SCOTT WOODBURY

DEPUTY ATTORNEY GENERAL

IDAHO PUBLIC UTILITIES COMMISSION

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ATTORNEY FOR THE COMMISSION STAFF

BEFORE  THE  IDAHO  PUBLIC  UTILITIES  COMMISSION

IN THE MATTER OF THE JOINT )

APPLICATION OF UNITED WATER) CASE  NO.  UWI-W-97-4

IDAHO INC. AND THE CITY OF EAGLE)

FOR APPROVAL OF A SPECIAL) FIRST PRODUCTION

CONTRACT FOR SUPPLY OF WATER)    REQUEST OF THE

TO THE CITY OF EAGLE. )COMMISSION STAFF

)TO UNITED WATER

)IDAHO INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

The Staff of the Idaho Public Utilities Commission by and through its attorney of record, Scott Woodbury, Deputy Attorney General, requests United Water Idaho Inc. (UWI) provide the following documents and information, pursuant to Commission Rule of Procedure 225, IDAPA 31.01.01.225, on or before  FRIDAY, AUGUST 15, 1997.

This production request is to be considered as continuing, and United Water Idaho Inc. is requested to provide by way of supplementary responses, additional documents that you or any person acting on your behalf may later obtain that will augment the documents produced.

Please provide answers to each question; supporting work papers that provide detail or are the source of information used in calculations; the name and telephone number of the person preparing the documents; and the name, location and telephone number of the record holder.

REQUEST NO. 1:  The heading on page 1 of the proposed water supply Agreement states:  “Agreement To Provide Supplemental Water For Fire Flows.”  However, recital number 1 states:  “United Water agrees to provide to City additional water and supplemental fire flow as hereinafter set forth.”  Under what conditions will United Water (UWI) provide water to the City’s system?

REQUEST NO. 2:  Please describe the new facilities within UWI’s certificated area that will be required for the Company to provide water service under the proposed Agreement.

a.  What will the facilities cost?

b.  Who will pay for the facilities?

c.  How will the Company account for same?

REQUEST NO. 3:  What existing UWI facilities are needed to provide service to the City under the proposed Agreement?  What is the estimated cost of those facilities?

REQUEST NO. 4:  The proposed water supply Agreement states that the City will pay as billed monthly, for actual flow through the meter, at the metered tariff rates.  Current tariffed rates consist of a customer charge based on meter size and a commodity charge billed on a bi-monthly basis.  Exactly what charges will apply and how often will the City be billed?

REQUEST NO. 5:  What is UWI’s estimated current excess water supply capacity in the Eagle area?

REQUEST NO. 6: Are there any limitations under this Agreement with respect to water capacity, water quality or water volume?  Has the Company or the City made any estimate as to the daily, monthly or yearly volume of water that may ultimately be required by the City under this Agreement?

REQUEST NO. 7:  The Agreement, paragraph 8(c), cites that it is the entire agreement between the parties in connection with the transactions contemplated and that it supersedes all previous or contemporaneous communications, representations or agreements.  Are there no related oral or written understandings or agreements between United Water (and/or EM2) and the

City regarding the financing of the required main extension from the municipal water system to the Floating Feather well?  If so, please provide a summary of the collateral agreement(s)  (or understanding) and copies of any and all related documentation.

If there is no collateral agreement or understanding, have there been any discussions regarding same?  Has United Water (and/or EM2) offered to commit itself to any course of action, financial or otherwise regarding the proposed water supply Agreement?

DATED at Boise, Idaho, this              day of August 1997.

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Scott Woodbury

Deputy Attorney General

Technical Staff:

Randy Lobb

SW:RL:gdk/uwiw974.swr/umisc/pr