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IDAHO PUBLIC
UTILITIES COMMISSION

Attorney for Idaho Power Company

Street Address for Express Mail:

1221 West Idaho Street
Boise, Idaho 83702

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION	)	CASE NO. IPC-E-03- <i>016</i>
OF IDAHO POWER COMPANY FOR	)	
APPROVAL OF THE PURCHASE OF	)	APPLICATION FOR APPROVAL
NON-FIRM ENERGY BETWEEN IDAHO	)	OF A UNIFORM AGREEMENT
POWER COMPANY AND PRISTINE	)	UNDER SCHEDULE 86
SPRINGS INC.	)	BETWEEN IDAHO POWER
	)	COMPANY AND
	)	PRISTINE SPRINGS INC.

COMES NOW Idaho Power Company ("Idaho Power" or the "Company") and hereby applies for an Idaho Public Utilities Commission ("IPUC" or the "Commission") Order approving a Uniform Agreement under Schedule 86 between Idaho Power and Pristine Springs Inc ("Pristine Springs") for the purchase of non-firm energy from Qualifying Facilities dated March 28, 2003 ("Agreement"). This Application is based upon the following:

1. Pristine Springs intends to develop a 200 kW hydroelectric driven synchronous generator facility located on Warm Creek, north of Twin Falls, Idaho, on the

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

2. Idaho Power and Pristine Springs have entered into the Agreement pursuant to Idaho Power Company's IPUC-approved Schedule 86, Cogeneration and Small Power Production Non-Firm Energy. The purchase price will be in accordance with Schedule 86. A copy of the Agreement is attached hereto as Exhibit "1".

3. The Project intends to begin operations May 1, 2003. Idaho Power is currently working with Pristine Springs to complete the necessary documentation and construction of interconnection equipment in accordance with the terms of the Agreement. As of the date of this Application, Pristine Springs appears to be on schedule to energize the facility on or about the May 1, 2003 online date.

4. The Agreement, as signed and submitted by the parties, contains non-firm energy rates in conformity with posted tariffs and applicable Commission orders.

5. Section 8 of the Agreement provides that "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."

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

Monica Moen
Attorney II
Idaho Power Company
P.O. Box 70
Boise, Idaho 83707
MMoen@idahopower.com

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

NOW, THEREFORE, based on the foregoing, Idaho Power hereby requests the Commission its order:

(1) Approving all terms and provisions of the Uniform Agreement for the purchase of non-firm energy from Qualifying Facilities between Idaho Power Company and Pristine Springs Inc. without change or condition; and

(2) Declaring that all payments to be made pursuant to the Uniform Agreement for the purchase of non-firm energy from Qualifying Facilities between Idaho Power Company and Pristine Springs Inc. shall be allowed as prudently incurred expenses for ratemaking purposes.

DATED at Boise, Idaho, this 17th day of April 2003.



MONICA B. MOEN
Attorney for Idaho Power Company

**IDAHO POWER COMPANY
SCHEDULE 86
UNIFORM AGREEMENT**

For the Purchase of Non-Firm Energy From Qualifying Facilities

Project Name: Pristine Springs Hydro #3
Idaho Power Project Number: 31415165

THIS AGREEMENT made this 28th day of March, 2003, between PRISTINE SPRINGS INC whose mailing address is 274 Kay Drive, Twin Falls, ID 83301 hereinafter called Seller and IDAHO POWER COMPANY, a corporation with its principal office located at 1221 West Idaho Street, Boise, Idaho hereafter called "Company".

NOW, THEREFORE, The parties agree as follows:

1. Company shall purchase Energy produced by the Seller's Qualifying Facility located at or near Warm Creek, North of Twin Falls, County of Jerome State of Idaho, located in the Nw 1/4 of Section 19 Township 9S, Range 17E, BM, in the form of three phase 60 Hz and at a nominal phase to phase potential of 12,470 volts, subject to emergency operating conditions of the Company. Purchases under this Agreement are subject to the Company's applicable Tariff provisions, including but not limited to Schedules 86 and 72 approved by and as may be hereafter modified by the Idaho Public Utilities Commission ("Commission") and the provisions of this Agreement.

2. Seller shall pay Company for all costs of Interconnection Facilities as provided for in Exhibit A of this Agreement and Schedule 72.

3. In addition to the charges provided under Paragraph 2, Seller shall pay to the Company the monthly Operations and Maintenance Charge specified in Schedule 72 on the Investment by the Company in Interconnection Facilities which investment is set forth in Exhibit A, attached hereto and made a part hereof. As such investment changes, in order to provide facilities to serve Seller's requirements, Company shall notify Seller in writing of additions or deletions of facilities by forwarding a dated revised Exhibit A, which shall become part of this Agreement. The monthly Operation & Maintenance Charge will be adjusted to correspond to the Revised Exhibit A.

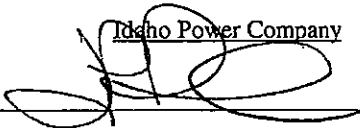
4. The initial date of acceptance of Energy under this Agreement is subject to the Company's ability to obtain required labor, materials, equipment, satisfactory rights of way, and comply with governmental regulations.

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

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

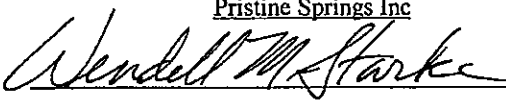
7. Nothing herein shall be construed as limiting the Commission from changing any rates, charges, classification or service, or any rules, regulation or conditions relating to service under this Agreement, or construed as affecting the right of the Company or the Seller to unilaterally make application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

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

By 
John Prescott – Vice President, Power Supply

Dated: March 27, 2003

"Idaho Power"

By 
Pristine Springs Inc
Print Name and Title:

WENDELL M. STARKE
Dated: April 2, 2003

"Seller"

EXHIBIT A

Project No. 31415165

Pristine Springs Hydro #3

A-1 DESCRIPTION OF FACILITY

The Seller's Facility is described as one (1) hydro driven synchronous generator with a nameplate rating of 200-KW, 2400-volt, three-phase, 60 hertz.

A-2 LOCATION OF FACILITY

The Facility is located on Warm Creek (north of Twin Falls, Idaho) in the NW 1/4 of Section 19, Township 9 South, Range 17 East, Boise Meridian, Jerome County, Idaho.

A-3 POINT OF DELIVERY

Energy will be delivered to Idaho Power at 12.47-kv, three-phase, 60-Hz. The Point of Delivery of energy from the Seller to Idaho Power will be at Idaho Power's pole-mounted disconnect switch (Disconnect Device) located between the Idaho Power provided primary meter and the Seller provided 15-kv rated pole-mounted recloser.

A-4 Estimated First Energy Date

Idaho Power and the Seller have agreed upon an Estimated First Energy Date as of May 1, 2003. Both Idaho Power and the Seller will have all necessary equipment in place no later than 60 days after the estimated First Energy Date to enable the Facility to deliver energy to the Idaho Power System.

A-5 Station Use

Station use will be electric energy usage as defined in Schedule 86. The demand component of the station use shall not exceed 30 Kw and the annual station usage (Kwh) shall not exceed 5% of the energy delivered by this Facility to the point of delivery.

A-6 LOSSES

As the current Point of Delivery is the same point as the actual metering point, there are no Kwh losses. In the event, the actual metering point is electrically located at a different point than the Point of Delivery, kwh losses will be calculated in the following manner: Losses shall be set at 2.00% of the metered energy delivered. When Seller has supplied Idaho Power with data needed to properly analyze the Losses associated with the Facility, Idaho Power and Seller will review that data and reset the loss factor for the Facility. If the Parties are unable to agree, they will submit the dispute to the Commission for resolution. Any adjustment will be retroactive to the First Energy Date.

A-7 INTERCONNECTION FACILITIES

Metering and Telemetry

Idaho Power will provide primary metering (12.47-kv) and the associated metering equipment (instrument transformers) to accurately measure the energy (Kwh) delivered to Idaho Power. This metering will be separate from any metering of Seller's load. Idaho Power provided Meter Equipment will be owned and maintained by Idaho Power, with total cost of purchase, installation, operation, and maintenance, including administrative cost to be reimbursed to Idaho Power by the Seller.

In the event it is determined that automated telemetry is required at this location. Idaho Power will purchase and install this equipment at the Seller's expense. The Seller will provide the necessary communication lines for this automated telemeter at the Seller's expense.

Disconnection Equipment

Idaho Power will provide and maintain:

- Protection and control equipment that consists of instrument transformers, protective relaying, dedicated DC power supply, and associated controls to remotely operate the Seller provided 15-kv recloser. Idaho Power's protection and control equipment will provide automatic control of the Seller provided 15-kv recloser.
 - Protection and control equipment is required to insure that the Seller's Facility will be disconnected from Idaho Power's system in the event of a disturbance on either Idaho Power's system or the Seller's Facility. This equipment is for the protection of only Idaho Power's equipment. The Seller is responsible to provide adequate protection and control equipment to protect the Seller's equipment from any Idaho Power or Seller disturbances.

Special Facilities

Idaho Power will provide and maintain:

- 12.5 kv three-phase line extension to the metering and protection packages

- A single-phase 7200-120/240V (15-kVA) transformer connected on Idaho Power's side of the Seller owned recloser to provide power to Idaho Power's protective relaying package and to the seller's recloser closing solenoid.
- All poles and other mounting facilities required for the IPC provided equipment.

Seller Provided Equipment and Facilities

Pristine Springs Hydro #3 will provide and maintain:

- Overhead secondary voltage (2,400-volt) distribution circuit from the generator to the generation step-up transformer
- Generation step-up transformer. The transformer shall be two winding (an autotransformer is not permitted) connected grounded-wye (12,470Y/7,200 volt) on the primary side of the transformer and connected ungrounded wye (2,400Y volt) on the secondary (generator) side of the transformer.
- 15-kV recloser located on the primary side (12.47-kV) of the generation step-up transformer. The recloser shall be rated for the continuous current of the circuit and shall have a minimum 12.5-kA symmetrical interrupting rating. The recloser shall be designed for control from a microprocessor-based recloser controller (e.g. Cooper Power System Form 6, Schweitzer Engineering Laboratories, Inc. (SEL) 351R, or equal). The Idaho Power provided protective relaying package will be utilized to perform the recloser control functions. The recloser shall be provided with an auxiliary switch to provide indication of recloser contact position (one normally open contact and one normally closed contact are required) to the Idaho Power protective relaying package. The recloser shall have a 120/240VAC closing solenoid and Idaho Power will provide the 120/240VAC power from the protective relaying package.

- A single-phase 7200-120/240V transformer connected on the generator side of the recloser to provide a hot line/close block potential to the Idaho Power protective relaying package. The secondary circuit will be fused at Idaho Power's protective relaying package.
- Circuits (recloser control, auxiliary switch, and hot line/close block potential) and raceway between the recloser pole and Idaho Power's protective relaying package.
- Manual controls/indication to provide manual control and status of the Seller provided circuit-interrupting device (15-kV recloser). The manual controls shall be supervised via Idaho Power's protection and control equipment.
- All poles and other mounting facilities required for the Seller provided equipment.

All equipment and facilities provided by Seller shall meet applicable UL, ANSI, and IEEE standards, and shall be installed to meet all applicable local, state, and federal codes.

The Seller shall provide the certification required by Schedule 72 that the Seller provided Interconnection Facilities are functioning in accordance with all applicable standards and codes and are in good working condition.

A-8 SYNCHRONOUS GENERATORS

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

The Seller shall provide automatic synchronizing equipment or manual synchronizing with relay supervision. The synchronizing facilities shall have the following:

- Slip frequency matching 0.1 Hz, or less
- Voltage matching +10%, or less
- Phase angle acceptance +10 degrees, or less

- Breaker closure time compensation

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

Unless otherwise approved by Idaho Power, synchronous generators shall be equipped with an excitation system capable of automatically controlling generator voltage over the full range of generator power and reactive capability.

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

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

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

A-9 REACTIVE POWER

The excitation system controls shall be set for power factor regulation. The Seller shall operate the synchronous generator within plus or minus 5% of unity power factor.

A-10 COSTS

The estimated cost of the Idaho Power provided Interconnection equipment, Special Facilities and Metering Equipment is \$45,000, which has been received from the Seller. As specified in Schedule 72 INTERCONNECTIONS TO NON-UTILITY GENERATION or its successor schedule(s), Idaho Power will reconcile the actual expenses against the estimated cost and a copy of this reconciliation will be provided to the Seller. Idaho Power will refund any overpayment or Seller will remit any underpayment.

In addition to the installation and construction charges above, during the term of this Agreement, Seller will pay Idaho Power the operation and maintenance charge specified in Schedule 72 INTERCONNECTIONS TO NON-

UTILITY GENERATION or its successor schedule(s).

This monthly charge will begin as of May 1, 2003 or the date that Idaho Power has completed installation of the Idaho Power provided Interconnection Equipment as specified within this Exhibit A, whichever is later.

Initially these monthly charges will be based upon the estimated cost of \$45,000. Upon completion of the reconciliation of the actual costs, Idaho Power will adjust the previous month(s) billed operation and maintenance charge to reflect the actual total cost incurred by Idaho Power and the appropriate refund or billing will be processed.

A-11 SALVAGE

No later than sixty (60) days after the termination or expiration of this Agreement, Idaho Power will prepare and forward to the Seller an estimate of the remaining value of those Idaho Power furnished Interconnection Facilities described in this Appendix, less the cost of removal and transfer to Idaho Power's nearest warehouse, if the Interconnection Facilities will be removed. If Seller elects not to obtain ownership of the Interconnection Facilities but instead wishes that Idaho Power reimburse the Seller for said Facilities the Seller may invoice Idaho Power for the net salvage value as estimated by Idaho Power and Idaho Power shall pay such amount to Seller within thirty (30) days after receipt of the invoice. Seller shall have the right to offset the invoice amount against any present or future payments due Idaho Power.

SCHEDULE 86
COGENERATION AND SMALL POWER PRODUCTION
NON-FIRM ENERGY

AVAILABILITY

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

APPLICABILITY

Service under this schedule is applicable to any Seller that:

1. Owns or operates a Qualifying Facility with a nameplate capacity rating of less than 10 MW and desires to sell Energy generated by the Qualifying Facility to the Company on a non-firm, if, as, and when available basis;
2. Meets all applicable requirements of the Company's Schedule 72 and the Generation Interconnection Process.

DEFINITIONS

Avoided Energy Cost is the weighted average of the daily on-peak and off-peak Dow Jones Mid-Columbia Electricity Price Index (Dow Jones Mid-C Index) prices for nonfirm energy published in the Wall Street Journal. If the Dow Jones Mid-C Index prices are not reported for a particular day or days, the average of the immediately preceding and following reporting periods or days will be used.

Designated Dispatch Facility is the Company's Boise Bench Dispatch Center.

Energy means the non-firm electric energy, expressed in kWh, generated by the Qualifying Facility and delivered by the Seller to the Company in accordance with the conditions of this schedule. Energy is measured net of Losses and Station Use.

Generation Facility means equipment used to produce electric energy at a specific physical location, which meets the requirements to be a Qualifying Facility.

Generation Interconnection Process is the Company's generation interconnection application and engineering review process developed to ensure a safe and reliable generation interconnection.

Interconnection Facilities are all facilities reasonably required by Prudent Electrical Practices and the National Electric Safety Code to interconnect and safely deliver Energy from the Qualifying Facility to the Company's system, including, but not limited to, connection, transformation, switching, metering, relaying, communications, disconnection, and safety equipment.

Losses are the loss of electric energy occurring as a result of the transformation and transmission of electric energy from the Qualifying Facility to the Point of Delivery.

Point of Delivery is the location where the Company's and the Seller's electrical facilities are interconnected.

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

DEFINITIONS (Continued)

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

PURPA means the Public Utility Regulatory Policies Act of 1978.

Qualifying Facility is a cogeneration facility or a small power production facility which meets the PURPA criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

Schedule 72 is the Company's service schedule which provides for interconnection to non-utility generation or its successor schedule(s) as approved by the Commission.

Seller is any entity that owns or operates a Qualifying Facility and desires to sell Energy to the Company.

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

Station Use is electric energy used to operate the Qualifying Facility which is auxiliary to or directly related to the generation of electricity and which, but for the generation of electricity, would not be consumed by the Seller.

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

PURCHASE PRICE

The Company will pay the Seller monthly, for each kWh of Energy delivered and accepted at the Point of Delivery during the preceding calendar month, an amount equal to 85% of the monthly Avoided Energy Cost.

CONDITIONS OF PURCHASE AND SALE

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

1. The Company shall purchase Energy from any Seller that offers to sell Energy to the Company.
2. As a condition of interconnection with the Company, the Seller shall:
 - a. Complete and maintain all requirements of interconnection in accordance with Schedule 72.

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

CONDITIONS OF PURCHASE AND SALE (Continued)

- b. Complete and maintain all requirements of the Company's Generation Interconnection Process.
 - c. Submit proof to the Company of all insurance required by paragraph 12.
 - d. Obtain written confirmation from the Company that all conditions to interconnection have been fulfilled prior to operation of the Generation Facility. Such confirmation shall not be unreasonably withheld by the Company.
3. The Seller shall never deliver or attempt to deliver energy to the Company's system when the Company's system serving the Seller's Generation Facility is de-energized for any reason.
4. The Seller and the Company shall each indemnify the other, their respective officers, agents, and employees against all loss, damage, expense, and liability to third persons for injury to or death of persons or injury to property, proximately caused by the indemnifying party's construction, ownership, operation or maintenance of, or by failure of, any of such party's works or facilities used in connection with purchases under this schedule. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.
5. The Company shall offer to provide Standby Power and Supplementary Power to the Seller. Charges for Supplementary and Standby Power will be in accordance with the Company's Schedule 7 as that schedule is modified from time to time by the Commission.
6. The Seller shall maintain voltage levels acceptable to the Company.
7. The Seller shall maintain at the Qualifying Facility or such other location mutually acceptable to the Company and Seller, adequate metering and related power production records, in a form and content recommended by the Company.
- Either the Seller or the Company after reasonable notice to the other party, shall have the right, during normal business hours, to inspect and audit any or all such metering and related power production records pertaining to the Seller's account.
8. During a period of shortage of energy on the Company's system, the Seller shall, at the Company's request and within the limits of reasonable safety requirements as determined by the Seller, use its best efforts to provide requested Energy, and shall, if necessary, delay any scheduled shutdown of the Qualifying Facility.
9. The Company and the Seller shall maintain appropriate operating communications through the Designated Dispatch Facility.

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

CONDITIONS OF PURCHASE AND SALE (Continued)

10. The Company shall not be obligated to accept, and the Company may require the Seller to curtail, interrupt or reduce deliveries of Energy if the Company, consistent with Prudent Electrical Practices, determines that curtailment, interruption or reduction is necessary because of line construction or maintenance requirements, emergencies, or other critical operating conditions on its system.

11. If the Company is required by the Commission to institute curtailment of deliveries of electricity to its Customers, the Company may require the Seller to curtail its consumption of electricity in the same manner and to the same degree as other Customers within the same Customer class who do not own Generation Facilities.

12. The Seller shall secure and continuously carry liability insurance coverage for both bodily injury and property damage liability in the amount of not less than \$1,000,000 each occurrence combined single limit.

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

13. The Seller shall grant to the Company all necessary rights of way and easements to install, operate, maintain, replace, and remove the Company's metering and other Interconnection Facilities including adequate and continuing access rights to the property of the Seller. The Seller warrants that it has procured sufficient easements and rights of way from third parties as are necessary to provide the Company with the access described above. The Seller shall execute such other grants, deeds, or documents as the Company may require to enable it to record such rights of way and easements.

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

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION

AVAILABILITY

Service under this schedule is available throughout the Company's service area within the State of Idaho to Sellers owning or operating Qualifying Facilities or that qualify for Schedule 84.

APPLICABILITY

Service under this schedule applies to the construction, operation, maintenance, Upgrade, Relocation, or removal of transmission and/or distribution lines and equipment necessary to safely interconnect a Seller's Generation Facility to the Company's system.

DEFINITIONS

Additional Applicant is a person or entity whose request for electrical connection requires the Company to utilize existing Interconnection Facilities which are subject to a Vested Interest.

Company is the Idaho Power Company.

Construction Cost is the cost, as determined by the Company, of Upgrades, Relocation or construction of Company furnished Interconnection Facilities.

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

First Energy Date is the date when the Seller begins delivering energy to the Company's system.

Generation Facility means equipment used to produce electric energy at a specific physical location which meets the requirements to be a Qualifying Facility or that qualify for Schedule 84.

Interconnection Facilities are all facilities which are reasonably required by prudent electrical practices and the National Electric Safety Code to interconnect and to allow the delivery of energy from the Seller's Generation Facility to the Company's system, including, but not limited to, Special Facilities, Disconnection Equipment and Metering Equipment.

Interconnection Point is the point where the Seller's conductors connect to the facilities owned by the Company.

Metering Equipment is the Company owned equipment required to measure, record or telemeter power flows between the Seller's Generation Facility and the Company's system.

Protection Equipment is the circuit-interrupting device, protective relaying, and associated instrument transformers.

PURPA means the Public Utility Regulatory Policies Act of 1978.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

DEFINITIONS (Continued)

Qualifying Facility is a cogeneration facility or a small power production facility which meets the PURPA criteria for qualification set forth in Subpart B of Part 292, Subchapter K, Chapter I, Title 18, of the Code of Federal Regulations.

Relocation is a change in the location of existing Company-owned transmission and/or distribution lines, poles or equipment.

Schedule 84 is the Company's service schedule which provides for sales of electric energy to the Company by means of a net metering arrangement or its successor(s) as approved by the Commission.

Seller is a non-utility generator who has contracted or will contract with the Company to interconnect a Generation Facility to the Company's system to sell electric energy to the Company including net metering sales, as provided in Schedule 84.

Seller Furnished Facilities are those portions of the Interconnection Facilities provided by the Seller.

Special Facilities are additions to or alterations of transmission and/or distribution lines and transformers, including, but not limited to, Upgrades and Relocation, to safely interconnect the Seller's Generation Facility to the Company's system.

Transfer Cost is the cost, as determined by the Company, for acceptance by the Company of Seller Furnished Facilities.

Upgrades are those improvements to the Company's existing system which are reasonably required by prudent electrical practices and the National Electric Safety Code to safely interconnect the Seller's Generation Facility. Such improvements include, but are not limited to, additional or larger conductors, transformers, poles, and related equipment.

Vested Interest is the claim for refund that a Seller or Additional Applicant holds in a specific portion of Company-owned Interconnection Facilities. The Vested Interest expires 5 years from the date the Company completes construction of its portion of the Interconnection Facilities unless fully refunded earlier. Vested Interests do not apply to Schedule 84 net metering projects.

COST OF INTERCONNECTION FACILITIES

All Interconnection Facilities provided under this schedule will be valued at the Company's Construction Cost and/or the Transfer Cost for vesting purposes as well as for operation and maintenance payment obligations.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

PAYMENT FOR INTERCONNECTION FACILITIES

Unless specifically agreed otherwise by written agreement between the Seller and the Company, the Seller will pay all costs of interconnecting a Generation Facility to the Company's system.

Unless specifically agreed otherwise in a written agreement between the Seller and the Company, an initial cost estimate of Company-owned Interconnection Facilities will be provided to the Seller. Payment of the estimated cost will be required prior to the Company's ordering, installing, modifying, upgrading, or performing in any other way work associated with the Interconnection Facilities. Upon completion of the Company-owned Interconnection Facilities, the actual costs will be reconciled against the estimated cost previously paid by the Seller and the appropriate billing or refund will be processed. The Company reserves the right to collect additional costs from the Seller for any additional Company equipment, modifications, or upgrades the Company deems necessary to operate and maintain a safe, reliable electrical system as a result of the interconnection of the Seller's Generation Facility to the Company's system.

CONSTRUCTION AND OPERATION OF INTERCONNECTION FACILITIES

All Seller Furnished Interconnection Facilities will be constructed and maintained in a manner to be in full compliance with all prudent electrical practices, National Electric Safety Code, and all other applicable Federal, state, and local safety and electrical codes and standards at all times.

The Seller shall:

1. Submit proof to the Company that all licenses, permits, inspections and approvals necessary for the construction and operation of the Seller's Generation and Interconnection Facilities under this schedule have been obtained from applicable Federal, state, or local authorities.
2. Submit the designs, plans, specifications, and performance data for the Generation Facility and Seller Furnished Facilities to the Company for review. The Company's acceptance shall not be construed as confirming or endorsing the design, or as a warranty of safety, durability, or reliability of the Generation Facility or Seller Furnished Facilities. The Company will retain the right to inspect this equipment at its discretion.
3. Demonstrate to the Company's satisfaction that the Seller's Generation Facility and Seller Furnished Facilities have been completed, and that all features and equipment of the Seller's Generation Facility and Seller Furnished Facilities are capable of operating safely to commence deliveries of Energy into the Company's system.
4. Provide and maintain adequate protective equipment sufficient to prevent damage to the Generation Facility, Seller Furnished Facilities and any other Seller-owned facilities in conformance with all applicable electrical and safety codes and requirements.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

CONSTRUCTION AND OPERATION OF INTERCONNECTION FACILITIES (Continued)

5. Provide and maintain Disconnection Equipment in accordance with all applicable electrical and safety codes and requirements as described within this Schedule.
6. Provide a 24-hour telephone contact(s). This contact will be used by the Company to arrange for repairs and inspections or in case of an emergency. The Company will make its best effort to arrange repairs and inspections during normal business hours and to notify the Seller of such arrangements in advance. The Company will provide a telephone number to the Seller so that the Seller can obtain information about Company activity impacting the Seller's facility.

DISCONNECTION EQUIPMENT

Disconnection Equipment is required for all Seller Generation Facilities. The Disconnection Equipment shall be installed at an electrical location to allow complete isolation of Seller's Generation and Interconnection Facilities from the Company's system. The Disconnection Equipment for a Schedule 84 net metering facility will be installed at an electrical location on the Seller's side of the Company's retail metering point to allow complete isolation of the Seller's Generation and Interconnection Facilities from the Seller's other electrical load and service.

The Disconnection Equipment's operating device shall be:

1. Readily accessible by the Company at all times.
2. Clearly marked "Generation Disconnect Switch" with permanent 3/8 inch or larger letters.
3. Physically installed at a location within 10 feet of the Interconnection Point or exact, permanent instructions posted at the Interconnection Point indicating the precise location of the Disconnection Equipment's operating device.
4. Of a design manually operated and lockable in the open position with a standard Company padlock.

Operation of Disconnection Equipment. If, in the reasonable opinion of the Company, the Seller's operation or maintenance of the Generation Facility or Interconnection Facilities is unsafe or may otherwise adversely affect the Company's equipment, personnel, or service to its customers, the Company may physically disconnect the Seller's Generation Facility or Interconnection Facilities by operation of the disconnection device or by any other means the Company deems necessary to adequately disconnect the Seller's Generation and Interconnection Facilities from the Company's system. At such time as the unsafe condition is remedied or other condition adversely affecting the Company is resolved to the Company's satisfaction, the interconnection will be restored.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

DISCONNECTION EQUIPMENT (Continued)

The Company will disconnect the Seller's Generation and Interconnection Facilities in the event of any planned or unplanned maintenance or repair of the Company's system connected to the Seller's Generation and Interconnection Facilities. In the event of unplanned maintenance or repairs, no prior notice will be provided. In the event of planned repairs, the Company will attempt to notify the Seller of the time and duration of the planned outage.

The Company will disconnect the Seller's Generation Facility and Interconnection Facilities in the event that any terms and conditions of any applicable Company tariff or contract enabling the interconnection of the Seller's Generation Facility is deemed by the Company to be in default or delinquent.

All expenses of disconnection and reconnection incurred by the Company will be billed to the Seller.

In the case of a net metering facility, disconnection of the service may be necessary. The disconnection may result in interruption of both energy deliveries from the Seller's Generation Facility to the Company as well as interruption of energy deliveries from the Company to the Seller.

The Company will establish the settings of Protection Equipment to disconnect the Seller's Generation Facility and Interconnection Facilities for the protection of the Company's system and personnel consistent with prudent electrical practices. If the Seller attempts to modify, adjust or otherwise interfere with the protection equipment or its settings as established by the Company, such action may be grounds for the Company's refusal to continue interconnection of the Seller's Generation and Interconnection Facilities to the Company's system.

GENERAL REQUIREMENTS OF INTERCONNECTED PROJECTS

1. The Company will construct, own, operate and maintain all equipment, Upgrades and Relocations on the Company's electrical side of the Interconnection Point.
2. The Company will clearly mark the Metering Equipment and any other Company equipment associated with the Seller's Generation Facility and/or Interconnection Facilities designating the existence of the Seller's Generation Facility as required by prudent electrical practices.
3. The Seller will be required to submit all specific designs, equipment specifications, and test results of the Seller Furnished Facilities to the Company for review. Upon receipt of the design and equipment specifications, the Company will review the design and equipment specifications for conformance with applicable electrical and safety codes and standards.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

SPECIFIC PROJECT REQUIREMENTS

1. Generation Facilities Interconnecting as a Schedule 84 (net metering) Project

a. Certification prior to interconnection:

Seller Generation Facilities that qualify for net metering under Schedule 84 will submit to the Company a certification from an independent qualified party licensed in the State of Idaho that the design and equipment in the Generation Facility and Seller Furnished Facilities (1) comply with the standards of this schedule and applicable electric and building codes and (2) will operate to safely deliver Energy to the Interconnection Point. The Seller shall provide the credentials and licenses of the certifying party to the Company for review and acceptance of the certification.

b. Periodic re-certification:

i. Projects larger than 25 kW. The Seller will obtain an annual certification from an independent qualified party licensed in the State of Idaho, certifying the Generation Facility and Seller Furnished Facilities and equipment are in compliance with all current applicable electrical and safety codes and are able to safely and reliably continue to operate. The Seller will provide the credentials and licenses of the certifying party to the Company for review and acceptance of the certification. A copy of this certification must be forwarded to the Company by May 1st of each calendar year in which the Seller's facility is interconnected to the Company's system. Within the first calendar year of operation, the Seller will be required to supply only the certifications required at the time of the initial interconnection. If the Company does not accept the annual certification within sixty days of its receipt, the Generation Facility will be disconnected from the Company's system until such time as the certification is completed and accepted by the Company.

ii. Projects 25 kW and smaller. The above described certification will be provided every three years.

iii. Re-certification following modifications. Prior to making any material modifications or additions to the Generation Facility or Interconnection Facilities Seller will provide Company with a written description of the proposed change. The Company will expeditiously review the proposal and authorize Seller to proceed subject to final inspection and certification by a qualified party as described in paragraph 1a above. Any modifications made without notice will result in disconnection of the facility until such time as certification of the modified facility is submitted to and accepted by the Company.

2. Generation Facilities Less Than 1MW Nameplate Rating

The following requirements are for Generation Facilities with nameplate ratings of less than 1 MW, not including net metering facilities utilizing Schedule 84.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

Generation Facilities Less Than 1MW Nameplate Rating (Continued)

a. The Company shall procure, install, own and maintain Metering Equipment to record energy deliveries to the Company. This metering will be separate from any other metering of the Seller's load and may be located on either side of the Interconnection Point. All acquisition, installation, maintenance, inspection and testing costs related to Meter Equipment installed to measure the Seller's energy deliveries to the Company shall be born by the Seller.

b. The Seller is responsible for all costs incurred by the Company for the review, evaluation and testing of Seller supplied designs and equipment regardless as to the outcome of the review or test results.

c. The Seller, upon completion of installation and prior to interconnection of the Generation Facility to the Company's system, will provide the Company with certification from a professional engineer licensed in the State of Idaho stating that the Seller's Generation Facility and Interconnection Facilities are in compliance with all applicable electrical and safety codes to enable safe and reliable operation.

d. The Seller will obtain and provide to the Company an annual certification and testing by a professional engineer licensed in the State of Idaho, certifying the ongoing compliance with all applicable electrical and safety codes and that the Seller Furnished Facilities successfully meet applicable testing requirements and standards. In the event the Company does not receive and accept the annual certification within 30 days of the annual anniversary date of the agreement, the project will be disconnected from the Company's system until such time as the certification is completed and accepted by the Company.

e. In addition to the requirements specified in sections a through d, Generation Facilities that are greater than 100 kW and less than 1 MW total nameplate rating require the following:

- i. If the Company owns the transformer interconnecting the Seller's Generation Facility, then the Seller may own and maintain a secondary voltage disconnection device that can be operated by both the Seller and the Company.
- ii. If the Seller owns the transformer interconnecting the Seller's Generation Facility, then the Company will own, operate and maintain a primary voltage disconnection device at the Seller's expense.
- iii. The Company will construct, own, operate and maintain all protective relays and any associated equipment required to operate the protective relays.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

SPECIFIC PROJECT REQUIREMENTS (Continued)

3. Generation Facilities Greater Than 1 MW Nameplate Rating

The Company will own, maintain and operate all Interconnection Facilities and Disconnection Equipment at the Seller's expense.

TRANSFER OF INTERCONNECTION FACILITIES

Transfer of Interconnection Facilities is available only for Generation Facilities with nameplate ratings greater than 100 kW.

1. Transfer at First Energy Date: If the Seller desires to transfer and the Company desires to accept any Seller Furnished Facilities at the First Energy Date, the following will apply:

a. Prior to the beginning of construction, the Seller shall cause the contractor that is constructing the Seller Furnished Facilities to provide the Company with a certificate naming the Company as an additional insured in the amount of not less than \$1,000,000 under the contractor's general liability policy.

b. The Company will provide the Seller's contractor with construction and material specifications and will have final approval of the design of the Seller Furnished Facilities.

c. During construction and upon completion, the Company will inspect the Seller Furnished Facilities to be transferred to the Company. The cost of such inspection will be borne by the Seller.

d. If the Seller Furnished Facilities meet the Company's design, material and construction specifications, are free from defects in materials and workmanship, and the Seller has provided the Company with acceptable easements, bills of sale and assurance against labor or materials liens, the Company will accept ownership effective as of the First Energy Date. In the bill of sale, the Seller will warrant to the Company that the Seller Furnished Facilities are free of any liens or encumbrances and will be free from any defects in materials and workmanship for a period of one year from the First Energy Date.

2. Subsequent Transfer: If, after the First Energy Date, the Seller desires to transfer and the Company desires to accept any Seller Furnished Facilities, the following will apply:

a. The Company will inspect the facilities proposed for sale to determine if they meet the Company's design, material and construction specifications.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

Subsequent Transfer (Continued)

b. The Company will determine the Transfer Cost of such facilities. The Transfer Cost will be equal to the depreciated Construction Cost the Company would have incurred if it had originally constructed the facilities plus the cost, if any, of bringing the facilities into compliance with the Company's design, material and construction specifications. Depreciation of the facilities proposed for transfer will be determined on the same basis as the Company depreciates its own facilities in accordance with the appropriate FERC account numbers for the type and size of line or equipment involved. The time period used for the calculation of the depreciated transfer cost will extend from the First Energy Date until the agreed upon transfer date. The Transfer Cost will be paid to the Company in cash at the time of transfer. At the same time, the Company will pay the Seller in cash an amount equal to the depreciated Construction Cost.

c. As a condition of the Company's acceptance, the Seller will provide the Company with acceptable easements, bills of sale and acceptable assurance against labor and material liens. The bill of sale will include a warranty that the transferred facilities are free of all liens and encumbrances and will be free from any defects in materials and workmanship for a period of one year from the date of transfer.

d. Effective as of the date of the transfer, the Company will operate and maintain the transferred facilities.

VESTED INTEREST

A Seller's eligibility for a Vested Interest refund will exist for 5 years after the date the Company completes construction of its portion of the Interconnection Facilities.

1. The Company will provide a refund payment to each Seller holding a Vested Interest in Company-owned Interconnection Facilities when an Additional Applicant shares use of those Interconnection Facilities.

2. The refund payment will be based on the following formula:

$$\text{Refund} = \frac{\text{Linear Footage Ratio}}{\text{Ratio}} \times \frac{\text{Connected Load/Peak Generation Ratio}}{\text{Ratio}} \times \frac{\text{Original Interconnection Cost}}{\text{Cost}}$$

a. The Linear Footage Ratio is the length of jointly used Special Facilities divided by the length of the vested Special Facilities.

b. The Connected Load/Peak Generation Ratio is the Connected Load or Peak Generation of the Additional Applicant divided by the sum of the Connected Load or Peak Generation of the Additional Applicant and all other Connected Loads and/or Peak Generation on the Special Facilities.

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

VESTED INTEREST (Continued)

- c. The Original Interconnection Cost is the sum of the Company's Construction Cost and any Transfer Costs for the Interconnection Facilities to which the Additional Applicant intends to connect and share usage.
3. The Additional Applicant will pay the Company the amount of the Vested Interest refund(s). Additional Applicants making Vested Interest payments are in turn eligible to receive refunds within the 5 year limit described above.
4. Vested Interest refunds will not exceed 100 percent of the refundable portion of any party's cash payment to the Company.
5. Vested Interest refund payments may be waived by notifying the Company in writing.

OPERATION AND MAINTENANCE OBLIGATIONS AND EXPENSES

The Company will operate and maintain Company furnished Interconnection Facilities as well as any Seller Furnished Facilities transferred to the Company. For all projects not interconnecting as a Schedule 84 customer, the Seller will pay the Company a monthly operation and maintenance charge equal to a percentage of the Construction Cost and Transfer Cost paid by the Seller. The percentage will change annually on the anniversary of the First Energy Date in accordance with the following table:

MONTHLY OPERATION AND MAINTENANCE CHARGES
138 kV and 161 kV

Year	1	2	3	4	5	6	7	8	9	10	11	12
O&M Charge	.26%	.27%	.28%	.29%	.30%	.32%	.33%	.35%	.36%	.38%	.40%	.41%
Year	13	14	15	16	17	18	19	20	21	22	23	24
O&M Charges	.43%	.45%	.47%	.49%	.52%	.54%	.56%	.59%	.62%	.64%	.67%	.70%
Year	25	26	27	28	29	30	31	32	33	34	35	
O&M Charge	0.73%	0.77%	0.80%	0.84%	0.87%	0.91%	0.96%	1.00%	1.04%	1.09%	1.14%	

IDAHO POWER COMPANY

IDAHO PUBLIC UTILITIES COMMISSION

I.P.U.C. NO. 26, TARIFF NO. 101

ORIGINAL SHEET NO. 72-11

Approved

Sept. 17, 2002

Effective

Sept. 1, 2002

Per O.N. 29092

Jean D. Jewell Secretary

SCHEDULE 72
INTERCONNECTIONS TO
NON-UTILITY GENERATION
(Continued)

OPERATION AND MAINTENANCE OBLIGATIONS AND EXPENSES (Continued)

MONTHLY OPERATING AND MAINTENANCE CHARGES
Below 138 kV

Year	1	2	3	4	5	6	7	8	9	10	11	12
O&M Charge	0.47%	0.49%	0.52%	0.54%	0.56%	0.59%	0.61%	0.64%	0.67%	0.70%	0.73%	0.77%
Year	13	14	15	16	17	18	19	20	21	22	23	24
O&M Charge	0.80%	0.84%	0.87%	0.91%	0.95%	1.00%	1.04%	1.09%	1.14%	1.19%	1.24%	1.30%
Year	25	26	27	28	29	30	31	32	33	34	35	
O&M Charge	1.36%	1.42%	1.48%	1.55%	1.62%	1.69%	1.77%	1.85%	1.93%	2.02%	2.11%	

Where a Seller's interconnection will utilize Interconnection Facilities provided under a prior agreement(s), the term of which was shorter than 35 years, the operation and maintenance charge for the Seller's interconnection will be computed to include the expired term of the prior agreement(s).

The cost upon which an individual Seller's operation and maintenance charge is based will be reduced by subsequent Vested Interest refunds. Additional Applicants who are Sellers will pay the monthly operation and maintenance charge on the amount they paid as an Additional Applicant.

Seller Furnished Facilities not transferred to the Company will be operated and maintained by the Seller at the Seller's sole risk and expense.



Operating Requirements, Documentation and Monthly Reporting

As required in Schedule 86, item 9, - "The Company and the Seller shall maintain appropriate Operating communications..." and Schedule 86, item 7, "The Seller shall maintain at the Qualifying Facility or such other location mutually acceptable to the Company and Seller, adequate metering and related power production records, in a form and content recommended by the Company", Idaho Power Company has established general operating communication, documentation and reporting guidelines for generation facilities of your type and size. Idaho Power Company reserves the right to modify these guidelines at such time as either the general guidelines require modification or if it is determined that your specific generation unit creates unique Idaho Power Company system impacts and /or requirements that requires additional communications to enable Idaho Power Company to integrate your generation into the Idaho Power Company system.

Planned and Unplanned Project outages

Please call 1-800-345-1319 and leave the following information:

- Project Identification - Project Name and Project Number
- Approximate time outage occurred or is planned to occur.
- Estimated day and time of project coming back online.

Planned Outages

Contact Idaho Power Company with any planned outages at the minimum 7 days prior to the actual outage.

Unplanned outages

Contact Idaho Power Company with any unplanned outages that you estimate will last 8 hours or longer as soon as you make this determination.

Qualifying Facility Generation Documentation

In accordance with Schedule 86, Item 7 complete documentation of all planned outages and unplanned outages including at the minimum; time of outage, meter reading, duration, and cause shall be maintained at the Facility.

In addition, documentation of all activity at the Facility that may impact the current or future generation capabilities will also be documented. For example – reduced generation due to mechanical problems, reduced generation due to water supply restrictions (i.e. ice, low flows etc), Facility maintenance that results in reduced generation but not an outage, etc.



Monthly Generation Reporting and Payment processing

In order for Idaho Power Company to process the payment for your project's monthly generation, it is necessary that your project provide month end meter readings to Idaho Power Company. Complete and mail the attached "Cogeneration and Small Power Production, Monthly Power Production and Switching Report" to Idaho Power Company on the last day of every month. Upon receipt of this monthly report Idaho Power Company will begin the processing of the supplied information and calculate the applicable energy payment.

This written record of the month end of meter readings, subject to subsequent review and correction by Idaho Power, will be the basis of payment for energy purchased by Idaho Power Company from the Seller.

Please mail this information to:

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

Unless specified in writing, Idaho Power Company will make payment to the company / individual and address as indicated in the Schedule 86 agreement.



Cogeneration and Small Power Production
Monthly Power Production and Switching Report

Month _____ Year _____

Project Name: _____ Project Number: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

	<u>Facility Output</u>	<u>Local Service</u>	<u>Auxiliary Service</u>	
Meter Number Number:	_____	_____	_____	
End of Month Kwh Meter Reading:	_____	_____	_____	
Beginning of Month Kwh Meter	_____	_____	_____	
Difference:	_____	_____	_____	
Times Meter Constant:	_____	_____	_____	
Kwh for the Month:	_____	- _____	- _____	= <u>Net Generation</u>
Metered Demand:	_____	_____	_____	

Breaker Opening Record

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

Breaker Closing Record

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

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

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

Signature

Date

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**IN THE MATTER OF THE APPLICATION OF)
IDAHO POWER COMPANY FOR APPROVAL) CASE NO. IPC-E-03-6
OF THE PURCHASE OF NON-FIRM ENERGY)
BETWEEN IDAHO POWER COMPANY AND)
PRISTINE SPRINGS, INC.) ORDER NO. 29234
)**

On April 17, 2003, Idaho Power Company (Idaho Power; Company) filed an Application in Case No. IPC-E-03-6 requesting Commission approval of a tariff Schedule 86—Non-Firm Energy Purchase Agreement (Agreement). A copy of the March 28, 2003, Agreement between Idaho Power and Pristine Springs, Inc. (Pristine Springs) accompanies the Application.

Pristine Springs intends to develop a 200 kW hydroelectric generation facility located on Warm Creek, north of Twin Falls, Idaho, in an area more particularly described as the NorthWest Quarter of Section 19, Township 9 South, Range 17 East, Boise-Meridian, Jerome County, Idaho. The Pristine Springs generation facility will be a qualified small power production facility (QF) under the applicable provisions of the Public Utility Policies Act of 1978 (PURPA).

Section 8 of the Agreement provides that “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.”

Pursuant to Schedule 86 the Company will pay the seller monthly, for each kilowatt hour of energy delivered and accepted at the point of delivery during the preceding calendar month, an amount equal to 85% of the monthly avoided energy cost. The avoided energy cost is the weighted average of the daily on-peak and off-peak Dow Jones Mid-Columbia Electric Price Index (Dow Jones Mid-C Index prices) for non-firm energy. The project intends to begin operation May 1, 2003. Idaho Power reports that it is currently working with Pristine Springs to complete the necessary documentation and construction of interconnection equipment. The estimated cost of the Idaho Power provided interconnection equipment, special facilities and metering equipment is \$45,000.

COMMISSION FINDINGS

The Commission has reviewed the March 28, 2003, Idaho Power/Pristine Springs, Inc. Schedule 86 Non-firm Energy Agreement. We find that the Agreement, as signed and submitted by the parties, contains non-firm energy rates in conformity with posted tariffs and applicable Commission Orders. We find it reasonable to allow payments made under the Agreement as prudently incurred expenses for ratemaking purposes. We also find that it is appropriate to approve the Agreement without further Notice.

CONCLUSIONS OF LAW

The Idaho Public Utilities Commission has jurisdiction over Idaho Power Company, an electric utility, pursuant to the authority and power granted it under Title 61 of the Idaho Code and the Public Utility Regulatory Policies Act of 1978 (PURPA).

The Commission has the authority under PURPA and implementing regulations of the Federal Energy Regulatory Commission (FERC) to set avoided costs, to order electric utilities to enter into fixed term obligations for the purchase of energy from qualified facilities, and to implement FERC rules.

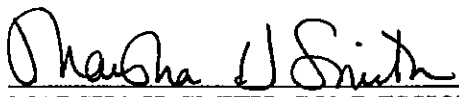
ORDER

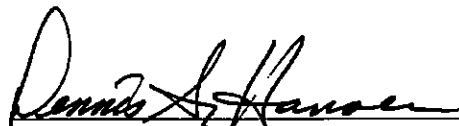
In consideration of the foregoing, IT IS HEREBY ORDERED and the Commission does hereby approve the March 28, 2003, Idaho Power/Pristine Springs, Inc. Schedule 86 Non-firm Energy Purchase Agreement.

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

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 29th
day of April 2003.


PAUL KJELLANDER, PRESIDENT


MARSHA H. SMITH, COMMISSIONER


DENNIS S. HANSEN, COMMISSIONER

ATTEST:


Jean D. Jewell
Commission Secretary

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