State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 47-07726

Priority: April 07, 1981

Maximum Diversion Rate: 25.00 CFS
Maximum Diversion Volume: 13,700.0 AF

It is hereby certified that MARY D WHITE-OSTRANDER
7637 S MCLINTOCK PL
MERIDIAN ID 83642

And

TERRY G WHITE
RT 3 BOX 289
BUHL ID 83316 have complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated April 07, 1981; and have submitted Proof of Beneficial Use on June 25, 1990. An examination confirms water is diverted from:

SOURCE
MUD CREEK **Tributary:** SNAKE RIVER

and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL DIVERSION VOLUME
POWER	01/01 to 12/31	25.00 CFS	13,700.0 AF

LOCATION OF POINT(S) OF DIVERSION:
MUD CREEK NE1/4NW1/4 Sec. 28, Twp 09S, Rge 14E, B.M. TWIN FALLS County

PLACE OF USE: POWER

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S 14E 28		X															

CONDITIONS OF APPROVAL

1. This right does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.

2. The rights for the use of water confirmed in this license shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 47-07726

3. The term of this water right license shall run concurrently with energy sales agreement IPUC Case No. U-1006-271, Order No.19849 approved by the Idaho Public Utilities Commission, which expires on April 15, 2020. Prior to the expiration of the term, the Director may issue an order canceling all or any part of the use authorized herein, may establish a new term, or may revise, delete, or add conditions under which the water right license may be exercised. The order shall take effect on the date the current term expires. If the Director does not issue such an order, the term shall automatically extend to a length equal to the prior term and any prior conditions on the water right license shall remain in effect.

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

Signed this 26th day of September, 2014.

Shelley W. Keen
for GARY SPACKMAN
Director

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 29, 2014

MARY D WHITE-OSTRANDER
7637 S MCLINTOCK PL
MERIDIAN ID 83642

TERRY G WHITE
RT 3 BOX 289
BUHL ID 83316

RE: License No. 47-7726

Issuance of License

Dear Water Right Holder(s):

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

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

Your license is based on a field examination that was previously conducted. The field examiner found that you were diverting less than 25 cfs, but a review of the generation data associated with this project indicates that you have exceeded the rate authorized by this right. The Department conducted a search and was unable to find other water rights that authorized the additional diversion rate. You will need to either reduce your diversion rate to the authorized amount or file an application for permit for the additional rate not authorized under this or other water rights.

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

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

Pamela Skaggs

Pamela Skaggs
Water Rights Supervisor

Enclosure(s)

CERTIFICATE OF SERVICE

I hereby certify that on September 29, 2014, I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER **(Approved License)** to the person(s) listed below:

RE: WATER RIGHT NO. **47-7726**

MARY D WHITE-OSTRANDER
7637 S MCLINTOCK PL
MERIDIAN ID 83642

TERRY G WHITE
RT 3 BOX 289
BUHL ID 83316

Darla Block
Technical Records Specialist

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

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

(Required by Rule of Procedure 730.02)

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

PETITION FOR RECONSIDERATION

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

EXCEPTIONS AND BRIEFS

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

REQUEST FOR HEARING

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

ORAL ARGUMENT

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

CERTIFICATE OF SERVICE

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

FINAL ORDER

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

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

> Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:
>
> (a) The petition for reconsideration is disposed of; or
> (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

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

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

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

RECEIVED
SEP 15 2014
DEPARTMENT OF WATER RESOURCES

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT

(For Licensing Purposes)

WATER RIGHT NO. 47-07726

Date of Priority: April 07, 1981

Maximum Diversion Rate: 25.00 CFS
Maximum Diversion Volume: 13,700.0 AF

Comes now MARY D WHITE-OSTRANDER
7637 S MCLINTOCK PL
MERIDIAN ID 83642

And

TERRY G WHITE
RT 3 BOX 289
BUHL ID 83316 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. 47-07726, and requests that the permit be changed as follows:

Source: MUD CREEK **Tributary:** SNAKE RIVER

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	ANNUAL VOLUME
POWER	01/01 to 12/31	25.00 CFS	13,700.0 AF

LOCATION OF POINT(S) OF DIVERSION:

MUD CREEK NE1/4NW1/4 Sec. 28, Twp 09S, Rge 14E, B.M. TWIN FALLS County

PLACE OF USE: POWER

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S 14E 28		X															

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk. Signed this 1st day of September, 2014

(Signature)

9/10/14 Mary D. White Ostrander

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT

(For Licensing Purposes)

WATER RIGHT NO. 47-07726

****

FOR DEPARTMENT USE ONLY

Preliminary check by WGall Fee = $100.00 Receipted by CJ # C099402 Date 9/15/2014

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, GARY SPACKMAN, of the Department of Water Resources hereby approve the above Application for Amendment for Permit No. 47-07726 with the following:

CONDITIONS OF APPROVAL

1. This right does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.

2. The rights for the use of water confirmed in this license shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.

3. The term of this water right license shall run concurrently with energy sales agreement IPUC Case No. U-1006-271, Order No.19849 approved by the Idaho Public Utilities Commission, which expires on April 15, 2020. Prior to the expiration of the term, the Director may issue an order canceling all or any part of the use authorized herein, may establish a new term, or may revise, delete, or add conditions under which the water right license may be exercised. The order shall take effect on the date the current term expires. If the Director does not issue such an order, the term shall automatically extend to a length equal to the prior term and any prior conditions on the water right license shall remain in effect.

Witness my hand this 26th day of September, 2014.

Shelley W. Keen
for GARY SPACKMAN
Director

MEMORANDUM

Date: August 15, 2014

To: Water Right File 47-7726

From: medl

Re: license review

Comment
Information provided by the field examer's report was insufficient to issue a license for the use. I was able to identify and contact the current powerplant operator, Mr. Scott Kaster. I requested additional information about the project from Mr. Kastor and he provided it.

Applicant
Permit 47-7726 was issued to Terry G and/or Mary D White. Mary and Terry White have divorced. Mary has remarried and is now Mary Ostrander.

FERC Exemption #4115 issued to the White Ranch Project on November 16, 1981. FERC recognizes Terry White as the current exemptee. Recent FERC communications have been addressed to Terry White, Mud Creek Hydro, Inc., 10408 Cattail Court, Fort Worth, TX, 76108.

According to available Twin Falls County taxlot information, the powerhouse is located on property that is owned by Vanite Industries. According to ISOS neither of two entities named Vanite Industries is active. Both have been dissolved. Scott Kaster stated that Terry White had retained ownership of the powerhouse.

When permit 47-7726 was last assigned from Steve Harmsen to Terry G and Mary D White in 2006, the assignment used the And connector. Both Terry and Mary will be contacted regarding processing an amendment to the permit.

Source and POD
The source of water is Mud Creek which in some months is largely comprised of irrigation return flows. The best hydroelectric production from the White Ranch powerhouse has occurred in the month of October which is the end of irrigation season and typically a period of higher return flows.

Both the Application for Permit submitted to IDWR and the Application for Exemption submitted to FERC stated that the diversion for power use would be off of an existing cold water fish propagation facility. The field examiner, Mr. Gerald Martens, makes no mention in his report that the water is second-use water. The contemporary photos, that I received from Mr. Kaster show that the fish facility no longer exists. The water diverted and used for power is not a re-diversion of fish propagation water.

I created the POU and POD shape based on supplemental information provided by Mr. Kaster.
The POD and a concrete-lined channel are shared by Mud Creek Water Users' Association's water rights 47-7007, 47-7019A, 47-7019B, 47-7041 and 47-14735.

Water Use
The proof of beneficial use statement was submitted timely on June 25, 1990, but it must be paired to a field exam which was completed months earlier. The exam was done by Gerald Martens, a certified water rights examiner, on March 7, 1989. He submitted his report without the proof of beneficial use statement. The examiner expected that his exam was for additional water and listed water right number 47-7989 as water right whose use he was confirming. IDWR personnel changed the number to 47-7726. Water right permit 47-7989 was for an additional 40 cfs, for power use in the same power project and but it has lapsed.

According to this permit, the water for power use was supposed to be water cascaded from an existing fish propagation facility. There is evidence that the Whites did own and operate a fish propagation facility that might have been located on this water path. (See WR 47-7418). There is no fish facility now. The penstock is buried beneath ground that would have been raceways or rearing ponds. Both this permit and lapsed permit 47-7989 were protested by Mud Creek Waterusers' Association. The protest of 47-7989 was resolved through an agreement between the parties. A copy of the agreement is attached. The agreement authorized Terry White to use the association's existing diversion dam and concrete-lined channel to convey water to his penstock. The headgate which controls the delivery of irrigation water from Mud Creek to the association's property is located on the north wall of the intake structure.

Lapsed WR 47-7989 was for an additional 40 cfs to be put to power use. I believe that the project has beneficially used more water than can be licensed through this right. Additional water use for power generation has occurred. The contemporary powerhouse capacity is approximately 48 cfs.

There is no requirement for bypass flow or maintenance of a minimum flow in Mud Creek.

Rate & Volume

The examiner measured 23.7 cfs in use during his exam. But at the time of the exam, the White Ranch/Mud Creek powerplant was generating at less than its capacity. Analysis of the available generation data indicates that additional rate was likely used during the development period. Records obtained from IPUC show that in October 1986 the project generated a monthly average of 156 kW. Using the familiar equation P=(H x Q x e)/11.81 with e = 60%, H = 65 ft, and P= 156 kW, I solved for Q. The math is: 156 kW x 11.81 / 65 ft x 0.60 = Q ~ 47 cfs. Therefore, I recommend the full permitted rate, 25 cfs, for this license.

My volume recommendation is also based on IPUC records of average kW. The best generation year within the development period of the permit was 1986. The total generation was 749 kW. Using the power equation and solving for Q again, I calculate the average Q for that year was 18.9 cfs. Therefore, I recommend a volume based on that Q. The math is: 18.9 cfs x 365 days x 1.9835 = 13684.6 AF which rounds to 13700 AF.

POU

I created the place-of-use shape based on information provided by Scott Kaster. The POU located differently than it was permitted. An amendment will be required.

Status & Combined Use

There is no requirement for flow to be left in Mud Creek at the POD.

In the April 1985 agreement with the Whites, The Mud Creek Waterusers' Association appears to offer unused irrigation water to the Whites for use in power generation. I have not found that the offer was formally processed as a transfer by IDWR. Instead, I found that the water rights owned by The Mud Creek Waterusers' Association are for irrigation use only.

The White Ranch project may need to acquire an additional permit to cover the full quantity of water used.

The term condition will be based on the date of the 35-year energy sales agreement that the White Ranch project has with IPCo. The agreement is IPUC case U-1006-271. It was approved by IPUC through order 49849 and will expire April 15, 2020.

MEMORANDUM

Date: August 14, 2014

To: Water Right File 47-7726

From: medl

Re: timeline

Comments

Two water rights 47-7726 and 47-7989 are needed to cover the power use at this facility and two permits were issued. However, 47-7989 was lapsed. Because the processing of these two permits was complicated by assignments and extensions, I have created a chronology for the permits and the development of this hydroelectric project.

Timeline

April 1, 1981 Terry G and/or Mary D White file an Application for Permit for (47-7726). The application was protested.

August 11, 1981 Terry G. White files with FERC a Notice of Application for Exemption of a Small Conduit Hydroelectric Facility.

November 16, 1981 FERC grants exemption from licensing #4115 to the project. The FERC knows the project as the White Ranch Project.

March 27, 1984 IDWR issues Permit 47-7726 for 25 cfs for power use to Terry G. and/or Mary D. White.

December 10, 1984 Terry G and/or Mary D. White file an additional Application for Permit (47-7989). The application was protested.

April 15, 1985 Mud Creek Hydro, Inc, and Idaho Power Company enter into a 35-year Firm Energy Sales Agreement.

April 30, 1985 IDWR issues Permit 47-7989 for 40 cfs for power use.

July 22, 1985 IPUC approves the power agreement. (see Case #U-1006-271 Order #19849.)

January 10, 1986 Mud Creek/White project goes online with Idaho Power Company as #31414111.

October 1986 IPUC records show that the maximum power generation (156 kW), during the development period of either permit, occurred in this month. To generate this amount at ~65 feet of head and 70% efficiency requires at least 40 cfs.

November 28, 1988 IDWR sends a letter to Steve Harmsen-Mud Creek Hydro Inc. regarding 47-7726 and 47-7989. The letter states that IDWR had reviewed the proof of beneficial use forms that we had received on November 17, 1988. Mr. Harmsen-Mud Creek Hydro Inc. had not been assigned the permits at that time so the proof forms could not be processed.

November 30, 1988 Steve Harmsen-Mud Creek Hydro Inc. requests return of proof forms and a refund of the $1200 fee.

December 12, 1988 IDWR sends a letter to Steve Harmsen-Mud Creek Hydro Inc. acknowledging his requests. In the letter, IDWR provides the proof due dates for both permits: March 1 1989 for 47-7726 and April 1 1990 for 47-7989.
December 31, 1988 IDWR sends proof due notice for 47-7726 is sent to Terry G and Mary D White

February 27, 1989 IDWR receives a request from Steve Harmsen's law firm for extension of both permits and two new proof of beneficial use forms.
March 7, 1989 IDWR receives Assignment of Permit for both permits from the Whites to Steve Harmsen.
March 7, 1989 Gerald Martens conducts his exam.
March 7, 1989 IDWR personnel memo file 47-7726 with a record of a phone conversation with Steve Harmsen. A non-IDWR examiner will complete the field exam report. The project is complete. A 6-month extension was requested.
March 9, 1989 IDWR sends an acknowledgement letter to the Whites regarding the extension request for 47-7726. The proof due date is extended to August 1, 1990.
May 15, 1989 IDWR sends a letter to Steve Harmsen acknowledging the correspondence "transferring ownership".

January 31, 1990 IDWR sends proof due notice for 47-7989 to Steve Harmsen. It's due date is April 1, 1990.
February 20, 1990 IDWR received a request for extension of WR 47-7989 from Steve Harmsen. Strickouts are intitialed by LGS. An extension is granted to April 1, 1991.
March 22, 1990 IDWR sends Steve Harmsen an acknowledgement letter approving the extension of time for 47-7989.
April 10 & 11 1990 IDWR receives a Beneficial Used Field report for 47-7989 from Gerald Martens.
June 12, 1990 IDWR sends a letter to Steve Harmsen regarding permit 47-7726. The letter acknowledges receipt of the exam report from Gerald Martens but stated that it was without proof of beneficial use form. The form is sent to Steve Harmsen as an enclosure and a due date of August 1, 1990. (August 1, 1990 is the proof due date for 47-7726 not for 47-7989).
June 25, 1990 A Proof of Beneficial Use form is received from Steve Harmsen listing 47-7726.
August 8, 1990 IDWR personnel complete data entry for 47-7726, showing the field exam date as March 30, 1989 and the proof submitted date as June 25, 1990 but also left notes not to film the exam into a water right file.

January 31, 1991 IDWR sends proof due notice to Steve Harmsen for 47-7989. Proof is due April 1, 1991.
April 8, 1991 IDWR sends lapse notice to Steve Harmsen for 47-7989,
April 12, 1991 Steve Harmsen calls IDWR about the lapse notice that he has received. Based on that phone call, IDWR personnel change the water right numbers on the exam report. IDWR personnel memo both files (47-7726 and 47-7989) with a record of the phone conversation with Steve Harmsen and claim the changes that have been made to the water right number. However, the number changes to incorrect to 47-7789 is incorrect. 47-7789 is not related to this project in any way but the number may have been a typo of 47-7989.

April 18, 1991 IDWR sends a letter to Steve Harmsen acknowledging the phone conversation of earlier that day. The letter states that the proof of completion form was not ours and states that we are returning the check. The letter also incorrectly states that permit 47-7726 is not going to be reinstated even though right 47-7726 is in good standing.

Summary

Proof of Beneficial Use for permit 47-7789 appears to have been submitted in November 1988 before the assignment of permit was processed.

A second attempt to submit Proof of Beneficial Use for permit 47-7789 appears to have occurred again in April 1991.

IDWR did not accept either attempt and lapsed the permit.

IDAHO SECRETARY OF STATE
Viewing Business Entity

Ben Ysursa, Secretary of State

[New Search] [Back to Summary]
[Monitor MUD CREEK HYDRO CORPORATION business filings]

MUD CREEK HYDRO CORPORATION

26 N STATE ST
SALT LAKE CITY, UT 84103

Type of Business:	CORPORATION, GENERAL BUSINESS
Status:	ADMIN DISSOLVED, ADMIN DISSLV 06 Jul 2007
State of Origin:	IDAHO
Date of Origination/Authorization:	29 Apr 1985
Current Registered Agent:	STEPHEN BEANE 824 WEST FRANKLIN BOISE, ID 83702
Organizational ID / Filing Number:	C78451
Number of Authorized Stock Shares:	1
Date of Last Annual Report:	17 Feb 2006

Original Filing:

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Filed 29 Apr 1985	INCORPORATION	View Image (PDF format) View Image (TIFF format)

Annual Reports:

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Report for year 2006	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 2005	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 2004	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 2003	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
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Report for year 1997	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1996	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1995	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1994	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
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Report for year 1989	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1988	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1988	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1987	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)

Idaho Secretary of State's Main Page State of Idaho Home Page

Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

IDAHO SECRETARY OF STATE
Viewing Business Entity

Ben Ysursa, Secretary of State

[New Search] [Back to Summary]

VANITE INDUSTRIES OF BUHL, LTD.

PO BOX 663
BUHL, ID 83316

Type of Business:	CORPORATION, GENERAL BUSINESS
Status:	ADMIN DISSOLVED, ADMIN DISSLV 10 Apr 2006
State of Origin:	IDAHO
Date of Origination/Authorization:	30 Jan 1995
Current Registered Agent:	TERRY WHITE 330 BROADWAY AVE N BUHL, ID 83316
Organizational ID / Filing Number:	C109226
Number of Authorized Stock Shares:	10000
Date of Last Annual Report:	03 Dec 2004

Original Filing:

[Help Me Print/View TIFF]

Filed 30 Jan 1995	INCORPORATION	View Image (PDF format) View Image (TIFF format)

Annual Reports:

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Report for year 2005	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 2004	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
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Report for year 2001	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1999	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1998	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1997	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1996	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)

Report for year 1995 ANNUAL REPORT

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Idaho Secretary of State's Main Page State of Idaho Home Page

Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

IDAHO SECRETARY OF STATE
Viewing Business Entity

Ben Ysursa, Secretary of State

[New Search] [Back to Summary]

VANITE INDUSTRIES, INC.

PO BOX 663
BUHL, ID 83316

Type of Business:	CORPORATION, GENERAL BUSINESS
Status:	ADMIN DISSOLVED, ADMIN DISSLV 08 Dec 2006
State of Origin:	IDAHO
Date of Origination/Authorization:	10 Sep 1981
Current Registered Agent:	TERRY WHITE 330 NORTH BROADWAY BUHL, ID 83316
Organizational ID / Filing Number:	C67790
Number of Authorized Stock Shares:	100
Date of Last Annual Report:	20 Oct 2005

Original Filing:

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Filed 10 Sep 1981	INCORPORATION	View Image (PDF format) View Image (TIFF format)

Annual Reports:

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Report for year 1999	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1998	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)

Report for year 1997	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1996	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1995	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1995	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1994	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1994	MISCELLANEOUS	View Image (PDF format) View Image (TIFF format)
Report for year 1993	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1992	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1991	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1990	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1989	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1988	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)
Report for year 1987	ANNUAL REPORT	View Image (PDF format) View Image (TIFF format)

Idaho Secretary of State's Main Page State of Idaho Home Page

Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

RECEIVED
APR 8 1985
Department of Water Resources
Southern District Office

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1985, by and between the MUD CREEK WATERUSERS' ASSOCIATION, INC., a non-profit Idaho irrigation corporation, organized and existing under the laws of the State of Idaho, hereinafter "Association", and TERRY WHITE and MARY WHITE, husband and wife, of Twin Falls County, Idaho, hereinafter "White";

W I T N E S S E T H

WHEREAS, the Association owns, operates, and maintains certain rights-of-way upon which is constructed an irrigation water distribution system which diverts from Mud Creek and serves certain individually owned properties in Melon Valley north of Buhl, Idaho, part of which system traverses the property of White; and

WHEREAS, the Association's members own 7.32 c/f/s of perfected water rights from Mud Creek and said waters represented thereby are diverted for irrigation and other uses at the Association's diversion dam on Mud Creek into and through the Association's system between March 1 and November 15 of each year by Association landowners in Sections 28, 21, and 22, of Township Nine (9) South, Range Fourteen (14) E.B.M., Twin Falls County, Idaho; and

WHEREAS, White has filed to non-consumptively use the water owned by the Association landowners and proposes to construct and place into operation facilities for fish propagation on a constant basis and for power generation with the Association's water when the same is not being used by the Association in the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 28, Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho; and

WHEREAS, White has filed Water Rights Application No. 47-7989 for a water permit authorizing the additional use of said water which application has been protested by the Association; and

WHEREAS, White desires that the protest be dismissed and the Association is willing to withdraw said protest as consideration for the execution of this Agreement; and

WHEREAS, these parties wish to delineate their Agreement in writing;

2 Xfer →

agreement for diversion of 47-7989

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties agree as follows:

1. Dismissal of Protest. The Association herein agrees to withdraw their protest of Water Application No. 47-7989 which White has filed for additional use of Association's 7.32 c/f/s of water.

2. Joint Use of Facilities. The parties agree to the joint use of facilities to be constructed by White so that White may use and divert from the Association's ditch and use all of the Association's water for the propagation of fish, and to generate power with the water which is over and above Association's rights between March 1 and November 15, and to use the facilities to be constructed to convey water from Mud Creek for said fish propagation and power between November 15 and March 1 of the non-irrigation season in accordance with the plan attached hereto as Exhibit "A".

3. Warranty As To Conveyance Capacity. White covenants and warrants that the facilities to be constructed by White in Section 28, Township 9 South, Range 14 E.B.M., Twin Falls County, Idaho, in accordance with Exhibit "A" hereto shall carry the 7.32 c/f/s of the Association's water, and White further covenants that between March 1 and November 15 that the Association's rights shall be conveyed, delivered and measured to the Association at the northeast boundary of White's property, and White's use of the water for trout propagation and power purposes shall be conditional upon the delivery of said 7.32 c/f/s at such point between March 1st and November 15th. The trout facilities and the power facilities shall be owned by White. All facilities critical for the delivery of the Association's water, including the ditch facilities and right-of-way shall be owned by the Association in perpetuity.

4. Priority for Irrigation Water. It is understood and agreed by the parties that the irrigation water rights are prior in time to those rights for fish propagation or hydroelectric generation. It is understood and agreed that those water rights for irrigation are a priority and preferred use of water. It is further understood and agreed that Association does not, by the terms of this Agreement guarantee any future delivery or supply of water to White for his uses in any specific amount or volume. It is the understanding of the parties hereto, that the construction, operation, and maintenance of the facilities shall in no way interfere with the flow of irrigation waters, and it is further understood between the parties that the passage of irrigation waters through the facilities shall take priority over any activities of White with respect to the facilities.

5. Limitation of Uses. White agrees that the use of the waters under Permit No. 47-7989 shall be only for the additional uses of the propagation of fish and power generation.

6. No Warranty. The Association makes no representation or warranty of title, expressed or implied, on the part of the Association as to any land, improvements, rights-of-way, easements, rights or interest therein of any character whatsoever. Nothing herein shall be construed as a conveyance of any water or real property right of the Association in any manner other than as a permission for the additional use of such water based on the conditions of this Agreement.

7. No Interruption of Irrigation Water. White will do all construction work in a manner as will not interrupt or interfere with the Association's delivery of water through said canals or ditches, including the irrigation season of 1985. In the event of such interference or interruption, White will save and hold harmless the Association, or any of its stockholders/waterusers, as against all claims including claims from third parties for any damage, loss (including crop loss), or expenses occasioned by any claim or claims arising out of flooding or out of any interruption or interference with the flow of irrigation or drainage water, including any attorney's fees incurred by the Association.

8. Agent of White. It is understood and agreed that any contractor or contractors employed by White shall be the agent of White and not an independent contractor and White shall be liable as principal therefore. All construction work shall be done and performed in accordance with good construction practices, it being expressly understood and agreed that the Association may designate a person or agent to consult with White in the performance of such construction work, and such person or agent's discretion shall be final as to the construction of irrigation facilities. White covenants that the 15 inch pipe contemplated for the diversion to Association lands below the White property is adequate to carry 7.32 c/f/s of the Association's water plus any other water for which there is a right in said ditch.

9. No Interference. White warrants that the proposed construction shall be so designed and installed, so that the use of the facilities by the Association shall not be interfered with nor shall the Association's delivery of water to its stockholders/waterusers be interfered with at any time or lessened by reason of White's co-use of said facility.

10. Specific Maintenance Covenant. White agrees as a part of the consideration hereof, to repair and put and keep in good order the diversion dam in Mud Creek, the concrete ditch, and other irrigation facilities of the Association located on the property of White, up to the siphon located at the north end of the farmable ground. All of said work shall be accomplished by White without cost to the Association.

11. Poteatial Release of Flood Claims. As additional consideration for the use of the Association's facilities White hereby releases claims for any damage which may occur to the property of White up to the siphon by reason of the existence of said facilities on the property of White. White also acknowledges that any drainage or seepage problems that result on the lands of White or on the lands adjacent to those of White which are caused by the impoundment of water by White shall be the responsibility of White and White herein waives any claim for seepage damages to their own premises.

12. Indemnification and Insurance. White does further agree to indemnify and save harmless the Association for and against all claims, suits, damages, losses, expenses, attorney's fees, or any other costs in any manner resulting from or arising out of the construction herein contemplated or the maintenance, renewal, operation, repair or use of the facilities of White to the siphon including damage.. to crops resulting from interference by reason of the operation of the facility by White. White agrees to maintain liability insurance of $300,000.00 for personal injury and $100,000.00 for property damage and shall name the Association as an additional insured under the loss payable clause of said policy. Delivery of a copy of said insurance policy shall be a condition precedent to this Agreement becoming effective.

13. Hold Harmless on Water Quality. It is understood and agreed that all water pollution problems which might result for the Association by reason of the operation of White shall be the responsibility of White and White agrees to hold the Association harmless for any action taken by any federal, state or local agency to regulate or eliminate pollution, to obtain a permit therefore, or to eliminate such pollution as determined necessary by any governmental agency with jurisdiction.

It is further understood that if by reason of fish propagation, a mossing problem arises, White agrees to treat the water or solve the problem through the use of chemicals or other acceptable means. The Association President or a quorum of Directors shall monitor and inform White of the excess moss build-up.

14. Abandonment. The abandonment of any facilities by White shall not constitute an abandonment of the rights of the Association hereunder, and if the operation of the facilities after said abandonment impairs the rights of the Association to obtain their water, the Association may make said corrections to the facility to insure delivery at the expense of White or his successor.

15. Option of First Refusal. White grants an option of first refusal to the Association for the purchase of said real property and fish propagation facilities if White elects to sell said property. Said option shall be construed as applied to either forty (40) or eighty (80) acres, whichever is being sold, including said facilities.

16. Easement and Right-of-Way Not Impaired. It is understood and agreed that nothing herein shall be deemed to impair the easement and rights-of-way of the Association for the continued full flow of water for irrigation and drainage including the contained use of the easements and rights-of-way of the Association for any purposes whatsoever as connected, or reconstruction of the Association's system.

17. Attorney's Fees. White agrees to pay the Association $200.00 for attorney's fees in connection with this Agreement. If necessary for the Association to threaten or initiate legal action in the future to enforce its rights under this Agreement, and the Association prevails, the Association shall be entitled to reasonable attorney's fees.

18. This Agreement shall constitute a covenant running with the land for the benefit of the Association, their successors and assigns.

19. The parties hereto bind themselves, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MUD CREEK WATERUSERS' ASSOCIATION, INC.

L Loyd E. Hill
President

ATTEST:

Richard A. Schwartz
Secretary

Terry White

Mary White

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this ____ day of _____, 1985, before me, a Notary Public, in and for said County and State, personally appeared _____ and _____, known or identified to me to be the President and Secretary, respectively of MUD CREEK WATERUSERS' ASSOCIATION, INC., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residing at _____

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 9th day of June, 1985, before me, a Notary Public, in and for said County and State, personally appeared TERRY WHITE and MARY WHITE, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Janet M. Shaw
NOTARY PUBLIC FOR IDAHO
Residing at Burley Idaho

MEMORANDUM

Date: January 2, 2014

To: 47-7726

From: Michele Edl

Re: project photos

Photos of the project were provided via a series of emails from Mr. Scott Kaster's phone. I discussed them with him, added the labels and/or descriptive notes and placed them in upstream to downstream order.

Edl, Michele

From: Scott Kaster [hydro60@icloud.com]
Sent: Thursday, January 02, 2014 12:51 PM
To: Edl, Michele
Attachments: photo 1.JPG; ATT167649.txt; photo 2.JPG; ATT167650.txt; photo 3.JPG; ATT167651.txt; photo 4.JPG; ATT167652.txt

Edl, Michele

From: Scott Kaster [hydro60@icloud.com]
Sent: Thursday, January 02, 2014 12:50 PM
To: Edl, Michele
Attachments: photo 1.JPG; ATT167637.txt; photo 2.JPG; ATT167638.txt; photo 3.JPG; ATT167639.txt; photo 4.JPG; ATT167640.txt

Edl, Michele

From: Scott Kaster [hydro60@icloud.com]
Sent: Thursday, January 02, 2014 12:50 PM
To: Edl, Michele
Attachments: photo 1.JPG; ATT167599.txt; photo 2.JPG; ATT167600.txt; photo 3.JPG; ATT167601.txt; photo 4.JPG; ATT167602.txt

Edl, Michele

From: Scott Kaster [hydro60@icloud.com]
Sent: Thursday, January 02, 2014 12:50 PM
To: Edl, Michele
Attachments: photo 1.JPG; ATT163700.txt; photo 2.JPG; ATT163701.txt; photo 3.JPG; ATT163702.txt; photo 4.JPG; ATT163703.txt

Edl, Michele

From: Scott Kaster [hydro60@icloud.com]
Sent: Thursday, January 02, 2014 12:52 PM
To: Edl, Michele
Attachments: photo 1.JPG; ATT163686.txt; photo 2.JPG; ATT163687.txt; photo 3.JPG; ATT163688.txt; photo 4.JPG; ATT163689.txt

Edl, Michele

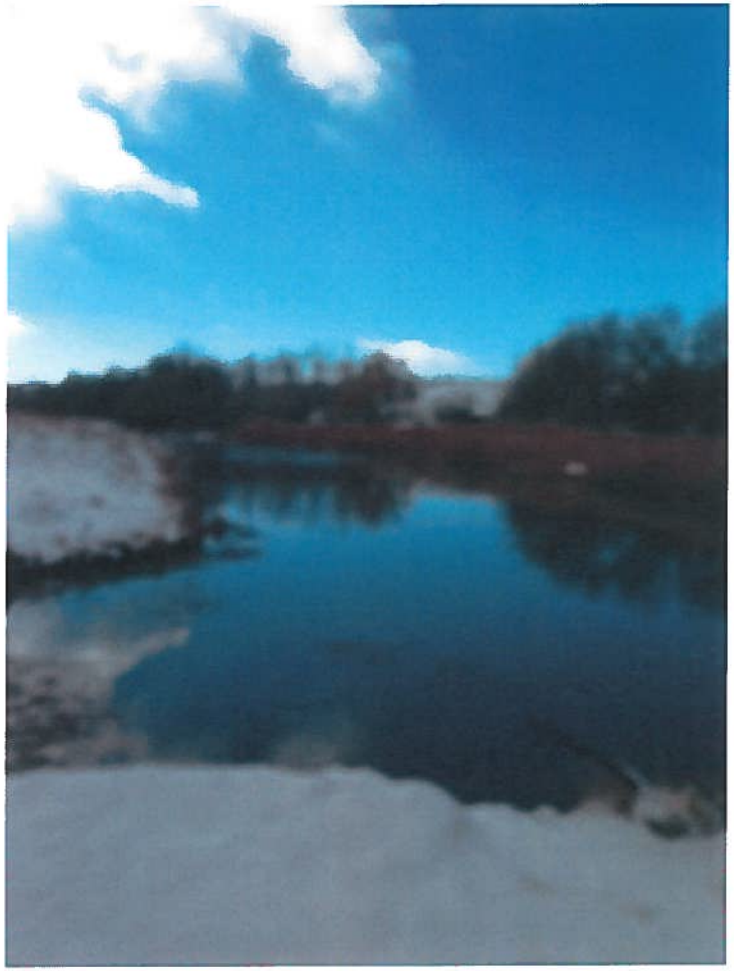
From: Scott Kaster [hydro60@icloud.com]
Sent: Thursday, January 02, 2014 12:49 PM
To: Edl, Michele
Attachments: photo.JPG; ATT163379.txt

WHITE RANCH/MUD CREEK POD

WR # 47-7726
photographer - Scott Kester
Image taken with his phone on 1/2/2014

earthen diversion dam,stop log structure

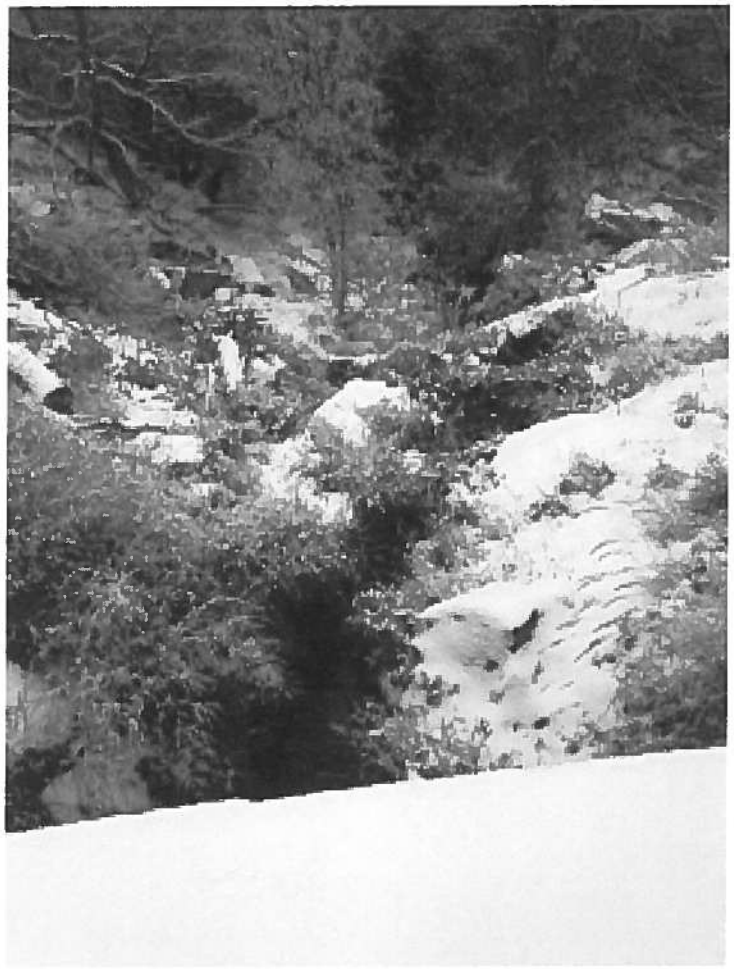
WR # 47-7726
photographer - Scott Kaster
image taken with his phone on 1/2/2014



Mud Creek pool
the diversion intake is near the mossy water at the left

WR# 47-7726
photographer - Scott Kaster
Image taken with his phone on 1/2/2014

WR #47-7726
photographer - Scott Koster
image taken with his phone on 1/2/2014



Mud Creek below the POD

WR# 47-7726
photo grapher- Scott Kaster
image taken with his phone on 1/2/2014

concrete-lined conveyance ditch

WR # 47-7726
photographer- Scott Kaster
image taken with his phone on 1/2/2014

WR # 47-7726
photographer - Scott Kaster
image taken with his phone on 1/2/2014

concrete-lined ditch enters the intak
structure

WR# 47-7726
photographer - Scott Kaster
image taken with his phone on 1/2/2014

penstock intake facing northwest
note the Mud Creek Waterusers Assoc
headgate in the NW

WR# 47-7726
photographer- Scott Kaster
image taken with his phone on 1/2/2014

air vent on buried penstock

WR #47-7726
photographer - Scott Kaster
image taken with his phone on 1/2/2014

WHITE RANCH/MUD CREEK
powerhouse

WR# 47-7726
photographer - Scott Kaster
image taken with his phone on 1/2/2014

smaller of 2 turbine/generator units

WR #47-7726
photographer - Scott Kaster
image taken with his phone on 1/2/2014

larger of 2 turbine/generator unit

WR # 47-7726
photographer - Scott kaster
Image taken with his phone on 1/2/2014

WR #47-7726
photographer. Scott Kaster
Image taken with his phone on 1/2/2014

1 Creek Diversion Dam

2 Pestock Intake

3 Powerhouse

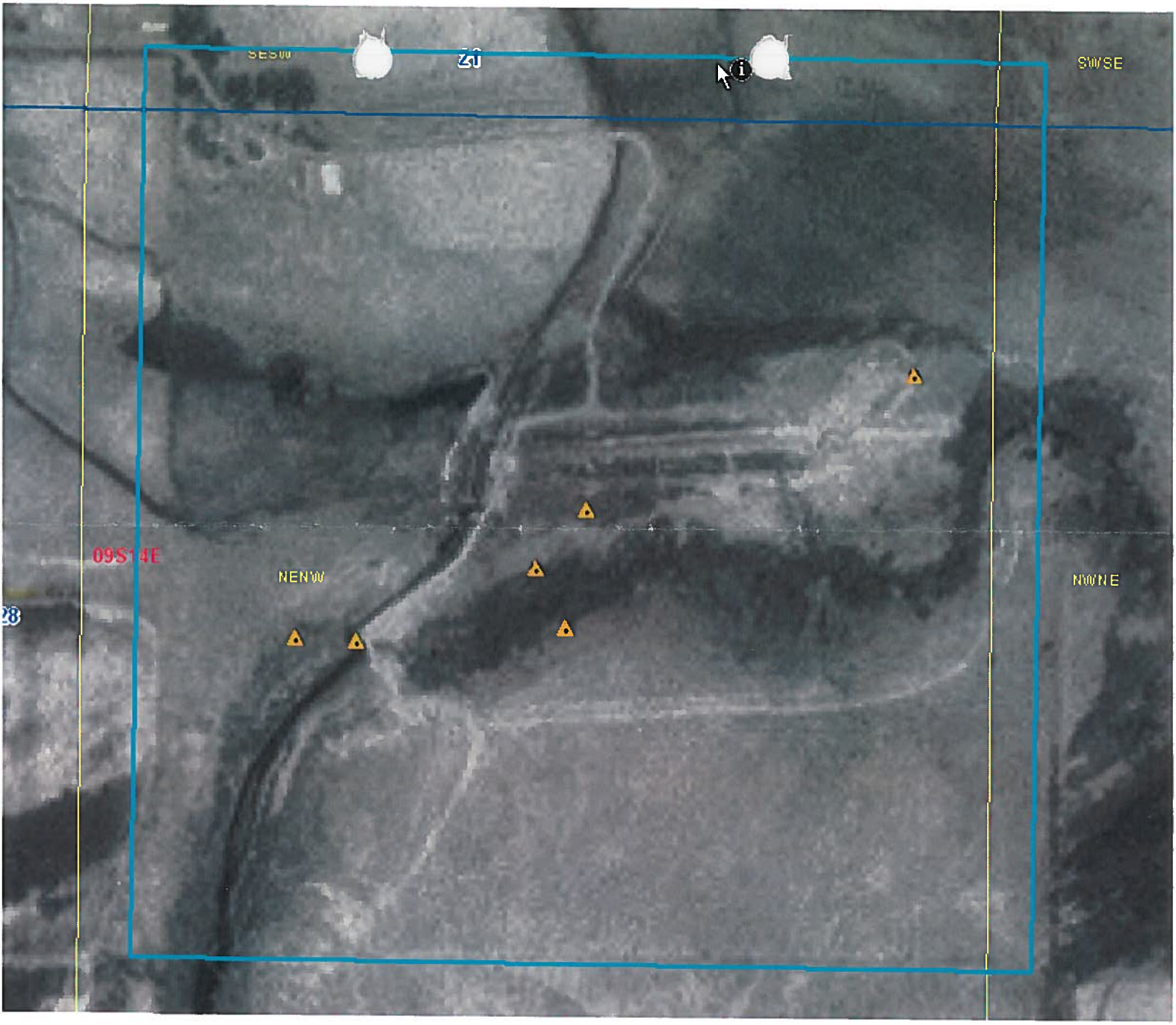
4 Mud Creek

5 Concrete Canal

6 Penstock

Unit 1 Byron Jackson Turbine
15-38 cfs adjustable Flow
US Motors 300 HP Vertical
induction Generator 480V.

Unit 2 Cascade reverse pump
11 CFS Fixed Flow
Generator 60 HP Vertical
induction 480V


SESW
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NENW
NWNE
28

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

December 12, 2013

SCOTT KASTER
4580 CLEAR LAKE RD
BUHL ID 83316

RE: Additional Information Request Water Right Permit No.: 47-7726

Dear Mr. Kaster:

Thank you for agreeing to assist me in locating or providing the information required for licensing of Permit 47-7726. I have been assigned to review the file contents and, if possible, to issue a license for the use. I found that although the development period ended some years ago, and that a field examiner had confirmed beneficial use, the field exam report lacks sufficient information to license the use.

I have located records of electricity generation attributed to the Mud Creek/White hydro during the development period. But I have no information about the turbines or the generators. This is a FERC exempt project and information obtained from the FERC website indicates that the installed capacity of the plant was approximately 220 kW. The number of turbine-generators sets appears to have changed between 1981 and 1993. So I am unsure how many units were installed at the time of the exam. The examiner measured 23.7 cfs flowing over the weirs at the tailrace. I need to confirm that the turbines could use the amount of water that the examiner measured. Please provide photos of the nameplates and/or the nameplate information of the expected head, cfs, and kW for each turbine-generator set.

I have no schematic of the project, no map of its location, and no photos. The locations of the place-of-use and the point-of-diversion, given in the exam report are too general for me to place them with confidence. Attached to this letter, I am providing a two computer screen shots of the permitted place-of-use shown against different aerial photography. The black and white aerial photography is from 1993. The color aerial photography is 2011. Please assist me by indicating on at least one of these photos the location of the diversion weir, the penstock, the powerhouse and the point where the water is returned to Mud Creek.

In summary, please,

1) provide equipment specs for the turbine-generators.
2) indicate on either of the enclosed aerial photos, the location of the diversion from Mud Creek, the path of the penstock, the location of the powerhouse, the location of the point-of-discharge and return the marked photo to me.

I would like to make progress toward issuing a license within the next 30 days. So I would welcome any other information about this project that you think would assist me in building the case. Please let me know if you can't respond back by January 13, 2014. And lastly, feel free to contact me with questions.

Sincerely,

Michele Edl
Associate Engineer
Water Rights Section
Idaho Department of Water Resources
322 East Front Street
Boise, ID 83720-0098
Phone: 208-287-4946

MEMORANDUM

Date: December 20, 2013

To: 47-7726

From: Michele Edl

Re: Additional information requests

On December 12, 2013, I sent a letter to Scott Kaster, the operator of this hydroelectric project. In response, Mr. Kaster has provided me with the current turbine-generator nameplate information and returned an annotated aerial photo.

In a sticky note attached to the returned screen-shot photo, Mr. Kaster offers to take any pictures I need.

I re-contacted Mr. Kaster by phone and I told him that I needed cradle-to-grave documentation of the water path beginning at the diversion from Mud Creek, including the intake, penstock, powerhouse, and ending with the tailrace.

I also told him that available generation data shows that the field examiner was onsite during a lower flow period and measured less than 25 cfs. I asked if he had any flow information from later in 1989, or from 1990 or 1991 when IPUC records show that the facility generated more power than at the time the field exam took place. Mr. Kaster stated that they had no water data.

20101008-0365 FERC PDF (Unofficial) 09/28/2010

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections
Portland Regional Office
805 SW Broadway, Suite 550
Portland, Oregon 97205

SEP 28 2010

In reply refer to:
P-4115-ID

Terry White
Mud Creek Hydro, Inc.
10408 Cattail Court
Fort Worth, TX 76108

Subject: 2010 Operation Inspection Follow-up, White Ranch Project

Dear Mr. White:

This is to confirm a conversation between Mr. Scott Kaster and Mr. Justin Nettle of this office during our May 26, 2010 Operation Inspection of the White Ranch Project, FERC No. 4115. As discussed, the following items require your attention:

1. Penstock Inspection Program: The FERC requires that projects with exposed penstocks or other water conveyance systems establish a penstock inspection program to ensure the water conveyance features are properly inspected and maintained. We have reviewed our files and found that you filed a penstock maintenance and inspection program with this office by August 8, 1994 letter (copy enclosed). You are reminded that the methods and procedures outlined therein should be followed. You should review the 1994 program and make any changes necessary to assure safe and reliable operation of the project.

2. Project Exemption Order: During the subject inspection Mr. Kaster noted that he did not have a copy of the projects exemption at the site and was unaware of whether you would have a copy since the project recently has changed ownership. Enclosed is a copy of the project's November 16, 1981 Order Granting Exemption, as well as July 31, 1989 and November 2, 1993 Orders Amending Exemption for your records. Please ensure copies of these documents are maintained at the project and are available for review during future FERC inspections.

20101008-0365 FERC PDF (Unofficial) 09/28/2010

If you have any questions regarding this matter, please call Mr. Nettle at 503-552-2714.

Sincerely,

Patrick J. Regan, P.E.
Regional Engineer

Enclosures

cc: Mr. Scott Kaster
4580 Clear Lakes Rd.
Buhl, ID 83316

20101008-0365 FERC PDF (Unofficial) 09/28/2010

John J. Straubhar, P.E.
Consulting Engineer
P. O. Box 820
Twin Falls, Idaho 83303-0820

August 8, 1994

94 AUG 15 AM 9:22

Arthur C. Martin, Regional Director
Federal Energy Regulatory Commission
Portland Regional Office
1120 SW 5th Avenue, Suite 1340
Portland, Oregon 97204

Re: Mud Creek Hydroelectric Project, OHL-Pro-4115-000(Exemption)
Program For Inspection And Maintenance of Penstock Conduits

Dear Mr. Martin:

As a part of this letter Mud Creek Hydro, Inc. is submitting a current status report on their program for the inspection and maintenance of penstock and other conduits. The project has a small earthen dam with reservoir, approximately 750 feet of concrete ditch and concrete lined raceway, a penstock intake structure, and 800 feet of penstock. The concrete ditch feeds a number of fish raceways which then discharges into a collection channel that feeds the penstock intake. The project has experienced no failures or minor problems since starting operation in 1986.

Our program is as follows:

1. Frequency and methods of inspection: The concrete ditch is visually inspected at least once a year when the canal is dewatered by the canal company normally in March or early April. The concrete ditch is visually inspected the entire 750 feet, including the banks (inside and out) and the bottom. When performing the exterior check of the banks the observer also looks for seepage, rodent holes, erosion, wet spots, concrete deterioration, and other noteworthy items.

   The concrete ditch operates off of the pond water surface and is the same elevation.

   The diversion check headgate at the concrete ditch intake is inspected at least annually when the canal company dewaters.

   The earthen diversion dam, stop log structure which controls the dam water level and functions as an emergency spillway, and diversion gate are inspected annually when irrigation flows cease.

20101008-0365 FERC PDF (Unofficial) 09/28/2010

The penstock is visually inspected twice each year on the exterior, and two to three years on the interior when the penstock is dewatered.

The ground/soil around the penstock is visually inspected for seepage, erosion, wet spots, and other indicators of a leak in the pipe.

The penstock was painted at construction, the soil in this area is low reactive, and the pipe looks good on visual inspection.

2. Methodology for determining the condition and strength of the canal, penstock and conduit materials:

The concrete at the diversion and penstock intake can be tested using a handheld concrete test hammer or by taking a concrete core sample for compressive testing, if the structures appear to be deteriorating.

The penstock could be tested for electrolysis in suspect locations, if necessary, or the thickness can be determined using ultrasound.

3. Procedures for testing systems under normal operation, and after maintenance work:

The concrete ditch is tested annually for leaks, seepage, or spilling, by a visual inspection when full and running at maximum depth.

The penstock can be tested annually by shutting the two butterfly valves, which creates a momentary pressure several times the approximate 30 psi at normal operation, and visually observing areas of concern.

The pipe and concrete ditch are both visually inspected during the canal company dewatering for maintenance, which normally occurs annually in March or early April.

4. Inspection and periodic testing of control facilities, such as intake gates and valves, turbine gates and valves, surge chambers, and other appurtenances:

The stoplog structure which maintains the pond level, and creates the impoundment for diversion is inspected weekly.

The check structure which releases flows to the concrete ditch, powerhouse, and fish raceways is visually inspected daily.

The slide gate at the penstock intake is observed daily during normal operation. This gate is visually inspected annually when the canal company dewaters.

20101008-0365 FERC PDF (Unofficial) 09/28/2010

The butterfly valves which control flow into the turbines are visually inspected when the canal company dewaters. Leakage past these valves can be readily noted as the turbines will turn when the butterfly valves are closed. The turbine runners are accessible as the turbines have an access port which can be removed to allow visual inspection and removal of sticks or debris.

5. Safety devices and controls:

The power plant is manually operated with limit switches that control the plant during high or low flow. The butterfly valves control the flow of water to the turbines and are pneumatically controlled. If the air pressure drops below 80 psi the plant shuts down.

A timer operates the valves operators which try to restart the plant and then disables the valves, turbines, and controls until the operator arrives at the plant to determine the problem.

The slide gate at the penstock diversion is manual and can be used to dewater the penstock.

6. Inspections of support systems (foundations, pedestals, anchors, etc.) for penstocks or conduits:

Much of the penstock is supported on saddles and thrust blocks.

All support systems such as footings, foundations, anchor blocks, thrust blocks, base gravel, retaining walls, and powerhouse floor are visually inspected annually.

7. Procedures for testing quality of maintenance work:

All maintenance work done by others is checked during and after completion of said work by the plant manager/operator.

The plant is maintained on a regular maintenance schedule and has had very few unplanned shut-downs.

8. Continuing review of hazard potential to downstream life and property:

The earthen diversion dam, stop log diversion, concrete ditch and the penstock represent the greatest hazard potential to downstream life and property. The diversion dam is approximately 800 feet upstream of the powerhouse on Mud Creek. Mud Creek is an irrigation drain partially fed by excess irrigation flows and springs. The Twin Falls Canal Company controls the irrigation flows which ultimately flow to the Snake River.

20101008-0365 FERC PDF (Unofficial) 09/28/2010

Mud Creek flows down a natural drain from the Twin Falls Canal Company system to the Snake River.

There is very little danger to life as there are no dwellings or habitation on this reach of Mud Creek. The lands are private, therefore, fishing or hunting access is limited. The lands are posted against trespass. With no development and limited access the potential for loss is minimal.

There is a small fish farm approximately 1 1/2 miles downstream on Mud Creek which uses Mud Creek flows to rear fish. A flood would effect the operation of this facility. There is also a hydroelectric plant approximately two miles downstream which could be effected by a flood.

A flood could effect the stream habitat. The operator continuously monitors the flows in the pond, ditch and penstock and would know very quickly if a flood or disaster had occurred.

9. Condition of the surrounding terrain, with particular attention to land movement, wet spots, changes in drainage patterns, erosion, clearing, development, etc:

The condition of the terrain around the earthen dam and canal, and penstock is monitored normally twice a year by visual inspection. The terrain is monitored for land movement, wet spots,erosion, spring development, changes in wetland plants, drainage patterns, and general condition of the Mud Creek bypass reach.

10. Any other related pertinent information:

Mud Creek is a natural drainage that developed along with Twin Falls irrigation project in the early 1900's. The Twin Falls Canal Company uses Mud Creek as a waste way for excess irrigation flows and return flows, in addition to springs developed as a result of the irrigation project. Mud Creek flows on a year around basis. The flows in Mud Creek fluctuate with the irrigation season and are regulated by the canal company operation. The spring flows rise and subside with the irrigation season.

Mud Creek is a natural drainage with a fairly large upstream drainage area and no flood storage. It is typical to have some flooding of a short duration given a normal snow year due to overland flow and snow melt. This has not been a problem for the past eight years due to drought. Mud Creek can accommodate most spring flows. Spring flooding potentially could cause some damage to the project but it should not endanger life or property.

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Flood flows due to spring runoff can be diverted around the fish farms.

The plant operates primarily during the non-irrigation season from October to March.

We appreciate the Commissions concerns regarding penstocks and conduits. Safety is a major concern of Mr. Kaster who regularly inspects the plant facilities.

We hope this information will update you on the current status of the inspection and maintenance program of penstocks and conduits. If you have any questions please call me at (308) 736-8255.

Sincerely,

John J. Straubhar, P.E.

John J. Straubhar, P.E.
Consulting Engineer

JJS:ss

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Mr. Terry G. White) Project No. 4115-002

NOTICE OF APPLICATION FOR EXEMPTION OF SMALL CONDUIT
HYDROELECTRIC FACILITY
(September 2, 1981)

Take notice that on August 11, 1981, Mr. Terry G. White of Buhl, Idaho (Applicant) filed an application under Section 30 of the Federal Power Act (Act) [16 U.S.C. Section 823(a)], for exemption of a proposed hydroelectric project from requirements of Part I of the Act. The proposed White Ranch Project (FERC project No. 4115) would be located on the Applicant's fish hatchery system near the town of Buhl in Twin Falls county, Idaho. Correspondence with the Applicant should be directed to: Consulting Associates, Inc., P.O. Box 893, Boise, Idaho 83701.

Purpose of Project - Project energy would be sold to a local utility.

Project Description - The proposed project would consist of: (1) an intake structure within the southern bank of the Applicant's existing fish rearing pond; (2) a 270-foot long penstock; (3) two outdoor generating units with a combined rated capacity of 150 kW discharging into Mud Creek (the water is rediverted in to the hatchery system 1/4 mile downstream); and (4) a 3,000-foot long transmission line to connect the generating units with an existing Idaho Power Company's transmission line.

Agency Comments - The U.S. Fish and Wildlife Service and the Idaho Department of Fish and Game are requested, pursuant to Section 30 of the Federal Power Act, to submit within 45 days from the date of issuance of this notice appropriate terms and conditions to protect any fish and wildlife resources or otherwise carry out the provisions of the Fish and Wildlife Coordination Act. If no comments are filed within this time period, an agency will be presumed to have determined that no terms or conditions to the exemption are necessary. Other Federal, State, and local agencies that receive this notice through direct mailing from the Commission are requested to provide any comments they may have in accordance with their duties and responsibilities. Comments are due within 45 days from the date of issuance of this notice. No other formal requests for comments will be made. Comments should be confined to substantive issues relevant to the granting of an exemption. One copy of an agency's comments must also be sent to the Applicant's representatives.

DC-A-21

Comments, Protests, or Petitions to Intervene - Anyone desiring to be heard or to make any protests about this application should file a petition to intervene or a protest with the Commission, in accordance with the requirements of its Rules of Practice and Procedure, 18 C.F.R. §.18 or §1.10 (1980). Comments not in the nature of a protest may also be submitted by conforming to the procedures specified in §1.10 for protests. In determining the appropriate action to take, the Commission will consider all protests or other comments filed, but a person who merely files a protest or comments does not become a party to the proceeding. To become a party, or to participate in any hearing, a person must file a petition to intervene in accordance with the Commission's Rules. Any comments, protests, or petitions to intervene must be received on or before October 19, 1981. The Commission's address is: 825 North Capitol Street, N.E., Washington, D.C. 20426. The application is on file with the Commission and is available for public inspection.

Kenneth F. Plumb
Secretary

FEDERAL ENERGY REGULATORY COMMISSION
SAN FRANCISCO, CALIFORNIA
SEP 25 1981

4115

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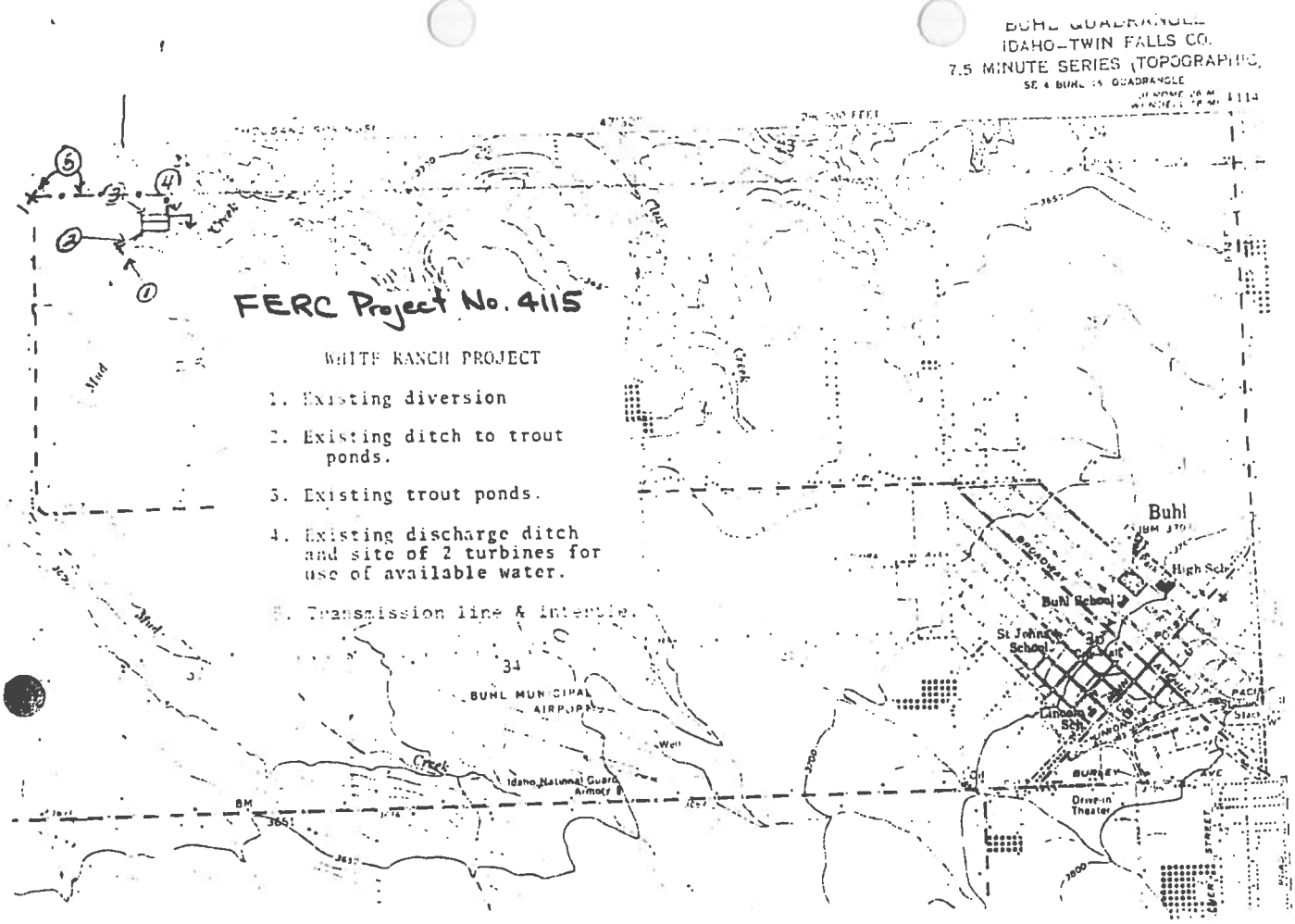

BUHL QUADRANGLE
IDAHO-TWIN FALLS CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)
FERC Project No. 4115
WHITE RANCH PROJECT
1. Existing diversion
2. Existing ditch to trout ponds.
3. Existing trout ponds.
4. Existing discharge ditch and site of 2 turbines for use of available water.
5. Transmission line & interconnection.
Buhl
High Sch
Buhl School
St Johns Sch
Lincoln Sch
BUHL MUNICIPAL AIRPORT
Idaho National Guard Armory
Drive-in Theater
Creek
Mud
Well
BM

20101008-0365 FERC PDF (Unofficial) /28/2010

48 FERC ¶ 62,080

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

89 AUG -9 AM 9:
PORTLAND REGIONAL OFF

Stephen M. Harmsen

Project No. 4115-004
Idaho

ORDER AMENDING EXEMPTION FROM LICENSING

(Issued July 31, 1989)

On June 19, 1989, Stephen M. Harmsen, exemptee for the White Ranch Project, FERC No. 4115, filed a request to amend its exemption. 1/ The exemptee requests that the existing 225 KW generator be replaced with four smaller units having a total installed capacity of 220 KW. The exemptee has requested this change because of unpredictable stream flows and equipment failure.

The U.S. Fish and Wildlife Service and the Idaho Department of Fish and Game have reviewed the request. Neither agency opposes the requested change. 2/

Approval of the application for amendment would not result in any changes to the existing project structures and would not constitute a major federal action significantly affecting the quality of the human environment.

The Director orders:

(A) The White Ranch Project, FERC No. 4115, shall have four generating units with a total installed capacity of 220 KW.

(B) This order is issued under authority delegated to the Director and is final unless appealed to the Commission under Rule 1902 within 30 days from the date of its issuance.

J. Mark Robinson
Director, Division of Project
Compliance and Administration

1/ 17 FERC ¶ 62,241

2/ Responses from the named agencies are attached to this order.

20101008-0365 FERC PDF (Unofficial) 10/28/2010

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Mr. Terry G. White) Project No. 4115-002

ORDER GRANTING EXEMPTION FROM LICENSING FOR
A CONDUIT HYDROELECTRIC PROJECT
(Issued November 16, 1981)

The Applicant 1/ filed an application for exemption from all or part of Part I of the Federal Power Act pursuant to 18 C.F.R. Part 4 SUBPART J (1980) implementing Section 30 of the Federal Power Act (Act) for a project as described in the attached public notice. 2/

Notice of the application was published and comments were requested from interested Federal and State agencies including the U.S. Fish and Wildlife Service and the State Fish and Wildlife Agency. All comments, protests and petitions to intervene that were filed have been considered. No agency has any objection relevant to issuance of this exemption.

Standard Article 2 included in this exemption, requires compliance with any conditions that Federal or State fish and wildlife agencies have determined appropriate to prevent loss of, or damage to, fish and wildlife resources. The terms and conditions referred to in Article 2 are contained in any letters of comment by these agencies which have been forwarded to the Applicant in conjunction with this exemption.

Should the Applicant contest any terms or conditions that were proposed by Federal or State agencies in their letters of comment as being outside the scope of Article 2, the Commission shall determine whether the disputed terms or conditions are outside the scope of Article 2.

It is ordered that:

(A) White Ranch Project No. 4115 as described and designated in Mr. Terry G. White's application filed on

1/ Mr. Terry G. White, Project No. 4115, filed on August 11, 1981.

2/ Authority to act on this matter is delegated to the Deputy Director, Office of Electric Power Regulation under §375.308 of the Commission's regulations 45 Fed. Reg. 21216 (1980), as amended by Order No. 112 in Docket No. RM81-5, issued November 21, 1980, (45 Fed. Reg. 79024).

August 11, 1981, is exempted from all of the requirements of Part I of the Federal Power Act, including licensing, subject to the standard articles in §4.94 of the Commission's regulations, 45 Fed. Reg. 28085 (1980) (to be codified in 18 C.F.R. §4.94).

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

Robert E. Cackowski
Deputy Director, Office of
Electric Power Regulation

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Mr. Terry G. White) Project No. 4115-024

NOTICE OF APPLICATION FOR EXEMPTION OF SMALL CONDUIT
HYDROELECTRIC FACILITY
(September 2, 1981)

Take notice that on August 11, 1981, Mr. Terry G. White of Buhl, Idaho (Applicant) filed an application under Section 30 of the Federal Power Act (Act) [16 U.S.C. Section 823(a)], for exemption of a proposed hydroelectric project from requirements of Part I of the Act. The proposed White Ranch Project (FERC Project No. 4115) would be located on the Applicant's fish hatchery system near the town of Buhl in Twin Falls county, Idaho. Correspondence with the Applicant should be directed to: Consulting Associates, Inc., P.O. Box 893, Boise, Idaho 83701.

Purpose of Project - Project energy would be sold to a local utility.

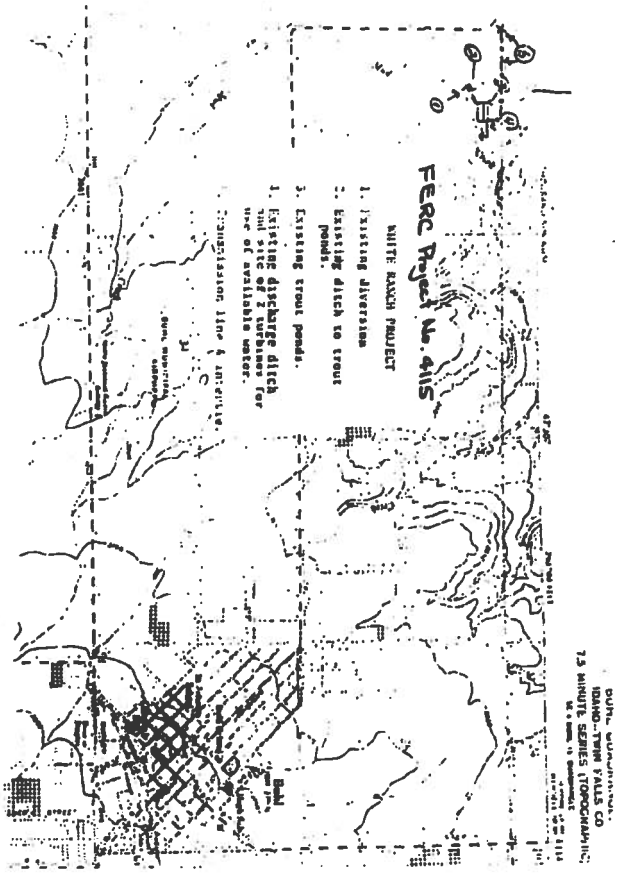
Project Description - The proposed project would consist of: (1) an intake structure within the southern bank of the Applicant's existing fish rearing pond; (2) a 270-foot long penstock; (3) two outdoor generating units with a combined rated capacity of 150 kW discharging into Mud Creek (the water is rediverted in to the hatchery system 1/4 mile downstream); and (4) a 3,000-foot long transmission line to connect the generating units with an existing Idaho Power Company's transmission line.

Agency Comments - The U.S. Fish and Wildlife Service and the Idaho Department of Fish and Game are requested, pursuant to Section 30 of the Federal Power Act, to submit within 45 days from the date of issuance of this notice appropriate terms and conditions to protect any fish and wildlife resources or otherwise carry out the provisions of the Fish and Wildlife Coordination Act. If no comments are filed within this time period, an agency will be presumed to have determined that no terms or conditions to the exemption are necessary. Other Federal, State, and local agencies that receive this notice through direct mailing from the Commission are requested to provide any comments they may have in accordance with their duties and responsibilities. Comments are due within 45 days from the date of issuance of this notice. No other formal requests for comments will be made. Comments should be confined to substantive issues relevant to the granting of an exemption. One copy of an agency's comments must also be sent to the Applicant's representatives.

DC-A-21

Comments, Protests, or Petitions to Intervene - Anyone desiring to be heard or to make any protests about this application should file a petition to intervene or a protest with the Commission, in accordance with the requirements of its Rules of Practice and Procedure, 18 C.F.R. §.10 or §1.10 (1980). Comments not in the nature of a protest may also be submitted by conforming to the procedures specified in §1.10 for protests. In determining the appropriate action to take, the Commission will consider all protests or other comments filed, but a person who merely files a protest or comments does not become a party to the proceeding. To become a party, or to participate in any hearing, a person must file a petition to intervene in accordance with the Commission's Rules. Any comments, protests, or petitions to intervene must be received on or before October 19, 1981. The Commission's address is: 825 North Capitol Street, N.E., Washington, D.C. 20426. The application is on file with the Commission and is available for public inspection.

Kenneth F. Plumb
Secretary



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UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Stephen M. Harnsen

Project No. 4115-006
Idaho

ORDER AMENDING EXEMPTION

(Issued November 2, 1993)

On August 13, 1993, Stephen M. Harnsen, exemptee for the White Ranch Project, FERC No. 4115, filed an application to amend his exemption to revise the project's installed capacity.

The Commission authorized the White Ranch Project with an installed capacity of 220 kW.[1] In the filing, the exemptee indicated that due to equipment availability and actual water flow characteristics, 2 generating units having rated capacities of 60 kW and 224 kW, were installed instead of 4 units as authorized.

On August 11, 1993, Idaho Department of Fish and Game (IDFG) responded to the exemptee's consultation request, and indicated that IDFG had no objection to the change in the installed capacity of the project. The change in the number of units and the total installed capacity will not result in any impacts to the environmental resources other than those identified during the original project review. The issuance of this order is necessary to revise the project's description to reflect the actual turbine and generator capacities.

The Director orders:

(A) The exemption[2] for the White Ranch Project, FERC No. 4115, is amended in this order, effective the first day of the month in which this order is issued.

(B) Ordering paragraph (A) of the order amending exemption from licensing issued July 31, 1989, is revised to read as follows:

> The White Ranch Project, FERC No. 4115, have two generating units (60 kW and 224 kW) with a total installed capacity of 284 kW.

[1] 48 FERC ¶ 62,080, Order Amending Exemption from Licensing issued July 31, 1989.

[2] 17 FERC ¶ 62,241 (issued November 16, 1981) Order Granting Exemption from Licensing for a Conduit Hydroelectric Project.

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

J. Mark Robinson
Director, Division of Project
Compliance and Administration

20101008-0365 FERC PDF (Unofficial) /28/2010

ORIGINAL

STEPHEN M. HARMSEN
ATTORNEY AT LAW
350 SOUTH 400 EAST #G-1
SALT LAKE CITY, UT 84111
(801) 531-1900

FILED
SECRETARY
93 AUG 23 AM 9:48 FAX (801) 532-6100
REGULATORY COMMISSION

August 13, 1993

Project No. 4115-007--Idaho
White Ranch Project
Mud Creek Hydro, Inc.

Secretary
Federal Energy Regulatory Commission
825 N. Capitol Street, N.E.
Mail Code: DPCA HL-21.2
Washington, D.C. 20426

Dear Secretary:

Enclosed please find copy of letter from Idaho Fish & Game in reference to our request for an amendment to our exemption for the White Ranch Hydro, FERC No. 4115 to allow to generating units, 60 MW and 224 MW for a total of 284 MW.

If we can be of further assistance in this matter, please let me know.

Respectfully,

Stephen M. Harmsen
President
Mud Creek Hydro, Inc.

SMH:bv

FERC DOCKETED
AUG 23 1993

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3512 0000

IDAHO FISH & GAME
600 South Walnut
P.O. Box 25
Boise, ID 83707-0025

August 11, 1993

Stephen M. Harmsen
Mud Creek Hydro, Inc.
350 South 400 East #G-1
Salt Lake City, Utah 84111

Re: White Ranch Hydro Project
FERC No. 4115

Dear Mr. Harmsen:

Idaho Department of Fish and Game personnel have no objection to an amendment to your exemption for the White Ranch Hydro, FERC No. 4115 to allow to generating units, 60 MW and 224 MW.

Sincerely

Will Reid

WR:mlm

CC: USFWS (Lobdell)

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

Equal Opportunity Employer

Working for wildlife - since 1938

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON D C 20426

JUL 30 1993

Project No. 4115-005--Idaho
White Ranch Project
Mud Creek Hydro, Inc.

CERTIFY MAIL
RETURN RECEIPT REQUESTED

Mr. Stephen M. Harmsen, President
Mud Creek Hydro, Inc.
350 South 400 East, Suite G-1
Salt Lake City, UT 84111

Dear Mr. Harmsen:

On July 6, 1993, you filed an application to amend your exemption in accordance with the Commission's request of June 16, 1993, for the White Ranch Project, FERC No. 4115.

You were requested to apply for an amendment of your exemption because of the discrepancy between the authorized installed capacity of 220 kW and the actual capacity of 269 kW, and the number of the turbine-generator units changed from four to two units. Your application must include the agencies' comments, and your responses to the comments.

In the July 6, 1993, filing, you indicated that two generating units of 60 kW and 224 kW instead of four units, have been installed because of the water flow limitations. However, you did not provide the requested information regarding consultations with the agencies.

The Commission's staff has reviewed your filing and found it deficient in accordance with Section 4.35 of the Commission's regulations. Therefore, I am rejecting your filing.

You must file the amendment of your exemption as requested in the Commission's letter dated June 16, 1993. You must consult with the federal and state fish and wildlife services regarding the revised project's operation. Until you file the agencies' comments, and your responses to the comments with the Commission, you continue to be in violation of the exemption under the section 4.35, and subjected to the penalty provisions of Section 31 of the Federal Power Act.

FERC DOCKETED
JUL 30 1993

9308110205

If you have any questions concerning this matter, please contact Mr. Buu Nguyen at (202) 219-2913.

This rejection is issued under authority delegated to the Director and constitutes final Commission action. Requests for rehearing by the Commission may be filed within 30 days of the date of this letter, pursuant to 18 C.F.R. §385.713.

Sincerely,

Fred E. Springer

Fred E. Springer
Director, Office of
Hydropower Licensing

0086 0000

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D. C. 20426

JUN 16 1993

Project No. 4115-005--Idaho
White Ranch Project
Mud Creek Hydro, Inc.

CERTIFY MAIL
RETURN RECEIPT REQUESTED

Mr. Stephen M. Harmsen, President
Mud Creek Hydro, Inc.
350 South 400 East, Suite G-1
Salt Lake City, UT 84111

Dear Mr. Harmsen:

This letter is in reference to a noncompliance matter at the White Ranch Project, FERC No. 4115. On December 17, 1992, we sent a letter to you requesting information regarding a difference between the actual installed capacity and the authorized capacity for the White Ranch Project.

In our December 17, 1992, letter, we requested that you explain why the number of the generating units changed from four to two units, and the total installed capacity changed from 220 kW to 269 kW. On January 7, 1992, you responded to our letter explaining that the changes in the number of generating units, and the total installed capacity are because of the availability and water flow characteristic.

Mr. Buu Nguyen of this Division, reviewed your information, and has discussed this issue with you on several occasions and informed you that an amendment of your exemption is necessary. Mr. Nguyen requested you to consult with the federal and state fish and wildlife agencies as indicated in Section 4.35 of the regulations, regarding the revised project's operation. You must include the agencies's comments and your responses with application for amendment.

Our records indicate that you have not responded to our request to formally apply for an amendment of your exemption. Failure to apply could place you in violation of your exemption. Violation of an exemption condition may subject you to the penalty provisions of Section 31 of the Federal Power Act.

FERC DOCKETED
JUN 16 1993

9306240375

Within 60 days from the date of this letter, you must file the application to amend your exemption including the comments from agencies, and your responses to the comments. An original and 8 copies of the application must be filed with the Secretary at the following address:

Secretary
Federal Energy Regulatory Commission
825 N. Capitol Street, N.E.
Mail Code: DPCA HL-21.2
Washington, D.C. 20426

If you have any questions, please contact Mr. Buu Nguyen at (202) 219-2913.

Sincerely,

J. Mark Robinson

J. Mark Robinson
Director, Division of Project
Compliance and Administration

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D. C. 20426

DEC 17 1992

Project No. 4115-005--Idaho
White Ranch Project
Stephen M. Harmsen

Stephen M. Harmsen, President
Mud Creek Hydro, Inc.
350 South 400 East, Suite G-1
Salt Lake City, UT 84111

Dear Mr. Harmsen:

The Commission's Portland Regional Office (PRO) in a memorandum dated November 20, 1992, informed the Division of Project Compliance and Administration that there is a difference between the actual installed capacity and the authorized capacity for the White Ranch Project, FERC No. 4115.

Based on the PRO's memorandum, instead of four generating units with a total installed capacity of 220 kW, as authorized in the Order Amending Exemption from Licensing issued July 31, 1989, there are two units with a the total nameplate capacity of 269 kW (224 kW and 45 kW), installed at the project.

Our records do not reflect that you received Commission approval to make this modification to the project. Therefore, you are directed to provide us an explanation why the number of the generating units and the total installed capacity are different as indicated in the July 31, 1989 order, and whether the change in capacity affected the project hydraulic capacity.

You must file an original and 8 copies of the requested information with the Secretary of the Commission within 30 days from the date of this letter.

If you have any questions concerning this matter, please contact Mr. Buu T. Nguyen at (202) 219-2913.

Sincerely,

J. Mark Robinson

J. Mark Robinson
Director, Division of Project
Compliance and Administration

9301190074

FERC DOCKETED
DEC 17 1992

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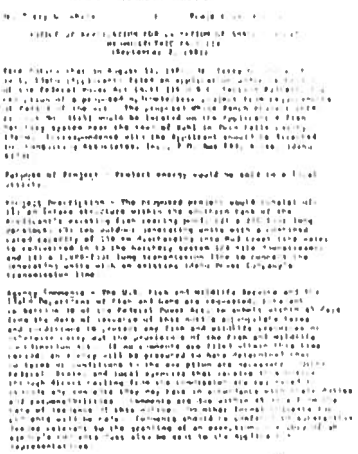
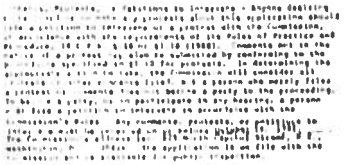
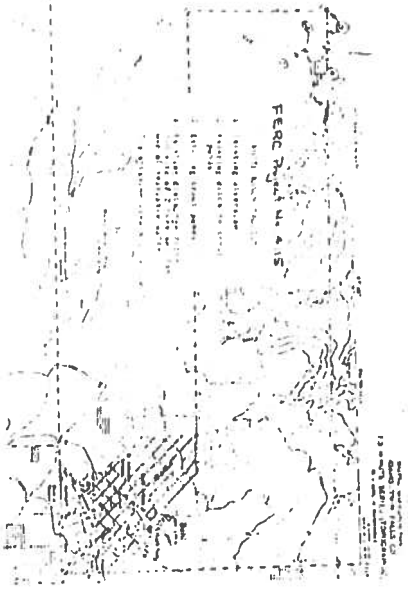






app to FERC
(from film of
77-7989)

RECEIVED
DEC 10 1984
Department of Water Resources
Southern District Office

Project Costs

A) 50 Year Depreciation

Diversion & Control Gates	$
Canal	$ 1.62
Measuring Device	$
Specials	
	$
	$
	$
	$
Road Expense	$
Penstock Inlet	$
Headworks Spillway	$
Tail Race Excav.	$
Powerhouse Base	$
Penstock Base	$
Trash Racks	$
Cleanup/Landscape	$
Design	$
Project Management	$
Project Costing	$ 2761
TOTAL	$

B) 25 Year Depreciation

Penstock (not included in C)	$
By-Pass Valve	$
Electric Control & Switch Gear	$
Transformer	$
Utility Tie & Meter	$
Transmission Line	$
TOTAL	$

C) 10 Year Depreciation

Turbine/Generator (0.5 MW)	$
Other:	
	$
	$
	$
	$
TOTAL	$ 62,000

Total construction $

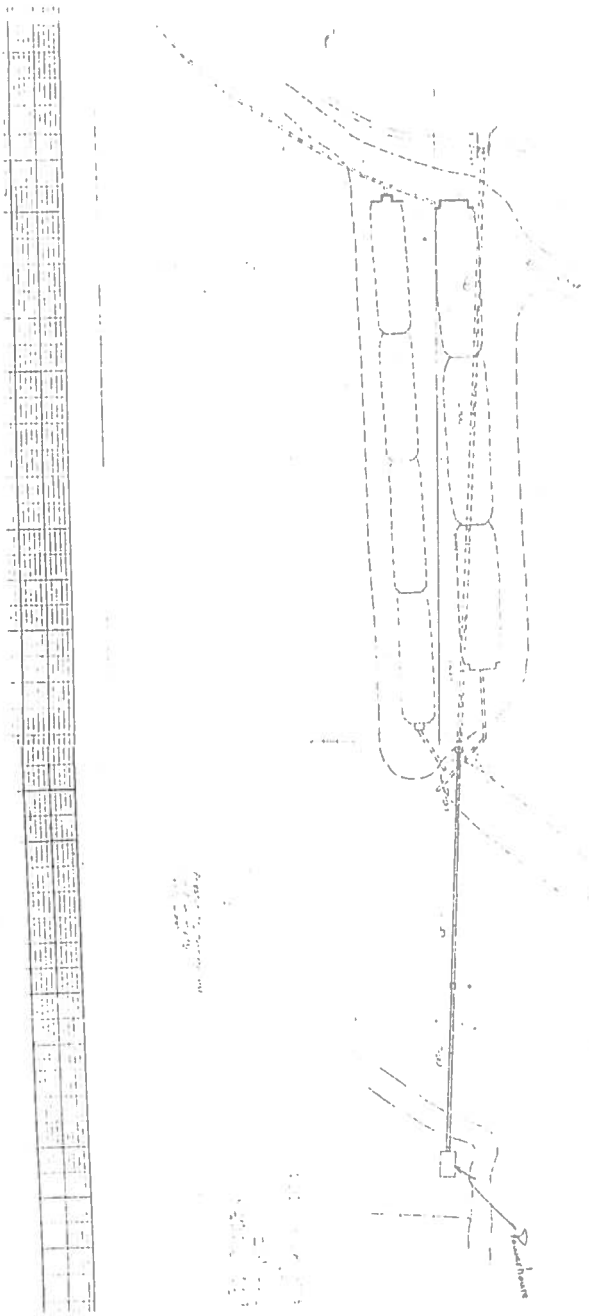
D) Totally Expensed, Indefinite Capitalization, & Non-Depreciable

Interim Interest & Insurance	$
Water Rights	$
Permits (F.E.R.C., Channel, Etc.)	$
Finance Service Charge	$
Administrative Cost	$
Inflation Reserve	$
Legal	$
Property	$
Surveying	$
Project Coordination	$
Auditing, Consultant Services	$
TOTAL	$

TOTALS

A	$
B	$
C	$
D	$
GRAND TOTAL:	$

1981 CONSULTING ASSOCIATES, INC



RECEIVED
DEC 10 19
Department of Water Resources
Southern District Office

RECEIVED
DEC 10 1984

RECEIVED
DEC 10 1984

Per Commission Order
Nos. 18190 & 19849

Myrna J. Walters
Commission Secretary

Facility No: 31414111
Project: Mud Creek

FIRM ENERGY SALES AGREEMENT

THIS AGREEMENT, entered into on this 15th day of April, 1985, is between MUD CREEK HYDRO, INC, a corporation (Seller), and IDAHO POWER COMPANY, a Maine corporation (Idaho) 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 is legally obligated to purchase, electric energy from that facility,

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

ARTICLE I: DEFINITIONS

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

1.1 "Annual Net Energy" - The amount of Net Energy Seller estimates it will deliver to Idaho 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's Boise Bench System Dispatch Center.

1.5 "Disconnection Equipment" - Any device or combination of devices located on the interconnection between the Facility and Idaho's system by which Idaho can manually and/or automatically interrupt the flow of power from the Facility to Idaho's system. Disconnection Equipment includes such enclosures or other facilities as may be required to ensure that only Idaho will have access to the devices.

1.6 ""First Energy Date" - The date when Seller has been interconnected with Idaho's system and begins delivering electric energy to Idaho for purposes of demonstrating to Idaho the Facility's degree of completion and reliability.

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

1.8 "Interconnection Facilities" - All facilities required to be installed solely to interconnect and deliver energy from the Facility to Idaho's system including, but not limited to, connection, switching, metering, relaying, communications and safety equipment.

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

1.10 "Net Energy" - The electric energy produced by the Facility, expressed in kilowatt hours ("kwh"), delivered to Idaho at the Point of Delivery less Station Use and less Losses.

1.11 "Operation Date" - The day commencing at 0001 hours, following the day during which all features and equipment of the Facility have reached a

degree of completion and reliability, such that they are capable of operating simultaneously to deliver Net Energy continuously into Idaho's system.

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

1.12 "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.

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

1.14 "Season" - The four periods of three months each identified in Article VI.

1.15 "Seasonal Net Energy" - The amounts of Net Energy Seller estimates it will deliver to Idaho at the Point of Delivery during each Season.

1.16 "Special Facilities" - Those additions and alterations to Idaho's system which are reasonably required by Prudent Electrical Practices and the national Electric Safety Code to interconnect the Facility safely to Idaho's system.

1.17 "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.

1.18 "Surplus Energy" - Net Energy which is delivered and accepted prior to the Operation Date.

ARTICLE II: NO RELIANCE ON IDAHO

2.1 Seller Independent Investigation - Except for the Disconnection Equipment and any other facilities exclusively within the control of Idaho, Seller warrants and represents to Idaho 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 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, 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 - Any review, acceptance or failure to review Seller's design, specifications, equipment or facilities shall not be an endorsement or a confirmation by Idaho, and Idaho makes no warranties, express or implied, regarding any aspect of Seller's design, specifications, equipment or facilities, including but not limited to safety, durability, reliability, strength, capacity, adequacy or economic feasibility.

3.2 Qualifying Facility Status - Seller warrants that the Facility is a "qualifying facility," as that term 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.

ARTICLE IV: CONDITIONS TO INTERCONNECTION

4.1 Prior to the First Energy Date and as a condition of interconnection with Idaho, Seller shall:

4.1.1 Submit proof to Idaho 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, permit or approvals specified in Appendix C;

4.1.2 Make payment to Idaho for all costs of Disconnection Equipment, metering equipment and Special Facilities as provided for in Appendix B of this Agreement;

4.1.3 Obtain written acceptance from Idaho as provided in paragraph 8.3;

4.1.4 Submit proof to Idaho of all insurance required in Article XIV;

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

4.1.6 Submit to Idaho a statement from a licensed professional engineer certifying that the design of and equipment in Seller's Facilities comply with the standards of this Agreement and with Prudent Electrical Practices.

4.1.7 Obtain written confirmation from Idaho that all conditions to interconnection have been fulfilled. It is understood that such written confirmation shall not be unreasonably withheld by Idaho.

ARTICLE V: TERM AND OPERATION DATE

5.1 Term - 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 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's satisfaction and Idaho has confirmed that satisfaction in writing. Seller shall have the duty to obtain that confirmation and it will not be unreasonably withheld by Idaho.

ARTICLE VI: SALE OF NET ENERGY

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

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

Season 1	December January February	400,000KWH
Season 2	March April May	600,000 KWH
Season 3	June July August	550,000 KWH
Season 4	September October November	650,000 KWH

6.3 Annual Net Energy Amount - The Annual Net Energy shall be 220,000 KWH and shall be the sum of the four Seasonal Net Energy amounts Seller specified above.

6.4 Normal Water Conditions - For hydroelectric generating facilities, the Net Energy amounts Seller has estimated it can supply are based upon the anticipated water flows at the Facility. The parties have reviewed these anticipated water flows 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 Energy amount are reasonable and shall constitute the water flows available to the Facility under "normal" water conditions. No later than 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 21.2.1.

6.5 Net Energy Changes - If, as a result of some action by Seller (for example, procurement of additional long-term water or other fuel supplies, or installation of larger or more efficient generating equipment), Seller is able to permanently increase the amount of annual Net Energy delivered to Idaho by more than 10% above the amount specified in paragraph 6.3 above, Idaho shall purchase this increased amount of Net Energy under the terms and conditions of this Contract except that the price paid to Seller for the increased increment of Net Energy shall not be determined in accordance with paragraph 7.1 of this

Agreement, but instead will be priced at the firm energy rate in effect at the time of such increase for a Contract term equal in length to the period commencing in the year of the Net Energy increase and ending in the year in which this Agreement expires.

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

7.1 Net Energy Purchase Price - The price to be paid to Seller for Net Energy which is not Surplus Energy will be the sum of the following payments:

7.1.1 Base Payment -

Season 1	73.3 Mills/KWH
Season 2	48.9 Mills/KWH
Season 3	73.3 Mills/KWH
Season 4	48.9 Mills/KWH

7.1.2 Adjustable Payment - In addition to the Base Payment specified in paragraph 7.1.1, Idaho shall pay to Seller an Adjustable Payment of 8.0 mills per kilowatt hour for Net Energy delivered and accepted in Seasons 1 and 3 and 5.4 mills per KWH for Net Energy delivered and accepted in Seasons 2 and 4. The Adjustable Payment shall be subject to change pursuant to Commission Order at such time as Idaho's retail rates are revised by Commission Order.

7.2 Surplus Energy Purchase Price - Surplus Energy will be purchased at the non-firm avoided energy rate in effect at the time of delivery. This rate is calculated monthly and is filed with the Commission.

7.3 Continuing Jurisdiction of the Commission - The rates, terms and conditions set forth in this Agreement were established by the Commission in Case No U-1006-200, a general rate proceeding to establish the rates to be paid to qualifying cogeneration and small power production facilities. In accordance with the Idaho Supreme Court opinions in Afton Energy, Inc v Idaho Power Company, 1984 Opinion No 2 (issued January 11, 1984), Afton Energy Inc v Idaho Power Company, 1984 Opinion No 167 (issued December 20, 1984), Idaho Power Company v Idaho Public Utilities Commission, 1985 Opinion No 36 (issued February 20, 1985), and Commission Order No 19442, this Agreement is a special type of contract and as such the rates, terms and conditions of this Agreement are subject to the continuing jurisdiction of the Commission and may be reviewed in the future under the fair, just and reasonable standard not inconsistent with federal law; however, in no event shall the rates paid to Seller under this Agreement exceed the rates established by the Commission in Case No U-1006-200. Such future review of this Agreement under the fair, just and reasonable standard can be conducted in a manner not inconsistent with federal law and Commission Order No 19442 is not inconsistent with that position.

S. M. H. by DEB

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's system.

8.2 Interconnection Facilities - Except for the Special Facilities, metering equipment and Disconnection Equipment specified in Appendix B, Seller

shall construct, install, own, and maintain all Interconnection Facilities. Seller will pay all costs of interconnecting the Facility with Idaho.

8.3 Idaho Review - To assure the Facility and Seller-furnished Interconnection Facilities are of suitable size and are compatible with Idaho's system, Seller shall submit the designs, plans, specifications and performance data for the Facility and Seller-furnished Interconnection Facilities to Idaho for review. Idaho shall, in writing and in conformance with paragraph 4.1.3, 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 determines are necessary to assure the safe delivery of electric energy from the Facility to Idaho's system.

ARTICLE IX: DISCONNECTION EQUIPMENT

9.1 Disconnect Equipment - Idaho will, at Seller's expense, provide, install, own, operate, and maintain all Disconnection Equipment. At Seller's request, Idaho will provide Seller with the general specifications and an itemization by category of the costs of such Disconnection Equipment. Idaho will establish the settings of Disconnection Equipment to disconnect automatically from the Facility for the protection of Idaho's system and personnel consistent with Prudent Electrical Practices. Upon Seller's request, Idaho 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's system shall be controlled by equipment which will perform the following:

(1) Automatically monitor the status of the electrical system on Idaho'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 minutes; and

(3) Operate so that if Idaho's system is de-energized within ten seconds after the initial closure of the disconnecting device, the disconnecting device will immediately open and not close again until Idaho has been satisfied that Idaho 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's authorized personnel will have access to the disconnecting devices.

9.3 Remote Disconnection - Other Disconnection Equipment, including equipment which will provide Idaho'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 when, in Idaho'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, but at such time as operating conditions on Idaho's system dictate, Idaho will install this remote control equipment at Seller's expense. If Seller disputes Idaho'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 - Idaho 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 in accordance with the standards set forth in Appendix A. If required by Idaho, metering will also include measurement of kilovar-hours in a manner agreed to by both parties. All meter equipment, installation, ownership, and administration costs therefor, shall be borne by Seller, including costs incurred by Idaho for inspecting and testing such equipment at reasonable intervals at Idaho's actual cost of providing this equipment and services. The point of metering shall be at the location described in Appendix B. All meters used to determine the billing hereunder shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted.

10.2 Meter Inspection - Idaho shall inspect and test all meters upon their installation and at least once every four years thereafter. If requested by Seller, Idaho 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'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 from the measurement made by the standard meter used in the test, adjustment to the payments Seller has received shall be made to correct those payments affected by the inaccurate meter for the actual period during which inaccurate measurements were made. If the actual period cannot be determined, corrections to the payments will be based on the shorter of (1) a period equal to one-half the time from the date of the last previous test of the meter to the date of the test which established the inaccuracy of the meter; or (2) six (6) months.

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.

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 Electric Safety Code and any other

applicable local, state, and federal codes. If, in the reasonable opinion of Idaho, Seller's operation of the Facility or Interconnection Facilities is unsafe or may otherwise adversely affect Idaho's equipment, personnel, or service to its customers, Idaho may physically interrupt the flow of energy from the Facility or take such other reasonable steps as Idaho deems appropriate. Except in the case of an emergency, Idaho 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.

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's system as declared by Idaho in its reasonable discretion, Seller shall, at Idaho's request and within the limits of reasonable safety requirements as determined by Seller, use its best efforts to provide requested Net Energy, and shall, if necessary, delay any scheduled shutdown of the Facility.

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

13.3 Energy Acceptance - Idaho shall be excused from accepting and paying for Net 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 determines that curtailment, interruption or reduction of Net 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 requires such a curtailment, interruption or reduction of Net Energy deliveries for a period that exceed twenty days beginning with the twenty-first day of such interruption, curtailment or reduction, Seller will be deemed to be delivering Net Energy at a rate determined by dividing the Annual Net Energy amount by 8760 hours. Idaho will notify Seller when the interruption, curtailment or reduction is terminated.

13.4 Voltage Levels - Seller shall use its best efforts to minimize voltage swings and to maintain voltage levels acceptable to Idaho. Idaho 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's expense, Seller's equipment as necessary to accommodate the modified nominal operating voltage level.

13.5 Power Factor - Seller shall provide power within plus or minus 5% of unity power factor. The generator shall be equipped with controls or equipment which give it the capability of operating anywhere within this range.

13.6 Scheduled Maintenance - Seller shall submit a proposed maintenance schedule for each calendar year on or before the preceding February 1,

and Idaho 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 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:

14.2.1 Comprehensive General Liability Insurance for both bodily injury and property damage equivalent to the amount of $1,000,000 combined single limit. Such insurance shall:

(a) include an endorsement naming Idaho as an additional insured insofar as work performed under this agreement is concerned; and

(b) include a provision stating that such liability policies shall not be canceled or their limits of liability reduced without thirty (30) days' written notice to Idaho.

14.2.2 Valued Loss of Income Insurance covering, at a minimum, the perils of fire, extended coverage, vandalism and malicious mischief, earthquake and flood and loss arising out of accidents to boilers and/or pressure vessels and mechanical and electrical breakdown coverage for turbines and generators. Such policies shall:

(a) be in amounts equal to the repayment amounts shown in Appendix D that would be owed to Idaho pursuant to paragraph 21.2.

(b) include a provision stating that this policy shall not be canceled or the limits reduced without thirty (30) days' written notice to Idaho.

(c) include Idaho as an additional insured and loss payee.

14.2.3 Seller to Provide Copies of Policies of Insurance - It is a requirement of this contract that a certified copy of the original policies and all endorsements be furnished Idaho as soon as reasonably possible.

ARTICLE XV: LAND RIGHTS

15.1 Seller to Provide Access - Seller hereby grants to Idaho for the term of this Agreement all necessary rights of way and easements to install, operate, maintain, replace, and remove Idaho'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 with the access described above. All documents granting such easements or rights of way shall be subject to Idaho'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'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 of such public right-of-way for construction and/or maintenance of electric distribution and transmission facilities and Idaho may claim use of such public right-of-way for such purposes at any time. Except as required by paragraph 15.4, Idaho 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's compliance with paragraph 15.4, Idaho may use and attach its distribution and/or transmission

facilities to Seller's Interconnection Facilities, may re-construct Seller's Interconnection Facilities to accommodate Idaho's usage or Idaho 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 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's exercising its rights under this Article XV. Therefore, the parties agree that the exercise by Idaho 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's system of equal capacity and durability as existed prior to Idaho 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 which, despite the exercise of due diligence, such party is unable to foresee, 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; 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 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

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

19.2 Idaho is presently challenging, before the Federal Energy Regulatory Commission ("FERC") and in the Courts, FERC's failure to examine the need for the power to be produced by cogeneration and small power production facilities in FERC's issuance of licenses and exemptions to licensing under the Federal Power Act. If Seller has applied to FERC for an exemption, license of preliminary permit for this Facility, or if an exemption, license or preliminary permit has been granted, execution of this Agreement by Idaho shall in no way be construed by Seller or any other party as a waiver by Idaho of its rights to challenge FERC's issuance of Seller's exemption, license or preliminary permit before the FERC, or in any other forum, and Idaho expressly reserves any and all legal or administrative rights it may have with respect to such challenge.

ARTICLE XX: CHOICE OF LAWS

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

ARTICLE XXI: DEFAULT, NOTICE AND LIQUIDATED DAMAGES

21.1 Notice - In the event 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 30 days after service of such notice, then, and only then, may the nondefaulting party pursue any remedy which it may have in law or equity, including an action to terminate this Agreement, to 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's rights under Article XII, or paragraph A-4.1 of Appendix A to immediately interrupt flows of energy from the facility to Idaho's system.

21.2 Liquidated Damages. The parties agree that the amount of the payment which Idaho is to make to Seller is based on the agreed value to Idaho of Seller's performance of its obligation to provide Net Energy as set out in Article VI for the full term of the Agreement. The parties further agree that if Idaho does not receive such full performance (1) Idaho shall be deemed damaged by reason thereof, (2) it would be impractical or extremely difficult to fix the actual damages to Idaho resulting therefrom, (3) the payments as provided below are in the nature of adjustments in Net Energy prices and liquidated damages and not a penalty, and are a reasonable attempt by the

parties to estimate a fair compensation to Idaho for the reasonable losses that would result from such total or partial default.

21.2.1 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 deliveries of the Annual Net Energy amount Seller shall pay to Idaho, as Idaho's sole and exclusive remedy for damages arising out of this permanent curtailment of Net Energy deliveries, the appropriate lump sum repayment amount specified in Appendix D, multiplied by the difference in megawatt-hours between the annual Net Energy amount specified in paragraph 6.3 and the reduced Annual Net Energy amount. This payment amount will bear interest from sixty (60) days after Idaho receives notice of Seller's permanent reduction of the annual Net Energy amount, until paid, at a rate equal to the average of the prime interst rates of the Idaho First National Bank in effect during each month of that period. For purposes of this paragraph, reduced deliveries of Net Energy due to below-normal water conditions (paragraph 6.4) shall not be considered a permanent curtailment.

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. If the Commission has not approved this Agreement within 60 days of its submission, then either party may terminate this Agreement by giving written notice to the other within 30 days after said 60-day approval period has expired.

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, save that no assignment hereof by Seller shall become effective without the written consent of Idaho 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 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

26.1 Each party agrees to pay its own federal and state taxes on its share of income attributable to the parties' performance of this Agreement, and any other tax, including any tax in the nature of an excise tax.

26.2 Each party shall pay before delinquency all ad valorem 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:
Mud Creek Hydro Corp.
Stephen M Harmsen, Pres.
350 South 400 East
Salt Lake City, UT 84111

To Idaho:
Vice President, Power Operations
Idaho Power Company
P O Box 70
1220 Idaho Street
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(s) of Delivery and Metering, and Operation Date
Appendix C	-	Schedule of Required Licenses and Permits
Appendix D	-	Lump Sum Payment

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 as of the date first above written.

IDAHO POWER COMPANY

By _____
Vice President - Planning and Resources

"Idaho"

MUD CREEK HYDRO, INC

By _____
Stephen M Harmsen
President

"Seller"

STATE OF IDAHO)
) ss
County of Ada)

On this 15th day of April, 1985, before me, the undersigned, a Notary Public, personally appeared DONALD E BARCLAY, personally known, who being duly sworn, did say that he is the Vice President - Planning & Resources 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)

Julie A Rousk
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss
County of Twin Falls)

On this 3rd day of May, 1985, before me, the undersigned, a Notary Public, personally appeared STEPHEN M HARMSEN, 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 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)

Ann Freund
Notary Public for Idaho
Residing at: Twin Falls

APPENDIX A

STANDARDS FOR INTERCONNECTION AND METERING

A-1 GENERAL PROVISIONS

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

A-1.3 Idaho 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 20 KVA shall be three-phase generators connected to three-phase circuits unless otherwise approved by Idaho. Generators 20 KVA and smaller may be either single-phase or three-phase.

A-2.2 Except in certain instances to be determined by Idaho, Seller's generator(s) shall be isolated from Idaho's system by a transformer. The Seller may be required to limit the fault current contribution to Idaho's system by generator impedence, neutral grounding or other means.

A-2.3 Idaho 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's system.

A-2.4 Seller is hereby notified that certain conditions on Idaho'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 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 on a case-by-case basis, but will generally follow the guidelines below:

A-3.1.1 Capacity Under 750 KVA - A kilowatt-hour/demand meter will be installed.

A-3.1.2 Capacity of 750 KVA and Above - A Gem 2 bi-directional, load profiling electronic meter with communication port capability will be installed. An electromechanical kWh backup meter will also be installed.

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, the Seller has failed to provide proper maintenance of the facility or its protection, and this failure could adversely impact Idaho or other Idaho customers, Idaho can require the Seller to cease parallel operation.

A-5 SYNCHRONOUS GENERATORS

A-5.1 If a governor is used, the governor characteristics may be adjusted to at least 5% droop.

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

A-6 INDUCTION GENERATORS

A-6.1 Overvoltage can become a serious problem when an induction generator is isolated to a portion of a transmission or distribution system. Overvoltage relay 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 protction may also be required. On larger units. underfrequency and overfrequency relaying may be required.

A-6.2 Vars for excitation of the induction generator will need to be supplied from the power system or from capacitors as a component of a static Var source. Appendix B to this Agreement provides for compensation to Idaho for Vars supplied.

A-7 DC TO AC CONVERTERS

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

A-8 SWITCHING REQUIREMENTS

A-8.1 Idaho 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 or Idaho's other customers.

A-8.1.3 Seller's generating equipment interferes with other customers, or with Idaho'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. Each operation will be recorded by the date, hour and minute and will include the generator kilowatt hour reading at the time of the operation. This record will be maintained on a monthly basis and the original will be mailed to Idaho on the first business day of the following month. Idaho 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 kilowatt hour meter within the 24-hour period following 12:00 noon on the last day of each month. That kilowatt hour meter reading is to be recorded on the monthly switching report that is mailed to Idaho.

A-9.2 For installations 750 KVA and above, before 10:00 A M each day, the Seller shall provide the Designated Dispatch Facility with an estimate of what the Seller will generate on the following day or days as may be required. In order to maintain a continuous record of energy actually generated and delivered, the Seller shall, by means acceptable to Idaho, obtain the kilowatt hour reading at midnight of each day and shall notify the Designated Dispatch

Facility, the following day, of that meter reading. Additionally, the kilowatt hour meter reading, corresponding to midnight at the end of the last day of each month, shall also be recorded on the monthly switching report that is mailed to Idaho.

A-9.3 The written record of the end-of-month meter reading on the monthly switching report, subject to subsequent review and correction by Idaho, will be the basis of payment for energy purchased by Idaho from the Seller. An adjustment in the kilowatt hours delivered will be made to compensate for the losses in B-6.

APPENDIX B

SPECIAL FACILITIES, POINTS OF DELIVERY AND METERING,

AND OPERATION DATE

WHITE (MUD CREEK)

B-1 DESCRIPTION OF FACILITY

The Seller's Facility is described as two Byron-Jackson induction generators with a nameplate rating of 178 KW, three phase, 480 volts, 60 hertz, driven by T.K.W. type turbines.

B-2 LOCATION OF FACILITY

The Facility is located in the N W Quarter of Section 28, Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho.

B-3 SCHEDULED OPERATION DATE

Seller has selected August 1, 1985, as the Scheduled Operation Date and July 1, 1985, 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, 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, Idaho 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 will be the deadend bells on a slack span pole located 40 feet South of the South sixteenth corner of Section 21, Township 9 South, Range 14 East, Boise Meridian. The Seller will provide the three phase overhead 12.5 KV line from the Point of Interconnection to the generator site. The Seller will also provide a 300 KVA three phase 277/480 volt to 7,200/12,500 volt transformer. Connected grounded-wye--grounded-wye, located approximately 100 feet from the generator.

B-6 LOSSES

Losses shall be 1.49% of the metered energy.

B-7 METERING

The metering equipment will be on the 277/480 volt side of the transformer bank, and will consist of current transformers, and a 277/480 volt, 2.5 AMP demand meter. The meter will register kilowatt-hours and kilowatts of demand. Metering equipment will be owned and maintained by Idaho, with total cost of purchase and installation to be reimbursed to Idaho by the Seller. Normal operation and maintenance expenses regarding metering equipment are included in the operation and maintenance charge provided for in paragraph B-11 of this Appendix.

B-8 SPECIAL FACILITIES

The reconstruction of approximately 5280 feet of existing overhead line to full three phase operation will be provided by Idaho as Special Facilities. The total cost of these Special Facilities will be reimbursed to Idaho by the Seller. The Seller will provide approximately one-half mile of three phase overhead 12.5 KV distribution line from the Point of Interconnection to the generator site.

B-9 REACTIVE POWER

Total Reactive Power required to be supplied by Idaho to the Seller is 127 KVAR, as provided in information by the Seller. Idaho will install and maintain facilities on its system so as to meet this requirement with total cost of installation to be reimbursed to Idaho by the Seller.

B-10 DISCONNECTION EQUIPMENT

Disconnection Equipment is required to insure that the Seller's Facility will be disconnected from Idaho's system in the event of a disturbance on either Idaho's system or the Seller's Facility. This equipment is for the protection of Idaho's equipment only. Idaho will supply one 400 AMP fused and one 400 AMP non-fused disconnects, and a relay cabinet containing relaying and one size five contactor and associated wiring logic. The Seller will install the switches, cabinet, and all wiring and conduit necessary for the operation of the interconnection equipment. Idaho 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 and Metering Equipment is $17,293. The total cost of installation of Reactive Power is $936. The total cost of the Disconnecting Equipment is $11,040. Total amount to be paid to Idaho by the Seller is $29,269, less the $1,000 Application Fee. This represents the amount that will be charged by Idaho if the Seller makes the payment on or before April 30, 1985. If the Seller does not make this payment by the specified date, the amount will be subject to adjustment by Idaho. Idaho will not schedule construction or order Special Facilities which are not ordinarily maintained in Idaho's inventory until payment has been made. In addition, to the installation and construction charges above, during the term of the Agreement, Seller will pay Idaho an operation and maintenance charge of 0.7% per month times the total amount specified above. The monthly operations and maintenance charge may be adjusted during the term of the Agreement to reflect changes in the costs upon which the charge is based. Idaho will maintain on file with the Commission a schedule showing the cost components and calculation of the monthly operation and maintenance charge.

B-12 SALVAGE

No later than sixty (60) days after the termination or expiration of this Agreement, Idaho 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's nearest warehouse, if the Interconnection Facilities will be removed. If Seller elects not to retain ownership of the Interconnection Facilities but instead wishes that Idaho purchase such facilities from

Seller at the net salvage value, Idaho may then be invoiced by Seller for the net salvage value estimated by Idaho for the Interconnection Facilities and shall pay such amount to Seller within thirty (30) days after receipt of said invoice. Seller shall have the right to offset the invoice amount against any present or future payments due Idaho.

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 License for the Facility, or (2) exempting the Facility from Licensing.
2. Permit for the appropriation of water for power production purposes issued by the Idaho Department of Water Resources.
3. Evidence of compliance with Subpart B of CFR §292.707.

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		
	1985	1986	1987
1	20	20	20
2	40	40	40
3	60	60	65
4	80	80	85
5	100	105	105
6	120	125	125
7	140	145	145
8	160	165	165
9	180	185	185
10	195	200	200
11	210	215	220
12	230	235	240
13	250	260	270
14	265	270	300
15	290	310	325
16	315	335	355
17	340	360	385
18	365	385	410
19	390	410	435
20	410	430	460
21	425	450	480
22	440	465	495
23	455	480	510
24	465	490	520
25	470	500	525
26	470	495	520
27	465	490	510
28	445	475	495
29	420	450	475
30	390	410	430
31	345	365	385
32	280	295	315
33	200	220	220
34	100	110	110
35	0	0	0

IDAHO POWER COMPANY
PRODUCTION GRAPHS AND STATISTICS OF COGENERATION PROJECTS

1993 SECOND QUARTERLY UPDATE

RECEIVED
FILED
'93 AUG 25 AM 8 52
IDAHO PUBLIC
UTILITIES COMMISSION

	PAGE
TOTAL GENERATION	1
HYDRO GENERATION	2
STEAM GENERATION	3
INTERCONNECTION GRAPH	4
AFTON	20
BARBER DAM	30
B.C. EMMETT	6
BIRCH CREEK	6
BLACK CANYON #3	33
BLIND CANYON	11
BOX CANYON	13
BRIGGS CREEK	22
BYPASS	28
CANYON SPRINGS	13
CEDAR DRAW	19
CLEAR SPRINGS	15
CRYSTAL SPRINGS	23
CURRY CATTLE	11
DIETRICH DROP	29
ELK CREEK	24
FAULKNER RANCH	27
FISHERIES DEV. CO.	33
GEOBON #2	26
HAILEY CSPP	8
HAZELTON A	32
HAZELTON B	34
JIM KNIGHT	12
KASEL & WITHERSPOON	17
KOYLE	17
LATERAL #10	16
LEMOYNE	8
LITTLE WOOD / ARKOOSH	26
LITTLE WOOD RIVER RESERVOIR	18
LOWLINE CANAL	19
LOWLINE #2	29
MAGIC RESERVOIR	32
MALAD RIVER	14
MARCOS RANCHES	20
MITCHELL BUTTE	31
MUD CREEK/S & S	14
MUD CREEK/WHITE	23
NORTHSIDE CANAL Y-8	10
OWYHEE DAM	21
PIGEON COVE	18
POCATELLO WASTE	22
REYNOLDS IRRIGATION	25
ROCK CREEK #1	16
ROCK CREEK #2	31
SAGEBRUSH	15
SCHAFFNER	25
SHINGLE CREEK	5
SHOSHONE	12
SIMPLOT	24
SLAUGHTERHOUSE CREEK	7
SNAKE RIVER POTTERY	7
SNEDIGAR RANCH	10
STEVENSON #1	9
STEVENSON #2	9
SUNSHINE POWER #2	28
TAMARACK	5
TROUT-CO	27
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WEST BOISE WASTEWATER	30
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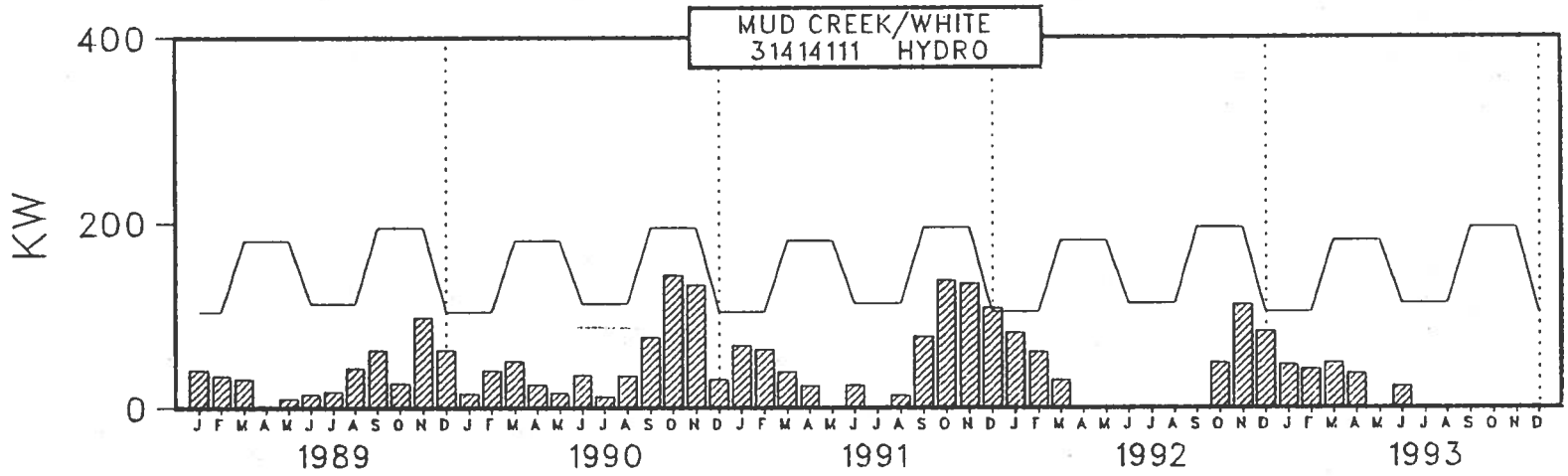
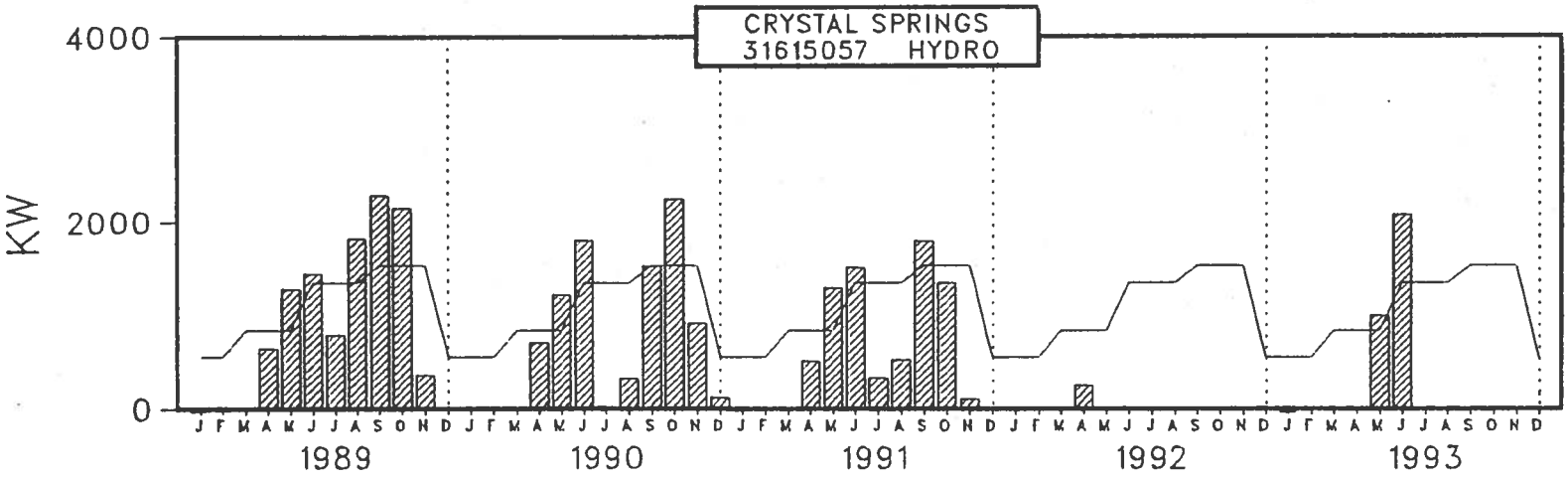
WHITE WATER RANCH	21
HYDRO AND STEAM PERCENTAGES BY MONTH	36-37
ACTUAL GENERATION	38-52

IDAHO POWER COMPANY
Cogeneration and Small Power Production



Legend
ACTUAL GENERATION
ESTIMATED GENERATION



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

1986		JAN86	FEB86	MAR86	APR86	MAY86	JUN86	JUL86	AUG86	SEP86	OCT86	NOV86	DEC86
31515004	MUD CREEK/S&S	95	116	119	77	92	81	77	78	84	113	69	12
31416001	SHOSHONE	84	95	185	288	308	227	299	292	303	155	280	126
11766002	TAMARACK	4717	4213	3980	4437	2740	4850	4967	4879	4492	4170	4324	4537
31415017	NORTHSIDE CANAL Y-8	-6	0	0	40	65	53	50	62	56	43	29	16
31415023	CURRY CATTLE CO.	0	0	0	78	188	190	216	219	167	67	0	0
11415009	SHINGLE CREEK	89	94	126	169	192	192	187	163	143	122	109	99
31615003	ROCK CREEK #1	1135	1593	1720	1877	1845	1872	1872	1932	1873	1927	1479	1075
31515009	MALAD RIVER	228	502	572	538	580	564	405	662	670	494	677	400
31516014	CLEAR SPRINGS TROUT	419	421	422	190	259	425	434	417	423	418	430	434
31416013	BOX CANYON	242	237	186	169	178	199	243	253	235	185	207	205
31615030	KOYLE	244	391	701	566	768	690	743	895	879	528	857	442
31615031	KASEL & WITHERSPOON	309	311	253	412	660	873	805	697	842	811	531	358
44767012	AFTON	5886	5198	5723	6246	4987	6246	6363	6298	6436	5278	5039	5220
31214058	BIRCH CREEK	42	42	41	34	40	43	47	49	52	51	52	50
31316010	STEVENSON #1	33	34	31	33	32	33	35	32	33	33	33	34
31415065	BLACK CANYON NO.3	0	0	0	28	65	56	53	39	109	67	96	4
31616081	CEDAR DRAW	389	289	349	1137	1260	1093	872	504	1420	1363	541	409
31316011	STEVENSON #2	20	22	17	4	17	10	12	12	15	10	6	6
31415094	JIM KNIGHT	0	15	89	125	231	271	218	202	148	40	146	85
31416020	CANYON SPRINGS	103	82	85	92	82	97	100	99	96	91	95	101
31615067	PIGEON COVE	719	695	623	926	950	1195	1634	1603	1808	1636	873	799
31315021	SNAKE RIVER POTTERY	64	68	45	8	34	36	42	45	28	46	63	76
31316015	LEMOYNE	25	24	25	23	21	23	22	21	17	23	25	25
31414075	SNEDIGAR RANCH	212	224	203	278	301	300	338	342	411	356	225	189
31715099	LOWLINE CANAL	-4	-2	-1	3001	7408	7463	7584	7843	6707	3944	-6	-6
31315093	HAILEY CSPP	19	21	24	26	28	30	32	30	23	0	25	47
31615105	LITTLE WOOD RIV. RES.	0	648	1436	2271	2731	2777	2404	915	244	0	16	0
31615056	LATERAL #10	1283	1087	1251	1245	755	658	745	1229	1726	1514	0	665
11866066	B.C. EMMETT	8522	6650	0	6651	7956	11107	11266	11448	6059	9644	8837	10416
31515103	SAGEBRUSH	-8	-2	54	220	244	229	232	159	169	17	131	115
31315029	WHITE WATER RANCH	105	107	91	90	61	50	82	84	115	112	117	132
31615117	MARCOS RANCHES	0	0	0	199	515	656	636	776	1106	699	799	101
12616071	OWYHEE DAM	-25	2408	5076	5066	5234	5214	5091	0	4814	4752	1475	3458
31315008	H.E.E.D. CO.	7	11	10	7	23	24	24	0	0	0	0	0
31515100	BRIGGS CREEK	429	433	442	448	446	445	455	488	525	531	549	510
31615057	CRYSTAL SPRINGS	34	0	76	1203	1725	1324	1056	1220	1755	1606	457	282
41455091	POCATELLO WASTE	154	146	148	156	151	147	138	126	123	132	156	152
31414111	MUD CREEK/WHITE	67	94	86	19	34	1	0	40	156	0	134	118
11111111	SIMPLOT POCATELLO	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
11615077	ELK CREEK	0	0	0	312	1034	1460	525	0	63	259	276	59
21415119	REYNOLDS IRRIGATION	0	0	0	0	71	170	213	226	237	235	112	239
31515107	LITTLEWOOD/ARKOOSH	0	0	0	0	0	0	0	595	852	304	769	428
41515122	SCHAFFNER	0	0	0	0	0	0	0	95	135	115	92	71
31615098	GEOBON 2	0	0	0	0	0	0	0	0	0	-3	762	463
31415027	TROUT CO.	0	0	0	0	0	0	0	0	0	0	1	155
	TOTAL	25633	26265	24186	38689	44312	51376	50520	45073	45545	41890	30885	32102

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

1987		JAN87	FEB87	MAR87	APR87	MAY87	JUN87	JUL87	AUG87	SEP87	OCT87	NOV87	DEC87
31515004	MUD CREEK/S&S	0	43	50	50	46	27	0	0	10	122	25	117
31416001	SHOSHONE	0	141	173	208	279	297	277	284	180	70	167	83
11766002	TAMARACK	4925	4773	4391	4452	3967	4689	5130	4663	4476	3800	4507	4971
31415017	NORTHSIDE CANAL Y-8	4	0	4	51	68	92	44	66	67	21	7	14
31415023	CURRY CATTLE CO.	0	0	0	115	234	219	222	248	180	95	0	0
11415009	SHINGLE CREEK	89	85	90	114	188	154	116	106	90	85	85	79
31615003	ROCK CREEK #1	967	921	898	1249	1603	1874	1932	1921	1929	1991	1577	1185
31515009	MALAD RIVER	122	265	257	316	315	287	394	259	434	146	34	85
31516014	CLEAR SPRINGS TROUT	436	439	436	425	431	424	410	404	430	139	363	434
31416013	BOX CANYON	231	270	261	265	251	258	241	234	234	233	246	257
31615030	KOYLE	95	188	270	503	844	590	385	433	442	181	20	39
31615031	KASEL & WITHERSPOON	316	270	262	298	566	601	546	555	782	697	455	251
44767012	AFTON	6073	5269	6237	5864	5520	5456	3320	5726	6442	5542	4471	6066
31214058	BIRCH CREEK	47	47	45	30	40	45	47	46	51	47	50	49
31316010	STEVENSON #1	32	33	34	26	33	33	33	34	35	35	24	34
31415065	BLACK CANYON NO.3	0	0	0	45	108	83	69	75	118	44	0	0
31616081	CEDAR DRAW	325	282	250	641	434	593	601	614	1264	1169	366	543
31316011	STEVENSON #2	34	32	30	31	30	29	32	34	32	26	30	32
31415094	JIM KNIGHT	0	41	0	89	205	213	216	185	183	63	36	37
31416020	CANYON SPRINGS	95	100	93	95	87	102	102	107	90	92	120	129
31615067	PIGEON COVE	607	562	446	732	1311	1529	1501	1425	1756	1576	891	792
31315021	SNAKE RIVER POTTERY	56	53	66	71	4	36	34	38	39	42	56	63
31316015	LEMOYNE	25	26	26	25	19	21	21	23	22	24	24	24
31414075	SNEDIGAR RANCH	186	170	146	190	225	262	300	295	342	308	227	208
31715099	LOWLINE CANAL	-10	-12	-6	3166	7404	7020	7315	7347	6063	3592	-2	-15
31315093	HAILEY CSPP	46	47	47	8	15	38	38	38	35	37	38	36
31615105	LITTLE WOOD RIV. RES.	0	-8	-2	555	1081	988	1220	445	51	-3	-3	-3
31615056	LATERAL #10	1305	754	483	1629	768	1114	1005	1385	1772	1313	1871	1648
11866066	B.C. EMMETT	9437	10240	9820	3988	2287	11982	11592	10681	7582	10435	6518	9561
31515103	SAGEBRUSH	0	0	0	36	373	214	276	247	173	76	30	-5
31315029	WHITE WATER RANCH	141	123	133	117	103	106	95	82	52	98	143	126
31615117	MARCOS RANCHES	0	0	0	359	682	562	534	632	1014	390	0	0
12616071	OWYHEE DAM	-20	-21	4879	5041	4932	4775	4329	4071	3891	2683	-21	4
31315008	H.E.E.D. CO.	13	8	9	6	20	3	0	12	6	35	28	16
31515100	BRIGGS CREEK	490	487	442	433	416	460	478	496	515	506	528	493
31615057	CRYSTAL SPRINGS	209	76	75	750	592	849	712	673	1929	1582	267	72
41455091	POCATELLO WASTE	123	156	150	152	118	169	156	148	170	168	185	175
31414111	MUD CREEK/WHITE	79	78	57	21	0	0	0	10	123	138	127	105
11111111	SIMPLOT POCATELLO	0	0	0	0	0	0	0	0	0	0	0	0
11615077	ELK CREEK	-11	30	312	1354	1769	831	118	-2	-2	-3	-4	-10
21415119	REYNOLDS IRRIGATION	190	237	194	103	80	115	169	179	206	173	210	206
31515107	LITTLEWOOD/ARKOOSH	182	274	254	516	725	750	827	791	672	234	108	160
41515122	SCHAFFNER	54	44	39	169	332	286	170	130	82	67	53	47
31615098	GEOBON 2	184	302	315	575	832	685	867	829	731	246	8	144
31415027	TROUT CO.	154	143	156	79	56	51	50	75	122	129	141	142
31615121	FAULKNER RANCH	0	0	0	0	0	0	0	420	664	200	42	88
41415124	SUNSHINE POWER #2	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	27230	26968	31821	34942	39393	48913	45924	46465	45476	38643	24050	28482

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

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

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

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

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

21615078	BARBER DAM	0	0	0	1174	2280	2222	2308	2090	1579	332	87	-29
31615104	ROCK CREEK #2	0	0	11	1253	850	1093	1464	1620	1879	1253	442	662
12614070	MITCHELL BUTTE	0	0	0	0	671	1461	1154	1671	1414	530	-10	-32
31715123	MAGIC RESERVOIR	0	0	0	0	2344	5951	5547	2827	-35	-26	-47	-36
22314133	WEST BOISE WASTE	0	0	0	0	0	0	189	184	177	185	175	193
	TOTAL	24652	22367	24905	33802	63952	76831	71934	68618	58819	49708	24906	26939

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

1990		JAN90	FEB90	MAR90	APR90	MAY90	JUN90	JUL90	AUG90	SEP90	OCT90	NOV90	DEC90
31515004	MUD CREEK/S&S	97	71	44	29	77	121	60	107	219	215	212	151
31416001	SHOSHONE	109	126	282	272	300	292	309	299	298	95	62	65
11766002	TAMARACK	4538	4433	4559	3262	4617	4846	4909	4834	4782	4908	4094	4872
31415017	NORTHSIDE CANAL Y-8	17	15	18	27	32	31	24	37	30	0	0	0
31415023	CURRY CATTLE CO.	0	0	0	71	98	403	69	184	140	58	0	0
11415009	SHINGLE CREEK	80	74	80	122	176	190	171	136	112	107	99	78
31615003	ROCK CREEK #1	901	653	561	873	1475	1773	1820	1899	1979	1998	1536	945
31515009	MALAD RIVER	202	254	347	401	616	437	150	373	499	280	4	46
31516014	CLEAR SPRINGS TROUT	417	412	421	415	416	416	417	405	423	398	413	384
31416013	BOX CANYON	237	242	244	212	211	233	199	201	195	207	188	220
31615030	KOYLE	138	218	421	600	941	780	350	531	629	448	0	47
31615031	KASEL & WITHERSPOON	303	291	222	293	542	770	699	801	1050	1016	554	500
44767012	AFTON	6405	7070	6120	6082	5996	6175	3629	5765	6300	6801	4458	3862
31214058	BIRCH CREEK	44	44	43	30	38	44	43	47	52	52	47	44
31316010	STEVENSON #1	25	25	14	12	28	27	6	10	27	24	24	9
31415065	BLACK CANYON NO.3	0	0	0	53	104	87	94	59	40	33	0	0
31616081	CEDAR DRAW	309	252	208	688	849	1297	423	390	1087	1452	773	361
31316011	STEVENSON #2	34	35	33	30	30	26	32	34	33	30	29	28
31415094	JIM KNIGHT	0	0	67	136	146	183	257	120	219	86	0	0
31416020	CANYON SPRINGS	58	113	116	98	100	109	124	123	93	108	110	72
31615067	PIGEON COVE	674	540	396	947	1374	1401	1103	1207	1449	1589	902	720
31315021	SNAKE RIVER POTTERY	60	59	53	37	28	29	27	27	40	46	61	62
31316015	LEMOYNE	25	12	1	22	22	13	22	11	18	21	24	24
31414075	SNEDIGAR RANCH	123	143	111	134	237	295	232	270	232	235	182	169
31715099	LOWLINE CANAL	-5	-6	-8	3598	6600	6880	8033	7830	5976	3969	354	-2
31315093	HAILEY CSPP	16	15	17	17	15	15	16	16	15	15	15	14
31615105	LITTLE WOOD RIV. RES.	-7	0	-9	342	1387	1325	1350	146	0	0	-1	-3
31615056	LATERAL #10	902	482	74	1321	1715	1812	150	643	2096	2115	1937	992
11866066	B.C. EMMETT	9668	8678	9028	5391	1917	10935	12262	12286	3307	11822	9156	9175
31515103	SAGEBRUSH	-4	-4	67	200	287	302	284	287	272	96	0	0
31315029	WHITE WATER RANCH	125	125	119	58	43	48	34	29	36	50	105	116
31615117	MARCOS RANCHES	0	0	0	301	453	508	358	451	782	812	0	0
12616071	OWYHEE DAM	-37	-17	2242	4164	4207	4180	4043	3899	3755	2685	-15	-15
31315008	H.E.E.D. CO.	6	8	0	0	0	0	19	23	35	14	18	23
31515100	BRIGGS CREEK	376	372	386	374	383	382	383	395	406	409	414	400
31615057	CRYSTAL SPRINGS	0	0	0	705	1213	1803	24	326	1526	2253	911	115
41455091	POCATELLO WASTE	128	146	152	136	128	165	154	155	85	146	166	172
31414111	MUD CREEK/WHITE	16	40	51	25	16	36	12	35	77	144	133	31
11615077	ELK CREEK	-11	-14	115	1712	1847	1813	477	0	0	0	0	0
21415119	REYNOLDS IRRIGATION	202	210	187	118	113	140	146	175	198	188	209	213
31515107	LITTLEWOOD/ARKOOSH	248	215	344	505	738	701	822	836	736	245	62	111
41515122	SCHAFFNER	45	44	37	186	262	392	264	152	100	93	68	42
31615098	GEOBON 2	249	310	376	512	806	759	843	833	779	162	13	103
31415027	TROUT CO.	131	133	129	73	70	85	12	59	85	105	131	129
31615121	FAULKNER RANCH	148	159	127	443	656	670	682	684	597	239	8	56
41415124	SUNSHINE POWER #2	11	9	9	10	21	21	33	30	29	18	17	0
31615125	LOWLINE #2	0	-16	-24	1208	2363	2349	2382	2382	2227	1505	0	0
31715126	BYPASS	-32	0	313	3702	6333	6869	8494	7652	5778	2508	-29	-28
31615106	DIETRICH DROP	-5	-6	-5	1531	3952	3405	3755	4543	3925	1006	-5	-5

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

21615078	BARBER DAM	-40	-35	-20	1485	2129	2151	2205	1882	1380	300	0	0
31615104	ROCK CREEK #2	489	271	276	547	1184	1488	1404	1414	1427	1328	919	284
12614070	MITCHELL BUTTE	-55	-26	-14	1515	1638	1258	924	1196	1589	1139	-10	-34
31715123	MAGIC RESERVOIR	-49	-31	-49	-31	2100	1737	369	0	0	0	0	0
22314133	WEST BOISE WASTE	167	186	172	177	160	181	178	178	181	132	175	167
31715128	HAZELTON A	0	0	0	12	235	3682	6980	6375	4979	2104	-23	-34
31415134	FISHERIES DEV. CO.	0	0	0	0	0	0	121	135	134	129	131	132
	TOTAL	27476	26328	28453	45178	61424	76070	72378	72916	62455	55939	28630	24812

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

1991		JAN91	FEB91	MAR91	APR91	MAY91	JUN91	JUL91	AUG91	SEP91	OCT91	NOV91	DEC91
31515004	MUD CREEK/S&S	110	71	58	36	64	75	40	62	174	84	193	308
31416001	SHOSHONE	91	171	262	272	311	321	327	320	313	116	160	107
11766002	TAMARACK	4905	4916	4408	3860	4295	4300	4607	4526	4688	3981	4374	4381
31415017	NORTHSIDE CANAL Y-8	0	0	0	0	106	65	55	58	0	6	12	18
31415023	CURRY CATTLE CO.	0	0	0	18	194	211	219	176	127	99	0	0
11415009	SHINGLE CREEK	78	78	75	89	141	192	174	120	104	97	95	83
31615003	ROCK CREEK #1	871	654	607	484	1290	1630	1794	1956	1934	1863	1426	1134
31515009	MALAD RIVER	63	144	127	230	281	251	144	298	407	252	0	0
31516014	CLEAR SPRINGS TROUT	422	423	419	419	414	396	414	417	410	406	410	422
31416013	BOX CANYON	205	242	238	230	216	205	190	191	195	180	215	224
31615030	KOYLE	0	31	168	258	451	494	414	547	827	390	121	144
31615031	KASEL & WITHERSPOON	324	291	202	315	678	642	591	577	772	821	485	395
44767012	AFTON	3016	3246	5145	4419	4457	4131	3113	3144	3688	3068	2536	3438
31214058	BIRCH CREEK	44	45	45	32	32	41	39	39	45	38	46	42
31316010	STEVENSON #1	15	15	14	11	17	9	17	28	29	30	17	21
31415065	BLACK CANYON NO.3	0	0	0	0	89	100	95	87	102	45	24	0
31616081	CEDAR DRAW	276	268	199	432	1159	1205	548	671	1354	1049	441	377
31316011	STEVENSON #2	33	30	33	31	31	28	29	33	32	23	22	29
31415094	JIM KNIGHT	0	0	0	29	212	194	241	236	162	14	0	0
31416020	CANYON SPRINGS	74	113	101	98	102	105	92	102	108	87	106	24
31615067	PIGEON COVE	651	519	421	745	1370	1313	1312	1252	1515	1411	806	703
31315021	SNAKE RIVER POTTERY	62	63	62	50	41	35	30	27	43	46	60	60
31316015	LEMOYNE	23	24	23	24	24	19	21	22	21	23	24	21
31414075	SNEDIGAR RANCH	142	153	115	165	204	220	229	252	339	314	197	149
31715099	LOWLINE CANAL	0	-2	-2	2106	6174	7928	7839	8098	5787	3286	-5	-5
31315093	HAILEY CSPP	13	13	12	12	10	11	12	11	11	10	10	8
31615105	LITTLE WOOD RIV. RES.	-7	-7	0	0	286	2435	1652	391	-2	-2	-4	0
31615056	LATERAL #10	387	655	285	675	1574	1719	253	1469	2129	2022	1974	1427
11866066	B.C. EMMETT	10112	8712	11490	3520	437	11401	11410	10763	4783	9612	9801	0
31515103	SAGEBRUSH	0	0	0	119	215	229	267	303	293	254	0	0
31315029	WHITE WATER RANCH	119	123	113	52	34	37	37	32	42	58	105	108
31615117	MARCOS RANCHES	0	0	0	416	549	579	386	593	756	366	0	0
12616071	OWYHEE DAM	-29	-22	995	2804	2924	3610	3387	3263	2995	1214	-23	-14
31315008	H.E.E.D. CO.	2	0	0	0	0	0	0	0	0	23	21	18
31515100	BRIGGS CREEK	388	390	398	389	408	416	385	380	424	361	386	413
31615057	CRYSTAL SPRINGS	-19	-11	-10	509	1294	1513	333	523	1797	1351	98	-14
41455091	POCATELLO WASTE	181	180	147	179	154	154	147	167	159	136	163	178
31414111	MUD CREEK/WHITE	67	63	39	24	0	25	0	14	77	138	135	108
11615077	ELK CREEK	0	0	0	583	1706	1785	873	0	0	0	0	0
21415119	REYNOLDS IRRIGATION	185	182	173	60	143	128	128	192	205	202	204	194
31515107	LITTLEWOOD/ARKOOSH	131	217	227	268	576	762	818	864	788	243	196	194
41515122	SCHAFFNER	38	34	34	52	211	393	307	144	92	73	72	55
31615098	GEOBON 2	100	218	249	309	609	754	825	837	767	243	202	196
31415027	TROUT CO.	111	126	128	77	61	5	94	50	75	80	119	132
31615121	FAULKNER RANCH	17	97	129	195	514	600	600	678	573	343	60	149
41415124	SUNSHINE POWER #2	13	7	3	0	0	37	45	31	61	30	16	0
31615125	LOWLINE #2	0	0	0	774	2248	2531	2419	2468	2073	1212	-35	-30
31715126	BYPASS	-42	-31	-28	2700	5681	7451	8122	7645	5450	2368	-29	-28
31615106	DIETRICH DROP	-5	-4	0	474	2642	4466	4546	4709	4065	1130	0	0

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

21615078	BARBER DAM	0	0	0	1106	1997	2249	2201	1803	780	224	0	0
31615104	ROCK CREEK #2	-28	-29	-25	-11	883	1048	1114	1320	1428	1466	799	580
12614070	MITCHELL BUTTE	-32	-24	-9	745	949	1480	1000	955	964	288	-17	-20
31715123	MAGIC RESERVOIR	0	0	0	0	507	512	0	0	0	0	0	0
22314133	WEST BOISE WASTE	148	153	160	173	175	177	175	174	163	175	98	86
31715128	HAZELTON A	-34	-25	-23	2400	4975	6379	6768	6420	4770	2160	-35	-23
31415134	FISHERIES DEV. CO.	159	163	137	142	120	95	93	106	133	122	160	166
41866112	SIMPLOT POCATELLO	8414	8044	7351	7149	6069	5375	9371	6707	7258	8738	7900	5131
	TOTAL	31794	30718	34697	40247	60302	82462	80342	76247	66286	52369	34143	21092