

FEDERAL ENERGY REGULATORY COMMISSION

WASHINGTON, D.C. 20426

In Reply Refer To:
Docket Nos. ER82-618-000
ER82-622-000
ER82-661-000
ER83-241-000
ER83-687-000
ER83-712-000

Perkins, Coie, Stone, Olsen & Williams
Attention: Mr. Douglas S. Little
Attorney for Idaho Power Company
1900 Washington Building
Seattle, Washington 98101

MAY 20 1985

Dear Mr. Little:

On April 4, 1985, you filed a settlement agreement among Idaho Power Company (IPC) Bonneville Power Administration (BPA) and Direct Service Industrial customers of BPA in the above-referenced dockets. On April 12, 1985, staff submitted comments in support of the settlement. No other comments were received. On April 24, 1985, the presiding administrative law judge certified the uncontested settlement to the Commission.

The subject settlement is in the public interest and is hereby approved. The settlement agreement is accepted for filing and designated as shown on the attached Enclosure. The Commission's approval of this settlement does not constitute approval of, or precedent regarding, any principle or issue in this proceeding.

This letter terminates Docket Nos. ER82-618-000, ER82-622-000, ER82-661-000, ER83-241-000, ER83-687-000 and ER83-712-000.

By direction of the Commission.

Tennett F. Plumb

Secretary

Enclosure

cc: To All Parties

Idaho Public Utilities Commission
State House, Boise Idaho 83720

Nevada Public Service Commission
Capitol Complex, Kinkead Building
505 E. King Street
Carson City, Nevada 89710

Oregon Public Utility Commission
Labor & Industries Building
Salem, Oregon 97310

ENCLOSURE

Idaho Power Company
Docket Nos. ER82-618 et. al.
Settlement Designation

Designation

Description

Supplement No. 12 to
Idaho Power Company/
Bonneville Power Adminis-
tration Service Agreement
under Pacific Northwest
Electric Power and
Conversation Act FERC
Electric Tariff,
Original Volume No. 1

Settlement Agreement of
ASC for Nevada, Idaho
and Oregon Jurisdictions

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Idaho Power Company) Docket Nos. ER82-618-000,
) ER82-622-000, ER82-661-000,
) ER83-241-000, ER83-687-000,
) ER83-712-000

SETTLEMENT AGREEMENT

I. INTRODUCTION

The purpose of this agreement is to settle proceedings pending before the Federal Energy Regulatory Commission (Commission) regarding the Idaho Power Company (IPC) average system cost (ASC) filings in Docket Nos. ER82-618-000, ER82-622-000, ER82-661-000, ER83-241-000, ER83-687-000, and ER83-712-000. Bonneville Power Administration (BPA) and each of the direct service industrial customers of BPA (collectively, the DSIs) have intervened in each of these dockets. There are no other intervenors. All parties and the Commission staff have prefiled direct and rebuttal testimony, which has not yet been made part of any record. IPC, BPA, and the DSIs hereby agree to settle all of these proceedings as set forth in this agreement. The parties further agree to the prompt filing by IPC of this agreement in the above-captioned dockets.

II. ISSUES RESOLVED

This agreement resolves these proceedings. It neither determines the merits of any issue in these proceedings, nor constitutes any party's agreement with the position taken by any other party on any issue herein. This settlement agreement does

not establish any principle or precedent for use in determining the ASC of any utility, including IPC.

III. PROCEDURES FOR TERMINATING CASES

By this settlement agreement, IPC and the DSIs agree to withdraw their respective requests for hearings and other Commission review proceedings in the above-captioned dockets. BPA hereby joins with IPC and the DSIs in requesting the Commission to issue an order approving this settlement agreement and terminating all the above-captioned dockets in their entirety. In their request, the parties propose that the Commission order not address the merits of any issue. IPC, BPA, and the DSIs agree not to seek judicial review of the Commission order approving this settlement agreement.

IPC, BPA, and the DSIs request the Presiding Judge to certify on an expedited basis this settlement agreement to the Commission for immediate disposition as an uncontested settlement. The parties agree to seek the most expedited Commission review and approval process possible. Pending certification, the parties request a stay of the schedule in the above-captioned dockets effective March 14, 1985. It is the parties' intention that none of their prefiled direct and rebuttal testimony be introduced into the record of these proceedings.

IV. CONSIDERATION FOR SETTLEMENT

The parties acknowledge that the following ASC rates were determined by the Administrator. The parties agree that this settlement shall not be construed as either approval or

disapproval of these ASC rates, and that the parties will not further seek approval or disapproval of these ASC rates:

<u>Docket No.</u>	<u>Average System Cost</u> <u>Mills/kwh</u>	<u>Effective Date</u>
ER82-618-000 (Idaho)	17.94	12/2/81
ER82-618-000 (Nevada)	15.28	12/2/81
ER82-622-000 (Idaho)	19.16	2/5/82
ER82-661-000 (Oregon)	16.83 ¹	1/1/82
ER83-241-000 (Idaho)	22.58 ¹	8/20/82
ER83-687-000 (Idaho)	21.05	2/8/83
ER83-712-000 (Oregon)	21.78	4/11/83

Time is of the essence hereunder. In recognition of this, and in consideration of this agreement, the parties have settled upon a lump sum payment and upon certain deemer account adjustments in the amount and manner as follows:

1. BPA shall pay Idaho Power by wire transfer the sum of Seven Million Five Hundred Thousand Dollars (\$7,500,000). Such payment shall be made no later than June 30, 1985, or within 30 days after the date of the Commission order approving this settlement agreement, whichever occurs first. If such payment is not timely received, the outstanding balance owed by BPA shall accrue interest at the U.S. Treasury rate charged to BPA during that period.

¹The BPA report issued December 17, 1982 regarding Docket No. ER83-241-000 determined IPC's ASC to be 21.83. The Commission ordered a modification (refund) based upon determinations of certain issues; however, the remaining issues raised in Docket No. ER83-241-000 were set for further review and consideration by the Commission. Pacific Power and Light Company, et al., Docket Nos. ER81-780-000, et al., 28 FERC ¶61,143, issued July 25, 1984. The effect of the Commission's order was an increase in the IPC ASC to 22.58, as reflected. The refund has been paid and is not affected by this settlement agreement.

2. Upon Commission approval of this settlement agreement, BPA shall adjust the IPC deemer accounts by crediting the following amounts to the specified account, effective as of February 28, 1985.

<u>Deemer Account by Jurisdiction</u>	<u>Amount of Credit</u>
Idaho	\$6,298,000
Oregon	\$ 335,000
Nevada	\$ 67,000
	<u>\$6,700,000</u>

V. MISCELLANEOUS

The parties' agreements and obligations hereunder are contingent upon the Commission's approval of this settlement agreement in its entirety. If such approval is not given or if this settlement agreement is successfully challenged before any court, the parties agree that this proceeding should return to the status existing as of March 14, 1985. If Commission approval is not given but the payment under subparagraph 1 of paragraph IV has been made, IPC will, within 30 days of the Commission's disapproval, repay BPA by wire transfer the sum of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) plus interest computed in accordance with 18 C.F.R. 35.19a and calculated from the date IPC received the money from BPA. Should this agreement be successfully challenged before any court, the parties agree that (1) the repayment, if any, of the lump sum payment referred to in subparagraph 1 of paragraph IV plus interest as allowed by the Commission, shall be determined in the resumed proceeding, (2) such repayment, if any, will in any case not constitute an adjustment to IPC's deemer account, and (3) the adjustments to the IPC deemer accounts referred to in subparagraph 2 of paragraph IV, above, shall be rescinded effective as of February 28, 1985.

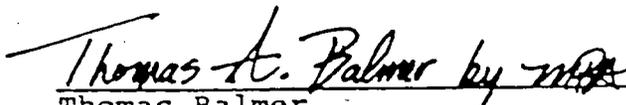
With regard to each rescinded adjustment, if IPC has by the time of such rescission come out of the deemer, IPC shall not be obligated to make any cash payment to BPA, but instead will cease receiving exchange payments from BPA until the deemer account reaches and exceeds zero.

DATED this second day of April, 1985

FOR THE DSI, INC. AND THE INDIVIDUAL
DIRECT SERVICE INDUSTRIAL CUSTOMERS:

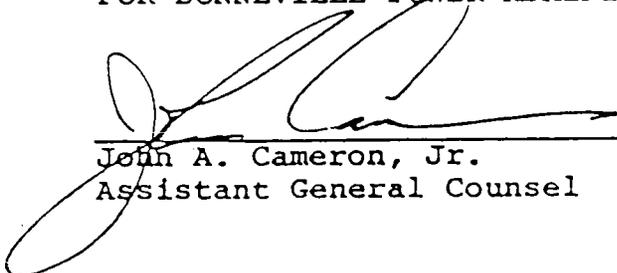


Michael Peter Alcantar
Michael Peter Alcantar, P.C.



Thomas Balmer
Lindsay, Hart, Neil & Weigler

FOR BONNEVILLE POWER ADMINISTRATION

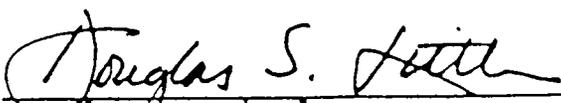


John A. Cameron, Jr.
Assistant General Counsel

FOR IDAHO POWER COMPANY



Barton L. Kline



Douglas S. Little
Perkins Coie

SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

BOX 70 • BOISE, IDAHO 83707

June 18, 1985

Harry Allen
Bonneville Power Administration
Attn: DRK
P O Box 3621
Portland, Oregon 97208

Dear Harry:

With the May 20, 1985 FERC approval of the ASC settlement agreement, we are requesting verification with BPA of Idaho Power's three jurisdictional "deemer" accounts. Listed below are the balances that we have calculated as of May 31, 1985 both prior to and after applying the settlement amounts:

<u>Jurisdiction</u>	<u>Prior to Settlement</u>	<u>Post Settlement</u>
Idaho	\$ (13,897,911.56)	\$ (7,599,911.56)
Oregon	\$ (667,115.86)	\$ (332,115.86)
Nevada	\$ (202,993.08)	\$ (135,993.08)

Please indicate below by signature if you agree with our balances. If you do not agree, please give us your balances and we will contact you for reconciliation. You may return your response to me at Idaho Power Company, P O Box 70, Boise, Idaho 83707. Thank you for your attention.

Sincerely,

Fred Wright

Signature

Date

7-1-85

c: L A Crowley

August 22, 1989

SUSPENSION OF RESIDENTIAL PURCHASE AND SALE AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

IDAHO POWER COMPANY

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Exhibit A (Data Requests)

This Suspension Agreement, executed August 31, 1989, by the United States of America (Government), Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and IDAHO POWER COMPANY (Idaho Power), a corporation organized and existing under the laws of the State of Idaho,

W I T N E S S E T H:

WHEREAS section 5(c) of the Pacific Northwest Electric Power Planning and Conservation Act (Northwest Power Act), 16 U.S.C. §§ 839 et seq., provides that a Pacific Northwest electric utility may sell electric power to BPA at the average system cost (ASC) of the utility's resources and that BPA shall sell in exchange an equivalent amount of electric power at BPA's Priority Firm rate (PF rate) to such utility for resale to that utility's residential users within the Region; and

WHEREAS Idaho Power and BPA entered into a Residential Purchase and Sale Agreement (RPSA), Contract No DE-MS79-81BP90600 dated August 22, 1981, and executed November 13, 1981; and

WHEREAS Idaho Power has elected to deem its ASC equal to BPA's PF rate in each of Idaho Power's exchange jurisdictions pursuant to section 10 of the RPSA; and

WHEREAS in BPA's 1987 wholesale power rate case BPA adopted a PF rate for residential exchange participants, including Idaho Power, that is based on the application of the supplemental rate charge provided for in section 7(b)(3) of the Northwest Power Act; and

WHEREAS Idaho Power incurs and would continue to incur substantial costs in connection with the preparation and review of its ASC submissions, and BPA incurs and would continue to incur substantial costs in connection with its review and processing of the ASC submissions and related documents of Idaho Power;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Suspension of Residential Purchase and Sale Agreement. The section 5(c) purchase and sale of power under the Idaho Power Residential Purchase and Sale Agreement (RPSA), Contract No. DE-MS79-81BP90600 is hereby suspended in accordance with and subject to the terms and conditions set forth hereafter.

2. Term of Agreement. This Suspension Agreement shall be effective at 2400 hours, July 31, 1988, shall continue in full force and effect until such time as Idaho Power thereafter elects by giving a termination notice to BPA as provided for in paragraph 6 of this Suspension Agreement, and shall terminate at 2400 hours on the effective date that BPA implements a new PF rate for residential exchange participants which is not based on the application of the supplemental rate charge provided for in section 7(b)(3) of the Northwest Power Act. Until such time as termination of this Suspension Agreement is effective, Idaho Power shall not offer to sell electric power to the BPA Administrator pursuant to section 5(c) of the Northwest Power Act.

3. Liabilities Incurred. Notwithstanding suspension of section 5(c) power sales under the RPSA, all liabilities incurred prior to the effective date of this Suspension Agreement shall continue until satisfied. BPA retains its right pursuant to section 6 of the RPSA to conduct an audit or audits, at BPA's expense, to determine whether exchange benefits previously paid to Idaho Power have benefitted only residential and small farm customers, as is required by section 5(c)(3) of the Northwest Power Act.

The execution of this Suspension Agreement by Idaho Power is wholly dependent upon Idaho Power's understanding that such suspension may be agreed upon by BPA without causing Idaho Power to incur any cash obligation to BPA as a result of the suspension. If it should be determined by a court of

competent jurisdiction that this understanding is incorrect, then this Suspension Agreement shall be null and void; provided, however, that Idaho Power shall be excused from not having made ASC filings and notices during the period of suspension and the parties shall cooperate in reconstructing the balance in the deemer account.

4. Deemer Account. The parties agree that Idaho Power's accrued deemer account balance as provided in section 10 of the RPSA is \$52,903,825.00, including interest, as of 2400 hours, July 31, 1988, for the Idaho Jurisdiction; \$4,561,262.00, including interest, as of 2400 hours, July 31, 1988, for the Oregon Jurisdiction; and \$689,064.00, including interest, as of 2400 hours, July 31, 1988, for the Nevada Jurisdiction. During the period of suspension under this Suspension Agreement, accruals to the deemer account shall cease, except for interest upon such amounts. From and after August 1, 1988, such amounts shall accrue interest, which shall be compounded quarterly, at an average prime rate for each calendar quarter, which shall be the arithmetic mean, to the nearest one-hundredth of 1 percent, of the prime rate values published in the Federal Reserve Bulletin, or in the Federal Reserve's "Selected Interest Rates" (Statistical Release G. 13), for the fourth, third, and second months preceding the first month of the calendar quarter.

Notwithstanding the parties' agreement to the aforementioned deemer account balances, which is a compromise, neither party, by entering into this Suspension Agreement, shall be deemed to have in any way approved, accepted, or consented to the facts, principal methods, or theories employed by either party in arriving at the stated balances for each Jurisdiction of the deemer account as of July 31, 1988.

5. In Lieu. Any rights and obligations of Idaho Power and BPA respecting an RPSA section 4 in lieu acquisition shall be unaffected by this Suspension Agreement and shall be the same as would pertain in the case of a utility that has elected to deem its ASC equal to BPA's PF rate. This paragraph shall neither be construed nor argued to be construed as having any bearing on the proper interpretation of the parties' rights and obligations respecting an RPSA section 4 in lieu acquisition.

6. Termination of Suspension Agreement. Idaho Power shall provide BPA at least 13 month's written notice of its election to terminate the suspension of section 5(c) purchases and sales under this Suspension Agreement, unless a shorter period is otherwise mutually agreed to, or at least 7 month's written notice of its election to terminate prior to the proposed effective date of proposed changes to BPA's PF rates, in which instance the termination shall be effective upon interim approval of the rates by the Federal Energy Regulatory Commission (FERC).

Notice of termination of suspension of section 5(c) purchases and sales under this Suspension Agreement shall not constitute notice of an election to rescind Idaho Power's deeming election as to any subsequent section 5(c) purchases and sales under its RPSA. A notice to rescind Idaho Power's deeming election may be separately given by Idaho Power, at its option, as provided by section 10 of the RPSA to be effective on or after the date of Idaho Power's termination under this paragraph. On or before the effective date of Idaho Power's termination of suspension of section 5(c) purchases and sales under this Suspension Agreement, Idaho Power shall file a Revised Appendix 1 with BPA based on its then current rates in each jurisdiction, and the filing shall be governed by the substance and procedures specified in BPA's then current Average System Cost Methodology.

7. Provision of Information by Idaho Power. Idaho Power shall provide the information listed on Exhibit A to this Suspension Agreement to BPA's Exchange Program Branch, Forecasting and Records Management Section, within 30 days after the date of execution of this Suspension Agreement by Idaho Power and thereafter as provided for in Exhibit A.

8. Assignment of Agreement. This Suspension Agreement shall inure to the benefit of, and shall be binding upon the respective successors and assigns of the parties to this Suspension Agreement. Neither this Suspension Agreement nor any interest therein shall be transferred or assigned by either party to any party other than the Government or an agency thereof without the written consent of the other except as specifically provided in this section. The consent of BPA is hereby given to any security assignment or other like financing instrument which may be required under terms of any mortgage, trust, security agreement or holder of such instrument of indebtedness made by and between Idaho Power and any mortgagee, trustee, secured party, subsidiary of Idaho Power or holder of such instrument of indebtedness, as security for bonds or other indebtedness of Idaho Power, present or future; such mortgagee, trustee, secured party, subsidiary, or holder may realize upon such security in foreclosure or other suitable proceedings, and succeed to all right, title, and interests of Idaho Power.

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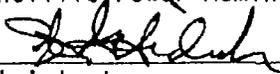
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9. Execution in Counterpart. This Suspension Agreement may be executed in counterpart. Upon execution by BPA and Idaho Power, each executed counterpart shall have the same force and effect as if both Idaho Power and BPA had executed the same document. Any signature page of this Suspension Agreement may be detached from any counterpart without impairing the legal effect of any signature(s) thereon, and may be attached to another counterpart of this Suspension Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement:

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By 
ACTING Administrator
Date AUG 31 1989

IDAHO POWER COMPANY

By _____
Title _____
Date _____

ATTEST: 
By _____
Title Attorney
Date AUG 31 1989

(7005e)

9. Execution in Counterpart. This Suspension Agreement may be executed in counterpart. Upon execution by BPA and Idaho Power, each executed counterpart shall have the same force and effect as if both Idaho Power and BPA had executed the same document. Any signature page of this Suspension Agreement may be detached from any counterpart without impairing the legal effect of any signature(s) thereon, and may be attached to another counterpart of this Suspension Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement:

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____
Administrator

Date _____

IDAHO POWER COMPANY

By *John G. ...*

Title *Chairman of the Board*

Date *September 7, 1989*

ATTEST:

By *R. W. Stal*

Title *Secretary*

Date *September 7, 1989*

(7005e)

DATA REQUESTS

Idaho Power, or its successor, will supply to BPA, by June 30 of each year, the following information:

1. The Power Supply Report or its equivalent, prepared by the Department.
2. A 20 year load forecast.
3. The current tabulation of resources and requirements.
4. The current Least Cost plan on file with the Idaho Public Utilities Commission.

BPA agrees to accept Idaho Power's then-current Resource Management Report prepared for the Idaho Public Utilities Commission in place of items 1 - 4. However, should the content of the Resource Management Report be modified to exclude any of the information contained in items 1 - 4, Idaho Power agrees to provide any and all of the items so excluded.

5. The current FERC Form 1 on file with the Federal Energy Regulatory Commission.
6. The Annual Report to Shareholders.
7. At BPA's request, made prior to the deadline for intervention in any rate proceeding or avoided cost proceeding, Idaho Power will provide timely service of copies of all documents submitted by Idaho Power in such proceedings, including, but not limited to, copies of all responses to data requests made by the staff of any regulatory commission, or intervenors, in such proceedings.
8. Responses to any reasonable data requests made by BPA which, in the judgment of Idaho Power Company, are not unduly burdensome and do not defeat the purpose of this Suspension Agreement. Such requests and responses may be made at a reasonable time other than June 30.

CMaichel/GKronick:blm:4201/7496:8-21-89 (VS1-DRE-7005e)

SUSPENSION OF RESIDENTIAL PURCHASE AND SALE AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

THE WASHINGTON WATER POWER COMPANY

This Suspension Agreement, executed by the United States of America (Government), Department of Energy, acting by and through the Bonneville Power Administration (BPA), and The Washington Water Power Company (WWP), a corporation of the State of Washington,

WITNESSETH

WHEREAS section 5(c) of the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839 et seq., provides that a Pacific Northwest electric utility may sell electric power to BPA at the average system cost (ASC) of that utility's resources and that BPA shall sell in exchange an equivalent amount of electric power to such utility for resale to that utility's residential users within the Region; and

WHEREAS WWP and BPA entered into a Residential Purchase and Sale Agreement (RPSA), Contract No. DE-MS79-81BP90606, dated 8/22/81 and executed 11/12/81; and

WHEREAS WWP has elected to deem its ASC equal to BPA's Priority Firm Rate (PF rate) pursuant to section 10 of the RPSA; and

WHEREAS in BPA's 1987 wholesale power rate case BPA adopted a PF rate for residential exchange participants, such as WWP, that is based on the application of the supplemental rate charge provided for in section 7(b)(3) of the Pacific Northwest Electric Power Planning and Conservation Act; and

WHEREAS WWP incurs and would continue to incur substantial costs in connection with the preparation and review of its ASC submissions, and BPA incurs substantial costs in connection with its review and processing of the ASC submissions and related documents of WWP;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SUSPENSION OF RPSA: The section 5(c) purchase and sale of power under the WWP Residential Purchase and Sale Agreement (RPSA), Contract No. DE-MS79-81BP90606, dated 8/22/81 and executed 11/12/81 is hereby suspended in accordance with and subject to the terms and conditions set forth hereafter.

2. TERM OF AGREEMENT: This Suspension Agreement shall be effective at 2400 hours, June 30, 1987, shall continue in full force and effect until such time on or after at least 2400 hours on September 30, 1990, as WWP thereafter elects by giving a revocation notice to BPA as provided for in paragraph 6 of this Suspension Agreement, and shall terminate at 2400 hours on September 30, 1994, unless BPA and WWP shall have previously agreed in writing to extend the term of the Suspension Agreement, either as it is currently written or as modified by mutual agreement of BPA and WWP. Until such time as revocation of this Suspension Agreement is

effective, WWP shall not offer to sell electric power to the BPA Administrator pursuant to section 5(c) of the Pacific Northwest Electric Power Planning and Conservation Act.

3. LIABILITIES INCURRED: Notwithstanding suspension of section 5(c) power sales under the RPSA, all liabilities heretofore incurred shall continue until satisfied; provided however, that neither a surcharge shall be assessed, nor a rebate given, to WWP under the Exchange Adjustment Clause of the General Rate Schedule Provisions of BPA's 1985 Wholesale Power Rates. BPA retains its right to conduct an audit or audits to determine whether exchange benefits previously paid to WWP have benefitted only residential and small farm customers, as required by section 5(c)(3) of the Pacific Northwest Electric Power Planning and Conservation Act.

The execution of this Suspension Agreement by WWP is wholly dependent upon WWP's understanding that such suspension may be agreed upon by BPA without causing WWP to incur any cash obligation to BPA as a result of the suspension. If it should be determined by a court of competent jurisdiction that this interpretation of the RPSA is incorrect, then this Suspension Agreement shall be null and void.

4. DEEMER ACCOUNT: The parties agree that the WWP's accrued deemer account balance as provided in section 10 of the RPSA is \$27,336,185, including interest, as of 2400 hours, June 30, 1987, for the Washington Jurisdiction, and \$11,988,313, including interest, as of 2400 hours, June 30, 1987, for the Idaho Jurisdiction. During the period of suspension under this Agreement, accruals to the deemer account shall cease, except for interest upon such amounts. From and after October 1, 1987, such

amounts shall accrue interest, which shall not be compounded, at an average prime rate for each calendar quarter, which shall be the arithmetic mean, to the nearest one-hundredth of one percent, of the prime rate values published in the Federal Reserve Bulletin, or in the Federal Reserve's "Selected Interest Rates" (Statistical Release G. 13), for the fourth, third, and second months preceding the first month of the calendar quarter.

Notwithstanding the parties' agreement to the aforementioned deemer account balances, which is a compromise, neither party, by entering into this Suspension Agreement, shall be deemed to have in any way approved, accepted, or consented to the facts, principal methods, or theories employed by either party in arriving at the stated balances of the deemer accounts as of June 30, 1987.

5. IN LIEU: Any rights and obligations of WWP and BPA respecting an RPSA section 4 in lieu acquisition shall be unaffected by this Suspension Agreement and shall be the same as would pertain in the case of a utility that has elected to deem its ASC equal to BPA's PF rate. This paragraph shall neither be construed nor argued to be construed as having any bearing on the proper interpretation of the parties' rights and obligations respecting an RPSA section 4 in lieu acquisition.

6. REVOCATION OF SUSPENSION AGREEMENT: WWP shall provide BPA at least 13 months' written notice of its election to revoke the suspension of section 5(c) purchases and sales under this Suspension Agreement, unless a shorter period is otherwise mutually agreed to, or at least 7 months' written notice prior to the proposed effective date of proposed changes to BPA's priority firm (PF) power rates, in which instance the revocation shall be

effective upon interim approval of the rates by FERC. Notice of revocation of suspension of section 5(c) purchases and sales under this Suspension Agreement shall not constitute notice of an election to rescind WWP's deeming election as to any subsequent section 5(c) purchases and sales. A notice to rescind WWP's deeming election may be separately given by WWP, at its option, as provided by section 10 of the RPSA to be effective on or after the date of WWP's revocation. On or before the effective date of WWP's revocation of section 5(c) purchases and sales under this Suspension Agreement, WWP shall file a Revised Appendix 1 filing with BPA based on the company's then-current rates in each jurisdiction, and the filing shall be governed by the substance and procedures specified in the then-current Average System Cost Methodology.

7. PROVISION OF INFORMATION BY WWP: WWP shall provide the information listed on Attachment 1 to this Suspension Agreement to BPA's Exchange Program Oversight Branch, Forecasting and Intervention Section on a September 30 annual basis unless another reasonable time is specified in the case of items 8 and 9.

8. ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of, and shall be binding upon the respective successors and assigns of the parties to this Agreement. Such Agreement or any interest therein shall not be transferred or assigned by either party to any party other than the Government or an agency thereof without the written consent of the other except as specifically provided in this section. The consent of BPA is hereby given to any security assignment or other like financing instrument which may be required under terms of any mortgage, trust, security

agreement or holder of such instrument of indebtedness made by and between the purchaser and any mortgagee, trustee, secured party, subsidiary of the purchaser or holder of such instrument of indebtedness, as security for bonds or other indebtedness of such Purchaser, present or future; such mortgagee, trustee, secured party, subsidiary, or holder may realize upon such security in foreclosure or other suitable proceedings, and succeed to all right, title, and interests of such Purchaser.

9. EXECUTION IN COUNTERPART. This Suspension Agreement may be executed in counterpart. Upon execution by BPA and WWP, each executed counterpart shall have the same force and effect as if both WWP and BPA had executed the same document. Any signature page of this Suspension Agreement may be detached from any counterpart without impairing the legal effect of any signature(s) thereon, and may be attached to another counterpart of this Suspension Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement:

UNITED STATES OF AMERICA
Department of Energy

By _____
Bonneville Power Administration

The Washington Water Power Company

By W. J. E.
Title Vice President Power Supply

ATTEST:

By [Signature]

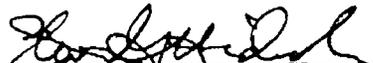
Title [Signature]

agreement or holder of such instrument of indebtedness made by and between the purchaser and any mortgagee, trustee, secured party, subsidiary of the purchaser or holder of such instrument of indebtedness, as security for bonds or other indebtedness of such Purchaser, present or future; such mortgagee, trustee, secured party, subsidiary, or holder may realize upon such security in foreclosure or other suitable proceedings, and succeed to all right, title, and interests of such Purchaser.

9. EXECUTION IN COUNTERPART. This Suspension Agreement may be executed in counterpart. Upon execution by BPA and WWP, each executed counterpart shall have the same force and effect as if both WWP and BPA had executed the same document. Any signature page of this Suspension Agreement may be detached from any counterpart without impairing the legal effect of any signature(s) thereon, and may be attached to another counterpart of this Suspension Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement:

UNITED STATES OF AMERICA
Department of Energy

By 
Bonneville Power Administration

The Washington Water Power Company

By _____

Title _____

ATTEST:

By _____

Title _____

ATTACHMENT 1
DATA REQUESTS

The Power Supply Department of the Washington Water Power Company will supply to BPA, on an annual basis, the following information:

1. The Power Supply Report or its equivalent, prepared by the Department.
2. A twenty-year load forecast.
3. The current tabulation of resources and requirements.
4. The current Avoided Cost Methodology and Rates.
5. A summary of PURPA contracts.
6. Copies of any new power sales or exchange agreements.
7. The current Least Cost plan on file with any regulatory commission.
8. At BPA's request, copies of all responses to date requests made by the staff of any regulatory commission, or intervenors, in any general rate case. Such requests and responses may be made at a reasonable time other than September 30.
9. Responses to any reasonable data requests made by BPA which, in the judgment of WWP, are not burdensome and do not defeat the purpose of this Suspension Agreement. Such requests and responses may be made at a reasonable time other than September 30.
10. The current FERC Form 1 on file with the Federal Energy Regulatory Commission.
11. The Annual Report to Shareholders.

**Washington Water Power**

W. Lester Bryan
Senior Vice President
Rates and Resources

September 29, 1993

Mr. Richard Raynor
Chief, Exchange Program Branch
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

RE: Contract No. DE-MS79-81BP90606

Dear Mr. Raynor:

The Washington Water Power Company (Company) hereby gives notice, pursuant to Section 9 of its above-referenced Residential Purchase and Sale Agreement (RPSA), of its election to terminate its RPSA effective September 30, 1993 and continuing through 2400 hours on June 30, 2001.

Very truly yours,

The Washington Water Power Company

By 
W. Lester Bryan
Senior Vice President
Rates & Resources

WLB:jl



IDAHO POWER COMPANY
PO BOX 70
BOISE, IDAHO 83707

ROBERT W. STAHMAN
Vice President, General Counsel
and Secretary

September 28, 1993

Mr. Richard Raynor
Chief, Exchange Program Branch
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

Re: Residential Purchase and Sale Agreement
Contract No. DE-MS79-81BP90600

Dear Mr. Raynor:

Idaho Power Company ("Company") hereby gives notice, pursuant to Section 9 of the above-referenced Residential Purchase and Sale Agreement ("RPSA"), of its election to terminate that RPSA effective September 30, 1993. We request that BPA notify us as soon as possible of its calculations of the Company's deemer account balances through September 30, 1993, so that we might then either agree to the calculations or resolve any disagreements about them. Whatever the correct balances are determined to be, the Company agrees that the Company's deemer account balances accrued as of September 30, 1993, for each of its exchange jurisdictions shall continue to accrue interest, said interest to be compounded quarterly, at an average prime rate for each calendar quarter, which shall be the arithmetic mean, to the nearest one-hundredth of one (1) percent, of the prime rate values published in the Federal Reserve Bulletin, or in the Federal Reserve's "Selected Interest Rates" (Statistical Release G. 13) for the fourth, third and second months preceding the first month of the calendar quarter. Consistent with section 10 of the Company's RPSA, we understand that the balances in the Company's deemer accounts shall not be a cash obligation of the Company, but shall be carried forward to apply to any subsequent exchange by the Company for the jurisdiction under any new or succeeding agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Stahman".

Robert W. Stahman

RWS:sm

cc: Randy Roach

Telephone (208) 383-2576, Fax (208) 368-6936

WP-07-E-ID-2-AT9
Page 1 of 1

September 21, 1993

TO: Gary A. Dahlke --representing Washington Water Power
Jim Thompson -- representing Idaho Power Company

FROM: Randy A. Roach

RE: WWP draft notice of RPSA termination faxed to me 9/20

This note is in response to the draft termination language that Gary faxed me on September 20. Inasmuch as section 9 of the RPSA references a time period for termination, BPA would request that you specify the duration of termination. That should, on that basis at least, remove any questions about the effectiveness of your termination and whether the agreement somehow revives itself once 7(B)(2) is no longer triggering. In addition, BPA believes we should agree now upon what the termination letter should state regarding how interest should be computed on the outstanding deemer account balance since (1) section 1 of the RPSA states that, notwithstanding termination of the agreement, liabilities under the agreement continue until satisfied, (2) section 10 states that the net balance in the deemer account shall accumulate interest, and (3) section 10 later states that the balance in the deemer account shall be carried forward to apply to any subsequent exchange by the utility. We believe the interest rate formula set forth in Idaho's RPSA suspension should apply. Re your suggestion that other matters be deferred to the time of a request for a post-2001 contract, we agree.

With all of the above changes, I would suggest that the inside caption of the letter reference the RPSA number or numbers and that the body of the letter read as follows:

The _____ Company (Company) hereby gives notice, pursuant to section 9 of its above-referenced Residential Purchase and Sale Agreement (RPSA), of its election to terminate its RPSA effective September 30, 1993, and continuing through 2400 hours on June 30, 2001. We request that BPA notify us as soon as possible of its calculations of the Company's deemer account balances through September 30, 1993, so that we might then either agree to the calculations or resolve any disagreements about them. Whatever the correct balances are, the Company agrees that the Company's deemer account balances accrued as of September 30, 1993, for each of its exchange jurisdictions shall continue to accrue interest, which shall be compounded quarterly, at an average prime rate for each calendar quarter, which shall be the arithmetic mean, to the nearest one-hundredth of 1 percent, of the prime rate values published in the Federal Reserve Bulletin, or in the Federal Reserve's "Selected Interest Rates" (Statistical Release G. 13), for the fourth, third and second months preceding the first month of the calendar quarter. Consistent with section 10 of the Company's RPSA, we understand that the balances in the Company's deemer accounts shall not be a cash obligation of the Company, but shall be carried forward to apply to any subsequent exchange by the Company for the jurisdiction under any new or succeeding agreement.

I have faxed this to the Public Power Council (Geoff Carr) and the Direct Service Industries (Steve Waddington) for their information and quick review.

September 23, 1993

TO: Gary A. Dahlke -- representing Washington Water Power
Jim Thompson -- representing Idaho Power Company

FROM: Randy A. Roach -- representing Bonneville Power Administration

RE: Dahlke 9/23/93, 9 a.m. fax re additional sentence

Gary:

I would prefer the following language: "We understand that the balances in the Company's deemer account will not be a cash obligation of the utility, but will be carried forward to apply to any new or succeeding exchange agreement." I think this gets at what you want--a working down of the balance before net positive benefits are available under any new agreement--but eliminates what I see as some ambiguity in your language that might infer the new exchange contracts will have a deemer account mechanism like the current contracts. While it may be a stretch to draw that inference, you know how sensitive people are on this(!), so I think it would be best to avoid that quagmire, particularly given our clients' interest in speed, accuracy, and simplicity.

On a somewhat related note, the PPC asked whether the 2001 date in my previous language was intended to address the question of what happens if all of the parties, including WWP and IPC, agree to renegotiate and execute their BPA contracts before the 2001 expiration of the current contracts. I stated that was a complication we hadn't dealt with, that we wanted the current termination to be fairly simple and uncluttered, and that I thought we could deal with that issue when it came time to negotiate the new contracts. Based on your (Gary's) discussion about leaving future complications to the future, I assumed you would agree.

Randy A. Roach



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

OCT 19 1993

In reply refer to: DRE

Mr. W. Lester Bryan
Senior Vice President, Rates and Resources
Washington Water Power Company
P.O. Box 3727
Spokane, WA 99220

Re: Contract No. DE-MS79-81BP90606 - Residential Purchase and Sale Agreement (RPSA)
DE-MS79-87BP92803 - Suspension of Residential Purchase and Sale Agreement

Dear Mr. Bryan:

This letter is in response to your letter of September 29, 1993, notifying Bonneville Power Administration (BPA) of the Washington Water Power Company's (Company) election to terminate the above-referenced RPSA. BPA accepts the termination subject to the following conditions, which are required by your Company's RPSA and authorized by the Suspension of Residential Purchase and Sale Agreement (Suspension Agreement) previously executed by you on behalf of the Company. The Company's deemer account balance through September 30, 1993, is \$18,271,996 for its Washington Jurisdiction and \$41,664,455 for its Idaho Jurisdiction. The Company's deemer account balances accrued as of September 30, 1993, for each of its exchange jurisdictions shall continue to accrue interest, which shall be compounded quarterly, at an average prime rate for each calendar quarter, which shall be the arithmetic mean, to the nearest one-hundredth of one (1) percent, of the prime rate values published in the Federal Reserve Bulletin, or in the Federal Reserve's "Selected Interest Rates" (Statistical Release G. 13), for the fourth, third and second months preceding the first month of the calendar quarter. Consistent with section 10 of the Company's RPSA, the balances in the Company's deemer accounts shall not be a cash obligation of the Company, but shall be carried forward to apply to any new or succeeding exchange agreement by the Company for the jurisdiction(s).

Termination of the Company's RPSA in accordance with the above-stated conditions is agreed by BPA to meet the requirements of the Company's RPSA for termination and to satisfy the Company's obligations under paragraphs 4 and 6 of the Suspension Agreement concerning effective revocation of the Suspension Agreement. Termination of the Company's RPSA without the above-stated conditions is unacceptable to BPA as not meeting the requirements of the Company's RPSA and Suspension Agreement.

Sincerely,


Richard A. Raynor
Chief, Exchange Program Branch

cc:
Mr. Gary Dahlke, Paine, Hamblen, Coffin, Brooke & Miller



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

October 20, 1993

in reply refer to: DRE

Mr. W. Lester Bryan
Senior Vice President, Rates and Resources
Washington Water Power Company
P.O. Box 3727
Spokane, WA 99220

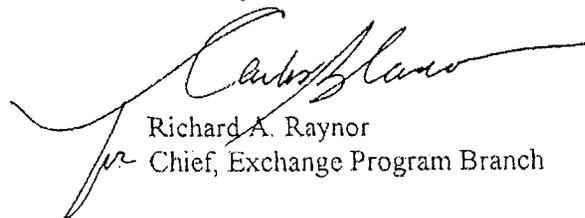
Re: Contract No. DE-MS79-81BP90606 - Residential Purchase and Sale Agreement
DE-MS79-87BP92803 - Suspension of Residential Purchase and Sale Agreement

Dear Mr. Bryan:

This letter is to notify you of a correction to Bonneville Power Administration's letter dated October 19, 1993. Washington Water Power Company's (Company) deemer balances for the Washington and Idaho jurisdictions were reversed in the letter. The letter should have stated, "The Company's deemer account balance through September 30, 1993, is \$41,664,455 for its Washington Jurisdiction and \$18,271,996 for it Idaho Jurisdiction."

I apologize for the inconvenience. Please contact me at 503-230-7494 if you have any questions regarding the correction.

Sincerely,



Richard A. Raynor
Chief, Exchange Program Branch

cc:

Mr. Gary Dahlke, Paine, Hamblen, Coffin, Brooke & Miller

RRaynor:num:7494:10/20/93 (WORD.C/DRE/Raynor/Wash1.doc)

bcc:

Area Manager - UC

R. Roach - APR

R. Russell - DREF

L. Weirather - DRE/D&T

S. Melton - DR

D. Wills - DRER

Utility File - DRE

M. Roberts - DR

C. Blanco - DRES

Official File - DRE (FI-27)

21 OCT 93 10:50

WP-07-E-ID-2-AT12
Page 1 of 1

Notice of Filing 1993

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Washington Water Power Company) Docket No. ER93-980-000

NOTICE OF FILING

(October 26, 1993)

Take notice that on September 30, 1993, Washington Water Power Company (WWP) tendered for filing a Notice of Termination of Rate Schedule FERC Electric Tariff No. 1 between WWP and Bonneville Power Administration.

Any person desiring to be heard or to protest said filing should file a motion to intervene or protest with the Federal Energy Regulatory Commission, 825 North Capitol Street, N.E., Washington, D.C. 20426, in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 18 CFR 385.214). All such motions or protests should be filed on or before November 10, 1993. Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a motion to intervene. Copies of this filing are on file with the Commission and are available for public inspection.

Linwood A. Watson, Jr.
Acting Secretary

Letter Order 1993

Docket No. ER93-980-000

DECEMBER 6, 1993

Washington Water Power Company
Attention: Ms. Rhonda R. Horobiowski
 Manager, Power Resources
Post Office Box 3727
Spokane, Washington 99220

Dear Ms. Horobiowski:

By letters dated September 29 and October 29, 1993, you submitted for filing with the Commission a notice of cancellation of your Residential Purchase and Sale Agreement with Bonneville Power Administration. Authority to act on this matter is delegated to the Director, Division of Applications, under Section 375.308 of the Commission's Regulations; pursuant to Section 375.308(a)(1), your submittal is accepted for filing and designated as follows:

Washington Water Power Company
Supplement No. 7 to Service Agreement No. 8
under Washington Water Power Company/
Bonneville Power Administration Agreement
under Pacific Northwest Electric Power
Planning and Conservation Act, FERC Electric
Tariff, Original Volume No. 1
(Cancels Service Agreement No. 8
as supplemented).

Notices of your filing were published in the Federal Register with comments, protests, or interventions due on or before November 19, 1993. No comments, protests, or interventions were filed.

Good cause is shown for granting waiver of the notice requirements pursuant to Section 205(d) of the Federal Power Act and Section 35.11 of the Commission's Regulation thereunder; therefore, the rate schedule shall become effective September 30, 1993, as requested.

This acceptance for filing does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed documents; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such acceptance is without prejudice to any findings or orders

Letter Order 1993

-2-

Washington Water Power Company

which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against Washington Water Power Company.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 CFR 385.713.

This acceptance for filing terminates Docket No. ER93-980-000.

Sincerely,

Donald J. Gelinis, Director
Division of Applications

cc: Bonneville Power Administration
Attention: Mr. Richard Raynor
Chief, Exchange Program Branch
Post Office Box 3621
Portland, Oregon 97208-3621

Washington Water Power
1411 East Mission
P.O. Box 3727
Spokane, Washington 99220-3727
1 800-727-9170
509 489-0500 Telephone



Washington Water Power

September 9, 1998

Ms. Judi Johansen
Administrator, Bonneville Power Administration
905 NE 11th Avenue
Portland, Oregon 97232

Subject: Subscription Principles and WWP Residential Exchange Participation

Dear Ms. Johansen:

I am encouraged by the public statements made by representatives of the Bonneville Power Administration (Bonneville) that you are committed to ensuring that federal power benefits are spread to all eligible residential customers in the Pacific Northwest. I also understand that Bonneville is looking for new ways to equitably distribute these benefits and that you have received a set of principles to guide subscription from the four Northwest state utility commissions in Idaho, Montana, Oregon, and Washington (Commissions), dated August 27, 1998. The Washington Water Power Company (WWP) is very supportive of the subscription principles set forth by the Commissions, particularly the principles which provide the Commissions with the responsibility of further allocating power and financial benefits among the states and among the IOUs, and establish a role for an independent third party administrator of the financial benefits of the program. I encourage Bonneville to incorporate these principles in developing a subscription program for the period beginning October 2001, as a replacement for the residential exchange.

While in agreement with the principles outlined by the Commissions, I remain concerned that Bonneville may be taking a position that WWP's deemer balance may disqualify WWP's residential and small farm customers from participating in the subscription program replacing the residential exchange for the period beginning October 2001. Please find attached a prepared statement outlining WWP's position that the *perception* that WWP has not been an active exchanger, and therefore not dependent upon Bonneville power in the 1981-2001 period, should have no bearing whatsoever as to WWP's rights to exchange or purchase power during the period beginning October 2001. When WWP terminated its residential exchange agreement with Bonneville in 1993, WWP *expressly did not agree* with Bonneville's position that the deemer balance resulting from the *changed* average system cost methodology would be carried over to a new contract. The only balance which arguably might be carried over is the balance which would have resulted from the use of the original 1981 average system cost

Ms. Judi Johansen
September 9, 1998
Page 2 of 2

methodology applied over the entire twenty-year period. Had use of the original 1981 methodology continued, WWP roughly estimates that it would have received accumulated residential exchange benefits in excess of \$100 million for our Washington jurisdiction and would not have a substantial outstanding deemer balance for our Idaho jurisdiction.

Please review the attached position statement. I trust that you will concur that Bonneville should not adhere to a position which excludes WWP's residential and small farm customers from a subscription program designed to distribute power and financial benefits to such customers of the IOUs, based upon WWP's deemer balance resulting from the changed average system cost methodology. Additionally, I am hopeful that you will allow the Commissions the opportunity to dispense the power and financial allocation to the residential and small farm customers of the IOUs. I eagerly look forward to reviewing your subscription proposal to ensure that your goal of appropriately spreading the benefits of the federal power system is met.

Respectfully,



Gary G. Ely
Senior Vice President and General Manager
Energy Trading & Market Services

Attachment

JAS

cc: Alan Buckley, WUTC
Stephanie Miller, IPUC

Prepared By: Gary A. Dahlke
Attorney for The Washington Water Power Company

Question: Should the deemer balance of The Washington Water Power Company (WWP) disqualify WWP's residential and small farm customers from participation in a subscription program for replacement of the residential exchange for the period beginning October 2001?

Answer: No. The perception that WWP was not an active exchanger, and therefore not dependent upon Bonneville Power Administration (Bonneville) power in the 1981-2001 period should have no relationship to rights to exchange power or purchase power during the period beginning October 2001. WWP is not fairly deemed an inactive exchanger as WWP was essentially forced out of the first twenty-year exchange by the unilateral change in the average system cost methodology in 1984. This change in methodology was reported by BPA and confirmed by the Courts as necessary to prevent continued violation of the Regional Act and Oregon law by Portland General Electric Company (PGE) by concealing terminated plant costs through a financing scheme approved by its Commissioner. The Court confirmed the existence of the financing scheme which concealed terminated nuclear plant costs in the return on equity component of PGE's rates, and thus passed those costs on to Bonneville, when in fact the 1981 average system cost methodology did not permit terminated plant costs to be recovered. No misconduct by WWP was involved in these cases.

The effect of the change in methodology was to eliminate certain costs that originally were a part of the negotiation in 1981 as costs to be included in the exchange calculation. Following the change in methodology, PGE still received a substantial amount of monetary benefits through the exchange. WWP has, however, received nothing. Had the revised 1984 methodology been the basis of the 1981 negotiations, WWP might well have refrained from entering into the exchange at all at its inception, which would have been WWP's right. WWP could have later requested an exchange contract at any time during the following twenty years, or not at all. In the latter case WWP would have no deemer balance going into the period beginning October 2001.

The only balance which arguably might be carried over is the balance which would have resulted from the use of the original 1981 average system cost methodology applied over the entire twenty-

year period. Had use of the original 1981 methodology continued, WWP roughly estimates that it would have received accumulated residential exchange benefits in excess of \$100 million for its Washington jurisdiction and would not have a substantial outstanding deemer balance for its Idaho jurisdiction.

When WWP terminated the exchange in 1993, WWP expressly did not agree with Bonneville's position that the deemer balance resulting from the changed methodology would be carried over to a new contract. WWP's notice of termination contains no such language. While Bonneville sent a confirmation of the termination with its position stated, WWP has never agreed with this position. The 1986 decision which confirmed Bonneville's implementation of the change to the methodology (and the Court clearly noted that it did not sanction a permanent implementation of the changes) did not in any way deal with the issue of carrying deemer balances over to a new contract. While Bonneville relies on the language of the 1981 contract that deemer balances would be carried over to the new contracts, clearly this is intended to be deemer balances resulting from use of the original 1981 methodology. To suggest that WWP intended that Bonneville could decide for itself to change the methodology (because of the abuse of other utilities, not WWP) and to require WWP to carry over the resulting greater deemer balance renders the 1981 contract wholly unilateral. I do not think that this position would be upheld by the Ninth Circuit, notwithstanding its earlier confirmation of Bonneville's right to temporarily change the methodology.

Attachment: Excerpt from Ninth Circuit Court Opinion

W:\11\150\02343\W107

RESIDENTIAL EXCHANGE RATE RELIEF BENEFIT SUMMARY FY 1982- FY 1994 (\$000)

UTILITY	FY82	FY83	FY84	FY85	FY86	FY87	FY88	FY89	FY90	FY91	FY92	FY93	FY94	TOTAL TO DATE
CP NATIONAL _1/	\$2,073	\$870	\$1,006	\$1,633	\$1,780	\$1,732	\$1,179	\$9	\$0	\$0	\$0	\$0	\$0	\$10,281
IDAHO POWER _1/	\$20,023	\$245	\$2,950	\$6,974	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,192
IDAHO POWER _1/	\$23	\$0	\$0	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27
IDAHO POWER _1/	\$623	\$11,162	\$115	\$223	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,123
IA MONTANA L & P _1/	\$0	\$30	\$32	\$25	\$57	\$69	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$217
MONTANA POWER CO	\$97	(\$53)	(\$189)	\$14	(\$14)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$145)
PGE	\$77,439	\$53,506	\$84,188	\$82,347	\$67,957	\$71,675	\$64,912	\$86,538	\$60,235	\$67,697	\$64,148	\$71,271	\$45,407	\$877,320
PP&L	\$253	\$335	\$788	\$1,349	\$1,800	\$1,811	\$1,291	\$1,611	\$1,112	\$1,266	\$1,197	\$1,354	\$955	\$15,122
PP&L	\$2,036	\$2,128	\$1,968	\$1,306	\$1,585	\$2,287	\$1,432	\$1,426	\$1,048	\$1,183	\$1,136	\$1,242	\$130	\$10,909
PP&L	\$49,289	\$48,440	\$54,553	\$50,503	\$42,180	\$48,075	\$32,141	\$28,966	\$24,600	\$27,987	\$26,866	\$27,406	\$10,085	\$470,882
PP&L	\$14,843	\$12,401	\$12,827	\$11,145	\$11,093	\$17,475	\$14,043	\$13,019	\$10,486	\$12,126	\$12,179	\$12,560	\$7,131	\$161,328
PUGET SOUND POWER	\$28,292	(\$372)	(\$12,617)	(\$739)	\$20,000	\$0	\$0	\$0	\$20,153	\$29,109	\$42,708	\$55,273	\$64,283	\$246,090
UTAH POWER	\$15,161	\$17,020	\$17,467	\$22,877	\$25,784	\$19,916	\$22,795	\$21,890	\$18,146	\$20,749	\$22,743	\$18,655	\$18,814	\$262,016
WASH WATER POWER _1/	\$1,741	\$77	(\$18)	(\$32)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,768
WASH WATER POWER _1/	\$4,710	\$202	(\$46)	(\$84)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,782
SUBTOTAL IOUS	\$216,583	\$145,991	\$163,024	\$177,545	\$172,222	\$163,040	\$137,797	\$133,459	\$135,782	\$160,117	\$170,777	\$187,760	\$146,815	\$1,964,097
BENTON REA	\$0	\$0	\$928	\$1,274	\$1,372	\$1,856	\$1,034	\$999	\$618	\$922	\$901	\$586	\$232	\$10,722
BLACHLY LANE	\$0	\$88	\$279	\$96	\$295	\$313	\$222	\$225	\$246	\$243	\$196	\$191	\$89	\$2,483
CENTRAL ELECTRIC	\$0	\$908	(\$765)	\$3,386	\$2,612	\$2,695	\$2,396	\$2,460	\$2,377	\$2,652	\$2,478	\$2,852	\$1,770	\$25,821
CLALLAM CO _1/	\$0	\$0	\$0	\$0	\$0	\$2,491	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,491
CLARK CO PUD _1/	\$0	\$575	\$3,932	\$3,662	\$4,990	\$4,973	\$9,839	\$5,354	\$509	\$1	\$0	\$0	\$0	\$33,635
CLEARWATER POWER	\$0	\$92	\$312	(\$25)	\$682	\$780	\$570	\$512	\$339	\$330	\$288	\$335	\$185	\$4,390
CONSUMERS POWER	\$0	\$0	\$894	\$1,384	\$1,494	\$1,725	\$1,524	\$1,505	\$1,497	\$1,892	\$1,533	\$1,490	\$679	\$15,417
COOS-CURRY ELEC	\$10	\$324	\$927	\$935	\$1,273	\$1,145	\$1,056	\$1,113	\$1,117	\$1,220	\$1,098	\$1,051	\$411	\$11,680
DOUGLAS ELECTRIC	\$0	\$0	\$300	\$438	\$704	\$690	\$535	\$570	\$554	\$694	\$554	\$682	\$458	\$6,079
FALL RIVER ELEC	\$0	\$0	\$297	\$628	\$926	\$836	\$515	\$873	\$505	\$601	\$626	\$544	\$337	\$6,888
FLATHEAD ELEC COOP _1/	\$0	\$0	\$0	\$0	\$0	\$642	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$642
GLACIER ELEC COOP _1/	\$0	\$0	\$0	\$0	\$0	\$877	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$877
GRAYS HARBOR PUD _1/	\$0	\$0	\$0	\$0	\$0	\$2,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,740
IDAHO FALLS, CITY OF _1/	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$607	\$1,073	\$2,308	\$1,841	\$1,849	\$0	\$7,676
KLUCKITAT CO _1/	\$0	\$0	\$0	\$0	\$0	\$805	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$805
LEWIS COUNTY PUD _1/	\$0	\$0	\$0	\$173	\$193	\$359	\$148	\$84	\$173	\$158	\$1,340	(\$20)	\$0	\$2,808
LINCOLN ELEC CO	\$0	\$0	\$331	\$635	\$530	\$827	\$549	\$483	\$290	\$212	\$239	\$188	\$159	\$4,443
LOST RIVER	\$0	\$0	\$297	\$424	\$752	\$559	\$580	\$593	\$459	\$460	\$500	\$414	\$378	\$5,416
LOWER VALLEY P & L	\$0	\$526	\$1,121	\$1,018	\$1,329	\$1,258	\$1,394	\$1,368	\$1,410	\$1,567	\$1,220	\$1,405	\$937	\$14,554
ORCAS PWR & LIGHT _1/	\$0	\$0	\$0	\$0	\$0	\$1,391	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,391
OREGON TRAIL _3/	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,741	\$4,021	\$4,355	\$10,307	\$4,365	\$2,447	\$29,236
PRAIRIE PWR COOP _1/	\$0	\$0	\$0	\$0	\$0	\$847	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$847
RAFT RIVER ELEC	\$0	\$724	\$576	\$1,036	\$614	\$1,119	\$1,119	\$813	\$786	\$790	\$923	\$711	\$579	\$9,790
SALMON RIVER ELEC _1/	\$0	\$0	\$0	\$0	\$0	\$562	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$562
SNOHOMISH CO PUD _1/	\$0	\$0	\$10,659	\$12,215	\$16,478	\$18,417	\$28,009	\$20,381	\$2,902	\$2,940	\$2,095	\$454	\$0	\$114,560
SODA SPRINGS _1/	\$0	\$0	\$0	\$0	\$196	(\$196)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UMATILLA ELEC COOP	\$0	\$170	\$1,174	\$1,614	\$195	\$823	\$765	\$838	\$827	\$963	\$728	\$643	\$314	\$9,054
VIGILANTE ELEC COOP _1/	\$0	\$0	\$0	\$0	\$0	\$844	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$844
SUBTOTAL PUBLICS	\$10	\$3,407	\$21,272	\$28,894	\$34,635	\$48,978	\$50,055	\$42,519	\$19,903	\$22,006	\$26,877	\$17,740	\$8,954	\$325,250
PRIOR YEAR ADJUSTMENT														
ETCA	\$0	\$1,764	\$1,553	\$1,313	\$1,444	\$1,405	\$214	\$2	\$266	\$267	\$284	\$258	\$283	\$9,075
TOTAL	\$216,593	\$151,182	\$185,849	\$207,752	\$208,287	\$213,423	\$188,006	\$175,041	\$155,953	\$182,390	\$197,938	\$205,758	\$156,052	\$2,445,224

REGULATORY SERVICES

2/ Partial BuyOut

1/ Settlement and Termination of RPSA & ETCA Contracts. 2/ Implementation costs are not included in Rate Relief Benefits.