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**DONOVAN E. WALKER**  
Lead Counsel  
[dwalker@idahopower.com](mailto:dwalker@idahopower.com)

April 28, 2016

**VIA HAND DELIVERY**

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

Re: Case No. IPC-E-16-10  
Riverside Investments I, LLC (Arena Drop Hydro Project) – Application for  
Approval of the Second Amendment to the 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 Second 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)  
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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-16-10
APPROVAL OF THE SECOND	)	
AMENDMENT TO THE ENERGY SALES	)	APPLICATION FOR APPROVAL OF
AGREEMENT BETWEEN IDAHO	)	THE SECOND AMENDMENT TO
POWER COMPANY AND RIVERSIDE	)	THE ENERGY SALES AGREEMENT
INVESTMENTS I, LLC.	)	
_____	)	

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 Second Amendment to the Energy Sales Agreement between Idaho Power Company and Riverside Investments I, LLC (“Second Amendment”), attached hereto as Attachment 1. This Second Amendment is to correct the contracting entity in the Energy Sales Agreement (“ESA”).

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

## **I. INTRODUCTION AND BACKGROUND**

1. Idaho Power and Riverside Investments, LLC, entered into an ESA on March 8, 2010, for the purchase and sale of energy produced by the Arena Drop Hydro Project located in Canyon County, Idaho. This ESA was approved by the Commission in Order No. 31060 on April 22, 2010.

2. Idaho Power and Riverside Investments, LLC, entered into a First Amendment to the ESA on October 2, 2014, in order to amend the definition of Mid-Columbia Market Energy Cost. The First Amendment was approved by the Commission in Order No. 33184 on November 21, 2014.

3. Subsequent to the full execution and Commission approval of the ESA, it was discovered that the contracting entity referenced in the ESA, Riverside Investments, 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 Riverside Investments I, LLC.

## **II. THE AMENDMENT**

4. On March 17, 2016, Idaho Power and Riverside Investments I, LLC, entered into this Second Amendment to change the contracting entity in the ESA from "Riverside Investments, LLC" to "Riverside Investments I, LLC." The limited liability company is referenced on pages 1, 28, and 30 of the ESA and on pages 1 and 3 of the First Amendment.

5. This Second Amendment does not change the terms, conditions, provisions, or pricing in the ESA as executed by the parties and approved by the Commission.

### **III. PROCEDURE**

6. Due to the limited scope of the Second Amendment, Idaho Power requests that the Commission approve the proposed Second Amendment upon review and without further process.

7. 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**

8. 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](mailto:dwalker@idahopower.com)  
[dockets@idahopower.com](mailto:dockets@idahopower.com)

Randy C. Allphin  
Energy Contracts Leader  
Idaho Power Company  
1221 West Idaho Street  
P.O. Box 70  
Boise, Idaho 83707  
[rallphin@idahopower.com](mailto:rallphin@idahopower.com)

### **V. REQUEST FOR RELIEF**

9. Idaho Power respectfully requests that the Commission issue an order accepting the Second Amendment to the ESA submitted herewith without change or condition.

Respectfully submitted this 28<sup>th</sup> day of April 2016.



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DONOVAN E. WALKER  
Attorney for Idaho Power Company

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 28<sup>th</sup> day of April 2016 I served a true and correct copy of the within and foregoing APPLICATION FOR APPROVAL OF THE SECOND AMENDMENT TO THE ENERGY SALES AGREEMENT upon the following named parties by the method indicated below, and addressed to the following:

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

Hand Delivered  
 U.S. Mail  
 Overnight Mail  
 FAX  
 Email [dennis@rsicorp.net](mailto:dennis@rsicorp.net)

G. Lance Salladay  
Attorney and Counselor at Law  
200 North 4<sup>th</sup> Street, Suite 20  
Boise, Idaho 83702-6007

Hand Delivered  
 U.S. Mail  
 Overnight Mail  
 FAX  
 Email [lance@salladaylaw.com](mailto:lance@salladaylaw.com)

  
\_\_\_\_\_  
Christa Bearry, Legal Assistant

**BEFORE THE  
IDAHO PUBLIC UTILITIES COMMISSION**

**CASE NO. IPC-E-16-10**

**IDAHO POWER COMPANY**

**ATTACHMENT 1**

**SECOND AMENDMENT  
TO THE  
ENERGY SALES AGREEMENT  
BETWEEN  
IDAHO POWER COMPANY  
AND  
RIVERSIDE INVESTMENTS I, LLC  
FOR THE ARENA DROP HYDRO PROJECT**

This Second Amendment of the Energy Sales Agreement (“Second Amendment”) is entered into on this 17 day of March, 2016 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”) and Riverside Investments I, LLC, an Idaho limited liability company (“Riverside”), (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power entered into the Energy Sales Agreement on March 8, 2010, (the “ESA”) for the purchase and sale of energy from the Arena Drop Hydro Project (the “Project”) with (Riverside Investments, LLC).

WHEREAS, Idaho Power entered into a First Amendment to the ESA on October 2, 2014 with (Riverside Investments, LLC) to amend the definition of Mid-Columbia Market Energy Cost.

WHEREAS, the original contracting Party’s registered corporate name (Riverside Investments, LLC) has been changed to Riverside Investments I, LLC, with no change to the ownership or control of assets;

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.** The Parties agree that, as of the effective date of this Second Amendment, subject to the Idaho Public Utilities Commission’s (the “Commission”) approval, that any reference in the ESA to “Riverside Investments, LLC” shall hereby be amended and changed to “Riverside Investments I, LLC”.
3. **Commission Approval.** The obligations of the Parties under this Second Amendment are subject to the Commission’s approval of this Second Amendment and such approval being

upheld on appeal, if any, by a court of competent jurisdiction. The Parties will submit this Second 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 Second Amendment, the ESA shall remain in full force and effect.

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

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

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 Second Amendment.

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

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

IDAHO POWER COMPANY

By: Tessia Park

Name: Tessia Park

Title: VP Power Supply

RIVERSIDE INVESTMENTS I, LLC

By: [Signature]

Name: DENNIS DAUGHERTY

Title: MANAGER