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*Attorney for Petitioner Greycliff Wind Prime, LLC*

DEPARTMENT OF PUBLIC SERVICE REGULATION  
BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MONTANA

IN THE MATTER of the Petition of  
Greycliff Wind Prime, LLC To Set Terms  
and Conditions for Qualifying Small Power  
Production Facility Pursuant to M.C.A. §  
69-3-603

UTILITY DIVISION  
DOCKET NO. D2015.8.64

**GREYCLIFF WIND PRIME, LLC'S REPLY IN SUPPORT OF MOTION FOR  
SUMMARY JUDGMENT REGARDING ARGUMENTS OF THE MONTANA  
CONSUMER COUNSEL**

Greycliff Wind Prime, LLC ("Greycliff") acting by and through counsel, hereby submits its reply in support of its motion for summary judgment regarding the response in opposition to Greycliff's motion submitted by the Montana Consumer Counsel ("MCC"). MCC does not appear to oppose Greycliff's motion for summary judgment on issues (1) and (2), which are, to refresh the Montana Public Service Commission's ("Commission") recollection as follows:

- (1) Did NWE have an obligation as a matter of law under PURPA to negotiate with Greycliff, as a QF, when NWE is not holding competitive solicitations which comply with A.R.M. § 38.5.1902(5), and;

(2) When NWE refused to negotiate at all with Greycliff when it is not holding competitive solicitations which comply with A.R.M. § 38.5.1902(5), was Greycliff entitled as a matter of law to a LEO pursuant to 18 C.F.R. § 292.304(d)(2);

Indeed, unless Greycliff misapprehends the MCC's position, its primary concern is with respect to the appropriate avoided cost rate for the Greycliff project, which Greycliff believes is encompassed by issue (3) as set forth below:

(3) When NWE refused to negotiate with Greycliff, and if the Commission determines a LEO was created by NWE's refusal to negotiate, and the Commission determines the contract terms and conditions proposed by Greycliff in its proposal and offer to negotiate<sup>1</sup> are consistent with PURPA and its implementing regulations, and are therefore just and reasonable,<sup>2</sup> does NWE as a matter of law have an obligation to accept those contract terms and conditions due to its refusal to negotiate?

The argument over the necessity of the Commission holding a hearing over the appropriate avoided cost rate for the Greycliff project is fully addressed in response to the arguments of NorthWestern Corporation d/b/a NorthWestern Energy ("NWE") in its response brief, and those arguments need not be repeated in full here but are instead incorporated by reference. However, Greycliff will note, just as is the case with NWE, the MCC does not provide any material or substantial evidence, despite the opportunity, to support the proposition that the Greycliff avoided cost rate proposal of \$50.35/MWh (including integration) is inconsistent with NWE's current avoided costs, unreasonable, or violates PURPA, nor has the

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<sup>1</sup> As set forth in Exhibit 1 to Greycliff's Petition to Set Contract Terms and Conditions in this Docket, which is the letter from Michael J. Uda to NWE, Dated July 2, 2015.

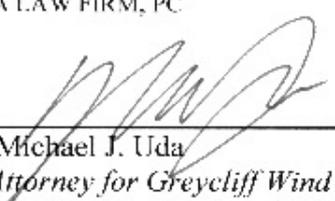
<sup>2</sup> Greycliff's wind project is variously referred to herein as "Greycliff" or "Greycliff Project" or "the Project."

MCC provided any reasoning that the sources of information relied upon by Greycliff in proposing this avoided cost for its project are inaccurate or unreliable, which includes Greycliff's Community Renewable Energy Program ("CREP") proposal in Docket D2005.2.18 which including integration was \$52.21/MWh, the Commission approved NWE-Greenfield stipulated rate of \$53.99 minus integration in Docket D2014.4.3, and all the sources the Commission reviewed in establishing the reasonableness of the stipulation in the Greenfield docket D2014.4.43.

In short, there is no reason for the Commission to hold a hearing when the proposed avoided cost rate for Greycliff project is plainly reasonable and consistent with recent Commission orders approving proposed contract rates and avoided cost rates which are consistent with prior sources of avoided cost rates. The Commission should grant Greycliff's motion for summary judgment.

RESPECTFULLY SUBMITTED this 30<sup>th</sup> day of September, 2015.

UDA LAW FIRM, PC

By: 

Michael J. Uda

*Attorney for Greycliff Wind Prime, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served on this 30<sup>th</sup> day of September, 2015 upon the following by first class mail postage pre-paid:

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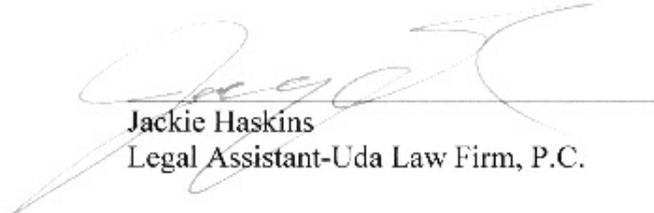
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I hereby certify an original was e-filed, and ten copies of the foregoing were hand-delivered to the following:

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Jackie Haskins  
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