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UTILITIES COMMISSION

JULIA A. HILTON
Senior Counsel
jhilton@idahopower.com

January 12, 2016

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702

Re: Case No. IPC-E-16-07
Mobile Manor Mobile Home Park Meter Pedestals – Idaho Power
Company's Application

Dear Ms. Jewell:

Enclosed for filing please find an original and seven (7) copies of Idaho Power Company's Application in the above matter.

Very truly yours,

Julia A. Hilton

JAH:csb
Enclosures

JULIA A. HILTON (ISB No. 7740)
Idaho Power Company
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
Telephone: (208) 388-6117
Facsimile: (208) 388-6936
jhilton@idahopower.com

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Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
OF IDAHO POWER COMPANY FOR) CASE NO. IPC-E-16-07
AUTHORITY TO TRANSFER TITLE OF)
MOBILE MANOR MOBILE HOME PARK) APPLICATION
METER PEDESTALS.)
_____)

Idaho Power Company (“Idaho Power” or “Company”), pursuant to *Idaho Code* § 61-328 and Rule of Procedure 52, hereby requests that the Idaho Public Utilities Commission (“Commission”) approve the transfer of title for 18 meter pedestals located in the Mobile Manor mobile home park, including the Mobile Manor Subdivision, Mobile Manor First Addition, and Mobile Manor Second Addition (collectively, “Mobile Manor”) in Pocatello, Idaho.

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

I. BACKGROUND AND DESCRIPTION OF TRANSACTION

1. Prior to March 31, 1981, Idaho Power installed, owned, and maintained mobile home pedestals as part of the facilities for electric service to most mobile homes.

These pedestals are comparable to meter bases attached to buildings but are all customer owned. Since March 31, 1981, new mobile homes have been served by pedestals owned and maintained by customers as per Idaho Power's Rule H, Section (2)(g) under General Provisions, which states "Owners of mobile home courts will install, own, operate, and maintain all termination poles, pedestals, meter loops, and conductors from the Point of Delivery."

2. Because Company-owned pedestals pre-date 1981, they and their replacement parts are no longer manufactured. When Idaho Power is required to perform repairs, replacement parts must be made by the Company. Due to the expense in maintaining and repairing the pedestals and to promote consistency of ownership among customers, Idaho Power seeks to transfer title of Company-owned pedestals to the customer whenever possible.

3. Upon Commission approval, Idaho Power will update all 18 pedestals. The Company will not, however, warrant the upgrades or the pedestals to any degree. Mobile Manor will inspect the pedestals and satisfy themselves as to the pedestals' physical and environmental conditions following the upgrades by Idaho Power. Mobile Manor has agreed to then take title to the meter pedestals. The Transfer of Title Agreement between Idaho Power and Mobile Manor is attached to this Application as Attachment 1.

II. APPROVAL OF THE TRANSFER

4. As stated below, pursuant to *Idaho Code* § 61-328, an electric utility must obtain approval from the Commission before it sells or transfers ownership in any

property used in the generation, transmission, distribution, or supply of electric power and energy to the public:

Before authorizing the transaction, the public utilities commission shall find: (a) That the transaction is consistent with the public interest; (b) That the cost of and rates for supplying service will not be increased by reason of such transaction; and (c) That the applicant for such acquisition or transfer has the bona fide intent and financial ability to operate and maintain said property in the public service.

Idaho Code § 61-328(3).

5. This transaction meets the above-stated requirements of *Idaho Code* § 61-328. The transaction is consistent with the public interest because it allows Idaho Power to treat similarly-situated customers in a like manner. Mobile home owners who establish service after 1981 have customer-owned meter pedestals. Similarly, other customers own and maintain meter bases. Upon approval of this transaction, Mobile Manor's meter pedestals will become customer-owned, receiving similar treatment as other customers.

6. No money was or will be exchanged as a result of the transaction. The up-front costs of updating the pedestals will be more than offset by the elimination of long-term maintenance and repair costs of continued utility ownership. Over time, because the transaction reduces Idaho Power's costs of maintenance, the Company's expenses will decrease in the long term.

7. Lastly, the property will no longer be maintained in the public service. Similar to other meter pedestals and comparable meter bases for non-manufactured homes, these pedestals will be owned by the customer. Mobile Manor has significant financial interest in maintaining and operating the property in a manner consistent with other customer-owned pedestals and meter bases.

III. MODIFIED PROCEDURE

8. Although *Idaho Code* § 61-328(2) states that the Commission “shall conduct a public hearing on the application,” Idaho Power believes that a hearing is not necessary to consider the small, uncontested transaction presented herein. Therefore, the Company respectfully requests that this Application be processed under Modified Procedure; i.e., by written submissions rather than by hearing. RP 201, *et. seq.* If, however, the Commission determines that a technical hearing is required, the Company stands ready to present testimony and support the Application in such hearing.

IV. COMMUNICATIONS AND SERVICE OF PLEADINGS

9. Communications and service of pleadings with reference to this Application should be sent to the following:

Julia A. Hilton
Idaho Power Company
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
jhilton@idahopower.com
dockets@idahopower.com

Matt Larkin
Idaho Power Company
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
mlarkin@idahopower.com

V. REQUEST FOR RELIEF

10. Idaho Power respectfully requests that the Commission issue an order authorizing that this matter be processed by Modified Procedure and approving the Transfer of Title Agreement attached hereto as Attachment 1.

DATED at Boise, Idaho, this 12th day of April 2016.



JULIA A. HILTON
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of April 2016 I served a true and correct copy of the within and foregoing APPLICATION upon the following named parties by the method indicated below, and addressed to the following:

Mobile Manor Mobile Home Park
Kathleen C. Parrish
1841 Satterfield Drive
Pocatello, Idaho 83201-1983

- Hand Delivered
- U.S. Mail
- Overnight Mail
- FAX
- Email



Christa Beary, Legal Assistant



BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-16-07

IDAHO POWER COMPANY

ATTACHMENT 1
TRANSFER OF TITLE AGREEMENT

TRANSFER OF TITLE AGREEMENT

This Transfer of Title Agreement ("Agreement") is entered into by and between Idaho Power Company, an Idaho corporation, with principal offices at 1221 West Idaho Street, Boise, Idaho 83702 ("IPC") and Kathleen C Parrish, an individual residing at 1841 Satterfield Drive, Pocatello, Idaho 83201-1983 ("Parrish") as of this 29 day of April, 2016, subject to the authorization of the Idaho Public Utilities Commission ("IPUC" or "Commission") as required by I.C. § 61-328. IPC and Parrish may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, prior to 1981, IPC installed, owned, and maintained meter pedestals in mobile home parks; since March 31, 1981, meter pedestals have been provided and owned by mobile home homeowners or park owners;

WHEREAS, the meter pedestals installed by IPC prior to 1981 are no longer manufactured and replacement parts must be made to provide repairs;

WHEREAS, due to the expense involved in maintaining and repairing meter pedestals, IPC desires to transfer ownership of said pedestals to mobile home owners; and

WHEREAS, IPC agrees to convey and Parrish agrees to accept title of the meter pedestals within the Mobile Manor mobile home park, including the Mobile Manor Subdivision, Mobile Manor First Addition, and Mobile Manor Second Addition (collectively, "Mobile Manor");

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby recognized, IPC and Parrish hereby mutually agree as follows:

1. Incorporation of Recitals. The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

2. Commission Approval Required. This Agreement for transfer of IPC assets is contingent upon the approval and authorization of the IPUC as required in I.C. § 61-328. The Agreement shall be executed by the Parties and submitted to the IPUC for approval. The transfer of title described herein shall go into effect sixty (60) calendar days following IPUC approval and authorization of the transaction. If such IPUC approval is not obtained, this Agreement shall not take effect.

3. Transfer of Title. In consideration of the reduced maintenance and expense to Idaho Power and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IPC, effective sixty (60) calendar days following approval of the Commission, hereby bargains, sells, assigns, transfers, grants, and conveys unto Parrish all of IPC's title and interest (subject to the limitations set forth below) in, to, and under the meter pedestals owned by IPC as hereinafter described (the "Pedestals"). The Pedestals are electro-mechanical, free-standing, partially buried, one-piece units that house IPC's meter and cable terminations, the customer's main circuit breakers, and the service terminations for service to the manufactured home. Idaho Power owns and maintains a junction box adjacent to each Pedestal and a service wire up to the point where said wire connects to each Pedestal. This Agreement transfers, conveys, and assigns eighteen (18) meter Pedestals (eight (8) 200 amp

Pedestals, eight (8) 100 amp Pedestals, and two (2) 50 amp Pedestals), each occupying one of eighteen mobile home spaces, in Mobile Manor located within Sections 10 and 11, Township 6 South, Range 34 E. Boise Meridian, Bannock County, Idaho. Parrish owns the following lots within Mobile Manor:

Parcel 1, RCMBM000401, (517 E. Chubbuck Rd.):

The East 1/2 of Lot 2, and the West 40 feet of Lot 3, Block 1, Mobile Manor Subdivision, Except: The Northerly 891.27 square feet that was conveyed unto the City of Chubbuck for Additional Right-of-Way per Warranty Deed Instrument No. 99006130.

Together with: The West 10 feet of the East 20 feet of Lot 3, Block 1, Mobile Manor Subdivision, Except: The Northerly 127.32 square feet that was conveyed unto the City of Chubbuck for Additional Right-of-Way per Warranty Deed Instrument No. 99002765.

Parcel 2, RCMBM000601, (525 E. Chubbuck Rd.):

Lot 5, and the West 10 feet of Lot 6, Block 1, Mobile Manor Subdivision, Except: The Northerly 911.88 square feet that was conveyed unto the City of Chubbuck for additional Right-of-Way per Warranty Deed Instrument No. 99002764.

Parcel 3, RCMBM003601, (605 Albatross):

Lot 11, Block 2, Mobile Manor Subdivision, Except: The West 55 feet of Lot 11, Block 2, Mobile Manor Subdivision.

Parcel 4, RCMBM004701, (604 Bluebird):

Lot 22, Block 2, Mobile Manor Subdivision, Except: The West 55 feet of Lot 22, Block 2, Mobile Manor Subdivision.

Parcel 5, RCMB1003600, (511 Chickadee): Lot 2, Block 7, Mobile Manor First Addition.

Parcel 6, RCMB1003700, (521 Chickadee): Lot 3, Block 7, Mobile Manor First Addition.

Parcel 7, RCMB1003800, (531 Chickadee): Lot 4, Block 7, Mobile Manor First Addition.

Parcel 8, RCMB 1003900, (541 Chickadee): Lot 5, Block 7, Mobile Manor First Addition.

Parcel 9, RCMB2000200, (428 Chickadee):

Lot 7, Block 5, Mobile Manor Second Addition.

Parcel 10, RCMB2000300, (418 Chickadee): Lot 8, Block 5, Mobile Manor Second Addition.

Parcel 11, RCMB2004000, (515 Chickadee):

Lot 14, Block 7, Mobile Manor Second Addition.

Parcel 12, RCMB2004100, (525 Chickadee):

Lot 15, Block 7, Mobile Manor Second Addition.

Parcel 13, RCMB2004200, (535 Chickadee):

Lot 16, Block 7, Mobile Manor Second Addition.

Parcel 14, RCMB2004300, (545 Chickadee):

Lot 17, Block 7, Mobile Manor Second Addition.

Parcel 15, RCMB2006000, (4711 Eagle):
Lot 11, Block 8, Mobile Manor Second Addition.

Parcel 16, RCMB2006300, (4683 Eagle):
Lot 14, Block 8, Mobile Manor Second Addition.

Parcel 17, RCMB2006400, (4673 Eagle):
Lot 15, Block 8, Mobile Manor Second Addition.

Parcel 18, RCMB2006500, (4663 Eagle):
Lot 16, Block 8, Mobile Manor Second Addition.

4. Unwarranted "As Is" Condition. Immediately following Commission authorization and approval of the transfer of title, IPC shall update all eighteen (18) Pedestals; however, IPC does not warrant the upgrades or the Pedestals to any degree. It is understood and agreed that Parrish will inspect the Pedestals and satisfy herself as to the Pedestals' physical and environmental condition following the upgrades and that Parrish, at the point of transfer of title, hereby accepts all of the Pedestals in "AS IS" and "WITH ALL FAULTS" condition and that IPC has not made, does not make, and will not make any warranty or representation, whether express or implied, about the performance capability of the Pedestals or their present state of repair, condition or maintenance, ability to function in any respect, or merchantability or fitness for a particular purpose. IPC makes no warranty, express or implied, as to the accuracy or completeness of any data, information, or materials heretofore or hereafter furnished to Parrish in connection with the Pedestals. Any and all such data, information, and other materials furnished by IPC is provided to Parrish as a convenience and any reliance on or use of the same shall be at Parrish's sole risk and responsibility.

IPC and Parrish agree that to the extent required by any applicable law to be operative, the disclaimers of warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. THE PEDESTALS ARE BEING TRANSFERRED BY IPC TO PARRISH WITHOUT RECOURSE (EVEN AS TO THE RETURN OF THE PURCHASE PRICE), COVENANT, OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, AND IPC IS CONVEYING THE PEDESTALS COVERED HEREBY "AS IS" AND "WITH ALL FAULTS," AND WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, (ALL OF WHICH IPC HEREBY DISCLAIMS AND NEGATES) AS TO FITNESS FOR ANY PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OR MATERIALS, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATION, ABSENCE OF LATENT DEFECTS, OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT), TO THE EXTENT APPLICABLE AND PERMITTED BY LAW.

5. Release and Indemnification. Parrish hereby releases IPC and the employees, officers, directors, and agents of IPC and/or its affiliates from and against all claims, actions, damages, losses, penalties, and expenses, including reasonable attorney fees and disbursements, of any kind or nature whatsoever arising out of IPC's acts or omissions or the acts or omissions of Parrish or any third party related to the transfer of Pedestals hereunder.

Further, Parrish agrees to indemnify IPC and the employees, officers, directors, and agents of IPC and/or its affiliates from and against all claims, actions, damages, losses,

penalties, and expenses, including reasonable attorney fees and disbursements, of any kind or nature whatsoever, including, without limitation, liability of death, personal injury or property damage, strict liability, or liabilities or obligations, under any applicable Federal or State law, including, without limitation, all environmental laws, arising out of Parrish's acquisition and use of the Pedestals or arising out of any act of Parrish or any subcontractor of Parrish or anyone directly or indirectly employed by either the Parrish or any subcontractor of Parrish or anyone for whose acts any of them may be liable.

6. Entire Agreement. This Agreement, including its Exhibits, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior communications, contracts, and agreements, both oral and written between them. This Agreement may not be modified, and no rights will be waived, except by an instrument in writing signed by a duly authorized representative of the Parties.

7. Section Numbering and Headings. Section headings are for the convenience of reference only and shall not be construed to limit or extend the meaning of any provision and will not be relevant in interpreting this Agreement. As used in this Agreement, the term "including" means by way of example and not limitation.

8. Authority. Parrish hereby certifies that she owns the underlying parcels described herein and has the authority to enter into this Agreement. If, for any reason and at any time, it is determined that Parrish does not own the underlying parcels, this Agreement is void ab initio.

9. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision unless, as a result the rights of either Party are materially diminished or the obligations and burdens of either Party are materially increased so as to be unjust or inequitable.

[Signature Page Follows]

IN WITNESSETH WHEREOF, the Parties hereto execute this Agreement as of the date and year first above written, and the assets are hereby conveyed, AS IS, WHERE IS, sixty (60) days following Commission approval.

KATHLEEN C. PARRISH

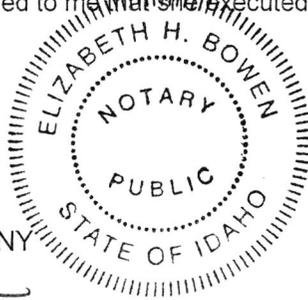
Kathleen Parrish

Name:

Title:

State of Idaho)
County of) ss.

On this 29 day of March, in the year of 2016, personally appeared before me _____, 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.



Elizabeth H. Bowen
Notary Public for Idaho
Residing at: Pocatello
My commission expires on: 5-15-18

IDAHO POWER COMPANY

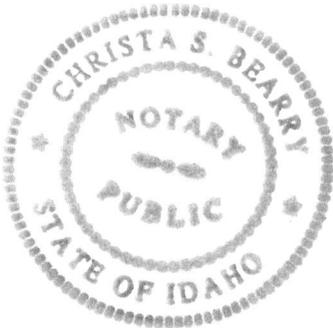
Vern Porter

Name: Vern Porter

Title: S.V.P. of Customer Operations

State of Idaho)
County of Ada) ss.

On this 7th day of April, in the year of 2016, personally appeared before me Vern 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.



Christa S. Beatty
Notary Public for Idaho
Residing at: Boise Idaho
My commission expires on: 02/04/2021