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IDAHO PUBLIC  
UTILITIES COMMISSION

October 29, 2004

Jean D. Jewell, Secretary  
Idaho Public Utilities Commission  
Statehouse Mail  
W. 472 Washington Street  
Boise, Idaho 83720

*AIN-E-04-06*

Dear Ms. Jewell:

Avista Utilities submits for approval by the Commission the enclosed Agreement to Release Customer with Northern Lights, Incorporated. This submittal is pursuant to the Idaho Electric Supplier Stabilization Act (I.C. § 61-332 *et. seq.*).

Electric customer Mr. Jerry VanOoyen's has property located at 483 Gun Club Road in Sagle, Idaho, which property is currently being served by Northern Lights. A new development known as the Summer Haven Development is planned for the area surrounding the Customer's property. The new development will encompass Mr. VanOoyen's property therefore causing duplication of service. Avista will provide electric service to the new development in accordance with the IESS. Accordingly, Northern Lights has executed an agreement to terminate service with Mr. VanOoyen.

Therefore, in the best interest of all parties, Avista Utilities and Northern Lights, Inc, request the Commission approve this Agreement.

Please direct any questions on this matter to Susan Baldwin at (509) 495-8605 or myself at (509) 495-4975.

Sincerely

Linda Gervais,  
Regulatory Analyst,  
Avista Corp.  
linda.gervais@avistacorp.com

c: Kim Pearman-Gillman, Avista  
Brian Hirschorn, Avista  
Susan Baldwin, Avista

enclosure

**AGREEMENT TO RELEASE CUSTOMER**

**THIS AGREEMENT**, dated as of 9-22-04, 2004, is entered into by and between **Avista Corporation dba Avista Utilities** (hereinafter referred to as "**AVISTA**"), and **Northern Lights, Inc.** (hereinafter referred to as "**Northern Lights**"), sometimes hereinafter referred to individually, as a "Party", and collectively, as the "Parties".

**WITNESSETH:**

**WHEREAS**, electric customer, Jerry VanOoyen (hereinafter referred to as "Customer") has property located at 483 Gun Club Road in Sagle, Idaho, which property is currently being served by Northern Lights;

**WHEREAS**, a new development know as the Summer Haven Development (the "Development") is planned for the area surrounding the Customer's property, which Development will encompass the Customer's property;

**WHEREAS**, AVISTA has the right to serve the new Development in accordance with the IESS;

**WHEREAS**, Northern Lights has executed an agreement to terminate service with the Customer, as set forth in the "Northern Lights, Inc. Termination of Service Agreement" attached hereto and incorporated herein as "Exhibit A"; and

**WHEREAS**, it is in the best interest of the Customer, Northern Lights and AVISTA for AVISTA to serve the Customer's property because Customer's property is in the center of the new Development;

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

1. For the reasons set forth above, Northern Lights agrees to release the electric service of the Customer and authorizes Customer to be served by AVISTA.
2. This Agreement is subject to the approval of the Idaho Public Utilities Commission (IPUC or Commission), and shall be filed with the Commission for approval; provided however, that if the Commission rejects this Agreement, then this Agreement shall be void ab initio.
3. Both Parties shall support this Customer release with the Parties' existing customers and before the Commission, and shall jointly file for Commission approval of such release.
4. 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**

Kim E. Pearman-Gillman  
(Signature)

Kim E. Pearman-Gillman  
(Printed Name)

Sr mgr. Market Services  
(Title)

10-21-04  
(Date)

**Northern Lights, Inc.**

Mark Centor  
(Signature)

Mark Centor  
(Printed Name)

Eng & Op Mgr.  
(Title)

9-22-04  
(Date)

**"EXHIBIT A"****NORTHERN LIGHTS, INC. TERMINATION OF SERVICE AGREEMENT**

This Agreement is made by and between Northern Lights, Inc. (NLI) whose address is PO Box 269, Sagle, ID 83860-0269 and (Owner) whose name and mailing address is:

TERRY L. VAN DYKE 245 WOOLSKY Rd.  
Sagle, Id 83860

And (Member) whose name and address is:  
Kim Oelsen P.O. Box 214 Sagle, Idaho 83860

**RECITALS**

1. Owner and Member have requested the termination of electric service from NLI including removal of power lines, poles, transformer(s), guy wires and meter(s) at 483 Gun Club Road Sagle, Idaho, and will request electric service to be provided by Avista Corp.
2. The work to be performed for the Owner and Member is specifically identified in Work Order No. 24-2095X

**AGREEMENT**

NOW, THEREFORE, in consideration of the following terms and conditions, the parties agree as follows:

1. **Scope of Work.** NLI shall provide the equipment, labor, material and supplies for the purpose of performing the Work Order. Owner acknowledges that the activities described in the Work Order require the use of equipment with the present condition of the ground being disturbed and modified as a result of the construction activities. NLI shall exercise its best efforts to minimize the disturbance and damage to Owner's Premises including landscaping, grass, trees and other improvements such as roads or driveways. NLI shall not be responsible for restoring the Owner's Premises the same condition it was found prior to performance of the work by NLI.
2. **Payment.** Prior to commencement of work by NLI, Owner shall pay NLI a sum equal to the estimated cost of work. Upon completion of the work by NLI owner agrees to settle up costs whereby any overcharges by NLI will be refunded to owner and any undercharges by NLI will be paid by owner. Additionally, owner guarantees payment of any unpaid service and or energy charges owed to NLI by member at the time of termination of service.
3. **Estimate.** The cost of service termination is estimated to be \$1,368.00 which is based upon a visual inspection of the property. The actual cost may exceed the estimate. Owner agrees that if unexpected or unusual conditions (in the sole judgment of NLI) are encountered in the performance of the Work Order

"EXHIBIT A"

that Owner shall, upon billing, pay for the extra work. In the event Owner requests that NLI stop work, Owner shall be fully responsible for payment of all work completed prior to the stop work order.

4. Hold Harmless.

(A) Work done by NLI - Owner acknowledges that service removal activities may create dangerous conditions and/or hazards involving matters which include, but are not limited to, soil erosion, soil subsidence and damage to existing vegetation. In consideration for the work performed herein by NLI, Owner agrees to hold harmless and indemnify NLI against any loss or liability caused Owner or any third party as a result of the acts or omissions of NLI in the performance of the work identified herein.

(B) Work done by owner - Owner specifically and expressly agrees to indemnify, defend, and hold harmless NLI against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by NLI to the extent resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Owner, its employees, agents, representatives or subcontractors, their employees, agents or representatives in the performance or nonperformance of Owner's obligations under this Agreement or in any way related to this Agreement. The indemnity obligations shall include without limitation: (a) Loss of or damage to any property of Owner, NLI, or any third party; (b) Bodily or personal injury to, or death of any person(s), including without limitation employees of Owner or its subcontractors; (c) Claims arising out of Workers' Compensation, Unemployment Compensation, or similar such laws or obligations applicable to employees of Owner or its subcontractors.

5. Ownership of Equipment and Lines. All equipment, lines and other facilities being removed, up to the meter on the building except the meter socket, service panel and weather head shall be and remain the property of NLI. Payment for the work performed does not entitle Owner to any ownership interest in any portion of the removed facilities.

Dated: 7-7-04

Mark Contor  
NORTHERN LIGHTS, INC.

Dated: 7-9-04

Jerry L. Vandoyen  
OWNER

Dated: 7/9/04

Kimberly Olsen  
NLI Member

