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IDAHO PUBLIC UTILITIES COMMISSION

BARTON L. KLINE
Lead Counsel
bkline@idahopower.com

March 8, 2010

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Re: Compliance Filing – Case No. IPC-E-09-31
Sale of Electric Distribution Facilities to Raft River Rural Electric Cooperative

Dear Ms. Jewell:

In Order No. 30993 issued in the above-referenced case, the Commission directed Idaho Power Company to file certain information regarding the above-described transaction.

Please find enclosed for filing the following:

1. The accounting entries related to the transaction.
2. A copy of the Bill of Sale for the transaction.
3. An original Pole Attachment agreement.

If there are any questions regarding these documents, please contact me.

Very truly yours,

Barton L. Kline

BLK:csb
Enclosures
Cc: Doug Jones (w/encls.)
Aubrae Sloan (w/encls.)
Shelby Leforgee (w/encls.)
Cecily Vaughn, IPUC (w/encls.)

P.O. Box 70 (83707)
1221 W. Idaho St.
Boise, ID 83702

RAFT RIVER ACCOUNTING ENTRIES

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108000 – Accum Prov F/Depr-EPIS	126,612.36	
101000 – Electric Plant in Service		126,612.36
Record retirement of electric plant sold.		
102000 – Electric Plant Purchsd or Sold	126,612.36	
108000 – Accum Prov F/Depr-EPIS		126,612.36
Transfer cost of assets sold to 102000		
108000 – Accum Prov F/Depr-EPIS	83,421.31	
102000 - Plant Purchsd or Sold		83,421.31
Transfer accumulated depreciation on assets sold		
143XXX – Accounts Receivable	43,191.05	
102000 – Electric Plant Purchsd or Sold		43,191.05
Set up receivable from Raft River for Electric plant sold.		

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BILL OF SALE

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This Bill of Sale ("Bill of Sale") is executed and delivered as of this 2nd day of March, 2010, by Idaho Power Company, an Idaho corporation, with its principal offices at 1221 West Idaho Street, Boise, Idaho 83702 ("Seller"). This Bill of Sale relates to the sale of a portion of the equipment that makes up the Border 011 Feeder to Raft River Rural Electric Cooperative, Inc., an entity created pursuant to the statutes of the state of Idaho, with its principal offices at 155 North Main Street, Malta, Idaho ("Buyer").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Seller hereby bargains, sells, assigns, transfers, grants, and conveys unto Buyer all of Seller's right title and interest (subject to the limitations set forth below) in, to, and under the assets owned by Seller which are more particularly described in the attached Schedule A.

IN WITNESSETH WHEREOF, Seller has executed this Bill of Sale as of the date and year first above written, and the assets are hereby conveyed, AS IS, WHERE IS.

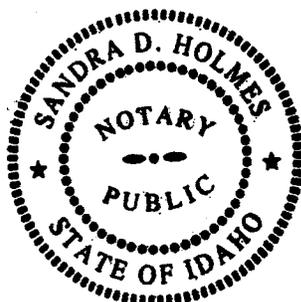
SELLER
IDAHO POWER COMPANY

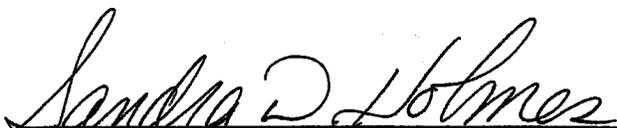


N. Vernon Porter
Senior Vice President, Delivery

State of Idaho)
) ss.
County of Ada)

On this 2nd day of March, in the year of 2010, personally appeared before me N. Vernon Porter, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.





Notary Public for Idaho
Residing at: Boise
My commission expires on: 01/5/2015

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SCHEDULE A

Vintage on all poles and wire is 1984. Material is as follows:

27-Class 2 50ft poles
1 -Class 1 50ft pole
1-Class 2 70ft pole

Wire= 21,132' of 795AL and 7044' of 336AL.

XARMS= 29- 10' arms

Anchors= 3- 22 in cones

Insulators= 87- 34.5KV

Pole top pins = 29

Neutral brackets= 29



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UTILITIES COMMISSION

March 1, 2010

Mr. Heber Carpenter, General Manager
Raft River Electric Cooperative Inc.
P.O. Box 617
Malta, Idaho 83342

Subject: Raft River Electric Attachment to Idaho Power Company Poles

Dear Mr. Carpenter:

I am writing this letter to confirm the terms of our agreement to allow the attachment of distribution conductors which are owned by Raft River Electric (RRE) to Idaho Power Company's distribution poles near the Border Substation. At RRE's request and pursuant to the following conditions, Idaho Power will allow RRE to install its distribution conductors on the four distribution poles located near the Border Substation, identified as pole Nos. 1-4 on the attached map.

- 1) RRE will pay annual, non-prorated pole attachment fees to Idaho Power in the amount of Five Hundred Dollars (\$500.00). An invoice for this amount will be sent to RRE on or about January 2 each calendar year. Payment in full must be received by Idaho Power no later than January 31 of the same year. RRE's failure to pay pole attachment fees in full in the specified timeframe shall constitute a breach of this agreement. Pole attachment fees may be changed by Idaho Power upon 30 days prior written notice to RRE but not more often than once per calendar year. Price increases will be cost based.
- 2) RRE will maintain ownership of the distribution conductors, hardware, and equipment installed on Idaho Power's poles and crossarms. RRE will attach a permanent identification placard to the distribution arm with the letters "RREC". This placard will be located such that it is readily visible to an observer standing on the ground and the letters will be at least two inches in height.
- 3) Idaho Power will maintain ownership of the poles and crossarms as well as conductors, hardware and equipment that are not directly associated with RRE's distribution facilities.
- 4) RRE will not impede the ability of Idaho Power to access, maintain, repair or operate Idaho Power's facilities. This includes the right to install devices and equipment in the future as deemed necessary by Idaho Power.
- 5) RRE will notify Idaho Power in writing and receive permission from Idaho Power before modifying RRE's distribution system in any way that changes structural loading on poles or changes clearance requirements at poles or at mid-spans.
- 6) As the owner of the poles, Idaho Power will be responsible for pole maintenance. RRE will be responsible for maintaining its distribution facilities attached to Idaho Power poles.

- 7) Idaho Power will verify the structural adequacy of the poles and verify that adequate clearances are maintained on the poles. Should pole modifications or replacement be required to accommodate RRE's facilities, Idaho Power's crews will perform the work at RRE's expense. If RRE requires a new pole to be installed in the existing line of Idaho Power's poles for any reason, Idaho Power's crews will install the new pole and RRE will reimburse Idaho Power for all associated costs. Ownership of the new pole will remain with Idaho Power.
- 8) If in the future poles or facilities attached to poles are damaged, the party responsible for the damage will be responsible for all associated costs. RRE will be responsible for repairs or replacement of its distribution facilities and its crews will perform the repairs. Idaho Power's crews will be used to repair or replace the poles and facilities attached to its poles except for RRE's distribution facilities. If Idaho Power crews are present before RRE is on site and RRE distribution facilities must be repaired, replaced or relocated to eliminate a safety hazard, Idaho Power will perform the necessary work on the distribution facilities at RRE's expense.
- 9) Unless Idaho Power and RRE agree otherwise on a case-by-case basis, should poles require replacement for reasons other than damage, emergency restoration or to accommodate RRE's distribution facilities, Idaho Power will replace the pole at no cost to RRE. RRE will transfer RRE's distribution facilities to the new pole at RRE's expense.
- 10) RRE will, prior to February 1 of each year, submit to Idaho Power current proof of liability insurance, in an amount not less than \$1,000,000, listing Idaho Power as an additional insured.
- 11) Each party will indemnify and hold the other harmless, including each parties owners, parents, subsidiaries, affiliates, agents, directors and employees against any and all suits or claims by third-parties including liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense and attorney's fees to the extent they arise from or in connection with actual or alleged fault or negligence associated with the facilities the parties respectively own, operate, and maintain under this Agreement.

Please indicate your acceptance of these terms by signing both copies of this letter in the space provided and return both copies to me. I will return one original copy to you and retain the other for my file.

Please feel free to contact me if you have any questions.

Sincerely,



Brent Van Patten, P.E.
Joint Use Leader

Enclosure

cc: File

Legal

Terms of agreement accepted by:

Representing Raft River Electric


Name

General Manager
Title

Heber Carpenter
Signature

March 4, 2010
Date

BORDER
Substation

