BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 2480

Served electronically at Salem, Oregon, 11/13/26, to:

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Re: UM 2480, Biomass One LP, Complainant vs. PacifiCorp dba Pacific Power, Respondent

Biomass One LP has filed a complaint against PacifiCorp dba Pacific Power. A copy of the complaint is attached and served on Respondent, under ORS 756.512(1). The Commission has assigned Docket No. UM 2480 to this complaint. Please use this number whenever you refer to this case.

The Public Utility Commission must receive an Answer from the Respondent or their attorney by November 23, 2026, under OAR 860-001-0400(4)(d). A copy must be served on the complainant.

After the answer is filed, the PUC will contact the parties to provide information about further proceedings in this matter.

PUBLIC UTILITY COMMISSION OF OREGON

/s/Cheryl Walker
Cheryl Walker
Administrative Specialist 2
Administrative Hearings Division
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Attachments: Complaint; Notice of Contested Case Rights and Procedures

NOTICE OF CONTESTED CASE RIGHTS AND PROCEDURES

Oregon law requires state agencies to provide parties written notice of contested case rights and procedures. Under ORS 183.413, you are entitled to be informed of the following:

Hearing: The time and place of any hearing held in these proceedings will be noticed separately. The Commission will hold the hearing under its general authority set forth in ORS 756.040 and use procedures set forth in ORS 756.518 through 756.610 and OAR Chapter 860, Division 001. Copies of these statutes and rules may be accessed via the Commission's website at www.puc.state.or.us. The Commission will hear issues as identified by the parties.

Right to Attorney: As a party to these proceedings, you may be represented by counsel. Should you desire counsel but cannot afford one, legal aid may be able to assist you; parties are ordinarily represented by counsel. The Commission Staff, if participating as a party in the case, will be represented by the Department of Justice. Generally, once a hearing has begun, you will not be allowed to postpone the hearing to obtain counsel.

Notice to Active Duty Servicemembers: Active Duty Servicemembers have a right to stay these proceedings under the federal Servicemembers Civil Relief Act. For more information contact the Oregon State Bar at 800-452-8260, the Oregon Military Department at 503-584-3571 or the nearest United States Armed Forces Legal Assistance Office through http://legalassistance.law.af.mil. The Oregon Military Department does not have a toll free telephone number.

Administrative Law Judge: The Commission has delegated the authority to preside over hearings to Administrative Law Judges (ALJs). The scope of an ALJ's authority is defined in OAR 860-001-0090. The ALJs make evidentiary and other procedural rulings, analyze the contested issues, and present legal and policy recommendations to the Commission.

Hearing Rights: You have the right to respond to all issues identified and present evidence and witnesses on those issues. *See* OAR 860-001-0450 through OAR 860-001-0490. You may obtain discovery from other parties through depositions, subpoenas, and data requests. *See* ORS 756.538 and 756.543; OAR 860-001-0500 through 860-001-0540.

Evidence: Evidence is generally admissible if it is of a type relied upon by reasonable persons in the conduct of their serious affairs. *See* OAR 860-001-0450. Objections to the admissibility of evidence must be made at the time the evidence is offered. Objections are generally made on grounds that the evidence is unreliable, irrelevant, repetitious, or because its probative value is outweighed by the danger of unfair prejudice, confusion of the issues, or undue delay. The order of presenting evidence is determined by the ALJ. The burden of presenting evidence to support an allegation rests with the person raising the allegation. Generally, once a hearing is completed, the ALJ will not allow the introduction of additional evidence without good cause.

Record: The hearing will be recorded, either by a court reporter or by audio digital recording, to preserve the testimony and other evidence presented. Parties may contact the court reporter about ordering a transcript or request, if available, a copy of the audio recording from the Commission for a fee set forth in OAR 860-001-0060. The hearing record will be made part of the evidentiary record that serves as the basis for the Commission's decision and, if necessary, the record on any judicial appeal.

Final Order and Appeal: After the hearing, the ALJ will prepare a draft order resolving all issues and present it to the Commission. The draft order is not open to party comment. The Commission will make the final decision in the case and may adopt, modify, or reject the ALJ's recommendation. If you disagree with the Commission's decision, you may request reconsideration of the final order within 60 days from the date of service of the order. *See* ORS 756.561 and OAR 860-001-0720. You may also file a petition for review with the Court of Appeals within 60 days from the date of service of the order. *See* ORS 756.610.

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BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

BIOMASS ONE, LP, Complainant, v. PACIFICORP d/b/a PACIFIC POWER, Defendant.	DOCKET NO. UM 2480 REDACTED COMPLAINT EXPEDITED CONSIDERATION REQUESTED

I. INTRODUCTION

This is a complaint ("Complaint") filed by Biomass One, LP ("Biomass One" or "Complainant") with the Oregon Public Utility Commission (the "Commission" or "OPUC") against PacifiCorp d/b/a Pacific Power ("PacifiCorp" or the "Company") under Oregon Revised Statutes ("ORS") 756.500 and Oregon Administrative Rule ("OAR") 860-029-0100. Biomass One is a qualifying facility ("QF") under the Public Utility Regulatory Policies Act ("PURPA") and seeks a one-year renewal of its power purchase agreement ("PPA") with PacifiCorp. Biomass One and PacifiCorp have agreed to all terms of a draft PPA except pricing. At its core, the Complaint presents a narrow dispute over the applicable avoided cost pricing for a one-year renewal. Biomass One's

operating costs have increased during the term of the existing PPA, while PacifiCorp's proposed pricing for 2027 is too low to keep the plant operational to the extent it has been operating under the expiring PPA. More relevant to the disputed legal and factual issue that the Commission must resolve: Biomass One has sought pricing that reflects the avoided costs represented by Biomass One's generation, and the avoided cost prices offered by PacifiCorp do not reflect true avoided costs. Biomass One seeks relief and asks the Commission to resolve the pricing dispute.

Biomass One is asking the Commission to: 1) determine whether avoided cost prices offered by PacifiCorp should include: a) avoided transmission costs from PacifiCorp's proxy resources; b) the Commission-approved small-scale renewable ("SSR") adder; c) Biomass One's wildfire mitigation efforts; d) updated costs of capacity; and e) Biomass One's actual capacity contribution; and 2) ensure that Biomass One's interconnection status is not affected by failure to reach agreement with PacifiCorp on pricing in a renewal PPA. To the extent known, PacifiCorp's position is that: 1) none of the above benefits are applicable to Biomass One's avoided costs; and 2) that Biomass One may lose its interconnection status if it fails to execute an amended Interconnection Agreement ("IA") before the expiration of Biomass One's existing PPA on December 31, 2026, and Biomass One will need to cease operation, submit a new interconnection request, and reenter the interconnection queue, but that PacifiCorp will work in good faith to execute an amended IA that revises the term of the agreement before the end of the year. Biomass One's position is that the higher avoided cost price it seeks reflects the true costs that PacifiCorp avoids and compensates Biomass One for the direct economic benefits it provides to PacifiCorp and its ratepayers. Furthermore, the Commission should

expeditiously ensure that PacifiCorp does not remove Biomass One's interconnection status due to the instant pricing dispute if Biomass One and PacifiCorp are unable to reach agreement on the IA issue by December 31, 2026.[1]

This Complaint comes after over a year of negotiations between Biomass One and PacifiCorp. Biomass One's existing 15-year QF PPA expires on December 31, 2026 – less than two months from the filing of this Complaint. Biomass One first approached PacifiCorp about a renewal long-term contract in October 2025, more than a year before the existing PPA's expiration. At PacifiCorp's suggestion, Biomass One both participated in PacifiCorp's 2025 SSR RFP and explored a one-year bilateral bridge contract for calendar year 2027. That bridge contract was to extend existing PPA prices during the one-year contract period, providing Biomass One a price keeping the facility fully operational in 2027, but not allowing for long-term investments like additional nitrogen oxides ("NOx") pollution controls. Neither effort resulted in an agreement for 2027.

Biomass One also requested a renewal QF PPA and indicative pricing in June 2026 as a backup to the bilateral agreement. After PacifiCorp discontinued the bilateral negotiations on August 27, 2026, the parties proceeded with the one-year QF renewal. All substantive PPA terms, except pricing, were agreed to by both Biomass One and PacifiCorp on October 9, 2026. Biomass One partially executed the PPA with all agreed upon terms, with the only substantive change being the pricing in Exhibit I, on November 6, 2026.[2]

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1 *See* Motion for Expedited Consideration.

2 *See* Attachment A (Biomass One's Partially Executed QF PPA).

Existing avoided cost prices, and not PacifiCorp's proposed UM 2436-based prices, are more favorable for a one-year contract.[3] However, those prices do not reflect all the costs PacifiCorp avoids and the other additional benefits Biomass One provides to PacifiCorp and its retail customers. Those prices also require Biomass One to operate at a loss, potentially even under modified operations, but are a bridge to allow Biomass One to operate in 2027 and negotiate a new long-term contract. Biomass One is filing the Complaint now because, after exhausting alternative contracting paths and narrowing the dispute to pricing, Biomass One needs to lock in and preserve the currently effective, properly calculated non-standard avoided cost pricing before PacifiCorp's lower UM 2436 pricing takes effect this month[4] and its existing PPA expires on December 31, 2026. Biomass One may at least temporarily shut down its operations if the only available prices included in a one-year contract are the UM 2436 prices. However, PacifiCorp's apparent position is that failure to execute a new PPA would terminate Biomass One's IA, causing "likely years of waiting and potentially millions of dollars in upgrades."[5]

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3 Long-term prices under UM 2436 are higher than current avoided cost prices; however, PacifiCorp requested that Biomass One only seek a one-year extension.

4 The Commission has not yet issued a ruling regarding PacifiCorp's proposed UM 2436 avoided cost prices, and adoption could affect whether and to what extent the avoided costs and other benefits identified by Biomass One are reflected in PacifiCorp's avoided cost pricing.

5 *See* Biomass One 101/Souza 106 (Question: Request for confirmation of assumption of continued LGIA under short term QF PPA email thread).

PacifiCorp Proposed Weighted Average Avoided Cost	[redacted]
BIOMASS ONE PROPOSED PRICE	
Biomass One Proposed Base Price	[redacted]
Avoided Transmission Costs	[redacted]
15% Small-Scale Renewable Adder	[redacted]
Wildfire Risk Reduction and Mitigation	[redacted]
Updated Capacity Costs	[redacted]
Biomass One Capacity Factor Adjustment	[redacted]
Additional Line Loss Adjustment	[redacted]
Biomass One Proposed Weighted Average Avoided Cost	$121.37
	* all figures shown in $/MWh

A. Biomass One Is Entitled to Avoided Transmission Costs Because PacifiCorp's Proxy Resources Are Not Located in Oregon and Will Incur Transmission Costs to Move Power to Oregon Load

Commission Order No. 16-174 in Docket No. UM 1610 established a rebuttable presumption that on-system resources incur no transmission costs to deliver generation to load.[6] To rebut that presumption, a party is to submit evidence sufficient to "demonstrate that a renewable proxy resource has incremental transmission costs that can actually be avoided by the purchase of QF energy."[7] Biomass One has demonstrated that evidence to PacifiCorp but PacifiCorp does not agree that avoided transmission costs should be included in the avoided cost prices offered to Biomass One. Specifically, Biomass One has demonstrated that PacifiCorp's proxy solar resources in southern Utah will require

6 *In re Public Utility Commission of Oregon Investigation into Qualifying Facility Contracting and Pricing*, Docket No. UM 1610, Order No. 16-174 at 8 (May 13, 2016).

7 Order No. 16-174 at 8.

additional transmission buildout to reach Oregon load, especially areas west of the Cascade Mountains.

PacifiCorp maintains that Commission Order No. 16-174 presumes that on-system resources do not incur transmission costs, but PacifiCorp has not made it clear if it disagrees with the Commission's policy that a QF can rebut the presumption or if PacifiCorp asserts that the presumption has not been refuted. Biomass One thus seeks an order establishing that Biomass One has successfully rebutted the presumption and directing PacifiCorp to include avoided transmission costs in avoided cost prices offered to Biomass One.

B. Biomass One Is Entitled to an SSR Adder Because the Commission has Recognized the Value SSRs Provide for House Bill ("HB") 2021 Compliance

Oregon HB 2021 (2021) requires that 10% of a public utility's aggregate electrical capacity come from resources less than 20 MW in size by 2030. Biomass facilities are given special consideration under the law, allowing a utility to claim 20 MW of Biomass One's 28.5 MW output as SSR-compliant.[8] Recognizing that many SSR-compliant resources are QFs, Order No. 26-021 established an SSR adder of 8% because "SSR-compliant QFs should be eligible to receive an avoided cost rate based on costs of resources eligible to meet the SSR standard."[9] The order also left open the possibility of a higher SSR adder if evidence demonstrates such a revision is appropriate.[10] The

8 *See* ORS 469A.210(2)(b).
9 Order No. 26-021 at 33.
10 Order No. 26-021 at 33.

Complaint raises two disputed issues regarding the SSR: 1) should Biomass One be paid an SSR rate; and 2) if so, should Biomass One's SSR adjustment be 8% or 15%?

The first 20 MW of Biomass One's generation is SSR-compliant, PacifiCorp is counting on Biomass One to meet its HB 2021 SSR compliance obligations, and its avoided cost prices should be compared from a cost perspective to other SSR-compliant resources. PacifiCorp's use of Biomass One to meet the HB 2021 requirement should thus be appropriately compensated. Notably, Biomass One attempted to contract with PacifiCorp through its 2025 SSR RFP but PacifiCorp did not procure any resources from that RFP. Avoided cost prices are lower than all bids in the SSR RFP, indicating that Biomass One contracting at avoided cost prices is saving PacifiCorp's customers money. Biomass One should be appropriately compensated for the lower costs of an SSR-compliant resource by adding at least 8% to Biomass One's final non-standard avoided cost prices. PacifiCorp agrees in principle that Biomass One is an SSR resource and should be paid an SSR rate; however, PacifiCorp's position is that it should not occur until the Commission establishes a specific SSR rate in UM 2436. The Commission has already approved the SSR adder in Order No. 26-021, implementing that methodology for standard contracts, which is the basis for non-standard avoided cost prices.[11]

Biomass One has also provided evidence to PacifiCorp that the SSR adder should be no less than 15%. Biomass One understands that PacifiCorp's position is that, if Biomass One is paid an SSR rate, then that rate should be no more than 8%. Biomass

[11] PacifiCorp's offered UM 2436-based non-standard avoided cost prices included an SSR adder, prorated to 20 MW.

One thus seeks an order requiring PacifiCorp to include a 15% SSR adder for 20 MW of Biomass One's generation as just compensation for HB 2021 compliance.

C. Biomass One Is Entitled to a Wildfire Mitigation Adder Because Biomass One's Use of Forest Fuels Reduces PacifiCorp's Wildfire Risk and Mitigation Costs

The Commission recently changed the standard avoided cost methodology, on which non-standard avoided costs are based, in Docket No. UM 2000. Though the Commission rejected a wildfire mitigation adder for all standard avoided cost biomass projects, Order No. 26-021 stated unequivocally, "we are not dismissing the contribution that biomass facilities can provide in the state of Oregon."[12] The order went on to note, "while we agree that biomass facilities may enable utilities to defer wildfire mitigation costs, the record before us does not demonstrate how and what those costs are in a way we can standardize into an adder."[13]

The Commission's rejection of the adder was thus one of record evidence to establish the adder on an across-the-board basis, not a rejection of quantifying and compensating wildfire mitigation costs where appropriate. Biomass One has provided evidence to PacifiCorp that Biomass One reduces the utility's costs related to wildfire mitigation efforts as well as costs and risks related to wildfire insurance coverage. PacifiCorp does not agree that Biomass One's wildfire mitigation efforts should be reflected in avoided cost prices. It is not clear whether PacifiCorp disagrees with the Commission's recognition that wildfire mitigation benefits can be included in avoided-

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12 *In re Public Utility Commission of Oregon Investigation Into PURPA Implementation*, Docket No. UM 2000, Order No. 26-021 at 42 (Jan. 23, 2026).

13 Order No. 26-021 at 42.

cost pricing, or whether PacifiCorp accepts that policy but contends that Biomass One has not demonstrated that its operations reduce PacifiCorp's wildfire mitigation costs and risks. Biomass One thus seeks an order establishing that Biomass One's wildfire mitigation efforts reduce PacifiCorp's cost of providing electricity to its retail customers and Biomass One should be appropriately compensated for those efforts.

D. Biomass One Is Entitled to Updated Capacity Costs Because PacifiCorp Did Not Update Proxy Capacity Resource Costs to Reflect the 2025 IRP Update

PacifiCorp's modeling for Biomass One's non-standard rate updates many of the inputs from its 2025 Integrated Resource Plan ("IRP") Update. However, the costs of capacity in the modeling are based on the 2023 IRP, not the 2025 IRP update. The avoided cost rate offered to Biomass One should reflect current capital costs and fixed operations and maintenance costs for both simple cycle and combined cycle combustion turbines. Biomass One thus seeks an order requiring PacifiCorp to offer Biomass One non-standard avoided costs based on capacity costs in its 2025 IRP Update.

E. Biomass One is Entitled to Receive Value for Its Capacity Contribution

Biomass One's modeling for Biomass One's non-standard rate is based on the capacity contribution of a natural gas fired simple cycle combustion turbine. However, because Biomass One is not subject to peak demand fuel shortage risk, Biomass One is expected to be more reliable than a simple cycle gas turbine. Biomass One thus seeks an order requiring PacifiCorp to account for Biomass One's capacity contribution by increasing the avoided cost of a simple cycle combustion turbine to reflect the difference between a turbine without fuel storage and a turbine with fuel storage.

F. Biomass One's Interconnection Agreement Should Be Extended Through the One-Year Contract Period

Biomass One's IA states that the IA will "remain in effect for a period corresponding to the term of the PPA between [Biomass One] and [PacifiCorp]." Biomass One has provided electricity to PacifiCorp since 1987. PacifiCorp and Biomass One previously agreed that continued sales during a one-year extension of the PPA via a bilateral agreement, a PURPA contract, or a Legally Enforceable Obligation ("LEO") would also extend the IA for that one year. Biomass One has also repeatedly inquired with PacifiCorp's transmission function to determine steps necessary for executing a new IA, if necessary. Thus, Biomass One understood that PacifiCorp agreed that as long as a valid PPA or LEO is in place and the QF status is maintained, the interconnection agreement will remain valid and will not lapse. However, on November 3, 2026, PacifiCorp informed Biomass One that failure to execute a PPA will cause the IA to be terminated upon expiration of the current PPA on December 31, 2026. Biomass One would then be required to reenter the interconnection queue as a new participant. This position is unreasonable because PacifiCorp is threatening to terminate Biomass One's interconnection rights solely because PacifiCorp had declined to accept Biomass One's proposed PPA pricing.

Biomass One requests the Commission order PacifiCorp to extend the current IA through the 2027 contract and diligently work with Biomass One to execute a new IA in conjunction with a long-term PPA beginning in 2028.

II. SERVICE

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

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In support of this Complaint, Complainant alleges as follows:

III. IDENTITY OF THE PARTIES

1. PacifiCorp is an investor-owned public utility regulated by the Commission under ORS Chapter 757. PacifiCorp is headquartered at 825 NE Multnomah Street, Portland, Oregon 97232. PacifiCorp's contact information is 888-221-7070; zachary.rogala@pacificorp.com, rob.eckenrod@pacificorp.com.

2. Biomass One, LP is a Delaware limited liability company. Biomass One's mailing address is 2350 Ave G, White City, OR 97503.

IV. APPLICABLE STATUTES AND RULES

3. The Oregon statutes expected to be involved in this case include: ORS 756.040-756.068, 756.500-756.558, 756.990, 757.020, 757.325, 757.386, 758.010-

758.035, and 758.505-758.555. The Oregon rules expected to be involved in this case include: OAR 860-001, 860-023, 860-024, 860-029, 860-082, and 860-088.

4. The federal statute expected to be involved in this case is the Public Utility Regulatory Policies Act ("PURPA"): 16 U.S.C. 824a-3. The federal rules expected to be involved in this case include: 18 C.F.R. § 292.101-292.602.

V. JURISDICTION

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

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

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

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

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

VI. FACTUAL BACKGROUND

9. The Biomass One project is a 28.5-megawatt ("MW") nameplate renewable generation facility located in White City, Oregon, five miles north of Medford, Oregon, in Jackson County.

10. The Biomass One project commenced operations in 1987.

11. Prior to commencement of the facility's operation, air quality in the vicinity of Medford was impacted by particulate matter associated with open burning of residential landscape debris and untreated emissions of wood-fired boilers and dry kilns serving regional lumber, plywood, and board mills in the area.

12. The Biomass One project created an alternative outlet for this material by repurposing regional wood waste for the production of heat and electricity in boilers outfitted with state-of-the-art electrostatic precipitators that result in zero-opacity stack emissions.

13. Biomass One currently partners with local manufacturers, landfills, and private and public entities to repurpose approximately 350,000 tons of biomass wood waste annually.

14. The Biomass One project's renewable energy production also produces biochar, an environmentally friendly byproduct that can act as a soil amendment and sequester atmospheric carbon.

15. The Biomass One project directly employs around 85-90 people associated with plant operations and maintenance.

16. Biomass One also directly or indirectly supports thousands of additional jobs in the processing, collection, and transportation of regional wood waste from communities, landfills, and slash piles.

17. Biomass One also operates a community wood waste disposal yard that provides the local public and the economically disadvantaged with a significantly lower-cost means of properly disposing of wood waste from the urban/wild interface and residential yards.

18. The Biomass One project is 100% biomass-fired and utilizes natural gas only as a pilot fuel during black starts, which occur approximately four times per year.

19. Biomass One entered into a 15-year PPA as a QF under PURPA on December 19, 2011.

20. Biomass One's existing PPA with PacifiCorp expires on December 31, 2026.

21. The existing PPA provides for avoided cost prices of $97.76/MWh on-peak and $74.56/MWh off-peak.

22. Biomass One's costs of operating the facility have increased during the term of the existing PPA.

23. Biomass One has operated with a net operating loss in each of the last two years.

24. Absent an extension of the existing PPA or execution of a replacement agreement, Biomass One faces shutdown, loss of its interconnection position, and indefinite closure.

25. Closure of Biomass One would remove approximately 28.5 MW of existing generation from Oregon's energy portfolio, require PacifiCorp to acquire 20 additional MW of SSR-compliant resources, and eliminate an outlet for substantial quantities of regional wood waste.

26. Regional wood-products facilities rely on Biomass One for disposal of residual wood material, and several facilities have indicated that the closure of Biomass One could require curtailment or closure of their own operations.

27. Biomass One estimates that closure could affect up to 8,840 direct and indirect jobs and approximately $675.4 million in annual labor income.

28. Beginning in October 2025, Biomass One began working with PacifiCorp to identify a path for continued operation following the December 31, 2026 expiration of its existing PPA.

29. On November 5, 2025, PacifiCorp encouraged Biomass One to participate in its SSR Request for Proposals ("SSR RFP") as a potential pathway for continued operation.

30. On December 22, 2025, Biomass One representatives submitted a non-conforming, informational response to PacifiCorp's SSR RFP, per PacifiCorp's request.

31. Between January 20, 2026 and March 4, 2026, Biomass One continued working with PacifiCorp for the purpose of signing a bilateral, non-QF SSR PPA.

32. Biomass One and PacifiCorp did not execute a bilateral, non-QF SSR PPA, and those efforts did not result in an agreement providing for operation of the project beyond expiration of its existing PPA.

33. PacifiCorp can count 20 MW of Biomass One's generation to meet its SSR obligation regardless of the contracting framework.

34. On June 2, 2026, with no alternative agreement in place, and with encouragement from PacifiCorp, Biomass One informed PacifiCorp that it intended to pursue a six-month extension of its existing PPA and requested guidance regarding the extension process.

35. On June 8, 2026, PacifiCorp provided Biomass One with a draft amendment to Biomass One's existing PPA. The included pricing was based on standard avoided cost rates.

36. On June 8, 2026, Biomass One informed PacifiCorp that PacifiCorp had included a different project in the draft amendment.

37. On June 8, 2026, Biomass One re-informed PacifiCorp that the standard avoided cost rates were below Biomass One's cost of operation, that the low pricing was the driver behind exploring a bilateral contract, and that Biomass One's understanding from prior discussions had been that all terms in the existing PPA, including pricing, would be extended for six months while Biomass One continued to pursue bilateral contracting and other procurement opportunities.

38. On June 9, 2026, Biomass One expressed concern that PacifiCorp's standard avoided cost prices were "half of what would be required and do not reflect

[Biomass One's] unique [renewable portfolio standard ("RPS")] compliant firm, dispatchable, west side load adjacent, 2+ months of stored energy capabilities."

39. On June 9, 2026, Biomass One also expressed concern that PacifiCorp had informed Biomass One that if Biomass One's PPA expired, Biomass One would lose its interconnection and would have to reinitiate the interconnection process.

40. On June 9, 2026, PacifiCorp responded to Biomass One, agreeing with Biomass One's concerns in paragraphs 38 and 39.

41. On June 16, 2026, PacifiCorp presented Biomass One with two potential paths forward: 1) wait until the Commission's anticipated update to published PURPA avoided cost pricing in August or September 2026 and pursue an agreement based on the updated rates; or 2) proceed under PacifiCorp's then-current avoided-cost rates.

42. On June 17, 2026, Biomass One responded to PacifiCorp, explaining that Biomass One had sought an extension of its existing PPA, that published avoided cost prices were significantly below cost of operation, and that Biomass One may need to plan for a possible suspension of operations in January 2027.

43. Biomass One's June 17, 2026 email noted that possible suspension of operations in January 2027 would include outreach to fuel suppliers and employees and a fairly immediate suspension of in-woods residual gathering operations because that high-cost fuel would be surplus to needs if Biomass One suspended operations.

44. On June 18, 2026, Biomass One requested PacifiCorp provide indicative pricing pursuant to Section B.1 of PacifiCorp's Oregon Non-Standard Avoided Cost Rate Schedule. Biomass One explained that it had previously provided the general project

information necessary to develop indicative pricing through its December 2025 Non-Conforming Informational Response to PacifiCorp's SSR RFP.

45. Biomass One's June 18, 2026 indicative pricing request included a request for non-renewable avoided-cost pricing using the Partial Displacement Differential Revenue Requirement ("PDDRR") methodology established under Commission Order No. 16-174, renewable avoided-cost pricing consistent with Commission Order Nos. 07-360 and 18-131, and pricing under PacifiCorp's newly proposed avoided cost rates in Docket No. UM 2436.

46. Biomass One's June 18, 2026 indicative pricing request also included a request that PacifiCorp include in the pricing 14 additional values Biomass One provides to PacifiCorp and its customers, including:

- Savings due to transmission and distribution system upgrades that can be avoided or deferred as a result of Biomass One's location relative to PacifiCorp's proxy plant;
- Line loss savings;
- Avoided integration costs;
- Avoided fossil fuel price risk;
- High reliability on an expected forward-looking basis;
- Dispatchability benefits on a probabilistic, forward-looking basis;
- Willingness to negotiate the time periods when Biomass One will schedule outages and the advance notification requirement for such outages to benefit PacifiCorp;
- Renewable Energy Certificate value;

- SSR obligation contributions;
- Resource adequacy benefit with several months of fuel reserves;
- A twelve-month bridge contract keeps the 28.5 MW plant operational until a long-term PPA can be negotiated and executed so that Biomass One's benefits are realized for customers long-term;
- Locational value in a load pocket and deliverability to load without additional transmission costs;
- Wildfire mitigation value - Recognizing that while the Commission did not approve a wildfire mitigation adder for standard avoided cost contracts, the Commission noted in Order No. 26-021, "we are not dismissing the contribution that biomass facilities can provide in the state of Oregon.... we agree that biomass facilities may enable utilities to defer wildfire mitigation costs." As such, the mitigated wildfire costs should be incorporated into the pricing for Biomass One; and
- Clean premium to the avoided energy cost based on locational marginal prices.

47. The 14 additional values represent costs PacifiCorp avoids or are other benefits to PacifiCorp and its customers as a result of PacifiCorp's purchase of Biomass One's net output.

48. Biomass One's June 18, 2026 indicative pricing request also requested the methodology, calculations, model, and supporting workpapers used to develop PacifiCorp's pricing.

49. Biomass One's June 18, 2026 indicative pricing request asked PacifiCorp to provide the indicative pricing and supporting information by July 2, 2026, 30 days after Biomass One's initial June 2 request for a QF PPA.

50. On June 19, 2026, PacifiCorp responded to Biomass One's June 18, 2026 indicative pricing request stating, "[w]e can certainly send the data off for a pricing calculation…" PacifiCorp's response also stated that Biomass One would need to work with PacifiCorp Transmission regarding the expiring interconnection agreement prior to PacifiCorp calculating indicative pricing.

51. On June 22, 2026, Biomass One responded to PacifiCorp that it understood it would need to address the IA but that PacifiCorp should not hold up the PPA process, including providing indicative pricing, for that reason. Biomass One's June 22, 2026 email attached communication between Biomass One and PacifiCorp from November 2025 in which Biomass One requested that PacifiCorp explain the process required to maintain its interconnection position in the event that Biomass One either negotiates a renewal or extension of the existing PPA.

52. On June 22, 2026, PacifiCorp responded that it would provide indicative pricing by July 22, 2026, 30 days from the date of that communication.

53. July 22, 2026 is more than 30 days after the initial indicative pricing request made on June 18, 2026.

54. Biomass One's June 22, 2026 response also requested PacifiCorp confirm PacifiCorp would provide:

> "1. indicative pricing under current and expected renewable and nonrenewable avoided cost prices (non-renewable pricing using the

PDDRR methodology as approved by Commission Order No. 16-174 as well as renewable pricing based on the methodologies consistent with Commission Order Nos. 07-360 and 18-131 for both the currently effective rates and the newly proposed rates in UM 2436),

2. a description of the methodology used to develop the prices,

3. how PacifiCorp calculated the avoided costs, and

4. a copy of the PDDRR model utilized by PacifiCorp, including all workpapers and files used to calculate prices."

55. On July 24, 2026, PacifiCorp confirmed that as long as a valid PPA or LEO is in place and the QF status is maintained, then Biomass One's interconnection agreement will remain valid and will not lapse.

56. On July 24, 2026, PacifiCorp provided its Indicative Pricing Letter, stating that the underlying workpapers supporting its pricing would be provided following execution of a Non-Disclosure Agreement ("NDA").

57. [redacted]

58. In the interim, PacifiCorp and Biomass One continued to negotiate a bilateral, non-QF PPA.

Bilateral Negotiations

59. On August 6, 2026, Biomass One and PacifiCorp met to discuss a bilateral, non-QF PPA.

60. Between August 6 and August 27, 2026, Biomass One and PacifiCorp pursued the possibility of a negotiated bilateral, non-QF agreement that could provide for continued operation of the project.

61. On August 27, 2026, PacifiCorp informed Biomass One that it was ceasing negotiations for a bilateral, non-QF PPA.

Return to PURPA Extension Negotiations

62. On August 31, 2026, Biomass One restarted the QF PPA renewal process. Biomass One explained that, because the PURPA extension discussions had been placed on hold while the parties pursued a bilateral agreement, the parties needed to proceed expeditiously to make up for the time spent pursuing the bilateral, non-QF PPA.

63. On September 1, 2026, PacifiCorp provided Biomass One a draft QF PPA based on the Standard Form PPA.

64. [redacted]

65. [redacted]

66. [redacted]

[redacted]

67. [redacted]

68. [redacted]

69. [redacted]

70. [redacted]

71. [redacted]

72. [redacted]

73. [redacted]

74. [redacted]

75. [redacted]

76. [redacted]

77. [redacted]

78. [redacted]

79. [redacted]

[redacted]

80. [redacted]

81. [redacted]

82. [redacted]

83. [redacted]

84. [redacted]

85. [redacted]

86. [redacted]

87. [redacted]

88. [redacted]

89. [redacted]

90. [redacted]

91. [redacted]

92. [redacted]

93. [redacted]

94. [redacted]

95. [redacted]

96. On October 28, 2026, Biomass One emailed PacifiCorp to confirm that execution of a new PPA would keep the existing IA in effect.

97. On November 2, 2026, Biomass One emailed both the merchant and interconnection functions of PacifiCorp, notifying PacifiCorp that Biomass One intended to file a Complaint narrowly focused on the pricing dispute under the PPA.

98. Biomass One's November 2, 2026 email also requested answers to three questions:

- Would PacifiCorp accept delivery of Biomass One's output at avoided cost prices proposed by PacifiCorp, subject to true-up, during the pending dispute proceedings?
- Are avoided cost prices offered by PacifiCorp confidential?
- Requesting PacifiCorp inform Biomass One if PacifiCorp disagreed with Biomass One's position that no changes needed to be made regarding the IA because Biomass One would be delivering its output under a LEO.

99. On November 3, 2026, PacifiCorp responded to Biomass One's October 28, 2026 email, stating, "If the current PPA with PacifiCorp is allowed to expire without a new PPA being executed, even for one day, the Interconnection Agreement is

terminated per section 2.2 of the interconnection agreement. . . . If the interconnection agreement terminates, the generating facility will have to immediately cease operation, and a new application will have to be submitted in September 2027 to start the process to interconnect the facility. The outcome of that is likely years of waiting and potentially millions of dollars in upgrades."

100. On November 4, 2026, Biomass One emailed and sent by certified mail a Demand Letter to PacifiCorp requesting written confirmation that:

- Biomass One's existing IA will not be terminated solely because the parties have not executed a renewal PPA by January 1, 2027, provided that Biomass One continues to sell power to PacifiCorp under a LEO;
- Biomass One will not be required to cease operations or initiate a new interconnection application solely as a consequence of the unresolved PPA pricing dispute; and
- PacifiCorp will continue to accept Biomass One's generation under an interim arrangement while the parties pursue Commission resolution of the outstanding pricing dispute.

101. On November 6, 2026, Biomass One partially executed a PPA, which included all terms that were previously agreed to by both Biomass One and PacifiCorp, except pricing.

102. On November 9, 2026, PacifiCorp stated that, "[t]he expiration of Biomass One's existing PPA on December 31, 2026 will not require Biomass One to cease operation, submit a new interconnection request, or reenter the interconnection queue, provided that the parties have executed an amended interconnection agreement prior to that date," that

PacifiCorp would work in good faith with Biomass One to amend the IA term before December 31, 2026, and that, "PacifiCorp will not require new interconnection studies or upgrades prior to executing the amendment, absent a material modification to the existing facility or another independently applicable requirement."

103. PacifiCorp's November 9, 2026 communication also stated that PacifiCorp would "not contest that Biomass may establish a LEO to sell at" any of PacifiCorp's previously offered-avoided cost rates.

104. [redacted]

VII. INFORMATION REQUIRED BY OAR 860-029-0100

105. [redacted]

106. Biomass One attempted negotiations with PacifiCorp through exchange of information, email dialogue, two technical virtual conferences and ongoing discussion. These efforts are included in the factual descriptions above.

107. A proposed agreement, encompassing all matters, including those on which PacifiCorp and Biomass One have reached agreement, and the pricing exhibit in dispute, is attached to this Complaint as Attachment A.

108. Written direct testimony from Shannon Souza, Kurt Lumpkin, Steve Courtney, Henry Tilghman, and Dr. Lance Kaufman are provided separately and filed as

Exhibits 100, 200, 300, 400, and 500 respectively. Each of those testimonies includes information upon which Biomass One's claims in this Complaint are based.

109. The only unresolved term in the Biomass One PPA is the avoided cost pricing upon which Biomass One will receive compensation for its electrical output for the one-year contract.

110. Biomass One's position on the pricing dispute is that the average weighted avoided cost rate for the one-year non-standard PPA should be $121.37/MWh.

111. PacifiCorp's position on the pricing dispute, to the extent known, is that the average annual avoided cost price for Biomass One should be [redacted]. Biomass One understands PacifiCorp's positions to be:

a. There are no avoided transmission costs because PacifiCorp's proxy resources are located on-system;

b. The SSR adder does not apply to avoided cost rates prior to the effective date of UM 2436-based prices;

c. Wildfire mitigation costs are outside the scope of PURPA;

Biomass One does not know PacifiCorp's position on:

d. Updating PacifiCorp's proxy capacity costs to reflect costs in the 2025 IRP Update; or

e. Assigning Biomass One a higher capacity contribution.

VIII. LEGAL CLAIMS

Complainant's First Claim for Relief

Biomass One is entitled to relief because PacifiCorp has not offered Biomass One non-standard avoided cost pricing as required by Oregon law.

112. Complainant re-alleges all the preceding paragraphs.

113. PacifiCorp is obligated to purchase a QF's net output that is directly or indirectly made available to PacifiCorp. 18 C.F.R. § 292.303.

114. PacifiCorp is a public utility subject to the jurisdiction of the Commission and Oregon laws and administrative rules implementing PURPA.

115. PacifiCorp is required to offer to purchase energy and capacity from a QF at no less than PacifiCorp's avoided costs. ORS 758.525(2).

116. "Avoided cost" means "the incremental cost to an electric utility of electric energy or energy and capacity that the utility would generate itself or purchase from another source but for the purchase from a [QF]." ORS 758.505(1). *See also* 18 C.F.R. § 292.101(b)(6).

117. PacifiCorp's avoided cost prices offered to Biomass One must account for the characteristics of Biomass One and the costs avoided by the utility, including the availability of energy and capacity, reliability, the ability to defer capacity additions or reduce other resource costs, the ability to schedule outages in coordination with the utility, line-loss savings, and the ability to reduce the use of fossil fuels. OAR 860-029-0040(5).

118. PacifiCorp's avoided cost prices must also take into account the facility's contribution to PacifiCorp's compliance with Oregon's small-scale renewable requirement under HB 2021. Docket No. UM 2000, Order No. 26-021.

119. PacifiCorp's avoided cost prices must also take into account avoided transmission costs necessary to move energy from both off-system and on-system resources. Docket No. UM 1610, Order No. 16-174 (establishing that a QF can rebut the presumption that on-system resources do not incur transmission costs).

120. PacifiCorp's avoided cost prices must account for line losses associated with transmission of proxy resources to Oregon load. OAR 860-029-0040(5)(d).

121. PacifiCorp's avoided cost prices offered to Biomass One violate Oregon Administrative Rules because they do not include proper calculations of costs avoided but for the purchase of Biomass One's net output.

122. Biomass One is entitled to relief because PacifiCorp's avoided cost prices offered to Biomass One do not include the full costs avoided by PacifiCorp but for the purchase of Biomass One's net output.

123. Biomass One is entitled to relief because Biomass One's proposed avoided cost prices more accurately measure the costs that PacifiCorp will avoid as a result of purchasing Biomass One's net output.

Complainant's Second Claim for Relief

Biomass One is entitled to relief because PacifiCorp's proposed pricing is not just and reasonable.

124. Complainant re-alleges all the preceding paragraphs.

125. The Oregon Legislature has declared that rates for purchases by an electric utility from a QF should, over the term of the contract, be just and reasonable to the utility's consumers and the QF and in the public interest. ORS 758.515(2)(b).

126. Consistent with that legislative policy, OAR 860-029-0040(1) requires rates for purchases from QFs to be just and reasonable to the public utility's customers, in the public interest, and otherwise be in accordance with the requirements of that rule.

127. PacifiCorp's proposed avoided cost pricing is not based on a reasonable determination of the costs that PacifiCorp will actually avoid by continuing to purchase Biomass One's output.

128. Biomass One is entitled to relief because PacifiCorp's proposed avoided cost pricing produces a rate that is inconsistent with Oregon's statutory and regulatory requirements governing QF purchases.

Complainant's Third Claim for Relief

Biomass One is entitled to relief because PacifiCorp did not include avoided transmission costs in avoided cost prices presented to Biomass One.

129. Complainant re-alleges all the preceding paragraphs.

130. Commission Order No. 16-174 establishes a rebuttable presumption that there are no avoided transmission costs when the utility's proxy resources are on-system. Docket No. UM 1610, Order No. 16-174 at 8.

131. To rebut the presumption, a QF "must demonstrate that a renewable proxy resource has incremental transmission costs that can actually be avoided by the purchase of QF energy." Docket No. UM 1610, Order No. 16-174 at 8.

132. Biomass One has provided evidence to PacifiCorp and the Commission that PacifiCorp's proxy resources incur transmission costs to move the generated electricity to Oregon load.

133. PacifiCorp did not include the cost of transmission in avoided costs presented to Biomass One.

134. Biomass One's proposed prices include the avoided cost of transmission incurred by PacifiCorp but for the presence of Biomass One.

135. Biomass One is entitled to relief because Biomass One has effectively rebutted the presumption that PacifiCorp does not incur transmission costs to move electricity from on-system resources, but PacifiCorp does incur costs for out-of-state proxy resources.

136. Biomass One is entitled to relief because PacifiCorp's avoided costs do not include the avoided cost of transmission.

Complainant's Fourth Claim for Relief

Biomass One is entitled to relief because PacifiCorp did not apply an 8% SSR adder to its avoided cost prices presented to Biomass One.

137. Complainant re-alleges all the preceding paragraphs.

138. The Commission approved an SSR adder of 8% for standard avoided cost prices in Order No. 26-021. Docket No. UM 2000, Order No. 26-021 at 33.

139. Non-standard avoided cost prices are based on standard avoided cost prices. Docket No. UM 1610, Order No. 14-058 at 8.

140. PacifiCorp did not include an SSR adder in the avoided cost prices proposed to Biomass One.

141. Biomass One is entitled to relief because PacifiCorp did not apply an SSR adder of 8% as required by Commission Order.

Complainant's Fifth Claim for Relief

Biomass One is entitled to relief because PacifiCorp did not apply a 15% SSR adder to its avoided cost prices presented to Biomass One.

142. Complainant re-alleges all the preceding paragraphs.

143. Order No. 26-021 allowed for the SSR adder to "be revisited if evidence demonstrates that it should be lower or higher in the future." Docket No. UM 2000, Order No. 26-021 at 33.

144. Evidence demonstrates that the SSR adder should be no less than 15% for a non-standard QF contract.

145. Biomass One is entitled to relief because PacifiCorp did not apply an SSR adder of 15% as evidenced and allowed for by Commission Order.

Complainant's Sixth Claim for Relief

Biomass One is entitled to relief because the operation of Biomass One reduces PacifiCorp's wildfire risk and wildfire mitigation costs.

146. Complainant re-alleges all the preceding paragraphs.

147. Commission Order No. 26-021 left open the possibility for a biomass facility such as Biomass One to negotiate a non-standard QF contract that includes wildfire mitigation efforts. Docket No. UM 2000, Order No. 26-021 at 42.

148. Biomass One's operation directly reduces wildfire risk by using wildfire mitigation treatment residuals for fuel.

149. Biomass One's operation directly reduces wildfire risk by collecting woody debris from local residents, including those that live adjacent to PacifiCorp's infrastructure.

150. Biomass One's operation reduces PacifiCorp's wildfire mitigation costs by removing slash piles and other residual forest waste.

151. Biomass One's operations reduced PacifiCorp's wildfire insurance costs by decreasing the risk of wildfire by removing slash piles and other residual forest waste.

152. PacifiCorp did not include Biomass One's wildfire mitigation efforts in its avoided cost calculations.

153. Biomass One included offsets to PacifiCorp's wildfire mitigation efforts and wildfire insurance premiums in its proposed avoided costs.

154. Biomass One is entitled to relief because PacifiCorp did not include Biomass One's wildfire mitigation efforts as allowed by Commission Order No. 26-021.

Complainant's Seventh Claim for Relief

Biomass One is entitled to relief because PacifiCorp did not include more recent avoided capacity costs.

155. Complainant re-alleges all the preceding paragraphs.

156. Avoided costs include the incremental costs of electric energy or capacity, or both, that PacifiCorp would generate itself or purchase from another source but for its purchases from the generator. 18 C.F.R. § 292.101(b)(6).

157. Avoided capacity costs for the non-renewable rate are based on the costs of a gas-fired simple cycle combustion turbine as modeled in PacifiCorp's most recently acknowledged IRP. Docket No. UM 1129, Order No. 05-584.

158. Avoided capacity costs for the renewable rate are to be based on the costs of the next avoidable major renewable resource in the utility's IRP. Docket No. UM 1396, Order No. 11-505.

159. PacifiCorp used the capacity value of a simple cycle combustion turbine based on its 2023 IRP.

160. PacifiCorp's 2025 IRP update demonstrates that the costs of a simple cycle combustion turbine have increased 55 percent.

161. Biomass One is entitled to relief because PacifiCorp did not use its 2025 IRP to establish avoided capacity cost, arbitrarily and unreasonably decreasing the avoided cost rate.

162. Biomass One is entitled to relief because PacifiCorp's failure to incorporate the most recent applicable avoided capacity costs violates its obligations under PURPA and Oregon law.

Complainant's Eighth Claim for Relief

Biomass One is entitled to relief because PacifiCorp did not properly account for the capacity value of Biomass One.

163. Complainant re-alleges all the preceding paragraphs.

164. Avoided costs must account for the capacity value of a QF, including the availability of energy or capacity from a QF during the system daily and seasonal peak periods. OAR 860-029-0040(5).

165. In providing the non-standard avoided cost rate for Biomass One, PacifiCorp used the capacity contribution of a natural gas fired simple cycle combustion turbine.

166. Biomass One is likely to provide more reliability than a simple cycle combustion turbine because it maintains months of fuel storage on site.

167. PacifiCorp's simple cycle combustion turbines have experienced and are likely to experience fuel shortages during peak needs.

168. Biomass One is entitled to relief because PacifiCorp did not properly value Biomass One's capacity contribution in violation of Oregon law.

169. Biomass One is entitled to relief because Biomass One's capacity contribution is higher than that of a simple cycle combustion turbine.

Complainant's Ninth Claim for Relief

Biomass One is entitled to relief because PacifiCorp has threatened to terminate Biomass One's Interconnection Agreement.

170. Complainant re-alleges all the preceding paragraphs.

171. PacifiCorp is required to interconnect a QF for the provision of electricity from the QF to PacifiCorp. OAR 860-029-0030(3).

172. Biomass One executed an IA with PacifiCorp in 2011.

173. The IA acknowledges that:

- Biomass One is an existing facility with an existing interconnection with PacifiCorp;
- No new interconnection facilities, metering equipment, network upgrades, or distribution upgrades are required for PacifiCorp Network Resource Interconnection Service to Biomass One;

- All necessary studies were completed prior to the effective date of the IA and no new studies are required absent material modification to Biomass One. IA § 2.8.

174. The IA states, "Termination or Default of this [IA] for any reason by [Biomass One] shall not constitute a waiver of [Biomass One's] legal rights to obtain an interconnection from [PacifiCorp]." IA § 30.6.

175. Biomass One and PacifiCorp have interpreted the IA to be in effect as long as Biomass One maintains uninterrupted legal obligations to deliver its output to PacifiCorp.

176. Biomass One is allowed to provide electricity to PacifiCorp under a LEO. OAR 860-029-0040(3)(b).

177. Interconnection customers are not required to submit an interconnection request for an existing facility unless the interconnection customer proposes to increase the capacity of, or make material modifications to, the operating characteristics of the interconnected facility. PacifiCorp Large Generator Interconnection Procedures § 3.1.

178. Biomass One's IA states "the [Commission] has regulatory authority over the interconnection of [Biomass One] with [PacifiCorp's] Transmission System." IA § 2.3.

179. The Commission recently revised PacifiCorp's Large Generator Interconnection Agreement ("LGIA"), including § 2.2 Term of Agreement, to align with the FERC-approved LGIA, which allows for the IA to be automatically renewed for one-year periods following the initial contract period. Docket No. UM 2351, Order No. 25-

355 at Appendix A, page 10. *See also* FERC *Pro Forma* LGIA, § 2.2 Term of Agreement.

180. Biomass One has been operating since 1987.

181. Biomass One and PacifiCorp executed a new IA in 2011.

182. PacifiCorp and Biomass One have agreed that the IA remains in effect as long as Biomass One continually delivers its output to PacifiCorp under a PPA or LEO.

183. Biomass One executed a renewal PPA on November 6, 2026.

184. PacifiCorp did not execute the PPA.

185. Biomass One has a LEO requiring Biomass One to sell electricity to PacifiCorp and PacifiCorp to accept delivery of that electricity.

186. Biomass One is not proposing to increase the capacity of, or make material modifications to, its already interconnected generation facility.

187. Biomass One is entitled to relief because PacifiCorp cannot use the transmission side of its business to force Biomass One to execute a PPA on PacifiCorp's terms.

188. Biomass One is entitled to relief because PacifiCorp's termination of Biomass One's IA could lead to Biomass One permanently shutting down, eliminating 28.5 MW of renewable, SSR-eligible, baseload electricity from PacifiCorp's portfolio.

IX. PRAYER FOR RELIEF

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

1. Finding that relief is warranted due to PacifiCorp's failure to include incremental costs to PacifiCorp of electric energy or energy and capacity that the utility

would generate itself or purchase from another source but for the purchase from Biomass One.

2. Finding that Biomass One is entitled to a renewal non-standard PPA that includes the full avoided costs incurred by PacifiCorp but for the purchase of Biomass One's net output.

3. Finding that PacifiCorp's proposed pricing methodology excluding avoided transmission costs does not comply with Oregon's avoided cost requirements.

4. Finding that PacifiCorp's proposed pricing methodology excluding the 8% SSR adder does not comply with Oregon's avoided cost requirements.

5. Finding that the SSR adder for Biomass One should be 15%.

6. Finding that PacifiCorp's proposed pricing methodology excluding wildfire mitigation costs does not comply with Oregon's avoided-cost requirements.

7. Finding that PacifiCorp's proposed pricing methodology failed to apply updated capital costs of capacity resources.

8. Finding that PacifiCorp's proposed pricing methodology failed to properly account for Biomass One's capacity contribution.

9. Finding that Biomass One's proposed pricing of $121.37/MWh accurately reflects PacifiCorp's avoided costs over the one-year contract.

10. Prohibiting PacifiCorp from terminating Biomass One's Interconnection Agreement.

11. Granting any other such relief as the Commission deems necessary.

Dated this 10th day of November 2026.

Respectfully submitted,



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ATTACHMENT A

EXECUTED POWER PURCHASE AGREEMENT BETWEEN

BIOMASS ONE, L.P. AND PACIFICORP

ATTACHMENT A IS CONFIDENTIAL IN ITS ENTIRETY