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IDAHO PUBLIC  
UTILITIES COMMISSION

**DONOVAN E. WALKER**  
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December 29, 2011

**VIA HAND DELIVERY**

Jean D. Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

Re: Case No. IPC-E-11-27  
*IN THE MATTER OF THE APPLICATION OF IDAHO POWER  
COMPANY FOR A DETERMINATION REGARDING ITS FIRM ENERGY  
SALES AGREEMENT WITH RIVERSIDE INVESTMENTS, LLC*

Dear Ms. Jewell:

Enclosed please find a replacement page 1 to the Firm Energy Sales Agreement filed as Attachment No. 1 to Idaho Power Company's Application in the above-referenced matter. This replacement page has the appropriate date of December 1, 2011, filled in as the date the agreement was entered into. Unfortunately, the agreement submitted with the Application inadvertently left the date blank.

Thank you for your attention to this minor correction. I apologize for any inconvenience this may cause.

Very truly yours,

Donovan E. Walker

DEW:csb  
Enclosure  
cc: Dennis Daugherty (w/encl.)

FIRM ENERGY SALES AGREEMENT  
(10 aMW or Less)

Project Name: Fargo Drop Hydroelectric

Project Number: 21615215

THIS AGREEMENT, entered into on this 1<sup>st</sup> day of December 2011 between  
RIVERSIDE INVESTMENTS, LLC (Seller), and IDAHO POWER COMPANY, an Idaho corporation  
(Idaho Power), hereinafter sometimes referred to collectively as "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, Seller will design, construct, own, maintain and operate an electric generation  
facility; and

WHEREAS, Seller wishes to sell, and Idaho Power is willing to purchase, firm electric energy  
produced by the Seller's Facility.

THEREFORE, In consideration of the mutual covenants and agreements hereinafter set forth, the  
Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement and the appendices attached hereto, the following terms  
shall have the following meanings:

- 1.1 "Base Energy" – Monthly Net Energy less any Surplus Energy as calculated in paragraph 1.32.
- 1.2 "Commission" - The Idaho Public Utilities Commission.
- 1.3 "Contract Year" - The period commencing each calendar year on the same calendar date as the  
Operation Date and ending 364 days thereafter.
- 1.4 "Delay Liquidated Damages" – Damages payable to Idaho Power as calculated in Article V.
- 1.5 "Delay Period" – All days past the Scheduled Operation Date until the Seller's Facility achieves  
the Operation Date.