

Lance A. Loveland (ISB No.5787)
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love9593@pmt.org

CASE NO. C15-E-23-02

Attorney for United Electric Co-op, Inc.

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE JOINT
APPLICATION OF EAST END MUTUAL
ELECTRIC COMPANY, LTD AND UNITED
ELECTRIC CO-OP, INC., TO APPROVE A
TERRITORY ALLOCATION AGREEMENT

Case No. ~~IPC-E-23-XX~~

JOINT APPLICATION

East End Mutual Electric Company, LTD (“East End”) and United Electric Co-op, Inc. (“United Electric”), in accordance with Idaho Code § 61-332, et seq., and RP 52, hereby respectfully make application to the Idaho Public Utilities Commission (“Commission”) for an order approving the Territory Allocation Agreement (“Agreement”) between East End and United Electric Co-Op Inc. (hereinafter referred to as a “Party” or “Parties”). The Agreement is attached to this Joint Application as Attachment 1.

In support of this Application, the Parties represent as follows:

I. BACKGROUND

United Electric and East End each own and operate electrical power systems that provide electric service to customers in Southern Idaho. East End and United Electric currently have specific service territories in accordance with the terms and conditions of Idaho Code 61-332, et

seq., the Idaho Electric Supplier Stabilization Act (“the Act”).

Aaron Hepworth (“Mr. Hepworth”) owns a parcel of land approximately 221.55 acres in size, which is located within the service territory of East End. Mr. Hepworth wishes to receive electric service for a new irrigation pump that will be constructed on the northeastern, portion of such parcel of land consisting of approximately 26.90 acres, as identified in Section 1 below and hereinafter referred to as the “Property.” The new service would allow Mr. Hepworth to access water from the Burley Irrigation District approved point of delivery.

East End currently has three phase power located near the west corner of the property, approximately 2,750’ west of Mr. Hepworth’s requested service location. In order for East End to serve the property with the necessary three phase power service, Mr. Hepworth would need to pay to have East End’s existing three phase distribution line extended for approximately 2,750’.

Mr. Hepworth’s property is adjacent to United Electric’s service area. United Electric has three phase power approximately 200 feet from the desired irrigation pump’s location and approved point of delivery. Please see Attachment 2 to view maps illustrating the location of United Electric’s lines, East End’s lines, and the property.

It is less expensive for Mr. Hepworth to interconnect to United Electric’s system for three-phase service to the irrigation pump than it is to interconnect to East End’s system for the same. Mr. Hepworth also has one or more service accounts with United Electric.

II. TERRITORY ALLOCATION AGREEMENT

The Parties have entered into this Agreement to allow United Electric to provide three-phase electric service to Aaron Hepworth at the following Property: The NE ¼ of the NE ¼, Section 16 lying South and East of the Southside Canal, Township 9 South, Range 25 East of the Boise Meridian, Cassia County, Idaho. Notwithstanding East End’s right to be the sole provider

of electric service to the Property pursuant to Section 61-332C of the Act, by the Agreement, East End agrees to allow United Electric the right to provide electric service to this Property.

The Parties believe that the Agreement benefits Mr. Hepworth with lower line extension charges, will avoid duplication of facilities, and will avoid disputes between the Parties.

The Parties believe that a technical hearing is not necessary to consider the issues presented herein and respectfully request that this Application be processed under Modified Procedure, i.e., by written submissions rather than by hearing. RP 201 et seq.

III. COMMUNICATIONS AND SERVICE OF PLEADINGS

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

Randy Sneddon
East End Mutual Electric Company, LTD.
528 E Street
Rupert, Idaho 83350
eastend@pmt.org

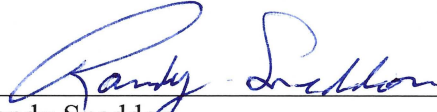
Lance A. Loveland
Attorney for United Electric Co-op, Inc.
P.O. Box 910
Burley, Idaho 83318
love9593@pmt.org

Sam Andrew
United Electric Co-op, Inc.
1330 21st Street
Heyburn, Idaho 83336
sandrew@uec.coop

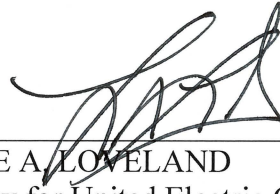
IV. CONCLUSION

East End and United Electric respectfully request the Commission approve the Territory Allocation Agreement to allow United Electric to extend its facilities to provide service to Mr. Hepworth at the above-described Property.

DATED at Rupert, Idaho, this 11 day of December 2023.



Randy Sneddon
Manager for East End Mutual Electric
Company, LTD.



LANCE A. LOVELAND
Attorney for United Electric Co-op Inc

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 21st day of December 2023 I served a true and correct copy of the within and foregoing JOINT APPLICATION upon the following named parties by the method indicated below, and addressed to the following:

United Electric Co-op, Inc.

Lance A. Loveland
PARSONS, SMITH, STONE, LOVELAND
& SHIRLEY, LLP
137 West 13th Street
P.O. Box 910
Burley, Idaho 83318

☐ Hand Delivered
☒ U.S. Mail
☐ Overnight Mail
☐ FAX
☒ Email love9593@pmt.org

Sam Andrew, Staking Technician
United Electric Co-op, Inc.
1330 21st Street
Heyburn, Idaho 83336

☐ Hand Delivered
☒ U.S. Mail
☐ Overnight Mail
☐ FAX
☒ Email sandrew@uec.coop

Customer

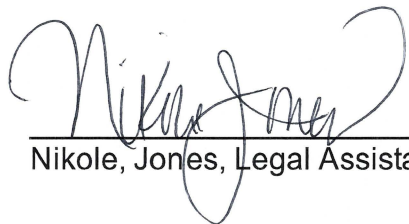
Aaron Hepworth
225 S 94 E
Burley, Idaho 83318

☐ Hand Delivered
☒ U.S. Mail
☐ Overnight Mail
☐ FAX
☒ Email aaronhepworth@yahoo.com

East End Mutual Electric Company, LTD.

Randy Sneddon
528 E Street
Rupert, Idaho 83350

☐ Hand Delivered
☒ U.S. Mail
☐ Overnight Mail
☐ FAX
☒ Email eastend@pmt.org



Nikole, Jones, Legal Assistant

**BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION**

CASE NO. ~~IPC E 23 XX~~

**ATTACHMENT 1
TERRITORY ALLOCATION AGREEMENT**

TERRITORY ALLOCATION AGREEMENT

This Territory Allocation Agreement ("Agreement") is entered into this ____ day of December 2023, by and among, United Electric Co-op, Inc., an Idaho cooperative corporation (hereinafter "United Electric"), East End Mutual Electric Company, LTD., an Idaho Non-Profit Corporation (hereinafter "East End") and Customer, Aaron Hepworth a sole proprietor, located at Cassia County, Idaho (hereinafter "Customer").

RECITALS

- A. United Electric and East End each own and operate electrical power systems that provide electric service to customers in Southern Idaho.
- B. East End and United Electric currently have specific service territories in accordance with the terms and conditions of *Idaho Code 61-332, et seq.*, the Idaho Electric Supplier Stabilization Act ("the Act").
- C. Customer owns approximately 221.55 acres located within the service territory of East End and currently has residential and irrigation service accounts with United Electric. The Customer has requested electrical service from United Electric to serve a new irrigation pump that will be constructed on the northeastern, approximate 26.90 acre portion of such parcel of land, as identified in Section 1 below and hereinafter referred to as the "Property".
- D. It is less expensive for the Customer to interconnect to United Electric's system for three-phase service to the irrigation pump than it is to East End's system. The Customer also has one or more service accounts with United Electric.
- E. East End agrees to allow United Electric to provide electrical service to the Customer's irrigation pump located at the Property and United Electric is willing to provide electrical service to the Property.

NOW THEREFORE, it is mutually understood and agreed among the parties hereto as follows:

1. Customer hereby confirms that it desires United Electric provide it with its three-phase electric service needs at the following location, to wit:

**TOWNSHIP 9 SOUTH, RANGE 25 EAST, OF THE BOISE
MERIDIAN, CASSIA COUNTY, IDAHO**

Section 16:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16 lying South and
East of the Southside Canal.

2. Notwithstanding East End's right to be the sole provider of electric service to Customer pursuant to Section 61-332C of the Act, by this Agreement, East End hereby agrees to allow United Electric the right to provide electric service to this Property pursuant to *Idaho Code* § 61-333.

3. United Electric hereby agrees to provide electric service to the Customer's Property identified in Section 1.

4. For purposes of this Agreement, the electric service to be provided to the Property by United Electric shall be deemed a "new service entrance" pursuant to the Act.

5. The right to provide electric service to this Property is deemed permanent and shall not be modified unless mutually agreed upon by and between United Electric and East End (or their successors in interest) or unless modified by statute.

6. Except for the change in electric service providers to this Property, no other modification to East End and United Electric's present service territories is made or intended by this Agreement.

7. This Agreement is subject to the approval of the Idaho Public Utilities Commission ("Commission"). In the event the Commission does not approve the territory allocation and associated electric service rights described herein, this Agreement shall be void *ab initio*.

Dated this 7 day of December, 2023.

CUSTOMER

By: [Signature]
Name: Aaron Hepworth Fresano Inc
Title: President

East End Mutual Electric Company, LTD.

By: _____
Name: Randy Sneddon
Title: Manager

UNITED ELECTRIC

By: _____
Name: _____
Title: _____

2. Notwithstanding East End's right to be the sole provider of electric service to Customer pursuant to Section 61-332C of the Act, by this Agreement, East End hereby agrees to allow United Electric the right to provide electric service to this Property pursuant to *Idaho Code* § 61-333.

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6. Except for the change in electric service providers to this Property, no other modification to East End and United Electric's present service territories is made or intended by this Agreement.

7. This Agreement is subject to the approval of the Idaho Public Utilities Commission ("Commission"). In the event the Commission does not approve the territory allocation and associated electric service rights described herein, this Agreement shall be void *ab initio*.

Dated this 11 day of December, 2023.

CUSTOMER

By: _____
Name: Aaron Hepworth
Title: _____

East End Mutual Electric Company, LTD.

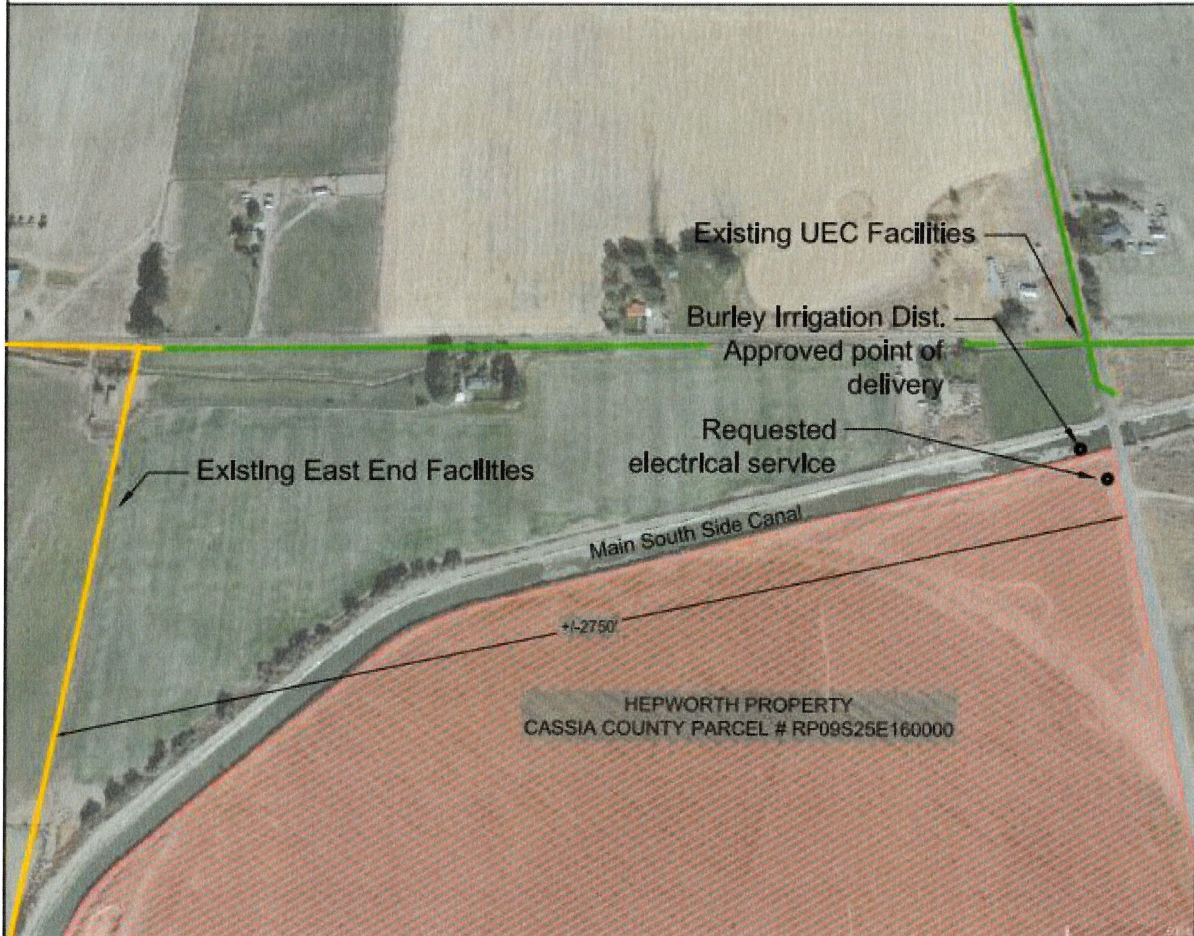
By: Randy Sneddon
Name: Randy Sneddon
Title: Manager

UNITED ELECTRIC

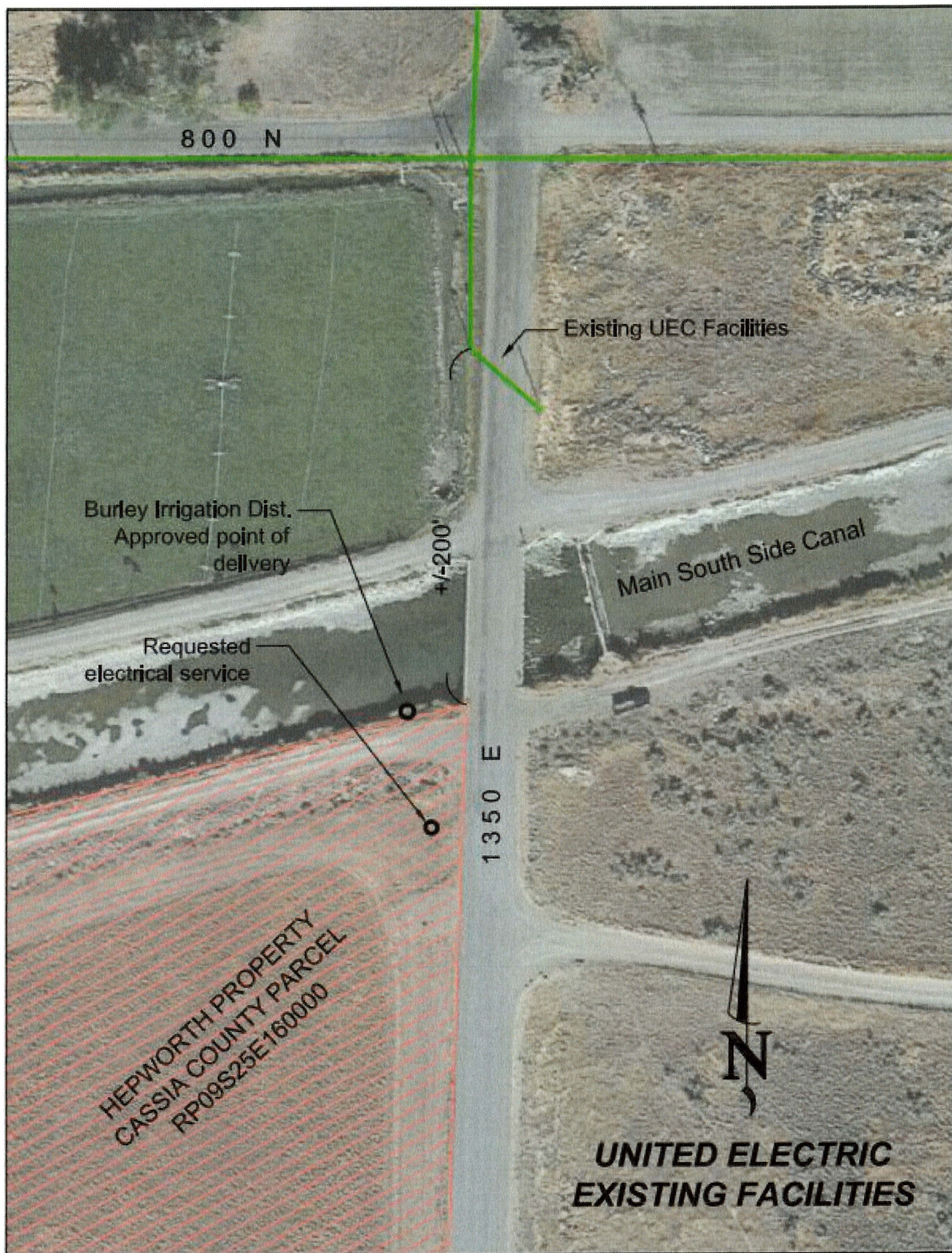
By: Michael Darrington
Name: Michael Darrington
Title: General Manager

BEFORE THE
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ATTACHMENT 2
MAPS & LEGAL DESCRIPTION



**EAST END
EXISTING FACILITIES**



Hepworth Property

A Portion of Cassia County Parcel RP09S25E160000

TOWNSHIP 9 SOUTH, RANGE 25 EAST, OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 16:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16 lying South and East of the
Southside Canal.