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IDAHO PUBLIC UTILITIES COMMISSION

DONOVAN E. WALKER
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August 26, 2021

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-21-27
Riverside Investments I, LLC – Arena Drop Hydro Project
Idaho Power Company's Application re the Fourth Amendment to the
Energy Sales Agreement

Dear Ms. Noriyuki:

Attached for electronic filing is Idaho Power Company's Application for Approval of the Fourth Amendment to Energy Sales Agreement 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-21-27
APPROVAL OR REJECTION OF THE)	
FOURTH AMENDMENT TO THE ENERGY)	APPLICATION FOR APPROVAL
SALES AGREEMENT WITH RIVERSIDE)	OF THE FOURTH AMENDMENT
INVESTMENTS I, LLC FOR THE SALE AND)	TO ENERGY SALES
PURCHASE OF ELECTRIC ENERGY)	AGREEMENT
FROM THE ARENA DROP HYDRO)	
PROJECT)	

Idaho Power Company ("Idaho Power"), in accordance with RP 52 and the applicable provisions of the Public Utility Regulatory Policies Act of 1978 ("PURPA"), hereby respectfully applies to the Idaho Public Utilities Commission ("Commission") for an order accepting or rejecting the Fourth Amendment ("Amendment") to the Energy Sales Agreement ("ESA") between Idaho Power and Riverside Investments I LLC, ("Seller") under which Seller sells and Idaho Power purchases electric energy generated by the Arena Drop Hydro, project ("Facility") which is a PURPA Qualifying Facility.

In support of this Application, Idaho Power represents as follows:

I. INTRODUCTION AND BACKGROUND

1. Idaho Power and the Seller (jointly, "Parties") entered into an ESA on March 8, 2010, for the purchase and sale of energy produced by the Facility. This ESA was approved by the Commission in Case No. IPC-E-10-05, Order No. 31060, on April 1, 2010. The Parties entered into an Amendment to the ESA on October 2, 2014, to amend the definition of Mid-Columbia market Energy Cost. The Parties entered into a Second Amendment to the ESA on March 17, 2016, to change any references in the ESA from "Riverside Investments, LLC" to "Riverside Investments I, LLC." The Parties entered into a Third Amendment to the ESA on June 22, 2016, to amend Article 6.2.3 of the Agreement to include a change to the notification of Net Energy Amount ("NEA") monthly adjustments from three-month advanced notice to one-month advance notice. The Parties have now entered into this Fourth Amendment to the ESA to provide for notice of NEA monthly adjustments by the 25th of each month.

2. Section 6.2.3 of the ESA provides the Seller with the option to adjust the monthly estimated NEA within a specified time period. After the execution and approval of the ESA, the Seller requested a change to the time period for making the NEA adjustments. The Seller would like to change the NEA adjustment time period in Section 6.2.3 so that they can make adjustments by the 25th day of the preceding month in which a change is requested, similar to other such 25th day of the month provisions previously approved by the Commission.

II. THE AMENDMENT

3. The Amendment provides for the deletion of Section 6.2.3, Seller's Adjustment of Estimated Net Energy Amounts After the Operation Date, and replaces it with a new Section 6.2.3 set forth in the Amendment as follows:

6.2.2 Seller's Adjustment of Estimated Net Energy Amounts After the Operation Date – After the Operation Date, the Seller may revise any future monthly Estimated Net Energy Amounts by providing written notice no later than 5 PM Mountain Standard time on the 25th day of the month that is prior to the month to be revised. If the 25th day of the month falls on a weekend or holiday, then written notice must be received on the last business day prior to the 25th day of the month. For example, if the Seller would like to revise the Estimated Net Energy Amount for October, they would need to submit a revised schedule no later than September 25th or the last business day prior to September 25th.

a.) This revision must be submitted using the electronic portal provided by Idaho Power if available. If the electronic portal is not available, then written notice must be provided to Idaho Power by electronic notice (electronic mail) as agreed by both parties.

b.) If the Seller does not update the electronic portal or provide written notice of changes to the Estimated Net Energy Amounts, then it will be deemed to be an election of no change from the most recently provided monthly Estimated Net Energy Amounts. Except as otherwise provided in this Agreement, Idaho Power is unable to accept any requested changes to the Estimated Net Energy Amounts if the date and time that Idaho Power receives the requested change is after the deadline.

4. The Amendment does not otherwise change any of the obligations of the Parties set forth in the ESA. A copy of the Amendment is attached to this Application as Attachment 1 and is subject to the Commission's approval.

III. PROCEDURE

5. Idaho Power believes that a hearing is not necessary to consider the issues presented herein and respectfully requests that this Application be processed under Modified Procedure; i.e., by written submissions rather than by hearing. RP 201, *et seq.*

IV. COMMUNICATIONS AND SERVICE OF PLEADINGS

6. Communications and service of pleadings, exhibits, orders, and other documents relating to this proceeding should be sent to the following:

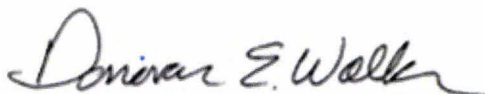
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energycontracts@idahopower.com

V. REQUEST FOR RELIEF

7. Idaho Power respectfully requests that the Commission issue an order: (1) authorizing that this matter may be processed by Modified Procedure and (2) accepting or rejecting the Amendment between Idaho Power and the Seller.

Respectfully submitted this 26th day of August 2021.



DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 26th day of August 2021, I served a true and correct copy of the within and foregoing APPLICATION FOR APPROVAL OF A FOURTH AMENDMENT TO ENERGY SALES AGREEMENT upon the following named parties by the method indicated below, and addressed to the following:

Terry Daugherty
Riverside Investments I, LLC
Riverside Hydro I, LLC
P.O. Box 328
Adrian, OR 97901

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email – terry@rsicorp.net



Christy Davenport, Legal Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-21-27

IDAHO POWER COMPANY

ATTACHMENT 1

**FOURTH AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
RIVERSIDE INVESTMENTS I, LLC**

This Fourth Amendment of the Firm Energy Sales Agreement (“Fourth Amendment”) is entered into on this 11th day of August 2021, by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Riverside Investments I, LLC, an Idaho limited liability company (“Riverside” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power entered into the Firm Energy Sales Agreement on March 8, 2010, (the “FESA”) for the purchase and sale of generation produced by the Arena Drop Hydro PURPA Qualifying Facility with a Maximum Capacity Amount of 520 kW that was approved by the Idaho Public Utilities Commission’s (“IPUC”) in Order No. 31060 issued on April 1, 2010; and

WHEREAS, Idaho Power entered into a First Amendment to the FESA on October 2, 2014 with (Riverside Investments, LLC) to amend the definition of Mid-Columbia Market Energy Cost; and

WHEREAS, Idaho Power entered into a Second Amendment to the FESA on March 17, 2016, with (Riverside Investments I, LLC) to change any references in the FESA from “Riverside Investments, LLC” to “Riverside Investments I, LLC”; and

WHEREAS, Idaho Power entered into a Third Amendment to the FESA on June 22, 2016, with (Riverside Investments I, LLC) to amend Article 6.2.3 of the Agreement to include a change to the notification of Net Energy Amount monthly adjustments from three-month advanced notice to one-month advance notice; and

WHEREAS, Seller and Idaho Power desire to amend Article 6.2.3 of the Agreement to include a change to the notification of Net Energy Amount monthly adjustments from one-month advanced notice to the 25th day of the month that is prior to the month to be revised. If the 25th day of the month falls on a weekend or holiday, then written notice must be received on the last business day prior to the 25th day of the month;

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 Agreement, as amended, by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Definitions.** Article 6.2.3 shall be deleted in its entirety and the following section shall be substituted in its stead:

6.2.3 Seller's Adjustment of Estimated Net Energy Amounts After the Operation Date - After the Operation Date, the Seller may revise any future monthly Estimated Net Energy Amounts by providing written notice no later than 5 PM Mountain Standard time on the 25th day of the month that is prior to the month to be revised. If the 25th day of the month falls on a weekend or holiday, then written notice must be received on the last business day prior to the 25th day of the month. For example, if the Seller would like to revise the Estimated Net Energy Amount for October, they would need to submit a revised schedule no later than September 25th or the last business day prior to September 25th.

- a.) This revision must be submitted using the electronic portal provided by Idaho Power if available. If the electronic portal is not available, then written notice must be provided to Idaho Power by electronic notice (electronic mail) as agreed by both Parties.
- b.) If the Seller does not update the electronic portal or provide written notice of changes to the Estimated Net Energy Amounts, then it will be deemed to be an election of no change from the most recently provided monthly Estimated Net Energy Amounts. Except as otherwise provided in the Agreement, Idaho Power is unable to accept any requested changes to the Estimated Net Energy Amounts if the date and time that Idaho Power receives the requested change is after the deadline.

3. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the IPUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the IPUC and request approval or rejection in its entirety pursuant to RP 274.

4. **Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

5. **Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

6. **Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

7. **Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

8. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to be duly executed as of the date above written.

RIVERSIDE INVESTMENTS I, LLC

By: 

Name: Terry Daugherty

Title: Managing Partner

Date: 8/11/21

IDAHO POWER COMPANY

By: 

Name: Ryan N. Adelman

Title: VP, Power Supply

Date: 8/11/21