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2010 JAN 27 PM 12:02 Chas. F. McDevitt
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IDAHO PUBLIC
UTILITIES COMMISSION

January 27, 2010

Via Hand Delivery

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 W. Washington St.
Boise, Idaho 83720

**Re: Case No. UWI-W-09-01
General Rate Case Filing**

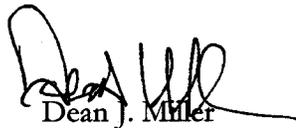
Dear Ms. Jewell:

Enclosed for filing, please find the original and seven (7) copies of the Settlement Stipulation regarding the above referenced matter. Also enclosed are nine (9) copies of the Supplemental Testimony of Gregory P. Wyatt, with a copy designated as "Reporter's Copy". A computer disc containing the testimony is also enclosed.

Kindly return a file stamped copy to me.

Very Truly Yours,

McDevitt & Miller LLP


Dean J. Miller

DJM/hh
Encl.

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UTILITIES COMMISSION

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Attorneys For Commission Staff

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
OF UNITED WATER IDAHO INC. FOR) **CASE NO. UWI-W-09-1**
AUTHORITY TO INCREASE ITS RATES)
AND CHARGES FOR WATER SERVICE IN) **SETTLEMENT STIPULATION**
THE STATE OF IDAHO)
)

This Settlement Stipulation (Stipulation) is entered into by and among United Water Idaho Inc, (United Water, Company), the Staff of the Idaho Public Utilities Commission (Staff) and the Community Action Partnership Association of Idaho (CAPAI), the sole intervenor in this case (collectively, Parties).

INTRODUCTION

1. The Parties agree the Stipulation represents a fair, just and reasonable compromise of the issues raised in United Water's Application for an increase in water service rates, and the Stipulation is in the public interest. The Parties believe the Stipulation and its acceptance by the Idaho Public Utilities Commission (Commission) represents a reasonable resolution of the several issues identified in this matter. The Parties, therefore, recommend that the Commission, in accordance with Rule of Procedure (RP) 274, approve the Stipulation and all of its terms and conditions without material change or condition.

BACKGROUND

2. On September 3, 2009, United Water filed an Application seeking authority to increase the Company's rates for water service in the State of Idaho an average of 15.21%. If approved, the Company's revenues would increase approximately \$5.6 million annually. The Company proposed that the rate increase be spread equally across all rate elements and customer classes. The Company requested that new rates become effective October 3, 2009. Previously, on July 16, 2009, the Commission issued Order No. 30865 approving the filing of the Application without an accompanying cost of service study.

3. On September 13, 2009, the Commission issued Order No. 30901 suspending United Water's proposed effective date for a period of 30 days plus 5 months from October 3, 2009.

4. On October 27, 2009, the Commission issued Order No. 30933 granting CAPAI's Petition for Intervention. On the same day, the Commission issued Order 30934 establishing a procedural schedule, including a technical hearing to commence on March 4, 2010.

5. After the filing of the Application, Commission Staff conducted a thorough audit and investigation of the Company's Application. In addition to numerous audit requests, Commission Staff propounded to United Water almost 250 Production Requests, to which United Water provided timely responses. CAPAI also propounded to United Water several Production Requests, to which United Water provided timely responses.

6. On January 11 and 12, 2010, representatives of the Parties met to engage in settlement discussions in accordance with RP 272 with a view toward resolving the issues in this case.

7. Based on the settlement discussions, as a compromise of the positions in this case, and for other considerations as set forth below, the Parties agree to the following terms.

TERMS OF THE STIPULATION

8. Fair Resolution. The settlement is reached as a fair resolution to several disputed issues between the parties, recognizing that neither party was likely to prevail on every issue at hearing. The settlement results in a revenue increase that is reasonable, but without resolving specific issues which were in dispute between the Company and Staff.

9. Revenue Requirement. Regarding United Water's revenue requirement, the Parties agree that United Water should be allowed to implement revised tariff schedules, in the form attached hereto as Exhibit A, to recover \$3,660,000 in additional revenue effective March 1, 2010, which is an overall increase of 9.9%, and to recover an additional \$640,000 effective February 1, 2011, which is an additional increase of 1.7%. The Parties have agreed to this phased-in recovery of the total agreed increase, taking into account unfortunate economic conditions currently prevailing in Ada County, Idaho.

10. Rate Spread and Rate Design. As reflected by Exhibit A, the Parties agree that the additional revenue requirement should be recovered by implementing tariffs which increase rates and charges (except incidental service charges) for all customers by a uniform percentage amount. The uniform percentage increase shall apply equally to the customer charge and volume charge as contained in United Water's tariffs.

11. Rate Case Moratorium. United Water agrees that it will not file a general revenue requirement rate case Application prior to June 1, 2011.

12. Idaho Power Company Power Cost Recovery (PCA) deferral. The Parties agree that until March 1, 2010, United Water will continue its current method to account for Idaho Power PCA costs. Amounts deferred as of March 1, 2010, shall then be amortized over a three year period. From and after March 1, 2010, the Company shall defer for later amortization all amounts billed by Idaho Power Company under its PCA. The carrying charge on the unamortized balance shall be the interest rate determined by the Commission as the interest rate on customer deposits pursuant to Rule 106 of the Commission's Customer Relations Rules, IDAPA 31.01.21.

13. Other Deferrals. The Parties agree that the Commission's Final Order in this matter may also approve the following deferrals and amortization periods:

- a. Rate Case Expense: The Company's actual rate case expense incurred in this case may be deferred and amortized over a three year period beginning March 1, 2010;
- b. Tank Paintings: Expense incurred by the Company for the painting and rehabilitation of the Ustick, Crestline and Steelhead water storage reservoirs may be deferred and amortized over a twenty year period beginning March 1, 2010;

- c. Conservation Plan and Implementation Expense: Until March 1, 2010, United Water shall continue to defer expenses associated with implementation of its Commission approved Conservation Plan and may thereafter amortize the deferred balance over a three year period. The Parties agree that the Commission's Final Order in this matter may recognize that expenses associated with the Conservation Plan and its implementations were reasonably incurred;
- d. Other Deferrals: Except as modified by this Stipulation, the Company may defer and amortize other deferrals previously authorized in Case No. UWI-W-04-04 and Case No. UWI-W-06-02.

14. Budget Bill. The Parties agree that United Water may amend its Rules and Regulations by adding thereto Sheet 17a, "Budget Bill Plan" in the form attached hereto as Exhibit B. The Company agrees to continue encouraging customers to establish e-billing when Budget Billing is established.

15. Private Fire Service Line Connections. The Parties agree that United Water may amend Paragraph 44, Sheet 18 of its Rules and Regulations, as set forth in Exhibit C, to clarify its rules on Private Fire Service Line Connections.

16. Informal Workshop. Within a reasonable time after entry of the Final Order in this matter, the Parties will convene an informal workshop. Topics for discussion shall include potential modification to the UW Cares Program which is targeted at low-income customers and other issues affecting the low-income community. The Parties also agree to informally discuss additional efforts to improve participation in conservation programs.

17. Just and Reasonable; Best Efforts. The Parties agree that this Stipulation is in the public interest and that all of its terms and conditions are fair, just and reasonable. The Parties agree to use their best efforts to obtain Commission approval of the Stipulation in order to have new rates implemented by March 1, 2010.

18. No Acknowledgement. No Party shall be bound, benefited or prejudiced by any position asserted in the negotiation of this Stipulation, except to the extent expressly stated herein, nor shall this Stipulation be construed as a waiver of the rights of any Party unless such rights are expressly waived herein. Execution of this Stipulation shall not be deemed to constitute an acknowledgement by any Party of the validity or invalidity of any particular method, theory or principle of regulation or cost recovery. No Party shall be deemed to have agreed that any method, theory or principle of regulation or cost recovery employed in arriving at this Stipulation is appropriate for resolving any issues in any other proceeding in the future. No findings of fact or conclusion of law other than those stated herein shall be deemed to be implicit in this Stipulation.

19. Commission Approval. The obligations of the Parties under this Stipulation are subject to the Commission's approval of this Stipulation in accordance with its terms and conditions.

20. Confidentiality. The Parties agree that this Stipulation represents a compromise of the positions of the Parties. Therefore, other than any testimony filed in support of the approval of this Stipulation, and except to the extent necessary for a Party to explain before the Commission its own statements and positions with respect to the Stipulation, all statements made and positions taken in negotiations relating to this Stipulation shall be confidential and will not be admissible in evidence in this or any other proceeding.

21. Best Efforts. The Parties submit this Stipulation to the Commission and recommend approval in its entirety. Parties shall support this Stipulation before the Commission, and no Party shall appeal a Commission Order approving the Stipulation or an issue resolved by the Stipulation. If this Stipulation is challenged by any person not a party to the Stipulation, the Parties to this Stipulation reserve the right to file testimony, cross-examine witnesses, and put on such case as they deem appropriate to respond fully to the issues presented, including the right to raise issues that are incorporated in the settlements embodied in this Stipulation.

Notwithstanding this reservation of rights, the Parties to this Stipulation agree that they will continue to support the Commission's adoption of the terms of this Stipulation.

22. Right to Withdraw. If the Commission rejects any part or all of this Stipulation, or imposes any additional material conditions on approval of this Stipulation, each Party reserves the right, upon written notice to the Commission and the other Parties to this proceeding, within fourteen (14) days of the date of such action by the Commission, to withdraw from this Stipulation. In such case, no Party shall be bound or prejudiced by the terms of this Stipulation, and each Party shall be entitled to seek reconsideration of the Commission's Order, file testimony as it chooses, cross-examine witnesses, and do all other things necessary to put on such case as it deems appropriate.

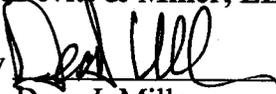
23. Counterparts. This Stipulation may be executed in counterparts and each signed counterpart shall constitute an original document.

Respectfully submitted this 27th day of January, 2010.

Idaho Public Utilities Commission

By _____
Weldon B. Stutzman
Kristine Sasser
Deputy Attorneys General
Attorneys for Commission Staff

McDevitt & Miller, LLP

By  _____
Dean J. Miller
Attorneys for United Water Idaho Inc.

Brad Purdy Law Office

By  _____
Brad M. Purdy
Attorney for Community Action Partnership Association
of Idaho

Respectfully submitted this 27th day of January, 2010.

Idaho Public Utilities Commission

By Kristine Sasser
Weldon B. Stutzman
Kristine Sasser
Deputy Attorneys General
Attorneys for Commission Staff

McDevitt & Miller, LLP

By _____
Dean J. Miller
Attorneys for United Water Idaho Inc.

Brad Purdy Law Office

By _____
Brad M. Purdy
Attorney for Community Action Partnership Association
of Idaho

UNITED WATER IDAHO INC.

**SCHEDULE NO. 1
GENERAL METERED SERVICE**

Availability: To all metered customers not served under a separate schedule.

<u>Customer Charges:</u>	<u>Bi-Monthly Per Meter Charge</u>	<u>Bi-Monthly Per Meter Charge</u>
<u>Meter Size</u>		
5/8"-3/4	\$16.21	\$17.81
1"	\$21.31	\$23.42
1"-1/4" and 1-1/2"	\$34.53	\$37.95
2" or multiple meters of equivalent capacity	\$49.85	\$54.78
3" or multiple meters of equivalent capacity	\$91.58	\$100.65
4" or multiple meters of equivalent capacity	\$145.76	\$160.19
6" or multiple meters of equivalent capacity	\$280.52	\$308.29
8" or multiple meters of equivalent capacity	\$423.17	\$465.06
10" or multiple meters of equivalent capacity	\$591.57	\$650.13

<u>Volume Charge:</u>	<u>Winter Rates</u>	<u>Winter Rates</u>
For all water used less than 3CCF (100 cubic Feet) (CCF)(1 CCF=748 gallons):	\$1.2112	\$1.3311

For all water used greater than 3CCF	-\$1.2112	\$1.3311
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<u>Volume Charge:</u>	<u>Summer Rates</u>	<u>Summer Rates</u>
For all water used less than 3CCF (100 cubic Feet) (CCF)(1 CCF=748 gallons):	\$1.2112	\$1.3311

For all water used greater than 3CCF	-\$1.5141	\$1.6640
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Conditions of Contract:

The customer shall pay the total of the customer charge plus the volume charge. The volume charge is based on all metered water for the billing period. Consumption is expressed in hundred cubic foot units or thousand gallon units as determined by the meter installed by the Company. The customer charge will be prorated whenever the customer has not been a customer for the entire billing period.

Summer Period:

The summer rate will apply to water consumed between May 1 and September 30. Meter readings straddling these dates will be prorated.

UNITED WATER IDAHO INC.

SCHEDULE NO. 1B
FLAT RATE SERVICE

Availability:

To non-metered residential customers pursuant to Residential or Multi-Family Housing Non-Contiguous Water Systems Agreement Paragraph 11(a) addressing flat rate systems.

Customer Charges:

Based on United Water Idaho residential consumption for the year ending June 1998 of 208.75 ccf, the average residential bill, assuming a 3/4" meter and 65% / 35% summer/winter split, is \$388.92. Billed bi-monthly, equals \$ 64.82.

Bi-Monthly Charge: **\$64.82** **\$ 71.24**

Conditions of Contract:

The monthly charge will be prorated whenever the customer has not been a customer for the entire billing period. The Company or the customer may convert to metered service pursuant to Subparagraphs (b) or (c) of Paragraph 11 as follows:

- (b) If Company should determine that a flat rate customer is using water in excess of the average residential customer, the Company will provide a meter setting and meter. Customer will then pay Company's metered tariff rates as approved by the IPUC, which rates may be amended from time to time.
- (c) If a customer prefers to pay Company's approved metered tariff rates, the customer shall pay the installation and material costs associated with the installation of a meter setting.

Sheet No. 3
Replacing all Previous Sheets

UNITED WATER IDAHO INC.

SCHEDULE NO. 2
PUBLIC HYDRANTS AND STREET SPRINKLING

Availability:

To the City of Boise and Ada County Highway District.

Rates:

Street Sprinkling Service

Flat Charge	\$214.98/Month	\$236.26/Month
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Miscellaneous:

Bills will be rendered monthly, bi-monthly, or at other intervals upon mutual agreement of the Company and the customer.

Hydrants and service pipes from the fitting on the Company main to the hydrants are to be installed and maintained by and at the expense of the City of Boise or Ada County Highway District.

UNITED WATER IDAHO INC.

SCHEDULE NO. 3
PRIVATE FIRE SPRINKLER AND SERVICE

Availability:

To all customers who have sprinkler systems and/or inside hose connections for fire fighting purposes.

Rate:

For service through a separate line for fire fighting purposes.

For 3" service or smaller, per month	\$ 14.19	\$15.59
For 4" service per month	21.51	\$23.64
For 6" service per month	53.42	\$58.71
For 8" service per month	87.77	\$96.46
For 10" service per month	136.88	\$150.43
For 12" service per month	205.02	\$225.32

Miscellaneous:

Provided that if the installation of a private fire service shall require an extension of the existing mains of the company, the cost of such extension shall be borne by the customer.

All private fire services shall be equipped with sealed gate valves or thermal automatic openings.

Meters may be placed on fire services by the utility at any time; however, metered rates will not apply unless improper use of water is disclosed, and if such be the case, usage will be billed to the consumer under Rate Schedule No. 1.

Sheet No. 5
Replacing all Previous Sheets

UNITED WATER IDAHO INC.

**SCHEDULE NO. 4
PRIVATE FIRE HYDRANT SERVICE**

Availability:

To all customers having private fire hydrant installations.

Rate:

For fire hydrants installed and maintained by the customer at customer's expense:

Each fire hydrant, per month	\$8.60	\$9.45
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Miscellaneous:

Service pipe from the fitting on the company water main to the fire hydrant is to be installed and maintained by the customer.

UNITED WATER IDAHO INC.

**SCHEDULE NO. 1
GENERAL METERED SERVICE**

Availability: To all metered customers not served under a separate schedule.

<u>Customer Charges:</u>	<u>Bi-Monthly Per Meter Charge</u>	<u>Bi-Monthly Per Meter Charge</u>
<u>Meter Size</u>		
5/8"-3/4	\$17.84	\$18.10
1"	\$23.42	\$23.79
1-1/4" and 1-1/2"	\$37.95	\$38.55
2" or multiple meters of equivalent capacity	\$54.78	\$55.65
3" or multiple meters of equivalent capacity	\$100.65	\$102.23
4" or multiple meters of equivalent capacity	\$160.19	\$162.71
6" or multiple meters of equivalent capacity	\$308.29	\$313.15
8" or multiple meters of equivalent capacity	\$465.06	\$472.39
10" or multiple meters of equivalent capacity	\$650.43	\$660.37

<u>Volume Charge:</u>	<u>Winter Rates</u>	<u>Winter Rates</u>
For all water used less than 3CCF (100 cubic Feet) (CCF)(1 CCF=748 gallons):	\$1.3314	\$1.3521

For all water used greater than 3CCF	\$1.3314	\$1.3521
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<u>Volume Charge:</u>	<u>Summer Rates</u>	<u>Summer Rates</u>
For all water used less than 3CCF (100 cubic Feet) (CCF)(1 CCF=748 gallons):	\$1.3314	\$1.3521

For all water used greater than 3CCF	\$1.6640	\$1.6902
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Conditions of Contract:

The customer shall pay the total of the customer charge plus the volume charge. The volume charge is based on all metered water for the billing period. Consumption is expressed in hundred cubic foot units or thousand gallon units as determined by the meter installed by the Company. The customer charge will be prorated whenever the customer has not been a customer for the entire billing period.

Summer Period:

The summer rate will apply to water consumed between May 1 and September 30. Meter readings straddling these dates will be prorated.

UNITED
 Issued Per IPUC Order No.
 Effective –February 1, 2011

Issued by UNITED WATER IDAHO INC.
 Gregory P. Wyatt, Vice President
 8248 West Victory Road, Boise, ID

UNITED WATER IDAHO INC.

SCHEDULE NO. 1B
FLAT RATE SERVICE

Availability:

To non-metered residential customers pursuant to Residential or Multi-Family Housing Non-Contiguous Water Systems Agreement Paragraph 11(a) addressing flat rate systems.

Customer Charges:

Based on United Water Idaho residential consumption for the year ending June 1998 of 208.75 ccf, the average residential bill, assuming a 3/4" meter and 65% / 35% summer/winter split, is \$388.92. Billed bi-monthly, equals \$ 64.82.

Bi-Monthly Charge: **\$71.27** **\$ 72.36**

Conditions of Contract:

The monthly charge will be prorated whenever the customer has not been a customer for the entire billing period. The Company or the customer may convert to metered service pursuant to Subparagraphs (b) or (c) of Paragraph 11 as follows:

- (b) If Company should determine that a flat rate customer is using water in excess of the average residential customer, the Company will provide a meter setting and meter. Customer will then pay Company's metered tariff rates as approved by the IPUC, which rates may be amended from time to time.
- (c) If a customer prefers to pay Company's approved metered tariff rates, the customer shall pay the installation and material costs associated with the installation of a meter setting.

Sheet No. 8
Replacing all Previous Sheets

UNITED WATER IDAHO INC.

SCHEDULE NO. 2
PUBLIC HYDRANTS AND STREET SPRINKLING

Availability:

To the City of Boise and Ada County Highway District.

Rates:

Street Sprinkling Service

Flat Charge	\$236.26 /Month	\$239.98 /Month
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Miscellaneous:

Bills will be rendered monthly, bi-monthly, or at other intervals upon mutual agreement of the Company and the customer.

Hydrants and service pipes from the fitting on the Company main to the hydrants are to be installed and maintained by and at the expense of the City of Boise or Ada County Highway District.

UNITED
Issued Per IPUC Order No.
Effective – February 1, 2011
Stipulation Exhibit A Page 8 of 10

Issued by UNITED WATER IDAHO INC.
Gregory P. Wyatt, Vice President
8248 West Victory Road, Boise, Idaho

UNITED WATER IDAHO INC.

SCHEDULE NO. 3
PRIVATE FIRE SPRINKLER AND SERVICE

Availability:

To all customers who have sprinkler systems and/or inside hose connections for fire fighting purposes.

Rate:

For service through a separate line for fire fighting purposes.

For 3" service or smaller, per month	\$ 15.59	\$15.84
For 4" service per month	23.64	\$24.01
For 6" service per month	58.71	\$59.63
For 8" service per month	96.46	\$97.98
For 10" service per month	150.43	\$152.80
For 12" service per month	225.32	\$228.87

Miscellaneous:

Provided that if the installation of a private fire service shall require an extension of the existing mains of the company, the cost of such extension shall be borne by the customer.

All private fire services shall be equipped with sealed gate valves or thermal automatic openings.

Meters may be placed on fire services by the utility at any time; however, metered rates will not apply unless improper use of water is disclosed, and if such be the case, usage will be billed to the consumer under Rate Schedule No. 1.

Sheet No. 10
Replacing all Previous Sheets

UNITED WATER IDAHO INC.

SCHEDULE NO. 4
PRIVATE FIRE HYDRANT SERVICE

Availability:

To all customers having private fire hydrant installations.

Rate:

For fire hydrants installed and maintained by the customer at customer's expense:

Each fire hydrant, per month	\$9.45	\$9.60
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Miscellaneous:

Service pipe from the fitting on the company water main to the fire hydrant is to be installed and maintained by the customer.

UNITED WATER IDAHO INC.

BUDGET BILL PLAN

41. **Residential Budget Bill Plan**: A Budget Bill Plan is available to Residential Customers, as defined in paragraph 51 of these Rules, desiring to levelize payments for water service. A Residential customer may enroll in the Budget Bill Plan at any time during the year. To be eligible for the Budget Bill Plan, the customer must have a minimum of 12 consecutive months of service at the current location and have no past due balance owing at the time of enrollment. Residential Budget Bill Plan participants will receive monthly billing statements, though their meters will continue to be read on a bi-monthly basis.

The levelized monthly payment will approximate the 12 month average of the most current 6 bi-monthly bills. Budget Bill Plan amounts will be recalculated annually at the 12-month anniversary of the date the customer began paying the most current Budget Bill amount. The new monthly payment will be the recalculated Budget Bill amount. A customer's Budget Bill amount may decrease, increase, or remain the same from year to year.

Customers with a negative (underpaid) balance in their Budget Bill Plan account at the time of recalculation will have new monthly Budget Bill Plan charges equal to the recalculated Budget Bill amount plus one-twelfth of the negative balance. At the customer's option, a negative balance may be paid in full and disregarded for purposes of calculating the next period's Budget Bill amount. If the negative balance exceeds 25% of the estimated annual bill for the ensuing annual period, the Company may request that the negative balance be paid in full. Customers with a positive balance exceeding \$25 in their Budget Bill Plan account at the time of recalculation may be refunded at the customer's request. If no request for refund is made, the monthly Budget Bill Plan charge will be equal to the recalculated Budget Bill Plan amount reduced by one-twelfth of the positive balance. Upon termination of the Budget Bill Plan agreement, after all charges for services are paid, positive balances will be refunded at the customer's option.

Estimates of future costs based on historical charges furnished by the Company with such Budget Bill Plan should not be construed by the customer as a guarantee that the total actual charges will not exceed the estimates. In the event of a significant change in rates for water service or substantial deviation from the customer's historical water consumption, the Company may at any time submit a revised estimate to the customer and require that the customer pay the revised monthly Budget Bill installment amount as a condition of continuation in the Budget Bill Plan.

The Budget Bill amount will be billed monthly. Once established, the Budget Bill Plan will remain in effect from year to year until the customer notifies the Company not less than 30 days prior to the desired date of cancellation or unless the customer fails to pay the Budget Bill amount.

UNITED WATER IDAHO INC.

RULES AND REGULATIONS GOVERNING THE RENDERING OF SERVICE (cont'd)

- E. Return the meter to the Company in the time frame outlined in the permit and agree that the customer is responsible for any damage to the meter or fire hydrant resulting from misuse or negligence on their part.

FIRE PROTECTION

43. Water from fire hydrants or other fire fighting facilities shall be used only for fire fighting purposes and for water sold pursuant to Rule No. 42.

44. All private fire service connections from the main to inside the curb line or Company right-of-way ~~the property line~~, including all valves, shall be furnished and installed by the Company.

45. The Company reserves the right to require a meter and appropriate backflow prevention device to be furnished and installed by the customer on any fire service connection. The meter and required backflow prevention device shall be inspected and approved by the Company prior to providing service.

MISCELLANEOUS

46. The authorized employees and agents of the Company shall have the right of access, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, and with approval of the customer, to the premises supplied with water for the purpose of reading meters, examining pipes and fixtures, observing manner of using water, and for any other purpose which is proper and necessary in the conduct of the Company's business. Such employees and agents shall carry proper credentials evidencing their employment by the Company.

47. Except in case of an emergency, no one other than Company personnel shall open or close any of the Company's curb stops or valves in any public or private line.

48. The Company reserves the right to alter or amend these Rules and Regulations in the manner provided by law.

DEFINITIONS

49. The word "Company" as used herein shall mean United Water Idaho Inc. acting through its properly authorized officers, agents or employees, each acting within the scope of the particular duties entrusted to them.

50. "Customer" shall be the party contracting for a supply of water through a single meter and service through each meter shall be considered, for billing purposes, as service to a separate customer.