

State of Idaho
Department of Water Resources
Water Right License
WATER RIGHT NO. 75-07427

PRIORITY: July 16, 1985

Maximum Diversion Rate: 4.50 CFS
Maximum Diversion Volume: 3,260.0 AF

It is hereby certified that:

JERRY L MC MILLAN RT 2 BOX 240-47 SALMON ID 83467

CHRISTINE G MC MILLAN PO BOX 1088 BEAVER UT 84713

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated July 16, 1985, and has submitted Proof of Beneficial Use on June 09, 1989. An examination confirms water is diverted from:

SOURCE:
LAKE CREEK

TRIBUTARY:
SALMON RIVER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
POWER	01/01 to 12/31	4.50 CFS	3,260.0 AF

LOCATION OF POINT(S) OF DIVERSION:

LAKE CREEK L2 (NW¼NE¼) Sec. 2, Twp 19N, Rge 21E, B.M. LEMHI County

PLACE OF USE: POWER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
19N	21E	1							X L 6										

CONDITIONS OF APPROVAL

1. Upon specific notification by the Department, the right holder shall install a lockable device of a type acceptable to the Department in a manner that will provide the watermaster suitable control of the diversion.
2. Use of water under this right shall be non-consumptive.
3. The water right confirmed in this license for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this license and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this license.
4. The term of this water right license shall extend to December 31, 2020. Prior to the expiration of the term, the Director may issue an order canceling all or any part of the use authorized herein, may establish a new term, or may revise, delete, or add conditions under which the water right license

State of Idaho
Department of Water Resources
Water Right License
WATER RIGHT NO. 75-07427

may be exercised. The order shall take effect on the date the current term expires. If the Director does not issue such an order, the term shall automatically extend to a length equal to the project's prior term and any prior conditions on the water right license shall remain in effect.

5. This right does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.
6. The diversion and use of water described in this right may be subject to additional conditions and limitations agreed to by the protestant and the right holder under a separate agreement to which the Department is not a party. Because the Department is not a party, the Department is not responsible for enforcement of any aspect of the agreement not specifically addressed in other conditions herein. Enforcement of those portions of the agreement not specifically addressed in other conditions shall be the responsibility of the protestant and the water right holder.
7. Power generation is at the Sunshine #2 Power Plant.
8. This right does not grant any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 8th day of September, 2016.



SHELLEY W. KEEN
Water Rights Section Manager

State of Idaho
Department of Water Resources
Attachment to Water Right License
75-7427

This map depicts the POWER place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



0 0.05 0.1 0.2 Miles

-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 9, 2016

JERRY L MC MILLAN
RT 2 BOX 240-47
SALMON ID 83467

CHRISTINE G MC MILLAN
PO BOX 1088
BEAVER UT 84713

RE: License No. 75-7427

Issuance of License

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed Water Right License confirming that a water right has been established in accordance with your permit. Please be sure to thoroughly review the conditions of approval and remarks listed on your license.

The license is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-287-4951.

Sincerely,

Pamela Skaggs
Water Rights Supervisor

Enclosure(s)

CERTIFICATE OF SERVICE

I hereby certify that on September 12, 2016, I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved License) to the person(s) listed below:

RE: WATER RIGHT NO.

75-7427

**CHRISTINE G MC MILLAN
PO BOX 1088
BEAVER UT 84713**

**JERRY L MC MILLAN
RT 2 BOX 240-47
SALMON ID 83467**



**Darla Block
Technical Records Specialist**

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MEMORANDUM

Date: September 7, 2016
To: Water Right File 75-7427
From: Michele Edl
Re: license review

Applicant

Jerry Lee McMillan and Christine McMillan (now Christine G Smith) are the permit holders-of-record. Documents in the file indicate that the property has been sold several times but a complete assignment of the permit has not been provided to IDWR.

According to available 2/24/2016 Lemhi County taxlot information, Patrick A. Pillsbury is the owner of the property containing the powerhouse (the POU) and the property containing the storage pond, diversion dam and penstock intake (the POD). Mr. Pillsbury is also listed as owner of most of the property crossed by the buried penstock.

Source & POD

The source water is identified as Lake Creek in USGS topo maps. And it is tributary to the Salmon River. However, it is not contiguous either with Wilson Lake or with the segment of Lake Creek which supplies Wilson Lake. See July 28, 2010 FERC IDFG telephone memo. The lower segment of Lake Creek is derived from springs which emerge from the hillside some distance from Wilson Lake.

The POD is the submerged intake to a 15-inch diameter penstock and is located on the downstream end of an on-stream pond. The pond is visible in aerial photography. I created the POD shape based on a comparison of the field examiner's map, Google Earth and ArcMap imagery.

Water Use

Storage use

Some storage is required for nearly all hydropower uses. This power use is no exception. The examiner doesn't mention storage in his report narrative. But in this case, a small on-stream pond covering approximately 0.25 acres provides some stored water, maintains constant head and keeps the penstock full.

The storage will not be licensed because the volume of water stored is less than IDWR's 24-hour fill allowance policy. At the permitted rate of 6.0 cfs, an impoundment of less than 11.9 AF would not require storage use authorization. (The arithmetic is: $6.0 \text{ cfs} \times 1.984 = 11.9 \text{ AF}$). The headwater pool stores much less volume than that.

Power use

The field examiner didn't find water or measure water discharging from the turbine and he didn't record real-time generation. The photo of the instrument gages shows very low or zero readings. It's not clear that power generation was occurring at the time of the exam. So the examiner didn't confirm beneficial use of water. However, beneficial use of water for power generation during the development period was confirmed by generation data obtained from the Idaho Public Utilities Commission (IPUC) archive. Please refer to the attached pages from the 1993 Quarterly Update.

The diagram within the field report states that approximately 2 cfs was flowing in the bypass piping. Engineering drawings in the file indicate that the design flow was 3000 gpm (~6.7 cfs), that the minimum flow was expected to be 2000 gpm (~4.5 cfs) and that the maximum flow was expected to be 5000 gpm (~11.1 cfs). The 2 cfs flow witnessed at the time of the exam would likely have been below the operation curve of the turbine.

The exam photo and diagram of the hydroturbine, show it to be a two-jet, Pelton-wheel type turbine directly coupled to an induction generator. The turbine-generator unit would have been capable of producing electricity through a wide range of flows by changing or combining the jet nozzles.

License Rate. The field examiner recommended the permitted rate (6 cfs) as the rate for a license even though generation data from the development period and a letter dated April 11, 1988 from IDWR to the A. W. Brown, indicates that the project had not utilized that much flow.

The turbine was sized to provide at least 13.37 cfs but I believe it was oversized for the available water. For the license, I am recommending 4.5 cfs which can be supported by back-calculations from available monthly average generation data.

USGS topo maps indicate that 150-160 feet of static elevation head was available. The application for permit stated that the penstock would be approximately 2300 feet in length and a measurement from the POD to the POU on ArcMap imagery confirms the length. Pelton-wheel type turbines are expected to be 70-80% efficient. Given those parameters and power generation records, the flow can be estimated. The maximum generation during the development period likely occurred during June 1988. Please see the attached spreadsheet for a theoretical calculation of the flow needed to produce approximately 50 kW.

License Volume. This is an offstream run-of-river system. A volume is required for this power use. I am recommending a volume based on my estimate of the turbine flow 4.5 cfs in continuous operation. The arithmetic is $4.5 \times 1.9835 \times 365 = 3258$ rounded to 3260 AFA.

Place of Use

Exam photos show the turbine is enclosed in a powerhouse. I located the powerhouse and created the POU shape based on a comparison of aerial photography and the examiners map.

The examiner's map shows the water is conveyed by gravity through dedicated service piping which is buried the entire distance from the diversion pool to the powerhouse. The penstock crosses some land not owned by the permit holder.

Point of Discharge

A short open channel carries the bypass flow and turbine discharge from the powerhouse to the Salmon River rather than Lake Creek. Based on the rated capacity of the hydroturbine, it appears to be capable of dewatering Lake Creek from the onstream pond to the Salmon River.

Combined use

The lower segment of Lake Creek and the pond are also utilized by Water Right 75-93D (irrigation) which is currently in the name of Jason Roylance. But the power generation use was entirely independent of the irrigation use.

Conditions

Condition f. measurement device or measurement required.

Given enough information about the turbine and generation, a flow can be calculated. I consider hydroturbines to be measuring devices and therefore that the permit holder did comply with this condition.

Condition j. term review date

Both FERC and the IPUC were involved in this power use during the development period of this permit.

Power generation from the facility was not consistent enough to justify a firm energy sales agreement. Instead, the generation was sold to Idaho Power Co (IPCo) on a non-firm basis. Refer to the attached copies of the IPUC cases and orders pertinent to this project. The Sunshine #2 Project was online in December 1987. Power was generated and sold to IPCo according to Schedule 86 tariffs from at least 1987 to 1995 during A.W. Brown's ownership.

The FERC issued a 50-year minor license to the project in 1987, but it appears that that FERC license has been terminated. Therefore, I am recommending a 35-year term which is consistent with term cited in condition j. of the permit.



Sunshine Power 2 hydro on Lake Creek WR# 75-7427

	Static Head ----- Penstock Length -		160 2300	Feet Feet		Nominal Pipe Size- Turbine Type ----- %		15.00 PM type w/ 2 jet nozzles	Inches I.D.	
	FLOW CFS	FLOW GPM	BYPASS CFS	POWER CFS	SPILL CFS	VELOCITY Feet/Sec	TOTAL efficiency %	NET HEAD Feet	POWER WATTS	kW
	0	0	0	0	0	0	0	160.00	0.00	
	0	0	0	0	0	0	0	160.00	0.00	
	0	0	0	0	0	0	0	160.00	0.00	0.0
	3.000	1346.5	0	3.000	0.0	2.44	80	157.03	31,910.80	31.9
	3.500	1570.9	0	3.500	0.0	2.85	80	156.05	36,996.44	37.0
	4.000	1795.3	0	4.000	0.0	3.26	80	154.94	41,981.03	42.0
design min & license rate	4.500	2019.7	0	4.500	0.0	3.67	80	153.70	46,852.41	46.9
	5.000	2244.2	0	5.000	0.0	4.07	80	152.34	51,598.62	51.6
	5.500	2468.6	0	5.500	0.0	4.48	80	150.87	56,207.90	56.2
permit rate	6.000	2693.0	0	6.000	0.0	4.89	80	149.27	60,668.65	60.7
design target	6.500	2917.4	0	6.500	0.0	5.30	80	147.56	64,969.46	65.0
	7.000	3141.8	0	7.000	0.0	5.70	80	145.72	69,099.03	69.1
	7.500	3366.2	0	7.500	0.0	6.11	80	143.78	73,046.20	73.0
	8.000	3590.6	0	8.000	0.0	6.52	80	141.72	76,799.92	76.8
	8.500	3815.1	0	8.500	0.0	6.93	80	139.55	80,349.27	80.3
	9.000	4039.5	0	9.000	0.0	7.33	80	137.26	83,683.39	83.7
	9.500	4263.9	0	9.500	0.0	7.74	80	134.87	86,791.56	86.8
	10.000	4488.3	0	10.000	0.0	8.15	80	132.37	89,663.11	89.7
	10.500	4712.7	0	10.500	0.0	8.56	80	129.75	92,287.48	92.3
design max	11.000	4937.1	0	11.000	0.0	8.96	80	127.03	94,654.18	94.7
	11.500	5161.6	0	11.500	0.0	9.37	80	124.20	96,752.79	96.8
	12.000	5386.0	0	12.000	0.0	9.78	80	121.27	98,572.96	98.6
	12.500	5610.4	0	12.500	0.0	10.19	80	118.22	100,104.40	100.1
turbine size	13.000	5834.8	0	13.000	0.0	10.59	80	115.08	101,336.90	101.3
	13.500	6059.2	0	13.500	0.0	11.00	80	111.82	102,260.30	102.3
	14.000	6283.6	0	14.000	0.0	11.41	80	108.47	102,864.50	102.9
	14.500	6508.0	0	14.500	0.0	11.82	80	105.01	103,139.44	103.1
	15.000	6732.5	0	15.000	0.0	12.22	80	101.44	103,075.15	103.1
	15.500	6956.9	0	15.500	0.0	12.63	80	97.78	102,661.68	102.7
	16.000	7181.3	0	16.000	0.0	13.04	80	94.01	101,889.13	101.9
	16.500	7405.7	0	16.500	0.0	13.45	80	90.14	100,747.66	100.7
	17.000	7630.1	0	17.000	1.0	13.85	80	86.17	99,227.47	99.2
	17.500	7854.5	0	17.500	2.0	14.26	80	82.10	97,318.81	97.3
	18.000	8079.0	0	18.000	3.0	14.67	80	77.92	95,011.95	95.0
	18.500	8303.4	0	18.500	4.0	15.08	80	73.65	92,297.22	92.3
	19.000	8527.8	0	19.000	5.0	15.48	80	69.28	89,165.00	89.2
	19.500	8752.2	0	19.500	6.0	15.89	80	64.81	85,605.68	85.6

For WR #75-7427

The following pages were excerpted from a quarterly update of cogenerated power production which was provided by Idaho Power Company to the IPUC.

IDAHO POWER COMPANY
PRODUCTION GRAPHS AND STATISTICS OF
COGENERATION PROJECTS

1993 SECOND QUARTERLY UPDATE

RECEIVED ☒
FILED ☐

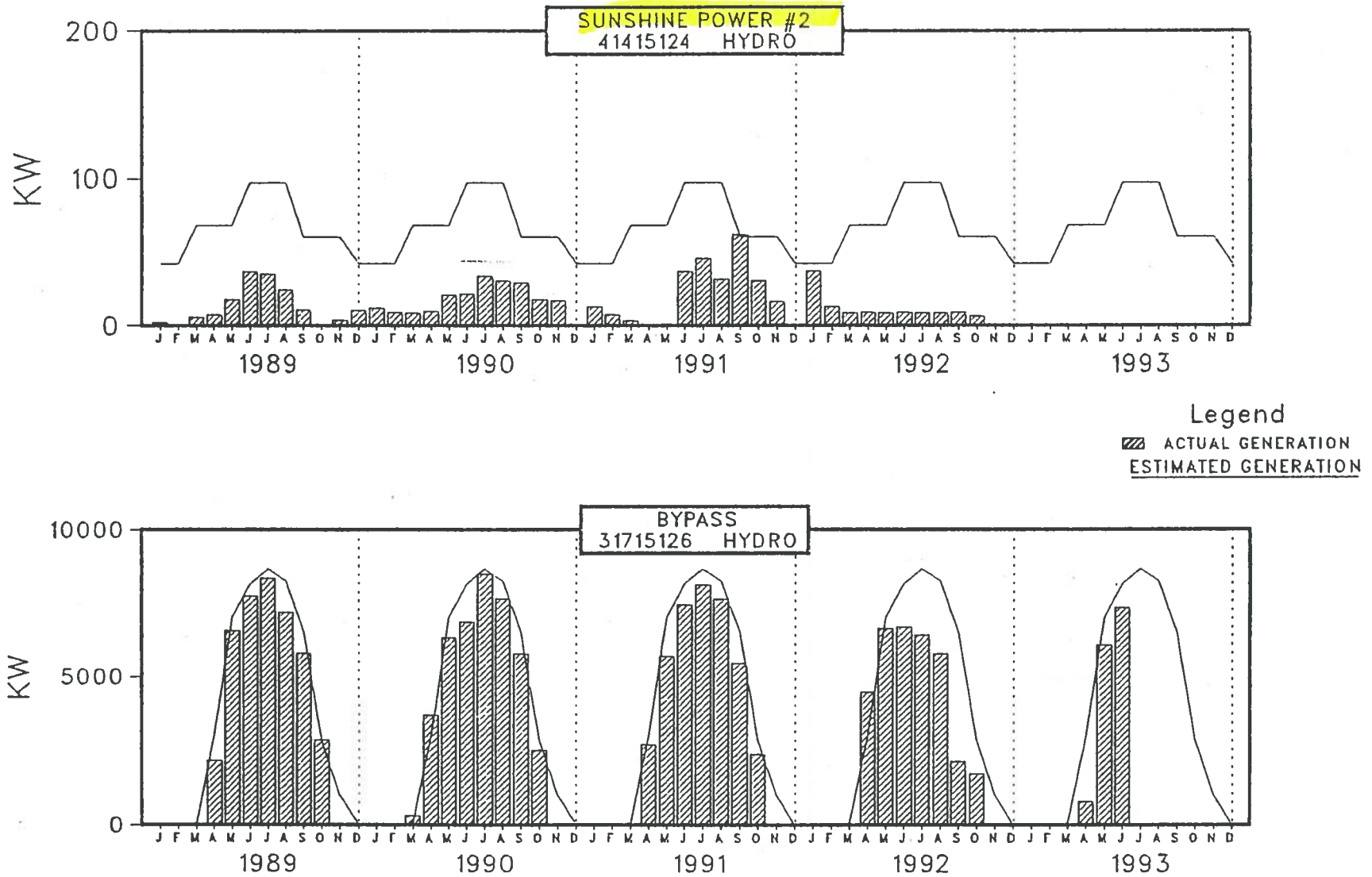
'93 AUG 25 AM 8 52

TOTAL GENERATION
HYDRO GENERATION
STEAM GENERATION
INTERCONNECTION GRAPH

PAGE IDAHO PUBLIC
1 UTILITIES COMMISSION
2
3
4

AFTON	20
BARBER DAM	30
B.C. EMMETT	6
BIRCH CREEK	6
BLACK CANYON #3	33
BLIND CANYON	11
BOX CANYON	13
BRIGGS CREEK	22
BYPASS	28
CANYON SPRINGS	13
CEDAR DRAW	19
CLEAR SPRINGS	15
CRYSTAL SPRINGS	23
CURRY CATTLE	11
DIETRICH DROP	29
ELK CREEK	24
FAULKNER RANCH	27
FISHERIES DEV. CO.	33
GEOBON #2	26
HAILEY CSPP	8
HAZELTON A	32
HAZELTON B	34
JIM KNIGHT	12
KASEL & WITHERSPOON	17
KOYLE	17
LATERAL #10	16
LEMOYNE	8
LITTLE WOOD / ARKOOSH	26
LITTLE WOOD RIVER RESERVOIR	18
LOWLINE CANAL	19
LOWLINE #2	29
MAGIC RESERVOIR	32
MALAD RIVER	14
MARCOS RANCHES	20
MITCHELL BUTTE	31
MUD CREEK/S & S	14
MUD CREEK/WHITE	23
NORTHSIDE CANAL Y-8	10
OWYHEE DAM	21
PIGEON COVE	18
POCATELLO WASTE	22
REYNOLDS IRRIGATION	25
ROCK CREEK #1	16
ROCK CREEK #2	31
SAGEBRUSH	15
SCHAFFNER	25
SHINGLE CREEK	5
SHOSHONE	12
SIMPLOT	24
SLAUGHTERHOUSE CREEK	7
SNAKE RIVER POTTERY	7
SNEDIGAR RANCH	10
STEVENSON #1	9
STEVENSON #2	9
SUNSHINE POWER #2	28
TAMARACK	5
TROUT-CO	27
TUNNEL #1	34
WEST BOISE WASTEWATER	30
WILSON LAKE HYDRO	35
WHITE WATER RANCH	21
HYDRO AND STEAM PERCENTAGES BY MONTH	36-37
ACTUAL GENERATION	38-52

IDAHO POWER COMPANY
Cogeneration and Small Power Production



IDAHO POWER COMPANY
COGENERATION AND SMALL POWER PRODUCTION
MONTHLY GENERATION BY PLANT (AVERAGE KW)

PAGE 42

1988		JAN88	FEB88	MAR88	APR88	MAY88	JUN88	JUL88	AUG88	SEP88	OCT88	NOV88	DEC88
31515004	MUD CREEK/S&S	103	61	58	16	56	53	71	82	119	170	189	153
31416001	SHOSHONE	0	104	235	263	318	281	317	307	317	85	140	88
11766002	TAMARACK	5075	4844	4790	4286	4377	3423	4668	4714	4065	4611	4256	4572
31415017	NORTHSIDE CANAL Y-B	11	6	12	35	37	24	0	58	58	2	0	5
31415023	CURRY CATTLE CO.	0	0	0	47	193	212	233	200	153	17	0	0
11415009	SHINGLE CREEK	73	69	72	98	151	185	127	101	93	89	85	79
31615003	ROCK CREEK #1	982	809	840	995	1228	1603	1829	1920	1924	1834	1448	1029
31515009	MALAD RIVER	65	200	178	360	215	177	125	142	450	151	49	37
31516014	CLEAR SPRINGS TROUT	432	442	442	442	439	443	442	433	434	427	447	435
31416013	BOX CANYON	265	255	259	249	242	246	219	229	236	215	240	242
31615030	KOYLE	26	152	168	542	604	439	309	317	611	237	27	15
31615031	KASEL & WITHERSPOON	272	247	184	319	475	650	682	650	921	679	538	504
44767012	AFTON	5804	6216	5480	5241	2228	5699	6438	6204	5304	5231	6039	4915
31214058	BIRCH CREEK	46	44	39	35	32	42	45	46	46	49	46	46
31316010	STEVENSON #1	33	31	29	25	29	9	0	0	0	0	18	19
31415065	BLACK CANYON NO.3	0	0	0	21	95	108	87	68	110	18	0	0
31616081	CEDAR DRAW	346	274	219	546	726	694	442	465	781	1143	482	371
31316011	STEVENSON #2	23	25	28	27	24	9	27	27	26	25	26	11
31415094	JIM KNIGHT	0	0	31	32	95	171	171	197	247	61	0	0
31416020	CANYON SPRINGS	126	132	127	126	107	124	113	110	97	107	94	113
31615067	PIGEON COVE	684	534	436	732	1335	1439	1316	1229	1457	1378	845	732
31315021	SNAKE RIVER POTTERY	60	61	65	42	31	32	34	27	34	38	51	58
31316015	LEMOYNE	24	26	24	25	24	27	17	23	24	24	17	24
31414075	SNEDIGAR RANCH	164	146	140	227	245	271	142	220	270	223	137	118
31715099	LOWLINE CANAL	0	0	0	2207	6797	7534	7984	7602	4621	3114	-5	-3
31315093	HAILEY CSPP	34	33	32	31	30	29	29	28	27	27	25	17
31615105	LITTLE WOOD RIV. RES.	-1	-2	-3	-4	1158	1299	918	157	0	-2	0	0
31615056	LATERAL #10	1366	1057	230	1791	1005	605	13	160	866	1914	1736	1507
11866066	B.C. EMMETT	8749	8605	7749	2290	5859	9386	8465	10164	3678	11041	10951	9401
31515103	SAGEBRUSH	0	0	0	58	111	119	119	236	279	69	5	-7
31315029	WHITE WATER RANCH	133	137	121	80	55	66	53	43	57	66	103	121
31615117	MARCOS RANCHES	0	0	0	319	439	504	493	620	842	319	0	0
12616071	OWYHEE DAM	-23	-20	249	2703	2971	2862	2689	2530	2310	2054	-19	-21
31315008	H.E.E.D. CO.	0	37	3	2	13	19	23	21	7	7	7	7
31515100	BRIGGS CREEK	481	477	438	436	410	428	430	454	494	504	507	481
31615057	CRYSTAL SPRINGS	96	10	-9	406	871	922	587	573	1160	1782	113	2
41455091	POCATELLO WASTE	187	180	172	174	157	165	156	148	140	181	183	169
31414111	MUD CREEK/WHITE	45	39	36	13	15	26	28	12	10	57	80	80
11111111	SIMPLIT POCATELLO	0	0	0	0	0	0	0	0	0	0	0	0
11615077	ELK CREEK	-11	-9	-3	1116	1655	1671	329	-2	-2	-1	-9	-11
21415119	REYNOLDS IRRIGATION	193	185	185	50	105	134	134	144	176	164	206	211
31515107	LITTLEWOOD/ARKOOSH	142	247	236	314	678	784	867	863	770	169	114	133
41515122	SCHAFFNER	40	35	34	141	273	365	166	96	73	57	54	45
31615098	GEOBON 2	92	227	224	282	714	803	873	862	771	176	13	8
31415027	TROUT CO.	134	142	131	124	63	66	57	43	86	86	107	133
31615121	FAULKNER RANCH	67	120	45	309	570	535	615	540	554	190	33	54
41415124	SUNSHINE POWER #2	0	31	16	11	29	47	50	38	24	12	6	3
31615125	LOWLINE #2	0	0	0	1037	2349	2487	2533	2441	1868	1219	-4	0
31715126	BYPASS	0	0	0	86	85	4366	7596	6997	4765	1633	-28	-30
31615106	DIETRICH DROP	0	0	0	0	0	0	0	746	3604	623	-6	-6
21615078	BARBER DAM	0	0	0	0	0	0	0	0	0	0	0	0
31615104	ROCK CREEK #2	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL		26339	26206	23742	28705	39720	51580	53059	53285	44956	42276	29344	25861

IDAHO POWER COMPANY
COGENERATION AND SMALL POWER PRODUCTION
MONTHLY GENERATION BY PLANT (AVERAGE KW)

PAGE 43

1989		JAN89	FEB89	MAR89	APR89	MAY89	JUN89	JUL89	AUG89	SEP89	OCT89	NOV89	DEC89
31515004	MUD CREEK/S&S	91	60	60	29	46	76	47	88	223	259	207	138
31416001	SHOSHONE	0	0	165	299	315	313	286	306	300	160	188	109
11766002	TAMARACK	5090	4384	4115	3671	4637	4507	4885	4729	4522	4476	3855	4571
31415017	NORTHSIDE CANAL Y-8	0	2	25	25	33	32	30	32	29	10	0	10
31415023	CURRY CATTLE CO.	0	0	0	46	194	292	97	212	151	53	0	0
11415009	SHINGLE CREEK	72	65	85	133	186	193	172	136	118	108	102	89
31615003	ROCK CREEK #1	797	576	1149	1536	1402	1691	1864	1957	1936	1968	1524	1041
31515009	MALAD RIVER	2	133	462	484	496	179	133	407	582	383	228	116
31516014	CLEAR SPRINGS TROUT	442	444	444	439	418	418	417	410	407	400	413	435
31416013	BOX CANYON	249	214	237	237	233	144	124	196	210	197	206	224
31615030	KOYLE	0	13	562	467	629	443	306	625	780	443	212	42
31615031	KASEL & WITHERSPOON	346	282	199	231	496	535	657	719	917	865	556	463
44767012	AFTON	4970	5015	3862	5202	5085	5179	5046	2800	5425	5562	1483	4828
31214058	BIRCH CREEK	45	44	44	38	36	41	44	49	53	56	51	46
31316010	STEVENSON #1	18	1	0	0	0	0	0	0	20	32	29	26
31415065	BLACK CANYON NO.3	0	0	0	0	105	97	104	85	82	66	77	0
31616081	CEDAR DRAW	295	267	212	661	885	879	590	1236	1434	1427	586	378
31316011	STEVENSON #2	0	0	0	2	0	0	0	0	0	30	31	35
31415094	JIM KNIGHT	0	0	0	80	58	290	247	259	263	77	58	0
31416020	CANYON SPRINGS	118	118	109	112	118	125	119	116	55	106	98	123
31615067	PIGEON COVE	586	457	423	490	1224	1395	1352	1465	1629	1549	861	775
31315021	SNAKE RIVER POTTERY	57	58	44	44	32	34	10	26	27	0	35	59
31316015	LEMOYNE	22	19	17	24	23	18	26	19	22	21	23	24
31414075	SNEDIGAR RANCH	130	101	104	126	229	140	150	162	230	228	146	141
31715099	LOWLINE CANAL	-3	-6	0	1231	7193	7911	7507	8004	6532	4300	220	-4
31315093	HAILEY CSPP	21	20	20	19	20	16	20	19	19	18	18	17
31615105	LITTLE WOOD RIV. RES.	-5	-7	-8	1638	1716	2199	1707	269	-2	-2	-6	-6
31615056	LATERAL #10	1043	492	10	447	857	909	720	1561	1759	1661	1627	1321
11866066	B.C. EMMETT	9211	8525	7750	4271	6234	10904	9564	9595	3194	8165	9123	9467
31515103	SAGEBRUSH	-6	-5	-4	129	288	297	293	288	296	90	70	-4
31315029	WHITE WATER RANCH	67	95	122	73	37	47	36	39	44	97	114	129
31615117	MARCOS RANCHES	0	0	0	283	555	485	413	673	883	795	47	0
12616071	OWYHEE DAM	-21	-16	2575	1962	5058	4711	4806	4669	4660	4453	-46	-45
31315008	H.E.E.D. CO.	7	7	8	5	15	22	19	28	0	0	0	21
31515100	BRIGGS CREEK	474	457	436	482	347	420	432	412	439	417	412	378
31615057	CRYSTAL SPRINGS	-31	-24	-11	638	1277	1444	787	1828	2295	2161	357	0
41455091	POCATELLO WASTE	159	197	169	188	154	155	139	152	149	149	136	170
31414111	MUD CREEK/WHITE	41	35	31	3	10	15	17	43	63	26	98	62
11615077	ELK CREEK	-11	-12	366	1225	1753	1748	641	-2	-1	51	133	-12
21415119	REYNOLDS IRRIGATION	182	175	184	132	60	200	202	167	247	228	219	238
31515107	LITTLEWOOD/ARKOOSH	68	65	324	455	730	770	621	509	429	299	195	226
41515122	SCHAFFNER	41	36	30	156	283	389	241	132	88	84	58	55
31615098	GEOBON 2	-21	-12	345	507	772	787	815	878	648	15	173	225
31415027	TROUT CO.	139	133	139	97	50	52	50	74	107	116	144	149
31615121	FAULKNER RANCH	26	19	136	354	631	647	601	672	560	269	166	148
41415124	SUNSHINE POWER #2	2	1	6	8	18	37	35	24	10	0	3	10
31615125	LOWLINE #2	-22	-18	-13	278	2431	2534	2471	2522	2350	1697	56	0
31715126	BYPASS	-35	-36	-28	2158	6572	7744	8351	7192	5793	2841	-22	-31
31615106	DIETRICH DROP	-6	-7	-6	259	3866	4641	4078	4444	3832	1028	-4	-7

Edl, Michele

From: pat pillsbury [pillsburyusa@yahoo.com]
Sent: Wednesday, August 31, 2016 12:08 PM
To: Edl, Michele
Subject: Re: interest in hydropower permit 75-7427

Hi Michelle,

I have not put the plant to work, but the new buyer may intend to. The plant is not functioning currently. I have never tried to power it up.

Pat

On Wednesday, August 31, 2016 10:45 AM, "Edl, Michele" <Michele.Edl@idwr.idaho.gov> wrote:

Mr. Roylance and Mr. Pillsbury,
I got your email addresses from Sandy Thiel who is an fellow agent in IDWRs State Office. She visited the place of use for several permits in the Lake Creek area of Idaho, earlier this summer.

I am hoping that one of you can provide me information related to property that you both formerly owned. The property diverted water from Lake Creek, and is adjacent to the Salmon River in Lemhi County, Idaho.

I have been assigned to complete the processing of a permit for hydropower use at that location. I have found that the Federal Energy Regulatory Commission (FERC) license to that project (known as Sunshine Power Project #9907) has been terminated by implied surrender. The hydroelectric facility generated power in the past and a water right permit was issued to cover that power use.

I have no contact information for the current owner. Nor do I have evidence that the powerhouse has been gutted.

I am very interested in ANY recent information about this project. Please contact me at your earliest convenience.

Thank you.

Michele Edl
IDWR
322 E Front St
Boise ID 83720
(208)287-4946

Edl, Michele

From: Jean Jewell [Jean.Jewell@puc.idaho.gov]
Sent: Thursday, September 01, 2016 10:31 AM
To: Edl, Michele
Subject: RE: contract for 1987 vintage hydropower project
Attachments: Order No. 21635.pdf; Sunshine No. 2 File Contents.pdf *WR #75-7427*

Michele,

I think I found what you are looking for and I have attached the copies.

Thanks for your inquiry,

Jean Jewell
Commission Secretary
jean.jewell@puc.idaho.gov
208-334-0338
[Idaho Public Utilities Commission](#)

*Query to IPUC
for energy
contracts/agreement
to this project*

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Wednesday, August 31, 2016 6:09 PM
To: Jean Jewell <Jean.Jewell@puc.idaho.gov>
Subject: contract for 1987 vintage hydropower project

Jean,
I am looking at another old hydropower project and I need some information from the PUC's archive. I believe that it's **case #U-1006-306, order #21635**. The sales agreement with IPCo might be in the name of A.W. Brown or Sunshine Power #2.
Would you please see if you can locate and provide me copies of the sales agreement and the approval order?
Thank you.
Michele Edl

IDWR
322 E Front St
Boise ID 83720
(208)287-4946

DEC 8 1987

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
OF IDAHO POWER COMPANY FOR AN)
ORDER APPROVING A UNIFORM SALES)
AGREEMENT WITH A. W. BROWN CO.,)
INC.)
_____)

CASE NO. U-1006-306

ORDER NO. 21635

On November 17, 1987, Idaho Power Company (IPCo) filed an Application with the Idaho Public Utilities Commission (Commission) requesting an Order approving a Uniform Agreement for the Purchase of Non-Firm Energy (Agreement) dated October 29, 1987 between IPCo and A.W. Brown Co., Inc. (Brown). Brown is the developer of a 110 kilowatt hydroelectric project (Sunshine II) located in the Northeast 1/4 of Section 2, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho. The estimated annual energy production is 585,000 kilowatt hours. The project is a qualified small power production facility under the applicable provisions of the Public Utilities Regulatory Policies Act of 1978.

Brown has offered to sell its power to IPCo at the non-firm energy rate set out in IPCo's Tariff Schedule 86. IPCo requests approval of the Agreement and Commission acknowledgment that all payments under the Agreement are prudently incurred expenses for ratemaking purposes.

The Commission finds that the Agreement as signed and submitted by the parties contains non-firm energy rates in conformity with posted tariffs and applicable Commission Orders. The terms of the Agreement are reasonable and we approve them. We also approve payments made under this Agreement as prudently incurred expenses for ratemaking purposes.

CONCLUSIONS OF LAW

I

The Idaho Public Utilities Commission has jurisdiction over Idaho Power Company, an electric utility, pursuant to the authority and power granted it under Title 61 of the *Idaho Code*.

II

The Idaho Public Utilities Commission has authority under the Public Utilities Regulatory Policies Act of 1978 (PURPA) and implementing regulations of the Federal Energy Regulatory Commission (FERC) to order electric utilities to purchase energy from small power producers and to implement FERC rules.

O R D E R

In consideration of the foregoing, IT IS HEREBY ORDERED that the Uniform Agreement for Purchase of Non-Firm Energy between Idaho Power Company and A. W. Brown Co., Inc. submitted in this proceeding, be and the same is hereby approved.

THIS IS A FINAL ORDER. Any person interested in this Order (or in issues finally decided by this Order) may petition for reconsideration within twenty-one (21) days of the service date of this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. See *Idaho Code* §61-626.

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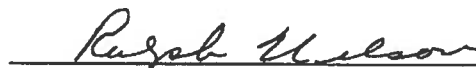
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DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho,
this 7th day of December, 1987.


PERRY SWISHER, PRESIDENT


DEAN J. MILLER, COMMISSIONER


RALPH NELSON, COMMISSIONER

ATTEST:


MYRNA J. WALTERS, SECRETARY

SW:vs/713L

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**IN THE MATTER OF A UNIFORM AGREE-
MENT FOR THE PURCHASE OF NON-FIRM
ENERGY BETWEEN IDAHO POWER COM-
PANY AND JERRY AND CHRIS MCMILLAN.**

)
) **CASE NO. IPC-E-96-1**
)
)
) **ORDER NO. 26318**
)
)

On January 5, 1996, Idaho Power Company (Idaho Power; Company; IPCo) filed an Application with the Idaho Public Utilities Commission (Commission) requesting an Order approving a Uniform Agreement (Agreement) for the purchase of non-firm energy dated November 22, 1995, between IPCo and Jerry and Chris McMillan (McMillans). The McMillans are successors in interest to A.W. Brown Company, Inc., the developer of a 110 kilowatt hydroelectric project, identified as Sunshine No. 2 Hydro Project, located in the Northeast Quarter of Section 2, Township 19 North, Range 21 East, Boise-Meridian, Lemhi County, Idaho. The project is represented to be a qualified small power production facility under the applicable provisions of the Public Utility Regulatory Policies Act of 1978.

On January 14, 1994, the Commission approved a November 23, 1993, Uniform Agreement for the purchase of non-firm energy between Idaho Power Company and A.W. Brown for the Sunshine No. 2 project. Reference Case No. IPC-E-93-30, O.N. 25355. By letter dated December 4, 1995, A.W. Brown notified Idaho Power Company that ownership of the Sunshine No. 2 project had changed and authorized the Company to cancel its November 23, 1993, Uniform Agreement for the purchase of non-firm energy. Idaho Power requests approval of the cancellation of the Company's Uniform Agreement with A.W. Brown Company for the Sunshine No. 2 hydro project.

As successors in interest to the Sunshine No. 2 hydro project, the McMillans have agreed to sell Sunshine No. 2 energy to Idaho Power at the non-firm energy rate established in IPCo's electric tariff Schedule 86. The Agreement between IPCo and the McMillans is the November 22, 1995 Uniform Agreement for the Purchase of Non-firm Energy from Cogeneration and Small Power

Production Projects. Idaho Power requests approval of the Agreement and Commission acknowledgment that all payments under the Agreement are prudently incurred expenses for ratemaking purposes.

COMMISSION FINDINGS

The Commission has reviewed the filings of record in Case Nos. IPC-E-96-1 and IPC-E-93-30 regarding the Sunshine No. 2 hydro project. The Commission finds it reasonable to approve cancellation of the November 23, 1993, Uniform Agreement between Idaho Power and A.W. Brown Company for the Sunshine No. 2 hydro project. Reference Case No. IPC-E-93-30, Order No. 25355. The Commission further finds it reasonable to approve the submitted November 22, 1995, Uniform Agreement between Idaho Power and the McMillans for the Sunshine No. 2 hydro project. The Commission finds that the McMillan Agreement as signed and submitted by the parties contains non-firm energy rates in conformity with Idaho Power's electric Schedule 86 tariff and we therefore approve them. We also approve payments made under the McMillan Agreement as prudently incurred expenses for ratemaking purposes.

CONCLUSIONS OF LAW

The Idaho Public Utilities Commission has jurisdiction over Idaho Power Company, an electric utility, pursuant to the authority and power granted it under Title 61 of the Idaho Code.

The Idaho Public Utilities Commission has authority under the Public Utility Regulatory Policies Act of 1978 (PURPA) and implementing regulations of the Federal Energy Regulatory Commission (FERC) to order electric utilities to purchase energy from small power producers and to implement FERC rules.

ORDER

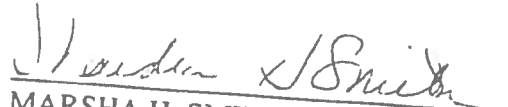
In consideration of the foregoing and as more particularly described above, IT IS HEREBY ORDERED and the Commission does hereby approve the cancellation of the November 23, 1993, Uniform Agreement between Idaho Power and A.W. Brown Company for the purchase of non-firm energy from the Sunshine No. 2 hydro project. Reference Case No. IPC-E-93-30, Order No. 25355.

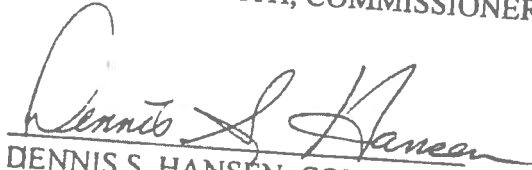
IT IS FURTHER ORDERED that the November 22, 1995, Uniform Agreement between Idaho Power Company and Jerry and Chris McMillan for the purchase of non-firm energy from the Sunshine No. 2 hydro project is hereby approved.

THIS IS A FINAL ORDER. Any person interested in this Order may petition for reconsideration within twenty-one (21) days of the service date of this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. See *Idaho Code* § 61-626.

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 5th day of February 1996.


RALPH NELSON, PRESIDENT


MARSHA H. SMITH, COMMISSIONER


DENNIS S. HANSEN, COMMISSIONER

ATTEST:


Myrna J. Walters
Commission Secretary

vld/O:ipce961.sw

IDAHO POWER COMPANY
UNIFORM AGREEMENT
For The Purchase of Non-Firm Energy
From Cogeneration and Small Power Production Project

APPROVED

JUN 25 '86

COMMISSION
EFFECTIVE

JUN 25 '86

PROJECT NO. 41415124

THIS AGREEMENT Made this 22nd day of November, 19 95, between
Terry + Chris McMillan whose mailing address is General Delivery
Salmon, ID 83467 hereinafter called Seller and IDAHO POWER COMPANY, a corporation with
its principal office located at 1220 Idaho Street, Boise, Idaho hereinafter called Company;

NOW, THEREFORE, The parties agree as follows:

1. Company shall purchase non-firm electric energy produced by the Seller's generator(s) at or near
the City of Salmon, County of Lemhi, State of Idaho, located in the
NE 1/4 of Section 2, Township 19N, Range 21E,
in the form of three phase, 60 Hz and at a nominal phase to phase potential of 34,500 volts,
subject to emergency operating conditions of the Company. Purchases are subject to the Company's applicable
Tariff provisions, approved by and as may be hereafter modified by the Idaho Public Utilities Commission, and
the provisions of this Agreement.
2. Seller shall pay Company for all costs of Disconnection Equipment, Metering Equipment and Special
Facilities as provided for in Exhibit A of this Agreement.
3. In addition to the charges provided under Paragraph 2 above, Seller shall pay to the Company a
monthly Operation & Maintenance Charge which is equal to 0.7% of the investment of the Company in Special
Facilities, Metering and Disconnecting Equipment, which investment is set forth in Exhibit A, attached hereto
and made a part hereof. It is further agreed that as such investment changes, in order to provide facilities to
serve Seller's requirements, Company shall notify Seller in writing of additions or deletions of facilities by
forwarding a dated revised Exhibit A, which shall become a part of this Agreement. The monthly Operation &
Maintenance Charge will be adjusted to correspond to the Revised Exhibit A.
4. It is understood and agreed that the initial date of acceptance of power and energy under this
Agreement is subject to the Company's ability to obtain required labor, materials, equipment, satisfactory
rights of way and comply with governmental regulations.
5. The term of this Agreement shall become effective on the date first above written, and shall
continue in full force and effect until cancelled by Seller upon sixty (60) days prior written notice.
6. This Agreement and the rates, terms and conditions of service set forth or incorporated herein,
and the respective rights and obligations of the parties hereunder, shall be subject to valid laws and to the
regulatory authority and orders, rules and regulations of the Idaho Public Utilities Commission and such other
administrative bodies having jurisdiction.
7. Nothing herein shall be construed as limiting the Idaho Public Utilities Commission from changing
any rates, charges, classification or service, or any rules, regulation or conditions relating to service under
this Agreement, or construed as affecting the right of the Company or the Seller to unilaterally make
application to the Commission for any such change.
8. This Agreement shall not become effective until the Commission approves all terms and provisions
hereof without change or condition and declares that all payments to be made hereunder shall be allowed as
prudently incurred expenses for ratemaking purposes.

[Signature]
Seller

ATTEST:
[Signature]
Witness notary

By _____
Its _____

IDAHO POWER COMPANY

ATTEST:
[Signature]
Witness notary

By [Signature]
Vice President

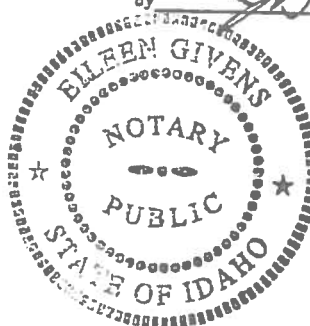
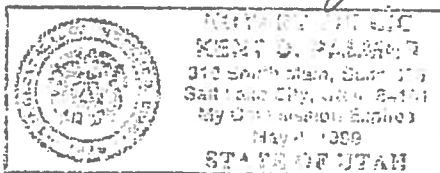


EXHIBIT A
SPECIAL FACILITIES, POINT OF DELIVERY AND METERING,
SUNSHINE NO 2 HYDRO PROJECT

B-1 DESCRIPTION OF FACILITY

The Seller's Facility consists of a one Woelfer three phase induction generator with a nameplate rating of 110 KW, 480 volts, 60 hertz. The generator is driven by an impulse type turbine.

B-2 LOCATION OF FACILITY

The Facility is located in the NE Quarter of Section 2, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho.

B-3 POINT OF DELIVERY

The Point of Delivery of Energy from the Seller to Idaho Power will be the 19900/34500 volt bushings of the transformer bank. The transformer bank will be a 150 KVA three phase bank, 277/480 volts to 19900/34500 volts, connected grounded-wye-grounded-wye, located approximately 150 feet from the generator, and will be owned and maintained by the Seller.

B-4 LOSSES

Losses shall be 1.71 % of the metered energy.

B-5 METERING AND TELEMETRY

The metering equipment is on the 480 volt side of the transformer bank, and consists of one output demand meter and one input demand meter. The meters register kilowatt-hours and kilowatts of demand. Metering equipment is owned and maintained by Idaho Power.

B-6 SPECIAL FACILITIES

The setting of one in-line pole and the installation of approximately 150 feet of three phase 34.5 KV overhead power line from the new in-line pole to the deadend bells on the Seller owned transformer pole have been provided by Idaho Power as Special Facilities. The total

cost for these Special Facilities has been reimbursed to Idaho Power by the Seller.

B-7 REACTIVE POWER

Based on information provided by the Seller, the total reactive power required to be supplied by Idaho Power is 68 kvar. Idaho Power will install and maintain facilities on its system so as to meet this requirement. The total cost of installation has been reimbursed to Idaho Power by the Seller.

B-8 DISCONNECTION EQUIPMENT

Disconnection Equipment is required to insure that the Seller's Facility will be disconnected from Idaho Power's system in the event of a disturbance on either Idaho Power's system or the Seller's Facility. This equipment is for the protection of Idaho Power's equipment only. Idaho Power has supplied a cabinet containing a size 5 contactor, relays, and associated wiring and logic. Seller has installed the cabinet, and all wiring and conduit necessary for the operation of the Disconnection Equipment. Idaho Power has supplied details for the interconnection panel and will connect and test the equipment prior to operation of the Facility. Seller has provided drawings of the interconnection wiring for engineering approval before installation. The total cost of the Disconnection Equipment, including connection and testing, has been reimbursed to Idaho Power by the Seller.

B-9 COSTS

The total cost of Special Facilities, metering, and disconnecting equipment is \$17,496 which amount has been paid to Idaho Power by the Seller. In addition to the installation and construction charges above, during the term of the Agreement Seller will pay Idaho Power a monthly operation and maintenance charge as specified in SCHEDULE 72 - INTERCONNECTIONS TO NON-UTILITY GENERATION.

B-10 SALVAGE

No later than sixty (60) days after the termination or expiration of this Agreement, Idaho Power will prepare and forward to Seller an estimate of the remaining value of those Idaho Power

furnished Interconnection Facilities described in this Appendix, less the cost of removal and transfer to Idaho Power's nearest warehouse, if the Interconnection Facilities will be removed. If Seller elects not to retain ownership of the Interconnection Facilities but instead wishes that Idaho Power purchase such facilities from Seller at the net salvage value, Idaho Power may then be invoiced by Seller for the net salvage value estimated by Idaho Power for the Interconnection Facilities and shall pay such amount to Seller within thirty (30) days after receipt of said invoice. Seller shall have the right to offset the invoice amount against any present or future payments due Idaho Power.

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
NON-FIRM ENERGY

IDAHO PUBLIC UTILITIES COMMISSION
APPROVED EFFECTIVE

FEB 3 - '95

FEB 1 - '95

Theresa L. Stalder SECRETARY

AVAILABILITY

Service under this schedule is available in the Company's service territory in the State of Idaho.

APPLICABILITY

Service under this schedule is applicable to any Seller who owns or operates a Facility and desires to sell Energy to the Company for a minimum of one year.

DEFINITIONS

Cogeneration Facility means equipment used to produce electric energy and forms of useful thermal energy (such as heat or steam), used for industrial, commercial, heating or cooling purposes, through the sequential use of energy.

Commission means the Idaho Public Utilities Commission.

Designated Dispatch Facility is the Company's Boise Bench dispatch center.

Disconnection Equipment means any device or combination of devices located on the interconnection between the Facility and the Company's system by which the Company can manually and/or automatically interrupt the flow of power from the Facility to the Company system.

Energy means electric energy, expressed in kWh to be delivered by Seller to the Company in accordance with the conditions of this schedule.

Facility means a Cogeneration Facility or a Small Power Production Facility which meets the criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

Interconnection Facilities means all facilities required to be installed solely to interconnect and deliver Energy from the Facility to the Company's system, including, but not limited to, connection, transformation, switching, metering, relaying, communications and safety equipment.

Point of Delivery means the location where the Company's and the Seller's electrical facilities are connected.

Prudent Electrical Practices means those practices, methods and equipment that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
NON-FIRM ENERGY
(Continued)

IDAHO PUBLIC UTILITIES COMMISSION
APPROVED EFFECTIVE

FEB 3 - '95

FEB 1 - '95

Theresa L. Stalter SECRETARY

DEFINITIONS (Continued)

Seller means any individual, partnership, corporation, association, governmental agency, political subdivision, municipality or other entity that owns or operates a Facility and sells Energy to the Company.

Small Power Production Facility means the equipment used to produce electric energy solely by the use of falling water, biomass, waste, solar power, wind or any other renewable resource.

Special Facilities means those additions and alterations to the Company's system which the Company, consistent with Prudent Electrical Practices, determines are required to interconnect the Facility to the Company's system.

Standby Power means electrical energy or capacity supplied by the Company during an unscheduled outage of the Facility to replace energy consumed by the Seller which is ordinarily supplied by a Facility's own generation equipment.

Supplementary Power means electric energy or capacity supplied by the Company which is regularly used by a Seller in addition to the Energy and Capacity which the Facility usually supplies to the Seller.

RATES

Seller may elect to sell and be compensated in accordance with Options A, B or C below: Such election will be made prior to the initial sale of Energy and will be for a minimum of one year.

- A. Standard Rate. Under this option, the Company will pay the Seller monthly, for Energy delivered and accepted at the Point of Delivery during that month, at the following rates:

	<u>Oct-Feb</u>	<u>Mar-May</u>	<u>Jun-Sep</u>
Mills Per kWh	23.6	18.5	27.7

- B. Actual Avoided Energy Cost at Time of Delivery. Under this option, the Company will pay the Seller monthly, for each kWh delivered and accepted at the Point of Delivery during that month, an amount equal to the actual avoided energy cost per kWh for that month. The actual avoided energy cost will be determined at the end of each calendar month, and will be filed with the Commission.

- C. Offset Against Retail Sales - Facilities Under 100 kW Only. Where such arrangement can be established in accordance with Prudent Electrical Practices, the Company will offset Energy supplied by the Seller against the Company's retail sales of Energy to the Seller.

IDAHO PUBLIC UTILITIES COMMISSION
APPROVED EFFECTIVESCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
NON-FIRM ENERGY
(Continued)

FEB 3 - '95

FEB 1 - '95

Theresa J. Stalder SECRETARYCONDITIONS OF PURCHASE AND SALE

The conditions listed below shall apply to all transactions under this schedule.

- A. The Company shall purchase Energy from any Seller that offers to sell Energy to Company.
- B. As a condition of interconnection with the Company, Seller shall:
1. Submit proof to the Company that all licenses, permits or approvals necessary for the Seller's operations under this schedule have been obtained from applicable Federal, State or local authorities.
 2. Make payment to the Company for all costs of Disconnection Equipment, metering equipment and Special Facilities furnished by the Company.
 3. Obtain written acceptance from the Company as provided in paragraph E.
 4. Submit proof to the Company of all insurance required by paragraph P.
 5. Demonstrate to the Company's satisfaction that the Seller's Facility has been completed, and that all features and equipment of the Facility are capable of operating safely to commence deliveries of electric energy into the Company's system.
 6. Submit to the Company a statement from a licensed professional engineer certifying that the design of and equipment in the Facility and Seller-furnished Interconnection Facilities comply with the standards of this Agreement and with Prudent Electrical Practices.
 7. Obtain written confirmation from the Company that all conditions to interconnection have been fulfilled. Such confirmation shall not be unreasonably withheld by the Company.
- C. The Seller and the Company shall each indemnify the other, their respective officers, agents, and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying party's construction, ownership, operation or maintenance of, or by failure of, any of such party's works or facilities used in connection with purchases under this schedule. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.
- D. The Company shall offer to provide Standby Power and Supplementary Power to the Seller. Charges for Supplementary and Standby Power will be in accordance with the Company's Schedule 7 as that schedule is modified from time to time by the Commission.

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
NON-FIRM ENERGY
(Continued)

IDAHO PUBLIC UTILITIES COMMISSION
APPROVED EFFECTIVE

FEB 3 - '95

FEB 1 - '95

Theresa L. Stallen SECRETARY

CONDITIONS OF PURCHASE AND SALE (Continued)

- E. Except for Special Facilities, Metering Equipment, and Disconnection Equipment, the Seller shall construct, install, own, and maintain all Interconnection Facilities. To assure that the Facility and Seller-furnished Interconnection Facilities are compatible with the Company's system, the Seller shall submit the designs, plans, specifications and performance data for the Facility and Seller-furnished Interconnection Facilities to the Company for review. The Company's acceptance shall not be construed as confirming or endorsing the design, or as a warranty or safety, durability, or reliability of the Facility.
- F. Unless otherwise agreed by the Company and the Seller, the Company will, at Seller's expense, provide, install, own, operate, and maintain all Disconnection Equipment. The Company will establish the settings of Disconnection Equipment to disconnect automatically from the Facility for the protection of the Company's system and personnel consistent with Prudent Electrical Practices. Except as otherwise required by Prudent Electrical Practices, Disconnection Equipment will be designed so that the closure of any breaker or other disconnecting device which connects the Facility to the Company's system shall be controlled by equipment which will perform the following:
1. Automatically monitor the status of the electrical system on the Company's side of the disconnecting device; as to voltage and frequency; and
 2. Prohibit closure or reconnection until voltage and frequency have been within approved limits or a continuous period of not less than 5 minutes; and
 3. Operate so that if the Company's system is de-energized within 10 seconds after the initial closure of the disconnecting device, the disconnecting device will immediately open and not close again until the Company has been satisfied that the Company can safely reclose the Disconnecting Equipment.

If the Seller attempts to modify, adjust or otherwise interfere with the Disconnection Equipment or its settings as established by the Company, such action may be grounds for the Company's refusal to continue purchases from the Seller under this schedule.

- G. The Company shall procure, install, own, and maintain metering equipment to record power flows to the Company. All acquisition, installation, maintenance, inspection and testing costs relating to meters installed to measure the Seller's generation shall be borne by the Seller. Any metering costs incurred by the Company for load research or other purposes shall be borne by the Company.
- H. Except under Rates, Option C, metering will be provided for recording net output of the Facility and will be separate from metering of the Seller's load.

IDAHO PUBLIC UTILITIES COMMISSION
APPROVED

FEB 3 - '95

FEB 1 - '95

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
NON-FIRM ENERGY
(Continued)*Theresa L. Stalter* SECRETARYCONDITION OF PURCHASE AND SALE (Continued)

- I. The Seller shall use its best efforts to minimize voltage swings and to maintain voltage levels acceptable to the Company.
- J. The Seller shall maintain at the Facility or such other location mutually acceptable to the Company and the Seller, adequate metering and related power production records, in a form and content recommended by the Company.
- Either the Seller or the Company after reasonable notice to the other party, shall have the right, during normal business hours, to inspect and audit any or all such metering and related power production records pertaining to the Seller's account.
- K. The Seller shall construct, operate and maintain the Facility and Seller-furnished Interconnection Facilities in accordance with the written standards supplied by the Company to the Seller, Prudent Electrical Practices, the National Electric Safety Code and any other applicable local, state, and federal codes. If, in the reasonable opinion of the Company, the Seller's operation of the Facility or Interconnection Facilities is unsafe or may otherwise adversely affect the Company's equipment, personnel, or service to its customers, the Company may physically interrupt the flow of energy from the Facility or take such other reasonable steps as the Company deems appropriate. The Seller shall provide and maintain adequate protective equipment sufficient to prevent damage to the Facility and Seller-furnished Interconnection Facilities.
- L. During a period of shortage of energy on the Company's system, the Seller shall, at the Company's request and within the limits of reasonable safety requirements as determined by the Seller, use its best efforts to provide requested Energy, and shall, if necessary, delay any scheduled shutdown of the Facility.
- M. The Company and the Seller shall maintain appropriate operating communications through the Designated Dispatch Facility. Such communications include the same standard reporting requirements for Facilities of like-size providing Firm Energy.
- N. The Company shall not be obligated to accept, and the Company may require the Seller to curtail, interrupt or reduce deliveries of Energy if the Company, consistent with Prudent Electrical Practices, determines that curtailment, interruption or reduction is necessary because of line construction or maintenance requirements, emergencies, or other critical operating conditions on its system.
- O. If the Company is required by the Idaho Public Utilities Commission to institute curtailment of deliveries of electricity to its Customers, the Company may require the Seller to curtail its consumption of electricity in the same manner and to the same degree as other Customers within the same Customer class who do not own Facilities.

SCHEDULE 86
COGENERATION AND SMALL POWER
PRODUCTION
NON-FIRM ENERGY
(Continued)

IDAHO PUBLIC UTILITIES COMMISSION
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FEB 1 - '95

Theresa L. Stalder SECRETARY

CONDITIONS OF PURCHASE AND SALE (Continued)

- P. The Seller shall secure and continuously carry liability insurance coverage including, or equivalent to, comprehensive liability insurance policies for both bodily injury and property damage liability in the amount of \$1,000,000 combined single limit.

Such insurance shall include an endorsement naming the Company as an additional insured insofar as liability arising under this Agreement is concerned; a provision that such liability policies shall not be canceled or their limits of liability reduced without 30 days' written notice to the Company. The Seller shall furnish the Company with certificates of insurance together with the endorsements required herein. The Company shall have the right to inspect the original policies of such insurance.

- Q. The Seller will grant to the Company all necessary rights of way and easements to install, operate, maintain, replace and remove the Company's metering and other facilities necessary or useful for transactions under this schedule including adequate and continuing access rights to the property of the Seller. The Seller warrants that it has procured sufficient easements and rights of way from third parties as are necessary to provide the Company with the access described above. The Seller will execute such other grants, deeds or documents as the Company may require to enable it to record such rights of way and easements.

- R. Depending on the size and location of the Seller's Facility, it may be necessary for the Company to establish additional requirements for operation of the Facility. These requirements may include, but are not limited to, voltage, reactive, or operating requirements.

A. W. BROWN CO., INC.
3416 Via Lido, Ste. F
Newport Beach, CA 92663

December 4, 1995

Idaho Power Company
Box 70
Boise, Idaho 83707

Attention: John Ferree

Re: Sunshine Power No. II Hydro Project

Dear Mr. Ferree:

This letter is to notify you that our Hydro Plant, Sunshine Power No. II, changed ownership on October 5, 1995. The new owners are Jerry and Christine McMillan.

This letter gives you the authority to cancel your agreement with A. W. Brown Co., Inc. and Sunshine Power No. II.

Sincerely yours,

A. W. Brown

RECEIVED

DEC 15 1995

JAN 14 1994

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPROVAL	)	
OF A UNIFORM AGREEMENT BETWEEN	)	CASE NO. IPC-E-93-30
IDAHO POWER COMPANY AND A.W.	)	
BROWN CO., INC.	)	
		ORDER NO. 25355

On December 1, 1993, Idaho Power Company (IPCo) filed an Application with the Idaho Public Utilities Commission (Commission) requesting an order approving a Uniform Agreement for the Purchase of Non-Firm Energy, dated November 23, 1993, between IPCo and A.W. Brown Company, Inc. (Brown). Brown is the developer of a 110 kilowatt hydroelectric project, identified as Sunshine No. 2 Hydro Project, located in the Northeast 1/4 of Section 2, Township 19 N, Range 21 E, Boise Meridian, Lemhi County, Idaho. The estimated annual energy production is 585,000 kWh. The project is represented by Brown to be a qualified small power production facility under the applicable provisions of the Public Utility Regulatory Policies Act of 1978.

Brown has agreed to sell its power to IPCo at the non-firm energy rate established in IPCo's Tariff Schedule 86. The Agreement between IPCo and Brown is the Uniform Agreement for the Purchase of Non-Firm Energy from Cogeneration and Small Power Production Projects. IPCo requests approval of the Agreement and Commission acknowledgement that all payments under the Agreement are prudently incurred expenses for ratemaking purposes.

The Commission finds that the Agreement as signed and submitted by the parties contains non-firm energy rates in conformity with posted tariffs and we therefore approve them. We also approve payments made under this Agreement as prudently incurred expenses for ratemaking purposes.

ORDER NO. 25355

CONCLUSIONS OF LAW

I

The Idaho Public Utilities Commission has jurisdiction over Idaho Power Company, an electric utility, pursuant to the authority and power granted it under Title 61 of the *Idaho Code*.

II

The Idaho Public Utilities Commission has authority under the Public Utilities Regulatory Policies Act of 1978 (PURPA) and implementing regulations of the Federal Energy Regulatory Commission (FERC) to order electric utilities to purchase energy from small power producers and to implement FERC rules.

ORDER

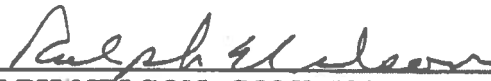
IT IS HEREBY ORDERED that the Uniform Agreement for Purchase of Non-Firm Energy between Idaho Power Company and A.W. Brown Company, Inc. submitted in this proceeding is hereby approved.

THIS IS A FINAL ORDER. Any person interested in this Order may petition for reconsideration within twenty-one (21) days of the service date of this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. See *Idaho Code* § 61-626.

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho
this 14th day of January 1994.


MARSHA H. SMITH, PRESIDENT


DEAN J. MILLER, COMMISSIONER


RALPH NELSON, COMMISSIONER

ATTEST:


Myrna J. Walters
Commission Secretary

JR\O-IPC-E-93-30.WS

IDAHO POWER COMPANY
SCHEDULE 86

UNIFORM AGREEMENT
For the Purchase of Non-Firm Energy
From Cogeneration and Small Power Production Projects

APPROVER PER COMMISSION
ORDER NO. 25355.

Myrna J. Walters
MYRNA J. WALTERS
COMMISSION SECRETARY

PROJECT NO. 41415124

THIS AGREEMENT Made this 23rd day of November, 1993, between
A. W. Brown Co., Inc., whose mailing address is 3416 Via Lido Suite F, Newport Beach, CA 92663
hereinafter called Seller and IDAHO POWER COMPANY, a corporation with its principal office located at
1221 West Idaho Street, Boise, Idaho hereinafter called Company;

NOW, THEREFORE, The parties agree as follows:

1. Company shall purchase non-firm electric energy produced by the Seller's generator(s) at or near the City of Salmon, County of Lemhi, State of Idaho, located in the NE 1/4 of Section 2, Township 19N, Range 21 E, BM, in the form of three phase, 60 Hz and at a nominal phase to phase potential of 34,500 volts, subject to emergency operating conditions of the Company. Purchases are subject to the Company's applicable Tariff provisions, approved by and as may be hereafter modified by the Idaho Public Utilities Commission, and the provisions of this Agreement.
2. Seller shall pay Company for all costs of Interconnection Facilities as provided for in Exhibit A of this Agreement and Schedule 72.
3. In addition to the charges provided under Paragraph 2 above, Seller shall pay to the Company the monthly Operation & Maintenance Charge specified in Schedule 72 on the investment by the Company in Interconnection Facilities which investment is set forth in Exhibit A, attached hereto and made a part hereof. It is further agreed that as such investment changes, in order to provide facilities to serve Seller's requirements, Company shall notify Seller in writing of additions or deletions of facilities by forwarding a dated revised Exhibit A, which shall become a part of this Agreement. The monthly Operation & Maintenance Charge will be adjusted to correspond to the Revised Exhibit A.
4. It is understood and agreed that the initial date of acceptance of power and energy under this Agreement is subject to the Company's ability to obtain required labor, materials, equipment, satisfactory rights of way and comply with governmental regulations.
5. The term of this Agreement shall become effective on the date first above written, and shall continue in full force and effect until cancelled by Seller upon sixty (60) days prior written notice.
6. This Agreement and the rates, terms and conditions of service set forth or incorporated herein, and the respective rights and obligations of the parties hereunder, shall be subject to valid laws and to the regulatory authority and orders, rules and regulations of the Idaho Public Utilities Commission and such other administrative bodies having jurisdiction.
7. Nothing herein shall be construed as limiting the Idaho Public Utilities Commission from changing any rates, charges, classification or service, or any rules, regulation or conditions relating to service under this Agreement, or construed as affecting the right of the Company or the Seller to unilaterally make application to the Commission for any such change.
8. This Agreement shall not become effective until the Commission approves all terms and provisions hereof without change or condition and declares that all payments to be made hereunder shall be allowed as prudently incurred expenses for ratemaking purposes.

A. W. BROWN Co., INC.

Seller

ATTEST:

Kathleen A. Pichla
Witness

By A. W. Brown

Its President

IDAHO POWER COMPANY

By J. B. Buckner

Vice President

ATTEST:

Barbara J. Hill
Witness

EXHIBIT A
SPECIAL FACILITIES, POINT OF DELIVERY AND METERING,
SUNSHINE NO 2 HYDRO PROJECT

B-1 DESCRIPTION OF FACILITY

The Seller's Facility consists of a one Woelfer three phase induction generator with a nameplate rating of 110 KW, 480 volts, 60 hertz. The generator is driven by an impulse type turbine.

B-2 LOCATION OF FACILITY

The Facility is located in the NE Quarter of Section 2, Township 19 North, Range 21 East, Boise Meridian, Lemhi County, Idaho.

B-3 POINT OF DELIVERY

The Point of Delivery of Energy from the Seller to Idaho Power will be the 19900/34500 volt bushings of the transformer bank. The transformer bank will be a 150 KVA three phase bank, 277/480 volts to 19900/34500 volts, connected grounded-wye--grounded-wye, located approximately 150 feet from the generator, and will be owned and maintained by the Seller.

B-4 LOSSES

Losses shall be 1.71% of the metered energy.

B-5 METERING AND TELEMETRY

The metering equipment is on the 480 volt side of the transformer bank, and consists of one output demand meter and one input demand meter. The meters register kilowatt-hours and kilowatts of demand. Metering equipment is owned and maintained by Idaho Power.

B-6 SPECIAL FACILITIES

The setting of one in-line pole and the installation of approximately 150 feet of three phase 34.5 KV overhead power line from the new in-line pole to the deadend bells on the Seller owned transformer pole have been provided by Idaho Power as Special Facilities. The total

cost for these Special Facilities has been reimbursed to Idaho Power by the Seller.

B-7 REACTIVE POWER

Based on information provided by the Seller, the total reactive power required to be supplied by Idaho Power is 68 kvar. Idaho Power will install and maintain facilities on its system so as to meet this requirement. The total cost of installation has been reimbursed to Idaho Power by the Seller.

B-8 DISCONNECTION EQUIPMENT

Disconnection Equipment is required to insure that the Seller's Facility will be disconnected from Idaho Power's system in the event of a disturbance on either Idaho Power's system or the Seller's Facility. This equipment is for the protection of Idaho Power's equipment only. Idaho Power has supplied a cabinet containing a size 5 contactor, relays, and associated wiring and logic, Seller has installed the cabinet, and all wiring and conduit necessary for the operation of the Disconnection Equipment. Idaho Power has supplied details for the interconnection panel and will connect and test the equipment prior to operation of the Facility. Seller has provided drawings of the interconnection wiring for engineering approval before installation. The total cost of the Disconnection Equipment, including connection and testing, has been reimbursed to Idaho Power by the Seller.

B-9 COSTS

The total cost of Special Facilities, metering, and disconnecting equipment is \$17,496 which amount has been paid to Idaho Power by the Seller. In addition to the installation and construction charges above, during the term of the Agreement Seller will pay Idaho Power a monthly operation and maintenance charge as specified in SCHEDULE 72 - INTERCONNECTIONS TO NON-UTILITY GENERATION.

B-10 SALVAGE

No later than sixty (60) days after the termination or expiration of this Agreement, Idaho Power will prepare and forward to Seller an estimate of the remaining value of those Idaho Power

furnished Interconnection Facilities described in this Appendix, less the cost of removal and transfer to Idaho Power's nearest warehouse, if the Interconnection Facilities will be removed. If Seller elects not to retain ownership of the Interconnection Facilities but instead wishes that Idaho Power purchase such facilities from Seller at the net salvage value, Idaho Power may then be invoiced by Seller for the net salvage value estimated by Idaho Power for the Interconnection Facilities and shall pay such amount to Seller within thirty (30) days after receipt of said invoice. Seller shall have the right to offset the invoice amount against any present or future payments due Idaho Power.

IDAHO POWER COMPANY

UNIFORM AGREEMENT
For The Purchase of Non-Firm Energy
From Cogeneration and Small Power Production Project

JUN 25 '86

EFFECTIVE

JUN 25 '86

SECRETARY

PROJECT NO. 41415124

THIS AGREEMENT Made this 29th day of October, 19 87, between

A. W. BROWN CO., INC.

Newport Beach, CA 92663, whose mailing address is 3416 Via Lido Suite F

its principal office located at 1220 Idaho Street, Boise, Idaho hereinafter called Company; a corporation with

NOW, THEREFORE, The parties agree as follows:

1. Company shall purchase non-firm electric energy produced by the Seller's generator(s) at or near Salmon, County of Lemhi, State of Idaho located in the NE 1/4 of Section 2, Township 19N, Range 21E, BM, in the form of three phase, 60 Hz and at a nominal phase to phase potential of 34,500 volts, subject to emergency operating conditions of the Company. Purchases are subject to the Company's applicable Tariff provisions, approved by and as may be hereafter modified by the Idaho Public Utilities Commission, and the provisions of this Agreement.

2. Seller shall pay Company for all costs of Disconnection Equipment, Metering Equipment and Special Facilities as provided for in Exhibit A of this Agreement.

3. In addition to the charges provided under Paragraph 2 above, Seller shall pay to the Company a monthly Operation & Maintenance Charge which is equal to 0.7% of the investment of the Company in Special Facilities, Metering and Disconnecting Equipment, which investment is set forth in Exhibit A, attached hereto and made a part hereof. It is further agreed that as such investment changes, in order to provide facilities to serve Seller's requirements, Company shall notify Seller in writing of additions or deletions of facilities by forwarding a dated revised Exhibit A, which shall become a part of this Agreement. The monthly Operation & Maintenance Charge will be adjusted to correspond to the Revised Exhibit A.

4. It is understood and agreed that the initial date of acceptance of power and energy under this Agreement is subject to the Company's ability to obtain required labor, materials, equipment, satisfactory rights of way and comply with governmental regulations.

5. The term of this Agreement shall become effective on the date first above written, and shall continue in full force and effect until cancelled by Seller upon sixty (60) days prior written notice.

6. This Agreement and the rates, terms and conditions of service set forth or incorporated herein, and the respective rights and obligations of the parties hereunder, shall be subject to valid laws and to the regulatory authority and orders, rules and regulations of the Idaho Public Utilities Commission and such other administrative bodies having jurisdiction.

7. Nothing herein shall be construed as limiting the Idaho Public Utilities Commission from changing any rates, charges, classification or service, or any rules, regulation or conditions relating to service under this Agreement, or construed as affecting the right of the Company or the Seller to unilaterally make application to the Commission for any such change.

8. This Agreement shall not become effective until the Commission approves all terms and provisions hereof without change or condition and declares that all payments to be made hereunder shall be allowed as prudently incurred expenses for ratemaking purposes.

A. W. BROWN CO., INC.

Seller

By A. W. Brown A.W. Brown
its President

IDAHO POWER COMPANY

By John W. Stal
Vice President

ATTEST:

John W. Stal
Witness

ATTEST:

John W. Stal
Witness

IDAHO PUBLIC UTILITIES COMMISSION

APPROVED

EFFECTIVE

Per O.N. 21635

DEC 8 '87

DEC 8 - '87

Theresa L. Stal SECRETARY

WR #75-7427

The following documents were downloaded on various dates from the e-library of the Federal Energy Regulatory Commission (FERC) website.

134 FERC ¶ 62,065
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Jerry McMillan and Christine Smith

Project No. 9907-018

ORDER TERMINATING LICENSE
BY IMPLIED SURRENDER

(Issued January 24, 2011)

1. This order terminates the license for the 110-kilowatt (kW) Sunshine Power Project No. 9907, based on the licensees' implied surrender of the license. The Sunshine Project is located on the Lake Creek in Lemhi County, Idaho.

Background

2. On March 20, 1987, the Commission issued a 50-year license to A. W. Brown Co., Inc. for the construction and operation of the Sunshine Power Project.¹ The project consists of the following facilities: (1) an earthfill 10-foot-high Lake Creek diversion dam; (2) a 15-inch-diameter, 2,300-foot-long buried PVC penstock; (3) a powerhouse containing one generating unit with a rated capacity of 110 kilowatts; (4) a 200-foot-long, 34.5-kilovolt transmission line connected to Idaho Power Company lines; (5) a wooden fish ladder in a riprap-lined spillway; and (6) appurtenant facilities.

3. A. W. Brown Co., Inc. sold the project and transferred the license to Jerry McMillan and Christine McMillan in 1996.² On January 26, 2006, Ms. McMillan, now Ms. Smith,³ informed the Commission that in August of 2005, Mr. McMillan deeded Ms. Smith his interest in the Sunshine Project. In response, on April 6, 2006, Commission staff directed Ms. Smith to file an application for the transfer of license to herself as sole licensee. Ms. Smith did not respond.

¹ *A. W. Brown Co., Inc.*, 38 FERC ¶ 62,282 (1987).

² *A. W. Brown Co., Inc. and Jerry Lee and Christine McMillan*, 74 FERC ¶ 62,092 (1996).

³ *See* 108 FERC ¶ 62,195 (2004). In 2004, the McMillans divorced, and Ms. McMillan remarried and changed her name to Christine Smith.

4. On August 13, 2007, Commission staff received a letter from Ms. Smith stating that she had sold the project facilities to Ms. Claudia Burkhardt, still the current owner of the project facilities. Commission staff wrote to Ms. Burkhardt on August 21, 2008, stating that she was required to file an application for approval to transfer the license from Mr. McMillan and Ms. Smith to Ms. Burkhardt. Neither the licensees nor Ms. Burkhardt responded.

5. According to Commission records, the project has not operated since October 1, 2008, and Ms. Burkhardt, the current owner, does not intend to bring the project back into operation due to the high costs of insurance and maintenance.⁴

6. On October 19, 2009, Commission staff wrote Ms. Burkhardt requesting she file either a detailed plan and schedule to resume generation at the project, along with a transfer of license application, or a request to voluntarily surrender the license. She did not respond. On January 13, 2010, Commission staff sent a letter to Mr. McMillan and Ms. Smith, with a copy to Ms. Burkhardt, requesting them to show cause why the Commission should not initiate a proceeding for terminating the license based upon implied surrender. No response was filed to the show cause letter.

7. On March 24, 2010, the Commission issued a public notice stating its intent to terminate the license for the Sunshine Project based on the licensees' implied surrender of the license and soliciting comments, motions to intervene, and protests.⁵ The comment period for the notice ended on April 26, 2010.

8. On April 7, 2010, Ms. Burkhardt filed comments objecting to termination of the license by implied surrender. Ms. Burkhardt states that she intends to sell the project and that the new property owner may be willing to take over operation of the project. However, no transfer of license request or additional information has been forthcoming from Ms. Burkhardt or any prospective buyer.

9. On April 26, 2010, the State of Idaho, on behalf of the Idaho Department of Environmental Quality, the Idaho Department of Fish and Game (Idaho DFG), the Idaho Water Resource Board, and the Idaho Department of Parks and Recreation, filed a timely, unopposed motion to intervene and comments, which are addressed below.⁶

⁴ Letter from Ms. Burkhardt to Commission staff (dated February 5, 2009).

⁵ 75 Fed. Reg. 16,099 (Mar. 31, 2010).

⁶ Timely, unopposed motions to intervene are granted by operation of Rule 214 of the Commission's Rules of Practice and Procedure. 18 C.F.R. § 385.214 (2010).

10. On July 14, 2010, Commission staff performed an inspection of the Sunshine Project. The observations made during the inspection confirm that the project has been abandoned.⁷ Commission staff's inspection report notes that there is fencing around the property and warning signs by the intake and the low-level outlet control valve. It adds that, although there are no physical barriers to the spillway area, the area does not appear to be dangerous. The project has a low hazard potential classification due to the very small amount of water impounded, the remote location of the project, and the lack of structures located in the postulated downstream inundation area if the structure were to fail.

Discussion

11. Standard Article 16 of the license for Project No. 9907 provides:

If the Licensee shall cause or suffer essential project property to be removed or destroyed or to become unfit for use, without adequate replacement, or shall abandon or discontinue good faith operation of the project or refuse or neglect to comply with the terms of the license and the lawful orders of the Commission ... the Commission will deem it to be the intent of the Licensee to surrender the license.... [T]he Commission in its discretion, after notice and opportunity for hearing, may also agree to the surrender of the license when the Commission, for the reasons recited herein, deems it to be the intent of the Licensee to surrender the license.⁸

12. Section 6 of the Federal Power Act (FPA) provides that licenses "may be altered or surrendered only upon mutual agreement between the licensee and the

⁷ As noted in the inspection report filed on December 22, 2010, Commission staff found that vegetation covered the embankment, the fish ladder was in poor condition, the power lines to the project were cut, and the meter box had been removed. The report also stated that no items required immediate attention from a safety standpoint. Commission staff subsequently notified the licensees (with a copy to Ms. Burkhardt) regarding several of the items that were identified in the inspection (the existence of a sinkhole on the right side of the spillway and brush on the embankment and the deteriorated condition of the fish ladder). See letter from Commission staff to licensees (December 22, 2010).

⁸ Form L-15 (October 1975), entitled, "Terms and Conditions of License for Unconstructed Minor Project Affecting the Interests of Interstate and Foreign Commerce," incorporated by reference in the license, 38 FERC ¶ 62,282 at 63,511 (1987).

Commission....”⁹ When the licensee accepts a license, including the implied surrender article, it thereby agrees to implied surrender if the conditions described in the article are met. In addition, section 6.4 of the Commission's regulations¹⁰ provides, among other things, that it is deemed to be the intent of a licensee to surrender a license, if the licensee abandons its project for a period of three years.

13. The doctrine of implied surrender has typically been invoked where, as here, a licensee, by action or inaction, has clearly indicated its intent to abandon the project, but has not filed a surrender application (e.g., the licensee has physically abandoned the project property, sold the project property without Commission authorization, dissolved its corporate or other legal identity, or has failed for several years to operate or maintain the project with no indication of doing so in the reasonably foreseeable future).¹¹

14. Mr. McMillan abandoned the project in 2004 when he deeded his interest in the project to Ms. Smith without prior Commission approval as required by section 8 of the FPA.¹² Ms. Smith abandoned the project in 2007 when she sold it to Ms. Burkhardt, again without prior Commission approval.¹³ Additionally, the licensees have ignored repeated directives from Commission staff to seek after-the-fact authorizations for their illegal actions. The facts of this case clearly warrant termination of the license for the Sunshine Power Project by implied surrender.

15. Idaho DFG expresses concern over the potential status of the diversion dam, fish passage structures, and the fish screen in the event the Commission terminates the

⁹ 16 U.S.C. § 799 (2010).

¹⁰ 18 C.F.R. § 6.4 (2010).

¹¹ See, e.g., *James Lichoulas Jr.*, 124 FERC ¶ 61,255 (2008), *reh'g denied*, 125 FERC ¶ 61,195 (2008), *aff'd*, *Lichoulas v. FERC*, 606 F.3d 769 (D.C. Cir. 2010). See also *New England Fish Co.*, 38 FERC ¶ 61,106 (1987); *Pinedale Power & Light Co.*, 38 FERC ¶ 61,036 (1987); and *Watervliet Paper Co.*, 35 FERC ¶ 61,030 (1986).

¹² Section 8 of the FPA states that “no voluntary transfer of any license... shall be made without the written approval of the Commission....” 16 U.S.C. § 801 (2006).

¹³ Moreover, the project ceased operation in 2008, and the record demonstrates that the current owner, who is not the licensee, has no intention of obtaining the license and repairing the project to put it back in operation. In the most recent project inspection in July 2010, Commission staff observed that vegetation covered the embankment, the fish ladder was in disrepair, the power lines to the project were cut, and the meter box had been removed.

license. Idaho DFG recommends that if the fish screen, diversion dam, and fish passage structures are removed as part of the surrender process, the stream channel and associated fish and riparian habitats should be restored to a functional condition. If the project structures remain in place, Idaho DFG recommends that the Commission include requirements to ensure the safe continued operation and maintenance of these structures.

16. On June 3, 2010, U.S. Fish and Wildlife Service (FWS) commented that bull trout may be found in the project area and suggests that the Commission consider the potential impacts of the implied surrender of license on the species, including increased turbidity in the water, change in the water flow regime, or disruption of spawning fish as a result of the surrender of license.

17. On June 18, 2010, the National Marine Fisheries Service (NMFS) commented that Lake Creek is a tributary to the Salmon River and that the project site is located downstream from Williams Lake, which is designated critical habitat for Snake River Basin steelhead and Snake River Chinook salmon, both of which are currently listed as threatened under the Endangered Species Act. NMFS adds that because the project is only a half-mile from the mainstem of the Salmon River, any analysis of the effects of the surrender of license for this project should also consider the endangered Snake River sockeye salmon.

18. At the time of initial licensing, a fish screen and fish ladder were constructed at the Sunshine Project, as recommended by Idaho DFG and the U.S. Department of the Interior. However, the fish ladder has, for a number of years, been in a state of disrepair and non-operational due to apparent vandalism. The Commission's acceptance of the surrender of license will not affect the fishery in the vicinity of the project because the project structures will remain in their current defunct condition.¹⁴

19. Due to the abandonment of this project by the licensee and the current owner's unwillingness to assume the license, operate the project, and bring it into compliance, it is not feasible to condition the surrender order on the repair and continued operation of the fish ladder, as recommended by Idaho DFG. Doing so would likely only result in the project remaining in its present condition indefinitely. The licensees no longer own the project and have failed to respond to all Commission requests since 2006. As noted, the current owner is unwilling to assume the license and repair the project. In these circumstances, terminating the license by implied surrender will not authorize any action or alter the current condition of the project or surrounding environment. Rather, it is a procedural, ministerial, or administrative action designed to terminate a license that is, for

¹⁴ Once this surrender is effective, it appears that Idaho DFG may have authority over the dam and fish passage structures. See Idaho Code Ann. § 36-906 (2010).

all practical purposes, no longer in effect. As such, it has no effect on the environment, and is categorically excluded from the requirement to prepare an environmental analysis under the Commission's rules.¹⁵

Conclusion

20. For the reasons discussed above, I find that the licensees have abandoned good faith operation of the project, and that it is in the public interest to terminate the license for Project No. 9907 by implied surrender with the project facilities in place.¹⁶

The Director orders:

(A) The license for the Sunshine Power Project No. 9907, issued on March 20, 1987, is terminated by implied surrender.

(B) Acceptance of the implied surrender of the license for the Sunshine Power Project No. 9907 is effective *Thursday, February 24, 2011*.

(C) This order constitutes final agency action. Any party may file a request for rehearing of this order within 30 days from the date of its issuance, as provided in section 313(a) of the FPA, 16 U.S.C. § 8251 (2006), and the Commission's regulations at 18 C.F.R. § 385.713 (2010). The filing of a request for rehearing does not operate as a stay of the effective date of this order, or of any other date specified in this order. The licensees' failure to file a request for rehearing shall constitute acceptance of this order.

William Guey-Lee
Chief, Engineering Resources Branch
Division of Hydropower Administration
and Compliance

¹⁵ See 18 C.F.R. § 380.4(a)(1) (2010).

¹⁶ If, in the future, an entity wishes to restore power production at the project, it would have to file a development application with the Commission.

FEDERAL ENERGY REGULATORY COMMISSION
MEMORANDUM

DATE: July 28, 2010

FROM: Joy Kurtz, Aquatic Ecologist
Division of Hydropower Administration and Compliance
Office of Energy Projects
(202) 502-6760

TO: Commission and public files for Sunshine Hydroelectric Project
(FERC PROJECT No. P-9907)

SUBJECT: Telephone conversation record attached between Commission staff,
Joy Kurtz, and Mr. Chuck Warren, Idaho Department of Fish and
Game, regarding the Sunshine Hydroelectric Project in Lemhi
County, Idaho on July 28, 2010.

Telephone Memo
Sunshine Hydroelectric Project, P-9907
July 28, 2010

On July 28, 2010, Joy Kurtz, Commission staff, contacted Mr. Chuck Warren, Idaho Department of Fish and Game (IDFG), to request data from the IDFG pertaining to Lake Creek, the waterbody on which the Sunshine Hydroelectric Project (project) is located. Commission staff have requested this data for the purpose of preparing an environmental assessment for its implied surrender proceeding for the project.

Specifically, Ms. Kurtz inquired about any available fisheries data for the lower segment of Lake Creek located below Williams Lake, which ultimately flows into the Salmon River, as well as any data specific to fish usage or migration from the Salmon River into the lower, or, downstream-most segment of Lake Creek (lower Lake Creek) which includes the project's impoundment. Ms. Kurtz clarified that the segment of Lake Creek above Williams Lake (upper Lake Creek) and Williams Lake itself are not contiguous with lower Lake Creek. Lower Lake Creek is formed by two mountain springs that emerge several hundred feet downhill of an overflow culvert associated with Williams Lake.

Mr. Warren stated that to his knowledge, the IDFG does not have any data specific to Lake Creek and has not conducted past studies there. Furthermore, Mr. Warren stated that he would perform a search within an IDFG database which contains fisheries data yielded by IDFG and Idaho Department of Environmental Quality (IDEQ) fisheries studies and contact Ms. Kurtz if he located any data relevant to Ms. Kurtz's request.

Mr. Warren requested that a fellow IDFG staff member, Mr. Greg Lowell, be placed on speakerphone in case Mr. Lowell would be able to provide any additional information regarding the request. Both Mr. Warren and Mr. Lowell stated that juvenile Snake River Chinook salmon and potentially Snake River steelhead in the Middle Salmon River will seek refuge during the summer months in the mouths of tributaries to the Salmon River when water temperatures in the mainstem create unfavorable conditions. Typically, tributaries can demonstrate cooler water temperatures than those in the mainstem, and are therefore more conducive to the needs of Chinook salmon and steelhead. Mr. Warren emphasized that this is a trend observed by the IDFG and that because no previous studies have been performed by the IDFG, that this may or may not be the case at the mouth of lower Lake Creek.

Mr. Warren and Mr. Lowell also confirmed that a natural falls exists at the mouth of lower Lake Creek and that this could be a barrier to upstream migration in Lake Creek for fish in the Salmon River. Both IDFG staff also called attention to an irrigation diversion located at the mouth of lower Lake Creek in the Salmon River, which is essentially a linear segment of boulders or rip rap that extends downstream from mouth of lower Lake Creek in the Salmon River. This diversion, IDFG staff stated, is used by a farmer along the Salmon River who has water rights to withdraw a specific amount of water from the Salmon River. Staff could not comment on the specifics of the water right(s) associated with the diversion; however, did acknowledge that given the spacing of the diversion from river left (left bank of the river when facing downstream), that under certain flow conditions, it could be possible for fish to swim between the diversion and the banks of the river to the base of the falls at lower Lake Creek.

Mr. Warren stated that he did not have information regarding the fish community in the impoundment on Lake Creek associated with the project.

Regarding Williams Lake, Mr. Warren stated that there is a known population of resident rainbow trout in Williams Lake above lower Lake Creek which could potentially demonstrate adfluvial behavior; that is, swimming into upper Lake Creek from Williams Lake to spawn. Trout access to lower Lake Creek is not possible due to discontinuity of Williams Lake and lower Lake Creek.

**FEDERAL ENERGY REGULATORY COMMISSION
MEMORANDUM**

DATE: June 23, 2010

FROM: Joy Kurtz, Aquatic Ecologist
Division of Hydropower Administration and Compliance
Office of Energy Projects
(202) 502-6760

TO: Commission and public files for Sunshine Hydroelectric Project
(FERC PROJECT No. P-9907)

SUBJECT: Filing attached response from the National Marine Fisheries Service regarding the Commission's request on May 18, 2010 for the following endangered species information within the Sunshine Hydroelectric Project area:

- Federally-listed threatened and/or endangered species
- Species proposed for listing as threatened or endangered
- Designated critical habitat
- Proposed critical habitat
- Candidate species

The attached response was received by Joy Kurtz via electronic mail, instead of a hard copy- formal letter, as preferred by the sender, Mr. Bill Lind, of the National Oceanic and Atmospheric Administration's National Marine Fisheries Service Idaho Field Office on June 18, 2010.

RECEIVED
FEDERAL ENERGY
REGULATORY COMMISSION

2010 JUN 23 P 3:47

RECEIVED
SECRETARY OF THE
COMMISSION

Joy M. Kurtz

From: Bill Lind [Bill.Lind@noaa.gov]
Sent: Friday, June 18, 2010 9:11 AM
To: Joy M. Kurtz
Subject: Sunshine Hydro Project under P-9907

Good morning Joy. Thank you very much for helping me figure out the location of this project. The project in question is on Lake Creek, a tributary to the mainstem Salmon River. The project site is located downstream from Williams Lake, which is designated critical habitat for Snake River Basin steelhead and Snake River Chinook salmon. In addition, both species are potentially present in Lake Creek below the Williams Lake. Both of these species are currently listed as Threatened under the Endangered Species Act (ESA). Also, because the project is only about 1/2-mile from the mainstem Salmon River, any analysis of effects for this project should also consider potential effects to ESA-listed fish species in the mainstem Salmon River. The mainstem Salmon River is occupied by Snake River Chinook salmon, Snake River Basin steelhead, Snake River sockeye salmon (Endangered), and designated critical habitat for all three species. Please let me know if I can be of further assistance in this matter. Thanks.

--

 **Bill Lind**
South Idaho Branch Chief
NOAA Fisheries
Habitat Conservation Division
10095 W. Emerald
Boise, ID 83704
Phone: (208) 378-5697
Fax: (208) 378-5699



Please consider the environment before printing this email

6/23/2010

DAM SAFETY INSPECTION REPORT
FEDERAL ENERGY REGULATORY COMMISSION (FERC)
OFFICE OF ENERGY PROJECTS (OEP)
DIVISION OF DAM SAFETY AND INSPECTIONS (D2SI)
PORTLAND REGIONAL OFFICE (PRO)

For the period August 16, 2007 to July 14, 2010

Licensee Mr. Jerry McMillan and Ms. Christine Smith

Project No. 9907-ID
NATDAM ID No. N/A

Project Name Sunshine Power

Location Lake Creek, Lemhi, Idaho
(Waterway or Reservation) (County) (State)

License Issued March 20, 1987 Expires Feb. 28, 2037 Type Minor

Date of Last Amendment February 23, 1996

Inspected by Glenn Koester Date July 14, 2010

Parts of Project Inspected The dam, penstock path, and outside of the powerhouse

Weather Sunny, 80's

Accompanied by Joy Kurtz of FERC-DHAC

FEDERAL ENERGY
REGULATORY COMMISSION

AUG 13 2007

PORTLAND
REGIONAL OFFICE

Aug 7, 2007
Sunshine Diversion Project #9907
Christine Smith
PO Box 1088
Beaver, UT 84713
435-676-8966
chiropractor@scinternet.net

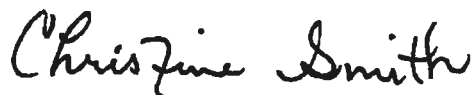
FERC
Mr. Patrick Regan
101 SW Main St., Suite No. 905
Portland, OR
97204

Dear FERC:

I'm writing to inform you of the sale of our power plant and property. Sunshine Diversion Project # 9907 changed ownership on July 31, 2007. The contact information for the new owner is:

Claudia Burkhardt
Box 311
Wilson, WY 83014
Cell # 307-699-2638

Sincerely,



Christine Smith

Adan Archuleta

From: Adan Archuleta
Sent: Monday, July 23, 2007 6:42 AM
To: 'chiropractor@scinternet.net'
Cc: Douglas D. Boyer; Edward Perez; Patrick Regan; 'Ren_Lohofener@fws.gov'; 'crobertson@ldfg.idaho.gov'
Subject: Sunshine Diversion Hydro Project Safety Inspection, FERC No. 9907

Dear Ms. Smith:

This is to confirm my July 3, 2007 telephone conversation with you about the August 16, 2007 dam safety inspection of the Sunshine Diversion Hydroelectric Project, FERC No. 9907. I will meet with your representative around 9:30 a.m. on the 16th.

Prior to the inspection, please review the enclosures provided in our May 9, 2007 letter to you. As appropriate, spillway gate tests, emergency action plans (EAPs), minimum flows, and other matters referenced in the enclosures will be discussed. During the inspection it is required that the EAP coordinator or other individual familiar with the EAP preparation be available to discuss the project EAP, notification flow charts, inundation maps, information contained therein, and coordination with plan holders. It is also requested that an individual familiar with the instrumentation at the dam, including the location of the instruments, the manner of reading the instruments, and the evaluation of the data be available during the inspection.

I will be reviewing your security measures to determine if reasonable measures are in place, and will also be reviewing your vulnerability assessment and/or security plan in detail. Please be prepared to review and discuss your security measures at the time of the inspection, including ensuring that the proper documentation and security personnel are available at the time of the inspection.

By copy of this e-mail, the individuals cc:ed above are being advised of the inspection and are requested to notify me at (503) 552-2717, prior to the inspection, if they plan to attend. Please note that agency representatives will be excused prior to security discussions.

Sincerely,

Adan G. Archuleta
Civil Engineer

Federal Energy Regulatory Commission
101 S.W. Main Street, Suite No. 905
Portland, OR 97204

Office : (503) 552 - 2717
FAX : (503) 552 - 2799
e-mail : adan.archuleta@ferc.gov

Adan Archuleta

From: Adan Archuleta
Sent: Monday, June 05, 2006 8:05 AM
To: 'dlama@orderoftherose.org'
Cc: Edward Perez; Patrick Regan; Douglas D. Boyer
Subject: 9907 Annual Spillway Gate Certification

Ms. Smith,

This is to acknowledge your May 8, 2006 letter transmitting the annual spillway gate operation certification for the Sunshine Power Project, FERC No. 9907. Since your project has no spillway gates, you do not have to submit a spillway gate operation certification in the future.

This e-mail is being sent in lieu of a letter. If you have any questions, please call me at (503) 552-2717.

Adan G. Archuleta
Civil Engineer

Federal Energy Regulatory Commission
101 S.W. Main Street, Suite No. 905
Portland, OR 97204

Office : (503) 552 - 2717
FAX : (503) 552 - 2799
e-mail : adan.archuleta@ferc.gov

FEDERAL ENERGY REGULATORY COMMISSION

Office of Energy Projects
Division of Dam Safety and Inspections
Portland Regional Office
101 S.W. Main Street, Suite #905
Portland, Oregon 97204

APR - 6 2006

In reply refer to:
P-9907-ID

Ms. Christine Smith
P.O. Box 1088
Beaver, UT 84713

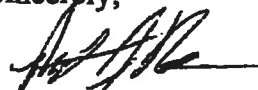
Dear Ms. Smith:

This is to acknowledge your January 26, 2006 letter informing this office of the change in ownership of the Sunshine Hydroelectric Project, FERC No. 9907.

You indicated that there has been a recent change in ownership of the power plant; that Mr. Jerry McMillan deeded his interest in the property in Salmon, Idaho, to you, including the hydroelectric project. In order for this transfer to be properly effected, you must file an application for transfer of ownership with the Secretary, Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426. Questions concerning transfer procedures should be addressed to the office of Mr. Joe Morgan, Director, Division of Hydropower Administration and Compliance, at (202) 502-6377.

Thank you for your continued cooperation. If you have any questions, please contact Mr. Adan Archuleta of this office at (503) 552-2717.

Sincerely,



Patrick J. Regan, PE
Regional Engineer

UNITED STATES OF AMERICA 108 FERC ¶ 62,195
FEDERAL ENERGY REGULATORY COMMISSION

Jerry L. and Christine McMillan

Project No. 9907-016

ORDER AMENDING LICENSE

(Issued August 24, 2004)

On July 26, 2004, as supplemented on August 19, 2004, Jerry L. and Christine McMillan, co-licensees for the Sunshine Project, have requested that their license¹ be amended to reflect Christine McMillan's new last name. The project is located on Lake Creek in Lemhi County, Idaho.

As a result of Christine McMillan's divorce and remarriage, the license shall be amended as requested.²

The Director orders:

(A) The license for the Sunshine Project No. 9907 is amended to change Christine McMillan's name to read Christine Smith.

(B) This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

John E. Estep
Division of Hydropower
Administration and Compliance

¹ 38 FERC ¶ 62,282 (1987).

² Jerry L. McMillan and Christine Smith remain joint owners of the project.

September 3, 2004
Christine Smith
P.O. Box 1088
Beaver, UT 84713

REGULATORY DIVISION
04 SEP - 3 11 11:13
04 SEP 8
PORTLAND REGIONAL OFFICE

FERC
Office of Energy Projects
Division of Dam and Safety Inspections
Portland Regional Office
101 S.W. Main Street, Ste #905
Portland, OR 97204
RE: P-9907-ID

Dear FERC:

In regards to the operation inspection on July 14, 2004, Doris Salo, the onsite caretaker of P-9907-ID, has assured us that the following items have been taken care of:

1. The trashracks are free of clogging debris
2. The weeds have been removed from the dam

In addition, Ms. Regina Saizan at DHAC in Washington D.C. FERC office has been notified in writing, by both Mr. McMillan and myself, of my name change.

We will be in Salmon Oct 14 -17. We'll verify for ourselves, at that time, that everything is in order.

Sincerely,

Christine Smith
Christine Smith

FEDERAL ENERGY REGULATORY COMMISSION

Office of Energy Projects
Division of Dam Safety and Inspections
Portland Regional Office
101 S.W. Main Street, Suite #905
Portland, Oregon 97204

JUL 16 2002

In reply refer to:
P-9907-ID

Mrs. Chris McMillan
1157 N. Hughes St.
Centerville, UT 84014-1563

Dear Mrs. McMillan:

This is to confirm your July 11, 2002 e-mail about the August 14, 2002 operation inspection of the Sunshine Hydroelectric Project, FERC No. 9907. I will meet you at the Main Street Subway Sandwich in Salmon, Idaho, at about 11:30 a.m. on the 14th.

Prior to the inspection, please review the enclosures provided in our February 14, 2002 letter to you. As appropriate, spillway gate tests, emergency action plans (EAPs), minimum flows, and other matters referenced in the enclosures will be discussed. During the inspection it is required that the EAP coordinator or other individual familiar with the EAP preparation be available to discuss the project EAP, notification flow charts, inundation maps, information contained therein, and coordination with plan holders. It is also requested that an individual familiar with the instrumentation at the dam, including the location of the instruments, the manner of reading the instruments, and the evaluation of the data be available during the inspection.

Security at hydropower projects is an issue of critical importance. In October and November 2001, we asked you to assess the security requirements of your project, and to tighten security, as appropriate. In addition, by June 7, 2002 certified letter, we addressed security programs for hydropower projects and advised that they would be a special focus of this year's inspections. During this year's operation inspection, I will discuss this assessment of the security needs and the adequacy of your responses, and will review the reasonableness of the security measures at your project. This on-site, one-on-one discussion is an opportunity for an open, but protected, dialog on project security requirements and measures and how they are being met, or can better be met. It is important to note that all information related to the security at your project including what is discussed during the operation inspection of your project has not and will not be available in the Commission's public records. We encourage you to continue sharing your ideas and issues with us as a means of improving project security for yourself and for others.

W
FERC DOCKETED

By copy of this letter, the agencies listed below are being advised of the inspection and are requested to notify me at (503) 944-6726, prior to the inspection, if they plan to attend. Please note that agency representatives will be excused prior to security discussions.

Sincerely,



Chin Y. Lee
Civil Engineer

cc: Mr. Steven Huffaker, Director
Idaho Department of Fish and Game
P.O. Box 25
Boise, Idaho 83707

Ms. Anne Badgley
Regional Director
U.S. Fish and Wildlife Service
911 N.E. 11th Avenue
Portland, Oregon 97232-4181

FEDERAL ENERGY REGULATORY COMMISSION
PORTLAND REGIONAL OFFICE

P-9907

01 JUN 22 PM 11:11
TELEPHONE/MEETING RECORD

DATE: June 19, 2001 REGY

TIME: 9:30 AM

CALLED BY: Chin Lee REGULATORY COMMISSION OF D2SI-PRO

ANSWERED BY: Christine McMillan OF Sunshine Power

TELEPHONE NO. & STATUS OF OUTSIDE PARTY 801 296-6997 X LICENSEE
EXEMPTEE
OTHER

PROJECT NAME/NO. Sunshine Power, P9907

SUBJECT DISCUSSED: Maintenance works

SUMMARY OF DISCUSSION

The licensees (Jerry and Christine) now live most of the time in Salt Lake City area. They plan to replace water sensor wiring from the intake site to the power house, so that automatic control of the power generation unit can be restored. Next November, routine maintenance of the turbine and the generator will be performed. The penstock valve will be closed. No freezing problem is anticipated as the valve is inside the heated power house, and the penstock is buried about 10 feet deep. The spring water pond never freezes, and the intake is about 4 feet below water surface. There will be no change in capacity. When the licensee are in Utah, a neighbor near the project site will take care of the project.

FURTHER ACTION REQUIRED: _____

cc: RIMS x D2SI x DHAC FILES x

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R/E 10/00

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OFFICE OF THE SECRETARY

96 JUL 29 PM 1:13

JUL 24 1996

FEDERAL ENERGY
REGULATORY COMMISSION

In reply refer to:
OHL-PRO-9907-ID

Mr. Jerry Lee McMillan
250 Courtyard Drive, #312
Dakota Dunes, SD 57049

Dear Mr. McMillan:

During the July 9, 1996 operation inspection of the Sunshine Diversion Hydroelectric Project, FERC No. 9907, Messrs. Bill Lagnion of this office and Gary Hawkins, project operator, discussed the following matters:

1. At the time of the inspection, Mr. Hawkins indicated that he was not clear on when to operate the fish ladder. An Idaho Department of Fish and Game March 23, 1994 letter (copy enclosed) to Mr. A. W. Brown, the previous licensee, essentially states that operation of the fish ladder is required whenever there is inflow into the project impoundment from Lake Creek. As licensee, you should comply with this requirement.

2. Excessive vegetative growth was observed on the project dam's crest and abutment area. This vegetation should be removed.

3. Minor erosion at the left abutment near the project intake was observed. This area should be repaired.

Please provide a plan and schedule to this office for completing Items 2 and 3, noted above, within 45 days of date of this letter.

If you have any questions, please contact Mr. Lagnion at (503) 326-5858, extension 236.

Sincerely,

Harry T. Hall
Acting Regional Director

Enclosure

bcc: D2SI (2)
File (9907, Reading, Suspense)
Lagnion

JUL 29 1996

9609190221

FERC - DOCKETED
JUL 29 1996



IDAHO FISH & GAME

SALMON REGION
P.O. Box 1336
Salmon, ID 83467-1336
(208) 756-2271

FILED
OFFICE OF THE SECRETARY
96 JUL 29 PM 1:13

FEDERAL FOREST
REGULATORY COMMISSION

IDAHO REGIONAL OFFICE

91 APR -5 AM 9:30

March 23, 1994

Mr. A.W. Brown
A.W. Brown Co., Inc.
3416 Via Lido, Suite F
Newport Beach, CA 92663

Dear Mr. Brown:

Concerning operations of the Lake Creek hydro project, Lemhi County, Idaho: the fish ladder should be operated whenever over-surface flows enter the dam pool. Operation of the fish ladder will not be required when the channel is dry immediately above the dam pool.

The Department of Fish and Game does request access to the dam pool and use of the fish ladder for the purpose of taking eggs or fish for fish cultural purposes.

Hopefully this change in operations will help your operations and the fishery as well.

Sincerely,

Gary Power
Regional Supervisor
Salmon Region

GP:MRL:jw

Cecil D. Andrus / Governor
Jerry M. Conley / Director



Working for wildlife since 1838