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October 24, 2019

**VIA ELECTRONIC FILING**

PUC Filing Center  
Public Utility Commission of Oregon  
P.O. Box 1088  
Salem, Oregon 97308-1088

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

Attention Filing Center:

Portland General Electric Company (PGE) requests that the enclosed Erratum—**page 5** of PGE's Answer and Counterclaim, filed June 11, 2019—be substituted for the corresponding page.

If you have any questions regarding these corrections, please contact this office.

Sincerely,

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

Alisha Till  
Paralegal

Attachment

**UM 2009**

**REDLINED VERSION**

**ERRATA PAGE 5**

**PGE'S ANSWER AND COUNTERCLAIM**

changes continued through March of 2019, and required PGEM to continually reevaluate the project's value to PGE including any impact on~~reevaluate~~ the project's avoided cost prices.

**Table 1: Chart of Madras Size Changes<sup>8</sup>**

Date of Change	Net Dependable Capacity	Nameplate Capacity
Oct. 17, 2017	79.7 MW	80.0 MW
Oct. 8, 2018 (letter)	<i>unstated</i>	65 MW-AC
Oct. 8, 2018 (PPA)	65 MW-AC	80 MW-DC
Nov. 7, 2018	<i>unstated</i>	63 MW-AC
Jan.22, 2019	63 MW-AC	75 MW-DC
Mar. 29, 2019	63 MW-AC	65.784 MW-DC

Despite these ongoing problems, PGEM has remained committed to attempting to find a reasonable solution and to establishing a fairly negotiated PPA for Madras. For instance, despite Ecoplexus's ongoing refusal to clarify which form of interconnection service it seeks to pursue, and despite the fact that such clarity is critical to solidifying Madras's avoided cost prices, PGEM offered to prepare a draft PPA with extensive placeholders, until such time as Ecoplexus could commit to the necessary interconnection service, as required by Schedule 202.

Now, in its Complaint, Madras asks the Commission to conclude that Madras is both entitled to an executable PPA, and that this PPA (and the accompanying avoided cost prices) can remain in effect even if Madras successfully avoids responsibility for obtaining and paying for NRIS. Towards this end, Madras seeks Commission resolution of both the PPA's terms and conditions, as well as various claimed violations of rule and law in the negotiation process. Specifically, Madras asks the Commission to resolve six discrete PPA terms, as presented in its attached PPA (Madras's Proposed PPA): (a) the applicable avoided cost prices; (b) the project's nameplate capacity; (c) metering requirements; (d) a price-adjustment provision in case Madras refuses to pay for obtaining NRIS; (e) the project's COD, as it relates to executing an Interconnection Agreement; and (f) providing for the sale of Madras's test energy. In addition, Madras presents the following legal claims: (1) that Madras has established a legally enforceable

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<sup>8</sup> Table 1 summarizes Madras's size changes, described in detail in Section III.A, below.

**UM 2009**

**CLEAN VERSION**

**ERRATA PAGE 5**

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