MNV-W-06-01

Morning View Water Company Inc. 3996 E. 200 North

P O Box 598

Rigby, Idaho 83442

208-745-0029 morningviewhomes@awest.net

FAX 745-0041

FAX COVER SHEET

To: Idaho Public Utilities Commission

Fax No. 208-334-3762

Attention: Dan Graves

From: Nolan Gneiting @ Morning View Water Company Inc.

Date: October 4, 2007

Subject: Meter Implementation

Number of Pages (including cover) 4

Notes:

Dan Graves,

As you requested I am sending a copy of the bid from HD Supply Waterworks for the meters. We have asked four different sub-contractors to bid on installation. Only one of the four has any interest in doing the job, and he has been very slow in getting us a bid. We will continue to pursue sub-contractors for bids.

I have also included information on the maintenance and repair of the wells from this summer. These do not include the pumps; they were paid for out of the contingency fund. The pumps were purchased before we applied for the rate increase and therefore that information was included in your audit.

Sincerely,

olan Military

Nolan Gneiting

Oct 04 07 10:40a N	—	5-0041	p.2
Run Date 9/27/07	HD SUPPLY WATERWORKS, LTD.		
-	1966 W Hey: Idaho Falls Telephone:		83402
9/24/07 Bid ID:	1526792 MORNINGVIEW METERS		Page 1
Sell Line Quantity Per	Description	Net Price	Extended Price
30 70 EA	5/8X3/4 MJ05 MTR USG (S) STD.	65.08	4,555.60
	REG MJ05-5AA-NAA-2 SEBILOY BDY PART # MJ05-5AA-NAA-2		1,000,000
50 35 EA	MASTMETE MJ09-1BD-AAA-2 1" COL D WATER MULTI-JET METERS - BRO NZE MAINCASE WITH DIALOG REGIS TERS AND PLASTIC LIDS US GALLO N	153.28	5,364.80
	PART # MJ09-1BD-NAA-2 3/4X1/8 MTR GASKET,NEOPRENE 1X1/8 MTR GASKET,NEOPRENE	.15 .20	22.50 15.00
	Subtotal	:	9,957.90

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 Tax:
 .00

 Bid Total:
 9,957.90

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TERMS AND CONDITIONS OF SALE

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When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site, but in all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. No claim for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be allowed unless Buyer, within 10 days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage.

Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of supply may result in a price adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.

Unless otherwise agreed in writing, payment terms are net 30 days. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may require different payment terms, including cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains a judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.

Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under this document unless in accordance with applicable export laws and regulations of the United States of America (US). Further, a Buyer that is a non-US company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with US export laws and regulations if performed by a US company or citizen. The foregoing requirements shall survive any satisfaction or termination of this document and obligations hereunder.

Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including all actual attorneys' and paralegals' fees incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to The Home Depot Supply, Inc. or to any affiliate of The Home Depot Supply, Inc.

This document and the account and business relationship between Buyer and Seller shall be governed and construed in accordance with the laws of Florida without regard to conflicts of laws. Subject to the foregoing, Buyer and Seller agree that any legal action brought by either as a result of the account or business relationship between Buyer and Seller shall be brought in the venue of the state where the sales from Seller to Buyer occurred, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

If Buyer fails to comply with these Terms and Conditions of Sale, Seller may terminate or restrict any order upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes.

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