Dear Bonneville,

Tygh Valley Solar I LLC ("Tygh Valley") objects to the proposed TC-27 settlement and Transition Planning Process. Tygh Valley comes to this proceeding in two roles at once. It is a transmission customer, holding confirmed long-term firm service and pending requests on the Bonneville Power Administration (BPA) system, and it is an interconnection customer, with a 20 MW small generator interconnection request (SGIR) with BPA. The settlement injures Tygh Valley in each role, and the injuries compound: the generator cannot reach buyers without transmission, and the same freeze that strands Tygh Valley's transmission portfolio strands its generator. Tygh Valley is a member of the PRITCA coalition and adopts and incorporates by reference, in full, the opposition and comments PRITCA filed today. This letter sets out the facts and harms specific to Tygh Valley.

Tygh Valley's Position on the BPA System Quantity:

TRANSMISSION

Confirmed long-term firm service: 140 MW

Pending new-service TSRs: 420 MW

Pending long-term redirects: 80 MW (All submitted after the eligibility cutoff)

Total transmission position: 640 MW

INTERCONNECTION

Small generator interconnection request (SGIR) 20 MW

Every one of these positions was requested, and capital committed against it, under the tariff, business practices, and study and interconnection processes in effect at the time. Those rules let Tygh Valley redirect confirmed service, defer it when needed, have its pending requests studied in queue order, and expect that an interconnected generator could obtain transmission on comparable terms. The settlement changes each of those rules after the fact.

In brief, Tygh Valley objects because the settlement:

freezes the 140 MW of confirmed service and excludes all 80 MW of Tygh Valley's pending redirects, because every one was submitted after the eligibility cutoff;

exposes 420 MW of pending requests to removal, subordination, and new retroactive requirements, with no option to keep the original queue position;

leaves Tygh Valley's 20 MW generator carrying interconnection costs and obligations with no assurance of transmission in any known timeframe, while favoring incumbents and select interconnection designations;

reduces available transfer capability and raises curtailment risk across the firm, short-term, non-firm, and redirected products Tygh Valley relies on; and

departs from open-access principles without a record showing that its benefits outweigh these harms.

PART I: HARM TO TYGH VALLEY AS A TRANSMISSION CUSTOMER

Confirmed service

1. Redirects are frozen, and none of Tygh Valley's qualify. Redirect rights are part of what makes firm transmission valuable. Under the settlement, long-term redirects that require study remain effectively frozen, and only those submitted before the eligibility cutoff may be considered in the transition. Tygh Valley's 80 MW of pending redirects were all submitted after that date, so the transition offers them nothing, and its 140 MW of confirmed service is locked in place. That result is hard to square with BPA's new conditional firm and flowgate methodology, which is well suited to evaluating exactly these requests. Customers that need firm delivery for resource adequacy and clean energy compliance go without it, and transactions that would use existing transmission more efficiently cannot proceed. (Settlement §§ 2.a.i, 2.a.i.1, 2.b.xi.)

2. Deferral now costs Tygh Valley its place. Tygh Valley cannot defer underlying service without first withdrawing its pending redirects and forfeiting their priority. That rule was workable when BPA studied redirects regularly. With those studies halted, every withdraw-and-refile cycle simply moves Tygh Valley further back. Tygh Valley accepted the risk that a redirect study could come back negative; it did not accept that redirects would go unstudied indefinitely. (Settlement § 2.e.ii and related business practices.)

3. Less ATC, more curtailment. Conditional firm awards to other parties, combined with the limits on redirects, can be expected to reduce available transfer capability and increase curtailment of Tygh Valley's firm, short-term, non-firm, and redirected service. BPA has acknowledged that it has not quantified these effects on the short-term ATC market. (Settlement §§ 2.a.ii, 2.d.iii, 2.d.iv, 2.e.i.)

4. The settlement picks winners and losers. Conditional firm service goes to competitors while redirects are frozen and existing requests are relegated. By reallocating queue value, transmission capacity, and market access among similarly situated customers, the

settlement alters competitive market dynamics and confers undue preference on select customers and resource classes, contrary to open-access principles.

Pending requests

5. Removal and relegation without an exit. The settlement permits BPA to remove, reorder, or subordinate existing TSRs that do not satisfy the new criteria or do not enter the conditional firm process on BPA's terms. For Tygh Valley's 420 MW of pending requests, being moved gigawatts back in the queue has the same commercial effect as removal. Nothing in the settlement lets a customer decline the transition process and keep its original timestamp and queue position. (Settlement §§ 2.b.ii, 2.b.iv, 2.b.v, 2.b.vi, 2.b.x, 2.c.ii, 2.c.vii, 2.d.iv.)

6. New rules for old requests. New data exhibit, validation, maturity, and continuing compliance requirements are applied to requests BPA already accepted, with cure periods that cannot realistically be met. A customer that makes a conforming change to a TSR, such as a revised POR/POD or start date, to match an updated data exhibit loses its timestamp for doing so. (Settlement §§ 2.b, 2.b.i, 2.b.ii, 2.b.iii, 2.b.iv, 2.b.viii, 2.b.xii.)

7. Eligibility is uneven. The framework favors incumbent generators, late-stage interconnection requests, and designated locations, and limits the use of virtual hubs. Load maturity depends on BPA completing its own system impact studies, which the customer cannot control. Later and preferred requests can therefore obtain long-lived transmission rights ahead of earlier, similarly situated requests like Tygh Valley's. (Settlement §§ 2.a.i.2, 2.a.i.3, 2.b.v, 2.b.vi, 2.b.vii.)

8. Service should not hinge on a single load or generator. Even as a generator owner, Tygh Valley does not believe the right to transmission service should be contingent on a specific load or generator. Point-to-point service exists so customers can move power between points for a range of commercial needs: market hubs, load-serving entities, storage, and multiple suppliers over time. Tying each request to one resource or load undermines the flexibility and commercial viability of requests, discourages transactions that would serve the region, and leaves transmission underused.

9. No date for studying actual requests. BPA commits to a new planning framework by November 2029, but not to studying actual TSRs by any date. Nothing prevents that framework from prioritizing system-level studies or omitting TSR-specific studies altogether, leaving Tygh Valley's pending requests unresolved for many years. (Settlement §§ 1.3, 2.a.iii, 3.f.)

10. The conditional firm offer is undefined and costly. Tygh Valley would be asked to pay fees, post security, and risk forfeitable deposits for a product whose managed constraints, relieved flowgates, and mitigation priorities have not been identified. The initial 24-month

service-start window is narrow enough that later requests can effectively leapfrog earlier ones in subsequent windows. (Settlement §§ 2.c.iv, 2.c.v, 2.c.vi, 2.c.vii, 2.d.ii, 2.d.v.)

PART II HARM TO TYGH VALLEY AS AN INTERCONNECTION CUSTOMER

11. Interconnection is cut loose from transmission. Tygh Valley has invested time and capital in BPA's interconnection process for its 20 MW facility, including study agreements, deposits, and milestone obligations, in reliance on the transmission policies in effect when it entered that process. The settlement changes how long-term firm requests are evaluated, queued, and processed, leaving Tygh Valley to carry interconnection costs and obligations with no reasonable assurance that transmission service will be studied or offered in a known timeframe.

12. Small generators are left on the wrong side of the line. The settlement's criteria, queue management changes, and interim conditional firm offerings appear to favor certain incumbent generators, designated requests, and other select customers, based on backward-looking policy changes rather than a demonstrated ability to take service or deliver new generation. To the extent those designations turn on large generator interconnection status, a small generator such as Tygh Valley's receives no recognition for its progress in the interconnection process, while competitors receive conditional firm service.

13. Offtake depends on deliverability. Utility and corporate buyers require firm, deliverable energy. By delaying, conditioning, or narrowing access to long-term firm service and redirects, the settlement prevents Tygh Valley from offering buyers credible delivery and places it at a disadvantage against resources favored by the new criteria. A generator that cannot obtain transmission on known, reasonable, and non-discriminatory terms cannot readily secure a power purchase agreement or financing, however far along it is in interconnection.

14. The interim products a new generator relies on get worse. While a new generator waits for long-term firm service, it depends on short-term, non-firm, and redirected service. Those are the same products whose availability the settlement reduces and whose curtailment exposure it increases (see paragraph 3 above).

15. New costs fall hardest on small projects. The settlement imposes new fees, study costs, security, and terms on existing requests that differ materially from those in effect when the requests were submitted. For a 20 MW project, fixed fees and forfeitable deposits are a larger share of project value than for a large facility, so the same retroactive costs weigh more heavily, with no demonstrated benefit to the customer bearing them.

16. Delay puts the project at risk. By extending the period in which transmission requests are not processed, the settlement leaves Tygh Valley unable to meet commercial, financing, and interconnection milestones and raises the risk that viable clean energy projects withdraw from BPA's queue altogether, to the detriment of regional reliability and clean energy needs.

PART III OPEN ACCESS AND THE RECORD

17. The settlement is inconsistent with open access. BPA's tariff rests on the principle that eligible customers may request and receive transmission service between points on comparable, non-discriminatory terms, with requests studied and processed in queue order. The settlement instead conditions access on new eligibility screens, moves earlier requests behind later or preferred ones, and suspends study of long-term requests and redirects for an indefinite period. Each change departs from the open-access, first-come, first-served framework on which Tygh Valley relied as both a transmission customer and an interconnection customer.

18. There is no record to support it. BPA has not identified the flowgates it intends to relieve, the paths or megawatts that would be enabled, or the customers expected to benefit. Without that information, nothing shows that the settlement's benefits outweigh its costs to interconnection customers, generators, transmission customers, load-serving entities, and other market participants, or that BPA considered those harms or weighed less restrictive alternatives.

19. A future framework is not an answer. BPA points to a future planning framework and future policy development as the response to stakeholder concerns. Those assurances are not supported by data or analysis, and there is no certainty about what the framework will contain, when it will be implemented, or how it will treat the rights and requests affected now. Undefined future processes cannot justify concrete and immediate harms.

PART IV CHANGES THAT WOULD ADDRESS THESE CONCERNS

Tygh Valley believes several targeted changes would substantially address its concerns:

(a) Eligibility for redirects of confirmed service submitted through the Record of Decision, and preservation of pending redirects during deferral.

(b) A customer opt-out that preserves queue position.

(c) A date-certain, TSR-specific study of the remaining queue.

(d) Bounded TSR and data exhibit updates without loss of timestamp, and a broader initial service-start window.

PART V CONCLUSION AND RESERVATION OF RIGHTS

Tygh Valley objects to the proposed TC-27 settlement, in its individual sections and in its cumulative effect. Tygh Valley urges BPA to resume studying transmission service requests and long-term redirects under its existing authority, on open-access and non-discriminatory terms, while any changes are fully examined in the formal TC-27 proceeding. The settlement as proposed, and BPA's failure to proceed with studies under existing policies, cause real and ongoing financial harm to Tygh Valley as both a transmission customer and an interconnection customer.

Tygh Valley reserves the right to supplement these objections and to seek clarification of how the settlement terms would be implemented. Nothing in this letter waives any of Tygh Valley's rights under BPA's tariff, business practices, existing transmission service agreements and requests, interconnection agreements and requests, or applicable law. Tygh Valley expressly reserves all rights, claims, and remedies available to it, at law or in equity, with respect to the TC-27 settlement and any BPA decision adopting or implementing it, including the right to participate in and challenge the TC-27 proceeding, to seek administrative and judicial review, and to pursue any other relief available under applicable law. The absence of an objection to any specific provision in this letter shall not be construed as acceptance of that provision.

Authorized Representative

Tygh Valley Solar I LLC