

Via Electronic Mail

April 12, 2024

Filing Center
Public Utility Commission of Oregon
201 High St. SE
Salem, OR 97301

Re: *GREEN SOLAR, LLC v. PACIFICORP, dba PACIFIC POWER*
Docket No. UM 2305

Dear Filing Center:

Enclosed for filing in the above-reference docket, please find the following documents, which will be emailed separately:

- Green Solar's Complaint for Enforcement
 - Attachment A – Green Solar Notice of Complaint
 - Attachment B – Green Solar Executed Interconnection Agreement
 - Attachment C – PacifiCorp's Proposed Green Solar Interconnection Agreement Amendment from March 27, 2024
- Brandon Conard's Testimony and Affidavit on behalf of Green Solar
- Green Solar's Executive Summary
- Green Solar's Motion for Affirmative Relief
- Green Solar's Motion for Expedited Consideration
- Green Solar's Certificate of Service

Please do not hesitate to contact me with any questions.

Sincerely,



Dustin Prater

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**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

GREEN SOLAR, LLC,

Complainant,

v.

PACIFICORP d/b/a PACIFIC POWER,

Defendant.

DOCKET NO. UM 2305

COMPLAINT

EXPEDITED CONSIDERATION
REQUESTED

I. INTRODUCTION

This is a complaint (“Complaint”) for enforcement of an interconnection agreement (“IA”) filed by Green Solar, LLC (“Green Solar” or “Complainant”) with the Oregon Public Utility Commission (the “Commission” or “OPUC”) against PacifiCorp d/b/a Pacific Power (“PacifiCorp” or the “Company”) under Oregon Revised Statute (“ORS”) 756.500 and Oregon Administrative Rule (“OAR”) 860-082-0085. Green Solar files this Complaint for enforcement against PacifiCorp for violating the terms of Green Solar’s IA, and requests that the Commission direct PacifiCorp to interconnect its facility no later than May 14, 2024, which date is about a year and half after the scheduled Commercial Operation date in Green Solar’s IA.

Green Solar is a pre-certified Community Solar Project. Green Solar is fully constructed and ready to be energized and interconnected. However, energization of the project has been delayed due to PacifiCorp. Green Solar and its subscribers, including low-income customers of PacifiCorp, have been and will continue to be harmed unless the Commission requires PacifiCorp to interconnect Green Solar immediately, which includes energization and witness testing.

This Complaint is limited in scope and addresses only one issue at this time: the completion of interconnection of Green Solar to allow it to reach commercial operations, including energization and witness testing. Green Solar reserves its right to amend this Complaint to raise additional issues, including but not limited to those as contemplated in its Notice of Complaint. For example, Green Solar reserves its right to raise challenges related to the costs of interconnection and scope of work. Additionally, pursuant to OAR 860-082-0085(11), Green Solar reserves its right to conduct discovery if needed after Green Solar reviews PacifiCorp's answer and/or after Green Solar files an amended complaint.

Finally, Green Solar requests that the Commission institute penalties up to \$10,000 pursuant to ORS 756.990 against PacifiCorp and paid by PacifiCorp's shareholders for each day of interconnection delay beyond April 12, 2024, the date this Complaint has been filed.

II. SERVICE

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

Irion Sanger
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irion@sanger-law.com

Green Solar LLC
Attn: Brandon Conard
SolRiver Capital, LLC
1290 Broadway St., Suite 520
Denver, CO 80203
brandon@solrivercapital.com

Ellie Hardwick
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In support of this Complaint, Complainant alleges as follows:

III. IDENTITY OF THE PARTIES

1. PacifiCorp is an investor-owned public utility regulated by the Commission under ORS Chapter 757. PacifiCorp is headquartered at 825 NE Multnomah Street, Portland, Oregon 97232.

2. Green Solar, LLC is an Oregon limited liability company, the owner of a Qualifying Facility (“QF”) Community Solar Project, and will be the seller of the net output from that project. Green Solar’s mailing address is 1290 Broadway St., Suite 520, Denver, CO 80203, c/o SolRiver Capital, LLC.

IV. APPLICABLE STATUTES AND RULES

3. The Oregon statutes expected to be involved in this case include: ORS 756.040-756.068, 756.500-756.558, 756.990, 757.020, 757.325, 757.386, 758.010-758.035, and 758.505-758.555. The Oregon rules expected to be involved in this case include: OAR 860-001, 860-023, 860-024, 860-029, 860-082, and 860-088.

4. The federal statute expected to be involved in this case is the Public Utility Regulatory Policies Act (“PURPA”): 16 USC 824a-3. The federal rules expected to be involved in this case include: 18 CFR 292.101-292.602.

V. JURISDICTION

5. The Federal Energy Regulatory Commission (“FERC”) adopted regulations and policies governing utility purchases from QFs under PURPA. 18 CFR 292.101-292.602. State regulatory agencies are required to implement FERC’s regulations. *See* 16 USC 824a-3(f); *FERC v. Mississippi*, 456 U.S. 742, 751 (1982). The Commission is the Oregon state agency charged with implementing the state and federal PURPA statutes. ORS 758.505(3); OAR 860-029-0001; *Snow Mountain Pine Co. v. Maudlin*, 84 Or App 590, 593 (1987).

6. State agencies implementing PURPA have the authority to determine what a QF should pay for interconnection costs. 18 CFR 292.306.

7. The Commission also has the power and jurisdiction to hear complaints by interconnection customers against public utilities. ORS 756.040, 756.500-756.558, and 758.505-758.555; OAR 860-001-0010(3), 860-029-0030, 860-082-0085(1), and 860-088-0110(2); Section M of PacifiCorp’s Community Solar Interconnection Procedures. Public utilities are defined in ORS 758.505(7), and PacifiCorp is a public utility.

8. The Commission has jurisdiction to represent the customers of any public utility, including interconnection customers, in all controversies respecting rates, valuations, service and all matters of which the Commission has jurisdiction. The Commission also has the jurisdiction to protect customers and the public generally from

unjust and unreasonable exactions and practices, as well as jurisdiction to obtain adequate service for customers and the public at fair and reasonable rates. ORS 756.040.

9. Green Solar understands the Oregon administrative rules set forth the process for an interconnection customer to file a complaint for the enforcement of an interconnection agreement and the IA states the parties will adhere to the Community Solar Program dispute resolution process. OAR 860-082-0085, 860-086-0110(2); IA at Article 7. However, Green Solar is not waiving any rights to have a District or Circuit court adjudicate and resolve its claims for relief by filing this Complaint before the Commission.

VI. FACTUAL BACKGROUND

10. The Green Solar project is a 2.875-megawatt (“MW”) nameplate solar generation facility located in Jefferson County, Oregon.

11. The Green Solar project will interconnect with PacifiCorp.

12. The Green Solar project is pre-certified to be part of the Oregon Community Solar Program.

13. On October 13, 2020, Green Solar initially requested interconnection with PacifiCorp.

14. PacifiCorp’s interconnection studies did not mention any transmission upgrades at the Culver substation or any upgrade that may impact the energization schedule of Green Solar.

15. PacifiCorp’s interconnection studies did not state there would be any underground work and rock to dig through at the Culver substation.

16. PacifiCorp's interconnection studies did not state any of the interconnection facilities related to Green Solar would be on any land not controlled by PacifiCorp or Green Solar.

17. PacifiCorp failed to provide notice that any such easement would be needed for interconnection prior to Green Solar starting construction.

18. On April 22, 2021, Green Solar and PacifiCorp executed an IA.

19. The Commercial Operations date in the IA was October 21, 2022.

20. On June 3, 2022, Green Solar ownership transferred to an entity managed by SolRiver Capital, LLC.

21. On June 10, 2022, Green Solar completed interconnection payments to PacifiCorp.

22. On June 28, 2022, Green Solar executed an Engineering, Procurement, and Construction Agreement to construct the Green Solar system.

23. On August 1, 2022, Green Solar provided PacifiCorp initial designs of the facility and single line diagram while also seeking design approval.

24. From August to December 2022, Green Solar and PacifiCorp discussed designs of the project, new inverters, and an updated single line diagram.

25. On November 14, 2022, Green Solar made its first construction payment related to the Engineering, Procurement, and Construction Agreement.

26. Green Solar began physical construction in January 2023 and finished construction of the facility on April 23, 2023.

27. Prior to February 2023, PacifiCorp never informed Green Solar that there would be delays caused by transmission upgrades at the Culver substation unrelated to

Green Solar that PacifiCorp desired to complete before implementing the work required by the Green Solar IA.

28. In February 2023, PacifiCorp informed Green Solar that it would delay energizing Green Solar until March 2024 because PacifiCorp preferred to complete an unrelated transmission upgrade at the Culver substation before undertaking the work required to interconnect Green Solar as required by the Green Solar IA.

29. Related to the transmission upgrade, PacifiCorp explained it would be easier to complete the transmission project if Green Solar's facilities were not interconnected yet.

30. Related to the transmission upgrade, Green Solar objected, and PacifiCorp informed Green Solar that it could interconnect the project by November 2023.

31. On April 5, 2023, Green Solar was informed that PacifiCorp desired Green Solar to obtain a new and unplanned easement to install a new guy wire on an existing utility pole.

32. On April 5, 2023, Green Solar was informed that PacifiCorp did not have a defined right of way that was needed to install the guy wire for the interconnection of Green Solar.

33. The parties could not obtain an easement from the unaffiliated landowner of the parcel of land on which PacifiCorp desired to install the pole's guy wire.

34. On May 19, 2023, PacifiCorp sent a draft IA Amendment to Green Solar reflecting a Commercial Operations date of November 30, 2023.

35. Green Solar did not execute this IA Amendment because of disagreements relating to a change in scope of Green Solar's work reflected in the revisions.

36. Green Solar received a Mechanical Completion Certificate on May 26, 2023.

37. In July 2023, PacifiCorp informed Green Solar that PacifiCorp did not know what type of distribution poles it had previously installed adjacent to the site.

38. PacifiCorp initiated a ground survey to examine the poles prior to completing interconnection design work for PacifiCorp's portion of the interconnection upgrades.

39. Green Solar requested that PacifiCorp expedite completion of the ground survey.

40. PacifiCorp refused to expedite the survey.

41. On August 29, 2023, PacifiCorp informed Green Solar that construction of PacifiCorp's portion of the interconnection upgrades would likely begin between December 2023 and January 2024 with an estimated energization date between February 2024 and March 2024.

42. The timing of the March 2024 energization was consistent with the energization delay that PacifiCorp explained in March 2023 due to the unrelated transmission upgrade.

43. On September 26, 2023, PacifiCorp received the results of the ground survey and determined what poles were previously installed by PacifiCorp so that PacifiCorp could finalize designs for PacifiCorp's portion of the interconnection upgrades, which further delayed energization of Green Solar.

44. On October 23, 2023, Green Solar filed a Notice of Complaint with the Commission.

45. Green Solar filed the Notice of Complaint because it was apparent PacifiCorp would not interconnect Green Solar by November 2023.

46. On December 21, 2023, PacifiCorp informed Green Solar that it could complete interconnection without the new easement.

47. On December 21, 2023, PacifiCorp informed Green Solar that it could begin work on the interconnection facilities by taking bids for completion of the work.

48. On January 2, 2024, PacifiCorp and Green Solar had a meeting to discuss this new interconnection option without the easement and additional costs.

49. On January 31, 2024, PacifiCorp emailed Green Solar that it would proceed with the work necessary to complete the interconnection facilities as described in the original IA without any new easement.

50. On January 31, 2024, PacifiCorp emailed Green Solar that it continued to forecast it would energize Green Solar by the end of March 2024.

51. On February 16, 2024, Green Solar and PacifiCorp had a call to discuss the interconnection timeline for Green Solar.

52. On February 16, 2024, Green Solar emailed PacifiCorp to confirm Green Solar would be energized by end of March 2024.

53. On February 19, 2024, PacifiCorp confirmed it intended to energize Green Solar by the end of March 2024.

54. On February 26, 2024, Green Solar noted concerns with the updated costs to interconnect but directed PacifiCorp to finalize energization by April 1, 2024.

55. On March 27, 2024, PacifiCorp emailed Green Solar an IA Amendment and stated it must be executed before energization of Green Solar.

56. In the March 27, 2024 email, PacifiCorp stated it was planning to energize the project the following week, but there may be delays to the fiber installation at the Culver substation due to rock.

57. Green Solar arranged for contractors and employees to travel to the site for energization the following week.

58. On April 3, 2024, PacifiCorp informed Green Solar that the rock near the Culver substation would likely result in another week delay.

59. On April 3, 2024, PacifiCorp also informed Green Solar that communications equipment that was needed to be installed to support the fiber optic cable and microwave links for the transfer trip requirement may not have been ordered.

60. On April 3, 2024, PacifiCorp also informed Green Solar that it was trying to determine if the missing materials were available in other locations, but if not, then the longest lead item could be three weeks, which would move energization to the end of April 2024.

61. In March and April 2024, PacifiCorp and Green Solar negotiated the provisions of the IA Amendment.

62. On April 5, 2024, after several communications back and forth, PacifiCorp's final position was that for Green Solar to become commercially operational, changes were needed to the IA Amendment including updated contact information, revised Attachment 1, and updated single line diagram in Attachment 2.

63. Green Solar agreed to an IA Amendment with updated contact information and revised Attachment 1.

64. On April 9, 2024, Green Solar informed PacifiCorp that Green Solar agreed to an IA Amendment with an updated single line diagram, with language reserving its rights to dispute the changes in the single line diagram.

65. PacifiCorp would not agree to Green Solar's reservation of rights language in the IA Amendment.

66. Green Solar seeks interconnection service including energization and witness testing.

67. Green Solar has been harmed from the interconnection delays.

68. Green Solar has lost revenue as a result of PacifiCorp's ongoing delays.

69. Green Solar continues to lose revenue as a result of PacifiCorp's ongoing delays.

70. Green Solar has incurred additional costs as a result of PacifiCorp's ongoing delays.

71. Green Solar continues to incur additional costs as a result of PacifiCorp's ongoing delays.

72. Green Solar seeks relief from the Commission.

VII. LEGAL CLAIMS

Complainant's First Claim for Relief

Green Solar is entitled to relief because PacifiCorp has not interconnected Green Solar as required by the IA.

73. Complainant re-alleges all the preceding paragraphs.

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

75. Green Solar paid the interconnection costs required under the IA to PacifiCorp.
76. The IA requires PacifiCorp to interconnect Green Solar.
77. The IA provides for an estimated Commercial Operations date of October 21, 2022.
78. PacifiCorp failed to complete the interconnection facilities within a reasonable amount of time.
79. PacifiCorp violated the IA by delaying interconnection of Green Solar when it prioritized an unrelated transmission upgrade at the Culver substation instead of the interconnection of Green Solar.
80. PacifiCorp violated the IA by delaying interconnection of Green Solar when it did not do its due diligence to ensure it had a defined right of way that PacifiCorp said was needed to install a guy wire for the interconnection of Green Solar.
81. PacifiCorp violated the IA by delaying interconnection of Green Solar when it did not timely disclose to Green Solar that an easement was required due to PacifiCorp's lack of a defined right of way for the interconnection of Green Solar.
82. PacifiCorp violated the IA by subsequently demanding Green Solar obtain an entirely new and unplanned easement that was not contemplated in the IA and not needed for interconnection of Green Solar.
83. PacifiCorp violated the IA by waiting until Green Solar was nearly complete to demand Green Solar obtain an entirely new and unplanned easement that was not contemplated in the interconnection studies or designs.

84. PacifiCorp violated the IA by delaying interconnection due to waiting for an unnecessary easement when interconnection could have been completed without the easement.

85. PacifiCorp violated the IA by not beginning the interconnection work earlier that could have been done without the new easement.

86. PacifiCorp violated the IA by delaying interconnection of Green Solar when it did not know what distribution poles PacifiCorp installed adjacent to the site, took several months to complete a ground survey to verify what poles PacifiCorp installed, and refused to expedite the survey process, which delayed completion of the final interconnection design for PacifiCorp's portion of the interconnection upgrades.

87. PacifiCorp violated the IA by delaying interconnection of Green Solar when it did not do its due diligence related to rocks slowing the fiber installation at the Culver substation.

88. PacifiCorp violated the IA by delaying interconnection of Green Solar when it did not begin the installation of the transfer trip equipment between the Culver substation and the Green Solar site for over one year after Green Solar requested energization, and more than seventeen months after the Commercial Operations date set forth in the IA.

89. PacifiCorp violated the IA by delaying interconnection of Green Solar if it has not ordered communications equipment needed to be installed to support the fiber optic cable and microwave links for the transfer trip requirement for over one year after Green Solar requested energization, and more than seventeen months after the Commercial Operations date set forth in the IA.

90. PacifiCorp has not timely interconnected Green Solar and failed to place the Green Solar facility in-service by October 21, 2022.

91. As of April 12, 2024, PacifiCorp has still not placed the Green Solar facility in-service.

92. PacifiCorp's failure to complete the facilities on schedule is a violation of the IA.

93. PacifiCorp's failure to complete the facilities within a reasonable amount of time is a violation of the IA.

94. PacifiCorp's failure to place the facility in-service on schedule is a violation of the IA.

95. PacifiCorp's failure to place the facility in-service within a reasonable amount of time is a violation of the IA.

96. Green Solar is entitled to relief because PacifiCorp has breached the IA.

97. Green Solar is entitled to relief because the Commission should enforce the IA by requiring PacifiCorp to interconnect Green Solar without delay.

Complainant's Second Claim for Relief

Green Solar is entitled to relief because PacifiCorp's actions resulting in delay of interconnection have been unjust and unreasonable and PacifiCorp has not interconnected Green Solar in a timely manner.

98. Complainant re-alleges all the preceding paragraphs.

99. PacifiCorp is obligated to refrain from engaging in unjust and unreasonable practices with respect to its customers, including interconnection customers, and the public generally. ORS 756.040(1).

100. The Commission has a duty to represent the customers of a public utility and the public generally and has a duty to protect those customers and the public from unjust and unreasonable practices. ORS 756.040(1).

101. An interconnection customer is only responsible for the reasonable costs of the interconnection facilities. OAR 860-082-0035(2)&(4); OAR 860-082-0060(2).

102. Section 1.5.1 of the IA requires PacifiCorp to perform all obligations of the IA in accordance with all applicable laws.

103. Green Solar is an interconnection customer of PacifiCorp.

104. The IA requires PacifiCorp to perform obligations of the IA justly and reasonably.

105. The Commission has a duty to protect Green Solar from unjust and unreasonable practices of PacifiCorp in execution of the IA.

106. PacifiCorp has subjected Green Solar to interconnection delays.

107. PacifiCorp acted unreasonably because PacifiCorp is responsible for the multiple interconnection delays for Green Solar.

108. PacifiCorp acted unreasonably by prioritizing an unrelated transmission upgrade at the Culver substation instead of the interconnection of Green Solar and unreasonably delaying interconnection of Green Solar as a result.

109. PacifiCorp acted unreasonably by not doing its due diligence to ensure it had a defined right of way that PacifiCorp said was needed to install a wire for the interconnection of Green Solar and unreasonably delaying interconnection of Green Solar.

110. PacifiCorp acted unreasonably by not timely disclosing to Green Solar that an easement was required due to PacifiCorp's lack of a defined right of way and unreasonably delaying interconnection of Green Solar.

111. PacifiCorp acted unreasonably by delaying interconnection due to waiting for an unnecessary easement when interconnection could have been completed without the new easement.

112. PacifiCorp acted unreasonably by not beginning the interconnection work earlier that could have been done without the new easement.

113. PacifiCorp acted unreasonably by not knowing what distribution poles PacifiCorp installed adjacent to the site, taking several months to complete a ground survey to verify what poles PacifiCorp installed, refusing to expedite the survey process, delaying completion of the final interconnection design for PacifiCorp's portion of the interconnection upgrades, and unreasonably delaying interconnection of Green Solar.

114. PacifiCorp acted unreasonably by waiting until eleven months after Green Solar had completed construction and requested energization to begin performing work required by the IA at the Culver substation.

115. PacifiCorp acted unreasonably by not doing its due diligence related to rocks slowing the fiber installation at the Culver substation and unreasonably delaying interconnection of Green Solar.

116. PacifiCorp acted unreasonably by not beginning the installation of the transfer trip equipment between the Culver substation and the Green Solar site for over one year after Green Solar requested energization and more than seventeen months after

the Commercial Operations date set forth in the IA and unreasonably delaying interconnection of Green Solar.

117. PacifiCorp acted unreasonably if it has not ordered communications equipment needed to be installed to support the fiber optic cable and microwave links for the transfer trip requirement until eleven months after Green Solar had completed construction of the system, over one year after Green Solar requested energization, and more than seventeen months after the Commercial Operations date set forth in the IA and unreasonably delaying interconnection of Green Solar.

118. PacifiCorp's actions are unreasonable because Green Solar was fully constructed and ready for interconnection in May 2023.

119. PacifiCorp has established a practice of subjecting Community Solar Projects and QFs to interconnection delays.

120. PacifiCorp has established a practice that is unjust and unreasonable with respect to its interconnection customers.

121. PacifiCorp has established a practice that is unjust and unreasonable with respect to its interconnection customers, and which harms the public generally.

122. Green Solar is entitled to relief because PacifiCorp's practices were unreasonable and violated Section 1.5.1 of the IA.

Complainant's Third Claim for Relief

Green Solar is entitled to relief because PacifiCorp has violated its contractual duty towards Green Solar of good faith and fair dealing under the IA.

123. Complainant re-alleges all the preceding paragraphs.

124. PacifiCorp has an obligation of good faith and fair dealing to facilitate performance of the contracts it signs, including its IA with Green Solar, where it is consistent with and in furtherance of the agreed-upon terms of the contracts or where it effectuates the reasonable contractual expectations of the parties.

125. PacifiCorp violated the duty of good faith and fair dealing under the IA by prioritizing an unrelated transmission upgrade at the Culver substation instead of the interconnection of Green Solar and unreasonably delaying interconnection of Green Solar.

126. PacifiCorp violated the duty of good faith and fair dealing under the IA by not doing its due diligence to ensure it had a defined right of way that PacifiCorp said was needed to install a wire for the interconnection of Green Solar and unreasonably delaying interconnection of Green Solar.

127. PacifiCorp violated the duty of good faith and fair dealing under the IA by not timely disclosing to Green Solar that an easement was required due to PacifiCorp's lack of a defined right of way and unreasonably delaying interconnection of Green Solar.

128. PacifiCorp violated the duty of good faith and fair dealing under the IA by delaying interconnection due to waiting for an unnecessary easement when interconnection could have been completed without the new easement.

129. PacifiCorp violated the duty of good faith and fair dealing under the IA by not beginning the interconnection work earlier that could have been done without the new easement.

130. PacifiCorp violated the duty of good faith and fair dealing under the IA by not knowing what distribution poles PacifiCorp installed adjacent to the site, taking

several months to complete a ground survey to verify what poles PacifiCorp installed, refusing to expedite the survey process, delaying completion of the final interconnection design work for PacifiCorp's portion of the interconnection upgrades , and unreasonably delaying interconnection of Green Solar.

131. PacifiCorp violated the duty of good faith and fair dealing under the IA by not doing its due diligence related to rocks slowing the fiber installation at the Culver substation and unreasonably delaying interconnection of Green Solar.

132. PacifiCorp violated the good faith and fair dealing under the IA by delaying interconnection of Green Solar when it did not begin the installation of the transfer trip equipment between the Culver substation and the Green Solar site for over one year after Green Solar requested energization and more than seventeen months after the Commercial Operations date set forth in the IA and unreasonably delaying interconnection of Green Solar.

133. PacifiCorp violated the duty of good faith and fair dealing under the IA if it has not ordered communications equipment needed to be installed to support the fiber optic cable and microwave links for the transfer trip requirement until eleven months after Green Solar had completed construction of the system, over one year after Green Solar requested energization, and more than seventeen months after the Commercial Operations date set forth in the IA and unreasonably delaying interconnection of Green Solar.

134. PacifiCorp violated its obligation of good faith and fair dealing by not completing interconnection work as soon as possible.

135. Green Solar is entitled to relief because PacifiCorp violated its obligation of good faith and fair dealing under the IA.

Complainant's Fourth Claim for Relief

Green Solar is entitled to relief because interconnection of Green Solar is not contingent upon finalization of an IA amendment.

136. Complainant re-alleges all the preceding paragraphs.

137. Finalization of the interconnection of Green Solar is separate from finalizing an IA amendment.

138. Section 8.2 of the IA states both parties must mutually agree to any IA amendment.

139. Green Solar does not agree to PacifiCorp's proposed IA Amendment from March 27, 2024 and modified in part by the parties through April 9, 2024.

140. PacifiCorp cannot unilaterally amend the IA.

141. PacifiCorp cannot refuse to allow Green Solar to become commercially operational if Green Solar does not agree to PacifiCorp's proposed IA Amendment.

142. On April 2, 2024, Green Solar proposed the following IA Amendment language regarding the reservation of its rights ("Reservation of Rights"):

Green Solar reserves all legal and contractual rights under the law, including but not limited to its rights under the Interconnection Agreement and the PPA, including the right to challenge the actual costs and completion date for the interconnection. Green Solar is expressly not agreeing that proceeding with interconnection discharges, in full or in part, permanently or temporarily, any of the current or past-due obligations of PacifiCorp, PacifiCorp's past and present parents, subsidiaries, affiliates, employees, officers, directors, shareholders, or assigns, nor discharges any of Green Solar's rights, including but not limited to, under an accord and satisfaction, substituted performance, suspension of performance, modification, waiver, release, or any other theory of law. Green

Solar also reserves all its legal and contractual rights as noted in its Notice of Complaint from Docket No. UM 2305, and all other legal and contractual rights that may have arisen after filing the Notice of Complaint.

Green Solar completed construction of the solar system in April 2023, in reliance on the terms and conditions of the original Interconnection Agreement. PacifiCorp provided written confirmation of Green Solar's change to the inverter and single line on August 23, 2022. PacifiCorp presented this Interconnection Agreement Amendment on March 27, 2024 with the demand that Green Solar sign it or PacifiCorp would not energize the system as required by the original Interconnection Agreement. Thus, Green Solar has signed this agreement upon the express reservation of its rights as stated above to dispute all changes herein with all applicable authorities including the Oregon Public Utility Commission.

143. PacifiCorp cannot refuse to allow Green Solar to become commercially operational if Green Solar agrees to PacifiCorp's proposed IA Amendment with Green Solar's Reservation of Rights language.

144. Green Solar is entitled to relief and the Commission should direct PacifiCorp to interconnect Green Solar as summarized above, and direct PacifiCorp and Green Solar to execute the IA Amendment with the agreed-upon changes with either: 1) language substantially similar to Green Solar's reservation of rights for the single line diagram in the IA Amendment, or 2) language in the Commission order stating that Green Solar has a reservation of all legal and contractual rights under the law, including but not limited to its rights under the IA and the power purchase agreement, including the right to challenge the actual costs and completion date for the interconnection for the single line diagram.

VIII. PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests that the Commission issue an order:

1. Finding that relief is warranted due to the delayed interconnection process.
2. Finding that Green Solar's inability to interconnect to date was caused by PacifiCorp's delays.
3. Finding that PacifiCorp's actions in delaying Green Solar's interconnection and not interconnecting Green Solar in a timely manner violated the IA.
4. Finding that PacifiCorp's actions in delaying Green Solar's interconnection and not interconnecting Green Solar in a timely manner were unjust and unreasonable.
5. Finding that PacifiCorp's actions in delaying Green Solar's interconnection and not interconnecting Green Solar in a timely manner violated PacifiCorp's duty of good faith and fair dealing in the IA.
6. Requiring PacifiCorp to interconnect Green Solar by May 14, 2024.
7. Requiring PacifiCorp and Green Solar to execute the IA Amendment with the agreed-upon changes with Green Solar's Reservation of Rights language for the single line diagram or include in the Commission order that Green Solar has reservation of rights for the single line diagram.
8. Instituting penalties up to \$10,000 pursuant to ORS 756.990 against PacifiCorp and paid by PacifiCorp's shareholders for each day of interconnection delay beyond April 12, 2024.
9. Granting any other such relief as the Commission deems necessary.

Dated this 12th day of April 2024.

Respectfully submitted,



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Of Attorneys for Green Solar, LLC

Attachment A

Green Solar Notice of Complaint

October 23, 2023

Via Email

Filing Center
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201 High Street SE, Suite 100
Salem, OR 97301-3398
PUC.FilingCenter@state.or.us

Robert Eckenrod
PacifiCorp
825 NE Multnomah Street, Suite 550
Portland, OR 97232
robert.eckenrod@pacificorp.com

Via First-Class Mail

PacifiCorp
Attention: Transmission Services
825 N.E. Multnomah Street, Suite 550
Portland, OR 97232

Re: **Notice of Intent to File Complaint of Enforcement**
Green Solar LLC

Dear Filing Center:

By this letter, Green Solar LLC (“Green Solar”) hereby gives notice of its intent to file a Complaint with the Oregon Public Utility Commission (the “Commission”) for enforcement of an interconnection agreement pursuant to OAR 860-082-0085(2) and OAR 860-088-0110(2)(b). Under OAR 860-082-0085(2), a party must file such notice with the Commission at least 10 days prior to filing a complaint for enforcement. In the alternative (or in addition), a community solar project manager seeking to resolve disputes with a utility related to the Community Solar Program may use the contested case process, OAR 860-001-0000, et seq. OAR 860-088-0110(c).¹ Section M of Pacific Power’s Community Solar Interconnection Procedures similarly

¹ Article 7 of the Green Solar Interconnection Agreement, Dispute Resolution states that “Parties will adhere to the dispute resolution provisions in the CSP Interconnection Procedures.” Article 7 of the Standard PacifiCorp Interconnection Agreement, Dispute Resolution states that “Parties will adhere to the dispute resolution provisions in OAR 860-082-0080.” It is unclear if the dispute resolution procedures in OAR 860-082-0085(2) apply.

provides that 10 Business Days prior to filing a complaint for enforcement, complainant must give written notice to PacifiCorp and the Commission that complainant intends to file a complaint for enforcement. Absent resolution or significant progress toward resolution, Green Solar intends to file its complaint on or after November 6, 2023. The complaint will assert, inter alia, that PacifiCorp (“PacifiCorp”) has violated its Interconnection Agreement for a Community Solar Project (the “Interconnection Agreement”) with Green Solar, which was executed on April 22, 2021.

The Commission’s small generator interconnection rules (OAR 860-082-0085(2)) and Section M of PacifiCorp’s Community Solar Interconnection Procedures require the notice to “identify the provisions in the agreement that complainant alleges were or are being violated and the specific acts or failure to act that caused or are causing the violation, and whether complainant anticipates requesting temporary or injunctive relief.” The provisions of the interconnection and the specific acts or failure to act are detailed below.

Provisions of Interconnection Agreement Being Violated.

Green Solar asserts that PacifiCorp violated Articles 1.5.3 of the Interconnection Agreement, Attachment 4 of the Interconnection Agreement, Attachment 6 of the Interconnection Agreement, and various provisions of Oregon law that govern the Interconnection Agreement per Article 8.1 of the agreement. Specifically, the parties dispute, inter alia, the scope of work related to interconnection of Green Solar and the delay in interconnection of Green Solar. Green Solar has explained what it believes the correct scope of work is for the Interconnection Agreement and proposed solution to interconnect Green Solar, but PacifiCorp has failed to substantively respond.

Specific Act or Failure to Act Giving Rise to the Violation.

The details regarding this dispute stem from a disagreement about the scope of work related to the interconnection of Green Solar and the delays in interconnection of Green Solar. In June 2022, Green Solar finalized interconnection payments to PacifiCorp based on the scope of work for interconnection of Green Solar as laid out in Attachment 6 of the Interconnection Agreement. In July 2022, Green Solar first provided PacifiCorp initial designs and began seeking design approval and was in regular communication with PacifiCorp regarding status of the project. In January 2023, Green Solar began construction, which was completed on April 23, 2023. Green Solar constructed the facility based on the scope of work in the Interconnection Agreement.

PacifiCorp first notified Green Solar in February 2023 that the project’s interconnection would be delayed until March 2024. Later, PacifiCorp agreed to an interconnection date to November 2023 (over one year after the October 21, 2022 date in the Interconnection Agreement). On May 19, 2023, PacifiCorp provided an Interconnection Agreement Amendment to Green Solar that had a commercial operation date of November 30, 2023. Green Solar did not execute the Interconnection Agreement Amendment because it contained new requirements on

the scope of work for Green Solar that was not contemplated in the original Interconnection Agreement and Green Solar had already finished construction of the project. Specifically, the Interconnection Agreement Amendment required Green Solar to secure a third-party easement for a utility-owned pole that was not contemplated in the original Interconnection Amendment. The Interconnection Agreement Amendment also updated project information related to inverters, the one-line diagram, and added a requirement related to access roads, but none of these changes are in dispute here.

PacifiCorp is delaying interconnection of Green Solar because it is prioritizing completion of transmission upgrades related to communication at the Culver substation, which is unrelated to Green Solar. This transmission upgrade was not listed as a higher priority request in the System Impact Study or Facilities Study as referenced in Appendix A of these studies that listed higher-priority requests. PacifiCorp now estimates interconnection will not be complete until February 2024. PacifiCorp could interconnect Green Solar before it finishes this transmission upgrade, but PacifiCorp has refused. Green Solar has requested that PacifiCorp commit to interconnect Green Solar by November 30, 2023. However, PacifiCorp has so far refused. Delay in interconnection is causing harm to Green Solar and its community solar subscribers.

Type of Relief Requested.

The delay in interconnection of the Green Solar facility is causing economic harm to the developers as well as the Community Solar Program subscribers, including low-income customers, this project serves. Green Solar wishes to interconnect the project as soon as possible, but no later than November 30, 2023, to avoid further economic harm. Green Solar will request that the Commission determine PacifiCorp is the cause of these delays, order an extension of the power purchase agreement for each day of delay after November 30, 2023, impose penalties on PacifiCorp, seek to vacate the provision of the Interconnection Agreement that limits damages, and modify the Interconnection Agreement to allow PacifiCorp to owe additional damages to Green Solar for the harm from these interconnection delays. In addition, Green Solar will request that the Commission provide injunctive relief and order PacifiCorp to interconnect Green Solar as quickly as possible and no later than November 30, 2023.

Good Faith Efforts to Resolve This Matter.

Green Solar has continually worked in good faith with PacifiCorp to resolve the dispute, and Green Solar is willing to continue working toward a resolution.

Sincerely,



Irion A. Sanger

cc: Brandon Conrad (via email only)

CERTIFICATE OF SERVICE

In accordance with ORCP 9 and OAR 860-082-0085(2), I hereby certify that on October 23, 2023, I caused to be served a full and exact copy of the foregoing Notice of Intent to file Complaint of Enforcement via e-mail and/or first-class mail to the following parties:

Green Solar LLC Brandon Conrad, SolRiver Capital, LLC 1290 Broadway St., Suite 520 Denver, CO 80203 brandon@solrivercapital.com (Service via email only)	PacifiCorp Attn: Transmission Services 825 NE Multnomah Street, Suite 550 Portland, OR 97232 (Service via first-class mail only)
Filing Center Public Utility Commission of Oregon PO Box 1088 Salem, OR 97308-1088 PUC.FilingCenter@state.or.us (Service via email only)	PacifiCorp Robert Eckenrod 825 NE Multnomah St, Suite 1600 Portland, OR 97232 Robert.Eckenrod@pacificorp.com (Service via email only)

Dated: October 23, 2023

/s/ Irion A. Sanger

Sanger Law PC

Attorney for Green Solar LLC

OSB No. 003750

Attachment B

Green Solar Executed Interconnection Agreement



Interconnection Agreement for a Community Solar Project

This Interconnection Agreement for a Community Solar Project (“Agreement”) is made and entered into this 22nd day of April, 2021, by and between Green 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 October 13, 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



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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.



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, 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,



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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: Green Solar LLC

Attention: Colin Murphy

Address: 920 SW 6th Ave

City: Portland State: OR Zip: 97204

Phone: 971-331-5311 E-mail: colin.murphy@sulus-solar.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

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: 2021.04.22 06:05:15
-07'00'

Rick Vail

Title: VP, Transmission

Date: 04/22/2021

For the Applicant/Interconnection Customer:

Name: 

Title: Manager

Date: 04/21/2021



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-three (23) Solectria XGI 1500 125 kV inverters for a total requested nameplate output of 2.875 MW. The inverters are connected to a single 600 V – 12.47 kV 2.875 MVA transformer ($Z=5.75\%$). There is a single 200 kVA grounding bank ($Z=5.5\%$). See Attachment 2.

Interconnection Customer Interconnection Facilities: A relay controlled recloser (with transfer trip capability) and Public Utility accessible disconnect switch. See Attachment 2.

Public Utility's Interconnection Facilities: Bi-directional metering, communications equipment for transfer trip, disconnect switch, and appurtenant 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: \$111,000.

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 5D5 out of Culver substation. See Attachment 2.

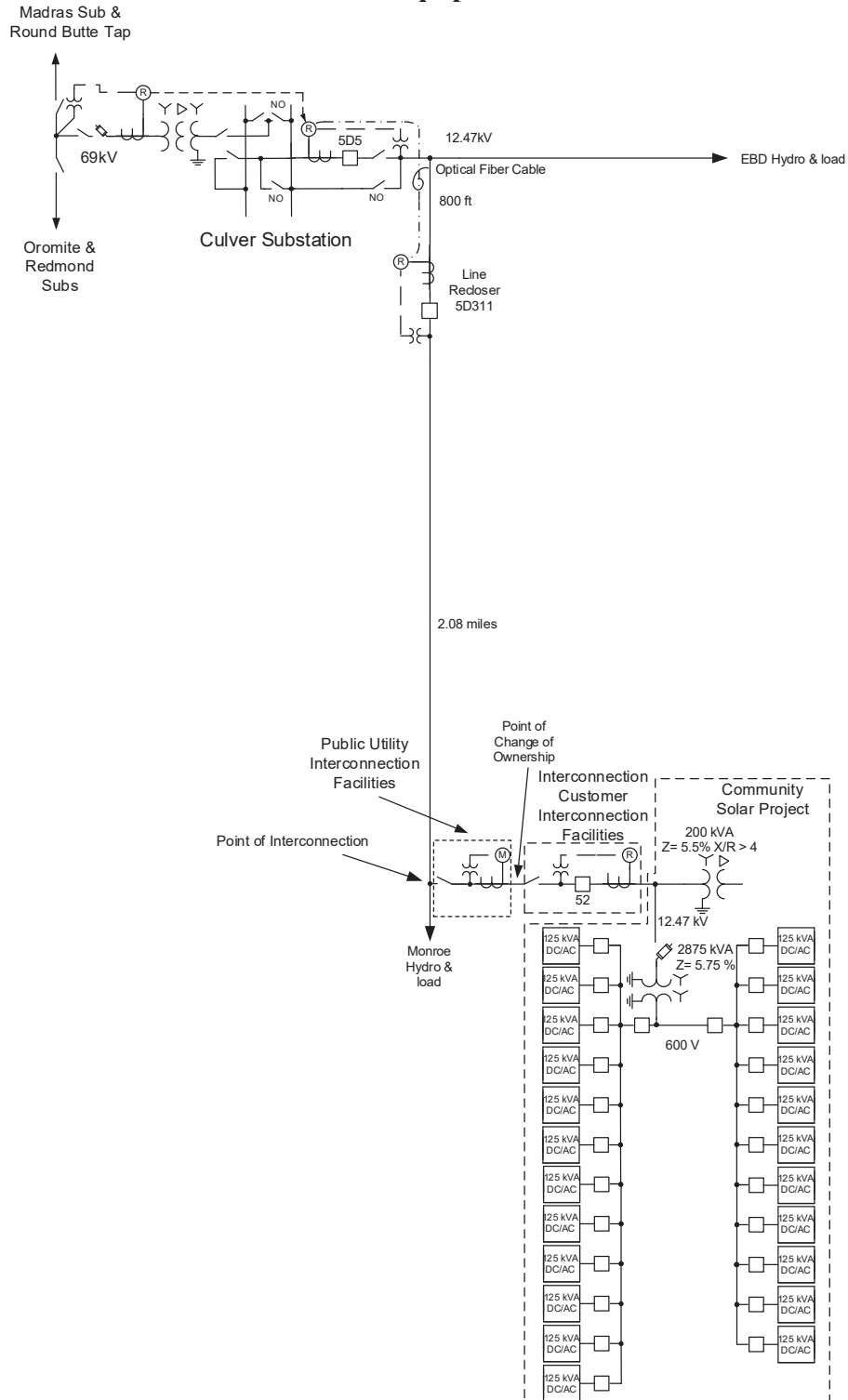
Point of Change of Ownership: The point where the Interconnection Customer's Interconnection Facilities connect to the Public Utility's Interconnection Facilities. See Attachment 2.



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: October 21, 2022

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Execute Agreement and Provide First Payment</u> May 3, 2021	<u>Applicant</u>
(2)	<u>Establish Site Load Request</u> May 17, 2021	<u>Both Parties</u>
* (3)	<u>Provide Initial Design Package</u> June 4, 2021	<u>Applicant</u>
(4)	<u>Begin Engineering and Procurement</u> July 5, 2021	<u>Public Utility</u>
(5)	<u>Property/Permits/RoW Procured</u> August 20, 2021	<u>Applicant</u>
(5)	<u>Property/Permits/RoW Procured</u> October 15, 2021	<u>Public Utility</u>
* (7)	<u>Provide Final Design Package</u> November 12, 2021	<u>Applicant</u>
(8)	<u>Engineering Complete</u> March 4, 2022	<u>Public Utility</u>
(9)	<u>Begin Construction</u> May 23, 2022	<u>Public Utility</u>
(10)	<u>Provide Maintenance and Commissioning Plans</u> June 10, 2022	<u>Applicant</u>
(6)	<u>Construction Complete</u> September 16, 2022	<u>Both Parties</u>
(7)	<u>Commissioning Activities Complete</u> October 7, 2022	<u>Public Utility</u>



Interconnection Agreement for a Community Solar Project

- | | | |
|------|---|---------------------------------|
| (8) | <u>Commissioning Document Review Complete</u>
October 14, 2022 | <u>Public Utility</u> |
| (9) | <u>Backfeed</u>
October 17, 2022 | <u>Applicant</u> |
| (10) | <u>Initial Synchronization/Gen Testing</u>
October 19, 2022 | <u>Applicant</u> |
| (8) | <u>Commercial Operations</u>
October 21, 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 Community Solar Project location, inverter/turbine selection, basic protection package, tie line route and collector system locations and data as applicable. Applicant final design package shall include PE stamped issued for construction (“IFC”) drawings for Community Solar Project, 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 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>Levelized Option</u>	<u>Stepped Option</u>
May 3, 2021		
(or when Interconnection Agreement is executed)		
June 3, 2021	\$10,000	\$10,000
	\$87,833	\$25,100



Interconnection Agreement for a Community Solar Project

August 3, 2021	\$87,833	\$50,200
October 3, 2021	\$87,833	\$75,300
December 3, 2021	\$87,833	\$100,400
February 3, 2022	\$87,833	\$125,500
April 3, 2022	\$87,833	\$150,600

*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 2.875 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 3,026 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 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 3,026 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.

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.



Interconnection Agreement for a Community Solar Project

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 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



Interconnection Agreement for a Community Solar 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: Extend and reconductor distribution line, replace poles, and replace recloser; install communications equipment at the line recloser; and install ~900 feet of fiber optic cable. Estimated cost is \$362,000.

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

- Install communications equipment and modify line relays at Culver substation. Estimated cost is \$64,000



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 Community Solar Project and associated collector system.
- 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 POI. 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 1547-2018. 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 1547-2018 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 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 POI. 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 12.5 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 solar-electric Community Solar Project
 - Detect faults on the 12.47 kV line to Culver substation



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- 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 Culver substation
- Procure and install instrument transformers 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 Public Utility provided cable into 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 prior to the Public Utility's interconnection facilities to the 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 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 pole.
- Terminate the span of conductor between the Public Utility and Applicant facilities onto the Applicant's last pole.
- Install a pole with an antenna to provide a communications link to Culver substation.
- Install an enclosure for the radio, transceiver, battery and charger.
- Provide sufficient cable from the radio system to the Applicant's recloser relay.
- Observe and provide acceptance of the functionality of the communications path to the Applicant's recloser for transfer trip.

Point of Interconnection

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

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Design, procure, install, own and maintain the required extension of the 12.5 kV facilities from Public Utility's existing facilities (assumed to be facility point 01412012.0359960) to the Point of Change of Ownership including a minimum of two poles, conductor, cutouts, fuses, jumpers and a gang operated switch.



Interconnection Agreement for a Community Solar Project

- 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 Public Utility's 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
 - Reconductor approximately 2,200 feet of the distribution circuit with 4/0 Al conductor. Replace approximately ten transmission structures containing the distribution as underbuild.
 - Remove 100T line fuses at pole 01412012.0359961 and install 100T line fuses at pole 01412012.0359560.
 - Develop and implement a transfer trip scheme between the Applicant's Community Solar Project and both Culver substation and line recloser 5D311.
 - Install approximately 800 feet of fiber optic cable between line recloser 5D311 and Culver substation.
 - Terminate the fiber optic cable into the 5D311 recloser.
 - Install a cabinet at line recloser to hold an SEL radio, fiber transceiver and patch panel to establish a communications link to the radio system to be installed at the Applicant's site.
- Culver Substation
 - Modify the existing relays to key the transfer trip to the Applicant's recloser.
 - Modify the settings of the 69-12.5 kV voltage regulator to account for the Applicant's generator.
 - Install concrete capped conduits to allow for the installation of fiber running from line recloser 5D311 into the substation control building.
 - Install the necessary communications equipment to tie in the new fiber.
 - Include the new status points of the transfer trip radio system into the existing substation RTU.



Interconnection Agreement for a Community Solar Project

Attachment 7

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

Attachment C

**PacifiCorp's Proposed Green Solar
Interconnection Agreement Amendment
from March 27, 2024**

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 _____ day of _____, 2024, by and between PacifiCorp, an Oregon corporation (the “Public Utility”) and Green 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 April 22, 2021;

WHEREAS, Interconnection Customer has updated the equipment it proposes to interconnect to the Public Utility’s system and has provided updated contact information; and

WHEREAS, Public Utility has updated the scope of work and cost estimate for its interconnection facilities and system upgrades; and

WHEREAS, Public Utility and Interconnection Customer have mutually agreed to a new project milestone schedule; and

WHEREAS, Public Utility and Interconnection Customer have mutually agreed to amend one or more articles and 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 article and attachments will substitute in their entirety the same article and attachments in the Interconnection Agreement:
 - Article 9
 - Attachment 1
 - Attachment 2
 - Attachment 3
 - Attachment 5
 - 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 article and 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: _____

Date: _____

Green Solar LLC

By: _____

Title: _____

Date: _____



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: Green Solar LLC
Attention: Brandon Conard
Address: 700 17th St, Suite 1500
City: Denver State: CO Zip: 80202
Phone: 720-593-1158 E-mail: projects@solrivercapital.com

If to Public Utility:

Public Utility: PacificCorp
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: 503-251-5220 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: A single Sungrow 3425 kWac Inverter Skid Unit derated to 2875 kWac connected to a single 3245 kVA 600 v – 12.47 kV transformer (Z=8%) for a total requested nameplate output of 2.875 MW. There is a single 200 kVA grounding bank (Z=5.5%). See Attachment 2.

Interconnection Customer Interconnection Facilities: A relay controlled recloser (with transfer trip capability) and Public Utility accessible disconnect switch. See Attachment 2.

Public Utility's Interconnection Facilities: Bi-directional metering, communications equipment for transfer trip, disconnect switch, and appurtenant 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: \$195,000.

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.

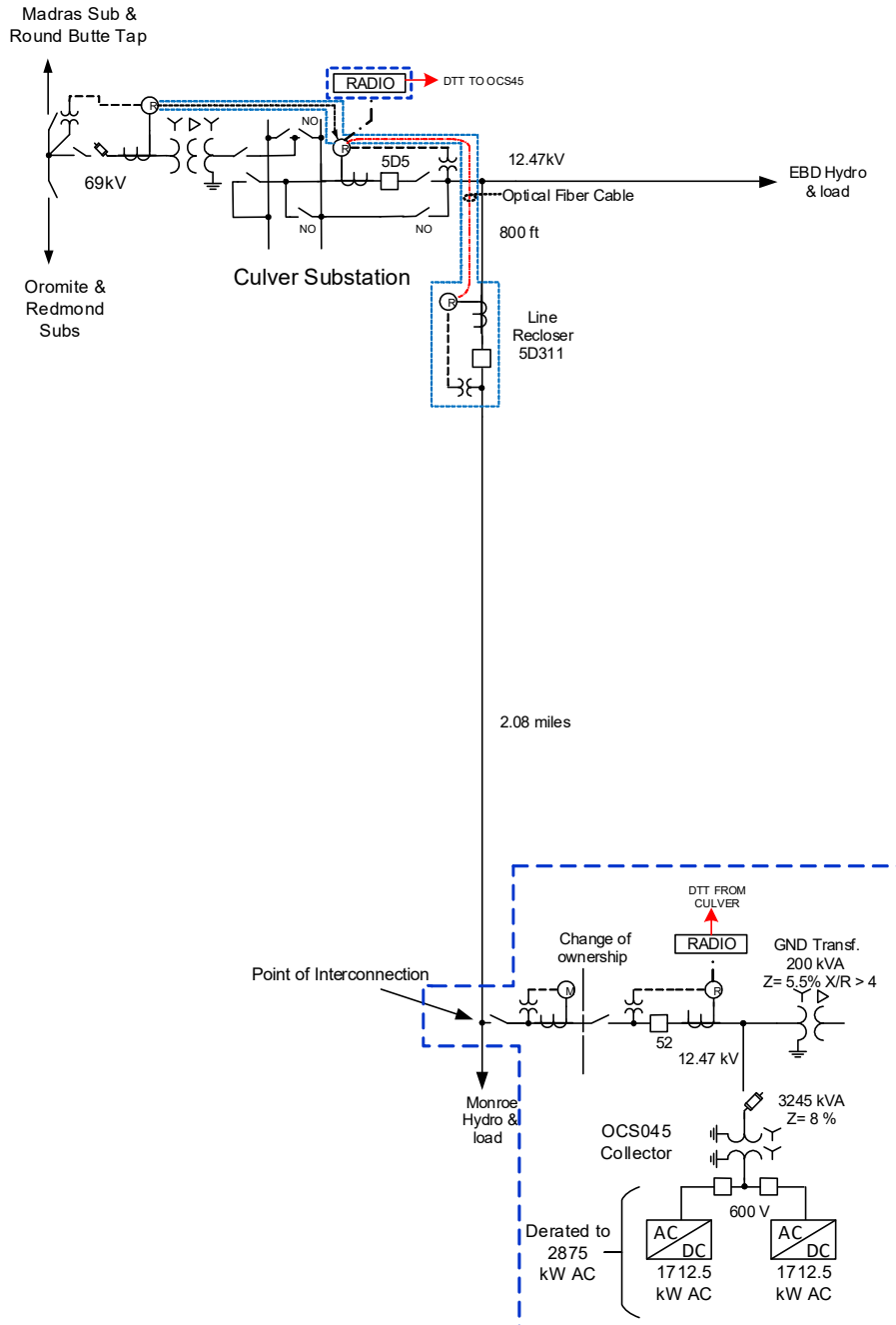
Point of Interconnection: The point where the Public Utility's Interconnection Facilities connect to the Public Utility's 12.47 kV distribution circuit 5D5 out of Culver substation. See Attachment 2.

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: April 5, 2024

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Execute Agreement and Provide First Payment</u> May 3, 2021	<u>Applicant</u>
(2)	<u>Establish Site Load Request</u> May 17, 2021	<u>Both Parties</u>
(3)	<u>Begin Engineering and Procurement</u> September 1, 2022	<u>Public Utility</u>
*(4)	<u>Provide Initial Design Package</u> January 31, 2023	<u>Applicant</u>
(5)	<u>Property/Permits/RoW Procured</u> June 1, 2023	<u>Applicant</u>
(5)	<u>Property/Permits/RoW Procured</u> June 15, 2023	<u>Public Utility</u>
*(7)	<u>Provide Final Design Package</u> July 1, 2023	<u>Applicant</u>
(8)	<u>Engineering Complete</u> November 17, 2023	<u>Public Utility</u>
(9)	<u>Begin Construction</u> December 1, 2023	<u>Public Utility</u>
(10)	<u>Provide Maintenance and Commissioning Plans</u> March 19, 2024	<u>Applicant</u>
(6)	<u>Construction Complete</u> April 1, 2024	<u>Both Parties</u>
(7)	<u>Commissioning Activities Complete</u> April 2, 2024	<u>Public Utility</u>



Interconnection Agreement for a Community Solar Project

- | | | |
|------|--|---------------------------------|
| (8) | <u>Commissioning Document Review Complete</u>
April 3, 2024 | <u>Public Utility</u> |
| (9) | <u>Backfeed</u>
April 3, 2024 | <u>Applicant</u> |
| (10) | <u>Initial Synchronization/Gen Testing</u>
April 4, 2024 | <u>Applicant</u> |
| (8) | <u>Commercial Operations</u>
April 5, 2024 | <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 Community Solar Project location, inverter/turbine selection, basic protection package, tie line route and collector system locations and data as applicable. Applicant final design package shall include PE stamped issued for construction (“IFC”) drawings for Community Solar Project, relay settings, 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 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: <u>Funds due no later than</u> May 3, 2021 (or when Interconnection Agreement is executed)	<input type="checkbox"/> <u>Levelized Option</u> \$10,000	<input type="checkbox"/> <u>Stepped Option</u> \$10,000
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Interconnection Agreement for a Community Solar Project

June 3, 2021	\$87,833	\$25,100
August 3, 2021	\$87,833	\$50,200
October 3, 2021	\$87,833	\$75,300
December 3, 2021	\$87,833	\$100,400
February 3, 2022	\$87,833	\$125,500
April 3, 2022	\$87,833	\$150,600

*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 5

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

Distribution Upgrades: Extend and reconductor distribution line, replace poles, and replace recloser; install communications equipment at the line recloser; and install ~900 feet of fiber optic cable. Estimated cost is \$398,000.

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

- Install communications equipment, conduit, instrument transformers and modify line relays at Culver substation. Estimated cost is \$147,000.



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 Community Solar Project and associated collector system.
- 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 POI. 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 1547-2018. 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 1547-2018 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.
- As per NERC standard VAR-001-1, the Public Utility is required to specify voltage or reactive power schedule at the POI. 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 12.5 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 solar-electric Community Solar Project
 - Detect faults on the 12.47 kV line to Culver substation



Interconnection Agreement for a Community Solar Project

- 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 Culver substation
- Procure and install instrument transformers on the Public Utility side of the recloser.
- Provide the Public Utility Level 2 password control of the recloser relay.
- Terminate the Public Utility provided cable into the recloser relay.
- Provide Public Utility unfettered and maintained access to its interconnection facilities.
- Construct the Applicant's last pole prior to the Public Utility's interconnection facilities to the 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 facilities.

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- 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 pole.
- Terminate the span of conductor between the Public Utility and Applicant facilities onto the Applicant's last pole.
- Install a pole with an antenna to provide a communications link to Culver substation.
- Install an enclosure for the radio, transceiver, battery and charger.
- Provide sufficient cable from the radio system to the Applicant's recloser relay.
- Observe and provide acceptance of the functionality of the communications path to the Applicant's recloser for transfer trip.

Point of Interconnection

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

APPLICANT TO BE RESPONSIBLE FOR

- Provide the Public Utility any necessary easements to allow the Public Utility to construct its line extension between its existing facilities and the point of change of ownership.
- Construct an access road for the Public Utility's line extension. The access road shall meet the Public Utility's standards as outlined in the Public Utility's Electric Service Requirements Manual. The access road shall be constructed in a sufficient manner to allow heavy duty equipment (such as a bucket truck), to gain 24/7/365 access to the site during all typical weather conditions for both construction and ongoing maintenance. The access road shall be maintained by the Applicant throughout the life of the Oregon Community Solar facility.



Interconnection Agreement for a Community Solar Project

PUBLIC UTILITY TO BE RESPONSIBLE FOR

- Design, procure, install, own and maintain the required extension of the 12.5 kV facilities from Public Utility's existing facilities (assumed to be facility point 01412012.0359960) to the Point of Change of Ownership including an underground extension directly bored under the road between the Public Utility's existing infrastructure and the Applicant's facilities along with a minimum of two poles, conductor, cutouts, fuses, jumpers and a gang operated switch.
- 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 Public Utility's 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
 - Reconductor approximately 2,200 feet of the distribution circuit with 4/0 Al conductor. Replace approximately ten transmission structures containing the distribution as underbuild.
 - Remove 100T line fuses at pole 01412012.0359961 and install 100T line fuses at pole 01412012.0359560.
 - Develop and implement a transfer trip scheme between the Applicant's Community Solar Project and both Culver substation and line recloser 5D311.
 - Install approximately 800 feet of fiber optic cable between line recloser 5D311 and Culver substation.
 - Terminate the fiber optic cable into the 5D311 recloser.
 - Install a cabinet at line recloser to hold an SEL radio, fiber transceiver and patch panel to establish a communications link to the radio system to be installed at the Applicant's site.
- Culver Substation
 - Modify the existing relays to key the transfer trip to the Applicant's recloser.
 - Modify the settings of the 69-12.5 kV voltage regulator to account for the Applicant's generator.
 - Install concrete capped conduits to allow for the installation of fiber running from line recloser 5D311 into the substation control building.
 - Install the necessary communications equipment to tie in the new fiber.
 - Include the new status points of the transfer trip radio system into the existing substation RTU.

CERTIFICATE OF SERVICE

In accordance with ORCP 9 and OAR 860-082-0085(4), I hereby certify that on April 12, 2024, I caused to be served a full and exact copy of the foregoing Complaint for Enforcement, Conard Testimony and Affidavit, Executive Summary, Motion for Affirmative Relief, and Motion for Expedited Consideration via e-mail and/or over-night mail to the following parties:

Green Solar LLC Brandon Conard, SolRiver Capital, LLC 1290 Broadway St., Suite 520 Denver, CO 80203 brandon@solrivercapital.com (Service via email only)	PacifiCorp Robert Eckenrod 825 NE Multnomah St, Suite 1600 Portland, OR 97232 Robert.Eckenrod@pacificorp.com (Service via email and over-night mail)
Filing Center Public Utility Commission of Oregon PO Box 1088 Salem, OR 97308-1088 PUC.FilingCenter@puc.oregon.gov (Service via email only)	

Dated: April 12, 2024

/s/ Irion A. Sanger
Sanger Law PC
Attorney for Green Solar LLC
OSB No. 003750

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 <https://www.oregon.gov/puc/Pages/default.aspx>. 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.