

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UM 2305

GREEN SOLAR LLC,

Complainant,

vs.

PACIFICORP, dba PACIFIC POWER

Defendant.

ORDER

**DISPOSITION: GREEN SOLAR MOTION FOR INTERIM RELIEF GRANTED**

**I. BACKGROUND AND PROCEDURAL HISTORY**

On May 19, 2025, PacifiCorp filed a letter stating that it had sent Green Solar, LLC (Green Solar) a notice of breach of an interconnection agreement (IA) between the parties due to nonpayment and that Green Solar had until July 18, 2025, to cure the breach. On June 4, 2025, Green Solar filed a request for a procedural conference to resolve a discovery dispute, which ALJ Spruce granted on June 5, 2025. Green Solar filed a brief in support of its request on June 6, 2025, and PacifiCorp filed a response to Green Solar on June 9, 2025.

On June 20, 2025, Green Solar filed a motion for interim relief requesting that the Commission direct PacifiCorp to “maintain the status quo” and to not terminate the IA until the complaint at issue in these proceedings is resolved.<sup>1</sup> On June 26, 2025, PacifiCorp filed a response in opposition to Green Solar’s motion. On July 1, 2025, Green Solar filed a reply to PacifiCorp’s response.

On July 8, 2025, the Public Utility Commission of Oregon entered an order temporarily granting interim relief on the condition that Green Solar filed an amended complaint by July 11, 2025.<sup>2</sup> On July 11, 2025, Green Solar filed an amended complaint.

<sup>1</sup> Green Solar Motion for Interim Relief at 1 (June 20, 2025); Green Solar Supplemental Reply at 1 (Sep. 16, 2025).

<sup>2</sup> Order No. 25-254 (July 8, 2025).

On August 6, 2025, PacifiCorp filed a request for supplemental briefing regarding Green Solar's request for interim relief in light of Green Solar's amended complaint. On August 20, 2025, the Commission entered an order extending interim relief until the Commission is able to issue an order on the merits.<sup>3</sup> On August 21, 2025, ALJ Spruce issued a procedural schedule, including deadlines for PacifiCorp to provide a supplemental response to Green Solar's request and for Green Solar to provide a supplemental reply to PacifiCorp's response.

On September 10, 2025, PacifiCorp filed a supplemental response to Green Solar's interim relief request. On September 17, 2025, Green Solar filed a supplemental reply to PacifiCorp's supplemental response.

## II. POSITIONS OF PARTIES

### A. Green Solar

Green Solar argues that the Commission has consistently looked to the standards for preliminary injunctions established by ORCP 79A. When determining whether to issue a preliminary injunction, courts consider, among other things, the likelihood that the party requesting the injunction will ultimately prevail on the merits of its claim and whether, if the injunction is not issued, the party will be irreparably harmed during the litigation of the claim. *State ex rel. v. Mart*, 135 Or 603, 613, 283 P 459 (1931); *City of Portland v. Baker*, 8 Or 356, 365 (1880). Courts also balance the harm to the movant against harm to the opposing party and the public if the injunction is issued. *State ex rel. v. Duncan*, 191 Or 475, 500, 230 P2d 773 (1951); *Booth-Kelly Lumber Co. v. Eugene*, 67 Or 381, 384, 136 P 29 (1913).

Green Solar contends that the Commission has applied this standard to an interconnection customer seeking interim relief to prevent a utility removing the customer from the interconnection queue. Green Solar also argues that "the Commission has the ability but not the obligation" to apply this standard.<sup>4</sup> Green Solar asserts that the Commission has also issued orders finding that it may grant interim relief on the basis of concrete and imminent harm to customers as opposed to the party itself.

Green Solar argues that PacifiCorp is overreaching by seeking to terminate the contract prior to the determination of actual costs. Green Solar asserts that PacifiCorp wrongly interprets the IA as giving PacifiCorp the unilateral right to determine the actual reasonable costs. Green Solar contends that, under Oregon contract law, any ambiguity around the wording should be construed against PacifiCorp as the contract drafter.

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<sup>3</sup> Order No. 25-321 (August 20, 2025).

<sup>4</sup> Green Solar Motion for Interim Relief at 13.

Green Solar further maintains that, under Oregon contract law, contract parties are “not liable for damages that the counterparty could have mitigated through reasonable conduct.”<sup>5</sup> Green Solar also cites to OAR 860-082-0035(2) and (4), which require interconnection customers to pay for the “reasonable costs” of interconnecting generators and system upgrades.<sup>6</sup> Green Solar notes that the fact that PacifiCorp’s claimed actual costs almost doubled from the estimated costs suggests that PacifiCorp’s conduct was unreasonable.

Green Solar maintains that termination of its IA would cause irreparable harm to Green Solar, its subscribers, and the Community Solar Program. Green Solar asserts that if the IA is terminated, it cannot generate electricity for delivery to its subscribers and therefore will not be able to pay the amounts owed once the reasonable costs have been determined in these proceedings. Additionally, Green Solar contends that termination would prevent it from generating for subscribers to the program, which is “the type of harm that does not lend itself to a complete legal remedy.”<sup>7</sup>

Green Solar contends that PacifiCorp ignores the non-financial harms that would stem from losing a clean power generator that would need to be replaced with other sources likely to have emissions impacts. Similarly, Green Solar asserts PacifiCorp did not address its arguments that the Commission may grant relief without finding a risk of irreparable harm.

Green Solar argues that requiring an interconnection customer to pay all costs regardless of reasonability or risk disconnection during a dispute addressing those charges would signal to utility companies that they can run up costs beyond the budget and demand payment without justifying those costs.

Green Solar requests that if the Commission denies its motion, it should provide additional time for Green Solar to make full payment given the size of the amount allegedly owed.

## **B. PacifiCorp**

PacifiCorp agrees with Green Solar that the Commission consistently looks to ORCP 79A to evaluate interim relief. PacifiCorp further argues that under Oregon law preliminary injunctions are an “extraordinary remedy” that place a “significant burden of proof” on the movant to justify it.<sup>8</sup> PacifiCorp contends that Green Solar does not meet

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<sup>5</sup> Green Solar Motion for Interim Relief, at 17, citing *Schlabach v. Tollenaar*, 195 Or App 672, 677-78; *Allen & Gibbons Logging, Inc. v. Ball*, 91 Or App 624, 631 (1988); *Enco, Inc. v. F.C. Russell Co.*, 210 Or 324, 340 (1957); *Dippold v. Cathlamet Timber Co.*, 111 Or 199, 207 (1924).

<sup>6</sup> *Id.* at 17.

<sup>7</sup> *Id.* at 20.

<sup>8</sup> PacifiCorp Response to Green Solar Motion at 12.

the ORCP 79A requirements that it demonstrate a likelihood of success on the merits and irreparable harm. PacifiCorp maintains that Green Solar's claims are speculative and do not establish likelihood of success on the merits. PacifiCorp also maintains that Green Solar alleges purely economic harm and that such harm provides insufficient basis to find irreparable harm. PacifiCorp asserts that Green Solar has adequate remedy at law and can avoid any harm from disconnection or contract termination by paying the amounts due and receiving a refund in the event the Commission finds any costs were unreasonable.

PacifiCorp argues that there is no basis in the IA to support Green Solar's request for interim relief or that it does not have to pay the actual costs invoiced by PacifiCorp. PacifiCorp asserts that by definition the actual costs in the IA can only be determined by PacifiCorp because the costs are those incurred by the utility to complete interconnection. PacifiCorp contends that there is no support in the contract for the idea that the actual costs are those "deemed reasonable by the Interconnection Customer, or [] fully audited in a Commission proceeding, before the customer is obligated to pay them."<sup>9</sup> PacifiCorp argues that the IA requires customers to make full payment before fully litigating a dispute resolution proceeding. PacifiCorp states that granting interim relief to Green Solar on this basis would nullify the payment and breach provisions of the IA. PacifiCorp asserts that the language in OAR 860-082-0035(2) does not override the terms of the IA "based on an unproven assertion that costs were unreasonable."<sup>10</sup>

PacifiCorp maintains that granting injunctive relief in this case would "signal[] to parties that they can evade contractual payment obligations simply by filing a dispute resolution complaint."<sup>11</sup> PacifiCorp contends that utilities will no longer be able to rely on IAs if interconnection customers can simply assert the costs are unreasonable to avoid payment. PacifiCorp argues that there would also be an incentive for utilities to provide estimates with contingencies large enough to avoid future non-payment. PacifiCorp asserts that granting interim relief to Green Solar would alter the balance of payment rights and obligations in IAs and may impact the other four pending cases where it has agreed to an abeyance while the parties review final interconnection costs. PacifiCorp argues that this would be poor policy and is not "what the Commission had in mind when it approved the payment, breach, and default provisions of the IA" in 2009.<sup>12</sup> Regarding Green Solar's request for additional time to procure funds if the motion is denied, PacifiCorp states that it is concerned that it is another tactic to delay payment. PacifiCorp maintains that

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<sup>9</sup> PacifiCorp Response to Green Solar Motion at 15.

<sup>10</sup> Id. at 5 (internal quotation marks omitted).

<sup>11</sup> Id. at 21.

Green Solar could have started assembling the necessary funds when it received the notice of breach on May 19, 2025.

### III. RESOLUTION

We have previously considered the issue of interim relief for parties in complaints made under OAR 860-082-0085, but we have not yet addressed interim relief in the context of a complaint where the original interconnection complaint was resolved and all that remains is a disagreement regarding the final costs. As discussed below, we find that it is appropriate to extend our order granting temporary interim relief. We therefore grant Green Solar's motion.

This Commission has typically evaluated requests for interim relief, particularly for interim relief similar to an injunction, under the requirements of ORCP 79A.<sup>13</sup> We are not, however, required to follow ORCP 79A.<sup>14</sup>

In a prior order, we stated that, rather than granting an injunction under ORCP 79A, we preferred to “more directly address the question in the context of general policy considerations” and the interconnection customer's particular circumstances.<sup>15</sup> We also stated that we would consider the potential for unintended consequences. Here, we similarly consider Green Solar's requests through the lens of policy considerations and unintended consequences.

Green Solar's motion for interim relief requests that the Commission prevent PacifiCorp from terminating the IA during the pendency of this docket. At this stage of these proceedings, Green Solar has paid the estimated costs set forth in the interconnection agreement. The costs in dispute are those that were incurred above the estimated costs. These unpaid costs, which underlie PacifiCorp's notice of breach to Green Solar, also form the basis of Green Solar's complaint before this Commission. The narrow question then is whether this Commission should allow PacifiCorp to terminate the IA while it considers whether those costs incurred above the estimated cost were reasonably incurred and are properly charged to Green Solar.

We are concerned that requiring Green Solar to pay the large outstanding balance prior to a determination on the merits at this stage of these proceedings would be inefficient. It makes little sense at this point in these proceedings to require Green Solar to procure the funds and pay the outstanding balance when a decision on the merits may require

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<sup>13</sup> See, e.g., *Pilot Rock Solar 1 LLC et al v. PacifiCorp*, Docket No. UM 2322, Order No. 24-328 at 2-3 (Sep. 24, 2024); *Rio Communications, Inc. v. West Communications, Inc.*, Docket No. UC 410, Order No. 99-349 at 7-8 (May 24, 1999); See also, OAR 860-001-0000(1).

<sup>14</sup> See, e.g., *In the Matter of Wah Chang v. PacifiCorp*, Docket No. UM 1002, Order No. 01-0185 at 5-6 (Feb. 21, 2001).

<sup>15</sup> *Id.* at 10-11.

PacifiCorp to return some or all of that money. We recognize that this means PacifiCorp is carrying the cost of those balances, a situation that is not free. If a different circumstance posed a larger potential impact, we may find it reasonable for the interconnecting party to instead pay the balances during the pendency of the dispute. In this specific case, we are also concerned about the impacts on subscribing community solar customers, who anticipate a financial benefit from their subscription, if a small generator project were to be removed from the community solar program during the pendency of this dispute. We find that it is appropriate to extend interim relief during the pendency of these proceedings and grant Green Solar's request.

As we stated in Order No. 24-402 regarding Pilot Rock LLC, we recognize that there is an inherent imbalance in power between utilities and their interconnection customers. Here, PacifiCorp has unilaterally asserted what it has determined are the final costs of interconnection. We are therefore concerned that at this stage, permitting PacifiCorp to force payment of costs that are part of an ongoing complaint process further tips that balance at the potential expense of interconnection customers and customers benefitting from the Community Solar Program.

Though the balance of power often favors the utility in interconnection agreements, we acknowledge and appreciate PacifiCorp's concerns that granting the requested interim relief could encourage bad faith complaints to delay payment. We note that the circumstances presented in this docket appear to be a legitimate dispute regarding the interconnection costs brought before this Commission in good faith, which informs our narrow decision here. We are not taking up or deciding an interpretation of the 2009 interconnection agreement provisions with this narrow relief.

Under the procedural schedule in this docket, the parties will submit their last filings by April 2026. We extend the interim relief that we first granted on July 8, 2025, and that we temporarily extended on August 20, 2025, until such time as we issue an order resolving the complaint. While this is longer than the typical IA complaint docket, the procedural schedule was proposed by the parties and designed to provide the parties with adequate time to address complex issues in these proceedings. Interim relief will remain limited to the time necessary to adjudicate these proceedings.

**IV. ORDER**

IT IS ORDERED that Green Solar LLC's request for interim relief against PacifiCorp, dba Pacific Power, is granted.

Made, entered, and effective December 1, 2025.



**Letha Tawney**  
Chair



**Les Perkins**  
Commissioner



**Karin Power**  
Commissioner