



e-FILING REPORT COVER SHEET

COMPANY NAME:

DOES REPORT CONTAIN CONFIDENTIAL INFORMATION?  No  Yes If yes, submit a redacted public version (or a cover letter) by email. Submit the confidential information as directed in OAR 860-001-0070 or the terms of an applicable protective order.

Select report type:  RE (Electric)  RG (Gas)  RW (Water)  RT (Telecommunications)  
 RO (Other, for example, industry safety information)

Did you previously file a similar report?  No  Yes, report docket number: RE 141

Report is required by:  OAR 860-029-0030(7)

Statute

Order

Note: A one-time submission required by an order is a compliance filing and not a report (file compliance in the applicable docket)

Other

(For example, federal regulations, or requested by Staff)

Is this report associated with a specific docket/case?  No  Yes, docket number: RE 141

List Key Words for this report. We use these to improve search results.

Second Amendment to the Energy Sales Agreement with Kootenai Electric Cooperative, Inc.

Send the completed Cover Sheet and the Report in an email addressed to [PUC.FilingCenter@puc.oregon.gov](mailto:PUC.FilingCenter@puc.oregon.gov)

Send confidential information, voluminous reports, or energy utility Results of Operations Reports to PUC Filing Center, PO Box 1088, Salem, OR 97308-1088 or by delivery service to 201 High Street SE Suite 100, Salem, OR 97301.

LISA D. NORDSTROM  
Lead Counsel  
[lnordstrom@idahopower.com](mailto:lnordstrom@idahopower.com)

April 2, 2024

**VIA ELECTRONIC FILING**

Attention: Filing Center  
Public Utility Commission of Oregon  
201 High Street SE, Suite 100  
P.O. Box 1088  
Salem, Oregon 97308-1088

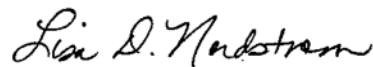
Re: Docket No. RE 141  
Informational Filing Regarding Qualifying Facility Transaction – Second  
Amendment to the Energy Sales Agreement with Kootenai Electric  
Cooperative, Inc.

Dear Filing Center:

Pursuant to OAR 860-029-0030(7), Idaho Power Company (“Idaho Power”) hereby files a copy of the executed the Second Amendment to the Firm Energy Sales Agreement between Idaho Power Company and Kootenai Electric Cooperative, Inc. This agreement was entered into pursuant to the Public Utility Regulatory Policies Act of 1978 (“PURPA”). Under OAR 860-029-0030(7), a public utility must file a true copy of an executed agreement between the utility and PURPA qualifying facility. Idaho Power has been instructed by the Public Utility Commission of Oregon to make all such filings in Docket No. RE 141.

If you have any questions regarding the attached agreement or this letter, please do not hesitate to contact Lead Counsel Lisa Nordstrom at (208) 388-5825.

Sincerely,



Lisa D. Nordstrom, OSB #973528

LDN:cld  
Attachment  
cc: William Hatch – Idaho Power

**SECOND AMENDMENT  
TO THE  
FIRM ENERGY SALES AGREEMENT  
FOR THE FIGHTING CREEK LANDFILL GAS TO ENERGY STATION**

This Second Amendment of the Firm Energy Sales Agreement (“Second Amendment”) is effective as of this 30<sup>th</sup> day of March 2024 (“Effective Date”), and is entered into by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Kootenai Renewable Energy LLC, a limited liability company (“Seller”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Idaho Power and Kootenai Electric Cooperative, Inc. entered into a standard Energy Sales Agreement on March 5, 2014, (the "Agreement") for the purchase and sale of energy produced by the Fighting Creek Landfill Gas to Energy Station (“Project”), which is a Qualifying Facility under Public Utility Regulatory Policies Act of 1978 (“PURPA”) located in Kootenai County, Idaho with a point of delivery in Oregon. The Agreement was submitted to the Public Utility Commission of Oregon (“Commission”) in Docket No. RE 141 on March 11, 2014, in compliance with OAR 860-029-0020(1);

WHEREAS, Idaho Power and Kootenai Electric Cooperative, Inc. entered into a First Amendment to the Agreement on December 03, 2014, to modify the definition of Market Energy Cost in the Agreement to replace the references to the discontinued Dow Jones non-firm index with the Intercontinental Exchange firm Mid-Columbia index, consistent with the change implemented to standard contracts in Oregon as established by the Commission;

WHEREAS, Kootenai Electric Cooperative, Inc. sold the Project to Kootenai Renewable Energy LLC, on March 15, 2024 (“Closing Date”); and

WHEREAS, as a result of this sale, Idaho Power, Kootenai Electric Cooperative, Inc. and Kootenai Renewable Energy LLC have entered a Consent, Assignment, and Assumption Agreement, pursuant to which Kootenai Electric Cooperative, Inc. has assigned and Kootenai Renewable Energy LLC has assumed the Agreement, as amended, and the rights and obligations of the Seller thereunder, with Idaho Power’s consent, effective as of the Closing Date; and

WHEREAS, as a result of this sale and assignment, the Parties desire to amend the Agreement as set forth herein to ensure it correctly identifies the new Seller; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

- 1. Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement, as amended, by this reference to the same extent as if these recitals were set forth in full at this point.
- 2. Amendment.** In the entirety of the Agreement, including its amendments, any reference to Kootenai Electric Cooperative, Inc. shall be replaced with “Kootenai Renewable Energy LLC” from and after the Closing Date; provided, however, that any (i) action or obligation performed by Kootenai Electric Cooperative, Inc.; (ii) notice sent or received by Kootenai Electric Cooperative,

Inc.; (iii) consent given or not given by Kootenai Electric Cooperative, Inc.; (iv) representation or warranty made by Kootenai Electric Cooperative, Inc.; or (v) sums paid or incurred by Kootenai Electric Cooperative, Inc. under the Agreement, as amended, prior to the consummation of the assumption by Kootenai Renewable Energy LLC of Seller’s obligations under the Agreement, as amended, shall not fail, be deemed untrue, or be deemed ineffective, as applicable, because the reference to Kootenai Electric Cooperative, Inc. has been replaced with Kootenai Renewable Energy LLC pursuant to this Section.

3. **Commission Filing.** This Second Amendment will be filed with the Commission in the same manner as the initial Agreement pursuant to OAR 860-029-0020(1).

4. **Effect of Amendments.** Except as expressly amended by this Second Amendment, the Agreement, as amended, shall remain in full force and effect.

5. **Capitalized Terms.** All capitalized terms used in this Second Amendment and not defined herein shall have the same meaning as used in the Agreement, as amended.

6. **Scope of Amendments.** This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors, and assigns, who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

7. **Authority.** Each Party represents and warrants that as of the Effective Date: (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this Second Amendment.

8. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be duly executed as of the date above written.

KOOTENAI RENEWABLE ENERGY LLC

IDAHO POWER COMPANY

By: Benny Benson

By: Ryan N. Adelman

Name: Benny Benson

Name: Ryan Adelman

Title: President

Title: Vice President, Power Supply

Date: 3/29/2024

Date: 3/30/2024