

December 8, 2023

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
Attn: Filing Center
201 High Street SE, Suite 100
Salem, OR 97301-3389

RE: Docket No. UM 1930 - Response of PacifiCorp to Sunthurst Energy, LLC follow up comments after November 14 Workshop

On December 1, 2023, Sunthurst Energy, LLC (“Sunthurst”) submitted the above-referenced comments in Docket No. UM 1930 (also referred to herein as the “Sunthurst’s UM 1930 Comments”). As explained further below, the comments are untruthful and misleading, while also omitting important facts. Without protest, Sunthurst executed amended interconnection agreements for three projects (Pilot Rock Solar 1 (Q0666), Pilot Rock Solar 2 (Q1045), and Tutuilla Solar, LLC (OCS024)(“Tutuilla”) in May and August of 2023, which reflected 2025 commercial operation dates (“CODs”). Notwithstanding Sunthurst’s agreement to the 2025 CODs, on October 18, 2023, Sunthurst demanded accelerated 2024 CODs for all three projects. Under the terms of the interconnection agreements, Sunthurst cannot unilaterally impose amendments. Therefore, Sunthurst seeks to pressure PacifiCorp to agree to amend the interconnection agreements by submitting misleading and inaccurate comments in this proceeding.¹ Although Sunthurst’s actions are unfortunate and improper, PacifiCorp is nonetheless considering whether accelerated CODs are possible. It is important to note that, contrary to the false impression given by Sunthurst’s UM 1930 Comments, PacifiCorp has consistently cooperated in an effort to help Community Solar Projects achieve commercial operation. In the case of these three Sunthurst projects, for example, PacifiCorp has allowed *eleven amended interconnection agreements*. On multiple occasions, PacifiCorp could have found Sunthurst in breach or default and instead showed flexibility.

I. Response to Sunthurst’s UM 1930 Comments.

A. Sunthurst delayed its interconnections 12 to 14 months by choosing to pursue a complaint against PacifiCorp that was dismissed with prejudice by the Commission.

In its comments, Sunthurst claims that PacifiCorp delayed its interconnection of the three projects by 14 months due to litigation. The litigation that Sunthurst cites was in Docket No. UM 2118. Sunthurst states, “Litigation of Interconnection costs was necessary to secure financeable interconnection costs, but delayed scheduled commercial operation by 12 to 14 months.”² If one

1 Sunthurst has submitted a similar misleading and inaccurate “Second Amended Notice of Intent to file Complaint of Enforcement” in Docket No. UM 2177.

2 Sunthurst UM 1930 Comments at p. 2.

were to look at Tables 1 and 2 of Sunthurst’s UM 1930 Comments, they would come away with impressions that: (1) the complaint involved all three projects; (2) Sunthurst won its complaint; and (3) as a result, interconnection costs were substantially reduced, but the CODs were extended by 12 to 14 months. All of these are false, as confirmed by the Commission’s Order No. 21-296, issued on September 15, 2021 in Docket No. UM 2118. As that order, as well as PacifiCorp’s briefs filed therein, memorializes:

- Sunthurst filed its complaint against PacifiCorp on September 29, 2020. The complaint only involved Pilot Rock Solar 1 and Pilot Rock Solar 2 – not Tutuilla.³
- Prior to filing the complaint, PacifiCorp negotiated for six months with Sunthurst and agreed to over \$1 million in interconnection costs reductions for Pilot Rock Solar 1 and Pilot Rock Solar 2.⁴
- Notwithstanding that PacifiCorp agreed to substantial reductions, Sunthurst nonetheless filed the complaint.
- Following the filing of complaint, PacifiCorp agreed to an additional removal of \$39,000 for meter costs.⁵
- On September 15, 2021, i.e., nearly a year after Sunthurst filed its complaint, the Commission issued Order No. 21-296, which dismissed Sunthurst’s complaint with prejudice.

Therefore, it was *Sunthurst* that chose to pursue a complaint against PacifiCorp, which was dismissed with prejudice, *after* PacifiCorp had agreed to substantial reductions in interconnection costs. By pursuing such a complaint, it was *Sunthurst* that delayed its own interconnections by 12 to 14 months.

B. PacifiCorp has not delayed the processing or execution of the community solar project power purchase agreements for Sunthurst.

In Sunthurst’s UM 1930 Comments, Sunthurst alleges again⁶ that PacifiCorp wrongly refused to process its Community Solar Project power purchase agreements (“CSP PPAs”) due to an alleged unlawful demand to first see executed interconnection agreements. This is false. Putting aside whether it is appropriate or not for Sunthurst to continue its efforts to bring the Commission’s qualifying facility (“QF”) contracting precedent into this docket, PacifiCorp has not refused to execute any CSP PPA due to the lack of an executed interconnection agreement. Rather, as has been stated repeatedly to Sunthurst through multiple verbal and email correspondence dating back

3 See Order No. 21-296 at page 2.

4 *Id.* See also PacifiCorp’s Opening Brief, dated March 26, 2021, at page 8. Also, because Pilot Rock Solar 1 and Pilot Rock Solar 2 propose the same point of interconnection and have a combined nameplate capacity of 4.97 megawatts, the projects could be jointly evaluated as a single 4.97 MW facility under the Commission’s rules, but PacifiCorp agreed not to require Sunthurst to pay the costs associated with installing telemetry equipment on PacifiCorp’s system. See Order No. 21-296 at page 10.

5 *Id.* at page 2.

6 Sunthurst made these same allegations in correspondence this past summer, including in correspondence dated August 3, 2023, and at a Commission workshop held August 23, 2023.

to June 2022, PacifiCorp could not appropriately execute any CSP PPA until it had completed its due diligence to confirm the representations made by Sunthurst. While there were a variety of due diligence follow-ups with Sunthurst regarding its CSP PPAs, relevant to Sunthurst's continued allegations here, PacifiCorp expressed the need for the interconnection agreements to be in the same name as the Sunthurst affiliate identified in the various CSP PPAs. PacifiCorp must perform this due diligence prior to executing any power purchase agreement, including CSP PPAs, and it can hardly be viewed as inappropriate or inconsistent with existing Commission precedent, whether PURPA-related or otherwise. It hardly seems necessary to state how critical it is for PacifiCorp to confirm that the same party proposing to sell power is also securing necessary interconnection service. It was an issue Sunthurst seemed to ultimately appreciate given that it complied with PacifiCorp's requests in this regard (as well as PacifiCorp's other reasonable due diligence requests⁷) and the parties each thereafter executed the three CSP PPAs for Pilot Rock Solar 1, Pilot Rock Solar 2, and Tutuilla.

C. In May and August 2023, Sunthurst executed amended interconnection agreements with 2025 CODs and payment milestones, which it now unilaterally seeks to amend.

1. CODs

Sunthurst's UM 1930 Comments allege that PacifiCorp extended CODs to 2025 without cause.⁸ Sunthurst claims that it requested extensions to CODs of 13 months.⁹ PacifiCorp cannot find any such request by Sunthurst. Instead, it received a letter from Sunthurst dated March 29, 2023, which requested extensions to several milestone payments. The March 29, 2023, letter is attached to these response comments as Attachment A. The letter does not address CODs. Further demonstrating its flexibility, PacifiCorp *agreed* to modify the milestone payment dates and issued amended interconnection agreements in May of 2023. The amended interconnection agreements included 2025 CODs. Sunthurst executed the amended interconnection agreements, without protest, on May 8, 2023 (for Tutuilla and Pilot Rock Solar 2) and on August 8, 2023 (for Pilot Rock Solar 1). The executed amended interconnection agreements reflect Sunthurst's informed consent to 2025 CODs. If Sunthurst objected to the 2025 CODs, it should have raised those concerns and not signed the amended interconnection agreements. As noted above, on October 18, 2023, Sunthurst demanded accelerated CODs of 2024.

For the first time, through its Sunthurst's UM 1930 Comments, Sunthurst now states, "Fearing being defaulted, Sunthurst signed the extensions, on May 22, 2023."¹⁰ First, the alleged timing of its execution is inaccurate. The amended interconnection agreements are attached as Attachment B, and as noted earlier, reflect May 8, 2023 (for Tutuilla and Pilot Rock Solar 2) and

7 For example, with respect to Pilot Rock Solar 1, Sunthurst had tendered to PacifiCorp an out-of-date FERC QF Form 556, which PacifiCorp flagged to Sunthurst needed to be updated and resubmitted to the utility. Sunthurst complied with that request in September 2022.

8 Sunthurst UM 1930 Comments at p. 3.

9 *Id.* at p. 3.

10 *Id.*

on August 8, 2023 (for Pilot Rock Solar 1). More importantly, the alleged “fear” is unfounded by the facts.

Prior to these latest amendments, PacifiCorp had previously agreed to 10 amendments for these three projects, which clearly evidences flexibility, not an effort to find defaults. Moreover, it took Sunthurst nearly three months to execute the Pilot Rock Solar 1 amended interconnection agreement. In other words, the “fear” did not prompt Sunthurst to quick execution.

Taking a broader view, the Pilot Rock Solar 1 interconnection request was submitted on April 29, 2015, and is by far the oldest Oregon jurisdictional small generator interconnection request that remains active in PacifiCorp’s queue. The second oldest Oregon jurisdictional small generator interconnection request still active in PacifiCorp’s queue is Pilot Rock Solar 2, which was first submitted on July 3, 2018.

As demonstrated above, Sunthurst’s claim of fear is belied by the facts and, therefore, is an obvious false narrative and demonstrates another effort to provide misleading information to the Commission. PacifiCorp has worked over and over with Sunthurst to move to actual construction of these projects.

2. Payment requirements.

Sunthurst’s UM 1930 Comments allege that the amended interconnection agreements contain “onerous new prepayment requirements.”¹¹ Again, Sunthurst executed the amended interconnection agreements without protest. If Sunthurst objected to the milestone payments set forth in the amended interconnection agreements, it should have raised those concerns. Sunthurst has a history of frequently raising concerns, but did not with respect to these amended interconnection agreements (either with respect to milestone payments or CODs). As noted earlier, under the terms of the amended interconnection agreements, Sunthurst cannot unilaterally amend the agreements.

II. Conclusion

PacifiCorp cooperates and works with developers of Community Solar Projects in an effort to help them succeed. In particular, PacifiCorp: (1) routinely meets with Commission Staff and Community Solar Program Administrators to discuss the Community Solar Program with a goal of allowing as many projects to be brought into service as possible, and (2) proactively attempts to address developer concerns as developers have struggled with the interconnection process. In fact, because it has responded to varying questions about the process from inexperienced developers, PacifiCorp drafted a resource guide to assist small developers with the interconnection process. This draft resource guide was shared with Commission Staff on July 27, 2023 and is posted on PacifiCorp’s OASIS website at: [Generation Interconnection \(oati.com\)](https://oati.com).

Sunthurst, through its comments in this proceeding and elsewhere, intends to use misleading and inaccurate assertions, as well as omissions of critical facts, to create the

11 *Id.*

misimpression that PacifiCorp is delaying its projects or acting improperly. The corrections to Sunthurst's UM 1930 Comments illustrated in this response are only a few reasons why the Commission should give short shrift to Sunthurst's comments and actions.

Respectfully Submitted,



Matthew P. Loftus
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 2000
Portland, OR 97232
(503) 813-5612
Matthew.Loftus@PacifiCorp.com

Attachment A



3/29/2023

PacifiCorp
Jarrod Martin, Project Manager
Generation Interconnection

Re: Pilot Rock Solar 1 (Q0666)
Pilot Rock Solar 2 (Q1045)
Tutuilla Solar (OCS 024)
Buckaroo Solar 1 (OCS 062)
Buckaroo Solar 2 (OCS 063)

Dear Jarrod,

This letter responds to your several e-mails sent February 6-8 serving notice of past due Interconnection Agreement milestone payments for the above projects and reserving PacifiCorp's right to declare a default if not cured within 60 days of notice. For the reasons below, Sunthurst requests that the milestone dates in the Interconnection Agreements be extended.

Inflation Reduction Act (IRA). Pilot Rock Solar 1 -2 and Tutuilla Solar are located in low-income qualifying communities, making the projects eligible for a 10% federal tax credit adder under IRA. All projects are also likely capable of achieving the 10% domestic content adder. But federal guidance on how to qualify for the credit has not yet been published by the IRS and is a real pain point for the industry nationally. Projects are coupled to federal guidance to validate tax credit and equity projection in the funding stack.

Solar Panel Cost/Availability. After the Department of Commerce announced it would investigate alleged dumping by Chinese solar manufacturers, in March 2022, the availability of solar panels crashed, and wholesale prices spiked. Solar deployments "ground to a near-halt" as industry-wide uncertainty over the investigation unfolded.¹ Final resolution of the investigation is not expected before May 2023.

PacifiCorp Merchant Function's delay signing Power Purchase Agreements (PPAs). Last year, PacifiCorp Merchant withheld signing PPAs with Sunthurst Community Solar Projects until PacifiCorp Interconnection executed corresponding Interconnection Agreements, in spite of the Commission's prior order that PacifiCorp not do so. PacifiCorp stopped withholding signing after Sunthurst complained to the PUC, but PacifiCorp's delay prevented Sunthurst from finalizing project finance for all five of its projects for approximately three months, during which time loan rates increased substantially.

Since the signed interconnection agreements or amendments, we secured tax equity financing commitments for all projects. However, valuation is tied to IRA guidance unilaterally delayed by the IRS and the chief reasons contributing to Sunthurst's failure to make milestone payments. These were all beyond Sunthurst's reasonable control. Sunthurst has preserved its project rights and has pending construction financing for all five projects

¹ *Commerce pushes preliminary solar antidumping tariff decision to December 1, 2022*, PV Magazine, Nov 15, 2022 (<https://pv-magazine-usa.com/2022/11/15/commerce-pushes-solar-antidumping-tariff-decision-to-2023/>)



Sunthurst Energy, LLC

but not until some or all of the above delays resolve. Accordingly, Sunthurst respectfully requests that the milestone payments dates be delayed as follows:

Revised Milestones	PRS1	PRS2	Tutuilla	Buckaroo 1	Buckaroo 2
Payment 1	Done	Done	Done	5/1/23	5/1/23
Payment 2	Done	X	Done	X	X
Payment 3	9/1/23	9/1/23	9/1/23	X	X
Payment 4	1/1/24	1/1/24	1/1/24	3/1/24	3/1/24
Payment 5	4/1/24	4/1/24	4/1/24	10/1/24	10/1/24

X- indicates further refinement based on PacifiCorp's reasonable interim date/charges.

Y-The revised milestone dates assume the IRS Guidance for Inflation Reduction Act's domestic content and low-income communities with application and project acceptance is received by August 30, 2023, and December 1, 2023, respectively.

I am enclosing a copy of this letter with my status report to the Commission in UM 2177. Reasonable extension of the milestones is necessary for the success of all five Projects, and I look forward to reaching an agreement before the 60-day notice period expires.

Thank you for your continuing patience and help.

Sincerely,

Dan Hale
Sunthurst Energy, LLC
Managing-Member

Attachment B

AGREEMENT TO AMEND INTERCONNECTION AGREEMENT FOR A COMMUNITY SOLAR PROJECT

This **Agreement To Amend Interconnection Agreement for a Community Solar Project** (“Agreement”) is made and entered into this 22nd day of May, 2023, by and between PacifiCorp, an Oregon corporation (the “Public Utility”) and Tutuilla Solar, LLC (OCS024), an Oregon limited liability company (the “Interconnection Customer” or “Applicant”). Public Utility and Interconnection Customer may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Public Utility and Interconnection Customer have entered into an Interconnection Agreement for a Community Solar Project (“Interconnection Agreement”), dated December 28, 2021, and amended on August 15, 2022;

WHEREAS, Public Utility and Interconnection Customer have mutually agreed to amend one or more attachments to the Interconnection Agreement; and

WHEREAS, Article 8.2 of the Interconnection Agreement states that the Parties may mutually agree to amend this Interconnection Agreement by a written instrument duly executed by both parties;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

- 1.0 The Parties acknowledge and mutually agree that the following attached attachment will substitute in its entirety the same attachment in the Interconnection Agreement:
 - Attachment 3
- 2.0 Service under the Interconnection Agreement with the amended attachment will commence only upon execution by both Parties.
- 3.0 The Interconnection Agreement, with the attached substitute attachment shall constitute the entire agreement between the Parties.
- 4.0 All other provisions of the Interconnection Agreement will continue to apply.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

PacifiCorp

By: Kristopher J Bremer
Kristopher J
Bremer
2023.05.22
19:08:06 -07'00'

Title: Dir., Transmission Svcs

Date: 05/22/2023

Tutuilla Solar, LLC (OCS024)

By: D Hale

Title: Managing Member

Date: 5/8/23



Interconnection Agreement for a Community Solar Project

Attachment 3

Milestones

Estimated In-Service Date: September 30, 2025

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Execute Agreement and Provide First Pre-Payment</u> December 28, 2021 - completed	<u>Applicant</u>
(2)	<u>Retail Service Request Established</u> January 15, 2024	<u>Both</u>
*(3)	<u>Provide Initial Design Package</u> January 15, 2024	<u>Applicant</u>
(4)	<u>Commence Engineering and Procurement</u> March 4, 2024	<u>Public Utility</u>
(5)	<u>Property/Permits/RoW Procured</u> May 6, 2024	<u>Applicant</u>
*(6)	<u>Final Design Package Provided</u> October 3, 2024	<u>Applicant</u>
(7)	<u>Engineering Design Complete</u> November 11, 2024	<u>Public Utility</u>
(8)	<u>Begin Construction</u> January 2, 2025	<u>Public Utility</u>
(9)	<u>Provide Maintenance & Commissioning Plans</u> August 7, 2025	<u>Applicant</u>
(10)	<u>Construction Complete</u> September 5, 2025	<u>Both Parties</u>
(11)	<u>Commissioning Activities Complete</u> September 19, 2025	<u>Public Utility</u>
(12)	<u>Commissioning Document Review Complete</u> September 22, 2025	<u>Public Utility</u>



Interconnection Agreement for a Community Solar Project

- (13) Backfeed Applicant
September 22, 2025
- (14) Initial Synchronization/Generation Testing Applicant
September 24, 2025
- (15) Commercial Operations Interconnection Customer
September 30, 2025

Interconnection Customer is to request Backfeed, 1st Sync, and Commercial Operations in writing (email acceptable) prior to the above dates. Public Utility is to approve Interconnection Customer requests without unreasonable delay. The Interconnection Customer will be required to demonstrate the reactive capability of the Community Solar Project and the voltage control system prior to Commercial Operations.

*Applicant initial design package shall include final generating facility location, inverter selection, basic protection package and collector system location. Applicant final design package shall include PE stamped issued for construction (“IFC”) drawings for generating facility and collector substation.

Payment Schedule*

If Interconnection Customer agrees to progress payments option under Article 4.6 of the Interconnection Agreement, there are two potential options for a payment schedule below (please select one). If Interconnection Customer elects progress payment option but an option below is not selected, the Levelized Option will be selected by default. Failure to comply with the selected payment schedule will result in contractual breach, work stoppage, and slip of the milestone schedule above on a day-for-day basis. Interconnection Customer will still be responsible for all costs of the project. Public Utility will conduct initial accounting for the project within thirty (30) days of granting Commercial Operations approval and will determine if a partial refund of project costs is acceptable.

Please select an option:	<input type="checkbox"/>	<input type="checkbox"/>
<u>Funds due no later than</u>	<u>Levelized Option</u>	<u>Stepped Option</u>
December 28, 2021		
(or when Interconnection Agreement is executed)	\$10,000	\$10,000 - paid
January 1, 2022	\$70,750	\$15,000 – paid
March 30, 2022	\$70,750	\$25,000 - paid
January 2, 2024	\$70,750	\$160,000
July 2, 2024	\$70,750	\$83,000

*Please see Attachments 5 and 6 for further information as estimated costs may change during detailed engineering.

AGREEMENT TO AMEND INTERCONNECTION AGREEMENT FOR SMALL GENERATOR FACILITY

This **Agreement To Amend Interconnection Agreement for Small Generator Facility** (“Agreement”) is made and entered into this 22nd day of May, 2023, by and between PacifiCorp, an Oregon corporation (the “Public Utility”) and Pilot Rock Solar 2, LLC (Q1045), an Oregon limited liability company (the “Interconnection Customer”). Public Utility and Interconnection Customer may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Public Utility and Interconnection Customer have entered into a Generator Interconnection Agreement (“Interconnection Agreement”), dated March 17, 2022 and amended on August 16, 2022;

WHEREAS, Public Utility and Interconnection Customer have mutually agreed to amend one or more attachments to the Interconnection Agreement; and

WHEREAS, Article 8.2 of the Interconnection Agreement states that the Parties may mutually agree to amend this Interconnection Agreement by a written instrument duly executed by both parties;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

- 1.0 The Parties acknowledge and mutually agree that the following attached attachment will substitute in its entirety the same attachment in the Interconnection Agreement:
 - Attachment 3
- 2.0 Service under the Interconnection Agreement with the amended attachment will commence only upon execution by both Parties.
- 3.0 The Interconnection Agreement, with the attached substitute attachment shall constitute the entire agreement between the Parties.
- 4.0 All other provisions of the Interconnection Agreement will continue to apply.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

PacifiCorp
By: Kristopher J Bremer
Kristopher J
Bremer
2023.05.22
19:16:57 -07'00'

Title: Dir., Transmission Svcs

Date: 05/22/2023

Pilot Rock Solar 2, LLC (Q1045)

By: D Hale

Title: Managing Member

Date: 5/8/23



**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 3

Milestones

Estimated In-Service Date: September 30, 2025

Critical milestones and responsibility as agreed to by the Parties:

Milestone/Date	Responsible Party
<u>Execute Agreement and provide first prepayment</u> March 15, 2022 - completed	<u>Interconnection Customer</u>
<u>Retail Service Request Established</u> January 15, 2024	<u>Interconnection Customer</u>
<u>Shared Facilities Agreement provided</u> January 15, 2024	<u>Interconnection Customer</u>
<u>*Initial design information provided</u> January 15, 2024	<u>Interconnection Customer</u>
<u>**BPA Agreement Executed</u> February 1, 2024	<u>Interconnection Customer</u>
<u>Commence engineering and procurement</u> March 4, 2024	<u>Public Utility</u>
<u>Property/Permits/RoW procured</u> May 6, 2024	<u>Interconnection Customer</u>
<u>*Final design information provided</u> October 3, 2024	<u>Interconnection Customer</u>
<u>Property/Permits/RoW procured</u> October 28, 2024	<u>Public Utility</u>
<u>Engineering design complete</u> November 11, 2024	<u>Public Utility</u>
<u>Commence construction</u>	<u>Public Utility</u>



**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

January 2, 2025

Provide maintenance plan
August 7, 2025

Interconnection Customer

Construction complete
September 5, 2025

Both Parties

**BPA Requirements Complete
September 5, 2025

Interconnection Customer

Commissioning complete
September 19, 2025

Public Utility

Backfeed
September 22, 2025

Interconnection Customer

Initial synchronization and generator testing
September 24, 2025

Interconnection Customer

Commercial Operations
September 30, 2025

Interconnection Customer

Interconnection Customer is to request Backfeed, 1st Sync, and Commercial Operations in writing (email acceptable) prior to the above dates. Public Utility is to approve Interconnection Customer requests without unreasonable delay.

*Interconnection Customer initial design package shall include final generating facility location, inverter/turbine selection, basic protection package, tie line route and collector system locations and data as applicable. Interconnection Customer final design package shall include PE stamped issued for construction (“IFC”) drawings for generating facility, collector substation, tie line as well as electromagnetic transient (“EMT”) model as applicable.

**Any requirements for BPA facilities are out of the control of the Public Utility. If the assumed milestones involving BPA in this Attachment 3 are not met by BPA and the Interconnection Customer, the Public Utility will determine if the Small Generating Facility can operate prior to the completion of BPA requirements and at what level of output and/or curtailment.

Payment Schedule

If Interconnection Customer agrees to progress payments option under Article 4.6 of the Interconnection Agreement, there are two potential options for a payment schedule below (please select one). If Interconnection Customer elects progress payment option but an option below is not selected, the Levelized



**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Option will be selected by default. Failure to comply with the selected payment schedule will result in contractual breach, work stoppage, and slip of the milestone schedule above on a day-for-day basis. Interconnection Customer will still be responsible for all costs of the project. Public Utility will conduct initial accounting for the project within thirty (30) days of granting Commercial Operations approval and will determine if a partial refund of project costs is acceptable.

Please select an option:

Funds due no later than

Levelized Option

Stepped Option

March 15, 2022

(or when Interconnection Agreement is executed)

\$10,000 - paid

\$10,000 - paid

January 2, 2024

\$138,500

\$91,000

July 2, 2024

\$138,500

\$186,000

AGREEMENT TO AMEND INTERCONNECTION AGREEMENT FOR SMALL GENERATOR FACILITY

This **Agreement To Amend Interconnection Agreement for Small Generator Facility** (“Agreement”) is made and entered into this 22nd day of May, 2023, by and between PacifiCorp, an Oregon corporation (the “Public Utility”) and Pilot Rock Solar 1, LLC (Q0666), an Oregon limited liability company (the “Interconnection Customer”). Public Utility and Interconnection Customer may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Public Utility and Interconnection Customer have entered into a Generator Interconnection Agreement (“Interconnection Agreement”), dated March 14, 2016 with the sixth amendment dated August 15, 2022;

WHEREAS, Public Utility and Interconnection Customer have mutually agreed to amend one or more attachments to the Interconnection Agreement; and

WHEREAS, Article 8.2 of the Interconnection Agreement states that the Parties may mutually agree to amend this Interconnection Agreement by a written instrument duly executed by both parties;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

- 1.0 The Parties acknowledge and mutually agree that the following attached attachment will substitute in its entirety the same attachment in the Interconnection Agreement:
 - Attachment 3
- 2.0 Service under the Interconnection Agreement with the amended attachment will commence only upon execution by both Parties.
- 3.0 The Interconnection Agreement, with the attached substitute attachment shall constitute the entire agreement between the Parties.
- 4.0 All other provisions of the Interconnection Agreement will continue to apply.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

PacifiCorp

By: Kristopher J Bremer
Kristopher J
Bremer
2023.05.22
19:12:52 -07'00'

Title: Dir., Transmission Svcs

Date: 05/22/2023

Pilot Rock Solar 1, LLC (Q0666)

By: D Hale

Title: Managing Member

Date: 8/8/23



**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 3

Milestones

Estimated In-Service Date: September 30, 2025

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Execute Agreement and Provide \$10,000 deposit</u> March 15, 2016 - completed	<u>Interconnection Customer</u>
(2)	<u>Retail Service Request Established</u> January 15, 2024	<u>Interconnection Customer</u>
(3)	<u>*Initial Design Information Provided</u> January 15, 2024	<u>Interconnection Customer</u>
(4)	<u>Begin Engineering Design</u> March 4, 2024	<u>Public Utility</u>
(5)	<u>Obtain Property Rights</u> May 6, 2024	<u>Interconnection Customer</u>
(6)	<u>*Final design information provided</u> October 3, 2024	<u>Interconnection Customer</u>
(7)	<u>Property/Permits/RoW procured</u> October 28, 2024	<u>Public Utility</u>
(8)	<u>Complete Engineering Design</u> November 11, 2024	<u>Public Utility</u>
(9)	<u>Begin Construction</u> January 2, 2025	<u>Public Utility</u>
(10)	<u>Provide Policy 138 required Test & Maintenance Plans</u> August 7, 2025	<u>Interconnection Customer</u>
(11)	<u>Complete Construction</u> September 5, 2025	<u>Both</u>

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

- | | | |
|------|--|---------------------------------|
| (12) | <u>Commissioning Complete</u>
September 19, 2025 | <u>Public Utility</u> |
| (13) | <u>Backfeed</u>
September 22, 2025 | <u>Interconnection Customer</u> |
| (14) | <u>Initial synchronization and generator testing</u>
September 24, 2025 | <u>Interconnection Customer</u> |
| (15) | <u>Commercial Operations</u>
September 30, 2025 | <u>Both</u> |

Interconnection Customer is to request Backfeed, 1st Sync, and Commercial Operations in writing (email acceptable) prior to the above dates. Public Utility is to approve Interconnection Customer requests without unreasonable delay. The Interconnection Customer will be required to demonstrate the reactive capability of the Small Generating Facility and the voltage control system prior to Commercial Operations.

*Interconnection Customer initial design package shall include final generating facility location, inverter/turbine selection, basic protection package, tie line route and collector system locations and data as applicable. Interconnection Customer final design package shall include PE stamped issued for construction (“IFC”) drawings for generating facility, collector substation, tie line as well as an updated PSS/e model and updated WECC approved model, electromagnetic transient (“EMT”) model and a detailed short circuit model of its generation system using the ASPEN OneLine short circuit simulation program as applicable. The WECC model parameters must be adjusted to reflect the plant’s actual anticipated performance. The plant controller must be included in the model. If there is to be coordination between facilities or a master VAR controller, this must be included in the detailed WECC dynamic model, as well as in the PSS/e user-written model.

Payment Schedule

If Interconnection Customer elects the progress payments option under Article 4.6 of the Interconnection Agreement, there are two potential options for a payment schedule below (please select one). If Interconnection Customer elects progress payment option but an option below is not selected, the Levelized Option will be selected by default. Failure to comply with the selected payment schedule will result in immediate contractual breach, work stoppage, and slip of the milestone schedule above on a day-for-day basis. Interconnection Customer will still be responsible for all costs of the project. Public Utility will conduct initial accounting for the project within thirty (30) days of granting Commercial Operations approval and will determine if a partial refund of project costs is acceptable.

Please select an option:

Funds due no later than Stepped Option



**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

March 15, 2016 (or when Interconnection Agreement is executed)	\$10,000 - Paid
July 1, 2018	\$79,500 - Paid
January 2, 2024	\$200,000
July 2, 2024	\$282,500