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Salt Lake City, Utah 84111

February 13, 2015

IDAHO PUBLIC
UTILITIES COMMISSION

VIA OVERNIGHT DELIVERY

Jean Jewell
Idaho Public Service Commission
472 W. Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

**RE: Case No. PAC-E-15-02
IN THE MATTER OF THE APPLICATION OF PACIFICORP FOR APPROVAL
OF THE FIRST AMENDMENT TO A POWER PURCHASE AGREEMENT
WITH ST. ANTHONY HYDRO, LLC.**

Dear Ms. Jewell:

Enclosed for filing in the above captioned matter, please find the original and seven (7) copies of the Application along with an Attachment of the First Amendment to the Power Purchase Agreement between St. Anthony Hydro, LLC, and PacifiCorp, executed on January 13, 2015. This agreement amends the purchase power agreement entered into by the parties on December 20, 2012 and approved by the Idaho Public Utilities Commission on July 31, 2013, Order No. 32865.

The purpose of the amendments is to add icing as a Force Majeure event and allow for modifications to the power delivery schedule.

Please contact Ted Weston at (801) 220-2963 if you have any questions.

Very truly yours,

A handwritten signature in blue ink that reads "Jeffrey K. Larsen". The signature is stylized and includes a flourish at the end.

Jeffrey K. Larsen
Vice President, Regulation

Daniel E. Solander (ISB #8931)
Senior Counsel, PacifiCorp
201 South Main, Suite 2300
Salt Lake City UT 84111
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Attorney for PacifiCorp

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF)
PACIFICORP FOR APPROVAL OF THE) CASE NO. PAC-E-15-02
FIRST AMENDMENT TO A POWER)
PURCHASE AGREEMENT WITH)
ST. ANTHONY HYDRO, LLC)

PacifiCorp, d/b/a Rocky Mountain Power (the “Company”), 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 (the “Commission”) for an order approving the First Amendment to the Power Purchase Agreement (“PPA”) between PacifiCorp and St. Anthony Hydro, LLC, dated January 13, 2015. In support of this Application, the Company represents as follows:

I. INTRODUCTION

1. Rocky Mountain Power is a division of PacifiCorp. PacifiCorp is an Oregon corporation that provides electric service to retail customers through its Rocky Mountain Power division in the states of Utah, Wyoming, and Idaho, and through its Pacific Power division in the states of Oregon, California, and Washington. Rocky Mountain Power is a public utility in the state of Idaho and is subject to the Commission's jurisdiction with regard to its public utility operations.

2. St. Anthony Hydro, LLC is an Idaho limited liability company. St. Anthony owns, operates and maintains the St. Anthony Hydroelectric facility, (the "Facility"), including Seller's interconnection facilities, for the generation of electric power located within Rocky Mountain Power's service territory in St. Anthony, Fremont County, Idaho. The capacity rating of the St. Anthony Hydroelectric facility is 700-kilowatts (kW).

II. BACKGROUND

3. The PPA with St. Anthony Hydro, LLC, was originally approved by Commission Order No. 32865 issued on July 31, 2013.

III. THE FIRST AMENDMENT

4. On January 13, 2015 St. Anthony Hydro LLC and Rocky Mountain Power entered into the First Amendment to the PPA ("Amendment"). Under the terms of the Amendment, the Parties agreed that icing events within the immediate water source used as the Facility's primary motive force that caused the Facility to reduce energy production is a Force Majeure event. The Parties also agreed to changes in scheduling power deliveries. As agreed upon the Subsequent Energy Delivery Schedule will be provided two months in advance of the power delivery. The Company has provided an executed copy of the Amendment as an attachment to this Application.

IV. COMMUNICATION AND SERVICE OF PLEADINGS

5. Service of pleadings, exhibits, order and other documents relating to this proceeding should be served on the following:

Bruce Griswold
Director, Short-Term Origination
PacifiCorp
825 N.E. Multnomah, Suite 1800
Portland, OR 97232
bruce.griswold@pacificorp.com

Daniel E. Solander
Senior Counsel
Rocky Mountain Power
201 S. Main, Suite 2300
Salt Lake City, UT 84111
daniel.solander@pacificorp.com

Ted Weston
Idaho Regulatory Affairs Manager
Rocky Mountain Power
201 South Main, Suite 2300
Salt Lake City, UT 84111
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V. MODIFIED PROCEDURE

6. Rocky Mountain 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.* If, however, the Commission determines that a technical hearing is required, the Company stands ready to prepare and present its testimony in such hearing,

VI. REQUEST FOR RELIEF

NOW, THEREFORE, based on the foregoing, Rocky Mountain Power respectfully requests that the Commission issue its Order: (1) authorizing that this matter may be processed by Modified Procedure; (2) approve the First Amendment to the Power Purchase Agreement between St. Anthony Hydro and PacifiCorp without change or condition.

DATED this 13th day of February, 2015

Respectfully submitted,



Daniel E. Solander
Attorney for PacifiCorp

Attachment

First Amendment to PacifiCorp Power and St.
Anthony Hydro, LLC Purchase Agreement

**FIRST AMENDMENT TO
PACIFICORP POWER PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO THE PACIFICORP POWER PURCHASE AGREEMENT, as amended ("Agreement") by and between PacifiCorp ("PacifiCorp") and St. Anthony Hydro, LLC ("Seller") shall be effective upon the date this Agreement is last executed below.

RECITALS

- A. WHEREAS, PacifiCorp entered into that certain power purchase agreement with St. Anthony Hydro, LLC on December 20, 2012 (the "PPA");
- B. WHEREAS, the Parties have agreed to amend the PPA to reflect certain changes in the terms and conditions set forth therein

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 14: Force Majeure

- 1. Section 14.1 shall be deleted and replaced with:

14.1 As used in this Agreement, "Force Majeure" or "an event of Force Majeure" means any cause beyond the reasonable control of the Seller or of PacifiCorp which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order, icing events within the immediate water source used as the Facility's primary motive force that causes the Facility to reduce energy production or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which is in each case (i) beyond the reasonable control of such Party, (ii) by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and (iii) by the exercise of due diligence, such Party shall be unable to prevent or overcome. Force Majeure, however, specifically excludes the cost or availability of fuel or motive force to operate the Facility or changes in market conditions that affect the price of energy or transmission. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, both Parties shall be excused from whatever performance is affected by the event of Force Majeure, provided that:

Section 4: Delivery of Energy and Capacity

- 2. Section 4.3.2 shall be deleted and replaced with:

After the Commercial Operation Date, Seller may revise any future monthly Subsequent Energy Delivery Schedule by providing written notice no later than 5 PM Pacific Standard Time on the last business day of the Notification Month specified in the following schedule:

Notification Month	Future Monthly Net Output Amounts Eeligible To Be Revised
January	March and any future months
February	April and any future months
March	May and any future months
April	June and any future months
May	July and any future months
June	August and any future months
July	September and any future months
August	October and any future months
September	November and any future months
October	December and any future months
November	January and any future months
December	February and any future months

If Seller does not provide a Subsequent Energy Delivery Schedule by the above deadline scheduled energy for the omitted period shall equal the amounts scheduled by Seller for the same period during the previous year.

..

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to become effective as of the day and year last written below

ST. ANTHONY HYDRO, LLC

By: [Signature]

Title: Manager

Date: January 12, 2015

PACIFICORP
By: [Signature]

Title: Director, Short Term Origination and QF Contracts

Date: 1/13/2015