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IDAHO PUBLIC
UTILITIES COMMISSION

Attorneys for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF TARIFF ADVICE)
NO. 13-05 OF IDAHO POWER) CASE NO. IPC-E-13-25
COMPANY FOR AUTHORITY TO) SETTLEMENT STIPULATION
UPDATE SCHEDULE 86.)
_____)

This settlement stipulation ("Settlement Stipulation") is entered into between Idaho Power Company ("Idaho Power" or "Company"); Idaho Public Utilities Commission Staff ("Staff"); J.R. Simplot Company; SE Hazelton A, L.P.; Fulcrum, Inc.; BP Hydro Associates; Bypass Power Company, Inc.; Notch Butte Hydro Company Inc.; and Cassia Wind Farm, LLC referred to herein individually as a "Party" and collectively as the "Parties." The Parties agree as follows.

I. INTRODUCTION

1. The terms and conditions of this Settlement Stipulation are set forth herein. The Parties agree that this Settlement Stipulation represents a fair, just, and reasonable compromise of the dispute(s) between the Parties and that this Settlement Stipulation is in the public interest. The Parties maintain that the Settlement Stipulation

as a whole and its acceptance by the Idaho Public Utilities Commission (“Commission”) represent a reasonable resolution of all issues between the Parties identified herein. Therefore, the Parties request that the Commission, in accordance with RP 274-76, approve the Settlement Stipulation and all of its terms and conditions without material change or condition.

II. BACKGROUND

2. On October 24, 2013, Idaho Power filed Tariff Advice No. 13-05 with the Commission seeking authority to update its Schedule 86, by adding the words “volume” in front of “weighted average” and to replace the reference to the Dow Jones non-firm Mid-C electricity price index as reported in the Wall Street Journal with reference to the Platts non-firm Mid-C electricity price index. The Publisher of the Dow Jones and Platts indices provided notice that as of September 13, 2013, it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index.

3. On November 18, 2013, Staff recommended that the tariff advice be suspended and the case processed by Modified Procedure. On December 6, 2013, the Commission issued Order No. 32945, Notice of Filing and Notice of Intervention Deadline asking any interested persons to file Petitions to Intervene no later than December 20, 2013. The following parties petitioned for, and were granted, intervention: J.R. Simplot Company; SE Hazelton A, L.P.; Fulcrum, Inc.; BP Hydro Associates; Bypass Power Company, Inc.; Notch Butte Hydro Company Inc.; and Cassia Wind Farm, LLC. On February 25, 2014, the Commission issued Order No. 32985, Notice of Scheduling and Notice of Technical Hearing, adopting the Parties’ recommended procedural schedule which started with a Meeting to Discuss Settlement scheduled for March 4, 2014

4. The Parties met on March 4, 2014, for settlement discussions and reached agreement resolving the issues in this case and between the Parties. Based upon the settlement discussions, as a compromise of the respective positions of the parties, and for other consideration as set forth below, the Parties agree to the following terms:

III. TERMS OF THE SETTLEMENT STIPULATION

5. The Parties agree to amend the definition of "Avoided Energy Cost" contained in Schedule 86 to state as follows:

Avoided Energy Cost is 82.4% of the monthly arithmetic average of each day's Intercontinental Exchange ("ICE") daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day's index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Avoided Energy Cost calculation being:

$$.824 * \left(\sum_{X=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective

numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

Filed as Attachment No. 1 to this Settlement Stipulation is an example of a Schedule 86 avoided cost rate calculation using one month of actual data from the ICE Mid-C daily price index. Filed as Attachment No. 2 to the Settlement Stipulation is a red-lined version of Schedule 86 showing the above-referenced change.

6. The Parties agree to amend the Firm Energy Sales Agreements (“FESA”) between Idaho Power and each intervening party to reference the ICE index using the same language as, and consistent with, the Schedule 86 language agreed upon herein. Filed as Attachment No. 2 to this Settlement Stipulation are the amendments to the associated Firm Energy Sales Agreement Amendments, signed by Idaho Power and the relevant intervening party, required to effectuate this change to the power sales agreements. The Parties jointly recommend approval of each of these contract amendments as part of this Settlement Stipulation.

7. The Parties jointly recommend to the Commission that it allow any existing PURPA qualifying facility (“QF”) that currently has a contract with Idaho Power containing reference to the Dow Jones non-firm Mid-C electricity price index to amend their respective FESAs consistent with the terms agreed to in this Settlement Stipulation and similar to the contract amendments submitted for approval herewith between Idaho Power and the intervening parties, should they choose to do so.

8. The Parties agree that this Settlement Stipulation represents a compromise of the positions of the Parties in this case. Except to the extent necessary for a Party to explain before the Commission its own statements and positions with respect to the Settlement Stipulation, all statements made and positions taken in negotiations relating to this Settlement Stipulation are confidential and will not be admissible in evidence in this or any other proceeding.

9. The Parties submit this Settlement Stipulation to the Commission and recommend approval in its entirety pursuant to RP 274-76. The Parties shall support this Settlement Stipulation before the Commission and shall not appeal a Commission order approving the Settlement Stipulation or an issue resolved by the Settlement Stipulation. If this Settlement Stipulation is challenged by anyone who is not a Party, then each Party reserves the right to file testimony, cross-examine witnesses, and put on such case as they deem appropriate to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlements embodied in this Settlement Stipulation. Notwithstanding this reservation of rights, the Parties agree that they will continue to support the Commission's adoption of the terms of this Settlement Stipulation.

10. If the Commission or any reviewing body on appeal rejects any part or all of this Settlement Stipulation or imposes any additional material conditions on approval of this Settlement Stipulation, then each Party reserves the right, upon written notice to the Commission and the other Party to this proceeding within fourteen (14) days of the date of such action by the Commission, to withdraw from this Settlement Stipulation. In such case, no Party shall be bound or prejudiced by the terms of this Settlement Stipulation and each Party shall be entitled to seek reconsideration of the Commission's

order, file testimony as it chooses, cross-examine witnesses, and do all other things necessary to put on such case as it deems appropriate. In such case, the Parties immediately will request the prompt reconvening of a prehearing conference for purposes of establishing a procedural schedule for the completion of IPUC Case No. IPC-E-13-25, and the Parties agree to cooperate in development of a schedule that concludes the proceeding on the earliest possible date, taking into account the needs of the Parties in participating in hearings and preparing briefs.

11. The Parties agree that this Settlement Stipulation is in the public interest and that all of its terms and conditions are fair, just, and reasonable.

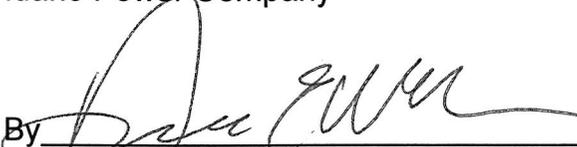
12. No Party shall be bound, benefited, or prejudiced by any position asserted in the negotiation of this Settlement Stipulation, except to the extent expressly stated herein, nor shall this Settlement Stipulation be construed as a waiver of rights unless such rights are expressly waived herein. Except as otherwise expressly provided for herein, execution of this Settlement Stipulation shall not be deemed to constitute an acknowledgment by any Party of the validity or invalidity of any particular method, theory, or principle of regulation or cost recovery. No Party shall be deemed to have agreed that any method, theory, or principle of regulation or cost recovery employed in arriving at this Settlement Stipulation is appropriate for resolving any issues in any other proceeding in the future. No findings of fact or conclusions of law other than those stated herein shall be deemed to be implicit in this Settlement Stipulation. This Settlement Stipulation sets forth the complete understanding of the Parties, and this Settlement Stipulation includes no other promises, understandings, representations, arrangements or agreements pertaining to the subject matter of this Settlement Stipulation, or any other subject matter, not expressly contained herein.

13. The obligations of the Parties are subject to the Commission's approval of this Settlement Stipulation in accordance with its terms and conditions and upon such approval being upheld on appeal, if any, by a court of competent jurisdiction. All terms and conditions of this Settlement Stipulation are subject to approval by the Commission, and only after such approval, without material change or modification, has been received shall the Settlement Stipulation be valid.

14. This Settlement Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document.

DATED this 9th day of May 2014.

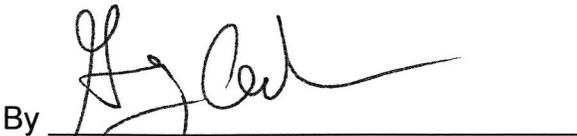
Idaho Power Company

By 
Donovan E. Walker
Attorney for Idaho Power Company.

Commission Staff

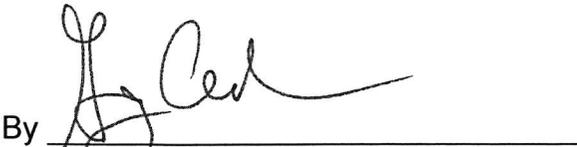
By 
Kristine A. Sasser
Attorney for IPUC Staff

J.R. Simplot Company

By 
Gregory M. Adams
Attorney for J.R. Simplot Company.

Cassia Wind Farm, LLC

By 
Peter J. Richardson
Attorney for Cassia Wind Farm, LLC

By 
Gregory M. Adams
Attorney for SE Hazelton A, L.P.;
Fulcrum, Inc.; BP Hydro Associates;
Bypass Power Company, Inc.; Notch
Butte Hydro Company Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14th day of May 2014 I served a true and correct copy of the SETTLEMENT STIPULATION upon the following named parties by the method indicated below, and addressed to the following:

Commission Staff

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Deputy Attorney General
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Cassia Wind Farm, LLC

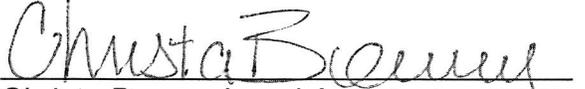
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**SE Hazelton A, L.P.; Fulcrum, Inc.; BP
Hydro Associates; Bypass Power
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Christa Beary, Legal Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-13-25

IDAHO POWER COMPANY

ATTACHMENT NO. 1

Sample Monthly Calculation

Date	ICE Mid C Daily Avg Price (\$/MWh)		Hours			Total Price (\$)		
	Peak	Off-Peak	Peak	Off-Peak	Total	Peak	Off-Peak	Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1/1/2014		\$42.75	0	24	24	\$0.00	\$1,025.95	\$1,025.95
1/2/2014	\$45.04	\$42.75	16	8	24	\$720.60	\$341.98	\$1,062.58
1/3/2014	\$42.76	\$39.64	16	8	24	\$684.17	\$317.12	\$1,001.30
1/4/2014	\$42.76	\$39.64	16	8	24	\$684.17	\$317.12	\$1,001.30
1/5/2014		\$48.31	0	24	24	\$0.00	\$1,159.44	\$1,159.44
1/6/2014	\$51.14	\$48.31	16	8	24	\$818.30	\$386.48	\$1,204.78
1/7/2014	\$44.65	\$41.58	16	8	24	\$714.48	\$332.63	\$1,047.11
1/8/2014	\$40.14	\$37.37	16	8	24	\$642.24	\$298.98	\$941.22
1/9/2014	\$35.08	\$31.25	16	8	24	\$561.28	\$250.01	\$811.29
1/10/2014	\$32.90	\$29.97	16	8	24	\$526.41	\$239.75	\$766.16
1/11/2014	\$32.90	\$29.97	16	8	24	\$526.41	\$239.75	\$766.16
1/12/2014		\$32.12	0	24	24	\$0.00	\$770.86	\$770.86
1/13/2014	\$34.45	\$32.12	16	8	24	\$551.26	\$256.95	\$808.21
1/14/2014	\$41.18	\$37.07	16	8	24	\$658.89	\$296.58	\$955.47
1/15/2014	\$40.54	\$38.62	16	8	24	\$648.56	\$308.97	\$957.54
1/16/2014	\$40.51	\$38.07	16	8	24	\$648.20	\$304.54	\$952.74
1/17/2014	\$40.51	\$38.07	16	8	24	\$648.20	\$304.54	\$952.74
1/18/2014	\$38.24	\$37.61	16	8	24	\$611.85	\$300.86	\$912.71
1/19/2014		\$37.61	0	24	24	\$0.00	\$902.58	\$902.58
1/20/2014	\$39.82	\$37.53	16	8	24	\$637.12	\$300.23	\$937.34
1/21/2014	\$39.82	\$37.53	16	8	24	\$637.12	\$300.23	\$937.34
1/22/2014	\$41.98	\$39.82	16	8	24	\$671.75	\$318.57	\$990.32
1/23/2014	\$42.66	\$40.78	16	8	24	\$682.60	\$326.25	\$1,008.84
1/24/2014	\$46.10	\$43.30	16	8	24	\$737.59	\$346.42	\$1,084.00
1/25/2014	\$46.10	\$43.30	16	8	24	\$737.59	\$346.42	\$1,084.00
1/26/2014		\$43.50	0	24	24	\$0.00	\$1,044.09	\$1,044.09
1/27/2014	\$45.31	\$43.50	16	8	24	\$725.01	\$348.03	\$1,073.04
1/28/2014	\$44.86	\$43.22	16	8	24	\$717.77	\$345.72	\$1,063.49
1/29/2014	\$38.64	\$37.16	16	8	24	\$618.18	\$297.30	\$915.49
1/30/2014	\$38.68	\$35.91	16	8	24	\$618.80	\$287.31	\$906.11
1/31/2014	\$38.68	\$35.91	16	8	24	\$618.80	\$287.31	\$906.11
			Total Hours		744	Total Price		\$29,950.30

Monthly Average = Total (h) / Total (e)	\$40.26
Avoided Energy Cost = Monthly Average x 82.4%	\$33.17
Purchase Price (\$/MWh) = Avoided Energy Cost x 85%	\$28.20

IntercontinentalExchange™ undertaken by PricewaterhouseCoopers LLP

close

Trade Date	Begin Date	End Date	High	Low	Avg	Chg	Vol (MWH)	# Deals	# Cparties
Mid C Peak									
Dec 30, 2013	Dec 31, 2013	Dec 31, 2013	42.25	40.25	41.27	-4.71	38,000	87	20
Dec 31, 2013	Jan 2, 2014	Jan 2, 2014	45.75	43.00	45.04	3.77	48,400	120	22
Jan 2, 2014	Jan 3, 2014	Jan 4, 2014	43.25	42.05	42.76	-2.28	84,800	97	20
Jan 3, 2014	Jan 6, 2014	Jan 6, 2014	54.00	44.50	51.14	8.38	36,800	91	20
Jan 6, 2014	Jan 7, 2014	Jan 7, 2014	46.75	43.50	44.65	-6.49	36,800	91	18
Jan 7, 2014	Jan 8, 2014	Jan 8, 2014	41.00	39.50	40.14	-4.51	41,200	103	22
Jan 8, 2014	Jan 9, 2014	Jan 9, 2014	36.00	34.50	35.08	-5.06	49,200	115	24
Jan 9, 2014	Jan 10, 2014	Jan 11, 2014	34.50	32.50	32.90	-2.18	120,000	145	25
Jan 10, 2014	Jan 13, 2014	Jan 13, 2014	36.00	34.00	34.45	1.55	58,000	142	23
Jan 13, 2014	Jan 14, 2014	Jan 14, 2014	42.00	37.75	41.18	6.73	33,200	82	21
Jan 14, 2014	Jan 15, 2014	Jan 15, 2014	42.00	38.50	40.54	-.64	47,200	110	20
Jan 15, 2014	Jan 16, 2014	Jan 17, 2014	42.00	36.50	40.51	-.03	70,400	85	21
Jan 16, 2014	Jan 18, 2014	Jan 18, 2014	39.00	37.75	38.24	-2.27	51,200	122	22
Jan 17, 2014	Jan 20, 2014	Jan 21, 2014	40.75	39.25	39.82	1.58	104,800	130	20
Jan 21, 2014	Jan 22, 2014	Jan 22, 2014	42.75	41.50	41.98	2.16	32,400	81	24
Jan 22, 2014	Jan 23, 2014	Jan 23, 2014	44.00	42.00	42.66	.68	32,800	80	21
Jan 23, 2014	Jan 24, 2014	Jan 25, 2014	47.25	44.75	46.10	3.44	95,200	118	23
Jan 24, 2014	Jan 27, 2014	Jan 27, 2014	45.75	45.00	45.31	-.79	24,000	59	18
Jan 27, 2014	Jan 28, 2014	Jan 28, 2014	45.50	44.00	44.86	-.45	21,200	53	15
Jan 28, 2014	Jan 29, 2014	Jan 29, 2014	41.00	35.50	38.64	-6.22	58,000	140	25
Jan 29, 2014	Jan 30, 2014	Jan 31, 2014	42.00	38.00	38.68	.04	64,000	80	21
Jan 30, 2014	Feb 1, 2014	Feb 1, 2014	53.00	47.00	49.52	10.84	52,800	131	24
Jan 31, 2014	Feb 3, 2014	Feb 3, 2014	74.00	53.00	62.79	13.27	58,000	142	24

IntercontinentalExchange™ undertaken by PricewaterhouseCoopers LLP

close

Trade Date	Begin Date	End Date	High	Low	Avg	Chg	Vol (MWH)	# Deals	# Cparties
Mid C Off-Peak									
Dec 30, 2013	Dec 31, 2013	Dec 31, 2013	38.00	35.00	36.49	-5.59	10,000	49	18
Dec 31, 2013	Jan 1, 2014	Jan 2, 2014	43.50	42.50	42.75	6.26	56,800	68	19
Jan 2, 2014	Jan 3, 2014	Jan 4, 2014	41.50	38.00	39.64	-3.11	37,200	91	20
Jan 3, 2014	Jan 5, 2014	Jan 6, 2014	49.75	44.25	48.31	8.67	84,800	102	22
Jan 6, 2014	Jan 7, 2014	Jan 7, 2014	42.25	40.75	41.58	-6.73	21,200	99	21
Jan 7, 2014	Jan 8, 2014	Jan 8, 2014	38.25	36.25	37.37	-4.21	24,600	120	21
Jan 8, 2014	Jan 9, 2014	Jan 9, 2014	32.00	29.75	31.25	-6.12	31,000	134	22
Jan 9, 2014	Jan 10, 2014	Jan 11, 2014	30.50	29.00	29.97	-1.28	38,000	88	23
Jan 10, 2014	Jan 12, 2014	Jan 13, 2014	32.75	30.00	32.12	2.15	70,400	83	20
Jan 13, 2014	Jan 14, 2014	Jan 14, 2014	37.95	34.35	37.07	4.95	22,400	102	20
Jan 14, 2014	Jan 15, 2014	Jan 15, 2014	41.00	36.50	38.62	1.55	26,600	132	21
Jan 15, 2014	Jan 16, 2014	Jan 17, 2014	39.00	36.55	38.07	-.55	54,800	128	21
Jan 16, 2014	Jan 18, 2014	Jan 19, 2014	38.50	36.75	37.61	-.46	80,000	100	18
Jan 17, 2014	Jan 20, 2014	Jan 21, 2014	38.50	36.75	37.53	-.08	38,800	95	15
Jan 21, 2014	Jan 22, 2014	Jan 22, 2014	40.25	39.25	39.82	2.29	13,200	64	17
Jan 22, 2014	Jan 23, 2014	Jan 23, 2014	41.50	40.25	40.78	.96	16,600	79	17
Jan 23, 2014	Jan 24, 2014	Jan 25, 2014	44.50	41.25	43.30	2.52	56,400	135	21
Jan 24, 2014	Jan 26, 2014	Jan 27, 2014	45.00	42.50	43.50	.20	84,800	104	18
Jan 27, 2014	Jan 28, 2014	Jan 28, 2014	45.00	42.25	43.22	-.28	15,400	64	17
Jan 28, 2014	Jan 29, 2014	Jan 29, 2014	45.00	34.75	37.16	-6.06	26,200	123	21
Jan 29, 2014	Jan 30, 2014	Jan 31, 2014	39.00	35.25	35.91	-1.25	40,800	96	20
Jan 30, 2014	Feb 1, 2014	Feb 1, 2014	51.00	45.00	48.06	12.15	15,200	75	20
Jan 31, 2014	Feb 2, 2014	Feb 3, 2014	59.00	53.00	55.23	7.17	59,200	72	19

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-13-25

IDAHO POWER COMPANY

ATTACHMENT NO. 2

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY

AVAILABILITY

Service under this schedule is available throughout the Company's service territory within the State of Idaho.

APPLICABILITY

Service under this schedule is applicable to any Seller that:

1. Owns or operates a Qualifying Facility with a nameplate capacity rating of less than 10 MW and desires to sell Energy generated by the Qualifying Facility to the Company on a non-firm, if, as, and when available basis;
2. Meets all applicable requirements of the Company's Schedule 72 and the Generation Interconnection Process.

DEFINITIONS

Avoided Energy Cost is 82.4% of the monthly arithmetic average of each day's Intercontinental Exchange ("ICE") daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. the weighted average of the daily on-peak and off-peak Dow Jones Mid-Columbia Electricity Price Index (Dow Jones Mid-C Index) prices for nonfirm energy published in the Wall Street Journal. Each day's index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) excluding all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Avoided Energy Cost calculation being:

$$\frac{.824 * \left(\sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\}}{(n*24)} \right)}{1}$$

where n = number of days in the month

If the Dow Jones Mid-C Index prices are not reported for a particular day or days, the average of the immediately preceding and following reporting periods or days will be used. If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of

HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

Designated Dispatch Facility is the Company's Boise Bench Dispatch Center.

Energy means the non-firm electric energy, expressed in kWh, generated by the Qualifying Facility and delivered by the Seller to the Company in accordance with the conditions of this schedule. Energy is measured net of Losses and Station Use.

Generation Facility means equipment used to produce electric energy at a specific physical location, which meets the requirements to be a Qualifying Facility.

Generation Interconnection Process is the Company's generation interconnection application and engineering review process developed to ensure a safe and reliable generation interconnection.

Interconnection Facilities are all facilities reasonably required by Prudent Electrical Practices and the National Electric Safety Code to interconnect and safely deliver Energy from the Qualifying Facility to the Company's system, including, but not limited to, connection, transformation, switching, metering, relaying, communications, disconnection, and safety equipment.

Losses are the loss of electric energy occurring as a result of the transformation and transmission of electric energy from the Qualifying Facility to the Point of Delivery.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY
(Continued)

DEFINITIONS (Continued)

Point of Delivery is the location where the Company's and the Seller's electrical facilities are interconnected.

Prudent Electrical Practices are those practices, methods and equipment that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.

PURPA means the Public Utility Regulatory Policies Act of 1978.

Qualifying Facility is a cogeneration facility or a small power production facility which meets the PURPA criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

Schedule 72 is the Company's service schedule which provides for interconnection to non-utility generation or its successor schedule(s) as approved by the Commission.

Seller is any entity that owns or operates a Qualifying Facility and desires to sell Energy to the Company.

Standby Power is electrical energy or capacity supplied by the Company during an unscheduled outage of a Qualifying Facility to replace energy consumed by the seller which is ordinarily supplied by the Seller's Qualifying Facility.

Station Use is electric energy used to operate the Qualifying Facility which is auxiliary to or directly related to the generation of electricity and which, but for the generation of electricity, would not be consumed by the Seller.

Supplementary Power is electric energy or capacity supplied by the Company which is regularly used by a Seller in addition to the Energy and capacity which the Qualifying Facility usually supplies to the Seller.

PURCHASE PRICE

The Company will pay the Seller monthly, for each kWh of Energy delivered and accepted at the Point of Delivery during the preceding calendar month, an amount equal to 85 percent of the monthly Avoided Energy Cost.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY
(Continued)

CONDITIONS OF PURCHASE AND SALE

The conditions listed below shall apply to all transactions under this schedule.

1. The Company shall purchase Energy from any Seller that offers to sell Energy to the Company.
2. As a condition of interconnection with the Company, the Seller shall:
 - a. Complete and maintain all requirements of interconnection in accordance with Schedule 72.
 - b. Complete and maintain all requirements of the Company's Generation Interconnection Process.
 - c. Submit proof to the Company of all insurance required by paragraph 12.
 - d. Obtain written confirmation from the Company that all conditions to interconnection have been fulfilled prior to operation of the Generation Facility. Such confirmation shall not be unreasonably withheld by the Company.
3. The Seller shall never deliver or attempt to deliver energy to the Company's system when the Company's system serving the Seller's Generation Facility is de-energized for any reason.
4. The Seller and the Company shall each indemnify the other, their respective officers, agents, and employees against all loss, damage, expense, and liability to third persons for injury to or death of persons or injury to property, proximately caused by the indemnifying party's construction, ownership, operation or maintenance of, or by failure of, any of such party's works or facilities used in connection with purchases under this schedule. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.
5. The Company shall offer to provide Standby Power and Supplementary Power to the Seller. Charges for Supplementary and Standby Power will be in accordance with the Company's Schedule 7 as that schedule is modified from time to time by the Commission.
6. The Seller shall maintain voltage levels acceptable to the Company.
7. The Seller shall maintain at the Qualifying Facility or such other location mutually acceptable to the Company and Seller, adequate metering and related power production records, in a form and content recommended by the Company.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY
(Continued)

CONDITIONS OF PURCHASE AND SALE (Continued)

Either the Seller or the Company after reasonable notice to the other party, shall have the right, during normal business hours, to inspect and audit any or all such metering and related power production records pertaining to the Seller's account.

8. During a period of shortage of energy on the Company's system, the Seller shall, at the Company's request and within the limits of reasonable safety requirements as determined by the Seller, use its best efforts to provide requested Energy, and shall, if necessary, delay any scheduled shutdown of the Qualifying Facility.

9. The Company and the Seller shall maintain appropriate operating communications through the Designated Dispatch Facility.

10. The Company shall not be obligated to accept, and the Company may require the Seller to curtail, interrupt or reduce deliveries of Energy if the Company, consistent with Prudent Electrical Practices, determines that curtailment, interruption or reduction is necessary because of line construction or maintenance requirements, emergencies, or other critical operating conditions on its system.

11. If the Company is required by the Commission to institute curtailment of deliveries of electricity to its Customers, the Company may require the Seller to curtail its consumption of electricity in the same manner and to the same degree as other Customers within the same Customer class who do not own Generation Facilities.

12. The Seller shall secure and continuously carry liability insurance coverage for both bodily injury and property damage liability in the amount of not less than \$1,000,000 each occurrence combined single limit.

Such insurance shall include an endorsement naming the Company as an additional insured insofar as liability arising out of operations under this schedule and a provision that such liability policies shall not be canceled or their limits of liability reduced without 30 days' written notice to the Company. The Seller shall furnish the Company with certificates of insurance together with the endorsements required herein. The Company shall have the right to inspect the original policies of such insurance.

13. The Seller shall grant to the Company all necessary rights of way and easements to install, operate, maintain, replace, and remove the Company's metering and other Interconnection Facilities including adequate and continuing access rights to the property of the Seller. The Seller warrants that it has procured sufficient easements and rights of way from third parties as are necessary to provide the Company with the access described above. The Seller shall execute such other grants, deeds, or documents as the Company may require to enable it to record such rights of way and easements.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY
(Continued)

CONDITIONS OF PURCHASE AND SALE (Continued)

14. Depending on the size and location of the Seller's Qualifying Facility, it may be necessary for the Company to establish additional requirements for operation of the Qualifying Facility. These requirements may include, but are not limited to, voltage, reactive, or operating requirements.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY

Idaho Power Company
For the Purchase of Non-Firm
Energy From Qualifying Facilities

THIS AGREEMENT Made this _____ day of _____, 20 _____, between _____ whose mailing address is _____ hereinafter called Seller and Idaho Power Company, a corporation with its principal office located at 1221 West Idaho Street, Boise, Idaho hereinafter 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, _____ County of _____, State of Idaho, located in the _____ of Section _____, Township, _____ Range _____, BM, in the form of three phase 60 Hz and at a nominal phase to phase potential of _____ 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 Operation & 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.

SCHEDULE 86
COGENERATION AND SMALL
POWER PRODUCTION NON-FIRM
ENERGY

Idaho Power Company
For the Purchase of Non-Firm
Energy From Qualifying Facilities
(Continued)

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 rate making purposes.

(APPROPRIATE SIGNATURES)

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-13-25

IDAHO POWER COMPANY

ATTACHMENT NO. 2 *[sic]*

**SECOND AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
BENNETT CREEK WINDFARM, LLC**

This Second Amendment of the Firm Energy Sales Agreement (“Second Amendment”) is entered into on this 12th day of May, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and Bennett Creek Windfarm, LLC, an Idaho limited liability company (“Bennett Creek” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on December 20, 2006 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility that was approved by the Idaho Public Utilities Commission (“Idaho PUC”) in Order No. 30245 on February 20, 2007;

WHEREAS, Idaho Power and Seller entered into a First Amendment to the Agreement that was approved by the Idaho Public Utilities Commission (“Idaho PUC”) in Order No. 30399 on August 8, 2007; and

WHEREAS, as agreed to in the stipulation entered into by the parties in Case No IPC-E-13-25 before the Idaho Public Utilities Commission, Seller and Idaho Power desire to amend the definition of Market Energy Cost and Mid-Columbia Market Energy Cost in this Agreement;

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 this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 “Market Energy Cost” – Eighty-five percent (85%) of the Mid-Columbia Market Energy Cost.

Article 1, section 1.18 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.18 “Mid-Columbia Market Energy Cost” – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s

index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Mid-Columbia Market Energy Cost calculation being:

$$.824 * \left(\sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

3. Effect of Amendment. Except as expressly amended by this Second Amendment, the Agreement shall remain in full force and effect.

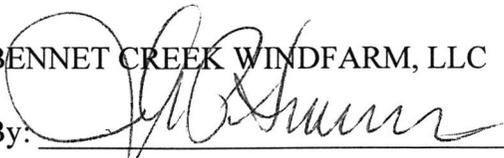
4. **Capitalized Terms.** All capitalized terms used in this Second Amendment and not defined herein shall have the same meaning as used in the Agreement.

5. **Scope of Amendment.** This Second 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 thereof.

6. **Authority.** Each Party represents and warrants that (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 Agreement, and (iii) it has the requisite authority to execute this Second Amendment.

7. **Counterparts.** This Second 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.

BENNET CREEK WINDFARM, LLC
By: 
Name: Joseph Simmons
Title: Vice President

IDAHO POWER COMPANY
By: 
Name: Lisa Grow
Title: SVP, Power Supply

Legal
Review
DJK

**SECOND AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
HOT SPRINGS WINDFARM, LLC**

This Second Amendment of the Firm Energy Sales Agreement (“Second Amendment”) is entered into on this 12th day of May, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and Hot Springs Windfarm, LLC, an Idaho limited liability company (“Hot Springs” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on December 20, 2006 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility that was approved by the Idaho Public Utilities Commission (“Idaho PUC”) in Order No. 30246 on February 20, 2007;

WHEREAS, Idaho Power and Seller entered into a First Amendment to the Agreement that was approved by the Idaho Public Utilities Commission (“Idaho PUC”) in Order No. 30398 on August 8, 2007; and

WHEREAS, as agreed to in the stipulation entered into by the parties in Case No IPC-E-13-25 before the Idaho Public Utilities Commission, Seller and Idaho Power desire to amend the definition of Market Energy Cost and Mid-Columbia Market Energy Cost in this Agreement;

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 this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Definitions.** Article 1, section 1.14 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.14 “Market Energy Cost” – Eighty-five percent (85%) of the Mid-Columbia Market Energy Cost.

Article 1, section 1.18 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.18 “Mid-Columbia Market Energy Cost” – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s

index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Mid-Columbia Market Energy Cost calculation being:

$$.824 * \left(\sum_{X=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

3. Effect of Amendment. Except as expressly amended by this Second Amendment, the Agreement shall remain in full force and effect.

4. Capitalized Terms. All capitalized terms used in this Second Amendment and not defined herein shall have the same meaning as used in the Agreement.

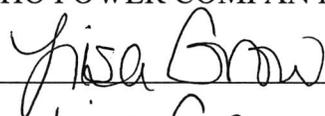
5. **Scope of Amendment.** This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

6. **Authority.** Each Party represents and warrants that (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 Agreement, and (iii) it has the requisite authority to execute this Second Amendment.

7. **Counterparts.** This Second 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.

HOT SPRINGS WINDFARM, LLC
By: 
Name: Joseph Simmons
Title: Vice President

IDAHO POWER COMPANY
By: 
Name: Lisa Grow
Title: SVP Power Supply

Legal
Review
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**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
HIGH MESA ENERGY, LLC**

This First Amendment of the Firm Energy Sales Agreement (“First Amendment”) is entered into on this 2nd day of May, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and High Mesa Energy, LLC, (“High Mesa” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on November 16, 2011 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility that was approved by the Idaho Public Utilities Commission (“Idaho PUC”) in Order No. 32462 on February 17, 2012; and

WHEREAS, as agreed to in the stipulation entered into by the parties in Case No IPC-E-13-25 before the Idaho Public Utilities Commission, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement;

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 this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.28 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.28 “Mid-Columbia Market Energy Cost” – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years

Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Mid-Columbia Market Energy Cost calculation being:

$$.824 * \left(\sum_{X=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

3. Effect of Amendment. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

4. Capitalized Terms. All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

5. 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 thereof.

6. **Authority.** Each Party represents and warrants that (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 Agreement, and (iii) it has the requisite authority to execute this First Amendment.

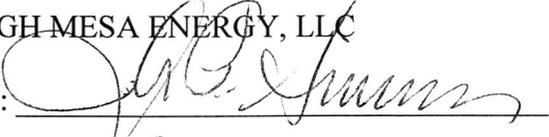
7. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

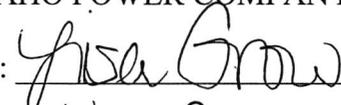
IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

HIGH MESA ENERGY, LLC

IDAHO POWER COMPANY

Legal
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By: 

By: 

Name: Joseph Simmons

Name: Lisa Grow

Title: Vice President

Title: SVP Power Supply

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
CASSIA GULCH WIND PARK, LLC
AND
TUANA SPRINGS ENRGY, LLC**

This First Amendment of the Firm Energy Sales Agreement (“First Amendment”) is entered into on this 12th day of May, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), Cassia Gulch Wind Park, LLC, an Idaho limited liability company (“Cassia Gulch”), and Tuana Springs Energy, LLC, an Idaho limited liability company (“Tuana”) (Cassia Gulch and Tuana are referred to collectively as the “Seller”) (individually Idaho Power and Seller may be referred to as a “Party” and collectively as the “Parties”).

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on August 5, 2009 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility that was approved by the Idaho Public Utilities Commission (“Idaho PUC”) in Order No. 30917 on October 5, 2009; and

WHEREAS, as agreed to in the stipulation entered into by the parties in Case No IPC-E-13-25 before the Idaho Public Utilities Commission, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement;

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 this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Definitions.** Article 1, section 1.25 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.25 “Mid-Columbia Market Energy Cost” – 82.4% of the monthly arithmetic average of each days’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Mid-Columbia Market Energy Cost calculation being:

$$.824 * \left(\sum_{X=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

3. **Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.
4. **Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.
5. **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 thereof.

6. **Authority.** Each Party represents and warrants that (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 Agreement, and (iii) it has the requisite authority to execute this First Amendment.

7. **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 First Amendment to be duly executed as of the date above written.

CASSIA GULCH WIND PARK, LLC

IDAHO POWER COMPANY

Legal
Review
DFA

By: 

By: 

Name: Joseph Simmons

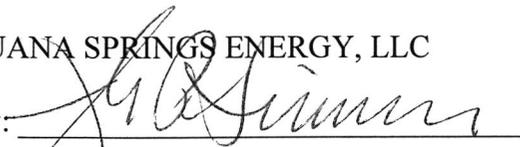
Name: Lisa Grow

Title: Vice President

Title: SVP Power Supply

TUANA SPRINGS ENERGY, LLC

Legal
Review
DFA

By: 

Name: Joseph Simmons

Title: Vice President

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
CASSIA WIND FARM, LLC**

This First Amendment of the Firm Energy Sales Agreement (“First Amendment”) is entered into on this 12th day of May, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and Cassia Wind Farm, LLC, an Idaho limited liability company (“Cassia” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on April 7, 2006 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility that was approved by the Idaho Public Utilities Commission (“Idaho PUC”) in Order No. 30086 on June 30, 2006; and

WHEREAS, as agreed to in the stipulation entered into by the parties in Case No IPC-E-13-25 before the Idaho Public Utilities Commission, Seller and Idaho Power desire to amend the definition of Market Energy Cost in this Agreement;

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 this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. **Definitions.** Article 1, section 1.12 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.12 “Market Energy Cost” – Eighty-five percent (85%) of 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years

Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Market Energy Cost calculation being Eighty-five percent (85%) of:

$$.824 * \left(\sum_{X=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

3. Effect of Amendment. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

4. Capitalized Terms. All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

5. 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 thereof.

6. **Authority.** Each Party represents and warrants that (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 Agreement, and (iii) it has the requisite authority to execute this First Amendment.

7. **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 First Amendment to be duly executed as of the date above written.

CASSIA WIND FARM, LLC

IDAHO POWER COMPANY

Legal
Review
OK

By: 

By: 

Name: Joseph Simmons

Name: Lisa Grow

Title: Vice President

Title: SVP Power Supply

**FIRST AMENDMENT
TO THE
ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
J.R. SIMPLOT COMPANY**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 9 day of May, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and J.R. Simplot Company (“Simplot” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into an Energy Sales Agreement on February 19, 2013 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility that was approved by the Idaho Public Utilities Commission (“Idaho PUC”) in Order No. 32790 on April 17, 2013; and

WHEREAS, as agreed to in the stipulation entered into by the parties in Case No IPC-E-13-25 before the Idaho Public Utilities Commission, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement;

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 this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Definitions.** Article 1, section 1.20 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.20 “Mid-Columbia Market Energy Cost” – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years

Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Mid-Columbia Market Energy Cost calculation being:

$$.824 * \left(\sum_{X=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

3. Effect of Amendment. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

4. Capitalized Terms. All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

5. 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 thereof.

6. Authority. Each Party represents and warrants that (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 Agreement, and (iii) it has the requisite authority to execute this First Amendment.

7. **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 First Amendment to be duly executed as of the date above written.

J.R. SIMPLOT COMPANY

By: JOEL G. BARKER

Name: JOEL G. BARKER

Title: V.P. TREASURER

IDAHO POWER COMPANY

By: Lisa Grow

Name: Lisa Grow

Title: SVP Power Supply

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
SE HAZELTON A., L.P.**

This First Amendment of the Firm Energy Sales Agreement (“First Amendment”) is entered into on this 1st day of May, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and SE Hazelton A, L.P., a California limited partnership (“Hazelton” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on December 8, 2010 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility that was approved by the Idaho Public Utilities Commission (“Idaho PUC”) in Order No. 32181 on February 11, 2011; and

WHEREAS, as agreed to in the stipulation entered into by the parties in Case No IPC-E-13-25 before the Idaho Public Utilities Commission, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement;

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 this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.
2. **Definitions.** Article 1, section 1.21 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.21 “Mid-Columbia Market Energy Cost” – 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices. Each day’s index prices will reflect the relative proportions of peak hours and off-peak hours in the month as follows:

Heavy Load (HL) Hours: The daily hours from hour ending 0700-2200 Mountain Time, (16 hours) *excluding* all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Light Load (LL) Hours: The daily hours from hour ending 2300-0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years

Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The actual Mid-Columbia Market Energy Cost calculation being:

$$.824 * \left(\sum_{X=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

If the ICE Mid-C Index reporting is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the ICE Mid-C Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.

3. Effect of Amendment. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

4. Capitalized Terms. All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

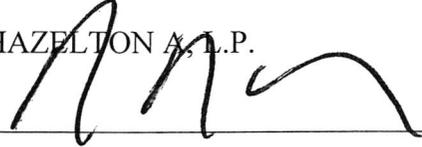
5. Scope of Amendment. This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

6. Authority. Each Party represents and warrants that (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 Agreement, and (iii) it has the requisite authority to execute this First Amendment.

7. **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 First Amendment to be duly executed as of the date above written.

SE HAZELTON A, L.P.

By:  _____

Name: Stephen Pike

Title: Vice President

IDAHO POWER COMPANY

By:  _____

Name: Lisa Grow

Title: SVP Power Supply