



RICHARDSON & O'LEARY

ATTORNEYS AT LAW

Tel: 208-938-7900 Fax: 208-938-7904

P.O. Box 7218 Boise, ID 83707 - 515 N. 27th St. Boise, ID 83702

RECEIVED

2012 FEB 27 PM 4: 26

IDAHO PUBLIC
UTILITIES COMMISSION

27 February 2012

Ms. Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
472 W. Washington
Boise, ID 83702

RE: **SUPREME COURT DOCKET NO. 39151-2011**
IPUC CASE NOS. IPC-E-10-61
IPC-E-10-62

Dear Ms. Jewell:

Enclosed please find the **AFFIDAVIT OF GREGORY M. ADAMS** for filing on behalf of the Grouse Creek Wind Park, LLC (10-61) and Grouse Creek Wind Park II, LLC (10-62) in the above-referenced docket. We have enclosed an original and eight (8) copies, as well as an additional copy for you to stamp for our records.

Please contact me with any questions.

Sincerely,

Nina M. Curtis, Administrative Assistant
Richardson & O'Leary PLLC

encl.

Peter J. Richardson (ISB No. 3195)
Gregory M. Adams (ISB No: 7454)
Richardson & O'Leary, PLLC
515 N. 27th Street
Boise, Idaho 83702
Telephone: (208) 938-7901
Fax: (208) 938-7904
peter@richardsonandoleary.com
greg@richardsonandoleary.com

Attorneys for Grouse Creek Wind Park, LLC
and Grouse Creek Wind Park II, LLC

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE) **SUPREME COURT DOCKET NO.**
APPLICATION OF IDAHO POWER) **39151-2011**
COMPANY FOR A DETERMINATION)
REGARDING THE FIRM ENERGY)
SALES AGREEMENT FOR THE SALE) **IPUC CASE NOS. IPC-E-10-61**
AND PURCHASE OF ELECTRIC) **IPC-E-10-62**
ENERGY BETWEEN IDAHO POWER)
COMPANY AND GROUSE CREEK)
WIND PARK, LLC (10-61) AND GROUSE)
CREEK WIND PARK II, LLC (10-62))

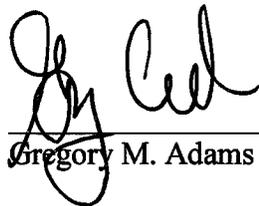
GROUSE CREEK WIND PARK, LLC) **AFFIDAVIT OF GREGORY M.**
AND) **ADAMS**
GROUSE CREEK WIND PARK II, LLC,)
Petitioners/Appellants,)
)
)
v.)
)
IDAHO PUBLIC UTILITIES)
COMMISSION,)
Respondent, Respondent on Appeal,)
)
and)
)
IDAHO POWER COMPANY,)
)
)
Respondent-Intervenor/Respondent on)
Appeal)

I, Gregory M. Adams, do declare the following and if called to testify, would and could competently testify thereto:

1. I am over the age of 18, and make this affidavit based upon personal knowledge.
2. I am an attorney at the law firm of Richardson and O'Leary, PLLC, in Boise, and am one of the attorneys of record for the Grouse Creek Wind Park, LLC, and the Grouse Creek Wind Park II, LLC in Idaho Public Utility Commission Case Nos. IPC-E-10-29, IPC-E-10-30, IPC-E-10-61, and IPC-E-10-62, and Idaho Supreme Court Docket No. 39151-2011.
3. I have attached as **Exhibit 1** to this Affidavit a true and correct copy of the Complaint of Grouse Creek Wind Park, LLC against Idaho Power Company, filed in Idaho Public Utility Commission Case Nos. IPC-E-10-29, on November 8, 2010.
4. I have attached as **Exhibit 2** to this Affidavit a true and correct copy of the Complaint of Grouse Creek Wind Park II, LLC against Idaho Power Company, filed in Idaho Public Utility Commission Case Nos. IPC-E-10-30, on November 8, 2010.

Further your affiant sayeth naught.

DATED February 27, 2012.



Gregory M. Adams

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

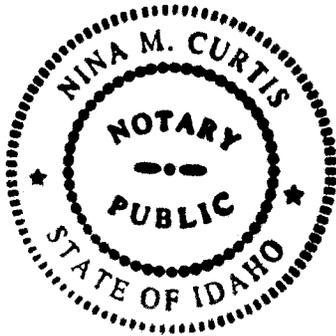
On this 27th day of February 2012, before me, a Notary Public in and for the State of Idaho, personally appeared Gregory M. Adams, personally known to me to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Nina M. Curtis
NOTARY PUBLIC for the State of Idaho

Residing at Boise, ID

My Commission expires 3/19/15



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 27th day of February, 2012, a true and correct copy of the within and foregoing **AFFIDAVIT OF GREGORY M. ADAMS** was served as shown to the following parties:

Commission Staff
Kristine Sasser
Deputy Attorney General
Idaho Public Utilities Commission
472 W. Washington Street
Boise, Idaho 83702
Kris.Sasser@puc.idaho.gov

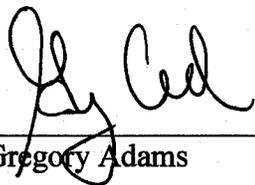
U.S. Mail, Postage Prepaid
 Hand Delivered
 Overnight Mail
 Facsimile
 Electronic Mail

Lisa Nordstrom
Jason Williams
Donovan Walker
Idaho Power Company
PO Box 70
Boise, Idaho 83707
dwalker@idahopower.com
jwilliams@idahopower.com
lnordstrom@idahopower.com

U.S. Mail, Postage Prepaid
 Hand Delivered
 Overnight Mail
 Facsimile
 Electronic Mail

Randy Allphin
Idaho Power Company
PO Box 70
Boise, ID 83707
rallphin@idahopower.com

U.S. Mail, Postage Prepaid
 Hand Delivered
 Overnight Mail
 Facsimile
 Electronic Mail

Signed 

Gregory Adams

AFFIDAVIT OF GREGORY M. ADAMS

IPUC CASE NOS. IPC-E-10-61, IPC-E-10-62

EXHIBIT 1

Complaint of Grouse Creek Wind Park, LLC against Idaho Power Company, filed in Idaho Public Utility Commission Case Nos. IPC-E-10-29, on November 8, 2010



Peter Richardson
Tel: 208-938-7901 Fax: 208-938-7904
peter@richardsonandoleary.com
P.O. Box 7218 Boise, ID 83707 - 515 N. 27th St. Boise, ID 83702

RECEIVED

2010 NOV -8 PM 2:23

IDAHO PUBLIC
UTILITIES COMMISSION

November 8, 2010

Ms. Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
472 W. Washington
Boise, ID 83702

CASE NO. Idc-E-10-29

Dear Ms. Jewell:

We are enclosing an Original and seven (7) copies of the FORMAL COMPLAINT OF GROUSE CREEK, LLC vs IDAHO POWER COMPANY.

Please let us know if you have any questions. Thank you.

Sincerely,

Nina M. Curtis
Administrative Assistant to Peter Richardson
Richardson & O'Leary PLLC

Peter J. Richardson (ISB # 3195)
Gregory M. Adams (ISB # 7454)
Richardson & O'Leary, PLLC
515 N. 27th Street
P.O. Box 7218
Boise, Idaho 83702
Telephone: (208) 938-7901
Fax: (208) 938-7904
peter@richardsonandoleary.com
greg@richardsonandoleary.com

Attorneys for Complainant

RECEIVED

2010 NOV -8 PM 2:23

IDAHO PUBLIC
UTILITIES COMMISSION

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

Grouse Creek Wind Park, LLC,
Complainant,

vs.

IDAHO POWER COMPANY,
Defendant.

Case No. IPC-E-10-29

FORMAL COMPLAINT

INTRODUCTION

1
2 This is a formal complaint filed by Grouse Creek Wind Park, LLC with the Idaho Public
3 Utilities Commission (the "Commission") pursuant to Idaho Administrative Rules 31.01.01.054.
4 Grouse Creek Wind Park, LLC requested that Idaho Power Company ("Idaho Power") execute a
5 standard Public Utility Regulatory Policies Act of 1978 ("PURPA") power purchase agreement
6 ("PPA") for qualifying facilities ("QFs") under 10 average monthly mega-watts ("aMW") for
7 Grouse Creek Wind Park, LLC's renewable energy QF. Because Idaho Power has not negotiated
8 in good faith in response to Grouse Creek Wind Park, LLC's attempt to obligate itself to the
9 terms of a standard PPA at the published avoided cost rates, Grouse Creek Wind Park, LLC
10 respectfully requests that the Commission issue a declaratory judgment that Grouse Creek Wind

1 Park, LLC is entitled to such a PPA and further requests that the Commission order Idaho Power
2 to enter into a PPA at the rates in effect on the date of this filing (errata to Order No. 31025).

3 **PRELIMINARY MATTERS**

4 Copies of all pleadings and other correspondence in this matter should be served upon
5 counsel for Grouse Creek Wind Park, LLC at:

6 Peter J. Richardson
7 Gregory M. Adams
8 Richardson & O'Leary, PLLC
9 515 N. 27th Street
10 P.O. Box 7218
11 Boise, Idaho 83702
12 Telephone: (208) 938-7901
13 Fax: (208) 938-7904
14 peter@richardsonandoleary.com
15 greg@richardsonandoleary.com

16 **In support of this Complaint, Grouse Creek Wind Park, LLC alleges as follows:**

17 **IDENTITY OF PARTIES**

18 1. Idaho Power is an Idaho Corporation with its principal place of business at 1221
19 West Idaho Street, Boise, Idaho 83702. Idaho Power Company is an electric company and a
20 public utility subject to the jurisdiction and regulation of the Idaho Public Utilities Commission
21 pursuant to I.C. § 61-129. Idaho Power is subject to the jurisdiction of the Commission, the
22 Public Utility Commission of Oregon, and the Federal Energy Regulatory Commission
23 ("FERC").

24 2. Grouse Creek Wind Park, LLC is a Delaware limited liability company, duly
25 registered to conduct business in the State of Idaho. Grouse Creek Wind Park, LLC's address is
26 Grouse Creek Wind Park, LLC, c/o Wasatch Wind Intermountain, LLC, 2700 Homestead Road,
27 Suite 210, Park City, Utah 84098. Grouse Creek Wind Park, LLC has the rights to develop and

1 dispose of the output of the Grouse Creek Wind Park, LLC wind project, which is a qualifying
2 facility under the Public Utility Regulatory Policies Act of 1978.

3 JURISDICTION

4 3. This case involves PURPA's avoided cost provisions and FERC implementing
5 regulations thereto, which PURPA directs states to implement. *See* 16 U.S.C. § 824a-3 (a)-(g);
6 *FERC v. Mississippi*, 456 U.S. 742, 751 (1982). In Idaho, the Commission possesses jurisdiction
7 over complaints regarding rates of public utilities, including PURPA rates. I.C. §§ 61-129, -501.
8 -502, -503, -612; *see also Afton Energy Inc. v. Idaho Power Co.*, 111 Idaho 925, 929, 729 P. 2d
9 400, 404 (1986). The Commission has jurisdiction to issue declaratory judgments regarding
10 utility contracts pursuant Idaho's Declaratory Judgment Act, I.C. § 10-1203. *See Utah Power*
11 *and Light v. Idaho Pub. Utilities Commission*, 112 Idaho 10, 12, 730 P.2d 930, 932 (1986).

12 APPLICABLE LAWS AND REGULATIONS

13 4. Section 210 of PURPA requires electric utilities to purchase power produced by
14 small power producers that obtain QF status under section 201. 16 U.S.C. § 824a-3(a)(2). FERC
15 rules provide QFs with the option of selling electricity and capacity to a utility based on the
16 utility's "avoided costs" at the time the QF incurs a legally enforceable obligation to deliver
17 energy or capacity over a specified term. *See* 18 C.F.R. § 292.304(d)(2)(ii). Thus, "a QF, by
18 committing itself to sell to an electric utility, also commits the electric utility to buy from the QF;
19 these commitments result either in contracts or in non-contractual, but binding, legally
20 enforceable obligations." *JD Wind 1, LLC*, "Notice of Intent Not to Act and Declaratory Order,"
21 129 FERC ¶ 61,148, at p. 10-11 (November 19, 2009).

FACTUAL BACKGROUND

1
2 5. Grouse Creek Wind Park, LLC, and its predecessors, have been actively engaged
3 in the development of the Grouse Creek Wind Park, LLC wind project. The project has a
4 nameplate capacity rating of 21 MW, and is designed to generate no more than 10 average
5 monthly mega-watts.

6 6. Grouse Creek Wind Park, LLC, and its predecessors, have made substantial
7 efforts in development of the project, and the project is mature and entitled to obligate itself to a
8 long-term PPA for a PURPA QF under 10 aMW entitled to the published rates.

9 7. Grouse Creek Wind Park, LLC, and its predecessors, have been in contact with
10 Idaho Power for a substantial amount of time regarding the site and the specifics of
11 interconnection, transmission, and sale of its output. The Grouse Creek Wind Park, LLC project
12 will interconnect with the Raft River Rural Electric Cooperative, and wheel the output through
13 Bonneville Power Administration ("BPA") for delivery of the output to Idaho Power's system at the
14 Minidoka substation.

15 8. Grouse Creek Wind Park, LLC obligated itself to enter into the standard PURPA
16 PPA at a time when the rates in Order No. 31025 were applicable to its project, by providing
17 Idaho Power with the project's specifications and stating that it intended to obligate itself to a
18 standard PURPA PPA containing all of the terms and conditions approved by the Commission.

19 9. Despite Grouse Creek Wind Park, LLC's efforts, Idaho Power has acted in bad
20 faith by requiring completion of unnecessary interconnection processes and transmission service
21 requests prior to executing the PPA and refusing to enter into an agreement without a punitive
22 delay liquidated damages security provision requiring Grouse Creek Wind Park, LLC to post
23 \$45/kw nameplate capacity. Grouse Creek Wind Park, LLC has expressed a willingness to agree

1 to a delay security damages clause reasonably calculated by the Commission to approximate
2 Idaho Power's damages in the event of a delay default, and Grouse Creek Wind Park, LLC
3 remains committed to such a provision deemed reasonable by the Commission. With Grouse
4 Creek Wind Park, LLC's commitment to such a provision, Idaho Power's insistence on
5 completion of the protracted interconnection and transmission processes prior to executing a
6 PPA is unreasonable.

7 10. Additionally, after the close of business on Friday, November 5, 2010, Grouse
8 Creek Wind Park, LLC learned of Idaho Power's joint petition and motion, with Rocky
9 Mountain Power and Avista Corporation, filed in Commission Case No. GNR-E-10-04,
10 requesting the Commission immediately lower the eligibility cap for published rates from 10
11 aMW to 100 kilowatts of nameplate capacity. Idaho Power acted in bad faith by failing to notify
12 Grouse Creek Wind Park, LLC that it would file this Joint Motion to lower the eligibility cap for
13 published avoided cost rates prior to executing the PPA to which Grouse Creek Wind Park, LLC
14 has been attempting to obligate itself.

15 11. Idaho Power provided Grouse Creek Wind Park, LLC with no advance notice of
16 its intent to request that the Commission make the PPA sought by Grouse Creek Wind Park,
17 LLC unavailable.

18

19

20

21

22

23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

LEGAL CLAIM

Complainant's Claim for Relief

Idaho Power is in violation of PURPA, FERC's regulations and orders, and the Commission's orders by failing to provide Grouse Creek Wind Park, LLC with a power purchase agreement with published avoided cost rates in Order No. 31025.

12. Grouse Creek Wind Park, LLC re-alleges and incorporates all preceding paragraphs.

13. Grouse Creek Wind Park, LLC has attempted in good faith to engage in negotiations to obtain a fully executed power purchase agreement to deliver energy and capacity to Idaho Power from the Grouse Creek Wind Park, LLC wind project.

14. Grouse Creek Wind Park, LLC committed itself to sell energy and capacity from its QF to Idaho Power at a time when the rates in Order No. 31025 were applicable to its QF, and, consequently, Grouse Creek Wind Park, LLC committed Idaho Power to buy from the QF at those rates.

15. These commitments result in non-contractual, but binding, legally enforceable obligations. 18 C.F.R. § 292.304(d)(2)(ii); *JD Wind 1, LLC*, 129 FERC ¶ 61,148, at pp. 10-11.

16. By negotiating in bad faith and by failing to execute a PPA, Idaho Power is in violation of PURPA, FERC's implementing regulations, and the Commission's orders. See 16 U.S.C. § 824a-3(a)(2); 18 C.F.R. § 292.304(d)(2)(ii); *Blind Canyon Aquaranch v. Idaho Power Company*, Case No. IPC-E-94-1, Order No. 25802 (November 1994).

PRAYER FOR RELIEF

WHEREFORE, Grouse Creek Wind Park, LLC respectfully requests that the Commission issue an Order:

- 1 1. Declaring that Idaho Power is in violation of PURPA, FERC's implementing
- 2 regulations, and the Commission's orders.
- 3 2. Requiring Idaho Power to execute a standard PURPA power purchase agreement
- 4 with Grouse Creek Wind Park, LLC at Idaho Power's avoided cost rates on file for QFs under 10
- 5 aMW in Order No. 31025.
- 6 3. Granting any other relief that the Commission deems necessary.

Respectfully submitted this 8th day of November 2010.

RICHARDSON AND O'LEARY, PLLC


Peter J. Richardson (ISB No: 3195)
Gregory M. Adams (ISB No. 7454)
Attorneys for Complainant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of November, 2010, a true and correct copy of the within and foregoing **FORMAL COMPLAINT BY GROUSE CREEK WIND PARK, LLC** was served by **HAND DELIVERY**, to:

Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
472 West Washington
Boise, Idaho 83702
Jean.jewell@puc.idaho.gov



Gregory M. Adams

AFFIDAVIT OF GREGORY M. ADAMS

IPUC CASE NOS. IPC-E-10-61, IPC-E-10-62

EXHIBIT 2

**Complaint of Grouse Creek Wind Park II, LLC against Idaho Power Company,
filed in Idaho Public Utility Commission Case Nos. IPC-E-10-30, on November 8,
2010**



Peter Richardson
Tel: 208-938-7901 Fax: 208-938-7904
peter@richardsonandoleary.com
P.O. Box 7218 Boise, ID 83707 - 515 N. 27th St. Boise, ID 83702

RECEIVED
2010 NOV -8 PM 2:22
IDAHO PUBLIC
UTILITIES COMMISSION

November 8, 2010

Ms. Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
472 W. Washington
Boise, ID 83702

CASE NO PA 0-E-10-30

Dear Ms. Jewell:

We are enclosing an Original and seven (7) copies of the FORMAL COMPLAINT OF GROUSE CREEK II, LLC vs IDAHO POWER COMPANY.

Please let us know if you have any questions. Thank you.

Sincerely,

Nina M. Curtis
Administrative Assistant to Peter Richardson
Richardson & O'Leary PLLC

Peter J. Richardson (ISB # 3195)
Gregory M. Adams (ISB # 7454)
Richardson & O'Leary, PLLC
515 N. 27th Street
P.O. Box 7218
Boise, Idaho 83702
Telephone: (208) 938-7901
Fax: (208) 938-7904
peter@richardsonandoleary.com
greg@richardsonandoleary.com

Attorneys for Complainant

RECEIVED

2018 NOV -8 PM 2:22

IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE

IDAHO PUBLIC UTILITIES COMMISSION

Grouse Creek Wind Park II, LLC,
Complainant,

vs.

IDAHO POWER COMPANY,
Defendant.

Case No. IPC-E-10-30

FORMAL COMPLAINT

INTRODUCTION

1

2

3

4

5

6

7

8

9

10

This is a formal complaint filed by Grouse Creek Wind Park II, LLC with the Idaho Public Utilities Commission (the "Commission") pursuant to Idaho Administrative Rules 31.01.01.054. Grouse Creek Wind Park II, LLC requested that Idaho Power Company ("Idaho Power") execute a standard Public Utility Regulatory Policies Act of 1978 ("PURPA") power purchase agreement ("PPA") for qualifying facilities ("QFs") under 10 average monthly megawatts ("aMW") for Grouse Creek Wind Park II, LLC's renewable energy QF. Because Idaho Power has not negotiated in good faith in response to Grouse Creek Wind Park II, LLC's attempt to obligate itself to the terms of a standard PPA at the published avoided cost rates, Grouse Creek Wind Park II, LLC respectfully requests that the Commission issue a declaratory judgment that

1 Grouse Creek Wind Park II, LLC is entitled to such a PPA and further requests that the
2 Commission order Idaho Power to enter into a PPA at the rates in effect on the date of this filing
3 (errata to Order No. 31025).

4 **PRELIMINARY MATTERS**

5 Copies of all pleadings and other correspondence in this matter should be served upon
6 counsel for Grouse Creek Wind Park II, LLC at:

7 Peter J. Richardson
8 Gregory M. Adams
9 Richardson & O'Leary, PLLC
10 515 N. 27th Street
11 P.O. Box 7218
12 Boise, Idaho 83702
13 Telephone: (208) 938-7901
14 Fax: (208) 938-7904
15 peter@richardsonandoleary.com
16 greg@richardsonandoleary.com

17 **In support of this Complaint, Grouse Creek Wind Park II, LLC alleges as follows:**

18 **IDENTITY OF PARTIES**

19 1. Idaho Power is an Idaho Corporation with its principal place of business at 1221
20 West Idaho Street, Boise, Idaho 83702. Idaho Power Company is an electric company and a
21 public utility subject to the jurisdiction and regulation of the Idaho Public Utilities Commission
22 pursuant to I.C. § 61-129. Idaho Power is subject to the jurisdiction of the Commission, the
23 Public Utility Commission of Oregon, and the Federal Energy Regulatory Commission
24 ("FERC").

25 2. Grouse Creek Wind Park II, LLC is a Delaware limited liability company, duly
26 registered to conduct business in the State of Idaho. Grouse Creek Wind Park II, LLC's address
27 is Grouse Creek Wind Park II, LLC, c/o Wasatch Wind Intermountain, LLC, 2700 Homestead

1 Road, Suite 210, Park City, Utah 84098. Grouse Creek Wind Park II, LLC has the rights to
2 develop and dispose of the output of the Grouse Creek Wind Park II, LLC wind project, which is
3 a qualifying facility under the Public Utility Regulatory Policies Act of 1978.

4 JURISDICTION

5 3. This case involves PURPA's avoided cost provisions and FERC implementing
6 regulations thereto, which PURPA directs states to implement. *See* 16 U.S.C. § 824a-3 (a)-(g);
7 *FERC v. Mississippi*, 456 U.S. 742, 751 (1982). In Idaho, the Commission possesses jurisdiction
8 over complaints regarding rates of public utilities, including PURPA rates. I.C. §§ 61-129, -501.
9 -502, -503, -612; *see also Afton Energy Inc. v. Idaho Power Co.*, 111 Idaho 925, 929, 729 P. 2d
10 400, 404 (1986). The Commission has jurisdiction to issue declaratory judgments regarding
11 utility contracts pursuant Idaho's Declaratory Judgment Act, I.C. § 10-1203. *See Utah Power*
12 *and Light v. Idaho Pub. Utilities Commission*, 112 Idaho 10, 12, 730 P.2d 930, 932 (1986).

13 APPLICABLE LAWS AND REGULATIONS

14 4. Section 210 of PURPA requires electric utilities to purchase power produced by
15 small power producers that obtain QF status under section 201. 16 U.S.C. § 824a-3(a)(2). FERC
16 rules provide QFs with the option of selling electricity and capacity to a utility based on the
17 utility's "avoided costs" at the time the QF incurs a legally enforceable obligation to deliver
18 energy or capacity over a specified term. *See* 18 C.F.R. § 292.304(d)(2)(ii). Thus, "a QF, by
19 committing itself to sell to an electric utility, also commits the electric utility to buy from the QF;
20 these commitments result either in contracts or in non-contractual, but binding, legally
21 enforceable obligations." *JD Wind I, LLC*, "Notice of Intent Not to Act and Declaratory Order,"
22 129 FERC ¶ 61,148, at p. 10-11 (November 19, 2009).

1 **FACTUAL BACKGROUND**

2 5. Grouse Creek Wind Park II, LLC, and its predecessors, have been actively
3 engaged in the development of the Grouse Creek Wind Park II, LLC wind project. The project
4 has a nameplate capacity rating of 21 MW, and is designed to generate no more than 10 average
5 monthly mega-watts.

6 6. Grouse Creek Wind Park II, LLC, and its predecessors, have made substantial
7 efforts in development of the project, and the project is mature and entitled to obligate itself to a
8 long-term PPA for a PURPA QF under 10 aMW entitled to the published rates.

9 7. Grouse Creek Wind Park II, LLC, and its predecessors, have been in contact with
10 Idaho Power for a substantial amount of time regarding the site and the specifics of
11 interconnection, transmission, and sale of its output. The Grouse Creek Wind Park II, LLC
12 project will interconnect with the Raft River Rural Electric Cooperative, and wheel the output
13 through Bonneville Power Administration ("BPA") for delivery of the output to Idaho Power's
14 system at the Minidoka substation.

15 8. Grouse Creek Wind Park II, LLC obligated itself to enter into the standard
16 PURPA PPA at a time when the rates in Order No. 31025 were applicable to its project, by
17 providing Idaho Power with the project's specifications and stating that it intended to obligate
18 itself to a standard PURPA PPA containing all of the terms and conditions approved by the
19 Commission.

20 9. Despite Grouse Creek Wind Park II, LLC's efforts, Idaho Power has acted in bad
21 faith by requiring completion of unnecessary interconnection processes and transmission service
22 requests prior to executing the PPA and refusing to enter into an agreement without a punitive
23 delay liquidated damages security provision requiring Grouse Creek Wind Park II, LLC to post

1 \$45/kw nameplate capacity. Grouse Creek Wind Park II, LLC has expressed a willingness to
2 agree to a delay security damages clause reasonably calculated by the Commission to
3 approximate Idaho Power's damages in the event of a delay default, and Grouse Creek Wind
4 Park II, LLC remains committed to such a provision deemed reasonable by the Commission.
5 With Grouse Creek Wind Park II, LLC's commitment to such a provision, Idaho Power's
6 insistence on completion of the protracted interconnection and transmission processes prior to
7 executing a PPA is unreasonable.

8 10. Additionally, after the close of business on Friday, November 5, 2010, Grouse
9 Creek Wind Park II, LLC learned of Idaho Power's joint petition and motion, with Rocky
10 Mountain Power and Avista Corporation, filed in Commission Case No. GNR-E-10-04,
11 requesting the Commission immediately lower the eligibility cap for published rates from 10
12 aMW to 100 kilowatts of nameplate capacity. Idaho Power acted in bad faith by failing to notify
13 Grouse Creek Wind Park II, LLC that it would file this Joint Motion to lower the eligibility cap
14 for published avoided cost rates prior to executing the PPA to which Grouse Creek Wind Park II,
15 LLC has been attempting to obligate itself.

16 11. Idaho Power provided Grouse Creek Wind Park II, LLC with no advance notice
17 of its intent to request that the Commission make the PPA sought by Grouse Creek Wind Park II,
18 LLC unavailable.

19
20
21
22
23

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Grouse Creek Wind Park II, LLC respectfully requests that the
3 Commission issue an Order:

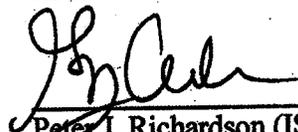
4 1. Declaring that Idaho Power is in violation of PURPA, FERC's implementing
5 regulations, and the Commission's orders.

6 2. Requiring Idaho Power to execute a standard PURPA power purchase agreement
7 with Grouse Creek Wind Park II, LLC at Idaho Power's avoided cost rates on file for QFs under
8 10 aMW in Order No. 31025.

9 3. Granting any other relief that the Commission deems necessary.

Respectfully submitted this 8th day of November 2010.

RICHARDSON AND O'LEARY, PLLC



Peter J. Richardson (ISB No: 3195)
Gregory M. Adams (ISB No. 7454)
Attorneys for Complainant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of November, 2010, a true and correct copy of the within and foregoing **FORMAL COMPLAINT BY GROUSE CREEK WIND PARK II, LLC** was served by **HAND DELIVERY**, to:

Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
472 West Washington
Boise, Idaho 83702
Jean.jewell@puc.idaho.gov



Gregory M. Adams