

June 9, 2021

Mr. Ken Kaufman
1785 Willamette Falls Drive, Suite 5
West Linn, Oregon 97086

RE: June 2, 2021, Notice of Intent to File Complaint for Enforcement regarding OCS 024, 062, and 063.

Dear Mr. Kaufman:

The purpose of this letter is to respond to the June 2, 2021, Notice of Intent to File Complaint for Enforcement (referred to herein as the “June 2nd Notice”).¹ For reasons discussed further below, PacifiCorp agrees to an extension until July 9, 2021, for Sunthurst Energy LLC’s (“Sunthurst”) to execute the facilities study agreements for OCS 062 and 063. For OCS 024, your June 2nd Notice fails to address how PacifiCorp has been actively working with Sunthurst to amend the interconnection agreement to address items that Sunthurst proposes to construct. Daniel Hale provided his response regarding OCS 024 to PacifiCorp on June 1, 2021. Therefore, consistent with PacifiCorp’s April 14, 2021 and May 24, 2021 emails to Sunthurst, the cure period for Sunthurst to execute the OCS 024 interconnection agreement is no longer in effect while negotiations are ongoing.

This response letter also clarifies the record and corrects several incorrect and misleading statements in the June 2nd Notice and provides factual details that Sunthurst omitted. It is important to note at the outset, however, that PacifiCorp will not agree to share in any of the reasonable costs identified through the interconnection study process related to Sunthurst’s proposed interconnections of OCS 024, 062, and 063.

¹ The June 2nd Notice was filed pursuant to OAR 860-082-0085. Section 85 of Division 82 “specifies the procedure for a public utility, an interconnection customer, or an applicant to file a complaint for the enforcement of an interconnection agreement.” OAR 860-082-0085(1). As you know, Sunthurst has not executed interconnection agreements for OCS 024, 062, or 063. Therefore, there are no interconnection agreements to enforce, and it does not appear that OAR 860-082-0085 would apply to a potential Sunthurst complaint. If OAR 860-082-0085 does not apply, then there is no requirement that Sunthurst provide notice. In your June 7, 2021, email you argued that your notice was sufficient under OAR 860-082-0085 but did not address PacifiCorp’s underlying point that whether the notice was sufficient is irrelevant because OAR 860-082-0085 does not apply.

I. The June 2nd Notice omits critical facts and mischaracterizes others.

(a) The June 2nd Notice inaccurately states that Sunthurst submitted written questions relating to OCS 062.

PacifiCorp provided System Impact Study (“SIS”) Reports for OCS 062 and 063 (the Nye and Reith projects, respectively) on May 3, 2021. Then, on May 8, 2021, PacifiCorp received written questions from Sunthurst regarding *only* OCS 063. PacifiCorp had been working in good faith on responses to those question and the responses were sent to Mr. Daniel Hale on June 4, 2021.

The June 2nd Notice states that “Sunthurst e-mailed questions about the SIS Reports to Mr. Ty Engle,” but that, “Sunthurst has not received specific responses to any of its questions.”² To be clear, prior to the June 2nd Notice, PacifiCorp had received no questions from Sunthurst regarding OCS 062. Therefore, the questions provided for OCS 062 as a part of the June 2nd Notice was the first time PacifiCorp received these questions -- submitted 30 days after Sunthurst received the SIS Report and nine days after Sunthurst was required to execute the facilities study agreement for OCS 062.

Moreover, the June 2nd Notice ignores that PacifiCorp and Sunthurst scheduled meetings on May 11 and May 12, 2021, for OCS 063 and OCS 062, respectively, which were intended to address questions that Sunthurst had regarding the two interconnection requests. On May 8, 2021, Mr. Hale cancelled the meeting for OCS 063 and instead submitted written questions (as noted above). On May 10, 2021, Mr. Hale cancelled the meeting for OCS 062 and noted Sunthurst would have questions related to OCS 062—but Sunthurst never submitted those questions prior to the June 2nd Notice. Had those meetings been held, it is likely many of Sunthurst’s questions could have been addressed and potentially resolved. The emails referenced above from Mr. Hale are provided in Attachment A.

(b) Potential modifications to the interconnection agreement for OCS 024.

The June 2nd Notice misleadingly suggests that Sunthurst is waiting for PacifiCorp to respond to Sunthurst’s requested modifications to the tendered interconnection agreement for OCS 024. The June 2nd Notice references a February 25, 2021, email from Sunthurst to PacifiCorp regarding potential modifications to the scope of work to allow Sunthurst to construct certain interconnection facilities.³ The June 2nd Notice would lead the reader to believe that Sunthurst heard no response from PacifiCorp until May 21, 2021, when PacifiCorp issued a notice that OCS 024 is deemed withdrawn due to the failure of Sunthurst to timely execute the interconnection agreement (“May 21st Notice”). In reality, Mr. Kris Bremer responded to the February 25, 2021, email on April 14, 2021. The April 14, 2021, email is provided in Attachment A and indicates that it was sent to you, Mr. Hale, and Michael Beanland, Sunthurst’s engineer. In the email, Mr.

² June 2nd Notice at 1.

³ Note that the June 2nd Notice states that Sunthurst’s February 25, 2021, correspondence related to the “OCS 024 Facilities Study.” That is incorrect. The correspondence related to the tendered interconnection agreement.

Bremer acknowledged that Sunthurst could potentially construct certain facilities, but that the tendered interconnection agreement would need to be amended accordingly. Mr. Bremer:

- Advised Sunthurst that it would be required to follow the requirements outlined in PacifiCorp's Applicant Built Line Extension (ABLE) Policy if it intended to design, procure and/or construct any PacifiCorp owned facilities. PacifiCorp provided the ABLE Policy;⁴
- Asked Sunthurst to confirm which of those activities (design, procurement and construction) Sunthurst is proposing to perform for the line extension; and
- Noted that (after Sunthurst provided confirmation) a revised interconnection agreement would be provided with updated scope, cost estimate and milestones.

Sunthurst failed to respond to the April 14, 2021, email. Accordingly, approximately five weeks later, PacifiCorp sent the May 21st Notice indicating that OCS 024 was deemed withdrawn for failure to execute its tendered interconnection agreement.

After receiving the May 21st Notice, Mr. Hale responded on that same day. Mr. Hale's May 21, 2021, email is provided in Attachment A. Sunthurst acknowledged that PacifiCorp had tolled the time for executing the interconnection agreement by over 100 days. Mr. Hale's email did not reference the April 14, 2021, email from Mr. Bremer and provided none of the information specifically requested by Mr. Bremer. Instead, Mr. Hale simply requested further tolling of Sunthurst's obligation to execute the interconnection agreement for OCS 024 until an order in docket UM 2118 is issued (even though OCS 024 is not at issue in docket UM 2118) or that PacifiCorp update the tendered interconnection agreement based on Sunthurst's February 25, 2021, email (even though PacifiCorp had already responded to the February 25, 2021, email and requested clarification that was never provided).

On May 24, 2021, Mr. Bremer responded to Mr. Hale. Mr. Bremer stated that because Sunthurst had never responded to his April 14, 2021, email PacifiCorp could not update the tendered interconnection agreement. Mr. Bremer then helpfully provided Mr. Hale a MS Word version of the OCS 024 interconnection agreement with "items flagged that PacifiCorp would allow Sunthurst install/construct." Mr. Bremer explained that if Sunthurst "would like to confirm which of those items that Sunthurst would propose to construct PacifiCorp would be happy to revise the SGIA and send an updated version for execution." Mr. Bremer's May 24, 2021, email is provided in Attachment A.

Mr. Hale responded to Mr. Bremer's May 24, 2021, email on June 1, 2021 and copied you. The email is provided in Attachment A. Mr. Bremer confirmed Mr. Hale's response in two emails dated June 3, 2021; the latter email stated that the cure period identified in the May 21st Notice is no longer in effect while negotiations were ongoing. Mr. Hale's June 1st and Mr. Bremer's June 3, 2021, emails are provided in Attachment A. Mr. Hale's email was dated one day before you filed the June 2nd Notice. It is baffling why Sunthurst would provide the June 2nd Notice, as it relates to

⁴ Although the ABLE Policy provided was for Rocky Mountain Power, it is equally applicable for Pacific Power's system, as well.

OCS 024, given the June 1, 2021, email from Mr. Hale. Moreover, the failure to acknowledge these communications is very misleading.

Sunthurst's June 2nd Notice asks PacifiCorp to toll Sunthurst's obligation to execute the OCS 024 interconnection agreement until PacifiCorp responds to Sunthurst's February 25, 2021, email. As detailed above, the June 2nd Notice inexplicably fails to address developments regarding the OCS 024 interconnection agreement that occurred prior to the June 2nd Notice and therefore the June 2nd Notice requests regarding OCS 024 are moot.

II. Response to alleged "Programmatic Issues"

(a) PacifiCorp must study Sunthurst's interconnections based on expected system conditions when the generators will interconnect.

The June 2nd Notice states that for OCS 024, 062, and 063, PacifiCorp "studied system conditions that do not currently exist and were not announced prior to Sunthurst's interconnection requests."⁵ The June 2nd letter claims that PacifiCorp "studied the distribution system as it believes it will be at some future, unspecified date."⁶ These allegations misunderstand both how interconnection studies are performed and the specific facts that underly the studies for Sunthurst's projects.

First, PacifiCorp must perform interconnection studies based on how it reasonably believes its system will exist at the time of the proposed interconnection. This means, for example, that PacifiCorp must account for planned changes in load, planned upgrades or modifications to the transmission or distribution system, and planned interconnections of higher queued generators even if those generators are not operational when the interconnection study is performed. In contrast, it appears that Sunthurst wants PacifiCorp to "lock in" system conditions at the time an interconnection request is received and ignore expected changes that will occur before the generator interconnects. Such an approach is contrary to the fundamental framework underlying interconnection studies and would create an entirely unworkable study process that would compromise PacifiCorp's ability to operate its system in a reliable and efficient manner.

Second, PacifiCorp's study assumptions for Sunthurst's projects were based on expected system conditions on December 31, 2021, which is the date that Sunthurst selected to interconnect its projects.

(b) Sunthurst knew that their selected circuits for OCS 024 and OCS 062 were not available prior to executing the system impact study agreements.

Sunthurst claims that PacifiCorp "unilaterally" changed the Points of Interconnection ("POIs") for OCS 024 and OCS 062. This claim is untrue. For OCS 024, Sunthurst chose circuit 5W403 as its proposed POI. For OCS 062, Sunthurst chose circuit 5W203. Those POIs, however,

⁵ June 2nd Notice at 2.

⁶ *Id.*

are unavailable because of changes to the distribution system configuration that are being undertaken to serve customer load. It is reasonable for PacifiCorp to plan for proposed interconnections on circuits that will be available at the time the interconnection is requested. Unlike circuits 5W403 and 5W203, circuits 5W856 and 5W857 will be available at the time of the proposed interconnections. PacifiCorp currently expects the buildout of the distribution system configuration to be completed in September of 2021.

Importantly, PacifiCorp informed Sunthurst that its chosen POIs were unavailable at the scoping meetings that were held *before* Sunthurst executed the system impact study agreements for OCS 024 and 062. In particular:

- For OCS 024, at the scoping meeting PacifiCorp advised Sunthurst that its choice of a POI (circuit 5W403) was not available and that the studies for OCS 024 would assume that the POI was circuit 5W857. On May 8, 2020, PacifiCorp followed up with an email to Mr. Hale confirming the new POI. The email is provided in Attachment A. Sunthurst subsequently executed the system impact study agreement, which referenced circuit 5W857 as the POI. A copy of the executed system impact study agreement is provided in Attachment B.
- For OCS 062, at the scoping meeting PacifiCorp advised Sunthurst that its choice of a POI (circuit 5W203) was not available and that the studies for OCS 024 would assume that the POI was circuit 5W856. Sunthurst subsequently executed the system impact study agreement, which referenced circuit 5W856 as the POI. A copy of the executed system impact study agreement is provided in Attachment B.

If Sunthurst disagreed with the changes in POIs, it could have withdrawn its requests or requested a different POI that would be available before executing its system impact study agreements. It is disingenuous for Sunthurst to now complain about POIs that it agreed to simply because the study results were unfavorable. This is particularly true for OCS 024, which has completed its study process entirely and the only remaining step is execution of its interconnection agreement.

(c) PacifiCorp's published minimum daytime load values are not binding on interconnection studies.

The June 2nd Notice claims that the “system conditions” used in PacifiCorp’s interconnection studies are “materially adverse compared to the system conditions published by PacifiCorp, and upon which OCS Project Stakeholders were encouraged to rely upon when siting projects.”⁷ PacifiCorp assumes that the published system conditions you reference are the minimum daytime load (“MDL”) values posted by PacifiCorp as part of docket UM 2001. Contrary to your implication, however, PacifiCorp’s posted MDL values are expressly non-binding and provided for informational purposes only.

⁷ *Id.*

In docket UM 2001, the Interconnection Data Workgroup addressed the calculation of MDL and the posting of the MDL data. Part of that process involved the public utilities requesting that disclaimer language be included at the top of the posted MDL data. To that end, on June 21, 2019, the Public Utility Commission of Oregon (“Commission”) approved Staff working with stakeholders to develop and finalize such disclaimer language.⁸ The disclaimer language that resulted from that process has subsequently been included in the MDL data posted on PacifiCorp’s OASIS. The disclaimer language states:

Disclaimer:

- A. The data provided in the spreadsheet represents a high-level overview of certain limited pieces of information about Pacific Power’s Oregon distribution system and queue.
- B. The data represents the best available information at the time of posting, which means it does not necessarily reflect current conditions in any given area.
- C. This data is being provided on a non-binding, informational basis only, and should not be interpreted in any way as indicating or implying that a certain area may (or may not) be able to interconnect additional generation, or what the cost or timing requirements associated with interconnection in a certain area may be.
- D. The data in this spreadsheet is not intended to replace any existing interconnection service request and study processes, any transmission service request and study processes, any state or federal distribution or transmission planning processes, any existing load projection or forecasting processes, or any other existing processes that may consider the data in this spreadsheet as a single component of a broader evaluation.
- E. Pacific Power shall not be held liable under any circumstances for any errors, omissions, inaccurate, and/or out-of-date content or information provided.
- F. MDL values highlighted in orange indicate that the values are an estimation based on historic loading data. Actual values may vary significantly from the values provided.

The disclaimer language speaks for itself, but as relevant to your June 2nd Notice, it highlights that: (a) actual MDL values may vary significantly from the values listed, particularly as system conditions change; (b) the MDL data is non-binding and should not be interpreted to indicate a certain area may be able to interconnect additional generation or cost or timing requirements; and (c) the MDL values posted are the best available information at the time of posting, which means it does not necessarily reflect current conditions in any given area. The fact that actual system conditions were different from the posted MDL data does not mean that PacifiCorp must study Sunthurst’s project as if the posted data remains accurate. This is

⁸ *In the Matter of the Public Utility Commission of Oregon Investigation Into Interim PURPA Action*, Docket No. UM 2001, Order No. 19-217 (June 21, 2019).

particularly true for OCS 024 and 062 because there is no posted MDL data for the circuits to which they will interconnect.

III. PacifiCorp agrees to extensions for OCS 062 and OCS 063.

Notwithstanding the misleading nature of the June 2nd Notice, PacifiCorp agrees to provide extensions until July 9, 2021, for Sunthurst to execute the facility study agreements for OCS 062 and 063. The additional time will allow Sunthurst to consider the answers to the questions for OCS 063, which as I noted above were sent to Mr. Hale on June 4, 2021. PacifiCorp will work in good faith on the questions for OCS 062, provided for the first time in the June 2nd Notice, and will provide those responses as soon as possible. With these extensions, Sunthurst will have approximately 66 days from receipt of the facilities study agreements to execute.

Failure to execute the facilities study agreements by July 9, 2021, will mean that OCS 062 and OCS 063 will be deemed withdrawn, in accordance with PacifiCorp's Community Solar Program Interconnection Procedures.⁹ PacifiCorp cannot allow Sunthurst's projects to remain in the Community Solar Program interconnection queue for an inordinate amount of time and without continuing through the study process because doing so will create the study backlog that PacifiCorp has worked hard to clear with queue reform. Allowing Sunthurst's projects to sit in the queue also prejudices other interconnection customers, including other potential community solar projects, that may seek to interconnect in the same area(s).

Regarding OCS 024, for reasons discussed above, there is no need for an extension. The June 2nd Notice failed to acknowledge the June 1, 2021, email from Mr. Hale and, to that end, all work undertaken to respond to the June 2nd Notice regarding OCS 024 could have been avoided if Sunthurst had simply considered all communications to date.

Finally, your June 2nd Notice requested copies of distribution system drawings in the vicinity of the three projects at issue, so that Sunthurst can consider other alternatives. PacifiCorp agrees to provide those drawings subject to Sunthurst executing a non-disclosure agreement, which is provided in Attachment C. Once the non-disclosure agreement is fully executed, PacifiCorp will provide a general distribution map that shows substation location(s) and existing distribution facilities.

Sincerely,



Matthew Loftus

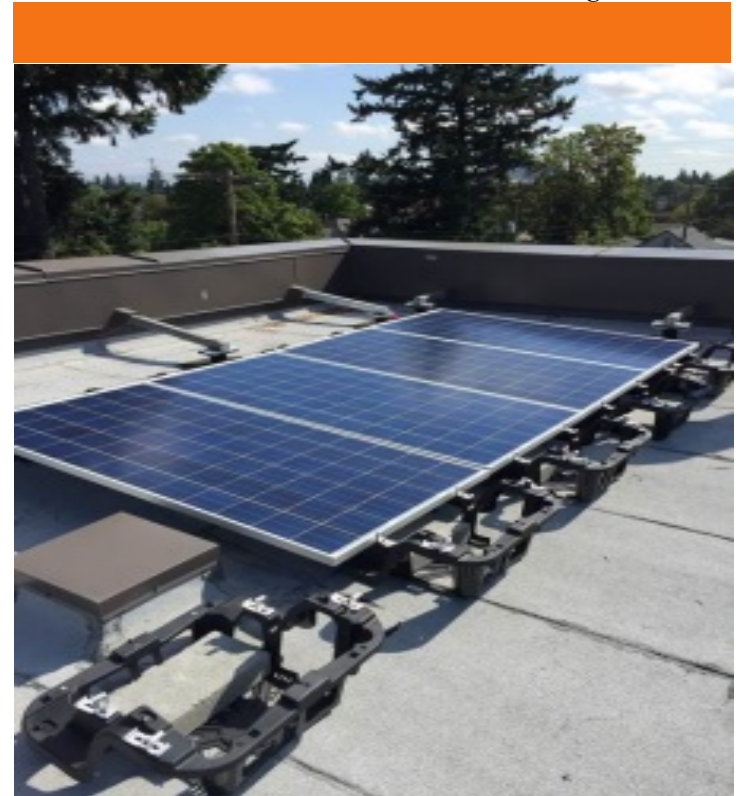
⁹ In your June 7, 2021, email you suggested that PacifiCorp's Community Solar Program Interconnection Procedures "are not a tariff, [and] are only valid to the extent they are consistent with PacifiCorp's Tariff and Commission rules[.]" To be clear, PacifiCorp's Community Solar Program Interconnection Procedures were filed with the Commission as Advice Filing 20-003 on May 1, 2020. In Order No. 20-122, the Commission approved PacifiCorp's Advice Filing 20-003, including the Community Solar Program Interconnection Procedures. By letter dated May 29, 2020, the Commission accepted PacifiCorp's compliance filing, thereby making the Community Solar Program Interconnection Procedures controlling.

Portland Public Schools Solar Project

OPUC Public Hearing
UP 324

August 11, 2015

Presenter: Joey Ross



Overview

Initiated in Spring 2015, this project will install mono-crystalline solar electric systems on six Portland public schools (PPS).

- **Total Project Cost:** \$4.6M (\$3.80/watt)
- **Nameplate Capacity:** 1.2 MW_{DC}
- **Placed In Service:** September 2015
- **Financial Structure:** Sale-Leaseback

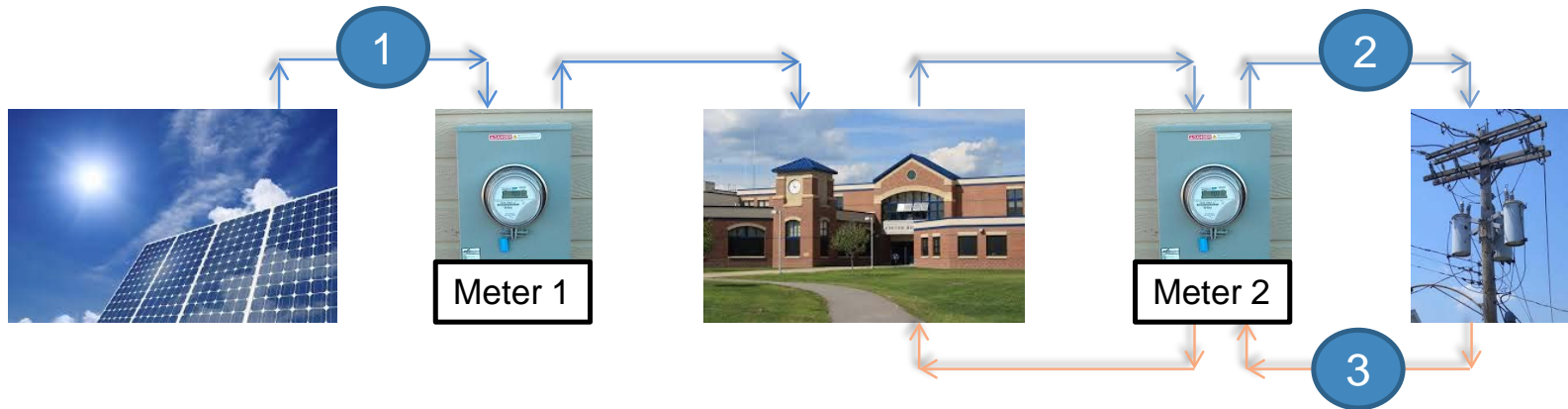
This project will be used in aggregate with other resources to meet PGE's Renewable Portfolio Standard requirement.




Flow of Electricity

1) Electricity produced by the solar panels is directly fed to the school.

2) Any electricity produced by the solar panels that is not used by the school goes to the grid.



 The school pays the standard retail rate for all electricity used, regardless of where it is generated.

3) If the electricity produced by the solar panels is not enough to meet the school's need, the school receives energy from the grid.

Project Financials

Portland Public Schools	
Total Project Cost	\$4.6M (\$3.80/watt)
Design & Build	\$3.8M (\$3.20/watt)
Development	\$0.8M
Incentives	
Energy Trust of Oregon (ETO)	\$1.0M
Clean Wind Development Fund (CWDF)	\$2.0M
Repurchase Amount	\$1.0M (Year 6)
Standard (non-renewable) Blended Avoided Cost	\$64.49 68.96 /MWh
Project Cost	\$64.49 58.80 /MWh

Contributions and Benefits

PGE Customers

- Annual revenue requirement recovered through Sch. 122
- Customers receive solar electricity at a cost that is approximately equal to non-renewable power on a levelized \$/kWh basis

ETO

- \$1M contribution
- 26% of renewable energy credits (RECs) retired on behalf of PGE customers

CWDF

- \$2M contribution
- 52% of RECs retired on behalf of CWDF customers

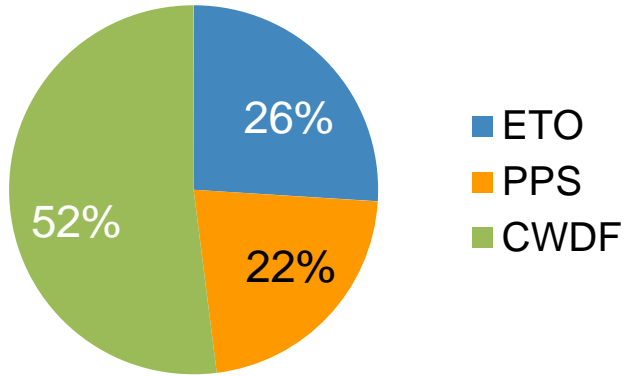
PPS

- Rent payments for hosting the site
- 22% of RECs assigned to PPS

REC Distribution



REC Allocation



REC distributed according to contribution

Questions



Appendix: REC allocation summary

Total RECs Generated	29,633	
	REC Allocation	
	# of RECs	% of Total RECs Generated
PGE Customers Through ETO	7,823	26%
CWDF	15,430	52%
PPS	6,380	22%
PGE Customers*	1,956	7%
Total	<u>31,589</u>	<u>107%</u>

*Additional bundled RECs purchased by PGE with below the line funds as agreed to in UP 324

Attachment B

CSP System Impact Study Form Agreement

This agreement is made and entered into this 11th day of June, 2020 by and between Sunthurst Energy LLC (OCS024), a limited liability company organized and existing under the laws of the State of Oregon, (“Applicant”) and PacifiCorp, a corporation existing under the laws of the State of Oregon, (“Public Utility”). Applicant and Public Utility each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, The Applicant is proposing to develop a Community Solar Project (“CSP”) as the term is defined in ORS 757.386(1)(a), that meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088, and is consistent with the certified CSP Interconnection Application (“Application”) completed on April 29, 2020 and;

Whereas, The Applicant desires to interconnect the Community Solar Project with the Public Utility’s Distribution System (“Distribution System”);

Whereas, The Applicant has requested the Public Utility perform an Interconnection System Impact Study to assess the impact of interconnecting the Community Solar Project to the Public Utility’s Distribution System and on any Affected Systems;

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

1. When used in this agreement, with initial capitalization, the terms specified shall have the meanings given in the Public Utility’s Community Solar Project Interconnection Procedures (“CSP Interconnection Procedures”).
2. Applicant elects and Public Utility shall cause to be performed a System Impact Study consistent with the CSP Interconnection Procedures.
3. The Parties shall set out the assumptions to be used in conducting the System Impact Study in Attachment A, which is incorporated as part of this Agreement.
4. The System Impact Study will be based on the technical information provided by Applicant in the Application, as well as in this agreement. The Public Utility reserves the right to request additional technical information from Applicant as may reasonably become necessary consistent with Good Utility Practice during the course of the System Impact Study. If the Applicant modifies its designated Point of Interconnection, its Application, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
5. The System Impact Study report shall provide the following information:
 - i. Identification of any circuit breaker short circuit capability limits exceeded

CSP System Impact Study Form Agreement

as a result of the interconnection,

- ii. Identification of any thermal overload or voltage limit violations resulting from the interconnection,
 - iii. Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and
 - iv. Description and good faith non-binding, estimated cost of facilities required to interconnect the Community Solar Project to Public Utility's Distribution System and to address the identified short circuit, instability, and power flow issues.
6. As required by the CSP Interconnection Procedures, Attachment B to this agreement provides a scope for the System Impact Study, a reasonable schedule for completion of the System Impact Study, and a good-faith, non-binding estimate of the cost to perform the System Impact Study. Barring unforeseen circumstances, the System Impact Study shall be completed and the results transmitted to the Applicant within 30 Business Days after this Agreement is signed by the Parties.
7. The Public Utility may require a study deposit in an amount permitted by the CSP Interconnection Procedures and the Public Utility shall have no obligation to begin the System Impact Study until such time as the Applicant has paid such deposit.
8. The Applicant agrees to pay the actual cost of the System Impact Study. Study fees shall be based on actual costs. For purposes of the CSP Interconnection Procedures, this provision shall constitute the Applicant's written authorization for the Public Utility to incur and assess costs in excess of the initial application fee.
9. Affected Systems may participate in the preparation of a System Impact Study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a System Impact Study that covers potential adverse system impacts on their electric systems, and the Public Utility has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.



CSP System Impact Study Form Agreement

In witness thereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written:

PacifiCorp

Signed Rick Vail Digitally signed by Rick Vail
Date: 2020.06.11 08:45:29 -07'00' Date 06/11/2020

Name (Printed): Rick Vail Title VP, Transmission

Sunthurst Energy LLC

Signed  Date 6/5/2020

Name (Printed): Daniel Hale Title Principal

CSP System Impact Study Form Agreement**Attachment A: CSP System Impact Study Agreement****Assumptions Used in Conducting the CSP System Impact Study**

As stated in the recitals to this Agreement and notwithstanding what is otherwise stated in Section 4 of the Agreement, the System Impact Study shall be based on the information provided to date by Applicant, subject to any modifications in accordance with the CSP Interconnection Procedures, and the following assumptions:

1. Designation of Point of Interconnection and configuration to be studied.
 - Circuit 5W857 out of McKay substation at 12.5 kV, 1.57 MW
2. Other Assumptions:
 - a. PacifiCorp will consider any interconnection requests that are proposing to interconnect on the same circuit/substation as the CSP request if those interconnection requests:
 - i. Have a higher priority CSP queue position; or
 - ii. Were submitted into PacifiCorp's traditional interconnection queue prior to the CSP request.
 - b. Interconnection requests that meet either of the above criteria but are not proposing to interconnect to the same circuit/substation as the CSP request will not be considered unless system configuration operations options exist that require them to be considered.

Note: Information for Sections 1 and 2 have been provided and/or confirmed by the Applicant and confirmed by the Public Utility.

CSP System Impact Study Form Agreement**Attachment B: CSP System Impact Study Agreement****Detailed Scope, Reasonable Schedule, and Good-Faith non-Binding Cost Estimate for CSP System Impact Study**

1. Detailed Scope:

PacifiCorp will perform an Energy Resource Interconnection Service study as outlined in the Open Access Transmission Tariff (OATT)¹ filed with FERC, except it will: (1) modify traditional higher-queued assumptions and (2) subject the resource to a size cap.

PacifiCorp will memorialize these details in the System Impact Study agreement to be executed by the customer and PacifiCorp before commencing the study.

PacifiCorp will also perform a non-binding, informational analysis of the requirements associated with interconnecting the CSP project using Network Resource Interconnection Service (NR).² This non-binding NR-interconnection analysis will be provided in the same System Impact Study report as the binding interconnection analysis, along with good-faith estimates of both costs and timing of any system upgrades necessary for both types of service.

Interconnection System Impact Study report shall provide the following information:

- Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,
- Identification of any thermal overload or voltage limit violations resulting from the interconnection,
- Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and
- Description and good faith non-binding, estimated cost of facilities required to interconnect the Community Solar Project to Public Utility's Distribution System and to address the identified short circuit, instability, and power flow issues.

*If the Community Solar Project is studied jointly with any other, than the System Impact Study will include relevant information of the above items which will affect the Community Solar Project (inclusive schedule, scope, and estimated cost).

2. Reasonable Schedule:

The Public Utility's good faith estimate for the time of completion of the System Impact Study

¹ As defined in Section 38.2.1 of PacifiCorp OATT.

² As defined in Section 38.2.2 of the OATT.

CSP System Impact Study Form Agreement

is 30 Business Days after the Applicant returns the executed study with required technical data and requested deposit.

3. Estimated study costs:

In accordance with the CSP Interconnection Procedures, the Applicant will need to provide a deposit in the amount of \$1,000. The estimated study cost for the System Impact Study is \$10,000. The Applicant is only responsible for the actual costs of the System Impact Study, which will be totaled upon the conclusion of the System Impact Study.

*If the Community Solar Project is studied jointly with any other, than the actual costs of the study will be shared between the studied projects in the manner described in the Public Utility's Community Solar Procedures (50% per capita based on number of projects and 50% on a pro-rata basis of the Community Solar Project's size of generation).

CSP System Impact Study Form Agreement

This agreement is made and entered into this 24th day of February, 2021 by and between Sunthurst Energy LLC (OCS062), a limited liability company organized and existing under the laws of the State of Oregon, (“Applicant”) and PacifiCorp, a corporation existing under the laws of the State of Oregon, (“Public Utility”). Applicant and Public Utility each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, The Applicant is proposing to develop a Community Solar Project (“CSP”) as the term is defined in ORS 757.386(1)(a), that meets the certification and eligibility requirements of OPUC Rule OAR 860, Division 088, and is consistent with the certified CSP Interconnection Application (“Application”) completed on January 14, 2021 and;

Whereas, The Applicant desires to interconnect the Community Solar Project with the Public Utility’s Distribution System (“Distribution System”);

Whereas, The Applicant has requested the Public Utility perform an Interconnection System Impact Study to assess the impact of interconnecting the Community Solar Project to the Public Utility’s Distribution System and on any Affected Systems;

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

1. When used in this agreement, with initial capitalization, the terms specified shall have the meanings given in the Public Utility’s Community Solar Project Interconnection Procedures (“CSP Interconnection Procedures”).
2. Applicant elects and Public Utility shall cause to be performed a System Impact Study consistent with the CSP Interconnection Procedures.
3. The Parties shall set out the assumptions to be used in conducting the System Impact Study in Attachment A, which is incorporated as part of this Agreement.
4. The System Impact Study will be based on the technical information provided by Applicant in the Application, as well as in this agreement. The Public Utility reserves the right to request additional technical information from Applicant as may reasonably become necessary consistent with Good Utility Practice during the course of the System Impact Study. If the Applicant modifies its designated Point of Interconnection, its Application, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
5. The System Impact Study report shall provide the following information:
 - i. Identification of any circuit breaker short circuit capability limits exceeded

CSP System Impact Study Form Agreement

as a result of the interconnection,

- ii. Identification of any thermal overload or voltage limit violations resulting from the interconnection,
 - iii. Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and
 - iv. Description and good faith non-binding, estimated cost of facilities required to interconnect the Community Solar Project to Public Utility's Distribution System and to address the identified short circuit, instability, and power flow issues.
6. As required by the CSP Interconnection Procedures, Attachment B to this agreement provides a scope for the System Impact Study, a reasonable schedule for completion of the System Impact Study, and a good-faith, non-binding estimate of the cost to perform the System Impact Study. Barring unforeseen circumstances, the System Impact Study shall be completed and the results transmitted to the Applicant within 30 Business Days after this Agreement is signed by the Parties.
 7. The Public Utility may require a study deposit in an amount permitted by the CSP Interconnection Procedures and the Public Utility shall have no obligation to begin the System Impact Study until such time as the Applicant has paid such deposit.
 8. The Applicant agrees to pay the actual cost of the System Impact Study. Study fees shall be based on actual costs. For purposes of the CSP Interconnection Procedures, this provision shall constitute the Applicant's written authorization for the Public Utility to incur and assess costs in excess of the initial application fee.
 9. Affected Systems may participate in the preparation of a System Impact Study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a System Impact Study that covers potential adverse system impacts on their electric systems, and the Public Utility has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.



CSP System Impact Study Form Agreement

In witness thereof, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written:

PacifiCorp

Signed Rick Vail Digitally signed by Rick Vail
Date: 2021.02.12
06:43:51 -08'00' Date 02/12/2021

Name (Printed): Rick Vail Title VP, Transmission

Sunthurst Energy LLC

Signed  Date 2/10/2021

Name (Printed): Daniel Hale Title Owner

CSP System Impact Study Form Agreement**Attachment A: CSP System Impact Study Agreement****Assumptions Used in Conducting the CSP System Impact Study**

As stated in the recitals to this Agreement and notwithstanding what is otherwise stated in Section 4 of the Agreement, the System Impact Study shall be based on the information provided to date by Applicant, subject to any modifications in accordance with the CSP Interconnection Procedures, and the following assumptions:

1. Designation of Point of Interconnection and configuration to be studied.
 - Circuit 5W856 out of McKay (was 5W203 out of Buckaroo) substation at approximately 45°39'39.57"N, 118°46'17.39"W; 2.4 MW nameplate, December 31, 2021 requested in-service
2. Other Assumptions:
 - a. PacifiCorp will consider any interconnection requests that are proposing to interconnect on the same circuit/substation as the CSP request if those interconnection requests:
 - i. Have a higher priority CSP queue position; or
 - ii. Were submitted into PacifiCorp's traditional interconnection queue prior to the CSP request.
 - b. Interconnection requests that meet either of the above criteria but are not proposing to interconnect to the same circuit/substation as the CSP request will not be considered unless system configuration operations options exist that require them to be considered.

Note: Information for Sections 1 and 2 have been provided and/or confirmed by the Applicant and confirmed by the Public Utility.

CSP System Impact Study Form Agreement**Attachment B: CSP System Impact Study Agreement****Detailed Scope, Reasonable Schedule, and Good-Faith non-Binding Cost Estimate for CSP System Impact Study**

1. Detailed Scope:

PacifiCorp will perform an Energy Resource Interconnection Service study as outlined in the Open Access Transmission Tariff (OATT)¹ filed with FERC, except it will: (1) modify traditional higher-queued assumptions and (2) subject the resource to a size cap.

PacifiCorp will memorialize these details in the System Impact Study agreement to be executed by the customer and PacifiCorp before commencing the study.

PacifiCorp will also perform a non-binding, informational analysis of the requirements associated with interconnecting the CSP project using Network Resource Interconnection Service (NR).² This non-binding NR-interconnection analysis will be provided in the same System Impact Study report as the binding interconnection analysis, along with good-faith estimates of both costs and timing of any system upgrades necessary for both types of service.

Interconnection System Impact Study report shall provide the following information:

- Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,
- Identification of any thermal overload or voltage limit violations resulting from the interconnection,
- Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and
- Description and good faith non-binding, estimated cost of facilities required to interconnect the Community Solar Project to Public Utility's Distribution System and to address the identified short circuit, instability, and power flow issues.

*If the Community Solar Project is studied jointly with any other, than the System Impact Study will include relevant information of the above items which will affect the Community Solar Project (inclusive schedule, scope, and estimated cost).

2. Reasonable Schedule:

The Public Utility's good faith estimate for the time of completion of the System Impact Study

¹ As defined in Section 38.2.1 of PacifiCorp OATT.

² As defined in Section 38.2.2 of the OATT.

CSP System Impact Study Form Agreement

is 30 Business Days after the Applicant returns the executed study with required technical data and requested deposit.

3. Estimated study costs:

In accordance with the CSP Interconnection Procedures, the Applicant will need to provide a deposit in the amount of \$1,000. The estimated study cost for the System Impact Study is \$10,000. The Applicant is only responsible for the actual costs of the System Impact Study, which will be totaled upon the conclusion of the System Impact Study.

*If the Community Solar Project is studied jointly with any other, than the actual costs of the study will be shared between the studied projects in the manner described in the Public Utility's Community Solar Procedures (50% per capita based on number of projects and 50% on a pro-rata basis of the Community Solar Project's size of generation).

Attachment C

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of the [] day of June, 2021, by and between PacifiCorp, an Oregon corporation, and Sunthurst Energy, LLC, together with its subsidiaries and affiliates (collectively, the "Sunthurst"), each a "Party" and together the "Parties".

WHEREAS, Sunthurst has requested distribution system drawings in connection with three Community Solar Program interconnection requests – OCS 024, OCS 062, and OCS 063 (the "Interconnection Discussions");

WHEREAS, PacifiCorp has agreed to provide certain distribution system drawings or maps in response to Sunthurst's request, with such distribution system drawings or maps being considered and maintained by PacifiCorp as Confidential Information (as defined below);

NOW THEREFORE, in consideration of and as a condition for PacifiCorp furnishing the Confidential Information (as defined below), Sunthurst agrees to the following:

1. **Definitions.**

- a. **Confidential Information.** Any oral or written information which is made available to Sunthurst or one of its Representatives (a "Receiving Party") by PacifiCorp or one of its Representatives (a "Disclosing Party") in connection with the Interconnection Discussions before or after the Effective Date of this Agreement, regardless of the manner in which such information is furnished. Confidential Information also includes the following: all data, materials, products, compilations, evaluations, analyses or other information developed or prepared by Receiving Party or its Representatives using Confidential Information.

Notwithstanding anything in this Agreement to the contrary, the term "Confidential Information" does not include any information which

- (i) at the time of disclosure by Disclosing Party, or thereafter, is generally available to and known by the public (other than as a result of a disclosure made directly or indirectly by Receiving Party or its Representatives),
- (ii) was available to Receiving Party or its Representatives on a non-confidential basis from a source other than Disclosing Party (provided that such source is not or was not bound by a confidentiality agreement with Disclosing Party or its Representatives or had any other duty of confidentiality to Disclosing Party or its Representatives known to the Receiving Party), or
- (iii) is already known to the Receiving Party or has been independently acquired or developed by Receiving Party without violating any of such Receiving Party's obligations under this Agreement.

- b. **Effective Date.** The effective date of this Agreement shall be the latest date that either Party executes the Agreement.

- c. **Representative.** A Party's officers, employees, partners, consultants, agents, or associates.

2. **Confidentiality; Disclosure.**

- a. **Confidential Information.** The Confidential Information must be kept strictly confidential by Receiving Party and Receiving Party agrees to protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, as Receiving Party uses

to protect its own confidential information of a like nature.

Receiving Party may disclose the Confidential Information or portions thereof to Receiving Party's Representatives (which must cause them to become Receiving Party hereunder) who need to know such information for the purpose of analysis or performing an obligation related to the Interconnection Discussions, *provided* that Receiving Party shall cause its Representatives to comply with the provisions of this Agreement. Notwithstanding the foregoing, Sunthurst and its Representatives are not authorized to disclose such Confidential Information to any Representative without (i) informing such Representative of the confidential nature of the Confidential Information and (ii) securing the agreement of such Representative to a similar confidentiality obligation. The Receiving Party agrees to be responsible for any breach of this Section 2 by Receiving Party or Receiving Party's representatives.

In the event that Receiving Party or one of its Representatives becomes legally compelled (by law, rule, regulation, order, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, such Receiving Party must provide Disclosing Party with prompt prior written notice of such requirement so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section 2. In the event that such protective order or other remedy is not obtained, or that Disclosing Party waives compliance with the provisions hereof, the Receiving Party compelled to disclose must (i) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel (which may include internal counsel), is legally required to be furnished, and (ii) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information so furnished.

3. **Non-Circumvention.** Sunthurst hereby acknowledges that the purpose of the disclosure of the Confidential Information by PacifiCorp under this Agreement is to permit the Parties to engage in the Interconnection Discussions. Sunthurst hereby agrees to use the Confidential Information provided under this Agreement solely for such purpose.
4. **Return.** Upon request from Disclosing Party, each Receiving Party promptly must return or destroy (at Disclosing Party's option) all copies of the Confidential Information in each Receiving Party's possession in any form. Upon notice that Disclosing Party requests the return of its Confidential Information, the Receiving Party is not permitted to use it for any purpose.

Upon written request of Disclosing Party, an officer of Receiving Party shall certify in writing its and its Representatives' compliance with this section.

5. **Intellectual Property Rights.** Nothing contained in this Agreement will be construed as or imply any right granted to Receiving Party or any Representative with respect to any intellectual property of Disclosing Party (whether or not copyrighted or patented), including any uses related thereto, and all Confidential Information is the sole property of Disclosing Party.
6. **Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement of the Parties hereto relating to the subject matter hereof, and this Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the Parties relating to the subject matter hereof. No provision in this Agreement may be waived or amended except by written consent of PacifiCorp and Sunthurst. It is further understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof.

7. **Remedies.** PacifiCorp is entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to it at law or in equity. If Sunthurst commits a breach, or threatens to commit a breach of, of any material terms or conditions of this Agreement, PacifiCorp has the right to seek and obtain all judicial relief (including but not limited to specific monetary damages and interest) as may be ordered or awarded by a court of competent jurisdiction. Sunthurst hereby acknowledges that legal remedies would be inadequate to fully compensate PacifiCorp for a breach of this Agreement. Sunthurst therefore agrees that prior to and in addition to any legal remedies obtained by PacifiCorp for a breach of this Agreement by Sunthurst or its Representatives, PacifiCorp may seek and obtain immediate entry of appropriate equitable relief against Sunthurst or its Representatives. Sunthurst waives any requirement of PacifiCorp's posting of bond in connection with obtaining such equitable relief.

8. **Jury Trial Waiver.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

9. **Notices.** Notices under this Agreement must be in writing and will be effective when actually delivered. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other Party at the address shown below:

If to PacifiCorp:

PacifiCorp
Attn: PacifiCorp Legal
825 NE Multnomah St., Suite 2000
Portland, Oregon 97232

If to Sunthurst:

[REDACTED]
Attn: [REDACTED]
[REDACTED]
[REDACTED]

Either Party may change its address for notices by written notice to the other Party in accordance with this Agreement.

10. **Beneficiary; Assignment; Governing Law.** This Agreement is for the benefit of each Party, and is governed by and construed in accordance with the laws of the state of Oregon. Neither Party may assign or otherwise transfer its rights or delegate its duties under this Agreement without prior written consent, and any attempt to do so without consent is void. Notwithstanding the foregoing, PacifiCorp may assign this Agreement to any successor in interest without prior notice to Sunthurst.

11. **Term.** This Agreement and all obligations under this Agreement terminate on the date two (2) years from the Effective Date of this Agreement.

12. **No Warranty.** With respect to any information, including but not limited to the Confidential Information, which PacifiCorp or its Representatives furnishes or otherwise discloses to Sunthurst for the purpose of the Interconnection Discussions, it is understood and agreed that PacifiCorp and its Representatives do not make any representations or warranties as to the accuracy, completeness or fitness for a particular purpose thereof.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above.

PACIFICORP

SUNTHURST ENERGY, LLC

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____