

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

IN THE MATTER OF THE APPLICATION  
OF WATERPRO INC. FOR A CULINARY  
WATER RATE CASE

Docket No. 12-2443-01

Motion for Second Amendment of  
Pending Settlement Stipulation and  
Second Amendment

On November 25, 2014, WaterPro Inc. (“WaterPro” or “the Company”) and the Division of Public Utilities (“Division”) (jointly “the Parties”) filed a Settlement Stipulation (“Stipulation”) in the above referenced docket. In part, the Stipulation addressed the agreed to procedure regarding WaterPro changing the engineering fee found in its tariff. On December 16, 2014, the Parties filed a Motion to Amend the Stipulation and Amendment addressing Paragraph 18, and at hearing, the second sentence was deleted from Paragraph 17.

The Parties now move to amend the Stipulation to reflect a change regarding the filing of changes to engineering fees.

1. Paragraph 17 of the Settlement Stipulation, states, in pertinent part, that:

Should WaterPro need to change the Engineering Fee set forth in the tariff, WaterPro will provide each of its customers

/

/

/

/

notice of the proposed change and 30 days later file for Commission approval a request to approve the new Engineering Fee. WaterPro's filing will contain both a cover letter explaining the need for the change and a tariff sheet reflecting the requested new fee, which should generally reflect only the actual engineering cost WaterPro incurs. WaterPro's filing will contain both a cover letter explaining the need for the change and a tariff sheet reflecting the requested new fee, which should generally reflect only the actual engineering cost WaterPro incurs.

2. The Parties wish to revise the third sentence by striking the words "and 30 days later." This change would result in Paragraph 17 stating, in pertinent part:

Should WaterPro need to change the Engineering Fee set forth in the tariff, WaterPro will provide each of its customers notice of the proposed change and file for Commission approval a request to approve the new Engineering Fee. WaterPro's filing will contain both a cover letter explaining the need for the change and a tariff sheet reflecting the requested new fee, which should generally reflect only the actual engineering cost WaterPro incurs.

3. Except as specified herein, and subject to the previously submitted amendment and the change made a hearing, the terms and conditions of the Stipulation remain unchanged.

/

/

/

/

/

4. This Amendment to the Stipulation may be executed by individual Parties through two separate, conformed copies, the aggregate of which will be considered as an integrated instrument.

DATED this \_\_\_\_\_ day of December, 2014.

---

Darrin L. Jensen  
C.E.O./General Manager  
WaterPro Inc.  
12421 South 800 East  
Draper, UT 84020

---

Chris Parker  
Director  
Division of Public Utilities  
500 Heber Wells Building  
160 East 300 South, 4th Floor  
Salt Lake City, UT 84111

CERTIFICATE OF SERVICE

I hereby certify that on December 17, 2014 I caused to be served via email a true and correct copy of the Motion for Second Amendment of Pending Settlement Stipulation and Second Amendment to:

Darrin L. Jensen  
C.E.O./General Manager  
WaterPro Inc.  
P.O Box 156  
Draper, UT 84020  
[Jensen@waterpro.net](mailto:Jensen@waterpro.net)