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Idaho Public Utilities Commission
Office of the Secretary
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JUL 6 - 2007

Boise, Idaho

Attorneys for United Water Idaho Inc.

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF)
UNITED WATER IDAHO INC., FOR)
AUTHORITY TO AMEND AND REVISE)
CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY NO. 143 AND FOR)
APPROVAL OF A SPECIAL FACILITIES)
AGREEMENT WITH AVIMOR LLC.)

CASE NO. UWI-W-07-01

**COMPLIANCE FILING AND
MOTION**

COMES NOW UNITED Water Idaho Inc., (“United Water”) in compliance with Order No. 30345, and files an Amended Special Facilities Agreement (“ASFA”) which is intended to meet the Commission’s objections to the Special Facilities Agreement (“SFA”) as originally filed. United Water moves the Commission for an Order approving the ASFA. In support thereof, United Water respectfully shows as follows, to wit:

I.

In the SFA as originally filed herein, it was agreed between United Water and Avimor, LLC (“Avimor”) that the cost of certain transmission facilities would be treated as Advances in Aid of Construction and those amounts would be potentially eligible for refunds from United Water.

II.

In Order No. 30345 the Commission disapproved of this proposed treatment, but stated, “Accordingly, the Commission does not approve the SFA as filed, but will approve it if amended to require the entire transmission main be contributed by Avimor.” Order No. 30345, pg. 9.

III.

Upon review of the SFA it was determined that the most expedient method of amending the SFA to meet the Commission’s objection was to remove the phrase “on-site main,” from the sub-paragraph of Paragraph 5 of the SFA dealing with advanced plant and to then insert that phrase in the sub-paragraph of Paragraph 5 of the SFA dealing with contributed plant.

IV.

Attached hereto as Exhibit A is the ASFA incorporating the changes identified above and executed by the parties.

VI.

Exhibit B attached hereto, shows the changes incorporated in the ASFA in legislative format, for ease of reference.

VII.

Because this Compliance Filing is intended to accomplish nothing more than submission for approval of an ASFA that meets the Commission’s objections in Order No. 30345, United Water respectfully requests that it be processed pursuant to the procedures contained in RP 133, Tariffs Submitted Pursuant to Order. That is, after review by Staff and upon receiving confirmation from Staff that the ASFA meets the objections contained in Order No. 30345 that the Commission enter its Order approving the ASFA without further process or procedure.

WHEREFORE United Water respectfully requests that the ASFA attached hereto as Exhibit A be approved.

DATED this 6th day of July, 2007.

UNITED WATER IDAHO INC.

By: 

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F: 208.336.6912

Attorney for United Water

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of July, 2007, I caused to be served, via the method(s) indicated below, true and correct copies of the foregoing document, upon:

Jean Jewell, Secretary	Hand Delivered	<input checked="" type="checkbox"/>
Idaho Public Utilities Commission	U.S. Mail	<input type="checkbox"/>
472 West Washington Street	Fax	<input type="checkbox"/>
P.O. Box 83720	Fed. Express	<input type="checkbox"/>
Boise, ID 83720-0074	Email	<input type="checkbox"/>
<u>jjewell@puc.state.id.us</u>		

Weldon Stutzman	Hand Delivered	<input checked="" type="checkbox"/>
Deputy Attorney General	U.S. Mail	<input type="checkbox"/>
Idaho Public Utilities Commission	Fax	<input type="checkbox"/>
472 W. Washington	Fed. Express	<input type="checkbox"/>
Boise, ID 83702	Email	<input type="checkbox"/>

Bruce Smith	Hand Delivered	<input type="checkbox"/>
MOORE, SMITH, BUXTON & TURCKE	U.S. Mail	<input checked="" type="checkbox"/>
950 W. Bannock, Suite 520	Fax	<input type="checkbox"/>
Boise, ID 83702-5716	Fed. Express	<input type="checkbox"/>
	Email	<input type="checkbox"/>

John R. Hammond Jr.	Hand Delivered	<input type="checkbox"/>
BATT & FISHER	U.S. Mail	<input checked="" type="checkbox"/>
P.O. Box 1308	Fax	<input type="checkbox"/>
Boise, ID 83701	Fed. Express	<input type="checkbox"/>
	Email	<input type="checkbox"/>

BY: Heather Hunk, legal asst.
MCDEVITT & MILLER LLP

AMENDMENT TO SPECIAL FACILITIES AGREEMENT

This AMENDMENT TO SPECIAL FACILITIES AGREEMENT (“Amendment”) is made and entered into by and between United Water Idaho Inc., (“United Water”) and Avimor, LLC (“Avimor”):

WHEREAS United Water and Avimor have previously executed a Special Facilities Agreement (“SFA”), dated January 4, 2007.

WHEREAS the SFA was, on January 10, 2007, submitted to the Idaho Public Utilities Commission (“Commission”) for review in Case No. UWI-W-07-01.

WHEREAS on June 19, 2007, the Commission issued Order No. 30345 in Case No. UWI-W-07-01, which Order approved in part and disapproved in part the SFA.

WHEREAS, pursuant to Paragraph 16 of the SFA, United Water and Avimor desire to amend the SFA such that it meets the objections of the Commission contained in Order No. 30345.

NOW, THEREFORE, in consideration of the promises, and of the covenants and mutual promises herein contained THE PARTIES HERETO AGREE AS FOLLOWS:

1. Paragraph 5 of the SFA entitled **Advances and Contributions for the System Expansion** as written is withdrawn and held for naught.

2. Paragraph 5 of the SFA entitled **Advances and Contributions for the System Expansion** is hereby amended to read as follows:

Avimor shall advance to the Company upon the execution hereof the sum of One-Hundred-Fifty-Four-Thousand-Six-Hundred Dollars (\$154,600.00), in cash, which represents the estimated cost of the Company’s direct charges for engineering, inspection, accounting, legal, and administrative costs, chargeable to the System Extension. Such amount shall be subject to reconciliation after completion of the System Extension and all such costs are known and the difference shall be either refunded to or collected from Avimor without interest.

Avimor will be responsible for funding all System Extension Facilities required to serve the Project listed below:

- Approximately 30,500 feet of 16-inch transmission main
- 1-intermediate booster station
- 1-600,000 gallon storage reservoir
- Associated communications and control equipment
- Land, easements, inspection, project management, and all other required appurtenances

Avimor's total cost of construction and installation of the said System Extension as described above is estimated to be \$6,308,805.00.

The parties understand and agree that of the approximately 30,500 feet of transmission water main line extension to and within the Project, approximately 18,000 feet will be classified as "on-site main", and approximately 12,500 feet will be classified as "off-site main". This delineation between on-site and off-site main is as shown on the attached **Exhibit A**.

At the request of the Company, the intermediate booster station will be oversized and so equipped to enable the Company to utilize the intermediate booster station to provide emergency supply redundancy to the Company's existing Hidden Springs customers. The total cost of the booster station over sizing is estimated to be \$63,000. The Company shall refund Avimor for the cost of the over sizing as outlined in Paragraph 9 below.

The Company and Avimor have agreed to use RS Means Heavy Construction Cost - 2006 (20th edition) to estimate the over sizing cost for the booster station. The over sizing has been estimated using RS Means data as shown on **Exhibit D - Plant Account Summary**. After the System Extension has been constructed, the over sizing will be recalculated based on the actual construction cost and the methodologies described in **Exhibit D** for the booster station.

All costs for the construction of the aforesaid booster station (less the cost of over sizing), storage reservoir, and associated facilities, including the Company's direct engineering, inspection, accounting, legal, and administrative costs, charged to these portions of the System Extension, shall be paid for by Avimor, and shall be recorded on the Company's books as an advance in aid of construction. These actual costs shall be referred to as the "advanced cost of the System Extension".

All costs for the construction of the aforesaid "on-site main", "off-site main" and associated facilities, including the Company's direct engineering, inspection, accounting, legal, and administrative costs charged to these portions of the System Extension, shall be paid for by Avimor, and shall be recorded on the Company's books as a contribution in aid of construction. These actual costs shall be referred to as the "contributed cost of the System Extension".

3. In all other respects the SFA is re-affirmed as first written.

4. This Amendment shall be effective on the date the Commission enters its Order approving this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives this 5 day of July, 2007.

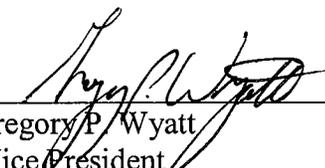
UNITED WATER IDAHO INC.:

AVIMOR, LLC:

By: SunCor Idaho, Inc.

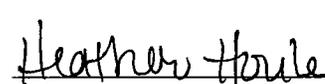
Its: Sole Member

By:


Gregory P. Wyatt
Vice President

By:


Dan Richter
President


Heather Houle
Witness


Robert Mortensen
Witness

Robert Mortensen

5. **Advances and Contributions for the System Extension.** Avimor shall advance to the Company upon the execution hereof the sum of One-Hundred-fifty-Four-Thousand-Six-Hundred Dollars (\$154,600.00), in cash, which represents the estimated cost of the Company's direct charges for engineering, inspection, accounting, legal, and administrative costs, chargeable to the System Extension. Such amount shall be subject to reconciliation after completion of the System Extension and all such costs are known and the difference shall be either refunded to or collected from Avimor without interest.

Avimor will be responsible for funding all System Extension facilities required to serve the Project listed below:

- Approximately 30,500 feet of 16-inch transmission main
- 1-intermediate booster station
- 1-600,000 gallon storage reservoir
- Associated communications and control equipment
- Land, easements, inspection, project management, and all other required appurtenances

Avimor's total cost of construction and installation of the said System Extension as described above is estimated to be \$6,308,805.00.

The parties understand and agree that of the approximately 30,500 feet of transmission water main line extension to and within the Project, approximately 18,000 feet will be classified as "on-site main", and approximately 12,500 feet will be classified as "off-site main". This delineation between on-site and off-site main is as shown on the attached **Exhibit A**.

At the request of the Company, the intermediate booster station will be oversized and so equipped to enable the Company to utilize the intermediate booster station to provide emergency supply redundancy to the Company's existing Hidden Springs customers. The total cost of the booster station over sizing is estimated to be \$63,000. The Company shall refund Avimor for the cost of the over sizing as outlined in Paragraph 9 below.

The Company and Avimor have agreed to use RS Means Heavy Construction Cost - 2006 (20th edition) to estimate the over sizing cost for the booster station. The over sizing has been estimated using RS Means data as shown on **Exhibit D - Plant Account Summary**. After the System Extension has been constructed, the over sizing will be recalculated based on the actual construction cost and the methodologies described in **Exhibit D** for the booster station.

All costs for the construction of the aforesaid booster station (less the cost of over sizing), storage reservoir, and associated facilities, including the Company's direct engineering, inspection, accounting, legal, and administrative costs, charged to these portions of the System Extension, shall be paid for by Avimor, and shall be recorded on

Deleted: on-site main.

the Company's books as an advance in aid of construction. These actual costs shall be referred to as the "advanced cost of the System Extension"

| All costs for the construction of the aforesaid "on-site main", "off-site main" and associated facilities, including the Company's direct engineering, inspection, accounting, legal, and administrative costs charged to these portions of the System Extension, shall be paid for by Avimor, and shall be recorded on the Company's books as a contribution in aid of construction. These actual costs shall be referred to as the "contributed cost of the System Extension".