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IDAHO PUBLIC
UTILITIES COMMISSION

DONOVAN E. WALKER
Lead Counsel
dwalker@idahopower.com

November 20, 2014

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702

Re: Case No. IPC-E-14-30
Clark Solar 3, LLC – Idaho Power Company's Initial Comments

Dear Ms. Jewell:

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

Very truly yours,

Donovan E. Walker

DEW:csb
Enclosures

DONOVAN E. WALKER (ISB No. 5921)
Idaho Power Company
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IDAHO PUBLIC
UTILITIES COMMISSION

Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)	
OF IDAHO POWER COMPANY FOR)	CASE NO. IPC-E-14-30
APPROVAL OR REJECTION OF AN)	
ENERGY SALES AGREEMENT WITH)	IDAHO POWER COMPANY'S
CLARK SOLAR 3, LLC FOR THE SALE)	INITIAL COMMENTS
AND PURCHASE OF ELECTRIC ENERGY.)	
)	

Idaho Power Company ("Idaho Power" or "Company") hereby respectfully submits the following Initial Comments to the Idaho Public Utilities Commission ("Commission") in the above-referenced matter:

1. The Comments of the Commission Staff ("Staff") from Case No. IPC-E-14-19 (Grand View Solar) and Case No. IPC-E-14-20 (Boise City Solar) recommended that the rates contained in the Energy Sales Agreement ("ESA") between Idaho Power and each solar qualifying facility ("QF") be revised to account for energy cost computation issues identified by Staff. Staff recommended two modifications, related to assumptions about the fuel forecast and assumptions about displaceable

resources, to the computation of avoided cost rates utilized by the approved Incremental Cost Integrated Resource Plan Methodology. Idaho Power incorporated Staff's recommended adjustments into the model, and submitted replacement pricing for each ESA. Each QF agreed to replace the pricing in its respective ESA with the replacement pricing that incorporated the revisions recommended by Staff. The Commission then subsequently approved each modified ESA containing the replacement pricing. Order No. 33179 (Grand View Solar); Order No. 33180 (Boise City Solar).

2. Clark Solar 3, LLC, has requested that Idaho Power re-run the pricing contained in its ESA to incorporate Staff's recommended adjustments from the Grand View Solar and Boise City Solar cases. Idaho Power has revised the rates in Clark Solar 3, LLC's ESA to incorporate Staff's recommended adjustments. Idaho Power has generated a Replacement Appendix E to the ESA which contains the revised prices. The Replacement Appendix E is submitted herewith as Attachment 1 in both clean and redlined format. Additionally, included as Attachment 2, in both clean and redlined format, are several replacement pages of the ESA that contain the necessary changes to incorporate the Replacement Appendix E into the ESA.

3. For comparison purposes, the 20-year levelized rate for the ESA as originally submitted is \$61.23/megawatt-hour ("MWh") and the rate from the Replacement Appendix E is \$60.67/MWh. The estimated 20-year contractual obligation based upon the originally submitted prices is \$103,602,890 and the estimated 20-year contractual obligation with the revised prices is \$102,562,148. The levelized integration charge contained in the ESA is the same in both instances at \$4.60/MWh.

4. Based upon the Commission's decision in Order No. 33159, Case No. IPC-E-14-22, confirming July 2021 as the Company's capacity deficiency period for use in the Incremental Cost Integrated Resource Plan Methodology, Idaho Power has not submitted a Replacement Appendix F and has deleted reference to the alternative pricing Appendix F in the replacement ESA pages submitted herewith in Attachment 2. Idaho Power is not currently aware of whether Clark Solar 3, LLC, wishes to continue to pursue its argument that the Commission adopt the alternative pricing from Appendix F that utilized a capacity deficit of July 2016. Additionally, Idaho Power is not currently aware of whether Clark Solar 3, LLC, agrees to adopt the Replacement Appendix E which incorporates Staff's recommended changes to the pricing model.

Respectfully submitted this 20th day of November 2014.



DONOVAN E. WALKER
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 20th day of November 2014 I served a true and correct copy of IDAHO POWER COMPANY'S INITIAL COMMENTS upon the following named parties by the method indicated below, and addressed to the following:

Commission Staff

Kristine A. Sasser
Deputy Attorney General
Idaho Public Utilities Commission
472 West Washington (83702)
P.O. Box 83720
Boise, Idaho 83720-0074

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email kris.sasser@puc.idaho.gov

Clark Solar 3, LLC

Dean J. Miller
McDEVITT & MILLER, LLP
420 West Bannock
Boise, Idaho 83702

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email joe@mcdevitt-miller.com

Mark van Gulik
Clark Solar 3, LLC
P.O. Box 7354
Boise, Idaho 83707

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email mvangulik@sunergyworld.com


Christa Beary, Legal Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-14-30

IDAHO POWER COMPANY

ATTACHMENT 1

CLEAN FORMAT

REPLACEMENT APPENDIX E

SOLAR FACILITY ENERGY PRICES AND INTEGRATION CHARGES

(Prices based upon the energy shape and capacity specified in Appendix I)

E-1 Base Energy Purchase Prices – For all Base Energy received during Heavy Load Hours Idaho Power shall pay the Base Energy Heavy Load Purchase Price less the Solar Integration Charge specified below and for all Base Energy received during Light Load Hours Idaho Power shall pay the Base Energy Light Load Purchase Price less the Solar Integration Charge specified below. All of these prices are subject to revision as specified within paragraph 7.5.

<u>Month/Year</u>	<u>Base Energy Heavy Load Purchase Price (Mills/kWh)</u>	<u>Base Energy Light Load Purchase Price (Mills/kWh)</u>	<u>Solar Integration Charge (Mills/kWh)</u>
Jan-16	\$33.17	\$30.32	\$3.54
Feb-16	\$33.47	\$30.61	\$3.54
Mar-16	\$33.78	\$30.89	\$3.54
Apr-16	\$34.08	\$31.18	\$3.54
May-16	\$34.38	\$31.46	\$3.54
Jun-16	\$34.68	\$31.75	\$3.54
Jul-16	\$34.98	\$32.03	\$3.54
Aug-16	\$35.28	\$32.32	\$3.54
Sep-16	\$35.58	\$32.61	\$3.54
Oct-16	\$35.88	\$32.89	\$3.54
Nov-16	\$36.18	\$33.18	\$3.54
Dec-16	\$36.48	\$33.46	\$3.54
Jan-17	\$36.78	\$33.75	\$3.65
Feb-17	\$37.08	\$34.03	\$3.65
Mar-17	\$37.38	\$34.32	\$3.65
Apr-17	\$37.68	\$34.60	\$3.65
May-17	\$37.98	\$34.89	\$3.65
Jun-17	\$38.28	\$35.18	\$3.65
Jul-17	\$38.58	\$35.46	\$3.65
Aug-17	\$38.88	\$35.75	\$3.65
Sep-17	\$39.18	\$36.03	\$3.65
Oct-17	\$39.48	\$36.32	\$3.65
Nov-17	\$39.78	\$36.60	\$3.65
Dec-17	\$40.08	\$36.89	\$3.65
Jan-18	\$40.38	\$37.17	\$3.76
Feb-18	\$40.68	\$37.46	\$3.76
Mar-18	\$40.98	\$37.75	\$3.76

Apr-18	\$41.29	\$38.03	\$3.76
May-18	\$41.59	\$38.32	\$3.76
Jun-18	\$41.89	\$38.60	\$3.76
Jul-18	\$42.19	\$38.89	\$3.76
Aug-18	\$42.49	\$39.17	\$3.76
Sep-18	\$42.79	\$39.46	\$3.76
Oct-18	\$43.09	\$39.74	\$3.76
Nov-18	\$43.39	\$40.03	\$3.76
Dec-18	\$43.69	\$40.32	\$3.76
Jan-19	\$43.99	\$40.60	\$3.87
Feb-19	\$44.29	\$40.89	\$3.87
Mar-19	\$44.59	\$41.17	\$3.87
Apr-19	\$44.89	\$41.46	\$3.87
May-19	\$45.19	\$41.74	\$3.87
Jun-19	\$45.49	\$42.03	\$3.87
Jul-19	\$45.79	\$42.31	\$3.87
Aug-19	\$46.09	\$42.60	\$3.87
Sep-19	\$46.39	\$42.89	\$3.87
Oct-19	\$46.69	\$43.17	\$3.87
Nov-19	\$46.99	\$43.46	\$3.87
Dec-19	\$47.29	\$43.74	\$3.87
Jan-20	\$47.59	\$44.03	\$3.99
Feb-20	\$47.89	\$44.31	\$3.99
Mar-20	\$48.19	\$44.60	\$3.99
Apr-20	\$48.49	\$44.88	\$3.99
May-20	\$48.80	\$45.17	\$3.99
Jun-20	\$49.10	\$45.46	\$3.99
Jul-20	\$49.40	\$45.74	\$3.99
Aug-20	\$49.70	\$46.03	\$3.99
Sep-20	\$50.00	\$46.31	\$3.99
Oct-20	\$50.30	\$46.60	\$3.99
Nov-20	\$50.60	\$46.88	\$3.99
Dec-20	\$50.90	\$47.17	\$3.99
Jan-21	\$51.20	\$47.45	\$4.11
Feb-21	\$51.50	\$47.74	\$4.11
Mar-21	\$51.80	\$48.03	\$4.11
Apr-21	\$52.10	\$48.31	\$4.11
May-21	\$52.40	\$48.60	\$4.11
Jun-21	\$52.70	\$48.88	\$4.11
Jul-21	\$53.00	\$49.17	\$4.11
Aug-21	\$53.30	\$49.45	\$4.11
Sep-21	\$53.60	\$49.74	\$4.11
Oct-21	\$53.90	\$50.02	\$4.11
Nov-21	\$54.20	\$50.31	\$4.11
Dec-21	\$54.50	\$50.60	\$4.11
Jan-22	\$54.80	\$50.88	\$4.23
Feb-22	\$55.10	\$51.17	\$4.23
Mar-22	\$55.40	\$51.45	\$4.23

Apr-22	\$55.70	\$51.74	\$4.23
May-22	\$56.01	\$52.02	\$4.23
Jun-22	\$56.31	\$52.31	\$4.23
Jul-22	\$56.61	\$52.59	\$4.23
Aug-22	\$56.91	\$52.88	\$4.23
Sep-22	\$57.21	\$53.17	\$4.23
Oct-22	\$57.51	\$53.45	\$4.23
Nov-22	\$57.81	\$53.74	\$4.23
Dec-22	\$58.11	\$54.02	\$4.23
Jan-23	\$58.41	\$54.31	\$4.36
Feb-23	\$58.71	\$54.59	\$4.36
Mar-23	\$59.01	\$54.88	\$4.36
Apr-23	\$59.31	\$55.16	\$4.36
May-23	\$59.61	\$55.45	\$4.36
Jun-23	\$59.91	\$55.74	\$4.36
Jul-23	\$60.21	\$56.02	\$4.36
Aug-23	\$60.51	\$56.31	\$4.36
Sep-23	\$60.81	\$56.59	\$4.36
Oct-23	\$61.11	\$56.88	\$4.36
Nov-23	\$61.41	\$57.16	\$4.36
Dec-23	\$61.71	\$57.45	\$4.36
Jan-24	\$62.01	\$57.73	\$4.49
Feb-24	\$62.31	\$58.02	\$4.49
Mar-24	\$62.61	\$58.31	\$4.49
Apr-24	\$62.91	\$58.59	\$4.49
May-24	\$63.21	\$58.88	\$4.49
Jun-24	\$63.52	\$59.16	\$4.49
Jul-24	\$63.82	\$59.45	\$4.49
Aug-24	\$64.12	\$59.73	\$4.49
Sep-24	\$64.42	\$60.02	\$4.49
Oct-24	\$64.72	\$60.30	\$4.49
Nov-24	\$65.02	\$60.59	\$4.49
Dec-24	\$65.32	\$60.88	\$4.49
Jan-25	\$65.62	\$61.16	\$4.62
Feb-25	\$65.92	\$61.45	\$4.62
Mar-25	\$66.22	\$61.73	\$4.62
Apr-25	\$66.52	\$62.02	\$4.62
May-25	\$66.82	\$62.30	\$4.62
Jun-25	\$67.12	\$62.59	\$4.62
Jul-25	\$67.42	\$62.87	\$4.62
Aug-25	\$67.72	\$63.16	\$4.62
Sep-25	\$68.02	\$63.45	\$4.62
Oct-25	\$68.32	\$63.73	\$4.62
Nov-25	\$68.62	\$64.02	\$4.62
Dec-25	\$68.92	\$64.30	\$4.62
Jan-26	\$69.22	\$64.59	\$4.76
Feb-26	\$69.52	\$64.87	\$4.76
Mar-26	\$69.82	\$65.16	\$4.76

Apr-26	\$70.12	\$65.44	\$4.76
May-26	\$70.42	\$65.73	\$4.76
Jun-26	\$70.72	\$66.02	\$4.76
Jul-26	\$71.03	\$66.30	\$4.76
Aug-26	\$71.33	\$66.59	\$4.76
Sep-26	\$71.63	\$66.87	\$4.76
Oct-26	\$71.93	\$67.16	\$4.76
Nov-26	\$72.23	\$67.44	\$4.76
Dec-26	\$72.53	\$67.73	\$4.76
Jan-27	\$72.83	\$68.01	\$4.90
Feb-27	\$73.13	\$68.30	\$4.90
Mar-27	\$73.43	\$68.59	\$4.90
Apr-27	\$73.73	\$68.87	\$4.90
May-27	\$74.03	\$69.16	\$4.90
Jun-27	\$74.33	\$69.44	\$4.90
Jul-27	\$74.63	\$69.73	\$4.90
Aug-27	\$74.93	\$70.01	\$4.90
Sep-27	\$75.23	\$70.30	\$4.90
Oct-27	\$75.53	\$70.58	\$4.90
Nov-27	\$75.83	\$70.87	\$4.90
Dec-27	\$76.13	\$71.16	\$4.90
Jan-28	\$76.43	\$71.44	\$5.05
Feb-28	\$76.73	\$71.73	\$5.05
Mar-28	\$77.03	\$72.01	\$5.05
Apr-28	\$77.33	\$72.30	\$5.05
May-28	\$77.63	\$72.58	\$5.05
Jun-28	\$77.93	\$72.87	\$5.05
Jul-28	\$78.23	\$73.15	\$5.05
Aug-28	\$78.54	\$73.44	\$5.05
Sep-28	\$78.84	\$73.73	\$5.05
Oct-28	\$79.14	\$74.01	\$5.05
Nov-28	\$79.44	\$74.30	\$5.05
Dec-28	\$79.74	\$74.58	\$5.05
Jan-29	\$80.04	\$74.87	\$5.20
Feb-29	\$80.34	\$75.15	\$5.20
Mar-29	\$80.64	\$75.44	\$5.20
Apr-29	\$80.94	\$75.72	\$5.20
May-29	\$81.24	\$76.01	\$5.20
Jun-29	\$81.54	\$76.30	\$5.20
Jul-29	\$81.84	\$76.58	\$5.20
Aug-29	\$82.14	\$76.87	\$5.20
Sep-29	\$82.44	\$77.15	\$5.20
Oct-29	\$82.74	\$77.44	\$5.20
Nov-29	\$83.04	\$77.72	\$5.20
Dec-29	\$83.34	\$78.01	\$5.20
Jan-30	\$83.64	\$78.29	\$5.36
Feb-30	\$83.94	\$78.58	\$5.36
Mar-30	\$84.24	\$78.87	\$5.36

Apr-30	\$84.54	\$79.15	\$5.36
May-30	\$84.84	\$79.44	\$5.36
Jun-30	\$85.14	\$79.72	\$5.36
Jul-30	\$85.44	\$80.01	\$5.36
Aug-30	\$85.74	\$80.29	\$5.36
Sep-30	\$86.05	\$80.58	\$5.36
Oct-30	\$86.35	\$80.86	\$5.36
Nov-30	\$86.65	\$81.15	\$5.36
Dec-30	\$86.95	\$81.44	\$5.36
Jan-31	\$87.25	\$81.72	\$5.52
Feb-31	\$87.55	\$82.01	\$5.52
Mar-31	\$87.85	\$82.29	\$5.52
Apr-31	\$88.15	\$82.58	\$5.52
May-31	\$88.45	\$82.86	\$5.52
Jun-31	\$88.75	\$83.15	\$5.52
Jul-31	\$89.05	\$83.44	\$5.52
Aug-31	\$89.35	\$83.72	\$5.52
Sep-31	\$89.65	\$84.01	\$5.52
Oct-31	\$89.95	\$84.29	\$5.52
Nov-31	\$90.25	\$84.58	\$5.52
Dec-31	\$90.55	\$84.86	\$5.52
Jan-32	\$90.85	\$85.15	\$5.68
Feb-32	\$91.15	\$85.43	\$5.68
Mar-32	\$91.45	\$85.72	\$5.68
Apr-32	\$91.75	\$86.01	\$5.68
May-32	\$92.05	\$86.29	\$5.68
Jun-32	\$92.35	\$86.58	\$5.68
Jul-32	\$92.65	\$86.86	\$5.68
Aug-32	\$92.95	\$87.15	\$5.68
Sep-32	\$93.25	\$87.43	\$5.68
Oct-32	\$93.56	\$87.72	\$5.68
Nov-32	\$93.86	\$88.00	\$5.68
Dec-32	\$94.16	\$88.29	\$5.68
Jan-33	\$94.46	\$88.58	\$5.85
Feb-33	\$94.76	\$88.86	\$5.85
Mar-33	\$95.06	\$89.15	\$5.85
Apr-33	\$95.36	\$89.43	\$5.85
May-33	\$95.66	\$89.72	\$5.85
Jun-33	\$95.96	\$90.00	\$5.85
Jul-33	\$96.26	\$90.29	\$5.85
Aug-33	\$96.56	\$90.57	\$5.85
Sep-33	\$96.86	\$90.86	\$5.85
Oct-33	\$97.16	\$91.15	\$5.85
Nov-33	\$97.46	\$91.43	\$5.85
Dec-33	\$97.76	\$91.72	\$5.85
Jan-34	\$98.06	\$92.00	\$6.03
Feb-34	\$98.36	\$92.29	\$6.03
Mar-34	\$98.66	\$92.57	\$6.03

Apr-34	\$98.96	\$92.86	\$6.03
May-34	\$99.26	\$93.14	\$6.03
Jun-34	\$99.56	\$93.43	\$6.03
Jul-34	\$99.86	\$93.72	\$6.03
Aug-34	\$100.16	\$94.00	\$6.03
Sep-34	\$100.46	\$94.29	\$6.03
Oct-34	\$100.77	\$94.57	\$6.03
Nov-34	\$101.07	\$94.86	\$6.03
Dec-34	\$101.37	\$95.14	\$6.03
Jan-35	\$101.67	\$95.43	\$6.21
Feb-35	\$101.97	\$95.71	\$6.21
Mar-35	\$102.27	\$96.00	\$6.21
Apr-35	\$102.57	\$96.29	\$6.21
May-35	\$102.87	\$96.57	\$6.21
Jun-35	\$103.17	\$96.86	\$6.21
Jul-35	\$103.47	\$97.14	\$6.21
Aug-35	\$103.77	\$97.43	\$6.21
Sep-35	\$104.07	\$97.71	\$6.21
Oct-35	\$104.37	\$98.00	\$6.21
Nov-35	\$104.67	\$98.28	\$6.21
Dec-35	\$104.97	\$98.57	\$6.21
Jan-36	\$105.27	\$98.86	\$6.40
Feb-36	\$105.57	\$99.14	\$6.40
Mar-36	\$105.88	\$99.43	\$6.40
Apr-36	\$106.18	\$99.72	\$6.40
May-36	\$106.49	\$100.01	\$6.40
Jun-36	\$106.79	\$100.30	\$6.40
Jul-36	\$107.10	\$100.59	\$6.40
Aug-36	\$107.41	\$100.88	\$6.40
Sep-36	\$107.71	\$101.18	\$6.40
Oct-36	\$108.02	\$101.47	\$6.40
Nov-36	\$108.33	\$101.77	\$6.40
Dec-36	\$108.64	\$102.06	\$6.40

REDLINED FORMAT

REPLACEMENT APPENDIX E

SOLAR FACILITY ENERGY PRICES AND INTEGRATION CHARGES

(Prices based upon the energy shape and capacity specified in Appendix I)

E-1 Base Energy Purchase Prices – For all Base Energy received during Heavy Load Hours Idaho Power shall pay the Base Energy Heavy Load Purchase Price less the Solar Integration Charge specified below and for all Base Energy received during Light Load Hours Idaho Power shall pay the Base Energy Light Load Purchase Price less the Solar Integration Charge specified below. All of these prices are subject to revision as specified within paragraph 7.5.

<u>Month/Year</u>	<u>Base Energy Heavy Load Purchase Price (Mills/kWh)</u>	<u>Base Energy Light Load Purchase Price (Mills/kWh)</u>	<u>Solar Integration Charge (Mills/kWh)</u>
Jan-16	\$33.17 <u>\$32.58</u>	\$30.32 <u>\$30.70</u>	\$3.54
Feb-16	\$33.47 <u>\$32.90</u>	\$30.61 <u>\$30.99</u>	\$3.54
Mar-16	\$33.78 <u>\$33.21</u>	\$30.89 <u>\$31.28</u>	\$3.54
Apr-16	\$34.08 <u>\$33.52</u>	\$31.18 <u>\$31.57</u>	\$3.54
May-16	\$34.38 <u>\$33.83</u>	\$31.46 <u>\$31.86</u>	\$3.54
Jun-16	\$34.68 <u>\$34.15</u>	\$31.75 <u>\$32.15</u>	\$3.54
Jul-16	\$34.98 <u>\$34.46</u>	\$32.03 <u>\$32.44</u>	\$3.54
Aug-16	\$35.28 <u>\$34.77</u>	\$32.32 <u>\$32.73</u>	\$3.54
Sep-16	\$35.58 <u>\$35.08</u>	\$32.61 <u>\$33.02</u>	\$3.54
Oct-16	\$35.88 <u>\$35.39</u>	\$32.89 <u>\$33.31</u>	\$3.54
Nov-16	\$36.18 <u>\$35.71</u>	\$33.18 <u>\$33.60</u>	\$3.54
Dec-16	\$36.48 <u>\$36.02</u>	\$33.46 <u>\$33.89</u>	\$3.54
Jan-17	\$36.78 <u>\$36.33</u>	\$33.75 <u>\$34.18</u>	\$3.65
Feb-17	\$37.08 <u>\$36.64</u>	\$34.03 <u>\$34.47</u>	\$3.65
Mar-17	\$37.38 <u>\$36.96</u>	\$34.32 <u>\$34.76</u>	\$3.65
Apr-17	\$37.68 <u>\$37.27</u>	\$34.60 <u>\$35.05</u>	\$3.65
May-17	\$37.98 <u>\$37.58</u>	\$34.89 <u>\$35.34</u>	\$3.65
Jun-17	\$38.28 <u>\$37.89</u>	\$35.18 <u>\$35.63</u>	\$3.65
Jul-17	\$38.58 <u>\$38.20</u>	\$35.46 <u>\$35.92</u>	\$3.65
Aug-17	\$38.88 <u>\$38.52</u>	\$35.75 <u>\$36.21</u>	\$3.65
Sep-17	\$39.18 <u>\$38.83</u>	\$36.03 <u>\$36.50</u>	\$3.65
Oct-17	\$39.48 <u>\$39.14</u>	\$36.32 <u>\$36.79</u>	\$3.65
Nov-17	\$39.78 <u>\$39.45</u>	\$36.60 <u>\$37.08</u>	\$3.65
Dec-17	\$40.08 <u>\$39.77</u>	\$36.89 <u>\$37.37</u>	\$3.65
Jan-18	\$40.38 <u>\$40.08</u>	\$37.17 <u>\$37.66</u>	\$3.76
Feb-18	\$40.68 <u>\$40.39</u>	\$37.46 <u>\$37.95</u>	\$3.76
Mar-18	\$40.98 <u>\$40.70</u>	\$37.75 <u>\$38.24</u>	\$3.76

Apr-18	<u>\$41.29</u> \$41.02	<u>\$38.03</u> \$38.53	\$3.76
May-18	<u>\$41.59</u> \$41.33	<u>\$38.32</u> \$38.82	\$3.76
Jun-18	<u>\$41.89</u> \$41.64	<u>\$38.60</u> \$39.11	\$3.76
Jul-18	<u>\$42.19</u> \$41.95	<u>\$38.89</u> \$39.40	\$3.76
Aug-18	<u>\$42.49</u> \$42.26	<u>\$39.17</u> \$39.69	\$3.76
Sep-18	<u>\$42.79</u> \$42.58	<u>\$39.46</u> \$39.98	\$3.76
Oct-18	<u>\$43.09</u> \$42.89	<u>\$39.74</u> \$40.27	\$3.76
Nov-18	<u>\$43.39</u> \$43.20	<u>\$40.03</u> \$40.56	\$3.76
Dec-18	<u>\$43.69</u> \$43.51	<u>\$40.32</u> \$40.85	\$3.76
Jan-19	<u>\$43.99</u> \$43.83	<u>\$40.60</u> \$41.14	\$3.87
Feb-19	<u>\$44.29</u> \$44.14	<u>\$40.89</u> \$41.43	\$3.87
Mar-19	<u>\$44.59</u> \$44.45	<u>\$41.17</u> \$41.72	\$3.87
Apr-19	<u>\$44.89</u> \$44.76	<u>\$41.46</u> \$42.01	\$3.87
May-19	<u>\$45.19</u> \$45.07	<u>\$41.74</u> \$42.30	\$3.87
Jun-19	<u>\$45.49</u> \$45.39	<u>\$42.03</u> \$42.59	\$3.87
Jul-19	<u>\$45.79</u> \$45.70	<u>\$42.31</u> \$42.88	\$3.87
Aug-19	<u>\$46.09</u> \$46.01	<u>\$42.60</u> \$43.17	\$3.87
Sep-19	<u>\$46.39</u> \$46.32	<u>\$42.89</u> \$43.46	\$3.87
Oct-19	<u>\$46.69</u> \$46.64	<u>\$43.17</u> \$43.75	\$3.87
Nov-19	<u>\$46.99</u> \$46.95	<u>\$43.46</u> \$44.04	\$3.87
Dec-19	<u>\$47.29</u> \$47.26	<u>\$43.74</u> \$44.33	\$3.87
Jan-20	<u>\$47.59</u> \$47.57	<u>\$44.03</u> \$44.62	\$3.99
Feb-20	<u>\$47.89</u> \$47.89	<u>\$44.31</u> \$44.91	\$3.99
Mar-20	<u>\$48.19</u> \$48.20	<u>\$44.60</u> \$45.20	\$3.99
Apr-20	<u>\$48.49</u> \$48.51	<u>\$44.88</u> \$45.49	\$3.99
May-20	<u>\$48.80</u> \$48.82	<u>\$45.17</u> \$45.78	\$3.99
Jun-20	<u>\$49.10</u> \$49.13	<u>\$45.46</u> \$46.07	\$3.99
Jul-20	<u>\$49.40</u> \$49.45	<u>\$45.74</u> \$46.36	\$3.99
Aug-20	<u>\$49.70</u> \$49.76	<u>\$46.03</u> \$46.65	\$3.99
Sep-20	<u>\$50.00</u> \$50.07	<u>\$46.31</u> \$46.95	\$3.99
Oct-20	<u>\$50.30</u> \$50.38	<u>\$46.60</u> \$47.24	\$3.99
Nov-20	<u>\$50.60</u> \$50.70	<u>\$46.88</u> \$47.53	\$3.99
Dec-20	<u>\$50.90</u> \$51.01	<u>\$47.17</u> \$47.82	\$3.99
Jan-21	<u>\$51.20</u> \$51.32	<u>\$47.45</u> \$48.11	\$4.11
Feb-21	<u>\$51.50</u> \$51.63	<u>\$47.74</u> \$48.40	\$4.11
Mar-21	<u>\$51.80</u> \$51.94	<u>\$48.03</u> \$48.69	\$4.11
Apr-21	<u>\$52.10</u> \$52.26	<u>\$48.31</u> \$48.98	\$4.11
May-21	<u>\$52.40</u> \$52.57	<u>\$48.60</u> \$49.27	\$4.11
Jun-21	<u>\$52.70</u> \$52.88	<u>\$48.88</u> \$49.56	\$4.11
Jul-21	<u>\$53.00</u> \$53.19	<u>\$49.17</u> \$49.85	\$4.11
Aug-21	<u>\$53.30</u> \$53.51	<u>\$49.45</u> \$50.14	\$4.11
Sep-21	<u>\$53.60</u> \$53.82	<u>\$49.74</u> \$50.43	\$4.11
Oct-21	<u>\$53.90</u> \$54.13	<u>\$50.02</u> \$50.72	\$4.11
Nov-21	<u>\$54.20</u> \$54.44	<u>\$50.31</u> \$51.01	\$4.11
Dec-21	<u>\$54.50</u> \$54.76	<u>\$50.60</u> \$51.30	\$4.11
Jan-22	<u>\$54.80</u> \$55.07	<u>\$50.88</u> \$51.59	\$4.23
Feb-22	<u>\$55.10</u> \$55.38	<u>\$51.17</u> \$51.88	\$4.23
Mar-22	<u>\$55.40</u> \$55.69	<u>\$51.45</u> \$52.17	\$4.23

Apr-22	<u>\$55.70</u> \$56.00	<u>\$51.74</u> \$52.46	\$4.23
May-22	<u>\$56.01</u> \$56.32	<u>\$52.02</u> \$52.75	\$4.23
Jun-22	<u>\$56.31</u> \$56.63	<u>\$52.31</u> \$53.04	\$4.23
Jul-22	<u>\$56.61</u> \$56.94	<u>\$52.59</u> \$53.33	\$4.23
Aug-22	<u>\$56.91</u> \$57.25	<u>\$52.88</u> \$53.62	\$4.23
Sep-22	<u>\$57.21</u> \$57.57	<u>\$53.17</u> \$53.91	\$4.23
Oct-22	<u>\$57.51</u> \$57.88	<u>\$53.45</u> \$54.20	\$4.23
Nov-22	<u>\$57.81</u> \$58.19	<u>\$53.74</u> \$54.49	\$4.23
Dec-22	<u>\$58.11</u> \$58.50	<u>\$54.02</u> \$54.78	\$4.23
Jan-23	<u>\$58.41</u> \$58.82	<u>\$54.31</u> \$55.07	\$4.36
Feb-23	<u>\$58.71</u> \$59.13	<u>\$54.59</u> \$55.36	\$4.36
Mar-23	<u>\$59.01</u> \$59.44	<u>\$54.88</u> \$55.65	\$4.36
Apr-23	<u>\$59.31</u> \$59.75	<u>\$55.16</u> \$55.94	\$4.36
May-23	<u>\$59.61</u> \$60.06	<u>\$55.45</u> \$56.23	\$4.36
Jun-23	<u>\$59.91</u> \$60.38	<u>\$55.74</u> \$56.52	\$4.36
Jul-23	<u>\$60.21</u> \$60.69	<u>\$56.02</u> \$56.81	\$4.36
Aug-23	<u>\$60.51</u> \$61.00	<u>\$56.31</u> \$57.10	\$4.36
Sep-23	<u>\$60.81</u> \$61.31	<u>\$56.59</u> \$57.39	\$4.36
Oct-23	<u>\$61.11</u> \$61.63	<u>\$56.88</u> \$57.68	\$4.36
Nov-23	<u>\$61.41</u> \$61.94	<u>\$57.16</u> \$57.97	\$4.36
Dec-23	<u>\$61.71</u> \$62.25	<u>\$57.45</u> \$58.26	\$4.36
Jan-24	<u>\$62.01</u> \$62.56	<u>\$57.73</u> \$58.55	\$4.49
Feb-24	<u>\$62.31</u> \$62.87	<u>\$58.02</u> \$58.84	\$4.49
Mar-24	<u>\$62.61</u> \$63.19	<u>\$58.31</u> \$59.13	\$4.49
Apr-24	<u>\$62.91</u> \$63.50	<u>\$58.59</u> \$59.42	\$4.49
May-24	<u>\$63.21</u> \$63.81	<u>\$58.88</u> \$59.71	\$4.49
Jun-24	<u>\$63.52</u> \$64.12	<u>\$59.16</u> \$60.00	\$4.49
Jul-24	<u>\$63.82</u> \$64.44	<u>\$59.45</u> \$60.29	\$4.49
Aug-24	<u>\$64.12</u> \$64.75	<u>\$59.73</u> \$60.58	\$4.49
Sep-24	<u>\$64.42</u> \$65.06	<u>\$60.02</u> \$60.87	\$4.49
Oct-24	<u>\$64.72</u> \$65.37	<u>\$60.30</u> \$61.16	\$4.49
Nov-24	<u>\$65.02</u> \$65.69	<u>\$60.59</u> \$61.45	\$4.49
Dec-24	<u>\$65.32</u> \$66.00	<u>\$60.88</u> \$61.74	\$4.49
Jan-25	<u>\$65.62</u> \$66.31	<u>\$61.16</u> \$62.03	\$4.62
Feb-25	<u>\$65.92</u> \$66.62	<u>\$61.45</u> \$62.32	\$4.62
Mar-25	<u>\$66.22</u> \$66.93	<u>\$61.73</u> \$62.61	\$4.62
Apr-25	<u>\$66.52</u> \$67.25	<u>\$62.02</u> \$62.90	\$4.62
May-25	<u>\$66.82</u> \$67.56	<u>\$62.30</u> \$63.19	\$4.62
Jun-25	<u>\$67.12</u> \$67.87	<u>\$62.59</u> \$63.48	\$4.62
Jul-25	<u>\$67.42</u> \$68.18	<u>\$62.87</u> \$63.77	\$4.62
Aug-25	<u>\$67.72</u> \$68.50	<u>\$63.16</u> \$64.06	\$4.62
Sep-25	<u>\$68.02</u> \$68.81	<u>\$63.45</u> \$64.36	\$4.62
Oct-25	<u>\$68.32</u> \$69.12	<u>\$63.73</u> \$64.65	\$4.62
Nov-25	<u>\$68.62</u> \$69.43	<u>\$64.02</u> \$64.94	\$4.62
Dec-25	<u>\$68.92</u> \$69.74	<u>\$64.30</u> \$65.23	\$4.62
Jan-26	<u>\$69.22</u> \$70.06	<u>\$64.59</u> \$65.52	\$4.76
Feb-26	<u>\$69.52</u> \$70.37	<u>\$64.87</u> \$65.81	\$4.76
Mar-26	<u>\$69.82</u> \$70.68	<u>\$65.16</u> \$66.10	\$4.76

Apr-26	<u>\$70.12</u> \$70.99	<u>\$65.44</u> \$66.39	\$4.76
May-26	<u>\$70.42</u> \$71.31	<u>\$65.73</u> \$66.68	\$4.76
Jun-26	<u>\$70.72</u> \$71.62	<u>\$66.02</u> \$66.97	\$4.76
Jul-26	<u>\$71.03</u> \$71.93	<u>\$66.30</u> \$67.26	\$4.76
Aug-26	<u>\$71.33</u> \$72.24	<u>\$66.59</u> \$67.55	\$4.76
Sep-26	<u>\$71.63</u> \$72.56	<u>\$66.87</u> \$67.84	\$4.76
Oct-26	<u>\$71.93</u> \$72.87	<u>\$67.16</u> \$68.13	\$4.76
Nov-26	<u>\$72.23</u> \$73.18	<u>\$67.44</u> \$68.42	\$4.76
Dec-26	<u>\$72.53</u> \$73.49	<u>\$67.73</u> \$68.71	\$4.76
Jan-27	<u>\$72.83</u> \$73.80	<u>\$68.01</u> \$69.00	\$4.90
Feb-27	<u>\$73.13</u> \$74.12	<u>\$68.30</u> \$69.29	\$4.90
Mar-27	<u>\$73.43</u> \$74.43	<u>\$68.59</u> \$69.58	\$4.90
Apr-27	<u>\$73.73</u> \$74.74	<u>\$68.87</u> \$69.87	\$4.90
May-27	<u>\$74.03</u> \$75.05	<u>\$69.16</u> \$70.16	\$4.90
Jun-27	<u>\$74.33</u> \$75.37	<u>\$69.44</u> \$70.45	\$4.90
Jul-27	<u>\$74.63</u> \$75.68	<u>\$69.73</u> \$70.74	\$4.90
Aug-27	<u>\$74.93</u> \$75.99	<u>\$70.01</u> \$71.03	\$4.90
Sep-27	<u>\$75.23</u> \$76.30	<u>\$70.30</u> \$71.32	\$4.90
Oct-27	<u>\$75.53</u> \$76.61	<u>\$70.58</u> \$71.61	\$4.90
Nov-27	<u>\$75.83</u> \$76.93	<u>\$70.87</u> \$71.90	\$4.90
Dec-27	<u>\$76.13</u> \$77.24	<u>\$71.16</u> \$72.19	\$4.90
Jan-28	<u>\$76.43</u> \$77.55	<u>\$71.44</u> \$72.48	\$5.05
Feb-28	<u>\$76.73</u> \$77.86	<u>\$71.73</u> \$72.77	\$5.05
Mar-28	<u>\$77.03</u> \$78.18	<u>\$72.01</u> \$73.06	\$5.05
Apr-28	<u>\$77.33</u> \$78.49	<u>\$72.30</u> \$73.35	\$5.05
May-28	<u>\$77.63</u> \$78.80	<u>\$72.58</u> \$73.64	\$5.05
Jun-28	<u>\$77.93</u> \$79.11	<u>\$72.87</u> \$73.93	\$5.05
Jul-28	<u>\$78.23</u> \$79.43	<u>\$73.15</u> \$74.22	\$5.05
Aug-28	<u>\$78.54</u> \$79.74	<u>\$73.44</u> \$74.51	\$5.05
Sep-28	<u>\$78.84</u> \$80.05	<u>\$73.73</u> \$74.80	\$5.05
Oct-28	<u>\$79.14</u> \$80.36	<u>\$74.01</u> \$75.09	\$5.05
Nov-28	<u>\$79.44</u> \$80.67	<u>\$74.30</u> \$75.38	\$5.05
Dec-28	<u>\$79.74</u> \$80.99	<u>\$74.58</u> \$75.67	\$5.05
Jan-29	<u>\$80.04</u> \$81.30	<u>\$74.87</u> \$75.96	\$5.20
Feb-29	<u>\$80.34</u> \$81.61	<u>\$75.15</u> \$76.25	\$5.20
Mar-29	<u>\$80.64</u> \$81.92	<u>\$75.44</u> \$76.54	\$5.20
Apr-29	<u>\$80.94</u> \$82.24	<u>\$75.72</u> \$76.83	\$5.20
May-29	<u>\$81.24</u> \$82.55	<u>\$76.01</u> \$77.12	\$5.20
Jun-29	<u>\$81.54</u> \$82.86	<u>\$76.30</u> \$77.41	\$5.20
Jul-29	<u>\$81.84</u> \$83.17	<u>\$76.58</u> \$77.70	\$5.20
Aug-29	<u>\$82.14</u> \$83.48	<u>\$76.87</u> \$77.99	\$5.20
Sep-29	<u>\$82.44</u> \$83.80	<u>\$77.15</u> \$78.28	\$5.20
Oct-29	<u>\$82.74</u> \$84.11	<u>\$77.44</u> \$78.57	\$5.20
Nov-29	<u>\$83.04</u> \$84.42	<u>\$77.72</u> \$78.86	\$5.20
Dec-29	<u>\$83.34</u> \$84.73	<u>\$78.01</u> \$79.15	\$5.20
Jan-30	<u>\$83.64</u> \$85.05	<u>\$78.29</u> \$79.44	\$5.36
Feb-30	<u>\$83.94</u> \$85.36	<u>\$78.58</u> \$79.73	\$5.36
Mar-30	<u>\$84.24</u> \$85.67	<u>\$78.87</u> \$80.02	\$5.36

Apr-30	\$84.54 \$85.98	\$79.15 \$80.31	\$5.36
May-30	\$84.84 \$86.30	\$79.44 \$80.60	\$5.36
Jun-30	\$85.14 \$86.61	\$79.72 \$80.89	\$5.36
Jul-30	\$85.44 \$86.92	\$80.01 \$81.18	\$5.36
Aug-30	\$85.74 \$87.23	\$80.29 \$81.48	\$5.36
Sep-30	\$86.05 \$87.54	\$80.58 \$81.77	\$5.36
Oct-30	\$86.35 \$87.86	\$80.86 \$82.06	\$5.36
Nov-30	\$86.65 \$88.17	\$81.15 \$82.35	\$5.36
Dec-30	\$86.95 \$88.48	\$81.44 \$82.64	\$5.36
Jan-31	\$87.25 \$88.79	\$81.72 \$82.93	\$5.52
Feb-31	\$87.55 \$89.11	\$82.01 \$83.22	\$5.52
Mar-31	\$87.85 \$89.42	\$82.29 \$83.51	\$5.52
Apr-31	\$88.15 \$89.73	\$82.58 \$83.80	\$5.52
May-31	\$88.45 \$90.04	\$82.86 \$84.09	\$5.52
Jun-31	\$88.75 \$90.35	\$83.15 \$84.38	\$5.52
Jul-31	\$89.05 \$90.67	\$83.44 \$84.67	\$5.52
Aug-31	\$89.35 \$90.98	\$83.72 \$84.96	\$5.52
Sep-31	\$89.65 \$91.29	\$84.01 \$85.25	\$5.52
Oct-31	\$89.95 \$91.60	\$84.29 \$85.54	\$5.52
Nov-31	\$90.25 \$91.92	\$84.58 \$85.83	\$5.52
Dec-31	\$90.55 \$92.23	\$84.86 \$86.12	\$5.52
Jan-32	\$90.85 \$92.54	\$85.15 \$86.41	\$5.68
Feb-32	\$91.15 \$92.85	\$85.43 \$86.70	\$5.68
Mar-32	\$91.45 \$93.17	\$85.72 \$86.99	\$5.68
Apr-32	\$91.75 \$93.48	\$86.01 \$87.28	\$5.68
May-32	\$92.05 \$93.79	\$86.29 \$87.57	\$5.68
Jun-32	\$92.35 \$94.10	\$86.58 \$87.86	\$5.68
Jul-32	\$92.65 \$94.41	\$86.86 \$88.15	\$5.68
Aug-32	\$92.95 \$94.73	\$87.15 \$88.44	\$5.68
Sep-32	\$93.25 \$95.04	\$87.43 \$88.73	\$5.68
Oct-32	\$93.56 \$95.35	\$87.72 \$89.02	\$5.68
Nov-32	\$93.86 \$95.66	\$88.00 \$89.31	\$5.68
Dec-32	\$94.16 \$95.98	\$88.29 \$89.60	\$5.68
Jan-33	\$94.46 \$96.29	\$88.58 \$89.89	\$5.85
Feb-33	\$94.76 \$96.60	\$88.86 \$90.18	\$5.85
Mar-33	\$95.06 \$96.91	\$89.15 \$90.47	\$5.85
Apr-33	\$95.36 \$97.23	\$89.43 \$90.76	\$5.85
May-33	\$95.66 \$97.54	\$89.72 \$91.05	\$5.85
Jun-33	\$95.96 \$97.85	\$90.00 \$91.34	\$5.85
Jul-33	\$96.26 \$98.16	\$90.29 \$91.63	\$5.85
Aug-33	\$96.56 \$98.47	\$90.57 \$91.92	\$5.85
Sep-33	\$96.86 \$98.79	\$90.86 \$92.21	\$5.85
Oct-33	\$97.16 \$99.10	\$91.15 \$92.50	\$5.85
Nov-33	\$97.46 \$99.41	\$91.43 \$92.79	\$5.85
Dec-33	\$97.76 \$99.72	\$91.72 \$93.08	\$5.85
Jan-34	\$98.06 \$100.04	\$92.00 \$93.37	\$6.03
Feb-34	\$98.36 \$100.35	\$92.29 \$93.66	\$6.03
Mar-34	\$98.66 \$100.66	\$92.57 \$93.95	\$6.03

Apr-34	<u>\$98.96</u> \$100.97	<u>\$92.86</u> \$94.24	\$6.03
May-34	<u>\$99.26</u> \$101.28	<u>\$93.14</u> \$94.53	\$6.03
Jun-34	<u>\$99.56</u> \$101.60	<u>\$93.43</u> \$94.82	\$6.03
Jul-34	<u>\$99.86</u> \$101.91	<u>\$93.72</u> \$95.11	\$6.03
Aug-34	<u>\$100.16</u> \$102.22	<u>\$94.00</u> \$95.40	\$6.03
Sep-34	<u>\$100.46</u> \$102.53	<u>\$94.29</u> \$95.69	\$6.03
Oct-34	<u>\$100.77</u> \$102.85	<u>\$94.57</u> \$95.98	\$6.03
Nov-34	<u>\$101.07</u> \$103.16	<u>\$94.86</u> \$96.27	\$6.03
Dec-34	<u>\$101.37</u> \$103.47	<u>\$95.14</u> \$96.56	\$6.03
Jan-35	<u>\$101.67</u> \$103.78	<u>\$95.43</u> \$96.85	\$6.21
Feb-35	<u>\$101.97</u> \$104.10	<u>\$95.71</u> \$97.14	\$6.21
Mar-35	<u>\$102.27</u> \$104.41	<u>\$96.00</u> \$97.43	\$6.21
Apr-35	<u>\$102.57</u> \$104.72	<u>\$96.29</u> \$97.72	\$6.21
May-35	<u>\$102.87</u> \$105.03	<u>\$96.57</u> \$98.01	\$6.21
Jun-35	<u>\$103.17</u> \$105.34	<u>\$96.86</u> \$98.30	\$6.21
Jul-35	<u>\$103.47</u> \$105.66	<u>\$97.14</u> \$98.60	\$6.21
Aug-35	<u>\$103.77</u> \$105.97	<u>\$97.43</u> \$98.89	\$6.21
Sep-35	<u>\$104.07</u> \$106.28	<u>\$97.71</u> \$99.18	\$6.21
Oct-35	<u>\$104.37</u> \$106.59	<u>\$98.00</u> \$99.47	\$6.21
Nov-35	<u>\$104.67</u> \$106.91	<u>\$98.28</u> \$99.76	\$6.21
Dec-35	<u>\$104.97</u> \$107.22	<u>\$98.57</u> \$100.05	\$6.21
Jan-36	<u>\$105.27</u> \$107.53	<u>\$98.86</u> \$100.34	\$6.40
Feb-36	<u>\$105.57</u> \$107.85	<u>\$99.14</u> \$100.63	\$6.40
Mar-36	<u>\$105.88</u> \$108.16	<u>\$99.43</u> \$100.92	\$6.40
Apr-36	<u>\$106.18</u> \$108.48	<u>\$99.72</u> \$101.22	\$6.40
May-36	<u>\$106.49</u> \$108.79	<u>\$100.01</u> \$101.51	\$6.40
Jun-36	<u>\$106.79</u> \$109.11	<u>\$100.30</u> \$101.80	\$6.40
Jul-36	<u>\$107.10</u> \$109.43	<u>\$100.59</u> \$102.10	\$6.40
Aug-36	<u>\$107.41</u> \$109.75	<u>\$100.88</u> \$102.40	\$6.40
Sep-36	<u>\$107.71</u> \$110.07	<u>\$101.18</u> \$102.70	\$6.40
Oct-36	<u>\$108.02</u> \$110.39	<u>\$101.47</u> \$102.99	\$6.40
Nov-36	<u>\$108.33</u> \$110.71	<u>\$101.77</u> \$103.29	\$6.40
Dec-36	<u>\$108.64</u> \$111.04	<u>\$102.06</u> \$103.59	\$6.40

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-14-30

IDAHO POWER COMPANY

ATTACHMENT 2

CLEAN FORMAT

ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
CLARK SOLAR 3, LLC

TABLE OF CONTENTS

<u>Article</u>	<u>TITLE</u>
1	Definitions
2	No Reliance on Idaho Power
3	Warranties
4	Conditions to Acceptance of Energy
5	Term and Operation Date
6	Purchase and Sale of Net Energy
7	Purchase Price and Method of Payment
8	Environmental Attributes
9	Facility and Interconnection
10	Metering, Metering Communications and SCADA Telemetry
11	Records
12	Operations
13	Indemnification and Insurance
14	Force Majeure
15	Liability; Dedication
16	Several Obligations
17	Waiver
18	Choice of Laws and Venue
19	Disputes and Default
20	Governmental Authorization
21	Commission Order
22	Successors and Assigns
23	Modification
24	Taxes
25	Notices and Authorized Agents
26	Additional Terms and Conditions
27	Severability
28	Counterparts
29	Entire Agreement Signatures
Appendix A	Generation Scheduling and Reporting
Appendix B	Facility and Point of Delivery
Appendix C	Engineer's Certifications
Appendix D	Forms of Liquid Security
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Appendix I	Estimated Hourly Energy Production

- 1.15 "First Energy Date" – The day commencing at 00:01 hours, Mountain Time, following the day that Seller has satisfied the requirements of Article IV and after the Seller requested First Energy Date.
- 1.16 "Forced Outage" – a partial or total reduction of a) the Facility's capacity to produce and/or deliver Net Energy to the Point of Delivery, or b) Idaho Power's ability to accept Net Energy at the Point of Delivery for non-economic reasons, as a result of Idaho Power or Facility: 1) equipment failure which was **not** the result of negligence or lack of preventative maintenance, or 2) responding to a transmission provider curtailment order, or 3) unplanned preventative maintenance to repair equipment that left unrepaired, would result in failure of equipment prior to the planned maintenance period, or 4) planned maintenance or construction of the Facility or electrical lines required to serve this Facility.
- 1.17 "Generation Interconnection Agreement (GIA)" – The interconnection agreement that specifies terms, conditions and requirements of interconnecting to the Idaho Power electrical system, which will include but not be limited to all requirements as specified by Schedule 72.
- 1.18 "Generation Unit" – a complete solar pv electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.
- 1.19 "Heavy Load (HL) Hours" – The daily hours from hour ending 0700 - 2200 Mountain Time, (16 hours) excluding all hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
- 1.20 "Hourly Energy Estimates" – the hourly energy estimates provided by the Seller and included in Appendix I of this Agreement. These hourly energy estimates are a material input used in the calculation of the energy prices specified in Appendix E.
- 1.21 "Interconnection Facilities" – All equipment specified in the GIA.
- 1.22 "Light Load (LL) Hours" – The daily hours from hour ending 2300 – 0600 Mountain Time (8 hours), plus all other hours on all Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Where:

NEA = Current Month's Estimated Net Energy Amount (Paragraph 6.2)

SGU = a.) If Idaho Power is excused from accepting the Seller's Net Energy as specified in paragraph 12.2.1 this value will be equal to the percentage of curtailment as specified by Idaho Power multiplied by the TGU as defined below.

b.) If the Seller declares a Suspension of Energy Deliveries as specified in paragraph 12.3.1 this value will be the sum of the individual Generation Units size ratings as specified in Appendix B that are impacted by the circumstances causing the Seller to declare a Suspension of Energy Deliveries.

TGU = Sum of all of the individual generator ratings of the Generation Units at this Facility as specified in Appendix B of this agreement.

RSH = Actual hours the Facility's Net Energy deliveries were either reduced or suspended under paragraph 12.2.1 or 12.3.1

TH = Actual total hours in the current month

Resulting formula being:

$$\text{Adjusted Estimated Net Energy Amount} = \text{NEA} - \left(\left(\frac{\text{SGU}}{\text{TGU}} \times \text{NEA} \right) \times \left(\frac{\text{RSH}}{\text{TH}} \right) \right)$$

This Adjusted Estimated Net Energy Amount will be used in applicable Surplus Energy calculations for only the specific month in which Idaho Power was excused from accepting the Seller's Net Energy or the Seller declared a Suspension of Energy.

- 6.3 Failure to Deliver Minimum Estimated Net Energy Amounts – Unless excused by an event of Force Majeure, Seller's failure to deliver Net Energy in any Contract Year in an amount equal to at least ten percent (10%) of the sum of the Monthly Estimated Generation shall constitute an event of default.

ARTICLE VII: PURCHASE PRICE AND METHOD OF PAYMENT

- 7.1 Deleted in its entirety

- 7.2 Base Energy Heavy Load Purchase Price – For all Base Energy received during Heavy Load Hours, Idaho Power will pay the monthly Base Energy Heavy Load Purchase Price as specified in the Solar Facility Pricing Schedule including any applicable Price Adjustment, less the Solar Integration Charge.
- 7.3 Base Energy Light Load Purchase Price – For all Base Energy received during Light Load Hours, Idaho Power will pay the monthly Base Energy Light Load Purchase Price as specified in the Solar Facility Pricing Schedule including an applicable Price Adjustment, less the Solar Integration Charge.
- 7.4 Surplus Energy Price - For all Surplus Energy, Idaho Power shall pay to the Seller the current month's Market Energy Reference Price or the Base Energy Light Load Purchase Price including any applicable Price Adjustment, less the Solar Integration Charge for that month, whichever is lower.
- 7.5 Price Adjustment – Upon acceptance of a Seller Adjustment of Estimated Net Energy Amounts as specified in paragraph 6.2.2, Idaho Power will calculate the Pricing Adjustment Percentage for the applicable month(s). All pricing contained within the Solar Facility Pricing Schedule for the

ARTICLE XXI: COMMISSION ORDER

- 21.1 Idaho Power shall file this Agreement for its acceptance or rejection by the Commission. This Agreement shall only become finally effective upon the Commission's approval of all terms and provisions hereof without change or condition and declaration that all payments to be made to Seller hereunder shall be allowed as prudently incurred expenses for ratemaking purposes.

ARTICLE XXII: SUCCESSORS AND ASSIGNS

- 22.1 This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. Neither this Agreement nor any rights or obligations of either Party hereunder may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of both Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, any party with which Idaho Power may consolidate, or into which it may merge, or to which it may convey or transfer substantially all of its electric utility assets, shall automatically, without further act, and without need of consent or approval by the Seller, succeed to all of Idaho Power's rights, obligations and interests under this Agreement. Any purported assignment in derogation of the foregoing shall be void. This article shall not prevent a financing entity with recorded or secured rights from exercising all rights and remedies available to it under law or contract. Idaho Power shall have the right to be notified by the financing entity that it is exercising such rights or remedies.

ARTICLE XXIII: MODIFICATION

- 23.1 No modification to this Agreement shall be valid unless it is in writing and signed by both Parties and subsequently approved by the Commission.

ARTICLE XXIV: TAXES

- 24.1 Each Party shall pay before delinquency all taxes and other governmental charges which, if failed to be paid when due, could result in a lien upon the Facility or the Interconnection Facilities.

- b) Acknowledged responsibility for all interconnection costs and any costs associated with acquiring adequate firm transmission capacity to enable the project to be classified as an Idaho Power Designated Network Resource. If final interconnection or transmission studies are not complete at the time the Seller executes this Agreement, the Seller understands that the Seller's obligations to pay Delay and Termination Damages associated with the project's failure to achieve the Operation Date by the Scheduled Operation Date as specified in this Agreement is not relieved by final interconnection or transmission costs, processes or schedules.

26.3 This Agreement includes the following appendices, which are attached hereto and included by reference:

- Appendix A - Generation Scheduling and Reporting
- Appendix B - Facility and Point of Delivery
- Appendix C - Engineer's Certifications
- Appendix D - Forms of Liquid Security
- Appendix E - Solar Facility Energy Prices
- Appendix F - Deleted in its entirety
- Appendix G - Insurance Requirements
- Appendix H - Solar Energy Production Forecasting
- Appendix I - Estimated Hourly Energy Production

ARTICLE XXVII: SEVERABILITY

27.1 The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other terms or provisions and this Agreement shall be construed in all other respects as if the invalid or unenforceable term or provision were omitted.

ARTICLE XXVIII: COUNTERPARTS

28.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE XXIX: ENTIRE AGREEMENT

29.1 This Agreement constitutes the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between the Parties concerning the subject matter hereof.

REDLINED FORMAT

ENERGY SALES AGREEMENT
BETWEEN
IDAHO POWER COMPANY
AND
CLARK SOLAR 3, LLC

TABLE OF CONTENTS

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2	No Reliance on Idaho Power
3	Warranties
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5	Term and Operation Date
6	Purchase and Sale of Net Energy
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15	Liability; Dedication
16	Several Obligations
17	Waiver
18	Choice of Laws and Venue
19	Disputes and Default
20	Governmental Authorization
21	Commission Order
22	Successors and Assigns
23	Modification
24	Taxes
25	Notices and Authorized Agents
26	Additional Terms and Conditions
27	Severability
28	Counterparts
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- 1.21 "Interconnection Facilities" – All equipment specified in the GIA.
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ARTICLE VII: PURCHASE PRICE AND METHOD OF PAYMENT

- 7.1 ~~Deleted in its entirety The Solar Facility Pricing Schedule to be included in this Agreement is disputed by the Parties. Idaho Power believes Appendix E is the appropriate Solar Facility~~

~~Pricing Schedule as it includes an Idaho Power capacity deficit period beginning in 2021. The Seller believes Appendix F is the appropriate Solar Facility Pricing Schedule and it includes an Idaho Power capacity deficit period beginning in 2016. Both of these pricing schedules were calculated using the Commission approved Incremental Cost IRP Avoided Cost Methodology, with the only difference being the starting date of the Idaho Power capacity deficit period. The Parties may submit to the Commission written argument or Comments in support of their respective positions, in accordance with a procedural schedule mutually agreeable to the Parties and the Commission. The Parties have agreed to all other terms and conditions of this Agreement and hereby agree to submit this Solar Facility Pricing Schedule dispute to the Commission for resolution. The Parties agree to abide and be bound by the Commission's decision on this issue. The final Order of the Commission resolving this dispute will be included and become an integral part of this Agreement, which the Parties agree to support and uphold.~~

- 7.2 Base Energy Heavy Load Purchase Price – For all Base Energy received during Heavy Load Hours, Idaho Power will pay the monthly Base Energy Heavy Load Purchase Price as specified in the Solar Facility Pricing Schedule including any applicable Price Adjustment, less the Solar Integration Charge.
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- Appendix ~~FE~~ - ~~Deleted in its entirety~~ Alternative Solar Facility Energy Prices
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