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IDAHO PUBLIC UTILITIES COMMISSION

**For Avista Corporation**  
Michael G. Andrea (ISB No. 8308)  
Senior Counsel  
Avista Corporation  
1411 East Mission, MSC-17  
Spokane, WA 99202  
Phone: (509) 495-2564

**For Stimson Lumber Company**  
Lisa Zentner  
Purchasing Manager  
Stimson Lumber Company  
520 S. Yamhill, Suite 700  
Portland, OR 97204

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF THE JOINT PETITION )	
OF AVISTA CORPORATION AND )	<b>CASE NO. AVU-E- 21-07</b>
STIMSON LUMBER COMPANY FOR )	
APPROVAL OF AMENDMENT NO. 2 TO )	JOINT PETITION OF AVISTA
POWER PURCHASE AND SALE )	CORPORATION AND STIMSON
AGREEMENT )	LUMBER COMPANY
_____ )	

Avista Corporation (“Avista”) and Stimson Lumber Company (“Stimson”) (collectively, the “Parties”) hereby petition the Idaho Public Utilities Commission (“Commission”) for an order approving Amendment No. 2 to the Power Purchase Agreement (“Agreement”) between Avista and Stimson the Idaho Public Utilities Commission approved the Agreement, as amended by Amendment No. 1, in Order No. 34692 issued on June 15, 2020. Amendment No. 2 extends the term of the Agreement through December 31, 2023 and updates the Agreement to apply the current published avoided cost rates to all power purchases by Avista under the Agreement during the period from January 1, 2022 through December 31, 2023 (“Extension Period”). Amendment No. 2 is attached hereto as Exhibit A.

1. **Names and Addresses of Petitioners**

Avista Corporation  
1411 East Mission Avenue  
Spokane, WA 99202

Stimson Lumber Company  
520 S. Yamhill, Suite 700  
Portland, OR 97204

2. **Nature of Businesses**

Avista is a corporation created and organized under the laws of the State of Washington with its principal office in Spokane, Washington. Avista is an investor-owned utility engaged in, among other things, the business of generating, transmitting, and distributing electric power to wholesale and retail customers in Idaho and Washington. Avista also provides natural gas service to customers in Idaho, Washington, and Oregon. As such, Avista's rates, charges, services and practices are regulated, in part, by this Commission.

Stimson is a corporation organized under the laws of the State of Oregon that operates a thermal wood waste small power electric generation plant located at Plummer, Idaho ("Facility"). The Facility is capable of generating up to approximately 6.5 megawatts of energy. The Facility is a Qualifying Facility pursuant to the Public Utility Regulatory Policies of Act of 1978 ("PURPA").

3. **Names of Representatives**

All communications, pleadings, and orders with respect to this proceeding should be directed to:

**For Avista Corporation:**

Chris Drake  
Wholesale Marketing Manager

Michael G. Andrea  
Senior Counsel

Avista Corporation  
1411 E. Mission Ave., MSC-7  
Spokane, WA 99202  
Phone: (509) 495-8624  
Fax: (509) 777-5242  
E-mail: chris.drake@avistacorp.com

Avista Corporation  
1411 E. Mission Ave., MSC-17  
Spokane, WA 99202  
Phone: (509) 495-2564  
Fax: (509) 777-5468  
E-mail: michael.andrea@avistacorp.com

**For Stimson Lumber Company:**

Lisa Zentner  
Purchasing Manager  
Stimson Lumber Company  
520 S. Yamhill, Suite 700  
Portland, OR 97204  
Phone: 503-478-1552 / Shortel Ext: 7552  
E-mail: lzentner@stimsonlumber.com

**4. Description of Amendment No. 2**

The Agreement as amended by Amendment No. 1 was approved by the Commission in Order No. 34692 issued on June 15, 2020. The original Term of the Agreement was due to expire on December 31, 2021.

The Parties have executed Amendment No. 2 to extend the term of the Agreement for an additional two years. Specifically, the Amendment replaces Section 5.5 of the Agreement to extend the term as follows:

The term of the Agreement shall commence on the Effective Date and shall continue through December 31, 2023, unless terminated earlier by the terms and conditions contained herein.

Amendment No. 2 also replaces Exhibit E to the Agreement to update the avoided cost rates that will apply during the Extension Period.

Except as expressly amended, all other terms of the Agreement remain in full force and effect for the Extension Period.

**5. Conclusion**

Avista and Stimson jointly respectfully request that the Commission issue an order accepting Amendment No. 2 to the Agreement with an effective date of January 1, 2022.

Respectfully submitted this 13th day of July, 2021.

**AVISTA CORPORATION**

DocuSigned by:  
*Michael Andrea*  
Michael G. Andrea  
Senior Counsel

**STIMSON LUMBER COMPANY**

DocuSigned by:  
*Lisa Zentner*  
Lisa Zentner  
Purchasing Manager



## AMENDMENT NO. 2

This AMENDMENT NO. 2 (“Amendment No. 2”) to the Power Purchase Agreement (“Agreement”) between Avista Corporation (“Avista”) and the Stimson Lumber Company (“Project Developer”), is entered into by the Parties and this Amendment No. 2 shall be effective on January 1, 2022.

### RECITALS

WHEREAS, the Parties entered into the Agreement on December 23, 2019, under which Project Developer is to deliver and sell, and Avista is to purchase, electric energy generated from Seller’s Facility; and

WHEREAS, the Idaho Public Utilities Commission approved the Agreement, as amended by Amendment No. 1, in Order No. 34692 issued on June 15, 2020.

WHEREAS, Project Developer has requested to amend the Agreement to extend the term of the Agreement through December 31, 2023.

NOW THEREFORE, it is agreed as follows:

### AGREEMENT TO AMEND

1. Section 5.5 of the Agreement is deleted in its entirety and replaced with the following:

**5.5** The term of the Agreement shall commence on the Effective Date and shall continue through December 31, 2023, unless terminated earlier by the terms and conditions contained herein.

2. Exhibit E is deleted in its entirety and replaced with the Second Amended Exhibit E attached hereto as Attachment 1.


3. Except as expressly amended by the provisions set forth in this Amendment No. 2, all of the terms and conditions of the Agreement, as amended by Amendment No. 1, shall remain in full force and effect following execution of this Amendment No. 2 and each Party confirms, ratifies and approves the Agreement as amended by this Amendment No. 2. All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Agreement. For the avoidance of doubt, this Amendment No. 2 is hereby incorporated in the Agreement and, as of the effective date of this Amendment No. 2, all references to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment No. 2.

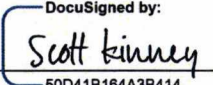
4. This Amendment No. 2 may be executed in two (2) or more counterparts, each of which shall be deemed as an original and together shall constitute one and the same document.

**IN WITNESS WHEREOF**, each Party has caused this Amendment No. 2 to be executed by its duly authorized representatives as of the date first set forth below.

**STIMSON LUMBER COMPANY**

**AVISTA CORPORATION**

By:    
 DocuSigned by:  
0A6CBAF0742D4FC...

By:    
 DocuSigned by:  
50D41B164A3B414...

Printed Name: Lisa Zentner

Printed Name: Scott Kinney

Title: Director of Purchasing

Title: Director Energy Supply

Date: Jul-13-2021 | 12:07 PM PDT

Date: Jul-13-2021 | 11:58 AM PDT

**ATTACHMENT 1**  
**SECOND AMENDED EXHIBIT E**

## Second Amended Exhibit E

### Purchase Prices<sup>1</sup>

Period	Heavy Load Hours	Light Load Hours
2022 Jan-Feb	\$53.65	\$48.25
2022 Mar-Jun	\$41.72	\$37.52
2022 Jul-Dec	\$53.65	\$48.25
2023 Jan-Feb	\$52.94	\$47.54
2023 Mar-Jun	\$41.18	\$36.98
2023 Jul-Dec	\$52.94	\$47.54

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<sup>1</sup> Rates from IPUC - Avista Rates Renewal Contracts 6-1-2021, Avoided Cost Rates for Non-Fueled Projects, Non-Levelized Rates, Resource: Other.