



ALISHA TILL
Direct (503) 290-3628
alisha@mrg-law.com

December 4, 2019

VIA ELECTRONIC FILING

PUC Filing Center
Public Utility Commission of Oregon
PO Box 1088
Salem, OR 97308-1088

**Re: Docket UM 2009: In the Matter of the Complaint of Madras PV1, LLC, against
Portland General Electric Company.**

Attention Filing Center:

Attached for filing in the above-captioned docket is Portland General Electric Company's Reply in Support of the Motion to Strike Testimony or in the Alternative Require Amendment of Complaint.

Please contact this office with any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Alisha Till'.

Alisha Till
Paralegal

Attachment

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 2009

Madras PV1, LLC,
Complainant,

v.

Portland General Electric Company,
Defendant.

**PORTLAND GENERAL ELECTRIC
COMPANY’S REPLY IN SUPPORT
OF MOTION TO STRIKE
TESTIMONY OR IN THE
ALTERNATIVE REQUIRE
AMENDMENT OF COMPLAINT**

1 In its Motion to Strike Testimony or in the Alternative Require Amendment of Complaint
2 (PGE’s Motion or Motion) Portland General Electric Company (PGE or Company) requests that
3 the Public Utility Commission of Oregon (Commission) strike voluminous testimony filed by
4 Madras PV1, LLC (Madras Solar) laying out its criticisms of interconnection studies performed
5 by PGE, even though Madras Solar’s Complaint does not assert an interconnection dispute.¹ PGE
6 asked the Commission to order this testimony stricken or, in the alternative, to require Madras
7 Solar to amend its Complaint to present the disputed interconnection issues for resolution.
8 Principles of efficiency and fairness require that PGE’s Motion be granted.

9 Madras Solar argues that its extensive testimony regarding the substance of the
10 interconnection disputes is relevant because it provides “context” regarding the power purchase
11 agreement (PPA) disputes—specifically, context to show (1) the alleged delays in Madras Solar’s
12 interconnection process, (2) the existence of a significant interconnection dispute between the

¹ See, e.g., Madras Solar’s Response to PGE’s Motion to Strike (Response) at 17 (Nov. 26, 2019) (“Madras Solar has been clear that it is *not* asking the Commission to resolve an interconnection dispute in the case.”) (emphasis original).

1 parties, and (3) the parties’ disagreement regarding PPA terms that require Madras Solar to receive
2 Network Resource Interconnection Service (NRIS). However, as explained in detail in this Reply,
3 the record is replete with “context” for all the presently disputed issues, even without the testimony
4 that PGE seeks to strike. On the other hand, the testimony PGE requests to strike goes to the
5 substance of an as-yet-unasserted interconnection dispute and adds little if any probative value to
6 the issues Madras Solar chose to plead in this case.

7 More concerningly, Madras Solar asserts that the testimony cannot be stricken because the
8 Commission must “exhaustively review”² and all but decide Madras Solar’s various substantive
9 and methodological contentions regarding the interconnection studies in order to find that PGE
10 behaved unreasonably—while simultaneously insisting that the Commission *decline to resolve*
11 Madras Solar’s interconnection disputes. Thus, Madras Solar wants this Commission to carefully
12 consider complicated and technical interconnection issues, yet only insofar as doing so allows the
13 Commission to determine that PGE behaved unreasonably, and to somehow rely upon this
14 determination of purported unreasonableness to decide the narrow issue actually presented in this
15 case: the appropriate PPA terms. Madras Solar’s position is plainly circular, grossly inefficient,
16 and unnecessarily burdensome for all involved.

17 Indeed, it appears that Madras Solar’s efforts to litigate *but not resolve* the interconnection
18 disputes may be an attempt to prejudice the record against PGE, while at the same time preserving
19 the interconnection dispute for future FERC litigation. Over the course of this case, Madras Solar
20 has asserted both that its interconnection should be considered state-jurisdictional such that this

² Response at 16.

1 Commission would resolve any interconnection-related disputes,³ and also that it intends to seek
2 FERC resolution of its interconnection dispute.⁴ On this point, Madras Solar has explained that it
3 may decide to “pursue processes other than those available in this proceeding . . . such as the
4 dispute resolution processes under PGE’s OATT,” which is FERC-jurisdictional.⁵ And when
5 asked whether it is “still reserving the right to seek FERC jurisdiction over any interconnection-
6 related dispute,” Madras Solar offered an equivocal non-response that it “cannot predict how
7 events will unfold.”⁶

8 Madras Solar’s approach to this case would force PGE and this Commission to expend
9 significant time and resources litigating the interconnection issues, while also keeping open
10 Madras Solar’s options to later challenge the Commission’s interconnection policies and PGE’s
11 interconnection studies at FERC—thus requiring PGE to re-litigate the same issues presented by
12 Madras Solar’s Reply Testimony in this case. Madras Solar’s Response to PGE’s Motion makes
13 clear that Madras Solar seeks to fully air its interconnection disputes in this case while preventing
14 PGE from receiving an efficient and binding resolution, and depriving the Commission of an
15 opportunity to resolve issues plainly within its jurisdiction.

16 Madras Solar’s efforts should be rejected as a waste of Commission and party resources

³ See, e.g., Madras Solar’s Response to PGE’s Motion to Designate as Major Proceeding at 4 (Aug. 12, 2019) (“Madras Solar . . . does not object to the Oregon Commission resolving any interconnection related disputes, subject to the normal appellate and review processes that would govern any PURPA matter.”); Madras Solar/300, Rogers/6 (asserting that Madras Solar is “willing . . . to submit that its interconnection be considered state-jurisdictional”).

⁴ See, e.g., Complaint at 17 (“Any dispute over the need and cost for any network transmission upgrades will need to be resolved by FERC.”); Madras Solar/300, Rogers/28-29 (“[T]here are strong arguments to be made that FERC, rather than the Commission, is the proper venue to adjudicate any potential interconnection-related dispute.”).

⁵ Response at 19. See also Madras Solar/300, Rogers/25 (“Madras Solar was attempting to codify into the PPA the fact that either the Commission *or* FERC might find that all or a portion of the network upgrades should be credited.”) (emphasis added).

⁶ Madras Solar/300, Rogers/29.

1 and a blatant attempt at forum shopping. Instead, the Commission should clarify the scope of this
2 case by either (1) granting PGE’s Motion to Strike and proceeding to resolve the narrow PPA
3 dispute that Madras Solar filed, or (2) requiring Madras Solar to present its long-standing
4 interconnection dispute now so the PPA terms and avoided cost pricing can appropriately account
5 for the resolution of the interconnection and deliverability issues.

I. DISCUSSION

A. **Madras Solar’s substantive interconnection testimony does not provide necessary context to the PPA disputes.**

Madras Solar contends that its testimony should not be stricken because it provides “context” regarding three PPA-related issues in this case:⁷

- 1) alleged interconnection delays, which Madras Solar contends should impact the avoided cost prices for which Madras Solar is eligible;
- 2) the likelihood that Madras Solar will need to initiate an interconnection dispute, which Madras Solar claims the Commission must understand in order to determine an appropriate PPA milestone related to execution of an interconnection agreement; and
- 3) whether the PPA should include PGE’s proposed contract provisions requiring Madras Solar to receive and pay for NRIS.⁸

However, contrary to Madras Solar’s claims, the record contains ample information to provide background and “context” regarding these issues. Notably, the vast majority of citations in Madras Solar’s own Factual Background section⁹ are to portions of its Reply Testimony that PGE does *not* seek to strike—indicating that the testimony to be stricken is ancillary at best, even in Madras Solar’s own recitation of the relevant information.

⁷ Response at 2.

⁸ Response at 1-2; *see also* Response at 11.

⁹ *See* Response at 4-8.

1 **1. *The record contains ample evidence regarding Madras Solar’s allegations of***
2 ***interconnection delays.***

3 Madras Solar argues that a detailed explanation of its interconnection disputes with PGE
4 provides “context for why Madras Solar believes that PGE’s delays in negotiating the PPA w[ere]
5 wholly unjustified.”¹⁰ But Madras Solar’s concerns are baseless because *every step in Madras*
6 *Solar’s interconnection timeline is already reflected in the record in the portions of Madras*
7 *Solar’s own testimony that PGE does not seek to strike.*¹¹ In addition to the recitation in the
8 testimony itself, exhibits to Madras Solar’s Reply Testimony that PGE does not request to strike
9 also include copies of all Madras Solar’s interconnection studies to-date,¹² as well as the parties’
10 communications about the study process, timelines, and disagreements.¹³

11 Thus, to the extent that alleged delays in the interconnection process are relevant to
12 determining the appropriate avoided cost prices—a point that PGE does not concede—that
13 information is fully reflected in the record without the testimony PGE seeks to strike. For example,
14 if Madras Solar hypothetically were to argue that it would have executed a PPA six months sooner
15 had PGE not conducted a revised System Impact Study, the Commission could evaluate the record

¹⁰ Response at 2.

¹¹ See, e.g., Madras Solar/200, Rogers/6-7 (providing the date on which Madras Solar initially submitted its interconnection request and the time elapsed before Madras Solar received its Feasibility Study); Madras Solar/300, Rogers/3 (explaining time elapsed since Madras Solar submitted its interconnection application and evolution of interconnection cost estimates over time); Madras Solar/300, Rogers/22-23 (describing delays in issuing Feasibility Study); Madras Solar/300, Rogers/31 (providing date on which initial Feasibility Study was issued); Madras Solar/300, Rogers/33-35 (providing date on which Madras Solar and PGE Transmission met to discuss Feasibility Study, date on which PGE issued revised Feasibility Study and resulting cost reduction, and date on which Madras Solar executed System Impact Study Agreement); Madras Solar/300, Rogers/44 (providing date on which PGE issued initial System Impact Study and costs estimated in that study); Madras Solar/300, Rogers/48 (providing date on which PGE issued revised System Impact Study and costs estimated in that study); Madras Solar/300, Rogers/61 (indicating that Madras Solar is currently in the Facilities Study process); Madras Solar/300, Rogers/75 (indicating timeline identified in revised System Impact Study for construction of required upgrades).

¹² Madras Solar/304 (Feasibility Study); Madras Solar/305 (Amended Feasibility Study); Madras Solar/306 (System Impact Study); Madras Solar/307 (Revised System Impact Study).

¹³ Madras Solar/303, Rogers/1-3, 6-7, 14-18, 53-54, 63-68, 73-74 (attaching communications between PGE Transmission and Madras Solar regarding interconnection study process and timelines).

1 regarding the entirety of the parties’ interactions—including the dates on which the original and
2 revised System Impact Studies were provided—and determine whether Madras Solar’s argument
3 has merit.

4 Moreover, the presentation of Madras Solar’s interconnection process and timeline in the
5 record will not be altered by striking the significant detail and technical information about Madras
6 Solar’s disagreements with the results of its interconnection studies. Whether PGE correctly
7 identified the upgrades included in its revised System Impact Study—the subject of a significant
8 portion of Dr. Yang’s testimony—is wholly irrelevant to determining whether Madras Solar’s
9 interconnection process was delayed. In fact, the allegations of delay will be easier to review and
10 understand if they are not hidden amongst the significant detail regarding the substance of the
11 interconnection disputes that Madras Solar offers in its Reply Testimony.

12 **2. *The record contains ample evidence regarding the existence of an interconnection***
13 ***dispute.***

14 Madras Solar also asserts that its proffered testimony is necessary “context as to why
15 PGE’s proposed interconnection agreement milestone is unreasonable.”¹⁴ PGE proposed that
16 Madras Solar’s PPA require it to execute an interconnection agreement by September 1, 2020, and
17 that this obligation could be tolled for up to one year if PGE Transmission delayed issuing the
18 Facilities Study report or Madras Solar initiated an interconnection dispute.¹⁵ Madras Solar’s
19 position is that the PPA should not require execution of an interconnection agreement until 30 days
20 after Madras Solar reaches agreement with PGE regarding the interconnection facilities and costs

¹⁴ Response at 3; *see also* Response at 12-13.

¹⁵ PGE’s Answer and Counterclaim, Confidential Attach. A, PGE’s Proposed PPA Section 2.1 (June 11, 2019).

1 or resolves the interconnection dispute through litigation.¹⁶ In its Response to the Motion to Strike,
2 Madras Solar clarifies that the Commission is simply being asked to “acknowledge the significance
3 of the dispute,” but not to “weigh in on the substance.”¹⁷

4 PGE agrees that, in determining the appropriate interconnection milestone, it may be
5 relevant for the Commission to consider whether there is likely to be an interconnection dispute
6 and whether any such dispute is likely to take a long time to resolve. However, this information
7 is readily available in the record without the testimony PGE seeks to strike. There is no dispute
8 that the parties have disagreed for almost two years regarding the appropriate interconnection
9 arrangements for Madras Solar and that such disagreement is unlikely to be resolved without
10 litigation, which so far Madras Solar has refused to initiate.¹⁸

11 For example, Madras Solar’s Initial Testimony of Nathan Rogers conveys that Madras
12 Solar wrote to PGE on May 4, 2018, to explain that Madras Solar had experienced delays in its
13 interconnection process.¹⁹ Mr. Rogers testified:

14 *The details of that [interconnection] dispute may not be essential to go into at this*
15 *time*, but that dispute deals with whether PGE or Madras Solar is responsible for
16 certain very significant, costly transmission system upgrades and whether such
17 upgrades are actually even legitimately required in the first place.²⁰

¹⁶ Madras Solar/300, Rogers/2 (“In contrast, Madras Solar has proposed to structure the milestone such that Madras Solar shall execute an interconnection agreement with PGE no later than thirty (30) days after Madras Solar and PGE have come to mutual agreement with regard to the form of generation interconnection agreement, including the cost of any network upgrades and/or interconnection facilities, and the timeline for completion of any network upgrades and/or interconnection facilities.”).

¹⁷ Response at 18.

¹⁸ See, e.g., Madras Solar’s Answer to PGE’s Counter-Claims at 4 (Aug. 12, 2019) (characterizing the validity of PGE’s interconnection studies as “the fundamental disagreement” between the parties).

¹⁹ Madras Solar/200, Rogers/8.

²⁰ Madras Solar/200, Rogers/8 (emphasis added).

1 Thus, Madras Solar’s Initial Testimony clearly communicates the existence of a potentially
2 significant interconnection dispute and admits that the details are not essential to the issues
3 presented in its Complaint. PGE’s Response Testimony also explains the extensive back-and-forth
4 between the parties during PPA negotiations regarding the need for Madras Solar to obtain the
5 appropriate type of interconnection service and to bear the resulting interconnection costs.²¹

6 In addition, significant detail regarding Madras Solar’s interconnection disputes and
7 interconnection timeline remains in the portions of Madras Solar’s Reply Testimony that PGE
8 does *not* seek to strike. Mr. Rogers explains that the interconnection cost estimate has decreased
9 significantly but Madras Solar still believes the current interconnection costs to be “significantly
10 over-estimated and, if PGE does not change its position, then Madras Solar will need to litigate
11 the interconnection issues.”²² He details Madras Solar’s disagreements with PGE’s Feasibility
12 and System Impact Studies, PGE’s revisions of these studies, and Madras Solar’s current status in
13 the Facilities Study process.²³ Madras Solar indicates that it does not expect the Facilities Study
14 to remove the upgrades that it finds objectionable,²⁴ and PGE agrees. In sum, the Commission has
15 ample evidence in the record without the testimony that PGE seeks to strike to “acknowledge” the
16 existence of an interconnection dispute and assess the reasonableness of each party’s proposed
17 interconnection milestone.²⁵

18 In contrast, Madras Solar’s extensive testimony regarding the exact nature of the

²¹ See PGE/100, Morton/6-29.

²² Madras Solar/300, Rogers/3.

²³ Madras Solar/300, Rogers/31-35, 44, 48-50, 61 (portions not highlighted in Attachment A to PGE’s Motion to Strike).

²⁴ Response at 7 (“The Facilities Study has not yet been issued, but Madras Solar does not expect PGE to drop its insistence that a series capacitor must be installed or that there are contractual limitations on the Bethel – Round Butte line.”).

²⁵ Response at 18.

1 interconnection dispute is irrelevant and should be stricken because it provides little to no
2 probative value regarding the likelihood of a dispute or the time required to resolve a dispute.
3 Instead, this testimony addresses the merits of the dispute and which party will prevail—issues
4 that Madras Solar has specifically asked the Commission *not* to decide.

5 **3. *The record contains ample evidence regarding the parties’ positions as to the***
6 ***Commission’s requirement that QFs receive and pay for NRIS.***

7 Madras Solar also asserts that its testimony is relevant to determining the appropriateness
8 of PGE’s proposed PPA language (1) memorializing Madras Solar’s intent to obtain state-
9 jurisdictional NRIS and the Commission’s direction that QFs must receive NRIS, (2) providing
10 that Madras Solar’s Fixed Prices are contingent upon receiving and paying for state-jurisdictional
11 NRIS, and (3) obligating Madras Solar to pay for network upgrades required to receive NRIS.²⁶
12 PGE proposed the provisions to protect PGE and its customers in light of the inconsistency and
13 uncertainty regarding Madras Solar’s interconnection service and Madras Solar’s resistance to
14 receiving NRIS. Madras Solar opposes the proposed provisions as “overbroad” and “irrelevant,
15 as Madras Solar has committed to taking NRIS and funding all legitimately-required network
16 upgrades.”²⁷ Madras Solar argues that its testimony regarding the substance of the interconnection
17 disputes provides necessary “context” for why “Madras Solar should only be responsible for costs
18 that are reasonable, justified, and necessary.”²⁸

19 However, in determining whether the NRIS-related PPA terms appropriately implement
20 the Commission’s current interconnection requirements and cost-allocation policy, the
21 Commission need not evaluate the substantial testimony Madras Solar offered regarding the
22 substance of PGE’s interconnection studies and Madras Solar’s objections. PGE has offered

²⁶ Response at 3-4; *see also* PGE’s Answer and Counterclaim, Confidential Attach. A, PGE’s Proposed PPA.

²⁷ Madras Solar/300, Rogers/74.

²⁸ Response at 4.

1 testimony regarding its understanding of the Commission’s current requirements,²⁹ and Madras
2 Solar offered extensive testimony—which PGE does not seek to strike—regarding its
3 disagreement with the Commission’s policy.³⁰ Therefore, to the extent a factual record is required
4 to adjudicate PGE’s proposed terms requiring NRIS, that record is under development and will not
5 be impacted by the Motion to Strike.

6 The testimony PGE seeks to strike—Madras Solar’s extensive testimony about what its
7 NRIS should properly encompass—is not relevant to the Commission’s determination of whether
8 the PPA terms appropriately require Madras Solar to obtain NRIS. If Madras Solar wishes to
9 present a dispute to this Commission regarding the scope and requirements of its state-
10 jurisdictional NRIS, then the parties could litigate that issue at that time. But unless and until such
11 a claim exists in this case, Madras Solar’s voluminous evidence is irrelevant and should be
12 stricken.

13 **B. Any relevance the testimony might have is far outweighed by the prejudice to PGE,**
14 **the burden on the record and the Commission, and the inefficiency of litigating issues**
15 **that the Commission has been asked not to resolve.**

16 Madras Solar argues the testimony should be allowed so the record can be fully developed
17 and “the Commission can then undertake an exhaustive review of the record and arm itself with a
18 holistic view of the parties’ positions and perspectives surrounding the interconnection dispute.”³¹
19 PGE strongly disagrees. Delaying a ruling on the Motion to Strike will not alter the plainly
20 irrelevant nature of Madras Solar’s testimony and would result in a confusing and burdensome
21 record in which technical interconnection issues, not presented to the Commission for decision,
22 dominate the litigation.

23 Madras Solar seeks to minimize the burden its irrelevant testimony will place on PGE,
24 arguing that the Company can simply choose to ignore its presence in the record.³² This position

²⁹ PGE/100, Morton/7.

³⁰ Madras Solar/300, Rogers/15-19.

³¹ Response at 16.

³² Response at 18.

1 is plainly absurd. PGE is not free to leave un rebutted Madras Solar’s serious allegations regarding
2 the integrity of its process and results of its interconnection studies. On the contrary, if the
3 testimony remains in the record, PGE, as a responsible litigant, will be forced to respond in kind.
4 And, as explained in PGE’s Motion,³³ responding to Madras Solar’s extensive, technical testimony
5 regarding the interconnection studies’ methodology and results will be a massive undertaking,
6 requiring significant time from outside legal counsel and an outside expert witness, as well as
7 significant internal PGE time—all at great expense to PGE and its customers.

8 Moreover, retaining the irrelevant testimony will lead to a record that is much longer and
9 more complicated than necessary. Wading through such a record will impose a significant and
10 unnecessary burden on the administrative law judge (ALJ) and the Commission, who are presently
11 tasked with resolving only the narrow PPA-related disputes. A far more efficient use of
12 Commission resources would be to either strike the portions of Madras Solar’s Reply Testimony
13 that do not address the issues currently before the Commission, or to require Madras Solar to
14 present its interconnection disputes for resolution in this case—so that the Commission’s
15 “exhaustive review” of the record would be tied to actually resolving the disputed issues.

16 Finally, Madras Solar relies upon the ALJ’s denial of a motion to strike in the *Blue Marmot*
17 case to support its position that the ALJ should refrain from granting PGE’s Motion to Strike now
18 so that the Commission can determine what weight to give the material later.³⁴ However, Madras
19 Solar’s efforts to analogize the instant Motion to Strike to the one denied in the *Blue Marmot* case
20 are inapposite. In *Blue Marmot*, the motion to strike was premised upon the argument that the
21 Commission lacked jurisdiction to address the issues presented in the testimony requested to be
22 stricken.³⁵ The ALJ denied the motion and deferred a decision on the jurisdictional question to
23 the Commission, concluding that a determination that the Commission lacked jurisdiction and that

³³ PGE’s Motion to Strike at 10 (Nov. 15, 2019).

³⁴ Response at 16-17.

³⁵ *Blue Marmot v. PGE*, Docket UM 1829, ALJ Ruling Denying Motion to Strike at 2 (Mar. 22, 2018).

1 the testimony was therefore irrelevant would have decided the merits of the case in totality.³⁶
2 Here, in contrast, granting PGE’s Motion to Strike would not preemptively resolve the PPA-related
3 issues currently contained in this case, because the testimony to be stricken addresses a separate
4 dispute that is not presented for Commission resolution.

5 **C. If the Commission does not strike Madras Solar’s testimony, the Commission should**
6 **require Madras Solar to amend its Complaint.**

7 In its own words, “Madras Solar has been clear that it is *not* asking the Commission to
8 resolve an interconnection dispute in the case,”³⁷ and that “[t]he Commission is not being asked
9 to weigh in on the substance of the [interconnection] disputes.”³⁸ However, its own statements
10 and actions belie these claims and indicate an intent to effectively litigate the interconnection issues
11 in this proceeding.

12 For instance, Madras Solar asserts that PGE’s offer to stipulate to the existence of a dispute
13 would be acceptable only:

14 if PGE were willing to stipulate that PGE’s willful misconduct or gross negligence
15 in the interconnection process *caused* the delay in the PPA negotiations, and that
16 PGE’s continuing willful misconduct or gross negligence make it unlikely that the
17 interconnection issues can be resolved in time for it to enter into an interconnection
18 agreement within the timeframe required by PGE’s proposed PPA language.³⁹

19 However, if it is not adequate for PGE to stipulate to the existence of a significant interconnection
20 dispute (as PGE offered to do⁴⁰), and instead PGE would need to stipulate to its own “willful
21 misconduct or gross negligence” in order for the record to contain the information that Madras
22 Solar deems necessary for the Commission’s resolution of this case, then it appears that Madras
23 Solar *is* asking the Commission to affirmatively find that PGE has been negligent or engaged in

³⁶ *Id.* at 3.

³⁷ Response at 17.

³⁸ Response at 18.

³⁹ Response at 21 (emphasis original).

⁴⁰ PGE’s Motion to Strike at 6; Declaration of Lisa Rackner ¶¶ 5-6.

1 misconduct in the interconnection process and to take that determination into account in resolving
2 Madras Solar's PPA provisions.

3 If the Commission is going to review Madras Solar's lengthy testimony on these issues,
4 along with PGE's necessarily lengthy responses, and make such a determination, then PGE is
5 entitled to know the exact claims against it in order to prepare its defense. Madras Solar should
6 be required to amend its Complaint to assert its claims with particularity. Alternatively, the
7 Commission could construe Madras Solar's Reply Testimony that raises the interconnection
8 dispute as effectively making such an amendment and put the parties on notice that the
9 Commission will resolve the criticisms presented in Madras Solar's testimony regarding PGE's
10 conduct in the interconnection-process and the validity of PGE's interconnection studies. Either
11 way, if PGE will be forced to defend its interconnection studies from a multitude of attacks, it is
12 reasonable, logical, and efficient for PGE to receive a Commission finding at the end of the process
13 determining whether its studies are reasonable.

14 **II. CONCLUSION**

15 PGE respectfully requests that the Commission strike the portions of Madras Solar's
16 testimony marked in Attachment A to PGE's Motion to Strike, or in the alternative require Madras
17 Solar to seek resolution of its interconnection dispute in this case. Madras Solar's own testimony
18 amply develops the issues currently presented in this case, without the testimony that PGE seeks
19 to strike, and inclusion of the testimony at issue would significantly complicate the record and
20 burden both PGE and the Commission. If the testimony remains in the record, the Commission
21 should reject Madras Solar's efforts to deprive it of jurisdiction and should proceed to efficiently
resolve *all* of the issues raised in Madras Solar's Reply Testimony.

Dated December 4, 2019

McDOWELL RACKNER GIBSON PC



Lisa F. Rackner

Jordan R. Schoonover

419 SW 11th Avenue, Suite 400

Portland, Oregon 97205

Telephone: (503) 595-3925

Facsimile: (503) 595-3928

dockets@mrg-law.com

PORTLAND GENERAL ELECTRIC COMPANY

Donald J. Light

Assistant General Counsel

121 SW Salmon Street, 1WTC1301

Portland, Oregon 97204

Telephone: (503) 464-8315

donald.light@pgn.com

Attorneys for Portland General Electric Company