

**FORMAL COMPLAINT FORM**  
**PUBLIC SERVICE COMMISSION**  
Heber M. Wells State Office Building  
160 East 300 South, Fourth Floor  
P.O. Box 45585  
Salt Lake City, Utah 84114

UTAH PUBLIC  
SERVICE COMMISSION

2013 FEB 22 P 12:05

Docket No. 13-035-22

1. Name of Complainant: Ros Vrba for Energy of Utah

Address: P.O. Box 900083  
Sandy, Utah 84090-0083

Telephone No.: 801-708-2086

*If represented by counsel, list:*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

2. The utility being complained against is: Rocky Mountain Power (Company)

3. What did the utility do which you (the Complainant) think is illegal, unjust, or improper? Include exact dates, times, locations and persons involved, as closely as you can.

Energy of Utah requested Schedule 38 indicative pricing for Long Ridge Wind I and II on April 20, 2012. Schedule 38 guidance led us to expect indicative pricing within 30 days. After numerous inquiries, we received the pricing more than four months later, on August 31. We expected Proxy pricing, but received PDDRR pricing.

Although the pricing received was based on PDDRR methodology, the pricing did not appear to conform to GRID or to Palo Verde HLH/LLH pricing distributions. We were offered high HLH prices in January and November, and lower prices in summer months. This pricing ran counter to the expected seasonal production of the project, which led to lower-than-expected over-all pricing. The offer and an illustrative graph are enclosed.

We met with the Division regarding this concern and others, and later with the Company. We did not present all of our concerns to the Company, because we were told at the Pacificorp meeting that the recent Blue Mountain decision had likely made our concerns irrelevant. Our PDDRR concerns were never addressed. The Company subsequently requested a stay, which caused further, considerable delays. The cumulative delays have already reduced the probability of the projects' successful completion.

Energy of Utah participated in Docket 12-035-100, and received revised indicative pricing on January 4, 2013. We requested a draft PPA on January 15, providing all required information necessary for the provision of a draft PPA. We received a nearly-blank PPA form on January 25, containing only information regarding a different project. It was our expectation that the Company would provide the owner with a draft power purchase agreement containing a comprehensive set of proposed terms and conditions, including a specific pricing proposal for purchases from the project, per Schedule 38 guidelines. We completed the form with our own information, and returned it in order to commence negotiations. We were notified that the agreement would not be signed until an interconnection agreement had been executed. This was not in line with our understanding of prior contract procedure, and on January 28 (enclosed) we pointed out that previous Utah PPA's were executed without this requirement. The Company replied on February 4 (enclosed) that they would not reconsider their stance.

Additionally, the Company does not appear to be willing to negotiate our repurchase of the project's Renewable Energy Certificates (RECs) from the Company. It was our understanding that we have that option.

Additionally, The Company and Energy of Utah have agreed upon a \$25 per kW development deposit, due 90 days after PPA execution. Because of the considerable delays encountered to-date, we requested that this deposit be refundable, should the Federal Wind Production Tax Credit not be extended beyond the current January 1, 2014 deadline. The Company declined, despite the lack of control over this variable by either party.

We filed an informal complaint with the Division on Feb 7, 2013 (enclosed). PacifiCorp responded with a letter dated February 14 (enclosed), making it clear to us that we cannot continue to negotiate.

4. Why do you (the Complainant) think these activities are illegal, unjust or improper?

Executed Interconnection Agreement Requirement:

Under the circumstances, we do not feel that it is appropriate for the Company to apply a condition to our PPA execution that is far more stringent than the standards applied to other contracts in the recent past. It is our understanding that unequal treatment does not fall within PURPA guidelines. We waited for eight months for a correct indicative price. The introduction of a requirement for an executed interconnecting agreement prior to PPA execution provides no benefit to ratepayers, nor does it provide protection for the Company. Regardless of the order of document execution, we cannot ultimately connect our project without both agreements.

Our experience with the Transmission side of the Company has been excellent, and we have no reason to believe that they would purposely delay interconnection. Since receiving the correct indicated price, we have made significant progress in the interconnection process, but the execution will occur after the expected June-2013 conclusion of Docket 12-035-100. We believe that the Company's imposed condition effectively negates the Commission's recent stay decision for Docket 12-035-100.

Renewable Energy Certificates (RECs):

It is our understanding that a developer has the right to purchase the development's RECs at a value dictated by the Company's most recent IRP. The issue is not clear to us, and we hope that the Commission can provide us with guidance.

Development Deposit:

Without the delays incurred to-date, another PTC extension would not be required for project development. We believe that a refundable development deposit (conditioned only upon the absence of another PTC extension) would relieve this strain imposed upon our project by the delays.

5. What relief does the Complainant request?

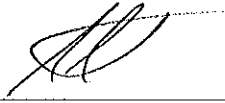
We request that the Commission direct the Company to allow the PPA execution prior to an interconnection agreement execution.

We request that the Commission require the Company to allow Energy of Utah the option to repurchase the RECs created by the Long Ridge Wind projects, either at the most recent PacifiCorp IRP valuation, or at an appropriate rate as determined by the Commission.

We request that the Commission ask the Company to allow for the refund of the development deposit in the event that the Federal Production Tax Credit is not extended beyond January 1, 2014.

We apologize for the inconvenience caused to the Commission by this complaint. The Company's February 14 response to our informal complaint gives us no hope that we will negotiate or arbitrate an agreement that is, in our opinion, fair to both parties. We do not feel that the delays to-date have been reasonable, or that the Company's current position applies Schedule 38 fairly to our PPA application. We thank the Commission for their consideration of this matter.

6. Signature of Complainant

A handwritten signature in black ink, appearing to be the initials 'AL' or similar, written over a horizontal line.

Date:

02 / 22 / 2013

Enclosures: attached chronologically