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IDAHO PUBLIC  
UTILITIES COMMISSION

**DONOVAN E. WALKER**  
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May 16, 2024

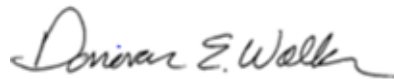
Monica Barrios-Sanchez, Secretary  
Idaho Public Utilities Commission  
11331 W. Chinden Boulevard  
Building 8, Suite 201-A  
Boise, Idaho 83714

Re: Case No. IPC-E-24-20  
Idaho Power Company's Application for Approval of the First Amendment to  
the Power Purchase Agreement with PVS 2, LLC

Dear Ms. Barrios-Sanchez:

Attached please find Idaho Power Company's Application for Approval of First Amendment to Power Purchase Agreement to be filed in the above-entitled matter. If you have any questions about the attached documents, please do not hesitate to contact me.

Sincerely,



Donovan E. Walker

DEW:cd  
Attachments

DONOVAN E. WALKER (ISB No. 5921)  
Idaho Power Company  
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P.O. Box 70  
Boise, Idaho 83707  
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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-24-20
APPROVAL OF THE FIRST AMENDMENT	)	
TO THE POWER PURCHASE	)	APPLICATION FOR APPROVAL
AGREEMENT WITH PVS 2, LLC.	)	OF FIRST AMENDMENT TO
	)	POWER PURCHASE
	)	AGREEMENT
	)	

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Idaho Power Company (“Idaho Power” or “Company”), in accordance with Idaho Public Utilities Commission Rule of Procedure<sup>1</sup> 52, hereby respectfully applies to the Idaho Public Utilities Commission (“Commission”) for an order approving the First Amendment (“First Amendment”) to the Power Purchase Agreement (“PPA” or “Agreement”) between Idaho Power and PVS 2, LLC (“PVS 2” or “Seller”). The First Amendment, attached hereto as Attachment 1, was executed to change the Scheduled Commercial Operation Date in the PPA from December 31, 2026, to May 31, 2026. No other changes to the PPA are proposed by the First Amendment.

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<sup>1</sup> Hereinafter cited as RP.

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

## **I. INTRODUCTION AND BACKGROUND**

1. Idaho Power entered into a PPA with the PVS 2 on December 5, 2023, for the purchase and sale of energy and Green Tags for the benefit of Brisbie, LLC (“Brisbie” or “Customer”) pursuant to a Special Contract between Idaho Power and Brisbie (“Special Contract”). The PPA was filed for review and approval with the Idaho Public Utilities Commission (“Commission”) on January 3, 2024. Case No. IPC-E-24-01. Commission Staff filed its Comments regarding the PPA on April 3, 2023, recommending approval of the PPA. *Id.*, Staff Comments, p 3. No other Comments were submitted in the case, and the matter is currently fully submitted for the Commission’s decision and Order.

2. The Special Contract between Idaho Power and Brisbie was filed for review and approval with the Commission on December 22, 2021, and approved by Order No. 35777 on May 11, 2023. Case No. IPC-E-21-42.

3. The PVS 2 PPA is the second PPA resource acquired pursuant to Brisbie’s Special Contract. The first PPA was with Pleasant Valley Solar for a 200 MW solar generation facility. The first PPA was approved by the Commission on April 12, 2023. Order No. 35739, Case No. IPC-E-22-29. Both PPAs have a common developer and with construction well underway for the first PPA with a March 2, 2025, Scheduled Commercial Operation Date the developer was able to commit to bringing the second PPA online earlier, by May 31, 2026, rather than December 31, 2026. This better aligns the new generation with Brisbie’s anticipated load and Idaho Power’s anticipated 2026 summer peak load.

## **II. THE AMENDMENT**

4. The First Amendment simply changes the Scheduled Commercial Operation Date from December 31, 2026, to May 31, 2026, by changing December to May in Section 1.123 of the PPA as provided below:

1.123 'Scheduled Commercial Operation Date' means May~~December~~ 31, 2026, subject to adjustment for delays due to Events of Force Majeure, delay beyond the date set forth in or otherwise agreed pursuant to Section 3.1.4, and Interconnection Delay.

## **III. MODIFIED PROCEDURE**

5. 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**

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

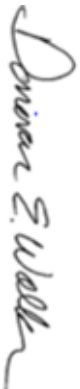
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**V. REQUEST FOR RELIEF**

7. Idaho Power respectfully requests that the Commission issue an order approving the First Amendment to the PPA submitted herewith without change or condition.

Respectfully submitted this 16<sup>th</sup> day of May 2024.



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DONOVAN E. WALKER  
Attorney for Idaho Power Company

**BEFORE THE  
IDAHO PUBLIC UTILITIES COMMISSION  
CASE NO. IPC-E-24-20**

**IDAHO POWER COMPANY**

**ATTACHMENT 1**

**FIRST AMENDMENT TO THE POWER PURCHASE AGREEMENT**  
**BETWEEN**  
**PVS 2, LLC**  
**AND**  
**IDAHO POWER COMPANY**

This First Amendment to the Power Purchase Agreement (“First Amendment”) is effective as of May 14, 2024 (“Effective Date”) and is entered into by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and PVS 2, LLC, a Utah 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 December 5, 2023, for the purchase and sale of energy and Green Tags for the benefit of Brisbie, LLC (“Brisbie” or “Customer”) pursuant to a Special Contract between Idaho Power and Brisbie (“Special Contract”). The PPA was filed for review and approval with the Idaho Public Utilities Commission (“Commission”) on January 3, 2024. Commission Staff filed its Comments regarding the PPA on April 3, 2023, recommending approval of the PPA. Case No. IPC-E-24-01.

WHEREAS, the Special Contract between Idaho Power and Brisbie was filed for review and approval with the Commission on December 22, 2021, and approved by Order No. 35777 on May 11, 2023. Case No. IPC-E-21-42.

WHEREAS, the PPA contains a Scheduled Commercial Operation Date of December 31, 2026, and the Parties desire to enter into this First Amendment to the PPA to change the Scheduled Commercial Operation Date to May 31, 2026, 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~~)

Section 1.123 of the PPA shall hereby be Amended as follows:

“1.123 ‘Scheduled Commercial Operation Date’ means May~~December~~ 31, 2026, subject to adjustment for delays due to Events of Force Majeure, delay beyond the date set forth in or otherwise agreed pursuant to Section 3.1.4, and Interconnection Delay.”

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

IDAHO POWER COMPANY

PVS 2, LLC

By: Adam Richins

By: Luigi Resta

Name: Adam Richins

Name: Luigi Resta

Title: SVP & Chief Operating Officer

Title: Authorized Signatory