



RECEIVED

2022 JUN 14 PM 4:18

IDAHO PUBLIC
UTILITIES COMMISSION

DONOVAN E. WALKER
Lead Counsel
dwalker@idahopower.com

June 14, 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-22-20
American Falls Solar II, LLC
Idaho Power Company's Application re the Second Amendment to the
Energy Sales Agreement

Dear Ms. Noriyuki:

Attached for electronic filing is Idaho Power Company's Application for Approval of Second 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

DONOVAN E. WALKER (ISB No. 5921)
MEGAN GOICOECHEA ALLEN (ISB No. 7623)
Idaho Power Company
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
Telephone: (208) 388-5317
Facsimile: (208) 388-6936
dwalker@idahopower.com
mgoicoecheaallen@idahopower.com

Attorneys 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-22-20
APPROVAL OF A SECOND AMENDMENT)	
TO THE ENERGY SALES AGREEMENT)	APPLICATION FOR APPROVAL
WITH AMERICAN FALLS SOLAR II, LLC)	OF SECOND AMENDMENT TO
FOR THE SALE AND PURCHASE OF)	ENERGY SALES AGREEMENT
ELECTRIC ENERGY.)	
)	
)	
)	

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 the Second Amendment (“Amendment”) to the Energy Sales Agreement (“ESA”) between Idaho Power and American Falls Solar II, LLC (“Seller”) under which Seller sells and Idaho Power purchases electric energy generated by the Seller’s 20 megawatt solar photovoltaic project (“Facility”) located in Power County, Idaho, 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 October 13, 2014, for the purchase and sale of energy produced by the Facility. This ESA was approved by the Commission in Order No. 33201 in Case No. IPC-E-14-35 on December 29, 2014.

2. Section 6.2.2 of the ESA provides the Seller with the option to adjust the monthly estimated Net Energy Amounts ("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 6.2.2 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 6.2.2, Seller's Adjustment of Estimated Net Energy Amounts, and replacement with a new Section 6.2.2 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 Prevailing 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.

4. The Amendment to the ESA to modify the NEA adjustment period was executed by the Parties on June 9, 2022. 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.

5. The Commission has previously approved several amendments for the same five-day advanced notice revisions to monthly generation estimates for existing projects utilizing the SAR methodology for avoided cost rates (i.e., Case Nos. IPC-E-19-01, IPC-E-19-03, IPC-E-19-04, IPC-E-19-07, IPC-E-19-12, IPC-E-21-05, IPC-E-21-23, IPC-E-21-27, IPC-E-21-28, IPC-E-21-29, IPC-E-21-31, IPC-E-22-03, and IPC-E-22-04). The Commission has also approved the same five-day generation estimate revision for new projects under the SAR (i.e., IPC-E-20-27); and for existing projects under the ICIRP methodology (i.e., IPC-E-20-38).¹

¹ The preceding case lists are known examples and may not be all-inclusive of every such case.

III. PROCEDURE

6. Because this is a matter that has been previously found to be just and reasonable and approved by the Commission on numerous occasions, Idaho Power believes the Commission can issue its Order approving the Second Amendment here with no further process or procedure. Alternatively, 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

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

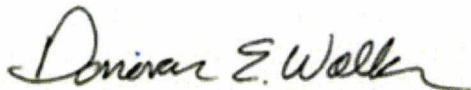
Donovan E. Walker
Megan Goicoechea Allen
IPC Dockets
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
dwalker@idahopower.com
mgoicoecheaallen@idahopower.com
dockets@idahopower.com

Energy Contracts
Idaho Power Company
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
energycontracts@idahopower.com

V. REQUEST FOR RELIEF

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

Respectfully submitted this 14th day of June 2022.



DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of June 2022, I served a true and correct copy of the within and foregoing APPLICATION upon the following named parties by the method indicated below, and addressed to the following:

American Falls Solar II, LLC
c/o Arevon Energy, Inc.
ATTN: Justin Johnson
8800 N. Gainey Center Drive, Suite 250
Scottsdale, Arizona 85258

Hand Delivered
 U.S. Mail
 Overnight Mail
 Fax
 Email: jjohnson@arevonenergy.com



Christy Davenport, Legal Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-22-20

IDAHO POWER COMPANY

ATTACHMENT 1

**SECOND AMENDMENT
TO THE
ENERGY SALES AGREEMENT
FOR THE
AMERICAN FALLS SOLAR II, LLC PROJECT**

This Second Amendment of the Energy Sales Agreement (“Second Amendment”) is entered into on this ___ day of 6/9/2022, 2022, by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and American Falls Solar II, LLC, a Delaware limited liability company (“Seller”), (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power entered into the Energy Sales Agreement on October 13, 2014, (the “ESA”) for the purchase and sale of energy from the American Falls Solar II, LLC Project (the “Project”) with American Falls Solar II, LLC approved by the Idaho Public Utilities Commission (“the Commission”) in Order No. 33201, Case No. IPC-E-14-35;

WHEREAS, the Parties executed the First Amendment of the ESA on December 1, 2016, (the “First Amendment”) to delete Article 3.3 “Solar Project Qualification”, correct a clerical error in Article 7.4 of the ESA, update Appendix B-1, Description of Facility, with more accurate information, address metering issues, and the addition of Appendix I, Net Energy Allocation, approved by the Idaho Public Utilities Commission (“the Commission”) in Order No. 33719, Case No. IPC-E-16-35;

WHEREAS, Seller and Idaho Power desire to amend Article 6.2.2 of the Agreement, as amended, 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 6.2.2 shall be deleted in its entirety and the following section shall be substituted in its stead:

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 Prevailing 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 Second Amendment are subject to the IPUC's approval of this Second Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this Second 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 Second Amendment, the Agreement shall remain in full force and effect.

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

6. Scope of Amendment. This Second 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 Second Amendment.

8. Counterparts. This Second 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 Second Amendment to be duly executed as of the date above written.

IDAHO POWER COMPANY

AMERICAN FALLS SOLAR II, LLC

By: Ryan N. Adelman

By: Justin Johnson

Name: Ryan N. Adelman

Name: Justin Johnson

Title: VP, Power Supply

Title: Authorized Signatory