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IDAHO PUBLIC
UTILITIES COMMISSION

BARTON L. KLINE
Lead Counsel
bkline@idahopower.com

December 31, 2009

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Re: Case No. IPC-E-09-35
*IN THE MATTER OF IDAHO POWER COMPANY'S APPLICATION FOR
APPROVAL OF A REPLACEMENT SPECIAL CONTRACT WITH MICRON
TECHNOLOGY, INC.*

Dear Ms. Jewell:

Enclosed please find for filing an original and seven (7) copies of Idaho Power Company's Application in the above matter.

Very truly yours,

Barton L. Kline

BLK:csb
Enclosures

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IDAHO PUBLIC
UTILITIES COMMISSION

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Attorneys for Idaho Power Company

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Boise, Idaho 83702

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER)	
COMPANY'S APPLICATION FOR)	CASE NO. IPC-E-09-35
APPROVAL OF A REPLACEMENT SPECIAL)	
CONTRACT WITH MICRON TECHNOLOGY,)	APPLICATION
INC.)	
)	

Idaho Power Company ("Idaho Power" or "the Company"), in accordance with the provisions of Idaho Code § 61-503 and RP 052, hereby requests that the Commission issue its Order approving a new special contract between Idaho Power and Micron Technology, Inc. ("Micron") dated December 29, 2009. This new special contract is hereinafter referred to as the "Replacement Agreement." The Replacement Agreement is intended to replace the current special contract between Idaho Power and Micron, which has been in effect since August 31, 1995 ("Current Agreement") with subsequent amendments. Idaho Power's Application is based on the following:

I. BACKGROUND

1. Idaho Power's currently approved rate Schedule 19 provides that service to customers with loads greater than 25 MW will be provided pursuant to a special contract. Idaho Power and Micron have operated under a special contract, the Current Agreement, since August 31, 1995. Since the Current Agreement between Micron and Idaho Power was initially approved by the Commission in 1995, there have been a number of amendments and extensions of the Current Agreement.

2. Beginning January 1, 2009, Idaho Power has been serving Micron under an interim bridge agreement and under Schedule 26A, while Micron was undergoing significant restructuring of its operations. Both the bridge agreement and Schedule 26A expire on December 31, 2009. On January 1, 2010, service to Micron reverts back to the Current Agreement and Schedule 26, which has been updated throughout the year to reflect Commission-authorized rate changes.

3. The Current Agreement obligates Idaho Power to provide Micron up to 140,000 kilowatts of Contract Demand. Micron's current Contract Demand is 85,000 kilowatts. Micron has requested that its Contract Demand be reduced to 60,000 kilowatts. Micron has also requested that it be given additional flexibility to increase or decrease its Contract Demand to respond more quickly to changes in market conditions. Idaho Power is willing to provide Micron with additional operational flexibility and to reduce its Contract Demand but it needs reciprocal commitments from Micron to give it time to adjust its resource levels to respond to Micron's increasing or decreasing amounts of Contract Demand and a reduction in the total Contract Demand that will be available to Micron.

4. In recognition of the fact that the Current Agreement has previously been amended several times and the fact that the parties have negotiated and agreed on several new terms and conditions that they find to be mutually beneficial, Idaho Power and Micron have entered into the Replacement Agreement. A copy of the Replacement Agreement is enclosed as Attachment No. 1.

5. Schedule 26 is the tariff that contains the rates and charges to be paid by Micron. A new Schedule 26 reflecting the provisions of the Replacement Agreement is enclosed as Attachment No. 2. To assist the Commission's review, a "legislative format" copy of Schedule 26 is enclosed as Attachment No. 3.

II. SUMMARY OF REVISIONS TO CURRENT AGREEMENT

The principal differences between the Replacement Agreement and the Current Agreement are as follows:

a. The 85,000 kilowatt Contract Demand in the Current Agreement is reduced to 60,000 kilowatts in the Replacement Agreement. This change is an operating benefit to Idaho Power and an economic benefit to Micron in that Micron will not be paying for capacity it does not need.

b. The total maximum 140,000 kilowatt Contract Demand in the Current Agreement is reduced to 120,000 kilowatts in the Replacement Agreement. This reduced maximum capacity obligation is a planning benefit to Idaho Power, yet provides Micron some headroom generally equivalent to the substation capacity at the current site.

c. In the Replacement Agreement, Micron is permitted to increase its Contract Demand in 1,000 kilowatt increments on three-months notice rather than the

one-year notice provided in the Current Agreement. In the Replacement Agreement, any new Contract Demand will be in effect for a minimum of six months rather than the year term in the Current Agreement. In the Replacement Agreement, Micron cannot increase its total Contract Demand more than 10,000 kilowatts in any six-month period.

d. In the Replacement Agreement, decreases to Contract Demand require three-months prior written notice and the new decreased Contract Demand will be in effect for a minimum of six months.

III. CHANGES TO SCHEDULE 26

6. The changes to the rates incorporated in Schedule 26 are designed to recover the same average cents per kilowatt-hour as authorized by the Commission in Case No. IPC-E-09-08.

7. The Contract Demand Charge has been lowered from the current \$1.94 per kilowatt to \$1.30 per kilowatt.

8. The Scheduled Monthly Contract Demand provision and the initial implementation of the Daily Excess Demand Charge have been removed and covered in the Replacement Agreement.

9. The Billing Demand Charge has been increased to \$8.48 per kilowatt from \$7.48 per kilowatt.

10. The Energy Charge remains the same as under the current tariff.

11. The Monthly O&M provision has been removed as it has not been applicable for a number of years. These costs have since been captured in the other rate charges.

IV. COMMUNICATIONS AND SERVICE OF PLEADINGS

12. Communication and service of pleadings with reference to this Application should be sent to the following:

Barton L. Kline
Lisa D. Nordstrom
Idaho Power Company
P.O. Box 70
Boise, Idaho 83707
bkline@idahopower.com
lnordstrom@idahopower.com

John R. Gale
Vice President, Regulatory Affairs
Idaho Power Company
P.O. Box 70
Boise, Idaho 83707
rgale@idahopower.com

Rick Malmgren
Micron Technology, Inc.
8000 Federal Way
P.O. Box 6
Boise, Idaho 83707-0006
remalmgren@micron.com

V. REQUEST FOR RELIEF

13. Idaho Power respectfully requests that the Commission issue its Order: (1) approving Attachment No. 1, the Replacement Agreement, and (2) approving the rates and charges set out in the Schedule 26 enclosed as Attachment No. 2.

DATED at Boise, Idaho, this 31st of December 2009.



Barton L. Kline
Attorney for Idaho Power Company

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 31st day of December 2009 I served a true and correct copy of the within and foregoing APPLICATION upon the following named parties by the method indicated below, and addressed to the following:

Micron Technology, Inc.
Rick Malmgren
Micron Technology, Inc.
8000 Federal Way
P.O. Box 6
Boise, Idaho 83707-0006

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email remalmgren@micron.com



Barton L. Kline

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-09-35

IDAHO POWER COMPANY

ATTACHMENT NO. 1

BETWEEN
IDAHO POWER COMPANY
AND
MICRON TECHNOLOGY, INC.

THIS AGREEMENT FOR ELECTRIC SERVICE is executed on December 29th, 2009, by MICRON TECHNOLOGY, INC., a Delaware Corporation ("MICRON") and IDAHO POWER COMPANY, an Idaho Corporation ("IDAHO POWER"). In consideration of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

SECTION 1 – PRIOR AGREEMENT

1.1. This Agreement replaces the August 31, 1995, Agreement for Electric Service between Micron and Idaho Power including any amendments and extensions of that agreement.

SECTION 2 – DEFINITIONS

2.1. "Commission" shall mean the Idaho Public Utilities Commission or its successor agency.

2.2. "Contract Demand" shall mean the monthly schedule of kilowatts Idaho Power has agreed to make available to the Micron Facility. (See Section 6.)

2.3. "Billing Demand" shall mean the kilowatts supplied to the Micron Facility during the coincident 15-consecutive-minute period of maximum use during the monthly billing period, adjusted for power factor, as measured by the metering equipment located at the Points of Delivery.

2.4. "Excess Demand" shall mean Billing Demand in excess of the Contract Demand.

2.5. "Interconnection Facilities" shall mean all facilities which are reasonably required by Prudent Electrical Practices and the National Electric Safety Code to interconnect and deliver electrical power and energy to the Micron Facility, including, but not limited to, transmission facilities, substation facilities and metering equipment.

2.6. "Micron Facility" shall mean the Micron manufacturing complex located at 8000 South Federal Way, Boise, Idaho.

2.7. "Points of Delivery" shall mean the locations specified in paragraph 6.2 where the electrical facilities owned by Micron are interconnected to the electrical facilities owned by Idaho Power and where power and energy are delivered by Idaho Power for the purpose of providing electrical service for the operations of the Micron Facility.

2.8. "Prudent Electrical Practices" shall mean those practices, methods, and equipment that are commonly and ordinarily used in electrical engineering and utility operation to operate electrical equipment and deliver electric power and energy with safety, dependability, efficiency and economy.

2.9. "Schedule 26" shall mean the Micron tariff schedule of rates and charges or its successor schedules.

SECTION 3 – TERM OF AGREEMENT

3.1. This Agreement shall remain in effect until either Micron or Idaho Power terminates this Agreement as provided in paragraph 4.1.

SECTION 4 – TERMINATION

4.1. Notice of Termination. Either party to this Agreement shall have the right

to terminate this Agreement by delivering written notice of termination to the other party. The effective date of termination will be specified in the termination notice but such effective date cannot be earlier than 12 months after the date of the delivery of the notice of termination, if both parties give notice of termination, the earliest effective date will prevail.

4.2. Termination Charges. If this Agreement is terminated, Micron shall reimburse Idaho Power for Idaho Power's costs associated with the termination ("Termination Charges"). Termination Charges shall be limited to the net book value (original cost less depreciation) of the Interconnection Facilities (and as amended by mutual agreements of the parties, which Agreement will not be unreasonably withheld) paid for by Idaho Power plus the actual cost of the removal and transport to storage of surplus Interconnection Facilities, if any, less a credit, for any residual value of the surplus Interconnection Facilities. Termination Charges will not be assessed for unrecovered investment costs of Interconnection Facilities paid for by Micron. There shall also be deducted from the Termination Charges: (1) any valid claims hereunder which either Micron or Idaho Power may have against the other; and (2) any credits due under the terms of this Agreement and not otherwise recovered by or credited to Micron or Idaho Power. Subsequent to giving or receiving a termination notice as described in paragraph 4.1, Idaho Power will invoice Micron for any Termination Charges. Termination Charges shall be due and payable within fifteen (15) days of Micron's receipt of the invoice.

SECTION 5 – SERVICES TO BE PROVIDED

5.1. Supply Obligation. In accordance with Prudent Electrical Practices and the provisions of this Agreement, Idaho Power will furnish Micron's total requirements for

electric power and energy at the Micron Facility. Micron will not resell any portion of the power and energy furnished under this Agreement.

5.2. Points of Delivery. Electric power and energy shall be delivered by Idaho Power to the Micron Facility at the 12,500 volt transformer busses at Idaho Power's Micron and DRAM substations.

5.3. Description of Electric Service. Idaho Power shall supply three-phase, 60 HZ alternating current at nominal 12,500 volts, with a maximum steady state variation of plus or minus five percent (5 percent) under normal system conditions. Consistent with Prudent Electrical Practices, Idaho Power will operate within the capability of its existing system to minimize voltage level fluctuations, the normal frequency variation to be within plus or minus 0.05 HZ on a 60 HZ base.

SECTION 6 – CONTRACT DEMAND

6.1. Contract Demand. Micron agrees to contract for and Idaho Power agrees to provide power to the Micron Facility: 60,000 kilowatts of Contract Demand.

6.2. Changes to Contract Demand. Micron has the option to increase or decrease its Contract Demand level as follows:

a. Increases to Contract Demand. Under the terms of this Agreement, Micron may increase the Contract Demand above the 60,000 kilowatts of Contract Demand, in even increments of 1,000 kilowatts up to a total maximum Contract Demand of 120,000 kilowatts. Micron will notify Idaho Power in writing of its desire to increase its Contract Demand at least three months in advance of the first day of the month it desires the additional capacity to be made available. The new Contract Demand will be in effect

for a minimum of six months. Micron cannot increase its total Contract Demand more than 10,000 kilowatts in any six month period.

b. Decreases to Contract Demand. Micron may decrease the Contract Demand in even increments of 1,000 kilowatts up to the full amount of its then-current Contract Demand. Micron will notify Idaho Power in writing that it desires to decrease its Contract Demand at least three months in advance of the first day of the month in which it desires its decreased Contract Demand to be effective. The new Contract Demand will be in effect for a minimum of six months.

6.2.2. Minimum Monthly Billing Demand. The Minimum Monthly Billing Demand will be 25,000 kilowatts. If, in any two successive months, Billing Demand is less than 25,000 kilowatts, the parties agree to enter into good faith negotiations to revise paragraph 6.2 and its subparagraphs.

6.2.3. 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.

SECTION 7 – FACILITIES FOR DELIVERY TO MICRON FACILITY

7.1. Additional Facilities. To the extent that additional transmission and/or substation Interconnection Facilities are required to provide the requested service, special arrangements will be made in a separate Agreement between Micron and Idaho Power. If distribution facilities are required to supply the desired service, those facilities will be provided under the terms and conditions of Rule H of Idaho Power's General Rules and Regulations.

7.2. Operation and Maintenance. Idaho Power will operate and maintain Interconnection Facilities necessary to provide service to the Micron Facility. Such Interconnection Facilities include Interconnection Facilities paid for by Micron. Micron will pay Idaho Power a monthly operation and maintenance charge equal to a percentage of the total cost of the substation portion of the Interconnection Facilities including substation facilities paid for by Micron. The percentage amount is specified in Schedule 26.

SECTION 8 – CHARGES TO BE PAID BY MICRON TO IDAHO POWER

8.1. Rates and Charges. The rates and charges for electrical power, energy and other service provided by Idaho Power to the Micron Facility will be identified by component in Schedule 26. The total amount to be paid by Micron for electric service to the Micron Facility will be the sum of the components identified on Schedule 26.

8.2. Power Factor. When the Micron Facility's adjusted power factor is less than 95 percent during the 15-consecutive-minute period of maximum use for the monthly

billing period, Idaho Power will adjust the Billing Demand by multiplying the metered demand in kilowatts by 0.95 and dividing that product by the adjusted power factor. The reactive component of the adjusted power factor is comprised of the reactive load plus the 138/12.5 kV transformer reactive losses reduced by the amount of reactive correction paid for by Micron.

8.3. Billing and Metering Provisions. Billing Demand at the Micron Facility shall be determined on a 15 minute coincidental basis and shall be billed accordingly. Idaho Power will install and maintain suitable metering equipment for each Point of Delivery so that coincident Billing Demand and energy consumption can be determined for the billing period.

SECTION 9 – PAYMENT OF BILLS/SETTLEMENTS

9.1. Billing Data. Micron shall pay Idaho Power for all services provided under this Agreement. Invoices for payment for electric services shall be prepared and submitted to Micron monthly. All invoices or bills shall contain such data as may be reasonably required to substantiate the billing, including statements of the meter reading at the beginning and end of the billing period, meter constants, and consumption during the billing period.

9.2. Payment Procedure. All bills or accounts for electric service owned by Micron to Idaho Power hereunder shall be due and payable within fifteen (15) days following Micron's receipt of a bill. Payment will be made by electronic transfer of funds. Idaho Power will provide Micron with current ABA routing numbers and other necessary instructions to facilitate the electronic transfer of funds.

SECTION 10 – ACCESS TO PREMISES

10.1. During the term of this Agreement, and for a reasonable period following termination, Idaho Power shall have access to the Micron Facility premises at all reasonable times with proper notice to Micron for the purposes of reading meters, making installations, repairing and removing Interconnection Facilities and Idaho Power equipment and for other proper purposes hereunder.

SECTION 11 – ASSIGNMENT

11.1. This Agreement shall be binding upon the heirs, legal and personal representatives, successors and assigns of the parties hereto.

SECTION 12 – LIABILITY

12.1. Each party agrees to protect, defend, indemnify and hold harmless the other party, its officers, directors, and employees against and from any and all liability, suits, loss, damage, claims, actions, costs, and expenses of any nature, including court costs and attorney's fees, even if such suits or claims are completely groundless, as a result of injury to or death of any person or destruction, loss or damage to property arising in any way in connection with, or related to, this Agreement, but only to the extent such injury to or death of any person or destruction, loss or damage to property is not due to the negligence or other breach of legal duty of such other party; provided, however, that each party shall be solely responsible for claims of and payment to its employees for injuries occurring in connection with their employment or arising out of any workman's compensation law.

SECTION 13 – MODIFICATIONS OF CONTRACT

13.1. This Agreement may not be modified except by writing, duly signed by both

parties hereto.

SECTION 14 – COMMISSION JURISDICTION

14.1. This Agreement and the respective rights and obligations of the parties hereunder, shall be subject to (1) Idaho Power's General Rules and Regulations as now or hereafter in effect and on file with the Commission and (2) to the jurisdiction and regulatory authority of the Commission and the laws of the State of Idaho.

14.2. The rates set forth in this Agreement and Schedule 26 are subject to the continuing jurisdiction of the Idaho Public Utilities Commission. The rates under this Agreement are subject to change and revision by order of the Commission upon a finding, supported by substantial competent evidence, that such rate change or revision is just, fair, reasonable, sufficient, non-preferential, and nondiscriminatory. It is the parties' intention by such provision that the rate making standards to be used in making any revisions or changes in rates, and the judicial review of any revisions or changes in rates, will be the same standards that are applicable to Idaho intrastate tariff rates.

SECTION 15 – COMMISSION APPROVAL

15.1. This Agreement shall become effective upon the approval by the Commission of all terms and provisions hereof without change or condition.

SECTION 16 – RIGHT OF FIRST REFUSAL

16.1. It is the parties' intent to provide Idaho Power with a Right of First Refusal applicable to Micron's purchase(s) of power and energy for the Micron Facility following the expiration or termination of the Electric Service Agreement. Accordingly, if Micron receives a legally enforceable proposal or proposals from a third party or parties offering to sell to Micron power and energy for the Micron Facility (the "Offer(s)"), which sale(s)

would commence after termination of the Electric Service Agreement, Micron will provide Idaho Power, to the extent permitted by law, with the following:

16.1.1. A copy of such third-party or parties Offer(s) including the rates and a description of the material terms and conditions upon which such sale(s) would be made; and

16.1.2. Documentation demonstrating to Idaho Power's reasonable satisfaction that the third-party seller or sellers making the Offer(s) are authorized under state and federal law to sell power and energy to the Micron Facility; and

16.1.3. Documentation demonstrating to Idaho Power's reasonable satisfaction that the potential third-party seller or sellers making the Offer(s) have the ability to deliver power either to the Micron Facility or to Idaho Power for delivery to the Micron Facility; and

16.1.4. Certification by Micron that it desires to purchase electric power and energy from such third-party seller or sellers in accordance with the rates, terms and conditions specified in the Offer(s).

16.2. Upon receipt of the above-described materials from Micron, Idaho Power will have sixty (60) days in which to notify Micron in writing whether or not it is willing to meet or better all of the material terms and conditions of the Offer(s) proposed by such third-party seller or sellers. If the Electric Service Agreement is still in effect and Idaho Power does not agree to meet or better such third-party's or parties' Offer(s), at Idaho Power's option, the Electric Service Agreement will be (1) amended to allow Idaho Power to serve the portion of Micron's load not served in accordance with the Offer(s) for the remaining term of the Electric Service Agreement, or (2) terminated in accordance with

paragraph 4.1 of the Electric Service Agreement.

16.3. The parties agree that the Right of First Refusal set forth hereinabove is not perpetual, but may be exercised by Idaho Power until Micron has received Offer(s), at one time or another, and whether or not such Offer(s) have been met or bettered by Idaho Power, for an aggregate total amount of power and energy equal to at least 18,000 kilowatts. The parties further agree that if Micron presents the third-party's or parties' Offer(s) to Idaho Power after termination of the Electric Service Agreement, the Right of First Refusal shall survive such termination.

IDAHO POWER COMPANY

By: JR Gale
Its: VP - Regulatory Affairs

MICRON TECHNOLOGY, INC.

By: Joe Eldredge
Its: Director of Facilities

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-09-35

IDAHO POWER COMPANY

ATTACHMENT NO. 2

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

SPECIAL CONTRACT DATED DECEMBER 29, 2009

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).

Monthly Contract Demand Charge

\$1.30 per kW of Contract Demand.

Monthly Billing Demand Charge

\$8.48 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

\$0.240 per each kW over the Contract Demand.

Monthly Energy Charge

1.5984¢ per kWh.

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-09-35

IDAHO POWER COMPANY

ATTACHMENT NO. 3

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

SPECIAL CONTRACT DATED ~~SEPTEMBER 1, 1995~~ DECEMBER 29, 2009

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).

Monthly Contract Demand Charge
~~\$1.94~~ 1.30 per kW of ~~Scheduled~~ Contract Demand

~~Scheduled Monthly Contract Demand~~
The ~~Scheduled Monthly Contract Demand~~ is ~~0~~ 140,000 kW as per the contract with one year written notification.

Monthly Billing Demand Charge
~~\$7.84~~ 8.48 per kW of Billing Demand but not less than ~~Scheduled~~ Minimum Monthly Billing Demand.

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

Daily Excess Demand Charge
\$0.240 per each kW over the Contract Demand.

The ~~Daily Excess Demand Charge~~ is applicable beginning ~~January 1997~~ or once the Contract Demand reaches ~~100,000~~ kW, which ever comes first.

Monthly Energy Charge
1.5984¢ per kWh

~~Monthly O & M Charges~~
~~Zero percent of total cost of Substation Facilities.~~