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IDAHO PUBLIC
UTILITIES COMMISSION

Attorneys for Enel Green Power North America, Inc.

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

WOOD HYDRO, LLC,)	
)	
COMPLAINANT,)	CASE NO. IPC-E-20-28
)	
vs.)	DECLARATION OF RANDALD
)	BARTLETT IN SUPPORT OF CROSS-
IDAHO POWER COMPANY,)	RESPONDENT ENEL GREEN POWER
)	NORTH AMERICA, INC.'S MOTION TO
)	DISMISS
RESPONDENT/CROSS-)	
COMPLAINANT,)	
)	
vs.)	
)	
ENEL GREEN POWER NORTH AMERICA,)	
INC.,)	
)	
CROSS-RESPONDENT,)	
)	
vs.)	
)	
CENTRAL RIVERS POWER US, LLC,)	
)	
CROSS-RESPONDENT.)	

I, Randal Bartlett, declare as follows:

1. This declaration is based on my personal knowledge and, if called to testify to the following facts and expert opinion, I could and would competently do so. I submit this declaration in support of Cross-Respondent Enel Green Power North America, Inc.'s Motion to Dismiss in this proceeding before the Idaho Public Utilities Commission ("Commission").

2. I am employed by Enel Green Power North America, Inc. as Senior Director, Hydro Operations and Maintenance. As part of my responsibilities, I oversee the operations of the Rock Creek#2 hydroelectric project and the sales of power from the facility to Idaho Power Company under the Firm Energy Sales Agreement with Idaho Power Company ("Idaho Power") at issue in this proceeding. I have 6 years of experience administering or overseeing electric generation facilities' operations and sales of power under power purchase agreements.

3. For purposes of this declaration, I have reviewed the available information and calculated a reasonable approximation of the revenue that Idaho Power would likely owe for the electric energy and capacity delivered from the Rock Creek #2 facility for the remainder of the term of the Firm Energy Sales Agreement.

4. My analysis assumes that the last day of sales under the Firm Energy Sales Agreement will be April 1, 2024. Article 5.1 of The Firm Energy Sales Agreement states the agreement remains in effect for 35 Contract Years. The Rock Creek #2 facility began commercial operation for sales to Idaho Power on April 2, 1988, and therefore the Contract Years run from April 2 through April 1 each year – making the last day of sales under the 35-year agreement April 1, 2024.

5. For purposes of this analysis, I have calculated the likely revenue that would be owed by Idaho Power under the Firm Energy Sales Agreement after the date that Idaho Power filed its cross complaint against Enel Green Power North America, Inc. in this matter, which was August 3, 2020. Thus, my analysis calculates the likely revenue from August 3, 2020 through April 1, 2024.

6. To forecast the likely generation of the Rock Creek #2 facility from August 3, 2020 to April 1, 2024, I have relied on past generation data in the possession of Enel Green Power North America, Inc. and my reasonable expectation of the likely generation to calculate a high estimate of the likely revenue. The average annual generation for the lifetime of the project is approximately 7,654 MWhs. Based on the 10 most recent Contract Years (2010-2019, Contract Years 21-30) the average generation was 7,050 MWhs. This average of the last 10 years is reasonably likely to reflect generation for the remainder of the term as it is representative of current conditions. However, the highest generation within the 10 most recent Contract Years was 9,582 MWhs in Contract Year 23 (2011-2012). If facility were to perform at that level of 9,582 MWhs/year, then it would produce a total of 35,234 MWhs for remainder of the term. This is a high estimate of generation for the remainder of the term I will use for the purposes of providing an estimate on the high side of the likely revenue under the agreement for the remainder of its term.

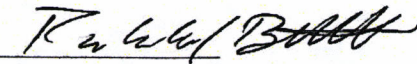
7. For purposes of calculating the likely revenue, I have used the currently effective rates paid under the Firm Energy Sales Agreement, which are as follows:

Month	Base (\$/MWh)	Adj. as of June 2014 (\$/MWh)	Current Total Rate (\$/MWh)
January	\$40.10	\$9.94	\$50.04
February	\$40.10	\$9.94	\$50.04
March	\$30.10	\$7.31	\$37.41
April	\$30.10	\$7.31	\$37.41
May	\$30.10	\$7.31	\$37.41
June	\$48.10	\$11.93	\$60.03
July	\$48.10	\$11.93	\$60.03
August	\$48.10	\$11.93	\$60.03
September	\$48.10	\$11.93	\$60.03
October	\$40.10	\$9.94	\$50.04
November	\$40.10	\$9.94	\$50.04
December	\$40.10	\$9.94	\$50.04

8. Based on the foregoing inputs, I have calculated that a high estimate of the likely revenue Idaho Power will owe for sales of energy and capacity under the agreement for the remainder of its term is \$1,780,205.60 based on the assumption of 35,234 MWhs of generation. As can be seen, this amount is far less than the amount that Idaho Power asks the Commission to order Enel Green Power North America, Inc. to pay Idaho Power in its cross complaint, which is \$4,059,472.

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

DATED this 16th day of September 2020.

By: 
Randald Bartlett