- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

Application of Rocky Mountain Power for Approval of Power Purchase Agreement between PacifiCorp and Monticello Wind Farm, LLC	DOCKET NO. 17-035-68 ORDER

ISSUED: May 7, 2018

The Public Service Commission ("PSC") concludes the power purchase agreement ("PPA") for which PacifiCorp dba Rocky Mountain Power ("RMP") seeks approval in its Application for Approval of Power Purchase Agreement between PacifiCorp and Monticello Wind Farm, LLC ("Application") does not contain rates reflective of RMP's avoided costs consistent with Schedule 38 and that RMP has not shown it is obliged under federal or state law to purchase electricity from Monticello Wind Farm, LLC ("MWF") at the rates enumerated in the PPA.

1. Procedural Background of this Docket

On December 20, 2017, RMP filed its Application. On January 5, 2018, the PSC issued a Scheduling Order, establishing a schedule for the Application's adjudication, including dispositive motion practice.

On March 9, 2018, the Division of Public Utilities ("DPU") and the Office of Consumer Services ("OCS") each filed motions for summary judgment ("DPU's Motion" and "OCS's Motion," respectively). On March 26, 2018, Monticello Wind Farm, LLC and Ellis-Hall

Consultants, LLC (collectively, "MWF")[1] filed a Joint Memorandum in Opposition to OCS's Motion and a Joint Memorandum in Opposition to DPU's Motion (collectively, "Original Responses"). On March 30, 2018, DPU and OCS jointly filed a Motion for Order to Show Cause Why Original Responses Should Not be Stricken ("Motion to Strike"), noting MWF's Original Responses contained attorney contact information in the headers for an attorney who had not appeared in the docket and who affirmatively disclaimed representing MWF. On April 2, 2018, MWF filed Errata with corrected copies of its responses to the DPU's Motion and the OCS's Motion ("Response to DPU's Motion" and "Response to OCS's Motion," respectively). On April 4, 2018, MWF filed its Opposition to the Motion to Strike. The DPU and OCS filed a reply in support of their Motion to Strike on April 9, 2018.

2. Factual Background

This docket arises out of an extensive chain of events going back to, at least, April 2013 and relating to numerous proceedings before the PSC and before the Utah Supreme Court. We summarize this background here as succinctly as we are able and only as we find necessary to inform the findings and conclusions in this Order.

[1] Ellis-Hall Consultants, LLC alleges it is the "owner and developer of MWF." (*See, e.g.,* Response to DPU's Motion at 4.) The parties appear to have generally assumed in their arguments that MWF is entitled to any rights Ellis-Hall Consultants, LLC may enjoy with respect to indicative pricing previously provided to Ellis-Hall Consultants. For purposes of this Order, we also assume, without deciding, the same.

a. The QF Pricing Docket and the Schedule 38 Docket

In October 2012, RMP initiated a new proceeding ("QF Pricing Docket") with the PSC, seeking revisions to the PSC-approved method for calculating avoided costs.[2] On August 16, 2013, the PSC issued an order ("QF Pricing Order") in the QF Pricing Docket that approved certain changes in the method used to calculate avoided costs. Specifically of interest here, the PSC discontinued use of what was called the "Market Proxy Method" for calculating avoided costs for wind QFs and adopted the same method that it applies to other forms of QFs, the "Proxy/PDDRR Method." This order refers to the former method as the "Former Pricing Method" and the latter as the "Current Pricing Method."

Two years later, in October 2014, the PSC opened a new docket, at the request of the DPU, for the purpose of "comprehensive consideration of issues related to Schedule 38."[3] We refer to this docket as the "Schedule 38 Docket." On June 9, 2015, the PSC issued an order ("Order Revising Schedule 38") in the Schedule 38 Docket approving a settlement stipulation that was unopposed and signed by six of the parties. Under this order and stipulation, Schedule 38 was revised to include a more detailed process for QFs and RMP to follow in working toward a PPA, including time-limited milestones for both RMP and the QFs. The revised Schedule 38 became effective on August 8, 2015, and this order refers to it simply as "Schedule 38."

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[2] *See 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*, Docket No. 12-035-100.

[3] *In the Matter of the Review of Electric Service Schedule No. 38, Qualifying Facilities Procedures, and Other Related Procedural Issues*, Docket No. 14-035-140.

Importantly, under Schedule 38, "[i]ndicative prices must be updated unless a PPA is executed within six (6) months after indicative pricing was provided by [RMP]."

b. MWF's 2013 Indicative Pricing, Its Prior Complaint and *Ellis-Hall II*

On April 15, 2013, MWF requested indicative pricing from RMP, which was before the Order Revising Schedule 38 issued.[4] At the time, Schedule 38 provided that RMP would "update its pricing proposals at appropriate intervals to accommodate any changes to [its] avoided-cost calculations" but it did not expressly require a PPA to be executed within six months as it does now.[5] Where relevant, we refer to this prior version of Schedule 38 as "Former Schedule 38."

MWF received indicative pricing from RMP on May 22, 2013 ("2013 Indicative Pricing"), which was after RMP had initiated the QF Pricing Docket seeking to revise the pricing method but before the PSC issued an order in that docket discontinuing the Former Pricing Method and adopting the Current Pricing Method.[6] Because the PSC had not yet approved a change, the Former Pricing Method was still in effect and RMP used it to calculate the 2013 Indicative Pricing.

On August 16, 2013, the PSC issued its order discontinuing the Former Pricing Method, and RMP later notified MWF it would not enter a PPA based on the discontinued Former Pricing

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[4] Response to DPU's Motion at 5 (specifically, MWF asserts it first requested pricing on May 25, 2012 and, after its request was ignored, requested pricing again on April 15, 2013).

[5] A copy of Former Schedule 38 is in the record attached as Exhibit 10 to the Response to DPU's Motion. The quoted language is at Sheet No. 38.5.

[6] Response to DPU's Motion at 5.

Method. MWF subsequently filed a complaint ("Complaint") with the PSC, on March 3, 2014, seeking to compel RMP to enter a PPA using the 2013 Indicative Pricing.[7]

MWF argued in its Complaint that the QF Pricing Order applied only prospectively and, notwithstanding the change in pricing method, MWF was entitled to pricing calculated with the Former Pricing Method. The PSC disagreed and dismissed the Complaint. MWF appealed to the Utah Supreme Court, which issued an opinion reversing the PSC's decision on July 28, 2016. *Ellis-Hall Consultants v. PSC*, 2016 UT 34, 379 P.3d 1270 (hereafter, "*Ellis-Hall II*").

c. The December 2017 PPA

On or about December 13, 2017, RMP and MWF executed the PPA for which RMP seeks approval.[8] On December 20, 2017, RMP filed its Application, which represents "[i]n accordance with … [*Ellis-Hall II*], the [PPA] uses the [Former Pricing Method] for pricing the energy." (Application at 3.) The PPA's term is 20 years with a scheduled commercial operation date of December 31, 2020. (*See id.*) Though the period in which the prices will be paid has been revised to reflect the 2020 commercial operation date, the prices RMP agrees to pay in the PPA are the same as those it provided in the 2013 Indicative Pricing for all overlapping periods.

In the Application, RMP asks the PSC to "issue an order approving the [PPA] and find the terms and conditions of the [PPA] to be just and reasonable and in the public interest." (*Id.*)

[7] *See* Complaint filed March 3, 2014, *In the Matter of the Formal Complaint of Ellis-Hall Consultants against PacifiCorp/Rocky Mountain Power*, Docket No. 14-035-24.
[8] Application at Ex. A.

d. Arguments Raised on Summary Judgment

The DPU's Motion argues the PSC should deny the Application because it violates Schedule 38. The DPU argues the PPA is subject to the requirements of Schedule 38 and was plainly not executed within six months of RMP's providing indicative pricing. (*See* DPU's Motion at 8-9.) The DPU points out that even if the period is calculated from the date of the *Ellis-Hall II* decision, July 28, 2016, MWF and RMP failed to execute a contract for nearly 17 months. (*See id.*) The DPU further points to evidence in the record suggesting RMP provided updates to the indicative pricing on or before October 12, 2016, more than 14 months before RMP and MWF finally executed a PPA. (*See id.* at 8.)

The OCS's Motion takes a different approach, arguing the "PPA cannot be approved in its present form because the avoided cost pricing for [MWF's] electricity … was not calculated at either the time of delivery of the electricity or the time the obligation to purchase the electricity occurred, as required by 18 C.F.R. § 292.304(d)." (OCS's Motion at 8.) The OCS argues that, to the extent *Ellis-Hall II* requires otherwise, the decision is preempted by federal law. (*See id.*)

3. Findings and Conclusions on Motion to Strike

In its Opposition to the Motion to Strike, MWF acknowledged the mistake in its Original Responses to the OCS's and DPU's Motions. MWF corrected the mistake in its April 2, 2018 errata filing, and on April 12, 2018, MWF's counsel filed an appearance. Desiring to reach the merits of the pending Motions, we consider MWF's Original Responses withdrawn and accept

MWF's Response to the OCS's Motion and Response to the DPU's Motion filed on April 2, 2018.

As the Original Responses are deemed withdrawn by the errata filings, we deny the Motion to Strike as moot.

4. Findings and Conclusions on Motions for Summary Judgment.

As a preliminary matter, it is important to underscore the PSC's understanding of the Application and our role in approving it.

Federal and state law require RMP to purchase electricity from QFs, an obligation we refer to as RMP's "Must Purchase Obligation." While RMP is compelled to purchase such electricity, the law does not require RMP to pay more for the power than it would pay to produce the power itself or to purchase it from another party, *i.e.* the law does not require RMP to pay rates in excess of RMP's "avoided costs."[9] The Utah Supreme Court has characterized "avoided cost rates [as] a safe-harbor of reasonableness in advancing the public's interest in protecting ratepayers." *Ellis-Hall Consultants, LLC v. PSC*, 2014 UT 52, P.25 [hereafter *Ellis-Hall I*].

In its Application, RMP asks the PSC to "issue an order approving the [PPA] and find the terms and conditions of the [PPA] to be just and reasonable and in the public interest."

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[9] PURPA requires the Federal Energy Regulatory Commission ("FERC") to establish regulations to implement utilities' obligations under PURPA but expressly provides "No such rule … shall provide for a rate which exceeds the incremental cost [*i.e.*, the "avoided cost"] to the electric utility of alternative electric energy." 16 USC § 824a-3(b)(2). The Utah Code similarly directs the PSC to devise a method for establishing rates that "considers the purchasing utility's avoided costs." Utah Code Ann. § 54-12-2(2). FERC's regulations reiterate that nothing in its applicable regulations "requires any electric utility to pay more than the avoided costs for purchases." 18 C.F.R. § 292.304(a)(2).

(Application at 3.) The requested relief is consistent with Schedule 38 which articulates a requirement for PSC approval prior to the agreements becoming effective. As the Utah Supreme Court has explained, "[i]n considering the parties' [PPAs] for approval, the PSC is tasked with a narrow, specific inquiry – to approve the agreed-upon power purchase *rates* as consistent with the 'public interest.'" *Ellis-Hall I*, 2014 UT 52, P.20 (emphasis in original). The court further explained that our inquiry concerning the "public interest" in this legal context is limited, taking meaning from PURPA and Utah Code § 54-12-2, and should focus on rates, which "[b]oth federal and state law … [require to be] at, or in some cases below, a utility's 'full-avoided-cost.'" *Id.* at P.23. Therefore, in evaluating the Application, we understand our primary role is to find whether the rates are in the "public interest" and, more specifically, do not exceed avoided costs.

a. On Its Face, the Application Represents RMP Used an Outdated Method to Calculate Avoided Cost Pricing.

According to FERC regulations, avoided costs are calculated, as the QF elects, either (i) at the time the QF delivers the electricity; or (ii) at the "time the obligation is incurred." 18 C.F.R. § 292.304(d)(2). Most QFs, in Utah, elect the latter as MWF has done, preferring the certainty of an established price at the inception of the contract.[10]

As mentioned above, under Schedule 38, avoided cost pricing for QFs' PPAs in Utah is ordinarily calculated at the time the QF receives indicative pricing, *provided the QF enters a*

[10] FERC has not defined when an "obligation is incurred." The obvious candidate is the date the parties execute the PPA, and execution of a PPA is certainly sufficient to establish the existence of the obligation. However, FERC has held that a "legally enforceable obligation" ("LEO") may exist prior to the execution of a written contract. *See, e.g., Grouse Creek Wind Park, LLC*, 142 F.E.R.C. P.61,187 (2013). This possibility is discussed in greater detail *infra* at 12-14.

PPA within six months. The development of a QF is a complex endeavor and Utah stakeholders have agreed, historically and generally, that pricing should not be continuously variable while a QF is in the process of obtaining a PPA. For this reason, and as discussed in greater detail below, Schedule 38 outlines a process, establishing milestones and benchmarks for both RMP and the QF, that allows a QF to execute a PPA with pricing equivalent to the indicative pricing it receives from RMP at the outset of the process but the QF must execute a PPA within six months. Otherwise, the QF is subject to updated, potentially lower, pricing.

Here, the Application, which asks us to approve pricing in a contract executed in December 2017, represents RMP used the "the proxy method," *i.e.* the Former Pricing Method, which the PSC discontinued in August 2013.[11] On its face, therefore, the Application forecloses our finding the PPA's pricing accurately reflects avoided costs under Schedule 38.[12]

For its part, RMP asserts in the Application that it used the Former Pricing Method "[i]n accordance with the Supreme Court of Utah's decision in [*Ellis-Hall II*]." (Application at 3.) However, RMP makes no effort to explain its basis for this conclusion, which we reject.

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[11] We also note the PPA's pricing is the same for any given month as it was for the same month in the 2013 Indicative Pricing. (*Compare* OCS's Motion, Ex. A *with* Application at Ex. 5.1.) Additionally, we note the proposed PPA is for a 20-year term. Although the parties have not thoroughly addressed the issue, the maximum contract length has been 15 years since January 7, 2015. *See* Order issued January 7, 2016, *In the Matter of the Application of Rocky Mountain Power for Modification of Contract Term of PURPA Power Purchase Agreements with Qualifying Facilities*, Docket No. 15-035-53.

[12] We acknowledge and address the possibility that MWF might demonstrate a LEO long before it executed the PPA *infra* at 12-14.

b. *Ellis-Hall II* Does Not Entitle MWF to Five-Year-Old Pricing.

In reversing the PSC, *Ellis-Hall II* specifically construed the terms of our QF Pricing Order, concluding that, "when read in light of [an earlier order] and Schedule 38," the QF Pricing Order did not require MWF to submit a new request for indicative pricing. *Ellis-Hall II*, 2016 UT 34 at P.37. However, the court was clear that its conclusion "does not mean that [MWF] has a right to require [RMP] to enter into a [PPA], or to require the [PSC] to approve such an agreement." (*Id.* at P.44.) The court noted the PSC had "point[ed] to provisions of state and federal law" and specifically to "16 USC § 824a-3 (mandating that rates charged for the purchase of energy not 'exceed[] the incremental cost to the electric utility of alternative electric energy')" that "purportedly would foreclose the [PPA] that [MWF] wishes to secure." (*Id.* at P.47.) The court expressly reserved judgment on this issue, concluding it was premature as the PSC "ha[d] not as yet declined to approve a [PPA] sought by [MWF]." (*Id.*)

Thus, even if MWF and RMP had executed a PPA immediately after the decision issued, *Ellis-Hall II* would not necessarily have required RMP to have entered the PPA or required the PSC to approve it.[13] Where RMP and MWF failed to enter a PPA for an additional 17 months, we conclude no colorable argument exists that *Ellis-Hall II* requires us to conclude RMP must purchase MWF's electricity at prices more than four and a half years old in violation of federal and state law.

[13] We also note that to construe *Ellis-Hall II* as requiring RMP to enter, and the PSC to approve, a PPA with prices in excess of avoided costs would be to interpret the opinion in a manner that puts it in direct conflict with preemptive federal law, which plainly requires the prices RMP pays under its Must Purchase Obligation not exceed avoided costs. *See supra* at 7, n.9.

c. The PPA is Subject to Schedule 38, but the Outcome Would Not be Different Were Former Schedule 38 Applicable.

The parties spend substantial effort arguing as to whether Schedule 38's six-month time period for execution is applicable to the PPA. We conclude it plainly is. We issued our Order Revising Schedule 38 nearly three years ago, in June 2015, and those changes became effective and published in the tariff in August of that year. RMP and MWF submitted a contract executed in December 2017, approximately two and a half years after those changes became effective. This is roughly *five times* the six-month period under which any similarly situated QF must finalize its contract after the provision of indicative pricing. The mere fact that MWF requested indicative pricing back in 2013 does not forever exempt it from revisions to the tariff. If MWF had missed the six-month window by a nominal amount of time, perhaps the question would warrant further examination. Where MWF failed to execute a contract for another two and a half years, no colorable argument can be made that it should not be subject to Schedule 38. For this reason, we do not reach or attempt to parse the parties' arguments concerning whether Schedule 38 is a "substantive" or "procedural" change and whether it may be applied "retroactively."[14] There is nothing retroactive about applying tariff provisions that have been effective since August 2015 to a PPA executed in December 2017.

Regardless, we conclude it makes no difference whether Schedule 38 or Former Schedule 38 applies because nothing in Former Schedule 38 vested a QF, who had obtained indicative pricing, to compel RMP to enter a contract years later based on stale pricing. Indeed, Former

[14] As discussed in greater detail below, we acknowledge that MWF spent a portion of this delay prosecuting its appeal before the Utah Supreme Court. However, the *Ellis-Hall II* decision issued on July 28, 2016, and MWF still failed to enter a contract for another 17 months.

Schedule 38 expressly provided RMP "will update its pricing proposals at appropriate intervals to accommodate any changes to [its] avoided-cost calculations …." (Response to DPU's Motion at Ex. 10, Sheet No. 38.5.)

We reiterate that our fundamental role in applying Schedule 38 (in any of its iterations) and approving PPAs is to ensure QFs have the opportunity to sell to RMP and that RMP pays no more than its avoided cost. Our Order Revising Schedule 38 provided greater specificity to the process, but it did not – could not – alter our role or the underlying law. RMP has presented us an Application that, on its face, represents the pricing is based on outdated avoided cost calculations. Whether we apply Former Schedule 38 or current Schedule 38, we cannot find that pricing reflects the avoided cost rates RMP must pay to satisfy its Must Purchase Obligation.

d. The Request for Agency Action in this Docket Does Not Allege the Existence of a LEO; if MWF Wishes the PSC to Adjudicate the Existence of a LEO, It Should File an Appropriate Request for Agency Action Setting Forth, in Detail, the Basis for Such Determination.

As an alternative argument, MWF argues it entered into a "legally enforceable obligation" or "LEO" prior to the QF Pricing Order, entitling it to pricing calculated under the Former Pricing Method.[15] As discussed above, avoided costs are calculated at the "time the

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[15] As a further alternative argument, MWF asserts the PSC "cannot apply" a LEO standard "against MWF" because such standard has not been expressly defined in PSC rule. In so arguing, MWF fundamentally misconstrues the role a LEO plays in the federal regulatory framework. The non-existence of a LEO is not "used against QFs," rather the LEO exists as an affirmative argument that a QF, which has been denied a written contract, may assert to establish its right to otherwise outdated pricing. FERC was concerned utilities might thwart QFs' efforts by delaying execution of a written contract until prices became unattractive to the QF. As a safeguard, FERC wrote its regulations to allow a QF to retain its pricing as of the date the QF's "obligation is incurred" as opposed to when a written contract is executed. Nevertheless, to the extent a QF wishes to rely on a LEO to establish a right to otherwise outdated pricing, there must be a showing the QF incurred a LEO at a time when the pricing accurately reflected avoided costs.

obligation is incurred." FERC has explained this phrasing is deliberate to provide for the possibility that a QF may enter a LEO even though no fully executed contract exists. The notion of a LEO "is intended to prevent a utility from circumventing the requirement that provides capacity credit for an eligible qualifying facility merely by refusing to enter into a contract with the [QF]." 45 Fed. Reg. 12214, 12224 (Feb. 25, 1980).

Whether a LEO exists is a fact-specific inquiry that is highly contingent on the specific events that have transpired between a utility and a QF.[16] According to FERC, a LEO arises only after a QF "commits itself" to provide capacity and/or energy to a utility, and FERC leaves it to state commissions to determine the date a LEO is incurred consistent with PURPA, its implementing regulations and state contract law. *See, e.g., Cedar Creek Wind, LLC*, 137 F.E.R.C. P61,006 (2011).

RMP makes no attempt to allege the existence of a LEO in its Application and takes no position on the matter in its briefing on the Motions. MWF offers some argument in its Opposition to the OCS's Motion. However, the only specific fact MWF offers in support of its contention that a LEO existed in 2012 is that "it purchased the developmental rights to properties located in San Juan County for the development of wind generation under a QF PPA." (Response to OCS's Motion at 14.)[17]

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[16] *See In the Matter of the Application of Rocky Mountain Power for Approval of the Power Purchase Agreement between PacifiCorp and Thayn Hydro, L.L.C.*, Docket No. 16-035-04, Order issued July 29, 2016 (examining whether a LEO existed under the "totality of [the] specific circumstances").

[17] MWF also itemizes a list of exhibits that it contends show "MWF incurred a[] LEO long-prior to the PSC's [Pricing Order]" but fails to explain how any of the exhibits or the events they reference substantiate the existence of a LEO. (Response to OCS's Motion at 15.)

We find the record in this docket is simply insufficient to make a determination as to whether MWF can establish a LEO, and we decline to push the parties forward to a hearing on this issue without a pleading or other request for agency action that specifically alleges the existence of a LEO and alleges facts to support its existence. Put another way, we do not believe, in responding to the Motions, MWF has been allowed a sufficient opportunity to raise this argument. If MWF wishes to file such a request, it may do so through a request for agency action. We will not adjudicate the issue where it has been raised haphazardly only in opposition to motions for summary judgment on a facially defective Application.

5. Order

We conclude, on its face, the Application fails to comply with Schedule 38 and uses outdated avoided cost pricing that is not reflective of RMP's Must Purchase Obligation under applicable law. Accordingly, we grant the OCS's Motion and the DPU's Motion.

We expressly reserve judgment and make no finding or conclusion as to whether MWF may demonstrate a LEO arose prior to the execution of its PPA in December 2017. If MWF wishes to assert the existence of a LEO, it should file a request for agency action to make such a finding with the PSC.

The Motion to Strike is denied as moot.

DATED at Salt Lake City, Utah, May 7, 2018.

/s/ Michael J. Hammer
Presiding Officer

Approved and Confirmed May 7, 2018, as the Order of the Public Service Commission of Utah.

/s/ Thad LeVar, Chair

/s/ David R. Clark, Commissioner

/s/ Jordan A. White, Commissioner

Attest:

/s/ Gary L. Widerburg
PSC Secretary
DW#301951

Notice of Opportunity for Agency Review or Rehearing

Pursuant to §§ 63G-4-301 and 54-7-15 of the Utah Code, an aggrieved party may request agency review or rehearing of this Order by filing a written request with the PSC within 30 days after the issuance of this Order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the PSC does not grant a request for review or rehearing within 20 days after the filing of the request, it is deemed denied. Judicial review of the PSC's final agency action may be obtained by filing a petition for review with the Utah Supreme Court within 30 days after final agency action. Any petition for review must comply with the requirements of §§ 63G-4-401 and 63G-4-403 of the Utah Code and Utah Rules of Appellate Procedure.

CERTIFICATE OF SERVICE

I CERTIFY that on May 7, 2018, a true and correct copy of the foregoing was delivered upon the following as indicated below:

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