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IDAHO PUBLIC
UTILITIES COMMISSION

January 8, 2024

Commission Secretary
Idaho Public Utilities Commission
11331 W. Chinden Blvd. Bldg. 8, Ste. 201-A
Boise, Idaho 83714

RE: Case No. AVU-E-24-__

Commission Secretary:

Attached for filing with the Commission is Avista's Application requesting that the Commission approve the Agreement Allocating Territory with Kootenai Electric Cooperative.

Please direct any questions regarding this filing to Michael Andrea at 509-495-2564 (Michael.andrea@avistacorp.com) or me at 509.495.8620 (Patrick.ehrbar@avistacorp.com).

Sincerely,

/s/ Patrick Ehrbar

Patrick Ehrbar
Director of Regulatory Affairs

Enclosure

cc: Doug Elliott, General Manager & CEO – Kootenai Electric Cooperative, Inc.

1 MICHAEL ANDREA (ISB No. 8308)
2 SENIOR COUNSEL
3 AVISTA CORPORATION
4 P.O. BOX 3727 MSC-17
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9

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11
12 **BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

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15 IN THE MATTER OF THE APPLICATION) CASE NO. AVU-E-24-__
16 OF AVISTA CORPORATION TO APPROVE) APPLICATION OF
17 AGREEMENT ALLOCATING TERRITORY) AVISTA CORPORATION
18 WITH KOOTENAI ELECTRIC COOPERATIVE)
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22 **I. INTRODUCTION**

23 Avista Corporation, doing business as Avista Utilities, (hereinafter Avista or Company) at
24 1411 East Mission Avenue, Spokane, Washington, respectfully requests that the Commission
25 approve the enclosed Agreement Allocating Service Area (Attachment A) with Kootenai Electric
26 Cooperative, Inc. (hereinafter referred to as KEC), an Idaho non-profit corporation, 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 allocate territory, avoid
30 disputes between utilities and to provide consumers with the best possible service.

31 GVD Partners, LP (hereinafter referred to as the Developer) is developing building sites on
32 properties located in the Prairie Crossing Regional Shopping Center (Development) located in
33 Post Falls, Idaho, and has requested that Avista and KEC install facilities to provide three-phase
34 electric service to consumers who may construct service entrances within the Development.

1 Under the Agreement, Avista and KEC shall each be entitled to extend their respective facilities, to
2 the exclusion of the other, within the territory allocated to it, and to provide service to consumers
3 who locate new service entrances within such territory.

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

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

7		
8	Patrick Ehrbar	Michael Andrea
9	Director of Regulatory Affairs	Senior Counsel
10	Avista Corporation	Avista Corporation
11	1411 E. Mission Avenue	1411 E. Mission Avenue
12	Spokane, Washington 99220	Spokane, Washington 99220
13	Phone: (509) 495-8620	Phone: (509) 495-2564
14	Email: Patrick.ehrbar@avistacorp.com	Email: Michael.andrea@avistacorp.com
15		
16		

17 **II. PROPOSED ALLOCATION**

18 The Developer has requested that Avista and KEC install facilities to provide three-phase
19 electric service to consumers who may construct service entrances within the Development, as
20 illustrated in the attached “Agreement Allocating Territory.” Both Avista and KEC have existing
21 service lines on or near the Developers’ real properties in the Development. It currently cannot be
22 determined by proof which service line is nearest to any new service entrants within the
23 Development. *See* Idaho Code § 61-332C(d). Both Avista and KECs are able and willing to
24 supply electric service to consumers who may establish service entrances within the Development.

25 Avista’s service territory shall be Block Two Lots 11, 12, 13, 14 located North of Prairie
26 and East of Hwy 41 in the Commercial Tracts at Prairie Crossing Regional as also Shopping
27 Center as illustrated in Blue in Exhibit A. “Agreement Allocating Territory.”

28 KEC’s service territory shall be Block Two Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 located North of

1 Prairie and East of Hwy 41 in the Commercial Tracts at Prairie Crossing Regional Shopping
2 Center as illustrated in Green in Exhibit A. “Agreement Allocating Agreement Territory.”

3 The Parties shall each provide line extensions and electric service pursuant to the
4 provisions of their line extension policies, rate schedules and/or tariffs in force at the time such
5 extension or service is requested. Any line extensions installed within the boundaries of the
6 Development that serve a service entrance located within territory allocated to the Parties by the
7 Agreement, shall not be considered an “existing service line”, and may not be used as a future
8 measuring point, for the purpose of determining which Party is entitled to provide electric service
9 rights, under the IESS, to new service entrances located in territory not allocated pursuant to the
10 Agreement.

11 The Parties current electric service lines, as well as any line extensions external to the
12 boundaries that are required to reach existing infrastructures within the Development and which
13 are installed in accordance with the IESS, may be used to determine future electric service rights to
14 new service entrances located in territory not allocated pursuant to the Agreement.

15 Any changes in lot lines, roadways or other boundaries within the Development that occur
16 after the date of the Agreement shall not constitute a change to the Agreement, and the boundaries
17 shall be used to determine the service territory of the respective Parties. Both Parties shall support
18 the allocation of electric service rights with the Parties’ existing customers.

19 20 **III. PREVIOUS AGREEMENTS**

21 On December 7, 2021, in Case No. AVU-E-21-12, the Commission approved the
22 “Amended and Restated Agreement for Administering Residential Developments” between
23 Avista and KEC. As clearly stated in that agreement, the sole focus was related to residential

1 developments and did not address how commercial developments would be handled. As such, this
2 filing and proposed agreement are necessary under the IESS, which is not dissimilar from a
3 commercial agreement approved in Case No. AVU-E-05-02. In that matter, the Commission on
4 March 21, 2005, approved an almost identical form of agreement between Avista and KEC as it
5 related to a commercial development also located in Post Falls, Idaho. The terms of that agreement
6 between the developers in that case, KEC, and Avista, has worked well, and we would expect the
7 same working relationship among the three parties in this matter.

8
9 **IV. REQUEST FOR APPROVAL**

10 For the reasons stated herein, Avista respectfully requests approval of the “Agreement
11 Allocating Territory” so that Avista and KEC shall be entitled to extend their facilities within the
12 territory in the manner prescribed in the Agreement. *See* Idaho Code 61-332C(2). The Agreement
13 Allocating Territory will avoid unnecessary disputes in the future, will avoid needless duplication
14 of facilities, and will provide customers with the best possible service.

15 Dated at Spokane, Washington this 8th day of January 2024.

16
17 AVISTA CORPORATION

18 BY /s/ Michael Andrea

19 Michael Andrea
20 Senior Counsel for Avista