

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No: 1-7010D

Exam Date: 7/15/2015

1. Current Owner: HAZELTON/WILSON JOINT VENTURE
PO BOX 7867
BOISE ID 83707

2. Accompanied by: Chris White (FERC inspector), Tom Wicher (Hazelton/Wilson Joint Venture, Ida-West Energy Company, and Ida-West Operation Services) and Kendall Struchen and Gerald Griffiths operation personnel (Ida-West Operation Services)

Phone No:

Address:

Relationship to Permit Holder:

3. SOURCE

SNAKE RIVER

TRIBUTARY

COLUMBIA RIVER

B. OVERLAP REVIEW

1. Other water rights with the same place of use: There are no other rights for power use at this project.
2. Other water rights with the same point of diversion: Many water rights are diverted at the headworks of the Twin Falls North Side.

C. DIVERSION AND DELIVERY SYSTEM**1. LOCATION OF POINT(S) OF DIVERSION:**

SNAKE RIVER L5 SW1/4NW1/4 Sec. 28, Twp 10S, Rge 21E, B.M.

JEROME County

SNAKE RIVER L5 SW1/4NW1/4 Sec. 28, Twp 10S, Rge 21E, B.M.

JEROME County

Method of Determination:

The PODs were determined by aerial photography and a review of existing spatial data points. Spatial data points #360560 and #360026 at the north abutment of Milner Dam are the best representations of the PODs.

2.

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	
09S 19E 24				X													

Method of Determination:

The powerhouse is visible in aerial photography.

3.

☒ Delivery System Diagram Attached (required).

See the attached copies of the project's engineering drawings

☐ Map Attached Showing Location(s) of point(s) of diversion and place(s) of use (required). Scale must be 1:24,000 or greater.

☐ Aerial Photo Attached (required for irrigation of 10+ acres).☒ Photo of Diversion and System Attached

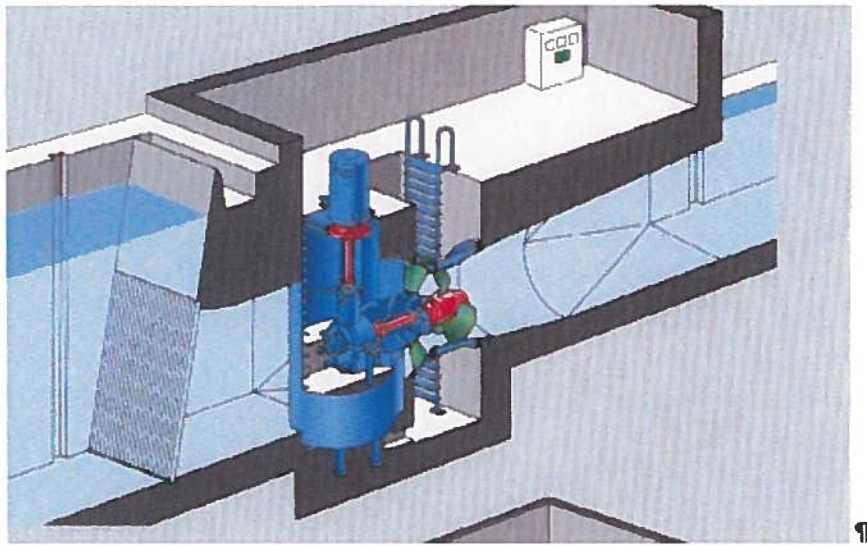
4.

Well or Diversion ID No.*

<u>Generator Make</u>	<u>kW</u>	<u>Generator Type.</u>	<u>Turbine Make</u>	<u>Turbine Discharge Size</u>
Ideal	4468 kW		SEW	rated at 1457 cfs at 40 ft net head

*Code to correspond with No. on map and aerial photo

The two turbine-generator sets are twins. The above description applies to both. They are Kaplan type, pit turbines manufactured by SEW. The illustration below is a generic installation of a Kaplan pit turbine. Nameplates of the generators were available to be photographed but not the nameplates of the turbines. Powerhouse operation personnel refer to these turbine-generator pairs as units #3 and #4. Units #1 and #2 are located in the Hazelton B project ~5 miles upstream. The two projects are owned by the same entity and are operated in close coordination with each other.



Horizontal-axis pit Kaplan turbine with right-angle gear driven generator.
 Source — Voith hydro brochure "Standard machines for small hydro power plants" t 2977e.

D. FLOW MEASUREMENTS

1.

<u>Measurement Equipment</u>	<u>Type</u>	<u>Make</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Size</u>	<u>Calib. Date</u>

2. Measurements:

Instantaneous generation, bypass flow and turbine flow were available from a combination of instrumentation displays in the powerhouse. The type of meter, accuracy of measurements and calibration date(s) are not known.

During the site visit the project was generating an instantaneous total of 6789 kW on a flow rate of 2303 cfs. Unit #3 was generating 3228 kW. Unit #4 was generating 3561 kW. See the attached photo of the SCADA system display screen.

I requested and received data from the development period of this permit which confirmed beneficial use.

E. FLOW CALCULATIONS X Additional Computation Sheets Attached

Measured Method:

Data provided by the powerhouse operator (Ida-West) shows that the project is capable of utilizing more rate than the permit authorized. Based on that additional data, the project used as much as 3300 cfs during the development period.

F. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = \text{Not applicable}$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation season}) \times 1.9835 =$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$$

2. Volume Calculations for Other Uses:

Effective 3/29/2012, the Beneficial Use Examination Rules exempt on-stream, run-of-the-river, power generation from the volume reporting requirement. This facility does not fit that definition. This is an off-stream run-of-river hydropower project. The water path through the powerhouse bypasses approximately 1000 feet of the North Side Canal Company's main canal.

I used the daily average data provided by Ida-West as the basis for both the license rate and the license volume. The data was taken from the SCADA system and represents turbine discharge. The turbine discharge is not measured directly at this facility but is instead calculated from net head, and wicket gate and turbine runner positions.

G. NARRATIVE/REMARKS/COMMENTS

Water right permit, 1-7010, was issued to North Side Canal Company on June 29, 1977. The permit was amended in 1985 and in 1986 to include additional or alternative places-of-use. The base water right was divided into four parts, 1-7010 A, 1-7010B, 1-7010C, and 1-7010D, when some of the alternative places-of-use were developed by separate business entities.

Ownership

The ownership of this hydropower project is complex.

Water right 1-7010D and the FERC Exemption from Licensing #10454, are currently held by Hazelton/Wilson Joint Venture.

Hazelton/Wilson Joint Venture is comprised of Hazelton Power Company, a wholly owned subsidiary of Ida-West Energy Company (50%) and H.W. Hydro Partnership, a limited partnership (50%). The Hazelton/Wilson Joint Venture was formed in March 1993 and is the owner of the Wilson Lake Hydroelectric plant and the Hazelton B Hydroelectric plant. Ida-West Operating Services, a subsidiary of Ida-West Energy Company is contracted by the Hazelton/Wilson Joint Venture to operate both the Hazelton B and the Wilson Lake power generation facilities. (See 9/14/2015 email from Mr. Wicher).

The existing energy sales agreement is between Idaho Power Company and Wilson Lake Hydro. Wilson Lake Hydro is not currently an active business entity with the IDSOS. I assumed that the sales agreement was transferred from Wilson Lake Hydro to Hazelton/Wilson Joint Venture when the hydropower project changed ownership because the IPUC approved a Firm Energy Sales Agreement (FESA) between Hazelton/Wilson Joint Venture and Idaho Power Company. In this case both the producer and the purchaser are subsidiaries of IDACorp. By approving the FESA, the IPUC determined that the agreement was not contrary to the public interest.

Point of Diversion

The permit authorized a single point-of-diversion in lot 5 (NWSW), section 28, Twp 10 S, Rge 21E. That POD is correct for one of the two diversions from the Snake River at Milner Dam which are used to convey NSCC water. But both the Milner-Gooding Canal and the North Side Main Canal divert from government lot 5 (SWNW) and both canals carry water for NSCC irrigation customers for the first few miles down-canal from Milner. An amendment of the permit needed to add a second POD in lot 5 (NWSW), section 28, Twp 10 S, Rge 21E.

According to available Jerome County taxlot information, these two PODs are located on BLM property.

Another point-of-diversion for Alt #2 was added in the 1985 amendment to Permit 1-7010. That additional POD appears to be where the water enters the powerhouse. It is not a true POD because Wilson Lake Reservoir and the power canal are not natural impoundments of water. The POD location must be from a natural source. Two PODs with the same PLSS address are required for the license.

Place of Use

The Wilson Lake powerhouse is identified as alternative #2 on the parent permit. Available Jerome County taxlot information shows that the powerhouse appears to be located on land which straddles the line between two taxlots. One taxlot is owned by the Hazelton/Wilson Joint Venture. The other is owned by North Side Canal Company. I requested and received confirmation of an existing right-of-way. On September 17, 2015, staff from the BLM's Shoshone Field Office confirmed that the POU is not on public land and that the only patent in the area is to the North Side Canal Co.

Water Use

The Proof-of-Beneficial-Use statement was submitted on 8/31/1993. Idaho Power Company identifies the Wilson Lake project as #31715141. The 1993 Second Quarter Report, submitted by Idaho Power Company and available from the IPUC, confirms that Wilson Lake project was online and generating within the development period. Unfortunately those quarterly reports show only monthly average kW and were discontinued in 1993.

I requested and received additional information from Ida-West Energy, the operator of the powerhouse. The additional data confirm that beneficial use occurred during the development period of the permit. It also shows that the rate of water beneficially used was greater than the Proof statement, greater than the permit authorization and greater than I had witnessed during my site visit.

An additional permit for 330 cfs is needed or the project should be expected to spill flows above 3000 cfs.

Operation strategy

No storage use is authorized by this permit. Although the power canal replaced a portion of the south abutment of the Wilson Lake Dam, the Wilson Lake Dam and Reservoir is owned by NSCC and is not considered part of the Wilson Lake hydropower project. I have attached some additional photos excerpted from IDWR's Safety of Dams photo gallery which illustrate the relationship of the dam to the powerhouse.

The end wall and wing walls of the power canal are greater than 10 feet high, but the Wilson Lake project is entirely contained within the confines of the canal easement. As a consequence it is not in the jurisdiction of IDWR's Dam Safety. However, Dam Safety has issued storage authorizations for the Wilson Lake Dam. The most recent authorization was issued November 27, 2013 and will expire December 31, 2017. The reservoir is authorized to store 4600 ac-ft which is less than one days worth of water for the Wilson Lake hydropower project.

I did not confirm a water right for storage which matched the storage authorization. The Dam Safety files refer to water right 1-2027C, but that right does not exist. Instead, five water rights for irrigation use (1-5, 1-16, 1-210, 1-212 and 1-213) were decreed by the SRBA court to the North Side Canal Co Ltd, on February 29, 2012. (See the attached table of NSCC's water rights.) This power generation piggy-backs upon the irrigation water diversions and deliveries which are authorized by those five decrees. The flow rate decreed for those water rights total 4132.00 cfs and is more than sufficient to cover the rate for this power use.

The Wilson Lake hydropower project is operated in run-of-river mode and in close coordination with an upstream sister project, the Hazelton B hydropower project. The Wilson Lake Reservoir is a reregulation reservoir between the two hydropower projects. (A reregulating reservoir is defined as a reservoir which is operated to absorb fluctuations and to release flow in a more controlled manner.) A copy of the operation plan for the Wilson Lake Dam and Reservoir is attached.

Rate

I am recommending 3000 cfs for this license which is rate limit of the permit. This recommendation is based on daily average flow rate records from the development period. The maximum flow occurred on July 16, 1993. See the additional information submitted via email by Tom Wicher of Ida-West. I have labeled the tables and graphs "Wilson Lake Data for 1-7010D".

Volume

The Wilson Lake project receives and uses the water that comes to it via releases for other purposes. The rate and volume of water diverted from Milner reservoir is not under the control of the power plant operators. The water contained in the North Side canal system is managed primarily for the benefit of irrigation and not necessarily for the benefit of hydroelectric power generation. Power production is an additional, incidental use of the water which is delivered for irrigation use.

This project is similar to three hydropower projects on the Boise Project Board of Control's system. IDWR issued licenses 63-9206, 63-33329 and 63-33599 without volumes to those projects and I believe that a volume would not be required for hydropower licenses on the North Side Canal system. However, I have not argued the point for this project and the data for determining a volume is available and credible. Therefore, I am recommending a volume of 817,300 ac-ft for this license. See the additional information submitted via email by Tom Wicher of Ida-West. I have labeled the tables and graphs "Wilson Lake Data for 1-7010D".

SOU

Permit 1-7010 authorized a year-round season-of-use. However, generation records indicate that the project confined power production to the irrigation season-of-use. The current irrigation season for the area is 3/15-11/15. Therefore, I am recommending that the license be issued with 3/15-11/15 as the season-of-use.

The powerplant operators would like to take advantage of any off-season water flowing in the canal. In recent years, some canal systems have been utilized to convey water to aquifer recharge sites. If water sufficient to generate power at this site can be made available in the off-season, then an additional permit will be needed.

Point-of-Discharge

The intakes of the turbine penstocks divert water from a power channel which bypasses the section of the North Side Canal Company's main canal immediately below Wilson Lake Dam. The turbines discharge into a short tailrace which channels the flow back into the main canal. Any water discharged from the project and not used by downstream irrigators is eventually returned to the Snake River.

Conditions

Subordination and director's review conditions were added when an amendment of the permit was approved on July 29, 1985.

Condition 4 on the amended permit is the director's review condition. That condition expected that this project would be granted a FERC license. However, FERC issued an order granting an Exemption from Licensing (Conduit). The Exemption was issued to the North Side Canal Company for this project on April 22, 1988. The project is known to FERC as the Wilson Lake Project, docket or project #10454. A FERC exemption is issued in perpetuity so the project is not subject to FERC license renewal timelines.

The project is self-certified with FERC as a qualifying facility for the purposes of selling the power that is generated. IPUC has approved a Firm Energy Sales Agreement (FESA) between Wilson Lake Hydro and Idaho Power Company. A copy of the IPUC Order 23570 on Case IPC-E-90-21 and the FESA are attached. The agreement has a 35-year term and is set to expire on December 21, 2026. I assumed that the FESA was assigned to Hazen-Wilson Joint Venture. The expiration date of the agreement will be the review date for this water right.

Condition c on the parent permit required that "a measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works." A gauging station is located down-canal of the Twin Falls North Side Canal diversion from the Snake River at Milner. It is a USBR Hydromet station providing real-time data under the identifier TCNI.

I have added a condition to recognize that two different hydropower projects have been developed under the original permit and that those two projects are limited to the original permitted rate.

Have conditions of permit approval been met? ☒ Yes ☐ No

H. RECOMMENDATIONS**1. Recommended Amounts**

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
POWER	3/15 to 11/15	3,000.00 CFS	817,300.00 AF
<u>Totals:</u>		3,000.00 CFS	817,300.00 AF

2. Recommended Amendments

☐ Change P.D. as reflected above ☒ Add P.D. as reflected above ☐ None

☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

I. AUTHENTICATION

Field Examiner's Name  Date 10/7/2015

Reviewer _____ Date _____

WR# 1-7010D
photo taken 7/15/2015
camera calendar is incorrect

**WILSON LAKE
HYDROELECTRIC PROJECT**

OWNER:
**HAZELTON / WILSON
JOINT VENTURE**

EMERGENCY
PHONE NUMBERS:
**(208) 829-5372
(208) 438-2901
(208) 395-8930**

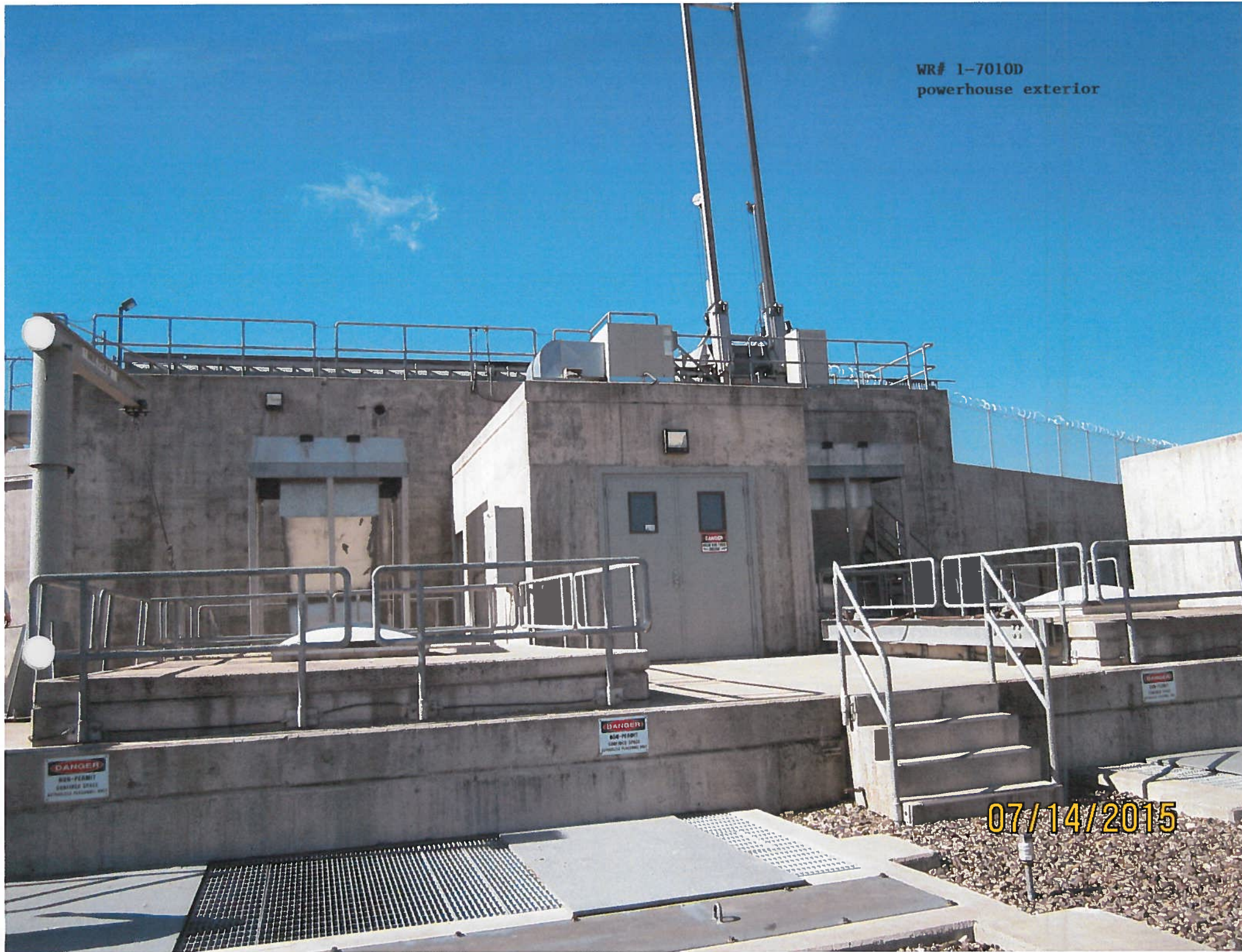
07/14/2015

WR# 1-7010D

looking upstream at the wing wall from the parking area
the headwater pool is hidden by the wall

07/14/2015

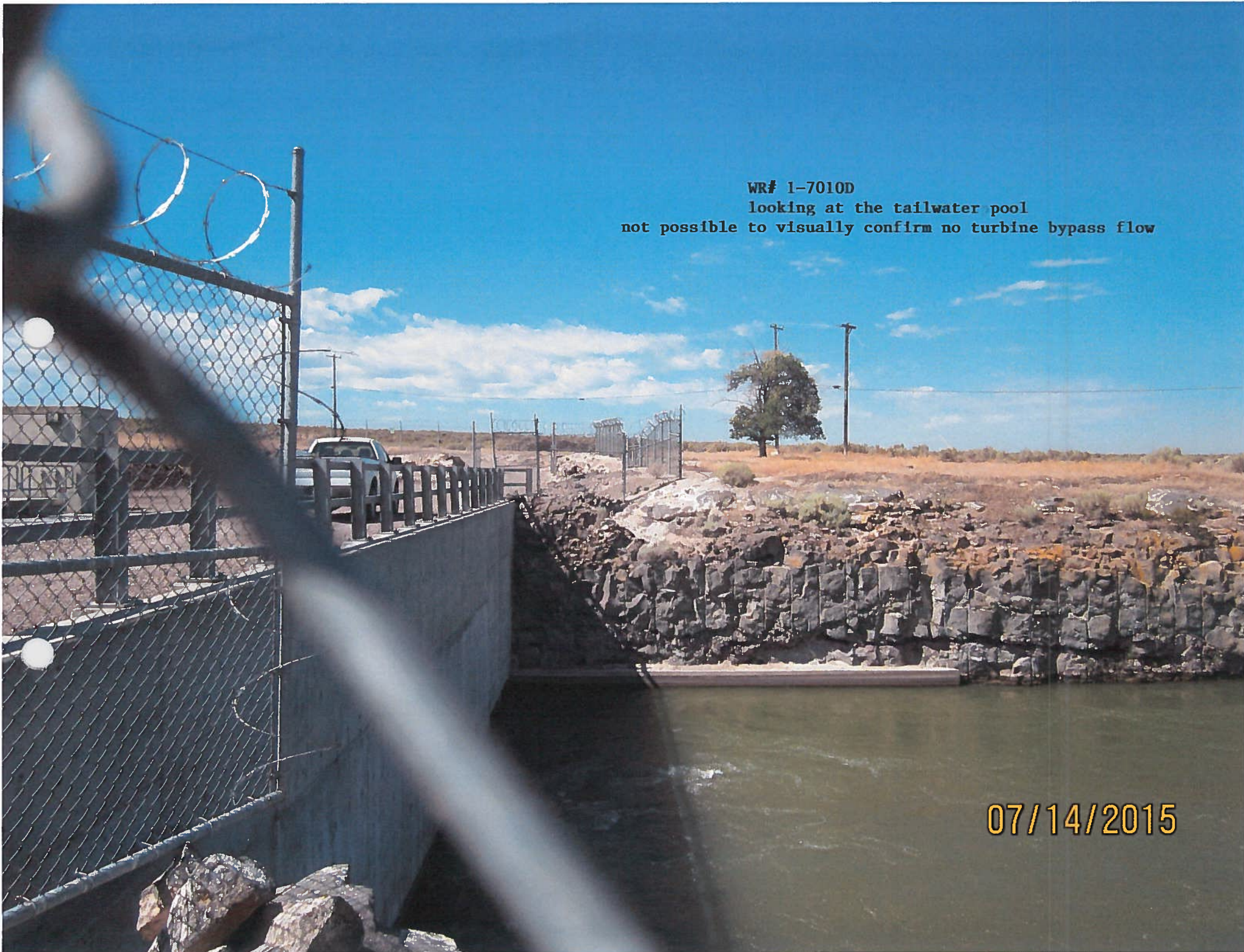
WR# 1-7010D
powerhouse exterior



07/14/2015

WR# 1-7010D
looking at the tailwater pool
not possible to visually confirm no turbine bypass flow

07/14/2015



WR# 1-7010D
standing atop the wing wall looking upstream

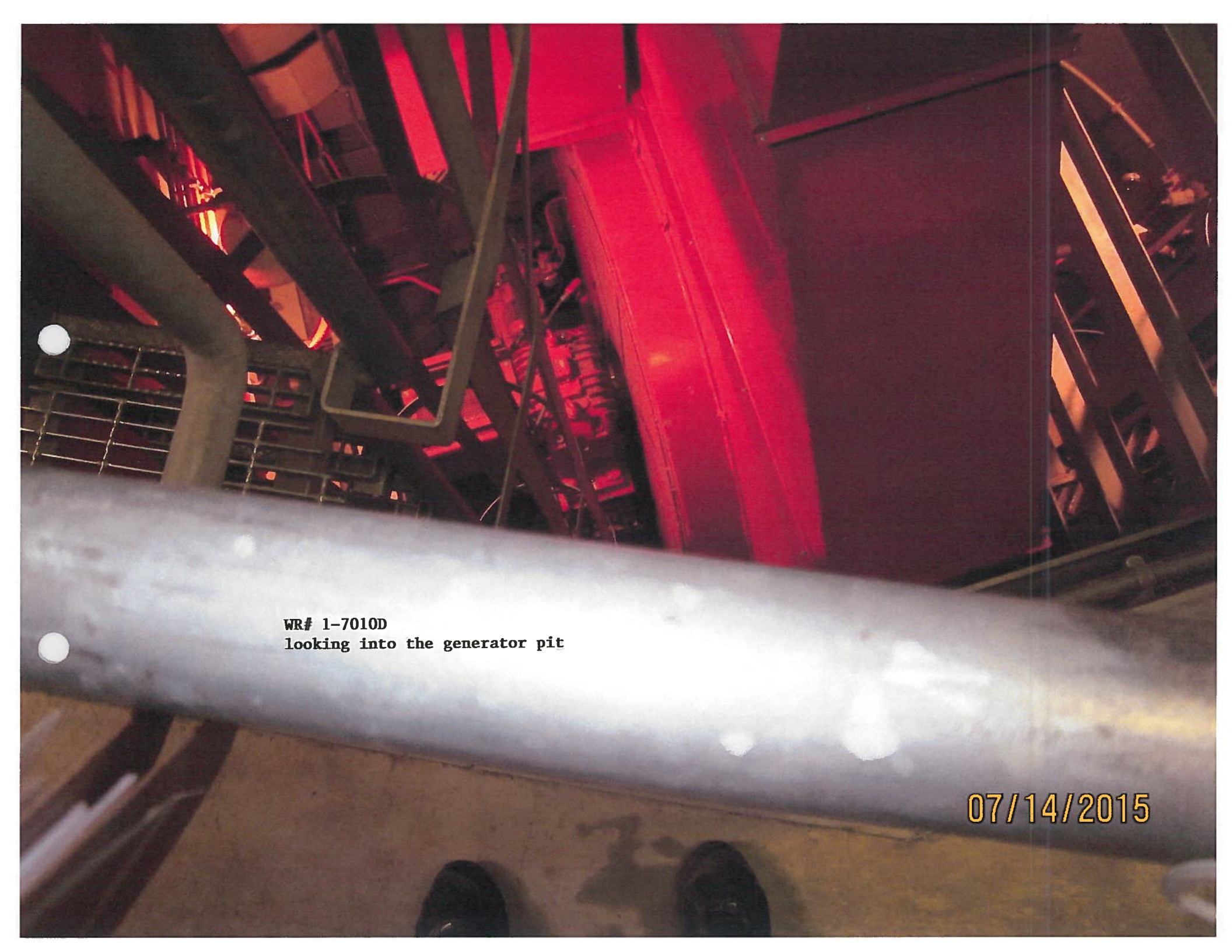
07/14/2015



WR# 1-7010D
looking from the wing wall toward the dam

Wilson Lake Dam

07/14/2015



WR# 1-7010D
looking into the generator pit

07/14/2015



THE **IDEAL ELECTRIC**
AND MANUFACTURING COMPANY
MANSFIELD, OHIO, U.S.A.

DATE 01-93 **AC GENERATOR**

MFG SER NO 911016-02 TYPE SA FRAME 1410-31

KW 4200 KVA 4667 RPM 200

VOLTS 4160 PH 3 WIRE 6 CY 60

AMPS 648 PF 92.5 TEMP RISE °C 80

FIELD VOLTS 250 FIELD AMPS 168 OVERLOAD

CLASS INC F ENCLOSURE 40

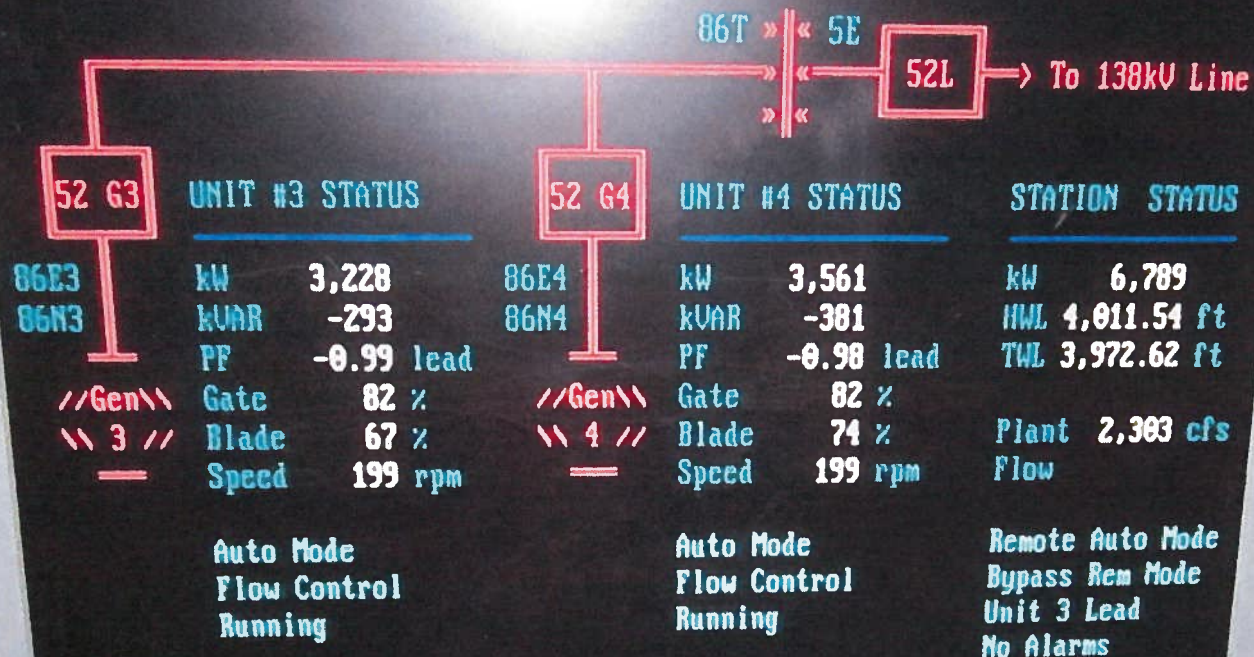
CONT

WT LBS

WR# 1-7010D
generator nameplate
photo provided by C. White(FERC)
taken 7/15/2015

* * WILSON LAKE ELECTRIC PROJECT * *

SCREEN

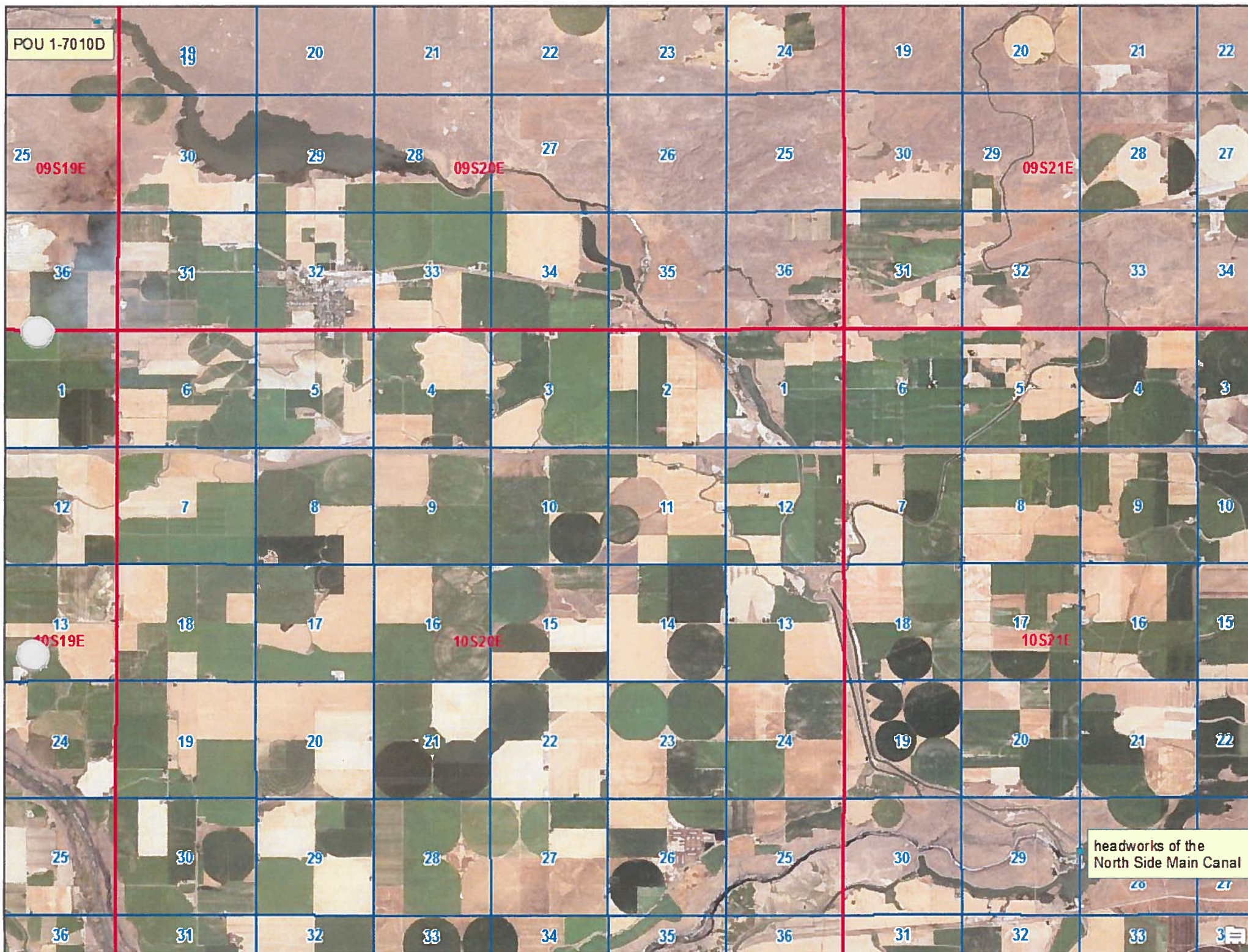


[F1=Master] [F2=Alarms] [F3=Events] [F4=RTD]
[F5=Unit Control] [F6=Station Control] [F7=PLC]

[1=U3] [2=U4] [3=Sta]
[Esc=Exit]

11:16 07/15/15

07/14/2015



North Side Canal Company Water Rights															
Basin	Sequence	Suffix	Version	NProcess	Basis	Status	Priority Date	Diversion Rate	Source List	Water Use List	Current On	Total Acres	Acre Limit	Volume	Water District
1	5				Water Right	Decreed	Active	12/23/1915	300.00	SNAKE RIVER	IRRIGATION	NORTH SIDE CANAL CO LTD			01 - Upper Snake River
1	16				Water Right	Decreed	Active	8/6/1920	832.00	SNAKE RIVER	IRRIGATION	NORTH SIDE CANAL CO LTD			01 - Upper Snake River
1	210				Water Right	Decreed	Active	10/11/1900	400.00	SNAKE RIVER	IRRIGATION	NORTH SIDE CANAL CO LTD	31,843.0		01 - Upper Snake River
1	212				Water Right	Decreed	Active	10/7/1905	2,250.00	SNAKE RIVER	IRRIGATION	NORTH SIDE CANAL CO LTD	120,000.0		01 - Upper Snake River
1	213				Water Right	Decreed	Active	6/16/1908	350.00	SNAKE RIVER	IRRIGATION	NORTH SIDE CANAL CO LTD			01 - Upper Snake River
1	10488				Water Right	Decreed	Active	3/17/1987	*82.66	SNAKE RIVER	IRRIGATION	NORTH SIDE CANAL CO LTD	4,133.0		
1	10509				Water Right	Decreed	Active	3/1/1905		SNAKE RIVER	IRRIGATION FROM STORAGE	NORTH SIDE CANAL CO LTD; TWIN FALLS	24,400.0		01 - Upper Snake River
								4,132.00	TOTAL cfs						
created for 1-7010D by Michele Edl															
*1-10488 was decreed with a combined rate limit of 4132 cfs when used with the earlier rights.															

Edl, Michele

From: Prestwich, Kasey [kprestwich@blm.gov]
Sent: Thursday, September 17, 2015 1:26 PM
To: Edl, Michele
Subject: Re: easemt for powerhouse?

Hi Michele,

I looked into your question and the area that you described with the hydro facility is not currently public land. This parcel was patented to the North Side Canal Company around 1987. Let me know if I you need any additional information.

Thanks,

Kasey C. Prestwich
Realty Specialist
Shoshone Field Office
208.732.7204
kprestwich@blm.gov

On Wed, Sep 16, 2015 at 10:24 AM, Edl, Michele <Michele.Edl@idwr.idaho.gov> wrote:

Kasey Preswich,

You provided me similar information in the past so I am asking again.

I am reviewing the contents of an old water right file for a hydropower facility that has been built adjacent to the North Side Main Canal. I am not seeing all the documents that I had hoped to see. I am assuming that there is a ROW or easement for the North Side Canal. **Is there a separate easement/ROW for the Wilson Lake hydroelectric plant which is located in the SENE of section 24, Twp 9S, Rge 19E? If so does it have an expiration date?**

Michele Edl

208-287-4946

State Office

IDWR

Edl, Michele

From: Tom Wicher [TWicher@ida-west.com]
Sent: Monday, September 14, 2015 5:58 PM
To: Edl, Michele
Subject: RE: Permit 1-7010D follow-up request
Attachments: WL - E2102 - Powerhouse Grounding Plans & Section.pdf

Michele

Ownership: Hazelton/Wilson Joint Venture; comprise of Hazelton Power Company, a wholly owned subsidiary of Ida-West Energy Company (50%) and H.W. Hydro Partnership, a limited partnership (50%). The Hazelton/Wilson Joint Venture was formed in March 1993 and is the owner of the Wilson Lake Hydroelectric plant and the Hazelton B Hydroelectric plant.

Operation: Ida-West Operating Services, a subsidiary of Ida-West Energy Company is contracted by the Hazelton/Wilson Joint Venture to operate the two plants

Drawing: See attached drawing

Flow Rate: The flow rate was taken from the operators daily report which they get from the plant SCADA. The flow rate is turbine discharge and is a calculation based on runner blade and wicket gate position, and net head. Bypass flow is zero while the turbines are operating.

thanks Tom

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Monday, September 14, 2015 2:06 PM
To: Tom Wicher <TWicher@ida-west.com>
Subject: Permit 1-7010D follow-up request

Mr. Wicher,

Thank you for responding so quickly to my previous request. I am sorry it has taken longer than I expected to get back to the report of my findings on water right 1-7010D (power use at the Wilson Lake hydroelectric project.)

I need to clarify some points before completing my recommendations for the license.

Ownership

I have queried the IPUC and found that the current Firm Energy Sales Agreement (F.E.S.A.) appears to be between Idaho Power Company and Wilson Lake Hydro, not Hazelton/Wilson Joint Venture. When I queried the Idaho Secretary of State's website, <http://www.accessidaho.org/public/sos/corp/search.html>, I found two entries for Hazelton/Wilson Joint Venture, D21488 or D72574. Both of them seem to have the same documents in the IDSOS backfile and those documents reference Hazelton Power. Neither reference Wilson Power or Wilson Lake Hydro. This may be just an error on the IDSOS site. But I will be setting the date of the director's review condition to coincide with the expiration date of the FESA. So please confirm that the 1991 Idaho Power Company and Wilson Lake Hydro FESA is still applicable. I understand that Ida-West developed and constructed the Wilson Lake Project and that North Side Canal Company controls the water, the dam and the conveyance structures. Is Ida-West the owner-operator of the powerhouse? Or is it operated by Hazelton/Wilson Joint Venture?

Place of use drawings

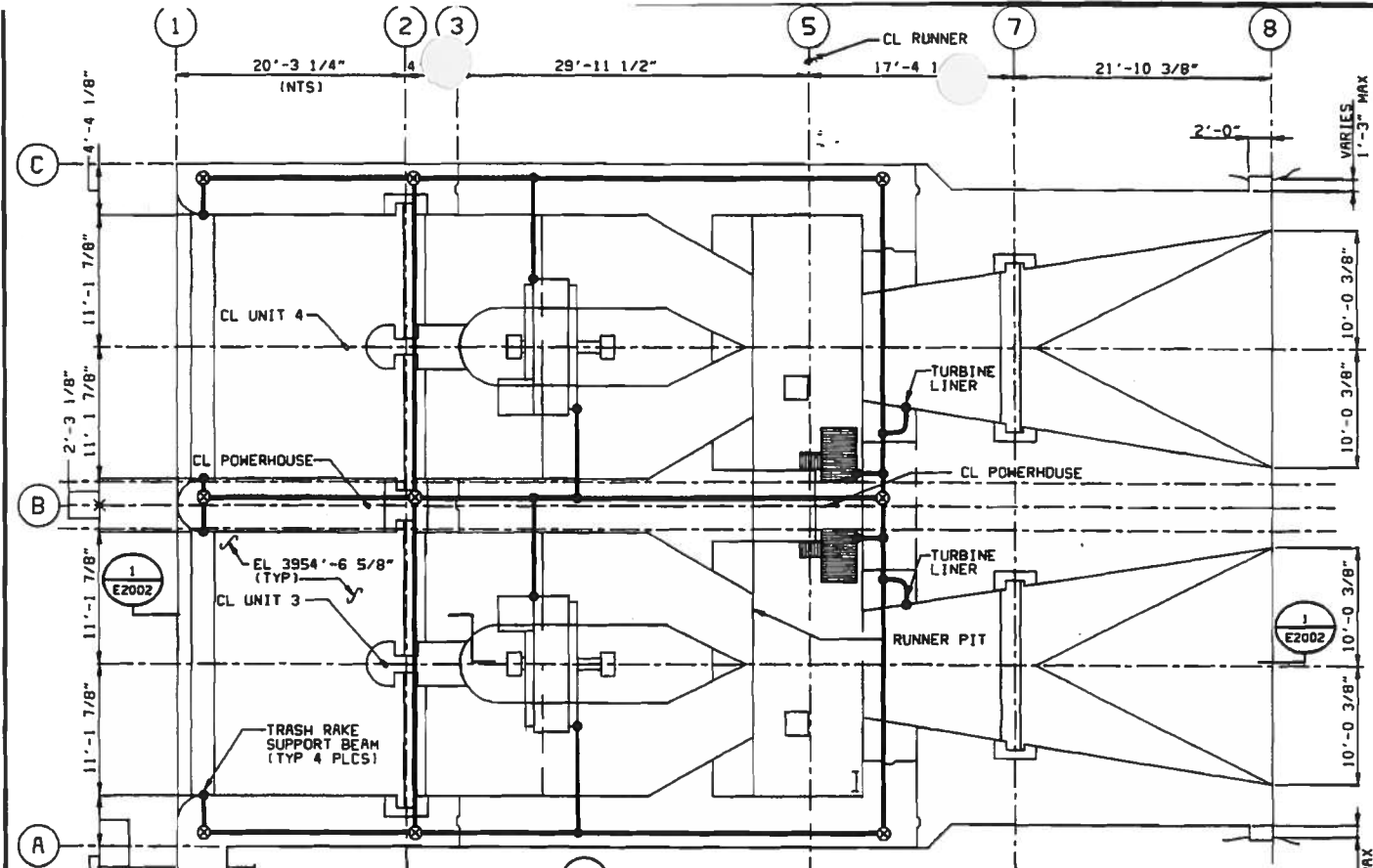
Thanks to IDWR's dam safety library, we have access to some of Black & Veatch's engineering drawings of the project site. But that library doesn't have copies of drawings that would be the most useful for the water right file. Could you provide plan and an elevation drawings of the powerhouse for the water right file?

Flow rate

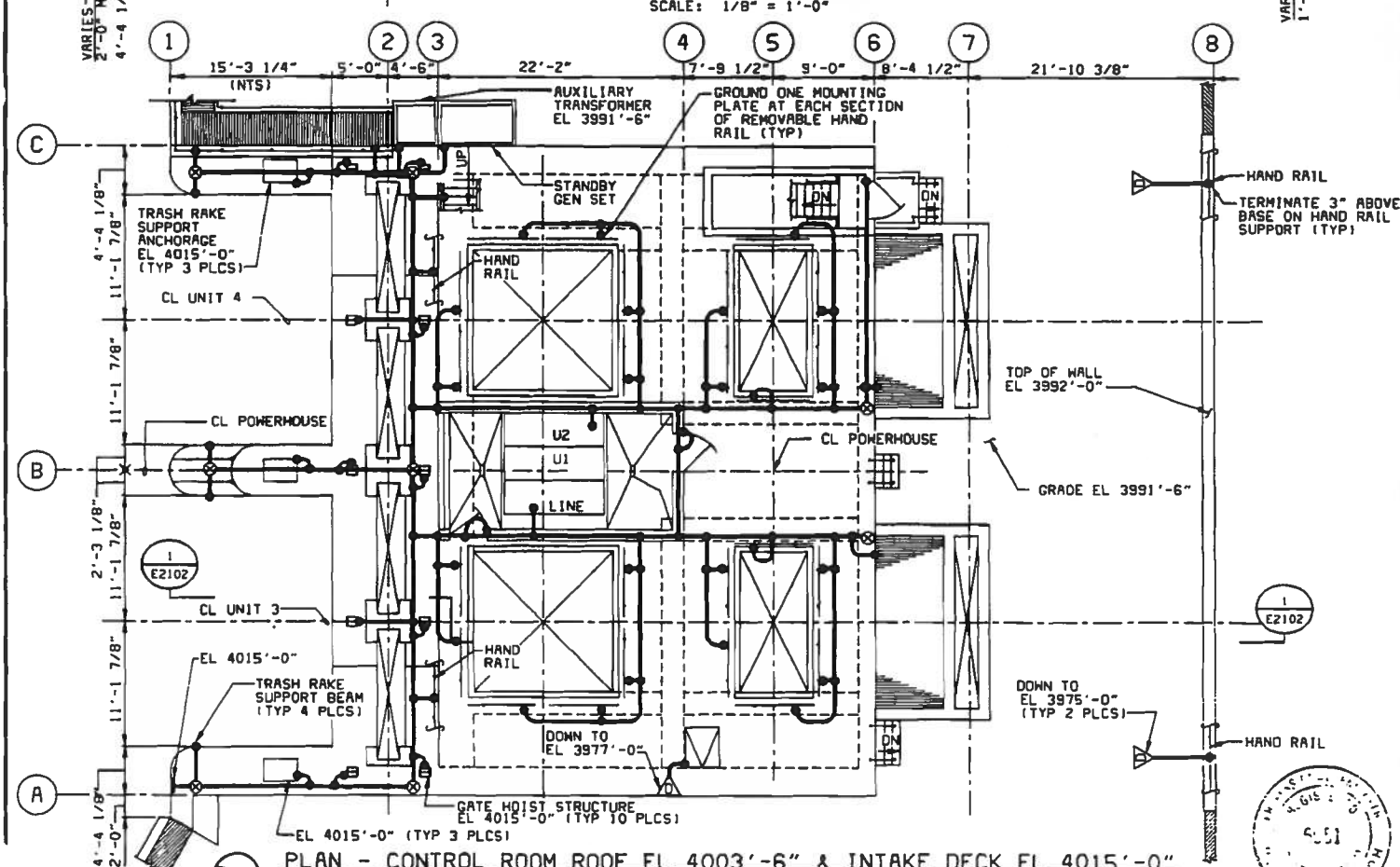
The flow and volume information that you provided on July 30, 2015 will be the basis for the license. Please clarify the data. Is it a queried from the SCADA system? Does it represent turbine discharge or a stage discharge calculation? Has any bypass flow been included?

I hope to finish processing this license before the water rights' section priorities change again at the end of the month. Thank you for your continued patience.

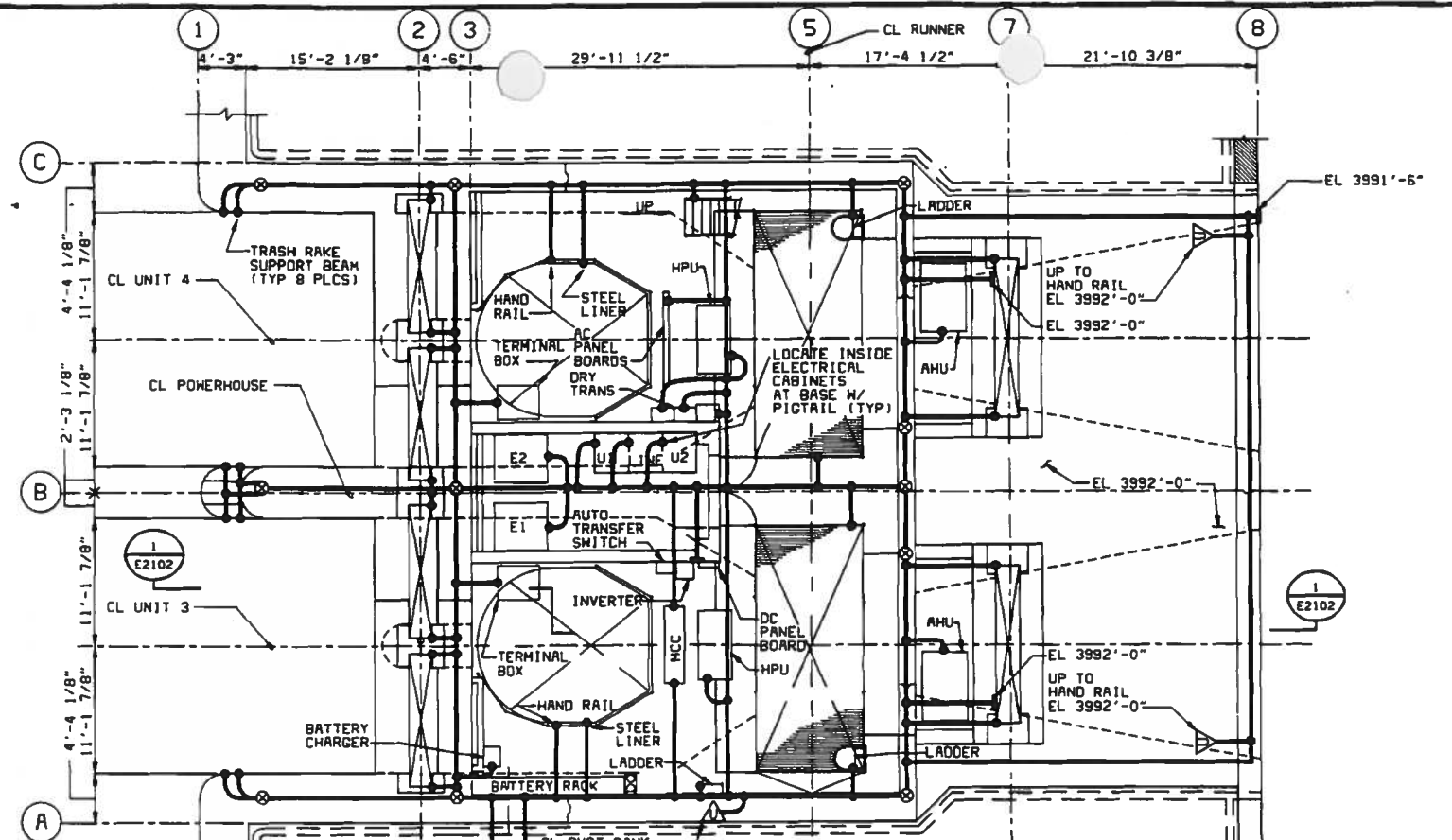
Michele Edl
287-4946



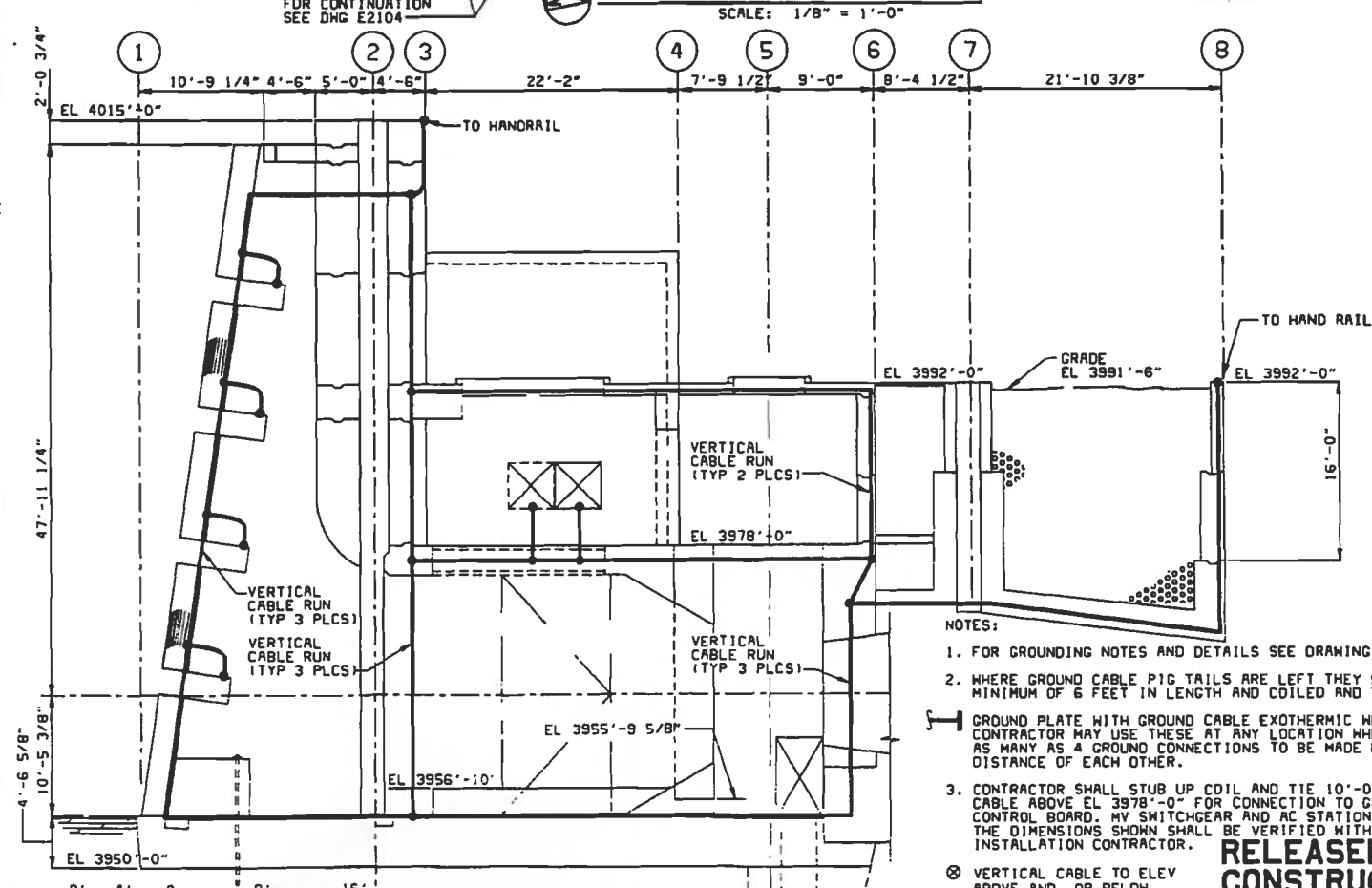
PLAN - FOUNDATION SLAB
SCALE: 1/8" = 1'-0"



PLAN - CONTROL ROOM ROOF EL 4003'-6" & INTAKE DECK EL 4015'-0"
SCALE: 1/8" = 1'-0"



PLAN - CONTROL ROOM FLOOR
SCALE: 1/8" = 1'-0"



LONGITUDINAL SECTION 1
SCALE: 1/8" = 1'-0"

- NOTES:
- FOR GROUNDING NOTES AND DETAILS SEE DRAWING E2107.
 - WHERE GROUND CABLE PIG TAILS ARE LEFT THEY SHALL BE A MINIMUM OF 6 FEET IN LENGTH AND COILED AND TIED.
 - GROUND PLATE WITH GROUND CABLE EXOTHERMIC WELDED TO IT. CONTRACTOR MAY USE THESE AT ANY LOCATION WHERE THERE IS AS MANY AS 4 GROUND CONNECTIONS TO BE MADE WITHIN A SHORT DISTANCE OF EACH OTHER.
 - CONTRACTOR SHALL STUB UP COIL AND TIE 10'-0" OF GROUND CABLE ABOVE EL 3978'-0" FOR CONNECTION TO GROUND BU IN CONTROL BOARD. MV SWITCHGEAR AND AC STATION SERVICE MCC. THE DIMENSIONS SHOWN SHALL BE VERIFIED WITH EQUIPMENT INSTALLATION CONTRACTOR.
 - VERTICAL CABLE TO ELEV ABOVE AND, OR BELOW

RELEASED FOR CONSTRUCTION
SIGNED: *James A. Linn* 7-31-91
DATE

04990PLATT 07/30/91 13:18	07-31-91 RELEASED FOR CONSTRUCTION	07-31-91 RELEASED FOR CONSTRUCTION	07-31-91 RELEASED FOR CONSTRUCTION	07-31-91 RELEASED FOR CONSTRUCTION	07-31-91 RELEASED FOR CONSTRUCTION	07-31-91 RELEASED FOR CONSTRUCTION
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Edl, Michele

From: Tom Wicher [TWicher@ida-west.com]
Sent: Wednesday, September 09, 2015 11:01 AM
To: Edl, Michele
Subject: RE: address for 1-7010D

Hi Michele,

The current address is:

Hazelton/Wilson Joint Venture
PO Box 7867
Boise, Id 83707

Thanks Tom

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Wednesday, September 09, 2015 10:32 AM
To: Tom Wicher <TWicher@ida-west.com>
Subject: address for 1-7010D

Mr. Wicher,

I am completing the Beneficial Use Field Report for the Wilson Lake water right (1-7010D). I failed to confirm the current mailing address during my visit this summer.

The address-of-record for this water right in IDWR's database is:

Hazelton/Wilson Joint Venture
3380 Americana Terrace, Ste 300
Boise ID 83706-2544

Please confirm that this is still correct.
Michele Edl



IDAHO SECRETARY OF STATE Viewing Business Entity

Lawrence Denney, Secretary of State

[[New Search](#)] [[Back to Summary](#)]
[[Monitor HAZELTON/WILSON JOINT VENTURE business filings](#)]

HAZELTON/WILSON JOINT VENTURE

POB 7867
BOISE, ID 83707

Type of Business: ASSUMED BUSINESS NAME

Status: CURRENT

State of Origin: IDAHO

Date of 30 Dec 1998

Origination/Authorization:

File Number: D21488

Original Filing:

Filed 30 Dec 1998 ORIGINAL
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Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov



IDAHO SECRETARY OF STATE Viewing Business Entity

Lawrence Denney, Secretary of State

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[[Monitor H. W. HYDRO PARTNERSHIP, A LIMITED PARTNERSHIP business filings](#)]

H. W. HYDRO PARTNERSHIP, A LIMITED PARTNERSHIP

842 E WINDING CREEK DRIVE
EAGLE, ID 83616

Type of Business: LIMITED PARTNERSHIP

Status: ADMIN TERMINATED 08 Feb 2011

State of Origin: IDAHO

Date of 10 Nov 1992

Origination/Authorization:

Current Registered Agent: LORI BARNES GIRDNER
5983 W STATE ST UNIT D
BOISE, ID 83703

File Number: L2077

Date of Last Annual Report: 10 Sep 2009

Original Filing:

Filed 10 Nov 1992 CERTIFICATE
OF LP

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Amendments:

Amendment Filed 19 Jan 2000 AMENDED &
RESTATED

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Amendment Filed 09 Sep 2004 AMENDMENT

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Amendment Filed 30 Mar 2006 AMENDMENT

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Annual Reports:

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Report for year 2010 UNDELIVERABLE

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Report for year 2009 ANNUAL REPORT

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Report for year 2008 ANNUAL REPORT

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Report for year 2007 ANNUAL REPORT

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Report for year 2007 CHANGE
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Report for year 2006 ANNUAL REPORT

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No. C 90176	Due no later than Aug 31, 2015 Annual Report Form		2. Registered Agent and Address (NO PO BOX)
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. IDA-WEST ENERGY COMPANY THOMAS D WICHER PO BOX 7867 BOISE ID 83707		THOMAS WICHER IDA-WEST ENERGY CO. 205 N. 10TH ST., SUITE 510 BOISE ID 83702
			3. <u>New</u> Registered Agent Signature:*
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).			
Office Held	Name	Street or PO Address	City State Country Postal Code
DIRECTOR	STEVE R KEEN	PO BOX 7867	BOISE ID USA 83707
DIRECTOR	LORI D SMITH	PO BOX 7867	BOISE ID USA 83707
SECRETARY	PATRICH A HARRINGTON	PO BOX 7867	BOISE ID USA 83707
PRESIDENT	THOMAS D WICHER	PO BOX 7867	BOISE ID USA 83707
DIRECTOR	LISA A GROW	PO BOX 7867	BOISE ID USA 83707
5. Organized Under the Laws of: ID C 90176		6. Annual Report must be signed.* Signature: Thomas D Wicher Name (type or print): Thomas D Wicher Date: 06/22/2015 Title: President	
Processed 06/22/2015		* Electronically provided signatures are accepted as original signatures.	

No. C 95206	Due no later than May 31, 2015 Annual Report Form		2. Registered Agent and Address (NO PO BOX)
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. IDA-WEST OPERATING SERVICES, INC. THOMAS D WICHER PO BOX 7867 BOISE ID 83707 USA		THOMAS D WICHER 205 N 10TH ST, SUITE 510 BOISE 83702
			3. <u>New</u> Registered Agent Signature:*
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).			
Office Held	Name	Street or PO Address	City State Country Postal Code
SECRETARY	PATRICK A HARRINGTON	PO BOX 7867	BOISE ID USA 83707
PRESIDENT	THOMAS D WICHER	PO BOX 7867	BOISE ID USA 83707
DIRECTOR	THOMAS D WICHER	PO BOX 7867	BOISE ID USA 83707
DIRECTOR	PATRICK A HARRINGTON	PO BOX 7867	BOISE ID USA 83707
5. Organized Under the Laws of: ID C 95206		6. Annual Report must be signed.* Signature: Thomas D Wicher Name (type or print): Thomas D Wicher Date: 03/23/2015 Title: President	
Processed 03/23/2015		* Electronically provided signatures are accepted as original signatures.	

Edl, Michele

From: Christopher White [Christopher.White@ferc.gov]
Sent: Monday, July 20, 2015 9:24 AM
To: Edl, Michele
Subject: RE: photos of nameplates Hazelton B & Wilson Lake
Attachments: Hazelton B Nameplate.JPG; Wilson Nameplate.JPG

Hi Michele,

It was nice to meet you last week.

Here are the photos I have for the turbine nameplates. I have a lot of other photos. If there's anything else you need, feel free to call or email.

Thanks,

Chris

Chris White, P.E.
Civil Engineer
FERC – Office of Energy Projects
Division of Dam Safety and Inspections - Portland Regional Office
805 SW Broadway, Suite 550
Portland, OR 97205
Office 503-552-2727
Cell 503-502-3642
Email Christopher.White@ferc.gov

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Friday, July 17, 2015 12:42 PM
To: Christopher White
Subject: photos of nameplates Hazelton B & Wilson Lake

Chris,

I assume that if you are reading this, then you have arrived safe and sound back at your home base.

Please consider this message as my request for photos of the turbine nameplates of the turbines installed at the Hazelton B project (P10346) and the Wilson Lake project (P10454). When it's convenient for you, please send copies of them to this email address.

Thanks

Michele

1-7010D



THE **IDEAL ELECTRIC**

AND MANUFACTURING COMPANY
MANSFIELD, OHIO, U.S.A.

DATE

01-93

AC GENERATOR

MFG. SER. NO.

911016-02

TYPE

SA

FRAME

M10-31

PM

4200

KVA

4661

RPM

200

VOLTS

4160

PH

3

WIRE

6

CY

60

AMPS

648

PF

9

TEMP
RISE °C

80

FIELD VOLTS

250

FIELD AMPS
RATED PF

168

OVERLOAD

COILS

1

ENCLOSURE

AMB
TEMP

40

CONT

WT. LBS

IDEAL ELECTRIC
COMPANY

MANUFACTURERS OF ALTERNATING
AND DIRECT CURRENT
POWER APPARATUS

Mansfield, Ohio, U.S.A.

Edl, Michele

From: Tom Wicher [TWicher@ida-west.com]
Sent: Thursday, July 30, 2015 11:51 AM
To: Edl, Michele
Subject: RE: Permit 1-7010D additional information request
Attachments: Wilson Lake Date for Water Resources.xlsx

Michele,

Attached is the water data for Wilson Lake Hydroelectric plant. I included data for 1993 and 1994. 1993 was a partial year since the plant began operation on May 18, 1993. For max flow the plant used 3,330 cfs on 7/16/1993. In 1994 (full year) I calculate the Wilson Lake plant used 817,311 acre - ft.

Let me know if you have any questions. thanks Tom

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Monday, July 27, 2015 5:52 PM
To: Tom Wicher <TWicher@ida-west.com>
Subject: Permit 1-7010D additional information request

Mr. Wicher

As you know, I recently visited the Wilson Lake Project and confirmed beneficial use of water in connection with Permit 01-7010D. I have begun the Beneficial Use Field Report and have confirmed that I have some generation data from the first half of 1993. When combined with the information collected during my field visit, the data limits the license rate and volume to amounts which are likely less than the project's maximums. The license rate would be approximately 2300 cfs and the license volume would be approximately 200,600 AFA.

From our discussions during the field visit, I understood that you had access to additional historical data and would be willing to provide it to me. Therefore, please consider this message as my request for additional information.

Ideally, I need data from the development period of this permit which ended when the Proof of Beneficial Use statement was received on August 31, 1993. If it's available, I would welcome information which supports both a higher rate and a higher volume than the estimates I've given in the first paragraph above. I have accessed broad-brush, 1993, daily average streamflow data from the USGS streamflow and the USBR Hydromet websites. But I have less than one year of generation data to use in a comparison. I cannot confirm that that water was put to beneficial hydropower use without some verification that electricity was generated by its diversion. Therefore, please provide the daily average generation records from the Wilson Lake Project for 1993 or provide some other pairing of streamflow and generation data which confirms flow rate or volume of water beneficially used. For example, you mentioned that you may have access to turbine commissioning or index test data which I expect to be in smaller time-steps and yet would show the peak turbine discharge and the simultaneous kW generated.

Although this water right has languished as a permit for a long time, I would like to keep my review process and the licensing effort moving forward. So it would be great if you could provide me the necessary data as soon as possible. If I don't hear from you before August 7, 2015, I will generate a formal information request and initiate the formal 30-day timeline.

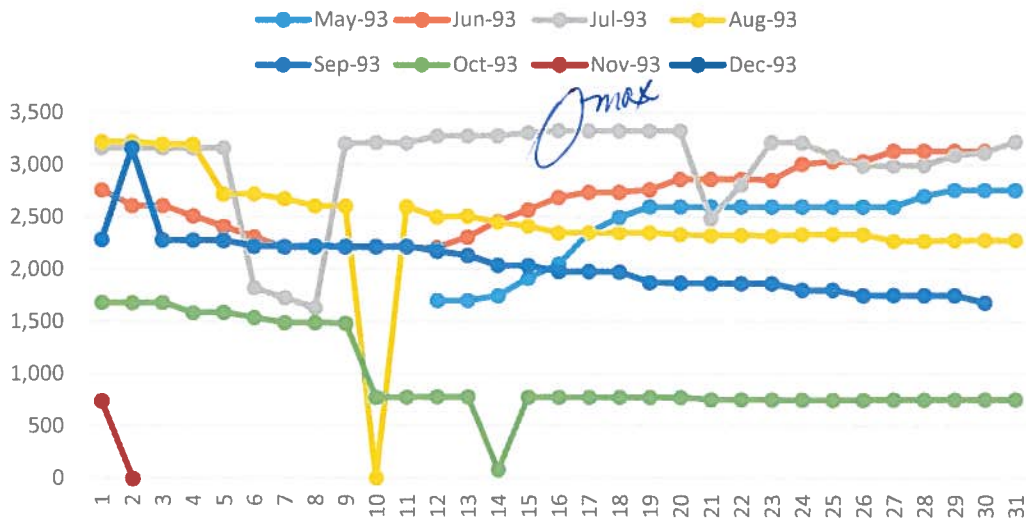
Don't hesitate to contact me with questions.

Sincerely,

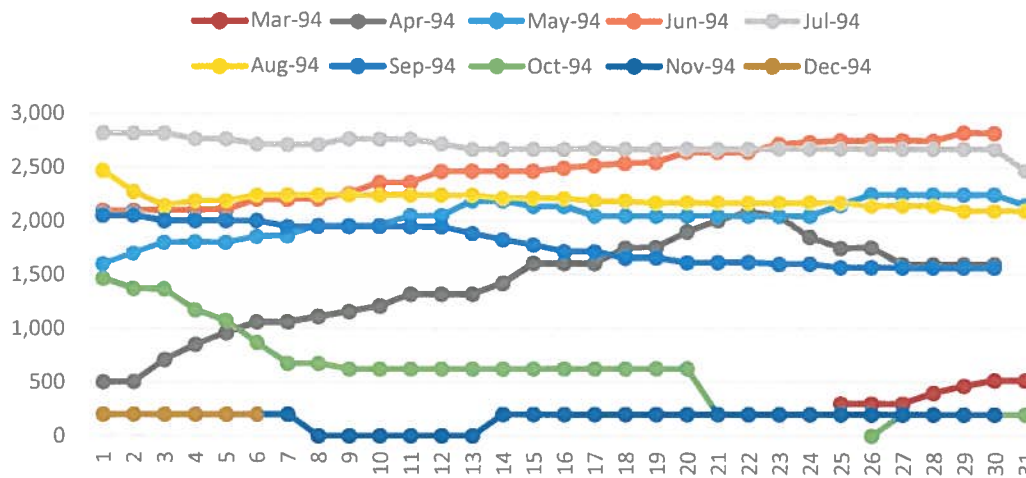
Michele Edl
208-287-4946

Wilson Lake Data for 1-7010D

1993



1994



	May-93				Jun-93				Jul-93				Aug-93				Sep-93				Oct-93				Nov-93				Dec-93			
	CFS	kW	kWh		CFS	kW	kWh		CFS	kW	kWh		CFS	kW	kWh		CFS	kW	kWh		CFS	kW	kWh		CFS	kW	kWh		CFS	kW	kWh	
1			0		2,760	7,190	156,800		3,162	7,720	184,800		3,224	7,400	179,200		2,283	6,570	156,800		1,681	5,070	121,680		737	2,160	56,000				0	
2			0		2,610	7,280	168,000		3,162	7,700	184,800		3,224	7,440	173,600		3,161		106,400		1,679	5,070	121,680		0	0	22,400				0	
3			0		2,610	6,830	162,400		3,162	7,690	179,200		3,201	7,420	179,200		2,280	6,650	106,400		1,680	5,050	121,200								0	
4			0		2,510	6,710	162,400		3,162	7,700	184,800		3,198	7,370	173,600		2,279	6,640	156,800		1,582	4,760	114,240								0	
5			0		2,410	6,400	151,200		3,163	7,740	184,800		2,721	7,330	173,600		2,275	6,620	162,400		1,586	4,740	113,760								0	
6			0		2,310	6,090	156,800		1,821	4,433	106,400	est flow	2,722	7,330	179,200		2,220	6,570	156,800		1,537	4,640	111,360								0	
7			0		2,210	5,780	140,000		1,726	4,200	100,800	est flow	2,676	3,890	162,400		2,217	6,580	156,800		1,488	4,460	107,040								0	
8			0		2,210	5,760	140,000		1,630	3,966	95,200	est flow	2,607	7,220	145,600		2,223	6,610	156,800		1,487	4,460	107,040								0	
9			0		2,210	3,740	134,400		3,206	7,630	151,200		2,606	7,110	173,000		2,219	6,620	156,800		1,482	4,440	106,560								0	
10			0		2,210	5,800	89,600		3,214	7,700	179,200		2,606	7,170	168,000		2,219	6,630	162,400		773	2,330	55,920								0	
11			0		2,210	5,780	140,000		3,209	7,630	184,800		2,600	7,150	173,600		2,220	6,580	156,800		775	2,430	58,320								0	
12	1,700		5,600		2,210	5,850	140,000		3,276	7,680	179,200		2,500	6,900	168,000		2,172	6,430	151,200		778	2,430	58,320								0	
13	1,700		0		2,310	6,080	140,000		3,279	7,610	184,000		2,510	7,120	106,400		2,132	6,340	156,800		778	2,430	58,320								0	
14	1,745		11,200		2,460	6,460	145,600		3,280	7,590	179,200		2,452	7,000	168,000		2,038	6,100	145,600		78	2,430	58,320								0	
15	1,914				2,570	6,690	168,000		3,308	7,740	179,200		2,415	6,910	168,000		2,036	6,080	145,600		776	2,420	58,080								0	
16	2,050		39,200		2,690	6,980	162,400		3,330	7,790	184,800		2,349	6,840	162,000		1,980	5,960	140,000		775	2,430	58,320								0	
17	2,350	6,050	117,600		2,740	7,050	168,000		3,329	7,870	190,400		2,353	6,880	162,400		1,980	5,970	145,600		775	2,420	58,080								0	
18	2,500	6,410	145,600	5/18/93 B	2,740	7,210	168,000		3,328	7,870	184,800		2,353	6,840	162,400		1,975	5,930	140,000		775	2,400	57,600								0	
19	2,600	6,620	151,200		2,765	7,220	173,600		3,328	7,830	190,400		2,354	6,780	162,400		1,874	5,600	134,400		774	2,400	57,600								0	
20	2,600	6,710	156,800		2,865	7,440	173,600		3,328	7,810	184,800		2,334	6,720	162,400		1,869	5,580	134,400		773	2,390	57,360								0	
21	2,600	6,740	162,400		2,865	7,410	156,800		2,486	6,900	184,800		2,326	6,730	162,400		1,865	5,560	134,400		751	2,360	56,640								0	
22	2,600	6,770	156,800		2,865	7,260	179,200		2,809	6,840	162,400		2,328	6,740	162,400		1,864	5,510	134,400		751	2,350	56,400								0	
23	2,600	6,781	162,400		2,856	7,380	173,600		3,219	7,580	140,000		2,322	6,760	156,800		1,864	5,500	128,800		750	2,350	56,400								0	
24	2,600	6,870	162,400		3,010	7,460	179,200		3,214	7,540	184,800		2,336	6,750	162,400		1,802	5,390	134,400		749	2,340	56,160								0	
25	2,600	6,835	162,400		3,036	7,470	173,600		3,088	7,270	173,600		2,338	6,740	162,400		1,802	5,390	128,800		748	2,340	56,160								0	
26	2,600	6,830	158,800		3,036	7,430	179,200		2,992	6,990	168,000		2,335	6,770	162,400		1,750	5,260	123,200		748	2,320	55,680								0	
27	2,600	3,800	162,400		3,136	7,550	179,200		2,993	6,990	168,000		2,273	6,570	162,400		1,753	5,300	128,800		751	2,320	55,680								0	
28	2,700	7,000	156,800		3,136	7,540	162,400		2,998	6,980	162,400		2,272	6,560	156,800		1,752	5,310	123,200		750	2,320	55,680								0	
29	2,760	7,080	162,400		3,136	7,560	162,400		3,092	7,120	168,000		2,279	6,560	156,800		1,751	5,300	128,800		751	2,320	55,680								0	
30	2,760	7,110	168,000		3,136	7,620	179,200		3,120	7,200	173,600		2,281	6,580	156,800		1,680	5,090	123,200		753	2,320	55,680								0	
31	2,760	7,170	140,000				4,765,600		3,222	7,350	168,000		2,281	6,560	156,800				4,216,800		753	2,320	55,680				78,400				0	
			2,382,000								5,246,400				5,061,400								2,276,640									
Max	2,760			Max	3,136			Max	3,330			Max	3,224			Max	3,161			Max	1,681			Max	2,160		Max	0				

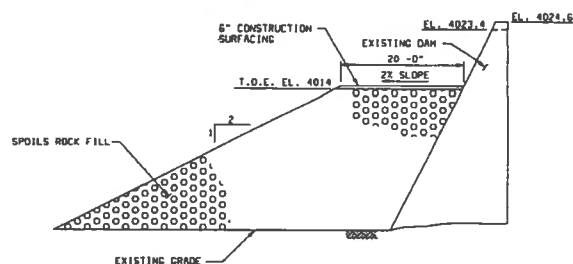
Wilson Lake Data for 1-7010D

	Mar-94		Apr-94		May-94		Jun-94		Jul-94		Aug-94		Sep-94		Oct-94		Nov-94		Dec-94	
	CFS	Acro-FT	CFS	Acro-FT	CFS	Acro-FT	CFS	Acro-FT	CFS	Acro-FT	CFS	Acro-FT	CFS	Acro-FT	CFS	Acro-FT	CFS	Acro-FT	CFS	Acro-FT
1			502	996	1,600	3,174	2,100	4,165	2,823	5,599	2,473	4,905	2,055	4,076	1,467	2,910	200	397	200	397
2			504	1,000	1,700	3,372	2,100	4,165	2,822	5,597	2,277	4,516	2,056	4,078	1,371	2,719	200	397	200	397
3			708	1,404	1,800	3,570	2,103	4,171	2,822	5,597	2,147	4,259	2,005	3,977	1,367	2,711	200	397	200	397
4			850	1,686	1,805	3,580	2,100	4,165	2,769	5,492	2,191	4,346	2,006	3,979	1,171	2,323	200	397	200	397
5			960	1,904	1,800	3,570	2,108	4,181	2,768	5,490	2,191	4,346	2,006	3,979	1,072	2,126	200	397	200	397
6			1,060	2,102	1,855	3,679	2,205	4,374	2,718	5,391	2,243	4,449	2,005	3,977	869	1,724	200	397	200	397
7			1,060	2,102	1,860	3,689	2,205	4,374	2,714	5,383	2,246	4,455	1,947	3,862	674	1,337	200	397		0
8			1,110	2,202	1,960	3,888	2,206	4,376	2,714	5,383	2,245	4,453	1,947	3,862	673	1,335	0	0		0
9			1,156	2,293	1,960	3,888	2,257	4,477	2,768	5,490	2,246	4,455	1,947	3,862	622	1,234	0	0		0
10			1,208	2,396	1,960	3,888	2,360	4,681	2,765	5,484	2,244	4,451	1,947	3,862	622	1,234	0	0		0
11			1,318	2,614	2,050	4,066	2,361	4,683	2,766	5,486	2,244	4,451	1,946	3,860	622	1,234	0	0		0
12			1,318	2,614	2,050	4,066	2,465	4,889	2,720	5,395	2,244	4,451	1,945	3,858	623	1,236	0	0		0
13			1,319	2,616	2,190	4,344	2,468	4,895	2,670	5,296	2,244	4,451	1,884	3,737	623	1,236	0	0		0
14			1,420	2,817	2,190	4,344	2,468	4,895	2,674	5,304	2,214	4,391	1,825	3,620	623	1,236	200	397		0
15			1,606	3,185	2,140	4,245	2,468	4,895	2,672	5,300	2,215	4,393	1,778	3,527	624	1,238	200	397		0
16			1,605	3,183	2,140	4,245	2,496	4,951	2,672	5,300	2,213	4,389	1,717	3,406	625	1,240	200	397		0
17			1,606	3,185	2,050	4,066	2,521	5,000	2,679	5,314	2,191	4,346	1,717	3,406	625	1,240	200	397		0
18			1,750	3,471	2,050	4,066	2,541	5,040	2,674	5,304	2,191	4,346	1,659	3,291	626	1,242	200	397		0
19			1,757	3,485	2,050	4,066	2,550	5,058	2,671	5,298	2,172	4,308	1,661	3,295	627	1,244	200	397		0
20			1,900	3,769	2,050	4,066	2,647	5,250	2,675	5,306	2,175	4,314	1,615	3,203	627	1,244	200	397		0
21			2,007	3,981	2,050	4,066	2,647	5,250	2,674	5,304	2,175	4,314	1,617	3,207	200	397	200	397		0
22			2,087	4,140	2,050	4,066	2,647	5,250	2,676	5,308	2,172	4,308	1,619	3,211	200	397	200	397		0
23			2,047	4,060	2,050	4,066	2,720	5,395	2,677	5,310	2,174	4,312	1,601	3,176	200	397	200	397		0
24			1,853	3,675	2,050	4,066	2,737	5,429	2,679	5,314	2,175	4,314	1,604	3,181	200	397	200	397		0
25	300	595	1,750	3,471	2,150	4,264	2,753	5,460	2,678	5,312	2,173	4,310	1,570	3,114		0	200	397		0
26	300	595	1,756	3,483	2,250	4,463	2,752	5,459	2,678	5,312	2,147	4,259	1,571	3,116	0	0	200	397		0
27	300	595	1,600	3,174	2,250	4,463	2,755	5,464	2,676	5,308	2,147	4,259	1,570	3,114	200	397	200	397		0
28	400	793	1,600	3,174	2,250	4,463	2,750	5,455	2,677	5,310	2,147	4,259	1,570	3,114	200	397	200	397		0
29	467	926	1,600	3,174	2,250	4,463	2,827	5,607	2,677	5,310	2,099	4,163	1,570	3,114	200	397	200	397		0
30	518	1,027	1,600	3,174	2,250	4,463	2,822	5,597	2,675	5,306	2,101	4,167	1,569	3,112	200	397	200	397		0
31	518	1,027			2,150	4,264			2,473	4,905	2,098	4,161			200	397				0
		5,560		84,530		124,979		147,053		166,207		135,300		106,173		35,609		9,521		2,380

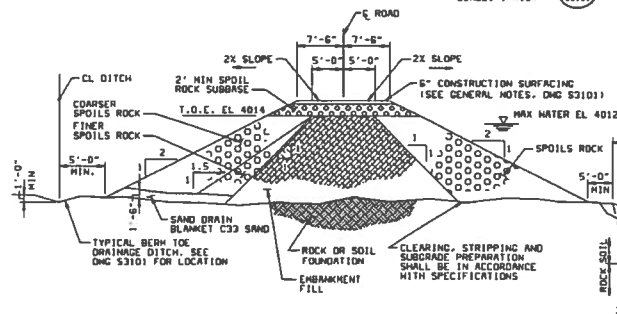
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Wilson Lake Data for 1-7010D

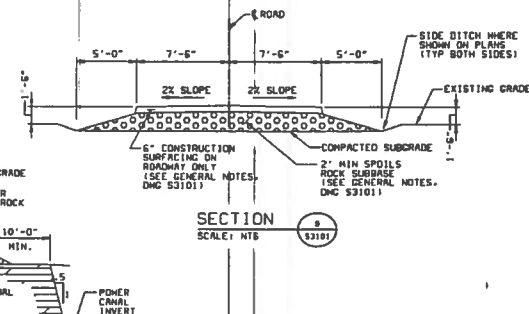
Documents copied from the IDWR Dam Safety file 1-2027C



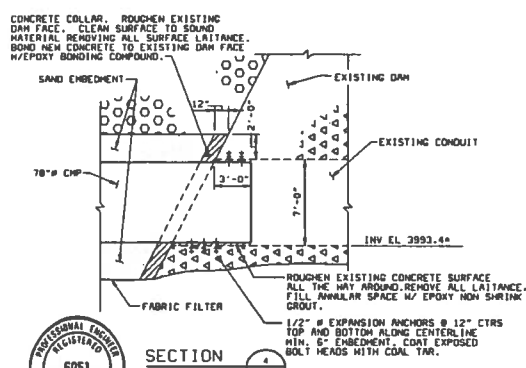
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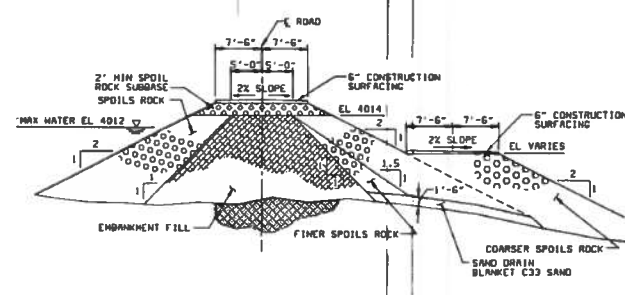
SECTION 5
SCALE: NTS 53101



SECTION 9
SCALE: NTS



SECTION
SCALE: 1"=10'



APPROVED
IDAHO DEPARTMENT OF WATER RESOURCES
4/2/91 *Norm C. Young*
DATE CHAIRMAN, BOARD OF AGRICULTURE

RELEASED FOR
CONSTRUCTION

BRUCE A. ATSHADATH	5-15-81
SIGNED	DATE

Figure 1 shows two types of scales. The top scale is marked with 5', 2.5', 0, 5', and 10'. Below it is a scale bar labeled 1"=5'. The bottom scale is marked with 10', 0, 10', and 20'. Below it is a scale bar labeled 1"=10'.

SECTION 4
SCALE: 1"=5'

 BLACK & VEATCH

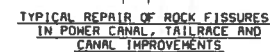
HAZELTON/WILSON JOINT VENTURE
WILSON LAKE HYDROELECTRIC PROJECT

PROJECT	DRAWING NUMBER
16861	S3107

POWER CANAL
PLANS, SECTIONS AND DETAILS

CACHE	
AREA A	

11301CONZALEZ ACAD 10.00
ADISL006 DI 1=1
7-11-91



APPROVED
IDAHO DEPARTMENT OF WATER RESOURCES

10/2/91 *Norm C...*
DATE ADMINISTRATOR, BUREAU OF ADMINISTRATION

RELEASED FOR
CONSTRUCTION
Signed Bruce A. Dinsworth DATE

1	5-14-91	ISSUED FOR CONSTRUCTION
0	2-25-91	ISSUED FOR BID
NO	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPER-
VISION AND THAT I AM A DULY REGISTERED PRO-
FESSIONAL ENGINEER UNDER THE LAWS OF THE
STATE OF IDAHO

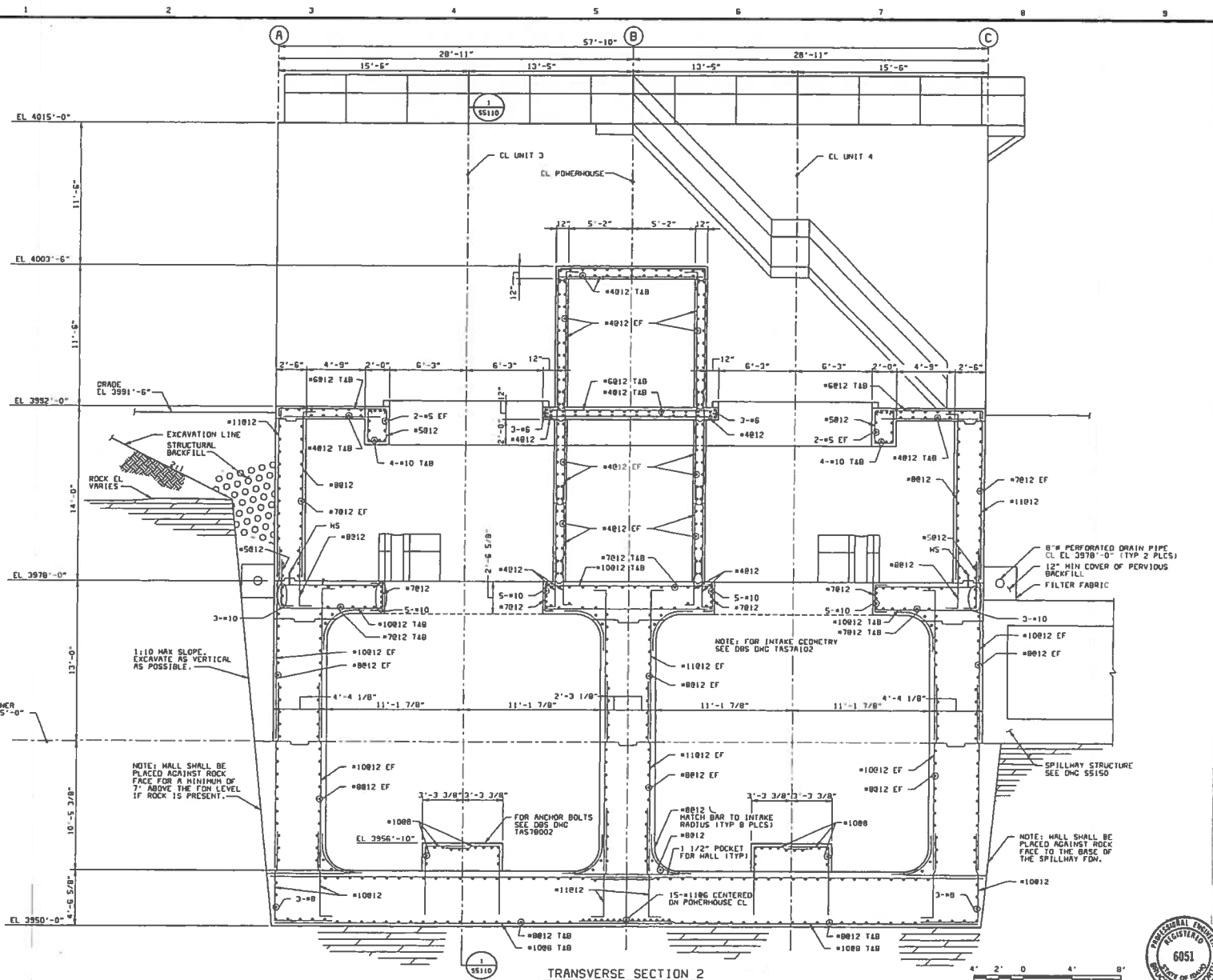
SIGNED Bruce L. Linquist
DATE 5-15-91 REC NO. 6051

BLACK & VEATCH	
ENGINEER	NO.
CHECKED	DATE

HAZELTON/WILSON JOINT VENTURE
WILSON LAKE HYDROELECTRIC PROJECT

PROJECT	DRAWING NUMBER	REV
16861	S3108	1

POWER CANAL
SECTIONS AND DETAILS



TRANSVERSE SECTION 2

SCALE: 1/4"=1'-0"

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

SIGNED: *James A. Dinnel*
 DATE: 7-31-91 REG. NO. 6051

BLACK & VEATCH

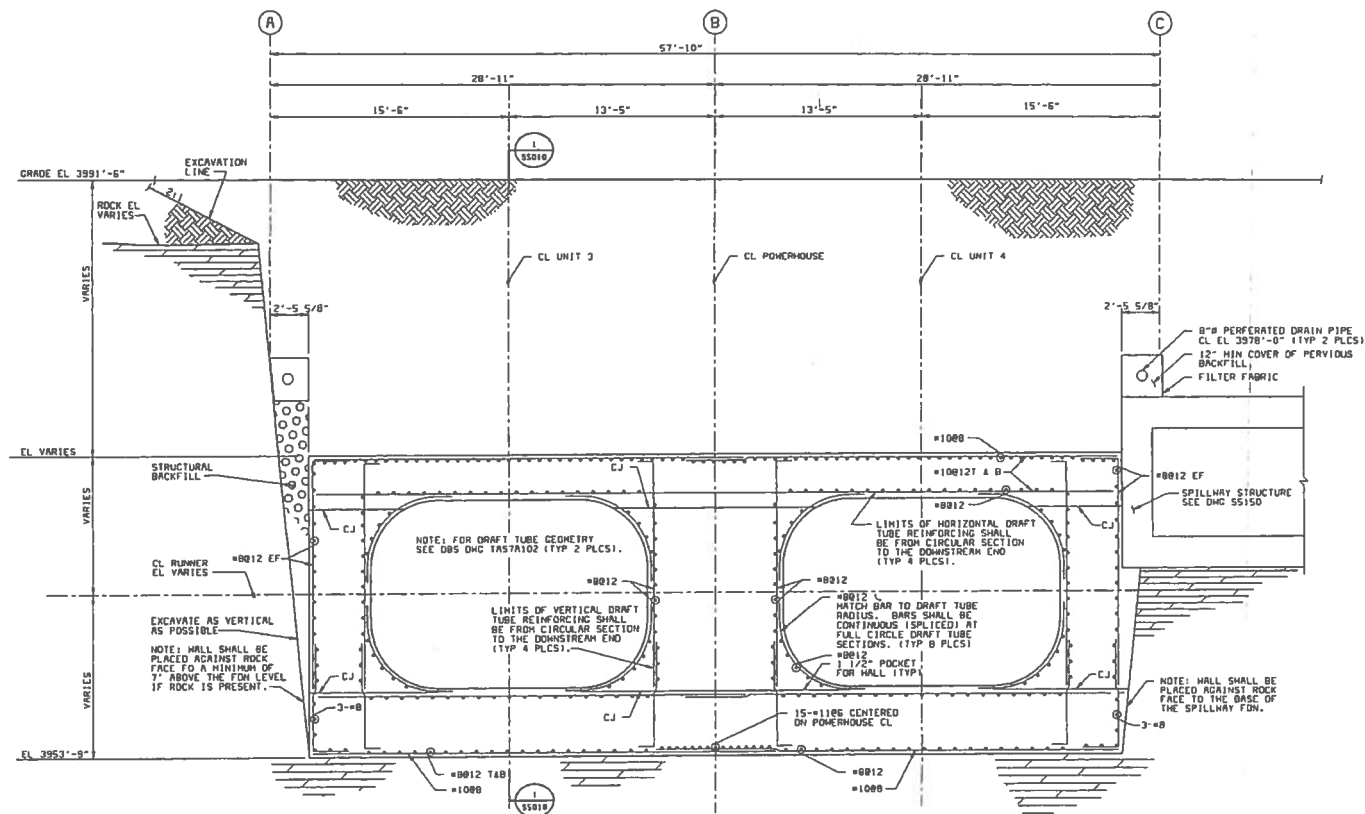
ENGINEER: *LJR* DRAWN: YPC
 CHECKED: *DLG* DATE: 7/31/91

HAZELTON/WILSON JOINT VENTURE
WILSON LAKE HYDROELECTRIC PROJECT

POWERHOUSE
 TRANSVERSE SECTIONS

RELEASED FOR CONSTRUCTION <i>James A. Dinnel</i> 7-31-91 SIGNED DATE	
PROJECT	DRAWING NUMBER
16861	55120
NO.	REV
0	0
COOK	AREA

0818200000 ACAD 10.07
 7-31-91 1/4"=1'-0"



TRANSVERSE SECTION 3

SCALE: 1/4"=1'-0"

1"=1'-0"



RELEASED FOR CONSTRUCTION
Signed: R. D. Dunnington 7-31-91
SIGNED DATE

081820000 ACAD 10-27
ADJL-006 DI 1/4"=1'-0"
7-31-91

D 7-31-91 RELEASED FOR CONSTRUCTION

NO DATE REVISIONS AND RECORD OF ISSUE

BY: R. D. DUNNINGTON

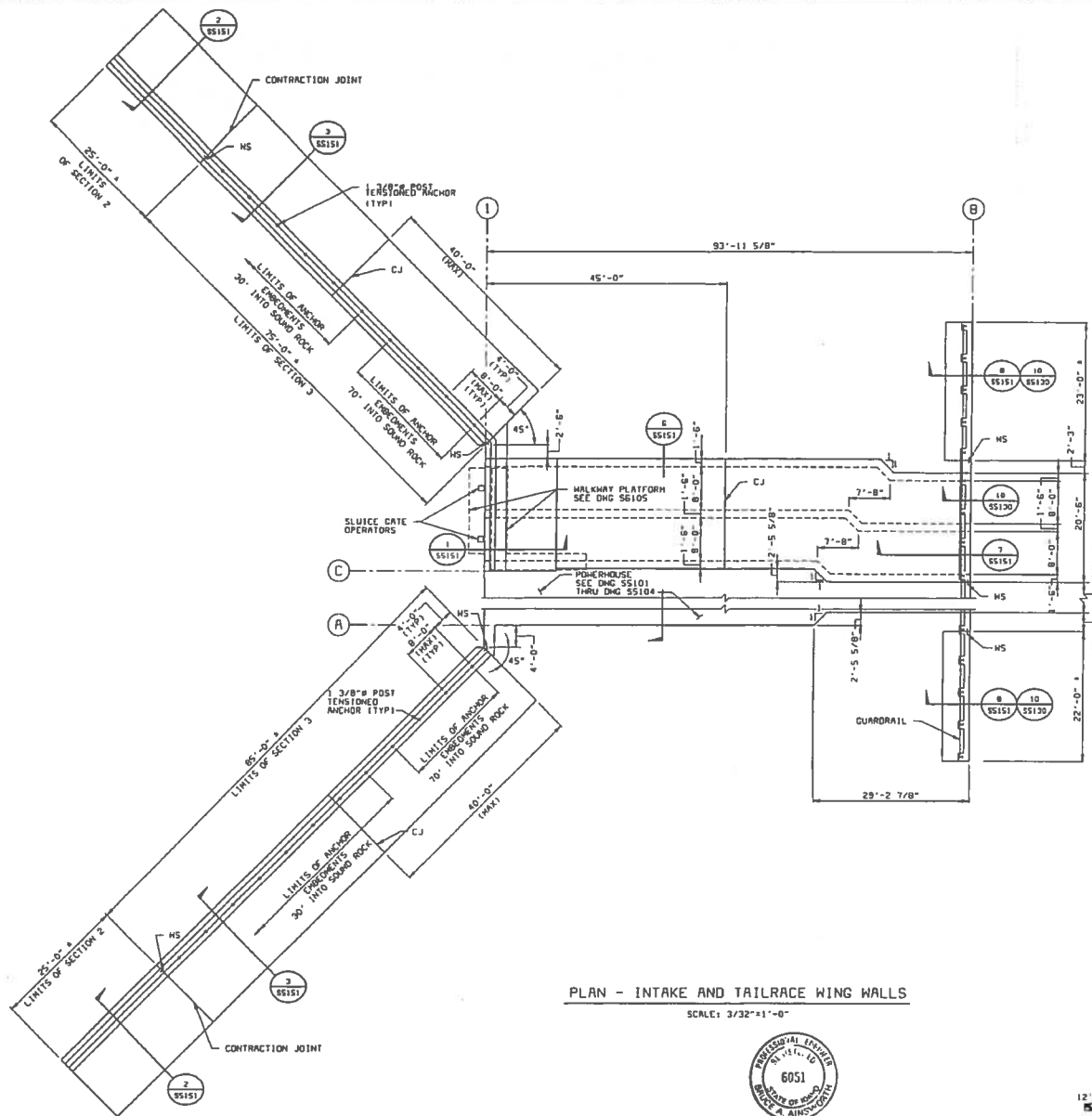
I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF OHIO
SIGNED: R. D. Dunnington
DATE: 7-31-91 REG NO. 6051

BLACK & VEATCH
ENGINEER LVP
CHECKED PLS
DATE 7/31/91

HAZELTON/WILSON JOINT VENTURE
WILSON LAKE HYDROELECTRIC PROJECT
POWERHOUSE
TRANSVERSE SECTIONS

PROJECT	DRAWING NUMBER	REV
16861	SS121	0

081-20236-10-71



PLAN - INTAKE AND TAILRACE WING WALLS

SCALE: 3/32"=1'-0"



12' 6' 0' 10' 20'
3/32"=1'-0"

APPROVED
IDAHO DEPARTMENT OF WATER RESOURCES
DATE 11/1/91 BY [Signature]

RELEASED FOR
CONSTRUCTION
SIGNED Bruce A. Ainsworth 7-31-91
DATE

NOTES

1. WALL LENGTHS SHALL BE FIELD VERIFIED AND SET TO MATCH SITEWORK AS SHOWN ON DWG S3101.

DBI DESIGNS: 1500, 10, 40
ADD RECORDS: 01, 3/22-31-91
7-31-91

NO	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	LM
0	7-31-91	RELEASED FOR CONSTRUCTION	BA			
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I HEREBY CERTIFY THAT THIS DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT SUPER-
VISION AND THAT I AM A duly licensed pro-
fessional engineer under the laws of the
STATE OF IDAHO
SIGNED Bruce A. Ainsworth
DATE 7-31-91 REG NO. 6051

BLACK & VEATCH

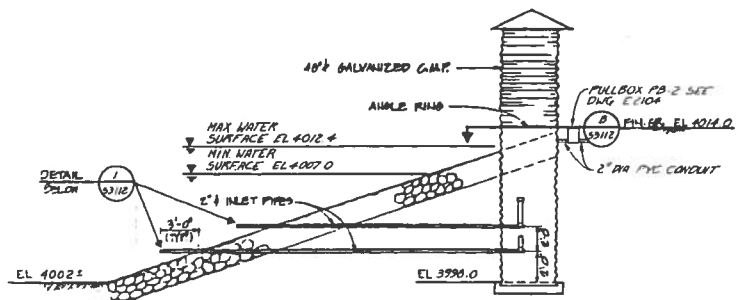
ENGINEER [Signature] DRAWN VPC
CHECKED [Signature] DATE 7/11/91

HAZELTON/WILSON JOINT VENTURE
WILSON LAKE HYDROELECTRIC PROJECT

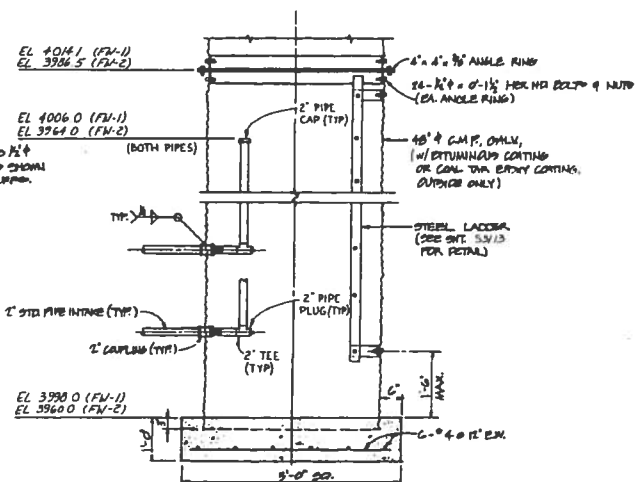
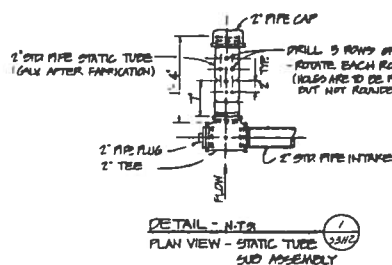
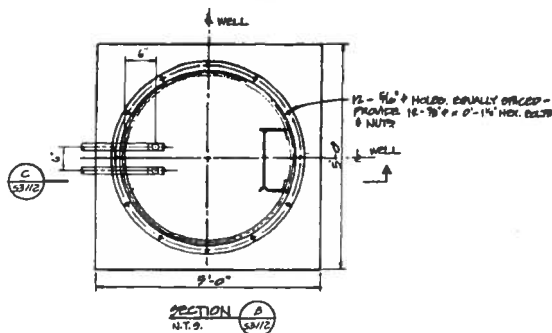
POWERHOUSE
INTAKE AND TAILRACE WING WALLS

PROJECT 16861 DRAWING NUMBER S5150 REV 0

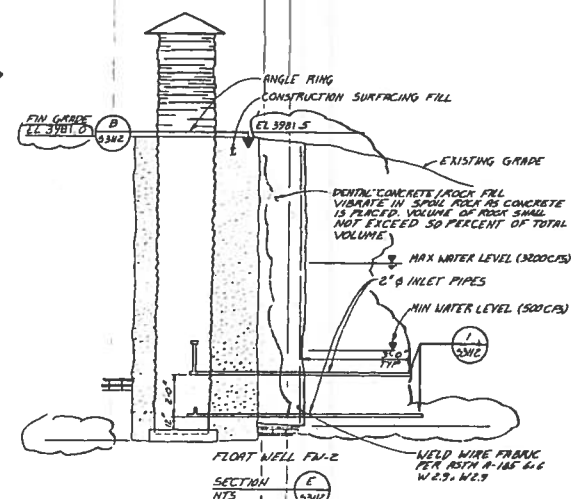
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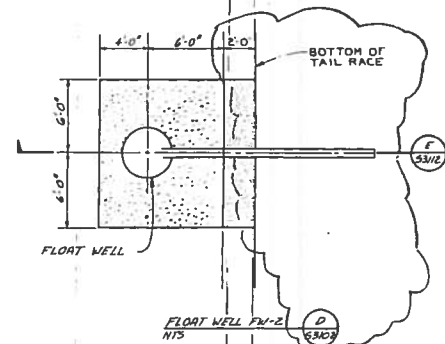
FLOAT WELL FN-1
NTS



SECTION C
N.T.S.



FLOAT WELL FN-2
SECTION E
NTS

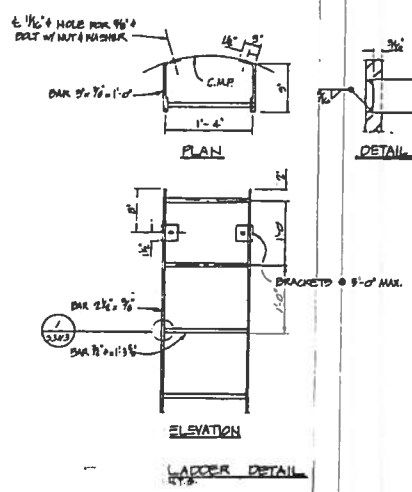
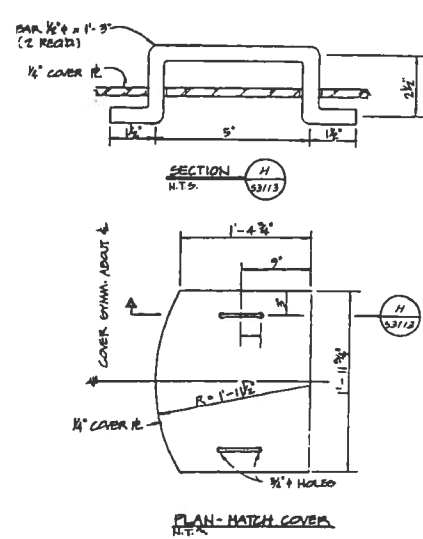
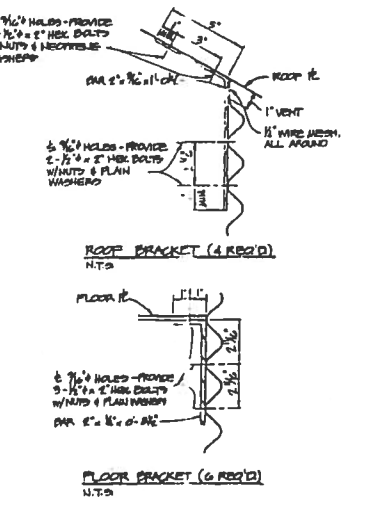
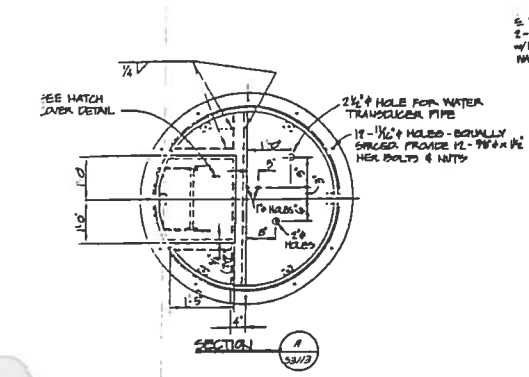
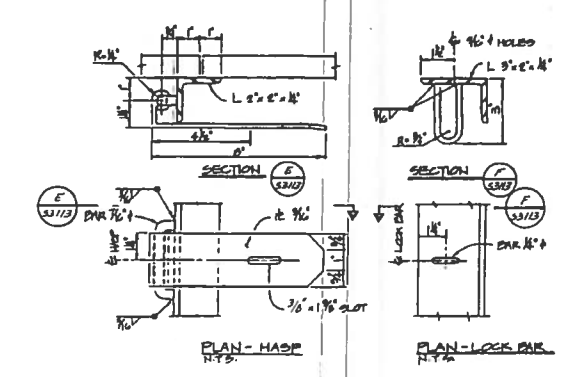
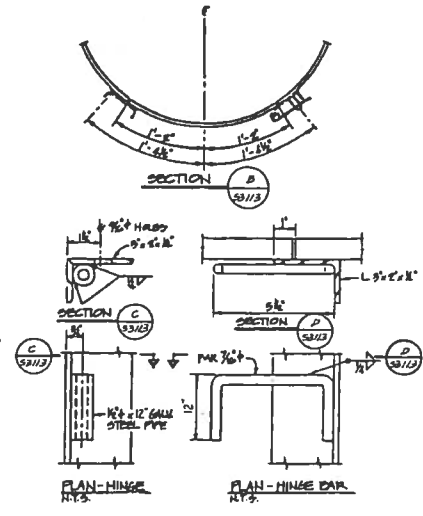
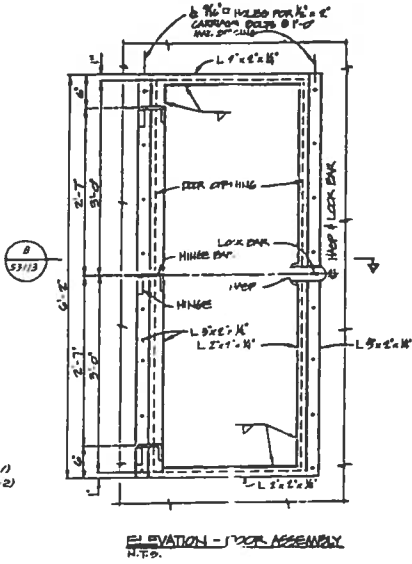
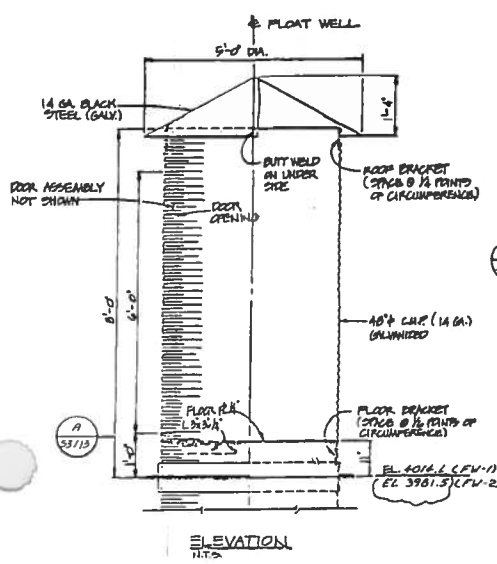


- GENERAL NOTES
1. FLOAT WELL TO BE CONSTRUCTED SIMULTANEOUSLY WITH EMBARMENT CONSTRUCTION TO AVOID CIRCUMVENTING CONSTRUCTED ENHANCEMENT
 2. ALL COMPONENTS SHALL BE GALVANIZED

RELEASED FOR
CONSTRUCTION *Bruce A. Dinkworth*



1 5-14-91 ISSUED FOR CONSTRUCTION 2 2-25-91 ISSUED FOR BID NO. DATE REVISIONS AND RECORD OF ISSUE BY	20/1A SIGNED <i>Bruce A. Dinkworth</i> DATE 5-14-91 REC NO. 6051	BLACK & VEATCH SHEET: BLD DATE: 5-1-91	HAZELTON/WILSON JOINT VENTURE WILSON LAKE HYDROELECTRIC PROJECT SITE FLOAT WELL	PROJECT 16861 - S3112 AREA 01-2027C-06-91
--	--	---	--	---



NOTE: ALL COMPONENTS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED.



RELEASED FOR CONSTRUCTION *Barry J. Gendron*

1 5-14-91 ISSUED FOR CONSTRUCTION		2 2-25-91 ISSUED FOR BID		3 5-16-91 REV. NO. 6051	
NO.	DATE	REVISIONS AND RECORD OF ISSUE		BY	CHKD

BLACK & VEATCH

HAZELTON/WILSON JOINT VENTURE
WILSON LAKE HYDROELECTRIC PROJECT

PROJECT 16861 - S3113
SITE FLOAT WELL

01-2027C-07-91



Dam Safety Section

TRIP REPORT

TO: Wilson Lake Dam File (01-2027C)

FROM: Corey Skinner

DATE: August 24, 2010

Reviewed:

A 10/18/10

SUBJECT: FERC Inspection of Wilson Lake Powerhouse

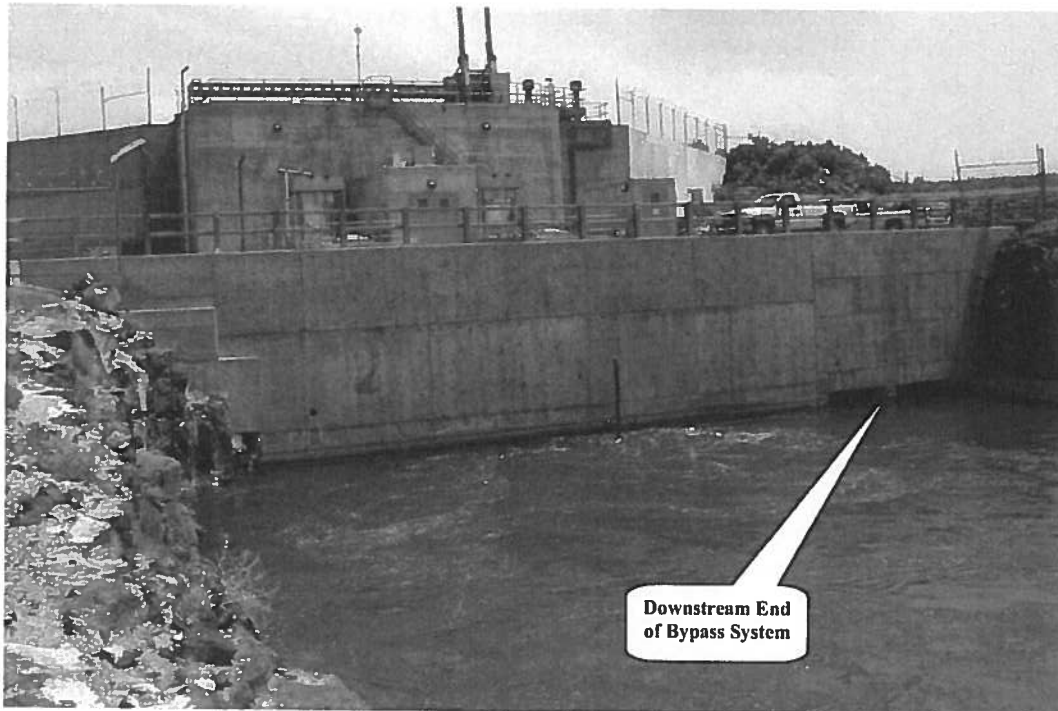
On June 23, 2010, I attended a portion of the FERC inspection of the Wilson Lake Project (FERC project # 10454). The FERC inspector conducting the inspection was Frank Blackett. David Gray, operations specialist with Ida-West Energy, along with the power plant operators also attended the inspection. While waiting for the other parties at the site, Frank Blackett showed me a map of the FERC project boundary and it was confirmed that Wilson Lake Dam (01-2027C) was not located within the FERC project boundary. The FERC boundary included the powerhouse structure on the canal downstream of Wilson Lake Dam, a portion of the canal leading to the powerhouse, and some other land that may have been associated with a power line relating to the powerhouse. The following aerial photo of the project shows the locations of various points of interest...



Page 3

Wilson Lake Dam (01-2027C) Trip Report

August 24, 2010

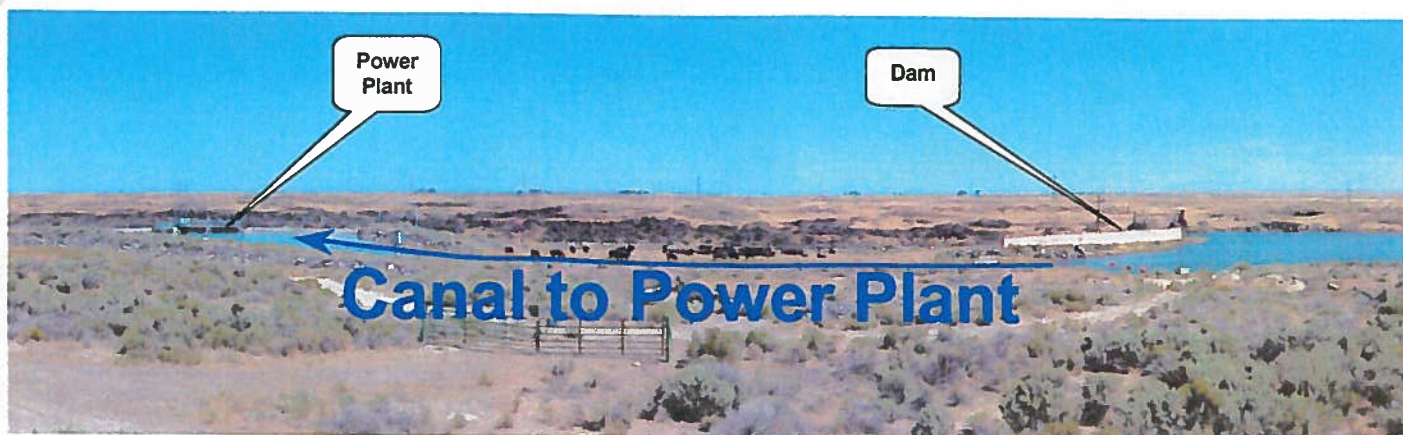


View of the downstream face of power house structure located on the canal leading from Wilson Lake Dam (01-2027C). The location of the downstream end of the bypass system is indicated.

WR #1-7010D

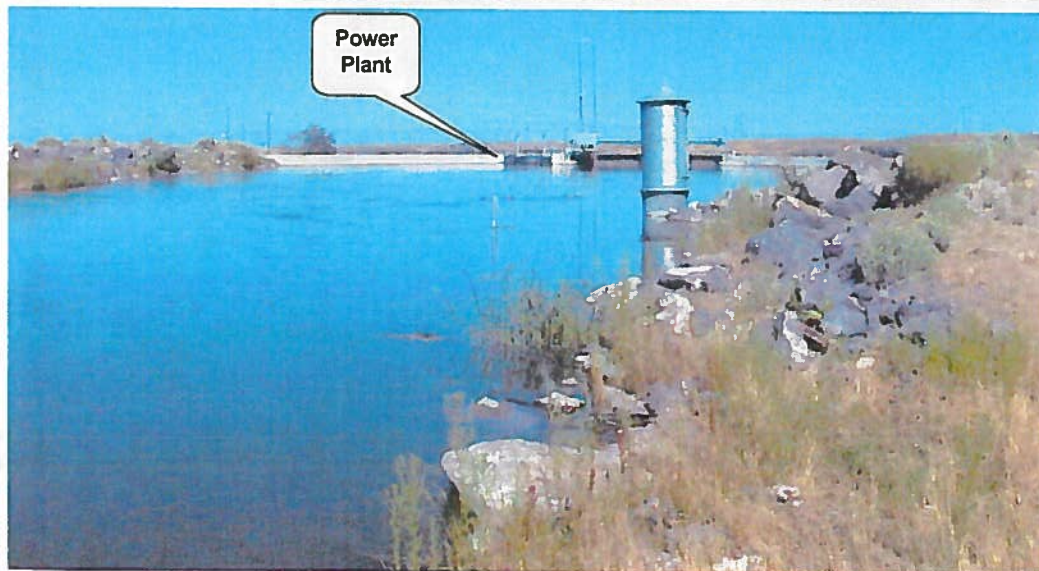
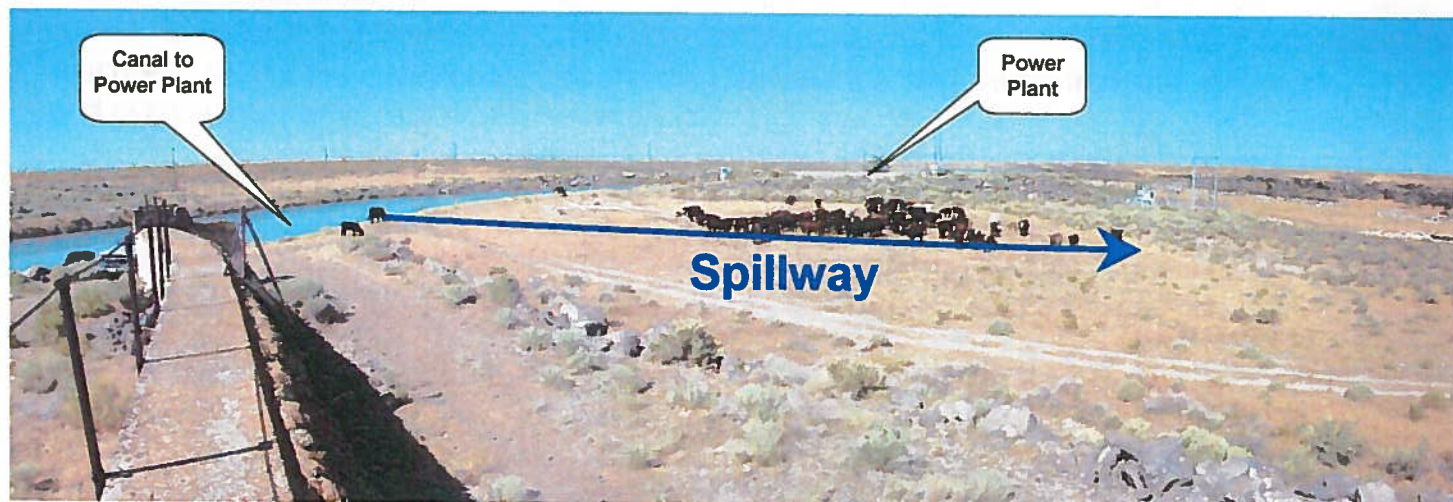
looking at the powerhouse intakes from upstream
photo taken 11/3/2008 by Dam Safety personnel





ABOVE: View from south side of Wilson Lake project showing the location of various points of interest.

BELOW: View from near the left (south) end of the dam crest looking across the emergency spillway (approximate flow path indicated by arrow) along the right side of the canal to power plant.



LEFT: View looking down the canal to the power plant with the upstream face of the power plant visible in the background above the water level.



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE STREET SUITE 200
TWIN FALLS ID 83301-3380
(208) 736-3033 FAX (208) 736-3037

PHILIP E BATT
GOVERNOR

KARL J DREHER
DIRECTOR

2/2

DAM SAFETY

WR#1-7010D

excerpted from Dam Safety file



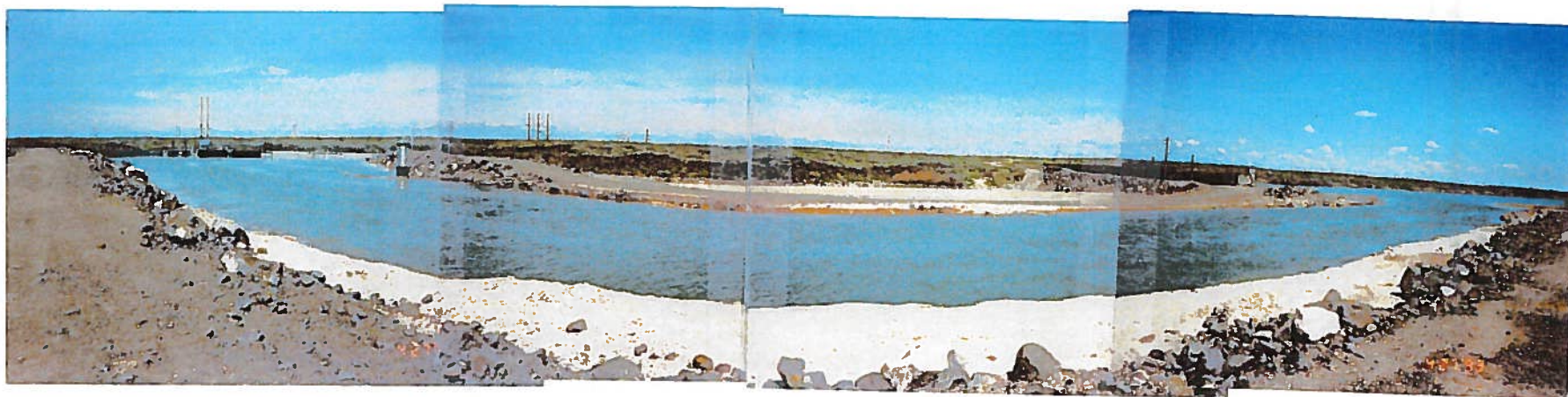
View of upstream end of
powerhouse and powerhouse
intake. Photo taken 12/09/96.



View of discharge area at
downstream end of powerhouse.

Photo taken

12/09/96.



Panorama of Facility upgrade: Starting at right - forebay inlet canal, over flow spillway, penstock and bypass headworks. Old dam toe buttress and outlet extensions visible in right background.



Discharge from powerhouse bypass, generators not on-line.

WR#1-7010D

photos excerpted from Dam Safety file 1-2027C

photos taken 4/27/1993

OFFICE OF THE SECRETARY
FILED
97 AUG -1 PM 4:10
FEDERAL ENERGY
REGULATORY COMMISSION

OPERATION REPORT

FEDERAL ENERGY REGULATORY COMMISSION
Portland Regional Office

RECEIVED
97 JUL 32 AM 11:45
DIVISION OF
DAM SAFETY & INSPECTIONS

For the period May 4, 1994 to September 11, 1996

Exemptee Hazelton/Wilson Joint Venture Project No. 10454 ✓

NATDAM ID# N/A

Project Name Wilson Lake

Location Wilson Lake, North Side Main Canal, Jerome, Idaho
(Waterway or reservoir) (County) (State)

Exemption issued April 22, 1988 Type Conduit

Date of last amendment November 9, 1993

Inspected by Mark A. Jones Date September 11, 1996

Parts of project inspected All

Weather 80°F, some clouds

Accompanied by Mr. Deloy Albertson, Project Superintendent

Summary

The project works appeared to be in good condition. Leakage continues to be observed downstream of the wing walls; however, no changes were observed and no follow-up was considered necessary. The exemptee appears to be complying with the terms of the exemption.

Attached are Exhibit 1, a project general location map, and Exhibit 2, a project site plan, with photo orientations. Also attached are six photographs which show the features and condition of the project at the time of the inspection.

JUL 30 1997

Submitted _____

MARK A. JONES

Mark A. Jones

9708080216-3

FILED

AUG 1 1997

A. Safety of the Project

1. **Dams, Dikes, and Appurtenant Structures.** The conduit exempt project consists of an excavated power canal originating from the lower end of the North Side Main Canal's Wilson Lake and bypassing the existing dam (Photo 1), an intake/powerhouse structure (Photos 2 and 3), and a 100-foot-long tailrace discharging back into the North Side Main Canal. At the time of the inspection, all project features appeared to be in good condition and well maintained. With the exception of the leakage discussed below, no problems or discrepancies were noted.

Project operation is only during the irrigation season, and typically begins in mid-March and ceases at the end of October. According to Mr. Albertson, annual startup of the downstream subject project lags behind the Hazelton B Project by one to two weeks.

Leakage continues to be observed downstream of the right and left wing wall sections of the intake/powerhouse. Approximately 200 gpm is collected from beneath the right wing wall, and discharged downstream (Photo 3). The discharge appeared to be clear with no indication of piping. According to Mr. Albertson, this leakage varies between 100 gpm to 250 gpm. Minor leakage continues to be observed along a vertical joint between the spillway and left wing wall (Photo 4); however, this leakage has decreased from that observed during the previous operation inspection and is not measurable. An evaluation of the leakage is contained in an April 27, 1993 Black & Veatch Report (see Exhibit 3 of PRO's December 7, 1993 Final Construction Report). The Black & Veatch Report concluded that the stability of the wing walls was not in question; however, the report recommended that during the non-irrigation season, the areas upstream of the wing walls should be inspected and any large cracks or fissures in the rock should be sealed. Due to the volume of the leakage, a May 10, 1994 operation inspection follow-up letter requested a description of the work accomplished in accordance with the Black & Veatch Report recommendations. The exemptee's June 10, 1994 response stated that no obvious areas were found which would allow seepage; flow beneath the wing wall foundation remains clear; and monitoring will continue. Future operation inspections should include observations to note any changes.

The intake/powerhouse appeared to be in good condition (Photo 5), with no significant cracking or deterioration noted. Minor cracking and efflorescence were evident in the interior and exterior walls, and leakage was observed from Generating Unit 4's A.C. booster pump. According to Mr. Albertson, a replacement pump had been ordered and new Titon seals for both generating units were scheduled to be installed following the subject inspection. The generating equipment and the exposed portion of the penstocks appeared to be well maintained.

5. Consultant's Safety Inspection Reports. The conduit exempt project is not subject to Part 12 of the Regulations; therefore, a consultant's safety inspection report is not required.

6. Records. Project operating records and construction drawings are maintained at the powerhouse and in the exemptee's field office located at the Hazelton B Project. These records are considered adequate for the safe and efficient operation of the project.

7. Emergency Action Plan (EAP). The conduit exempt project is not subject to Part 12; therefore, an emergency action plan is not required, nor is one needed.

8. Hazard Potential Classification. Due to the complete lack of downstream development or any recreation areas, the downstream hazard rating for this project is classified as low. No changes were observed which would require a change in classification.

9. Other. Precautions taken for public safety appear adequate. Fences, locked gates, and warning signs are utilized. In addition, a floating barrier immediately upstream of the intake/powerhouse is installed.

B. Matters of Commission Interest

1. Additions, Betterments, Retirements, or Extensions.
None.

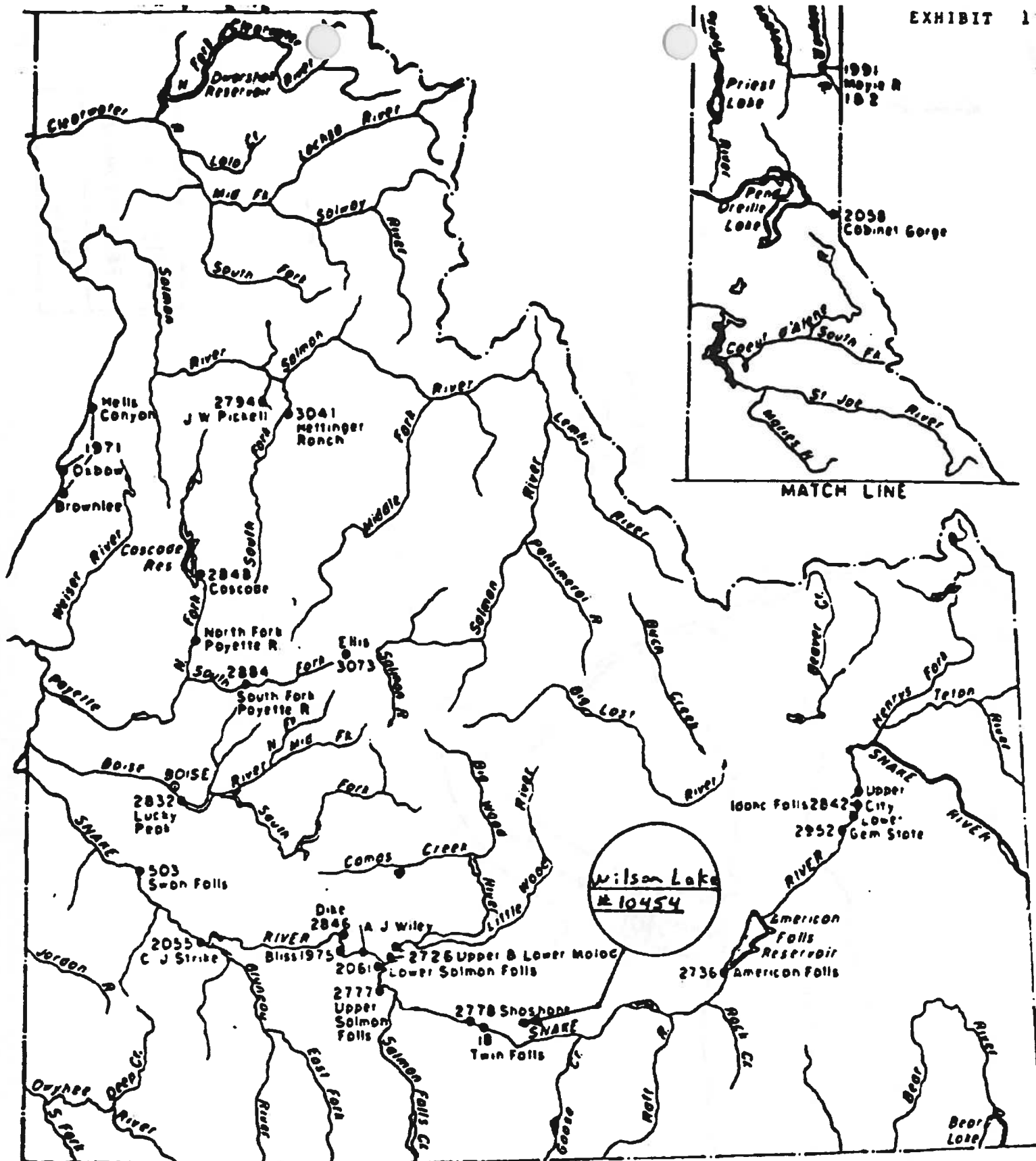
2. Changes in Ownership. None.

C. Terms of Exemption.

Standard Article 2 requires the exemptee to comply with the terms and conditions set by the U.S. Fish and Wildlife Service (FWS) and any state fish and wildlife agencies. The Idaho Department of Fish and Game (IDFG), by March 7, 1988 letter, and clarified by April 12, 1988 letter, established terms and conditions for the project. Based on a file review, it appears that no final terms and conditions were set by the USFWS; however, initial comments forwarded by a USFWS February 26, 1986 letter indicated raptor protection of transmission lines (corresponding to IDFG's Condition 2) as the only concern.

D. Findings and Follow-Up Actions.

None.

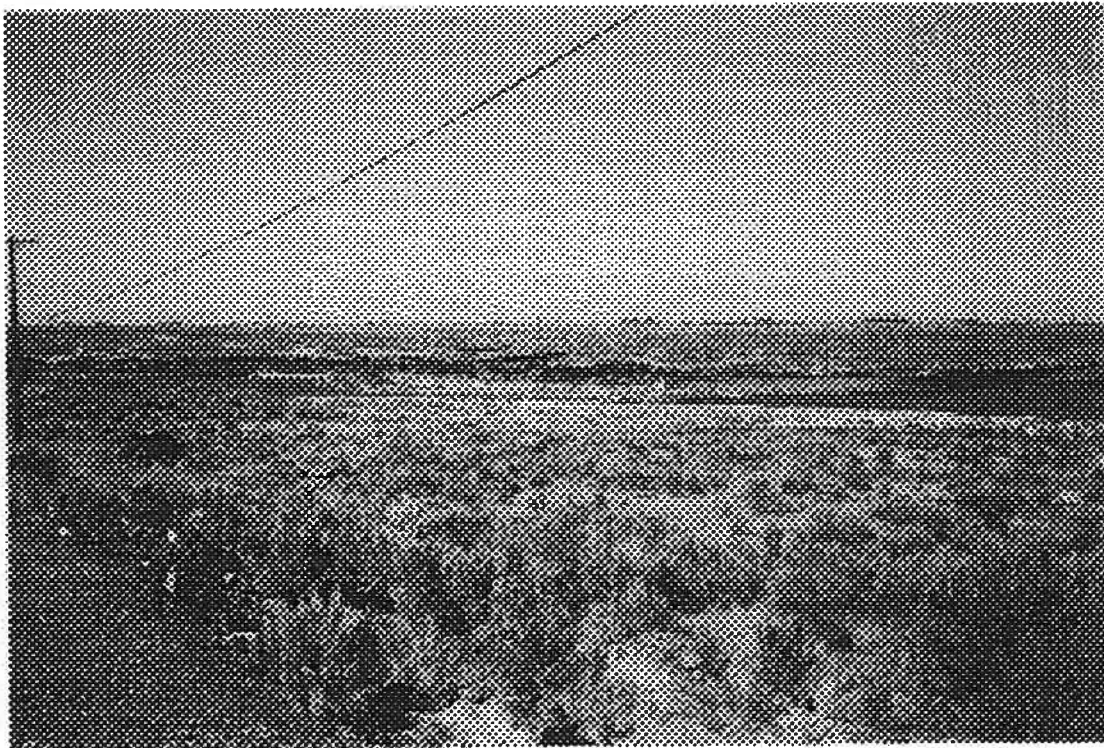


HYDROELECTRIC PROJECTS IN IDAHO

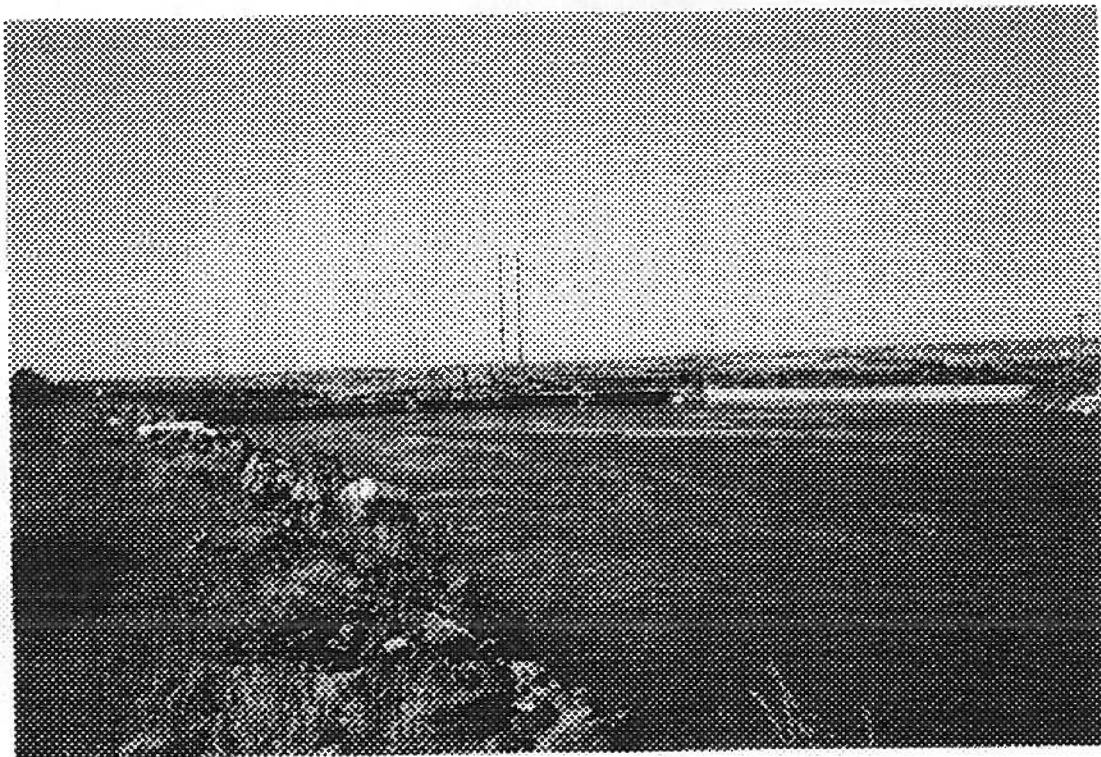
SCALE IN MILES



Wilson Lake Project
FERC No. 10454-1D
(Photographs taken September 11, 1996)

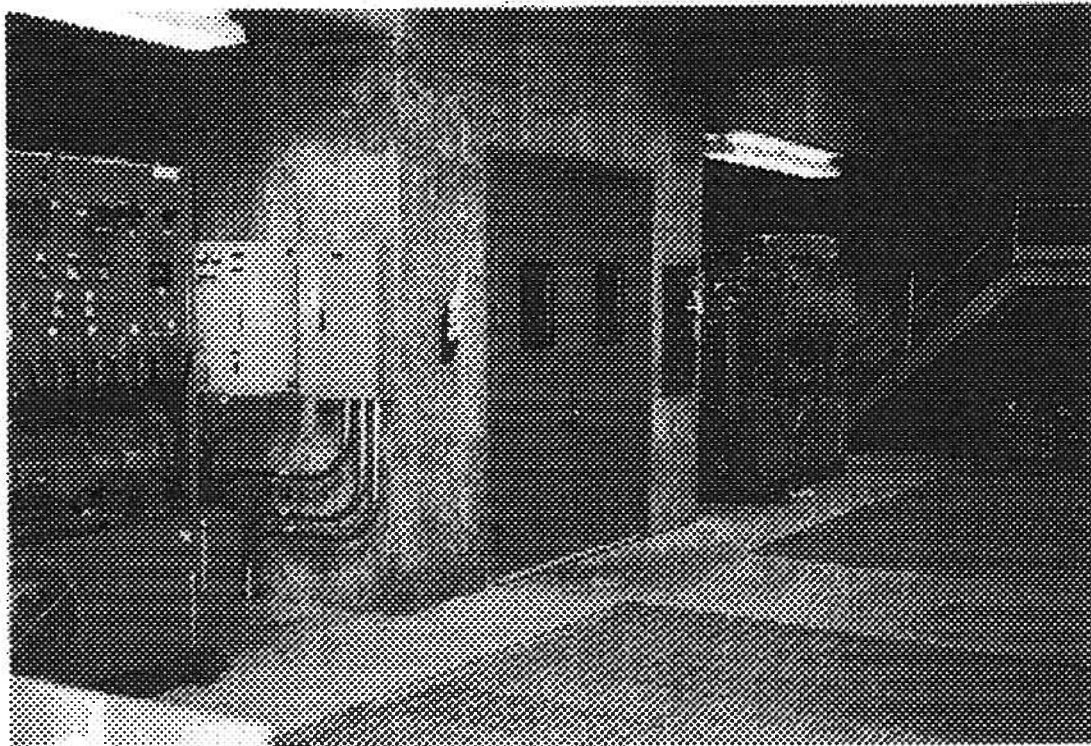


1. General upstream view. Note project at left and Wilson Lake Dam at right.



2. Upstream side, intake/powerhouse and wing walls.

Wilson Lake Project
FERC No. 10454-ID
(Photographs taken September 11, 1996)



5. Powerhouse interior.



6. Power canal (foreground), Wilson Lake Dam (background).

DIGITIZED

FILE NO. 91-2027C-OP-96

**OPERATION PLAN
FOR
WILSON LAKE DAM AND RESERVOIR**

NORTH SIDE CANAL COMPANY
921 NORTH LINCOLN
JEROME, ID 83338

RECEIVED

AUG 28 1996

APPROVED

IDaho DEPARTMENT OF WATER RESOURCES

OFFICE COPY

**OPERATION PLAN
WILSON LAKE DAM
NORTH SIDE CANAL COMPAN**

I will write up a
indication
- from completed 1909
- crest elevation 4012
- additional 23 ft
- and (like the mentioned
- diversion...
- For about Area 504 ar
- vs 715
- Storage capacity 4,600 ac-ft
- 1-6140

I. GENERAL INFORMATION

A. DESCRIPTION AND PURPOSE OF PROJECT

Wilson Lake Dam is an irrigation reregulation dam on the North Side Main Canal near Eden, Idaho. The North Side Canal Company serves 160,000 acres under irrigation with water diverted from the Snake River at Milner Dam. The Wilson Lake Dam is located in Section 24 T9S R19E, BM. A power canal around the left abutment of the dam conveys water to a powerhouse which is downstream of the dam.

The dam was constructed in 1910 as a masonry gravity dam. At the crest, the dam is approximately 700 feet long and has a maximum structural height of about 40 feet. Hydraulic height is about 28 feet. In 1992 and 1993, additional rockfill embankment was placed on both the upstream and downstream faces of the masonry. Two 78-inch manually controlled slide gates and culvert pipes penetrate the base of the dam in the center of the channel to provide reservoir relief capacity. The total hydraulic capacity of the gates is 1300 cfs. The crest of the dam is at elevation 4024.6 while the normal maximum operating level of the reservoir is at elevation 4012. At the normal maximum operating level, the reservoir is 715 acres in size and holds 6140 acre-feet.

B. DIRECTIONS FOR TRAVELING TO DAM

See the following location map.
Attached as Exhibit A.

C. DESCRIPTION OF APPURTENANT FEATURES

Powerhouse. A 950 foot long power canal conveys water around the south abutment of the Wilson Lake Dam to the powerhouse. An emergency overflow spillway section has been constructed in a portion of the power canal embankment, to protect the dam structure from the consequences of gate equipment failure. The emergency spillway is an unlined overflow type spillway with its crest near the natural ground level. The crest length of the spillway is 220 feet. At water elevation 4014, the spillway capacity is approximately 1200 cfs.

Incorporated into the powerhouse structure are two 96" x 96" fully automated bypass gates which will allow full canal flows of up to about 4000 cfs to bypass the powerhouse in the event an emergency occurs or if the powerhouse is not operating. The bypass gates are controlled from the powerhouse control center and are capable of

AUG 28 1996

operating one full cycle using reserve accumulator storage, and are additionally backed up by batteries and an emergency standby generator. A fail-safe, stand-alone control system has been added to the bypass gate control package to allow uninterrupted irrigation flows in the unlikely event of main facility control system failure.

The powerhouse is located downstream of the dam on the south side of the existing canal. It is a 58-foot by 94-foot, climate-controlled structure of reinforced concrete which contains two turbines with a total hydraulic capacity of 3200 cfs.

Controls. The powerhouse facility control system is a microprocessing controller that continuously monitors conditions ranging from headwater level to downstream flow control. The control system regulates powerhouse output through the turbines to maintain downstream flow regulation as required. If one or more of the turbines are unavailable, the control system automatically regulates the plant bypass gates to maintain a constant downstream flow. In case of equipment failure and the inability to regulate flows through the powerhouse, the control system sends an alarm to the plant operators who can then use the dam outlet gates in conjunction with the emergency spillway to regulate reservoir level. The detailed instructions and procedures can be found in the Hazelton B and Wilson Lake (Powerplants) Operations Plan.

D. MAPS, PLANS, DRAWINGS

Attached as Exhibit A1.

II. NORMAL OPERATING PROCEDURES

A. RESERVOIR FILLING PROCEDURES

A week before releases are to be made into the canal below Wilson Lake, 300 cfs of water is released at Milner and passed through the Main Canal to fill Wilson Lake. The elevation gage is monitored twice daily until Wilson Lake is one-half foot from the normal maximum water surface elevation. Water is then released from Wilson Lake at 300 cfs to start filling the canal system. After three days, 500 cfs is released from Milner and Wilson Lake until water demands downstream are met. Water released from Milner will be more than from Wilson Lake, until the lake reaches normal maximum water surface elevation. During the irrigation season, water is ordered in or out twice a day according to irrigation demands. Wilson Lake is maintained at the normal maximum water surface elevation throughout the irrigation season. Water is released from Milner to Wilson Lake in late March or early April.

MAINTENANCE

AUG 28 1988

B. RESERVOIR EMPTYING PROCEDURES

Wilson Lake is kept full during irrigation season. After the stock water run, diversions from Milner Dam are halted and Wilson Lake is allowed to run 200 to 300 cfs until the Lake is drawn down to the elevation needed for maintenance work. Occasionally, the lake will be drawn down until no water passes the gates in the dam. Water is stopped from Milner usually late October or early November.

C. SPECIAL PROCEDURES

Occasionally, powerplant operating personnel may be required to act responsibly to a situation which is not specifically covered in the detailed powerplant operation and maintenance procedures. At all times, personnel are expected to use their best judgement to ensure the safety and well being of the public. The order of importance of considerations when making independent decisions is, with the most important being listed first:

- Personnel safety
- Protection of irrigation canal facilities
- Protection of powerplant facilities
- Maintenance of canal flow for irrigation use

D. NORMAL OPERATING PROCEDURES

The canal company controls the lake level daily or more often as required. This is accomplished by canal company regulation of the flow diverted into the canal at the Main Diversion structure at Milner Dam and by setting the flow to be released from the powerplant.

III. PROJECT MONITORING AND DATA REPORTING

A. ITEMS REQUIRING SITE CHECKS AND FREQUENCY OF SITE VISITS REQUIRED.

Staff gages are read twice a day, both above and below Wilson Lake Dam.

Site inspections are made daily by the powerplant operators of the power canal embankments, and the safety cable and warning sign at the power canal entrance.

Monuments are provided in the crest of the dam to check for movement. The attached Exhibit B shows the monument coordinates after the rockfill placement.

Dam inspection are made yearly, checking the following details Exhibit C, using check list Exhibit D.

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AUG 28 1960

B. OPERATING LOG

A daily log sheet of all the staff gage stations above and below Wilson Lake are reported by 7:00 AM and 4:30 PM. Water release changes are made at this time. Increased or decreased water delivery demands are compensated for twelve hours before needed at Wilson Lake. Changes then can be made at the different head works on the Main Canal to meet water demands. Sheets are listed as Exhibit E. Historically, flows vary on irrigation demands from 300 cfs to 3000 cfs.

IV. EMERGENCY NOTIFICATION AND COMMUNICATION PROCEDURES

A. GENERAL

The following emergency notification procedures are to aid the damtender in determining what immediate actions to take and who to notify during an emergency situation or unusual occurrence. An unusual occurrence is defined as an event which takes place or a condition which develops which is NOT NORMALLY ENCOUNTERED in the routine operation of the dam and reservoir and which MAY ENDANGER THE DAM. An emergency is defined as a serious situation which develops suddenly and unexpectedly that endangers the structural integrity of the dam, endangers human life and downstream property, and demands immediate attention.

The damtender shall IMMEDIATELY REPORT the occurrence of emergency situations or unusual conditions to Mr. Joe Cooper, Mr. Bob Hackworth, or in their absence to Mr. Ted Diehl, who will promptly notify appropriate people and agencies in accordance with the following guidelines:

1. FAILURE OF THE DAM

If the DAM IS FAILING, downstream evacuation of the floodplain must be started IMMEDIATELY by the following procedures.

- (1) Inform one of the Wilson Lake Hydro Plant operators of the situation. The operator(s) and those persons in the residence adjacent to the plant must be the first to be advised to evacuate.
- (2) Contact Ted Diehl at 324-4810 or Robert Hackworth at 324-5186.
- (3) Inform the County Sheriff at phone number 324-8844.
- (4) Contact the Idaho Department of Water Resources Regional Dam Safety Coordinator, or, if unavailable, contact the Dam Safety Manager.

AUG 28 1986

- (5) Implement all possible efforts, if any, to reduce or minimize resulting downstream flooding. Potential methods to reduce or minimize flooding are as follows:

- Draw down reservoir by increasing reservoir outlet releases into the canal system to reduce the uncontrolled water release if the dam later fails, and to reduce forces triggering failure.
- Temporarily reduce flows from the upstream Hazelton B, Hazelton A, and Bypass hydroelectric projects in order to make reservoir drawdown more effective.
- Close diversion inlet gates at the bypass and the main diversion.

2. IMPENDING FAILURE OF DAM

If the damtending personnel suspect IMPENDING FAILURE, the following procedure must be started immediately.

(1) Contact the plant operator and inform him/her of the situation. If it is safe to occupy the plant, the powerhouse bypass gates can be used to release water. If dam failure or other flooding is likely but not imminent, the generating units should be shut down and plant flow should be maintained with the bypass gates.

(2) Contact the Idaho Department of Water Resources, Regional Dam Safety Coordinator, for an evaluation of the dam failure potential.

(3) Inspect and monitor the facilities as instructed by the Department.

(4) Maintain contact with Department personnel.

3. OTHER EMERGENCY SITUATIONS

The damtender will inspect the dam and related facilities immediately and notify the Idaho Department of Water Resources immediately if any of the following are noted:

- (1) EARTHQUAKE
- (2) FLOODING
- (3) SLUMPING OR CRACKING OF THE DAM OR ABUTMENTS
- (4) NEW SPRINGS, SEEPS, BOGGY AREAS OR INCREASED DRAINAGE

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AUG 28 1985

- (5) ABNORMAL INSTRUMENTATION READINGS
- (6) FAILURE OF APPURTENANT STRUCTURES OR OPERATING EQUIPMENT SUCH AS GATES AND OPERATORS.

B. COMMUNICATIONS LISTING

The following is a list of phone numbers for people and agencies to be contacted in case of emergency. The order in which the following persons are to be contacted is listed in section IV A 1.

Dam owner - North Side Canal Company
Joe Cooper 829-5423 work, 829-5823 home, or if unavailable, Robert Hackworth 324-2319 work, 324-5186 home, or if unavailable, Ted Diehl 324-2319 work, 324-4810 home.

Plant operators - Ida-West Operating Services Inc.
Operator, Wilson Lake Plant 829-5534, or if unavailable, Doug Kasserman 829-5401 (737-8046 pager*) or, if unavailable, Deloy Albertson 829-5344 work (737-8041 pager*), 678-8251 home, or, if unavailable, Sherry Huber 336-4254 work, 888-4247 home.

Jerome County Sheriff
324-8844

Idaho Department of Water Resources ^{COREY SKINNER}
Regional Dam Safety Coordinator, ~~Doug Jones~~, 736-3033 work,
736-4846 ~~543-8281~~ home, or, if unavailable, ~~David Hollingshead~~, Dam Safety
Manager 327-7957 work, 376-4687 home. ^{GUY PAUL}
7947 344-9124

*Paging instructions -
Dial pager number.
After the single tone, dial 7
After 4 short tones, dial 829*5534*27
Dial # (pound sign) and hang up.

V. REVISIONS AND UPDATES TO THE OPERATIONS PLAN

The Operation Plan shall be reviewed annually on or about March 1 and updated, if necessary. All revisions or updates to the plan shall be forwarded to the following persons or agencies who have of the plan:

IDWR, Dam Safety Manager, ^{GUY PAUL} ~~David Hollingshead~~, 1301 N. Orchard,
Boise ID 83705
IDWR, Regional Dam Safety coordinator, ^{COREY SKINNER} ~~Doug Jones~~, 222 Shoshone
Street East, Twin Falls Idaho 83301
North Side Canal Company, Manager Ted Diehl, 921 N. Lincoln, Jerome
Idaho 83338
North Side Canal Company, Joe Cooper, 140 N. Lenz, Hazelton, Idaho
83335

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AUG 28 1986

North Side Canal Company, Damtender, 140 N. Lenz, Hazelton, Idaho
83335

Ida-West Operating Services, Inc, Manager Operations, Sherry Huber,
P.O. Box 7867, Boise ID 83707

Ida-West Operating Services, Inc, Plant Operator, Deloy Albertson,
2832 State Highway 25, Hazelton ID 83335

The following persons have copies of the Hazelton B and Wilson Lake
(Powerplant) Operations Plan.

Ida-West Operating Services, Inc, Manager Operations, Sherry Huber,
P.O. Box 7867, Boise ID 83707

Ida-West Operating Services, Inc, Plant Operator, Deloy Albertson,
2832 State Highway 25, Hazelton ID 83335

1123-117

AUG 28 1996

EXHIBIT A

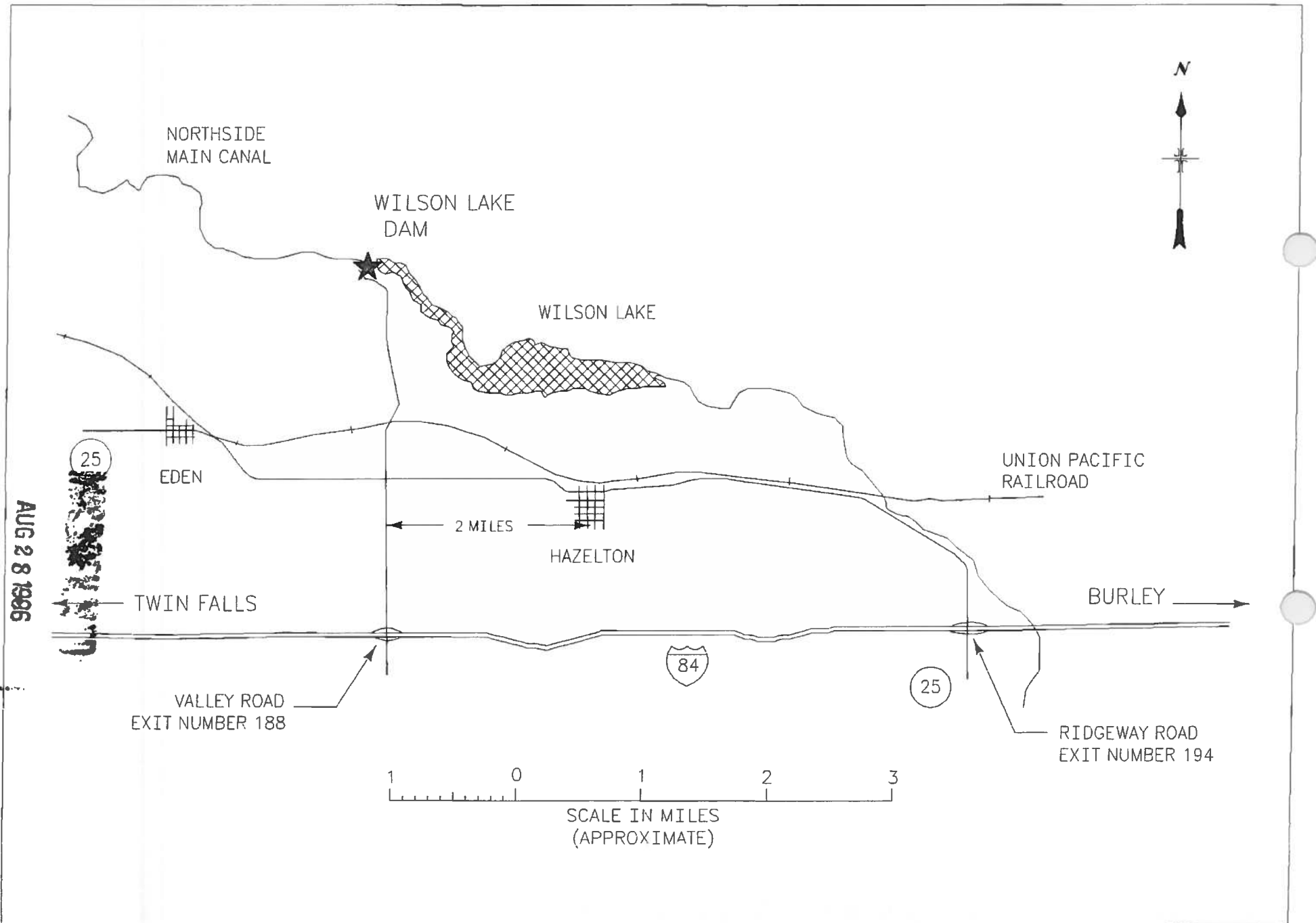


EXHIBIT B

Wilson Dam Monitoring Results
Survey Made 2/24/93

	<u>NORTHING</u>	<u>EASTING</u>	<u>ELEVATION</u>
Monument #1	50,895.700	154,016.063	4024.46
Monument #2	50,818.671	153,989.116	4023.30
Monument #3	50,766.554	153,970.755	4023.14
Monument #4	50,693.999	153,924.307	4023.47
Monument #5	50,633.863	153,864.366	4023.49
Monument #6	50,570.519	153,802.855	4023.43



AUG 28 1996

EXHIBIT C

MAINTENANCE PROCEDURES

A. BRUSH, TREES, ETC.

On a continuing basis, trees, brush and weeds growing on the dam embankments or spillways will be sprayed or removed.

B. RODENTS - BURROWING ANIMALS

On a continuing basis the dam embankment will be examined for rodents and burrowing animals. Rodents will be eradicated and their habitat destroyed.

C. DEBRIS AND DRIFTWOOD AT GATES AND SPILLWAY

On a continuing basis outlet structure and spillway gates will be monitored for debris and driftwood. Any accumulation will be promptly removed.

D. BANK SLOUGHING, SEEPS, EROSION, CRACKS & SETTLEMENT

The dam embankment will be monitored for bank sloughing, seeps, erosion from runoff or wave action, cracking and/or settlement of the embankment. Any changes of evidence of the above will be reported immediately.

E. ELECTRICAL AND MECHANICAL EQUIPMENT

Electrical and mechanical equipment shall be maintained to good working order. Mechanical equipment including motors, gear boxes and gates shall be serviced on a regular basis. At the close of each irrigation season, all gates and outlet control structures and spillways shall be operated throughout their full range. Deficiencies shall be fully repaired prior to the next irrigation season.

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EXHIBIT D

MAINTENANCE INSPECTION CHECKLIST

Dam Name _____

Date of Inspection _____

Inspector Name _____

	NO	YES	
Surface cracks	_____	_____	Contact NSCC Management
Slumping or cracking on the upstream or downstream side	_____	_____	Contact NSCC Management
Erosion from runoff, or wave action	_____	_____	Repair and stabilizer
Embankment or spillway seepage	_____	_____	Contact NSCC Management
Top of Dam Settled	_____	_____	Contact NSCC Management
Loss of Riprap	_____	_____	Contact NSCC Management
Trees, brush or burrows on Embankment	_____	_____	Clear trees and brush
Concrete deterioration or crack	_____	_____	Contact NSCC Management
Spillway blocked	_____	_____	Clean
Trash racks blocked	_____	_____	Clean
Gates not operational	_____	_____	Repair and make operational

10-10-10

2012 8 13 06

[illegible]

323

CAGE **MIXER LAKE**

WATV NO. 1

STYL-PRCS

PUMP NO. 2

15

88

6

VISION TAFE

3

PATN NO. 4

DATE NO. 5

•

2

— पिंपरी

— 323 —

22

Edl, Michele

From: Jean Jewell [Jean.Jewell@puc.idaho.gov]
Sent: Tuesday, September 08, 2015 3:42 PM
To: Edl, Michele
Subject: RE: Case IPC-E-90-21Order 23570
Attachments: Order No. 23570.pdf; Wilson-Hazelton FESA.pdf

Michele,

Attached are the documents you requested.

Thank you for your inquiry,

Jean Jewell
Commission Secretary
[Idaho Public Utilities Commission](#)
208-334-0338

From: Edl, Michele [<mailto:Michele.Edl@idwr.idaho.gov>]
Sent: Tuesday, September 08, 2015 3:13 PM
To: Jean Jewell <Jean.Jewell@puc.idaho.gov>
Subject: Case IPC-E-90-21Order 23570

Jean
I am working up the water right license for the Wilson Lake hydro facility. I believe that the Wilson Lake project and the Hazelton B project may have the same FESA. IDA West operates both projects and considers them siblings. I think the case number and approval order are those I've listed in the subject line. Could you please provide me a copy of the FESA and the approval order?
Thanks
Michele

MAR 5 1991

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**IN THE MATTER OF THE APPROVAL
OF FIRM ENERGY SALES AGREEMENTS
BETWEEN IDAHO POWER COMPANY
AND THE HAZELTON POWER COMPANY
AND BETWEEN IDAHO POWER COMPANY
AND THE WILSON POWER COMPANY**

CASE NO. IPC-E-90-21

ORDER NO. 23570

On December 23, 1990, Hazelton Power Company (Hazelton) and Wilson Power Company (Wilson) filed an Application with the Idaho Public Utilities Commission (Commission) requesting approval of Firm Energy Sales Agreements (Agreement(s)) with Idaho Power Company (IPCo; Company).

Hazelton and Wilson are wholly owned subsidiaries of Ida-West Energy Company (Ida-West) which is, in turn, a wholly owned subsidiary of IPCo. To achieve PURPA QF status, the projects will have to satisfy ownership criteria by selling a portion of the ownership and control of the facilities to a non-utility entity. This is also a requirement for interconnection under the Agreements.

The Agreement with Hazelton dated December 21, 1990, relates to the Hazelton B Project, a 7.38 megawatt hydro project located on the North Side Canal Company's main canal in the Northwest Quarter of Section 35, Township 9 South, Range 20 East, Boise Meridian, Jerome County, Idaho. The estimated average annual energy production is 26,510,000 kwh. The scheduled operation date is June 1, 1993.

The Agreement with Wilson dated December 21, 1990, relates to the Wilson Lake Hydroelectric Project, a 8.34 megawatt hydro project located on the North Side Canal Company's main canal in the Northwest Quarter of Section 24, Township 9 South, Range 19 East, Boise Meridian, Jerome County, Idaho.

The estimated average annual energy production is 27,509,000 kwh. The scheduled operation date is June 15, 1993.

The Hazelton and Wilson Agreements provide for 35 year contract terms and avoided cost rates based on the levelized avoided cost methodology and assumptions approved in Order No. 23428, Case No. IPC-E-89-11. At its option, Idaho Power may terminate the contracts at the end of the 20th, 25th, or 30th contract years; thus, the Company states, providing Idaho Power and its customers with considerable protection if it is subsequently determined that avoided costs have been significantly overstated. In the event of such early termination, any outstanding amount of overpayment attendant to front-end loading and levelized rates is forgiven.

On December 28, 1990, the North Side Canal Company (North Side) filed a letter with the Commission supporting approval of the Agreements. North Side states that the projects are environmentally benign and with Commission approval the power will not be exported out of state. North Side also states that the projects will facilitate upgrading of the North Side Canal system, which provides irrigation for 2,200 farms and 160,000 acres in Jerome, Gooding and Elmore counties.

On January 2, 1991, Idaho Power Company filed a Concurring Application with the Commission requesting approval of the Hazelton B and Wilson Lake Agreements. The Company states that development of the projects will benefit Idaho Power and its customers. The Company maintains that the Agreements were negotiated on an arm's length basis.

The Company contends that 35 year contracts are appropriate "for projects that (a) utilize renewable resources; (b) provide satisfactory engineering certification of the project's ability to operate for the full 35 year term of the

Agreement; and (c) provide security for overpayment liability for the full thirty-five years consistent with the requirements established by the Commission in Case No. U-1006-292." The Company contends that the projects under consideration meet all of these criteria.

The Company notes that because the water rights for the projects are some of the most senior water rights on the Snake River, the Agreements provide an alternative to the required purchase of low-water insurance. Instead, the projects will fund a Debt Service Reserve Account which will provide liquid funds sufficient to make debt service payment to avoid a default. A similar alternative was approved by the Commission for the Hazelton A project (Sithe Energies), also on the North Side Canal system. See Case No. IPC-E-89-2, O.N. 22326. We find the proposed alternative acceptable in this case also.

The FERC imposed construction commencement date for the Hazelton B project is August 10, 1991. It is represented that jointly developing both projects is the key to overall economic viability and that the Wilson Lake project is therefore inextricably linked to the expiration date of the Hazelton B FERC exemption.

In Order No. 23501, issued January 11, 1991, the Commission found the proposed projects themselves, on the basis of the record established to date, to be otherwise meritorious and a preferable type of generation resource.

The Commission's Order also contained the following language:

Participation by regulated utilities in the development of cogeneration and small power production projects is not to be discouraged and is, in fact, permitted by PURPA. Nonetheless, when a utility affiliate proposes to develop projects within the service territory of its utility parent and to sell the products of the project to the utility, self-dealing and additional concerns are raised. We must insure that the relationship between IPCo and its subsidiary Ida-West does not frustrate competition in the power production market and does not benefit the shareholders of IPCo at the expense of its ratepayers.

The presentation of these Agreements for approval provides the opportunity to consider these concerns in the context of a specific factual circumstance. We believe this to be a preferable course of action as opposed to a generic proceeding that would examine, in the abstract, questions of utility participation in unregulated power production.

Accordingly, before approving these Agreements, we will convene a public hearing in accordance with the schedule set forth below. The ultimate question to be decided, is whether adequate safeguards exist, or can be devised, which would permit the Commission to approve for ratemaking purposes, the payments by IPCo to Hazelton and Wilson (hereafter collectively referred to by the parent's name, Ida-West) that are contemplated by these Agreements. Issues relevant to this determination include the following:

1. Were the negotiations leading to the execution of the Agreements truly at arm's length?
2. Did Ida-West receive from IPCo any form of preference, not extended to non-affiliated developers that would tend to make it easier for Ida-West to obtain a contract than it would be for a non-affiliate?
3. Did IPCo provide to Ida-West any form of tangible or intangible assistance, such as design, engineering, property acquisition or financing, that is not provided to non-affiliates? If so, was IPCo fully compensated for these services?
4. Did Ida-West, in making business decisions associated with these projects, act independently, or were its decisions directed or controlled by persons who are also officers or agents of IPCo?
5. Was the decision to develop these projects, within the unregulated structure of Ida-West, made independently by Ida-West, or was the decision directed or controlled by IPCo?

Public hearing in Case No. IPC-E-90-21 was held in Boise, Idaho on February 15, 1991. The following parties appeared by and through their counsel of record:

Idaho Power Company	Barton L. Kline
Ida-West Energy Company	Ronald L. Williams
Hazelton Power Company	
Wilson Power Company	

Independent Energy Power
Producers of Idaho

Peter J. Richardson
John J. McFadden

Commission Staff

Scott D. Woodbury

A review of testimony and evidence adduced at hearing allows for the following assessment regarding issues raised by the Commission:

1. ARM'S LENGTH NEGOTIATIONS.

There is no reason to conclude that the contracts were negotiated in any manner other than "at arm's length". The contracts under consideration were patterned after a preexisting contract with a nonaffiliated QF, the Hazelton A Project, also located on the North Side Canal System. Tr. p. 19. The distinguishing contract terms were Agreement ¶ 3.2 QF Status (Requirement and Condition of Interconnection); ¶ 5.1 Term (35 years); ¶ 7.1 Net Firm Energy Price (35 year rates); and ¶ 5.2 Early Termination (utility option years 20, 25, 30). The Company states that all elements of the contract have either previously been offered to nonaffiliated QF developers . . . or are items that IPCo has proposed to provide to other (otherwise qualified) QF developers. Tr. p. 10.

Paragraph 3.2--QF Status.

This appears to be the first instance where IPCo has executed a contract with a QF developer prior to that developer obtaining QF status. Tr. p. 90. Coincidentally, this is also the first instance of a power purchase contract with an IPCo affiliate. Noting that QF status on a hydro project is essentially self-certification, the Company states that if it is a shift in policy (not requiring QF status (hydro) prior to signing), it is prepared to make the same offer to all. Tr. p. 90. Indeed, Ida-West although not aware of IPCo's policy or practice, agrees that there should be a consistent application of PURPA QF requirements

by IPCo. Tr. p. 237. Of note, the Company states that if public interest would be served by requiring that proposed projects demonstrate that they are QFs prior to contract execution, such a procedure would be acceptable. Tr. p. 203.

By way of historical footnote, the Commission in Order No. 19953 (September 6, 1985) established the following requirements:

1. Idaho Power Company must negotiate power sales agreements, in good faith, with potential cogenerators and small power producers that have made application for qualifying facility status or for an exemption with or obtained a preliminary permit from the Federal Energy Regulatory Commission.
2. Idaho Power Company is not required to execute any power sales agreement before qualifying status, an exemption or a license is obtained.

It is, however, to be remembered that these requirements grew out of a complaint action. Arguably the utility should not be precluded from assessing risk in the negotiation process and voluntarily entering into agreements prior to PURPA qualification. All contracts must be presented to the Commission for approval.

Paragraph 5.1—Term

Paragraph 7.1—Net Firm Energy Price.

The thirty-five year contract Term (§ 5.1) and Rates (§ 7.1) offered to Ida-West were first showcased by Idaho Power in its Petition for Reconsideration in Case No. IPC-E-89-11 filed October 24, 1990. Tr. p. 222. The offer was not made to Ida-West until November 28, 1990 (See Exh. 8). Tr. p. 23. The offer has also been made to another nonaffiliated developer. Tr. p. 108. For thirty-five year term and rate qualification, the Company requires that the project satisfy the following criteria: 1) Engineering certification-35-year life cycle, 2) -292 security, 3) renewable resource. Tr. pg. 202. Although hypothesized at hearing, we find it rather Machiavellian, without further proof, to suggest

that the 35-year rate development grew out of a need to make the Ida-West projects viable. Tr. pp. 108, 111. We do not believe that happened here.

Paragraph 5.2--Early Termination.

The utility termination option for years 20, 25 and 30 in 35-year contracts was again showcased by Idaho Power in its Petition for Reconsideration in Case No. IPC-E-89-11 filed October 24, 1990. Tr. p. 222. The offer was not made to Ida-West until November 28, 1990 (reference Exh. 8). Tr. p. 23.

As an illustration of the arm's length nature of the negotiation, Ida-West reminds the Commission that it at one point felt compelled to file a "complaint" seeking assistance in the contract negotiation process (framed as Petition for Construction of Order No. 23357). Tr. p. 17, 21, 41.

2. PREFERENCE.

Arguably the Company's willingness to sign a power purchase contract with a developer (and affiliate) who was not yet PURPA qualified could be viewed as the extension of a preference that it would not be inclined to offer to other QFs. However, other QFs, as pointed out by Ida-West, are not similarly restricted by FERC ownership criteria during the project development phase. See 18 C.F.R. §§ 292.203; 292.206. Tr. p. 237. As Ida-West contends:

requiring Ida-West to meet the 50% ownership test prior to signing a Power Sales Agreement with Idaho Power Company would tilt the level-playing field in favor of non-utility developers--no other developer is "required" to take on a 50% partner in their projects prior to interconnection . . . for the Commission to require Ida-West to take on such a partner prior to commencing development and construction activities would limit the development options of all project participants and add to the administrative burden of Ida-West in the development phase . . . and could add to the cost of developing such a project.

Idaho Power has committed itself in its dealings with Ida-West to not place itself in the position of either agreeing to concessions with Ida-West that

have not been previously agreed to with other independent developers or that the Company is not willing to make available to other developers. Tr. pp. 23, 43, 78. Accordingly, the Company, to avoid the "appearance of impropriety", is restricting contracts with Ida-West to facilities with capacities less than 10 megawatts. This enables it to utilize standard rates and terms and conditions that do not deviate substantially from numerous other contracts previously approved by the Commission. Tr. pp. 14, 81.

3. TANGIBLE OR INTANGIBLE ASSISTANCE

Although a utility affiliate, the record does not reflect that Ida-West was the beneficiary of either tangible or intangible assistance from IPCo with respect to development of the Hazelton B and Wilson Lake projects. Tr. pp. 24,25, 78. The utility states that all services provided by IPCo to Ida-West are expensed and billed to Ida-West in the current accounting period. Tr. p. 115. We note that the Company's books on affiliate transactions, however, were not audited in this case. Reference Account 417.1. Tr. p. 117. The Commission suggested that the process and procedure relating to accounting for activities performed by IPCo employees for Ida-West be reviewed. Tr. p. 125. As recommended by Staff, the transactional issues between IPCo and Ida-West are matters that can be reviewed in the subsequent rate case, together with implementation of safeguards, if required (based on audit). Tr. pp. 190, 191. The Commission also suggested that the Company consider the use of confidentiality agreements to prevent any inadvertent exchange of non-affiliate QF information to its affiliate developer. Tr. p. 221, 235.

4. INDEPENDENT DECISIONS

The record reflects that Joseph W. Marshall (Chairman of the Board and CEO of IPCo) is one of four members of the board of directors of Ida-West,

the other three being Robert V. Hansburger (past board member of IPCo), Wayne W. Anderson (President of Ida-West, retired IPCo executive, past board member of IPCo) and Kip Runyan (VP of Ida-West, prior employee of IPCo). The board members direct policy. Tr. p. 48. The wisdom of Mr. Marshall's voting and making important decisions for Idaho Power and for Ida-West on matters of potential conflict of interest was raised and discussed. Tr. pp. 47, 54, 222. Although Mr. Marshall most directly represents the sole shareholder, IPCo, Runyan assures the Commission, "I would not, however, characterize Mr. Marshall's participation as an Ida-West board member as 'directing or controlling' Ida-West business decisions associated with these two projects." Tr. p. 26.

Ida-West contends that it alone negotiated the agreement with North Side Canal Company, with no participation by IPCo, its officers or employees. Tr. pp. 16, 25. The record supports a finding that IPCo personnel are neither aware of nor consulted on the day-to-day operations and activities of Ida-West. Tr. p. 24. Ida-West contends that it acted independently at all times with respect to business decisions relating to Hazelton B and Wilson Lake; and that all engineering, financial and design functions were conducted solely by Ida-West without the knowledge or assistance of IPCo. Tr. p. 25. IPCo agrees. Tr. p. 79.

IPCo witness Packwood further assures the Commission that Mr. Marshall had no role or participation in the decision to offer the 35-year term or contract rate to Ida-West. Tr. p. 107. Mr. Marshall's continued presence on both Boards of Directors will, however, necessitate, as in this Case, a high degree of Commission scrutiny and close supervision of transactions.

5. DEVELOPMENT DECISION

The record reflects that in the mid-80s, James E. Bruce, then president of IPCo, decided after a six-month study of independent developers that it

wasn't in the best interest of IPCo, as a whole, to become directly involved in the development of independent PURPA projects. Tr. p. 33. Ida-West was subsequently developed. As part of the development package, a business plan with identified thresholds for required return on equity and financial criteria for investments was developed. Development through an unregulated subsidiary presents the shareholders with the opportunity to earn a return greater than the Commission-allowed return for the regulated utility. Tr. p. 60.

IPCo, although acknowledging that Mr. Marshall sits on the board of Ida-West, contends that Ida-West decision to develop Hazelton/Wilson Lake was neither directed nor controlled by IPCo. Tr. p. 80. We find nothing in the record to suggest otherwise.

Collateral Issues.

1. Explicit disclaimer.

IEPI requests that the Commission require IPCo to explicitly disclaim that QFs are not required to first approach Ida-West in order to obtain a firm energy sales agreement. Relevant testimony:

Q. Is it your perception that you are not on equal grounds with Ida-West?

A. I don't believe that we have any certain facts that we are not.

Tr. p. 151.

Q. Is IEPI aware of any instance where IPCo has ever attempted to induce or coerce any potential CSPP developer to use Ida-West.

A. I'm not aware of any.

Tr. p. 163.

We find that the facts do not support the need for such a disclaimer.

2. Banking projects.

A concern was expressed by IEPI that IPCo may use its affiliate to "bank" projects as a means of manipulating the 30 megawatt threshold for recalculation of the avoided cost rate. Tr. pp. 136, 236. IPCo denies such an elaborate conspiracy. Tr. p. 200. Ida-West, in response, contends that it is not acting as a "front" for IPCo. Indeed, it states that it is a viable, aggressive, independent power developer with legitimate stand-alone ability and motivation to develop QFs. Tr. p. 236. IEPI has no information to the contrary. Tr. p. 164.

The concept of the 30-megawatt IPCo trigger for recalculating avoided costs as developed in the -170 avoided cost case requires that the resource be factored in when evidenced by a signed contract. To defer the recalculation for affiliate contracts until such time as a potential QF becomes PURPA qualified (i.e., interconnection) would effectively skew the triggering mechanism and defeat its purpose. To follow such a procedure for utility affiliates and other developers who choose to defer PURPA qualification until just prior to interconnection, may result in contracts being signed for capacity greater than the 30-megawatt trigger point, at rates that should be properly adjusted down. The trigger was not devised to adjust for only PURPA resources, but also, for example, contracted conservation and utility power exchanges and purchases. Accordingly, we find that contracts with Ida-West should be viewed, for purpose of the trigger, as a reliable resource from the date of contract signing.

3. Precedential effect of contracts.

IEPI desires to establish IPCo/Ida-West's Power Purchase Agreement as precedent for all QFs. Tr. p. 136. To the extent that we approve these Agreements, they have precedential effect for otherwise similar facilities. The

record reflects, however, that no QF starts from scratch in negotiation. There is always the last, in a generation of approved contracts, to start from.

COMMISSION FINDINGS

We find that Ida-West has made the requisite persuasive showing of need and public interest benefit for this Commission to authorize thirty-five year contracts at rates extrapolated from the established rates in Order No. 23428, Case No. IPC-E-89-11. As we have previously recognized, the success and longevity of hydropower projects in this state are well known. Reference Case No. UPL-E-89-10, O.N. 23155. The reliability of the projects under consideration is further enhanced by compliance with the -292 Security Order and positioning on the North Side Canal System. We also find that the utility option to terminate at years 20, 25 and 30 provides an additional safeguard.

The Commission further finds that the Agreements, as signed and submitted by the parties, contain avoided cost rates in substantial conformity with applicable Commission orders. The terms of the agreements are reasonable and we approve them. We also approve payments made under the Agreements as prudently incurred expenses for ratemaking purposes.

We find that these transactions, as represented and structured, neither frustrate competition in the power production market nor benefit the shareholders of IPCo at the expense of its ratepayers. As indicated above, we encourage the Company to review its accounting procedures and policy for affiliate transactions and control of information. We further anticipate that the entities, cognizant of their relationship, will studiously avoid even the semblance of impropriety in their transactions.

The Commission reminds the parties that jurisdiction may not be conferred on the Commission by contractual stipulation. The authority and

jurisdiction of the Commission is restricted to that expressly and by necessary implication conferred upon it by enabling statutes. The nature and extent of Commission jurisdiction to resolve actual disputes will be determined by the Commission on an individual case-by-case basis. (Reference: Agreement, ¶ 21.1, Disputes; ¶6.5.2 Capacity Exceeding 10 mw.)

CONCLUSIONS OF LAW

I

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

II

The Idaho Public Utilities Commission has authority under the Public Utility Regulatory Policies Act (PURPA) and implementing regulations of the Federal Energy Regulatory Commission (FERC) to set avoided costs, to order electric utilities to enter into fixed term obligations to purchase energy from small power producers and to implement FERC rules. PURPA Sections 210, 210A, 210F, 16 U.S.C.A. §§ 824-A-3, 824-A-3(a)(f); *Afton Energy Inc. v. Idaho Power Company*, 107 Idaho 781, 693 P.2d 427.

O R D E R

In consideration of the foregoing and as more particularly described above and as so qualified, IT IS HEREBY ORDERED that the Firm Energy Sales Agreements submitted in this proceeding between Idaho Power Company and the Wilson and Hazelton Power Companies be and the same are hereby approved.

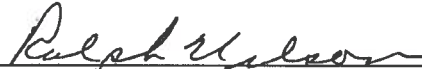
THIS IS A FINAL ORDER. Any person interested in this Order (or in issues finally decided by this Order) or in interlocutory Orders previously issued in this Case No. IPC-E-90-21 may petition for reconsideration within twenty-one

(21) days of the service date of this Order with regard to any matter decided in this Order or in interlocutory Orders previously issued in this Case No. IPC-E-90-21. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. See *Idaho Code* § 61-626.

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho, this 5th day of March 1991.



DEAN J. MILLER, PRESIDENT



RALPH NELSON, COMMISSIONER



MARSHA H. SMITH, COMMISSIONER

ATTEST:



MYRNA J. WALTERS, SECRETARY

SW:nh/O-1311



IDAHO
PUBLIC UTILITIES
Commission

Cecil D. Andrus, Governor

Statehouse, Boise, Idaho 83720-6000

Marsha H. Smith, President
Dean J. (Joe) Miller, Commissioner
Ralph Nelson, Commissioner

January 6, 1992

Mr. Bart L. Kline
Legal Department
Idaho Power Company
P O Box 70
Boise ID 83707-0070

Mr. Ron Williams
Eberle Berlin Kading et al
PO Box 1368
Boise, ID 83701-1368

Gentlemen:

On March 5, 1991, this Commission issued Order No. 23570 in Case No. IPC-E-90-21. Said Order approved the Firm Energy Sales Agreements submitted in that proceeding between Idaho Power Company and the Wilson and Hazelton Power companies.

A recent review of that file revealed that we did not at the mailing of the order, stamp approve and mail to the parties, copies of the Agreements.

Enclosed is a stamp-approved copy of the Idaho Power/Hazelton B and the Idaho Power/Wilson Lake Hydro Agreements, for your files.

Sincerely,

Myrna J. Walters
Commission Secretary

1272C

Myrna J. Walters
Myrna J. Walters,
Commission Secretary

FIRM ENERGY SALES AGREEMENT

BETWEEN

IDAHO POWER COMPANY

AND

WILSON LAKE HYDRO

TABLE OF CONTENTS

<u>Article</u>	<u>TITLE</u>	<u>Page</u>
1	Definitions	2
2	No Reliance on Idaho Power	4
3	Warranties	5
4	Conditions to Interconnection	6
5	Term, Early Termination and Operation Date	11
6	Purchase and Sale of Net Firm Energy	12
7	Purchase Price and Method of Payment; Adjustment of Purchase Price	15
8	Facility and Interconnection	16
9	Disconnection Equipment	17
10	Metering	19
11	Records	20
12	Protection	20
13	Operations	21
14	Indemnification and Insurance	23
15	Land Rights	27
16	Force Majeure	29
17	Liability and Dedication	30
18	Several Obligations	31
19	Waiver	31
20	Choice of Laws	31
21	Disputes, Default, Notice and Liquidated Damages	31
22	Governmental Authorization	39
23	Commission Order	39
24	Successors and Assigns	40
25	Modification	40
26	Taxes	40
27	Notices	40
28	Additional Terms and Conditions	41
29	Entire Agreement - Signatures	41
	Appendix A	43
	Appendix B	51
	Appendix C	56
	Appendix D	57
	Appendix E	58
	Appendix F	60

Facility No: 31715141
Project: Wilson Lake Hydro
Less Than 10 MW
Renewable Resource
Engineering Certificate Rate

FIRM ENERGY SALES AGREEMENT

THIS AGREEMENT, entered into on this 21st day of December, 1990, is between WILSON POWER COMPANY, an Idaho corporation hereinafter referred to as "Seller", and IDAHO POWER COMPANY, an Idaho corporation hereinafter referred to as "Idaho Power" hereinafter sometimes referred to collectively as "Parties" or individually as "Party."

W I T N E S S E T H:

WHEREAS, Seller plans to construct, own and operate an electric generation facility; and

WHEREAS, Seller wishes to sell, and Idaho Power is legally obligated to purchase firm electric energy from that electric generation facility; and

WHEREAS, the electric generation facility utilizes a renewable resource as its fuel source and Seller will obtain acceptable certification that the electric generation facility will be constructed and operated in a manner that will enable the electric generation facility to operate for the full thirty-five year term of this Agreement.

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 "Annual Net Firm Energy" - The amount of Net Firm Energy Seller estimates it will deliver to Idaho Power at the Point of Delivery during each Contract Year.

1.2 "Commission" - The Idaho Public Utilities Commission.

1.3 "Contract Year" - The period commencing each calendar year on the same calendar date as the Operation Date and ending 364 days thereafter.

1.4 "Designated Dispatch Facility" - Idaho Power's Boise Bench System Dispatch Center.

1.5 "Disconnection Equipment" - Any device or combination of devices by which Idaho Power can manually and/or automatically interrupt the flow of energy from the Seller to Idaho Power's system, including enclosures or other equipment as may be required to ensure that only Idaho Power will have access to the devices.

1.6 "First Energy Date" - The date when the Seller begins delivering energy to Idaho Power's system.

1.7 "Facility" - That electric generation facility described in Appendix B of this Agreement.

1.8 "Interconnection Facilities" - All facilities which are reasonably required by Prudent Electrical Practices and the National Electric Safety Code to interconnect and to allow the delivery of energy from the Seller's electric generation plant to Idaho Power's system including, but not limited to, Special Facilities, Disconnection Equipment and Metering Equipment.

1.9 "Losses" - The loss of energy occurring as a result of the transformation and transmission of energy between the Facility and the Point of Delivery.

1.10 "Metering Equipment" - Equipment required to measure, record or telemeter power flows between the Seller's electric generation plant and Idaho Power's system.

1.11 "Net Firm Energy" - The electric energy produced by the Facility, less Station Use and less Losses, expressed in kilowatt hours ("kWh"), which Seller commits to deliver to Idaho Power at the Point of Delivery on a long-term average basis for the full term of the Agreement.

1.12 "Operation Date" - The day commencing at 0001 hours Mountain Time, following the day on which the Facility demonstrates that it has been completed and reached a degree of reliability such that it is capable of delivering Net Firm Energy continuously into Idaho Power's system.

1.13 "Point of Delivery" - The location specified in Appendix B, where Idaho Power's and Seller's electrical facilities are interconnected.

1.14 "Prudent Electrical Practices" - Those practices, methods and equipment that are commonly and ordinarily used in electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.

1.15 "Scheduled Operation Date" - The date specified in Appendix B when Seller anticipates achieving the Operation Date.

1.16 "Schedule 72" - Idaho Power's Tariff No 101, Schedule 72 or its successor schedules as approved by the Commission.

1.17 "Season" - The three time periods identified in Article VI.

1.18 "Seasonal Net Firm Energy" - The amount of Net Firm Energy Seller estimates it will deliver to Idaho Power at the Point of Delivery during each Season.

1.19 "Special Facilities" - Additions or alterations of transmission and/or distribution lines and transformers to safely interconnect the Seller's electric generation plant to the Company's system.

1.20 "Station Use" - Electric energy which is used solely to operate the Facility's equipment which is auxiliary or directly related to the production of electricity and which, but for the generation of electricity, would not be consumed by Seller.

1.21 "Surplus Energy" - Electric energy which is delivered and accepted prior to the Operation Date or which Seller does not commit to provide on a long-term average basis for the full term of the Agreement.

ARTICLE II: NO RELIANCE ON IDAHO POWER

2.1 Seller Independent Investigation - Except for the Disconnection Equipment and any other facilities exclusively within the control of Idaho Power, Seller warrants and represents to Idaho Power that in entering into this Agreement and the undertaking by Seller of the obligation 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 - Except for the Disconnection Equipment and any other facilities within the exclusive control of Idaho Power, 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 prior to interconnection with Idaho Power the Facility will be a "qualifying facility," as that term is used and defined in 18 CFR, Part 292. 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 initially obtain or maintain qualifying facility status will be a material breach 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 INTERCONNECTION

4.1 Prior to the First Energy Date and as a condition of interconnection with Idaho Power, 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 those licenses, permits or approvals specified in Appendix C.

4.1.2 Submit to Idaho Power an opinion of counsel signed by an attorney admitted to practice and in good standing in the State of Idaho certifying as follows:

(1) That Seller has obtained the necessary licenses, permits and approvals required by paragraph 4.1.1;

(2) That the attorney has reviewed the approved Permit to Appropriate Water referred to in Appendix C;

(3) That downstream of the Facility, there are existing, non-condemnable senior water rights sufficient to ensure the availability of the water rights applied for in the Permit to Appropriate Water referred to in Appendix C;

(4) That the non-condemnable water rights described in (3) above are senior to the Facility's requested water rights and are not dependent on inflows below Seller's Point of Diversion specified in the Permit to Appropriate Water referred to in Appendix C.

(5) That the attorney has read Commission Order No 21690 and it is his legal opinion that Seller possesses water rights that do not require the application by Idaho Power of the "K" factor described in said Order.

4.1.2.1 The opinion of counsel required in 4.1.2 above 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.

4.1.3 Make payment to Idaho Power for all costs of Disconnection Equipment, Metering Equipment and Special Facilities as provided for in Schedule 72 and Appendix B of this Agreement;

4.1.4 Obtain written acceptance from Idaho Power as provided in paragraph 8.3;

4.1.5 Submit written proof to Idaho Power of all insurance required in Article XIV;

4.1.6 Demonstrate to Idaho Power's satisfaction that Seller's Facility has been completed, and is capable of operating safely to commence deliveries of electric energy into Idaho Power's system;

4.1.7 Demonstrate to Idaho Power's satisfaction that the Seller has established a maintenance escrow account in a form and with an escrow manager which complies with Commission Order Nos 21690 and 21800. Said maintenance escrow account shall be structured and funded as follows:

4.1.7.1 The escrow instructions establishing the maintenance escrow account will provide that the funds in the maintenance escrow account will be prudently invested and that all costs of implementing and operating the maintenance escrow account shall be paid by the Seller. All interest earned on the funds on deposit will be retained in the maintenance escrow account. At the end of the

term of this Agreement, any balance remaining in the maintenance escrow account shall be the property of the Seller.

4.1.7.2 Within sixty (60) days after the completion of each Contract Year, the Seller will deposit cash in the maintenance escrow account in an amount equal to two percent (2%) of the Facility's estimated gross income for the ensuing Contract Year, less an amount equal to the Facility's actual maintenance, repair and replacement expense (maintenance expenses) incurred during the prior Contract Year.

4.1.7.3 At the time Seller makes the deposit described in paragraph 4.1.7.2, Seller will provide both the escrow manager and Idaho Power with a report prepared by Seller's outside accountants showing the prior Contract Year's actual maintenance expenses, identified by appropriate FERC maintenance account number, and the estimate of the Facility's gross income for the ensuing Contract Year used to compute the deposit amount, together with documentation supporting that estimate of gross income.

4.1.7.4 If at any time it appears that the maintenance expense for that Contract Year will exceed two percent (2%) of the Facility's estimated gross income for that Contract Year, the Seller may request that the escrow manager release funds from the maintenance escrow account in an amount sufficient to pay the anticipated additional maintenance expenses. The request must include documentation supporting the Seller's projection of excess maintenance expense, identified by appropriate FERC maintenance account number, and such documentation shall be submitted to both the Escrow Manager

and Idaho Power. Following receipt of the request and documentation, the Escrow Manager, shall, within five working days, release the required funds to Seller.

4.1.7.5 At the end of each Contract Year, Seller will provide Idaho Power with evidence of compliance with the maintenance escrow account requirements set out in this Agreement and Commission Order Nos 21690 and 21800. This evidence of compliance will be provided in a manner and form acceptable to Idaho Power. The maintenance escrow fund will be subject to the lien rights described in 4.1.8 below.

4.1.8 Provide Idaho Power with acceptable security for Seller's default under this Agreement. Acceptable security will conform to Commission Order Nos 21690 and 21800 and may include, but will not be limited to, title insurance, security interests in the real property associated with the Facility, equipment, fixtures, contracts, permits, the FERC license or exemption from licensing, water rights, including evidence of conforming third party downstream water rights, easements, rights-of-way, funds held in escrow in which Seller has an interest and that relate to the operation of the Facility, and other reasonable security arrangements consistent with the Facility's financing and ownership arrangements.

4.1.8.1 Idaho Power's security interests will be superior and senior to all liens other than the first mortgage lien and other security interests permitted in accordance with paragraphs 4.1.8.2.

4.1.8.2 If Seller desires to incur a first mortgage lien and other security interests that will be superior to Idaho Powers

security interests in the Facility, at least twenty-one (21) days prior to their execution Seller will provide Idaho Power with draft copies of the deeds of trust, mortgages and other security agreements that will be used to secure such first lien. Upon their execution Seller will provide Idaho Power with copies of the executed first lien documents. The executed first lien documents shall not be assigned, amended, modified, or extended, and no replacement or refinancing of any nature shall be undertaken, without Idaho Power's prior written consent which consent will not be unreasonably withheld. Seller has advised Idaho Power it intends to secure the loan used to finance the Facility by pledging both the assets of the Facility and the assets of the Wilson Lake Facility on a joint and several basis (cross-collateralization). In no event will the amount of the cross-collateralized first mortgage lien on the Facility and the Hazelton B Facility exceed \$20,000,000. The amount of any refinanced or replaced first lien shall not exceed the unpaid balance of the cross-collateralized lien they replace.

4.1.8.3 Other than the first mortgage liens permitted herein, Seller will not allow any liens or encumbrances of any nature whatsoever to be placed on the Facility. If any unpermitted lien or encumbrance is placed on the Facility, Seller will provide Idaho Power with a bond, insurance or other security acceptable to Idaho Power in an amount sufficient to secure the full discharge of such lien or encumbrance.

4.1.8.4 If, after the initial first lien has been established, Seller desires to assign, replace or refinance said

first lien, Seller will reimburse Idaho Power for the out-of-pocket costs Idaho Power incurs for document review and revision including any consents to assignment or subordination agreements that Seller requests from Idaho Power. Idaho Power's out-of-pocket costs will include but not be limited to filing fees, title insurance premiums, and fees of legal counsel.

4.1.9 Obtain written confirmation from Idaho Power that all conditions to interconnection have been fulfilled. Such written confirmation shall not be unreasonably withheld by Idaho Power.

ARTICLE V: TERM, EARLY TERMINATION AND OPERATION DATE

5.1 Term - Except as provided in paragraph 5.2 and Article XXIII, this Agreement shall become effective on the date first above written, and shall continue in full force and effect for a period of thirty-five (35) Contract Years.

5.2 Early Termination - At its option Idaho Power may terminate this Agreement at the end of the twentieth, twenty-fifth, or thirtieth Contract Years. This option to terminate can only be exercised by giving Seller written notice of termination prior to the beginning of the twentieth, twenty-fifth, or thirtieth Contract Years. Early termination under this paragraph is not a default and does not constitute a permanent curtailment under paragraph 21.3.1.

5.3 Operation Date - The Operation Date may occur only after Seller has achieved the First Energy Date, and the necessary degree of completion and reliability has been demonstrated to Idaho Power's satisfaction, and Idaho Power has confirmed that satisfaction in writing. Seller shall have the duty

to obtain that confirmation and it will not be unreasonably withheld by Idaho Power. Prior to the Operation Date, Seller must provide the following:

(1) As-built drawings of the Seller-furnished interconnection equipment, and

(2) Executed Certification of Design Engineer, Engineer's Certification of Design & Construction Adequacy, and Engineer's Certification of Operations and Maintenance Policy as described in Commission Order No 21690. These certificates will be in the form specified in Appendix F, but may be modified to the extent necessary to recognize the different engineering disciplines providing the certificates.

ARTICLE VI: PURCHASE AND SALE OF NET FIRM ENERGY

6.1 Delivery and Acceptance of Net Firm Energy - Except when either Party's performance is prevented by events of force majeure (Article XVI) or otherwise excused as provided herein, Seller will sell and Idaho Power will purchase all of the Net Firm Energy and Surplus Energy produced by the Facility and delivered by Seller to the Point of Delivery.

6.2 Seasonal Net Firm Energy Amounts - Based on long-term historical water flow records and average long-term average energy production estimates based thereon, Seller estimates that it can deliver Net Firm Energy in the following monthly amounts:

Season 1	March	25,000	kWh
	April	1,671,000	kWh
	May	4,502,000	kWh
Season 2	June	4,919,000	kWh
	July	5,673,000	kWh
	August	5,262,000	kWh
	September	3,792,000	kWh

Season 3	October	1,486,000	kWh
	November	179,000	kWh
	December	0	kWh
	January	0	kWh
	February	0	kWh

6.3 Annual Net Firm Energy Amount - The Annual Net Firm Energy shall be 27,509,000 kWh and shall be the sum of the three Seasonal Net Firm Energy amounts Seller specified above. For purposes of assuring that the liquidated damages in Article XXI are accurately computed, at Idaho Power's option the Annual Net Firm Energy amount may be adjusted based on the actual performance of the Facility.

6.4 Normal Water Conditions - The Net Firm Energy amounts Seller has estimated it can supply are based upon the anticipated long-term average water flows at the Facility. The Parties have reviewed these anticipated water flows, Seller's water right filings and the water records supporting those projected water flows and have agreed that, for purposes of this Agreement, the projected water flows used to calculate the Annual Net Firm Energy amount in paragraph 6.3 are reasonable and shall constitute the water flows available to the Facility under "normal" water conditions. No later than one hundred twenty (120) days after the Operation Date, Seller will install such water flow measuring equipment as is reasonably required to permit the Parties to monitor the water flows at the Facility site. Seller will operate and maintain this water flow measuring equipment and will perform such other water flow analyses as may be required to carry out the provisions of Article XXI.

6.5 Net Firm Energy Changes -

6.5.1 Increased Generation Capability - If, at any time during the term of this Agreement, as a result of some action by Seller, i.e. procurement

of additional long-term water supplies or improvements to the efficiency of the installed generating equipment, Seller intends to permanently increase the amount of Annual Net Firm Energy from the Facility above the amount specified in paragraph 6.3 above, Seller will promptly notify Idaho Power of that intent. If Idaho Power concurs that Seller is capable of actually providing such increased Net Firm Energy, Idaho Power will have the option to purchase this increased amount of Net Firm Energy in accordance with either of the following alternatives: (1) the purchase will be under the same terms and conditions of this Agreement except that the rate for the incremental increase of Net Firm Energy shall not be the rate in paragraph 7.1 of this Agreement, but instead will be priced at the appropriate firm energy rate in effect at the time of such increase; or (2) the purchase will be made under a separately negotiated agreement. The choice of purchase alternative will be Idaho Power's.

6.5.2 Subsequent Determination that Facility Capacity Exceeds Ten Megawatts - Cogeneration and small power production facilities with a generating capacity larger than 10 megawatts ("MW") are not legally entitled to the rates, terms and conditions contained in this Agreement. The rates, terms and conditions contained in this Agreement are premised on Seller's representation that the capacity of the Facility is not larger than 10 MW. If, at any time, Idaho Power determines that the Facility's capacity exceeds 10 MW, Idaho Power will notify Seller and will file a petition requesting that the Commission determine the actual capacity of the Facility and determine whether or not the rates, terms and conditions should be modified.

If the Commission determines that the Facility's capacity exceeds 10 MW, then this Agreement will be amended in accordance with the Commission's order.

ARTICLE VII: PURCHASE PRICE AND METHOD OF PAYMENT;
ADJUSTMENT OF PURCHASE PRICE

7.1 Net Firm Energy Purchase Price - The price to be paid to Seller for Net Firm Energy will be the sum of the following payments:

7.1.1 Base Payment -

Season 1	36.83 Mills/kWh
Season 2	60.13 Mills/kWh
Season 3	50.11 Mills/kWh

7.1.2 Adjustable Payment - In addition to the base payment specified in paragraph 7.1.1, Idaho Power shall pay to Seller an adjustable payment which shall be established by the Commission and subject to change pursuant to Commission Order effective on June 1 of each year during the term of this Agreement. While the parties do not know what the adjustable payment amount will be as of the Operation Date under this Agreement, the parties acknowledge that the adjustable payments as of the date of the signing of the Agreement are as follows:

Season 1	6.45 Mills/kWh
Season 2	10.54 Mills/kWh
Season 3	8.78 Mills/kWh

7.2 Surplus Energy Purchase Price - Surplus Energy will be purchased at the non-firm avoided energy rate computed in accordance with Option B in Idaho Power's Tariff 101, Schedule 86 or its successor schedules as approved by the Commission.

7.3 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 Comm'n and Afton Energy, Inc., 107 Idaho 781, 693 P2d 427 (1984), Idaho Power Company v. Idaho Public Utilities Comm'n, 107 Idaho 1122, 695 P2d 1261 (Idaho 1985), Afton Energy, Inc. v. Idaho Power Company, 111 Idaho 925, 729 P2d 400 (1986), Section 210 of the Public Utilities Regulatory Policies Act of 1978 and 18 CFR §292.303-308.

ARTICLE VIII: FACILITY AND INTERCONNECTION

8.1 Design of Facility - Seller shall design, construct, install, own, operate and maintain the Facility. The Facility shall be designed and constructed so as to allow safe, reliable delivery of electric energy to Idaho Power's system.

8.2 Interconnection Facilities - Except for the Special Facilities, metering and telemetry equipment and Disconnection Equipment specified in Appendix B, Seller shall construct, install, own, and maintain all Interconnection Facilities. Seller recognizes that Idaho Power will file Schedule 72 with the Commission in the near future. Seller agrees that if Schedule 72 is finally approved by the Commission, Schedule 72 will be integrated into this Agreement and will supersede the O&M charges specified in Appendix B and any other applicable terms and conditions contained in this Agreement. Seller will pay all costs of interconnecting the Facility with Idaho Power.

8.3 Idaho Power Review - To assure the Facility and Seller-furnished Interconnection Facilities are of suitable size and are compatible with Idaho Power's system, Seller shall submit the designs, plans, specifications and performance data for the Facility and Seller-furnished Interconnection Facilities to Idaho Power for review. Idaho Power shall, in writing and in

conformance with paragraph 4.1.4, notify Seller of its acceptance and confirmation of system compatibility or conversely, notify Seller, in writing, of any changes which, consistent with Prudent Electrical Practices, Idaho Power determines are necessary to assure the safe delivery of electric energy from the Facility to Idaho Power's system.

ARTICLE IX: DISCONNECTION EQUIPMENT

9.1 Disconnect Equipment - Idaho Power will, at Seller's expense, provide, own, operate, and maintain all Disconnection Equipment. At Seller's request, Idaho Power will provide Seller with the general specifications and an itemization by category of the costs of such Disconnection Equipment. Idaho Power will establish the settings of Disconnection Equipment to disconnect automatically from the Facility for the protection of Idaho Power's system and personnel consistent with Prudent Electrical Practices. Upon Seller's request, Idaho Power will notify Seller as to the original setting and any adjustments thereof. Except as otherwise required by Prudent Electrical Practices, Disconnection Equipment will be designed so that the closure of any breaker or other disconnecting device which connects the Facility to Idaho Power's system shall be controlled by equipment which will perform the following:

(1) Automatically monitor the status of the electrical system on Idaho Power's side of the disconnecting device; as to voltage and frequency; and

(2) Prohibit closure or reconnection until voltage and frequency have been within approved limits for a continuous period of not less than five (5) minutes; and

(3) Operate so that if Idaho Power's system is de-energized within sixty (60) seconds after closure of the disconnecting device, the disconnecting device will immediately open and not close again until it has been manually reset and/or Idaho Power can safely reclose the Disconnecting Equipment.

9.2 Security of Disconnect Equipment - The Disconnection Equipment will be located in an enclosure secured by a lock or otherwise secured in a manner designed to ensure that only Idaho Power's authorized personnel will have access to the disconnecting devices.

9.3 Remote Disconnection - Other Disconnection Equipment, including equipment which will provide Idaho Power's operating personnel with the ability to remotely control and monitor the status of the breaker or other disconnecting device by radio or hard-wire circuit between the Facility and the Designated Dispatch Facility may be specified by Idaho Power when, in Idaho Power's reasonable judgment, such equipment is required by Prudent Electrical Practices. Seller recognizes that such remote control equipment may not initially be required by Idaho Power, but at such time as operating conditions on Idaho Power's system dictate, Idaho Power will install this remote control equipment at Seller's expense. If Seller disputes Idaho Power's determination that the installation of such remote Disconnection Equipment is required, such dispute shall be submitted to the Commission for resolution.

9.4 Interference with Disconnection Equipment - If Seller attempts to modify, adjust or otherwise interfere with the Disconnection Equipment or its enclosure, such action shall constitute an event of default pursuant to Article XXI.

ARTICLE X: METERING

10.1 Metering and Telemetry - Idaho Power shall, for the account of Seller, provide, install, and maintain required Metering Equipment to be located at a mutually agreed upon location to record and measure power flows to Idaho Power in accordance with the standards set forth in Appendix A of this Agreement. If required by Idaho Power, metering will also include measurement of kilovar-hours in a manner agreed to by both Parties. All Meter 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 point of metering 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.

10.2 Meter Inspection - Idaho Power shall inspect and test all meters upon their installation and at least once every four (4) years thereafter. 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 the Seller requested the test which established the inaccuracy of the meter; or (2) six (6) months.

10.3 Telemetry - Consistent with Appendix A of this Agreement, Idaho Power will install, operate and maintain at Seller's expense metering, communications and telemetry Metering Equipment which will be capable of providing Idaho Power with continuous instantaneous telemetry of Seller's net generation to Idaho Power's Designated Dispatch Facility.

ARTICLE XI: RECORDS

11.1 Maintenance of Records - Seller shall maintain at the Facility or such other location mutually acceptable to the Parties, adequate metering and related power production records, in a form and content recommended by Idaho Power.

11.2 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 such metering and related power production records pertaining to Seller's account.

ARTICLE XII: PROTECTION

12.1 Seller shall construct, operate and maintain the Facility and Seller-furnished Interconnection Facilities in accordance with Appendix A, Prudent Electrical Practices, the National Electrical Code, the National

Electrical Safety Code and any other applicable local, state, and federal codes. 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 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 13.8. 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 XIII: OPERATIONS

13.1 Emergency Conditions - Seller agrees that in the event of and during a period of a shortage of power on Idaho Power's system as declared by Idaho Power in its reasonable discretion, Seller shall, at Idaho Power's request and within the limits of reasonable safety requirements as determined by Seller, use its best efforts to provide the requested energy, and shall, if necessary, delay any scheduled shutdown of the Facility.

13.2 Communications - Idaho Power and Seller shall maintain appropriate operating communications through Idaho Power's Designated Dispatch Facility, and Seller shall report to Idaho Power at the times and in the manner set forth in Appendix A of this Agreement.

13.3 Energy Acceptance - Idaho Power shall be excused from accepting and paying for Net Firm Energy delivered by Seller to the Point of Delivery under the following circumstances:

13.3.1 If it is prevented from doing so by an event of force majeure.

13.3.2 If Idaho Power determines that curtailment, interruption or reduction of Net Firm Energy deliveries is necessary because of line construction or maintenance requirements, emergencies, 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 Firm 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 Firm Energy at a rate determined by dividing the monthly Net Firm Energy amount specified in paragraph 6.2 for the month in which the interruption or curtailment began by the number of hours in that month. Idaho Power will notify Seller when the interruption, curtailment or reduction is terminated.

13.4 Voltage Levels - Seller shall use its best efforts to minimize voltage fluctuations and to maintain voltage levels acceptable to Idaho Power. Idaho Power may, upon one hundred eighty (180) days' notice to 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.

13.5 Generator Ramping - Idaho Power shall have the right to specify the rate that generation is changed at startup, during normal operation or following reconnection to Idaho Power's system. Generation ramping may be required to permit Idaho Power's voltage regulation equipment time to respond to changes in power flow.

13.6 Scheduled Maintenance - On or before January 1 of each year, Seller shall submit a proposed maintenance schedule for that year and Idaho Power and Seller shall mutually agree as to the acceptability or unacceptability of the proposed date(s). The Parties' determination as to the acceptability of Seller's timetable for scheduled maintenance will take into consideration Prudent Electrical Practices and neither Party shall unreasonably withhold its acceptance of the proposed date for scheduled maintenance.

13.7 Maintenance Coordination - The Parties shall, to the extent practical, coordinate their respective line and Facility maintenance schedules such that they occur simultaneously.

13.8 Contact Prior to Curtailment - Idaho Power will make a reasonable attempt to contact Seller prior to exercising its rights to curtail, interrupt or reduce deliveries from Seller. Seller understands that in the case of emergency circumstances, no notice will be given to Seller prior to interruption, curtailment, or reduction.

ARTICLE XIV: INDEMNIFICATION AND INSURANCE

14.1 Indemnification - Each Party shall agree to hold harmless and to indemnify the other Party, its officers, agents, and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying Party's

construction, ownership, operation or maintenance of, or by failure of, any of such Party's works or facilities used in connection with this Agreement. The indemnifying Party shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying Party shall pay all costs that may be incurred by the other Party in enforcing this indemnity.

14.2 Insurance - During the term of this Agreement, Seller shall secure and continuously carry the following insurance coverages:

14.2.1 Comprehensive General Liability Insurance for both bodily injury and property damage with limits equal to fifteen percent (15%) of the total cost of the Facility, or \$1,000,000, whichever is greater, each occurrence, combined single limit. The deductible for such insurance shall not exceed one-half of one percent (0.5%) of the total cost of the Facility.

14.2.2 Property Insurance for catastrophic perils with minimum limits not less than sixty percent (60%) of the total cost of the Facility. The Property Insurance coverage will be written on a replacement cost basis and will include:

- (a) Standard fire policy.
- (b) Extended coverage endorsement.
- (c) Vandalism and malicious mischief endorsement.
- (d) Earthquake and flood insurance.
- (e) The deductible for the above property insurance coverage shall not exceed one percent (1%) of the total replacement cost of the Facility.

14.2.3 Boiler and machinery insurance with minimum limits not less than ninety percent (90%) of the total cost of the equipment covered in (a) below:

(a) All boiler and machinery coverage must be written on a "comprehensive form" basis to provide coverage against the sudden and accidental breakdown of all boilers, machinery and electrical equipment, turbines, generators, and switchgear.

(b) Coverage under this insurance must be written on a "Replacement Cost" basis.

(c) The deductible for this insurance shall not exceed two percent (2%) of the total cost of the equipment covered in (a) above.

14.2.4 Business Interruption (Loss of Income) Insurance with minimum daily limits not less than seventy-five percent (75%) of the Facility's estimated gross daily revenue and total policy limits not less than twenty percent (20%) of the Facility's estimated gross annual revenue:

(a) Coverage will include Seller's loss of earnings when business operations are curtailed or suspended because of a loss due to an insured peril. Coverage may be written on an actual loss sustained basis.

(b) This insurance coverage must be endorsed to the Property Insurance Policy and the Boiler and Machinery Insurance Policy.

(c) The deductible for this insurance coverage shall not exceed ten (10) days.

(d) Estimated gross daily revenue and estimated gross annual revenue shall be computed on the basis of the kWh production estimates contained in paragraph 6.2.

14.2.5 Low Water Insurance:

(a) Low water insurance means insurance which provides coverage for reduced project revenues resulting from reduced generation due to water flows at the project being less than the long-term average water flows established by the Parties under Paragraph 6.4.

(b) The annual policy limits shall be not less than twenty-five percent (25%) of the estimated gross annual revenue for the Facility.

(c) The deductible for this insurance coverage shall not exceed ten percent (10%) of the Facility's estimated gross annual revenue.

(d) The estimated gross annual revenue shall be computed on the basis of the kWh production estimates contained in paragraph 6.2.

14.2.6 All of the above insurance coverages shall include:

(a) An endorsement naming Idaho Power as an additional insured and loss payee as applicable;

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

(c) In the case of the insurance coverages described in subparagraphs 14.2.1, 14.2.2 and 14.2.3 above, the total cost of the Facility will include any Seller-furnished Disconnection Equipment and/or Interconnection Facilities. The total cost of the Facility and total cost of equipment will be adjusted either upward or downward to reflect the current replacement cost of the Facility or equipment. This adjustment will be based on either (1) an appraisal made by, or for, the Seller's insurance company, or (2) the Handy-Whitman Index "Cost Trends of Electric Utility Construction -- Plateau Region" -- "Hydro Production Plant" as

published by Whitman, Requardt & Associates, 2315 Saint Paul St, Baltimore, MD 21218. Such adjustment shall be made, at a minimum, every fifth Contract Year during the term of this Agreement. A copy of these computations and/or appraisals will be submitted to Idaho Power for Idaho Power's review and approval.

14.3 Seller to Provide Certificates of Insurance - As required in paragraph 4.1.5 herein and annually thereafter, Seller shall furnish Idaho Power certificates of insurance, together with the endorsements required therein, evidencing the coverages as set forth above.

14.4 Seller to Provide Copies of Policies of Insurance - Within one hundred twenty (120) days after the Operation Date, and within ninety (90) days of the effective date of any modifications to the policy, Seller will furnish to Idaho Power a certified copy of the original of each insurance policy and all endorsements for each of the insurance coverages described above. In the case of policy renewals, Seller may provide a certificate from the insurance carrier that there have been no changes to the policy in lieu of providing the required certified copy of the policy.

14.5 Seller to Notify Idaho Power of Lapse of Coverage - If any of the insurance coverages required by paragraph 14.2 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.

ARTICLE XV: LAND RIGHTS

15.1 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, Disconnection 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.

15.2 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 15.4, 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 15.4, Idaho Power shall not be required to compensate Seller for exercising its rights under this paragraph 15.2.

15.3 Joint Use of Facilities - Subject to Idaho Power's compliance with paragraph 15.4, 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 15.2, attaching Seller's Interconnection Facilities to such newly constructed facilities. Except as required by paragraph 15.4, Idaho Power shall not be required to compensate Seller for exercising its rights under this paragraph 15.3.

15.4 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 XV. Therefore, the Parties agree that the exercise by Idaho Power of any of the rights enumerated in paragraphs 15.2 and 15.3 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 XV.

ARTICLE XVI: FORCE MAJEURE

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, including but not limited to an act of God, fire, flood, explosion, strike, sabotage, an act of the public enemy, civil or military authority, court orders, laws or regulations, insurrection or riot, an act of

the elements or lack of precipitation resulting in reduced water flows for power production purposes. 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 event of 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: LIABILITY AND DEDICATION

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, nor affect the status of Idaho Power as an independent public utility corporation, or Seller as an independent individual or entity.

ARTICLE XVIII: SEVERAL OBLIGATIONS

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 XIX: WAIVER

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 XX: CHOICE OF LAWS

This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

ARTICLE XXI: DISPUTES, DEFAULT, NOTICE AND LIQUIDATED DAMAGES

21.1 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.

21.2 Default and Notice of Default - If either Party defaults in the performance of any of the terms or conditions of this Agreement, 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, then, and only then, may the nondefaulting Party pursue an action to terminate this Agreement, to specifically enforce the terms of this Agreement, or to recover damages for breach thereof. This article shall not be construed as restricting in any way Idaho Power's rights under Article XII, or paragraph A-4.1 of Appendix A to immediately interrupt flows of energy from the facility to Idaho Power's system.

21.3 Liquidated Damages - The Parties agree that the amount of the payments made to Seller are based on the Commissions determination of the value to Idaho Power of Seller's performance of its obligation to provide Net Firm Energy as set out in Article VI for the full term of the Agreement. The Parties further agree that if Idaho Power does not receive such full performance (1) Idaho Power shall be deemed damaged by reason thereof, (2) it would be impractical or extremely difficult to fix the actual damages to Idaho Power resulting therefrom, (3) the payments as provided below are in the nature of adjustments in Net Firm Energy prices and liquidated damages and not a penalty, and are a reasonable attempt by the Parties to estimate a fair compensation to Idaho Power for the reasonable losses that would result from such total or partial default. The Parties further agree that this paragraph does not constitute a waiver by either Party of their right to an award of pre and post judgement interest, costs and attorneys fees as permitted by law in any litigation arising out of this Agreement.

21.3.1 Failure to Deliver for Term of Agreement - If, at any time prior to the end of the term of the Agreement, Seller permanently

curtails in whole or in part its long-term average deliveries of the Annual Net Firm Energy amount specified in paragraph 6.3, Seller shall pay to Idaho Power, as liquidated damages arising out of this permanent curtailment of Net Firm Energy deliveries, the appropriate lump sum repayment amount specified in Appendix D, multiplied by the difference in MWh between the Annual Net Firm Energy amount specified in paragraph 6.3 and the reduced Annual Net Firm Energy amount after the permanent curtailment. This payment amount will bear interest from sixty (60) days after Idaho Power gives or receives notice of Seller's permanent reduction of the Annual Net Firm Energy amount, until paid, at a rate equal to interest rates specified in Idaho Code §28-22-104 (2) or its successor Idaho Code provision in effect during each month of that period. For purposes of this paragraph, reduced deliveries of Net Firm Energy due to short-term below-normal water conditions (paragraph 6.4) shall not be considered a permanent curtailment.

21.3.2 Security for Repayment Obligation - During the full term of this Agreement, Seller will provide Idaho Power with adequate assurance that Seller will be able to repay the amounts owing Idaho Power under Article XXI if Seller were to default pursuant to paragraph 21.3.1. In accordance with Commission Order Nos 21690 and 21800, and subject to the provisions of paragraph 21.2 above, this assurance will be provided as follows:

21.3.2.1 Seller shall comply with the provisions of paragraph 14.2. If Seller fails to comply, such failure will be an event of default under Article XXI.

(a) In the case of the liability insurance coverage, (paragraph 14.2.1), a default will be a material breach and may only be cured by Seller supplying evidence that the liability insurance coverage has been replaced or reinstated.

(b) In the case of low water insurance coverage, (paragraph 14.2.5) if Seller, after the exercise of due diligence, is unable to secure low water insurance coverage which complies with Paragraph 14.2.5, or if the cost of insurance coverage which complies with Paragraph 14.2.5 exceeds two and one-half percent (2.5%) of the Facility's projected annual average gross revenue, then the failure to provide low water insurance shall not be deemed an event of default if Seller provides the following security in lieu of low water insurance until conforming low water insurance is available at a price that does not exceed the percentage amount specified above.

(c) In lieu security:

Because the Facility is located on the canal system of the Northside Canal Company and therefore receives the benefits of the Northside Canal Company's senior water rights and upstream storage, Idaho Power is willing to permit Seller to establish a Debt Service Reserve Account until conforming low water insurance becomes available. Said Debt Service Reserve Account will be separate from the maintenance escrow account and shall be structured as follows:

(1) The escrow instructions between the Seller and the Escrow Manager will provide that the funds in the Debt Service Reserve Account will be prudently invested and that all costs of setting up and operating the Debt Service Reserve

Account, shall be paid by the Seller. At the end of the term of this Agreement, or at the end of Seller's obligation to maintain an escrow account in lieu of purchasing low water insurance, any balance remaining in the Debt Service Reserve Account shall be released to Seller.

(2) Within sixty (60) days after commencement of a Contract Year in which Seller is entitled to provide security in-lieu of conforming low water insurance coverage, Seller will deposit cash in the Debt Service Reserve Account in an amount equal to two and one-half percent (2.5%) of the Facility's estimated gross income for that Contract Year. Said requirement to deposit two and one-half percent (2.5%) of estimated gross income for each Contract Year shall cease when the Debt Service Reserve Account is funded in an amount equal to three (3) month's debt service on the project or \$250,000, whichever is higher. All interest earned on the funds on deposit shall be retained in the Debt Service Reserve Account. The requirement that interest earned on funds on deposit in the Debt Service Reserve Account be retained in that account shall cease once the Debt Service Reserve Account is fully funded as provided above.

(3) The Escrow Manager will be instructed to only release funds from the Debt Service Reserve Account to the holder of the debt on the Facility. Funds from said account shall be released only when, and only to the extent that Seller certifies to the Escrow Manager that the Facility's revenues are insufficient to satisfy Seller's costs of operating the Facility

and as a result, remaining funds are not sufficient to make debt service payments on the Facility. For purposes of the Debt Service Reserve Account, costs for operating the Facility shall be limited to those costs necessary for the operation of the Facility such as taxes, insurance expenses, and other ordinary and necessary operating expenses. Costs for operating the Facility shall not include any disbursements which would constitute a profit or return on investment.

(4) When conforming low water insurance has been purchased, Seller will no longer be required to fund or maintain said Debt Service Reserve Account.

(d) Failure to provide conforming low water insurance or to maintain the Debt Service Reserve Account described above, will be a default which can be cured by reinstatement of the insurance or the Debt Service Reserve Account, or by posting liquid security in accordance with Paragraph 21.4 in an amount equal to 100% of the accumulated overpayment amount specified for that year in Appendix D.

(e) For all other insurance coverages described in paragraph 14.2, the default may be cured by replacement or reinstatement of the insurance, or by Seller posting liquid security in accordance with paragraph 21.4 in an amount equal to one hundred percent (100%) of the accumulated overpayment liability specified for that year in Appendix D.

21.3.2.2 Every three (3) years for the first twelve (12) years after the Operation Date, and every two (2) years thereafter during the full term of this Agreement, Seller will supply Idaho

Power with a certification of ongoing operation and maintenance from a Registered Professional Engineer licensed in the State of Idaho, which certification of ongoing operation and maintenance shall be in the form specified in Appendix F. Seller's failure to supply the required certificate will be an event of default under Article XXI of the Agreement. Such a default may be cured by Seller providing the required certificate or by posting liquid security in accordance with paragraph 21.4 in an amount equal to twenty percent (20%) of the accumulated overpayment liability specified for that year in Appendix D.

21.3.2.3 During the full term of this Agreement, Seller shall maintain and fund the maintenance escrow account described in paragraph 4.1.7 and Commission Order No 21690. If at any time Seller fails to maintain or fully fund that maintenance escrow account, such a failure will be default under Article XXI. Such default may be cured by reinstating the required maintenance escrow account or by Seller posting liquid security in accordance with paragraph 21.4 in an amount equal to twenty percent (20%) of the accumulated overpayment liability specified for that year in Appendix D.

21.3.2.4 During the full term of this Agreement, Seller shall maintain compliance with all of the requirements of Idaho Power's lien rights described in paragraph 4.1.8 of the Agreement and Commission Order No 21690. If at any time, Seller fails to comply with those requirements, in addition to any other remedies available under this Agreement, Commission Order No 21690, and the lien rights, Seller will be required by Idaho Power to post liquid security in

accordance with paragraph 21.4 in an amount equal to thirty-five percent (35%) of the accumulated overpayment liability specified for that year in Appendix D. Seller recognizes that in accordance with Commission Order No 21690, a default under either or both of paragraphs 21.3.2.2 or 21.3.2.3 constitutes a default under paragraph 21.3.2.4 and in that event the obligation to post liquid security under paragraphs 21.3.2.2 through 21.3.2.4 is cumulative.

21.3.2.5 During the full term of this Agreement, Seller shall maintain compliance with all permits and licenses described in paragraph 4.1.1 of the Agreement. In addition, Seller will supply Idaho Power with copies of any new or additional permits or licenses Seller is required to obtain during the term of this Agreement including, but not limited to, the Permit to Appropriate Water within a reasonable time after their issuance. 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 maintain its water rights, or to provide the documentation required by this paragraph, such failure will be a default under Article XXI.

(a) In the case of non-compliance with the required governmental permits, the default will be a material breach and may only be cured by Seller submitting to Idaho Power evidence of compliance from the permitting agency.

(b) In the case of non-compliance with Seller's obligation to secure and maintain adequate water rights, default may be cured by Seller reacquiring the required water rights or by posting liquid

security in accordance with paragraph 21.4 in an amount equal to twenty-six and thirty-nine one hundredths percent (26.39%) of the accumulated overpayment liability specified for that year in Appendix D.

21.4 Liquid Security - If, pursuant to this Agreement or Commission Order No 21690, Seller becomes obligated to post liquid security, such obligation may be satisfied by Seller's depositing cash or a cash equivalent acceptable to Idaho Power, in an escrow to be held and managed by a bank or savings & loan association located and in good standing in the State of Idaho. The escrow holder and the escrow instructions will be acceptable to both Idaho Power and Seller. Payment of all taxes on the amounts deposited in the escrow will be the obligation of the Seller. The liquid security escrow account will be maintained separately from the maintenance reserve account described in paragraph 4.1.7. Failure to maintain and provide the liquid security required by this Agreement and Commission Order Nos 21690 and 21800 shall be a material breach and a default under Article XXI.

ARTICLE XXII: GOVERNMENTAL AUTHORIZATION

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

ARTICLE XXIII: COMMISSION ORDER

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

ARTICLE XXIV: SUCCESSORS AND ASSIGNS

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 Seller shall become effective without the written consent of Idaho Power being first obtained. Such consent shall not be unreasonably withheld. 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 XXV: MODIFICATION

No modification to this Agreement shall be valid unless it is in writing and signed by both Parties.

ARTICLE XXVI: TAXES

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 XXVII: NOTICES

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: Wilson Power Company
 333 North 13th Street
 Boise, Idaho 83702

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

ARTICLE XXVIII: ADDITIONAL TERMS AND CONDITIONS

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

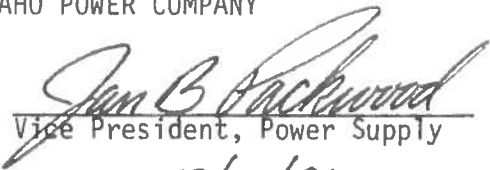
- Appendix A - Standards for Interconnection and Metering
- Appendix B - Special Facilities, Point of Delivery, Metering, and Operation Date
- Appendix C - Schedule of Required Licenses and Permits
- Appendix D - Lump Sum Refund Payment
- Appendix E - Operating Instructions
- Appendix F - Statements of Professional Engineer

ARTICLE XXIX - ENTIRE AGREEMENT

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.

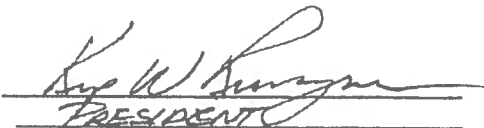
IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed in their respective names on the dates set forth below:

IDAHO POWER COMPANY

By 
Vice President, Power Supply

Dated 12/21/90
"Idaho Power"

WILSON POWER COMPANY

By 
Its PRESIDENT

Dated 12/19/90
"Seller"

STATE OF IDAHO)
County of Ada) ss

On this 21st day of December, 1990, before me, the undersigned, a Notary Public, personally appeared Jon B Packard personally known, who being duly sworn, did say that he is the Vice President, Power Supply of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARIAL SEAL)

B V Schaefferberger
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
County of ADA) ss

On this 19th day of DECEMBER, 1990, before me, the undersigned, a Notary Public, personally appeared Kip W Runyan, personally known, who being duly sworn, did say that he is the PRESIDENT of the corporation that executed the within instrument, and acknowledged to me that he executed the same as the free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARIAL SEAL)

William J. Schaeffer
Notary Public for Boise, Idaho
Residing at: Boise, Idaho

APPENDIX A

STANDARDS FOR INTERCONNECTION AND METERING

A-1 GENERAL PROVISIONS

A-1.1 It is the policy of Idaho Power to permit Seller to operate its Facility in parallel with Idaho Power's electric system, whenever this can be done without adverse effect to Idaho Power's equipment, personnel or other customers.

A-1.2 These guidelines contain the minimum metering, interconnection, protection, operation, and communications requirements for the safe and effective parallel operation of Seller's Facility with Idaho Power's system. Although these guidelines are established to provide a uniform approach for evaluating Seller's generation projects, each interconnection must be examined by Idaho Power individually. Idaho Power and the Seller will be guided by this document, which is a part of the Firm Energy Sales Agreement, in planning an interconnection between Idaho Power's system and the Seller.

A-1.3 Idaho Power may provide limited technical assistance for Seller, but will not perform any engineering, construction or repair work on power production equipment.

A-2 GENERAL DESIGN CONSIDERATIONS

A-2.1 All Seller generators larger than twenty (20) kVA shall be three-phase generators connected to three-phase circuits. Generators twenty (20) kVA and smaller may be either three-phase or single-phase, as approved by Idaho Power.

Due to physical limitations within Idaho Power's transmission and distribution systems, induction machine sizes will be limited to confine voltage flicker within acceptable limits. Each generation site is unique and Idaho Power will determine the appropriateness of any proposed machine type for the site and interconnection.

A-2.2 Except in certain instances to be determined by Idaho Power, Seller's generator(s) shall be isolated from Idaho Power's system by a transformer. Transformer type and connection will be specified by Idaho Power. The Seller may be required to limit the fault current contribution to Idaho Power's system by generator impedance, neutral grounding, transformer connections or other means.

A-2.3 Idaho Power will not assume any responsibility for protection of the Seller's generator or of any other portion of the Seller's electrical equipment. The Seller is fully responsible for protecting his equipment from faults or disturbances on Idaho Power's system.

A-2.4 Seller is hereby notified that certain conditions on Idaho Power's system may cause negative sequence currents to flow in the Seller's generator. It is the sole responsibility of the Seller to protect his equipment from excessive negative sequence currents, reverse power flow, and single phasing.

A-3 METERING AND TELEMTRY REQUIREMENTS

A-3.1 Unless otherwise agreed by the Parties, metering will be provided for recording net output of the Facility and will be separate from any metering of Seller's load. Metering required will be determined by Idaho Power on a case-by-case basis, but will generally follow the guidelines below:

A-3.1.1 Capacity Under 750 kW - Two kWh/demand meters; one measuring power flow into customer's facilities and one measuring power flow into Idaho Power's system;

A-3.1.2 Capacity of 750 kW to 4999 kW - A bi-directional, electronic meter installation with load profiling and communication port capability will be installed, and connected to the project voice communications circuit supplied by the developer with a first priority given to Idaho Power's use of said communication circuit. An electro-mechanical kWh backup meter will also be installed;

A-3.1.3 Capacity of 5000 kW and Above - A bi-directional, electronic meter installation with load profiling and communication port capability will be installed, and connected to a voice communications circuit supplied by the developer with a first priority given to Idaho Power's use of said communication circuit. An electro-mechanical kWh backup meter will also be installed. In addition, all necessary telemetry and communication equipment and a dedicated voice quality unconditioned data line will be installed to provide continuous instantaneous telemetering of net generation to Idaho Power's Designated Dispatch Facility.

A-4 FACILITY PROTECTION

A-4.1 The Seller has full responsibility for the maintenance of his generating equipment and the equipment protecting the Facility. If, in the opinion of Idaho Power, the Seller has failed to provide proper maintenance of the Facility or its protection equipment, and this failure could adversely impact Idaho Power or other Idaho Power customers, Idaho Power can require the Seller to cease parallel operation.

A-5 SYNCHRONOUS GENERATORS

A-5.1 Idaho Power or the Seller may specify a governor. If a governor is used, the governor characteristics shall be capable of adjustment to at least five percent (5%) speed droop. The initial droop setting will be five percent (5%). Idaho Power may specify changes in the setting within the five percent (5%) capability.

A-5.2 A check interlock for synchronizing of the Seller's generator(s) is required.

A-5.3 Synchronous generators shall be capable of operating continuously at maximum power output within five percent (5%) of rated voltage and anywhere within a power factor range of from ninety percent (90%) lagging to ninety-five percent (95%) leading.

Unless otherwise approved by Idaho Power, synchronous generators shall be equipped with an excitation system and voltage regulator that are capable of automatically controlling generator voltage over the full range of generator power and reactive capability. In some cases, depending upon system requirements, one or more of the following control methods may be required, as specified in Appendix B:

- 1) a power factor regulator may be required as well as a voltage regulator;
- 2) a programmable controller capable of varying the reactive output based upon a preset time schedule;
- 3) a remote signal provided by Idaho Power to adjust the voltage or power factor regulator settings. Idaho Power will provide this remote signal from within Idaho Power's system and transmit the

signal to the Facility at the Seller's expense, as specified in B-11 of Appendix B.

The generator excitation system shall have over and under excitation limiter equipment which will permit voltage regulator action to control the reactive output within the range of the generator's capability.

The reactive capability of the Facility shall be operated as specified by Idaho Power, within the generator reactive capability, to regulate either the interconnection voltage or Facility output power factor or both. Idaho Power will provide the desired voltage, power factors, and schedules required by the Seller to set voltage regulators, power factor regulators and programmed or remote signal controllers. Idaho Power may change these desired values from time to time as system requirements change.

If the Facility is not operated to control reactive output in the manner specified and after notification, or the Seller does not make necessary corrections within a reasonable time, a default will be declared pursuant to Article XXI.

A-5.4 Due to the ability of large synchronous generators to influence Idaho Power's system, protective and control relaying in addition to the usual voltage frequency, and fault relaying will be specified by Idaho Power. This will consist of generator relaying for phase-to-phase and three-phase fault detection. Idaho Power will specify the relay type and determine settings. This relay will be tested annually by Idaho Power and the actual cost of this testing will be paid by the Seller.

A-6 INDUCTION GENERATORS

A-6.1 Overvoltage can become a serious problem when an induction generator and a portion of the transmission or distribution facilities are isolated from the

system. Overvoltage relaying shall be provided that will open the generator breaker in the event that the voltage reaches predetermined limits consistent with the overvoltage capability of the generator and the system. Undervoltage protection may also be required. On larger units, underfrequency and overfrequency relaying may both be required.

A-6.2 Induction generators require reactive support to operate. The supplemental reactive required is that amount required to correct the Facility to unity power factor. The reactive may be supplied by either Idaho Power's system or from capacitive correction at the Facility or both. Idaho Power will charge the Seller (as specified in Appendix B) for reactive that is provided from Idaho Power's system.

At some Facilities, because of system considerations, it may not be practical to provide all of the reactive compensation at the Facility. In these instances, Idaho Power shall specify the power factor and compensation necessary at the Facility.

The Seller will have the option to furnish the reactive compensation that is required at the Facility. If the Seller furnishes the reactive compensation, the Facility must be operated at a power factor that is within five percent (5%) of the specified power factor. The Seller must also design the Facility to avoid possible overvoltage that can occur under certain conditions when capacitors are applied to the generator terminals.

A-7 DC TO AC CONVERTERS

A-7.1 Direct current generators may be operated in parallel with Idaho Power's system through a synchronous inverter. The inverter installation will be designed such that an Idaho Power system interruption will result in the immediate removal of the inverter power flow to Idaho Power. Harmonics and/or

spurious frequencies generated by the Seller's generator-inverter combinations must be limited to avoid causing any reduction in quality of electric service to Idaho Power's other customers.

A-8 SWITCHING REQUIREMENTS

A-8.1 Idaho Power reserves the right to open and secure by lock any disconnecting device without prior notice to Seller for any of the following reasons:

A-8.1.1 System emergency;

A-8.1.2 Inspection of the Seller's Facility protective equipment reveals a condition which might adversely impact Idaho Power or Idaho Power's other customers;

A-8.1.3 Seller's generating equipment interferes with other customers, or with Idaho Power's system.

A-8.2 Seller shall maintain a written record of all operating (opening and closing) by Seller of the Seller's interconnection with Idaho Power. Each operation will be recorded by the date, hour and minute and will include the generator kWh reading at the time of the operation. This record will be maintained on a monthly basis and the original will be mailed to Idaho Power on the first business day of the following month. Idaho Power will provide the forms necessary for filing this monthly switching report.

A-9 GENERATION SCHEDULING AND REPORTING

A-9.1 For installations under 750 kVA, the Seller shall read his generator kWh/demand meter within the 24-hour period following 12:00 noon on the last day of each month. That kWh meter reading is to be recorded on the Monthly Power Production Switching Report.

A-9.2 For installations 750 kVA and above, see Appendix E.

A-9.3 The written record of the end-of-month meter reading on the Monthly Power Production Switching Report, subject to subsequent review and correction by Idaho Power, will be the basis of payment for energy purchased by Idaho Power from the Seller. An adjustment in the kWhs delivered will be made to compensate for the losses in B-6.

A-9.4 At the end of each month, the Monthly Power Production Switching Report will be mailed to:

Operations and Joint Facilities Accounting
Idaho Power Company
P O Box 70
Boise, Idaho 83707

APPENDIX B

SPECIAL FACILITIES, POINT OF DELIVERY, METERING, AND OPERATION DATE PROJECT NO 31715141 WILSON LAKE

B-1 DESCRIPTION OF FACILITY

The Seller's Facility is described as two synchronous generators with nameplate ratings of 4,170 kW each at 4,160 Volts, three phase, 60 hertz, driven by horizontal bevel gear turbines.

B-2 LOCATION OF FACILITY

The Facility is located in the NW Quarter of Section 24, Township 9 South, Range 19 East, Boise Meridian, Jerome County, Idaho.

B-3 SCHEDULED OPERATION DATE

Seller has selected June 15, 1993, as the Scheduled Operation Date and May 15, 1993, as the First Energy Date. In making these selections, Seller recognizes that to allow for adequate testing of the Facility's degree of completion and reliability, it must achieve its First Energy Date at least thirty (30) days prior to the Operation Date. Idaho Power, based on the information supplied by Seller, will schedule its construction so that all Special Facilities, Disconnection Equipment and Metering Equipment will be completed in time so as not to delay Seller's achieving the First Energy Date. However, if Seller fails to pay the costs

specified in B-11 below at the time specified therein, or materially changes the specifications or design of the Facility or Seller-furnished Interconnection Facilities from what was previously provided to Idaho Power, Idaho Power may be required to reschedule its construction of these facilities which could adversely impact Seller's ability to achieve its scheduled First Energy Date.

B-4 FAILURE TO ACHIEVE OPERATION DATE

If Seller has not achieved the Operation Date within eleven (11) months of the Scheduled Operation Date, such failure shall be deemed to be an event of default pursuant to Article XXI.

B-5 POINT OF DELIVERY

The Point of Delivery of energy from the Seller to Idaho Power will be the 138,000 volt bushings of the Seller's transformer. The 8,778 kVA transformer will be owned and maintained by the Seller. The transformer connection will be specified at a later date.

B-6 LOSSES

Losses shall be 2.00% of the metered energy.

B-7 METERING AND TELEMETRY

The Metering Equipment will be on the 4,160 volt side of the Sellers step up transformer. Idaho Power provided metering equipment will consist of: current and potential transformers, a meter enclosure, meter test blocks, recorder, an electronic bi-directional meter for measuring net generation, an electro-mechanical meter for measuring auxiliary use, an isolation relay, transducer, communication equipment, and all meter wiring. Seller provided metering equipment will consist of all conduit and junction boxes from the metering transformers to the meter enclosure and all high side

conductor and connectors. Seller will install all Seller provided material as well as the metering transformers and the enclosure. Seller will arrange for and make available at Seller's cost, one telephone circuit dedicated to Idaho Power's use terminating in an RJ-11 receptacle to be used for load profiling and another telephone circuit dedicated to Idaho Power's communication equipment for continuous telemetering of the project's kilowatt output to Idaho Power's Designated Dispatch Facility. Both circuits will be installed to the meter enclosure. The meters will register kilowatt hours and kilowatts of demand. Idaho Power provided meter and communication 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.

B-8 SPECIAL FACILITIES

The construction of approximately 1,200 feet of three phase 138,000 volt H-frame transmission line, and a 138,000 volt transmission sectionalizing switch will be provided and maintained by Idaho Power. The total cost of these facilities will be reimbursed to Idaho Power by the Seller.

B-9 REACTIVE POWER

The Seller shall operate the synchronous generators within plus or minus 5% of unity power factor, or as listed in Appendix A.

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 a disturbance on either Idaho Power's system or the Seller's Facility. This equipment is for the protection of Idaho Power's equipment only and will

be located at the Point of Delivery. Idaho Power will supply a three phase gang operated 138,000 volt disconnect switch, a deadend structure, a 138,000 volt potential transformer, a 138,000 volt circuit switcher, a current transformer to be installed in the transformer neutral, a relay cabinet containing relays and associated wiring and logic, and a battery cabinet. Seller will install all Idaho Power supplied equipment, and all wiring and conduit necessary for the operation of the interconnection equipment. Idaho Power will supply details for the interconnection panel and will connect and test the equipment prior to operation of the Facility. Seller will provide drawings of the interconnection wiring for engineering approval before installation. The total cost of the Disconnection Equipment, connection and testing will be reimbursed to Idaho by the Seller.

B-11 COSTS

The total cost of Special Facilities is \$112,065. The total cost of the Metering Equipment is \$7,055. The total cost of the communication equipment is \$5,012. In addition, there will be a monthly charge for the communication circuit lease cost associated with the telemetry equipment. The communications circuit lease is \$140 per month as of the date of this Agreement. Seller recognizes that the monthly communications circuit charge may be adjusted by Idaho Power as the cost to Idaho Power is adjusted by the owner of the communications circuit. The total cost of the Disconnecting Equipment is \$100,726. The total cost to be paid by the Seller is \$224,858. This represents the amount that will be charged by Idaho Power if the Seller makes the payment on or before February 11, 1991. If the Seller does not make this payment by the specified date, the

costs will be subject to update. Idaho Power will not schedule construction or order Special Facilities which are not ordinarily maintained in Idaho Power's inventory until payment has been made. In addition to the installation and construction charges above, in accordance with paragraph 8.2 during the term of the Agreement Seller will pay Idaho Power an operation and maintenance charge of 0.36% per month for \$91,277 of transmission line Facilities, and 0.7% per month on the remainder of the Facilities specified above or the operation and maintenance charge specified in Schedule 72. The total cost shown above is an estimate calculated on the basis of average costs. When the actual total cost is determined, Idaho Power will adjust the total cost amount to reflect the actual total cost incurred by Idaho Power. Beginning with the month of this adjustment, the operation and maintenance charges will also be adjusted. When the actual total cost is known, within sixty (60) days Idaho Power will refund any overpayment or Seller will remit any underpayment.

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 described in this Appendix, less the cost of removal and transfer to Idaho Power's nearest warehouse, if the Interconnection Facilities will be removed. Idaho Power may then be invoiced by Seller for the net salvage value estimated by Idaho Power for the interconnection facilities and shall pay such amount to Seller within thirty (30) days after receipt of said invoice.

APPENDIX C

SCHEDULE OF REQUIRED LICENSES AND PERMITS

1. Evidence of compliance with Part 1 of the Federal Power Act. Acceptable evidence of compliance will be an Order from FERC: (1) issuing a valid License for the Facility, or (2) validly exempting the Facility from Licensing.
2. Approved Permit to Appropriate Water for power production purposes issued by the Idaho Department of Water Resources.
3. Evidence of compliance with Subpart B of CFR §292.207.

APPENDIX D

LUMP SUM REFUND PAYMENT FOR PERMANENT CURTAILMENT OF PORTION OR ALL OF ANNUAL NET ENERGY AMOUNT UNDER 35-YEAR CONTRACT

DOLLARS PER ANNUAL MEGAWATT HOUR

Contract Year of Curtailment Commencement	Facility Operation Date					
	1991	1992	1993	1994	1995	1996
1	28	31	34	19	20	21
2	58	64	53	39	41	42
3	92	83	72	59	62	64
4	110	102	92	80	83	87
5	128	121	112	101	105	110
6	146	140	132	122	128	133
7	165	160	153	144	150	157
8	184	180	174	166	173	181
9	204	200	195	188	196	205
10	223	220	216	210	220	230
11	242	241	238	233	243	254
12	261	261	259	255	267	278
13	280	281	280	277	290	303
14	299	301	301	299	312	326
15	317	320	321	320	335	350
16	335	338	340	341	356	372
17	351	356	359	360	377	393
18	367	372	376	379	396	414
19	381	387	392	396	414	432
20	394	400	406	411	430	449
21	404	412	418	424	443	463
22	412	420	428	435	454	474
23	417	426	435	442	462	482
24	419	429	438	446	466	486
25	417	427	437	445	465	486
26	411	421	431	440	459	480
27	400	410	419	429	448	468
28	382	392	402	411	429	448
29	358	367	377	386	403	421
30	325	334	343	352	367	384
31	284	292	300	308	321	336
32	233	239	246	252	264	275
33	169	174	179	184	192	201
34	93	95	98	101	105	110
35	0	0	0	0	0	0

APPENDIX E

OPERATING INSTRUCTIONS FOR PLANTS OVER 750 KW

1. Prior to initial start-up at least one day in advance the Project shall:
 - A. Provide Idaho Power's System Scheduling at the Boise Bench System Dispatching Center with an estimate of the hourly generation that is expected to be produced during the first scheduled test day. The phone number for System Scheduling is listed below.
 - B. Notify the Division Substation Supervisor of project start up plans. The phone number is listed below.
 - C. The kWh meter should be read and entered on the Monthly Power Production and Switching Report (Form No: Cogen CAD-A-1).
2. Before 10:00 a.m. on each normal work day, after the initial start-up, the Project will report to the system scheduling office the previous day's actual generation based upon midnight to midnight meter readings and the estimate of generation planned for the following day or days. The phone number to report the actual generation and scheduling estimate is listed below. Note that the System Scheduling number is answered only between the hours of 8 a.m. to 5 p.m. Mountain Time, on weekdays and that generation estimates must be provided for weekend days and holidays.
3. Each time the generator breaker is closed or opened (including testing and normal operation), Idaho Power's system dispatchers must be notified by phone as soon as possible. Prompt reporting is very important. The Designated Dispatch Facility is manned 24 hours a day, 7 days a week, and the phone number is listed below.
4. In addition to promptly notifying the system dispatchers, the record of each breaker opening and closing must be entered on the Monthly Power Production and Switching Report mentioned in 1-C above.
5. For questions or problem concerning:

Power Scheduling: (208) 383-2931

System Dispatching: (208) 383-2826

Metering: Meter Engineer - Boise
(208) 383-2751

or

Division Metering Supervisor

Payette (208) 642-6205, ext 284
Boise (208) 322-2029
Twin Falls (208) 736-3205, ext 284
Pocatello (208) 236-7700, ext 7771

Substations: Division Substation Supervisor

Payette (208) 642-6205, ext 262
Boise (208) 322-2064
Twin Falls (208) 736-3205, ext 237
Pocatello (208) 236-7700, ext 7774

Billing: Operations and Joint Facilities Accounting - Boise
(208) 383-2593

Contracts: Customer Generation - Boise
(208) 383-2427

6. Toll free numbers for Operating Reporting:

In-State: System Scheduling 1-800-635-1093
System Dispatching 1-800-635-7348

Out-of-State: System Scheduling 1-800-356-4328
System Dispatching 1-800-348-4328

APPENDIX F
CERTIFICATION OF DESIGN ENGINEER

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

1. That Design Engineer is a Licensed Professional Engineer in good standing in the State of Idaho.

2. That Design 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 further designated as Federal Energy Regulatory Commission Hydro Project 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 Design Engineer recognizes that the Agreement provides for the Project to furnish electrical energy to Idaho Power for a _____ (_____) year period.

6. That Design Engineer has substantial experience in the design, construction and operation of electric power plants of the same type as this Project.

7. That Design Engineer has reviewed the engineering design and construction of the Project, including the civil work, electrical work, generating equipment, water conveying equipment, Seller furnished interconnection equipment and other project facilities and equipment.

8. 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.

9. 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.

10. That Design Engineer has supplied the Seller with at least one copy of said Plans and Specifications bearing his Stamp and the words "CERTIFIED FOR IDAHO P.U.C. SECURITY ACCEPTANCE" on each sheet thereof.

11. That Design Engineer recognizes that Idaho Power, in accordance with paragraph 5.2(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 Design 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 _____

STATE OF IDAHO)
) ss
County of _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public, personally appeared _____, personally known, who being duly sworn, did say that he is the individual who executed the within instrument, and acknowledged to me that he executed the same as a free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for Idaho
Residing at: _____

APPENDIX F

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 further designated as Federal Energy Regulatory Commission Hydro Project 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, water conveying equipment, Seller furnished interconnection equipment 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(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 _____

STATE OF IDAHO)
) ss
County of _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public, personally appeared _____, personally known, who being duly sworn, did say that he is the individual who executed the within instrument, and acknowledged to me that he executed the same as a free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for Idaho
Residing at: _____

APPENDIX F

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 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 further designated as Federal Energy Regulatory Commission Hydro Project 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.

8. That Engineer has reviewed and/or supervised the review of the Policy for Operation and Maintenance (O&M Policy) 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 _____ (____) year period.

9. That Engineer recognizes that Idaho Power, in accordance with paragraph 5.2(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 _____

STATE OF IDAHO)
) ss
County of _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public, personally appeared _____, personally known, who being duly sworn, did say that he is the individual who executed the within instrument, and acknowledged to me that he executed the same as a free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for Idaho
Residing at: _____

APPENDIX F

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 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 further designated as Federal Energy Regulatory Commission Hydro Project 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.

8. That Engineer has made a physical inspection of said Project, its operations and maintenance records since the last previous certified inspection, and the Project's Policy for Operation and Maintenance (O&M Policy) bearing the words "CERTIFIED FOR IDAHO P.U.C. SECURITY APPROVAL" and the Stamp of the Certifying Engineer. It is Engineer's professional opinion, based on the Project's appearance, that its ongoing operation and maintenance 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 _____ (____) years.

9. That Engineer recognizes that Idaho Power, in accordance with paragraph 21.2.2.2 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 _____

STATE OF IDAHO)
County of _____) ss

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public, personally appeared _____, personally known, who being duly sworn, did say that he is the individual who executed the within instrument, and acknowledged to me that he executed the same as a free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for Idaho
Residing at: _____

RECEIVEDSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

FEB 27 1985

Department of Water Resources
Southern District Office**APPLICATION FOR AMENDMENT OF PERMIT****RECEIVED**

To change the point of diversion and/or the place of use.

MAR 14 1985

Department of Water Resources
Southern District OfficeComes now NORTH SIDE CANAL COMPANY, LTD.of (address) 921 North Lincoln Avenue, Jerome, ID 83338, and represents to the
Director of the Idaho Department of Water Resources:That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho
No. 01-7010, and requests that the permit and permit map be changed as follows:

1. Point of diversion: Milner SW $\frac{1}{4}$ (Lot 5) NW $\frac{1}{4}$, Section 28, Township 10 S., Range 21 E., B.M.,
County of Jerome. Other points of diversion: Attachment # (1) By-Pass
Alt diversion points into plant - SWNE, NWNE, NENE, Sec. 13, T. 10 S.,
R. 20 E. B.M.
Attachment # (2) Wilson Lake - SENE, Sec. 24, T. 9 S., R. 19 E. B.M.

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

Amount 3000 for Power purposes from Jan 1 to Dec 31 (both dates inclusive)
(cfs or acre feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated:

SWP	RGE	SEC	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
			Attachment # (1) Alt. pts of use																
	10S	20E	13	X											X				
	10S	20E	12							X			X		X	X			
				Attachment # (2) Alt. pts of use															
	9S	19E	24			X	X			X									

Total number of acres to be irrigated = _____

4. a. Who owns the property at the point of diversion? North Side Canal Company
b. Who owns the land to be irrigated or the place of use? North Side Canal Company*
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the
applicant to make this filing: * Harold Griffith owns property on east side of
canal right-of-way at By-Pass site (Alt #1) in Sections 12 and 13
and will grant easement to conform to project configuration.

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Complete the following map by showing land and point of diversion as proposed by this amendment.

Show 40-acre subdivisions, townships, ranges and ditches.

See Amended Attachments for Alternatives #1 and #2									
This Application For Amendment									
Relates ONLY TO ALTERNATIVES #1 AND #2									
ONLY. Applicant Requests that 01-7010									
Remain in full force as to ALTERNATIVES									
3, 4, 5, & 6 AS SHOWN ON ORIGINAL									
Permits.									

Scale: 2 inches equal 1 mile.

That no one will be injured by such change, and that such change will be made at permit holder's own risk.

Signed at Des Moines, Idaho, this 25 day of February, 1985.

C. J. Marshall
(Signature)
CHAIRMAN, BOARD OF DIRECTORS
North Side Canal Company, Ltd.
San 3/11/85

FOR DEPARTMENT USE ONLY

Preliminary check by JB Fee = \$20.00

Received by mary Date 3/5/85 # 35291

Publication prepared by mary Date 3/19/85

Published in North Side News

Publication dates 3/27 & 4/3/85

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

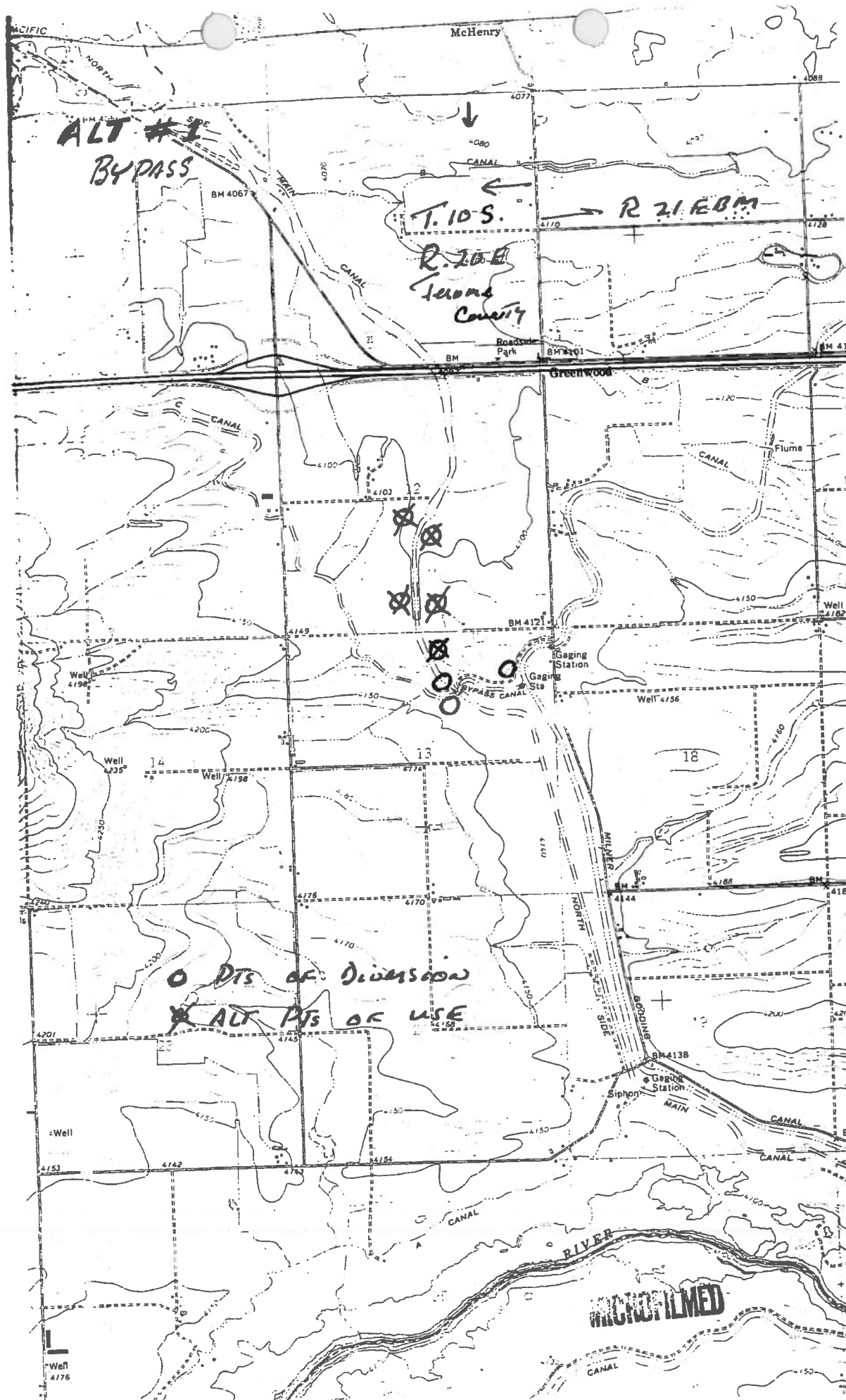
I, L. GLEN SAXTON, of the Department of Water Resources hereby

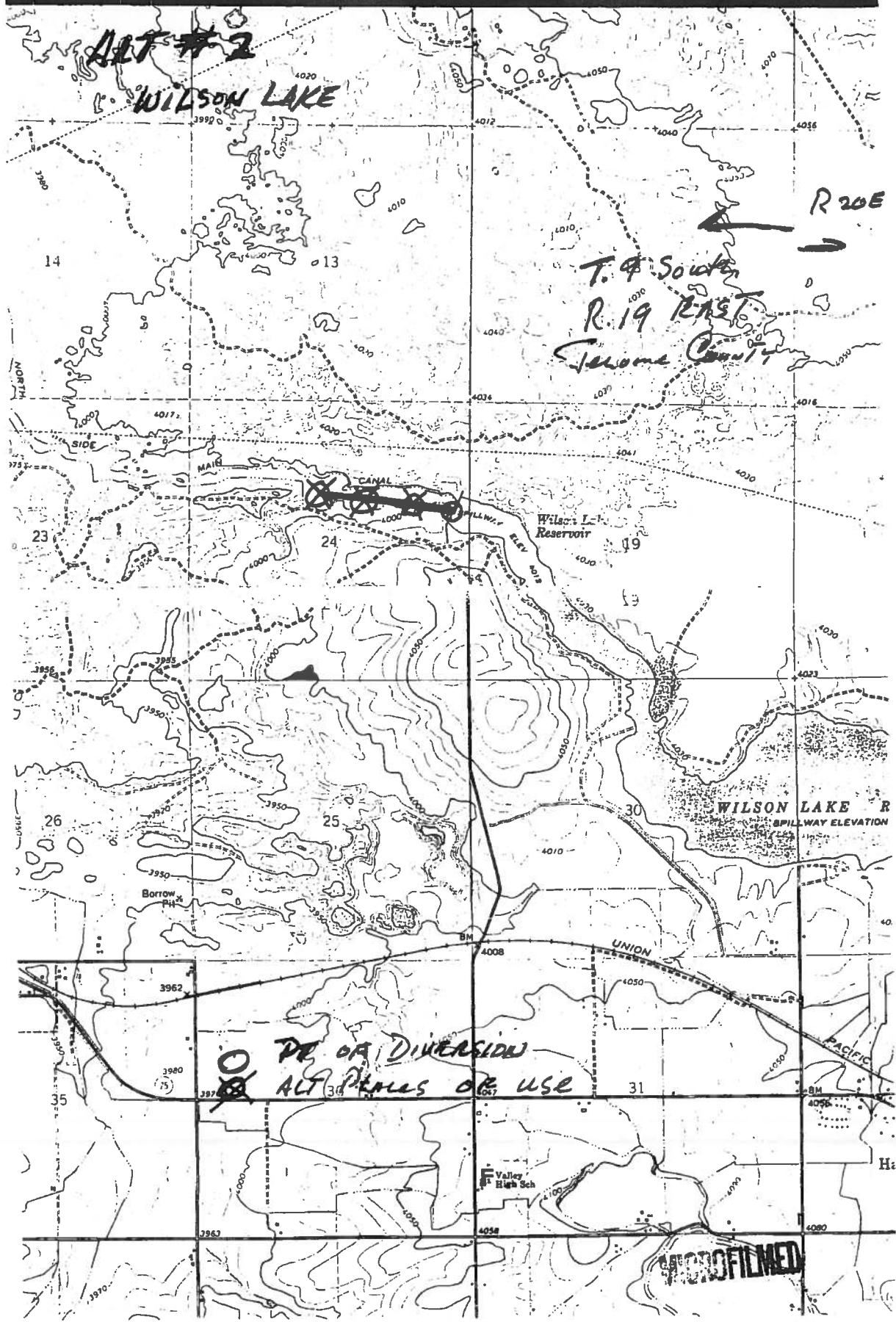
Approve the above referenced Amendment subject to the Order dated 1/24/85.

Witness my hand this 29 day of July, 1985

L. Glen Saxton
Chief, Operations Bureau

RECEIVED





BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 01-7010)
IN THE NAME OF NORTH SIDE CANAL) ORDER
COMPANY, LTD.)
_____)

WHEREAS, Permit No. 01-7010 in the name of North Side Canal Co., Ltd. was issued on June 29, 1977; and,

WHEREAS, the permit proposed the diversion of 3000 cubic feet per second (cfs) of water from the Snake River tributary to the Columbia River for power purposes; and,

WHEREAS, the permit was approved without the traditional conditions of approval placed on hydropower permits; and,

WHEREAS, by letter dated November 30, 1984, the permit holder, through legal counsel, agreed that the permit 01-7010 may be subordinated by the Idaho Department of Water Resources with language that has traditionally been placed on hydropower permits; and,

WHEREAS, Article 15, Section 7, Idaho Constitution, empowers the Idaho Water Resource Board "to formulate and implement a state water plan for optimum development of water resources in the public interest . . .;" and,

WHEREAS, the Water Resource Board adopted on December 29, 1976 and revised on January 19, 1982 a state water plan which allocates the unappropriated waters of the state to various uses in the public interest; and,

WHEREAS, the Director of the Department of Water Resources is authorized by Section 42-203, Idaho Code, to issue permits to appropriate the unappropriated public waters of the state of Idaho if such permits are determined to comply with the criteria therein set forth, including a criterion requiring conformance with the local public interest; and,

WHEREAS, Section 42-203, Idaho Code, authorizes the Director of the Department of Water Resources to condition water

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right permits to, among other considerations, insure that the local public interest is protected; and,

WHEREAS, permits to appropriate water for hydropower purposes usually appropriate most of the flow of a water source, even during periods of peak runoff, and thereby have the potential for preventing upstream appropriations of water and thus precluding the opportunity to achieve the purposes of the allocations in the adopted state water plan; and,

WHEREAS, the continuing evolution of local public interest requires that major commitments of the state's vital water resources remain subject to further review; and,

WHEREAS, on July 25, 1984 the Idaho Water Resource Board adopted a resolution that states:

. . . the local public interest requires that all permits and licenses for hydropower purposes be subject to review by the Director of the Department of Water Resources . . . the review [to] be made at the end of the operating period specified by the Federal Energy Regulatory Commission authorization or as otherwise provided by the Director . . . ;

and;

WHEREAS, on October 17, 1983 the permit holder submitted an application for amendment to the Department; and,

WHEREAS, Permit No. 01-7010 was issued prior to the date of the Idaho Water Resource Board's resolution of July 25, 1984 and is not conditioned with language making the permit or subsequent license which may be issued subject to periodic local public interest review by the Director and to other conditions of approval traditionally placed on hydropower permits;

NOW, THEREFORE, IT IS HEREBY ORDERED that the application for amendment is APPROVED with the following additional conditions of approval applicable to Permit No. 01-7010:

1. Water used under this permit if discharged into a natural channel shall meet Idaho Water Quality Standards.
2. This permit is subject to the provisions of Sections 42-205 through 42-210, Idaho Code, restricting the sale, transfer, assignment, or mortgage of this permit. Failure to comply with these provisions is cause for immediate cancellation of this permit.

3. The water right acquired under this permit for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.
4. The diversion and use of water under this permit and any license subsequently issued is subject to review by the Director on the date(s) of expiration of any license issued by the Federal Energy Regulatory Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.
5. Use of water under this permit shall be non-consumptive.

Dated this 29th day of January, 198⁵.


A. KENNETH DUNN
Director

Identification No. _____
Application No. 01-7010

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR PERMIT **APPROVED**

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant North Side Canal Company, Ltd.
post office address 921 North Lincoln Avenue, Jerome, Idaho 83338
2. Source of water supply Snake River which is a tributary of Columbia River
(Lot 5)*
3. a. Location of point of diversion is SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 28 Township 10 S.
Range 21 E. B.M. Jerome County; additional points of diversion if any: _____
- b. If water is not consumed, it will be discharged into Snake River at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 3,000 for power purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated: (*Change made as per telephone conversation
a. 3,000 cubic feet per second and/or of 5/12/77) ADM
b. _____ acre feet per annum.
6,000 A/F per day when 3,000 c/f/s available.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Use existing canal system and
right of ways, construct headworks, penstocks and powerplants.
- b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$30,000,000.00
8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12 Township 10 S.
Range 20 E. B.M.*
(2) Amount of power to be generated: 47,670 hp under 200 feet of head. Horsepower of
alternates not included, varying water and head.
(3) List number of each kind of livestock to be watered _____
- b. Name of municipality to be served Idaho Power or Bonneville Power Co., or number of families to be
supplied with domestic water: _____
If water is to be used for other purposes describe: _____
9. SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 24, T. 9 S., R. 19 E.B.M. (Jerome County); (3) SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 6, T. 8 S.,
R. 14 E.B.M. (Gooding County); (4) SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, T. 8 S., R. 14 E.B.M. (Gooding
County); (5) SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 27, T. 5 S., R. 12 E.B.M. (Gooding County); (6) SW $\frac{1}{4}$ NW $\frac{1}{4}$,
Sec. 26, T. 5 S., R. 11 E.B.M. (Elmore County);
Numbers correspond with maps attached as additions to page 3 hereof.

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b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total number of acres to be irrigated _____

c. Describe any other water rights used for the same purposes as described above. _____

9. a. Who owns the property at the point of diversion Diversion is Milner Dam - Applicant an owner.
 b. Who owns the land to be irrigated or place of use All points of use are on right of ways of canal system of applicant.
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing If finalized plans would require utilization of adjacent B.L.M., State, or private land, permits or fee would be sought as appropriate.

10. Remarks Power sites as identified herein are all located on North Side Canal Company system and would non-consumptively utilize amounts available during irrigation season under applicant's rights or permit diversion during other months to the extent such diversion would not interfere with other senior water rights. Water diverted would be returned to Snake River at such points as traditionally returned by applicant to extent not consumptively used for irrigation.

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backfile
7 214

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

Scale: 1 inch equals 1 mile

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KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

C. J. Marshall
(Applicant) President, North Side
Canal Company, Ltd.

backfile
p 215

Proposed Priority 3/30/77

Received by idw Date 3-30-77 Time 4:25 p
Preliminary check by ADM Fee \$6265.00
Received by AB Date 4/8/77 Revised
Publication prepared by AB Date 4/9/77
Published in North Side News
Publication dates 5/12 & 5/19/77
Publication approved hm Date 5-11-77
Priority reduced to _____ Reason _____

APR 1 1977

Department of Water Resources
Southern District Office

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by mls ig

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 01-7010, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- SUBJECT TO ALL PRIOR WATER RIGHTS.
- Proof of construction of works and application of water to beneficial use shall be submitted on or before June 1, 19 82.
- Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 29 day of June, 19 77.


Deputy Director

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backfile
p 214

(2) ALT PLACE OF USE

11

U.S.

12

T9S, R19E.B.M

7

U.S.

8

U.S.

T.9S, R 20 E.B.M.

14

U.S.

13

U.S.

18

U.S.

17

U.S.

Gravel Pit

23

U.S.

24

U.S.

19

U.S.

20

U.S.

Powerhouse

PRESTOCK

Dam

26

U.S.

25

U.S.

30

U.S.

29

U.S.

WILSON

LA

BLANCH SHINN

PERRY EAKIN

C.F. BURGONE

IDAHO FARMS CO.

C.O. ROICE

IDAHO FARMS COMPANY

C.O. ROICE

MRS. AMMON SWOPE

RUTH VANTHRIM

A.T. NEAR

NELS SWENSON

LARS SWENSON

A.M. ELACK

GOLDIE GRAYLAKE

HENRY SCHWAB

STATE

MABEL C. SAUNDERS

MARY J. OLIVER

STUART SEVERNS

ROY F. SAUNDERS

DAVID ROBINETTE

HAZELTON STATE BANK

CLIF. BOBEN

HAZEL B. GRIFFITH

E. SHAWVER

HAZEL R. GRAY

H.E. GUNDELFINGER

ROBT. J. DAY

ELLEN NELSON

WALTER ROSS

E.J. OLIVER

A.G. VAN BUREN

O.W. LEGGETT & J.J. WOOD

O.W. LEGGETT & J.J. WOOD

N.A. BARLOW

ADA S. LENZ

HAZELTON

STATE

5 Rural