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Wednesday, August 9, 2023 4:47:25 PM
IDAHO PUBLIC
UTILITIES COMMISSION

August 9, 2023

VIA ELECTRONIC FILING

Jan Noriyuki, Secretary
Idaho Public Utilities Commission
11331 W. Chinden Blvd., Bldg 8,
Suite 201-A (83714)
PO Box 83720
Boise, Idaho 83720-0074

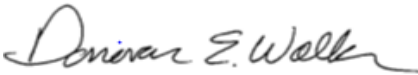
Re: Case No. IPC-E-21-42
In the Matter of Idaho Power Company's Application for Approval of Special
Contract and Tariff Schedule 33 to Provide Electric Service to Brisbie, LLC's
Data Center Facility

Dear Ms. Noriyuki:

Attached for electronic filing, please find Idaho Power Company's Compliance Filing in the above matter.

Please feel free to contact me directly with any questions you might have about this filing.

Very truly yours,



Donovan E. Walker

DEW:sg
Enclosures

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Attorneys for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER)
COMPANY'S APPLICATION FOR) CASE NO. IPC-E-21-42
APPROVAL OF SPECIAL CONTRACT AND)
TARIFF SCHEDULE 33 TO PROVIDE) IDAHO POWER COMPANY'S
ELECTRIC SERVICE TO BRISBIE, LLC'S) COMPLIANCE FILING
DATA CENTER FACILITY.)
)
)
)
_____)

Idaho Power Company ("Idaho Power" or "Company") hereby respectfully submits this Compliance Filing to effectuate updates to the replacement Special Contract for Electric Service between the Company and Brisbie, LLC ("Brisbie") and associated Tariff Schedule 33 as directed by the Idaho Public Utilities Commission ("Commission") in Order No. 35777.

I. BACKGROUND

1. Brisbie is developing a new data center facility at which it anticipates energy requirements will exceed the threshold for service under Schedule 19, Large Power

Service, necessitating special contract arrangements with the Company.¹ In addition to having large load service requirements in excess of 20 megawatts (“MW”), Brisbie has a sustainability objective to support 100 percent of its operations with new renewable resources.

2. As such, the Company and Brisbie entered into a Special Contract Agreement (“Special Contract”) dated December 22, 2021, also referred to as the Brisbie Energy Services Agreement (“Brisbie ESA”). The Brisbie ESA is consistent with and reflects the regulatory framework set forth in the Clean Energy Your Way - Construction option, as outlined in Idaho Power’s Application with the Commission in Case No. IPC-E-21-40 to establish new clean energy offerings for customers under the Clean Energy Your Way (“CEYW”) Program. This was also the approach taken with respect to the Micron Energy Services Agreement (“Micron ESA”), which was submitted for Commission review in Case No. IPC-E-22-06.²

3. On December 22, 2021, Idaho Power filed an application with the Commission seeking approval of: (1) the Special Contract between Idaho Power and Brisbie; (2) the rates and charges set out in Schedule 33; and (3) the regulatory framework for the ongoing implementation and administration of the Special Contract without change or condition.

4. On May 11, 2023, the Commission issued Order No. 35777 approving the Special Contract contingent on the parties modifying the ESA and Schedule 33 as directed by the Commission. The modifications required by the Commission for the

¹ See I.P.U.C. No. 29, Tariff No. 101, Schedule 19 (requiring customers with an aggregate power requirement of more than 20,000 kW at the same premises “make special contract arrangements with the Company.”)

² *In the Matter of Idaho Power Company’s Application for Approval of a Replacement Special Contract with Micron Technology, Inc. and a Power Purchase Agreement with Black Mesa Energy, LLC*, Case No. IPC-E-22-06, Application (Mar. 10, 2022).

Brisbie ESA mirror those directed by the Commission in relation to the similarly situated Micron ESA³ regarding the treatment of Excess Generation Credits (“EGC”) and Renewable Capacity Credits (“RCC”), and the Company was instructed to file updated versions of the Brisbie ESA and Schedule 33 incorporating the necessary modifications within 90 days of the order, or by August 9, 2023.

5. Thereafter, the Parties entered into the First Amendment to the ESA and updated Schedule 33 to incorporate the direction from, and comply with, Commission Order No. 35777. In addition, the First Amendment includes an update intended to correct a discrepancy related to assessment of the Schedule 91, Energy Efficiency Rider charge in relation to the Brisbie ESA, as more fully discussed in Section V below.

II. ALIGNMENT WITH CASE NO. IPC-E-22-06

6. As noted above, both the Brisbie and Micron ESAs submitted for Commission review in this case and Case No. IPC-E-22-06, respectively, are representative of the Company’s pending Clean Energy Your Way - Construction offering and contain a number of comparable provisions including similar compensation mechanism for excess generation and renewable capacity credits. In the Micron case, after approving the Micron ESA and associated tariff schedule subject to certain modifications related to the treatment of EGCs and RCCs,⁴ the Commission addressed the Company’s request for clarification regarding how to calculate the RCCs under the ESA by instructing the Company to work together with Staff to develop a rate structure for calculating RCCs under the ESA.⁵

³ See, e.g., *id.*, Order Nos. 35482 (Aug. 1, 2022), 35607 (Nov. 23, 2022), and 35735 (Apr. 12, 2023).

⁴ Case No. IPC-E-22-06, Order No. 35482.

⁵ *Id.*, Order No. 35532 (Sep. 19, 2022).

7. As a result of the collaborative efforts undertaken by Staff and the Company to fulfill the Commission's directives in Case No. IPC-E-22-06, the Company submitted its first Compliance Filing in that case on December 23, 2022, which included its proposal to implement an RCC performance mechanism payment structure. In conjunction with its proposed Renewable Capacity Credit Payment Performance Mechanism ("Proposed Method") the Company submitted a detailed description of the methodology for Company's proposed RCC performance mechanism for monthly payments under the Micron ESA.⁶

8. In approving the Company's Proposed Method for calculating RCC payments under the Micron ESA in Case No. IPC-E-22-06, the Commission noted "the Proposed Method may guide the Company and CEYW Construction customers when executing future Energy Service Agreements."⁷ Thereafter, the Company submitted its Second Compliance Filing on June 1, 2023, including updates to the Micron ESA and associated tariff schedule intended to incorporate the direction from, and comply with, Commission Order Nos. 35482 and 35735.

9. Based on the Commission's guidance related to executing future CEYW Construction ESAs and because the Brisbie ESA being considered in the instant case includes the same provisions at issue with respect to the Micron ESA in Case No. IPC-E-22-06, the Company addressed the Commission-directed modifications to the Brisbie ESA in the same manner. To that end, included herewith as Attachment 1 is a description of the methodology for Company's proposed RCC performance mechanism for monthly

⁶ *Id.*, Attachment 1 to Idaho Power's Compliance Filing (Dec. 23, 2022).

⁷ *Id.*, Order No. 35735 at 2.

payments under the Brisbie ESA, which is consistent with that provided for the Micron ESA in Case No. IPC-E-22-06.⁸

III. COMPLIANCE - FIRST AMENDMENT TO ESA

10. Pursuant to Order No. 35777, the Company is submitting this Compliance Filing to present the First Amendment to the Brisbie Special Contract, which addresses the Commission-directed modifications to the ESA as well as updated Schedule 33. The First Amendment and Schedule 33 are attached hereto as Attachments 2 and 3, respectively.

Updates to Pricing

11. The First Amendment provides for the replacement of ESA Exhibit 3.1, “Pricing”, in its entirety with the revised version of Exhibit 3.1 (Revised Exhibit 3.1) provided with the First Amendment, which addresses the modifications directed by the Commission in Order No. 35777, as well as Order Nos. 35482, 35607, and 35735 from Case No. IPC-E-22-06, as follows.

12. Excess Generation Credits. In order to effectuate the Commission’s directives related to the EGCs, Exhibit 3.1 has been revised to modify the definition of “Excess Generation Price” to conform with Commission Order No. 35777, whereby it ordered the Company to compensate Excess Generation at “the lower of the Excess Generation Price (with the 85% adjustment in addition to the previously included 82.4% non-firm adjustment) and the actual high- or low-load hour Mid-C market price (without any adjustment) for each hour. . .”⁹

⁸ See *id.*, Attachment 1 to Idaho Power’s Compliance Filing.

⁹ Order No. 35777 at 18. See *also* Case No. IPC-E-22-06, Order No. 35482 at 15.

13. Renewable Capacity Credits. Exhibit 3.1 of the ESA and Schedule 33 have been modified to incorporate several revisions necessary to implement the Commission's orders. First, in Revised Exhibit 3.1, new definitions for "Monthly Adjusted Renewable Capacity Credit," "Monthly Unadjusted Renewable Capacity Credit," and "Performance Ratio Adjustment Factor" have been added. One previously defined term (Renewable Capacity Credit) has been renamed to "Annual Capacity Credit" and is utilized in determination of the "Monthly Unadjusted Renewable Capacity Credit." Finally, Schedule 33 has been revised to align with the new/modified definitions contained within Revised Exhibit 3.1 and a new table (Monthly Unadjusted Renewable Capacity Credit by Month) has been included, consistent with the methodology approved by the Commission in Case No. IPC-E-22-06 and presented in Attachment 1 hereto.

14. Pricing elements defined in Revised Exhibit 3.1 Schedule 33 has been updated to remove pricing element definitions which may be found in Revised Exhibit 3.1, consistent with Micron's Schedule 26.

15. PCA Cost Sharing. In its order, the Commission found "it fair, just, and reasonable that the credits for excess energy generation and capacity included in power supply expense be subject to 95 percent sharing in the PCA."¹⁰ The Company understands the Commission will only allow recovery of 95 percent of the EGCs and RCCs through amounts charged to PCA tracked accounts. In order to ensure the Company remains indifferent to the negotiated ESA, Idaho Power and Brisbie have agreed to modify Exhibit 3.1 of the ESA and Schedule 33 to include an "Administrative Charge." This charge will be recorded in Account 442xxx, Opr Rev Industrial-Brisbie LLC and will not be subject to 95%/5% sharing under the PCA or any successor mechanism.

¹⁰ Order No. 35777 at 19. See also Case No. IPC-E-22-06, Order No. 35607 at 13.

IV. COMPLIANCE – REVIEW OF FUTURE PPAs

16. In reviewing the Brisbie ESA and the associated draft renewable resource PPA, the question arose as to whether renewable resource PPAs associated with special contracts or energy services agreements required Commission review and approval.

17. Ultimately, the Commission found it “fair, just, and reasonable that all future CEYW-Construction project- associated PPAs, or resource construction agreements, be reviewed and approved by the Commission.”¹¹ In conformity with the Commission’s directive, the Company will file future renewable resource PPAs or similar resource construction agreements with the Commission for its review and approval.

V. CORRECTION OF THE RECORD

18. As it was developing the framework under which it will bill the new ESA and related renewable elements, the Company became aware of a discrepancy between how it described the way the Schedule 91, Energy Efficiency Rider (“Rider”) would be assessed and how the charge should be assessed according to its tariff.

19. In its initial filing, Company witness Goralski explained that the Rider charge will be “computed by multiplying the rider percentage times the sum of the monthly billed charge components in block 1 and block 2, except for the Power Cost Adjustment and the renewable resource PPA pass-through payment.”¹² Likewise, the formula for calculating “Monthly Contract Payment[s]” set forth in original Exhibit 3.1 includes the renewable resource credits in the calculation of the Rider amount. However, the description of the Rider computation in the Goralski testimony and incorporated in the assessment of the Rider component of the Monthly Contract Payment calculation in

¹¹ Order No. 35777 at 19. See *also* Case No. IPC-E-22-06, Order No. 35482 at 17-18.

¹² Goralski Direct at 20.


Exhibit 3.1 is inconsistent with the language of Schedule 91, which states: “The Monthly Charge is equal to the applicable Energy Efficiency Rider percentage times the sum of the monthly billed charges for the base rate components.”¹³

20. The Company is bringing this discrepancy to the Commission’s attention to ensure clarity and accuracy of the record and to verify that the Company will assess the Rider in accordance with Schedule 91. The Company has also updated the formula for calculating Monthly Contract Payments in Revised Exhibit 3.1 to ensure the Rider component is computed consistent with Schedule 91 and has also spoken to Brisbie representatives about the matter to ensure Brisbie understands how the Rider charge will be assessed in line with the tariff.

VI. CONCLUSION

21. Idaho Power appreciates the Commission’s review and consideration of the issues in this case and the opportunity to make this compliance filing to address the Commission’s concerns. The Company believes the attached and executed First Amendment makes the necessary changes to the ESA required to implement the Commission’s directives and respectfully requests that the Commission approve: the Brisbie ESA dated December 22, 2021; the First Amendment thereto dated August 3, 2023, including Revised Exhibit 3.1; and Schedule 33 as revised.

Respectfully submitted this 9th day of August 2023.



DONOVAN E. WALKER
Attorney for Idaho Power Company

¹³ See I.P.U.C. No. 29, Tariff No. 101, Schedule 91.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 9th day of August 2023, I served a true and correct copy of the foregoing Idaho Power Company's Compliance Filing upon the following named parties by the method indicated below, and addressed to the following:

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Stacy Gust
Regulatory Administrative Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-21-42**

IDAHO POWER COMPANY

**ATTACHMENT 1
Proposed Payment Structure**

Attachment 1 – Case No. IPC-21-42 – Proposed Brisbie, LLC Renewable Capacity Credit Payment Structure for Pleasant Valley Solar

The capacity contribution calculated at the time of contract execution was 31.21%. The annual payment is determined by multiplying the average capacity contribution, as calculated by the ELCC method (or NREL 8,760-based method for projects executed before the 2021 IRP acknowledgement), by the avoided cost of capacity. The avoided cost of capacity is the levelized fixed cost associated with the least-cost dispatchable resource from the Company's most recently acknowledged IRP; for the 2019 IRP the identified resource was a reciprocating internal combustion engine ("RICE"), and for the 2021 IRP the identified resource was a simple-cycle combustion turbine. In the case of Brisbie, LLC, the avoided cost of capacity at the time of contract execution was a RICE with levelized capacity cost of \$121.19 per kW per year.

Determine Annual Payment

The annual payment is calculated by multiplying the capacity contribution by the nameplate of the selected project by the avoided cost of capacity:

$$\text{Annual Payment} = \text{Capacity Contribution} * \text{Project Nameplate} * \text{Avoided Cost of Capacity}$$

Applying the annual payment calculation to the Pleasant Valley Solar project, the resulting value is determined to be \$7,564,680 per year:

$$\text{Annual Payment} = (31.21\%) * (200,000 \text{ kW}) * \left(\frac{\$121.19}{\text{kW} \cdot \text{yr}} \right) = \$7,564,680/\text{yr}$$

Determine Months of Capacity Need

The annual payment will be calculated at the time of contract execution and distributed proportionally over the months that capacity is expected to be needed. To determine the months of capacity need, the Loss of Load Expectation (“LOLE”) per month of the different historical years would be used to calculate an average LOLE for each month. If a significant resource stack change is expected in the near future, an adjusted case would be used to guide the monthly weighted average calculations. For the Pleasant Valley Solar project, a forward period was utilized, 2025. The average monthly LOLE values for the 2025 Load and Resource (“L&R”) year are listed in Table 1.

Table 1. 2025 L&R Average Monthly LOLE

Month	Average LOLE
January	0.000519
February	0.000041
March	0.000001
April	0.000021
May	0.000009
June	0.002826
July	0.059431
August	0.019593
September	0.003627
October	0.000899
November	0.006035
December	0.006498

For the Pleasant Valley Solar project, because the contract was executed prior to the 2021 IRP acknowledgement the NREL 8,760-based method was used to determine capacity contribution, there were no monthly LOLE values calculated. A 2025 L&R year was used to determine the months of capacity need because it is the year the project is

expected to be online. Idaho Power is expecting a significant addition of ramping industrial load during in 2025, meaning the load expected in January 2025 is significantly lower than the load expected in December 2025. To annualize for the impact of the industrial load ramp, the average LOLE value of months November and December was used for January and February. Using the results from the 2025 L&R with industrial load annualizing adjustment applied to January and February LOLE values, the monthly LOLE weighted averages are listed in Table 2.

Table 2. Monthly LOLE Weighted Average

Month	Weighted Average
January	5.62%
February	5.62%
March	-
April	-
May	-
June	2.54%
July	53.33%
August	17.58%
September	3.25%
October	0.81%
November	5.42%
December	5.83%

The twelve months of the calendar year are grouped into three different periods given their Loss of Load Probability (“LOLP”) profiles, as described in the list below:

- **Summer:** June, July, and August
- **Winter:** January, February, November, and December
- **Off-season:** September and October

Note that March through May remain at 0% LOLP. A weighted average per period is calculated by adding the percentages of each month within the corresponding period together, as shown in Table 3.

Table 3. LOLE Weighted Average per Period

Summer		Winter		Off-Season	
June	2.54%	January	5.62%	September	3.25%
July	53.33%	February	5.62%	October	0.81%
August	17.58%	November	5.42%		
		December	5.83%		
Summer Total	~73%	Winter Total	~22%	Off-Season Total	~5%

For the winter and off-season periods, the total is spread out relatively equally over the various the months; this means the approximate 22% for the winter total would be divided by the 4 months for 5.50% in each month, and the approximate 5% for the off-season total would be divided by the 2 months for 2.5% in each month.

For the summer period, the high LOLP hours span from the last 2 weeks of June through the first 2 weeks of August (totaling 8 weeks), meaning there are 4 weeks in July, 2 weeks in June and 2 weeks in August that encompass the high LOLP hours. Because the summer total is set to equal the approximate 73%, the high LOLP hours weekly weighting can be used to smooth the summer period spread:

- **June** - $73\% * \left(\frac{2 \text{ weeks}}{8 \text{ weeks}}\right) = 18.25\%$
- **July** - $73\% * \left(\frac{4 \text{ weeks}}{8 \text{ weeks}}\right) = 36.50\%$
- **August** - $73\% * \left(\frac{2 \text{ weeks}}{8 \text{ weeks}}\right) = 18.25\%$

The final weights by month are shown in Table 4.

Table 4. Seasonal Monthly LOLE Weighted Average

Month	Weighted Average
January	5.50%
February	5.50%
March	-
April	-
May	-
June	18.25%
July	36.50%
August	18.25%
September	2.50%
October	2.50%
November	5.50%
December	5.50%

The monthly payment is calculated by taking the previously calculated annual payment of \$7,564,680 per year and multiplying it by the weighted average for each month, as shown in Table 5.

Table 5. Seasonal Monthly Payment

Month	Weighted Average	Monthly Payment
January	5.50%	\$416,057
February	5.50%	\$416,057
March	-	-
April	-	-
May	-	-
June	18.25%	\$1,380,554
July	36.50%	\$2,761,108
August	18.25%	\$1,380,554
September	2.50%	\$189,117
October	2.50%	\$189,117
November	5.50%	\$416,057
December	5.50%	\$416,057
Total	100.00%	\$7,564,680

Performance Metric

The Performance Ratio (“PR”) is a metric widely used to track performance of photovoltaic (“PV”) systems in the industry.¹²³ The PR metric can be used to ensure a project is being well maintained and is performing as expected. PR can be defined as the ratio of measured output to the expected output for a given reporting period based on the system nameplate rating. Traditionally, PR is mathematically expressed as

$$PR = \frac{\frac{kWh_{AC}}{kW_{DC,STC}}}{\frac{\frac{m^2}{1kW}}{m^2}}$$

where

kWh_{AC} = Energy Generated by the Plant

$kW_{DC,STC}$ = Rated Direct Current Power of the Plant at Standard Test Conditions

kWh_{sun} = Plane of Array (“POA”) Irradiance

The PR metric is most often used by power plant operators to track plant performance. Idaho Power proposes to modify the previously shown equation to consider the contracted nameplate of the plant on the Alternating Current (“AC”) side and not on the Direct Current (“DC”) side. The contract with Idaho Power is on the AC side and it has the potential to be the limiting factor during operation. The proposed modification would result in the following PR equation:

$$PR = \frac{kWh_{AC}}{kW_{NP,AC} * kWh_{sun}}$$

¹ IEC 61724-1: 2017 Photovoltaic System Performance

² Performance of Photovoltaic Systems Recorded by oSPARC, NREL 2020

³ PV System Performance Assessment, Sunspec Alliance, San Jose State University, 2014

One of the interconnection requirements is for the project to provide Idaho Power with weather data via Supervisory Control and Data Acquisition (“SCADA”). One of the variables required is the Plane of Array (“POA”) irradiance (kWh_{sun}). The energy injected into the system is also measured via SCADA, making the PR calculation relatively straight-forward.

Performance Ratio Target

The PR metric is directly impacted by the energy output which is proportional to irradiance and inversely proportional to module temperature. The PR equation accounts for irradiation; changes in irradiation will have little effect on the PR. However, changes in temperature are not accounted for in the PR calculation and the PR will decrease as temperature increases. To account for the impact of temperature on the PR calculation, Idaho Power proposes to set a different PR target for the summer months than the non-summer months. The Company proposes to use the PR targets described in Table 7 and graphically displayed in Figure 1.

Table 7. PR Targets by Period

Period	Target
January through May	$PR \geq 1.0$
June through September	$PR \geq 0.95$
October through December	$PR \geq 1.0$

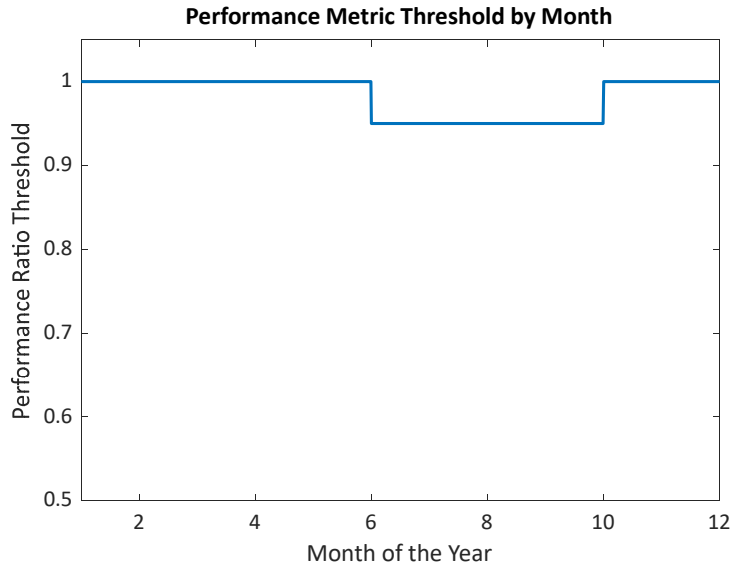


Figure 1. PR Targets by Month

Hours of Need

Capacity is only avoided during certain hours of the calendar year. The hours where capacity is needed are the hours which have high LOLP values. To provide compensation for capacity when it is needed, the PR metric will be calculated based on the high LOLP hours of each period for the 2025 L&R, which have been identified in Table 8.

Table 8. 2025 L&R High LOLP Hours

Period	Identified High LOLP Hours
Summer + September	1:00 pm - 11:00 pm
Winter + October ⁴	4:00 am - 11:00 am & 3:00 pm - 10:00 pm

⁴ Identified LOLP Hours for Winter + October are 4:00 am – 11:00 am & **4:00 pm** – 10:00 pm for the 2025 L&R. Due to the limited solar PV generation possible in the 4:00 pm to 10:00 pm window in certain months in the Winter + October period; the 3:00 pm – 4:00 pm hour is included to reduce the solar generation measurement variability. For LOLP hours outside of solar PV generation hours, the expectation of solar PV generation based on irradiance at the site is zero.

For clarification, the hours presented in Table 8 are Hour Beginning (“HB”) for the first interval and Hour Ending for the second interval (“HE”). Using the summer + September period as an example, 1:00 pm HB represents the hour spanning from 1:00 pm to 2:00 pm while 11:00 pm HE represents the hour spanning from 10:00 pm to 11:00 pm; this means the identified summer period high LOLP hours begin at 1:00 pm and conclude at 11:00 pm.

Reduction on Payment

To receive the full monthly payment, the project will have to meet the PR threshold in the corresponding high LOLP hours (as set in Table 8). If the PR is not met, a reduction in payment will be applied to the project. The reduction will be calculated based on the impact to capacity as measured by the ELCC. The impact on capacity will be determined by reducing the output of the project and calculating its ELCC. For the Pleasant Valley Solar project, the relationship between output and ELCC reduction was calculated over the range of 0.5 PR to 1.0 PR, as shown in Figure 2.

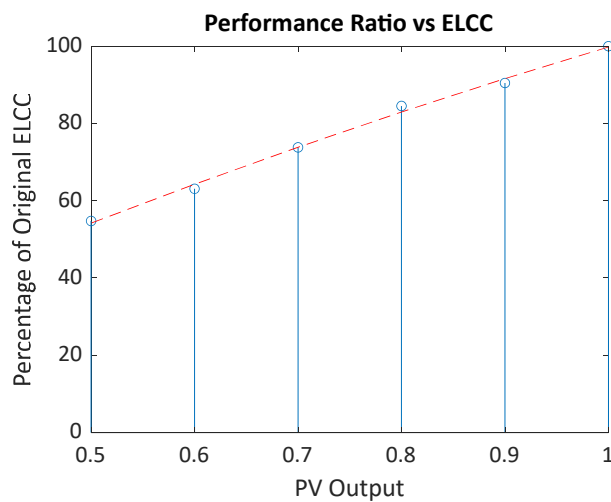


Figure 2. Relationship Between PR & ELCC

The results shown in Figure 2 will be used to determine the monthly payment reduction if the project did not meet the monthly PR target. In any month where capacity payments are applied do not meet the corresponding target PR, a reduction as presented in Figure 2 would be applied (the reduction is calculated by interpolating between the monthly PR value and the target PR value for that month). As an example of how the PR versus ELCC approach would be implemented, data for a similar project near the Pleasant Valley Solar site was collected for the 2021 L&R; the PRs were then calculated for the corresponding high LOLP hours of each month with the results shown in Table 9 (bolded values represent calculated PR values that did not meet the targets identified in Table 7).

Table 9. Monthly Performance Ratio & Payment Example

Month	Performance Ratio	Payment Reduction	Monthly Payment
January	1.08	0.00%	\$416,057
February	1.13	0.00%	\$416,057
March	-	-	-
April	-	-	-
May	-	-	-
June	0.98	0.00%	\$1,380,554
July	1.00	0.00%	\$2,761,108
August	0.99	0.00%	\$1,380,554
September	0.97	0.00%	\$189,117
October	1.01	0.00%	\$189,117
November	1.11	0.00%	\$416,057
December	0.98	1.80%	\$408,568
Total			\$7,557,189

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-21-42**

IDAHO POWER COMPANY

**ATTACHMENT 2
First Amendment to ESA**



**FIRST AMENDMENT TO THE
SPECIAL CONTRACT
BETWEEN
IDAHO POWER COMPANY AND
BRISBIE, LLC**

This **First Amendment to the Special Contract** (“First Amendment”) is effective as of August 3, 2023 (“Effective Date”) and is entered into by and between **Brisbie LLC**, a limited liability company (“Brisbie”), and **Idaho Power Company**, an Idaho corporation (“Idaho Power”) (hereinafter each individually referred to as a “Party” or collectively as the “Parties”).

WHEREAS, Brisbie is developing a data center campus and associated infrastructure and facilities (“Data Facility”) in Idaho Power’s electric service territory and is anticipating that the Data Facility’s annual aggregate energy requirements, which Brisbie desires be met with energy generated by renewable resources, will exceed the threshold for Schedule 19, Large Power Service, necessitating special contract arrangements with the Company; and

WHEREAS, on December 22, 2021, Idaho Power and Brisbie entered into a Special Contract Agreement (“Special Contract”), and Idaho Power initiated Case No. IPC-E-21-42 with the Idaho Public Utilities Commission (“Commission”) on December 22, 2021, requesting approval of the Special Contract and the associated rates and charges proposed in tariff Schedule 33; and

WHEREAS, the Commission issued Order No. 35777 on May 11, 2023, directing Idaho Power to update the Brisbie Special Contract and Schedule 33 to address Commission-directed modifications relating to the treatment of Excess Generation Credits (“ECG”), Renewable Capacity Credits (“RCC”), and cost sharing under the Power Cost Adjustment (“PCA”); and

WHEREAS, incidentally to the Commission’s mandate, the Company discovered a discrepancy between how the Schedule 91 Energy Efficiency Rider was depicted in the description of the various rate component monthly charges included in the pricing exhibit to the Special Contract and how the charge should be assessed according to its tariff Schedule 91; and

WHEREAS, the Parties desire to enter into this First Amendment to the Special Contract to incorporate the direction from, and comply with, Commission Order No. 35777, as well as make clear that the Energy Efficiency Rider will be assessed consistent with Schedule 91, and hereby submit the same for the Commission’s approval.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Brisbie and Idaho Power, each intending to be legally bound, agree as follows:



1. Incorporation of Recitals. The above-stated recitals are incorporated into and made a part of this First Amendment by this reference.
2. Amendment.
Exhibit 3.1: Pricing. Exhibit 3.1 to the Special Contract is hereby replaced in its entirety with the revised version of Exhibit 3.1 (Revised Exhibit 3.1) included in the Attachment hereto, which is incorporated by reference as if set forth fully.
3. IPUC Approval. The obligations of the Parties under this First Amendment are subject to the Commission’s approval of this First Amendment and such approval being upheld on appeal, if any, by a court of competent jurisdiction.
4. Effect of Amendment. Except as expressly amended by this First Amendment, the terms and conditions of the Special Contract remain unchanged.
5. Capitalized Terms. All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as in the Special Contract.
6. 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 hereof.
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 Special Contract, and (iii) it has the requisite authority to execute this First Amendment.
8. 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. A signature in “PDF” format or an electronic signature to this First Amendment shall be deemed an original and binding upon the Party against which enforcement is sought.
9. Governing Law. Unless otherwise expressly provided herein, the terms and conditions of this First Amendment shall be governed by, controlled, construed, and enforced in accordance with the laws and decisions of the state of Idaho applicable to agreements to be made and to be performed in Idaho without regard to principles of conflicts of law.

[Signatures appear on the following page]



IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Special Contract to be executed by the duly authorized representatives as of the date first set forth above.

BRISBIE LLC.

By: *RBDalley*
Name: R. Bryce Dalley
Title: Authorized Representative

IDAHO POWER COMPANY

By: *Adam Richins*
Name: Adam Richins
Title: COO



**ATTACHMENT TO
FIRST AMENDMENT TO THE SPECIAL CONTRACT
BETWEEN
IDAHO POWER COMPANY AND
BRISBIE, LLC**

Revised Exhibit 3.1: Pricing

If energy output from all Projects in any Hour is greater than the energy requirement for the Total Supply Obligation in such Hour, then Customer will be credited the amount of such excess times the Excess Generation Price for Block 1 and Block 2.

“Block 1” means the first 20 MW of the Total Supply Obligation.

“Block 2” means Total Supply Obligation exceeding the first 20 MW.

Pricing components will be updated at the following intervals:

<u>Block 1 (19-T Rates)</u>	<u>Block 2 – Billing Demand Charge</u>	<u>Block 2 – Contract Demand</u>	<u>Block 2 – Daily Excess Demand</u>	<u>Block 2 – Supplement Energy Price</u>	<u>Excess Generation Price</u>	<u>Renewable Capacity Credit</u>
General Rate Case Other Revenue Requirement Filing	General Rate Case Other Revenue Requirement Filing	General Rate Case	General Rate case	Upon IPUC IRP acknowledgment	Upon IPUC IRP acknowledgment	Execution of the Renewable Resource PPA or the Parties’ agreement to procure or construct the Idaho Power-owned Renewable Resource, as applicable, subject to IPUC approval



Block 1

POWER FACTOR ADJUSTMENT Where the Customer's Power Factor is less than 95 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 95 percent and dividing by the actual Power Factor.

"Block 1 Pricing" means the retail rates as defined in Idaho Power Company's current Idaho retail tariff Schedule 19 Large Power Service – Transmission Service plus the Embedded Energy Fixed Cost Rate.

If energy output from all Projects in any Hour is less than the energy requirement for the Block 1 Total Supply Obligation for such Hour, then Customer will be charged amount of such deficit times the applicable Block 1 Pricing Energy Charge.

If energy output from all Projects in any Hour meets any portion of the energy requirement for the Block 1 Total Supply Obligation for such Hour, then Customer will be charged amount of such portion times the Embedded Energy Fixed Cost Rate.

Block 1 Total Supply Obligation capacity requirements will be charged under the Basic Load Capacity; Billing Demand, and On-Peak Billing Demand pricing components as defined under Block 1 Pricing.

Block 1 will also be subject to Service Charge and other Monthly Charges as defined under Block 1 Pricing.

"Embedded Energy Fixed Cost Rate" means the per kilowatt hour rate of cost-of-service classified fixed costs embedded in Schedule 19 Large Power Service - Transmission Energy Charges. The Embedded Energy Fixed Cost Rate is the difference between the Block 1 Pricing Energy Charge less the Embedded Energy Rate.

"Embedded Energy Rate" means the per kilowatt hour rate of cost-of-service classified energy costs included in Schedule 19 Large Power Service - Transmission Energy Charges. The rate will be reset with each Idaho Power filing in Idaho which increases or decreases Schedule 19 - Transmission revenue requirement.

Block 2

POWER FACTOR ADJUSTMENT Where the Customer's Power Factor is less than 95 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 95 percent and dividing by the actual Power Factor.

If energy output from all Projects in any Hour does not meet the energy requirement for the Block 2 Total Supply Obligation for such Hour, then Customer will be charged amount of such deficit times the Supplemental Energy Price.



“Administrative Charge” is equal to 5 percent of the portion of the Excess Generation Credit and/or the Monthly Adjusted Renewable Capacity Credit that is recovered through the Power Cost Adjustment and that Idaho Power allocates to the State of Idaho. The Administrative Charge will be determined and applied monthly.

“Annual Renewable Capacity Credit” means the product of the Renewable Capacity Contribution and the Renewable Capacity Credit Rate.

“Block 2 Billing Demand” means the Block 2 Total Supply Obligation capacity requirement average kW supplied during the 15-consecutive-minute period of maximum use during the Monthly billing period, adjusted for Power Factor.

“Block 2 Billing Demand Charge” means the Block 2 Billing Demand Charge as defined in Schedule 33. A steady-state Total Supply Obligation assumption is used to derive the initial Block 2 Billing Demand Charge and the underlying Total Supply Obligation steady-state assumption will remain applicable until the rate effective date following Idaho Power’s next Idaho general rate case. Alternatively, should Brisbie’s Total Supply Obligation exceed 30 MW, either Party may propose to re-calculate the block 2 Billing Demand Charge based upon the then current load characteristics and steady-state operating assumptions; subject to IPUC approval.

“Capacity Contribution Factor” is based on the capacity contribution methodology and preferred portfolio resource addition timing of the most recently acknowledged IRP, is set at the time of execution of the PPA or the Parties’ agreement to procure or construct the Idaho Power owned renewable resource. Capacity Contribution Factor remains the same value for the duration of the term of the PPA or the period of time during which the Idaho Power-owned resource will provide Project output to Brisbie, as applicable. For the 2019 Second Amended IRP this value is 31.21% for a 200 megawatt, single-axis, utility scale solar photovoltaic resource.

“Contract Demand Charge” is the sum of Idaho Power’s effective Open Access Transmission Tariff firm point-to-point transmission service provided under its Schedule 7 plus (1) the product of Schedule 3 Compensation for Regulation and Frequency Response Service multiplied by the minimum requirement; (2) the product of Schedule 5 Operating Reserves – Spinning Reserve Service Compensation multiplied by the minimum requirements, and (3) the product of Schedule 6 Operating Reserves – Supplemental Reserve Service Compensation multiplied by the minimum requirements. The Contract Demand Charge will be reset by the then effective Idaho Power Open Access Transmission Tariff at the time of an Idaho Power general rate case.

“Excess Demand” means Block 2 Billing Demand in excess of the Contract Demand.

“Daily Excess Demand Charge” is the annual incremental charge for 1 MW above Contract Demand, recovered in a single month, computed as a daily rate.

“Embedded Generation and Transmission Charge” means the total amount of Block 2 Billing Demand for the Month times the Block 2 Demand Charge, plus Block 2 Contract Demand for the Month times the Contract Demand Charge, plus Daily Excess Demand for the Month times the Daily Excess Demand Charge.



“Excess Generation” means the amount for each Hour by which energy from all Projects exceeds the Total Supply Obligation energy requirement.

“Excess Generation Credit” means the total amount of Excess Generation for the Month times the Excess Generation Price.

“Excess Generation Price” means the lower of (1) 85 percent of the hourly Mid-Columbia price forecast used in Idaho Power’s most recently IPUC acknowledged Integrated Resource Plan (IRP), with non-firm adjustment of 82.4% applied to each hour’s price, or (2) the actual heavy or light load hour (as applicable) Mid-Columbia market price for each hour of Excess Generation delivered. The non-firm adjustment will be based on the rate contained within Schedule 86 or its successor schedule. Proposed Excess Generation Price will be filed concurrent with IRP filing and will become effective the month following IPUC acknowledgement of the corresponding IRP, and cover a twenty-four month term, or until IPUC acknowledgement of the subsequent IRP. See Attachment No. 1 to the Special Contract for Effective Excess Generation Price from the 2019 Second Amended IRP for the period 2024 through 2026. A sample page of the Attachment is included as Exhibit 3.6.

“Monthly Adjusted Renewable Capacity Credit” is the product of the Monthly Unadjusted Renewable Capacity Credit and the Performance Ratio Adjustment Factor. The Monthly Adjusted Renewable Capacity Credit will be provided to Brisbie monthly, starting the month of the respective Project’s Renewable Capacity Credit Eligibility Date (contained in Schedule 33) or the month following the commercial operation date of the applicable Project, whichever is later, and will remain in effect for the duration of the term of the Renewable Resource PPA or the period of time during which the Idaho Power-owned Renewable Resource will provide Project Output to Brisbie, as applicable.

“Monthly Unadjusted Renewable Capacity Credit” is the maximum monthly payment available to Brisbie with respect to a Renewable Resource PPA based on the Annual Renewable Capacity Credit, and is subject to adjustment by applying the Performance Ratio Adjustment Factor. The Monthly Unadjusted Renewable Capacity Credit will be determined at time of execution of the Renewable Resource PPA or the Parties’ agreement to procure or construct the Idaho Power-owned Renewable Resource, as applicable, and will be subject to IPUC approval.

"Performance Ratio Adjustment Factor" is the adjustment to be applied to the Monthly Unadjusted Renewable Capacity Credit and is determined at time of execution of the Renewable Resource PPA or the Parties’ agreement to procure or construct the Idaho Power-owned renewable resource, as applicable, and will be subject to IPUC approval. Idaho Power will provide the Performance Ratio Adjustment Factor to Brisbie at least 5 days in advance of execution of the respective PPA or the Parties’ agreement to procure or construct the Idaho Power owned renewable resource. Schedule 33 will include reference to the IPUC docket where Performance Ratio Adjustment Factor methodology is detailed.

“REC Administrative Charge” means Idaho Power’s actual costs, if any, charged by WREGIS for transferring WREGIS Certificates from Idaho Power’s WREGIS account to Customer’s WREGIS Account, if any, the Parties acknowledging that no REC Administrative Charge is expected to be incurred because Environmental Attributes are intended to be transferred directly from the projects to Customer.



“Renewable Capacity Contribution” means the Project MW AC nameplate capacity multiplied by the Capacity Contribution Factor.

“Renewable Capacity Credit Rate” is based on the Avoided Levelized Capacity Costs included as part of Demand-Side Management Assumptions in the most recently acknowledged IRP. Renewable Capacity Credit Rate is set at the time of PPA execution and remains the same value for the duration of that PPA’s term. For the 2019 Second Amended IRP this value is \$121.19/kW-year for a Reciprocating Internal Combustion Engine (RICE), found in the IRP Technical Appendix C, p.18, under Demand-Side Resource Data.

“Supplemental Energy” means the amount for each Hour by which energy output from all projects is less than (b) the Block 2 Total Supply Obligation energy requirement.

“Supplemental Energy Price” means the marginal price averages published in Idaho Power’s most recently IPUC acknowledged Integrated Resource Plan (IRP) Technical Appendix C, excluding capacity costs in any on the five seasonal time periods. Seasonal time periods for the Supplemental Energy Price match the seasonal time periods used to determine the marginal price averages from the reference IRP. Proposed Supplemental Energy Price will be filed concurrently to IRP filing and will become effective the month following IPUC acknowledgement of the corresponding IRP, and cover a twenty-four month term, or until IPUC acknowledgement of the subsequent IRP.

“Supplemental Energy Cost” means the total amount of Supplemental Energy for the Month times the Supplemental Energy Price.

“Monthly Contract Payment” shall be

[A plus B plus C plus D minus E minus F plus G plus H]

plus

[Idaho Power’s Schedule 91 Energy Efficiency Rider multiplied by the sum of [C plus D]] if more than zero

plus

[Applicable charge from Idaho Power Schedule 95 Adjustments for Municipal Franchise Fees multiplied by the sum of [A plus C plus D minus E minus F plus G plus H]]

where:

A	=	Tariff/PPA pass-through Payment
B	=	Block 1 Pricing
C	=	Embedded Generation and Transmission Charge
D	=	Supplemental Energy Cost
E	=	Excess Generation Credit
F	=	Monthly Adjusted Renewable Capacity Credit
G	=	REC Administrative Charge
H	=	Administrative Charge

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION
CASE NO. IPC-E-21-42**

IDAHO POWER COMPANY

ATTACHMENT 3

Schedule 33

SCHEDULE 33
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
FOR
BRISBIE, LLC.

SPECIAL CONTRACT DATED DECEMBER 22, 2021, AMENDED AUGUST 3, 2023

POWER FACTOR ADJUSTMENT

Where the Customer's Power Factor is less than 95 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 95 percent and dividing by the actual Power Factor.

BLOCK 1

BASIC LOAD CAPACITY

The Basic Load Capacity is the average of the two greatest monthly Billing Demands established during the 12-month period which includes and ends with the current Billing Period, but not less than 1,000 kW for Large Power Service.

BILLING DEMAND

The Billing Demand is the average kW supplied during the 15-consecutive-minute period of maximum use during the Billing Period, adjusted for Power Factor.

ON-PEAK BILLING DEMAND

The On-Peak Billing Demand is the average kW supplied during the 15-minute period of maximum use during the Billing Period for the On-Peak time period.

TIME PERIODS

The time periods are defined as follows. All times are stated in Mountain Time.

Summer Season

On-Peak: 1:00 p.m. to 9:00 p.m. Monday through Friday, except holidays
Mid-Peak: 7:00 a.m. to 1:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays, and 7:00 a.m. to 11:00 p.m. Saturday and Sunday, except holidays
Off-Peak: 11:00 p.m. to 7:00 a.m. Monday through Sunday and all hours on holidays

Non-summer Season

Mid-Peak: 7:00 a.m. to 11:00 p.m. Monday through Saturday, except holidays
Off-Peak: 11:00 p.m. to 7:00 a.m. Monday through Saturday and all hours on Sunday and holidays

SCHEDULE 33
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
FOR
BRISBIE, LLC.
(Continued)

TIME PERIODS (Continued)

The holidays observed by the Company are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When New Year's Day, Independence Day, or Christmas Day falls on a Sunday, the Monday immediately following that Sunday will be considered a holiday.

SUMMER AND NON-SUMMER SEASONS

The summer season begins on June 1 of each year and ends on August 31 of each year. The non-summer season begins on September 1 of each year and ends on May 31 of each year.

MONTHLY CHARGE

The Monthly Charge is the sum of the following charges, and may also include charges as set forth in Schedule 55 (Power Cost Adjustment), Schedule 91 (Energy Efficiency Rider), and Schedule 95 (Adjustment for Municipal Franchise Fees).

	<u>Summer</u>	<u>Non-summer</u>
Service Charge, per month	\$299.00	\$299.00
Basic Charge, per kW of Basic Load Capacity	\$0.71	\$0.71
Demand Charge, per kW of Billing Demand	\$5.93	\$4.41
On-Peak Demand Charge, per kW of On-Peak Billing Demand	\$0.97	n/a
Energy Charge, per kWh		
On-Peak	5.2447¢	n/a
Mid-Peak	4.1889¢	3.9577¢
Off-Peak	3.7394¢	3.5383¢
Embedded Energy Fixed Cost Rate, per kWh		
On-Peak	2.4311¢	n/a
Mid-Peak	1.3753¢	1.1441¢
Off-Peak	0.9258¢	0.7247¢

SCHEDULE 33
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
FOR
BRISBIE, LLC.
(Continued)

BLOCK 2

MONTHLY CHARGE

The Monthly Charge is the sum of the following charges, and may also include charges as set forth in Schedule 91 (Energy Efficiency Rider), and Schedule 95 (Adjustment for Municipal Franchise Fees). Terms used below have the meanings given to them in the Special Contract referenced above.

Daily Excess Demand Charge

\$1.196 per each kW over the Contract Demand.

Excess Generation Credit

As defined in Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, December 22, 2021 as amended.

Monthly Contract Demand Charge

\$2.99 per kW of Contract Demand.

Monthly Billing Demand Charge

\$10.75 per kW of Billing Demand but not less than Minimum Monthly Billing Demand.

Minimum Monthly Billing Demand

The Minimum Monthly Billing Demand will be 20,000 kilowatts.

Monthly Adjusted Renewable Capacity Credit(s)

See Table Nos. 1, 2, 3, and Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, dated December 22, 2021, as amended.

Renewable Resource Cost

As included in the Monthly Contract Payment listed in Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, December 22, 2021, as amended.

Supplemental Energy Cost

As defined in Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, December 22, 2021, as amended.

Administrative Charge

As defined in Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, December 22, 2021, as amended.

SCHEDULE 33
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
FOR
BRISBIE, LLC.
(Continued)

Renewable Resource Agreements

Calculation of the Monthly Unadjusted Renewable Capacity Credit for each Project is quantified in the tables below. The Monthly Adjusted Renewable Capacity Credit will be provided to Brisbie, LLC monthly, starting the month of the Project's Renewable Capacity Credit Eligibility Date (as defined in Table 3) or the month following the respective Project's commercial operation date, whichever is later, and will remain in effect for the duration of the term of the Renewable Resource PPA or the period of time during which the Idaho Power-owned Renewable Resource will provide Project Output to Brisbie, LLC as applicable. The Monthly Adjusted Renewable Capacity Credit will be provided in accordance with Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, dated December 22, 2021, as amended.

TABLE 1: RENEWABLE CAPACITY CREDIT							
Project	Most Recently Acknowledged IRP	(a) Project Nameplate (kW AC)	(b) Capacity Contribution Factor	(c) Renewable Capacity Contribution (a * b)	(d) Renewable Capacity Credit Rate (\$/kW-yr)	(e) Renewable Capacity Credit Adjustment	(f) Annual Renewable Capacity Credit** (c*d*e)
Pleasant Valley Solar LLC	2019	200,000	0.3121	62,420	\$121.19	1.0	\$7,564,680

*Table 2 denotes the Monthly Unadjusted Renewable Capacity Credit.

*Table 3 denotes each project's date of eligibility for the Annual Renewable Capacity Credit.

TABLE 2: MONTHLY UNADJUSTED RENEWABLE CAPACITY CREDIT BY MONTH									
	Jan	Feb	June	July	Aug	Sept	Oct	Nov	Dec
Pleasant Valley Solar LLC ¹	\$416,057	\$416,057	\$1,380,554	\$2,761,108	\$1,380,554	\$189,117	\$189,117	\$416,057	\$416,057

TABLE 3: ELIGIBILITY DATE FOR RENEWABLE CAPACITY CREDIT			
Project	PPA Execution Date	Capacity Deficiency Year	Renewable Capacity Credit Eligibility Date
Pleasant Valley Solar LLC	10/27/2022	2023	6/1/2023

¹ Amounts to be adjusted by the Performance Ratio Adjustment Factor, which is calculated pursuant to the methodology detailed in Case No. IPC-E-21-42, Attachment 1 to Idaho Power Company's Compliance Filing dated August 9, 2023, as approved in Order No. 35777 (May 11, 2023), to determine the Monthly Adjusted Renewable Capacity Credit.

SCHEDULE 33
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
FOR
BRISBIE, LLC.

SPECIAL CONTRACT DATED DECEMBER 22, 2021, [AMENDED AUGUST 3, 2023](#)

POWER FACTOR ADJUSTMENT

Where the Customer's Power Factor is less than 95 percent, as determined by measurement under actual load conditions, the Company may adjust the kW measured to determine the Billing Demand by multiplying the measured kW by 95 percent and dividing by the actual Power Factor.

BLOCK 1

BASIC LOAD CAPACITY

The Basic Load Capacity is the average of the two greatest monthly Billing Demands established during the 12-month period which includes and ends with the current Billing Period, but not less than 1,000 kW for Large Power Service.

BILLING DEMAND

The Billing Demand is the average kW supplied during the 15-consecutive-minute period of maximum use during the Billing Period, adjusted for Power Factor.

ON-PEAK BILLING DEMAND

The On-Peak Billing Demand is the average kW supplied during the 15-minute period of maximum use during the Billing Period for the On-Peak time period.

TIME PERIODS

The time periods are defined as follows. All times are stated in Mountain Time.

Summer Season

On-Peak: 1:00 p.m. to 9:00 p.m. Monday through Friday, except holidays
Mid-Peak: 7:00 a.m. to 1:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays, and 7:00 a.m. to 11:00 p.m. Saturday and Sunday, except holidays
Off-Peak: 11:00 p.m. to 7:00 a.m. Monday through Sunday and all hours on holidays

Non-summer Season

Mid-Peak: 7:00 a.m. to 11:00 p.m. Monday through Saturday, except holidays
Off-Peak: 11:00 p.m. to 7:00 a.m. Monday through Saturday and all hours on Sunday and holidays

SCHEDULE 33
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
 FOR
BRISBIE, LLC.
 (Continued)

TIME PERIODS (Continued)

The holidays observed by the Company are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When New Year's Day, Independence Day, or Christmas Day falls on a Sunday, the Monday immediately following that Sunday will be considered a holiday.

SUMMER AND NON-SUMMER SEASONS

The summer season begins on June 1 of each year and ends on August 31 of each year. The non-summer season begins on September 1 of each year and ends on May 31 of each year.

MONTHLY CHARGE

The Monthly Charge is the sum of the following charges, and may also include charges as set forth in Schedule 55 (Power Cost Adjustment), Schedule 91 (Energy Efficiency Rider), and Schedule 95 (Adjustment for Municipal Franchise Fees).

	<u>Summer</u>	<u>Non-summer</u>
Service Charge, per month	\$299.00	\$299.00
Basic Charge, per kW of Basic Load Capacity	\$0.7 <u>01</u>	\$0.7 <u>01</u>
Demand Charge, per kW of Billing Demand	\$5. <u>893</u>	\$4. <u>3341</u>
On-Peak Demand Charge, per kW of On-Peak Billing Demand	\$0.9 <u>57</u>	n/a
Energy Charge, per kWh		
On-Peak	5. <u>15302447</u> ¢	n/a
Mid-Peak	4. <u>11561889</u> ¢	3. <u>88859577</u> ¢
Off-Peak	3. <u>67407394</u> ¢	3. <u>47645383</u> ¢
Embedded Energy Fixed Cost Rate, per kWh		
On-Peak	2. <u>39824311</u> ¢	n/a
Mid-Peak	1. <u>36083753</u> ¢	1. <u>11337441</u> ¢
Off-Peak	0. <u>91929258</u> ¢	0. <u>72167247</u> ¢

SCHEDULE 33
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
FOR
BRISBIE, LLC.
(Continued)

BLOCK 2

~~Capacity Contribution Factor is based on the capacity contribution methodology and preferred portfolio resource addition timing of the most recently acknowledged IRP at the time the PPA is executed. Capacity Contribution Factor is set at the time of PPA, or other renewable resource agreement execution and remains the same value for the duration of that agreement's term.~~

~~Excess Generation Price means the hourly Mid-Columbia price forecast used in Idaho Power's most recently IPUC acknowledged Integrated Resource Plan (IRP), with non-firm adjustment of 82.4% applied to each hour's price. Proposed Excess Generation Price will be filed concurrent with IRP filing and will become effective the month following IPUC acknowledgement of the corresponding IRP, and cover a twenty-four month term, or until IPUC acknowledgement of the subsequent IRP.~~

~~Metered Output means, for each Project, the electrical output and capacity of the Project delivered to, or generated by, Idaho Power by the applicable Renewable Resource.~~

~~Project means a new Renewable Resource or the independently metered portions thereof, the Project Output of which is either: (1) purchased as a simultaneously bundled product by Idaho Power under a Renewable Resource PPA; or (2) provided as a simultaneously bundled product by Idaho Power from an Idaho Power owned resource.~~

~~Project Output means for each Project, the Metered Output and Environmental Attributes as a simultaneously bundled product of that Project, either owned by Idaho Power or to be purchased by Idaho Power in accordance with the Renewable Resource PPA.~~

~~Renewable Capacity Contribution means the Project megawatts (MW) in alternating current (AC) nameplate capacity multiplied by the Capacity Contribution Factor.~~

~~Renewable Capacity Credit means the product of the Renewable Capacity Contribution and the Renewable Capacity Credit Rate.~~

~~Renewable Capacity Credit Rate is based on the Avoided Levelized Capacity Costs included as part of Demand-Side Management Assumptions in the most recently acknowledged IRP. Renewable Capacity Credit Rate is set at the time of PPA or other renewable resource agreement execution and remains the same value for the duration of that PPA's or agreement's term.~~

~~Renewable Resource means an electric generating facility utilizing solar photovoltaic (PV), wind, energy storage or other mutually-agreed technology or combination thereof from which Idaho Power either: (1) purchases the bundled Metered Output and Environmental Attributes bundled under a Renewable Resource PPA, and that will be newly constructed and made operational after the Renewable Resource PPA execution date, or (2) provides the bundled Metered Output and Environmental Attributes from an Idaho Power owned resource, that will be newly constructed and made operational for the purpose of acquiring Project Output in connection with the Brisbie Special Contract.~~

~~Renewable Resource PPA means a power purchase agreement (PPA) entered into by Idaho Power for the purpose of acquiring Project Output in connection with the Brisbie LLC Special Contract.~~

~~Supplemental Energy Cost means the total amount of Supplemental Energy for the month times the Supplemental Energy Price.~~

~~Supplemental Energy means the amount for each hour by which energy output from all projects is less than (b) the Block 2 Total Supply Obligation energy requirement.~~

~~Supplemental Energy Price means the marginal price averages published in Idaho Power's most recently IPUC acknowledged Integrated Resource Plan (IRP) Technical Appendix C, excluding capacity costs in any of the seasonal time periods. Seasonal time periods for the Supplemental Energy Price match the seasonal time periods used to determine the marginal price averages from the reference IRP. Proposed Supplemental Energy Price will be filed concurrently to IRP filing and will become effective the month following IPUC acknowledgement of the corresponding IRP, and cover a twenty four month term, or until IPUC acknowledgement of the subsequent IRP.~~

~~Total Supply Obligation means the aggregate electricity delivered to the Delivery Point for the full capacity and energy requirements of the Data Facility adjusted for Line Losses.~~

MONTHLY CHARGE

The Monthly Charge is the sum of the following charges, and may also include charges as set forth in Schedule 91 (Energy Efficiency Rider), and Schedule 95 (Adjustment for Municipal Franchise Fees).

Terms used below have the meanings given to them in the Special Contract referenced above.

Daily Excess Demand Charge

\$1.196 per each kW over the Contract Demand.

Excess Generation Credit

As defined in Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, December 22, 2021 as amended.

Monthly Contract Demand Charge

\$2.99 per kW of Contract Demand.

Monthly Billing Demand Charge

\$10.75 per kW of Billing Demand but not less than Minimum Monthly Billing Demand.

Minimum Monthly Billing Demand

The Minimum Monthly Billing Demand will be 20,000 kilowatts.

Monthly Adjusted Renewable Capacity Credit(s)

See Table Nos. 1, 2, 3, and Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, dated December 22, 2021, as amended.

Renewable Capacity Credit

Renewable Resource Cost

As included in the Monthly Contract Payment listed in Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, December 22, 2021, as amended.

Supplemental Energy Cost

As defined in Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, December 22, 2021, as amended.

Administrative Charge

As defined in Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, December 22, 2021, as amended.

SCHEDULE 33
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
 FOR
BRISBIE, LLC.
 (Continued)

BLOCK 2

Renewable Resource Agreements

Calculation of the Monthly Unadjusted Renewable Capacity Credit for each Project is quantified in the tables below. The Monthly Adjusted Renewable Capacity Credit will be provided to Brisbie, LLC monthly, starting the month of the Project's Renewable Capacity Credit Eligibility Date (as defined in Table 3) or the month following the respective Project's commercial operation date, whichever is later, and will remain in effect for the duration of the term of the Renewable Resource PPA or the period of time during which the Idaho Power-owned Renewable Resource will provide Project Output to Brisbie, LLC as applicable. The Monthly Adjusted Renewable Capacity Credit will be provided in accordance with Revised Exhibit 3.1 of Brisbie, LLC's Special Contract, dated December 22, 2021, as amended.

<u>Project</u>	<u>PPA Execution Date</u>	<u>(a) Project Nameplate (kW-AC)</u>	<u>(b) Capacity Contribution Factor (percent)</u>	<u>(c) Renewable Capacity Contribution (a * b)</u>	<u>(d) Renewable Capacity Credit Rate (\$/kW-mo)</u>	<u>(e) Renewable Capacity Credit; monthly (c * d)</u>
<u>No. 1</u>						

TABLE 1: RENEWABLE CAPACITY CREDIT

<u>Project</u>	<u>Most Recently Acknowledged IRP</u>	<u>(a) Project Nameplate (kW AC)</u>	<u>(b) Capacity Contribution Factor</u>	<u>(c) Renewable Capacity Contribution (a * b)</u>	<u>(d) Renewable Capacity Credit Rate (\$/kW-yr)</u>	<u>(e) Renewable Capacity Credit Adjustment</u>	<u>(f) Annual Renewable Capacity Credit** (c*d*e)</u>
<u>Pleasant Valley Solar LLC</u>	<u>2019</u>	<u>200,000</u>	<u>0.3121</u>	<u>62,420</u>	<u>\$121.19</u>	<u>1.0</u>	<u>\$7,564,680</u>

*Table 2 denotes the Monthly Unadjusted Renewable Capacity Credit.

*Table 3 denotes each project's date of eligibility for the Annual Renewable Capacity Credit.

TABLE 2: MONTHLY UNADJUSTED RENEWABLE CAPACITY CREDIT BY MONTH

	<u>Jan</u>	<u>Feb</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Pleasant Valley Solar LLC¹</u>	<u>\$416.057</u>	<u>\$416.057</u>	<u>\$1,380.554</u>	<u>\$2,761.108</u>	<u>\$1,380.554</u>	<u>\$189,117</u>	<u>\$189,117</u>	<u>\$416.057</u>	<u>\$416.057</u>

TABLE 3: ELIGIBILITY DATE FOR RENEWABLE CAPACITY CREDIT

<u>Project</u>	<u>PPA Execution Date</u>	<u>Capacity Deficiency Year</u>	<u>Renewable Capacity Credit Eligibility Date</u>
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¹ Amounts to be adjusted by the Performance Ratio Adjustment Factor, which is calculated pursuant to the methodology detailed in Case No. IPC-E-21-42, Attachment 1 to Idaho Power Company's Compliance Filing dated August 9, 2023, as approved in Order No. 35777 (May 11, 2023), to determine the Monthly Adjusted Renewable Capacity Credit.

<u>Pleasant Valley Solar LLC</u>	<u>10/27/2022</u>	<u>2023</u>	<u>6/1/2023</u>
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