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April 26, 2024

VIA E-MAIL TO

Public Utility Commission of Oregon
Filing Center
201 High Street SE, Suite 100
Salem, Oregon 97301-3398

Re: Docket UM 2305 - In the Matter of Green Solar, LLC, vs. PacifiCorp, dba Pacific Power, Pursuant to ORS 756.500 and OAR 860-082-0085.

Attention Filing Center:

Attached, please find PacifiCorp's Answer to Green Solar, LLC's Complaint.

Please contact this office with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Cole Albee". The signature is written in a cursive style and is positioned above a horizontal line.

Cole Albee
Paralegal
McDowell Rackner Gibson PC

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 2305

GREEN SOLAR LLC

Complainant

vs.

PACIFICORP dba PACIFIC POWER,

Defendant

PACIFICORP’S ANSWER

I. INTRODUCTION

1 Green Solar signed an Interconnection Agreement (IA) with PacifiCorp on April 22, 2021.
2 The IA contemplated that if both parties completed work on “critical milestones” identified in the
3 IA, the “estimated in-service date” of the interconnection would be October 21, 2022. The IA thus
4 contemplated an 18-month timeline for completing the interconnection. The IA (and no IA of
5 which PacifiCorp is aware) guarantees an in-service or commercial operations date;
6 interconnection projects involve design and construction activities that may encounter delays
7 resulting from supply chain constraints, site control issues, environmental challenges to
8 construction, or other causes. That is why PacifiCorp cannot – and certainly did not for Green
9 Solar – guarantee a completion date for interconnection projects.

10 After Green Solar signed the IA, for the remainder of 2021 and six months of 2022 (a total
11 of approximately 14 months), Green Solar met none of the “critical milestones” set forth in the IA
12 as necessary to complete the interconnection of its proposed facilities. In fact, PacifiCorp sent
13 default notices to Green Solar in 2021 and 2022 due to its failure to make required payments under
14 the IA. PacifiCorp would have been within its rights to terminate the IA based on Green Solar’s

1 failure to make timely payments or take any other steps toward fulfilling its obligations under the
2 IA.

3 It was not until August 2022 that Green Solar (now under new ownership and management)
4 approached PacifiCorp with the initial facility design information that PacifiCorp needed to begin
5 the interconnection work contemplated in the IA. PacifiCorp began work on the interconnection
6 in August 2022, as soon as Green Solar indicated it was moving forward based on what had been
7 an otherwise dormant IA. As a practical matter, the 18-month interconnection timeline estimated
8 in the IA did not begin until Green Solar provided its facility design plans to PacifiCorp in August
9 2022. Notably, Green Solar continued to miss critical deadlines for meeting its obligations under
10 the IA. For example, the IA required Green Solar to provide PacifiCorp with a maintenance plan
11 for the equipment associated with the interconnection by June 10, 2022. Green Solar did not
12 provide the maintenance plan until March 20, 2024—649 days late.

13 PacifiCorp has worked with Green Solar diligently and in good faith since Green Solar
14 indicated in August 2022 that it would actually build the solar facility identified in the IA. As is
15 often the case when a project moves into detailed design and construction, there have been
16 construction and scheduling challenges along the way. At every juncture, PacifiCorp has
17 communicated with Green Solar about potential problems, and has worked to mitigate or avoid
18 problems that threatened delay. Some of the alleged “delays” Green Solar complains about
19 delayed nothing, and in every case where problems arose in managing the project, PacifiCorp
20 worked with Green Solar to resolve them. As PacifiCorp’s answer makes clear, there have been
21 regular and detailed communications between PacifiCorp’s project management team and
22 personnel from Green Solar. Those communications will continue until the facility’s
23 interconnection is completed.

1 Nevertheless, Green Solar threatened PacifiCorp with legal action as early as October
2 2023¹ – only 15 months into interconnection work that the IA estimated would take 18 months to
3 complete if everything went exactly to plan. In its Complaint, Green Solar tells the Commission
4 that PacifiCorp should be held to an estimated completion date that Green Solar’s inaction made
5 impossible to meet. Notably, while Green Solar seeks to hold PacifiCorp to the terms of the
6 original IA, Green Solar has built (and will soon interconnect) a solar facility that is vastly different
7 from the one they described in the IA. Green Solar is asking the Commission for strict enforcement
8 of an agreement to interconnect a project that is not even the project Green Solar built. Strict
9 enforcement of the IA as originally executed would no longer reflect reality.

10 PacifiCorp is doing everything in its power to complete Green Solar’s interconnection and
11 has been working in good faith with Green Solar since the IA was signed. There is no sense in
12 which PacifiCorp requires an Order from the Commission to complete the work that is already
13 nearly done. Moreover, there is no basis for levying administrative penalties on PacifiCorp when
14 it has consistently complied with the IA and communicated potential interconnection design or
15 construction problems and worked to resolve them – even when it was waiting over a year-and-a-
16 half for its counterparty Green Solar to show up with plans for its project. Green Solar’s Complaint
17 and its various requests for relief lack factual basis and legal grounding and should be rejected by
18 the Commission.

19 Finally, Green Solar’s Complaint goes far beyond the scope of a complaint for enforcement
20 of its IA under OAR 860-082-0085. Indeed, rather than enforcing the existing IA, Green Solar
21 seeks to *amend* the existing IA and Green Solar also seeks administrative penalties for delays it
22 blames on PacifiCorp (without acknowledging its own role in delaying the project). Because the

¹ See Green Solar LLC’s Complaint, Attachment A.

1 proposed amendment and requested penalties are beyond the scope of a complaint for enforcement
2 of an IA, those requests for relief should be removed from the expedited process under OAR 860-
3 082-0085 and addressed in accordance with a conventional process for complaints under
4 ORS 756.500.

5 **II. ANSWER**

6 PacifiCorp hereby answers Green Solar’s Complaint. PacifiCorp denies any allegations
7 not specifically admitted herein and reserves the right to supplement this Answer if Green Solar
8 amends its Complaint. As for the introductory portion of Green Solar’s Complaint, entitled
9 “Introduction,” the section restates facts and arguments alleged later in the enumerated paragraphs
10 of the Complaint. To the extent a response is necessary, PacifiCorp denies the allegations in the
11 “Introduction” section. Similarly, the concluding section of Green Solar’s Complaint, entitled
12 “Prayer for Relief,” restates arguments alleged previously in enumerated paragraphs of the
13 Complaint. To the extent a response is necessary PacifiCorp denies the allegations in the “Prayer
14 for Relief” section.

15 The headings listed below between the numbered answers reprint the headings used in
16 Green Solar’s Complaint. With respect to the particular numbered paragraphs of the Complaint,
17 PacifiCorp answers as follows:

18 **Identity of the Parties**

- 19 1. PacifiCorp admits the allegations in Paragraph 1.
20 2. PacifiCorp has insufficient information or knowledge to admit or deny the truth of
21 the allegations in Paragraph 2, which relate to the identity, corporate structure, Qualifying Facility
22 (QF) status, and mailing address of Green Solar

1 **Applicable Statutes and Rules**

2 3. Paragraph 3 contains statements and conclusions of law, which require no response.
3 PacifiCorp’s lack of response does not indicate agreement that Green Solar’s Complaint involves
4 issues germane to the Oregon statutes and rules listed in Paragraph 3.

5 4. Paragraph 4 contains statements and conclusions of law, which require no response.
6 PacifiCorp’s lack of response does not indicate agreement that Green Solar’s Complaint involves
7 issues germane to the federal statutes and rules listed in Paragraph 4.

8 **Jurisdiction**

9 5. Paragraph 5 contains statements and conclusions of law, which require no response.
10 6. Paragraph 6 contains statements and conclusions of law, which require no response.
11 7. Paragraph 7 contains statements and conclusions of law, which require no response.
12 8. Paragraph 8 contains statements and conclusions of law, which require no response.
13 9. Paragraph 9 contains statements and conclusions of law, which require no response.
14 PacifiCorp has insufficient information or knowledge to admit or deny whether Green Solar waives
15 certain legal rights, or whether Green Solar is entitled to such rights.

16 **Factual Background**

17 10. PacifiCorp admits that Green Solar has represented to PacifiCorp that its project
18 has a total nameplate capacity of 2.875 megawatts (MW). PacifiCorp admits that the Green Solar
19 generation facility is located in Jefferson County, Oregon.

20 11. PacifiCorp admits that the Green Solar facility is located in PacifiCorp service
21 territory and that PacifiCorp is the utility the facility will interconnect with in order to produce
22 electric power.

1 12. PacifiCorp has insufficient information or knowledge to admit or deny whether
2 Green Solar is pre-certified to be part of the Oregon Community Solar Program.

3 13. PacifiCorp admits it received an interconnection request from Green Solar, but
4 states that PacifiCorp’s records show the Green Solar application was received on September 24,
5 2020.

6 14. PacifiCorp denies that its interconnection studies failed to identify work at the
7 Culver substation or system upgrades that would be needed to complete interconnection of Green
8 Solar’s facility. The need for substation work and distribution upgrades were also identified in
9 Attachments 5 and 6 of the IA executed by PacifiCorp and Green Solar. PacifiCorp further denies
10 that it made any representations in its interconnection studies regarding the potential impact of the
11 construction work necessary to complete the interconnection on the estimated in-service date for
12 the interconnection.

13 15. PacifiCorp admits that it would not have sufficient information from an
14 interconnection study to make representations about whether construction associated with
15 completing the interconnection would involve “underground work and rock to dig through.”

16 16. PacifiCorp admits that it would not necessarily have sufficient information from an
17 interconnection study to make representations about whether interconnection facilities may need
18 to be located on land not controlled by PacifiCorp or Green Solar.

19 17. PacifiCorp denies that it failed to provide notice of the potential need for an
20 easement to complete Green Solar’s interconnection. PacifiCorp notified Green Solar as soon as
21 it appeared an easement would be necessary. Obtaining easements is the responsibility of Green
22 Solar under the IA. *See* IA, Attachment 6 (Complaint, Attachment B). PacifiCorp ultimately

1 resolved the issue in a way that enables Green Solar’s interconnection without execution of an
2 easement.

3 18. PacifiCorp admits that it executed an IA with Green Solar on April 22, 2021,
4 although Green Solar was owned and managed by a different entity at the time of execution of the
5 IA.

6 19. PacifiCorp admits that the IA included an “estimated in-service date” and estimated
7 “Commercial Operation” date of October 21, 2022, that could be met if “critical milestones” were
8 met by both parties. *See* IA, Attachment 3 (Complaint, Attachment B). Green Solar met none of
9 the critical milestones by the dates listed in the IA as being necessary to achieve the estimated in-
10 service date of October 21, 2022.

11 20. PacifiCorp has insufficient information or knowledge to admit or deny the truth of
12 the allegation in Paragraph 20, which relates to the date on which the ownership of Green Solar
13 was transferred to “an entity managed by SolRiver Capital, LLC.”

14 21. PacifiCorp denies that it has received all “interconnection payments” that may be
15 due to PacifiCorp to complete the interconnection of Green Solar. To the extent that Paragraph 21
16 includes a legal conclusion or contention regarding the meaning of the term “interconnection
17 payments,” PacifiCorp need not respond to such legal arguments.

18 22. PacifiCorp has insufficient information or knowledge to admit or deny the truth of
19 the allegation in Paragraph 22, which relates to the date on which Green Solar executed a contract
20 with a third-party.

21 23. PacifiCorp admits that Green Solar “provided PacifiCorp initial designs of the
22 facility and single line diagram” of its proposed facility on August 1, 2022. Under the terms of the
23 IA, the initial designs were due from Green Solar by June 4, 2021, in order to meet the “critical

1 milestones” necessary to meet the estimated in-service date contemplated in the IA. *See* IA,
2 Attachment 3 (Complaint, Attachment B). PacifiCorp admits that Green Solar communicated its
3 desire to have its initial designs and diagrams approved pursuant to the IA.

4 24. PacifiCorp admits the allegations included in Paragraph 24, and that discussions
5 between PacifiCorp and Green Solar included the use of facility designs and equipment different
6 from those identified to PacifiCorp when the IA was executed.

7 25. PacifiCorp has insufficient information or knowledge to admit or deny the truth of
8 the allegation in Paragraph 25, which relates to the date on which Green Solar made payments on
9 a contract with a third-party.

10 26. PacifiCorp has insufficient information or knowledge to admit or deny the truth of
11 the allegation in Paragraph 26, which relates to the construction of Green Solar’s facility. Green
12 Solar did not coordinate the dates of its facility construction with PacifiCorp.

13 27. PacifiCorp denies that it failed to inform Green Solar of any potential delays in
14 completion of its interconnection. PacifiCorp denies that there were delays in completion of Green
15 Solar’s interconnection due to, as alleged in Paragraph 27, “transmission upgrades at the Culver
16 substation unrelated to Green Solar that PacifiCorp desired to complete before implementing the
17 work required by the Green Solar IA.”

18 28. PacifiCorp denies that it informed Green Solar in February 2023 that it would, as
19 alleged in Paragraph 28, “delay energizing Green Solar until March 2024 because PacifiCorp
20 preferred to complete an unrelated transmission upgrade at the Culver substation before
21 undertaking the work required to interconnect Green Solar as required by the Green Solar IA.”

22 29. PacifiCorp has insufficient knowledge or information to admit or deny the
23 allegations in Paragraph 36, which relates to Green Solar’s understanding of the relationship

1 between a PacifiCorp “transmission upgrade” and completion of Green Solar’s interconnection.
2 PacifiCorp denies that the Green Solar project was delayed due to the transmission upgrade work
3 referenced by Green Solar.

4 30. PacifiCorp denies the allegations in Paragraph 30 regarding the “transmission
5 upgrade.” PacifiCorp neither admits nor denies the allegation that “Green Solar objected,” in that
6 it is unclear to what the Complaint alleges Green Solar objected. PacifiCorp admits that it offered
7 Green Solar an updated estimate of the project timeline, but that any statement that “PacifiCorp
8 could interconnect the project by November 2023” was made dependent on the resolution of all
9 design, construction, or other outstanding issues necessary to interconnect Green Solar’s facility.
10 PacifiCorp also denies any implication that it entered into any binding legal commitment to
11 complete the project in November 2023.

12 31. PacifiCorp admits that, on or about April 5, 2023, PacifiCorp notified Green Solar
13 of the requirements for the line extension necessary to complete connection of PacifiCorp’s
14 facilities with Green Solar’s facilities. The line extension requirements included an easement for
15 the new facilities to be procured by Green Solar, as contemplated in Attachment 6 of the IA. *See*
16 IA, Attachment 6 (Complaint, Attachment B). PacifiCorp denies that it “desired Green Solar to
17 obtain” the easement; rather, it was a requirement to allow PacifiCorp’s facilities to be safely
18 extended to the point of interconnection.

19 32. PacifiCorp admits it notified Green Solar that obtaining an easement from a third-
20 party landowner may be necessary to complete the connection safely.

21 33. PacifiCorp admits that the third-party landowner refused to grant the easement
22 necessary for PacifiCorp to install a guy wire as part of the line extension necessary to interconnect
23 Green Solar. PacifiCorp further states that after the landowner’s refusal, PacifiCorp began to

1 examine other means for completing the line extension necessary for Green Solar's
2 interconnection.

3 34. PacifiCorp admits it offered Green Solar a draft IA amendment with an estimated
4 in-service Commercial Operations date of November 30, 2023, but the estimated completion date,
5 like the dates in the original IA, was dependent on completion of critical milestones by Green Solar
6 and PacifiCorp.

7 35. PacifiCorp admits that Green Solar did not execute the IA amendment offered by
8 PacifiCorp. PacifiCorp has insufficient knowledge or information to admit or deny the allegations
9 in Paragraph 35 regarding Green Solar's reasons for failing to execute the proposed IA amendment.

10 36. PacifiCorp has insufficient knowledge or information to admit or deny the
11 allegations in Paragraph 36, which relates to the date Green Solar alleges it received a "Mechanical
12 Completion Certificate."

13 37. PacifiCorp denies that the Company "did not know the type of distribution poles"
14 installed "adjacent to the site."

15 38. PacifiCorp admits that its interconnection project team initiated a ground survey to
16 confirm information needed for PacifiCorp's completion of its obligations under the IA.

17 39. PacifiCorp admits that Green Solar requested PacifiCorp "expedite completion of
18 the ground survey."

19 40. PacifiCorp denies that it "refused to expedite the survey," and that the ground
20 survey was completed without causing delay for completion of the interconnection project.

21 41. PacifiCorp admits it communicated with Green Solar on August 29, 2023,
22 regarding potential start dates for construction on upgrades necessary to complete the
23 interconnection with Green Solar.

1 42. PacifiCorp denies that a possible energization date for Green Solar in March 2024
2 was, as alleged in Paragraph 42, “consistent with” delays “due to the unrelated transmission
3 upgrade.”

4 43. PacifiCorp denies that its receipt of “the results of the ground survey” on September
5 26, 2023 “delayed energization of Green Solar.”

6 44. PacifiCorp admits that Green Solar filed a Notice of Complaint with the
7 Commission on October 23, 2023.

8 45. PacifiCorp has insufficient knowledge or information to admit or deny the
9 allegations in Paragraph 45, which relate to Green Solar’s rationale for filing a Notice of Complaint
10 with the Commission.

11 46. PacifiCorp admits that on December 21, 2023, it communicated to Green Solar that
12 it had found a workaround that would enable it to complete Green Solar’s interconnection without
13 Green Solar obtaining an easement.

14 47. PacifiCorp denies that on December 21, 2023, it communicated to Green Solar that
15 it was ready to “begin work,” because PacifiCorp had been working with Green Solar for months
16 to complete its interconnection. PacifiCorp admits it discussed with Green Solar plans for
17 completing contracts necessary to finish the construction portion of the interconnection project.

18 48. PacifiCorp admits that it met with Green Solar on January 2, 2024, and the
19 discussion included PacifiCorp’s description of its workaround to avoid the necessity for Green
20 Solar to obtain an easement.

21 49. PacifiCorp admits that it communicated by email with Green Solar on January 31,
22 2024, that it would proceed with the workaround work that enabled Green Solar to avoid obtaining

1 an easement to complete the interconnection. PacifiCorp further states that it offered to expedite
2 the contracting process to speed the work to complete the line extension for the interconnection.

3 50. PacifiCorp admits that it communicated by email with Green Solar on January 31,
4 2024, regarding progress on the interconnection project. PacifiCorp conveyed its updated estimate
5 that it could complete the interconnection project, barring any unforeseen challenges, by “the end
6 of March 2024.”

7 51. PacifiCorp admits it participated in an update call with Green Solar on February
8 16, 2024, regarding the timeline for completing the interconnection project.

9 52. PacifiCorp admits it had email communication with Green Solar on February 16,
10 2024, regarding the timeline for completing the interconnection project. PacifiCorp denies that it
11 confirmed a date certain that Green Solar would be energized.

12 53. PacifiCorp admits it had communications with Green Solar on February 19, 2024,
13 regarding the timeline for completing the interconnection project. PacifiCorp admits it was
14 moving forward as quickly as possible to complete the project but denies that it confirmed a date
15 certain when Green Solar would be energized.

16 54. PacifiCorp admits it had email communications with Green Solar on February 26,
17 2024, regarding the timeline and costs of completing the interconnection project. PacifiCorp
18 admits that Green Solar agreed that PacifiCorp should complete the interconnection project but
19 denies that Green Solar had the authority to “direct” PacifiCorp to complete the project by a date
20 certain regardless of technical or safety issues.

21 55. PacifiCorp admits that it sent by email an IA amendment to Green Solar on March
22 27, 2024, since the IA had not been amended since Green Solar changed ownership, changed
23 equipment configuration at the interconnection site, and re-started the interconnection process in

1 August 2022. PacifiCorp believes an amendment to the IA to reflect these new facts is necessary,
2 but PacifiCorp denies that it currently requires that Green Solar sign an IA amendment before
3 PacifiCorp completes the interconnection project. PacifiCorp also denies that a complaint for
4 enforcement under OAR 860-082-0085 is the appropriate forum for litigating an amendment to an
5 IA.

6 56. PacifiCorp admits that it had communications with Green Solar on March 27, 2024,
7 regarding the timeline for completing the project. PacifiCorp admits that in the update call, as on
8 all the numerous project management update calls with Green Solar, PacifiCorp discussed issues
9 related to project construction, including possible delays due to the discovery of significant rock
10 within the Culver substation in the area requiring installation of underground conduit for required
11 fiber optic cable needed to complete the interconnection project.

12 57. PacifiCorp has insufficient knowledge or information to admit or deny the
13 allegations in Paragraph 57, which relate to Green Solar's decision to send contractors and
14 employees to its facility despite notice from PacifiCorp that fiber optic cable installation may delay
15 project completion due to the need to drill through rock to create a path for the conduit and cable.

16 58. PacifiCorp admits that it communicated with Green Solar on April 3, 2024,
17 regarding the timeline for completing the project. PacifiCorp admits that it provided an update on
18 the status of drilling through the rock within the Culver substation that was needed to create a path
19 for fiber optic cable and conduit required to complete the interconnection project.

20 59. PacifiCorp admits that it communicated with Green Solar on April 3, 2024,
21 regarding the timeline for completing the project. PacifiCorp admits that it discussed the need for
22 equipment to satisfy the transfer trip requirements for safe interconnection, a requirement that was
23 known by Green Solar. PacifiCorp admits that it communicated to Green Solar that new equipment

1 would be needed because Green Solar failed to install, on its side of the interconnection, a pole tall
2 enough to support the necessary microwave antenna. PacifiCorp further states that due to Green
3 Solar’s failure to install the proper pole, PacifiCorp, in order to complete the interconnection
4 project, installed a new pole for the antenna and supportive communications equipment, as well as
5 run cable from that new pole to the customer recloser pole. PacifiCorp also had to run power to
6 the new pole to support the equipment on the pole. The steps taken by PacifiCorp to remedy the
7 issues caused by Green Solar’s failure to install the correctly-sized pole went beyond what
8 PacifiCorp had committed to do under the agreed designs for the interconnection project.

9 60. PacifiCorp admits that it communicated with Green Solar on April 3, 2024,
10 regarding the timeline for completing the project. PacifiCorp admits it updated Green Solar on
11 PacifiCorp’s efforts to obtain the additional equipment needed to correct Green Solar’s installation
12 of a pole at its facility that would not support the communications and microwave links necessary
13 to complete the interconnection process.

14 61. PacifiCorp admits that in March and April 2024, PacifiCorp and Green Solar
15 discussed the provisions of the proposed IA Amendment.

16 62. PacifiCorp admits that it communicated with Green Solar on April 5, 2024,
17 regarding the timeline for completing the project. PacifiCorp denies that it takes the position that
18 PacifiCorp will not energize the Green Solar facility unless an amendment to the IA is executed.

19 63. PacifiCorp denies that Green Solar “agreed to an IA Amendment” because Green
20 Solar failed to execute an amended IA. PacifiCorp admits that PacifiCorp and Green Solar
21 continued to discuss the terms of an amendment to the IA in April 2024.

22 64. PacifiCorp denies that Green Solar “agreed to an IA amendment” because Green
23 Solar failed to execute an amended IA.

1 65. PacifiCorp admits that it did not agree to the reservation of rights language
2 proposed by Green Solar for inclusion in an amended IA.

3 66. PacifiCorp has insufficient knowledge or information to admit or deny the
4 allegations in Paragraph 66, which appear to refer to Green Solar’s state of mind. PacifiCorp
5 admits that PacifiCorp is completing the interconnection project contemplated in the IA, which
6 includes energization and witness testing.

7 67. PacifiCorp has insufficient knowledge or information to admit or deny the
8 allegations in Paragraph 67, which assert that Green Solar “has been harmed.” PacifiCorp denies
9 that any alleged harm was caused by PacifiCorp.

10 68. PacifiCorp has insufficient knowledge or information to admit or deny the
11 allegations in Paragraph 68, which assert that Green Solar “has lost revenues.” PacifiCorp denies
12 that any alleged lost revenues were caused by PacifiCorp.

13 69. PacifiCorp has insufficient knowledge or information to admit or deny the
14 allegations in Paragraph 69, which assert that Green Solar “continues to lose revenues.”
15 PacifiCorp denies that any alleged lost revenues were caused by PacifiCorp.

16 70. PacifiCorp has insufficient knowledge or information to admit or deny the
17 allegations in Paragraph 70, which assert that Green Solar “has incurred additional costs.”
18 PacifiCorp denies that any alleged additional costs were caused by PacifiCorp.

19 71. PacifiCorp has insufficient knowledge or information to admit or deny the
20 allegations in Paragraph 71, which assert that Green Solar “continues to incur additional costs.”
21 PacifiCorp denies that any alleged additional costs were caused by PacifiCorp.

22 72. PacifiCorp has insufficient knowledge or information to admit or deny the
23 allegations in Paragraph 72, which concerns Green Solar’s request for relief from the Commission.

1 **Complainant’s First Claim for Relief**

2 73. PacifiCorp incorporates all of its answers to the allegations in the preceding
3 paragraphs.

4 74. PacifiCorp admits PacifiCorp and Green Solar executed the IA on April 22, 2021.

5 75. PacifiCorp denies that Green Solar paid interconnection costs required under the
6 IA. PacifiCorp admits Green Solar did eventually make all progress payments for PacifiCorp’s
7 estimated project costs, although late payments constituted a breach of the IA.

8 76. PacifiCorp admits that the IA requires PacifiCorp to interconnect Green Solar, but
9 contingent on Green Solar meeting all necessary milestones included in the IA and after all
10 required construction of interconnection facilities and system upgrades are complete.

11 77. PacifiCorp admits that the IA includes an estimated Commercial Operations date
12 of October 21, 2022. PacifiCorp further states that Green Solar failed to meet any of the critical
13 milestones delineated in the IA that would have made project completion by the original estimated
14 date possible.

15 78. PacifiCorp denies the allegations in Paragraph 78.

16 79. PacifiCorp denies the allegations in Paragraph 79.

17 80. PacifiCorp denies the allegations in Paragraph 80.

18 81. PacifiCorp denies the allegations in Paragraph 81.

19 82. PacifiCorp denies the allegations in Paragraph 82.

20 83. PacifiCorp denies the allegations in Paragraph 83.

21 84. PacifiCorp denies the allegations in Paragraph 84.

22 85. PacifiCorp denies the allegations in Paragraph 85.

23 86. PacifiCorp denies the allegations in Paragraph 86.

1 87. PacifiCorp denies the allegations in Paragraph 87.

2 88. PacifiCorp denies the allegations in Paragraph 88.

3 89. PacifiCorp denies the allegations in Paragraph 89.

4 90. PacifiCorp admits it was unable to interconnect Green Solar by October 21, 2022,
5 due to Green Solar’s failure to meet any of the critical milestones required by the IA for completion
6 of interconnection by the date estimated in the IA. PacifiCorp denies Green Solar’s allegation that
7 this fact makes the interconnection “not timely.”

8 91. PacifiCorp admits that the Green Solar interconnection project was not completed
9 as of April 12, 2024.

10 92. PacifiCorp denies the allegations in Paragraph 92.

11 93. PacifiCorp denies that it has failed to “complete the facilities within a reasonable
12 amount of time,” and denies Green Solar’s allegation regarding PacifiCorp’s violation of the IA.

13 94. PacifiCorp denies the allegations in Paragraph 94.

14 95. PacifiCorp denies that it has failed to “place the facility in-service within a
15 reasonable amount of time,” and denies Green Solar’s allegation regarding PacifiCorp’s violation
16 of the IA.

17 96. PacifiCorp denies the allegations in Paragraph 96.

18 97. PacifiCorp denies the allegations in Paragraph 97.

19 **Complainant’s Second Claim for Relief**

20 98. PacifiCorp incorporates all of its answers to the allegations in the preceding
21 paragraphs.

22 99. Paragraph 99 contains statements and conclusions of law, which require no
23 response.

- 1 100. Paragraph 100 contains statements and conclusions of law, which require no
2 response.
- 3 101. Paragraph 101 contains statements and conclusions of law, which require no
4 response.
- 5 102. Paragraph 102 contains statements and conclusions of law, which require no
6 response.
- 7 103. PacifiCorp admits that Green Solar has executed an IA with PacifiCorp.
- 8 104. Paragraph 104 contains statements and conclusions of law, which require no
9 response.
- 10 105. Paragraph 105 contains statements and conclusions of law, which require no
11 response.
- 12 106. PacifiCorp denies the allegations in Paragraph 106.
- 13 107. PacifiCorp denies the allegations in Paragraph 107.
- 14 108. PacifiCorp denies the allegations in Paragraph 108.
- 15 109. PacifiCorp denies the allegations in Paragraph 109.
- 16 110. PacifiCorp denies the allegations in Paragraph 110.
- 17 111. PacifiCorp denies the allegations in Paragraph 111.
- 18 112. PacifiCorp denies the allegations in Paragraph 112.
- 19 113. PacifiCorp denies the allegations in Paragraph 113.
- 20 114. PacifiCorp denies the allegations in Paragraph 114.
- 21 115. PacifiCorp denies the allegations in Paragraph 115.
- 22 116. PacifiCorp denies the allegations in Paragraph 116.
- 23 117. PacifiCorp denies the allegations in Paragraph 117.

1 118. PacifiCorp denies the allegations in Paragraph 118.

2 119. PacifiCorp denies the allegations in Paragraph 119.

3 120. PacifiCorp denies the allegations in Paragraph 120.

4 121. PacifiCorp denies the allegations in Paragraph 121.

5 122. PacifiCorp denies the allegations in Paragraph 122.

6 **Complainant's Third Claim for Relief**

7 123. PacifiCorp incorporates all of its answers to the allegations in the preceding
8 paragraphs.

9 124. Paragraph 124 contains statements and conclusions of law, which require no
10 response.

11 125. PacifiCorp denies the allegations in Paragraph 125.

12 126. PacifiCorp denies the allegations in Paragraph 126.

13 127. PacifiCorp denies the allegations in Paragraph 127.

14 128. PacifiCorp denies the allegations in Paragraph 128.

15 129. PacifiCorp denies the allegations in Paragraph 129.

16 130. PacifiCorp denies the allegations in Paragraph 130.

17 131. PacifiCorp denies the allegations in Paragraph 131.

18 132. PacifiCorp denies the allegations in Paragraph 132.

19 133. PacifiCorp denies the allegations in Paragraph 133.

20 134. PacifiCorp denies the allegations in Paragraph 134.

21 135. PacifiCorp denies the allegations in Paragraph 135.

Complainant’s Fourth Claim for Relief

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136. PacifiCorp incorporates all of its answers to the allegations in the preceding paragraphs.

137. Paragraph 137 contains statements and conclusions of law, which require no response.

138. PacifiCorp admits that Section 8.2 of the IA states both parties must mutually agree to an IA amendment.

139. PacifiCorp has insufficient knowledge or information to admit or deny the allegations in Paragraph 139, which concerns Green Solar’s position on a proposed amendment to the IA.

140. PacifiCorp admits that it cannot unilaterally amend the IA.

141. Paragraph 141 contains statements and conclusions of law, which require no response.

142. PacifiCorp admits that Green Solar proposed the “reservation of rights” language reprinted in Paragraph 142 as part of an amendment to the IA.


143. Paragraph 143 contains statements and conclusions of law, which require no response.

144. PacifiCorp denies the allegations in Paragraph 144.

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1 In accordance with OAR 860-082-0085(5)(a), PacifiCorp conferred with counsel for Green
2 Solar on April 16, 2024, to determine if some or all of the Complaint could be resolved. Despite
3 good faith engagement by both parties, the dispute was not resolved.

Respectfully submitted, this 26th day of April 2024.

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