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**UTILITIES COMMISSION**

1407 W. North Temple, Suite 330  
Salt Lake City, Utah 84116

December 3, 2020

***VIA ELECTRONIC DELIVERY***

Jan Noriyuki  
Commission Secretary  
Idaho Public Utilities Commission  
11331 W. Chinden Blvd  
Building 8 Suite 201A  
Boise, ID 83714

**Re: CASE NO. PAC-E-20-18  
IN THE MATTER OF THE APPLICATION FOR APPROVAL OR REJECTION  
OF THE AMENDED POWER PURCHASE AGREEMENT BETWEEN  
PACIFICORP AND AMY FAMILY HOLDINGS, LLC**

Dear Ms. Noriyuki:

Please find for filing Rocky Mountain Power's Application in the above-referenced matter.

Informal inquiries may be directed to Ted Weston, Idaho Regulatory Manager at (801) 220-2963.

Very truly yours,

Joelle R. Steward  
Vice President of Regulation

Enclosures

Emily L. Wegener, (pro hac vice)  
Rocky Mountain Power  
1407 West North Temple, Rm 320  
Salt Lake City, Utah 84116  
Telephone: (801) 220-4526  
Email: [emily.wegener@pacificorp.com](mailto:emily.wegener@pacificorp.com)

*Attorney for Rocky Mountain Power*

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**  
**IN THE MATTER OF THE APPLICATION ) CASE NO. PAC-E-20-18**  
**FOR APPROVAL OR REJECTION OF THE )**  
**AMENDED POWER PURCHASE ) APPLICATION OF**  
**AGREEMENT BETWEEN PACIFICORP ) ROCKY MOUNTAIN POWER**  
**AND AMY FAMILY HOLDINGS, LLC )**

Pursuant to the Rules of Procedure of the Idaho Public Utilities Commission, Rule 52, and the applicable provisions of the Public Utility Regulatory Policies Act of 1978 (“PURPA”), 16 U.S.C. § Rocky Mountain Power, a division of PacifiCorp, (“Company”) respectfully requests that the Idaho Public Utilities Commission (“Commission”) issue an order approving or rejecting the amendment to extend for one year the Power Purchase Agreement (“PPA”) between PacifiCorp and Amy Family Holdings, LLC qualified facility, (“Seller”) dated November 18, 2020. In support of this Application, Rocky Mountain Power states as follows:

**I. INTRODUCTION**

1. Rocky Mountain Power provides electric service to retail customers in the states of Idaho, Wyoming, and Utah. Rocky Mountain Power is a public utility in the state of Idaho and is subject to the Commission’s jurisdiction with respect to its prices and terms of electric service to retail customers pursuant to Idaho Code 61-129. Rocky Mountain Power provides retail electric service to approximately 84,000 customers in the state of Idaho.

2. Seller owns, operates, and maintains a small hydro-electric power plant (the “Facility”) located in Butte County, Idaho with a nameplate capacity rating of 450 kilowatts

(“kW”). Seller operates the Facility as a Qualifying Facility (“QF”) under the applicable provisions of PURPA.

3. Sections 201 and 210 of PURPA, and pertinent regulations of the Federal Energy Regulatory Commission (“FERC”) require that regulated electric utilities purchase electricity produced by co-generators or small power producers that obtain QF status. The rate a QF receives for the sale of its electricity is generally referred to as the avoided cost and must reflect the incremental cost to an electric utility of electric energy or capacity or both, which, but for the purchase from the QF, such utility would generate itself or purchase from another source.

4. The Commission has authority under PURPA, Sections 201 and 210 and FERC regulations, 18 C.F.R. 292, to set avoided costs, order electric utilities to enter into fixed-term obligations for the purchase of electricity from QFs and implement FERC rules.

5. On December 18, 2012, the Commission issued Order No. 32697,<sup>1</sup> which established parameters for published and negotiated avoided cost rate calculations. The Commission further established and defined numerous contract terms and conditions for standard PPAs entered into between regulated utilities and QFs.

6. On January 2, 2013, the Commission issued an Errata to Order No. 32697, which corrected published avoided cost rates to include energy payments not discounted by transmission and line loss. Subsequently the Commission issued reconsideration Orders Nos. 32737 and 32802 on February 5, 2013 and May 5, 2013, respectively, which further clarified certain terms and conditions of PPAs.

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<sup>1</sup> *In the Matter of the Commission’s Review of PURPA QF Contract Provisions Including the Surrogate Avoided Resource (SAR) and Integrated Resource Planning (IRP) Methodologies for Calculating Avoided Cost Rates*, Case No. GNR-E-11-03.

7. The energy service agreement (“ESA”) contains published rates for projects of 10 average megawatts (“aMW”) or less pursuant to Commission Order No. 34350. The Facility is an existing QF that is seeking a one-year extension to their agreement (“Amendment”). The ESA contains capacity payments for the entire term of the Amendment; therefore, no sufficiency period determination is necessary, see Order No. 32697 at 21-22, Order No. 32737 at 5, and Order No. 32871. Pursuant to the Commission's direction in its Reconsideration Order No. 32737, the rates were calculated by Commission Staff for a QF in the “non-seasonal hydro” category based on the surrogate avoided resource (“SAR”) avoided cost methodology.

## **II. AMENDED POWER PURCHASE AGREEMENT**

8. The Seller’s current PURPA contract is dated January 3, 1985. The PURPA contract was entered into prior to PacifiCorp separating its energy supply and transmission functions as required by federal law and regulations.

9. Therefore, the contract includes provisions that address both energy sales and interconnection requirements. The current contract was scheduled to expire on December 31, 2021, and the Seller expressed a desire to continue to make sales from the Facility to PacifiCorp consistent with the requirements of PURPA as implemented in the State of Idaho.

10. The Seller has demonstrated to PacifiCorp that the Facility remains a QF as defined by PURPA and as implemented in the State of Idaho. The Seller and PacifiCorp are in the process of securing a new stand-alone interconnection agreement that, after all distribution system upgrades are constructed and in-service, will replace the interconnection provisions in the current PURPA contract.

11. During the period that the necessary distribution system upgrades are being completed, PacifiCorp and the Seller have agreed to a limited one-year extension to the term of

the existing PURPA contract, with updated pricing for energy sales during the extended term. The extension of the term is from January 1, 2022, through December 31, 2022, and total nameplate capacity of the facility remains unchanged at 450 kW.

12. The Seller has demonstrated to the Company's reasonable satisfaction that: (1) the Facility's net energy will equal the energy delivery schedules for the extended term of this Amendment; and (2) the likelihood that the Facility, under average design conditions, will generate at no more than 2.5 aMW in any calendar month. The Facility's estimated net output over the extended term is 2,087 megawatt-hours.

13. The Amendment submitted herewith, as Attachment 1, complies with the Commission's previous orders, and except as otherwise indicated, the Company will pay the Seller the price set forth in Exhibit A to the Amendment.

14. Paragraph 5 of the Amendment provides that the contract will not become effective until the Commission has approved it and determined that the prices paid for energy and capacity are just and reasonable, in the public interest, and that costs incurred by the Company for purchasing energy and capacity are legitimate expenses, all of which the Commission will allow the Company to recover in Idaho rates in the event other jurisdictions deny recovery of their proportionate share of said expenses.

### III. COMMUNICATIONS

15. Communications regarding this filing should be addressed to:

Ted Weston  
Idaho Regulatory Affairs Manager  
Rocky Mountain Power  
1407 West North Temple, Suite 330  
Salt Lake City, Utah 84116  
Telephone: (801) 220-2963  
Email: [ted.weston@pacificorp.com](mailto:ted.weston@pacificorp.com)  
[IdahoDockets@pacificorp.com](mailto:IdahoDockets@pacificorp.com)

Emily Wegener (pro hac vice)  
Senior Counsel  
Rocky Mountain Power  
1407 West North Temple, Suite 320  
Salt Lake City, Utah 84116  
Telephone: (801) 220-4526  
Email: [emily.wegener@pacificorp.com](mailto:emily.wegener@pacificorp.com)

In addition, Rocky Mountain Power requests that all data requests regarding this Application be sent in Microsoft Word to the following:

By email (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)

By regular mail: Data Request Response Center  
PacifiCorp  
825 Multnomah, Suite 2000  
Portland, Oregon 97232

Informal questions may be directed to Ted Weston, Idaho Regulatory Affairs Manager at (801) 220-2963.

#### **IV. MODIFIED PROCEDURE**

16. The Company 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, pursuant to RP 201.

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

WHEREFORE, Rocky Mountain Power respectfully requests that the Commission:

- (1) Issue an order authorizing that this matter be processed by Modified Procedure;
- (2) Approve or reject the Amendment to the power purchase agreement between Amy Family Holdings, LLC and the Company without change or condition; and
- (3) Declare that the avoided cost prices set forth in the Amendment are just and reasonable, in the public interest, and that the Company's incurrence of such costs are

legitimate expenses, all of which the Commission will allow Rocky Mountain Power to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses.

DATED this 3<sup>rd</sup> day of December, 2020.

Respectfully submitted,  
ROCKY MOUNTAIN POWER

A handwritten signature in blue ink that reads "Emily Wegener". The signature is written in a cursive style and is positioned above a horizontal line.

Emily L. Wegener

*Attorney for Rocky Mountain Power*

## Attachment 1

**AMENDMENT**  
to  
**POWER PURCHASE AGREEMENT**  
between  
**Amy Family Holdings, LLC**  
and  
**PacifiCorp**

This AMENDMENT (the “**Amendment**”), dated November 18, 2020, amends that certain POWER PURCHASE AGREEMENT between PacifiCorp, an Oregon corporation (“**PacifiCorp**”), and Amy Family Holdings, LLC as successor to Jake Amy (“**Seller**”), dated January 3, 1985 (as amended, supplemented and modified from time to time, the “**PPA**”). Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the PPA.

**RECITALS**

- A. PacifiCorp and Seller entered into the PPA prior to PacifiCorp’s separation of its energy supply and transmission functions as required by federal law and regulations. For this reason, the PPA includes provisions that address both energy sales and interconnection requirements.
- B. The PPA is scheduled to expire by its terms on December 31, 2021, and Seller has expressed a desire to continue to make sales from the Facility to PacifiCorp consistent with the requirements of the federal Public Utility Regulatory Policies Act (“**PURPA**”), as implemented in the State of Idaho.
- C. Seller has demonstrated to PacifiCorp that the Facility remains a “**Qualifying Facility**” as defined by **PURPA** and as implemented in the State of Idaho.
- D. Seller and PacifiCorp are in the process of securing a new stand-alone interconnection agreement that, once executed and all distribution system upgrades are constructed and in-service, will replace the interconnection provisions in the PPA.
- E. During the period that the necessary distribution system upgrades are being completed, PacifiCorp and Seller have agreed to a limited extension to the term of the PPA, with updated pricing for energy sales during the extended term of the PPA as described below.

**AGREEMENT**

PacifiCorp and Seller agree as follows.

- 1. Article 1 of the PPA is amended and restated to read as follows:

*“Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall expire upon the earlier of (i) the effective date of a new power purchase agreement between PacifiCorp and Seller pertaining to the Facility; or (ii) December 31, 2022.”*

2. Notwithstanding any provision in the PPA to the contrary, for the period beginning January 1, 2022 through the end of the term of the PPA, PacifiCorp shall pay Seller as provided in Exhibit A to this Amendment for the energy output of the Facility delivered to the Point of Delivery as adjusted for Losses.
3. Notwithstanding any provision in the PPA to the contrary, PacifiCorp shall not be responsible to purchase the output of the Facility during periods that the Facility is curtailed due to construction and completion of the distribution system upgrades called for in the final, new stand-alone interconnection agreement between Seller and PacifiCorp’s transmission function.
4. Seller’s contact information in Article 5 of the PPA is amended and replaced with the following information:  
  
“Amy Family Holdings, LLC  
c/o Loretta S. Amy  
3244 S Laurelhurst Place  
Boise, ID 83705  
Cell Phone: 208-949-5278”
5. This Amendment shall be effective once signed and delivered by both PacifiCorp and Seller and approved by the Idaho Public Utilities Commission.
6. All other terms and provisions of the PPA shall remain unchanged. Each party hereby ratifies and confirms that except as expressly amended hereby, all of the terms, conditions, covenants, representations, warranties and all other provisions of the PPA remain in full force and effect.
7. This Amendment shall be governed by and construed in accordance with the laws of the State of Idaho (without reference to its choice of law doctrine).
8. This Amendment may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment by electronic transmission (in .pdf form) shall be equally as effective as delivery of a manually executed counterpart.

*[signature page follows]*

IN WITNESS WHEREOF, the parties below have caused this Amendment to be executed in their respective names.

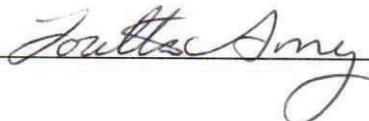
**PacifiCorp**

By: Bruce Griswold Digitally signed by Bruce Griswold  
Date: 2020.11.18 13:42:36 -08'00'

Name: Bruce Griswold

Title: Director, Short-term Origination

**Amy Family Holdings, LLC**

By: 

## EXHIBIT A

### Energy Rate

**Energy Purchase Price = Energy Annual Rate \* Monthly Peak Multiplier**

**Table 1: Energy Annual Rates**

Year	Energy Annual Rate \$/MWh
2022	\$51.58

**Table 2: Monthly On-Peak/Off-Peak Multipliers**

Month	On-Peak Hours	Off-Peak Hours
January	103%	94%
February	105%	97%
March	95%	80%
April	95%	76%
May	92%	63%
June	94%	65%
July	121%	92%
August	121%	106%
September	109%	99%
October	115%	105%
November	110%	96%
December	129%	120%

Where:

“Off-Peak Hours” means all hours that are not On-Peak Hours.

“On-Peak Hours” means all hours ending 07:00:00 through 22:00:00 MPT, Monday through Saturday, excluding NERC designated holidays.