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IDAHO PUBLIC  
UTILITIES COMMISSION

1 BRIAN HIRSCHKORN  
2 MANAGER, PRICING  
3 AVISTA CORPORATION  
4 P.O. BOX 3727  
5 1411 EAST MISSION AVENUE  
6 SPOKANE, WASHINGTON 99220-3727  
7 TELEPHONE: (509) 495-4723  
8 FACSIMILE: (509) 495-8058  
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12 **BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

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IN THE MATTER OF THE APPLICATION ) CASE NO. AVU-E-05-05  
OF AVISTA CORPORATION TO APPROVE ) APPLICATION OF  
AGREEMENT TO RELEASE ELECTRIC ) AVISTA CORPORATION  
CUSTOMER WITH IDAHO COUNTY LIGHT )  
& POWER COOPERATIVE )

**I. INTRODUCTION**

23 Avista Corporation doing business as Avista Utilities (hereinafter Avista or  
24 Company), at 1411 East Mission Avenue, Spokane, Washington, respectfully requests that  
25 the Commission approve the enclosed Agreement To Release Customer (Exhibit 1) with  
26 Idaho County Light & Power Cooperative. (hereinafter referred to as ICLP), sometimes  
27 hereinafter referred to individually, as a "Party", and collectively, as the "Parties".

28 The Parties have entered into an agreement pursuant to the Idaho Electric Supplier  
29 Stabilization Act) "IESS", Idaho Code §§ 61-332 et seq. in order to allow Avista to supply  
30 electric service to ICLP customer Ms. Ronda Edwards (the "Customer").

31 ICLP has agreed to relinquish the right to serve the Customer's 19.7-acre parcel of  
32 land in Grangeville, Idaho to Avista.

1 ICLP has a 34 kVA transmission line within two hundred fifty feet of the customer's  
2 property however; ICLP does not serve any customers from such transmission line and to do  
3 so, would jeopardize the integrity of its system. ICLP's closest distribution facility is more  
4 than three miles away from the Customer's property, and ICLP would need to reinforce its  
5 existing facilities in order to serve the Customer, resulting in a cost to the Customer  
6 substantially more than Avista's cost to provide electric service. Avista has an existing  
7 service line approximately 600 feet from the south end of the Customer's property and is able  
8 and willing to supply electric service to the Customer.

9 The Company requests that this filing be processed under the Commission's Modified  
10 Procedure rules.

11 Communications in reference to this Application should be addressed to:

12  
13 Linda Gervais  
14 Regulatory Analyst  
15 Rates & Regulations  
16 Avista Corporation  
17 1411 E. Mission Avenue  
18 Spokane, Washington 99220  
19 Phone: (509) 495-4975  
20 Fax: (509) 495-8058  
21 linda.gervais@avistacorp.com  
22  
23

24 **II. PROPOSED ASSIGNMENT**

25 Through the proposed Agreement, ICLP has released its electric service rights of the  
26 Customer, and has authorized Avista to serve the property. Avista, by and through its usual  
27 procedures, shall supply electric service to the Customer, in accordance with the IESS and  
28 subject to the schedules and Rules and Regulations of Avista on file with the Commission,  
29 including Schedule 51, in effect at the time electric service is provided to the Customer.

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**III. REQUEST FOR APPROVAL**

Avista, therefore, respectfully requests approval of the "Agreement To Release Customer" so that Avista can supply electric service to the Customer. Avista believes that the Agreement is in the best of the Customer, will avoid duplication of facilities, avoid disputes between parties, and provides the consumer with the best possible service.

Dated at Spokane, Washington this 2nd day of August 2005.

AVISTA CORPORATION

BY 

Brian Hirschorn  
Manager, Pricing

**AGREEMENT TO RELEASE CUSTOMER**

**THIS AGREEMENT**, dated as of \_\_\_\_\_, 2005, is entered into by and between **Avista Corporation dba Avista Utilities** (hereinafter referred to as "**AVISTA**"), and **Idaho County Light & Power Cooperative** (hereinafter referred to as "**ICL&P**"), sometimes hereinafter referred to individually, as a "Party", and collectively, as the "Parties".

**RECITALS:**

**WHEREAS**, pursuant to the Idaho Electric Supplier Stabilization Act ("IESS"), ICL&P is authorized to provide electric service to a 19.7 acre parcel of land owned by Ronda Edwards (the "Customer"), better described as Township 32 North, Range 4 East, Section (the "Property");

**WHEREAS**, while ICL&P has a 34 kVA transmission line within two hundred fifty (250) feet of the Customer's Property, ICL&P does not serve any customers from such transmission line, and to do so would jeopardize the integrity of its system;

**WHEREAS**, ICL&P's closest distribution facility is more than three (3) miles away from the Property, and ICL&P would need to reinforce its existing facilities in order to serve the Customer, resulting in a cost to the Customer substantially more than AVISTA's cost to provide such electric service;

**WHEREAS**, AVISTA has an existing service line approximately six hundred (600) feet from the south end of the Property, and is able and willing to supply electric service to the Property; and

**WHEREAS**; the Parties desire to enter into an agreement, pursuant to IESS Idaho Code §§ 61-332 et seq., in order to allow AVISTA to provide electric service to the Customer, avoiding duplication of facilities and disputes between the Parties, and providing the Customer with the best possible service;

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, IT IS AGREED:

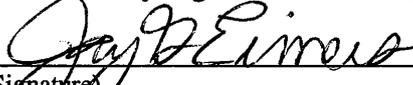
1. The Parties agree to allow AVISTA to extend its facilities to provide electric service to Customer's Property. Maps showing the location of the Parties' facilities are attached hereto and incorporated herein as "Exhibit A".
2. AVISTA shall prepare and submit the application for approval before the Idaho Public Utilities Commission ("Commission"), and ICL&P shall join in or otherwise cooperate in the application; provided, however, that both Parties shall support this Customer release and associated electric service rights with the Parties' existing customers.
3. In the event the Commission does not approve the Customer release and associated electric service rights described herein, then this Agreement shall be void ab initio, and the Parties agree to renegotiate an agreement that is ultimately acceptable to the Commission.
4. If approved by the Commission, this Agreement shall be binding upon the Parties, their successors and/or their assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by the respective officers hereto, duly authorized as of the date first above written.

**Avista Corporation**  
dba Avista Utilities

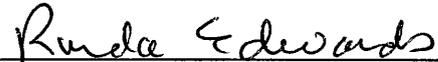
  
(Signature)  
Jeff Scott  
(Printed Name)  
Construction Manager  
(Title)  
6-29-05  
(Date)

**Idaho County Light & Power Cooperative**

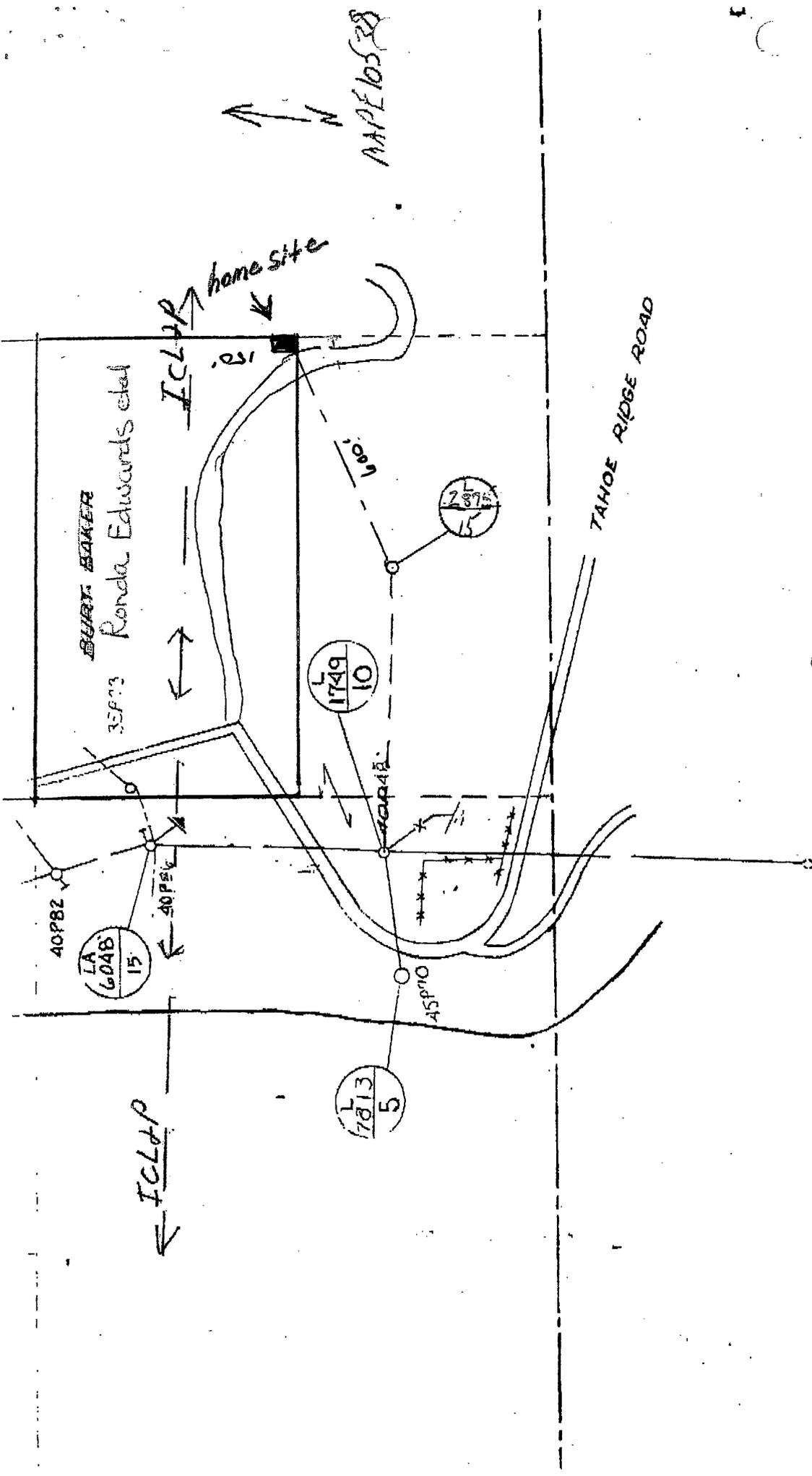
  
(Signature)  
Jay G. Eimers  
(Printed Name)  
General Manager  
(Title)  
6-27-05  
(Date)

**Agreement of Ronda Edwards**

I have reviewed the forgoing Agreement between AVISTA and ICL&P, approve of its content, agree with the obligations contained therein, and fully intend to be bound by same.

  
Ms. Ronda Edwards  
5-25-05  
(Date)





E 10539

SCALE

THE

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COF



**CONCLUDING MAP**  
**TOO DARK TO SCAN --**

**SEE CASE FILE**