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UTILITIES COMMISSION

Via hand delivery

Molly O'Leary

Tel: 208-938-7900 Fax: 208-938-7904 molly@richardsonandoleary.com

P.O. Box 7218 Boise, ID 83707 - 515 N. 27th St. Boise, ID 83702

18 July 17, 2008

Ms. Jean Jewell **Commission Secretary** Idaho Public Utilities Commission P O Box 83720 Boise ID 83720-0074

RE: Case No. EAG-W-08-01

Dear Ms. Jewell:

I am enclosing an original and five (5) copies of the REPORT OF EAGLE WATER TO THE IDAHO PUBLIC UTILITIES COMMISSION in the above case.

Sincerely,

Nina Curtis

Richardson & O'Leary, PLLC

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MOLLY O'LEARY (ISB # 4298) Richardson & O'Leary PLLC 515 North 27th Street P.O. Box 7218 Boise, Idaho 83707 Telephone: (208) 938-7900

2000 JUL 18 AM 11: 30 IDAHO PUBLIC UTILITIES COMMISSION

Fax: (208) 938-7904

Attorneys for Eagle Water Company, Inc.

BEFORE THE

IDAHO PUBLIC UTILITIES COMMISSION

FLOATING FEATHER PARTNERS, LLC,)
COMPLAINANT) CASE NO. EAG-W-08-01) REPORT OF EAGLE WATER TO THE
vs.) IDAHO PUBLIC UTILITIES) COMMISSION
EAGLE WATER COMPANY, INC.)
RESPONDENT	

COMES NOW, Eagle Water Company, Inc. ("Eagle Water") and, by and through undersigned counsel of record, files this Report to the Commission in accordance with Commission Order No. 30595 in the above-captioned matter.

Eagle Water entered into a final Intertie Agreement ("Agreement") with the City of Eagle, Ada County, Idaho on Saturday, July 12, 2008. See EWC Exhibit 2, attached.

Based on that Agreement, Eagle Water has been diligently proceeding with all necessary permits and related construction work to install the necessary infrastructure to: (1) comply with the Idaho Department of Environmental Quality's Consent Order dated February 24, 2006 and its subsequent letter dated July 6, 2007, accepting Eagle Water's Final Engineering Report. See PUC Exhibits 102 and 103, respectively.

To that end, Eagle Water has:

- Submitted plans on July 11, 2008 for servicing the Floating Feather Mobile
 Home Park ("the Park") to DEQ. See EWC Exhibit 3, attached. Eagle Water
 expects that it will receive DEQ approval of these plans on Friday July 18th or
 Monday, July 21st at the latest.
- 2. Secured a permit from the Ada County Highway District (ACHD) to cross old Highway 55 to install a new water main to serve the Park. *See* EWC Exhibit 4, attached.
- 3. Completed the work referenced in Item 2, above.
- 4. Received approval from ACHD for the road work necessary to construct the Intertie. *See* EWC Exhibit 5, attached.
- 5. In conjunction with Holladay Engineering Company, on behalf of the City of Eagle, submitted computer modeling to DEQ that shows that the Intertie between Eagle Water and the City of Eagle's system satisfies minimum municipal water system requirements for both systems.
- 6. Received written assurance from Mark Mason, P.E., Engineering Manager for DEQ, that he is prepared to lift the moratorium on new connections to Eagle Water's system upon completion of the Intertie construction and inspection of same by DEQ. *See* EWC Exhibit 6, attached. (DEQ's inspection must occur the same day construction takes place as ACHD requires contractors to open, backfill and re-pave any pavement disturbance in one day.)

Eagle Water will begin construction of the Intertie on Monday July 21st and complete said construction on Tuesday, July 22nd at the latest. Although construction of the Intertie itself is relatively simple, the Holladay Engineering plans approved by DEQ on August 17, 2007 (*see* EWC Exhibit 7, attached), did not address draining of 12,000 to 14,000 gallons of water from the line during construction. Thus, resolving that engineering issue has required some additional work. The current plan is to coordinate

with Wright Brothers Construction to allow it to use the excess water for soil compacting work it is doing on a "Velodrome Project" below the Intertie location.

Once the Intertie is completed (Tuesday, July 22nd at the latest), Eagle Water will return its attention to completing the water service infrastructure for the Park. That work will consist of installing approximately 100-feet of water line; installing a fire hydrant; installing a back-flow prevention device; and installing two meters for Master Meter Service to the Park under Eagle Water's Master Meter Tariff. Robert V. DeShazo, Jr., President of Eagle Water, estimates that this construction work will take three to four days and will require the Floating Feather Partners, LLC to coordinate with its plumbing contractor.

In the interim, Eagle Water has supplied and will continue to supply the Park with potable water for drinking and cooking. The Park continues to be able to use its current well water for other domestic needs.

Eagle Water respectfully requests that the Commission allow it to continue with the above-described work to ensure service to the Park can begin by the end of this month at the latest.

RESPECTFULLY SUBMITTED this day of July, 2008.

Richardson & O'Leary P.L.L.C.

Bv

Molly O'Leary

Attorneys for Fagle Water Company, Inc.

Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of July, 2008, I caused a true and correct copy of the REPORT OF EAGLE WATER TO THE IDAHO PUBLIC UTILITIES COMMISSION to be served by the method indicated below, and addressed to the following:

Floating Feather Partners, LLC,	(X) U.S. Mail, Postage Prepaid
Complainant	() Hand Delivered
10028 W Cayuse Lane	() Overnight Mail
Boise ID 83714	() Facsimile
richfelix@cableone.net	(X) Electronic Mail
Jean Jewell	() U.S. Mail, Postage Prepaid
Secretary	(X) Hand Delivered
Idaho Public Utilities Commission	() Overnight Mail
472 W Washington Street	() Facsimile
Boise ID 83702	() Electronic Mail
City of Eagle	(X) U.S. Mail, Postage Prepaid
Susan E. Buxton	() Hand Delivered
Moore Smith Buxton & Turcke, Chartered	() Overnight Mail
950 W Bannock St Ste 520	() Facsimile
Boise, Idaho 83702	(X) Electronic Mail
seb@msbtlaw.com	

Signed Nine Curtis

INTERTIE AGREEMENT

This Intertie Agreement ("Agreement"), dated as of July 12, 2008, is between Eagle Water Company, Inc., an Idaho corporation ("EWC") and the City of Eagle, Idaho, an Idaho municipal corporation ("City").

Recitals

- A. City recently constructed and owns an approximate one million gallon water storage tank (the "Storage Tank").
- B. EWC owns and conducts a water utility supply and distribution business ("Water System") in and around Eagle, Idaho. EWC has water distribution lines in the vicinity of the Storage Tank and desires to temporarily connect such distribution lines to the Storage Tank in order to satisfy certain regulatory requirements for fire protection service to its customers.
- C. EWC intends to use the Intertie as a temporary measure until it completes a new well and DEQ determines the Intertie is no longer needed to meet regulatory requirements.

The parties agree as follows:

Agreement

- 1. Water Storage Connection. City hereby agrees that immediately upon the execution of this Agreement, City will allow EWC to construct, at EWC's sole expense, a connection and two manually-controlled gate valves with a meter spool for a future meter ("Intertie") between EWC's existing main distribution lines and the Storage Tank based upon engineering plans previously submitted by the City to and approved by the Idaho Department of Environmental Quality ("DEQ"). City shall have the right to approve the location and manner of constructing such Intertie and shall do so no later than 24 hours after EWC identifies its preferred location for the intertie. EWC shall ensure that all work is performed in a workmanlike manner and in compliance with all applicable codes and regulations. City makes no representations or warranties, express or implied, concerning the Intertie or any benefits to be derived by EWC therefrom. The City shall own the Intertie infrastructure save and except for the 12-inch Intertie tee and the attached 12-inch gate valve.
- 2. Limitations On Use. The parties agree that the sole purpose of the Intertie is to provide redundant fire flow protection capacity to EWC and is not intended to be a source of water for EWC's normal operating requirements.
- 3. Payment. In consideration of the City entering into this Agreement and allowing EWC to connect to the Storage Tank, EWC agrees to compensate the City as follows:

- 3.1. Lease of Water Rights. EWC agrees to grant the City the permanent Right of First Refusal to lease up to ten (10) cubic feet of water per second of certain municipal water rights currently owned by EWC, provided such water rights are not necessary to maintain the integrity of EWC's Water System, including compliance with all regulatory requirements and EWC engineering plans. This Right of First Refusal shall be permanent and shall survive any termination or other modification of this Agreement, save and except for a termination by the City other than for a non-cured default by EWC per Section 7, below.
- 3.2. Cash Payment. In addition, EWC shall pay City a fee for the connection to the Storage Tank of \$10,000.00 per month commencing on the date the interconnection is completed and approved by the Idaho Department of Environmental Quality (DEQ).
- 4. **Duration.** This Agreement shall commence upon acceptance by the City of Eagle and completion of the Intertie that is the subject of this Agreement ("Commencement"), and the Intertie Lease shall continue month-to-month so long as the Intertie connection is needed by EWC in its sole discretion. If the Intertie continues past 18 months from the Commencement date, the Intertie Lease Cash Payment shall increase five percent (5%) and every 18 months thereafter. The parties may mutually agree, in writing, to extend or modify this Agreement.
- 5. Moratorium. At EWC's reasonable request, City agrees to cooperate with EWC to assist EWC in its efforts to satisfy the conditions set forth in the current DEQ Consent Order establishing a moratorium on new connections in EWC's service territory and to cause the moratorium to be terminated. This Section 5 shall not require City to expend any funds or take any actions that it is not lawfully permitted to take. EWC shall reimburse the City for any costs incurred by the City related to this Section 5, provided the same have been pre-approved by EWC in writing.
- Right of First Refusal. If EWC determines to sell or convey all or any part of its Water System, which shall be deemed to include, but not be limited to, water rights, wells and other infrastructure, and receives a bona fide offer for this Water System, before making any agreement to sell all or any portion of the Water System, EWC shall give notice to City stating EWC's desire to sell and the amount and terms of such offer in detail. City shall have the exclusive right for 30 days after receiving such notice to provide Notice of Intent to Purchase the Water System or portion thereof to which such bona fide offer refers at the amount of said offer; provided, that if the third party offer is for a consideration other than cash, the City shall have the right to pay the fair market value of such consideration in cash. Upon delivery of the Notice of Intent to Purchase, the City shall hold a revenue bond election for the purpose of securing voter approval of the purchase at the next available election date and/or utilize City funds directly available in a capital account, enterprise fund, general fund, or other readily available City fund or account to complete the purchase. For the purpose of this Section 6, "Next Available Election Date" shall mean the earliest possible election date based on the time required by law for legal notice of such an election and for the conduct of any required public hearings. If the bond is approved at said election, the City shall proceed in good faith to secure bonds to pay the purchase price ("Finance") as expeditiously as possible. Closing of the transaction between the City and EWC that is the subject of this Section 6 shall not extend more than 180 days from the date of the revenue bond election, or if the election is challenged in a legal proceeding, the

Closing shall occur no more than 90 days after final resolution of any such legal challenge. In the event that a revenue bond election is not required because the City has the necessary funds directly available in a capital account, enterprise fund, general fund, or other readily available City fund or account to finance the transaction in lieu of holding a revenue bond election, then the Closing of the transaction between the City and EWC that is the subject of this Section 6 shall occur no later than 60 days after the City provides EWC with its Notice of Intent to Purchase. For purposes of this Section 6, this Right of First Refusal applies solely to an "EWC Change of Control Transaction", which means one or a series of transactions in which (i) all or substantially all of EWC's Water System is sold to a third party, or (ii) there is a stock sale, merger, consolidation or similar transaction as a result of which said third party owns a majority of the outstanding voting and outstanding capital stock of EWC or any successor owner of EWC. This Right of First Refusal shall be permanent and shall survive any termination or other modification of this Agreement, save and except for a termination by the City other than for a non-cured default by EWC per Section 7, below.

- 7. Termination. EWC or the City shall have the right to terminate the Intertie connection upon 30 days prior written notice to the other party. In the event the City terminates the Intertie connection for any reason other than a non-cured default by EWC under Section 10 of this Agreement, then the Rights of First Refusal in Sections 3 and 6 of this Agreement shall likewise terminate.
- 8. Authority. Each individual executing this Agreement below on behalf of a party represents and warrants to the other party that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or municipal action by such party, that such individual is duly authorized to execute and deliver this Agreement on behalf of such party, and that this Agreement is a legal and valid obligation of such party, enforceable against such party in accordance with its terms.
- 9. Force Majeure. Except for obligations to make payment, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

10. Default and Remedies.

- 10.1. Default. Each of the following events shall constitute an event of default:
- 10.1.1. EWC fails to make, on or before the date which it is due, any payment to be made to the City pursuant to the provisions of this Agreement; or
 - 10.1.2. Either party materially breaches this Agreement.
- 10.2. Re medies. If any default shall occur, the non-defaulting party shall give the defaulting party notice of default. Such default must be cured within fifteen (15) days of the Notice of Default unless such default is curable but cannot be reasonably cured within ten (10) days after giving the Notice of Default and the defaulting party commences within such ten (10) day period to cure such default and prosecutes the same to conclusion with reasonable diligence.

The foregoing remedy shall be in addition to and shall not exclude any other remedy available to the parties under applicable law.

- 11. Attorneys Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney fees to be fixed by the arbitrator, or court of applicable jurisdiction.
- 12. Notices. All notices or other communications required or permitted hereunder, including notices to Mortgagees, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the parties at the following addresses:

if to the City: City of Eagle
Office of the City Clerk
660 East Civic Lane
Eagle, ID 83616

If to Eagle Water: Eagle Water Company, Inc. 172 West State Street Eagle, ID 83616

With a copy to: Molly O'Leary
Richardson & O'Leary, PLLC
P.O. Box 7218
Boise, Idaho 83707

Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in a manner detailed in this Section 12.

- 13. Governing Law. The parties intend that this contract shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to choice of law rules.
- 14. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute part of the original document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EWC:

EAGLE WATER COMPANY,

an Idaho corporation

y La

Robert V. DeShazo, Jr./President

City:

CITY OF EAGLE, IDAHO

an Idaho municipal corporation

By:

Phil Bandy, Mayor

ATTEST:

By:_

Sharon K. Bergmann, City Clerk

MTC, Inc. Engineers - Surveyors - Planners LETTER OF TRANSMITTAL 707 North 27th Street Boise, Idaho 83702 (208) 345-0780 • Fax: (208) 343-8967 7-11-08 아마시아 비중에게 발표되는 이 나는 Floating Feather Mo D.E.Q. C/O: PETER BAIR N. Orchard ST. Boise, Id. 83704 LADIES / GENTLEMEN: WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via___ __the following items: ☐ Shop drawings ☐ Prints ☐ Samples Specifications ☐ Copy of letter ☐ Change order COPIES DATE Za THESE ARE TRANSMITTED as girecked below: For approval ☐ Approved as submitted Resubmit copies for approval ☐ For your use ☐ Approved as noted ☐ Submit_____copies for distribution ☐ As requested ☐ Returned for corrections ☐ Return_____corrected prints ☐ For review and comment 19_____ PRINTS RETURNED AFTER LOAN TO US ☐ FOR BIDS DUE__ REMARKS_

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If enclosures are not as noted, kindly notify us at once.

CASE NO. EAG-W-08-01 REPORT OF EAGLE WATER TO THE IDAHO PUBLIC UTILITIES **COMMISSION – SEE THE** FILE FOR A MAP TOO LARGE TO SCAN



Construction Division 3775 Adams Street Garden City ID 83714 Phone (208) 387-6280 FAX (208) 387-6289

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*Permit not valid unless signed.

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Type of Permit: EMERGENCY

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Construction Division 3775 Adams Street Garden City IO 83714 Phone (208) 387-6280 FAX (208) 387-6289

ACHD Inspector:

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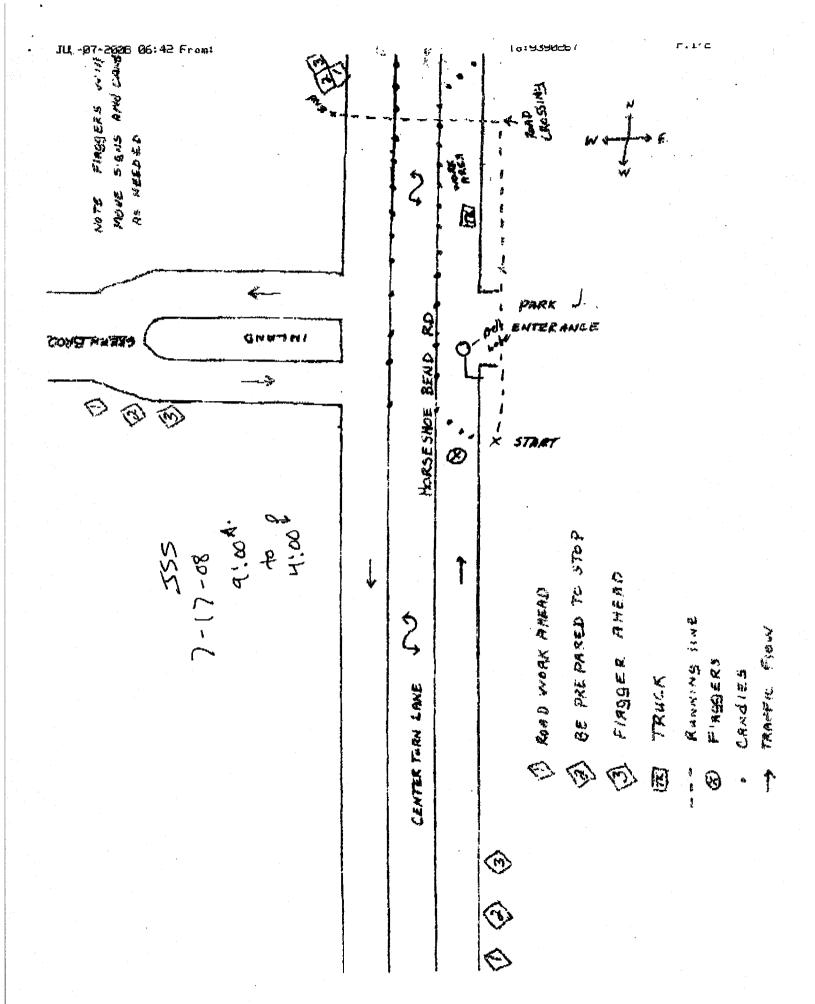
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TEMPORARY HIGHWAY USE PERMIT APPLICATION ACHD CONSTRUCTION DEPARTMENT FAX # (208) 387-6289 OR E-MAIL TO permits@achd.ade.id.us

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EAGLE WATER COMPANY, INC.

188 W. State Unit 4 * P.O. Box 455

Eagle, Idaho 83616 Phone: (208) 939-0242 * Fax: (208) 939-0267

To: stacy	From: Fashe Water
Company: ACHD	Date: 7/17/05
Fax No: 387-6284	Total Pgs w/Cover: 3
RE: Emergracy Tie in	to tity water mate
Comments:	
W. Marine Vivi and Co.	
A CONTRACTOR OF THE PROPERTY O	

Idaho, United States, North America

Molly O'leary

From: Vern Brewer [vern@holladayengineering.com]

Sent: Thursday, July 17, 2008 12:56 PM

To: Molly O'leary

Cc: 'Susan Buxton'; 'Bruce Smith'; 'Phil Bandy'; 'Michael Echeita'

Subject: FW: Modeling Scenarios - EWC and City of Eagle

Molly: per our conversation, you will take care of Mr. Mason's request (below) that this email be forwarded to Robert and to the PUC. I was able to work out a simple solution to draining the line by negotiating with the Velodrome project manager to have excess water presently contained in the trunk line used to meet their watering requirement for compaction of their site. All that remains is to have the City (Mike Echeita) and Robert coordinate this with Kevin Hart of Wright Bros. who will work with their sub contractor. As I understand it, Robert is to pick up the ACHD permit today. Please call if you have questions. Vern

From: Mark.Mason@deq.idaho.gov [mailto:Mark.Mason@deq.idaho.gov]

Sent: Thursday, July 17, 2008 7:26 AM

To: vern@holladayengineering.com; Peter.Bair@deq.idaho.gov

Cc: eljimrees@aol.com; Monty.Marchus@deq.idaho.gov; Tiffany.Floyd@deq.idaho.gov

Subject: RE: Modeling Scenarios - EWC and City of Eagle

All,

I am prepared to issue the letter allowing for new connections as soon as the intertie is completed and inspected by DEQ. Following that, the connection to the FFMHP can be made as soon as the plans are approved by DEQ. I assume the PUC will extend their deadline a few days, but I do not know that for sure. I don't have Mr. DeShazo's email address to include him in this email. Vern, please forward this to him and to the correct person at the PUC.

Other connections can be made for subdivisions and sanitary restrictions lifted on an as requested basis after the letter is issued.

Thanks to all for your hard work in getting this done.

Mark Mason, P.E., Engineering Manager Idaho DEQ - Boise Regional Office 1445 North Orchard Boise, ID 83706 208-373-0266 mark.mason@deq.idaho.gov

From: Vern Brewer [mailto:vern@holladayengineering.com]

Sent: Wednesday, July 16, 2008 4:20 PM

To: Peter Bair

Cc: eljimrees@aol.com; Monty Marchus; Mark Mason; Tiffany Floyd

Subject: RE: Modeling Scenarios - EWC and City of Eagle

Peter,

Thanks for the opportunity to review the results of the modeling work this afternoon. The information and model runs demonstrate that the combined system satisfies minimum municipal water system requirements. Under the recommended modeling scenarios both the City and EWC will have adequate flow and pressure during an emergency event.

In a follow up conversation with Mr. DeShazo beginning with a phone call at our meeting and concluding with me at the site of the intertie connection, he asked what else must be completed to get a letter from DEQ lifting the moratorium. Based on his receipt of a construction permit from ACHD tomorrow, he will begin constructing the intertie on Friday, the 18th, with completion on Monday, July 21. From PUC Order No. 30595, EWC has until July 18, "to provide this Commission with a written notice that the DEQ moratorium has been lifted and that water service to Floating Feather Mobile Home Park has been initiated." Robert indicated that he has obtained the necessary materials to construct the intertie and now the timing issues of intertie construction, DEQ approval of the Park connection submitted last week, obtaining the ACHD permit, and DEQ lifting of the moratorium remain the only obstacles to initiating service to the Park.

In listening to Mr. DeShazo and with two state agencies involvement, I could not unravel the sequence of actions to respond to his questions on how the timing of removal of the moratorium fits into the sequence. Perhaps DEQ could reply to EWC on the timing issues and notify the City as well. Again, thank you for your prompt responses to our questions and submittals.

Vern

From: Peter.Bair@deq.idaho.gov [mailto:Peter.Bair@deq.idaho.gov]

Sent: Tuesday, July 15, 2008 8:58 AM **To:** vern@holladayengineering.com

Cc: eljimrees@aol.com; Monty.Marchus@deq.idaho.gov; Mark.Mason@deq.idaho.gov;

Tiffany.Floyd@deq.idaho.gov

Subject: RE: Modeling Scenarios - EWC and City of Eagle

Vern.

I discussed your E-mail with Mark Mason and Monty Marchus and Mark directed me to respond as follows:

You should respond to the requirements set forth in Item B.4 of our letter to EWC dated July 6, 2007 by modeling the following scenarios and verifying that all applicable IRPDWS pressure/flow requirements for both systems are satisfied with the EWC/City of Eagle interconnection installed and activated:

Scenario	EWC S	EWC System		City of Eagle System	
Scenario	Demand	Source Out	Demand	Source Out	
1	PHD	Well #4	PHD	None	
2	PHD	Well #6	PHD	None	
3	MDD+FF	Well #4	MDD	None	
4	MDD+FF	Well #6	MDD	None	

Additionally, Item B.5 of the July 6, 2007 letter requires that the EWC main booster station meet IRPDWS redundancy requirements before any new connections can be made within the EWC high pressure zone. The Floating Feather Mobil Home Park (FFMHP) is within that zone. DEQ understands that EWC is in the process of installing a second pump in the main booster station to meet those redundancy requirements. However, that second pump is not likely to be installed in time to support the FFMHP need to connect to a new water system. DEQ also has been informed that the EWC/City of Eagle interconnection is likely to be able to support all applicable IRPDWS pressure/flow demand requirements to the EWC high pressure zone in the event the existing single-pump main booster station is out of service. If that is the case, then the interconnection would satisfy IRPDWS redundancy requirements for the main booster station and, assuming the other system-wide IRDWS requirements are also satisfied, and DEQ could allow new connections in the EWC high pressure zone before the second main booster pump is operational. If EWC/City of Eagle wants DEQ's approval to make new connections in the high pressure zone before the second main booster station pump is installed and operational, then demonstration in the form of modeling and/or calculations must be provided that, with the interconnection

operational and the existing pump in the main booster station out of service, all IRPDWS pressure/flow requirements for PHD and MDD+FF in the EWC high pressure zone are satisfied.

If you have any questions regarding the above, please contact me.

Regards,

Peter Bair, P.E.

From: Vern Brewer [mailto:vern@holladayengineering.com]

Sent: Monday, July 14, 2008 3:33 PM

To: Monty Marchus **Cc:** Peter Bair; Jim Rees

Subject: Modeling Scenarios - EWC and City of Eagle

Monty and Peter:

The City of Eagle and Eagle Water Company (EWC) have signed an agreement on the intertie approved by both Mr. DeShazo and the City Council on July 10, 2008. Holladay Engineering has been tasked with submitting model results and narrative in an engineering report letter format addressing the intertie. We held a meeting with Mr. DeShazo and Jim Rees to review the matter Friday, the 11th. The City wanted you to know you will be receiving the analysis and model early next week.

Addressing the IDEQ items identified in your correspondence of July 6, 2007 to EWC, we request reconsideration of Item B.4 which requires that the system be modeled "based on EWC and [City of Eagle] simultaneously experiencing similar demand situations (i.e., maximum daily demand with fire flow and peak hour demand) with all the supplemental water supplier's sources and booster pumps operational." We are not aware of a scenario or a City where a system of fewer than 5,000 ERCs with 8 wells supplying close to 8,000 gpm, served by a single Fire District and connected to a 1,000,000 gallon reservoir is required to model a system or develop a supply system for simultaneous fire events. In today's email, the scenarios are further defined to be run with each entity's major well simultaneously out of service. What would call for this "doubled-up catastrophe" modeling scenario in the rules?

I trust you can respond to this request prior as soon as convenient. Thanks for your consideration. Vern

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8871-07

1410 NORTH HILTON • BOISE, IDAHO 83706 • (208) 373-0502

JAMES E. RISCH, GOVERNOR
TONI HARDESTY, DIRECTOR
TSP&S-175/2007

August 14, 2007

Mr. Robert V. DeShazo, Jr. Eagle Water Company, Inc. 172 West State Street Eagle, ID 83616

RE:

Eagle Water Company (Eagle, Ada County)

Pressure Reducing/Sustaining Valve & Future Interconnection with City of Eagle System

Dear Mr. DeShazo:

The Department of Environmental Quality (DEQ) has reviewed the preliminary engineering report and associated plans and specifications, received August 8, 2007, concerning two improvements to the Eagle Water Company (EWC) System. One improvement is for the installation of a pressure reducing/sustaining valve (PR/SV) along Floating Feather Road. The second involves initial preparations for a future interconnection with the City of Eagle Water System. Both improvements are part of EWC's program for bringing their system into compliance with IDAPA 58.01.08, Idaho Rules for Public Drinking Water Systems' (IRPDWS) requirements, as set forth in their Final Engineering Report, approved by DEQ on July 6, 2007.

The preliminary engineering report and the plans and specifications for the subject improvements appear to meet the State of Idaho standards, and are approved based on the conditions listed below.

<u>I.</u> STANDARD CONDITIONS

- A. All conditions of this letter must be met. The standard conditions on the Department of Environmental Quality (DEQ) review stamp are part of this approval. Supporting reports or documents are considered to be part of the approved documents.
- B. No work may begin until a copy of this approval letter and the plans and specifications, bearing the DEQ approval stamp, are delivered to and kept on the job site. As the project owner, you must ensure that the contractor, the construction inspector, and the certifying engineer are aware of the approval conditions.
- C. This approval will be voided if: 1) construction is not completed by August 15, 2008; 2) the project is improperly constructed, operated, or maintained; or 3) the project fails to function as intended.
- D. No material deviations can be made from the approved plans without DEQ's prior <u>written approval</u>.

Robert V. DeShazo, Jr. August 14, 2007 Page 2

- E. Per the project documents, the project owner or his representative shall ensure that a professional engineer, representing the EWC, provides supervision of construction and written documentation as follows.
- D. Within thirty days (30) after completion of construction, the project owner or his representative shall provide DEQ with one of the following documents.
 - 1. Revised plans and specifications depicting the work as actually constructed if significant deviations from the originally approved plans and specifications have occurred. These revised plans and specifications shall be prepared and sealed by the professional engineer responsible for observation on behalf of the project owner, and shall be based on as-built drawings provided by the contractor and on field observations made by observer(s) under the direction of the professional engineer.
 - 2. A letter of certification that the work as actually constructed has no significant deviations from the originally approved plans and specifications. The letter shall be prepared and sealed by the professional engineer responsible for observation on behalf of the project owner, and shall be based on as-built drawings provided by the contractor and on field observations made by observer(s) under the direction of the professional engineer.

II. PROJECT SPECIFIC CONDITIONS:

- A. DEQ has not conducted a design review of the storm water plans and specifications and has made no determination regarding whether the plans and specifications include appropriate BMPs to protect ground water and surface water quality. It is the project owner's responsibility to use appropriate storm water best management practices to prevent ground and surface water contamination.
- B. If the construction phase of this project is anticipated to disturb one acre or more of land, or is part of a larger project that disturbs one acre or more of land, then the project may be subject to regulation under the Federal Clean Water Act National Pollution Discharge Elimination System program administered by the U.S. Environmental Protection Agency. Storm water events that occur during construction should be managed according to the site-specific Storm Water Pollution Prevention Plan and the other requirements of the general permit. The on-line Construction General Permit and Notice of Intent can be found at http://www.epa.gov/npdes.
- C. A Short Term Activity Exemption shall be obtained from Craig Shepard in the DEQ Boise Regional Office at 373-0557, if it is necessary to discharge wastewater offsite to state waters as a result of dewatering or other construction activities.
- D. DEQ understands that EWC and the City of Eagle Public Works Department are jointly requesting permission to install an interconnection between the two systems at the intersection of E. Greenbrook St. and N. Horseshoe Bend Rd. even though the infrastructure required to support that interconnection, specifically the City of Eagle East Side Storage Reservoir, will not be operational until the end of this year. DEQ is approving the early installation of the interconnection on the condition that the interconnection not be activated (valve remain closed) until DEQ approval is received to open that valve and activate the interconnection. The request for approval to open the valve and activate the interconnection shall include confirmation that all infrastructure required to support the interconnection is in place and fully operational. The

Robert V. DeShazo, Jr. August 14, 2007 Page 2

request shall also include modeling data demonstrating that IRPDWS flow and pressure requirements are satisfied for both water systems during peak hour demand and maximum day demand, plus fire flow scenarios with the EWC Well #4 off line and with the EWC Well #6 off line (see Item B.4 in DEQ's July 6, 2007 letter).

E. The restrictions and conditions set forth in DEQ's July 6, 2007 letter continue to remain in effect.

Please call me with any questions at (208) 373-0514, or contact me via e-mail at peter.bair@deq.idaho.gov.

Sincerely,

Peter S. Bair

Technical Engineer II

PSB:Is

Enclosures: Approved and Stamped Preliminary Engineering Report with Plans and Specifications

c: Mark Mason, Boise Regional Office
 Tiffany Floyd, Boise Regional Office
 Monty Marchus, Boise Regional Office
 Todd Crutcher, Boise Regional Office

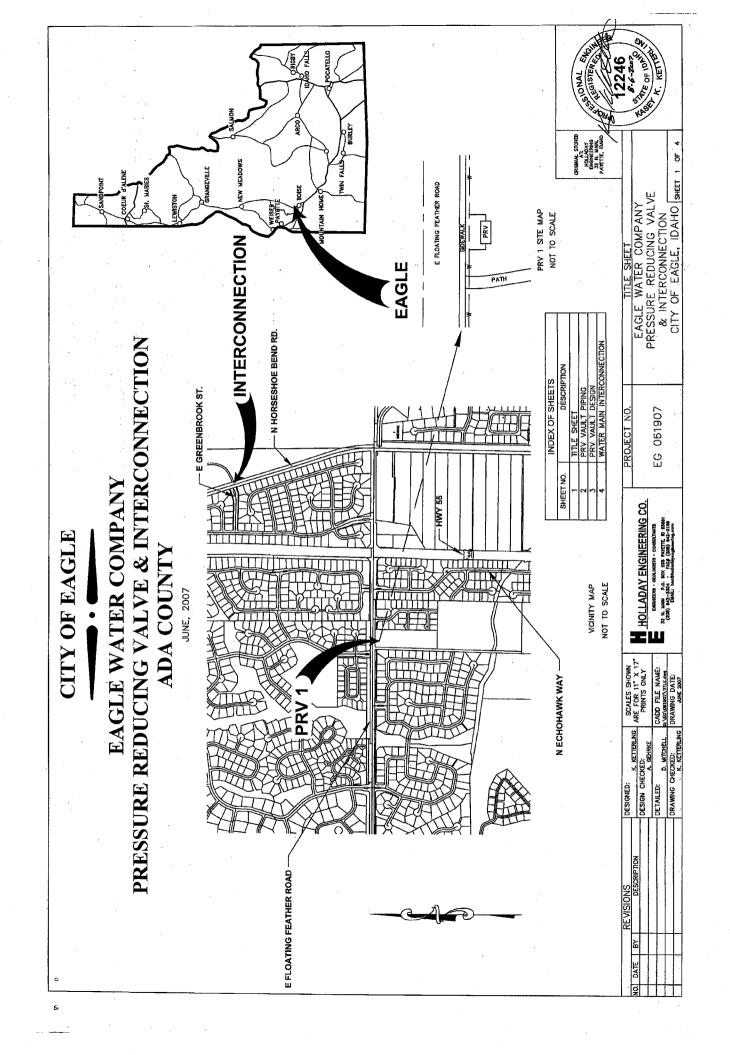
James M. Rees, MTC, Inc. (w/ Approved and Stamped Preliminary Engineering Report with Plans and Specifications)

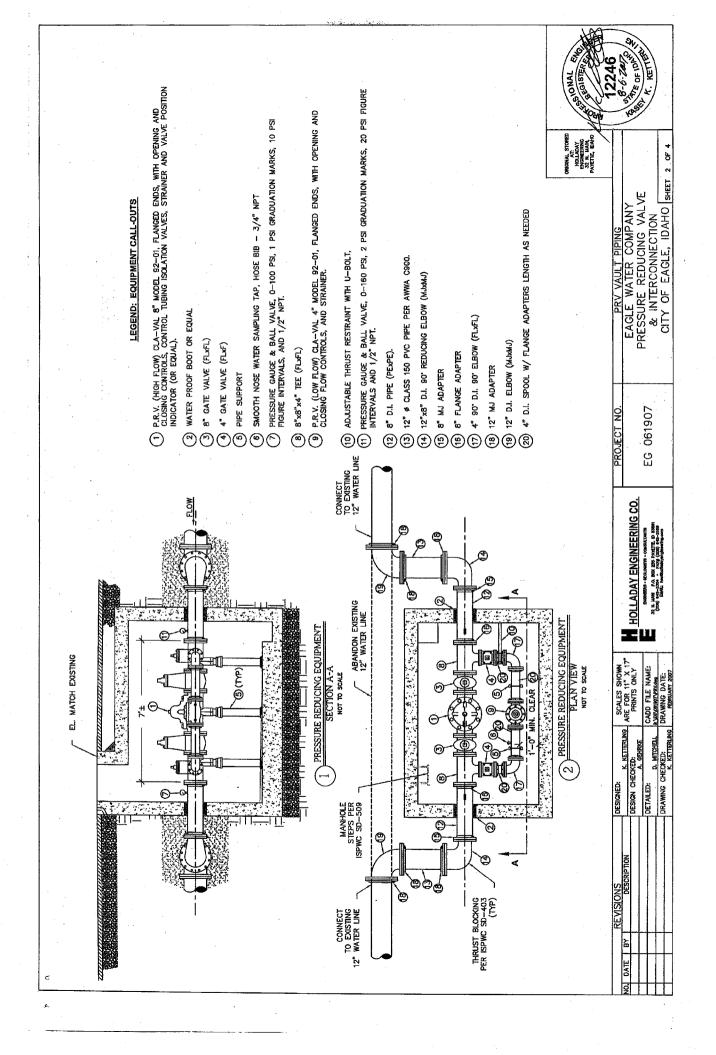
Kasey Kettering, City of Eagle c/o Holladay Engineering Company

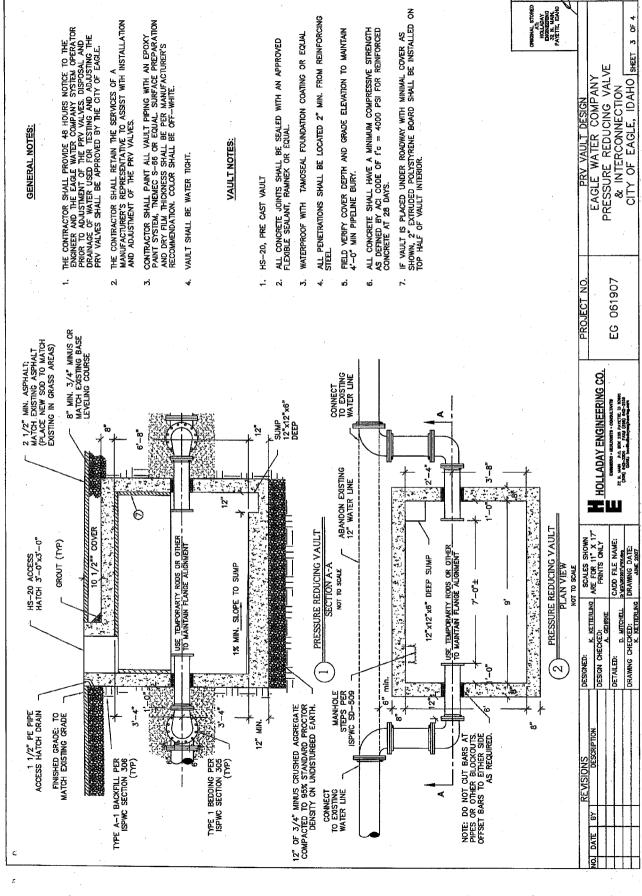
BRO Source File, Eagle Water Company (w/ Approved and Stamped Preliminary Engineering Report with Plans and Specifications)

BRO Managers File

TSP&S Reading File







A. KETTER 5.0 - 20 S

