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BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

UM 1725

In the Matter of

IDAHO POWER COMPANY

Motion for Temporary Stay of its Obligation
to Enter into New Power Purchase Agreements
with Qualifying Facilities.

STAFF RESPONSE TO MOTION FOR
TEMPORARY STAY

I. Introduction.

Idaho Power Company (Idaho Power) has asked the Commission to modify some of its policies implementing the Public Utility Regulatory Procedures Act (PURPA). Specifically, Idaho Power asks the Commission to lower the eligibility cap for Standard Avoided Cost prices and standard contracts from 10 megawatts (MW) to 100 kilowatts (kW), (2) shorten the maximum term for contracts for qualifying facilities (QFs) over 100 kW from 20 years to two years, (3) authorize Idaho Power to incorporate a solar integration charge into the calculation of standard and negotiated avoided cost prices, and (4) postpone the starting year of Idaho Power's next deficiency period from 2016 to 2021.¹ Idaho Power also asks the Commission to issue an order temporarily staying Idaho Power's obligation to enter into standard fixed-price contracts until after the Commission has issued an order resolving the four requests listed above.² In the

¹ Idaho Power Application to Lower Standard Contract Eligibility Cap and to Reduce the Standard Contract Term (April 24, 2015), Application for Change in Resource Sufficiency Determination (April 24, 2015), and Application for Approval of Solar Integration Charge (April 24, 2015).

² Motion for Temporary Stay of Obligation to Enter Into New Power Purchase Agreements with Qualifying Facilities (April 24, 2015) ("Motion for Temporary Stay").

1 alternative, Idaho Power asks the Commission to order interim relief by immediately granting the
2 four requests listed above pending the Commission's final decisions on these requests.³

3 Staff recommends that the Commission deny Idaho Power's request to stay Idaho
4 Power's obligation to enter into all standard contracts.⁴ Staff also recommends, however, that
5 the Commission grant part of the interim relief asked for by Idaho Power. Specifically, Staff
6 recommends that the Commission reduce the eligibility cap for Standard Avoided Cost prices
7 and standard contracts from 10 MW to 100 kW and shorten the maximum contract term for QFs
8 over 100 kW to five years, both on an interim basis, until the Commission has addressed Idaho
9 Power's request to make these modifications to PURPA policies as they apply to Idaho Power on
10 a permanent basis.

11 Staff does not recommend that the Commission grant Idaho Power's request to change
12 the resource sufficiency/deficiency demarcation for Standard Avoided Cost prices or to include
13 solar integration costs in the calculation of avoided cost prices. The potential harm to ratepayers
14 that Idaho Power proposes to address with these changes to Commission orders is adequately
15 addressed by temporarily limiting the availability of Standard Avoided Cost prices to QFs 100
16 kW and less and temporarily limiting the maximum term of QF contracts for non-standard
17 contracts to five years.

18 **II. Pertinent statutes, rules, and orders.**

19 ORS 756.568 authorizes the Commission, upon notice to the public utility or
20 telecommunications utility and after opportunity to be heard as provided in ORS 756.500 to
21 756.610, to rescind, suspend or amend any order made by the commission. ORS 756.568 does
22 not specify a standard for Commission action under that statute.

23

24 ³ Motion for Temporary Stay 9.

25

26 ⁴ A standard contract is a term "used to describe a standard set of rates, terms and conditions that govern a utility's purchase of electrical power from QFs at avoided cost." (Order No. 05-584 at 16-17.)

1 Gardner Capital Solar Development, LLC (Gardner Capital) notes in its opposition to Idaho
2 Power's Motion for a Temporary Stay that the Commission has previously stated that it will use
3 the criteria for granting a stay in Oregon's Administrative Procedures Act (APA)⁵ as a guide
4 when considering a request to stay compliance with an order, even though the Commission is
5 statutorily exempt from those standards under ORS 756.610(2).⁶

6 The criteria for a stay in the Oregon APA are not directly applicable to Idaho Power's
7 request for stay. The issue is not whether there is a colorable claim of error in the Commission's
8 most recent orders regarding the policies at issue, but whether the circumstances as they exist
9 now warrant an immediate change of those policies for Idaho Power to avoid harm to ratepayers.

10 As Idaho Power notes in its Motion for a Temporary Stay, the Commission has
11 previously suspended the application of certain administrative rules regarding PURPA based on
12 its conclusion that the challenged rules appear to be unlawful holding that "no new [qualifying]
13 facilities should be undertaken that might harm ratepayers."⁷ The Commission has also
14 temporarily suspended Idaho Power's obligation to enter into standard contracts for 60 days
15 pending the Commission's acknowledgment of Idaho Power's IRP and Idaho Power's
16 subsequent avoided cost filing based on inputs from the acknowledged IRP.⁸

17 ⁵ ORS 183.482(3)(a), which provides the standard for granting a stay for agencies fully subject
18 to Oregon's APA, requires a petitioning party to show:

19 (A) Irreparable injury to the petitioner; and

20 (B) A colorable claim of error in the order.

21 If the agency finds in petitioners' favor on these two issues, the agency must grant the stay unless
22 it determines that substantial public harm will result if the order is stayed.

23 ⁶ See Gardner Capital Comments 4. See also *In re Portland General Electric*, Order No. 01-842
24 (2001 WL 1335757).

25 ⁷ Order No. 87-1154 at 1-2 (The Commission did not suspend the utilities' obligations to enter
26 into QF contracts, only certain rules regarding QF contracts).

⁸ Order No. 12-042.

1 **III. Current Commission policies regarding standard contract eligibility cap, contract**
2 **term, inclusion of solar integration costs, and resource sufficiency/deficiency**
3 **demarcation.**

4 *Eligibility cap for standard contracts:* Section 18 C.F.R §292.304(c) of Federal Energy
5 Regulatory Commission (FERC) rules implementing PURPA require that state commissions
6 establish standard avoided cost rates for QFs up to 100 kW, and authorize state commissions to
7 make standard rates available to larger QFs. In 2005, the Commission exercised its authority
8 under section 18 C.F.R. §292.304(c)(2) to make Standard Avoided Cost rates available to QFs
9 with nameplate capacity of 10 MW and below.⁹

10 In Order No. 14-058, the Commission declined to lower the eligibility cap for standard
11 contracts from 10 MW. The Commission explained that standard contract rates, terms, and
12 conditions are intended to be used as a means to remove transaction costs associated with QF
13 contract negotiation, when such costs as well as asymmetric information and an unlevel playing
14 field, act as a market barrier to QF development.¹⁰ Based on testimony from several parties that
15 lowering the eligibility cap would deter QF development in Oregon because of the transaction
16 costs associated with negotiating a contract, the Commission decided to leave the eligibility cap
17 where it had been since 2005.¹¹

18 *Maximum term of contract:* In 2005, the Commission decided that QFs should be
19 authorized to ask for PURPA contracts with a maximum term of 20 years because this contract
20 term would help ensure that the QFs' projects would be financed.¹² The Commission concluded
21 that it would authorize forecasted avoided cost prices for only the first 15 years of a 20-year
22 contract, however, noting a "divergence between forecasted and actual avoided costs must be
23

24 ⁹ Order No. 05-584 at 15.

25 ¹⁰ Order No. 05-584 at 16, *citing* Order No. 09-1605 at 2.

26 ¹¹ See Order No. 14-058 at 7.

¹² Order No. 05-594 at 19.

1 expected over a period of 20 years.”¹³ Although parties asked the Commission to re-visit the
2 maximum term of PURPA contracts in Phase I of UM 1610, the Commission did not.

3 ***Solar integration charge:*** In Phase I of Docket No. UM 1610, the Commission
4 considered whether it should authorize the inclusion of costs to integrate solar resources in the
5 calculation of Standard Avoided Cost prices. Several parties argued against incorporating such
6 costs into the calculation of Standard Avoided Cost prices, asserting that solar QF development
7 is too small to pose harm to ratepayers, and there is too little data to produce accurate solar
8 integration cost estimates.¹⁴ In Order No. 14-058, Commission decided that it would not
9 authorize inclusion of integration costs for solar resources in the calculation of standard avoided
10 cost rates, “but . . . will revisit this issue in the future after more solar development occurs.”¹⁵

11 ***Demarcation of resource sufficiency and deficiency periods:*** In 2010, the Commission
12 determined that the demarcation of resource sufficiency and deficiency will be based on the start
13 date of the first major resource acquisition in the most recently-acknowledged Integrated
14 Resource Plan (IRP) Action Plan.¹⁶ Idaho Power’s current Standard Avoided Cost prices are
15 based on the resource deficiency/sufficiency demarcations taken from its most recently
16 acknowledged IRP Action Plan, which shows a resource deficiency period beginning in 2016.

17 **IV. Staff recommendation.**

18 Staff recommends that the Commission deny Idaho Power’s request to temporarily
19 suspend Idaho Power’s obligation to enter into standard contracts with all QFs. 18 C.F.R.
20 §292.304(c)(1) requires that standard avoided cost rates be available for QFs that are 100 kW
21 and less. The potential harm that Idaho Power identifies does not warrant a Commission order
22 circumventing this federal requirement.

23

24 ¹³ Order No. 05-584 at 20.

25 ¹⁴ See Order No. 14-058 at 14-15.

26 ¹⁵ Order No. 14-058 at 15.

¹⁶ Order No. 10-488 at 3, 8.

1 However, Staff recommends that the Commission grant the interim relief asked for by
2 Idaho Power, in part, by reducing the eligibility cap for standard contracts to 100 kW and
3 reducing the maximum contract term for facilities over 100 kW to five years. For reasons
4 explained below, Staff recommends that the Commission make this relief effective as of the day
5 Idaho Power filed its Motion for Temporary Stay, which is April 24, 2015. To the extent a QF
6 submitted a request for an Energy Service Agreement (ESA) prior to that date that satisfies the
7 criteria of Idaho Power's Schedule 85,¹⁷ that QF should be allowed the opportunity to establish a
8 legally enforceable obligation to sell under the terms and conditions regarding standard contracts
9 in effect prior to April 24, 2015.¹⁸

10 Staff's recommendation to temporarily change the eligibility cap for a standard contract
11 and the maximum term of any contract over 100 kW, as they apply to Idaho Power, is based in
12 large part on the unique circumstances of Idaho Power. The Commission has previously
13 imposed different PURPA policies for Idaho Power so that Idaho Power is subject to consistent
14 policies in both Oregon and Idaho given that most of Idaho Power's service territory is in
15 Idaho.¹⁹

16 In 2011, the IPUC reduced the eligibility cap for standard contracts for wind and solar
17 QFs to 100 kW.²⁰ And, the IPUC recently reduced the maximum contract term for PURPA
18 contracts to five years pending its investigation of Idaho Power's request to reduce the maximum
19 term to two years.²¹ Staff's recommendation to grant interim relief would allow Idaho Power to
20 operate under consistent policies regarding eligibility for standard contracts and maximum
21 contract duration in both Idaho and Oregon, pending the Commission's final resolution of Idaho
22 Power's proposed changes to the Commission's PURPA policies as applied to Idaho Power.

23 ¹⁷ Idaho Power's Schedule 85 sets forth terms and conditions for standard contracts.

24 ¹⁸ Such a showing would have to be made in a separate proceeding, e.g., under the dispute
resolution processes agreed to by the Stipulating Parties in Docket No. UM 1610.

25 ¹⁹ Order No. 05-584 at 26.

26 ²⁰ IPUC Order No. 32262, Case No. GNR-E-11-01.

²¹ *Idaho Power Co.*, Case No. IPC-15-01, Order No. 33222 (Feb. 6, 2015).

1 Idaho Power alleges that developers outside of Oregon have indicated interest in
2 obtaining standard contracts in Oregon to take advantage of Oregon's 10 MW eligibility cap for
3 Standard Avoided Cost rates and the 20-year maximum term.²² This concern is credible. In
4 2014, a QF developer insisted on obtaining a standard contract in Oregon notwithstanding the
5 OPUC's initial conclusion that the QF was not entitled to an Oregon contract given the delivery
6 point for the QFs energy into Idaho Power's system appeared to be in Idaho.²³

7 Staff recognizes that the Commission addressed the eligibility cap for standard contracts
8 in Phase I of UM 1610 only 16 months ago, in February 2014. The Commission concluded at
9 that time that the eligibility cap for standard contracts should remain at 10 MW to eliminate the
10 barrier to entry posed by costs to negotiate non-standard contracts.²⁴ However, the contacts from
11 QF developers that Idaho Power has received since Staff filed its last round of Phase I testimony
12 in April 2013 suggest that the 10 MW eligibility cap is not needed to eliminate barriers to entry.
13 Information provided by Idaho Power in response to a Staff Data Request reflects that Idaho
14 Power has received 22 requests for PURPA contracts since August 2013.²⁵ Of those requests, 17
15 have been for proposed 10 MW facilities. The bulk of these 17 requests has been made by only a
16 few QF developers seeking ESAs for multiple 10 MW facilities.²⁶ This information showing
17 that the majority of requests for ESA are by developers with multiple proposed projects, each at
18 the 10 MW standard contract eligibility cap, suggests that the Commission's 10 MW eligibility
19 cap on standard contracts is not used as a tool to eliminate barriers to entry, but as a tool to
20 obtain advantageous standard contract prices for the largest amount of MWs possible.

21 In any event, representations in Idaho Power's Application to Lower Standard Contract
22 Eligibility Cap and to Reduce the Standard Contract Term reflect that the QFs like those

23 ²² Motion for a Temporary Stay at 4.

24 ²³ See Order No. 14-027.

25 ²⁴ Order No. 14-058 at 7.

26 ²⁵ Staff Exhibit A, Idaho Power Response to Staff DR 5.

²⁶ Staff Exhibit A, Idaho Power Response to Staff DR 5.

1 currently seeking Oregon contracts do not need the protection of the 10 MW eligibility cap for
2 standard contracts.²⁷ Idaho Power represents that since the IPUC reduced the eligibility cap for
3 standard contracts for wind and solar QFs, Idaho Power has negotiated separate contracts in
4 Idaho for a total of 401 MW of QF generation in Idaho.²⁸ Idaho Power also states that it has
5 current requests from an additional 47 proposed projects for a total of 1,081 MW of additional
6 QF solar generation, all with the applicability of a 100 kW standard rate eligibility cap.²⁹ This
7 information reflects that QF development is not impeded by the fact that QFs over 100 kW must
8 negotiate contracts.

9 Similarly, the maximum term of 20 years is intended to ensure that QFs can obtain
10 financing by showing a steady stream of revenue for an extended period, rather than to ensure
11 that QFs can lock in favorable avoided cost prices for an extended period.³⁰ In light of the
12 potential harm from allowing PURPA contracts based on rates that the Commission may
13 determine exceed Idaho Power's actual avoided costs, Staff recommends that the Commission
14 temporarily shorten the term of contracts to mitigate the potential harm and also, to reduce the
15 incentive for out-of-state QFs to seek contracts in Oregon to obtain a contract term that is longer
16 than what is available in surrounding states.

17 **V. Effective date of interim relief.**

18 A Commission decision to grant interim relief to Idaho Power, either by issuing a stay or
19 authorizing any of Idaho Power's four requests for policy changes on an interim basis, raises the
20 practical consideration of when such relief should be effective. Staff recommends that the
21 Commission designate the date Idaho Power filed the Motion for Temporary Stay as the effective

22 _____
23 ²⁷ Application to Lower Standard Contract Eligibility Cap and to Reduce the Contract Term 12-
13.

24 ²⁸ See Idaho Power Application to Lower Standard Contract Eligibility Cap and to Reduce the
Standard Contract Term 12-13.

25 ²⁹ Idaho Power Application to Lower Standard Contract Eligibility Cap and to Reduce the
Standard Contract Term 12-13.

26 ³⁰ Order No. 05-584 at 19.

1 date for Staff's recommended interim change to the eligibility cap and maximum contract term.
2 The practical effect of this demarcation appears to be that six solar QF projects *could potentially*
3 be allowed to sell energy under Schedule 85 prices and terms effective prior to April 24, 2015.³¹
4 Whether any of these solar projects actually will be able to sell energy under Schedule 85 terms
5 and conditions effective prior to April 24, 2015, would be determined separately from review of
6 the issues in Docket No. UM 1725.

7 Staff recommends April 24, 2015 as the effective date of any interim relief because QFs
8 had notice of the potential change in eligibility for Standard Avoided Cost prices and the length
9 of standard contracts once Idaho Power filed its applications on that day. FERC has previously
10 declined to impose new requirements that may disrupt QF's "settled expectations" regarding
11 PURPA policy.³² Once Idaho Power filed its applications and Motion for Temporary Stay, a QF
12 that had not filed a request for an ESA that was compliant with Idaho Power's Schedule 85 was
13 on notice of the potential for interim and immediate relief, and could not after that date have a
14 "settled expectation" of the availability of Standard Avoided Cost prices for all QFs 10 MW or
15 less.

16 In contrast, QFs that filed requests for ESAs that complied with all the requirements of
17 Idaho Power's Schedule 85 prior to April 24, 2015, could reasonably have had an expectation of
18 receiving the terms and prices in effect at the time the QF established the legally enforceable
19
20

21 ³¹ See Comments of Gardner Capital Solar Development, LLC., At 1-2 (noting it had "timely"
22 filed five requests for ESAs for a total of 40 MWs); see also Idaho Power Company's
23 Supplement to Motion for Temporary Stay at 2 (noting one developer had asked for ESAs for
24 five projects on April 7, 2015, and another had asked for an ESA for one project on April 16,
25 2015).

26 ³² See e.g., *Connecticut Valley Electric Company, Inc. v. Wheelabrator Claremont Company, L.P., Wheelabrator Environmental Systems*, 83 FERC 611236 (1998 WL 237574) ("[I]t would not be consistent with Congress' directive to encourage cogeneration and small power production to upset the settled expectations of parties to, and to invalidate any of their obligations under, such executed PURPA sales contracts.").

1 obligation. Staff recommends that the Commission not disturb these expectations, much as
2 FERC has declined to invalidate utilities' obligations under an executed PURPA sales contract.³³

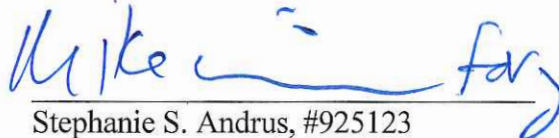
3 **V. Conclusion**

4 Staff recommends that the Commission deny Idaho Power's request to temporarily
5 suspend Idaho Power's obligation to enter into all standard contracts. Staff recommends that the
6 Commission grant Idaho Power's request for alternate interim relief by reducing the eligibility
7 cap for standard contracts and Standard Avoided Cost prices from 10 MW to 100 kW and by
8 limiting the maximum term of QF contracts to 5 years. Staff recommends that the effective date
9 of this relief be the date Idaho Power filed its Motion for Temporary Stay, which means that QFs
10 that filed requests for PURPA contracts that are compliant with Idaho Power's Schedule 85 are
11 eligible to establish legally enforceable obligations regarding the proposed QF projects.

12 DATED 2nd day of June 2015.

13 Respectfully submitted,

14 ELLEN F. ROSENBLUM
15 Attorney General

16 

17 Stephanie S. Andrus, #925123
18 Senior Assistant Attorney General
19 Of Attorneys for Staff of the Public Utility
20 Commission of Oregon

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³³ See, *Id.*

STAFF EXHIBIT 1

Attachment - Response to Staff's DR 5

Idaho Power Company Proposed PURPA Solar - As of May 18, 2015 Idaho

Exhibit 106

Response 5

	Project Name	Project Developer	MWac	Term (Years)	State	Estimated Operation Date	Estimated Obligation (Includes Integration)	Estimated 2 Year Obligation (Includes Integration)	Indicative Pricing request or an ESA Request Date	Date a draft ESA was provided	Date a final ESA was provided
1	Project A1	Developer A	80	20	Idaho	12/01/16	\$213,159,625	\$9,052,344	06/30/2014	9/5/2014	No
2	Project A2	Developer A	28	20	Idaho	12/01/16	\$62,482,130	\$2,843,077	07/28/2014	No	No
3	Project A3	Developer A	30	20	Idaho	12/31/16	\$40,316,768	\$2,110,838	Other Inquiry	No	No
4	Project A4	Developer A	30	20	Idaho	12/31/16	\$40,316,768	\$2,110,838	Other Inquiry	No	No
5	Project B1	Developer B	20	20	Idaho	10/30/16	\$48,378,647	\$2,408,124	10/10/2014	No	No
6	Project B2	Developer B	20	20	Idaho	10/30/16	\$45,549,075	\$2,277,533	10/10/2014	No	No
7	Project C1	Developer C	20	20	Idaho	12/31/16	\$53,382,246	\$2,318,923	12/18/2014	No	No
8	Project C2	Developer C	20	20	Idaho	12/31/16	\$53,283,030	\$2,337,229	12/18/2014	No	No
9	Project C3	Developer C	20	20	Idaho	12/31/16	\$49,203,964	\$2,150,196	12/18/2014	No	No
10	Project C4	Developer C	20	20	Idaho	12/31/16	\$49,360,962	\$2,148,558	12/18/2014	No	No
11	Project C5	Developer C	20	20	Idaho	12/31/16	\$48,760,343	\$2,084,643	12/18/2014	No	No
12	Project C6	Developer C	20	20	Idaho	12/31/16	\$51,486,567	\$2,208,705	12/18/2014	No	No
13	Project C7	Developer C	20	20	Idaho	12/31/16	\$51,493,788	\$2,178,763	12/18/2014	No	No
14	Project C8	Developer C	20	20	Idaho	12/31/16	\$51,355,246	\$2,169,541	12/18/2014	No	No
15	Project C9	Developer C	20	20	Idaho	12/31/16	\$51,797,625	\$2,148,386	12/18/2014	No	No
16	Project C10	Developer C	20	20	Idaho	12/31/16	\$48,438,230	\$2,048,049	12/18/2014	No	No
17	Project D1	Developer D	6	20	Idaho	12/31/16	\$8,063,354	\$422,168	03/20/2015	No	No
18	Project D2	Developer D	7.5	20	Idaho	12/31/16	\$10,079,192	\$527,709	03/20/2015	No	No
19	Project D3	Developer D	10	20	Idaho	12/31/16	\$14,413,193	\$810,279	03/02/2015	No	No
20	Project D4	Developer D	10	20	Idaho	12/31/16	\$14,412,285	\$806,685	03/02/2015	No	No
21	Project E1	Developer E	13	20	Idaho	12/31/16	\$17,470,600	\$914,696	Other Inquiry	No	No
22	Project E2	Developer E	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
23	Project E3	Developer E	13	20	Idaho	12/31/16	\$17,470,600	\$914,696	Other Inquiry	No	No
24	Project E4	Developer E	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
25	Project E5	Developer E	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
26	Project E6	Developer E	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
27	Project E7	Developer E	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
28	Project E8	Developer E	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
29	Project E9	Developer E	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
30	Project E10	Developer E	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
31	Project E11	Developer E	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
32	Project E12	Developer E	13	20	Idaho	12/31/16	\$17,470,600	\$914,696	Other Inquiry	No	No
33	Project F1	Developer F	70	20	Idaho	12/31/16	\$94,072,460	\$4,925,289	Other Inquiry	No	No
34	Project G1	Developer G	3	20	Idaho	12/31/16	\$4,031,677	\$211,084	Other Inquiry	No	No
35	Project H1	Developer H	1	20	Idaho	12/31/16	\$1,343,892	\$70,361	06/02/2014	No	No
36	Project I1	Developer I	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
37	Project B3	Developer B	20	5	Idaho	12/31/16	\$42,588,215	\$2,059,783	01/28/2015	No	No
38	Project B4	Developer B	20	5	Idaho	12/31/16	\$42,415,239	\$2,053,467	01/28/2015	No	No
39	Project B5	Developer B	50	5	Idaho	12/31/16	\$103,750,045	\$4,820,801	01/28/2015	No	No
40	Project B6	Developer B	40	5	Idaho	12/31/16	\$80,232,480	\$3,666,449	01/28/2015	No	No
41	Project D5	Developer D	10	20	Idaho	12/31/16	\$19,377,901	\$1,001,813	02/17/2015	No	No
42	Project D6	Developer D	10	20	Idaho	12/31/16	\$18,700,526	\$968,550	02/17/2015	No	No
43	Project L1	Developer L	28	20	Idaho	12/31/16	\$37,628,984	\$1,970,115	Other Inquiry	No	No
44	Project L2	Developer L	28	20	Idaho	12/31/16	\$37,628,984	\$1,970,115	01/22/2015	No	No
45	Project L3	Developer L	80	20	Idaho	12/31/16	\$107,511,382	\$5,628,901	02/02/2015	No	No
46	Project O1	Developer O	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
47	Project O2	Developer O	20	20	Idaho	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
	Subtotal	1081					\$1,969,960,769	\$94,140,109			

Attachment - Response to Staff's DR 5

Idaho Power Company Proposed PURPA Solar - As of May 18, 2015 Oregon		
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Exhibit 106

Response 5

	Project Name	Project Developer	MWac	Term (Years)	State	Estimated Operation Date	Estimated Obligation	Estimated 2 Year Obligation	ESA Request Date	Date a draft ESA was provided	Date a final ESA was provided
48	Project J1	Developer J	10	20	Oregon	06/15/16	\$30,325,795	\$2,008,461	11/11/2014	12/2/2014	No
49	Project E13	Developer E	20	20	Oregon	12/31/16	\$26,877,846	\$1,407,225	Other Inquiry	No	No
50	Project K1	Developer K	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	11/12/2013	No	No
51	Project K2	Developer K	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	Other Inquiry	No	No
52	Project K3	Developer K	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	11/12/2013	No	No
53	Project K4	Developer K	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	Other Inquiry	No	No
54	Project K5	Developer K	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	09/19/2013	No	No
55	Project K6	Developer K	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	Other Inquiry	No	No
56	Project K7	Developer K	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	08/23/2013	No	No
57	Project K8	Developer K	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	Other Inquiry	No	No
58	Project K9	Developer K	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	Other Inquiry	No	No
59	Project K10	Developer K	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	08/23/2013	No	No
60	Project M1	Developer M	5	20	Oregon	12/31/16	\$15,967,334	\$1,093,292	04/07/2015	No	No
61	Project M2	Developer M	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	04/07/2015	No	No
62	Project M3	Developer M	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	04/07/2015	No	No
63	Project M4	Developer M	5	20	Oregon	12/31/16	\$15,967,334	\$1,093,292	04/07/2015	No	No
64	Project M5	Developer M	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	04/07/2015	No	No
65	Project M6	Developer M	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	05/06/2015	No	No
66	Project N1	Developer N	5	20	Oregon	12/31/16	\$15,967,334	\$1,093,292	04/16/2015	No	No
67	Project N2	Developer N	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	04/27/2015	No	No
68	Project N3	Developer N	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	04/27/2015	No	No
69	Project N4	Developer N	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	04/27/2015	No	No
70	Project N5	Developer N	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	04/27/2015	No	No
71	Project N6	Developer N	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	04/27/2015	No	No
72	Project N7	Developer N	6	20	Oregon	12/31/16	\$19,160,801	\$1,311,950	04/27/2015	No	No
73	Project N8	Developer N	4	20	Oregon	12/31/16	\$12,773,867	\$874,633	04/27/2015	No	No
74	Project N9	Developer N	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	04/27/2015	No	No
75	Project P1	Developer P	10	20	Oregon	12/31/16	\$31,934,668	\$2,186,583	04/27/2015	No	No
	Subtotal		265				\$807,668,339	\$54,800,389			
	Total		1,346				\$2,777,629,108	\$148,940,498			