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IDAHO PUBLIC
UTILITIES COMMISSION

Attorney for Western Aircraft, Inc.

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

WESTERN AIRCRAFT, INC,)	Case No. SUZ-W-21-01
)	
Complainant,)	SETTLEMENT AGREEMENT
)	AND MOTION TO APPROVE
vs.)	SETTLEMENT AGREEMENT
)	
SUEZ WATER IDAHO, INC,)	
)	
Respondent.)	
)	
_____)	

This Settlement Agreement ("Settlement Agreement" or "Agreement") is entered into by and among SUEZ Water Idaho Inc., ("SUEZ"), Staff for the Idaho Public Utilities Commission Staff ("Staff"), and Western Aircraft, Inc. ("Western Aircraft"), collectively the "Parties" and individually "Party."

INTRODUCTION AND MOTION

1. The terms and conditions of this Settlement Agreement are set forth below. The Parties agree that this Stipulation represents a reasonable compromise of the issues raised in this proceeding. The Parties seek to obtain Commission approval of the Settlement Agreement as a condition precedent to the Agreement's effectiveness. The Parties, therefore, jointly move the Idaho Public Utilities Commission ("Commission") for an order approving

the Settlement Agreement without change or condition. See Rules 271, 272 and 274 (IDAPA 31.01.01.271, 272, and 274).

BACKGROUND

2. On January 28, 2021, Western Aircraft filed the formal complaint (“Complaint”) that initiated this proceeding. The Complaint requested, among other things, that the Commission order SUEZ to provide water service to Western Aircraft’s hangar expansion project on the premises of the Boise Airport.

3. On February 24, 2021, SUEZ filed its Answer, which, among other things, denied certain allegations and requested that the formal complaint be denied.

4. On April 7, 2021, the Commission issued a Notice of Modified Procedure, which established a procedural schedule to process the proceeding.

5. On April 7, 2021, the Parties and Staff held a settlement conference to discuss resolution of the issues. While the contents of the conference are confidential, the Parties represent that the settlement conference involved a detailed and robust discussion of possible resolutions to the issues involved in this proceeding. During the settlement conference and in continuing discussions afterwards, as a compromise of positions in this case and other consideration as set forth below, the Parties agreed to seek to compromise via terms of a written Settlement Agreement. The Parties now agree to the terms of this Settlement Agreement as follows:

6. Western Aircraft elects to not construct the walkway¹ at this time, reserving that option for later corporate consideration.

¹ The term “walkway,” as used in this Settlement Agreement, refers to the covered walkway, also referred to as a “covered breezeway,” identified in Western Aircraft’s Complaint and SUEZ’s Answer in this proceeding.

a. If Western Aircraft chooses to construct the walkway at a later date, Western Aircraft will provide notice of this decision to SUEZ and Commission Staff at least ninety (90) days before construction begins. The Parties agree to discuss, in good faith, options for constructing the walkway that comply with all applicable rules and regulations that allow SUEZ to access its water system for, among other things, repair and maintenance. Western Aircraft shall not commence construction of the walkway without the SUEZ's written consent. Said consent shall not be unreasonably withheld. The water service provided pursuant to this Agreement may be terminated if Western Aircraft constructs the walkway without SUEZ's written consent, or without a subsequent Commission order authorizing construction of the walkway.

7. Western Aircraft proposes that SUEZ will connect Hangar 0 for domestic water service and fire needs per the plans provided to SUEZ by T-O Engineers on April 22, 2021, after revision and approval by SUEZ to ensure conformance to IDEQ requirements.

8. As a condition precedent to receiving water service pursuant to paragraph 7, Western Aircraft shall:

- a. Conform the northern area sewer line crossing location to IDEQ separation standards at Western Aircraft's cost.
- b. Inspect the South sewer line connection's separation to confirm its placement and, if needed, also conform that to IDEQ standards at Western Aircraft's cost.
- c. Install an approved backflow device on the fire tank supply line at Western Aircraft's cost.

d. SUEZ will work with Western Air in good faith to promptly resolve any issues which arise in planning, inspecting and approving construction to IDEQ standards or in installing the backflow device.

9. Upon signing this Agreement, SUEZ shall commence the preparations necessary to implement the connection to domestic service so that water service to the facility can be promptly provided after Commission approval and upon the completion, and confirmation by SUEZ, of the activities described in paragraphs 7 and 8.

10. As soon as possible after the Commission's approval of this Agreement without material changes or conditions, and upon SUEZ's confirmation that the construction described in paragraph 9 above has been completed, SUEZ agrees to provide water service to the newly constructed facility identified as Hangar 0, with a target date of May 15, 2021.

11. Upon the approval of this Settlement Agreement by the Commission without change or condition, Western Aircraft shall dismiss the Complaint.

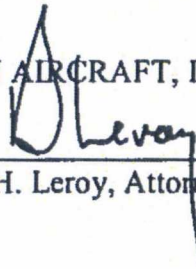
12. Each Party will be responsible for its own fees and costs associated with this proceeding. This Agreement may be executed in counterparts and each signed counterpart shall constitute an original document. This Agreement provides final resolution of all claims between the Parties that were brought, or that could have been brought, in the Complaint.

REQUEST FOR RELIEF

The Parties respectfully request that the Commission enter an Order approving the Settlement without material change or condition.

Respectfully submitted:

WESTERN AIRCRAFT, INC.



Dated April , 2021

By: David H. Leroy, Attorney for Western Aircraft,
Inc.

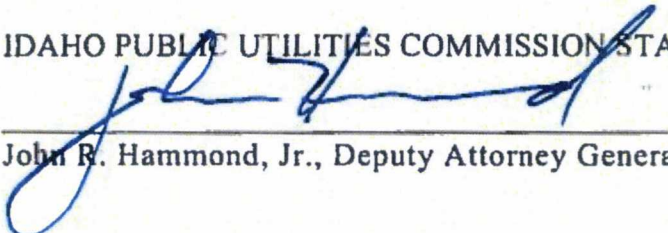
SUEZ WATER IDAHO INC.



Dated April, 2021

By: Preston N. Carter
Blake W. Ringer
Attorneys for SUEZ Water Idaho, Inc.

IDAHO PUBLIC UTILITIES COMMISSION STAFF



Dated: April , 2021

John R. Hammond, Jr., Deputy Attorney General

CERTIFICATE OF SERVICE

I certify that on April 28, 2021, a true and correct copy of the foregoing was served upon all parties of record in this proceeding via electronic mail as indicated below:

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