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IDAHO PUBLIC  
UTILITIES COMMISSION

**DONOVAN E. WALKER**  
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February 4, 2022

**VIA ELECTRONIC MAIL**

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

Re: Case No. IPC-E-21-26  
Trout-Co Hydro Project  
Idaho Power Company's Application re the Energy Sales Agreement

Dear Ms. Noriyuki:

Attached for electronic filing is Idaho Power Company's Compliance Filing re First Amendment Edits in the above entitled matter. If you have any questions about the attached documents, please do not hesitate to contact me.

Very truly yours,

Donovan E. Walker

DEW:cld  
Enclosures

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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-21-26
APPROVAL OR REJECTION OF AN	)	
ENERGY SALES AGREEMENT WITH	)	IDAHO POWER COMPANY'S
MICHAEL BRANCHFLOWER, FOR THE	)	COMPLIANCE FILING RE:
SALE AND PURCHASE OF ELECTRIC	)	FIRST AMENDMENT EDITS.
ENERGY FROM THE TROUT-CO HYDRO	)	
PROJECT.	)	
	)	
	)	
	)	

Idaho Power Company ("Idaho Power") hereby respectfully submits to the Idaho Public Utilities Commission ("Commission") the accompanying edits to the First Amendment ("First Amendment") to the Energy Sales Agreement ("ESA") between Idaho Power and Michael Branchflower ("Seller") under which Idaho Power purchases electric energy generated by the Trout-Co Hydro project ("Facility") located near the city of Hagermen, Idaho. This edited First Amendment is submitted in compliance with Commission Order No. 35239, which approved the submitted Replacement ESA in this case, subject to certain revisions, as well as the Commission's subsequent approval of certain handwritten edits recommended by Commission Staff at its December 28, 2021,

decision meeting.

Idaho Power and Seller have made handwritten edits to the First Amendment, and initialed the same, as recommended by Staff's December 23, 2021, Decision Memorandum and as approved by the Commission at its December 28, 2021, decision meeting.

## **I. INTRODUCTION AND BACKGROUND**

1. Idaho Power and the Seller (jointly, "Parties") entered into an ESA on August 12, 2021, for the purchase and sale of energy produced by the Facility. The ESA is for the purchase of generation from the 280 kW nameplate capacity Trout-Co Hydro facility. The ESA is a replacement ESA to a January 7, 1985, ESA for the facility that ran its full term on November 30, 2021. This Replacement ESA was approved by the Commission in this case by Order No. 35239, on November 30, 2021.

2. In Order No. 35239 the Commission approved the Replacement ESA with the following modifications:

1. The Replacement ESA will use two sets of avoided cost rates between the Company and the Seller from 2021 through 2025: any hourly generation equal to or less than 240 kWhs will receive immediate capacity payment, and any hourly generation above 240 kWhs will not receive capacity payment until the Company becomes capacity deficient in 2026.

2. The 90/110 Rule will be implemented based on two sets of avoided cost rates from 2021 through 2025 until the Facility becomes eligible for capacity payments.

Order No. 35239, p 6. The Commission also directed implementation of the 90/110 with a contract price that is blended using the same method established in Case No. IPC-E-19-38. *Id.*, at p 5.



## **II. THE FIRST AMENDMENT**

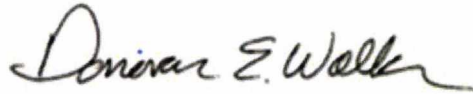
3. In Order No. 34677, Idaho Power and Seller executed the First Amendment to comply with, and implement, the Commission's directed modifications to the ESA to provide for the payment of capacity up to 240 kW, and a separate rate, without capacity, for any generation over 240 kW through the first capacity deficit date in 2026. The First Amendment provides the additional and proper rate tables as Appendix G, as well as the additional required language adjustments to Articles 1.8, 7.4, 7.5, 7.6, and Appendices E and G, as set forth in the First Amendment to the Energy Sales Agreement Between Idaho Power Company and Seller. Implementation of the 90/110 provision does not require amended language as described in Case No. IPC-E-19-38. The Amendment to the ESA was executed by Seller on December 2, 2021, and by Idaho Power on December 6, 2021. The Amendment does not otherwise change any of the obligations of the Parties set forth in the ESA.

4. On December 15, 2021, Idaho Power filed a Motion to Approve the First Amendment in compliance with Order No. 35239 with the Commission. Staff reviewed the First Amendment for compliance with the Commission's order and recommended that the First Amendment generally complied with the Commission directives but recommended several corrections to the language in several paragraphs. At its December 28, 2021, decision meeting the Commission approved Staff's recommended edits, and the Company's proposal to allow said edits to be handwritten, initialed, and added to the executed First Amendment. Included as Attachment 1 hereto are the handwritten and initialed corrections that conform to Staff's recommended edits.

### **III. REQUEST FOR RELIEF**

5. Idaho Power respectfully requests that the Commission issue an order accepting the edits to the First Amendment between Idaho Power and the Seller included as Attachment 1 in compliance with Order No. 35239.

Respectfully submitted this 4<sup>th</sup> day of February 2022.



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DONOVAN E. WALKER  
Attorney for Idaho Power Company

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 4<sup>th</sup> day of February 2022 I served a true and correct copy of the within and foregoing Idaho Power Company's Compliance Filing re First Amended Edits upon the following named parties by the method indicated below, and addressed to the following:

Michael Branchflower  
Trout-Co Hydro Project  
1991 S. Doe Creek Way  
Boise, ID 83709

via email to:

[MGBbranchflower@hotmail.com](mailto:MGBbranchflower@hotmail.com)

Dayn Hardie  
Deputy Attorney General  
Idaho Public Utilities Commission  
P.O. Box 83720  
Boise, ID 83720-0074

via email to:

[dayn.hardie@puc.idaho.gov](mailto:dayn.hardie@puc.idaho.gov)



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Christy Davenport, Legal Assistant



**BEFORE THE  
IDAHO PUBLIC UTILITIES COMMISSION**

**CASE NO. IPC-E-21-26**

**IDAHO POWER COMPANY**

**ATTACHMENT 1**



**FIRST AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
MICHAEL BRANCHFLOWER**

This First Amendment of the Energy Sales Agreement ("First Amendment") is entered into on this 6<sup>th</sup> day of December 2021, by and between Idaho Power Company, an Idaho corporation ("Idaho Power"), and Michael Branchflower, an individual ("Seller") (individually a "Party" and collectively the "Parties").

WHEREAS, Idaho Power and the Seller hold an Energy Sales Agreement ("ESA") dated August 12, 2021, for the purchase and sale of generation produced by the Trout-Co Hydro PURPA Qualifying Facility ("Facility"). The ESA contains Idaho Public Utilities Commission ("Commission") published avoided cost prices for a replacement ESA; and

WHEREAS, Appendix B of the ESA identifies that the Facility has increased the Nameplate Capacity to 280 kilowatts ("kW"), an increase of 40 kW from the Nameplate Capacity previously approved by the Commission in the Party's original firm energy sales agreement that expired November 30, 2021; and

WHEREAS, on November 30, 2021, the Commission approved the ESA in Order No. 35293, which states, "The Commission further finds that the Facility's eligibility for capacity payments in the Replacement ESA be based on the nameplate in the original contract. The additional incremental nameplate capacity (40 kW) will not receive capacity payments until the first deficit dated identified at the time of this contract renewal (2026). See Order No. 34956."; and


WHEREAS, Seller and Idaho Power desire to amend the ESA to include the appropriate published avoided cost appendices for pricing generation delivered by the Facility to Idaho Power applicable to the 40 kW increase in Nameplate Capacity.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this ESA by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Article I.** The following section of Article I shall be modified as written below:

1.8 **"Delay Price"** - The current month's Mid-Columbia Market Energy Cost minus the current month's All Hours Energy Price specified in Appendix E and GI of this Agreement. If this calculation results in a value less than zero (0), the result of this calculation will be zero (0).

Section 7.6  
CC for  
Idaho Power  




3. **Article VII.** Sections 7.4, 7.5 and 7.6 of Article VII of the ESA shall be deleted in their entirety and replaced with the following sections as written below:

7.4 Base Energy Heavy Load Purchase Price – For all <sup>hourly</sup> Base Energy received up to 240 kW <sup>hourly</sup> during Heavy Load Hours, Idaho Power shall pay the monthly non-levelized Base Energy Heavy Load Purchase Price as specified in Appendix E. For all <sup>hourly</sup> Base Energy received between 241 kW and 280 kW <sup>hourly</sup> during Heavy Load Hours for calendar years 2021-2025, Idaho Power shall pay the monthly non-levelized Base Energy Heavy Load Purchase Price as specified in Appendix G. For all <sup>hourly</sup> Base Energy received between 241 kW and 280 kW <sup>hourly</sup> during Heavy Load Hours for calendar years 2026 through the remaining term of the ESA, Idaho Power shall pay the monthly non-levelized Base Energy Heavy Load Purchase Price as specified in Appendix E.

7.5 Base Energy Light Load Purchase Price – For all <sup>hourly</sup> Base Energy received up to 240 kW <sup>hourly</sup> during Light Load Hours, Idaho Power shall pay the monthly non-levelized Base Energy Light Load Purchase Price as specified in Appendix E. For all <sup>hourly</sup> Base Energy received between 241 kW and 280 kW <sup>hourly</sup> during Light Load Hours for calendar years 2021-2025, Idaho Power shall pay the monthly non-levelized Base Energy Light Load Purchase Price as specified in Appendix G. For all <sup>hourly</sup> Base Energy received between 241 kW and 280 kW <sup>hourly</sup> during Light Load Hours for calendar years 2026 through the remaining term of the ESA, Idaho Power shall pay the monthly non-levelized Base Energy Light Load Purchase Price as specified in Appendix E.

7.6 All Hours Energy Price – The price to be used in the calculation of the Surplus Energy Price and Delay Price shall be the monthly non-levelized All Hours Energy Price in Appendix E for <sup>hourly</sup> generation received up to 240 kW <sup>hourly</sup> and the All Hours Energy Price in Appendix G for <sup>hourly</sup> generation received between 241 kW <sup>hourly</sup> and 280 kW <sup>hourly</sup> for calendar years 2021-2025. For calendar years 2026 through the remaining term of the ESA, the price to be used in the calculation of the Surplus Energy Price and Delay Price shall be the monthly non-levelized All Hours Energy Price in Appendix E.

4. **Appendix E and G.** Appendix E of the ESA shall be modified as written below and the ESA shall include a new Appendix G.

APPENDIX E

NON-SEASONAL HYDRO FACILITY ENERGY PRICES

(Prices based on the Maximum Capacity Amount of 280 240 kW (Years 2021-2025) and 280 kW (Years 2026-remaining Term), Non-Fueled Rates)

APPENDIX G

NON-SEASONAL HYDRO FACILITY ENERGY PRICES  
WITHOUT CAPACITY, YEARS 2021 THROUGH 2025

(Prices based on the Maximum Capacity Amount of 280 kW, Non-Fueled Rates)

These handwritten edits were  
approved by the Idaho Public Utilities  
Commission at its December 28, 2021  
decision meeting.

Camille Christensen for  
Idaho Power