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June 5, 2015

Public Utility Commission of Oregon  
Filing Center  
3930 Fairview Industrial Drive SE  
P.O. Box 1088  
Salem, Oregon 97308-1088

RE: UP \_\_\_\_ – In the Matter the Application of Idaho Power Company for an Order Authorizing Approval of a Long Term Program Contract with Siemens Energy, Inc. Including the Transfer and Sale of Certain Assets

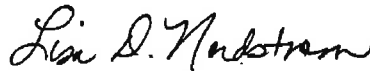
Attention Filing Center:

Attached for filing are electronic copies of a **Redacted** Application of Idaho Power Company for an Order authorizing approval of a Long Term Program Contract with Siemens Energy, Inc. including the transfer and sale of certain assets and the **Redacted** Direct Testimony of Trevor Mahlum. Attachment A to the Application is **confidential** and is being provided confidentially pursuant to OAR 860-001-0070. A copy of the **confidential** pages of the application and testimony and the **confidential** attachment to the Application will be provided separately via Federal Express. A Motion for Protective Order is also attached.

Concurrently with this filing, Idaho Power also filed a Request for Authorization to defer costs Associated with a Long Term Program Contract with Siemens Energy, Inc. in Docket No. UM \_\_\_\_\_. The Commission may wish to process these two dockets together for administrative efficiency.

Please contact this office with any questions.

Very truly yours,



Lisa D. Nordstrom

LDN/kkt

Enclosures

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**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**UP \_\_\_\_\_**

In the Matter of the Application of Idaho Power Company for an Order Authorizing Approval of a Long Term Program Contract with Siemens Energy, Inc. Including the Transfer and Sale of Certain Assets.

**REDACTED APPLICATION**

Pursuant to ORS § 757.480 and OAR 860-027-0025, Idaho Power Company ("Idaho Power") seeks approval from the Public Utility Commission of Oregon ("Commission") for an order authorizing (1) a Long Term Program ("LTP") Contract with Siemens Energy, Inc. ("Siemens") and (2) the transfer and sale of certain assets to Siemens pursuant to ORS § 757.480(1)(a). Concurrent with this Application, Idaho Power is requesting approval of the Company's proposed accounting treatment of costs associated with the LTP Contract in Docket No. UM \_\_\_\_\_.

**I. INTRODUCTION**

Idaho Power owns and operates three natural gas-fired facilities: the Langley Gulch combined cycle combustion turbine ("CCCT"), the Danskin simple cycle combustion turbine ("SCCT"), and the Bennett Mountain SCCT. The Langley Gulch plant consists of one 180 megawatt ("MW") Siemens combustion turbine and one 96 MW Siemens reheat steam turbine and is located south of New Plymouth in Payette County, Idaho. Located northwest of Mountain Home, Idaho, the Danskin facility consists of one 169 MW Siemens and two 44 MW Siemens-Westinghouse combustion turbines. The Bennett Mountain plant is located east of the Danskin plant in Mountain Home, Idaho and consists of one 162 MW Siemens-Westinghouse SCCT.

As described in detail in the Testimony of Power Plant Area Maintenance Leader Trevor Mahlum filed herewith, Idaho Power currently self-manages its natural gas fleet



1 through a collaborative effort between the Company and the original equipment  
2 manufacturer ("OEM"). The Company's OEM for all its combustion turbines is Siemens.  
3 Idaho Power's combustion turbines are subject to required maintenance outages at OEM-  
4 recommended intervals based upon each plant's primary mode of operation. Based on  
5 Idaho Power's historical operating profile, the Danskin and Bennett Mountain SCCTs have  
6 maintenance intervals based on the number of plant start-ups and Langley Gulch has a  
7 maintenance schedule based on hours of operation. Currently, each maintenance outage  
8 has been contracted to Siemens for service on a case-by-case basis.

9 Under the Company's self-management of its gas plants, Idaho Power's current  
10 practice is to purchase parts from Siemens in advance of an outage, allowing adequate  
11 time for delivery and possession of the parts prior to commencement of the outage. Upon  
12 receipt, the parts are capitalized. During the outage, the existing parts are removed and  
13 the replacement parts are installed, resulting in short outage windows and earlier plant  
14 availability. The parts that have been removed are retired from Idaho Power's books and  
15 sent to Siemens' service shop where they are inspected and repaired. Once refurbished,  
16 the parts are returned to the Company, capitalized, and ready for use again (referred to as  
17 "initial spare parts"). Until now, contracting for gas plant maintenance services with  
18 Siemens at each outage interval has been the most cost-effective approach to maintain  
19 the Company's gas fleet.

## 20 **II. LTP CONTRACT**

21 During construction of the Langley Gulch plant, Idaho Power began looking at other  
22 maintenance options for its gas fleet. The Langley Gulch plant is the Company's only  
23 CCCT and employs some of the newest, most technologically advanced parts on the  
24 market. Idaho Power recognized that its employees did not have all of the necessary  
25 technical skills to maintain all three plants to the level offered by Siemens and reached out  
26 to multiple third-party providers of gas plant maintenance as part of a formal request for

1 information process. Idaho Power analyzed the proposals and determined that there are  
2 currently no other third-party maintenance providers that could provide services equivalent  
3 to those provided under the LTP Contract with Siemens. Because Siemens is the OEM  
4 for all of the Company's gas plants and is the industry leader in gas plant maintenance,  
5 the only available alternative to the LTP Contract with Siemens would be the continuation  
6 of a Company-managed maintenance program with technical support and parts purchased  
7 from Siemens.

8 Under the LTP Contract, Siemens will provide scheduled maintenance on all three  
9 combustion turbines, including program parts or repairs, shipping, services, labor,  
10 engineering services and program management services. Program parts consist of the  
11 major combustion turbine parts provided by Siemens and all the parts installed in the  
12 combustion turbine upon the effective date, all initial spare parts, and all parts changed  
13 during the length of the contract ("program parts"). Some of these program parts are the  
14 latest technology that Idaho Power would not otherwise have access to and they are  
15 available under the LTP Contract at a [BEGIN CONFIDENTIAL MATERIAL]   
16  [END CONFIDENTIAL MATERIAL] discount from the list price. Siemens will also  
17 perform unscheduled maintenance on all three combustion turbines to the extent such  
18 work is not covered by Siemens' other warranties under the contract. Leveraging  
19 Siemens' pool of regional inventory, outage resources, and technical expertise, will result  
20 in lower overall costs to Idaho Power and its customers.

21 The pricing structure under the LTP Contract involves per unit initiation fees  
22 combined with periodic milestone amounts due at or near the actual outage events.  
23 Similar to the accounting for work performed by Siemens under the current self-  
24 management of maintenance, a portion of the milestone payments will be capitalized and  
25 a portion will be operation and maintenance expense. The LTP Contract will provide a  
26 lower priced alternative to the maintenance of the Company's gas plants; Idaho Power

1 estimates the cost to continue with self-management would be approximately [BEGIN  
2 CONFIDENTIAL MATERIAL] [REDACTED] [END CONFIDENTIAL MATERIAL] over the  
3 life of the contract while the LTP Contract would cost approximately [BEGIN  
4 CONFIDENTIAL MATERIAL] [REDACTED] [END CONFIDENTIAL MATERIAL] over the  
5 comparable time period, a savings of [BEGIN CONFIDENTIAL MATERIAL] [REDACTED]  
6 [REDACTED] [END CONFIDENTIAL MATERIAL] over the life of the agreement.

### 7 III. ASSETS SUBJECT TO SALE

8 With an LTP Contract, the Company has no need for its current inventory of spare  
9 parts; Siemens will provide all parts necessary for maintenance and repair of Idaho  
10 Power's gas fleet. Under the terms of the LTP Contract, Siemens will take title to Idaho  
11 Power's inventory of initial spare parts for each combustion turbine, as listed in Exhibit G  
12 to the LTP Contract provided as Confidential Attachment 1 to this Application, and is  
13 expected to remove them from Idaho Power's facilities soon after approval of the LTP  
14 Contract. In consideration of the transfer of the initial spare parts to Siemens, the contract  
15 price has been reduced to reflect Idaho Power's net book value of the initial spare parts.

### 16 IV. REASON FOR THE PROPERTY TRANSACTION

17 Pursuant to ORS § 757.480(1)(a), a public utility doing business in Oregon shall not,  
18 without first obtaining Commission approval of such transaction, sell, lease, assign or  
19 otherwise dispose of the whole of the property of such public utility necessary or useful in  
20 the performance of its duties to the public or any part thereof a value in excess of  
21 \$100,000. The transfer and sale of the initial spare parts to Siemens by Idaho Power will  
22 not adversely affect Idaho Power or its customers. In addition to the financial benefit of  
23 reduced contract costs over the life of the agreement, the transfer and sale of the initial  
24 spare parts will allow for the return of spare parts Idaho Power would otherwise no longer  
25 use. The demand for these specific spare parts is limited as the parts are no longer the  
26 latest technology and have a limited buyer pool, limiting its minimal market value. During

1 negotiations with Siemens regarding the LTP Contract pricing, Siemens agreed to take  
2 back ownership of the initial spare parts in exchange for reduced contract pricing based on  
3 the net book value of those parts. As of December 31, 2014, the net book value of the  
4 assets that will be transferred to Siemens is approximately \$1.0 million on an Oregon  
5 jurisdictional basis. The transfer and sale of the initial spare parts to Siemens will result in  
6 lower overall costs to Idaho Power and its customers.

7 **V. COMPLIANCE WITH OAR 860-027-0025(1) FILING REQUIREMENTS**

8 Pursuant to the requirements of OAR 860-027-0025(1), Idaho Power represents as  
9 follows:

10 **A. The Exact Name and Address of the Utility's Principal Business Office.**

11 Idaho Power Company, 1221 West Idaho Street (83702), P.O. Box 70, Boise, Idaho  
12 83707-0070.

13 **B. The State in Which Incorporated, the Date of Incorporation, and the  
Other States in Which Authorized to Transact Utility Operations.**

14 Idaho Power was incorporated under the laws of the state of Maine on May 6, 1915,  
15 and migrated its state of incorporation from the state of Maine to the state of Idaho  
16 effective June 30, 1989. It is qualified as a foreign corporation to do business in the states  
17 of Oregon, Nevada, Montana, and Wyoming in connection with its utility operations. Idaho  
18 Power is authorized to provide retail electric service in Idaho and Oregon.

19 **C. Name and Address of the Person on Behalf of Applicant Authorized to  
Receive Notices and Communications in Respect to the Applications.**

20 The name and address of the persons authorized on behalf of Idaho Power to  
21 receive notices and communications in respect to this Application are:

22 Lisa D. Nordstrom, Lead Counsel  
23 Idaho Power Company  
24 1221 West Idaho Street  
25 Boise, Idaho 83702  
26 Telephone: (208) 388-5825  
Facsimile: (208) 388-6936  
[lnordstrom@idahpower.com](mailto:lnordstrom@idahpower.com)  
[dockets@idahpower.com](mailto:dockets@idahpower.com)

1           **D.     The Names, Titles, and Addresses of the Principal Officers.**

2           As of May 31, 2015, the names, titles, and addresses of the principal officers of  
3 Idaho Power are as follows:

4	<b><u>Name</u></b>	<b><u>Title</u></b>
5	Darrel T. Anderson	President and Chief Executive Officer
6	Daniel B. Minor	Executive Vice President and 7 Chief Operating Officer
8	Rex Blackburn	Sr. Vice President and General Counsel
9	Lisa A. Grow	Sr. Vice President of Power Supply
10	Steven R. Keen	Sr. Vice President, Chief Financial Officer and Treasurer
11	Warren Kline	Sr. Vice President of Customer Operations
12	Lonnie G. Krawl	Vice President of Human Resources, 13 Administrative Services and Chief Information Officer
14	Jeffrey L. Malmen	Vice President of Public Affairs
15	N. Vern Porter	Sr. Vice President of Customer Operations
16	Gregory W. Said	Vice President of Regulatory Affairs
17	Lori D. Smith	Vice President and Chief Risk Officer
18	Patrick A. Harrington	Corporate Secretary
19	Ken Peterson	Vice President, Controller and 20 Chief Accounting Officer

21           The address of all of the above officers is:

22                     1221 West Idaho Street (83702)  
23                     P.O. Box 70  
24                     Boise, Idaho 83707-0070

1           **E.     A Description of the General Character of the Business Done and to Be**  
2                                   **Done, and a Designation of the Territories Served, by Counties and**  
3                                   **States.**

4           Idaho Power is an electric public utility engaged principally in the generation,  
5 purchase, transmission, distribution, and sale of electric energy in a 24,000 square mile  
6 area over southern Idaho, and in the counties of Baker, Harney, and Malheur in eastern  
7 Oregon. A map showing Idaho Power's service territory is on file with the Commission as  
8 Exhibit H to Idaho Power's application in Docket No. UF 4063.

9           **F.     A Statement, as of the Date of the Balance Sheet Submitted With the**  
10                                   **Application, Showing For Each Class and Series of Capital Stock: Brief**  
11                                   **Description; the Amount Authorized (Face Value and Number of**  
12                                   **Shares); the Amount Outstanding (Exclusive of Any Amount Held in the**  
13                                   **Treasury); Amount Held as Reacquired Securities; Amount Pledged;**  
14                                   **Amount Owned By Affiliated Interests; and Amount Held in Any Fund.**

15           Idaho Power requests the Commission waive the requirements of OAR 860-027-  
16 0025(1)(f) because this transaction does not involve the issuance of securities. A grant of  
17 this waiver will not impede the Commission's analysis of this Application.

18           **G.     A Statement, as of the Date of the Balance Sheet Submitted With the**  
19                                   **Application, Showing for Each Class and Series of Long-Term Debt and**  
20                                   **Notes: Brief Description (Amount, Interest Rate and Maturity); Amount**  
21                                   **Authorized; Amount Outstanding (Exclusive of Any Amount Held in the**  
22                                   **Treasury); Amount Held as Reacquired Securities; Amount Pledged;**  
23                                   **Amount Held By Affiliated Interests; and Amount in Sinking and Other**  
24                                   **Funds.**

25           Idaho Power requests the Commission waive the requirements of OAR 860-027-  
26 0025(1)(g) because this transaction does not involve the issuance of securities. A grant of  
this waiver will not impede the Commission's analysis of this Application.



1           **H.     Whether the Application Is for Disposition of Facilities by Sale, Lease,**  
2           **or Otherwise, a Merger or Consolidation of Facilities, or for Mortgaging**  
3           **or Encumbering Its Property, or for the Acquisition of Stock, Bonds, or**  
              **Property of Another Utility, Also a Description of the Consideration, If**  
              **Any, and the Method of Arriving at the Amount Thereof.**

4           This Application requests approval of the transfer and sale of Idaho Power's  
5 inventory of natural gas plant spare parts to Siemens. Under the terms of the LTP  
6 Contract, Siemens will take title to Idaho Power inventory of initial spare parts for each  
7 combustion turbine and is expected to remove them from Idaho Power's facilities soon  
8 after approval of the LTP Contract. In consideration of the transfer of the initial spare parts  
9 to Siemens, the contract price reflects a discount based on Idaho Power's net book value  
10 of the initial spare parts. As of December 31, 2014, the net book value of the assets that  
11 will be transferred to Siemens is approximately \$1.0 million on an Oregon jurisdictional  
12 basis.

13           **I.     A Statement and General Description of Facilities to Be Disposed of,**  
14           **Consolidated, Merged, or Acquired from Another Utility, Giving a**  
15           **Description of Their Present Use and of Their Proposed Use After**  
16           **Disposition, Consolidation, Merger, or Acquisition. State Whether the**  
              **Proposed Disposition of the Facilities or Plan for Consolidation, Merger,**  
              **or Acquisition Includes All the Operating Facilities of the Parties to the**  
              **Transaction.**

17           The subject property consists of certain spare parts as set forth in subsection (h)  
18 above.

19           **J.     A Statement by Primary Account of the Cost of the Facilities and**  
20           **Applicable Depreciation Reserve Involved in the Sale, Lease, or Other**  
21           **Disposition, Merger or Consolidation, or Acquisition of Property of**  
22           **Another Utility. If Original Cost Is Not Known, an Estimate of Original**  
23           **Cost Based, to the Extent Possible, Upon Records or Data of the**  
              **Applicant or Its Predecessors Must Be Furnished, a Full Explanation of**  
              **the Manner in Which Such Estimate Has Been Made, and a Statement**  
              **Indicating Where All Existing Data and Records May Be Found.**

24           Please refer to Exhibit J, which demonstrates the cost of the facilities by primary  
25 account.

26

1           **K.     A Statement as to Whether or Not Any Application With Respect to the**  
2           **Transaction or Any Part Thereof, Is Required to Be Filed With Any**  
3           **Federal or Other State Regulatory Body.**

4           Idaho Power is required to file an application for approval from the Idaho Public  
5           Utilities Commission with respect to the transaction.

6           **L.     The Facts Relied Upon by Applicants to Show that the Proposed Sale,**  
7           **Lease, Assignment, or Consolidation of Facilities, Mortgage or**  
8           **Encumbrance of Property, or Acquisition of Stock, Bonds, or Property**  
9           **of Another Utility Will Be Consistent With the Public Interest.**

10          The transfer and sale of the initial spare parts to Siemens by Idaho Power will not  
11          adversely affect Idaho Power or its customers. In addition to the financial benefit of  
12          reduced contract costs over the life of the agreement, the transfer and sale of the initial  
13          spare parts will allow for the return of spare parts Idaho Power would otherwise no longer  
14          use. The demand for these specific spare parts is limited as the parts are no longer the  
15          latest technology and have a limited buyer pool, creating minimal market value. During  
16          negotiations with Siemens regarding the LTP Contract pricing, Siemens agreed to take  
17          back ownership of the initial spare parts in exchange for reduced contract pricing based on  
18          the net book value of those parts. As of December 31, 2014, the net book value of the  
19          assets that will be transferred to Siemens is approximately \$1.0 million on an Oregon  
20          jurisdictional basis. The transfer and sale of the initial spare parts to Siemens is  
21          consistent with the public interest and will result in lower overall costs to Idaho Power and  
22          its customers.

23          **M.    The Reasons, in Detail, Relied Upon by Each Applicant, or Party to the**  
24          **Application, for Entering into the Proposed Sale, Lease, Assignment,**  
25          **Merger, or Consolidation of Facilities, Mortgage or Encumbrance of**  
26          **Property, Acquisition of Stock, Bonds, or Property of Another Utility,**  
              **and the Benefits, If Any, to Be Derived by the Customers of the**  
              **Applicants and the Public.**

              See Sections I and II and subsections (h) and (i) above and the Testimony of Power  
              Plant Area Maintenance Leader Trevor Mahlum.

1           **N.     The Amount of Stock, Bonds, or Other Securities, Now Owned, Held or**  
2           **Controlled by Applicant, of the Utility from Which Stock or Bonds Are**  
3           **Proposed to be Acquired.**

3           Not applicable.

4           **O.     A Brief Statement of Franchises Held, Showing Date of Expiration If Not**  
5           **Perpetual, or, in Case of Transfer/Sale, that Transferee Has the**  
6           **Necessary Franchises.**

6           Not applicable.

7                   **VI. COMPLIANCE WITH OAR 860-027-0025(2) FILING REQUIREMENTS FOR**  
8                   **IDAHO POWER COMPANY**

9           The following exhibits are submitted and by reference made a part of this  
10          Application:

11           **A.     Exhibit A. Articles of Incorporation.**

12           A copy of Idaho Power's Restated Articles of Incorporation, as amended on May 17,  
13          2012, has heretofore been filed with the Commission in Docket UF 4278, reference to  
14          which is hereby made.

15           **B.     Exhibit B. Bylaws.**

16           A copy of Idaho Power's Bylaws, as amended, has heretofore been filed with the  
17          Commission in Docket UF 4214, reference to which is hereby made.

18           **C.     Exhibit C. Resolution of Directors Authorizing Transaction.**

19           Attached as Exhibit C is a certified copy of the resolutions of Idaho Power's Board of  
20          Directors, dated February 11, 2015, authorizing the Company to enter into a contract with  
21          Siemens for long-term maintenance and other services.

22           **D.     Exhibit D. Mortgages, Trust, Deeds, or Indentures Securing Obligation**  
23          **of Each Party.**

24           None.

25

26

1 . **E. Exhibit E. Balance Sheet Showing Booked Amounts, Adjustments to**  
2 **Record the Proposed Transaction and Pro Forma, With Supporting**  
3 **Fixed Capital or Plant Schedules in Conformity With the Forms in the**  
4 **Annual Report.**

5 The transfer and sale of the initial spare parts to Siemens herein will not materially  
6 affect Idaho Power's balance sheet. Idaho Power respectfully requests that the  
7 requirement to provide pro forma information be waived because the subject transaction is  
8 not expected to materially affect Idaho Power's financial statements.

9 **F. Exhibit F. Known Contingent Liabilities.**

10 Idaho Power respectfully requests a waiver of this requirement because there are no  
11 known contingent liabilities associated with this transaction.

12 **G. Exhibit G. Comparative Income Statements Showing Recorded Results**  
13 **of Operations, Adjustments to Record the Proposed Transaction and**  
14 **Pro Forma, in Conformity With the Form in the Annual Report.**

15 The transfer and sale of the initial spare parts to Siemens will not materially affect  
16 Idaho Power's income statements. For the reasons set forth above, Idaho Power  
17 respectfully requests a waiver of these requirements.

18 **H. Exhibit H. Analysis of Surplus for the Period Covered by Income**  
19 **Statements Referred to in G.**

20 The transfer and sale of the initial spare parts to Siemens does not materially affect  
21 Idaho Power's income statements and thus respectfully requests a waiver from this  
22 requirement.

23 **I. Exhibit I. Copy of Contract for Transaction and Other Written**  
24 **Instruments.**

25 Included with this Application as Attachment 1 is a copy of the LTP Contract between  
26 Idaho Power and Siemens.

**J. Exhibit J. Copy of Each Proposed Journal Entry to Be Used to Record**  
**the Transaction.**

Please refer to Exhibit J attached.



# **Attachment A**

**ATTACHMENT A  
IS CONFIDENTIAL  
PURSUANT TO OAR 860-001-0070**

## **Exhibit C**




STATE OF IDAHO )  
COUNTY OF ADA ) ss.  
CITY OF BOISE )

I, PATRICK A. HARRINGTON, the undersigned, Secretary of Idaho Power Company, do hereby certify that the following constitutes a full, true and correct copy of the resolutions adopted at a regular meeting of the Board of Directors of Idaho Power Company held February 11, 2015, authorizing certain Company officers to enter into a contract with Siemens Energy LTSA ("Siemens") providing for certain long-term maintenance and other services to be provided by Siemens to the Company, and that said resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 5<sup>th</sup> day of June, 2015.

(CORPORATE SEAL)

  
/s/ Patrick A. Harrington  
Secretary

RESOLVED, that the President & CEO of Idaho Power Company ("Company"), and any Vice President of the Company (the "Authorized Officers") be, and each of them hereby is, authorized to enter into a Long Term Program Contract for Langley Gulch, Bennett Mountain, and Danskin Facilities with Siemens Energy LTSA ("Contract"), substantially under the terms set forth in the February 4, 2015 Chief Executive Officer Report presented to the Board of Directors of the Company, providing for certain long-term maintenance and other services to be provided by Siemens Energy LTSA to the Company, together with any modifications to such terms as any Authorized Officer deems necessary, desirable or appropriate; and be it

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered to execute such other agreements, instruments, certificates and documents as they deem necessary, desirable or appropriate in connection with the execution and performance of the Contract, including without limitation any filings with any appropriate local, state or federal regulatory agency or governmental body; and be it

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed to do or cause to be done all such acts and things and to take any and all steps and do any and all things and execute and deliver any and all such documents and papers, and to expend such money and pay such filing fees, as they may deem necessary, desirable or appropriate for the execution and performance of the Contract, or to otherwise effectuate the purposes of each and all of the foregoing resolutions, and any and all actions heretofore or hereafter taken by or at the direction of said Authorized Officers or any of them consistent with the terms, provisions and intent of the foregoing resolutions be and the same are hereby approved, authorized and confirmed in all respects.

## **Exhibit J**

**IDAHO POWER COMPANY  
EXHIBIT J  
PROPOSED JOURNAL ENTRIES**

<u>FERC Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
182.3	Other Regulatory Assets	XXX.XX	
282	Accumulated Deferred Income Taxes - Other Property	XXX.XX	
101	Electric Plant in Service		XXX.XX
108	Accumulated Provision for Depreciation of Electric Utility Plant		XXX.XX
411.1	Provision for Deferred Income Taxes		XXX.XX
 <i>To transfer the net book value of the initial spare parts inventory and associated deferred taxes to a regulatory asset account and accumulated deferred tax account.</i>			
182.3	Other Regulatory Assets	XXX.XX	
131	Cash		XXX.XX
 <i>To record the payment and deferral of the initiation fees to Siemens.</i>			
407.3	Regulatory Debits	XXX.XX	
182.3	Other Regulatory Assets		XXX.XX
 <i>To record the amortization of account 182.3 that includes the net book value of the initial spare parts and the initiation fees.</i>			
411.1	Provision for Deferred Income Taxes	XXX.XX	
282	Accumulated Deferred Income Taxes - Other Property		XXX.XX
 <i>To record the amortization of account 282.</i>			