



## 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:

Report is required by: OAR  
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)

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

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

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)

November 4, 2021

**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

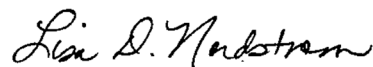
Re: Docket No. RE 141  
Informational Filing Regarding Qualifying Facility Transaction – First  
Amendment to the Energy Sales Agreement with Durkee Solar, LLC

Dear Filing Center:

Pursuant to OAR 860-029-0030(7), Idaho Power Company (“Idaho Power”) hereby files a copy of the executed the First Amended Energy Sales Agreement between Idaho Power Company and Durkee Solar, LLC. 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 Donovan E. Walker at (208) 388-5317.

Sincerely,



Lisa D. Nordstrom, OSB #973528

LDN:cld  
Attachment  
cc: Toby Wilson – w/attach (via e-mail)

**FIRST AMENDMENT TO THE  
ENERGY SALES AGREEMENT (ESA) BETWEEN  
IDAHO POWER COMPANY AND  
DURKEE SOLAR, LLC**

This First Amendment of the ESA (“First Amendment”) is entered into this 29 day of October, 2021 by and between Idaho Power Company, an Idaho corporation (“Idaho Power”), and Durkee Solar, LLC, a limited liability company (“Durkee”) collectively referred to as “Parties”.

**WITNESSETH:**

WHEREAS, on April 29, 2019, Idaho Power and Durkee entered into an ESA pursuant to Idaho Power’s Public Utility Commission of Oregon (“OPUC”) Schedule 85 implementing the Public Utility Regulatory Policies Act of 1978 for Idaho Power Company in the state of Oregon;

WHEREAS, Article 1.36 of the ESA states, “‘Scheduled Operation Date’ - The date specific in Appendix B when Seller anticipates achieving the Operation Date. This date shall not be more than three (3) years after the date in which the Seller executes this Agreement or a later date only if both parties mutual [sic] consent to the later date.” Appendix B of the ESA contains a Scheduled Operation Date of March 31, 2022, chosen by Durkee, which is approximately three years after the date of execution of the ESA (April 29, 2019);

WHEREAS, Durkee has also executed an Interconnection Agreement with Idaho Power, pursuant to the jurisdiction of the OPUC and governed by OAR 860, Division 082, whereby Durkee’s chosen point of interconnection with Idaho Power is dependent upon Idaho Power completing, as a separately required project, a new 138 kV substation upgrade;

WHEREAS, Idaho Power has determined that its separate construction of the relevant 138 kV substation upgrade is tentatively planned for completion during the 4<sup>th</sup> quarter of 2024;

WHEREAS, Durkee has requested to change the Scheduled Operation Date in its ESA with Idaho Power to December 31, 2024, to accommodate the completion of Idaho Power’s substation upgrade and its subsequent interconnection to those new facilities;

WHEREAS, the requested Scheduled Operation Date is beyond the allowed three-years referenced in the ESA, and under the particular circumstances of this case, Idaho Power has agreed to Durkee’s requested December 31, 2024, Scheduled Operation Date only upon the conditions that the pricing contained in the ESA remain unchanged, AND that the twenty-year term of the ESA begins to run as of the originally designated Scheduled Operation Date of March 31, 2022, in order to protect Idaho Power’s customers from increased costs associated with the delayed Scheduled Operation Date of the ESA;

WHEREAS, the Parties now desire to amend the ESA by executing this First Amendment to the same.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. **Recitals.** The Parties acknowledge and agree as to the accuracy of the Recitals set forth above, and such Recitals are incorporated herein by reference.
2. **Amendments to ESA.** The Parties hereby agree to amend the April 29, 2019, ESA as follows:
  - a. The Scheduled Operation Date, set forth in Appendix B, paragraph B-3, of the ESA is hereby changed from March 31, 2022, to December 31, 2024.
  - b. The First Energy Date, set forth in Appendix B, paragraph B-3, of the ESA is hereby changed from February 28, 2022, to November 30, 2024.
  - c. Article 5.1 of the ESA shall be deleted in its entirety and replaced with the following provision:
    - 5.1 Term - Subject to the provisions of paragraph 5.2 below, this Agreement shall become effective on the date first written and shall continue in full force and effect for a period of twenty (20) years (*not to exceed 20 years*) beginning from the original Scheduled Operation Date of March 31, 2022.
  - d. Section 23.1 is amended the notice address for Seller, as reflected below.

To Seller: Durkee Solar, LLC  
C/O Heelstone Renewable Energy, LLC  
1414 Raleigh Road – Suite 210  
Chapel Hill, NC 27517  
Attention: General Counsel  
Email: [Legal@HeelstoneEnergy.com](mailto:Legal@HeelstoneEnergy.com)  
Phone: 844-453-8633
3. **Effect of Amendment.** Except as expressly amended by this First Amendment, the ESA shall remain in full force and effect.
4. **Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the ESA.
5. **Scope of Amendment.** This First 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.
6. **Authority.** Each Party represents and warrants that (i) it validly exists 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 First Amendment.

7. **Counterparts.** This First 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.

[SEPARATE SIGNATURES PAGE ATTACHED]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed in their respective names on the dates set forth below:

**DURKEE SOLAR, LLC**

By: \_\_\_\_\_



Name: Justin Gravatt

Title: Vice President

Date: 10/20/2021

**IDAHO POWER COMPANY**

By: \_\_\_\_\_



Name: Ryan Adelman

Title: Vice President, Power Supply

Date: 10/29/21