

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 63-09206

Priority: January 06, 1979

Maximum Diversion Rate: 450.00 CFS

It is hereby certified that BOISE PROJECT BOARD OF CONTROL
2465 OVERLAND RD
BOISE ID 83705 has complied with the terms and conditions of the permit,
issued pursuant to Application for Permit dated January 05, 1979; and has submitted Proof of Beneficial
Use on January 09, 2007. An examination confirms water is diverted from:

SOURCE

BOISE RIVER

Tributary: SNAKE RIVER

and a water right has been established as follows:

BENEFICIAL USE

POWER

PERIOD OF USE

03/15 to 11/15

DIVERSION RATE

450.00 CFS

LOCATION OF POINT(S) OF DIVERSION:

BOISE RIVER L17 (NW1/4SW1/4) Sec. 3, Twp 02N, Rge 03E, B.M.

ADA 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	
02N	01W	33																	X

CONDITIONS OF APPROVAL

1. This water right authorizes the generation of power only when the water is diverted from the Boise River under rights for irrigation or other authorized purposes.
2. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63 - Boise River.
3. This right does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.
4. This right does not grant any right-of-way or easement across the land of another.

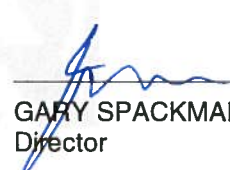
State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 63-09206

5. The rights for the use of water confirmed in this license shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.
6. The term of this water right license shall run concurrently with energy sales agreement Case Number IPC-E-06-13, Order Number 30088 approved by the Idaho Public Utilities Commission, which expires on April 13, 2026. 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 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 prior term and any prior conditions on the water right license shall remain in effect.
7. Use of water under this right shall be non-consumptive.
8. Project location is the Mora Drop on the Mora Canal.

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 24 day of November, 2015.

For 
GARY SPACKMAN
Director



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

November 25, 2015

BOISE PROJECT BOARD OF CONTROL
2465 OVERLAND RD
BOISE ID 83705

RE: License No. 63-9206

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)

c: ALBERT P BARKER
WATER DISTRICT# 63

CERTIFICATE OF SERVICE

I hereby certify that on November 27, 2015, 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. 63-9206

**ALBERT P BARKER
BARKER ROSHOLT & SIMPSON LLP
PO BOX 2139
BOISE ID 83701-2139**

**BOISE PROJECT BOARD OF CONTROL
2465 OVERLAND RD
BOISE ID 83705**

**WATER DISTRICT# 63
REX BARRIE
PO BOX 767
STAR ID 83669-0767**



**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.

Edl, Michele

From: Albert Barker [apb@idahowaters.com]
Sent: Wednesday, September 23, 2015 8:40 PM
To: Edl, Michele
Cc: tpage@boiseproject.org; dennis@rsicorp.net; Terry Daugherty
Subject: RE: permit 63-9206

Ms. Edl-

We have assembled most of what I need to have to provide a response to your questions, to the extent that we can. I will need a few more days beyond September 25th. I will have no trouble getting you a response by the end of September. Thank you for your patience.

Albert P. Barker
Barker Rosholt & Simpson LLP
1010 W Jefferson, Suite 102
Boise, Idaho 83702
(208) 336-0700

CONFIDENTIALITY NOTICE: This e-mail and its attachments are confidential and may be privileged. If you believe this e-mail has been sent to you in error, please notify the sender immediately and delete this email. Do not deliver, distribute or copy this transmission.

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Friday, September 11, 2015 5:39 PM
To: Albert Barker <apb@idahowaters.com>; tpage@boiseproject.org; dennis@rsicorp.net; Terry Daugherty <terry@rsicorp.net>
Subject: permit 63-9206

Gentlemen,

First some good news. I understand that the licenses for Arena Drop and Fargo Drop #1 have been signed and are en route to you.

Second, as you know I am writing up the report of my findings for the Mora Drop project. I have already requested data from the development period of this permit (63-9206) and you still have two weeks to provide it. Since my site visit I have learned that this project was commissioned in September 2006, only a few months before the development period ended in January 2007. So I realize that there may not be much data available.

As you will soon see, Mr. Barker and I have successfully argued that no volume is needed for the licensing of these three projects. And that may simplify your response to my earlier data request.

I still have a couple information gaps.

- 1) Unlike the Arena Drop and Fargo Drop #1 projects, I do not have access to contemporary engineering drawings of the Mora Drop project. Would it be possible to provide me with some general plan and elevation drawings?
- 2) I failed to confirm whether or not the alternative and/or supplemental water route using the Mora 2 Wasteway was developed. I can trace water delivery from the Diversion Dam through the main Mora Canal, but I haven't found "where the "Wasteway intersects the Highline Canal". (The quote is from a 1978 engineering proposal for the project. The alternative route was proposed to provide additional water or year-round water). If it hasn't been developed and used, then I don't need to know any more for the license. However,

understanding the location of the Mora 2 Wasteway, which 'highline' canal is intersected and what is the source of the water in the Wasteway, would be good information to pass on to DWR's GIS-mapping personnel.

I would be happy to draft another formal request for this extra information. But I am hoping that responses to 1) and 2) can be provided by the September 25 target date which I have set for the generation and flow data. Don't hesitate to call me with your questions about these licenses.

Sincerely,
Michele Edl
287-4946

MEMORANDUM

DATE: September 10, 2015

TO: Water Right Files 63-9206, 63-33329, and 63-33599

FROM: Shelley W. Keen ^{SWK}

RE: No annual volume limit necessary

Permits 63-9206, 63-33329, and 63-33599 authorize off-stream power generation using water diverted into the Boise Project canal system for irrigation and other purposes during the irrigation season. Beneficial Use Examination Rule 35.01.j.v exempts "on-stream, run-of-the-river, non-consumptive power generation uses" from annual volume limits. Water right licenses for off-stream power generation normally receive annual volume limits based on the beneficial use accomplished during the development period authorized by the permit.

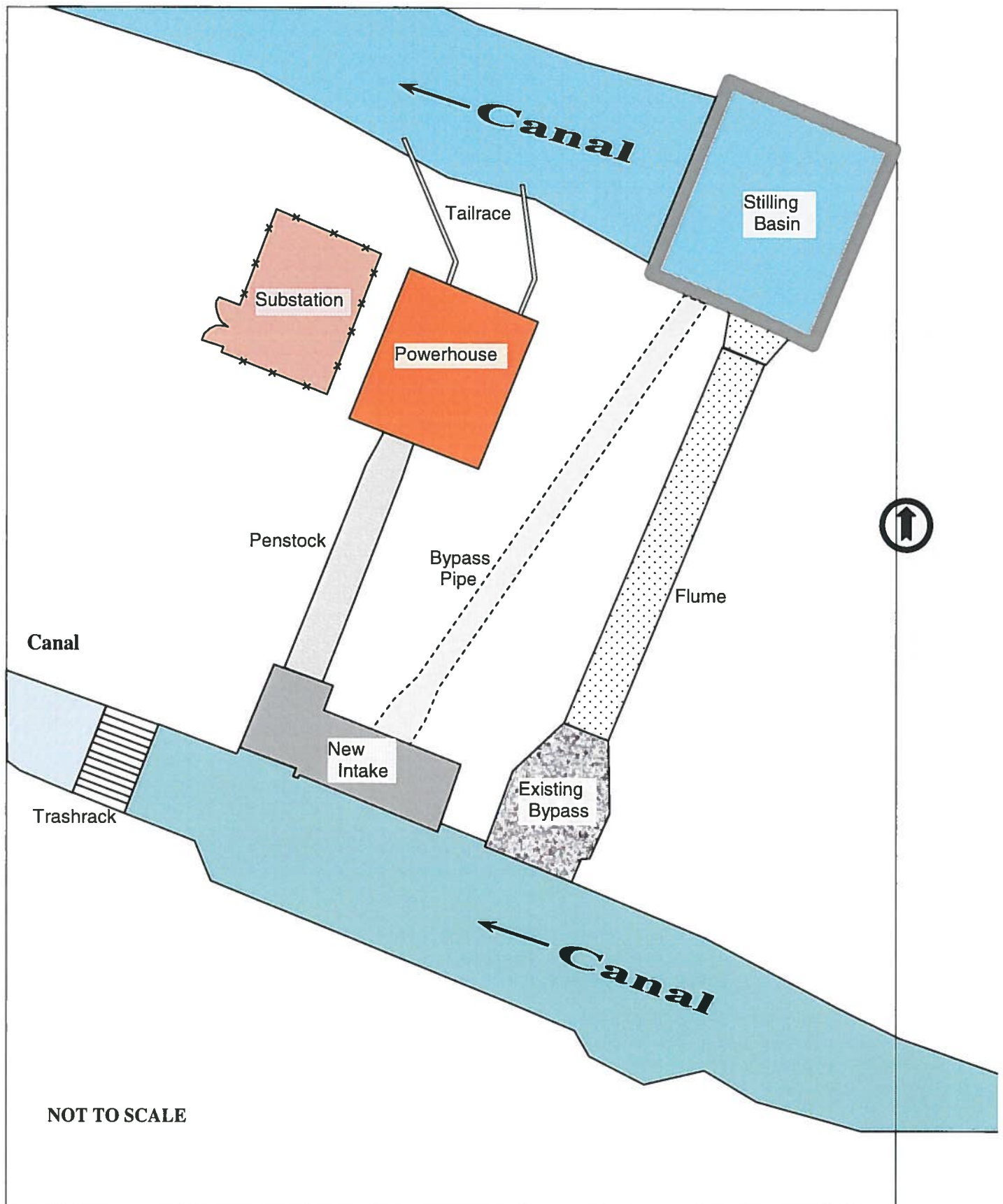
Volume limits on off-stream hydropower rights are necessary to guard against enlargement in two scenarios. In the first scenario, water is diverted to an off-stream hydropower plant and then returned to the source stream downstream. If a junior on-stream hydropower plant were established between the point of diversion and the point of return for the off-stream plant, enlarging the volume diverted to the off-stream plant would injure the on-stream junior. In the second scenario, water used in the off-stream hydropower plant is not returned to the source stream. In that case, enlargement of the water diverted to the off-stream hydropower plant would injure any junior hydropower right diverted downstream from the point of diversion for the off-stream plant.

Rights 63-9206, 63-33329, and 63-33599 are examples of the second scenario described above. Therefore, IDWR would normally impose volume limits to prevent enlargement. However, because they are limited to using only water already diverted into the canals for other purposes, such as irrigation, there is no opportunity for these power producers to enlarge their diversions from the Boise River of their own volition under their own priority dates. Adding a volume limit would provide no safeguard, and it would serve only to restrict the right holder's opportunity to generate power. Therefore, no volume limit will be imposed on the licenses for Rights 63-9206, 63-33329, and 63-33599.

Edl, Michele

From: Christopher White [Christopher.White@ferc.gov]
Sent: Monday, August 31, 2015 8:37 AM
To: Edl, Michele
Subject: map **WR# 63-9206**
Attachments: map.doc

Michele,
Please see attached.
Enjoy the rest of your summer and see you next inspection season.
Thanks,
Chris





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

August 24, 2015

BOISE PROJECT BOARD OF CONTROL
2465 OVERLAND RD
BOISE ID 83705

RE: Permit 63-9206 Additional Information Request

Dear Permit Holder,

On March 5, 1979, the Idaho Department of Water Resources (IDWR) approved Permit 63-9206 authorizing the diversion of 900 cfs of water from the Boise River within NWSW of section 3, Township 2 North, Range 3 East, to be used for power generation.

On January 9, 2007, the department received a Proof of Beneficial Use statement (Proof) for Permit 63-9206. With the acceptance of that statement, the development period of the permit ended and the next step of the licensing process was initiated.

The final step in the water appropriation process is the issuance of a Water Right License. By issuing a license, IDWR recognizes that you have met the requirements for establishing a water right. A license can be issued only for development that occurred prior to the date that Proof was filed. If you have not diverted water and applied it to a beneficial use within the time period authorized by your permit, no license can be issued. After the Proof statement has been submitted, a permit cannot be retained to cover future development of the resource.

On August 17, 2015, I visited the place-of-use in conjunction with the scheduled FERC inspection of the Mora Drop project. During the site visit, I was able to confirm that a beneficial use of water was occurring and had likely occurred during the development period. I found that a powerhouse had been constructed and that it contained a turbine-generator pair and the necessary auxiliary equipment. I confirmed that approximately 580 cfs of water was being diverted and put to beneficial use generating power and that the turbine appeared capable of utilizing a higher flow rate than I had witnessed.

I am writing the field report which describes my findings. However, my site visit occurred after the development period of the permit. I did not collect operation data from the development period nor has that data been submitted to IDWR previously. The extent of the beneficial use which has been developed in accordance with your permit is unclear.

My report of the beneficial use will include recommendations for the elements of the water right. According to Beneficial Use Examination Rule 37.03.02.035 j, on-stream, run-of-river hydropower projects are exempt from the requirement of a volume recommendation. This facility doesn't qualify under that rule, so a volume of water beneficially used must be determined.

Therefore, to facilitate the licensing of your permit, please provide:

- 1) One year's worth of daily generation data and the companion flow data. The data should be from the best generation year within the development period of the permit. For Permit 63-9206 that period is March 5, 1979 through January 9, 2007.
- 2) Evidence that more than 580 cfs was put to beneficial use during the development period of Permit 63-9206.

Permit 63-9206 AIR

You have recently provided similar information for the licensing effort of two of your other water rights: 63-33329, the Arena Drop project, and 63-33599, the Fargo Drop project. But I realize that the data I need may not be readily available.

Therefore, please provide the requested information within the next thirty (30) days.

Don't hesitate to contact me for clarification or with other questions related to this water right permit.

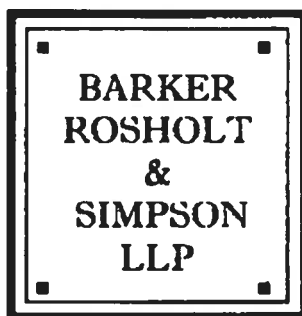
Respectfully,

A handwritten signature in cursive script, appearing to read "Michele D. Edl".

Michele D. Edl (E.I.T.)
Senior Water Rights Agent
208-287-4946
Michele.edl@idwr.idaho.gov

CC: A Barker (via email)
T Page (via email)
D Daugherty (via email)
T Daugherty (via email)

*Albert P. Barker
John A. Rosholt
John K. Simpson
Travis L. Thompson
Shelley M. Davis
Paul L. Arrington*



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(208) 733-0700 telephone
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jara@idahowaters.com

Albert P. Barker
apb@idahowaters.com

FEDERAL ENERGY
REGULATORY COMMISSION

December 28, 2006

DEC 29 2006

Dec 29, 2006

PORTLAND
REGIONAL OFFICE

Patrick J. Regan, P.E.
Regional Engineer
Federal Energy Regulatory Commission
Office of Energy Projects
Division of Dam Safety and Inspections
101 S.W. Main Street, Suite 905
Portland, Oregon 97204

***Re: Your Reference: P-3403-ID
Mora Hydroelectric Facility
FERC Exemption No. 3403***

Dear Mr. Regan:

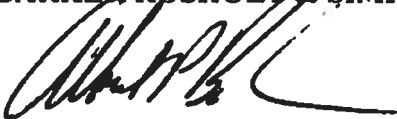
I am enclosing three copies of the final Construction Report for the Mora Drop project FERC No. 3403. Mr. Jeff Racicot of your staff was very professional in his assistance and review of the construction of this project.

The Licensees appreciate this opportunity to work with your office.

Please contact me if you have any further questions.

Very truly yours,

BARKER ROSHOLT & SIMPSON LLP



Albert P. Barker

APB/sc
Enclosures

**FINAL CONSTRUCTION REPORT
MORA DROP HYDROELECTRIC PROJECT
FERC NO. 304**

OWNERS: Boise-Kuna Irrigation District, Nampa and Meridian Irrigation District, New York Irrigation District, Wilder Irrigation District, Big Bend Irrigation District, and Boise Project Board of Control

OPERATOR: Riverside Hydro I LLC

CONTRACTOR: Riverside, Inc.

ENGINEER: Ted S. Sorenson, P.E.

NAME PLATE RATING

1.9 MW. See Idaho Power Company August 31, 2006 letter to Riverside Hydro, LLC. There are no discrepancies between the Name Plate Rating data on the turbines and generators from the approved exemption requirements.

MERCHANT GENERATION

September 1, 2006. See attached letter from Idaho Power to Riverside Hydro LLC dated August 31, 2006.

**DATES UPON WHICH SUBSEQUENT GENERATORS WENT ONLINE
COMMERCIALY**

Not applicable. The project consists of one generator.

DATE OF COMPLETION OF THE PROJECT

October 30, 2006.

DISCUSSION

The construction sequence is set forth in the previously submitted reports from Riverside. Additional photographs of the major structures and components are attached

with this report on a cd rom. There were no major design modifications between the original design and the as-built project. The overall results of quality control testing were good and are detailed in the previous reports submitted on behalf of the project by Riverside. The project experienced no important problems requiring resolution during the construction or initial operation. Some initial delays were experienced in obtaining necessary approvals from the local permitting authorities but those were routine permitting issues. Surveillance and monitoring of instrumentation is managed through a SCATA system with a dial-out system for shutdown and alarms. The plant is connected to the offices of Riverside, Inc. During initial operational phases any restarts will be by dispatch to the plant. Assuming operations in startup and shutdown go smoothly, the project will transition to remote startup. The project has no reservoir, as it is built on a canal drop on the Boise project system. Therefore, there is no reservoir filling operation associated with this project.

To obtain approval from the Bureau of Reclamation, which has jurisdiction over the canal system, Riverside conducted several full load rejections with everything possibly failing. All emergency backups worked according to plan. The Bureau had no additional recommendations for Riverside. The inspecting engineers had no additional observations concerning the construction or operation of the project.

Attached to this final report are the following exhibits:

- (a) Letter from Randy Allphin, Idaho Power Company, August 31, 2006 to Dennis Daugherty, Riverside Hydro, certifying the facility as a qualifying facility, and

- (b) Engineer's Certification of Design & Construction Adequacy from Sorenson Engineering,
- (c) Engineer's Certification of Ongoing Operations and Maintenance from Sorenson Engineering,
- (d) Emergency Action Plan for the Mora Drop project (FERC No. 3403),
- (e) Mora Drop Hydroelectric Project Operating Agreement,
- (f) CD Rom photographs of the project, and
- (g) FERC Form No. 556 filed August 28, 2006.

EXHIBIT "A"



An IDACORP Company

Randy C. Allphin
Contract Administrator

August 31, 2006

Riverside Hydro I, LLC
Attn: Dennis Daugherty
P O Box 720
Parma, ID 83660

Original: U S Mail

E-mail Copy: dennis@rsicorp.net

RE: Riverside Hydro I, LLC – Mora Drop Small Hydro Project

Dear Dennis,

As specified in the Energy Sales Agreement between Riverside Hydro I, LLC and Idaho Power, various requirements must be completed prior to the Mora Drop Small Hydro Project delivering energy to Idaho Power. Summarized below is a listing of these initial requirements and the compliance status as of the date of this letter.

Qualifying Facility Certification

Paragraph 3.2 Seller required to warrant that the Facility is a "Qualifying Facility".

- ✓ Idaho Power has received documentation supporting that a self certification has been filed for this project that satisfies this requirement.

FERC License

Paragraph 3.3 Seller required to possess a valid FERC or exemption from FERC licensing.

- ✓ Information contained within the letter from your legal counsel states that the project holds an exemption from FERC for this project, Mora Drop No. 3403. This information satisfies this requirement.

Conditions to Acceptance of Energy

Prior to the First Energy Date and as a condition of Idaho Power's acceptance of deliveries of energy from the Seller,

Paragraph 4.1.1 Seller required to submit proof to Idaho Power that all licenses, permits or necessary approvals have been received by the Seller.

Paragraph 4.1.2 Seller required to submit to Idaho Power an Opinion Letter signed by an attorney admitted to practice and in good standing in the State of Idaho providing an opinion that all of the Seller's permits, licenses all other necessary approvals are complete and validly issued.

- ✓ Idaho Power has received a legal opinion letter that adequately addresses Paragraph 4.1.1 and 4.1.2 and satisfies these requirements.

Paragraph 4.1.3 Seller required to submit data to Idaho Power as Idaho Power may reasonably require to perform the Initial Capacity Determination.

- ✓ The stated nameplate rating of this facility is 1.9 MW. The Generation Interconnection Process has confirmed this nameplate rating and has designed the interconnection to accommodate this size of project. Idaho Power will conduct a site visit to visually confirm the nameplate rating in the near future. The initial review by the Generation Interconnection process is adequate documentation that the project will operate at / or less than 10 average MW on a monthly bases.

Paragraph 4.1.4 Seller required to submit to Idaho Power an Engineer Certification of Design and Construction and an Engineer Certification of Operations and Maintenance.

- ✓ Both certifications have been submitted and accepted by Idaho Power that satisfies this requirement.

Paragraph 4.1.5 Seller required to submit to Idaho Power written proof of all insurance required in Article XV.

- ✓ Idaho Power received insurance documents satisfying this requirement.

Paragraph 4.1.6 Seller required to provide proof that all Idaho Power Schedule 72 and Idaho Power Generation Interconnection process requirements have been completed.

- ✓ E-mail received from Scott Butler at Idaho Power confirming Schedule 72 and the Interconnection process has been completed.

Paragraph 4.1.7 Idaho Power will provide written confirmation that all conditions to acceptance of energy have been fulfilled.

- ✓ As of the date of this letter, Idaho Power confirms that all conditions to acceptance of energy have been fulfilled.

As documented above all requirements of Article IV – Conditions to Acceptance of Energy have been completed. Therefore, as specified in the Firm Energy Sales Agreement (paragraph 1.6) the First Energy date for this project is set to be 0001 hours, Mountain Time, September 01, 2006.

Please contact Idaho Power as specified in Appendix A of the agreement and provide information as to the planned operations of your project. In addition, during the initial testing and start up, please coordinate your testing with the Idaho Power individuals that have been working with you on the interconnection of your project.

General Information

As the Firm Energy Agreement specifies, Idaho Power will accept and purchase the energy from this project once the First Energy Date has been established. The applicable terms, conditions and pricing as specified in Agreement shall be applied.

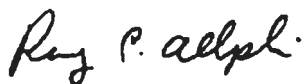
One of the items the Firm Energy Agreement specifies in the process of establishing an Operation Date for this facility, is that the Seller must request an Operation Date. This request must be in written format and cannot be requested for a date that has passed. Idaho Power will only begin evaluating an Operation Date once a request has been received from the Facility.

At the current time, the payments for energy from this project will be made out to and mailed to the name and address you have specified as the notice party and address contained within the agreement (Article XXVII of the agreement). If you wish the payment to be made out to and sent to a different party, please provide Idaho Power a written notification of this request. This notice must be signed by Dennis Daughtery as he is the only representative of Riverside Hydro that the agreement has established as having authority in these matters.

Our standard method of payment is via written check, we also are able to accommodate wire transfer of funds. If you wish to set up a wire transfer of funds, please contact me and I will forward to you the required documents.

Idaho Power's CSPP Account Administrator, Kelly Ready, will be handling the monthly processing of the energy receipts and energy payments from your project. If you have any questions in regards to energy payments please contact Kelly directly (208-388-2607, e-mail – Kready@idahopower.com) or do not hesitate to contact me with any questions you may have.

Sincerely,



Randy C Allphin
Idaho Power Company

cc. Idaho Power
Bart Kline
Mark Stokes
Kelly Ready
Michelle Miller
Mark Slusser
Randy Meyers
Kip Sikes

EXHIBIT "B"

APPENDIX C
ENGINEER'S CERTIFICATION
OF
DESIGN & CONSTRUCTION ADEQUACY

The undersigned Ted S. Sorenson PE on behalf of himself and _____, hereinafter collectively referred to as "Engineer", hereby states and certifies to Idaho Power as follows:

1. That Engineer is a Licensed Professional Engineer in good standing in the State of Idaho.
2. That Engineer has reviewed the Firm Energy Sales Agreement, hereinafter "Agreement", between Idaho Power as Buyer, and _____ Inc as Seller, dated _____.
3. That the cogeneration or small power production project which is the subject of the Agreement and this Statement is identified as IPCo Facility No _____ and is hereinafter referred to as the "Project".
4. That the Project, which is commonly known as the Mona Drop Hydroelectric FERC # 3403 Project, is located in Section _____ Township _____ Range _____, Boise Meridian, _____ County, Idaho.
5. That Engineer recognizes that the Agreement provides for the Project to furnish electrical energy to Idaho Power for a Twenty (20) year period.
6. That Engineer has substantial experience in the design, construction and operation of electric power plants of the same type as this Project.
7. That Engineer has no economic relationship to the Design Engineer of this Project and has made the analysis of the plans and specifications independently.
8. That Engineer has reviewed the engineering design of the Project, including the civil work, electrical work, generating equipment, prime mover conveyance system, Seller furnished Interconnection Facilities and other Project facilities and equipment.

9. That the Project has been constructed in accordance with said plans and specifications, all applicable codes and consistent with Prudent Electrical Practices as that term is described in the Agreement.

10. That the design of the Project is such that with reasonable and prudent operation and maintenance practices by Seller, the Project is capable of performing in accordance with the terms of the Agreement and with Prudent Electrical Practices for a Twenty (20) year period.

11. That Engineer recognizes that Idaho Power, in accordance with paragraph 5.3(2) of the Agreement, in interconnecting the Project with its system, is relying on Engineer's representations and opinions contained in this Statement.

12. That Engineer certifies that the above statements are complete, true and accurate to the best of his knowledge and therefore sets his hand and seal below.



By _____
(P.E. Stamp)

Date July 31, 2006

EXHIBIT "C"

APPENDIX C
ENGINEER'S CERTIFICATION
OF
ONGOING OPERATIONS AND MAINTENANCE

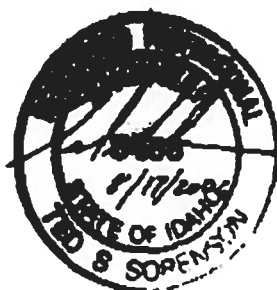
The undersigned Ted S. Sorenson P.E. on behalf of himself and Sorenson Engineering hereinafter collectively referred to as "Engineer," hereby states and certifies to the Seller as follows:

1. That Engineer is a Licensed Professional Engineer in good standing in the State of Idaho.
2. That Engineer has reviewed the Energy Sales Agreement, hereinafter "Agreement," between Idaho Power as Buyer, and Quincy Hydro LLC as Seller, dated 4/27/2006.
3. That the cogeneration or small power production project which is the subject of the Agreement and this Statement is identified as IPCo Facility No. IPC-F-0613 and hereinafter referred to as the "Project".
4. That the Project, which is commonly known as the Mora Dam Project, is located at 3100 Suck. McQuinn Road.
5. That Engineer recognizes that the Agreement provides for the Project to furnish electrical energy to Idaho Power for a twenty (20) year period.
6. That Engineer has substantial experience in the design, construction and operation of electric power plants of the same type as this Project.
7. That Engineer has no economic relationship to the Design Engineer of this Project.
8. That Engineer has made a physical inspection of said Project, its operations and maintenance records since the last previous certified inspection. It is Engineer's professional opinion, based on the Project's appearance, that its ongoing O&M has been substantially in accordance with said O&M Policy; that it is in reasonably good operating condition; and that if adherence to said O&M Policy continues, the Project will continue producing at or near its design electrical output, efficiency and plant factor for the remaining 20 years of the Agreement.

9. That Engineer recognizes that Idaho Power, in accordance with paragraph 5.2 of the Agreement, is relying on Engineer's representations and opinions contained in this Statement.

10. That Engineer certifies that the above statements are complete, true and accurate to the best of his knowledge and therefore sets his hand and seal below.

Date 8/17/2006



(P.E. Stamp)

By [Signature] P.E.

EXHIBIT "D"

BOISE PROJECT BOARD OF CONTROL
Boise, Idaho

EMERGENCY ACTION PLAN

MORA DROP

Operating Agency:

Boise Project Board of Control
Boise, Idaho

Prepared By:

Boise Project Board of Control
Boise, Idaho

M O R A D R O P E M E R G E N C Y A C T I O N P L A N

MORA DROP
Boise Project, Idaho

A. BUREAU OF RECLAMATION SUPERVISORY OFFICE HAVING JURDISDICTION

O&M Technical Services – West Unit

230 Collins road, Boise ID 83702-4520

Office Hours: 7:45 a.m. – 4:15 p.m. (Mountain)

Steve Jarsky; Manager; O&M/TS West.....Boise.....SRA-3100..(7:45-4:15) 208-383-2266
(cell) 208-859-1476

Fax 208-383-2275

B. OPERATING OFFICE

Boise Project Board of Control

2465 Overland Rd.

Boise, Idaho 83705

Paul Deveau.....Manager.....Boise Project Board of Control.....(7-4:30) 208-344-1141

Fax 208-344-1437

Radio – Boise Project BOC has its own radio net

Riverside Inc.....208-722-6731

Dennis Daugherty.....(home) 541-372-5590

(cell) 208-412-9815

Marshall Davis.....(home) 208-549-2904

(cell) 208-412-8585

Kevin Higuera.....(home) 208-402-0078

(cell) 208-412-9811

Steve Smith.....(home) 541-372-5570

(cell) 208-412-9820

After Hours

Paul Deveau.....Manager.....(home) 208-336-1884

Tim Page.....Assistant Manager.....(home) 208-461-7692

Dave McFate.....Watermaster, Division 3.....(home) 208-884-0809

C. DAMTENDER

Darez Allred.....DamTender.....(home) 208-922-4510

Pat Smith.....Dam Tender.....(home) 208-342-7227

(pager) 208-383-8226

Emergency Backup

Ground vehicle from dam to Boise, Idaho is 7 miles

D. UNUSUAL OCCURRENCE – in case of emergency; notify:

Ada County Sheriff.....Boise.....(county) 911.....(dispatch) 208-377-6790

(24-hr) 208-377-6500

Ada county Emergency Management Services.....Boise.....(8-5) 208-377-6645

Canyon County Sheriff.....Caldwell...(county).....(24-hr) 208-454-7531
Emergency Management.....(8:30-5) 208-454-7497. (sheriff) 208-454-7531

Idaho State Police (*District 3*).....Boise.(emergency) 208-846-7500.....(8-5) 208-334-3731

Boise River Watermaster...Les Sisco...Boise..(7-4) 208-378-0246..... (home) 208-377-5338
(cell) 208-861-3575

A. Law Enforcement and Civil Emergency

Ada County Sheriff.....Boise.....(county) 911..... (dispatch) 208-377-6790
(24-hr) 208-377-6500
Ada county Emergency Management Services....Boise.....(8-5) 208-377-6645
Canyon County Sheriff.....Caldwell...(county) 911.....(24-hr) 208-454-7531
Emergency Management.....(8:30-5) 208-454-7497...(sheriff) 208-454-7531
Idaho State Police (District 3).....Boise.(emergency) 208-846-7500.....(8-5) 208-334-3731
Federal Bureau of Investigation.....Boise..... (8-4:30) 208-344-7483
After hours, or if no answer.....Salt Lake City.....(24-hr) 801-579-1400

B. Idaho State Agencies

Bureau of Homeland Security
State Director, William Bishop.....Boise.....208-334-3460
(8-5 receptionist) 208-334-3460
Fax: 208-334-2322
Southwest Area Field Office-Pat Lucas.Boise.....(8-5) 208-238-9113
Governor's Office.....Boise.....(8-5) 208-334-2100

C. Federal Agencies

Bureau of Land Management
Lower Snake River District, Mgr. Glen Secrist....Boise.....(office) 208-384-3390
Fire Dispatch.....Boise.....(24-hr) 208-384-3400
Idaho State Director, K Lynn Bennett...Boise....(office) 208-373-4001).....(cell) 208-863-7175
(general information) 208-373-4000
Environmental Protection Agency
Region 10 (ID, OR, WA)
Hazardous Materials Response Team...Seattle.....(24-hr) 206-553-1263
(public Information) 206-553-1200
Idaho State Office.....Boise.....(8-5) 208-378-5746
Emergency Spills, Greg Weigel.....Boise..(paging service) 800-632-8000...(8-5) 208-378-5773
Federal Bureau of Investigation.....Boise..... (8-4:30) 208-344-7483
After hours, or if no answer.....Salt Lake City.....(24-hr) 801-579-1400
National Earthquake Information Center.Golden CO.....(7:30-4) 303-273-8500
(after hours, a recording provides duty officer's name and telephone number)
National Response Center (Coast Guard).Washington D.C.....(24-hr) 800-424-8802
(for reporting oil and hazardous waste spills at all locations)
National Weather Service
Idaho Forecast Office.....Boise.....(24-hr) 208-334-9508
Northwest River Forecast Center.....Portland.....(6-6) 503-326-7291
Hydrologist-in-charge, Harold Opitz.....(office) 503-326-7291
D-O-H, Don Laurine.....(office) 503-326-7291
(Development and Operation Hydrologist)

Regional Environmental Officer, Preston Sleeper..Portland..... (6:30-3:30) 503-231-6157
(cell) 503-807-3829 (home) 503-684-4082

Army (Bomb) Explosive Ordnance Disposal Detachment
62nd EOD...Tooele Army Depot.....Utah.....(24-hr) 435-833-2962
(30 southern Idaho counties, Wyoming and Utah)

O&M/TECHNICAL SERVICE - WEST UNIT

(of the Snake River Area Office)

230 Collins Road, Boise, ID 83702-4520

Office Hours: 7:45 a.m. - 4:15 p.m. (Mountain time)

Steve Jarsky, Manager, O&M/TS West

Telephone: 208-383-2200; Fax: 208-383-2275

NORMAL COMMUNICATION-for Reclamation-operated dams reporting thru Black Canyon Field

Office Control Center Operator.....Black Canyon Powerplant.....(24-hr) 208-365-2600

(24 hr backup #) 208-398-8582

Robert Adams, Facility Manager of Black Canyon Field Office..SRA-3110....(7-4:30) 208-365-2600 ext 13

(cell) 208-631-4478

Doug Straub, Powerplant Maintenance Work Leader.....SRA-3130....(7-4:30) 208-365-2600 ext 18

Terry Allison, Control Center Operation Work Leader.....SRA-3122....(7-4:30) 208-365-2600 ext 14

NORMAL COMMUNICATIONS-for administrative and engineering matters

Steve Jarsky, Manager of O&M/TS West-Boise.....SRA-3100.(7:45-4:15)208-383-2266

RADIO COMMUNICATION-O&M/TS West VHF-FM radio net. Transmit 169.1 MHz/Receive 169/675

MHz. Relay station on Shafer Butte connected with fixed stations at:

- Snake River Area Office.....KOF 820.....(F-2)
- Anderson Ranch Dam.....KOF 824.....(F-3)
- Arrowrock Dam.....KOF 826.....(F-2)
- Black Canyon Dam.....KOF 821.....(F-2)
- Boise River Diversion Dam.....KOF 827.....(F-2)
- Cascade Dam.....KOF 822.....(F-2)
- Deadwood Reservoir.....KOF 823.....(F-2)

After Hours-for Reclamation-operated dams reporting thru Black Canyon-

Notify one in the priority order listed

Control Center Operator.....Black Canyon Powerplant.....(24-hr) 208-365-2600 x10

(24-hr backup) 208-398-8582

Robert Adams, Facility Manager of Black Canyon Field Office..SRA-3110.....(home) 208-365-3154

Doug Straub, Powerplant Maintenance Work Leader.....SRA-3130.....(home) 208-585-3961

Terry Allison, Control Center Operation Work Leader.....SRA-3122.....(home) 208-466-2978

After Hours-for dams NOT operated by Reclamation-

On weekends, holidays, or after office hours, notify one in the priority order listed

Control Center Operator, Black Canyon Powerplant.....(24-hr) 208-365-2600 x10

(24-hr backup) 208-398-8582

Steve Jarsky, Manager, O&M/TS West.....SRA-3100.....(home) 208-336-2696

Karl S. Ames, Civil Engineer, O&M/TS West.....SRA-3107.....(home) 208-336-1324

Jerry Gregg, Area Manager.....SRA-1000.....(home) 208-377-1545

Rick Wells, Water Operation Team.....SRA-6410.....(home) 208-938-8733

Jim Budolfson, Manager of Resources Management.....SRA-6100.....(home) 208-888-5146

Evan Rasmussen, Water Systems Specialist.....SRA-3106.....(home) 208-888-3200

UNUSUAL OCCURRENCE-In case of emergency, notify the appropriate sheriff's office

SRAO East/West Hazardous Materials Coordinator

Don Bowden.....SRA-3303.....Burley.....(office) 208-678-0461 x11

(home) 208-673-6235

August 2006

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COMM-5

Mora Drop

Steve Jarsky.....SRA-3100.....Boise...(cell) 208-859-1476.....(office) 208-383-2266
(home) 208-336-8696
Jerry Gregg.....SRA-1000.....Boise...(cell) 208-870-9419.....(office) 208-383-2246
(home) 208-377-1546
Mark Albl.....SR3109.....Boise....(cell) 208-866-3719.(office) 208-383-227
(home) 208-345-0720

SNAKE RIVER AREA OFFICE-WEST
230 Collins Road, Boise, ID 83702-4520

Jerry Gregg, Area Manager.....SRA-1000.....(7:45-4:15) 208-383-2246
(cell) 208-870-9419

Fax: 208-383-2275

PACIFIC NORTHWEST REGIONAL OFFICE**Bureau of Reclamation**

1150 N. Curtis, Suite 100, Boise, Idaho 83706-1234

Office Hours: 7:45 a.m. – 4:15 p.m. (Mountain time)

In an emergency situation, refer to the facility's Emergency Action Plan to determine the appropriate contacts to make. If those contacts cannot be determined, call the contacts below, in the order listed, until someone in authority is reached.

For Emergencies Related to Existing Structures-Fax: 208-378-5205 or 5305

	<u>OFFICE</u>	<u>HOME</u>
Mike Marriott.....Facility O&M.....	208-378-5336.....	208-336-7864
Jim Dean.....Facility O&M.....	208-378-5398.....	208-938-0237
Sonja Norton.....Facility O&M.....	208-378-5334.....	208-433-9655
Vicki Hoffman.....Facility O&M.....	208-378-5335.....	208-321-8514
Dan Meredith.....Facility O&M.....	208-378-5292.....	208-336-6851
Terrald Kent.....Facility O&M.....	208-378-5290.....	208-362-5095

For Emergencies Related to Construction, Geologic, or Safety of Dams activities Fax: 208-378-5205 or 53
Call the contacts below, in the order listed, until someone in authority is reached.

Larry Wolf.....Safety of Dams.....	208-378-5220.....	208-362-5172
Richard 'Dick' Link.....Geology.....	208-378-5230.....	208-322-4430
David Jennings.....Design & Specifications.....	208-378-5210.....	208-327-0834

For Emergencies that Warrant a Direct Call to the Regional Director:

J. William McDonald.....Regional Director.....	208-378-5012.....	208-672-8560
Karl Wirkus.....Acting Deputy Reg. Dir.....	208-378-5012.....	208-658-9273
Vacant.....Reg. Mgr. Resource.....	208-278-5300.....	n/a
Steve Brawley.....Deputy Mgr. Resource.....	208-378-5033.....	208-938-8345
Paul Rachetto.....Reg. Administrative Mgr.....	208-378-5014.....	208-388-4266

Regional Hazardous Materials Coordinator

Scott Lund.....Hazardous Mat. Branch.....	208-378-5037.....	208-853-2430
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River and Reservoir Operations

Pat McGrane.....River & Reservoir Oper.....	208-378-5215.....	208-323-0898
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Public Affairs

Diana H. Cross.....Public Affairs Officer.....	208-378-5020.....	208-343-8840
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Regional Security Specialist

Wes "Robert" Henry.....Facility O&M.....	208-378-5531.....	(cell) 208-830-7708
--	-------------------	---------------------

PN Regional Law Enforcement

Vacant.....Regional Special Agent.....	n/a.....	n/a
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Emergency Notification System (ENS) Procedures

When it is necessary to report serious incidents, emergency situations or unusual conditions these Emergency Notification System procedures will be used.

- Contact the Primary Duty Officer at cell phone number 303-748-7220. Be prepared to provide as much of the information as is available for filling out the Incident Reporting Form.
- If the Primary Duty Officer does not answer immediately, leave a detailed message following Instructions provided by the telephone's voice mail message system. Include your name and a telephone number where you can be reached.
- If the Primary Duty Officer does not return your call (within approximately 15 minutes), or if an Immediate response is required call the Backup Duty Officer at 303-748-7221.
- If the Backup Duty Officer does not answer, leave another message. It is the responsibility of the Primary and/or Backup Duty Officer to respond within 15 minutes.
- If neither the primary nor secondary duty officer have called within 15 minutes contact one of the following:

Pat Hagan.....	(work) 303-445-2759
Emergency Operations Manager.....	(home) 303-838-6617
.....	(cell) 303-994-9559
Don Taussig.....	(work) 303-445-3377
Security Manager.....	(home) 303-683-1480
.....	(cell) 303-877-9477
Vincent Parolisi.....	(work) 303-445-3245
Law Enforcement Administrator.....	(cell) 303-445-3245
Linda Rowley.....	(work) 303-445-2695
Safety Manager.....	(home) 720-981-3587
.....	(cell) 303-250-0310
Bruce Muller.....	(work) 303-445-3238
Dam Safety Manager.....	(home) 303-978-9534
.....	(cell) 720-320-4091
Brian Becker.....	(work) 303-445-2766
Security, Safety and Law Enforcement Deputy Director.....	(home) 303-237-0529
.....	(cell) 303-345-5909
Larry Todd.....	(work) 303-445-3737
Security, Safety and Law Enforcement Director.....	(home) 303-215-0054
.....	(cell) 303-550-0221

The Department of Interior Watch Office should not be contacted directly until contact has been made with one of the above unless the situation is critical and none of the above can be reached.

Department of the Interior Watch Office.....	202-208-4108
.....	(toll free & 24-hrs).....877-246-1373

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Incident Reporting Form

If not applicable, indicate with N.A. If you need additional space, use back side and mark the box at the bottom, or use additional pages. If all information is not available, please report what is available.

For use by person receiving the report, e.g. the Duty Officer -

Time message received: _____ Date message received: _____

Recorded by: _____ Code: _____ Telephone # _____

Location of incident: _____ Region: _____ Area Office: _____

Incident reported by: _____ Telephone # _____

Crime Witness Report? no ___ yes ___ (check one) If yes, will the informant(s) testify? no ___ yes ___

Name of Witness: _____ Telephone # _____

Day/Date/Time of incident: _____ Subject/Type of incident: _____

Incident details _____

Injuries/Loss of lives: _____ Threat to lives/Loss of property: _____

Prognosis for continuation/expansion of incident: _____

Action being taken by field: _____

State/local government or other organization involvement: _____

Assistance requested from Denver Technical Service Center: _____

Area Office contacted: no ___ yes ___ (check one) If yes, time: _____ Who: _____

Region Office contacted: no ___ yes ___ (check one) If yes, time: _____ Who: _____

Washington Office notified: no ___ yes ___ (check one) If yes, time: _____ Who: _____

DOI notified: no ___ yes ___ (check one) If yes, time: _____ Who: _____

Local law enforcement notified: no ___ yes ___ (check one) If yes, date: _____ Case # _____

Officer's name: _____ Dept./Agency: _____ Telephone # _____

FBI notified: no ___ yes ___ (check one) If yes, date: _____ FBI Case # _____

Agent's name: _____ Dept./Agency: _____ Telephone # _____

Others notified: no ___ yes ___ (check one) If yes, time and who notified: _____

Additional information: _____

Check if there is information on back OR Insert number of additional pages ☐

August 2006

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COMM-9

Mora Drop

EXHIBIT "E"

DRAFT

MORA DROP HYDROELECTRIC PROJECT OPERATING AGREEMENT.

The 1.7 MW Mora Drop Hydroelectric Plant Project is located at Mora Drop on the Mora Canal just upstream of the control gates for the Waldvogel Canal. These facilities are part of the irrigation system owned and operated by the Boise-Kuna, Nampa and Meridian, New York, Wilder and Big Bend Irrigation districts (Districts). The Project had been constructed and will be operated by Riverside Hydro I LLC (RH).

A. PRINCIPLE FEATURES are:

1. Mora Drop

The existing radial gates are fitted with an automated winch system to raise and lower the gates during turbine start-up and shutdown. The gates discharge into a flume and stilling basin.

2. Redundant Weir and Bypass

To prevent Canal overtopping, in the event the bypass fails to operate during a turbine shutdown, a separate bypass equipped with Redundant Weir Gates is provided. The gate acts as a dam with gate weight upstream of a hinge pin sufficient to prevent overturning. If the canal level rises to the top of the gate, which is set 6 inches below the canal crest, the gate flops over and flows into a 6 ft. pipe, which discharges into the existing drop stilling pool.

3. Intake

The structure utilizes the existing blockout in the canal walls. It is fitted with an isolation gate and trashrack, and then discharges into the penstock which connects to the turbine. A worm gear is provided so that the isolation gate can be closed in a turbine runaway.

4. Powerhouse

A concrete structure with a metal superstructure and a tailrace, which discharges into the lower Mora Canal.

5. Turbine Generator

A vertical Kaplan with manually adjustable blades and a synchronous generator.

6. Substation and Transmission Line

The substation is equipped with a 4.16/34.5 Ky step-up transformer. The transmission line was constructed by and is owned and operated by Idaho Power Co.

B. FLOW and OUTPUT

The turbine wicket gates are controlled by "Head Level" control. The turbine wicket gates automatically adjust water flow to maintain constant level in the upstream canal. Constant flow in the upstream Mora will yield constant flow through the turbine to the downstream Mora. If additional flow, for example

100 cfs was turned into the upstream Mora from the New York Canal, the wicket gates automatically open to pass the increased flow to the downstream Mora all the while maintaining a constant upstream water level in the Mora and Waldvogel Canals. The same result would occur if the flow into the Mora was reduced. A level sensor, located in a stillwell in the Intake, will feed signals to the PLC in the power house. By means of a PID Loop logic in the PLC, the wicket gates would be adjusted to minimize fluctuations in the upstream level. The turbine will use 100% of the required flow for the lower Mora. Hence, during normal operation the radial gate on the Mora will be closed with no water going down the existing chute.

During turbine shutdown or start-up, the automatic electric motor drives on the Mora radial gates (Existing Bypass) will be operated at rates to match the turbine wicket gates, i.e. maintain constant upstream water level and this constant movement of flow, including upstream flow modifications. The system, commonly referred to as a synchronous bypass, will maintain constant head in the upstream Mora and maintain constant flow downstream to the lower Mora and Waldvogel Canals.

One Waldvogel Headgate is fitted with electric motor operator to allow remote adjustment of flow in the Waldvogel.

C. TELEPHONE DIALER

A telephone dialer is provided to contact responsible parties of a serious condition at the plant. For example: canal level changes, bearing temperature, turbine trip, etc. The dialer will contact the first person on the list who will acknowledge receipt. If there is no response, the dialer will go to the second person on the list, and so on.

D. SCADA

A dial up Smart Man condition and data analyzer (SCADA) will be provided in the Riverside, Inc. and Board of Control offices.

E. WATER MANAGEMENT

The plant will operate on flows ordered by and input by the Board of Control for the following reasons:

- a. Irrigation: normally during April to October.
- b. Diversions to Lake Lowell: In average or wet years, it is possible to divert flows to Lake Lowell through the Mora 2 Wasteway. Gates in the canal below the Wasteway would be closed and the stop logs and posts at the top of the wasteway would be removed. Temporary training walls will be installed where the Wasteway intersects the Highline Canal. These diversions can be made prior to or after the irrigation season, depending on water conditions and canal maintenance and repair.

F. OPERATION AND MAINTENANCE

- a. **Start-up and Initial Operation:** RH will perform necessary start-up tests with assistance from District personnel. This process will familiarize RH and District personnel with operation of the Project. It is probable that during the first operating season there will be minor problems and adjustments that will be necessary, and will require more attention by both RH and District personnel.
- b. **Maintaining the Mora Drop Hydroelectric Project:** This is the responsibility of RH. During the irrigation season the turbine generator unit will operate continuously except for shutdowns due to equipment problems, system trips or emergencies.
- c. **Daily Visits and Check List:** An Observer, who is a District employee, will visit the plant daily, 7 days a week. A Check List will be developed and the Observer will log in and fill out the Check List. In the event a condition not in compliance with the Check List is evident, the Observer will contact RH immediately.
- d. **Off-season Shutdown:** During the late fall – winter when no flow is available, RH personnel will inspect all plant equipment, and perform equipment maintenance, repair and upgrades as necessary.
- e. **RH will ready the Mora 2 Wasteway for diversions to Lake Lowell, and return the Wasteway to its original condition after diversions.**

EXHIBIT "F"

EXHIBIT "G"

MSA

Shelley Davis

From: ferconlinesupport@ferc.gov
Sent: Monday, August 28, 2006 4:27 PM
To: Shelley Davis
Subject: FERC Receipt in New Docket-

Confirmation of Receipt

This is to confirm receipt by the FERC Office of the Secretary of the following electronic submission:

Accession No.: 200608285062
Docket(s) No.: New Docket-,
Filed by: Barker Rosholt & Simpson, LLP
Signed by: Albert Barker
Filing Type: Qualifying Facility Notice of Self-Certification Filing Desc: Certification of Qualifying Facility Status for an Existing or a Proposed Small Power Production or Cogeneration Facility - Mora Drop, Project No. 3403 Submission Date & Time: 8/28/2006 6:24:17 PM Filed Date : 8/29/2006 8:30:00 AM

The public text portion of your submission is also available in a FERC-generated Portable Document Format (PDF) file that you can view at:
<http://ferconline.ferc.gov/FOL/efile/efAccessionRpt.aspx?Accession=200608285062>

The FERC-generated PDF file is for your review only and will not be available to the public until you receive an "Acceptance for Filing" e-mail. At that time the status information on the above link will be updated.

Thank you for participating in FERC's Electronic Filing Program. If you have any questions, or if you detect errors in your submission or the FERC-generated PDF, please contact FERC at:

E-Mail: efiling@ferc.gov (do not send filings to this address) Voice Mail: 202-502-8258.

Form Approved
OMB Control No. 1902-0075
Expires 7/31/2009

FERC Form No. 556
18 C.F.R. § 131.80

CERTIFICATION OF QUALIFYING FACILITY STATUS FOR AN EXISTING OR A
PROPOSED SMALL POWER PRODUCTION OR COGENERATION FACILITY

INFORMATION ABOUT COMPLIANCE

Compliance with the information collection requirements established by the FERC Form No. 556 is required to obtain and maintain status as a qualifying facility. See 18 C.F.R. § 131.80 and Part 292. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

SUBMITTING COMMENTS ON PUBLIC REPORTING BURDEN

The estimated burden for completing FERC Form No. 556, including gathering and reporting information, is 4 hours for self-certifications and 38 hours for applications for Commission certification. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the following: Michael Miller, Office of the Executive Director (ED-34), Federal Energy Regulatory Commission, 888 First Street NE., Washington, DC 20426; and Desk Officer for FERC, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503 (oira_submission@omb.eop.gov). Include the Control No. 1902-0075 in any correspondence.

GENERAL INSTRUCTIONS

Complete this form by replacing bold text below with responses to each item, as required.

PART A: GENERAL INFORMATION TO BE SUBMITTED BY ALL APPLICANTS

1 a. Full name of applicant: [Note: Applicant is the legal entity submitting this form, not the individual employee making the filing. Generally, the Applicant will be a company, corporation or organization, unless the facility is owned directly by an individual or individuals.]

BOISE PROJECT BOARD OF CONTROL

Docket Number assigned to the immediately preceding submittal filed with the Commission in connection with the instant facility, if any:

none

Purpose of instant filing (self-certification or self-recertification [18 C.F.R. § 292.207(a)(1)], or application for Commission certification or recertification [18 C.F.R. §§ 292.207(b) and (d)(2)]):

Self-certification

1b. Full address of applicant:

**2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155**

1c. Indicate the owner(s) of the facility (including the percentage of ownership held by any electric utility or electric utility holding company, or by any persons owned by either) and the operator of the facility. Additionally, state whether or not any of the non-electric utility owners or their upstream owners are engaged in the generation or sale of electric power, or have any ownership or operating interest in any electric facilities other than qualifying facilities. In order to facilitate review of the application, the applicant may also provide an ownership chart identifying the upstream ownership of the facility. Such chart should indicate ownership percentages where appropriate.

The Project is Owned by:

**Boise-Kuna Irrigation District – 29%
Big Bend Irrigation District – 1%
Nampa & Meridian Irrigation District – 24%
New York Irrigation District – 11%
Wilder Irrigation District – 35%**

The Boise Project Board of Control is the Operating Agent for the five Irrigation Districts.

The Operator of the facility under a long-term lease is

**Riverside Hydro LLC
111 South Roswell Blvd.
PO Box 720
Parma, Idaho 83660**

1d. Signature of authorized individual evidencing accuracy and authenticity of information provided by applicant: [Note: A signature on a filing shall constitute a certificate that (1) the signer has read the filing and knows its contents; (2) the contents are true as stated, to the best knowledge and belief of the signer, and (3) the signer possesses full power and authority to sign the filing. A person submitting a self-certification electronically via eFiling may use typed characters representing their name to show that the person has signed the document. See 18 C.F.R. § 385.2005.]

Paul J. Deveau

2. Person to whom communications regarding the filed information may be addressed:

FERC Form No. 556

Page 3 of 10

Name: **Albert P. Barker**

Title: **Attorney**

Telephone number: **(208) 336-0700**

Mailing address: **Barker Rosbalt & Simpson LLP
PO Box 2139
Boise, Idaho 83701-2139**

3a. Location of facility to be certified:

State: **Idaho**

County: **Ada**

City or town: **Kuna**

Street address (if known): **3100 South McDermott Road
Kuna, Idaho 83634**

3b. Indicate the electric utilities that are contemplated to transact with the qualifying facility (if known) and describe the services those electric utilities are expected to provide:

Idaho Power Co. will purchase the Power directly

Indicate utilities interconnecting with the facility and/or providing wheeling service [18 C.F.R. §§ 292.303(c) and (d)]:

Idaho Power Co.

Indicate utilities purchasing the useful electric power output [18 C.F.R. §§ 292.101(b)(2), 292.202(g) and 292.303(a)]:

Idaho Power Co.

Indicate utilities providing supplementary power, backup power, maintenance power, and/or interruptible power service [18 C.F.R. §§ 292.101(b)(3), (b)(8), 292.303(b) and 292.305(b)]:

Idaho Power Co.

4a. Describe the principal components of the facility including boilers, prime movers and electric generators, and explain their operation. Include transmission lines, transformers and switchyard equipment, if included as part of the facility.

The unit is a vertical Kaplan Turbine rated at 1675 kw, 257 rpm. The design is as 38 feet head at 600 cubic feet per second. The generator is a vertical unit rated at 160 kw, 257 rpm. The unit is a synchronous generator. The plant is installed next to an existing canal drop. There is an intake structure with an intake gate feeding a short penstock to the powerhouse. There is a 2500 kva pad-mounted transformer. There are no power lines, as Idabo Power connects its lines directly to the facility. During operation the plant's PLC monitors the upper canal level. If the canal level raises, the generator's wicket gate assembly opens up, loading the unit more. If the canal level starts to lower, the wicket assembly starts closing to maintain the upper canal level. There are two (2) distinct backup systems to prevent the water level from overtopping the canal. There is a bypass system utilizing the existing drop structure.

4b. Indicate the maximum gross and maximum net electric power production capacity of the facility at the point(s) of delivery and show the derivation. [Note: Maximum gross output is the maximum amount of power that the facility is able to produce, measured at the terminals of the generator(s). Maximum net output is maximum gross output minus (1) any auxiliary load for devices that are necessary and integral to the power production process (fans, pumps, etc.), and (2) any losses incurred from the generator(s) to the point of delivery. If any electric power is consumed at the location of the QF (or thermal host) for purposes not related to the power production process, such power should not be subtracted from gross output for purposes of reporting maximum net output here.]

Gross output: 1.9 kW

Net output: 1.8 kW

Derivation (assumptions about losses, auxiliary load or lack thereof, and calculation of gross and net output):

There is a small cooling water pump and an excitation cabinet. The excitatory is rated 104 v @ 186 A.D.C.

4c. Indicate the actual or expected installation and operation dates of the facility, or the actual or expected date of completion of the reported modification to the facility:

Project is in testing now and will be completed prior to 9/30/2006

4d. Describe the primary energy input (e.g., hydro, coal, oil [18 C.F.R. § 292.202(l)], natural gas [18 C.F.R. § 292.202(k)], solar, geothermal, wind, waste, biomass [18 C.F.R. § 292.202(a)], or other). For a waste energy input that does not fall within one of the categories on the Commission's list of previously approved wastes, demonstrate that such energy input has little or no current commercial value and that it exists in the absence of the qualifying facility industry [18 C.F.R. § 292.202(b)].

Canal drop hydro

5. Provide the average annual hourly energy input in terms of Btu for the following fossil fuel energy inputs, and provide the related percentage of the total average annual hourly energy input to the facility [18 C.F.R. § 292.202(j)]. For any oil or natural gas fuel, use lower heating value [18 C.F.R. § 292.202(m)]:

Natural gas: None

Oil: None

Coal (applicable only to a small power production facility): None

6. Discuss any particular characteristic of the facility which the cogenerator or small power producer believes might bear on its qualifying status.

None

PART B: DESCRIPTION OF THE SMALL POWER PRODUCTION FACILITY

Items 7 and 8 only need to be answered by applicants seeking certification as a small power production facility. Applicants for certification as a cogeneration facility may delete Items 7 and 8 from their application, or enter "N/A" at both items.

7. Describe how fossil fuel use will not exceed 25 percent of the total annual energy input limit [18 C.F.R. §§ 292.202(j) and 292.204(b)]. Also, describe how the use of fossil fuel will be limited to the following purposes to conform to Federal Power Act section 3(17)(B): ignition, start-up, testing, flame stabilization, control use, and minimal amounts of fuel required to alleviate or prevent unanticipated equipment outages and emergencies directly affecting the public.

N/A

8. If the facility reported herein is not an eligible solar, wind, waste or geothermal facility, and if any other non-eligible facility located within one mile of the instant

facility is owned by any of the entities (or their affiliates) reported in Part A at item 1c above and uses the same primary energy input, provide the following information about the other facility for the purpose of demonstrating that the total of the power production capacities of these facilities does not exceed 80 MW [18 C.F.R. § 292.204(a)]: [See definition of an "eligible facility" below. Note that an "eligible facility" is a specific type of small power production facility that is eligible for special treatment under the Wind, Waste and Geothermal Power Production Incentives Act of 1990, as subsequently amended in 1991, and should not be confused with facilities that are generally eligible for QF status.]

Facility name, if any (as reported to the Commission):

N/A

Commission Docket Number:

N/A

Name of common owner:

N/A

Common primary energy source used as energy input:

N/A

Power production capacity (MW):

N/A

An eligible solar, wind, waste or geothermal facility, as defined in Section 3(17)(E) of the Federal Power Act, is a small power production facility that produces electric energy solely by the use, as a primary energy input, of solar, wind, waste or geothermal resources, for which either an application for Commission certification of qualifying status [18 C.F.R. § 292.207(b)] or a notice of self-certification of qualifying status [18 C.F.R. § 292.207(a)] was submitted to the Commission not later than December 31, 1994, and for which construction of such facility commences not later than December 31, 1999, or if not, reasonable diligence is exercised toward the completion of such facility, taking into account all factors relevant to construction of the facility.

PART C: DESCRIPTION OF THE COGENERATION FACILITY

Items 9 through 15 only need to be answered by applicants seeking certification as a cogeneration facility. Applicants for certification as a small power production facility may delete Items 9 through

15 from their application, or enter "N/A" at each item.

9. Describe the cogeneration system [18 C.F.R §§ 292.202(c) and 292.203(b)], and state whether the facility is a topping-cycle [18 C.F.R § 292.202(d)] or bottoming-cycle [18 C.F.R § 292.202(e)] cogeneration facility.

N/A

10. To demonstrate the sequentiality of the cogeneration process [18 C.F.R § 292.202(s)] and to support compliance with other requirements such as the operating and efficiency standards (Item 11 below), provide a mass and heat balance (cycle) diagram depicting average annual hourly operating conditions. Also, provide:

Using lower heating value [18 C.F.R § 292.202(m)], all fuel flow inputs in Btu/hr., separately indicating fossil fuel inputs for any supplementary firing in Btu/hr. [18 C.F.R § 292.202(f)]:

N/A

Average net electric output (kW or MW) [18 C.F.R § 292.202(g)]:

N/A

Average net mechanical output in horsepower [18 C.F.R § 292.202(g)]:

N/A

Number of hours of operation used to determine the average annual hourly facility inputs and outputs:

N/A

Working fluid (e.g., steam) flow conditions at input and output of prime mover(s) and at delivery to and return from each useful thermal application, including flow rates (lbs./hr.), temperature (deg. F), pressure (psia), and enthalpy (Btu/lb.):

N/A

11. Compute the operating value [applicable to a topping-cycle facility under 18 C.F.R § 292.205(a)(1)] and the efficiency value [18 C.F.R §§ 292.205(a)(2) and (b)], based on the information provided in and corresponding to item 10, as follows:

Pt = Average annual hourly useful thermal energy output

Pe = Average annual hourly electrical output

Pm = Average annual hourly mechanical output

Pi = Average annual hourly energy input (natural gas or oil)

Ps = Average annual hourly energy input for supplementary firing (natural gas or oil)

Operating standard = 5% or more

Operating value = $Pt / (Pt + Pe + Pm)$

N/A

Efficiency standard applicable to natural gas and oil fuel used in a topping-cycle facility:

= 45% or more when operating value is less than 15%, or 42.5% or more when operating value is equal to or greater than 15%.

Efficiency value = $(Pe + Pm + 0.5Pt) / (Pi + Ps)$

N/A

Efficiency standard applicable to natural gas and oil fuel used for supplementary firing component of a bottoming-cycle facility:

= 45% or more

Efficiency value = $(Pe + Pm) / Ps$

N/A

FOR TOPPING-CYCLE COGENERATION FACILITIES

Items 12 and 13 only need to be answered by applicants seeking certification as a topping-cycle cogeneration facility. Applicants for certification as a small power production facility or bottoming-cycle cogeneration facility may delete Items 12 and 13 from their application, or enter "N/A" at each item.

12. Identify the entity (i.e., thermal host) which will purchase the useful thermal energy output from the facility [18 C.F.R § 292.202(h)]. Indicate whether the entity uses such output for the purpose of space and water heating, space cooling, and/or process use.

N/A

13. In connection with the requirement that the thermal energy output be useful [18 C.F.R. § 292.202(h)]:

For process uses by commercial or industrial host(s), describe each process (or group of similar processes using the same quality of steam) and provide the average annual hourly thermal energy made available to the process, less process return. For a complex system, where the primary steam header at the host-side is divided into various sub-uses, each having different pressure and temperature characteristics, describe the processes associated with each sub-use and provide the average annual hourly thermal energy delivered to each sub-use, less process return from such sub-use. Provide a diagram showing the main steam header and the sub-uses with other relevant information such as the average header pressure (psia), the temperature (deg.F), the enthalpy (Btu/lb.), and the flow (lb./hr.), both in and out of each sub-use. For space and water heating, describe the type of heating involved (e.g., office space heating, domestic water heating) and provide the average annual hourly thermal energy delivered and used for such purpose. For space cooling, describe the type of cooling involved (e.g., office space cooling) and provide the average annual hourly thermal energy used by the chiller.

N/A

FOR BOTTOMING-CYCLE FACILITIES

Item 14 only needs to be answered by applicants seeking certification as a bottoming-cycle cogeneration facility. Applicants for certification as a small power production facility or topping-cycle cogeneration facility may delete Item 14 from their application, or enter "N/A."

14. Provide a description of the commercial or industrial process or other thermal application to which the energy input to the system is first applied and from which the reject heat is then used for electric power production.

N/A

FOR NEW COGENERATION FACILITIES

Response to Item 15 is only required for certain applicants for qualified cogeneration facility status, as described below. Applicants for small power production facilities or for cogeneration facilities not meeting the criteria outlined below may delete Item 15 from their application, or enter "N/A." In addition, per 18 C.F.R. § 292.205(d)(4) all cogeneration facilities 5 MW and smaller are presumed to comply with the requirements of 18 C.F.R. § 292.205(d)(1) and (d)(2), and therefore need not respond to Item 15. For those applicants required to respond to Item 15, see 18 C.F.R. § 292.205(d) and Order No. 671 for more information on making the demonstrations required in Item 15.

15. For any cogeneration facility that had not filed a notice of self-certification or an application for Commission certification under 18 C.F.R. § 292.207 prior to February 2, 2006, also show:

(i) The thermal energy output of the cogeneration facility is used in a productive and beneficial manner [18 C.F.R §§ 292.205(d)(1), (d)(4) and (d)(5)]; and

(ii) The electrical, thermal, chemical and mechanical output of the cogeneration facility is used fundamentally for industrial, commercial, residential or institutional purposes and is not intended fundamentally for sale to an electric utility, taking into account technological, efficiency, economic, and variable thermal energy requirements, as well as state laws applicable to sales of electric energy from a qualifying facility to its host facility [18 C.F.R §§ 292.205(d)(2), (d)(3) and (d)(4)].

N/A

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION	)	
OF IDAHO POWER COMPANY FOR	)	CASE NO. IPC-E-06-13
APPROVAL OF A FIRM ENERGY SALES	)	
AGREEMENT FOR THE SALE AND	)	
PURCHASE OF ELECTRIC ENERGY	)	ORDER NO. 30088
BETWEEN IDAHO POWER COMPANY	)	
AND RIVERSIDE HYDRO I LLC	)	

On April 27, 2006, Idaho Power Company (Idaho Power; Company) filed an Application with the Idaho Public Utilities Commission (Commission) requesting approval of a Firm Energy Sales Agreement (Agreement) between Idaho Power and Riverside Hydro I LLC (Riverside) dated April 13, 2006. Riverside proposes to design, construct, install, own, operate and maintain a 1.9 MW small canal hydroelectric generating facility. Under the Agreement, Riverside would sell and Idaho Power would purchase electric energy generated by Riverside's Mora Drop Small Hydroelectric Facility located near Kuna, Idaho. Under normal and/or average conditions, the project will not exceed 10 aMW on a monthly basis.

As represented, the Riverside facility will be a qualified small power production facility (QF) under the applicable provisions of the Public Utility Regulatory Policies Act of 1978 (PURPA). Idaho Power contends that the Agreement comports with the terms and conditions of Commission Order No. 29632 (*U.S. Geothermal, et al. v. Idaho Power*) and avoided cost Order No. 29646. The Agreement is for a 20-year term and contains the published non-levelized avoided cost rates set forth in Order No. 29646. Riverside has selected July 1, 2006 as the scheduled operation date for this facility.

On May 26, 2006, the Commission issued Notices of Application and Modified Procedure in this matter. *See* Order No. 30053. The deadline for filing written comments was June 16, 2006. The only comments received were filed by Commission Staff.

STAFF COMMENTS

Staff reviewed the Agreement and believes that it comports with the rates, terms and conditions of Commission Order No. 29632 (*U.S. Geothermal, et al. v. Idaho Power*) and avoided cost Order No. 29646. Staff recommended that the Agreement be approved.

Section 24 of the Agreement provides that the Agreement will not become effective until the Commission has approved all the Agreement's terms and conditions and declared that all payments that Idaho Power makes to Riverside for purchases of energy will be allowed as prudently incurred expenses for ratemaking purposes.

COMMISSION FINDINGS

The Commission has reviewed the filings of record in Case No. IPC-E-06-13, including the underlying Agreement and filed comments. Idaho Power has presented a Firm Energy Sales Agreement with Riverside for Commission consideration and approval. The Agreement is for a 1.9 MW small canal hydroelectric generating facility located near Kuna, Idaho. As represented and pursuant to contract, under normal and/or average conditions the project will not exceed 10 aMW on a monthly basis. We thus find that the project is qualified to receive the published avoided cost rates approved by the Commission.

The Commission finds that the Agreement submitted in this case contains acceptable contract provisions and includes the non-levelized published rates approved by the Commission in Order No. 29646. We find it reasonable that the submitted Agreement be approved without further notice or procedure. IDAPA 31.01.01.204. We further find it reasonable to allow payments made under the 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 and the Public Utility Regulatory Policies Act of 1978 (PURPA). The Commission has authority under PURPA and the implementing regulations of the Federal Energy Regulatory Commission (FERC) to set avoided costs, to order electric utilities to enter into fixed term obligations for the purchase of energy from qualified facilities and to implement FERC rules.

ORDER

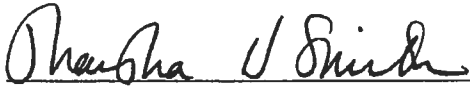
IT IS HEREBY ORDERED that the Commission approves the April 13, 2006 Firm Energy Sales Agreement between Idaho Power Company and Riverside Hydro I, LLC.

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 30th
day of June 2006.



PAUL KJELLANDER, PRESIDENT

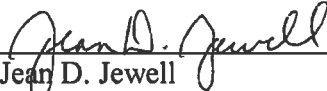


MARSHA H. SMITH, COMMISSIONER



DENNIS S. HANSEN, COMMISSIONER

ATTEST:



Jean D. Jewell
Commission Secretary

O:IPC-E-06-13_cg2



IDAHO POWER COMPANY
P.O. BOX 70
BOISE, IDAHO 83707

MONICA MOEN
Attorney

April 27, 2006

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P. O. Box 83720
Boise, Idaho 83720-0074

Re: Case No. IPC-E-06- 13
Application For Approval of Firm Energy Sales Agreement
Between Idaho Power and Riverside Hydro I L.L.C.

Dear Ms. Jewell:

Please find enclosed for filing an original and seven (7) copies of Idaho Power Company's Application for approval of a Firm Energy Sales Agreement between Idaho Power and Riverside Hydro I L.L.C.

I would appreciate it if you would return a stamped copy of this transmittal letter in the enclosed self-addressed, stamped envelope.

Very truly yours,

Monica Moen

MM:jb
Enclosures

MONICA MOEN, ISB # 5734
BARTON KLINE, ISB # 1526
Idaho Power Company
1221 West Idaho Street
P. O. Box 70
Boise, Idaho 83707
Telephone: (208) 388-2692
FAX Telephone: (208) 388-6936

Attorneys for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF)
IDAHO POWER COMPANY FOR APPROVAL)
OF A FIRM ENERGY SALES AGREEMENT)
FOR THE SALE AND PURCHASE OF)
ELECTRIC ENERGY BETWEEN IDAHO)
POWER COMPANY AND RIVERSIDE)
HYDRO I L.L.C.)
_____)

CASE NO. IPC-E-06- 13

APPLICATION

COMES NOW Idaho Power Company ("Idaho Power" or the "Company") and, pursuant to RP 52, hereby applies for an Idaho Public Utilities Commission ("IPUC" or the "Commission") Order approving a Firm Energy Sales Agreement between Idaho Power and Riverside Hydro I, L.L.C. ("Riverside") under which Riverside would sell and Idaho Power would purchase electric energy generated by Riverside's Mora Drop Small Hydroelectric Facility located near Kuna, Idaho ("Facility").

This Application is based on the following:

I.

Riverside proposes to design, construct, install, own, operate and maintain a 1.9 MW small canal hydroelectric generating facility to be located near Kuna, Idaho. The

Facility will be a qualified small power production facility under the applicable provisions of the Public Utilities Regulatory Policy Act of 1978 ("PURPA").

II.

On April 13, 2006, Idaho Power and Riverside entered into a Firm Energy Sales Agreement ("Agreement") pursuant to the terms and conditions of Commission Order No. 29632 and Commission Order 29646. Under the terms of that Agreement, Riverside elected to contract with Idaho Power for a 20-year term. Riverside further elected to contract with the Company using the Non-Levelized Published Avoided Cost Rates as currently established by the Commission for energy deliveries of less than 10 average MW.

III.

This Agreement contains the various PURPA terms and conditions previously approved by the Commission in other PURPA agreements and as revised by Commission Order No. 29632 in Case No. IPC-E-04-8 (US Geothermal Complaint).

IV.

Section 24 of the Agreement provides that the Agreement will not become effective until the Commission has approved all of the Agreement's terms and conditions and declared that all payments Idaho Power makes to Riverside for purchases of energy will be allowed as prudently incurred expenses for ratemaking purposes.

V.

Riverside has elected May 15, 2006 as the Scheduled First Energy Date and July 1, 2006 as the Scheduled Operation Date for this Facility (Appendix B). Various requirements have been placed upon Riverside in order for Idaho Power to accept energy

deliveries from this Facility. Idaho Power will monitor compliance with these initial requirements. In addition, Idaho Power will monitor the ongoing requirements through the full term of this Agreement. Should the Commission approve this Agreement, Idaho Power intends to consider the Effective Date of the Agreement to be April 13, 2006.

VI.

The Agreement, as signed and submitted by the Parties thereto, contains Non-Levelized Published Avoided Cost Rates in conformity with applicable IPUC Orders. All applicable interconnection charges and monthly operation and maintenance charges under Schedule 72 will be assessed Riverside.

VII.

Service of pleadings, exhibits, orders and other documents relating to this proceeding should be served on the following:

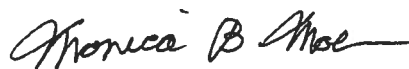
Monica B. Moen, Attorney II
Barton L. Kline, Senior Attorney
Idaho Power Company
P.O. Box 70
Boise, Idaho 83707
mmoen@idahopower.com

Randy C. Allphin
Contract Administrator
Idaho Power Company
P.O. Box 70
Boise, Idaho 83707
rallphin@idahopower.com

NOW, THEREFORE, based on the foregoing, Idaho Power Company hereby requests that the Commission issue its Order:

- (1) Approving the Firm Energy Sales Agreement between Idaho Power Company and Riverside Hydro I, L.L.C. without change or condition; and
- (2) Declaring that all payments for purchases of energy under the Firm Energy Sales Agreement between Idaho Power Company and Riverside Hydro I, L.L.C. be allowed as prudently incurred expenses for ratemaking purposes.

Respectfully submitted this 27th day of April 2006.

A handwritten signature in cursive script, appearing to read "Monica B. Moen", written in black ink.

MONICA B. MOEN
Attorney for Idaho Power Company

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 27th day of April 2006, I served a true and correct copy of the within and foregoing APPLICATION upon the following named party by the method indicated below, and addressed to the following:

Riverside Hydro I, L.L.C.
P. O. Box 720
Parma, ID 83660

☐	Hand Delivered
☒	U.S. Mail
☐	Overnight Mail
☐	FAX



MONICA B. MOEN

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-06-13

IDAHO POWER COMPANY

EXHIBIT 1

FIRM ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
RIVERSIDE HYDRO I LLC
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FIRM ENERGY SALES AGREEMENT
(10 aMW or Less)

MORA DROP SMALL HYDROELECTRIC FACILITY

Project Number: 21615200

THIS AGREEMENT, entered into on this 13 day of April 2006 between RIVERSIDE HYDRO I, an Idaho limited liability company (Seller), and IDAHO POWER COMPANY, an Idaho corporation (Idaho Power), hereinafter sometimes referred to collectively as "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, Seller will design, construct, own, maintain and operate an electric generation facility; and

WHEREAS, Seller wishes to sell, and Idaho Power is willing to purchase, firm electric energy produced by the Seller's Facility.

THEREFORE, In consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement and the appendices attached hereto, the following terms shall have the following meanings:

- 1.1 "Commission" - The Idaho Public Utilities Commission.
- 1.2 "Contract Year" - The period commencing each calendar year on the same calendar date as the Operation Date and ending 364 days thereafter.
- 1.3 "Designated Dispatch Facility" - Idaho Power's Systems Operations Group, or any subsequent group designated by Idaho Power.
- 1.4 "Disconnection Equipment" - All equipment specified in Schedule 72 and the Generation Interconnection Process and any additional equipment specified in Appendix B.
- 1.5 "Facility" - That electric generation facility described in Appendix B of this Agreement.

- 1.6 "First Energy Date" - The day commencing at 0001 hours, Mountain Time, following the day that Seller has satisfied the requirements of Article IV and the Seller begins delivering energy to Idaho Power's system at the Point of Delivery.
- 1.7 "Generation Interconnection Process" – Idaho Power's generation interconnection application and engineering review process developed to ensure a safe and reliable generation interconnection in compliance with all applicable regulatory requirements, Prudent Electrical Practices and national safety standards.
- 1.8 "Inadvertent Energy" – Electric energy Seller does not intend to generate. Inadvertent energy is more particularly described in paragraph 7.3 of this Agreement.
- 1.9 "Interconnection Facilities" - All equipment specified in Schedule 72 and the Generation Interconnection Process and any additional equipment specified in Appendix B.
- 1.10 "Initial Capacity Determination" – The process by which Idaho Power confirms that under normal or average design conditions the Facility will generate at no more than 10 average MW per month and is therefore eligible to be paid the published rates in accordance with Commission Order No. 29632.
- 1.11 "Losses" – The loss of electrical energy expressed in kilowatt hours (kWh) occurring as a result of the transformation and transmission of energy between the point where the Facility's energy is metered and the point the Facility's energy is delivered to the Idaho Power electrical system. The loss calculation formula will be as specified in Appendix B of this Agreement.
- 1.12 "Market Energy Cost" – Eighty-five percent (85%) of the weighted average of the daily on-peak and off-peak Dow Jones Mid-Columbia Index (Dow Jones Mid-C Index) prices for non-firm energy. If the Dow Jones Mid-Columbia Index price is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the Dow Jones Mid-Columbia Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.
- 1.13 "Material Breach" – A Default (paragraph 22.2.1) subject to paragraph 22.2.2.

- 1.25 "Surplus Energy" – (1) Net Energy produced by the Seller's Facility and delivered to the Idaho Power electrical system during the month which exceeds 110% of the monthly Net Energy Amount for the corresponding month specified in paragraph 6.2. or (2) If the Net Energy produced by the Seller's Facility and delivered to the Idaho Power electrical system during the month is less than 90% of the monthly Net Energy Amount for the corresponding month specified in paragraph 6.2, then all Net Energy delivered by the Facility to the Idaho Power electrical system for that given month or (3) All Net Energy produced by the Seller's Facility and delivered by the Facility to the Idaho Power electrical system prior to the Operation Date.
- 1.26 "Total Cost of the Facility" - The total cost of structures, equipment and appurtenances.

ARTICLE II: NO RELIANCE ON IDAHO POWER

- 2.1 Seller Independent Investigation - Seller warrants and represents to Idaho Power that in entering into this Agreement and the undertaking by Seller of the obligations set forth herein, Seller has investigated and determined that it is capable of performing hereunder and has not relied upon the advice, experience or expertise of Idaho Power in connection with the transactions contemplated by this Agreement.
- 2.2 Seller Independent Experts - All professionals or experts including, but not limited to, engineers, attorneys or accountants, that Seller may have consulted or relied on in undertaking the transactions contemplated by this Agreement have been solely those of Seller.

ARTICLE III: WARRANTIES

- 3.1 No Warranty by Idaho Power - Any review, acceptance or failure to review Seller's design, specifications, equipment or facilities shall not be an endorsement or a confirmation by Idaho Power and Idaho Power makes no warranties, expressed or implied, regarding any aspect of Seller's design, specifications, equipment or facilities, including, but not limited to, safety, durability, reliability, strength, capacity, adequacy or economic feasibility.
- 3.2 Qualifying Facility Status - Seller warrants that the Facility is a "Qualifying Facility," as that term

- 1.14 "Maximum Capacity Amount" – The maximum capacity (MW) of the Facility will be as specified in Appendix B of this Agreement.
- 1.15 "Metering Equipment" - All equipment specified in Schedule 72, the Generation Interconnection Process, this Agreement and any additional equipment specified in Appendix B required to measure, record and telemeter power flows between the Seller's electric generation plant and Idaho Power's system.
- 1.16 "Net Energy" – All of the electric energy produced by the Facility, less Station Use, less Losses, expressed in kilowatt hours (kWh). Seller commits to deliver all Net Energy to Idaho Power at the Point of Delivery for the full term of the Agreement. Net Energy does not include Inadvertent Energy.
- 1.17 "Operation Date" – The day commencing at 0001 hours, Mountain Time, following the day that all requirements of paragraph 5.2 have been completed.
- 1.18 "Point of Delivery" – The location specified in Appendix B, where Idaho Power's and the Seller's electrical facilities are interconnected.
- 1.19 "Prudent Electrical Practices" – Those practices, methods and equipment that are commonly and ordinarily used in electrical engineering and operations to operate electric equipment lawfully, safely, dependably, efficiently and economically.
- 1.20 "Scheduled Operation Date" – The date specified in Appendix B when Seller anticipates achieving the Operation Date.
- 1.21 "Schedule 72" – Idaho Power's Tariff No 101, Schedule 72 or its successor schedules as approved by the Commission.
- 1.22 "Season" – The three periods identified in paragraph 6.2.1 of this Agreement.
- 1.23 "Special Facilities" - Additions or alterations of transmission and/or distribution lines and transformers as described in Appendix B, Schedule 72 or the Generation Interconnection Process required to safely interconnect the Seller's Facility to the Idaho Power system.
- 1.24 "Station Use" – Electric energy that is used to operate equipment that is auxiliary or otherwise related to the production of electricity by the Facility.

is used and defined in 18 CFR §292.207. After initial qualification, Seller will take such steps as may be required to maintain the Facility's Qualifying Facility status during the term of this Agreement and Seller's failure to maintain Qualifying Facility status will be a Material Breach of this Agreement. Idaho Power reserves the right to review the Seller's Qualifying Facility status and associated support and compliance documents at anytime during the term of this Agreement.

- 3.3 FERC License - Seller warrants that Seller possesses a valid license or exemption from licensing from the Federal Energy Regulatory Commission ("FERC") for the Facility. Seller recognizes that Seller's possession and retention of a valid FERC license or exemption is a material part of the consideration for Idaho Power's execution of this Agreement. Seller will take such steps as may be required to maintain a valid FERC license or exemption for the Facility during the term of this Agreement, and Seller's failure to maintain a valid FERC license or exemption will be a material breach of this Agreement.

ARTICLE IV: CONDITIONS TO ACCEPTANCE OF ENERGY

- 4.1 Prior to the First Energy Date and as a condition of Idaho Power's acceptance of deliveries of energy from the Seller, Seller shall:
- 4.1.1 Submit proof to Idaho Power that all licenses, permits or approvals necessary for Seller's operations have been obtained from applicable federal, state or local authorities, including, but not limited to, evidence of compliance with Subpart B, 18 CFR 292.207.
- 4.1.2 Opinion of Counsel - Submit to Idaho Power an Opinion Letter signed by an attorney admitted to practice and in good standing in the State of Idaho providing an opinion that Seller's licenses, permits and approvals as set forth in paragraph 4.1.1 above are legally and validly issued, are held in the name of the Seller and, based on a reasonable independent review, counsel is of the opinion that Seller is in substantial compliance with said permits as of the date of the Opinion Letter. The Opinion Letter will be in a form acceptable to Idaho Power and will acknowledge that the attorney rendering the opinion understands that Idaho Power is relying on said opinion. Idaho

Power's acceptance of the form will not be unreasonably withheld. The Opinion Letter will be governed by and shall be interpreted in accordance with the legal opinion accord of the American Bar Association Section of Business Law (1991).

- 4.1.3 Initial Capacity Determination - Submit to Idaho Power such data as Idaho Power may reasonably require to perform the Initial Capacity Determination. The Seller will submit to Idaho Power data confirming the nameplate rating of this Facility as being the rating as specified in Appendix B of this Agreement, upon confirmation of the nameplate rating being 1.9 MW or less as specified in Appendix B, Idaho Power will accept this documentation as satisfying the Initial Capacity Determination requirement of this Agreement.
- 4.1.4 Engineer's Certifications - Submit an executed Engineer's Certification of Design & Construction Adequacy and an Engineer's Certification of Operations and Maintenance (O&M) Policy as described in Commission Order No. 21690. These certificates will be in the form specified in Appendix C but may be modified to the extent necessary to recognize the different engineering disciplines providing the certificates.
- 4.1.5 Insurance - Submit written proof to Idaho Power of all insurance required in Article XV.
- 4.1.6 Interconnection - Provide written proof to Idaho Power that all Schedule 72 and Generation Interconnection Process requirements have been completed.
- 4.1.7 Written Acceptance - Request and obtain written confirmation from Idaho Power that all conditions to acceptance of energy have been fulfilled. Such written confirmation shall be provided within a commercially reasonable time following the Seller's request and will not be unreasonably withheld by Idaho Power.

ARTICLE V: TERM AND OPERATION DATE

- 5.1 Term - Subject to the provisions of paragraph 5.2 below, this Agreement shall become effective on the date first written and shall continue in full force and effect for a period of twenty (20) Contract Years from the Operation Date.

5.2 Operation Date - The Operation Date may occur only after the Facility has achieved all of the following:

- a) Achieved the First Energy Date.
- b) Commission approval of this Agreement in a form acceptable to Idaho Power has been received.
- c) Seller has demonstrated to Idaho Power's satisfaction that the Facility is complete and able to provide energy in a consistent, reliable and safe manner.
- d) Seller has requested an Operation Date from Idaho Power in a written format.
- e) Seller has received written confirmation from Idaho Power of the Operation Date.

This confirmation will not be unreasonably withheld by Idaho Power.

5.3 Seller's failure to achieve the Operation Date within ten (10) months of the Scheduled Operation Date will be an event of default.

ARTICLE VI: PURCHASE AND SALE OF NET ENERGY

6.1 Delivery and Acceptance of Net Energy - Except when either Party's performance is excused as provided herein, Idaho Power will purchase and Seller will sell all of the Net Energy to Idaho Power at the Point of Delivery. All Inadvertent Energy produced by the Facility will also be delivered by the Seller to Idaho Power at the Point of Delivery. At no time will the total amount of Net Energy and/or Inadvertent Energy produced by the Facility and delivered by the Seller to the Point of Delivery exceed the Maximum Capacity Amount.

6.2 Net Energy Amounts - Seller intends to produce and deliver Net Energy in the following monthly amounts:

6.2.1 Initial Year Monthly Net Energy Amounts:

	<u>Month</u>	<u>kWh</u>
Season 1	March	0
	April	0
	May	0
Season 2	July	1,112,000
	August	1,016,000
	November	0
	December	0
Season 3	June	556,600
	September	617,000
	October	0
	January	0
	February	0

6.2.2 Ongoing Monthly Net Energy Amounts - Seller shall initially provide Idaho Power with one year of monthly generation estimates (Initial Year Monthly Net Energy Amounts) and beginning at the end of month nine and every three months thereafter provide Idaho Power with an additional three months of forward generation estimates. This information will be provided to Idaho Power by written notice in accordance with paragraph 28.1, no later than 5:00 PM of the 5th day following the end of the previous month. If the Seller does not provide the Ongoing Monthly Net Energy amounts in a timely manner, Idaho Power will use the most recent 3 months of the Initial Year Monthly Net Energy Amounts specified in paragraph 6.2.1 for the next 3 months of monthly Net Energy amounts.

6.2.3 Seller's Adjustment of Net Energy Amount -

6.2.3.1 No later than the Operation Date, by written notice given to Idaho Power in accordance with paragraph 28.1, the Seller may revise all of the previously provided Initial Year Monthly Net Energy Amounts.

6.2.3.2 Beginning with the end of the 3rd month after the Operation Date and at the end of every third month thereafter: (1) the Seller may not revise the immediate next three months of previously provided Net Energy Amounts, (2) but by written notice given to Idaho Power in accordance with paragraph 28.1, no later than 5:00 PM of the 5th day following the end of the previous month, the Seller may revise all other previously provided Net Energy Amounts. Failure to provide timely written notice of changed amounts will be deemed to be an election of no change.

6.2.4 Idaho Power Adjustment of Net Energy Amount – If Idaho Power is excused from accepting the Seller's Net Energy as specified in paragraph 14.2.1 or if the Seller declares a Suspension of Energy Deliveries as specified in paragraph 14.3.1 and the Seller's declared Suspension of Energy Deliveries is accepted by Idaho Power, the Net Energy Amount as specified in paragraph 6.2 for the specific month in which the reduction or suspension under paragraph 14.2.1 or 14.3.1 occurs will be reduced in accordance with the following:

Where:

NEA = Current Month's Net Energy Amount (Paragraph 6.2)

SGU = a.) If Idaho Power is excused from accepting the Seller's Net Energy as specified in paragraph 14.2.1 this value will be equal to the percentage of curtailment as specified by Idaho Power multiplied by the TGU as defined below.

b.) If the Seller declares a Suspension of Energy Deliveries as specified in paragraph 14.3.1 this value will be the sum of the individual generation units size ratings as specified in Appendix B that are impacted by the circumstances causing the Seller to declare a Suspension of Energy Deliveries.

TGU = Sum of all of the individual generator ratings of the generation units at this Facility as specified in Appendix B of this agreement.

RSH = Actual hours the Facility's Net Energy deliveries were either reduced or suspended under paragraph 14.2.1 or 14.3.1

TH = Actual total hours in the current month

Resulting formula being:

$$\text{Adjusted Net Energy Amount} = \text{NEA} - \left(\left(\frac{\text{SGU}}{\text{TGU}} \times \text{NEA} \right) \times \left(\frac{\text{RSH}}{\text{TH}} \right) \right)$$

This Adjusted Net Energy Amount will be used in applicable Surplus Energy calculations for only the specific month in which Idaho Power was excused from accepting the Seller's Net Energy or the Seller declared a Suspension of Energy.

- 6.3 Unless excused by an event of Force Majeure, Seller's failure to deliver Net Energy in any Contract Year in an amount equal to at least ten percent (10%) of the sum of the Initial Year Net Energy Amounts as specified in paragraph 6.2 shall constitute an event of default.

ARTICLE VII: PURCHASE PRICE AND METHOD OF PAYMENT

- 7.1 Net Energy Purchase Price – For all Net Energy, Idaho Power will pay the non-levelized energy price in accordance with Commission Order 29646 with seasonalization factors applied:

	Season 1 - (73.50 %)	Season 2 - (120.00 %)	Season 3 - (100.00 %)
<u>Year</u>	<u>Mills/kWh</u>	<u>Mills/kWh</u>	<u>Mills/kWh</u>
2006	37.85	61.80	51.50
2007	38.73	63.23	52.69
2008	39.62	64.68	53.90
2009	40.53	66.17	55.14
2010	41.46	67.69	56.41
2011	42.42	69.25	57.71
2012	43.39	70.85	59.04
2013	44.39	72.48	60.40
2014	45.42	74.16	61.80
2015	46.47	75.86	63.22
2016	47.54	77.62	64.68
2017	48.63	79.40	66.17
2018	49.76	81.24	67.70
2019	50.91	83.11	69.26
2020	52.07	85.02	70.85
2021	53.28	86.99	72.49

2022	54.51	88.99	74.16
2023	55.76	91.04	75.87
2024	57.05	93.14	77.62
2025	58.37	95.29	79.41
2026	59.72	97.50	81.25

7.2 Surplus Energy Price - For all Surplus Energy, Idaho Power shall pay to the Seller the current month's Market Energy Cost or the Net Energy Purchase Price specified in paragraph 7.1, whichever is lower.

7.3 Inadvertent Energy –

7.3.1 Inadvertent Energy is electric energy produced by the Facility, expressed in kWh, which the Seller delivers to Idaho Power at the Point of Delivery that exceeds 10,000 kW multiplied by the hours in the specific month in which the energy was delivered. (For example January contains 744 hours. 744 hours times 10,000 kW = 7,440,000 kWh. Energy delivered in January in excess of 7,440, 000 kWh in this example would be Inadvertent Energy.)

7.3.2 Although Seller intends to design and operate the Facility to generate no more than 10 average MW and therefore does not intend to generate Inadvertent Energy, Idaho Power will accept Inadvertent Energy that does not exceed the Maximum Capacity Amount but will not purchase or pay for Inadvertent Energy

7.4 Payment Due Date – Energy payments to the Seller will be disbursed within 30 days of the date which Idaho Power receives and accepts the documentation of the monthly Net Energy and Inadvertent Energy actually produced by the Seller's Facility and delivered to Idaho Power as specified in Appendix A.

7.5 Continuing Jurisdiction of the Commission – This Agreement is a special contract and, as such, the rates, terms and conditions contained in this Agreement will be construed in accordance with Idaho Power Company v. Idaho Public Utilities Commission and Afton Energy, Inc., 107 Idaho 781, 693 P.2d 427 (1984); Idaho Power Company v. Idaho Public Utilities Commission, 107 Idaho 1122, 695 P.2d 1 261 (1985); Afton Energy, Inc. v. Idaho Power Company, 111 Idaho 925,

729 P.2d 400 (1986); Section 210 of the Public Utilities Regulatory Policies Act of 1978 and 18 CFR §292.303-308.

ARTICLE VIII: ENVIRONMENTAL ATTRIBUTES

- 8.1 Idaho Power waives any claim to ownership of Environmental Attributes. Environmental Attributes include, but are not limited to, Green Tags, Green Certificates, Renewable Energy Credits (RECs) and Tradable Renewable Certificates (TRCs) directly associated with the production of energy from the Seller's Facility.

ARTICLE IX: FACILITY AND INTERCONNECTION

- 9.1 Design of Facility - Seller will design, construct, install, own, operate and maintain the Facility and any Seller-owned Interconnection Facilities so as to allow safe and reliable generation and delivery of Net Energy and Inadvertent Energy to the Idaho Power Point of Delivery for the full term of the Agreement.
- 9.2 Interconnection Facilities - Except as specifically provided for in this Agreement, the required Interconnection Facilities will be in accordance with Schedule 72, the Generation Interconnection Process and Appendix B. The Seller is responsible for all costs associated with this equipment as specified in Schedule 72 and the Generation Interconnection Process, including but not limited to initial costs incurred by Idaho Power for equipment costs, installation costs and ongoing monthly Idaho Power operations and maintenance expenses.

ARTICLE X: DISCONNECTION EQUIPMENT

- 10.1 Except as specifically provided for in this Agreement, the required Disconnection Equipment will be in accordance with Schedule 72, the Generation Interconnection Process and Appendix B. The Seller is responsible for all costs associated with this equipment as specified in Schedule 72 and the Generation Interconnection Process, including but not limited to initial costs incurred by Idaho Power for equipment costs, installation costs and Idaho Power ongoing monthly operations

and monthly maintenance expenses.

ARTICLE XI: METERING AND TELEMETRY

- 11.1 Metering and Telemetry - Idaho Power shall, for the account of Seller, provide, install, and maintain Metering Equipment to be located at a mutually agreed upon location to record and measure power flows to Idaho Power in accordance with Schedule 72, Generation Interconnection Process and Appendix B of this Agreement. The Metering Equipment will be at the location and the type required to measure, record and report the Facility's Net Energy, Station Use, Inadvertent Energy and maximum energy deliveries (kW) in a manner to provide Idaho Power adequate energy measurement data to administer this Agreement and to integrate this Facility's energy production into the Idaho Power electrical system. All Metering Equipment and installation costs shall be borne by Seller, including costs incurred by Idaho Power for inspecting and testing such equipment at reasonable intervals at Idaho Power's actual cost of providing this Metering Equipment and services. The Metering Equipment shall be at the location described in Appendix B of this Agreement. All meters used to determine the billing hereunder shall be sealed and the seals shall be broken only by Idaho Power when the meters are to be inspected, tested or adjusted.
- 11.2 Meter Inspection - Idaho Power shall inspect installations annually and test meters on the applicable periodic test schedule relevant to the equipment installed as specified in Appendix B of this Agreement. If requested by Seller, Idaho Power shall make a special inspection or test of a meter and Seller shall pay the reasonable costs of such special inspection. Both Parties shall be notified of the time when any inspection or test shall take place, and each Party may have representatives present at the test or inspection. If a meter is found to be inaccurate or defective, it shall be adjusted, repaired or replaced, at Idaho Power's expense in order to provide accurate metering. If a meter fails to register, or if the measurement made by a meter during a test varies by more than two percent (2 %) from the measurement made by the standard meter used in the test, adjustment (either upward or downward) to the payments Seller has received shall be made

to correct those payments affected by the inaccurate meter for the actual period during which inaccurate measurements were made. If the actual period cannot be determined, corrections to the payments will be based on the shorter of (1) a period equal to one-half the time from the date of the last previous test of the meter to the date of the test which established the inaccuracy of the meter; or (2) six (6) months.

- 11.3 Telemetry – Idaho Power will install, operate and maintain at Seller's expense metering, communications and telemetry equipment which will be capable of providing Idaho Power with continuous instantaneous telemetry of Seller's Net Energy and Inadvertent Energy produced and delivered to the Idaho Power Point of Delivery to Idaho Power's Designated Dispatch Facility.

ARTICLE XII: RECORDS

- 12.1 Maintenance of Records - Seller shall maintain at the Facility or such other location mutually acceptable to the Parties adequate total generation, Net Energy, Station Use, Inadvertent Energy and maximum generation (kW) records in a form and content recommended by Idaho Power.
- 12.2 Inspection - Either Party, after reasonable notice to the other Party, shall have the right, during normal business hours, to inspect and audit any or all generation, Net Energy, Station Use, Inadvertent Energy and maximum generation (kW) records pertaining to the Seller's Facility.

ARTICLE XIII: PROTECTION

- 13.1 Seller shall construct, operate and maintain the Facility and Seller-furnished Interconnection Facilities in accordance with Schedule 72, the Generation Interconnection Process, Appendix B of this Agreement, Prudent Electrical Practices, the National Electrical Code, the National Electrical Safety Code and any other applicable local, state and federal codes. Seller acknowledges receipt of the Generation Interconnection Process. If, in the reasonable opinion of Idaho Power, Seller's operation of the Facility or Interconnection Facilities is unsafe or may otherwise adversely affect Idaho Power's equipment, personnel or service to its customers, Idaho Power may physically interrupt the flow of energy from the Facility as specified within Schedule

72, the Generation Interconnection Process or take such other reasonable steps as Idaho Power deems appropriate. Except in the case of an emergency, Idaho Power will attempt to notify Seller of such interruption prior to its occurrence as provided in paragraph 14.9. Seller shall provide and maintain adequate protective equipment sufficient to prevent damage to the Facility and Seller-furnished Interconnection Facilities. In some cases, some of Seller's protective relays will provide back-up protection for Idaho Power's facilities. In that event, Idaho Power will test such relays annually and Seller will pay the actual cost of such annual testing.

ARTICLE XIV: OPERATIONS

14.1 Communications - Idaho Power and the Seller shall maintain appropriate operating communications through Idaho Power's Designated Dispatch Facility in accordance with Appendix A of this Agreement.

14.2 Energy Acceptance -

14.2.1 Idaho Power shall be excused from accepting and paying for Net Energy or accepting Inadvertent Energy produced by the Facility and delivered by the Seller to the Point of Delivery, if it is prevented from doing so by an event of Force Majeure, or if Idaho Power determines that curtailment, interruption or reduction of Net Energy or Inadvertent Energy deliveries is necessary because of line construction or maintenance requirements, emergencies, electrical system operating conditions on its system or as otherwise required by Prudent Electrical Practices. If, for reasons other than an event of Force Majeure, Idaho Power requires such a curtailment, interruption or reduction of Net Energy deliveries for a period that exceeds twenty (20) days, beginning with the twenty-first day of such interruption, curtailment or reduction, Seller will be deemed to be delivering Net Energy at a rate equivalent to the pro rata daily average of the amounts specified for the applicable month in paragraph 6.2. Idaho Power will notify Seller when the interruption, curtailment or reduction is terminated.

14.2.2 If, in the reasonable opinion of Idaho Power, Seller's operation of the Facility or Interconnection Facilities is unsafe or may otherwise adversely affect Idaho Power's equipment, personnel or service to its customers, Idaho Power may physically interrupt the flow of energy from the Facility as specified within Schedule 72 or take such other reasonable steps as Idaho Power deems appropriate.

14.2.3 Under no circumstances will the Seller deliver Net Energy and/or Inadvertent Energy from the Facility to the Point of Delivery in an amount that exceeds the Maximum Capacity Amount. Seller's failure to limit deliveries to the Maximum Capacity Amount will be a Material Breach of this Agreement.

14.3 Seller Declared Suspension of Energy Deliveries

14.3.1 If the Seller's Facility experiences a forced outage due to equipment failure which is not caused by an event of Force Majeure or by neglect, disrepair or lack of adequate preventative maintenance of the Seller's Facility, Seller may, after giving notice as provided in paragraph 14.3.2 below, temporarily suspend all deliveries of Net Energy to Idaho Power from the Facility or from individual generation unit(s) within the Facility impacted by the forced outage for a period of not less than 48 hours to correct the forced outage condition ("Declared Suspension of Energy Deliveries"). The Seller's Declared Suspension of Energy Deliveries will begin at the start of the next full hour following the Seller's telephone notification as specified in paragraph 14.3.2 and will continue for the time as specified (not less than 48 hours) in the written notification provided by the Seller. In the month(s) in which the Declared Suspension of Energy occurred, the Net Energy Amount will be adjusted as specified in paragraph 6.2.4.

14.3.2 If the Seller desires to initiate a Declared Suspension of Energy Deliveries as provided in paragraph 14.3.1, the Seller will notify the Designated Dispatch Facility by telephone. The beginning hour of the Declared Suspension of Energy Deliveries will be at the earliest the next full hour after making telephone contact with Idaho Power. The Seller will, within 24 hours after the telephone contact, provide Idaho Power a written notice in

accordance with Article XXVIII that will contain the beginning hour and duration of the Declared Suspension of Energy Deliveries and a description of the conditions that caused the Seller to initiate a Declared Suspension of Energy Deliveries. Idaho Power will review the documentation provided by the Seller to determine Idaho Power's acceptance of the described forced outage as qualifying for a Declared Suspension of Energy Deliveries as specified in paragraph 14.3.1. Idaho Power's acceptance of the Seller's forced outage as an acceptable forced outage will be based upon the clear documentation provided by the Seller that the forced outage is not due to an event of Force Majeure or by neglect, disrepair or lack of adequate preventative maintenance of the Seller's Facility.

- 14.5 Voltage Levels - Seller, in accordance with Prudent Electrical Practices shall minimize voltage fluctuations and maintain voltage levels acceptable to Idaho Power. Idaho Power may, in accordance with Prudent Electrical Practices, upon one hundred eighty (180) days' notice to the Seller, change its nominal operating voltage level by more than ten percent (10%) at the Point of Delivery, in which case Seller shall modify, at Idaho Power's expense, Seller's equipment as necessary to accommodate the modified nominal operating voltage level.
- 14.6 Generator Ramping - Idaho Power, in accordance with Prudent Electrical Practices, shall have the right to limit the rate that generation is changed at startup, during normal operation or following reconnection to Idaho Power's electrical system. Generation ramping may be required to permit Idaho Power's voltage regulation equipment time to respond to changes in power flow.
- 14.7 Scheduled Maintenance - On or before January 31 of each calendar year, Seller shall submit a written proposed maintenance schedule of significant Facility maintenance for that calendar year and Idaho Power and Seller shall mutually agree as to the acceptability of the proposed schedule. The Parties' determination as to the acceptability of the Seller's timetable for scheduled maintenance will take into consideration Prudent Electrical Practices, Idaho Power system requirements and the Seller's preferred schedule. Neither Party shall unreasonably withhold acceptance of the proposed maintenance schedule.
- 14.8 Maintenance Coordination - The Seller and Idaho Power shall, to the extent practical, coordinate

- (b) A provision stating that such policy shall not be canceled or the limits of liability reduced without sixty (60) days' prior written notice to Idaho Power.

- 15.3 Seller to Provide Certificate of Insurance - As required in paragraph 4.1.5 herein and annually thereafter, Seller shall furnish Idaho Power a certificate of insurance, together with the endorsements required therein, evidencing the coverage as set forth above.
- 15.4 Seller to Notify Idaho Power of Loss of Coverage - If the insurance coverage required by paragraph 15.2 shall lapse for any reason, Seller will immediately notify Idaho Power in writing. The notice will advise Idaho Power of the specific reason for the lapse and the steps Seller is taking to reinstate the coverage. Failure to provide this notice and to expeditiously reinstate or replace the coverage will constitute a Material Breach of this Agreement.

ARTICLE XVI: FORCE MAJEURE

- 16.1 As used in this Agreement, "Force Majeure" or "an event of Force Majeure" means any cause beyond the control of the Seller or of Idaho Power which, despite the exercise of due diligence, such Party is unable to prevent or overcome. Force Majeure includes, but is not limited to, acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, or changes in law or regulation occurring after the Operation Date, which, by the exercise of reasonable foresight such party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome. If either Party is rendered wholly or in part unable to perform its obligations under this Agreement because of an event of Force Majeure, both Parties shall be excused from whatever performance is affected by the event of Force Majeure, provided that:

- (1) The non-performing Party shall, as soon as is reasonably possible after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence.
- (2) The suspension of performance shall be of no greater scope and of no longer duration than is required by the event of Force Majeure.

- (3) No obligations of either Party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence.

ARTICLE XVII: LAND RIGHTS

- 17.1 Seller to Provide Access - Seller hereby grants to Idaho Power for the term of this Agreement all necessary rights-of-way and easements to install, operate, maintain, replace, and remove Idaho Power's Metering Equipment, Interconnection Equipment, Disconnection Equipment, Protection Equipment and other Special Facilities necessary or useful to this Agreement, including adequate and continuing access rights on property of Seller. Seller warrants that it has procured sufficient easements and rights-of-way from third parties so as to provide Idaho Power with the access described above. All documents granting such easements or rights-of-way shall be subject to Idaho Power's approval and in recordable form.
- 17.2 Use of Public Rights-of-Way - The Parties agree that it is necessary to avoid the adverse environmental and operating impacts that would occur as a result of duplicate electric lines being constructed in close proximity. Therefore, subject to Idaho Power's compliance with paragraph 17.4, Seller agrees that should Seller seek and receive from any local, state or federal governmental body the right to erect, construct and maintain Seller-furnished Interconnection Facilities upon, along and over any and all public roads, streets and highways, then the use by Seller of such public right-of-way shall be subordinate to any future use by Idaho Power of such public right-of-way for construction and/or maintenance of electric distribution and transmission facilities and Idaho Power may claim use of such public right-of-way for such purposes at any time. Except as required by paragraph 17.4, Idaho Power shall not be required to compensate Seller for exercising its rights under this paragraph 17.2.
- 17.3 Joint Use of Facilities - Subject to Idaho Power's compliance with paragraph 17.4, Idaho Power may use and attach its distribution and/or transmission facilities to Seller's Interconnection

Facilities, may reconstruct Seller's Interconnection Facilities to accommodate Idaho Power's usage or Idaho Power may construct its own distribution or transmission facilities along, over and above any public right-of-way acquired from Seller pursuant to paragraph 17.2, attaching Seller's Interconnection Facilities to such newly constructed facilities. Except as required by paragraph 17.4, Idaho Power shall not be required to compensate Seller for exercising its rights under this paragraph 17.3.

- 17.4 Conditions of Use - It is the intention of the Parties that the Seller be left in substantially the same condition, both financially and electrically, as Seller existed prior to Idaho Power's exercising its rights under this Article XVII. Therefore, the Parties agree that the exercise by Idaho Power of any of the rights enumerated in paragraphs 17.2 and 17.3 shall: (1) comply with all applicable laws, codes and Prudent Electrical Practices, (2) equitably share the costs of installing, owning and operating jointly used facilities and rights-of-way. If the Parties are unable to agree on the method of apportioning these costs, the dispute will be submitted to the Commission for resolution and the decision of the Commission will be binding on the Parties, and (3) shall provide Seller with an interconnection to Idaho Power's system of equal capacity and durability as existed prior to Idaho Power exercising its rights under this Article XVII.

ARTICLE XVIII: LIABILITY; DEDICATION

- 18.1 Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public or affect the status of Idaho Power as an independent public utility corporation or Seller as an independent individual or entity.

ARTICLE XIX: SEVERAL OBLIGATIONS

- 19.1 Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained

in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or impose a trust or partnership duty, obligation or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

ARTICLE XX: WAIVER

- 20.1 Any waiver at any time by either Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XXI: CHOICE OF LAWS AND VENUE

- 21.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho without reference to its choice of law provisions.
- 21.2 Venue for any litigation arising out of or related to this Agreement will lie in the District Court of the Fourth Judicial District of Idaho in and for the County of Ada.

ARTICLE XXII: DISPUTES AND DEFAULT

- 22.1 Disputes - All disputes related to or arising under this Agreement, including, but not limited to, the interpretation of the terms and conditions of this Agreement, will be submitted to the Commission for resolution.

22.2 Notice of Default -

- 22.2.1 Defaults. If either Party fails to perform any of the terms or conditions of this Agreement (an "event of default"), the nondefaulting Party shall cause notice in writing to be given to the defaulting Party, specifying the manner in which such default occurred. If the defaulting Party shall fail to cure such default within the sixty (60) days after service of such notice, or if the defaulting Party reasonably demonstrates to the other Party that the default can be cured within a commercially reasonable time but not within such sixty (60) day period and then fails to diligently

pursue such cure, then, the nondefaulting Party may, at its option, terminate this Agreement and/or pursue its legal or equitable remedies.

22.2.2 Material Breaches – The notice and cure provisions in paragraph 22.2.1 do not apply to defaults identified in this Agreement as Material Breaches. Material Breaches must be cured as expeditiously as possible following occurrence of the breach.

22.3 Security for Performance - Prior to the Operation Date and thereafter for the full term of this Agreement, Seller will provide Idaho Power with the following:

22.3.1 Insurance - Evidence of compliance with the provisions of paragraph 15.2. If Seller fails to comply, such failure will be a Material Breach and may only be cured by Seller supplying evidence that the required insurance coverage has been replaced or reinstated;

22.3.2 Engineer's Certifications - Every three (3) years after the Operation Date, Seller will supply Idaho Power with a Certification of Ongoing Operations and Maintenance (O & M) from a Registered Professional Engineer licensed in the State of Idaho, which Certification of Ongoing O & M shall be in the form specified in Appendix C. Seller's failure to supply the required certificate will be an event of default. Such a default may only be cured by Seller providing the required certificate; and

22.3.3 Licenses and Permits - During the full term of this Agreement, Seller shall maintain compliance with all permits and licenses described in paragraph 4.1.1 of this Agreement. In addition, Seller will supply Idaho Power with copies of any new or additional permits or licenses. At least every fifth Contract Year, Seller will update the documentation described in Paragraph 4.1.1. If at any time Seller fails to maintain compliance with the permits and licenses described in paragraph 4.1.1 or to provide the documentation required by this paragraph, such failure will be an event of default and may only be cured by Seller submitting to Idaho Power evidence of compliance from the permitting agency.

ARTICLE XXIII: GOVERNMENTAL AUTHORIZATION

- 23.1 This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party of this Agreement.

ARTICLE XXIV: COMMISSION ORDER

- 24.1 This Agreement shall become finally effective upon the Commission's approval of all terms and provisions hereof without change or condition and declaration that all payments to be made to Seller hereunder shall be allowed as prudently incurred expenses for ratemaking purposes.

ARTICLE XXV: SUCCESSORS AND ASSIGNS

- 25.1 This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto, except that no assignment hereof by either Party shall become effective without the written consent of both Parties being first obtained. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, any party which Idaho Power may consolidate, or into which it may merge, or to which it may convey or transfer substantially all of its electric utility assets, shall automatically, without further act, and without need of consent or approval by the Seller, succeed to all of Idaho Power's rights, obligations and interests under this Agreement. This article shall not prevent a financing entity with recorded or secured rights from exercising all rights and remedies available to it under law or contract. Idaho Power shall have the right to be notified by the financing entity that it is exercising such rights or remedies.

ARTICLE XXVI: MODIFICATION

- 26.1 No modification to this Agreement shall be valid unless it is in writing and signed by both Parties and subsequently approved by the Commission.

ARTICLE XXVII: TAXES

- 27.1 Each Party shall pay before delinquency all taxes and other governmental charges which, if failed to be paid when due, could result in a lien upon the Facility or the Interconnection Facilities.

ARTICLE XXVIII: NOTICES

- 28.1 All written notices under this agreement shall be directed as follows and shall be considered delivered when deposited in the U. S. Mail, first-class postage prepaid, as follows:

To Seller: Riverside Hydro I, LLC
 P O Box 720
 Parma, ID 83660

To Idaho Power:

Original document to:

Vice President, Power Supply
Idaho Power Company
P O Box 70
Boise, Idaho 83707

Copy of document to:

Cogeneration and Small Power Production
Idaho Power Company
P O Box 70
Boise, Idaho 83707

ARTICLE XXIX: ADDITIONAL TERMS AND CONDITIONS

- 29.1 This Agreement includes the following appendices, which are attached hereto and included by reference:

Appendix A	-	Generation Scheduling and Reporting
Appendix B	-	Facility and Point of Delivery
Appendix C	-	Engineer's Certifications

ARTICLE XXX: SEVERABILITY

- 30.1 The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other terms or provisions and this Agreement shall be construed in all other respects as if the invalid or unenforceable term or provision were omitted.

ARTICLE XXXI: COUNTERPARTS

- 31.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

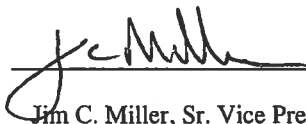
ARTICLE XXXII: ENTIRE AGREEMENT

- 32.1 This Agreement constitutes the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed in their respective names on the dates set forth below:

Idaho Power Company

By



Jim C. Miller, Sr. Vice President, Power Supply

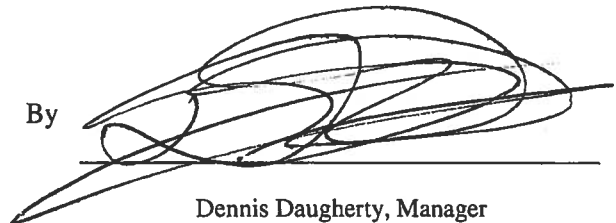
Dated

4/13/06

"Idaho Power"

Riverside Hydro I. LLC

By



Dennis Daugherty, Manager

Dated

4/12/06

"Seller"

APPENDIX A

A -1 MONTHLY POWER PRODUCTION AND SWITCHING REPORT

At the end of each month the following required documentation will be submitted to:

Idaho Power Company
Attn: Cogeneration and Small Power Production
P O Box 70
Boise, Idaho 83707

The Meter readings required on this report will be the reading on the Idaho Power Meter Equipment measuring the Facility's total energy production, Station Usage, Inadvertent Energy delivered to Idaho Power and the maximum generated energy (kW) as recorded on the Meter Equipment and/or any other required energy measurements to adequately administer this Agreement.

Idaho Power Company

Cogeneration and Small Power Production

MONTHLY POWER PRODUCTION AND SWITCHING REPORT

Month _____

Year _____

Project Name _____

Project Number: _____

Address _____

Phone Number: _____

City _____

State _____

Zip _____

Facility
Output

Station
Usage

Station
Usage

Metered
Maximum Generation

Meter Number: _____

End of Month kWh Meter Reading: _____

Beginning of Month kWh Meter: _____

Difference: _____

Times Meter Constant: _____

kWh for the Month: _____

Metered Demand: _____

kW

Net Generation

Breaker Opening Record

<u>Date</u>	<u>Time</u>	<u>Meter</u>

Breaker Closing Record

<u>* Reason</u>

<u>Date</u>	<u>Time</u>	<u>Meter</u>

* Breaker Opening Reason Codes

- 1 Lack of Adequate Prime Mover
- 2 Forced Outage of Facility
- 3 Disturbance of IPCo System
- 4 Scheduled Maintenance
- 5 Testing of Protection Systems
- 6 Cause Unknown
- 7 Other (Explain)

I hereby certify that the above meter readings are true and correct as of Midnight on the last day of the above month and that the switching record is accurate and complete as required by the Firm Energy Sales Agreement to which I am a Party.

Signature _____

Date _____

A-2 ROUTINE REPORTING

Idaho Power Contact Information

Daily Energy Production Reporting

Call daily by 10 a.m., 1-800-356-4328 or 1-800-635-1093 and leave the following information:

- Project Identification - Project Name and Project Number
- Current Meter Reading
- Estimated Generation for the current day
- Estimated Generation for the next day

Planned and Unplanned Project outages

Call 1-800-345-1319 and leave the following information:

- Project Identification - Project Name and Project Number
- Approximate time outage occurred
- Estimated day and time of project coming back online

Seller's Contact Information

24-Hour Project Operational Contact

Name:	Dennis Daugherty
Telephone Number:	208-722-6731
Cell Phone:	208-412-9815

Project On-site Contact information

Telephone Number:	208-412-9815
-------------------	--------------

APPENDIX B

FACILITY AND POINT OF DELIVERY

PROJECT NO. 21615200

MORA DROP SMALL HYDROELECTRIC FACILITY

B-1 DESCRIPTION OF FACILITY

The Facility will consist of:

A one unit Vertical Kaplan with adjustable runner blade design. It will have a rated speed of 257 rpm driving a 257 rpm vertical synchronous generator with output rated at 1600 kW but capable of 1850 kW voltage 4160 volt 60 hertz, rated power factor 0.9 with a SF of 1.15. Manufacture is CHEC.

B-2 LOCATION OF FACILITY

Near: South end of McDermott Road. Turn south off of I-84 onto Meridian Road, Travel to Kuna, Idaho. Turn West and travel thru Kuna west on Kuna Road until you come to McDermott Road, turn left (South) travel 2-miles to end of road.

Sections: 33 - Sw ¼ of Sw ¼ Township: 2 N Range: 1 W County: Ada
Idaho.

B-3 SCHEDULED FIRST ENERGY AND OPERATION DATE

Seller has selected May 15, 2006 as the estimated Scheduled First Energy Date.

Seller has selected July 1, 2006 as the estimated Scheduled Operation Date.

In making these selections, Seller recognizes that adequate testing of the Facility and completion of all requirements in paragraph 5.2 of this Agreement must be completed prior to the project being granted an Operation Date. Idaho Power, based on the information supplied by the Seller, will schedule its construction in accordance with Schedule 72 and the Generation Interconnection Process.

B-4 MAXIMUM CAPACITY AMOUNT: This value will be 1.9 MW which is consistent with the value provided by the Seller to Idaho Power in the Generation Interconnection process. This value is the maximum energy (MW) that potentially could be delivered by the Seller's Facility to the Idaho Power electrical system at any moment in time.

B-5 POINT OF DELIVERY

"Point of Delivery" means, unless otherwise agreed by both Parties, the point of where the Sellers Facility's energy is delivered to the Idaho Power electrical system. The Idaho Power Generation Interconnection process will determine the specific Point of Delivery for this Facility. Upon completion of the Generation Interconnection process the Point of Delivery identified by this process will become an integral part of this Agreement. The entire Generation Interconnection process, including but not limited to the equipment specifications and requirements is included by reference in this Agreement.

B-6 LOSSES

If the Idaho Power Metering equipment is capable of measuring the exact energy deliveries by the Seller to the Idaho Power electrical system at the Point of Delivery, no Losses will be calculated for this Facility. If the Idaho Power Metering is unable to measure the exact energy deliveries by the Seller to the Idaho Power electrical system at the Point of Delivery, a Losses calculation will be established to measure the energy losses (kWh) between the Seller's Facility and the Idaho Power Point of Delivery. This loss calculation will be initially set at 2% of the kWh energy production recorded on the Facility generation metering equipment. At such time as Seller provides Idaho Power with the electrical equipment specifications (transformer loss specifications, conductor sizes, etc) of all of the electrical equipment between the Facility and the Idaho Power electrical system, Idaho Power will configure a revised loss calculation formula to be agreed to by both parties and used to calculate the kWh Losses for the remaining term of the

Agreement. If at anytime during the term of this Agreement, Idaho Power determines that the loss calculation does not correctly reflect the actual kWh losses attributed to the electrical equipment between the Facility and the Idaho Power electrical system, Idaho Power may adjust the calculation and retroactively adjust the previous months kWh loss calculations.

B-7 METERING AND TELEMETRY

The Idaho Power Generation Interconnection process will determine the specific metering and telemetry requirements for this Facility. At the minimum the Metering Equipment and Telemetry equipment must be able to provide and record hourly energy deliveries to the Point of Delivery and any other energy measurements required to administer this Agreement. These specifications will include but not be limited to equipment specifications, equipment location, Idaho Power provided equipment, Seller provided equipment, and all costs associated with the equipment, design and installation of the Idaho Power provided equipment. The entire Generation Interconnection process, including but not limited to the equipment specifications and requirements is included by reference in this Agreement. Seller will arrange for and make available at Seller's cost communication circuit(s) compatible to Idaho Power's communications equipment and dedicated to Idaho Power's use terminating at the Idaho Power facilities capable of providing Idaho Power with continuous instantaneous information on the Facilities energy production. Idaho Power provided equipment will be owned and maintained by Idaho Power, with total cost of purchase, installation, operation, and maintenance, including administrative cost to be reimbursed to Idaho Power by the Seller. Payment of these costs will be in accordance with Schedule 72 and the total metering cost will be included in the calculation of the Monthly Operation and Maintenance Charges specified in Schedule 72.

B-8 SPECIAL FACILITIES

The Idaho Power Generation Interconnection process will determine the Special Facility requirements for this Facility. These specifications will include but not be limited to equipment

specifications, equipment location, Idaho Power provided equipment, Seller provided equipment, and all costs associated with the equipment, design and installation of the Idaho Power provided equipment. The entire Generation Interconnection process, including but not limited to the equipment specifications and requirements is included by reference in this Agreement. Idaho Power owned equipment will be maintained by Idaho Power, with total cost of purchase, installation, operation, and maintenance, including administrative cost to be reimbursed to Idaho Power by the Seller. Payment of these costs will be in accordance with Schedule 72 and the total Special Facility cost will be included in the calculation of the Monthly Operation and Maintenance Charges specified in Schedule 72.

B-9 REACTIVE POWER

The Idaho Power Generation Interconnection process will determine the reactive power required to be supplied by Idaho Power to the Seller, based upon information provided by the Seller. The Generation Interconnection process will specify the equipment required on the Idaho Power system to meet the Facility's reactive power requirements. These specifications will include but not be limited to equipment specifications, equipment location, Idaho Power provided equipment, Seller provided equipment, and all costs associated with the equipment, design and installation of the Idaho Power provided equipment. The entire Generation Interconnection process, including but not limited to the equipment specifications and requirements is included by reference in this Agreement. Idaho Power owned equipment will be maintained by Idaho Power, with total cost of purchase, installation, operation, and maintenance, including administrative cost to be reimbursed to Idaho Power by the Seller. Payment of these costs will be in accordance with Schedule 72 and the total reactive power cost will be included in the calculation of the Monthly Operation and Maintenance Charges specified in Schedule 72.

B-10 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 (1) the Seller's delivery of energy exceeds the Maximum Capacity Amount or (2) Idaho Power or the Seller require interruption or curtailment of energy deliveries to Idaho Power or (3) a disturbance on either Idaho Power's system or the Seller's Facility. The Idaho Power Generation Interconnection process will determine the Disconnection Equipment specifications and requirements for this Facility, this equipment is for protection of the Idaho Power system and equipment only. These specifications will include but not be limited to equipment specifications, equipment location, Idaho Power provided equipment, Seller provided equipment, and all costs associated with the equipment, design and installation of the Idaho Power provided equipment. Seller will install all Seller provided equipment, control wire and conduit necessary for the operation of the Disconnection Equipment. Through the Generation Interconnection process, Idaho Power will supply details for the disconnection panel and will test the equipment prior to any operations of the Facility, Seller will provide drawings of their interconnection wiring for engineering approval prior to installation. The entire Generation Interconnection process, including but not limited to the equipment specifications and requirements is included by reference in this Agreement. Idaho Power owned equipment will be maintained by Idaho Power, with total cost of purchase, installation, operation, and maintenance, including administrative cost to be reimbursed to Idaho Power by the Seller. Payment of these costs will be in accordance with Schedule 72 and the total Disconnection Equipment cost will be included in the calculation of the Monthly Operation and Maintenance Charges specified in Schedule 72.

B-11 COSTS

The Idaho Power Generation Interconnection process and this Agreement will identify all cost for this Facility to interconnect to the Idaho Power system, including but not limited to the cost of Metering equipment, Telemetry equipment, Special Facilities, Reactive Power, Disconnection equipment, Protection equipment and Interconnection Equipment. As specified in the Generation

Interconnection process and in accordance with Schedule 72 and this Agreement the Seller will reimburse Idaho Power for all costs associated with this equipment. In addition to the equipment, installation and construction charges as specified above, during the term of this Agreement, Seller will pay Idaho Power the monthly operation and maintenance charge specified in Schedule 72 or its successor schedules(s). The monthly operations and maintenance charge will begin on the first day of the month following the date which Idaho Power has completed installation of the Idaho Power provided equipment and the interconnection equipment is available for use by the Facility. The monthly operations and maintenance charge will be based upon the initial cost paid by the Seller in accordance with Schedule 72. Upon reconciliation of the actual costs, in accordance with Schedule 72 the monthly operations and maintenance charge will be adjusted to reflect the actual cost incurred by Idaho Power and previously charged monthly operation and maintenance expense will be revised to reflect the actual cost incurred by Idaho Power. Idaho Power will refund or Seller will remit any underpayment of the adjusted monthly operations and maintenance charge within sixty (60) days of the determination of this amount.

B-12 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 as required under Schedule 72, the Generation Interconnection Process and/or described in this Agreement, 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 obtain ownership of the Interconnection Facilities but instead wishes that Idaho Power reimburse the Seller for said Facilities the Seller may invoice Idaho Power for the net salvage value as estimated by Idaho Power and Idaho Power shall pay such amount to Seller within thirty (30) days after receipt of the invoice. Seller shall have the right to offset the invoice amount against any present or future payments due Idaho Power.

APPENDIX C
ENGINEER'S CERTIFICATION
OF
OPERATIONS & MAINTENANCE POLICY

The undersigned _____, on behalf of himself and _____, hereinafter collectively referred to as "Engineer," hereby states and certifies to the Seller as follows:

1. That Engineer is a Licensed Professional Engineer in good standing in the State of Idaho.
2. That Engineer has reviewed the Energy Sales Agreement, hereinafter "Agreement," between Idaho Power as Buyer, and _____ as Seller, dated _____.
3. That the cogeneration or small power production project which is the subject of the Agreement and this Statement is identified as IPCo Facility No. _____ and is hereinafter referred to as the "Project."
4. That the Project, which is commonly known as the _____, is located in Section ____ Township _____, Range _____, Boise Meridian, _____ County, Idaho.
5. That Engineer recognizes that the Agreement provides for the Project to furnish electrical energy to Idaho Power for a twenty (20) year period.
6. That Engineer has substantial experience in the design, construction and operation of electric power plants of the same type as this Project.
7. That Engineer has no economic relationship to the Design Engineer of this Project.
8. That Engineer has reviewed and/or supervised the review of the Policy for Operation and Maintenance ("O&M") for this Project and it is his professional opinion that, provided said Project has been designed and built to appropriate standards, adherence to said O&M Policy will result in the

Project's producing at or near the design electrical output, efficiency and plant factor for a twenty (20) year period.

9. That Engineer recognizes that Idaho Power, in accordance with paragraph 5.2 of the Agreement, is relying on Engineer's representations and opinions contained in this Statement.

10. That Engineer certifies that the above statements are complete, true and accurate to the best of his knowledge and therefore sets his hand and seal below.

By _____

(P.E. Stamp)

Date _____

APPENDIX C
ENGINEER'S CERTIFICATION
OF
ONGOING OPERATIONS AND MAINTENANCE

The undersigned _____, on behalf of himself and _____ hereinafter collectively referred to as "Engineer," hereby states and certifies to the Seller as follows:

1. That Engineer is a Licensed Professional Engineer in good standing in the State of Idaho.
2. That Engineer has reviewed the Energy Sales Agreement, hereinafter "Agreement," between Idaho Power as Buyer, and _____ as Seller, dated _____.
3. That the cogeneration or small power production project which is the subject of the Agreement and this Statement is identified as IPCo Facility No. _____ and hereinafter referred to as the "Project".
4. That the Project, which is commonly known as the _____ Project, is located at _____.
5. That Engineer recognizes that the Agreement provides for the Project to furnish electrical energy to Idaho Power for a twenty (20) year period.
6. That Engineer has substantial experience in the design, construction and operation of electric power plants of the same type as this Project.
7. That Engineer has no economic relationship to the Design Engineer of this Project.
8. That Engineer has made a physical inspection of said Project, its operations and maintenance records since the last previous certified inspection. It is Engineer's professional opinion, based on the Project's appearance, that its ongoing O&M has been substantially in accordance with said O&M Policy; that it is in reasonably good operating condition; and that if adherence to said O&M Policy continues, the Project will continue producing at or near its design electrical output, efficiency and plant factor for the remaining _____ years of the Agreement.

9. That Engineer recognizes that Idaho Power, in accordance with paragraph 5.2 of the Agreement, is relying on Engineer's representations and opinions contained in this Statement.

10. That Engineer certifies that the above statements are complete, true and accurate to the best of his knowledge and therefore sets his hand and seal below.

By _____

(P.E. Stamp)

Date _____

APPENDIX C
ENGINEER'S CERTIFICATION
OF
DESIGN & CONSTRUCTION ADEQUACY

The undersigned _____, on behalf of himself and _____, hereinafter collectively referred to as "Engineer", hereby states and certifies to Idaho Power as follows:

1. That Engineer is a Licensed Professional Engineer in good standing in the State of Idaho.
2. That Engineer has reviewed the Firm Energy Sales Agreement, hereinafter "Agreement", between Idaho Power as Buyer, and _____ as Seller, dated _____.
3. That the cogeneration or small power production project, which is the subject of the Agreement and this Statement, is identified as IPCo Facility No _____ and is hereinafter referred to as the "Project".
4. That the Project, which is commonly known as the _____ Project, is located in Section _____, Township _____, Range _____, Boise Meridian, _____ County, Idaho.
5. That Engineer recognizes that the Agreement provides for the Project to furnish electrical energy to Idaho Power for a _____ (____) year period.
6. That Engineer has substantial experience in the design, construction and operation of electric power plants of the same type as this Project.
7. That Engineer has no economic relationship to the Design Engineer of this Project and has made the analysis of the plans and specifications independently.
8. That Engineer has reviewed the engineering design and construction of the Project, including the civil work, electrical work, generating equipment, prime mover conveyance system, Seller furnished Interconnection Facilities and other Project facilities and equipment.

9. That the Project has been constructed in accordance with said plans and specifications, all applicable codes and consistent with Prudent Electrical Practices as that term is described in the Agreement.

10. That the design and construction of the Project is such that with reasonable and prudent operation and maintenance practices by Seller, the Project is capable of performing in accordance with the terms of the Agreement and with Prudent Electrical Practices for a _____ (_____) year period.

11. That Engineer recognizes that Idaho Power, in accordance with paragraph 5.2 of the Agreement, in interconnecting the Project with its system, is relying on Engineer's representations and opinions contained in this Statement.

12. That Engineer certifies that the above statements are complete, true and accurate to the best of his knowledge and therefore sets his hand and seal below.

By _____
(P.E. Stamp)

Date _____

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Boise-Kuna Irrigation District	)	
Nampa and Meridian Irrigation District	)	
New York Irrigation District	)	Project No. 3403
Wilder Irrigation District	)	
Big Bend Irrigation District	)	

ORDER GRANTING EXEMPTION FOR SMALL
CONDUIT HYDROELECTRIC FACILITIES

(Issued December 18, 1980)

On August 27, 1980, the Boise-Kuna Irrigation District, Nampa and Meridian Irrigation District, New York Irrigation District, Wilder Irrigation District, and Big Bend Irrigation District, collectively known as the Boise Project Board of Control (Applicant) filed an application under Section 30 of the Federal Power Act (Act) [16 U.S.C. Section 823(a)] 1/ for exemption of a proposed hydroelectric project from requirement of Part I of the Act. 2/ The proposed 1,900 kW Mora Canal Drop Power Plant (FERC Project No. 3403) would be located on the Applicant's Mora Canal approximately 38 miles downstream of the Boise River Diversion Dam in Ada County, Idaho. The water is diverted, for irrigation purposes, at the Boise River Diversion Dam into the New York Canal; the Mora Canal branches from the New York Canal 26 miles downstream of the diversion point. The Mora Canal drop structure is located 12 miles below the branch point.

Notice and Comments - Notice of the application was published and comments were requested from interested Federal and State agencies, including (in accordance with Section 30 of the Act) the U. S. Fish and Wildlife Service and the Idaho Department of Fish and Game (DFG). DFG, the only responding agency, had no objection to issuance of this exemption but stated that design precautions should be taken to prevent electrocution of raptors by the proposed transmission line. Standard Article 2, included in this exemption, requires compliance with any conditions that Federal or State fish and wildlife agencies have determined appropriate to prevent loss of, or damage to, fish and wildlife resources.

1/ Section 30, giving the Commission discretionary authority to exempt certain small hydroelectric facilities located on man-made water conduits from the requirements of Part I, was added to the Act by the Public Utility Regulatory Policies Act of 1978. Pub. L. No. 95-617, §213 (November 9, 1978).

2/ This order is issued by delegation of authority under Section 375.308 (11) (of the Commission's regulations, as amended in Docket No. RM80-65 (November 9, 1980)).

DEC 18 1980

DC-A-43

DOCKET SECTION

-2-

It is ordered that:

(A) The Mora Canal Drop Power Plant of the Boise Project Board of Control, as designated and described in its application for exemption, is granted exemption from all of the requirements of Part I of the Federal Power Act, including licensing, subject to the standard articles in Section 4.94 of the Commission's regulations, 18 CFR §4.94, 45 Fed. Reg. 28085 (1980).

(B) This order is final unless a petition appealing it to the Commission is filed within 30 days from the date of its issuance, as provided in Section 1.7(d) of the Commission's regulations, 18 CFR §1.7(d) as amended, 44 Fed. Reg. 46449 (1979). The filing of a petition appealing this order to the Commission or an application for rehearing as provided in Section 313(a) of the Act does not operate as a stay of the effective date of this exemption, except as specifically ordered by the Commission.

(S E A L)



William W. Lindsay
Director, Office of Electric
Power Regulation

the full project
DEPT ENERGY REGULATION C
ROCKETED
3A
COURT SECTION

distribution system, built at a cost of \$11,981,000 with a full allocation to irrigation for repayment. The five districts comprising the Boise Project Board of Control have completely paid off this obligation except for the Big Bend Irrigation District which still owes \$8,000.00. This amount should be retired in two years. The second part was the obligation for the balance of the Anderson Ranch Dam in the amount of \$4,628,000 with \$1,167,000 still outstanding which will be retired about 1990. The Boise Project Board of Control has also paid and continues to pay the irrigation allocation of the "reserved works" cost assessed annually for operation and maintenance of Anderson, Arrowrock and Boise River Diversion dams.

We are enclosing an original and 14 copies of the application for exemption and believe the contents sufficiently demonstrate that the Boise Project Board of Control qualifies for the granting of a small conduit hydroelectric facility exemption decree pursuant to Section 30 of the Federal Power Act under the final rule of Section 213 of the Public Utilities Regulatory Act of 1978.

Yours very truly,



Royse Van Curen
Project Manager
Boise Project Board of Control

RVC:ph

Enclosures:

FILED
OFFICE OF THE
SECRETARY

AUG 27 11 05 AM '80

REC'D
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BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION
APPLICATION FOR EXEMPTION
FOR SMALL CONDUIT HYDROELECTRIC FACILITY
FOR THE
MORA CANAL DROP POWER PLANT
IN ADA COUNTY, IDAHO

FILED
AUG 27 11 05 AM '80
OFFICE OF THE
SECRETARY

BOISE PROJECT BOARD OF CONTROL
BOISE, IDAHO
JULY 1980

BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

APPLICATION FOR EXEMPTION FOR
SMALL CONDUIT HYDROELECTRIC FACILITY

Aug 27 11 05 AM '80
FILED THE
OFFICE OF THE
SECRETARY
FEDERAL
ENERGY
REGULATORY
COMMISSION

The Boise-Kuna Irrigation District, Nampa and Meridian Irrigation District, New York Irrigation District, Wilder Irrigation District and Big Bend Irrigation District comprise the major portion of the Arrowrock Division of the Boise Project. The contracts between the Districts and the United States Department of Interior provide for the creation of the Boise Project Board of Control as the fiscal and management agent of the Districts and the Boise Project Board of Control makes this application for and on behalf of those Districts for an exemption in the name of the five irrigation Districts for the proposed Mora Canal Drop Power Plant, a small conduit hydroelectric facility that meets the requirements of Section 4.91(f) of this subpart, from all of Part I of the Federal Power Act.

The location of the facility is:

State or territory:	Idaho
County:	Ada
Township or nearby town:	Kuna

The exact name of each of the applicants is:

Boise-Kuna Irrigation District
Nampa and Meridian Irrigation District
New York Irrigation District
Wilder Irrigation District
Big Bend Irrigation District

and the address of each of the applicants for purposes of this matter is:

c/o Boise Project Board of Control
214 Broadway Avenue
Boise, Idaho 83702

The exact name and business address of the person authorized to act as agent for the Applicant in this application is:

Mr. Royse VanCuren
Project Manager
Boise Project Board of Control
214 Broadway
Boise, Idaho 83702

Applicants are public agencies and are operating under Title 43, Irrigation Districts Acts of the State of Idaho Code, Irrigation Districts and Chapter 545 Oregon Revised Statutes, Irrigation Districts. The Board of Control is formed by contract and wholly controlled by the following Districts:

New York Irrigation District - Boise, Idaho
Nampa and Meridian Irrigation District - Nampa, Idaho
Boise-Kuna Irrigation District - Kuna, Idaho
Wilder Irrigation District - Caldwell, Idaho
Big Bend Irrigation District - Nyssa, Oregon

Exhibit A and Exhibit E are attached to this application. Exhibit B and Exhibit G are maps which will be submitted under separate cover upon the acceptance of this Application. A photographic reduction of the maps are included herein, and full size prints of these maps are submitted separately with this Application.

Exemption from all of Part I of the Federal Power Act pursuant to Section 30 of the Federal Power Act is hereby requested.

BOISE PROJECT BOARD OF CONTROL

RESOLUTION

AUTHORIZING EXECUTION OF AN APPLICATION TO THE
FEDERAL ENERGY REGULATORY COMMISSION FOR EXEMPTION
FOR SMALL CONDUIT HYDROELECTRIC FACILITY

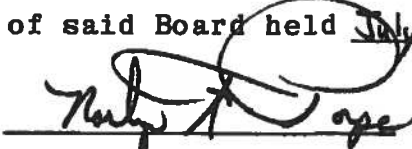
At a regular meeting of the Boise Project Board of Control held at the office of said Board of Control on the 2nd day of July, 1980 the following resolution was approved and adopted:

BE AND IT IS HEREBY RESOLVED that the Chairman and Secretary are authorized and directed, on behalf of the five irrigation districts comprising the Boise Project Board of Control, and in accordance with the individual resolutions passed by the Districts, to execute an application to the Federal Energy Regulatory Commission for an exemption for the Mora Canal Drop Power Plant small hydroelectric facility from certain provisions of Part I of the Federal Power Act.

PASSED AND ADOPTED at a regular meeting of the Boise Project Board of Control on the 2nd day of July, 1980 by the following vote:

AYES: 8
NOES: -0-
ABSENT: -0-

ATTEST: I hereby certify that the foregoing Resolution was duly made, seconded and adopted by the Boise Project Board of Control at a regular meeting of said Board held July 2, 1980.


Secretary of the
Boise Project
Board of Control

VERIFICATION

State of Idaho)
County of Ada) SS

Mr. Carl German, being first duly
sworn, deposes and says:

That he is Chairman of the Boise Project Board of Control,
the Applicant for small conduit hydroelectric facility exemption;
that he has read the foregoing Application and knows the contents
thereof; and that the same are true to the best of his knowledge
and belief.

Carl German

Chairman

Boise Project Board of Control

Subscribed and sworn to before me this 21 day of July

Margaret S. ...

My Commission Expires:

BOISE-KUNA IRRIGATION DISTRICT
KUNA, IDAHO

RESOLUTION
AUTHORIZING EXECUTION OF AN APPLICATION TO THE
FEDERAL ENERGY REGULATORY COMMISSION FOR EXEMPTION
FOR SMALL CONDUIT HYDROELECTRIC FACILITY

At a regular meeting of the BOISE-KUNA IRRIGATION DISTRICT held at the office of said District on the 1st day of July, 1980 the following resolution was approved and adopted:

BE AND IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF BOISE-KUNA IRRIGATION DISTRICT that said District join with the other Districts comprising the Arrowrock division of the Boise Project in executing an application to the Federal Energy Regulatory Commission for an exemption for the Mora Canal Drop Power Plant small hydroelectric facility from certain provisions of the Federal Power Act.

BE IT FURTHER RESOLVED BY BOISE-KUNA IRRIGATION DISTRICT that upon the concurrence of the other Districts comprising the Boise Project, that the Chairman and Secretary of the BOISE PROJECT BOARD OF CONTROL be, and they hereby are, authorized and directed to execute such an application on behalf of BOISE-KUNA IRRIGATION DISTRICT.

PASSED AND ADOPTED at a regular meeting of the BOISE-KUNA IRRIGATION DISTRICT on the 1st day of July, 1980 by the following vote:

AYES: 2

NOES:

ABSENT:

ATTEST: I hereby certify that the foregoing Resolution was duly made, seconded and adopted by the BOISE-KUNA IRRIGATION DISTRICT at a regular meeting of said District held July 1,
1980.

Emile M. Cole

Secretary of the

BOISE-KUNA IRRIGATION DISTRICT

SECRETARY'S CERTIFICATE

I, Emile M. Cole, the undersigned, being the duly elected secretary of the Boise-Kuna Irrigation District, do hereby certify that the attached is a true and correct copy of the Resolution adopted at a regular meeting of said Boise-Kuna Irrigation District, held on the 1st day of July, 1980, and that the original of said Resolution is lodged as a permanent record in the official minute book of Boise-Kuna Irrigation District.

Dated this 1st day of July, 1980.

Emile M. Cole
Secretary

NAMPA AND MERIDIAN IRRIGATION DISTRICT
NAMPA, IDAHO

RESOLUTION
AUTHORIZING EXECUTION OF AN APPLICATION TO THE
FEDERAL ENERGY REGULATORY COMMISSION FOR EXEMPTION
FOR SMALL CONDUIT HYDROELECTRIC FACILITY

At a regular meeting of the NAMPA AND MERIDIAN IRRIGATION DISTRICT held at the office of said District on the 1st day of July, 1980 the following resolution was approved and adopted:

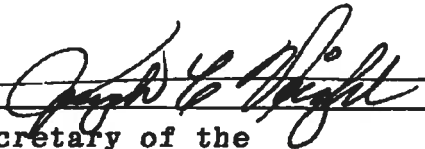
BE AND IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF NAMPA AND MERIDIAN IRRIGATION DISTRICT that said District join with the other Districts comprising the Arrowrock division of the Boise Project in executing an application to the Federal Energy Regulatory Commission for an exemption for the Mora Canal Drop Power Plant small hydroelectric facility from certain provisions of the Federal Power Act.

BE IT FURTHER RESOLVED BY NAMPA AND MERIDIAN IRRIGATION DISTRICT that upon the concurrence of the other Districts comprising the Boise Project, that the Chairman and Secretary of the Boise Project Board of Control be, and they hereby are, authorized and directed to execute such an application on behalf of NAMPA AND MERIDIAN IRRIGATION DISTRICT.

PASSED AND ADOPTED at a regular meeting of the NAMPA AND MERIDIAN IRRIGATION DISTRICT on the 1st day of July, 1980 by the following vote:

AYES: Three
NOES: None
ABSENT: None

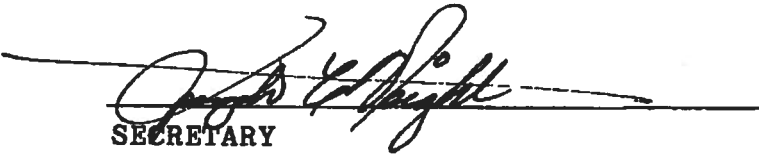
ATTEST: I hereby certify that the foregoing Resolution was duly made, seconded and adopted by the NAMPA AND MERIDIAN IRRIGATION DISTRICT at a regular meeting of said Board held 1st day, of July 1980.


Secretary of the
NAMPA AND MERIDIAN IRRIGATION DISTRICT

SECRETARY'S CERTIFICATE

I, JOSEPH C VOIGHT the undersigned, being the duly elected secretary of Nampa and Meridian Irrigation District, do hereby certify that the attached is a true and correct copy of the Resolution adopted at a regular meeting of said Nampa and Meridian Irrigation District, held on the 1st day of July 1980, and that the original of said Resolution is lodged as a permanent record in the official minute book of Nampa and Meridian Irrigation District.

Dated this 1st day of July, 1980


SECRETARY

NEW YORK IRRIGATION DISTRICT
BOISE, IDAHO

RESOLUTION
AUTHORIZING EXECUTION OF AN APPLICATION TO THE
FEDERAL ENERGY REGULATORY COMMISSION FOR EXEMPTION
FOR SMALL CONDUIT HYDROELECTRIC FACILITY

At a regular meeting of the NEW YORK IRRIGATION DISTRICT held at the office of said District on the 1st day of July, 1980 the following resolution was approved and adopted:

BE AND IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF NEW YORK IRRIGATION DISTRICT that said District join with the other Districts comprising the Arrowrock division of the Boise Project in executing an application to the Federal Energy Regulatory Commission for an exemption for the Mora Canal Drop Power Plant small hydroelectric facility from certain provisions of the Federal Power Act.

BE IT FURTHER RESOLVED BY NEW YORK IRRIGATION DISTRICT that upon the concurrence of the other Districts comprising the Boise Project, that the Chairman and Secretary of the Boise Project Board of Control be, and they hereby are, authorized and directed to execute such an application on behalf of NEW YORK IRRIGATION DISTRICT.

PASSED AND ADOPTED at a regular meeting of the NEW YORK IRRIGATION DISTRICT on the 1st day of July, 1980 by the following vote:

AYES: 3
NOES: 0
ABSENT: 0

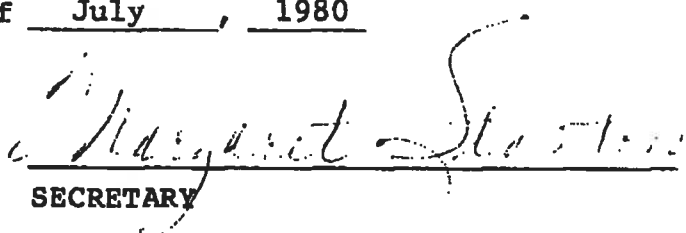
ATTEST: I hereby certify that the foregoing Resolution was duly made, seconded and adopted by the NEW YORK IRRIGATION DISTRICT at a regular meeting of said District held July 1st, 1980.

Secretary of the
NEW YORK IRRIGATION DISTRICT

SECRETARY'S CERTIFICATE

I, MARGARET STANTON, the undersigned, being the duly elected secretary of New York Irrigation District, do hereby certify that the attached is a true and correct copy of the Resolution adopted at a regular meeting of said New York Irrigation District, held on the 1st day of July, 1980, and that the original of said Resolution is lodged as a permanent record in the official minute book of New York Irrigation District.

Dated this 1st day of July, 1980


SECRETARY

WILDER IRRIGATION DISTRICT
CALDWELL, IDAHO

RESOLUTION
AUTHORIZING EXECUTION OF AN APPLICATION TO THE
FEDERAL ENERGY REGULATORY COMMISSION FOR EXEMPTION
FOR SMALL CONDUIT HYDROELECTRIC FACILITY

At a regular meeting of the WILDER IRRIGATION DISTRICT held at the office of said District on the 1st day of July, 1981 the following resolution was approved and adopted:

BE AND IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF WILDER IRRIGATION DISTRICT that said District join with the other Districts comprising the Arrowrock division of the Boise Project in executing an application to the Federal Energy Regulatory Commission for an exemption for the Mora Canal Drop Power Plant small hydroelectric facility from certain provisions of the Federal Power Act.

BE IT FURTHER RESOLVED BY WILDER IRRIGATION DISTRICT that upon the concurrence of the other Districts comprising the Boise Project, that the Chairman and Secretary of the BOISE PROJECT BOARD OF CONTROL be, and they hereby are, authorized and directed to execute such an application on behalf of WILDER IRRIGATION DISTRICT.

PASSED AND ADOPTED at a regular meeting of the WILDER IRRIGATION DISTRICT on the 1st day of July, 1981 by the following vote:

AYES: 6
NOES:
ABSENT: 1

SECRETARY'S CERTIFICATE

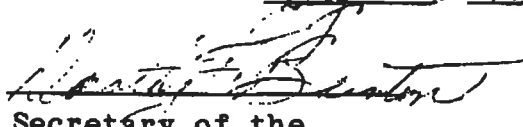
I, Mary F. L. L. L., the undersigned, being the duly elected secretary of the Wilder Irrigation District, do hereby certify that the attached is a true and correct copy of the Resolution adopted at a regular meeting of said Wilder Irrigation District, held on the 1st day of July and that the original of said Resolution is lodged as a permanent record in the official minute book of Wilder Irrigation District.

Dated this 1st day of July 1980.

Mary F. L. L. L.
Secretary

07-17-80
FILED
JUL 17 1980
FEDERAL ENERGY
COMMISSION
WASHINGTON, D.C. 20426

ATTEST: I hereby certify that the foregoing Resolution was
duly made, seconded and adopted by the WILDER IRRIGATION DISTRICT
at a regular meeting of said District held July 1, 1980


Secretary of the
WILDER IRRIGATION DISTRICT

BIG BEND IRRIGATION DISTRICT
NYSSA, OREGON

RESOLUTION
AUTHORIZING EXECUTION OF AN APPLICATION TO THE
FEDERAL ENERGY REGULATORY COMMISSION FOR EXEMPTION
FOR SMALL CONDUIT HYDROELECTRIC FACILITY

At a regular meeting of the BIG BEND IRRIGATION DISTRICT held at the office of said District on the day of July, 1st, the following resolution was approved and adopted:

BE AND IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF BIG BEND IRRIGATION DISTRICT that said District join with the other Districts comprising the Arrowrock division of the Boise Project in executing an application to the Federal Energy Regulatory Commission for an exemption for the Mora Canal Drop Power Plant small hydroelectric facility from certain provisions of the Federal Power Act.

BE IT FURTHER RESOLVED BY BIG BEND IRRIGATION DISTRICT that upon the concurrence of the other Districts comprising the Boise Project, that the Chairman and Secretary of the Boise Project Board of Control be, and they hereby are, authorized and directed to execute such an application on behalf of Big Bend Irrigation District.

PASSED AND ADOPTED at a regular meeting of the BIG BEND IRRIGATION DISTRICT on the 1st day of July, 1980 by the following vote:

AYES: 1

NOES:

ABSENT:

ATTEST: I hereby certify that the foregoing Resolution was duly made, seconded and adopted by the BIG BEND IRRIGATION DISTRICT at a regular meeting of said District held JULY 1st,
1980.

Joe Zuegg
Secretary of the
Big Bend Irrigation District

STATE OF OREGON)
County of Malheur) SS

I, JOE ZUEGER, do hereby certify that I am the duly appointed, qualified and acting Secretary of the Big Bend Irrigation District, a quasi-municipal corporation organized and existing pursuant to the laws of the State of Oregon, and that as such Secretary, I have in my possession and under my control the original records of said District; that the foregoing copy of a resolution of the Board of Directors of the Big Bend Irrigation District adopted at the meeting held on the 1st JULY 1980, is a true and correct copy and transcript of the resolution and of the whole thereof, as the same appears in my custody and under my control.

Dated: 1st JULY 1980

Joe Zueger
Secretary
BIG BEND IRRIGATION DISTRICT

EXHIBIT A

DESCRIPTION OF THE PROJECT

OFFICE OF
STUDIES
AND
DESIGN

Aug 27 11 00 AM '80

**BRIEF DESCRIPTION OF RELATED CONDUIT
AND PURPOSE FOR PRESENT CONDUIT USAGE**

The proposed Mora Canal Drop hydroelectric facility will be located at the existing Mora Canal Drop on the Mora Canal. The Mora Canal is part of the conduit system (Boise Project system, consisting mostly of open canals) which supplies irrigation water to the Arrowrock Division of the Boise Project.

The conduit system extends from the Boise River Diversion Dam to Lake Lowell, a distance of about 35 miles. The Boise River Diversion Dam diverts the Boise Project flows from the Boise River into the Boise Project canal system. The Boise River continues to flow northwesterly from the diversion dam whereas, the canal system flows southwesterly from the diversion dam. The diverted flows are used consumptively for irrigation and are not returned to the Boise River except for some drainage from the irrigated lands.

The New York Canal extends from the Boise River Diversion Dam eventually ending at Lake Lowell. The Mora Canal branches from the New York Canal about 26 miles downstream from the diversion point. The Mora Canal Drop is located 12 miles below the branch and drops the flows of the Mora Canal a vertical distance of 36 feet from the Upper Mora Canal (on the northern slope of Kuna Butte) to the Lower Mora Canal (in the valley below Kuna Butte).

The Mora Canal continues to the west for 15 miles from the Mora Canal Drop towards Lake Lowell and serves the intermediate and surrounding farm land.

A map of the Mora Canal Drop in relation to the conduit system is given in Exhibit B.

THE BOISE PROJECT

The Boise Project consists of the Payette Division and the Arrowrock Division and principal operation agencies are the Black Canyon Irrigation District and the Boise Project Board of Control, respectively. Small portions of the Arrowrock Division are operated by other agencies. The Project was constructed by the U.S. Reclamation Service (now the U.S. Water and Power Resources Service).

The proposed hydroelectric facility is part of the Arrowrock Division which comprises an area of approximately 200,000 acres of irrigated land. The Arrowrock Division is located in the counties of Ada and Canyon, Idaho and Malheur, Oregon, and is to the west of Boise between the Boise and Snake Rivers.

The overall system of the Arrowrock Division is composed of three upstream storage reservoirs on the Boise River constructed and operated by Federal agencies, a downstream diversion dam, a canal network and one off-channel reservoir located within the Boise Project boundaries. A majority of the conservation storage in the three upstream reservoirs is owned by the five irrigation Districts comprising the Boise Project Board of Control.

Uppermost in the system is Anderson Ranch Dam and Reservoir on the South Fork of the Boise River approximately 60 miles upstream from Boise, Idaho. The earth fill dam is approximately 1,350 feet long at the crest with a maximum height of about 456 feet and a total active capacity of 464,200 acre-feet.

Arrowrock Dam is located on the Boise River about four miles below the junction of the North and South Forks, and

about 22 miles upstream from Boise, Idaho. This dam is a gravity arch structure having a height of 350 feet and a crest length of 1,150 feet. The reservoir has a total capacity of 286,000 acre-feet. Both Anderson Ranch and Arrowrock Dams and Reservoirs were constructed and are operated by the Water and Power Resources Service of the Department of the Interior.

Lucky Peak Dam is located on the Boise River downstream from Arrowrock Dam approximately ten miles above Boise, Idaho. It is a project of the U. S. Army Corps of Engineers, primarily for control of destructive floods occurring along the main stem of the Boise River. Lucky Peak Dam is a rolled earthfill dam with a maximum height of 340 feet and an active storage of 280,000 acre-feet. The five irrigation Districts comprising the Board of Control received a license on June 10, 1980, to construct and operate a 79 megawatt hydroelectric Plant at Lucky Peak Dam.

The total storage rights to the Districts comprising the Boise Project Board of Control in the three upstream reservoirs are 631,000 acre-feet.

Two miles downstream of Lucky Peak Dam the 68 foot high rubble concrete Boise River Diversion Dam diverts the project flows into the Boise Project Canal system. The main feeder canal for the Boise Project is the New York Canal, which begins at Diversion Dam and ends at Lake Lowell.

The three upstream reservoirs are filled during the spring period through operations based on runoff forecasts. Releases from storage for the downstream irrigation season are made primarily from April through September, as required and requested by the Board of Control.

During part of the off season period of October through March, up to 1000 cubic feet per second is diverted via the New York Canal to fill Lake Lowell for the following irrigation season. Some of these Lake Lowell flows can also be diverted through the Mora Canal and thus gain additional power generation at the site.

MORA CANAL DROP POWER PLANT FACILITY DESCRIPTION

GENERAL PROJECT DESCRIPTION

The Mora Canal Drop Power Plant will be a reinforced concrete outdoor type powerhouse, designed for a single tube turbine and synchronous generator. It is not intended and no provisions have been made to add additional generating units in the future. The switchyard is typical for a single unit and the power transmission system will be designed and constructed to convey the energy to an existing substation five miles away.

The power plant will be remotely operated with an installed capacity of 1900 kW and an estimated average annual generation of 8.113 MkwH. The estimated average head in the plant is 37 feet, estimated hydraulic capacity of the plant is 750 cubic feet per second, the estimated average flow available for power generation and the estimated average flow of the conduit is 525 cubic feet per second. The plant will utilize the irrigation canal flows only when they are available and the plant will not be used for peaking. All flows passing through this plant will be used for irrigation of land within the administrative jurisdiction of the Boise Project Board of Control.

There will be no construction, reconstruction, repair or other modification of any dam occurring in association with the construction of the proposed hydroelectric facility.

The planned date of construction is June 1981.

A data table describing this power plant is provided as Table A-1 in this exhibit.

EXISTING FACILITIES

The existing facilities consist of the Upper Mora Canal with an approximate capacity of 1,100 cfs, a headworks structure with four gates and a chute that controls the flow of up to 300 cfs into the Waldvogel Canal, the Mora Canal Drop structure, a downstream stilling basin and the Lower Mora Canal with a capacity of 850 cfs.

The drop structure is composed of an inlet structure with three operating gates and three abandoned gate slots and a covered 13 foot by 6 foot rectangular drop structure 140 feet in length.

Existing facilities of the Mora Canal Drop are shown in the Project Boundary Plan of Exhibit B. As shown on this plan, the Board of Control has fee title to all land within the Mora Canal Drop Project Boundary.

PROPOSED SMALL CONDUIT HYDROELECTRIC FACILITIES

Generally, at the Mora Canal Drop, development of the proposed hydroelectric power plant facilities would consist of the installation of a 1900 kilowatt generator and the necessary modifications and new construction of control and conveyance facilities to accomplish this installation. This would consist of a new headworks structure for the Waldvogel Canal located downstream of its present location, new gates on the existing Mora Canal Drop which will remain in place as an emergency bypass of the turbine, an inlet structure for the penstock, a

concrete penstock and powerhouse with the turbine generating and station electrical equipment, and outlet works that tie into the Mora Canal just downstream of the existing stilling basin. More detailed descriptions of these features are presented below and the project plan is shown on Exhibit G, Project Structures and Equipment Drawings.

1. Waldvogel Canal Headworks Structure

The existing headworks structure will be removed and replaced with a new structure located approximately 75 feet downstream of the existing structure. The new structure will serve both as a canal headworks structure to control flows into the Waldvogel Canal and as a check structure to divert water to the Mora Canal Drop.

2. Existing Mora Canal Drop

The existing Mora Canal Drop will remain to serve as an emergency bypass of the proposed power generating facilities. To accomplish this purpose some modifications will be necessary. The drop structure itself is presently in fair condition but six new slide gates with both manual and automatic opening features will be installed.

3. Penstock Inlet Structure

The penstock inlet structure will be installed approximately 40 feet downstream of the existing Waldvogel Canal Headwork Structure. A trash rack and stop log grooves will be provided. Gates will not be necessary since the flow through the power plant will be controlled by the adjustable propeller blades, and/or wicket gates or butterfly valve located at the turbine. Should it become necessary to repair the penstock during the canal irrigation season, the penstock and power production facilities can be

isolated from the canal flows by installing stoplogs in the grooves provided. Such use is, however, expected to be infrequent.

4. Concrete Penstock

The penstock will consist of a square cast-in-place concrete box 8 feet by 8 feet.

5. Powerhouse and Generating Facilities

The tube turbine and synchronous generator will be installed in an enclosed powerhouse. The plant will be unattended and will run automatically with only periodic maintenance required. Remote monitoring of power output and facility status will occur at the power purchaser's operating center. Alarms will be rerouted to an operator's center or residence for action in an emergency situation.

6. Station Electrical Equipment

Station electrical equipment will include controls, switch gear, circuit breakers, a transformer, battery equipment and lights. The batteries and battery charger and the main control board will be installed inside the plant. All other equipment will be installed in a substation area located adjacent to the plant.

FLOW CONTROL AND OPERATING MODES

Operating conditions are the normal, emergency, and repair conditions. Details of these conditions are presented below:

1. Normal Operating Conditions

During the normal operating mode of the facilities all Mora Canal flows, down to a minimum of 250 cfs, will

pass through the power plant. During conditions such as an extremely low water year or when long-term irrigation flows would drop below 250 cfs, the plant would be shut down and the flow would be diverted through the existing Mora Canal Drop.

2. Emergency Operating Conditions

During the normal operating condition described above when the plant is operating at full capacity, an instantaneous plant outage could occur. This would be an "emergency" condition where the generator output would be rejected by the system grid and the wicket gates would automatically close. At the same time the gates at the Mora Canal Inlet structure would automatically open and the flow would thus bypass the power plant. While this condition is possible and must therefore be anticipated, it will be of very short duration and would occur very infrequently.

3. Repair Condition

During the normal operating season, repairs could be necessary for some power plant facilities. In this case the plant would be normally shut down and the Mora Canal Drop would be normally opened and the plant would be bypassed as in an emergency condition described above. This condition also is expected to occur only very infrequently. All normal maintenance would be performed during the off-irrigation season (mid-November to mid-March) when all facilities were shut down. It is anticipated that preventive maintenance will make unanticipated breakdowns unlikely.

TABLE A-1

MORA CANAL DROP POWER PLANT
DATA SUMMARY

Proposed Power Plant	Number of Units	Capacity of Each Unit (kW)	Turbine Type	Mode of Operation	Peak Period Operation	Estimated Annual Generation (kWH/yr)
Mora Canal Drop	1	1900	Tube	Remote	No	8,113,000

Estimated Average Head On Plant (ft)	Estimated Hydraulic Capacity of Plant (cfs)	Estimated Average Flow Available For Power Generation (cfs)	Penstock Size (ft)	Tailwater Elevation (ft)	Estimated Average Flow of Conduit (cfs)	Planned Construction Date
37	750	525	8 x 8	2699	525	June 1981

EXHIBIT B

PROJECT GENERAL LOCATION MAP

Aug 27 11 08 AM '87
FILED
OFFICE OF THE
SECRETARY

FERC
FILED
1987

**OWNERSHIP OF PARCELS OF LAND
WITHIN THE PROPOSED BOUNDARY FOR THE
SMALL CONDUIT HYDROELECTRIC FACILITY**

The parcels of lands which are within the proposed boundary for the Mora Canal Drop Hydroelectric Facility are located entirely on "non-federal lands" as defined in Section 4.91(e) of Subpart J, Part 4, Subchapter B, Chapter 1 of Title 18, Code of Federal Regulations.

The Water and Power Resources Service of the United States Department of Interior has stated, in their May 8, 1980, letter, that the Mora Canal and related right-of-ways and facilities "are reserved from the land as an easement under the Act of August 30, 1980". The letter and "Act" are provided herein as Exhibits B-1 and B-2, respectively.

Therefore, the Mora Canal is located on an easement only and the fee title for land under the canal resides with the adjoining land owners. The Boise Project Board of Control has purchased fee title to the land lying to the left of the centerline of the Mora Canal.

Refer to Exhibit B for the map of the proposed boundary and land ownership within the hydroelectric project proposed boundary.

EXHIBIT B-1



United States Department of the Interior
WATER AND POWER RESOURCES SERVICE
~~BUREAU OF RECLAMATION~~
CENTRAL SNAKE PROJECTS OFFICE
214 BROADWAY AVENUE
BOISE, IDAHO 83702

IN REPLY
REFER TO 300
770.

May 8, 1980

Mr. Ted Purcell, Office Manager
Tudor Engineering
1802 North 33rd
Boise, Idaho 83703

Dear Mr. Purcell:

Mr. Brian Grant of our office asked that we write and explain the interest held in the Mora Drop by the United States.

All of the Mora Canal and Waldvogel Canal and related right-of-ways and facilities as they exist within the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, Township 2 North, Range 1 West, Boise meridian, Idaho, are reserved from the land as an easement under the Act of August 30, 1890. A copy of the annotated law is enclosed.

This office does not maintain records of the underlying fee owners.

If you have additional questions, please call.

Sincerely,

Bob Brown
Project Superintendent

Enclosure

RIGHTS OF WAY RESERVED TO UNITED STATES FOR CANALS AND DITCHES

[Extract from] An act making appropriations for sundry civil expenses of the Government for the fiscal year ending June 30, 1891, and for other purposes. (Act of August 30, 1890, ch. 837, 26 Stat. 371)

[Land patents shall reserve right of way for Government canals and ditches.]—* * * In all patents for lands hereafter taken up under any of the land laws of the United States or on entries or claims validated by this act, west of the one hundredth meridian, it shall be expressed that there is reserved from the lands in said patent described, a right of way thereon for ditches or canals constructed by the authority of the United States. (26 Stat. 391; 43 U.S.C. § 945)

EXPLANATORY NOTES

1904 and 1966 Modifications. The 1890 Act reservation of right-of-way for canals and ditches was substantially modified insofar as the Department of the Interior is concerned by the Act of September 2, 1964, 78 Stat. 808, which directs the Secretary of the Interior to pay just compensation for private land utilized for canals or ditches in connection with any reclamation project if the construction of the ditches or canals began after January 1, 1961. The Act of October 4, 1966, extended the same remedy to rights-of-way reserved under State statute, and gave district courts jurisdiction in suits for compensation. Both the 1964 Senate, 51st Cong., 1st Sess.

NOTES OF OPINIONS

Compensation 9
Drainage ditches and wells 4
Indian lands 6
Injunction suits 10
Lands affected General 5
Indian lands 6
Railroad lands 7
Purpose of Act 1
Purpose of canals and ditches 3
Railroad lands 7
Subsurface estate excluded 8
Time of construction of canals and ditches 2
1. Purpose of Act
By a series of acts and resolutions beginning as early as 1888, Congress unmistakably declared a purpose to reclaim arid lands. *United States v. Van Horn*, 197 Fed. 611 (D. Colo. 1912).
This provision must be construed in the light of the known purpose of the Govern-

CANAL ACT

canal right-of-way to the United States under the 1890 Act may be rescinded where the purchaser had neither actual nor constructive notice of the reservation. *Coby v. Danziger*, 38 Cal. App. 203, 175 Pac. 809 (1918), but may not be rescinded where the original patent containing the reservation was placed in record in the county long before the contract was entered into. *Dopp v. Alderman*, 12 Wash. 2d 290, 121 P. 2d 388 (1942).

2. Time of construction of canals and ditches

The Act of August 30, 1890, 26 Stat. 391, in providing that, in all patents issued under the public land laws for lands west of the one hundredth meridian, there should be expressly reserved rights of way "for ditches or canals constructed by the authority of the United States," is to be construed, in the light of the circumstances that prompted it, as including canals and ditches constructed after issuance of patent as well as those constructed before. *Ide v. United States*, 263 U.S. 497 (1924); *affirming United States v. Ide*, 277 Fed. 373 (C.C.A. Wyo. 1921).

The word "constructed," as used in the Act of August 30, 1890, has a general reference and application to ditches or canals constructed by authority of the United States, without reference to the time of such construction. *Green v. Wilhite*, 14 Idaho 238, 93 Pac. 971 (1908).

The word "constructed" as so used does not limit the reservation to a right of way for ditches already constructed, but extends as well to those "to be constructed" by the Government in furtherance of its irrigation scheme for the reclamation of arid lands. *Green v. Wilhite*, 160 Fed. 755 (C.C. Ida. 1906).

3. Purpose of canals and ditches

So long as the Reclamation Service can apply surplus water appropriated for a project to a beneficial use, although on lands outside the project, and thus lessen the cost to lands within the project, it is within the scope of its authority and the service may acquire rights of way under the Act of August 30, 1890, 26 Stat. 391. (*Griffith v. Cole*, 264 Fed. 369 (D. Idaho 1919)).

A right-of-way reserved under the Canal Act may be used by the National Park Service for the construction of a pipe line to convey water for domestic purposes. Acting Solicitor Cohen Opinion, 58 I.D. 490 (1943).

4. Drainage ditches and wells

The expression "ditches or canals constructed by the authority of the United

States" as used in the right of way Act of August 30, 1890, 26 Stat. 391, includes the necessary waste and drainage ditches upon a Federal reclamation project. Opinion Chief Counsel, June 10, 1918, Grand Valley project. See *Reclamation Record*, July, 1918, p. 328.

The 1890 Act makes sites for drainage wells available. Teletype of Associate Solicitor Fisher to Regional Solicitor, Los Angeles, October 8, 1959, in re Wellton-Mohawk division, Gila project.

Although a right-of-way reserved to the United States under the 1890 Act would not extend to the drilling of a well to develop a new supply of underground water, it would permit the drilling of a well to prevent seepage loss from the canal. Memorandum of Deputy Solicitor Fisher to Regional Solicitor, Los Angeles, May 24, 1961.

5. Lands affected—General

This provision applies only to entries under the public or general land laws. Instructions, 32 L.D. 147 (1903).

All subsequent entrymen take their land subject to the right of the United States to construct ditches and canals over it whenever and wherever required in carrying out any of its reclamation projects. *United States v. Van Horn*, 197 Fed. 611 (D. Colo. 1912).

Under this provision the Government has full authority to construct canals or ditches over any such lands in connection with reclamation projects. Instructions, 36 L.D. 482 (1908).

If the actual disposition occurred after the passage of the act, the land was undoubtedly "taken up" within the meaning of those words as used in the act, and there would be so whether the disposition occurred through allotment, sale, homestead, or other manner of disposition. *Clément Ironhields*, 40 L.D. 28 (1911).

6. —Indian lands

Where, however, in certain reservations set apart for Indian occupancy, particular tracts have been set apart, actually occupied, or improved under some usage or custom, with a view to ultimate allotment to an Indian prior to the passage of the act, the tracts being afterwards allotted, such tracts must be considered as having been "taken up" prior to the passage of the act. *Clément Ironhields*, 40 L.D. 28 (1911).

The Act of June 15, 1880, ch. 223, sec. 3, 21 Stat. 203, providing for allotment in severalty of lands of the Ute Indian Reservation in Colorado, further provides that "all lands not so allotted shall be held and

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held to be subject to the provisions of the Act of August 30, 1890, 26 Stat. 391, making reservations for ditch and canal rights-of-way.

Certain lands in the primary lists and limits of the grant of July 1, 1862, 12 Stat. 489, as amended, July 2, 1864, 13 Stat. 386, to the Central Pacific Railroad Company and patented to the Company September 6, 1896, under said grant without reservation of rights-of-way for canals and ditches under the provisions of the proviso in the Act of August 30, 1890, may not be taken under authority of said proviso for a right-of-way for the Hyrum-Mendon canal, Utah, but must be acquired by purchase. Solicitor's Opinion, M-27871 (February 2, 1935).

8. Subsurface estate excluded
The Act of August 30, 1890, concerns itself solely and exclusively with easements or surface rights-of-way for ditches and canals constructed by the United States, and such easement or surface right does not include title to the oil and gas underlying the land constituting the right-of-way. *Northern Pac. Ry. v. United States*, 277 F. 2d 615 (10th Cir. 1960), *reversing* 169 F. Supp. 735 (D. Wyo. 1959).

9. Compensation
[Editor's Note: Compensation is now payable for canals and ditches constructed after January 1, 1961, as provided by the Act of September 2, 1964, as amended.] Compensation must be made for gravel taken from a right-of-way acquired under where found. Reclamation decision (July 26, 1913) in Belanger, Lower Yellowstone.
When the United States utilizes a right-of-way under this act, the landowner may be compensated for the actual value of his improvements on the right-of-way, but no allowance can be made for the resultant damages to the land. *Albert W. C. Smith*, 47 L.D. 158 (1919).

Where work under the Rio Grande canalization project on land entered or patented subject to canal right-of-way retained by the United States under the act of August 30, 1890, 26 Stat. 391, involves not only construction of irrigation ditches and canals, but also levees located several hundred feet on either side of the straightened channel of the river for the conveyance of floodwaters, payment of a reasonable price, not in excess of the appraised value, may be made for the additional area required for flood control purposes, but no payment may be made for the lands required purely for irrigation purposes, the right-of-way reserved under the act of

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denied to be public lands of the United States and subject to disposal under the laws providing for the disposal of the public lands at the same price and on the same terms as other lands of the class. . . . shall be subject to cash entry only in accordance with existing law." *Held*, that it was competent for Congress to change the manner of disposition of such lands under a third parties were concerned, and that persons taking preemption thereon after the passage of the Act of August 30, 1890, ch. 837, sec. 1, 26 Stat. 391, relieving from all public lands thereafter taken up right of way for ditches and canals constructed by the authority of the United States, took them subject to such provision. *United States v. Van Horn*, 197 Fed. 611 (D. Colo. 1912).

The provisions of this act do not operate to reserve a right-of-way across the tribal lands of the Flathead Indians since the tribal lands were by statute in tribal status in 1890 and such lands do not become subject to such rights-of-way by being allotted; however, a contrary past administrative interpretation of this statute does not give rise to a reasonable claim against the Government. Solicitor's Opinion, 58 L.D. 319 (1943).

The Canal Act does not apply to tribal lands of Indian reservations established by treaty prior to August 30, 1890, because such lands were not subject to disposal under the land laws; and although past practice has reserved rights-of-way in lands from such reservations allotted to individual Indians after 1890, under revised concepts of Indian rights, compensation should be paid to such allottees in the future when rights-of-way are taken. Solicitor's Opinion, 58 L.D. 319 (1943).

The Department is not required as a matter of law to reserve a right-of-way for ditches or canals in patenting to an individual Indian or his successor an allotment out of an Indian reservation created from the public domain after August 30, 1890. Solicitor's Opinion, 59 L.D. 461 (1947).

The allottees of the Yuma Reservation are entitled to compensation for interception drains across their lands in connection with the All-American Canal even though construction was completed in 1941. An exception will be recognized in this case from the conclusion in Solicitor's Opinion M-31156, 58 L.D. 319 (1913) that allowance of compensation should not be applied retroactively because final settlement with the Yuma Indians had been expressly held in advance pending a decision by the Department. Solicitor's Opinion, M-34842 (January 22, 1947).

7. —Railroad Lands

This act does not apply to railroad rights-of-way acquired under the provisions of the Act of March 3, 1875, ch. 152, 18 Stat. 492; *Minidoka and Silver Lake Co. v. Weyerhaeuser*, 19 Idaho 234, 113 Pac. 435 (1911).

In referring to lands "taken up" and land "entries" and lands "patented" it does not refer to or include easements and rights of way granted for specific purposes where the fee does not pass and where no patents are issued, and where the amount of land covered by the easement is not limited in area or extent. *Minidoka and Silver Lake Co. v. Weyerhaeuser*, 19 Idaho 234, 113 Pac. 435 (1911).

The United States may in the future reasonably acquire rights of way for ditches in furtherance of a reclamation project, in addition to those now occupied by existing canals, and that it may be entitled to reserve land therefor under this act and not prevent a railroad company from occupying lands in *graciously* reserved to it within a reclamation reservation by a homestead entryman. *United States v. Minidoka & Silver Lake Co.*, 176 Fed. 2d 491 (Idaho, 1910); *reversed* 190 Fed. 2d 491 (1911); *affirmed* 235 U.S. 211 (1914).

The reservation of rights-of-way for canals and ditches required by this act to be inserted in patents for public lands must be inserted in patents issued for lands granted to railroad companies to which the grant of right of the company attached prior to the date of said act, but should be inserted in patents for lands covered by indemnity selections made by railroad companies, and in selections made by the Northern Pacific Railway Co., under the provisions of the Act of July 1, 1896, in all cases where such indemnity or other selections are approved subsequent to August 30, 1890. Instructions, 42 L.D. 396 (1912).

The Southern Pacific Company in 1916 filed a general map of the station grounds at Mohawk, Ariz., adjoining its right-of-way and in 1926 filed for approval a map giving the exact location points. In 1929 the Bureau withdrew the land under a first form reclamation withdrawal for the Gila project. The General Land Office at a conclusion precedent to approval of the map, requested that a stipulation be signed making certain reservations to the United States. The First Assistant Secretary in decision A-20886 (July 24, 1937) held that the execution of the stipulation could not lawfully be required since the station grounds were private property at the time of the reclamation withdrawal and were not affected thereby. The station grounds were

ervation of right-of-way therefor contained in the Act of August 30, 1890, 26 Stat. 391, ch. 837, sec. 1, and to enjoin the owners of said lands, which were acquired under the public land laws after the passage of said act, from interfering with such construction. *United States v. Van Horn*, 197 Fed. 611 (D. Colo. 1912).

Equity has jurisdiction of a suit by the United States against the owners of lands acquired under the public land laws after the passage of this act to enjoin them from interfering with its construction of an irrigation canal over such lands under the reservation of right-of-way therefor contained in said act. *United States v. Van Horn*, 197 Fed. 611 (D. Colo. 1912).

States could not be used in such a way as to injure the rights or property of the claimant, unless the claimant is compensated by the repayment of damages. Assistant Secretary decision, A-21167 (January 31, 1936).

10. Injunction suits

An injunction issued by a State court in a suit brought against the engineer in charge of a Government irrigation project and his foreman, as individuals, restraining the defendants and all persons under their control from interfering upon certain lands and constructing a Government canal across the same, is not a bar to a suit in a Federal court by the United States to establish its right to construct such canal under the res-

EXHIBIT E

ENVIRONMENTAL REPORT

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ENVIRONMENTAL REPORT

SITE LOCATION AND GENERAL DESCRIPTION

The Mora Drop is located within the Arrowrock Division of the Boise Project, a large U. S. Water and Power Resources Service (formerly the Bureau of Reclamation) sponsored irrigation project located in southwestern Idaho and extreme eastern Oregon. The Arrowrock Division lies within the counties of Ada and Canyon, Idaho, and Malheur, Oregon, and is generally south and west of the City of Boise between the Boise and Snake Rivers.

The water supply for the Arrowrock Division is derived from the Boise River, and is diverted into the New York Canal east of Boise. The Mora Canal branches from the New York Canal 26 miles downstream of the diversion point, and flows toward the southwest for 12 miles to the Mora Drop. The drop is located in extreme western Ada County adjacent to the Canyon County line and three miles southwest of Kuna, Idaho. The drop is a 37 foot high concrete chute which conveys Mora Canal flows from an elevated alignment along the northern edge of a highlands area (referred to in this report as the upper canal) to a lower alignment in the valley below (referred to here as the lower canal). A small lateral called the Waldvogel Canal branches from the Mora Canal at the top of the drop, and continues on toward the west along the elevated alignment. Canal flows in the lower Mora Canal are used for irrigation of project lands in eastern Canyon County. Excess canal water is diverted into Lake Lowell through two wasteway chutes located approximately 15 to 20 miles downstream of the drop. Lake Lowell is a 9800 acre off-stream storage reservoir used to store project water for irrigation of land areas further to the west. It is normally filled from the New York Canal, but a portion of this flow may be directed through the Mora Canal.

Development of the Mora Drop Power Plant will involve construction of an eight-foot by eight-foot concrete penstock beside the existing drop chute, with a tube turbine located within a low concrete building at the lower end of the penstock and just above the lower Mora Canal. The existing drop chute will be retained for emergency by-pass of the power plant. A small, fenced switchyard will be located beside the power plant enclosure. Electricity generated at the site will be conveyed to Idaho Power Company's Bowmont Substation, five miles southwest of the drop, with a new transmission line. This line will be constructed along existing county and canal maintenance roads. The configuration will be a single pole, three wire line on 200 foot centers. The transmission will be at 69 KV.

THE ENVIRONMENTAL SETTING

The Mora Drop is located near the southern edge of the Boise Valley at an elevation of 2700 feet. Valley areas to the north are flat to slightly rolling, sloping gently toward the northwest, and are used primarily for irrigated agriculture. To the south of the drop lies a large highlands area ranging up to 3200 feet in elevation which is almost entirely sage-grass range land. It has remained largely in its natural state, with only limited disturbance by human activity. Most of this area is public range land administered by the U. S. Bureau of Land Management. Approximately 12 miles south of the Mora Canal the highlands area terminates with an abrupt set of rocky cliffs dropping down to the Snake River at an elevation of around 2300 feet.

The Boise Valley climate is fairly mild for Idaho, with average annual temperatures of around 50°F. Mean maximum and minimum temperatures in January are 37° and 20° respectively, and for July are 92° and 56° respectively. Annual rainfall varies from approximately 9 inches in the vicinity of the Mora Drop to 11.4 inches at Boise. This rainfall is fairly

evenly spread out over the months of November through May, with only limited precipitation during the period June through October. Winter snowfall is fairly light, and seldom remains on the ground for more than a week at a time. Total cumulative snowfall averages 21.6 inches per year in Boise.

The geology of the Mora Drop area involves two distinct formations. The highlands area south of the Mora Canal is underlain by a geologically recent Snake River extrusive igneous formation, largely composed of basalt. This basalt is also exposed in some areas well to the north of the drop site. Immediately north of the Mora Canal this basalt is replaced with Caldwell and Nampa sediments, a formation of clay, silt, sand and gravel deposited by stream flows during the late Pleistocene period. These sediments cover extensive areas of the Boise Valley.

Southwestern Idaho lies within Zone 2 of the Uniform Building Code seismic risk map, corresponding to moderate damage potential. There are no known active faults located near the drop site. The nearest fault capable of producing damaging ground motion in Ada County is a fault zone trending north to south from Sweet, Idaho to near Cascade, Idaho, between 40 and 80 miles from the Mora Drop. It has been estimated that the accelerations in Boise associated with the 100-year earthquake on this fault range from 10%g to 15%g, which is somewhat higher than the normal range cited for Zone 2.

Soils of the Mora Drop site are of the rock outcrop-Trevino complex, consisting of silt loam and stony silt loam soils, with basalt bedrock exposed in some areas. The silt loam soils are well drained, with moderate permeability.

Irrigation water conveyed in the Mora Canal is of excellent quality, based on visual appearance, and appears to be

quite low in suspended solids. Flows in the upper canal range up to 1150 cfs, with as much as 850 cfs passing through the drop chute to the lower canal, and with 300 cfs entering the Waldvogel Canal. The Mora Canal is operated during the period April through October, and normally remains dry from November through March.

A floral and faunal inventory of the Mora Drop area was completed during preparation of this report, and is included in Appendix II of this report. Three distinct floral habitats were found to exist in the vicinity of the Mora Drop site. South of the upper Mora and Waldvogel Canals the only climax community in the area exists, which is the Sagebrush-Greasewood range land community, which prior to the mid 1800's probably covered most of the Boise Valley. This habitat includes a number of grasses and forbs in addition to the perennial Big Sage and Greasewood shrubs. It does not exist in a purely natural state, since some recreational vehicle activity occurs there periodically, and BLM grazing permits are issued on a common use basis for the area. The second habitat is a disturbed transition community occupying the canal banks and the area between the Waldvogel and lower Mora Canals. This community includes primarily annual forbs and grasses, with Downy Chess grass (cheat grass) and the forb Tansy-mustard dominant. Other floral species exist in this habitat, including several tree species (lodgepole pine, Englemann Spruce, and domestic apple) which were probably planted. The third habitat is the agricultural areas lying to the north of the canals. The farm land near the Mora Drop is currently irrigated pasture.

The wildlife occupying the area in the vicinity of the drop includes a few mammals, principally coyote, badger, rabbits, field mice and occasionally the Townsend ground squirrel. Most of these species remain in the sage-greasewood habitat south of the drop site. A variety of birds can be found near the drop including (among others) several species of hawks, the American kestrel, mourning dove, killdeer, magpie, meadowlark and sparrows. Since the canal system remains dry five to six months each year, there is no permanent aquatic habitat at the site. Various fish species are introduced to the canal each irrigation season, but there are no pools in the canal system that would allow the them to winter over from year to year.

There are no endangered floral or faunal species in the vicinity of the drop. The nearest sensitive habitat is the Snake River Birds of Prey Natural Area, located 12 miles to the south, which is a canyon area containing the densest known nesting population of eagles, hawks and other birds of prey in North America. A study has been completed that would expand this Natural Area to a much larger Snake River Birds of Prey National Conservation Area. The expanded area would extend north to a point one mile south of the Mora Drop. However, necessary legislation to establish this Conservation Area has not yet been introduced to the Congress, so the eventual fate of the proposal is uncertain as of this date. A second valuable wildlife resource nearby is the Deer Flat Wildlife Refuge, a National Wildlife Refuge administered by the U. S. Fish and Wildlife Service and located on and around Lake Lowell, seven miles to the northwest of the Mora Drop. The refuge is primarily a habitat for migratory and resident water fowl, which was made possible by the construction of the reservoir for off-stream storage. The refuge was established subsequent to construction of Lake Lowell by the Bureau of Reclamation as an integral part of the Boise Project.

Settlement of the area in western Ada County and eastern Canyon County near the Mora Drop largely dates back to completion of the Deer Flat Dams at Lake Lowell and the New York and Mora Canals (respectively 1911, 1909 and 1915). Early settlers for the most part were farmers attracted by the availability of irrigation water, which was capable of transforming the low valued sage-grass rangeland to highly productive cropland. A variety of crops have been raised in this area, but sweet and field corn, corn seed, wheat, barley, sugar beets and alfalfa hay are among the most common farm products. Agriculture has remained an important employment base for both Ada and Canyon Counties over the years, although with the growth of other job opportunities in the region together with larger and more mechanized farms, both the numbers and the percentage of the population directly employed in farming have decreased. Other large employers include the food processing industries, particularly dairies and meat processing plants, light manufacturing, electronics, government, and particularly around the three largest regional cities of Nampa, Caldwell and Boise, wholesale and retail commerce.

Land use patterns have changed gradually over the years, in response to the changing employment picture. Total farm acreage of Ada and Canyon Counties increased from 222,000 acres in the year 1900 to a peak of just under 703,000 acres in 1945. Total acreage has declined slowly since then to 634,000 acres in 1970. A large percentage of this decrease in recent years has been conversion of farm land to urban and suburban uses. The suburban growth around the Ada and Canyon County cities, particularly Nampa, Caldwell and Boise, has been extremely rapid since 1960. In part, this has been in response to a steady influx of people from out of state, many of whom have come seeking a higher quality of life than they could obtain elsewhere. This urban sprawl in the last decade has begun to extend to the smaller towns in the region including

the town of Kuna located three miles northeast of the Mora Drop. After 40 years of nearly constant population of 430 to 530 people during the period 1930 to 1970, the population of Kuna doubled between 1970 and 1974 to 920 people, and has continued to grow rapidly. The current population is estimated at approximately 1700, a 300 percent increase over the 1970 figure. Overall, Ada County has grown from a population of 11,600 in 1900 to 112,200 in 1970; and Canyon County from 7500 in 1900 to 61,300 in 1970. The total urban population for the two counties in 1970 was 123,000 or 71 percent of the total population. The regional population has continued to grow extremely rapidly since 1970, and is expected to continue at a similar rate in the future. The regional population is predominantly white. For Ada and Canyon Counties combined, 99 percent of the population is white, with the remaining one percent composed of Japanese, Indian, Negro and Chinese, in that order.

The recreational opportunities for Boise Valley residents are strongly oriented toward outdoor activities. Many of these activities are water-related, such as fishing, swimming, boating, river floating, and water skiing. All of the reservoirs on the Boise Project, including Lake Lowell, receive heavy summer use for these and other activities, but the canal system is not used for recreation purposes because of the inherent danger of swiftly flowing water. Other popular activities include bird hunting throughout the valley, big game hunting in nearby mountain areas, camping, picnicking, sightseeing, and recreational vehicle and dirt bike riding. During the winter, skiing, snowmobile riding and ice fishing in mountain areas are very popular activities. There is little recreational use of the public rangeland areas south of the Mora Drop, other than by an occasional recreational vehicle or dirt bike. Hunting opportunities are very limited in that area.

The Boise Valley area near the Mora Drop has few known cultural resources and none in the immediate vicinity of the drop other than a watermaster trash dump beside the drop dating back to around 1915. The area probably saw no use by Indians prior to settlement by whites, other than by an occasional hunting party enroute between the Snake and Boise Rivers. The drop site is in an area that saw very little use by early valley settlers during the mid to late 1800's. An archeological site survey was completed during preparation of this report, and the survey results are described in Appendix II of this report.

There are no significant visual resources in the vicinity of the Mora Drop. Kuna Butte, which peaks out approximately 500 feet in elevation above the valley, and is located just southeast of the Mora Drop, is a minor local landmark, but is not of regional significance. The Mora Drop is not visited by sightseers, and is nearly indistinguishable at a distance of more than approximately one mile away.

ENVIRONMENTAL IMPACTS OF THE POWER PLANT

During construction of the Mora Drop Power Plant there will be some loss of cheat grass and annual forbs on the actual power plant site. Other vegetation that will be lost will include several apple trees near the lower canal bank and a strip of the sage-greasewood habitat immediately south of the upper canal, due to the need to extend the upper canal for approximately 75 feet. This strip will be roughly 100 feet long by 40 feet wide. Following construction activities, no additional impacts on the area vegetation are expected. Operation of the power plant will not affect any of the existing plant or tree species in the vicinity of the power plant. Disturbed soil areas will gradually become covered with annual grasses (principally cheat grass) and forbs (especially Tansy-mustard). This process will take no more than three to

four years. There will a much slower tendency through the natural process of secondary succession for the grasses and forbs to be replaced by Big Sage and greasewood, the climax species for the area. The process of conversion to the sage-greasewood cover could take in excess of 30 years.

It is anticipated that there will be little impact of the proposed power plant on area wildlife. The existing ground cover of the project site is disturbed, and is not critical habitat for any species utilizing the area. Most wildlife species using the actual power plant site at present are probably transient and only marginally dependent on the site. Noise and dust associated with construction of the power plant will undoubtedly result in some migration of wildlife away from the site, however this will be a temporary condition. Since it is expected that much of the power plant construction will be done during the off irrigation season of November through March when wildlife activity is at a minimum, the impact of construction on the wildlife will be even less than might otherwise be expected. No long-term detrimental effects of the power plant on the area fauna are foreseen, since noise levels and human activity at the site will return nearly to current levels after construction is complete. The power plant will be unmanned, with maintenance visits several times a week; so human activity at the site will be minimal. Since effects on area wildlife are expected to be modest, localized and temporary, construction and operation of the power plant should not have any environmental impact on the Snake River Birds of Prey Conservation Area when and if it is established. The one mile buffer-zone between the plant and the conservation area border insures that wildlife within the conservation area will be unaffected by the power plant. Likewise, the Deer Flat Wildlife Refuge will not be affected by the power plant. Canal flows into Lake Lowell will not be significantly changed, so refuge wildlife should not feel any effects from the plant.

Concern has been expressed by some state and federal agencies that the new transmission line might lead to electrocution of raptors such as Golden eagles and the larger hawks. Design details for construction of power poles that prevent raptor electrocution are available from Idaho Power Company, and will be incorporated with the final construction plans for the Mora Drop project to avoid this problem.

There are no known threatened or endangered plant or animal species occupying the land near the Mora Drop. Two endangered wildlife species occupy the Snake River Birds of Prey Natural Area: the bald eagle and the peregrine falcon. The normal range of these birds does not extend into the Mora Drop area.

Operation of the Mora Drop Power Plant will involve the use of normal irrigation flows when they are available, with no or very minor changes in existing canal operations. Operation of the power plant will not affect any irrigators in the Boise Project: canal deliveries will continue to be made as they are now. The only foreseeable system change would be that during the spring and fall seasons when Lake Lowell is refilled, some of the flow which normally is carried to the lake in the New York Canal may be diverted into the Mora Canal to extend the operating season of the power plant. After passing through the turbine, this water would flow west through the Mora Canal, then drop into Lake Lowell through the wasteway chutes located on the south side of the lake. A maximum of 250 cfs could be diverted through the Mora Canal in this fashion, out of a normal flow during refill operations of 900 to 1000 cfs. Thus, most of the flow carried in the canal system to refill Lake Lowell would remain in the New York Canal. The effects of this modest change in canal operations are expected to be minor. Some rehabilitation work on the wasteway chutes would have to be done before this scheme could be used, particularly to place new concrete lining in the chutes. This

work will need to be done in the near future even if the operation change is not made, because the existing linings are badly deteriorated. No additional environmental impacts of the power plant construction on water quantity or quality is expected, except for siltation, which is discussed below. Operation of the plant will not result in any degradation of canal water quality.

Other environmental impacts of the power plant include dust produced during construction, and some soil erosion on disturbed areas on and adjacent to the site. As a result of the soil erosion, some minor siltation of the Mora and Waldvogel Canals can be anticipated. To help mitigate the dust problem, a water truck could be used daily in dry weather periods during construction of the power plant to wet down site access roads. It is estimated that rental of a truck and driver would cost the Boise Project Board of Control approximately \$200 per day. If the Board of Control were to rent on a monthly basis and provide their own driver, this price could be reduced to approximately \$50 per day. Soil erosion from bare ground areas at the site following construction could be greatly reduced if the Board of Control were to hydroseed these areas with a typical dry-land grass species such as Crested Wheat. Hydroseeding the project site would cost approximately \$2000 and would reduce soil erosion and canal siltation significantly.

Construction and operation of the Mora Drop Power Plant will have little effect on the local or regional population. Much of the actual construction work on the plant will be done by Boise Project Board of Control personnel, so its direct impact on the local job market will be minor. Increased vehicular traffic on South McDermott Road near the plant site during construction could be annoying to the approximately six homeowners located along that road between the power plant and State Highway 69, but this should be a minor problem and will

be temporary. The greatest long-term effect of the Mora Drop Power Plant, if it proves to be an economic success for the Board of Control, is likely to be as a stimulant to construction of other similar power plants throughout the region. Future construction projects of this type will directly benefit the local construction economy, and indirectly benefit the regional economy by helping to hold down power rates.

No major safety hazards are expected as a result of power plant operations. The plant will be fully enclosed, so there will be no electric shock hazard to casual site visitors. No moving parts of the plant will be exposed. Some increase in flows through the two wasteways at Lake Lowell is likely in spring and fall. At the Mora Drop, the existing drop chute will normally be dry when the power plant is on line. The hazard of this structure to site visitors will consequently decrease with construction of the facility.

Other social impacts of the Mora Drop project, including noise, visual impact and its effect on area recreation and cultural resources will be extremely minor. There will be some construction-related noise, including the possibility of some blasting during the early phases of the project. Due to the low population density near the site, few people will be affected. When the plant is operational, there will be very little noise other than the low-level hum of the generator, which will be inaudible except at the power plant itself. Since there are no significant visual resources near the drop, the addition of a power plant and penstock there will have little visual impact, either positive or negative. Construction of five miles of power line between the plant and the Bowmont Substation will have some negative visual impact, although most of the line will be constructed in an area having very little public use. Area recreation should be unaffected by the power plant, since any nearby activities that are

currently being carried out, such as driving recreational vehicles through the sage land area south of the Mora Canal, can continue as well with the plant there as without the plant. Low recreational usage of the area today assures that construction and operation of the Mora Drop Power Plant will have an insignificant impact on Boise Valley outdoor recreation. Due to the lack of cultural (archeological) resources in the vicinity of the Mora Drop, other than a small garbage dump site formerly used by the canal ditch rider, there will be no archeological impacts of the project. The dump site will probably need to be removed during construction of the power plant. When it is removed, the Board of Control should retain an archeologist to ensure that no historically-significant artifacts will be obliterated. This dump site can be removed in less than one day, so the cost of retaining an archeologist should not exceed \$150 to \$200.

Thus, in summary, environmental impacts of the Mora Drop Power Plant will be fairly minor and temporary for the local flora and fauna, and minor to insignificant for Boise Valley residents.

ALTERNATIVE OPTIONS FOR GENERATING ELECTRICITY

The power purchaser for the Mora Drop Power Plant is expected to be Idaho Power Company, an investor-owned utility. Idaho Power Company serves much of southwest and south central Idaho, a small portion of eastern Oregon and a very small area in northern Nevada. Although historically they have been primarily a hydroelectric power based utility, they are currently shifting more toward a coal-fired thermal plant base. Peak power loads have normally been during the summer, due primarily to irrigation pumping and air conditioning demands. Their available power generation resources currently exceed annual peak demands by approximately 70 to 80 megawatts (MW), which is equivalent to about one year of system load

growth. Due to new thermal plant capacity now being constructed, the most critical year for Idaho Power Company in the near future is forecasted to be 1985, when demands could exceed the available generation resources. At the end of 1980 or beginning of 1981, the coal-fired Boardman Plant in Oregon is expected to come on-line. Idaho Power's share of that plant will provide up to 200 mw for summer peak loads. Idaho Power also has a share in the Valmy coal-fired plant in Nevada. Its share will provide approximately 90 mw of average power year around. The Valmy plant should go on-line in late 1981 or early 1982. Both the Boardman and the Valmy plants will cost the utility over 40 mills per kilowatt hour (mills/kwh). Another project which has been delayed due to institutional problems, is installation of a 79 mw hydroelectric plant at Lucky Peak Dam near Boise. The annual cost of this project is unknown at this time, but probably will be around 45 mills/kwh. If all the institutional problems can be resolved in the near future, the plant could go on-line by approximately 1984. Looking further into the future, Idaho Power is considering two power plants on the North Fork of the Payette River for a combined installed capacity of 258 mw. These projects would be constructed during the period 1985 to 1990. The power would probably be in the range of 35 to 45 mills/kwh at today's prices. Other future possibilities for power include two dams on the Snake River for a combined average power production of 80 mw, and a coal-fired plant somewhere in southern Idaho for at least 250 mw. The two Snake River Dam projects probably would be constructed about 1986, and the coal fired plant after 1990. If any of these projects become significantly delayed, Idaho Power Company will experience a serious power deficit during this decade.

In summary, there is a documented need for additional power in southern Idaho in the future, particularly during the summer peak demand period (due to irrigation pumping) when electricity from the Mora Power Plant will be available. These

load requirements will far overshadow the 1900 kw (1.9 mw) peak power production of the Mora Drop plant, and will be satisfied through construction of large hydroelectric and coal-fired thermal power plants. However, to the extent that successful completion of this project results in other similar small hydroelectric projects in southern Idaho, the cumulative effect of a number of these small plants could meet a more significant portion of the future power load growth anticipated in the region. It is possible that as much as 40 to 50 mw of inexpensive small hydroelectric plant potential could be developed over the next decade in southwestern and southcentral Idaho. The distribution system of the Arrowrock division of the Boise Project alone appears to have a total potential of up to 15 megawatts. Small hydroelectric power development at that scale could play a significant role in helping to hold down the cost of electricity to Idaho Power Company customers.

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APPENDIX

I. CONSULTATION WITH AGENCIES

Fish and wildlife agencies consulted as required and in accordance with Section 4.92 (c)(5)(iv), are indicated below. Copies of letters received from these agencies containing comments about the Mora Canal Drop Power Plant project follows.

Idaho Department of Fish and Game
P. O. Box 25
600 S. Walnut Street
Boise, Idaho 83707

Regional Director
Region 1
U. S. Fish and Wildlife Service
Lloyd Building, Suite 1692
500 N.E. Multnomah Street
Portland, Oregon 97232



STATE OF IDAHO

DEPARTMENT OF FISH AND GAME

600 SO. WALNUT ST. — P.O. BOX 25
BOISE, IDAHO 83707

April 25, 1980

Mr. Brian Grant
Tudor Engineering Company
1802 North 33rd Street
Boise, ID 83703

Dear Mr. Grant:

The draft environmental report on the proposed Mora Drop hydroelectric project, which was forwarded with your letter of April 18, has been reviewed by our Department.

As described, the generating project itself would appear to have little impact on fish and wildlife resources. We would, however, urge that all necessary design precautions be taken to prevent electrocution of raptors by the proposed transmission lines. Golden eagles and the larger hawks which may already be present along the transmission line route, or could be attracted to the line by the presence of new hunting perches, are particularly susceptible to this type of mortality. Design plans to prevent such mortalities are available from Idaho Power Company.

Sincerely,

DEPARTMENT OF FISH AND GAME

Robert L. Salter
Robert L. Salter
Acting Director

cc: USFWS - Fisher

Aug 27 11 09 AM '80
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SECRETARY



United States Department of the Interior

FISH AND WILDLIFE SERVICE

ECOLOGICAL SERVICES

4620 Overland Road, Room 209
Boise, Idaho 83705

April 30, 1980

Mr. Brian Grant
Fudor Engineering Company
1802 N. 33rd Street
Boise, Idaho 83703

Dear Mr. Grant:

This responds to Mr. Purcell's April 18 letter inviting our comments on the draft environmental report on the proposed Mora Drop hydroelectric project.

We agree that the powerplant would have few adverse effects on fish and wildlife resources. However, the new transmission line could result in the electrocution of larger raptors attempting to use the poles for perching. This could be prevented by the use of specially designed poles. Design plans for such poles may be obtained from the Idaho Power Company.

We appreciate the opportunity to review your report.

Sincerely yours,

Walter D. Ray
for Richard J. Fisher

cc: IF&G - Reg. III

OFFICE OF THE
SECRETARY
JUN 27 11 00 AM '80
U.S. DEPARTMENT OF THE INTERIOR

APPENDIX

II. ENVIRONMENTAL SITE SURVEYS

Two site surveys were completed to provide necessary background data to prepare Exhibit E. One describes the flora and fauna of the site, while the other describes the results of an archeological site survey of the area. These surveys are included herein.

A
FLORAL AND FAUNAL INVENTORY
OF
THE MORA CANAL HYDROELECTRIC POWER PLANT SITE

BY
STEVEN D. VAN WINKLE

INTRODUCTION:

The proposed Mora Canal hydroelectric power plant site is located in the S.W. 1/4, S.W. 1/4, Sec. 33, R1W, T2N. The power plant is to be located between the Mora-Waldvogel Canal system, and will be constructed approximately forty (40) feet from the existing Mora drop chute. The site is bordered on the southern boundary by B.L.M. land which is presently being used as grazing land, allotment 18, on the northern boundary by private land in pasture, on the eastern boundary by private land in pasture, and on the western boundary by the canals and contiguous lands under the jurisdiction of the Boise Project Board of Control.

Survey:

An area approximately three (3) acres in size, 600'x600', was surveyed as part of the actual site and adjacent lands.

Topography:

Area generally flat with an occasional low hill. Elevation is from approximately 2785' to 2705' for a total relief of eighty (80) feet. Slope varies from 1-15 degrees. Aspect is entirely North-facing, except within the private lands which tend to be flat with little to no aspect.

Climate:

Area is moderately dry receiving an annual rate of precipitation of 10.36 inches. The summer months are extremely dry and have a definite limiting effect on vegetation and suitability of the area for grazing purposes.

Soils:

Comprised primarily of sandy loams with a moderately high alkaline content, as suggested by the presence of many halophytes, such as Big Sage and Greasewood.

Vegetative Zones:

The only climax habitat is the Big Sage (Artemisia tridentata)-Greasewood (Sarcobatus vermiculatus) complex.

METHODS:

An inventory of existing and suspected flora and fauna composition was obtained by using the following methods and/or data available: (1) visual observation; (2) field collection; (3) lab identification; (4) live-trapping and (5) perusal of available information as provided by the Final Environmental Statement, Agricultural Development for Southwest Idaho¹ and the Guide to Idaho Mammals.²

FLORAL SURVEY:

A visual/collecting survey of the study site was made from 3/30 thru 4/3 to determine the floral composition presently occupying the site. The major plant types which occupy the present study area are:

Big Sage-Greasewood	Area adjacent to Mora-Waldvogel canal on S. boundary
Tansy-mustard--Downy Chess	Disturbed area occupying major portions of the study site.
Bluegrass and other grasses	Pasture land.

Data Collection:

Plants presently within the boundaries of the immediate construction site only.

Grasses:

<u>Bromus tectorum</u>	Downy Chess
<u>Poa secundum</u> , syns.	Sandberg Bluegrass
<u>P. sandbergii</u>	
<u>Hordeum nodosum</u>	Meadow Barley
<u>Agropyron spicatum</u>	Bluebunch Wheatgrass
<u>Poa spp.</u>	Bluegrass'

Forbs:

<u>Descuriania spp.</u>	Tansy-mustard
<u>Verbascum thapsus</u>	Mullein
<u>Hieracium spp.</u>	Hawkweed
<u>Lepidium spp.</u>	Pepper-grass

<u>Erodium cicutarium</u>	Filaree
<u>Senecio spp.</u>	Squaw-weed
<u>Taraxacum spp.</u>	Dandelion
<u>Draba verna</u>	Whitlow-grass
<u>Lithophragma bulbiferum</u>	
<u>Ranunculus testiculatus</u>	Grow-foot

Shrubs:

<u>Salix spp.</u>	Willow
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Trees:

<u>Pinus contorta</u>	Lodge-pole Pine
<u>Picea engelmanni</u>	Engelmann's Spruce
<u>Rhus typhina</u>	Staghorn Sumac
<u>Malus spp.</u>	Apple

Additional plants collected within the study area but adjacent to the actual construction site.

<u>Sitanion hystrix</u>	Bottlebrush Squirreltail
<u>Bouteloua spp.</u>	Grass
<u>Artemisia tridentata</u>	Big Sage
<u>Sarcobatus vermiculatus</u>	Greasewood

The above list of plants is not intended to be complete, because as the season progresses other grasses and forbs will contribute to the floral composition of this site.

FAUNAL SURVEY:

The varying habitat of this area, such as, the Big Sage-Grease-pasture land, and canal-ditchbank riparian, should provide for an ample composite of mammal and bird types. Due to the briefness of this study no attempt was made to survey invertebrate, amphibian, or reptilian forms. The likelihood of any fisheries per se is probably negligible for several reasons: (1) high velocity with subsequent high turbidity; (2) lack of stream bank and food production; and (3) the absence of lentic waters during period of seasonal irrigation.

Data Collection:Mammals* with respect to study area only

<u>Scientific name</u>	<u>Common name</u>	<u>Seasonal status and abundance</u>	<u>Habitat preference</u>
<u>Canis latrans</u>	Coyote	Permanent/common	variable
<u>Taxidea taxus</u>	Badger	Permanent/common	sagebrush
<u>Spermophilus townsendii</u>	Townsend Ground Squirrel	Permanent(summer)/uncommon	sagebrush

Birds*

<u>Buteo lagopus</u>	Rough-legged Hawk	Migratory/common	open plains
<u>Circus cyaneus</u>	Marsh Hawk	Permanent/common	shrub/grass
<u>Falco sparverius</u>	American Kestrel	Permanent/common	shrub/grass
<u>Colaptes auratus</u>	Red-shafted Flicker	Transient/common	mixed woods/sage brush
<u>Zenaidura macroura</u>	Mourning Dove	Permanent/common	sage/grass
<u>Larus delawarensis</u>	Ring-billed Gull	Permanent/common	open fields
<u>Charadrius vociferus</u>	Killdeer	Transient/common (breeding season)	pasture land
<u>Pica pica</u>	Black-billed magpie	Permanent/common (nesting site)	sage/grass
<u>Sturnella neglecta</u>	Western Meadowlark	Transient/common (breeding season)	sage/grass
<u>Agelaius phoeniceus</u>	Red-winged Black-bird	Transient/uncommon	wetlands
<u>Sturnus vulgaris</u>	Starling	Transient/uncommon	variable
<u>Junco hyemalis</u>	Oregon Junco	Migratory/common	woodlands
<u>Zonotrichia leucophrys</u>	White-crowned sparrow	Migratory/rare	woodlands
<u>Passer domesticus</u>	House Sparrow	Permanent/abundant	variable
<u>Turdus migratorius</u>	American Robin	Transient/uncommon	variable
Columbidae	Common Pigeon	Permanent/common	structures

* sightings made within study area from 3/30 thru 4/3.

ANTICIPATED FAUNAL USE:

The following list of mammals and birds concerned with anticipated use shall be restricted to those species which are permanent; or if not permanent those whose impact or presence is essential to the study area.

Mammals:

<u>Scientific name</u>	<u>Common name</u>	<u>Seasonal status and abundance</u>	<u>Habitat preference</u>
<u>Mustela frenata</u>	Longtail Weasel	Permanent/rare	Riparian
<u>Mephitis mephitis</u>	Striped Skunk	Permanent/common	Variable
<u>Ammospermophilus leucurus</u>	Whitetail Antelope Squirrel	Spring/Summer common	Sagebrush
<u>Thomomys talpoides</u>	Norther Pocket Gopher	Common	Irrigated fields
<u>Perognathus parvus</u>	Great Basin Pocket Mouse	Common	Sagebrush
<u>Dipodomys ordii</u>	Ord's Kangaroo Rat	Common	Sagebrush
<u>Peromyscus maniculatus</u>	Deer Mouse	Common	Sage/fields
<u>Onychomys leucogaster</u>	Northern Grasshopper Mouse	Permanent/common	Sagebrush
<u>Microtus montanus</u>	Mountain Vole	Common	Irrigated fields
<u>Mus musculus</u>	House Mouse	Abundant	Variable
<u>Lepus californicus</u>	Blacktail Jack-rabbit	occurrence variable	Sagebrush
<u>Sylvilagus nuttalli</u>	Mountain Cotton-tail	Permanent/common	Sagebrush
<u>Sylvilagus idahoensis</u> *	Pygmy Rabbit	Permanent/common	Sagebrush

* An abundant amount of active burrows were located beneath Big Sage and from scat abundance it can be presumed that this species is quite common in the sagebrush/greasewood habitat.

Birds:

<u>Buteo jamaicensis</u>	Red-tailed Hawk	Permanent/uncommon (hunting range)	Open country Sage/grass
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ANTICIPATED FAUNAL USE: (cont.)

<u>Scientific name</u>	<u>Common name</u>	<u>Seasonal status and abundance</u>	<u>Habitat preference</u>
<u>Falco mexicanus</u>	Prarie Falcon	Permanent/ rare (foraging boundary)	Sagebrush
<u>Oreoscoptes montanus</u>	Sage Thrasher	Summer/uncommon	Sagebrush
<u>Epidonax wrightii</u>	Gray Flycatcher	Summer/uncommon	Sagebrush
<u>Spizella brewerii</u>	Brewer's Sparrow	Summer/common	Sagebrush
<u>Amphispiza belli</u>	Sage Sparrow	Summer/common	Sagebrush

Many other species undoubtedly pass through this study site, but there temporary presence/transient nature play an insignificant role within the study area and adjoining land.

CONCLUSION;

It is the opinion of the author that very little environmental impact will be imparted within the study area by the construction and existence of the Mora Canal hydroelectric power plant for several reasons: (1) as indicated within the floral and faunal survey, existing and anticipated species, habitat preference for the most part removes these species from the actual construction site; which is disturbed ground traversed by several roads and has a major vegetative type of Tansy-mustard (Descuriania spp.), a weed with no grazing significance; (2) dust and noise pollution produced during construction of the facilities should cause minimal problems since the project is to be completed prior to the breeding season. The canal will remain operable throughout the irrigating season; (3) no endangered plant or faunal species appear to exist within in the study area. For the above reasons, keeping in mind that due to the briefness of this study -- a complete account of flora and fauna was not obtained, the Mora Canal project and operation should present no significant environmental decay. within the study area.

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Submitted:

Steven D. Van Winkle, Biologist.

Steven D. Van Winkle, Biologist
April 7, 1980

RECEIVED
BUREAU OF LAND MANAGEMENT
APR 11 1980
BOISE, IDAHO



Archaeological Consultants

P.O. BOX 2342
BOISE, IDAHO 83701

2 April 1980

A REPORT OF AN ARCHAEOLOGICAL SITE SURVEY OF THE MORA CANAL HYDROELECTRIC POWER PLANT SITE

Survey Area

An intensive cultural resource inventory has been conducted of the Mora Canal hydroelectric power plant site, and immediately adjacent lands, to locate cultural resources which would be adversely impacted by the power plant siting, and related construction activities. To facilitate map referencing, this survey totaled five acres; specifically: the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 33, Township 2 north, Range 1 west.

Study Methods

The survey area was visually inspected on foot, in parallel swaths not exceeding fifteen meters. A literature search of relevant cultural resource site records was also conducted to determine if any cultural resources have previously been located in the survey area. Glenda Torgeson, Southwestern Idaho Curatorial Center (Idaho State Historical Society), and Margaret Wyatt, Boise District archaeologist (Bureau of Land Management), were contacted in this process. Idaho State Historical Society historian Larry Jones was also contacted to determine if any National Register sites or properties are located in or adjacent to the survey area.

Results

The literature search revealed no cultural resources

previously located in the study area, and there are no listings in the National Register of Historic Places for archaeological sites or historic properties either in or adjacent to the study area.

The survey area has been substantially impacted by previous canal construction, and no aboriginal cultural materials were located. However, a dumping site for historic materials was located adjacent to the construction site at the southwest corner of the existing stilling basin, and recorded (10AA168*). This dumping site probably relates to the map-indicated ditch-rider's house located near the heads of the Waldvogel and Lower Mora Canals. No surface indications of this house, a two-room frame structure constructed c. 1915 (according to Boise Project Board of Control personnel) are visible.

No artifacts in the dump were identified that positively date more than fifty years old (one of the criteria of eligibility for listing an archaeological site in the National Register). But a visual surface inspection can not preclude the existence of older buried artifacts. However, the dump's location on top of the Lower Mora Canal's bank rip-rap indicates that it post-dates canal construction, completed c. 1915.

Conclusions

Specifications provided by Tudor Engineering Company

*See attached Idaho Archaeological Site Survey form. The Idaho Archaeological Site Survey, administered by the Idaho State Historical Society, utilizes the Smithsonian site numbering system: Idaho places #10 in an alphabetical listing of the states; Ada County is designated by a two-letter abbreviation; and #168 indicates the 168th site recorded in Ada County.

indicate that no cultural resources will be directly disturbed by construction of the Mera Canal hydroelectric power plant. Reasonable precautions should be taken to avoid site 10AA168. Should any future changes in construction plans preclude avoidance, the contractor may consider retaining an historical archaeologist to monitor construction, allowing salvage of significant archaeological material and information.

Michael Ostrogorsky

Michael Ostrogorsky,
Idaho Archaeological Consultants

OFFICE
SEP 10 1980

Aug 27 11 00 AM 1980

IDAHO ARCHAEOLOGICAL SITE SURVEY

Field No. _____

1. Site No. 10AA168 County Ada Date 1 April 19802. Description Dumping site for historic artifacts.3. Size less than 5 meters square ☐ Measured ☐ Estimate 4. Depth unknown ☐ Measured ☐ Estimate5. Location On top of the Lower Mora Canal bank rip-rap, at the southwest corner of the existing stilling basin, at the head of the Lower Mora Canal.6. Map 1971 USGS Kuna 7½' N E T 2S R 1W SW¼ of SW¼ of SW¼ of SW¼ of Sec. 337. High contour 2700' 8. UTM Zone Easting Northing 9. Long. Lat.
Low contour _____10. Land owner & address Boise Project Board of Control11. Present condition Disturbed by canal construction Imminent Disturbance12. Artifacts Typical household items, such as tin cans (assorted, including some solder-top), ceramic fragments, stoneware, condiment bottle fragments, mason jar fragments, etc.

13. Location of collections _____

14. Comments Postdates construction of Mora Canal, c. 1915; probably associated with contemporary map-indicated ditch rider's house (of which no surface indications are visible).

Location Map

Site Map

see attachments

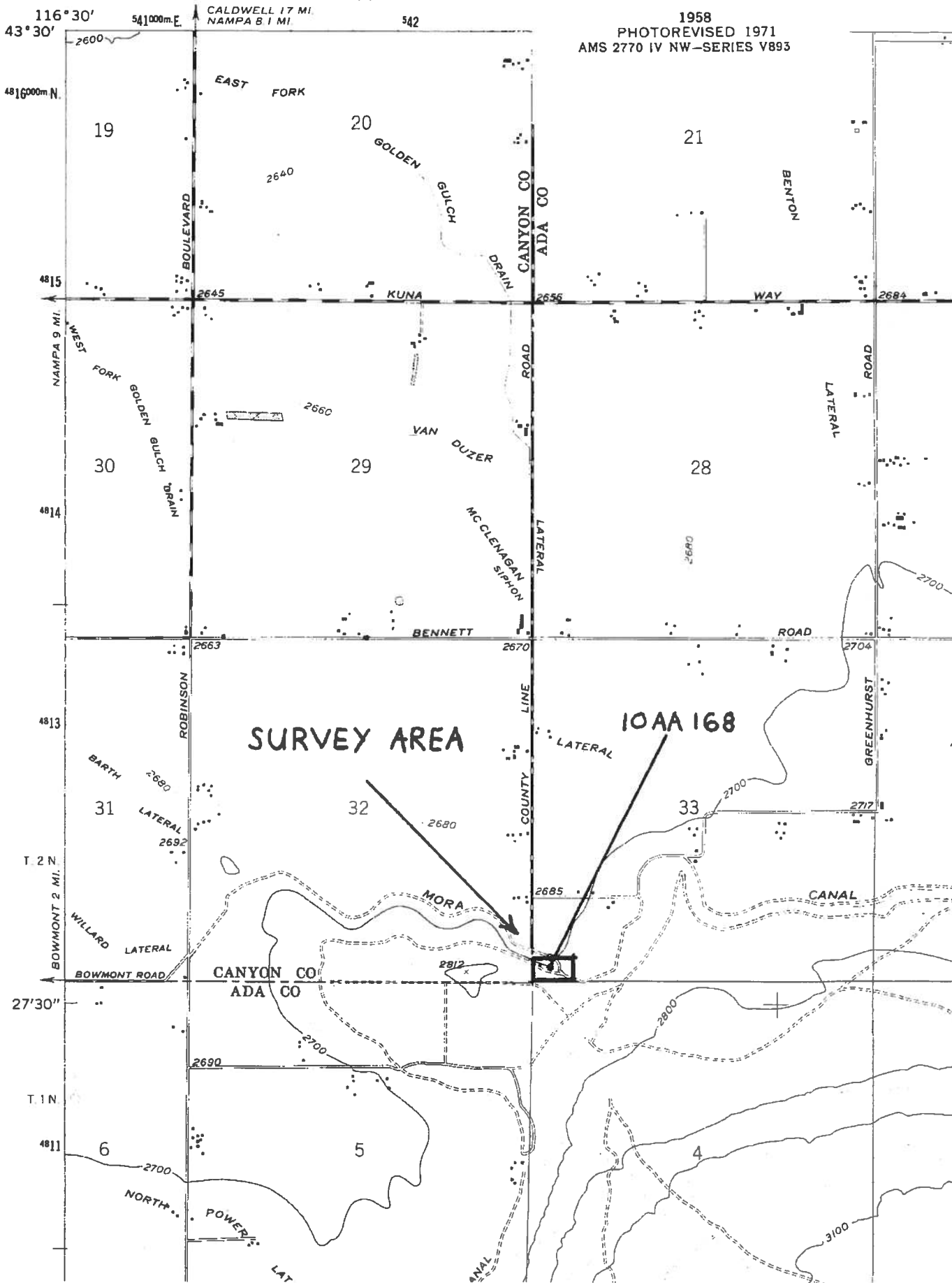
5. Recorded by Michael Ostrogorsky 16. Institution Idaho Arch. Consultants
Distributed by the Idaho State Historical Society, 610 N. Julia Davis Dr., Boise 83706
Form #3, September 1977

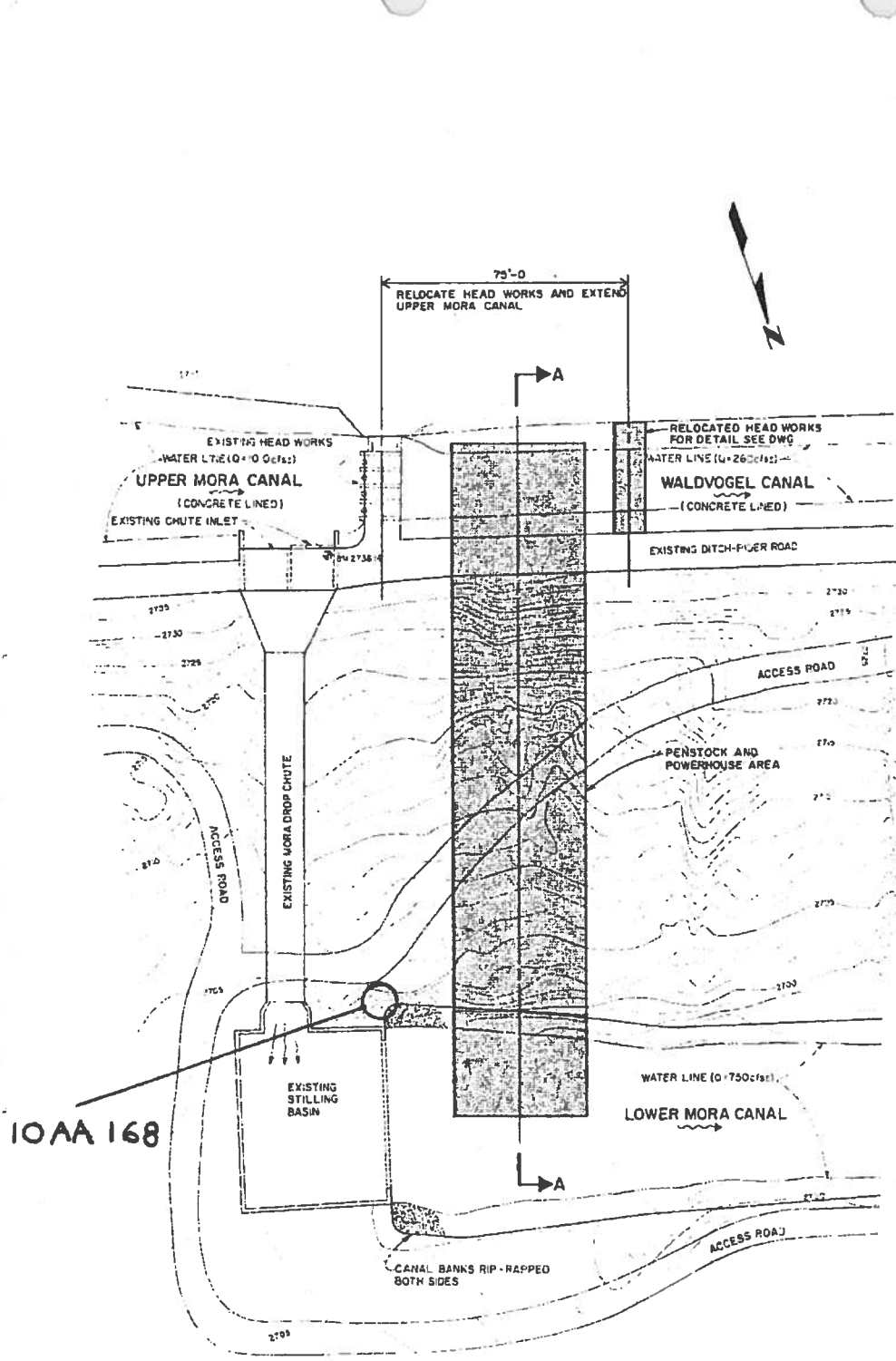
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DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

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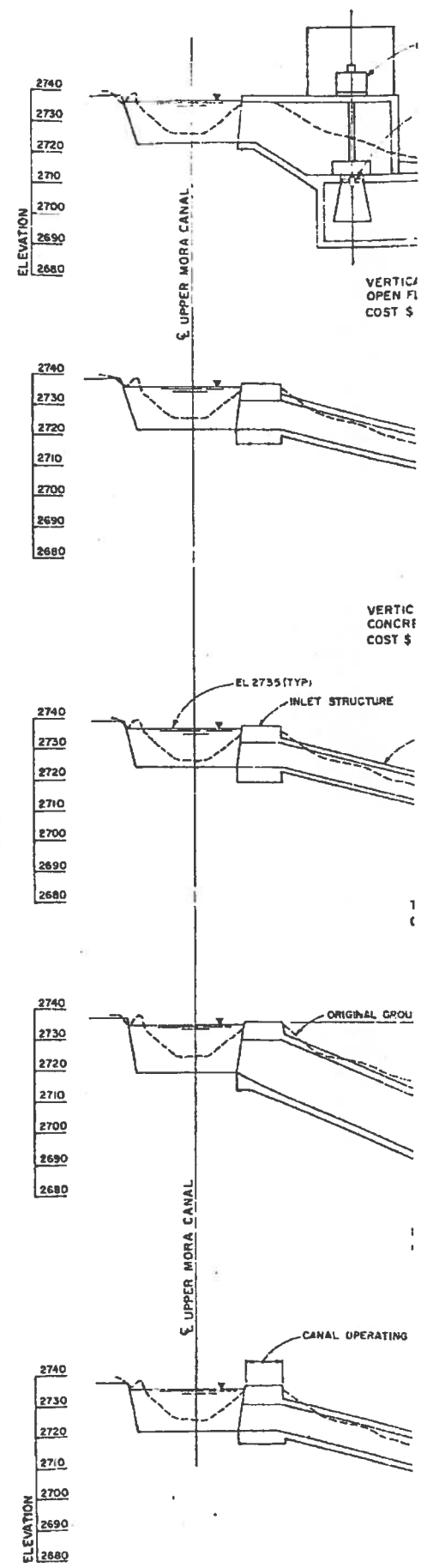
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AMS 2770 IV NW—SERIES V893





10AA 168

PLAN
SCALE 1"=20'



TYPICAL SECTION A
SCALE 1"=20'

TWO C
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EXHIBIT G

PROJECT STRUCTURES & EQUIPMENT DRAWINGS

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