

September 22, 2017

From: 1.21 GW LLC
c/o Clenera, LLC
800 W. Main St.
Suite 900
Boise, ID 83702

To: Public Service Commission of Utah
Herber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attention: Gary Widerburg
Commission Secretary

RE: Notice and Request for Extension of Deadlines Related to Schedule 38, Removal from QF Pricing Queue due to delays by Company. Sections I.B.5.(f), I.B.9, and I.B.10.

Clenera, LLC ("**Clēnera**"), in its capacity as manager of 1.21 GW LLC ("**Developer**"), seeks an extension of deadlines under the tariff of PacifiCorp, d.b.a. Rocky Mountain Power ("**PacifiCorp**" or the "**Company**"), Electric Service Schedule 38, Qualifying Facility Procedures, Section III (P.S.C.U. No. 50, effective August 8, 2015) ("**Schedule 38**").

Developer, on behalf of its investors, is developing the Faraday and Goshen Valley solar PV projects in Utah and has initiated the Qualifying Facility Procedures with the Company pursuant to Schedule 38. Developer hereby requests from the Public Service Commission of Utah ("**Commission**") an extension of two deadlines related to the requirement for parties to execute timely a power purchase agreement ("**PPA**") unless a delay caused by the Company has occurred.

Schedule 38 limits the timeline to execute a PPA. Section I.B.9 states that if Company and Developer have not executed a PPA within six (6) months after the Company has provided indicative pricing to Developer, then the indicative pricing previously provided shall be recalculated by the Company, but **without a change in Developer's pricing queue priority, and except to the extent delays are caused by Company actions or inactions** (the "**Indicative Pricing Deadline**"). Company provided indicative pricing to Developer on January 17, 2017.

Further, pursuant to Schedule 38, Section I.B.10(e), if the Company and Developer have not executed a PPA within five (5) months after the Company has provided a proposed PPA to Developer, then the Company shall remove Developer's projects from the pricing queue and invalidate any associated indicative prices, except to the extent delays are caused by Company actions or inactions (the "**Pricing Queue Deadline**"). Company has never provided Developer with a proposed PPA, despite a March 31, 2017, request from Developer that Company do so.

Still, Schedule 38 allows for an extension of the timeline in the case of Company delays and extenuating circumstances. Preface Paragraph 4 provides:

QF Developer deadlines will be extended to reflect Company delays beyond Company deadlines specified herein. Under extenuating

circumstances, the Company or a QF Developer may request an extension of any deadlines from the Commission.

In the case of Developer's Faraday and Goshen Valley projects, a delay by the Company has occurred due to i) Company's unusual delay in completing necessary interconnection studies, and ii) Company's refusal to provide a proposed PPA due to its delays in interconnection studies. Developer is requesting an extension of the Indicative Pricing Deadline and the Pricing Queue Deadline. The Company has not provided a proposed PPA, making it impossible for Developer to review, negotiate, and execute a PPA within six (6) months of receiving indicative pricing in January 2017 (to meet the Indicative Pricing Deadline) or within five (5) months of receiving proposed PPAs (to meet the Pricing Queue Deadline).

On March 13, 2017, Developer made a timely request for a proposed PPA. On March 21, 2017, the Company responded, "We have reviewed your request for a proposed PPA and we find it to be complete." Nevertheless, nearly a month later on April 18, 2017, the Company requested an additional update on the interconnection studies for Developer's projects, asserting a need "to see at least one of the study results prior to issuing a proposed PPA so we can have some idea of the feasibility of the proposed COD." After further discussion, PacifiCorp indicated they were unable to provide any PPA opining that Developer has not met the requirements of Schedule 38, Section I.B.5(f) by not providing the interconnection study results:

If a QF Developer desires to proceed forward with the project it must, within sixty (60) days of its receipt of indicative pricing, request that the Company prepare and submit for the Developer's review a proposed power purchase agreement. . . . In connection with its request for a power purchase agreement, the Developer must provide the Company with the following additional project information: . . . (f) evidence that any necessary interconnection studies are underway and that the necessary interconnection arrangements can timely be completed in accordance with Part II sufficient for the project to reach energization by the proposed on-line date;

At the outset of work on the Faraday and Goshen Valley projects, Developer was concerned about the possibility of delays associated with interconnection studies within the state of Utah. Accordingly, prior to submitting an application for interconnection, Developer consulted PacifiCorp on anticipated timelines given the geographic location and voltage level for Developer's projects. PacifiCorp indicated that the interconnection studies for Developer's projects would be handled by a different group within the Company and PacifiCorp's standard timeline of 45 days would be achievable. Developer applied for interconnection based on the information provided by the Company. After the 45-day study period, Developer requested an update on timing for the study and was told that the Company was now handling the interconnection study for the projects differently and that the timeline would be extended beyond what was originally communicated. The study has been underway for approximately 284 days and PacifiCorp most recently communicated that the estimated delivery of the initial study will be a total of approximately 450 days from the date of application.

Given the long delays now anticipated in the Company's interconnection study timeline, Developer consulted the third party that engineered and constructed the transmission line to which the projects interconnect. The third party provided an analysis and timeline indicating that Developer's projects could

achieve their proposed on-line date. Setting aside that the Company had already deemed Developer's PPA request complete, this new information satisfied the remaining requirement (if any existed) of Section I.B.5.(f).

In May 2017, PacifiCorp and Developer met to discuss the Company's delays in completing the interconnection studies and in providing the requested proposed PPAs. In that meeting, PacifiCorp outlined their decision and internal agreement that a delay by PacifiCorp transmission is a delay by the Company and that the pricing Developer received in January 2017 would remain valid until the Company completed its studies, at which point the Schedule 38 procedures would continue on a day-for-day extension based on the interconnection study delay beyond 45 days. Developer agrees with PacifiCorp's approach and supports this solution.

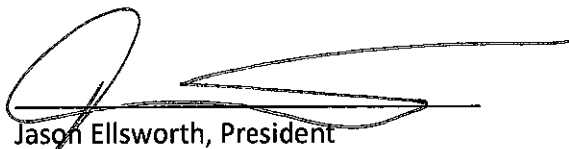
However, approximately two weeks after the meeting and discussion of PacifiCorp's proposed solution, Developer received the following communication from PacifiCorp:

"...after further tariff review and discussions with the staff of both the Division of Public Utilities and the Office of Consumer Services, the position of Rocky Mountain Power is that delays caused by PacifiCorp Transmission are not contemplated as RMP delays and should not extend the timelines in the Schedule 38 tariff."

Based on this notification, PacifiCorp is no longer willing to stand by its prior position due to the opinion of the two listed state agencies. PacifiCorp's position—that the two state agencies are opposed to the extension of the Schedule 38 deadlines due to the delay in the interconnection study timeline—was also communicated in a subsequent in-person meeting between Developer and PacifiCorp.

Developer has consulted with both state agencies described above and neither opposes an extension of the Schedule 38 timelines due to these circumstances. Therefore, Developer hereby petitions the Commission to approve an extension of the Schedule 38 timelines on a day-for-day basis until the Company completes the interconnection studies.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jason Ellsworth', with a long horizontal flourish extending to the right.

Jason Ellsworth, President
Clenera, LLC, on behalf of
1.21 GW LLC