

April 24, 2020

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-1166

Attn: Filing Center

Re: Docket UM 1401—Qualifying Facility Large Generator Interconnection Agreement

PacifiCorp d/b/a Pacific Power hereby submits the following attached Agreement to Amend the Qualifying Facility Large Generator Interconnection Agreement (QF-LGIA) with Skysol, LLC in compliance with Commission Order No. 10-132.

On March 25, 2020, PacifiCorp and Skysol, LLC executed an amendment to the QF-LGIA that was originally executed by the parties on June 5, 2017, and filed with the Commission on December 6, 2019, in compliance with Order 10-132. The amendment modified three sections of the agreement.

- Article 19 – The language in this section was revised with the language conforming to the approved LGIA in Order No. 10-132.
- Appendix A – Section 2c was modified. Due to a service type selection of a higher priority interconnection request the list of contingent facilities contained in the original QF-LGIA was modified to reflect new requirements.
- Appendix B – The milestone schedule was modified to reflect a change of the Commercial Operation Data of the generating facility from September 30, 2027 in the original QF-LGIA to August 30, 2022.

Please direct informal correspondence and questions regarding this filing to Cathie Allen, Manager, Regulatory Affairs, at (503) 813-5934.

Sincerely,



Mike Wilding
Director, Regulation

Enclosures

AGREEMENT TO AMEND QUALIFYING FACILITY LARGE GENERATOR INTERCONNECTION AGREEMENT

This **Agreement To Amend Qualifying Facility Large Generator Interconnection Agreement** (“Agreement”) is made and entered into this 25th day of March, 2020, by and between PacifiCorp, an Oregon corporation (the “Transmission Provider”) and Skysol, LLC, a Utah limited liability company (the “Interconnection Customer”). Transmission Provider and Interconnection Customer may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Transmission Provider and Interconnection Customer have entered into a Qualifying Facility Large Generator Interconnection Agreement, dated June 5, 2017 (the “Interconnection Agreement”);

WHEREAS, Transmission Provider and Interconnection Customer have mutually agreed to amend one or more articles and appendices to the Interconnection Agreement; and

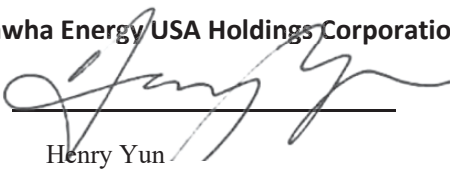
WHEREAS, Articles 29.9 and 29.10 of the Interconnection Agreement state that the Parties may by mutual agreement amend the Interconnection Agreement or its Appendices by a written instrument duly executed by the Parties, and such amendment shall become effective and a part of this Interconnection Agreement upon satisfaction of all Applicable Laws and Regulations;

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 article and appendices will be substituted in their entirety for the same article and appendices in the Interconnection Agreement:
 - Article 19
 - Appendix A
 - Appendix B
- 2.0 Service under the Interconnection Agreement with the amended article and appendices will commence only upon execution by both Parties.
- 3.0 The Interconnection Agreement, with the attached substitute article and appendices 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: Rick Vail Digitally signed by Rick Vail
Date: 2020.03.25 11:30:13 -07'00'
Title: VP, Transmission
Date: 03/25/2020

Skysol, LLC
By **Hanwha Energy USA Holdings Corporation, its Manager**
By: 
Name: Henry Yun
Title: President
Date: 3/13/2020

minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

- 18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this QF-LGIA.

Article 19. Assignment

- 19.1 Assignment.** This QF-LGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this QF-LGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this QF-LGIA; and provided further that Interconnection Customer shall have the right to assign this QF-LGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this QF-LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

- 20.1 Severability.** If any provision in this QF-LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this QF-LGIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

Appendix A to QF-LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities: Single 230 kV rated circuit breaker, short conductor span to the Q721 Point of Interconnection substation, and disconnect switch

(b) Transmission Provider's Interconnection Facilities: Single line position (including dead end structure and 230 kV rated metering equipment) located at the Q721 Point of Interconnection substation

2. Network Upgrades:

(a) Stand Alone Network Upgrades: new three-breaker ring bus substation (Q721 Point of Interconnection substation)

(b) Other Network Upgrades: Loop in/out of the Malin-Snow Goose transmission line, Fiber Optic cable between the Q721 Point of Interconnection substation and the Beth's Butte communications site, new SCADA alarms at Beth's Butte, new relay settings at Snow Goose and Malin substations, new communications equipment at the Klamath substation and Portland Control Center

(c) Contingent Facilities: None (pursuant to results of the Material Modification Assessment delivered to the Interconnection Customer dated January 17, 2020).

3. Distribution Upgrades: There are no Distribution Upgrades

4. Description of the Point of Interconnection: The point at which Transmission Provider's Interconnection Facilities meet the 230 kV bus at the Q721 Point of Interconnection substation (see Attachment A)

5. Point of Change of Ownership: The point at which Interconnection Customer's and Transmission Provider's Interconnection Facilities meet. This Point is approximately at the fence line of the Q721 Point of Interconnection substation (see Attachment A)

6. One-Line Diagram: Please see Attachment A

Appendix B to QF-LGIA Milestones

Event and Date	Responsible Party
Execute Interconnection Agreement June 6, 2017	Interconnection Customer
Provide Financial Security (\$2,210,000) September 2, 2020	Interconnection Customer
Interconnection Customer Design Information Provided November 27, 2020	Interconnection Customer
*Transmission Provider Engineering & Procurement Commences December 10, 2020	Transmission Provider
Interconnection Customer provides signed drawings for their facility: Aligned with Transmission Provider specified engineering Design Review 2 date	Interconnection Customer
**Energy Imbalance Market Modeling Data Submittal July 1, 2021	Interconnection Customer
Transmission Provider Engineering Design Complete July 4, 2021	Transmission Provider
Interconnection Customer Property/Permits/ROW Procured October 12, 2021	Interconnection Customer
Transmission Provider Construction Begins November 5, 2021	Transmission Provider
Receive Long Lead Materials December 9, 2021	Transmission Provider
Receive Policy 139 stipulated test plan from Interconnection Customer: January 4, 2022	Interconnection Customer
Backfeed / Construction Complete February 15, 2022	Transmission Provider
Initial Synchronization/Generation Testing March 1, 2022	Interconnection Customer
Commercial Operation April 30, 2022	Interconnection Customer

*As applicable and determined by the Transmission Provider, within 60 days of Interconnection Customer's authorization for the Transmission Provider to begin engineering, Interconnection Customer shall provide a detailed short circuit model of its generation system. This model must be

constructed using the ASPEN OneLine short circuit simulation program and contain all individual electrical components of Interconnection Customer's generation system.

**Any design modifications to Interconnection Customer's Generating Facility after this date requiring updates to the Transmission Provider's network model will result in a minimum of 3 months added to all future milestones including Commercial Operation.

Term of Agreement: In accordance with QF-LGIA Article 2.2, the Parties agree that the term of the LGIA shall be ten (10) years from the Effective Date and shall renew according to terms of Article 2.2.

Construction Option: The Network Upgrades, Direct Assignment Facilities and Transmission Provider Interconnection Facilities will be designed, procured and constructed by the Transmission Provider in accordance with the Standard Option outlined in Article 5.1.1 of this Agreement. The Network Upgrades, Direct Assignment Facilities and Transmission Provider Interconnection Facilities shall be constructed in accordance with the Scope of Work attached to this QF-LGIA as Attachment B. The Network Upgrades, Direct Assignment Facilities and Transmission Provider's Interconnection Facilities shall be designed, procured and constructed in a timely manner to support the Milestone Dates stated above.

Estimated Project Cost (all costs directly assigned to Interconnection Customer)

Network Upgrades:	\$10,422,000
Interconnection Facilities:	\$214,000
Total	\$10,636,000