

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1731

Served electronically at Salem, Oregon, May 6, 2015, to:

Defendant's Attorney
Donovan E. Walker
Lead Corporate Counsel
Idaho Power Company
dwalker@idahopower.com

Complainant's Representative
Ryan N. Meyer
Managing Member, VP of Operations
and authorized Representative
Pacific Northwest Solar, LLC
ryan.meyer@pacificnorthwestsolar.net

PACIFIC NORTHWEST SOLAR, LLC,

Complainant,

vs.

IDAHO POWER COMPANY,


Defendant.

A copy of a complaint filed against Idaho Power Company (Defendant) is attached under ORS 756.512(1).

The Public Utility Commission must receive an Answer from the Defendant or its attorney by May 26, 2015, under OAR 860-001-0400(4)(a). A copy must be served on the complainant.

After the filing of the answer, the matter will be set for hearing and you will be notified of the time and place.

PUBLIC UTILITY COMMISSION OF OREGON



Cheryl Walker
Administrative Specialist 2
Administrative Hearings Division

Attachments: Complaint
Notice of Contested Case Rights and Procedures



um 1731

PO Box 4120, #33304
Portland, OR 97208
(458) 205-5870

Ryan.Meyer@pacificnorthwestsolar.net

May 5, 2015

RECEIVED

MAY 06 2015

Public Utility Commission of Oregon
Administrative Hearing Division

Public Utility Commission
Attn: Filing Center
550 Capitol St. NE #215
P.O. Box 2148
Salem OR 97308-2148

Re: *In the Matter of Pacific Northwest Solar, LLC v. Idaho Power Company*
Docket No. [TBD]

Dear Filing Center:

Enclosed please find the original Complaint on behalf of the Pacific Northwest Solar, LLC in the above-referenced docket, as well as supporting Exhibits and Direct Testimony.

Respectfully submitted,

/s/Ryan N. Meyer

Ryan N. Meyer
Managing Member, VP of Operations, and
Representative of Pacific Northwest Solar, LLC

Enclosures

1 Ryan N. Meyer
2 Managing Member, VP of Operations
3 and authorized Representative of
4 Claimant Pacific Northwest Solar, LLC
5 (458) 205-5870
6 ryan.meyer@pacificnorthwestsolar.net
7 8221 King Road
8 Loomis, CA 95650

RECEIVED

MAY 06 2015

Public Utility Commission of Oregon
Administrative Hearing Division

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

9 PACIFIC NORTHWEST SOLAR, LLC,

10 Complainant,

11 vs.

12 IDAHO POWER COMPANY,

13 Respondent.

Docket No. um 1731

PACIFIC NORTHWEST SOLAR, LLC'S
COMPLAINT AGAINST IDAHO POWER
COMPANY FOR FAILURE TO COMPLY
WITH ITS OBLIGATIONS UNDER
OREGON SCHEDULE 85

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16 INTRODUCTION

17 Pacific Northwest Solar, LLC ("PNW") brings the instant Complaint against Idaho Power
18 Company ("Idaho Power") as authorized by *Oregon Revised Statutes* § 756.500. PNW asks for
19 nothing more than for the Idaho Power to comply the its already-existing legal obligations to
20 adhere to the timelines and other requirements of Oregon Schedule 85 for standard Energy Sales
21 Agreements ("ESA"). After PNW submitted its applications for ESAs to Idaho Power, it was
22 informed by a representative of Idaho Power that no further action would be taken on its
23 applications as a result of a single circumstance – namely, that Idaho Power had filed a request
24 with the Oregon Public Utilities Commission (the "Commission") for a stay of its obligations
25 under Schedule 85. However, the Commission has not issued the requested stay (and should not),
26 and therefore Idaho Power is required to perform its obligations under Schedule 85, which starts
27 with providing PNW with draft ESAs for its projects as set forth at Section 2. b. iii. therein.

1 As is supported by the Direct Testimony of Ryan N. Meyer, and the Exhibits attached
2 hereto, PNW alleges the following in its Complaint against Idaho Power:

3 **IDENTITY OF THE PARTIES**

4 1. The Complainant is Pacific Northwest Solar, LLC (“PNW”), an Oregon Limited
5 Liability Company, whose business address is PO Box 4120 #33304, Portland, OR, 97208.

6 2. The Respondent is Idaho Power Company (“Idaho Power”), whose business
7 address is 1221 W Idaho Street, Boise, ID, 83702.

8 **APPLICABLE STATUTES AND ADMINISTRATIVE RULES**

9 3. The Commission has jurisdiction over this Complaint and Idaho Power pursuant to
10 ORS §§ 756.040 and 756.500. Pursuant to OAR § 860-029-0100, the Commission has authority
11 to resolve disputes concerning Energy Sales Agreements (“ESAs”).

12 4. The statutes expected to be involved in this case include: ORS § 756.040; ORS §§
13 756.500 through 610; and ORS §§ 758.505 through 545. Additionally, federal law is implicated
14 under 16 USC § 824, *et seq.*, the Public Utility Regulatory Policies Act (“PURPA”), 16 USC §
15 2601, *et seq.*, and federal rules promulgated pursuant to PURPA, 18 CFR § 292.301, *et seq.* The
16 rules expected to be involved in this case include those within OAR chapter 860.

17 **BACKGROUND**

18 5. PNW is an Oregon limited liability company engaged in solar development,
19 primarily in Oregon and within the regional jurisdiction of Idaho Power.

20 6. PNW’s proposed projects are all protected by PURPA and existing regulations
21 promulgated by the Commission, because the facilities, once constructed, would generate at or
22 below 10 megawatts AC of power which will be supplied to Idaho Power (i.e., they are qualifying
23 facilities. The following proposed projects are subject to this Complaint:

- 24 • Arcadia Solar
- 25 • Butler Solar
- 26 • Evergreen Solar
- 27 • Jamieson Solar

28

- 1 • John Day Solar
- 2 • Kingman Solar
- 3 • Lagoon Solar
- 4 • Little Valley Solar
- 5 • Moores Hallow Solar

6 **PNW'S SCHEDULE 85 ESA APPLICATIONS TO IDAHO POWER**

7 7. As part of the development process, PNW made applications to Michael Darrington
8 of Idaho Power, Senior Energy Contracts Coordinator, under Oregon's Schedule 85 standard ESA
9 program (Tariff E-27). As set forth at Section 2. Energy Sales Agreement, b. Procedures, ii.,
10 PNW was required to provide general project information to Idaho Power. In turn, and as is
11 relevant here, in accordance with b. Procedures, iii.:

12 Within 15 business days following receipt of all information required in
13 Paragraph 2 the Company will provide the Seller with a draft Energy Sales
14 Agreement including current standard avoided cost prices and/or other
15 optional pricing mechanisms as approved by the Oregon Public Utility
16 Commission in this Schedule.

17 8. The Schedule 85 procedures thereafter define a sequential procedure of
18 communication between PNW and Idaho Power to refine the ESA to a point whereupon it could
19 be executed by the parties. It is important to note that there is no place for Idaho Power to deviate
20 from the established procedures and Idaho Power is mandated to provide timely responses as set
21 forth therein (using substantially the same directive as noted above). Furthermore, where PNW
22 can demonstrate (as it will) that it meets the definition of a qualifying facility (for each of its
23 projects), Idaho Power must enter into the ESA – it is not subject to negotiation nor is it subject to
24 discretion (and edict established by the Commission to promote the development of projects like
25 those proposed by PNW).

26 9. In order to ensure that PNW was providing the appropriate information it submitted
27 the application for just a single project (Arcadia Solar) on April 16, 2015, asking for feedback
28

1 from Mr. Darrington as to any request by Idaho Power for additional or different information. *See*
2 Exhibit A attached hereto.

3 10. Thereafter, on April 21, 2015, Mr. Darrington acknowledged receipt of the
4 application via email and advised that a response would be forthcoming, stating: "Idaho Power has
5 received your Schedule 85 request for your proposed Arcadia solar project. Your request is being
6 reviewed and we will let you know once that is complete." *See* Exhibit B attached hereto.

7 11. On April 27, 2015, PNW was informed by Mr. Darrington that Idaho Power would
8 not process the application for the Arcadia Solar project any further (*see* Exhibit C attached
9 hereto):

10 Please let this letter, and its reference to the Motion and three
11 Applications, serve as Idaho Power's response within 15 business days as
12 referenced by Schedule 85. Idaho Power is suspending any further
13 processing of the application submitted by [PNW] for standard Energy
14 Sales Agreements pursuant to Schedule 85 until such time the
15 Commission makes a determination regarding the Motion's request for a
16 temporary stay.

17 12. The sole reason provided was a reference to the request for a stay; no other reason
18 was given for Mr. Darrington's refusing to honor Idaho Power's obligations under Schedule 85
19 (i.e., there was no indication that the application itself was in any way defective).

20 13. PNW thereafter submitted the balance of the ESA applications to Mr. Darrington
21 on April 27, 2015, *see* Exhibit D hereto, to which Idaho Power responded on April 28, 2015 that
22 no action would be taken for the same illogical reason relied upon by Mr. Darrington in earlier
23 correspondence, *see* Exhibit E attached hereto.

24 14. PNW attempted to reconcile the issue on its own through correspondence to Idaho
25 Power, but that correspondence has been met with deafening silence. *See* Exhibit F attached
26 hereto.

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1 15. As of the submission of this Complaint, Idaho Power has not provided any draft
2 ESAs to PNW as required by Schedule 85 and it would appear that it has no intention of doing so
3 for the foreseeable future.

4 16. In addition to the ESA process, PNW initiated a review of the feasibility of its
5 projects by making applications to Idaho Power's Small General Interconnection Application
6 ("SGIA") process. That process is still ongoing (and Idaho Power has confirmed that this process
7 remains untethered to the ESA issue), and, as it relates to the precarious position that PNW has
8 been put in by Idaho Power, it is anticipated that no later than early to mid July 2015, PNW will
9 need to advance nearly \$100,000 to continue with the requisite studies to determine costs for
10 interconnection.

11 17. PNW is now between the proverbial rock and hard place as it needs to advance
12 significant funds to Idaho Power on the SGIA process without any level of confidence that its
13 ESAs will also be processed in a timely manner.

14 18. The impending funding dilemma in tandem with the unilateral halt of processing
15 the ESA (despite a clear and concise mandate to do so) makes it such that Idaho Power's extreme
16 departure from its obligations will end PNW's development of sustainable and renewable power in
17 Oregon.

18 **COMPLAINANT'S FIRST CLAIM FOR RELIEF**

19 **Idaho Power has Improperly and Illegally Stopped**
20 **Processing ESAs in Contravention of Schedule 85**

21 19. PNW re-alleges paragraphs 1 through 14 as though fully stated herein and in
22 support of this Request for Relief.

23 20. Pursuant to Schedule 85, and applicable state and federal law, Idaho Power has a
24 duty to provide PNW with draft ESAs for each of the projects where an ESA application was
25 submitted. This is true regardless of the fact that Idaho Power filed a request for a stay inasmuch
26 as that stay has not been issued and therefore there is no legally enforceable basis for Idaho Power
27 to deviate from the Schedule 85 timeline.

1 21. Idaho Power's failure to comply with its duties is improper, illegal, and damaging
2 to PNW.

3 **RELIEF REQUESTED**

4 WHEREFORE, PNW respectfully requests that the Commission issue an Order:

- 5 1. Finding that Idaho Power has not satisfied its obligations under Schedule 85 by
6 intentionally refusing to process ESA applications simply because it filed a Motion for
7 a Stay;
- 8 2. Finding that Idaho Power has violated federal law, including PURPA and regulations
9 promulgated under PURPA;
- 10 3. Ordering Idaho Power to fulfill its obligations under federal and state law to purchase
11 all net delivered energy from PNW's qualifying facilities at the rates set forth in
12 Schedule 85 via a standard contract (and execute the ESA accordingly); and,
- 13 4. Granting such further and other relief as the Commission may deem necessary.

14 Respectfully submitted on May 5, 2015,

15
16 */s/Ryan N. Meyer*

17 Ryan N. Meyer
18 Managing Member and Representative of
19 Complainant Pacific Northwest Solar, LLC
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EXHIBIT

A



April 17, 2015

Idaho Power Company
Attn: Michael Darrington
Cogeneration and Small Power Production
P.O. Box 70
Boise, ID 83707

Energy Sale Agreement – Standard Contract – Arcadia Solar Project

Mr. Darrington,

Pacific Northwest Solar is pleased to submit a complete 5MW AC Standard Contract Energy Sales Agreement request for the Arcadia Solar project located near Nyssa, OR.

The Arcadia Solar Project is owned and managed by Arcadia Solar LLC which is wholly owned by Pacific Northwest Solar LLC. The required submittal general information is included in the following pages.

Please contact me with any comments or questions. Thank you.

Sincerely,

Ryan Meyer
Managing Member
Pacific Northwest Solar, LLC
458-205-5870
ryan.meyer@pacificnorthwestsolar.net

EXHIBIT

B



Ryan Meyer <ryan.meyer@pacificnorthwestsolar.net>

ESA application - Arcadia

Darrington, Michael <MDarrington@idahopower.com>
To: Ryan Meyer <ryan.meyer@pacificnorthwestsolar.net>

Tue, Apr 21, 2015 at 10:39 AM

Hi Ryan,

Idaho Power has received your Schedule 85 request for your proposed Arcadia solar project. Your request is being reviewed and we will let you know once that is complete.

Thanks,

Michael Darrington

SR ENERGY CONTRACTS COORDINATOR

Idaho Power | Power Supply

Work 208-388-5946

Email mdarrington@idahopower.com

From: Ryan Meyer [<mailto:ryan.meyer@pacificnorthwestsolar.net>]
Sent: Tuesday, April 21, 2015 9:11 AM
To: Darrington, Michael
Subject: Re: ESA application - Arcadia

Hi Michael -

[Quoted text hidden]



This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

EXHIBIT

C



April 27, 2015

Arcadia Solar, LLC
C/O Pacific Northwest Solar
Attention: Ryan Meyer

Sent Via: Email (ryan.meyer@pacificnorthwestsolar.net), U.S. Mail

Subject: Oregon Schedule 85 Request for draft Energy Sales Agreements –
Arcadia Solar

Dear Mr. Meyer,

Idaho Power is in receipt of your email from Pacific Northwest Solar, LLC dated April 16, 2015, which contains a request for an Oregon Schedule 85 standard Energy Sales Agreement (ESA) for the proposed Arcadia Solar, LLC project (Project). Schedule 85 states that Idaho Power Company (Idaho Power) will provide a project specific draft Energy Sales Agreement, including current standard avoided cost prices, within 15 business days following receipt of all information required in Paragraph 2.

On April 24, 2015, Idaho Power filed a Motion with the Public Utility Commission of Oregon (OPUC) for a temporary stay of its obligation to enter into new Energy Sales Agreements with Qualifying Facilities (QFs) pending the outcome of three accompanying Applications filed with the OPUC. In the three Applications, also filed with the OPUC on April 24, 2015, Idaho Power requests that the Commission lower the standard contract eligibility for wind and solar QFs to 100 kW, reduce the maximum term of non-standard QF contracts to two years, approve the implementation of solar integration charges, and modify Idaho Power's resource sufficiency period. These new filings should be available to view on the OPUC's website. Idaho Power will send you copies of the Motion and three Applications upon your request.

Please let this letter, and its reference to the Motion and three Applications, serve as Idaho Power's response within 15 business days as referenced by Schedule 85. Idaho Power is suspending any further processing of the application submitted by Pacific Northwest Solar for standard Energy Sales

Agreements pursuant to Schedule 85 until such time the OPUC makes a determination regarding the Motion's request for a temporary stay.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Darrington". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael Darrington
Energy Contracts Coordinator, Sr.
Idaho Power Company/Power Supply
mdarrington@idahopower.com

cc: Donovan Walker (IPC)
Randy Allphin (IPC)
Jill Glenn (IPC)

EXHIBIT

D



Ryan Meyer <ryan.meyer@pacificnorthwestsolar.net>

Additional ESAs for Pacific Northwest Solar projects

Ryan Meyer <ryan.meyer@pacificnorthwestsolar.net>

Mon, Apr 27, 2015 at 2:15 PM

To: "Darrington, Michael" <MDarrington@idahopower.com>

Good afternoon Michael -

Please find attached the ESAs for eight (8) projects were we have submitted SGIA's to Idaho Power.









Thank you,

Ryan

--

Ryan N. Meyer
Managing Member
Pacific Northwest Solar, LLC
(458) 205-5870

8 attachments

-  **ESA application_Butler.pdf**
782K
-  **ESA application_Evergreen.pdf**
798K
-  **ESA application_Jamieson.pdf**
759K
-  **ESA application_John Day.pdf**
884K
-  **ESA application_Kingman.pdf**
692K
-  **ESA application_Lagoon.pdf**
946K
-  **ESA application_Little Valley.pdf**
1714K
-  **ESA application_Moores Hallow.pdf**
805K

EXHIBIT

E



April 28, 2015

Pacific Northwest Solar, LLC
Attention: Ryan Meyer

Sent Via: Email Only - ryan.meyer@pacificnorthwestsolar.net

Subject: Oregon Schedule 85 Request for draft Energy Sales Agreements –
Butler Solar, Evergreen Solar, Jamieson Solar, John Day Solar, Kingman Solar,
Lagoon Solar, Little Valley Solar, Moores Hallow Solar

Dear Mr. Meyer,

Idaho Power is in receipt of your email from Pacific Northwest Solar, LLC dated April 27, 2015, which contains requests for Oregon Schedule 85 standard Energy Sales Agreements (ESA) for the proposed solar projects reference above. Schedule 85 states that Idaho Power Company (Idaho Power) will provide a project specific draft Energy Sales Agreement, including current standard avoided cost prices, within 15 business days following receipt of all information required in Paragraph 2.

On April 24, 2015, Idaho Power filed a Motion with the Public Utility Commission of Oregon (OPUC) for a temporary stay of its obligation to enter into new Energy Sales Agreements with Qualifying Facilities (QFs) pending the outcome of three accompanying Applications filed with the OPUC. In the three Applications, also filed with the OPUC on April 24, 2015, Idaho Power requests that the Commission lower the standard contract eligibility for wind and solar QFs to 100 kW, reduce the maximum term of non-standard QF contracts to two years, approve the implementation of solar integration charges, and modify Idaho Power's resource sufficiency period. These new filings should be available to view on the OPUC's website. Idaho Power will send you copies of the Motion and three Applications upon your request.

Please let this letter, and its reference to the Motion and three Applications, serve as Idaho Power's response within 15 business days as referenced by Schedule 85. Idaho Power is suspending any further processing of the applications submitted by Pacific Northwest Solar for standard Energy Sales

Agreements pursuant to Schedule 85 until such time the OPUC makes a determination regarding the Motion's request for a temporary stay.

Sincerely,

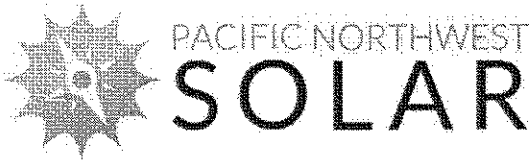
A handwritten signature in black ink, appearing to read "Michael Darrington". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael Darrington
Energy Contracts Coordinator, Sr.
Idaho Power Company|Power Supply
mdarrington@idahopower.com

cc: Donovan Walker (IPC)
Randy Allphin (IPC)
Jill Glenn (IPC)

EXHIBIT

F



PO Box 4120, #33304
Portland, OR 97208
(458) 205-5870
Ryan.Meyer@pacificnorthwestsolar.net

April 28, 2015

Idaho Power Company
Attn: Michael Darrington
1221 West Idaho Street
Boise, ID 83702

Via email only to mdarrington@idahopower.com

Re: Request for Compliance with Schedule 85

Dear Mr. Darrington,

Pacific Northwest Solar, LLC ("PNW") is in receipt of your multiple correspondence dated April 27 and April 28, 2015 with regard to PNW's submission of Oregon Schedule 85 standard Energy Sales Agreements ("ESA") following projects:

- Arcadia Solar
- Butler Solar
- Evergreen Solar
- Jamieson Solar
- John Day Solar
- Kingman Solar
- Lagoon Solar
- Little Valley Solar
- Moores Hallow Solar

In your correspondence, Idaho Power confirms that it has 15 business days following receipt of PNW's submissions to provide a project specific draft ESA for each project. However, Idaho power also takes the untenable position that it need not comply with its legal obligations under Schedule 85 due to the fact that Idaho Power has filed a Motion for a Temporary Stay of Obligations with the Oregon Public Utilities Commission ("OPUC"). Instead, Idaho Power takes the position that informing PNW of the pending requests to the OPUC is their response to the Schedule 85 submittals.

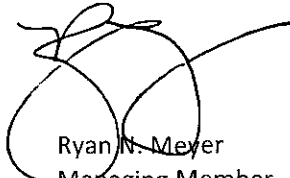
While PNW contests the propriety and necessity of the underlying request submitted to the OPUC, one thing is clear – at this time the OPUC has not acted on the request and, most importantly, **has not granted a temporary stay** of any of Idaho Power's obligations with regard to Schedule 85 ESAs. Accordingly, the response to date by Idaho Power is insufficient to comply with Schedule 85, and PNW expects that Idaho Power will abide by its ongoing legal obligations and process the ESAs for the above noted projects forthwith by providing draft ESAs for each project.

Please confirm no later than April 30, 2015 that Idaho Power will provide draft ESAs to PNW in accordance with the time frame set forth in Oregon Schedule 85.

PNW would prefer to resolve this matter informally and directly with Idaho Power in lieu of seeking the assistance of the OPUC; however, as Idaho Power fully recognizes, time is of the essence in the context of the development process, especially as it relates to solar development before the Federal Investment Tax Credit is reduced beginning in January 2017. Thus, if we are unable to reach an accord by April 30, 2015, PNW will take immediate action to enforce its rights through the OPUC.

We look forward to receiving your response as soon as possible.

Sincerely,



Ryan N. Meyer
Managing Member

cc: Donovan Walker
Randy Allphin
Jill Glenn

1 Ryan N. Meyer
2 Managing Member, VP of Operations and
3 authorized Representative of
4 Claimant Pacific Northwest Solar, LLC
5 (458) 205-5870
6 ryan.meyer@pacificnorthwestsolar.net
7 8221 King Road
8 Loomis, CA 95650

9
10 **BEFORE THE PUBLIC UTILITY COMMISSION**
11 **OF OREGON**

12 PACIFIC NORTHWEST SOLAR, LLC,

13 Complainant,

14 vs.

15 IDAHO POWER COMPANY through
16 MICHAEL DARRINGTON, Senior Energy
17 Contracts Coordinator, 1221 W Idaho Street,
18 Boise, ID 83702, (208) 388-5946,
19 mdarrington@idahopower.com

20 Respondent.

**DIRECT TESTIMONY OF RYAN N.
MEYER IN SUPPORT OF PACIFIC
NORTHWEST SOLAR, LLC'S
COMPLAINT AGAINST IDAHO POWER
COMPANY FOR FAILURE TO COMPLY
WITH ITS OBLIGATIONS UNDER
OREGON SCHEDULE 85**

21 **DIRECT TESTIMONY OF**
22 **RYAN N. MEYER**
23 **ON BEHALF OF**
24 **PACIFIC NORTHWEST SOLAR, LLC**

1 **Q. State your name and physical address.**

2 A. My name is Ryan N. Meyer, my physical address is 8221 King Road, Loomis, CA 95650.

3 **Q. What is the purpose of this testimony?**

4 A. According to OAR § 860-029-0100(6), a complainant must support its claims by written
5 direct testimony that includes all information upon which claims are made. This testimony is to
6 provide the factual support for Pacific Northwest Solar, LLC's ("PNW") Complaint before the
7 Oregon Public Utility Commission ("Commission").

8 **Q. What is nature of PNW and what activities does it conduct?**

9 A. PNW is an Oregon Limited Liability Company formed to engage in development of solar
10 power generating facilities, primarily in Oregon. Its business address is PO Box 4120 #33304,
11 Portland, OR. PNW has nine current projects under development and subject to this Complaint:
12 Arcadia Solar; Butler Solar; Evergreen Solar; Jamieson Solar; John Day Solar; Kingman Solar;
13 Lagoon Solar; Little Valley Solar; and, Moores Hallow Solar. Each of these projects are proposed
14 to produce equivalent to or less than 10 MW AC of solar energy power to be supplied to Idaho
15 Power Company ("Idaho Power").

16 **Q. State your connection to PNW.**

17 A. I am the Managing Member and VP of Operations for PNW and its authorized
18 representative to the Oregon Public Utilities Commission (the "Commission").

19 **Q. Describe the elements of solar development for the projects you indicated above as it
20 relates to Idaho Power.**

21 A. The development process includes two distinct elements: (a) interconnection analysis; and,
22 (b) energy sales agreements. The interconnection analysis follows Oregon Schedule 85 via a
23 Small Generator Interconnection Application ("SGIA") made directly to Idaho Power. The
24 standard energy sales agreements ("ESA") for intermittent power are also governed by Schedule
25 85, though they are directed to a different department within Idaho Power.

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1 **Q. Has PNW submitted SGIA's to Idaho Power, and if so, what is the status of those**
2 **applications?**

3 A. Yes. PNW has submitted individual SGIA's to Idaho Power (through Jeremiah Creason),
4 and those applications are currently in the feasibility study phase (and ongoing). The results of
5 those studies are expected back by early to mid June 2015. PNW will need to advance nearly
6 \$100,000 to continue with the requisite studies to determine costs for interconnection within 30
7 days of receiving the feasibility study reports.

8 **Q. Has PNW submitted ESAs to Idaho Power, and if so, please describe that process.**

9 A. Yes. PNW made applications to Michael Darrington of Idaho Power, Senior Energy
10 Contracts Coordinator, under Oregon's Schedule 85 standard ESA program (Tariff E-27). As set
11 forth at Section 2. Energy Sales Agreement, b. Procedures, ii., PNW was required to provide
12 general project information to Idaho Power. In turn, Idaho Power had 15 business days to provide
13 me with a draft ESA for the project. The Schedule 85 procedures thereafter define a sequential
14 procedure of communication between PNW and Idaho Power to refine the ESA to a point
15 whereupon it could be executed by the parties.

16 In order to ensure that I was providing the appropriate information to Idaho Power, I
17 submitted the application for just a single project (Arcadia Solar) on April 16, 2015, asking for
18 feedback from Mr. Darrington as to any request by Idaho Power for additional or different
19 information. Exhibit A to the Complaint is a true and correct copy of the submittal. Thereafter,
20 on April 21, 2015, Mr. Darrington acknowledged receipt of the application via email to me and
21 advised that a response would be forthcoming. Exhibit B to the Complaint is a true and correct
22 copy of the email I received from Mr. Darrington in this regard.

23 **Q. Did you receive the promised response?**

24 A. On April 27, 2015, I received correspondence from Mr. Darrington indicating that Idaho
25 Power would not process the application for the Arcadia Solar project any further. Exhibit C to the
26 Complaint is a true and correct copy of this written correspondence from Mr. Darrington.

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1 **Q. What was the espoused reason for not processing the application any further?**

2 A. The sole reason provide was a reference to the request for a stay; no other reason was
3 given for refusing to honor Idaho Power's obligations under Schedule 85 (i.e., there was no
4 indication that the application itself was in any way defective).

5 **Q. Did you submit the other applications for ESAs to Idaho Power?**

6 A. Yes. I submitted the balance of the ESA applications to Mr. Darrington on April 27, 2015,
7 to which Idaho Power responded on April 28, 2015 that no action would be taken for the same
8 illogical reason relied upon by Mr. Darrington in earlier correspondence. Exhibit D to the
9 Complaint is a true and correct copy of the email confirming the submittals I provided to Mr.
10 Darrington. Exhibit E to the Complaint is a true and correct copy of the return correspondence I
11 received from Mr. Darrington.

12 **Q. After receiving the correspondence from Idaho Power, what did you do?**

13 A. I attempted to reconcile the issue on my own through correspondence to Idaho Power
14 advising of its obligations under Schedule 85 and reminding Mr. Darrington that no stay had been
15 put in place (hence the status quo had to return), but that correspondence has been met with
16 deafening silence. Exhibit F to the Complaint is a true and correct copy of correspondence I sent
17 to Mr. Darrington.

18 **Q. As of today have you received any further response from Idaho Power, for instance
19 confirmation that Mr. Darrington would process the ESA applications or even draft
20 ESAs?**

21 A. No. As of the submission of this Complaint, Idaho Power has not provided any draft ESAs
22 to me as required by Schedule 85 and it would appear that it has no intention of doing so for the
23 foreseeable future. I have heard nothing from Mr. Darrington since April 27, 2015.

24 **Q. What harm is there in Idaho Power's position in not processing the ESA
25 applications?**

26 A. The impending funding dilemma in tandem with the unilateral halt of processing the ESA
27 (despite a clear and concise mandate to do so) makes it such that Idaho Power's extreme departure
28

1 from its obligations will end PNW's development of sustainable and renewable power in Oregon.
2 It is just too risky to keep paying for interconnection evaluations when there is no movement on
3 the ESA side.

4 **Q. What is it that you want the Commission to do?**

5 A. I, on behalf of PNW, ask that the Commission require Idaho Power to simply return to the
6 status quo and continue to process the Schedule 85 ESAs as set forth therein, until and unless a
7 stay is put in place by the Commission (relative to Docket No. UM 1725).

8
9 Respectfully submitted on May 5, 2015,

10 */s/Ryan N. Meyer* _____

11 Ryan N. Meyer
12 Managing Member and Representative of
13 Complainant Pacific Northwest Solar, LLC
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NOTICE OF CONTESTED CASE RIGHTS AND PROCEDURES

Oregon law requires state agencies to provide parties written notice of contested case rights and procedures. Under ORS 183.413, you are entitled to be informed of the following:

Hearing: The time and place of any hearing held in these proceedings will be noticed separately. The Commission will hold the hearing under its general authority set forth in ORS 756.040 and use procedures set forth in ORS 756.518 through 756.610 and OAR Chapter 860, Division 001. Copies of these statutes and rules may be accessed via the Commission's website at www.puc.state.or.us. The Commission will hear issues as identified by the parties.

Right to Attorney: As a party to these proceedings, you may be represented by counsel. Should you desire counsel but cannot afford one, legal aid may be able to assist you; parties are ordinarily represented by counsel. The Commission Staff, if participating as a party in the case, will be represented by the Department of Justice. Generally, once a hearing has begun, you will not be allowed to postpone the hearing to obtain counsel.

Administrative Law Judge: The Commission has delegated the authority to preside over hearings to Administrative Law Judges (ALJs). The scope of an ALJ's authority is defined in OAR 860-001-0090. The ALJs make evidentiary and other procedural rulings, analyze the contested issues, and present legal and policy recommendations to the Commission.

Hearing Rights: You have the right to respond to all issues identified and present evidence and witnesses on those issues. *See* OAR 860-001-0450 through OAR 860-001-0490. You may obtain discovery from other parties through depositions, subpoenas, and data requests. *See* ORS 756.538 and 756.543; OAR 860-001-0500 through 860-001-0540.

Evidence: Evidence is generally admissible if it is of a type relied upon by reasonable persons in the conduct of their serious affairs. *See* OAR 860-001-0450. Objections to the admissibility of evidence must be made at the time the evidence is offered. Objections are generally made on grounds that the evidence is unreliable, irrelevant, repetitious, or because its probative value is outweighed by the danger of unfair prejudice, confusion of the issues, or undue delay. The order of presenting evidence is determined by the ALJ. The burden of presenting evidence to support an allegation rests with the person raising the allegation. Generally, once a hearing is completed, the ALJ will not allow the introduction of additional evidence without good cause.

Record: The hearing will be recorded, either by a court reporter or by audio digital recording, to preserve the testimony and other evidence presented. Parties may contact the court reporter about ordering a transcript or request, if available, a copy of the audio recording from the Commission for a fee set forth in OAR 860-001-0060. The hearing record will be made part of the evidentiary record that serves as the basis for the Commission's decision and, if necessary, the record on any judicial appeal.

Final Order and Appeal: After the hearing, the ALJ will prepare a draft order resolving all issues and present it to the Commission. The draft order is not open to party comment. The Commission will make the final decision in the case and may adopt, modify, or reject the ALJ's recommendation. If you disagree with the Commission's decision, you may request reconsideration of the final order within 60 days from the date of service of the order. *See* ORS 756.561 and OAR 860-001-0720. You may also file a petition for review with the Court of Appeals within 60 days from the date of service of the order. *See* ORS 756.610.