

**BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND)	DOCKET NO. UW-051204
TRANSPORTATION)	
COMMISSION,)	
)	ORDER NO. 01
Complainant,)	
)	
v.)	
)	
RAINIER VIEW WATER CO.,)	
INC.,)	COMPLAINT AND ORDER
)	SUSPENDING CONTRACT
Respondent.)	
.....		

BACKGROUND

- 1 On August 10, 2005, Rainier View Water Co., Inc., (Rainier View Water) filed with the Commission an Irrigation Agreement (agreement) proposing to provide irrigation water service to Caliber Company, Inc., (Caliber Company). The stated effective date is September 9, 2005.
- 2 The proposed agreement provides a forfeiture of all rights related to Caliber Company 's meter connection including any water capacity associated with the connection, if Caliber Company requests temporary disconnection. In addition, the agreement requires the Caliber Company to adopt a standard for the use of Rainier View Water's irrigation service that is inadequately defined in the agreement as the "best practices approach."
- 3 The agreement provides terms and conditions and imposes obligations that may injuriously affect the rights and interests of Caliber Company and may not be consistent with the public interest.

FINDINGS AND CONCLUSIONS

- 4 (1) The Washington Utilities and Transportation Commission is an agency of the State of Washington vested by statute with the authority to regulate rates, regulations, practices, accounts, securities, and transfers of public service companies, including water companies. RCW 80.01.040; Chapter 80.04 RCW; and Chapter 80.28 RCW
- 5 (2) Rainier View Water is a water company and is a public service company subject to the jurisdiction of the Commission.
- 6 (3) This matter was brought before the Commission at its regularly scheduled meeting on August 31, 2005.
- 7 (4) The agreement filed by Rainier View Water on August 10, 2005, might injuriously affect the rights and interest of Caliber Company and may not be consistent with the public interest.
- 8 (5) As provided for in RCW 80.28.060, the Commission may suspend the effective date of the agreement within thirty days or before its stated effective date for good cause.

- 9 (6) In order to carry out the duties imposed upon the Commission by law, and as authorized in RCW 80.20.20, the Commission believes it necessary to investigate Rainier View Water's books, accounts, practices and activities; to make a valuation or appraisal of Rainier View Water's property; and to investigate and appraise various phases of Cascade's operations. Rainier View Water may be required to pay the expenses reasonably attributable and allocable to such an investigation to the extent the requirements for such payment are in accordance with the provisions of chapter 80.20 RCW

ORDER

THE COMMISSION ORDERS:

- 10 (1) The agreement filed on August 10, 2005, is suspended.
- 11 (2) The Commission will hold hearings at such times and places as may be required.
- 12 (3) Rainier View Water Co., Inc., must not change or alter the agreement filed in this docket during the suspension period, unless authorized by the Commission.
- 13 (4) The Commission will institute an investigation of Rainier View Water Co., Inc.'s books, accounts, practices, activities, property and operations as described above.
- 14 (5) Rainier View Water Co., Inc., shall pay the expenses reasonably attributable and allocable to the Commission's investigation to the extent the requirements for such payment are in accordance with the provisions of Chapter 80.20 RCW.

DATED at Olympia, Washington, and effective this 31st day of August, 2005.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

MARK H. SIDRAN, Chairman

PATRICK J. OSHIE, Commissioner