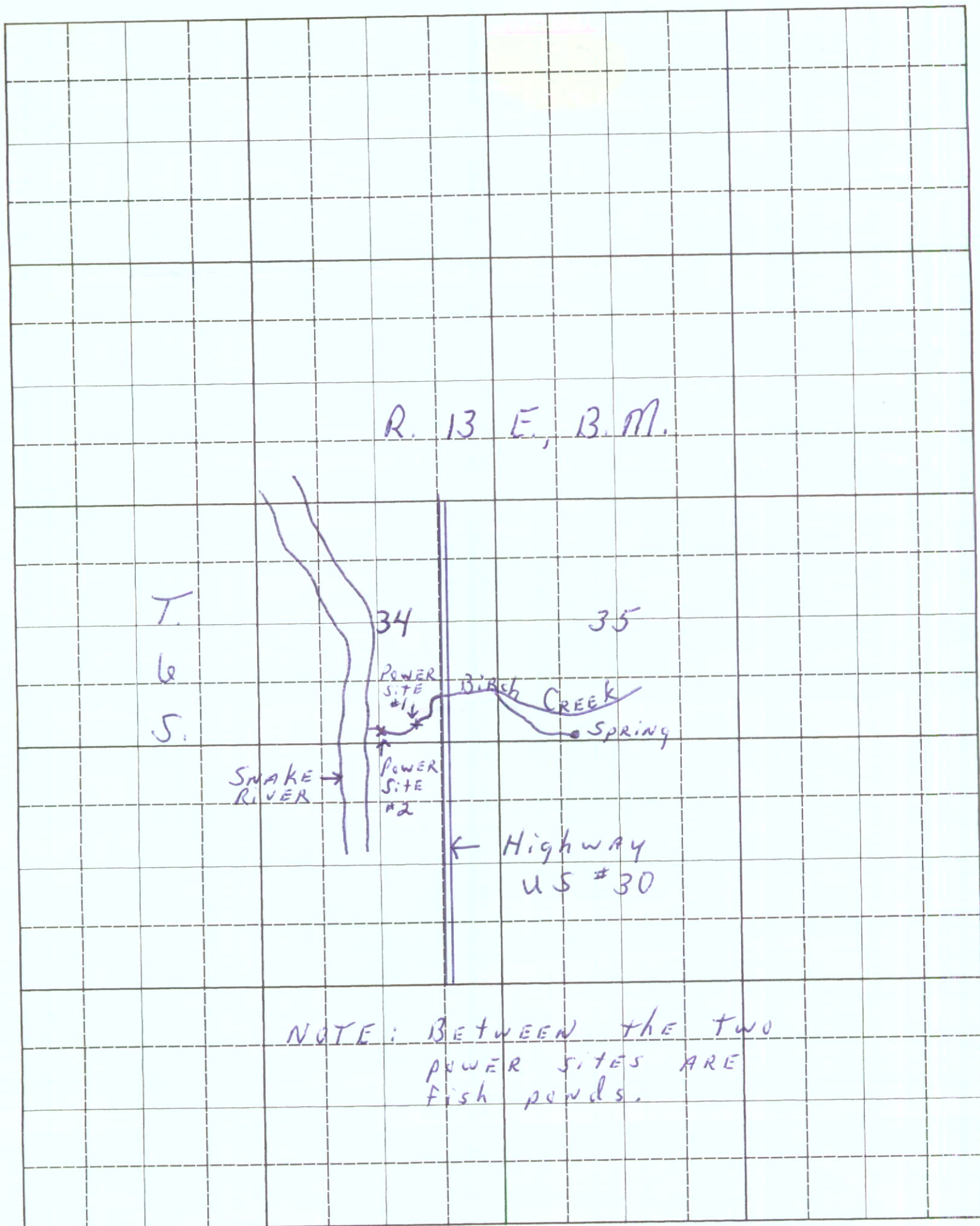


11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



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.

Ernest Jensen
(Applicant)

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Gooding } SS.

Gary Grook, being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 10 day of Feb

19 82, and the date of the last publication was on the 17

day of Feb, 19 82

Subscribed and sworn to before me this 17

day of Feb, 19 82
(SEAL)

Cindy Blum
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice	<u>36</u>
Number of Insertions	<u>2</u>
Lines tabular at	<u>1.42</u>
Lines straight at	<u>36 .32</u>
Subsequent lines at	<u>36 .21</u>
TOTAL COST	<u>19.08</u>

COPY OF NOTICE

(Paste Here)

App. for Water Right
TITLE OF NOTICE

PLAINTIFF ATTORNEY

37-7997

DEFENDANT

PLAINTIFF

Dept of Water Right

BILL TO
NO

37-7997

JENSEN, EVERAND
STAR RT. BOX 32, BLISS,
ID 83314

Source: BIRCH CREEK
tributary to SNAKE RIVER
Date Filed: 02/01/1982

Amount: 12.00 CFS

Diversion Point: LOT 04

(SWSE) SWSE Sec 34 T 06S
R 13E, GOODING Co.

Use: POWER (12.00 CFS)
from 01/01 to 12/31

Place of Use: LOT 04 Sec 34
T 06S R 13E

Diversion Means, PIPE,
TURBINE, CONCRETE
HEADWORKS

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, 1041
Blue Lakes Blvd. North,
Twin Falls, Idaho 83301 and
received on or before
MARCH 1, 1982.

A. KENNETH DUNN
Director

Pub: 2-10, 17, 1982

FEB 22 1982

NO. 2560

40183

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
JUL 12 1988

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 37-7997

1. Owner: Everand Jensen

Phone No. 837-4879

Current Address: Star Route, HC-60, Box #1270, Bliss, Idaho

2. Accompanied by: Clifton E. Jensen

EXAM. DATE: 10-22-86
837-6179 Home

Address: P.O. Box #201, Hagerman, Idaho 83332

Phone No. 837-6116 Office

Relationship to Permit Holder: SON

3. Source: Birch Creek tributary to Snake River

B. OVERLAP REVIEW

1. Other water rights with same place of use: Fish ponds between power plants
37-7174, 37-7541 ☐ Copies Attached

2. Other water rights with same point of diversion: _____
☐ 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



m.p.
2 5'
Rectangular
suppressed
Weir

MICROFILMED

Scale: 1" = _____

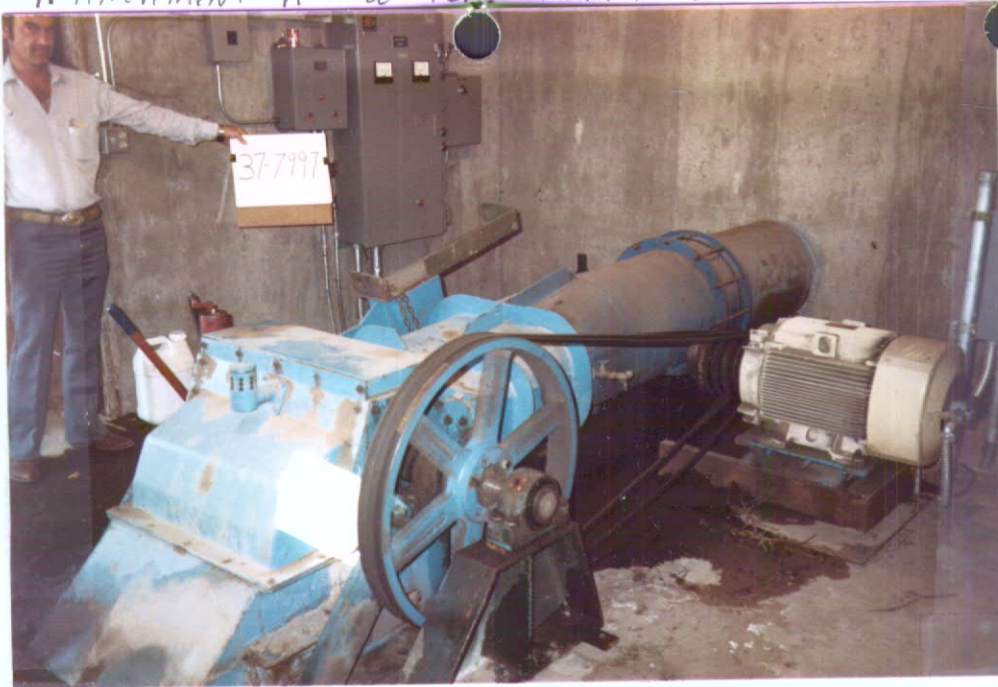
2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

- ☒ 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).

NOV 26 1990

A Hachment A to Field exam # 37-7997



Upper Power Plant



Lower Power Plant

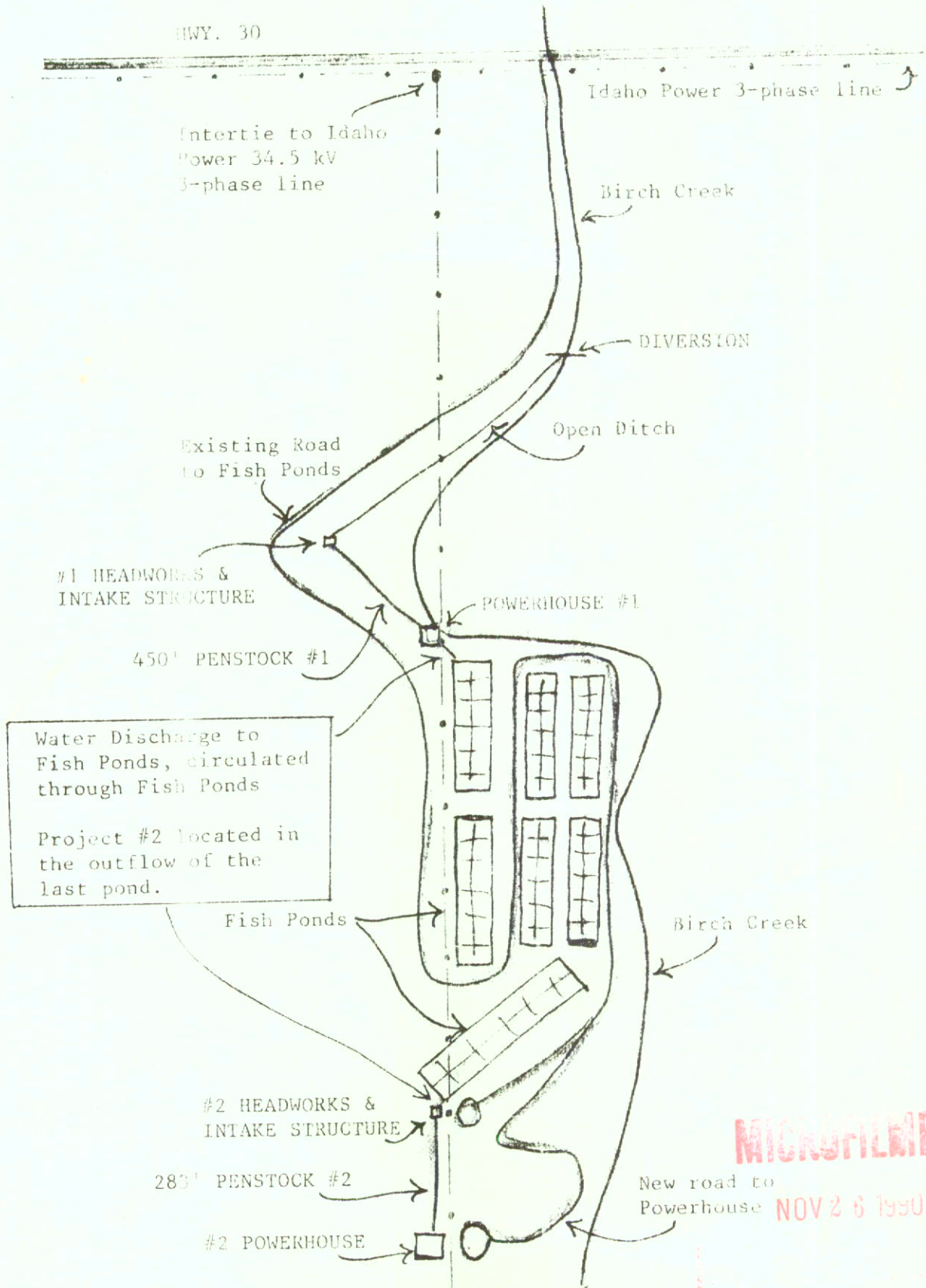


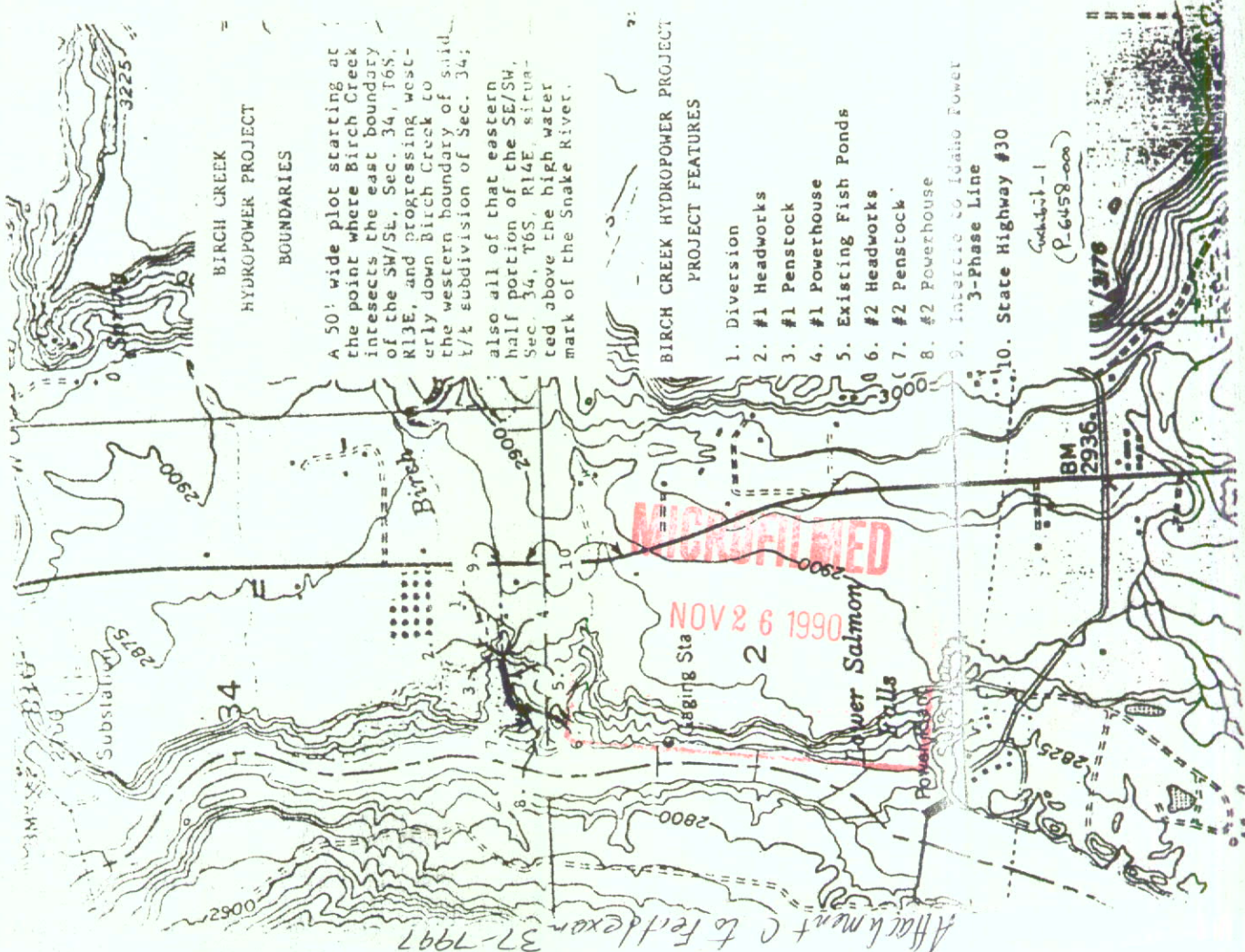
Outlet of
Lower Power Plant

INDEXED
NOV 26 1990

BIRCH CREEK
HYDROPOWER PROJECT FEATURES

← NORTH





**BIRCH CREEK
HYDROPOWER PROJECT
BOUNDARIES**

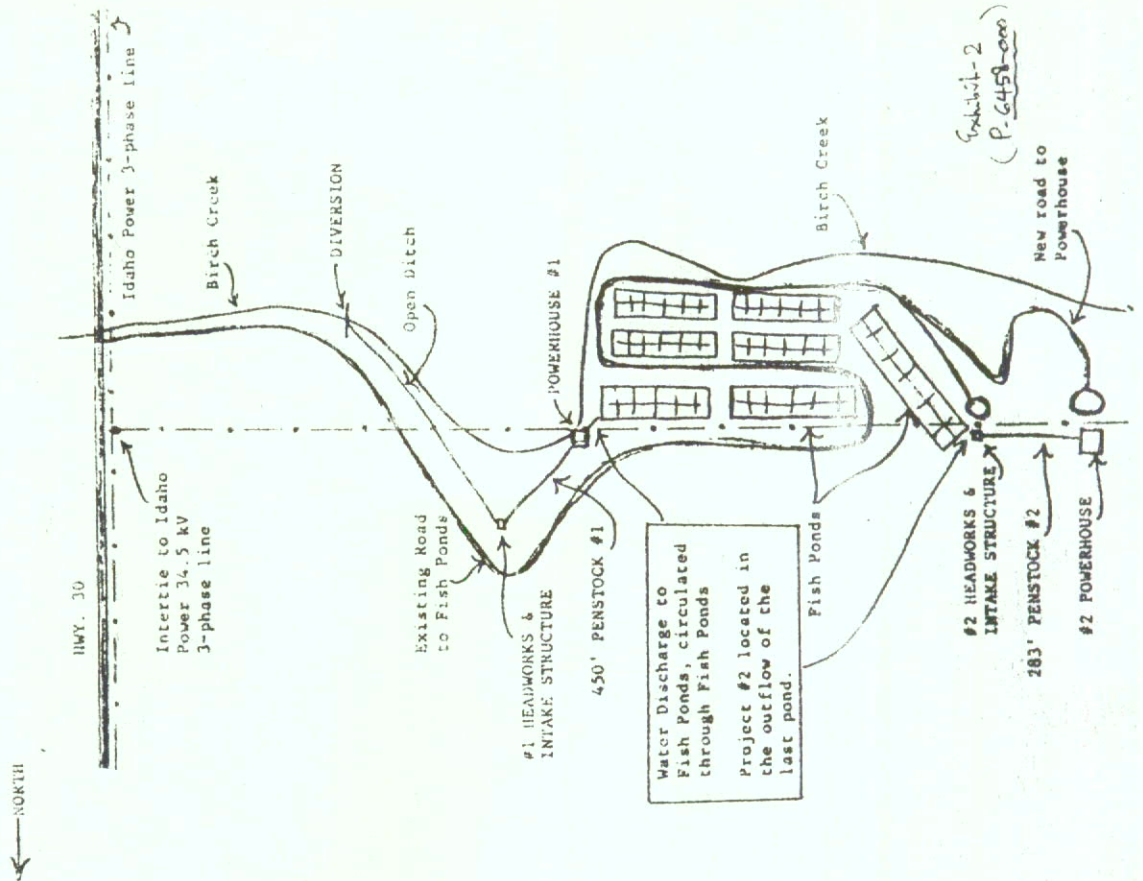
A 50' wide plot starting at the point where Birch Creek intersects the east boundary of the SW/SE, Sec. 34, T6S, R13E, and progressing west-erly down Birch Creek to the western boundary of said 1/4 subdivision of Sec. 34; also all of that eastern half portion of the SE/SW, Sec. 34, T6S, R14E, situat-ed above the high water mark of the Snake River.

**BIRCH CREEK HYDROPOWER PROJECT
PROJECT FEATURES**

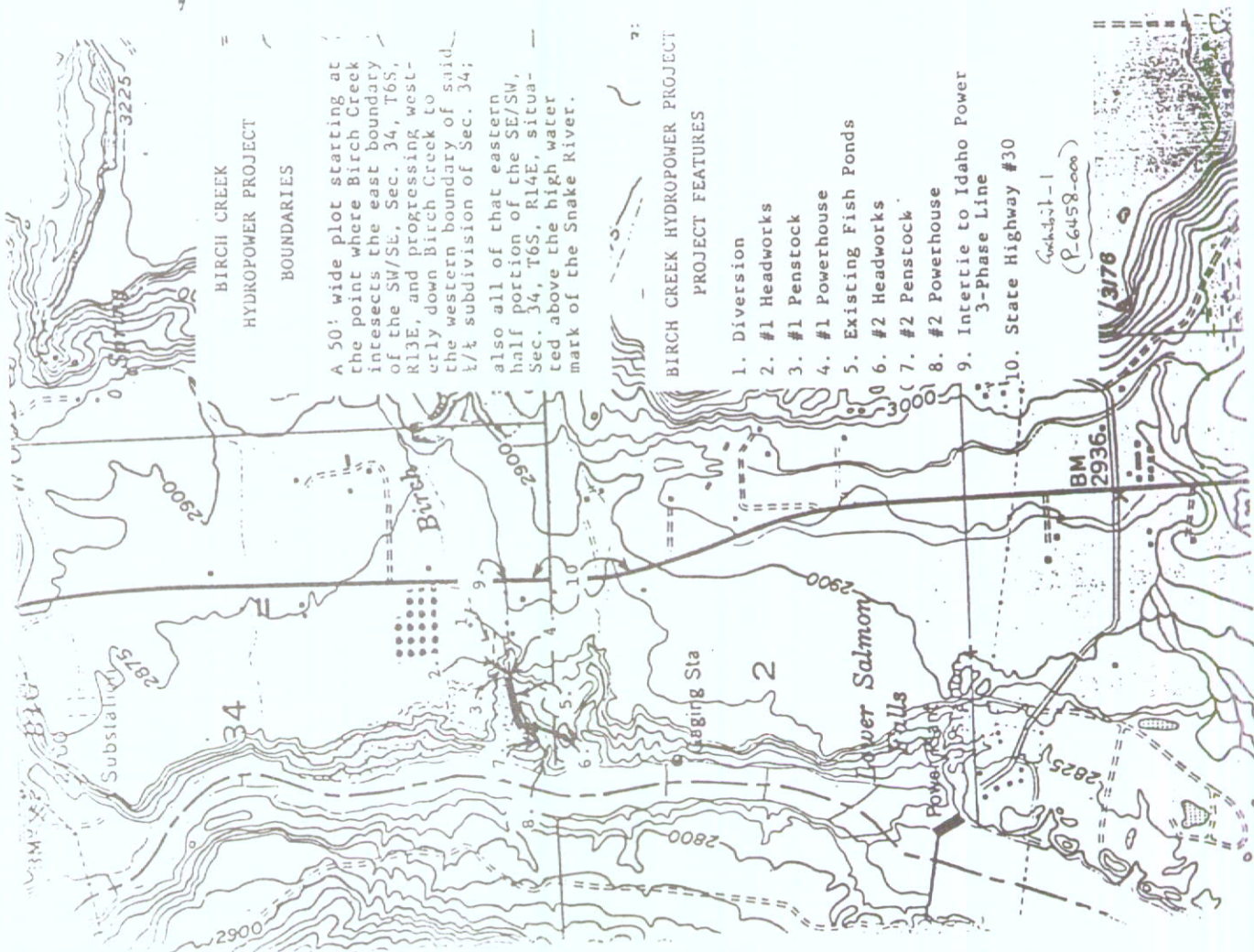
1. Diversion
2. #1 Headworks
3. #1 Penstock
4. #1 Powerhouse
5. Existing Fish Ponds
6. #2 Headworks
7. #2 Penstock
8. #2 Powerhouse
9. Intertie to Idaho Power 3-Phase Line
10. State Highway #30

Attachment 1
(P-6458-000)

**BIRCH CREEK
HYDROPOWER PROJECT FEATURES**



Attachment 2
(P-6458-000)



BIRCH CREEK HYDROPOWER PROJECT FEATURES

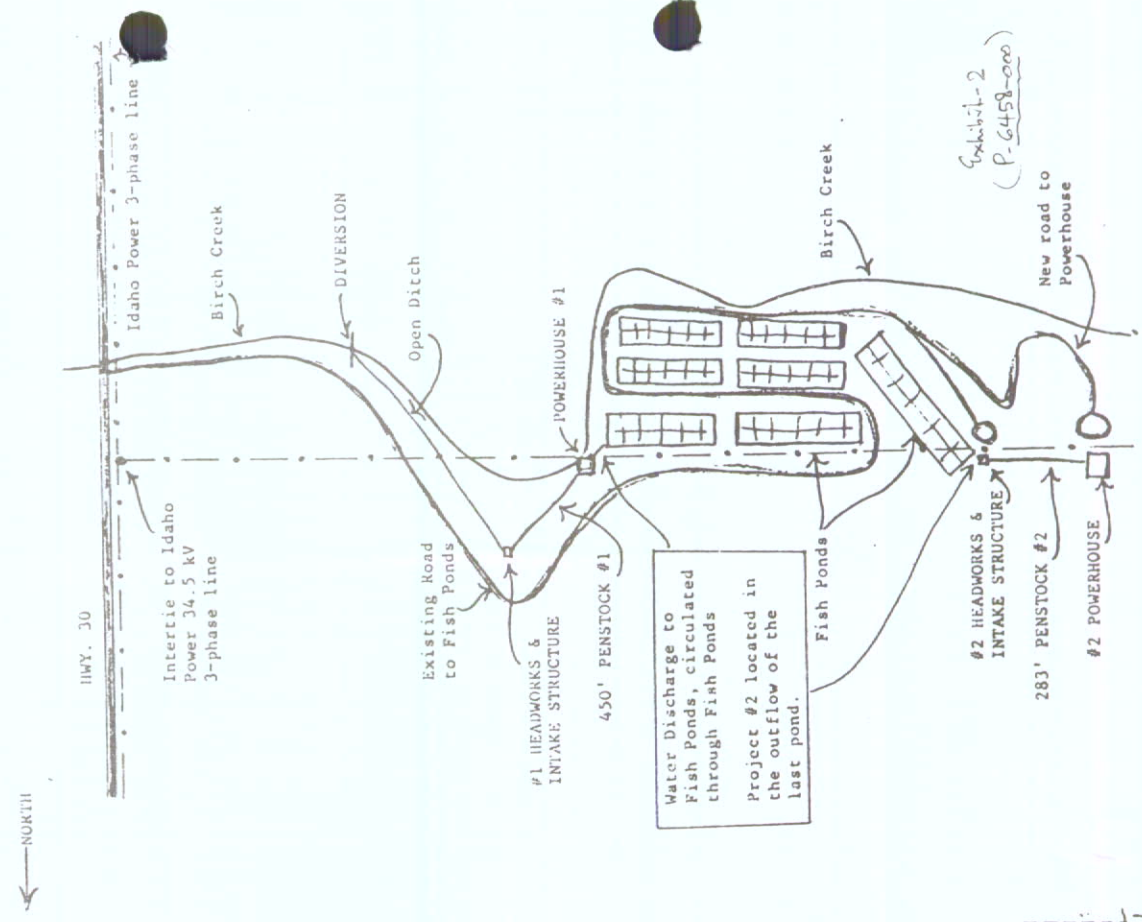
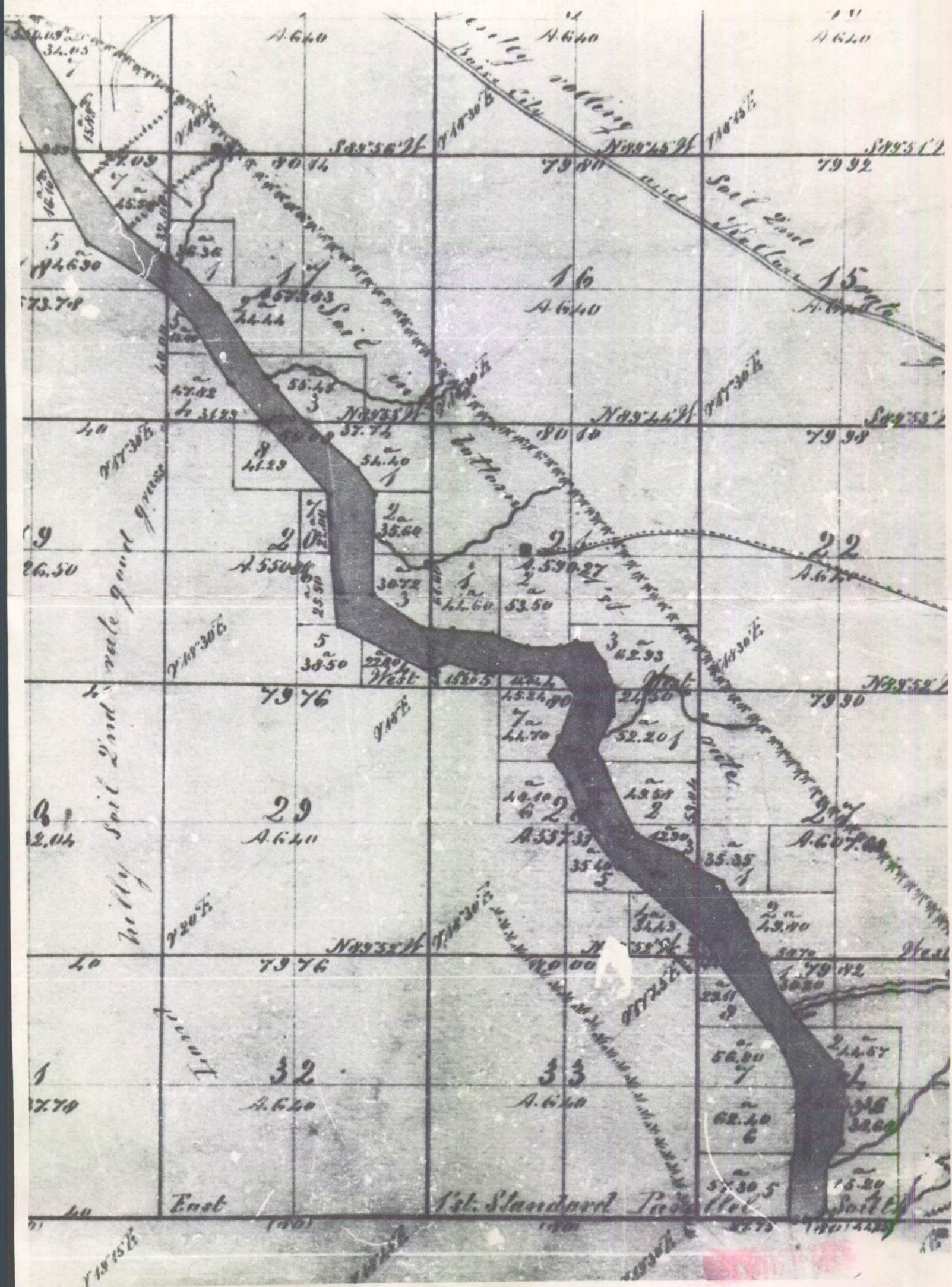


Exhibit-2
(P-6458-000)



Project No. 6450-000
Everard Jensen

NOTICE OF APPLICATION FOR EXEMPTION FOR SMALL HYDROELECTRIC
POWER PROJECT OF 5 MW OR LESS CAPACITY

September 21, 1982

Take notice that on June 23, 1982, Everard Jensen (Applicant) filed an application under Section 408 of the Federal Energy Regulatory Act of 1980 (Act), 16 U.S.C. 815, for exemption from licensing under Part I of the Federal Power Act, The proposed small hydroelectric project No. 6450 would be located on Birch Creek, a tributary of the Snake River, near Hagerman, in Gooding County, Idaho. Correspondence should be directed to the following address: Mr. Everard Jensen, Star Route, Box 32, Bliss, Idaho 83314.

Project Description: The proposed Birch Creek Hydroelectric Project would consist of: (1) a 400-foot-long concrete structure 450 feet long, 18-inch-diameter steel penstock for powerhouse No. 1; (4) a 283-foot-long, 18-inch-diameter steel penstock for powerhouse No. 2; (5) powerhouse No. 1 containing one generating unit with an installed capacity of 2.1 MW; (6) powerhouse No. 2 with an installed capacity of 2.1 MW; (7) a 0.25-mile-long, 34.5-kV transmission line. Applicant estimates that the average annual energy production would be 0.54 million kWh.

Purpose of Exemption: An exemption, if issued, gives the Applicant the right to develop, construct, and operate the project under the terms of the exemption from licensing, and protects the exemption from permit or license applicants that would seek to take or develop the project.

Agency Comments: The U.S. Fish and Wildlife Service, The National Marine Fisheries Service, and the Idaho Department of Fish and Game are requested, for the purposes set forth in Section 408 of the Act, to file within 60 days from the date of issuance of this notice appropriate comments and recommendations to the Commission concerning the project and its resources are requested; however, specific terms and conditions to be included as a condition of exemption must be clearly stated in comments and conditions agency letter(s) filed with the Commission. Comments must be filed within this time period, that agency will be presumed to

have none. Other Federal, State, and local agencies are requested to provide any comments they may have in accordance with their duties and responsibilities. To other Federal agencies for comments, please refer to the project number and project name. If an agency does not file comments within 60 days from the date of issuance of this notice, it will be presumed to have no comments. One copy of an agency's comments must also be sent to the applicant's representative.

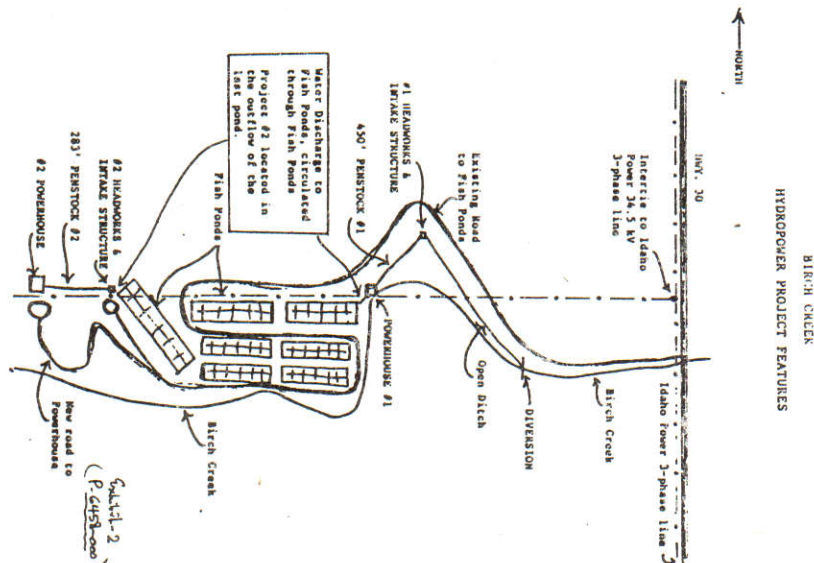
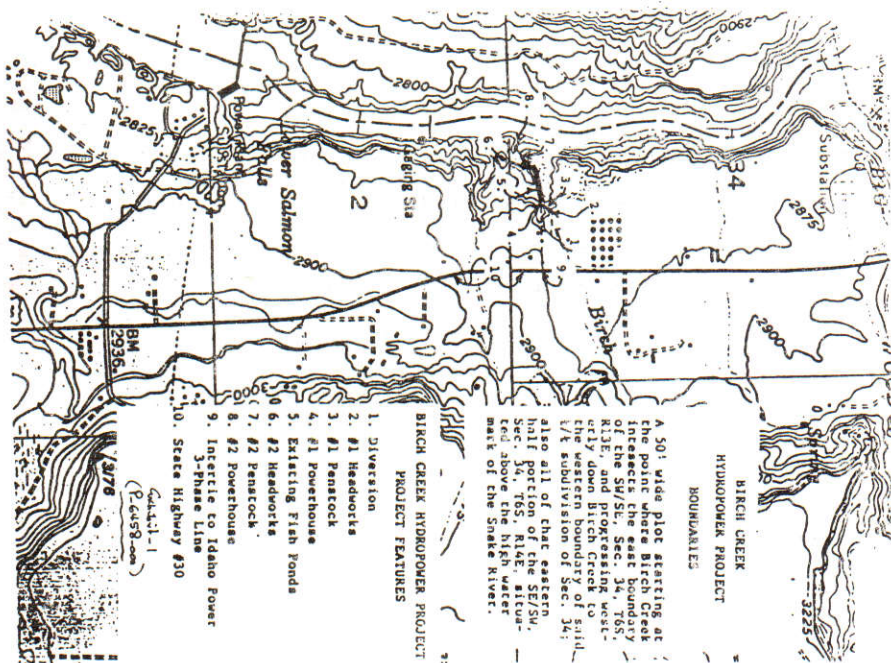
Competing Application: Any qualified licensee applicant desiring to file a competing application must file with the Commission, on or before NOV 15 1982, either the Commission, or before the project is licensed, a timely notice of intent to file a competing application. A timely notice of intent allows an interested person to file the competing license application no later than 120 days from the date that comments, protests, etc., are due. Applications for preliminary permit will not be accepted.

A notice of intent must conform with the requirements of 16 C.F.R. 14.33(b) and (c) (1980). A competing license application must conform with the requirements of 16 C.F.R. 14.33(a) and (d) (1980).

Comments, Protests, or Motions to Intervene: Anyone may file comments, a protest, or a motion to intervene in accordance with the requirements of Commission Rules 211 or 214, 16 C.F.R. 385.211 or 385.214, 47 Fed. Reg. 19025-26 (1982). In determining the appropriate action, comments filed but only those who file a motion to intervene in accordance with the Commission's Rules may become a party to the proceeding. Any comments, protests, NOV 15 1982 to intervene must be filed on or before.

Filing and Service of Responsive Documents: Any filings must bear in all capital letters the title "COMMENTS," "NOTICE OF INTENT TO FILE A COMPETING APPLICATION," "PROTEST," "MOTION TO INTERVENE," or "MOTION TO REVOKE." All documents must be filed by providing the original and three copies required by the Commission's regulations to: Kenneth F. Plumb, Secretary, Federal Energy Regulatory Commission, 825 North Capitol Street, N.E., Washington, D.C. 20426. An additional copy must be sent to the project sponsor, Everard Jensen, Federal Energy Regulatory Commission, Room 208 R8 at the above address. A copy of any notice of intent, competing application, or motion to intervene must also be served upon each representative of this notice.

Kenneth F. Plumb
Secretary



§ 4.106 Standard terms and conditions of exemption from licensing.

Any exemption from licensing granted under this subpart for a small hydroelectric power project is subject to the following standard terms and conditions:

(a) **Article 1.** The Commission reserves the right to conduct investigations under sections 4(g), 306, 307, and 311 of the Federal Power Act with respect to any acts, complaints, facts, conditions, practices, or other matters related to the construction, operation, or maintenance of the exempt project. If any term or condition of the exemption is violated, the Commission may revoke the exemption, issue a suitable order under section 4(g) of the Federal Power Act, or take appropriate action for enforcement, forfeiture, or penalties under Part III of the Federal Power Act.

(b) **Article 2.** The construction, operation, and maintenance of the exempt project must comply with any terms and conditions that any Federal or state fish and wildlife agencies have determined are appropriate to prevent loss of, or damage to, fish or wildlife resources or otherwise to carry out the purposes of the Fish and Wildlife Coordination Act, as specified in Exhibit E of the application for exemption from licensing or in the comments submitted in response to the notice of the exemption application.

(c) **Article 3.** The Commission may accept a license application by any qualified license applicant and revoke this exemption if actual construction or development of any proposed generating facilities has not begun within 18 months, or been completed within four years, from the date on which this exemption was granted. If an exemption is revoked, the Commission will not accept a subsequent application for exemption within two years of the revocation.

(d) **Article 4.** This exemption is subject to the navigation servitude of the United States if the project is located on navigable waters of the United States.

(e) **Article 5.** This exemption does not confer any right to use or occupy any Federal lands that may be necessary for the development or operation of the project. Any right to use or occupy any Federal lands for those purposes must be obtained from the administering Federal land agencies. The Commission may accept a license application by any qualified license applicant and revoke this exemption, if any necessary right to use or occupy Federal lands for those purposes has not been obtained within one year from the date on which this exemption was granted.

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 37-07997

Priority: February 3, 1982

Maximum Diversion Rate:

12.00 CFS

This is to certify, that EVERAND JENSEN

HC 60 BOX 1270

BLISS, ID 83314

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated February 1, 1982; and has submitted Proof of Beneficial Use on September 12, 1985. An examination indicates that the works have a diversion capacity of 12.670 cfs of water from:

BIRCH CREEK

tributary to SNAKE RIVER

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	12.00 CFS	

LOCATION OF POINT(S) OF DIVERSION: LOT 4(SWSE), Sec. 34, Township 06S, Range 13E
GOODING County

PLACE OF USE: POWER

TWN RGE SEC

06S 13E 34 LOT 4(SWSE)

CONDITIONS/REMARKS:

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. The diversion and use of water under this license is subject to review by the Director 35 years from the date of issuance. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.
5. The water right confirmed in this license for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this license and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this license.

MICROFILMED

NOV 26 1980

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

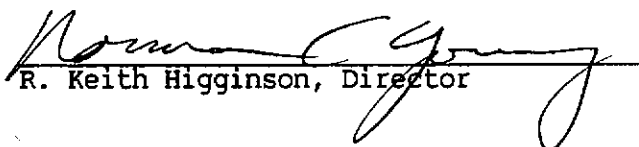
WATER RIGHT NO. 37-07997

CONDITIONS/REMARKS:

6. The maximum combined rate of diversion under this right & Rights 37-7174 & 37-7541 shall not exceed 12.67 cfs.
7. Power is generated by two plants under this right.

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 13TH day of NOVEMBER, 1990.

Acting for


R. Keith Higginson, Director

MICROFILM

NOV 26 1990

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 Everand Jensen Phone 837-4879

Post office address Star Route, Box #32, Bliss, Idaho 83314

2. Source of water supply Birch Creek which is a tributary of Snake River

3. Location of point of diversion is Lot 4 $\frac{1}{4}$ of Section 34 Township 6 South

Range 13 E., B.M. Gooding County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 12cfs for Power Generation purposes from Jan. 1st to Dec. 31st (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. 12 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Site #1 - Metal pipe to turbine from concrete headworks. Site #2 - Metal pipe to turbine from existing concrete headworks.

b. Height of storage dam _____ 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: Lot 4 $\frac{1}{4}$ of Section 34 Township 6 South

Range 13 E., B.M.

(2) Amount of power to be generated: Site #1-43 Site #2-64 horsepower under Site #1-40 Site #2-60 feet of head.

(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: _____

1

[illegible]

Total number of acres to be irrigated

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

9. a. Who owns the property at the point of diversion Everand Jensen

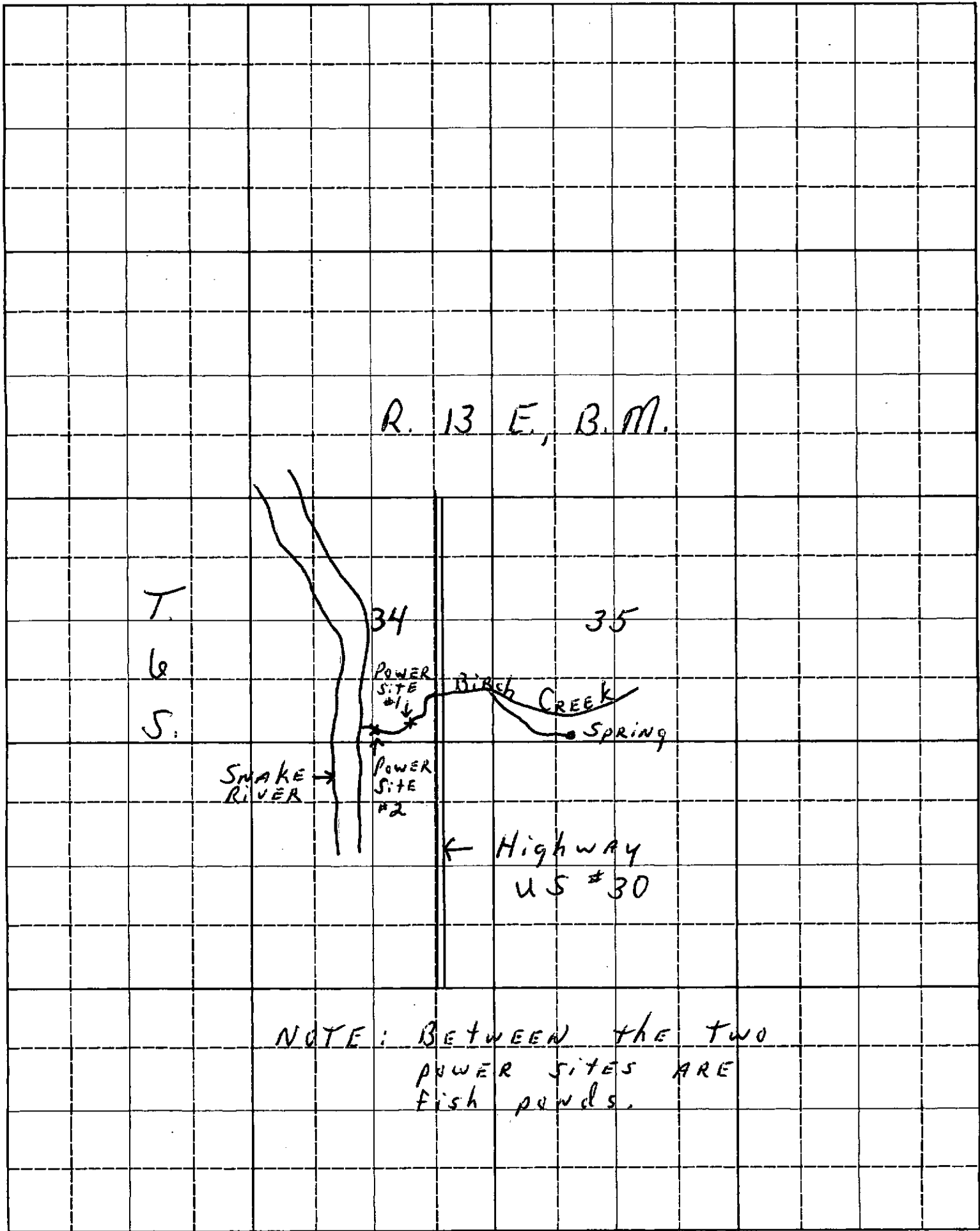
b. Who owns the land to be irrigated or place of use Everand Jensen

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

2019-2020

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.

Ernest Jensen
(Applicant)

Proposed Priority 2/1/1982

Received by TGB Date 2-1-82 Time 2:00
Preliminary check by JJ Fee \$ 265.00 # 20795
Receipted by maupa Date 2-1-82
Publication prepared by maupa Date 2/3/82
Published in Gooding County Leader
Publication dates 2/10 + 2/17/82
Publication approved maupa Date 2/17/82
Protests filed by: None

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by ADM RC

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. 37-7997, 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 August 1, 19 87.
- 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: Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.

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

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 project shall be operated in a manner that will not conflict or interfere with the future diversion of water for irrigation or other beneficial consumption.

Witness my hand this 23rd day of August, 1982.

J. Glen Saylor
Chief, Operations Bureau

DER

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
AFFIDAVIT FOR WATER RIGHTS TO BE USED
FOR POWER PURPOSES

RECEIVED

FEB 8 1982

A. Establishment of Residency: (Complete either 1, or 2).

1. Individual Applicant or Individual Members of a Partnership:

I, EVERAND JENSEN of BLISS,
(name) (city)

county of GOODING, State of Idaho, being duly sworn, do
hereby certify that I am a bona fide resident of the State of Idaho.

2. Corporation:

I, _____ of _____,
(name) (city)

County of _____, State of Idaho, being duly sworn, depose
and say: That I am the designated registered agent of the _____

_____ : that as such I am in charge of the registered
(name of corporation)

office of the said corporation as required by Section 30-1-12, Idaho Code, at
_____ Idaho, wherein are kept the corporate records required
(city)

by Section 30-1-52, Idaho Code: and that _____
(name of corporation)

is a corporation qualified to do business in the State of Idaho under the laws of
the State of Idaho.

B. Ownership of Facilities: (To be completed for hydropower projects only)

The hydropower facility to be developed pursuant to the attached Application for
Permit:

- (check one)
- ☒ Will not utilize existing man-made irrigation facilities such as a dam or a canal.
- ☐ Will utilize existing man-made irrigation facilities such as a dam or a canal, and permission of the owner is documented in an affidavit attached hereto.
- ☐ Will utilize existing man-made irrigation facilities such as a dam or a canal and the owner of the facilities is the signee of this affidavit.

State of Idaho)
County of Gooding) ss.

Everand Jensen
Applicant

On this 2nd day of February, 19 82, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged
to me that he (she) (they) executed the same.

R. D. Hagerman
Notary Public residing at
Hagerman, Idaho

My commission expires:

8-23-82

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Gooding. } SS.

Gary Grob being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 10 day of Feb

19 82, and the date of the last publication was on the 17

day of Feb 19 82

Subscribed and sworn to before me this 17

day of Feb, 19 82
(SEAL)

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice	<u>36</u>
Number of Insertions	<u>2</u>
Lines tabular at <u>142</u>	<u>315c</u>
Lines straight at <u>36</u>	<u>11.52</u>
Subsequent lines at <u>36</u>	<u>7.56</u>
TOTAL COST	<u>19.08</u>

COPY OF NOTICE

(Paste Here)

App. for Water Right
TITLE OF NOTICE

PLAINTIFF ATTORNEY

37-7997

DEFENDANT

PLAINTIFF

Dept. of Water
BILL TO
NO

37-7997

JENSEN, EVERAND
STAR RT. BOX 32, BLISS,
ID 83314

Source: BIRCH CREEK
tributary to SNAKE RIVER

Date Filed: 02/01/1982

Amount: 12.00 CFS

Diversion Point: LOT 04

(SWSE) SWSE Sec 34 T 06S
R 13E, GOODING Co.

Use: POWER (12.00 CFS)

from 01/01 to 12/31

Place of Use: LOT 04 Sec 34
T 06S R 13E

Diversion Means, PIPE,
TURBINE, CONCRETE
HEADWORKS

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, 1041
Blue Lakes Blvd. North,
Twin Falls, Idaho 83301 and
received on or before
MARCH 1, 1982.

A. KENNETH DUNN
Director

Pub: 2-10, 17, 1982

FEB 10 1982

Department of Water Resources
N. 2500

40183

APPROVED PER COMMISSION
ORDER NO. 24682.

Myrna J. Walters
MYRNA J. WALTERS
COMMISSION SECRETARY

RECEIVED

APR 16 2001

Department of Water Resources

Facility No. 31214058
Project: Birch Creek Trout

37-07997

FIRST AMENDMENT TO THE
POWER SALES AGREEMENT

THIS FIRST AMENDMENT made as of this 22nd day of December 1992, is to that certain Power Sales Agreement ("Agreement") dated as of July 1, 1983, between Clifton E Jensen ("Seller"), and Idaho Power Company ("Idaho"), hereinafter sometimes referred to as "Parties", for Seller's small hydroelectric project ("Facility").

WITNESSETH:

WHEREAS, the Agreement was approved by the Idaho Public Utilities Commission ("Commission") on September 23, 1983 per Order No. 15746; and

WHEREAS, during March 1984, Idaho notified the Seller that the project would "no longer be required to notify the Twin Falls dispatch facility of each end-of-month kilowatt hour meter reading as previously required by paragraph 12.6 & D9.1 of our contract"; and

WHEREAS, during March 1986, Idaho asked for, and was granted by the Seller permission to standardize the project metering by compensating for losses through an accounting procedure rather than by mechanically adjusting the meter; and

WHEREAS, during January 1988, Idaho found it necessary to increase the size of the three transformers serving the project resulting in an increase in the total cost of Special Facilities and concomitant monthly operation & maintenance charges; and

WHEREAS, the Parties desire to formalize the above changes and to embody various other miscellaneous changes which have taken place since the Agreement was first signed.

NOW THEREFORE, the Parties have agreed as follows:

1. Paragraph 6.2 - 400,000 kilowatt-hours per year is changed to 284,700 kWh/year.

2. Paragraph 7.4 - The sentence starting at the bottom of Page 7 of the Agreement which reads "Any such repayment shall commence upon expiration of the Initial Period, shall be prorated over the five (5) years following the end of the Initial Period, and shall be offset against the payments for Energy and Capacity as required by paragraphs 7.1 and 7.2." is deleted in its entirety. The following is substituted in its place: "Seller shall refund to Idaho Power the accumulated difference as a single payment of \$45,624.78 no later than 45 days after the end of the Initial Period.
3. Paragraph 12.6 - is deleted in its entirety.
4. ARTICLE XXV: NOTICES - following "To Idaho:"
Vice President, Power Operations is changed to Vice President, Power Supply.
1220 Idaho Street is deleted.
5. Paragraph B-6 METERING - The sentence "An adjustment will be made to the meter readings to compensate for losses from the meter to the 7200 volt bushings of the transformers." is deleted in its entirety.
6. Paragraph B-10 COSTS
In the first line - \$9,071.00 is changed to \$9,667.00.
In the fourth line - \$18,036 is changed to \$18,632.
7. The following paragraph is added:

B-12 LOSSES

Losses shall be 1.98% of metered energy.
8. Paragraph D-9.1 GENERATION SCHEDULING AND REPORTING
In the first sentence "...and he shall, within the period, notify the Designated Dispatch Facility of the meter reading." is deleted.
9. Paragraph D-9.3 - The wording of this paragraph is deleted in its entirety and the following substituted in its place: The written record of the end-of-month meter reading on the Monthly Power Production Switching Report, subject to

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subsequent review and correction by Idaho, will be the basis of payment for energy purchased by Idaho Power from the Seller. An adjustment in the kWhs delivered will be made to compensate for the losses in B-12.

10. The following paragraph is added:

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

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

11. The following is added:

APPENDIX E

SCHEDULE OF REQUIRED LICENSES AND PERMITS

1. Evidence of compliance with Part 1 of the Federal Power Act. Acceptable evidence of compliance will be an Order from FERC: (1) issuing a valid license for the Facility, or (2) validly exempting the Facility from licensing.
2. Approved Application for Permit to appropriate water for power production purposes issued by the Idaho Department of Water Resources.
3. Evidence of compliance with Subpart B of 18 CFR §292.207.(a).

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

IDAHO POWER COMPANY

By 
Jan B Packwood
Vice President, Power Supply

Date 12/22/92

By 
Clifton E Jensen

Date 12 - 17 - 92

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Approved according to
Commission Order No. 15746

Myrna J. Walters
Myrna J. Walters
Commission Secretary

POWER SALES AGREEMENT

THIS AGREEMENT, entered into on this 1st day of July, 1983, is between CLIFTON E JENSEN, (Seller), and IDAHO POWER COMPANY, a corporation, (Idaho).

W I T N E S S E T H:

WHEREAS, Seller owns or will own and operate a 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 attached hereto, the following terms shall have the following meanings:

1.1 "Capacity" - The ability of the Facility to generate and deliver electric power, expressed in kilowatts ("kw"), to the Point of Delivery.

1.2 "Capacity Price" - The price in \$/kw-year set forth in Appendix A.

1.3 "Capacity Sale Increase" - An upward adjustment to the Capacity purchased by Idaho and the payment due Seller for Capacity. Such adjustment will be computed in accordance with Appendix C.

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1.4 "Capacity Sale Reduction" - A downward adjustment to the Capacity purchased by Idaho and the payment due Seller for Capacity. Such adjustment will be computed in accordance with Appendix C.

1.5 "Commission" - The Idaho Public Utilities Commission.

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

1.7 "Designated Dispatch Facility" - Idaho's Boise Bench dispatching center. The Designated Dispatch Facility for this Facility is specified in Appendix B.

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

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

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

1.11 "First Energy Date" - The date at which time Seller has been interconnected with Idaho's system and delivers the first kilowatt-hour of energy to Idaho for purposes of demonstrating to Idaho the facility's degree of completion and reliability.

1.12 "Initial Period" - That part of the Term of this Agreement commencing with the Operation Date and ending exactly eight (8) years from that date.

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

1.14 "Operation Date" - The day commencing at 0001 hours, following the day during which all features and equipment of the Facility have reached a degree of completion and reliability, such that they are capable of operating simultaneously to deliver power continuously into Idaho's system.

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

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

1.17 "Scheduled Operation Date" - The date selected in Appendix B in which Seller anticipates achieving the above-defined Operation Date.

1.18 "Special Facilities" - Those parts of the Interconnection Facilities furnished by Idaho at Seller's request and those additions and alterations to Idaho's system which are reasonably required by Prudent Electrical Practices, the National Electric Safety Code as modified from time to time, and any other applicable local, state, and federal courts.

1.19 "Unit Avoided Energy Cost" - The sum of the variable costs associated with the specific generating unit or project designated by the

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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: NO RELIANCE ON IDAHO

2.1 Seller warrants and represents to Idaho that in entering into this Agreement and the undertaking by Seller of the obligation set forth herein, Seller has investigated and determined that it is capable of performing hereunder and has not relied upon the advice, experience or expertise of Idaho in connection with the transactions contemplated by this Agreement.

2.1.1 All professionals or experts including, but not limited to, engineers, attorneys or accountants, that Seller may have consulted or relied on in undertaking the transactions contemplated by this Agreement, have been solely those of Seller.

2.2 Seller covenants that the Facility is and shall continue to be a "qualifying facility," as that term is used and defined in 18 CFR, Part 292, for the term of this Agreement. Idaho may, in its discretion, require certification by the Federal Energy Regulatory Commission of qualifying status under 18 CFR, Part 292.207.

ARTICLE III: NO WARRANTIES BY IDAHO

3.1 Any review, acceptance or failure to review Seller's design, specifications, equipment or facilities shall not be an endorsement or a confirmation by Idaho, and Idaho makes no warranties, express or implied,

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regarding any aspect of Seller's design, specifications, equipment or facilities, including but not limited to safety, durability, reliability, strength, capacity, adequacy or economic feasibility.

ARTICLE IV: CONDITIONS TO INTERCONNECTION

4.1 Prior to, and as a condition of interconnection with Idaho, Seller shall:

4.1.1 Submit proof to Idaho that all licenses, permits or approvals necessary for Seller's operations have been obtained from applicable federal, state or local authorities, including but not limited to those licenses, permit or approvals specified in Appendix E;

4.1.2 Make payment to Idaho for any and all costs of Interconnection Facilities, Disconnection Equipment and/or Special Facilities as provided for in this Agreement;

4.1.3 Submit proof to Idaho of all insurance required in Article XIII;

4.1.4 Demonstrate that the Seller's Facility has been completed and is capable of safely delivering power into Idaho's system; and

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

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

7.2 Capacity. Commencing at the Operation Date, Idaho shall pay Seller for Capacity made available to Idaho in the amount determined in accordance with Appendix A in twelve (12) equal monthly installments.

7.2.1 In the event Seller fails to provide Capacity in the amount specified in paragraph 6.2, Idaho shall be entitled to a Capacity Sale Reduction, which shall be determined in accordance with Appendix C.

7.3 Following the Initial Period, the purchase price and the methods for calculating that purchase price specified in Appendix A, as well as all other rates, terms and conditions set forth in this Agreement, will be subject to the continuing jurisdiction of the Commission and will be subject to change or revision, which change or revision may be requested by Idaho. Such change or revision shall be by order of the Commission upon a finding, supported by substantial competent evidence, that such change or revision is just, fair, reasonable, sufficient, non-preferential, and non-discriminatory. In no event will such subsequent change or revision result in Seller's receiving a purchase price higher than the purchase price that would have been paid pursuant to the rates, terms and conditions in Appendix A.

7.4 If, during the Initial Period, the Commission determines or approves new purchase prices for power generated by cogeneration or small power production facilities, which purchase prices, had they been in effect during the Initial Period, would have resulted in Idaho's paying Seller a lesser amount than Idaho paid Seller based on the rates, terms and conditions set out in Appendix A, Seller agrees to repay Idaho, without interest, the differences between the total amount paid during the Initial Period and the lesser amount which would have been paid under the revised purchase prices adopted by the Commission during the Initial Period. Any such repayment shall commence upon

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expiration of the Initial Period, shall be prorated over the five (5) years following the end of the Initial Period, and shall be offset against the payments for Energy and Capacity as required by paragraphs 7.1 and 7.2. In determining the amount of the repayment, if any, the effect of the revision shall be calculated from the effective date of the Commission Order revising the purchase price.

ARTICLE VIII: FACILITY AND INTERCONNECTION

8.1 Seller shall design, construct, install, own, operate and maintain the Facility.

8.1.1 Seller agrees to meet reasonable requirements specified by Idaho for those portions of Seller's facility and equipment generating or transmitting electrical power and for any other equipment which directly affects Idaho's system.

8.1.2 To aid in the determination of compliance with Idaho's requirements, Seller shall submit its design, specifications, and a description of the equipment to be installed and its performance data to Idaho for review.

8.2 Except as otherwise provided herein, Seller shall construct, install, own, and maintain Interconnection Facilities of the size required for Idaho to receive the Energy and Capacity designated in this Agreement. Seller will pay all costs of interconnecting the Seller's Facility with Idaho.

8.2.1 At Seller's written request, Idaho will, at Seller's expense, provide, install, own and maintain the necessary Interconnection Facilities as Special Facilities.

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ARTICLE IX: DISCONNECTION EQUIPMENT

9.1 Idaho will, at Seller's expense, provide, install, own, operate, and maintain all Disconnection Equipment. Idaho will establish the settings of Disconnection Equipment to disconnect automatically from the Facility for the protection of Idaho's system and personnel consistent with Prudent Electrical Practices. Except as otherwise required by Prudent Electrical Practices, Disconnection Equipment will be designed so that the closure of any breaker or other disconnecting device which connects the Facility to Idaho's system shall be controlled by equipment which will perform the following:

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

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

9.1.3 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.

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

9.3 Other Disconnection Equipment, including equipment which will provide Idaho's operating personnel with the ability to remotely control and monitor the status of the breaker or other disconnecting device by radio or hard-wire circuit between the Facility and the Designated Dispatch Facility may be specified by Idaho when, in Idaho's judgment, such equipment is required by

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Prudent Electrical Practices. Seller recognizes that such remote control equipment may not initially be required by Idaho, but at such time as operating and safety conditions on Idaho's system require remote control equipment, Idaho will install such remote control equipment as is reasonably necessary and Seller will pay the costs in accordance with paragraph 9.1 above.

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

ARTICLE X: METERING

10.1 Idaho shall, for the account of Seller, provide, install, and maintain meters to be located at a mutually agreed upon location to record and measure power flows to Idaho in accordance with the standards set forth in Appendix D. If necessary and 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 reasonable administration costs therefor, shall be borne by Seller, including reasonable costs incurred by Idaho for inspecting and testing such equipment at Idaho's actual cost of providing this equipment and services.

10.1.1 The point of metering shall be at the location described in Appendix B.

10.2 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.

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10.3 Idaho shall, at Seller's expense, inspect and test all meters upon their installation and at least once every two years thereafter. If requested 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 reasonable notice of the time when any inspection or test shall take place, and each party may have representatives present at the test or inspection. If a meter is found to be inaccurate or defective, it shall be adjusted, repaired, or replaced, at Idaho's expense, in order to provide accurate metering.

10.4 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:

10.4.1 the actual period during which inaccurate measurements were made, if the period can be determined, otherwise;

10.4.2 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.

ARTICLE XI: RECORDS

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

11.1.1 Either party, after reasonable notice to the other party, shall have the right to inspect and audit any or all such metering and related power production records pertaining to Seller's account.

ARTICLE XII: OPERATION, PROTECTION, AND MAINTENANCE

12.1 Seller shall operate and maintain the Facility and Seller furnished Interconnection Facilities in accordance with Appendix D, 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 others in or connected to Idaho's system, Idaho may physically interrupt the flow of energy from the Facility or take such other steps as Idaho deems appropriate.

12.2 Seller shall provide and maintain adequate protective equipment sufficient to prevent damage to the Facility.

12.3 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.

12.4 Seller agrees that in the event of and during a period of a shortage of 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

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provide requested Energy and Capacity, and shall, if necessary, delay any scheduled shutdown of the Facility.

12.5 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.

12.6 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.

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

12.8 Idaho shall not be obligated to accept, and Idaho may require Seller to curtail, interrupt or reduce deliveries of 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, provided under no circumstances shall Idaho refuse to accept Energy and Capacity on account of a strike against Idaho, a strike against an Idaho customer, or a reduced need for Energy and Capacity.

12.8.1 If Idaho requires such a curtailment, interruption or reduction of Energy and Capacity deliveries for a period that exceeds twenty days, for reasons other than an event of force majeure, Seller, from the twenty-first day of such interruption, curtailment or reduction will be deemed to be delivering Energy and Capacity at the same average rate as Seller was delivering Energy and Capacity for the 30-day period immediately preceding the curtailment, interruption or reduction. Idaho will notify Seller when the interruption, curtailment or reduction is terminated.

12.9 Seller may shut down the facility for scheduled maintenance each year for a period not to exceed thirty (30) days. Seller shall submit its proposed maintenance schedule for each calendar year on or before the preceding February 1, and Idaho shall inform Seller to the acceptability or unacceptability of the proposed date(s). In no event will Seller schedule maintenance during the months of June, July or August. 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 and capacity under paragraph 12.8.

12.10 Idaho will make a reasonable attempt to contact Seller prior to exercising its rights to curtail, interrupt or reduce deliveries from Seller. Seller understands that in the case of critical operating conditions or other emergency circumstances, no notice will be given to Seller prior to interruption, curtailment, or reduction.

12.11 In the event of a material change of circumstances or any significant remodeling of the generation and/or transmission facilities, Seller shall submit to Idaho at the completion of such change or remodeling, the

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statement of a licensed professional engineer which recertifies the matters required by paragraph 4.1.6.

ARTICLE XIII: INDEMNIFICATION AND INSURANCE

13.1 Each party shall agree to hold harmless and to indemnify the other party, its officers, agents, and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying party's construction, ownership, operation or maintenance of, or by failure of, any of such party's works or facilities used in connection with this Agreement. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.

13.2 During the term of this agreement, Seller shall secure and continuously carry:

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

- (a) include an endorsement naming Idaho as an additional insured insofar as work performed under this agreement is concerned; and
- (b) include a provision stating that such liability policies shall not be canceled or their limits of liability reduced without thirty (30) days' written notice to Idaho.

13.2.2 Valued Loss of Income Insurance covering, at a minimum, the perils of fire, extended coverage, vandalism and malicious mischief, earthquake and flood and loss arising out of accidents to boilers and/or

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pressure vessels and mechanical and electrical breakdown coverage for turbines and generators. Such policies shall:

- (a) be in amounts equal to the Accumulated Capacity Overpayments that would be owed to Idaho pursuant to paragraph 20.2;
- (b) include a provision stating that this policy shall not be canceled or the limits reduced without thirty (30) days' written notice to Idaho.
- (c) include Idaho as an additional insured and loss payee up to the amount of the capacity overpayment.

Idaho will, at least 90 days prior to the scheduled Operation Date, supply Seller with a schedule showing the yearly amounts of insurance coverage which are required under this paragraph.

It is a requirement of this contract that a certified copy of the original policies and all endorsements be furnished Idaho as soon as reasonably possible.

13.3 As required in paragraph 4.1.4 herein and annually thereafter, Seller shall furnish Idaho certificates of insurance, together with the endorsements required therein, evidencing the coverages as set forth in items 13.2.1, and 13.2.2 above. Idaho shall have the right to inspect the original policies of such insurance.

ARTICLE XIV: LAND RIGHTS

14.1 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. All documents granting such easements or rights of way shall be subject to Idaho's approval and in recordable form. If any part of the Interconnection Facilities must be installed on property owned by third parties, Seller shall procure from the owners thereof all necessary rights of way and easements for the construction, operation, maintenance and replacement of the interconnection facilities upon such property in form and substance satisfactory to Idaho. At Seller's request, Idaho shall, to the extent it is legally able, acquire such rights of way for the account of Seller.

ARTICLE XV: FORCE MAJEURE

15.1 As used in this Agreement, "an event of 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 an event of force majeure, both parties shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

15.1.1 The non-performing party shall, as soon as is reasonably possible after the occurrence of the event of force majeure, give the other party written notice describing the particulars of the occurrence.

15.1.2 The suspension of performance shall be of no greater scope and of no longer duration than is required by the event of force majeure.

15.1.3 No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should

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have been fully performed before such occurrence shall be excused as a result of such occurrence.

ARTICLE XVI: LIABILITY; DEDICATION

16.1 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 XVII: SEVERAL OBLIGATIONS

17.1 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 XVIII: WAIVER

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

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ARTICLE XIX: CHOICE OF LAWS

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

ARTICLE XX: DEFAULT AND NOTICE

20.1 In the event either party defaults in the performance of any of the terms or conditions of this Agreement, the nondefaulting party shall cause notice in writing to be given to the defaulting party, specifying the manner in which such default occurred. If the defaulting party shall fail to cure such default within the 30 days after service of such notice, then, and only then, may the nondefaulting party pursue any remedy which it may have in law or equity, including an action to terminate this Agreement, to enforce the terms of this Agreement, or to recover damages for breach thereof. This article shall not be construed as restricting in any way Idaho's rights under Article XII, or paragraph D-8 of Appendix D to immediately interrupt flows of energy from the facility to Idaho's system nor shall it be applicable to a Capacity Sale Reduction carried out in accordance with Appendix C.

20.2 In the event of the termination of this Agreement due to a default by Seller, in addition to any other damages Idaho might be entitled to recover, Seller shall refund to Idaho an amount equal to 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 capacity price had been based on the period from the Operation Date to the actual date of termination.

ARTICLE XXI: GOVERNMENTAL JURISDICTION AND AUTHORIZATION

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

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

ARTICLE XXII: SUCCESSORS AND ASSIGNS

22.1 This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, save that no assignment hereof by Seller shall become effective without the written consent of Idaho being first obtained. Such consent shall not be unreasonably withheld. This article shall not prevent a financing entity with recorded or secured rights from exercising all rights and remedies available to it under law or contract. Idaho shall have the right to be notified by the financing entity that it is exercising such rights or remedies.

ARTICLE XXIII: MODIFICATION

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

ARTICLE XXIV: TAXES

24.1 Each party agrees to pay its own federal and state taxes on its share of income attributable to the parties' performance of this agreement, and

any other tax, including any tax in the nature of an excise tax. Any kilowatt hour tax assessed by the State of Idaho shall be paid by Seller.

24.2 Each party shall pay before delinquency all ad valorem taxes and other governmental charges which if failed to be paid when due could result in a lien upon the Facility or the Interconnection Facilities.

ARTICLE XXV: NOTICES

25.1 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: Clifton E Jensen
P O Box 201
Hagerman, ID 83332

To Idaho: Vice President, Power Operations
Idaho Power Company
P O Box 70
1220 Idaho Street
Boise, Idaho 83707

ARTICLE XXVI: ADDITIONAL TERMS AND CONDITIONS

26.1 This Agreement includes the following appendices, which are attached hereto 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 Payments in the Event of Capacity Sale Reduction
- Appendix D - Standards for Interconnection and Metering
- Appendix E - Schedule of Required Licenses and Permits

26.2 Seller acknowledges that Appendix B to this Agreement has not been completed due to his recent demand that this Agreement be executed on or before July 1, 1983. The current total estimated costs under Appendix B when completed by Idaho will be approximately \$20,000. Seller further agrees that the actual cost to be set forth in Appendix B when completed by Idaho will be the cost necessary to construct and install the complete Special Facilities, and that Appendix B when completed shall become a part of this Agreement with Seller's obligation to pay to Idaho the amount set forth in said completed Appendix B in accordance with the terms and provisions of this Agreement.

ARTICLE XVII: ENTIRE AGREEMENT

27.1 This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between the parties concerning the subject matter hereof.

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

IDAHO POWER COMPANY

By *DE Barclay*
Vice President - Planning
and Resources

"Idaho"

CLIFTON E JENSEN

Clifton Jensen
"Seller"

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STATE OF IDAHO)
) ss
County of Ada)

On this 1st day of July, 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)

Kellie Eason
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss
County of Ada)

On this 1st day of July, 1983, before me, the undersigned, a Notary Public, personally appeared CLIFTON E JENSEN, personally known, who being duly sworn, did say that he is the Sec. Treasurer of Birth Creek Trout 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)

Kellie Eason
Notary Public for Idaho
Residing at: Boise, Idaho

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APPENDIX A

CALCULATION OF POWER PURCHASE PRICES

A-1 Payments to Seller under this Agreement will be 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 1.

A-1.1 Energy component. This component will be calculated by multiplying the kwh of Energy delivered and accepted by the Unit Avoided Energy Cost specified in Table 1. The Commission may, by Order, modify the Unit Avoided Energy Cost. Idaho will maintain on file with the Commission a tariff specifying the effective Unit Avoided Energy Cost.

A-1.2 Capacity component. This component will be calculated by multiplying the Capacity of the Facility as specified in Article VI, by \$350 which is the avoided capacity cost specified in Table 1 for the year in which the Operation Date is scheduled to occur. The Capacity has been determined by dividing the Energy specified in Article VI by 8,760 (total hours in a year) divided by .65.

A-1.3 The Capacity Seller has agreed to supply in Article VI, is based upon the most recent two (2) years of known water records as of the Operation Date and the anticipated net head and projected plant efficiency of the Facility.

On this basis, the Capacity for the first Contract Year has been assumed to be

50 MW C.P.P.
~~60~~ kw. During the first Contract Year, Seller will install, operate and maintain such measuring equipment and perform such engineering analysis as Idaho and Seller agree are reasonably required to permit the parties to reasonably project the Facility's long-term average energy production. Twelve months after the Operation Date, based on the measurements and analysis described above, the Seller and Idaho will review this assumed Capacity and, if

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necessary, adjust the Capacity specified in Article VI to reflect the agreed upon projection of the performance of the Facility for the balance of the term of the Agreement. Based on that adjustment, the Capacity payments made during the first Contract Year will be adjusted retroactively to reflect any underpayments or overpayments. For purposes of this Agreement, the same water records used to calculate the assumed Capacity for the first Contract Year, are agreed to be the basis upon which "normal precipitation is judged. On that basis, if Seller's failure to provide the specified Capacity is due to below-normal precipitation, such failure will not be grounds for a Capacity Sale Reduction, and above-normal precipitation shall not be grounds for a Capacity Sale Increase.

A-2 DAMAGES ARISING OUT OF PARTIES' FAILURE TO MEET SCHEDULED OPERATION DATE

A-2.1 The parties understand and agree that trust is an essential element of this agreement and it is recognized that each party is relying on the other to meet certain deadlines set forth in this agreement. It is further recognized that failure to meet such deadline by one party may cause damage to the other party.

A-2.2 If Seller has not completed construction of its Facility within eleven (11) months of the Scheduled Operation Date, such failure shall be deemed to be an event of default pursuant to Article XX.

A-2.3 Seller recognizes that Idaho is relying on Seller to begin supplying Energy and Capacity on or about the Scheduled Operation Date Seller has selected in Appendix B. Seller also recognizes that for it to achieve the Scheduled Operation Date, it must provide Idaho with the Special Facilities information, and, if Idaho is constructing the Interconnection Facilities, all transmission line routing and construction information required by Idaho so as

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to allow Idaho to estimate both the time required to install and construct the Interconnection and Special Facilities, as well as the cost thereof.

A-2.4 If Idaho has not completed such construction and installation of the Interconnection and Special Facilities at least thirty (30) days prior to the Scheduled Operation Date or a negotiated extension of said date or if by this prior 30-day date, Idaho has, without good cause, withheld written confirmation that all conditions to interconnection have been fulfilled, then after thirty (30) days' notice of default as required in Article XX, and Idaho's failure to rectify said default, Idaho will be obligated to immediately begin paying Seller the Capacity payment and that Energy payment which would be derived from the Facility for the demonstrated water flow available to the Facility for the period in question. Payment by Idaho under this default provision shall terminate on the earlier of either the First Energy Date or five days after Idaho notifies Seller it is ready to accept Energy from Seller's Facility.

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APPENDIX A
TABLE 1

IDAHO POWER COMPANY
POWER RATES

FOR

COGENERATION AND SMALL POWER PRODUCTION

AVOIDED CAPACITY COSTS
(\$/kw-year)

Operation Date	2 Years	4 Years	6 Years	8 Years	10 Years	12 Years	15 Years	20 Years	25 Years	30 Years	35 Years
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

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APPENDIX B
SPECIAL FACILITIES AND POINTS OF DELIVERY AND METERING
BIRCH CREEK TROUT COMPANY

B-1 DESCRIPTION OF FACILITY

The Seller's Facility is described as two general electric high efficiency units having a nameplate output rating of 25 KW and 40 KW, 460 volts, 3 phase, 60 hertz.

B-2 LOCATION OF FACILITY

The Facility is located in Lot No 4, in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 6S, Range 13E, Boise Meridian, Gooding County, Idaho.

B-3 SCHEDULED OPERATION DATE

The Scheduled Operation Date for the Facility is January 15, 1984.

B-4 DESIGNATED DISPATCH FACILITY

The Designated Dispatch Facility for this Facility is the Southern Division Dispatch Center located in Twin Falls, Idaho.

B-5 POINT OF DELIVERY

The Point of Delivery of Energy from the Seller to Idaho will be the 7200/12470 volt bushings of the transformer bank. The transformer bank will be a three phase bank, 277/480 volts to 7200/12470 volts, connected grounded-wye--grounded-wye, located approximately 1,000 feet from the upper generator site, and will be owned and maintained by Idaho.

B-6 METERING

The metering equipment will be on the 480 volt side of the transformer bank, and will consist of a self-contained demand meter. The meter will

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register kilowatt-hours and kilowatts of demand. An adjustment will be made to the meter readings to compensate for losses from the meter to the 7200 volt bushings of the transformers. The meter equipment, including a meter base, will be supplied, installed, owned and maintained by Idaho, with total cost of purchase, installation, operation, and maintenance, including administrative cost, to be reimbursed to Idaho by the Seller.

B-7 SPECIAL FACILITIES

The reconstruction of approximately 660 feet of existing overhead line and the installation of the three phase transformer bank will be provided by Idaho as Special Facilities. The total cost of these Special Facilities will be reimbursed to Idaho by the Seller.

B-8 REACTIVE POWER

Total Reactive Power required to be supplied by Idaho to the Seller is 19 KVAR, as provided in information by the Seller. Idaho will install and maintain facilities on its system so as to meet this requirement with total cost of installation to be reimbursed to Idaho by the Seller.

B-9 INTERCONNECTION EQUIPMENT

Interconnection Equipment is required to insure that the Seller's Facility will be disconnected from Idaho's system in the event of a disturbance on either Idaho's system or the Seller's Facility. This equipment is for the protection of Idaho's equipment only. Idaho will supply and install two safety switches and a cabinet containing a circuit breaker, relays, and associated wiring and logic. Seller will install all wiring and conduit necessary for the operation of the interconnection equipment. Seller will also supply and install all conductor and conduit from the safety switch on the generator side of the interconnection panel to the generators.

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Idaho will supply details for the interconnection panel and will connect and test the equipment prior to operation of the Facility. Seller will provide drawings of the interconnection wiring for engineering approval before installation. The total cost of the Interconnection Equipment, connection and testing will be reimbursed to Idaho by the Seller.

B-10 COSTS

The total cost of Special Facilities and Metering Equipment is \$9,071. The total cost of installation of reactive power is \$140. The total cost of the Disconnecting Equipment is \$8,825. Total amount to be paid to Idaho by the Seller is \$18,036. This amount will be paid to Idaho by the Seller on or before October 12, 1983. If the Seller does not make this payment by the specified date, the cost will be subject to adjustment upon reapplication by the Seller. In addition to the installation and construction charge above, Seller will pay Idaho an operation and maintenance charge of 0.7% per month times the total amount specified above.

B-11 SALVAGE

No later than sixty (60) days after the termination or expiration of this Agreement, Idaho will prepare and forward to Seller an estimate of the remaining value of those Idaho Power furnished Interconnection Facilities described in this Appendix, less the cost of removal and transfer to Idaho's nearest warehouse, if the Interconnection Facilities will be removed. Idaho may then be invoiced by Seller for the net salvage value estimated by Idaho for the Interconnection Facilities and shall pay such amount to Seller within thirty (30) days after receipt of said invoice. Seller shall have the right to offset the invoice amount against any present or future payments due Idaho.

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APPENDIX C

C-1 ADJUSTMENT OF PAYMENTS IN THE EVENT OF CAPACITY SALE REDUCTION OR INCREASE

C-1.1 GENERAL PROVISIONS

C-1.1.1 This Appendix shall be applicable in the event there is a Capacity Sale Reduction or Capacity Sale Increase.

C-1.1.2 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 its obligation to provide Capacity during the Term of the Agreement. The parties further agree that in the event Idaho does not receive such full performance (1) Idaho shall be deemed damaged by reason thereof, (2) it would be impractical or extremely difficult to fix the actual damages to Idaho resulting therefrom, (3) the 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 a reasonable endeavor by the parties to estimate a fair compensation to Idaho the reasonable losses that would result from such reduction.

C-1.1.3 Seller shall be invoiced by Idaho for all refund payments due under this Appendix C and, if the parties are unable to agree on a payment schedule within thirty (30) days of the invoice date, the parties agree to submit the payment schedule dispute to the Commission for resolution and such resolution shall be binding on the parties.

C-1.1.4 Idaho shall have the right to offset any amount due it against any present or future payments due Seller.

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C-1.1.5 Any refunds determined to be due pursuant to this Appendix C shall bear interest until paid at the average monthly prime rate of The Idaho First National Bank.

C-2 CAPACITY SALE REDUCTION DUE TO SELLER'S FAILURE TO PERFORM

C-2.1 Except as otherwise provided in this Agreement, if Seller fails to provide the Capacity specified in Article VI, such failure shall be grounds for a Capacity Sale Reduction in accordance with the following options. Idaho in its sole discretion, will determine which option to apply.

C-2.1.1 Capacity Sale Reduction - Option 1. Idaho will immediately suspend or reduce the Capacity payments to Seller for a probationary period not to exceed twelve (12) months. The amount of the reduction or suspension will be calculated so that (1) Idaho will recover the total amount of the prior overpayments made to Seller in equal monthly amounts over the term of the probationary period. All such overpayment recoveries will be retained by Idaho, and (2) the Capacity payments during the probationary period will reflect the Capacity actually provided during the probationary period. .

C-2.1.2 If, during the probationary period, Seller meets or satisfies Idaho that it can meet its obligations to supply Capacity as specified in Article VI of this Agreement, Idaho shall, following the probationary period, reinstate the full Capacity and Capacity payment.

C-2.1.3 If Seller fails to satisfy its obligations under Article VI of this Agreement to supply full Capacity during the probationary period, Idaho will permanently derate the Capacity based on Seller's actual performance during the probationary period or terminate the Capacity purchases if no Capacity is supplied during the probationary period.

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C-2.1.4 Capacity Sale Reduction - Option 2. If at any time, based on appropriate tests, studies or prior performance, Idaho determines that Seller will be unable to provide the Capacity specified in Article VI, Idaho may immediately reduce or terminate Capacity purchases. Such reduction or termination only under this Option 2 will be in accordance with the following:

C-2.1.5 Twenty days prior to date of the proposed termination or reduction, Idaho will notify Seller pursuant to Article XV of its intention to reduce or terminate Capacity purchases and the amount of such reduction. The Notice shall state the basis of Idaho's determination to immediately reduce or terminate Capacity purchases.

C-2.1.6 If Seller disputes Idaho's determination, Seller shall, prior to the proposed date of reduction or termination, so notify Idaho, in writing, setting out the basis for its dispute of Idaho's determination.

C-2.1.7 Within five (5) days of Idaho's receipt of Seller's notice of dispute, the parties will meet to attempt to resolve the dispute.

C-2.1.8 If the parties are unable to resolve the dispute, the parties agree to submit the dispute to the Commission for resolution, and the parties agree that the decision of the Commission shall be binding on the parties.

C-2.1.9 During the pendency of the dispute, Idaho will continue to make Capacity payments to Seller, but these payments, as well as any previous capacity overpayment, shall be subject to refund based on the Commission's final decision.

C-3 CAPACITY SALE INCREASE

C-3.1 At any time during the term of this Agreement Seller may request a Capacity Sale Increase. Such request shall be in writing and shall set out the data and analysis upon which Seller bases its request for a Capacity Sale

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Increase. At Idaho's request, Seller will provide such additional data and information as may be reasonably required for Idaho to verify the information supplied by Seller. Idaho will review the information supplied and may perform such analysis as Idaho deems appropriate for purposes of verifying the information provided by Seller. If Idaho concurs that the Facility's long-term average energy production will be increased and a Capacity Sale Increase is justified, the Capacity specified in ARTICLE III will be increased accordingly. Idaho's concurrence in this regard will not be unreasonably withheld. Any Capacity Sale Increase will be limited to the incremental increase in long-term average energy production and the price to be paid for the additional Capacity will be limited to the then-current avoided capacity cost rate for the years remaining on the term of the Agreement. For example, if Seller signs a thirty-five (35) year agreement with an Operation Date of 1983 and in 1993 the parties agree that supplemental water obtained by Seller will increase the long-term average energy production of the Facility so as to justify a Capacity Sale Increase, the additional Capacity will be priced at the then-current avoided capacity cost rate for a 1993 Operation Date for a twenty-five (25) year contract.

APPENDIX D
STANDARDS FOR INTERCONNECTION AND METERING

D-1 GENERAL PROVISIONS

D-1.1 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.

D-1.2 These guidelines contain the minimum metering, interconnection, 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 Seller's 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.

D-1.3 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

D-2.1 All Seller generators larger than 20 KVA shall be three-phase generators connected to three-phase circuits unless otherwise approved by Idaho. Generators 20 KVA and smaller may be either single-phase or three-phase.

D-2.2 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

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may be required to limit the fault current contribution to Idaho's system by generator impedance, neutral grounding or other means.

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

D-2.4 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.

D-2.5 A check interlock for synchronizing of the Seller's generator is required.

D-3 METERING REQUIREMENTS

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

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

D-3.1.2 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

D-4.1 The Seller has full responsibility for the maintenance of his generating equipment and the equipment protecting the Facility. If, in the opinion of

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

D-5 SYNCHRONOUS GENERATORS

D-5.1 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.

D-5.2 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

D-6.1 Overvoltage can become a serious problem when an induction generator is isolated to a portion of a transmission or distribution system. Overvoltage relay shall be provided that will open the generator breaker in the event that the voltage reaches predetermined limits consistent with the overvoltage capability of the generator and the system. Undervoltage protection may also be required. On larger units, underfrequency and overfrequency relaying may be required.

D-6.2 Vars for excitation of the induction generator will need to be supplied from the power system or from capacitors as a component of a static Var source. The Power Sales Agreement provides for compensation to the Company for Vars supplied.

D-7 DC TO AC CONVERTERS

D-7.1 Direct current generators may be operated in parallel with Idaho system through a synchronous inverter. The inverter installation will be designed

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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

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

D-8.1.1 System emergency.

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

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

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

D-9 GENERATION SCHEDULING AND REPORTING

D-9.1 For installations under 750 KVA, the Seller shall read his generator kilowatt hour meter within the 24-hour period following 12:00 noon on the last day of each month 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.

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

D-9.3 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.

EVERAND JENSEN
HC 60 BOX 1270
BLISS, ID 83314

November 14, 1990

RE: WATER RIGHT NO. 37-07997

Dear Water Right Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:blm

Enclosure

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NOV 26 1990

LICENSING CORRESPONDENCE

10-DAY PRE-LICENSE

Signature S ____

30-DAY PRE-LICENSE

Signature S ____

15-DAY REMINDER LETTER

Signature S06

FINAL COVER LETTER

Pu

Signature S05

September 17, 1990

EVERAND JENSEN
HC 60 BOX 1270
BLISS, ID 83314

RE: PERMIT NO. 37-07997

Dear Permit Holder(s):

Enclosed is a draft copy of the license proposed to be issued on the above referenced water right.

This right is currently being reviewed by this office for licensing. The enclosed preliminary copy is subject to change upon further administrative review.

Please note that the date of priority of this right has been advanced due to late submittal of the examination fee &/or exam fee information sheet.

We ask that you review the proposed license and if you do not concur with the information, please let us know within 10 days.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

RECEIVED

NOV 20 1990

BENEFICIAL USE FIELD REPORT REVIEW

TO: FILE 37-7997

FROM: ROXANNE MC CARTHY

RE: PRIORITY ADVANCE REVIEW

DATE: 4-APR-1989

=====

This review memo is prepared to show the process for determining what elements were involved in advancement of the priority.

	<u>DATE</u>	<u>JULIAN</u>
PERMIT		
Permit priority Date:	FEBRUARY 01 1982	32
EXAM FEE NOTICE		
Exam Fee Notice Date:	APRIL 30 1986	120
Exam Fee/Info Sheet Received Date:	JULY 01 1986	182
Exam Fee or Info Due Date:	JUNE 29 1986	180
Days Late:		2 DAY(S)
NEW PRIORITY DATE		
Original Priority Date:	FEBRUARY 01 1982	32
Total Days Late:		2 DAY(S)
New Priority Date:	FEBRUARY 03 1982	34

RECEIVED

JUN 8 1986

POINT OF DIVERSION OVERLAP REVIEW

WR-NUMBER	TWP	RNG	SC	TRACT			LT	#SOURCE	#NAME
				1\4	1\4	1\4			
3707997	06S	13E	34	SW	SE		4	BIRCH CREEK	JENSEN, EVERAN
3707174								BIRCH CREEK	JENSEN, EVERAN
3707541								BIRCH CREEK	JENSEN, EVERAN
3707997	06S	13E	34	SW	SE			BIRCH CREEK	JENSEN, EVERAN

NOV 9 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Staff Analysis Sheet
for
Beneficial Use Field Report

37-7997
Permit No.

RECEIVED
JUL 12 1988

Department of Water Resources

A. Prior to Conducting the Exam, the File Contains:

- ☒ Blank Field Report Form
- ☒ Copy of Permit
- ☒ Copies of any Amendments/Orders with conditions of approval
- ☐ Computer Data Proof Report
- ☒ Copy of U.S.G.S. Quad
- ☒ Check for Government Lots. If so, make a copy of Government Plat

Check of P/D index _____ (Initial and date)

Overlap? ☐ yes ☒ no If yes: ☐ copy of exam(s) attached?
Type of Overlap? ☐ Add acres or uses to existing system
☐ Increase rate of flow or volume
☐ Other: _____

Check of P/U index _____ (Initial and date)

Overlap? ☐ yes ☒ no If yes: ☐ copy of water right(s) attached?
Type of Overlap? ☐ Increase rate of flow or volume
☐ Add P/D's
☐ Increase number of acres within tracts
☐ Other: _____

Aerial Photo

Required? ☐ yes ☒ no If yes: ☐ copy attached?

Scheduling Letter sent? _____ (Initial and date)

☐ Appointment made and telephone conversation memo attached

B. After Conducting the Exam, the File Contains:

- ☒ Fully completed and signed Field Report Form
- ☒ Photographs of Point of Diversion and Place of Use
- ☐ Corrected Computer Data Proof Report with recommended license information, and date and signature of examiner.

C. Review and Processing:

Exam Completed 10/22/86 TB (Signature of examiner and date)
Exam Reviewed by Senior Water Resource Agent ADN 3/19/88 (Initial and date)
Exam Reviewed by Manager of Regional Office 2H 7/8/88 (Initial and date)
Exam Date Entered in Computer _____ (Initial and date)
Exam sent to State Office _____ (Initial and date)
Copy of Staff Analysis Sheet sent to Manager of Regional Office and Original
Refiled in White File _____ (Initial and date)

RECEIVED

JUL 12 1988

Form 219
6/86

STATE OF IDAHO DEPARTMENT OF WATER RESOURCES BENEFICIAL USE FIELD REPORT

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 37-7997

1. Owner: Everand Jensen

Phone No. 832-4879

Current Address: Star Route, HC-60, Box #1270, Bliss, Idaho

2. Accompanied by: Clifton E. Jensen

EXAM. DATE: 10-22-86

Address: P.O. Box #201, Hagerman, IDAHO 83332

Phone No. 832-6179 Home
832-6116 Office

Relationship to Permit Holder: SON

3. Source: Birch Creek tributary to Snake River

B. OVERLAP REVIEW

1. Other water rights with same place of use: Fish ponds between power plants
37-7174, 37-7541 ☐ Copies Attached

2. Other water rights with same point of diversion: _____

☐ 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



m.p.
2.5'
Rectangular
suppressed
Weir 5'

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).

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System Description (continued)

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

Water diverted from Creek into open ditch to head works and intake structure. Then is direct into a 26" penstock which reduces to 20" before reaching #1 powerhouse. Where it flows through a Pacific Hydroworks Turbine Model # 356 12C 1624-30 Ser. # 1004 Producing 16 Amps of power turns a 40 HP GE Generating Unit Model # SKS 3248L205A. Then water discharges into fish farm flows across measuring device and into 26" penstock to lower power plant which consists of a Byron Jackson (Borg Warner) Turbine Model # 8.6 H1-S+6 Turning a 75hp US motor Generator # 9405439-034R322 338 K 2300 394 Generating 61 Amps

☐ 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

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

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
	4		SW	SE	34	6S.	13E.	Gooding	Quad shot + Govt. lot map

6. Place(s) of Use:

Indicate Method of Determination

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	13E.	34															P		
																	LOT 4		

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NOV 26 1990

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Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Rectangular Weirs	Suppressed	Home made			5'	

2. Measurements:

.52' and .53' respectively on 2 5' rect. suppressed weirs

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

$h = .52'$ $Q = 6.24 \text{ cfs}$ * From Table 9 p 261 Water Meas. Manual B.O.C.
 $h = .53'$ $Q = 6.43 \text{ cfs}$ Total = 12.67 cfs

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 *not meaningful*

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:

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NOV 26 1990

H. REMARKS AND OVERLAP REVIEW ANALYSIS

Mr. Jensen stated that the upper generating facility was not very efficient and had reliability problems and plans are to replace it in the near future

head at upper plant is 35' 15-18 KW/hr 16 Ams
head at lower plant is 56' 45 KW/hr 16 Ams

Plants operate at 440 volts

Plants produce 400,000 KW/yr

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Power	1/1	12/31	12.0	N/A
Totals:			12.0	

2. Recommended Amendments

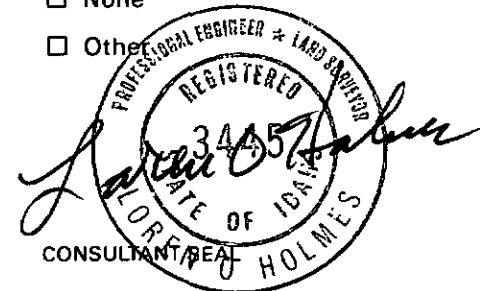
- ☐ Change P.D. as reflected above ☐ Add P.D. as reflected above
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above

☒ None

☐ Other

J. AUTHENTICATION

Field Examiner's Name TERRY BLAN
Signature Terry Blau
Certification Date 5/15/87
Field Report Preparation Date 2/19/88



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

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NOV 26 1990

A Hatchment A to Field exam # 37-7997



Upper Power Plant



Lower Power Plant



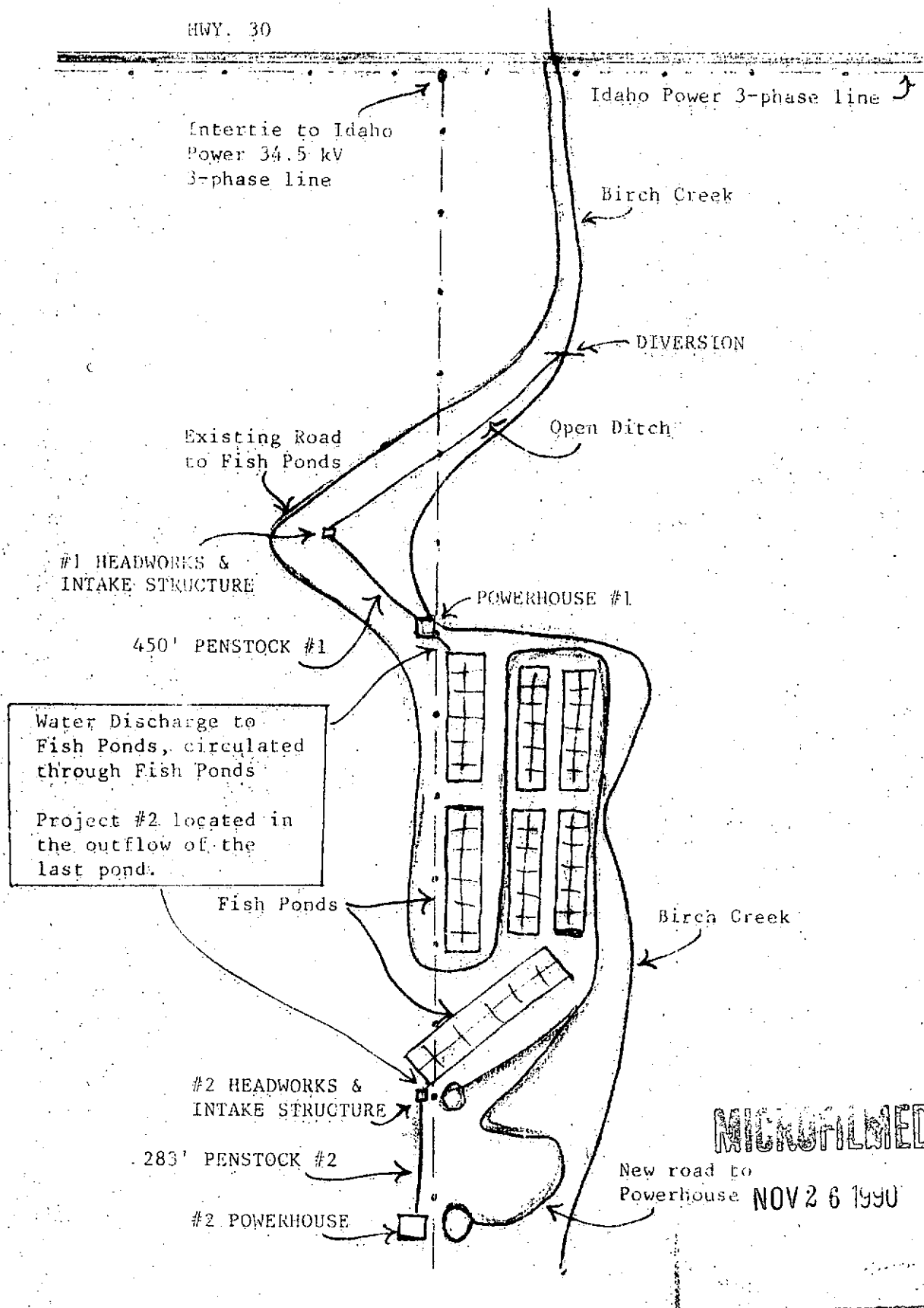
Outlet of
Lower Power Plant

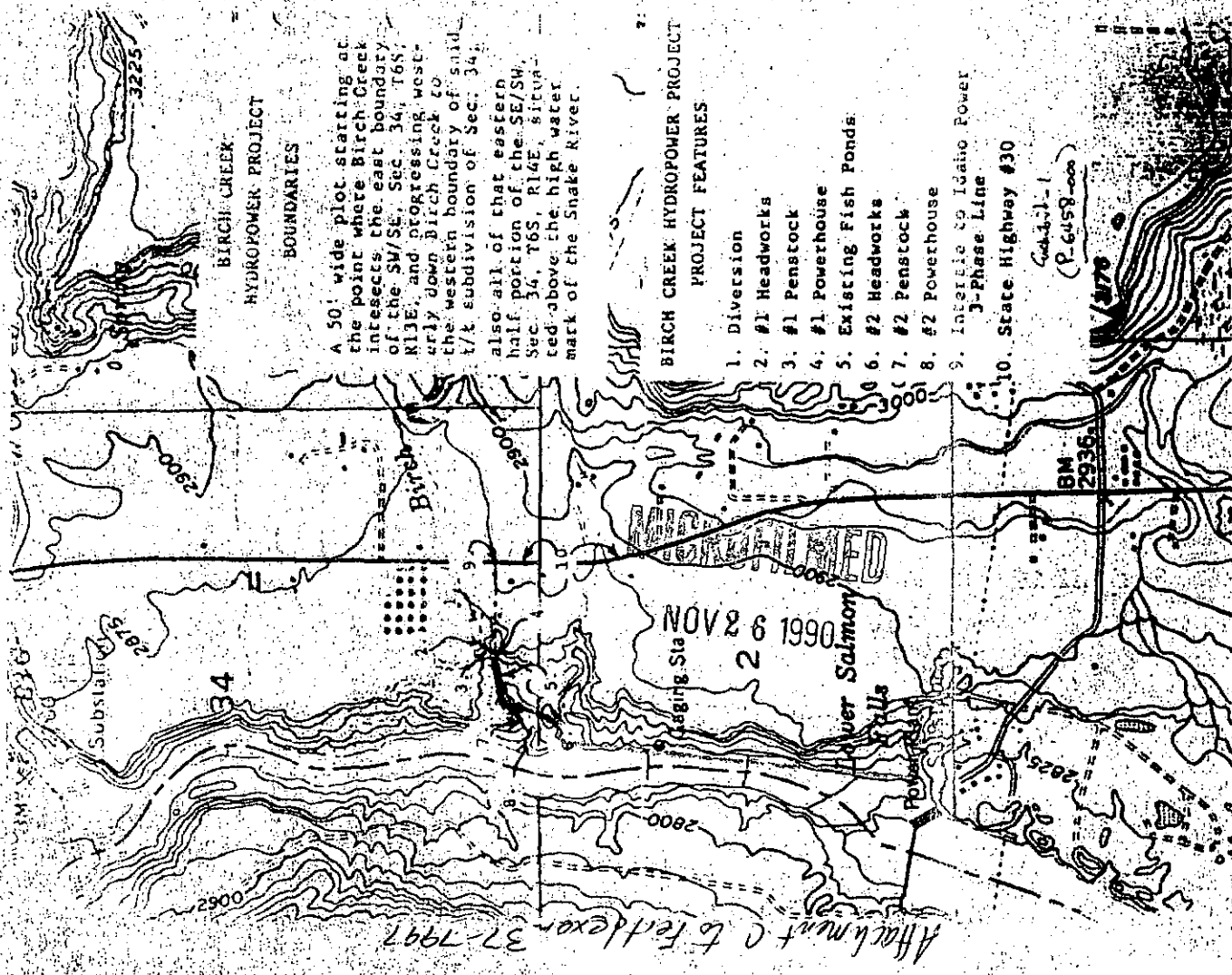
UNRECORDED

NOV 26 1950

BIRCH CREEK
HYDROPOWER PROJECT FEATURES

NORTH





BIRCH CREEK HYDROPOWER PROJECT BOUNDARIES

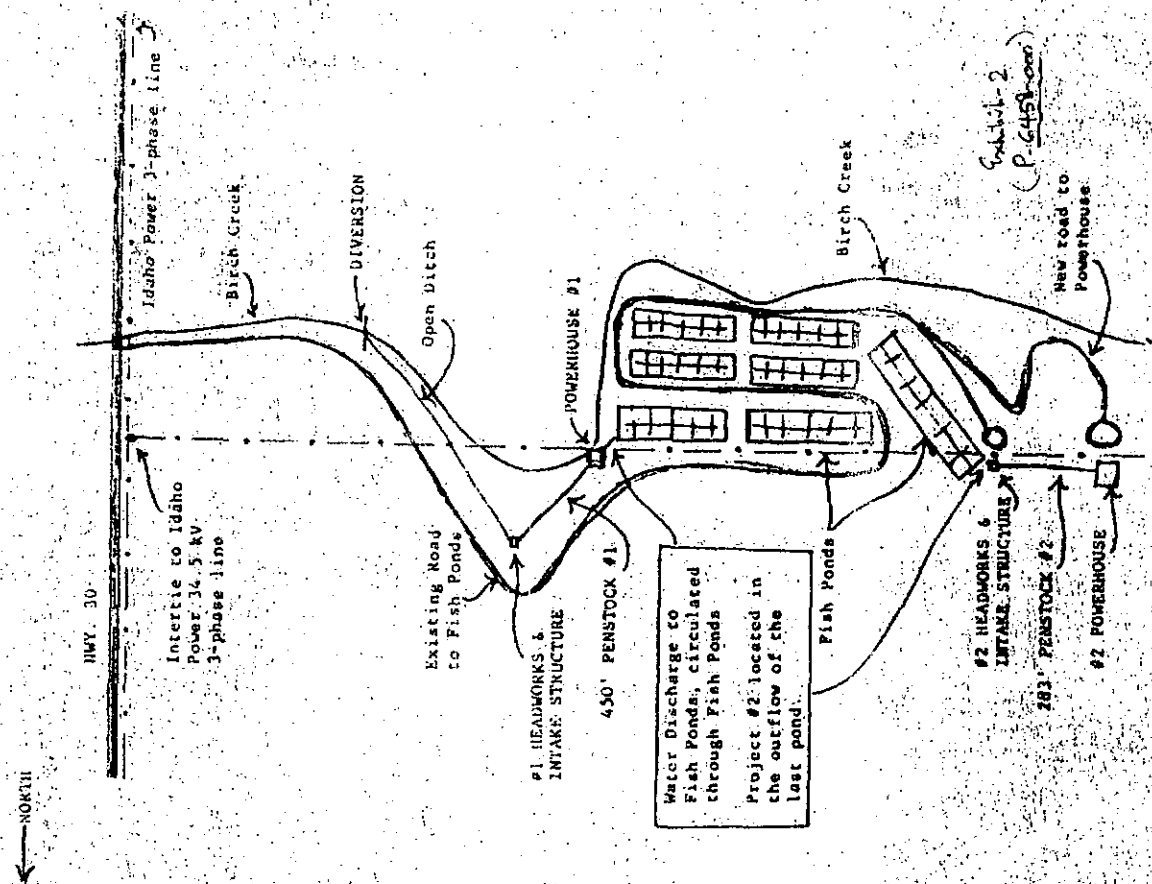
A 50' wide plot starting at the point where Birch Creek intersects the east boundary of the SW/SE, Sec. 34, T6S, R13E, and progressing west-erly down Birch Creek to the western boundary of said 1/4 subdivision of Sec. 34, also all of that eastern half portion of the SE/SW, Sec. 34, T6S, R14E, situa-ted above the high water mark of the Snake River.

BIRCH CREEK HYDROPOWER PROJECT PROJECT FEATURES

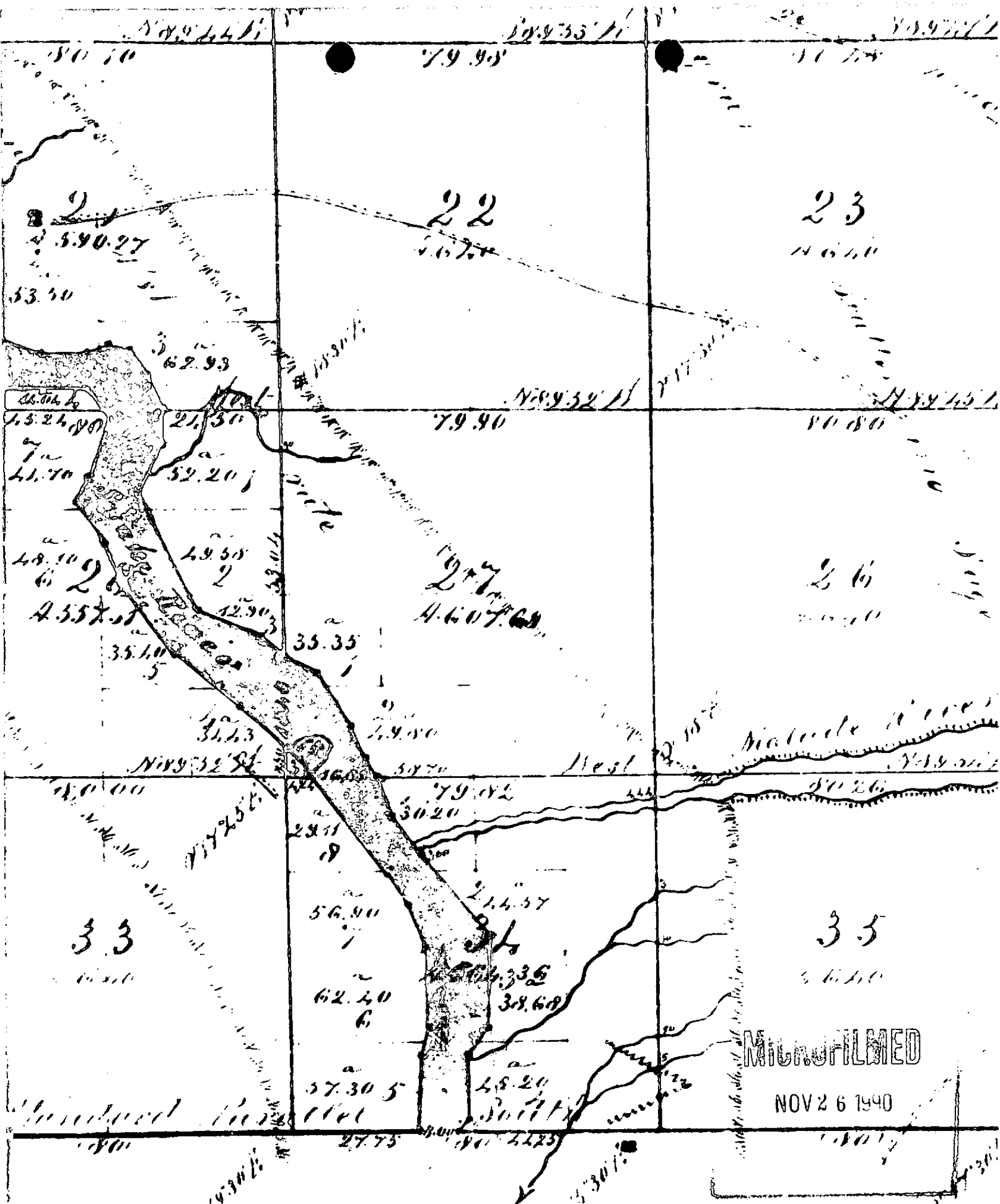
1. Diversion
2. #1 Headworks
3. #1 Penstock
4. #1 Powerhouse
5. Existing Fish Ponds
6. #2 Headworks
7. #2 Penstock
8. #2 Powerhouse
9. Intertie to Idaho Power 3-Phase Line
10. State Highway #30

64431-1
(P. 6458-000)

BIRCH CREEK HYDROPOWER PROJECT FEATURES



64431-2
(P. 6458-000)



Attachment D to Field Exam 37-7997

When charged is the

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
COMMENCEMENT OF WORKS

Permit No. 37-7997

Name(s) of Permit Holder(s): EVERAND JENSEN

Post Office Address: Star Route, Box #32, Bliss, Idaho
83314

Tel. No. 837-4879

- ☒ I hereby certify that construction of diversion works for the above referenced permit began on June 23, 1983 (date) and 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.

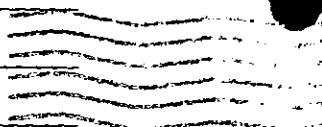
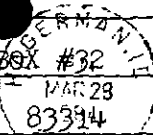
3-27-84
Date

Everand Jensen
Signature of Permit Holder

EVERAND JEN

STAR ROUTE, BOX #32

BLISS, IDAHO 83314



RECEIVED

MAR 29 1984



MICROFILMED

NOV 26 1990

IDAHO DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

RECEIVED

4/88L 1 1986

Department of Water Resources
Sawtooth District Office

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

EXAMINATION FEE INFORMATION

For Office Use Only

Fee Received 375.00

Date 7/1/86

Receipt # 38602

Receipt by M. Baldwin

Sent to S.O. 7/1/86

RECEIVED

JUL 9 1986

1. Permit No. 37-7997

ONE OF THE FOLLOWING BOXES SHOULD BE MARKED TO DESIGNATE YOUR CHOICE:

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

2. Permit Holder: Everand Jensen

3. Post Office Address: Star Route, HC-60, Box #1270, Bliss, Idaho 83314

Telephone No. 837-4879

4. Source of Water: Birch Creek

5. Extent of Use:

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

Irrigation _____ (acres) Other/Remark Power Generation

6. Total rate &/or volume for which proof is submitted 12 cfs _____ acre-feet

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

November 10, 1984

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

Clifton E. Jensen (Name)

P. O. Box #201, Hagerman, Idaho 83332 (Address)

208-837-6179 Home
208-837-6116 Office
(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.)

6-30-86
Date

Everand Jensen - Owner
Signature of Permit Holder (and title, if appropriate)



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

37-7997
JENSEN, EVERAND
STAR RT. BOX 32
BLISS, ID 83314

Mailing address:
Statehouse
Boise, Idaho 83720

138759

April 30, 1986

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.

Certified water right examiners are licensed engineers, geologists, or land surveyors certified by the department to conduct water right examinations. The procedure for certifying examiners results from the recently enacted HB 671 and is being developed at this time. A listing

of certified water right examiners will be available from this department when examiners have been certified.

If your permitted use, in fact, has already been examined by the department and you have not asked to have the examination repeated, the fee requirement is not applicable to your permit. If you believe this is the case, please contact the department.

The license examination fee is to be based on the amount of water you indicate you have developed, as listed in item 6 on the examination fee information sheet. The amount of water on which the examination fee is based can be less than the permitted amount, if less water has been diverted and beneficially used. The licensed amount of water, however, will not exceed the amount you claim on the examination fee information sheet. The enclosed license examination fee schedule shows a listing of applicable fees.

FAILURE TO SUBMIT WITHIN THE SIXTY (60) DAY PERIOD, THE FEE OR THE STATEMENT THAT A CERTIFIED EXAMINER HAS BEEN RETAINED TO MAKE THE FIELD EXAMINATION, WILL BE CAUSE TO ADVANCE THE PRIORITY OF THE PERMIT ONE DAY FOR EACH DAY THAT THE FEE SUBMITTAL IS LATE.

FAILURE TO SUBMIT THE FEE OR THE COMPLETED FIELD EXAMINATION REPORT WITHIN A YEAR WILL BE CAUSE TO CONSIDER THE PROOF OF BENEFICIAL USE TO BE INCOMPLETE AND TO LAPSE THE PERMIT.

The attached examination fee information sheet and the fee may be submitted to the following department offices.

Northern Region

Idaho Dept. of Water Resources
4055 Government Way
Coeur d'Alene, ID 83814
Phone: 765-4639

Eastern Region

Idaho Dept. of Water Resources
150 Shoup Ave., Suite 15
Idaho Falls, ID 83401
Phone: 525-7161

Southern Region

Idaho Dept. of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301
Phone: 734-3578

Western Region

Idaho Dept. of Water Resources
450 W. State St., (Third Floor)
Boise, ID 83720
Phone: 334-2190

Sincerely,



L. GLEN SAXTON
Chief, Operations Bureau

Enclosures

MICROFILMED

NOV 26 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region

1041 Blue Lakes Blvd. N.
Twin Falls, Idaho 83301
(208) 734-3578

NOVEMBER 19, 1985

EVERAND JENSEN
STAR RT. BOX 32
BLISS

ID 83314

RE: Permit No. 37-7997

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 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 734-3578 or in person at our office at 1041 Blue Lakes Blvd. N. Twin Falls, Idaho.

Sincerely,
s/Mary A. Newby
Secretary

MICROFILMED

NOV 26 1985

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
PROOF OF BENEFICIAL USE

RECEIVED
SEP 12 1985

Department of Water Resources

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has completed development under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below:

Permit No. 37-7997

Name(s) of Permit Holder: EVERAND TENSEN

Post Office Address: STAR ROUTE, BOX 32, Bliss, Idaho
83314 Telephone No. 837-4879 or 837-6116

Source of Water: BIRCH CREEK

Extent of Use:

Domestic _____ (number of households)

Stockwater _____ (number and type of stock)

Irrigation _____ (acres)

Other/Remarks POWER GENERATION

Indicate the date water was first diverted and beneficially used under this permit: 6-1-84

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

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

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

SAME
(Name)

(Address) (Telephone Number)

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

9-12-85
Date

Everand Tensen - OWNER
Signature of Permit Holder (and Title, if appropriate)

MICROFILMED

[Handwritten mark]



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

SEPTEMBER 1, 1985

DEAR PERMIT HOLDER:

ACCORDING TO OUR RECORDS, YOU ARE THE HOLDER OF A WATER PERMIT ON WHICH PROOF OF BENEFICIAL USE OF WATER WAS NOT SUBMITTED BEFORE JULY 1, 1985, WHICH INDICATES YOUR PROJECT IS NOT COMPLETE. THEREFORE, YOU NEED TO BE AWARE OF CHANGES IN IDAHO LAW, EFFECTIVE JULY 1, 1985, WHICH IMPACT ALL WATER PERMITS ISSUED BY THIS DEPARTMENT.

SPECIFICALLY, PURSUANT TO SECTION 42-203D, IDAHO CODE, THE DEPARTMENT MUST REVIEW ALL PERMITS FOR WHICH DEVELOPMENT OF WATER USE WAS NO COMPLETED ON OR BEFORE JULY 1, 1985, TO DETERMINE IF THEY MEET THE NEW REQUIREMENTS OF CHAPTER 2, TITLE 42, IDAHO CODE. RULES AND REGULATIONS GOVERNING THE RE-EVALUATION OF PERMITS ARE NOT YET FINALIZED. HOWEVER, IF YOU COMPLETED THE DEVELOPMENT UNDER YOUR PERMIT BEFORE JULY 1, 1985, YOU SHOULD SUBMIT A PROOF OF BENEFICIAL USE STATEMENT, STATING THAT THE PROJECT WAS COMPLETED BEFORE JULY 1, 1985 SO THAT YOUR PERMIT WILL NOT BE SUBJECT TO THE REVIEW REQUIREMENTS OF SECTION 42-203D, WHICH READS AS FOLLOWS:

42-203D. REVIEW OF PERMITS - OPPORTUNITY FOR HEARING. - (1)THE DEPARTMENT SHALL REVIEW ALL PERMITS ISSUED PRIOR TO THE EFFECTIVE DATE [JULY 1, 1985] OF THIS SECTION, EXCEPT TO THE EXTENT A PERMIT HAS BEEN PUT TO BENEFICIAL USE PRIOR TO JULY 1, 1985, TO DETERMINE WHETHER THEY COMPLY WITH THE PROVISIONS OF CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PROPOSED USE DOES NOT SATISFY THE CRITERIA OF CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL EITHER CANCEL THE PERMIT OR IMPOSE THE CONDITIONS REQUIRED TO BRING THE PERMIT INTO COMPLIANCE WITH CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PERMIT SATISFIES THE CRITERIA ESTABLISHED IN CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL ENTER AN ORDER CONTINUING THE PERMIT.

(2)THE DEPARTMENT SHALL PROVIDE AN OPPORTUNITY FOR HEARING IN ACCORDANCE WITH SECTION 42-1701A, IDAHO CODE, AND SECTIONS 67-5209 THROUGH 67-5215, IDAHO CODE, FOR EACH HOLDER OF A PERMIT THAT IS PROPOSED EITHER TO BE CANCELLED OR MADE SUBJECT TO NEW CONDITIONS.

YOU MAY OBTAIN PROOF OF BENEFICIAL USE FORMS FROM THE DEPARTMENT. IF YOU HAVE ANY QUESTIONS, PLEASE LET US KNOW.

SINCERELY,

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

MICROFILMED

MICROFILMED

DC-A-11

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

Robert E. Cackowski

Article 6. The construction, operation, and maintenance of the exempt project may be reviewed by the Commission and subjected to further requirements for consistency with the terms and conditions of the regional fish and wildlife program developed pursuant to the Pacific Northwest Electric Power Planning and Conservation Act. Inconsistencies between the regional program and the mandatory conditions under Article 2 will be resolved by the Commission.

(A) Birch Creek Hydropower Project No. 6458-000 as described and designated in Everand Jensen's application filed on June 23, 1982, is exempted from all of the requirements of Part I of the Federal Power Act, including licensing, subject to the standard articles in §4.106 of the Commission's regulations attached hereto as Form E-2, 18 C.F.R. §4.106, 45 Fed. Reg. 76115 (November 18, 1980), and the following Special Article.

It is ordered that:

Based on the terms and conditions required by Federal and State fish and wildlife agencies, the environmental information in the application for exemption, other public comments, and staff's independent analysis, issuance of this order is not a major federal action significantly affecting the quality of the human environment.

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

Applicant in conjunction with this exemption.

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

1/ Everand Jensen, Project No. 6458, filed on June 23, 1982.

2/ Pub. Law 96-294, 94 Stat. 611. Section 408 of the ESA amends inter alia, Sections 405 and 408 of the Public Utility Regulatory Policies Act of 1978 (16 U.S.C. §§2705 and 2708).

3/ Authority to act on this matter is delegated to the Deputy Director, Office of Electric Power Regulation, under §375.308 of the Commission's regulations, 18 C.F.R. §375.308 (1981) be appealed to the Commission by any party within 30 days of its issuance pursuant to Rule 1902, 18 C.F.R. §375.1902, FERC Statutes and Regulations §29,052 47 Fed. Reg. 19014 (1982). Filing an appeal and final Commission action on that appeal are prerequisites for filing an application for rehearing as provided in Section 313(a) of the Act. Filing an appeal does not operate as a stay of the Act. Filing an appeal does not operate as a stay of the effective date of this order or of any other date specified in this order, except as specifically directed by the Commission.

Notice of the application was published in accordance with Section 408 of the Act and the Commission's regulations and comments were requested from interested Federal and State agencies including the U.S. Fish and Wildlife Service and the State Fish and Wildlife Agency. All comments, protests and petitions to intervene that were filed have been considered. No agency has any objection relevant to issuance of this exemption.

The Applicant 1/ filed an application for exemption from all or part of Part I of the Federal Power Act pursuant to 18 C.F.R. Part 4 Subpart K (1980) implementing in part Section 408 of the Energy Security Act (Act) of 1980 for a project as described in the attached public notice. 2/ 3/

ORDER GRANTING EXEMPTION FROM LICENSING OF A
SMALL HYDROELECTRIC PROJECT OF 5 MW OR LESS
(Issued December 23, 1982)

Everand Jensen)
Project No. 6458-000

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

21 FERC ¶62,515

-2-

37-7997

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D. C. 20426
EQUAL OPPORTUNITY EMPLOYER

POSTAGE AND FEES PAID
FEDERAL ENERGY REGULATORY COMMISSION
FERC-351
FIRST CLASS MAIL



State of Idaho P-6458
Dept. of Water Resources
State House
Boise, Idaho 83720

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Project No. 6458-000

NOTICE OF APPLICATION FOR EXEMPTION FOR SMALL HYDROELECTRIC
POWER PROJECT OF 5 MW OR LESS CAPACITY

(September 21, 1982)

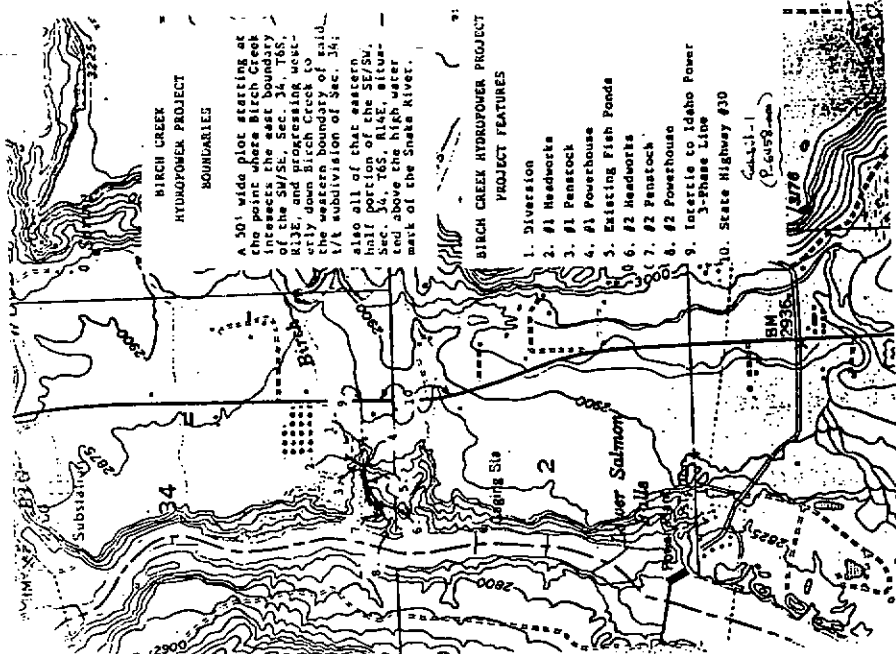
Take notice that on June 23, 1902, Everard Jensen (applicant) filed an application under Section 2705 and 2706 of the Energy Security Act of 1980 (Act) 116 U.S.C. 2705 and 2706 as amended, for a patent on a proposed hydroelectric project (referred to as "the project") on the Snake River, near Hagerman, in Blaine County, Idaho. The proposed small hydroelectric project is located on Birch Creek, a tributary of the Snake River, near Hagerman, in Blaine County, Idaho. Correspondence with the Applicant should be directed to: Mr. Everard Jensen, Star Route, Box 12, Bliss, Idaho 83314.

[illegible]

Purpose of Exemption - An exemption, if issued, gives the Exemptee priority of control, development, and operation of the project under the terms of the exemption from licensing, and protects the Exemptee from permit or license applicants that would seek to take or develop the project.

Agency Comments: The U.S. Fish and Wildlife Service, the National Marine Fisheries Service, and the Idaho Department of Fish and Game are reviewing this project under the provisions of the National Historic Preservation Act, for purposes set forth in Section 408 of the Act, for the purposes set forth in Section 408 of the Act, to file within 60 days from the date of protection. If this notice appropriate terms and conditions otherwise carry out the fish and wildlife management and conservation purposes of the Act, the National Historic Preservation Act, and the National Marine Fisheries Act. Comments Concerning the project and its resources are requested; however, specific terms and conditions identified in the comments are not required. The condition of every agency does not file terms and conditions. Within this time period, that agency will be presumed to

DC-A-3



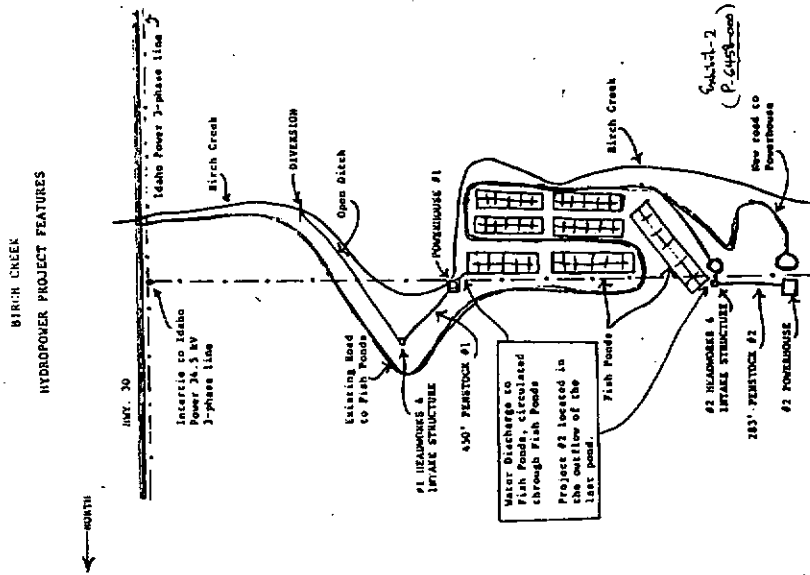
have none. Other Federal, State, and local agencies are requested to provide any comments they may have in accordance with their duties and responsibilities. No other formal requests for comments will be made. Comments should be confined to substantive issues relevant to comments within 60 days from the date of issuance. If notice, it will be an exemption. If an agency does not wish notice, it will be presumed to have no comments. The applicant's representatives

Competing application - Any qualified licensee applicant desiring to compete for a license must file with the Commission, on or before MAY 15, 1982, either the competing application or a license application that proposes to license to file such an application. Filing of a license application to file such an application constitutes filing of a timely notice of intent to compete. Filing of a license application to file such an application allows an interested person to file the competing license application no later than 180 days after the date of the filing of the license application. Applications for preliminary permit will not be accepted.

any notice of intent must conform with the requirements of 16 C.F.R. § 4.31(b) and (c) (1980). A competing license application must conform with the requirements of 18 C.F.R. § 4.33(a) and (f) (1980). Comments, protests, or motions to intervene - Anyone may file comments, protests, or motions to intervene in accordance with the requirements of Commission rule 10025-26 (1982). In determining the appropriate action to take, the Commission will consider all protests or other comments filed with the Commission and the Commission's own comments, along with the Commission's Rules may become a party to the proceeding. Any comments, protests, or motions to intervene must be

filing and Service of Responsive Documents - Any filings must bear in all capital letters the title "COMMENTS - MOTION TO DISMISS - MOTION TO WITHDRAW APPLICATION - MOTION TO DISMISS - MOTION TO FILE CORRECTING APPLICATION - PROJECT" or "MOTION TO WITHDRAWAL" and the project number of the submission. Any of the above named documents must be filed within the original and those copies required by the Commission's regulations to: Kenneth F. Plumb, Secretary, Federal Energy Regulatory Commission, 825 North Capitol Street, N.E., Washington, D.C. 20426. An additional copy must be sent to: Fred E. Springer, Chief, Applications Branch, Division, Rome Power Licensing, Federal Energy Regulatory Commission, 208 48 at the above address to intervene must also be completed and filed with the above application. Notice of intent to file a responsive document must be filed with the first paragraph of this notice.

Kenneth F. Plumb
Secretary



Attachment
R-2 Form
to the navigator

-2-

(d) Article 4. This exemption is subject to the navigation servitude of the United States if the project is located on navigable waters of the United States.

(e) Article 5. This exemption does not confer any right to use or occupy any Federal lands that may be necessary for the development or operation of the project. Any right to use or occupy any Federal lands for those purposes must be obtained from the administering Federal land agencies. The Commission may accept a license application by any qualified license applicant and revoke this exemption, if any necessary right to use or occupy Federal lands for those purposes has not been obtained within one year from the date on which this exemption was granted.

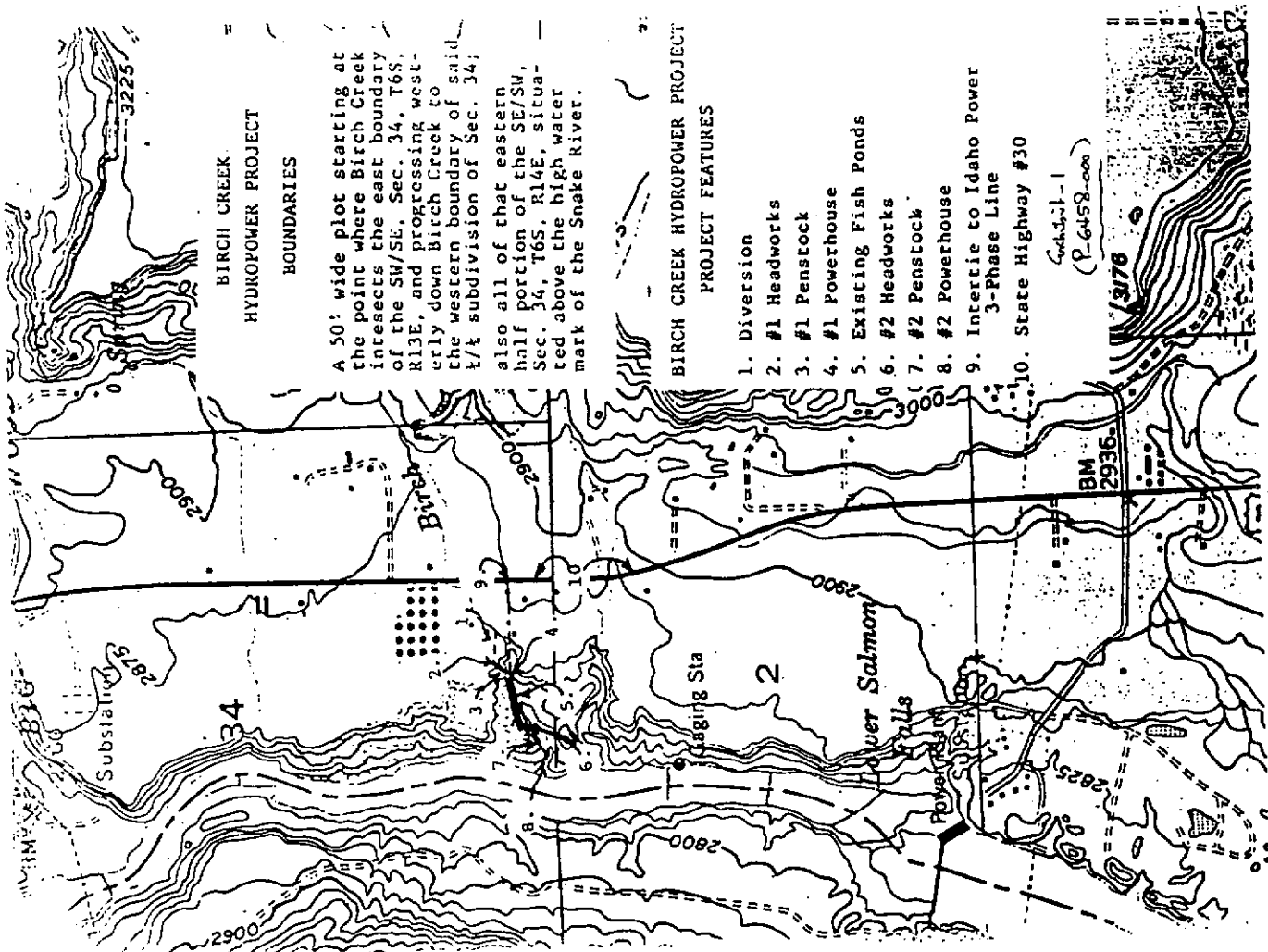
§ 4.106 Standard terms and conditions of exemption from licensing.

(a) Article I. The Commission reserves the right to conduct investigations under sections 4(5), 306, 307, and 311 of the Federal Power Act with respect to any acts, complaints, facts, conditions, practices, or other matters related to the construction, operation, or maintenance of the exempt project. If any term or condition of the exemption is violated, the Commission may revoke the exemption, issue a suitable order under section 4(5) of the Federal Power Act, or take appropriate action for enforcement, forfeiture, or penalties under Part III of the Federal Power Act.

(b) Article 3. The construction, operation, and maintenance of the exempt project must comply with any terms and conditions that any Federal or state fish and wildlife agencies have determined are appropriate to prevent loss of, or damage to, fish or wildlife resources or otherwise to carry out the purposes of the Fish and Wildlife Coordination Act, as specified in Exhibit 2 of the application for exemption from licensing or in the comments submitted in response to the notice of the exemption application.

(c) Article 3. The Commission may accept a license application by any qualified licensee applicant and revoke this exemption if actual construction or development of any proposed generating facilities has not begun within 18 months, or been completed within four years, from the date on which this exemption was granted. If an exemption is revoked, the Commission will not accept a subsequent application for exemption within two years of the revocation.

WELCOME



**BIRCH CREEK
HYDROPOWER PROJECT
BOUNDARIES**

A 50' wide plot starting at the point where Birch Creek intersects the east boundary of the SW/SE, Sec. 34, T6S, R13E, and progressing west-erly down Birch Creek to the western boundary of said 1/4 subdivision of Sec. 34; also all of that eastern half portion of the SE/SW, Sec. 34, T6S, R14E, situa-ted above the high water mark of the Snake River.

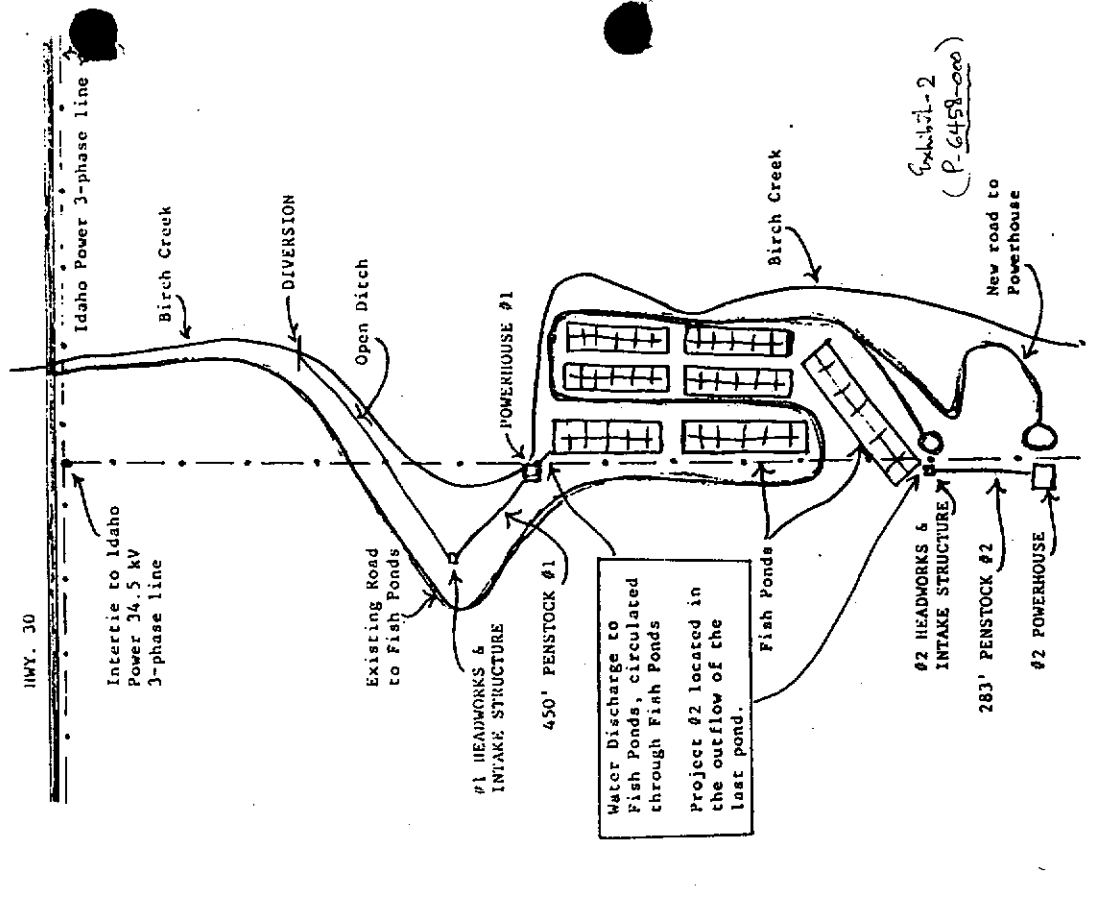
**BIRCH CREEK HYDROPOWER PROJECT
PROJECT FEATURES**

1. Diversion
2. #1 Headworks
3. #1 Penstock
4. #1 Powerhouse
5. Existing Fish Ponds
6. #2 Headworks
7. #2 Penstock
8. #2 Powerhouse
9. Intertie to Idaho Power 3-Phase Line
10. State Highway #30

64431-1
(P-6458-000)

**BIRCH CREEK
HYDROPOWER PROJECT FEATURES**

← NORTH



64431-2
(P-6458-000)

UNCLASSIFIED

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Everard Jensen) Project No. 6458-000

NOTICE OF APPLICATION FOR EXEMPTION FOR SMALL HYDROELECTRIC
POWER PROJECT OF 5 MW OR LESS CAPACITY

(September 21, 1982)

Take notice that on June 23, 1982, Everard Jensen (Applicant) filed an application under Section 408 of the Energy Security Act of 1980 (Act) (16 U.S.C. §§2705 and 2708 as amended) for exemption of a proposed hydroelectric project from licensing under Part I of the Federal Power Act. The proposed small hydroelectric project No. 6458 would be located on Birch Creek, a tributary of the Snake River, near Hagerman, in Gooding County, Idaho. Correspondence with the Applicant should be directed to: Mr. Everard Jensen, Star Route, Box 32, Bliss, Idaho 83314.

Project Description - The proposed Birch Creek Hydroelectric Project would consist of: (1) a 6-foot-high diversion structure with negligible storage; (2) two intake structures; (3) a 450-foot-long, 18-inch-diameter steel penstock for powerhouse No. 1; (4) a 283-foot-long, 18-inch-diameter steel penstock for powerhouse No. 2; (5) powerhouse No. 1 containing one generating unit with an installed capacity of 24 kW; (6) powerhouse No. 2 containing one generating unit with an installed capacity of 37 kW; and (7) a 0.25-mile-long, 34.5-KV transmission line. Applicant estimates that the average annual energy production would be 0.54 million kWh.

Purpose of Exemption - An exemption, if issued, gives the Exemptee priority of control over development, and operation of the project under the terms of the exemption from licensing, and protects the Exemptee from permit or license applicants that would seek to take or develop the project.

Agency Comments - The U.S. Fish and Wildlife Service, The National Marine Fisheries Service, and the Idaho Department of Fish and Game are requested, for the purposes set forth in Section 408 of the Act, to file within 60 days from the date of issuance of this notice appropriate terms and conditions to protect any fish and wildlife resources or to otherwise carry out the provisions of the Fish and Wildlife Coordination Act. General comments concerning the project and its resources are requested; however, specific terms and conditions to be included as a condition of exemption must be clearly identified in the agency letter. If an agency does not file terms and conditions within this time period, that agency will be presumed to

DC-A-3

-2-

Department of Water Resources

39-7997

LD

SEP 27 1982

have none. Other Federal, State, and local agencies are requested to provide any comments they may have in accordance with their duties and responsibilities. No other formal requests for comments will be made. Comments should be confined to substantive issues relevant to the granting of an exemption. If an agency does not file comments within 60 days from the date of issuance of this notice, it will be presumed to have no comments. One copy of an agency's comments must also be sent to the Applicant's representatives.

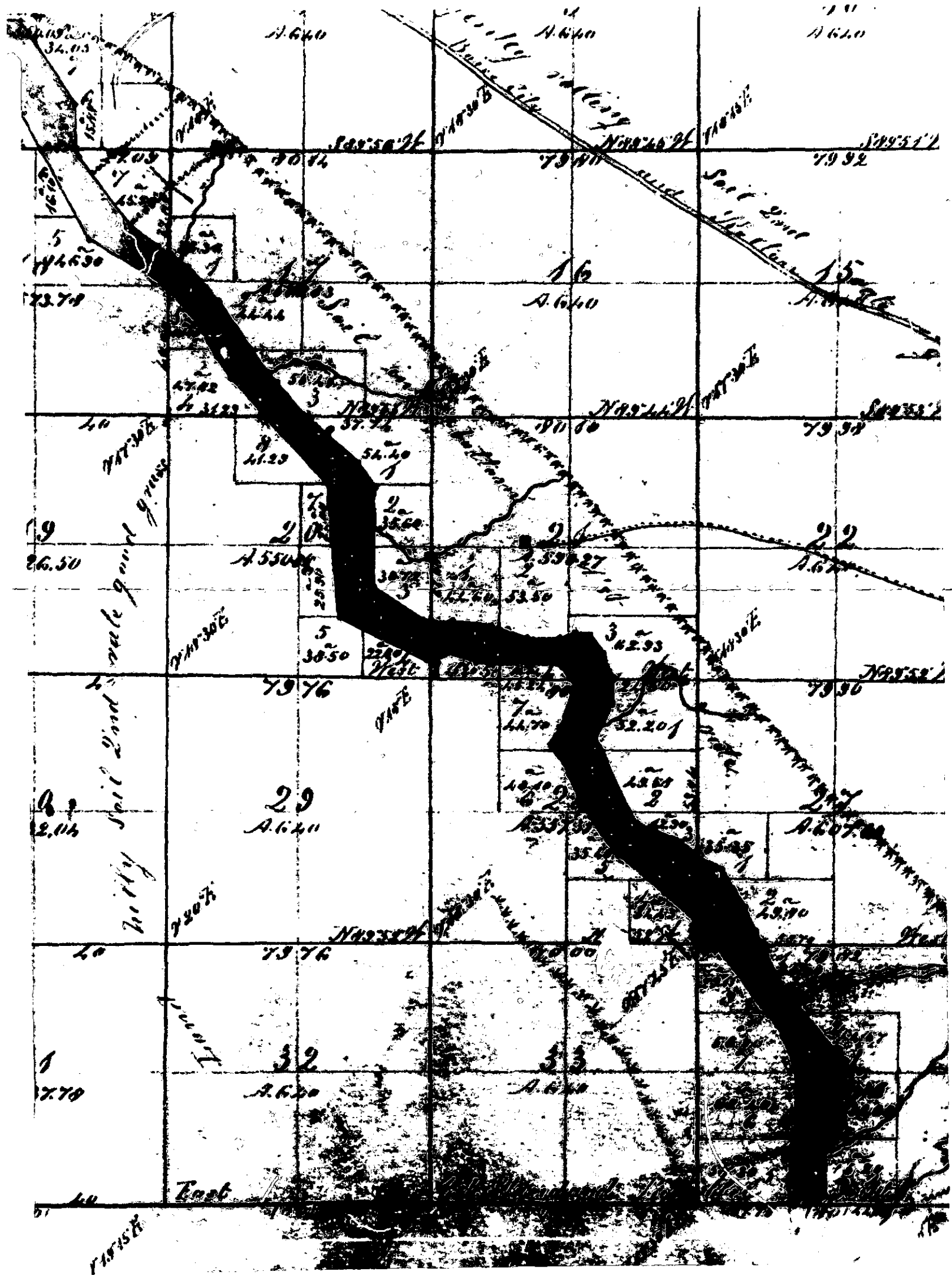
Competing Application - Any qualified license applicant desiring to file a competing application must file with the Commission, on or before NOV 15 1982, either the competing license application that proposes to develop at least 7.5 megawatts in that project, or notice of intent to file such a license application. Filing of a timely notice of intent allows an interested person to file the competing license application no later than 120 days from the date that comments, protests, etc. are due. Applications for preliminary permit will not be accepted.

A notice of intent must conform with the requirements of 18 C.F.R. §4.33(b) and (c) (1980). A competing license application must conform with the requirements of 18 C.F.R. §4.33(a) and (d) (1980).

Comments, Protests, or Motions to Intervene - Anyone may file comments, a protest, or a motion to intervene in accordance with the requirements of Commission Rules 211 or 214, 18 C.F.R. 385.211 or 385.214, 47 Fed. Reg. 19025-26 (1982). In determining the appropriate action to take, the Commission will consider all protests or other comments filed, but only those who file a motion to intervene in accordance with the Commission's Rules may become a party to the proceeding. Any comments, protests, NOV 15 1982 motions to intervene must be filed on or before NOV 15 1982.

Filing and Service of Responsive Documents - Any filings must bear in all capital letters the title "COMMENTS", "NOTICE OF INTENT TO FILE COMPETING APPLICATION", "COMPETING APPLICATION", "PROTEST", or "MOTION TO INTERVENE", as applicable, and the Project Number of this notice. Any of the above named documents must be filed by providing the original and those copies required by the Commission's regulations to: Kenneth F. Plumb, Secretary, Federal Energy Regulatory Commission, 825 North Capitol Street, N.E., Washington, D.C. 20426. An additional copy must be sent to: Fred E. Springer, Chief, Applications Branch, Division of Hydropower Licensing, Federal Energy Regulatory Commission, Room 208 RB at the above address. A copy of any notice of intent, competing application, or motion to intervene must also be served upon each representative of the Applicant specified in the first paragraph of this notice.

Kenneth F. Plumb
Secretary



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440

JENSEN, EVERAND
STAR RT. BOX 32
BLISS, ID 83314

AUGUST 31, 1982

RE: PERMIT NO. 37-7997

DEAR PERMIT HOLDER:

ENCLOSED IS A COPY OF YOUR APPROVED APPLICATION FOR PERMIT. WE DIRECT YOUR ATTENTION TO THE CONDITIONS OF APPROVAL ON THE FOURTH PAGE.

BE SURE TO NOTE THE SPECIAL CONDITION REQUIRING YOU TO INSTALL A MEASURING DEVICE, OR AN ACCESS PORT TO PROVIDE FOR THE INSTALLATION OF MEASURING EQUIPMENT BY THE DEPARTMENT. ENCLOSED PLEASE FIND A LIST OF MEASURING DEVICE OPTIONS, AND SPECIFICATIONS FOR THE INSTALLATION OF THE ACCESS PORT.

WE HAVE ENCLOSED A FORM ENTITLED "MAKING PROOF OF BENEFICIAL USE". PLEASE READ THE INSTRUCTIONS CAREFULLY SINCE YOU MUST TAKE FURTHER ACTION TO DEVELOP THIS PERMIT INTO A LICENSE.

SINCERELY,

DAVID W. TUTHILL, JR., P.E.
SUPERVISOR, WATER ALLOCATION SECTION

ENCLOSURE

10/1/82

INTER-DEPARTMENT MEMO — 1

DATE 8-3-82

FROM Dave Tuthill

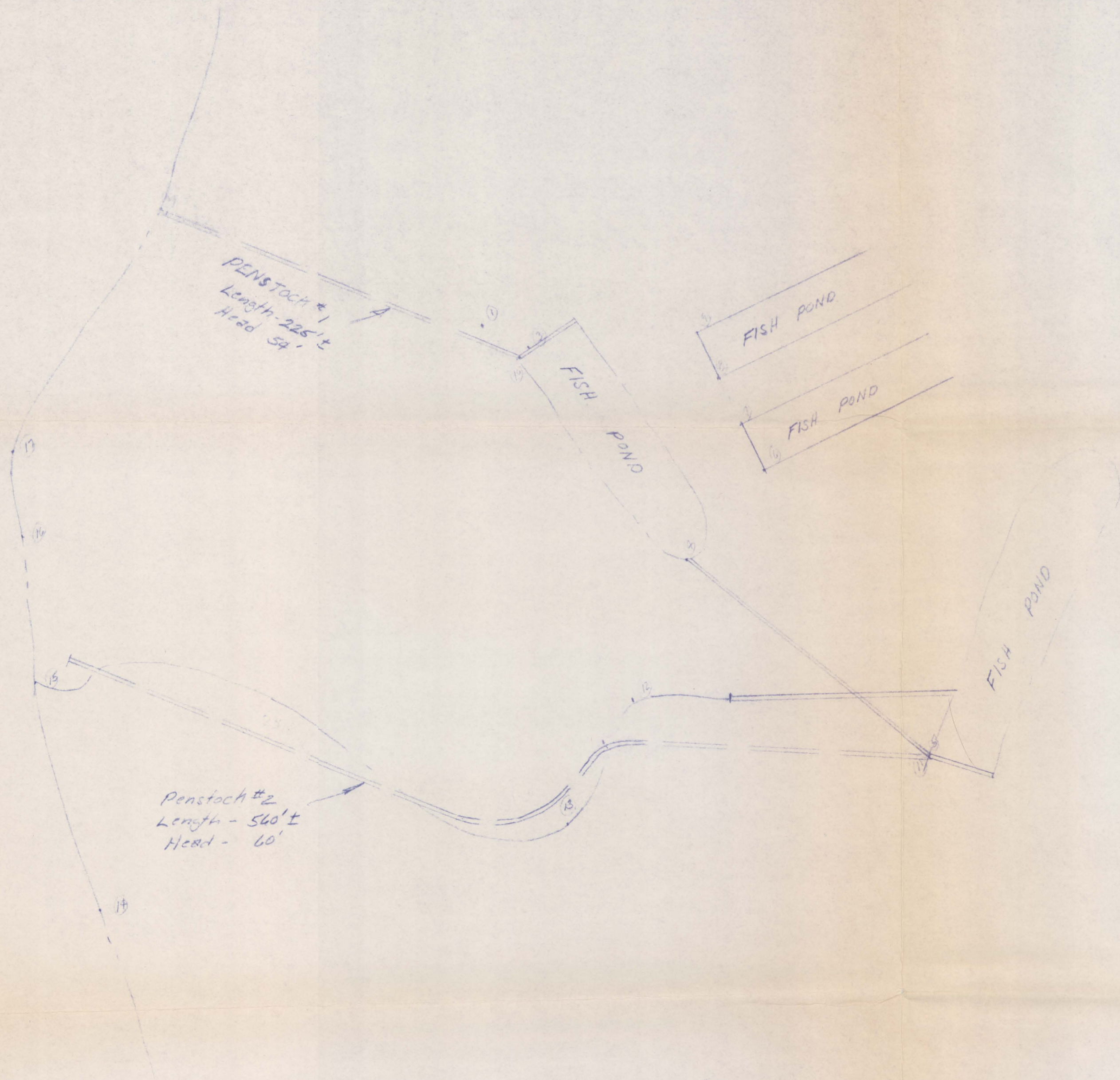
TO 37-7997

SUBJECT

Fish ponds shown on the map (on the application), and on the attached blueprint ^{fish} are covered by existing water rights. No expansion of these facilities is intended by this app, per conv with the son of the applicant (Cliff Jensen).

DET

SIGNATURE

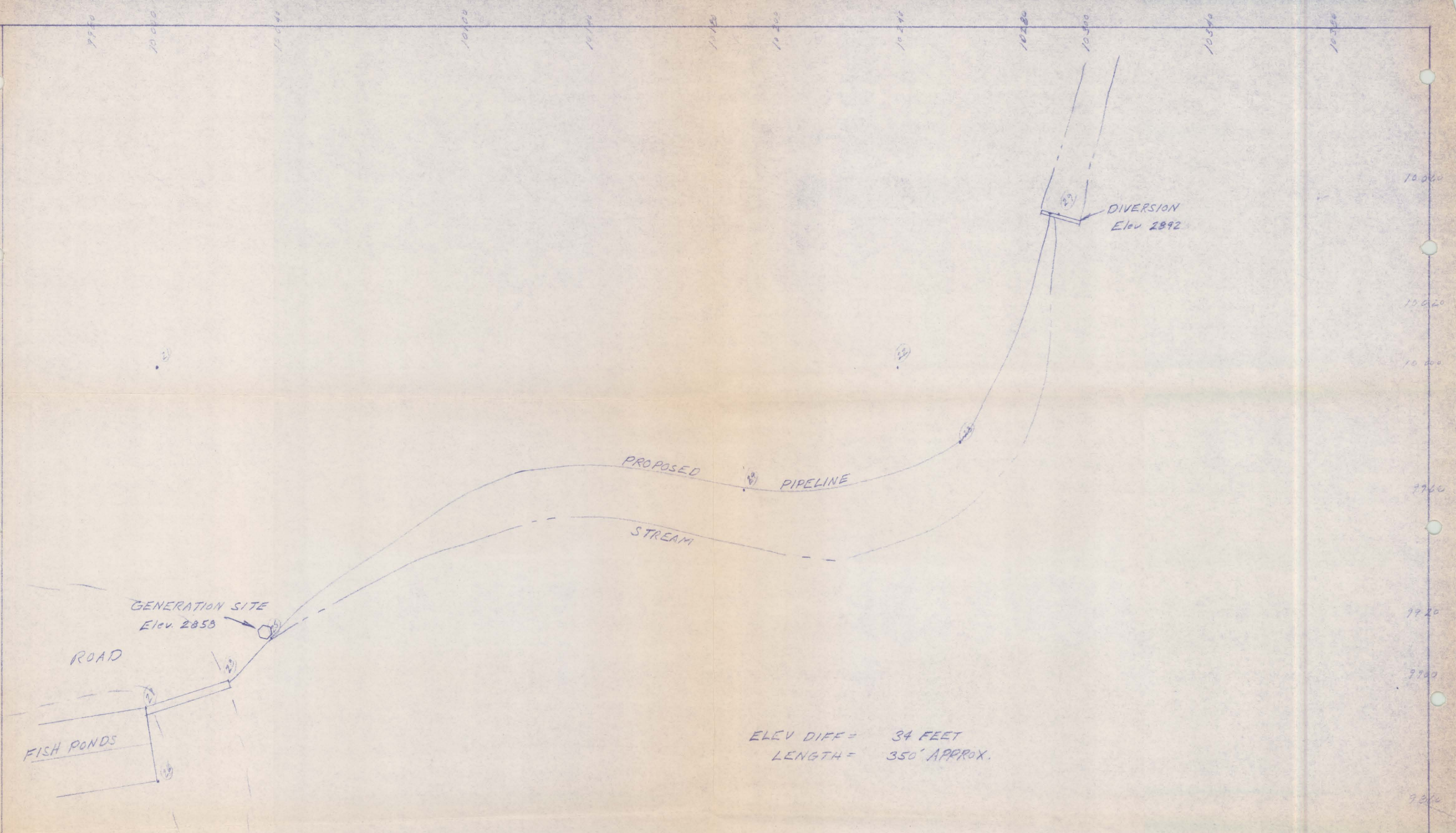


CLIFF JENSEN
HYDRO-GENERATION SITE

LOWER SITE

Scale 1" = 50'

PROJ 011-82



ELEV DIFF = 34 FEET
LENGTH = 350' APPROX.

CLIFF JENSEN HYDRO-GENERATION SITE	
UPPER SITE	
Scale 1" = 20'	PROJ 011-82

State of Idaho
Department of Water Resources

7997

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY: J.F. Stanton

JENSEN, Everand
APPLICATION NUMBER: 37-7997

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.
☒ 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.

Field check by: T.G. Blau
Date: Summer 82
Comments: Ferd exam on 37-7174
it appears applicant intends to use
the same water. At time of
exam there was ample water. New use
should not affect other users.

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT: _____

standard letter for small power filings

205, 206

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 _____

Copies sent by: _____

Date: _____

mange

3/2/82

PROCESSING:

- ☐ Yes ☒ No
☒ Yes ☐ No

Platted by: Go

Map No. AA-69

Other rights on same place of use.

37-7541, 37-7174 (fish propagation) -

- ☒ Yes ☐ No*

In form for advertising.

Final date for protests: 3/8/82 ✓

- ☐ Yes ☒ No

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

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. Date: 2/19/82 ✓
☒ 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? _____

- ☒ 2/1/82

Date of priority recommended.

Special conditions of approval or cover letter. 01, OBA, 17

Review for other water rights (Power)
in addition to the rights listed above
was made and no conflict was found
also see memo dated 8-3-82

By: _____

Date: _____

STATE OFFICE REVIEW: Needs Power label

SLW/L12, 1982
103

26, OK 25, OBA, 17

- ☐ See attached sheet for more information.

By: John

Date: 5/6/82

RECEIVED

APR 30 1982

APPROVE 7/28/82

Department of Water Resources

POINT OF DIVERSION AND STREAM INDEX INFORMATION

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
<u>SWSE</u>	<u>34</u>	<u>06S</u>	<u>13E</u>	<u>04</u>	<u>-</u>	<u>000.1</u>

IDAHO STREAM CODE INDEX

3720.3880

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
<u>SWSE</u>	<u>34</u>	<u>06S</u>	<u>13E</u>	<u>04</u>	<u>-</u>	<u>000.2</u>

IDAHO STREAM CODE INDEX

3720.3880

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-----	-----	-----	-----	-----	-----	-----

IDAHO STREAM CODE INDEX

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-----	-----	-----	-----	-----	-----	-----

IDAHO STREAM CODE INDEX

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-----	-----	-----	-----	-----	-----	-----

IDAHO STREAM CODE INDEX

POWER CALCULATIONS FOR APPLICATION NO. 37-7997

P = Kilowatts .74 X hp 43hp

Q = cfs

H = feet

e = efficiency

proposed

31.82kw

12 cfs

40 ft

?

$$e = \frac{P(11.8)}{QH} = \frac{31.82(11.8)}{12 \times 40} = \frac{375.476}{480} = .78$$

REASONABLE

Based on the above calculations the proposed project must have an 78 % efficiency.

RC 5/6
82

Approve on basis that power will
not be sold Site #1

Jim
7/26/82

RECEIVED
JUL 26 1982

POWER CALCULATIONS FOR APPLICATION NO. 37-7997

P = Kilowatts .74 X hp 64hp

proposed
47.36 kw

Q = cfs

12 cfs

H = feet

60 ft

e = efficiency

?

$$e = \frac{P(11.8)}{QH} = \frac{47.36(11.8)}{12 \times 60} = \frac{558.848}{720} = .78$$

PERFORMANCE

Based on the above calculations the proposed project must have an 78 % efficiency.

RC $\frac{5/6}{82}$

Site #2

RECEIVED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

March 2, 1982

Mr. Bob Bell, Regional Fisheries Biologist
Idaho Fish & Game Department
Region #4
P. O. Box 428
Jerome, Idaho 83338

Re: Application for Permit No. 37-7997

Dear Mr. Bell:

Please find enclosed a copy of the above referenced application for permit for your information and files.

Sincerely,

Mary A. Hill
Secretary

for

Loren O. Holmes
Southern Region Supervisor

Encl:

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region

JOHN V. EVANS
Governor
A. KENNETH DUNN
Director

1041 Blue Lakes Blvd. N.
Twin Falls, Idaho, 83301
(208) 734-3578

February 3, 1982

Everand Jensen
Star Route, Box #32
Bliss, Idaho
83314

RE: 37-7997

Dear Mr. Jensen:

This office is currently processing your Application for Permit No. 37-7997 filed on February 1, 1982.

Since the application seeks to establish a water right for power generating purposes, and it appears that a commercially marketable amount of power may be produced, the following information must be submitted for inclusion with your application in accordance with Section 42-202 of the IDAHO CODE:

A plan for the facility. This must include a scale drawing showing the proposed layout of the plant on the property, and must give approximate locations, dimensions, and elevations of all major components of the facility.

Please find enclosed an affidavit which must also be included with your application. Please complete the affidavit, sign it before a notary, and return it to this office.

Advertising and regional office review of your application should be completed by March 3, 1982. If the above requested information is received by that date, no additional delay in processing in this office will be incurred before we forward your application to the IDWR State Office for final review.

If you have questions regarding these requirements, please contact our office.

Sincerely,

Allen D. Merritt
Senior Water Resource Analyst

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:

32-2997

JENSEN, EVERAND

STAR RT. BOX 32, BLISS, ID 83314

Source: BIRCH CREEK tributary to SNAKE RIVER

Date Filed: 02/01/1982

Amount: 12.00 CFS

Diversion Point: LOT 04 (SWSE) SWSE Sec 34 T 06S R 13E, GOODING Co.

Use: POWER (12.00 CFS) from 01/01 to 12/31

Place of Use: LOT 04 Sec 34 T 06S R 13E

Diversion Means: PIPE, TURBINE, CONCRETE HEADWORKS

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, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 and received on or before MARCH 1, 1982.

A. KENNETH DUNN

Director

Published 2/10 & 2/17/81.

37-7997

JENSEN, EVERAND
STAR RT. BOX 32, BLISS.
ID 83314

Source: BIRCH CREEK
tributary to SNAKE RIVER

Date Filed: 02/01/1982

Amount: 12.00 CFS

Diversion Point: LOT 04

(SWSE) SWSE Sec 34 T 06S

R 13E, GOODING Co.

Use: POWER (12.00 CFS)

from 01/01 to 12/31

Place of Use: LOT 04 Sec 34

T 06S R 13E

Diversion Means, PIPE,

TURBINE, CONCRETE

HEADWORKS

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, 1041
Blue Lakes Blvd. North,
Twin Falls, Idaho 83301 and
received on or before
MARCH 1, 1982.

A. KENNETH DUNN
Director

Pub: 2-10, 17, 1982

*De
mayer
2/17/82*

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region

1041 Blue Lakes Blvd N.
Twin Falls, Idaho 83301
(208) 734-3578

FEBRUARY 3, 1982

Gooding County Leader
P.O. Box 56
Gooding, Idaho 83330

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 MARCH 1, 1982.

Yours truly,

Mary A. Hill
Secretary

Encl.

161-1-10000