsel. Should you desire counsel but cannot afford one, legal aid may be able to assist you; parties are ordinarily represented by counsel. The Commission Staff, if participating as a party in the case, will be represented by the Department of Justice. Generally, once a hearing has begun, you will not be allowed to postpone the hearing to obtain counsel.

Notice to Active Duty Servicemembers: Active Duty Servicemembers have a right to stay these proceedings under the federal Servicemembers Civil Relief Act. For more information contact the Oregon State Bar at 800-452-8260, the Oregon Military Department at 503-584-3571 or the nearest United States Armed Forces Legal Assistance Office through <http://legalassistance.law.af.mil>. The Oregon Military Department does not have a toll free telephone number.

Administrative Law Judge: The Commission has delegated the authority to preside over hearings to Administrative Law Judges (ALJs). The scope of an ALJ's authority is defined in OAR 860-001-0090. The ALJs make evidentiary and other procedural rulings, analyze the contested issues, and present legal and policy recommendations to the Commission.

Hearing Rights: You have the right to respond to all issues identified and present evidence and witnesses on those issues. *See* OAR 860-001-0450 through OAR 860-001-0490. You may obtain discovery from other parties through depositions, subpoenas, and data requests. *See* ORS 756.538 and 756.543; OAR 860-001-0500 through 860-001-0540.

Evidence: Evidence is generally admissible if it is of a type relied upon by reasonable persons in the conduct of their serious affairs. *See* OAR 860-001-0450. Objections to the admissibility of evidence must be made at the time the evidence is offered. Objections are generally made on grounds that the evidence is unreliable, irrelevant, repetitious, or because its probative value is outweighed by the danger of unfair prejudice, confusion of the issues, or undue delay. The order of presenting evidence is determined by the ALJ. The burden of presenting evidence to support an allegation rests with the person raising the allegation. Generally, once a hearing is completed, the ALJ will not allow the introduction of additional evidence without good cause.

Notice of Contested Case Rights and Procedures continued

Record: The hearing will be recorded, either by a court reporter or by audio digital recording, to preserve the testimony and other evidence presented. Parties may contact the court reporter about ordering a transcript or request, if available, a copy of the audio recording from the Commission for a fee set forth in OAR 860-001-0060. The hearing record will be made part of the evidentiary record that serves as the basis for the Commission's decision and, if necessary, the record on any judicial appeal.

Final Order and Appeal: After the hearing, the ALJ will prepare a draft order resolving all issues and present it to the Commission. The draft order is not open to party comment. The Commission will make the final decision in the case and may adopt, modify, or reject the ALJ's recommendation. If you disagree with the Commission's decision, you may request reconsideration of the final order within 60 days from the date of service of the order. *See* ORS 756.561 and OAR 860-001-0720. You may also file a petition for review with the Court of Appeals within 60 days from the date of service of the order. *See* ORS 756.610.

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**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

ZENA SOLAR, LLC,

Complainant,

v.

PORTLAND GENERAL ELECTRIC
COMPANY,

Defendant.

DOCKET NO. UM 2074

COMPLAINT

I. INTRODUCTION

This is a complaint (“Complaint”) filed by Zena Solar, LLC (“Zena Solar” or “Complainant”) with the Oregon Public Utility Commission (the “Commission” or “OPUC”) against Portland General Electric Company (“PGE” or the “Company”) under Oregon Revised Statute (“ORS”) 756.500 and Oregon Administrative Rule (“OAR”) 860-001-0170. PGE failed to comply with the Commission’s rules in offering interconnection service for Zena Solar to interconnect its Zena Solar project, which is a qualifying facility (“QF”) under the Public Utility Regulatory Policies Act of 1978 (“PURPA”). Zena Solar is seeking four forms of relief from the Commission and asks

that the Commission require PGE to: 1) provide complete and accurate information in the Zena Solar Facility Study or hire a third-party consultant to produce a complete and accurate Facility Study; 2) provide complete and accurate information on PGE's existing system configuration, provide reasonable access, and reasonably cooperate so that Zena Solar can obtain an independent System Impact Study ("SIS") 3) allow Zena Solar, subject to PGE's reasonable oversight, to hire qualified and experienced third-party consultants to properly and safely complete the interconnection studies; and 4) grant Zena Solar appropriate extensions under the standard QF power purchase agreement ("PPA") to reflect the delays that have occurred in the interconnection of the Zena Solar project.

Under Oregon law, PGE is required to offer service to customers at rates and terms that are fair, just, and reasonable. Under the Commission's rules, interconnection customers must pay the reasonable costs of the facilities that are necessary for the customer to interconnect. Further, a utility like PGE is obligated to conduct studies to identify the necessary facilities and provide a good-faith estimate of the reasonable costs. A utility and interconnection customer may agree to hire a third-party consultant to conduct any interconnection studies. Such work and studies are subject to PGE's review and approval, but this cannot be unreasonably withheld. Further, an interconnection customer may obtain an independent interconnection study, which the utility must consider.

PGE completed a SIS for Zena Solar, and Zena Solar and PGE entered into a Facility Study Agreement for PGE to conduct the Facility Study. Less than two weeks after the Facility Study Agreement was executed, a higher queued project, SPQ0140, withdrew. PGE did not notify Zena Solar of the change in queue. Instead, PGE made the

unilateral decision to not conduct a new SIS and instead relied on an older SIS for a different project, SPQ0129,¹ to produce a Facility Study for the Zena Solar project. PGE then hid the fact that it relied upon an older SIS for a different project, and grudgingly admitted that it used a SIS for a different project only after Zena Solar repeatedly questioned the accuracy of the Facility Study.

Zena Solar has identified numerous discrepancies and errors with both the resulting Facility Study as well as the old SIS for SPQ0129. In addition, PGE has dismissed all of Zena Solar's concerns out of hand, suggesting PGE will not address the discrepancies in undertaking any interconnection work for the Zena Solar project. After PGE demanded that Zena Solar execute an interconnection agreement or forfeit Zena Solar's position in the interconnection queue, Zena Solar requested to negotiate a non-standard interconnection agreement so as to address Zena Solar's reasonable concerns. PGE rejected all of Zena Solar's proposed terms, in part because PGE did not consider seeking the Commission's approval to be worthwhile, even though PGE agreed that some terms were beneficial. Finally, Zena Solar remains concerned that PGE may again fail to notify Zena Solar of crucial developments, such as cost increases, as any interconnection work is completed.

¹ SPQ0129 was a higher queued project that dropped out of the interconnection queue because of PGE's negligence. PGE provided SPQ0129 an interconnection study and later said there was an error in the SIS and additional facilities were necessary. After hearing that costs would be higher, SPQ0129 effectively abandoned its project. Later, PGE admitted that it made a mistake and no additional facilities were necessary, but it was too late for SPQ0129 to re-start its project development, and the project is effectively dead. Thus, PGE's inaccurate interconnection studies significantly harmed SPQ0129 as well as Zena Solar.

A new SIS (which would for the first time, study Zena Solar as the highest queued project rather than rely on a different project's interconnection) is needed to properly identify the necessary facilities and reasonable costs of the Zena Solar project's interconnection. PGE offered to conduct a new SIS but refused to agree to have a third-party consultant perform the new SIS. Zena Solar, however, has no confidence in PGE's ability to properly perform a SIS and wishes to conduct its own study prior to committing to pay hundreds of thousands of dollars for potentially unnecessary or otherwise unreasonable interconnection facilities. PGE refused to allow Zena Solar to have an independent SIS performed.

PGE claims it is too late for Zena Solar to have an independent SIS done, because PGE has already started (and completed) a Facility Study for Zena Solar. However, Zena Solar would have requested an independent SIS earlier if PGE had informed Zena Solar that a higher queued project had withdrawn and that PGE did not intend to perform a new SIS for the Zena Solar project. PGE has placed Zena Solar in an impossible Catch-22: to know that an independent SIS was needed, Zena Solar needed information that PGE only withheld until after the Facility Study was provided; yet to request an independent study, Zena Solar needed to ask PGE before the Facility Study was performed. Zena Solar would not be in this impossible situation if PGE had timely informed Zena Solar of the change in circumstances due to the withdrawal of SPQ0140 and PGE's intent to not conduct a new SIS for Zena Solar before PGE performed the Facility Study. PGE's delay in providing relevant information that impacts Zena Solar's interconnection, as well as poor judgment in using an unrelated SIS to determine interconnection upgrades, should not penalize Zena Solar.

Now, PGE demands Zena Solar execute an interconnection agreement that would require Zena Solar to pay for interconnection facilities that have not been reasonably justified or clearly supported by a SIS for Zena Solar. PGE also has refused to provide any meaningful assurances that the costs for such facilities are reasonable as required by the rule. If Zena Solar does not execute the interconnection agreement, Zena Solar will forfeit its position in the queue. In addition, PGE has issued a default notice under the PPA because Zena Solar has not been able to achieve its commercial operation date (“COD”) due to the delays caused by PGE.

PGE’s actions delay the interconnection process, impose unreasonable costs on Zena Solar that have not been justified as reasonable, and result in Zena Solar having inadequate access to information required by the Commission’s rules. As such, Zena Solar respectfully requests that the Commission grant the relief requested herein, including requiring PGE to provide complete and accurate information, preventing PGE from forcing Zena Solar to pay unreasonable costs for interconnection facilities and upgrades that are unnecessary for its interconnection, preventing PGE from removing Zena Solar from the interconnection queue, preventing PGE from terminating Zena Solar’s PPA for failure to achieve COD, and any other relief that the Commission deems necessary.

II. SERVICE

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

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In support of this Complaint, Complainant alleges as follows:

III. IDENTITY OF THE PARTIES

1. PGE is an investor-owned public utility regulated by the Commission under ORS Chapter 757. PGE is headquartered at 121 Southwest Salmon Street, Portland, Oregon 97204.

2. Zena Solar, LLC is an Oregon limited liability company, the owner of a QF solar project, and will be the seller of the net output from that project. Zena Solar's address is 4207 SE Woodstock Blvd. #326, Portland, OR 97206, c/o Conifer Energy Partners LLC.

IV. APPLICABLE STATUTES AND RULES

3. The Oregon statutes expected to be involved in this case include: ORS 756.040-756.068, 756.500-756.558, 756.990, 757.020, 757.325, 758.010-758.035, and 758.505-758.555. The Oregon rules expected to be involved in this case include: OAR 860-001, 860-023, 860-024, 860-029, and 860-082.

4. The federal statute expected to be involved in this case is PURPA, 16 United States Code (“USC”) 824a-3. The federal rules expected to be involved in this case include: 18 Code of Federal Regulations (“CFR”) 292.101-292.602.

V. JURISDICTION

5. FERC adopted regulations and policies governing utility purchases from QFs under PURPA. 18 CFR 292.101-292.602. State regulatory agencies are required to implement FERC’s regulations. *See* 16 USC 824a-3(f); *FERC v. Mississippi*, 456 U.S. 742, 751 (1982).

6. Specifically, the state agencies that implement PURPA have authority to determine the manner for payment of interconnection costs by QFs. 18 CFR 292.306.

7. The Commission is the Oregon state agency that implements the state and federal PURPA statutes. ORS 758.505(3); OAR 860-029-0001; *Snow Mountain Pine Co. v. Maudlin*, 84 Or App 590, 593 (1987). Public utilities are defined in ORS 758.505(7), and include PGE. The Commission has the power and jurisdiction to hear complaints by QFs against public utilities, including PGE. ORS 756.040, 756.500-756.558, and 758.505-758.555; OAR 860-001-0010(3), and 860-029-0030.

8. The Commission has the jurisdiction to represent the customers of any public utility, including interconnection customers, in all controversies respecting rates, valuations, service and all matters of which the Commission has jurisdiction, and has the jurisdiction to protect customers, and the public generally, from unjust and unreasonable exactions and practices and to obtain for them adequate service at fair and reasonable rates. ORS 756.040.

9. The federal District Court and/or an Oregon Circuit Court has concurrent and may have exclusive jurisdiction over certain claims in this Complaint. However, Zena Solar understands that the Commission has held that it has primary and concurrent jurisdiction over post-contract execution claims. *PGE v. Pacific Northwest Solar, LLC*, Docket No. UM 1894, Order No. 18-025 at 7 (Jan. 25, 2018). Zena Solar is not waiving any rights to have a District or Circuit court adjudicate and resolve its claims for relief by filing this Complaint before the Commission.

VI. FACTUAL BACKGROUND

10. The Zena Solar project will be a 2.5-megawatt (“MW”) nameplate solar generation facility located in Polk County, Oregon.

11. The Zena Solar project will interconnect with PGE.

12. On February 7, 2018, Zena Solar requested interconnection with PGE.

13. PGE assigned the Zena Solar project the queue number SPQ0163.

14. On February 19, 2018, Zena Solar and PGE conducted an interconnection scoping meeting via conference call.

15. Zena Solar and PGE entered into a Feasibility Study Agreement effective March 6, 2018.

16. On May 24, 2018, PGE provided a Feasibility Study to Zena Solar.

17. On May 29, 2018, Zena Solar executed a Standard Renewable In-System Variable PPA with PGE, which PGE counter-signed on June 4, 2018 (available at: <https://edocs.puc.state.or.us/efdocs/HAQ/re143haq16472.pdf>).

18. The PPA requires Zena Solar to achieve its COD by December 1, 2019.

19. On June 11, 2018, Zena Solar executed PGE's Small Generator Facility System Impact Study ("SIS") Agreement, and PGE counter-signed on June 22, 2018.
20. On or after September 7, 2018, PGE provided a SIS to Zena Solar ("First Zena Solar SIS").
21. On September 24, 2018, Zena Solar executed PGE's Small Generator Facility Facilities Study ("Facility Study") Agreement, and PGE counter-signed on September 26, 2018.
22. Zena's Facility Study would have been due on December 19, 2018.
23. On November 9, 2018, PGE notified Zena Solar that a new SIS was needed and invited Zena Solar to execute a new SIS Agreement.
24. The reason for the new study was a change in PGE's interconnection queue.
25. The change in PGE's interconnection queue included the withdrawal of SPQ0129.
26. SPQ0129 withdrew because PGE made an error in a November 6, 2018 System Impact Study for that project (the "SPQ0129 SIS") and thought that SPQ0129 would need to pay for additional interconnection facilities. On December 3, 2018, Zena Solar executed a second SIS Agreement, and PGE counter-signed on December 13, 2018.
27. After SPQ0129 withdrew, PGE determined that the error in SPQ0129's SIS would not require SPQ0129 to pay for additional interconnection facilities.
28. The second SIS ("Second Zena Solar SIS") was due to Zena Solar on March 1, 2019.

29. While conducting an SIS for SPQ0140, PGE noted that the requirements that it had provided to SPQ0129 in the SPQ0129 SIS appeared to contain an error, and PGE alerted SPQ0129 that a reconductor should have been an included requirement due to overvoltage.

30. According to PGE, SPQ0129 withdrew from the queue on February 4, 2019, prompting restudies of SPQ0140 and Zena Solar.

31. On February 4, 2019, PGE asserted to the principal of Zena Solar that interconnection studies are final and should be treated as such.

32. On February 22, 2019, PGE notified Zena Solar that SPQ0129 had withdrawn from the queue and it was therefore necessary for PGE to restart the study process again for the Second Zena Solar SIS.

33. PGE extended the due date for the restudied Second Zena Solar SIS by forty-five (45) business days to April 26, 2019.

34. On April 26, 2019, PGE notified Zena Solar that its previously presumed error necessitating the reconductor requirement for SPQ0129 in its November 6, 2018 SIS was incorrect and that instead, PGE had discovered an error in its model used to simulate the impacts a generator could have on PGE's distribution system.

35. PGE stated the error was due to incorrect voltage regulator settings in the model that produced erroneous and invalid reconductoring requirements for SPQ0129.

36. PGE stated that with the correct voltage regulator settings in the model, the large reconductor for SPQ0129 was determined to be unnecessary and that the error may have caused SPQ0129 to prematurely withdraw from the queue.

37. PGE offered SPQ0129 the chance to re-enter the queue.

38. SPQ0129 was unable or unwilling to re-enter the queue.
39. SPQ0129 did not re-enter the queue.
40. On April 26, 2019, PGE notified Zena Solar that the Second Zena Solar SIS was being delayed due to PGE's errors or mistakes regarding SPQ0129.
41. On May 31, 2019, Zena Solar expressed concern that Zena Solar would not be able to achieve its COD because of the delays in the interconnection process.
42. On June 7, 2019, PGE stated that PGE and Zena Solar could revisit differences with the in-service date and the COD after a construction schedule is developed as part of a facility study.
43. On June 7, 2019, PGE stated that it would send Zena Solar the Second Zena Solar SIS the following week.
44. On June 7, 2019, PGE claimed to Zena Solar that when projects with lower queue positions withdraw, the only option is to restudy remaining projects to ensure the interconnection requirements are properly assigned.
45. On June 12, 2019, PGE stated it would send Zena Solar the Second Zena Solar SIS on June 14, 2019.
46. On June 14, 2019, PGE did not send Zena Solar the Second Zena Solar SIS.
47. On June 24, 2019, Zena Solar emailed PGE to inquire regarding the status of the Second Zena Solar SIS.
48. On June 27, 2019, PGE provided the Second Zena Solar SIS to Zena Solar.

49. The Second Zena Solar SIS was endorsed by Mr. Bradley James Hennessey, a licensed and registered professional engineer in the State of Oregon.

50. The estimated interconnection costs endorsed by Mr. Hennessey in the Second Zena Solar SIS were \$161,000.

51. The total costs prescribed by PGE in the Second Zena Solar SIS are \$324,312, two-hundred-and-one percent (201%) more than the costs personally affirmed by Mr. Hennessey.

52. On July 17, 2019, the parties mutually executed a second Facility Study Agreement.

53. On July 26, 2019, a higher queued project (SPQ0140) withdrew from the interconnection queue.

54. PGE withheld from and did not inform Zena Solar that SPQ0140 withdrew from the interconnection queue.

55. On October 15, 2019, PGE provided a Facility Study to Zena Solar (“Zena Solar Facility Study”).

56. On November 5, 2019, Zena Solar asked PGE a question regarding an apparent discrepancy between the Second Zena Solar SIS and the Zena Solar Facility Study.

57. From November 6, 2019, to November 18, 2019, Zena Solar and PGE exchanged at least seven emails regarding the Second Zena Solar SIS, Zena Solar Facility Study, or both.

58. The email exchange from November 6, 2019 to November 18, 2019 was regarding the completeness of the Second Zena Solar SIS, which did not identify and

detail the impacts on PGE's transmission system as required by the rule, and did not align with the conclusions in the Zena Solar Facility Study.

59. On November 12, 2019, PGE provided a draft standard interconnection agreement ("IA") to Zena Solar.

60. The draft IA replicates the cost estimate in the Zena Solar Facility Study.

61. On November 20, 2019, PGE stated for the first time that a higher queued project (SPQ0140) had withdrawn after the Second Zena Solar SIS was performed.

62. SPQ0140 withdrew on July 26, 2019, fewer than ten days after Zena Solar had executed the Facility Study Agreement.

63. PGE did not inform Zena Solar that SPQ0140 withdrew before PGE delivered the Zena Solar Facility Study.

64. On November 20, 2019, PGE asserted interconnection studies are preliminary and not final documents, while also reminding Zena Solar of the upcoming deadline of December 5, 2019 to sign and return the IA, which commits Zena Solar to pay for the interconnection facilities identified in the Zena Solar Facility Study.

65. On November 27, 2019, Zena Solar disagreed with PGE that it was reasonable for PGE to use the SPQ0129 SIS for the Zena Solar Facility Study since the SPQ0129 SIS was for a different project, not completed specifically for Zena Solar, and the subject of prior analysis errors and delays by PGE.

66. Zena Solar expressed concern to PGE that the Zena Solar Facility Study may contain potentially erroneous information and conclusions since it was based on the SPQ0129 SIS.

67. Zena Solar noted to PGE that its statement, “interconnection studies are not final documents,” contradicts PGE’s prior assertions.

68. On November 27, 2019, due to PGE’s statements from November 20, 2019 that the studies are not final documents, Zena Solar told PGE that it would not do anything with the IA until PGE provided either a complete SIS for Zena Solar or a statement endorsed by an Oregon Professional Engineer affirming that the interconnection and protection requirements for Zena Solar are necessary and reasonable.

69. On November 20, 2019, PGE asserted that PGE has sole discretion to decide whether additional studies or restudies are needed for interconnection applicants after a higher queued project withdraws.

70. Zena Solar disagrees that PGE has sole discretion to decide whether an additional study or a restudy should be conducted after a higher queued project withdraws.

71. On November 20, 2019, PGE stated that PGE decided no additional study was necessary for the Zena Solar project after SPQ0140 withdrew.

72. On November 20, 2019, PGE stated that no additional study was necessary for the Zena Solar Facility Study because PGE decided to rely on the SPQ0129 SIS.

73. The SPQ0129 SIS is dated November 6, 2018.

74. PGE did not inform Zena Solar when PGE made the unilateral decision to use the SPQ0129 SIS as part of the Zena Solar Facility Study.

75. PGE did not ask Zena Solar if Zena Solar wanted a new SIS before PGE made the unilateral decision to use the SPQ0129 SIS as part of the Zena Solar Facility Study.

76. PGE did not ask Zena Solar if Zena Solar wanted to proceed with the Zena Solar Facility Study before PGE made the unilateral decision to use the SPQ0129 SIS as part of the Zena Solar Facility Study.

77. On November 20, 2019, PGE claimed that it was reasonable for PGE to use the SPQ0129 SIS for the Zena Solar Facility Study.

78. Zena Solar disagrees that it was reasonable for PGE to use the SPQ0129 SIS for the Zena Solar Facility Study.

79. Zena Solar reviewed the SPQ0129 SIS to try to understand the Zena Solar Facility Study.

80. On December 4, 2019, PGE did not provide an endorsed statement from one of PGE's licensed professional engineers that the upgrades in the Zena Solar Facility Study are necessary and reasonable.

81. Zena Solar had already paid PGE to perform an accurate Facility Study on which Zena Solar could reasonably rely.

82. The SPQ0129 SIS does not explain the discrepancy(ies) between the Second Zena Solar SIS and the Zena Solar Facility Study.

83. Since at least November 27, 2019, Zena Solar has expressed concerns with PGE's use of the SPQ0129 SIS for the Zena Solar Facility Study.

84. Since at least November 27, 2019, Zena Solar has expressed concerns that PGE's use of the SPQ0129 SIS could make the Zena Solar Facility Study incorrect or inaccurate.

85. On December 1, 2019, Zena Solar's COD passed.

86. On December 4, 2019, PGE issued a notice of default to Zena Solar for failing to achieve COD.

87. On December 4, 2019, PGE offered Zena Solar the choice of executing the draft IA or paying PGE to conduct a third SIS for the Zena Solar project.

88. Zena Solar has already paid PGE to perform an accurate Facility Study on which Zena Solar could reasonably rely.

89. Zena Solar cannot reasonably rely on the Zena Solar Facility Study.

90. PGE failed to perform an accurate Facility Study for the Zena Solar project.

91. On December 4, 2019, Zena Solar asked PGE to provide an accurate interconnection study for the Zena Solar project.

92. On December 4, 2019, Zena Solar declined to pay PGE for a third SIS because PGE had not yet performed under the prior study agreement and Zena Solar had considerable doubt that PGE would conduct another SIS in an accurate and timely manner.

93. On December 4, 2019, Zena Solar again requested PGE to provide an accurate interconnection study for the Zena Solar project, or to provide an endorsed statement from one of PGE's licensed professional engineers that the upgrades in the Zena Solar Facility Study are necessary and reasonable.

94. On December 5, 2019, Zena Solar requested to negotiate a non-standard IA.

95. On December 11, 2019, PGE requested that Zena Solar propose terms for a negotiated IA.

96. On January 10, 2020, Zena Solar provided proposed terms and a redline IA to PGE.

97. Zena Solar proposed IA terms, some of which aimed to address the errors, mistakes, and omissions that PGE had made during the interconnection process of the Zena Solar project.

98. Zena Solar proposed IA terms, some of which aimed to increase the safety and reliability of the interconnection.

99. For example, Zena Solar proposed to update the reference to the IEEE Standard 1547 from the 2003 edition to the 2018 edition.

100. For example, Zena Solar asked PGE to affirm that the assumptions and results of prior interconnection studies are within the normal operating conditions of the Zena Solar project.

101. On January 31, 2020, PGE responded via letter (“PGE’s January Letter”).

102. In PGE’s January Letter, PGE rejected all of Zena Solar’s proposed terms for a negotiated IA.

103. In PGE’s January Letter, PGE stated that PGE had rejected at least some of Zena Solar’s proposed terms because, in PGE’s view, the proposal, even if beneficial, was not worth the process and delay of obtaining the Commission’s approval of a negotiated IA.

104. In PGE's January Letter, PGE demanded that Zena Solar either execute the draft standard IA by February 22, 2020 or forfeit Zena Solar's interconnection queue position.

105. On February 10, 2020, Zena Solar responded to PGE via letter ("Zena Solar's February Letter").

106. In Zena Solar's February Letter, Zena Solar asked PGE to agree to have a third-party consultant perform a new SIS for the Zena Solar project.

107. OAR 860-082-0060(9) provides that an interconnection applicant like Zena Solar and a utility like PGE may agree to have a third-party consultant perform any interconnection study.

108. In Zena Solar's February Letter, Zena Solar asked PGE to agree to reimburse Zena Solar for the costs of having a third-party consultant perform a SIS for the Zena Solar project.

109. In Zena Solar's February Letter, Zena Solar asked PGE to reimburse Zena Solar for the costs of having a third-party consultant perform a SIS because PGE is responsible for the errors and mistakes in the existing interconnection studies for the Zena Solar project, and because PGE caused delays for Zena Solar.

110. In Zena Solar's February Letter, Zena Solar asked PGE to reimburse Zena Solar for the costs of having a third-party consultant perform a SIS because PGE had failed to provide an accurate interconnection study for the Zena Solar project.

111. In Zena Solar's February Letter, Zena Solar asked PGE to agree to a new COD under the PPA.

112. On February 13, 2020, PGE responded that PGE would respond to Zena Solar's January Letter by February 26, 2020 and would not deem Zena Solar to have withdrawn from the interconnection process any earlier than March 20, 2020.

113. On February 26, 2020, PGE responded to Zena Solar via letter ("PGE's February Letter").

114. In PGE's February Letter, PGE refused to reimburse Zena Solar for the costs of having a third-party consultant to perform a SIS for the Zena Solar project.

115. In PGE's February Letter, PGE admitted that its own engineers published contradictory data and conclusions pertaining to the minimum daytime load and the need for specific protection requirements.

116. In PGE's February Letter, PGE demanded that Zena Solar either execute the draft standard IA by March 20, 2020 or forfeit Zena Solar's interconnection queue position.

117. In PGE's February Letter, PGE refused to agree to a later COD under the PPA.

118. In PGE's February Letter, PGE admitted that PGE grants COD extensions to QFs when PGE causes delays in the interconnection process.

119. PGE has caused delays in the interconnection process for Zena Solar.

120. On March 16, 2020, Zena Solar responded to PGE via letter ("Zena Solar's March Letter").

121. In Zena Solar's March Letter, Zena Solar informed PGE that Zena Solar wanted to have a third-party consultant perform an independent SIS for PGE to review.

122. OAR 860-082-0060(7)(h) requires PGE to “evaluate and address any alternative findings” from an independent SIS provided by the interconnection applicant.

123. In Zena Solar’s March Letter, Zena Solar asked PGE to provide Zena Solar with the time and data necessary for a third-party consultant to perform an independent SIS.

124. In Zena Solar’s March Letter, Zena Solar stated that Zena Solar would pay the costs of the independent SIS.

125. On March 18, 2020, PGE responded that PGE would respond to Zena Solar’s February Letter by March 24, 2020 and would extend the deadline for Zena Solar to sign the IA to March 27, 2020.

126. On March 24, 2020, PGE responded to Zena Solar via letter (“PGE’s March Letter”).

127. In PGE’s March Letter, PGE refused to provide time and data for Zena Solar to have a third-party consultant perform an independent SIS.

128. In PGE’s March Letter, PGE asserted that it was too late for Zena Solar to have a third-party consultant perform an independent SIS because PGE had already completed the Zena Solar Facility Study.

129. In PGE’s March Letter, PGE demanded that Zena Solar either execute the draft standard IA by March 27, 2020 or forfeit Zena Solar’s interconnection queue position.

130. On March 25, 2020, Zena Solar responded to PGE via letter (“Zena Solar’s Second March Letter”).

131. In Zena Solar's Second March Letter, Zena Solar explained that Zena Solar would have requested an independent SIS before PGE started the Zena Solar Facility Study if PGE had informed Zena Solar after SPQ0140 withdrew or after PGE made the decision to use the SPQ0129 SIS.

132. On March 26, 2020 PGE responded via letter ("PGE's Second March Letter").

133. In PGE's Second March Letter, PGE reiterated its prior position that Zena Solar will be deemed withdrawn from the queue if it does not execute the IA by March 27, 2020.

134. PGE has failed to adequately address Zena Solar's concerns about whether the Zena Solar Facility Study is accurate.

135. PGE has failed to adequately address Zena Solar's concerns about whether the Zena Solar Facility Study is reliable.

136. Zena Solar is concerned that PGE proposes to build facilities that PGE has not shown to be necessary.

137. PGE has failed to adequately address Zena Solar's concerns about whether the proposed facilities to interconnect the Zena Solar project are necessary.

138. Zena Solar is concerned that PGE proposes to charge Zena Solar unreasonable costs for interconnection service.

139. PGE has failed to adequately address Zena Solar's concerns about whether the proposed costs to interconnect the Zena Solar project are reasonable.

140. Zena Solar cannot make an informed business decision about whether to execute the draft IA without knowing whether the proposed facilities are necessary or whether the proposed costs are reasonable.

141. In the Zena Solar Facility Study, PGE estimated that Zena Solar would need to pay a total of \$804,926 to interconnect the Zena Solar project, including \$459,600 for protection requirements and \$195,326 for communication requirements.

142. In the Second Zena Solar SIS, PGE estimated that Zena Solar would need to pay a total of \$324,312, including \$58,500 for protection requirements and \$74,812 for communication requirements.

143. PGE's total cost estimate in the Zena Solar Facility Study has more than doubled and is \$480,614 greater than PGE's total cost estimate in the Second Zena Solar SIS.

144. PGE claims that the change in cost is due to changes in the queue.

145. When PGE conducted the SPQ0129 SIS, SPQ0129 was the highest queued project.

146. In the SPQ0129 SIS, PGE estimated the total cost to interconnect SPQ0129 at \$539,600.

147. SPQ0129 withdrew from the interconnection queue.

148. The SPQ0129 SIS is dated November 6, 2018.

149. When PGE conducted a SIS for SPQ0140 ("SPQ0140 SIS"), SPQ0140 was the highest queued project.

150. In the SPQ0140 SIS, PGE estimated the total cost to interconnect SPQ0140 at \$634,803.

151. SPQ0140 withdrew from the interconnection queue.
152. The SPQ0140 SIS is dated July 2, 2019.
153. Zena Solar is now the highest queued project.
154. In the Zena Solar Facility Study, PGE estimated the total cost to interconnect the Zena Solar project at \$804,926.
155. If the SPQ0129 SIS or SPQ0140 SIS were accurate studies for the highest queued project, then the cost estimates should be comparable to the cost estimate in the Zena Solar Facility Study.
156. Changes in the interconnection queue do not explain or justify PGE's cost estimate in the Zena Solar Facility Study.
157. The Second Zena Solar SIS was dependent on the interconnection of SPQ0140.
158. The Second Zena Solar SIS stated that it was dependent specifically on SPQ0140 completing two requirements.
159. The first requirement was stated as "Substation Transformer Relay Upgrade to SEL-487E Relay Panels."
160. The second requirement was stated as "Transfer Trip from Wallace Substation to Zena Rd."
161. The Second Zena Solar SIS did not identify any prerequisite interconnection requirements except for two specific requirements.
162. If the Second Zena Solar SIS was accurate, then the only additional cost from the withdrawal of SPQ0140 should be the cost of the two requirements.

163. The costs estimated for SPQ0140 overstate the costs for the Zena Solar project because SPQ0140 was a larger project (3 MW) than the Zena Solar project (2.5 MW).

164. The costs estimated for SPQ0140 do not explain the discrepancy in costs between the Zena Solar Facility Study and the Second Zena Solar SIS.

165. PGE's total cost estimate in the Zena Solar Facility Study is greater than the *combined* total cost estimate in the Second Zena Solar SIS and the cost estimate for Zena Solar's pre-requisite requirements in the SIS for SPQ0140.

166. PGE appears to have adopted the cost estimate for protection requirements for a different project rather than conduct the study it contracted to perform for Zena Solar and study the Zena Solar project's protection requirements.

167. PGE never referenced the Second Zena Solar SIS or the SPQ0140 SIS in attempting to explain the Zena Solar Facility Study.

168. PGE stated that it relied on the SPQ0129 SIS for the Zena Solar Facility Study.

169. The SPQ0129 SIS is dated earlier than the SPQ0140 SIS, Second Zena Solar SIS, or the Zena Solar Facility Study.

170. PGE claims it was reasonable to rely on the SPQ0129 SIS for the Zena Solar Facility Study because SPQ0129 was the highest queued project when studied and SPQ0129 was similar to the Zena Solar project.

171. If the SPQ0129 SIS accurately reflects system impacts due to the Zena Solar project as PGE claims, then the costs should be comparable between the SPQ0129 SIS and the Zena Solar Facility Study.

172. PGE's total cost estimate in the Zena Solar Facility Study is \$265,326 greater than PGE's total cost estimate in the SPQ0129 SIS.

173. The SPQ0129 SIS provides a cost estimate for protection requirements of only \$200,000.

174. PGE's cost estimate in the Zena Solar Facility Study for protection requirements is two-hundred-and-sixty-one percent (261%) of PGE's cost estimate in the SPQ0129 SIS.

175. PGE's cost estimate for protection requirements in the SPQ0129 SIS is \$196,500 less than PGE's cost estimate for protection requirements in the SPQ0140 SIS.

176. If the SPQ0129 SIS was accurate and is still accurate today as PGE claims, then the SPQ0140 SIS must have contained errors regarding the protection requirements.

177. If the SPQ0140 SIS contained errors regarding requirements which were prerequisites for the Zena Solar project, then the Second Zena Solar SIS must have contained errors.

178. If the Second Zena Solar SIS contained errors, a new study is needed for the Zena Solar project.

179. PGE increased its cost estimate in the Zena Solar Facility Study for communication requirements by \$120,514 relative to PGE's cost estimate for communication requirements in the Second Zena Solar SIS.

180. The withdrawal of SPQ0140 does not fully explain the change in communication requirements, because the Zena Solar project's communication

requirements were not dependent on SPQ0140 completing all of its communication requirements.

181. In the SPQ0129 SIS, PGE estimated that communication requirements for SPQ0129 would cost \$189,600.

182. PGE's cost estimate for communication requirements in the Zena Solar Facility Study is \$195,326.

183. The SPQ0129 SIS is likely outdated.

184. PGE estimated that SPQ0129 would need to run a fiber optic line for a shorter distance than Zena Solar would need to have done.

185. PGE appears to have adopted the outdated cost estimate for communication requirements for a different project rather than conduct the study it contracted to perform for Zena Solar and study the Zena Solar project's communication requirements.

186. PGE claims that it was reasonable to use the SPQ0129 SIS.

187. PGE has stated that the SPQ0129 SIS contains errors.

188. PGE has stated that the SPQ0129 SIS was the subject of prior computer modelling errors and erroneous conclusions.

189. PGE has admitted that SPQ0129 withdrew from the queue because the computer modeling error made the costs of interconnection appear too high.

190. PGE has made widely varying cost estimates for the interconnection of SPQ0129, SPQ0140, and the Zena Solar project, even though they were all the highest queued project when PGE claims to have studied them.

191. PGE's varying cost estimates are summarized in the following table:

	SPQ0129 SIS	Second Zena Solar SIS	SPQ0140 SIS	Zena Solar Facility Study
Date	November 6, 2018	June 27, 2019	July 2, 2019	October 15, 2019
New Service	\$30,000	\$30,000	\$30,000	\$30,000
Distribution Modifications	\$120,000	\$161,000	\$30,000	\$120,000
Protection Requirements	\$200,000	\$58,500*	\$396,500	\$459,600
Communication Requirements	\$189,600	\$74,812*	\$178,303	\$195,326
TOTAL	\$539,600	\$324,312	\$634,803	\$804,926
	* Dependent on interconnection of SPQ0140			

192. Since at least November 5, 2019, Zena Solar has expressed concern with PGE's cost estimates.

193. PGE has made errors in completing interconnection studies.

194. PGE has made mistakes in completing interconnection studies that have materially impacted the outcomes of other interconnection customers.

195. PGE has not provided professionally reasonable reassurances that the cost estimates in the Zena Solar Facility Study are accurate or in good faith.

196. PGE provided the developer of the Zena Solar project with information regarding another project that indicates PGE may be selectively cherry-picking data to justify unnecessary upgrades.

197. PGE has refused to allow Zena Solar to have any additional study done to validate PGE's analyses.

198. Zena Solar seeks interconnection service.

199. Zena Solar is entitled to interconnection service at a rate and terms that are fair, just and reasonable.

200. PGE is obligated to show that facilities are necessary for interconnection and that the estimated costs are reasonable.

201. PGE has failed to show that facilities are necessary for interconnection and that the estimated costs are reasonable.

202. The draft IA would require Zena Solar to pay for facilities that may be unnecessary at costs that may not be reasonable.

203. Zena Solar is not required to pay for unnecessary facilities.

204. Zena Solar is not required to pay unreasonable costs.

205. If Zena Solar does not execute the draft IA, PGE threatens to deem Zena Solar to have withdrawn the interconnection request.

206. PGE is refusing to provide Zena Solar interconnection service at a rate that is just and reasonable.

207. Zena Solar seeks relief.

VII. LEGAL CLAIMS

Complainant's First Claim for Relief

Zena Solar is entitled to relief because PGE failed to seek Zena Solar's agreement to waive the requirement for new SIS after SPQ0140 withdrew.

208. Complainant re-alleges all the preceding paragraphs.

209. PGE is obligated to purchase a QF's net output that is directly or indirectly made available to PGE. 18 CFR 292.303(a), 292.304(d); ORS 758.525(2), 758.535(2)(a)&3(b); OAR 860-029-0030(1).

210. PGE is obligated to make interconnections with any QF that may be necessary to accomplish the required purchases. 18 CFR 292.303(c); OAR 860-029-0030(3).

211. PGE and an interconnection customer may agree to waive the requirement for a scoping meeting, the feasibility study, the SIS, or the facilities study.

212. Without agreement of the interconnection customer, PGE cannot unilaterally waive the requirement for a scoping meeting, the feasibility study, the SIS, or the facilities study.

213. Agreement is not valid if it is not fully informed.

214. Relevant information to any agreement to waive a requirement may include a withdrawal of a higher queued project.

215. Agreement to waive a requirement must be renewed if relevant information changes.

216. When SPQ0140 withdrew, PGE needed to either obtain Zena Solar's agreement to perform a new SIS or obtain Zena Solar's agreement to proceed directly to the Facility Study.

217. PGE failed to notify Zena Solar when SPQ0140 withdrew.

218. PGE failed to obtain Zena Solar's agreement to proceed directly to the Facility Study after SPQ0140 withdrew.

219. Zena Solar would not have agreed to proceed directly to the Facility Study.

220. Zena Solar is entitled to relief because PGE's failure to obtain Zena Solar's agreement to waive the requirement for a SIS and proceed directly to the Facility Study violated the small generator interconnection rules.

Complainant's Second Claim for Relief

Zena Solar is entitled to relief because PGE failed to accurately identify only the facilities necessary for the Zena Solar project to interconnect.

221. Complainant re-alleges all the preceding paragraphs.

222. PGE is obligated to, in any Facility Study it performs, identify only the interconnection facilities and system upgrades required to safely interconnect the small generator facility. OAR 860-082-0060(8)(e).

223. PGE did not identify the interconnection facilities and system upgrades required to safely interconnect the Zena Solar project when PGE did not use a SIS for the Zena Solar project but instead decided to rely on SISs conducted for other projects.

224. PGE violated the Commission's rules by failing to identify, in the Zena Solar Facility Study, only the interconnection facilities and system upgrades required to safely interconnect the small generator facility.

225. Zena Solar is entitled to relief because of PGE's failures to: 1) identify the interconnection facilities and system upgrades required to safely interconnect the Zena Solar project; and 2) provide a full description of only the required facilities and system upgrades, both of which violated the small generator interconnection rules and the Facility Study Agreement.

Complainant's Third Claim for Relief

Zena Solar is entitled to relief because PGE failed to determine the costs necessary for the Zena Solar project to interconnect.

226. Complainant re-alleges all the preceding paragraphs.

227. PGE is obligated to, in its Facility Study, determine the costs for the facilities and upgrades, including equipment, engineering, procurement, and construction costs. OAR 860-082-0060(8)(e).

228. PGE is obligated to, in any Facility Study it performs, provide a good-faith estimate of the costs of any interconnection facilities and system upgrades required to safely interconnect the small generator facility. OAR 860-082-0060(8)(e).

229. PGE did not determine the costs for facilities and upgrades when PGE did not study the Zena Solar project but instead decided to rely on SISs conducted for other projects.

230. PGE did not provide a good-faith estimate of costs when PGE made an estimate based on SISs conducted for other projects rather than studying the costs for the Zena Solar project.

231. Zena Solar is entitled to relief because PGE's failures to: 1) determine the costs for Zena Solar to interconnect; and 2) provide an appropriate and detailed estimate of the costs violated the small generator interconnection rules and the Facility Study Agreement.

Complainant's Fourth Claim for Relief

Zena Solar is entitled to relief because the Commission's rules only require Zena Solar to pay reasonable costs for interconnection and the draft interconnection agreement would require Zena Solar to pay costs that are unreasonable.

232. Complainant re-alleges all the preceding paragraphs.

233. The Commission's rules require any interconnection customer to pay only "the reasonable costs of any interconnection facilities or system upgrades necessitated by the interconnection." OAR 860-082-0060(2).

234. PGE is obligated to show that any costs for interconnection are reasonable.

235. PGE failed to show that the costs of interconnecting the Zena Solar project are reasonable, when PGE determined the costs to vary widely between studies.

236. PGE failed to show that the costs of interconnecting the Zena Solar project are reasonable, when PGE estimated the costs based on studies of other projects.

237. PGE failed to show that the costs of interconnecting the Zena Solar project are reasonable, when PGE failed to study the costs after a higher queued project withdrew.

238. PGE failed to charge Zena Solar only the reasonable costs when PGE sought to force Zena Solar to execute a draft interconnection agreement for costs that are not known to be reasonable.

239. Zena Solar is entitled to relief because PGE's failure to show that the costs of interconnecting are reasonable violated the small generator interconnection rules.

Complainant's Fifth Claim for Relief

Zena Solar is entitled to relief because PGE failed to provide interconnection service at a rate that is just and reasonable.

240. Complainant re-alleges all the preceding paragraphs.
241. Oregon law requires PGE to provide service at rates that are just and reasonable. ORS 757.020.
242. PGE failed to provide interconnection service at just and reasonable rates when it sought to impose unreasonable costs on Zena Solar for facilities that are not necessary.
243. Zena Solar is entitled to relief because PGE's failure to charge Zena Solar for interconnection service at a just and reasonable rate violated Oregon state law.

Complainant's Sixth Claim for Relief

Zena Solar is entitled to relief because PGE failed to allow Zena Solar to provide PGE with an independent SIS.

244. Complainant re-alleges all the preceding paragraphs.
245. PGE is obligated to examine and address any alternative findings from an independent SIS provided by an interconnection customer. OAR 860-082-0060(7)(h).
246. PGE is obligated to allow an interconnection customer to provide an independent SIS.
247. Zena Solar would have provided an independent SIS if PGE had notified Zena Solar that PGE would not be performing a new SIS after SPQ0140 withdrew or that PGE would be relying on an old and erroneous SIS for the Zena Solar Facility Study.
248. PGE has unreasonably prevented Zena Solar from obtaining an independent SIS by failing to provide Zena Solar with critical information.

249. After Zena Solar obtained the information, Zena Solar asked for PGE's cooperation and necessary data for an independent SIS to be performed.

250. PGE claims that it is too late for an independent SIS to be performed.

251. PGE has unreasonably prevented Zena Solar from providing an independent SIS.

252. Zena Solar is entitled to relief because PGE's failures: 1) to allow Zena Solar to provide an independent SIS; and 2) to examine and address any alternative findings violated the small generator interconnection rules.

Complainant's Seventh Claim for Relief

Zena Solar is entitled to relief because PGE unreasonably withheld its agreement to have a third-party consultant provide a new SIS for the Zena Solar project.

253. Complainant re-alleges all the preceding paragraphs.

254. PGE and an interconnection customer may agree in writing to allow the customer to hire a third-party consultant to complete a feasibility study, SIS, or facilities study, subject to public utility oversight and approval. OAR 860-082-0060(9).

255. PGE cannot unreasonably withhold its agreement because, in part, such action does not align with the reasonable cost provisions in OAR 860-082-0060(2).

256. PGE agreed that a new SIS could be done when PGE offered to conduct a new SIS for the Zena Solar project.

257. PGE refused to agree to allow Zena Solar to hire a third-party consultant to complete a new SIS for the Zena Solar project.

258. Zena Solar is entitled to relief because PGE's unreasonable withholding of agreement to allow Zena Solar to hire a third-party consultant violated the small generator interconnection rules.

Complainant's Eighth Claim for Relief

Zena Solar is entitled to relief because PGE unreasonably withheld its agreement to extend the COD for the Zena Solar project.

259. Complainant re-alleges all the preceding paragraphs.

260. The PPA requires PGE to "not unreasonably withhold agreement" to a later COD if Zena Solar demonstrates that a later COD is "reasonable and necessary". PPA Section 2.2.3.

261. PGE is also obligated under the covenant of good-faith and fair dealing.

262. Oregon state law requires PGE to provide service on terms that are fair, just and reasonable. ORS 757.020.

263. The delays that have occurred in the interconnection of the Zena Solar project make a later COD reasonable and necessary.

264. The fact that PGE has control over the interconnection timing and thereby the timing of COD obligates PGE to agree to reasonable COD extensions.

265. Before the Second Zena SIS or Zena Facility Study were done, PGE agreed to revisit the COD after a construction schedule was developed.

266. The Zena Facility Study was completed approximately one and half months prior to Zena Solar's COD under the PPA.

267. The Zena Facility Study estimated that construction would require approximately 23 months.

268. The original draft interconnection agreement proposed an in-service date of October 21, 2021.

269. After the Zena Facility Study was done, Zena Solar requested a later COD for the Zena Solar project.

270. The current COD is unreasonable.

271. Zena Solar requested a later COD from PGE because a later COD is reasonable and necessary in light of the interconnection delays.

272. PGE refused to agree to a later COD.

273. PGE's refusal was unreasonable.

274. PGE unreasonably refused to agree to a later COD.

275. Zena Solar's COD has already passed.

276. Zena Solar is harmed by the loss of fixed-price payments that it would have received had it achieved COD.

277. Zena Solar is entitled to all of its fixed-price payments.

278. PGE has issued a notice of default to Zena Solar for failing to achieve its COD.

279. If Zena Solar does not achieve its COD within the one-year cure period, PGE has threatened to terminate the PPA.

280. PGE's unreasonably refusal violated the PPA between PGE and Zena Solar.

281. PGE's unreasonably refusal harms Zena Solar.

282. Zena Solar is entitled to relief because PGE has unreasonably withheld agreement to a later COD.

283. Zena Solar is entitled to relief because has unreasonably prevented Zena Solar for receiving fixed-price payments that are due to Zena Solar under the PPA.

284. Zena Solar is entitled to relief because PGE breached the PPA.

Complainant's Ninth Claim for Relief

Zena Solar is entitled to relief because PGE subjected Zena Solar to undue or unreasonable prejudice or disadvantage and treated other QFs with undue or unreasonable preference or advantage.

285. Complainant re-alleges all the preceding paragraphs.

286. PGE cannot make or give undue preference, unreasonable preference or advantage to any particular person, or subject any particular person to any undue or unreasonable prejudice or disadvantage in any respect. ORS 757.325.

287. PGE gave undue and/or unreasonable preference or advantage to the higher queued project, SPQ0129, by not requiring that project to provide and pay for interconnection facilities and system upgrades it is requiring for Zena Solar.

288. PGE gave undue and/or unreasonable preference or advantage to the higher queued project, SPQ0140, by not requiring that project to provide and pay for interconnection facilities and system upgrades it is requiring for Zena Solar.

289. PGE subjected Zena Solar to undue and/or unreasonable prejudice or disadvantage by requiring Zena Solar to provide and pay for interconnection facilities and system upgrades that were not required for the higher queued projects, SPQ0129 or SPQ0140.

290. PGE subjected Zena Solar and potentially other QFs to undue and/or unreasonable prejudice or disadvantage by cherry-picking data to justify unnecessary upgrades.

291. PGE subjected Zena Solar to undue and/or unreasonable prejudice or disadvantage by refusing to agree to extend the COD under the PPA in light of the interconnection delays.

292. Zena Solar is entitled to relief because PGE has subjected Zena Solar to unjust discrimination.

VIII. PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests that the Commission issue an order:

293. Staying Zena Solar's obligation to execute the interconnection agreement pending the outcome of this litigation.

294. Finding PGE in violation of its obligation to obtain Zena Solar's agreement before deciding not to perform a SIS.

295. Finding PGE in violation of its obligation to identify the facilities and system upgrades necessary for the Zena Solar project to interconnect.

296. Finding PGE in violation of its obligation to determine the costs of the facilities and system upgrades necessary for the Zena Solar project to interconnect.

297. Finding PGE in violation of its obligation to provide a good-faith estimate of the costs necessary for the Zena Solar project to interconnect.

298. Finding PGE in violation of its obligation to demonstrate that the costs are reasonable.

299. Finding PGE in violation of its obligation to only charge Zena Solar for the reasonable costs of interconnecting.

300. Finding PGE in violation of its obligation to provide interconnection service at a just and reasonable rate.

301. Finding PGE in violation of its obligation to consider an independent SIS.

302. Finding PGE is required to allow interconnection customers to procure an independent SIS for the utility to evaluate and address any alternative findings.

303. Finding PGE in violation of its obligation to not unreasonably withhold agreement to having a third-party consultant perform a required interconnection study.

304. Finding PGE in violation of its obligation to refrain from engaging in unjust and unreasonable practices with respect to its customers, including interconnection customers, and the public generally.

305. Requiring PGE to refrain from engaging in unjust and unreasonable practices with respect to its customers, including interconnection customers, and the public generally.

306. Finding Zena Solar is entitled to a new COD under the standard QF PPA with PGE.

307. Requiring PGE's evaluation of any alternative findings from an independent SIS provided by Zena Solar to be endorsed by a professional engineer licensed and registered with the Oregon State Board of Examiners for Engineering and Land Surveying.

308. Finding Zena Solar is entitled to an extension of the fixed-price period under the standard QF PPA with PGE.

309. Instituting penalties up to \$10,000 pursuant to ORS 756.990 against PGE and paid by PGE's shareholders for each violation of ORS 757.020, ORS 758.325, ORS

758.525(2), ORS 758.535(2), ORS 758.535(2)(b), ORS 758.535(3)(b), 18 CFR 292.303(a), 18 CFR 292.303(c), 18 CFR 292.304(d), OAR 806-029-0030(1), and OAR 806-029-0030(3).

310. Granting any other such relief as the Commission deems necessary.

Dated this 27th day of March 2020.

Respectfully submitted,



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Of Attorneys for Zena Solar, LLC

CERTIFICATE OF FILING

I certify that on March 27, 2020, I filed the foregoing Complaint on behalf of Zena Solar, LLC with the Oregon Public Utility Commission by electronic communication as consistent with OAR 860-001-0170.



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