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IDAHO PUBLIC
UTILITIES COMMISSION

DONOVAN WALKER
Lead Counsel
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September 21, 2023

VIA ELECTRONIC FILING

Jan Noriyuki, Secretary
Idaho Public Utilities Commission
11331 W. Chinden Blvd., Bldg 8,
Suite 201-A (83714)
PO Box 83720
Boise, Idaho 83720-0074

Re: Case No. IPC-E-23-05
In the Matter of Idaho Power Company's Application for a Certificate of
Public Convenience and Necessity to Acquire Resources to be Online by
2024 and Approval of a Power Purchase Agreement with Franklin Solar LLC

Dear Ms. Noriyuki:

Attached for electronic filing, please find Idaho Power Company's Compliance
Filing Re: First Amendment to PPA in the above matter.

Please feel free to contact me directly with any questions you might have about
this filing.

Very truly yours,

A handwritten signature in black ink that reads "Donovan E. Walker". The signature is written in a cursive, flowing style.

Donovan E. Walker

DEW:cd
Enclosures

DONOVAN E. WALKER (ISB No. 5921)
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

Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER)	
COMPANY'S APPLICATION FOR A)	CASE NO. IPC-E-23-05
CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY TO)	IDAHO POWER COMPANY'S
ACQUIRE RESOURCES TO BE ONLINE)	COMPLIANCE FILING RE: FIRST
BY 2024 AND FOR APPROVAL OF A)	AMENDMENT TO PPA
POWER PURCHASE AGREEMENT WITH)	
FRANKLIN SOLAR LLC.)	

Idaho Power Company ("Idaho Power" or "Company") respectfully submits this Compliance Filing and the accompanying First Amendment to the Power Purchase Agreement Between Franklin Solar, LLC and Idaho Power Company ("First Amendment"), attached hereto as Attachment 1 and incorporated herein by this reference, for the Idaho Public Utility Commission's ("Commission") review and approval in compliance with Final Order No. 35900.

I. BACKGROUND

1. Idaho Power and Franklin Solar, LLC ("Franklin Solar") entered into a Power Purchase Agreement ("PPA") on January 20, 2023, for the purchase and sale of the Net Output and Green Tags generated by Franklin Solar's Facility consisting of 100 MW (AC) solar powered generation facility. Section 3.1 of the PPA requires the Commission's

approval of the PPA. The PPA was filed for review and approval with the Commission on February 17, 2023, Case No. IPC-E-23-05.

2. On August 23, 2023, the Commission issued Final Order No. 35900 approving the PPA with identified updates to Section 7.12.2.3, Section 12.2.2, and Section 23.1. The Commission directed Idaho Power to file an updated PPA with the Commission within thirty (30) days from the service date of the Order (by September 22, 2023).

3. Idaho Power and Franklin Solar have executed the accompanying First Amendment making the identified updates to the PPA from Order No. 35900. The First Amendment requires Commission Approval.

II. THE FIRST AMENDMENT TO THE PPA

4. On September 14, 2023, Idaho Power and Franklin Solar executed the attached First Amendment, intending the same to address the Commission's identified updates to the PPA referenced in Final Order No. 35900. The Commission directed updates to Section 7.12.2.3 and Section 23.1 as well as a correction to Section 12.2.2. The First Amendment address each identified item as follows:

2. **Amendment.** (new language is underlined, and deleted language uses ~~strikethrough~~)

A. Section 7.12.2.3 of the PPA shall hereby be Amended as follows:

"... Seller shall pay Idaho Power liquidated damages equal to (i) the product of (A~~i~~) the Output Shortfall for that month, multiplied by (B~~ii~~) Idaho Power's Cost to Cover for that month- plus (ii) additional transmission charges, if any, reasonably incurred by Idaho Power for replacement energy. The Parties acknowledge that replacement power purchased within Idaho Power's balancing authority area, or at Idaho Power's border with an adjacent balancing authority area, does not incur additional transmission charges for purposes of this Agreement. ..."

B. Section 12.2.2 of the PPA shall hereby be Amended as follows:

“... Seller shall first satisfy its obligations under ~~Section 12.7~~ Section 12.6 and then Idaho Power shall pay Seller, on the earlier of the date payment would otherwise be due in respect of the month in which the failure occurred or within five (5) Business Days after invoice receipt, an amount equal to Seller’s Cost to Cover multiplied by the amount of Net Output so not purchased, less amounts received by Seller pursuant to ~~Section 12.7~~ Section 12.6. ...”

C. Section 23.1 of the PPA shall hereby be Amended as follows:

“... No modification hereof shall be effective unless it is in writing and executed by both Parties and subsequently approved by the IPUC.”

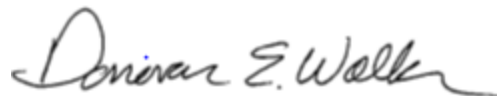
First Amendment, p. 1-2.

5. As referenced in Staff Comments in this matter, the identified updates to the PPA are similar to those that were required in the Pleasant Valley Solar PPA which were approved by the Commission in a similar Amendment to the PPA and compliance filing. Case No. IPC-E-22-29.

III. CONCLUSION

6. Idaho Power respectfully requests that the Commission approve the First Amendment in compliance with its Final Order No. 35900 approving the PPA submitted in this matter.

DATED at Boise, Idaho, this 21st day of September, 2023.



DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 21st day of September 2023 I served a true and correct copy of IDAHO POWER COMPANY'S COMPLIANCE FILING RE: FIRST AMENDMENT TO THE PPA upon the following named parties by the method indicated below, and addressed to the following:

<p>Commission Staff Chris Burdin Deputy Attorney General Idaho Public Utilities Commission 11331 W. Chinden Blvd., Bldg No. 8 Suite 201-A (83714) PO Box 83720 Boise, ID 83720-0074</p>	<p><input type="checkbox"/> Hand Delivered <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Overnight Mail <input type="checkbox"/> FAX <input type="checkbox"/> FTP Site <input checked="" type="checkbox"/> Email Chris.Burdin@puc.idaho.gov</p>
<p>City of Boise Darrell Early Deputy City Attorney Boise City Attorney's Office 150 N. Capitol Blvd. PO Box 500 Boise, ID 83701</p>	<p><input type="checkbox"/> Hand Delivered <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Overnight Mail <input type="checkbox"/> FAX <input type="checkbox"/> FTP Site <input checked="" type="checkbox"/> Email dearly@cityofboise.org boisecityattorney@cityofboise.org</p>
<p>Wil Gehl Energy Program Manager Boise City Dept. of Public Works 150 N. Capitol Blvd. P.O. Box 500 Boise, Idaho 83701-0500</p>	<p><input type="checkbox"/> Hand Delivered <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Overnight Mail <input type="checkbox"/> FAX <input type="checkbox"/> FTP Site <input checked="" type="checkbox"/> Email wgehl@cityofboise.org</p>



Christy Davenport
Legal Administrative Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-23-05**

IDAHO POWER COMPANY

ATTACHMENT 1

FIRST AMENDMENT TO THE POWER PURCHASE AGREEMENT
BETWEEN
FRANKLIN SOLAR, LLC
AND
IDAHO POWER COMPANY

This First Amendment to the Power Purchase Agreement (“First Amendment”) dated as of September 14, 2023, (“Effective Date”) is entered into by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and Franklin Solar, LLC, an Idaho limited liability company (“Seller”), (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power entered into the Power Purchase Agreement (“PPA”) with the Seller on January 20, 2023, for the purchase and sale of the Net Output and Green Tags generated by Seller’s Facility consisting of 100 MW (AC) solar powered generation facility. Section 3.1 of the PPA requires Idaho Public Utilities Commission (“Commission”) approval of the PPA. The PPA was filed for review and approval with the Commission on February 17, 2023, Case No. IPC-E-23-05.

WHEREAS, on August 23, 2023, the Commission issued Final Order No. 35900 approving the PPA with identified updates to Section 7.12.2.3, Section 12.2.2, and Section 23.1. The Commission directed Idaho Power to file an updated PPA with the Commission within thirty (30) days from the service date of the Order.

WHEREAS, the Parties desire to enter into this First Amendment to the PPA to address the Commission’s identified updates and submit the same for the Commission’s approval.

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

2. **Amendment.** (new language is underlined, and deleted language uses ~~strikethrough~~)

A. Section 7.12.2.3 of the PPA shall hereby be Amended as follows:

“... Seller shall pay Idaho Power liquidated damages equal to (i) the product of (A) the Output Shortfall for that month, multiplied by (B) Idaho Power's Cost to Cover for that month: plus (ii) additional transmission charges, if any, reasonably incurred by Idaho Power for replacement energy. The Parties acknowledge that replacement power purchased within Idaho Power’s balancing authority area, or at Idaho Power’s border with an adjacent balancing authority area,

does not incur additional transmission charges for purposes of this Agreement. ...”

B. Section 12.2.2 of the PPA shall hereby be Amended as follows:

“... Seller shall first satisfy its obligations under ~~Section 12.7~~ Section 12.6 and then Idaho Power shall pay Seller, on the earlier of the date payment would otherwise be due in respect of the month in which the failure occurred or within five (5) Business Days after invoice receipt, an amount equal to Seller’s Cost to Cover multiplied by the amount of Net Output so not purchased, less amounts received by Seller pursuant to ~~Section 12.7~~ Section 12.6. ...”

C. Section 23.1 of the PPA shall hereby be Amended as follows:

“... No modification hereof shall be effective unless it is in writing and executed by both Parties and subsequently approved by the IPUC.”

3. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Commission’s approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction.

4. **Effect of Amendment.** Except as expressly amended by this First Amendment, the terms and conditions of the PPA remain unchanged.

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

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 hereof.

7. **Authority.** Each Party represents and warrants that as of the Effective Date: (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 PPA, 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 First Amendment to be duly executed as of the date above written.

IDAHO POWER COMPANY

FRANKLIN SOLAR, LLC

By: Adam

By: Brian

Name: Adam Richards

Name: Brian Stallman

Title: COO

Title: Vice President

APPROVED AS TO FORM:
Idaho Power Legal Department
This date 9-14-23 DEW