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Lead Counsel
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May 13, 2014

VIA HAND DELIVERY

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

Re: Case No. IPC-E-14-09
Suspend Obligation to Purchase Energy Generated by Solar-Powered
Qualifying Facilities – Idaho Power Company's Petition and Testimony

Dear Ms. Jewell:

Enclosed for filing in the above matter please find an original and seven (7) copies of Idaho Power Company's Petition.

Also enclosed for filing are nine (9) copies each of the Direct Testimony of Randy Allphin and Philip B. DeVol. One copy of each of the aforementioned testimonies has been designated as the "Reporter's Copy." In addition, a disk containing a Word version of Mr. Allphin's and Mr. DeVol's testimonies is enclosed for the Reporter.

Enclosed in a separate envelope are nine (9) copies of **confidential** Exhibit No. 1 to Mr. Allphin's testimony. A proposed Protective Agreement is provided for execution by the appropriate Idaho Public Utilities Commission Staff attorney. Please handle the confidential information in accordance with the Protective Agreement Idaho Power Company requests be executed in this matter. A non-confidential version of Exhibit No. 1 was filed with the Direct Testimony of Randy Allphin. The confidential version of Exhibit No. 1 is provided separately.

If you have any questions about the enclosed documents, please do not hesitate to contact me.

Very truly yours,

Donovan E. Walker

DEW:csb
Enclosures

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Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER)	
COMPANY'S PETITION TO)	CASE NO. IPC-E-14-09
TEMPORARILY SUSPEND ITS PURPA)	
OBLIGATION TO PURCHASE ENERGY)	IDAHO POWER COMPANY'S
GENERATED BY SOLAR-POWERED)	PETITION TO TEMPORARILY
QUALIFYING FACILITIES ("QF").)	SUSPEND ITS PURPA
)	OBLIGATION TO PURCHASE
)	ENERGY GENERATED BY
)	SOLAR-POWERED QFS
)	

Idaho Power Company ("Idaho Power" or "Company"), pursuant to RP 53, 56, and 256, hereby respectfully petitions the Idaho Public Utilities Commission ("Commission") to immediately issue an order temporarily suspending Idaho Power's obligation, under §§ 201 and 210 of the Public Utility Regulatory Policies Act of 1978 ("PURPA") and various Commission orders, to enter into contracts and/or obligations to purchase energy generated by qualifying solar-powered small power production Qualifying Facilities ("QF" or "Qualifying Facilities"). Alternatively, Idaho Power seeks an immediate order from the Commission determining that any solar PURPA contracts

or obligations entered into with Idaho Power shall contain an appropriate solar integration charge. Idaho Power's request for a temporary suspension of its PURPA purchase obligation is limited to contracts/obligations for purchases of energy from solar-powered QFs. The suspension would not affect contracts with QFs utilizing other generating technologies.

Idaho Power requests that this temporary suspension remain in effect for a period of time sufficient to allow completion of Idaho Power's current solar integration cost study and to include the results thereof into the purchase agreements with solar QFs. Idaho Power currently has 501 megawatts ("MW") of solar QFs that have recently signed contracts, received draft contracts, received indicative incremental Integrated Resource Plan ("IRP") cost pricing calculations, or otherwise made serious inquiries about selling their generation to Idaho Power and/or obligating Idaho Power and customers to such purchases pursuant to PURPA. The temporary suspension is necessary to prevent great and irreparable harm to Idaho Power's customers that will result from entering into purchase agreements/obligations with solar QFs without the inclusion of solar integration costs. Numerous solar QFs are seeking purchase agreements/obligations with Idaho Power prior to completion of the current on-going solar integration study anticipated for June of this year. This Petition is supported by the accompanying testimony and exhibits of Randy Allphin and Philip B. DeVol and is based on the following:

I. BACKGROUND

1. PURPA. Sections 201 and 210 of PURPA require electric utilities to offer to purchase electric energy from qualifying cogeneration and small power production

facilities.¹ PURPA further specifies that the purchase rates set by state commissions for electric utility purchases of energy generated by QFs may not exceed the incremental cost to the electric utility of alternative electric energy.² PURPA defines incremental cost as the cost to the electric utility of the electric energy which, but for the purchase from such QFs, such utility would generate or purchase from another source.³ PURPA also requires state commissions to set the rates for purchases of power from QFs at levels that are just and reasonable to the utility's customers and in the public interest and that do not discriminate against QFs, but that are not more than avoided costs.⁴

2. Commission's Authority to Temporarily Suspend Obligation. The Commission has authorized a temporary suspension of the PURPA purchase obligation in the past. In Order No. 19348 issued in Case No. U-1500-156, the Commission, on its own motion, imposed a one-year moratorium on purchases from QFs located within the service areas of non-investor-owned utilities that purchase energy supplies from the Bonneville Power Administration. That moratorium was eventually lifted and Idaho Power continues to be the purchaser of considerable amounts of energy from QF projects located in the service areas of Idaho municipalities and co-ops. Additionally, and more recently, the Public Utility Commission of Oregon temporarily suspended Idaho Power's obligation to enter into standard purchase agreements/obligations until such time as Idaho Power's avoided cost rates could be updated. Order No. 12-042, Case Nos. UE 244 and UM 1575. Likewise, the California Public Utilities Commission

¹ 16 USC § 824a-3(a).

² 16 USC § 824a-3(b).

³ 16 USC § 824a-3(d).

⁴ 16 USC § 824a-3(b)(1) and (2).

has similarly issued a temporary suspension of PURPA obligations for the protection of customers, citing to its “obligation to ensure that rates for utility purchases are just and reasonable and in the public interest.” 2013 WL 458041 (Cal.P.U.C.) *Re Implementation and Administration of California Renewables Portfolio Standard Program*, Rulemaking Proceeding 11-05-005, Decision 13-01-041, p. 16, Jan. 24, 2013.

Prior history clearly demonstrates that when a utility asks the Commission to consider changing avoided cost rates, or implementing policy change, potential developers inundate the utility with contract and interconnection requests seeking to obligate the Company and its customers prior to the change(s) taking effect; i.e., seeking “grandfathered” status. The Company, in conjunction with the selected Technical Review Committee and Commission Staff from both Idaho and Oregon, commenced a solar integration study in August of 2013. DeVol Testimony, p. 3. In order to allow that study to be completed and implemented into solar QF purchase obligations, it is imperative that the Commission implement a temporary suspension of the Company’s obligation to purchase generation from solar QF resources. Unless the Commission orders a temporary suspension of the mandatory purchase obligation under PURPA, Idaho Power is concerned that solar QF developers will inundate Idaho Power with requests for contracts and file complaints, meritorious or otherwise, in order to position themselves for an entitlement to be “grandfathered” to the existing published avoided cost rates without inclusion of a solar integration charge. This potentially puts the Commission in the position of accepting or rejecting PURPA solar purchase obligations that do not contain a solar integration charge.

The Commission has the obligation to ensure that the avoided cost rate is just and reasonable to the utility's customers, in the public interest, and that customers are not harmed by the PURPA QF obligation. Inherent in that authority is the ability to temporarily suspend the Company's obligation to purchase, until the current solar integration study can be completed and establish a proper integration charge for those purchase obligations. The Idaho Supreme Court recently upheld the Commission's authority and procedure by which it approves or disapproves of PURPA power sales agreements, and determines whether a legally enforceable obligation exists that would bind the QF, utility, and its customers even in the absence of a contract. *Idaho Power Co., v. Idaho Pub. Util. Comm.*, 155 Idaho 780, 316 P.3d 1278 ("Grouse Creek"). Certainly within the Commission's obligation to protect customers, its authority to approve or disapprove QF sales agreements, as well as its authority to determine if the QF has incurred a legally enforceable obligation outside of a contract, is its ability to determine whether or not it will allow contracts or obligations to purchase solar QF generation with, or without, the associated integration costs included.

3. The GNR PURPA Cases. The Commission issued its final order in Case No. GNR-E-11-03 on December 18, 2012. This concluded phase three of the Commission's multi-year, three-phase investigation into PURPA pricing, contracting, disaggregation, etc.⁵ The Commission made changes to the methodologies utilized to estimate the utilities avoided cost for long-term, contractual purchases with QFs. For solar QFs, the Commission directed that avoided cost rates for all solar QFs above 100 kilowatts utilize the incremental cost IRP methodology.

⁵ Case No. GNR-E-10-04, Phase 1; Case No. GNR-E-11-01, Phase 2; Case No. GNR-E-11-03, Phase 3.

Solar QFs receive an avoided cost price that is much higher than other QF resources, particularly the other intermittent resource (wind) because a solar QF's generation profile is a much better match to the Company's need to serve load. This case is not about the incremental cost IRP methodology and the resulting higher avoided cost rates that a solar QF receives from that methodology. The Company believes that this pricing is reflective of a higher value to the Company and its customers of solar generation, and the fact that it is a better match for the Company's loads. However, unlike wind, which is the other predominant intermittent resource, studies and data regarding the integration costs of solar have been lacking in the past. Order No. 32068, p. 5. Consequently, although the Commission and Commission Staff have acknowledged that solar is an intermittent resource with some associated integration cost to the utility and its customers, because of the lack of solar integration studies and data, a solar integration charge has not yet been implemented. Order No. 32068, p. 5; Staff Comments, Case No. IPC-E-10-19, pp. 5-6; Staff Comments, Case No. IPC-E-11-10, pp. 8-9. Without inclusion of the associated cost of integrating solar generation onto Idaho Power's system, Idaho Power's customers will be irreparably harmed by paying solar QFs a price that is above the avoided cost of the Company, and will not be held neutral in the QF transaction as required by PURPA.

4. Idaho Power's Previous Solar PURPA Contracts. Idaho Power currently has no Idaho contracts with solar QFs. However, the Commission previously approved two solar QF PURPA contracts with Idaho Power: Grand View Solar PV One, LLC, Case No. IPC-E-10-19, and Interconnect Solar Development, LLC, Case No. IPC-E-11-10. Both of these contracts were terminated subsequent to Commission approval for

failure to meet the Scheduled Operation Date in one case and failure to post the required security deposit in the other. Although neither previous solar contract contained a solar integration charge, the Commission recognized that solar generation was intermittent in nature causing integration costs. Commission Staff recommended that a solar integration charge was appropriate, and in the case of Interconnect Solar, Staff recommended implementing a solar integration charge equal to the wind integration charge.

Commission Staff, in the case of Grand View One, recommended that solar as an intermittent resource “undoubtedly” incurred integration costs upon the utility and its customers. Staff Comments, pp. 5-6, Case No. IPC-E-10-19. Staff recommended, however, that because of the lack of data and analysis necessary to quantify solar integration costs, that a specific integration cost not be included for Grand View One. *Id.*, p. 6. Staff also recommended that when Idaho Power eventually has the data and analysis to support a solar integration charge, that those charges be included in PURPA contracts. *Id.* The Commission in approving the Grand View Solar One contract stated:

While approval of the Agreement is opposed by one of the Company’s customers, we note that solar is a qualifying renewable energy resource under PURPA that Idaho Power is required to purchase. As does Staff, the customer notes the intermittent nature of the resource and the necessity for the Company to provide backup. **We acknowledge this aspect of solar generation contracts** but agree with Staff that insufficient data exists to calculate an integration adjustment.

Order No. 32068, p. 5 (emphasis added).

Commission Staff, in the case of Interconnect Solar, recommended that the Commission implement a solar integration charge for Interconnect Solar equal to \$6.50, the same as that included for intermittent wind resources.

Staff believes that solar integration costs are material, and may be comparable to wind integration costs. . . . Some articles suggest that the integration cost for solar integration may be less than the calculated wind integration cost, yet other articles suggest that solar energy is even more difficult and costly to integrate than wind due to the more frequent, sudden deviations in solar generation (i.e., clouds). The Commission has approved only one other PURPA contract for a solar facility. In that contract, no discount to account for solar integration cost was included because of lack of data and studies. Staff was hopeful that data could be gathered from the Grand View I project and that Idaho Power could complete a solar integration study before additional solar projects were proposed. Unfortunately, that clearly has not happened. In any case, Staff is convinced that integration costs associated with the Interconnect Solar Facility will not be zero. Based on prior studies of wind integration costs, the Commission conservatively capped integration costs at \$6.50 per MWh. Staff believes that absent additional information, the same \$6.50 per MWh integration cost is a better estimate than no integration cost at all, and should be applied as a discount to the avoided cost rates in the Agreement.

Staff Comments, Case No. IPC-E-11-10, pp. 8-9. The Commission, however, subsequently approved the Interconnect Solar contract without including solar integration costs. Order No. 32384.

II. REQUEST FOR EXPEDITED AND IMMEDIATE RELIEF TO PREVENT IRREPERABLE HARM TO CUSTOMERS

Idaho Power currently has 501 MW of solar QF projects poised to contract with/obligate the Company to purchase the output of their various projects pursuant to PURPA. Allphin Testimony, p. 3, Allphin Exhibit No 1. Of this 501 MW, 15 projects for 341 MW are located within Idaho with the remaining 16 projects for 160 MW being in

Oregon. *Id.* Currently, none of these contracts and potential contracts/obligations contain any solar integration costs, and thus customers will pay much more than the Company's avoided cost for this QF output if contracts/obligations are obtained or incurred by these solar QFs. Allphin Testimony, p. 3. At current avoided cost rates applicable in each jurisdiction, this 501 MW represents a cost of approximately \$1.89 billion to Idaho Power customers over the life of those contracts. *Id.*, p 4. Although the solar integration study has not yet identified a cost, assuming a cost equal to that of wind integration at \$6.50, the potential integration costs associated with the 501 MW of solar is approximately \$146 million. *Id.* The proposed solar QF projects represent 2/3 of all of Idaho Power's existing PURPA QF contract costs/obligations incurred to date. *Id.* They also constitute an increase in the total nameplate rating of Idaho Power's QF projects from 883 MW to nearly 1,400 MW. *Id.* Idaho Power's minimum load on its entire system for 2013 was 1,005 MW. *Id.*

The Federal Energy Regulatory Commission's ("FERC") view with regard to inclusion of such costs was clarified in a recent Idaho Power case. *Idaho Wind Partners 1, LLC.*, Docket No. EL12-74-000, 140 FERC ¶ 61.219 (September 20, 2012)(Order Granting Petition for Declaratory Order); EL12-74-001, 143 FERC ¶ 61,248 (June 20, 2013) (Order on Rehearing). In the Idaho Wind Partners case, FERC insisted that all long-term PURPA contracts containing rates established at the time of contracting will be assumed to include all costs, even in the face of direct evidence that certain costs were not included in the avoided cost rates at the time of contracting. Order on Rehearing, *supra*. Additionally, FERC's position is that once avoided cost rates are

established in the contract at the time of contracting, that they cannot subsequently be changed. *Id.*

The 501 MW of solar QF projects are real and imminent. Allphin Testimony, pp. 4-5. In Oregon, one developer has proposed a total of 16 different solar QF projects, all at 10 MW each in order to obtain Oregon standard contract rates. *Id.*, p. 5. Of these 160 MW of proposed projects in Oregon, Idaho Power has recently executed 6 contracts at 10 MW of nameplate capacity each, none of which contain solar integration costs. *Id.*

In its Idaho jurisdiction, the Company has 341 MW of inquiries from 6 developers representing 15 different solar QF projects. *Id.* Idaho Power has provided indicative incremental cost IRP pricing to six separate solar QF projects, consisting of five 20 MW projects and one 40 MW project for a total of 140 MW. *Id.* Four of these projects have requested and received draft contracts from Idaho Power and are in active discussions/negotiations about contract terms and conditions. *Id.* One developer is seeking contracts for a 40 MW and two 20 MW solar QF projects to be located on land under the control of three large Idaho municipalities. *Id.* The most recent inquiry is from a developer that over the years has proposed various QF projects and has enlisted the aid of a successful wind developer in developing four, 30 MW solar projects and is seeking contracts/obligations with Idaho Power. *Id.*, pp. 5-6. Another developer is a large out-of-state wind developer that is now proposing a 20 MW solar QF project on the site of a formerly proposed wind QF. *Id.*, p. 6. At least five other 20 MW each solar QF projects are represented by experienced Idaho legal counsel that has represented numerous QF projects of all generation types over the course of many years. *Id.* These

projects, while this Petition was being drafted, took an outdated draft contract from a different solar QF project, reproduced it five times, and signed the non-final, non-agreed to, and superseded document and delivered it to Idaho Power on May 12, 2014. *Id.* Along with its submission, these five QFs included a cover letter purporting to establish legally enforceable obligations by such actions. *Id.*

Some of these solar QF developers and representatives have attended a workshop and participated in Idaho Power's solar integration study process. DeVol Testimony, p. 9, DeVol Exhibit No. 2. It is believed that all of the solar QF developers are well aware of the status and progress of Idaho Power's solar integration study—including the fact that the Company anticipates final results from the solar integration study in the near future, as early as next month in mid-June. Allphin Testimony, pp. 7-8. Activity, inquiries, and communications from proposed solar QF projects have recently increased substantially following Idaho Power's May 1, 2014, solar integration public workshop. *Id.*, p. 7. The Company believes that all of these developers are actively seeking contracts/obligations with the Company prior to such time as the solar integration study is completed. *Id.*, p. 8.

On Monday, May 12, 2004, the "run-on-the-bank" was confirmed. *Id.*, p. 6. At approximately 3:00 p.m. Idaho Power sent e-mail correspondence along with updated and superseding draft contracts containing a solar integration charge to the four solar QF projects who had previously received draft contracts. *Id.*, pp. 6-7. Just minutes later, at approximately 3:05 p.m., as mentioned above, Idaho Power took delivery of a duplicated draft contract, duplicated from a previously provided contract for a different solar QF project, for five proposed 20 MW solar QF projects, signed by the QF

purporting to be a legally enforceable obligation binding customers. *Id.*, p. 7. This is the same kind of situation that has happened in the past, where a QF developer will obtain a non-final, non-agreed to draft sales agreement— sign it and deliver it to Idaho Power, attempting to bolster its claim of entitlement to something that it is not entitled to.

Idaho Power and the Commission are well aware of other similar historical circumstances and “run-on-the-bank” times when there has been a very substantial influx of proposed QF projects in a very short period of time, typically seeking a more favorable rate or other such determination in times of potential rate, rule, and policy changes that the Commission may implement. The gain sought by the QF developers is at the direct and substantial detriment to Idaho Power customers. The circumstances that presently exist with regard to the 501 MW of proposed solar QF projects that are poised to seek contracts/obligations with Idaho Power, are extremely similar to the circumstances that were present when Idaho Power previously came to the Commission seeking relief from an onslaught of proposed wind projects in June of 2005, Case No. IPC-E-05-22, and again in November of 2010, Case No. GNR-E-10-04. History is repeating itself, and Idaho Power once again is before the Commission seeking relief on behalf of its customers from locking in rates that exceed the Company’s avoided costs for the next 20 years, doing irreparable harm to Idaho Power customers in violation of PURPA.

III. SOLAR INTEGRATION STUDY

Idaho Power is currently engaged in a solar integration study (“Study”). A Technical Review Committee (“TRC”) was formed during the summer of 2013 and the Study kickoff was on August 15, 2013, the first TRC meeting. DeVol Testimony, p. 3.

The TRC is made up of: Brian Johnson, University of Idaho; Jimmy Lindsay, Renewable Northwest Project; Kurt Myers, Idaho National Laboratory; and Paul Woods, City of Boise. *Id.*, pp. 3-4. Additionally, representatives from both the Idaho Public Utilities Commission Staff and the Public Utility Commission or Oregon Staff have participated throughout and are included in all correspondence and issues that the TRC is involved with. *Id.* A public workshop was also held on May 1, 2014. *Id.* P. 9; DeVol Exhibit No. 2.

Working in conjunction with the TRC, the Study is guided by two documents. *Id.*, p 4. *Principles for Technical Review (TRC) Involvement in Studies of Variable Generation Integration into Electrical Power Systems* was produced by the National Renewable Energy Laboratory (“NREL”) and Utility Variable-generation Integration Group (“UVIG”). *Id.* The second report, *The Evolution of Wind Power Integration Studies: Past, Present, and Future*, was authored by five NREL researchers considered to be at the forefront of the study of renewable integration and was published by the Institute of Electrical and Electronics Engineers (“IEEE”). *Id.* Even though the report was written from the perspective of wind integration, the principles remain the same for solar integration. *Id.* This report is used as the roadmap for Idaho Power’s solar integration study. *Id.*, pp. 4-5. Solar, like wind, is variable and uncertain and consequently the system of dispatchable resources has to be operated differently in order to successfully integrate the generation without compromising reliability. *Id.*, p. 5.

The steps followed by the Study, consistent with the IEEE report, are: (1) Data gathering and scenario development; (2) Study analysis—a. statistical-based analysis of solar characteristics, b. production cost simulation analysis, and c. reliability

assessment; and (3) Study conclusions and results. *Id.* Idaho Power has walked through both guiding documents, as well as the steps outlined above with the TRC. The importance of these documents to the study was emphasized to participants at the May 1 public workshop. *Id.* The TRC has thus far been extensively involved in the first step: data gathering and scenario development. *Id.* The TRC has been integrally involved with the identification of suitable sources of solar production data, as well as discussions leading to the development of scenarios to be studied. *Id.* The TRC has a leading role in advising as to the use of a technique to transform point-source solar data to meaningful production data for a solar farm. *Id.*, pp. 5-6. The technique is called wavelet variability modeling. *Id.*, p. 6. The TRC's counsel with respect to Idaho Power's use of the wavelet technique has been important and needed. *Id.*

One of the larger tasks of step 1 of the Study, as noted in the IEEE report, is the undertaking involved with coming up with resource data that is needed to model future power output. *Id.* In fact, the Study's biggest hurdle thus far has been obtaining the solar resource data needed to model solar power output. *Id.* The solar build-out scenarios are considering solar farms at six locations in southern Idaho: Parma, Boise, Grand View, Twin Falls, Picabo, and Aberdeen. *Id.* The Study was able to obtain solar data from the U.S. Bureau of Reclamation AgriMet network at the desired five-minute time step for all locations except Grand View. *Id.* NREL maps indicate the area surrounding Grand View and Glens Ferry has the highest annual solar intensity in the state. *Id.* For this reason, Idaho Power and the TRC have felt it's important to model a solar farm at Grand View. *Id.* Obtaining five-minute solar data for Grand View has required the acquisition of data from SolarAnywhere, which is a web-based service from

Clean Power Research providing satellite-derived solar irradiance data. *Id.*, pp. 6-7. The Study did not receive data for Grand View from SolarAnywhere until April, causing delay in the Study schedule. *Id.*, p. 7.

With the acquisition of data for the Grand View area, the Study is nearing completion of step 2.a above, statistical-based analysis of solar characteristics. *Id.* Idaho Power has had correspondence with the TRC regarding the strategy for statistical-based analysis of the solar data, and the Study is nearing completion of this analysis. *Id.* The results of this analysis have not yet been presented to the TRC. *Id.* This analysis will be presented to the TRC for its review in May. *Id.* The intent of this analysis is to translate the variability and uncertainty present in the solar data to an incremental reserve requirement. *Id.* The NREL authors of the IEEE report describe this as an analysis to determine the increase in ancillary services required by a given solar scenario, where NREL defines ancillary services as services that help grid operators maintain balance on electric power systems. *Id.* Idaho Power has discussed with the TRC and workshop participants that the next step is to take the increase in reserve requirement, or ancillary services, from step 2.a for any given solar scenario and to input it into the Study's production cost simulations to determine the cost of carrying increased ancillary services. *Id.*, pp. 7-8.

At the August 2013 kickoff of the Study, a tentative completion of quarter 1 2014 was discussed with the TRC. *Id.*, p 8. The most recent communications with the TRC over the last couple of weeks have been centered around narrowing the focus of the Study in order to determine integration costs for photovoltaic solar ("solar PV") resources sufficient to allow Idaho Power to have integration costs necessary for IRP

and PURPA cost assumptions for solar PV resources. *Id.* Commission Staff has expressed agreement with this scope. *Id.* Because of the use of the two guiding documents and, in particular, the IEEE report as a road map, the required steps remaining are well understood by the TRC and workshop participants. *Id.* It is anticipated that results could be obtained as early as Mid-June. *Id.*

IV. CONCLUSION

Idaho Power currently has 501 MW of solar QFs that have recently signed contracts, received draft contracts, received incremental cost pricing calculations, or otherwise made serious inquiries or taken other steps designed to attempt to obligate Idaho Power and its customers to purchase their generation pursuant to PURPA, and without a solar integration charge. A temporary suspension is necessary to prevent irreparable harm to Idaho Power's customers that will result from entering into purchase agreements/obligations with solar QFs without the inclusion of solar integration costs. Numerous solar QFs are seeking purchase agreements/obligations with Idaho Power prior to completion of the current on-going solar integration study anticipated for June of this year. History is repeating itself, and Idaho Power once again is before the Commission seeking relief on behalf of its customers from locking in rates that exceed the Company's avoided costs for the next 20 years, doing irreparable harm to Idaho Power customers in violation of PURPA.

Idaho Power has been, and is conducting, a mature solar integration study process that heavily involves input from Commission Staff and the TRC. Results of that Study are imminently due early this summer, and as soon as mid-June. This is common knowledge to those in the development community, and Idaho Power and its

customers are now facing a deluge of attempts to secure contracts or obligations prior to completion of the Study and inclusion of such costs by the Commission into the avoided cost rates. Idaho Power respectfully asks for immediate Commission action in order to prevent great and irreparable harm to customers. Idaho Power asks the Commission to order that it will not be required to enter into solar QF contracts and/or obligations that do not contain a solar integration cost.

V. PRAYER FOR RELIEF

WHEREFORE, Idaho Power respectfully requests:

1. That the Commission immediately issue its order temporarily suspending Idaho Power's obligation under §§ 201 and 210 of PURPA to enter into contracts/obligations to purchase energy generated by solar-powered QFs until such time as the solar integration study can be completed and a solar integration charge incorporated by the Commission; or alternatively
2. That the Commission immediately issue an order that any solar PURPA contracts or obligations entered into with Idaho Power shall contain an appropriate solar integration charge.

Respectfully submitted this 13th day of May 2014.



DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13th day of May 2014 I served a true and correct copy of IDAHO POWER COMPANY'S PETITION TO TEMPORARILY SUSPEND ITS PURPA OBLIGATION TO PURCHASE ENERGY GENERATED BY SOLAR-POWERED QFS upon the following named parties by the method indicated below, and addressed to the following:

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