



1407 W. North Temple Suite 330
Salt Lake City, Utah 84116

April 13, 2018

VIA ELECTRONIC FILING

Public Service Commission of Utah
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attn: Gary Widerburg
Commission Secretary

Re: **Docket 17-035-37** - Rocky Mountain Power's 2017 Avoided Cost Input Changes Quarterly Compliance Filing
Compliance Filing

In a letter dated March 15, 2018, the Utah Public Service Commission ("Commission") approved Rocky Mountain Power's ("Company") revisions to Schedule 38 Sheet No 38.9 of PacifiCorp's P.S.C.U. No. 50 Tariff, with an effective date of March 15, 2018. The Commission directed the Company to file revised Schedule 38 Tariff Sheet reflecting a March 15, 2018 effective date.

Pursuant to Commission Rules R746-405 and as directed by the Commission in the letter referenced above, the Company hereby updates Schedule 38 rates consistent with the March 15, 2018 effective date. The proposed tariff sheets are submitted herewith for filing in the above referenced matter.

The enclosed proposed tariff sheets are associated with Tariff P.S.C.U No. 50 of PacifiCorp, d.b.a. Rocky Mountain Power, applicable to electric service in the State of Utah. Pursuant to the requirement of Rule R746-405-2D, PacifiCorp states that the proposed tariff sheets do not constitute a violation of state law or Commission rule.

First Revision of Sheet No. 38.9 Schedule 38 Qualifying Facilities Procedures

It is respectfully requested that all formal correspondence and requests regarding this compliance filing be addressed to:

By E-Mail (preferred): datarequest@pacificorp.com
 Jana.saba@pacificorp.com

Public Service Commission of Utah

April 13, 2018

Page 2

By Regular Mail: Data Request Response Center
 PacifiCorp
 825 NE Multnomah Street, Suite 2000
 Portland, OR 97232

Informal inquiries may be made to Jana Saba at (801) 220-2823.

Very truly yours,



Joelle Steward
Vice President, Regulation

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

I. B. Procedures (continued)

- a) A material change in the point of interconnection;
- b) A change in design capacity of 10% or more of the original specified design capacity;
- c) A change in generation technology (i.e. solar, wind, thermal), including a change between fixed tilt and tracking solar projects. Changes in the quantity and timing of monthly power deliveries will not cause removal from the QF pricing queue so long as the basic generation technology and design capacity have not changed;
- d) A change in the online date specified in the information provided under Section I.B.2.f of more than three (3) months earlier or later; or
- e) A PPA has not been executed by both parties within five (5) months after the proposed PPA was provided by the Company to the Developer, except to the extent delays are caused by Company actions or inactions.

11. **Standard PPA Terms.** Absent Commission approval to the contrary for good cause shown, a power purchase agreement executed under this Schedule shall include the following terms and conditions, among others:

- a) The scheduled commercial operation date must not be greater than thirty (30) months after the execution date of the power purchase agreement;
- b) The QF Developer must sign a System Impact Study Agreement with PacifiCorp Transmission (refer to Section 42.2 or Section 51.4 of PacifiCorp's OATT) within 120 days of the date a Commission Order approving the agreement has become final and non-appealable; and
- c) The QF Developer must provide 100% of the project development security within 30 days of the date a Commission Order approving the PPA has become final and non-appealable.
- d) The Company will retain the Renewable Energy Credits (RECs) associated with a QF's output during the portion of the contract term that the avoided cost price is based on the costs of a renewable resource.

II. Process for Negotiating Interconnection Agreements

In addition to negotiating a power purchase agreement, QFs intending to make sales to the Company are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a QF is conditioned upon all necessary interconnection arrangements being consummated.

It is recommended that the owner initiate its request for interconnection as early in the planning process as possible, to ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's power delivery function, PacifiCorp Transmission Services.

(continued)

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

I. B. Procedures (continued)

- a) A material change in the point of interconnection;
- b) A change in design capacity of 10% or more of the original specified design capacity;
- c) A change in generation technology (i.e. solar, wind, thermal), including a change between fixed tilt and tracking solar projects. Changes in the quantity and timing of monthly power deliveries will not cause removal from the QF pricing queue so long as the basic generation technology and design capacity have not changed;
- d) A change in the online date specified in the information provided under Section I.B.2.f of more than three (3) months earlier or later; or
- e) A PPA has not been executed by both parties within five (5) months after the proposed PPA was provided by the Company to the Developer, except to the extent delays are caused by Company actions or inactions.

11. **Standard PPA Terms.** Absent Commission approval to the contrary for good cause shown, a power purchase agreement executed under this Schedule shall include the following terms and conditions, among others:

- a) The scheduled commercial operation date must not be greater than thirty (30) months after the execution date of the power purchase agreement;
- b) The QF Developer must sign a System Impact Study Agreement with PacifiCorp Transmission (refer to Section 42.2 or Section 51.4 of PacifiCorp's OATT) within 120 days of the date a Commission Order approving the agreement has become final and non-appealable; and
- c) The QF Developer must provide 100% of the project development security within 30 days of the date a Commission Order approving the PPA has become final and non-appealable.

d) The Company will retain the Renewable Energy Credits (RECs) associated with a QF's output during the portion of the contract term that the avoided cost price is based on the costs of a renewable resource.

II. Process for Negotiating Interconnection Agreements

In addition to negotiating a power purchase agreement, QFs intending to make sales to the Company are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a QF is conditioned upon all necessary interconnection arrangements being consummated.

It is recommended that the owner initiate its request for interconnection as early in the planning process as possible, to ensure that necessary interconnection arrangements proceed

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. ~~14-035-~~
~~14017-035-37~~

FILED: ~~July 9, 2015~~ ~~February 22, 2018~~ April 13, 2018

EFFECTIVE: ~~August 8, 2015~~ ~~March 1, 2018~~ March 15, 2018

in a timely manner on a parallel track with negotiation of the power purchase agreement. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's power delivery function, PacifiCorp Transmission Services.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. ~~14-035-~~
~~14017-035-37~~

FILED: ~~July 9, 2015~~ ~~February 22, 2018~~ April 13, 2018
EFFECTIVE: ~~August 8, 2015~~ ~~March 1, 2018~~ March 15, 2018

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Compliance Filing** in Docket Nos. 03-035-14 and 17-035-37 was served upon the following by email on April 13, 2018.

Justin Jetter
Patricia Schmid
Robert Moore
Assistant Attorney General
500 Heber M. Wells Building
160 East 300 South
Salt Lake City, Utah 84111
jjetter@agutah.gov
Pschmid@agutah.gov
rmoore@agutah.gov

Chris Parker
William Powell
Erika Tedder
Division of Public Utilities
160 East 300 South, 4th Floor
Salt Lake City, UT 84111
ChrisParker@utah.gov
wpowell@utah.gov
etedder@utah.gov

Stephen F. Mecham
Callister Nebeker & McCullough
10 East South Temple, Suite 900
Salt Lake City, UT 84133
sfmecham@cnmlaw.com

Roger Swenson
E-Quant Consulting, Inc.
1592 East 3350 South
Salt Lake City, UT 84106
Roger.swenson@prodigy.net

Gregory L. Probst
c/o Energy Strategies
39 Market Street, Suite 200
Salt Lake City, UT 84101
gprobst@earthlink.net

Thor Nelson
Holland & Hart LLP
8390 East Crescent Parkway, Suite 400
Greenwood Village, CO 80111-2811
tnelson@hollandhart.com

Kate Bowman
Utah Clean Energy
1014 2nd Avenue
Salt Lake City, UT 84111
kate@utahcleanenergy.org

Cheryl Murray
Michele Beck
Bela Vastag
Office of Consumer Services
500 Heber M. Wells Building
160 East 300 South
Salt Lake City, UT 84111
cmurray@utah.gov
mbeck@utah.gov
bvastag@utah.gov


Kelly Francone
Neal Townsend
Energy Strategies LLC
215 South State, Suite 200
Salt Lake City, UT 84111
kfrancone@energystrat.com
ntownsend@energystrat.com

Gary A. Dodge
Hatch James & Dodge
10 West Broadway, #400
Salt Lake City, UT 84101
gdodge@hjdllaw.com

James W. Holtkamp
Holland & Hart, LLP
60 East South Temple, Suite 2000
Salt Lake City, UT 84111
jholtkamp@hollandhart.com

Richard Collins & Tracy Livingston Mikell
Wasatch Wind LLC
357 West 910 South
Heber City, UT 84032
rcollins@westminstercollege.edu

Lt. Col. Karen White
FEA
139 Barnes Drive, Suite 1
Tyndall AFB, FL 32403-5319
Karen.white@tyndall.af.mil



Katie Savarin
Coordinator, Regulatory Operations