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IDAHO PUBLIC
UTILITIES COMMISSION

Attorney for Idaho Power Company

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Boise, Idaho 83702

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
OF IDAHO POWER COMPANY FOR) CASE NO. IPC-E-04-21
APPROVAL OF THE PURCHASE OF)
NON-FIRM ENERGY BETWEEN) APPLICATION
IDAHO POWER COMPANY AND)
McCOLLUM ENTERPRISES, LLC.)

COMES NOW Idaho Power Company ("Idaho Power" or the "Company")
and hereby requests that the Commission issues its Order approving a Uniform
Agreement under Schedule 86 between Idaho Power and McCollum Enterprises, LLP
("McCollum") dated September 22, 2004, for the purchase of non-firm energy from the
Canyon Springs small hydro project ("Project") ("Agreement").

1. McCollum has been selling energy to Idaho Power under a Firm
Energy Sales Agreement dated April 12, 1984. The Operational Date of the Project
under the previous agreement was September 30, 1984 with an agreement term of 20

years. Thus this Firm Energy Sales Agreement expires September 30, 2004. This Project is a qualified small power production facility under the under the applicable provisions of the Public Utilities Regulatory Policy Act of 1978 ("PURPA"). McCollum wishes to continue to sell energy to Idaho Power under a Schedule 86, non-firm energy sales agreement.

2. Idaho Power and McCollum have entered into the Agreement pursuant to Idaho Power Company's IPUC-approved Schedule 86, Cogeneration Small Power Production Non-Firm Energy. A copy of the Agreement is attached hereto as Attachment 1.

3. Section 8 of the Agreement provides that "This agreement shall not become effective until the Commission approves all terms and provisions hereof without change or condition and declares that all payments to be made hereunder shall be allowed as prudently incurred expenses for ratemaking purposes."

4. The Agreement, as signed and submitted by the parties, contains non-firm energy rates in conformity with posted tariffs and applicable Commission orders.

5. Because the April 12, 1984 Firm Energy Sales Agreement will likely expire before the Commission can process this Application and issue its order, Idaho Power requests that the Commission order that the effective date for this agreement be October 1, 2004.

6. Service List. Service of pleadings, exhibits, orders and other documents relating to this proceeding should be served on the following:

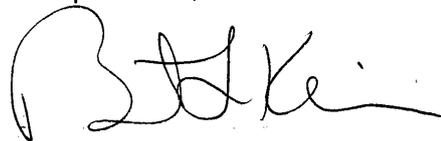
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NOW, THEREFORE, based on the foregoing, Idaho Power Company hereby requests that the Commission issue its Order:

- (1) Approving the terms and provisions of the Agreement between Idaho Power Company and McCollum without change or condition; and
- (2) Declaring that effective October 1, 2004, all payments made under the Agreement shall be allowed as prudently incurred expenses for ratemaking purposes.

DATED at Boise, Idaho, this 22nd day of September, 2004.



BARTON L. KLINE
Attorney for Idaho Power Company

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

ATTACHMENT 1

IDAHO POWER COMPANY

CASE NO. IPC-E-04-_____

**IDAHO POWER COMPANY
SCHEDULE 86
UNIFORM AGREEMENT**

For the Purchase of Non-Firm Energy From Qualifying Facilities

THIS AGREEMENT made this 22nd day of September, 2004, between McCollum Enterprises, L.L.P., William David McCollum – General Manager whose mailing address is P O Box 112, Twin Falls, Idaho 83303-0112 hereinafter called Seller and IDAHO POWER COMPANY, a corporation with its principal office located at 1221 West Idaho Street, Boise, Idaho hereafter called "Company".

NOW, THEREFORE, The parties agree as follows:

1. Company shall purchase Energy produced by the Seller's Qualifying Facility located at or near Twin Falls, Idaho, County of Twin Falls State of Idaho, located in the NW ¼ of Section 33 Township 9 south, Range 17 east, BM, in the form of three phase 60 Hz and at a nominal phase to phase potential of 480 volts, subject to emergency operating conditions of the Company. Purchases under this Agreement are subject to the Company's applicable Tariff provisions, including but not limited to Schedules 86 and 72 approved by and as may be hereafter modified by the Idaho Public Utilities Commission ("Commission") and the provisions of this Agreement.

2. Seller shall pay Company for all costs of Interconnection Facilities as provided for in Exhibit A of this Agreement and Schedule 72.

3. In addition to the charges provided under Paragraph 2, Seller shall pay to the Company the monthly Operations and Maintenance Charge specified in Schedule 72 on the Investment by the Company in Interconnection Facilities which investment is set forth in Exhibit A, attached hereto and made a part hereof. As such investment changes, in order to provide facilities to serve Seller's requirements, Company shall notify Seller in writing of additions or deletions of facilities by forwarding a dated revised Exhibit A, which shall become part of this Agreement. The monthly Operation & Maintenance Charge will be adjusted to correspond to the Revised Exhibit A.

4. The initial date of acceptance of Energy under this Agreement is subject to the Company's ability to obtain required labor, materials, equipment, satisfactory rights of way, and comply with governmental regulations.

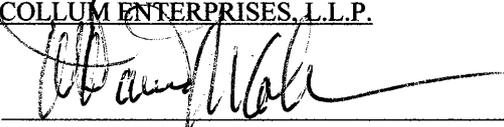
5. The term of this Agreement shall become effective on the date first above written, and shall continue to full force and effect until canceled by Seller upon sixty (60) days prior written notice.

6. This Agreement and the rates, terms, and conditions of service set forth or incorporated herein, and the respective rights and obligations of the parties hereunder, shall be subject to valid laws and to the regulatory authority and orders, rules, and regulations of the Commission and such other administrative bodies having jurisdiction.

7. Nothing herein shall be construed as limiting the Commission from changing any rates, charges, classification or service, or any rules, regulation or conditions relating to service under this Agreement, or construed as affecting the right of the Company or the Seller to unilaterally make application to the commission for any such change.

8. This Agreement shall not become effective until the Commission approves all terms and provisions hereof without change or condition and declares that all payments to be made hereunder shall be allowed as prudently incurred expenses for ratemaking purposes.

MCCOLLUM ENTERPRISES, L.L.P.

BY 

General Manager

IDAHO POWER COMPANY

BY 


Vern Porter, Mgr., Power Supply Operations