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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE FORMAL COMPLAINT OF ELLIS-HALL CONSULTANTS AGAINST PACIFICORP/ROCKY MOUNTAIN POWER	Docket No. 14-035-24 ***ELLIS-HALL CONSULTANTS' COMMENTS***

INTRODUCTION

Ellis-Hall Consultants' ("Ellis-Hall") formal complaint against PacifiCorp/Rocky Mountain Power ("PacifiCorp") centers on a dispute between Ellis-Hall and PacifiCorp regarding the meaning of the Commission's August 16, 2013 Order which states: "[w]e therefore discontinue use of the Market Proxy method for determining indicative prices for Schedule 38 wind QFs going forward . . . . Therefore, future requests for indicative pricing for wind QFs under Schedule 38 will be calculated using the Proxy/ PDDRR method."

On May 22, 2013, three months before the Commission entered its August 16, 2013 Order, Ellis-Hall received indicative pricing from PacifiCorp pursuant to Schedule 38 calculated

under the approved Market Proxy method.[1] Ellis-Hall subsequently requested that PacifiCorp execute a power purchase agreement ("PPA") based on indicative pricing provided by PacifiCorp in its May 22, 2013 letter.

PacifiCorp initially refused to execute a PPA with Ellis-Hall claiming that under Schedule 38, a QF applicant was required to execute a Large Generation Interconnection Agreement ("LGIA") before obtaining a PPA. While PacifiCorp imposed the LGIA requirement on Ellis-Hall, it later waived this requirement for two of Ellis-Hall's competitors. This disparate treatment wrongfully delayed the execution of Ellis-Hall's PPA and resulted in an action before the Public Service Commission of Utah ("Commission") that is currently on appeal to the Utah Supreme Court. Because Ellis-Hall's claims of disparate treatment are before the Utah Supreme Court, they are not at issue here.

On August 16, 2013, the Commission entered an order in Phase II of Docket No. 12-035-100. In its Order, the Commission directed PacifiCorp to discontinue use of the Market Proxy pricing method and to provide indicative avoided cost pricing to wind and solar qualifying facility projects based on the Partial Displacement Differential Revenue Requirement pricing ("PDDRR") method.

The Commission, however, specifically limited its Order only to future requests for indicative pricing for wind QFs under Schedule 38, stating in part: "We therefore discontinue use of the Market Proxy method ***for determining indicative prices for Schedule 38 wind QFs going forward*** . . . . Therefore, ***future requests for indicative pricing*** for wind QFs under Schedule 38 will be calculated using the Proxy/ PDDRR method." (Emphasis added).

[1] *See* May 22, 2013 letter from Paul Clements to Kimberly Ceruti, attached as Exhibit 1.

The Commission's repeated statement that it was limiting the scope of its Order to "***future requests for indicative pricing***" was a substantive and unambiguous limitation on its Order. Tellingly, PacifiCorp previously requested that the Commission suspend the Market Proxy method and apply the PDDRR method to all QF applicants not in possession of executed PPAs. The Commission denied PacifiCorp's request in an December 20, 2012 Order, holding that PacifiCorp's position "ignores the practical realities of bringing a large wind QF project from inception to conclusion, in assuming all five projects in the queue would be able to negotiate power purchase agreements before our order in Phase Two."[2] Notably, Ellis-Hall was one of the five projects "in the queue" mentioned in the Commission's Order.[3]

Notwithstanding the language of the Commission's Orders, PacifiCorp maintained the very position the Commission rejected by refusing to execute a PPA with Ellis-Hall based on the indicative pricing provided to Ellis-Hall on May 22, 2013. PacifiCorp has wrongfully taken the position that even though Ellis-Hall received indicative pricing on May 22, 2013, because it did not currently possess an executed power purchase agreement, the Commission's Orders require PacifiCorp to provide Ellis-Hall with new indicative avoided cost pricing using the PDDRR method.[4] PacifiCorp's interpretation of the Commission's Orders is incorrect.

Ellis-Hall respectfully requests that the Commission enforce the plain language of its August 16, 2013 Order and require PacifiCorp to execute a PPA with Ellis-Hall based on the indicative pricing provided to Ellis-Hall on May 22, 2013.

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[2] *In the Matter of the Application of Rocky Mountain Power for Approval of Changes to Renewable Avoided Cost Methodology for Qualifying Facilities Projects Larger than Three Megawatts*, Dec. 20, 2012 Order, Docket No. 12-035-1002012 WL 6770997 (Utah P.S.C.), 9.

[3] Ellis-Hall entered the Queue on March 26, 2012. *See* PacifiCorp Generation Interconnection Queue, http://www.oasis.oati.com/PPW/PPWdocs/pacificorplgiaq.htm at Queue #420.

[4] *See* August 27, 2013 letter from Paul Clements to Kimberly Ceruti, attached as Exhibit 2.

ARGUMENT

I. PACIFICORP'S INTERPRETATION OF THE COMMISSION'S ORDERS DOES NOT GIVE EFFECT TO THE PLAIN MEANING OF "FUTURE REQUESTS FOR INDICATIVE PRICING."

The Commission's Order that "***for determining indicative prices for Schedule 38 wind QFs going forward . . . future requests for indicative pricing"*** will be calculated using the Proxy/PDDRR method, must be interpreted under the plain meaning and language used by the Commission. Utah law uniformly holds that language contained in orders, regulations and statutes is to be interpreted by their plain meaning and language. *See, e.g., Thomas v. Color Country Mgmt.*, 2004 UT 12 ¶ 9, 84 P.3d 1201 (stating "we look first at the plain meaning of the regulatory language, and give effect to that meaning unless the language is ambiguous."); *State v. Burns*, 2000 UT 56,¶ 25, 4 P.3d 795 ("Our primary goal in interpreting statutes is to give effect to the legislative intent, as evidenced by the plain language, in light of the purpose the statute was meant to achieve.").

All parts of the given order, regulation or statute are considered relevant and meaningful, and it is presumed that the drafter used each term advisedly and according to its ordinary meaning. *See State v. Maestas*, 2002 UT 123,¶ 52, 63 P.3d 621; *see also State v. Rincon*, 293 P.3d 1142, 1145 (Utah App. 2012) (citing *Amax Magnesium Corp. v. Utah State Tax Comm'n*, 796 P.2d 1256, 1258 (Utah 1990) (recognizing that it should be assumed that "the words and phrases used [] were chosen carefully and advisedly.")).

Undefined terms are interpreted by their ordinary meaning. *Schindler Elevator Corp. v. U.S. ex rel. Kirk*, 131 S. Ct. 1885, 1891 (2011) (citing *Gross v. FBL Financial Services, Inc.*, 557 U.S. 167, 129 S. Ct. 2343, 2350, 174 L. Ed.2d 119 (2009)); *Asgrow Seed Co. v. Winterboer,* 513

U.S. 179, 187, 115 S. Ct. 788, 130 L. Ed.2d 682 (1995) ("When terms used in a statute are undefined, we give them their ordinary meaning.").

Thus, when interpreting language, words that "are used in common, daily, nontechnical speech, should, in the absence of evidence of a contrary intent, be given the meaning which they have for laymen in such daily usage." *State v. Rincon*, 293 P.3d 1142, 1145 (Utah App. 2012), citing *Travelers/Aetna Ins. Co. v. Wilson*, 2002 UT App 221, ¶ 12, 51 P.3d 1288 (quoting *Government Emps. Ins. Co. v. Dennis*, 645 P.2d 672, 675 (Utah 1982)) (additional citation and internal quotation marks omitted).

Even where technical language is used, Utah courts will defer to an "agency's interpretation of its own regulation only if it is a reasonable interpretation of the regulatory language." *State v. Mooney*, 98 P.3d 420, 427 (Utah 2004). "Indeed, the United States Supreme Court has required that federal courts defer to the regulatory interpretation of a federal agency only if the language of the regulation 'is not free from doubt' and if the interpretation is 'reasonable' and 'sensibly conforms to the wording and purpose' of the regulation." *Id*., citing *Martin v. Occupational Safety & Health Review Comm'n*, 499 U.S. 144, 150-51, 111 S. Ct. 1171, 113 L. Ed.2d 117 (1991) (citations and quotations omitted). No deference is otherwise required. *Id*.

Here, on August 16, 2013, the Commission entered an order in Phase II of Docket No. 12-035-100. In its Order, the Commission directed that "for determining indicative prices for Schedule 38 wind QFs going forward" PacifiCorp should discontinue use of the market proxy pricing method and to provide indicative avoided cost pricing to wind and solar qualifying facility projects based on PDDRR pricing method.

The Commission's Order specifically stated that this directive applies to "***future requests for indicative pricing"*** for wind QFs under Schedule 38:

> Commission finds it appropriate ***to discontinue the use of the market proxy method for determining indicative prices for large wind QFs going forward*** . . . .***Future requests for indicative pricing*** for large wind QFs will, the commission rules, be calculated using the Proxy/PDDRR method, which has been used for other QFs previously. . . .
>
> We therefore discontinue use of the Market Proxy method ***for determining indicative prices for Schedule 38 wind QFs going forward*** . . . Therefore, ***future requests for indicative pricing*** for wind QFs under Schedule 38 will be calculated using the Proxy/ PDDRR method as has been the case for other QFs previously. . . .
>
> ***Future requests for indicative pricing*** for wind QFs under Schedule 38 shall be calculated using the Proxy/PDDRR method. . . . [5]

The Commission's repeated statement that it was limiting the scope of its Order "***for determining indicative prices for Schedule 38 wind QFs going forward*** " and "***future requests for indicative pricing"*** were a substantive and unambiguous terms that must be interpreted and applied under their plain meaning.

PacifiCorp concedes that Ellis-Hall requested and received indicative pricing pursuant to Schedule 38 on May 22, 2013. *See* May 22, 2013 letter, attached as Exhibit 1; *see also* August 27, 2013 letter from Paul Clements to Kimberly Ceruti, attached as Exhibit 2 (stating "[o]n May 22, 2013, the Company provided indicative pricing for your proposed Monticello Wind Farm project. . . ."); November 12, 2013 email from Autumn Braithwaite to Erika Tedder providing PacifiCorp's response to Ellis-Hall's informal complaint, attached as Exhibit 3 (stating "Ellis-Hall is requesting to execute a power purchase agreement ('PPA') based on ***indicative pricing***

[5] *In the Matter of the Application of Rocky Mountain Power for Approval of Changes to Renewable Avoided Cost Methodology for Qualifying Facilities Projects Larger than Three Megawatts*, August 16, 2013 Order, Docket No. 12-035-100307 P.U.R.4th 246,2013 WL 4508053 (Utah P.S.C.) at Synopsis, 10, 23.

provided by the Company in a May 22, 2013 letter. The letter was provided pursuant to Utah Schedule 38.); *see also* September 5, 2013 letter from Paul Clements to Kimberly Ceruti, attached as Exhibit 4 (stating "Your project has previously received indicative pricing . . . .").

Consequently, under the plain language of the Commission's Order, Ellis-Hall does not qualify as a "future request for indicative pricing."

Notwithstanding the language of the Commission's Order, PacifiCorp refused to execute a PPA with Ellis-Hall based on the indicative pricing provided to Ellis-Hall on May 22, 2013. Instead, PacifiCorp has taken a position that the language "future requests for indicative pricing" means that the indicative pricing provided to QF applicants including Ellis-Hall by PacifiCorp is no longer valid under the Commission's Order because Ellis-Hall did not have an executed power purchase agreement. *See* Exhibit 2 (stating "[y]our project has previously received indicative pricing but is not currently in possession of an executed power purchase agreement. Therefore, pursuant to the Commissions orders in Docket No. 12-035-100, the previously provided indicative pricing is no longer valid."); *see also* Exhibit 4 (stating "[y]our project has previously received indicative pricing but is not currently in possession of an executed power purchase agreement. Therefore, pursuant to the Commission's orders in Docket No 12-035-100 and consistent with Schedule 38, provided below is updated indicative avoided cost pricing consistent with relevant Commission orders.").

While PacifiCorp's position is an obvious misapplication of the plain language of the Commission's Order, PacifiCorp attempted to justify its position by citing language from the Commission's December 20, 2012 order in Docket No. 12-035-100 at 17-18, where the Commission "acknowledge[d] the possibility the outcome of the Phase Two hearings and the

interests of ratepayers may require the application of new avoided cost calculations for all large wind QF projects not in possession of executed power purchase agreements when the Phase Two order is issued." PacifiCorp's reliance on the Commission's statement in its December 20, 2012 Order is erroneous as a matter of law.

First, the fact that the Commission expressed the ***possibility*** that it might require the application of new avoided cost calculations for all QF projects not in possession of executed PPA is irrelevant because the Commission ultimately did not do so in its August 16, 2013 Order. Under the plain and unambiguous language of the Commission's August 16, 2013 Order, the Order applies to ***future requests for indicative pricing***.

Second, PacifiCorp fails to recognize that it previously requested that the Commission suspend the Market Proxy method and apply the PDDRR method to all QF applicants not in possession of executed PPAs. The Commission denied PacifiCorp's request in its December 20, 2012 Order, holding that PacifiCorp's position "ignores the practical realities of bringing a large wind QF project from inception to conclusion, ***in assuming all five projects in the queue would be able to negotiate power purchase agreements before our order in Phase Two***."[6]

Lastly, PacifiCorp's interpretation of Commission's Order does not give effect to the plain meaning of the language "***for determining indicative prices for Schedule 38 wind QFs going forward***" and "***future request for indicative pricing***." PacifiCorp's, the Division's and the Commission's understanding of what "determining indicative prices for Schedule 38" and a "request for indicative pricing" means is clear from prior Commission Orders. "Determining

[6] *In the Matter of the Application of Rocky Mountain Power for Approval of Changes to Renewable Avoided Cost Methodology for Qualifying Facilities Projects Larger than Three Megawatts*, Dec. 20, 2012 Order, Docket No. 12-035-1002012 WL 6770997 (Utah P.S.C.), 9 (emphasis added).

indicative prices" and a "request for indicative pricing" is understood to occur at the time the QF applicant requests indicative pricing pursuant to Schedule 38, not upon execution of a PPA. For example, various Commission Orders state:

> The Division also expresses general support for a stay of the Market Proxy method for ***wind QFs 'not in the queue' i.e., those that have not requested indicative pricing prior to the filing of RMP's Motion***. As to the five projects in the queue, if they are "similarly situated" to Blue Mountain Energy LLC ("Blue Mountain"), the Division recommends they receive Market Proxy method pricing.[7]
>
> ***The Company states it will not know specific wind profiles until QF projects provide, as required by Schedule 38, those profiles as part of their requests for indicative pricing***.[8]
>
> We find the most recently executed RFP contract, ***prior to the QF's request for indicative pricing***, will serve as the proxy against which project specific adjustments are made to produce an indicative price for wind QFs in Utah.[9]
>
> Schedule No. 38 requires the Company to provide ***indicative prices upon a QF's request***. As we have now set the method to be used, ***indicative pricing can be given by the Company for each unique request submitted by QFs***.[10]
>
> For example, as noted above, Schedule 38 requires PacifiCorp to promptly and reasonably ***process requests for indicative pricing*** and power purchase agreement terms and conditions.[11]
>
> In Docket No. 04-035-T10, we granted PacifiCorp's request to suspend the Electric Service Schedule 38 ***thirty-day time period within which PacifiCorp must provide indicative pricing once a request has been received***. . . . we hereby lift the Schedule 38 suspension approved in Docket No. 04-035-T10 so ***all QFs***

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7 *In the Matter of the Application of Rocky Mountain Power for Approval of Changes to Renewable Avoided Cost Methodology for Qualifying Facilities Projects Larger than Three Megawatts*, Dec. 20, 2012 Order, Docket No. 12-035-100, 2012 WL 6770997 (Utah P.S.C.), 4.

8 *In re PacifiCorp*, Feb. 2, 2006 Order, Docket No. 03-035-14, 2006 WL 2388172 (Utah P.S.C.), 6.

9 *In the Matter of the Application of Rocky Mountain Power for Approval of Changes to Renewable Avoided Cost Methodology for Qualifying Facilities Projects Larger than Three Megawatts*, Dec. 20, 2012 Order, Docket No. 12-035-100, 2012 WL 6770997 (Utah P.S.C.), 7; *see also In re PacifiCorp*, October 31, 2005 Order, Docket No. 03-035-14 2005 WL 3710324 (Utah P.S.C.), 12, 16 (same).

10 *In re PacifiCorp*, October 31, 2005 Order, Docket No. 03-035-14 2005 WL 3710324 (Utah P.S.C.), 12, 16.

11 *In the Matter of the Application of Rocky Mountain Power for Approval of the Power Purchase Agreement between PacifiCorp and Blue Mountain Power Partners, LLC*, November 25, 2013 Order, Docket Nos. 13-035-115, 13-035-116, 2013 WL 6220994 (Utah P.S.C.), 3.

seeking indicative pricing can expect a timely response. ***We remind QFs that in requesting indicative pricing*** they must comply with the requirements of Schedule 38 and PURPA.[12]

On September 23, 2004, the Commission issued its Order Approving Tariff Revision in Docket No. 04-035-T10 granting PacifiCorp's request to suspend its Electric Service Schedule 38 ('Schedule 38') requirement ***to provide indicative pricing to requesting QF's within thirty days***.[13]

The Commission lifts its suspension of ***PacifiCorp's obligation under Electric Service Schedule 38 to respond within thirty days to a request for indicative pricing***.[14]

RMP implies these factors led it to use the Proxy/PDDRR method in providing to Blue Mountain on May 21, 2012, the ***indicative avoided cost pricing Blue Mountain requested.***[15]

Wasatch Wind testifies it has devoted significant time and money to this project since 2006, ***in reliance on indicative pricing provided by RMP using the Market Proxy method. According to Wasatch Wind, it received such pricing from RMP in 2010 and 2011***. . . . Wasatch Wind argues it would be unfair and contrary to the public interest to permit RMP to retract Market Proxy method pricing from the Latigo Wind Park project at this time. ***According to Wasatch Wind, nothing in Schedule No. 38 or Commission orders suggests the approved avoided cost methodology may be abruptly withdrawn or retracted retroactively***. Wasatch Wind testifies if the Motion is granted, it will almost certainly mark the end of the Latigo project and render uneconomic almost all QF wind projects in Utah. Finally, Wasatch Wind contends it is similarly situated with Blue Mountain and should also receive Market Proxy method pricing, consistent with the 2012 Order.[16]

Long Ridge Wind states it began development in Millard County in December 2010 and ***received initial indicative pricing from RMP on August 31, 2012, about three months after the due date for such pricing under Schedule No. 3***8. Long Ridge Wind testifies the interconnection application process is very

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[12] *In re Spring Canyon LLC*, April 1, 2005 Order, Docket No. 05-035-08, 05-035-09, 03-035-14, 2005 WL 994730 (Utah P.S.C.), 1, 7.

[13] *Id*.

[14] *Id*.

[15] *In the Matter of Blue Mountain Power Partners, LLCs Request that the Public Service Commission of Utah Require PacifiCorp to Provide the Approved Price for Wind Power for the Blue Mountain Project*, September 20, 2012 Order, Docket No. 12-2557-01, 2012 WL 5285681 (Utah P.S.C.), 4.

[16] *In the Matter of the Application of Rocky Mountain Power for Approval of Changes to Renewable Avoided Cost Methodology for Qualifying Facilities Projects Larger than Three Megawatts*, Dec. 20, 2012 Order, Docket No. 12-035-100, 2012 WL 6770997 (Utah P.S.C.), 5, 6.

> expensive and that it has been waiting for an acceptable indicative price before applying to RMP for an interconnection agreement.[17]

As the Commission's prior orders demonstrate, a "request for indicative pricing" occurs at the time the QF applicant requests indicative pricing pursuant to Schedule 38, not upon execution of a PPA. Ellis-Hall received indicative pricing on May 22, 2013, pursuant to a prior request under Schedule 38. Consequently, Ellis-Hall's project does not qualify as a "future request for indicative pricing." PacifiCorp's assertion that the Commission's August 16, 2013 Order invalidated Ellis-Hall's indicative pricing because Ellis-Hall had not yet executed a PPA is contrary to the plain language of the Commission's Orders.

II. PACIFICORP MAY NOT UNILATERALLY CHANGE ITS PRICING METHODOLOGY AS TO ELLIS-HALL IN A MANNER INCONSISTENT WITH THE COMMISSION'S ORDER.

PacifiCorp attempts to excuse its intentional misapplication of the Commission's Orders by suggesting that under Schedule 38, PacifiCorp has the ability to unilaterally change indicative pricing at any time before a PPA is executed. *See* Exhibits 2, 3, and 4. PacifiCorp's position is inconsistent with Schedule 38 and the Commission's December 20, 2012 Order.

While the Commission has recognized that indicative pricing is not a final guaranteed price, and that under Schedule No. 38 PacifiCorp may "update its pricing proposals at appropriate intervals to accommodate any changes to its avoided cost calculations, among other reasons[,]"[18] Schedule 38 does not permit PacifiCorp to unilaterally impose a different pricing methodology that is inconsistent with the limitations imposed by the Commission's Order.

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17 *Id.*

18 *In the Matter of the Application of Rocky Mountain Power for Approval of Changes to Renewable Avoided Cost Methodology for Qualifying Facilities Projects Larger than Three Megawatts*, Dec. 20, 2012 Order, Docket No. 12-035-1002012 WL 6770997 (Utah P.S.C.), 9.

This issue was raised in the Commission's December 20, 2012 Order, when PacifiCorp attempted to retroactively apply the PDDRR pricing to Wasatch Wind as well as other QF applicants. Wasatch Wind correctly argued that "***nothing in Schedule No. 38 or Commission orders suggests the approved avoided cost methodology may be abruptly withdrawn or retracted retroactively***."[19] Wasatch Wind also testified that abruptly withdrawing indicative pricing would be unfair and contrary to the public interest.

> Wasatch Wind testifies it has devoted significant time and money to this project since 2006, in reliance on indicative pricing provided by RMP using the Market Proxy method. . . .Wasatch Wind argues it would be unfair and contrary to the public interest to permit RMP to retract Market Proxy method pricing from the Latigo Wind Park project at this time. . . .Wasatch Wind testifies if the Motion is granted, it will almost certainly mark the end of the Latigo project and render uneconomic almost all QF wind projects in Utah. Finally, Wasatch Wind contends it is similarly situated with Blue Mountain and should also receive Market Proxy method pricing, consistent with the 2012 Order.[20]

The Commission agreed, denying PacifiCorp's request and holding that PacifiCorp's position "ignores the practical realities of bringing a large wind QF project from inception to conclusion, in assuming all five projects in the queue would be able to negotiate power purchase agreements before our order in Phase Two."[21]

The same reasoning applies here. Ellis-Hall was one of the five projects "in the queue" mentioned in the Commission's Order.[22] Permitting PacifiCorp to unilaterally change pricing

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[19] *In the Matter of the Application of Rocky Mountain Power for Approval of Changes to Renewable Avoided Cost Methodology for Qualifying Facilities Projects Larger than Three Megawatts*, Dec. 20, 2012 Order, Docket No. 12-035-100, 2012 WL 6770997 (Utah P.S.C.), 5, 6.

[20] *In the Matter of the Application of Rocky Mountain Power for Approval of Changes to Renewable Avoided Cost Methodology for Qualifying Facilities Projects Larger than Three Megawatts*, Dec. 20, 2012 Order, Docket No. 12-035-100, 2012 WL 6770997 (Utah P.S.C.), 5, 6.

[21] *In the Matter of the Application of Rocky Mountain Power for Approval of Changes to Renewable Avoided Cost Methodology for Qualifying Facilities Projects Larger than Three Megawatts*, Dec. 20, 2012 Order, Docket No. 12-035-1002012 WL 6770997 (Utah P.S.C.), 9.

[22] Ellis-Hall entered the Queue on March 26, 2012. *See* PacifiCorp Generation Interconnection Queue, http://www.oasis.oati.com/PPW/PPWdocs/pacificorplgiaq.htm at Queue #420.

methodology after Ellis-Hall expended significant amounts of time and money complying with the Interconnection Study and LGIA processes in reliance on the indicative pricing it received from PacifiCorp would be unfair and contrary to the public interest. It would also be contrary to PURPA's purpose of encouraging "the development of cogeneration and small power production facilities," *Am. Paper Inst., Inc. v. Am. Elec. Power Serv. Corp.*, 461 U.S. 402, 404 (1983) (citing to section 210 of PURPA), by eliminating two significant barriers to the development of alternative energy sources: (1) the reluctance of traditional electric utilities to purchase power from and sell power to nontraditional facilities, and (2) the financial burdens imposed upon alternative energy sources by state and federal utility authorities. *See FERC v. Mississippi*, 456 U.S. 742, 750-51 (1982).

Permitting PacifiCorp to unilaterally change indicative pricing at the last minute and after a QF applicant has paid PacifiCorp hundreds of thousands of dollars to study and approve its project in reliance on the indicative pricing it received would lead to uncertainty for QF applicants and impose unrecoverable financial burdens. PacifiCorp's position is not fair, is not in the public interest and is contrary to PURPA's fundamental purposes.

Ellis-Hall respectfully requests that the Commission enforce the plain language of its August 16, 2013 Order and require PacifiCorp to execute a PPA with Ellis-Hall based on the indicative pricing provided to Ellis-Hall on May 22, 2013.

DATED this 28th day of March, 2014.

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CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of March, 2014 a true and correct copy of the forgoing was served upon the following as indicated below:

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