

MEMORANDUM

Date: February 20, 2008
To: Water Right File 47-7768
From: medl
Re: license review

While reviewing this file for licensing, I found the following worth noting:

This property and the permit may have changed ownership since the field exam was done. The permit holder, Crystal Springs Hydroelectric LP, is no longer a viable business entity in Idaho. According to Twin Falls county tax information, the current owner of the diversion dam property and the current owner of the power house property are not the same and neither property is owned by Crystal Springs Hydroelectric.

Neither the POD nor the POU shapes had been created prior to my review. I created them based on 2004 NAIP aerial photography and the beneficial use field exam. The permit application located the POU in a QQ that differed from where the field examiner and I found them. The powerhouse, (the POU) is located in NWNE Twp 09S, Rge 15E, sec 14. An amendment will be needed.

Cedar Draw Creek hydro has a 35-year, firm energy, co-gen contract with Idaho Power Company beginning May 10, 1984. During calendar year 1986, the plant generated electricity every month and therefore beneficially used available water from Cedar Draw Creek the entire year.

This hydroelectric plant was licensed by FERC as Cedar Draw Creek, FERC project #8278 on May 24, 1985. The facilities licensed in 1985 included a powerhouse and three generating units with: 28 cfs, 35 cfs and 47 cfs capacities. Based on the turbine curves, the plant was not designed to operate below 23.8 cfs.

According to FERC licensing documentation, the diversion dam at the confluence of the east and west arms of Cedar Draw Creek, was sized to pass 7-110 cfs through the penstock to the powerhouse. However, to satisfy IDF&G requirements, FERCs Cedar Draw license stipulates that the minimum flow in Cedar Draw Creek will be 25 cfs and that the turbines will be bypassed if flow in the channel is less than or equal that minimum. Therefore the power plant operation range is 25-110 cfs and flows outside of that operation range remain in the Cedar Draw Creek channel.

The permit holder retained J.U.B. Engineers Inc, to conduct the field exam for 47-7768 and 47-7991. On February 3, 1987, J.U.B. notified the Department that the examination had been conducted by one of their certified examiners on October 7, 1986.

In his 10/7/1986 field exam, the examiner notes that a 4th unit is in place. He also notes that it is not online and is awaiting FERC approval of the powerhouse expansion to four units and 150 cfs. However, he recommends a total beneficial use that includes the 4th unit s capacity, as if it were in use.

FERC approval of an amendment to expand the plant capacity occurred Feb 27, 1987. A subsequent field exam has not been done to verify beneficial use of an additional 40 cfs through the 4th unit. The only field exam made for the plant, to date, was the 10/7/1986 exam. Because only one completed Proof of Beneficial Use form was completed for both 47-7768 and 47-7991, the permit holder may believe that the one field exam embraced the whole plant, including the 4th unit. However, at the time of the exam, the 4th unit was inactive so the examiner did not find

beneficial use of the additional 40 cfs permitted in 47-7991. The Department will need to void permit 47-7991.

The field exam indicated that the system capacity was greater than 110 cfs permitted and recommended a beneficial use rate of 150 cfs. However, the permit rate is the controlling factor for this water right license.

Because the 4th unit was approved and put online shortly after the field exam, I believe that the permit holder is using more water than has been authorized and will need to complete an additional application for the additional flow rate and volume.

Proof of beneficial use for 47-7768 and 47-7991 was received on Feb 4, 1987, which was after the field exam was completed. Therefore, 1986 was the nearest full calendar year and water and generation data from that year was used in the analysis for beneficial use.

USGS streamgaging station #13093550, Cedar Draw near Filer, Idaho, was sited on one of two arms of Cedar Draw Creek upstream of the diversion dam between April 22, 1985 and October 7, 1991. I believe that the other arm was and still is ungauged.

I used approved USGS daily average flow data from station 13093550 to establish the volume of water beneficially used in 1986. The plant was permitted to use flows between 25-110 cfs. Daily average flows at station 13093550 did not fall below 29 cfs in 1986. Assuming that the ungauged arm of Cedar Draw Creek contributed some flow the entire year and that that unknown flow would contribute the needed minimum flow, then the power plant could have been operational the entire year.

In 1986, daily average flows in Cedar Draw Creek were above the 110 cfs plant capacity for several months. I considered any flow above 110 cfs as spill and not contributing additional volume. For my volume calculation, I summed the daily average flow for USGS station 13093550 converted that to acre-feet and rounded to three significant figures. Please refer to the attached USGS web graph and data table for the original data set used. Refer to the attached Excel spreadsheet and graph for my data set. The volume calculation becomes:

sum of day average flows greater than 25 cfs and less than or equal to 110 cfs for calendar year 1986 = 30799 cfs,

multiplied by 1.9835 to convert to acre-feet = 61089.82 AF

and finally rounded to three significant figures = 61100 AFA.

Washington Secretary of State**CORPORATIONS DIVISION - REGISTRATION DATA SEARCH****CRYSTAL SPRINGS HYDROELECTRIC, L.P.**

UBI Number	601582761
Category	Limited Partnership
Profit/Nonprofit	Profit
Active/Inactive	Active
State of Incorporation	WA
Date of Incorporation	10/31/1994
License Expiration Date	Corporation Not Required to File Annual Renewal

Registered Agent Information

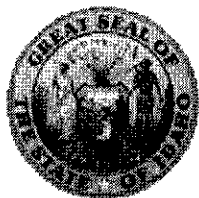
Agent Name	DELL E KEEHN
Address	11225 SE 6TH AVE
City	BELLEVUE
State	WA
ZIP	98004

Special Address Information**Address****City****State****Zip**[« Return to Search List](#)

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IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

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CRYSTAL SPRINGS HYDROELECTRIC, L.P.

11225 SE 6TH ST STE 100
BELLEVUE, WA 98004

Type of Business: LIMITED PARTNERSHIP**Status:** ADMIN CANCELLED, ADMIN CANCEL 07 May 2007**State of Origin:** WASHINGTON**Date of Origination/Authorization:** 10 Feb 1995**Current Registered Agent:** ROBERT ALLISON
140 SPUR LANE
KETCHUM, ID 83340**File Number:** L2694**Date of Last Annual Report:****Original Filing:****Filed 10 Feb 1995** REG. OF FOREIGN**Amendments:****Annual Reports:****Report for year 2006** UNDELIVERABLE[\[Help Me Print/View TIFF \]](#)[View Image \(TIFF format\)](#)[\[Help Me Print/View TIFF \]](#)[\[Help Me Print/View TIFF \]](#)[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 POWER COMPANY
COGENERATION AND SMALL POWER PRODUCTION
MONTHLY GENERATION BY PLANT (AVERAGE KW)

PAGE 40

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	SIMPLLOT 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

4/19/2001

Water
ResourcesNational Water Information System:
Web Interface

Data Category:

Surface Water

Geographic Area:

United States

GO

News: [Available Now in NWISWeb](#)**USGS 13093550 CEDAR DRAW NR FILER ID****PROVISIONAL DATA SUBJECT TO REVISION**

Available data for this site

Time-series: Daily data

GO

LOCATION.--Lat 42° 39'10", long 114° 39'16" (NAD27), in SE1/4 SE1/4 SE1/4 sec.11, T.9 S., R.15 E., Twin Falls County, ID, Hydrologic Unit 17040212, Niagara Springs quad., 0.05 mi southwest from county road, 0.9 mi upstream from mouth, and 6.5 mi northwest of Filer.

PERIOD OF RECORD.--April 1985 to October 1991 (discontinued). Records for July 1955 to July 1958 and October 1979 to September 1981, at site 2.75 mi upstream (sta 13093500), are not equivalent due to inflow between sites.

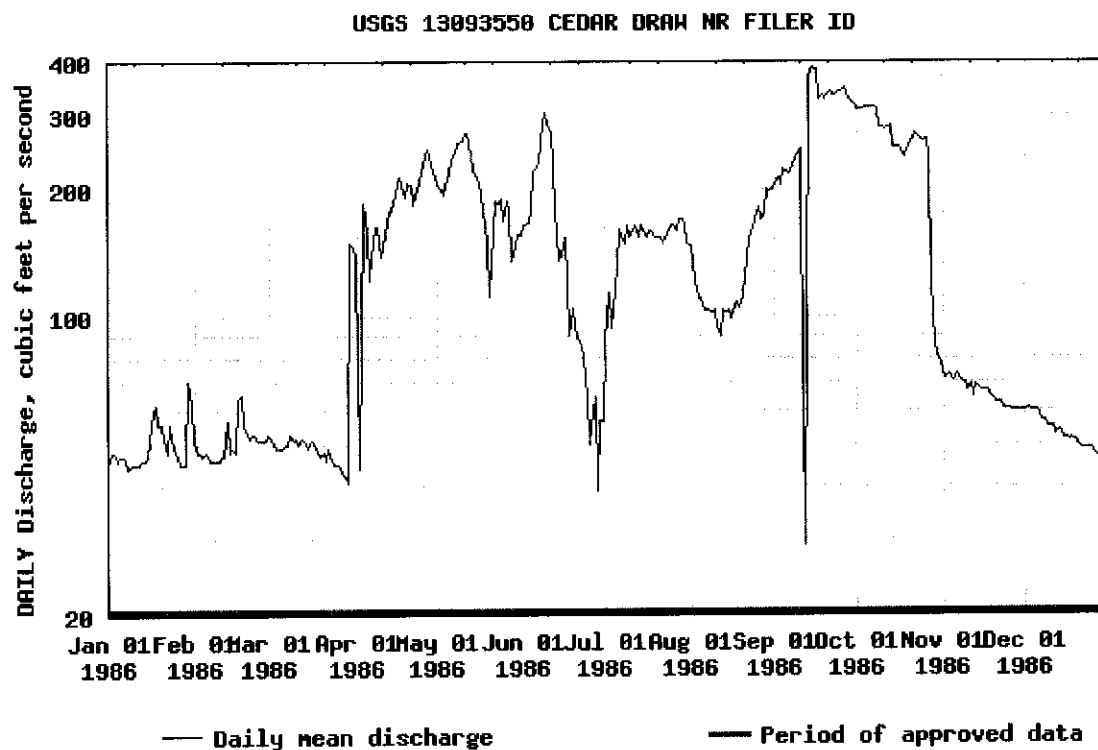
GAGE.--Water-stage recorder. Datum of gage is 3,032.48 ft above NGVD of 1929. Apr. 1985 to Mar. 21, 1986, at site 600 ft upstream at different datum.

REMARKS.--Numerous regulations by powerplant upstream.

EXTREMES FOR PERIOD OF RECORD.--Maximum discharge, 494 ft³/s May 7, 1988, gage height 6.62 ft; minimum, 11 ft³/s Mar. 28, 1988, gage height, 4.62 ft.

Available Parameters	Period of Record	Output format	Begin date	End date	
☐ All 1 Available Parameters for this site		☒ Graph	1986-01-01		GO
☒ 00060 Discharge (Mean)	1985-04-22 1991-10-07	☐ Graph w/ stats			
		☐ Graph w/ meas	1986-12-31		
		☐ Table			
		☐ Tab-separated			

Summary of additional data for this site**Discharge, cubic feet per second**



[Create presentation-quality graph](#)

Parameter 00060; DD 01

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USGS Surface-Water Daily Data for the Nation

<http://waterdata.usgs.gov/nwis/dv?>

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Department of the Interior, U.S. Geological Survey

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[Explanation of terms](#)

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		☐ Graph w/ meas			
		☒ Table			
		☐ Tab-separated			

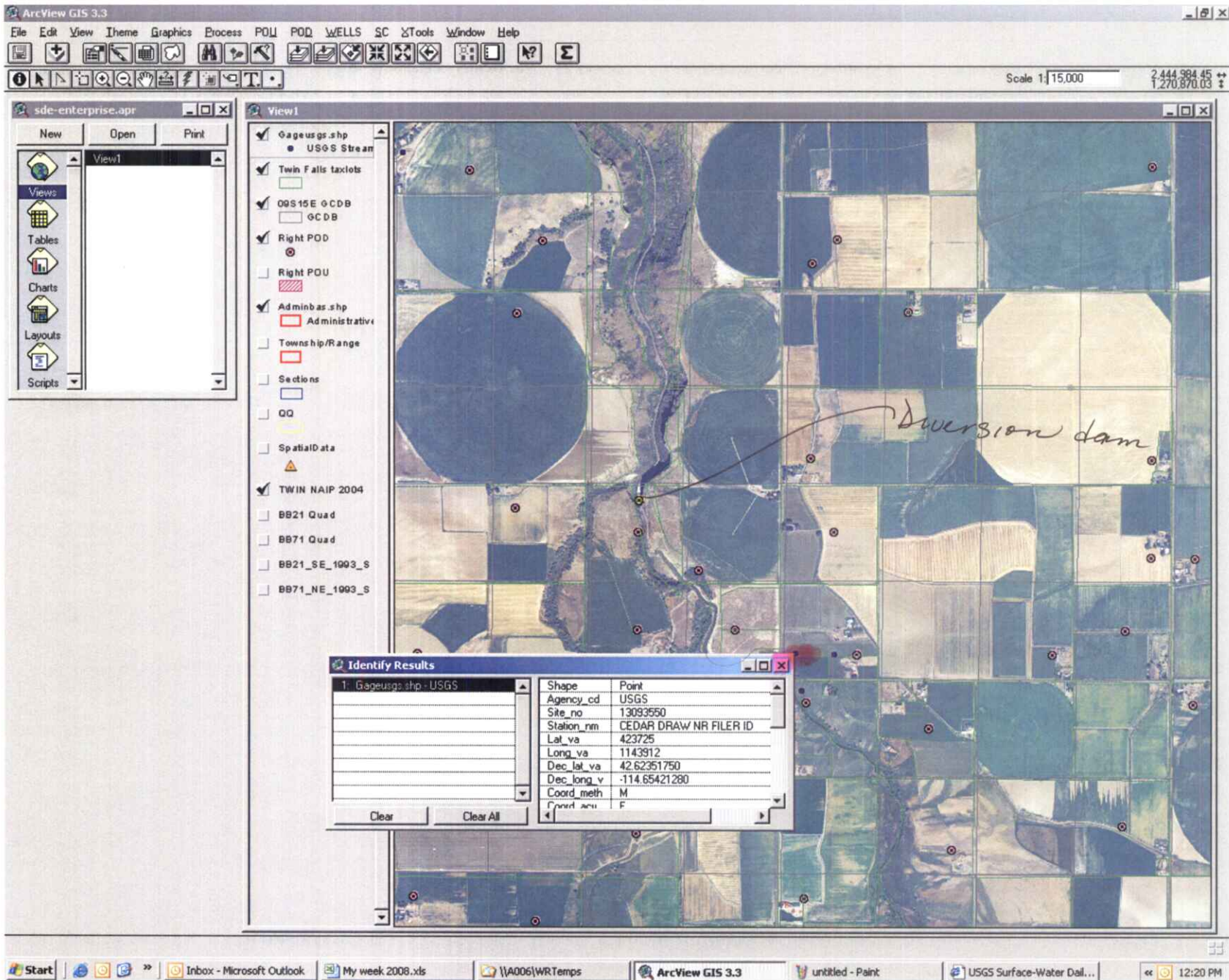
Summary of additional data for this site

Daily Mean Discharge, cubic feet per second (DD 01)												
DATE	Jan 1986	Feb 1986	Mar 1986	Apr 1986	May 1986	Jun 1986	Jul 1986	Aug 1986	Sep 1986	Oct 1986	Nov 1986	Dec 1986
1	46 ^A	51 ^A	52 ^A	137 ^A	205 ^A	165 ^A	87 ^A	148 ^A	207 ^A	309 ^A	74 ^A	60 ^A
2	48 ^A	48 ^A	50 ^A	44 ^A	201 ^A	165 ^A	114 ^A	134 ^A	214 ^A	309 ^A	72 ^A	61 ^A
3	48 ^A	48 ^A	49 ^A	88 ^A	193 ^A	166 ^A	94 ^A	122 ^A	205 ^A	309 ^A	73 ^A	60 ^A
4	46 ^A	47 ^A	49 ^A	185 ^A	212 ^A	180 ^A	104 ^A	111 ^A	223 ^A	312 ^A	72 ^A	60 ^A
5	47 ^A	48 ^A	49 ^A	157 ^A	217 ^A	221 ^A	132 ^A	110 ^A	221 ^A	312 ^A	71 ^A	60 ^A

6	47 A	47 A	50 A	122 A	235 A	226 A	162 A	104 A	218 A	312 A	73 A	59 A
7	46 A	46 A	50 A	138 A	244 A	231 A	155 A	103 A	220 A	312 A	72 A	57 A
8	44 A	46 A	53 A	163 A	256 A	287 A	150 A	103 A	235 A	307 A	70 A	57 A
9	45 A	46 A	51 A	163 A	256 A	304 A	165 A	102 A	242 A	280 A	70 A	55 A
10	45 A	46 A	52 A	139 A	259 A	284 A	155 A	104 A	250 A	281 A	67 A	55 A
11	45 A	47 A	50 A	146 A	270 A	273 A	160 A	94 A	62 A	276 A	69 A	55 A
12	45 A	47 A	52 A	156 A	270 A	225 A	165 A	90 A	29 A	280 A	65 A	53 A
13	46 A	57 A	51 A	177 A	242 A	179 A	155 A	103 A	364 A	283 A	69 A	54 A
14	46 A	48 A	49 A	177 A	222 A	135 A	165 A	102 A	380 A	252 A	68 A	53 A
15	47 A	49 A	50 A	186 A	214 A	140 A	160 A	104 A	390 A	253 A	67 A	52 A
16	52 A	48 A	51 A	208 A	208 A	155 A	155 A	99 A	384 A	251 A	67 A	52 A
17	60 A	64 A	49 A	213 A	195 A	120 A	160 A	106 A	326 A	246 A	67 A	51 A
18	62 A	66 A	48 A	196 A	165 A	90 A	160 A	108 A	335 A	238 A	66 A	52 A
19	56 A	56 A	47 A	192 A	149 A	105 A	155 A	105 A	327 A	250 A	64 A	51 A
20	56 A	54 A	48 A	208 A	112 A	95 A	155 A	112 A	334 A	251 A	63 A	50 A
21	52 A	52 A	46 A	205 A	158 A	90 A	155 A	125 A	340 A	264 A	63 A	49 A
22	48 A	53 A	49 A	183 A	188 A	85 A	150 A	153 A	332 A	271 A	63 A	49 A
23	56 A	53 A	46 A	195 A	186 A	80 A	155 A	158 A	334 A	267 A	61 A	49 A
24	52 A	51 A	45 A	208 A	190 A	65 A	160 A	164 A	342 A	262 A	61 A	49 A
25	48 A	51 A	45 A	222 A	168 A	50 A	165 A	176 A	342 A	259 A	61 A	49 A
26	47 A	51 A	44 A	239 A	187 A	55 A	165 A	182 A	348 A	262 A	60 A	48 A
27	45 A	51 A	43 A	250 A	176 A	65 A	160 A	171 A	333 A	235 A	60 A	47 A
28	45 A	53 A	42 A	238 A	136 A	39 A	170 A	176 A	328 A	120 A	60 A	47 A
29	45 A		41 A	219 A	147 A	57 A	170 A	200 A	318 A	86 A	60 A	47 A
30	71 A		150 A	215 A	156 A	57 A	165 A	198 A	316 A	81 A	60 A	47 A
31	63 A		147 A		156 A		150 A	201 A		77 A		47 A
COUNT	31	28	31	30	31	30	31	31	30	31	30	31
MAX	71	66	150	250	270	304	170	201	390	312	74	61
MIN	44	46	41	44	112	39	87	90	29	77	60	47

Explanation

A	Approved for publication -- Processing and review completed.
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Published on Hydropower Reform Coalition (<http://www.hydroreform.org>)

Cedar Draw Creek : P-8278

Description

Issues

Generating Capacity

2.878

License

License Expiration Date

2035-04-30

License Issued Date

1985-05-24

License Notes

Licensee

CRYSTAL SPRINGS HYDROELECTRIC L.P.

Contacts

Certification url

License url

Settlement url

Source URL:

<http://www.hydroreform.org/projects/cedar-draw-creek-p-8278>

retrieved: 2008-02-14 20:00:51 EST

#

Data for the following site(s) are contained in this file

USGS 13093550 CEDAR DRAW NR FILER ID

#

Data provided for site 13093550

DD parameter statistic Description

01 00060 00003 Discharge, cubic feet per second (Mean)

M EdI - For License 47-7768, approved day mean Q greater than 110 cfs is set equal to 110 cfs.

This paring down of Q yields flow values that are less than or equal the permitted rate.

date Q (cfs)

1/1/1986	46
1/2/1986	48
1/3/1986	48
1/4/1986	46
1/5/1986	47
1/6/1986	47
1/7/1986	46
1/8/1986	44
1/9/1986	45
1/10/1986	45
1/11/1986	45
1/12/1986	45
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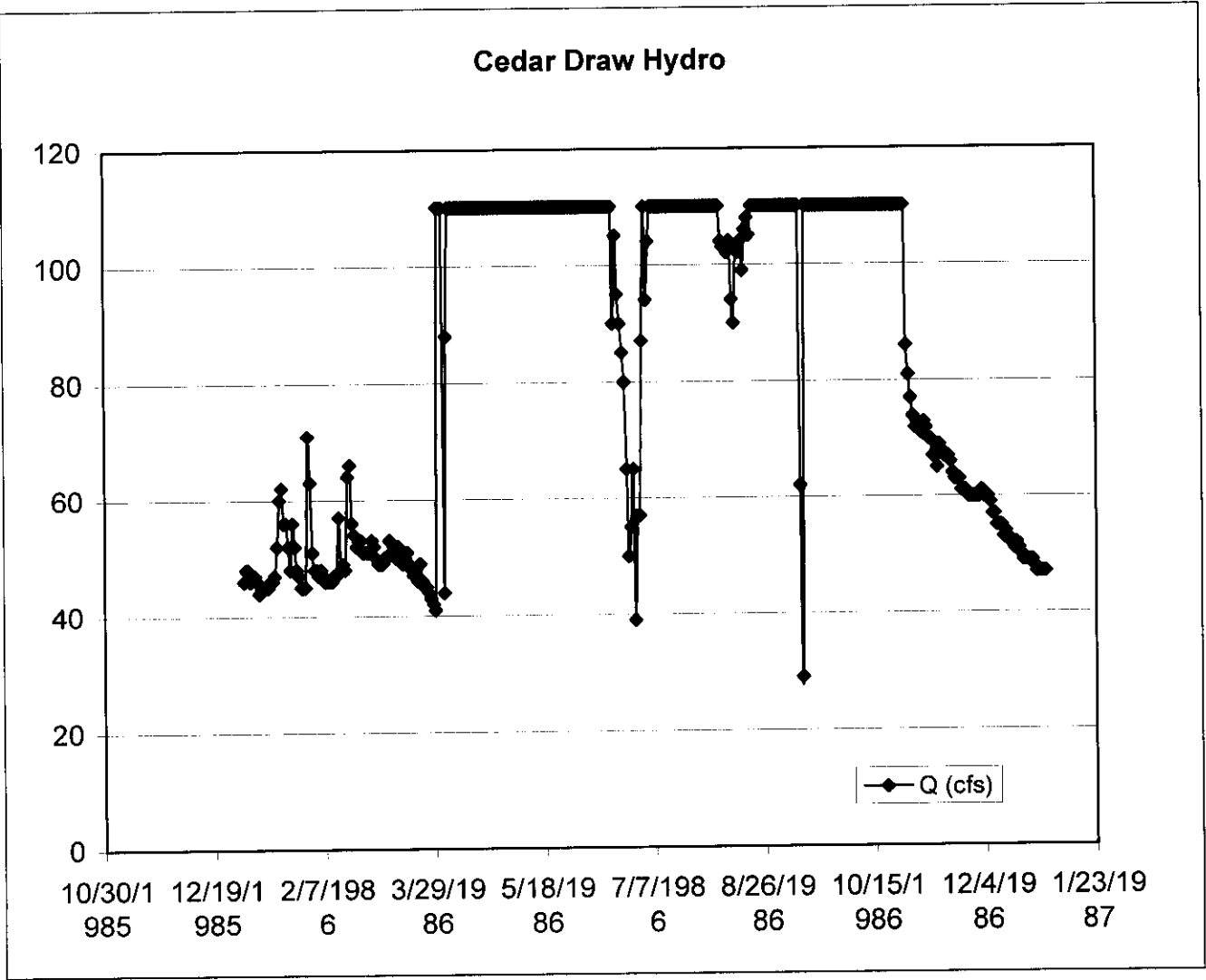
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IDAHO PUBLIC UTILITIES COMMISSION

STATEHOUSE
BOISE, IDAHO 83720
334-3143



CONLEY WARD, JR., *President*
PERRY SWISHER, *Commissioner*
RICHARD S. HIGH, *Commissioner*

JOHN V. EVANS
Governor

May 15, 1984

Cedar Draw 47-7768

Ronald L. Williams, Esq.
Idaho Power Company
P. O. Box 70
Boise, ID 83707

Dear Mr. Williams:

Enclosed please find approved copy of the following Firm Energy Sales Agreement between:

Idaho Power Company and Bonneville-Pacific Corp.

Per your request, an approved copy has been sent to Bonneville-Pacific Corp. Suite 300, 200 East South Temple, Salt Lake City, UT 84111.

Sincerely,

A handwritten signature in cursive script, reading "Myrna J. Walters".

Myrna J. Walters,
Commission Secretary

MJW/rs
enc.
cc. Robert Wood
Bonneville-Pacific Corp.

SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

BOX 70 • BOISE, IDAHO 83707

RECEIVED
May 11, 1984

'84 MAY 14 AM 9 49

IDAHO PUBLIC
UTILITIES COMMISSION

Mrs Myrna J Walters
Secretary
Idaho Public Utilities Commission
Statehouse
Boise, Idaho 83720

Re: Firm Energy Sales Agreement
Between Idaho Power Company
and Bonneville-Pacific Corp

Dear Mrs Walters:

Enclosed herewith for filing and approval are three (3) copies of the Firm Energy Sales Agreement between Idaho Power Company and Bonneville-Pacific Corp, dated May 10, 1984. After Commission approval, please transmit one copy to Bonneville-Pacific Corp and one to Idaho Power for our files.

Sincerely,

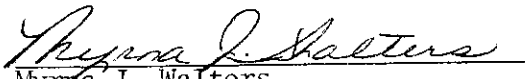
Ronald L Williams
Attorney

RLW:jar

Enclosure

Approved according to Commission
Order Nos. 15746 and 18190

Facility No: 31616081
Project: Cedar Draw


Myrna J. Walters
Commission Secretary

FIRM ENERGY SALES AGREEMENT

THIS AGREEMENT, entered into on this 10th day of May, 1984,
is between BONNEVILLE-PACIFIC CORP, 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 wishes 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 occurring 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 reasonable 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	2,588,000 KWH
	January	
	February	
Season 2	March	937,000 KWH
	April	
	May	
Season 3	June	666,000 KWH
	July	
	August	
Season 4	September	1,996,000 KWH
	October	
	November	

6.3 Annual Net Energy Amount - The Annual Net Energy shall be 6,187,000 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	70.0 Mills/KWH
Season 2	46.7 Mills/KWH
Season 3	70.0 Mills/KWH
Season 4	46.7 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.

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 dis-

connecting 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 E 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

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

ARTICLE XX: CHOICE OF LAWS

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

ARTICLE XXI: 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 E, 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 interest 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

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

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

ARTICLE XXIII: 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 XXIV: MODIFICATION

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

ARTICLE XXV: TAXES

25.1 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.

25.2 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 XXVI: 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:	Bonneville-Pacific Corp Suite 300 200 East South Temple Salt Lake City, UT 84111 Attn: Robert Wood
To Idaho:	Vice President, Power Operations Idaho Power Company P O Box 70 1220 Idaho Street Boise, Idaho 83707

ARTICLE XXVII: 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 XVIII - 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 *D E Barclay*
Vice President - Planning
and Resources

"Idaho"

BONNEVILLE-PACIFIC CORP

By *Raymond L. Hixson*
Its: President

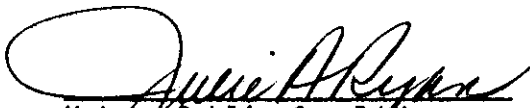
"Seller"

STATE OF IDAHO)
) ss
County of Ada)

On this 2nd day of May, 1984, 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)


Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss
County of Ada)

On this 10th day of May, 1984, before me, the undersigned, a Notary Public, personally appeared Raymond L. Hixon, personally known, who being duly sworn, did say that he is the President of Bonneville-Pacific Corp, 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)


Notary Public for Idaho
Residing at: Boise, Idaho

APPENDIX A
STANDARDS FOR INTERCONNECTION AND METERING

A-1 GENERAL PROVISIONS

A-1.1 It is the policy of Idaho 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 impedance, 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 - Two meters will be installed. These will measure KWH/KW demand, and reactive power flow to and from the generator. These meters will have pulse outputs to a solid state recorder in order to determine power factor and demand.

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 protection 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
CEDAR DRAW PROJECT

B-1 DESCRIPTION OF FACILITY

The Seller's Facility consists of four hydro units. Each unit will use a fixed geometry turbine. The generators will be 4160 volt, 3 phase, 60 hertz induction machines. One generator will have a nameplate rating of 275 KW, and the remaining three will have nameplate ratings of 425 KW each.

B-2 LOCATION OF FACILITY

The Facility is located in SW Quarter of Section 23 Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho.

B-3 SCHEDULED OPERATION DATE

Seller has selected May 15, 1984, as the Scheduled Operation Date and April 15, 1984, 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 46,000 volt transmission structure serving this Facility owned by Idaho and located near the E Quarter corner of Section 23, Township 9 South, Range 15 East, Boise Meridian. The Seller will provide the three phase 46,000 volts transmission line from the generator site to the Point of Delivery, and the transformer bank. The transformer bank will be a three phase bank, 4160/2400 volts to 46,000 volts, connected delta on the high voltage side and wye grounded through an impedance on the low voltage side. The bank will be located approximately 300 feet from the generator, and will be owned and maintained by the Seller.

B-6 LOSSES

Losses shall be 0.80% of the metered energy.

B-7 METERING

The metering equipment will be on the 2400 volt side of the transformer bank, and will consist of two current transformers, two voltage transformers, one demand meter, one recorder, and associated writing. The meter will register kilowatt-hours and kilowatts of demand. Metering

equipment will be owned and maintained by Idaho, with total cost of purchase, installation, operation, and maintenance, including administrative cost, to be reimbursed to Idaho by the Seller.

B-8 SPECIAL FACILITIES

The construction of approximately 1.5 miles of overhead 46 KV transmission line will be provided by Idaho as Special Facilities.

B-9 REACTIVE POWER

Reactive Power requirements necessary to maintain the generator point factor at 95% or greater will be supplied and maintained by the customer.

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 and install a 46 KV circuit switcher, mounting structure, three 46 KV APT's, three 4 KV current transformers, batteries and battery charger, and a cabinet containing a circuit breaker, relays, and associated wiring and logic. Seller will supply a safety switch, and will install the switch, cabinet, and all wiring and conduit necessary for the operation of the Disconnection 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 is \$72,179. The total cost of Metering Equipment is \$3,400. The total cost of the Disconnecting Equipment is \$61,865. Total amount to be paid to Idaho by the Seller is \$137,444, less the \$1,000 Application Fee and the \$37,359 paid on October 21, 1983. This represents the amount that will be charged by Idaho if the Seller makes the payment on or before January 20, 1984. 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. 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. For this Facility, self-certification is sufficient.

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			
	1984	1985	1986	1987
1	20	20	20	20
2	40	40	40	40
3	60	60	60	65
4	80	80	80	85
5	100	100	105	105
6	120	120	125	125
7	140	140	145	145
8	160	160	165	165
9	180	180	185	185
10	195	195	200	200
11	210	210	215	220
12	225	230	235	240
13	240	250	260	270
14	255	265	270	300
15	275	290	310	325
16	300	315	335	355
17	325	340	360	385
18	350	365	385	410
19	370	390	410	435
20	390	410	430	460
21	405	425	450	480
22	420	440	465	495
23	435	455	480	510
24	440	465	490	520
25	445	470	500	525
26	445	470	495	520
27	440	465	490	510
28	420	445	475	495
29	400	420	450	475
30	370	390	410	430
31	330	345	365	385
32	270	280	295	315
33	200	200	220	220
34	100	100	110	110
35	0	0	0	0