

Dan

Permit # 34-14339

Enclosed is The information you requested for Rock Creek Hydro.

I Think Everything you requested is here or can be easily Calculated with The info Provided.

Sorry This is hand written —
My Computer is broken Right Now —

Let me know if you need anything else — otherwise I will see you in late April. —

Thank Gordon

RECEIVED

MAR 26 2021

DEPARTMENT OF
WATER RESOURCES

POWER PURCHASE AGREEMENT

- BETWEEN -

ROCK CREEK HYDRO LLC

-and-

SALMON RIVER ELECTRIC COOPERATIVE, INC.

AGREEMENT

1. Parties:

This Power Purchase Agreement, (herein "Agreement") is made and entered into this 1st day of Oct 2020 by and between:

Salmon River Electric Cooperative, Inc., an Idaho nonprofit corporation, (herein "Buyer") and;

Rock Creek Hydro LLC, an Idaho limited liability company, (herein, "Seller"). Collective Buyer and Seller may be referred to as the "Parties" or individually as the "Party."

2. Purpose of this Agreement and Intent of the Parties:

Seller owns, operates, and maintains a hydro-electric generating facility located in Custer County, Idaho with a nameplate rating of 390 kW (the "Facility" or the "Project"); and

Seller shall operate the Facility as a Qualifying Facility pursuant to the rules and regulations promulgated by the Federal Energy Regulatory Commission for the implementation of the Public Utilities Regulatory Policies Act of 1978.

Seller desires to sell the Net Output from the Facility to Buyer and the Buyer agrees to purchase the Net Output delivered to the Buyer in accordance with the terms and conditions of this Agreement.

3. Sale and Purchase of Energy:

Seller shall make available and sell to Buyer, and Buyer shall purchase, on a take and pay basis all of the Net Output of the Facility. Net Output means the total metered deliveries of electric energy delivered to a mutually agreed upon point of receipt on Buyer's electrical system. Net Output does not include any station use or line losses between the generating facility and the point of receipt on the electric distribution or transmission system of the Buyer. The point of receipt shall be Round Valley Substation, which is the Buyer's point of receipt from the Bonneville Power Administration.

Buyer shall accept and pay for all energy as delivered and made available by Seller at Buyer's avoided cost rate as determined and adjusted pursuant to established Buyer policies and as explained more fully in Salmon River Electric Cooperative, Inc. Policies – Electricity at Policy No. 44, as may be amended and updated from time to time pursuant to established Buyer policies. The calculated avoided cost rates is attached as Exhibit A, which rate is subject to review and change concurrent with the BPA rate setting process.

4. Term:

The term of this Agreement shall commence on October 1, 2020 and shall end on the September 30, 2027. This ending date is the same date that the Buyer's Contract with BPA expires. By September 30, 2024 Parties shall elect in writing whether they will continue to sell and buy the Net Output from the facility beyond September 30, 2027.

5. Payments:

Payments for Net Output shall be made by Buyer to Seller on a monthly basis and shall include sufficient detail such that the parties are able to individually verify the accuracy and the applicability of the appropriate rate(s).

6. Seller's Obligations:

Seller is responsible for meter costs, which may include the cost of the meter, meter maintenance cost, and site meter read visits or cell or internet service for remote reads. Seller is responsible for load shaping true-up charges that Buyer may incur from BPA as a result of large variances between forecast Net Output and actual Net Output of the Facility. Seller may be obligated to pay costs Buyer may incur to BPA for the Seller not making available the Facility in Buyer's BPA Contract. Seller is obligated to pay Buyer for any maintenance work it may perform for the Seller on the Facility.

7. Buyer's Obligations:

Buyer will adjust its avoided cost rate that it pays Seller when Buyer's avoided cost increases or decreases as a result of the BPA rate setting process.

8. Operation and Maintenance:

Seller shall at all times operate and maintain the project in accordance with good utility practices and in coordination with the Buyer's electrical system's operations and requirements. Seller shall notify Buyer of all anticipated outages and their anticipated duration and shall immediately notify Buyer of any unanticipated or unplanned outages. Buyer shall notify Seller of all anticipated outages and their anticipated duration and shall immediately notify Seller of any unanticipated or unplanned outages.

Buyer will enter in to an Operation and Maintenance Agreement with Seller for the operation and maintenance of selected Seller owned electric power infrastructure located at the Facility or used to serve the Facility.

9. Liability:

Neither Party shall be liable to the other for any damage or loss suffered due the action or inaction of the other Party, except where such damage or loss is caused by the negligence or the deliberate action or failure to act by the other Party.

10. Buyer Inspections:

Buyer shall have the right to visit, observe and examine the Facility and the operation thereof, upon reasonable notice to Seller. Such visits and/or observations by Buyer shall not be construed as an endorsement or warranty by the Buyer of the safety or reliability of the Facility or of the Seller's maintenance or other practices associated with the Facility.

11. Breach/Cure:

Failure of either Party to perform any act or fulfill any obligation hereunder shall be deemed an event of breach and the non-breaching Party shall take all reasonable actions to mitigate any damages that may incur as a result. The breaching Party shall be given sufficient time in which to effect such a cure

provided that continued due diligence is taken by breaching party to cure such breach and provided that the breach is reasonably susceptible to cure. If the breach is not thusly cured or reasonably susceptible to cure, then the non-breaching Party may terminate this Agreement. Each Party may recover such damages as deemed appropriate at law for a breach of this Agreement to the extent such breach is not excused by an event of force majeure.

12. Communications:

Communications regarding the subject of this Agreement may be made to

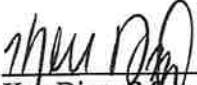
Rock Creek Hydro LLC
Gordon Fulton
5915 Highway 93
Mackay, ID 83251
(208) 588-3118
tailingart@yahoo.com

Salmon River Electric Cooperative
Ken Dizes
1140 E. Main Ave.
Challis, ID 83226
(208) 879-2283
ken@srec.org

13. Miscellaneous Provisions:

This Agreement shall be governed by and construed according to the law of the State of Idaho; may be executed in counterparts; may be assigned or transferred upon notice to the non-assigning Party, creates no third party beneficiaries and the failure by either Party to insist on the performance any term herein shall not thereafter be deemed a waiver of such term.

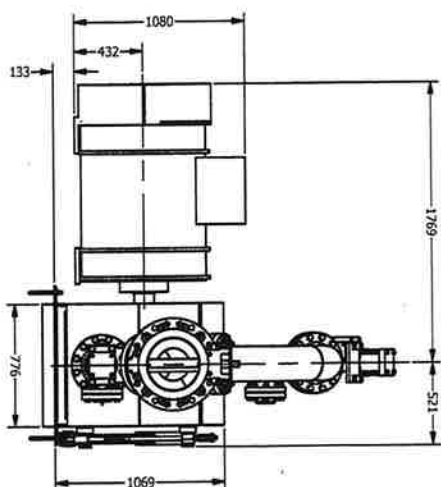
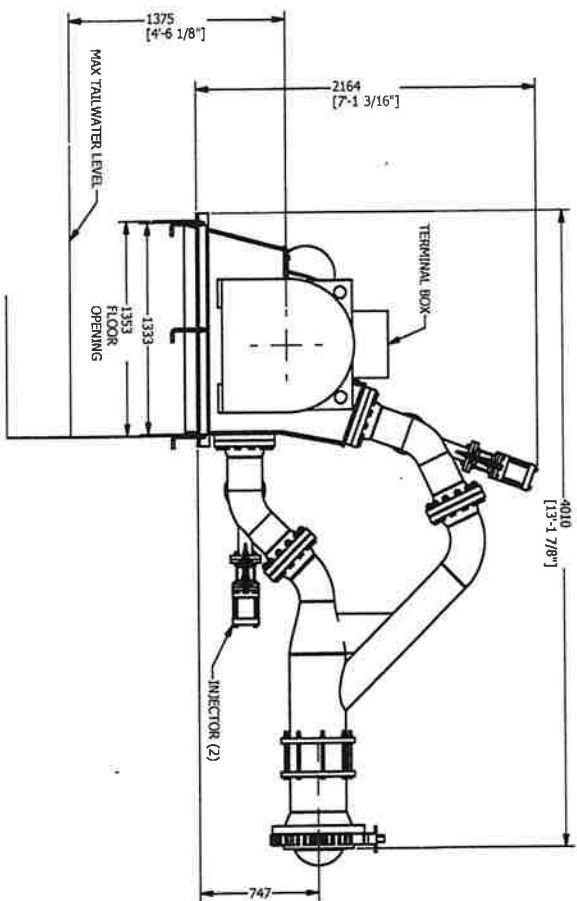
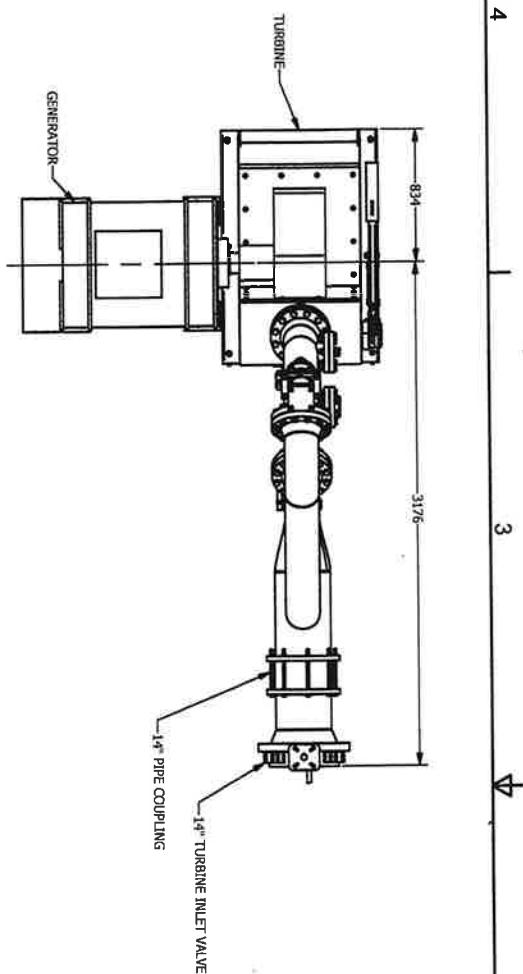
The undersigned have executed this agreement as of the day and year first noted above:



Ken Dizes, Manager
Salmon River Electric Cooperative



Gordon Fulton, Member
Rock Creek Hydro LLC



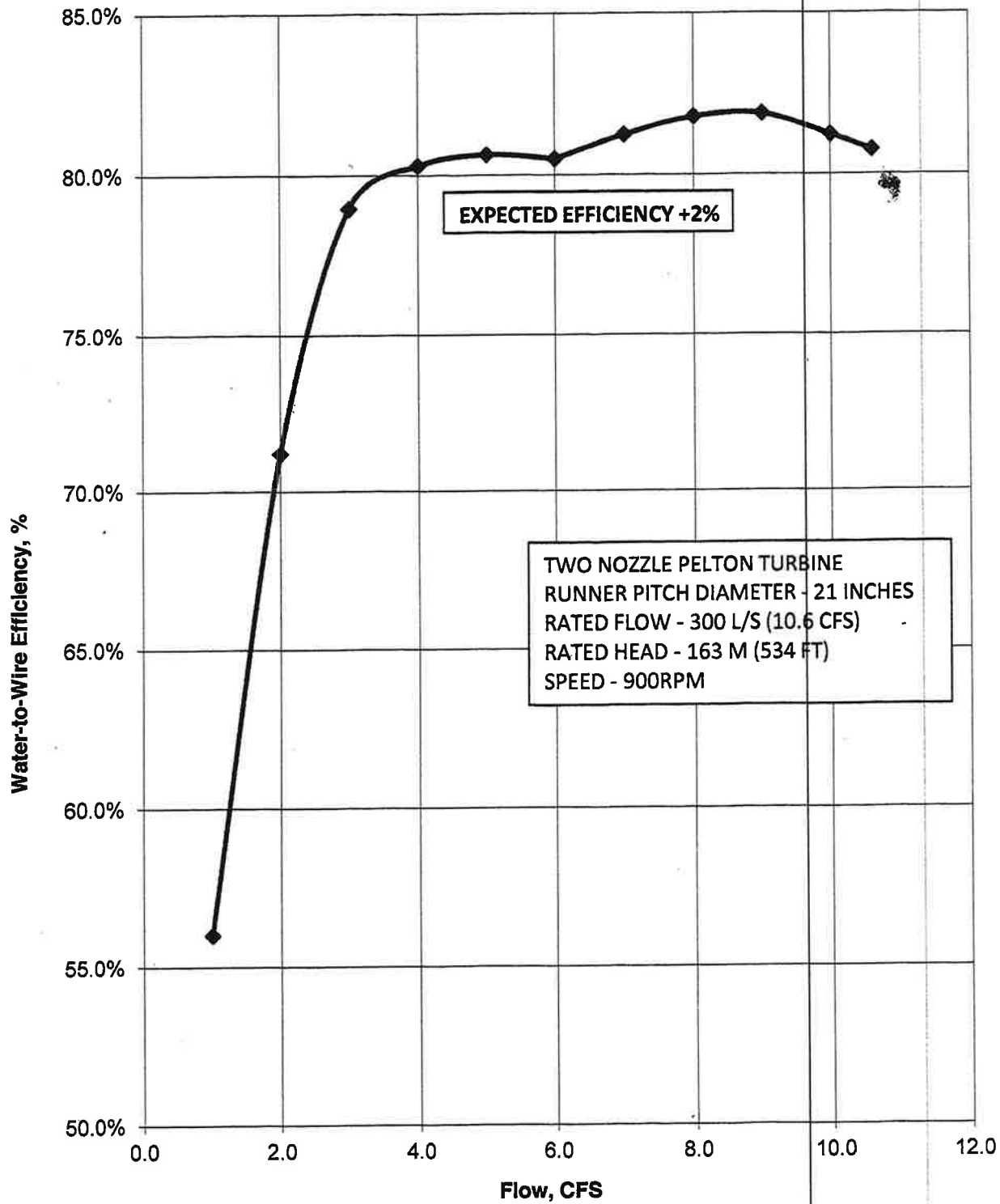
GENERAL NOTES:
ALL DIMENSIONS ARE IN mm UNLESS OTHERWISE NOTED.

This document must not be copied without DTL's written permission and the contents thereof must not be imparted to a third party nor be used for any unauthorized purpose. Contravention will be prosecuted.

FOR REVIEW

[illegible]

**ROCK CREEK HYDROELECTRIC PROJECT
WATER-TO-WIRE EFFICIENCY**



TURBINE DATA/SPECS

Turbine Type:	Two Nozzle Horizontal Pelton
Turbine Runner Material:	ASTM A743 Grade CA6NM
Turbine Runner Size:	536 mm
Net Head:	164 m (537.8 ft)
Flow:	300 liter/s (4755 USGPM)
Rated Output:	407 kW (545 HP)
Turbine Inlet:	14" Class 300 Flange
Nozzle(s)/Injector(s): two	Two 8" Injectors
Turbine Shaft Material:	N/A (runner mounted on generator shaft)
Turbine Shaft at Runner:	N/A
Turbine Shaft at Bearings:	N/A
Turbine Shaft at Coupling End:	N/A
Turbine Bearings (two):	N/A
Generator: Potencia OC-3492, 390 kW, 0.8P.F., 60Hz, 900rpm, 480V, 3 Phase.	

GENERATOR DATA

Power [kW]	390	
# Poles	8	
Voltage [V]	480	
Current [A]	586.4	
# Phases	3	
Frequency [Hz]	60	
RPM Nominal	910	
Power Factor [%]	80	
Duty	Continuous	
Enclosure	O.D.P.	
Temperature rise	80°C	
Max ambient temperature	40°C	
Insulation class	F	
Frame	P-30	
Mounting	Horizontal	
D.E. bearing	6232-M-C3	
N.D.E. bearing	6021-2Z-C3	
Lubrication	Grease	
Weight	5200 Lb. (2360Kg)	
Drawings	OUTLINE DIMENSIONS OC-3492-Rev.4	
Stator winding RTD's	S7682PA platinum 100 ohms, MINCO 6 pieces.	
Bearing RTD's	S51PA platinum 100 ohms, MINCO 1 piece.	
Space heaters	CHROMALOX, OT-1205 500W @ 240 V 2 pieces.	

Project Detail (continued)

14. Power House

Foundation:

20x30 w Raceway

Shell:

246 Structure w/ metal Siding

15. Generator

Manufacturer:

Potencia

Type (Induction/Synchronous/Etc.):

Induction

kV Rating:

390

16. Turbine

Manufacturer:

Dependable Turbine Ltd.

Type (Francis/Kaplan/Inverse Pump/Crossflow/Etc.):

Pelton

kV Rating:

390

17. Penstock

Length:

2 1/2 miles

Diameter:

20" Steel

Type (Steel/Concrete/Etc.):

Steel

Gross Head:

610 - 250 PSI at Turbine

Net Head:

590

18. Total length of flume

19. Operational water flow (cfs)

12 cfs

20. Source of water

Rock Creek

21. Power Sales generation & current contract

Identify the power purchaser:

Salmon River Electric Co-OP

Specify the date electric power was first generated:

June 19 2019

Power Purchase Agreement effective/operation date (Enter as Month/Day/Year):

10-1-2020

Length of power sales contract:

7 years

Power Purchase Agreement end/expiration date (Enter as Month/Day/Year):

10-1-2027

List terms of power sales contract including seasonal rates & monthly breakdowns (Submit power sales contract):

Variable Rates Depending on what Salmon River Electric Pays Bonneville Power at any given time.

22. Royalty Payment data

List to whom water royalty payments are made and amount (briefly describe terms of royalty agreement):

N/A

List from whom water royalty payments are received and amount (briefly describe terms of royalty agreement):

23. Lease data (list lessors & briefly describe terms of any land leases)

N/A

Provide any additional information and/or describe any other issues you believe are worth noting: