

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON
UM 1971**

In the Matter of

WACONDA SOLAR, LLC,

Complainant,

v.

PORTLAND GENERAL ELECTRIC
COMPANY,

Defendant.

COMPLAINANT’S REPLY IN
SUPPORT OF MOTION
SEEKING LEAVE TO AMEND
COMPLAINT

I. INTRODUCTION AND OVERVIEW

On July 8, 2019, Waconda Solar LLC (“Waconda”) filed a motion seeking the Commission’s leave to amend its complaint (“motion to amend”). On July 23, 2019, Portland General Electric Company (“PGE”) filed its response, in opposition to that motion (“PGE Response”). Waconda now, pursuant to OAR 860-001-0420(5), files this reply in support of its motion to amend.

PGE makes numerous arguments against Waconda’s ability to amend its complaint, despite the fact that the Commission is required, under Oregon Rules of Civil Procedure (“ORCP”) 23A to grant such a motion “freely” when justice so requires, and despite the fact that the case is still in its earliest stages in terms of being processed.

The factors that the Commission applies when considering such motions all weigh in favor of granting the motion. The amended complaint’s additional allegations and claims relate

closely with the existing pleadings, the amended complaint will not prejudice PGE, the complaint was filed very close in time to the event that was the impetus for its filing (a separate Commission order), and the proposed claims have merit. In addition to looking at the specific factors that allow Waconda to amend its complaint, the Commission should ask itself, if Waconda is not permitted to amend its complaint in these circumstances, then when is it ever appropriate to amend a complaint? PGE's arguments that a complaint in a proceeding in which a schedule has not been set and no discovery has occurred cannot be amended amount to a position that the Commission should simply adopt a rule that complaints cannot be amended in its proceedings.

The Commission should reject each of PGE's arguments against granting the motion to amend:

- The Commission should disregard PGE's inaccurate and inappropriate assertions that the filing of the amended complaint violated an agreement among counsel, because it certainly did not.
- The amended complaint is not somehow tardy or untimely; rather, it was filed very close in time to the events that precipitated the need to file the amendment, and otherwise includes claims that are very closely related to the subject of the original complaint.
- PGE is not harmed by the filing of the amended complaint. PGE's efforts to settle a case, or its unilateral determination to prepare a motion for summary judgment do not constitute a basis upon which to find the type of prejudice that justifies refusal of a complainant's right to modify its complaint. Moreover, PGE's other claims of harm amount to a request that the Commission deny interconnection

customers any effective remedy when PGE harms interconnection customers in the interconnection process.

- Adoption of PGE’s position would produce absurd results that would chill settlement efforts, significantly narrow the discretion the Commission should exercise on this topic, and put complainants in a position of dismissing and refiling their complaints rather than taking the more efficient step of amending their complaints when appropriate.
- PGE’s claims about the additional language in the amended complaint regarding the System Impact Study are also overblown, and do not recognize the need for judicial economy and efficiency in evaluating the System Impact Study in this ongoing proceeding.
- Finally, the Commission should reject PGE’s arguments about why Waconda’s new claims lack merit because PGE’s position mischaracterizes the Commission’s precedent and seeks to define its duties so narrowly as to make them meaningless.

II. REPLY

A. Waconda Should Be Allowed to Amend Its Complaint Under the Applicable Standards Employed by the Commission

Under ORS 756.500(4), the Commission can order the amendment of a complaint prior to the completion of taking evidence in a case. Thus, the Commission can allow a complaint to be amended up to the close of the evidentiary hearing. Additionally, under the Oregon Rules of Civil Procedure, which the Commission applies to its processes when consistent with its other rules,¹ a “pleading may be amended by a party once as a matter of course at any time before a

¹ See OAR 860-001-0000(1) (explaining that Commission follows the Oregon Rules of
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responsive pleading is served”.² Under ORCP 23A, after a responsive pleading is served, a party may amend the pleading only by leave of the court or by written consent of the adverse party. And, the rules establish that “leave shall be freely given when justice so requires.”³

As explained in Waconda’s motion to amend, the Commission has previously cited four factors in connection with its consideration of a motion seeking leave to amend a complaint: “1) the proposed amendment’s nature and relationship to the existing pleadings; 2) prejudice to the opposing party; 3) timing; and 4) the merit of the proposed amendment.”⁴ Before responding to PGE’s specific arguments in its Response, Waconda summarily recounts how each of these factors indicates that Waconda’s amended complaint should be allowed in this case.

First, with the exception of the added claims regarding the System Impact Study (which was produced *after* the original complaint, and which is addressed further below), all of the amendments to the “legal claims” section of Waconda’s complaint relate to the same PGE actions that Waconda alleged in its original complaint violate PGE’s duties and requirements. Rather than making new allegations about additional PGE actions, the amendments simply elaborate further on the legal bases upon which Waconda intends to rely in arguing that PGE’s actions were contrary to law and should be corrected by the Commission. Those additional bases include references to various statutes applicable to the Commission, as well as references to PGE’s duty of good faith and fair dealing in relation to the contracts that it signs with its

Civil Procedure, except where those rules are inconsistent with a Commission rule, order, or ALJ Ruling).

² ORCP 23A.

³ *Id.*

⁴ *See Nw. Pub. Commc’ns Council v. Qwest Corp.*, Order No. 09-155 at 8 (May 4, 2009) (referring to *Forsi v. Hildahl*, 194 Or App 648, 652 (2004)).

customers.⁵ Thus, in considering the Commission's first factor, the nature and relationship of the amendments, the Commission should find that they are very closely related, and in most respects identical to the actions Waconda challenged in its original complaint.

The Commission's second factor is met because PGE is not prejudiced by the amendment of the complaint. The case is in its early stages, and PGE will have an opportunity to provide an answer to each amendment to the complaint. In this case, a schedule regarding testimony had not even been established, and discovery had not commenced.

Third, the timing of the amended complaint is appropriate in light of the fact that the amendments to the complaint are responsive to an effort to specify more clearly the statutory and other common law doctrinal bases upon which Waconda seeks to rely in supporting its claims against PGE. Such an approach seems to have been required by the Commission's recent Order No. 19-218. In that order, the Commission declined to address key substantive arguments raised by that complainant because it found that a complainant should provide a specific basis, in its complaint, upon which it intends to argue that a utility has violated a general duty to act with reasonableness with respect to its customers. The Commission appears to have found that specific references to the Commission's statutes or other common law duties must be cited in the complaint.⁶ While Waconda disagrees that Oregon Commission complaints need to follow such formalistic processes, the amended complaint was filed to comply with at least the implied reasoning in Order No. 19-218. That order was issued on June 24, 2019, and Waconda filed its motion to amend the complaint just fourteen days after that order was issued.

⁵ See First Amended Complaint at 17-29 (adding statutory references and description of certain relevant cases).

⁶ *Re Sandy River Solar, LLC vs. Portland General Electric Company*, Docket No. UM 1967, Order No. 19-218 at 25 (June 24, 2019).

Finally, the amended complaint meets the Commission’s fourth factor for reviewing whether to allow amendment of a complaint, because Waconda’s claims are meritorious, as is the purpose for which it seeks to amend the complaint. The amended complaint adds a fuller citation of the statutory and other legal provisions upon which Complainant intends to rely in this case, and presents clearly to the Commission the bases upon which it asks that PGE be found to have violated its duties to Complainant. Further, although the Commission noted in Order No. 19-218 that a party has a “high bar” in proving violation of those statutes in certain circumstances, the order made clear that the Commission does have authority to correct utility actions that it deems violative of its general authorities to protect customers.⁷ The Commission acknowledged that it has “the authority to correct unreasonable actions by a utility in certain circumstances under either [its] general enabling statutes or contractual law.”⁸ Although PGE will certainly claim that its actions are not so egregious as to cross that “high bar,” the Commission should not find that Waconda’s amended complaint is without merit, simply because PGE alleges to the contrary.

The facts and allegations provided in the amended complaint draw a clear picture of how PGE’s actions cannot be squared with such duties. The complaint alleges, for example, that PGE has refused to provide Waconda any of the information or access required to have an independent System Impact Study performed, and has refused to cooperate to allow Waconda the ability to have such a study performed. This is despite the fact that the Commission’s rules contain a clear statement that a party may produce and provide such a study to the utility, and despite the fact that such cooperation is required to further the implementation of its contracts

⁷ *Id.*

⁸ *Id.*

with Waconda.⁹ The amended complaint also outlines that the Commission has the authority to prevent unjust and unreasonable practices with respect to PGE’s customers, and alleges that PGE has committed unreasonable practices through providing incomplete studies, and subjecting Waconda to a slowed interconnection process that has caused delays and harm.¹⁰ These claims are in addition to the original complaint’s claims for relief, which rely on PGE failures to implement and adhere to the Commission’s rules.

B. The Commission Should Disregard PGE’s Incorrect Assertions that Amending the Complaint Was Inconsistent with an Agreement Among Counsel and PGE’s Unwarranted Assertions that Waconda Acted in Bad Faith in Seeking to Negotiate an Efficient Processing of the Case

In PGE’s Response, it repeatedly contends that PGE was somehow misled by Waconda’s efforts to negotiate a schedule in the case that would allow for a simultaneous and coordinated schedule for filing motions for summary judgment, and limited discovery.¹¹ PGE implies that this effort was not in good faith, and was somehow calculated to buy Waconda time to amend its complaint. PGE even goes so far as to assert that Waconda’s filing of an amended complaint was (at least in the view of PGE’s counsel) “inconsistent with the parties’ agreement that PGE would withhold filing its motion for summary judgment while the parties attempted to agree on a procedural schedule and Waconda considered whether to proceed with its complaint in light of Order No. 19-218.”¹² Waconda’s counsel emphatically rejects PGE’s characterizations.

⁹ Proposed First Amended Complaint at 16-17.

¹⁰ *Id.* at 6, 17, 26-28.

¹¹ *See, e.g.*, PGE Response at 1 (alleging that “instead of working with PGE on a procedural schedule, Waconda filed this motion” and arguing that the Commission should not “reward Waconda’s approach”).

¹² PGE Response at 7.

Even as evidenced by PGE’s counsel’s own declarations, and as described in the Declaration of Mark Thompson, filed concurrently with this reply,¹³ there was no agreement among the parties that Waconda would not amend its complaint. Rather, the discussions between the parties focused on the only question that was relevant at the time such discussions were occurring—how to process PGE’s promised motion for summary judgment, and a motion for at least partial summary judgment that Waconda was considering. Waconda sought, in good faith, to convince PGE that a simultaneous processing of those motions would be most efficient, and sought PGE’s agreement that some limited discovery could be conducted before they were filed.¹⁴ In fact, the impetus for amending the complaint, Order No. 19-218, was not even *issued* until after the majority of those discussions took place. Further, after Order No. 19-218 was issued, the parties’ discussions turned to whether the pre-hearing conference should be delayed in light of the fact that Waconda was considering how Order No. 19-218 affected its case.¹⁵

In the end, after reviewing the lengthy order, and considering its options, Waconda determined that it would persist with its complaint, but that it would seek to amend it to reflect the determinations in Order No. 19-218. Waconda quickly prepared its amended complaint, and notified PGE that it intended to make that filing. Although PGE expressed a desire to review the amended complaint prior to Waconda’s filing of it, the parties were unable to agree that PGE would not file a motion for summary judgment during its review of Waconda’s filing, and thus Waconda proceeded to make the filing. Waconda did so out of concern that PGE would file a motion for summary judgment on the existing complaint, and argue that such an action

¹³ Declaration of Mark Thompson at ¶ 8.

¹⁴ *Id.* at ¶¶ 3, 6.

¹⁵ *Id.* at ¶¶ 7-8.

prejudiced Waconda's right to amend the complaint.¹⁶ Although PGE may be disappointed that Waconda is seeking to amend its complaint, that disappointment is not justified by any breach of a commitment Waconda or its counsel made to PGE, and the Commission should disregard PGE's statements to that effect.

C. Waconda's Motion Is Not Tardy, Late, or Delayed

PGE argues that the Commission should reject Waconda's motion to amend its complaint because Waconda "sat on" its complaint for nine months before it sought to amend it.¹⁷ PGE argues that the filing is tardy and late, and that Waconda delayed in filing it.

PGE's argument ignores that the clear impetus for Waconda's filing to amend its complaint was the Commission's Order No. 19-218, issued on June 24, 2019. In that order, the Commission found that a small generator customer of PGE's was *precluded* from arguing that the Commission could provide a remedy for PGE's unreasonable actions that violated the Commission's statutes. The Commission's finding was not based on any conclusion that the laws failed to apply. Rather, it determined that it would not consider those authorities and duties because they were not specifically spelled out in the complaint in that case, despite the fact that the complaint clearly called out the complainant's allegations that PGE had acted unreasonably and identified the relevant statute regarding the Commission's general power to prevent unreasonable practices as applying in the case.

Prior to this order, Waconda assumed that it would be allowed to argue that the Commission should exercise its basic statutes to address and correct unreasonable utility actions

¹⁶ *Id.* at ¶ 10. This concern was well founded, as PGE is making similar arguments at this time.

¹⁷ PGE Response at 1.

in this proceeding. In light of the Commission's Order No. 19-218, however, Waconda became concerned that the Commission may find it, too, was prevented from arguing that those statutory authorities and common law duties form a basis for Commission action. Waconda thus sought to amend its complaint as quickly as practicable after its receipt and review of that order.

Although PGE disagrees with Waconda's legal theory, its argument that Waconda's motion is late or tardy is unsustainable. PGE would have the Commission hold that Waconda should have either had the foresight to predict the outcome in Order No. 19-218, or that it should be required to forego the normal rights that a party has to amend its complaint, simply because PGE prevailed in a separate case. Waconda's motion is not tardy, late, or delayed, and should not be denied on that basis.

D. PGE Is Not Prejudiced by Waconda's Filing of an Amended Complaint

PGE argues that it experiences three separate harms if Waconda's complaint is amended:

- Its efforts at settlement and preparing a motion for summary judgment would be wasted;
- Extending the litigation of this case ties up Waconda's position in the interconnection queue; and
- Extension of Waconda's Commercial Operations Date would allow the project to take advantage of rates that are from too far in the past.¹⁸

None of these claimed "harms" justify the denial of Waconda's motion to amend its complaint.

¹⁸ *Id.* at 10-12.

1. PGE’s Efforts at Settlement, and Its Preparation of a Motion for Summary Judgment Do Not Constitute Prejudice that Prevents the Amendment of a Complaint

PGE argues that its efforts to try to settle the case, and its filing of an Answer to Waconda’s original complaint would be in vain.¹⁹ This argument cannot form the grounds for being prejudiced, however, for several reasons. First, PGE’s efforts at settlement were presumably undertaken in good faith, as were Waconda’s. If the parties had been able to settle the case, it would have been dismissed, and the subject of the amended complaint would have been avoided. Thus, those efforts were not wasted, even though ultimately they did not produce an agreement among the parties. Further, the fact that PGE has filed an Answer does not constitute a prejudice or wasting of PGE’s efforts. To the contrary, much or all of PGE’s Answer will continue to apply, given that nearly all of the original complaint remains in the amended complaint, and the amendments primarily *add* information and legal citation. Additionally, the fact that a party may need to file an amended answer to an amended complaint is not unique to this case, but rather in any case where a court *freely* grants leave to amend a complaint, the responding party will be allowed to file a corresponding amended answer. PGE will be allowed to answer to those additional items, and continue to put forth its answer previously submitted on the majority of items, which remain unchanged.

2. Maintaining Waconda’s Position in the Interconnection Queue, During an Interconnection Dispute is Appropriate, and Does Not Constitute Harm to PGE

PGE argues that it would be harmed if Waconda’s complaint is amended because its interconnection process will be “delayed.”²⁰ PGE argues that because litigation of Waconda’s

¹⁹ *Id.* at 10.

²⁰ *Id.* at 10.

interconnection dispute may be deemed to have halted Waconda's requirement to proceed with the interconnection process, Waconda will unjustifiably "tie up" a spot in the interconnection queue.²¹ PGE's claimed harm, however, is unclear. Presumably, PGE argues that some subsequent small generator will be harmed by the fact that the Waconda project remains a viable interconnection customer. This "harm" does not appear to be PGE's in any event, but more importantly, is not even factually supported. Waconda's project is in a position of being the last in the interconnection queue for the particular substation where it is seeking to interconnect.²² Thus, in reality, there is no harm in allowing Waconda to maintain its position.

More fundamentally, however, PGE's claimed harm hits at the heart of an interconnection customer's ability to obtain any justice from the Commission. PGE would have the Commission find that an interconnection customer must *continue* with the interconnection process even where a utility is violating its requirements *in that process*. PGE's argument is tantamount to denying interconnection customers any remedy at all for harms in that process (other than an after the fact conclusion that PGE violated the law). Such an outcome would be inconsistent with the Commission's duty to process utility customer complaints against

²¹ *Id.* at 11.

²² See PGE's Small Generator Interconnection queue, posted at <https://www.oasis.oati.com/pge/>. A copy of PGE's interconnection queue from July 27, 2019 appears as Attachment 1 to the Declaration of Mark Thompson, filed concurrently with this reply. The Waconda project appears as SPQ0172, and is assigned to the "Waconda" substation. No other active project after Waconda (i.e., with a higher interconnection assignment number) is associated with that substation. Thus, if Waconda were to be assigned to the queue again as of the date of this filing, its responsibilities for upgrades would be unaffected, and it would be in the same position it is now. However, removing Waconda from the interconnection queue would harm Waconda in a number of ways, including requiring it to move back to the beginning of the interconnection process, and be subject to additional fees and studies.

utilities,²³ and would also be inconsistent with the Commission's practice of maintaining a party's interconnection queue when dispute resolution through arbitration is utilized in that process.²⁴

This harm to Waconda is illustrated in this particular case. Waconda questions PGE's System Impact Study, and wishes to exercise its rights under the Oregon administrative rules to prepare and provide an alternative study for PGE to review. Given PGE's long history of making mistakes in its interconnection studies, it is entirely reasonable for an interconnection customer to wish to independently verify PGE's study results. PGE is actively making efforts to prevent Waconda from preparing that alternative study. If Waconda was required to continue through the interconnection study process, then Waconda would have no remedy for PGE's refusal to permit Waconda to conduct the study. For example, Waconda may need to enter into a final interconnection agreement and potentially even have its interconnection facilities constructed before the Commission even issues an order on whether Waconda can independently perform the System Impact Study. No interconnection customer could ever obtain practical relief if they are required to continue down the interconnection process during the pendency of their complaint.

Finally, Waconda notes that it is not opposed to a timely and efficient resolution of this case. In fact, that result is what it was trying to achieve through its negotiations with PGE

²³ See ORS 756.500-515 (setting out process for hearing complaints and ordering reparations).

²⁴ OAR 860-082-0080, for example, specifies that "[t]he filing of a petition for arbitration of a dispute arising during review of an application to interconnect a small generator facility does not affect the application's queue position." See also Order No. 10-132, Appendix A, Standard Oregon Qualifying Facility Large Generator Interconnection Procedures (Applicable to Qualifying Facilities in Oregon that exceed 20 MW) at 38 (specifying the same for large generators).

around the process that should be followed in this case, prior to the Commission's Order No. 19-218 being issued.

PGE's final claim of prejudice is that its customers will be harmed by Waconda's request to shift back its required Commercial Operation Date ("COD") for the delays caused by the litigation of its complaint. Again, PGE's claims that a *remedy* for its interconnection customer constitutes an impermissible *harm* to PGE should be rejected. The Commission should not endorse PGE's invitation to discard a reasonable remedy simply because PGE alleges that it could impact it in a negative way. If the Commission finds that Waconda's complaint should be granted, and that it is entitled to relief, then Waconda should be entitled to an extension of its COD to reflect the fact that it was required to enlist the Commission's complaint process in order to achieve its interconnection. Waconda notes, again, that it is supportive of an efficient processing of this case, and thus is not seeking a delay in its COD through the litigation of its complaint, other than to keep it whole for the harms it has experienced.

E. PGE's Position that Waconda Cannot Amend Its Complaint at this Stage of the Case Would Produce Absurd Consequences

As described above, PGE argues that Waconda should not be entitled to amend its complaint at this stage of the case, because too much time has passed, and PGE has expended too much effort to date. Yet, if the Commission agreed with these assertions, its order would produce absurd and illogical precedent. Such an order would stand for the proposition that a party cannot amend its complaint after an answer to it is filed, even if no other formal action has been taken in the case. Such an outcome would render inapplicable ORCP 23A's allowance for amending a pleading after a responsive pleading is made with the Commission's authorization, and its admonition that such an amendment should be given "freely" when justice so requires.

It would also chill settlement efforts, as described above, if the Commission were to find that PGE's and Waconda's engaging in settlement discussions moved the case to a stage where the Commission will not allow such an amendment. In effect, Waconda would be penalized for working in good faith with PGE to attempt to reach a settlement. A party should not lose its ability to amend a complaint simply because it attempted to resolve the dispute without litigation. The Commission encourages settlement efforts, and should not disincentivize them by finding that they ultimately prejudice a party's rights to amend their complaints where appropriate.²⁵

Additionally, if the Commission were to find that PGE's promise of filing motion for summary judgment somehow put the case in a status beyond the point where the Commission will allow an amendment of a complaint, such a finding would open the door for parties to make an assertion that they will file a motion for summary judgment in each and every case, in order to try to cut off the other party's rights to amend their complaint. Such a finding that one party has a unilateral ability to negatively affect the other party's rights would seem illogical and could introduce a detrimental practice into the Commission's processes.

For an additional reason, the Commission's denial of Waconda's motion to amend its complaint would form an unfortunate precedent. This Commission has correctly found, like the Oregon courts, that complainants have a right to dismiss their complaints, one time, without prejudice, prior to the hearing on those complaints.²⁶ If the Commission were to find that

²⁵ See *In re Portland General Electric Co.; SB 408 Tax Report for Calendar Year 2008*, Docket No. UE 178(3), Order No. 10-129 at 3 (Apr. 6, 2010) (explaining that the Commission encourages parties to settle cases where in the public interest).

²⁶ See *Bottlenose Solar, LLC, et al. v. Portland General Elec. Co.*, Docket Nos. UM 1877 *et seq.*, Order No. 19-001 (Jan. 2, 2019) (recounting relevant ORCP, Commission precedent, and court cases on this topic).

complainants have no right to amend their complaints after an answer is filed, then the logical outcome would be that complainants should be expected to exercise their right to dismiss their complaints and refile them, rather than seek to amend them. Such an outcome would undermine regulatory efficiency, and require more litigation expense of parties compared to the more limited time, expense, and effort that is associated with a party simply amending its complaint. Through amending its complaint, rather than dismissing it and refile, Waconda intended to avoid such waste and delay, and urges the Commission to grant its motion to amend its complaint, rather than require a more wasteful and onerous approach to raising its complaints before the Commission.

F. The Amendments to the Complaint Regarding the System Impact Study Do Not Constitute a Material Change to the Complaint

PGE argues that Waconda’s amendments to its complaint to address PGE’s shortcomings with respect to the System Impact Study are a significant change to the complaint, and that the motion to amend should be denied on that basis.²⁷ PGE argues that the complaint could have been amended to incorporate Waconda’s complaints about the System Impact Study several months ago.²⁸ PGE’s arguments on this point should be rejected.

Because the System Impact Study was produced subsequent to the filing of the complaint, and because Waconda found that it was harmed by PGE’s failure to deliver an adequate System Impact Study, Waconda added additional and subsequent facts related to the System Impact Study in its amended complaint. The Commission should allow these additions,

²⁷ PGE Response at 2 (characterizing the amended complaint as changing the nature of the case because, among other reasons, it adds the System Impact Study—a new “transaction”).

²⁸ *Id.* at 12.

in order to promote judicial economy (by allowing Waconda's claims with respect to the System Impact Study to be litigated in this case, rather than through a separate complaint process), and because they relate closely to Waconda's claims in its original complaint.

Waconda claimed, in its original complaint, that it has a right, under the Commission's rules, to have an independent System Impact Study performed.²⁹ In light of Order No. 19-218, however, Waconda sought to further clarify that PGE's duty to implement the Commission's rules faithfully on this topic are colored by the Commission's broad statutory authorities, as well as PGE's obligation of good faith and fair dealing with its contractual counterparties. Moreover, Waconda seeks to add further facts regarding its original claim that the Commission's rules give it a right to have an independent System Impact Study performed, and that PGE has a duty to cooperate in order to allow that to happen. These additions therefore squarely relate to a claim that existed in the original complaint, and do not change the nature of the complaint, or the actions to which they relate.

G. PGE's Request to Deny the Amended Complaint Because All of Waconda's New Claims are Meritless Is Unfounded

In its response to Waconda's motion to amend its complaint, PGE spends considerable effort arguing that none of Waconda's new claims will be upheld in the case, and thus argues that the amended complaint should be denied. Although Waconda does not respond to all of PGE's numerous arguments in detail and asserts that it would be inappropriate be required to do so in order to justify amending its complaint, Waconda does briefly address each of PGE's arguments below, to demonstrate that its amended claims have merit.

²⁹ See Amended Complaint at 21 (citing OAR 860-082-0060(7)(h), and stating that Waconda Solar has a right to have an independent System Impact Study completed).

1. The Amended Complaint Should Not Be Denied Based on PGE’s Claim That Subsequent Events Have Mooted a Portion of the Claims

PGE first asserts that Waconda’s claims related to the System Impact Study are now moot, because PGE will need to issue a new study, given that an earlier-queued project withdrew from the interconnection queue.³⁰ PGE notified Waconda of this circumstance by email on July 9, 2019, a day after Waconda filed its motion to amend and its amended complaint.³¹ Waconda notes that PGE is free to assert a defense or position in its answer on this topic, but asserts that Waconda should be entitled to explore PGE’s position through discovery in the case, and be given a chance to determine whether the subsequent events impact its claims that it has experienced harm through the deficient System Impact Study that was produced in its interconnection process. In addition, one of Waconda’s fundamental claims is that it should be allowed to have an independent study of its own performed, which would also apply to any re-study by PGE.

2. Contrary to PGE’s Assertions, the Commission Has Not Previously Determined the Merits of Waconda’s Legal Arguments

PGE also argues that Waconda’s new claims are governed by a specific body of regulations that were pleaded in its original complaint, and that no general statutory or contractual obligations are at issue in the case.³² PGE argues that “these new claims are meritless, because the general obligations identified in the amendments do not supplement or alter PGE’s duties under the issue-specific rules,” and it points to the Commission’s Order No.

³⁰ PGE Response at 14.

³¹ *Id.* at 14 n.72; Lovinger Decl. P. 15 and Ex. 4.

³² *Id.* at 15.

19-218 to argue that the Commission has already essentially so decided.³³ In so arguing, however, PGE ignores three important facts.

First, in the Commission’s Order No. 19-218, the Commission expressly acknowledged that there are circumstances under which a utility may be found to have violated a duty to act reasonably, and that it has the authority to take corrective action in such circumstances.³⁴ And, the Commission has not applied the applicable laws to the facts under this case.

Second, the primary purpose of the amendments to the complaint were to add references to the statutory and other bases for Waconda’s claims that PGE has violated its duties. The arguments in the amended complaint are intended to expressly include those which the Commission found it would not consider in Order No. 19-218. Thus, the claims in Waconda’s amended complaint are different, and have not been decided by the Commission.

Finally, PGE ignores that at least one of the administrative rules at issue in this proceeding differs significantly from the ones at issue in Order No. 19-218. OAR 860-082-0060(7)(h) does not simply state that a utility and customer “may” agree to have a third-party perform the system impact study. Rather, it states an expectation that “[i]f an applicant provides an independent system impact study to the public utility, then the public utility *must* evaluate and address any alternative findings from that study.”³⁵

Waconda’s position is that PGE has a duty to not impede, but to facilitate a situation in which it is possible for an applicant to provide an independent system impact study to the utility, given the rule’s mandatory language and expectation that such a study can be developed.³⁶ PGE

³³

Id.

³⁴ Order No. 19-218 at 21, 25.

³⁵ OAR 860-082-0060(7)(h) (emphasis added).

³⁶ See Amended Complaint at 15-17, 25 (specifying PGE’s actions in denying Waconda of

“must” take certain actions, including the evaluation of a study performed by the interconnection customer. PGE cannot evade its obligation by taking action that prevents the interconnection customer from performing the study that it is supposed to evaluate. Otherwise, the rule’s requirements would become a nullity. PGE’s duty to act with good faith and fair dealing, and its general obligations to act reasonably as a regulated public utility thus relate squarely to this claim, and have not been previously decided by the Commission.

3. PGE’s Characterization of Its Duties of Good Faith and Fair Dealing, and General Statutory Obligations to Act Reasonably Would Render those Obligations Meaningless, Contrary to Established Law

PGE argues that Waconda’s assertions about PGE’s duty of good faith and fair dealing with its contractual parties are meritless, because all of PGE’s obligations to Sandy River in the interconnection process are codified in the Commission’s rules. PGE argues that all of its contracts with Waconda point to the Commission’s interconnection rules, and therefore the rules embody all of PGE’s obligations on the topic.³⁷ PGE is entitled to make these novel arguments on their merits, but they should not be adjudicated in a pleadings about whether or not Waconda even has a right to make them.

PGE’s approach overlooks the express purpose of the implied duty of good faith and fair dealing, however, which is to “facilitate performance and enforcement of the contract where it is *consistent with* and *in furtherance* of the agreed-upon terms of the contract or where it effectuates ‘the reasonable contractual expectations of the parties’”.³⁸ Thus, where a contract (or

the ability to have an independent System Impact Study developed and alleging that these actions violated PGE’s duties and Waconda’s rights to an having an independent System Impact Study performed).

³⁷ PGE Response at 16-17.

³⁸ *Sheets v. Knight*, 308 Or 220, 233 (1989) (emphasis added).

the rule that it incorporates) is silent on a topic, the duty of good faith and fair dealing applies to the party's actions on the topic, and it must be consistent with the reasonable expectations of the other party, and consistent with and in furtherance of the terms of the contract.³⁹ Further, contrary to PGE's view, a party can breach its implied obligation of good faith and fair dealing, even where it has not violated a term of the contract.⁴⁰

Waconda alleges that PGE breached this duty, and its claims have merit. For example, Waconda claims that PGE violated its contractual duties to Waconda by not allowing Waconda to have an independent System Impact Study performed, when the Commission's rules, and any reasonable understanding of the contract incorporating those rules, would provide a clear expectation that such a study can be performed and provided to the utility.⁴¹ Additionally, Waconda claims that PGE violated its duties of good faith and fair dealing by missing deadlines and subjecting the project to an unreasonably burdensome and inefficient interconnection process.⁴²

PGE also argues that ORS 756.040's authorization that the Commission protect customers from all unreasonable practices by regulated utilities is not enforceable upon a utility where any rule addresses its actions. PGE asserts that the "general obligations in these statutes do not provide a separate, free-standing requirement that utilities comply with an interconnection

³⁹ See *McKenzie v. Pac. Health & Life Ins. Co.*, 118 Or App 377, 381 (1993) ("A contract that necessitates the exercise of discretion certainly implicates the duty of good faith. Yet, so long as it is not inconsistent with the express terms of the contract, the duty of good faith is a contractual term that is implied by law into every contract, not just those that necessitate the exercise of discretion.").

⁴⁰ *Id.* at 380.

⁴¹ Amended Complaint at 15-17, 25.

⁴² *Id.* at 28.

process that is different from the process established by the Commission’s regulations.”⁴³ But, the Commission recently acknowledged that this may not always be the case in Order No. 19-218, finding expressly that these statutes do, under some circumstances, allow it to correct utility actions that it deems unreasonable.⁴⁴

Finally, PGE also makes a vague argument that under PURPA, states cannot regulate contracts made pursuant to the law, and thus Commission cannot “retroactively alter the parties’ obligations under the PPA and interconnection study agreements to conform to ‘just and reasonable’ practices.”⁴⁵ Waconda does not understand this argument. PGE could be arguing that the actions Waconda is seeking that it take (such as providing data that would allow the development of an independent System Impact Study) would somehow *violate* the PPA, and thus require a modification to it. There is no basis for PGE’s assertions in this regard, as none of the actions Waconda asserts PGE should take actions that violate any provision of a contract with PGE.

H. Waconda’s Amended Complaint Separately States Each Claim

PGE argues that Waconda should be required to refile its proposed amended complaint, in order to more specifically separate each legal claim. PGE argues that ORCP 16C requires that a plaintiff “separately state each claim,” and argues that Waconda “shoehorned five new claims into four existing claims.”⁴⁶ PGE’s claim on this topic is unfounded, as it ignores the purpose of the amendments to Waconda’s complaint, and seeks to impose an unnecessary and inefficient level of formality and unhelpful structure on the Commission’s complaint process.

⁴³ PGE Response at 19-20.

⁴⁴ Order No. 19-218 at 25.

⁴⁵ PGE Response at 19-20.

⁴⁶ *Id.* at 20.

As described above, Waconda modified its complaint in order to more specifically identify the *legal bases* upon which each of its *claims* is founded. Thus, Waconda’s complaint inserts additional grounds for each of its claims, and recognizes that PGE’s actions violate more than one legal requirement placed upon it. PGE’s insistence is also inconsistent with the Commission’s procedural rules regarding complaints, which require only that complaints include a “clear and concise statement of the authorization, action, or relief sought;” “[a]ppropriate references to the statutory provision or other authority under which the filing is made; and” “[o]ther information as required by the Commission’s rules.”⁴⁷ And, it is inconsistent with the statutory provisions governing requirements for complaints at the Commission, which require only that a “complaint shall state all grounds of complaint on which the complainant seeks relief” and “the prayer of the complaint shall pray for the relief to which the complainant claims the complainant is entitled.”⁴⁸ The Commission should reject PGE’s proposal that each legal basis relating to a particular claim be spun off into its own paragraph. In PGE’s own words, a “concern over . . . superficial matters (such as paragraph numbers, etc.) elevates form over substance.”⁴⁹ Such an approach would make the complaint more confusing, would make the amendments more widespread, and would undermine efficiency in processing the complaint in this case. Such an outcome is not required by the Commission under its procedural rules, which are to be “liberally construe[d] . . . to ensure just, speedy, and inexpensive resolution of the issues presented.”⁵⁰ The Commission should ensure that its complaint process is administered

⁴⁷ OAR 860-001-0400(2).

⁴⁸ ORS 756.500(3).

⁴⁹ *PGE v. Pacific Northwest Solar, LLC*, Docket No. UM 1984, PGE’s Response to Pacific Northwest Solar LLC’s Motion to Dismiss at 2.

⁵⁰ OAR 860-001-0000(1).

efficiently, and should allow complainants, many of which may be individual utility customers and non-lawyers, to file complaints that are constructed in a straight-forward manner, and that paint a clear picture of the complainants' position.

I. Statutory References in the Complaint

In its Response, PGE asserts that Waconda's proposed amended complaint refers to a section of the Oregon Revised Statutes that has been repealed, pointing out instances where references were made to ORS 746.040. Waconda acknowledges that those references were intended to be to ORS 756.040, which is referred to in other portions of the complaint. Waconda notes that PGE recognized, in its Response, the statutory basis to which Waconda intended to cite (arguing that the duty of reasonableness in ORS 756.040 is subsumed by, or codified in commission regulation).⁵¹

III. CONCLUSION

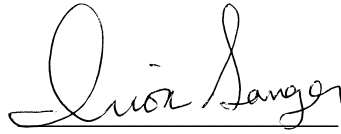
For all the reasons described above, and in Waconda's motion to amend, the Commission should grant Waconda leave to amend its complaint in this case.

Respectfully submitted this 30th day of July 2019.

⁵¹ PGE Response at 19-20.

Respectfully submitted,

Sanger Thompson, PC

A handwritten signature in black ink, appearing to read "Irion A. Sanger". The signature is fluid and cursive, with a horizontal line drawn underneath it.

Irion A. Sanger

Mark R. Thompson

Marie P. Barlow

Sanger Thompson, PC

1041 SE 58th Place

Portland, OR 97215

Telephone: 503-756-7533

Fax: 503-334-2235

irion@sanger-law.com

Of Attorneys for Waconda Solar, LLC

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1971

In the Matter of

WACONDA SOLAR, LLC,

Complainant,

v.

PORTLAND GENERAL ELECTRIC
COMPANY,

Defendant.

DECLARATION OF MARK
THOMPSON IN SUPPORT OF
COMPLAINANT’S REPLY IN
SUPPORT OF MOTION FOR LEAVE
TO AMEND COMPLAINT

I, Mark Thompson, declare as follows:

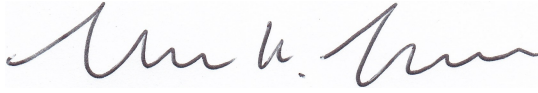
1. I am one of the attorneys representing complainant Waconda Solar LLC (“Waconda”) in the above-captioned proceeding.
2. I participated in the June 6, 2019 initial prehearing conference on behalf of Waconda described in the Declaration of Jeffrey S. Lovinger, filed in this proceeding in support of Portland General Electric Company’s (“PGE’s”) Response to Waconda’s motion to amend its complaint.
3. During the discussions at that June 6, 2019 prehearing conference, including the informal “off the record” portions of the conference, I sought to persuade PGE’s counsel that PGE should provide an opportunity for discovery for Waconda, prior to filing a motion for summary judgment, and expressed that Waconda’s position was that the case would be processed more efficiently under such an approach, and that

such an approach would allow the parties to synchronize motions for summary judgment for the Commission's consideration. PGE's counsel agreed to continue discussions about such an approach, and the parties requested that a later prehearing conference be scheduled to allow those discussions to continue.

4. Over the course of the following weeks, I discussed multiple times with PGE's counsel Jeff Lovinger the status of the case, and sought to determine whether PGE and Waconda could agree to a schedule for processing the case.
5. On both June 19, 2019 and June 26, 2019, I filed requests to delay the prehearing conference in the case. In both instances, PGE's counsel indicated that PGE supported the filing of the requests, so that the parties could continue discussions.
6. Prior to the Commission issuing Order No. 19-218 in Docket No. UM 1967, there were no discussions between myself and PGE's counsel about whether Waconda could seek to amend its complaint; rather, the discussions included whether the parties could agree to limited discovery, followed by a schedule to simultaneously process motions for summary judgment from each party.
7. After the Commission issued Order No. 19-218, I discussed with PGE's counsel that Waconda was seeking to determine how that order may impact this proceeding. PGE's counsel agreed that in light of this, PGE would support delaying the prehearing conference, and after that discussion, I filed the June 26, 2019 request to delay the prehearing conference.
8. At no time during discussions with PGE's counsel did we discuss whether Waconda could seek to amend its complaint.
9. After June 26, 2019, Waconda determined that it would seek to amend its complaint.

10. On July 8, 2019, I called PGE's counsel to provide notice that Waconda had determined that it would seek to amend its complaint, and I inquired whether PGE would oppose such a motion. PGE's counsel requested that PGE be allowed to review the amended complaint prior to it being filed and stated that if not provided an opportunity to do so, I could indicate that PGE would determine its position on the filing after reviewing it. I explained that Waconda was not willing to risk PGE filing a motion for summary judgment on the existing complaint prior to Waconda having an opportunity to seek to amend its complaint. During that discussion, I discussed that I would take some more time to consider how to proceed. After doing so, I called PGE's counsel, and I left a voicemail, indicating that I would like to talk further about the filing but that if too much time went by, I would proceed to make the filing as we had discussed.
11. After close to an hour, I did not receive a return call and proceeded to make the filing seeking to amend the complaint.
12. With regard to Waconda's interconnection queue position, I separately attach, as Attachment 1, a copy of a document I downloaded from Portland General Electric's ("PGE's") OASIS website on July 27, 2019, which shows PGE's "Oregon Small Generator Queue." My understanding is that the Waconda project is assigned queue number SPQ0172, and is shown on the document.
13. I declare under penalty of perjury under the laws of Oregon and the United States of America that the foregoing is true and correct to the best of my knowledge.

Dated this 30th day of July, 2019.

A handwritten signature in dark ink, appearing to read "Mark H. Thompson", is written on a light-colored rectangular background.

Mark Thompson

ATTACHMENT 1
To Declaration of Mark Thompson In Support of Reply
In Support of Waconda's Motion for Leave to Amend Complaint

(PGE's Oregon Small Generator Interconnection Queue – July 27, 2019)



DISCLAIMER: The Queue is a dynamic database that can change from day to day as projects submit or withdraw interconnection requests or commence operation. Please keep in mind that not all proposed interconnection projects are built. Additionally, this queue only addresses small generator facilities (nameplate capacity of 10MW or less) and does not include FERC jurisdictional projects. It is the sole responsibility of users of this website and this information to independently verify the process to interconnect a small generator facility, as well as the status of any changes, pending changes, or updates to said process. PGE shall not be held liable under any circumstances for any errors, omissions, inaccurate, and/or out-of-date content or information provided herein. PGE MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO THE ACCURACY OF THE INFORMATION PROVIDED HEREIN OR THE FITNESS OR APPROPRIATENESS OF THE INFORMATION FOR ANY PARTICULAR USE OR THAT THIS INFORMATION IS CURRENT OR UP-TO-DATE. THIS INFORMATION IS SUPPLIED WITH ALL FAULTS.

Queue#	Application Date	Tier	QF Status	MW	Energy Source	Point of Interconnection	Substation	County	Customer Requested	Status
									Commercial Operation Date	
SPQ0001	4/20/2015	Tier 4	QF	0.5	Solar	Willamina-Buell	Willamina	Polk		Withdrawn
SPQ0002	6/5/2015	Tier 4	QF	2.2	Solar	Grand Ronde-Fort Hill	Grand Ronde	Polk		Completed
SPQ0003	7/21/2015	Tier 4	QF	2.2	Solar	Waconda 13	Waconda	Marion		Completed
SPQ0004	7/23/2015	Tier 4	QF	2.2	Solar	Sheridan-Kadell	Sheridan	Polk		Completed
SPQ0005	8/29/2015	Tier 4	QF	2.2	Solar	Silverton-North	Silverton	Marion		Completed
SPQ0006	9/2/2016	Tier 4	QF	2.2	Solar	Turner-Cascade	Turner	Marion		Completed
SPQ0007	1/25/2016	Tier 4	QF	2.2	Solar	Silverton-West	Silverton	Marion	4/1/2019	Under Construction
SPQ0008	3/12/2016	Tier 4	QF	2.2	Solar	Silverton-West	Silverton	Marion	4/5/2019	Under Construction
SPQ0009	4/7/2016	Tier 4	QF	2.2	Solar	Banks-13	Banks	Yamhill		Withdrawn
SPQ0010	4/20/2016	Tier 4	QF	3.03	Solar	Dunns Corner-13	Dunns Corner	Clackamas	12/31/2018	Final Accounting
SPQ0011	4/20/2016	Tier 4	QF	2.2	Solar	Sheridan-East	Sheridan	Polk	6/1/2019	Completed
SPQ0012	4/28/2016	Tier 4	QF	10	Solar	Sheridan-Kadell	Sheridan	Yamhill	5/24/2019	Interconnection Agreement
SPQ0013	5/4/2016	Tier 4	QF	10	Solar	Sandy-13	Sandy	Clackamas	11/30/2019	Under Construction
SPQ0014	4/29/2016	Tier 4	QF	10	Solar	Estacada-13	Estacada	Clackamas	11/24/2019	Under Construction
SPQ0015	4/29/2016	Tier 4	QF	2.19	Solar	Springbrook-Zimri	Springbrook	Yamhill	9/26/2019	Withdrawn
SPQ0016	4/29/2016	Tier 4	QF	6	Solar	Amity-13	Amity	Yamhill	1/31/2020	Withdrawn
SPQ0017	4/30/2016	Tier 4	QF	2.2	Solar	Scoggins-Laurelwood	Scoggins	Yamhill	1/26/2019	Under Construction
SPQ0018	4/30/2016	Tier 4	QF	2.2	Solar	St Louis-West	St Louis	Marion	10/31/2019	Under Construction
SPQ0019	7/23/2015	Tier 4	QF	2.2	Solar	Dayton-S&W	Dayton	Yamhill		Completed
SPQ0020	4/30/2016	Tier 4	QF	2.2	Solar	Barnes-Battle Creek	Barnes	Marion	2/26/2019	Under Construction
SPQ0021	6/17/2016	Tier 4	QF	2.2	Solar	Indian-North	Indian	Marion	10/31/2018	Completed
SPQ0022	6/17/2016	Tier 4	QF	2.2	Solar	Willamina-Buell	Willamina	Yamhill	2/26/2019	Under Construction
SPQ0022A	6/17/2016	Tier 4	QF	2.2	Solar	St Louis-North	St Louis	Marion	2/26/2019	Under Construction
SPQ0023	7/23/2015	Tier 4	QF	2.2	Solar	Colton-Dhoogie	Colton	Marion		Completed
SPQ0024	7/23/2015	Tier 4	QF	2.2	Solar	Wallace-13	Wallace	Marion		Completed
SPQ0025	4/30/2016	Tier 4	QF	2.2	Solar	Dayton-S&W	Dayton	Yamhill	5/24/2019	Under Construction
SPQ0026	7/23/2015	Tier 4	QF	2.2	Solar	Eagle Creek-River Mill	Eagle Creek	Clackamas	6/8/2018	Withdrawn
SPQ0027	8/17/2016	Tier 4	QF	2.2	Solar	Estacada-Faraday	Estacada	Clackamas	9/7/2018	Under Construction
SPQ0028	8/17/2016	Tier 4	QF	2.2	Solar	Waconda 13	Waconda	Marion	8/1/2020	Under Construction
SPQ0029	8/26/2016	Tier 4	QF	10	Solar	Brightwood-North Bank	Brightwood	Clackamas	9/30/2020	Under Construction
SPQ0030	9/7/2016	Tier 4	QF	1.85	Solar	Sandy-Wildcat	Sandy	Clackamas	12/1/2018	Under Construction
SPQ0031	9/23/2016	Tier 4	QF	2.2	Solar	Colton-Greys Hill	Colton	Clackamas	9/4/2020	Under Construction
SPQ0032	9/23/2016	Tier 4	QF	2.2	Solar	Mt Angel-West	Mt Angel	Marion	1/17/2020	Under Construction
SPQ0033	9/23/2016	Tier 4	QF	2.2	Solar	St Louis-West	St Louis	Marion	12/16/2019	Withdrawn
SPQ0034	9/23/2016	Tier 4	QF	2.2	Solar	Amity-13	Amity	Yamhill	12/16/2019	Withdrawn
SPQ0035	9/23/2016	Tier 4	QF	2.2	Solar	Liberal-13	Liberal	Clackamas	4/20/2020	Under Construction
SPQ0036	9/23/2016	Tier 4	QF	2.2	Solar	Middle Grove-Cordon	Middle Grove	Marion	7/5/2019	Under Construction
SPQ0037	9/23/2016	Tier 4	QF	2.2	Solar	Scotts Mills 13	Scotts Mills	Marion		Withdrawn
SPQ0038	11/9/2016	Tier 4	QF	2.2	Solar	Molalla-Marquam	Molalla	Clackamas	6/28/2019	Under Construction
SPQ0039	11/9/2016	Tier 4	QF	2.2	Solar	Dayton-S&W	Dayton	Yamhill	11/29/2019	Under Construction
SPQ0040	11/29/2016	Tier 4	QF	2.5	Solar	Turner-13	Turner	Marion		Withdrawn
SPQ0041	11/29/2016	Tier 4	QF	2.5	Solar	Turner-13	Turner	Marion		Withdrawn
SPQ0042	12/22/2016	Tier 4	QF	2.29	Solar	Dilley-13	Dilley	Yamhill	9/26/2019	Withdrawn
SPQ0043	12/20/2016	Tier 4	QF	10	Solar	Brightwood-Rhododendron	Brightwood	Clackamas	9/30/2019	Withdrawn
SPQ0044	1/27/2017	Tier 4	QF	2.2	Solar	Yamhill-Yamhill 13	Yamhill	Yamhill	12/1/2018	Withdrawn
SPQ0045	1/27/2017	Tier 4	QF	0.94	Solar	Indian-North	Indian	Marion	6/20/2019	Final Accounting
SPQ0046	1/30/2017	Tier 4	QF	2.5	Solar	Scotts Mills 13	Scotts Mills	Marion	2/3/2020	System Impact Study
SPQ0047	1/30/2017	Tier 4	QF	2.5	Solar	Colton-Greys Hill	Colton	Clackamas	4/13/2020	Withdrawn
SPQ0048	1/30/2017	Tier 4	QF	2.5	Solar	Waconda 13	Waconda	Marion	2/18/2021	Withdrawn
SPQ0049	3/31/2017	Tier 4	QF	4	Solar	Boring-City	Boring	Clackamas	3/31/2020	Under Construction
SPQ0050	3/31/2017	Tier 4	QF	2	Solar	Boring-City	Boring	Clackamas		Withdrawn
SPQ0051	10/20/2017	Tier 4	QF	2	Solar	Dunns Corner-13	Dunns Corner	Clackamas		Withdrawn
SPQ0052	3/31/2017	Tier 4	QF	2	Solar	Liberal-13	Liberal	Clackamas		Withdrawn
SPQ0053	3/31/2017	Tier 2	QF	2	Solar	Liberal-13	Liberal	Clackamas		Withdrawn
SPQ0054	3/31/2017	Tier 2	QF	2	Solar	Scotts Mills 13	Scotts Mills	Marion		Withdrawn
SPQ0055	3/31/2017	Tier 4	QF	4	Solar	Mt Angel-West	Mt Angel	Marion		Withdrawn
SPQ0056	3/31/2017	Tier 2	QF	2	Solar	St Louis-East	St Louis	Marion	12/17/2018	Under Construction
SPQ0057	3/31/2017	Tier 2	QF	2	Solar	St Louis-East	St Louis	Marion	12/17/2018	Withdrawn
SPQ0058	4/3/2017	Tier 4	QF	2.2	Solar	Sheridan-Kadell	Sheridan	Yamhill	11/16/2019	Under Construction
SPQ0059	4/6/2017	Tier 4	QF	8	Solar	Bethel-Mt Angel	Bethel	Marion		Withdrawn
SPQ0060	4/6/2017	Tier 4	QF	6	Solar	Dunns Corner-13	Dunns Corner	Clackamas		Withdrawn
SPQ0061	4/13/2017	Tier 2	QF	2	Solar	Banks-13	Banks	Washington		Withdrawn
SPQ0062	4/13/2017	Tier 4	QF	4	Solar	Banks-13	Banks	Washington		Withdrawn
SPQ0063	4/13/2017	Tier 2	QF	2	Solar	North Marion-Hubbard	North Marion	Marion		Withdrawn
SPQ0064	4/13/2017	Tier 4	QF	5	Solar	North Marion-Sullivan	North Marion	Marion		Withdrawn
SPQ0065	4/13/2017	Tier 2	QF	2	Solar	Fargo-13	Fargo	Marion	12/17/2018	Under Construction
SPQ0066	4/13/2017	Tier 4	QF	2	Solar	Middle Grove-Cordon	Middle Grove	Marion	2/17/2020	Under Construction
SPQ0067	4/19/2017	Tier 4	QF	2.55	Solar	Dunns Corner-Kelso	Dunns Corner	Clackamas	1/8/2020	Under Construction
SPQ0068	4/19/2017	Tier 4	QF	2.5	Solar	Dayton-Lafayette	Dayton	Yamhill	5/1/2020	Withdrawn
SPQ0069	5/9/2017	Tier 4	QF	2	Solar	Molalla-Marquam	Molalla	Clackamas	11/15/2019	Under Construction
SPQ0070	6/1/2017	Tier 4	QF	1.85	Solar	Dunns Corner-13	Dunns Corner	Clackamas	2/17/2020	Under Construction
SPQ0071	6/1/2017	Tier 4	QF	1.85	Solar	Dunns Corner-13	Dunns Corner	Clackamas	12/2/2019	On Hold
SPQ0072	6/12/2017	Tier 4	QF	2.97	Solar	Molalla-Marquam	Molalla	Clackamas		Withdrawn
SPQ0073	6/12/2017	Tier 4	QF	2.97	Solar	Scotts Mills 13	Scotts Mills	Marion		Withdrawn
SPQ0074	6/12/2017	Tier 4	QF	2.97	Solar	Scotts Mills 13	Scotts Mills	Marion		Withdrawn
SPQ0075	5/9/2017	Tier 4	QF	2	Solar	Woodburn-East	Woodburn	Marion	2/7/2020	Under Construction
SPQ0076	6/15/2017	Tier 2	QF	2	Solar	Molalla-Marquam	Molalla	Clackamas		Withdrawn
SPQ0077	6/15/2017	Tier 2	QF	2	Solar	Sandy-362ND	Sandy	Clackamas		Withdrawn
SPQ0078	6/15/2017	Tier 2	QF	2	Solar	Sandy-362ND	Sandy	Clackamas		Withdrawn
SPQ0079	6/15/2017	Tier 4	QF	2	Solar	Canby-Butteville	Canby	Clackamas		Withdrawn

SPQ0080	10/20/2017	Tier 4	QF	4	Solar	Yamhill-Carlton	Yamhill	Yamhill		Withdrawn
SPQ0081	6/15/2017	Tier 2	QF	2	Solar	Yamhill-Carlton	Yamhill	Yamhill		Withdrawn
SPQ0082	6/21/2017	Tier 4	QF	2.97	Solar	Molalla-Marquam	Molalla	Clackamas		Withdrawn
SPQ0083	6/21/2017	Tier 4	QF	3	Solar	Canby-Zimmerman	Canby	Clackamas		Withdrawn
SPQ0084	7/19/2017	Tier 3	Other	3	Diesel	Shute	Shute	Washington	2/19/2019	Under Construction
SPQ0085	7/11/2017	Tier 4	QF	2.97	Solar	Molalla-Forest	Molalla	Clackamas		Withdrawn
SPQ0085a	7/14/2017	Tier 4	QF	10	Solar	Liberal-13	Liberal	Clackamas		Withdrawn
SPQ0085b	7/14/2017	Tier 4	QF	5	Solar	Eagle Creek-River Mill	Eagle Creek	Clackamas		Withdrawn
SPQ0085c	7/14/2017	Tier 4	QF	2.5	Solar	Turner-Cascade	Turner	Marion		Withdrawn
SPQ0086	7/17/2017	Tier 4	QF	2	Solar	Liberal-13	Liberal	Clackamas	11/15/2019	Under Construction
SPQ0087	7/17/2017	Tier 4	QF	2	Solar	Mt Angel-West	Mt Angel	Marion		Withdrawn
SPQ0088	7/21/2017	Tier 4	QF	1.26	Solar	Unionvale-13	Unionvale	Yamhill	4/16/2019	Withdrawn
SPQ0089	7/21/2017	Tier 4	QF	3	Solar	Unionvale-13	Unionvale	Yamhill		Withdrawn
SPQ0090	7/21/2017	Tier 4	QF	2.79	Solar	Redland-13	Redland	Clackamas	4/26/2019	Under Construction
SPQ0091	7/21/2017	Tier 4	QF	2.97	Solar	Leland-Beavercreek	Leland	Clackamas		Withdrawn
SPQ0092	7/24/2017	Tier 4	QF	2	Solar	Leland-Carus	Leland	Clackamas		Withdrawn
SPQ0093	7/24/2017	Tier 4	QF	2	Solar	Scotts Mills 13	Scotts Mills	Clackamas	2/18/2020	Facility Study
SPQ0094	7/24/2017	Tier 4	QF	2	Solar	Molalla-Marquam	Molalla	Clackamas	11/18/2019	Under Construction
SPQ0095	8/10/2017	Tier 4	QF	2.97	Solar	Silverton-West	Silverton	Marion	8/15/2019	Under Construction
SPQ0096	8/10/2017	Tier 4	QF	2.97	Solar	Willamina-Buell	Willamina	Yamhill		Withdrawn
SPQ0097	8/10/2017	Tier 4	QF	2.97	Solar	Sandy-13	Sandy	Clackamas		Withdrawn
SPQ0098	8/10/2017	Tier 4	QF	2.16	Solar	Wilsonville-Charbonneau	Wilsonville	Marion	9/30/2020	Under Construction
SPQ0099	8/10/2017	Tier 4	QF	4	Solar	Amity-Bellevue	Amity	Yamhill		Withdrawn
SPQ0100	8/10/2017	Tier 4	QF	2.97	Solar	Eagle Creek-River Mill	Eagle Creek	Clackamas		Withdrawn
SPQ0101	8/10/2017	Tier 4	QF	2.97	Solar	Willamina-Bridge	Willamina	Polk	3/12/2019	Under Construction
SPQ0102	8/21/2017	Tier 4	QF	2.565	Solar	Dunns Corner-13	Dunns Corner	Clackamas	11/29/2019	Under Construction
SPQ0103	8/21/2017	Tier 4	QF	2.97	Solar	Indian-North	Indian	Marion		Withdrawn
SPQ0104	8/21/2017	Tier 4	QF	2.97	Solar	Carver-13	Carver	Clackamas		Withdrawn
SPQ0105	8/21/2017	Tier 4	QF	2.97	Solar	Cornelius-Verboort	Cornelius	Washington		Withdrawn
SPQ0106	8/21/2017	Tier 4	QF	3	Solar	Sheridan-East	Sheridan	Yamhill	2/18/2020	Under Construction
SPQ0107	9/5/2017	Tier 4	QF	2.97	Solar	Six Corners-Borchers	Six Corners	Washington		Withdrawn
SPQ0108	9/5/2017	Tier 4	QF	2.97	Solar	Molalla-Yoder	Molalla	Clackamas	4/28/2019	Under Construction
SPQ0109	9/5/2017	Tier 4	QF	2.97	Solar	Sandy-Wildcat	Sandy	Clackamas		Withdrawn
SPQ0110	9/1/2017	Tier 4	QF	1.85	Solar	Silverton-West	Silverton	Marion		Withdrawn
SPQ0111	7/14/2017	Tier 4	QF	2.2	Solar	Molalla-Marquam	Molalla	Clackamas		Withdrawn
SPQ0112	11/6/2017	Tier 4	QF	4	Solar	Turner-13	Turner	Marion		Withdrawn
SPQ0113	12/7/2017	Tier 4	QF	3	Solar	Silverton-West	Silverton	Marion		Withdrawn
SPQ0114	12/7/2017	Tier 4	QF	2.97	Solar	Molalla-Forest	Molalla	Clackamas		Withdrawn
SPQ0115	12/7/2017	Tier 4	QF	2.97	Solar	Willamina-Bridge	Willamina	Polk		Withdrawn
SPQ0116	12/7/2017	Tier 4	QF	2.97	Solar	Willamina-Bridge	Willamina	Polk		Withdrawn
SPQ0117	12/7/2017	Tier 4	QF	2.97	Solar	Willamina-Buell	Willamina	Yamhill		Withdrawn
SPQ0118	12/1/2017	Tier 4	QF	2.2	Solar	Molalla-Forest	Molalla	Clackamas		Withdrawn
SPQ0119	12/7/2017	Tier 4	QF	3	Solar	Amity-13	Amity	Yamhill		Withdrawn
SPQ0120	12/7/2017	Tier 4	QF	3	Solar	Turner-13	Turner	Marion		Withdrawn
SPQ0121	12/7/2017	Tier 4	QF	2.16	Solar	Willamina-Buell	Willamina	Yamhill		Withdrawn
SPQ0122	12/13/2017	Tier 4	QF	2	Solar	Wallace-13	Wallace	Polk	3/30/2020	Withdrawn
SPQ0123	12/13/2017	Tier 4	QF	2.5	Solar	Leland-Beavercreek	Leland	Clackamas	12/31/2019	Under Construction
SPQ0124	12/13/2017	Tier 4	QF	2.5	Solar	Molalla-Marquam	Molalla	Clackamas	5/8/2020	Under Construction
SPQ0125	12/13/2017	Tier 4	QF	2	Solar	Woodburn-East	Woodburn	Marion	5/26/2020	Under Construction
SPQ0126	12/13/2017	Tier 4	QF	2.5	Solar	Willamina-Buell	Willamina	Yamhill		Withdrawn
SPQ0127	12/14/2017	Tier 4	QF	2.5	Solar	Willamina-Buell	Willamina	Yamhill		Withdrawn
SPQ0128	12/14/2017	Tier 4	QF	2	Solar	Willamina-Bridge	Willamina	Polk		Withdrawn
SPQ0129	12/14/2017	Tier 4	QF	2.5	Solar	Wallace-13	Wallace	Yamhill		Withdrawn
SPQ0130	12/18/2017	Tier 4	QF	2.5	Solar	Willamina-Buell	Willamina	Yamhill		Withdrawn
SPQ0131	12/18/2017	Tier 4	QF	2.5	Solar	Molalla-Marquam	Molalla	Clackamas	5/6/2020	Under Construction
SPQ0132	1/2/2018	Tier 4	QF	2.97	Solar	Cornelius-Verboort	Cornelius	Washington	2/28/2020	Under Construction
SPQ0133	1/2/2018	Tier 4	QF	2.97	Solar	Sheridan-East	Sheridan	Yamhill		Withdrawn
SPQ0134	1/2/2018	Tier 4	QF	2.16	Solar	Silverton-North	Silverton	Marion		Withdrawn
SPQ0135	1/2/2018	Tier 4	QF	2.97	Solar	Boring-City	Boring	Clackamas		Withdrawn
SPQ0136	1/2/2018	Tier 4	QF	2.97	Solar	Bethel-Geer	Bethel	Marion		Withdrawn
SPQ0137	1/2/2018	Tier 4	QF	2.97	Solar	North Plains-13	North Plains	Washington		Withdrawn
SPQ0138	1/2/2018	Tier 4	QF	2	Solar	Grand Ronde-Agency	Grand Ronde	Polk		Withdrawn
SPQ0139	1/2/2018	Tier 4	QF	2.97	Solar	Woodburn-Tomlin	Woodburn	Marion	9/10/2019	Withdrawn
SPQ0140	1/2/2018	Tier 4	QF	3	Solar	Wallace-13	Wallace	Marion	1/24/2020	System Impact Study
SPQ0141	1/2/2018	Tier 4	QF	3	Solar	Turner-13	Turner	Marion		Withdrawn
SPQ0142	1/2/2018	Tier 4	QF	3	Solar	Waconda-River	Waconda	Marion		Withdrawn
SPQ0143	1/2/2018	Tier 4	QF	2.97	Solar	Canby-Zimmerman	Canby	Clackamas	8/10/2020	Withdrawn
SPQ0144	1/2/2018	Tier 4	QF	2.97	Solar	Turner-Cascade	Turner	Marion		Withdrawn
SPQ0145	1/2/2018	Tier 4	QF	2.97	Solar	Turner-13	Turner	Marion		Withdrawn
SPQ0146	1/2/2018	Tier 4	QF	3	Solar	Silverton-West	Silverton	Marion		Withdrawn
SPQ0147	1/2/2018	Tier 4	QF	1.26	Solar	Unionvale-13	Unionvale	Marion		Withdrawn
SPQ0148	1/21/2018	Tier 4	QF	2.97	Solar	Estacada-13	Estacada	Clackamas		Withdrawn
SPQ0149	1/21/2018	Tier 4	QF	2.97	Solar	Sheridan-Kadell	Sheridan	Yamhill	8/16/2020	Withdrawn
SPQ0150	1/18/2018	Tier 4	QF	0.99	Solar	North Plains-Mason Hill	North Plains	Washington		Withdrawn
SPQ0151	1/18/2018	Tier 4	QF	1.26	Solar	Mill Creek-Eastland	Mill Creek	Marion	6/28/2019	Under Construction
SPQ0152	1/2/2018	Tier 4	QF	2.5	Solar	Willamina-Buell	Willamina	Polk	4/1/2020	Under Construction
SPQ0153	1/15/2018	Tier 4	QF	2.97	Solar	North Plains-13	North Plains	Washington		Withdrawn
SPQ0154	1/15/2018	Tier 4	QF	2.97	Solar	Silverton-West	Silverton	Marion		Withdrawn
SPQ0155	1/15/2018	Tier 4	QF	2.97	Solar	Grand Ronde-Fort Hill	Grand Ronde	Polk		Withdrawn
SPQ0156	1/22/2018	Tier 4	QF	2.5	Solar	Scotts Mills 13	Scotts Mills	Clackamas		Withdrawn
SPQ0157	1/29/2018	Tier 4	QF	2.5	Solar	Newberg-Dundee	Newberg	Yamhill	12/1/2019	Under Construction
SPQ0158	1/29/2018	Tier 4	QF	2.5	Solar	Waconda 13	Waconda	Marion	1/25/2021	Under Construction
SPQ0159	1/31/2018	Tier 4	QF	2.5	Solar	Wallace-13	Wallace	Marion		Withdrawn
SPQ0160	1/31/2018	Tier 4	QF	2.5	Solar	Sheridan-Kadell	Sheridan	Yamhill		Withdrawn
SPQ0161	1/31/2018	Tier 4	QF	2.5	Solar	Redland-Henrici	Redland	Clackamas		Withdrawn
SPQ0162	1/31/2018	Tier 4	QF	2.5	Solar	Willamina-Buell	Willamina	Yamhill		Withdrawn
SPQ0163	2/8/2018	Tier 4	QF	2.5	Solar	Wallace-13	Wallace	Marion		System Impact Study
SPQ0164	2/9/2018	Tier 4	QF	1.75	Solar	Bethel-Geer	Bethel	Marion		Under Construction
SPQ0165	2/14/2018	Tier 4	QF	2.5	Solar	Wallace-13	Wallace	Marion		Withdrawn
SPQ0166	2/14/2018	Tier 4	QF	2.5	Solar	Woodburn-East	Woodburn	Marion	4/27/2020	Under Construction
SPQ0167	3/8/2018	Tier 4	QF	2	Solar	Yamhill-Carlton	Yamhill	Yamhill		Withdrawn

SPQ0168	3/8/2018	Tier 4	QF	1.75	Solar	Grand Ronde-Fort Hill	Grand Ronde	Polk		Withdrawn
SPQ0169	3/1/2018	Tier 4	QF	2.97	Solar	North Plains-13	North Plains	Washington		Withdrawn
SPQ0170	3/1/2018	Tier 4	QF	2.97	Solar	Silverton-West	Silverton	Marion		Withdrawn
SPQ0171	3/1/2018	Tier 4	QF	3	Solar	Molalla-Marquam	Molalla	Clackamas		Withdrawn
SPQ0172	3/23/2018	Tier 4	QF	2.25	Solar	Waconda 13	Waconda	Marion		On Hold
SPQ0173	4/23/2018	Tier 4	QF	2.97	Solar	Cornelius-Verboort	Cornelius	Washington		Withdrawn
SPQ0174	4/30/2018	Tier 4	Other	0.175	Diesel	Brookwood-13	Brookwood	Washington	1/1/2019	Under Construction
SPQ0175	5/23/2018	Tier 4	QF	2.97	Solar	Canby-13644	Canby	Clackamas		Withdrawn
SPQ0176	6/4/2018	Tier 4	QF	2.56	Solar	Sandy-13	Sandy	Clackamas		Withdrawn
SPQ0177	6/4/2018	Tier 4	QF	3	Solar	Woodburn-Tomlin	Woodburn	Marion		Withdrawn
SPQ0178	6/4/2018	Tier 4	QF	2.2	Solar	Leland-Beavercreek	Leland	Clackamas		Withdrawn
SPQ0179	1/15/2018	Tier 4	QF	2.565	Solar	Grand Ronde-Fort Hill	Grand Ronde	Polk		Under Construction
SPQ0180	7/3/2018	Tier 4	QF	2.565	Solar	Estacada-13	Estacada	Clackamas		Interconnection Agreement
SPQ0181	7/16/2018	Tier 4	QF	2.5	Solar	Yamhill-Yamhill 13	Yamhill	Yamhill		System Impact Study
SPQ0182	7/27/2018	Tier 4	QF	2.22	Solar	Dayton-East	Dayton	Yamhill	12/31/2019	Interconnection Agreement
SPQ0183	9/18/2018	Tier 2	QF	1.5	Solar	Liberal-13	Liberal	Clackamas		Withdrawn
SPQ0184	7/31/2018	Tier 4	QF	3	Solar	Yamhill-Carlton	Yamhill	Yamhill		Withdrawn
SPQ0185	8/9/2018	Tier 4	QF	2.16	Solar	Yamhill-Carlton	Yamhill	Yamhill		Withdrawn
SPQ0186	8/9/2018	Tier 4	QF	2.97	Solar	Mt Angel-West	Mt Angel	Marion		Interconnection Agreement
SPQ0187	8/9/2018	Tier 4	QF	2.97	Solar	Scoggins-Laurelwood	Scoggins	Yamhill		Withdrawn
SPQ0188	8/9/2018	Tier 4	QF	1.98	Solar	Liberal-13	Liberal	Clackamas		Withdrawn
SPQ0189	8/14/2018	Tier 4	QF	2.5	Solar	Carver-13	Carver	Clackamas		Withdrawn
SPQ0190	8/16/2018	Tier 4	QF	1.8	Solar	North Plains-13	North Plains	Washington		Under Construction
SPQ0191	8/21/2018	Tier 4	QF	2.5	Solar	Leland-Carus	Leland	Clackamas		System Impact Study
SPQ0192	9/17/2018	Tier 4	QF	1.5	Solar	Liberal-13	Liberal	Clackamas		Withdrawn
SPQ0193	10/11/2018	Tier 4	QF	1.98	Solar	Canby-Zimmerman	Canby	Clackamas		Facility Study
SPQ0194	10/11/2018	Tier 4	QF	2.16	Solar	Waconda-River	Waconda	Marion		Withdrawn
SPQ0195	10/11/2018	Tier 4	QF	2.56	Solar	Silverton-West	Silverton	Marion		Withdrawn
SPQ0196	10/11/2018	Tier 4	QF	1.26	Solar	Molalla-Forest	Molalla	Clackamas		Withdrawn
SPQ0197	10/17/2018	Tier 4	QF	1.8	Solar	Amity-13	Amity	Yamhill		Withdrawn
SPQ0198	10/17/2018	Tier 4	QF	1.8	Solar	Redland-Henrici	Redland	Clackamas		Withdrawn
SPQ0199	10/17/2018	Tier 4	QF	1.8	Solar	Wallace-13	Wallace	Marion		Withdrawn
SPQ0200	10/17/2018	Tier 4	QF	2.97	Solar	Molalla-Marquam	Molalla	Clackamas		Withdrawn
SPQ0201	10/17/2018	Tier 4	QF	2.97	Solar	Leland-Carus	Leland	Clackamas		Withdrawn
SPQ0202	10/17/2018	Tier 4	QF	2.565	Solar	Sandy-13	Sandy	Clackamas		Withdrawn
SPQ0203	11/5/2018	Tier 4	QF	20	Solar	Grand-Ronde-Sheridan	Grand Ronde	Washington		Withdrawn
SPQ0204	11/7/2018	Tier 4	QF	20	Solar	Chemawa BPA-Dayton	Dayton	Marion		Withdrawn
SPQ0205	11/13/2018	Tier 4	QF	20	Solar	Banks-Orengo	Banks	Yamhill		Withdrawn
SPQ0206	11/13/2018	Tier 4	QF	20	Solar	Leland-Molalla	Leland	Clackamas		Withdrawn
SPQ0207	11/30/2018	Tier 4	QF	19.99	Solar	Chemawa BPA-Dayton	Dayton	Marion		Withdrawn
SPQ0208	11/30/2018	Tier 4	QF	19.99	Solar	Grand-Ronde-Sheridan	Grand Ronde	Yamhill		Withdrawn
SPQ0209	11/30/2018	Tier 4	QF	19.99	Solar	Leland-Molalla	Leland	Clackamas		Withdrawn
SPQ0210	11/30/2018	Tier 4	QF	19.99	Solar	Banks-Orengo	Banks	Washington		Withdrawn
SPQ0211	12/7/2018	Tier 4	QF	2.99	Solar	Woodburn-Tomlin	Woodburn	Marion		Withdrawn
SPQ0212	1/9/2019	Tier 1	Other	0.00	Other	Harrison-13	Harrison	Multnomah		Under Construction
SPQ0213	1/11/2019	Tier 4	QF	2.2	Solar	Leland-Beavercreek	Leland	Clackamas		Withdrawn
SPQ0214	1/11/2019	Tier 4	QF	2.2	Solar	Willamina-Buell	Willamina	Yamhill		Withdrawn
SPQ0215	1/11/2019	Tier 4	QF	3.44	Solar	Banks-13	Banks	Washington	4/15/2020	Withdrawn
SPQ0216	2/4/2019	Tier 4	QF	2.2	Solar	Molalla-Forest	Molalla	Clackamas		Withdrawn
SPQ0217	3/7/2019	Tier 4	QF	2.99	Solar	Woodburn-Tomlin	Woodburn	Marion	12/31/2019	Under Construction
SPQ0218	3/19/2019	Tier 2	QF	0.04	Solar	Arleta-Harold	Arleta	Multnomah	12/3/2019	Interconnection Agreement
SPQ0219	3/13/2019	Tier 4	QF	2.42	Solar	Amity-13	Amity	Yamhill	12/1/2020	Feasibility Study
SPQ0220	4/12/2019	Tier 4	QF	1.26	Solar	Molalla-Forest	Molalla	Clackamas	10/15/2020	System Impact Study
SPQ0221	3/14/2019	Tier 4	QF	0.00	Solar	Sunset WR1,2,3,4	Sunset WR1,2,3,4	Washington	3/31/2020	Feasibility Study