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IDAHO PUBLIC
UTILITIES COMMISSION

DONOVAN E. WALKER
Lead Counsel
dwalker@idahopower.com

December 7, 2015

VIA HAND DELIVERY

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

Re: Case No. IPC-E-15-27
Mt. Home Solar 1, LLC – Application Regarding First Amendment to
Energy Sales Agreement

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 the First Amendment to the Energy Sales Agreement.

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
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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-15-27
APPROVAL OF THE FIRST AMENDMENT)	
TO THE ENERGY SALES AGREEMENT)	APPLICATION FOR APPROVAL
BETWEEN IDAHO POWER COMPANY)	OF THE FIRST AMENDMENT
AND MOUNTAIN HOME SOLAR, LLC.)	TO THE ENERGY SALES
)	AGREEMENT
)	

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 the First Amendment to the Energy Sales Agreement for the Mt. Home Solar 1, LLC Project ("Amendment"), attached hereto as Attachment 1. This Amendment was executed in order to make a change to the project name and contracting entity identified in the Energy Sales Agreement ("ESA").

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

I. INTRODUCTION AND BACKGROUND

1. Idaho Power and Mountain Home Solar, LLC (“Seller”) entered into an ESA on October 13, 2014, for the purchase and sale of energy produced by the Mountain Home Solar, LLC, project (“Facility”) located in Elmore County, Idaho. This ESA was approved by the Commission in Order No. 33206 on January 8, 2015, as modified by Errata to Order No. 33206 on January 9, 2015, issued in Case No. IPC-E-14-26.

2. Subsequent to the full execution and the Commission’s approval of the ESA, Idaho Power discovered that the contracting entity and project name referenced in the ESA, Mountain Home Solar, LLC, was not the correct name of the limited liability company filed by the contracting entity’s signatory with the Idaho Secretary of State. The correct name of the limited liability company on file with the Idaho Secretary of State is Mt. Home Solar 1, LLC. A copy of the Certificate of Organization Limited Liability Company is attached hereto as Attachment 2.

3. Idaho Power notified the Facility owner of the name discrepancy, and the parties agreed to amend the ESA to identify the correct limited liability company and project name, Mt. Home Solar 1, LLC, without any other changes.

4. On November 17, 2015, Idaho Power and Mt. Home Solar 1, LLC, entered into the Amendment submitted herewith as Attachment 1 in order to change the contracting entity and project name in the ESA from “Mountain Home Solar, LLC” to “Mt. Home Solar 1, LLC.”

II. THE AMENDMENT

5. The Amendment changes the name of the limited liability company referenced on pages 1 and 33 of the ESA from “Mountain Home Solar, LLC” to “Mt.

Home Solar 1, LLC,” as that is the name of the organization on file with the Idaho Secretary of State and represents the appropriate contracting entity for the ESA.

6. In addition to changing the name of the limited liability company in the ESA, this Amendment changes the project name throughout the ESA and any future reference to the Facility from “Mountain Home Solar, LLC” to “Mt. Home Solar 1, LLC.”

7. This Amendment does not make any changes to the terms, conditions, provisions, or pricing in the ESA executed by the parties and approved by the Commission.

III. PROCEDURE

8. Due to the limited scope of the Amendment, Idaho Power requests that the Commission approve the Amendment upon Staff’s review and without further process.

9. 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

10. 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 Contracts Coordinator Leader
Idaho Power Company
1221 West Idaho Street
P.O. Box 70
Boise, Idaho 83707
rallphin@idahopower.com

V. REQUEST FOR RELIEF

11. Idaho Power respectfully requests that the Commission issue an order approving the First Amendment to the Energy Sales Agreement for the Mt. Home Solar 1, LLC Project submitted herewith without change or condition.

Respectfully submitted this 7th day of December 2015.



DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7th day of December 2015 I served a true and correct copy of the within and foregoing APPLICATION FOR APPROVAL OF THE FIRST AMENDMENT TO THE ENERGY SALES AGREEMENT upon the following named parties by the method indicated below, and addressed to the following:

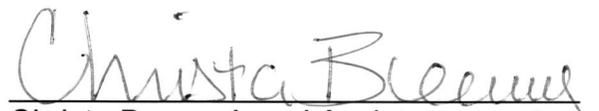
Mt. Home Solar 1, LLC

Mark van Gulik
Mt. Home Solar 1, LLC
P.O. Box 7354
Boise, Idaho 83707

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email mvangulik@sunergyworld.com

Dean J. Miller
McDEVITT & MILLER, LLP
420 West Bannock Street
P.O. Box 2564
Boise, Idaho 83701

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email joe@mcdevitt-miller.com


Christa Barry, Legal Assistant 

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-15-27

IDAHO POWER COMPANY

ATTACHMENT 1

**FIRST AMENDMENT
TO THE
ENERGY SALES AGREEMENT
FOR THE
MT. HOME SOLAR 1, LLC PROJECT**

This First Amendment of the Energy Sales Agreement (“First Amendment”) is entered into on this 17th day of November, 2015, by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and Mt. Home Solar 1, LLC, an Idaho limited liability company (“Mt. Home”), (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power entered into the Energy Sales Agreement on October 13, 2014, (the “ESA”) for the purchase and sale of energy from the (Mountain Home Solar, LLC) Project (the “Project”) with (Mountain Home Solar, LLC).

WHEREAS, the original contracting party and original project name (Mountain Home Solar, LLC) were incorrect; and

WHEREAS, the correct contracting party and project name is Mt. Home Solar 1, LLC;

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. **Change to Contracting Party and Project Name.** The Parties agree that, as of the effective date of this First Amendment, subject to the Idaho Public Utilities Commission’s (the “Commission”) approval, that any reference in the ESA to “Mountain Home Solar, LLC” shall hereby be amended and changed to “Mt. Home Solar 1, LLC”.
3. **Commission Approval.** The obligations of the Parties under this First Amendment are subject to the Commission’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 ESA 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 ESA.

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 ESA, 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.

IDAHO POWER COMPANY

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

MT. HOME SOLAR 1, LLC

By: Markus Gulik
Name: MARKUS GULIK
Title: MANAGER

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-15-27

IDAHO POWER COMPANY

ATTACHMENT 2

FILED EFFECTIVE



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

2014 JUN 18 AM 8:14

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Mt. Home Solar 1, LLC

2. The complete street and mailing addresses of the initial designated office:

1800 North 17th Street, Boise, Idaho 83702

(Street Address)

PO Box 7354, Boise, Idaho 83707

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Sunergy World, Inc.

(Name)

1800 North 17th Street, Boise, Idaho 83702

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Sunergy World, Inc.

1800 North 17th Street, Boise, Idaho 83702

5. Mailing address for future correspondence (annual report notices):

PO Box 7354, Boise, Idaho 83707

6. Future effective date of filing (optional): _____

Signature of a manager, member or authorized person.

Signature

Typed Name: Mark van Gulik

Signature _____

Typed Name: _____

Secretary of State use only

IDAHO SECRETARY OF STATE

06/18/2014 05:00

CK:1105 CT:248336 BH:1429602

1@ 100.00 = 100.00 ORGAN LLC #4

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