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IDAHO PUBLIC
UTILITIES COMMISSION

Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)	
OF IDAHO POWER COMPANY FOR)	CASE NO. IPC-E-19-38
APPROVAL OR REJECTION OF AN)	
ENERGY SALES AGREEMENT WITH BIG)	REPLY COMMENTS OF
WOOD CANAL COMPANY FOR THE SALE)	IDAHO POWER COMPANY
AND PURCHASE OF ELECTRIC ENERGY)	
FROM THE SAGEBRUSH HYDRO)	
PROJECT.)	
_____)	

Idaho Power Company (“Idaho Power” or “Company”), in accordance with RP 201, *et seq.*, as well as the Idaho Public Utilities Commission’s (“IPUC” or “Commission”) Notice of Modified Procedure in this matter, Order No. 34529, and in response to the comments filed by Commission Staff (“Staff”) and reply comments filed by Wood Hydro, hereby respectfully submits the following Reply Comments.

Staff recommends the Sagebrush facility “be granted capacity payments for the full term of the replacement contract, but only for the amount of capacity in the current contract.” Staff Comments, p. 3. Staff recalculated a blended rate for the Sagebrush

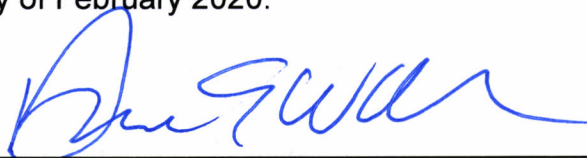
contract that removed the capacity payment on the incremental increase (145 kW) in nameplate capacity in the replacement contract over and above the nameplate capacity in the existing contract.

Idaho Power agrees with Staff's recommendation that only the nameplate capacity contained in the existing contract is entitled to capacity payments during the Company's current capacity deficiency period, for the full term of the replacement contract, in compliance with the past directives of the Commission. Idaho Power also verified that Staff's weighted-average blended rates were properly calculated and set forth in Staff's comments, p. 4, and Attachment A and B thereto.

Wood Hydro filed reply comments requesting a type of netting/offset with another Wood Hydro project and their replacement contract where the nameplate capacity went down, as opposed the increase here with Sagebrush. Idaho Power does not agree that this practice, or concept, is appropriate, and would not agree to net the output of two separate QF's, in two separate locations, with two separate contracts for purposes of setting a proper rate for capacity payments in a replacement contract.

Idaho Power will move forward with whatever rate the Commission determines to be appropriate for the Sagebrush contract, should the project wish to move forward.

Respectfully submitted this 21st day of February 2020.



DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of February, 2020, I served a true and correct copy of the within and foregoing REPLY COMMENTS OF IDAHO POWER COMPANY upon the following named parties by the method indicated below, and addressed to the following:

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Christy Davenport, Legal Assistant