

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

Blue Marmot V LLC, Complainant,)	
)	DOCKET NO. UM 1829
)	
v.)	REPLY
)	
Portland General Electric Company, Defendant.)	
)	
)	
_____)	

I. INTRODUCTION

This is a reply ("Reply") filed by Blue Marmot V LLC ("Blue Marmot V") with the Oregon Public Utility Commission (the "Commission" or "OPUC") under Oregon Revised Statute ("ORS") 756.500 and Oregon Administrative Rules ("OAR") 860-001-0170, -0400. Blue Marmot V filed a complaint ("Complaint") against Portland General Electric Company ("PGE" or the "Company") for refusing to purchase the net output from Blue Marmot V's solar qualifying facility ("QF") ("Blue Marmot V Project") as a mandatory purchase under the Public Utility Regulatory Policies Act of 1978 ("PURPA"). PGE filed an answer ("Answer") on May 18, 2017, including but not limited to, raising additional factual allegations that PGE asserts are relevant to Blue Marmot V's Complaint.

II. REPLY

Blue Marmot V replies to PGE's additional factual allegations. Blue Marmot V denies any allegation not specifically admitted herein and reserves the right to

1 supplement this Reply if PGE amends its additional factual allegations. With respect to
2 the particular paragraphs, Blue Marmot replies as follows:

3 1. Blue Marmot V has insufficient information or knowledge to admit or
4 deny the truth of the allegations in paragraph 66 of the Answer regarding PGE's plans
5 and assessments of its participation in the Energy Imbalance Market. Therefore, Blue
6 Marmot V denies the same.

7 2. Blue Marmot V has insufficient information or knowledge to admit or
8 deny the truth of the allegations in paragraph 67 of the Answer regarding PGE's look,
9 determination and decision to purchase additional short and/or long-term transmission
10 capability. Therefore, Blue Marmot V denies the same.

11 3. Blue Marmot V has insufficient information or knowledge at this time to
12 admit or deny the truth of the allegations in paragraph 68 of the Answer regarding PGE's
13 Open Access Same-Time Information System website. Therefore, Blue Marmot V
14 denies the same.

15 4. Blue Marmot V denies the allegations in paragraph 69 of the Answer that
16 there is insufficient long-term firm Available Transfer Capacity ("ATC") at the
17 PACW.PGE point of delivery ("POD") to allow Blue Marmot V to deliver the net output
18 of the Blue Marmot V Project.

19 5. Blue Marmot V admits the allegation in paragraph 70 of the Answer that
20 PGE's Schedule 201 states that an off-system QF "may enter into a PPA with the
21 Company after following the applicable Standard or Negotiated PPA guidelines and
22 making the arrangements necessary for transmission of power to the Company's system."
23 Blue Marmot denies all remaining allegations in paragraph 70 of the Answer, including

1 but not limited to that: 1) Blue Marmot V requested delivery at the PACW.PGE POD; 2)
2 PGE informed Blue Marmot that PGE believed that the lack of long-term firm ATC at
3 the PACW.PGE POD will prevent Blue Marmot from reaching PGE's system through
4 the PACW.PGE POD at present, and 3) there is insufficient long-term firm Available
5 Transfer Capacity at the PACW.PGE POD to allow Blue Marmot V to deliver the net
6 output of the Blue Marmot V Project.

7 6. Blue Marmot V has insufficient information or knowledge to admit or
8 deny the truth of the remaining allegations in paragraph 71 of the Answer regarding the
9 terms upon which PGE will execute a final power purchase agreement ("PPA") with Blue
10 Marmot V. The remaining portions of paragraph 71 of the Answer contain legal
11 conclusions and require no response. Therefore, Blue Marmot V denies the same.

12 III. PRAYER FOR RELIEF

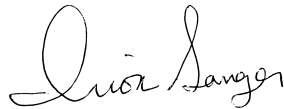
13 WHEREFORE, Blue Marmot V respectfully requests the Commission issue an
14 order:

- 15 1. Finding PGE in violation of: 1) the mandatory purchase obligation of the Oregon
16 PURPA; 2) the mandatory purchase obligation of the federal PURPA; 3) the
17 Federal Energy Regulatory Commission's PURPA regulations, policies, and
18 orders; 4) the Commission's PURPA regulations, policies, and orders; and 5)
19 PGE's Schedule 201;
- 20 2. Requiring PGE to purchase the net output of the Blue Marmot V Project at the
21 Schedule 201 rates that were in effect prior to June 1, 2017, and all the terms and
22 conditions in the partially executed final PPA;

- 1 3. Requiring PGE to enter into a PURPA PPA with Blue Marmot V at the Schedule
2 201 rates that were in effect prior to June 1, 2017, and all the terms and conditions
3 in the partially executed final PPA;
- 4 4. Barring PGE from seeking to impose any costs on Blue Marmot V regarding
5 congestion;
- 6 5. Barring PGE from raising any concerns regarding the deliverability, wheeling or
7 transmission of the Blue Marmot V Project's net output;
- 8 6. Barring PGE from seeking to curtail the net output of the Blue Marmot V
9 Project's net output;
- 10 7. Instituting penalties up to \$10,000 under ORS 756.990 against PGE and paid by
11 PGE's shareholders for each violation of ORS 758.525(2), 758.535(2)(b), 18 CFR
12 292.303(a), 292.304(d), and Commission Order Nos. 05-584 and 16-174.
- 13 8. Granting any other such relief as the Commission deems necessary.

Dated this 2nd day of June, 2017.

Respectfully submitted,



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