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IDAHO PUBLIC UTILITIES COMMISSION

MEGAL GOICOECHEA-ALLEN
Corporate Counsel
mgoicoecheaallen@idahopower.com

September 12, 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-22-23
Cassia Wind Farm, 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,

Megan Goicoechea-Allen

MGA:clد
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-22-23
APPROVAL OF A SECOND AMENDMENT)	
TO THE ENERGY SALES AGREEMENT)	APPLICATION
WITH CASSIA WIND FARM, LLC.)	
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Idaho Power Company (“Idaho Power”), in accordance with Idaho Public Utilities Commissions (“Commission”) Rule of Procedure¹ 52 and the applicable provisions of the Public Utility Regulatory Policies Act of 1978 (“PURPA”), hereby respectfully applies to the Commission for an order accepting the Second Amendment (“Second Amendment”) to the Energy Sales Agreement (“Agreement”) between Idaho Power and Cassia Wind Farm, LLC (“Seller”) under which Seller sells and Idaho Power purchases electric energy generated by the Seller’s wind generating facility (“Facility”) located near Hagerman, Idaho, which is a PURPA Qualifying Facility.

¹ Hereinafter cited as RP.

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

I. INTRODUCTION AND BACKGROUND

1. Idaho Power and Seller (jointly, "Parties") entered into an Agreement on April 7, 2006, for the purchase and sale of energy produced by the Facility, which was described in Appendix B of the Agreement as consisting of "5 Suzlon, model S88 Wind turbines with individual generator ratings of 2.1 MW for each unit, for a total Facility generator rating of 10.5 MW." This Agreement was approved by the Commission on June 30, 2006 in Order No. 30086 in Case No. IPC-E-06-10.

2. On or about June 8, 2019, one of the Facility's Suzlon model S88 Wind Turbines ("Tower 5") was damaged due to a fire and rendered inoperable as a result. Subsequently, Seller researched the possibility of replacing Tower 5 but determined that the Suzlon model S88 was no longer in production or otherwise available from Suzlon, and Seller was ultimately unable to find a turbine, from either Suzlon or another source, with the same electrical and physical characteristics as Tower 5 that would be consistent with what was engineered, studied, and permitted for the Facility.

3. Despite the loss of the Tower 5 turbine, the Seller has continued to deliver generation. The Seller has remained compliant with the Mechanical Availability Guarantee and has adjusted its estimated net energy deliveries pursuant to the terms of the contract. However, with the loss and non-replacement of Tower 5, Appendix B to the Agreement contains information reflecting the existence of five (5) 2.1 MW turbine units that is no longer accurate based on the loss of Tower 5 and the corresponding reduction in the total Facility generator rating. Accordingly, the Parties desire to modify Appendix B, specifically Sections B-1, Description of Facility, and B-4, Maximum Capacity Amount, to reflect more current and accurate information.

II. THE SECOND AMENDMENT

4. The Second Amendment provides for the deletion of Section B-1, Description of Facility, and replacement with a new Section B-1 as follows:

B-1 DESCRIPTION OF FACILITY

The Facility shall consist of four (4) Suzlon model S88 Wind turbines with individual generator ratings of 2.1 MW for each unit, for a total Facility generator rating of 8.4 MW.

5. The Second Amendment also provides for the deletion of Section B-4, Maximum Capacity Amount, and replacement with a new Section B-4 as follows:

B-4 MAXIMUM CAPACITY AMOUNT: This value will be 8.4 MW which is the maximum energy (MW) that potentially could be delivered by the Seller's Facility to the Idaho Power electrical system at any moment in time.

6. The Second Amendment is intended to correct and update information in the Agreement and does not otherwise change any of the obligations of the Parties. A copy of the Second Amendment dated September 2, 2022, is attached to this Application as Attachment 1 and is subject to the Commission's approval.

III. MODIFIED PROCEDURE

7. Idaho Power believes that a technical 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.* If, however, the Commission determines that a technical hearing is required, the Company stands ready to prepare and present its testimony in such hearing.

IV. COMMUNICATIONS AND SERVICE OF PLEADINGS

8. 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

9. 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 Second Amendment between Idaho Power and Seller.

Respectfully submitted this 12th day of September 2022.



MEGAN GOICOECHEA ALLEN
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of September 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:

IPUC Secretary

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

Hand Delivered
 U.S. Mail
 Overnight Mail
 Fax
 Email: jan.noriyuki@puc.idaho.gov

Cassia Wind Farm, LLC

c/o Constellation Power
ATTN: David Dueker

Hand Delivered
 U.S. Mail
 Overnight Mail
 Fax
 Email: david.dueker@constellation.com

Cassia Wind Farm, LLC

c/o Constellation Power
ATTN: Ryon Swann

Hand Delivered
 U.S. Mail
 Overnight Mail
 Fax
 Email: ryon.swann@constellation.com



Christy Davenport, Legal Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-22-23**

IDAHO POWER COMPANY

ATTACHMENT 1

**SECOND AMENDMENT
TO THE
ENERGY SALES AGREEMENT
FOR THE
CASSIA WIND FARM, LLC PROJECT**

This Second Amendment of the Energy Sales Agreement (“Second Amendment”) is entered into on 9/2/2022, by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Cassia Wind Farm, LLC, an Idaho limited liability company (“Seller”), (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into the Energy Sales Agreement on April 7, 2006, (the “ESA”) for the purchase and sale of energy from the Cassia Wind Farm located near Hagerman, Idaho (the “Project”), which when constructed and declared operational in March 2009, consisted of five (5) Suzlon model S88 Wind Turbines with individual generator ratings of 2.1 MW for each unit. The ESA was approved by the Idaho Public Utilities Commission (“the Commission”) in Order No. 30086, Case No. IPC-E-06-10;

WHEREAS, the Parties executed the First Amendment to the ESA on May 12, 2014, (the “First Amendment”) to amend Article 1.12 (“Market Energy Cost”) in the ESA as agreed to in the stipulation entered into by the Parties and others in Case No. IPC-E-13-25;

WHEREAS, one of the Project’s Suzlon model S88 Wind Turbines (“Tower 5”) was damaged due to a fire on or about June 8, 2019, and rendered inoperable as a result. Subsequently, Seller researched the possibility of replacing Tower 5, but determined that the Suzlon model S88 was no longer in production or otherwise available from Suzlon, and Seller was ultimately unable to find a turbine, from either Suzlon or another source, with the same electrical and physical characteristics as Tower 5 that would be consistent with what was engineered, studied and permitted for the Project;

WHEREAS, Appendix B of the ESA, Sections B-1, Description of Facility, and B-4, Maximum Capacity Amount, contain information reflecting the existence of five (5) 2.1 MW turbine units that is no longer accurate based on the loss of Tower 5 and the corresponding reduction in the Project’s total Facility generator rating;

WHEREAS, Seller and Idaho Power desire to amend Appendix B of the ESA as set forth herein to reflect more current and accurate information based on the Seller’s loss of and inability to replace Tower 5 despite best efforts to do so, as described above;

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, as amended, by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Changes to Appendix B.** APPENDIX B, FACILITY AND POINT OF DELIVERY, is amended as follows:

2.1. Section B-1 (DESCRIPTION OF FACILITY) is deleted in its entirety and replaced with the following:

B-1 DESCRIPTION OF FACILITY

The Facility shall consist of four (4) Suzlon model S88 Wind turbines with individual generator ratings of 2.1 MW for each unit, for a total Facility generator rating of 8.4 MW.

2.2. Section B-4 (MAXIMUM CAPACITY AMOUNT) is deleted in its entirety and replaced with the following:

B-4 MAXIMUM CAPACITY AMOUNT: This value will be 8.4 MW which is the maximum energy (MW) that potentially could be delivered by the Seller's Facility to the Idaho Power electrical system at any moment in time.

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 ESA 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 ESA.

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 ESA, 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

By: Ryan N. Adelman

Name: Ryan N. Adelman

Title: VP, Power Supply

CASSIA WIND FARM, LLC

By: Ryon Swann

Name: Ryon Swann

Title: Manager