



Avista Corp.
1411 East Mission, P.O. Box 3727
Spokane, Washington 99220-0500
Telephone 509-489-0500
Toll Free 800-727-9170

August 10, 2022

Jan Noriyuki, Secretary
Idaho Public Utilities Commission
11331 W. Chinden Blvd
Building 8, Suite 201-A
Boise, ID 83714

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2022 AUG 10 AM 11:35
IDAHO PUBLIC
UTILITIES COMMISSION

RE: AVU-E-22-07 – Amendment 1 to the Second Amended and Restated PPA between Ford Hydro and Avista

Dear Ms. Noriyuki:

Enclosed for filing with the Commission in Case No. AVU-E-22-07 is an electronic copy of Amendment 1 to the Second Amended and Restated Power Purchase Agreement between Ford Hydro Limited Partnership and Avista Corporation.

Please direct any questions regarding this report to Michael Andrea at (509) 495-2564 or myself at 509-495-4584.

Sincerely,

/s/Paul Kimball

Paul Kimball
Manager of Compliance & Discovery
Avista Utilities
509-495-4584
paul.kimball@avistacorp.com

Enclosure

AMENDMENT NO. 1

This AMENDMENT NO. 1 ("Amendment") to the Second Amended and Restated Power Purchase Agreement ("Agreement") between Avista Corporation ("Avista") and the Ford Hydro Limited Partnership ("Ford Hydro"), is entered into by the Parties and this Amendment shall be effective on August 10, 2022, or such other date as set by the Commission.

RECITALS

WHEREAS, the Parties entered into the Agreement, under which Ford Hydro is to deliver and sell, and Avista will purchase, electric energy generated from Ford Hydro's Facility;

WHEREAS, on August 8, 2022, the Idaho Public Utilities Commission issued Order No. 34589, approving the agreement subject to the Parties amending Section 9.7 of the Agreement to reflect the significance of Commission approval; and

WHEREAS, the Parties desire to amend the Agreement consistent with Order No. 34589.

NOW THEREFORE, it is agreed as follows:

AGREEMENT TO AMEND

1. The first sentence of Section 9.7 of the Agreement is deleted and replaced in its entirety with the following sentence:

Any modifications to the Facility from the as-built description of the Facility in Exhibit D shall not be valid unless set forth in a written amendment to this Agreement signed by both Parties and subsequently approved by the Commission.

2. Except as expressly amended by the provisions set forth in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect following execution of this Amendment and each Party confirms, ratifies and approves the Agreement as amended by this Amendment. 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 is hereby incorporated in the Agreement and, as of the effective date of this Amendment, all references to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment.

3. This Amendment 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, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first set forth above.

FORD HYDRO LIMITED PARTNERSHIP AVISTA CORPORATION

By: 

Printed Name: Brenda Ford

Title: President Ford Hydro, Inc.

By: Christopher Drake Digitally signed by Christopher Drake
Date: 2022.08.10
08:29:42 -0700'

Printed Name: Christopher Drake

Title: Wholesale Marketing Mgr