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2003 DEC 19 PM 4:32

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IDAHO PUBLIC
UTILITIES COMMISSION

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Association, Inc.

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IDAHO POWER COMPANY,)	
)	CASE NO. IPC-E-93-10
Petitioner,)	
)	
vs.)	
)	
THE NEW VILLAGER CONDOMINIUM)	SETTLEMENT STIPULATION
ASSOCIATION, INC., A NON-PROFIT)	
IDAHO CORPORATION AND ITS)	
MEMBERS INDIVIDUALLY,)	
)	
Respondents.)	
_____)	

COMES NOW The New Villager Condominium Association, Inc., a non-profit Idaho corporation and its members individually ("New Villager"), by and through its attorney of record, John F. Kurtz, Jr., of the firm of Hawley Troxell Ennis & Hawley, Respondent, and Idaho Power Company ("Idaho Power" or the "Company"), by and

through its attorney of record, Larry D. Ripley, Senior Attorney for Idaho Power Company, Petitioner (sometimes jointly referred to herein as “the Parties”), and herewith stipulate and agree that there are six transformer sites which, if they are to remain below ground, would require substantial labor and capital investment. Based upon a contribution of \$4,000 per transformer, or \$24,000 in total, paid by New Villager, Idaho Power will install below ground submersible transformers subject to the conditions as set forth below:

1. New Villager and Idaho Power will mutually agree to the location of the underground vaults and junction boxes to be used by Idaho Power. Idaho Power will provide a detailed map to New Villager showing the location of each underground vault and junction box, and, in addition, shall provide drawings with dimensions showing the specifications and appearance of the lids of the vaults and junction boxes that Idaho Power intends to install. Idaho Power will make available for viewing a representative vault in Boise, Idaho, and the vault and appearance of the equipment will be available for inspection by New Villager’s representatives in Boise, Idaho. If the parties cannot mutually agree or New Villager will not accept the appearance of the lids, the parties agree that the hearing in this matter will be rescheduled by the Idaho Public Utilities Commission and all settlement negotiations will end.

2. New Villager shall be allowed to select the company responsible for performing landscaping work necessitated by the installation of the transformers and junction boxes. New Villager intends to hire All Seasons landscaping to perform the landscaping work, which work shall be monitored and overseen by Ron Adams and Associates and/or Ingrid Klumpp. All Seasons and Ron Adams and Associates and/or Ingrid Klumpp will be retained directly by New Villager and Idaho Power will have no

responsibility to perform any of the landscaping itself. New Villager will obtain a bid from All Seasons for the landscaping work and a bid from Ron Adams and Associates and/or Ingrid Klumpp for the monitoring and oversight. Idaho Power will retain the right to approve the bids. The cost of the two landscaping bids will be applied as a credit against the amount to be paid by New Villager (\$24,000) for the installation of the new underground transformers. Any amount for landscaping that exceeds the bid amount by All Seasons and by Ron Adams and Associates and/or Ingrid Klumpp will be borne by New Villager, and Idaho Power will have no responsibility for the payment of any costs in excess of these bids. If the bids are not acceptable to either New Villager or Idaho Power, the parties agree that the hearing in this matter will be rescheduled by the Idaho Public Utilities Commission and all settlement negotiations will end.

3. The construction work will be completed at mutually agreed upon time during the spring or fall of 2004 ("Construction Period"). All work related to the installation of the underground transformers shall be performed in a professional and workmanlike manner and in a manner designed to minimize interference with the enjoyment of the New Villager premises by the owners. New Villager intends to award a contract for major revisions to a large number of chimney-chases in the complex with work to be scheduled for completion during the same time period in Spring 2004. The potential for construction conflict is great and must be addressed in advance between the chimney-chase contractor and Idaho Power to allow unimpeded construction progress to take place without undue inconvenience to homeowners. New Villager and Idaho Power will mutually agree to the coordination plans between the chimney-chase contractor and Idaho Power. In the event New Villager and Idaho Power are unable to

mutually agree to the coordinated construction plan, Idaho Power's work will be scheduled for the fall of 2004.

4. The Company will install equipment that meets utility standards and the Company will be solely responsible for the maintenance of the installed transformers, including replacement of any transformers. The use of heavy equipment may be unavoidable. However, Idaho Power will attempt to limit the use of any heavy equipment on pathways and any damage to the pathways or the New Villager premises related to the construction and/or installation will be repaired by Idaho Power in a reasonable manner.

5. New Villager will be required to pay \$10,000 within fifteen (15) days of the service date of the order issued by the Idaho Public Utilities Commission approving the settlement agreement. The remaining \$14,000 less the landscaping bids will be paid when installation of the new transformers is completed.

6. Idaho Power will provide to New Villager representatives a sample of the color of the covers for the vaults and junction boxes used by Idaho Power throughout Idaho Power's system. If New Villager desires to paint the covers of the vaults and junction boxes a different shade of green, Idaho Power's approval shall be required. However, such approval shall not be unreasonably withheld. Advance notice of any painting of the covers of the transformer vaults and/or junction boxes is required so that Idaho Power may have a representative in attendance at the time of the painting.

7. The Parties recognize that Idaho Power cannot provide the detailed map and stake the location of the transformers and junction boxes, as well as any new conduit or wire, until there is no snow accumulation on the ground at the New Villager

complex. After New Villager has received the detailed map and the staking has been accomplished, and Idaho Power has provided to New Villager an estimate as to the number of working days that it will take Idaho Power to complete the installation of the facilities, New Villager can obtain the landscaping bids. The Parties recognize that since these events cannot occur until after there is no snow accumulation on the ground at the New Villager complex, the procedural dates set forth in Commission Order No. 29366 must be vacated. In the event the Parties cannot mutually agree as to the location and staking of the facilities referred to above and/or the subsequent landscaping bids, the procedural schedule in this matter will be re-established by the Idaho Public Utilities Commission and Idaho Power will refund the \$10,000 payment pending the hearing in this matter.

8. Idaho Power warrants that it has no present intention of removing the new transformers after installation.

9. Upon completion of the construction and/or installation of the transformers and related equipment, an appropriate underground easement will be provided to Idaho Power by New Villagers.

The parties agree that this stipulation agreement will be submitted to the Idaho Public Utilities Commission for approval and that the parties will also request that the Commission stay its procedural Order No. 29366 previously issued in this case.

DATED This 19~~7~~ day of December, 2003.



JOHN F. KURTZ, JR.

Attorney for New Villager Condominium Association, Inc., a non-profit Idaho corporation and its members, individually.



LARRY D. RIPLEY, Senior Attorney
Attorney for Idaho Power Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 19th day of December, 2003, I served a true and correct copy of the within and foregoing SETTLEMENT STIPULATION upon the parties of record by the method indicated below, and addressed to the following:

Weldon Stutzman
Deputy Attorney General
Idaho Public Utilities Commission
P. O. Box 83720
Boise, Idaho 83720-0074

Hand Delivered
 U.S. Mail
 Overnight Mail
 FAX



JOHN F. KURTZ, JR.