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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION
FOR AMENDMENT OF VEOLIA WATER
IDAHO CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY

Case No.:

DIRECT TESTIMONY OF CATHY COOPER

ON BEHALF OF VEOLIA WATER IDAHO, INC.

DECEMBER 19, 2023

1 **Q. Please state your name and title.**

2 A. My name is Cathy Cooper, P.E. I am the Director of Engineering for Veolia Water
3 Idaho.

4 **Q. Please summarize your professional experience and educational background.**

5 A. I am a graduate of the University of Colorado at Boulder with a Bachelor of Science in
6 Civil Engineering. I completed by Master of Science in Civil Engineering at the
7 University of Washington in Seattle. I have been a licensed Professional Engineer in the
8 State of Idaho since 1999. I have been employed as a civil engineer for 29 years. My
9 work includes 22 years at Boise area consulting firms where I focused my work on water
10 system engineering. My experience includes preparing detailed hydraulic calculations;
11 designs for storage tanks, pump stations, pressure reducing stations, pipelines, and well
12 houses; water system Master Facility Plans; hydraulic models; and project cost estimates.
13 I was an Owner and the Managing Partner at my last consulting firm.
14 I have been employed by SUEZ, and subsequently Veolia, since July 2016 as the Director
15 of Engineering in Idaho.

16 **Q. What are your primary responsibilities as Director of Engineering?**

17 A. I lead long-term planning efforts for capital investments, and oversee design and
18 construction of all infrastructure improvements.

19 **Q. What is the purpose of your testimony?**

20 A. I will discuss the reason that Veolia has joined the City of Eagle in seeking to have the
21 area described in the Application as “Area 4” removed from Veolia’s CPCN, changes
22 such that the City of Eagle’s irrigation connection within the area known as the “Eagle
23 Skate Park” will be served by the City of Eagle, and the anticipated effect that these

1 changes would have on customers and property owners in those areas and on Veolia and
2 its remaining customers.

3 **Q. Does Veolia currently have any facilities, or provide service to any customers, in**
4 **Area 4 or the Eagle Skate Park?**

5 A. Yes, Veolia has existing facilities and provides water service to existing customers in
6 both of these areas. The City of Eagle is the sole existing customer for the Veolia water
7 service provided to the Eagle Skate Park.

8 **Q. Would removal of Area 4 from Veolia's CPCN and removal of service at the Skate**
9 **Park impair Veolia's ability to serve its remaining customers or to extend services**
10 **or facilities to serve its remaining customers or other areas within its unaffected**
11 **service territory?**

12 A. No, it would not.

13 **Q. Would removal of Area 4 from Veolia's CPCN and removal of service at the Skate**
14 **Park affect planned capital projects?**

15 A. No, it would not.

16 **Q. Why is Veolia joining the City of Eagle in seeking to have these proposed changes**
17 **approved now?**

18 A. On February 9, 2021, Veolia and the City of Eagle entered into a Water Management
19 Agreement that provided: 1) the basis for a settlement of ongoing litigation between
20 them; and 2) a mechanism for the City and Veolia to cooperate in their future water
21 planning and area of service decisions. A copy of the Water Management Agreement is
22 appended as Attachment 1 to the Application in this matter and was previously approved
23 by the Commission in Case Nos. SUEZ-W-18-02/EAG-W-18-01. One of the provisions

1 in the Water Management Agreement authorizes the City of Eagle to prepare and
2 prosecute an application with the Idaho Public Utilities Commission within one-hundred
3 eighty (180) days of the effective date of Veolia’s acquisition of Eagle Water Company,
4 which occurred on December 30, 2021, or by June 30, 2023, seeking to remove Area 4
5 from Veolia’s CPCN and transfer Veolia’s obligation to serve existing customers in the
6 area to the City. The Agreement also provides for a six (6) month extension if the
7 application is pursued in good faith, or until December 30, 2023. The Agreement further
8 provides that Veolia will cooperate in the application proceedings, including as a joint
9 applicant, if necessary. The joint filing of the Application fulfills that provision in the
10 Water Management Agreement. The inclusion of the Eagle Skate Park area in the
11 Application is consistent with the planning area adjustments in the Water Management
12 Agreement.

13 **Q. Were you involved in negotiating the Water Management Agreement?**

14 A. Yes, along with Veolia’s General Manager, Marshall Thompson and Veolia’s legal
15 counsel.

16 **Q. Why was this proposed amendment to Veolia’s CPCN agreed to?**

17 A. There were several reasons. This provision is one part of the Water Management
18 Agreement that also contains beneficial terms for both parties addressing future service
19 area adjustments, administrative filings with the Idaho Department of Water Resources
20 and with the Commission, guiding principles for future intertie agreements, and
21 maintenance of good faith communications concerning items of joint interest to Veolia
22 and the City. In turn, the Water Management Agreement is part of a broader settlement
23 that also provides increased certainty to Veolia and the City with respect to water

1 planning and water service in the future. This provision has positive aspects for both
2 parties. Under the Water Management Agreement, if the Application is approved by the
3 Commission, the City of Eagle would provide water service to these areas within its city
4 boundaries and its existing authorized service area, recognized by IDWR. At the same
5 time, Veolia would be able to continue providing water service to its remaining
6 customers under its amended CPCN. This makes sense as a means for Veolia and the
7 City to allocate their resources, consistent with the Water Management Agreement.

8 **Q. Since the City is not a regulated utility, why can't it provide service in Area 4 now?**

9 A. As between the City and Veolia, their 2022 Franchise Agreement includes a provision by
10 which the City "agrees not to engage in the business of providing water service during
11 the life of this franchise or any extension thereof in [Veolia's] certificated service area
12 approved by the PUC." As a result, Area 4 must be removed from the CPCN in order to
13 be served by the City.

14 **Q. Will Veolia be communicating with existing customers and property owners in these
15 areas concerning the Application?**

16 A. Yes, upon filing of the Application, Veolia and the City of Eagle will mail a notice letter
17 to each of the existing customers and property owners of record. The letter advises them
18 of the filing and how to obtain more information about the Application and the
19 Commission process for public involvement. A copy of this letter is appended as
20 Attachment 10 to the Application in this matter.

21 **Q. Do you have an opinion whether the requested removal of Area 4 from Veolia's
22 CPCN and the turnover of piping in the Eagle Skate Park is in the public interest?**

23 A. Yes, I do.

1 **Q. What is that opinion?**

2 A. In my opinion, it would be in the public interest.

3 **Q. Can you please explain?**

4 A. For the reasons I have stated above. Veolia and the City of Eagle reached an agreement
5 that settles costly, extended litigation that opens a path for long overdue cooperation. Part
6 of the agreement (seeking removal of these areas from Veolia's CPCN) allows the City of
7 Eagle to provide water service to existing and future customers in the subject areas.

8 Removal of Area 4 from Veolia's CPCN and the turnover of piping in the Eagle
9 Skate Park would not prevent Veolia from serving any of its remaining customers or
10 extending service to its remaining certificated service area.

11 **Q. Does this conclude your testimony?**

12 A. Yes, it does.