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IDAHO PUBLIC
UTILITIES COMMISSION

LISA D. NORDSTROM
Lead Counsel
lnordstrom@idahopower.com

June 23, 2021

VIA ELECTRONIC FILING

Jan Noriyuki, Secretary
Idaho Public Utilities Commission
11331 West Chinden Blvd., Building 8
Suite 201-A
Boise, Idaho 83714

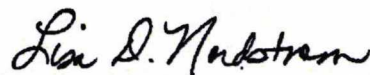
Re: Case No. IPC-E-21-20
In the Matter of the Application of Idaho Power Company for Approval of its
2021 Service Agreement with the United States Department of Energy

Dear Ms. Noriyuki:

Attached for electronic filing, pursuant to Order No. 35058, is Idaho Power Company's Application in the above entitled matter.

If you have any questions about the attached documents, please do not hesitate to contact me.

Very truly yours,



Lisa D. Nordstrom

LDN:sh
Attachments

LISA D. NORDSTROM (ISB No. 5733)
Idaho Power Company
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
Telephone: (208) 388-5825
Facsimile: (208) 388-6936
lnordstrom@idahopower.com

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-21-20
APPROVAL OF ITS 2021 SERVICE)	
AGREEMENT WITH THE UNITED STATES)	APPLICATION
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 electric service agreement between Idaho Power and the United States Department of Energy ("DOE") to become effective September 15, 2021. The Company is not requesting a change to 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. 33621 until such time as the Commission approves a new service agreement.

I. BACKGROUND

1. 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 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 DOE was approved by the Commission by Order No. 33621 issued in Case No. IPC-E-16-18 (“2016 Agreement”). The five-year term of the 2016 Agreement is effective through September 14, 2021.

3. 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. Idaho Power and DOE have successfully negotiated the terms and conditions of a new Authorization for Electric Service to the GSA that comprises the 2021 electric service agreement (“2021 Agreement”) – also known as a “special contract.”

II. 2021 AGREEMENT

4. Key terms of the 2021 Agreement, which is enclosed as Attachment 1 to this Application, are described below.

5. Services to be Provided by Idaho Power through Calendar Year 2024. Idaho Power will furnish to DOE its requirements for all electric power, which DOE may request in accordance with the terms of the 2021 Agreement. The Company agrees to

provide DOE with up to 65,000 kilowatts ("kW") monthly for the operation of the facilities at the INL site through the calendar year 2024. DOE may request additional power requirements in excess of 65,000 kW per month for the INL site with eighteen (18) months' written notice in advance of the first day of the month DOE desires the additional power requirements be made available; provided, however, that Idaho Power shall have sole discretion to grant or deny any requests by DOE for additional power requirements in excess of 65,000 kW per month. In exercising that discretion, the Company will take into account its obligation to provide reliable and cost-effective electric service for all customers, including INL, and reply in the manner set forth in Section 2.1 of the 2021 Agreement.

6. Services to be Provided by Idaho Power after Calendar Year 2024. In addition, the Parties agree to engage in good faith negotiations to determine new rates, conditions, and charges for INL's anticipated increase in power requirements estimated to occur in 2025 and beyond. Rates, rate structures, and charges will be subject to change and may include the introduction of new charges related to adjustments in INL's requirements as approved by the Commission. Each party reserves the right to present any position in a proceeding before the Commission regarding the reasonableness of the rates, conditions, and charges for electric power and energy to be supplied to INL.

7. Delivery of Electric Service. Under the 2021 Agreement, Idaho Power will supply three-phase, 60 hertz alternating current at normal 138,000 volts, with a maximum steady state variation of plus or minus 5 percent under normal system conditions via the two existing interconnection lines between the Antelope substation and DOE's Scoville substation. The Point of Delivery of the electric power supplied by

the Company to DOE will be at the Point of Interconnection with DOE's slack spans, located at DOE's Scoville substation.

8. Forecast of Demand. Upon execution of the 2021 Agreement, and on each May 1 thereafter, DOE will provide Idaho Power with DOE's forecast of demand and energy expected to be actually supplied and delivered by Idaho Power 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 Idaho Power for a forecasted ten (10) year period. In addition, DOE will provide the Company in advance with information as to conditions affecting DOE's load requirements necessary for Idaho Power in load dispatching and in planning of power system operation, 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.

9. On-Site Generation. DOE reserves the right to install and operate generation at the INL site to offset all or part of DOE's energy usage consistent with applicable Commission approved rules and rate schedules. Pursuant to Section 2.1 of the 2021 Agreement, such generation may require modification to INL's rates, rate structure, and applicable charges.

10. Contract Charges to be Paid to Idaho Power. DOE agrees to pay the Company the monthly rate charges shown in Schedule 30, which is enclosed as Attachment 2 to this Application, for the firm retail service of electric power and energy to DOE at the INL site. The revised schedule includes modifications to the contract number and effective date. All other elements of the schedule remain unchanged. To allow for more flexible rate design and for consistency with other large special contract

customers, the 2021 Agreement contains the ability for Idaho Power to assess a contract demand charge, which, if charged, will be contained in Schedule 30. Additionally, Idaho Power reserves the right to revise INL's rates, rate structures, or charges based on any INL notification of increase or decrease to Contract Demand subject to Commission approval.

11. Term. The term of the 2021 Agreement commences on September 15, 2021, and concludes on September 14, 2031, subject to Commission acceptance and approval. DOE has the right to terminate the 2021 Agreement on eighteen (18) months' advance written notice to Idaho Power, subject to certain termination charges outlined in Section 6 of the 2021 Agreement.

12. Commission Jurisdiction. As set forth in Section 10, the 2021 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 2021 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

13. 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.*

IV. COMMUNICATIONS AND SERVICE OF PLEADINGS

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

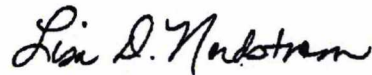
Lisa D. Nordstrom
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Idaho Power Company
P.O. Box 70
Boise, Idaho 83707
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Idaho Power Company
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Boise, Idaho 83707
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V. REQUEST FOR RELIEF

NOW, THEREFORE, based on the foregoing, Idaho Power hereby requests that the Commission issue an order approving the 2021 Agreement for electric service between Idaho Power and the United States Department of Energy prior to September 14, 2021, the date upon which the 2016 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. 33621 until such time as a new agreement is approved.

DATED at Boise, Idaho, this 23rd day of June 2021.



LISA D. NORDSTROM
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of June 2021 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

United States Department of Energy
Trevor Bluth
U.S. Department of Energy
1955 Fremont Avenue
Idaho Falls, Idaho 83415

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

United States Department of Energy
Craig Richins, 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 richincr@id.doe.gov



Sandra Holmes, Legal Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-21-20

IDAHO POWER COMPANY

ATTACHMENT NO. 1

DOE ID NO. 89243221FNE400067

Idaho Power Company
AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE, OR DISCONNECTION
OF ELECTRIC SERVICE UNDER
CONTRACT NO. 47PA0420D0011

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

Pursuant to Contract No. 47PA0420D0011 between the Contractor and the U.S. Government and subject to all the provisions thereof, service to the U.S. Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 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, ID 83415

NATURE OF SERVICE: CONTINUATION OF ELECTRIC POWER SERVICE

OTHER TERMS AND CONDITIONS: REFER ATTACHED TERMS AND CONDITIONS

Attach any other relevant terms and conditions under which service will be provided.

POINT OF DELIVERY: REFER ATTACHED TERMS AND CONDITIONS AND DEFINING POINT OF DELIVERY

TERM OF SERVICE: From 9/15/2021 through 9/14/2031

*SERVICE HEREUNDER SHALL BE UNDER ELECTRIC RATE SCHEDULE NO. 30

(Hereinafter amended or modified by the regulatory body having jurisdiction. See article 3 of this contract.)

**ESTIMATED ANNUAL ENERGY USAGE (MWh): 2021: 220,500; 2031 455,000 **ESTIMATED DEMAND (MW): 2021: 44.4; 2031: 91.6

ESTIMATED ANNUAL SERVICE COST: 2021: \$8,292,000; 2031: TBD

(Actual costs will be in accordance with demand, usage and Commission approved rates and charges)

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):

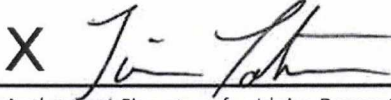
1	XX 52.241-4	<i>Change in Class of Service (FEB 1995) – LISTED IN GSA AREAWIDE CONTRACT</i>
2	XX 52.241-3	<i>Scope and Duration of Contract (FEB 1995) – LISTED IN GSA AREAWIDE CONTRACT</i>
3	XX 52.241-5	<i>Contractor's Facilities (FEB 1995) – LISTED IN GSA AREAWIDE CONTRACT</i>
4	XX 52.241-7	<i>Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)</i>

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS: REFER to Ts & Cs REGARDING PAYMENT. The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

X Trevor M.
Bluth

Digitally signed by Trevor
M. Bluth
Date: 2021.06.22
09:59:44 -06'00'

X 

Authorized Signature for U.S. Department o...
Contracting Officer

Authorized Signature for Idaho Power Com...

* 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 (PLA), General Services Administration, Washington, DC 20407.

"OTHER TERMS AND CONDITIONS" - CONTINUATION PAGE
to
EXHIBIT "A" – DOE ID AUTHORIZATION No. 89243221FNE400067
UNDER GSA AREAWIDE CONTRACT NO. 47PA0420D0011 FOR ELECTRIC SERVICE
IDAHO POWER COMPANY AND U.S. DOE IDAHO OPERATIONS OFFICE

1. DEFINITIONS

As used herein:

- 1.1. "Authorization" refers to a document that details the utility services provided to DOE under the GSA Areawide Contract (see definition of GSA below). The term of the Authorization is independent of the term of the GSA.
- 1.2. "Billing Demand" shall mean the average kilowatts (kW) supplied to the INL Site during the consecutive minute period of maximum use during the Billing Period (defined in paragraph 1.3 below), adjusted for Power Factor, as specified in Schedule 30, as measured by the Company's metering equipment.
- 1.3. "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.
- 1.4. "Commission" shall mean the Idaho Public Utilities Commission or its successor agency.
- 1.5. "Company" and/or "Contractor" shall mean the Idaho Power Company ("Idaho Power"), an Idaho corporation with its principal offices in Boise, Idaho.
- 1.6. "Contract Demand" shall mean the kW the Company has agreed to make available to INL as described in Section 3 of this Authorization.
- 1.7. "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.
- 1.8. "DOE" and/or the "Government" shall mean the U.S. Department of Energy.
- 1.9. "GSA" refers to the Government Services Administration (GSA) Areawide contract, which is the master blanket contract between DOE and Company for public utility services, under which this Authorization is made, pursuant to the Federal Acquisition Regulation (FAR) 48 CFR Part 41. The GSA Areawide contract for this Authorization is identified as: GSA Areawide Contract No. **47PA0420D0011**.
- 1.10. "Head of Agency" shall mean the Secretary, Deputy Secretary, or Under Secretary of DOE.
- 1.11. "INL" or "INL Site" shall mean the Idaho National Laboratory site located approximately fifty (50) miles west of Idaho Falls, Idaho.
- 1.12. "Party" or "Parties" to this Authorization include DOE and Company and/or Contractor.

1.13. "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.

1.14. "Point of Interconnection" shall mean the point of change of ownership of transmission or substation facilities.

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

1.16. "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.

1.17. "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.

1.18. "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.

1.19. "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.

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 65,000 kW monthly for the operation of the facilities at the INL Site through calendar year 2024. DOE may request additional power requirements in excess of 65,000 kW per month for the INL Site under this Authorization. Such request must be in writing and no less than eighteen (18) 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 65,000 kW per month. In exercising that discretion, Company will take into account its obligation to provide reliable and cost-effective electric service for all customers, including INL. Such notification shall be in writing, and occur within sixty (60) days of receipt of DOE's written estimated request for additional capacity or as otherwise agreed to by the Parties. In the event the Company denies DOE's request, Company shall provide written explanation to accompany the notification. Further, the Parties agree to meet within thirty (30) days of transmittal of that

notification to discuss Idaho Power's decision and reasoning presented in that notification, if a meeting is requested by either Party. 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 reasonable 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 reasonable rates, terms, conditions and 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. In addition, the Parties agree to engage in good faith negotiations to determine new rates, conditions, and charges for INL's anticipated increase in power requirements estimated to occur in 2025. Rates, rate structures, and charges will be subject to change and may include the introduction of new charges related to adjustments in INL's requirements as approved by the Commission. Each party reserves the right to present any position in a proceeding before the Commission regarding the reasonableness of the rates, conditions, and charges for electric power and energy to be supplied to INL.

2.2. Forecast of Demand. Upon execution of this Authorization and on each May 1 thereafter, DOE 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 hertz ("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 within the normal frequency variation which is plus or minus 0.05 Hz on a 60 Hz base.

2.6. On-site Generation. DOE reserves the right to install and operate generation at the INL site to offset all or part of DOE's energy usage consistent with applicable Commission approved rules and rate schedules. Pursuant to Section 2.1, such generation may require modification to INL's rates, rate structure, and applicable charges.

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.

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 kW up to a maximum of 65,000 kW 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 65,000 kW. 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 as follows and with the following conditions:

3.5.1. Increases to Contract Demand. DOE will notify Company in writing of its desire to increase its Contract Demand at least eighteen (18) 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 15,000 kW in any twelve (12) month period, without the prior written approval of the Company, which will not be unreasonably withheld.

3.5.2. Decreases to Contract Demand. DOE will notify Company in writing that it desires to decrease its Contract Demand at least eighteen (18) 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 15,000 kW in any twelve (12) month period, without the prior written approval of the Company, which will not be unreasonably withheld.

3.5.3. Idaho Power reserves the right to revise INL's rates, rate structures, or charges based on any INL notification of increase or decrease to Contract Demand. All revisions must be reasonable and justified, and are subject to Commission approval.

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

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 83401

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.

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 eighteen (18) 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 Commission approved rate schedule. In all other cases, termination for convenience charges in an amount equal to the Company's estimated costs resulting or arising from termination of this Authorization shall be paid by DOE within thirty (30) days of the effective date of termination of this Authorization, provided such charges shall not exceed an amount of Eight Thousand, One Hundred Thirty Dollars (\$8,130.00) per day for each day the notice is less than eighteen (18) months while DOE's Contract Demand remains at 65,000 kW. Upon DOE's notification to increase or decrease Contract Demand, Idaho Power will recalculate a termination of service charge commensurate with a daily rate for the cost of advance capacity procurement to meet INL's demand requirements.

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 AGGREGATED LIABILITY OF THE OTHER PARTY UNDER THIS AUTHORIZATION EXCEED ONE HUNDRED FIFTY PERCENT (150%) OF THE TOTAL AMOUNT PAID BY DOE TO COMPANY UNDER THIS AUTHORIZATION 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.

8. AMENDMENTS

This Authorization may be amended at any time in writing upon mutual agreement of the Parties by submitting another Authorization under the GSA noting the amendment.

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

9.2. 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

9.3. 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.

9.4. If during the term of this Authorization, 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-ID, 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 Company to DOE at the address shown above in **Section 9.2** concurrently with the filing of the change in rates, terms or conditions, or type of service with the regulatory body.

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. **47PA0420D0011** 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 Authorization shall be a waiver of any preceding or succeeding breach and no waiver by a Party of any right under this Authorization shall be construed as a waiver of any other right.

NOTHING FOLLOWS

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. IPC-E-21-20

IDAHO POWER COMPANY

ATTACHMENT NO. 2

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

SPECIAL CONTRACT DATED SEPTEMBER 15, 2016
CONTRACT NO. ~~GS-OOP-09-BSD-065147PA0420D0011~~

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 | \$8.35 |
| 2. | <u>Energy Charge</u> , per kWh | 2.9189¢ |

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.

MONTHLY ANTELOPE ASSET CHARGE ("AAC")

The AAC will be paid for the Company's investment in, and operation and maintenance expenses associated with, specified transmission facilities required to provide service under the contract.

The Monthly AAC consists of two components:

1. PacifiCorp Pass-Through Charge (PPTC):

$$\text{PPTC} = (\text{O\&M} \times \text{GAV}) + (\text{CEC})$$

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

SPECIAL CONTRACT DATED SEPTEMBER 15, 20~~16~~²¹
 CONTRACT NO. GS-OOP-09-BSD-065147PA0420D0011

(Continued)

MONTHLY ANTELOPE ASSET CHARGE ("AAC") (Continued)

2. Idaho Power Ownership Costs (OC):

$$OC = (ROC \times AV) + (PT \times AV) + (ROR \times NRBA) + (IT \times NRBA)$$

Table 1: Description of AAC Rate Components

Item	Description	Source
O&M	PacifiCorp Operations & Maintenance Expense	PacifiCorp OATT ¹ Formula Rate
GAV	Gross Asset Value	AV plus original asset value per JOOA ²
CEC	PacifiCorp Common Equipment Charge	PacifiCorp OATT Formula Rate; JOOA Exhibit D
ROC	Recovery of Capital Rate	Idaho Power OATT Formula Rate
AV	Joint-Owned Acquisition Value	AV per JOOA plus utility costs to replace assets
PT	Property Taxes Rate	Actual Idaho Power Property Tax Data
ROR	Rate of Return	Current Idaho Power Retail Rate of Return
NRBA	Net Rate Base Amount	AV less accumulated depreciation and ADIT ³
IT	Income Taxes Rate	Idaho Power OATT Formula Rate

The Monthly AAC will reflect the charges detailed in the formulas above according to the most current values from the data sources listed in Table 1, to be updated annually on October 1, with the exception of ROR, which will be updated in accordance with its effective date.

¹ Open Access Transmission Tariff

² Joint Ownership and Operating Agreement

³ Accumulated deferred income taxes

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

SPECIAL CONTRACT DATED SEPTEMBER 15, 2021
CONTRACT NO. 47PA0420D0011

AVAILABILITY

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MONTHLY CHARGE

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- | | | |
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| 1. | <u>Demand Charge</u> , per kW of Billing Demand | \$8.35 |
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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.

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

SPECIAL CONTRACT DATED SEPTEMBER 15, 2021
CONTRACT NO. 47PA0420D0011

(Continued)

MONTHLY ANTELOPE ASSET CHARGE ("AAC") (Continued)

2. Idaho Power Ownership Costs (OC):

$$OC = (ROC \times AV) + (PT \times AV) + (ROR \times NRBA) + (IT \times NRBA)$$

Table 1: Description of AAC Rate Components

Item	Description	Source
O&M	PacifiCorp Operations & Maintenance Expense	PacifiCorp OATT ¹ Formula Rate
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