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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-16-18
APPROVAL OF AN AGREEMENT FOR)
ELECTRIC SERVICE BETWEEN IDAHO) APPLICATION
POWER COMPANY AND THE UNITED)
STATES DEPARTMENT OF ENERGY.)
_____)

COMES NOW, Idaho Power Company (“Idaho Power” or “Company”) and pursuant to Idaho Code §§ 61-501, 502, and 503 and RP 52, hereby respectfully submits this Application to the Idaho Public Utilities Commission (“Commission”) for an Order approving an agreement for electric service between Idaho Power and the United States Department of Energy (“DOE”) which is set to become effective on September 15, 2016. The Company is not requesting a change to the DOE’s rates at this time. If additional time is needed to process this filing, Idaho Power requests the Commission approve an extension of the expiring special contract that was previously approved in Order No. 32354 until such time as the Commission approves a new service agreement.

I. BACKGROUND

1. The DOE, through its Idaho Operations Office, operates the facilities at the Idaho National Laboratory (“INL”) site located approximately 50 miles west of Idaho Falls, Idaho. Idaho Power has supplied electric service to the DOE and its predecessors since 1950 and currently serves the DOE under a special contract in accordance with the rates and charges set out in Electric Service Rate Schedule 30 (“Schedule 30”) and its successor schedules.

2. The current special contract between Idaho Power and the DOE was approved by the Commission on September 13, 2011, by Order No. 32354 issued in Case No. IPC-E-11-13 (“2011 Agreement”). The five-year term of the 2011 Agreement runs from September 15, 2011, through September 14, 2016.

3. In July 2015, Idaho Power began researching issues related to negotiating a new agreement with the DOE. Earlier this year, the DOE and Idaho Power began discussions related to a new special services agreement. Like most companies that contract with the federal government, an overarching U.S. General Services Administration (“GSA”) Areawide Contract governs business interactions between the federal government and Idaho Power. An “Exhibit A -- Authorization for Electric Service” to the GSA (“Authorization”), and the specific terms and conditions that accompany it, comprise the electric service agreement – also known as a “special contract.”

II. ELECTRIC SERVICE AGREEMENT

4. Idaho Power and the DOE have successfully negotiated the terms and conditions of a new special service agreement (“2016 Agreement”). Key terms of the

2016 Agreement, which is enclosed as Attachment 1 to this Application, are described below.

5. Services to be Provided by Company. Idaho Power will furnish to the DOE its requirements for all electric power and energy which the DOE may request in accordance with the terms of this Authorization. The Company agrees to provide the DOE with up to 55,000 kilowatts (“kW”) monthly for the operation of the facilities at the INL site. The DOE may request additional power requirements in excess of 55,000 kW per month for the INL site with twelve (12) months’ notice, which the Company shall have sole discretion to grant or deny. Idaho Power will supply three-phase, 60 Hz alternating current at normal 138,000 volts, with a maximum steady state variation of plus or minus five percent under normal system conditions via the two existing interconnection lines between the Antelope substation and the DOE’s Scoville substation.

6. Maintenance of Antelope Facilities. Certain DOE-owned equipment is located in the Antelope substation jointly owned by PacifiCorp and Idaho Power, but operated by PacifiCorp, that is necessary for the Company to provide service to the INL site. Coordinating access with PacifiCorp, Idaho Power will maintain the DOE-owned equipment as identified on Attachment 1 to this Authorization under the terms identified therein.

7. Transfer of Antelope Facilities. Idaho Power, the DOE, and PacifiCorp have negotiated but not executed an agreement to transfer title of the DOE-owned Antelope substation equipment to Idaho Power and PacifiCorp. This agreement was to be effective upon the execution of the Authorization; however, Idaho Power has

requested additional time to determine whether or not they will execute the agreement and take title to the DOE-owned equipment. No later than March 31, 2017, Idaho Power shall notify the DOE in writing if it will take title to the DOE-owned equipment. If PacifiCorp or Idaho Power agrees to take title, either separately or jointly, such title shall pass no later than July 31, 2017. Upon such a transfer of title, the DOE understands that Idaho Power will charge the DOE for the maintenance of the then formerly DOE-owned equipment through a facility service charge or similar mechanism.

8. Contract Charges to be Paid to the Company. The DOE agrees to pay the Company the monthly rate charges shown in Schedule 30 for the firm retail service of electric power and energy to the DOE at the INL site. The current schedule is included as the last page in Attachment 1 to this Application and Idaho Power does not propose changes to it in this filing. To allow for more flexible rate design and for consistency with other large special contract customers, the 2016 Agreement contains the ability for Idaho Power to assess the DOE a contract demand charge, which, if charged, will be contained in Schedule 30. The initial contract demand amount in the 2016 Agreement is 45,000 kW, with a maximum contract demand ceiling of 55,000 kW. The DOE has the ability under the 2016 Agreement to ask for additional demand above the 55,000 kW ceiling, which may be granted at Idaho Power's discretion.

9. Term. The term of the 2016 Agreement commences on September 15, 2016, and concludes on September 14, 2021, subject to Commission acceptance and approval. Similar to the 2011 Agreement, the DOE has the right to terminate the 2016 Agreement on six months advance prior written notice to Idaho Power, subject to certain termination charges.

10. Commission Jurisdiction. The 2016 Agreement is expressly subject to, and shall become effective upon, approval of the Commission of all terms and provisions without change or condition. To the extent allowed under Federal law, the 2016 Agreement shall be subject to the Company's General Rules and Regulations as now or hereafter in effect and on file with the Commission and to the jurisdiction and regulatory authority of the Commission.

III. RECOMMENDED PROCEDURE

11. Idaho Power asserts that a technical hearing is not necessary to consider the issues presented herein and respectfully requests that this Application be processed under Modified Procedure; i.e., by written submissions rather than by hearing. RP 201 *et seq.* If, however, the Commission determines that a technical hearing is required, the Company stands ready to prepare and present its testimony in such a hearing.

IV. COMMUNICATIONS AND SERVICE OF PLEADINGS

12. Communications and service of pleadings, exhibits, orders, and other documents relating to this proceeding should be served on the following:

Lisa D. Nordstrom
Lead Counsel
Legal Department
Idaho Power Company
P.O. Box 70
Boise, Idaho 83707
lnordstrom@idahopower.com
dockets@idahopower.com

Michael J. Youngblood
Manager – Regulatory Projects
Regulatory Affairs Department
Idaho Power Company
P.O. Box 70
Boise, Idaho 83707
myoungblood@idahopower.com

V. REQUEST FOR RELIEF

NOW, THEREFORE, based on the foregoing, Idaho Power hereby requests that the Commission issue an order approving the 2016 Agreement for electric service

between Idaho Power and the United States Department of Energy prior to September 14, 2016, the date upon which the 2011 Agreement expires. If additional time is needed to process this filing, Idaho Power requests the Commission approve an extension of the expiring special contract approved in Order No. 32354 until such time as a new agreement is approved.

DATED at Boise, Idaho, this 15th day of August 2016.


LISA D. NORDSTROM
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of August 2016 I served a true and correct copy of the within and foregoing APPLICATION upon the following named parties by the method indicated below, and addressed to the following:

United States Department of Energy
T. Wayne Hillebrant, Contracting Officer
Contract Management Division
U.S. Department of Energy
Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, Idaho 83415

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX
 Email hillebtw@id.doe.gov



Kimberly Towell, Executive Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-16-18

IDAHO POWER COMPANY

ATTACHMENT NO. 1

Contractor's ID No. _____ (Optional)
Ordering Agency's ID: DE-DT0011152

Idaho Power Company
AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE,
OR DISCONNECTION OF ELECTRIC SERVICE UNDER
CONTRACT NO. GS-00P-09-BSD-0651

Ordering Agency: U.S. DEPARTMENT OF ENERGY (DOE), IDAHO OPERATIONS OFFICE (ID)
Address: 1955 FREMONT AVENUE, IDAHO FALLS, IDAHO 83415

Pursuant to Contract No. GS-00P-09-BSD-0651 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Article 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: DOE-ID IDAHO NATIONAL LABORATORY (INL) SITE FACILITIES
SERVICE ADDRESS: SCOVILLE, IDAHO
NATURE OF SERVICE: Continue Electric Service

OTHER TERMS AND CONDITIONS: REFER ATTACHED TERMS ANDS CONDITIONS ("T's & C's")
Attach any other relevant terms and conditions under which service will be provided.

POINT OF DELIVERY: REFER ATTACHED T's & C's DEFINING POINT OF DELIVERY
TERM OF SERVICE: From SEPTEMBER 15, 2016 through SEPTEMBER 14, 2021

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. ELECTRIC SERVICE RATE SCHEDULE 30 *
(Hereinafter amended or modified by the regulatory body having jurisdiction. See article 5 of this contract.)
**ESTIMATED ANNUAL ENERGY USAGE: 2016: 205,033 - 2021: 227,862 MWh **ESTIMATED DEMAND: 2016: 39.9, 2021: 44.3 MW
ESTIMATED ANNUAL SERVICE COST: \$ 10,285,050
ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE: \$ _____ N/A
ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: N/A
FOR CONNECTION/SPECIAL FACILITIES CHARGE: N/A

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

- (1) 52.211-10 *Commencement, Prosecution and Completion of Work (APR 1984)*
- (2) 52.236-5 *Material and Workmanship (APR 1984)*
- (3) XX 52.241-4 *Change in Class of Service (FEB 1995) – LISTED IN GSA AREAWIDE CONTRACT*
- (4) XX 52.241-3 *Scope and Duration of Contract (FEB 1995) – LISTED IN GSA AREAWIDE CONTRACT*
- (5) XX 52.241-5 *Contractor's Facilities (FEB 1995) – LISTED IN GAS AREAWIDE CONTRACT*
- (6) XX 52.241-7 *Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)*
- (7) 52.241-11 *Multiple Service Locations (FEB 1995)*
- (8) 52.243-1 *Changes-Fixed Price (AUG 1987)*
- (9) 52.249- *Default (_____) (Specify appropriate Clause)*

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:
REFER T's & C's REGARDING PAYMENT in 1 (ONE) copy. The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

IDAHO POWER COMPANY
(Contractor)

U.S. DEPARTMENT OF ENERGY
(Ordering Agency)
By: [Signature]
Authorized Signature

By: [Signature]
Authorized Signature

Title: CONTRACTING OFFICER
Date: 11 AUG 2016

Title: VP, Regulatory Affairs
Date: 08-15-16

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.

** Estimated levels subject to the T's & C's.

NOTE:

A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Center for Energy Management (PIA), General Services Administration, Washington, DC 20407.

“OTHER TERMS AND CONDITIONS” – CONTINUATION PAGE
to
**EXHIBIT “A” - AUTHORIZATION No. DE-DT0011152 UNDER GSA AREAWIDE
CONTRACT NO. GS-OOP-09-BSD-0651 FOR ELECTRIC SERVICE
IDAHO POWER COMPANY AND U.S. DOE – IDAHO OPERATIONS OFFICE**

SECTION 1 – DEFINITIONS

As used herein:

1.1 “Billing Demand” shall mean the average kilowatts supplied to the INL Site during the consecutive minute period of maximum use as identified in Schedule 30 during the Billing Period, adjusted for Power Factor, as measured by the Company’s metering equipment.

1.2 “Billing Period” shall mean the interval between meter-readings and shall be approximately 30 days. However, electric service covering 27-36 days inclusive will be considered a normal billing period.

1.3 “Commission” shall mean the Idaho Public Utilities Commission or its successor agency.

1.4 “Company” and/or “Contractor” shall mean the Idaho Power Company, an Idaho corporation with its principal offices in Boise, Idaho.

1.5 “Contract Demand” shall mean the kilowatts the Company has agreed to make available to INL as described in Section 3.

1.6 “Contracting Officer” shall mean a person with the authority to act on behalf of the Government to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

1.7 “DOE” and/or the “Government” shall mean the United States Department of Energy.

1.8 “Head of Agency” shall mean the Secretary, Deputy Secretary or Under Secretary of the Department of Energy.

1.9 “INL” or “INL Site” shall mean the Idaho National Laboratory site located approximately fifty (50) miles west of Idaho Falls, Idaho.

1.10 “Point of Delivery” shall mean a change in ownership of electrical facilities between DOE and Company where power and energy are delivered by Company for the purposes of providing electrical service for the operations of DOE’s facilities at INL.

1.11 “Point of Interconnection” shall mean the point of change of ownership of transmission or substation facilities.

1.12 "Power Factor" shall mean the percentage obtained by dividing the maximum demand recorded in kilowatts by the corresponding kilovolt-ampere demand established by INL, as determined by the Company's metering equipment.

1.13 "Prudent Utility Practices" shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electrical utility industry, or any practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition, and the requirements of governmental agencies having jurisdiction. Prudent Utility Practices are not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a range of possible practices, methods or acts.

1.14 "Rule J" shall mean the tariff rule or its successor rules on file with the Commission that address continuity, curtailment and interruption of electric service to customers.

1.15 "Schedule 30" shall mean the tariff schedule of rate components, rates and charges or its successor schedules on file with the Commission that contain the rates Idaho Power shall charge DOE pursuant to this Authorization.

1.16 "System" or "Facilities" shall mean the generation and transmission facilities which are owned or controlled by either party, or which either party may use under lease, easement, permit or license.

SECTION 2 – SERVICES TO BE PROVIDED BY COMPANY

2.1 In accordance with Prudent Utility Practices, the provisions of this Authorization, and subject to Rule J, Company shall furnish to DOE its requirements for all electric power and energy which DOE may request in accordance with the terms of this Authorization. Company agrees to provide DOE with up to 55,000 kilowatts monthly for the operation of the facilities at the INL Site. DOE may request additional power requirements in excess of 55,000 kilowatts per month for the INL Site under this Authorization. Such request must be in writing and no less than twelve (12) months in advance of the first day of the month DOE desires the additional power requirements be made available; provided, however, that Company shall have sole discretion to grant or deny any requests by DOE for additional power requirements in excess of 55,000 kilowatts per month. Such notification shall be in writing and occur within sixty (60) days of receipt of DOE's written request for additional capacity or as otherwise agreed to by the parties. In the event Company grants such request for additional power under this Authorization, the parties agree to engage in good faith negotiations to determine the rates, conditions and charges for such additional power requirements. In the event Company does not grant such request for additional power requirements or Company and DOE are unable to mutually agree upon rates, terms, conditions or charges for such additional power requirements, then either party may make a filing at the Commission requesting that the additional power requirements be supplied pursuant to new rates, terms and conditions.

2.2 DOE, upon execution of this Authorization and on each May 1 thereafter, will provide Company with DOE's forecast of demand and energy expected to be actually supplied and

delivered by Company for each month during the next 16 months together with a forecast of the annual firm power load requirements (demand and energy) expected to be supplied by Company for a forecasted ten (10) year period. Parties agree that such forecasts will reflect the most recent information available at the time of preparation and may be subject to revision. Consistent with Prudent Utility Practice, DOE will provide Company in advance with information as to conditions affecting DOE's load requirements necessary for Company in load dispatching and in planning of power system operation including the probable times of substantial load changes, upward or downward. In addition, DOE shall provide Company with prompt notice of any abnormal system operating conditions as well as all known or anticipated increases or decreases in DOE's power requirements other than normal load growth.

2.3 Point of Delivery. Electric power and energy shall be delivered by Company to DOE at the Point of Interconnection with DOE's slack spans located at DOE's Scoville substation.

2.4 Possession of Power. Company shall be deemed to be in control and possession of power deliverable hereunder until Company has delivered to DOE at the Point of Delivery after which DOE shall be deemed to be in control and possession thereof. DOE will not resell any portion of the power and energy furnished under this Authorization to entities off the INL. Nothing in this authorization shall preclude DOE from providing power and/or energy to entities on the INL and receiving reimbursement from such entities for the full cost of providing such power and/or energy.

2.5 Description of Electric Service. Company shall supply three-phase, 60 Hz alternating current at normal 138,000 volts, with a maximum steady state variation of plus or minus five percent (5%) under normal system conditions via the two existing interconnection lines between the Antelope substation and DOE's Scoville substation. Company will make efforts consistent with Prudent Utility Practices and within the capability of its existing system to minimize voltage level fluctuations, the normal frequency variation to be within plus or minus 0.05 Hz on a 60 Hz base.

2.6 Maintenance of DOE-owned Equipment in Antelope Facilities. Company shall maintain the DOE-owned equipment as identified on Attachment 1 to this Authorization under the terms identified therein.

SECTION 3 – CONTRACT CHARGES TO BE PAID TO COMPANY

3.1 Schedule 30 as filed by Company with the Commission, shall contain the rate components and rates the Company shall charge DOE for services provided pursuant to the terms of this Authorization. The parties understand and agree that Schedule 30 shall remain under the continuing jurisdiction of the Commission.

3.2 Schedule 30 is for the firm retail service of electric power and energy to DOE at the INL Site.

3.3 Adjustments to Billing Demand for Power Factor shall be determined in accordance with the conditions set forth in Schedule 30, or if not set forth therein, shall be determined as follows: when the Power Factor is less than 95 percent during the 15-consecutive-minute period of maximum use during the Billing Period, Company may adjust that maximum measured demand to determine

Billing Demand by multiplying the maximum measured demand by 95 percent and dividing by the Power Factor.

3.4 Contract Demand. Under the terms of this Authorization, DOE may request a level of Contract Demand in even increments or decrements of 500 kilowatts up to a maximum of 55,000 kilowatts pursuant to the limitations described herein. The initial level of Contract Demand requested by DOE and to be supplied by the Company under the terms of this Authorization is 45,000 kilowatts. The rates the Company shall charge DOE for Contract Demand, if any, shall be set forth in Schedule 30.

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

3.5.1 Increases to Contract Demand. DOE will notify Company in writing of its desire to increase its Contract Demand at least twelve (12) months in advance of the first day of the month it desires the additional capacity to be made available. The new Contract Demand amount shall be in effect for a minimum of six (6) months. DOE shall not be allowed to increase its total Contract Demand by more than 10,000 kilowatts in any twelve (12) month period, without the prior written approval of the Company.

3.5.2 Decreases to Contract Demand. DOE will notify Company in writing that it desires to decrease its Contract Demand at least twelve (12) months in advance of the first day of the month in which it desires its decreased Contract Demand to be effective. The new Contract Demand amount shall be in effect for a minimum of six (6) months. DOE shall not be allowed to decrease its total Contract Demand by more than 10,000 kilowatts in any twelve (12) month period, without the prior written approval of the Company.

3.6 Charges. DOE hereby agrees to pay the Company the various rate component monthly charges as shown in Schedule 30.

SECTION 4 – PAYMENT OF BILLS

All bills or accounts owed by DOE to Company hereunder shall be due and payable at Company's general office in Boise, Idaho. DOE has assigned payment responsibility to its chief management and operations contractor listed below. All billings submitted under the terms of this Authorization shall be submitted to:

Battelle Energy Alliance, LLC
Attn: Accounts Payable
P.O. Box 1625
Idaho Falls, ID 83415

SECTION 5 – ACCESS TO PREMISES

Company shall have access to the INL site premises at all reasonable times with proper notice to DOE during the term of this Authorization and at its termination for the purposes of reading meters, making installations, repairs and removal of Company owned or Company-maintained equipment and for other proper purposes hereunder; provided, however, that proper military or other Governmental authority may limit or restrict such right of access in any manner considered by such authority to be necessary or advisable. In having such access, Company shall abide by such health, safety, security, and other regulations of DOE as may be applicable.

SECTION 6 – TERMINATION

During the term of this Authorization, DOE shall have the right to terminate this Authorization in whole or in part for convenience of the Government at any time by the delivery to Company of six (6) months advance written notice of the effective date of termination. No termination for convenience charges shall be required in the event of termination of this Authorization for convenience of the Government, if DOE continues to receive electric service from Company under either the terms of a subsequent GSA Areawide Contract or a published rate schedule. Termination for Convenience Charges shall be made by DOE within thirty (30) days of the effective date of termination of this Authorization and be calculated at the amount of Eight Thousand, One Hundred Thirty Dollars (\$8,130.00) per day for each day that the notice is less than twelve (12) months.

SECTION 7 – LIMITATION OF LIABILITY

7.1 SUBJECT TO THE PROVISIONS OF RULE J, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE; PUNITIVE DAMAGES; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF MATERIAL OR EQUIPMENT; OR INCREASED COSTS OF CAPITAL OR FUEL COSTS; PROVIDED, HOWEVER, THAT NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO LIMIT (A) DOE'S PAYMENT OBLIGATIONS TO COMPANY OR (B) EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7.2 EACH PARTY AGREES UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF THE OTHER PARTY UNDER THIS AGREEMENT EXCEED ONE HUNDRED FIFTY PERCENT (150%) OF THE TOTAL AMOUNT PAID BY DOE TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF BREACH. THE LIMITATION OF LIABILITY SET FORTH IN THIS PARAGRAPH SHALL NOT LIMIT (A) DOE'S PAYMENT OBLIGATIONS TO COMPANY UNDER THIS AUTHORIZATION, OR (B) EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 8 – AMENDMENTS

8.1 This Authorization may be amended at any time upon mutual agreement of the parties.

SECTION 9 – NOTICES

9.1 All written notices to be given to Company under this Authorization shall be directed to:

Vice President – Regulatory Affairs
Idaho Power Company
P. O. Box 70
Boise, Idaho 83707

All written notices to be given to DOE under this Authorization shall be directed to:

Contracting Officer
United States Department of Energy
Idaho Operations Office
1955 Fremont Ave. MS 1221
Idaho Falls, Idaho 83401-1221

9.2 Any notice, demand or request provided for in this Authorization or given in connection with this Authorization to either party shall be deemed properly given or made if delivered in person or sent certified mail, return receipt requested, to the officer and address designated above. Such notice will be deemed given as of the date of receipt. Either party may amend the officer and address to which subsequent notices are to be delivered by providing notice in the manner described in this Section.

9.3 If during the term of this Authorization, the Company applies to any such regulatory body for a change in rates or terms and conditions of services or in the type of services to be performed under this Authorization, it shall take steps to see that the Government-GSA and DOE, Idaho Operations Office, receives at least the same notice of such application as is received by all other customers affected by such application. A copy of such rate filing shall be mailed by the Company to DOE at the address shown above in 6.1, concurrently with the filing of the change in rates, terms or conditions or type of service with the regulatory body.

SECTION 10 – MISCELLANEOUS

10.1 This Authorization is expressly subject to, and shall become effective upon, the approval by the Commission of all terms and provisions hereof without change or condition. To the extent allowed under Federal law, this Authorization and the respective rights and obligations of the parties hereunder, shall be subject to (1) Company's General Rules and Regulations as now or

hereafter in effect and on file with the Commission, and (2) to the jurisdiction and regulatory authority of the Commission and the laws of the State of Idaho.

10.2 In the event of conflicts, inconsistencies, discrepancies, or ambiguities between or among this Authorization and the GSA, this Authorization shall take precedence over the GSA.

10.3 In the event a lapse between GSAs occurs, the Parties agree to abide by the terms of GSA Areawide Contract No. GS-00P-09-BSD-0651 until a new GSA becomes effective or the Parties negotiate a new contract.

10.4 Waivers of any right, privilege, claim, obligation, or condition shall be in writing and signed by the waiving Party. No waiver by a Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach, and no waiver by a Party of any right under this Agreement shall be construed as a waiver of any other right.

ATTACHMENT 1
to
"OTHER TERMS AND CONDITIONS" – CONTINUATION PAGE
to
EXHIBIT "A" - AUTHORIZATION No. DE-DT0011152 UNDER GSA AREA WIDE CONTRACT
NO. GS-OOP-09-BSD-0651 FOR ELECTRIC SERVICE
IDAHO POWER COMPANY AND U.S. DOE – IDAHO OPERATIONS OFFICE

1. Certain DOE-owned equipment is located in the Antelope Substation jointly owned by PacifiCorp and Idaho Power and operated by PacifiCorp that is necessary for the Company to provide service to the INL site. DOE authorizes the Company to maintain the DOE-owned equipment listed below in accordance with Prudent Utility Practice.

- 1.1 Oil Circuit Breaker B103, Govt. Prop. No. 85420
Westinghouse Type BM-4B, De-Ion Grid Oil Circuit Breaker.
Acquired 1957, Moved from TRA 1981.
Serial No. 1-71-578-B
Rated Voltage 138 kV
Rated Amps 1200 A
Impulse kV 650 kV
Interrupting MVA 3500 MVA
810 gallons of oil per tank
Weight 39,500 lbs.

- 1.2 Oil Circuit Breaker B164, Bus Tie Breaker
Westinghouse Type 169GM31.5, Acquired 1982.
Serial No. 1-38Y5468
Rated Voltage 169 kV
Rated Amps 2000 A
Impulse kV 750 kV
Short Circuit Amps 31,500 A
1315 gallons of oil per tank
Weight 54,000 lbs.

- 1.3 Circuit Switcher 165A, Govt. Prop. No. 83712
S&C Circuit Switcher/Mark V, Acquired 1982.
Catalog No. 157320-T
Serial No. 81-31857
kV Nominal 161 kV
Maximum Design Voltage 169 kV
BIL 750 kV
Amps, Continuous 1200 A
Amps, RMS Asym Momentary 61,000 A
Amps, RMS Symmetrical Fault, Closing, 30 duty cycle 30,000 A
S&C Operator, Type CS-1A
Operator Voltage 125 V DC
Catalog No. 38846R3-BHPW
Serial No. 181400

- 1.4 Circuit Switcher 162A, Acquired 1982.

S&C Circuit Switcher/Mark V
Serial No. 81-31735
Same information as item 3 above
S&C Operator Type CS-1A
Serial No. 81-31735

1.5 Transformer, Govt. Prop. No. 5-220, Acquired 1957.
161 kV/138 kV
Feeds #1 Antelope-Scoville Tie Line
Westinghouse
137,600 lbs.
Serial No. 6534543
55 MVA, OA
73-1/3 MVA, FOA, with fans on both sets of fins (3 fans are already on 1 set of fins)
91-2/3 MVA, FOA, with 3rd stage cooling (addition of 2 oil pumps, one pump is already installed).
Y-Y auto transformer with delta tertiary
Includes no-load tap changer, 5 steps, for voltages from 169050 volts to 152950 volts. Tap lever is locked on step 3.
% Z – 1.5% at 55 MVA. 161 kV/138 kV

1.6 Transformer, Govt. Prop. No. 5-587, Acquired 1982.
161 kV/138 kV
Feeds #2 Antelope-Scoville Tie Line
General Electric
Serial No. M101875
167,000 lbs.
55 MVA, OA
73.3 MVA, FA
91.6 MVA, FOA, 55EC, has 1 set of fins with oil pump and 3 fans and oil.
102.7 MVA, FOA, 65EC, expansion tank on top, Y-Y auto transformer with delta tertiary. Includes no-load tap changers, 5 steps for voltages from 169050 volts to 152950 volts. Tap lever is locked on step 3.
% Z volts – 1.47 at 55 MVA, 161 kV/138 kV

2. The parties agree that Company will maintain the DOE-owned equipment set forth above in paragraphs 1.1 through 1.6 for the purpose of providing service to INL. The Company will provide DOE with a list of planned maintenance activities and estimated costs for a forward looking 12-month period on an annual basis beginning within 60 days of the effective date of this agreement and every 12 months thereafter for the term of this agreement. In addition, the Company will provide DOE with the results of any maintenance tests performed on the DOE transformers and will provide DOE with a written explanation of any concerns the Company has with the results of those transformer tests. The parties also agree that the actual costs incurred by the Company to maintain the DOE-owned equipment including repair, removal, replacement or relocation of the DOE-owned equipment shall be billed directly to DOE within ninety (90) days of work completion; provided, however, that no relocation of equipment will be undertaken without DOE's approval, which will not be unduly withheld. The Company shall notify DOE of the necessary work scope and schedule prior

to beginning any maintenance work not set forth in the list of planned maintenance activities described above for which the Company reasonably anticipates that DOE would become responsible for costs in excess of \$20,000.

3. DOE acknowledges that the equipment described in Section 1 above is located in the Antelope Substation which is operated by PacifiCorp. The Company represents that it currently has the access to Antelope Substation necessary to carry out its obligations herein and will take all reasonable steps necessary to maintain such access. In addition, DOE acknowledges that PacifiCorp, as the operator of the Antelope Substation, has operational control of equipment located in the Antelope Substation. The Company has no operational control over any of the DOE-owned equipment described in Section 1, and shall not be liable to DOE for any damage to such equipment, or injury to person or property that may result from DOE's or PacifiCorp's failure to properly operate such equipment in accordance with Prudent Utility Practice.

4. The Company, DOE, and PacifiCorp have negotiated but not executed an agreement to transfer title of the DOE-owned equipment to IPC and PacifiCorp. This agreement was to be effective upon the execution of the Authorization; however, IPC has requested additional time to determine whether or not they will execute the agreement and take title to the DOE-owned equipment. No later than March 31, 2017, IPC shall notify DOE in writing if it will take title to the DOE-owned equipment. If PacifiCorp or IPC agree to take title, either separately or jointly, such title shall pass no later than July 31, 2017. These deadlines may be extended by mutual agreement of the Parties.

5. In the event title to the DOE-owned equipment passes to the Company, this Attachment will automatically expire. Upon such a transfer of title, DOE understands that IPC through a facility service charge or similar mechanism will charge DOE for the maintenance of the then formerly DOE-owned equipment which will be maintained in accordance with Prudent Utility Practice. DOE acknowledges that to accommodate the imposition of such charge following a title transfer, a revision to the Authorization may be necessary.

SCHEDULE 30
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
 FOR
UNITED STATES DEPARTMENT OF ENERGY
IDAHO OPERATIONS OFFICE

SPECIAL CONTRACT DATED SEPTEMBER 15, 2011
CONTRACT NO. GS-OOP-09-BSD-0651

AVAILABILITY

This schedule is available for firm retail service of electric power and energy delivered for the operations of the Department of Energy's facilities located at the Idaho National Engineering Laboratory site, as provided in the Contract for Electric Service between the parties.

MONTHLY CHARGE

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

- | | | |
|----|--|---------|
| 1. | <u>Demand Charge</u> , per kW of
Billing Demand | \$8.43 |
| 2. | <u>Energy Charge</u> , per kWh | 2.9444¢ |

SPECIAL CONDITIONS

1. Billing Demand. The Billing Demand shall be the average kW supplied during the 30-minute period of maximum use during the month.

2. Power Factor Adjustment. When the Power Factor is less than 95 percent during the 30-minute period of maximum load for the month, Company may adjust the measured Demand to determine the Billing Demand by multiplying the measured kW of Demand by 0.95 and dividing by the actual Power Factor.