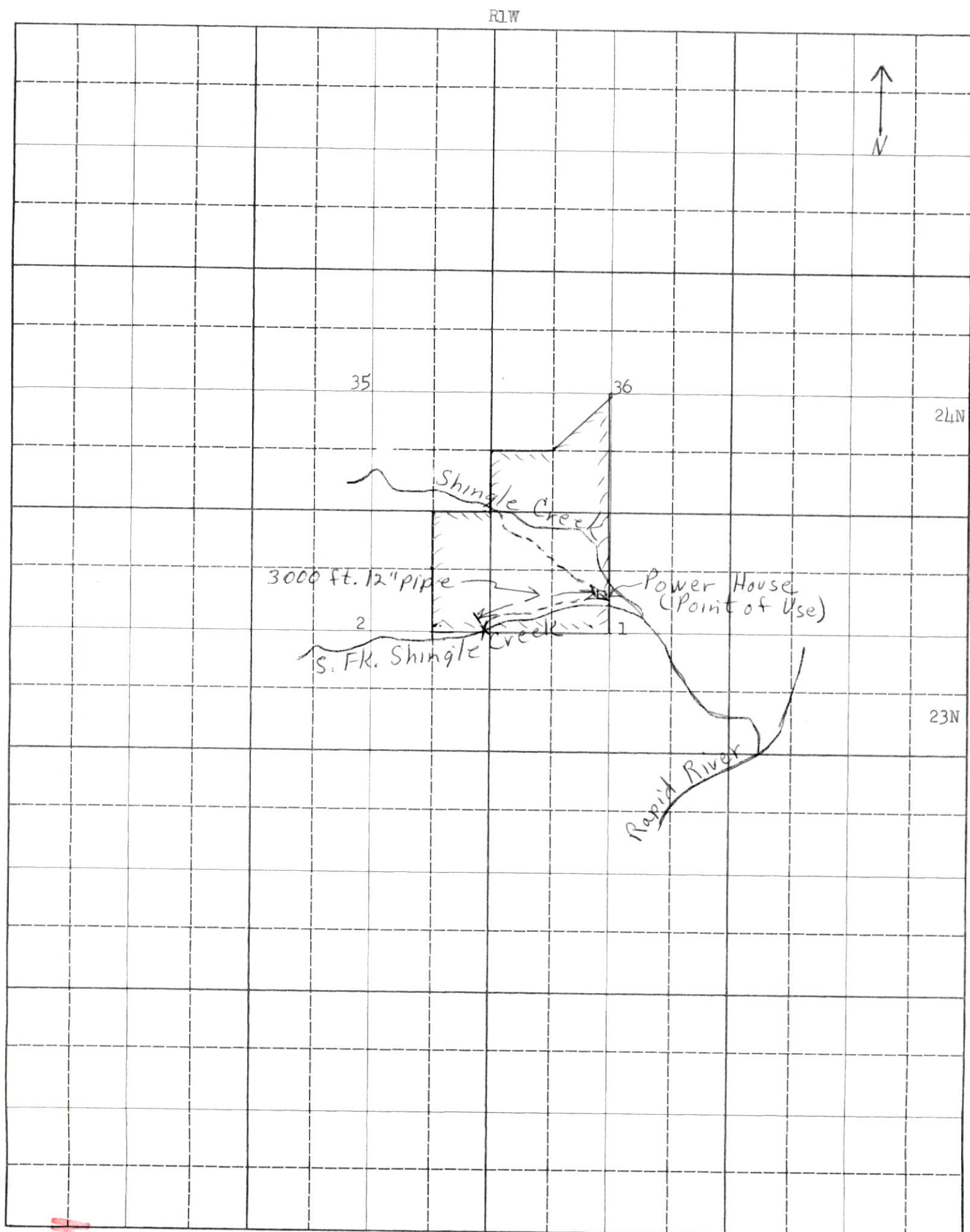


11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

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

Wilbur D. Bellamy
(Applicant)

O.K.
h/h

AFFIDAVIT OF PUBLICATION

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

78-7157

DE VENY, WILLIS D.
BOX 239, RIGGINS, ID 83549
Source: SHINGLE CREEK,
SOUTH FORK tributary to
RAPID RIVER

Date Filed: 11/20/1980

Amount: 4.44 CFS

Diversion Point: SENE Sec
02 T 23N R 01W, IDAHO Co.

Use: POWER (4.44 CFS)
from 01/01 to 12/31

Place of Use: SENW Sec 01 T
23N R 01W

Diversion Means:
HEADGATE & PIPE.

78-7158

DE VENY, WILLIS D.
BOX 239, RIGGINS, ID 83549
Source: SHINGLE CREEK
tributary to RAPID RIVER
Date Filed: 11/20/1980

Amount: 2.67 CFS

Diversion Point: SWSW Sec
36 T 24N R 01W, IDAHO Co.

Use: POWER (2.67 CFS)
from 01/01 to 12/31

Place of Use: SENW Sec 01 T
23N R 01W

Diversion Means:
HEADGATE & PIPELINE.

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 92 S. Cole Road, Boise, Idaho 83709 on or before DECEMBER 29, 1980.

C. STEPHEN ALLRED
Director

Published 12/10 & 12/17/80.

D10-17

Nona Donaldson

being first duly

sworn, says he is the Office Manager
of the IDAHO COUNTY FREE PRESS, a weekly newspaper which is published and issued weekly at Grangeville, Idaho County, State of Idaho, and which is of general circulation in said county and state; that the said notice, of which the one hereto attached is a true copy, was published in said paper for 2 weeks, being published 2 times, the first publication being on the 10th day of December, 19 80, and the last publication on the 17th day of December, 19 80; and that the said notice was published in the newspaper proper and not a supplement; that said newspaper has been continuously and uninterruptedly published in said county during a period of more than seventy-eight consecutive weeks prior to the first publication of said notice or advertisement.

Nona C. Donaldson

Subscribed and sworn to before me this 17th day of December, 19 80.

Marilyn J. Stolley, Notary Public
for State of Idaho, residing at Grangeville, Idaho.

RECEIVED
DEC 19 1980
Department of Water Resources
Western Regional Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

Should questions arise during
the processing of this applica-
tion please contact:

SHERL L. CHAPMAN
410 S. Orchard, Suite 144
Boise, ID 83705
344-6690

A. GENERAL INFORMATION

Permit No. 78-7157

1. Owner: Willis D. DeVenly Phone No. 628-3462

Current Address: P.O. Box 239, Riggins, Idaho 83549

2. Accompanied by: Willis DeVenly EXAM. DATE: 5/31/88

Address: same as above Phone No. 628-3462

Relationship to Permit Holder: Owner

3. Source: So. Fork Shingle Creek tributary to Rapid River

B. OVERLAP REVIEW

1. Other water rights with same place of use: 78-7158; 78-7277

☐ Copies Attached

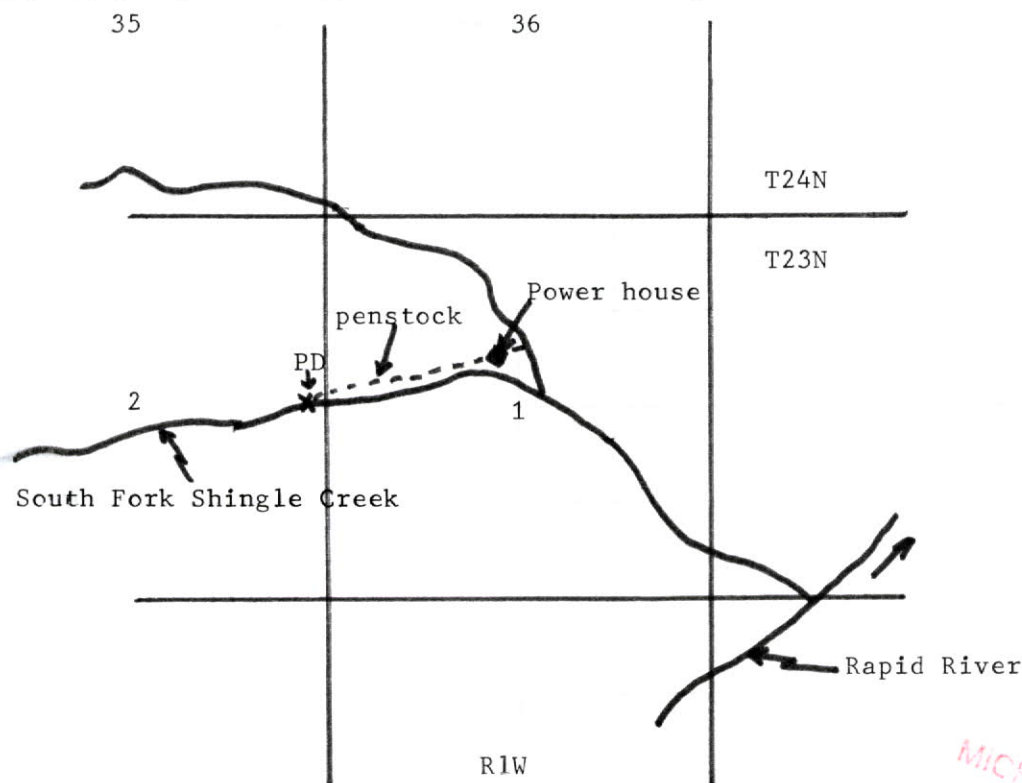
2. Other water rights with same point of diversion: None

☐ Copies Attached

☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



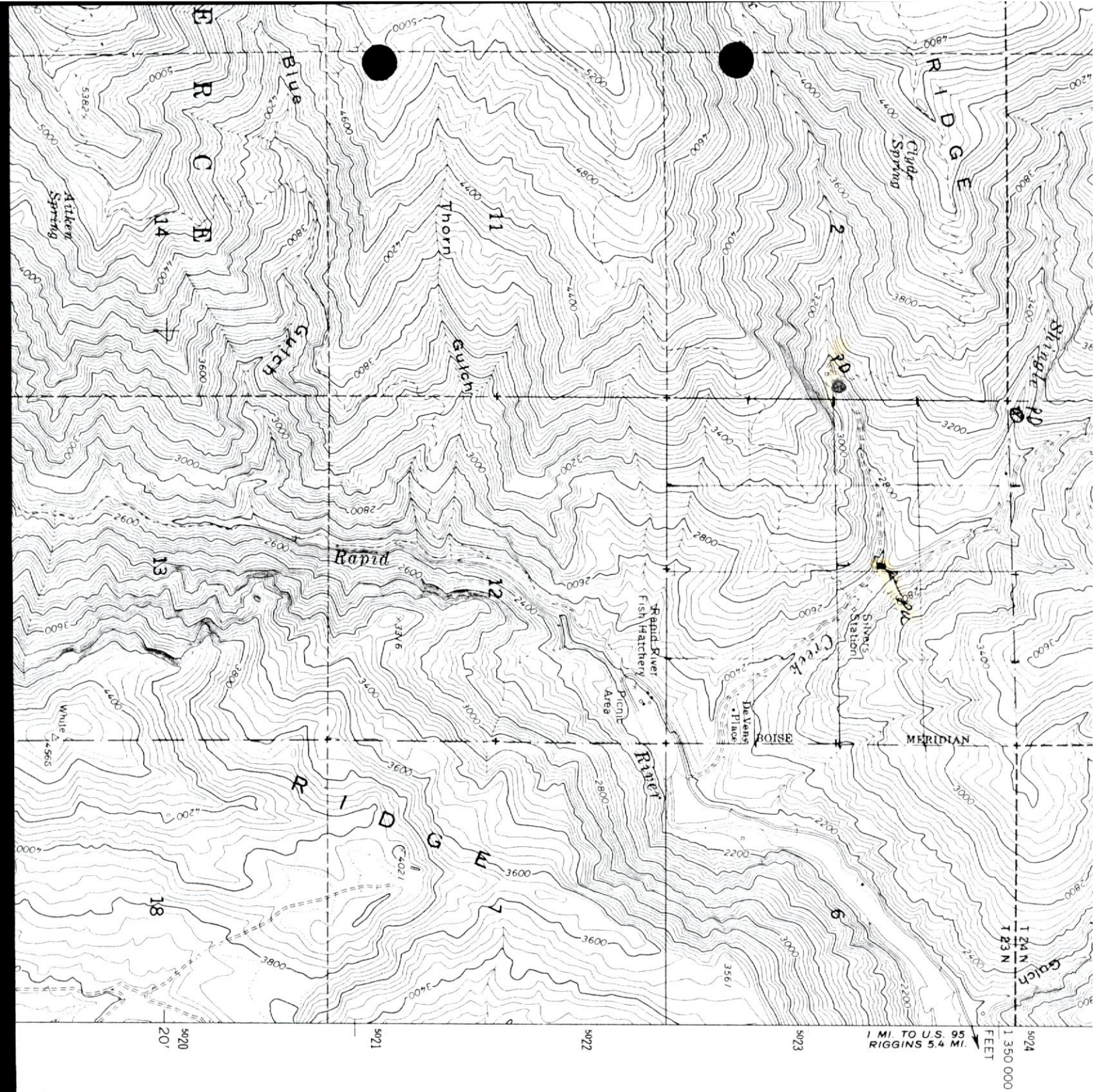
Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

- ☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater.

- ☐ Aerial Photo Attached
(required for irrigation of 10 acres or more).

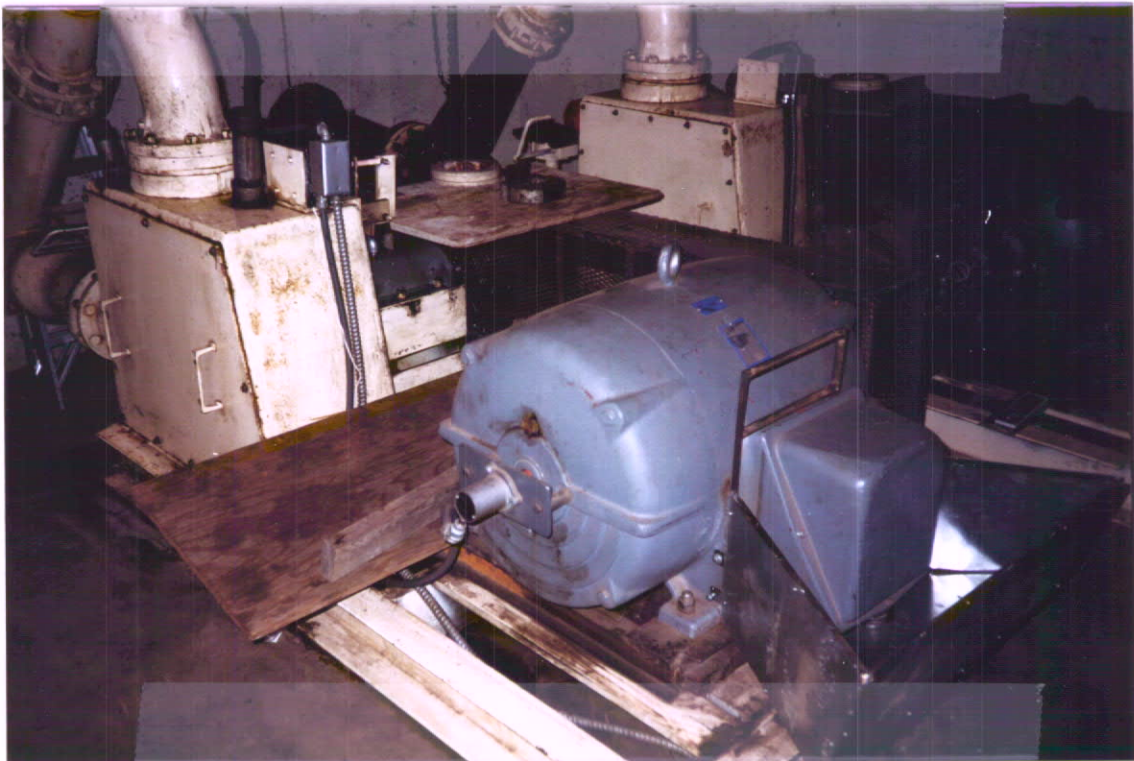
MICROFILMED
APR 23 1987



ENCLOSURE
APR 23 1957



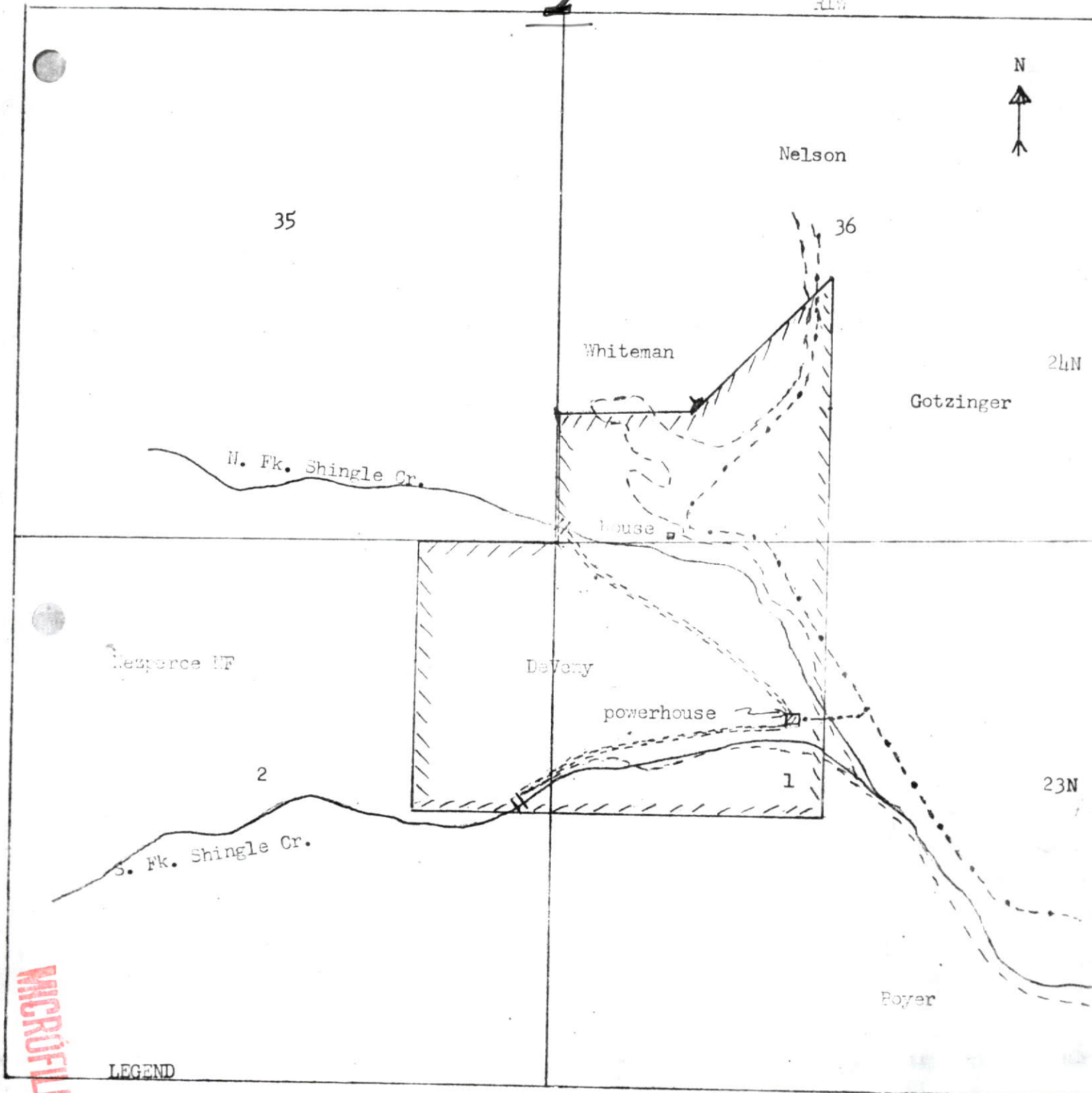
Diversion Into 14" Steel Penstock



Turbine for Power Generation

MICROFILMED
APR 23 1987

RLW



LEGEND

- unimproved road
- ... powerline
- - - water transmission line
- = headgate
- //// private property (owned by applicant)

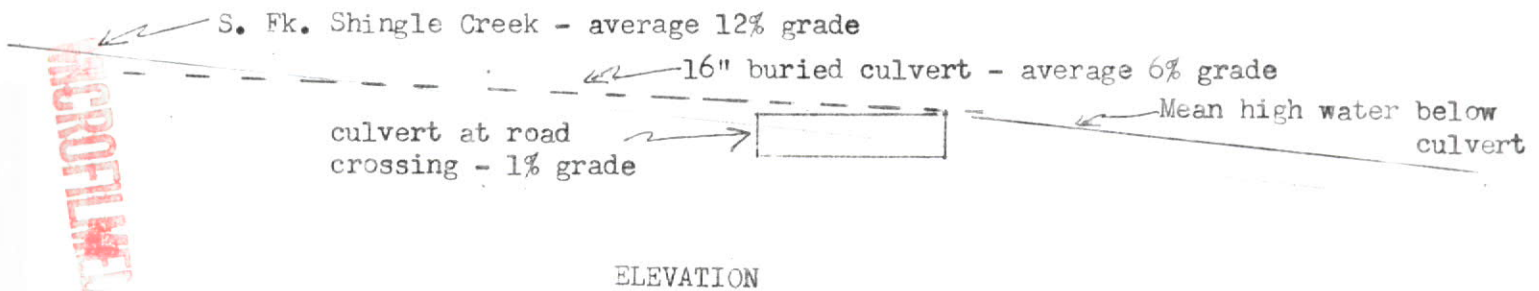
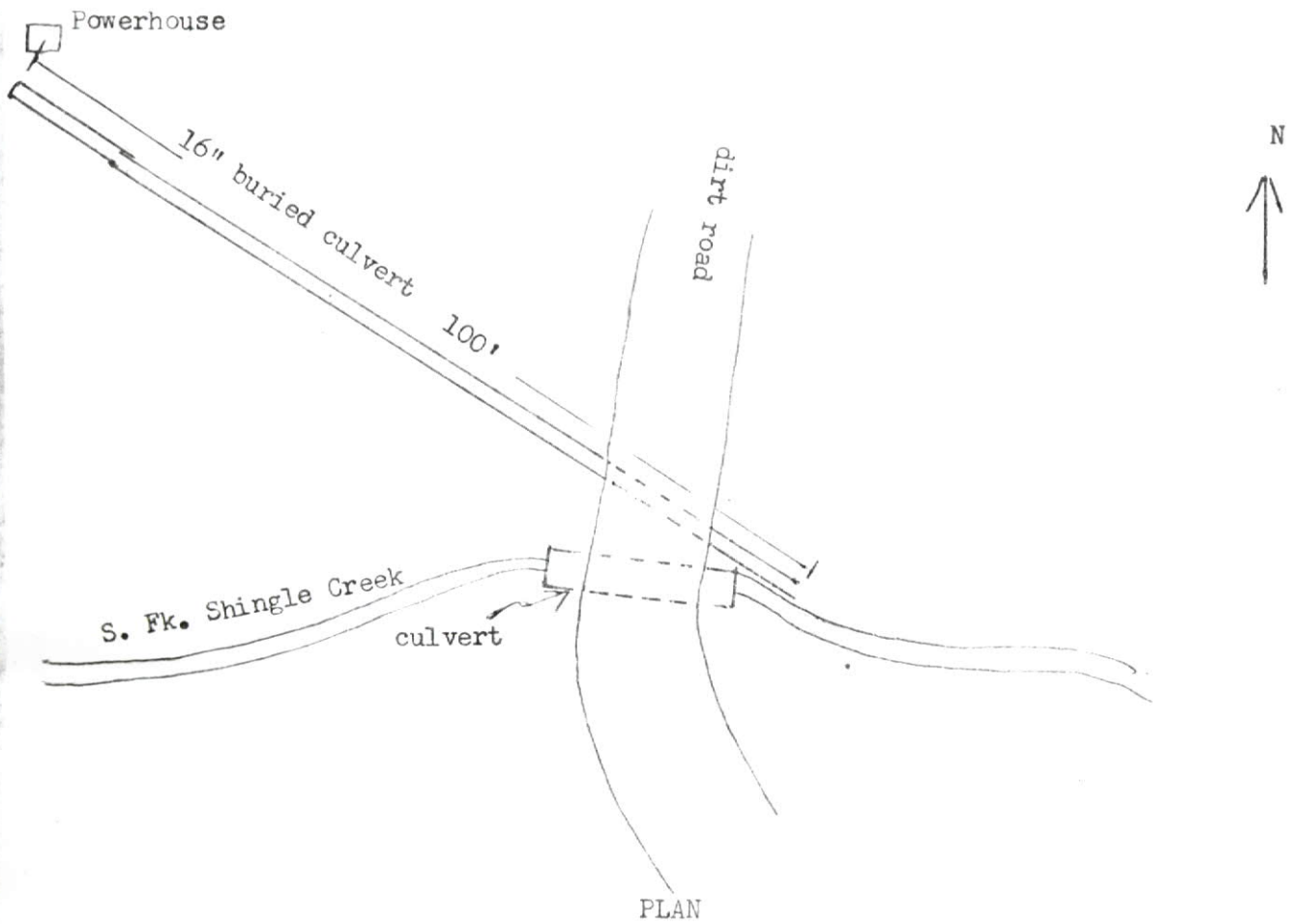
This drawing is a part of the application for license made by the undersigned this 5th day of January, 1981.

William B. Baker
signature

te: 12/80 bd

Scale: 4" = 1 mile

Tailrace Return to South Fork Shingle Creek



Scale: 1" = 20'

1/24/81 BD

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 78-07157

Priority: October 22, 1980

Maximum Diversion Rate:

4.44 CFS

Maximum Diversion Volume:

3214.0 AF

This is to certify, that WILLIS D DE VENY
PO BOX 239

RIGGINS ID 83549 has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated October 22, 1980; and
has submitted Proof of Beneficial Use on August 18, 1983. An examination indicates
that the works have a diversion capacity of 4.960 cfs of water from:

SHINGLE CREEK, SOUTH FORK tributary to SHINGLE CREEK

source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
POWER	01/01 to 12/31	4.44 CFS	3214.0 AF

LOCATION OF POINT(S) OF DIVERSION:

SENE, Sec. 2, Township 23N, Range 01W
IDAHO County

PLACE OF USE: POWER

TWN RGE SEC

23N 01W 1

SENE

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.
6. Use of water under this right shall be non-consumptive.

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APR 23 1997

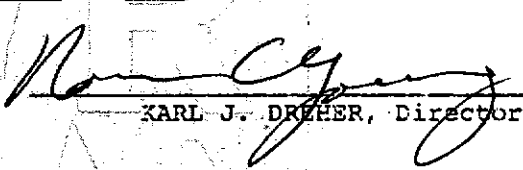
State of Idaho
Department of Water Resources**WATER RIGHT LICENSE**

WATER RIGHT NO. 78-07157

CONDITIONS OF APPROVAL AND REMARKS

7. The rights for the use of water confirmed in this license shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.
8. Water used under this right if discharged into a natural channel shall meet Idaho Water Quality Standards.
9. The diversion and use of water for hydropower purposes under this license is subject to review by the Director on or after September 30, 2017, the expiration date of the power purchase contract with Idaho Power. The license is also subject to review by the Director after the date of expiration of license 4025-000 issued by the Federal Energy Regulatory Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.
10. Facility known as Shingle Creek Project.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 3rd day of APRIL, 1997.


KARL J. DREHER, Director

MICROFILMED

APR 23 1997

Form 217
03/86

RECEIVED
JUL 18 1988

RECEIVED
JUL 16 1988

For Office Use Only
Fee Received _____
Date _____
Receipt # _____
Receipt by _____
Reviewed by _____
Sent to region _____

Should questions arise during
the processing of this applica-
tion please contact:

SHERL L. CHAPMAN
410 S. Orchard, Suite 144
Boise, ID 83705
344-6690

Department of Water Resources

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Department of Water Resources
Western Regional Office

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

Permit No. 78-7157

Name(s) of Permit Holder: Willis DeVeney

Post Office Address: P. O. Box 239, Riggins, Idaho 83549

Telephone No. 628-3462

Source of Water: South Fork Shingle Creek

Extent of Use:

Domestic _____ (number of households) Stockwater _____ (number and type of stock)

Irrigation _____ (acres) Other/Remark Hydropower

Total rate and/or volume for which proof is submitted 4.44 cfs 3214 acre-feet

Show the date water was first diverted and beneficially used under this permit: 1981

Measuring Device: Required? ☐ Yes ☒ No
Installed? ☐ Yes ☒ No

Fee enclosed \$ N/A
(See License Examination Fee Schedule)

Flow Measurement Port: Required? ☒ Yes ☐ No
Installed? ☒ Yes ☐ No

Person to contact to accompany the Department representative during the field examination:

(Name)

(Telephone Number)

(Address)

The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

APR 23 1997

7/13/88

Date

Willis D. DeVeney
Signature of Permit Holder (and title, if appropriate)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Willis D. DeVeny Phone 628-3462

Post office address Box 239, Riggins, ID 83549

2. Source of water supply S. Fk. Shingle Creek which is a tributary of Rapid River

3. Location of point of diversion is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 2 Township 23N

Range 1W B.M. Idaho County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 4.44 cfs for ^{power} production purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 4.44 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Cement headgate approx. 3 ft. x 2 ft.
with 3000 ft. of 12" PVC plastic pipe buried.

b. Height of storage dam none feet, active reservoir capacity _____ acre-feet; total reservoir
capacity _____ acre-feet, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial
use is 5 years (minimum 1 year — maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 1 Township 23N

Range 1W B.M.

(2) Amount of power to be generated: 140 horsepower under 340 feet of head.
85

(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____.

(5) If water is to be used for other purposes describe: _____

MICROFILMED

WICKOFFLAXED

WICKOFFLAXED

Total number of acres to be irrigated _____

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

Both the S. Fk. of Shingle Creek and Shingle Creek will be used for power production in a common power house.

9. a. Who owns the property at the point of diversion Willis D. DeVeney

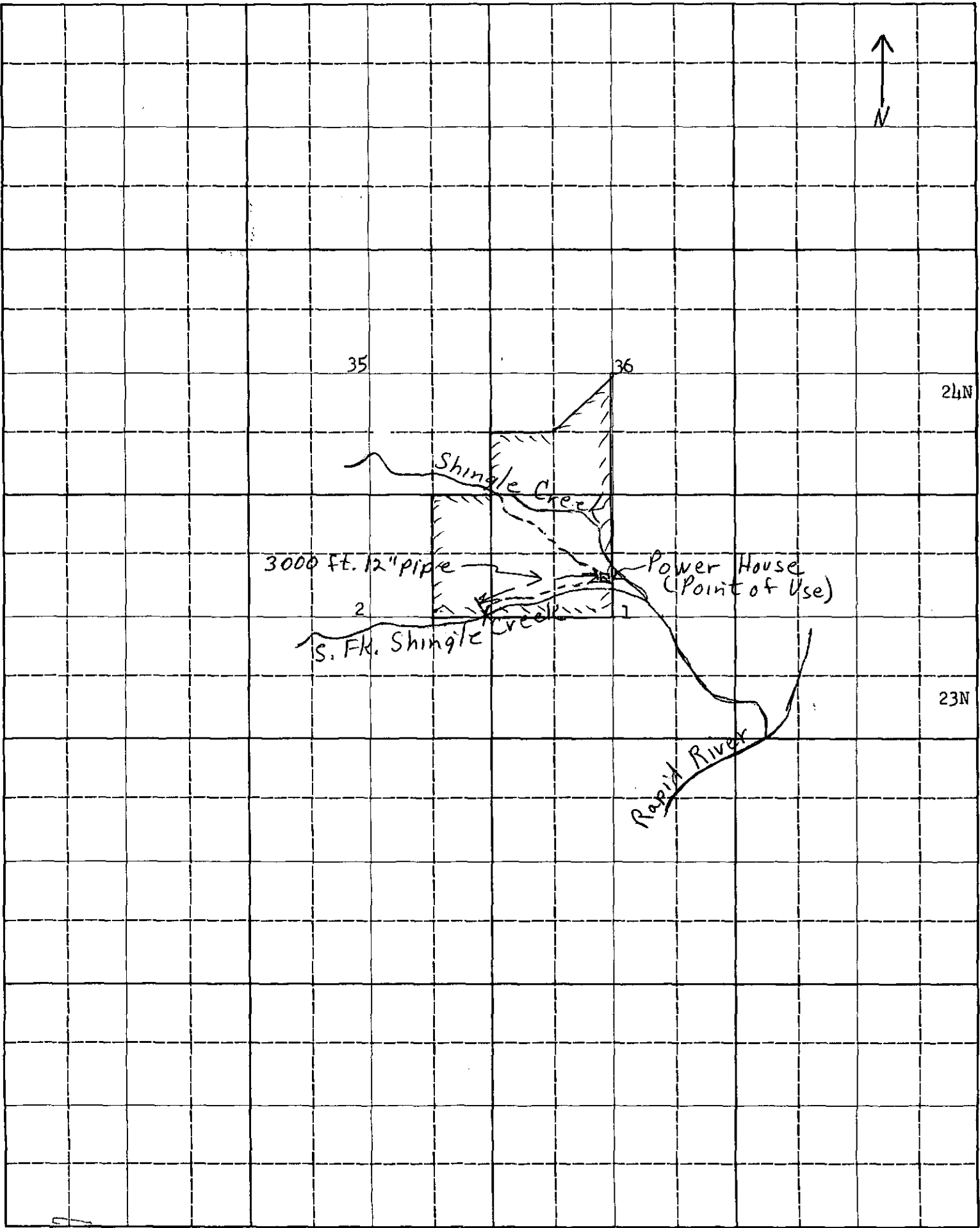
b. Who owns the land to be irrigated or place of use Willis D. DeVeney

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10. Remarks This is a non-consumptive beneficial use, and all water will be
returned to the stream channel after passing through the power house.

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

RLW



Scale: 2 inches equal 1 mile.

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

William D. Sullivan
(Applicant)

Proposed Priority

10/22/80

RECEIVED

Received by h/n Date 10/27/80 Time 2:20 ~~4:25~~

Preliminary check by 6/5 Fee \$ 125.00

Receipted by h/n Date 11/20/80 # 15796

Publication prepared by h/n Date 12/4/80

Published in Idaho Co. Free Press

Publication dates 12/11 & 12/18/80

Publication approved h/n Date 12/29/80

Protests filed by: None

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by DBS

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 78-7157, and said application is hereby approved.

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before April 1, 19 86.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. Other:

An access port or other device as specified by the Department shall be installed by the permit holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

This permit is subject to the provisions of Sections 42-205 through 42-210, Idaho Code, restricting the sale, transfer, assignment or mortgage of this permit. Failure to comply with these provisions is cause for immediate cancellation of this permit.

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

Witness my hand this 29th day of April, 1981.

A. Glen Saxton
Chief, Operations Bureau

Individual Owner

AFFIDAVIT TO ESTABLISH RESIDENCE

I, Willis D. DeVeney of Riggins, County of Idaho, State of Idaho, being duly sworn, do hereby certify that I am a bona fide resident of the State of Idaho.

/s/ Willis D. DeVeney

Subscribed and sworn to before me this 17th day of October, 19 80

/s/ Norma Bradley

Notary Public
Residence Riggins, Idaho
My Commission Expires July 11, 1983

Corporation or Association

AFFIDAVIT TO ESTABLISH RESIDENCE
OR QUALIFICATIONS TO DO BUSINESS UNDER THE LAWS OF
IDAHO...

I, _____ of _____, County of _____, State of Idaho, being first duly sworn, depose and say:
That I am the designated statutory agent of the _____,
that as such I am in charge of the registered office of the said _____,
as provided by Section 30-143, Idaho Code, at _____,
Idaho, wherein are kept the records provided by Section 30-144, Idaho Code, and that _____ is a legal _____
qualified to do business in the State of Idaho under the laws of the State of Idaho.

/s/ _____

Subscribed and sworn to before me this _____ day of _____, 19 _____

/s/ _____

Notary Public
Residence _____
My Commission Expires _____

RECORDED

O.K.
n/h

AFFIDAVIT OF PUBLICATION

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

78-7157

DE VENY, WILLIS D.
BOX 239, RIGGINS, ID 83549
Source: SHINGLE CREEK,
SOUTH FORK tributary to
RAPID RIVER

Date Filed: 11/20/1980

Amount: 4.44 CFS

Diversion Point: SENE Sec
02 T 23 N R 01 W, IDAHO Co.

Use: POWER (4.44 CFS)
from 01/01 to 12/31

Place of Use: SENW Sec 01 T
23 N R 01 W

Diversion Means:
HEADGATE & PIPE.

78-7158

DE VENY, WILLIS D.
BOX 239, RIGGINS, ID 83549
Source: SHINGLE CREEK
tributary to RAPID RIVER

Date Filed: 11/20/1980

Amount: 2.67 CFS

Diversion Point: SWSW Sec
36 T 24 N R 01 W, IDAHO Co.

Use: POWER (2.67 CFS)
from 01/01 to 12/31

Place of Use: SENW Sec 01 T
23 N R 01 W

Diversion Means:
HEADGATE & PIPELINE.

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 92 S. Cole Road, Boise, Idaho 83709 on or before DECEMBER 29, 1980.

C. STEPHEN ALLRED

Director

Published 12/10 & 12/17/80.

D10-17

Nona Donaldson

being first duly

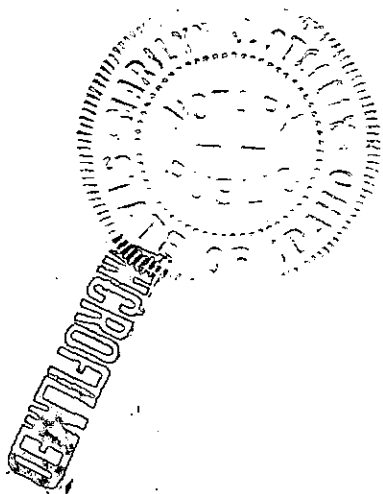
sworn, says he is the Office Manager

of the IDAHO COUNTY FREE PRESS, a weekly newspaper which is published and issued weekly at Grangeville, Idaho County, State of Idaho, and which is of general circulation in said county and state; that the said notice, of which the one hereto attached is a true copy, was published in said paper for 2 weeks, being published 2 times, the first publication being on the 10th day of December, 19 80, and the last publication on the 17th day of December, 19 80; and that the said notice was published in the newspaper proper and not a supplement; that said newspaper has been continuously and uninterruptedly published in said county during a period of more than seventy-eight consecutive weeks prior to the first publication of said notice or advertisement.

Nona C. Donaldson

Subscribed and sworn to before me this 17th day of December, 19 80

Marilyn J. Stolley, Notary Public
for State of Idaho, residing at Grangeville, Idaho.



RECEIVED
DEC 19 1980
Department of Water Resources
Western Regional Office



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

April 4, 1997

WILLIS D DE VENY
P[O BOX 239
RIGGINS ID 83549-0000

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: WATER RIGHT NO(s). 78-07277/78-07158/78-07157

Dear Water Right Holders:

The Department of Water Resources (the Department) has issued the enclosed licenses confirming that water rights have been established in accordance with the permits referenced above. The licenses are preliminary orders issued by the Department pursuant to section 67-5243, Idaho Code. They can and will become final orders without further action of the Department unless a party petitions for reconsideration or files an exception and/or brief as further described below:

PETITION FOR RECONSIDERATION

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

EXCEPTIONS AND BRIEFS

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

If any party appeals or takes exceptions to this preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Department. The Department retains the right to review the preliminary order on its own motion.

MICROFILMED
APR 23 1997

ORAL ARGUMENT

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

CERTIFICATE OF SERVICE

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

FINAL ORDER

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

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

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

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

- i. A hearing was held,
- ii. The final agency action was taken,

MICROFILMED
APR 23 1997

- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

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

If you have questions, please contact me at (208) 327-7946.

Sincerely,



Shelley W. Keen
Water Rights Supervisor

SWK:vrr

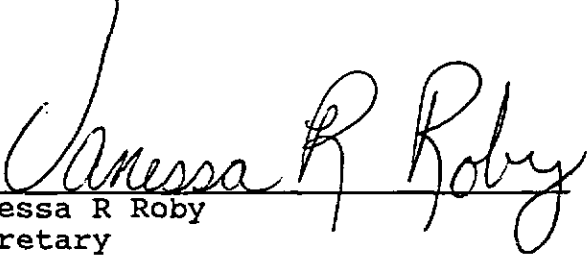
Enclosure

CERTIFICATE OF MAILING

I hereby certify that on the 4th day of April, 1997, I mailed a true and correct copy, postage prepaid, of the foregoing **PRELIMINARY ORDERS (Approved Licenses)** to the person(s) listed below:

Water Right No(s). 78-07277/78-07158/78-07157

WILLIS D DE VENY
PO BOX 239
RIGGINS ID 83549-0000



Vanessa R Roby
Secretary

MICROFILMED
APR 23 1997

WR0749NP
No. L78-07157

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 03/27/97
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	WILLIS D DE VENY PO BOX 239 RIGGINS ID 83549	10/22/1980	POWER	01/01 12/31	4.440 CFS	3214.00 AFA
TOTAL DIVERSION:					4.440 CFS	3214.00 AFA

Water Source: SHINGLE CREEK, SOUTH FORK

Tributary to: RAPID RIVER

Stage: LICENSE

Point(s) of Diversion Capacity: 4.960 CFS

Point(s) of Diversion: T23N R01W S02 SENE

IDAHO County

Place of use Legal Description for: POWER

NE				NW				SW				SE			
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac
23N	01W	1	:	:	:	:	P	:	:	:	:	:	:	:	:

Pou County: IDAHO

Other Water Rights with Same Point(s) of Diversion and Source:
78-07157

Other Water Rights Listing Overlapping Place(s) of use:
78-02070 78-04173

Conditions of Approval:

- 025 - This right does not constitute Idaho Public Utilities Commission
- or Federal Energy Regulatory Commission approval that may be
- required.
- 027 - Use of water under this right shall be non-consumptive.
- R22 - The rights for the use of water confirmed in this license
- shall be junior and subordinate to all rights for the use of
- water other than hydropower, within the State of Idaho that are
- initiated later in time than the priority of this right and
- shall not give rise to any right or claim against any future
- rights for the use of water, other than hydropower, within the
- State of Idaho initiated later in time than the priority of this
- right.
- 09D - Water used under this right if discharged into a natural
- channel shall meet Idaho Water Quality Standards.

Remarks: The diversion and use of water for hydropower purposes under this license is subject to review by the Director on or after September 30, 2017, the expiration date of the power purchase contract with Idaho Power. The license is also subject to review by the Director after the date of expiration of license 4025-000 issued by the Federal Energy Regulatory

WR0749NP
No. L78-07157

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 03/27/97
PAGE: 2

Remarks: Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.
Facility known as Shingle Creek Project.

Dates: App. Received: 10/22/1980 Priority Date: 10/22/1980
Proof Due Date: 04/01/1986 Proof Made Date: 08/18/1983
Exam Made Date: 05/31/1988 Exam Sent to S.O.: 02/12/1990
Licensed Date:

Misc: Water District Number: Field Exam Fee:

Audit: 03/27/97 SCURTIS

MEMORANDUM

TO: Files 78-07157/07158/7277

FROM: Sharla

DATE: March 28, 1997

RE: Term of Years, Recommendation Adjustment(s)

The right holder received a Minor License from FERC in September of 1981, effective for 50 years (expiring in 2031). The sales agreement (power purchase contract) with Idaho Power expires August 1, 2017. The term of years to be listed on the license will reflect the expiration of the power purchase contract, but will also indicate the license is subject to review after the expiration date of the FERC license.

78-07158:

A. GENERAL INFORMATION

3. Source: Shingle Creek tributary to Rapid River

In the diversion system diagram provided by the examiner, the point of diversion under 78-07158 is the same for 78-07277 from the main stem of Shingle Creek. The USGS topo maps show no named water source as the north fork of Shingle Creek, only the South Fork. The north fork could be a local name.

Examiner: Sherl Chapman
Exam Date: May 31, 1988

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APR 23 1997

LICENSE REVIEW CHECKLIST

PERMIT NO. 78-07157

DATE 3/27/97

REVIEWER: SHARLA

NAME	Change <u>—</u>	OK <u>✓</u>	Address Change <u>NO</u>
SOURCE	<u>—</u>	<u>✓</u>	Is change/clarification of originally intended source? <u>—</u>
POINT OF DIV	<u>—</u>	<u>✓</u>	If not, prepare Notice of Intent to Void <u>—</u>
PLACE OF USE	<u>—</u>	<u>✓</u>	Amendment required <u>NO</u>

Does map agree with written description? ✓ yes — no

OVERLAPS — P/D — P/U

RATE OF DIV

Permitted Rate 4.44 cfs
 Fee limit — cfs
 Measured 4.96 cfs
 Theoretical — cfs

Certified examiner - no fee req'd

Recommended Total Div Rate 4.44 cfs

ANNUAL VOLUME/
NATURE OF USES —

Use ✓

Power

Volume Calculation

<u>—</u>	af
<u>—</u>	af
<u>—</u>	af
<u>—</u>	af
<u>—</u>	af
SUBTOTAL	<u>—</u> af

Flow rate 4.44 cfs X 365 days X 1.9835 = 3208.8 af

Total volume recommended — af
(SUBTOTAL or Flow Rate, whichever is less)

examiner calc.

REMARKS

W43 (4025.000, 9/30/2031)
or 8/1/2017 power
purchase contract

X 1.9835 - OK
3214.0 af

CONDITIONS — Watermaster Control WD# —

— GW Measurement/Measuring Device

— Overlap

— Use-specific conditions

925,027, R22

Advancement of Priority Date Required — yes ✓ no

SRBA Claim Filed ✓
 Adjustment Memo Term

1st Amend Letter NA
 2nd Amend Letter —

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

Should questions arise during
the processing of this applica-
tion please contact:

SHERL L. CHAPMAN
410 S. Orchard, Suite 144
Boise, ID 83705
344-6690

A. GENERAL INFORMATION

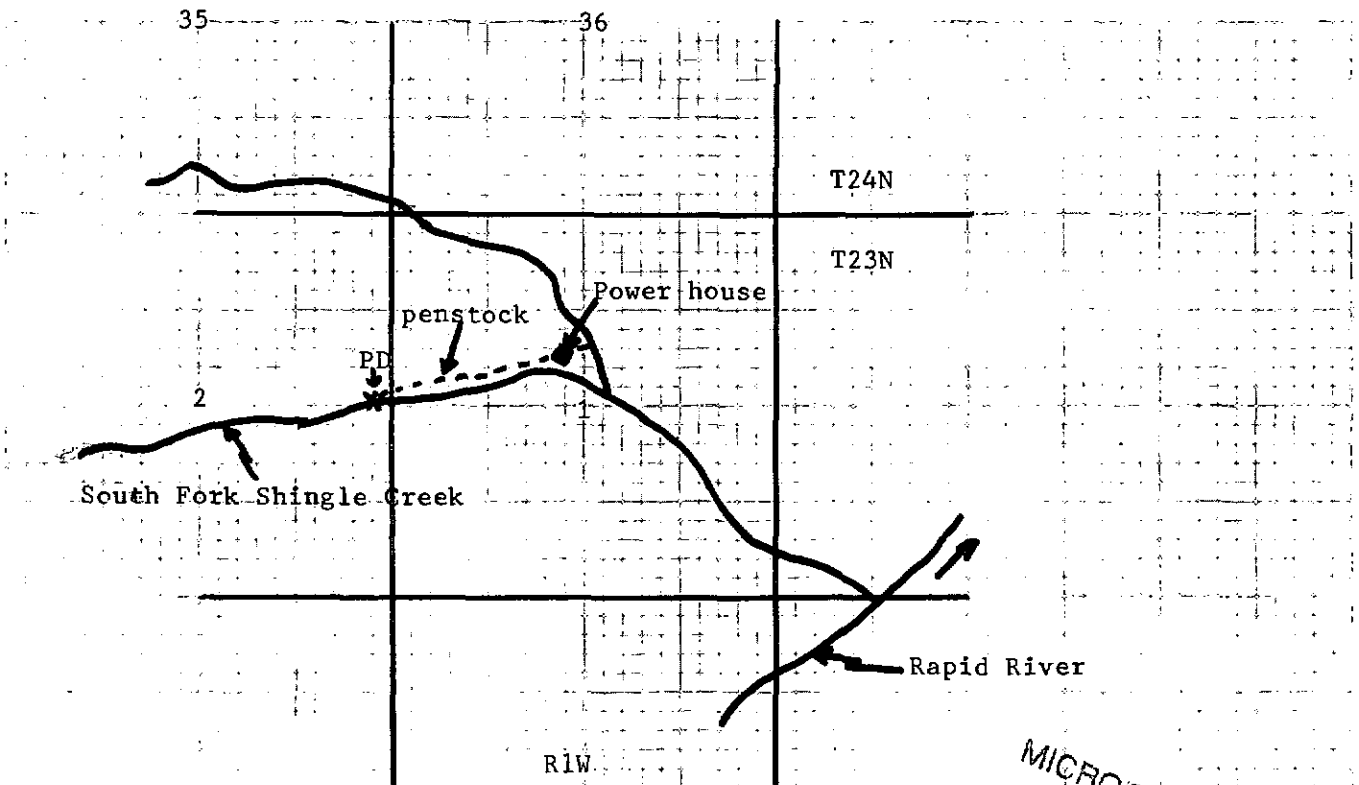
1. Owner: Willis D. DeVeney Permit No. 78-7157
Current Address: P.O. Box 239, Riggins, Idaho 83549 Phone No. 628-3462
2. Accompanied by: Willis DeVeney EXAM. DATE: 5/31/88
Address: same as above Phone No. 628-3462
Relationship to Permit Holder: Owner
3. Source: So. Fork Shingle Creek tributary to Rapid River

B. OVERLAP REVIEW

1. Other water rights with same place of use: 78-7158; 78-7277
☐ Copies Attached
2. Other water rights with same point of diversion: None
☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required). ☐ Aerial Photo Attached
(required for irrigation of 10 acres or more).
☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater).

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System Description (continued)

3. **Narrative:** Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)
 Water right is for hydropower. Penstock is 14" steel approximately 3000' long.
 Static head is about 335'. Water was entering concrete intake structure and
 generating power during exam. Water is discharged from the power house directly
 into Shingle Creek. Generating unit is a Pacemaker model #3344498001
 112 KW, 1825 RPM, 180 ampere.

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
South Fork	---	--	--	--	--

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

5. **Point(s) of Diversion:**

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
		SE	SE	NE	2	23N	1W	Idaho	Field/quad map

6. **Place(s) of Use:**

Indicate Method of Determination

Twp.	Rge.	Sec.	NE1/4				NW1/4				SW1/4				SE1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
23N	1W	1								X									

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Do not use this space

APR 23 1997

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Current Meter	AA	Sc. Inst.	AA	M11WW1	--	1985

2. Measurements:

4.96 cfs (2227 gpm)

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS N/A

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____

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

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

2. Volume Calculations for Other Uses:

$4.44 \times 1.9835 \times 365 = 3214 \text{ acre feet}$

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H. REMARKS AND OVERLAP REVIEW ANALYSIS

Permits 78-7158 and 78-7277 are for water to be delivered to the same power house but to a separate turbine.

Volume calculations are based on the requirement of the Idaho Power Company contract specifying a firm load-nondispatchable contract. Contract requires continuous delivery except for scheduled shutdowns for maintenance and accidents.

I. RECOMMENDATIONS

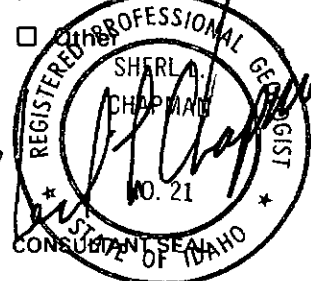
1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Hydropower	1/1	12/31	4.44	3214
Totals:			4.44	3214

2. Recommended Amendments

- ☐ Change P.D. as reflected above ☐ Add P.D. as reflected above
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above

☒ None



J. AUTHENTICATION

Field Examiner's Name Sherl L. Chapman
Signature *Sherl L. Chapman*
Certification Date 4/6/88
Field Report Preparation Date 7/7/88

K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

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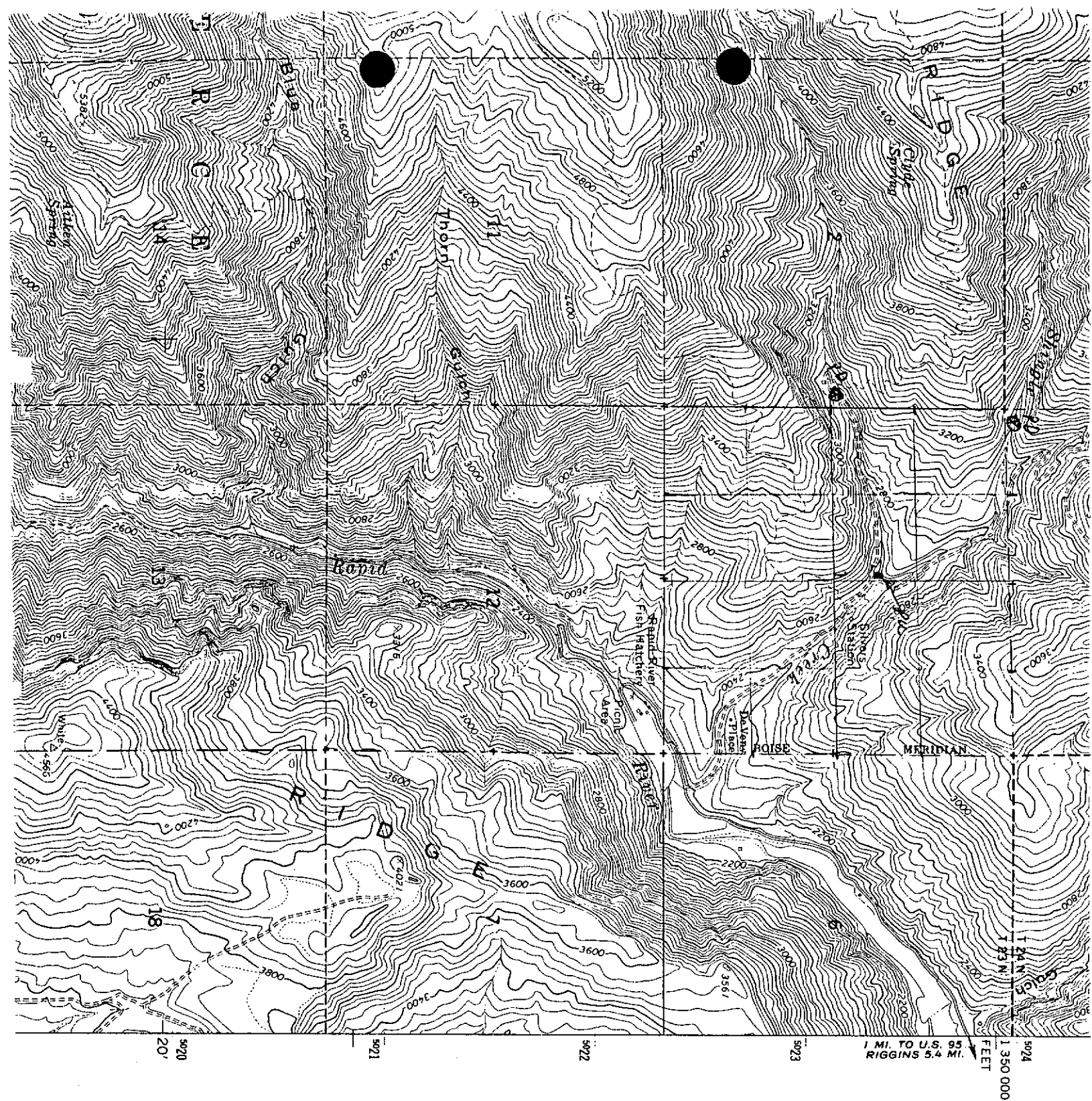
APR 23 1987

CURRENT MATR NOTES

DATE 5/31/88

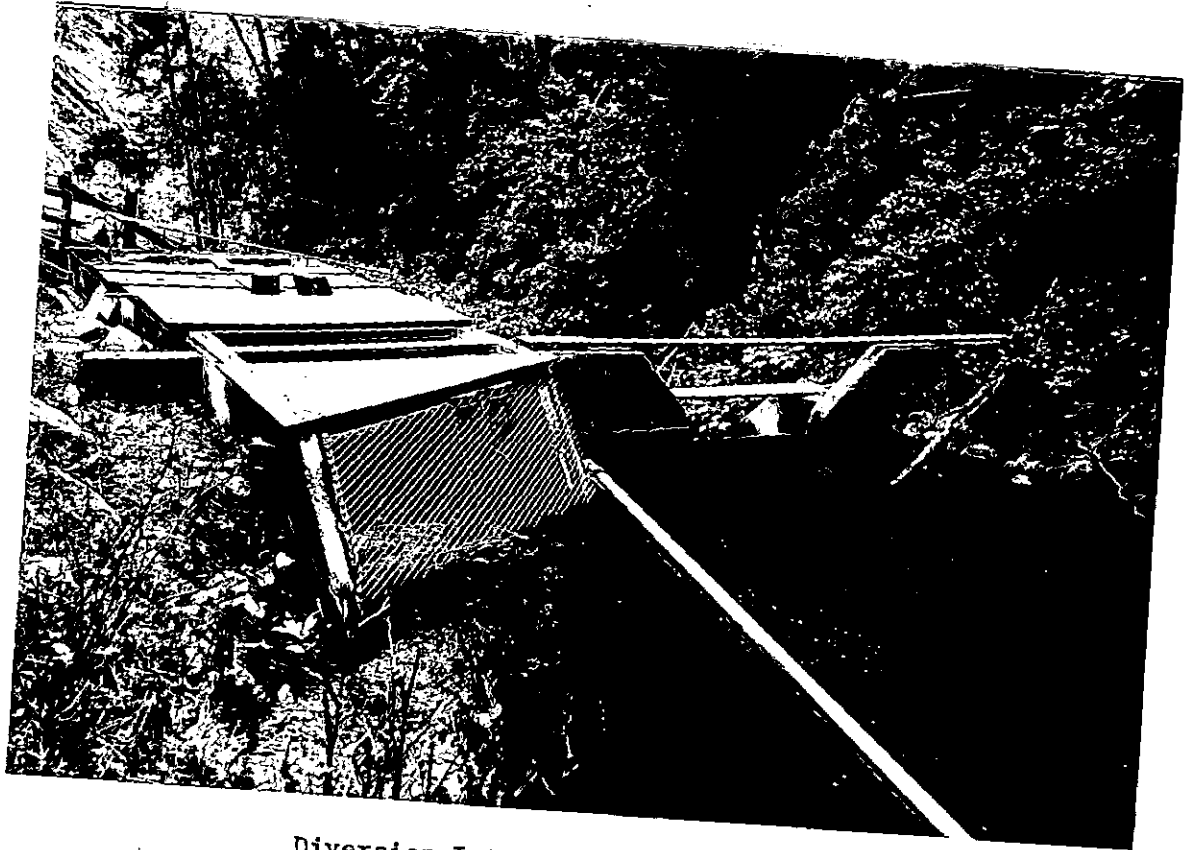
_GAGE

Ckd. by

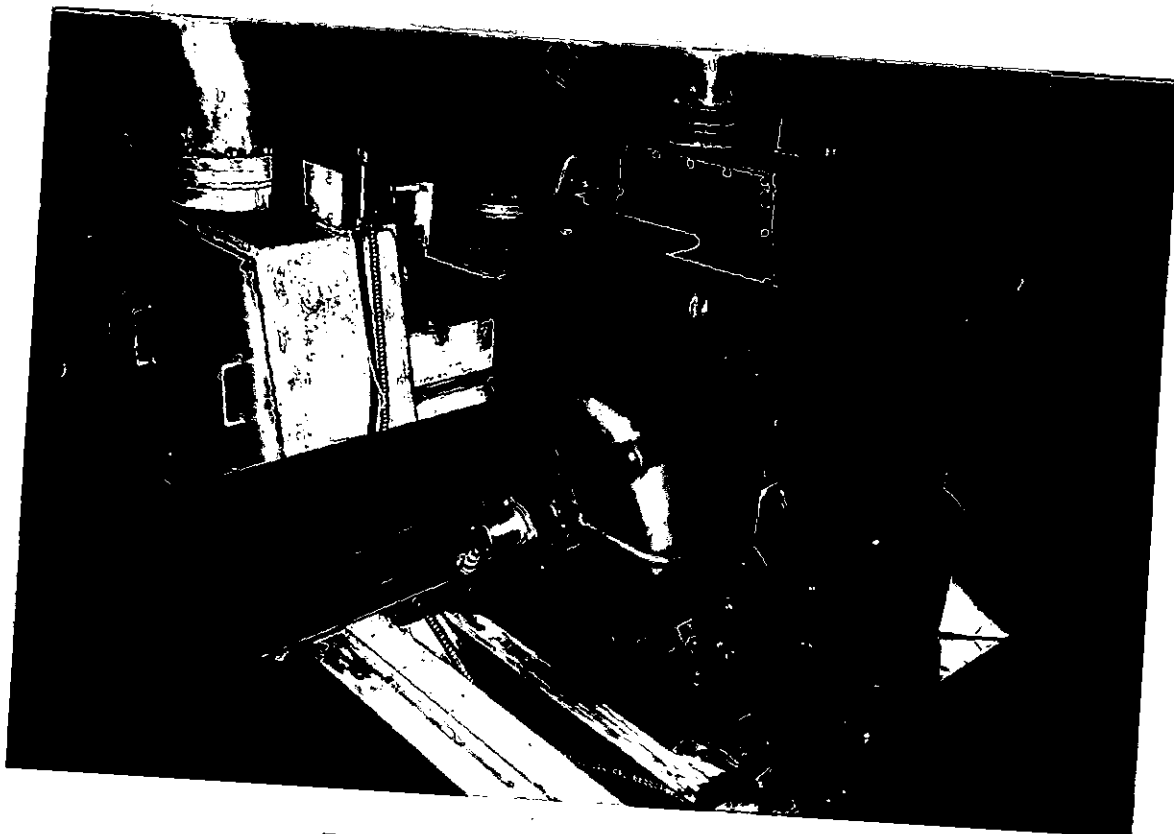


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APR 23 1957

Permit 78-7157



Diversion Into 14" Steel Penstock



Turbine for Power Generation

MICROFILMED

APR 23 1957

Sherl L. Chapman

CONSULTANT

410 S. ORCHARD / SUITE 144 / BOISE, IDAHO 83705 / PHONE 344-6690

RECEIVED
JUL 01 1987

Mr. A. Kenneth Dunn, Director
Idaho Department of Water Resources
Statehouse
Boise, Idaho 83720

Department of Water Resources

Dear Mr. Dunn:

I hereby verify that I have been retained to conduct the water
right examination for water right permit # 78-7157 in accordance
with the laws and regulations of the State of Idaho.

Sherl L. Chapman

Sherl L. Chapman

Dated: 6/9/87

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APR 23 1987

4/86

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EXAMINATION FEE INFORMATION

For Office Use Only
Fee Received _____
Date _____
Receipt # _____
Receipt by _____
Sent to S.O. _____

RECEIVED
JUL 01 1987

1. Permit No. 78-7157

ONE OF THE FOLLOWING BOXES SHOULD BE MARKED TO DESIGNATE YOUR CHOICE Department of Water Resources

☐ I choose to have the department make the field examination of this permit; attached is the examination fee. (If this box is marked, complete items 1 thru 8.)

2. Permit Holder: Willis DeVany

3. Post Office Address: Box 239 Riggs Id 83549
Telephone No. 628-3462

4. Source of Water: South Fork Shingle Creek

5. Extent of Use:

Domestic _____ (No. of households) Stockwater _____ (No. and type of stock)

Irrigation _____ (acres) Other/Remark hydropower

6. Total rate &/or volume for which proof is submitted 4.70 cfs _____ acre-feet

7. Show the date water was first diverted and beneficially used under this permit:

July 16, 1983

8. Person to contact to accompany the department representative during the field examination:

(Name)

(Address)

(Telephone Number)

☒ I choose to have the field examination conducted by a certified water right examiner. Attached is a statement from the certified examiner I have selected verifying that he has been retained to conduct the examination. (If this box is marked, complete items 1 thru 7.)

6/9/87
Date

Willis D. DeVany
Signature of Permit Holder (and title, if appropriate)

APR 23 1987



State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region

Cecil D. Andrus
Governor

2735 Airport Way
Boise, Idaho 83705
(208) 334-2190

78-7157
DE VENY, WILLIS D.
BOX 239
RIGGINS, ID 83549

138385

April 10, 1987

CERTIFIED MAIL

EXAMINATION FEE NOTICE

Dear Permit Holder:

Department records show that proof of beneficial use has been submitted for the above-referenced permit, but that a field examination has not yet been conducted to determine the extent of beneficial use of the water for licensing purposes.

House Bill 671 (effective April 4, 1986) enacted by the 1986 Idaho Legislature requires the payment of a fee before this department can conduct the field examination needed to issue a license confirming use of water under the permit. This letter is notification that the license examination fee is due within sixty (60) days of the date of this letter. The examination fee information sheet (enclosed) must be returned with the fee.

As an alternative to submitting the fee, the department will accept a field examination report completed by a certified water right examiner from the private sector. If you choose to have the examination done by a certified water right examiner, you need not submit the license examination fee to the department, but you must within sixty (60) days of the date of this letter return to the department, the examination fee information sheet showing appropriate information together with a statement from the certified examiner to verify that you have retained a certified examiner to conduct the field examination. If you choose this alternative, a completed field examination report must be submitted within one year of the date of this letter. You cannot later change your decision to use this alternative and submit the fee needed for the department to conduct the field examination, but you may change to another certified examiner.

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APR 23 1987

March 11/90 -

78-7157
78-7158
78-7277
Power Right

REQUEST FOR INTERCONNECTION
COGENERATOR OR SMALL POWER PRODUCER

1. Name of Power Producer Shingle Creek Project
2. Person to Contact Willis D. DeVeney phone (208)-628-3462
- Address Box 239
- City Riggins State Idaho Zip 83549
3. Design Engineer Electrical Mark Henwood Civil Willis D. DeVeney
- Address 1818 11th St. Suite 4 Box 239
- Sacramento, CA 95814 Riggins, ID 83549
- ph. (916)-447-3497 ph. (208)-628-3462
- City _____ State _____ Zip _____
4. Request for Interconnection of: Cogenerator/ ☐ /
Small Power Producer ☒ /
5. Location of Interconnection Site:
- General Location Eight miles southwest of Riggins, Idaho
- State Idaho Township 23N Range 1 W B.M.
- Section 1 Quarter northwest
- Specific Site Location Information: North and south Forks of Shingle
Creek, See attached Exhibit k-1, FERC No. 4025-1.
6. Source of Energy:
- Hydro XX
Wind
Geothermal
Biomass or Waste
Cogeneration Source
Other Renewal Energy Source
Other Energy Source
7. Available Energy:
- Capacity - Peak 1 at 93KW South * 1 at 111KW North kw
- Average south - 61.6 north - 81.7 kw
- Estimated Annual Output 1.23 million kw-Hr
- see attached power estimating sheet

*The South Fork generator may also be 111KW depending on economics of using 14" steel pipe instead of 12" PVC.

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APR 23 1997

8. Description of Energy Source:

Hydro Site Head South - 340
North - 430 Feet
 Flow Average South-2.9 North-3.0 CFS
 Minimum South -0.0 North -0.9 CFS
 Diversion Structure _____

Wind Mean Annual Wind Speed _____ $\bar{V}$ (MPH)
 Site Elevation _____
 Direction of Prevailing Wind _____
 Height of Anemometer _____
 Height of Hub _____

Feasibility Report Attached: Yes _____ No _____
 see attached power estimating sheet

Steam Steam/Rate _____

Fuel Type of Fuel _____

Storage Capacity _____

9. Type of Hydro Turbine Dual Jet Pelton Turbines

Steam Turbine _____

Internal Combustion Engine _____

10. Generation Facilities:

Synchronous Generator _____

Induction Generator 94 % maximum

D C Generator with Inverter _____

A. Generator Data:

Make Louis-Allis Model _____
 Serial No _____ Output Rating South - 93 KW **
North -111 KW ~~XXX~~
 Voltage Rating 460 V No of Phases 3 phase

B. Preliminary Turbine Generator Characteristics: *

Inertia of System _____

Synchronous Reactance _____

Transient Reactance _____

Subtransient Reactance _____

Short Circuit Ratio _____

* Not available now

**May be 111 KW

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APR 23 1967

C. Reactive Capacity:

Voltage Control Range _____ Power Factor Range Full Load .88

Static Var Capacity _____ KVAR

D. Impedance Grounding:

Ground Resistor Size 2.0 Ohms

E. Step-Transformer Data:

KVA 250

Impedance Idaho Power Installed

Positive Sequence Impedance _____

Zero Sequence Impedance _____

Winding Connections _____

11. Protection Equipment Design:

A. For Full Load Rejection automatic deflectors

B. For Protection of Other Customers and per power contract Appendix D
Idaho Power Company System requirements

C. For Generator impedance grounding and overcurrent relays

(Please attach a separate sheet for detail)

Separate Sheet Attached Sent Yes _____ No _____
March 24, 1982

12. List of Federal, State, and Local License or Permits, and Interest(s) in Lands or Water Required for Project:

FERC license or exemption, water quality certification, Corps of Engineers
Section 404 permit, State of Idaho water right, Stream Channel Alteration Permit.

13. List Federal, State, and Local License or Permit, and Insurance Amount and Coverage (Applied for or Received):

FERC License No. 4025 received. Water Quality Certification received. Corps
of Engineers Section 404 permit received. State of Idaho water right received.
Stream Channel Alteration Permit not required. Contacts for insurance have
been made with Campbell Insurance, Boise and Byron L. Turner Agency, Salt Lake
for \$1,000,000 liability etc. as required in Power Sales Agreement.

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APR 23 1987

14. Estimated In-Service Date of Generator	August	1982	South Fork
	Sept.	1982	North Fork
	Month		Year

15. Other pertinent data

Requested By:

Willie D. Williams
Signature

8 April 1982

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APR 23 1987

SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

BOX 70 • BOISE, IDAHO 83707

March 18, 1986

Mr and Mrs Willis Deveny
P O Box 239
Riggins, ID 83459.

RE: Shingle Creek:

Dear Mr and Mrs Deveny:

As you know, your Firm Energy Sales Agreement with Idaho Power was one of the first signed in the Cogeneration/Small Power Production Program. Your contract together with all others signed prior to early 1984 contain within the Appendix B a statement to the effect that....."an adjustment will be made to the meter readings to compensate for energy losses...."

At the time all the equipment was originally installed at your site, internal adjustments were made to the output meter to compensate for the 1.63% loss figure which had previously been calculated specifically for your project. The effect of this mechanical adjustment has since been that the meter has read only net generation with the losses not included in the monthly readings which you have made and sent to Idaho Power for payment.

Since early 1984, the 30 plus contracts which have been signed with other projects such as yours, have not incorporated this original provision for internal adjustment of the output meter but rather have had a separate paragraph added to the Appendix B of their contract which states that "Losses shall be _____% of the metered energy." As was originally done for your project, this percentage continued to be calculated specifically for each project and the only difference since the change has been that the project output meter has read Gross Generation and the accounting for losses has been made during the payment process through an accounting adjustment, reducing the project gross generation by an amount equal to the calculated loss percentage.

Idaho Power would very much like to standardize the loss calculation and payment procedure for all CSPP projects by converting the few "original" projects to the new system. For your project, this involves only changing the project output meter to read gross output (instead of net) and making the accounting adjustment mentioned in the previous paragraph. I would like to emphasize that you will not see any difference in the payment made to you.

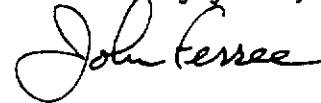
If you concur in the above, please indicate your acceptance by executing the space provided below and returning the executed copy to me. You will be contacted by division personnel prior to the change.

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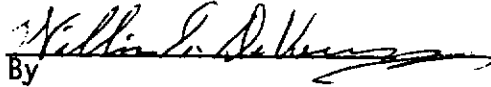
APR 23 1987

If you have any questions concerning any of the above, please don't hesitate to give me a call.

Sincerely yours,



John Ferree
Administrator
Customer Generation


By

Its

JF:jg

cc: R L Canderan
M L Mericle
B L Kline
H F Wright

MICROFILMED

APR 23 1957

Facility No 11415009
Project Name: Shingle Creek

AMENDMENT NO 1

TO
POWER SALES AGREEMENT
BETWEEN

IDAHO POWER COMPANY
AND
WILLIS AND BETTY DeVENY

THIS AMENDMENT, Entered into as of this ^{February}~~January~~ 15th day of ~~January~~, 1985, between WILLIS AND BETTY DeVENY, husband and wife, hereinafter referred to as "Seller", and IDAHO POWER COMPANY, a corporation, hereinafter referred to as "Idaho".

WHEREAS, Seller and Idaho as of the 19th day of August, 1982, entered into a Power Sales Agreement ("Agreement") which provided for the sale by Seller and purchase by Idaho of electrical capacity and energy from a small power production facility known as the Shingle Creek Project, Idaho Power Facility No 11415009, to be constructed, owned, operated and maintained by Seller; and

WHEREAS, Seller intends to add an additional generating unit to the Shingle Creek Project; and

WHEREAS, in Case No U-1006-200, the Idaho Public Utilities Commission ("Commission") established the rates which would be applicable to the second unit, and those rates are substantially different from those which are contained in the Agreement; and

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APR 23 1997

WHEREAS, the parties now desire to amend the Agreement to reflect the rates which will be applicable to the total project output for the balance of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Beginning with the payment for energy and capacity deliveries during the month of October, 1984, through the remaining term of the Agreement, Idaho will pay Seller, in full satisfaction of all payment obligations of Idaho for energy and capacity delivered to Idaho from the Shingle Creek Project at the following rates:

	(Dec-Feb)	(Mar-May)	(Jun-Aug)	(Sep-Nov)
Fixed	58.74	45.38	58.74	45.38
Variable	14.24	12.70	14.24	12.70
TOTAL	72.98mills/kwh	58.08mills/kwh	72.98mills/kwh	58.08mills/kwh

~~The fixed portion of the total rate will remain constant during the 33-year remaining term of the Agreement.~~ The variable portion of the rate will be subject to adjustment pursuant to Order of the Commission at such time as Idaho's retail rates are revised by Commission order. The revision procedure for the variable energy payment is described in Commission order 18190 issued in the U-1006-200 case.

Sellers recognize that they will no longer receive a separate payment for energy and capacity, and the full project output will be purchased on a mills per KWH basis calculated on metered energy deliveries.

2. Except as modified by this Amendment No 1, all other parts of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement as of the day and year herein written.

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APR 23 1987

IDAHO POWER COMPANY

By *D E Barclay*
D E Barclay
Vice President

Willis D. DeVeny
Willis DeVeny

Betty D. DeVeny
Betty DeVeny

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APR 23 1997

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, entered into this 25th day of Oct, 1983, by and between Idaho Power Company (hereinafter "Idaho"), and Willis and Betty DeVeney, husband and wife (hereinafter referred to as "Seller").

W I T N E S S E T H:

WHEREAS, Idaho and Seller entered into a Power Sales Agreement August 25, 1982; and

WHEREAS, Seller and Idaho wish to change the Contract Capacity as specified in the above referenced Agreement;

NOW THEREFORE, in consideration of the above premises and the terms and conditions set forth, the parties agree as follows:

1. New Contract Capacity. In the above referenced Power Sales Agreement, Seller selected Option 3 under Article III, and in so doing estimated that Seller could deliver energy in an amount of 528,737 kilowatt-hours per year. Sellers further estimated the Contract Capacity of their facility to be 80 kilowatts. The parties hereby agree that those amounts shall be amended whereby Seller agrees to provide energy in an amount estimated to be 459,900 kilowatt-hours per year and Contract Capacity estimated to be 70 kilowatts.

2. Other Terms and Conditions. The parties to this Amendment Agreement hereby agree that all other terms and conditions of the above referenced Power Sales Agreement shall remain in full force and effect and that this Amendment Agreement in no way restricts the future ability of Seller to seek a Capacity Sales increase under Appendix A of the Agreement.

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APR 23 1997

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
No 1 as of the day and year herein written.

IDAHO POWER COMPANY

By *D E Barclay*
D E Barclay
Vice President

By *Willis DeVeny*
Willis DeVeny

By *Betty H DeVeny*
Betty DeVeny

STATE OF IDAHO)
) ss
County of Ada)

On this 3rd day of October, 1983, before me, the undersigned, a Notary Public, personally appeared DONALD E BARCLAY, personally known, who being duly sworn, did say that he is the Vice President - Planning & Resources of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

(NOTARIAL SEAL)

Julie A. Ryan
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss
County of Idaho)

On this 25th day of October, 1983, before me, the undersigned, a Notary Public, personally appeared Willis and Betty DeVeney personally known, who being duly sworn, did say that they are the parties who executed the within instrument, and acknowledged to me that they executed the same as a free act and deed.

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

(NOTARIAL SEAL)

Dickie S. Heath
Notary Public for Idaho
Residing at: Riggins

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APR 23 1987

SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

BOX 70 • BOISE, IDAHO 83707

August 10, 1982

Facility No: 11415009

Project Name: Shingle Creek

Mr Willis DeVeny
Box 239
Riggins, Idaho 83549

Re: Clarification of Procedures for
Increasing Contract Capacity

Dear Mr DeVeny:

Contemporaneous with this letter, Idaho Power Company ("Idaho"), and Willis and Betty DeVeny ("Seller"), hereinafter referred to as the "Parties", are entering into a Power Sales Agreement ("Agreement"). The purpose of this letter is to clarify the procedures by which Seller can subsequently increase the Contract Capacity specified on page 5, Article III, Section (A) in the Agreement.

A-1(C)(3) of Appendix A to the Agreement provides in part that "The Contract Capacity may be adjusted in the event there is a change in any of the factors used in calculating the Facility's long-term average energy production...". The Contract Capacity presently specified in the Agreement is 80 kw. Seller has informed Idaho that this Contract Capacity is based on a single generating unit in the powerhouse. Seller has further informed Idaho that within approximately one month of the installation of this first unit, Seller intends to add a second unit. When such second unit has been added and Idaho has had an opportunity to take such steps as it deems necessary to verify the ability of the second unit to provide the increased Capacity, then the Contract Capacity under the Agreement will be increased prospectively.

Seller understands that the price to be paid for the additional Contract Capacity will be the avoided capacity cost in effect at the time the Contract Capacity is increased and will be limited to the years remaining on the term of the Agreement. The annual capacity payment for the second unit will be prorated based on the Operation Date of the second unit and the number of months remaining in the contract year.

If you have any questions about any of the foregoing, please don't hesitate to contact me.

Very truly yours,

D E Barclay
Vice President -
Planning and Resources
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DEB/BLK: jar

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SNAKE RIVER



HYDRO POWER

D. E. BARCLAY
VICE PRESIDENT

IDAHO POWER COMPANY

BOX 70 • BOISE, IDAHO 83707

June 25, 1982

Mr and Mrs Willis DeVeney
P O Box 239
Riggins, ID 83549

Re: Future Modifications to Power Sales Contract
between Willis and Betty DeVeney

Dear Mr and Mrs DeVeney:

Concurrent with this letter, Idaho Power Company and yourselves are executing a Power Sales Agreement pursuant to the requirements of Idaho Public Utilities Commission (Commission) Order Nos 15746, 16025 and 16739. I want to take this opportunity to remind you that if, in the future, circumstances arise that require either party to seek an interpretation or modification of the Contract terms and conditions, or if the Commission, on its own initiative, chooses to modify the Contract terms and conditions, Article XV, Section (C) of the Contract provides that the Commission has the authority to make such changes. By executing the Power Sales Agreement, you are recognizing the Commission's authority to make changes to the Contract, including changes to the prices to be paid for energy or energy and capacity under the Contract, and are agreeing that these changes will be binding upon you. For verification purposes, I would request that you acknowledge receipt of this letter by signing in the space provided below.

Very truly yours,

D E Barclay
Vice President
Planning and Resources

DEB/BLK:jar

I, Willis DeVeney, on behalf of Willis
and Betty DeVeney, acknowledge receipt of a copy
of this letter, this 28th day of June, 1982.

Signature

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POWER SALES AGREEMENT

BETWEEN

WILLIS AND BETTY DeVENY

AND

IDAHO POWER COMPANY

THIS AGREEMENT, Entered into on this 19th day of August, 1982, is between Willis and Betty DeVenY a husband and wife, hereinafter referred to as "Seller", and Idaho Power Company, a corporation, hereinafter referred to as "Idaho".

W I T N E S S E T H:

WHEREAS, Seller owns or will own and operate a Cogeneration Facility or Small Power Production Facility with generating capacity of not more than 10,000 kilowatts; and

WHEREAS, Seller wishes to sell, and Idaho wishes to purchase, electric power from the 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 and schedules attached hereto, the following terms shall have the following meanings:

"Capacity" - The ability of the facility to deliver electric power, expressed in kilowatts ("kw"), to the point of delivery.

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"Contract Capacity" - That Capacity identified in Article III of this Agreement except as otherwise changed as provided herein.

"Contract Capacity Price" - The price in \$/kw-year set forth in Article IV(B) of this Agreement.

"Contract Termination" - The early termination of this Agreement.

"Current Capacity Cost" - The \$/kw-year Capacity cost from the most recent schedule of Capacity costs being published by Idaho and on file with the Idaho Public Utilities Commission.

"Capacity Sale Reduction" - A reduction in the amount of Capacity provided or to be provided under this Agreement.

"Designated Dispatch Facility" - Idaho's local dispatching center. For purposes of this Agreement, the Western Division Dispatch Center located in Payette, Idaho, is the Designated Dispatch Facility for the Seller.

"Disconnection Equipment" - Any device or combination of devices located between the Facility and Idaho's system by which Idaho can manually and 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.

"Dispatchable" - That condition of the Facility whereby, through engineering design, installed equipment, and operating conditions and procedures, the Facility may be called upon by Idaho to provide the Contract Capacity at any time other than periods of Scheduled Maintenance or Forced Outage.

"Facility" - That generation facility described in Article III of this Agreement.

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"Forced Outage" - Any outage caused by mechanical or electrical equipment failure that either fully or partially curtails the electrical output of the Facility.

"Firm Energy" - Electric energy, expressed in kilowatt hours ("kwh"), guaranteed to be delivered by Seller to Idaho in the quantities and at the times specified in the Agreement.

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

"Non-Firm Energy" - Electric energy, expressed in kwh, to be delivered by Seller to Idaho on a when, as, and if available basis.

"Points of Delivery" - The location(s) specified in Appendix B, where Idaho's and Seller's electrical facilities are interconnected. Upon mutual agreement more than one Point of Delivery may be established.

"Operation Date" - The day commencing at 0001 hours, following the day during which all features and equipment of the Facility and the Interconnection Facilities have reached a degree of completion and reliability, such that they are capable of operating simultaneously to deliver power continuously into Idaho's system; provided that the Operation Date may occur only after such degree of completion and reliability has been demonstrated to Idaho's satisfaction which must be confirmed by Idaho in writing. Seller shall have the duty to obtain the confirmation from Idaho; however, such confirmation shall not be unreasonably withheld by Idaho.

"Prudent Electrical Practices" - 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.

"Scheduled Maintenance" - The periods of time during which the Facility is shut down for routine maintenance operations with the advance approval of Idaho, as provided in Article VI(J) hereof.

"Special Facilities" - Interconnection Facilities furnished and owned by Idaho at Seller's request or because such facilities are necessary additions and/or modifications to Idaho's system, including equipment required to protect Idaho's system.

"System Avoided Energy Cost" - The incremental variable cost of electric energy on Idaho's system. Variable costs include fuel costs and operating and maintenance costs which vary with output of thermal plants, firm power purchases and spot market purchases.

"Unit Avoided Energy Cost" - The sum of the variable costs associated with the specific generating unit or project designated by the Idaho Public Utilities Commission as the basis for the determination of avoided Capacity cost. Variable costs include fuel costs and operation and maintenance expenses which vary with the designated unit's or project's generation.

ARTICLE II: 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) years from the Operation Date, ending on or before August 1, 2017 .

Sales agreement

ARTICLE III: SALE OF POWER

(A) Seller agrees to deliver and sell and Idaho agrees to accept and purchase the energy or energy and Capacity from Seller's Facility, in accordance with Appendix A and the Option specified below: (Seller to initial Option 1, 2, 3 or 4).

 Option 1 - Non-Firm Energy - estimated avoided energy cost;

 Option 2 - Non-Firm Energy - Avoided energy cost at time of delivery;

X Option 3 - Firm Energy and non-Dispatchable resource Capacity;

 Option 4 - Firm Energy and Dispatchable resource Capacity.

By selecting Option 3, Seller agrees to provide energy in an amount estimated to be 528,737 kilowatt-hours per year. If Seller elects under Option 3 or 4 to supply Capacity, the Contract Capacity shall be 80 kilowatts.

(B) Seller's Facility is described as: Make later, Model Serial No later, fuel or energy source hydro, having a nameplate output rating of 110 kw (kva), and 480 volts, 3 phase, 60 hertz.

(C) Seller's Facility is located on Shingle Creek near Riggins, Idaho, and the scheduled Operation Date of the Facility is August 1, 1982.

ARTICLE IV: PURCHASE PRICE AND METHOD OF PAYMENT

(A) Energy. Idaho shall pay Seller monthly for energy delivered and accepted at the Avoided Energy Cost rate specified in Appendix "A" for the Option selected.

(B) Capacity. If Seller elects to supply Capacity, Seller shall be paid for Capacity made available to Idaho in accordance with Appendix A for the

Option selected. The applicable Contract Capacity Price for purposes of computing Capacity payments is \$290 per kilowatt-year, except as may be adjusted as provided in Appendix A or Appendix C. The Contract Capacity Price is derived from Table 2, Appendix A. Idaho's obligation to pay Seller for Capacity furnished to Idaho shall commence as of the Operation Date.

Payments for the Capacity provided in the contract year will be made in twelve (12) equal monthly amounts based on the Contract Capacity Price set forth in this Agreement multiplied by the Contract Capacity.

ARTICLE V: FACILITY, INTERCONNECTION AND
METERING REQUIREMENTS

(A) Seller shall design, construct, install, own, operate and maintain the Facility. Seller agrees to meet reasonable Idaho requirements for those portions of the Seller's Facility and equipment generating or transmitting electrical power and for any other equipment which directly affects Idaho's system. To aid in determination of compliance with Idaho's requirements, Seller shall submit a description of the equipment to be installed and the performance data associated with that equipment to Idaho for review. Seller shall not be interconnected with Idaho's system unless Seller receives Idaho's written acceptance of the equipment. All changes, including new or additional equipment, shall similarly be subject to Idaho's acceptance. Idaho's acceptance of Seller's equipment shall not be construed as confirming or endorsing the design, or as a warranty of safety, durability, or reliability of the Facility. Idaho shall not, by reason of any review, acceptance, or failure to review, be responsible for the Facility, including but not limited

to the strength, details of design, adequacy or Capacity thereof, nor shall Idaho's acceptance be deemed to be an endorsement of any Facility.

(B) Except as otherwise provided herein, Seller shall construct, install, own and maintain Interconnection Facilities as required for Idaho to receive energy or energy and Capacity from Seller's Facility. Seller will pay all costs of interconnecting the Seller's Facility with Idaho. Seller's Interconnection Facilities shall be of a size to accomodate the delivery of the energy or energy and capacity designated in Paragraphs III(A) and VI(E) of this Agreement. At Seller's request, Idaho will provide, install, own and maintain the Interconnection Facilities as Special Facilities. If Seller requests Idaho to provide Special Facilities or if Idaho determines that it is necessary to install Special Facilities, including Disconnection Equipment, Seller shall pay all costs, including ownership, operation and maintenance costs, relating to those Special Facilities. The costs and payment requirements associated with the Special Facilities will be set out in Appendix B--Special Facilities and Point(s) of Delivery and Metering".

(C) Idaho will provide, install, own, operate and maintain all Disconnection Equipment as Special Facilities. 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 Utility Practices. Except as otherwise required by Prudent Utility Practices, Disconnection Equipment will be designed so that the closure of any breaker or other disconnecting device which connects the Facility to deliver power 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 its disconnecting 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.

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 a hard-wire circuit between the Facility and the Designated Dispatch Facility may be specified by Idaho when, in Idaho's judgment, such equipment is required by Prudent Utility 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 and Seller will pay the costs in accordance with (B) above.

IF SELLER ATTEMPTS TO MODIFY, ADJUST OR OTHERWISE INTERFERE WITH THE DISCONNECTION EQUIPMENT OR ITS ENCLOSURE, IDAHO WILL IMMEDIATELY INITIATE LEGAL ACTION.

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(D) Idaho shall provide, install and maintain meters to be located at a mutually agreed upon location to record and measure power flows to Idaho. If required by Idaho, metering will also include measurement of kilovar-hours and secondary meters at locations within Seller's Facility, agreed to by both parties. All meter equipment, installation ownership and administration costs, therefore shall be borne by Seller, including costs incurred by Idaho for inspecting and testing such equipment at Idaho's actual cost of providing this equipment and services. Appendix D--"Standards for Interconnection and Metering" describes the metering configurations Idaho will utilize.

(E) Except as otherwise agreed by the parties, metering will be provided for recording net output of the Facility and will be separate from metering of Seller's load. Idaho's sales to Seller shall continue to be metered in accordance with the terms of the service agreement, if any, existing between the parties, and/or otherwise in accordance with tariffs filed and approved by the regulatory authority having jurisdiction.

(F) The point of metering for energy or energy and Capacity to Idaho's system shall be at the location described in Appendix B.

(G) 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.

Idaho shall, at Seller's expense, inspect and test all meters upon their installation and at least once every two years thereafter. If requested to do so by Seller, Idaho shall inspect or test a meter more frequently than every two years, but the expense of such inspection or test shall be paid by Seller unless upon being inspected or tested the meter is found to register inaccurately by more than two percent of full scale. Each Party shall give

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reasonable notice of the time when any inspection or test shall take place to the other Party, and that 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 shall be made correcting all measurements made by the inaccurate meter for:

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 shall be made correcting all measurements made by the inaccurate meter for:

- (1) the actual period during which inaccurate measurements were made, if the period can be determined, or if not
- (2) the period immediately preceding the test of the meter equal to one-half the time from the date of the last previous test of the meter; provided, that the period covered by the correction shall not exceed six months.

Each Party, after reasonable notice to the other Party, shall have the right of access to all metering and related records.

VI: OPERATION, PROTECTION AND MAINTENANCE

(A) Seller shall operate and maintain the Facility and Seller furnished Interconnection Facilities in accordance with Appendix D--Standards for

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Interconnection and Metering, Prudent Electrical Practices, the National Electric Safety Code as modified from time to time, and any other applicable local, State and Federal codes. If, in the opinion of Idaho, Seller's operation of the Facility or Interconnection Facilities is unsafe or may otherwise adversely affect Idaho's equipment or personnel, or those of other Sellers or Idaho's other customers, Idaho may physically interrupt the flow of energy from the Facility or take such other steps as Idaho deems appropriate.

(B) Seller shall provide and maintain adequate protective equipment sufficient to prevent damage to the Facility.

(C) 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(s) 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.

~~(D) Seller agrees that in the event of and during a period of a shortage of energy or energy and Capacity on Idaho's system as declared by Idaho in its sole 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 energy or energy and Capacity, and shall, if necessary, delay any scheduled shutdown of the Facility.]~~

(E) Seller shall limit both kilowatt and reactive kilovolt-ampere flows through the Point of Delivery ~~so that the vector sum of such flows shall not at any one time exceed not applicable kilovolt amperes.~~ Additionally, Seller shall maintain a power factor at the Point of Delivery of not less than ninety-five percent (95%) lagging. In the event that Seller shall fail to

limit real and reactive flows or to maintain the required power factor as herein provided, Idaho may, in addition to any other remedy available at law or in equity, require the Seller to compensate Idaho for vars supplied by Idaho, install adequate capacitors or, if required for safety or system stability, physically interrupt all service and interconnections without prior notice and without liability therefor.

(F) Seller shall report monthly to the Designated Dispatch Facility the times, by hour and minute, of opening and closing by Seller of the generator breaker and the corresponding kwh meter reading at the time of opening as well as closing the breaker.

Idaho and Seller shall maintain appropriate operating communications through Idaho's Designated Dispatch Facility. These communications are described in Appendix D.

(G) Idaho shall not be obligated to accept, and Idaho may require Seller to curtail, interrupt or reduce deliveries of energy or energy and Capacity if Idaho determines that curtailment, interruption or reduction is necessary because of line construction or maintenance requirements, emergencies, operating conditions on its system, or as otherwise required by Prudent Electrical Practices.

Except in the event of force majeure, if Idaho requires, pursuant to this provision, a curtailment, interruption or reduction of energy deliveries that exceeds twenty days from the twenty-first day of such interruption, curtailment or reduction until Idaho notifies Seller that it is ready to accept full energy deliveries, Seller will be deemed, for purposes of determining the monthly energy payment, to be delivering energy at the same average rate as

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Seller was delivering energy for the 30-day period immediately preceding the curtailment, interruption or reduction.

(H) In the event Idaho is required by the Idaho Public Utilities Commission to institute curtailment of energy deliveries to its customers, Idaho may require 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 facilities for generating electricity.

~~(I) If Seller elects to deliver energy and Capacity, Seller may shut down the Facility for Scheduled Maintenance of a total period not to exceed thirty (30) days during each contract year.~~ Seller shall submit its proposed maintenance scheduled for each calendar year by the preceding February 1, and Idaho shall inform Seller to the acceptability or unacceptability of the proposed date(s). To the extent reasonably possible, Seller will attempt to perform its scheduled maintenance during Idaho's off-peak months (March, April, October and November). Seller and Idaho will coordinate, insofar as possible, Seller's periods of Scheduled Maintenance with any line construction or maintenance by Idaho that would require a curtailment, interruption or reduction of deliveries of energy under Paragraph (G).

ARTICLE VII: LIABILITY AND INSURANCE

(A) Each Party shall 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

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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.

(B) Prior to interconnection of Seller's Facility with Idaho's system, Seller shall secure and continuously carry insurance coverage, or its equivalent, as indicated below:

LIABILITY: The coverage provided must include or be equivalent to comprehensive liability insurance policies for both bodily injury and property damage liability in the following amounts:

- (a) For Facilities up to 5,000 kilowatts, \$1,000,000 combined single limit.
- (b) For Facilities 5,000 kilowatts and larger, \$5,000,000 combined single limit.

Such insurance shall include an endorsement naming Idaho as an additional insured insofar as work performed under this Agreement is concerned; a provision that such liability policies shall not be cancelled or their limits of liability reduced without thirty (30) days' written notice to Idaho. Seller shall furnish Idaho, prior to commencing performance hereof, but not less than thirty (30) days before the scheduled Operation Date, certificates of insurance, together with the endorsements required therein. Idaho shall have the right to inspect the original policies of such insurance.

(C) Seller agrees to obtain insurance acceptable to Idaho covering property damage or destruction of the Facility and Seller-owned Interconnection Facilities (insured property) in an amount not less than the cost of replacement of the insured property. Idaho shall be a named loss payee on all such

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insurance policies. Seller shall promptly notify Idaho of any loss or damage to the insured property. Idaho may make proof of loss if Seller fails to do so within fifteen (15) days of the casualty. Unless the parties agree otherwise, Seller shall repair or replace the insured property. Proceeds from said casualty insurance policies shall be paid into an escrow account with disbursements from that account to be used solely for repairing or replacing the insured property. In the event the parties agree the insured property cannot be economically repaired or replaced, Seller shall pay, to Idaho, from said escrow account, the amount owing under the refund obligation of Seller to Idaho as set forth in the terms and conditions of Appendix C. The balance in the escrow account, in the event the insured property is not repaired or replaced, shall become the property of the Seller.

ARTICLE VIII: LAND RIGHTS

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 and other facilities necessary or useful to this Agreement, including adequate and continuing access rights on property of Seller. Seller agrees to execute such other grants, deeds or documents as Idaho may require to enable it to record such rights-of-way and easements. If any part of the Interconnection Facilities must be installed on property owned by other than Idaho or Seller, Seller shall, if Idaho is unable to do so without cost to Idaho, procure from the owners thereof all necessary permanent rights-of-way and easements for the construction, operation, maintenance, and replacement of the Interconnection Facilities upon such property in a form

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satisfactory to Idaho. At Seller's request, Idaho shall, to the extent it is legally able, acquire such rights-of-way at Seller's cost.

ARTICLE IX: FORCE MAJEURE

As used in this Agreement, "Force Majeure" means unforeseeable causes beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure, and specifically excludes strikes, walkouts, lockouts or other labor disputes in which Idaho or Seller or their respective employees participate. If either party is rendered wholly or in part unable to perform its obligations under this Agreement because of Force Majeure, both parties shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

(A) The non-performing party shall, as soon as is reasonably possible after the occurrence of the Force Majeure, give the other party written notice describing the particulars of the occurrence;

(B) The suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure;

(C) No obligations of either party which arose before the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and

(D) The non-performing party shall use its best efforts to remedy its inability to perform. This subparagraph shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the

party having the difficulty; provided that, in the event of a strike affecting Seller's Facility, Seller shall use its best efforts to operate the Facility with management personnel.

ARTICLE X: 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 XI: 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 XII: 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

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connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XIII: CHOICE OF LAWS

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

ARTICLE XIV: GOVERNMENTAL JURISDICTION AND AUTHORIZATION

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party or this Agreement. This Agreement shall not become effective until all required governmental authorizations and permits are first obtained and copies thereof are submitted to Idaho; provided that this Agreement shall not become effective unless it, and all provisions thereof, are authorized and permitted by such governmental agencies without change or condition.

If after this Agreement becomes effective any governmental agency having jurisdiction over the Seller requires any change in this Agreement, or imposes any condition or obligation on the Seller for which Seller can show good cause that the condition or obligation renders this Agreement unreasonably burdensome, the Seller may terminate this Agreement.

ARTICLE XV: DISPUTES

The Parties hereto recognize and agree that:

(A) The Public Utilities Regulatory Policies Act of 1978 (PURPA) conferred on the Idaho Public Utilities Commission (Commission) the obligation

and authority to require Idaho to purchase energy or energy in capacity from qualifying cogeneration and small power production Facilities; and

(B) Pursuant to that authority and to promote uniformity among the various electric companies within its jurisdiction, the Commission conducted investigations and held hearings regarding cogeneration - small power production. Based on those hearings, the Commission issued Orders No 15746 and 16026, which Orders, in addition to establishing the rates to paid Seller for energy or energy and Capacity, specified the form and terms and conditions of standard contracts, including this Agreement and required Idaho to offer this Agreement to Seller and any other owners or owners and operators of qualifying cogeneration - small power production Facilities.

(C) In light of these facts, the Parties agree that if the Commission determines that any term or conditions of this Agreement or the standard contracts it has required Idaho to offer to Seller and others is contrary to the public interest, the Commission may modify those terms or conditions and such modifications will be binding on the Parties.

It is further understood and agreed that this Article XV, is not to be construed as permitting Idaho to inquire into the operation of Seller's Facility or other business, and not to attempt to bring Seller under the Commission's regulation.

ARTICLE XVI: 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. 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.

XVII: MODIFICATION

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

ARTICLE XVIII: 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: Shingle Creek HydroPower
Box 239
Riggins, ID 83549

To Idaho: Vice President, Power Operations
Idaho Power Company
1220 Idaho Street
Boise, Idaho 83707

ARTICLE XIX: ADDITIONAL TERMS AND CONDITIONS

This Agreement includes Appendices A, B, and D which are attached hereto and included by reference.

In addition, if Seller has chosen to supply Capacity, Appendix C shall be attached and included by reference.

Appendix A - Schedule of Power Purchase Rates

Appendix B - Special Facilities and Point(s) of Delivery and Metering

Appendix C - Adjustment of Capacity Payments in the Event of Termination or Reduction

Appendix D - Standards for Interconnection and Metering

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed in their respective names as of the date first above written.

Willis & Betty DeVeny
Seller

Betty M. DeVeny
By William D. DeVeny
Title owner

IDAHO POWER COMPANY

By D E Barclay
Vs/ D E Barclay
Vice President - Planning
and Resources

APPROVED
Planning & Resources
Public Affairs
Power Plant Oper.
Legal/Rates
Tax/Acctg
Div Operations
Engineering
Executive

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APPENDIX A
COGENERATION AND SMALL POWER PRODUCTION
SCHEDULE OF POWER PURCHASE PRICES

A-1 GENERAL PROVISIONS

This schedule of purchase prices shall be the basis upon which Idaho will make payments to Seller for energy or energy and Capacity deliveries from Seller's Facilities under Options 1, 2, 3 and 4.

(A) Option 1 - Non-Firm Energy - Estimated Avoided Energy Cost. Under this Option, Idaho will pay Seller for energy delivered and accepted at a rate equal to Idaho's estimated average monthly System Avoided Energy Cost. The System Avoided Energy Cost is the incremental variable cost of electric energy on Idaho's system. Variable costs include fuel costs and operating and maintenance expenses which vary with output of thermal plants, firm power purchases and spot market purchases. The System Avoided Energy Cost will be filed with the Idaho Public Utilities Commission. The attached Table 1 shows the estimated annual System Avoided Energy Cost schedule. The seller will be provided an update of Table 1 each year. The amount shown on Table 1, includes an aggregate capacity payment of 3 mills per kwh.

(B) Option 2 - Non-Firm Energy - Avoided Energy Cost at Time of Delivery. Under this Option, Idaho will pay Seller for energy delivered and accepted at a rate equal to Idaho's System Avoided Energy Cost for each month of the year. The System Avoided Energy Cost is the incremental variable cost of electric energy on Idaho's system. Variable costs include average fuel cost and operating and maintenance expenses which vary with output of thermal plants, firm power purchases and spot market purchases. The System Avoided

Energy Cost will be determined at the end of each calendar month and will be on file with the Idaho Public Utilities Commission. Payments for the month will be made on the basis of that month's filed cost.

((C) Option 3 - Firm Energy and Non-Dispatchable Resource Capacity. Payments under this Option will equal the sum of the Energy Component and Capacity Component described below. The amount of each component is determined by reference to the attached Table 2.

(1) Energy Component. The energy component will be calculated by multiplying the kwh of energy delivered and accepted by the estimated annual Unit Avoided Energy Cost specified in Table 2. The Unit Avoided Energy Cost is the sum of the variable costs associated with the specific generating unit or project designated by the Idaho Public Utilities Commission as the basis for determination of avoided Capacity cost. Variable costs include fuel costs and operating and maintenance expenses which vary with the designated unit's or project's generation. The Idaho Public Utilities Commission may, by Order, modify the Unit Avoided Energy Costs. Idaho will file with the Idaho Public Utilities Commission a tariff specifying the effective Unit Avoided Energy Cost.

(2) Capacity Component. The Contract Capacity payment to Seller of a non-Dispatchable resource will be based on the Facility's projected long-term average annual energy production in kwh as agreed upon by the Parties. That amount will be divided by the product of 8760 hours per year multiplied by 75%, thereby producing the Contract Capacity.

In order to qualify for a Capacity Payment under this Option 3, the following provisions must be met:

(a) The Contract Capacity must be available for the term of the agreement.

(b) Contract Capacity must be available for a minimum of one (1) year.

(3) The Contract Capacity may be adjusted in the event there is a change in any of the factors used in calculating the Facility's long-term average annual energy production. Such adjustment may include a Capacity Sale Reduction or Contract Termination in accordance with Appendix C.

(D) Option 4 - Firm Energy and Dispatchable Resource Capacity. Payments under this Option will equal the sum of the energy component and the Capacity Component described below. The amount of each component is determined by reference to the attached Table 2.

(1) Energy Component. The energy component will be calculated by multiplying the kwh of energy delivered and accepted by the estimated annual Unit Avoided Energy Cost specified in Table 2. The Unit Avoided Energy Cost is the sum of variable cost associated with the specific generating unit or project designated by the Idaho Public Utilities Commission as the basis for the determination of avoided capacity cost. Variable costs include fuel costs and operating and maintenance expenses which vary with the designated unit's or project's generation. The Idaho Public Utilities Commission may, by Order, modify the Unit Avoided Energy Cost. Idaho will file with the Idaho Public Utilities Commission, a tariff specifying the effective Unit Avoided Energy Cost.

(2) Capacity Component. The Contract Capacity payment to a Seller of a Dispatchable Resource will be based on the generating capacity of the

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Facility as specified by Seller; however, in order to qualify for a Capacity payment under this Option 4, the following provisions must be met:

(a) The Contract Capacity must be available or actually delivered to Idaho such that the energy made available in any twelve (12) month period or actually delivered in such period to Idaho divided by 8760 hours in such period is no less than sixty-five percent (65%) of the Contract Capacity to allow for Forced Outages and Scheduled Maintenance.

(b) Contract Capacity must be available for a minimum of one (1) year.

(3) Seller may increase the Contract Capacity with the written approval of Idaho, and subsequent payments for the additional capacity will be in accordance with the Current Capacity Cost Schedule contained in Appendix A, Table 2.

(4) Idaho may derate the Contract Capacity as a result of appropriate tests, studies or prior performance. If such derating occurs after the facility is in operation, it will constitute a Capacity Sale Reduction and will be subject to Appendix C.

A-2 ADJUSTMENT TO CONTRACT CAPACITY PRICE

The Contract Capacity Price will be adjusted upward to the Current Capacity Cost as of the Operation Date if the scheduled Operation Date specified in Article III(C) is met. The Current Capacity Cost Schedule, if higher, shall be attached to this Agreement and shall supersede Table 2 of this Appendix. If the scheduled Operation Date is not met, the Contract Capacity Price specified in Article IV will apply.

APR 23 1997

APPENDIX A

TABLE 1

1981 ESTIMATED AVOIDED ENERGY COSTS BY MONTHS

IN CENTS/KWH

January	2.20
Feburary	1.71
March	1.72
April	2.34
May	2.26
June	2.96
July	3.89
August	4.16
September	3.46
October	1.93
November	2.57
December	2.78

(Note: The price stated above assume that the total amount of energy purchased by Idaho Power Company from Qualifying Facilities does not exceed 50 average megwatts. At such time as Idaho Power Company's purchases from Qualifying Facilities exceeds 50 average megwatts, these prices will be adjusted appropriately).

1981 8 3 1981
1981 8 3 1981

3.58

APPENDIX A
TABLE 2

IDAHO POWER COMPANY
POWER RATES
FOR
COGENERATION AND SMALL POWER PRODUCTION

AVOIDED CAPACITY COSTS
(\$/kw-year)

<u>Operation Date</u>	<u>Length of Contract</u>										
	<u>2 Years</u>	<u>4 Years</u>	<u>6 Years</u>	<u>8 Years</u>	<u>10 Years</u>	<u>12 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>25 Years</u>	<u>30 Years</u>	<u>35 Years</u>
1981	107	116	124	133	143	152	167	192	216	240	263
1982	118	127	137	147	157	167	184	211	238	264	290
1983	130	140	151	162	173	184	202	232	262	291	319
1984	143	154	166	178	190	202	222	255	288	320	350
1985	157	169	182	195	209	223	244	281	317	352	385
1986	173	186	200	215	230	245	269	309	348	387	424

Unit Avoided Energy Costs

As specified in Idaho's Tariff Schedule 89 on file with the Idaho Public Utilities Commission

APPENDIX "B"
SPECIAL FACILITIES AND POINT(S)
OF DELIVERY AND METERING

B-1 Point of Delivery :

The point of delivery of Energy from the Seller to Idaho will be the 14,400/24,940 volt bushing of the transformer bank. The transformer bank will be a three-phase bank, 277/480 volts to 14,400/24,940 volts connected grounded-wye--grounded-wye, and will be owned and maintained by Idaho.

B-2 Metering

The metering equipment will be on the 480 volt side of the transformer, and will consist of three current transformers, one meter, and associated wiring and enclosure. The meter will register kilowatt hours and kilowatts of demand. An adjustment will be made to the meter readings to compensate for energy losses through the transformer. Metering equipment will be owned and maintained by Idaho, with total cost of purchase, installation, operation and maintenance, including administrative costs, to be reimbursed to Idaho by the Seller.

B-3 Special Facilities

The reconstruction of approximately 2 miles of the present line from two-phase construction to three-phase construction, the reconstruction of approximately 1/2 mile of the present line from one-phase construction to

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three-phase construction, and the construction of approximately 500 feet of new three-phase line will be provided by Idaho as special facilities. The total cost of these special facilities will be reimbursed to Idaho by the Seller.

B-4 Reactive Power

Total reactive power required to be supplied by Idaho to the Seller is 53 kVAR, as provided in the information by the Seller. Idaho will install and maintain facilities on its system so as to meet this requirement with total cost of installation to be reimbursed to Idaho by the Seller.

B-5 Disconnecting Equipment

Idaho will supply a circuit breaker and such relays as 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. The total cost of this disconnecting equipment will be reimbursed to Idaho by the Seller.

B-6 Costs

Total cost of special facilities and metering, recognizing Idaho's betterment, is \$25,431. Cost of reactive power is \$391. Cost of disconnecting equipment is \$3,615. Total cost to be paid to Idaho by the Seller is \$29,437. This amount will be paid to Idaho by the Seller on or before September 1, 1962. If the Seller does not make this payment by the

specified date, the cost will be subject to adjustment upon re-application by the Seller. In addition to the installation and construction charges above, Seller will pay Idaho an operation and maintenance charge of 0.7% per month times the amount of \$26,692, which is the investment solely to serve the Seller's facility.

B-7 Salvage Value

No later than sixty (60) days after the Contract Termination date, or the expiration date of this agreement, Idaho will prepare and forward to Seller an estimate of the remaining value of those Special Facilities described in B-1 of this Appendix, less the cost of removal and transfer to Idaho's nearest warehouse, if the Special Facilities will be removed. Idaho may then be invoiced by Seller for the net salvage value estimated by Idaho for the Special 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"

ADJUSTMENT OF CAPACITY PAYMENTS IN THE
EVENT OF TERMINATION OR REDUCTION

C-1 GENERAL PROVISIONS

(A) This Appendix shall be applicable in the event there is a Contract Termination of a Capacity Sale Reduction and Seller is receiving Capacity payments.

X (B) ~~The Parties agree that the amount of the payment which Idaho is to make to Seller for Capacity is based on the agreed value to Idaho of Seller's performance of his obligation to provide Capacity during the full period of the Term of Agreement.~~ The Parties further agree that in the event Idaho does not receive such full performance by reason of a Contract Termination or a Capacity Sale Reduction, (1) Idaho shall be deemed damaged by reason thereof, (2) it would be impracticably or extremely difficult to fix the actual damages to Idaho resulting therefrom, (3) the reductions, offsets and refund payments as provided in this Appendix, as applicable, are in the nature of adjustments in Capacity prices and liquidated damages, and not a penalty, and are fair and reasonable endeavor by the Parties to estimate a fair compensation for the reasonable losses that would result from such termination or reduction.

(C) Seller shall be invoiced by Idaho for all refund payments due under this Appendix and shall pay such amounts to Idaho within thirty (30) days after the invoice date.

(D) Idaho shall have the right to offset any amount due it against any present or future payments due Seller.

C-2 TERMINATION OR REDUCTION DUE TO SELLER'S FAILURE TO PERFORM

Except in the event of Force Majeure as defined in Article IX of the Agreement, in the event the Seller fails to provide all or part of the Contract Capacity, such failure shall be grounds for Contract Termination or a Capacity Sale Reduction in accordance with the following:

(A) Idaho may immediately suspend or reduce the Capacity payments to Seller for a probationary period not to exceed twelve (12) months.

(1) If Seller meets or satisfies Idaho that it can meet its minimum Capacity requirements during the probationary period, Idaho shall make a retroactive Capacity payment for the probationary period and reinstate regular Capacity payments in subsequent years.

(2) If Seller fails to meet its minimum requirements during the probationary period, Idaho may permanently derate the Contract Capacity appropriately or terminate the Capacity purchases.

(B) In the event Idaho terminates Capacity purchases, pursuant to this Section C-2, the following will apply:

(1) If the Contract Capacity is more than one megawatt, Seller shall refund to Idaho an amount equal to fifty percent (50%) of the difference between the Capacity Payments already paid by Idaho (based on the original term of the Agreement) and the total Capacity Payments which would have been paid if the Contract Capacity Price had been based on the period from the Operation Date to the actual date of Termination.

(2) If the Contract is less than one megawatt, Seller shall refund to Idaho an amount equal to ten percent (10%) of the difference between the Capacity Payments already paid by Idaho (based on the original

term of the Agreement) and the total Capacity Payments which would have been paid if the Contract Capacity Price had been based on the period from the Operation Date to the actual date of Termination.

(C) REPLACEMENT POWER

If, as a result of a strike, walk-out, lockout or other labor dispute, Seller will be unable to meet its obligation to provide the Contract Capacity, Seller will notify Idaho and Idaho may purchase power from another source to replace the power Seller had agreed to provide. Such replacement power will, for purposes of satisfying Seller's Contract Capacity obligation, be deemed to have been delivered by Seller. The Seller will reimburse Idaho for the difference, if any, between the amount which Idaho would have paid to the Seller and the actual cost of the replacement power, including losses, wheeling and load factoring. Idaho will bill Seller monthly for the reimbursement amount. Unless otherwise agreed, Idaho will not be obligated to attempt to procure replacement power for a period longer than six months. In no event will Idaho pay Seller for Capacity not actually provided by Seller.

(D) The foregoing remedies are not exclusive and Idaho reserves all rights it may have against Seller as a result of Seller's failure to perform under this Agreement.

APPENDIX "D"

Standards for Interconnection and Metering

D-1 GENERAL PROVISIONS

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

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

Idaho may provide limited technical assistance for Sellers, but will not perform any engineering, construction or repair work on power production equipment.

D-2 GENERAL DESIGN CONSIDERATIONS

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.

Except in certain instances to be determined by Idaho, all Seller's generators 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.

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.

Sellers are 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 check interlock for synchronizing of the Seller's generator is required.

D-3 METERING REQUIREMENTS

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) Capacity Under 750 KVA

A kilowatt-hour demand meter will be installed.

(B) Capacity of 750 KVA and Above

Four 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.

D-4 FACILITY PROTECTION

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.

D-5 SYNCHRONOUS GENERATORS

On synchronous generators, over and under voltage and over and under frequency relays are required to trip the unit when significant differences exist between loads and generation.

Synchronous generators must be operated with governors. Governor characteristics may be adjusted to at least 5% droop. Governors are to be operated unrestrained to allow automatic reduction of generation in the event of excessive system frequency.

D-6 INDUCTION GENERATORS

Overvoltage can become a serious problem when an induction generator is isolated to a portion of a transmission or distribution system. Overvoltage relays 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.

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

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source. The Power Sales Agreement provides for compensation to the Company for Vars supplied.

D-7 DC TO AC CONVERTERS

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 or electric service to other Sellers or Idaho's other customers.

D-8 SWITCHING REQUIREMENTS

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

- (1) System emergency.
- (2) Inspection of the Seller's Facility protective equipment reveals a condition which might adversely impact Idaho or Idaho's other customers.
- (3) Seller' generating equipment interferes with other customers, other Seller's, or with Idaho's system.

(B) 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.

D-9 GENERATION SCHEDULING AND REPORTING

(A) 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 and he shall, within the period, notify the Designated Dispatch Facility of that meter reading. That kilowatt-hour meter reading shall also be recorded on the monthly switching report that is mailed to Idaho.

(B) 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.

The written record of the end-of-month meter reading on the monthly switching report will be the basis of payment for energy purchased by Idaho from the Seller.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
COMMENCEMENT OF WORKS

S. FK 4
Name
T 1002
12/1

Permit No. 78-7157
Name(s) of Permit Holder(s): Willis D. DeVeny
Post Office Address: Box 239
Riggins, ID 83549 Tel. No. 628-3462

☒ I hereby certify that construction of diversion works for the above referenced permit began on 6/29/82 (date). I understand that I must continue to develop the water system with due diligence to maintain a valid permit.

☐ I hereby certify that construction of diverting works on the above referenced project has not yet begun due to the following reason beyond my control*:

*Note: A financing difficulty is
not an acceptable reason.

7/2/82
Date

Willis D. DeVeny
Signature of Permit Holder

PLACE
STAMP
HERE



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IDAHO DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Western Region

Statehouse
Boise, Idaho 83720
(208) 334-2190

DECEMBER 30, 1983

WILLIS D. DE VENY
P.O. BOX 239
RIGGINS ID 83549

RE: Permit No. 78-7157

Dear Permit Holder:

We acknowledge receipt of your statement submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this department.

A condition of approval of your original permit required the installation of an access port which, according to the proof card submitted by you, has not been installed. An access port must be installed prior to the time a field examination is made.

A field examiner will contact you to arrange to examine your system.

If you have any questions regarding the field examination, please contact this office by phone at 334-2190 or in person in the third floor State Towers Building, 450 West State Street, Boise.

Sincerely,
s/Judy Pense
Secretary

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DEPARTMENT OF WATER RESOURCES

The Idaho Department of Water Resources will consider this card as a statement that the permit holder(s) has completed development to the extent shown below of Permit No. 78-7157

Name(s) of Permit Holder: Willis D. DeVeney

Post Office Address: Box 239

Riggins, ID 83549 Tel. No. 628-3462

Source of Water: S. Fk. Shingle Creek

Extent of Use:

- ☐ Domestic (number of households)
☐ Stockwater (number and type of stock)
☐ Irrigation (acres)
☒ Other power production

Measuring Device: Required? ☐ Yes ☒ No Installed? ☐ Yes ☒ No

Access Port: Required? ☒ Yes ☐ No Installed? ☒ Yes ☐ No

The above information is a true statement of the extent to which the above numbered permit has been developed.

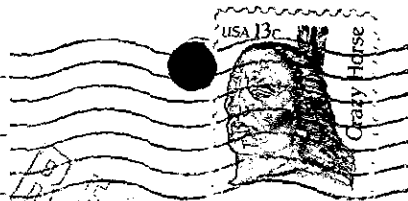
8/15/83

Willis D. DeVeney
 S. F. P. T.

Willis D. Very

Box 239

Riggins, ID 83549



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IDAHO DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

August 11, 1983

Willis D. De Veny
Box 239
Riggins, Id 83549

RE: Water right permit No. 78-7157

Dear Mr. De Veny,

Thank you for your letter of August 3, 1983. It is my understanding that you are now completed with your water right development. Enclosed is a Beneficial Use postcard which you should fill out, sign and return to our office. Once we have received the postcard, a field examiner will contact you to schedule an examination.

If you have any questions, please contact me at 334-4123.

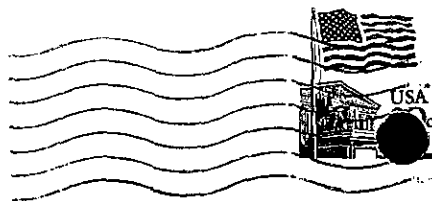
Sincerely

ROBYN CARLSON
Technical Records Specialist

RC:jvv
Enclosure

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DeVeny
Box 239
Riggins, ID 83549



Department of Water Resources
State Office
450 W. State Street
Boise, ID 83701

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AUG 5 1983

Department of Water Resources

Box 239
Riggins, ID 83549
August 3, 1983

Department of Water Resources
State Office
450 W. State Street
Boise, ID 83701

Gentlemen:

This is to notify you that work has been completed on the diversion approved under permit no. 78-7157, South Fork Shingle Creek.

The water has been applied to beneficial use. The hydropower facility went into commercial operation July 16, 1983.

Sincerely,



Willis D. DeVeney

MICROFILM

August 25, 1982

RE: Permit Nos. 78-7157 and 78-7158

Willis D. DeVeney
Box 239
Riggins, ID 83549

Dear Mr. DeVeney:

As per your request in your letter of August 17, 1982, enclosed are specifications for the installation of an access port and a description of the different types of measuring devices accepted by this office.

If we can be of any further assistance, please don't hesitate to contact our office.

Sincerely,

KAY WALKER
Sr. Clerk

KW:K
Enclosures

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AUG 27 1982
FBI - RIGGINS

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AUG 19 1982

Department of Water Resources

Box 239
Riggins, ID 83549
August 17, 1982

Department of Water Resources
Statehouse
Boise, ID 83720

Gentlemen:

This letter is in reference to permit no. 78-7157/7158. In your letter of April 28, 1981 approving the applications for the two permits, you indicated specifications for the installation of the access port as well as a list of measuring device options was enclosed. In reviewing the letter I find the enclosures either were omitted or I have misplaced them. Will you please send copies of the enclosures referred to in the April 28th letter.

Thank you for your cooperation.

Sincerely,

Willis D. DeVeny
Willis D. DeVeny

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78-7157 ✓

OCT 20 1981

Department of Water Resources

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UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

- 2 -

Willis D. DeVeney) Project No. 4025-000

ORDER ISSUING LICENSE (MINOR)

(Issued September 30, 1981)

Willis D. DeVeney filed an application for a minor license under Part I of the Federal Power Act (Act) for the construction and operation of the Shingle Creek Project No. 4025. 1/ The project is located on Shingle Creek in Idaho County, Idaho.

Notice of the application has been published and comments have been received from interested Federal, State, and local agencies. No protests or petitions to intervene have been received, and none of the agencies objected to the issuance of the license.

Project Description - The proposed project would consist of: (1) a 2-foot high concrete headgate; (2) a 3,100-foot long PVC pipeline; (3) a 200-foot long iron pipe; (4) a 2-foot high concrete headgate; (5) a 3,000-foot long PVC pipeline; (6) a powerhouse containing two generating units, one rated at 55 kW and one rated at 65 kW; and (7) a transmission line. The Applicant estimates that the average annual energy output would be 1.08 million kWh. The energy generated by the project would be sold to the Idaho Power Company. A more detailed project description is contained in ordering paragraph (B).

Engineering Considerations

There is no dam structure associated with the project. The diversion would be accomplished by a headgate on each stream, approximately 2 feet high, diverting a total of 7 cfs. The project structures are considered low hazard and would present no danger in case of failure.

The proposed project would be economically feasible if the power is sold to Idaho Power Company. 2/

1/ Authority to act on this matter is delegated to the Director, Office of Electric Power Regulation under 18 C.F.R. §375.308 (1930), as amended by 46 Fed. Reg. 14119 (1981).

2/ The Shingle Creek Project, with its average annual energy generation of 1,080 MWh, would save the equivalent of 1,770 barrels of oil or 500 tons of coal per year.

The proposed project which develops 440 feet of head on one fork of Shingle Creek and 340 feet of head on another fork of Shingle Creek, makes efficient use of the flow of water, and would not be in conflict with any other proposed development.

Environmental Considerations

The proposed project would result in short-term, minor increases in dust, exhaust emissions, noise from construction activities, and erosion and sedimentation from disturbance of land surfaces. The Applicant has proposed mitigative measures to protect water quality and aquatic life. The Idaho Department of Health and Welfare has issued a water quality certificate for the project in accordance with Section 401 of the Federal Water Pollution Control Act, as amended. The pipeline corridor would traverse an already-disturbed area, which would be reseeded. An approximately 7,500-foot long section of Shingle Creek, with minimal fisheries value, would receive reduced flows; but the downstream rainbow trout fishery would not be affected.

The U.S. Fish and Wildlife Service and the Idaho Department of Fish and Game have recommended that the transmission line towers be raptor-proofed, and the Applicant has agreed to comply with the request.

In accordance with standard Commission practice, 3/ Article 22 of this license also requires cultural resources protection measures in the event of any future construction or development at the project, other than the original project development considered and authorized here.

For the above reasons, approval of the application would not constitute a major Federal action significantly affecting the quality of the human environment.

It is ordered that:

(A) This license is issued to Willis D. DeVeney (Licensee), of Riggins, Idaho, under Part I of the Federal Power Act (Act), for a period of 50 years, effective the first day of the month in which this order is issued, for the construction, operation, and maintenance of the Shingle Creek Project No. 4025, located in Idaho County, on Shingle Creek, and affecting the interests of interstate commerce. This license is subject to the

3/ See S.D. Warren, Project No. 2897, Order Denying Rehearing (issued February 19, 1980).

terms and conditions of the Act, which is incorporated by reference as part of this license, and subject to the regulations the Commission issues under the provisions of the Act.

(B) The Shingle Creek Project No. 4025 consists of:

(1) All lands, to the extent of the Licensee's interests in those lands, constituting the project area and enclosed by the project boundary. The project area and boundary are shown and described by certain exhibits that form part of the application for license and that are designated and described as:

Exhibit	FERC No.	Showing
K-1	4025-1	Project Lands and Boundaries

(2) Project works consisting of: (a) a concrete diversion headgate, located on the North Fork Shingle Creek, approximately 3 feet wide and 2 feet high, with screening for the intake pipe and concrete wings; (b) a 3,100-foot long, 10-inch diameter plastic PVC pipe with 25 psi to 160 psi ratings; (c) a 200-foot long, 10-inch diameter iron pipe; (d) a concrete diversion headgate, located on South Fork Shingle Creek, approximately 3 feet wide and 2 feet high, with screening for the intake pipe and concrete wings; (e) a 3,000-foot long, 12-inch diameter plastic PVC pipe with 25 psi to 160 psi ratings; (f) a 12-foot square cinder block powerhouse containing two generating units, one rated at 65 kW and one rated at 55 kW; (g) a 300-foot long transmission line; and (h) appurtenant facilities.

The location, nature, and character of these project works are generally shown and described by the exhibits cited above and more specifically shown and described by certain other exhibits and reports that also form part of the application for license and that are designated and described as:

Exhibit	FERC No.	Title
L-1	4025-2	Project Structures and Equipment
L-2	4025-3	Project Structures and Equipment
L-3	4025-4	Diversion Works
L-4	4025-5	Diversion Works

(3) All of the structures, fixtures, equipment, or facilities used or useful in the operation or maintenance of the project and located within the project boundary, all portable property that may be employed in connection with the project, located within or outside the project boundary, as approved by the Commission, and all riparian or other rights that are necessary or appropriate in the operation or maintenance of the project.

(C) Exhibit L designated in ordering paragraph (B) above, is approved and made a part of the license. Exhibit K is approved only to the extent that it shows the general location and nature of the project works.

(D) Pursuant to Section 10(i) of the Act, it is in the public interest to waive the following sections of Part I of the Act, and they are excluded from the license:

Sections 4(b), except the second sentence; 4(e), insofar as it relates to approval of plans by the Chief of Engineers and the Secretary of the Army; 6, insofar as it relates to public notice and to the acceptance and expression in the license of terms and conditions of the Act that are waived here; 10(c), insofar as it relates to depreciation reserves; 10(d); 10(f); 14, except insofar as the power of condemnation is reserved; 15; 16; 19; 20; and 22.

(E) This license is also subject to Articles 1 through 18 set forth in Form L-15 (revised October, 1975), entitled "Terms and Conditions of License for Unconstructed Minor Project Affecting the Interests of Interstate or Foreign Commerce," attached to and made a part of this license. The license is also subject to the following additional articles:

Article 19: The Licensee shall pay the United States the following annual charge, effective the first day of the month in which this license is issued:

(a) For the purpose of reimbursing the United States for the cost of administration of Part I of the Act, a reasonable amount as determined in accordance with the provisions of the Commission's regulations in effect from time to time. The authorized installed capacity for that purpose is 160 horsepower.

Article 20: The Licensee shall commence construction of the project within two years from the effective date of this license and, in good faith and with due diligence, shall prosecute and complete construction of the project works within four years from the effective date of this license.

Article 21: Within one year from the date of commencement of operation of the project, the Licensee shall file for approval "as-built" Exhibit K and L drawings to show the project as finally constructed and located, and conforming to §131.6 of the Commission's regulations.

Article 22: Prior to commencement of any construction or development of any project works or other facilities at the project, the Licensee shall consult and cooperate with the State Historic Preservation Officer (SHPO) to determine the need for, and extent of, any archeological or historic resource surveys and any mitigative measures that may be necessary. The Licensee shall provide funds in a reasonable amount for such activity. If any previously unrecorded archeological or historic sites are discovered during the course of construction, construction activity in the vicinity shall be halted, a qualified archeologist shall be consulted to determine the significance of the sites, and the Licensee shall consult with the SHPO to develop a mitigation plan for the protection of significant archeological or historic resources. If the Licensee and the SHPO cannot agree on the amount of money to be expended on archeological or historic work related to the project, the Commission reserves the right to require the Licensee to conduct, at its own expense, any such work found necessary.

Article 23: The Licensee shall continue to consult and cooperate with the U.S. Fish and Wildlife Service, the U.S. Department of the Interior, the Idaho Department of Fish and Game, the Idaho Department of Parks and Recreation, and other appropriate agencies for the protection and development of the environmental resources and values of the project area. The Commission reserves the right to require changes in the project works or operations that may be necessary to protect and enhance those resources and values.

Article 24. (a) In accordance with the provisions of this article, the Licensee shall have the authority to grant permission for certain types of use and occupancy of project lands and waters and to convey certain interests in project lands and waters for certain other types of use and occupancy, without prior Commission approval. The Licensee may exercise the authority only if the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational, and other environmental values of the project. For those purposes, the Licensee shall also have continuing responsibility to supervise and control the uses and occupancies for which it grants permission, and to monitor the use of, and ensure compliance with the covenants of the instrument of conveyance for, any interests that it has conveyed, under this article. If a permitted use and occupancy violates any condition of this article or any other condition imposed by the Licensee for protection and enhancement of the project's scenic, recreational, or other environmental values, or if a covenant of a conveyance made under the authority of this article is violated, the Licensee shall take any lawful action necessary to correct the violation. For a permitted use or occupancy, that action includes, if necessary, cancelling the permission to use and occupy the project lands and waters and requiring the removal of any non-complying structures and facilities.

(b) The types of use and occupancy of project lands and waters for which the Licensee may grant permission without prior Commission approval are: (1) landscape plantings; (2) non-commercial piers, landings, boat docks, or similar structures and facilities; and (3) embankments, bulkheads, retaining walls, or similar structures for erosion control to protect the existing shoreline. To the extent feasible and desirable to protect and enhance the project's scenic, recreational, and other environmental values, the Licensee shall require multiple use and occupancy of facilities for access to project lands or waters. The Licensee shall also ensure, to the satisfaction of the Commission's authorized representative, that the uses and occupancies for which it grants permission are maintained in good repair and comply with applicable State and local health and safety requirements. Before granting permission for construction of bulkheads or retaining walls, the Licensee shall: (1) inspect the site of the proposed construction, (2) consider whether the planting of vegetation or the use of riprap would be adequate to control erosion at the site, and (3) determine that the proposed construction is needed and would not change the basic contour of the reservoir shoreline. To implement this paragraph (b), the Licensee may, among other things, establish a program for issuing permits for the specified types of use and occupancy of project lands and waters, which may be subject to the payment of a reasonable fee to cover the Licensee's costs of administering the permit program. The Commission reserves the right to require the Licensee to file a description of its standards, guidelines, and procedures for

implementing this paragraph (b) and to require modifications of those standards, guidelines, or procedures.

(c) The Licensee may convey easements or rights-of-way across, or leases of, project lands for: (1) replacement, expansion, realignment, or maintenance of bridges and roads for which all necessary State and Federal approvals have been obtained; (2) storm drains and water mains; (3) sewers that do not discharge into project waters; (4) minor access roads; (5) telephone, gas, and electric utility distribution lines; (6) non-project overhead electric transmission lines that do not require erection of support structures within the project boundary; (7) submarine, overhead, or underground major telephone distribution cables or major electric distribution lines (69-kV or less); and (8) water intake or pumping facilities that do not extract more than one million gallons per day from a project reservoir. No later than January 31 of each year, the Licensee shall file three copies of a report briefly describing for each conveyance made under this paragraph (c) during the prior calendar year, the type of interest conveyed, the location of the lands subject to the conveyance, and the nature of the use for which the interest was conveyed.

(d) The Licensee may convey fee title to, easements or rights-of-way across, or leases of project lands for: (1) construction of new bridges or roads for which all necessary State and Federal approvals have been obtained; (2) sewer or effluent lines that discharge into project waters, for which all necessary Federal and State water quality certificates or permits have been obtained; (3) other pipelines that cross project lands or waters but do not discharge into project waters; (4) non-project overhead electric transmission lines that require erection of support structures within the project boundary, for which all necessary Federal and State approvals have been obtained; (5) private or public marinas that can accommodate no more than 10 watercraft at a time and are located at least one-half mile from any other private or public marina; (6) recreational development consistent with an approved Exhibit R or approved report on recreational resources of an Exhibit E; and (7) other uses, if: (i) the amount of land conveyed for a particular use is five acres or less; (ii) all of the land conveyed is located at least 75 feet, measured horizontally, from the edge of the project reservoir at normal maximum surface elevation; and (iii) no more than 50 total acres of project lands for each project development are conveyed under this clause (d)(7) in any calendar year. At least 45 days before conveying any interest in project lands under this paragraph (d), the Licensee must file a letter to the Director, Office of Electric Power Regulation, stating its intent to convey the interest and briefly describing the type of interest and location of the lands to be conveyed (a marked Exhibit G or K map may be used), the nature of the proposed use, the identity of any Federal or

State agency official consulted, and any Federal or State approvals required for the proposed use. Unless the Director, within 45 days from the filing date, requires the Licensee to file an application for prior approval, the Licensee may convey the intended interest at the end of that period.

(e) The following additional conditions apply to any intended conveyance under paragraphs (c) or (d) of this article:

(1) Before conveying the interest, the Licensee shall consult with Federal and State fish and wildlife or recreation agencies, as appropriate, and the State Historic Preservation Officer.

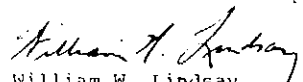
(2) Before conveying the interest, the Licensee shall determine that the proposed use of the lands to be conveyed is not inconsistent with any approved Exhibit R or approved report on recreational resources of an Exhibit E; or, if the project does not have an approved Exhibit R or approved report on recreational resources, that the lands to be conveyed do not have recreational value.

(3) The instrument of conveyance must include covenants running with the land adequate to ensure that: (i) the use of the lands conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; and (ii) the grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational, and environmental values of the project.

(4) The Commission reserves the right to require the Licensee to take reasonable remedial action to correct any violation of the terms and conditions of this article, for the protection and enhancement of the project's scenic, recreational, and other environmental values.

(f) The conveyance of an interest in project lands under this article does not in itself change the project boundaries. The project boundaries may be changed to exclude land conveyed under this article only upon approval of revised Exhibit G or K drawings (project boundary maps) reflecting exclusion of that land. Lands conveyed under this article will be excluded from the project only upon a determination that the lands are not necessary for project purposes, such as operation and maintenance, flowage, recreation, public access, protection of environmental resources, and shoreline control, including shoreline aesthetic values. Absent extraordinary circumstances, proposals to exclude lands conveyed under this article from the project shall be consolidated for consideration when revised Exhibit G or K drawings would be filed for approval for other purposes.

(F) This order is final unless a petition appealing it to the Commission is filed within 30 days from the date of its issuance, as provided in §1.7(d) of the Commission's regulations 18 C.F.R. 1.7(d) (1980). The filing of a petition appealing this order to the Commission or an application for rehearing does not operate as a stay of the effective date of this license or of any other date specified in this order, except as specifically ordered by the Commission. Failure of the Licensee to file a petition appealing this order to the Commission shall constitute acceptance of this license. In acknowledgment of acceptance of this license, the license shall be signed for the Licensee and returned to the Commission within 60 days from the date of issuance of this order.


William W. Lindsay
Director, Office of Electric
Power Regulation

(S F A L)

A. KENNETH DUNN
XXXXXXXXXX

April 28, 1981

Willis D. DeVeney
Box 239
Riggins, Idaho 83549

RE: Permit No.'s 78-7157/7158

Dear Mr. DeVeney,

Since our letter to you dated February 4, 1981 we have re-evaluated the above referenced applications. We have determined that if your proposed power use is not to be connected to the Idaho Power Company (IPC) power system, it is not subject to either the Federal Energy Regulatory Commission (FERC) or the Idaho Public Utilities Commission. If you do plan to connect to the IPC grid, all that is necessary is an exemption from FERC. Therefore, the two applications have been approved, with appropriate conditions.

Enclosed is a copy of your approved Application for Permit. We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note the special condition requiring you to install an access port or other device to provide for the installation of measuring equipment by the Department. Enclosed are specifications for the installation of the access port, as well as a list of measuring device options.

Sincerely,

DAVID R. TUTHILL, JR., P.E.
Supervisor, Water Allocation Section

DRT:mr
Enclosure

ENCLOSURE



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

C. STEPHEN ALLRED

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

February 24, 1981

Willis D. DeVeny
Box 239
Riggins, Idaho 83549

Dear Mr. DeVeny,

RE: Permit No.'s 78-7157/7158

We have completed a preliminary review of the above referenced application. This review has included advertising by the regional office and a verification that all required preliminary information has been provided.

At this time we see no reason that the application will not be approved with certain conditions of approval. However, for power projects that are under the jurisdiction of the Federal Energy Regulatory Commission (FERC), we withhold final action on the application pending (1) approval of a preliminary permit by FERC, or (2) FERC granting of an exemption. If you have not yet contacted FERC, the address below is a good starting point:

Federal Energy Regulatory Commission
Regional Engineer's Office
Attn: Mr. Jerry Leach
6th Floor, 333 Market Street
San Francisco, CA 94105
(Tel. No. (415) 764-7150)

The continued validity of this application is contingent on your proceeding with due diligence toward obtaining an approval or an exemption from FERC. Please keep this office informed of progress in this regard.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

MICROFILMED

Power Review for 78-7157

P = kw

Q = cfs

H = feet

e = efficiency

$$140 \times .74 = 103.6 \text{ kw}$$

? or 4.44 applied for

340

80% / ~~100%~~

$$Q = \frac{P \times 11.8}{He} = \frac{103.6 \times 11.8}{340 \times .8} = \frac{1222.48}{272} = 4.49 \text{ cfs}$$

$$P = \frac{QHe}{11.8} = \frac{4.44 \times 340 \times .8}{11.8} = \frac{1207.68}{11.8} = 102.3 \text{ kw}$$

$$e = \frac{P(11.8)}{QH} = \frac{103.6 \times 11.8}{4.44 \times 340} = \frac{1222.48}{1509.6} = .81 \text{ or } 81\%$$

Conclusion based on the above calculations:

Applicant will have enough kw's to supply 3.4 homes.

Recommendation:

Application - should not be approved until approval FROM FERC IS VERIFIED

Per discussion w/ Dave To we can approve this application because FERC would probably not regulate use to less than 5 houses.

RECEIVED

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY: 665

APPLICATION NUMBER: 78-7157

CHECK:

- ☒ Source.
☒ Point of diversion.
☒ County.
☒ Quantity of water and period of use.
☒ Description of diverting works.
☒ Time required for beneficial use of water.
☒ Place of use or acres irrigated.
☒ Map.
☒ Signature.

Field check by: _____

Date: _____

Comments: _____

☒ Fee.

☐ Yes ☒ No

Field check required.

☐ Yes ☒ No

Critical groundwater area.

☐ Yes ☒ No

Request dam safety information. Sent by: _____ Date: _____

☒ Yes ☐ No*

In form to receipt.

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT: _____

SEND COPIES TO:

- ☐ Idaho State Health Department.
☐ Idaho Fish and Game Department.
☐ Idaho Department of Lands.
☐ U.S. Bureau of Land Management.
☐ U.S. Forest Service.
☒ Other PUC

Copies sent by: _____ Date: _____

PROCESSING:

☐ Yes ☐ No

Platted by: _____ Map No. _____

☐ Yes ☒ No

Other rights on same place of use. None for Power

☒ Yes ☐ No*

In form for advertising.

Final date for protests: 12/29/80

☐ Yes ☒ No

Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

☒ Affidavit of publication received. Date: 12/19/80

☒ Application published correctly. If not, record action taken: _____

☒ Fee amount, receipt date & number, recorded on application.

☒ Publication dates and paper, recorded on application.

☐ Protests, dates, withdrawal, etc., recorded on application.

☒ Recommendation & initial, recorded on application.

☐ Yes ☒ No

Measuring device required.

☒ Yes ☐ No

Access port required.

☐ Yes ☒ No

Will water be delivered by watermaster? If yes, what district? _____

10/22/80 Date of priority recommended.

Special conditions of approval or cover letter. _____

STATE OFFICE REVIEW:

By: DBS Date: 2/3/81

Letter sent 1/30/81

SW/103 OIC, OBA, & special cond

☐ See attached sheet for more information.

By: Kolyn Date: 2/24/1981

RECEIVED



State of Idaho

DEPARTMENT OF WATER RESOURCES

WESTERN REGION, 92 South Cole Road, Boise, Idaho 83709

JOHN V. EVANS

Governor

(Office at the corner of
Franklin and Cole Roads)

C. STEPHEN ALLRED

Director

(208) 334-2190

February 3, 1981

MEMORANDUM

TO: Files 78-7157 & 78-7158

FROM: Ervin Ballou *EB*

SUBJECT: Per-Permit Exam

On January 13, 1981, I met with Boyd Theison, Area Fish & Game CO in Riggins to inspect the Shingle Creek area. We drove up Shingle Creek to junction with the south fork of Shingle Creek and the area of the proposed powerhouse. I determined that sufficient room to construct the pipeline out of the channel existed and that a stream channel alteration permit would not be required for the project.

I later talked with Mr. De Veny by phone and satisfied myself that no work other than the diversion was required.

The attached drawings indicate the pipeline routes (1); the existing road crossing and average gradient of the stream (2).

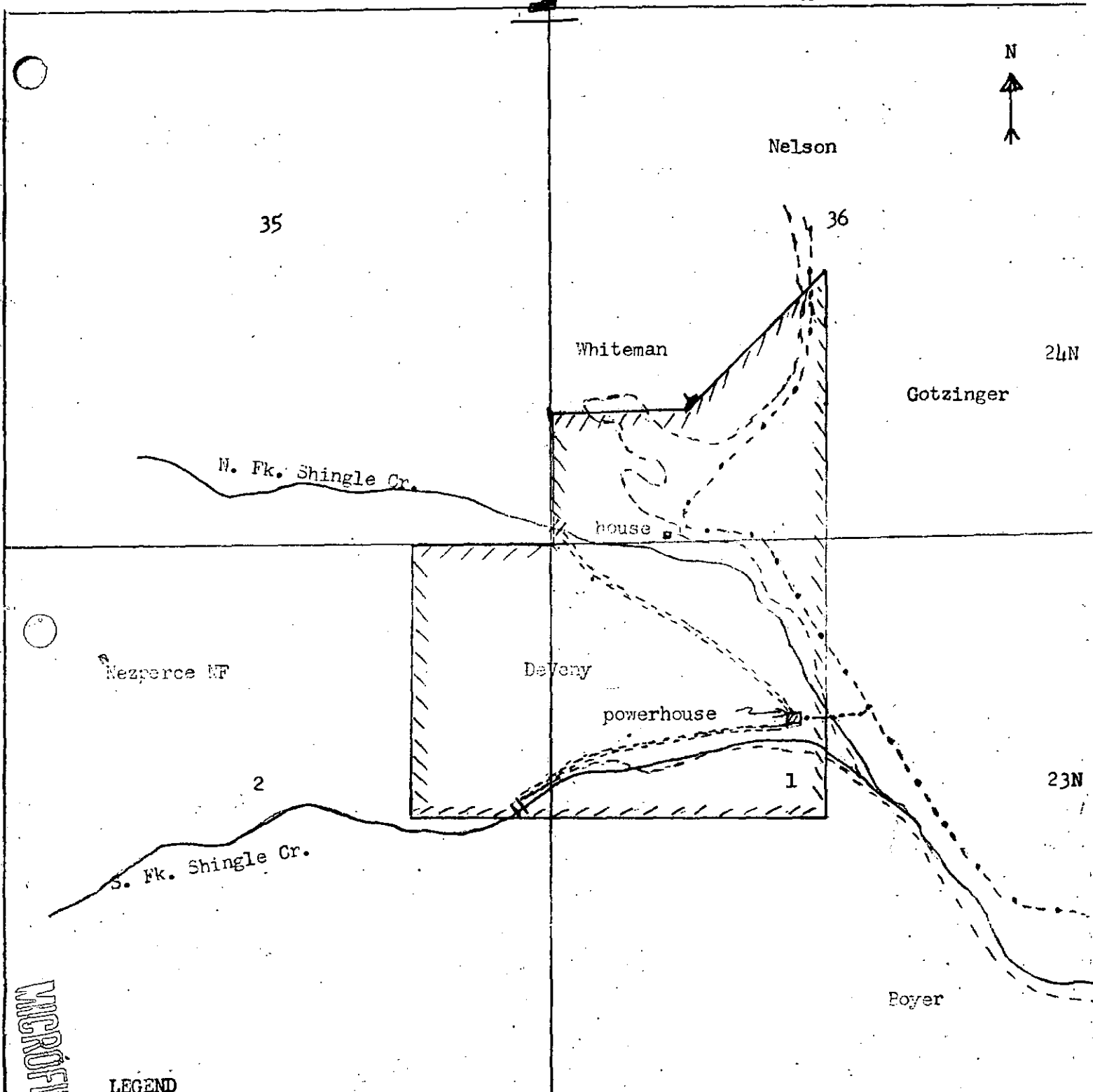
Boyd Theison, F&G, indicated it was doubted that fish migrated about the powerhouse due to the small size of the stream and grade. In fact, the culvert across Shingle Creek is a barrier to migration. Also, at low water, only very small fish could survive.

I did not see any reason to withhold approval of the permits. The quantities requested may not be available during low flow periods..

Attachments

MAILED
FEB 4 1981

RLW



LEGEND

- unimproved road
- ... powerline
- - - water transmission line
- = headgate
- //// private property (owned by applicant)

B.M.

This drawing is a part of the application for license made by the undersigned this 5th day of January, 1981.

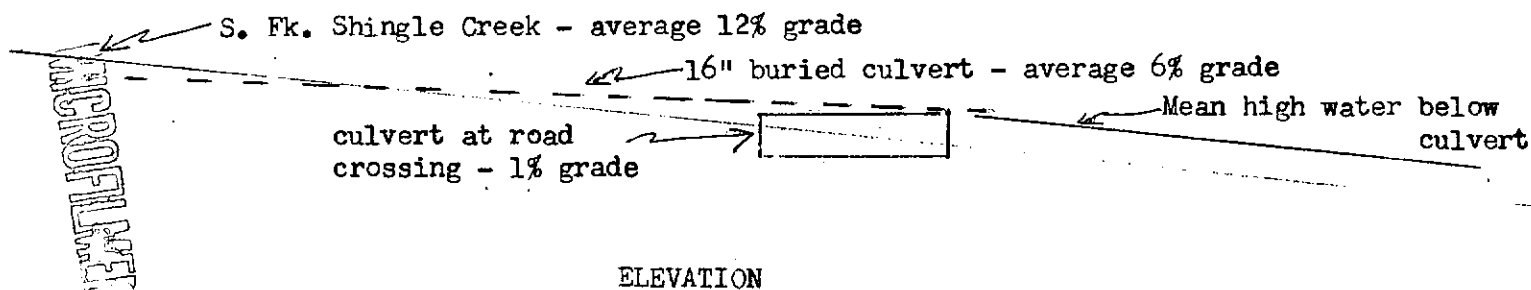
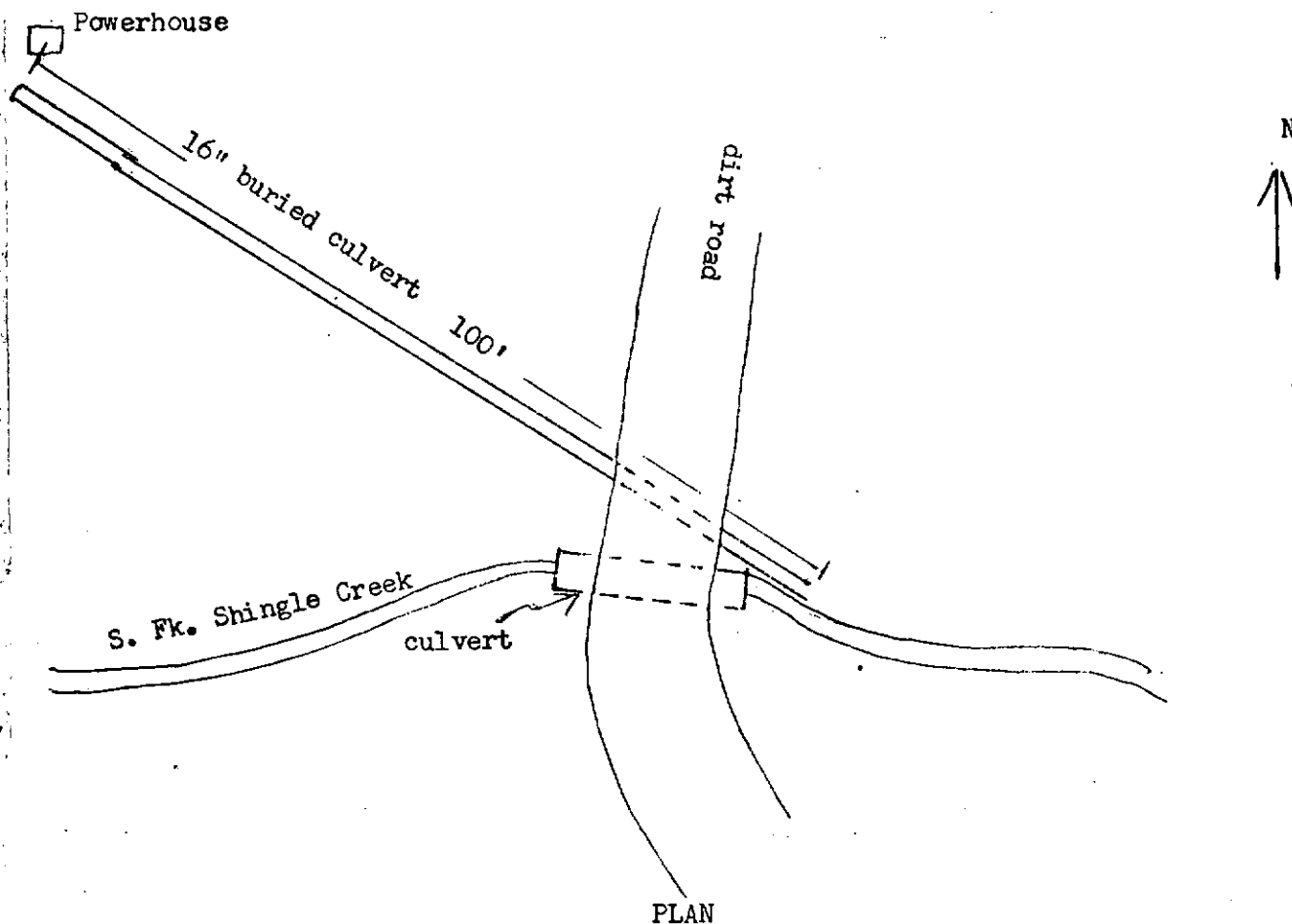
William A. Bickman
signature

Scale: 4" = 1 mile

Date: 12/80

bd

Tailrace Return to South Fork Shingle Creek



Scale: 1" = 20'

1/24/81 BD

DE VENEY, WILLIS D.

BOX 239, RIGGINS, ID 83549

Source: SHINGLE CREEK, SOUTH FORK tributary to RAPID RIVER

Date Filed: 11/20/1980

Amount: 4.44 CFS

Diversion Point: SENE Sec 02 T 23N R 01W, IDAHO Co.

Use: POWER (4.44 CFS) from 01/01 to 12/31

Place of Use: SENW Sec 01 T 23N R 01W

Diversion Means: HEADGATE & PIPE.

RECORDED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Western Region

92 South Cole Road
Boise, Idaho 83709
(208) 334-2190

DECEMBER 4, 1980

Idaho County Free Press
Box 267
Grangeville, ID 83530

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before DECEMBER 29, 1980.

Yours truly,

HELEN L. HARRINGTON
Secretary

Encl.

RECEIVED

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 92 S. Cole Road, Boise, Idaho 83709 on or before DECEMBER 29, 1980.

C. STEPHEN ALLRED

Director

Published 12/11 & 12/18/80.

MICROFILMED