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IDAHO PUBLIC  
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June 1, 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-22-06  
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

Dear Ms. Noriyuki:

Attached for electronic filing is Idaho Power Company's Second Compliance Filing in  
the above-entitled matter.

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

Very truly yours,

A handwritten signature in black ink that reads "Megan Goicoechea Allen".

Megan Goicoechea Allen

MGA:sg  
Enclosure

DONOVAN E. WALKER (ISB No. 5921)  
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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-22-06
APPROVAL OF A REPLACEMENT	)	
SPECIAL CONTRACT WITH MICRON	)	IDAHO POWER COMPANY'S
TECHNOLOGY, INC. AND A POWER	)	SECOND COMPLIANCE FILING
PURCHASE AGREEMENT WITH BLACK	)	
MESA ENERGY, LLC.	)	
_____	)	

Idaho Power Company ("Idaho Power" or "Company") hereby respectfully submits this Second Compliance Filing to effectuate updates to the replacement Special Contract for Electric Service between the Company and Micron Technology, Inc. ("Micron") as directed by the Idaho Public Utilities Commission ("Commission") in Order Nos. 35735, 35482, and other relevant orders.

**I. BACKGROUND**

1. Micron is an existing retail customer of Idaho Power that has been taking service pursuant to a special contract arrangement under Schedule 26 since 1995. On March 9, 2022, Idaho Power and Micron entered into a revised Special Contract for

Electric Service, referred to herein as Electric Service Agreement (“ESA”), to replace the then-existing Special Contract between the Parties that had been in effect since December 29, 2009.

2. On March 10, 2022, Idaho Power filed an application with the Commission seeking approval of: (1) the replacement Special Contract for Electric Service between the Company and Micron dated March 9, 2022, and (2) the 20-year Power Purchase Agreement (“PPA”) between the Company and Black Mesa Energy, LLC, which was intended to facilitate the provision of energy under the revised Special Contract.

3. On August 1, 2022, the Commission issued Order No. 35482 approving the Black Mesa PPA as filed but directing modifications to the ESA regarding the treatment of Excess Generation Credits (“EGC”) and Renewable Capacity Credits (“RCC”). In addition, the Commission addressed cost sharing under the Power Cost Adjustment, finding “it fair, just, and reasonable, and consistent with the treatment of all of the Company’s other similar NPSE, to subject the EGCs and RCCs in the Micron ESA to 95%/5% under the PCA.”<sup>1</sup> Finally, the Commission determined that review and approval of future renewable PPA or resource construction agreements was necessary to ensure costs are not unfairly shifted to other customers.

4. In relation to the Commission’s directive that the Parties employ a new method for calculating RCCs, Idaho Power filed a Petition seeking clarification on how to calculate the RCCs under the Micron ESA, which resulted in the Commission directing Idaho Power to work together with Commission Staff (“Staff”) “to develop a rate structure for calculating Micron’s RCC under the ESA,” to be submitted in a compliance filing.<sup>2</sup>

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<sup>1</sup> Order No. 35607 at 13.

<sup>2</sup> Order No. 35532 at 10.

5. As directed by the Commission, Idaho Power and Staff worked together in good faith to develop a performance-based compensation method for Micron RCC payments, and as a result of those collaborative efforts, Idaho Power made a Compliance Filing dated December 23, 2022, proposing to implement a Proposed Renewable Capacity Credit Payment Performance Mechanism for calculating RCC under the Micron ESA.

6. On April 12, 2023, the Commission issued Order No. 35735, approving the Company's Proposed Method for Calculating RCC payments under the Micron ESA and directing the Company to update the ESA and Schedule 26 consistent with the Commission's findings in that Order and other relevant orders including Order No. 35482.

7. Thereafter, the Parties entered into the First Amendment to the ESA to incorporate the direction from, and comply with, Commission Order Nos. 35735 and 35482.

## **II. COMPLIANCE - FIRST AMENDMENT TO ESA**

8. The Company is now submitting this Second Compliance Filing to present the First Amendment to the Micron ESA, which addresses the Commission-directed modifications to the ESA and corrects an unintended omission from the replacement ESA as more fully described below, as well as updated Schedule 26. The First Amendment and Schedule 26 are attached hereto as Attachments 1 and 2, respectively.

### ***Correction of Omission***

9. In contemplating updates to the ESA as ordered by the Commission, the Company became aware that the replacement ESA inadvertently omitted the final sentence of Section 5.4, Excess Demand, which includes the annotation to the associated

component charge specified in Schedule 26, the “Daily Excess Demand Charge”; this sentence is a standard provision in special contracts and was included in Micron’s 2009 ESA, but erroneously omitted from the replacement ESA.

10. As a result, the First Amendment provides for the following revision to Section 5.4 of the ESA (new language is underlined):

5.4 Excess Demand. The availability of power in excess of the Contract Demand is not guaranteed, and if Billing Demand at the Micron Facility exceeds the Contract Demand, Idaho Power may curtail service to the Micron Facility. Idaho Power reserves the right to install, at any time, at Micron’s expense, any device necessary to protect Idaho Power’s system from damage which may be caused by Billing Demand at the Micron Facility exceeding the Contract Demand. Micron will be responsible for any damages to Idaho Power’s system or damages to third parties resulting from Billing Demand at the Micron Facility exceeding the Contract Demand. Micron agrees to use its best reasonable efforts to monitor its electric loads and to advise Idaho Power as soon as possible of the potential for Billing Demands at the Micron Facility to exceed the Contract Demand. Billing Demands in excess of the Contract Demand will be subject to the Daily Excess Demand Charge specified in Schedule 26.

### ***Updates to Pricing***

11. The First Amendment provides for the replacement of ESA Exhibit 1, “Pricing”, in its entirety with the revised version of Exhibit 1 (Revised Exhibit 1) provided with the First Amendment, which addresses the modifications directed by the Commission in Order No. 35482 and Order No. 35735 as follows.

12. Excess Generation Credits. In order to effectuate the Commission’s directives related to the EGCs, Exhibit 1 has been revised to modify the definition of “Excess Generation Price” to conform with Commission Order No. 35482, whereby it ordered the Company to compensate Excess Generation at “the lower of the Excess Generation Price (with the 85% adjustment) and the actual high or low load hour Mid-C

market price (without any adjustment) for each hour of excess energy delivered.<sup>3</sup>

13. Renewable Capacity Credits. Exhibit 1 of the ESA and Schedule 26 have been modified to incorporate several revisions necessary to implement the Commission's orders. First, in Revised Exhibit 1, new definitions for "Annual Renewable Capacity Credit," and "Monthly Unadjusted Renewable Capacity Credit," and "Performance Ratio Adjustment Factor" have been added. One previously defined term (Renewable Capacity Credit) has been renamed to "Monthly Adjusted Renewable Capacity Credit." Finally, Schedule 26 has been revised to align with the new/modified definitions contained within Revised Exhibit 1 and a new table (Monthly Unadjusted Renewable Capacity Credit by Month) has been included, consistent with the methodology presented in the Company's December 23, 2023 filing and approved by the Commission in Order No. 35735.

14. PCA Cost Sharing. In its order, the Commission found "it fair, just, and reasonable, and consistent with the treatment of all of the Company's other similar NPSE, to subject the EGCs and RCCs in the Micron ESA to 95%/5% under the PCA." 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 Micron have agreed to modify Exhibit 1 of the ESA and Schedule 26 to include an "Administrative Charge." This charge will be recorded in Account 442221, Opr Rev Industrial-Micron Tech and will not be subject to 95%/5% sharing under the PCA or any successor mechanism.

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<sup>3</sup> Order No. 35482 at 15.

### III. COMPLIANCE – REVIEW OF FUTURE PPAs

15. In reviewing the Micron ESA and the associated Black Mesa PPA, the question arose as to whether future renewable resource PPAs associated with special contracts or energy services agreements required Commission review and approval.

16. Ultimately, the Commission determined that “that every future CEYW-CO<sup>4</sup> project associated PPA agreement or resource construction agreement be first review and approved by the Commission.”<sup>5</sup> 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.

### IV. CORRECTION OF THE RECORD

17. 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. In its initial filing, Company witness Aschenbrenner explained that the Rider charge will be “assessed against all Idaho Power base rate charges assessed for Idaho Power-supplied energy (inclusive of the Embedded Energy Fixed Cost Charge) contained within Schedule 26 *net of Renewable Resource credits*” (emphasis added).<sup>6</sup> However, this statement conflicts with Schedule 91 itself, 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.”<sup>7</sup> While there are no revisions necessary to the ESA or Schedule

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<sup>4</sup> Clean Energy Your Way – Construction Option

<sup>5</sup> Order No. 35482 at 17.

<sup>6</sup> Aschenbrenner Direct at 19.

<sup>7</sup> Tariff Schedule 91-1.

26 for the Company to apply the Rider in this manner, it wishes to bring the discrepancy to the Commission's attention in order to ensure the record is complete. The Company will assess the Rider in accordance with Schedule 91. The Company has also spoken to Micron representatives about the matter to ensure Micron understands how the Rider charge will be assessed.

## V. CONCLUSION

18. 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 Micron ESA dated March 9, 2022; the First Amendment thereto dated May 31, 2023 including Revised Exhibit 1; and Schedule 26 as revised.

Respectfully submitted this 1<sup>st</sup> day of June 2023.



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Megan Goicoechea Allen  
Attorney for Idaho Power Company



## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of June 2023, I served a true and correct copy of the foregoing Idaho Power Company's Second Compliance Filing upon the following named parties by the method indicated below, and addressed to the following:

Commission Staff  
Riley Newton  
Dayn Hardie  
Deputy Attorney General  
Idaho Public Utilities Commission  
Po Box 83720  
Boise, Idaho 83720-0074

Emailed to:  
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Dr. Don Reading  
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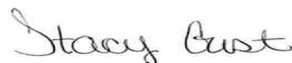
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Stacy Gust, Regulatory Administrative Assistant

**BEFORE THE  
IDAHO PUBLIC UTILITIES COMMISSION  
CASE NO. IPC-E-22-06**

**IDAHO POWER COMPANY**

**ATTACHMENT NO. 1  
(First Amendment)**

**FIRST AMENDMENT TO THE  
2022 SPECIAL CONTRACT FOR ELECTRIC SERVICE  
BETWEEN  
IDAHO POWER COMPANY AND  
MICRON TECHNOLOGY, INC.**

This FIRST AMENDMENT TO THE 2022 SPECIAL CONTRACT FOR ELECTRIC SERVICE (“First Amendment”) is effective as of May 31, 2023 (“Effective Date”) and is entered into by and between MICRON TECHNOLOGY, INC., a Delaware Corporation (“Micron”), and IDAHO POWER COMPANY, an Idaho Corporation (“Idaho Power”). Micron and Idaho Power may hereinafter be referred to individually as a “Party” or collectively as the “Parties”.

**WHEREAS**, Micron is an existing retail customer of Idaho Power, taking service pursuant to a special contract arrangement under Schedule 26.

**WHEREAS**, on March 9, 2022, Idaho Power and Micron entered into a revised Special Contract for Electric Service (the “ESA” or “Micron ESA”), to replace the then-existing Special Contract between the Parties that had been in effect since December 29, 2009 (“Micron’s 2009 ESA”). Idaho Power initiated Case No. IPC-E-22-06 on March 10, 2022, requesting IPUC approval of the replacement ESA.

**WHEREAS**, the IPUC issued Order No. 35482, on August 1, 2022, directing Idaho Power to update the Micron ESA and Schedule 26 to address IPUC-directed modifications relating to the treatment of Excess Generation Credits, Renewable Capacity Credits (“RCC”), and cost sharing under the Power Cost Adjustment (as defined in Idaho Power’s tariff on file with the IPUC). In relation to the IPUC’s directive that the Parties employ a new method for calculating RCCs, Idaho Power filed a Petition seeking clarification on how to calculate the RCCs under the Micron ESA, which resulted in the IPUC directing Idaho Power to work together with IPUC staff (“Staff”) “to develop a rate structure for calculating Micron’s RCC under the ESA,” to be submitted in a compliance filing.<sup>1</sup>

**WHEREAS**, as directed by the IPUC, Idaho Power and Staff worked together in good faith to develop a performance-based compensation method for Micron RCC payments, and as a result of those collaborative efforts, Idaho Power made a Compliance Filing with the IPUC dated December 23, 2022, proposing to implement a proposed Renewable Capacity Credit payment performance mechanism for calculating RCC under the Micron ESA.

**WHEREAS**, the IPUC issued Order No. 35735 on April 12, 2023, approving Idaho Power’s proposed method for calculating RCC payments under the Micron ESA and directing

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<sup>1</sup> Order No. 35532 at 10.

Idaho Power to update the ESA and Schedule 26 consistent with the IPUC's findings in that order and other relevant orders including Order No. 35482.

**WHEREAS**, the ESA inadvertently omitted the final sentence of Section 5.4, Excess Demand, which includes the annotation to the associated component charge specified in Schedule 26, the "Daily Excess Demand Charge"; this sentence is a standard provision in special contracts and was included in Micron's 2009 ESA, but erroneously omitted from the replacement ESA.

**WHEREAS**, the Parties desire to enter into this First Amendment to the ESA to address the modifications required by the IPUC and to correct the inadvertent omission and submit the same for the IPUC's approval of the ESA with this First Amendment.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Micron 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. Amendments.**

**A. Section 5.4: Excess Demand:** Section 5.4 of the ESA is hereby amended to state: (new language is underlined).

5.4 Excess Demand. The availability of power in excess of the Contract Demand is not guaranteed, and if Billing Demand at the Micron Facility exceeds the Contract Demand, Idaho Power may curtail service to the Micron Facility. Idaho Power reserves the right to install, at any time, at Micron's expense, any device necessary to protect Idaho Power's system from damage which may be caused by Billing Demand at the Micron Facility exceeding the Contract Demand. Micron will be responsible for any damages to Idaho Power's system or damages to third parties resulting from Billing Demand at the Micron Facility exceeding the Contract Demand. Micron agrees to use its best reasonable efforts to monitor its electric loads and to advise Idaho Power as soon as possible of the potential for Billing Demands at the Micron Facility to exceed the Contract Demand. Billing Demands in excess of the Contract Demand will be subject to the Daily Excess Demand Charge specified in Schedule 26.

**B. Exhibit 1 – Pricing.** Exhibit 1 to the ESA is hereby replaced in its entirety with the revised version of Exhibit 1 (Revised Exhibit 1) attached hereto in the Attachment.

**3. IPUC Approval.** The obligations of the Parties under this First Amendment are subject to the IPUC'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 ESA 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 ESA.

**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 ESA, 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.

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

**MICRON TECHNOLOGY, INC.**

By:   
Name: Heather J. Baldwin  
Title: VP, Procurement, Indirect & Real Estate

**IDAHO POWER COMPANY**

By: *Adam Richins*  
Name: Adam Richins  
Title: Chief Operating Officer

**ATTACHMENT TO**  
**FIRST AMENDMENT TO THE 2022 SPECIAL CONTRACT FOR ELECTRIC SERVICE**

**REVISED EXHIBIT 1**  
**to**  
**2022 Special Contract**  
**between Idaho Power Company**  
**and**  
**Micron Technology, Inc.**

**PRICING**

**Definitions**

“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.

“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 Renewable Resource PPA or the Parties’ agreement to procure or construct the Idaho Power-owned Renewable Resource, as applicable, and remains the same value 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 Micron, as applicable.

“Embedded Energy Fixed Cost Charge” means the per kilowatt hour rate of cost-of-service classified fixed costs embedded in the Schedule 26 Monthly Energy Charges. The Embedded Energy Fixed Cost Charge is the Schedule 26 Monthly Energy Charge less the Embedded Energy Rate.

“Embedded Energy Rate” means the per kilowatt hour rate of cost-of-service classified energy costs embedded in the Schedule 26 Monthly Energy Charges. The rate will be reset with each Idaho Power filing with the IPUC that increases or decreases the Schedule 26 revenue requirement.

“Excess Generation” means the amount for each Hour by which energy from the Project(s)

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 IRP, with a non-firm adjustment 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. The Excess Generation Price will become effective the month following IPUC acknowledgement of the corresponding IRP until IPUC acknowledgement of the subsequent IRP.

“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 Micron monthly, starting the month of the respective Project’s Renewable Capacity Credit Eligibility Date (contained in Schedule 26) 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 Micron, as applicable.

“Monthly Unadjusted Renewable Capacity Credit” is the monthly payment available to Micron with respect to a Renewable Resource PPA based on the Annual Renewable Capacity Credit if all performance expectations are met by the applicable Renewable Resource. 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 when performance expectations are not met. The Performance Ratio Adjustment Factor methodology 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.

“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 of the lowest-cost selectable resource from the most recently acknowledged IRP, is set at the 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 remains the same value 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 Micron, as applicable.

“Renewable Capacity Credit Adjustment” 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, be subject to IPUC approval, and include any adjustment necessary to ensure no cost shift to other customers.

“Renewable Resource Cost” represents the Renewable Resource Contract Price and any additional costs incurred by Idaho Power not included in the Renewable Resource Contract Price, which are necessarily incurred to certify Environmental Attributes pursuant to the Agreement.

“Renewable Resource On-Site Usage” means the amount of energy output from all Projects in any Hour that meets any portion of the Total Supply Obligation energy requirement for such Hour.

“Supplemental Energy” means the amount for each Hour by which the Project Output is less than the Total Supply Obligation energy requirement.

“Supplemental Energy Cost” means the total amount of Supplemental Energy for the month times the Monthly Energy Charge.

Source and Timing of Updates to Pricing Components

Pricing components will be updated at the following intervals:

<u>Schedule 26 Rates</u>	<u>Excess Generation Price</u>	<u>Renewable Capacity Credit Rate</u>
General Rate Case  Other Revenue Requirement Filing	Upon IPUC IRP acknowledgment and/or based on actual Mid-Columbia heavy or light hourly prices	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



**BEFORE THE  
IDAHO PUBLIC UTILITIES COMMISSION  
CASE NO. IPC-E-22-06**

**IDAHO POWER COMPANY**

**ATTACHMENT NO. 2  
(Schedule 26)**

SCHEDULE 26  
IDAHO POWER COMPANY  
ELECTRIC SERVICE RATE  
FOR  
MICRON TECHNOLOGY, INC.  
BOISE, IDAHO

SPECIAL CONTRACT DATED MARCH 9, 2022, AMENDED MAY 31, 2023

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

Monthly Contract Demand Charge

\$1.67 per kW of Contract Demand.

Monthly Billing Demand Charge

\$10.98 per kW of Billing Demand but not less than Minimum Monthly Billing Demand.

Minimum Monthly Billing Demand

The Minimum Monthly Billing Demand will be 25,000 kilowatts.

Daily Excess Demand Charge

\$0.291 per each kW over the Contract Demand.

Monthly Energy Charge

2.8150¢ per kWh of Supplemental Energy.

Embedded Energy Fixed Cost Charge

0.2632¢ per kWh of Renewable Resource On-Site Usage

Monthly Adjusted Renewable Capacity Credit(s)

See Table Nos. 1, 2, 3, and Revised Exhibit 1 of Micron's Special Contract, dated March 9, 2022, as amended.

Renewable Resource Cost

As defined in Revised Exhibit 1 of Micron's Special Contract, dated March 9, 2022, as amended.

Excess Generation Credit

As defined in Revised Exhibit 1 of Micron's Special Contract, dated March 9, 2022, as amended.

Administrative Charge

As defined in Revised Exhibit 1 of Micron's Special Contract, dated Month 9, 2022, as amended.

SCHEDULE 26  
IDAHO POWER COMPANY  
ELECTRIC SERVICE RATE  
FOR  
MICRON TECHNOLOGY, INC.  
BOISE, IDAHO

SPECIAL CONTRACT DATED MARCH 9, 2022, AMENDED MAY 31, 2023  
(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 Micron 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 Micron, as applicable. The Monthly Adjusted Renewable Capacity Credit will be provided in accordance with Revised Exhibit 1 of Micron's Special Contract, dated March 9, 2022, 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)
Black Mesa Energy LLC	2019	40,000	0.3642	14,568	\$121.19	1.0	\$1,765,495.91

\*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
Black Mesa Energy LLC <sup>1</sup>	\$92,689	\$92,689	\$308,962	\$617,924	\$308,962	\$79,447	\$79,447	\$92,689	\$92,689

TABLE 3: ELIGIBILITY DATE FOR RENEWABLE CAPACITY CREDIT			
Project	PPA Execution Date	Capacity Deficiency Year	Renewable Capacity Credit Eligibility Date
Black Mesa Energy LLC	2/16/2022	2026	7/1/2026

<sup>1</sup>Amounts to be adjusted by the Performance Ratio Adjustment Factor, which is calculated pursuant to the methodology detailed in Case No. IPC-E-22-06, Attachment 1 to Idaho Power Company's Compliance Filing dated December 23, 2022, as approved in Order No. 35735 (Apr. 12, 2023), to determine the Monthly Adjusted Renewable Capacity Credit.

SCHEDULE 26  
IDAHO POWER COMPANY  
ELECTRIC SERVICE RATE  
FOR  
MICRON TECHNOLOGY, INC.  
BOISE, IDAHO

SPECIAL CONTRACT DATED ~~DECEMBER 29, 2009~~ MARCH 9, 2022, AMENDED MAY 31, 2023

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

Monthly Contract Demand Charge  
\$1.67 per kW of Contract Demand.

Monthly Billing Demand Charge  
\$10.98 per kW of Billing Demand but not less than Minimum Monthly Billing Demand.

Minimum Monthly Billing Demand  
The Minimum Monthly Billing Demand will be 25,000 kilowatts.

Daily Excess Demand Charge  
\$0.291 per each kW over the Contract Demand.

Monthly Energy Charge  
2.8150¢ per kWh of Supplemental Energy.

Embedded Energy Fixed Cost Charge  
0.2632¢ per kWh of Renewable Resource On-Site Usage

Monthly Adjusted Renewable Capacity Credit(s)  
See Table Nos. 1, 2, 3, and Revised Exhibit 1 of Micron's Special Contract, dated March 9, 2022, as amended.

Renewable Resource Cost  
As defined in Revised Exhibit 1 of Micron's Special Contract, dated March 9, 2022, as amended.

Excess Generation Credit  
As defined in Revised Exhibit 1 of Micron's Special Contract, dated March 9, 2022, as amended.

Administrative Charge  
As defined in Revised Exhibit 1 of Micron's Special Contract, dated Month 9, 2022, as amended.

SCHEDULE 26  
IDAHO POWER COMPANY  
ELECTRIC SERVICE RATE  
FOR  
MICRON TECHNOLOGY, INC.  
BOISE, IDAHO

SPECIAL CONTRACT DATED MARCH 9, 2022, AMENDED MAY 31, 2023  
(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 Micron 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 Micron, as applicable. The Monthly Adjusted Renewable Capacity Credit will be provided in accordance with Revised Exhibit 1 of Micron's Special Contract, dated March 9, 2022, as amended.

**TABLE 1: RENEWABLE CAPACITY CREDIT**

		(a)	(b)	(c)	(d)	(e)	(f)
<u>Project</u>	<u>Most Recently Acknowledged IRP</u>	<u>Project Nameplate (kW AC)</u>	<u>Capacity Contribution Factor</u>	<u>Renewable Capacity Contribution (a * b)</u>	<u>Renewable Capacity Credit Rate (\$/kW-yr)</u>	<u>Renewable Capacity Credit Adjustment</u>	<u>Annual Renewable Capacity Credit** (c*d*e)</u>
<u>Black Mesa Energy LLC</u>	<u>2019</u>	<u>40,000</u>	<u>0.3642</u>	<u>14,568</u>	<u>\$121.19</u>	<u>1.0</u>	<u>\$1,765,495.91</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>Black Mesa Energy LLC<sup>1</sup></u>	<u>\$92,689</u>	<u>\$92,689</u>	<u>\$308,962</u>	<u>\$617,924</u>	<u>\$308,962</u>	<u>\$79,447</u>	<u>\$79,447</u>	<u>\$92,689</u>	<u>\$92,689</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>
<u>Black Mesa Energy LLC</u>	<u>2/16/2022</u>	<u>2026</u>	<u>7/1/2026</u>

<sup>1</sup>Amounts to be adjusted by the Performance Ratio Adjustment Factor, which is calculated pursuant to the methodology detailed in Case No. IPC-E-22-06, Attachment 1 to Idaho Power Company's Compliance Filing dated December 23, 2022, as approved in Order No. 35735 (Apr. 12, 2023), to determine the Monthly Adjusted Renewable Capacity Credit.