

December 31, 2019

Via Email

Public Utility Commission of Oregon
Attn: Filing Center
201 High St. SE, Suite 100
Salem, OR 97301

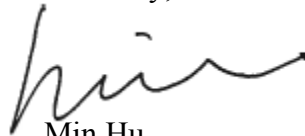
Re: *Madras PVI, LLC v. Portland General Electric Company*
Docket No. UM 2009

Dear Filing Center:

Please find enclosed the errata pages in clean and redline format for Madras Solar/300, Rogers/54 and 63 to replace the testimony pages for Madras Solar/300, Rogers/54 and 63 filed on November 5, 2019.

Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Min Hu', with a stylized, flowing script.

Min Hu

Enclosures:

Clean and redline of Madras Solar/300, Rogers/54 and 63

1 **Q. Does this comport with your understanding of how PRB generation is delivered?**

2 **A.** No. The revised SIS states the following: “PRB, as a network resource, utilizes long-term
3 network transmission to deliver its output to PGE load.”¹⁰⁸ PGE’s responses to Madras
4 Solar’s data requests confirm the same. In response to data requests number 15 and 16,
5 PGE stated that PRB was designed as a network resource in accordance with Section 30.1
6 of its OATT.¹⁰⁹ Specifically, PGE stated that, as a result of it being designated as a
7 network resource, PRB generation “currently is delivered to PGE’s load via network
8 transmission,” but that, prior to this point, “PRB’s output was delivered to PGE’s load via
9 historical, internal transmission rights.”¹¹⁰ PGE then contradicts itself, however, by going
10 on to state that, “[t]o be clear, a portion of PRB’s output also is delivered to PGE’s load
11 via grandfathered transmission arrangements on BPA’s system.”¹¹¹ It’s possible that this
12 apparent contradiction is rooted in the fact that 120 MW of PRB generation appears to be
13 delivered to PacifiCorp loads at the Round Butte point of interconnection with PacifiCorp
14 at the Cove substation in accordance with the Round Butte/Cove Interconnection and
15 Operation Agreement, but that particular agreement represents a grandfathered
16 transmission arrangement with PacifiCorp – not BPA.

17 **Q. Has PGE been able to produce any evidence of such “grandfathered” or “existing,
18 historical, internal” transmission rights with BPA to deliver PRB generation?**

19 **A.** PGE has been able to produce one piece of evidence to support the fact that, at one time,
20 the “Pelton” portion of PRB was transmitted via legacy rights with BPA. In response to
21 Madras Solar’s data request number 55, PGE provided two different agreements: 1) an
22 Exchange Agreement executed by the United States of America Department of the

¹⁰⁸

Id.

¹⁰⁹

Madras Solar/301, Rogers/9-10 (PGE Response to Madras Solar Data Request No. 15-16).

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Deleted: Redmond

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¹⁰⁸ *Id.*

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1 Fourth, there was a dispute related to the metering provision in Section 3.6.

2 Fifth, there was a dispute over the newly-proposed Section 6.10, which provided PGE
3 with the right to adjust the contract price if it was required by a Government Entity (as
4 defined in the PPA) to back down its existing generation to accommodate or otherwise
5 facilitate the dispatch of Madras Solar.

6 **Q. Will you please explain each of these in more detail, including whether the item**
7 **remains in dispute and what specific relief you are seeking from the Commission for**
8 **each?**

9 **A.** Yes. Regarding the DC size of the facility, Madras Solar's position has not changed:
10 namely, that it is entitled to select any facility size of its choosing, so long as the
11 nameplate capacity remains at or below 80 MW-AC. And PGE appears to have dropped
12 its objection to Madras Solar selecting the project size of its choice.

13 **Q. And what is the current AC and DC size?**

14 **A.** Madras Solar has selected a 65.784 MW AC size generation, which is now closer to
15 PGE's "requested" DC size of 75 MW.

16 **Q. Please explain Madras Solar's position regarding the interconnection milestones.**

17 **A.** Regarding the project milestones, Madras Solar continued to insist that it be allowed to
18 set the milestone for execution of an interconnection agreement at thirty days after
19 Madras Solar and PGE's Transmission function have come to mutual agreement with
20 regard to the form of the interconnection agreement, including the cost of any network
21 upgrades and/or interconnection facilities, and the timeline for completion of any network
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Deleted: As the facility design has continued to evolve, Madras Solar has settled on a size of 63 MW-AC and 71 MW-DC

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