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Attorneys for Respondent

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of:

BLUE MOUNTAIN POWER PARTNERS,
LLC,

Complainant,

v.

PACIFICORP d/b/a ROCKY MOUNTAIN
POWER,

Respondent.

Docket No. 16-035-47

**PACIFICORP'S ANSWER TO BLUE
MOUNTAIN POWER PARTNERS,
LLC's FORMAL COMPLAINT,
REQUEST FOR DECLARATORY
RELIEF AND REQUEST FOR
AGENCY ACTION**

PacifiCorp d/b/a Rocky Mountain Power (“Rocky Mountain Power”) respectfully answers the Formal Complaint (“Complaint”) filed by Blue Mountain Power Partners, LLC (“Blue Mountain”).¹

FACTS

1. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the allegations contained in paragraph 1, and therefore denies the same.

2. Rocky Mountain Power admits the allegations contained in paragraph 2.

Execution of a Power Purchase Agreement by Blue Mountain and PacifiCorp

3. Rocky Mountain Power admits that the text of the Public Utility Regulatory Policies Act (PURPA), the Federal Energy Regulatory Commission (FERC) rules implementing PURPA, and Utah Code Ann. § 54-12-2 speak for themselves, and denies any allegations contained in paragraph 3 of the Complaint that contradict or supplement those laws.

4. Rocky Mountain Power admits the allegations contained in paragraph 4.

5. Rocky Mountain Power admits that the terms of the Power Purchase Agreement (“PPA”) and the Commission’s orders in Docket NO. 03-035-14 speak for themselves, and denies any allegations contained in paragraph 5 that contradict or supplement those terms.

¹ As stated in the Commission’s Order on the Motion to Dismiss, the Complaint is now read to have been brought by Blue Mountain Wind Holdings, LLC, owner and sole manager of Blue Mountain Power Partners, LLC, with Blue Mountain Wind Holdings, LLC being represented by Mr. Ciachurski, manager.

6. Rocky Mountain Power admits that the PPA defines Scheduled Commercial Operation Date as contained in paragraph 6 of the Complaint and that the terms of the PPA speak for themselves. Rocky Mountain Power denies any allegations contained in paragraph 6 that contradict or supplement those terms.

7. Rocky Mountain Power admits that the terms of the PPA speak for themselves, and denies any allegations contained in paragraph 7 that contradict or supplement those terms.

8. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the allegations contained in paragraph 8, and therefore denies the same.

9. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the allegations contained in paragraph 9, and therefore denies the same.

10. Rocky Mountain Power admits that the terms of the federal production tax credits (“PTC”) (set forth in Internal Revenue Code Section 45) speak for themselves, and denies any allegations contained in paragraph 10 that contradict or supplement those terms. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the remaining allegations contained in paragraph 10, and therefore denies the same.

11. Rocky Mountain Power admits it and Blue Mountain agreed to the deadlines and other terms of the PPA which speak for themselves, and denies any allegations contained in Paragraph 11 that contradict or supplement those terms. Rocky Mountain Power lacks

knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the remaining allegations contained in paragraph 11, and therefore denies the same.

12. Rocky Mountain Power admits that the terms of the PPA speak for themselves, and denies any allegations contained in paragraph 12 that contradict or supplement those terms. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the remaining allegations contained in paragraph 12, and therefore denies the same.

13. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the allegations contained in paragraph 13, and therefore denies the same.

14. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the allegations contained in paragraph 14, and therefore denies the same.

Final Approval of the PPA was Extensively Delayed Due to Challenges Filed by Ellis-Hall

15. Rocky Mountain Power lacks knowledge and information sufficient to form a belief as to what Blue Mountain anticipated, and therefore denies the allegations contained in the first sentence of paragraph 15. Rocky Mountain Power further admits that the terms of the PPA speak for themselves, and denies any allegations contained in paragraph 15 that contradict or supplement those terms.

16. Rocky Mountain Power denies the allegations contained in paragraph 16.

17. Rocky Mountain Power admits the allegations contained in paragraph 17.

18. Rocky Mountain Power admits the allegations contained in paragraph 18.

19. Rocky Mountain Power admits that Ellis-Hall's petition and the record speak for themselves, and denies any allegations contained in paragraph 19 that contradict or supplement those items.

20. Rocky Mountain Power admits the allegations contained in paragraph 20.

21. Rocky Mountain Power admits that any comments made at the August 2, 2013 hearing before the Utah Public Service Commission speak for themselves, and denies any allegations contained in paragraph 21 that contradict or supplement those comments.

22. Rocky Mountain Power admits Andrew Fales testified but denies he testified as an expert. Rocky Mountain Power states that any comments made at the August 2, 2013 hearing before the Utah Public Service Commission speak for themselves, and denies any allegations contained in paragraph 22 that contradict or supplement those comments.

23. Rocky Mountain Power admits the allegations contained in paragraph 23.

24. Rocky Mountain Power admits the allegations contained in paragraph 24.

25. Rocky Mountain Power admits the allegations contained in paragraph 25.

26. Rocky Mountain Power admits the allegations Ellis-Hall filed a Petition challenging the PPA. Rocky Mountain Power admits that the Petitions filed by Ellis-Hall speak for themselves, and denies any allegations contained in paragraph 26 that contradict or supplement those terms.

27. Rocky Mountain Power admits the allegations contained in paragraph 27 that the Commission issued an Order denying Ellis-Hall's Petition for Rehearing. Rocky Mountain

Power admits that the Commission's Order speaks for itself, and denies any allegations contained in paragraph 27 that contradict or supplement those terms.

28. Rocky Mountain Power denies the allegations in paragraph 28 related to the approval of the PPA being in serious jeopardy. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the remaining allegations contained in paragraph 28, and therefore denies the same

29. Rocky Mountain Power denies the allegations contained in paragraph 29.

30. Rocky Mountain Power denies the allegations contained in paragraph 30.

31. Rocky Mountain Power admits that the terms of the Writs of Review filed by Ellis-Hall speak for themselves, and denies any allegations contained in paragraph 31 that contradict or supplement those terms.

32. Rocky Mountain Power denies the allegations contained in paragraph 32.

33. Rocky Mountain Power admits that the Utah Supreme Court held oral argument on Ellis-Hall's Writs, and that Blue Mountain requested an expedited ruling from the Court. Rocky Mountain Power denies the remaining allegations contained in paragraph 33.

34. Rocky Mountain Power denies the allegations contained in paragraph 34.

35. Rocky Mountain Power admits that the Utah Supreme Court held oral argument on Ellis-Hall's Writs on May 30, 2014, that the Utah Supreme Court issued a written Per Curiam Order of Summary Affirmance on May 30, 2014 denying Ellis-Hall's challenges, which was "the final ruling of this Court," that the Utah Supreme Court published its opinion on November 21,

2014, and the matter was remitted to the Commission. Rocky Mountain Power denies the remaining allegations contained in paragraph 35.

36. Rocky Mountain Power admits that Ellis-Hall filed a formal complaint against PacifiCorp on March 3, 2014 with the Commission. Rocky Mountain Power admits that the terms of Ellis-Hall's formal complaint speak for themselves, and denies any allegations contained in paragraph 36 that contradict or supplement those terms.

37. Rocky Mountain Power admits that the terms of Ellis-Hall Consultants' Reply Comments filed on 4/11/2014 speak for themselves, and denies any allegations contained in paragraph 37 that contradict or supplement those terms.

38. Rocky Mountain Power admits the allegations contained in paragraph 38.

39. Rocky Mountain Power admits that the terms of the Petition for Review and Rehearing filed by Ellis-Hall and the July 28, 2016 Utah Supreme Court decision speak for themselves, and denies any allegations contained in paragraph 39 that contradict or supplement those terms. Rocky Mountain Power denies the remaining allegations, including that Ellis-Hall's legal filings caused any delay in Blue Mountain's ability to perform under its PPA.

40. Rocky Mountain Power denies the allegations contained in paragraph 40.

41. Rocky Mountain Power denies the allegation contained in paragraph 41 that the status of Blue Mountain's PPA was "in question" for nearly a full year after Blue Mountain and PacifiCorp submitted the PPA for approval by the Commission and states the Effective Date of the PPA was October 3, 2013, the date the PPA was approved by the Utah Public Service Commission. Rocky Mountain Power further denies the allegation that Blue Mountain was

precluded from obtaining the wind turbines and other key equipment or performing any other development work either before or after the Effective Date of the PPA. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the remaining allegations contained in paragraph 41, and therefore denies the same.

Ellis-Hall's Challenges to the Approval of the PPA Qualify as Events of Force Majeure Under the Provisions of the PPA

42. Rocky Mountain Power admits the PPA contains a force majeure clause but denies the quoted portion of Section 14.1 of the PPA in paragraph 42 is complete. Section 14.1 of the PPA speaks for itself and Rocky Mountain Power denies any allegations contained in paragraph 42 that contradict or supplement Section 14.1 of the PPA.

43. Rocky Mountain Power denies the quoted portion of Section 14.2 of the PPA in paragraph 43 is complete. Section 14.2 of the PPA speaks for itself and Rocky Mountain Power denies any allegations contained in paragraph 43 that contradict or supplement Section 14.2 of the PPA.

44. Rocky Mountain Power admits that Blue Mountain sent the alleged letter, but denies that a Force Majeure event had occurred. Rocky Mountain Power denies any remaining allegations contained in paragraph 44.

45. Rocky Mountain Power denies the allegations contained in paragraph 45.

46. Rocky Mountain Power admits that Ellis-Hall's actions speak for themselves. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the

truthfulness or accuracy of the remaining allegations contained in paragraph 46, and therefore denies the same.

47. Rocky Mountain Power denies the allegations contained in paragraph 47.

48. Rocky Mountain Power denies the allegations contained in paragraph 48.

49. Rocky Mountain Power denies the allegations contained in paragraph 49.

50. Rocky Mountain Power admits that the terms of the PPA speak for themselves, and denies any allegations contained in paragraph 50 that contradict or supplement those terms.

Rocky Mountain Power denies that an event of Force Majeure occurred and denies that Blue Mountain's obligations under the PPA were excused.

Blue Mountain Notified PacifiCorp that Ellis-Hall's Challenges to the PPA Constituted a [sic] Event of Force Majeure

51. Rocky Mountain Power denies the allegations contained in paragraph 51.

52. Rocky Mountain Power admits that on May 14, 2014, Blue Mountain sent a letter to PacifiCorp stating a belief that a Force Majeure had occurred based on Ellis-Hall's conduct.

Rocky Mountain Power denies the remaining allegations contained in paragraph 52.

53. Rocky Mountain Power denies the allegations contained in paragraph 53.

54. Rocky Mountain Power lacks knowledge and information sufficient to form a belief as to what Blue Mountain did or understood as alleged in paragraph 54, and therefore denies the same. Rocky Mountain Power denies the remaining allegations contained in paragraph 54.

55. Rocky Mountain Power denies the allegations contained in paragraph 55.

Blue Mountain Suspended its Efforts to Complete the Project When PacifiCorp Represented that It Wanted to Purchase the Project and Blue Mountain's Rights Under the PPA

56. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the allegations contained in paragraph 56, and therefore denies the same.

57. Rocky Mountain Power denies that a Force Majeure was valid and not in dispute by PacifiCorp, as alleged in paragraph 57. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the remaining allegations contained in paragraph 57, and therefore denies the same.

58. Rocky Mountain Power denies the allegations contained in paragraph 58.

59. Rocky Mountain Power admits on or about September 4, 2014, it contacted Blue Mountain and admits the remaining the allegations contained in paragraph 59.

60. Rocky Mountain Power admits a conference call was held on September 8, 2014, in which Blue Mountain offered to sell the project and denies the remaining allegations in paragraph 61.

61. Rocky Mountain Power lacks knowledge and information sufficient to form a belief as to what Blue Mountain understood , and therefore denies the same. Rocky Mountain Power denies the remaining allegations in paragraph 61.

62. Rocky Mountain Power denies the allegations contained in paragraph 62.

63. Rocky Mountain Power lacks knowledge and information sufficient to form a belief as to what Blue Mountain believed, and admits the remaining allegations contained in paragraph 63.

64. Rocky Mountain Power admits that it notified Blue Mountain on October 10, 2014 that it would not purchase the development. Rocky Mountain Power denies the remaining allegations contained in paragraph 64.

65. Rocky Mountain Power admits that the Notice of Dispute and the Notice of Suspension speak for themselves, and denies any allegations contained in paragraph 65 that contradict or supplement those terms. Rocky Mountain Power admits that it acknowledged the Notice of Suspension of the LGIA on June 3, 2014. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the remaining allegations contained in paragraph 65, and therefore denies the same.

66. Rocky Mountain Power denies the allegations contained in paragraph 66.

67. Rocky Mountain Power denies the allegations contained in paragraph 67.

68. Rocky Mountain Power denies the allegations contained in paragraph 68.

PacifiCorp's [sic] Denies Blue Mountain's Request for an Extension of the Performance Deadlines Set Forth in the PPA Claiming for the First Time that No Force Majeure Event Had Occurred

69. Rocky Mountain Power admits that Blue Mountain requested a revision to the deadlines and prices contained in the PPA in January 2015. Rocky Mountain Power denies the remaining allegations contained in paragraph 69.

70. Rocky Mountain Power admits the allegations contained in paragraph 70.

71. Rocky Mountain Power admits that a conference call was held on January 28, 2015 to discuss the force majeure claim. Rocky Mountain Power denies the remaining allegations contained in paragraph 71.

72. Rocky Mountain Power denies the allegations contained in paragraph 72.

73. Rocky Mountain Power denies the allegations contained in paragraph 73.

74. Rocky Mountain Power admits that PacifiCorp sent a letter to Blue Mountain dated February 11, 2015 in which it rejected Blue Mountain's claims that Ellis-Hall's challenges qualified as a Force Majeure event under the PPA. Rocky Mountain Power denies the remaining allegations contained in paragraph 74.

75. Rocky Mountain Power admits Blue Mountain Sent a Notice of Dispute which notice speaks for itself. Rocky Mountain Power denies the remaining allegations contained in paragraph 75.

76. Rocky Mountain Power admits the allegation that its February 11, 2015 letter took the position the actions of Ellis-Hall in challenging the PPA should have been reasonably anticipated since the PPA approval process is a public process and potential opposition should be anticipated. Rocky Mountain Power further admits that the Utah Supreme Court decisions speak for themselves, and denies any allegations contained in paragraph 76 that contradict or supplement those terms. Rocky Mountain Power denies the remaining allegations contained in paragraph 76.

77. Rocky Mountain Power denies it was in a dispute with Ellis-Hall at the time the PPA was signed and admits it did not "inform or advise" Blue Mountain about Ellis-Hall either

prior to or at the time of the signing of the PPA, but denies the implication that it had an obligation to “inform or advise Blue Mountain” about Ellis-Hall, and further denies that Blue Mountain was not aware of Ellis-Hall as of July, 2013. The remaining allegation contains a hypothetical to which no response is required. To the extent a response is required, Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the remaining allegations contained in paragraph 77, and therefore denies the same.

78. Rocky Mountain Power denies the allegations contained in paragraph 78.

Blue Mountain Sends a Second Notice of Force Majeure Event When Sage Grouse Files a Complaint with the Federal Energy Regulatory Commission Regarding the LGIA

79. Rocky Mountain Power admits that PacifiCorp sent a letter on February 11, 2015 advising that the Ellis-Hall appeal is not an event of Force Majeure. Rocky Mountain Power admits that the terms of the Sage Grouse complaint speak for themselves, and denies any allegations contained in paragraph 79 that contradict or supplement those terms.

80. Rocky Mountain Power admits that on February 24, 2015, Blue Mountain sent a notice to PacifiCorp declaring Force Majeure as a result of the FERC Action. Rocky Mountain Power denies the remaining allegations contained in paragraph 80.

81. Rocky Mountain Power denies the allegations contained in paragraph 81.

82. Rocky Mountain Power admits that the terms of the Petition for Review and Rehearing in Docket 12-2552-01 and the Utah Supreme Court decision speak for themselves, and denies any allegations contained in paragraph 82 that contradict or supplement those terms.

PacifiCorp Terminated the PPA During the Dispute Resolution Process

83. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the allegations contained in paragraph 83, and therefore denies the same.

84. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the allegations contained in paragraph 84, and therefore denies the same.

85. Rocky Mountain Power admits Blue Mountain sent a Notice of Dispute which speaks for itself. Rocky Mountain Power denies the remaining allegations contained in paragraph 85.

86. Rocky Mountain Power admits the allegations contained in paragraph 86.

87. Rocky Mountain Power denies it issued a Notice of Termination to Blue Mountain on April 8, 2015. Rocky Mountain Power admits it sent a Notice of Termination to Blue Mountain on April 22, 2015, which speaks for itself and denies any allegations contained in paragraph 87 that contradict or supplement the Notice of Termination. Rocky Mountain Power denies the remaining allegations in paragraph 87.

88. Rocky Mountain Power admits Blue Mountain sent a Notice of Dispute dated May 13, 2015. Rocky Mountain Power admits the Notice of Dispute alleged bad faith and denies the truth of that allegation and the remainder of the allegations in paragraph 88.

89. As modified by the Commission's Order of January 30, 2017 on the Motion to Strike, Rocky Mountain Power admits that Blue Mountain asserts the allegations contained in paragraph 89, but denies the truth of the allegations.

90. The allegation contained in paragraph 90 has been struck by the Commission's Order of January 30, 2017 on the Motion to Strike, therefore no response is required.

91. The allegation contained in paragraph 91 has been struck by the Commission's Order of January 30, 2017 on the Motion to Strike, therefore no response is required.

92. The allegation contained in paragraph 92 has been struck by the Commission's Order of January 30, 2017 on the Motion to Strike, therefore no response is required.

93. The allegation contained in paragraph 93 has been struck by the Commission's Order of January 30, 2017 on the Motion to Strike, therefore no response is required.

94. Rocky Mountain Power denies the first two sentences of paragraph 94. Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the remaining allegations contained in paragraph 94, and therefore denies the same.

95. Rocky Mountain Power denies the allegations contained in paragraph 95.

96. Rocky Mountain Power denies the allegations contained in paragraph 96.

97. Rocky Mountain denies the allegation "as PacifiCorp was fully aware." Rocky Mountain Power lacks knowledge or information sufficient to form a belief as to the truthfulness or accuracy of the remaining allegations contained in paragraph 97, and therefore denies the same.

98. Rocky Mountain Power denies the allegations contained in paragraph 98.

99. Rocky Mountain Power denies the allegations contained in paragraph 99.

Summary of PacifiCorp's Wrongful Conduct

100. Rocky Mountain Power admits after the PPA was signed the Utah Public Service Commission approved a new avoided-cost methodology which generally reduced avoided-cost prices and denies the remaining allegations contained in paragraph 100.

101. Rocky Mountain Power denies the allegations contained in paragraph 101.

102. Rocky Mountain Power denies the allegations contained in paragraph 102.

103. Rocky Mountain Power denies the allegations contained in paragraph 103.

104. Rocky Mountain Power denies the allegations contained in paragraph 104.

105. Rocky Mountain Power denies the allegations contained in paragraph 105.

106. Rocky Mountain Power denies the allegations contained in paragraph 106.

107. Rocky Mountain Power denies the allegations contained in paragraph 107.

108. Rocky Mountain Power denies the allegations contained in paragraph 108.

RELIEF REQUESTED

109. Rocky Mountain Power denies the allegations contained in paragraph 109.

110. Rocky Mountain Power denies the allegations contained in paragraph 110.

111. Rocky Mountain Power denies the allegations contained in paragraph 111.

COUNT II – INJUNCTIVE RELIEF

112. Rocky Mountain Power denies the allegations contained in paragraph 112.

113. Rocky Mountain Power denies the allegations contained in paragraph 113.

114. Rocky Mountain Power denies the allegations contained in paragraph 114.

115. Rocky Mountain Power denies the allegations contained in paragraph 115.

GENERAL DENIAL

Rocky Mountain Power denies each and every other allegation contained in the Complaint, including to the extent that the Complaint is deemed supplemented by filings in response to Rocky Mountain Power's Motion to Dismiss, that is not expressly admitted herein.

AFFIRMATIVE DEFENSES

Discovery may reveal that one or more of the following defenses are available to Rocky Mountain Power. Rocky Mountain Power hereby gives notice of its intent to assert the following affirmative defenses to the Formal Complaint, Request for Declaratory and Injunctive Relief and Request for Agency Action in order to preserve the right to assert them:

FIRST AFFIRMATIVE DEFENSE

Blue Mountain's Complaint is barred for failure to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Blue Mountain's Complaint is barred or unenforceable under the doctrines of waiver, statute of limitations, estoppel, laches, and unclean hands.

THIRD AFFIRMATIVE DEFENSE

Blue Mountain's Complaint is barred for failure to satisfy conditions precedent required under the contract entered into between the Complainant and Respondent.

FOURTH AFFIRMATIVE DEFENSE

Blue Mountain's Complaint is barred because (a) Rocky Mountain Power's conduct was not the proximate cause of Blue Mountain's alleged damages; (b) Blue Mountain failed to mitigate its damages; (c) any damage was caused by intervening or superseding factors; (d) Blue Mountain's alleged damages were caused, if at all, by the acts and/or omissions of Blue Mountain and/or third-parties; (e) Blue Mountain's alleged damages are speculative and inherently uncertain; and (f) Blue Mountain has suffered no detriment or damages as a result of the allegations described in the Complaint.

FIFTH AFFIRMATIVE DEFENSE

Blue Mountain's Complaint is barred because at all relevant times Rocky Mountain Power was acting in accordance with the requirements set forth by Utah statutes and regulations, and the direction of the Commission.

SIXTH AFFIRMATIVE DEFENSE

Blue Mountain's Complaint is barred to the extent it seeks relief beyond the scope of authority granted to the Commission.

SEVENTH AFFIRMATIVE DEFENSE

Blue Mountain's Complaint is barred or dismissible as a result of prior inconsistent statements made by Blue Mountain to judicial bodies, by judicial estoppel, and by judicial admissions.

EIGHTH AFFIRMATIVE DEFENSE

Blue Mountain's Complaint is barred by its own material breach of contract.

NINTH AFFIRMATIVE DEFENSE

Blue Mountain's Complaint is barred by the terms of the contract.

TENTH AFFIRMATIVE DEFENSE

Blue Mountain's Complaint is barred by Utah Code Ann. §25-5-4(1)(a).

RESERVATION OF RIGHT TO AMEND

Rocky Mountain Power makes it answer to Blue Mountain's Complaint based on information reasonably known to it at this time. Rocky Mountain Power reserves the right to amend any or all of its responses herein, including its admissions or denials, and to eliminate or add affirmative defenses as they become known to it.

PRAYER FOR RELIEF

WHEREFORE, having responded to Blue Mountain's Complaint, Rocky Mountain Power hereby prays for an order and award from this Commission as follows:

1. Dismissing Blue Mountain's Complaint against it with prejudice; and
2. Awarding Rocky Mountain Power its costs and attorneys' fees in defending this action.

DATED March 1, 2017.

RESPECTFULLY SUBMITTED,

/s/ D. Matthew Moscon

R. Jeff Richards

Yvonne R. Hogle

Sam Meziani

Rocky Mountain Power

D. Matthew Moscon

Michael R. Menssen

Stoel Rives LLP

Attorneys for Respondent

Rocky Mountain Power

CERTIFICATE OF SERVICE

This is to certify that on March 1, 2017, a true and exact copy of the foregoing

ANSWER TO FORMAL COMPLAINT was emailed to the following:

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