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IDAHO PUBLIC  
UTILITIES COMMISSION

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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-05-04  
OF AVISTA CORPORATION TO APPROVE ) APPLICATION OF  
AGREEMENT TO ASSIGN 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 Assign Electric Customers (Exhibit 1)  
26 with 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 provide  
30 electric service to the Crimson Ridge Subdivision Phase I.

31 Buy-The-Way LLC (the Developer) is developing residential building sites in the  
32 Crimson Ridge Subdivision Phase I, consisting of thirty-two (32) large lots as shown in the  
33 attached plat map in Exhibit 1. Avista and ICLP each have electric service rights under the

1 IESS to provide electric service to certain portions of the Development. The Developer has  
2 requested Avista provide electric service to the entire Development. Through the proposed  
3 Agreement, ICLP has released its electric service rights to serve any portion of the  
4 Development.

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

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

8  
9 Brian Hirschorn  
10 Manager, Pricing  
11 Rates & Regulations  
12 Avista Corporation  
13 1411 E. Mission Avenue  
14 Spokane, Washington 99220  
15 Phone: (509) 495-4723  
16 Fax: (509) 495-8058  
17 Brian.hirschorn@avistacorp.com  
18  
19

## 20 II. PROPOSED ASSIGNMENT

21 Crimson Ridge Subdivision is located in a portion of the E ½ NE ¼ of Section 25 and  
22 the SW ¼ of Section 25, Township 30 North, Range 2 East, Boise Meridian, Idaho County,  
23 Idaho (the "Development"). Through the proposed Agreement, ICLP has released its electric  
24 service rights of the Development, and has authorized that the entire Development to be  
25 served by Avista. Avista, by and through its usual procedures, shall extend electric service  
26 by constructing the extension of Avista's facilities to and within the Development, in  
27 accordance with the IESS and subject to the schedules and Rules and Regulations of Avista  
28 on file with the Commission, including Schedule 51, in effect at the time electric service is  
29 provided to the Development.

1 **III. REQUEST FOR APPROVAL**

2 Avista, therefore, respectfully requests approval of the "Agreement To Assign  
3 Electric Customers" so that Avista can extend its facilities to provide electric service to the  
4 Crimson Ridge Subdivision. Avista believes that the Agreement is in the best of the  
5 Customer, will avoid duplication of facilities, avoid disputes between parties, and provides  
6 the consumer with the best possible service.

7  
8 Dated at Spokane, Washington this 8th day of March 2005.

9  
10 AVISTA CORPORATION

11  
12 BY Bruce Folsom

13 Bruce Folsom  
14 Manager, Regulatory Compliance  
15  
16  
17

**AGREEMENT TO ASSIGN ELECTRIC CUSTOMERS**

**THIS AGREEMENT**, dated as of 2-16-05, 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 "ICLP"), sometimes hereinafter referred to individually, as a "Party", and collectively, as the "Parties".

**RECITALS:**

**WHEREAS**, Buy-The-Way LLC (the "Developer") is developing residential building sites in the Crimson Ridge Subdivision, as shown in the plat attached hereto as "Exhibit A", which is located in a portion of the E 1/2 NE 1/4 of Section 25 and the SW 1/4 of Section 25, Township 30 North, Range 2 East, Boise Meridian, Idaho County, Idaho (the "Development");

**WHEREAS**, AVISTA and ICLP each have electric service rights under the Idaho Electric Supplier Stabilization Act ("IESS") to provide electric service to certain portions of the Development;

**WHEREAS**, the Developer requested that AVISTA provide electric service to the Development;

**WHEREAS**, duplication of services and facilities will be avoided if AVISTA is allowed to serve the entire Development; and

**WHEREAS**, the Parties desire to enter into an agreement pursuant to the provisions of IC §§ 61-332 et seq. to allow AVISTA to serve the entire Development;

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

1. ICLP shall release the electric service rights of the Development, consisting of thirty-two (32) lots, and authorizes such Development to be served by AVISTA.
2. AVISTA, by and through its usual procedures, shall extend electric service by constructing the extension of AVISTA's facilities to and within the Development (the "Extension"), in accordance with the IESS and subject to the schedules and Rules and Regulations of AVISTA on file with the Idaho Public Utilities Commission (hereinafter referred to as "Commission"), including Schedule 51, in effect at the time electric service is provided to the Development. A copy of the current Schedule 51 is attached hereto as "Exhibit B".
3. AVISTA shall prepare and submit the application for approval before the Commission and ICLP shall join in or otherwise cooperate in the application; provided, however, that both Parties shall support this assignment of electric service rights with the Parties' existing customers.
4. In the event the Commission does not approve the assignment of electric service rights described herein, then this Agreement shall be void ab initio, and the right to serve the building sites shall be determined in accordance with the IESS.
5. If approved by the Commission, this Agreement shall be binding upon the Parties, their successors and 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 J. Scott*  
\_\_\_\_\_  
(Printed Name) Jeff J. Scott  
\_\_\_\_\_  
(Title) Manager  
\_\_\_\_\_  
(Date) 2-25-05

**Idaho County Light & Power Cooperative**

\_\_\_\_\_  
(Signature) *Jay G. Eimers*  
\_\_\_\_\_  
(Printed Name) Jay G. Eimers  
\_\_\_\_\_  
(Title) Manager  
\_\_\_\_\_  
(Date) 2-16-05

**Agreement of Buy-The-Way LLC:**

The undersigned represents that he/she is an authorized representative of Buy-The-Way LLC ("Developer") with full authority to bind the Developer hereunder. The undersigned acknowledges and represents that he/she has reviewed the foregoing Agreement between AVISTA and ICLP to assign customers, approves of its content, and signs it voluntarily as their own free act and deed, fully intending to be bound by same.

\_\_\_\_\_  
(Signature) *David R. Wimer*  
\_\_\_\_\_  
(Printed Name) David R. WIMER  
\_\_\_\_\_  
(Title) Owner / Member  
\_\_\_\_\_  
(Date) 2-24-05

**SEE CASE FILE**

**FOR MAP(S)**

AVISTA CORPORATION  
dba Avista Utilities

**EXHIBIT B**

**SCHEDULE 51  
LINE EXTENSION, CONVERSION AND RELOCATION SCHEDULE  
IDAHO**

**1. APPLICABILITY**

The rules for Line Extensions in this Schedule apply to all existing and prospective Customers requesting a new line extension.

The rules for Conversions and Relocations in this Schedule apply to all Customers requesting changes to existing facilities.

**2. GENERAL RULES:**

- a. Every Customer who wants the Company to design a line extension must first submit a written application. A Design Fee of \$185 is required for any line extension, Conversion of Primary Circuit, or Relocation of Primary Circuit that is unusually large, complex, or of a questionable nature, and for each additional design requested. Design Fees are not refundable, but the one Design Fee for the first design, if paid, will be credited against the cost of the construction.
- b. The Company shall have the right to enter and exit the Customer's property to construct, reconstruct, operate and maintain the line extension. The Company's agents and employees shall have access at all reasonable times for reading, inspecting, constructing, reconstructing, repairing and removing the Company's meters, metering equipment and electric facilities.
- c. All necessary right-of-way assignments, easements and permits across other properties will be secured at no cost to the Company before the Company constructs the line extension.
- d. The length, depth, Point of Delivery, location, phases, voltage, capacity and cost of the Line Extension shall be determined by the Company. The line extension shall be compatible with existing neighboring electric facilities.

Issued January 29, 2001

Effective February 15, 2001

Issued by Avista Utilities  
By

Thomas D. Dukich, Manager Rates & Tariff Administration

AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 51 - continued

3. RULES FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

- a. Both the General Rules and the following rules apply to line extensions to serve individual Residential Customers.
- b. Before the start of construction, the Customer must submit a written application for service and pay an extension cost to the Company which is computed as follows:

	Basic Cost
+	Exceptional Costs
-	Allowance
+	Customer-Requested Costs
-	Cost Reductions
-	(one) Design Fee of \$185
+	Share of Previous Extension
<hr/>	
=	extension cost

- 1) "Basic Cost" is the cost of the Service Circuit, Secondary Circuit, Transformer and Primary Circuit computed from the rates listed in this Schedule. The meters and metering facilities used by the Company for billing purposes are provided at no cost to the Customer.
- 2) "Cost Reduction" is a decrease allowed when the Company uses lower-cost construction methods or allows the Customer to do some of the work. All facilities provided by the Customer must meet or exceed the Company's specifications.
- 3) "Allowance" is a credit to each Customer who has at least 2500 kWh per year of new load. The Allowance will be applied first to the Basic Cost of the Service Circuit, second to the Basic Cost of the Secondary Circuit, third to the Basic Cost of the Transformer and fourth to the Basic Cost of the Primary Circuit.

Issued January 29, 2001

Effective February 15, 2001

Issued by Avista Utilities  
By

Thomas D. Dukich, Manager Rates & Tariff Administration



AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 51 - continued

When two or more Customers apply concurrently for service from the same Line Extension, each will receive an Allowance up to their proportion of the Basic Cost and any Exceptional Costs of the line extension. Allowances shall be granted only against the Basic Cost and Exceptional Costs of the current project and not against any part of an earlier or future extension.

The Allowance will be the sum of the Basic Cost and any Exceptional Costs, or the applicable amount listed below, whichever is less:

MAXIMUM ALLOWANCE

Schedule 1 individual Customer	\$1000 per unit
Schedule 1 duplex	\$ 800 per unit
Schedule 1 multiplex	\$ 600 per unit

EXCEPTION: The Company will not grant an immediate Allowance if the Company, in its sole judgement, determines that the load:

- a) is less than 2500 kWh per year, or
- b) will be in service less than five years.

A mobile home will not qualify for an Allowance until it has permanent connections to both water service and either a sewer or septic system. If such connections are made within five years after the completion of the line extension, the Company will, at that time, refund the Basic Cost plus any Exceptional Costs, or the amount of the Allowance in effect at the time of the line construction, whichever is less. The Customer must apply for the refund before the line extension becomes six years old.

Issued January 29, 2001

Effective February 15, 2001

Issued by Avista Utilities  
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SCHEDULE 51 - continued

If an immediate Allowance is not granted because electric consumption is expected to be less than 2500 kWh per year, but the Customer can demonstrate after the end of the fifth year that the annual electric consumption was at least 2500 kWh each year for all five years, then the Company will refund to the Customer the Basic Cost plus any Exceptional Costs, or the amount of the Allowance in effect at the time of the line construction, whichever is less. The Customer must apply for the refund before the line extension becomes six years old.

If an immediate Allowance is not granted because the Customer is not prepared for a permanent service connection upon completion of the line extension, but the Customer does request a permanent connection within the next five years, and will have consumption of at least 2500 kWh per year, the Company will at that time refund to the Customer the Basic Cost plus any Exceptional Costs, or the amount of the Allowance in effect at the time of the line construction, whichever is less.

- 4) "Exceptional Cost" is the cost of labor and/or materials which are necessary to construct the Line Extension but which are not reflected in the Basic Costs, including, but not limited to the following:
- a) trenching costs in excess of dirt trench
  - b) sand padding
  - c) soil compaction on public right-of-way
  - d) boring or jacking under roads or rails
  - e) pavement removal and replacement
  - f) rights of way
  - g) permits
  - h) surveying
  - i) removal of trees and shrubs
  - j) overhead extensions longer than 1500 feet (which shall be determined using the following example):

Issued January 29, 2001

Effective February 15, 2001

Issued by Avista Utilities  
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Thomas D. Dukich , Manager Rates & Tariff Administration

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### SCHEDULE 51 - continued

#### EXAMPLE:

For a single-phase primary overhead extension of 2310 feet:

1. The Basic Cost is calculated from the charges in section 7.
    - a.  $\$3,042 + (\$3.29 \text{ per ft} \times 2310 \text{ ft.}) = \$10,642.$
    - b. The average Basic Cost is  $\$10,642/2310 \text{ ft} = \$4.61 \text{ per ft}.$
  2. Exceptional Cost:
    - a. If the cost estimate from the extension drawing is \$12,500, the average estimated primary cost is  $\$12,500/2310 \text{ ft} = \$5.41 \text{ per ft}.$
    - b. The Exceptional Cost for a long extension is the difference between the estimated cost and the tariffed cost for the length greater than 1500 ft:  
 $EC = (\$5.41 - \$4.61) \times (2310 \text{ ft} - 1500 \text{ ft}) = \$648$
  3. Total Primary Cost
    - a. The Customer's primary extension cost is  $\$10,642 + \$648 = \$11,290.$
    - b. The total extension cost is calculated by combining all Basic Costs, Exceptional Costs, Allowance, Cost Reductions and Share of Previous Extension for the extension.
- 5) "Customer-Requested Cost" is the cost of unusual labor and/or materials which is requested by the Customer but which is not necessary to construct the Line Extension based on the Company's minimum design, construction, and operating practices. All Customer-Requested Costs must be paid in full by the Customer. Customer-Requested Costs may include, but are not limited to, the following:
- a) facilities to provide three-phase service where single-phase service is adequate
  - b) construction which is not for electric service
  - c) facilities longer, deeper, or larger than deemed appropriate by the Company
  - d) underground facilities in overhead areas
  - e) soil compaction on private property

Issued February 27, 2004

Effective March 29, 2004

Issued by Avista Utilities  
By

Kelly Norwood

, Vice President, Rates & Regulation

AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 51 - continued

- 6) "Share of Previous Extension" applies only to Primary Circuits less than five years old. If part of a previous line extension is used to serve a new Customer, the new Customer must pay a share of the previous Primary Circuit cost and Transformer cost, if shared, to the Company before the start of construction. The amount paid by the new Customer will be refunded to existing Customers in relation to their share of the Primary Circuit and Transformer, if shared. The Company will refund appropriate shares to the bearers of Extension Certificates when the Certificates are presented for payment and the connection of the subsequent Customer has been verified. The Company will make a reasonable attempt to inform the bearer of the Certificate when a refund is due. Bearers of Extension Certificates must apply for refunds before the original line extension becomes six years old. Unclaimed refunds will be returned to the contributor.

EXAMPLE:

1. First Customer pays \$6,730 for 1,000 feet of primary underground circuit (\$6.73 per foot).
2. Second Customer takes service within five years using 600 feet of the original extension.
3. Both Customers share the first 600 feet equally:  
 $600 \text{ ft} \times \$6.73/\text{ft} \times \frac{1}{2} = \$2,019$ .
4. The Second Customer's payment of \$2,019 will be refunded to the First Customer to reduce his investment in the 600 feet to \$2,019. The First Customer's investment in the remaining 400 feet remains at \$2,692. ( $\$6,730 - \$2,019 - \$2,019 = \$2,692$ )

EXCEPTION: If the refund to an existing Customer is less than \$50 each, the new Customer will not be required to pay that share and the existing Customer will not receive a refund.

Issued February 27, 2004

Effective March 29, 2004

Issued by Avista Utilities  
By

Kelly Norwood, Vice President, Rates & Regulation

AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 51 - continued

4. RULES AND CHARGES FOR UNDEVELOPED RESIDENTIAL LOTS

a. A development is a group of neighboring undeveloped lots separated by no more than streets and under the ownership or legal control of a single party as determined by the Company. Both the General Rules and the following rules apply to line extensions within residential developments.

b. Before Company facilities will be installed, the developer must submit a written application for service, a copy of the plat as approved by the governing agency depicting dedicated utility easements approved by the serving utilities and must pay an extension cost to the Company which is computed as follows:

- Basic Cost
- + Exceptional Costs
- + Customer-Requested Costs
- Cost Reductions
- (one) Design Fee of \$185
- = extension cost within development
- + cost of extension to development
- + Share of Previous Extension
- = extension cost

1) "Basic Cost" will be computed from the following rate per lot when the Development serves single phase loads, has at least six lots and the average frontage is no more than 175 feet per lot. The Basic Cost includes the cost of the Primary Circuit, the Transformer and the Secondary Circuit in the utility easement or public right-of-way, but does not include the Service Circuit from the point of connection with the Secondary Circuit to the Point of Delivery. The service will be installed when service is required and at no additional cost to the developer, builder, or customer unless Exceptional Costs are involved. Any Exceptional Costs involved with installation of the service must be paid by the party requesting the service.

Developments: \$1,209 per Lot

Issued February 27, 2004

Effective March 29, 2004

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Kelly Norwood, Vice President, Rates & Regulation

AVISTA CORPORATION  
dba Avista Utilities

### SCHEDULE 51 - continued

The Basic Cost for all other Developments will be computed from the rates listed in this Schedule for Service Circuits, Secondary Circuits, Transformers and Primary Circuits.

- 2) "Cost Reductions," "Exceptional Costs" and "Share of Previous Extension" are described under Rules for Individual Customers.
  - 3) "Extension to development" is the line extension between the Company's existing energized electric facilities and the boundary of the development. The Rules for Individual Customers apply to the extension to the development.
- c. In lieu of a cash payment of the Basic Cost in a Development, the Company will accept a cash payment of \$340 per lot and a letter of credit, a contractor's performance bond, promissory note, or another credit instrument for \$869 (\$1,209 less \$340) per lot upon execution of a written agreement with the Developer. The agreement shall prescribe the requirements for such a credit instrument and shall permit the face amount of the instrument to be reduced annually as new customers are connected within the Development. The Developer may provide ditching within the Development, for which they will receive a \$340 per lot Cost Reduction. If the Developer provides the ditching, they may make a cash payment or provide an appropriate credit instrument for \$869 per lot.
- d. Prior to installation of the Service Circuit to each single-family residence in a development, the home builder will be required to make a non-refundable cash payment to the Company of \$368 per residence. There will be no charge to the builder for the installation of the Service Circuit to serve a duplex or multiplex dwelling.
- e. A Developer who pays the extension cost described in 4.b.1) may apply for a refund for each permanent Customer connected within the Development during the first five years after the extension is completed. The Company will make a reasonable attempt to inform the bearer of the certificate when a refund is due. The Company will pay the refund to the bearer of the Extension Certificate when it is presented to the Company for payment and the connection of the permanent Customer has been verified.

Issued February 27, 2004

Effective March 29, 2004

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By Avista Utilities

Kelly Norwood

, Vice President, Rates & Regulation

AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 51 - continued

For Developers who have made a cash payment to the Company for the Basic Cost in the development, the sum of all refunds shall not exceed the total Basic Cost paid by the Developer or \$869 per lot multiplied by the number lots, whichever is less. The developer must apply for the refunds before the line extension becomes six years old.

- f. In a Development where primary taps may be required into some lots to provide adequate service or where the loads are not clearly defined, the Company may elect to install only an initial Primary Circuit through the Development (no Transformers or Secondary Circuits). The Rules for Individual Customers will be used to establish the extension cost of the Primary Circuit and that cost must be paid in advance by the Developer.

The permanent Customer on each lot must meet the Rules for Individual Customers for the extension into the lot, except they will not pay a share of the cost of the Primary Circuit through the Development or a share of previous extensions outside the Development. The applicable Allowance will be credited first to the Basic Cost to serve the permanent Customer. The Developer will be refunded only the portion of the Allowance not granted or applied to the permanent Customer.

Issued February 27, 2004

Effective March 29, 2004

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By

Kelly Norwood

, Vice President, Rates & Regulation

AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 51 - continued

5. RULES FOR COMMERCIAL AND INDUSTRIAL CUSTOMERS

- a. Both the General Rules and the following rules apply to Line Extensions to serve individual Commercial and Industrial Customers.
- b. Single-Phase Extensions: For Customers who may be served at single phase, as determined by the Company, before the start of construction, the Customer must submit a written application for service and pay an extension cost to the Company which is computed as follows:

	Basic Cost
+	Exceptional Costs
-	Allowance
+	Customer-Requested Costs
-	Cost Reductions
-	(one) Design Fee of \$185
+	Share of Previous Extension
<hr/>	
=	extension cost

- 1) All terms are described in Section 3.b. and the Basic Costs are set forth in Section 7. The amount of the Allowance will be determined individually for each Customer based on the Company's estimate of the Customer's annual energy usage and an allowance per kwh based on the applicable service schedule.

- c. Three-Phase Extensions: For Customers requiring three-phase service, as determined by the Company, before the start of construction, the Customer must submit a written application for service and pay an extension cost to the Company which is computed as follows:

	Total Estimated Extension Cost
-	Allowance
+	Customer-Requested Costs
-	Cost Reductions
-	(one) Design Fee of \$185
+	Share of Previous Extension
<hr/>	
=	extension cost

Issued January 29, 2001

Effective February 15, 2001

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By

Thomas D. Dukich, Manager Rates & Tariff Administration



AVISTA CORPORATION  
 dba Avista Utilities

SCHEDULE 51 – continued

1) The Total Estimated Extension Cost shall include all costs which are necessary to provide service to the Customer, as determined by the Company. The amount of the Allowance will be determined individually for each Customer based on the Company's estimate of the Customer's annual energy usage and an allowance per kwh based on the applicable service schedule.

d. When two or more Customers apply concurrently for service from the same Line Extension, each will receive an Allowance up to their proportion of the Total Estimated Extension Cost. Allowances shall be granted only against the costs of the current project and not against any part of an earlier or future extension.

The Allowance will be the Total Estimated Extension Cost, or the applicable Allowance by Schedule multiplied by the Customer's estimated energy usage, whichever is less:

ALLOWANCE BY SERVICE SCHEDULE

Schedule 11 or 12: \$0.10703 per kwh

Schedule 21 or 22: \$0.06000 per kwh

Schedule 31 or 32: \$0.06000 per kwh

Exception: The Company will not grant an immediate Allowance if the Company, in its sole judgement, determines that the load will be in service less than five years.

Undeveloped Commercial and Industrial Lots: A development is a group of neighboring undeveloped lots separated by no more than streets and under the ownership or legal control of a single party as determined by the Company. The General Rules, the Rules for Commercial and Industrial Customers and the following apply to line extensions within commercial or industrial developments. Before Company facilities will be installed, the developer must submit a written application for service and a copy of the plat as approved by the

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Effective February 15, 2001

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AVISTA CORPORATION  
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SCHEDULE 51 - continued

- e. governing agency depicting dedicated utility easements approved by the serving utilities.

A developer requesting a Line Extension to one or more undeveloped commercial or industrial lots, where the future occupant and estimated energy usage are unknown, will be required to pay to the Company in advance all costs associated with such Line Extension. Such Line Extension will be referred to as the Developer portion of the Line Extension and may include only a Primary Circuit. The subsequent Customer requesting completion of the Line Extension to the facility will be granted an Allowance based upon the estimated energy usage of the facility. The Allowance will be applied first to the Customer portion of the Line Extension and any remaining Allowance may be applied to the Developer portion of the Line Extension. If the Allowance exceeds the Customer portion of the Line Extension, the developer will be entitled to a refund of such excess amount, not to exceed the total advance which he paid to the Company. The developer may apply for a refund for each permanent Customer connected within the development during the first five years following completion of the Developer portion of the Line Extension. The Company will make a reasonable attempt to inform the developer when a refund is due.

6. RULES FOR CONVERSIONS AND RELOCATIONS

Both the General Rules and the following rules apply to all requests to convert overhead facilities to underground or to change the location of overhead or underground facilities. Construction to replace electric facilities which were disconnected or removed at the customer's request within the last 12 months will be treated as a Conversion or a Relocation and will not be granted an Allowance.

- a. All requests to convert or relocate electric facilities will be considered only when the Company, in its sole judgment, determines that they are feasible and compatible with existing neighboring electric facilities and when the requesting party has paid any Design Fees required.

Issued January 29, 2001

Effective February 15, 2001

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 By

Thomas D. Dukich ,Manager Rates & Tariff Administration

AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 51 - continued

b. Before construction starts, the party requesting a Conversion or Relocation must pay a conversion or relocation cost to the Company which is computed as follows:

	Basic Cost
+	Exceptional Costs
-	<u>Cost Reductions</u>
=	new line cost
+	Removal Costs
-	Salvage Value
-	(one) Design Fee of \$185
<hr/>	
=	conversion or relocation cost

EXCEPTION: If the Customer is adding load and the load increase would require the Company to add or modify facilities at its expense, the conversion or relocation cost will be reduced by the estimated cost of such modification.

- 1) "New Line Cost" is the cost of the new line extension in accordance with the Rules for Individual Customers, except no Allowance will be credited to the cost.
- 2) "Removal Cost" is the cost of the labor, overheads and use of equipment required to remove the existing facilities.
- 3) "Salvage Value" is the value to the Company of the materials removed from the existing facilities.

7. DEFINITIONS AND CHARGES (listed alphabetically)

a. "Customer" is any individual, partnership, corporation, association, governmental agency, political subdivision, municipality or other entity.

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SCHEDULE 51 - continued

- b. "Dedicated Utility Easements" are designated strips or locations within the platted development which have been approved by the serving utility companies and the local government planning department and are dedicated to the serving utility companies for the purpose of construction, reconstruction, maintenance and operation of utilities, including the inspection of those utilities at reasonable times and the trimming or removal of brush and trees that may interfere with the construction, maintenance or operation of those utilities.
- c. "Design Fee" is a \$185.00 payment to the Company by the Customer requesting a Line Extension, Conversion, or Relocation, in advance of the Company preparing the design. An initial Design Fee will be collected for any Line Extension, Conversion of Primary Circuit, or Relocation of Primary Circuit that is unusually large, complex, or of a questionable nature. Design Fees will be collected for additional designs if the Customer requests more than one design.
- d. "Extension Certificate" is a transferable certificate which entitles the bearer to receive certain refunds. Certificates will be issued to all Customers paying for a Primary Circuit, including Developers. The conditions under which refunds will be paid are described in this Schedule and on the Certificate.
- e. "Point of Delivery" is the location on the Customer's premises where the Company's service conductors and the Customer's service entrance conductors are connected at a common point to permit a single meter installation. The Point of Delivery will be designated by the Company.
- f. "Primary Circuit" is the electrical facility between the Company's existing energized primary facilities and the proposed Transformer. The Primary Circuit is single phase or three phase, is operated at 2400 to 20,000 volts to ground and may include conductors, connectors, supporting structures, conduit and trench. The Basic Cost of the Primary Circuit shall be computed using the following rates.

Issued January 29, 2001

Effective February 15, 2001

Issued by Avista Utilities  
By

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AVISTA CORPORATION  
dba Avista Utilities

SCHEDULE 51 - continued

Single-Phase

Overhead Primary Circuit:

Fixed Costs: \$3,042 per Customer  
Variable Costs: \$3.29 per foot

Underground Primary Circuit:

Fixed Costs: \$1,141 per Customer  
Variable Costs: \$6.73 per foot

Three-Phase\*

Overhead Primary Circuit:

Fixed Costs: \$4,618 per Customer  
Variable Costs: \$4.30 per foot

Underground Primary Circuit:

Fixed Costs: \$1,834 per Customer  
Variable Costs: \$13.99 per foot

**\*Note: Secondary Circuit, Service Circuit, and Transformer costs for three phase installations will vary based on the installed capacity of the Line Extension and are not shown in this Schedule.**

- g. "Secondary Circuit" is the electrical facility from the Company's Transformer to a handhole or connectors from which one or more Service Circuits originate. The Secondary Circuit is single phase, is operated at less than 600 volts to ground and may include conductors, connectors, supporting structures, conduit, handholes, junction box and trench. The Basic Cost of the Secondary Circuit shall be computed using the following rates.

Single Phase Overhead Secondary Circuit:

Fixed Costs: \$198 per customer  
Variable Costs: \$3.57 per foot

Issued February 27, 2004

Effective March 29, 2004

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By

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AVISTA CORPORATION  
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SCHEDULE 51 - continued

Single Phase Underground Secondary Circuit:

Fixed Costs: \$159 per customer  
Variable Costs: \$5.59 per foot

- h. "Service Circuit" is the electrical facility between the Company's Transformer, connectors, or handhole and the Point of Delivery for a single Customer or building. The Service Circuit is single phase\*, is operated at less than 600 volts to ground and may include conductors, connectors, junction box, supporting structures, conduit, handholes and trench. The Basic Cost of the Service Circuit shall be computed using the following rates. These rates do not include meters and metering facilities which are used by the Company for billing purposes.

Single Phase Overhead Service Circuit:

Fixed Costs: \$198 per customer  
Variable Costs: \$3.57 per foot

Single Phase Underground Service Circuit:

Fixed Costs: \$159 per customer  
Variable Costs: \$5.59 per foot

- i. "Transformer" Basic Cost shall be computed using the following rates for single phase transformers.

Single Phase Overhead Transformer Costs: \$656 per Customer  
Single Phase Padmount Transformer Costs: \$862 per Customer

- j. "Underground Facilities" may include primary cable, secondary and service cable, secondary and service connections, surface-type (padmount) Transformers, concrete pads, enclosures, switch gear, terminations, equipment protective barriers and conduit or duct where necessary. These facilities will be owned, operated and maintained by the Company unless otherwise provided for by agreement.

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