From: Cartwright Solar I
To: Tech Forum
Cc: EChristensen@bdlaw.com
Subject: OBJECTION TO TC-27 SETTLEMENT - By CARTWRIGHT SOLAR I LLC
Date: Friday, October 16, 2026 4:47:48 PM

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BPA,

Cartwright Solar I LLC (Owner) is the owner of the Cartwright Solar I photovoltaic facility (Facility), which is an interconnection to the BPA transmission system and is inside the BPA Balancing Authority Area. The owner and facility are dependent upon Bonneville transmission service policies, including long-term firm, short term firm, non-firm, and redirection of existing affiliated and non-affiliated transmission rights in order to effectuate delivery of output under Owner's power purchase agreement with Seattle City Light. Owner's interests, obligations, and economic are directly and indirectly harmed by the proposed TC-27 policies, across myriad elements. These relate not just to LTF service products, offerings, and directly changed policies, and the de facto and de juris consequences of LTF and CF policy and offerings, and obstruction and/or impairment of ability of Owner, affiliates, and service providers in the market to secure (or ever, knowably, receive even consideration or a study) LTF redirects, but also the direct and indirect impacts of the TC-27 policies on short-term, non-firm, redirects, products, and the ATC and availability, relative to historical levels and availability, which must be presumed, including per BPA's own recognition and admission in non-settlement TC-27 and/or other venues, to materially adversely affect the transmission ATC availability, curtailment exposures, among other issues, as a result of the proposed CFS product issuance to competitors. The TC-27 policies are discriminatory and capricious in nature, and appear to offer probability of service offers to certain customers, or even the ability to be considered, based on backward looking changes to policies, discrimination in favor of incumbents, and some parties at the expense of others, including based on not factually defensible assumptions, and imposition of new costs and fees and terms and conditions, as well as revisions materially affecting the rights of transmission customers ability to use or pursue new or existing transmission service and their customary uses, on parties materially inconsistent with those applicable at the time of existing requests and prior to the date of the Record of Decision. The proposal and the information supporting the public filings by BPA lacks factual basis, analytical basis, and other justification to substantiate the proposal on its facial terms, much less to demonstrate either material benefits or that the harms imposed on myriad market participants -- including generation owners, power marketer, ESS's, traders, LSEs, generation owners, transmission customers, service providers (including parties that Owner relies on for its generation and obligations) -- are addressed, much less reasonable or merited, including as relates numerous practical and legal standards and considerations which must be considered, and are not. As such, the settlement proposal, each of its sections, and the cumulative effect are objected to by Company, including on grounds of discrimination (across multiple dimensions of stakeholders, from interconnection customers to transmission customers, operators, market participants, LSEs, among others), lack of reasonable or just basis, failure to consider harms, failure to comply with NEPA consideration, pre-decisional determinations embedded and/or unsupported and/or unsupportable. Real financial harm and damages are resultant from the proposed actions and failure of BPA to proceed with studies under its existing authority, without such changes, to Owner, among others.

Authorized Representative
Cartwright Solar I LLC