

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 2322

Served electronically at Salem, Oregon, 4/4/24, to:

Respondent's Representatives

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Complainant's Attorney & Representative

Ken Kaufmann

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Daniel Hale

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Re: UM 2322, PILOT ROCK SOLAR 1, LLC, an Oregon limited liability company; PILOT ROCK SOLAR 2, LLC, an Oregon limited liability company; TUTUILLA SOLAR, LLC, an Oregon limited liability company; BUCKAROO SOLAR 1, LLC, an Oregon limited liability company; and BUCKAROO SOLAR 2, LLC; an Oregon limited liability company; (PILOT ROCK SOLAR 1, LLC et al.) Complainants vs. PACIFICORP DBA PACIFIC POWER, an Oregon corporation, Respondent

PILOT ROCK SOLAR 1, LLC et al. has filed a complaint against PacifiCorp dba Pacific Power. A copy of the complaint is attached and served on Respondent, under ORS 756.512(1). The Commission has assigned Docket No. UM 2322 to this complaint. Please use this number whenever you refer to this case.

The Public Utility Commission must receive an Answer from the Respondent or its attorneys by April 24, 2024, under OAR 860-001-0400(4)(a). A copy must be served on the complainant.

After the filing of the answer, the PUC will contact the parties to provide information about further proceedings in this matter.

PUBLIC UTILITY COMMISSION OF OREGON

/s/Cheryl Walker

Cheryl Walker

Administrative Specialist 2

Administrative Hearings Division

(971) 388-8306

c: Pacific Power Dockets, oregondockets@PacifiCorp.com

Attachments: Complaint

Notice of Contested Case Rights and Procedures

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.

Notice to Active Duty Servicemembers: Active Duty Servicemembers have a right to stay these proceedings under the federal Servicemembers Civil Relief Act. For more information contact the Oregon State Bar at 800-452-8260, the Oregon Military Department at 503-584-3571 or the nearest United States Armed Forces Legal Assistance Office through <http://legalassistance.law.af.mil>. The Oregon Military Department does not have a toll free telephone number.

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.

Notice of Contested Case Rights and Procedures continued

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.

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Kenneth E. Kaufmann
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April 4, 2024

Via Electronic Mail and US First Class Mail

Filing Center
Public Utility Commission of Oregon
P.O. Box 1088
Salem, OR 97308-1088
puc.filingcenter@puc.oregon.gov

**Re: Sunthurst Energy, LLC, Complainant
PacifiCorp, Defendant**

Attention Filing Center:

Attached for filing is an electronic version of *Sunthurst Energy, LLC's Complaint*. Complainants respectfully seek expedited consideration of this request today to avert potential termination of their PacifiCorp Community Solar Project interconnection agreements as early as Sunday, April 7, 2024. Please note that this filing is for a new docket and is not intended for Docket UM 2177 or any other currently open docket.

Thank you in advance for your assistance.

Sincerely,



Ken Kaufmann
Attorney for Sunthurst Energy, LLC

Attach.

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

DOCKET NO. UM _____

PILOT ROCK SOLAR 1, LLC, an Oregon limited liability company; **PILOT ROCK SOLAR 2, LLC**, an Oregon limited liability company; **TUTUILLA SOLAR, LLC**, an Oregon limited liability company; **BUCKAROO SOLAR 1, LLC**, an Oregon limited liability company; and **BUCKAROO SOLAR 2, LLC**; an Oregon limited liability company;

Complainants,

v.

PACIFICORP d/b/a Pacific Power, an Oregon corporation,

Defendant

COMPLAINT

Expedited Review Requested

I. INTRODUCTION

Complainants are five¹ Pre-Certified Oregon Community Solar projects (“CSPs”) seeking to interconnect to Pacific Power (“PacifiCorp”). All five projects executed interconnection agreements (“IAs”) with PacifiCorp, and share common issues regarding PacifiCorp’s performance thereof. Section 8.10² of the interconnection agreements entitles either party to seek modification of the agreement by the

¹ Pilot Rock Solar 1, LLC (1.98 MW, Q0666); Pilot Rock Solar 2, LLC (2.99 MW, Q1045); Tutuilla Solar, LLC (1.56 MW, OCS 024); Buckaroo 1 Solar, LLC (2.4 MW, OCS 062); Buckaroo 2 Solar, LLC (2.99 MW, OCS 063), together the “Sunthurst CSPs”. The Sunthurst CSPs are Qualifying Facilities under PURPA.

² The interconnection agreements and amendments are attached to this Complaint.

Commission. Complainants dispute the reasonableness and seek Commission modification of the following aspects of their agreements:

1. **Direct Transfer Trip (“DTT”).** Recent revelations, in Docket AR 659, call into question the necessity of DTT (at a cost of \$100,000 to \$300,000 per project) in Complainants’ interconnections.
2. **Planned Duration of Construction.** PacifiCorp’s construction durations for Complainants’ interconnections increased approximately 400% from 2022 to 2023, and falls short of minimum acceptable standards of service.
3. **Advance Payment Requirements.** PacifiCorp’s requirement of full prepayment 6 months before its scheduled construction start dates amounts to an unreasonable, unauthorized charge.
4. **Termination for Non-payment.** PacifiCorp’s declaration of default, and threat to terminate the Complainants’ interconnection agreements threatens to unreasonably deprive Complainants from their right under Section 8.10 of their agreements.

An important consideration when deciding whether to grant the Complainants’ requests for relief is that the projects have been delayed and significantly harmed to date because of PacifiCorp’s refusal to negotiate and/or execute Complainants QF PPAs until Complainants had an executed interconnection agreement substantially delayed Complainants’ efforts to obtain financing for their projects.

II. SERVICE

Copies of all pleadings and correspondence should be served on Complainant's counsel and representative at the addresses below:

Ken Kaufmann, Attorney at Law 1785 Willamette Falls Drive, Suite 5 West Linn, OR 97068 ken@kaufmann.law	Daniel Hale PO Box 549 Stanfield OR 97875 daniel@sunthurstenergy.com
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III. BASIS FOR COMMISSION JURISDICTION AND IDENTITY OF PARTIES

1.

Oregon Revised Statute 756.500 provides that any person may file a complaint before the Public Utility Commission against any person whose business or activities are regulated by some one or more of the statutes, jurisdiction for the enforcement or regulation of which is conferred upon the Commission.

2.

PacifiCorp is a public utility subject to the obligations to interconnect small generators set forth in OAR 860, Division 82 and OAR 860-029-0030. PacifiCorp's Oregon headquarters is located at 825 NE Multnomah Street, Suite 2000, Portland, OR 97232.

3.

Complainants are domestic single purpose limited liability companies, wholly owned by Sunthurst Energy, LLC. Sunthurst is an Oregon limited liability company

whose address is PO Box 549, Stanfield, Oregon 97875. Complainants' Projects reside in PacifiCorp service territory and have contracted to sell net output to PacifiCorp as Public Utility Regulatory Policies Act ("PURPA") Qualifying Facilities under Oregon's Community Solar Program. Complainants may develop other solar projects in PacifiCorp territory in the future.

IV. MATERIAL FACTS

4.

Sunthurst Project Interconnection Agreements. Complainants' parent, Sunthurst Energy, LLC and PacifiCorp executed the original interconnection agreements for all five Projects. Sunthurst assigned the agreements to five special purpose, wholly owned, subsidiary limited liability companies in order to facilitate project financing. The agreements were last amended on May 22, 2023. The current Sunthurst-owned contracting parties are:

<u>Project</u>	<u>Contracting Party</u>	<u>Execution Date</u>
Pilot Rock 1:	Pilot Rock Solar 1, LLC	May 22, 2023
PRS2:	Pilot Rock Solar 2, LLC	May 22, 2023
Tutuilla:	Tutuilla Solar, LLC	May 22, 2023
Buckaroo 1:	Buckaroo Solar 1, LLC	May 22, 2023
Buckaroo 2:	Buckaroo Solar 2, LLC	May 22, 2023

Planned Duration of Construction.

5.

Complainants' IAs include a work schedule for PacifiCorp to install the interconnection. PacifiCorp determines the project schedule without Commission involvement.

6.

When Complainants requested payment milestone modifications in early 2023, PacifiCorp's amendments quadrupled the duration of its interconnection construction window compared to their schedule for the same work, prepared in 2022.

7.

For three of Complainants' projects, the scheduled construction window increased, from 64 days to 246 days, between the August 2022 IAs and the May 2023 amendments.

8.

The scope of work in the three affected projects does not reasonably require 246 days to construct.

9.

Long interconnection construction timelines undermine the viability of Complainants' projects and the Community Solar Program in general.

Advance Payment Requirements.

10.

Complainants' IAs require prepayment in four or five installments ("milestone payments"). PacifiCorp determines the timing and profile of milestone payments without Commission involvement.

11.

Complainants and PacifiCorp executed amendments to their interconnection agreements in May 2023. In the May 2023 IA amendments, PacifiCorp accelerated the final milestone payment dates relative to the project completion dates up to 12 months.

12.

Several of the interconnection agreements require payment of the final milestone six months before PacifiCorp's scheduled construction window.

13.

PacifiCorp's accelerated prepayment requirements add up to 12 additional months of finance charges on the prepayments, compared to Complainants' initial interconnection agreements.

14.

Accelerated payment requirements undermine the viability of Complainants' projects and the Community Solar Program in general.

Tying Power Purchase Agreements to Interconnection Agreements

15.

Complainants self-certified their projects as PURPA qualifying facilities.

16.

Complainants' rights to determine when they will incur a legally enforceable obligation to sell output from their qualifying facility is protected by regulations and case law under PURPA.³

17.

PPA applications at PacifiCorp are processed through its Commercial and Trading function ("PacifiCorp C&T"). PacifiCorp C&T and the PacifiCorp employees that administer Complainants interconnection agreements ("PacifiCorp Transmission") maintain separate offices, but are the same legal entity.

18.

On at least five occasions, PacifiCorp C&T delayed negotiation and/or execution of the Complainants' PPAs until PacifiCorp Transmission executed Complainants' interconnection agreements. The Commission admonished PacifiCorp for similar acts in the past.⁴

³ See, e.g. *Cedar Creek Wind, LLC*, 137 FERC ¶ 61,006.

⁴ *Dalreed Solar, LLC v. PacifiCorp*, Docket UM 2125, Order 29-017 at 7 ("PacifiCorp's delay in providing the indicative prices and its decision on the eve of oral argument to reverse its position regarding the requirements for receipt of a draft PP A causes us

19.

Withholding the Pilot Rock 1 and Tutuilla PPAs pending finalization of their IAs delayed their execution by 50-90 days.⁵ PacifiCorp took 120 days and 145 days, respectively, to execute Tutuilla and Pilot Rock 1 PPAs, whereas Pilot Rock 2 required approximately 70 days, and Buckaroo 1 and Buckaroo 2 PPAs were completed in only 32 days. Because Complainants bundled their projects for more favorable project financing, the Pilot Rock 1 and Tutuilla PPA delays temporarily prevented Complainants from obtaining financing.

20.

During the 145 days required to enter into the Pilot Rock 1 PPA, the Prime Rate rose sharply, from approximately 4% to approximately 6.25%, and Complainants' construction financing interest rates rose commensurately. By the time all PPAs were executed, Complainants' window for locking in financing and material pricing on favorable terms had closed.

21.

Because of these delays, Complainants was not ready to make the third milestone payments in its IAs, which came due in December 2022.

some concern about PacifiCorp's continued willingness to provide draft PPAs to QFs before they have received cluster study results and to expeditiously negotiate PPAs during the cluster study process and after the cluster study report is available.”).

⁵ The 50-90 day estimate is based on the difference in execution time between the Sunthurst projects PacifiCorp linked to their IAs (PRS1, Tutuilla), and those it did not (PRS2, Buckaroo 1, Buckaroo 2).

Direct Transfer Trip

22.

Based upon the results of computer modeling of Complainants' planned facility, PacifiCorp has specified DTT system protection equipment at each of Complainants' projects.

23.

The incremental cost of DTT represents approximately 25% or more of Complainants' total interconnection costs.

24.

On March 8, 2024 the Commission found that, going back many years, PacifiCorp utilized DC capacity ratings to model PV Solar projects, despite that AC export capacity ratings were required for correct simulation. Order 24-068 at 3.

25.

It is likely PacifiCorp utilized DC capacity ratings in the studies PacifiCorp used to determine the system impacts of Complainants' projects.

26.

PacifiCorp determines whether a Community Solar Project interconnection requires DTT capability, taking into account the ratio of the Project's output to the minimum load on its distribution circuit. The use of DC capacity data creates the

likelihood PacifiCorp's model results show DTT is required when the actual AC output is below the threshold for requiring DTT.

27.

PacifiCorp has not yet installed the DTT equipment specified in Complainants' interconnection agreements.

28.

Nationwide, reliance on modern inverters in lieu of DTT is increasing. The Commission recently directed PacifiCorp to work with industry experts and inverter manufacturers to evaluate inverter equipment and settings options, with the expectation that it will specify inverter models and standardized configurations that can be safely relied upon without additional (DTT) equipment. Order 24-068 at 2.

29.

By the time PacifiCorp installs DTT at Complainants' projects, it is likely that PacifiCorp will have identified and adopted cheaper alternatives to DTT.

30.

The harm caused by verifying its DTT analysis using correct inputs, updated load data, and evolving practices that utilize the full protection capabilities of inverters is small compared to the harm caused if Complainants are charged for DTT equipment not reasonably necessary for their interconnections.

Termination for Non-Payment.

31.

The interconnection agreements require Complainants to pay approximately \$750,000 in milestone payments on January 2, 2024.

32.

On February 7, PacifiCorp emailed Complainants, threatening to terminate the Interconnection Agreements April 7, 2024, or thereafter, for non-payment of the milestones.

VI. LEGAL CLAIMS

33.

Complainants realleges all the preceding paragraphs.

34.

Section 8.10 of the Pilot Rock 1 and Pilot Rock 2 interconnection agreements provides⁶:

⁶ Section 8.10 of the Tutuilla, Buckaroo 1, and Buckaroo 2 interconnection agreements, provides:

Either Party will have the right to make a unilateral filing with the Commission to modify this Agreement. This reservation of rights provision will [sic] includes but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under CSP Interconnection Procedures rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Either Party will have the right to make a unilateral filing with the Commission to modify this Agreement. This reservation of rights provision will [sic] includes but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under tariff rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

35.

Section 8.10 closely resembles the Reservation of Rights clause in the Standard Small Generation Interconnection Agreement and Standard Large Generation Interconnection Agreement approved by FERC for FERC jurisdictional interconnections. According to FERC, the clause “allows the parties to retain their respective rights to unilaterally amend their executed LGIA under Sections 205 and 206 of the [Federal Power Act, or] FPA”.⁷ Section 8.10 allows either Party to the Agreement to unilaterally challenge any term in the Agreement on the grounds it is unjust, unreasonable, unduly discriminatory or preferential.

36.

ORS 756.040 authorizes the Commission to make use of the jurisdiction and powers of the office to protect such customers, and the public generally,

The difference arises because Pilot Rock 1 and Pilot Rock 2 signed an Interconnection Agreement for Small Generator Facility, whereas Tutuilla, Buckaroo 1, and Buckaroo 2 signed an Interconnection Agreement for a Community Solar Project. For purposes of this complaint, the two provisions are essentially the same.

⁷ Standardization of Generator Interconnection Agreements & Procedures, 104 F.E.R.C. P61,103, 61349, 2003 FERC LEXIS 1551, *181 (F.E.R.C. July 24, 2003).

from unjust and unreasonable exactions and practices and to obtain for them adequate service at fair and reasonable rates.

37.

The Complainants are only responsible for paying the interconnection costs that are reasonable, necessary to mitigate, and attributable to the adverse impacts caused by their interconnection. OAR 860-082-0015(1); OAR 860-082-0035(4).

38.

PacifiCorp's implementation and administration of Complainants' interconnection agreements is unjust and unreasonable in the following particulars, and not necessary to mitigate any adverse system impacts attributable or caused by their interconnection:

39.

Count 1--Direct Transfer Trip (DTT). PacifiCorp used incorrect inputs which grossly overestimated the net export of Complainants' projects, and undercut the rational basis for requiring DTT. Here, where the consequences, in time and money, of a wrong decision are great, and where the parties have not yet made irretrievable commitment to requirement of DTT on Complainants' projects, proceeding with DTT based on the flawed studies is not just and reasonable, and is likely to result in Complainants paying for equipment that is not reasonable, necessary to mitigate, and attributable to the adverse impacts caused by their interconnection.

40.

Count 2--Planned Duration of Construction. PacifiCorp's construction durations for Complainants' interconnections increased approximately 400% from 2022 to 2023, and falls short of minimum acceptable public utility standards of service.

41.

Count 3--Advance Payment Requirements. The prepayment timelines in Complainants' May 22, 2023 interconnection agreements, including the requirement of full prepayment 6 months before scheduled construction start dates, are unjust and unreasonable.

42.

Count 4--Tying PPAs to Interconnection Agreements. PacifiCorp's refusal to negotiate and/or execute Complainants' QF PPAs until Complainants had an executed interconnection agreement deprived Complainants of their right under PURPA to determine when they would obligate their projects to sell output⁸, and substantially delayed Complainants' efforts to obtain financing for their projects.

43.

Count 5--Termination for Non-payment. Given the totality of circumstances, PacifiCorp's declaration of default, and threat to terminate the Complainants' interconnection agreements, threatens to deprive Complainants of their rights

⁸ See, e.g. *FLS Energy, Inc.*, 157 FERC P61,211, 61730, 2016 FERC LEXIS 2167, *17012 (F.E.R.C. December 15, 2016).

under Section 8.10 of their agreements, enables the bad practices by PacifiCorp alleged above, and is not just and reasonable.

VII. PRAYER FOR RELIEF

44.

Complainants realleges all the preceding paragraphs.

45.

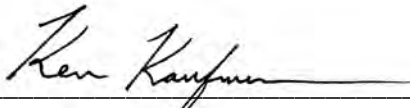
Wherefore, Complainants respectfully request that the Commission issue an order:

1. enjoining PacifiCorp from terminating Complainants' interconnection agreements based upon its February 7 Default Notices;
2. directing PacifiCorp to show cause within 30 days why Complainants' projects can't be safely interconnected without DTT, supported by models using AC-, not DC-, capacity of Complainants' facilities and the latest minimum load data, or else remove DTT requirements from Complainants' projects.
3. Directing PacifiCorp to document how it determines reasonable milestone dates, milestone payment amounts, and construction schedules, and file its methodology with the Commission within 30 days of this Order.
4. Directing PacifiCorp to interconnect the Pilot Rock 1, Pilot Rock 2, and Tutuilla projects not later than December 31, 2024 and the Buckaroo 1 and

Buckaroo 2 projects not later than July 1, 2024, unless otherwise agreed to by Complainants.

5. Directing PacifiCorp to offer Complainants who have been awarded state C-REP grants which pay upon project completion up to 45 days following their Commercial Operation Date to pay their final milestone payment, plus interest; and
6. Such other relief as the Commission deems necessary and proper.

Dated this 4th Day of April, 2024.

By: 
Kenneth E. Kaufmann, OSB 982672
Attorney for Complainants

Attachment 100

UM _____

Interconnection Agreements:

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Pilot Rock Solar 1	
160314 Q0666 OGIA - Signed.pdf	2
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RECEIVED

MAR 11 2016

TRANSMISSION SERVICES
PACIFICORP

**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)**

MAR 11 2016

This Interconnection Agreement for Small Generator Facility (“Agreement”) is made and entered into this 14th day of MARCH, 2016 by and between Sunthurst Energy, LLC (Pilot Rock, Q0666), a Limited Liability Company organized and existing under the laws of the State of Oregon, (“Interconnection Customer”) and PacifiCorp, a Corporation, existing under the laws of the State of Oregon, (“Public Utility”). The Interconnection Customer and Public Utility may be referred to hereinafter singly as a “Party” or collectively as the “Parties.”

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Small Generator Facility, or to add generating capacity to an existing Small Generator Facility, consistent with the Application completed on May 7, 2015;

Whereas, the Interconnection Customer desires to interconnect the Small Generator Facility with Public Utility’s Transmission System and/or Distribution System (“T&D System”) in the State of Oregon; and

Whereas, the interconnection of the Small Generator Facility and the Public Utility’s T&D System is subject to the jurisdiction of the Public Utility Commission of Oregon (“Commission”) and governed by OPUC Rule OAR 860, Division 082 (the “Rule”).

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Scope

This Agreement establishes the standard terms and conditions under which the Small Generator Facility with a Nameplate Capacity of no more than 10 megawatts (“MW”) will interconnect to, and operate in Parallel with, the Public Utility’s T&D System. The Commission has approved standard terms and conditions governing this class of interconnection. Any additions, deletions or changes to the standard terms and conditions of interconnection approved by the Commission must be mutually agreed by the Parties or, if required by the Rule, any such changes must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule. This Agreement shall be construed where possible to be consistent with the Rules; to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

1.2 No Agreement Regarding Power Purchase, Transmission, or Delivery

This Agreement does not constitute an agreement to purchase, transmit, or deliver any power or capacity from the interconnected Small Generating Facility nor does it constitute

**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)**

an electric service agreement.

MAR 11 2007

1.3 Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the Public Utility and the Interconnection Customer or any other interconnected entity. If the provisions of this Agreement conflict with the provisions of any other Public Utility tariff, the Public Utility tariff shall control.

1.4 Responsibilities of the Parties

- 1.4.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws.
- 1.4.2 The Interconnection Customer will construct, own, operate, and maintain its Small Generator Facility in accordance with this Agreement, IEEE Standard 1547 (2003 ed), IEEE Standard 1547.1 (2005 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission.
- 1.4.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Parties' facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule and this Agreement and the attachments to this Agreement.

1.5 Parallel Operation and Maintenance Obligations

Once the Small Generator Facility has been authorized to commence Parallel Operation by execution of this Agreement and satisfaction of Article 2.1 of this Agreement, the Interconnection Customer will abide by all written provisions for operating and maintenance as required by this Agreement and any attachments to this Agreement as well as by the Rule and as detailed by the Public Utility in Form 7, title "Interconnection Equipment As-Built Specifications, Initial Settings and Operating Requirements".

1.6 Metering & Monitoring

The Interconnection Customer will be responsible for metering and monitoring as required by OAR 860-082-0070 and as may be detailed in any attachments to this Agreement.

1.7 Power Quality

The Interconnection Customer will design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547. The Public Utility may, in some

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)

circumstances, also require the Interconnection Customer to follow voltage or VAR schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Form 7 and completed by the Public Utility as required by the Rule. The Public Utility shall not impose additional requirements for voltage or reactive power support outside of what may be required to mitigate impacts caused by interconnection of the Small Generator Facility to the Public Utility's system.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer will test and inspect its Small Generator Facility and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in the Rule. The Interconnection will not be final and the Small Generator Facility shall not be authorized to operate in parallel with the Public Utility's T&D System until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied. The Interconnection Customer shall pay or reimburse the Public Utility for its costs to participate in the Witness Test. Operation of the Small Generator Facility requires an effective Interconnection Agreement; electricity sales require a Power Purchase Agreement.

To the extent that the Interconnection Customer decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that the Public Utility observe these tests. If the Public Utility agrees to send qualified personnel to observe any interim testing proposed by the Interconnection Customer, the Interconnection Customer shall pay or reimburse the Public Utility for its cost to participate in the interim testing. If the Interconnection Customer conducts interim testing and such testing is observed by the Public Utility and the results of such interim testing are deemed acceptable by the Public Utility (hereinafter a "Public Utility-approved interim test"), then the Interconnection Customer may request that such Public Utility-approved interim test be deleted from the final Witness Testing. If the Public Utility elects to repeat any Public Utility-approved interim test as part of the final Witness Test, the Public Utility will bare its own expenses associated with participation in the repeated Public Utility-approved interim test.

2.2 Right of Access:

As provided in OAR 860-082-0030(5), the Public Utility will have access to the Interconnection Customer's premises for any reasonable purpose in connection with the Interconnection Application or any Interconnection Agreement that is entered in to pursuant to the Rule or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.

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Article 3. **Effective Date, Term, Termination, and Disconnection**

3.1 **Effective Date**

The Agreement shall become effective upon execution by the Parties.

3.2 **Term of Agreement**

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years or the life of the Power Purchase agreement, whichever is shorter or a period mutually agreed to by the Parties, unless terminated earlier by the default or voluntary termination by the Interconnection Customer or by action of the Commission.

3.3 **Termination**

No termination will become effective until the Parties have complied with all provisions of OAR 860-082-0080 and this Agreement that apply to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Public Utility twenty (20) Business Days written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.

3.3.3 The Commission may order termination of this Agreement.

3.3.4 Upon termination of this Agreement, the Small Generator Facility will be disconnected from the Public Utility's T&D System at the Interconnection Customer's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 The provisions of this Article 3.3 shall survive termination or expiration of this Agreement.

3.4 **Temporary Disconnection**

The Public Utility or Interconnection Customer may temporarily disconnect the Small Generator Facility from the Public Utility's T&D System for so long as reasonably necessary, as provided in OAR 860-082-0075 of the Rule, in the event one or more of the following conditions or events occurs:

3.4.1 Under emergency conditions, the Public Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility without advance notice to the other Party. The Public Utility shall notify the Interconnection Customer promptly when it becomes aware

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of an emergency condition that may reasonably be expected to affect the Small Generator Facility operation. The Interconnection Customer will notify the Public Utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Public Utility's T&D System. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 For routine Maintenance, Parties will make reasonable efforts to provide five Business Days notice prior to interruption caused by routine maintenance or construction and repair to the Small Generator Facility or Public Utility's T&D system and shall use reasonable efforts to coordinate such interruption.
- 3.4.3 The Public Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice of forced outages of the T&D System. If prior notice is not given, the Public Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 For disruption or deterioration of service, where the Public Utility determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generator Facility could cause damage to the Public Utility's T&D System, the Public Utility may disconnect the Small Generator Facility. The Public Utility will provide the Interconnection Customer upon request all supporting documentation used to reach the decision to disconnect. The Public Utility may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the Public Utility's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the agreement apply.
- 3.4.5 If the Interconnection Customer makes any change to the Small Generating Facility, the Interconnection Equipment, the Interconnection Facilities, or to any other aspect of the interconnection, other than Minor Equipment Modifications, without prior written authorization of the Public Utility, the Public Utility will have the right to disconnect the Small Generator Facility until such time as the impact of the change has been studied by the Public Utility and any reasonable requirements or additional equipment or facilities required by the Public Utility to address any impacts from the changes have been implemented by the Parties and approved in

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writing by the Public Utility. The requirement to apply to the Public Utility for study and approve of modifications is governed by OAR 860-082-0005 (b).

3.5 Restoration of interconnection:

The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and Public Utility's T&D System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to Article 3.4.

Article 4. Cost Responsibility and Billing:

As provided in OAR 860-082-0035, the Interconnection Customer is responsible for the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Small Generator Facility to the Public Utility's T&D System.

4.1 Minor T&D System Modifications:

As provided in the Rule addressing Tier 2 review (OAR 860-082-0050) and in the Rule addressing Tier 3 review (OAR 860-082-0055), it may be necessary for the Parties to construct certain Minor Modifications in order to interconnect under Tier 2 or Tier 3 review. The Public Utility has itemize any required Minor Modifications in the attachments to this Agreement, including a good-faith estimate of the cost of such Minor Modifications and the time required to build and install such Minor Modifications. The Interconnection Customer agrees to pay the costs of such Minor Modifications.

4.2 Interconnection Facilities:

The Public Utility has identified under the review procedures of a Tier 2 review or under a Tier 4 Facilities Study, the Interconnection Facilities necessary to safely interconnect the Small Generator Facility with the Public Utility. The Public Utility has itemized the required Interconnection Facilities in the attachments to this Agreement, including a good-faith estimate of the cost of the facilities and the time required to build and install those facilities. The Interconnection Customer is responsible for the cost of the Interconnection Facilities.

4.3 Interconnection Equipment:

The Interconnection Customer is responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Interconnection Equipment.

4.4 System Upgrades:

The Public Utility will design, procure, construct, install, and own any System Upgrades. The actual cost of the System Upgrades, including overheads, will be directly assigned to the Interconnection Customer. An Interconnection Customer may be entitled to financial compensation from other Public Utility Interconnection Customers who, in the future, benefit from the System Upgrades paid for by the Interconnection Customer. Such compensation will be governed by separate rules promulgated by the Commission or by

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terms of a tariff filed and approved by the Commission. Such compensation will only be available to the extent provided for in the separate rules or tariff.

4.5 Adverse System Impact:

The Public Utility is responsible for identifying the possible Affected Systems and coordinating with those identified Affected Systems, to the extent reasonably practicable, to allow the Affected System owner an opportunity to identify Adverse System Impacts on its Affected System, and to identify what mitigation activities or upgrades may be required on the Public Utility's system or on the Affected System to address impacts on Affected Systems and accommodate a Small Generator Facility. Such coordination with Affected System owners shall include inviting Affected System owners to scoping meetings between the Public Utility and the Interconnection Customer and providing the Affected System owner with study results and other information reasonably required and requested by the Affected System owner to allow the Affected System owner to assess impacts to its system and determine required mitigation, if any, for such impacts. The Parties acknowledge that the Public Utility cannot compel the participation of the Affected System owner and that the Public Utility is not itself responsible for identifying impacts or mitigation associated with an Affected System. The actual cost of any actions taken to address the Adverse System Impacts, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer may be entitled to financial compensation from other Public Utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Interconnection Customer, to the extent allowed or required by the Commission. Such compensation will only be available to the extent provided for in the separate rules, Commission order or tariff. If the Parties have actual knowledge of an Adverse System Impact on an Affected System, the Interconnection Customer shall not interconnect and operate its Small Generator Facility in parallel with the Public Utility's system, and the Public Utility shall not authorize or allow the continued interconnection or parallel operation of the Small Generator Facility, unless and until such Adverse System Impact has been addressed to the reasonable satisfaction of the Affected System owner.

4.6 Deposit and Billings:

The Interconnection Customer agrees to pay to the Public Utility a deposit toward the cost to construct and install any required Interconnection Facilities and/or System Upgrades. The amount of the deposit shall be (select one of the following):

The Parties have not agreed to a schedule of progress payments and the Interconnection Customer shall pay a deposit equal to 100 percent of the estimated cost of the Interconnection Facilities and System Upgrades – the amount of the deposit shall be \$805,000; or

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The Parties have agreed to progress payments and final payment under the schedule of payments attached to this Agreement; the Interconnection Customer shall pay a deposit equal to the lesser of (a) 25 percent of the estimated cost of the Interconnection Facilities and System Upgrades, or (b) \$10,000 – the amount of the deposit shall be \$10,000.

If the actual costs of Interconnection Facilities and/or System Upgrades are different than the deposit amounts and/or progress and final payments provided for above, then the Interconnection Customer shall pay the Public Utility any balance owing or the Public Utility shall refund any excess deposit or progress payment within 20 days of the date actual costs are determined

Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

5.1 Assignment

The Interconnection Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice. Except as provided in Articles 5.1.1 and 5.1.2, said assignment shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

5.1.1 Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), 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 Agreement;

5.1.2 The Interconnection Customer shall have the right to assign the Agreement, without the consent of the Public Utility, for collateral security purposes to aid in providing financing for the Small Generator Facility. For Small Generator systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

5.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the assigning Interconnection Customer.

5.2 Limitation of Liability and Consequential Damages

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of

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this Agreement entered into pursuant to the Rule except as provided for in ORS 757.300(4)(c). Neither Party will seek redress from the other Party in an amount greater than the amount of direct damage actually incurred.

5.3 Indemnity

- 5.3.1 Liability under this Article 5.3 is exempt from the general limitations on liability found in Article 5.2.
- 5.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 5.3.3 If an indemnified person is entitled to indemnification under this Article 5.3 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article 5.3, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article 5.3, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 5.3 may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 5.3.6 The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the

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indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.

- 5.3.7 The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

5.4 Consequential Damages

Neither Party shall be liable to the other Party, under any provision of this Agreement, for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

5.5 Force Majeure

- 5.5.1 As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.”
- 5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall

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promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event. Until the Force Majeure Event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by the Rule that the Rule does not permit the Parties to mutually waive.

5.6 Default

- 5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a breach, the non-breaching Party shall give written notice of such breach to the breaching Party. Except as provided in Article 5.6.2, the breaching Party shall have sixty (60) Calendar Days from receipt of the breach notice within which to cure such breach; provided however, if such breach is not capable of cure within 60 Calendar Days, the breaching Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six months from receipt of the breach notice; and, if cured within such time, the breach specified in such notice shall cease to exist.
- 5.6.2 If a breach is not cured as provided for in this Article 5.6, or if a breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternatively, the non-breaching Party shall have the right to seek dispute resolution with the Commission in lieu of default. The provisions of this Article 5.6 will survive termination of the Agreement.

Article 6. Insurance

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- 6.1 Pursuant to the Rule adopted by the Commission, the Public Utility may not require the Interconnection Customer to maintain general liability insurance in relation to the interconnection of a Small Generator Facility with an Electric Nameplate Capacity of 200 KW or less. With regard to the interconnection of a Small Generator Facility with an Electric Nameplate Capacity equal to or less than 10 MW but in excess of 200 KW, the Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement general liability insurance sufficient to protect any person (including the Public Utility) who may be affected by the Interconnection Customer's Small Generation Facility and its operation and such insurance shall be sufficient to satisfy the Interconnection Customer's indemnification responsibilities under Article 5.3 of this Agreement.
- 6.2 Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Interconnection Customer shall provide the Public Utility with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 6.3 All insurance required by this Article 6 shall name the Public, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition. The Interconnection Customer's insurance shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. The insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 6.4 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 Agreement.
- 6.5 The requirements contained herein as to insurance are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

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Article 7. **Dispute Resolution**

Parties will adhere to the dispute resolution provisions in OAR 860-082-0080.

Article 8. **Miscellaneous**

8.1 **Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

8.2 **Amendment**

The Parties may mutually agree to amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of the Rule and applicable Commission Orders and provisions of the laws of the State of Oregon.

8.3 **No Third-Party Beneficiaries**

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

8.4 **Waiver**

8.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

8.4.2 The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule.

8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

8.5 **Entire Agreement**

This Agreement, including any supplementary Form attachments that may be necessary, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part

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of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

8.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

8.7 No Partnership

This Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

8.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.

8.9 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in this Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.

8.9.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

8.9.2 The obligations under this Article 8.9 will not be limited in any way by any limitation of subcontractor's insurance.

8.10 Reservation of Rights

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Either Party will have the right to make a unilateral filing with the Commission to modify this Agreement. This reservation of rights provision will include but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under tariff rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

9.2 Records

The Public Utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by OAR 860-082-0065. The Public Utility will provide a copy of these records to the Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

Interconnection Customer: Sunthurst Energy, LLC
Attention: Daniel Hale
Address: 153 Lowell Ave
City: Glendora State: California Zip: 91741
Phone: 310-975-4732 Fax: 323-782-0760

If to Public Utility:

Public Utility: PacifiCorp
Attention: Transmission Service
Address: 825 NE Multnomah, Suite 550
City: Portland State: Oregon Zip: 97232
Phone: 503-813-6077 Fax: 503-813-6893

9.3 Billing and Payment

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)

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If to the Interconnection Customer

Interconnection Customer: PILOT ROCK SOLAR 1 LLC 79 PFC
Attention: DANIEL HAUE
Address: 43682 SW BREWER LANE
City: PENDLETON State: OR Zip: 97001

If to Public Utility

Public Utility: PacifiCorp Transmission
Attention: Central Cashiers Office
Address: P.O. Box 2757
City: Portland State: OR Zip: 97208-2757

9.4 Designated Operating Representative

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different than article 9.2 above)

Interconnection Customer's Operating Representative: SUNTHURST ENERGY, LLC

Attention: DANIEL HAUE
Address: 153 LOWELL AVENUE
City: GUENDORA State: CA Zip: 91741
Phone: 310.975.4732 Fax: 323.782.0760 E-Mail: daniel@sunthurstenergy.com

Public Utility's Operating Representative: PacifiCorp

Attention: Grid Operations
Address: 9915 S.E. Ankeny Street
City: Portland State: OR Zip: 97216
Phone: 503-251-5197 Fax: 503-251-5228

9.5 Changes to the Notice Information

Either Party may change this notice information by giving five Business Days written notice prior to the effective date of the change.

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Article 10. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For Public Utility:

Name: *Keith Hal*

Title: *VP, TRANSMISSION*

Date: *3/14/16*

For the Interconnection Customer:

Name: *D Hal*

Title: *OWNER/PRINCIPAL*

Date: *3/9/16*

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Attachment 1

**Description of Interconnection Facilities
And Metering Equipment Operated or Maintained by the Public Utility**

Small Generating Facility: A 1.98 MW solar generating facility consisting of thirty-three (33) SMA MLX-60 60 kW inverters, connected to one (1) generation step up transformer (3 MVA, 5.75%), and one (1) 150 kVA grounding bank with an impedance of 5.75%, connected to Public Utility's Distribution System in Umatilla County, Oregon. See Attachment 2.

Interconnection Customer Interconnection Facilities: A short, 12.5 kV tie connecting the step-up transformer to the Interconnection Customer owned recloser and relay. Interconnection Customer will also own a gang-operated disconnect switch that Public Utility can access. See Attachment 2.

Public Utility's Interconnection Facilities: A short run of distribution circuit connected to a 12.5 kV disconnect switch, bi-directional revenue metering facilities and fiber optic cable equipment necessary for transfer-trip between the Small Generating Facility and Pilot Rock substation. See Attachment 2.

Estimated cost of Public Utility's Interconnection Facilities directly assigned to Interconnection Customer: \$203,000

Estimated Annual Operation and Maintenance Cost of Public Utility's Interconnection Facilities: \$1,500. Interconnection Customer shall be responsible for Public Utility's actual cost for maintenance of the Public Utility's Interconnection Facilities.

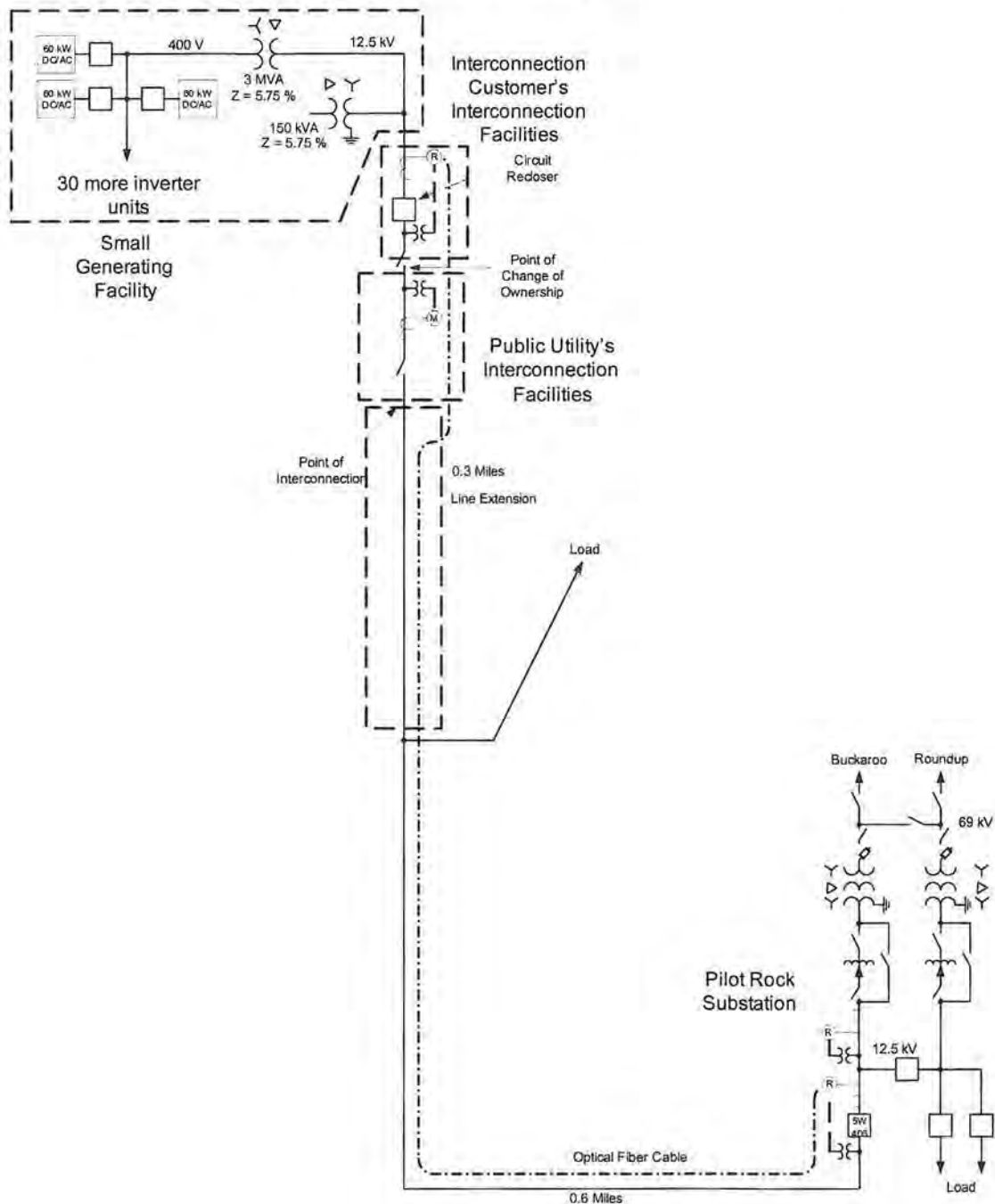
Point of Interconnection: The point where the Public Utility's Interconnection Facilities connect to the Public Utility's 12.5 kV distribution circuit 5W406 out of Pilot Rock substation. See Attachment 2.

Point of Change of Ownership: The point where the Interconnection Customer's Interconnection Facilities connect to the Public Utility's Interconnection Facilities. See Attachment 2.

**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 2

One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades



**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: May 15, 2017

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Execute Agreement and Provide Financial Security / March 15, 2016</u>	<u>Interconnection Customer</u>
(2)	<u>Provide All Required Design Information / May 15, 2016</u>	<u>Interconnection Customer</u>
(3)	<u>Begin Engineering Design / July 15, 2016</u>	<u>Public Utility</u>
(4)	<u>Obtain Property Rights / July 15, 2016</u>	<u>Interconnection Customer</u>
(5)	<u>Complete Engineering Design / December 20, 2016</u>	<u>Public Utility</u>
(6)	<u>Begin Construction / February 18, 2017</u>	<u>Public Utility</u>
(7)	<u>Provide Policy 138 required Test Plan / March 1, 2017</u>	<u>Interconnection Customer</u>
(8)	<u>Complete Construction & Backfeed / April 15, 2017</u>	<u>Both</u>
(9)	<u>Complete Testing & First Synch / May 1, 2017</u>	<u>Both</u>
(10)	<u>Commercial Operations / May 15, 2017</u>	<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

**Interconnection Agreement for Small Generator Facility
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capability of the Small Generating Facility and the voltage control system prior to Commercial Operations.

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

**The Public Utility cannot guarantee the availability of a mobile transformer. As such, any delay in the arrival of the mobile transformer could result in delay of the remaining milestones including Commercial Operation.

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:	<input type="checkbox"/>	<input type="checkbox"/>
<u>Funds due no later than</u>	<u>Levelized Option</u>	<u>Stepped Option</u>
March 15, 2016 (or when Interconnection Agreement is executed)	\$10,000	\$10,000
June 1, 2016	\$198,750	\$79,500
August 1, 2016	\$198,750	\$159,000
October 1, 2016	\$198,750	\$238,500
January 1, 2017	\$198,750	\$318,000

**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 4

**Additional Operating Requirements for the Public Utility's
Transmission System and/or Distribution System and Affected Systems Needed to Support the
Interconnection Customer's Needs**

The interconnection of the Small Generator Facility is subject to the rules contained within OAR 860 division 82. The interconnection of the Small Generator Facility to the Public Utility's Distribution System shall be subject to, and the Interconnection Customer shall operate the Small Generating Facility in accordance with, the Public Utility's policies governing interconnection of generation facilities to the distribution system entitled "Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)" which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. The interconnection of the Small Generator Facility to the Public Utility's Transmission System shall be subject to, and the Interconnection Customer shall operate the Small Generating Facility in accordance with, the Public Utility's policies governing interconnection of generation facilities to the transmission system entitled "Facility Connection (Interconnection) Requirements for Transmission Systems (46 kV and above)" which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. In the event of a conflict between any aspect of this Attachment 4 (including without limitation the Public Utility's policies governing interconnection of generation facilities to the distribution system or the transmission system) and the rules contained in OAR 860, division 82, the rules shall prevail.

Parallel Operation. Interconnection Customer may operate the Generating Facility in parallel with the Public Utility's Transmission System or Distribution System (collectively the "T&D System"), but subject at all times to any operating instructions that the Public Utility's dispatch operators may issue and in accordance with all the provisions of this Interconnection Agreement and Good Utility Practice, and any other conditions imposed by the Public Utility in its sole discretion.

Generating Facility Operation Shall Not Adversely Affect the Public Utility's T&D System.

Interconnection Customer shall operate the Generating Facility in such a manner as not to adversely affect the Public Utility's T&D System or any other element of the Public Utility's electrical system. Interconnection Customer's Generating Facility shall deliver not more than the Design Capacity of 1,980 kW. Except as otherwise required by this Interconnection Agreement, Interconnection Customer shall operate the Generating Facility in a manner compatible with the Public Utility's applicable voltage level and fluctuating voltage guidelines, entitled Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below), as it may be amended or superseded from time to time in the Public Utility's reasonable discretion, at the Point of Interconnection during all times that the Generating Facility is connected and operating in parallel with the Public Utility's T&D System. In its sole discretion, the Public Utility may specify rates of change in Interconnection Customer's deliveries to the Public Utility's T&D System during any start-up of the Generating Facility, during reconnection to the

**Interconnection Agreement for Small Generator Facility
Tier 1, Tier 2, Tier 3 or Tier 4 Interconnection
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Public Utility's T&D System, and during normal operations to assure that such rates of change are compatible with the operation of the Public Utility's voltage regulation equipment.

Maximum Authorized Power Flow. The Generating Facility shall not be operated in a manner that results in the flow of electric power onto the Public Utility's T&D System during any fifteen (15) minute interval at levels in excess of 2,080 kVA from the Generating Facility. If this provision is violated, the Public Utility may terminate this Interconnection Agreement or lock the Interconnection Customer Disconnect Switch in the open position until such time as: (a) the Public Utility has studied the impact of additional generation on the T&D System (at Interconnection Customer's cost and pursuant to a new study agreement between the Public Utility and Interconnection Customer) and the interconnection has been upgraded (at Interconnection Customer's cost and pursuant to a new or amended Facilities Construction Agreement and a new or amended Interconnection Agreement if deemed necessary by the Public Utility) in any manner necessary to accommodate the additional generation; or (b) the Interconnection Customer has modified the Generating Facility or Interconnection Customer's Interconnection Facilities in such manner as to insure to the Public Utility's satisfaction that the Generating Facility will no longer cause electric power to flow onto the Public Utility's T&D System at a level in excess of 2,080 kVA.

Harmonic Distortion or Voltage Flicker. Notwithstanding the Study Results, upon notice from the Public Utility that operation of the Generating Facility is producing unacceptable harmonic distortions or voltage flicker on the Public Utility's T&D System, Interconnection Customer shall at its sole cost remedy such harmonic distortions or voltage flicker within a reasonable time.

Reactive Power. Interconnection Customer shall at all times control the flow of reactive power between the Generating Facility and the Public Utility's T&D System within limits established by the Public Utility. The Public Utility shall not be obligated to pay Interconnection Customer for any Kvar or Kvar Hours flowing into the Public Utility's T&D System.

Islanding. If at any time during the term of this Interconnection Agreement the interconnection of the Generating Facility to the Public Utility's T&D System results in a risk of electrical islanding, or actual occurrences of electrical islanding, which the Public Utility reasonably concludes are incompatible with Good Utility Practice, the Parties shall (as necessary) study the issue and implement a solution that will eliminate or mitigate the risk of electrical islanding to a level deemed acceptable by the Public Utility. All costs associated with addressing any electrical islanding problems as required by this paragraph shall be paid by the Interconnection Customer, including without limitation any study costs, engineering costs, design costs, or costs to procure, install, operate and/or maintain required interconnection facilities or protective devices.

Voltage Regulation. The Interconnection Customer agrees to operate at a $\pm 95\%$ leading or lagging power factor. Prior to installation, Interconnection Customer shall provide the Public Utility with written notice of the device and/or operational constraints selected to satisfy this requirement and shall obtain the Public Utility's written approval of such device and/or operational constraints, which approval shall not be unreasonably withheld. In the event Interconnection Customer fails to operate the Generating Facility

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within the voltage regulation constraints of this requirement, the Public Utility may disconnect the Generating Facility.

Modification of Nominal Operating Voltage Level. By providing Interconnection Customer with a one hundred and eighty (180) day notice, the Public Utility may at its sole discretion change the Public Utility's nominal operating voltage level at the Point of Interconnection. In the event of such change in voltage level Interconnection Customer shall, at Interconnection Customer's sole expense, modify Interconnection Customer's Interconnection Facilities as necessary to accommodate the modified nominal operating voltage level. Interconnection Customer has been informed that initial use of a dual voltage Interconnection Customer may ameliorate the cost of accommodating a change in nominal operating voltage level.

Equipment Failure. Interconnection Customer acknowledges that it is responsible for repair or replacement of Interconnection Customer's primary transformer and for any and all other components of the Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer is aware that its inability to timely repair or replace its transformer or any other component of the Generating Facility or Interconnection Customer's Interconnection Facility could result in Interconnection Customer's inability to comply with its responsibilities under this Interconnection Agreement and could lead to disconnection of the Generating Facility from the Public Utility's T&D System and/or termination of this Interconnection Agreement pursuant to the terms of this Interconnection Agreement. Interconnection Customer acknowledges that the risk of this result is born solely by Interconnection Customer and may be substantially ameliorated by Interconnection Customer's elective maintenance of adequate reserve or spare components including but not limited to the Interconnection Customer's primary transformer.

Operation and Maintenance of Facilities Not Owned by the Public Utility. Interconnection Customer shall maintain, test, repair, keep accounts current on, or provide for the proper operation of any and all interconnection facilities, including but not limited to telemetry and communication equipment, not owned by the Public Utility.

Metering and Telemetry Communications Equipment. Notwithstanding any language of OAR 860-082-0070, Public Utility shall not require Interconnection Customer to install a redundant or back-up meter or other telemetry communications equipment. However, Public Utility reserves the right to request that the Oregon Public Utility Commission authorize Public Utility to require Interconnection Customer to be responsible for all reasonable costs associated with redundant metering and communications equipment installed at the Small Generating Facility, upon a determination by Public Utility that such equipment is necessary to maintain compliance with the mandatory reliability standards enforced by the North American Electric Reliability Corporation and the Western Electricity Coordinating Council.

Property Language. Interconnection Customer is required to obtain for the benefit of Public Utility at Interconnection Customer's sole cost and expense all real property rights, including but not limited to fee ownership, easements and/or rights of way, as applicable, for Public Utility owned Facilities using Public

**Interconnection Agreement for Small Generator Facility
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(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Utility's standard forms. Public Utility shall not be obligated to accept any such real property right that does not, at Public Utility's sole discretion, confer sufficient rights to access, operate, construct, modify, maintain, place and remove Public Utility owned Facilities or is otherwise not conveyed using Public Utility's standard forms. Further, all real property on which Public Utility's Facilities are to be located must be environmentally, physically and operationally acceptable to the Public Utility at its sole discretion. Interconnection Customer is responsible for obtaining all permits required by all relevant jurisdictions for the project, including but not limited to, conditional use permits and construction permits; provided however, Public Utility shall obtain, at Interconnection Customer's cost and schedule risk, the permits necessary to construct Public Utility's Facilities that are to be located on real property currently owned or held in fee or right by Public Utility. Except as expressly waived in writing by an authorized officer of Public Utility, all of the foregoing permits and real property rights (conferring rights on real property that is environmentally, physically and operationally acceptable to Public Utility) shall be acquired as provided herein as a condition to Public Utility's contractual obligation to construct or take possession of facilities to be owned by the Public Utility under this Agreement. Public Utility shall have no liability for any project delays or cost overruns caused by delays in acquiring any of the foregoing permits and/or real property rights, whether such delay results from the failure to obtain such permits or rights or the failure of such permits or rights to meet the requirements set forth herein. Further, any completion dates, if any, set forth herein with regard to Public Utility's obligations shall be equitably extended based on the length and impact of any such delays.

**Interconnection Agreement for Small Generator Facility
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Attachment 5

Public Utility' s Description of its Upgrades and Best Estimate of Upgrade Costs

Distribution Upgrades: Extend Circuit 5W406 by approximately .3 miles. Install approximately .9 miles of fiber optic cable. Add VTs and circuit metering and modify communications and protection scheme at Pilot Rock substation. Estimated cost is \$602,000.

Network Upgrades: The following locations will require the Network Upgrades described below:

- No upgrades

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Attachment 6

Scope of Work

GENERATING FACILITY MODIFICATIONS

At the Small Generating Facility, a relay will need to be installed that will monitor the voltage magnitude and frequency. If the magnitude or frequency of the voltage is outside of the normal range of operation, the relay will need to disconnect the Small Generating Facility. It is our recommendation that a SEL 351 type relay be installed for this purpose. This relay has six pickup levels with different time delays for both the frequency and magnitude of the voltage to make the relay sensitive to small diversions from nominal but with adequate time delay and also fast reacting for extreme diversions.

The Public Utility will procure, install, test, and own all revenue metering equipment. It is expected the revenue metering instrument transformers will be installed overhead on a pole at the Point of Interconnection. The meter instrument transformer mounting shall conform to Public Utility's construction standards.

The metering will be bidirectional to measure KWH and KVARH quantities for both the generation received and the retail load delivered. The Interconnection Customer may request output from the Public Utility's revenue meters.

Communication equipment will be required to remotely interrogate the meter for generation and billing data via Public Utility's MV90 data acquisition system.

INTERCONNECTION CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Design, procure, install, and own an SEL 351 type relay to monitor the voltage and frequency of the Small Generating Facility.
- Provide professional engineer ("PE") signed and stamped drawings for Interconnection Customer's Small Generating Facility to Public Utility to allow development of required relay settings.
- Install and own a recloser for the Public Utility's SEL 2829 optical transceiver.

PUBLIC UTILITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Design and communicate to the Interconnection Customer the settings to be programmed into the SEL 351 type relay.
- Own the revenue class instrument transformers required for the interconnection of the Small Generating Facility.
- Procure, install, and own two (2) meters are required for retail load Customer Net Gen reverse feed.
- Own the revenue class instrument transformers required for the interconnection of the Small Generating Facility.
- Design, procure, install, and own of Ethernet (preferred) or a cell phone to be designed as part

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of the meter and utilized to allow for remote interrogation of the Small Generating Facility.

- Design, procure, install, and own one (1) metering panel.
- Design, procure, install, and own of the required meter, test switches and secondary meter wire needed to interconnect the Small Generating Facility.
- Design, procure, install, and own the required meter, test switches and secondary meter wire needed to interconnect the Small Generating Facility.
- Design, procure and install all required communication fiber patch panel, fiber modem, and related communication equipment needed to connect to new 48-fiber, single mode, ADSS cable and to Interconnection Customer's recloser/equipment.

DISTRIBUTION LINE REQUIREMENTS

The following outlines the design, procurement, installation, and ownership of equipment for the distribution line.

INTERCONNECTION CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Obtain required right of way for newly required tap line from City Feeder to Small Generating Facility.

PUBLIC UTILITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Design, install, and own 0.3 miles of 4/0 AAC primary conductors and one 4/0AAC neutral conductor from the Point of Interconnection (proposed facility point #090961) to the Point of Change of Ownership.
- Design, install, and own a gang operated switch and primary metering units.
- Procure and install one (1) span of overhead primary conductors from the primary metering pole to Interconnection Customer's pole. The termination of this conductor at the Small Generating Facility will serve as the Point of Change of Ownership.
- Replace the tap changing controller on R-816 with a controller capable of handling reverse power flow.
- Design, procure, install, and own new 48-fiber, single mode, ADSS cable from Small Generating Facility to Pilot Rock substation.

PILOT ROCK SUBSTATION

The following outlines the design, procurement, installation, testing and ownership of equipment for Public Utility's Distribution Circuit.

PUBLIC UTILITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Procure, install, and own three (3) 12.5 kV VT's.
- Design, procure, and install required steel support structures and associated foundations for all new equipment if required.
- Design, procure, and install a one (1) new PC-611 panel.
- Design, procure, and install a one (1) new PII11 annunciator panel.

**Interconnection Agreement for Small Generator Facility
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- Design, procure, and install two (2) new PC 510 transformer metering panels.
- Design, procure and install all required communication fiber patch panel, fiber modem, and related communication equipment needed to connect to new 48-fiber, single mode, ADSS cable and to Interconnection Customer's recloser/equipment.
- Design, procure and install a fiber-optic channel to send direct transfer trip to the Interconnection Customer's collector site recloser using mirrored bits.

JUN 20 2016

AGREEMENT TO AMEND INTERCONNECTION AGREEMENT FOR SMALL GENERATOR FACILITY

TRANSMISSION SERVICES
PACIFICORP

This **Agreement To Amend Interconnection Agreement for Small Generator Facility** ("Agreement") is made and entered into this 20th day of June, 2016, by and between PacifiCorp, an Oregon corporation (the "Public Utility") and Sunthurst Energy, LLC (Q666), an Oregon Limited Liability Company (the "Interconnection Customer"). Transmission Provider and Interconnection Customer may be referred to as a "Party" or collectively as the "Parties."

RECITALS

JUN 20 2016

WHEREAS, Transmission Provider and Interconnection Customer have entered into a Generator Interconnection Agreement ("Interconnection Agreement"), dated March 14, 2016;

WHEREAS, Public Utility and Interconnection Customer have mutually agreed to amend one or more appendices, attachments, and/or exhibits 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 attachment will substitute in its entirety for 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 substitute attachment shall constitute the entire agreement between the Parties.
- 4.0 TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 5.0 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: *[Signature]*

Title: VP, Transmission

Date: 6/20/16

20 REV

Sunthurst Energy, LLC (Q666)

By: *[Signature]*

Title: Principal

Date: 6.15.16

**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 15, 2017

11/14 2 0 REC

Critical milestones and responsibility as agreed to by the Parties:

	<u>Milestone/Date</u>	<u>Responsible Party</u>
(1)	<u>Execute Agreement and Provide \$10,000 deposit</u> <u>March 15, 2016</u>	<u>Interconnection Customer</u>
(2)	<u>Provide All Required Design Information</u> <u>October 15, 2016</u>	<u>Interconnection Customer</u>
(3)	<u>Begin Engineering Design</u> <u>November 15, 2016</u>	<u>Public Utility</u>
(4)	<u>Obtain Property Rights</u> <u>November 15, 2016</u>	<u>Interconnection Customer</u>
(5)	<u>Complete Engineering Design</u> <u>April 20, 2017</u>	<u>Public Utility</u>
(6)	<u>Begin Construction</u> <u>June 18, 2017</u>	<u>Public Utility</u>
(7)	<u>Provide Policy 138 required Test Plan</u> <u>July 1, 2017</u>	<u>Interconnection Customer</u>
(8)	<u>Complete Construction & Backfeed</u> <u>August 15, 2017</u>	<u>Both</u>
(9)	<u>Complete Testing & First Sync</u> <u>September 1, 2017</u>	<u>Both</u>
(10)	<u>Commercial Operations</u> <u>September 15, 2017</u>	<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

**Interconnection Agreement for Small Generator Facility
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capability of the Small Generating Facility and the voltage control system prior to Commercial Operations.

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

**The Public Utility cannot guarantee the availability of a mobile transformer. As such, any delay in the arrival of the mobile transformer could result in delay of the remaining milestones including Commercial Operation.

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:	<input type="checkbox"/>	<input type="checkbox"/>
<u>Funds due no later than</u> March 15, 2016 (or when Interconnection Agreement is executed)	<u>Levelized Option</u>	<u>Stepped Option</u>
October 1, 2016	\$10,000	\$10,000 - Paid
December 1, 2016	\$198,750	\$79,500
February 1, 2017	\$198,750	\$159,000
May 1, 2017	\$198,750	\$238,500
		\$318,000

RECEIVED

OCT 11 2016

TRANSMISSION SERVICES
PACIFICORP

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 11th day of October, 2016, by and between PacifiCorp, an Oregon corporation (the "Public Utility") and Sunthurst Energy, LLC (Q666), an Oregon 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 Generator Interconnection Agreement ("Interconnection Agreement"), dated March 14, 2016;

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

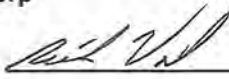
WHEREAS, Article 8.2 of the Interconnection Agreement states that the Parties may mutually agree to amend this Interconnection Agreement by a written instrument duly executed by both parties;

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 attachment will substitute in its entirety for 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.
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- 5.0 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: 

Title: VP, Transmission

Date: 10/11/16

Sunthurst Energy, LLC (Q666)

By: 

Title: OWNER

Date: 10.4.16

**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, 2018

Critical milestones and responsibility as agreed to by the Parties:

	<u>Milestone/Date</u>	<u>Responsible Party</u>
(1)	<u>Execute Agreement and Provide \$10,000 deposit March 15, 2016</u>	<u>Interconnection Customer</u>
(2)	<u>Provide All Required Design Information October 15, 2016</u>	<u>Interconnection Customer</u>
(3)	<u>Begin Engineering Design November 15, 2017</u>	<u>Public Utility</u>
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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

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capability of the Small Generating Facility and the voltage control system prior to Commercial Operations.

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

**The Public Utility cannot guarantee the availability of a mobile transformer. As such, any delay in the arrival of the mobile transformer could result in delay of the remaining milestones including Commercial Operation.

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:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Funds due no later than</u>	<u>Levelized Option</u>	<u>Stepped Option</u>
March 15, 2016 (or when Interconnection Agreement is executed)	\$10,000	\$10,000 - Paid
October 1, 2017	\$198,750	\$79,500
December 1, 2017	\$198,750	\$159,000
February 1, 2018	\$198,750	\$238,500
May 1, 2018	\$198,750	\$318,000

NOV 21 2017

TRANSMISSION SERVICES
PACIFICORP

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 21st day of November, 2017, by and between PacifiCorp, an Oregon corporation (the "Public Utility") and Sunthurst Energy, LLC (Q666), an Oregon 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 Generator Interconnection Agreement ("Interconnection Agreement"), dated March 14, 2016, and amended as of June 20, 2016, and October 11, 2016;

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

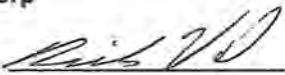
WHEREAS, Article 8.2 of the Interconnection Agreement states that the Parties may mutually agree to amend this Interconnection Agreement by a written instrument duly executed by both parties;

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

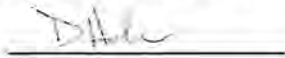
- 1.0 The Parties acknowledge and mutually agree that the following attachment will substitute in its entirety the same attachment in the Interconnection Agreement:
 - Attachment 3.
- 2.0 Service under the Interconnection Agreement with the amended attachment will commence only upon execution by both Parties.
- 3.0 The Interconnection Agreement, with the attached substitute attachments shall constitute the entire agreement between the Parties.
- 4.0 TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 5.0 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
Title: VP, Transmission
Date: 11/27/17

Sunthurst Energy, LLC (Q666)

By: 
Title: Owner
Date: 11/21/17



**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: June 30, 2019

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Execute Agreement and Provide \$10,000 deposit</u> <u>March 15, 2016</u>	<u>Interconnection Customer</u>
(2)	<u>Provide All Required Design Information</u> <u>July 12, 2018</u>	<u>Interconnection Customer</u>
(3)	<u>Begin Engineering Design</u> <u>July 12, 2018</u>	<u>Public Utility</u>
(4)	<u>Obtain Property Rights</u> <u>September 1, 2018</u>	<u>Interconnection Customer</u>
(5)	<u>Complete Engineering Design</u> <u>December 13, 2018</u>	<u>Public Utility</u>
(6)	<u>Begin Construction</u> <u>April 1, 2019</u>	<u>Public Utility</u>
(7)	<u>Provide Policy 138 required Test Plan</u> <u>May 1, 2019</u>	<u>Interconnection Customer</u>
(8)	<u>Complete Construction & Backfeed</u> <u>June 1, 2019</u>	<u>Both</u>
(9)	<u>Complete Testing & First Sync</u> <u>June 25, 2019</u>	<u>Both</u>
(10)	<u>Commercial Operations</u> <u>June 30, 2019</u>	<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

**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)**

capability of the Small Generating Facility and the voltage control system prior to Commercial Operations.

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

**The Public Utility cannot guarantee the availability of a mobile transformer. As such, any delay in the arrival of the mobile transformer could result in delay of the remaining milestones including Commercial Operation.

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:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Funds due no later than</u> March 15, 2016 (or when Interconnection Agreement is executed)	<u>Levelized Option</u>	<u>Stepped Option</u>
July 1, 2018	\$10,000	\$10,000 - Paid
August 1, 2018	\$198,750	\$79,500
October 1, 2018	\$198,750	\$159,000
December 1, 2018	\$198,750	\$238,500
		\$318,000

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 6th day of November, 2018, by and between PacifiCorp, an Oregon corporation (the "Public Utility") and Sunthurst Energy, LLC (Q666), an Oregon 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 Generator Interconnection Agreement ("Interconnection Agreement"), dated March 14, 2016, and amended as of June 20, 2016, October 11, 2016, and November 21, 2017;

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

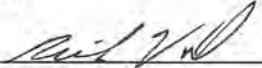
WHEREAS, Article 8.2 of the Interconnection Agreement states that the Parties may mutually agree to amend this Interconnection Agreement by a written instrument duly executed by both parties;

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 attachments shall constitute the entire agreement between the Parties.
- 4.0 TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 5.0 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
Title: VP, Transmission
Date: 11/6/18

Sunthurst Energy, LLC (Q666)

By: 
Title: Owner
Date: 11/6/18

Attachment 3

Milestones

Estimated In-Service Date: December 31, 2019

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Execute Agreement and Provide \$10,000 deposit</u> <u>March 15, 2016</u>	<u>Interconnection Customer</u>
(2)	<u>Provide All Required Design Information</u> <u>July 12, 2018</u>	<u>Interconnection Customer</u>
(3)	<u>Begin Engineering Design</u> <u>February 1, 2019</u>	<u>Public Utility</u>
(4)	<u>Obtain Property Rights</u> <u>April 1, 2019</u>	<u>Interconnection Customer</u>
(5)	<u>Complete Engineering Design</u> <u>July 15, 2019</u>	<u>Public Utility</u>
(6)	<u>Begin Construction</u> <u>September 1, 2019</u>	<u>Public Utility</u>
(7)	<u>Provide Policy 138 required Test Plan</u> <u>November 1, 2019</u>	<u>Interconnection Customer</u>
(8)	<u>Complete Construction & Backfeed</u> <u>December 1, 2019</u>	<u>Both</u>
(9)	<u>Complete Testing & First Sync</u> <u>December 25, 2019</u>	<u>Both</u>
(10)	<u>Commercial Operations</u> <u>December 31, 2019</u>	<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.

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

**The Public Utility cannot guarantee the availability of a mobile transformer. As such, any delay in the arrival of the mobile transformer could result in delay of the remaining milestones including Commercial Operation.

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:	<input type="checkbox"/>	<input type="checkbox"/>
<u>Funds due no later than</u> March 15, 2016 (or when Interconnection Agreement is executed)	<u>Levelized Option</u>	<u>Stepped Option</u>
July 1, 2018	\$10,000	\$10,000 - Paid
April 1, 2019	\$143,100	\$79,500 - Paid
June 1, 2019	\$143,100	\$53,500
August 1, 2019	\$143,100	\$159,000
October 15, 2019	\$143,100	\$238,500
		\$318,000

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 17th day of March, 2022, by and between PacifiCorp, an Oregon corporation (the “Public Utility”) and Sunthurst Energy, LLC, 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;

WHEREAS, Public Utility and Interconnection Customer have mutually agreed to amend one or more appendices, attachments, and/or exhibits 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 attachments will substitute in their entirety the same attachments in the Interconnection Agreement:
 - Attachment 1
 - Attachment 3
 - Attachment 5
 - Attachment 6
- 2.0 Service under the Interconnection Agreement with the amended attachments will commence only upon execution by both Parties.
- 3.0 The Interconnection Agreement, with the attached substitute attachments 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: 2022.03.17
08:17:52 -07'00'

Title: VP, Transmission

Date: 03/17/2022

Sunthurst Energy, LLC

By: D Hale

Title: Manager

Date: 3/15/2022

**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 1

**Description of Interconnection Facilities
And Metering Equipment Operated or Maintained by the Public Utility**

Small Generating Facility: A 1.98 MW solar generating facility consisting of thirty-three (33) SMA MLX-60 60 kW inverters, connected to one (1) generation step up transformer (3 MVA, 5.75%), and one (1) 150 kVA grounding bank with an impedance of 5.75%, connected to Public Utility's Distribution System in Umatilla County, Oregon. See Attachment 2.

Interconnection Customer Interconnection Facilities: A short, 12.5 kV tie connecting the step-up transformer to the Interconnection Customer owned recloser and relay. Interconnection Customer will also own a gang-operated disconnect switch that Public Utility can access. See Attachment 2.

Public Utility's Interconnection Facilities: A short run of distribution circuit connected to a 12.5 kV disconnect switch, bi-directional revenue metering facilities and fiber optic cable equipment necessary for transfer-trip between the Small Generating Facility and Pilot Rock substation. See Attachment 2.

Estimated cost of Public Utility's Interconnection Facilities directly assigned to Interconnection Customer: \$139,000

Estimated Annual Operation and Maintenance Cost of Public Utility's Interconnection Facilities: \$1,500. Interconnection Customer shall be responsible for Public Utility's actual cost for maintenance of the Public Utility's Interconnection Facilities.

Point of Interconnection: The point where the Public Utility's Interconnection Facilities connect to the Public Utility's 12.5 kV distribution circuit 5W406 out of Pilot Rock substation. See Attachment 2.

Point of Change of Ownership: The point where the Interconnection Customer's Interconnection Facilities connect to the Public Utility's Interconnection Facilities. See Attachment 2.



**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: December 31, 2022

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Execute Agreement and Provide \$10,000 deposit</u> <u>March 15, 2016</u>	<u>Interconnection Customer</u>
(2)	<u>Retail Service Request Established</u> <u>March 18, 2022</u>	<u>Interconnection Customer</u>
(3)	<u>*Initial Design Information Provided</u> <u>March 18, 2022</u>	<u>Interconnection Customer</u>
(4)	<u>Begin Engineering Design</u> <u>April 4, 2022</u>	<u>Public Utility</u>
(5)	<u>Obtain Property Rights</u> <u>May 6, 2022</u>	<u>Interconnection Customer</u>
(6)	<u>*Final design information provided</u> <u>June 10, 2022</u>	<u>Interconnection Customer</u>
(7)	<u>Property/Permits/RoW procured</u> <u>July 1, 2022</u>	<u>Public Utility</u>
(8)	<u>Complete Engineering Design</u> <u>September 9, 2022</u>	<u>Public Utility</u>
(9)	<u>Begin Construction</u> <u>October 17, 2022</u>	<u>Public Utility</u>
(10)	<u>Provide Policy 138 required Test & Maintenance Plans</u> <u>November 4, 2022</u>	<u>Interconnection Customer</u>
(11)	<u>Complete Construction</u> <u>December 16, 2022</u>	<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) Commissioning Complete December 28, 2022 Public Utility
- (13) Backfeed December 29, 2022 Interconnection Customer
- (14) Initial synchronization and generator testing December 30, 2022 Interconnection Customer
- (15) Commercial Operations December 31, 2022 Both

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
May 1, 2022	\$200,000
July 1, 2022	\$282,500

**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 5

Public Utility' s Description of its Upgrades and Best Estimate of Upgrade Costs

Distribution Upgrades: Install approximately 0.9 miles of fiber optic cable. Add VTs and circuit metering and modify communications and protection scheme at Pilot Rock substation. Estimated cost is \$433,000.

Network Upgrades: The following locations will require the Network Upgrades described below:

- No upgrades

**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 6

Scope of Work

GENERATING FACILITY MODIFICATIONS

At the Small Generating Facility, a relay will need to be installed that will monitor the voltage magnitude and frequency. If the magnitude or frequency of the voltage is outside of the normal range of operation, the relay will need to disconnect the Small Generating Facility. It is our recommendation that a SEL 351 type relay be installed for this purpose. This relay has six pickup levels with different time delays for both the frequency and magnitude of the voltage to make the relay sensitive to small diversions from nominal but with adequate time delay and also fast reacting for extreme diversions.

The Public Utility will procure, install, test, and own all revenue metering equipment. It is expected the revenue metering instrument transformers will be installed overhead on a pole at the Point of Interconnection. The meter instrument transformer mounting shall conform to Public Utility's construction standards.

The metering will be bidirectional to measure KWH and KVARH quantities for both the generation received and the retail load delivered. The Interconnection Customer may request output from the Public Utility's revenue meters.

Communication equipment will be required to remotely interrogate the meter for generation and billing data via Public Utility's MV90 data acquisition system.

INTERCONNECTION CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Procure all necessary permits, lands, rights of way and easements required for the construction and continued maintenance of the Q0666 Small Generator Facility and collector substation.
- Design, procure, construct, own and maintain the Interconnection Customer's Small Generator Facility and associated collector substation.
- Design the Small Generating Facility with reactive power capabilities necessary to operate within the full power factor range of 0.95 leading to 0.95 lagging as measured at the Point of Interconnection. The reactive compensation must be designed such that the discreet switching of all reactive devices (if required by the Interconnection Customer) does not cause step voltage changes greater than +/-3% on the Public Utility's system.
- Operate the Small Generating Facility under constant power factor mode with a unity power factor setting unless specifically requested otherwise by the Public Utility. The Small Generating Facility is expressly forbidden from actively participating in voltage regulation of the Public Utilities system without written request or authorization from the Public Utility.
- Operate the Small Generating Facility so minimum power quality requirements in PacifiCorp's Engineering Handbook section 1C are met, the standards are available at <https://www.pacificpower.net/about/power-quality-standards.html>. Requirements specified in the System Impact Study that exceed requirements in the Engineering Handbook section 1C power

**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)**

quality standards shall apply.

- As per NERC standard VAR-001-1, the Public Utility is required to specify voltage or reactive power schedule at the Point of interconnection. Under normal conditions, the Public Utility's system should not supply reactive power to the Small Generating Facility.
- Install a transformer that will hold the phase to neutral voltages within limits when the Small Generator Facility is isolated with the Public Utility's local system until the generation disconnects such as a wye-delta grounding transformer. Please note that the transformer thus far proposed by the Interconnection Customer is not acceptable to the Public Utility.
- Design, procure, install, and own an SEL 351 type relay to monitor the voltage and frequency of the Small Generating Facility.
- Provide the Public Utility second level password control of the Interconnection Customer's relay to ensure no settings changes can be made to the relay without Public Utility review and approval.
- Provide professional engineer ("PE") signed and stamped drawings for Interconnection Customer's Small Generating Facility to Public Utility to allow development of required relay settings.
- Install and own a recloser for the Public Utility's SEL 2829 optical transceiver.
- Arrange for and provide permanent retail service for power that will flow from the Public Utility's system when the Small Generator Facility is not generating. This arrangement must be in place prior to approval for backfeed.
- Provide any construction or backup retail service necessary for the Project.
- Provide the Public Utility a Professional Engineer ("PE") approved maintenance plan for all Interconnection Customer Interconnection facilities prior to commencement of generation activities.

PUBLIC UTILITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Design and communicate to the Interconnection Customer the settings to be programmed into the SEL 351 type relay.
- Own the revenue class instrument transformers required for the interconnection of the Small Generating Facility.
- Procure, install, and own two (2) meters are required for retail load Customer Net Gen reverse feed.
- Own the revenue class instrument transformers required for the interconnection of the Small Generating Facility.
- Design, procure, install, and own of Ethernet (preferred) or a cell phone to be designed as part of the meter and utilized to allow for remote interrogation of the Small Generating Facility.
- Design, procure, install, and own one (1) metering panel.
- Design, procure, install, and own of the required meter, test switches and secondary meter wire needed to interconnect the Small Generating Facility.
- Design, procure, install, and own the required meter, test switches and secondary meter wire needed to interconnect the Small Generating Facility.
- Design, procure and install all required communication fiber patch panel, fiber modem, and

**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)**

related communication equipment needed to connect to new 48-fiber, single mode, ADSS cable and to Interconnection Customer's recloser/equipment.

DISTRIBUTION LINE REQUIREMENTS

The following outlines the design, procurement, installation, and ownership of equipment for the distribution line.

INTERCONNECTION CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Obtain required right of way for newly required tap line from the Public Utility's existing facilities to the Point of Interconnection.

PUBLIC UTILITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Design, install, and own 3 spans of 4/0 AAC primary conductors and one 4/0AAC neutral conductor from the Public Utility's existing facilities (proposed facility point #090961) to the Point of Change of Ownership.
- Design, install, and own a gang operated switch and primary metering units.
- Procure and install one (1) span of overhead primary conductors from the primary metering pole to Interconnection Customer's pole. The termination of this conductor at the Small Generating Facility will serve as the Point of Change of Ownership.
- Replace the tap changing controller on R-816 with a controller capable of handling reverse power flow.
- Design, procure, install, and own new 48-fiber, single mode, ADSS cable from Small Generating Facility to Pilot Rock substation.

PILOT ROCK SUBSTATION

The following outlines the design, procurement, installation, testing and ownership of equipment for Public Utility's Distribution Circuit.

PUBLIC UTILITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Procure, install, and own three (3) 12.5 kV VT's.
- Design, procure, and install required steel support structures and associated foundations for all new equipment if required.
- Design, procure, and install a one (1) new PC-611 panel.
- Design, procure, and install two (2) new PC 510 transformer metering panels.
- Design, procure and install all required communication fiber patch panel, fiber modem, and related communication equipment needed to connect to new 48-fiber, single mode, ADSS cable and to Interconnection Customer's recloser/equipment.
- Design, procure and install a fiber-optic channel to send direct transfer trip to the Interconnection Customer's collector site recloser using mirrored bits.

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 15th day of August, 2022, by and between PacifiCorp, an Oregon corporation (the “Public Utility”) and Pilot Rock Solar 1, LLC, 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;

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

WHEREAS, consistent with Article 5.1 of the Interconnection Agreement, by notice to Public Utility on July 14, 2022, Sunthurst Energy, LLC assigned and transferred the Interconnection Agreement to Pilot Rock Solar 1, LLC;

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 article and attachments will substitute in their entirety the same article and attachment in the Interconnection Agreement:
 - **Article 9.3**
 - **Attachment 3**
 - **Attachment 6**
- 2.0 Service under the Interconnection Agreement with the amended article and attachments will commence only upon execution by both Parties.
- 3.0 The Interconnection Agreement, with the attached substitute attachments 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: 2022.08.15
21:42:44 -07'00'

Title: VP, Transmission

Date: 08/15/2022

Pilot Rock Solar 1, LLC

By: D Hale

Title: Manager

Date: 8/12/2022

**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)**

This Interconnection Agreement for Small Generator Facility (“Agreement”) is made and entered into this ___ day of _____ by and between Pilot Rock Solar 1, LLC, a Limited Liability Company organized and existing under the laws of the State of Oregon, (“Interconnection Customer”) and PacifiCorp, a Corporation, existing under the laws of the State of Oregon, (“Public Utility”). The Interconnection Customer and Public Utility may be referred to hereinafter singly as a “Party” or collectively as the “Parties.”

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Small Generator Facility, or to add generating capacity to an existing Small Generator Facility, consistent with the Application completed on May 7, 2015;

Whereas, the Interconnection Customer desires to interconnect the Small Generator Facility with Public Utility’s Transmission System and/or Distribution System (“T&D System”) in the State of Oregon; and

Whereas, the interconnection of the Small Generator Facility and the Public Utility’s T&D System is subject to the jurisdiction of the Public Utility Commission of Oregon (“Commission”) and governed by OPUC Rule OAR 860, Division 082 (the “Rule”).

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Scope

This Agreement establishes the standard terms and conditions under which the Small Generator Facility with a Nameplate Capacity of no more than 10 megawatts (“MW”) will interconnect to, and operate in Parallel with, the Public Utility’s T&D System. The Commission has approved standard terms and conditions governing this class of interconnection. Any additions, deletions or changes to the standard terms and conditions of interconnection approved by the Commission must be mutually agreed by the Parties or, if required by the Rule, any such changes must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule. This Agreement shall be construed where possible to be consistent with the Rules; to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

1.2 No Agreement Regarding Power Purchase, Transmission, or Delivery

This Agreement does not constitute an agreement to purchase, transmit, or deliver any power or capacity from the interconnected Small Generating Facility nor does it constitute

**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)**

Either Party will have the right to make a unilateral filing with the Commission to modify this Agreement. This reservation of rights provision will include but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under tariff rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

9.2 Records

The Public Utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by OAR 860-082-0065. The Public Utility will provide a copy of these records to the Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

Interconnection Customer: Pilot Rock Solar 1, LLC

Attention: Daniel Hale

Address: 43682 SW Brower Lane

City: Pendleton State: Oregon Zip: 97801

Phone: 323-480-3835 Fax: 323-782-0760 Email: PM1@pilotrocksolar.com

If to Public Utility:

Public Utility: PacifiCorp

Attention: Transmission Service

Address: 825 NE Multnomah, Suite 550

City: Portland State: Oregon Zip: 97232

Phone: 503-813-6077 Fax: 503-813-6893

9.3 Billing and Payment

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)

**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)**

If to the Interconnection Customer

Interconnection Customer: Pilot Rock Solar 1, LLC
Attention: Daniel Hale
Address: P.O. Box 549
City: Stanfield State: Oregon Zip: 97875
Phone: 323-480-3835 Fax: 323-782-0760 E-mail: PM1@pilotrocksolar.com

If to Public Utility

Public Utility: PacifiCorp Transmission
Attention: Central Cashiers Office
Address: P.O. Box 2757
City: Portland State: OR Zip: 97208-2757

9.4 Designated Operating Representative

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different than article 9.2 above)

Interconnection Customer's Operating Representative: Pilot Rock Solar 1, LLC

Attention: Daniel Hale
Address: P.O. Box 549
City: Stanfield State: Oregon Zip: 97875
Phone: 323-480-3835 Fax: 323-782-0760
E-Mail: PM1@pilotrocksolar.com

Public Utility's Operating Representative: PacifiCorp

Attention: Grid Operations
Address: 9915 S.E. Ankeny Street
City: Portland State: OR Zip: 97216
Phone: 503-251-5197 Fax: 503-251-5228

9.5 Changes to the Notice Information

Either Party may change this notice information by giving five Business Days written notice prior to the effective date of the change.



**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: May 25, 2023

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Execute Agreement and Provide \$10,000 deposit</u> <u>March 15, 2016</u>	<u>Interconnection Customer</u>
(2)	<u>Retail Service Request Established</u> <u>March 18, 2022</u>	<u>Interconnection Customer</u>
(3)	<u>*Initial Design Information Provided</u> <u>March 18, 2022</u>	<u>Interconnection Customer</u>
(4)	<u>Begin Engineering Design</u> <u>April 4, 2022</u>	<u>Public Utility</u>
(5)	<u>Obtain Property Rights</u> <u>May 6, 2022</u>	<u>Interconnection Customer</u>
(6)	<u>*Final design information provided</u> <u>October 3, 2022</u>	<u>Interconnection Customer</u>
(7)	<u>Property/Permits/RoW procured</u> <u>October 28, 2022</u>	<u>Public Utility</u>
(8)	<u>Complete Engineering Design</u> <u>November 11, 2022</u>	<u>Public Utility</u>
(9)	<u>Begin Construction</u> <u>February 6, 2023</u>	<u>Public Utility</u>
(10)	<u>Provide Policy 138 required Test & Maintenance Plans</u> <u>April 7, 2023</u>	<u>Interconnection Customer</u>
(11)	<u>Complete Construction</u> <u>May 5, 2023</u>	<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>
<u>May 19, 2023</u> | <u>Public Utility</u> |
| (13) | <u>Backfeed</u>
<u>May 22, 2023</u> | <u>Interconnection Customer</u> |
| (14) | <u>Initial synchronization and generator testing</u>
<u>May 24, 2023</u> | <u>Interconnection Customer</u> |
| (15) | <u>Commercial Operations</u>
<u>May 25, 2023</u> | <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
September 1, 2022	\$20,000
November 1, 2022	\$180,000
March 1, 2023	\$282,500

**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 6

Scope of Work

GENERATING FACILITY MODIFICATIONS

At the Small Generating Facility, a relay will need to be installed that will monitor the voltage magnitude and frequency. If the magnitude or frequency of the voltage is outside of the normal range of operation, the relay will need to disconnect the Small Generating Facility. It is our recommendation that a SEL 351 type relay be installed for this purpose. This relay has six pickup levels with different time delays for both the frequency and magnitude of the voltage to make the relay sensitive to small diversions from nominal but with adequate time delay and also fast reacting for extreme diversions.

The Public Utility will procure, install, test, and own all revenue metering equipment. It is expected the revenue metering instrument transformers will be installed overhead on a pole at the Point of Interconnection. The meter instrument transformer mounting shall conform to Public Utility's construction standards.

The metering will be bidirectional to measure KWH and KVARH quantities for both the generation received and the retail load delivered. The Interconnection Customer may request output from the Public Utility's revenue meters.

Communication equipment will be required to remotely interrogate the meter for generation and billing data via Public Utility's MV90 data acquisition system.

INTERCONNECTION CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Procure all necessary permits, lands, rights of way and easements required for the construction and continued maintenance of the Q0666 Small Generator Facility and collector substation.
- Design, procure, construct, own and maintain the Interconnection Customer's Small Generator Facility and associated collector substation.
- Design the Small Generating Facility with reactive power capabilities necessary to operate within the full power factor range of 0.95 leading to 0.95 lagging as measured at the Point of Interconnection. The reactive compensation must be designed such that the discreet switching of all reactive devices (if required by the Interconnection Customer) does not cause step voltage changes greater than +/-3% on the Public Utility's system.
- Operate the Small Generating Facility under constant power factor mode with a unity power factor setting unless specifically requested otherwise by the Public Utility. The Small Generating Facility is expressly forbidden from actively participating in voltage regulation of the Public Utilities system without written request or authorization from the Public Utility.
- Operate the Small Generating Facility so minimum power quality requirements in PacifiCorp's Engineering Handbook section 1C are met, the standards are available at <https://www.pacificpower.net/about/power-quality-standards.html>. Requirements specified in the System Impact Study that exceed requirements in the Engineering Handbook section 1C power

**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)**

quality standards shall apply.

- As per NERC standard VAR-001-1, the Public Utility is required to specify voltage or reactive power schedule at the Point of interconnection. Under normal conditions, the Public Utility's system should not supply reactive power to the Small Generating Facility.
- Install a transformer that will hold the phase to neutral voltages within limits when the Small Generator Facility is isolated with the Public Utility's local system until the generation disconnects such as a wye-delta grounding transformer. Please note that the transformer thus far proposed by the Interconnection Customer is not acceptable to the Public Utility.
- Design, procure, install, and own an SEL 351 type relay to monitor the voltage and frequency of the Small Generating Facility.
- Provide the Public Utility second level password control of the Interconnection Customer's relay to ensure no settings changes can be made to the relay without Public Utility review and approval.
- Provide professional engineer ("PE") signed and stamped drawings for Interconnection Customer's Small Generating Facility to Public Utility to allow development of required relay settings.
- Install and own a recloser for the Public Utility's SEL 2829 optical transceiver.
- Arrange for and provide permanent retail service for power that will flow from the Public Utility's system when the Small Generator Facility is not generating. This arrangement must be in place prior to approval for backfeed.
- Provide any construction or backup retail service necessary for the Project.
- Provide the Public Utility a Professional Engineer ("PE") approved maintenance plan for all Interconnection Customer Interconnection Facilities prior to commencement of generation activities.

PUBLIC UTILITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Design and communicate to the Interconnection Customer the settings to be programmed into the SEL 351 type relay.
- Own the revenue class instrument transformers required for the interconnection of the Small Generating Facility.
- Procure, install, own and maintain, at the Public Utility's expense, two (2) (primary and secondary) SCADA capable meters required for retail load Customer Net Gen reverse feed.
- Procure install, own and maintain, at the Public Utility's expense, communications equipment required to facilitate the acquisition of standard SCADA points to be communicated to the Public Utility's System Operations Centers.
- Own the revenue class instrument transformers required for the interconnection of the Small Generating Facility.
- Design, procure, install, and own of Ethernet (preferred) or a cell phone to be designed as part of the meter and utilized to allow for remote interrogation of the Small Generating Facility.
- Design, procure, install, and own one (1) metering panel.
- Design, procure, install, and own of the required meter, test switches and secondary meter wire needed to interconnect the Small Generating Facility.

**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)**

- Design, procure, install, and own the required meter, test switches and secondary meter wire needed to interconnect the Small Generating Facility.
- Design, procure and install all required communication fiber patch panel, fiber modem, and related communication equipment needed to connect to new 48-fiber, single mode, ADSS cable and to Interconnection Customer's recloser/equipment.

DISTRIBUTION LINE REQUIREMENTS

The following outlines the design, procurement, installation, and ownership of equipment for the distribution line.

INTERCONNECTION CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Obtain required right of way for newly required tap line from the Public Utility's existing facilities to the Point of Interconnection.

PUBLIC UTILITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Design, install, and own 3 spans of 4/0 AAC primary conductors and one 4/0AAC neutral conductor from the Public Utility's existing facilities (proposed facility point #090961) to the Point of Change of Ownership.
- Design, install, and own a gang operated switch and primary metering units.
- Procure and install one (1) span of overhead primary conductors from the primary metering pole to Interconnection Customer's pole. The termination of this conductor at the Small Generating Facility will serve as the Point of Change of Ownership.
- Replace the tap changing controller on R-816 with a controller capable of handling reverse power flow.
- Design, procure, install, and own new 48-fiber, single mode, ADSS cable from Small Generating Facility to Pilot Rock substation.

PILOT ROCK SUBSTATION

The following outlines the design, procurement, installation, testing and ownership of equipment for Public Utility's Distribution Circuit.

PUBLIC UTILITY WILL BE RESPONSIBLE FOR THE FOLLOWING:

- Procure, install, and own three (3) 12.5 kV VT's.
- Design, procure, and install required steel support structures and associated foundations for all new equipment if required.
- Design, procure, and install a one (1) new PC-611 panel.
- Design, procure, and install two (2) new PC 510 transformer metering panels.
- Design, procure and install all required communication fiber patch panel, fiber modem, and related communication equipment needed to connect to new 48-fiber, single mode, ADSS cable and to Interconnection Customer's recloser/equipment.



**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)**

- Design, procure and install a fiber-optic channel to send direct transfer trip to the Interconnection Customer's collector site recloser using mirrored bits.

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 _____ day of _____, 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: _____

Title: _____

Date: _____

Pilot Rock Solar 1, LLC (Q0666)

By: _____

Title: _____

Date: _____

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>

- | | | |
|------|--|---------------------------------|
| (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

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

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

**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)**

This Interconnection Agreement for Small Generator Facility (“Agreement”) is made and entered into this 17th day of March, 2022, by and between Pilot Rock Solar 2, LLC, a limited liability company organized and existing under the laws of the State of Oregon, (“Interconnection Customer”) and PacifiCorp, a Corporation, existing under the laws of the State of Oregon, (“Public Utility”). The Interconnection Customer and Public Utility may be referred to hereinafter singly as a “Party” or collectively as the “Parties.”

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Small Generator Facility, or to add generating capacity to an existing Small Generator Facility, consistent with the Application completed on July 17, 2017;

Whereas, the Interconnection Customer desires to interconnect the Small Generator Facility with Public Utility’s Transmission System and/or Distribution System (“T&D System”) in the State of Oregon; and

Whereas, the interconnection of the Small Generator Facility and the Public Utility’s T&D System is subject to the jurisdiction of the Public Utility Commission of Oregon (“Commission”) and governed by OPUC Rule OAR 860, Division 082 (the “Rule”).

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Scope

This Agreement establishes the standard terms and conditions under which the Small Generator Facility with a Nameplate Capacity of no more than 10 megawatts (“MW”) will interconnect to, and operate in Parallel with, the Public Utility’s T&D System. The Commission has approved standard terms and conditions governing this class of interconnection. Any additions, deletions or changes to the standard terms and conditions of interconnection approved by the Commission must be mutually agreed by the Parties or, if required by the Rule, any such changes must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the Rule. This Agreement shall be construed where possible to be consistent with the Rules; to the extent this Agreement conflicts with the Rule, the Rule shall take precedence.

1.2 No Agreement Regarding Power Purchase, Transmission, or Delivery

This Agreement does not constitute an agreement to purchase, transmit, or deliver any power or capacity from the interconnected Small Generating Facility nor does it constitute

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an electric service agreement.

1.3 Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the Public Utility and the Interconnection Customer or any other interconnected entity. If the provisions of this Agreement conflict with the provisions of any other Public Utility tariff, the Public Utility tariff shall control.

1.4 Responsibilities of the Parties

- 1.4.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws.
- 1.4.2 The Interconnection Customer will construct, own, operate, and maintain its Small Generator Facility in accordance with this Agreement, IEEE Standard 1547 (2003 ed), IEEE Standard 1547.1 (2005 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission.
- 1.4.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Parties' facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule and this Agreement and the attachments to this Agreement.

1.5 Parallel Operation and Maintenance Obligations

Once the Small Generator Facility has been authorized to commence Parallel Operation by execution of this Agreement and satisfaction of Article 2.1 of this Agreement, the Interconnection Customer will abide by all written provisions for operating and maintenance as required by this Agreement and any attachments to this Agreement as well as by the Rule and as detailed by the Public Utility in Form 7, title "Interconnection Equipment As-Built Specifications, Initial Settings and Operating Requirements".

1.6 Metering & Monitoring

The Interconnection Customer will be responsible for metering and monitoring as required by OAR 860-082-0070 and as may be detailed in any attachments to this Agreement.

1.7 Power Quality

The Interconnection Customer will design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection that meets the requirements set forth in IEEE 1547. The Public Utility may, in some

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circumstances, also require the Interconnection Customer to follow voltage or VAR schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Form 7 and completed by the Public Utility as required by the Rule. The Public Utility shall not impose additional requirements for voltage or reactive power support outside of what may be required to mitigate impacts caused by interconnection of the Small Generator Facility to the Public Utility's system.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer will test and inspect its Small Generator Facility and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in the Rule. The Interconnection will not be final and the Small Generator Facility shall not be authorized to operate in parallel with the Public Utility's T&D System until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied. The Interconnection Customer shall pay or reimburse the Public Utility for its costs to participate in the Witness Test. Operation of the Small Generator Facility requires an effective Interconnection Agreement; electricity sales require a Power Purchase Agreement.

To the extent that the Interconnection Customer decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that the Public Utility observe these tests. If the Public Utility agrees to send qualified personnel to observe any interim testing proposed by the Interconnection Customer, the Interconnection Customer shall pay or reimburse the Public Utility for its cost to participate in the interim testing. If the Interconnection Customer conducts interim testing and such testing is observed by the Public Utility and the results of such interim testing are deemed acceptable by the Public Utility (hereinafter a "Public Utility-approved interim test"), then the Interconnection Customer may request that such Public Utility-approved interim test be deleted from the final Witness Testing. If the Public Utility elects to repeat any Public Utility-approved interim test as part of the final Witness Test, the Public Utility will bare its own expenses associated with participation in the repeated Public Utility-approved interim test.

2.2 Right of Access:

As provided in OAR 860-082-0030(5), the Public Utility will have access to the Interconnection Customer's premises for any reasonable purpose in connection with the Interconnection Application or any Interconnection Agreement that is entered in to pursuant to the Rule or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.

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Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years or the life of the Power Purchase agreement, whichever is shorter or a period mutually agreed to by the Parties, unless terminated earlier by the default or voluntary termination by the Interconnection Customer or by action of the Commission.

3.3 Termination

No termination will become effective until the Parties have complied with all provisions of OAR 860-082-0080 and this Agreement that apply to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Public Utility twenty (20) Business Days written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.

3.3.3 The Commission may order termination of this Agreement.

3.3.4 Upon termination of this Agreement, the Small Generator Facility will be disconnected from the Public Utility's T&D System at the Interconnection Customer's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 The provisions of this Article 3.3 shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

The Public Utility or Interconnection Customer may temporarily disconnect the Small Generator Facility from the Public Utility's T&D System for so long as reasonably necessary, as provided in OAR 860-082-0075 of the Rule, in the event one or more of the following conditions or events occurs:

3.4.1 Under emergency conditions, the Public Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility without advance notice to the other Party. The Public Utility shall notify the Interconnection Customer promptly when it becomes aware

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of an emergency condition that may reasonably be expected to affect the Small Generator Facility operation. The Interconnection Customer will notify the Public Utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Public Utility's T&D System. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 For routine Maintenance, Parties will make reasonable efforts to provide five Business Days notice prior to interruption caused by routine maintenance or construction and repair to the Small Generator Facility or Public Utility's T&D system and shall use reasonable efforts to coordinate such interruption.
- 3.4.3 The Public Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice of forced outages of the T&D System. If prior notice is not given, the Public Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 For disruption or deterioration of service, where the Public Utility determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generator Facility could cause damage to the Public Utility's T&D System, the Public Utility may disconnect the Small Generator Facility. The Public Utility will provide the Interconnection Customer upon request all supporting documentation used to reach the decision to disconnect. The Public Utility may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the Public Utility's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the agreement apply.
- 3.4.5 If the Interconnection Customer makes any change to the Small Generating Facility, the Interconnection Equipment, the Interconnection Facilities, or to any other aspect of the interconnection, other than Minor Equipment Modifications, without prior written authorization of the Public Utility, the Public Utility will have the right to disconnect the Small Generator Facility until such time as the impact of the change has been studied by the Public Utility and any reasonable requirements or additional equipment or facilities required by the Public Utility to address any impacts from the changes have been implemented by the Parties and approved in

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writing by the Public Utility. The requirement to apply to the Public Utility for study and approve of modifications is governed by OAR 860-082-0005 (b).

3.5 Restoration of interconnection:

The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and Public Utility's T&D System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to Article 3.4.

Article 4. Cost Responsibility and Billing:

As provided in OAR 860-082-0035, the Interconnection Customer is responsible for the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Small Generator Facility to the Public Utility's T&D System.

4.1 Minor T&D System Modifications:

As provided in the Rule addressing Tier 2 review (OAR 860-082-0050) and in the Rule addressing Tier 3 review (OAR 860-082-0055), it may be necessary for the Parties to construct certain Minor Modifications in order to interconnect under Tier 2 or Tier 3 review. The Public Utility has itemize any required Minor Modifications in the attachments to this Agreement, including a good-faith estimate of the cost of such Minor Modifications and the time required to build and install such Minor Modifications. The Interconnection Customer agrees to pay the costs of such Minor Modifications.

4.2 Interconnection Facilities:

The Public Utility has identified under the review procedures of a Tier 2 review or under a Tier 4 Facilities Study, the Interconnection Facilities necessary to safely interconnect the Small Generator Facility with the Public Utility. The Public Utility has itemized the required Interconnection Facilities in the attachments to this Agreement, including a good-faith estimate of the cost of the facilities and the time required to build and install those facilities. The Interconnection Customer is responsible for the cost of the Interconnection Facilities.

4.3 Interconnection Equipment:

The Interconnection Customer is responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Interconnection Equipment.

4.4 System Upgrades:

The Public Utility will design, procure, construct, install, and own any System Upgrades. The actual cost of the System Upgrades, including overheads, will be directly assigned to the Interconnection Customer. An Interconnection Customer may be entitled to financial compensation from other Public Utility Interconnection Customers who, in the future, benefit from the System Upgrades paid for by the Interconnection Customer. Such compensation will be governed by separate rules promulgated by the Commission or by

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terms of a tariff filed and approved by the Commission. Such compensation will only be available to the extent provided for in the separate rules or tariff.

4.5 Adverse System Impact:

The Public Utility is responsible for identifying the possible Affected Systems and coordinating with those identified Affected Systems, to the extent reasonably practicable, to allow the Affected System owner an opportunity to identify Adverse System Impacts on its Affected System, and to identify what mitigation activities or upgrades may be required on the Public Utility's system or on the Affected System to address impacts on Affected Systems and accommodate a Small Generator Facility. Such coordination with Affected System owners shall include inviting Affected System owners to scoping meetings between the Public Utility and the Interconnection Customer and providing the Affected System owner with study results and other information reasonably required and requested by the Affected System owner to allow the Affected System owner to assess impacts to its system and determine required mitigation, if any, for such impacts. The Parties acknowledge that the Public Utility cannot compel the participation of the Affected System owner and that the Public Utility is not itself responsible for identifying impacts or mitigation associated with an Affected System. The actual cost of any actions taken to address the Adverse System Impacts, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer may be entitled to financial compensation from other Public Utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Interconnection Customer, to the extent allowed or required by the Commission. Such compensation will only be available to the extent provided for in the separate rules, Commission order or tariff. If the Parties have actual knowledge of an Adverse System Impact on an Affected System, the Interconnection Customer shall not interconnect and operate its Small Generator Facility in parallel with the Public Utility's system, and the Public Utility shall not authorize or allow the continued interconnection or parallel operation of the Small Generator Facility, unless and until such Adverse System Impact has been addressed to the reasonable satisfaction of the Affected System owner.

4.6 Deposit and Billings:

The Interconnection Customer agrees to pay to the Public Utility a deposit toward the cost to construct and install any required Interconnection Facilities and/or System Upgrades. The amount of the deposit shall be (select one of the following):

The Parties have not agreed to a schedule of progress payments and the Interconnection Customer shall pay a deposit equal to 100 percent of the estimated cost of the Interconnection Facilities and System Upgrades – the amount of the deposit shall be \$287,000; or

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The Parties have agreed to progress payments and final payment under the schedule of payments attached to this Agreement; the Interconnection Customer shall pay a deposit equal to the lesser of (a) 25 percent of the estimated cost of the Interconnection Facilities and System Upgrades, or (b) \$10,000 – the amount of the deposit shall be \$10,000.

If the actual costs of Interconnection Facilities and/or System Upgrades are different than the deposit amounts and/or progress and final payments provided for above, then the Interconnection Customer shall pay the Public Utility any balance owing or the Public Utility shall refund any excess deposit or progress payment within 20 days of the date actual costs are determined

Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

5.1 Assignment

The Interconnection Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice. Except as provided in Articles 5.1.1 and 5.1.2, said assignment shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

5.1.1 Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), 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 Agreement;

5.1.2 The Interconnection Customer shall have the right to assign the Agreement, without the consent of the Public Utility, for collateral security purposes to aid in providing financing for the Small Generator Facility. For Small Generator systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.

5.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the assigning Interconnection Customer.

5.2 Limitation of Liability and Consequential Damages

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of

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this Agreement entered into pursuant to the Rule except as provided for in ORS 757.300(4)(c). Neither Party will seek redress from the other Party in an amount greater than the amount of direct damage actually incurred.

5.3 Indemnity

- 5.3.1 Liability under this Article 5.3 is exempt from the general limitations on liability found in Article 5.2.
- 5.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 5.3.3 If an indemnified person is entitled to indemnification under this Article 5.3 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article 5.3, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article 5.3, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 5.3 may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 5.3.6 The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the

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indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.

- 5.3.7 The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

5.4 Consequential Damages

Neither Party shall be liable to the other Party, under any provision of this Agreement, for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

5.5 Force Majeure

- 5.5.1 As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.”
- 5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall

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promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event. Until the Force Majeure Event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by the Rule that the Rule does not permit the Parties to mutually waive.

5.6 Default

- 5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a breach, the non-breaching Party shall give written notice of such breach to the breaching Party. Except as provided in Article 5.6.2, the breaching Party shall have sixty (60) Calendar Days from receipt of the breach notice within which to cure such breach; provided however, if such breach is not capable of cure within 60 Calendar Days, the breaching Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six months from receipt of the breach notice; and, if cured within such time, the breach specified in such notice shall cease to exist.
- 5.6.2 If a breach is not cured as provided for in this Article 5.6, or if a breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternatively, the non-breaching Party shall have the right to seek dispute resolution with the Commission in lieu of default. The provisions of this Article 5.6 will survive termination of the Agreement.

Article 6. Insurance

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- 6.1** Pursuant to the Rule adopted by the Commission, the Public Utility may not require the Interconnection Customer to maintain general liability insurance in relation to the interconnection of a Small Generator Facility with an Electric Nameplate Capacity of 200 KW or less. With regard to the interconnection of a Small Generator Facility with an Electric Nameplate Capacity equal to or less than 10 MW but in excess of 200 KW, the Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement general liability insurance sufficient to protect any person (including the Public Utility) who may be affected by the Interconnection Customer's Small Generation Facility and its operation and such insurance shall be sufficient to satisfy the Interconnection Customer's indemnification responsibilities under Article 5.3 of this Agreement.
- 6.2** Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Interconnection Customer shall provide the Public Utility with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 6.3** All insurance required by this Article 6 shall name the Public Utility, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition. The Interconnection Customer's insurance shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. The insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 6.4** 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 Agreement.
- 6.5** The requirements contained herein as to insurance are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

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Article 7. Dispute Resolution

Parties will adhere to the dispute resolution provisions in OAR 860-082-0080.

Article 8. Miscellaneous

8.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

8.2 Amendment

The Parties may mutually agree to amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of the Rule and applicable Commission Orders and provisions of the laws if the State of Oregon.

8.3 No Third-Party Beneficiaries

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

8.4 Waiver

8.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

8.4.2 The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule.

8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

8.5 Entire Agreement

This Agreement, including any supplementary Form attachments that may be necessary, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part

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of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

8.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

8.7 No Partnership

This Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

8.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.

8.9 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in this Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.

8.9.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

8.9.2 The obligations under this Article 8.9 will not be limited in any way by any limitation of subcontractor's insurance.

8.10 Reservation of Rights

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Either Party will have the right to make a unilateral filing with the Commission to modify this Agreement. This reservation of rights provision will include but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under tariff rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

9.2 Records

The Public Utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by OAR 860-082-0065. The Public Utility will provide a copy of these records to the Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

Interconnection Customer: Pilot Rock Solar 2, LLC
Attention: Daniel Hale
Address: 153 Lowell Ave
City: Glendora_____ State: CA_____ Zip: 91741_____
Phone: 310-975-4732 Fax: 323-782-0760 E-mail: daniel@sunthurstenergy.com

If to Public Utility:

Public Utility: PacifiCorp Transmission Services
Attention: Central Cashier Office
Address: 825 N.E. Multnomah Street, Suite 550
City: Portland State: OR Zip: 97232
Phone: (Insert Number Here) Fax: (Insert Number Here)

9.3 Billing and Payment

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)



**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)**

If to the Interconnection Customer

Interconnection Customer: Pilot Rock Solar 2, LLC
Attention: Daniel Hale
Address: 153 Lowell Ave
City: Glendora _____ State: CA _____ Zip: 91741 _____
Phone: 310-975-4732 Fax: 323-782-0760 E-mail: daniel@sunthurstenergy.com

If to Public Utility

Public Utility: PacifiCorp Transmission
Attention: Central Cashiers Office
Address: P.O. Box 2757
City: Portland State: OR Zip: 97208-2757

9.4 Designated Operating Representative

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party’s facilities (complete if different than article 9.2 above)

Interconnection Customer: Pilot Rock Solar 2, LLC
Attention: Daniel Hale
Address: 153 Lowell Ave
City: Glendora _____ State: CA _____ Zip: 91741 _____
Phone: 310-975-4732 Fax: 323-782-0760 E-mail: daniel@sunthurstenergy.com

Phone: _____ Fax: _____ E-Mail _____

Public Utility’s Operating Representative: PacifiCorp

Attention: Grid Operations
Address: 9915 S.E. Ankeny Street
City: Portland State: OR Zip: 97216
Phone: (Insert Number Here) Fax: (Insert Number Here)

9.5 Changes to the Notice Information



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Either Party may change this notice information by giving five Business Days written notice prior to the effective date of the change.

Article 10. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For Public Utility:

Name: **Rick Vail** Digitally signed by Rick Vail
Date: 2022.03.17 07:38:49 -07'00'
Rick Vail
Title: VP, Transmission
Date: 03/17/2022

For the Interconnection Customer:

Name: D Hale
Title: Manager
Date: 3/15/2022

**Interconnection Agreement for Small Generator Facility
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Attachment 1

**Description of Interconnection Facilities
And Metering Equipment Operated or Maintained by the Public Utility**

Small Generating Facility: Consists of forty-nine (49) Sungrow SG60KU-M inverters for a total requested output of 2.99 MW. The inverters are connected to a single 3 MVA (Z=5.75%) 480 V – 12.5 kV transformer. On the high side of the transformer is a 200 kVA grounding transformer (Z=7%). See Attachment 2.

Interconnection Customer Interconnection Facilities: Consists of a relay controlled recloser installed for higher priority Interconnection Request Q0666. See Attachment 2.

Public Utility's Interconnection Facilities: Consists of two sets of meters, one previously installed for higher priority Interconnection Request Q0666 and one for the Interconnection Customer's Small Generating Facility. Public Utility will also own generation metering (and disconnect switches on both the Small Generating Facilities. See Attachment 2.

Estimated Cost of Public Utility's Interconnection Facilities: Estimated cost of Public Utility's Interconnection Facilities directly assigned to Interconnection Customer: \$92,000.

Estimated Annual Operation and Maintenance Cost of Public Utility's Interconnection Facilities: \$1,000. Interconnection Customer shall be responsible for Public Utility's actual cost for maintenance of the Public Utility's Interconnection Facilities.

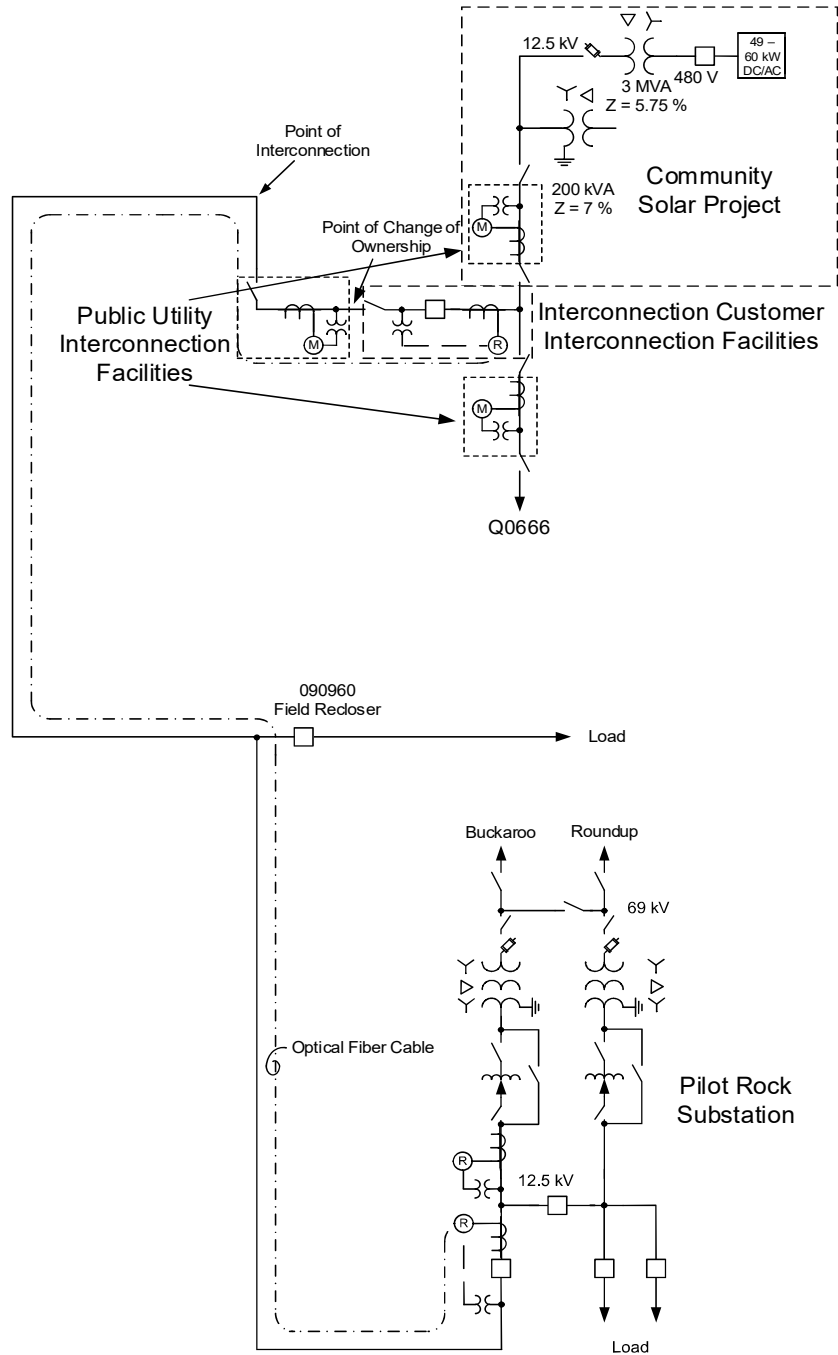
Point of Interconnection: The point where the Public Utility's Interconnection Facilities connect to the Public Utility's 12.5 kV distribution circuit 5W406 out of Pilot Rock substation. See Attachment 2.

Point of Change of Ownership: The point where the Interconnection Customer's Interconnection Facilities connect to the Public Utility's Interconnection Facilities. See Attachment 2.

**Interconnection Agreement for Small Generator Facility
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(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 2

One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades





**Interconnection Agreement for Small Generator Facility
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(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 3

Milestones

Estimated In-Service Date: December 31, 2022

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	<u>Interconnection Customer</u>
<u>Retail Service Request Established</u> <u>March 18, 2022</u>	<u>Interconnection Customer</u>
<u>Shared Facilities Agreement provided</u> March 18, 2022	<u>Interconnection Customer</u>
<u>*Initial design information provided</u> March 18, 2022	<u>Interconnection Customer</u>
<u>**BPA Agreement Executed</u> <u>April 1, 2022</u>	<u>Interconnection Customer</u>
<u>Commence engineering and procurement</u> April 4, 2022	<u>Public Utility</u>
<u>Property/Permits/RoW procured</u> May 6, 2022	<u>Interconnection Customer</u>
<u>*Final design information provided</u> June 10, 2022	<u>Interconnection Customer</u>
<u>Property/Permits/RoW procured</u> July 1, 2022	<u>Public Utility</u>
<u>Engineering design complete</u> September 9, 2022	<u>Public Utility</u>
<u>Commence construction</u>	<u>Public Utility</u>



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October 17, 2022

Provide maintenance plan
November 4, 2022

Interconnection Customer

Construction complete
December 16, 2022

Both Parties

**BPA Requirements Complete
December 16, 2022

Interconnection Customer

Commissioning complete
December 28, 2022

Public Utility

Backfeed
December 29, 2022

Interconnection Customer

Initial synchronization and generator testing
December 30, 2022

Interconnection Customer

Commercial Operations
December 31, 2022

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



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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 checked="" type="checkbox"/>
<u>Funds due no later than</u> March 15, 2022 (or when Interconnection Agreement is executed)	<u>Levelized Option</u>	<u>Stepped Option</u>
May 6, 2022	\$10,000	\$10,000
August 5, 2022	\$138,500	\$91,000
	\$138,500	\$186,000

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Attachment 4

**Additional Operating Requirements for the Public Utility's
Transmission System and/or Distribution System and Affected Systems Needed to Support the
Interconnection Customer's Needs**

The interconnection of the Small Generator Facility is subject to the rules contained within OAR 860 division 82. The interconnection of the Small Generator Facility to the Public Utility's Distribution System shall be subject to, and the Interconnection Customer shall operate the Small Generating Facility in accordance with, the Public Utility's policies governing interconnection of generation facilities to the distribution system entitled "Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)" which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. The interconnection of the Small Generator Facility to the Public Utility's Transmission System shall be subject to, and the Interconnection Customer shall operate the Small Generating Facility in accordance with, the Public Utility's policies governing interconnection of generation facilities to the transmission system entitled "Facility Connection (Interconnection) Requirements for Transmission Systems (46 kV and above)" which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. In the event of a conflict between any aspect of this Attachment 4 (including without limitation the Public Utility's policies governing interconnection of generation facilities to the distribution system or the transmission system) and the rules contained in OAR 860, division 82, the rules shall prevail.

Parallel Operation. Interconnection Customer may operate the Generating Facility in parallel with the Public Utility's Transmission System or Distribution System (collectively the "T&D System"), but subject at all times to any operating instructions that the Public Utility's dispatch operators may issue and in accordance with all the provisions of this Interconnection Agreement and Good Utility Practice, and any other conditions imposed by the Public Utility in its sole discretion.

Generating Facility Operation Shall Not Adversely Affect the Public Utility's T&D System.

Interconnection Customer shall operate the Generating Facility in such a manner as not to adversely affect the Public Utility's T&D System or any other element of the Public Utility's electrical system.

Interconnection Customer's Generating Facility shall deliver not more than the Design Capacity of 2.99 MW. Except as otherwise required by this Interconnection Agreement, Interconnection Customer shall operate the Generating Facility in a manner compatible with the Public Utility's applicable voltage level and fluctuating voltage guidelines, entitled Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below), as it may be amended or superseded from time to time in the Public Utility's reasonable discretion, at the Point of Interconnection during all times that the Generating Facility is connected and operating in parallel with the Public Utility's T&D System. In its sole discretion, the Public Utility may specify rates of change in Interconnection Customer's deliveries to the Public Utility's T&D System during any start-up of the Generating Facility, during reconnection to the

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Public Utility's T&D System, and during normal operations to assure that such rates of change are compatible with the operation of the Public Utility's voltage regulation equipment.

Maximum Authorized Power Flow. The Generating Facility shall not be operated in a manner that results in the flow of electric power onto the Public Utility's T&D System during any fifteen (15) minute interval at levels in excess of 3 MVA from the Generating Facility. If this provision is violated, the Public Utility may terminate this Interconnection Agreement or lock the Interconnection Customer Disconnect Switch in the open position until such time as: (a) the Public Utility has studied the impact of additional generation on the T&D System (at Interconnection Customer's cost and pursuant to a new study agreement between the Public Utility and Interconnection Customer) and the interconnection has been upgraded (at Interconnection Customer's cost and pursuant to a new or amended Facilities Construction Agreement and a new or amended Interconnection Agreement if deemed necessary by the Public Utility) in any manner necessary to accommodate the additional generation; or (b) the Interconnection Customer has modified the Generating Facility or Interconnection Customer's Interconnection Facilities in such manner as to insure to the Public Utility's satisfaction that the Generating Facility will no longer cause electric power to flow onto the Public Utility's T&D System at a level in excess of 3 MVA.

Islanding. If at any time during the term of this Interconnection Agreement the interconnection of the Generating Facility to the Public Utility's T&D System results in a risk of electrical islanding, or actual occurrences of electrical islanding, which the Public Utility reasonably concludes are incompatible with Good Utility Practice, the Parties shall (as necessary) study the issue and implement a solution that will eliminate or mitigate the risk of electrical islanding to a level deemed acceptable by the Public Utility. All costs associated with addressing any electrical islanding problems as required by this paragraph shall be paid by the Interconnection Customer, including without limitation any study costs, engineering costs, design costs, or costs to procure, install, operate and/or maintain required interconnection facilities or protective devices.

Voltage Regulation. The Interconnection Customer agrees to operate at a $\pm 95\%$ leading or lagging power factor. Prior to installation, Interconnection Customer shall provide the Public Utility with written notice of the device and/or operational constraints selected to satisfy this requirement and shall obtain the Public Utility's written approval of such device and/or operational constraints, which approval shall not be unreasonably withheld. In the event Interconnection Customer fails to operate the Generating Facility within the voltage regulation constraints of this requirement, the Public Utility may disconnect the Generating Facility.

Modification of Nominal Operating Voltage Level. By providing Interconnection Customer with a one hundred and eighty (180) day notice, the Public Utility may at its sole discretion change the Public Utility's nominal operating voltage level at the Point of Interconnection. In the event of such change in voltage level Interconnection Customer shall, at Interconnection Customer's sole expense, modify Interconnection Customer's Interconnection Facilities as necessary to accommodate the modified nominal operating voltage level. Interconnection Customer has been informed that initial use of a dual voltage

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Interconnection Customer may ameliorate the cost of accommodating a change in nominal operating voltage level.

Equipment Failure. Interconnection Customer acknowledges that it is responsible for repair or replacement of Interconnection Customer's primary transformer and for any and all other components of the Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer is aware that it's inability to timely repair or replace its transformer or any other component of the Generating Facility or Interconnection Customer's Interconnection Facility could result in Interconnection Customer's inability to comply with its responsibilities under this Interconnection Agreement and could lead to disconnection of the Generating Facility from the Public Utility's T&D System and/or termination of this Interconnection Agreement pursuant to the terms of this Interconnection Agreement. Interconnection Customer acknowledges that the risk of this result is born solely by Interconnection Customer and may be substantially ameliorated by Interconnection Customer's elective maintenance of adequate reserve or spare components including but not limited to the Interconnection Customer's primary transformer.

Operation and Maintenance of Facilities Not Owned by the Public Utility. Interconnection Customer shall maintain, test, repair, keep accounts current on, or provide for the proper operation of any and all interconnection facilities, including but not limited to telemetry and communication equipment, not owned by the Public Utility.

Metering and Telemetry Communications Equipment. Notwithstanding any language of OAR 860-082-0070, Public Utility shall not require Interconnection Customer to install a redundant or back-up meter or other telemetry communications equipment. However, Public Utility reserves the right to request that the Oregon Public Utility Commission authorize Public Utility to require Interconnection Customer to be responsible for all reasonable costs associated with redundant metering and communications equipment installed at the Small Generating Facility, upon a determination by Public Utility that such equipment is necessary to maintain compliance with the mandatory reliability standards enforced by the North American Electric Reliability Corporation and the Western Electricity Coordinating Council.

Property Requirements. Interconnection Customer is required to obtain for the benefit of Public Utility at Interconnection Customer's sole cost and expense all real property rights, including but not limited to fee ownership, easements and/or rights of way, as applicable, for Public Utility owned Facilities using Public Utility's standard forms. Public Utility shall not be obligated to accept any such real property right that does not, at Public Utility's sole discretion, confer sufficient rights to access, operate, construct, modify, maintain, place and remove Public Utility owned facilities or is otherwise not conveyed using Public Utility's standard forms. Further, all real property on which Public Utility's Facilities are to be located must be environmentally, physically and operationally acceptable to the Public Utility at its sole discretion. Interconnection Customer is responsible for obtaining all permits required by all relevant jurisdictions for the project, including but not limited to, conditional use permits and construction permits; provided however, Public Utility shall obtain, at Interconnection Customer's cost and schedule risk, the permits necessary to construct Public Utility's Facilities that are to be located on real property currently owned or

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held in fee or right by Public Utility. Except as expressly waived in writing by an authorized officer of Public Utility, all of the foregoing permits and real property rights (conferring rights on real property that is environmentally, physically and operationally acceptable to Public Utility) shall be acquired as provided herein as a condition to Public Utility's contractual obligation to construct or take possession of facilities to be owned by the Public Utility under this Agreement. Public Utility shall have no liability for any project delays or cost overruns caused by delays in acquiring any of the foregoing permits and/or real property rights, whether such delay results from the failure to obtain such permits or rights or the failure of such permits or rights to meet the requirements set forth herein. Further, any completion dates, if any, set forth herein with regard to Public Utility's obligations shall be equitably extended based on the length and impact of any such delays.

Relay and Control Settings. Interconnection Customer must allow the Public Utility to hold all Level 2 relay passwords for any control and/or protective device within their control at the Point of Interconnection and/or Small Generating Facility which directly impacts the Public Utility's distribution and/or transmission systems. Level 2 passwords are those which allow actual modifications to control and/or relay settings. This will ensure the Public Utility is aware of and approves any changes being made by the Interconnection Customer. Furthermore; this will ensure there are no negative impacts to the Public Utility's distribution system, transmission system, or existing customer base. Should the Interconnection Customer require modification to the settings associated with control/protective devices connected to the distribution and/or transmission system they will contact the Public Utility and provide in writing the justification and/or need for the proposed modifications. This will allow the Public Utility time to analyze and ensure there are no negative impacts to the associated connected systems and customers. Any modifications of control and/or relay settings without review and acknowledgement of acceptance by Public Utility will be considered a breach of interconnect agreement and could lead to permanent disconnection from the Public Utility's system. Public Utility will respond reasonably promptly to Interconnection Customer's requests for changes to the settings on the protective relay in Public Utility's exclusive control.

Qualifying Facility status: The Interconnection Customer covenants that it is, and shall remain throughout the Term of the Agreement, a "Qualifying Facility," as that term is used and defined in 18 C.F.R. Part 292 (2019), and that it shall sell its entire output to Public Utility under terms of a Qualified Facility Power Purchase Agreement. Therefore this Small Generator Facility is considered a Qualifying Facility.

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Attachment 5

Public Utility' s Description of its Upgrades and Best Estimate of Upgrade Costs

Distribution Upgrades: Install regulators on circuit 5W406.
Estimated cost is \$180,000.

System Upgrades: The following locations will require the System Upgrades described below:

- Regulator setting updates at Pilot Rock substation
- Update databases at control centers
 - Total estimated cost: \$16,000

Contingent Facilities. As identified in the Facilities Study for this project dated June 2, 2020 the following upgrades are required to be in-service prior to this project:

All interconnection facilities and system upgrades required for higher priority Interconnection Request Q0666 are Contingent Facilities for the Interconnection Customer's Interconnection Request including the following:

- Extension of approximately two spans of distribution line.
- Installation of approximately 0.9 miles of fiber optic cable.
- Installation of protective, communications and metering equipment in the Public Utility's Pilot Rock substation.
- Installation of standard Public Utility distribution interconnection package consisting of a metering equipment and switch.
- Installation of an Interconnection Customer owned recloser and relay package.

If the schedule for completion of these upgrades changes or the Interconnection Customer requires an in-service date prior to the completion of these upgrades, the Public Utility reserves the right to restudy this project to determine any additional requirements to assign to this project necessary to facilitate interconnection of this project by the date required.

**Interconnection Agreement for Small Generator Facility
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Attachment 6

Scope of Work

Shared Q0666-Q1045 Small Generator Facility Requirements

The following outlines the design, procurement, construction, installation, and ownership of equipment at the Interconnection Customer's Small Generation Facility.

INTERCONNECTION CUSTOMER TO BE RESPONSIBLE FOR

- Procure all necessary permits, lands, rights of way and easements required for the construction and continued maintenance of the Q1045 Small Generator Facility and collector substation.
- Design, procure, construct, own and maintain the Interconnection Customer's Small Generator Facility and associated collector substation.
- Execute any necessary agreements (e.g. shared facilities agreement) to allow the Interconnection Customer to utilize the interconnection facilities constructed and owned by the Interconnection Customer with the rights to the Interconnection Request studied under queue position Q0666. Provide this demonstration to the Public Utility prior to the commencement of design activities.
- Design the Small Generating Facility with reactive power capabilities necessary to operate within the full power factor range of 0.95 leading to 0.95 lagging as measured at the Point of Interconnection. The reactive compensation must be designed such that the discreet switching of all reactive devices (if required by the Interconnection Customer) does not cause step voltage changes greater than +/-3% on the Public Utility's system.
- Operate the Small Generating Facility under constant power factor mode with a unity power factor setting unless specifically requested otherwise by the Public Utility. The Small Generating Facility is expressly forbidden from actively participating in voltage regulation of the Public Utilities system without written request or authorization from the Public Utility.
- Operate the Small Generating Facility so minimum power quality requirements in PacifiCorp's Engineering Handbook section 1C are met, the standards are available at <https://www.pacificpower.net/about/power-quality-standards.html>. Requirements specified in the System Impact Study that exceed requirements in the Engineering Handbook section 1C power quality standards shall apply.
- As per NERC standard VAR-001-1, the Public Utility is required to specify voltage or reactive power schedule at the Point of interconnection. Under normal conditions, the Public Utility's system should not supply reactive power to the Small Generating Facility.

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- Install a transformer that will hold the phase to neutral voltages within limits when the Small Generator Facility is isolated with the Public Utility's local system until the generation disconnects such as a wye-delta grounding transformer. Please note that the transformer thus far proposed by the Interconnection Customer is not acceptable to the Public Utility.
- Input the updated settings provided by the Public Utility into the Q0666 recloser relay.
- Provide the Public Utility the necessary easement to allow the Public Utility to install an enclosure for its equipment.
- Provide permanent AC power to the Transmission Provider's enclosure.
- Design, procure and install conduit and Public Utility provided control cabling and hard wire all Q0666 and Q1045 source devices to the Public Utility's remote terminal unit ("RTU"). Provide sufficient control cable for the Public Utility to terminate inside the Public Utility enclosure.
- Interconnection Customer shall provide the following data points:

Analogs:

- Net Generation real power MW
- Net Generator reactive power MVAR
- Energy Register KWH
- Q0666 real power MW
- Q0666 reactive power MVAR
- Q0666 Energy Register KWH
- Q1045 real power MW
- Q1045 reactive power MVAR
- Q1045 Energy Register KWH
- A phase 12.5 kV voltage
- B phase 12.5 kV voltage
- C phase 12.5 kV voltage
- Global Horizontal Irradiance (GHI)
- Average Plant Atmospheric Pressure (Bar)
- Average Plant Temperature (Celsius)

Status:

- 12 kV Circuit Recloser
- Max Gen MW
- Max Gen MW FB
- Arrange for and provide permanent retail service for power that will flow from the Public Utility's system when the Q0666 and Q1045 Small Generator Facilities are not generating. This arrangement must be in place prior to approval for backfeed.
- Provide any construction or backup retail service necessary for the Project.

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- Provide the Public Utility a Professional Engineer (“PE”) approved maintenance plan for all Interconnection Customer interconnection facilities prior to commencement of generation activities.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Develop and provide updated settings for the Q0666 recloser relay to account for the addition of the Q1045 Small Generator Facility. Observe and provide acceptance of the update.
- Procure and install, at the Public Utility’s expense, a weather proof enclosure on the site prepared by the Interconnection Customer.
- Provide the Interconnection Customer control cable in sufficient quantity to allow the Interconnection Customer to tie its source devices to the Public Utility’s enclosure communications equipment.
- Terminate the control cable running from the Interconnection Customer source devices in the enclosure.
- Design, procure and install within a NEMA enclosure mounted on a pole, two sets of revenue metering equipment to separate the Q0666 and Q1045 Small Generator Facilities including a metering panel, instrument transformers, primary and secondary revenue quality meters, test switches, junction boxes and secondary metering wire.
- Establish an Ethernet connection for retail sales and generation accounting via the MV-90 translation system. If Ethernet is unavailable, install a cell phone package.

Other Requirements

The following outlines the design, procurement, construction, installation, and ownership of equipment beyond the Point of Interconnection.

INTERCONNECTION CUSTOMER TO BE RESPONSIBLE FOR

- Bonneville Power Administration (“BPA”)
 - Execute any necessary agreements with BPA to allow BPA to modify relay settings at BPA’s Roundup substation required in order to mitigate system outage condition risks to the Public Utility’s system.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Distribution Circuit
 - Procure and install one three phase bank of 219 amp 7.2 kV voltage regulators on the McKay branch.



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- Procure and install one three phase bank of 100 amp 7.2 kV voltage regulators on the circuit branch west of the interconnection tap.
- Pilot Rock Substation
 - Modify the settings of the R-816 substation voltage regulator.

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 16th day of August, 2022, by and between PacifiCorp, an Oregon corporation (the “Public Utility”) and Pilot Rock Solar 2, LLC, 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;

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

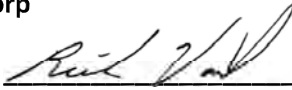
WHEREAS, Article 8.2 of the Interconnection Agreement states that the Parties may mutually agree to amend this Interconnection Agreement by a written instrument duly executed by both parties;

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 attachments will substitute in their entirety the same attachments in the Interconnection Agreement:
 - Attachment 3
 - Attachment 6
- 2.0 Service under the Interconnection Agreement with the amended attachments will commence only upon execution by both Parties.
- 3.0 The Interconnection Agreement, with the attached substitute attachments 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.

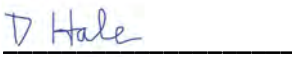
PacifiCorp

By: 

Title: VP, Transmission

Date: 08/16/2022

Pilot Rock Solar 2, LLC

By: 

Title: Manager

Date: 8/12/2022



**Interconnection Agreement for Small Generator Facility
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(Small Generator Facilities with Electric Nameplate Capacities of 10MW or less)**

Attachment 3

Milestones

Estimated In-Service Date: May 25, 2023

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	<u>Interconnection Customer</u>
<u>Retail Service Request Established</u> <u>March 18, 2022</u>	<u>Interconnection Customer</u>
<u>Shared Facilities Agreement provided</u> March 18, 2022	<u>Interconnection Customer</u>
<u>*Initial design information provided</u> March 18, 2022	<u>Interconnection Customer</u>
<u>**BPA Agreement Executed</u> <u>April 1, 2022</u>	<u>Interconnection Customer</u>
<u>Commence engineering and procurement</u> April 4, 2022	<u>Public Utility</u>
<u>Property/Permits/RoW procured</u> September 23, 2022	<u>Interconnection Customer</u>
<u>*Final design information provided</u> October 3, 2022	<u>Interconnection Customer</u>
<u>Property/Permits/RoW procured</u> October 28, 2022	<u>Public Utility</u>
<u>Engineering design complete</u> November 11, 2022	<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)**

February 6, 2023

Provide maintenance plan
April 7, 2023

Interconnection Customer

Construction complete
May 5, 2023

Both Parties

**BPA Requirements Complete
May 5, 2023

Interconnection Customer

Commissioning complete
May 19, 2023

Public Utility

Backfeed
May 22, 2023

Interconnection Customer

Initial synchronization and generator testing
May 24, 2023

Interconnection Customer

Commercial Operations
May 25, 2023

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:	<input type="checkbox"/>	<input type="checkbox"/>
<u>Funds due no later than</u>	<u>Levelized Option</u>	<u>Stepped Option</u>
March 15, 2022		
(or when Interconnection Agreement is executed)	\$10,000	\$10,000
December 1, 2022	\$138,500	\$91,000
March 1, 2023	\$138,500	\$186,000

**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 5

Public Utility' s Description of its Upgrades and Best Estimate of Upgrade Costs

Distribution Upgrades: Install regulators on circuit 5W406.
Estimated cost is \$180,000.

System Upgrades: The following locations will require the System Upgrades described below:

- Regulator setting updates at Pilot Rock substation
- Update databases at control centers
 - Total estimated cost: \$16,000

Contingent Facilities. As identified in the Facilities Study for this project dated June 2, 2020 the following upgrades are required to be in-service prior to this project:

All interconnection facilities and system upgrades required for higher priority Interconnection Request Q0666 are Contingent Facilities for the Interconnection Customer's Interconnection Request including the following:

- Extension of approximately two spans of distribution line.
- Installation of approximately 0.9 miles of fiber optic cable.
- Installation of protective, communications and metering equipment in the Public Utility's Pilot Rock substation.
- Installation of standard Public Utility distribution interconnection package consisting of a metering equipment and switch.
- Installation of an Interconnection Customer owned recloser and relay package.

If the schedule for completion of these upgrades changes or the Interconnection Customer requires an in-service date prior to the completion of these upgrades, the Public Utility reserves the right to restudy this project to determine any additional requirements to assign to this project necessary to facilitate interconnection of this project by the date required.

**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 6

Scope of Work

Shared Q0666-Q1045 Small Generator Facility Requirements

The following outlines the design, procurement, construction, installation, and ownership of equipment at the Interconnection Customer's Small Generation Facility.

INTERCONNECTION CUSTOMER TO BE RESPONSIBLE FOR

- Procure all necessary permits, lands, rights of way and easements required for the construction and continued maintenance of the Q1045 Small Generator Facility and collector substation.
- Design, procure, construct, own and maintain the Interconnection Customer's Small Generator Facility and associated collector substation.
- Execute any necessary agreements (e.g. shared facilities agreement) to allow the Interconnection Customer to utilize the interconnection facilities constructed and owned by the Interconnection Customer with the rights to the Interconnection Request studied under queue position Q0666. Provide this demonstration to the Public Utility prior to the commencement of design activities.
- Design the Small Generating Facility with reactive power capabilities necessary to operate within the full power factor range of 0.95 leading to 0.95 lagging as measured at the Point of Interconnection. The reactive compensation must be designed such that the discreet switching of all reactive devices (if required by the Interconnection Customer) does not cause step voltage changes greater than +/-3% on the Public Utility's system.
- Operate the Small Generating Facility under constant power factor mode with a unity power factor setting unless specifically requested otherwise by the Public Utility. The Small Generating Facility is expressly forbidden from actively participating in voltage regulation of the Public Utilities system without written request or authorization from the Public Utility.
- Operate the Small Generating Facility so minimum power quality requirements in PacifiCorp's Engineering Handbook section 1C are met, the standards are available at <https://www.pacificpower.net/about/power-quality-standards.html>. Requirements specified in the System Impact Study that exceed requirements in the Engineering Handbook section 1C power quality standards shall apply.
- As per NERC standard VAR-001-1, the Public Utility is required to specify voltage or reactive power schedule at the Point of interconnection. Under normal conditions, the Public Utility's system should not supply reactive power to the Small Generating Facility.

**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)**

- Install a transformer that will hold the phase to neutral voltages within limits when the Small Generator Facility is isolated with the Public Utility's local system until the generation disconnects such as a wye-delta grounding transformer. Please note that the transformer thus far proposed by the Interconnection Customer is not acceptable to the Public Utility.
- Input the updated settings provided by the Public Utility into the Q0666 recloser relay.
- Provide the Public Utility the necessary easement to allow the Public Utility to install an enclosure for its equipment.
- Provide permanent AC power to the Public Utility's enclosure.
- Arrange for and provide permanent retail service for power that will flow from the Public Utility's system when the Q0666 and Q1045 Small Generator Facilities are not generating. This arrangement must be in place prior to approval for backfeed.
- Provide any construction or backup retail service necessary for the Project.
- Provide the Public Utility a Professional Engineer ("PE") approved maintenance plan for all Interconnection Customer interconnection facilities prior to commencement of generation activities.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Develop and provide updated settings for the Q0666 recloser relay to account for the addition of the Q1045 Small Generator Facility. Observe and provide acceptance of the update.
- Design, procure and install within a NEMA enclosure mounted on a pole, two sets of revenue metering equipment to separate the Q0666 and Q1045 Small Generator Facilities including a metering panel, instrument transformers, primary and secondary revenue quality meters, test switches, junction boxes and secondary metering wire.
- Establish an Ethernet connection for retail sales and generation accounting via the MV-90 translation system. If Ethernet is unavailable, install a cell phone package.
- Procure and install, at the Public Utility's expense, communications equipment required to facilitate the acquisition of standard SCADA points to be communicated to the Public Utility's System Operations Centers:

Other Requirements

The following outlines the design, procurement, construction, installation, and ownership of equipment beyond the Point of Interconnection.

INTERCONNECTION CUSTOMER TO BE RESPONSIBLE FOR

**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)**

- Bonneville Power Administration (“BPA”)
 - Execute any necessary agreements with BPA to allow BPA to modify relay settings at BPA’s Roundup substation required in order to mitigate system outage condition risks to the Public Utility’s system.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Distribution Circuit
 - Procure and install one three phase bank of 219 amp 7.2 kV voltage regulators on the McKay branch.
 - Procure and install one three phase bank of 100 amp 7.2 kV voltage regulators on the circuit branch west of the interconnection tap.
- Pilot Rock Substation
 - Modify the settings of the R-816 substation voltage regulator.

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
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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> March 15, 2022 (or when Interconnection Agreement is executed)	<u>Levelized Option</u>	<u>Stepped Option</u>
January 2, 2024	\$10,000 - paid	\$10,000 - paid
July 2, 2024	\$138,500	\$91,000
	\$138,500	\$186,000



Interconnection Agreement for a Community Solar Project

This Interconnection Agreement for a Community Solar Project (“Agreement”) is made and entered into this 28th day of December, 2021, by and between Sunthurst Energy LLC (OCS024), a limited liability company organized and existing under the laws of the State of Oregon, (“Interconnection Customer” or “Applicant”) and PacifiCorp, a corporation, existing under the laws of the State of Oregon, (“Public Utility”). The Interconnection Customer and Public Utility may be referred to hereinafter singly as a “Party” or collectively as the “Parties.”

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Community Solar Project, consistent with the Application completed on April 29, 2020;

Whereas, the Interconnection Customer desires to interconnect the Community Solar Project with Public Utility’s Distribution System (“Distribution System”) in the State of Oregon; and

Whereas, the interconnection of the Community Solar Project and the Public Utility’s Distribution System is subject to the jurisdiction of the Public Utility Commission of Oregon (“Commission”) and are governed by OPUC Rule OAR 860, Division 088 (the “Rule”) and Public Utility’s Community Solar Interconnection Procedures (“CSP Interconnection Procedures”)

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Scope

This Agreement establishes the standard terms and conditions under which the Community Solar Project with a Nameplate Capacity of no more than 3 megawatts (“MW”) will interconnect to, and operate in Parallel with, the Public Utility’s Distribution System. The Commission has approved standard terms and conditions governing this class of interconnection. Any additions, deletions or changes to the standard terms and conditions of interconnection as mutually agreed to by the Parties must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the CSP Interconnection Procedures. This Agreement shall be construed where possible to be consistent with the Rule and the CSP Interconnection Procedures; to the extent this Agreement conflicts with the Rule or the CSP Interconnection Procedures, the Rule or CSP Interconnection Procedures shall take precedence.

1.2 Definitions

Unless defined in this Agreement, when used in this Agreement, with initial capitalization, the terms specified shall have the meanings given in CSP Interconnection Procedures.

1.3 No Agreement Regarding Power Purchase, Transmission, or Delivery

This Agreement does not constitute an agreement to purchase, transmit, or deliver any power



Interconnection Agreement for a Community Solar Project

or capacity from the interconnected Community Solar Project nor does it constitute an electric service agreement.

1.4 Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the Public Utility and the Interconnection Customer or any other interconnected entity. If the provisions of this Agreement conflict with the provisions of any other Public Utility tariff or the CSP Interconnection Procedures, the Public Utility tariff or CSP Interconnection Procedures, as applicable, shall control.

1.5 Responsibilities of the Parties

- 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws.
- 1.5.2 The Interconnection Customer will construct, own, operate, and maintain its Community Solar Project in accordance with this Agreement, IEEE Standard 1547 (2003 ed), IEEE Standard 1547.1 (2005 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission and this Agreement.
- 1.5.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Parties' facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule and this Agreement and the attachments to this Agreement.

1.6 Parallel Operation and Maintenance Obligations

Once the Community Solar Project has been authorized to commence Parallel Operation by execution of this Agreement and satisfaction of Article 2.1 of this Agreement, the Interconnection Customer will abide by all written provisions for operating and maintenance as required by this Agreement and any attachments to this Agreement as well as by the Rule and as detailed by the Public Utility in a certification form, "Operations Form", title "Interconnection Equipment As-Built Specifications, Initial Settings and Operating Requirements."

1.7 Metering & Monitoring

The Interconnection Customer will be responsible for metering and monitoring as required by the CSP Interconnection Procedures and as may be detailed in any attachments to this Agreement.

1.8 Power Quality

The Interconnection Customer will design its Community Solar Project to maintain a composite power delivery at continuous rated power output at the Point of Interconnection



Interconnection Agreement for a Community Solar Project

that meets the requirements set forth in IEEE 1547. The Public Utility may, in some circumstances, also require the Interconnection Customer to follow voltage or VAR schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Operations Form and completed by the Public Utility as required by the Rule. The Public Utility shall not impose additional requirements for voltage or reactive power support outside of what may be required to mitigate impacts caused by interconnection of the Community Solar Project to the Public Utility's system.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer will test and inspect its Community Solar Project and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in the Rule. The Interconnection will not be final and the Community Solar Project shall not be authorized to operate in parallel with the Public Utility's Distribution System until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied. The Interconnection Customer shall pay or reimburse the Public Utility for its costs to participate in the Witness Test. Operation of the Community Solar Project requires an effective Interconnection Agreement; electricity sales require a power purchase agreement.

To the extent that the Interconnection Customer decides to conduct interim testing of the Community Solar Project prior to the Witness Test, it may request that the Public Utility observe these tests. If the Public Utility agrees to send qualified personnel to observe any interim testing proposed by the Interconnection Customer, the Interconnection Customer shall pay or reimburse the Public Utility for its cost to participate in the interim testing. If the Interconnection Customer conducts interim testing and such testing is observed by the Public Utility and the results of such interim testing are deemed acceptable by the Public Utility (hereinafter a "Public Utility-approved interim test"), then the Interconnection Customer may request that such Public Utility-approved interim test be deleted from the final Witness Testing. If the Public Utility elects to repeat any Public Utility-approved interim test as part of the final Witness Test, the Public Utility will bare its own expenses associated with participation in the repeated Public Utility-approved interim test.

2.2 Right of Access:

As provided in the CSP Interconnection Procedures, the Public Utility will have access to the Interconnection Customer's premises for any reasonable purpose in connection with the Interconnection Application or any Interconnection Agreement that is entered in to pursuant to the Rule and CSP Interconnection Procedures or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.



Interconnection Agreement for a Community Solar Project

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years from the commercial operations date or the life of the power purchase agreement, whichever is shorter.

3.3 Termination

No termination will become effective until the Parties have complied with all provisions of the CSP Interconnection Procedures and this Agreement that apply to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Public Utility twenty (20) Business Days written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.

3.3.3 The Commission may order termination of this Agreement.

3.3.4 Upon termination of this Agreement, the Community Solar Project will be disconnected from the Public Utility's Distribution System at the Interconnection Customer's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this Article 3.3 shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

The Public Utility or Interconnection Customer may temporarily disconnect the Community Solar Project from the Public Utility's Distribution System for so long as reasonably necessary, as provided in the CSP Interconnection Procedures, in the event one or more of the following conditions or events occurs:

3.4.1 Under emergency conditions, the Public Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Community Solar Project without advance notice to the other Party. The Public Utility shall notify the Interconnection Customer promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Community Solar Project operation. The Interconnection Customer will notify the Public Utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Public Utility's Distribution System. To the extent information is known, the notification shall describe the emergency condition, the extent of the



Interconnection Agreement for a Community Solar Project

damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 For routine Maintenance, Parties will make reasonable efforts to provide five Business Days' notice prior to interruption caused by routine maintenance or construction and repair to the Community Solar Project or Public Utility's Distribution System and shall use reasonable efforts to coordinate such interruption.
- 3.4.3 The Public Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice of forced outages of the Distribution System. If prior notice is not given, the Public Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 For disruption or deterioration of service, where the Public Utility determines that operation of the Community Solar Project will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Community Solar Project could cause damage to the Public Utility's Distribution System, the Public Utility may disconnect the Community Solar Project. The Public Utility will provide the Interconnection Customer upon request all supporting documentation used to reach the decision to disconnect. The Public Utility may disconnect the Community Solar Project if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the Public Utility's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the agreement apply.

3.5 Restoration of interconnection:

The Parties shall cooperate with each other to restore the Community Solar Project, Interconnection Facilities, and Public Utility's Distribution System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to Article 3.4.

Article 4. Cost Responsibility and Billing:

As provided in the CSP Interconnection Procedures, the Applicant is responsible for the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Community Solar Project to the Public Utility's Distribution System.

4.1 Minor Distribution System Modifications:

As provided in the CSP Interconnection Procedures addressing Tier 2 review, it may be necessary for the Parties to construct certain Minor Modifications to interconnect under Tier 2 review. The Public Utility has itemized any required Minor Modifications in the



Interconnection Agreement for a Community Solar Project

attachments to this Agreement, including a good-faith estimate of the cost of such Minor Modifications and the time required to build and install such Minor Modifications. The Interconnection Customer agrees to pay the costs of such Minor Modifications.

4.2 Interconnection Facilities:

The Public Utility has identified under the review procedures of a Tier 2 review or under a Tier 4 Facilities Study, the Interconnection Facilities necessary to safely interconnect the Community Solar Project with the Public Utility. The Public Utility has itemized the required Interconnection Facilities in the attachments to this Agreement, including a good-faith estimate of the cost of the facilities and the time required to build and install those facilities. The Applicant is responsible for the cost of the Interconnection Facilities.

4.3 Interconnection Equipment:

The Applicant is responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Interconnection Equipment.

4.4 System Upgrades:

The Public Utility will design, procure, construct, install, and own any System Upgrades. The actual cost of the System Upgrades, including overheads, will be directly assigned to an Applicant. In such cases when there are multiple Community Solar Facilities on a single circuit of the Distribution System that are jointly studied, the Public Utility shall allocate the System Upgrade costs based on the proportional capacity of each Community Solar Project. The cost sharing will be detailed in the Attachments to this Agreement. If a Community Solar Project that has been jointly studied and allocated a share of system upgrade costs withdraws, the Company will reassess the System Upgrades needed to complete the interconnection(s) and reallocate the System Upgrade costs to the remaining Community Solar Project(s) using the same methodology.

4.5 Adverse System Impact:

The Public Utility is responsible for identifying the possible Affected Systems and coordinating with those identified Affected Systems, to the extent reasonably practicable, to allow the Affected System owner an opportunity to identify Adverse System Impacts on its Affected System, and to identify what mitigation activities or upgrades may be required on the Public Utility's system or on the Affected System to address impacts on Affected Systems and accommodate a Community Solar Project. Such coordination with Affected System owners shall include inviting Affected System owners to scoping meetings between the Public Utility and the Applicant and providing the Affected System owner with study results and other information reasonably required and requested by the Affected System owner to allow the Affected System owner to assess impacts to its system and determine required mitigation, if any, for such impacts. The Parties acknowledge that the Public Utility cannot compel the participation of the Affected System owner and that the Public Utility is not itself responsible for identifying impacts or mitigation associated with an Affected System. The actual cost of any actions taken to address the Adverse System Impacts, including overheads, shall be directly assigned to the Interconnection Customer. The



Interconnection Agreement for a Community Solar Project

Interconnection Customer may be entitled to financial compensation from other Public Utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Interconnection Customer, to the extent allowed or required by the Commission. Such compensation will only be available to the extent provided for in the separate rules or Commission order. If the Parties have actual knowledge of an Adverse System Impact on an Affected System, the Applicant shall not interconnect and operate its Community Solar Project in parallel with the Public Utility's system, and the Public Utility shall not authorize or allow the continued interconnection or parallel operation of the Community Solar Project, unless and until such Adverse System Impact has been addressed to the reasonable satisfaction of the Affected System owner.

4.6 Deposit and Billings:

The Applicant agrees to pay to the Public Utility a deposit toward the cost to construct and install any required Interconnection Facilities and/or System Upgrades. The amount of the deposit shall be (select one of the following):

The Parties have agreed to progress payments and final payment under the schedule of payments attached to this Agreement; the Applicant shall pay a deposit equal to the lesser of (a) 25 percent of the estimated cost of the Interconnection Facilities and System Upgrades, or (b) \$10,000 – the amount of the deposit shall be \$10,000.

or

The Parties have not agreed to progress payments, the Applicant shall pay 100% of estimated costs as detailed in the Attachments to this agreement prior to the commencement of work.

If the actual costs of Interconnection Facilities and/or System Upgrades are different than the deposit amounts and/or progress and final payments provided for above, then the Applicant shall pay the Public Utility any balance owing or the Public Utility shall refund any excess deposit or progress payment within 20 Business Days of the date actual costs are determined.

If the Applicant's request to interconnect was jointly studied by the Company and the Applicant withdrawals, then any deposits or payments made by the withdrawing Applicant will be applied as a bill credit to not-yet-invoiced study costs for other remaining CSP Applicants that were jointly studied. Any remaining deposits or payments after the bill credits have been issued will be returned to the withdrawing Applicant.

Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

5.1 Assignment

The Interconnection Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice. Except as provided in Articles 5.1.1 and 5.1.2, said assignment



Interconnection Agreement for a Community Solar Project

shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

- 5.1.1 Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), 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 Agreement;
- 5.1.2 The Interconnection Customer shall have the right to assign the Agreement, without the consent of the Public Utility, for collateral security purposes to aid in providing financing for the Community Solar Project. For Community Solar Project systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.
- 5.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the assigning Interconnection Customer.
- 5.1.4 Any assignment not specifically approved by the Project Manager or the Program Administrator shall similarly be declared void and ineffective.

5.2 Limitation of Liability and Consequential Damages

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of this Agreement entered into pursuant to the Rule except as provided for in ORS 757.300(4)(c). Neither Party will seek redress from the other Party in an amount greater than the amount of direct damage actually incurred.

5.3 Indemnity

- 5.3.1 Liability under this Article 5.3 is exempt from the general limitations on liability found in Article 5.2.
- 5.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified person.



Interconnection Agreement for a Community Solar Project

- 5.3.3 If an indemnified person is entitled to indemnification under this Article 5.3 as a result of a claim by a third party, and the indemnifying party fails, after notice and reasonable opportunity to proceed under this Article 5.3, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article 5.3, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 5.3 may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 5.3.6 The indemnifying party shall have the right to assume the defense thereof with counsel designated by such indemnifying party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.
- 5.3.7 The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying party. Notwithstanding the foregoing, the indemnifying party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

Interconnection Agreement for a Community Solar Project

5.4 Consequential Damages

Neither Party shall be liable to the other Party, under any provision of this Agreement, for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

5.5 Force Majeure

5.5.1 As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.”

5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event. Until the Force Majeure Event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by the Rule that the Rule does not permit the Parties to mutually waive.

5.6 Default

5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a breach, the non-breaching Party shall give written notice of such breach to the breaching Party. Except as provided in Article 5.6.2, the breaching Party shall have sixty (60) Calendar Days from receipt of the beach notice within which to cure such breach;



Interconnection Agreement for a Community Solar Project

provided however, if such breach is not capable of cure within 60 Calendar Days, the breaching Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six months from receipt of the breach notice; and, if cured within such time, the breach specified in such notice shall cease to exist.

- 5.6.2 If a breach is not cured as provided for in this Article 5.6, or if a breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternatively, the non-breaching Party shall have the right to seek dispute resolution with the Commission in lieu of default. The provisions of this Article 5.6 will survive termination of the Agreement.

Article 6. Insurance

- 6.1** The Public Utility may not require the Community Solar Project to maintain general liability insurance in relation to the interconnection of the Community Solar Project with an Electric Nameplate Capacity of 200 kW or less. With regard to the interconnection of a Community Solar Project, the Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement general liability insurance sufficient to protect any person (including the Public Utility) who may be affected by the Interconnection Customer's Community Solar Project and its operation and such insurance shall be sufficient to satisfy the Interconnection Customer's indemnification responsibilities under Article 5.3 of this Agreement.
- 6.2** Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Interconnection Customer shall provide the Public Utility with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 6.3** All insurance required by this Article 6 shall name the Public, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition. The Interconnection Customer's insurance shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. The insurance policies,



Interconnection Agreement for a Community Solar Project

if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

- 6.4** 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 Agreement.
- 6.5** The requirements contained herein as to insurance are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

Article 7. Dispute Resolution

Parties will adhere to the dispute resolution provisions in the CSP Interconnection Procedures.

Article 8. Miscellaneous

8.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

8.2 Amendment

The Parties may mutually agree to amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of the Rule and applicable Commission Orders and provisions of the laws of the State of Oregon.

8.3 No Third-Party Beneficiaries

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

8.4 Waiver

- 8.4.1** The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 8.4.2** The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule.



Interconnection Agreement for a Community Solar Project

8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

8.5 Entire Agreement

This Agreement, including any supplementary Form attachments that may be necessary, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

8.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

8.7 No Partnership

This Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

8.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.

8.9 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in this Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.

8.9.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires



Interconnection Agreement for a Community Solar Project

as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

8.9.2 The obligations under this Article 8.9 will not be limited in any way by any limitation of subcontractor's insurance.

8.10 Reservation of Rights

Either Party will have the right to make a unilateral filing with the Commission to modify this Agreement. This reservation of rights provision will include but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under CSP Interconnection Procedures rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

9.2 Records

The Public Utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by the CSP Interconnection Procedures. The Public Utility will provide a copy of these records to the Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

Interconnection Customer: Sunthurst Energy, LLC

Attention: Daniel Hale

Address: 43682 SW Brower Ln

City: Pendleton State: OR Zip: 97801

Phone: 310-975-4732 E-mail: daniel@sunthurstenergy.com

If to Public Utility:

Public Utility: PacifiCorp

Attention: Transmission Services

Address: 825 N.E. Multnomah Street, Suite 550

City: Portland State: OR Zip: 97232

Phone: 503-813-6077 Fax: 503-813-6873



Interconnection Agreement for a Community Solar Project

9.3 Billing and Payment

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)

If to the Interconnection Customer

Same as 9.2

If to Public Utility

Public Utility: PacifiCorp Transmission

Attention: Central Cashiers Office

Address: 825 N.E. Multnomah Street, Suite 550

City: Portland State: OR Zip: 97232

9.4 Designated Operating Representative

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different than article 9.2 above)

Interconnection Customer's Operating Representative:

Same as 9.2

Public Utility's Operating Representative: PacifiCorp

Attention: Grid Operations

Address: 9915 S.E. Ankeny Street

City: Portland State: OR Zip: 97216

Phone: 503-251-5197 Fax: 503-251-5228

9.5 Changes to the Notice Information

Either Party may change this notice information by giving five Business Days written notice prior to the effective date of the change.



Interconnection Agreement for a Community Solar Project

Attachment 1

Description of Interconnection Facilities And Metering Equipment Operated or Maintained by the Public Utility

Community Solar Project: Twenty-six (26) Sungrow SG60KU-M 60 kW inverters for a total nameplate output of 1.56 MW. The 26 inverters are connected to a 3000A 480Y/277V switchboard. The switchboard is fed from a 2000 kVA 12.47Y/7.2kV-480Y/277V transformer with an impedance of about 5.75%. A single 200 kVA 480Y/277V-240/120V 5.75% grounding transformer is connected to a 480Y/277V switchboard through a 600A circuit breaker. See Attachment 2.

Interconnection Customer Interconnection Facilities: A single relay-controlled recloser (with transfer trip control), conductor (with appurtenant facilities), and Public Utility accessible disconnect switch. See Attachment 2.

Public Utility's Interconnection Facilities: Bi-Directional metering, radio communications for transfer trip, disconnect switch, and appurtenant structures to line-tap. See Attachment 2.

Estimated Cost of Public Utility's Interconnection Facilities: Estimated cost of Public Utility's Interconnection Facilities directly assigned to Interconnection Customer: \$87,000.

Estimated Annual Operation and Maintenance Cost of Public Utility's Interconnection Facilities: \$750. Interconnection Customer shall be responsible for Public Utility's actual cost for maintenance of the Public Utility's Interconnection Facilities.

Point of Interconnection: The point where the Public Utility's Interconnection Facilities connect to the Public Utility's 12.5 kV distribution circuit 5W857 out of McKay substation. See Attachment 2.

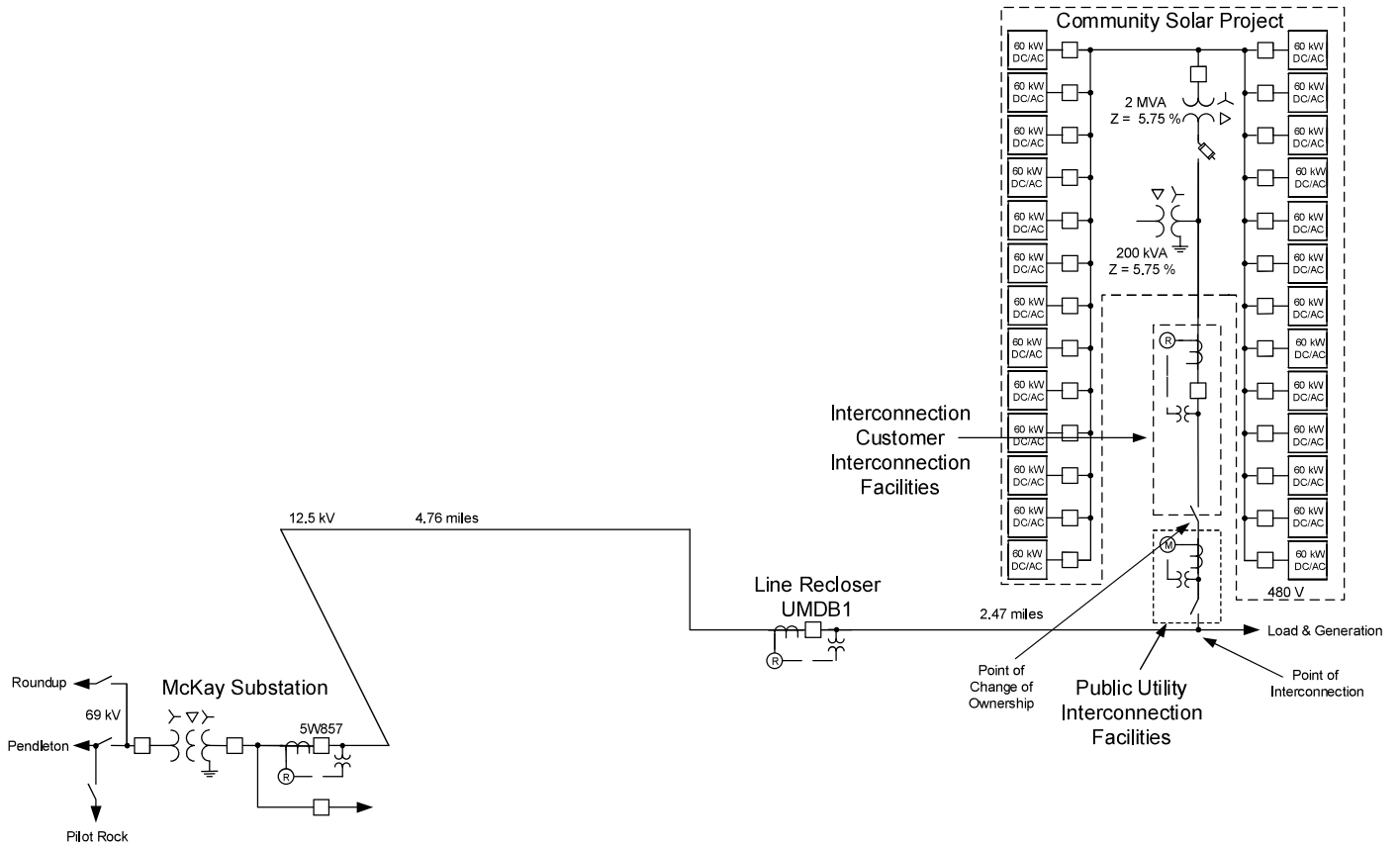
Point of Change of Ownership: The point where the Interconnection Customer's Interconnection Facilities connect to the Public Utility's Interconnection Facilities. See Attachment 2.



Interconnection Agreement for a Community Solar Project

Attachment 2

One-line Diagram Depicting the Generating Facility, Interconnection Facilities, and Metering Equipment





Interconnection Agreement for a Community Solar Project

Attachment 3

Milestones

Estimated In-Service Date: December 30, 2022

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	<u>Applicant</u>
(2)	<u>Retail Service Request Established</u> January 7, 2022	<u>Both</u>
*(3)	<u>Provide Initial Design Package</u> January 21, 2022	<u>Applicant</u>
(4)	<u>Commence Engineering and Procurement</u> February 7, 2022	<u>Public Utility</u>
(5)	<u>Property/Permits/RoW Procured</u> March 4, 2022	<u>Applicant</u>
*(6)	<u>Final Design Package Provided</u> April 22, 2022	<u>Applicant</u>
(7)	<u>Engineering Design Complete</u> August 19, 2022	<u>Public Utility</u>
(8)	<u>Begin Construction</u> September 19, 2022	<u>Public Utility</u>
(9)	<u>Provide Maintenance & Commissioning Plans</u> September 2, 2022	<u>Applicant</u>
(10)	<u>Construction Complete</u> November 22, 2022	<u>Both Parties</u>
(11)	<u>Commissioning Activities Complete</u> December 20, 2022	<u>Public Utility</u>
(12)	<u>Commissioning Document Review Complete</u> December 27, 2022	<u>Public Utility</u>



Interconnection Agreement for a Community Solar Project

- | | | |
|------|--|---------------------------------|
| (13) | <u>Backfeed</u>
December 28, 2022 | <u>Applicant</u> |
| (14) | <u>Initial Synchronization/Generation Testing</u>
December 29, 2022 | <u>Applicant</u> |
| (15) | <u>Commercial Operations</u>
December 30, 2022 | <u>Interconnection Customer</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 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 checked="" type="checkbox"/>
<u>Funds due no later than</u> December 28, 2021 (or when Interconnection Agreement is executed)	<u>Levelized Option</u>	<u>Stepped Option</u>
January 1, 2022	\$10,000	\$10,000
March 30, 2022	\$70,750	\$15,000
July 1, 2022	\$70,750	\$25,000
September 1, 2022	\$70,750	\$160,000
	\$70,750	\$83,000

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



Interconnection Agreement for a Community Solar Project

Attachment 4

Additional Operating Requirements for the Public Utility's Transmission System and/or Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

The interconnection of the Community Solar Project is subject to the rules contained within the CSP Interconnection Procedures. The interconnection of the Community Solar Project to the Public Utility's Distribution System shall be subject to, and the Interconnection Customer shall operate the Community Solar Project in accordance with, the Public Utility's policies governing interconnection of generation facilities to the Distribution System entitled "Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)" which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. In the event of a conflict between any aspect of this Attachment 4 (including without limitation the Public Utility's policies governing interconnection of generation facilities to the distribution system or the transmission system) and the rules contained in the CSP Interconnection Procedures, the rules shall prevail.

Parallel Operation. Interconnection Customer may operate the Community Solar Project in parallel with the Public Utility's Transmission System or Distribution System (collectively the "Electrical System"), but subject at all times to any operating instructions that the Public Utility's dispatch operators may issue and in accordance with all the provisions of this Interconnection Agreement and Good Utility Practice, and any other conditions imposed by the Public Utility in its sole discretion.

Community Solar Project Operation Shall Not Adversely Affect the Public Utility's Distribution System. Interconnection Customer shall operate the Community Solar Project in such a manner as not to adversely affect the Public Utility's Distribution System or any other element of the Public Utility's electrical system. Interconnection Customer's Community Solar Project shall deliver not more than the Design Capacity of 1.56 MW. Except as otherwise required by this Interconnection Agreement, Interconnection Customer shall operate the Community Solar Project in a manner compatible with the Public Utility's applicable voltage level and fluctuating voltage guidelines, entitled Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below), as it may be amended or superseded from time to time in the Public Utility's reasonable discretion, at the Point of Interconnection during all times that the Community Solar Project is connected and operating in parallel with the Public Utility's Distribution System. In its sole discretion, the Public Utility may specify rates of change in Interconnection Customer's deliveries to the Public Utility's Distribution System during any start-up of the Community Solar Project, during reconnection to the Public Utility's Distribution System, and during normal operations to assure that such rates of change are compatible with the operation of the Public Utility's voltage regulation equipment.

Maximum Authorized Power Flow. The Community Solar Project shall not be operated in a manner that results in the flow of electric power onto the Public Utility's Distribution System during any fifteen (15) minute interval at levels in excess of 1,642 kVA from the Community Solar Project. If this provision is violated, the Public Utility may terminate this Interconnection Agreement or lock the Interconnection Customer Disconnect Switch in the open position until such time as: (a) the Public Utility has studied the impact of additional generation on the Distribution System (at Interconnection Customer's cost and pursuant to a new study agreement between the Public Utility and Interconnection Customer) and the



Interconnection Agreement for a Community Solar Project

interconnection has been upgraded (at Interconnection Customer's cost and pursuant to a new or amended Facilities Construction Agreement and a new or amended Interconnection Agreement if deemed necessary by the Public Utility) in any manner necessary to accommodate the additional generation; or (b) the Interconnection Customer has modified the Community Solar Project or Interconnection Customer's Interconnection Facilities in such manner as to insure to the Public Utility's satisfaction that the Community Solar Project will no longer cause electric power to flow onto the Public Utility's Distribution System at a level in excess of 1,642 kVA.

Harmonic Distortion or Voltage Flicker. Notwithstanding the Study Results, upon notice from the Public Utility that operation of the Community Solar Project is producing unacceptable harmonic distortions or voltage flicker on the Public Utility's Distribution System, Interconnection Customer shall at its sole cost remedy such harmonic distortions or voltage flicker within a reasonable time.

Reactive Power. Generators shall be capable of operating under Voltage-reactive power mode, Active power-reactive power mode, and Constant reactive power mode as per IEEE Std. 1547. This project shall be capable of activating each of these modes one at a time. The Public Utility reserves the right to specify any mode and settings within the limits of IEEE Std 1547 needed before or after the Community Solar Project enters service. The Applicant shall be responsible for implementing settings modifications and mode selections as requested by the Public Utility within an acceptable timeframe. The reactive compensation must be designed such that the discreet switching of the reactive device (if required by the Applicant) does not cause step voltage changes greater than +/-3% on the Public Utility's system. In all cases the minimum power quality requirements in PacifiCorp's Engineering Handbook section 1C shall be met and are available at <https://www.pacificpower.net/about/power-quality-standards.html>. Requirements specified in the System Impact Study that exceed requirements in the Engineering Handbook section 1C power quality standards shall apply.

Islanding. If at any time during the term of this Interconnection Agreement the interconnection of the Community Solar Project to the Public Utility's Distribution System results in a risk of electrical islanding, or actual occurrences of electrical islanding, which the Public Utility reasonably concludes are incompatible with Good Utility Practice, the Parties shall (as necessary) study the issue and implement a solution that will eliminate or mitigate the risk of electrical islanding to a level deemed acceptable by the Public Utility. All costs associated with addressing any electrical islanding problems as required by this paragraph shall be paid by the Interconnection Customer, including without limitation any study costs, engineering costs, design costs, or costs to procure, install, operate and/or maintain required interconnection facilities or protective devices.

Voltage Regulation. The Community Solar Project and Interconnection Equipment owned by the Applicant are required to operate under constant power factor mode with a unity power factor setting unless specifically requested otherwise by the Public Utility.. The Community Solar Project is expressly forbidden from actively participating in voltage regulation of the Public Utilities system without written request or authorization from the Public Utility. The Community Solar Project shall have sufficient reactive capacity to enable the delivery of 100 percent of the plant output to the POI at unity power factor measured at 1.0 per unit voltage under steady state conditions.



Interconnection Agreement for a Community Solar Project

Modification of Nominal Operating Voltage Level. By providing Interconnection Customer with a one hundred and eighty (180) day notice, the Public Utility may at its sole discretion change the Public Utility's nominal operating voltage level at the Point of Interconnection. In the event of such change in voltage level Interconnection Customer shall, at Interconnection Customer's sole expense, modify Interconnection Customer's Interconnection Facilities as necessary to accommodate the modified nominal operating voltage level. Interconnection Customer has been informed that initial use of a dual voltage Interconnection Customer may ameliorate the cost of accommodating a change in nominal operating voltage level.

Equipment Failure. Interconnection Customer acknowledges that it is responsible for repair or replacement of Interconnection Customer's primary transformer and for any and all other components of the Community Solar Project and the Interconnection Customer's Interconnection Facilities. Interconnection Customer is aware that its inability to timely repair or replace its transformer or any other component of the Community Solar Project or Interconnection Customer's Interconnection Facility could result in Interconnection Customer's inability to comply with its responsibilities under this Interconnection Agreement and could lead to disconnection of the Community Solar Project from the Public Utility's Distribution System and/or termination of this Interconnection Agreement pursuant to the terms of this Interconnection Agreement. Interconnection Customer acknowledges that the risk of this result is born solely by Interconnection Customer and may be substantially ameliorated by Interconnection Customer's elective maintenance of adequate reserve or spare components including but not limited to the Interconnection Customer's primary transformer.

Operation and Maintenance of Facilities Not Owned by the Public Utility. Interconnection Customer shall maintain, test, repair, keep accounts current on, or provide for the proper operation of any and all interconnection facilities, including but not limited to telemetry and communication equipment, not owned by the Public Utility.

Metering and Telemetry Communications Equipment. Notwithstanding any language of the CSP Interconnection Procedures, Public Utility shall not require Interconnection Customer to install a redundant or back-up meter or other telemetry communications equipment. However, Public Utility reserves the right to request that the Oregon Public Utility Commission authorize Public Utility to require Interconnection Customer to be responsible for all reasonable costs associated with redundant metering and communications equipment installed at the Community Solar Project, upon a determination by Public Utility that such equipment is necessary to maintain compliance with the mandatory reliability standards enforced by the North American Electric Reliability Corporation and the Western Electricity Coordinating Council.

Property Requirements. Interconnection Customer is required to obtain for the benefit of Public Utility at Interconnection Customer's sole cost and expense all real property rights, including but not limited to fee ownership, easements and/or rights of way, as applicable, for Public Utility owned Facilities using Public Utility's standard forms. Public Utility shall not be obligated to accept any such real property right that does not, at Public Utility's sole discretion, confer sufficient rights to access, operate, construct, modify, maintain, place and remove Public Utility owned facilities or is otherwise not conveyed using Public Utility's standard forms. Further, all real property on which Public Utility's Facilities are to be located must be environmentally, physically and operationally acceptable to the Public Utility at its sole discretion. Interconnection Customer is responsible for obtaining all permits required by all relevant jurisdictions for the project, including but not limited to, conditional use permits and construction permits; provided



Interconnection Agreement for a Community Solar Project

however, Public Utility shall obtain, at Interconnection Customer's cost and schedule risk, the permits necessary to construct Public Utility's Facilities that are to be located on real property currently owned or held in fee or right by Public Utility. Except as expressly waived in writing by an authorized officer of Public Utility, all of the foregoing permits and real property rights (conferring rights on real property that is environmentally, physically and operationally acceptable to Public Utility) shall be acquired as provided herein as a condition to Public Utility's contractual obligation to construct or take possession of facilities to be owned by the Public Utility under this Agreement. Public Utility shall have no liability for any project delays or cost overruns caused by delays in acquiring any of the foregoing permits and/or real property rights, whether such delay results from the failure to obtain such permits or rights or the failure of such permits or rights to meet the requirements set forth herein. Further, any completion dates, if any, set forth herein with regard to Public Utility's obligations shall be equitably extended based on the length and impact of any such delays.

Relay and Control Settings. Interconnection Customer must allow the Public Utility to hold all Level 2 relay passwords for any control and/or protective device within their control at the Point of Interconnection and/or Community Solar Project which directly impacts the Public Utility's electrical system. Level 2 passwords are those which allow actual modifications to control and/or relay settings. This will ensure the Public Utility is aware of and approves any changes being made by the Interconnection Customer. Furthermore; this will ensure there are no negative impacts to the Public Utility's Electrical System or other existing customers. Should the Interconnection Customer require modification to the settings associated with control/protective devices connected to the Electrical System the Interconnection Customer will contact the Public Utility and provide in writing the justification and/or need for the proposed modification(s). This will allow the Public Utility time to analyze and ensure there are no negative impacts to the associated connected systems and customers. Any modifications of control and/or relay settings without review and acknowledgement of acceptance by Public Utility will be considered a breach of Interconnect Agreement and will lead to disconnection from the Public Utility's system.



Interconnection Agreement for a Community Solar Project

Attachment 5

Public Utility' s Description of its Upgrades and Best Estimate of Upgrade Costs

Distribution Upgrades: Install communications for transfer-trip at line recloser. Estimated cost is \$62,000.

System Upgrades: The following locations will require the System Upgrades described below:

- Install communications for transfer trip at Cabbage Hill communications site. Estimated cost is \$20,000
- Install new VT, relaying, and communications equipment for transfer trip at McKay substation. Estimated cost is \$119,000
- Install communications equipment at Buckaroo substation. Estimated cost is \$5,000.

Contingent Facilities. As identified in the Facilities Study for this project dated October 28, 2020 the following upgrades are required to be in-service prior to this project:

Higher priority interconnection request Q1045 requires Bonneville Power Administration (“BPA”) to update settings to relays in its Roundup substation to accommodate reverse power flow. The setting updates are assumed to be complete prior to the commencement of generation activities of the Applicant’s generating facility. If the Applicant chooses to proceed prior to Q1045 the Public Utility will coordinate with BPA to determine if the settings updates must be assigned to the Applicant’s interconnection request.



Interconnection Agreement for a Community Solar Project

Attachment 6

Scope of Work

COMMUNITY SOLAR PROJECT MODIFICATIONS

The following outlines the design, procurement, construction, installation, and ownership of equipment at the Applicant's Community Solar Project.

APPLICANT TO BE RESPONSIBLE FOR

- Design the Community Solar Project with reactive power capabilities necessary to operate within the full power factor range of 0.95 leading to 0.95 lagging as measured at the Point of Interconnection. The reactive compensation must be designed such that the discreet switching of all reactive devices (if required by the Applicant) does not cause step voltage changes greater than +/-3% on the Public Utility's system.
- Equip the Community Solar Project generators capable of operating under voltage reactive power mode, active power reactive power mode, and constant reactive power mode as per IEEE standard 1547. This project shall be capable of activating each of these modes one at a time. The Public Utility reserves the right to specify any mode and settings within the limits of IEEE standard 1547 needed before or after the Community Solar Project enters service. The Applicant shall be responsible for implementing settings modifications and mode selections as requested by the Public Utility within an acceptable timeframe.
- Operate the Community Solar Project under constant power factor mode with a unity power factor setting unless specifically requested otherwise by the Public Utility. The Community Solar Project is expressly forbidden from actively participating in voltage regulation of the Public Utilities system without written request or authorization from the Public Utility.
- Operate the Community Solar Project so minimum power quality requirements in PacifiCorp's Engineering Handbook section 1C are met, the standards are available at <https://www.pacificpower.net/about/power-quality-standards.html>. Requirements specified in the System Impact Study that exceed requirements in the Engineering Handbook section 1C power quality standards shall apply.
- Procure and install a step up transformer that will hold the phase to neutral voltages within limits when the generating facility is isolated with the Public Utility's local system until the generation disconnects.
- Design, procure, install, and own a Public Utility approved 12.5 kV recloser containing a Schweitzer Engineering Laboratories ("SEL") 651R or 351R relay/controller to monitor the voltage and frequency of the Generating Facility, to detect faults and to monitor current flow.
- Procure and install either voltage or potential instrument transformers on the Public Utility side of the recloser to support transfer trip.
- Input the settings provided by the Public Utility into the recloser relay. Applicant may enhance and add to the relay settings as long as the functional requirements established by the Public Utility are not altered.
- Provide the Public Utility Level 2 password control of the recloser relay following programming and commissioning.



Interconnection Agreement for a Community Solar Project

- If deemed necessary provide the Public Utility an easement, approved by the Public Utility, to allow the Public Utility to construct a radio system to develop a link with the Public Utility's Cabbage Hill communications site. The communications equipment will be installed in an enclosure. The Applicant shall provide the Public Utility unencumbered access to its communications enclosure.
- Terminate the control cable required for implementing the direct transfer trip scheme, provided by the Public Utility at the recloser relay.
- Provide Public Utility unfettered and maintained access to its interconnection facilities.
- Construct the Applicant's last pole and span of conductor tying to the Public Utility's interconnection facilities to the Public Utility's standard and leave sufficient conductor for the Public Utility to terminate it on the first Public Utility structure.
- Arrange for and provide permanent retail service for power that will flow from the Public Utility's system when the Project is not generating. This arrangement must be in place prior to approval for backfeed.
- Provide any construction or backup retail service necessary for the Project.
- Provide the Public Utility a Professional Engineer ("PE") stamped maintenance plan for all Applicant facilities.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Develop and provide the settings for Applicant's recloser relay.
- Observe and provide acceptance of the relay settings in the Applicant recloser relay.
- Observe and provide acceptance of the Applicant's design of the final span of conductor and pole.
- Terminate the Applicant's final span of conductor onto the Public Utility owned interconnection facilities.
- Procure and install radio system and associated communications equipment within an enclosure to develop a radio link to the Cabbage Hill communications site.
- Provide the Applicant sufficient control cable for Applicant to terminate to its recloser relay. Observe the installation and confirm connectivity and functionality of the transfer trip communications path.
- Identify any necessary studies that the Applicant must have performed.

POINT OF INTERCONNECTION

The following outlines the design, procurement, construction, installation, and ownership of equipment at the POI.

APPLICANT TO BE RESPONSIBLE FOR

- Procure, on behalf of the Public Utility, any necessary permits and/or property rights for the Public Utility's line extension facilities. All property rights shall be in the name of the Public Utility and terms approved by the Public Utility.
- Procure, on behalf of the Public Utility, the equipment for the Public Utility's line extension facilities as specified by the Public Utility.



Interconnection Agreement for a Community Solar Project

- Construct, per Public Utility standards, the Public Utility line extension facilities including the poles, conductor, cutouts, fuses, jumpers and a gang operated switch. The Public Utility will make the final terminations to the Public Utility's existing distribution facilities.
- Comply with all applicable portions of the Public Utility's applicant-built line extension policy.
- Provide unfettered access to the Public Utility at any time construction of the Public Utility line extension is occurring in order for the Public Utility to inspect.
- Promptly remedy any deficiencies that the Public Utility identifies with procured equipment or construction of the Public Utility line extension.
- Indemnify the Public Utility for claims arising from Applicant's construction of the Public Utility's line extension under the terms and procedures applicable to Article 5.2.
- Transfer control and ownership of the Public Utility's line extension facilities following acceptance of the construction by the Public Utility.
- Provide as-built drawings of the Public Utility's line extension facilities.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Design, own and maintain at the Applicant's expense the required extension of the 12.5 kV facilities from Public Utility's existing facilities to the Point of Change of Ownership including a minimum of two poles, conductor, cutouts, fuses, jumpers and a gang operated switch.
- Provide the Applicant with the design specifications for the Public Utility's line extension facilities.
- Observe the Applicant's construction of the Public Utility's line extension facilities and provided acceptance of conformance with Public Utility standards upon completion or notify the Applicant of any deficiencies that must be remedied.
- Terminate the final span of conductor from the Applicant built line extension to the Public Utility's existing distribution facilities.
- Design, procure and install 12.5 kV pole mounted revenue metering equipment for the Project including a revenue quality meter and instrument transformers.
- Provide and install a cellular connection for retail sales and generation accounting via the MV-90 translation system.

OTHER

The following outlines the design, procurement, construction, installation, and ownership of equipment past the POI.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Distribution Circuit
 - Develop and implement a transfer trip scheme to trip the Applicant's generating facility offline for faults on the distribution line.
 - Install a radio system and associated communications equipment within an enclosure at line recloser UMDB1 to develop a link with the Public Utility's Cabbage Hill communications site.
 - Install a dead line checking control circuit at line recloser UMDB1.
- McKay Substation



Interconnection Agreement for a Community Solar Project

- Procure and install a three phase, 15 kV padmount instrument voltage transformer on the line side of circuit breaker 5W857.
- Install a dead line checking control circuit.
- Update communications as necessary to support the transfer trip scheme.
- **Buckaroo Substation**
 - Procure and install communications equipment to effectuate the new transfer trip communications path.
- **Cabbage Hill Communications Site**
 - Procure and install communications equipment to effectuate the new transfer trip communications paths between the Applicant's recloser site and the line recloser UMDB1.



Interconnection Agreement for a Community Solar Project

Attachment 7

**Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)
(attached)**

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 15th day of August, 2022, by and between PacifiCorp, an Oregon corporation (the “Public Utility”) and Tutuilla Solar, LLC, 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;

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

WHEREAS, consistent with Article 5.1 of the Interconnection Agreement, by notice to Public Utility on July 14, 2022, Sunthurst Energy, LLC assigned and transferred the Interconnection Agreement to Tutuilla Solar, LLC;

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 article and attachment will substitute in its entirety the same article and attachment in the Interconnection Agreement:
 - Article 9
 - Attachment 3
- 2.0 Service under the Interconnection Agreement with the amended article and attachment will commence only upon execution by both Parties.
- 3.0 The Interconnection Agreement, with the attached substitute attachments 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 Vai Digitally signed by
Rick Vai
Date: 2022.08.15
21:40:56 -07'00'

Title: VP, Transmission

Date: 08/15/2022

Tutuilla Solar, LLC

By: D Hale

Title: Manager

Date: 8/12/2022



Interconnection Agreement for a Community Solar Project

This Interconnection Agreement for a Community Solar Project (“Agreement”) is made and entered into this ___ day of _____ by and between Tutuilla Solar, LLC, a limited liability company organized and existing under the laws of the State of Oregon, (“Interconnection Customer” or “Applicant”) and PacifiCorp, a corporation, existing under the laws of the State of Oregon, (“Public Utility”). The Interconnection Customer and Public Utility may be referred to hereinafter singly as a “Party” or collectively as the “Parties.”

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Community Solar Project, consistent with the Application completed on April 29, 2020;

Whereas, the Interconnection Customer desires to interconnect the Community Solar Project with Public Utility’s Distribution System (“Distribution System”) in the State of Oregon; and

Whereas, the interconnection of the Community Solar Project and the Public Utility’s Distribution System is subject to the jurisdiction of the Public Utility Commission of Oregon (“Commission”) and are governed by OPUC Rule OAR 860, Division 088 (the “Rule”) and Public Utility’s Community Solar Interconnection Procedures (“CSP Interconnection Procedures”)

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Scope

This Agreement establishes the standard terms and conditions under which the Community Solar Project with a Nameplate Capacity of no more than 3 megawatts (“MW”) will interconnect to, and operate in Parallel with, the Public Utility’s Distribution System. The Commission has approved standard terms and conditions governing this class of interconnection. Any additions, deletions or changes to the standard terms and conditions of interconnection as mutually agreed to by the Parties must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the CSP Interconnection Procedures. This Agreement shall be construed where possible to be consistent with the Rule and the CSP Interconnection Procedures; to the extent this Agreement conflicts with the Rule or the CSP Interconnection Procedures, the Rule or CSP Interconnection Procedures shall take precedence.

1.2 Definitions

Unless defined in this Agreement, when used in this Agreement, with initial capitalization, the terms specified shall have the meanings given in CSP Interconnection Procedures.

1.3 No Agreement Regarding Power Purchase, Transmission, or Delivery

This Agreement does not constitute an agreement to purchase, transmit, or deliver any power



Interconnection Agreement for a Community Solar Project

as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

8.9.2 The obligations under this Article 8.9 will not be limited in any way by any limitation of subcontractor's insurance.

8.10 Reservation of Rights

Either Party will have the right to make a unilateral filing with the Commission to modify this Agreement. This reservation of rights provision will include but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under CSP Interconnection Procedures rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

9.2 Records

The Public Utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by the CSP Interconnection Procedures. The Public Utility will provide a copy of these records to the Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

Interconnection Customer: Tutuilla Solar, LLC
Attention: Daniel Hale
Address: P.O. Box 549
City: Stanfield State: Oregon Zip: 97875
Phone: 323-480-3835 Fax: 323-782-0760 E-mail: daniel@tutuillasolar.com

If to Public Utility:

Public Utility: PacifiCorp
Attention: Transmission Services
Address: 825 N.E. Multnomah Street, Suite 550
City: Portland State: OR Zip: 97232
Phone: 503-813-6077 Fax: 503-813-6873



Interconnection Agreement for a Community Solar Project

9.3 Billing and Payment

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)

If to the Interconnection Customer

Same as 9.2

If to Public Utility

Public Utility: PacifiCorp Transmission

Attention: Central Cashiers Office

Address: 825 N.E. Multnomah Street, Suite 550

City: Portland State: OR Zip: 97232

9.4 Designated Operating Representative

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different than article 9.2 above)

Interconnection Customer's Operating Representative:

Same as 9.2

Public Utility's Operating Representative: PacifiCorp

Attention: Grid Operations

Address: 9915 S.E. Ankeny Street

City: Portland State: OR Zip: 97216

Phone: 503-251-5197 Fax: 503-251-5228

9.5 Changes to the Notice Information

Either Party may change this notice information by giving five Business Days written notice prior to the effective date of the change.



Interconnection Agreement for a Community Solar Project

Attachment 3

Milestones

Estimated In-Service Date: May 25, 2023

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	<u>Applicant</u>
(2)	<u>Retail Service Request Established</u> January 7, 2022	<u>Both</u>
*(3)	<u>Provide Initial Design Package</u> January 21, 2022	<u>Applicant</u>
(4)	<u>Commence Engineering and Procurement</u> August 1, 2022	<u>Public Utility</u>
(5)	<u>Property/Permits/RoW Procured</u> September 23, 2022	<u>Applicant</u>
*(6)	<u>Final Design Package Provided</u> October 3, 2022	<u>Applicant</u>
(7)	<u>Engineering Design Complete</u> November 11, 2022	<u>Public Utility</u>
(8)	<u>Begin Construction</u> February 6, 2023	<u>Public Utility</u>
(9)	<u>Provide Maintenance & Commissioning Plans</u> April 7, 2023	<u>Applicant</u>
(10)	<u>Construction Complete</u> May 5, 2023	<u>Both Parties</u>
(11)	<u>Commissioning Activities Complete</u> May 19, 2023	<u>Public Utility</u>
(12)	<u>Commissioning Document Review Complete</u> May 22, 2023	<u>Public Utility</u>



Interconnection Agreement for a Community Solar Project

- | | | |
|------|---|---------------------------------|
| (13) | <u>Backfeed</u>
May 22, 2023 | <u>Applicant</u> |
| (14) | <u>Initial Synchronization/Generation Testing</u>
May 24, 2023 | <u>Applicant</u> |
| (15) | <u>Commercial Operations</u>
May 25, 2023 | <u>Interconnection Customer</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 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 checked="" type="checkbox"/>
	<u>Levelized Option</u>	<u>Stepped Option</u>
<u>Funds due no later than</u> December 28, 2021 (or when Interconnection Agreement is executed)	\$10,000	\$10,000
January 1, 2022	\$70,750	\$15,000
March 30, 2022	\$70,750	\$25,000
December 1, 2022	\$70,750	\$160,000
March 1, 2023	\$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 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.



Interconnection Agreement for a Community Solar Project

This Interconnection Agreement for a Community Solar Project (“Agreement”) is made and entered into this 30th day of September, 2022, by and between Buckaroo Solar 1, LLC, a limited liability company organized and existing under the laws of the State of Oregon, (“Interconnection Customer” or “Applicant”) and PacifiCorp, a corporation, existing under the laws of the State of Oregon, (“Public Utility”). The Interconnection Customer and Public Utility may be referred to hereinafter singly as a “Party” or collectively as the “Parties.”

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Community Solar Project, consistent with the Application completed on February 10, 2021;

Whereas, the Interconnection Customer desires to interconnect the Community Solar Project with Public Utility’s Distribution System (“Distribution System”) in the State of Oregon; and

Whereas, the interconnection of the Community Solar Project and the Public Utility’s Distribution System is subject to the jurisdiction of the Public Utility Commission of Oregon (“Commission”) and are governed by OPUC Rule OAR 860, Division 088 (the “Rule”) and Public Utility’s Community Solar Interconnection Procedures (“CSP Interconnection Procedures”)

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Scope

This Agreement establishes the standard terms and conditions under which the Community Solar Project with a Nameplate Capacity of no more than 3 megawatts (“MW”) will interconnect to, and operate in Parallel with, the Public Utility’s Distribution System. The Commission has approved standard terms and conditions governing this class of interconnection. Any additions, deletions or changes to the standard terms and conditions of interconnection as mutually agreed to by the Parties must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the CSP Interconnection Procedures. This Agreement shall be construed where possible to be consistent with the Rule and the CSP Interconnection Procedures; to the extent this Agreement conflicts with the Rule or the CSP Interconnection Procedures, the Rule or CSP Interconnection Procedures shall take precedence.

1.2 Definitions

Unless defined in this Agreement, when used in this Agreement, with initial capitalization, the terms specified shall have the meanings given in CSP Interconnection Procedures.

1.3 No Agreement Regarding Power Purchase, Transmission, or Delivery

This Agreement does not constitute an agreement to purchase, transmit, or deliver any power



Interconnection Agreement for a Community Solar Project

or capacity from the interconnected Community Solar Project nor does it constitute an electric service agreement.

1.4 Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the Public Utility and the Interconnection Customer or any other interconnected entity. If the provisions of this Agreement conflict with the provisions of any other Public Utility tariff or the CSP Interconnection Procedures, the Public Utility tariff or CSP Interconnection Procedures, as applicable, shall control.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws.

1.5.2 The Interconnection Customer will construct, own, operate, and maintain its Community Solar Project in accordance with this Agreement, IEEE Standard 1547 (2003 ed), IEEE Standard 1547.1 (2005 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission and this Agreement.

1.5.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Parties' facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule and this Agreement and the attachments to this Agreement.

1.6 Parallel Operation and Maintenance Obligations

Once the Community Solar Project has been authorized to commence Parallel Operation by execution of this Agreement and satisfaction of Article 2.1 of this Agreement, the Interconnection Customer will abide by all written provisions for operating and maintenance as required by this Agreement and any attachments to this Agreement as well as by the Rule and as detailed by the Public Utility in a certification form, "Operations Form", title "Interconnection Equipment As-Built Specifications, Initial Settings and Operating Requirements."

1.7 Metering & Monitoring

The Interconnection Customer will be responsible for metering and monitoring as required by the CSP Interconnection Procedures and as may be detailed in any attachments to this Agreement.

1.8 Power Quality

The Interconnection Customer will design its Community Solar Project to maintain a composite power delivery at continuous rated power output at the Point of Interconnection



Interconnection Agreement for a Community Solar Project

that meets the requirements set forth in IEEE 1547. The Public Utility may, in some circumstances, also require the Interconnection Customer to follow voltage or VAR schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Operations Form and completed by the Public Utility as required by the Rule. The Public Utility shall not impose additional requirements for voltage or reactive power support outside of what may be required to mitigate impacts caused by interconnection of the Community Solar Project to the Public Utility's system.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer will test and inspect its Community Solar Project and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in the Rule. The Interconnection will not be final and the Community Solar Project shall not be authorized to operate in parallel with the Public Utility's Distribution System until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied. The Interconnection Customer shall pay or reimburse the Public Utility for its costs to participate in the Witness Test. Operation of the Community Solar Project requires an effective Interconnection Agreement; electricity sales require a power purchase agreement.

To the extent that the Interconnection Customer decides to conduct interim testing of the Community Solar Project prior to the Witness Test, it may request that the Public Utility observe these tests. If the Public Utility agrees to send qualified personnel to observe any interim testing proposed by the Interconnection Customer, the Interconnection Customer shall pay or reimburse the Public Utility for its cost to participate in the interim testing. If the Interconnection Customer conducts interim testing and such testing is observed by the Public Utility and the results of such interim testing are deemed acceptable by the Public Utility (hereinafter a "Public Utility-approved interim test"), then the Interconnection Customer may request that such Public Utility-approved interim test be deleted from the final Witness Testing. If the Public Utility elects to repeat any Public Utility-approved interim test as part of the final Witness Test, the Public Utility will bare its own expenses associated with participation in the repeated Public Utility-approved interim test.

2.2 Right of Access:

As provided in the CSP Interconnection Procedures, the Public Utility will have access to the Interconnection Customer's premises for any reasonable purpose in connection with the Interconnection Application or any Interconnection Agreement that is entered in to pursuant to the Rule and CSP Interconnection Procedures or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.



Interconnection Agreement for a Community Solar Project

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years from the commercial operations date or the life of the power purchase agreement, whichever is shorter.

3.3 Termination

No termination will become effective until the Parties have complied with all provisions of the CSP Interconnection Procedures and this Agreement that apply to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Public Utility twenty (20) Business Days written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.

3.3.3 The Commission may order termination of this Agreement.

3.3.4 Upon termination of this Agreement, the Community Solar Project will be disconnected from the Public Utility's Distribution System at the Interconnection Customer's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this Article 3.3 shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

The Public Utility or Interconnection Customer may temporarily disconnect the Community Solar Project from the Public Utility's Distribution System for so long as reasonably necessary, as provided in the CSP Interconnection Procedures, in the event one or more of the following conditions or events occurs:

3.4.1 Under emergency conditions, the Public Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Community Solar Project without advance notice to the other Party. The Public Utility shall notify the Interconnection Customer promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Community Solar Project operation. The Interconnection Customer will notify the Public Utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Public Utility's Distribution System. To the extent information is known, the notification shall describe the emergency condition, the extent of the



Interconnection Agreement for a Community Solar Project

damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 For routine Maintenance, Parties will make reasonable efforts to provide five Business Days' notice prior to interruption caused by routine maintenance or construction and repair to the Community Solar Project or Public Utility's Distribution System and shall use reasonable efforts to coordinate such interruption.
- 3.4.3 The Public Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice of forced outages of the Distribution System. If prior notice is not given, the Public Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 For disruption or deterioration of service, where the Public Utility determines that operation of the Community Solar Project will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Community Solar Project could cause damage to the Public Utility's Distribution System, the Public Utility may disconnect the Community Solar Project. The Public Utility will provide the Interconnection Customer upon request all supporting documentation used to reach the decision to disconnect. The Public Utility may disconnect the Community Solar Project if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the Public Utility's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the agreement apply.

3.5 Restoration of interconnection:

The Parties shall cooperate with each other to restore the Community Solar Project, Interconnection Facilities, and Public Utility's Distribution System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to Article 3.4.

Article 4. Cost Responsibility and Billing:

As provided in the CSP Interconnection Procedures, the Applicant is responsible for the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Community Solar Project to the Public Utility's Distribution System.

4.1 Minor Distribution System Modifications:

As provided in the CSP Interconnection Procedures addressing Tier 2 review, it may be necessary for the Parties to construct certain Minor Modifications to interconnect under Tier 2 review. The Public Utility has itemized any required Minor Modifications in the



Interconnection Agreement for a Community Solar Project

attachments to this Agreement, including a good-faith estimate of the cost of such Minor Modifications and the time required to build and install such Minor Modifications. The Interconnection Customer agrees to pay the costs of such Minor Modifications.

4.2 Interconnection Facilities:

The Public Utility has identified under the review procedures of a Tier 2 review or under a Tier 4 Facilities Study, the Interconnection Facilities necessary to safely interconnect the Community Solar Project with the Public Utility. The Public Utility has itemized the required Interconnection Facilities in the attachments to this Agreement, including a good-faith estimate of the cost of the facilities and the time required to build and install those facilities. The Applicant is responsible for the cost of the Interconnection Facilities.

4.3 Interconnection Equipment:

The Applicant is responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Interconnection Equipment.

4.4 System Upgrades:

The Public Utility will design, procure, construct, install, and own any System Upgrades. The actual cost of the System Upgrades, including overheads, will be directly assigned to an Applicant. In such cases when there are multiple Community Solar Facilities on a single circuit of the Distribution System that are jointly studied, the Public Utility shall allocate the System Upgrade costs based on the proportional capacity of each Community Solar Project. The cost sharing will be detailed in the Attachments to this Agreement. If a Community Solar Project that has been jointly studied and allocated a share of system upgrade costs withdraws, the Company will reassess the System Upgrades needed to complete the interconnection(s) and reallocate the System Upgrade costs to the remaining Community Solar Project(s) using the same methodology.

4.5 Adverse System Impact:

The Public Utility is responsible for identifying the possible Affected Systems and coordinating with those identified Affected Systems, to the extent reasonably practicable, to allow the Affected System owner an opportunity to identify Adverse System Impacts on its Affected System, and to identify what mitigation activities or upgrades may be required on the Public Utility's system or on the Affected System to address impacts on Affected Systems and accommodate a Community Solar Project. Such coordination with Affected System owners shall include inviting Affected System owners to scoping meetings between the Public Utility and the Applicant and providing the Affected System owner with study results and other information reasonably required and requested by the Affected System owner to allow the Affected System owner to assess impacts to its system and determine required mitigation, if any, for such impacts. The Parties acknowledge that the Public Utility cannot compel the participation of the Affected System owner and that the Public Utility is not itself responsible for identifying impacts or mitigation associated with an Affected System. The actual cost of any actions taken to address the Adverse System Impacts, including overheads, shall be directly assigned to the Interconnection Customer. The



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Interconnection Customer may be entitled to financial compensation from other Public Utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Interconnection Customer, to the extent allowed or required by the Commission. Such compensation will only be available to the extent provided for in the separate rules or Commission order. If the Parties have actual knowledge of an Adverse System Impact on an Affected System, the Applicant shall not interconnect and operate its Community Solar Project in parallel with the Public Utility's system, and the Public Utility shall not authorize or allow the continued interconnection or parallel operation of the Community Solar Project, unless and until such Adverse System Impact has been addressed to the reasonable satisfaction of the Affected System owner.

4.6 Deposit and Billings:

The Applicant agrees to pay to the Public Utility a deposit toward the cost to construct and install any required Interconnection Facilities and/or System Upgrades. The amount of the deposit shall be (select one of the following):

The Parties have agreed to progress payments and final payment under the schedule of payments attached to this Agreement; the Applicant shall pay a deposit equal to the lesser of (a) 25 percent of the estimated cost of the Interconnection Facilities and System Upgrades, or (b) \$10,000 – the amount of the deposit shall be \$10,000.

or

The Parties have not agreed to progress payments, the Applicant shall pay 100% of estimated costs as detailed in the Attachments to this agreement prior to the commencement of work.

If the actual costs of Interconnection Facilities and/or System Upgrades are different than the deposit amounts and/or progress and final payments provided for above, then the Applicant shall pay the Public Utility any balance owing or the Public Utility shall refund any excess deposit or progress payment within 20 Business Days of the date actual costs are determined.

If the Applicant's request to interconnect was jointly studied by the Company and the Applicant withdraws, then any deposits or payments made by the withdrawing Applicant will be applied as a bill credit to not-yet-invoiced study costs for other remaining CSP Applicants that were jointly studied. Any remaining deposits or payments after the bill credits have been issued will be returned to the withdrawing Applicant.

Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

5.1 Assignment

The Interconnection Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice. Except as provided in Articles 5.1.1 and 5.1.2, said assignment



Interconnection Agreement for a Community Solar Project

shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

- 5.1.1 Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), 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 Agreement;
- 5.1.2 The Interconnection Customer shall have the right to assign the Agreement, without the consent of the Public Utility, for collateral security purposes to aid in providing financing for the Community Solar Project. For Community Solar Project systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.
- 5.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the assigning Interconnection Customer.
- 5.1.4 Any assignment not specifically approved by the Project Manager or the Program Administrator shall similarly be declared void and ineffective.

5.2 Limitation of Liability and Consequential Damages

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of this Agreement entered into pursuant to the Rule except as provided for in ORS 757.300(4)(c). Neither Party will seek redress from the other Party in an amount greater than the amount of direct damage actually incurred.

5.3 Indemnity

- 5.3.1 Liability under this Article 5.3 is exempt from the general limitations on liability found in Article 5.2.
- 5.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified person.

Interconnection Agreement for a Community Solar Project

- 5.3.3 If an indemnified person is entitled to indemnification under this Article 5.3 as a result of a claim by a third party, and the indemnifying party fails, after notice and reasonable opportunity to proceed under this Article 5.3, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article 5.3, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 5.3 may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 5.3.6 The indemnifying party shall have the right to assume the defense thereof with counsel designated by such indemnifying party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.
- 5.3.7 The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying party. Notwithstanding the foregoing, the indemnifying party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

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5.4 Consequential Damages

Neither Party shall be liable to the other Party, under any provision of this Agreement, for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

5.5 Force Majeure

5.5.1 As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.”

5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event. Until the Force Majeure Event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by the Rule that the Rule does not permit the Parties to mutually waive.

5.6 Default

5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a breach, the non-breaching Party shall give written notice of such breach to the breaching Party. Except as provided in Article 5.6.2, the breaching Party shall have sixty (60) Calendar Days from receipt of the beach notice within which to cure such breach;



Interconnection Agreement for a Community Solar Project

provided however, if such breach is not capable of cure within 60 Calendar Days, the breaching Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six months from receipt of the breach notice; and, if cured within such time, the breach specified in such notice shall cease to exist.

- 5.6.2 If a breach is not cured as provided for in this Article 5.6, or if a breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternatively, the non-breaching Party shall have the right to seek dispute resolution with the Commission in lieu of default. The provisions of this Article 5.6 will survive termination of the Agreement.

Article 6. Insurance

- 6.1** The Public Utility may not require the Community Solar Project to maintain general liability insurance in relation to the interconnection of the Community Solar Project with an Electric Nameplate Capacity of 200 kW or less. With regard to the interconnection of a Community Solar Project, the Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement general liability insurance sufficient to protect any person (including the Public Utility) who may be affected by the Interconnection Customer's Community Solar Project and its operation and such insurance shall be sufficient to satisfy the Interconnection Customer's indemnification responsibilities under Article 5.3 of this Agreement.
- 6.2** Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Interconnection Customer shall provide the Public Utility with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 6.3** All insurance required by this Article 6 shall name the Public Utility, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition. The Interconnection Customer's insurance shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. The



Interconnection Agreement for a Community Solar Project

insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

- 6.4 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 Agreement.
- 6.5 The requirements contained herein as to insurance are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

Article 7. Dispute Resolution

Parties will adhere to the dispute resolution provisions in the CSP Interconnection Procedures.

Article 8. Miscellaneous

8.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

8.2 Amendment

The Parties may mutually agree to amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of the Rule and applicable Commission Orders and provisions of the laws of the State of Oregon.

8.3 No Third-Party Beneficiaries

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

8.4 Waiver

- 8.4.1 The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 8.4.2 The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule.



Interconnection Agreement for a Community Solar Project

8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

8.5 Entire Agreement

This Agreement, including any supplementary Form attachments that may be necessary, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

8.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

8.7 No Partnership

This Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

8.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.

8.9 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in this Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.

8.9.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires



Interconnection Agreement for a Community Solar Project

as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

8.9.2 The obligations under this Article 8.9 will not be limited in any way by any limitation of subcontractor's insurance.

8.10 Reservation of Rights

Either Party will have the right to make a unilateral filing with the Commission to modify this Agreement. This reservation of rights provision will include but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under CSP Interconnection Procedures rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

9.2 Records

The Public Utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by the CSP Interconnection Procedures. The Public Utility will provide a copy of these records to the Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

Interconnection Customer: Buckaroo Solar 1, LLC
Attention: Daniel Hale
Address: PO Box 549
City: Stanfield State: OR Zip: 97875
Phone: 323-480-3835 E-mail: PM1@buckaroosolar.com

If to Public Utility:

Public Utility: PacifiCorp
Attention: Transmission Services
Address: 825 N.E. Multnomah Street, Suite 550



Interconnection Agreement for a Community Solar Project

City: Portland State: OR Zip: 97232
Phone: 503-813-6077 Fax: 503-813-6873

9.3 Billing and Payment

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)

If to the Interconnection Customer

Interconnection Customer: Buckaroo Solar 1, LLC
Attention: Daniel Hale
Address: PO Box 549
City: Stanfield State: OR Zip: 97875
Phone: 323-480-3835 E-mail: PM1@buckaroosolar.com

If to Public Utility

Public Utility: PacifiCorp Transmission
Attention: Central Cashiers Office
Address: 825 N.E. Multnomah Street, Suite 550
City: Portland State: OR Zip: 97232

9.4 Designated Operating Representative

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different than article 9.2 above)

Interconnection Customer's Operating Representative:

Interconnection Customer: Buckaroo Solar 1, LLC
Attention: Daniel Hale
Address: PO Box 549
City: Stanfield State: OR Zip: 97875
Phone: 323-480-3835 E-mail: PM1@buckaroosolar.com

Public Utility's Operating Representative: PacifiCorp

Attention: Grid Operations
Address: 9915 S.E. Ankeny Street
City: Portland State: OR Zip: 97216
Phone: 503-251-5197 Fax: 503-251-5228



Interconnection Agreement for a Community Solar Project

9.5 Changes to the Notice Information

Either Party may change this notice information by giving five Business Days written notice prior to the effective date of the change.

Article 10. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For Public Utility:

Name: Rick Vail Digitally signed by Rick Vail
Date: 2022.09.01 05:56:25 -07'00'

Rick Vail

Title: VP, Transmission

Date: 09/01/2022

For the Applicant/Interconnection Customer:

Name: D Hale

Daniel Hale

Title: Managing Member

Date: 8/25/2022



Interconnection Agreement for a Community Solar Project

Attachment 1

Description of Interconnection Facilities And Metering Equipment Operated or Maintained by the Public Utility

Community Solar Project: Forty (40) CHINT SCA60KTL 60 kW inverters connect to two (2) 1.5 MVA 480V – 12.47 kV transformers ($Z=5.75\%$), on the transformers high-side is a 200 kVA grounding bank ($Z=5.75\%$). Total requested output is 2.4 MW. See Attachment 2.

Interconnection Customer Interconnection Facilities: A relay controlled recloser and Public Utility accessible disconnect switch. . See Attachment 2.

Public Utility's Interconnection Facilities: Bi-directional metering, transfer trip equipment, disconnect switch, and associated poles/structures. See Attachment 2.

Estimated Cost of Public Utility's Interconnection Facilities: Estimated cost of Public Utility's Interconnection Facilities directly assigned to Interconnection Customer: \$251,000.

Estimated Annual Operation and Maintenance Cost of Public Utility's Interconnection Facilities: \$250.

Interconnection Customer shall be responsible for Public Utility's actual cost for maintenance of the Public Utility's Interconnection Facilities.

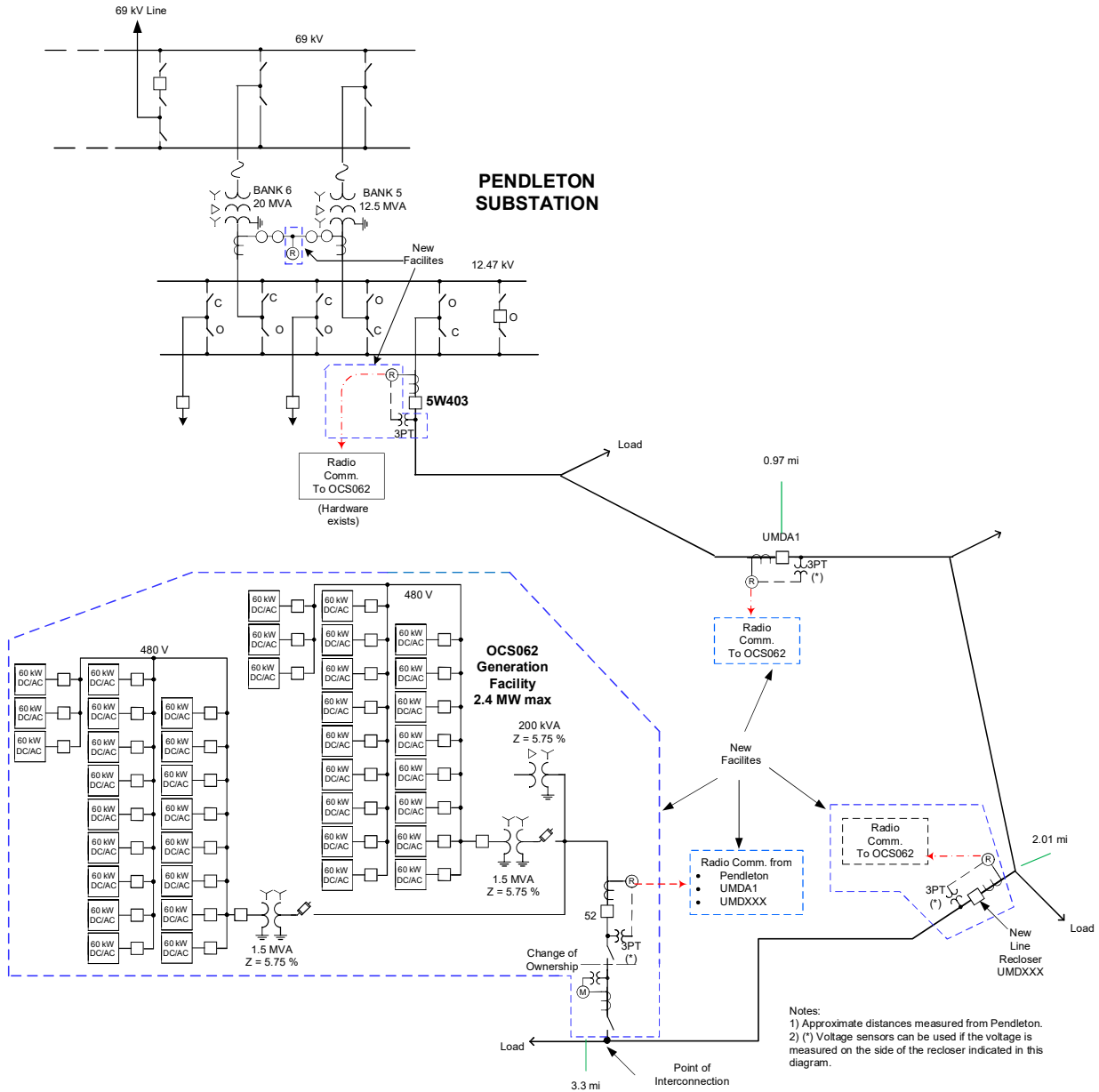
Point of Interconnection: The point where the Public Utility's Interconnection Facilities connect to the Public Utility's 12.47 kV distribution circuit 5W403 out of Pendleton substation. See Attachment 2.

Point of Change of Ownership: The point where the Interconnection Customer's Interconnection Facilities connect to the Public Utility's Interconnection Facilities. See Attachment 2.

Interconnection Agreement for a Community Solar Project

Attachment 2

One-line Diagram Depicting the Generating Facility, Interconnection Facilities, and Metering Equipment





Interconnection Agreement for a Community Solar Project

Attachment 3

Milestones

Estimated In-Service Date: July 21, 2023

Critical milestones and responsibility as agreed to by the Parties:

Milestone/Date	Responsible Party
Execute Interconnection Agreement September 2, 2022	Applicant
Provision of First Progress Payment September 2, 2022	Applicant
Applicant and Public Utility Establish Retail Service Request September 16, 2022	Both Parties
*Applicant Initial Design Package Provided September 16, 2022	Applicant
Public Utility Engineering & Procurement Commences October 17, 2022	Public Utility
Applicant Property/Permits/ROW Procured October 31, 2022	Applicant
Public Utility Property/Permits/ROW Procured January 6, 2023	Public Utility
*Applicant Final Design Package Provided February 1, 2023	Applicant
Public Utility Engineering Design Complete June 9, 2023	Public Utility
Construction Begins July 24, 2023	Public Utility
Applicant Maintenance and Commissioning Plans Provided August 11, 2023	Applicant
Applicant and Public Utility Construction Complete	Both Parties



Interconnection Agreement for a Community Solar Project

November 9, 2023

Public Utility Commissioning Activities Complete
November 15, 2023

Public Utility

Public Utility Commissioning Document Review Complete
November 21, 2023

Public Utility

Applicant’s Facilities Receive Backfeed Power
November 22, 2023

Applicant

Initial Synchronization/Generation Testing
November 28, 2023

Applicant

Commercial Operation
November 30, 2023

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. 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.

* Any design modifications to the Interconnection Customer’s Community Solar Project after this date requiring updates to the Public Utility’s network model will result in a minimum of 3 months added to all future milestones including Commercial Operations.

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:

Funds due no later than
September 2, 2022

Levelized Option

Stepped Option

(or when Interconnection
Agreement is executed)

\$10,000

\$10,000



Interconnection Agreement for a Community Solar Project

October 31, 2022	\$152,500	\$61,000
January 6, 2023	\$152,500	\$122,000
April 6, 2023	\$152,500	\$183,000
July 14, 2023	\$152,500	\$244,000

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



Interconnection Agreement for a Community Solar Project

Attachment 4

Additional Operating Requirements for the Public Utility's Transmission System and/or Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

The interconnection of the Community Solar Project is subject to the rules contained within the CSP Interconnection Procedures. The interconnection of the Community Solar Project to the Public Utility's Distribution System shall be subject to, and the Interconnection Customer shall operate the Community Solar Project in accordance with, the Public Utility's policies governing interconnection of generation facilities to the Distribution System entitled "Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)" (or, "Policy 138") which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. In the event of a conflict between any aspect of this Attachment 4 (including without limitation the Public Utility's policies governing interconnection of generation facilities to the distribution system or the transmission system) and the rules contained in the CSP Interconnection Procedures, the rules shall prevail.

Parallel Operation. Interconnection Customer may operate the Community Solar Project in parallel with the Public Utility's Transmission System or Distribution System (collectively the "Electrical System"), but subject at all times to any operating instructions that the Public Utility's dispatch operators may issue and in accordance with all the provisions of this Interconnection Agreement and Good Utility Practice, and any other conditions imposed by the Public Utility in its sole discretion.

Community Solar Project Operation Shall Not Adversely Affect the Public Utility's Distribution System. Interconnection Customer shall operate the Community Solar Project in such a manner as not to adversely affect the Public Utility's Distribution System or any other element of the Public Utility's electrical system. Interconnection Customer's Community Solar Project shall deliver not more than the Design Capacity of 2.4 MW. Except as otherwise required by this Interconnection Agreement, Interconnection Customer shall operate the Community Solar Project in a manner compatible with the Public Utility's applicable voltage level and fluctuating voltage guidelines, titled "Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)", as it may be amended or superseded from time to time in the Public Utility's reasonable discretion, at the Point of Interconnection during all times that the Community Solar Project is connected and operating in parallel with the Public Utility's Distribution System. In its sole discretion, the Public Utility may specify rates of change in Interconnection Customer's deliveries to the Public Utility's Distribution System during any start-up of the Community Solar Project, in accordance with the above referenced policy.

Maximum Authorized Power Flow. The Community Solar Project shall not be operated in a manner that results in the flow of electric power onto the Public Utility's Distribution System during any fifteen (15) minute interval at levels in excess of 2400kVA from the Community Solar Project. If this provision is violated, the Public Utility may terminate this Interconnection Agreement or lock the Interconnection



Interconnection Agreement for a Community Solar Project

Customer Disconnect Switch in the open position until such time as: (a) the Public Utility has studied the impact of additional generation on the Distribution System (at Interconnection Customer's cost and pursuant to a new study agreement between the Public Utility and Interconnection Customer) and the interconnection has been upgraded (at Interconnection Customer's cost and pursuant to a new or amended Facilities Construction Agreement and a new or amended Interconnection Agreement as deemed necessary by the Public Utility) in any manner necessary to accommodate the additional generation; or (b) the Interconnection Customer has modified the Community Solar Project or Interconnection Customer's Interconnection Facilities in such manner as to insure to the Public Utility's satisfaction that the Community Solar Project will no longer cause electric power to flow onto the Public Utility's Distribution System at a level in excess of 2400 kVA.

Harmonic Distortion or Voltage Flicker. Notwithstanding the study results, upon notice from the Public Utility that operation of the Community Solar Project is producing unacceptable harmonic distortions or voltage flicker on the Public Utility's Distribution System, Interconnection Customer shall at its sole cost remedy such harmonic distortions or voltage flicker within a reasonable time in accordance with Policy 138.

Reactive Power. Interconnection Customer shall at all times control the flow of reactive power between the Community Solar Project and the Public Utility's Distribution System within limits established in Policy 138. There shall be no obligation to pay for any Kvar or Kvar Hours flowing between Parties under terms of this agreement.

Islanding. If at any time during the term of this Interconnection Agreement the interconnection of the Community Solar Project to the Public Utility's Distribution System results in a risk of electrical islanding, or actual occurrences of electrical islanding, which the Public Utility reasonably concludes are incompatible with Good Utility Practice, the Parties shall (as necessary) study the issue and implement a solution that will eliminate or mitigate the risk of electrical islanding to a level deemed acceptable by the Public Utility. All costs associated with addressing any electrical islanding problems as required by this paragraph shall be paid by the Interconnection Customer, including without limitation any study costs, engineering costs, design costs, or costs to procure, install, operate and/or maintain required interconnection facilities or protective devices.

Voltage Regulation and Power Factor. The Interconnection Customer agrees to operate at unity power factor, but shall have the ability to operate at a 95% leading or lagging power factor in accordance with Policy 138. Prior to installation, Interconnection Customer shall provide the Public Utility with written notice of the device and/or operational constraints selected to satisfy this requirement and shall obtain the Public Utility's written approval of such device and/or operational constraints, which approval shall not be unreasonably withheld. In the event Interconnection Customer fails to operate the Community Solar Project within the voltage regulation constraints of Policy 138, the Public Utility may disconnect the Community Solar Project.



Interconnection Agreement for a Community Solar Project

Modification of Nominal Operating Voltage Level. By providing Interconnection Customer with a one hundred and eighty (180) day notice, the Public Utility may at its sole discretion change the Public Utility's nominal operating voltage level at the Point of Interconnection. In the event of such change in voltage level Interconnection Customer shall, at Interconnection Customer's sole expense, modify Interconnection Customer's Interconnection Facilities as necessary to accommodate the modified nominal operating voltage level. Interconnection Customer has been informed that initial use of a dual voltage Interconnection Customer may ameliorate the cost of accommodating a change in nominal operating voltage level.

Equipment Failure. Interconnection Customer acknowledges that it is responsible for repair or replacement of Interconnection Customer's primary transformer and for any and all other components of the Community Solar Project and the Interconnection Customer's Interconnection Facilities. Interconnection Customer is aware that its inability to timely repair or replace its transformer or any other component of the Community Solar Project or Interconnection Customer's Interconnection Facility could result in Interconnection Customer's inability to comply with its responsibilities under this Interconnection Agreement and could lead to disconnection of the Community Solar Project from the Public Utility's Distribution System and/or termination of this Interconnection Agreement pursuant to the terms of this Interconnection Agreement. Interconnection Customer acknowledges that the risk of this result is born solely by Interconnection Customer and may be substantially ameliorated by Interconnection Customer's elective maintenance of adequate reserve or spare components including but not limited to the Interconnection Customer's primary transformer.

Operation and Maintenance of Facilities Not Owned by the Public Utility. Interconnection Customer shall maintain, test, repair, keep accounts current on, or provide for the proper operation of any and all interconnection facilities, including but not limited to telemetry and communication equipment, not owned by the Public Utility.

Metering and Telemetry Communications Equipment. Notwithstanding any language of the CSP Interconnection Procedures, Public Utility shall not require Interconnection Customer to install a redundant or back-up meter or other telemetry communications equipment. However, Public Utility reserves the right to request that the Oregon Public Utility Commission authorize Public Utility to require Interconnection Customer to be responsible for all reasonable costs associated with redundant metering and communications equipment installed at the Community Solar Project, upon a determination by Public Utility that such equipment is necessary to maintain compliance with the mandatory reliability standards enforced by the North American Electric Reliability Corporation and the Western Electricity Coordinating Council.

Property Requirements. Interconnection Customer is required to obtain for the benefit of Public Utility at Interconnection Customer's sole cost and expense all real property rights, including but not limited to fee ownership, easements and/or rights of way, as applicable, for Public Utility owned Facilities using Public Utility's standard forms. Public Utility shall not be obligated to accept any such real property right that does not, at Public Utility's sole discretion, confer sufficient rights to access, operate, construct, modify, maintain, place and remove Public Utility owned facilities or is otherwise not conveyed using Public



Interconnection Agreement for a Community Solar Project

Utility's standard forms. Further, all real property on which Public Utility's Facilities are to be located must be environmentally, physically and operationally acceptable to the Public Utility at its sole discretion. Interconnection Customer is responsible for obtaining all permits required by all relevant jurisdictions for the project, including but not limited to, conditional use permits and construction permits; provided however, Public Utility shall obtain, at Interconnection Customer's cost and schedule risk, the permits necessary to construct Public Utility's Facilities that are to be located on real property currently owned or held in fee or right by Public Utility. Except as expressly waived in writing by an authorized officer of Public Utility, all of the foregoing permits and real property rights (conferring rights on real property that is environmentally, physically and operationally acceptable to Public Utility) shall be acquired as provided herein as a condition to Public Utility's contractual obligation to construct or take possession of facilities to be owned by the Public Utility under this Agreement. Public Utility shall have no liability for any project delays or cost overruns caused by delays in acquiring any of the foregoing permits and/or real property rights, whether such delay results from the failure to obtain such permits or rights or the failure of such permits or rights to meet the requirements set forth herein. Further, any completion dates, if any, set forth herein with regard to Public Utility's obligations shall be equitably extended based on the length and impact of any such delays.

Relay and Control Settings. Interconnection Customer must allow the Public Utility to hold all Level 2 relay passwords for any control and/or protective device within their control at the Point of Interconnection and/or Community Solar Project which directly impacts the Public Utility's electrical system. Level 2 passwords are those which allow actual modifications to control and/or relay settings. This will ensure the Public Utility is aware of and approves any changes being made by the Interconnection Customer. Furthermore; this will ensure there are no negative impacts to the Public Utility's Electrical System or other existing customers. Should the Interconnection Customer require modification to the settings associated with control/protective devices connected to the Electrical System the Interconnection Customer will contact the Public Utility and provide in writing the justification and/or need for the proposed modification(s). This will allow the Public Utility time to analyze and ensure there are no negative impacts to the associated connected systems and customers. The Public Utility shall review any such request, respond in writing with acceptance or, if denied, the reasons for said denial. If accepted, the Public Utility shall release to the Interconnection Customer the required password(s) so that the Interconnection Customer may affect the agreed-upon changes. The Interconnection Customer shall notify the Public Utility when the changes are placed into effect. Any modifications of control and/or relay settings without review and acknowledgement of acceptance by Public Utility will be considered a breach of Interconnect Agreement and will lead to disconnection from the Public Utility's system.



Interconnection Agreement for a Community Solar Project

Attachment 5

Public Utility' s Description of its Upgrades and Best Estimate of Upgrade Costs

Distribution Upgrades: Install new switch, modify existing switch, replace recloser, replace sectionalizer and install communications.

System Upgrades: The following locations will require the System Upgrades described below:

- Install voltage transformers at circuit breaker 5W403 and relays at Pendleton Substation.

Estimated Cost is \$369,000.



Interconnection Agreement for a Community Solar Project

Attachment 6

Scope of Work

Community Solar Project Requirements

The following outlines the design, procurement, construction, installation, and ownership of equipment at the Applicant's Community Solar Project.

APPLICANT TO BE RESPONSIBLE FOR

- Design, construct, own and maintain the Applicant's generating facility and associated collector system.
- Operate the Community Solar Project under constant power factor mode with a unity power factor setting unless specifically requested otherwise by the Public Utility. The Community Solar Project is expressly forbidden from actively participating in voltage regulation of the Public Utilities system without written request or authorization from the Public Utility. The Community Solar Project shall have sufficient reactive capacity to enable the delivery of 100 percent of the plant output to the POI at unity power factor measured at 1.0 per unit voltage under steady state conditions.
- Operate the Community Solar Project so minimum power quality requirements in PacificCorp's Engineering Handbook section 1C are met, the standards are available at <https://www.pacificpower.net/about/power-quality-standards.html>. Requirements specified in the System Impact Study that exceed requirements in the Engineering Handbook section 1C power quality standards shall apply.
- As per NERC standard VAR-001-1, the Public Utility is required to specify voltage or reactive power schedule at the Point of interconnection. Under normal conditions, the Public Utility's system should not supply reactive power to the Community Solar Project.
- Install a transformer that will hold the phase to neutral voltages within limits when the Community Solar Project is isolated with the Public Utility's local system until the generation disconnects.
- Design, procure, install, and own a Public Utility approved 12.47 kV recloser containing a Schweitzer Engineering Laboratories ("SEL") 651R relay/controller to perform the following functions:
 - Detect faults on the 12.47 kV equipment at the Community Solar Project
 - Detect faults on the 12.47 kV line to Pendleton substation
 - Monitor the unbalance current flowing through the grounding transformer and protect the transformer from damage due to phase unbalances on the 12.47 kV circuit
 - Monitor the voltage and react to under or over frequency, and /or magnitude of the voltage
 - Receive transfer trip from Pendleton substation, line recloser UMDA1, or line recloser UMDXXX. NOTE: Line recloser UMDXXX to be given final number designation upon installation.



Interconnection Agreement for a Community Solar Project

- Procure and install instrument transformers or voltage sensors on the Public Utility side of the recloser.
- Input the settings provided by the Public Utility into the recloser relay.
- Provide the Public Utility Level 2 password control of the recloser relay.
- Terminate the control cable provided by the Public Utility in the recloser relay.
- Provide the Public Utility the necessary easement to allow the Public Utility to construct its line extension between its existing facilities and the Point of Change of Ownership.
- Provide Public Utility unfettered and maintained access to its interconnection facilities.
- Construct the Applicant's last pole at the Point of Change of Ownership to Public Utility's standard.
- Arrange for and provide permanent retail service for power that will flow from the Public Utility's system when the Project is not generating. Applicant shall coordinate with the Public Utility's customer service group establish a request number and account number.
- Provide any construction or backup retail service necessary for the Project.
- Provide the Public Utility a Professional Engineer ("PE") stamped maintenance plan for all Applicant protective equipment.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Coordinate with the Applicant to establish request and account numbers.
- Develop and provide overcurrent, voltage and frequency settings for the Applicant's recloser relay.
- Observe and provide acceptance of the relay settings in the Applicant's recloser relay.
- Observe and provide acceptance of the installation of the Applicant's final pole at the point of change of ownership.
- Terminate the final span of conductor onto the Applicant's final pole.
- Provide the Applicant control cable for Applicant to terminate to its recloser relay. Observe the installation and confirm connectivity and functionality of the transfer trip communications path.

Point of Interconnection

The following outlines the design, procurement, construction, installation, and ownership of equipment at the Point of Interconnection.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Design, procure, install, own and maintain at the Applicant's expense the required extension of the 12.47 kV facilities from Public Utility's existing facilities near facility point ("FP") 01102032.0117000 to the point of change of ownership including a minimum of two poles, conductor, cutouts, fuses, jumpers and a gang operated switch.
- Install an approximately 50' wood pole and spread spectrum radio equipment. The radio will be designed to establish a link with the Public Utility's Cabbage Hill communications site.



Interconnection Agreement for a Community Solar Project

- Provide the Interconnection Customer cable from its radio to the Interconnection Customer recloser.
- Design, procure and install 12.47 kV revenue metering equipment for the Project including a revenue quality meter and instrument transformers.
- Provide and install a cellular connection for retail sales and generation accounting via the MV-90 translation system.

Other

The following outlines the design, procurement, construction, installation, and ownership of equipment past the Point of Interconnection.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Distribution Circuit
 - Procure and install a gang operated switch at FP 01102032.0116001 to establish a new open point between distribution circuits 5W403 and 5W856.
 - Modify the existing switch at FP 01102032.0124402 to normally closed.
 - Replace the existing recloser UMDA1 installed at FP 01102032.0119000 with a recloser containing an SEL 651R control.
 - Procure and install instrument transformers on the load side of recloser UMDA1.
 - Install an approximately 30' wood pole and spread spectrum radio equipment at line recloser UMDA1. The radio will be designed to establish a link with the Public Utility's Pendleton substation.
 - Replace the existing sectionalizers installed at FP 01102032.0124501 with a new line recloser referred to as UMDXXX.
 - Install an approximately 90' wood pole and spread spectrum radio equipment at line recloser UMDXXX. The radio will be designed to establish a link with the Public Utility's Cabbage Hill communications site.
 - Install deadline check control circuits at both line reclosers UMDA1 and UMDXXX.
 - Develop and implement transfer trip schemes to disconnect the Interconnection Customer's Community Solar Project for operation of either recloser UMDA1 or UMDXXX.
- Pendleton Substation
 - Procure and install three 12.5 kV voltage transformers on the low side of circuit breaker 5W403.
 - Replace the existing electromechanical relays for circuit breaker 5W403 with a multifunction digital relay.
 - Develop and implement a transfer trip scheme to disconnect the Interconnection Customer's Community Solar Project for the following:
 - Faults on the 12.47 kV circuit 5W403
 - Faults in the 69 – 12.47 kV transformers
 - Faults on the 69 kV bus



Interconnection Agreement for a Community Solar Project

- Cabbage Hill Communications Site
 - Install antennas and supportive communications equipment to establish links with the radio systems installed at the POI recloser and line recloser UMDXXX.



Interconnection Agreement for a Community Solar Project

Attachment 7

**Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)
(attached)**

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 Buckaroo Solar 1, LLC (OCS062), 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 September 30, 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
19:09:32 -07'00'

Title: Dir., Transmission Svcs

Date: 05/22/2023

Buckaroo Solar 1, LLC (OCS062)

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
<u>Execute Interconnection Agreement</u> September 2, 2022 - completed	<u>Applicant</u>
<u>Provision of First Progress Payment</u> September 2, 2022 - completed	<u>Applicant</u>
<u>Applicant and Public Utility Establish Retail Service Request</u> January 15, 2024	<u>Both</u>
<u>*Applicant Initial Design Package Provided</u> January 15, 2024	<u>Applicant</u>
<u>Public Utility Engineering & Procurement Commences</u> March 4, 2024	<u>Public Utility</u>
<u>Applicant Property/Permits/ROW Procured</u> May 6, 2024	<u>Applicant</u>
<u>Public Utility Property/Permits/ROW Procured</u> October 2, 2024	<u>Public Utility</u>
<u>*Applicant Final Design Package Provided</u> October 3, 2024	<u>Applicant</u>
<u>Public Utility Engineering Design Complete</u> November 11, 2024	<u>Public Utility</u>
<u>Construction Begins</u> January 2, 2025	<u>Public Utility</u>
<u>Applicant Maintenance and Commissioning Plans Provided</u> August 7, 2025	<u>Applicant</u>
<u>Applicant and Public Utility Construction Complete</u>	<u>Both</u>



Interconnection Agreement for a Community Solar Project

September 5, 2025

<u>Public Utility Commissioning Activities Complete</u>	<u>Public Utility</u>
September 19, 2025	

<u>Public Utility Commissioning Document Review Complete</u>	<u>Public Utility</u>
September 21, 2025	

<u>Applicant’s Facilities Receive Backfeed Power</u>	<u>Applicant</u>
September 22, 2025	

<u>Initial Synchronization/Generation Testing</u>	<u>Applicant</u>
September 24, 2025	

<u>Commercial Operation</u>	<u>Both</u>
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.

* Any design modifications to the Interconnection Customer’s Community Solar Project after this date requiring updates to the Public Utility’s network model will result in a minimum of 3 months added to all future milestones including Commercial Operations.

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>
September 2, 2022		
(or when Interconnection Agreement is executed)	\$10,000	\$10,000 - paid
January 2, 2024	\$152,500	\$61,000



Interconnection Agreement for a Community Solar Project

July 2, 2024	\$152,500	\$122,000
September 2, 2024	\$152,500	\$183,000
December 2, 2024	\$152,500	\$244,000

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

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 Buckaroo Solar 2, LLC (OCS063), 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 September 30, 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 19:11:19
-07'00'

Title: Dir., Transmission Svcs

Date: 05/22/2023

Buckaroo Solar 2, LLC (OCS063)

By: D Hale

Title: Managing Member

Date: 5/5/23



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
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<u>Public Utility Engineering & Procurement Commences</u> March 4, 2024	<u>Public Utility</u>
<u>Applicant Property/Permits/ROW Procured</u> May 6, 2024	<u>Applicant</u>
<u>Public Utility Property/Permits/ROW Procured</u> October 2, 2024	<u>Public Utility</u>
<u>*Applicant Final Design Package Provided</u> October 3, 2024	<u>Applicant</u>
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Interconnection Agreement for a Community Solar Project

September 5, 2025

<u>Public Utility Commissioning Activities Complete</u>	<u>Public Utility</u>
September 19, 2025	

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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>
September 2, 2022		
(or when Interconnection Agreement is executed)	\$10,000	\$10,000 – paid
January 2, 2024	\$118,000	\$47,200



Interconnection Agreement for a Community Solar Project

July 2, 2024	\$118,000	\$94,400
September 2, 2024	\$118,000	\$141,600
December 2, 2024	\$118,000	\$188,800

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



Interconnection Agreement for a Community Solar Project

This Interconnection Agreement for a Community Solar Project (“Agreement”) is made and entered into this 30th day of [September, 2022](#), by and between Buckaroo Solar 2, LLC, a limited liability company organized and existing under the laws of the State of Oregon, (“Interconnection Customer” or “Applicant”) and PacifiCorp, a corporation, existing under the laws of the State of Oregon, (“Public Utility”). The Interconnection Customer and Public Utility may be referred to hereinafter singly as a “Party” or collectively as the “Parties.”

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Community Solar Project, consistent with the Application completed on February 4, 2021;

Whereas, the Interconnection Customer desires to interconnect the Community Solar Project with Public Utility’s Distribution System (“Distribution System”) in the State of Oregon; and

Whereas, the interconnection of the Community Solar Project and the Public Utility’s Distribution System is subject to the jurisdiction of the Public Utility Commission of Oregon (“Commission”) and are governed by OPUC Rule OAR 860, Division 088 (the “Rule”) and Public Utility’s Community Solar Interconnection Procedures (“CSP Interconnection Procedures”)

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

Article 1. **Scope and Limitations of Agreement**

1.1 **Scope**

This Agreement establishes the standard terms and conditions under which the Community Solar Project with a Nameplate Capacity of no more than 3 megawatts (“MW”) will interconnect to, and operate in Parallel with, the Public Utility’s Distribution System. The Commission has approved standard terms and conditions governing this class of interconnection. Any additions, deletions or changes to the standard terms and conditions of interconnection as mutually agreed to by the Parties must be approved by the Commission. Terms with initial capitalization, when used in this Agreement, shall have the meanings given in the CSP Interconnection Procedures. This Agreement shall be construed where possible to be consistent with the Rule and the CSP Interconnection Procedures; to the extent this Agreement conflicts with the Rule or the CSP Interconnection Procedures, the Rule or CSP Interconnection Procedures shall take precedence.

1.2 **Definitions**

Unless defined in this Agreement, when used in this Agreement, with initial capitalization, the terms specified shall have the meanings given in CSP Interconnection Procedures.

1.3 **No Agreement Regarding Power Purchase, Transmission, or Delivery**

This Agreement does not constitute an agreement to purchase, transmit, or deliver any power



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or capacity from the interconnected Community Solar Project nor does it constitute an electric service agreement.

1.4 Other Agreements

Nothing in this Agreement is intended to affect any other agreement between the Public Utility and the Interconnection Customer or any other interconnected entity. If the provisions of this Agreement conflict with the provisions of any other Public Utility tariff or the CSP Interconnection Procedures, the Public Utility tariff or CSP Interconnection Procedures, as applicable, shall control.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws.

1.5.2 The Interconnection Customer will construct, own, operate, and maintain its Community Solar Project in accordance with this Agreement, IEEE Standard 1547 (2003 ed), IEEE Standard 1547.1 (2005 ed), the National Electrical Code (2005 ed) and applicable standards required by the Commission and this Agreement.

1.5.3 Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Interconnection. Each Party shall provide Interconnection Facilities that adequately protect the other Parties' facilities, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities is prescribed in the Rule and this Agreement and the attachments to this Agreement.

1.6 Parallel Operation and Maintenance Obligations

Once the Community Solar Project has been authorized to commence Parallel Operation by execution of this Agreement and satisfaction of Article 2.1 of this Agreement, the Interconnection Customer will abide by all written provisions for operating and maintenance as required by this Agreement and any attachments to this Agreement as well as by the Rule and as detailed by the Public Utility in a certification form, "Operations Form", title "Interconnection Equipment As-Built Specifications, Initial Settings and Operating Requirements."

1.7 Metering & Monitoring

The Interconnection Customer will be responsible for metering and monitoring as required by the CSP Interconnection Procedures and as may be detailed in any attachments to this Agreement.

1.8 Power Quality

The Interconnection Customer will design its Community Solar Project to maintain a composite power delivery at continuous rated power output at the Point of Interconnection



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that meets the requirements set forth in IEEE 1547. The Public Utility may, in some circumstances, also require the Interconnection Customer to follow voltage or VAR schedules used by similarly situated, comparable generators in the control area. Any special operating requirements will be detailed in Operations Form and completed by the Public Utility as required by the Rule. The Public Utility shall not impose additional requirements for voltage or reactive power support outside of what may be required to mitigate impacts caused by interconnection of the Community Solar Project to the Public Utility's system.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer will test and inspect its Community Solar Project and Interconnection Facilities prior to interconnection in accordance with IEEE 1547 Standards as provided for in the Rule. The Interconnection will not be final and the Community Solar Project shall not be authorized to operate in parallel with the Public Utility's Distribution System until the Witness Test and Certificate of Completion provisions in the Rule have been satisfied. The Interconnection Customer shall pay or reimburse the Public Utility for its costs to participate in the Witness Test. Operation of the Community Solar Project requires an effective Interconnection Agreement; electricity sales require a power purchase agreement.

To the extent that the Interconnection Customer decides to conduct interim testing of the Community Solar Project prior to the Witness Test, it may request that the Public Utility observe these tests. If the Public Utility agrees to send qualified personnel to observe any interim testing proposed by the Interconnection Customer, the Interconnection Customer shall pay or reimburse the Public Utility for its cost to participate in the interim testing. If the Interconnection Customer conducts interim testing and such testing is observed by the Public Utility and the results of such interim testing are deemed acceptable by the Public Utility (hereinafter a "Public Utility-approved interim test"), then the Interconnection Customer may request that such Public Utility-approved interim test be deleted from the final Witness Testing. If the Public Utility elects to repeat any Public Utility-approved interim test as part of the final Witness Test, the Public Utility will bare its own expenses associated with participation in the repeated Public Utility-approved interim test.

2.2 Right of Access:

As provided in the CSP Interconnection Procedures, the Public Utility will have access to the Interconnection Customer's premises for any reasonable purpose in connection with the Interconnection Application or any Interconnection Agreement that is entered in to pursuant to the Rule and CSP Interconnection Procedures or if necessary to meet the legal obligation to provide service to its customers. Access will be requested at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition.



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Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

The Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

The Agreement will be effective on the Effective Date and will remain in effect for a period of twenty (20) years from the commercial operations date or the life of the power purchase agreement, whichever is shorter.

3.3 Termination

No termination will become effective until the Parties have complied with all provisions of the CSP Interconnection Procedures and this Agreement that apply to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Public Utility twenty (20) Business Days written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 5.6 of this Agreement.

3.3.3 The Commission may order termination of this Agreement.

3.3.4 Upon termination of this Agreement, the Community Solar Project will be disconnected from the Public Utility's Distribution System at the Interconnection Customer's expense. The termination of this Agreement will not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this Article 3.3 shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

The Public Utility or Interconnection Customer may temporarily disconnect the Community Solar Project from the Public Utility's Distribution System for so long as reasonably necessary, as provided in the CSP Interconnection Procedures, in the event one or more of the following conditions or events occurs:

3.4.1 Under emergency conditions, the Public Utility or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Community Solar Project without advance notice to the other Party. The Public Utility shall notify the Interconnection Customer promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Community Solar Project operation. The Interconnection Customer will notify the Public Utility promptly when it becomes aware of an emergency condition that may reasonably be expected to affect the Public Utility's Distribution System. To the extent information is known, the notification shall describe the emergency condition, the extent of the



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damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

- 3.4.2 For routine Maintenance, Parties will make reasonable efforts to provide five Business Days' notice prior to interruption caused by routine maintenance or construction and repair to the Community Solar Project or Public Utility's Distribution System and shall use reasonable efforts to coordinate such interruption.
- 3.4.3 The Public Utility shall use reasonable efforts to provide the Interconnection Customer with prior notice of forced outages of the Distribution System. If prior notice is not given, the Public Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 For disruption or deterioration of service, where the Public Utility determines that operation of the Community Solar Project will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Community Solar Project could cause damage to the Public Utility's Distribution System, the Public Utility may disconnect the Community Solar Project. The Public Utility will provide the Interconnection Customer upon request all supporting documentation used to reach the decision to disconnect. The Public Utility may disconnect the Community Solar Project if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time which shall be at least five Business Days from the date the Interconnection Customer receives the Public Utility's written notice supporting the decision to disconnect, unless emergency conditions exist, in which case the provisions of 3.4.1 of the agreement apply.

3.5 Restoration of interconnection:

The Parties shall cooperate with each other to restore the Community Solar Project, Interconnection Facilities, and Public Utility's Distribution System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to Article 3.4.

Article 4. Cost Responsibility and Billing:

As provided in the CSP Interconnection Procedures, the Applicant is responsible for the cost of all facilities, equipment, modifications and upgrades needed to facilitate the interconnection of the Community Solar Project to the Public Utility's Distribution System.

4.1 Minor Distribution System Modifications:

As provided in the CSP Interconnection Procedures addressing Tier 2 review, it may be necessary for the Parties to construct certain Minor Modifications to interconnect under Tier 2 review. The Public Utility has itemized any required Minor Modifications in the



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attachments to this Agreement, including a good-faith estimate of the cost of such Minor Modifications and the time required to build and install such Minor Modifications. The Interconnection Customer agrees to pay the costs of such Minor Modifications.

4.2 Interconnection Facilities:

The Public Utility has identified under the review procedures of a Tier 2 review or under a Tier 4 Facilities Study, the Interconnection Facilities necessary to safely interconnect the Community Solar Project with the Public Utility. The Public Utility has itemized the required Interconnection Facilities in the attachments to this Agreement, including a good-faith estimate of the cost of the facilities and the time required to build and install those facilities. The Applicant is responsible for the cost of the Interconnection Facilities.

4.3 Interconnection Equipment:

The Applicant is responsible for all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its Interconnection Equipment.

4.4 System Upgrades:

The Public Utility will design, procure, construct, install, and own any System Upgrades. The actual cost of the System Upgrades, including overheads, will be directly assigned to an Applicant. In such cases when there are multiple Community Solar Facilities on a single circuit of the Distribution System that are jointly studied, the Public Utility shall allocate the System Upgrade costs based on the proportional capacity of each Community Solar Project. The cost sharing will be detailed in the Attachments to this Agreement. If a Community Solar Project that has been jointly studied and allocated a share of system upgrade costs withdraws, the Company will reassess the System Upgrades needed to complete the interconnection(s) and reallocate the System Upgrade costs to the remaining Community Solar Project(s) using the same methodology.

4.5 Adverse System Impact:

The Public Utility is responsible for identifying the possible Affected Systems and coordinating with those identified Affected Systems, to the extent reasonably practicable, to allow the Affected System owner an opportunity to identify Adverse System Impacts on its Affected System, and to identify what mitigation activities or upgrades may be required on the Public Utility's system or on the Affected System to address impacts on Affected Systems and accommodate a Community Solar Project. Such coordination with Affected System owners shall include inviting Affected System owners to scoping meetings between the Public Utility and the Applicant and providing the Affected System owner with study results and other information reasonably required and requested by the Affected System owner to allow the Affected System owner to assess impacts to its system and determine required mitigation, if any, for such impacts. The Parties acknowledge that the Public Utility cannot compel the participation of the Affected System owner and that the Public Utility is not itself responsible for identifying impacts or mitigation associated with an Affected System. The actual cost of any actions taken to address the Adverse System Impacts, including overheads, shall be directly assigned to the Interconnection Customer. The



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Interconnection Customer may be entitled to financial compensation from other Public Utilities or other Interconnection Customers who, in the future, utilize the upgrades paid for by the Interconnection Customer, to the extent allowed or required by the Commission. Such compensation will only be available to the extent provided for in the separate rules or Commission order. If the Parties have actual knowledge of an Adverse System Impact on an Affected System, the Applicant shall not interconnect and operate its Community Solar Project in parallel with the Public Utility's system, and the Public Utility shall not authorize or allow the continued interconnection or parallel operation of the Community Solar Project, unless and until such Adverse System Impact has been addressed to the reasonable satisfaction of the Affected System owner.

4.6 Deposit and Billings:

The Applicant agrees to pay to the Public Utility a deposit toward the cost to construct and install any required Interconnection Facilities and/or System Upgrades. The amount of the deposit shall be (select one of the following):

The Parties have agreed to progress payments and final payment under the schedule of payments attached to this Agreement; the Applicant shall pay a deposit equal to the lesser of (a) 25 percent of the estimated cost of the Interconnection Facilities and System Upgrades, or (b) \$10,000 – the amount of the deposit shall be \$10,000.

or

The Parties have not agreed to progress payments, the Applicant shall pay 100% of estimated costs as detailed in the Attachments to this agreement prior to the commencement of work.

If the actual costs of Interconnection Facilities and/or System Upgrades are different than the deposit amounts and/or progress and final payments provided for above, then the Applicant shall pay the Public Utility any balance owing or the Public Utility shall refund any excess deposit or progress payment within 20 Business Days of the date actual costs are determined.

If the Applicant's request to interconnect was jointly studied by the Company and the Applicant withdrawals, then any deposits or payments made by the withdrawing Applicant will be applied as a bill credit to not-yet-invoiced study costs for other remaining CSP Applicants that were jointly studied. Any remaining deposits or payments after the bill credits have been issued will be returned to the withdrawing Applicant.

Article 5. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

5.1 Assignment

The Interconnection Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice. Except as provided in Articles 5.1.1 and 5.1.2, said assignment



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shall only be valid upon the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

- 5.1.1 Either Party may assign the Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), 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 Agreement;
- 5.1.2 The Interconnection Customer shall have the right to assign the Agreement, without the consent of the Public Utility, for collateral security purposes to aid in providing financing for the Community Solar Project. For Community Solar Project systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.
- 5.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the assigning Interconnection Customer.
- 5.1.4 Any assignment not specifically approved by the Project Manager or the Program Administrator shall similarly be declared void and ineffective.

5.2 Limitation of Liability and Consequential Damages

A Party is liable for any loss, cost claim, injury, or expense including reasonable attorney's fees related to or arising from any act or omission in its performance of the provisions of this Agreement entered into pursuant to the Rule except as provided for in ORS 757.300(4)(c). Neither Party will seek redress from the other Party in an amount greater than the amount of direct damage actually incurred.

5.3 Indemnity

- 5.3.1 Liability under this Article 5.3 is exempt from the general limitations on liability found in Article 5.2.
- 5.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified person.



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- 5.3.3 If an indemnified person is entitled to indemnification under this Article 5.3 as a result of a claim by a third party, and the indemnifying party fails, after notice and reasonable opportunity to proceed under this Article 5.3, to assume the defense of such a claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 5.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this Article 5.3, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 5.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article 5.3 may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 5.3.6 The indemnifying party shall have the right to assume the defense thereof with counsel designated by such indemnifying party and reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.
- 5.3.7 The indemnified person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying party. Notwithstanding the foregoing, the indemnifying party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the indemnified person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the indemnified person, or there exists a conflict or adversity of interest between the indemnified person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the indemnified person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified person, which shall not be reasonably withheld, conditioned or delayed.

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5.4 Consequential Damages

Neither Party shall be liable to the other Party, under any provision of this Agreement, for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

5.5 Force Majeure

5.5.1 As used in this Agreement, a Force Majeure Event shall mean “any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.”

5.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event. Until the Force Majeure Event ends the Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party will use reasonable efforts to resume its performance as soon as possible. The Parties shall immediately report to the Commission should a Force Majeure Event prevent performance of an action required by the Rule that the Rule does not permit the Parties to mutually waive.

5.6 Default

5.6.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party. Upon a breach, the non-breaching Party shall give written notice of such breach to the breaching Party. Except as provided in Article 5.6.2, the breaching Party shall have sixty (60) Calendar Days from receipt of the beach notice within which to cure such breach;



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provided however, if such breach is not capable of cure within 60 Calendar Days, the breaching Party shall commence such cure within twenty (20) Calendar Days after notice and continuously and diligently complete such cure within six months from receipt of the breach notice; and, if cured within such time, the breach specified in such notice shall cease to exist.

- 5.6.2 If a breach is not cured as provided for in this Article 5.6, or if a breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. Alternatively, the non-breaching Party shall have the right to seek dispute resolution with the Commission in lieu of default. The provisions of this Article 5.6 will survive termination of the Agreement.

Article 6. Insurance

- 6.1** The Public Utility may not require the Community Solar Project to maintain general liability insurance in relation to the interconnection of the Community Solar Project with an Electric Nameplate Capacity of 200 kW or less. With regard to the interconnection of a Community Solar Project, the Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement general liability insurance sufficient to protect any person (including the Public Utility) who may be affected by the Interconnection Customer's Community Solar Project and its operation and such insurance shall be sufficient to satisfy the Interconnection Customer's indemnification responsibilities under Article 5.3 of this Agreement.
- 6.2** Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, the Interconnection Customer shall provide the Public Utility with certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 6.3** All insurance required by this Article 6 shall name the Public Utility, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition. The Interconnection Customer's insurance shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. The



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insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

- 6.4** 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 Agreement.
- 6.5** The requirements contained herein as to insurance are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

Article 7. Dispute Resolution

Parties will adhere to the dispute resolution provisions in the CSP Interconnection Procedures.

Article 8. Miscellaneous

8.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of the Agreement and each of its provisions shall be governed by the laws of the State of Oregon, without regard to its conflicts of law principles. The Agreement is subject to all applicable laws. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.

8.2 Amendment

The Parties may mutually agree to amend the Agreement by a written instrument duly executed by both Parties in accordance with provisions of the Rule and applicable Commission Orders and provisions of the laws of the State of Oregon.

8.3 No Third-Party Beneficiaries

The Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

8.4 Waiver

- 8.4.1** The failure of a Party to the Agreement to insist, on any occasion, upon strict performance of any provision of the Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 8.4.2** The Parties may agree to mutually waive a section of this Agreement so long as prior Commission approval of the waiver is not required by the Rule.



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8.4.3 Any waiver at any time by either Party of its rights with respect to the Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of the Agreement. Any waiver of the Agreement shall, if requested, be provided in writing.

8.5 Entire Agreement

This Agreement, including any supplementary Form attachments that may be necessary, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

8.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

8.7 No Partnership

This Agreement will not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

8.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority; (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.

8.9 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor, or designating a third party agent as one responsible for a specific obligation or act required in this Agreement (collectively subcontractors), as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party will require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party will remain primarily liable to the other Party for the performance of such subcontractor.

8.9.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires



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as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor of such Party.

8.9.2 The obligations under this Article 8.9 will not be limited in any way by any limitation of subcontractor's insurance.

8.10 Reservation of Rights

Either Party will have the right to make a unilateral filing with the Commission to modify this Agreement. This reservation of rights provision will include but is not limited to modifications with respect to any rates terms and conditions, charges, classification of service, rule or regulation under CSP Interconnection Procedures rates or any applicable State or Federal law or regulation. Each Party shall have the right to protest any such filing and to participate fully in any proceeding before the Commission in which such modifications may be considered.

Article 9. Notices and Records

9.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

9.2 Records

The Public Utility will maintain a record of all Interconnection Agreements and related Form attachments for as long as the interconnection is in place as required by the CSP Interconnection Procedures. The Public Utility will provide a copy of these records to the Interconnection Customer within 15 Business Days if a request is made in writing.

If to the Interconnection Customer:

Interconnection Customer: Buckaroo Solar 2, LLC
Attention: Daniel Hale
Address: PO Box 549
City: Stanfield State: OR Zip: 97875
Phone: 323-480-3835 E-mail: PM2@buckaroosolar.com

If to Public Utility:

Public Utility: PacifiCorp
Attention: Transmission Services
Address: 825 N.E. Multnomah Street, Suite 550



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City: Portland State: OR Zip: 97232
Phone: 503-813-6077 Fax: 503-813-6873

9.3 **Billing and Payment**

Billings and payments shall be sent to the addresses set out below: (complete if different than article 9.2 above)

If to the Interconnection Customer

Interconnection Customer: Buckaroo Solar 2, LLC
Attention: Daniel Hale
Address: PO Box 549
City: Stanfield State: OR Zip: 97875
Phone: 323-480-3835 E-mail: PM2@buckaroosolar.com

If to Public Utility

Public Utility: PacifiCorp Transmission
Attention: Central Cashiers Office
Address: 825 N.E. Multnomah Street, Suite 550
City: Portland State: OR Zip: 97232

9.4 **Designated Operating Representative**

The Parties will designate operating representatives to conduct the communications which may be necessary or convenient for the administration of the operations provisions of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities (complete if different than article 9.2 above)

Interconnection Customer's Operating Representative:

Interconnection Customer: Buckaroo Solar 1, LLC
Attention: Daniel Hale
Address: PO Box 549
City: Stanfield State: OR Zip: 97875
Phone: 323-480-3835 E-mail: PM1@buckaroosolar.com

Public Utility's Operating Representative: PacifiCorp

Attention: Grid Operations
Address: 9915 S.E. Ankeny Street
City: Portland State: OR Zip: 97216
Phone: 503-251-5197 Fax: 503-251-5228



Interconnection Agreement for a Community Solar Project

9.5 Changes to the Notice Information

Either Party may change this notice information by giving five Business Days written notice prior to the effective date of the change.

Article 10. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For Public Utility:

Name: **Rick Vail** Digitally signed by Rick Vail
Date: 2022.09.01 05:57:38 -07'00'

Rick Vail

Title: VP, Transmission

Date: 09/01/2022

For the Applicant/Interconnection Customer:

Name: D Hale

Daniel Hale

Title: Managing Member

Date: 8/25/2022



Interconnection Agreement for a Community Solar Project

Attachment 1

Description of Interconnection Facilities And Metering Equipment Operated or Maintained by the Public Utility

Community Solar Project: Forty-nine (49) CHINT SCA60KTL 60 kW inverters connect to two (2) 1.5 MVA 480V – 12.47kV transformers (Z=5.75%), on the transformers high-side is a 200 kVA grounding bank (Z=5.75%). Total requested output is 2.99 MW. See Attachment 2.

Interconnection Customer Interconnection Facilities: A relay controlled recloser and Public Utility accessible disconnect switch. See Attachment 2.

Public Utility's Interconnection Facilities: Bi-directional metering, transfer trip equipment, disconnect switch, and associated poles/structures. See Attachment 2.

Estimated Cost of Public Utility's Interconnection Facilities: Estimated cost of Public Utility's Interconnection Facilities directly assigned to Interconnection Customer: \$161,000.

Estimated Annual Operation and Maintenance Cost of Public Utility's Interconnection Facilities: \$250.

Interconnection Customer shall be responsible for Public Utility's actual cost for maintenance of the Public Utility's Interconnection Facilities.

Point of Interconnection: The point where the Public Utility's Interconnection Facilities connect to the Public Utility's 12.47 kV distribution circuit 5W202 out of Buckaroo substation. See Attachment 2.

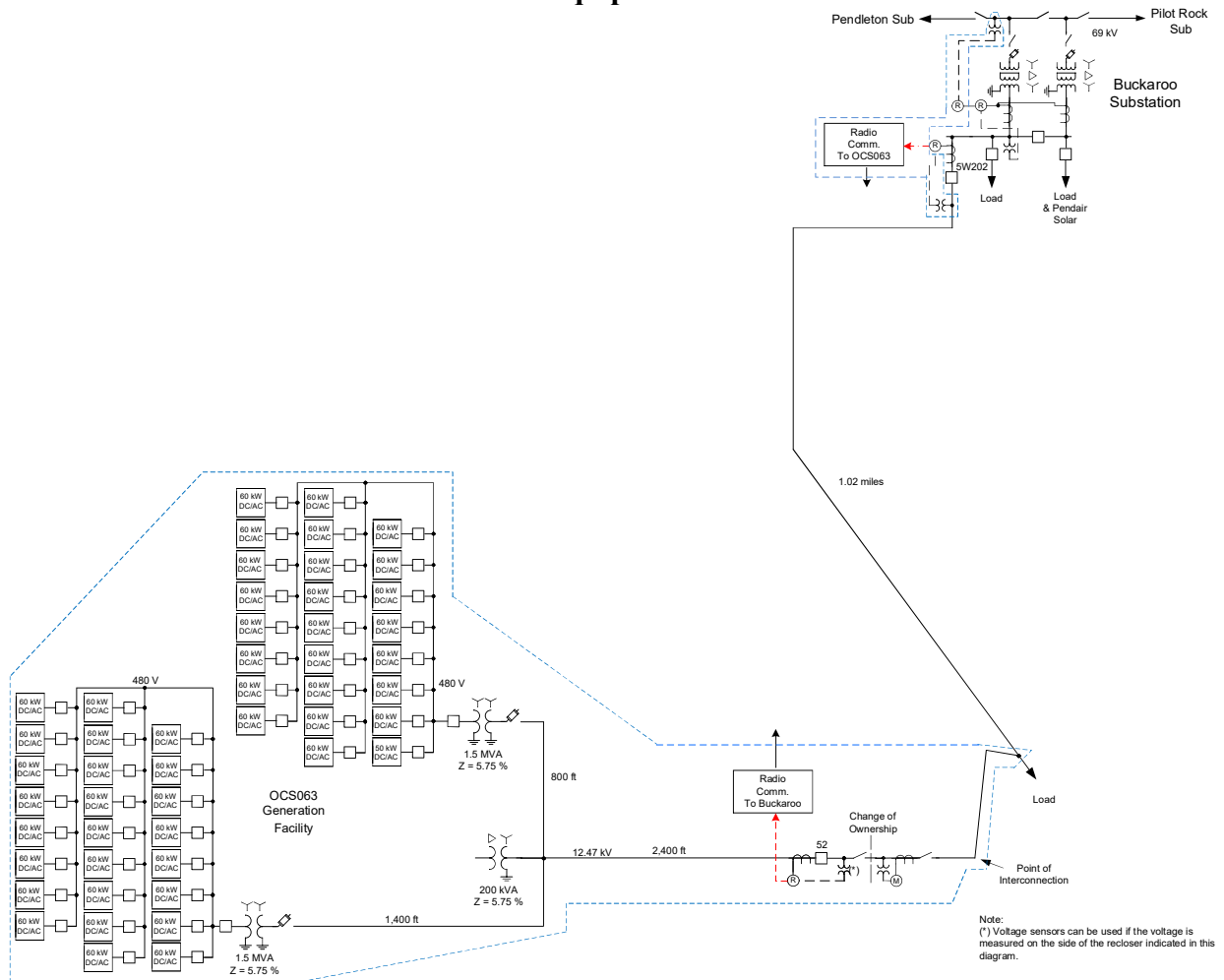
Point of Change of Ownership: The point where the Interconnection Customer's Interconnection Facilities connect to the Public Utility's Interconnection Facilities. See Attachment 2.



Interconnection Agreement for a Community Solar Project

Attachment 2

One-line Diagram Depicting the Generating Facility, Interconnection Facilities, and Metering Equipment





Interconnection Agreement for a Community Solar Project

Attachment 3

Milestones

Estimated In-Service Date: July 21, 2023

Critical milestones and responsibility as agreed to by the Parties:

Milestone/Date	Responsible Party
Execute Interconnection Agreement September 2, 2022	Applicant
Provision of First Progress Payment September 2, 2022	Applicant
Applicant and Public Utility Establish Retail Service Request September 16, 2022	Both Parties
*Applicant Initial Design Package Provided September 16, 2022	Applicant
Public Utility Engineering & Procurement Commences October 17, 2022	Public Utility
Applicant Property/Permits/ROW Procured October 31, 2022	Applicant
Public Utility Property/Permits/ROW Procured January 6, 2023	Public Utility
*Applicant Final Design Package Provided February 1, 2023	Applicant
Public Utility Engineering Design Complete June 9, 2023	Public Utility
Construction Begins July 24, 2023	Public Utility
Applicant Maintenance and Commissioning Plans Provided August 11, 2023	Applicant
Applicant and Public Utility Construction Complete	Both Parties



Interconnection Agreement for a Community Solar Project

November 9, 2023

Public Utility Commissioning Activities Complete
November 15, 2023
Public Utility

Public Utility Commissioning Document Review Complete
November 21, 2023
Public Utility

Applicant’s Facilities Receive Backfeed Power
November 22, 2023
Applicant

Initial Synchronization/Generation Testing
November 28, 2023
Applicant

Commercial Operation
November 30, 2023
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. 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.

* Any design modifications to the Interconnection Customer’s Community Solar Project after this date requiring updates to the Public Utility’s network model will result in a minimum of 3 months added to all future milestones including Commercial Operations.

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 checked="" type="checkbox"/>
<u>Funds due no later than</u> <u>September 2, 2022</u> (or when Interconnection Agreement is executed)	<u>Levelized Option</u> \$10,000	<u>Stepped Option</u> \$10,000



Interconnection Agreement for a Community Solar Project

October 31, 2022	\$118,000	\$47,200
January 6, 2023	\$118,000	\$94,400
April 6, 2023	\$118,000	\$141,600
July 14, 2023	\$118,000	\$188,800

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



Interconnection Agreement for a Community Solar Project

Attachment 4

Additional Operating Requirements for the Public Utility's Transmission System and/or Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

The interconnection of the Community Solar Project is subject to the rules contained within the CSP Interconnection Procedures. The interconnection of the Community Solar Project to the Public Utility's Distribution System shall be subject to, and the Interconnection Customer shall operate the Community Solar Project in accordance with, the Public Utility's policies governing interconnection of generation facilities to the Distribution System entitled "Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)" (or, "Policy 138") which policy document is available upon request from the Public Utility and is incorporated by this reference as part of the Interconnection Agreement between the Parties. In the event of a conflict between any aspect of this Attachment 4 (including without limitation the Public Utility's policies governing interconnection of generation facilities to the distribution system or the transmission system) and the rules contained in the CSP Interconnection Procedures, the rules shall prevail.

Parallel Operation. Interconnection Customer may operate the Community Solar Project in parallel with the Public Utility's Transmission System or Distribution System (collectively the "Electrical System"), but subject at all times to any operating instructions that the Public Utility's dispatch operators may issue and in accordance with all the provisions of this Interconnection Agreement and Good Utility Practice, and any other conditions imposed by the Public Utility in its sole discretion.

Community Solar Project Operation Shall Not Adversely Affect the Public Utility's Distribution System. Interconnection Customer shall operate the Community Solar Project in such a manner as not to adversely affect the Public Utility's Distribution System or any other element of the Public Utility's electrical system. Interconnection Customer's Community Solar Project shall deliver not more than the Design Capacity of 2.99 MW. Except as otherwise required by this Interconnection Agreement, Interconnection Customer shall operate the Community Solar Project in a manner compatible with the Public Utility's applicable voltage level and fluctuating voltage guidelines, titled "Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)", as it may be amended or superseded from time to time in the Public Utility's reasonable discretion, at the Point of Interconnection during all times that the Community Solar Project is connected and operating in parallel with the Public Utility's Distribution System. In its sole discretion, the Public Utility may specify rates of change in Interconnection Customer's deliveries to the Public Utility's Distribution System during any start-up of the Community Solar Project, in accordance with the above referenced policy.

Maximum Authorized Power Flow. The Community Solar Project shall not be operated in a manner that results in the flow of electric power onto the Public Utility's Distribution System during any fifteen (15) minute interval at levels in excess of 2990kVA from the Community Solar Project. If this provision is



Interconnection Agreement for a Community Solar Project

violated, the Public Utility may terminate this Interconnection Agreement or lock the Interconnection Customer Disconnect Switch in the open position until such time as: (a) the Public Utility has studied the impact of additional generation on the Distribution System (at Interconnection Customer's cost and pursuant to a new study agreement between the Public Utility and Interconnection Customer) and the interconnection has been upgraded (at Interconnection Customer's cost and pursuant to a new or amended Facilities Construction Agreement and a new or amended Interconnection Agreement as deemed necessary by the Public Utility) in any manner necessary to accommodate the additional generation; or (b) the Interconnection Customer has modified the Community Solar Project or Interconnection Customer's Interconnection Facilities in such manner as to insure to the Public Utility's satisfaction that the Community Solar Project will no longer cause electric power to flow onto the Public Utility's Distribution System at a level in excess of 2990kVA.

Harmonic Distortion or Voltage Flicker. Notwithstanding the study results, upon notice from the Public Utility that operation of the Community Solar Project is producing unacceptable harmonic distortions or voltage flicker on the Public Utility's Distribution System, Interconnection Customer shall at its sole cost remedy such harmonic distortions or voltage flicker within a reasonable time in accordance with Policy 138.

Reactive Power. Interconnection Customer shall at all times control the flow of reactive power between the Community Solar Project and the Public Utility's Distribution System within limits established in Policy 138. There shall be no obligation to pay for any Kvar or Kvar Hours flowing between Parties under terms of this agreement.

Islanding. If at any time during the term of this Interconnection Agreement the interconnection of the Community Solar Project to the Public Utility's Distribution System results in a risk of electrical islanding, or actual occurrences of electrical islanding, which the Public Utility reasonably concludes are incompatible with Good Utility Practice, the Parties shall (as necessary) study the issue and implement a solution that will eliminate or mitigate the risk of electrical islanding to a level deemed acceptable by the Public Utility. All costs associated with addressing any electrical islanding problems as required by this paragraph shall be paid by the Interconnection Customer, including without limitation any study costs, engineering costs, design costs, or costs to procure, install, operate and/or maintain required interconnection facilities or protective devices.

Voltage Regulation and Power Factor. The Interconnection Customer agrees to operate at unity power factor, but shall have the ability to operate at a 95% leading or lagging power factor in accordance with Policy 138. Prior to installation, Interconnection Customer shall provide the Public Utility with written notice of the device and/or operational constraints selected to satisfy this requirement and shall obtain the Public Utility's written approval of such device and/or operational constraints, which approval shall not be unreasonably withheld. In the event Interconnection Customer fails to operate the Community Solar Project within the voltage regulation constraints of Policy 138, the Public Utility may disconnect the Community Solar Project.



Interconnection Agreement for a Community Solar Project

Modification of Nominal Operating Voltage Level. By providing Interconnection Customer with a one hundred and eighty (180) day notice, the Public Utility may at its sole discretion change the Public Utility's nominal operating voltage level at the Point of Interconnection. In the event of such change in voltage level Interconnection Customer shall, at Interconnection Customer's sole expense, modify Interconnection Customer's Interconnection Facilities as necessary to accommodate the modified nominal operating voltage level. Interconnection Customer has been informed that initial use of a dual voltage Interconnection Customer may ameliorate the cost of accommodating a change in nominal operating voltage level.

Equipment Failure. Interconnection Customer acknowledges that it is responsible for repair or replacement of Interconnection Customer's primary transformer and for any and all other components of the Community Solar Project and the Interconnection Customer's Interconnection Facilities. Interconnection Customer is aware that its inability to timely repair or replace its transformer or any other component of the Community Solar Project or Interconnection Customer's Interconnection Facility could result in Interconnection Customer's inability to comply with its responsibilities under this Interconnection Agreement and could lead to disconnection of the Community Solar Project from the Public Utility's Distribution System and/or termination of this Interconnection Agreement pursuant to the terms of this Interconnection Agreement. Interconnection Customer acknowledges that the risk of this result is born solely by Interconnection Customer and may be substantially ameliorated by Interconnection Customer's elective maintenance of adequate reserve or spare components including but not limited to the Interconnection Customer's primary transformer.

Operation and Maintenance of Facilities Not Owned by the Public Utility. Interconnection Customer shall maintain, test, repair, keep accounts current on, or provide for the proper operation of any and all interconnection facilities, including but not limited to telemetry and communication equipment, not owned by the Public Utility.

Metering and Telemetry Communications Equipment. Notwithstanding any language of the CSP Interconnection Procedures, Public Utility shall not require Interconnection Customer to install a redundant or back-up meter or other telemetry communications equipment. However, Public Utility reserves the right to request that the Oregon Public Utility Commission authorize Public Utility to require Interconnection Customer to be responsible for all reasonable costs associated with redundant metering and communications equipment installed at the Community Solar Project, upon a determination by Public Utility that such equipment is necessary to maintain compliance with the mandatory reliability standards enforced by the North American Electric Reliability Corporation and the Western Electricity Coordinating Council.

Property Requirements. Interconnection Customer is required to obtain for the benefit of Public Utility at Interconnection Customer's sole cost and expense all real property rights, including but not limited to fee ownership, easements and/or rights of way, as applicable, for Public Utility owned Facilities using Public Utility's standard forms. Public Utility shall not be obligated to accept any such real property right that does not, at Public Utility's sole discretion, confer sufficient rights to access, operate, construct, modify,



Interconnection Agreement for a Community Solar Project

maintain, place and remove Public Utility owned facilities or is otherwise not conveyed using Public Utility's standard forms. Further, all real property on which Public Utility's Facilities are to be located must be environmentally, physically and operationally acceptable to the Public Utility at its sole discretion. Interconnection Customer is responsible for obtaining all permits required by all relevant jurisdictions for the project, including but not limited to, conditional use permits and construction permits; provided however, Public Utility shall obtain, at Interconnection Customer's cost and schedule risk, the permits necessary to construct Public Utility's Facilities that are to be located on real property currently owned or held in fee or right by Public Utility. Except as expressly waived in writing by an authorized officer of Public Utility, all of the foregoing permits and real property rights (conferring rights on real property that is environmentally, physically and operationally acceptable to Public Utility) shall be acquired as provided herein as a condition to Public Utility's contractual obligation to construct or take possession of facilities to be owned by the Public Utility under this Agreement. Public Utility shall have no liability for any project delays or cost overruns caused by delays in acquiring any of the foregoing permits and/or real property rights, whether such delay results from the failure to obtain such permits or rights or the failure of such permits or rights to meet the requirements set forth herein. Further, any completion dates, if any, set forth herein with regard to Public Utility's obligations shall be equitably extended based on the length and impact of any such delays.

Relay and Control Settings. Interconnection Customer must allow the Public Utility to hold all Level 2 relay passwords for any control and/or protective device within their control at the Point of Interconnection and/or Community Solar Project which directly impacts the Public Utility's electrical system. Level 2 passwords are those which allow actual modifications to control and/or relay settings. This will ensure the Public Utility is aware of and approves any changes being made by the Interconnection Customer. Furthermore; this will ensure there are no negative impacts to the Public Utility's Electrical System or other existing customers. Should the Interconnection Customer require modification to the settings associated with control/protective devices connected to the Electrical System the Interconnection Customer will contact the Public Utility and provide in writing the justification and/or need for the proposed modification(s). This will allow the Public Utility time to analyze and ensure there are no negative impacts to the associated connected systems and customers. The Public Utility shall review any such request, respond in writing with acceptance or, if denied, the reasons for said denial. If accepted, the Public Utility shall release to the Interconnection Customer the required password(s) so that the Interconnection Customer may affect the agreed-upon changes. The Interconnection Customer shall notify the Public Utility when the changes are placed into effect. Any modifications of control and/or relay settings without review and acknowledgement of acceptance by Public Utility will be considered a breach of Interconnect Agreement and will lead to disconnection from the Public Utility's system.



Interconnection Agreement for a Community Solar Project

Attachment 5

Public Utility' s Description of its Upgrades and Best Estimate of Upgrade Costs

Distribution Upgrades: Install two sets of fuses and replace two new fuses and replace 2,100' of conductor.

System Upgrades: The following locations will require the System Upgrades described below:

- Install line relays, install three (3) 69 kV voltage transformers and install a single 12.5 kV voltage transformer at Buckaroo substation

Estimated cost is \$321,000.



Interconnection Agreement for a Community Solar Project

Attachment 6

Scope of Work

Community Solar Project Modifications

The following outlines the design, procurement, construction, installation, and ownership of equipment at the Applicant's Community Solar Project.

APPLICANT TO BE RESPONSIBLE FOR

- Design, construct, own and maintain the Applicant's generating facility and associated collector system.
- Operate the Community Solar Project under constant power factor mode with a unity power factor setting unless specifically requested otherwise by the Public Utility. The Community Solar Project is expressly forbidden from actively participating in voltage regulation of the Public Utilities system without written request or authorization from the Public Utility. The Community Solar Project shall have sufficient reactive capacity to enable the delivery of 100 percent of the plant output to the POI at unity power factor measured at 1.0 per unit voltage under steady state conditions.
- Operate the Community Solar Project so minimum power quality requirements in PacificCorp's Engineering Handbook section 1C are met, the standards are available at <https://www.pacificpower.net/about/power-quality-standards.html>. Requirements specified in the System Impact Study that exceed requirements in the Engineering Handbook section 1C power quality standards shall apply.
- As per NERC standard VAR-001-1, the Public Utility is required to specify voltage or reactive power schedule at the Point of interconnection. Under normal conditions, the Public Utility's system should not supply reactive power to the Community Solar Project.
- Install a transformer that will hold the phase to neutral voltages within limits when the Community Solar Project is isolated with the Public Utility's local system until the generation disconnects.
- Design, procure, install, and own a Public Utility approved 12.47 kV recloser containing a Schweitzer Engineering Laboratories ("SEL") 651R relay/controller to perform the following functions:
 - Detect faults on the 12.47 kV line and equipment at the Community Solar Generation Project
 - Detect faults on the 12.47 kV line to Buckaroo Substation
 - Monitor the unbalance current flowing through the grounding transformer and protect the transformer from damage due to phase unbalances on the 12.47 kV circuit
 - Monitor the voltage and react to under or over frequency, and /or magnitude of the voltage
 - Receive transfer trip from Buckaroo Substation



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- Procure and install instrument transformers or voltage sensors on the Public Utility side of the recloser.
- Input the settings provided by the Public Utility into the recloser relay.
- Provide the Public Utility Level 2 password control of the recloser relay.
- Terminate the control cable provided by the Public Utility in the recloser relay.
- Provide the Public Utility the necessary easement to allow the Public Utility to construct its line extension between its existing facilities and the Point of Change of Ownership.
- Provide Public Utility unfettered and maintained access to its interconnection facilities.
- Construct the Applicant's last pole at the Point of Change of Ownership to Public Utility's standard.
- Arrange for and provide permanent retail service for power that will flow from the Public Utility's system when the Project is not generating. Applicant shall coordinate with the Public Utility's customer service group establish a request number and account number.
- Provide any construction or backup retail service necessary for the Project.
- Provide the Public Utility a Professional Engineer ("PE") stamped maintenance plan for all Applicant protective equipment.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Coordinate with the Applicant to establish request and account numbers.
- Develop and provide overcurrent, voltage and frequency settings for the Applicant's recloser relay.
- Observe and provide acceptance of the relay settings in the Applicant's recloser relay.
- Observe and provide acceptance of the installation of the Applicant's final pole at the point of change of ownership.
- Terminate the final span of conductor onto the Applicant's final pole.
- Provide the Applicant control cable for Applicant to terminate to its recloser relay. Observe the installation and confirm connectivity and functionality of the transfer trip communications path.

Point of Interconnection

The following outlines the design, procurement, construction, installation, and ownership of equipment at the Point of Interconnection.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Design, procure, install, own and maintain at the Applicant's expense the required extension of the 12.47 kV facilities from Public Utility's existing facilities to the point of change of ownership including a minimum of two poles, conductor, cutouts, fuses, jumpers and a gang operated switch.
- Install an approximately 30' wood pole and spread spectrum radio equipment. The radio will be designed to establish a link with the Public Utility's Buckaroo substation.
- Provide the Interconnection Customer cable from its radio to the Interconnection Customer recloser.



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- Design, procure and install 12.47 kV revenue metering equipment for the Project including a revenue quality meter and instrument transformers.
- Provide and install a cellular connection for retail sales and generation accounting via the MV-90 translation system.

Other

The following outlines the design, procurement, construction, installation, and ownership of equipment past the Point of Interconnection.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Distribution Circuit
 - Replace two sets of existing fuses upstream of the POI and install new fuses on the two existing taps off the proposed route to the POI.
 - Remove approximately 1,100' for existing three, two and single phase conductor between transmission structures 10/7 and 12/7.
 - Install approximately 2,100' of new conductor between transmission structures 8/7 and 12/7.
 - Replace any of the transmission structures deemed as required during detailed design.
- Buckaroo Substation
 - Procure and install line relays to detect faults on the 69 kV line that feeds the substation.
 - Procure and install three 69 kV voltage transformers.
 - Procure and install a 12.5 kV voltage transformer on the low side of circuit breaker 5W202.
 - Install a dead line check control circuit on circuit breaker 5W202
 - Develop and implement a transfer trip scheme to disconnect the Interconnection Customer's Community Solar Project for the following:
 - Faults on circuit 5W202
 - Faults in the 69 – 12.47 kV transformers
 - Faults on the 69 kV lines to which Buckaroo substation is connected
 - Install an antenna on the existing microwave tower that will link to the radio system at the POI. Install supportive communications equipment to support the transfer trip scheme.



Interconnection Agreement for a Community Solar Project

Attachment 7

**Facility Connection (Interconnection) Requirements for Distribution Systems (34.5 kV and below)
(attached)**

CERTIFICATE OF SERVICE

In accordance with OAR 860-082-0085 and OAR 860-001-0180; I HEREBY CERTIFY that on April 4, 2024, I caused to be served a full and exact copy of the foregoing **Sunthurst Energy, LLC's Complaint** upon the parties shown below via:

- First Class Mail with postage prepaid, deposited in the US Mail at Tigard, Oregon
- hand delivery
- facsimile transmission
- overnight delivery
- e-mail
- OPUC EFILING SYSTEM, if registered at the party's e-mail address as recorded on the date of service in the eFiling system, pursuant to UTCR 21.100 addressed to the following parties at the address(es) listed below:

Kristopher Bremer Pacific Power 825 NE Multnomah, Suite 800 Portland, OR 97232 Kristopher.Bremer@PacifiCorp.com (electronic mail)	Filing Center Public Utility Commission of Oregon PO Box 1088 Salem, OR 97308-1088 PUC.FilingCenter@puc.oregon.gov (electronic mail and USPS First Class Mail)
Matthew Loftus Pacific Power 825 NE Multnomah, Suite 1600 Portland, OR 97232 Matthew.Loftus@PacifiCorp.com (electronic mail)	Pacific Power 825 NE Multnomah, Suite 2000 Portland, OR 97232 oregondockets@PacifiCorp.com (electronic mail)

Dated: April 4, 2024
s/ Kenneth E Kaufmann
Kenneth E Kaufmann
Attorney for Sunthurst Energy, LLC
OSB# 982672

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