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DONOVAN E. WALKER
Lead Counsel
dwalker@idahopower.com

October 28, 2014

VIA HAND DELIVERY

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

Re: Case No. IPC-E-14-37
Idaho Power Company's Application Regarding Firm Energy Sales
Agreement Amendments

Dear Ms. Jewell:

Enclosed for filing in the above matter please find an original and seven (7) copies of Idaho Power Company's Application for Approval of Firm Energy Sales Agreement Amendments.

Very truly yours,

Donovan E. Walker

DEW:csb
Enclosures

DONOVAN E. WALKER (ISB No. 5921)
Idaho Power Company
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
Telephone: (208) 388-5317
Facsimile: (208) 388-6936
dwalker@idahopower.com

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UTILITIES COMMISSION

Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)	
OF IDAHO POWER COMPANY FOR)	CASE NO. IPC-E-14-37
APPROVAL OR REJECTION OF THE)	
AMENDMENTS TO VARIOUS FIRM)	APPLICATION FOR APPROVAL
ENERGY SALES AGREEMENTS)	OF FIRM ENERGY SALES
REGARDING THE MID-C MARKET INDEX.)	AGREEMENT AMENDMENTS
)	

Idaho Power Company ("Idaho Power"), in accordance with RP 52 and the applicable provisions of the Public Utility Regulatory Policies Act of 1978 ("PURPA"), hereby respectfully applies to the Idaho Public Utilities Commission ("Commission") for an order approving amendments ("Amendments") to various Firm Energy Sales Agreements ("FESA") between Idaho Power and PURPA qualifying facilities ("QF"). These Amendments are virtually identical, and cover the same issue as those submitted and approved as part of the settlement stipulation ("Stipulation") in Case No. IPC-E-13-25, and the First Amendment to the FESA between Idaho Power and United Materials of Great Falls, Inc., Case No. IPC-E-14-21.

In support of this Application, Idaho Power represents as follows:

I. INTRODUCTION AND BACKGROUND

1. Idaho Power has executed 12 individual amendments to existing FESAs with 12 different PURPA QFs. The Amendments are attached hereto as Attachments 1 through 12 as indicated below. The below table lists the applicable QF party as well as the Commission case number in which each FESA was approved:

Attachment	QF Party/FESA Seller	FESA Approval Order	Case Number
1	AgPower Jerome, LLC	Order No. 32138	IPC-E-10-26
2	AgPower DCD, LLC	Order No. 31034	IPC-E-10-02
3	Cargill, Incorporated	Order No. 32024	IPC-E-10-15
4	J.M. Miller Enterprises, Inc.	Order No. 32159	IPC-E-10-37
5	Twin Falls Energy Company, Inc.	Order No. 29863	IPC-E-05-23
6	Bannock County, Idaho	Order No. 32986	IPC-E-13-24
7	DF-AP #1, LLC	Order No. 30608	IPC-E-08-09
8	Fossil Gulch Wind Park, LLC	Order No. 29630	IPC-E-04-19
9	New Energy One, LLC	Order No. 32025	IPC-E-10-16
10	Riverside Hydro I, LLC	Order No. 30088	IPC-E-06-13
11	Riverside Investments, LLC	Order No. 32451	IPC-E-11-27
12	Riverside Investments, LLC	Order No. 31060	IPC-E-10-05

2. The FESAs contain 90/110 firmness requirements that apply a “Market Energy Cost” and/or “Mid-Columbia Market Energy Cost” price to energy deliveries that do not meet the 90/110 requirements. The FESAs define the Market Energy Cost with reference to the Dow Jones Mid-Columbia Index prices for non-firm energy. The FESA provisions for Surplus Energy and the Market Energy Cost generally correlate to Idaho Power’s Schedule 86, Cogeneration and Small Power Production Non-Firm Energy.

3. The Dow Jones Mid-Columbia Index was discontinued by the publisher as of October 2013. Case No. IPC-E-13-25 was initiated to address a replacement market index reference for the non-firm energy price reflected in Schedule 86. The parties to Case No. IPC-E-13-25 executed a Stipulation, approved by the Commission in Order No. 33053, which sets forth reference to the Intercontinental Exchange (“ICE”) Mid-Columbia Index prices, with a revised formula for calculating the non-firm price in Schedule 86. In addition, the parties to Case No. IPC-E-13-25 agreed to amend the FESAs 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 in the Stipulation. In approving the Stipulation, the Commission stated, “We also find it reasonable to allow any additional existing PURPA QFs that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm Mid-Columbia electricity price index, should they so choose, to amend their respective agreements consistent with the terms of this Settlement Stipulation and similar to the contract amendments approved by this Order.” Order No. 33053, p. 4.

II. THE AMENDMENT

4. Idaho Power and each QF have agreed to amend the FESA to include, nearly word for word, the reference to the ICE index and revised formula that was adopted for Schedule 86 in Case No. IPC-E-13-25. The Amendments simply sets forth, virtually verbatim, the provisions from Schedule 86 to define "Market Energy Cost" and/or "Mid-Columbia Market Energy Cost" as appropriate for each FESA. Pursuant to the parties' agreement, and pursuant to the FESA which requires both parties to agree upon a replacement index should the Dow Jones index be discontinued, an effective date of October 2013 for use of the ICE index and calculation referenced in the Amendments is requested. This provides for a switch to and use of the agreed upon ICE index from the time the Dow Jones index was discontinued. The Commission approved the October 2013 effective date in the same First Amendment to the FESA between Idaho Power and United Materials of Great Falls, Inc., Case No. IPC-E-14-21.

III. PROCEDURE

5. Idaho Power requests that the Commission approve the proposed Amendments upon Staff's review and without further process. Staff previously recommended, "Based on the Commission's determination of reasonableness in IPC-E-13-25 to the definition of 'Market Energy Cost' and change in index, and because the Commission already deemed it reasonable for 'any additional existing PURPA QFs' to amend their respective agreements with similar terms, Staff further recommends that the Commission approve the First Amendment without further process." Staff Decision Memorandum, p. 3, Case No. IPC-E-14-21.

6. Alternatively, should the Commission determine that further process is required, Idaho Power believes that a hearing is not necessary to consider the issues presented herein and respectfully requests that this Application be processed under Modified Procedure; i.e., by written submissions rather than by hearing. RP 201, *et seq.*

IV. COMMUNICATIONS AND SERVICE OF PLEADINGS

7. Communications and service of pleadings, exhibits, orders, and other documents relating to this proceeding should be sent to the following:

Donovan E. Walker
Lead Counsel
Regulatory Dockets
Idaho Power Company
1221 West Idaho Street
P.O. Box 70
Boise, Idaho 83707
dwalker@idahopower.com
dockets@idahopower.com

Randy C. Allphin
Energy Contract Administrator
Idaho Power Company
1221 West Idaho Street
P.O. Box 70
Boise, Idaho 83707
rallphin@idahopower.com

V. REQUEST FOR RELIEF

8. Idaho Power respectfully requests that the Commission issue an order accepting the Amendments to the various Firm Energy Sales Agreements submitted herewith without change or condition

Respectfully submitted this 28th day of October 2014.



DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 28th day of October 2014 I served a true and correct copy of the within and foregoing APPLICATION FOR APPROVAL OF FIRM ENERGY SALES AGREEMENT AMENDMENTS upon the following named parties by the method indicated below, and addressed to the following:

AgPower Jerome, LLC (Double A Digester)

Jim Wiest, Manager
AgPower Jerome, LLC
9360 Station Street, Suite 375
Lone Tree, Colorado 80124

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email jim.wiest@camcoglobal.com

AgPower DCD, LLC (Bettencourt Dry Creek)

Jim Wiest
AgPower DCD, LLC
c/o Camco International Group, Inc.
9360 Station Street, Suite 375
Lone Tree, Colorado 80124

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email jim.wiest@camcocleanenergy.com

Cargill, Incorporated (B6 Anaerobic Digester)

Sanchayita Ray, Director of Finance
Cargill Environmental Finance
9350 Excelsior Boulevard
MS 139-4-A
Hopkins, Minnesota 55343

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email sanchayita_ray@cargill.com

J.M. Miller Enterprises, Inc. (Sahko Hydro)

James Miller
J. M. Miller Enterprises, Inc.
2392 Fuller Court
Ann Arbor, Michigan 48105

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email jim@millerengineering.com

**Twin Falls Energy Company, Inc.
(Low Line Midway Hydro)**

Brian Olmstead
Twin Falls Energy Company, Inc.
P.O. Box 326
Twin Falls, Idaho 83303

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email olmstead@tfcanal.com

Bannock County, Idaho

Therese Marchetti
Regulatory Compliance Manager
Bannock County Public Works Department
1500 North Fort Hall Mine Road
Pocatello, Idaho 83204

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email theresem@bannockcounty.us

DF-AP #1, LLC (Big Sky West Dairy)

Attention: Contract Administrator
DF-AP #1, LLC
c/o Andgar Corporation
6920 Salashan Parkway, A-102
Ferndale, Washington 98248

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email garyv@andgar.com

Attention: Legal Department
Dean Foods Company
2515 McKinney Avenue, Suite 1200
Dallas, Texas 75201

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email ed_herman@deanfoods.com

Fossil Gulch Wind Park, LLC (Fossil Gulch)

Sharon Eshima
Fossil Gulch Wind Park, LLC
2400 Industrial Lane, Suite 2100
Broomfield, Colorado 80020

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email

New Energy One, LLC (Rock Creek Dairy)

Kenny Tolman, Plant Manager
New Energy One, LLC
P.O. Box AJ
Filer, Idaho 83328

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email kennytolman@newenergyone.com

Riverside Hydro I, LLC (Mora Drop)

Riverside Hydro I, LLC
P.O. Box 720
Parma, Idaho 83660

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email

Riverside Investments, LLC (Fargo Drop)

Dennis Daugherty
Fargo Drop Hydroelectric
Riverside Investments LLC
P.O. Box 154
Adrian, Oregon 97901

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email dennis@rsicorp.net
terry@rsicorp.net

Riverside Investments, LLC (Arena Drop)

Dennis Daugherty
Riverside Investments LLC
P.O. Box 328
Adrian, Oregon 97901

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email dennis@rsicorp.net


Christa Beary, Legal Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-14-37

IDAHO POWER COMPANY

ATTACHMENT 1

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
AGPOWER JEROME, LLC**

This First Amendment of the Firm Energy Sales Agreement ("First Amendment") is entered into on this 19th day of August, 2014 by and between Idaho Power Company, an Idaho corporation ("Idaho Power"), and AgPower Jerome, LLC, a Delaware limited liability company ("AgPower Jerome" or "Seller") (individually a "Party" and collectively the "Parties").

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on October 13, 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. 32138 on December 16, 2010;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 ("Stipulation") that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC's order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement consistent with the Stipulation;

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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

6. **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.

7. **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.

8. **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.

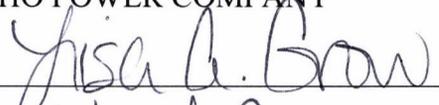
AGPOWER JEROME, LLC

By: 

Name: JAMES R. WEST

Title: MANAGER

IDAHO POWER COMPANY

By: 

Name: Lisa A Grow

Title: SVP Power Supply

BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-14-37

IDAHO POWER COMPANY

ATTACHMENT 2

**SECOND AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
AGPOWER DCD, LLC**

This Second Amendment of the Firm Energy Sales Agreement (“Second Amendment”) is entered into on this 19th day of August, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and AgPower DCD, LLC, a Delaware limited liability company (“DCD” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Cargill, Incorporated entered into a Firm Energy Sales Agreement dated January 22, 2010 (the “Original 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. 31034 on April 1, 2010;

WHEREAS, Idaho Power, Cargill Environmental Finance division of Cargill, Incorporated (“Cargill”), and DCD entered into a First Amendment of the Original Agreement on June 24, 2013, providing for, among other things, the transfer of ownership and all rights, interests and obligations of Cargill under the Original Agreement to DCD (the Original Agreement, as amended, is referred to in this Second Amendment as the “Agreement”);

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement consistent with the Stipulation;

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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

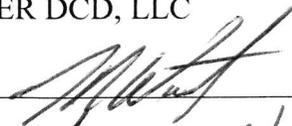
6. **Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent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

7. **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.

8. **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.

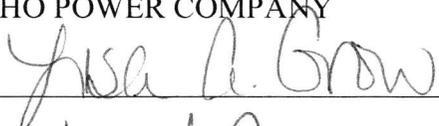
AGPOWER DCD, LLC

By: 

Name: JAMES R WEST

Title: MANAGER

IDAHO POWER COMPANY

By: 

Name: LISA A GROW

Title: 8-19-14

BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-14-37

IDAHO POWER COMPANY

ATTACHMENT 3

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
CARGILL, INCORPORATED**

This First Amendment of the Firm Energy Sales Agreement ("First Amendment") is entered into on this 8 day of Sept, 2014 by and between Idaho Power Company, an Idaho corporation ("Idaho Power"), and Cargill, Incorporated, a Delaware corporation ("Cargill" or "Seller") (individually a "Party" and collectively the "Parties").

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on May 4, 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. 32024 on July 1, 2010;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 ("Stipulation") that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC's order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement consistent with the Stipulation;

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.

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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

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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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

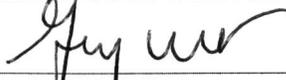
6. **Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent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

7. **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.

8. **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.

CARGILL INCORPORATED

By: 

Name: Greg Woods

Title: OPERATIONS MANAGER

IDAHO POWER COMPANY

By: 

Name: Lisa A. Grow

Title: SVP Power Supply

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-14-37**

IDAHO POWER COMPANY

ATTACHMENT 4

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
J.M. MILLER ENTERPRISES, INC.**

This First Amendment of the Firm Energy Sales Agreement (“First Amendment”) is entered into on this 19 day of Sept, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and J.M. Miller Enterprises, Inc., an Idaho corporation (“J.M. Miller” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on November 1, 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. 32159 on January 13, 2011;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement consistent with the Stipulation;

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:

1.26 “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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

6. **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.

7. **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.

8. **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.M. MILLER ENTERPRISES, INC.

By: James M. Miller

Name: JAMES M. MILLER

Title: PRESIDENT

IDAHO POWER COMPANY

By: Lisa A. Grow

Name: LISA A. GROW

Title: SVP Power Supply

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-14-37**

IDAHO POWER COMPANY

ATTACHMENT 5

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
TWIN FALLS ENERGY COMPANY, INC.**

This First Amendment of the Firm Energy Sales Agreement (“First Amendment”) is entered into on this 8 day of Sept, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Twin Falls Energy Company, Inc., an Idaho corporation (“Twin Falls Energy” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on June 27, 2005 (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. 29863 on September 8, 2005;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost in this Agreement consistent with the Stipulation;

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:

$$0.85 * [.824 * (\sum_{x=1}^n \{(ICE \text{ Mid-C Peak Avg}_x * \text{HL hours for day}) + (ICE \text{ Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24))]$$

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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

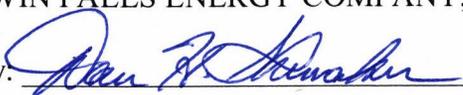
6. **Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent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

7. **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.

8. **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.

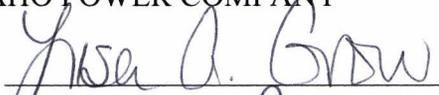
TWIN FALLS ENERGY COMPANY, INC.

By: 

Name: DAN H. SHEWMAKER

Title: PRES.

IDAHO POWER COMPANY

By: 

Name: LISA A. GROW

Title: SVP Power Supply

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-14-37**

IDAHO POWER COMPANY

ATTACHMENT 6

**FIRST AMENDMENT
TO THE
ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
BANNOCK COUNTY, IDAHO**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 29th day of August, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Bannock County, Idaho (“Bannock County” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into an Energy Sales Agreement on November 13, 2013 (the “Agreement”) for the purchase and sale of energy produced by the Seller’s facility, 41365515 Bannock County Landfill Gas to Energy Project, that was approved by the Idaho Public Utilities Commission (“Idaho PUC”) in Order No. 32986 on February 25, 2014;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement consistent with the Stipulation;

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 1.26 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.26 “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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

6. **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.

7. **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.

8. **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.

BANNOCK COUNTY

By: 

Name: Karl E. Huber

Title: _____

IDAHO POWER COMPANY

By: 

Name: Lisa A. Grow

Title: SVP Power Supply

BANNOCK COUNTY

By: 

Name: _____

Title: _____

BANNOCK COUNTY

By: Steve Hadley

Name: _____

Title: _____

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-14-37

IDAHO POWER COMPANY

ATTACHMENT 7

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
DF-AP #1, LLC**

This First Amendment of the Firm Energy Sales Agreement (“First Amendment”) is entered into on this 8 day of Sept, 2014 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and DF-AP #1, LLC, a Delaware limited liability company (“DF-AP #1” or “Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on April 21, 2008 (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. 30608 on July 30, 2008;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost and Mid-Columbia Market Energy Cost in this Agreement consistent with the Stipulation;

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 1.16 shall be deleted in its entirety and the following section shall be substituted in its stead:

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

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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

6. **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.

7. **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.

8. **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.

DF-AP #1, LLC

By: Ted Sniegocki

Name: Ted Sniegocki

Title: Manager

IDAHO POWER COMPANY

By: Lisa A. Grow

Name: Lisa A. Grow

Title: SVP Power Supply

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-14-37

IDAHO POWER COMPANY

ATTACHMENT 8

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
FOSSIL GULCH WIND PARK, LLC**

This First Amendment of the Firm Energy Sales Agreement ("First Amendment") is entered into on this 14th day of August, 2014 by and between Idaho Power Company, an Idaho corporation ("Idaho Power"), and Fossil Gulch Wind Park, LLC, an Idaho limited liability company ("Fossil Gulch" or "Seller") (individually a "Party" and collectively the "Parties").

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on September 9, 2004 (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. 29630 on November 12, 2004;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 ("Stipulation") that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC's order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost in this Agreement consistent with the Stipulation;

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” – Eight 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:

$$0.85 * [.824 * (\sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24))]$$

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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

6. **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.

7. **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.

8. **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.

FOSSIL GULCH WIND PARK, LLC

By: Sharon K. Eshime
Name: Sharon K Eshime
Title: manager

IDAHO POWER COMPANY

By: Lisa A. Grow
Name: LISA A GROW
Title: SVP Power Supply

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-14-37

IDAHO POWER COMPANY

ATTACHMENT 9

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
NEW ENERGY ONE, LLC**

This First Amendment of the Firm Energy Sales Agreement ("First Amendment") is entered into on this 13th day of August, 2014 by and between Idaho Power Company, an Idaho corporation ("Idaho Power"), and New Energy One, LLC, an Idaho limited liability company ("New Energy" or "Seller") (individually a "Party" and collectively the "Parties").

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on May 24, 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. 32025 on July 1, 2010;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 ("Stipulation") that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC's order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement consistent with the Stipulation;

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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

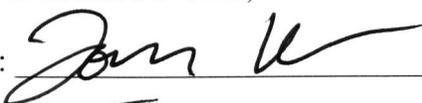
6. **Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent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

7. **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.

8. **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.

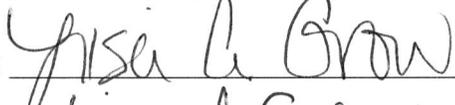
NEW ENERGY ONE, LLC

By: 

Name: Tom Harris

Title: Director

IDAHO POWER COMPANY

By: 

Name: Lisa A. Grow

Title: SVP Power Supply

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-14-37**

IDAHO POWER COMPANY

ATTACHMENT 10

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
RIVERSIDE HYDRO I, LLC**

This First Amendment of the Firm Energy Sales Agreement ("First Amendment") is entered into on this 29th day of August, 2014 by and between Idaho Power Company, an Idaho corporation ("Idaho Power"), and Riverside Hydro I, LLC, an Idaho limited liability company ("Riverside" or "Seller") (individually a "Party" and collectively the "Parties").

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on April 13, 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. 30088 on June 30, 2006;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 ("Stipulation") that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC's order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Market Energy Cost in this Agreement consistent with the Stipulation;

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 Mid-Columbia Market Energy Cost calculation being:

$$0.85 * [.824 * (\sum_{x=1}^n \{(\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day})\} / (n*24))]$$

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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

6. **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.

7. **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.

8. **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.

RIVERSIDE HYDRO1, LLC

IDAHO POWER COMPANY

By: 

By: Lisa A. Grow

Name: Dennis DAUGHERTY

Name: Lisa A. Grow

Title: MANAGER

Title: SVP Power Supply

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-14-37

IDAHO POWER COMPANY

ATTACHMENT 11

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
RIVERSIDE INVESTMENTS, LLC**

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

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on December 1, 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. 32451 on February 1, 2012;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement consistent with the Stipulation;

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 1.22 shall be deleted in its entirety and the following section shall be substituted in its stead:

1.22 “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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

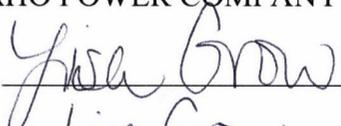
6. **Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent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

7. **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.

8. **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.

RIVERSIDE INVESTMENTS, LLC
By: 
Name: Devin DAVITHEA
Title: MANAGER

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

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-14-37**

IDAHO POWER COMPANY

ATTACHMENT 12

**FIRST AMENDMENT
TO THE
FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
RIVERSIDE INVESTMENTS, LLC**

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

WHEREAS, Idaho Power and Seller entered into a Firm Energy Sales Agreement on March 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. 31060 on April 22, 2010;

WHEREAS, On September 13, 2013, the Publisher of the Dow Jones and Platts indices provided notice to Idaho Power that it was discontinuing publication of the Dow Jones non-firm index and transitioning to the Platts non-firm index and since such transition, the Platts index has reported zero volumes;

WHEREAS, Idaho Power and other parties to Docket No. IPC-E-13-25 entered into a Settlement Stipulation on March 14, 2014 (“Stipulation”) that changed the definition of Mid-Columbia Market Energy Cost in Schedule 86 to replace the Dow Jones non-firm index with the Intercontinental Exchange firm index for purposes of calculating market energy cost, and this Stipulation was approved by the Idaho PUC in Order No. 33053 on June 10, 2014;

WHEREAS, the Idaho PUC’s order approving the Stipulation also approved amendments replacing the Dow Jones non-firm index with the Intercontinental Exchange firm index in contracts of parties to Docket No. IPC-E-13-25, and found it to be reasonable to allow existing PURPA qualifying facilities that currently have a contract with Idaho Power containing reference to the Dow Jones non-firm index to amend their contracts consistent with the terms of the Stipulation; and

WHEREAS, Seller and Idaho Power desire to amend the definition of Mid-Columbia Market Energy Cost in this Agreement consistent with the Stipulation;

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. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Idaho PUC's approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this First Amendment to the Idaho PUC and recommend approval in its entirety pursuant to RP 274.

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

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

6. **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.

7. **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.

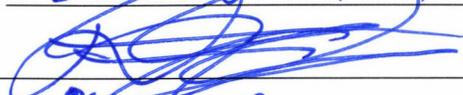
8. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

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

RIVERSIDE INVESTMENTS, LLC

By: 

Name: Dennis Davaterra

Title: 
MANAGER

IDAHO POWER COMPANY

By: Lisa Grow

Name: Lisa Grow

Title: SVP Power Supply