BEFORE THE
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

"COMPLAINT REQUESTING FAST TRACK PROCESSING"

PacifiCorp,

an Investor Owned Utility,

owned by Berkshire Hathaway Energy Company fka as Mid American Energy Holdings Company a holding company of Berkshire Hathaway, Inc.,*

Non-Compliance with FERC Order 20030724-0463
Issued by FERC OSEC 07/24/2003 in Docket#: RM02-1-000 APPENDIX C

and Commission Orders[1,2,3,4,5,6,7,8]

and the

PACIFICORP OPEN ACCESS TRANSMISSION TARIFF
FERC ELECTRIC TARIFF
VOLUME No. 11

** Pursuant to FERC Forms 61 and 65 filed with FERC December 2013*

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[1]Exhibit 83: 104 FERC ¶ 61,103, US, FERC, 18 CFR Part 35,[Docket No. RM02-1-000; Order No. 2003], Standardization of Generator Interconnection Agreements and Procedures, (Issued July 24, 2003), 20030724-0460 Issued by FERC OSEC 07/24/2003 in Docket#: RM02-1-000

[2]Exhibit 84:106 FERC ¶ 61,220, USFERC 18 CFR Part 35, (Docket No. RM02-1-001; Order No. 2003-A), Standardization of Generator Interconnection Agreements and Procedures (Issued March 5, 2004), 20040305-0407 Issued by FERC OSEC 03/05/2004 in Docket#: RM02-1-001

[3]Exhibit 85: Appendix 6 to the Standard Large, Generator Interconnection Procedures, STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA), 20040305-0407 Issued by FERC OSEC 03/05/2004 in Docket#: RM02-1-001

[4]Exhibit 86: APPENDIX B, STANDARD LARGE GENERATOR INTERCONNECTION PROCEDURES (LGIP) including STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA), Standard Large Generator Interconnection Procedures (LGIP) (Applicable to Generating Facilities that exceed 20 MW),20040305-0407 Issued by FERC OSEC 03/05/2004 in Docket#: RM02-1-001

[5]Exhibit 87: 109 FERC ¶ 61,287, US FERC, 18 CFR Part 35 (Docket No. RM02-1-005; Order No. 2003-B) Standardization of Generator Interconnection Agreements and Procedures (Issued December 20, 2004), 20041220-3068 Issued by FERC OSEC 12/20/2004 in Docket#: RM02-1-005

[6]Exhibit 88: 111 FERC ¶ 61,401, US FERC, 18 CFR Part 35, (Docket No. RM02-1-006; Order No. 2003-C) Standardization of Generator Interconnection Agreements and Procedures (Issued June 16, 2005) 20050616-3071 Issued by FERC OSEC 06/16/2005 in Docket#: RM02-1-00

[7]Exhibit 89: Appendix A, Flow Chart of the Large Generating Facility Interconnection Process, 20030724-0461 Issued by FERC OSEC 07/24/2003 in Docket#: RM02-1-000

[8]Exhibit 90: APPENDIX C, STANDARD LARGE GENERATOR, INTERCONNECTION PROCEDURES (LGIP) including STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA), 20030724-0463 Issued by FERC OSEC 07/24/2003 in Docket#: RM02-1-000

PUBLIC VERSION
PRIVILEGED AND CONFIDENTIAL INFORMATION REMOVED
PURSUANT TO 18 C.F.R. §388.112

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Sage Grouse Energy Project, LLC) Docket No. EL15-___-000
Docket No. RM02-1-000; Order No. 2003

"COMPLAINT REQUESTING FAST TRACK PROCESSING" EMERGENCY COMPLAINT PETITION AND REQUEST FOR EXPEDITED CONSIDERATION

Pursuant to Rule 206(a) of the Commission's Rules of Practice and Procedure[9] Interconnection Customer Sage Grouse Energy Project, LLC[10] ("Sage Grouse"), an entity seeking to develop a wind-powered small production generating facility in South Utah[11], near the City of Monticello, in San Juan County, Utah submits this **Emergency Complaint** to the Federal Energy Regulatory Commission (the "Commission" or "FERC") and requests **EXPEDITED REVIEW** on the basis that PacifiCorp has implemented a "scheme" of actions and activities to **1)** ignore the Commission's regulatory authority; **2)** circumvent the Commission's December 16, 2013 Order in Docket No. EL-14-1-000; **3)** violate the PacifiCorp Open Access Transmission Tariff, FERC Electric Tariff, Volume No. 11 ("OATT")[12]; **4)** violate

[9]18 C.F.R §385.206(a) Complaints (Rule 206) (a) *General rule.* Any person may file a complaint seeking Commission action against any other person alleged to be in contravention or violation of any statute, rule, order, or other law administered by the Commission, or for any other alleged wrong over which the Commission may have jurisdiction.

[10]Sage Grouse Energy Project, LLC successor in interest to Summit Wind Power, LLC collectively ("Sage Grouse")

[11]Pacificorp identified in its published 2013 Integrated Resource Plan (IRP), Volume 1, Table 6.1 - Cumulative Wind Selection Limits by Year that by 2017 an allocation of at least 200 MW of wind energy will be used to service its customer base, see excerpt of Pacificorp 2013 IRP, Table 6.1 attached as Exhibit 1. PacifiCorp seeks to own all of the generation facilities from its Current Creek Facility in Mona, Utah to the last critical substation on its Transmission System, Pinto Substation, in San Juan County Utah. PacifiCorp is engaged in trickery and schemes to ensure that the only two (2) competitors seeking open access to its Transmission System are prevented from accessing the Interconnection and Transmission Capacity, thereby ensuring preservation of PacifiCorp's monopolistic stranglehold in the Western and Northwestern United States.

[12]Pursuant to Docket No. RM02-1-000; FERC Order No. 2003, Standardization of Generator Interconnection Agreements and Procedures, Issued July 24, 2003 Pacificorp adopted FERC Order 2003 Appendix C, Standard Large Generator Interconnection

FERC Orders for the Standardization of Generator Interconnection Agreements and Procedures, including FERC Order 2003; **5)** engage in trickery including the submission of "subtle" misrepresentations of tariff language sufficient to alter and change the original meaning and intent of the tariff; **6)** engage in activities and practices that include acts against individuals in protected classes such as race, color, religion, sex and even citizenship and immigration status as defined in Civil Rights and Anti-Discrimination Laws; **7)** Disparaging treatment with respect to PacifiCorp requiring Sage Grouse to produce additional information in excess of the mandated requirements in order to process Sage Grouse's Interconnection Request **8)** the processing of an invalid Interconnection Request for a PacifiCorp favored Interconnection Customer, Blue Mountain Power Partners, LLC ("Blue Mountain BMPP")[13] on parcels of land whereby the developmental rights for said parcels of land belong to Sage Grouse. **9)** the processing of an invalid Interconnection Request for a PacifiCorp favored Interconnection Customer, Latigo Wind Park, LLC ("Latigo")[14] on land where a transmission cable from the Interconnection Customer's Generating Facility Collector Substation to the Point of Interconnection, Pinto Substation crosses land whereby the developmental rights belong to Sage Grouse.

BASIS FOR FAST TRACK PROCESSING REQUEST

Procedures (LGIP) including Standard Large Generator Interconnection Agreement (LGIA), Standard Large Generator Interconnection Procedures (LGIP), Applicable to Generating Facilities that exceed 20 MWs.

[13]Blue Mountain BMPP, held a position on the LGIA Queue with a Queue of No. 418 and currently holds Queue No. 426 on the LGIA Queue. In both Interconnection Requests, Blue Mountain BMPP did not have Site Control for all of the parcels of land it represented as part of its Project, and submitted parcels of land whereby the development rights for the land are owned by Sage Grouse Energy Project, LLC. See Exhibit 2 for Queue No. 0418 see page 7 of 9 of PacifiCorp's OASIS, dated July 24, 2013; and for Queue No. 0426 see page 8 of 9 of Exhibit 2, all of the specifics of the Projects, including the Location of the Interconnection are identical.

[14]Blue Mountain BMPP, held a position on the LGIA Queue with a Queue of No. 418 and currently holds Queue No. 426 on the LGIA Queue. In both Interconnection Requests, Blue Mountain BMPP did not have Site Control for all of the parcels of land it represented as part of its Project, and submitted parcels of land whereby the development rights for the land are owned by Sage Grouse Energy Project, LLC. See Exhibit 2 for Queue No. 0418 see page 7 of 9 of PacifiCorp's OASIS, dated July 24, 2013; and for Queue No. 0426 see page 8 of 9 of Exhibit 2, all of the specifics of the Projects, including the Location of the Interconnection are identical.

BASIS FOR FAST TRACK PROCESSING REQUEST

PacifiCorp continues to do as a part of a conscious and willful business plan to retain absolute and total dominance of the Transmission System under their control to the benefit of PacifiCorp and their Affiliates and to the detriment of Customers of Transmission Services in general and FERC's stated public policy of opening access to Transmission to achieve a competitive system that will benefit ratepayers in general. Matters complained in hereof are such that this Complaint should receive **EXPEDITIOUS FAST TRACK PROCESSING** and be referred to the United States Department of Justice for potential violations of US law not strictly within the jurisdiction of the Commission.

(1) CLEARLY IDENTIFY THE ACTION OR INACTION WHICH IS ALLEGED TO VIOLATE APPLICABLE STATUTORY STANDARDS OR REGULATORY REQUIREMENTS.

I. SITE CONTROL

A. BLUE MOUNTAIN POWER PARTNERS, LLC ("BLUE MOUNTAIN BMPP")

Under PacifiCorp's OATT, Blue Mountain BMPP's Interconnection Request[15] must demonstrate Site Control[16]. FERC LGIP 3.3.1[17]. and OATT(IV)(38)(3)(1)(iii)[18] Failure to do so renders the Interconnection Request invalid[19]. FERC LGIP 3.3.3 and OATT(IV)(38)(3)(3) Nevertheless, on two (2) different occasions, March 21, 2012[20] and July 2, 2012[21], for the same project, PacifiCorp deemed complete Blue Mountain BMPP's Interconnection Request for a

[15]Exhibit 3: 20040305-0407 Issued by FERC OSEC 03/05/2004 in Docket#: RM02-1-001, FERC LGIP ("FERC LGIP") Page 6, Section 1 Definitions: and Page 122 of Pacificorp's Open Access Transmission Tariff ("OATT") (IV)(36) Definitions: **Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission Provider's Transmission System

[16]Exhibit 4: FERC LGIP: Page 9, Section 1, Definitions and Page 125 of OATT (IV)(36) Definitions: **Site Control** shall mean documentation reasonably demonstrating: **(1)** ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; **(2)** an option to purchase or acquire a leasehold site for such purpose; or **(3)** an exclusivity or other business relationships between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose

[17]Exhibit 5: FERC LGIP: Page 14, Section 3.3.1 Initiating an Interconnection Request. "**To initiate an Interconnection Request,** Interconnection Customer must submit all of the following: … **(iii) demonstration of Site Control**…"

[18]Exhibit 5: OATT (IV)(38)(3)(1)(iii): **To initiate an Interconnection Request**, Interconnection Customer must submit all of the following: …**(iii) demonstration of Site Control…"**

[19] Exhibit 6: FERC LGIP: Page 15, Section 3.3.3 and Page 133 of OATT (IV)(38)(3)(3): 3.3.3 Deficiencies in Interconnection Request. **An Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by Transmission Provider.;** Items in Section 3.3.1 are on Page 14 of the FERC LGIP and Page 132 of the OATT, Initiating an Interconnection Request**.** To initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) a $10,000 deposit, (ii) a completed application in the form of Appendix 1, and **(iii) demonstration of Site Control** or a posting of an additional deposit of $10,000.

[20]Exhibit 7: March, 2012, Letter from PacifiCorp's Tom Fishback, Large Generation Interconnection Queue Manager acknowledging receipt and determining the Interconnection Request for Blue Mountain Power Partners, LLC , Queue #0418, is "deemed complete"

[21]Exhibit 7: July 2, 2012, Letter from PacifiCorp's Tom Fishback, Large Generation Interconnection Queue Manager acknowledging receipt and determining the Interconnection Request for Blue Mountain Power Partners, LLC, Queue #0426 is "deemed complete".

Large Generation Interconnection Agreement ("Interconnection Request") without Blue Mountain BMPP ever reasonably demonstrating Site Control.

PacifiCorp assigned Blue Mountain BMPP two (2) Queue Positions (#0418 and #0426) on PacifiCorp's Large Generation Interconnection Queue ("Interconnection Queue"). The Interconnection Requests submitted by Blue Mountain BMPP were without the requisite Site Control. PacifiCorp has always known through actual and constructive notice that Blue Mountain BMPP could not reasonably demonstrate the Site Control submitted by Blue Mountain BMPP, in both Interconnection Requests. Pacificorp has always known that several parcels of land identified as the Site Control submitted by Blue Mountain BMPP belonged to other, Interconnection Customers competing for the available Interconnection Capacity, Ellis-Hall Consultants, LLC ("Ellis-Hall") and Sage Grouse[22]. Even so, PacifiCorp continues to refuse to withdraw Blue Mountain BMPP's Interconnection Request as required by FERC Orders and its OATT. FERC LGIP 3.6 ¶ 1[23] and OATT (IV)(38)(6)(¶1)[24] Compliance with FERC LGIP and a proper application of its OATT would result in Blue Mountain BMPP's loss of its Interconnection Queue Position[25]. FERC LGIP 3.6 ¶ 2[26] and OATT (IV)(38)(6)(¶2)[27]

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[22]Ellis-Hall Consultants, LLC and Sage Grouse Energy Project, LLC are both Interconnection Customers that have refused to "sell" their projects to PacifiCorp, or a PacifiCorp affiliate and have thereby categorized as "unfavorable" by Pacificorp.

[23]Exhibit 8: FERC LGIP: Page 17, Section 3.6 **Withdrawal. "…**if Interconnection Customer fails to adhere to all requirements of this LGIP… Transmission Provider shall deem the Interconnection Request to be withdrawn…"

[24]Exhibit 8: FERC LGIP: Page 135-136 and OATT (IV)(38)(6) **Withdrawal: "…**if Interconnection Customer fails to adhere to all requirements of this LGIP,…Transmission Provider shall deem the Interconnection Request to be withdrawn…"

[25]Exhibit 9: FERC LGIP: Page 8, Section 1, Definitions and Page 125 of OATT (IV)(36) Definitions: **Queue Position** shall mean the order of a **valid** Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider.

[26]Exhibit 10: FERC LGIP, Page 17, Section 3.6 Withdrawal. **Withdrawal shall result in the loss of Interconnection Customer's Queue Position**.

[27]Exhibit 10, Page 136 of OATT (IV)(38)(6). Withdrawal: **Withdrawal shall result in the loss of Interconnection Customer's Queue Position**.

Specifically, PacifiCorp knew[28 and 29] that Blue Mountain BMPP does not and cannot demonstrate the requisite Site Control for all the parcels of land submitted in Blue Mountain BMPP's Interconnection Request for the purpose of constructing a Generating Facility[30] and the required Interconnection Customer Interconnection Facilities[31]. In fact, PacifiCorp **knows** that Sage Grouse owns the developmental rights to most of the parcels of land that Blue Mountain BMPP submitted in each of its Interconnection Requests. PacifiCorp, therefore, accepted and deemed complete Blue Mountain BMPP's **speculative** Interconnection Requests in order to ensure Blue Mountain BMPP was assigned a higher Interconnection Queue position above Sage Grouse, unreasonably relying on a blind hope that Blue Mountain BMPP would eventually gain control of the Sage Grouse parcels[32].

By Definition, "**Queue Position** shall mean **the order** of a **valid Interconnection Request**, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider"[33]. Blue Mountain BMPP does not have a valid Interconnection Request, therefore its

[28]Exhibit 11: Copy of April 23, 2012 note card and the Master Tax Roll Records issued from the San Juan County Recorder's Office identifying the parcels of land under contract with Sage Grouse mailed to Tom Fishback, Pacificorp's Large Generation Interconnection Queue Manager, pursuant to Mr. Fishback's request.

[29]Exhibit 12: Copy of April 5, 2012 Letter from Mrs. Bonnie G. Meyer, Trustee to Tom Fishback, PacifiCorp's Large Generation Interconnection Queue Manager, advising the Trust did not have a contract with REDCO and had a contract with Sage Grouse.

[30]Exhibit 13:FERC LGIP, Page 4, Section 1, and Page 119 of OATT (IV)(36) Definitions: **Generating Facility** shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities;

[31]Exhibit 14:FERC LGIP, Page 5 Section 1 and Page 121 of OATT (IV)(36)Definitions: **Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities;

[32] A scheme exists whereby the participants seek to force Sage Grouse to abandon its project and let go of its developmental rights in the parcels of land it controls in San Juan County.

[33] Exhibit 15: FERC LGIP, Page 8 Section 1, and Page 125 OATT (IV)(36) Definitions: **Queue Position** shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider.

Queue position assignment is fraudulent. Such fraudulent assignment of Queue Position, reduces the reliability of the Interconnection Processing Queue and the integrity of the information sourced from the Interconnection Processing Queue ("IPQ") by potential Interconnection Customers. Pacificorp, as the gate keeper for the IPQ is the only party that would truly know whether or not and which information can be relied upon. Any other Interconnection Customer, or member of the public, is unable to make that determination, thereby providing PacifiCorp with a mechanism by which they can discourage or even prevent the open access to its Transmission System, based upon the information interested parties can receive due to Pacificorp's reporting practices, and verification standards. Only Pacificorp is in the position, an unfair position, to determine the viability and likelihood of a project's success and completion. All other parties are relegated to their reliance on the IPQ. Allowing fraudulent reservations to be part of that reporting process can likely serve to discourage investigatory actions in that area, however, Pacificorp would be free to pursue the area due to its insider knowledge of its reporting standards.

B. TRICKERY IN QUEUE POSITION MANAGEMENT

PacifiCorp deemed complete the Blue Mountain BMPP Interconnection Request to reserve the available Interconnection Capacity for Blue Mountain BMPP and to deter Sage Grouse from submission of an Interconnection Request. An Interconnection Request by Sage Grouse would have asserted ownership of the development rights and establish the **true** Site Control for the parcels of land PacifiCorp was allowing Blue Mountain BMPP to use as the basis of its Interconnection Request. Strategically, in order for PacifiCorp to block out Sage Grouse and seal its fate, PacifiCorp needed to fully execute an Interconnection Agreement with Blue

Mountain BMPP to finalize the reservation and allocation of the Interconnection Capacity, before PacifiCorp would be required to do so with Sage Grouse. Sage Grouse submitted its Interconnection Request in early 2012. This submission was behind Blue Mountain BMPP at Queue #0418, and behind Ellis-Hall Consultants ("Ellis-Hall") at #0420. PacifiCorp had already assigned Blue Mountain BMPP a Queue Position of #0418, and deemed complete its Interconnection Request, which included Sage Grouse parcels of land. Blue Mountain BMPP was already a higher queued position, than both Sage Grouse and Ellis-Hall. However, Blue Mountain BMPP speculated that it would be able to secure **all** eighteen (18) of the REDCO perfected and expired Option Agreements. These Option Agreements were listed by REDCO as assets of its Bankruptcy Estate. Relying on this assumption, based upon its efforts with Pacificorp and other conspirators, Blue Mountain BMPP pre-maturely submitted its Interconnection Request inclusive of the eighteen (18) Option Agreements.

Blue Mountain BMPP had successfully secured the higher queue position, however it was incorrect in its speculative assumption that it would secure all eighteen (18) of the REDCO Option Agreements because Ellis-Hall had just purchased six (6) of the Core Option Agreements outside the REDCO Bankruptcy from the reconstituted entity of REDCO insiders that **had** purchased these six (6) from the bankruptcy. Ellis-Hall was, therefore, a bona-fide purchaser. Ellis-Hall purchased the six (6) Options on February 23, 2012. Blue Mountain BMPP submitted its Interconnection Request, with the 18 agreements on March 16, 2012. Clear title of the six (6) Options had already passed to Ellis-Hall. The remaining twelve (12) had not yet had any determination made regarding their fate. Yet, Blue Mountain BMPP clearly had a confidence instilled in it from, somewhere, a co-conspirator, which allowed it to proceed with such confidence as to confidently complete a pre-mature Interconnection Request submittal with

eighteen (18) contracts it had absolutely no rights to whatsoever. Blue Mountain BMPP should be required to reveal said information to the Commission, for the Commission to determine whether or not the actions involving that information fall within its regulatory authority.

Ellis-Hall submitted its Interconnection Request, asserting ownership and Site Control as required by FERC LGIP and the OATT. PacifiCorp deemed it complete on or about March 18, 2012. However, now Blue Mountain BMPP and Pacificorp had a problem, a serious problem.

The Blue Mountain BMPP Interconnection Request, included parcels of land that belonged to Sage Grouse, **AND** parcels of land that belonged to Ellis-Hall. PacifiCorp had refused to process Sage Grouse's Interconnection Request and required Sage Grouse to secure "clear and convincing" evidence of its Site Control. PacifiCorp also required Sage Grouse to produce letters of authorization from the land owners, despite not requiring any other Interconnection Customer to provide such documentation, which is not required by FERC LGIP or OATT. In addition, PacifiCorp had deemed complete the Ellis-Hall Interconnection Request. These factors, all changing the footprint of the Blue Mountain BMPP Interconnection Request, were material and required Blue Mountain BMPP to "proceed with a new Interconnection Request…"[34]

Blue Mountain BMPP having start over with a new Interconnection Request, would likely be behind Sage Grouse. PacifiCorp then engaged in trickery to prevent Sage Grouse from asserting Interconnection Request, affording Blue Mountain BMPP the time it needed to prepare to re-submit.

This is why PacifiCorp, at any cost, had to keep Sage Grouse from submitting its Interconnection Request before Blue Mountain BMPP could re-submit its own. PacifiCorp

[34] Exhibit 16:FERC LGIP, Page 20, 4.4.3 and Page 139-140 OATT (IV) (39) (4)(3): "…Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification."

advised Sage Grouse it was not going to process the Interconnection Request due to its leases being "contentious". PacifiCorp failed to inform Sage Grouse that it had **already** processed Blue Mountain BMPP's Interconnection Request on the same Sage Grouse lands.

Pacificorp then allocated the remaining 80 MW of available Interconnection Capacity to Blue Mountain BMPP; and, thereby, instantaneously forced Sage Grouse's project bear the significant costs of required Interconnection Network Upgrades. This would effectively kill Sage Grouse's project, and PacifiCorp would be back on track to securing the Sage Grouse parcels of land because PacifiCorp concluded, that Sage Grouse would abandon its Project and PacifiCorp, Blue Mountain BMPP, or another PacifiCorp shill could then secure the soon to be "*abandoned*" Sage Grouse project and proceed with its higher Queued Position through either Blue Mountain or a shill of their choosing on the Interconnection Process.

PacifiCorp is, while safely cloaked in the "appearance" of compliance, employing trickery to lock out Sage Grouse from open access of its Transmission System. This is precisely the type of conduct that PURPA, FERC Order 890 and other regulatory requirements seek to prohibit and remedy.

PacifiCorp has also abused FERC's Confidentiality Provisions to conceal Blue Mountain's deficient demonstration of Site Control.

C. <u>DETERING SUBMISSION OF INTERCONNECTION REQUEST</u>

Pacificorp engaged in discussions with Sage Grouse regarding its Interconnection Request. Sage Grouse identified the location of the Project, its Generating Facility, Interconnection Customer Interconnection Facilities, the Project's use of a higher queued

Interconnection Customer's (No. 420) collector/connector substation. Among other concerns and information, Sage Grouse detailed the names of its land owners[35] and the potential for a conflict with another entity, Cedar City Wind Holdings, LLC ("Blue Mountain BMPP")[36]. Sage Grouse engaged in these discussions in order to prepare its Interconnection Request. However, Pacificorp had already assigned Queue Position No. 0418 to Blue Mountain BMPP, based upon the submission of its Interconnection Request, inclusive of the Sage Grouse parcels of land. Pacificorp did not disclose the circumstances of the Site Control for Queue No. 0418. Pacificorp merely requested that Sage Grouse send the identifying documentation to Pacificorp[37].

After Sage Grouse detailed these concerns, PacifiCorp advised Sage Grouse that under the theory of Good Utility Practice[38] Pacificorp would not process the Sage Grouse Interconnection Request because PacifiCorp would be required to deem the [*Interconnection*] Request withdrawn due to the Site Control being "contentious". PacifiCorp had not disclosed that it had already assigned Blue Mountain BMPP a Queue Position of No. 0418 and deemed complete Blue Mountain BMPP's Interconnection Request, inclusive of Sage Grouse's parcels of land. PacifiCorp's actions were deliberate in that Pacificorp was seeking to thwart Sage Grouse's efforts to assert claims on its land in order to enable Pacificorp favored Interconnection Customer, Blue Mountain BMPP, to proceed through the Interconnection Study Process with a higher queued position.

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[35] Exhibit 11.

[36] Exhibit 17: Blue Mountain Power Partners, LLC is the successor in interest to Cedar City Wind Holdings, LLC. Both are wholly owned subsidiaries of Champlin Windpower, LLC.

[37] Exhibit 11.

[38] Exhibit 18: FERC LGIP, Page 4, Section 1 and Page 119 -120, OATT(IV)(36) Definitions: **Good Utility Practice** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

D. RESOLUTION REQUEST

Sage Grouse requested PacifiCorp to simply memorialize in writing that Blue Mountain BMPP's Interconnection Request, its Generating Facility and Interconnection Customer's Interconnection Facilities did not rely on, include, or use the Sage Grouse parcels of land in either of its Interconnection Requests. PacifiCorp refused stating "FERC Confidentiality Requirements" and "non-disclosure agreement provisions" prevented it from doing so. PacifiCorp advised Sage Grouse it was making an unreasonable request when asking PacifiCorp to violate Confidentiality Provisions. Sage Grouse responded advising that memorializing the information was not unreasonable, particularly in light of the fact that on November 27, 2012[39], PacifiCorp did memorialize the status of Site Control between Ellis-Hall #420 and Blue Mountain BMPP #426.

In an email from Tom Fishback to Kimberly

"**Hi Kimberly**,

We took a third or fourth look at the site control documentation submitted with the Q0420 and Q0426 applications.

Although the projects are in close proximity to each other, the submitted site control documentation illustrates different locations and different lessor's.

Thanks Kimberly

Tom Fishback"

PacifiCorp did not find that such disclosure violated the Commission's Confidentiality Provisions. Sage Grouse merely asked for the same disclosure and was denied. Such denial wanes at the fact that Mr. Fishback on prior occasions stated that the "Option Agreements" [expired Option Agreements] that Sage Grouse was proposing to use in its Interconnection

[39] Exhibit 19: November 27, 2012 email from Tom Fishback to Kimberly regarding the Site Control issue.

Request were "contentious". Sage Grouse advised it would not be relying on "expired Option Agreements" to establish its Site Control; it would be using its fully executed Lease Agreements. PacifiCorp continued to maintain the "subject land" was contentious. The mere disclosure of "contention" could obviously denote that other projects were asserting claims to the development rights of this land. It appears PacifiCorp had other reasons, outside of Confidentiality Provisions for its continued refusal to comply with Sage Grouse's simple request. These other reasons, appear to be the reasons for PacifiCorp refusing to process Sage Grouse's initial attempts to submit an Interconnection Request, and memorialize that Blue Mountain BMPP's two Interconnection Requests did not contain any use of or reference to Sage Grouse's lands.

To date, PacifiCorp has refused to memorialize the same information request to Sage Grouse.

E. REASONABLENESS OF SAGE GROUSE REQUEST

Sage Grouse's Site Control concerns stemmed from Blue Mountain BMPP's submission of two (2) separate Conditional Use Permit Applications to the San Juan County Planning Department for hearings on August 2, 2012[40] and October 4, 2012[41]. Blue Mountain BMPP's submissions made publicly available maps detailing the Generating Facility footprint, parcel

[40]Exhibit 20: Revoked due to Site Control, the Blue Mountain BMPP Conditional Use Permit (CUP) Application identified Blue Mountain BMPP's Generating Facility and Interconnection Customer Interconnection Facility footprints, revealing Blue Mountain BMPP's intent to erect wind generation turbines on Sage Grouse's land. The 1st Blue Mountain BMPP CUP Application hearing was August 2, 2012 included all seven (7) of the Sage Grouse's Land Owners, representing close to 5200 acres of land. It was revoked September 4, 2012. The San Juan County Commissioners revoked Blue Mountain BMPP's Conditional Use Permit due to BMPP's lack of ownership or control of the lands Blue Mountain BMPP represented as its own.

[41]Exhibit 21: Revoked due to Site Control, the Blue Mountain BMPP CUP Application identified Blue Mountain BMPP's Generating Facility and Interconnection Customer Interconnection Facility footprints, revealed Blue Mountain BMPP's intent to erect wind generation turbines on Sage Grouse's land. The 2nd Blue Mountain BMPP CUP Application hearing was on October 4, 2012 included two (2) of Sage Grouse's Land Owners, representing close to 2010 acres of land. The San Juan County Commissioners, again, revoked Blue Mountain BMPP's Conditional Use Permits due to BMPP's lack of ownership or control of the lands Blue Mountain BMPP represented as its own.

locations, landowner names, copies of the expired REDCO Option Agreements, acreage, wind generator turbine layout, cable configuration, point of interconnection, connector and collector substation locations, and other critical project information, as well as a comprehensive project overview identifying the wind turbine model and manufacturer, the energy generation output, its relationship with PacifiCorp, various schedules and other activities necessary to complete its project, etc. All of this information is required for an Interconnection Request, and Blue Mountain BMPP made it publically available. PacifiCorp was therefore, not at risk for violating said confidentiality provisions they claimed to rely on.

Sage Grouse's provided PacifiCorp with both copies of the Blue Mountain BMPP Conditional Use Permit Applications and again requested the PacifiCorp merely memorialize in writing, that Blue Mountain BMPP had not included any of its lands in its Interconnection Request. After receiving the documentation from Sage Grouse, PacifiCorp again, refused to substantiate Blue Mountain BMPP's claim of Site Control, stating that the claim can be taken at "face value," and that FERC's Site Control standards are "low, minimal, require no due diligence, and that we [PacifiCorp] owe no obligation to disclose whether Blue Mountain BMPP's Interconnection Request complied with FERC or OATT Site Control requirements to Sage Grouse due to FERC's Confidentiality Provisions." PacifiCorp's refusal is improper for a number of reasons, the least of which is because the requested information was already publicly available or made publicly available through Blue Mountain BMPP's Conditional Use Permit Applications and Blue Mountain BMPP's various public presentations, including a tax abatement request[42] from the County. Therefore, this information is, no longer confidential. FERC LGIP

[42]Exhibit 22: Blue Mountain BMPP Tax Abatement Presentation before San Juan County Commissioners on March 17, 2014. It is important for the Commission to note the **"partnership" between both PacifiCorp favored Interconnection Customers/QF Owners** Blue Mountain Power Partners, LLC and Latigo Wind Park, LLC as illustrated by the Confidential Map. Attached as Exhibit 23.

13.1.1.1[43] and OATT(IV)(48)(1)(1)[44] Sage Grouse was and continues to only be concerned with whether its land parcels have been or are being used without its permission or authorization, by a competing Interconnection Customer for their Interconnection Request. As such, PacifiCorp has no justification to withhold information substantiating Blue Mountain BMPP's reasonable demonstration of Site Control. Unless, of course, PacifiCorp intends to hide that Blue Mountain BMPP's Site Control relied on Sage Grouse's land and that Blue Mountain BMPP's Interconnection Request was, therefore, nonexistent. FERC LGIP Section 1. Definitions: "Interconnection Request;[45]" OATT (IV)(36) Definitions. "Interconnection Request"[46].

PacifiCorp's failure to comply with its OATT is damaging Sage Grouse because Sage Grouse is now being forced accept inaccurate and unreliable LGIP Study Results, and significant Network Upgrade charges. PacifiCorp actions are an undermining of FERC's policies to promote Open Access to Pacificorp's Transmission System to all small generators. In addition, PacifiCorp's conduct threatens the very viability of Sage Grouse's Project by requiring Sage Grouse to bear the millions of dollars of significant costs associated with System Network Upgrades that Sage Grouse would not be required to bear if PacifiCorp complied with FERC Order 2003 and its OATT.[47]

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[43]Exhibit 24: FERC LGIP: Page 37, Section 13.1.1 and Page 163 OATT(48)(1)(1) **Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party;

[44]Exhibit 25: FERC LGIP: 41, Section 13.1.10 and Page168, OATT (48)(1)(10) This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

[45]Exhibit 3

[46]Exhibit 3

[47]PacifiCorp has adopted a position that Blue Mountain BMPP's Interconnection Request ***now*** does not rely on Sage Grouse's land. This is the only position Pacificorp can advance, in light of their actions, or inactions. The explicit use of the work *"NOW"* is indicative of the favorable treatment for the benefit of Blue Mountain BMPP to the detriment of Sage Grouse. The Commission should be aware that Blue Mountain BMPP's Interconnection Request for Interconnection Queue Position No. 418 & No. 426 originally relied on Sage Grouse's land. After PacifiCorp deemed complete Blue Mountain BMPP's Interconnection Request and completed the LGIP Study Process, it executed an Interconnection Agreement. Now, PacifiCorp purports to have allowed Blue Mountain

BMPP to change its entire project footprint, inclusive of its Generating Facility and its Interconnection Customer Interconnection Facilities and claims such *alleged* change is merely an "adjustment" despite many, many PacifiCorp employees advising Sage Grouse such is a "material change" and requires a completely new Interconnection Request, in addition to the FERC Order and the OATT requiring the same. Sage Grouse has declined offers to allow for "Step In" procedures to be part of this project. PacifiCorp's assertions are not logical given the circumstances of the situation. W**hy would a change be necessary if Sage Grouse's land was not being used, initially?** Pursuant to FERC 2003 and OATT such a change requires an entirely new Interconnection Request or at the very least constitutes a material modification, which requires an entirely new Interconnection Request. Page 6, FERC LGIP and Page 122, OATT (IV)(36) Definition "Interconnection Request."

As well, Pacificorp is not being forthcoming because the PPA PacifiCorp negotiated appears to rely on the original footprint of the Interconnection Request, which includes Sage Grouse land by name in the attachment sections of the emails. **See emails attached as Exhibit 26 between Paul Clements and Michael Cutbirth.** It is becoming increasingly clear that the original Interconnection Request included Sage Grouse's land and this was use to provide an Indicative Pricing Proposal and execute the PPA. As well as, block Sage Grouse's opportunity to be a Qualified Facility "QF". Such trickery regarding Site Control, and PacifiCorp's collaborative efforts to purchase the Blue Mountain BMPP Project, and attempt the Sage Grouse project. Blue Mountain has been afforded several Point of Interconnection changes and specialized "leapfrog" assistance from PacifiCorp, in an attempt to quash the project Sage Grouse will be connecting into.

In a March 17, 2014 presentation for a tax abatement before the San Juan County Commissioners, Blue Mountain BMPP admitted that land it once represented it had the rights to develop, in reality, it does not... Mr. Tom Boyd, Esq. stated "***Another interesting thing about this slide is that one of the things that has negatively impacted the project in the past several months is that we have pretty lost this land owner – pretty central, crucial land owner to the project. It's Utorha Land and Cattle...We couldn't quite see eye-to-eye, and so we've had to kind of squash some turbines together. We've sort of got two (2) turbines here that are a little close together – a little close together down here. It definitely negatively impacts the performance of the project, but we have gone so far – I mean, we – this is the final site plan.***" This change is evidenced by their own presentation and the maps they presented.

Exhibit 27 for the series of maps and the multiple Site Control modifications Blue Mountain BMPP has made. These maps are all publically available, and clearly identify Blue Mountain BMPP does not have the requisite Site Control it has represented, while maintaining an allocation of 80 MW of Interconnection Capacity and 80 MW of Transmission Capacity as well. The Commission and the OATT do not provide for a Project to make critical modifications or to continually make material modifications as such. The Conditional Use Permit Map (whereby the permit allows construction on this footprint) is a completely different foot print than the Interconnection Request Map and the PPA Map.

(2) EXPLAIN HOW THE ACTION OR INACTION VIOLATES APPLICABLE STATUTORY STANDARDS OR REGULATORY REQUIREMENTS.

I. PACIFICORP REFUSES TO FOLLOW FERC ORDER 2003 AND ITS OWN OATT BY ALLOWING BLUE MOUNTAIN BMPP TO MAINTAIN AN INTERCONNECTION QUEUE POSITION DESPITE THE FACT THAT BLUE MOUNTAIN BMPP'S INTERCONNECTION REQUEST RELIES ON PROPERTY RIGHTS THAT PACIFICORP KNOWS ARE OWNED BY SAGE GROUSE.

A. INTRODUCTION

Sage Grouse is a Qualified Facility ("QF") within the meaning of the Public Utility Regulatory Policies Act of 1978 ("PURPA"). On August 26, 2014, Sage Grouse submitted an Interconnection Request for an LGIA that PacifiCorp accepted and processed. PacifiCorp assigned Sage Grouse Interconnection Queue Position. On September 2, 2014, PacifiCorp deemed complete Sage Grouse's Interconnection Request. On October 7, 2014, Sage Grouse and PacifiCorp conducted the required Scoping Meeting. During this meeting, Sage Grouse again explained to PacifiCorp that higher positioned QF's on the Interconnection Queue, one such QF, Blue Mountain BMPP, had submitted an Interconnection Request, which was not complete because it lacked a reasonable demonstration of Site Control. As explained herein, Blue Mountain BMPP's Interconnection Request improperly relied on parcels of land that it does not own but that belong to Sage Grouse. Sage Grouse also notified PacifiCorp that it had improperly failed to give Blue Mountain BMPP the requisite notice that this Interconnection Request was and remains deficient, and that Pacificorp failed to require Blue Mountain BMPP to post the additional $10,000 as required by the OATT for lack of Site Control.

Sage Grouse further stated to PacifiCorp that, because Blue Mountain BMPP's Site Control is deficient, PacifiCorp is required to withdraw Blue Mountain BMPP's Interconnection Request and, thereby, a loss of Blue Mountain BMPP's Interconnection Queue Position. Sage Grouse further explained that if Blue Mountain BMPP did not lose its Interconnection Queue Position, Sage Grouse's Interconnection Studies would be inaccurate and unreliably measure the impact of Sage Grouse's Project on PacifiCorp's Transmission System. PacifiCorp refused to take any action. Sage Grouse also stated PacifiCorp would be "studying" the effects of Sage Grouse's own land on itself, an impossible feet.

Sage Grouse then submitted an informal Notice of Dispute regarding Site Control[48] to PacifiCorp. On October 14, 2014, Sage Grouse and PacifiCorp met via teleconference to discuss Blue Mountain's improper position on the Interconnection Queue. Once again, PacifiCorp refused to withdraw Blue Mountain BMPP's Interconnection Request as required by FERC Order 2003 and PacifiCorp's OATT, stating that PacifiCorp had **already executed an LGIA** with Blue Mountain BMPP **based on Blue Mountain BMPP's Interconnection Request** and they considered the issue moot and non-existent.

PacifiCorp has, therefore, violated its OATT in the following ways: (1) By deeming complete the invalid Blue Mountain BMPP Interconnection Request when it was deficient (2) By failing to issue Blue Mountain BMPP a Notice of Deficiency and require Blue Mountain BMPP to post the additional $10,000 where Blue Mountain BMPP did not and could not reasonably demonstrate Site Control in its Interconnection Request; (3) By failing to deem withdrawn Blue Mountain BMPP's Interconnection Request, which would result in the loss of Blue Mountain BMPP's Interconnection Queue Position, despite knowing that Blue Mountain BMPP's Site Control, as submitted in its Interconnection Request, relied on property rights

[48] Exhibit 28: Notice of Dispute and Exhibits sent to PacifiCorp.

owned by Sage Grouse and (4) By failing to deem the otherwise, all such deposit(s), additional and initial, for the Interconnection Request as non-refundable.

PacifiCorp's excuse that it has already executed an LGIA with Blue Mountain BMPP is no defense. Indeed, the Commission should not allow PacifiCorp to turn a blind eye to Interconnection Requests that rely on land that the Interconnection Customer (like Blue Mountain BMPP) does not have right to, so that PacifiCorp can thereby lock out other valid Interconnection Customers (like Sage Grouse) from Open Access to its Transmission System. That is exactly what PacifiCorp has done to Sage Grouse.

Sage Grouse will first outline the applicable FERC LGIP/OATT provisions and then detail how PacifiCorp violated its these provisions.

B. <u>FERC ORDER 2003</u>

FERC Order 2003 provides Public Utilities a Large Generator Interconnection Procedures ("FERC LGIP") set forth therein. PacifiCorp has adopted the FERC LGIP as its Open Access Transmission Tariff ("OATT"). Under the FERC LGIP and OATT, and in order to initiate an Interconnection Request, an Interconnection Customer must submit "all" of the following: (i) a $10,000 deposit, (ii) a completed application in the form of Appendix 1, and (iii) demonstration of Site Control or a posting of an additional deposit of $10,000." FERC LGIP 3.3.1. and OATT (IV)(38)(3)(1) Under the FERC LGIP Section 1 Definitions: Site Control and the OATT(IV)(36)(Definitions)(Site Control), Site Control "shall mean documentation **<u>reasonably</u>** demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a

leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose." FERC LGIP page 9 and OATT page 125.

In addition, "[a]n Interconnection Request will not be considered to be a valid request until all items in [*FERC LGIP*] Section 3.3.1 and [*OATT(IV)(38)(3)(1)*] have been received by the Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, the Transmission Provider shall notify the Interconnection Customer . . . of the reasons for such failure and that the Interconnection Request does not constitute a valid request." FERC LGIP Section 3.3.3. and OATT (IV)(38)(3)(3) In fact, FERC Order 2003 defines an "Interconnection Request" as "an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, **<u>in accordance with the Tariff</u>**, to interconnect a new Generating Facility . . . ." FERC LGIP page 6 and OATT (IV)(36) (Definitions) page 122 Interconnection Request.

Blue Mountain BMPP never submitted an Interconnection Request "in accordance with the Tariff" because it could never "reasonably" demonstrate Site Control. Again, it could not do so because it had no right to the land and because the development rights to the land were owned by Sage Grouse. Blue Mountain BMPP, therefore, does not and **has never had** an "Interconnection Request." In any event, because Blue Mountain BMPP's so-called Interconnection Request did not reasonably demonstrate the required Site Control, PacifiCorp must deem withdrawn Blue Mountain BMPP's Interconnection Request resulting in the loss of its queue position and, thereby, remove Blue Mountain BMPP from the Interconnection Queue.

II. PURSUANT TO ITS OATT, PACIFICORP SHOULD NOT HAVE DEEMED COMPLETE BLUE MOUNTAIN BMPP'S INTERCONNECTION REQUEST BECAUSE BLUE MOUNTAIN BMPP DID NOT REASONABLY DEMONSTRATE SITE CONTROL.

A. VALID INTEREST FOR SITE CONTROL

1. Blue Mountain BMPP Did Not and Does Not Hold a Valid Interest in All of those Properties it Designated in its Interconnection Request.

Blue Mountain BMPP's so-called Interconnection Request ("Blue Mountain Request") initially relied on parcels of land owned by twelve (12) landowners[49] (each herein referred to as a "Property"). Sage Grouse does not dispute Blue Mountain BMPP's claim to five (5) of these properties. However, even with the five (5) properties Blue Mountain BMPP has claim to, Blue Mountain BMPP did not rely on the expired REDCO Options and executed completely NEW and different Blue Mountain BMPP Lease Agreements and/or further Options with the Land Owners[50].

Blue Mountain BMPP did not and still does not have rights to the other seven (7) Properties. The history of six (6) of these Properties is long and complicated due to these Properties' expired Option Agreements included by bankrupt REDCO, as described in the following subsections (and detailed in the Notice of Dispute and Exhibits, attached as Exhibit 28.) Nevertheless, one fact is simple and undisputed—the seventh (7th) Property, owned by a Trust whereby the Trustees are Mr. Stephen and Mrs. Bonnie Meyer ("Meyers") **was never**

[49] Exhibit 29: List of twelve (12) land owners.

[50] Exhibit 30: List of twelve (12) land owners and San Juan County Grantor/Grantee Index for Blue Mountain Power Partners, LLC (Blue Mountain BMPP) Note: All of the Recording dates are well AFTER the submission for the Interconnection Request.

under contract with REDCO[51] or Blue Mountain BMPP[52]. In fact, the Meyers have notified PacifiCorp that Blue Mountain has no right to their Property. PacifiCorp has repeatedly ignored the Meyers' notifications in order to accelerate Blue Mountain BMPP's LGIA to execution and thereby lock out Sage Grouse and other unfavored Interconnection Customers from accessing Interconnection Capacity on PacifiCorp's Transmission System without a cost prohibitive System Network Upgrade.

2. Blue Mountain BMPP Does Not Own Developmental Rights to the Other Six (6) Properties Because (A) Each of these Six Options Expired on Their Terms Prior to the Filing of the REDCO Bankruptcy; and (B) Blue Mountain BMPP's Claim to these Properties Is Based on Blue Mountain BMPP's Purchase of Expired Options from the REDCO Trustee, which Purchase the Bankruptcy Court Explicitly Limited to Whatever Interest, If Any, the REDCO Trustee May or May Not Have Held in these Properties—Which Was None Because the Options Had Already Expired.

As explained above, the Meyers' land was never subject to any agreement with REDCO or Blue Mountain BMPP. Because Blue Mountain BMPP's Interconnection Request included on the Meyers' Property, this Interconnection Request was, therefore, invalid and nonexistent. Although this is enough to show PacifiCorp's failure to enforce its OATT, Sage Grouse will now

[51] Exhibit 31:REDCO Contract Execution Page devoid of REDCO execution and Letters to PacifiCorp from Bonnie G. Meyer; San Juan County Recorder's Office Grantor/Grantee Abstract for REDCO devoid of any interest recorded by it against any parcels of land owned by The Meyer Trust

[52] Exhibit 30: San Juan County Recorder's Office Grantor/Grantee Abstract for Blue Mountain BMPP devoid of any interest recorded by it against any parcels of land owned by The Meyer Trust.

also show why Blue Mountain BMPP did not have right to six(6) additional Properties that it improperly claimed in its Interconnection Request.

Eleven (11) of the twelve (12) properties used in Blue Mountain's Interconnection Request were once subject to an Option Lease Agreement with Renewable Energy Development Corporation ("REDCO"). These eleven (11) Options Agreements expired on their own terms. Shortly after all of these Option Agreements had expired, REDCO declared Chapter 7 bankruptcy in the Federal Bankruptcy Court, District of Utah. Shortly after the bankruptcy was filed, six (6) of these Property owners executed with Sage Grouse's predecessor in interest, Summit Wind Power, LLC, Wind Energy Development Agreements. Summit Wind also signed the Meyers' Property to a similar agreement. This was the first time Trustees, Mr. and Mrs. Meyer, were signed to a Wind Energy Development Agreement.

This created two (2) problems for PacifiCorp and Blue Mountain BMPP. First, because of limited Interconnection Capacity, Blue Mountain BMPP had to figure out a way to beat Sage Grouse to the Interconnection Queue (and displace Ellis-Hall from the Interconnection Queue). Second, Blue Mountain BMPP's wind studies relied and still rely on data taken from meteorological wind measuring towers on other land under contract with Sage Grouse (owned by the Roring family). To overcome these problems, Blue Mountain BMPP had to gain rights to these Properties, or properties as close as possible to the meteorological wind measuring towers. For some of these Properties, Blue Mountain BMPP attempted to belatedly execute the expired Options—even after the REDCO bankruptcy. This was an inefficacious sham, evidenced by Blue Mountain BMPP's second strategy: Blue Mountain BMPP also entered into another sham

transaction with the REDCO Trustee to "buy" the six (and other) expired Options from the REDCO estate and the "Blue Mountain Wind" name.[53]

Because the validity of the expired options sale was in doubt, the Bankruptcy Court only permitted the Trustee to operate a sale of the expired options under certain conditions. The Bankruptcy Court twice ordered that the REDCO Trustee could only sell whatever interest the estate held in these expired Options, if any, stating that any sale of these expired Options was "AS IS, WHERE IS and IF IS." Furthermore, the Bankruptcy Court explicitly Ordered[54] that it was not going to Quiet Title these properties nor affirmed that the sale transferred any actual rights. Indeed, the Trustee was selling no rights at all because the Options had long since expired[55]. The Trustee knew this, which is why he refused to guarantee title and sold these expired Options to Blue Mountain BMPP without warranty. Thus, although the REDCO Trustee was selling nothing more than a shell, Blue Mountain BMPP willingly entered into the sham transaction to purchase these expired and worthless Options because Blue Mountain BMPP and PacifiCorp needed something in the public domain to substantiate Blue Mountain BMPP's purported claim of Site Control as set forth in its Interconnection Request.

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[53]Exhibit 33: Map of REDCO's Blue Mountain Wind Project Study area. The overall REDCO project was originally named "Blue Mountain Wind" and was also known as "Blue Mountain." This project's study area initially encompassed many parcels, including both the current Blue Mountain BMPP and Sage Grouse Projects, and Ellis-Hall Consultants' land (which was pulled out of Blue Mountain Wind as the first phase and named Blue Mountain Wind 1,LLC, the entity that executed the record breaking timely PPA with PacifiCorp. The Meyers' land Is excluded as they had not contract with REDCO.

REDCO was slated to chop the projects up and split them up into multiple 80MW Qualified Facility projects [(1) Blue Mountain Wind 1 (2) Blue Mountain Wind 2 (3) Blue Mountain Wind 3; all with commercially unviable Commercial Operation Dates in order to "Default" or sell all of the QF Projects to PacifiCorp. PacifiCorp would "Step-In" (as it has with **Spanish Fork Wind Park 2, LLC**; See **Exhibit 34**) and take the projects over, thereby increasing the renewable energy generation portfolio of Pacificorp by upwards of 300 to 1500 MW. The Commission may wish to be very cautious to differentiate the difference between the old "Blue Mountain" from the new "Blue Mountain BMPP," which rely on fundamentally different footprints, land rights, Interconnection Customers, and Interconnection Requests.

[54] Exhibit 35: Excerpt from June 20, 2012 Bankruptcy Ruling, Case No. 11-348-145 WTT

[55]The REDCO Trustee, George B. Hofmann, IV, Esq., also sold to Blue Mountain BMPP, contracts between the City of Monticello and Wasatch Wind, of which REDCO wasn't even a party. And Wind Data from wind turbines not even near BMPP's Land and is publically available.

3. PacifiCorp Knew that Blue Mountain BMPP's Purchase of the Six (6) Expired Option Leases Was a Sham Transaction.

This transaction was not just a sham because the Option Lease Agreements were expired. Rather, this transaction was also a sham because Blue Mountain BMPP **and** PacifiCorp knew all along that the REDCO Trustee had no rights to sell these expired Options. This is so for three (3) reasons:

First, in April 2012[56], Mrs. Meyer, Trustee sent PacifiCorp's Large Generation Interconnection Queue Manager, (Tom Fishback who has recently been "reassigned" to another position within the Company) a letter stating that there was never a fully executed agreement between the Meyer Trust and REDCO for any use of their Property. In her letter, Mrs. Meyer, Trustee also explained that REDCO did not pay any consideration for the proposed Option on her Property. Mrs. Meyer, Trustee sent this letter because she wanted to ensure that the Trust's land was not being used for anything by anybody or any entity without her knowledge and permission, as the Trustee.

Second, Scott Rasmussen, Manager (on behalf of SSP A Trust)[57], Stephen and Bonnie Meyer, Trustees,[58] Richard Francom[59], Garda Nielson, Trustee[60], Clay and Diane Christiansen[61],

[56]Exhibit12

[57]Exhibit 36, Scott Rasmussen Objection filed, Case No. 11-38145 WTT, Document No.115-Objection-Includes Utah Cases with Utah Supreme Court rulings regarding Lack of Consideration and Contract Invalidity

[58]Exhibit 37, Trustees Stephen K. and Bonnie Meyer Objection filed, Case No. 11-38145 WTT, Document No. 110 and 2nd Objection filed, Case No. 11-38145 WTT, Document No. 141

[59]Exhibit 38, Richard D. Francom Objection filed, Case No. 11-38145 WTT, Document No. 128 and Exhibits for Objection filed Document No. 133, and 2nd Objection filed, Case No. 11-38145 WTT, Document No. 112

[60]Exhibit 39, Garda Nielson, Trustee, Objection filed, Case No. 11-38145-WTT, Document No. 107

all objected to the REDCO Trustee's proposed sale of the expired Options covering their Properties on the basis that REDCO never paid the required $1,000.00 Consideration to exercise the Option, in order for REDCO to execute the terms of the Options to convert them into valid Lease Agreements, which also required additional monies. All of these Objections were filed before June18, 2012. PacifiCorp and Blue Mountain BMPP's Principal, Michael Cutbirth, both knew of these Letters, Objections and Communications because they each made appearances in the bankruptcy proceeding. These Objections were all received by the REDCO Trustee, Pacificorp and Michael Cutbirth before June 18, 2012. In addition, Michael Cutbirth received notice of the failure of the expired Options from his own Private Project Development Consultant, Ben Kerl on February 7, 2012[62]. In a February 7, 2012 Memorandum to the Board of Directors of Champlin (the parent company that owned Blue Mountain BMPP), Mr. Kerl advised the following about the expired REDCO Options & the Project:

1) Risk Factors include:
    a. **<u>The standing of the leases isn't good.</u>**
    b. The remaining portion of the project that had not already been sold [*January 30, 2012*] is being sold with NO WARRANTY, and the Trustee makes no representations as to **<u>completeness of any of the remaining assets</u>.**
2) The PPA for this project had been executed with Pacificorp for a levelized rate of $58.00 and a twenty (20) year contract.

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[61]Exhibit 40, Clay R. and Diane E. Christiansen Objection filed, Case No. 11-38145 WTT, Document No. 127 and Exhibits for Objection filed Document No. 134; 2nd Objection filed, Case No. 11-38145 WTT, Document No. 113; Supplemental Memorandum to Objection, filed, Case No. 11-3845 WTT, Document No. 136; and Affidavit of Clay Christiansen, filed Case No. 11-38145 WTT, Document No. 125.

[62]Exhibit 41: Ben Kerl's February 7, 2012, redacted Memorandum to Champlin, Champlin/GEI Wind Holdings, LLC Board of Directors, RE: REDCO's Blue Mountain Wind Project, filed as an Exhibit in Oregon District Federal Court, Case No. 3:12-cv-00489-AC.

3) Darin Huseby spoke to a professional contact in PacifiCorp's renewable procurement department who told him that **PacifiCorp would like to see Blue Mountain constructed.** The contact indicated that aside from **increasing the PPA rate, Pacificorp would be willing to take action to support the project.**

4) Part of the projects assets [*the other six (6) core leases*] were sold to REDCO insiders [*who formed the new company that purchased them, and Blue Mountain BMPP hired a REDCO Vice-President Michael J. Adams*[63] *to represent Blue Mountain BMPP and attempt to sign up land owners with Blue Mountain BMPP*]

5) Rich Simon[64] performed the wind studies on the areas around the project and shared information about the project.

Upon information and belief, Pacificorp provided information about this project that was redacted from this Ben Kerl Memorandum, which was filed as an Exhibit in a lawsuit regarding these expired Options in The Federal District of Oregon, Case No. 3:12-cv-00489-AC, Document 13-1. The Memorandum goes into great details about the Economics of the Project, the Budget of the Project, the Risk Factors of the Project, Permitting, Interconnection (with a redacted portion), and **specifically defines the lease terms** (however, this portion is redacted), as well, on Page ID# 170, there is a specific reference (redacted) detailing communications between the Champlin Vice-President and Pacificorp, including a reference that **"Pacificorp would like to see Blue Mountain constructed"** and another reference that states **"We believe that Blue**

[63]Mr. Michael Adams, former Vice-President and Shareholder of REDCO, had parcels of land that were part of the Blue Mountain Wind 1, LLC, perfected Option Agreements that were sold with the Core Roring Family Leases. His son also had land included in the Blue Mountain Wind 1, LLC project. Ellis-Hall Consultants, LLC purchased the Core leases for Blue Mountain Wind 1, LLC from the former REDCO insiders as a new company, Ellis-Hall Consultants purchased these perfected Option Agreements as well, despite Michael's employment arrangements with Blue Mountain BMPP. Blue Mountain BMPP was trying to secure those Contracts and the Roring Contracts from Ellis-Hall Consultants, LLC, however Ellis-Hall refused to sell.

[64]Exhibit 42: Rich Simon a personal friend of Mr. Cutbirth, he and his wife Denise socialize frequently with Mr. Simon and Mr. Simon advised Mr. Cutbirth about the pitfalls of the REDCO project and the location of all the wind data being "several miles away" evidenced by the emails filed in Case No. 3:12-cv-00489-AC, Documents 13-1,Page 1, 3,5 of 26.

Mountain is currently in default under the terms of the PPA". The PPA has a "Purchase Provision" and "Step-In Rights" for Pacificorp. Although the PPA is not directly part of this Complaint, the Complainant believes it is imperative that the Commission be made aware of the "unique" circumstances and communications between Blue Mountain BMPP's Michael Cutbirth, his companies, his employees, his contractors and Pacificorp. Pacificorp also received notice of this Memorandum from Mr. Kerl.

As well, the Memorandum evidences PacifiCorp's desire to obtain the project and increase the rate of the PPA. How often does that ever happen? **Never.**

> **"The contact indicated that aside from increasing the PPA rate, Pacificorp would be willing to take action to support the project."**

Clearly this is a sham for PacifiCorp to circumvent the Commission and PURPA, secure a project, and pay itself more than it is offering other Developers, to increase not only its profits, but drive the competition of other truly independent Interconnection Customers, such as Sage Grouse out of their way by "scooping" up any potential projects by any means and any costs. In the end, it's the rate payers that more than pay for this sham. And this isn't the first time PacifiCorp has done this. Sage Grouse seeks assistance from the Commission to end PacifiCorp's ability to continue with these actions with shill favorable Interconnection Customers.

This goes to the heart of what this massive conspiracy is about, PacifiCorp expanding PacifiCorp's vertical integration model and maintaining their monopolistic stronghold on its service area, regardless of what the rules say.

It appears senior citizen farmers and widows from San Juan County are much easier targets with regard to the expired Option Agreements. Their land is right in the heart of an

"Energy Corridor" or an "Energy Belt" from the mid-west up through the Four Corners States, Utah, Idaho and the Pacific Northwest (PacifiCorp's service area).[65] were easier targets.

This information relates to the "sale" of the expired Options. This information too, is publically available. The Objections filed by the land owners, and all of this other information, was either publically available or filed in the Bankruptcy where Pacificorp had entered an appearance in, made filings, and was on the mailing list to receive all filings, including the Objections, and the purported AS IS, IF IS, No Warranty, language of the "sale" were also received **before** the REDCO Trustee closed on the "sale" of the expired Options to Blue Mountain BMPP, which reportedly occurred on or about July 23, 2012.

Third, PacifiCorp and Blue Mountain BMPP had constructive notice of Sage Grouse's interest (and Blue Mountain BMPP's lack of interest) in these properties because Summit Wind had recorded an interest against many of these properties with the San Juan County's Recorder's Office, in March 2012.[66] Because Utah is a race to record notice jurisdiction state[67], Blue Mountain BMPP and PacifiCorp cannot claim ignorance of Sage Grouse's interest in these properties.

Lastly, the Option Term for ALL the expired Option Agreements expired in October and November 2014, even if the Consideration had not caused the Options to fail. Blue Mountain BMPP would have had to send notices, pay significant monies to execute the Lease Provisions, if it could have exercised the Option which it could not have done.

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[65] Exhibit 44: Map from Pacificorp website of PacifiCorp's service area.

[66] Exhibit 46: Grantor/Grantee Abstract list from San Juan County Recorder's Office for Summit Wind Power.

[67] To date Blue Mountain BMPP has never recorded any lien or notice of Interest asserting any rights to the six (6) expired Options and the Meyer's land. This is in contrast to Blue Mountain BMPP's recorded interest in the other valid five (5) Properties, which occurred in late 2012. Blue Mountain BMPP did not record a lien against the six (6) expired Options is evidence that Blue Mountain BMPP is fully aware it has not rights to protect as it knows that it does not have right to these six (6) Properties. Blue Mountain BMPP knows filing of such an interest would constitute a wrongful lien, a blatant violation of Utah Law, including but not limited to Utah Title 38, The Wrongful Lien Act.

PacifiCorp and Blue Mountain BMPP therefore knew that Blue Mountain BMPP did not reasonably demonstrate Site Control in its Interconnection Request because they both actually and constructively knew that Blue Mountain BMPP did not have a legitimate claim for the Properties used therein.

4. PacifiCorp Twice Deemed Complete the Same Blue Mountain BMPP Interconnection Request Before Blue Mountain Consummated the Sham Transaction.

All of this information aside, PacifiCorp's excuses fail for another reason: Blue Mountain BMPP twice submitted its Interconnection Request, and PacifiCorp twice deemed complete Blue Mountain BMPP's Interconnection Requests associated with Interconnection Queue positions #418 and #426, **before** Blue Mountain BMPP and the REDCO Trustee even **claimed** to have consummated the sham Sale and Purchase of the expired Options.

On or about March 16, 2012, Blue Mountain BMPP submitted an invalid Interconnection Request to PacifiCorp relying on six (6) "perfected" Option Agreements originating from the REDCO bankruptcy that did not belong to Blue Mountain BMPP, but belonged to Ellis-Hall Consultants, LLC and the twelve (12) expired Option Agreements for the footprint of its project, inclusive of a Generating Facility and Interconnection Customer Interconnection Facilities. Seven (7) of the twelve (12) are disputed because they are owned by Sage Grouse. PacifiCorp assigned to Blue Mountain, Interconnection Queue Position #418. On or about February 17, 2012, the REDCO Trustee and Blue Mountain BMPP entered into a "sale" of the expired Options but needed the bankruptcy court to approve the sale. On March 22, 2012, PacifiCorp deemed complete Blue Mountain BMPP's Interconnection Request. **Only later that same day**, the Bankruptcy Court issued an order allowing the REDCO Trustee to sell whatever, if any,

interest the REDCO Estate might have had in the twelve (12) expired Option Agreements, if any, with no warranty, but only "As Is, Where Is, If Is." The REDCO Trustee and Blue Mountain BMPP, however, never closed on this sale, presumably because the legitimacy of these expired Option Agreements was in question, and Blue Mountain BMPP conceded that the validity of the expired Options was a problem. The fact is the six (6) other perfected Option Agreements, for the Roring Family, belonged another developer, Ellis-Hall, not Blue Mountain BMPP, and those leases were also included in the Interconnection Request for Queue Position No. 418.

On or about March 26, 2012, it appears Blue Mountain BMPP voluntarily withdrew its Interconnection Request. PacifiCorp then terminated Blue Mountain BMPP's Interconnection Queue Position #418. On June 26, 2012, PacifiCorp assigned Blue Mountain BMPP a new Interconnection Queue Position #426. The REDCO Trustee and Blue Mountain BMPP, however, still had **not** closed on the sham sale of the expired Option Agreements. On June 20, 2012, the Bankruptcy Court conducted another hearing regarding the expired Option Agreements and held that the Court was specifically **not Quieting Title of the expired Option Agreements**, but merely permitting the Trustee to only sell whatever interest "he's got if any" that the REDCO Estate held in those expired Option Agreements, if anything. This sham transaction did not close until July 23, 2012—long after PacifiCorp had issued Blue Mountain BMPP its second Interconnection Queue Position of No. 426 and deemed complete Blue Mountain BMPP's second Interconnection Request, which again included some of Sage Grouse's parcels of land.[68]

[68]Blue Mountain BMPP did not surreptitiously acquire an Interconnection Queue on faulty Site Control alone. Rather, PacifiCorp worked with Blue Mountain BMPP to deem complete Interconnection Requests that accepted Blue Mountain' BMPP's *Interconnection Request* the moment the REDCO Trustee provided Blue Mountain BMPP copies of the twelve (12) expired Option Agreements and filed his "Motion to Sell"; whereby the Court permitted the sale of the Expired Options, because there were no warranties or guarantees being given. This is evidenced from the fact that PacifiCorp deemed complete an Interconnection Request once assigning an Interconnection Queue position to Blue Mountain BMPP *before* the Court allowed the sale of the expired Option Agreements to continue. Realizing that Blue Mountain BMPP could not possibly demonstrate Site Control before the court issued its Order, Blue Mountain BMPP withdrew its Interconnection Request and Pacificorp terminated the Interconnection Queue Position and continued to collaborate with Blue Mountain BMPP to

Because PacifiCorp deemed complete both of Blue Mountain BMPP's Interconnection Requests long before the sham sale of the expired Options had even been consummated, PacifiCorp knew that Blue Mountain BMPP could not reasonably demonstrate Site Control for **ALL** those Properties contained in its Interconnection Request.

5. Regardless of What PacifiCorp Knew in the Past, PacifiCorp Continues to Violate its OATT by Failing to Withdraw Blue Mountain BMPP's Interconnection Request Where Sage Grouse Has Repeatedly Told PacifiCorp that Blue Mountain BMPP Does Not and Will Never Have Site Control as Stated in Blue Mountain BMPP's Interconnection Request Because the Developmental Rights to these Properties Are Owned by Sage Grouse.

As explained above, Blue Mountain BMPP's Interconnection Request is not valid and should be non-existent because it does not reasonably demonstrate Site Control and comply with the FERC LGIP and OATT definition of "Interconnection Request." FERC LGIP 3.3.3 and OATT (IV)(38)(3)(3) Thus, it was not in accordance with the OATT. Blue Mountain BMPP's submission for an Interconnection Request cannot constitute an "Interconnection Request" under FERC Order 2003. FERC LGIA page 6 ("an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, **in accordance with the Tariff**, to interconnect a new Generating Facility . . . ."). Due to its Site Control deficiency, PacifiCorp should have withdrawn Blue Mountain BMPP's Interconnection Request, thereby resulting in the loss (termination) of Blue Mountain BMPP's Interconnection Queue Position.

"resubmit" its Interconnection Request after the Bankruptcy Court approved the Trustee's Sale Motion was completed. This process, which resulted in a new Queue Position Assignment of #0426 with essentially the same Interconnection Request as that (minus the Roring Family Agreements) was submitted, accepted and assigned a Queue Position of #0426.

Indeed, PacifiCorp should also deem withdrawn Blue Mountain BMPP's Interconnection Request because Blue Mountain BMPP did not "adhere to all requirement of [the] LGIP." FERC LGIP 3.6 and OATT (IV)(38)(3)(6) ("[I]f the Interconnection Customer fails to adhere to all requirements of this LGIP . . . the Transmission Provider shall deem the Interconnection Request to be **withdrawn** and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal . . . . **Withdrawal shall result in the loss of the Interconnection Customer's Queue Position.**"

Sage Grouse has made several attempts to resolve PacifiCorp's improper conduct in light of Blue Mountain BMPP's deficient Site Control. PacifiCorp is railroading Sage Grouse, forcing Sage Grouse through the LGIP in order to assess significant Network Upgrades thereby killing the Sage Grouse project in hopes that Sage Grouse will "go away to where she came from". PacifiCorp has refused to address Sage Grouse's concerns informally, resulting in Sage Grouse filing an informal Notice of Dispute with PacifiCorp, stating that PacifiCorp must comply with its OATT and fairly administer it equally to all Interconnection Customers. The withdrawal of Blue Mountain BMPP's Interconnection Request and loss of Blue Mountain BMPP from the Interconnection Queue because PacifiCorp improperly deemed complete Blue Mountain BMPP's speculative, deficient, and unreasonable demonstration of Site Control. After PacifiCorp accepted Sage Grouse's informal Notice of Dispute, the parties met via teleconference on October 14, 2014. Sage Grouse explained to PacifiCorp its concerns, as set forth above. In response, PacifiCorp made multiple false excuses for its failure to enforce its OATT.

First, PacifiCorp untruthfully said that it was not previously aware of Sage Grouse's claim to the properties set forth in Blue Mountain BMPP's Interconnection Request. As

explained above, this is false because multiple landowners submitted letters to Tom Fishback, Pacificorp's Large Generation Interconnection Agreement Queue Manager. The letters were sent both before and after PacifiCorp issued an Interconnection Queue Positions to Blue Mountain BMPP. These landowners objected to their Properties being included in the REDCO Trustee's sale because the underlying Options were expired.

Furthermore, PacifiCorp was on constructive notice that there was a problem with these Properties due to Sage Grouse's recorded interests in Properties, as recorded in San Juan County. PacifiCorp had no response to this argument.

Second, PacifiCorp stated that it does not have to vet an Interconnection Customer's claim to Site Control but that it can take the Interconnection Customer's request at "face value." This is not a correct application of FERC Order 2003, and Good Utility Practices [69 and 70]. Under the LGIP, an Interconnection Request must include "documentation reasonably demonstrating" one (1) of three Site Control provisions. FERC LGIP 3.3.1 and OATT (IV)(38)(3)(1) Thus, PacifiCorp cannot take a claim of Site Control at face value, but instead, must evaluate the documentation and weigh whether or not it is a "reasonable demonstration." Without this evaluation, the regulatory provision is rendered useless. This is particularly the case where the Commission has ordered and PacifiCorp's OATT requires an Interconnection Customer to post an additional deposit of $10,000 to process the Interconnection Request without Site Control, and be prepared to forfeit that and the initial deposit if they fail to secure Site Control. This is specifically to deter these types of circumstances and speculative Requests retaining **valuable**

[69] Exhibit 18.

[70] Good Utility Practice **requires** Pacificorp to verify the demonstration of Site Control. There is no other mechanism for verifying Site Control for the Interconnection Requests that Transmission Provider PacifiCorp receives. PacifiCorp infers it is the responsibility of the Commission, however, and that is simply not reasonable because the Commission oversees the regulation PacifiCorp's actions and handling of Interconnection Requests, not the Interconnect Requests itself. PacifiCorp is the Transmission Provider that actually receives these requests. It is ridiculous to suggest (as PacifiCorp has to Sage Grouse) that is in fact the Commission's duty to review the Site Control provisions.

Interconnection Capacity. As is the present situation. PacifiCorp has admitted that it did not follow this provision with Blue Mountain BMPP. And, even if PacifiCorp could accept Blue Mountain BMPP's sham Site Control documents at "face value," it cannot do so in the face of PacifiCorp's actual and constructive notice of Sage Grouse's interest in the Properties. The "face value" provides absolutely no demonstration of development rights in order to construct necessary facilities and it is a minor effect for PacifiCorp to contact the Interconnection Customer and request that the Interconnection Customer "do the running around" as stated by PacifiCorp, and provide the necessary documentation to establish Sight Control (as Sage Grouse was required to do).

In effect, PacifiCorp's position is that it holds carte blanche authority to push and leapfrog invalid and speculative projects forward, as it sees fit, especially if PacifiCorp's purpose is to eventually take these projects over[71], as is the case with Blue Mountain BMPP. PacifiCorp's ability to control the Interconnection Queue demonstrates that PacifiCorp, at its discretion, can use these invalid projects to block valid projects, such as Sage Grouse, from open access to PacifiCorp's Transmission System. This completely undermines the purpose and policy behind various Commission Orders and its regulatory authority.

There is understandably much at stake for PacifiCorp. And, because PacifiCorp has blundered the application of FERC LGIP and its OATT in order to circumvent the Commission's authority, Sage Grouse has reason to believe that PacifiCorp is now breaking the law to cover its tracks. In fact, PacifiCorp is now instructing Blue Mountain BMPP to get Sage Grouse's Properties under contract "at all cost." PacifiCorp is also attempting to get around Blue Mountain BMPP's lack of Site Control by re-characterizing *alleged* material modifications to the

[71] Exhibit 47: November 30, 2011, "***Pacificorp asks regulators to approve 79.8 –MW wind power agreement north of Monticello***" published in the San Juan Record in Monticello, San Juan County, Utah.

Blue Mountain BMPP Generating Facility footprint and Interconnection Customer Interconnection Facilities as "slight modifications." However, the matter of these alleged "modifications" had only arisen as PacifiCorp's resolution to dismiss the merit of Sage Grouse's Notice of Dispute. This is unsatisfactory, and not the case, because Blue Mountain BMPP represented to PacifiCorp Energy, as late as May 2013, the twelve (12) expired Options as the contracts that comprised its Project. May 2013 is well after the completion of the Blue Mountain BMPP LGIP Study Process. So, even if what PacifiCorp purports to have occurred (which isn't what happened) such a "slight modification" (as PacifiCorp characterizes it, which is incorrect because it is a material modification) would require a full and complete re-study which PacifiCorp did not do, and requires a new Interconnection Request as well.

Blue Mountain BMPP has repeatedly approached Sage Grouse's landowners and either threatened and/or attempted to entice these owners to breach their contract with Sage Grouse and to sign up with Blue Mountain BMPP, as recently as January, 2015. In fact, Blue Mountain BMPP has caused three (3) of the landowners to breach their agreements with Sage Grouse. This does not affect Sage Grouse's legal rights to these Properties.

In the end, Blue Mountain BMPP indisputably **cannot** demonstrate that it has the developmental rights for **ALL** Properties listed in its current Interconnection Request. PacifiCorp has always known that this was the case. Pacificorp has, therefore, willfully violated its OATT and FERC Order 2003.

III. FERC SHOULD INVESTIGATE OTHER PACIFICORP ACTIONS THAT RISK SERIOUS DAMAGE TO FERC'S POLICY REQUIRING OPEN ACCESS TO PACIFICORP'S TRANSMISSION SYSTEM.

Sage Grouse has made Blue Mountain BMPP's lack of Site Control the focus of this Complaint because of the direct consequences PacifiCorp's impropriety has and will continue to have on Sage Grouse's Project. This is not the extent of PacifiCorp's concerning and potentially illegal conduct. Sage Grouse also requests that the Commission further investigate, or refer to the appropriate agencies the following:

1. **Discrimination:** Sage Grouse's Principal is a visible minority, a member of a protected class. Protected under the Federal and State anti-discrimination laws from discrimination due to race and gender. PacifiCorp personnel have made discriminatory and offensive references about this Principal, specifically based upon race and gender. For example, PacifiCorp employees have repeatedly referred to her as the "Voodoo Bitch." And suggested that she "go back to where she came from". Apart from offensive, PacifiCorp's conduct is concerning for three (3) other reasons.

   First, Sage Grouse is unaware of any other Interconnection Customer/QF Owner or Project seeking access to PacifiCorp's Transmission System with majority ownership by a minority, which further emphasizes the risk in this industry for willful and/or accidental discriminatory conduct.

   Second, Sage Grouse can show that PacifiCorp has a history of discriminatorily treating minority owned Interconnection Customers/QF projects. Prior to the Commission's December 16, 2013 Order, PacifiCorp was able to "push" improper or invalid shill projects to get them a PPA in order to lock up the Transmission Capacity out of the substations, before there was ever an LGIA. Under this scheme, PacifiCorp pushed through Blue Mountain BMPP (Interconnection Queue No. 0426) and other

projects, including the Latigo Wind Park, LLC ("Latigo") (Interconnection Queue No. 0384).

For example, Ellis-Hall Consultants[72] ("Ellis-Hall") is between Latigo and Blue Mountain BMPP on the Interconnection Queue at Position No. 0420. In order to lock Ellis-Hall out of access to PacifiCorp's Transmission Capacity out of Pinto Substation on the Transmission Queue, PacifiCorp Transmission Services reserved and allocated the remaining Transmission Capacity of 140 MW (Latigo 60 MW and Blue Mountain 80 MW) to its generation division, PacifiCorp Energy before PacifiCorp Energy, the Transmission Customer, had even secured, much less executed the PPA, or received the required Public Service Commission approval for a PPA from either entity.

In addition, PacifiCorp had designated the Blue Mountain Wind 1, project (the Roring Leases once under contract with PacifiCorp) as a Network Resource immediately after executing its PPA. Ellis-Hall purchased ALL of the leases for this project and is currently working through this maze of schemes from PacifiCorp to construct the wind farm. In an attempt to displace Ellis-Hall, PacifiCorp then designated Latigo as a Network Resource, once again well before securing a PPA. This was clearly because Ellis-Hall had purchased the Option Agreements for the project Blue Mountain Wind 1, LLC the 80MW project PacifiCorp had designated as the Network Resource project from that area and has since converted the Options to

[72] Ellis-Hall Consultants, LLC is a particularly strong threat to reducing the monopolistic influences PacifiCorp commands in the West and Northwest because the largest principal of Ellis-Hall, has a proven track record of having designed, created, built, operated and maintained a wind farm from scratch. Not a "flipper" not a "shill developer front". A renowned expert in the international field of renewable energy development and grid management, PacifiCorp is well aware that with this expertise, their vertical integration expansion opportunities will be greatly affected if this entity is able to gain the open access the Commission and Congress are seeking to have in order to eliminate the very monopolistic characteristics and undertones, PacifiCorp seeks to preserve.

Lease Agreements. During this time, Sage Grouse secured rights to the Roring land through Ellis-Hall and the Roring Family.

When PacifiCorp failed to secure the Option rights, or the rights to control the project from Ellis-Hall, PacifiCorp embarked in a scheme to keep Ellis-Hall (and its Blue Mountain Wind 1 Lease Agreements) from successfully securing a PPA. This in effect kills Sage Grouse because Sage Grouse is connecting into the Ellis-Hall Collector/Connector substation.

As well, PacifiCorp permitted both Latigo and Blue Mountain to enter into PPAs without an LGIA, despite having issued each of the Projects multiple letters stating the opposite, that they would be required to execute an LGIA.

PacifiCorp's actions allowed Blue Mountain to leapfrog ahead of Ellis-Hall on the Pacificorp's Transmission Queue despite being behind Ellis-Hall on the Interconnection Queue[73]. In contrast, PacifiCorp required Ellis-Hall to first obtain a fully executed LGIA before Pacificorp would execute a PPA. Despite this not being the common practice of PacifiCorp, as in the last ten (10) years PacifiCorp has never required that an Interconnection Agreement be in place before executing a PPA, PacifiCorp implemented this requirement exclusively for Ellis-Hall and only Ellis-Hall. In fact, since Ellis-Hall notified PacifiCorp it has executed LGIA, PacifiCorp has execute five (5) PPA's whereby the QF Owner did note secure an LGIA first. Of these five (5) PPA's not one has since secured its LGIA, and Ellis=Hall continues to wait for PacifiCorp. Ellis-Hall is the only QF Owner, whereby PacifiCorp has

[73] This is how PacifiCorp is able to effectively control open access to its Transmission System. By controlling the processing of the Interconnection Requests, PacifiCorp is able to control the access to Interconnection. If that fails, then they can circumvent the Interconnection Process by reserving and manipulating the Transmission Capacity Queue and stopping projects it views as unfavorable from being able to move their power out of the Point of Interconnection Substations.

required a fully executed LGIA before executing a PPA. Despite this requirement being fulfilled by Ellis-Hall, PacifiCorp still has refused to execute a PPA with Ellis-Hall. PacifiCorp's continued refusal to execute a PPA with Ellis-Hall affects Sage Grouse, since Ellis-Hall's substation is Sage Grouse's point of interconnection.

PacifiCorp's actions are not by accident. At one point, when PacifiCorp thought it would be able to displace Ellis-Hall it follow Good Utility Practices, and advised its favored Interconnection Customer, Blue Mountain BMPP that since its collector substation was merely 2.35 miles away from Ellis-Hall's. This exercise was merely a sham as well. After FERC issued its December 16, 2013 ruling, and PacifiCorp realized it would not be able to use the Transmission Capacity to block Ellis-Hall, PacifiCorp allowed Blue Mountain BMPP permission to construct its own collector/connector substation, (which it initially had located on Sage Grouse lands under the power line with an impedance of Zero). Aside from the other concerns, one of which PacifiCorp required Ellis-Hall to build into its substation the necessary facilities to accommodate Blue Mountain BMPP, the rate payers will not be expected to pay to maintain two (2) substations less three miles apart. Both Ellis-Hall and Sage Grouse have a principal who is a visible minority. And both are experiencing disastrous circumstances in dealing with Pacificorp.

As with the Interconnection Agreement requirement for the PPA likewise, the same standard of elevation is being applied to Sage Grouse, as is evidenced by its Interconnection Processing. In fact, the only Interconnection Customers/QF Owners being forced to secure fully executed LGIA's are the Interconnection Customers/QF Owners, whereby a principal is visible minority. In this case a black woman.

Third, even if PacifiCorp was not motivated by racial or gender animus, PacifiCorp has purposefully and inconsistently applied its OATT to various projects. This seriously violates FERC's policy for open access and allows for Pacificorp's trickery to result in circumventing FERC's regulatory authority. Indeed, if PacifiCorp can streamline a favored project's completion by getting around the rules, it can effectively lock another project out of its system by stringently applying those same rules to projects it determines are less favored projects to its vertical integration expansion opportunities. This is precisely the type of monopolistic conduct that FERC seeks to prohibit.

2. **Blue Mountain Relies on Wind Data Taken From Another Project's Land:** PacifiCorp has also permitted Blue Mountain BMPP to use wind data for determinative "individual project characteristics" that was **NOT** produced on Blue Mountain's land. Blue Mountain's project fails to follow Good Utility Practices and is, therefore, at best, highly speculative. PacifiCorp knows this but has failed to do anything about it, likely because such is not concerning in the scheme of PacifiCorp Stepping In and taking over the Project. For example, on multiple occasions in 2012, 2013 and 2014, Ms. Corinne Nielson Roring, sent letters to PacifiCorp's collectively stating that wind data results were "being poached" from meteorological wind towers on her Property and that Blue Mountain BMPP was misappropriating that data as its own. PacifiCorp ignored her letters and continued on through the various processes. Other instances of this type of misrepresentation are present with Blue Mountain BMPP.

3. **<u>PacifiCorp Discriminates in the Application of its OATT in Favor of Other PacifiCorp Entities:</u>**

Utah law and Federal law require PacifiCorp and its affiliates, such as PacifiCorp Energy, to act in a nondiscriminatory manner. PacifiCorp has admitted that it deems certain entities, such as PacifiCorp Energy, "credit worthy" and thereby foregoes the initial and subsequent transmission security deposits that it requires other energy producers and developers to pay. For example, PacifiCorp has even refused to tender other Interconnection Customers, such as Ellis-Hall, a credit application to determine its creditworthiness or provide a standardize criteria outlining the factors it deems necessary for determining "credit worthiness".

4. **<u>PacifiCorp's Misrepresentations:</u>** PacifiCorp has also delayed Sage Grouse's project by representing things that are simply not true. For example, on more than one occasion, PacifiCorp's Large Generation Interconnection Agreement Queue Manager Tom Fishback told Ms. Ceruti that if Sage Grouse submitted its project based on its current footprint, Sage Grouse would lose its initial deposit payments OATT(IV)(38)(1) because PacifiCorp viewed the expired Option Properties as contentious and unreliable. Ms. Ceruti relied on this representation and bantered around with PacifiCorp for almost 18 months. This was a bait and switch because PacifiCorp deemed complete Blue Mountain BMPP's Interconnection Request based on these same Properties.

5. **<u>Utah's Public Service Commission</u>**: On July 9, 2013, the State of Utah Public Service Commission ("PSC") opened a Docket No. 13-035-115 for the Matter of Pacificorp seeking the approval of a Power Purchase Agreement between Pacificorp and Blue Mountain BMPP. A matter brought before was the issue of Blue Mountain BMPP's deficient Site Control under Part II. Process For Negotiating Interconnection Agreements ("Part II") of the Rocky Mountain Power Electrical Service Schedule No. 38, P.S.C.U. 49 ("Schedule 38"). The PSC Hearing Officer expressed "...There's a process for that, whether **<u>it's through FERC</u>** on the Open Access Transmission Tariff site or in Schedule 38." and refused to address the matter of Site Control. Sage Grouse had concerns about representations Blue Mountain made regarding the land in their QF Project as well. The Hearing Officer issued this ruling, despite the PSC having exercised jurisdiction over the language of Part IV. Large Generation Interconnection Agreements of the Pacificorp Open Access Transmission Tariff, FERC Electrical Tariff, Volume No. 11 ("Section IV of OATT") and its incorporation into Schedule 38 (the Tariff that governs PPA's) for the purposes of defining the required Interconnection Procedures for the inclusion in Part II of Schedule 38 in PSC Dockets No. 02-035-T11and 05-035-T16. The PSC refused to address the matter of Site Control for Schedule 38 stating that it fell under FERC jurisdiction, and any issues of Site Control under OATT belong to FERC. That would be the case if the issue of Blue Mountain BMPP's Site Control was exclusively for its Interconnection Request, an instrument of the OATT. However, Blue Mountain BMPP used Sage Grouse lands in its Request for Indicative Pricing Proposal an instrument of Schedule 38, and its PPA also an instrument of Schedule 38. Schedule 38 is a Pacificorp

Tariff, whereby the PSC governs its application. Since the Hearing Officer refused to address the Site Control matter, and ruled it was a **FERC matter**, the issue of Blue Mountain BMPP was (and continues) using Sage Grouse's parcels for its Request for Indicative Pricing and for its PPA becomes paramount. Paul Clements, of PacifiCorp testified that PacifiCorp (not a Court of general jurisdiction) determined that the Blue Mountain BMPP Options were valid. That was the basis for the PPA executions and the PPA Applications sailed through the approval process, despite objections on the basis of Site Control. The PSC stated that Site Control is a **FERC matter** and not something for the Public Service Commission to decide.[74] This is problematic, because the application of Section IV of the OATT in terms of its incorporation as the governing authority of Part II of Schedule 38 seems to fall into a loophole of jurisdictional authority, at least in the PSC's view.

6. **Far reaching affects:** Nevertheless, the Complaint before the Commission is regarding Pacificorp's actions regarding the Blue Mountain BMPP Interconnection Request. However, Sage Grouse believes it is important for the Commission to know, this issue of "Site Control" is far reaching. Blue Mountain has put forth both an Interconnection Request and a Request for Indicative Pricing inclusive of Sage Grouse's lands and Pacificorp received both constructive and actual notice of the true ownership of the developmental rights for the land. The collaborative efforts of both Pacificorp and Blue Mountain BMPP in this scheme resulted in the consummation of 1) a QF-LGIA inclusive of Sage Grouse's land 2) a PPA inclusive of Sage Grouse's

[74] Reporter's Transcript, Confidential Proceedings for the Hearing on September 9, 2013, page 235, lines 23-25 and page 236, lines 1-6.

land, both of which Blue Mountain BMPP is actively seeking to "sell", and has in fact partnered with Greenbriar Capital Corporation, an entity traded on the Toronto Venture Stock Exchange, actively seeking investors. The effects of Pacificorp's actions are long reaching.

In the same matter, Pacificorp's Paul Clements, Senior Power Marketer and Originator responsible for negotiating and Qualifying Facility Contracts was questioned by the Intervener's Counsel about the Site Control of Blue Mountain's project and testified the following:

Q. (Counsel): "Yeah. I'll just say it appears you didn't do much due diligence on this, did you?"

A. (Clements): "That is not correct. And it was actually--I made that statement in the previous hearing on this docket, and let me explain why. We [Pacificorp] were approached by your client with concerns about the legitimacy of the lease associated with the Blue Mountain property. We were also aware of the situation that was occurring with the REDCO Bankruptcy and the leases that were purchased by Blue Mountain out of the REDCO Bankruptcy. **We were a parties to the REDCO Bankruptcy because we had an executed PPA with REDCO**. And so we were following that proceeding very closely because, as you know, we cannot terminate a PPA while in bankruptcy. So we were following that very carefully.

Since your client brought to our attention concerns that they owned the Blue Mountain land leases, we felt it was appropriate to do additional due diligence on the issue of the land leases for Blue Mountain. We engaged outside counsel. We used our own in-house counsel. And **we determined that the land leases that**

are included in this power purchase agreement are valid. And that was the extent of our due diligence on that issue."

The lands used in the Blue Mountain PPA include the Sage Grouse parcels of land as evidenced by Mr. Clements testimony and emails. Pacificorp continues to cloak its activities behind "confidentiality provisions" not intended for the purposes of protecting such trickery.

7. **PacifiCorp Abused FERC's Confidentiality Provisions to Hide Blue Mountain's Lack of Site Control.** After Sage Grouse learned that Blue Mountain's Site Control relied on Properties belonging to Sage Grouse, Sage Grouse repeatedly requested PacifiCorp to **confirm in writing** that Blue Mountain's Interconnection Request and Site Control documents do not rely on Sage Grouse's Properties. Such confirmation would not breach any legitimate confidentiality arrangements or provisions. Sage Grouse never asked for access to Blue Mountain's confidential information. PacifiCorp repeatedly refused, stating that it would not confirm, deny, or disclose Blue Mountain BMPP's Site Control, stating its justification was pursuant to some undisclosed FERC confidentiality provision. PacifiCorp's refusal is not proper.

In passing FERC Order 2003, FERC ordered that utilities, such as PacifiCorp, "are not to abuse security requirements in an effort to withhold from public disclosure commercial information that lacks legitimate CEII status." FERC Order 2003 ¶ 84. Blue Mountain's Site Control documents do not have a legitimate CEII status, particularly in light of the fact that Blue Mountain's Site Control and related documents are publicly

available in San Juan County Recorder's Office, the San Juan County Assessor's Office, the San Juan County Building Permit Department, and the Federal Court in Oregon.

Even if PacifiCorp's conduct was proper, and it was not, and continues to not be, the Commission should ensure that the proverbial fox [PacifiCorp] is not guarding the hen house. Indeed, PacifiCorp has every motivation to deem information "confidential" if that information would demonstrate that PacifiCorp is not complying with regulatory authority and breaking its OATT and/or the law.

8. **Needed Changes to FERC Orders:** PacifiCorp seems to be able to circumvent, through various means of trickery, the Commission's Orders. The Orders appear to be in place to prevent PacifiCorp from to constructing an almost insurmountable barrier for QFs to interconnect with PacifiCorp's Transmission System that, like Sage Grouse, are not favored by PacifiCorp. Sage Grouse respectfully requests that the Commission seriously give consideration its Orders regarding Pacificorp's actions, and consider revising its Order to prohibit PacifiCorp's conduct:

    a. **Transparency Regarding PacifiCorp's Interconnection Capacity:** The Commission currently allows PacifiCorp to charge an Interconnection Customer/QF Owner, such as Sage Grouse, for Network Upgrading of Interconnection Capacity. An Interconnection Customer and/or a QF Owner, however, typically does not know whether or not there is sufficient interconnection capacity to make the project viable until after the Interconnection Customer and/or a QF Owner has (or is supposed to have) invested substantial amounts in gaining site control, completing wind studies,

and completing and submitting an Interconnection Request, when FERC LGIP 2003 and the OATT are followed. This introduces potentially prohibitive barriers to many Interconnection Customer and/or a QF Owner projects, not just Sage Grouse, with the manner Pacificorp governs itself in its application of the rules, including that relating to security deposits.

In order to remedy these problems, the Commission may wish to allow PacifiCorp's **current** Interconnection Capacity be made readily available and attainable before an Interconnection Customer and QF Owner is required to submit an Interconnection Request to ascertain this information. This being suggested, it still does not negate PacifiCorp's obligation to comply with the OATT and properly vet Interconnection Requests, including but not limited to the demonstration of Site Control and the entities obligation to comply with the OATT and its fair and equal application.

b. Transparency Regarding Interconnection Requests, LGIAs, Indicative Pricing and PPAs: Currently, there is no way to effectively police Pacificorp's activities regarding Pacificorp's handling and "processing" of Interconnection Requests, Interconnection Agreements, Requests for Indicative Pricing, PPAs, and other important agreements and documents because the "system" involves relying on Pacificorp to "police" itself. PacifiCorp is not required to disclose anything about these agreements and documents to any regulatory body. Without these agreements and documents, it is difficult, if not impossible to ascertain whether or not PacifiCorp is complying with regulatory Orders, FERC's Orders, State Regulatory Agency

Orders, Federal Law, State Law, its own OATT, Schedule 38 and a barrage of other tariffs, statutes, and governing requirements. It is further difficult, if not impossible, for an Interconnection Customer to determine whether or not another Interconnection Customer is violating the property rights of an entity, individual, Interconnection Customer, or the like—as Blue Mountain BMPP has done and continues to do with Sage Grouse. This entire process is based upon regulatory agencies and such relying on PacifiCorp to police itself, follow the rules, and comply with regulatory orders. This just isn't possible. Indeed, the fox (PacifiCorp) is guarding the henhouse.

Here is yet another example of PacifiCorp's engaging in trickery in order to cloak its activities and facility an outcome favorable to its objectives:

In a Complaint brought before the State of Utah Public Service Commission Docket No. 13-035-22, In the Matter of the Formal Complaint of Ros Vrba for Energy of Utah against Rocky Mountain Power, the Complainant first filed an Informal Complaint with the State of Utah Division of Public Utilities ("Division"). In the February 14, 2013 Response Letter[75] from Bruce Griswold, Director of PacifiCorp Energy, and superior to Paul Clements, **clearly and unequivocally** stated to the Division the following:

> "**Schedule 38 clearly grants Pacificorp the authority to condition purchases from a QF on the *prior* execution of the necessary interconnection arrangements.**"

In its response to Complainant, based up Pacificorp's representations in its Response Letter, the Division issued an unfavorable recommendation of Denial

[75] Exhibit 48: February 14, 2013 Letter to Artie Powell of the State of Utah Division of Public Utilities from PacifiCorp's Bruce Griswold in Docket No. 13-035-22.

to the PSC whereby the Division[76] acknowledges its reliance on the information provided by Pacificorp when the Division exercised a recommendation to the PSC.

> "In responding to the issues raised in Mr. Vrba's complaints, the Division is relying on the information provided in the complaints, **the Company's** [*Pacificorp's*] **response to the informal complaint**, as well as the Division's understanding of Schedule 38, Commission rules and orders, and the purpose of avoided costs."

PacifiCorp's assertion that "**Schedule 38[77] clearly grants Pacificorp the authority to condition purchases from a QF on the *prior* execution of the necessary interconnection arrangements.**" is simply not true. Schedule 38 does not "clearly grant PacifiCorp the authority to condition purchases from a QF on the ***prior*** execution of the necessary interconnection arrangements". PacifiCorp provides no citation for where Schedule 38 states "...on the ***prior*** execution..." because no such citation exists. As such, this example, alone, serves as a clear example that PacifiCorp is actively engaged in actions of trickery that subject an Interconnection Customer/QF Owner to prejudice or disadvantage and that Pacificorp cannot be left to police itself and its activities. PacifiCorp's subtle trickery to present information to a government agency, the Division, with full knowledge the PSC would be relying on the recommendation of the Division as it typically does should not be allowed. What is absolutely **clear**, is, the lengths and methods PacifiCorp will employ to secure favorable outcome (such as the Denial) for itself and any party(s) it deems

[76] Exhibit 49:March 25, 2013, State of Utah, Division of Public Utilities, Action Request Response, Docket No. 13-035-22

[77] Exhibit 50: P.S.C.U. 50, The Rocky Mountain Power Electrical Service Tariff No. 38 (appears to have no change from P.S.C.U. 49)

favorable, to the disadvantage of another party, including a QF owner such as Sage Grouse.

There is no question, when an entity relies upon PacifiCorp to police itself, the integrity (and motives) of PacifiCorp and the entire process/system becomes tainted and unreliable. Such is the case now.[78] extremely important

[78]Exhibit 51: In this Docket No.13-035-22, Energy of Utah filed a Complaint, because PacifiCorp refused to execute two (2) PPA's with Energy of Utah for two (2) QF projects. The correspondence is very clear, regarding the reasoning and why it makes Good Utility Sense to require an executed Interconnection Agreement before PacifiCorp executes a PPA. This matter was to come before the Utah Public Service Commission on April 22, 2013. One can reasonable conclude from the documentation that the likelihood that the PSC was *probably* going to agree with the comments of the Utah Division of Public Utilities appeared to be quite strong. It is very clear that PacifiCorp's position was absolute: QF's MUST HAVE A FULLY EXECUTED INTERCONNECTION AGREEMENT **PRIOR** TO execution of a PPA. The hearing was scheduled for April 22, 2013. On April 15, 2013, PacifiCorp received a hand delivered request for Indicative Pricing from Ellis-Hall Consultants. Ellis-Hall Consultants was merely a few weeks away from securing its Interconnection Agreement. Somehow the "invisible firewall" between PacifiCorp Transmission Services and PacifiCorp Merchant Function "burned down" because all of a sudden at the last minute, after fighting so hard to ensure that this interpretation of Schedule 38 becomes the new "policy" PacifiCorp contacted Energy of Utah, and allowed him, along with Favored Interconnection Customer/QF Owners Blue Mountain BMPP and Latigo to ALL execute their PPA's (without an Interconnection Agreement) and PacifiCorp submitted for approval, all of the PPA's (while still requiring Ellis-Hall to secure a fully executed PPA). So PacifiCorp brought four (4) applications to the PSC for approval, on July 9, 2013 that were all wind PPA's executed without LGIA's. A review of the material submitted in Docket No. 13-035-22 is very clear what the Division of Public Utilities Position is, what PacifiCorp's position was (prior to the Ellis-Hall Indicative Pricing request) and the reasons PacifiCorp settled and allowed Energy of Utah to execute two (2) QF PPA's it had fought to keep them from having. Simple. PacifiCorp wanted Energy of Utah to drop the Complaint (which it did) so that the Utah PSC would not issue a ruling requiring an LGIA before the execution of a PPA. That cleared the way for PacifiCorp to leapfrog both Blue Mountain BMPP and Latigo ahead of Ellis-Hall by PacifiCorp securing their PPA's and then blocking out Ellis-Hall on the Transmission Queue because although PacifiCorp had ALREADY reserved the Transmission Capacity well before they are allowed to as a Transmission Customer under FERC LGIP and OATT rules, now they had the PPA's to facilitate moving to the next step of PacifiCorp's "planned defaults" and buyout schemes to secure these two (2) projects, thereby owning the renewable energy generation facility in the only area suitable in Utah, San Juan County, at Pinto Substation, where PacifiCorp can continue with its vertical integration expansion model and block out the only real competitor has Ellis-Hall. PacifiCorp was moving forward with that scheme, and delaying Ellis-Hall's approval of its LGIA and yet and still refusing to execute the PPA with Ellis-Hall. Then the Commission issued the December 16, 2013 ruling in Docket No. EL 14-1-000. That spoiled PacifiCorp's leapfrog Transmission Scheme to displace Ellis-Hall, so then PacifiCorp immediately re-issued the Ellis-Hall Indicative Pricing Proposal, by reducing it to cover the Transmission costs PacifiCorp will now have to bear resulting from the Commission Order. That is what PacifiCorp has done, with Indicative Pricing Proposals. It is reducing them so significantly that it basically nullifies the effects of the Commission's Order. As well, the pricings are so low, the projects are no longer viable, unless a project works a deal out to be a shill for PacifiCorp and agrees to allow it to take over its project by various methods. In addition, to date, PacifiCorp still hasn't executed a PPA with Ellis-Hall. And that is how PacifiCorp is embarking in yet more schemes to kill the Ellis-Hall project, thereby killing the Sage Grouse project. Sage Grouse seeks to request the Commission review this circumstance and make a determination regarding

c. PacifiCorp is afforded deference in all these circumstances, and it is an almost impossible for a Participant being damaged by Pacificorp to secure the proof sufficient to support its claims for relief timely, or without incurring expensive resource allocation. That is the strategy PacifiCorp implores, successfully. Sage Grouse was forced to go through extra-ordinary efforts and expense to obtain documents relevant to this Complaint. Because they were made publicly available by third parties some were attainable, many were not. The Commission may wish to consider requiring PacifiCorp to publicly disclose these documents with redaction of truly confidential information when these documents relate to disputes, or when PacifiCorp receives Notice of a Dispute.

In Sage Grouse's case, there were prior instances where Blue Mountain made identical representations to other governmental agencies. An Interconnection Request /QFs should not be forced to expend extra-ordinary resources and incur the costs of litigating against a giant monopoly, such as PacifiCorp, in order to acquire bits of the information necessary to uncover a pattern of trickery and unlawful behavior by PacifiCorp. This is of particular importance, where in the energy industry, timing is everything and time is always of the essence.

PacifiCorp's conduct in this case, for if PacifiCorp is successful in quashing Ellis-Hall's project, the PacifiCorp has effectively quashed Sage Grouses project. Sage Grouse asks that the Commission review the documentation that identifies PacifiCorp's desire to secure the Blue Mountain Wind 1, Project, because that is the foot print of the Option Agreements Ellis-Hall has purchased and PacifiCorp did everything to fast track the requirements of the Project when Pacificorp believed that it was going own the project until it because clear that Ellis-Hall was not going to sell the Roring Leases back to Pacificorp, nor allow PacifiCorp to Step-In and purchase the project and in fact that Ellis-Hall had negotiate and allowed Sage Grouse to come through its substation. It is not known which entity is PacifiCorp's primary target, yet it is clear at some point PacifiCorp views both Projects as a threat to its vertical integration expansion monopoly model. As well since the July 9,2013 requests for PPA approval, PacifiCorp has executed and request approval of at least 4 other projects, without Interconnection Agreements.

d. PacifiCorp's "Maintenance Fees Pricing" Skirts the Commission's Order Granting Petition for Declaratory Relief in Part, Docket 14-1-000: The Commission's December 16, 2013 Order in Docket No. EL-14-1-000[79] prevents Pacificorp from treating QF Interconnection Customers as non-firm transmission customers in that Pacificorp can pass along to the *alleged* "costs" associated with the necessary network system upgrade costs for transmission capacity from the Point of Interconnection, once the QF's generation interconnects (reaches) of the Point of Interconnection.

In Sage Grouse's case, PacifiCorp is seeking to either 1) control a generation facility in the immediate area by implementing "Step-In Rights" included in the PPA's of favorable QF Interconnection Customers, such as Blue Mountain or 2) construct a generation facility in the area on prime wind resource parcels (some of which parcels are now controlled by Sage Grouse). Of the two (2) scenarios, the first is the most favorable to Pacificorp due to ease regulatory oversight can be circumvented and Sage Grouse's reluctance to release its lands).

In an attempt to "kill" both a higher QF Interconnection Customer favorable to Sage Grouse and Sage Grouse's project itself, both projects PacifiCorp views to be unfavorable to its generation expansion model in the area, PacifiCorp's Merchant Services (PacifiCorp Energy) was allowed by PacifiCorp Transmission Services to prematurely reserved and "lock up" all of the available transmission capacity out of Pinto Substation, the Point of Interconnection for several Interconnection Customer's Projects in the area,

[79] See Exhibit 43: Commission Order, December 16, 2013, Docket No. EL 14-1-000

including Blue Mountain BMPP. Of course, PacifiCorp Energy was not required to submit any type of security and was deemed "credit worthy" by PacifiCorp. The net effect of this trickery was two-fold:

1) PacifiCorp would be able to circumvent the Interconnection Queue by keeping a higher queued project, determined to be an unfavorable project to PacifiCorp's generation expansion opportunities, from being able to access the available transmission capacity out of Pinto Substation without being forced to bear the cost of significant network system upgrades for the "additional" transmission capacity needed to get the project generation to the Transmission Customer (Pacificorp).

   The mechanism by which PacifiCorp is able to do this is their favored Interconnection Customer, Blue Mountain BMPP. Despite having a an invalid Interconnection Request, and a lower queue position and in the same process of PPA negotiations as the other Interconnection Customer unfavorable to PacifiCorp yet favorable to Sage Grouse, Blue Mountain BMPP was spring boarded ahead of the higher queued Interconnection Customer by virtue of some imaginary, unregulated "PacifiCorp Indicative Pricing PPA Queue".

   The net effect would be PacifiCorp would be able to successfully quash the higher Interconnection Customer/QF's ability to get it's generation "out", effectively killing their project for the benefit of PacifiCorp's favored client Blue Mountain.

However, the December 16, 2013 Commission Order quashed PacifiCorp's ability to pass on to a QF, once it interconnected, the "transmission costs" post generation interconnection.

This now posed a significant problem to PacifiCorp, still seeking to gain control of the generation potential in the area. So immediately, PacifiCorp began "re-assessing" the costs of Interconnection. In a nutshell, the Commission Order provides for legitimate interconnection upgrades, and as a result, new Interconnection Customers that did not already have their Interconnection Costs memorialized, such as Sage Grouse, were advised that the "capacity in the area" was ALL gone. Therefore, Sage Grouse, [you] should expect to incur increased "maintenance pricing" or "maintenance fees" "strictly related to interconnection activities". Clearly, Pacificorp is merely passing on the costs associated with what it determines are the "transmission costs" the Commission Ordered that Pacificorp could not pass on to a QF This action of the Commission in effect, made the transmission capacity reservations useless at that time for Blue Mountain BMPP and Pacificorp.

Pacificorp's trickery requires it to have a shill, and that would be its favorable Blue Mountain BMPP (and its lack of Site Control). PacifiCorp would be unable to pass these "maintenance fees", "interconnection charges" or "maintenance pricing" on to Interconnection Customers whereby they have completed the

Interconnection Process and thereby have their interconnection fees and costs memorialize in the results of the "study process",

b. **PacifiCorp's Charge for Upgrades Is Arbitrary and Capricious:** An Interconnection Customer is required to pay for Interconnection Upgrades in most circumstances. PacifiCorp is assessing "rates" and "upgrades" designed to kill projects, which do not reflect PacifiCorp's actual upgrade costs. For example, PacifiCorp has indicated to Sage Grouse that an interconnection upgrade would cost $18 million and therefore it would be a waste of time and resources of Sage Grouse to pursue an Interconnection Request for an Interconnection Agreement since three (3) projects are ahead of it, No. 384, Latigo Wind Park, LLC, No. 420 Ellis-Hall Consultants, LLC and No. 426, Blue Mountain Power Partners, LLC. Sage Grouse asked Pacificorp to explain the basis for this cost. Pacificorp refused to provide reasonable evidence to justify this cost. Sage Grouse asked Pacificorp it failed to cluster the projects when able to do so for the Interconnection Process. PacifiCorp stated clustering results in lower revenues it can charge for the Study Process. Clustering is a component of the OATT that yet again, is left up to the discretion of Pacificorp. In Sage Grouse's circumstance, PacifiCorp has already studied the land, albeit for another Interconnection Customer, Blue Mountain BMPP, yet is still charging and assessing costs for Sage Grouse to access its own land. Despite Sage Grouse filing a Notice of Dispute regarding the study based on PacifiCorp not resolving the 1st Notice of Dispute Site

Control, PacifiCorp continues to restudy land it has studied for three (3) owners, and charge for it. And assess Network Upgrades to access it.

c. **PacifiCorp's Step-In Provisions:** PacifiCorp is placing as a provision in its PPA's for an Interconnection Customer/QF Owner that it deems favorable to its vertical integration expansion opportunities, generously favorable Step In Provisions and predictable default clauses for the projects designed to enable PacifiCorp to easily and readily "Step In" and take over the project. Pacificorp is allowed to Step-in and take over the project if the Interconnection Customer/QF Owner "fails" to be able to perform and "defaults" under the planned default terms of the contract. It is commonly known, however, that these are planned takeovers and not due to any legitimate failure of the Interconnection Customer/QF Owner. This is in direct conflict with FERC's policy to break up and regulate the natural monopoly model of the energy production and transmission monopolies.

(3) SET FORTH THE BUSINESS, COMMERCIAL, ECONOMIC OR OTHER ISSUES PRESENTED BY THE ACTION OR INACTION AS SUCH RELATE TO OR AFFECT THE COMPLAINANT.

PacifiCorp has knowingly rewarded Blue Mountain BMPP for using speculative developmental rights in its Interconnection Request, in violation of its OATT, FERC Order 2003, and the public policy set forth by PURPA. Aware of Blue Mountain BMPP's lack of Site Control, PacifiCorp has further refused to withdraw Blue Mountain BMPP from the Interconnection Queue. This has caused Sage Grouse to be subjected to bear the enormous costs

of Network Upgrade Charges necessary to access Interconnection Capacity. But Sage Grouse's studies cannot be completed with reliability or accuracy. In addition, as it currently stands, PacifiCorp will lock Sage Grouse out of open access to its Transmission System Interconnection Access because PacifiCorp has reserved for Blue Mountain BMPP the remaining Interconnection Capacity available without substantial network system upgrades. PacifiCorp conveniently maintains there is no more Interconnection Capacity after Blue Mountain BMPP, which very well may be true. However, Sage Grouse followed the rules, and complied with all the extra hurdles placed in front of it. PacifiCorp is also refusing to acknowledge Sage Grouse's project as a QF because "it is within one mile of a higher queued positioned QF", of course, Blue Mountain BMPP has included Sage Grouse's land in its Interconnection Request, and now PacifiCorp is using that invalid inclusion as determinative means to force not only Interconnection Capacity System Network Upgrades on Sage Grouse, but also force Sage Grouse to bear the Transmission Capacity System Network Upgrades PacifiCorp would be required to bear as the Transmission Customer, pursuant to the Commission's December 16, 2013 Order in Docket No. EL-14-1-000. PacifiCorp is then able to "kill two (2) birds with one stone" regarding the Commission's Order. PacifiCorp is able to circumvent the true intention and spirit of the Commission's Order. PacifiCorp uses the Commission's Order as a sword to yet again, deny open access to its Transmission System, while maintaining the appearance of regulatory compliance. In the end, PacifiCorp's conduct has risked the viability of Sage Grouse's Project.

(4) MAKE A GOOD FAITH EFFORT TO QUANTIFY THE FINANCIAL IMPACT OR BURDEN (IF ANY) CREATED FOR THE COMPLAINANT AS A RESULT OF THE ACTION OR INACTION.

1) A Developer's Fee of $1,000,000.00 per every 10 MW of nameplate capacity prior to the commencement of operations.
2) The loss due to Pacificorp's Representations that Sage Grouse's Project would not be accepted due to the questions surrounding those Properties.
3) The $18 million of Network Upgrades for Interconnection Costs
4) The $17 million of Transmission Costs because PacifiCorp has determined that Sage Grouse does not meet the standards to be a QF as Pacificorp has deemed Sage Grouse's project too close to another project, whereby the other project is on Sage Grouse's Land

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(5) INDICATE THE PRACTICAL, OPERATIONAL OR OTHER NON-FINANCIAL IMPACTS IMPOSED AS A RESULT OF THE ACTION OR INACTION, INCLUDING WHERE APPLICABLE, THE ENVIRONMENTAL, SAFETY OR RELIABILITY IMPACTS OF THE ACTION OR INACTION.

PacifiCorp's failure to comply with FERC ORDER 2003 and enforce its OATT significantly impacts Sage Grouse's project, all other valid Interconnection Customers and the end user consumer who pay higher prices as a result of all of PacifiCorp's trickery. PacifiCorp's conduct does not only harms Sage Grouse, however, but also undermines the policies underlying the Energy Power Act and FERC Order 2003 and public policy in general.

As explained above, PacifiCorp failed to require Blue Mountain BMPP to reasonably demonstrate Site Control for its Generating Facility in its Interconnection Request. PacifiCorp has always known that Blue Mountain BMPP could not demonstrate Site Control. PacifiCorp's failure to enforce its OATT has thereby reserved and allocated Interconnection Capacity based on a speculative Interconnection Request. In fact, Blue Mountain BMPP's project is not even speculative. It is impossible. Blue Mountain BMPP cannot and will not build its project as set forth in its Interconnection Request for #0426 because Sage Grouse owns the developmental rights to the land and therefore has the Site Control necessary to construct the Generating Facility and is not authorizing Blue Mountain to use the land.

The practical and operational impacts on Sage Grouse are significant. For example, PacifiCorp is aiding and abetting Blue Mountain BMPP's interference with Sage Grouse's developmental rights and those landowners' concurrent property rights. Most importantly, however, is that PacifiCorp, based on Blue Mountain BMPP's impossible Interconnection Request, is allocating its remaining Interconnection Capacity to Blue Mountain BMPP. Thus, as things currently stand, PacifiCorp will require Sage Grouse to bare the network upgrade costs to

interconnection to PacifiCorp's Transmission System. This will effectively kill Sage Grouse's project, Pacificorp's objective.

The impact of PacifiCorp's conduct, however, extends far beyond Sage Grouse. In fact, PacifiCorp also is undermining the policy against monopoly (rate payer rates) and reliability.

Pursuant to its OATT, Pacificorp is required to reliably approximate and assign the cost responsibility for the Interconnection Costs Sage Grouse will be required to bear with the commencement of the LGIP Study Process in October 2014. Section 41.2 of OATT also requires that the Scope of Interconnection Feasibility Study "consider… all generating facilities…that have a pending higher queued Interconnection Request to interconnect to the Transmission System…on the date the Interconnection Feasibility Study is commenced…". Pacificorp has allowed Blue Mountain BMPP and its invalid Interconnection Request to remain on the LGIA Queue and maintain its higher Queued Position. Pacificorp has already studied Blue Mountain BMPP's invalid Interconnection Request, using land that is the subject of not only the lack of Site Control for Blue Mountain BMPP's invalid Interconnection Request, but is also the land that unmistakably belongs to Sage Grouse and submitted in its Interconnection Request. Sage Grouse remains on the Queue in a lower position, subordinate to a project that is unlawfully using its land and being forced to "pay for again" studies Pacificorp has already performed on the impact of a Generating Facility (on the land). Pacificorp has insured that any studies on the Sage Grouse Project indicating needed upgrades are required will be inaccurate since Sage Grouse's land cannot be used by Blue Mountain BMPP, yet Pacificorp has reserved and allocated 80 MW of valuable Interconnection Capacity to Blue Mountain BMPP, based on the Generating Facility, inclusive of Sage Grouse's land, Blue Mountain BMPP originally submitted. Any change to Blue Mountain BMPP's land footprint would be material and render

those studies inaccurate in any case and require a restudy to correct. No such restudy has been done. This will render any studies done on the Sage Grouse project to contain unnecessary upgrades that affect the financial viability of Sage Grouse project as well as any other considerations allocated to Blue Mountain BMPP as Sage Grouse has not and does not intend to allow Blue Mountain BMPP to construct a Generating Facility on its land, as Blue Mountain BMPP has represented it has the right to do. Pacificorp is therefore unable to comply with its OATT, inclusive but not limited to Section 41.2.

1. PacifiCorp circumvents the Commission's regulatory authority by continuing to improperly reserve and allocate valuable Interconnection Capacity to Speculative Projects that are favorable to PacifiCorp's vertical integration business model and generation expansion opportunities. These Speculative Projects do not meet the Commission's FERC Order 2003 & Pacificorp's OATT interconnection request standards of a valid Interconnection Request. Therefore, such allocation of Interconnection Capacity, particularly in areas (such as the location of the Sage Grouse project) where the Interconnection Capacity on Pacificorp's System is extremely limited but the energy generation potential is extremely high, preserves, in favor of Pacificorp, the regulated monopoly model[80], the Commission seeks to change whereby "utilities owning and operating transmission lines have no obligation to allow others [*such as non-speculative small generators not affiliated with Pacificorp, like Sage Grouse*] to use them [*PacifiCorp's Transmission Lines*]…[81]and ensure that "…qualifying facilities (QFs) met statutory requirements…"[82] This poses a significant barrier to the development of an independent power industry.[83]

[80] FERC Energy Primer, Chapter 3 Wholesale Electricity Markets, pages 37 - 108
[81] FERC Energy Primer, Chapter 3 Wholesale Electricity Markets, pages 37 - 108
[82] FERC Energy Primer, Chapter 3 Wholesale Electricity Markets, pages 37 - 108
[83] FERC Energy Primer, Chapter 3 Wholesale Electricity Markets, pages 37 - 108

Such Speculative Projects (such as Blue Mountain BMPP) cloak themselves under the guise of being Qualified Facility Projects, in order to further facilitate the collaboration that PacifiCorp will eventually end up owning or at a minimum controlling the Project(s) and/or their Generating Facilities and thus the energy generation potential of these Projects. This is of potential importance with the Sage Grouse Project because it's parcels of lands surround a set of parcels of land, once owned by Pacific Wind Development, LLC, a company once owned and/or controlled by Pacificorp.

2. Pacificorp's non-policed, complete control of the processing of Interconnection Requests (and Requests for Indicative Pricing for that matter), enable it to bring forth and implore trickery when it necessitates to reserve and allocate the Interconnection Capacity as it sees fit to Interconnection Customers/QF Owners it determines to be favorable, where these Interconnection Customers/QF Owners do not, have not, or cannot comply with the requirements of the OATT, like Site Control. As such, without Pacificorp's trickery, this Interconnection Capacity would otherwise be available to Non-Speculative Independent Small Generators, able to meet OATT requirements, like Site Control requirements. These Non-speculative Generators, are directly competing with Pacificorp's non-regulated generation affiliates, including Pacific Energy. Non-Speculative Independent QF Small Generators that are and continue to be outside of the control of PacifiCorp, its generation affiliates and regulated operating divisions should be able to enter into pricing contracts, that is receive reliable Indicative Pricing Proposals, the effect of which is favorable to rate payers and regulated by the Federal Government to ensure Pacificorp is **not** engaging in trickery. Speculative projects that are favorable to PacifiCorp's vertical integration business model are not likely be constructed, controlled and/or exist on Pacificorp's Transmission System, as **independent** small power generators non-affiliated with

PacifiCorp. This is evidenced by the existence of extensive Ownership Take-Over Provisions, and Step-In Rights, in the Qualified Facility Power Purchase Agreements, such as the Blue Mountain BMPP PPA of May 2013, executed between these Speculative Projects and Pacific Energy, Pacificorp's non-regulated generation affiliate.

3. Rate Payers are subject to higher prices due to Speculative Projects that end up not being built for reasons inclusive of failure to demonstrate Site Control for their Generating Facilities. The generation of these projects is typical included in Pacificorp Integrated Resource Programs ("IRP")s. When these Speculative Projects are *surprisingly* unable to be constructed or unable to deliver their allocated generation, the utility is then therefore forced to either 1) enter into the wholesale power market in order to purchase renewable energy power at higher rates to service the end-user rate payer customer's energy needs 2) continue to use carbon emitting fossil fuels from generation facilities likely owned or affiliated with the utility, that would ordinarily be displaced by the renewable generation product of a Non-Speculative Project's energy generation or 3) "Step-In" and cure whatever problems or deficiencies exist to enable the delivery of the generation to the end-user customer. The net effect is Rate Payers either pay higher rates or receive energy from carbon emitting fossil fuels.

4. Pacificorp's refusal to comply with its OATT regarding Blue Mountain BMPP, yet conduct a rigorous, full LGIP Study Process compliance for Sage Grouse, while Blue Mountain BMPP remains on the Queue with a non-existent (by PacifiCorp's own OATT Standards), or at the least, invalid, Interconnection Request means PacifiCorp is unable to ensure the reliability of the entire results of the LGIP Study Process, the Feasibility Study, the System Impact Study and the Facility Study for Sage Grouse. Sage Grouse is unable to properly evaluate the viability and potential of its project. As well, the information submitted by Blue Mountain to "get through"

the LGIP Study Process in order to get to the execution of an LGIA seems to be riddled with inconsistencies and inaccuracies further adding to the likelihood of a PacifiCorp required "Step In" take over.

5. PacifiCorp is able to circumvent regulatory authority and effectively control the Open Access to its entire Transmission System, and therefore access to neighboring systems by selectively providing and denying access to Small Generators at the initial stages of the Interconnection Process. Pacificorp has found a "loophole" gem, that allows it almost complete control of its transmission system, and that is.....Interconnection! Regardless whether a PPA is executed, with or without an executed LGIA, if the Interconnection Customer is unable, for any reason, (interconnection capacity limitations, costs, tariff non-compliance) to **actually** secure the ability to interconnect, then it is dead, and the project killed. It is PacifiCorp that is the unpoliced gatekeeper for Interconnection to its Transmission System. Once again, the fox watches the hen house.

6. PacifiCorp fails to treat all customers equally and in a non-discriminatory manner as mandated by Congress and required by both State and Federal laws. This is facilitated through PacifiCorp's rigid and loose application of the tariff, OATT, based upon the Interconnection Customer.

7. PacifiCorp fails to manage Interconnection Requests in the order they are received as required by the Commission and regulatory requirements. By loosely or rigidly applying the tariff rules PacifiCorp is able to almost determine Queue Position.

8. Pacificorp fails to adhere to the unified application of Common Interconnection Requirements required for all projects and Interconnection Customers.

9. Places the Rates Payers at risk to pay higher utility prices due to Speculative Projects being allocated Interconnection Capacity in order to prevent that Capacity from being used by projects PacifiCorp views as competing with its vertical integration business model, its merchant function and/or generation expansion opportunities.

10. PacifiCorp's unilateral control of Interconnection access to its portion of the Transmission System, which connects to other US transmission systems allows for transmission of power could adversely affect the safety and security of the US transmission system due to the singular concentration of one entity, PacifiCorp; such singular concentration could slow the integration of a truly unified National Grid for the US as opposed to the patchwork of various regional grid system. In addition, the ability to maintain reliability of the system fails to insure appropriate cost responsibility for Interconnection Cost.

11. PacifiCorp has circumvented its requirement to comply with State and Federal Regulations and strategically maintained barriers of entry to the open access of the Transmission Systems of Investor Owned Utilities, all the while giving the appearance of compliance.

12. PacifiCorp is able to safeguard its monopolistic policies and procedures by effectively quashing the competitive initiatives and requirements State and/or Federal Regulatory Authorities impose and seek to impose in order to promote and/or maintain a competitive yet independent power industry.

13. PacifiCorp selectively makes a mockery of "voluntary compliance" and "uniform application" by multi-billion dollar utilities, equivalent to "the wolf watching the chicken coup".

14. PacifiCorp thwarts FERC Orders 888 and FERC Order 2003 regarding open access to Transmission Systems by strategic manipulation of the initial entry point to the entire transmission process, the Interconnection Process.

15. PacifiCorp's non-regulated generation division, Pacific Energy is able to effectively expedite execution of Power Purchase Agreements with Interconnection Customers favorable to PacifiCorp for various reasons, including in order to block Transmission opportunities of unfavorable and/or less desirable Interconnection Customers by discriminatory application of the OATT, despite the Interconnection Queue Position Process. PacifiCorp can circumvent the rights of an Interconnection Customer with a higher Queue Position by PacifiCorp's Transmission Services Division delaying the execution of that Interconnection Customer's LGIA and PacifiCorp's Merchant Function, PacifiCorp Energy executing a PPA with a lower queued, more favorable Interconnection Customer and then using that PPA as the means of reserving a position on PacifiCorp's Transmission Queue (and of course being deemed credit worthy by itself) of which the lower queued Interconnection Customer now is able to keep the higher queued Interconnection Customer from "getting their generation out" without significant Transmission Upgrade costs which kill the project. The Commission issued an Order in Docket No. EL14-1-000, December 16, 2013 which address this concern, however, PacifiCorp's response was to start changing all of the pricing methodologies to reflect lower Indicative Pricing, effectively killing the QF Projects that would benefit from this Commission Order. Post the Order, PacifiCorp has embarked on a course to methodically beginning increasing the Interconnection Costs and "necessary" network upgrades in order to interconnect to "make up" for the effects of the Commission's Order.

16. Pacificorp expands its monopolistic power to influence energy prices rate payers/retail customers pay by effectively controlling the supply of available generation, renewable and otherwise, thereby affecting the pattern of demand in areas. This has monstrous social effects and well as direct effects upon the business and private sector economies of areas.

17. Causes wholesale prices (and thereby retail prices) to be higher than they otherwise likely would be with the influence of the effects of competing small generators that are outside Pacificorp's direct control or vertical integration portfolio expansion in the marketplace.

18. Allowing Pacificorp to improperly allocate and reserve limited Interconnection Capacity to speculative projects, that would otherwise be available non-speculative projects that would enter into long-term pricing contracts that are inevitably favorable to rate payers due to their long term commitment. Projects that end up not being built inevitably subject rate payers to higher prices due to the utility being required to enter the wholesale power market, paying higher prices in order to service the energy needs of its customer base, based on the shortfall.

19. Commencement of the LGIP Study Process while Blue Mountain remains on the Queue with a non-existent (by OATT Standards), or at the very least, an invalid, Interconnection Request means Pacificorp is unable to ensure appropriate cost responsibility for interconnection costs the Sage Grouse will be required to bear.

20. Allows Pacificorp to circumvent regulatory authority and effectively control open access to its Transmission System by selectively providing and denying access to Interconnection Customers to the Interconnection Process.

21. Fails to treat all customers equally and in a non-discriminatory manner as mandated by Congress and required by both State and Federal laws.

22. Fails to manage Interconnection Requests in the order they are received as required by FERC and regulatory requirements, due to such trickery as manipulation of the Transmission Queue.

23. Fails to adhere to the unified application of Common Interconnection Requirements required for all projects and Interconnection Customers.

24. Effectively quashes the competitive initiatives state and federal regulatory authorities impose in order to remove significant barriers of entry to the open access of the Transmission Systems of Investor Owned Utilities such as Pacificorp.

25. Makes a mockery of "voluntary compliance" and "uniform application" by multi-billion dollar utilities, equivalent to "the wolf watching the chicken coop".

26. Thwarts FERC Orders 888 and 889 regarding open access to Transmission Systems by strategic manipulation of the initial entry point to the transmission process, Interconnection.

27. Allows the non-regulated generation division of Pacificorp to expedite execution of Power Purchase Agreements with Interconnection Customers favorable to Pacificorp in order to block Transmission opportunities of unfavorable and/or less desirable Interconnection Customers by discriminatory application of the OATT.

28. Allows Pacificorp to expand its monopolistic power to influence energy prices rate payers/retail customers pay by effectively controlling the supply of available generation, thereby affecting the pattern of demand in areas. This has monstrous social effects and well as direct effects upon the business and private sector economies of areas.

29. Causes wholesale prices (and thereby retail prices) to be higher than they otherwise likely would be with the influence of the effects of small generators outside PacifiCorp's direct control or vertical integration portfolio expansion n the marketplace.

(6)STATE WHETHER THE ISSUES PRESENTED ARE PENDING IN AN EXISTING COMMISSION PROCEEDING OR A PROCEEDING IN ANY OTHER FORUM IN WHICH THE COMPLAINANT IS A PARTY, AND IF SO, PROVIDE AN EXPLANATION WHY TIMELY RESOLUTION CANNOT BE ACHIEVED IN THAT FORUM.

On or about October 7, 2014, Sage Grouse submitted an Informal Notice of Dispute with PacifiCorp. On October 14, 2014, Sage Grouse and PacifiCorp held a meeting by teleconference. Sage Grouse explained that Blue Mountain BMPP's Site Control was deficient for the reasons stated above. PacifiCorp rejected and otherwise ignored Sage Grouse's concerns. In fact, the meeting was generally nonresponsive to Sage Grouse's Notice in that it attempted to bring Sage Grouse's dispute under OATT 48.5, which it is not. And, insofar as PacifiCorp's comments were relevant, PacifiCorp was only concerned that it had an executed LGIA with Blue Mountain BMPP based on Properties for Site Control that are owned by Sage Grouse. Sage Grouse, therefore, only brings this Complaint before the Commission after PacifiCorp failed to address the problems as explained herein, PacifiCorp's Director of Transmission Services Mr. Brian Fritz, **waived arbitration** and specifically directed Sage Grouse to "go file a FERC Complaint".

(7) STATE THE SPECIFIC RELIEF OR REMEDY REQUESTED, INCLUDING ANY REQUEST FOR STAY OR EXTENSION OF TIME, AND THE BASIS FOR THAT RELIEF.

Sage Grouse asks the Commission to require PacifiCorp to comply with FERC Order 2003 and enforce its OATT against Blue Mountain BMPP and Latigo (discussed below) and:

1. Deem Blue Mountain BMPP's demonstration of Site Control not reasonable;
2. Withdraw Blue Mountain BMPP's Interconnection Request;
3. Sanction PacifiCorp for its purposeful violation of its OATT and FERC LGIP;
4. Require PacifiCorp to pay any additional Interconnection Costs associated with the Site Control scheme orchestrated to keep Sage Grouse from securing open access to Pacificorp's Transmission System.
5. Require PacifiCorp to pay any additional Transmission Costs associated with the Site Control scheme orchestrated to keep Sage Grouse from securing open access to Pacificorp's Transmission System.
6. Perform due diligence on future Interconnection Request to verify that the claims of Site Control are proper in light of actual and constructive notices;
7. Investigate Sage Grouse's other concerns as explained herein.
8. Require PacifiCorp to put Sage Grouse into the position it would have been if the regulatory requirements had been complied with by all parties and equally administered by PacifiCorp as required by Federal and State law, the Commission Orders, and PacifiCorp's OATT.

The basis for the request is that PacifiCorp had actual and constructive knowledge that Blue Mountain BMPP's Interconnection Request, and Site Control, was based on Properties that it did not and will never own or control, as required by PacifiCorp's OATT. Further, PacifiCorp has inconsistently applied its OATT to favor Blue Mountain BMPP and to discriminate against Sage Grouse.

(8) INCLUDE ALL DOCUMENTS THAT SUPPORT THE FACTS IN THE COMPLAINT IN POSSESSION OF, OR OTHERWISE ATTAINABLE BY THE COMPLAINANT, INCLUDING BUT NOT LIMITED TO, CONTRACTS AND AFFIDAVITS.

See Attached Exhibits

(9)**STATE:**

(i) WHETHER THE ENFORCEMENT HOTLINE, DISPUTE RESOLUTION SERVICE, TARIFF-BASED DISPUTE RESOLUTION MECHANISMS, OR OTHER INFORMAL DISPUTE RESOLUTION PROCEDURES WERE USED, OR WHY THESE PROCEDURES WERE NOT USED.

Sage Grouse contacted FERC and was directed to file a FERC Complaint pursuant to 18 C.F.R §385.206(a) Complaints (Rule 206) (a) *General rule*. "Any person may file a complaint seeking Commission action against any other person alleged to be in contravention or violation of any statute, rule, order, or other law administered by the Commission, or for any other alleged wrong over which the Commission may have jurisdiction" to open a Docket because there were many issues and concerns that need to be addressed and opening a Docket with a Formal Complaint would be the best opportunity for resolution.

(ii)WHETHER THE COMPLAINANT BELIEVES THAT ALTERNATIVE DISPUTE RESOLUTION (ADR) UNDER THE COMMISSION'S SUPERVISION COULD SUCCESSFULLY RESOLVE THE COMPLAINT.

No. Sage Grouse initiated and requested meetings, and communications whereby PacifiCorp did not participate in good faith, refused to acknowledge the issues and waived arbitration. A simple letter memorializing Sage Grouse's parcels of land were not included in either of the Blue Mountain BMPP Interconnection Requests would resolve

the concern. PacifiCorp refused, leading Sage Grouse to believe that in fact, the LGIA and now, PPA are based upon Sage Grouse's land.

(iii)WHAT TYPES OF ADR PROCEDURES COULD BE USED; AND

None.

(iv) ANY PROCESS THAT HAS BEEN AGREED ON FOR RESOLVING THE COMPLAINT.

None.

(10) INCLUDE A FORM OF NOTICE OF THE COMPLAINT SUITABLE FOR PUBLICATION IN THE FEDERAL REGISTER IN ACCORDANCE WITH THE SPECIFICATIONS IN §385.203(d) OF THIS PART. THE FORM OF NOTICE SHALL BE ON ELECTRONIC MEDIA AS SPECIFIED BY THE SECRETARY.

(11) EXPLAIN WITH RESPECT TO REQUESTS FOR FAST TRACK PROCESSING PURSUANT TO SECTION 385.206(h), WHY THE STANDARD PROCESSES WILL NOT BE ADEQUATE FOR EXPEDITIOUSLY RESOLVING THE COMPLAINT.

PacifiCorp continues to do as a part of a conscious and willful business plan to retain absolute and total dominance of the Transmission System under their control to the benefit of PacifiCorp and their Affiliates and to the detriment of Customers of Transmission Services in general and FERC's stated public policy of opening access to Transmission to achieve a competitive system that will benefit ratepayers in general. Matters complained in hereof are such that this Complaint should receive **EXPEDITIOUS FAST TRACK PROCESSING** and be referred to the United States Department of Justice for potential violations of US law not strictly within the jurisdiction of the Commission.

PacifiCorp seeks to rush Sage Grouse through the LGIP Study Process in hopes they can force Sage Grouse to pay hundreds of thousands of dollars for Studies that don't yield correct and necessary information necessary for determinative reasons. And assess Sage Grouse with significant Interconnection and Transmission Costs sufficient to unduly kill Sage Grouse's Project.

(c) *SERVICE*. ANY PERSON FILING A COMPLAINT MUST SERVE A COPY OF THE COMPLAINT ON THE RESPONDENT, AFFECTED REGULATORY AGENCIES, AND OTHERS THE COMPLAINANT REASONABLY KNOWS MAY BE EXPECTED TO BE---------- AFFECTED BY THE COMPLAINT. SERVICE MUST BE SIMULTANEOUS WITH FILING AT THE COMMISSION FOR RESPONDENTS. SIMULTANEOUS OR OVERNIGHT SERVICE IS PERMISSIBLE FOR OTHER AFFECTED ENTITIES. SIMULTANEOUS SERVICE CAN BE ACCOMPLISHED BY ELECTRONIC MAIL IN ACCORDANCE WITH §385.2010(f)(3), FACSIMILE, EXPRESS DELIVERY OR MESSENGER.

Addition Concerns

II. CONSPIRACY "SHAM" PROJECTS

In the last ten (10) years in the State of Utah, PacifiCorp has only executed six (6) wind PPA's, four (4) of which were executed all submitted for PSC approval on July 9, 2013 in an effort to block open access to one truly independent, Interconnection Customer, Ellis-Hall Consultants, LLC that has the means and ability to challenge PacifiCorp's planned strategy to maintain its vertical integration business model in a monopolistic fashion in order to facilitate access to Transmission Services, to inevitably improve the market for the ultimate consumer. Of the six (6) projects, the simultaneous execution of the four (4) of them are shams and potentially reach the level of criminal conspiracy.

A. PLANNED "STEP-IN" TAKE OVERS

PacifiCorp has skillfully and purposefully circumvented the Commission and regulatory authority to push forward small generators that it intends to takeover[84] by collaborating with shills, masking as independent Interconnection Customers and QF Owners, using PURPA, a

[It is important for the Commission to be aware that on February 22, 2013, a Complaint was lodged against PacifiCorp by Ros Vrba for Energy of Utah, Utah PSC Docket No. 13-.035-22 , whereby one of Mr. Vrba's complaints was that PacifiCorp took nine (9) months to fulfill his Request for Indicative Pricing, and refused to execute a PPA with him for his project until he secured an Interconnection Agreement. Mr. Vrba, a former member of REDCO aka REDCO Power (same entity) pointed out to PacifiCorp that Blue Mountain Wind 1, LLC was able to negotiate and fully execute a PPA in fifteen (15) days, without an Interconnection Agreement. Mr. Vrba also complained PacifiCorp used a completely different pricing methodology to compute the pricing for his project's Indicative Pricing whereby the Blue Mountain Wind 1, LLC received favorable PPA pricing based upon the Market Proxy Methodology, a more favorable methodology for pricing. Circumstances of the Vrba Complaint are further discussed in the Complaint regarding PacifiCorp doing an "about face" and allowing Mr. Vrba to execute two (2) PPA's in exchange for dismissing his Complaint so that the Complaint would not heard and a decisive ruling be issued by the PSC. Such a ruling would have made it difficult for PacifiCorp to continue with a collaborative scheme to keep an Interconnection Customer from accessing PacifiCorp's Transmission System. This Complaint is referenced to bring to the Commission's attention the extended time period PacifiCorp took (PacifiCorp is required to provide Indicative Pricing within thirty (30) days of a request) to merely provide the pricing for Mr. Vrba's Indicative Pricing Request, where Blue Mountain Wind 1, LLC executed a PPA in at a minimum, 15 days or a maximum of 64 days.] PacifiCorp is also on the record with the Utah PSC recently complaining of "staffing constraints" despite the company's net worth being more than $35 Billion dollars. The entire Docket for the Vrba Complaint (less the PacifiCorp Draft PPA) is attached as Exhibit 51.].

federal mandate, to aid in advancing schemes designed to put right back into the hands of PacifiCorp, the generation facilities and projects Federal Authorities and Congress seek to diversify.

These "Step-In" Take Over Schemes are characterized correctly as mere planned "Defaults" where by PacifiCorp is able to seize control of the operations ("Step-In") of a project and its generation facility based upon ridiculously generous "Step-In Rights" selectively included in the Terms and Conditions of Power Purchase Agreements ("PPA"). Such "Step-In Rights", or more accurately "Step-In Schemes" allow PacifiCorp to ride in like a knight in shining armor and "save" a project from failing for the benefit of delivering the power to the rate payer, when the intention ALL along, from the projects inception was for PacifiCorp to "ride in and seize" the project.

Such planned Step-In Schemes allow PacifiCorp to effectively control the project until PacifiCorp can:

1) exercise the "Purchase" provisions within the PPA or

2) complete a pre-planned ownership take over or

3) wait until the entity that owns the project files Bankruptcy, thereby allowing PacifiCorp to:

a) secure control of the generating facility due to default or

b) Step In and complete construction etc of the project or

c) seize the project (and its generating facility) as the collateral satisfaction for a debt PacifiCorp is owed as a secured (or unsecured) creditor.

1. STEP-IN SCHEME #1

UTAH PSC DOCKET NO. 11-035-196: BLUE MOUNTAIN WIND 1, LLC[85]

In this Docket, PacifiCorp seeks approval from the State of Utah Public Service Commission ("PSC") for a Power Purchase Agreement ("PPA") between itself and a Delaware entity named Blue Mountain Wind 1, LLC.[86]

The provisions of this PPA between Blue Mountain Wind 1, LLC are favorable to a "default" by Blue Mountain Wind 1, LLC in favor of PacifiCorp "Stepping In" and seizing control of the project in less than 18 months. The terms of the "Step-In Rights" and the default mechanism were made public on November 30, 2011, in an article, "***Pacificorp asks regulators to approve 79.8 –MW wind power agreement north of Monticello***" published by the San Juan Record, a local newspaper. Key information from the article details include:

1) "Under the agreement, PacifiCorp…will have the **option** to purchase the Blue Mountain Wind Farm at the end of the contract."

2) "The November 8 agreement provides for the sale of energy to PacifiCorp…at the proposed wind facility to be constructed so that services can begin by **December 31, 2012**."

3) "The agreement is signed by **Bruce Griswold, PacifiCorp Director of Short-Term Origination**."

[85]Exhibit 52: Utah PSC Docket No. 11-035-196: In the Matter of: the Application of PacifiCorp dba Rocky Mountain Power for the Approval of the Power Purchase Agreement between PacifiCorp and Blue Mountain Wind 1, LLC.

[86]Renewable Energy Development Corporation aka REDCO aka REDCO Power. REDCO is the entity that just filed a Chapter 7 Petition for Bankruptcy in the District of Utah on December 30, 2011. The expired and perfected Option Agreements listed in its Schedules as assets are the subject of all of these happenings, due to the prime location of the land, in one of the only wind regimes in Utah.

4) "REDCO has secured 6,927 acres of private land in the **corridor** of some **of the best wind**…in the State of Utah."

5) "REDCO…has received all permits to construct up to **400 MW** of wind…on the site."

6) "The agreement also **gives PacifiCorp "Step-In Rights" to take over development and operation of the facility** if the deadline isn't met."

Upon information and belief, Bruce Griswold has worked for PacifiCorp, and in the energy industry for over twenty (20) years, and appears to be in charge of negotiating almost ALL of PacifiCorp's PPA's. The mere suggestion that he overlooked such a fundamental critical component of the PPA, the Scheduled Commercial Operation Date, which is the date the wind farm goes in to operations and begins to export is not simply not a reasonable conclusion. PacifiCorp knew exactly what was going on, a planned default take over and Mr. Griswold appears to have facilitated the fast tracking of the PPA. Once the PPA was executed, the only outstanding issue was the retrieval of the core land contracts (the Roring Family land) from the bankruptcy estate.

On June 19, 2003, the Roring Family executed a Wind Energy Lease Agreement[87] ("Wind Agreement") with Pacific Wind Development, a holding company for PacifiCorp. The Wind Agreement had a TERM limitation built into the contract. If within five (5) years, by June 19, 2008, PacifiCorp installed at least one (1) wind generation turbine, the contract **automatically extends** for a term of thirty (30) years, to June 19, 2033. If within five (5) years there are no wind

[87]Exhibit 53: June 19, 2003, Wind Energy Lease Agreement, executed by members of the Roring Family and Peter C. van Alderwerelt, Vice-President of Pacific Wind Development, LLC, an Oregon Limited Liability Company owned by PacifiCorp at the time of execution.

generation turbines installed, the contract term terminates. PacifiCorp did not install any wind generation turbines on the Roring Family land.

The Roring Family had later executed Option Agreements with REDCO in 2010. Their windy, wide open land of almost 4500 acres was the core area, and subject land of the Blue Mountain Wind 1, PPA as identified in Exhibit 3.2.4, REQUIRED FACILITY DOCUMENTS[88] and Exhibit 3.2.7, WIND LEASES[89] of the Blue Mountain Wind 1, PPA. The other lands were not feasible due to their proximate to the City of Monticello Airport.

PacifiCorp had executed the Blue Mountain Wind 1, PPA, in record time, in less than a month, and merely needed to secure control of the Roring Family land. The plan was for the REDCO Estate Trustee, George B. Hofmann, IV, Esq., and his law firm, Parsons Kinghorn Harris ("PKH") (which represented the largest REDCO principal's other company, and the REDCO Estate, simultaneously)[90] to sell the Roring Family Option Agreements[91] **back** to the newly reconstituted entity comprised of the largest REDCO principal and other REDCO insiders, in order to regroup the project back together and move forward under Blue Mountain Wind 1, LLC. (also see Exhibit 42). The sale of the Roring Family Option Agreements by the REDCO Trustee **back** to the REDCO insider's new entity closed on January 30, 2012. Again in record time, thirty (30) days after REDCO filed Chapter 7 bankruptcy.

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[88]Exhibit 54: EXHIBIT 3.2.4, REQUIRED FACILITY DOCUMENTS and EXHIBIT 3.2.7, WIND LEASES, of the Blue Mountain Wind 1, LLC PPA executed by Blue Mountain Wind 1, LLC and Bruce Griswold, of PacifiCorp on November 8, 2011.

[89]Exhibit 55: EXHIBIT 3.2.7, WIND LEASES, of the Blue Mountain Wind 1, LLC, PPA executed by Blue Mountain Wind 1, LLC and Bruce Griswold, of PacifiCorp on November 8, 2011.

[90]No disclosure was filed with the Bankruptcy Court disclosing that PKH represented the largest REDCO principal's other entity. This was not disclosed as part of the Declaration of Proposed Attorney submitted with the law firm's Application to be employed as the Trustee's counsel. Judge William T. Thurman approved the Application filed by PKH allowing for the Trustee's firm (and the largest principal's firm) to represent the Trustee.

[91]And substantially all the REDCO bankruptcy estate assets, for $40,000 cash; $1,058,767.12 in the form of a credit bid of the claim of the largest secured creditor; the assumption of other secured debts totaling $2,153,643.10 respectively therefore shedding close to$1,512,465.80 of unsecured debt by discharge)

It appeared that everything was in place and now PacifiCorp needed the PSC to approve the PPA, and Pacificorp could just wait for the Commercial Operation Dates to pass so PacifiCorp could "Step-In". There was NO POSSIBLE way Blue Mountain Wind 1, could achieve full operations by that date, which was 13 months after the PPA execution. Since Blue Mountain Wind 1, was not the bankruptcy entity, the PPA was safe from being sold. Pacificorp entered the REDCO bankruptcy docket on February 29, 2012[92] just to make sure, and filed a Limited Objection on March 2, 2012[93] ensuring that the Court knew Blue Mountain Wind 1, LLC was **not** the bankrupt entity so the PPA could not be sold, thereby protecting the PPA with the most favorable PPA pricing to date of most PacifiCorp PPA's.[94]

The REDCO planners, had not had the chance to move the Roring Family Option Agreements out of REDCO and to Blue Mountain Wind 1, before REDCO filed bankruptcy, December 30, 2011, seven (7) days after receiving a uni-lateral cancellation notice on December 23, 2011, from SNR Denton[95], a law firm in Chicago representing the Prudential Insurance Company of America, an entity worth over $731 Billon US dollars. Christine B. Fisher, Esq., Partner stated in the letter to REDCO:

> "We have been advised by our client…that certain information furnished by REDCO contained **material misrepresentations** with respect to the financial condition of REDCO…As a result, our client has elected to **terminate** the Option Agreements."

It appears this letter accelerated what in all probability would have been a planned bankruptcy the following year ahead.

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[92]Exhibit 56: Notice of Appearance filed by Robert Prince of Kirkham McConkie on behalf of Pacificorp Energy, the non-regulated generation division of PacifiCorp.

[93]Exhibit 57: Limited Objection filed by Robert Prince of Kirkham McConkie on behalf of Pacificorp Energy, the non-regulated generation division of PacifiCorp.

[94]Exhibit 41: Memorandum from Blue Mountain BMPP Consultant Ben Kerl stating a PacifiCorp employee advised him that PacifiCorp would be able to increase the price of the PPA.

[95]Exhibit 43: Letter executed by Christine B. Fisher, Esq. Partner in SNR Denton, dated December 23, 2011 advising REDCO of uni-lateral termination of Option Agreements based upon material misrepresentations made by REDCO.

Nevertheless, all PacifiCorp had to do to "Step-In" and take over the project was wait for the Operation Dates to pass, and follow Section 11.8 "Step-In Rights"

> **11.8. Step-In Rights, 11.8.1 <u>Failure to Achieve Commercial Operation</u>: "…if Seller fails to achieve Commercial Operation of the Facility by the Guaranteed Commercial Operation Date (on or about March 31, 2013)…PacifiCorp shall have the right to enter the Facility and do all such things as PacifiCorp may consider necessary or desirable,…to complete the Facility and cause Commercial Operation to occur;**

However, things did not progress so smoothly for Pacificorp and the "parties". The problems began, first when the newspaper article was published, including the PPA contract pricing. The article also disclosed detailed terms and so on. Then PacifiCorp was contacted about the PPA. PacifiCorp was forced to scramble and perform damage control before any regulatory agency caught on to its scheme. The "default" provisions of the PPA allowed PacifiCorp to "Step In" within a mere 1 ½ years from the effective date of the PPA, taking control of the project until PacifiCorp could 1) exercise the Purchase Provisions of the PPA or 2) the Interconnection Customer/QF Owner filed Bankruptcy (as is the case with REDCO). The 1st DEFAULT mechanism of this particular Scheme was the Scheduled Commercial Operating Date of December 31, 2012. PacifiCorp, an Investor Owned Utility, fully executed a PPA on November 8, 2011, whereby the Scheduled Commercial Operations Date ("SCOD") was December 31, 2012, a year and 1 month after the execution of the PPA.

PacifiCorp sought to perform damage control, and kindly filed a notice with the PSC requesting that the developer and Pacificorp be allowed some time to further negotiate a new more reliable COD date. PacifiCorp expressed concern for the developer and wanted to "help" them by allowing them time further negotiate.

This Project, the Blue Mountain Wind 1, Project had not even commenced a study on the LGIP Study Process, which by PacifiCorp's own admission take a minimum of eighteen (18) to twenty-four (24) months to complete. Again, the Scheduled Commercial Operations Date was thirteen (13) months from the execution date of the PPA. No wind turbine generators had even been ordered. There is NO WAY Blue Mountain Wind 1, LLC, was EVER going to ever be able to meet the Scheduled Operations Date, so then, pursuant to Section 11.8 (above) followed by **11.8.2 <u>License to Operate Facility</u>: Seller hereby irrevocably grants to PacifiCorp, …the right, license, and authority to enter the Premises, operate and maintain the Facility, and to perform Seller's obligations hereunder for the Term** *[twenty (20) years]* **during the continuance of an Event of Default by the Seller.** So a mere fourteen (14) days after asking the PSC to approve the PPA, Pacificorp requested on December 14, 2011, that the PSC allow for time to re-negotiate the COD date for the PPA. Pacificorp did not withdraw its application and to date has not withdrawn the its application, as if it is successful in killing both the Sage Grouse project and the Ellis-Hall project, it will likely be able to reassemble the land and move forward as if nothing had ever happened.

The second problem was that the core subject Option Agreements for this land, the Roring Family land, that were once under contract to PacifiCorp were sold by the REDCO insiders. The favored Blue Mountain BMPP Interconnection Customer shill was seeking to purchase them. But the Roring Family Option Agreements were sold to a wind farm developer and philanthropist, the principal of Ellis-Hall Consultants, LLC. Ellis-Hall purchased the Roring Option Agreements and immediately converted the Options to Lease Agreements and began developing the project. Mr. Hall was contacted by George B. Hofmann, IV, Esq. and directed to sell the now Lease Agreements back. Mr. Hall declined. Mr. Hall was approached by many

parties, including PacifiCorp and asked if he was interested in selling the Lease Agreements. He declined. And as a result, Pacificorp has mounted a **massive complex network** of schemes to kill Ellis-Hall's project with hopes that the Roring Leases are abandoned. This is of great significance to Sage Grouse because Sage Grouse is slated to interconnect to PacifiCorp's transmission system through Ellis-Hall's collector/connector substation. PacifiCorp has embarked in trickery and worse in order to kill both Ellis-Hall's project and Sage Grouse's project.

PacifiCorp's action have led to this Complaint being filed in hopes that the Commission will require PacifiCorp to apply its OATT and FERC LGIP equally to all Interconnection Customers; require PacifiCorp to cease with its disparaged treatment of Sage Grouse's project; require PacifiCorp to cease the inflammatory blatant discriminatory actions towards both Sage Grouse as a project and its principal, a black woman, that in an effort to bring the Sage Grouse project to fruition has been forced to suffer indignities and injustices that have been long outlawed in the United States of America.

Sage Grouse, an Interconnection Customer, deemed unfavorable by PacifiCorp has been held to more stringent standards and requirements, in excess of those mandated by the FERC LGIP and Pacificorp's OATT, in an attempt to hold it back. Such standards and requirements have not been applied to Interconnection Customers Pacificorp deems favorable in order to push those Interconnection Customers forward ahead of Sage Grouse. Pacificorp's efforts clearly are to push Sage Grouse back and spring board those favored Interconnection Customers forward ahead of it.

Despite this unfair imbalance, Sage Grouse has complied with **ALL** requirements. Pacificorp has elected to continue to ignore regulatory requirements in order to leap frog less prepared Interconnection Customers forward, ahead of Sage Grouse.

I. SITE CONTROL

B. LATIGO WIND PARK, LLC

1. Wasatch Wind Intermountain, LLC's wind project named Latigo Wind Farm, LLC did not have ANY of the requisite Lease Agreements or Option Agreements with the land owners when Pacificorp deemed complete their Interconnection Request.

Blue Mountain BMPP is not the first time PacifiCorp has violated the FERC LGIP and OATT with regard to Site Control for its Large Generation Interconnection Process Queue for the benefit of Interconnection Customers/QF Owners it seeks to either purchase or step-in and control. In fact, PacifiCorp has been successfully doing this for years, evidenced back as far back as 2008 with Latigo. It is through the strategic, deliberate, purposeful manipulation of the Interconnection Process and Queue Positions within this process that PacifiCorp has been able to advance a discriminatory application of the OATT. PacifiCorp's willful non-compliance with the Commission's Orders has allowed PacifiCorp to successfully and effectively circumvent regulatory authority. Pacificorp's actions enable it to control and deny open access to its transmission system by truly independent Interconnection Customers such as Sage Grouse. These actions allow PacifiCorp to not only maintain its natural monopolistic operations, but **further** expand its monopolistic stranglehold on the electrical transmission system in the western and northwestern United States; as well as its continued expansion eastward toward the great

Mississippi River. Such dominance is facilitated through the control and disparaged administration of its OATT, while PacifiCorp purports to be in compliance with all regulatory agencies & policies. This just simply is not true.

Latigo Wind Park, LLC, Queue #384, and at one time Queue #219-A & #219-B is yet another project of a PacifiCorp favored Interconnection Customer, Wasatch Wind Intermountain, LLC ("Wasatch Wind") that has yet again, been allowed to reserve and allocate valuable Interconnection Capacity when in fact it did and cannot comply with the Terms and Conditions of the OATT. Such reservations deter other Interconnection Customers.

On May 5, 2008, PacifiCorp received two (2) 100 MW Interconnection Requests from Wasatch Wind for projects located near the City of Monticello in San Juan County, Utah. Upon information and believe, PacifiCorp deemed complete the Interconnection Requests on or about May 10, 2008. Neither of these Interconnection Requests complied with FERC ORDER 2003 or OATT.

The Interconnection Requests failed to demonstrate the requisite Site Control. In fact, some land owners did not even know their land was being included in an Interconnection Request for the purpose of constructing a Generating Facility and Interconnection Customer's Interconnection Facilities in order to sell power to PacifiCorp. Despite this failure to demonstrate Site Control, PacifiCorp still allowed Wasatch Wind to reserve 200 MW of Interconnection Capacity. PacifiCorp commenced a Feasibility Study which was completed August 15, 2008[96]. The Feasibility Study revealed costs initially assessed to the Interconnection Customer, which if the Interconnection Customer waited, a portion of said costs would be eventually be absorbed by PacifiCorp and PacifiCorp's construction of a new Power Station. As

[96] Exhibit 58: August 15, 2008, PacifiCorp Feasibility Study for Q#0219, Wasatch Wind Project.

such, Wasatch Wind opted to not move forward on the projects at that time. Nevertheless, the Interconnection Requests had been deemed complete by PacifiCorp, despite not having the requisite Site Control as required by the OATT.

On March 25, 2011, Mr. Brent Woodward, CFO of Wasatch Wind ("Mr. Woodward") prepared a cover letter[97] for an Interconnection Request, including area of land previously submitted in the May 5, 2008 Interconnection Request. Three (3) years had since passed since the original Interconnection Requests, and the project appeared to be more economically feasible. The nameplate capacity had been reduced, however also most everything else remained the same, including the footprint and the land area. It was a proposed project near the City of Monticello, in San Juan County, Utah. Mr. Woodward's Cover Letter identified four (4) Attachments as follows:

Attachment A: This attachment include the Project maps.

- Point of Interconnect Map
- Project Location Map

Attachment B: Project Electrical Oneline Diagram, Drawing E1-1

Attachment C: Appendix 1 for the LGIP

Attachment D: Evidence of site control

[97] Exhibit 59: March 25, 2011, Cover letter for Interconnection Request authored by Brent Woodward, CFO for Wasatch Wind Intermountain, LLC dba Latigo Wind Park, LLC to PacifiCorp's Tom Fishback, LGIA Queue Manager.

The proposed project had **NO Site Control**[98] of any kind, nothing. No Leases, no Options, or anything of the like in place and therefore could not comply with the OATT's requirement to demonstrate Site Control at the time of its submission to PacifiCorp. The Project Developer (and owner of Wasatch Wind), Mrs. Christine Watson Mikell ("Ms. Mikell) intercepted or caused to be intercepted, the original cover letter authored by Mr. Woodward and replaced it with a cover letter[99] she authored, or caused to be authored, whereby the reference to **Attachment D: Site Control** was removed because Wasatch Wind in fact had **NO** Site Control documentation to submit. Ms. Mikell then mailed or caused to be mailed, the Interconnection Request, with the new cover letter and no Site Control documentation attached, to PacifiCorp[100].

On March 30, 2011, PacifiCorp received the Latigo Wind Park, LLC, Interconnection Request and assigned a Queue Position of #0384. At this point in the Interconnection Process, PacifiCorp is required to "…acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement." FERC LGIP 3.3.2 and OATT (IV)(38)(2)[101] Five (5) Business Days from PacifiCorp's March 30, 2011 receipt of the Interconnection Request was April 6, 2011. PacifiCorp **failed to comply** with OATT(IV)(38)(2) and acknowledge receipt of the Interconnection Request. PacifiCorp's actions demonstrate the collaborative efforts of

[98]Exhibit 60: March 30, 2011, Specifics for the Latigo Wind Park, LLC Project, Interconnection Overview Map; Chart of Land Owners for the Map identifying the names and parcel numbers of the Generating Facility, Transmission Line, and Collector substation (identifying **NO** Site Control); No Site Control documentation had been secured or recorded; and three (3) land owners granted no easements.

[99]Exhibit 61: March 25, 2011, Cover letter for Interconnection Request authored by Christine Watson Mikell, CFO for Wasatch Wind Intermountain, LLC dba Latigo Wind Park, LLC to PacifiCorp's Tom Fishback, LGIA Queue Manager

[100]Exhibit 62: Interconnection Request for Latigo Wind Park, LLC, Queue #0384 sent to PacifiCorp.

[101]Exhibit 63: FERC LGIP, Page 14, Section 3.3.2 and Page 133 of OATT: **38.3.2 Acknowledgment of Interconnection Request.** Transmission Provider shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement.

PacifiCorp to facilitate a later notification date for Latigo so that they could try to secure the requisite Site Control.

PacifiCorp officially notified Latigo on April 11, 2011 of the Site Control deficiency. Pursuant to the OATT, Latigo would then have ten (10) business days from PacifiCorp's **belated** notification to cure the Site Control deficiency. This provided Latigo with an extra five (5) days to cure the Site Control deficiency atop the ten (10) days it was receiving pursuant to the OATT. At this point in the Interconnection Process, PacifiCorp is also required to secure from Latigo "a posting of an additional deposit of $10,000.[102]" FERC LGIP 3.3.1.iii and OATT (IV)(38)(3)(1)(iii) Again, PacifiCorp failed to require that Latigo post an additional deposit of $10,000.

On April 23, 2011, Latigo secured an agreement with Mr. J. Redd, the Managing Principal of Redd Enterprises. Redd Enterprises owned 1,080 acres of land which comprised the core portion of the Latigo project, and was where the Collector Substation would be located. Mr. Redd, agreed to grant Latigo permission to **ONLY erect a meteorological wind data measurement tower**[103] on the land, nothing else. No turbines, no substation, no transmission cable, no buildings, nothing except a meteorological wind data measurement tower. Neither Mr. Redd, nor Redd Enterprises gave Latigo permission to erect wind generation turbines on the property. This agreement to erect a meteorological tower is not sufficient to satisfy the "demonstration of Site Control" as required by the OATT. It certainly isn't sufficient to allow Latigo to construct a Generating Facility[104], an Interconnection Customer's device for the

[102]Exhibit 64: FERC LGIP, Page 14, Section 3.3.1(iii) and Page 132 OATT, **38.3.1 Initiating an Interconnection Request. "** To initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) a $10,000 deposit, (ii) a completed application in the form of Appendix 1, and (iii) demonstration of Site Control or **a posting of an additional deposit of $10,000."**

[103] Exhibit 65: CERTIFIED DOCUMENT: April 23, 2011, Wind Energy Evaluation Agreement, Entry No. 113060 Book 928 , pg 360-366.

[104]Exhibit 13: FERC LGIP, Page 4, Section 1 and Page 119 of OATT (IV)(36) Definitions: **Generating Facility** shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

production of electricity identified in the Interconnection Request, not inclusive of the Interconnection Customer's Interconnection Facilities. By definition, **Site Control**[105] shall mean documentation reasonably demonstrating:

> (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility;
>
> (2) an option to purchase or acquire a leasehold site for such purpose; or
>
> (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.

Latigo's agreement to erect a **meteorological wind data measurement tower only**, does not satisfy the OATT requirements for Site Control. Both Latigo and PacifiCorp knew that an agreement to erect a meteorological wind data measurement tower only was not a sufficient demonstration of Site Control. However, on April 25, 2011, when Latigo failed to demonstrate the requisite Site Control for the entire project, PacifiCorp deemed complete the Interconnection Request, despite the glaring lack of Site Control[106] as evidenced by Latigo's public acknowledgement of the same:

> June 29, 2011, Conditional Use Permit Application for Latigo Wind Park
>
> Page 3 of 16
>
> ***"Note: At the time of submittal of the CUP application, Redd Enterprises representing 1,080 acres, has not signed the lease agreement to allow turbines to be placed on its land. However, WWI expects that this lease agreement will be signed prior to the CUP hearing on July 5."***[107]

[105]Exhibit 4: FERC LGIP, Page 9, Section 1 and Page 125, OATT (IV)(3) **Site Control** shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.

[106]Exhibit 66: April 25, 2011 Letter from Tom Fishback of PacifiCorp deeming complete Latigo Wind Park, LLC's deficient of Site Control, invalid Interconnection Request.

[107] Exhibit 67: Page 3 of 16, Latigo Wind Park June 29, 2012, Conditional Use Permit Application submitted to San Juan County Planning Commission.

PacifiCorp was required, under a proper application of OATT, to deem withdrawn the Latigo Interconnection Request. FERC LGIP 3.6 and OATT (IV)(38)(6). PacifiCorp **failed** to properly apply the provisions of OATT, by not securing the posting of the additional $10,000.00 deposit; not deeming withdrawn the Interconnection Request, resulting in a loss of queue position due to the failure to demonstrate site control; and not retaining both the initial and additional deposits; PacifiCorp ignored all of these requirements of the OATT and deemed complete the Latigo Interconnection Request. At this point, Latigo still had no Site Control at all for **ANY** of the parcels of land comprising its proposed project[108]. Despite this, PacifiCorp allowed Latigo to remain on the LGIA Queue retaining its Queue Position of #0384 thereby reserving 59.2 MW of valuable Interconnection Capacity, where the generation opportunities far outweigh the Interconnection and Transmission capacities.

There is absolutely no question that both PacifiCorp and Latigo absolutely knew Latigo could not demonstrate the requisite Site Control. This is further evidenced by Latigo's **public admission** that **the project did not have the requisite Site Control as late as Jun 29, 2012**

June 29, 2011, Conditional Use Permit Application for Latigo Wind Park

Page 3 of 16

"Note: At the time of submittal of the CUP application, Redd Enterprises representing 1,080 acres, has not signed the lease agreement to allow turbines to be placed on its land. However, WWI expects that this lease agreement will be signed prior to the CUP hearing on July 5."

(well over a year **after** they submitted their Interconnection Request, and over a month after the completed the LGIP Study Process.). To assist Latigo, PacifiCorp and save them $10,000.00 as

[108] Exhibit 68: Chart of the parcel numbers and land owners for the Interconnection Request Map for the Latigo Wind Park, project, reflecting the status of the Site Control on April 25, 2011.

a study fee, PacifiCorp used the Feasibility Study results from the May 5, 2008 Queue #219 project (the same project with no Site Control back in 2008), and incorporated them into the System Impact Study, completed on September 21, 2011[109], the Dynamic Stability Study, completed September 21, 2011[110] and the Final Facilities Study, completed and issued on March 16, 2012[111], thereby completing the LGIP "Study Process", despite Latigo not having **ANY** of the parcels of land under proper contract. None of these land owners had any knowledge that their land was being evaluated for the benefit of Latigo. In fact, several Land Owners did not even know their land was part of a proposed QF wind farm project until Latigo submitted an Application for a Conditional Use Permit on June 29, 2012 to the County or when PacifiCorp applied for approval of the PPA on July 9, 2013.[112]

On June 29, 2012, Latigo submitted its Conditional Use Permit ("CUP") Application to the San Juan County Planning Commission. This CUP Application was the subject of a public hearing on July 5, 2012. In its presentation, which included the written CUP Application, Latigo makes the following admissions:

1) Page 3 of 16

"Note: At the time of submittal of the CUP ***[June 29, 2012], Redd Enterprises representing 1,080 acres, has not signed the lease agreement*** *to allow turbines to be placed on its land."*[113]

[109] Exhibit 69: September 21, 2011, PacifiCorp System Impact Study for Queue #0384, Latigo Wind Park

[110] Exhibit 70: September 21, 2011, PacifiCorp Dynamic Stability Study for Queue #0384, Latigo Wind Park

[111] Exhibit 71: March 16, 2012, PacifiCorp FINAL Facilities Study for Queue #0384, Latigo Wind Park

[112] Exhibit 72: Letters from land owners Guy and Ginger Tracy, Corinne Nielson Roring and Sandy and Gail Johnson advising PacifiCorp they did not know their land to be used in this Latigo Project.

[113] Exhibit 73: June 29, 2012, Conditional Use Permit Application, Latigo Wind Park, Page 3 of 16 Section IV: Land and Road Access *"Note: At the time of submittal of the CUP [June 29, 2012], Redd Enterprises representing 1,080 acres, has not signed the lease agreement to allow turbines to be placed on its land.*

The Redd Enterprises land is the location of the project's Generating Facility collector substation, and the transmission line from the collection substation to the Point of Interconnection, Pinto Substation. It is also the primary land area of the project, and Latigo only received permission to erect a Meteorological Wind Data Measuring Tower on April 23, 2011 for the exclusive purpose of collecting wind data only. Again, this is further evidenced by their statements in their CUP Application. PacifiCorp deemed complete the Interconnection Request, despite this failure of demonstrating Site Control, and failed to implement a remedy when the public acknowledgement was made. Latigo clearly makes a representation on the public record that it **still** did not have the requisite Site Control on June 29, 2012 so at the time of the submission of their March 25, 2011 Interconnection Request, and on April 25, 2011 when PacifiCorp deemed complete the Interconnection Request [pursuant to OATT(IV)(38)(3)(1)(iii)] it was IMPOSSIBLE for them to have had it.

Admissions regarding Site Control continue to include:

2) Page 3 of 16

"*Note: One of the properties crossed by the potential transmission line is currently in probate (J. Ward Palmer). The family has stated it* ***will sign*** *the easement once out of probate"*[114]

At the time of the March 25, 2011 submission of the Interconnection Request, and on April 25, 2011 when PacifiCorp deemed complete the Interconnection Request, no lease agreement for the easement or purchase agreement for the land required for the transmission line was in place as required by OATT(IV)(38)(3)(1)(iii). The Estate is in Probate. The results of that cannot be known, and were not known at the time of the submission of the Interconnection

[114] Exhibit 74: June 29, 2012, Conditional Use Permit Application, Latigo Wind Park, Page 3 of 16 Section IV: Land and Road Access, "*Note: One of the properties crossed by the potential transmission line is currently in probate (J. Ward Palmer). The family has stated it* ***will sign*** *the easement once out of probate"*.

Request and at the time of the CUP Application. Bottom line, a "maybe" we might get it does not satisfy the requisite for Site Control. This property could go to a party that is not interested in giving an easement, or one that is, its unknown, its speculative. That is exactly what FERC Order 2003 and the OATT prevent…Speculative projects being allowed to reserve Interconnection or Transmission Capacity for months or in this case years, when in fact there are other projects that are waiting that are not speculative.

3) Page 3 of 16

*"Note: Additionally, a ¾ of a mile stretch of transmission line is **not signed**."*[115]

At the time of the March 25, 2011 submission of the Interconnection Request, and on April 25, 2011 when PacifiCorp deemed complete the Interconnection Request, no lease agreement for the easement or purchase agreement for the land required for the transmission line was in place as required by OATT(IV)(38)(3)(1)(iii). Over a year later and the transmission line from the collector substation to the Point of Interconnection has not been secured, and obviously if it is not under contract now, it was not under contract on March 30, 2011 when PacifiCorp received the Interconnection Request and on April 25, 2011 when PacifiCorp deemed complete the invalid Interconnection Request.

4) Page 4 of 16

"Latigo Wind Park **will also obtain** encroachment permits from the Utah Department of Transportation (UDOT) for crossing Highway 191 and Highway 491with the overhead transmission line."[116]

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[115] Exhibit 75: June 29, 2012, Conditional Use Permit Application, Latigo Wind Park, Page 3 of 16 Section IV: Land and Road Access, *"Note: Additionally, a ¾ of a mile stretch of transmission line is **not signed**.*

[116] Exhibit 76: : June 29, 2012, Conditional Use Permit Application, Latigo Wind Park, Page 3 of 16 Section IV: Land and Road Access, "Latigo Wind Park **will also obtain** encroachment permits from the Utah Department of Transportation (UDOT) for crossing Highway 191 and Highway 491with the overhead transmission line." and Email from UDOT stating no permits have been issued.

At the time of the March 25, 2011 submission of the Interconnection Request, no lease agreement for the easement or purchase agreement for the land need for the transmission line was in place as required by OATT(IV)(38)(3)(1)(iii). Again, a critical portion, the UDOT permits have not been obtained. There is not a guarantee that they will be obtained. However, that left withstanding, even if they are obtained, there is NO provision in the FERC Order 2003, FERC LGIP or the OATT that allows for Interconnection Capacity to be reserved by an Interconnection Customer, for years, to the detriment of other ready to go Interconnection Customers so that the first "reserver" can sit on the Queue and "sort out their site control concerns". The OATT and FERC Order 2003 do not allow an Interconnection Customer to reserve capacity and then "hope and try to obtain" the required permitting "later".

5) Page 7 of 16

> "Latigo Wind Park believes that without the transmission easements there would be no wind farm…"

By Latigo's own admission, without the transmission easements [*for the transmission line*] there would be no windfarm. And they did not have the easements for the transmission line secured at the time of the submission of their Interconnection Request. In fact, they have at least three (3) owners who don't want, and did not give permission for the transmission lines to cross through their property. How PacifiCorp can deem this adequate Site Control is outrageous. The fact of the matter is, PacifiCorp did not care about the Site Control because this entire circumstance is a "sham" for a shill to get the project into the hands of PacifiCorp regardless of the rules, regardless of the Commission.

The entire Conditional Use Permit Application Summary, Pages 1-16, is attached as Exhibit 77[117].

[117]Exhibit 77: Entire Copy of the Summary Pg 1-16, of the Latigo Wind Park, Conditional Use Permit Application submitted to the San Juan County Planning Commission.

The map Latigo submitted to the San Juan County Planning Commission is completely different from the Interconnection Request Maps. Yet again, these favored PacifiCorp Interconnection Customers, Blue Mountain BMPP and Latigo each have had material modifications to their foot prints, because PacifiCorp has made no real effort to vet these Interconnection Requests. In fact, it is very possible that the permitting may not even include the land that was represented to PacifiCorp or that PacifiCorp has not properly studied that land that comprises the true project footprint. See **Exhibit 78**[118] for the Interconnection Request Map and the County Conditional Use Permit Map for the Latigo Wind Project.

Latigo's Interconnection Request should not have been deemed complete by PacifiCorp and allowed to remain on the queue position and reserve an allocation of valuable Interconnection Capacity for over a year without initially complying with OATT. No other project, except for Blue Mountain BMPP has been allowed by PacifiCorp, to reserve Interconnection Capacity based upon a speculative, incomplete Interconnection Request, and then use the two (2) year study process to secure their Site Control. Meanwhile, with projects such as Sage Grouse and Ellis-Hall, PacifiCorp raises the bar standard, higher than that which is mandated. PacifiCorp lowers the bar, well below and outside the parameters and their discretion to enable Latigo and Blue Mountain BMPP remain in advantageous positions for the benefit of PacifiCorp's future expansion opportunities. This violates the spirit and the intention of PURPA, FERC Order 2003 and their OATT.

PacifiCorp has been able to thwart Interconnection Customers from submitting Interconnection Requests, because Latigo was on the Interconnection Queue reserving a significant allocation of Interconnection Capacity and maintain a Qualified Facility ("QF") status

[118] Exhibit 78: Interconnection Request Map of Latigo Wind Park Project sent to PacifiCorp and the Conditional Use Permit Map of Latigo Wind Park Project submitted to the San Juan County Planning Commission.

which requires other projects seeking the same designation to be at least one (1) mile away. Latigo was allowed to do this, because it is slated to be purchased by PacifiCorp. The San Juan County area is a prime rural area for wind farm development for a variety of reasons, including low population, large tracks of land with few private owners, primarily farming and agricultural area, and it has been listed several times by Forbes Magazine as the poorest county in Utah.

It is also the furthest south county and the county with the largest geographical area. Its location is right smack in the middle of an "energy corridor" that encompasses Colorado, New Mexico and Arizona and proceeds all the way to the northwestern states of Oregon and Washington, which **is** PacifiCorp's service area and the area PacifiCorp has targeted for its expansion plans. PacifiCorp recently performed a multi-million dollar Upgrade to the Pinto Substation, which is the last, most southern critical substation on PacifiCorp's Transmission System and is the closet critical substation that interties to the Four Corners Substation owned by Arizona Public Service. Four Corners Substation is 110 line miles from Pinto Substation and located on the bordering Arizona county of Apache. Four Corners Substation is a critical substation, that has the unique ability to directly service the Four Corners States, four (4) states whereby all four corners, the SE corner of Utah (where Pinto is), the SW corner of Colorado, the NE corner of Arizona and the NW corner of New Mexico all touch and can be serviced by the Four Corners Generation Facility, a massive thermal facility in New Mexico. Three (3) of these four (4) states, Arizona, New Mexico, and Colorado, all have legislatively mandated Renewable Energy Portfolio Standards ("RPS"). As well, the Four Corners Substation and the Four Corners Generation Facility have the means to impact Nevada, another state with legislatively mandated RPS. Utah is the only state in this four corners location that does not have a mandatory RPS.

Berkshire Hathaway Energy ("BHE"), PacifiCorp's parent company, has several officers serving dual officer positions in both PacifiCorp & BHE, stationed here in Utah.

Utah is the least regulated state of the PacifiCorp service area, and San Juan County has one of the greatest opportunities for renewable generation, thereby expanding PacifiCorp's vertical integration model. BHE recently acquired NV Energy, the renamed entity of the Sierra Pacific and Nevada Power merger, now the largest utility in Nevada, serving approximately (90%) of the state. This area in the Four Corners Region looks to hold very promising expansion opportunities as well. In addition, California too, has lines that intertie into the Four Corners Substation. It appears that San Juan County has the greatest opportunity for renewable generation and expansion with a critical substation, Pinto Substation, that interties into the other utility system. PacifiCorp has acquired a primary transmission line connecting New Mexico to the eastern boundaries of San Juan County and another primary transmission line connecting into Arizona. Therefore, the Pinto Substation and the nearly 15,000 available private acres of potential generation capacity are of significant importance to PacifiCorp and its vertical integration expansion opportunities. It is important to note to the Commission, that almost 1/3 of the most viable land in this "energy corridor" belongs to the Roring Family, whose Lease Agreements (which were once held by PacifiCorp) are now held by Ellis-Hall Consultants, and under contract to Sage Grouse. All the proposed wind farms with executed Interconnection Agreements Latigo, Blue Mountain BMPP, and Ellis-Hall fall within this 15,000 acres area and all of these projects are slated to be QF's.[119] Ellis-Hall is developing a wind farm on the Roring land yet is experiencing great opposition from PacifiCorp, an entity that should be "neutral" in the dealings with all Interconnection Customers. That simply is not the case. Sage Grouse seeks

[119] Exhibit 79: Map of all three (3) proposed San Juan County Wind Farm projects with executed Interconnection agreements. and Sage Grouse's Project

to interconnect to PacifiCorp's transmission system through Ellis-Halls connector/collector substation. By killing Ellis-Hall's project, PacifiCorp effectively rids itself of Sage Grouse.

Then the two (2) remaining projects that are willing to sell or allow PacifiCorp to step in. easily transition to PacifiCorp. Both Latigo and Blue Mountain BMPP have received favorable treatment, from PacifiCorp to enable them to retain their invalid, yet higher Interconnection Queue positions and the reserve the available Interconnection Capacity that doesn't require massive network upgrades as well as any remaining available Transmission Capacity. If the OATT was strictly applied to these Interconnection Customers, as it has been with Ellis-Hall, and Sage Grouse, then PacifiCorp would have no chance of securing for itself, the generation opportunities from these projects and the locking out of both Ellis-Hall and Sage Grouse, from open access to the remaining 140 MW of Interconnection Capacity that PacifiCorp has unfairly, and frankly fraudulently designated for Latigo and Blue Mountain BMPP through it manipulation and trickery. Significant Network Upgrades are required after this allocation.

As well, PacifiCorp seeks to block open access to both Ellis-Hall and Sage Grouse, in an attempt to force these projects to withdraw from the Interconnection Queue, in hopes that they will abandon their development rights/lease agreements and then PacifiCorp, or a shill for PacifiCorp can "pick up" the leases and PacifiCorp is back on track to securing the entire generation capacity of the area, while giving the appearance of "regulatory compliance." Blue Mountain BMPP has already contacted Sage Grouse land owners multiple times, despite having been sent a Cease and Desist Demand from Sage Grouse. PacifiCorp's continued discriminatory actions are the driving force behind this, thereby aiding Blue Mountain BMPP in trying to persuade Sage Grouse Lessors to breach their Agreements with Sage Grouse. This type of shenanigans is well outside the scope of PacifiCorp's responsibilities, however PacifiCorp's long

term goal is to facilitate the monopolistic control of their vertical integrated expansion opportunities and to successfully maintain the monopoly stranglehold they command in the western and northwestern United States, they must get rid of the only wind farm developer able to effectively build a wind farm from its own resources. That would be Ellis-Hall. Yet despite three (3) orchestrated attempts to remove Ellis-Hall from the queue for "cause" Ellis-Hall has had to overcome these last minute hurdles, at least at an Interconnection level; Ellis-Hall is still waiting to execute a PPA with PacifiCorp.

Ellis-Hall's fate is of significance to Sage Grouse because Sage Grouse is interconnecting through Ellis-Hall's substation. This is a requirement of OATT because the projects are too close together. This is why the issues and concerns of Ellis-Hall and its treatment are referenced and discussed in this Sage Grouse Complaint against PacifiCorp.

PacifiCorp is **not** interested in "sharing" or allowing "open access" to an Interconnection Customer such as Ellis-Hall, an entity with a clear directive to **construct the project** and not "flip it". The largest principal of the company procured, constructed and operates a privately and wholly owned wind farm that maintains an **efficiency rating of 42%.** Sage Grouse has refused to capitulate and sell or allow for a planned Step-In of its project by PacifiCorp. Both Latigo and Blue Mountain BMPP are slated to be purchased by PacifiCorp, as has been the plan from the inception. Both have represented that they are currently in negotiations with PacifiCorp.

PacifiCorp has already "seized" control of another shill Wind Farm Project developed by Wasatch Wind (owner of Latigo), the Spanish Fork Wind Park 2 Wind Farm[120]. All of these

[120]Exhibit 80: Schedule G – Executory Contracts and Unexpired Leases of Bankruptcy Case No. 12-49219, Document #498, page 113 of 143 and page 124 of 143. PacifiCorp Energy (the non-regulated generation division of PacifiCorp is a **secured creditor** in this bankruptcy case. The Debtor, the party that owned Spanish Fork Wind Park 2, has reached a Settlement Agreement with PacifiCorp. There is a Settlement Agreement (ID: 05697) which for both PacifiCorp, #676 on page 113 and Spanish Fork Wind Park 2, LLC #799 on page 124. Sage Grouse contacted PacifiCorp and asked if the Settlement was the ownership of Spanish Fork Wind Park 2, LLC being "turned over" to PacifiCorp in order to settle the debt, and if PacifiCorp released all claims. PacifiCorp responded aggressively. "We aren't going to tell you that! Call Doug Cannon if

generation facilities or proposed generation facilities are strategically located along the path that lead to the newly constructed Current Creek Power Station owned entirely by PacifiCorp. PacifiCorp is currently in negotiations with Latigo because several of the Options to Purchase the land in the project expire February 12, 2015 and Latigo does not appear to have exercised the purchase options. In order for PacifiCorp to maintain control of those lands, it appears they must purchase the project, and that is one of the reasons why Latigo has been allowed to remain on the Interconnection Queue, without Site Control, for so long because they only recently, (*after having been on the Queue for almost two (2) years with 60 MW of Interconnection Capacity allocated to them)* in February 12, 2013secured the Options to Purchase that land. In addition, Latigo was allowed to retain its higher Queue Position without:

1) Executing an LGIA within the required sixty (60) days pursuant to OATT (IV)(46):

   OATT (IV)(46)(2) **Negotiation:**
   "Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender of the final Interconnection Facilities Study Report."

2) Requesting the submission of the unexecuted LGIA to the Commission:

   OATT (IV)(46)(2) **Negotiation:**
   "request termination of the negotiations …at any time after tender of the draft LGIA pursuant to Section 46.1 and request submission of the unexecuted LGIA with FERC."

3) Initiate dispute resolution procedures.

The OATT (IV)(46)(2) requires that:

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you want to know so bad!" Sage Grouse received a very harsh response from PacifiCorp in what was a fairly simple question, since PacifiCorp purports to identify on its website its percentage of ownership in and location of its generation facilities, both carbon emitting and carbon free. When the bankruptcy document management entity was contacted in an effort to secure the actual Settlement Agreement, they advised that although many documents are available and they are able to provide them, that particular document is falls under a confidentiality disclosure agreement and cannot be provided. Once again, the cloak of confidentiality is being invoked by PacifiCorp to stifle and type of accountability and truthfulness.

> "If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have **withdrawn** its Interconnection Request. **Unless otherwise agreed by the Parties.**"

Upon information and belief, PacifiCorp and Latigo were able to circumvent all of these requirements because they "**otherwise agreed by the Parties"** to **not** negotiate, and agreed that Latigo would be allowed to:

A) remain on the LGIA Queue, reserving valuable Interconnection Capacity, without an executed LGIA. (executing the LGIA would start a time clock of three (3) years whereby the project has to be operational or the project is deemed withdrawn and the Queue Position lost). Latigo executed a PPA without an LGIA, despite PacifiCorp issuing it letters stating that the LGIA was required. However after Ellis-Hall made a request to negotiate a PPA, PacifiCorp moved quickly to execute PPA's with both Blue Mountain BMPP and Latigo, not requiring them to execute LGIA, in hopes to lock Ellis-Hall out of the transmission queue. Despite allowing Latigo and Blue Mountain BMPP to execute PPA's without LGIA's, PacifiCorp refused to execute Ellis-Hall's PPA without an LGIA. To date, PacifiCorp has refused to execute Ellis-Hall's PPA.

PacifiCorp and Latigo executed an LGIA in August 2013, over 1 ½ years after the Final Facilities Study was completed and accepted by Latigo. NO OTHER PROJECT HAS BEEN AFFORDED THIS TYPE OF LATITUDE, in the circumstances of Interconnection & Transmission Capacity limitations and multiple Interconnection Customers seeking access to such Capacities. In fact, in Sage Grouse's case, PacifiCorp is failing to provide timely notifications regarding timelines governed by the OATT, in order to facilitate Sage Grouse's removal from the LGIA Queue. It is important to note to the Commission that had the same rules of Section IV.46 of the OATT been applied to

Latigo, Latigo would have long sense been deemed withdrawn from the LGIA Queue, and the Interconnection Capacity that has been allocated to it, would have been available to the next project, Queue #420, Ellis-Hall Consultants.

Latigo was allowed to retain its higher Queue Position without:

B) agreeing to not negotiate, so that despite the LGIP Study Process being deemed complete, and finished with the issuance and acceptance of the Final Facilities Study, Latigo is allowed to remain on the LGIA Queue, undisturbed, patiently using the time to secure the requisite Site Control they failed to demonstrate as required by OATT (IV)(38)(3)(1)(iii) their March 25, 2011 submission.

C) if the OATT had been applied to Latigo as it has with other non favored PacifiCorp Interconnection Customers, then Latigo most likely would have had to execute an LGIA and suspend it in 2012. As such the clock for the three (3) year suspension would have begun and in 2015, the project would have been in jeopardy for being withdrawn for lack of progress. However, Latigo was allowed to remain, active on the Interconnection Queue, without an LGIA for almost two (2) years. An inquiry was made to PacifiCorp as to why there was not a notation (as is required by OATT and is the case with other Interconnection Customers) as to why Latigo was allowed to remain sooooo long on the Interconnection Queue. A notation was never posted.[121] PacifiCorp stated "confidentiality" and failed to reply.

[121] Exhibit 2: July 24, 2013 printout of the entire OASIS Queue. No notations of "more info" or the like appear by Queue #384.

OATT (IV)(46)(2) states "if the Interconnection Customer has not executed the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute Resolution procedures pursuant to Section 48.5 within sixty (60) Calendar Days of tender of draft LGIA, **it shall be deemed to have withdrawn its Interconnection Request.** Transmission Provider shall provide to Interconnection Customer a final LGIA within fifteen (15) Business Days after the completion of the negotiation process." PacifiCorp never deemed withdrawn the Latigo Interconnection Request, and never submitted a final LGIA (as required). Sage Grouse inquired about this, because of the allocation of the valuable Interconnection Capacity to Latigo and PacifiCorp continued to state that they had no obligation to disclose anything about another project and actually went as far as to say though, in fact an LGIA had been filed with the Commission. To date, Sage Grouse has been unable to locate said filing.

When the Commission approved the verbiage "**Unless otherwise agreed by the Parties"** it had no way of anticipating that PacifiCorp would collaborate with Interconnection Customers it deems favorable to its vertical integration expansion opportunities and use that verbiage as a sword against other Interconnection Customers such Sage Grouse.

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II. OTHER DISCRIMINATORY ACTS OF PREFERENTIAL TREATMENT

Discriminatory actions and preferential treatment afforded the Latigo project:

All of the documents referenced in Item 1 will be attached as Exhibit 81[122]

1) On August 12, 2013, PacifiCorp executed an Interconnection Agreement (LGIA) with Latigo. In that LGIA, Appendix C, "Interconnection Details" identifies the following:

> "Description of the Large Generating Facility: A 60 MW wind generating facility consisting of **24 Clipper Liberty Series 2.5 MW wind turbine generators,** located in San Juan County, Utah."

This may seem reasonable, however it is **IMPOSSIBLE** for this wind turbine to be able to be used because Clipper is no longer manufacturing the Clipper Liberty Series 2.5 MW wind turbine.

See September 18, 2013 email from Mr. Jason DeGroot, Director, Supply Chain Investments, Services, and Material Control of Clipper Windpower, LLC.

> "Per our conversation, **Clipper is no longer manufacturing the 2.5 Liberty turbine**. Clipper is now focused on meeting the major maintenance requirements of our customer base, and supporting our fleet of turbines."

PacifiCorp absolutely knew that this wind turbine is no longer being manufactured. Most any party or entity in the wind industry is familiar with the First Wind Energy, LLC ("First Wind") lawsuit against Clipper Windpower, LLC ("Clipper Turbines"). First Wind alleged that Clipper accepted $59.5 million dollars in advanced payments for wind turbines, that First Wind claims Clipper Turbines no longer manufacturers. First Wind filed suit against Clipper Turbines October 2, 2012, Case No. 06571 EQCV 076 808 in Linn County, Iowa.

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[122] Exhibit 81: August 9, 2013, Cover page, Pg vii of Table of Contents, & First pg of Appendix C identifying **24 Clipper Liberty Series 2.5 MW wind turbine generators**, (*Clipper Windpower ceased manufacture of the Clipper Liberty Series Turbines in or about May 2012, over 1 ½ years prior to the execution of this document*) from the Standard Large Generator Interconnection Agreement for A Qualifying Facility (QFLGIA) btwn PacifiCorp & Latigo Wind Park, LLC, Queue #0384; Email from Clipper Wind Power identifying they are no longer manufacturing the Clipper Liberty Series wind turbine; Clipper Articles from Newspapers, the Library & the Internet; Study Report pages from Queue No.s #135, 136, 137 identifying Clipper Liberty wind turbines, each Queue had an executed Interconnection Agreement that PacifiCorp TERMINATED 08 Nov 2012 because the Clipper Liberty wind turbine is NO LONG being manufactured; Item 1.0 of FINAL Latigo Wind Park, Queue No.0384 identifying the project wind turbine is identifying **24 Clipper Liberty Series 2.5 MW wind turbine generators**. No new studies have been commenced with a different wind turbine.

This is significant because in late 2012 (November), after the lawsuits against Clipper began, any Interconnection Agreement for a project **WITH A CLIPPER WIND TURBINE** that was not operational, PacifiCorp **deactivated** or **TERMINATED.** EVERY Interconnection Agreement (LGIA) on its Interconnection Queue that that used a Clipper Turbine including three (3) executed Interconnection Agreements for Clipper Windpower Projects, Queue #135, Queue #136 and Queue #137 were terminated, post the First Wind Lawsuit. Other deactivations or terminations with Clipper Turbines include Queue #140, a withdrawal for Queue #215 and so on. Sage Grouse attempted to provide the Commission with ALL of the Queue No. however, the OASIS site gives a "Series 404 error"[123] item unavailable for the LGIP Studies for at well over 108 Queue Positions. Nevertheless, PacifiCorp knew as early as May 2012 that the Clipper Turbines were not being manufactured.

The Latigo Project, Queue #384, identifies 24 Clipper Liberty Series 2.5 wind turbine generators in its Final Facility Study issued in March 16, 2012. Any other Interconnection Customer would have been required to re-study with another wind turbine. In fact, PacifiCorp required Ellis-Hall to change its wind turbine during its System Impact Study, because of a reported "software communication concern" and threaten to withdraw Ellis-Hall from the Interconnection Queue if they could not affect the change and secure the required PSS/E data for the models and Appendix 1 information almost immediately. Upon information and belief, the same Gamesa Turbine is operational on PacifiCorp's transmission system in Idaho. PacifiCorp stated that Ellis-Hall cannot use the Gamesa wind turbine due to a "software communication concern" that presents itself in stochastic modeling. However, Blue Mountain BMPP, after

[123] PacifiCorp was asked about this very circumstance in 2012, 2013, and again in 2014. Each time stating "it is just a computer glitch from our transferring of files, it will be resolved right away". To date, many of the LGIP Study results still have not been posted, thereby impeding the usefulness of the OASIS Queue as a reporting information mechanism.

learning about the Gamesa turbines, changed its turbine to Gamesa and PacifiCorp allowed Blue Mountain BMPP to execute a PPA using the Gamesa wind turbine and executed its LGIA using the Gamesa wind turbine.

Latigo is allowed to execute an Interconnection Agreement with a wind turbine that has not been manufactured for at least 1½ years prior to the execution? PacifiCorp did not care about the impacts of the Latigo wind turbine on the PacifiCorp Transmission System because PacifiCorp is going to purchase the project and use whatever wind turbine it wants. The entire process of executing the LGIA was a "sham" to give the appearance of regulatory compliance. Latigo had plenty of time to re-study, however, since the purchase was in the "works" from the very beginning, such details as executing an Interconnection Agreement inclusive of a wind turbine that is actually being manufactured and can actually generate power seems not to be a necessary component for a favored PacifiCorp Interconnection Customer.

2) Latigo included parcels of land in its project (back to the Site Control issues) whereby the owners of the land had no knowledge of their land's inclusion in Latigo's project. Latigo is running its own transmission cable from its collector substation to the Point of Interconnection, Pinto Substation. The transmission cable is 4.5 miles +/-. PacifiCorp performed a crucial Dynamic Stability Study, which it issued Sept. 21, 2011. Latigo accepted the results of the Dynamic Stability Study. Latigo did **not** have permission to cross the land, secured easements, from the land owners, several of whom had absolutely no idea there was a transmission line slated to cross their land. Included with these land owners, is Corinne N. Roring, who has contracted the developmental rights to that land to Sage Grouse. Neither Sage Grouse nor Mrs. Roring authorized Latigo to use that land. This takes the Commission right back to the fundamental basics of Site Control. An entity cannot merely include a person(s) land in their

project, because it is convenient and not seek the owner's permission, timely. Such action is a fundamental violation of land rights, personal ownership rights. However, in this situation, the rights of the land owners was immaterial to PacifiCorp, a $35 billion dollar entity, because once PacifiCorp purchases the project from Latigo, if the land owners did not capitulate, PacifiCorp always has the right of eminent domain. San Juan County is the poorest County in the state of Utah. It has the highest unemployment. The only asset many people have is **their** land. None of these land owners can wage a battle over land rights with PacifiCorp. Nevertheless Site Control is a non-issue for the Latigo Project, as the primary goal appears to be the "appearance" of regulatory compliance not actual compliance as evidenced by just these few examples. PacifiCorp is going to do whatever it wants to do once it controls the project.

Other land owners who had no idea their land was slated to have a transmission cable cross it include Guy and Ginger Tracy, owners of Parcel No. A33240309002, Sandy and Gail Johnson, owners of Parcel No. A33240309000, Corinne Nielson Roring, Trustee, Parcel No. 33S23E249000. These land owners discovered their land was included in the Latigo project at various times and sent a letter advising PacifiCorp that they had not authorized its use. This was well after the **required** Dynamic Stability Study, the System Impact Study, and the Final Facilities Study had been completed. This land was inclusive as the subject land in these studies, resulting in a transmission line 4.5 miles +/- to Pinto Substation. PacifiCorp did not respond to the land owners. Upon information and belief, PacifiCorp contacted Latigo, and well after the LGIP Studies had been completed in 2013, right before the LGIA execution, PacifiCorp allowed Latigo to change the **entire** route of transmission line, resulting in a longer transmission line, at 4.9 miles +/-. This new line (in red) on the map has not been studied and has been incorporated as if the differences between the two (2) lines are inconsequential. Latigo did not provide a map

with Parcel Numbers, or the names of the land owners or anything to indicate that there was an easement in place on the property. In sharp contrast, PacifiCorp required Sage Grouse to provide a map with the parcel numbers its transmission cable passes through, as well as a letter from the owner of the parcels of land specifically acknowledging that they have authorized the use of their land. Included in **Exhibit 82**[124] is the Latigo map submitted with their invalid Interconnection Request inclusive of the yellow transmission cable whereby all the land owners had not authorized the easement; an enlargement of the location of the Tracy's land and the Johnson's land with Latigo's transmission line crossing it with a yellow transmission line and a map of the old (yellow) transmission line for Latigo which is the basis for all of the studies performed (that and the Clipper Liberty wind turbine which is not being manufactured); copies of the letters sent to PacifiCorp by some of the affected land owners and a map with the new longer, unstudied transmission cable (in red); and the final map has the both the Interconnection Map and the County Conditional Use Permit map, combined.

3) The Latigo Interconnection Request Map identifies the wind turbine layout and the location of the transmission cable to the Point of Interconnection, Pinto Substation. It also identifies the area of the location of the wind farm, and the collector substation. The turbine impedances will be based upon this map. Therefore the LGIP Studies are all based upon this map. All of Latigo's changes thus far (and this is not all of them), PacifiCorp has refused to characterize as "material modification", because a material modification will require a new Interconnection Request. Should Sage Grouse make said changes, they would be material. However, when asked what they are considered for Latigo, and how these changes affect the

[124]Exhibit 82: Latigo Interconnection Request Map (yellow transmission line); Map of Latigo Interconnection Request with the Parcels identified; enlargement of the parcels owned by Sandy & Gail Johnson, Parcel No. A33240309000 and Guy & Ginger Tracy, Parcel No. A33240309002 identifying the Latigo Transmission Line crosses their land to get to the Point of Interconnection for the project, Pinto Substation.

allocation of Interconnection Capacity, PacifiCorp stated that these are not "material modifications they are merely "minor adjustments". It seems highly illogical that PacifiCorp would be executing an Interconnection Agreement for a wind turbine that no longer exists, when its known throughout the industry that it no longer is being manufactured is hardly a "minor adjustment" and to date a legitimate wind turbine has not been selected or restudied.

4) The Latigo Conditional Use Permit Map is a completely different footprint with a completely different wind turbine layout that has not been studied by the LGIP Study Process. The transmission line is longer, and it has not been assessed. It is not known whether each entity, the San Juan County Planning Commission and/or PacifiCorp are aware that two (2) separate maps have been submitted with different footprints and layouts to each entity.

In addition to the Preamble, including the Basis for Fast Track Processing Request and the contents of the entire Complaint, Sage Grouse Energy Project requests the Commission review and respond within its authority regarding the concerns and issues that arise not only from the violations of the FERC Orders, and PacifiCorp's OATT, Site Control, and the implementation series of schemes to the benefit of PacifiCorp's vertical integration expansion objectives, including numerous tangential schemes. Sage Grouse has uncovered significant evidence that requires further investigation from the Commission and appropriate authorities; PacifiCorp, PacifiCorp (Transmission Services) and PacifiCorp Energy have not and clearly do not maintain the requisite corporate separation, but have colluded to further favored projects, such as Blue Mountain Power Partners, LLC and Latigo Wind Park, LLC; PacifiCorp has not required these projects to follow the FERC Orders and PacifiCorp's Tariffs, as required, and as the agency that polices itself for required compliance, PacifiCorp has clearly demonstrated that it is impossible to allow this type of power and control remain in PacifiCorp's hand when in fact

they are not only a direct competitor of other Interconnection Customers, but also stand to gain when unfavored, competitive Interconnection Customers are prevented from securing Open Access to its Transmission System. In addition to the actions the Commission takes to remedy the Sage Grouse Energy Project, PacifiCorp should be sanctioned for its actions and its collaborative efforts.

(d) *NOTICE*. PUBLIC NOTICE OF THE COMPLAINT WILL BE ISSUED BY THE COMMISSION.

(e) [Reserved]

(f) *ANSWERS, INTERVENTIONS AND COMMENTS*. UNLESS OTHERWISE ORDERED BY THE COMMISSION, ANSWERS, INTERVENTIONS, AND COMMENTS TO A COMPLAINT MUST BE FILED WITHIN 20 DAYS AFTER THE COMPLAINT IS FILED. IN CASES WHERE THE COMPLAINT REQUESTS PRIVILEGED TREATMENT FOR INFORMATION IN ITS COMPLAINT, ANSWERS, INTERVENTIONS, AND COMMENTS ARE DUE WITHIN 30 DAYS AFTER THE COMPLAINT IS FILED. IN THE EVENT THERE IS AN OBJECTION TO THE PROTECTIVE AGREEMENT, THE COMMISSION WILL ESTABLISH WHEN ANSWERS WILL BE DUE.

(g) *COMPLAINT RESOLUTION PATHS*. ONE OF THE FOLLOWING PROCEDURES MAY BE USED TO RESOLVE COMPLAINTS:

(1) THE COMMISSION MAY ASSIGN A CASE TO BE RESOLVED THROUGH ALTERNATIVE DISPUTE RESOLUTION PROCEDURES IN ACCORDANCE WITH §385.604-385.606, IN CASES WHERE THE AFFECTED PARTIES CONSENT, OR THE COMMISSION MAY ORDER THE APPOINTMENT OF A SETTLEMENT JUDGE IN ACCORDANCE WITH §385.603;

(2) THE COMMISSION MAY ISSUE AN ORDER ON THE MERITS BASED UPON THE PLEADINGS;

(3) THE COMMISSION MAY ESTABLISH A HEARING BEFORE THE AN ALJ.

(h) *FAST TRACK PROCESSING*. (1) THE COMMISSION MAY RESOLVE COMPLAINTS USING FAST TRACK PROCEDURES IF THE COMPLAINT REQUIRED EXPEDITIOUS RESOLUTION. FAST TRACK PROCEDURES MAY INCLUDE EXPEDITED ACTION ON THE PLEADINGS BY THE COMMISSION, EXPEDITED HEARING BEFORE AN ALJ, OR EXPEDITED ACTION ON REQUESTS FOR STAY, EXTENSION OF TIME, OR OTHER RELIEF BY THE COMMISSION OR AN ALJ.

(2) A COMPLAINANT MAY REQUEST FAST TRACK PROCESSING OF A COMPLAINT BY INCLUDING SUCH A REQUEST IN ITS COMPLAINT, CAPTIONING THE COMPLAINT IN BOLD TYPEFACE "COMPLAINT REQUESTING FAST TRACK PROCESSING," AND EXPLAINING WHY EXPEDITION IS NECESSARY AS REQUIRED BY SECTION 385.206(b)(11).

(3) BASED ON ASSESSMENT OF THE NEED FOR EXPEDIAITON, THE PERIOD FOR FILING ANSWERS, INTERVENTIONS AND COMMENTS TO A COMPLAINT REQUESTING FAST TRACK PROCESSING MAY BE SHORTENED BY THE COMMISSION FROM THE TIME PROVIDED IN §385.206(f).

(4) AFTER THE ANSWER IS FILED, THE COMMISSION WILL ISSUE PROMPTLY AN ORDER SPECIFYING THE PROCEDURE AND ANY SCHEDULE TO BE FOLLOWED.

(i) *SIMPLIFIED PROCEDURE FOR SMALL CONTROVERSIES*. A SIMPLIFIED PROCEDURE FOR COMPLAINTS INVOLVING SMALL CONTROVERSIES IS FOUND IN §385.218 OF THIS SUBPART.

(j) *SATISFACTION*. (1) IF THE RESPONDENT TO A COMPLAINT SATISFIES SUCH COMPLAINT, IN WHOLE OR IN PART, EITHER BEFORE OR AFTER AN ANSWER IS FILED, THE COMPLAINANT AND THE RESPONDENT MUST SIGN AND FILE:

(i) A STATEMENT SETTING FORTH WHEN AND HOW THE COMPLAINT WAS SATISFIED; AND

(ii) A MOTION FOR DISMISSAL OF, OR AN AMENDMENT TO, THE COMPLAINT BASED ON THE SATISFACTION.

(2) THE DECISIONAL AUTHORITY MAY ORDER THE SUBMISSION OF ADDITIONAL INFORMATION BEFORE ACTING ON A MOTION FOR DISMISSAL OR AN AMENDMENT UNDER PARAGRAPH **(c)(1)(ii) OF THIS SECTION.**