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IDAHO PUBLIC
UTILITIES COMMISSION

Attorneys for Alpha Wind LLC, Bravo Wind LLC,
Charlie Wind LLC, Delta Wind LLC, and Echo Wind LLC

**BEFORE THE IDAHO
PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF THE) **CASE NO. IPC-E-10-51**
APPLICATION OF IDAHO POWER)
COMPANY FOR A DETERMINATION)
REGARDING A FIRM ENERGY SALES)
AGREEMENT BETWEEN IDAHO) **COMMENTS OF ALPHA WIND LLC**
POWER AND ALPHA WIND, LLC)
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IN THE MATTER OF THE) **CASE NO. IPC-E-10-52**
APPLICATION OF IDAHO POWER)
COMPANY FOR A DETERMINATION)
REGARDING A FIRM ENERGY SALES)
AGREEMENT BETWEEN IDAHO)
POWER AND BRAVO WIND, LLC) **COMMENTS OF BRAVO WIND LLC**
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IN THE MATTER OF THE) **CASE NO. IPC-E-10-53**
APPLICATION OF IDAHO POWER)
COMPANY FOR A DETERMINATION)
REGARDING A FIRM ENERGY SALES)
AGREEMENT BETWEEN IDAHO)
POWER AND CHARLIE WIND, LLC) **COMMENTS OF CHARLIE WIND**
) **LLC**
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IN THE MATTER OF THE) **CASE NO. IPC-E-10-54**
 APPLICATION OF IDAHO POWER)
 COMPANY FOR A DETERMINATION)
 REGARDING A FIRM ENERGY SALES)
 AGREEMENT BETWEEN IDAHO)
 POWER AND DELTA WIND, LLC) **COMMENTS OF DELTA WIND LLC**
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IN THE MATTER OF THE) **CASE NO. IPC-E-10-55**
 APPLICATION OF IDAHO POWER)
 COMPANY FOR A DETERMINATION)
 REGARDING A FIRM ENERGY SALES)
 AGREEMENT BETWEEN IDAHO)
 POWER AND ECHO WIND, LLC) **COMMENTS OF ECHO WIND LLC**
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COMES NOW, Alpha Wind LLC, Bravo Wind LLC, Charlie Wind LLC, Delta Wind LLC, and Echo Wind LLC, each of which is managed by Cotterel WindEnergy Center LLC (collectively the “Cotterel WindEnergy Center LLCs”), and pursuant to the Idaho Public Utilities Commission’s (“Commission’s”) Notice of Modified Procedure and Order No. 32188, hereby files these Comments in the above-captioned matters.¹ For the reasons set forth below, the Cotterel WindEnergy Center LLCs respectfully request that the Commission approve the Firm Energy Sales Agreements (“FESAs”) with Idaho Power for each of the five projects.

¹ The relevant facts for each of these five projects are substantially similar. Counsel for the Cotterel WindEnergy Center LLCs has therefore filed a single set of Comments applicable to all five projects to save the Commission and other interested parties from the need to review five separate sets of Comments.

INTRODUCTION

The five Cotterel WindEnergy Center LLCs are each located near Burley, Idaho, and are each qualifying facilities (“QFs”) entitled to contracts with rates set at Idaho Power’s full avoided costs, under the Public Utility Regulatory Policies Act of 1978 (“PURPA”), as implemented by the Idaho Public Utilities Commission. Alpha Wind LLC, Bravo Wind LLC, Delta Wind LLC, and Echo Wind LLC will have an output of 29.9 megawatts (“MW”), and Charlie Wind LLC will have an output of 27.6 MW. Each will generate 10 average monthly megawatts (“aMW”) or less. The Cotterel WindEnergy Center LLCs and their predecessors and parent companies began developing these wind projects in 2001, and possess rights to use all federal, state, and private lands necessary for the projects. They have proceeded through a System Impact Study with Idaho Power for interconnection of a larger overall output of 177 MW, under a queue position which the projects still retain. Interconnection is feasible based on the existing studies.

In total, the developers of the five projects have spent approximately \$7 million. The Cotterel WindEnergy Center LLCs’ predecessor project was the finalist in Idaho Power’s June 2009 wind request for proposals (“RFP”).

On October 28, 2010, the Cotterel WindEnergy Center LLCs provided Idaho Power with five standard PURPA contracts containing non-levelized rates in Order No. 31025, executed by the Cotterel WindEnergy Center LLCs. After Idaho Power, along with Avista Utilities and Rocky Mountain Power, filed the Joint Motion to Reduce the Published Rate Eligibility Cap on November 5, 2010, the Cotterel WindEnergy Center LLCs each filed complaints against Idaho

COMMENTS OF ALPHA WIND LLC, BRAVO WIND LLC, CHARLIE WIND LLC, DELTA WIND LLC, AND ECHO WIND LLC

CASE NOS. IPC-E-10-51, IPC-E-10-52, IPC-E-10-53, IPC-E-10-54, IPC-E-10-55

PAGE 3

Power on November 8, 2010, alleging they were entitled to standard PURPA contracts and Idaho Power had unreasonably required the projects to proceed through unnecessary interconnection and transmission processes in response to the QFs' contract submittals when the QFs already possessed the rights obtained through Idaho Power's Large Generator Interconnection Process in its Open Access Transmission Tariff ("OATT"). Idaho Power and the Cotterel WindEnergy Center LLCs agreed to stay the complaint proceedings and execute standard QF wind contracts. On Friday, December 10, 2010, after the QFs agreed to proceed through Idaho Power's new interconnection and transmission process in response to Idaho Power's continued insistence to use that process, Idaho Power provided five executable contracts. The Cotterel WindEnergy Center LLCs executed the agreements on December 13, 2010, and sent them to Idaho Power, which executed the originals on December 15, 2010, and filed the contracts for Commission approval on December 16, 2010.

On February 7, 2011, the Commission issued Order No. 32176, wherein it reduced the eligibility cap to 100 kilowatts ("kw") for wind and solar QFs, and stated the effective date of the order would be December 14, 2010. Idaho Power informed the QFs on February 23, 2011, that it had incorrectly determined the QFs must proceed through the new transmission process, and stated it would instead continue the process under Idaho Power's OATT, which is how the QFs proposed proceeding all along. Because the Cotterel WindEnergy Center LLCs meet any grandfathering test for entitlement to the published avoided cost rates, the Commission should

approve all five contracts.²

LEGAL BACKGROUND

A. The Public Utility Regulatory Policies Act of 1978's Mandatory Purchase Provisions

This case involves the Commission's implementation of the mandatory purchase obligation of PURPA, which requires electric utilities to purchase power produced by cogenerators or small power producers that obtain status as a QF. 16 U.S.C. § 824a-3(a)(2). Congress's intent "was to encourage the promotion and development of renewable energy technologies as alternatives to fossil fuels and the construction of new generating facilities by electric utilities." *Rosebud Enterprises, Inc. v. Idaho Pub. Util. Commn.*, 128 Idaho 609, 613, 917 P.2d 766, 780 (1996). "Traditional electric utilities were reluctant to purchase power from, and sell power to, the nontraditional facilities." *FERC v. Mississippi*, 456 U.S. 742, 750, 102 S.Ct. 2126, 2132-2133 (1982). To overcome this problem, "§ 210(a) [of PURPA] directs the [Federal Energy Regulatory Commission ("FERC")], in consultation with state regulatory authorities, to promulgate such rules as it determines necessary to encourage cogeneration and small power production, including rules requiring utilities to offer to sell electricity to, and purchase electricity from, qualifying cogeneration and small power production facilities." *Id.*, 456 U.S. at 750-51, 102 S.Ct. at 2133.

The price PURPA section 210(b) requires the utilities to pay to QFs in exchange for a

² The Cotterel WindEnergy Center LLCs note that several parties to GNR-E-10-04 have disputed whether the effective date of Order No. 32176 could be retroactively effective on December 14, 2010. For purposes of these comments, the Cotterel WindEnergy Center LLCs will use December 14, 2010, as the effective date, without conceding that the Commission had the authority to make the reduction in the eligibility cap retroactively effective.

QF's electrical output is termed the avoided cost rate, which is the cost to the utility of producing the energy itself or purchasing it from an alternative source. 16 U.S.C. § 824a-3(b), (d). FERC promulgated regulations requiring utilities to compensate QFs for the utilities' *full* avoided cost. 18 C.F.R. § 292.304(a), (b); *Small Power Production and Cogeneration Facilities; Regulations Implementing Section 210 of the Public Utility Regulatory Policy Act of 1978*, 45 Fed. Reg. 12,214, 12,222-12,223 (Feb. 25, 1980). The U.S. Supreme Court directly affirmed FERC's "full-avoided-cost rule," *American Paper Institute, Inc. v. FERC*, 461 U.S. 402, 417-18, 103 S.Ct. 1921, 1930 (1983), and that rule is still in effect today.

FERC's regulations entitle QFs to long term contract rates set at the utilities' full avoided costs at the time the QF commits itself to a legally enforceable obligation to deliver its project's output. 18 C.F.R. § 292.304(a), (b), (d)(2)(ii); *JD Wind 1, LLC*, "Order Denying 'Request for Rehearing, Reconsideration or Clarification,'" 130 FERC ¶ 61,127, ¶ 23 (February 19, 2010). Further, FERC's regulations require utilities to publish "standard rates" available for long term contracts available to QFs below a state-implemented maximum generating capacity. 18 C.F.R. § 292.304(c)(1)-(3). The Idaho Commission requires utilities in Idaho to make the rates in the published rate schedule available to QFs that generate less than 10 aMW. *See U.S. Geothermal, Inc. v. Idaho Power Company*, Case No. IPC-E-04-8, Order No. 29632, p. 14 (2004). On February 7, 2011, however, the Commission reduced the eligibility cap to 100 kw for wind and solar QFs and stated the effective date of this reduction would be December 14, 2010. *See Order No. 32176*, at pp. 11-12.

B. PURPA Grandfathering Criteria

When the published rates change, or become otherwise unavailable to a QF before the QF can obtain a contract, the QF is entitled to grandfathered rates if it can “demonstrate that ‘but for’ the actions of [the utility, the QF] was otherwise entitled to a power purchase contract.” *Earth Power Resources, Inc. v. Washington Water Power Company*, Case No. WWP-E-96-6, Order No. 27231 (1997) (finding utility delayed negotiations and therefore QF was entitled to grandfathered rate); *see also Blind Canyon Aquaranch v. Idaho Power Company*, Case No. IPC-E-94-1, Order No. 25802 (1994); *Snow Mountain Pine v. Maudin*, 84 Or. App. 590, 600, 734 P.2d 1366, 1371 (1987).

The most onerous test the Commission has ever used for determining grandfather eligibility is the pre-filed complaint test. This test requires, prior to the effective date of the rate change, the QF must have obtained an executed contract, or have filed a meritorious complaint at the Commission alleging it is entitled to a contract. *See A.W. Brown Co., Inc. v. Idaho Power Co.*, 121 Idaho 812, 816-18, 828 P.2d 841, 845-47 (1992). The Idaho Supreme Court has never mandated this test as the Commission’s only available way to test whether a QF had effected a legally enforceable obligation, and the Commission has not applied this onerous pre-filed complaint test consistently. *See, e.g., Blind Canyon Aquaranch*, Order No. 25802; *Earth Power Resources, Inc.*, Order No. 27231.

PROCEDURAL AND FACTUAL BACKGROUND

A. Development Overview

Boise-based Windland Inc. began development of the wind resource on Cotterel Mountain in 2001. *Affidavit of Kevin Simmons*, at ¶ 3. Windland and Shell Wind Energy Inc. (“SWE”) entered into a Project Development Agreement in 2003 to jointly share in the development and costs associated with permitting a wind generating complex of up to 200 MW in capacity. *Id.* at ¶ 4. Although Windland retains a substantial financial interest in the project’s success, in 2008, SWE purchased the controlling interest in the project from Windland and has been continuing the development, environmental monitoring and marketing of the project. *Id.* at ¶ 5.

Since development began in 2001 the development partners have performed extensive wind data collection and analyses, constructability reviews, an intensive and a very expensive Environmental Impact Study required due to the project’s location on land managed by the United States Bureau of Land Management, and other related project development activities. *Id.* at ¶ 6. To date, the partners have invested approximately \$7 million. *Id.* at ¶ 7. They currently possess all real property rights and permits necessary to build the QF projects, as well as the necessary local zoning permits. *Id.* at ¶¶ 9-15.

In addition to a capital investment of close to \$300 million required to complete development of the QFs, the project will provide significant local benefits in terms of construction jobs (approximately 250) and full time jobs (approximately 18), property taxes and other direct benefits for the local economy. *Id.* at ¶ 8.

COMMENTS OF ALPHA WIND LLC, BRAVO WIND LLC, CHARLIE WIND LLC, DELTA WIND LLC, AND ECHO WIND LLC

CASE NOS. IPC-E-10-51, IPC-E-10-52, IPC-E-10-53, IPC-E-10-54, IPC-E-10-55

PAGE 8

B. Discussions with Idaho Power prior to PURPA submittal

Because the Cotterel Mountain wind resource area lies within the Idaho Power's service territory and is very near the Idaho Power transmission system, Windland began discussions with Idaho Power in 2002. *Id.* at ¶¶ 20-21. In 2006, SWE bid the Cotterel Mountain Project into Idaho Power's RFP seeking up to 150 MW of wind energy. *Id.* at ¶ 22. Idaho Power did not select the Cotterel Mountain Project in that RFP, but Idaho Power subsequently solicited a proposal from SWE to sell the development rights to Idaho Power. *Id.* at ¶¶ 23-24. SWE expended time and expenses to submit a detailed proposal, but Idaho Power never responded to SWE's proposal. *Id.* at ¶ 24-25.

SWE bidded the Cotterel Mountain Project into Idaho Power's 2009 RFP, as a 150 MW project. *Id.* at ¶ 26. In late 2009, Idaho Power informed SWE that it had selected the Cotterel Mountain Wind project as a short-list bidder. *Id.* at ¶ 27. After many months of negotiations, it appeared to SWE that the final contract terms were settled in July 2010. *Id.* at ¶ 28. But Idaho Power subsequently requested very significant additional concessions and ultimately terminated the negotiations and closed the RFP in summer 2010. *Id.* at ¶ 29. At that time, SWE was still interested in continuing the negotiations to reach a final agreement. *Id.* at ¶ 30.

Through the years, Windland and SWE have been engaged in the interconnection process with Idaho Power's interconnection and transmission personnel through Idaho Power's Large Generator Interconnection Process under its OATT. *Id.* at ¶ 31. Idaho Power first completed an interconnection feasibility study on July 1, 2005, which indicated that up to 240 MW could be safely injected into the local transmission system at cost acceptable to the development partners.

COMMENTS OF ALPHA WIND LLC, BRAVO WIND LLC, CHARLIE WIND LLC, DELTA WIND LLC, AND ECHO WIND LLC

CASE NOS. IPC-E-10-51, IPC-E-10-52, IPC-E-10-53, IPC-E-10-54, IPC-E-10-55

PAGE 9

Id. at ¶¶ 32-33.

In October 2009, SWE re-activated the interconnection process with Idaho Power for a project of a reduced size of 177 MW, and was told that because no new generation had been proposed in the area since the original Feasibility Study in 2005 Idaho Power would move directly into the System Impact Study (“SIS”) as Generator No. 302. *Id.* at ¶ 34. Idaho Power completed the SIS on March 15, 2010, which concluded that the full output of 177 MW could be successfully integrated into the Idaho Power Transmission system at the point of interconnection without significant modifications to the transmission system. *Id.* at ¶ 35. The Project entered into a Facilities Study Agreement on April 22, 2010. *Id.* at ¶ 36. In July 2010, Idaho Power contacted SWE regarding the Facility Design Study and began to arrange a series of calls to discuss construction costs and schedules to meet a December 2012 online date. *Id.* at ¶ 37.

C. The Qualifying Facilities’ Contracts Submittals

In fall 2010, SWE developed five qualifying facilities at the Cotterel Mountain Wind Complex. *Id.* at ¶ 38. Alpha Wind LLC, Bravo Wind LLC, Delta Wind LLC, and Echo Wind LLC will each have an output of 29.9 MW, and Charlie Wind LLC will have an output of 27.6 MW. *Id.* at ¶ 39. These QFs will each generate 10 megawatts or less when the output is averaged over any given month. *Id.* The generation equipment of each is separated by at least one mile at the closest points. *Id.* In October 2010, the five projects were each self-certified as qualifying facilities. *Id.* at ¶ 40.

On October 28, 2010, the Cotterel WindEnergy Center LLCs provided Idaho Power with five standard PURPA contracts containing the non-levelized rates in Order No. 31025, executed

COMMENTS OF ALPHA WIND LLC, BRAVO WIND LLC, CHARLIE WIND LLC, DELTA WIND LLC, AND ECHO WIND LLC

CASE NOS. IPC-E-10-51, IPC-E-10-52, IPC-E-10-53, IPC-E-10-54, IPC-E-10-55

PAGE 10

by the Cotterel WindEnergy Center LLCs. *Id.* at ¶ 41. These five contracts were mirror images of the most recently approved wind QF standard contract at the time (from Case No. IPC-E-09-25), with the exception that the Cotterel WindEnergy Center LLCs' contracts contained different project specifics, lower rates contained in Order No. 31025, and a higher delay liquidated damages security amount of \$45 per kw consistent with the most recent QF contracts. *Id.* at ¶ 42 and Exhibits 1 – 5.³ SWE provided a cover letter with each of the contracts indicating that the QFs planned to use a single point of interconnection and continue through the interconnection process already in progress under Generator Interconnection Request No. 302. *Id.* at ¶ 43 and Exhibits 1 – 5.

SWE also contacted Idaho Power transmission and interconnection personnel to inform them of the reduced overall output of the projects to 147 MW and a change in turbine. *Id.* at ¶ 44. But on November 4, 2010, Idaho Power sent letters of understanding requiring that SWE agree, prior to execution of the PURPA agreements, that SWE would proceed through new interconnection and transmission processes. *Id.* at ¶ 45. Idaho Power's proposed letters of understanding required a signature agreeing to the new process with new milestones to be achieved before power purchase contracts execution, and included draft Network Resource Integration Study Agreements, and Transmission Capacity Application Questionnaires for each QF. *Id.* at ¶ 46.

³ These October 28th contracts are attached as Exhibits 1-5 to the *Affidavit of Kevin Simmons*. In each of the individual cases, the Cotterel WindEnergy Center LLCs have attached only the Exhibit corresponding to the contract at issue in that case. For example, only the October 28th contract submittal applicable to the Alpha Wind LLC project is filed with the *Affidavit of Kevin Simmons* in Case No. IPC-E-10-51.

Then, on November 5, 2010, Idaho Power, along with Avista Utilities and Rocky Mountain Power, filed the Joint Motion to Reduce the Published Rate Eligibility Cap. *See* Case No. GNR-E-10-04. The Cotterel WindEnergy Center LLCs each filed complaints against Idaho Power on November 8, 2010, alleging they were entitled to standard contracts and that Idaho Power had insisted on an unnecessary interconnection and transmission process when the projects possessed rights acquired through Generator Interconnection Request No. 302. *See* Case Nos. IPC-E-10-51, IPC-E-10-52, IPC-E-10-53, IPC-E-10-54, and IPC-E-10-55. The Commission did not grant the immediate reduction in the published rate eligibility cap requested by the Joint Utilities, and on November 19, 2010, Idaho Power and the Cotterel WindEnergy Center LLCs agreed to stay the complaint proceeding in order to execute standard QF wind contracts containing the published rates. *Affidavit of Kevin Simmons*, at ¶ 49.

On November 30, 2010, Idaho Power tendered a draft contract for each QF substantially similar to the QFs' drafts modeled on the IPC-E-09-25 contract and delivered on October 28, 2010. *Id.* at ¶ 50. Idaho Power again insisted in a letter dated December 7, 2010, that the QFs agree to proceed through a different process for securing transmission to Idaho Power's load center from that in the OATT under their existing Generator Interconnection No. 302. *Id.* at ¶ 51. Because Idaho Power insisted this new process was a prerequisite to obtaining executed power sale contracts, the Cotterel WindEnergy Center LLCs had previously signed and submitted the November 4, 2010 letters of understanding, and now each individual QF submitted the Transmission Capacity Application Questionnaire on December 9, 2010. *Id.* at ¶ 52.

On Friday, December 10, 2010, Idaho Power tendered five executable contracts which

COMMENTS OF ALPHA WIND LLC, BRAVO WIND LLC, CHARLIE WIND LLC, DELTA WIND LLC, AND ECHO WIND LLC

CASE NOS. IPC-E-10-51, IPC-E-10-52, IPC-E-10-53, IPC-E-10-54, IPC-E-10-55

PAGE 12

were substantially similar to those submitted by the Cotterel WindEnergy Center LLCs on October 28, 2010. *Id.* at ¶ 53. The Cotterel WindEnergy Center LLCs executed the agreements on December 13, 2010, and sent them to Idaho Power, which executed the originals on December 15, 2010, and filed the contracts for Commission approval on December 16, 2010. *Id.* at ¶ 54.

On December 21, 2010, Idaho Power's PURPA contracts administration department sent letters to each of the QFs asserting that each project must sign a Network Resource Integration Study Agreement and submit a deposit of \$2,000 by January 3, 2011. *Id.* at ¶ 55. Idaho Power stated this was necessary under the new transmission process, outlined in its November 4, 2010 letters of understanding, and that if the QFs did not submit the deposit and the agreement by January 3, 2011, the network transmission request would be withdrawn. *Id.* at ¶¶ 56-57. The letter provided for no delay in this requirement for the intervening holidays. *Id.* at ¶ 57. The Cotterel WindEnergy Center LLCs signed the Network Resource Integration Study Agreements on December 30, 2010, electronically mailed scanned copies to Idaho Power on December 31, 2010, and sent the originals by overnight delivery on that same day to ensure that they would arrive on Monday, January 3, 2011. *Id.* at ¶ 59. The QFs transferred the \$2,000 for each QF by wire transfer on January 3, 2011. *Id.* at ¶ 60.

But on February 22, 2011, Idaho Power refunded the \$10,000 provided for the new transmission study process. *Id.* at ¶ 61. Idaho Power stated in a letter from its transmission personnel on February 23, 2011, that it approved SWE's changes from the original Generator Interconnection request of 177 MW to a smaller interconnection of only 148 MW for PURPA

projects, and would proceed with the same Generator No. 302 under the Large Generation Interconnection Procedures of the OATT. *Id.* at ¶ 62. This is the process SWE requested Idaho Power follow for the QFs when SWE first submitted contracts on October 28, 2010, and the process each QF alleged it was entitled to follow in the Complaints filed on November 8, 2010. *Id.* at ¶ 63. Idaho Power now apparently agrees that the Cotterel WindEnergy Center LLCs may proceed through the interconnection process under the OATT.

COMMENTS

A. **The Cotterel WindEnergy Center LLCs each satisfy the grandfather tests.**

There is no question that the Cotterel WindEnergy Center LLCs each entitled themselves to long term contracts with rates set at the published avoided costs prior to the reduction in the eligibility cap, because each obligated itself to a legally enforceable obligation to deliver its project's output before December 14, 2010. *See* 18 C.F.R. § 292.304(a), (b), (d)(2)(ii).

Each QF satisfies even the most stringent grandfather test ever used by the Commission because each had a meritorious complaint on file at the Commission on November 8, 2010. *See A.W. Brown Co., Inc.*, 121 Idaho at 816-18, 828 P.2d at 845-47. Each project's complaint alleged Idaho Power had unjustifiably refused to accept a binding offer to enter into a standard PURPA contract and unjustifiably required each QF to proceed through a new interconnection and transmission process, which would delay execution of contracts. *See Complaints*, at ¶¶ 7, 9, 16, Case Nos. IPC-E-10-51, IPC-E-10-52, IPC-E-10-53, IPC-E-10-54, IPC-E-10-55. The allegations proved meritorious because Idaho Power agreed to execute standard PURPA contracts. Indeed, each project had even executed Idaho Power's final version of the FESAs on

December 13, 2010. *Affidavit of Kevin Simmons*, at ¶ 54. That Idaho Power did not sign the agreements until December 15, 2010 makes no difference because Idaho Power provided the final FESAs itself on December 10, 2010, and obviously had no remaining issues with the contract terms. *Id.* at ¶ 53. Further, execution of final agreements by both parties was delayed by Idaho Power's refusal to execute the FESAs (expressed in its letter dated November 4, 2010) until after the QFs agreed to proceed through a different interconnection and transmission process, which Idaho Power itself has subsequently stated to be the incorrect process. *Id.* at ¶¶ 43-46, 51-52, 61-63.

Further, the \$7 million spent on developing the projects and the advanced stage of their maturity evidences their intent to obligate themselves to the FESAs. *See In the Matter of Cassia Wind to Determine Exemption Status*, Case No. IPC-E-05-35, Order No. 29954, pp. 2-4 (2006) (finding wind QF entitled to grandfathered rates based on maturity of development of project when it had merely submitted a completed application for interconnection study, including the applicable fee, and had performed wind studies, commenced preliminary permitting and licensing activities, and made efforts to secure sites to place turbines). Prior to the rate change date, the projects' managing company had obtained interconnection studies establishing the feasibility to interconnect output in excess of that needed for the five QFs, *Affidavit of Kevin Simmons*, at ¶ 35, had obtained all necessary real property rights, *id.* at ¶¶ 9-19, and had negotiated various aspects of the project with Idaho Power for several years, *id.* at ¶¶ 20-54. Indeed, the Cotterel WindEnergy Center LLCs were mature enough that their predecessor wind resource complex was the final bidder in Idaho Power's 2009 RFP. *Id.* at ¶¶ 27-28.

Finally, knowledge of the contract terms further evidences the intent of the QFs in this case to obligate themselves prior to the effective date. *See In the Matter of the Application of Idaho Power Company for Approval of a Firm Energy Sales Agreement with Yellowstone Power Company*, Case No. IPC-E-10-22, Order 32104, p. 12 (2010) (approving of grandfathered rates despite “the apparent lack of any *written* documentation . . . evidencing that the terms of a power purchase agreement were materially complete [before the rate change]” in part because the QF had “familiarity with PURPA projects and the standard terms of Idaho Power’s power purchase agreements”). Each of the Cotterel WindEnergy Center LLCs executed standard PURPA agreements on October 28, 2010, a month and a half in advance of December 14, 2010. *Affidavit of Kevin Simmons*, at ¶ 42 and Exhibits 1-5. The terms of those contracts differed minimally from those provided by Idaho Power on December 10, 2010, which the QFs signed on December 13, 2010.

B. The Contract terms and Idaho Power’s most-current wind integration study allay the concerns raised in Idaho Power’s Application regarding system reliability and cost.

Idaho Power asserted in each of its Applications that “the request in this Application. . . is made with the specific reservation of rights and incorporation of the averments set forth in the Joint Petition regarding the possible negative effects to the [sic] both the utility and its customers of additional and unfettered PURPA QF generation on system reliability, utility operations, and costs of incorporating and integrating such a large penetration level of PURPA QF generation

