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12 BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION  
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14 IN THE MATTER OF THE APPLICATION OF )  
15 ) CASE NO. AVU-E-01-5  
16 POTLATCH CORPORATION )  
17 ) JOINT MOTION OF AVISTA  
18 FOR AN ORDER DETERMINING THE TERMS ) AND POTLATCH FOR  
19 AND CONDITIONS FOR POTLATCH'S ) CONTINUANCE OF HEARING  
20 PURCHASE OF ELECTRICITY FROM AVISTA ) SCHEDULED FOR AUGUST 21,  
21 UTILITIES ) 2001  
22 \_\_\_\_\_)  
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24 Pursuant to the Commission's Rules of Procedure, Rules 252 and 256, Avista Corporation (Avista)  
25 and Potlatch Corporation (Potlatch) (hereinafter "Parties"), move the Idaho Public Utilities Commission for  
26 an order vacating the hearing scheduled for August 21, 2001 in the above-referenced matter. In support  
27 of this Motion, Avista and Potlatch state as follows:

28 1. In testimony filed by Potlatch witness Dennis E. Peseau, Potlatch stated that it was requesting Avista  
29 "to provide Potlatch with 100 megawatts of energy and associated capacity at Schedule 25 rates."

30 (See Rebuttal Testimony of D. Peseau, p. 28, lines 20-23)

31 2. Since Avista filed its direct testimony in this case on June 18<sup>th</sup>, wholesale market prices have  
32 decreased. This decrease in wholesale market prices has reduced the net cost to Avista to serve

1 the total load requirement at the Lewiston Facility as proposed by Potlatch. Avista's analysis,  
2 based on current conditions, shows that there would essentially be no increase or decrease to  
3 Avista's other Idaho customers in 2002.

4 3. Subject to the approval of this Commission, Potlatch and Avista have agreed that at the December  
5 31, 2001 expiration of the existing Agreement between Potlatch and Avista, Avista shall serve  
6 Potlatch as a native load retail customer and shall provide the Potlatch Lewiston Facility (as defined  
7 in Potlatch's Petition in this proceeding) with firm electric service for its full electricity requirements  
8 up to 100 annual average megawatts of energy and associated demand. Avista's firm electric  
9 service shall be priced at Schedule 25 rates, as the same may be modified or amended from time  
10 to time by the Idaho Public Utilities Commission. The Parties intend to enter into a written contract  
11 that will establish the terms and conditions of service at the Schedule 25 rates.

12 4. Avista's offer and Potlatch's acceptance of Schedule 25 rates is for settlement purposes only, and  
13 nothing shall prejudice any Party's right to propose, or the Commission to order, in the next general  
14 rate case filed by Avista that Potlatch's service should be priced at rates other than Schedule 25  
15 rates.

16 5. The Parties hereby request that the Commission vacate its hearings in this case now scheduled to  
17 commence on August 21, 2001. The Parties further request that the Commission not, however,  
18 dismiss this proceeding until the Parties have advised the Commission that all issues raised by the  
19 Parties in this proceeding have been resolved.

20 6. Avista and Potlatch seek the requested relief on fewer than fourteen (14) days notice. Pursuant to  
21 Rules 256.03, the Parties have notified a representative of each party by telephone.

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Wherefore, Avista and Potlatch respectfully move the Commission for an order vacating the hearing scheduled for August 21, 2001.

DATED this \_\_\_\_ day of August 2001.

Paine, Hamblen, Coffin, Brooke & Miller LLP

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