

August 20, 2019

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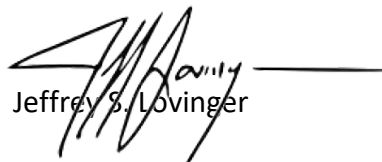
Re: UM 1971 - Waconda Solar, LLC v. Portland General Electric Company

Attention Filing Center:

Enclosed for filing today in the above-named docket is Portland General Electric Company's Answer to the First Amended Complaint.

Thank you for your assistance.

Very truly yours,


Jeffrey S. Lovinger

901655

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1971

WACONDA SOLAR, LLC,

Complainant,

vs.

PORTLAND GENERAL ELECTRIC
COMPANY,

Defendant.

**PORTLAND GENERAL ELECTRIC
COMPANY’S ANSWER TO THE
FIRST AMENDED COMPLAINT**

I. INTRODUCTION

Pursuant to ORS 756.512 and OAR 860-001-0400, defendant Portland General Electric Company (“PGE”) submits the following answer (“Answer”) to the first amended complaint (“First Amended Complaint”) filed by Waconda Solar, LLC (“Waconda Solar” or “Complainant”) on July 31, 2019.

Complainant has applied to interconnect a proposed 2.25 megawatt (“MW”) solar generation facility (the “Project”) to PGE’s electrical system on the Waconda-13 distribution feeder (the “Feeder”) in Marion County, near Salem, Oregon. Complainant and PGE have entered into a Feasibility Study Agreement and a System Impact Study Agreement. PGE issued a Feasibility Study on July 10, 2018, a Revised Feasibility Study on August 16, 2018, and a System Impact Study on October 25, 2018. PGE also provided Complainant an executable facilities study agreement on October 25, 2018.

The Revised Feasibility Study and System Impact Study both require the following interconnection facilities or system upgrades: (1) a service and metering package; (2) the re-conductoring of approximately 2.3 miles of overhead conductor; (3) the replacement of an

existing hydraulic recloser with a new electronic recloser; (4) the replacement of a 65T fuse with a 100T fuse; (5) installation of a transfer trip protection scheme (including a fiber optic communication channel); and (6) the installation of a Real-Time Automation Controller (RTAC) in the substation to facilitate the transfer trip communications.¹ The Revised Feasibility Study and System Impact Study also concluded that the Project could cause voltage flicker on the Feeder and requires that the Complainant implement dynamic reactive current support to mitigate this concern.²

The service and metering package will include a new primary service conductor and a bi-directional meter. The purpose of the service and metering package is to allow PGE to provide metered electric utility service to the Project and to allow Complainant to deliver metered Project net output to PGE. The line re-conductor will involve two different sections of the Feeder and include a railroad crossing.³ The purpose of the re-conductor is to increase the load carrying capacity of the lines as the aggregate generation exceeds the thermal limits of the existing conductor.⁴ The new recloser and new fuse will replace two existing protective devices (a hydraulic recloser and a 65T fuse) that will become overloaded by the interconnection of the Project.⁵ The transfer trip protection scheme is a direct transfer trip scheme with a fiber optic communication channel.⁶ The purpose of the transfer trip protection scheme is to ensure that the Project ceases to energize any unintended electrical island on the Feeder within two seconds of the island forming, consistent with IEEE 1547, Section 4.4.1. The transfer trip protection scheme also ensures that the Project will not backfeed a ground short or other contingency on the

¹ First Amended Complaint, Attachment D at 6 (August 16, 2018 Revised Feasibility Study (“Revised Feasibility Study”) at 6, Attachment E at 6-7 (System Impact Study at 6-7).

² *Id.*, Attachment D at 4 (Revised Feasibility Study at 4), Attachment E at 5-7 (System Impact Study at 5-7).

³ *Id.*, Attachment D at 5 (Revised Feasibility Study at 5), Attachment E at 5 (System Impact Study at 5).

⁴ *Id.*, Attachment D at 5 (Revised Feasibility Study at 5), Attachment E at 5 (System Impact Study at 5).

⁵ *Id.*, Attachment D at 5 (Revised Feasibility Study at 5), Attachment E at 5 (System Impact Study at 5).

⁶ *Id.*, Attachment D at 6 (Revised Feasibility Study at 6), Attachment E at 7 (System Impact Study at 7).

high-side of the Substation 57 kV transformer. The RTAC is required to expand communications capacity at the substation sufficiently to accommodate the transfer trip scheme.⁷

The estimated cost of these interconnection facilities or system upgrades is \$1,002,700.00.⁸

In conducting the System Impact Study, PGE considered all generation that was directly interconnected to PGE's system, that was interconnected to affected systems and might impact the interconnection request, and that had a higher-queued request to interconnect to PGE's system.⁹ The System Impact Study specifically identifies the higher-queued interconnection requests that were considered as part of the study assumptions.¹⁰ One of those higher-queued projects was SPQ0048.¹¹ The System Impact Study states: "If any of these [higher-queued interconnection] requests are withdrawn, PGE reserves the right to restudy the request, as the results and conclusions contained within the study could significantly change."¹² On June 27, 2019, higher-queued interconnection request SPQ0048 withdrew its interconnection request. On July 9, 2019, PGE provided Complainant with notice that a higher-queued project had withdrawn its interconnection application and informed Complainant that PGE must restudy and issue a new system impact study on Complainant's proposed interconnection.¹³ As a result, the System Impact Study issued to Complainant on October 25, 2018, is no longer an operative study and the conclusions may change. PGE has indicated to Complainant that it will provide Complainant with a new System Impact Study by October 16, 2019.

⁷ *Id.*, Attachment D at 6 (Revised Feasibility Study at 6), Attachment E at 7 (System Impact Study at 7).

⁸ *Id.* at 7 (System Impact Study at 7). The October 25, 2018 System Impact Study is being re-studied because a higher-queued interconnection application has been withdrawn; as a result, the estimated cost or other conclusions found in the October 25, 2018 System Impact Study may change.

⁹ *Id.* at 4 and 8 (System Impact Study at 4 and 8).

¹⁰ *Id.* at 8 (System Impact Study at 8).

¹¹ *Id.*

¹² *Id.*

¹³ A copy of the July 9, 2019 email from PGE to Complainant is attached to this Answer as Exhibit K.

Complainant has stated that it wishes to hire a third-party consultant to complete the remaining interconnection studies (the system impact study and facilities study). PGE has indicated that it does not agree to the use of a third-party hired by the Complainant to complete the utility's interconnection studies. PGE has hired its own third-party consultants to assist with elements of the interconnection study process. PGE provided Complainant with the Feasibility Study and the System Impact Study within the timeframes established by the Commission's rules and the parties' study agreements.

Complainant has stated that it intends to hire its own third-party consultant to perform an independent system impact study. Complainant, by letter dated August 24, 2018, made a single generalized request that PGE provide "the system configuration" so that Complainant's independent consultant could complete an independent system impact study of the type referred to in OAR 860-082-0060(7)(h).¹⁴ Complainant has never requested any specific information from PGE for the identified purpose of conducting an independent system impact study. PGE has not violated any rule or order related to providing information to facilitate an independent system impact. The First Amended Complaint identifies no rule or order that PGE has allegedly violated by failing to provide "the system configuration" in response to Complainant's single, isolated request. If Complainant makes a reasonably specific request to PGE for information for the identified purpose of conducting an independent system impact study, then PGE is willing to work with Complainant in good-faith to provide relevant information subject to appropriate confidentiality protections. If Complainant provides PGE with an independent system impact study, PGE will evaluate and address any alternative findings from that study as required by OAR 860-082-0060(7)(h). If Waconda conducts an independent study, it must do so in a timely

¹⁴ A copy of the August 24, 2018 letter from Irion Sanger is attached as Exhibit I.

manner, PGE is not required to delay its own study process because of an independent system impact study, and PGE is not required to adopt the findings of an independent system impact study.

Complainant and PGE entered into a Standard Renewable In-System Variable Power Purchase Agreement (the “PPA”) effective June 4, 2018. Under the PPA, Complainant has selected a scheduled commercial operation date (“COD”) of February 1, 2020, and a termination date (“Termination Date”) of April 1, 2038.¹⁵ Complainant entered into the PPA before Complainant obtained any interconnection studies and Complainant selected an aggressive COD that is approximately 20 months after the PPA effective date when Complainant had a right to select a COD that is up to 36 months after the PPA effective date. If the scheduled in-service date for Complainant’s interconnection is after Complainant’s scheduled COD, that is a timing problem of Complainant’s own making.

Complainant has five primary complaints which it has delineated in four “claims for relief.” First, Complainant alleges (first claim for relief) that PGE has not provided complete or accurate information in its Feasibility Study or Revised Feasibility Study.¹⁶ Complainant asks the Commission to order PGE to issue a new, complete Feasibility Study.¹⁷ Second, Complainant alleges (second claim for relief) that PGE has violated its obligation to agree to allow Complainant to hire a third-party consultant to complete the interconnection studies.¹⁸ Complainant asks the Commission to order PGE to agree that Complainant may hire a consultant

¹⁵ A copy of the PPA has been filed in Docket No. RE 153 and is available at: <https://edocs.puc.state.or.us/efdocs/HAQ/re143haq164533.pdf>.

¹⁶ First Amended Complaint ¶ 131.

¹⁷ *Id.* at 30 (Prayer for Relief ¶ 8).

¹⁸ *Id.* ¶ 165.

to conduct the remaining interconnection studies.¹⁹ Third, Complainant alleges (second claim for relief) that PGE has not provided complete information regarding its existing system configuration or provided reasonable access or cooperation so that Complainant can conduct an independent system impact study.²⁰ Complainant asks the Commission to order PGE to provide information and access needed for an independent system impact study.²¹ Fourth, Complainant alleges (third claim for relief) that PGE has missed interconnection deadlines and asks the Commission to order PGE to extend the Commercial Operation Date and Termination Date of the PPA to account for delays allegedly caused by PGE.²² Fifth, Complainant alleges (fourth claim for relief) that PGE has discriminated against Complainant by allegedly missing interconnection deadlines and allegedly agreeing to third-party consultants in other instances but not in Complainant's case.²³ All five of these primary claims were asserted in the original complaint filed September 28, 2018, and have been retained in the First Amended Complaint. In the original complaint, these five primary claims were asserted as alleged violations of the Commission's small generator interconnection rules.

In addition to the five primary claims asserted in the original complaint, the First Amended Complaint adds several new claims. The First Amended Complaint asserts that each of the primary claims from the original complaint represents a violation of the duty of good faith and fair dealing implicit in the three contracts between the parties (the feasibility study agreement, the system impact study agreement, and the PPA).²⁴ The First Amended Complaint

¹⁹ *Id.* at 30 (Prayer for Relief ¶ 9).

²⁰ *Id.* at 2 and ¶¶ 91, 144.

²¹ *Id.* at 30 (Prayer for Relief ¶ 8).

²² *Id.* ¶¶ 180, 181 and at 30-31 (Prayer for Relief ¶¶ 12, 13).

²³ *Id.* ¶ 190.

²⁴ *Id.* ¶¶ 119, 120, 125, 128, 139, 147, 176, 180. The First Amended Complaint does not allege that the fourth claim for relief (unreasonable prejudice) represents a violation of the implied contractual duty of good faith and fair dealing.

also asserts that each of the primary claims from the original complaint represents a violation of the Commission's enabling statutes (ORS 756.020 and ORS 756.040).²⁵ Finally, the First Amended Complaint alleges that PGE's October 25, 2018 System Impact Study (which was issued after the original complaint) is incomplete and does not contain all of the information required by the rules, by the duty of good faith and fair dealing, or by the Commission's general enabling statutes.²⁶ However, the First Amended Complaint does not ask the Commission to find that the System Impact Study is incomplete or to order PGE to issue a new System Impact Study.²⁷

By this Answer, PGE denies that Complainant is entitled to the relief requested in the First Amended Complaint. The reasons the Commission should deny the requested relief include, without limitation, the following:

First, PGE has complied with the interconnection process established by OAR 860-082-0005 through OAR 860-082-0085.

Second, the Feasibility Study, Revised Feasibility Study, and System Impact Study identify expected impacts on PGE's system and required interconnection facilities and system upgrades in sufficient detail to satisfy the requirements of the Commission's rules and orders, including the estimated cost and schedule associated with the interconnection facilities and system upgrades.

²⁵ *Id.* ¶¶ 121, 123, 136, 138, 173, 175, 184, 186. The First Amended Complaint repeatedly references ORS 746.040 but that is a repealed section of the Oregon Revised Statutes. In this Answer, PGE assumes Complainant intended to reference ORS 756.040 (if this assumption is incorrect, PGE requests that Complainant clarify which provision of the Oregon Revised Statutes it intended to reference). The First Amended Complaint also alleges that each of the first three claims for relief represent a violation of ORS 757.325 (the statute prohibiting unreasonable prejudice). *See* ¶¶ 122, 137, 174. However, the assertion that PGE's actions violated ORS 757.325 is the subject of the fourth claim for relief (unreasonable prejudice); PGE understands the allegations in ¶¶ 122, 137, 174 to be surplus to and effectively repeating the claim asserted in the fourth claim for relief.

²⁶ *Id.* ¶¶ 127-131.

²⁷ *Id.* at 22-23 (Prayer for Relief ¶¶ 6 through 10, identifying the principle relief sought by Complainant).

Third, the Feasibility Study and Revised Feasibility Study contain all of the information required by the Commission's rules. To the extent the Feasibility Study or Revised Feasibility Study contain any errors or inconsistencies, those errors and inconsistencies are immaterial and were corrected in a subsequent study report. As a result, any such errors or inconsistencies were harmless errors and did not meaningfully impact the analysis under the Feasibility Study or the System Impact Study. In addition, the October 25, 2018 System Impact Study has been rendered obsolete because a higher-queued interconnection request withdrew on June 27, 2019, and, as a result, PGE is restudying the interconnection and will issue a replacement System Impact Study.

Fourth, PGE has not missed any deadlines or scheduled milestones with regard to the production of the Feasibility Study or System Impact Study results.

Fifth, PGE is not required to agree to allow Complainant to hire a third-party consultant to conduct the remaining interconnection studies (the system impact study and facilities study).²⁸ PGE is willing to hire its own consultants if necessary to complete the required studies and PGE has hired a third-party consultant to assist in the analysis required for the System Impact Study.²⁹ PGE is within its rights under the Commission's rules when it offers to hire its own consultants if necessary and refuses to agree to Complainant hiring a consultant to conduct PGE's interconnection studies, and PGE has not engaged in discrimination by choosing to proceed in this manner.

²⁸ OAR 860-082-0060(9) is permissive, not mandatory. It provides that a public utility may contract with a third-party consultant to complete interconnection studies, and that a public utility and an applicant "may agree in writing to allow the applicant to hire a third-party consultant to complete a feasibility study, system impact study, or facilities study, subject to public utility oversight and approval." There is no mandatory requirement that a utility agree to allow an applicant to hire a third-party consultant. The Commission recently confirmed this in *Sandy River Solar, LLC v. PGE*, Docket No. UM 1967, Order No. 19-218 (Jun. 24, 2019).

²⁹ See Am. Compl., Attachment E, at Attachment A (System Impact Study at Attachment A, which is a Detailed System Impact Study Report prepared for PGE by its third-party consultant POWER Engineers, Inc.).

Sixth, PGE has not violated any rule or order by not responding to a single vague request for PGE's "system configuration." PGE is willing to work with Complainant to provide information to support an independent system impact study: (1) when Complainant requests specific information; (2) when Complainant clearly indicates such information is sought to allow Complainant to conduct an independent system impact study; (3) if such information is reasonably necessary for Complainant to conduct an independent system impact study and is not irrelevant, overbroad, or unduly burdensome; and (4) if such information can be and is adequately protected by a confidentiality agreement or protective order in the event it is deemed by PGE to be confidential or sensitive commercial or system information.

Seventh, PGE has not subjected Complainant to undue or unreasonable prejudice or disadvantage and has not treated other people or itself with undue or unreasonable preference or advantage. Complainant has not alleged any facts to support such a contention and the mere fact that PGE is not willing to agree to allow Complainant to hire a third-party consultant to conduct the remaining interconnection studies does not demonstrate prejudice or preference because PGE has the discretion to agree or not agree to the use of a third-party consultant. PGE also has not prejudiced Complainant by missing interconnection deadlines because PGE has met all applicable deadlines.

Eighth, there are no grounds upon which to grant Complainant's request for an extension of the scheduled COD under the PPA or the termination date of the PPA. Complainant elected to enter into a PPA and selected an aggressive COD before Complainant had obtained the first of its interconnection studies and Complainant therefore created its own timing dilemma with regard to obtaining an in-service interconnection before its scheduled COD.

II. SERVICE

Copies of all pleadings, motions, and correspondence should be served on PGE's counsel and representatives at the addresses below:

Donald Light
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III. ANSWER

PGE denies each and every allegation contained in the First Amended Complaint except as hereinafter expressly admitted.

Unless otherwise specified, the capitalized term "Paragraph" refers to the numbered paragraphs of the Complaint beginning on page five of the First Amended Complaint.

The first four pages of the First Amended Complaint contain a narrative introduction and legal argument. PGE does not understand the introduction to contain allegations requiring a response. PGE expects to respond to Complainant's narrative and legal arguments as part of dispositive motion practice or, if needed, at a hearing and subsequent briefing in this proceeding. In the event the Commission deems the introduction to contain allegations requiring a response, PGE denies the allegations.

In answer to some of the allegations contained in numbered Paragraphs, PGE has indicated that no response is required because the allegations are legal conclusions or legal arguments. If the Commission deems that responses are required in such instances, then PGE denies the allegations in question.

Some of the numbered Paragraphs in the First Amended Complaint allege the exchange of written communications between the parties. In answer to some of those numbered

Paragraphs, PGE has admitted the existence of the written communications, filed a copy of the written communications as exhibits (or indicated that Complainant has filed a copy with its First Amended Complaint), and indicated that the communications speak for themselves. In those instances, PGE denies all the allegations in the associated numbered Paragraphs except to the extent that PGE expressly admits an allegation. The exhibits submitted by PGE are true and correct copies of the information exchanged by the parties.³⁰ The fact that PGE has provided a copy of a communication from Complainant to PGE does not mean that PGE admits the accuracy or truth of any assertion or allegation made by the Complainant in any communications that are attached as Exhibits to this Answer (or that are attached to the First Amended Complaint); PGE therefore denies all assertions or allegations made by Complainant in any of the Exhibits attached to this Answer (or attached to the First Amended Complaint) unless PGE has expressly admitted such an assertion or allegation in this Answer.

Some of the numbered Paragraphs in the First Amended Complaint characterize the contents of state or federal statutes or regulations, or the contents of decisions made by the Commission, the Federal Energy Regulatory Commission (“FERC”), the state courts, or the federal courts. In answer to some of those numbered Paragraphs, PGE has indicated that the statutes, regulations, or decisions speak for themselves. In such instances, PGE denies all the allegations in the associated numbered Paragraph except to the extent PGE expressly admits an allegation.

³⁰ Some of the communications between the parties are email exchanges in which each subsequent email includes a copy of the parties’ prior emails (i.e., an “email stream”). If PGE were to include the entire email stream for each communication between the parties, it would significantly increase the size of the attached exhibits without providing any new information. In the interest of space, PGE has not included redundant copies of the entire email stream for each communication attached as an exhibit. Instead, PGE has provided enough of the email stream to indicate that the communication in question is part of an email stream and relied on the fact that PGE has provided the remainder of the email stream in prior exhibits to allow the reader to reconstruct the entire email stream.

In response to the numbered Paragraphs of the First Amended Complaint, PGE admits, denies, or otherwise responds as follows:

IDENTITY OF THE PARTIES

1. PGE admits the allegations in Paragraph 1.
2. PGE lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 2 and therefore denies them.

APPLICABLE STATUTES AND RULES

3. The allegations in Paragraph 3 constitute legal conclusions or legal argument to which no response is required.
4. The allegations in Paragraph 4 constitute legal conclusions or legal argument to which no response is required.

JURISDICTION

5. The allegations in Paragraph 5 constitute legal conclusions or legal arguments to which no response is required. The allegations in Paragraph 5 also characterize federal statutes and regulations and a decision of the United States Supreme Court, which speak for themselves.
6. The allegations in Paragraph 6 constitute legal conclusions or legal arguments to which no response is required. The allegations in Paragraph 6 also characterize a federal regulation, which speaks for itself.
7. The allegations in Paragraph 7 constitute legal conclusions or legal arguments to which no response is required. The allegations in Paragraph 7 also characterize Oregon statutes and regulations and a decision of the Oregon Supreme Court, which speak for themselves.
8. The allegations in Paragraph 8 constitute legal conclusions or legal argument to which no response is required.

FACTUAL BACKGROUND

9. PGE lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 9 and therefore denies them. PGE admits that Complainant has informed PGE that the Project will be a 2.25 MW nameplate solar qualifying facility located in Marion County, Oregon.

10. PGE admits that Complainant submitted an Interconnection Application to PGE on March 20, 2018. PGE denies the Interconnection Application was complete before PGE received the application fee on March 23, 2018. PGE denies any other allegations in Paragraph 10.

11. PGE admits the allegations in Paragraph 11.

12. PGE denies the allegations in Paragraph 12. PGE informed Complainant in writing on March 27, 2018, that Complainant's interconnection application appeared to be complete.

13. PGE admits the allegations in Paragraph 13.

14. PGE denies the allegations in Paragraph 14.

15. PGE admits the allegations in Paragraph 15.

16. PGE admits that on April 17, 2018, Complainant emailed the executed Feasibility Study Agreement to PGE. PGE lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 16 and therefore denies them.

17. The allegations in Paragraph 17 characterize the Feasibility Study Agreement executed by Complainant on April 17, 2018, and executed by PGE on April 26, 2018 (the "Feasibility Study Agreement"). A copy of the Feasibility Study Agreement is attached to this Answer as Exhibit A. The Feasibility Study Agreement speaks for itself.

18. The allegations in Paragraph 18 characterize the Feasibility Study Agreement, which is attached as Exhibit A and which speaks for itself.

19. PGE admits the allegations in Paragraph 19.

20. The allegations in Paragraph 20 characterize the Power Purchase Agreement, which was filed with the Commission. The Power Purchase Agreement speaks for itself.

21. PGE lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 21 and therefore denies them.

22. PGE admits the allegations in Paragraph 22.

23. PGE admits the allegations in Paragraph 23 but denies that any of the errors were material or that the errors remained uncorrected after they were identified.

24. PGE admits that it erred when it stated that a completed interconnection application was received April 23, 2018; the completed application was received March 23, 2018. PGE denies that this error harmed Complainant or benefited PGE in any way; the error has been corrected in the System Impact Study.

25. Paragraph 25 characterizes the content of the Feasibility Study that is attached to the First Amended Complaint as Attachment B. The Feasibility Study speaks for itself. PGE admits that it has assigned Complainant's interconnection request queue number SPQ0172. PGE admits that the Feasibility Study contains a typographical error and that the reference to Oregon Administrative Rule 860-082-0085(29) was intended as a reference to Oregon Administrative Rule 860-082-0015(29). PGE denies this error harmed Complainant or benefited PGE in any way; the error has been corrected in the System Impact Study.

26. Paragraph 26 characterizes the content of the Feasibility Study, which is attached to the First Amended Complaint as Attachment B and speaks for itself.

27. Paragraph 27 characterizes the content of the Feasibility Study, which is attached to the First Amended Complaint as Attachment B and speaks for itself.

28. Paragraph 28 characterizes the content of the Feasibility Study, which is attached to the First Amended Complaint as Attachment B and speaks for itself. PGE admits that the Feasibility Study contains an error and that the proposed and existing generation on the distribution line should have been reported as 15.47 MW. PGE denies that this error had any material impact on the conclusions of the Feasibility study; the error has been corrected in the System Impact Study.

29. Paragraph 29 characterizes the content of the Feasibility Study, which is attached to the First Complaint as Attachment B and speaks for itself. PGE admits that the Feasibility Study erroneously stated that the substation transformer was rated at 14 MW; the Feasibility Study should have stated that the substation transformer is rated at 25 MW. PGE denies that the error had any material impact on the conclusions of the study; PGE corrected this error in a Revised Facilities Study provided to Complainant on August 16, 2018.

30. Paragraph 30 characterizes the content of the Feasibility Study, which is attached to the First Revised Complaint as Attachment B and speaks for itself.

31. Paragraph 31 characterizes the content of the Feasibility Study, which is attached to the First Amended Complaint as Attachment B and speaks for itself.

32. Paragraph 32 characterizes the content of the Feasibility Study, which is attached to the First Amended Complaint as Attachment B and speaks for itself.

33. PGE denies the allegations in Paragraph 33. PGE has informed Complainant's representative Troy Snyder that "distribution modification" refers to the required service and metering package and the required line modifications, and has informed Mr. Snyder that

“protection requirements” refer to the required transfer trip scheme with fiber optic communications. In addition, this meaning is apparent from the context in which the terms are used in the Feasibility Study results. Finally, the meaning of these terms has been made express in the System Impact Study, which details which interconnection facilities or system upgrades are included in each cost area.

34. Paragraph 34 characterizes the content of the Feasibility Study, which is attached to the First Amended Complaint as Attachment B and speaks for itself.

35. The allegations in Paragraph 35 characterize an email sent by PGE to Complainant on July 10, 2018 (the “July 10 Email”) and the attached System Impact Study Agreement. A copy of the July 10 Email is attached to this answer as Exhibit B. The July 10 Email speaks for itself. A copy of the fully executed System Impact Study Agreement is attached to this Answer as Exhibit C.

36. The allegations in Paragraph 36 characterize the contents of a July 12, 2018 email from Complainant to PGE (the “July 12 Email”). A copy of the July 12 Email is attached to this Answer as Exhibit D. The July 12 Email speaks for itself.

37. PGE denies the allegations in Paragraph 37.

38. PGE denies the allegations in Paragraph 38 that it delayed in responding to questions from TLS Capital on other projects. PGE admits that it required approximately 57 days to process and respond to certain questions raised by TLS Capital regarding the Mt. Hope Solar project.

39. PGE admits the allegations in paragraph 39.

40. The allegations in Paragraph 40 characterize the contents of a July 27, 2018, 3:45PM email from Complainant to PGE (the “July 27 Complainant Email”). A copy of the

July 27 Complainant Email is attached to this Answer as Exhibit E. The July 27 Complainant Email speaks for itself.

41. The allegations in Paragraph 41 characterize the contents of the July 27 Complainant Email, which is attached as Exhibit E and speaks for itself.

42. PGE admits the allegations in Paragraph 42.

43. PGE admits the allegations in Paragraph 43.

44. The allegations in Paragraph 44 characterize the contents of a July 27, 2018 email from PGE to Complainant (the “July 27 PGE Email”). A copy of the July 27 PGE Email is attached to this Answer as Exhibit F. The July 27 PGE Email speaks for itself.

45. PGE admits the allegations in Paragraph 45 but denies that the error was material and PGE notes that the immaterial error was corrected in the Revised Feasibility Study.

46. PGE admits the allegations in Paragraph 46 but denies that the error was material and PGE notes that the immaterial error was corrected in the Revised Feasibility Study.

47. PGE denies the allegations in Paragraph 47.

48. The allegations in Paragraph 48 characterize the contents of a July 27, 2018, 9:43PM email from Complainant to PGE (the “July 27 9:43PM Email”). A copy of the July 27 9:43PM Email is attached to this Answer as Exhibit G. The July 27 9:43PM Email speaks for itself.

49. The allegations in Paragraph 49 characterize the contents of the July 27 9:43PM Email, which is attached as Exhibit G and speaks for itself.

50. The allegations in Paragraph 50 characterize the contents of the July 27 9:43PM Email, which is attached as Exhibit G and speaks for itself.

51. PGE admits the allegations in paragraph 51.

52. PGE admits the allegations in Paragraph 52.

53. PGE admits that the Revised Facility Study contained immaterial errors. PGE denies that the errors in the Revised Feasibility Study had any material impact on the results of the study; the errors were first identified in the original complaint filed September 28, 2018, and corrected in the System Impact Study issued October 25, 2018. PGE denies any other allegations in Paragraph 53.

54. PGE admits the allegations in Paragraph 54.

55. PGE admits the allegations in Paragraph 55.

56. PGE admits the allegations in Paragraph 56.

57. PGE admits the allegations in Paragraph 57. PGE denies that the inconsistent statement referred to in Paragraph 54 had any material impact on the results of the study; the inconsistency has been corrected in the System Impact Study.

58. The allegations in Paragraph 58 characterize the contents of the Revised Feasibility Study, which is attached to the First Amended Complaint as Attachment D and speaks for itself.

59. The allegations in Paragraph 59 characterize the contents of the Revised Feasibility Study, which is attached to the First Amended Complaint as Attachment D and speaks for itself.

60. The allegations in Paragraph 60 characterize the contents of the Revised Feasibility Study, which is attached to the First Amended Complaint as Attachment D and speaks for itself.

61. The allegations in Paragraph 61 characterize the contents of the Revised Feasibility Study, which is attached to the First Amended Complaint as Attachment D and speaks for itself.

62. PGE denies the allegations in Paragraph 62. PGE has informed Complainant's representative Troy Snyder that "distribution modification" refers to the required service and metering package and line modifications and has informed Mr. Snyder that "protection requirements" refers to the required transfer trip scheme with fiber optic communications. In addition, this meaning is apparent from the context in which the terms are used in the Revised Feasibility Study.

63. The allegations in Paragraph 63 characterize the contents of the Revised Feasibility Study, which is attached to the First Amended Complaint as Attachment D and speaks for itself. PGE denies that the Revised Feasibility Study does not provide any detail regarding estimated costs.

64. The allegations in Paragraph 64 characterize the contents of the Revised Feasibility Study, which is attached to the First Amended Complaint as Attachment D and speaks for itself.

65. The allegations in Paragraph 65 characterize the contents of an August 17, 2018 email from Complainant to PGE (the "August 17 Email"). A copy of the August 17 Email is attached to this Answer as Exhibit H. The August 17 Email speaks for itself.

66. PGE admits the allegation in Paragraph 66.

67. The allegations in Paragraph 67 are argumentative, conclusory, vague and imprecise and do not provide PGE with any specific facts or allegations to which PGE may respond; as a result, PGE denies the allegations in Paragraph 67.

68. The allegations in Paragraph 68 are vague, ambiguous and conclusory in that they allege unspecified errors and inconsistencies in an unspecified number of studies associated with an unspecified number of unidentified projects; because PGE cannot identify the alleged errors, inconsistencies, studies, or projects referred to by the allegations in Paragraph 68, PGE denies all of the allegations in Paragraph 68.

69. The allegations contained in Paragraph 69 are vague, ambiguous and conclusory and do not allege specific facts to which PGE can respond; PGE therefore denies the allegations in Paragraph 69.

70. PGE admits that the cost of a required system upgrade (transfer trip) was inadvertently omitted from the System Impact Study for the Eola Solar project and that this error was corrected in the Facilities Study; PGE admits that this was effectively a clerical error.

71. PGE denies that the allegations in Paragraph 71.

72. PGE admits that it initially required two sets of voltage regulators based on the results of its system impact model but that PGE agreed to reconsider that requirement based on questions raised by the interconnection customer and ultimately decided that one set of voltage regulators would be sufficient; PGE denies that it was in error to reach its initial conclusions and notes that decisions regarding the appropriate level of protection can be complex and require discussion and additional information to resolve.

73. PGE admits that the System Impact Study required replacement of a recloser and that this requirement was eliminated as part of the Facilities Study. PGE denies any other allegations in Paragraph 73.

74. PGE denies the allegations in Paragraph 74.

75. The allegations in Paragraph 75 are conclusory, vague and imprecise and do not provide PGE with any specific facts or allegations to which PGE may respond; as a result, PGE denies the allegations in Paragraph 75.

76. The allegations in Paragraph 76 are vague, ambiguous and conclusory and do not allege specific facts to which PGE can respond; PGE therefore denies the allegations in Paragraph 76.

77. The allegations in Paragraph 77 are vague, ambiguous and conclusory and do not allege specific facts to which PGE can respond; PGE therefore denies the allegations in Paragraph 77.

78. The allegations in Paragraph 78 are vague, ambiguous and conclusory and do not allege specific facts to which PGE can respond; PGE therefore denies the allegations in Paragraph 78.

79. The allegations in Paragraph 79 are vague, ambiguous and conclusory and do not allege specific facts to which PGE can respond; PGE therefore denies the allegations in Paragraph 79.

80. PGE denies the allegations in Paragraph 80.

81. PGE denies the allegations in Paragraph 81.

82. PGE lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 82 and therefore denies them.

83. PGE lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 83 and therefore denies them.

84. PGE lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 84 and therefore denies them.

85. PGE admits the allegations in Paragraph 85; PGE has hired third-party consultants to assist with interconnection studies and with the construction of system upgrades as allowed by the Commission's rules.

86. PGE admits that PGE has hired third-party consultants to assist with interconnection studies as allowed by the Commission's rules.

87. The allegation in Paragraph 87 that PGE's interconnection processing has slowed over time is vague, ambiguous and conclusory and does not allege specific facts to which PGE can respond; PGE therefore denies the allegation. The remaining allegations in Paragraph 87 characterize the contents of an August 24, 2018 letter from Complainant's counsel to PGE's counsel (the "August 24 Letter"). A copy of the August 24 Letter is attached to this Answer as Exhibit I. The August 24 Letter speaks for itself. PGE denies any other allegations in Paragraph 87.

88. The allegations in Paragraph 88 characterize the contents of the August 24 Letter, which is attached as Exhibit I and speaks for itself.

89. The allegations in Paragraph 89 characterize the contents of a September 7, 2018 letter from PGE's counsel to Complainant's counsel (the "September 7 Letter"). A copy of the September 7 Letter is attached to this Answer as Exhibit J. The September 7 Letter speaks for itself.

90. The allegations in Paragraph 90 characterize the contents of the September 7 Letter, which is attached as Exhibit J and speaks for itself.

91. The allegations in Paragraph 91 characterize the contents of the September 7 Letter, which is attached as Exhibit J and speaks for itself.

92. PGE admits that it has not agreed to allow Waconda Solar to hire a third-party consultant to complete the System Impact Study and Facilities Study.

93. PGE denies the allegations in Paragraph 93.

94. PGE denies the allegations in Paragraph 94.

95. PGE denies the allegations in Paragraph 95.

96. PGE denies the allegations in Paragraph 96. PGE admits that prior to this litigation the PGE's interconnection standards were not memorialized in a single document and therefore it had no "interconnection standards" document to provide upon request.

97. PGE admits that it has not agreed to allow Waconda Solar to hire a third-party consultant to complete the System Impact Study and Facilities Study.

98. PGE denies the allegations in Paragraph 98.

99. PGE denies the allegations in Paragraph 99.

100. PGE denies the allegations in Paragraph 100. PGE denies that physical access to its system is typically necessary to perform a System Impact Study or an independent System Impact Study.

101. PGE denies the allegations in Paragraph 101. PGE admits that since the commencement of this litigation, PGE has developed an interconnection standards document and that document is available to Waconda Solar.

102. PGE admits that some of the information necessary to perform an independent System Impact Study may not be publicly available.

103. PGE admits that some of the information necessary to perform an independent System Impact Study may need to be obtained from PGE.

104. PGE denies that physical access to its system is typically necessary to perform an independent System Impact Study.

105. PGE denies that physical access to its system is typically necessary to perform an independent System Impact Study

106. PGE admits the allegations in Paragraph 106 and notes that PGE's general interconnection standards are publicly available.

107. PGE admits the allegations in Paragraph 107.

108. PGE admits the allegations in Paragraph 108.

109. The allegations in Paragraph 109 are vague, ambiguous and conclusory and do not allege specific facts to which PGE can respond; PGE therefore denies the allegations in Paragraph 109.

LEGAL CLAIMS

COMPLAINANT'S FIRST CLAIM FOR RELIEF

WACONDA SOLAR IS ENTITLED TO RELIEF BECAUSE PGE FAILED TO PROVIDE COMPLETE AND ACCURATE INFORMATION IN BOTH ITS FEASIBILITY STUDY AND REVISED FEASIBILITY STUDY.

110. In answer to the allegations in Paragraph 110, PGE repeats and realleges the responses made to Paragraphs 1 through 109.

111. The allegations in Paragraph 111 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 111 also characterize federal regulations and Oregon statutes and regulations, which speak for themselves.

112. The allegations in Paragraph 112 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 112 also characterize federal regulations and Oregon regulations, which speak for themselves.

113. The allegations in Paragraph 113 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 113 also characterize Oregon regulations, which speak for themselves.

114. The allegations in Paragraph 114 constitute legal conclusions or legal argument to which no response is required.

115. The allegations in Paragraph 115 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 115 also characterize Oregon regulations, which speak for themselves.

116. The allegations in Paragraph 116 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 116 also characterize Oregon regulations, which speak for themselves.

117. The allegations in Paragraph 117 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 117 also characterize Oregon regulations, which speak for themselves.

118. The allegations in Paragraph 118 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 118 also characterize Oregon regulations, which speak for themselves.

119. The allegations in Paragraph 119 constitute legal conclusions or legal argument to which no response is required.

120. The allegations in Paragraph 120 constitute legal conclusions or legal argument to which no response is required.

121. The allegations in Paragraph 121 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 121 also characterize an Oregon statute, which speaks for itself.

122. The allegations in Paragraph 122 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 122 also characterize an Oregon statute, which speaks for itself.

123. The allegations in Paragraph 123 constitute legal conclusions or legal argument to which no response is required. PGE denies that it violated the Commission's rules.

124. The allegations in Paragraph 124 constitute legal conclusions or legal argument to which no response is required. PGE denies that it violated the Commission's rules.

125. The allegations in Paragraph 125 constitute legal conclusions or legal argument to which no response is required. PGE denies that it violated any duties.

126. The allegations in Paragraph 126 constitute legal conclusions or legal argument to which no response is required. PGE denies that it violated the Commission's rules.

127. The allegations in Paragraph 127 constitute legal conclusions or legal argument to which no response is required. PGE denies that it violated the Commission's rules.

128. The allegations in Paragraph 128 constitute legal conclusions or legal argument to which no response is required. PGE denies that it violated any duties.

129. The allegations in Paragraph 129 constitute legal conclusions or legal argument to which no response is required. PGE denies that it violated the Commission's rules.

130. The allegations in Paragraph 130 constitute legal conclusions or legal argument to which no response is required. PGE denies that it violated the Commission's rules.

131. The allegations in Paragraph 131 constitute legal conclusions or legal argument to which no response is required. PGE denies that it violated the Commission's rules. PGE denies that Waconda Solar is entitled to relief.

COMPLAINANT'S SECOND CLAIM FOR RELIEF

WACONDA SOLAR IS ENTITLED TO RELIEF BECAUSE PGE UNREASONABLY WITHHELD ITS CONSENT TO ALLOW WACONDA SOLAR TO HIRE A THIRD-PARTY CONSULTANT TO COMPLETE THE REMAINDER OF ITS INTERCONNECTION STUDIES OR TO COMPLETE AN INDEPENDENT SYSTEM IMPACT STUDY.

132. In answer to the allegations in Paragraph 132, PGE repeats and realleges the responses made to Paragraphs 1 through 131.

133. The allegations in Paragraph 133 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 133 also characterize Oregon regulations, which speak for themselves.

134. The allegations in Paragraph 134 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 134 also characterize Oregon regulations, which speak for themselves.

135. The allegations in Paragraph 135 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 135 also characterize Oregon regulations, which speak for themselves.

136. The allegations in Paragraph 136 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 136 also characterize an Oregon statute, which speaks for itself.

137. The allegations in Paragraph 137 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 137 also characterize an Oregon statute, which speaks for itself.

138. The allegations in Paragraph 138 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 138 also characterize an Oregon statute, which speaks for itself.

139. The allegations in Paragraph 139 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 139 also characterize Oregon case law which speaks for itself.

140. The allegations in Paragraph 140 constitute legal conclusions or legal argument to which no response is required. PGE denies that it has an obligation to agree to allow an interconnection applicant to hire a third-party consultant to conduct interconnection studies.

141. The allegations in Paragraph 141 constitute legal conclusions or legal argument to which no response is required. PGE denies that it has an obligation to agree to allow an interconnection applicant to hire a third-party consultant to conduct interconnection studies.

142. The allegations in Paragraph 142 constitute legal conclusions or legal argument to which no response is required. PGE denies that it has an obligation to provide a list of approved third-party consultants.

143. The allegations in Paragraph 143 constitute legal conclusions or legal argument to which no response is required. PGE denies it has an obligation to inform Complainant of a process by which Complainant can propose and PGE will review third-party consultants selected by Complainant for the purpose of conducting interconnection studies; PGE denies it has an obligation to agree to allow an interconnection applicant to hire a third-party consultant to conduct the required interconnection studies.

144. The allegations in Paragraph 144 constitute legal conclusions or legal argument to which no response is required. PGE denies that there is a requirement under the applicable rules for a utility to provide information and access to facilitate an independent system impact study.

145. PGE admits that some of the information necessary to perform an independent System Impact Study may need to be obtained from PGE.

146. PGE denies that it has an obligation to provide Complainant with an explanation regarding why PGE has refused to consent to Complainant hiring a third-party consultant to complete the interconnection studies.

147. PGE denies the allegations in Paragraph 147.

148. PGE denies the allegations in Paragraph 148.

149. PGE denies the allegations in Paragraph 149.

150. PGE denies the allegations in Paragraph 150.

151. PGE denies the allegations in Paragraph 151.

152. PGE denies the allegations in Paragraph 152.

153. PGE denies the allegations in Paragraph 153.

154. PGE denies the allegations in Paragraph 154.

155. PGE denies the allegations in Paragraph 155.

156. PGE denies the allegations in Paragraph 156.

157. PGE denies the allegations in Paragraph 157.

158. PGE denies the allegations in Paragraph 158.

159. PGE denies the allegations in Paragraph 159.

160. PGE denies the allegations in Paragraph 160.

161. PGE denies the allegations in Paragraph 161.

162. PGE denies the allegations in Paragraph 162.

163. PGE denies the allegations in Paragraph 163.

164. PGE denies the allegations in Paragraph 164.

165. PGE denies the allegations in Paragraph 165.

COMPLAINANT'S THIRD CLAIM FOR RELIEF

WACONDA SOLAR IS ENTITLED TO RELIEF BECAUSE PGE FAILED TO MEET INTERCONNECTION APPLICATION DEADLINES REQUIRED UNDER THE COMMISSION'S RULES.

166. In answer to the allegations in Paragraph 166, PGE repeats and realleges the responses made to Paragraphs 1 through 165.

167. The allegations in Paragraph 167 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 167 also characterize federal and Oregon regulations, which speak for themselves.

168. The allegations in Paragraph 168 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 168 also characterize Oregon regulations, which speak for themselves.

169. The allegations in Paragraph 169 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 169 also characterize Oregon regulations, which speak for themselves.

170. The allegations in Paragraph 170 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 170 also characterize Oregon regulations, which speak for themselves.

171. PGE denies the allegations in Paragraph 171.

172. The allegations in Paragraph 172 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 172 also characterize Oregon regulations, which speak for themselves.

173. The allegations in Paragraph 173 constitute legal conclusions or legal argument to which no response is required.

174. The allegations in Paragraph 174 constitute legal conclusions or legal argument to which no response is required.

175. The allegations in Paragraph 175 constitute legal conclusions or legal argument to which no response is required.

176. The allegations in Paragraph 176 constitute legal conclusions or legal argument to which no response is required.

177. The allegations in Paragraph 177 constitute legal conclusions or legal argument to which no response is required. PGE denies it violated the Commission's rules. PGE denies that it did not make reasonable, good-faith efforts to follow the scheduled set forth in the study agreement.

178. The allegations in Paragraph 178 constitute legal conclusions or legal argument to which no response is required. PGE denies that it violated the Commission's rules. PGE denies it failed to respond within a reasonable amount of time to Complainant's questions.

179. PGE denies the allegations in Paragraph 179.

180. PGE denies the allegations in Paragraph 180.

181. The allegations in Paragraph 181 constitute legal conclusions or legal argument to which no response is required. PGE denies that Complainant is entitled to relief. PGE denies that it violated the Commission's rules. PGE denies that it failed to make reasonable, good-faith

efforts to meet the Commission's deadlines, to reasonably follow the study timelines, or to respond to Complainant's questions in a reasonable amount of time. PGE denies any other allegations in Paragraph 181.

COMPLAINANT'S FOURTH CLAIM FOR RELIEF

WACONDA SOLAR IS ENTITLED TO RELIEF BECAUSE PGE SUBJECTED WACONDA SOLAR TO UNDUE OR UNREASONABLE PREJUDICE OR DISADVANTAGE AND TREATED OTHER PEOPLE AND PGE'S OWN PROJECTS WITH UNDUE OR UNREASONABLE PREFERENCE OR ADVANTAGE.

182. In answer to the allegations in Paragraph 182, PGE repeats and realleges the responses made to Paragraphs 1 through 181.

183. The allegations in Paragraph 183 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 183 also characterize Oregon statutes, which speak for themselves.

184. The allegations in Paragraph 184 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 184 also characterize Oregon statutes, which speak for themselves.

185. The allegations in Paragraph 185 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 185 also characterize Oregon statutes, which speak for themselves.

186. The allegations in Paragraph 186 constitute legal conclusions or legal argument to which no response is required. The allegations in Paragraph 186 also characterize Oregon statutes, which speak for themselves.

187. The allegations in Paragraph 187 constitute legal conclusions or legal argument to which no response is required. PGE denies that it subjected Complainant to undue and/or

unreasonable prejudice or disadvantage by not processing Complainant's interconnection application in a timely manner.

188. The allegations in Paragraph 188 constitute legal conclusions or legal argument to which no response is required. PGE denies it gave undue and/or unreasonable preference to itself and other interconnection applicants by hiring third-party consultants to complete its own interconnection studies or for other interconnection applicants. PGE has not refused to hire a third-party consultant to complete interconnection studies for Complainant's interconnection request; in fact, PGE hired a third-party consultant to conduct a portion of the analysis underlying the System Impact Study for the Complainant's Project.

189. The allegations in Paragraph 189 constitute legal conclusions or legal argument to which no response is required. PGE denies it subjected Complainant to undue and/or unreasonable prejudice or disadvantage by refusing to give its consent to allow Complainant to hire third-party consultants to complete the interconnection studies.

190. The allegations in Paragraph 190 constitute legal conclusions or legal argument to which no response is required. PGE denies it engaged in undue and unreasonable prejudice against Complainant or that PGE engaged in undue and unreasonable preference for PGE's interconnections or other interconnection applications. PGE denies that Complainant is entitled to relief.

PRAYER FOR RELIEF

191. PGE denies any allegations contained in Paragraph 1 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 1 of Complainant's Prayer for Relief.

192. PGE denies any allegations contained in Paragraph 2 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 2 of Complainant's Prayer for Relief.

193. PGE denies any allegations contained in Paragraph 3 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 3 of Complainant's Prayer for Relief.

194. PGE denies any allegations contained in Paragraph 4 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 4 of Complainant's Prayer for Relief.

195. PGE denies any allegations contained in Paragraph 5 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 5 of Complainant's Prayer for Relief.

196. PGE denies any allegations contained in Paragraph 6 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 6 of Complainant's Prayer for Relief.

197. PGE denies any allegations contained in Paragraph 7 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 7 of Complainant's Prayer for Relief.

198. PGE denies any allegations contained in Paragraph 8 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 8 of Complainant's Prayer for Relief.

199. PGE denies any allegations contained in Paragraph 9 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 9 of Complainant's Prayer for Relief.

200. PGE denies any allegations contained in Paragraph 10 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 10 of Complainant's Prayer for Relief.

201. PGE denies any allegations contained in Paragraph 11 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 11 of Complainant's Prayer for Relief.

202. PGE denies any allegations contained in Paragraph 12 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 12 of Complainant's Prayer for Relief.

203. PGE denies any allegations contained in Paragraph 13 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 13 of Complainant's Prayer for Relief.

204. PGE denies any allegations contained in Paragraph 14 of Complainant's Prayer for Relief and requests that the Commission deny the relief requested in Paragraph 14 of Complainant's Prayer for Relief.

205. PGE denies that it violated any of the statutes or regulations cited in Paragraph 15 of the Complainant's Prayer for Relief, PGE denies any allegations in Paragraph 15 of Complainant's Prayer for Relief, and PGE requests that the Commission deny the relief requested in Paragraph 15 of Complainant's Prayer for Relief.

206. PGE requests that the Commission deny the relief requested in Paragraph 16 of Complainant's Prayer for Relief.

IV. AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

207. The First Amended Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

208. PGE has not missed any of the deadlines established by the Commission's small generator interconnection rules or by the facilities study agreement or system impact study agreement.

THIRD AFFIRMATIVE DEFENSE

209. PGE has processed Complainant's interconnection request in good faith and with reasonable diligence.

210. If the Commission determines that PGE has missed any applicable deadlines under its rules or the study agreements, then to the extent PGE has missed any of the deadlines established by the Commission's interconnection rules or the study agreements, such delay was not caused by an attempt to frustrate, prejudice or prevent Complainant's interconnection request.

211. Any failure to meet deadlines under the Commission's rules or the study agreements was harmless error, has not prejudiced Complainant, has not prevented Complainant from proceeding with its proposed interconnection, and has not prevented Complainant from achieving interconnection and commercial operation by the February 1, 2020 commercial operation date selected by Complainant in its PPA.

FOURTH AFFIRMATIVE DEFENSE

212. PGE complied with the Commission's small generator interconnection rules and with the Commission's orders.

213. The Feasibility Study satisfies the requirements of the Commission's rules and orders.

214. The Revised Feasibility Study satisfies the requirements of the Commission's rules and orders.

215. The System Impact Study satisfies the requirements of the Commission's rules and orders.

216. The results of the October 25, 2018 System Impact Study are now moot because a higher-queued interconnection request has been withdrawn and the System Impact Study must be re-studied.

217. There is no basis upon which to conclude that PGE has substantively or intentionally violated the Commission's rules or orders with regard to Complainant's interconnection application.

FIFTH AFFIRMATIVE DEFENSE

218. Complainant has failed to state a claim that PGE subjected Complainant to undue or unreasonable prejudice or disadvantage or treated other QFs and PGE's own projects with undue or unreasonable preference or advantage.

219. Complainant has made no specific factual allegations to support its claim of undue prejudice against Complainant and undue preference for other projects or for PGE's projects. Complainant's allegations of undue prejudice or undue preference are so vague and ambiguous that they do not state a claim and do not allow PGE to prepare a meaningful defense.

SIXTH AFFIRMATIVE DEFENSE

220. PGE has not subjected Complainant to undue and/or unreasonable prejudice or disadvantage.

221. PGE has not given undue and/or unreasonable preference to itself or to other interconnection applicants.

222. PGE has hired third-party consultants to conduct aspects of interconnection studies for interconnection requests other than Complainant's interconnection request.

223. PGE has hired a third-party consultant to assist with aspects of the interconnection study process for Complainant's interconnection request

224. PGE is willing to hire third-party consultants as necessary to conduct engineering and construction of interconnection facilities and system upgrades on Complainant's interconnection project.

225. PGE is not obligated to agree to allow Complainant or any other interconnection applicant to hire their own third-party consultants to conduct interconnection studies or to conduct engineering and construction of required interconnection facilities and system upgrades.

226. PGE is generally unwilling to agree to allow Complainant or other interconnection applicants to hire their own third-party consultants to conduct the interconnection studies or to conduct the engineering and construction of required interconnection facilities and system upgrades because it reduces PGE's legitimate control over changes to its system, increases the cost and complexity associated with coordinating the engineering and construction of interconnection facilities and system upgrades, and creates the possibility of a conflict of interest by the third-party contractor who is working for the

interconnection applicant but must insure that all adverse system impacts are identified and all improvements meet PGE's needs and standards.

227. Given that reliability of PGE's system and human safety is at stake, PGE generally prefers to conduct interconnection study work and interconnection construction work itself or to hire its own third-party consultants to conduct studies or to engineer and construct necessary interconnection facilities or system upgrades.

228. PGE's unwillingness to agree to Complainant hiring a third-party to conduct the remaining interconnection study is not discriminatory and is within PGE's discretion and the Commission should dismiss Complainant's claims of undue prejudice and preference.

SEVENTH AFFIRMATIVE DEFENSE

229. Waconda Solar lacks standing to assert wrongdoing in PGE's conduct of the interconnection process for other QFs.

EIGHTH AFFIRMATIVE DEFENSE

230. Waconda Solar's claims seeking modification of the parties' obligations under the power purchase agreement and related interconnection study agreements are preempted by the Public Utility Regulatory Policies Act and its implementing regulations.

V. CONCLUSION

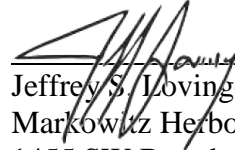
231. PGE respectfully requests that the Commission deny Complainant's requested relief and dismiss the First Amended Complaint with prejudice.

Dated this 20th day of August 2019.

Respectfully submitted,

/s/ Donald Light

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EXHIBIT A

FEASIBILITY STUDY AGREEMENT

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint

Waconda Solar
SPQ0172

Form 3
8-21-09 rev.



**Small Generator Facility
Feasibility Study Agreement**

This Agreement is made and entered into this 17th day of April (*month and year*) by and between Waconda Solar, LLC, ☐ an individual ☒ a company, ("Applicant") and Portland General Electric Company, a corporation existing under the laws of the State of Oregon, ("PGE"). Applicant and PGE each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, Applicant is proposing to develop a Small Generator Facility or adding generating capacity to an existing Small Generator Facility consistent with the Application completed on March 23, 2018; and

Whereas, Applicant desires to interconnect the Small Generator Facility with PGE's Transmission & Distribution (T&D) System; and

Whereas, Applicant has requested for PGE to perform a Feasibility Study to assess the feasibility of interconnecting the proposed Small Generator Facility to PGE's T&D System.

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings set forth in this Agreement or as given in OAR 860-082-0005 through 860-082-0085 and to the extent that this Agreement conflicts with the Rules, the Rules shall take precedence.
2. Applicant elects and PGE shall cause to be performed a Feasibility Study consistent with OAR 860-082-0060(6).
3. The scope of the Feasibility Study shall be subject to the assumptions set forth in the Rule and detailed in Attachment A to this Agreement.
4. The Feasibility Study shall be based on the technical information provided by Applicant in its Application, as may be modified as the result of the Scoping Meeting. PGE reserves the right to request additional technical information from Applicant as may reasonably become necessary consistent with Good Utility Practice during the course of the Feasibility Study. If, in the course of the Study, Applicant finds it necessary to modify the Application, the time to complete the Feasibility Study may be extended.

Waconda Solar
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5. In performing the study, PGE will rely, to the extent reasonably practicable, on existing studies of recent vintage. Applicant will not be charged for such existing studies. OAR 860-082-0035 details cost responsibility associated with any new study or modifications to existing studies that are reasonably necessary to perform the Feasibility Study.
6. The Feasibility Study report shall provide the following information:
 - 6.1 An identification of the potential Adverse System Impacts on PGE's transmission and/or distribution system or any Affected System.
 - 6.2 Preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,
 - 6.3 Preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection, and
 - 6.4 Preliminary description and non-bonding estimated cost of facilities required to interconnect the Small Generator Facility to PGE's T&D System and to address the identified short circuit and power flow issues.
7. As required by OAR 860-082-0060(8)(a), the public utility will provide scope for the Facilities Study, a reasonable schedule for completion of the study, and a good-faith, non-binding cost estimate to perform the study (Attachment B). The Feasibility Study shall be completed and the results shall be transmitted to Applicant within sixty (60) calendar days after this Agreement is signed by the Parties unless an alternate schedule has been agreed to by parties. Attachment B shall be incorporated as part of this Agreement.
8. Study fees will be based on actual costs in accordance with the provisions of the Rule as detailed in 860-082-0035 and as follows:
 - 8.1 The non-binding good faith estimate of the cost to complete the Feasibility Study is \$4,000. Applicant is required to pay a deposit of fifty (50) percent this estimate or \$1,000, whichever is less, prior to start date of study.
 - 8.2 Any study fees shall be based on PGE's actual costs and will be invoiced to Applicant after the study is completed and delivered and will include a summary of professional time.
 - 8.3 Applicant must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, PGE shall refund such excess within thirty (30) calendar days of the invoice without interest.

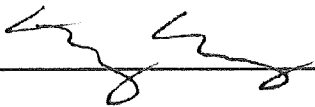
Waconda Solar
SPQ0172

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Signatures:

In witness whereof, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For APPLICANT:

Signature: _____

Printed Name: Troy Snyder

Title (if any): Manager

Date: April 17, 2018

For PORTLAND GENERAL ELECTRIC COMPANY:

Signature: _____

Printed Name: BRUCE BARNEY

Title: SPECIALIZED PROGRAMS
MANAGER

Date: APR 26 2018

Waconda Solar
SPQ0172

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Attachment A
Feasibility Study Agreement
Assumptions Used in Conducting the Feasibility Study

The Feasibility Study will be based upon the information set forth in the Application and agreed upon in the Scoping Meeting held on April 11, 2018 (*write "N/A" if Scoping Meeting was waived by both Parties*).

Below to be completed by PGE in consultation with Applicant.

1. Designation of Point of Interconnection and configuration to be studied.

As detailed in Site Plan submitted with Interconnection Application.

2. Designation of alternative Point(s) of Interconnection and configuration.

3. Other Assumptions.

Waconda Solar
SPQ0172

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8-21-09 rev.

Attachment B
Feasibility Study Agreement
PGE Provided Scope, Schedule and Budget for Feasibility Study

PGE will study the existing distribution (up to and including PGE's sub-transmission system) system to identify if the proposed generation system can interconnect safely and reliably with the existing facilities. If it is determined that a safe and reliable interconnection cannot occur an initial scope of work to PGE's system will be identified. The scope of work will detail the necessary interconnection requirements.

PGE estimates the study will cost \$4,000.00. PGE will need at least 60 business days to complete the study from the time we receive both the signed study agreement and the initial study deposit of \$1000.00.

EXHIBIT B

JULY 10, 2018 EMAIL

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint

Subject: Waconda Solar - Feasibility Study Report

Date: Tuesday, July 10, 2018 at 4:25:15 PM Pacific Daylight Time

From: Small Power Production

To: Troy Snyder

CC: Nikee Weber

Troy,

PGE has completed the Feasibility Study for Waconda Solar. Attached is the report.

I have also included the System Impact Study Agreement. If you elect to proceed please provide a copy of the signed System Impact Study Agreement along with the \$1,000 deposit within 15 business days. The due date for both is July 31, 2018.

Please let me know if you have any questions.

Thank you,



Jason Zappe

Customer Generation Specialist • 503-464-7264

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EXHIBIT C

SYSTEM IMPACT STUDY AGREEMENT

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint

Waconda Solar
SPQ0172

Form 4
8-21-09 rev.



**Small Generator Facility
System Impact Study Agreement**

This Agreement is made and entered into this 27th day of July 2018 (month and year) by and between Waconda Solar, LLC, ☐ an individual ☒ a company, ("Applicant") and Portland General Electric Company, a corporation existing under the laws of the State of Oregon, ("PGE"). Applicant and PGE each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, Applicant is proposing to develop a Small Generator Facility or adding generating capacity to an existing Small Generator Facility consistent with the Application completed on March 23, 2018; and

Whereas, Applicant desires to interconnect the Small Generator Facility with PGE's Transmission & Distribution (T&D) System; and

Whereas, PGE has completed a Feasibility Study and provided the results of said study to Applicant (This recital to be omitted if the Parties have agreed to forego the Feasibility Study.); and

Whereas, Applicant has requested PGE perform a System Impact Study to assess the impact of interconnecting the Small Generator Facility to PGE's T&D System.

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings set forth in this Agreement or as given in OAR 860-082-0005 through 860-082-0085 and to the extent that this Agreement conflicts with the Rules, the Rules shall take precedence.
2. Applicant elects and PGE shall cause to be performed a System Impact Study consistent with OAR 860-082-0060(7).
3. The Parties shall set out the assumptions to be used in conducting the System Impact Study in Attachment A which is incorporated as part of this Agreement.
4. The System Impact Study will be based upon the results of the Feasibility Study, if applicable, technical information provided in the Application, and by Attachment A to this Agreement. PGE reserves the right to request additional technical information from Applicant as may reasonably become necessary consistent with Good Utility Practice during the course of the System Impact Study. If Applicant modifies its

SYSTEM IMPACT STUDY AGREEMENT FOR SMALL GENERATOR FACILITY, PAGE 1 OF 4

Waconda Solar
SPQ0172

Form 4
8-21-09 rev.

designated Point of Interconnection, Application, or the technical information provided therein is modified, the time to complete the System Impact Study may be extended.

5. The System Impact Study report shall provide the following information:

5.1 Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,

5.2 Identification of any thermal overload or voltage limit violations resulting from the interconnection,

5.3 Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection, and

5.4 Description and good faith non-binding cost estimate of facilities required to interconnect the Small Generator Facility to PGE's T&D System and to address the identified short circuit, instability, and power flow issues.

6. As required by OAR 860-082-0060(7)(a), Attachment A to this Agreement provides a detail of the scope for the System Impact Study, a reasonable schedule for completion of the study, and a good-faith, non-binding estimate of the cost to perform the System Impact Study. The System Impact Study shall be completed and the results transmitted to the Applicant within sixty (60) business days after this Agreement is signed by the Parties unless otherwise agreed to as part of this Agreement. Attachment A shall be incorporated as part of this Agreement.

7. PGE may require a study deposit as described OAR 860-082-0035 of the Rule.

8. Study fees and cost responsibility are described in OAR 860-082-0035 of the Rule and will be based on actual costs and as follows:

8.1 The non-binding good faith estimate of the cost to complete the System Impact Study is \$5,000. Applicant is required to pay a deposit of fifty (50) percent of estimate or \$1,000, whichever is less, prior to start date of study.

8.2 Any study fees shall be based on PGE's actual costs and will be invoiced to Applicant after the study is completed and delivered and will include a summary of professional time.

8.3 Applicant must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, PGE shall refund such excess within thirty (30) calendar days of the invoice without interest.

Waconda Solar
SPQ0172

Form 4
8-21-09 rev.

9. Cost responsibility is detailed in OAR 860-082-0035 of the Rule.

Signatures:

In witness whereof, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For APPLICANT:

Signature: 

Printed Name: Troy Snyder

Title (if any): Manager

Date: 7/27/2018

For PORTLAND GENERAL ELECTRIC COMPANY:

Signature: 

Printed Name: BRUCE BARNEY
SPECIALIZED PROGRAMS
Title: MANAGER

Date: AUG 10 2018

Waconda Solar
SPQ0172

Form 4
8-21-09 rev.

Attachment A

**System Impact Study Agreement
PGE Provided Scope, Schedule, and Budget for System Impact Study**

Pursuant to 860-082-0060(7)(g) the System Impact Study will consist of a short circuit analysis, stability analysis, power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews as necessary.

The System Impact Study shall be completed and the results transmitted to the Applicant within sixty (60) business days.

The non-binding good faith estimate of the cost to complete the System Impact Study is \$5,000. Applicant is required to pay a deposit of fifty (50) percent of estimate or \$1,000, whichever is less, prior to start date of study.

EXHIBIT D

JULY 12, 2018 EMAIL

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint

Subject: Re: Waconda Solar - Feasibility Study Report

Date: Thursday, July 12, 2018 at 9:54:27 AM Pacific Daylight Time

From: Troy Snyder

To: Small Power Production

CC: Nikee Weber

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

Jason,

Thank you for sending the Feasibility Study for Waconda Solar. I have reviewed it and have a handful of questions.

1. What is the rating of the existing capacitor bank and recloser? And, where is it located?
2. What kind of recloser currently exists and what pole is it on?
3. If the generation on the transformer is 12.45 MW, how can the generation on the feeder be 15.47 MW?
4. If the line is currently rated to 10 MW, and Waconda puts the total generation on the line to 15.47 MW, wouldn't a project ahead of Waconda in the queue be subject to reconductoring? If so, what size conductor are they upgrading to?
5. If the transformer is rated at 14 MW and there is 15.47 MW of generation on the feeder, wouldn't this cause problems?
6. If the daytime minimum load is only 1.79 MW, why did the Kale Patch project not require transfer trip?
7. Please provide me with a copy of any actual studies and analysis that were conducted as part of this Feasibility Study.
8. Please provide a list of the higher queued projects that were taken into account as part of this study.

Thank you.

Troy

On Tue, Jul 10, 2018 at 4:25 PM, Small Power Production <Small.PowerProduction@pgn.com> wrote:

Troy,

PGE has completed the Feasibility Study for Waconda Solar. Attached is the report.

I have also included the System Impact Study Agreement. If you elect to proceed please provide a copy of the signed System Impact Study Agreement along with the \$1,000 deposit within 15 business days. The due date for both is July 31, 2018.

Please let me know if you have any questions.

Thank you,



Jason Zappe

Customer Generation Specialist • 503-464-7264

PortlandGeneral.com • Follow us on social @PortlandGeneral

--

Troy Snyder

TLS Capital, Inc.

Phone: 503-816-6608

EXHIBIT E

JULY 27, 2018 COMPLAINANT EMAIL

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint

From: [Troy Snyder](#)
To: [Small Power Production](#)
Cc: [Nikee Weber](#); [Irion Sanger](#)
Subject: Re: Waconda Solar - Feasibility Study Report
Date: Friday, July 27, 2018 3:45:25 PM
Attachments: [image001.png](#)
[Waconda Solar SPO0172 - System Impact Study Agreement - Signed.pdf](#)

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

Jason,

Attached is the executed System Impact Study Agreement for Waconda Solar. A hard copy, along with the required deposit has been placed in the mail.

While my questions from the Feasibility Study have not been answered and I am unable to make business decisions based on the inconsistencies within that study, I am returning the System Impact Study Agreement solely to preserve Waconda Solar's position in the interconnection queue. Also, I once again ask that you respond to and answer the questions from my previous email.

Further, because of the inconsistencies within the Feasibility Study and that fact that portions of it are simply not correct, I am asking that Waconda Solar have a third party engineer complete the remaining studies as allowed in OAR 860-082-0060.

Please respond to both this email and my previous emails without delay.

Troy

On Wed, Jul 25, 2018 at 12:50 PM, Troy Snyder <troy@tlscapital.com> wrote:

Jason,

Can you please respond and answer the questions from my previous email?

Troy

On Tue, Jul 17, 2018 at 10:06 AM, Troy Snyder <troy@tlscapital.com> wrote:

Jason,

Can you please respond and answer the questions from my previous email?

Troy

On Thu, Jul 12, 2018 at 9:54 AM, Troy Snyder <troy@tlscapital.com> wrote:

Jason,

Thank you for sending the Feasibility Study for Waconda Solar. I have reviewed it and have a handful of questions.

EXHIBIT F

JULY 27, 2018 PGE EMAIL

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint

From: [Small Power Production](#)
To: [Troy Snyder](#)
Cc: [Nikee Weber](#)
Subject: RE: Waconda Solar - Feasibility Study Report
Date: Friday, July 27, 2018 5:54:00 PM
Attachments: [image004.png](#)

Troy,

I appreciate your feedback on the Waconda Solar Feasibility Study Report. There are some errors that I can clear up.

The approximate 2.5 miles of reconductor needed is from the intersection of 50th Ave and Waconda Rd along Waconda Rd to Portland Hwy 99E. It is currently rated at 336 AAC which has a summer load carrying capacity of 10 MW. The amount of existing and proposed generation when you include Waconda Solar is 11.65 MW. I know the 11.65 MW of generation is different from our report. The report indicated there was 15.47 MW of generation on the feeder. This was incorrect. Below is a list of existing and queue generation on the Waconda-13 feeder which demonstrates the total to be 11.65 MW. This particular section of the feeder is on the path leading back to the Waconda Substation. It will need to be reconducted due to the amount of generation which will be feeding into the Waconda Substation.

Queue Position Number	County	Tier	Status	MW AC	Type	Feeder	Substation
SPQ0003	Marion	4	Completed	2.200	Solar	Waconda 13	Waconda
SPQ0028	Marion	4	Interconnection Agreement	2.200	Solar	Waconda 13	Waconda
SPQ0048	Marion	4	Facility Study	2.500	Solar	Waconda 13	Waconda
SPQ0158	Marion	4	System Impact Study	2.500	Solar	Waconda 13	Waconda
SPQ0172	Marion	4	System Impact Study	2.250	Solar	Waconda 13	Waconda

The capacitor bank is located between Duck Inn Rd and 86th Ave. The capacitor bank is rated for 300 kVar and I can obtain more details from our distribution engineer if needed. The recloser is located near the corner of Wapato St and 71st Avenue. It is currently a hydraulic recloser which is not capable of reverse power. The recloser has a maximum continuous current rating of 140 amps. The recloser is on pole number C6203A-7.

The rating of the Waconda BR1 substation transformer is 25 MW. The BR1 transformer serves both the Waconda-13 feeder and the Waconda-River feeder. There is a second substation transformer at Waconda which is known as BR2 and it is rated at 15 MW. The BR2 substation transformer was included in the study report in error.

At the time of the review for Kale Patch Solar the daytime minimum load was much higher. With the installation of SPQ0003 and the recent mild spring (reduced load) has caused the daytime minimum load to drop considerably.

Please let me know what other questions you may have.

Jason Zappe • Customer Generation Specialist • 503-464-7264

From: Troy Snyder <troy@tlscapital.com>
Sent: Friday, July 27, 2018 4:15 PM
To: Small Power Production <Small.PowerProduction@pgn.com>
Subject: Re: Waconda Solar - Feasibility Study Report

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

Jason,

I appreciate you getting back to me, but I don't understand why it takes weeks or even months for you to answer questions that should have been addressed within the studies. With Mt Hope for example, I sent my questions on 5/31, with numerous follow up emails, but have yet to even get a response. It is now 57 days later. And, with Waconda, there are significant errors and inconsistencies within the Feasibility Study. When I ask about them, I am ignored. I am generally pretty patient, but as you can imagine, I am starting to get fairly frustrated.

Once again, I am asking that I have a third party engineer complete the remaining studies as allowed in OAR 860-082-0060. If you and/or PGE do not even have the bandwidth to respond to questions in a reasonable time frame, this request should come as a relief.

Troy

On Fri, Jul 27, 2018 at 3:47 PM, Small Power Production <Small.PowerProduction@pgn.com> wrote:

Troy,

Thank you for sending this over. I'm in the process of addressing your questions for Waconda as well as Mt. Hope and Sandy River Solar. After you have received those please let me know if you have any additional questions.

Thanks,

Jason Zappe • Customer Generation Specialist • 503-464-7264

From: Troy Snyder <troy@tlscapital.com>

Sent: Friday, July 27, 2018 3:45 PM

To: Small Power Production <Small.PowerProduction@pgn.com>

Cc: Nikee Weber <Nikee.Weber@pgn.com>; Irion Sanger <irion@sanger-law.com>

Subject: Re: Waconda Solar - Feasibility Study Report

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Jason,

Attached is the executed System Impact Study Agreement for Waconda Solar. A hard copy, along with the required deposit has been placed in the mail.

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Further, because of the inconsistencies within the Feasibility Study and that fact that portions of it are simply not correct, I am asking that Waconda Solar have a third party engineer complete the remaining studies as

allowed in OAR 860-082-0060.

Please respond to both this email and my previous emails without delay.

Troy

On Wed, Jul 25, 2018 at 12:50 PM, Troy Snyder <troy@tlscapital.com> wrote:

Jason,

Can you please respond and answer the questions from my previous email?

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Can you please respond and answer the questions from my previous email?

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6. If the daytime minimum load is only 1.79 MW, why did the Kale Patch project not require transfer trip?
7. Please provide me with a copy of any actual studies and analysis that were conducted as part of this Feasibility Study.
8. Please provide a list of the higher queued projects that were taken into account as part of this study.

Thank you.

Troy

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Troy Snyder
TLS Capital, Inc.
Phone: 503-816-6608

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Troy,

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Thank you,



Jason Zappe

Customer Generation Specialist • 503-464-7264

PortlandGeneral.com • Follow us on social @PortlandGeneral

--

Troy Snyder
TLS Capital, Inc.

Phone: 503-816-6608

EXHIBIT G

JULY 27, 2018 9:43 PM EMAIL

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint

From: [Troy Snyder](#)
To: [Small Power Production](#)
Cc: [Nikee Weber](#)
Subject: Re: Waconda Solar - Feasibility Study Report
Date: Friday, July 27, 2018 9:43:59 PM
Attachments: [image004.png](#)

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

Jason,

I appreciate the new information. Considering that more than half of the feasibility study was not correct, can you please provide me with an updated/correct feasibility study?

Also, while I am still digesting the new information and will probably have additional questions, can you please help me understand a few things right now -

- Reconductoring - if the section of the line that needs reconductoring is along Waconda Rd, between 50th Ave and Portland Hwy, how is this 2.5 miles? The actual distance appears to be about half of that. Am I missing something?
- Capacitor Bank - if the capacitor bank is between Duck Inn Rd and 86th, how is this effected by Waconda Solar? It is not in the path between the POI and substation. Rather, this location is at a minimum 1.25 miles east of the POI or the path back to the sub.
- With Kale Patch, since it could back feed onto PGE's transmission system and they are not installing protection equipment, how is PGE's system protected if a fault were to occur?

Also, and once again, I am asking that I have a third party engineer complete the remaining studies as allowed in OAR 860-082-0060.

Troy

On Fri, Jul 27, 2018 at 5:54 PM, Small Power Production <Small.PowerProduction@pgn.com> wrote:

Troy,

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SPQ0172	Marion	4	System Impact Study	2.250	Solar	Waconda 13	Waconda

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Sent: Friday, July 27, 2018 4:15 PM
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Once again, I am asking that I have a third party engineer complete the remaining studies as allowed in OAR 860-082-0060. If you and/or PGE do not even have the bandwidth to respond to questions in a reasonable time frame, this request should come as a relief.

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Jason Zappe • Customer Generation Specialist • 503-464-7264

From: Troy Snyder <troy@tlscapital.com>
Sent: Friday, July 27, 2018 3:45 PM
To: Small Power Production <Small.PowerProduction@pgn.com>
Cc: Nikee Weber <Nikee.Weber@pgn.com>; Irion Sanger <irion@sanger-law.com>
Subject: Re: Waconda Solar - Feasibility Study Report

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Troy

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Thank you.

Troy

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Troy Snyder

TLS Capital, Inc.

Phone: 503-816-6608

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On Tue, Jul 10, 2018 at 4:25 PM, Small Power Production <Small.PowerProduction@pgn.com> wrote:

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I have also included the System Impact Study Agreement. If you elect to proceed please provide a copy of the sign System Impact Study Agreement along with the \$1,000 deposit within 15 business days. The due date for both is July 31, 2018.

Please let me know if you have any questions.

Thank you,



Jason Zappe

Customer Generation Specialist • 503-464-7264

PortlandGeneral.com • Follow us on social @PortlandGeneral

--

Troy Snyder

TLS Capital, Inc.

Phone: 503-816-6608

--

Troy Snyder

TLS Capital, Inc.

Phone: 503-816-6608

EXHIBIT H

AUGUST 17, 2018 EMAIL

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint

Subject: Re: Revised Waconda Solar - Feasibility Study Report
Date: Friday, August 17, 2018 at 10:24:13 AM Pacific Daylight Time
From: Troy Snyder
To: Small Power Production
CC: Nikee Weber

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

Jason,

Thank you for the revised study. However, I would still like to receive an accurate and correct study. Particularly,

- In the revised study, it states that the load on the transformer is 15.95 MW (which is different than anything provided in the first study) but then later in the study it states that the load on the transformer is 12.45 MW.
- It appears that the revised study removed the requirement to replace the capacitor bank, yet the cost estimate stayed the same. Can you provide an explanation? A detailed cost estimate would be helpful.
- In the original study, I was told reconductoring was one thing. In your email on 8/27, it was another, and now the revised study is stating that it is different than either of those. Can you please provide more detail and the line ratings for each of the sections you are stating needs to be reconductored? Again, this requirement changed but the cost estimate did not.
- The study states that it considers all "generating facilities having a pending higher queued Interconnection Request to interconnect to the Distribution System " yet it appears that some upgrades that other generators would be responsible for, are being double counted in this study, ie fiber. Can you please update or provide an explanation?

Thank you.

Troy

On Thu, Aug 16, 2018 at 9:26 AM, Small Power Production <Small.PowerProduction@pgn.com> wrote:

Troy,

In an effort to address your questions and provide additional details PGE has revised the Waconda Solar Feasibility Study Report. Attached is the revised study.

Additionally, PGE has kicked off the System Impact Study (SIS) and the SIS will be completed by October 25, 2018.

Please let us know if you still have questions.

Thank you,



Jason Zappe

Customer Generation Specialist • 503-464-7264

PortlandGeneral.com • Follow us on social @PortlandGeneral

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Troy Snyder

TLS Capital, Inc.

Phone: 503-816-6608

EXHIBIT I

AUGUST 24, 2018 LETTER

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint

Sanger Law PC

1117 SE 53rd Ave. Portland, OR 97215

tel (503) 756-7533 fax (503) 334-2235 irion@sanger-law.com

August 24, 2018

Via Email

David White
Associate General Counsel
Portland General Electric Company
1 World Trade Center, Ste 1300
121 SW Salmon Street
Portland, OR 97204

RE: Waconda Solar Interconnection Studies – Third-Party Consultants

Dear Mr. White:

Waconda Solar, LLC (“Waconda Solar”) writes to formally request that Portland General Electric Company (“PGE”) allow Waconda Solar to hire third-party consultants to complete the System Impact Study and Facilities Study and to request that PGE disclose its system configuration so that an independent consultant can complete its study. PGE’s studies to date for Waconda Solar and other small generators have been subject to material delays and included significant errors, and Waconda Solar hopes to avoid these issues by retaining a third-party consultant. Please provide Waconda Solar a list of independent third-party consultants that PGE finds acceptable, and the process in which PGE will review and approve of a different independent third-party consultant that Waconda Solar can select if it chooses a consultant that is not on PGE’s list.

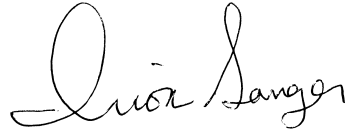
Under OAR 860-082-0060(9), PGE and Waconda Solar may agree in writing to allow Waconda Solar to hire a third-party consultant to complete any of the interconnection studies. PGE cannot unreasonably refuse to agree to allow a third-party consultant to conduct an interconnection study. In light of PGE’s errors in the Waconda Solar Feasibility Study, Waconda Solar believes it makes sense to have another entity complete the next two studies. Therefore, please provide PGE’s consent to allow Waconda Solar to hire a third party, and please provide PGE’s list of approved third-party vendors or the process for selecting an approving of a third-party vendor.

Additionally, Waconda Solar intends to seek an independent System Impact Study under OAR 860-082-0060(7)(h). Waconda Solar needs to make informed business decisions about its project and fears that there will be more errors in any studies done by PGE. An independent study will provide Waconda Solar with a better picture of its project. As such, please provide Waconda Solar with the system configuration so that its independent consultant can complete the study.

Waconda Solar Interconnection Studies
August 24, 2018
Page 2 of 2

Thank you. Please do not hesitate to call if you have any questions or clarifications.

Sincerely,

A handwritten signature in black ink, reading "Irion A. Sanger". The signature is written in a cursive style with a large, looped initial "I".

Irion A. Sanger

cc: Waconda Solar, LLC
c/o Troy L. Snyder, TLS Capital, Inc.

EXHIBIT J

SEPTEMBER 7, 2018 LETTER

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint



Portland General Electric Company
Legal Department
121 SW Salmon Street • Portland, Oregon 97204
503-464-7383 • Facsimile 503-464-2200

Kristin M. Ingram
Assistant General Counsel

VIA ELECTRONIC MAIL & REGULAR MAIL

September 7, 2018

Irion A. Sanger
Sanger Law PC
1117 SE 53rd Avenue
Portland, OR 97215

RE: Waconda Solar Interconnection Studies / Third Party Consultants

Dear Mr. Sanger,

Portland General Electric Company ("PGE") is in receipt of your letter dated August 24, 2018 regarding Waconda Solar interconnection studies. You have requested that PGE grant Waconda Solar the right to hire a third-party consultant to complete the System Impact Study and Facilities Study per OAR 860-082-0060(9). PGE respectfully denies your request.

If Waconda Solar has any questions or concerns about the results of a given study, Waconda Solar should e-mail PGE at small.powerproduction@pgn.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Ingram", is written over a horizontal line.

Kristin Ingram
Assistant General Counsel

EXHIBIT K

JULY 9, 2019 EMAIL

UM 1971

Waconda Solar LLC

vs.

Portland General Electric Company

PGE's Answer to First Amended Complaint

From: Small Power Production <Small.PowerProduction@pgn.com>
Sent: Tuesday, July 9, 2019 1:51 PM
To: Troy Snyder
Cc: Small Power Production
Subject: Waconda Solar SPQ0172 - Restudy Required

Troy,

Recently a higher queued project (SPQ0048) on PGE's Waconda-13 feeder withdrew from the interconnection process. At the time the project withdrew it had a signed interconnection agreement.

Our engineering team has determined the withdrawal will cause the need for Waconda Solar to be restudied. The location of SPQ0048 in relation to the remaining projects make a restudy necessary to ensure the interconnection requirements are properly allocated.

Once Waconda Solar is ready to proceed a System Impact Study will be required.

Please let us know if you have any questions.



Jason Zappe

Customer Generation Specialist • 503-464-7264 • 503-464-8300
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