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Attorneys for Renewable Energy Coalition

BEFORE THE PUBLIC SERVICE COMMISSION OF WYOMING

IN THE MATTER OF THE APPLICATION)	
OF ROCKY MOUNTAIN POWER FOR)	
MODIFICATION OF CONTRACT TERM)	Docket No. 20000-481-EA-15
OF PURPA POWER PURCHASE)	(Record No. 14220)
AGREEMENTS WITH QUALIFYING)	
FACILITIES)	

**RENEWABLE ENERGY COALITION'S
SUMMARY OF CONTENTIONS**

Renewable Energy Coalition, pursuant to Section 113 of the Rules of the Wyoming Public Service Commission ("PSC" or "Commission"), and the PSC's October 22, 2015 "Scheduling Order," hereby respectfully files this Summary of Contentions in the above-captioned matter. Renewable Energy Coalition contends:

1. Rocky Mountain Power's current Commission approved maximum contract term of prospective power purchase agreements ("PPAs") with qualifying facilities ("QFs") under the Public Utility Regulatory Policies Act of 1978 ("PURPA") is twenty years. Rocky Mountain

Power has proposed to lower the maximum proposed contract term for QFs to three years.

2. QFs have a right to enter into long-term contracts, and Rocky Mountain Power's proposal to lower contract terms to three years would prevent Wyoming QFs from entering into long-term contracts.

3. QFs have a right to be paid for the capacity they provide to the utility that purchases their power. Rocky Mountain Power's current methodology for paying QFs capacity does not include a capacity payment during the "resource sufficiency" period, which is currently about a decade. Contract terms shorter than Rocky Mountain Power's resource sufficiency period would prevent some QFs from being paid for capacity.

4. QFs have a right to be paid for the capacity they provide to the utility that purchases their power. Rocky Mountain Power has a twenty-year planning horizon for acquisition of its own resources. Contract terms shorter than the twenty-year planning horizon would prevent QFs from receiving capacity payments for the full value of the resources they cause Rocky Mountain Power to avoid.

5. Rocky Mountain Power's current methodology for paying existing QFs should be revised so that QFs entering into contract renewals should be paid for capacity during the resource sufficiency period because Rocky Mountain Power plans on their continued operation.

6. QFs have a right to a minimum contract term that is sufficient to allow both new and existing QFs an ability to obtain financing and continue to operate. Rocky Mountain Power's proposed three-year contract terms will prevent new and existing QFs from obtaining financing, and will result in preventing otherwise economic QFs from operating.

7. The Commission should not adopt any regulatory changes that are not narrow, targeted, and proportionate and that limit any potential harm to QFs and ratepayers. Baseload

hydro and existing QFs are not causing any problems for Rocky Mountain Power or its ratepayers, and should be excluded from any contract term changes, if any.

8. Shortening contract terms will harm QFs and ratepayers by increasing risks and costs, providing Rocky Mountain Power with another opportunity to raise obstacles to shut down existing projects, and harm QFs ability to make long-term plans that rely upon stable prices necessary for all aspects of operations.

9. Contract terms of five to ten years have had the practical effect of preventing QFs from developing in those states with short-term contracts.

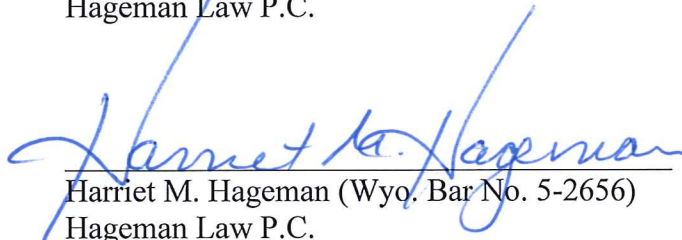
10. Rocky Mountain Power's Schedule 37 for QFs below the rate eligibility cap should be revised as it applies to seasonal hydroelectric projects. The capacity factors of seasonal hydroelectric projects provide should be calculated on an actual seasonal production basis rather than annually to more accurately account for the capacity benefits they provide.

11. A full explanation of the facts and issues set forth above is contained in the Renewable Energy Coalition's Direct, and Cross Answering Testimony.

Dated this 4th day of March, 2015.

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Respectfully Submitted
Hageman Law P.C.



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CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of March, 2016 an original and seven (7) copies of the foregoing **RENEWABLE ENERGY COALITION'S SUMMARY OF CONTENTIONS**, along with an electronic version, were filed with the Wyoming Public Service Commission, and a true and correct copy was sent via electronic mail addressed to the following:

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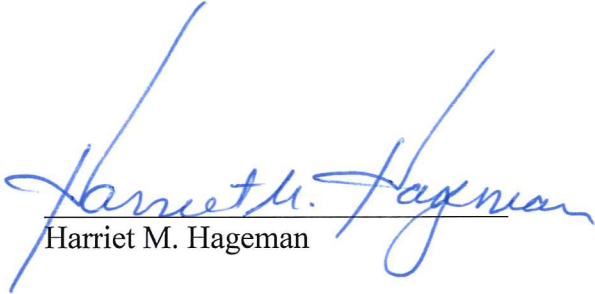
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