

SUPPLEMENTAL RESPONSE TO BENCH REQUEST NO. 10.b

**BENCH REQUEST NO. 10:** The “City of Tacoma Account” is referred to in the Settlement Agreement at paragraph 58 and in Attachment C to the Settlement Agreement. The parties agree that the Company will transfer the remaining balance of “uncommitted funds” as initial funding of LPFC.

...

- b. Please provide a schedule showing the use of the Tacoma contract rights for:
1. 2000-2011 (showing actual use in ERUs) and
  2. Estimated use (in ERUs) over the next five years (2012-2017) assuming the Settlement Agreement is approved.

**RESPONSE NO. 10.b:**

(Doug Fisher): As a supplemental response, Rainier View notes that while the agreement with the City of Tacoma states that there is a right to receive up to 4,200 equivalent residential units (ERUs) from the City of Tacoma, there are practical constraints concerning that number. First, the calculation of the 4,200 ERUs referred in the agreement with the City of Tacoma is premised upon average daily demand. However the Company's ability to utilize ERUs is also constrained by peak demand and storage issues. As a result of the combination of factors, the availability of ERUs from the capacity purchased from the City of Tacoma is limited, as a practical matter, to 2,860 ERUs and that capacity has been fully utilized. What this means is that there is another advantage to receiving water from the Lakewood Water District as a second external source. That advantage is that with the second external source, some of those constraints on ERUs can be overcome and additional ERUs will be available to be utilized by Rainier View to serve additional customers.