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IDAHO PUBLIC  
UTILITIES COMMISSION

Attorneys for Coleman Hydroelectric, LLC

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION )  
OF IDAHO POWER COMPANY FOR )  
APPROVAL OR REJECTION OF AN ) **SUPPLEMENTAL DECLARATION OF**  
ENERGY SALES AGREEMENT WITH ) **JORDAN WHITTAKER**  
COLEMAN HYDROELECTRIC LLC, FOR )  
THE SALE AND PURCHASE OF ELECTRIC )  
ENERGY FROM THE COLEMAN HYDRO )  
PROJECT )  
)

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I, Jordan Whittaker, declare under the penalty of perjury as follows:

1. This declaration is based on my personal knowledge and, if called to testify to the following facts, I could and would competently do so. I submit this declaration in support of Coleman Hydroelectric, LLC's request that the Idaho Public Utilities Commission ("IPUC" or "Commission") approve the Energy Sales Agreement submitted by Idaho Power Company ("Idaho Power") in this proceeding.

2. I am one of the developers of the hydroelectric facility at issue in this proceeding (the "Coleman Hydro Project"), which is owned by Coleman Hydroelectric, LLC, and I previously attested to the facts in the Declaration of Jordan Whittaker previously submitted in this proceeding.

3. The Coleman Hydro Project was developed to be located on my family's ranch near Leadore, Idaho, and I intended this hydro facility would support the economic viability of the ranching operations.

4. In the Declaration of Jordan Whittaker, I estimated that as of June 1, 2020, the developers of the Coleman Hydro Project had expended the \$2,350,000 in the development efforts. The majority of this expenditure was made during period from June 1, 2019, to May 31, 2020, which I understand to be the effective period of the published avoided cost rates from Order No. 34350. I estimate that \$1,900,000 of the above amount was expended during that time period, and the investment was made with the expectation that the Coleman Hydro Project would be paid those rates once development was complete. This commitment of the funds expended on the project cannot be easily reversed or salvaged because much of the equipment was already installed and the powerhouse already constructed. Additionally, the turbine and generator that were purchased were uniquely designed for this project.

5. As developers of the project, we would not have committed such a large sum of money in the Coleman Hydro Project had we been aware it would be denied the Order No. 34350 rates and instead provided the lower rates that became effective on June 1, 2020, which I understand to be the rates approved by Order No. 34683. Based on available information and forecasted energy production, I expect that use of those lower rates from Order No. 34683 would result in the project's owners not recouping the equity invested in the project after taking into account the time value of money, and thus the project would not be profitable at the lower rates.

6. In the Declaration of Jordan Whittaker, I discussed certain details regarding discussions with Idaho Power and execution of the Energy Sales Agreement. As supplemental information, the developers of the Coleman Hydro Project were not represented by counsel in the

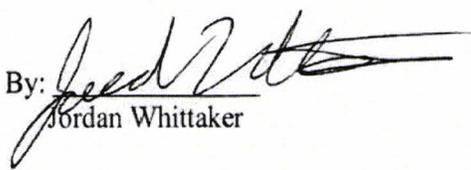
transaction with Idaho Power. I expected the Order No. 34350 rates would be used in the Energy Sales Agreement upon committing to the final terms and conditions on May 19, 2020. I was not aware that the failure to fully execute the Energy Sales Agreement before June 1, 2020, or that failure to include an "Effective Date" in the agreement prior to June 1, 2020, would result in the Commission disallowing use of the Order No. 34350 rates in the agreement.

7. In the process of completing the written Energy Sales Agreement, the date of June 19, 2020, was written into the agreement by Idaho Power after I had already executed the agreement. I did not understand or intend for the agreement's statement of the "Effective Date" of June 19, 2020, to override the use of the rates included in the agreement that I executed.

8. During the months leading up to the execution of the Energy Sales Agreement for the Coleman Hydro Project, I was fully engaged in running my family's ranch while also assisting in homeschooling our children during school closures for the COVID-19 pandemic. However, if I had been aware of the risk that the Coleman Hydro Project would lose entitlement to the Order No. 34350 rates without a fully executed agreement before June 1, 2020, I would have attempted to travel to Boise to Idaho Power's offices to execute the document before June 1, 2020, but Idaho Power did not offer that as an option in our discussions in May 2020.

I declare under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

DATED this 30<sup>th</sup> day of December 2020.

By:   
Jordan Whittaker

**CERTIFICATE OF SERVICE**

I HEREBY certify that I have on this 4th day of January 2021, served the foregoing Supplemental Declaration of Jordan Whittaker in Case IPC-E-20-27, by electronic mail to the following:

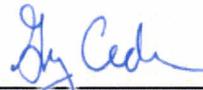
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