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document log*

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE JOINT)
APPLICATION OF IDAHO POWER)
COMPANY, THE URBAN RENEWAL)
AGENCY OF THE CITY OF)
CALDWELL, IDAHO, AND THE)
CITY OF CALDWELL, IDAHO FOR)
APPROVAL OF A SPECIAL LINE)
INSTALLATION AGREEMENT.)
_____)

CASE NO. IPC-E-01-24

JOINT APPLICATION

COMES NOW Idaho Power Company ("Idaho Power" or "the Company"),
The Urban Renewal Agency of the City of Caldwell, Idaho and the City of Caldwell,
Idaho (jointly referred to as "Caldwell"), and herewith jointly apply to the Commission for
approval of a special line installation agreement.

In support of this Application, Idaho Power represents as follows:

I.

The Urban Renewal Agency of the City of Caldwell, Idaho and the City of
Caldwell ("Caldwell") have created an Urban Renewal Plan for the Caldwell East Urban

Renewal Project under which a specified area of the City of Caldwell is to be rehabilitated and developed.

II.

It is necessary in accomplishing the rehabilitation and development of the land within the Caldwell East Urban Renewal Project boundaries ("Caldwell Project Boundaries" or "Project Boundaries") to have adequate electric utility service available to the area. Grant monies are available for the construction of the required utility facilities. In essence, a new distribution feeder line to be known as the "New Linden Feeder" will be constructed. Due to the unique nature of the funding for the line installation, Idaho Power and Caldwell have entered into a special agreement pursuant to Rule H, Subparagraph VI D, i.e.:

- D. Special Arrangements Permitting Deviation from Rule H Refund Provisions – An Applicant and/or Applicants and the Company may mutually agree that a deviation from Rule H refund provisions is reasonable and does not adversely affect other Customers of the Company. A written agreement to deviate from Rule H refund provisions will be prepared and submitted to the Commission. The agreement will not be effective until approved by the Commission.

III.

A copy of the Agreement To Construct A Distribution Line between Idaho Power and Caldwell is attached as Attachment 1.

IV.

Caldwell's Request For Service

Caldwell has obtained grant monies for the construction of the required utility facilities in order to rehabilitate and develop the land within the Caldwell East urban Renewal Project boundaries. These grant monies are available for the

construction of the required utility facilities in order to ensure that adequate electric utility service is available to the area. The Rule H provisions of Idaho Power are not compatible in this unique situation. Accordingly, Idaho Power is willing to construct the New Linden Feeder and related distribution facilities upon payment by Caldwell to Idaho Power of \$408,386.30. Caldwell agrees to waive all vested interest rights in the New Linden Feeder and Idaho Power agrees that it will commit to making available 10 MW of feeder line capacity to Caldwell within the Caldwell Project boundaries for seven years in exchange for Caldwell waiving its right to any vested interest payments.

V.

Connection Fee

For a period of five years, any capacity of the New Linden Feeder Line that is utilized for service outside the described Caldwell Project Boundaries will be subject to a connection charge. The connection charge will be the product of the customer's connected load and the connected load rate. The connected load rate per kW of connected load will be equal to the total cost contributed by Caldwell for the New Linden Feeder divided by 10,000 kW. No connection charge will be imposed for requests with connected loads under 100 kW. Connected load will be considered to be 25 kW for individual all electric residences and 15 kW for all other individual residences. Connected load for a residential subdivision will be 15 kW per lot and residential lots within subdivisions will not be considered individually. Connected load for industrial, commercial, and irrigation customers will be considered to equal the kVa rating of the transformer used to provide service to the customer.

Any connection fees collected will provide a source of funding to Idaho Power to assure 10,000 kW of line capacity is available for Caldwell. The Agreement

between Idaho Power and Caldwell attached as Attachment 1 more fully sets forth the line construction arrangement.

VI.

Communications with reference to this Application should be sent to Idaho Power and Caldwell at the following addresses:

Idaho Power

Larry D. Ripley, Senior Attorney
Idaho Power Company
P.O. Box 70
Boise, Idaho 83707

Gregory W. Said
Director of Revenue Requirement
Pricing & Regulatory Services
Idaho Power Company.
P.O. Box 70
Boise, Idaho 83707

Caldwell

The Urban Renewal Agency of the City
of Caldwell, Idaho
Attn: Mayor Garret Nancolas
P.O. Box 1177
Caldwell, Idaho 83606

The City of Caldwell, Idaho
Attn: Mayor Garret Nancolas
P.O. Box 1177
Caldwell, Idaho 83606

VII.

MODIFIED PROCEDURE

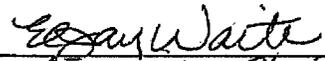
Applicants request that this Application be processed under RP 201 allowing for consideration of issues to be processed under modified procedure, i.e., by written submissions rather than by an evidentiary hearing.

WHEREFORE, it is respectfully requested that the Commission enter its order approving the special line installation arrangement between Idaho Power and Caldwell.

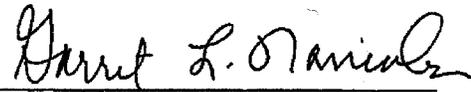
DATED at Boise, Idaho, this TH 13 day of July, 2001.


LARRY D. RIPLEY
Attorney for Idaho Power Company

THE URBAN RENEWAL AGENCY OF
THE CITY OF CALDWELL, IDAHO

By 
Title Commission Chairman

THE CITY OF CALDWELL, IDAHO

By 
Title Mayor 7.12.01

**AGREEMENT TO CONSTRUCT A DISTRIBUTION LINE
AND RELATED FACILITIES FOR THE
CALDWELL EAST URBAN RENEWAL PROJECT
BETWEEN
THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO
AND
IDAHO POWER COMPANY**

THIS AGREEMENT, dated July 12, 2001, is by and between THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO and the CITY OF CALDWELL, IDAHO (jointly referred to as "Caldwell"), and IDAHO POWER COMPANY ("Idaho Power" or "Company"), an Idaho corporation. Caldwell and Idaho Power may also be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. The Urban Renewal Agency of the City of Caldwell, Idaho and the City of Caldwell ("Caldwell") have created an Urban Renewal Plan for the Caldwell East Urban Renewal Project under which a specified area of the City of Caldwell is to be rehabilitated and developed.

B. It is necessary in accomplishing the rehabilitation and development of the land within the Caldwell East Urban Renewal Project boundaries ("Caldwell Project Boundaries" or "Project Boundaries") to have adequate electric utility service available to the area and grant monies are available for the construction of the required utility facilities. In essence, a new distribution feeder line to be known as the "New Linden Feeder" will be constructed.

C. Idaho Power is willing to construct the New Linden Feeder and related distribution facilities in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Caldwell and Idaho Power agree as follows:

1. Construction of Facilities.

1.1 Idaho Power will design and construct a 10 megawatt distribution line, which will be known as the New Linden Feeder commencing at the Linden Substation and terminating at the corner of Highway 20/26 and KCID Road.

1.2 Any additional distribution facilities required to utilize the New Linden Feeder within the Caldwell Project Boundaries will be constructed in accordance with Idaho Power Company's then current Rule H tariff.

2. Rights of Way.

2.1 New Linden Feeder Route. Idaho Power will determine the distribution line route from the Linden Substation to the corner of Highway 20/26 and KCID Road.

2.2 Rights of Way and/or Easements. Caldwell will convey and/or grant to Idaho Power such easements or rights of way on Caldwell's land or public streets that Idaho Power may determine are reasonably required for locating the distribution line and to operate and maintain the distribution line. All such easements and rights of way will be provided to Idaho Power at no cost. Idaho Power will be

responsible for the acquisition of any and all permits, rights of way, and/or regulatory approvals required by public agencies for performance of this Agreement and for payment of any and all permit fees and/or taxes required for or associated with such permits, rights of way, and regulatory approvals.

3. Cost of Providing Facilities.

Caldwell will pay Idaho Power a total amount of Four Hundred Eight Thousand Three Hundred Eighty-Six and 30/100 Dollars (\$408,386.30) (the "New Linden Feeder Payment") for Caldwell's share of the total cost of the New Linden Feeder Line pursuant to the attached cost estimate. It is agreed that any monies provided for the purchase of right of way that are not expended will be refunded to Caldwell.

4. Dedication of Capacity.

4.1 Idaho Power agrees to make available 10 MW of capacity within the Caldwell Project Boundaries for seven years. The Project Boundaries are described in the attached Exhibit A, Parcels 1, 2, and 3. Exhibit B to this Agreement is a drawing of the Project Boundaries, and Exhibit C is a photo map of Parcels 1, 2, and 3 of the Project Boundaries.

4.2 Any capacity that has not been utilized at the end of the seven-year period will not be held in reserve and will be uncommitted to the Caldwell East Urban Renewal Project.

4.3 Caldwell agrees to waive all vested interest rights in the New Linden Feeder Line. Idaho Power agrees that it will commit to making available 10 MW

of feeder line capacity to Caldwell within the Caldwell Project Boundaries for seven years in exchange for Caldwell waiving its right to any vested interest payments.

4.4. For a period of five years, any capacity of the New Linden Feeder Line that is utilized for service outside the described Caldwell Project Boundaries will be subject to a connection charge. The connection charge will be the product of the customer's connected load and the connected load rate. The connected load rate per kW of connected load will be equal to the total cost contributed by Caldwell for the New Linden Feeder divided by 10,000 kW. No connection charge will be imposed for requests with connected loads under 100 kW. Connected load will be considered to be 25 kW for individual all electric residences and 15 kW for all other individual residences. Connected load for a residential subdivision will be 15 kW per lot and residential lots within subdivisions will not be considered individually. Connected load for industrial, commercial, and irrigation customers will be considered to equal the kVA rating of the transformer used to provide service to the customer.

4.5 The following tests will be utilized in determining the amount of capacity that has been utilized within the Caldwell Project Boundaries as load is connected to the New Linden Feeder Line once it is completed:

- Residential electrical service availability is defined as the availability of transformers, secondary boxes, and electrical backbone (primary and secondary lines) installed and available to provide the required service to a residence on a lot.
- Each residential lot available for service connections will be considered to require 5 kW of demand.

- Commercial and industrial service will be measured by the peak demand of the load served.

4.6 For purposes of computing the starting date of Caldwell's reservation of capacity, the time will commence upon completion of the construction of the New Linden Feeder, and Caldwell will be advised by letter of this event.

5. Miscellaneous Provisions.

5.1 This Agreement is subject to valid laws and to the regulatory authority and orders, rules and regulations of the Idaho Public Utilities Commission and such other administrative bodies having jurisdiction, as well as Idaho Power Company's Rules and Regulations as now or may be hereafter modified and approved by the Idaho Public Utilities Commission.

5.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, and venue for any court proceeding arising out of this Agreement shall be in Caldwell, Idaho.

5.3 This Agreement may only be amended or modified by a writing signed by the duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

5.4 The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

5.5 The parties acknowledge and agree that this Agreement is subject to the approval of the Idaho Public Utilities Commission.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the day and year first hereinabove written.

THE URBAN RENEWAL AGENCY OF
THE CITY OF CALDWELL, IDAHO

By *E. Jay Waite*
Title *Commission chairman*

THE CITY OF CALDWELL, IDAHO

By *Garret L. Narveson*
Title *Mayor* *7.12.01*

IDAHO POWER COMPANY

By *J. J. Nielson*
Title *General Manager*

COST ESTIMATE

6/14/01

City of Caldwell Linden Feeder Cost Estimate

- \$175,848.86—Linden Avenue Single Circuit
- \$138,540.65—Single Circuit along Aviation Way to Hwy 20/26
- \$60,296.79—Reconductor along Hwy 20/26 to corner of KCID

\$374,686.30—Total Construction Costs

Miscellaneous Costs

- \$300.00—Highway filing fee
- \$3,100.00—Railroad filing fee
- \$300.00—Canal filing fee
- \$5,000.00—Survey cost
- \$25,000.00—Estimate for purchase of right of way

\$33,700.00—Total Miscellaneous costs

\$408,386.30—Total Project Cost

EXHIBIT A

EXHIBIT "A"

Parcel 1

A parcel of land located in the NW ¼ and the SW ¼ of Section 25, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

BEGINNING at the NW corner of said Section 25 (Section corner common to sections 23, 24, 25 and 26), thence

North 89° 49' 29" East a distance of 1,328.90 feet along the Northerly boundary of said NW ¼, said Northerly boundary also being the centerline of U.S. Highway 20/26; thence

South 0° 34' 02" West a distance of 2,645.56 feet to a point on the Northerly boundary of Parks Orchard Tracts as on file in Book 3 of Plats at Page 19 in the Office of the Recorder of Canyon County, Idaho; thence

North 89° 36' 27" East a distance of 1323.44 feet along the northerly boundary of said Parks Orchard Tracts; thence

South 0° 41' 17" West a distance of 578.43 feet along the easterly boundary of said Parks Orchard Tracts to a point on the Old Caldwell Ditch as shown on said Parks Orchard Tracts; thence continuing along said Old Caldwell Ditch the following courses and distances:

South 53° 19' 14" West a distance of 100.25 feet; thence

South 36° 07' 59" West a distance of 471.49 feet; thence

South 35° 55' 31" West a distance of 382.59 feet to a point on the southerly boundary of said Park Orchard Tracts; thence leaving said Old Caldwell Ditch

South 89° 34' 28" West a distance of 747.55 feet along said southerly boundary of Parks Orchard Tracts to the SW corner of Lot 13 of said Parks Orchard Tracts; thence

North 0° 36' 12" East a distance of 687.72 feet along the westerly boundary of said Lot 13 to the SE corner of Lot 5 of said Parks Orchard Tracts; thence

South 89° 35' 07" West a distance of 766.21 feet along the southerly boundaries of Lots 5, 6 and a portion of Lot 7 of said Parks Orchard Tracts to the centerline of an irrigation canal; thence along the centerline of said irrigation canal the following courses and distances:

North 23° 33' 47" East a distance of 72.60 feet to a point; thence

North 36° 59' 47" East a distance of 197.48 feet to a point; thence

North 25° 33' 12" East a distance of 43.74 feet to a point; thence

North 16° 36' 10" East a distance of 45.07 feet to a point; thence

North 0° 57' 53" East a distance of 43.05 feet to a point; thence

North 23° 07' 01" West a distance of 72.75 feet to a point; thence

North 31° 07' 57" West a distance of 81.11 feet to a point; thence

North 31° 45' 43" West a distance of 178.47 feet to a point; thence

North 41° 26' 06" West a distance of 126.17 feet to a point; thence

North 71° 24' 09" West a distance of 180.93 feet to a point; thence

North 60° 52' 09" West a distance of 170.00 feet to a point; thence

North 64° 55' 49" West a distance of 177.15 feet to a point on the Westerly boundary of said NW ¼ of Section 25, said Westerly boundary also being the centerline of Aviation Way; thence leaving the centerline of said irrigation ditch

North 0° 26' 51" East a distance of 2,336.52 feet along said westerly boundary of the NW ¼ of Section 25 to the **POINT OF BEGINNING**.

This parcel contains 123.09 acres more or less.

EXHIBIT "A"

Parcel 2

A parcel of land located in the Northwest ¼ of Section 25, Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

Commencing at the North Quarter corner of said Section 25; thence

South 0°41'20" West a distance of 660.19 feet along the East boundary of said Northwest ¼ of Section 25 to the **TRUE POINT OF BEGINNING**; thence continuing

South 0°41'20" West a distance of 1,980.56 feet along said East boundary of the Northwest ¼ of Section 25; thence

South 89°36'38" West a distance of 1,323.42 feet; thence

North 0°34'06" East a distance of 1,984.25 feet; thence

North 89°46'23" East a distance of 1,327.53 feet to the **POINT OF BEGINNING**.

This parcel contains 60.31 acres, more or less.

EXHIBIT "A"

Parcel 3

A parcel of land located in portions of Sections 24 and 25, Township 4 North, Range 3 West, and Sections 19 and 30, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and being more particularly described as follows:

BEGINNING at the section corner common to Sections 24 and 25, Township 4 North, Range 3 West, and Sections 19 and 30, Township 4 North, Range 2 West of the Boise Meridian; thence

North 0°40'30" East a distance of 3,497.91 feet along the section line common to said Sections 24 and 19, said section line also being the centerline of KCID Road; thence

South 89°45'21" East a distance of 1,323.22 feet; thence

South 18°21'04" East a distance of 896.33 feet; thence

South 89°46'51" East a distance of 975.02 feet; thence

South 0°35'08" West a distance of 2,694.87 feet to a point on the section line common to said Sections 19 and 30; thence

South 89°50'28" East a distance of 1,978.69 feet along said section line common to Sections 19 and 30, said section line also being the centerline of U.S. Highway 20/26; thence

South 0°22'18" West a distance of 1,277.30 feet; thence

North 89°48'39" West a distance of 659.73 feet; thence

South 0°22'45" West a distance of 1,326.98 feet; thence

North 89°46'46" West a distance of 3,924.68 feet to a point on the section line common to said Sections 25 and 30; thence

South 0°36'52" West a distance of 1,325.02 feet along said section line common to Sections 25 and 30, said section line also being the centerline of KCID Road; thence

South 89°37'02" West a distance of 1,322.41 feet; thence

North 0°38'46" East a distance of 3,533.38 feet; thence

North 89°24'15" East a distance of 1,320.77 feet to a point on the section line common to said Sections 25 and 30; thence

North 0°37'12" East a distance of 436.61 feet along said section line common to Sections 25 and 30, said section line also being the centerline of KCID Road, to said section corner common to Sections 24, 25, 19, & 30, said section corner also being **POINT OF BEGINNING**.

This parcel contains 549.82 acres, more or less.

EXHIBIT B

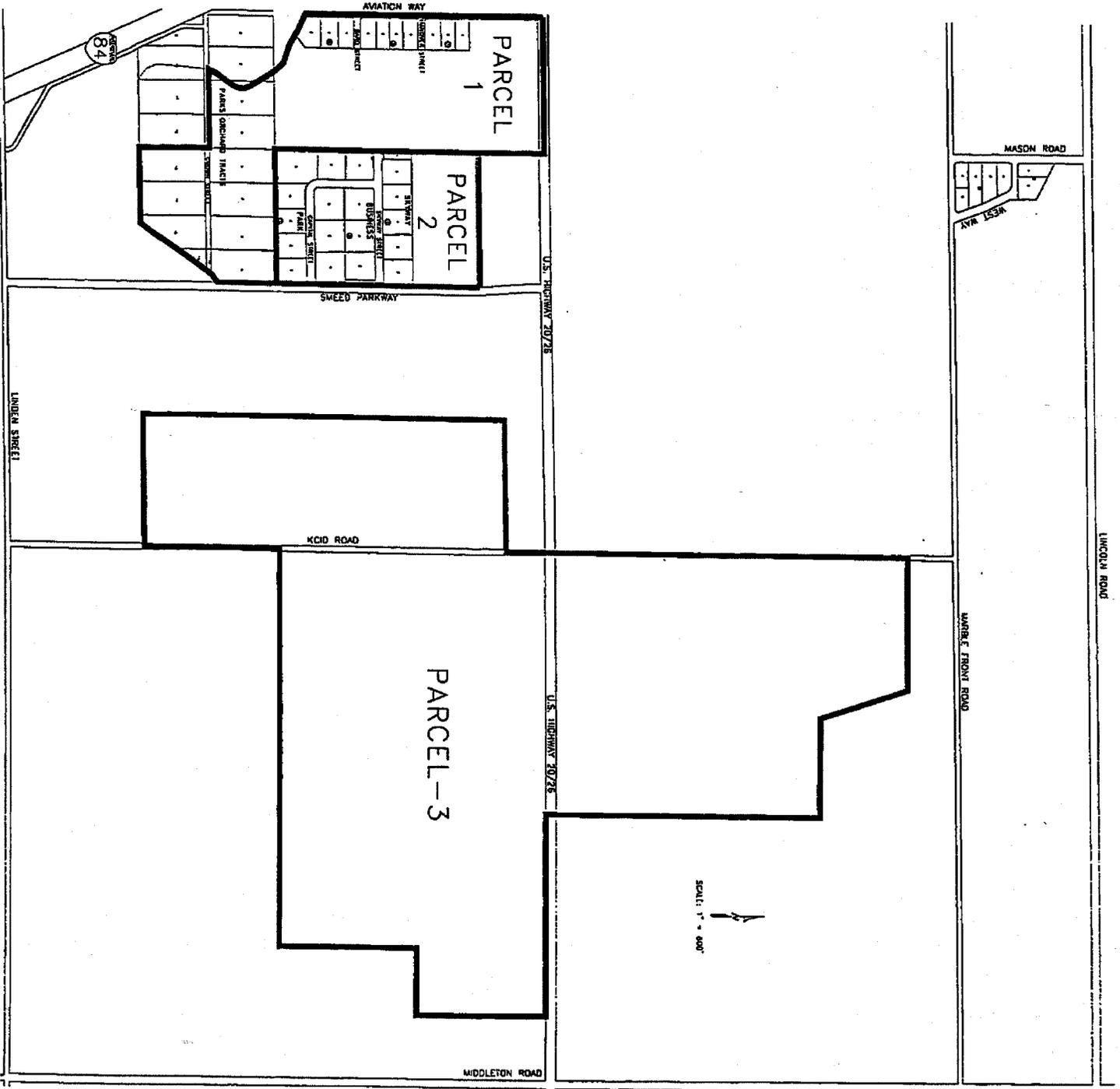


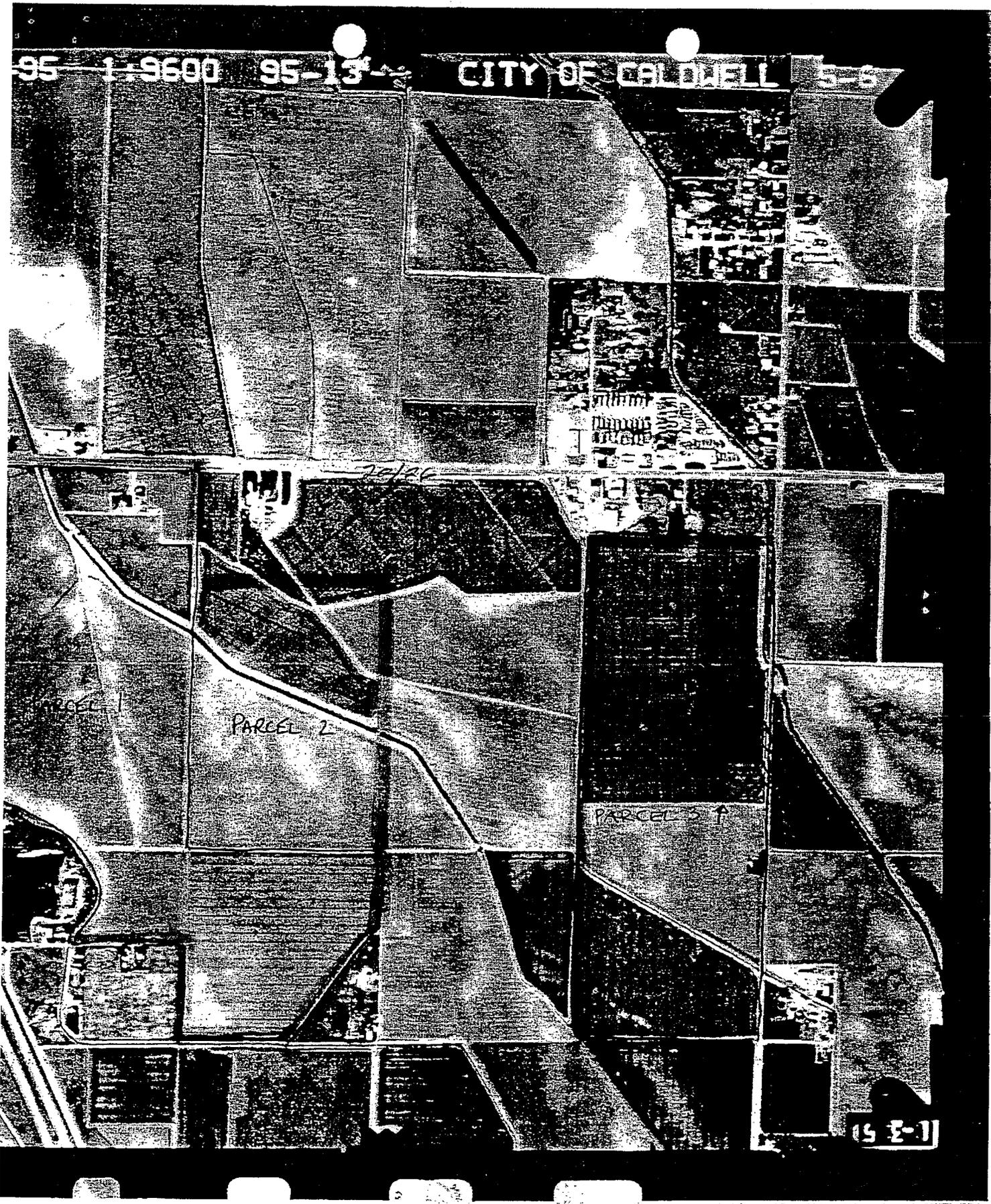
EXHIBIT C

95-1-9600

95-13

CITY OF BALDWIN

5-5



1-3-1

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95-1

CITY OF CALDWELL

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