Sheet No. 1 Replacing all Previous Sheets

.

SUEZ WATER IDAHO INC.

IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

SUEZ WATER IDAHO INC.

RATE SCHEDULES

RULES AND REGULATIONS

GOVERNING THE RENDERING OF WATER SERVICE

AND WATER MAIN EXTENSIONS

Issued Per IPUC Order No. Effective – June 1, 2018

IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

Sheet No. 2 Replacing all Previous Sheets

. .

SUEZ WATER IDAHO INC.

1

SUEZ WATER IDAHO IN		-
	TABLE OF CONTENTS	Sheet Number
Title Dece		<u>Sheet Number</u>
Title Page Table of Contents		2
Schedules of Rates		2
Schedule Number 1	General Metered Service	3
Schedule Number 1A	DEQ Fee	4
Schedule Number 1B	Flat Rate Service	5
Schedule Number 2	Public Hydrants and Street Sprinkling	6
Schedule Number 3	Private Fire Sprinkler and Service	7
Schedule Number 4	Private Fire Hydrant Service	8
Schedule Number 5	Miscellaneous Fees and Charges	9, 10
Schedule Number 6	Municipal Franchise Fees	11
Application for Service		12
Service Connection		12,13,14
Meters		14
Meter Setting		14,15
Meter Testing		15
Bills		16
Discontinuance of Service		16,17
Customer's Deposits		17
Builder's Temporary Service		17,18
Fire Protection		18
Miscellaneous		18
Definitions – Water Service		18, 19
Definitions – Water Main Extens	20	
Water Main Extensions – Gene	ral	20
Water Main Extensions - Conne	20,21	
Water Main Extensions - Individ	21,22	
Water Main Extensions - Reside	22	
	elopment	
Water Main Extensions - Comm	nercial, Industrial, or Municipal Development	22,23
Special Facilities		23,24
Non-contiguous Expansion		25, 26
Water Main Extension Agreeme	ent, Individuals, Advances, Refunds	27,28,29,
		30,31
	ent, Residential, Multiple Family	32,33,34,
Housing, Commercial, Indus	strial, or Municipal Development	35,36,37,
		38,39,40,41
	lousing Non-contiguous Water System	42,43,44,
Agreement	45,46,47,	
		48,49, 50,
		51

IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

Sheet No. 3 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

SCHEDULE NO. 1 GENERAL METERED SERVICE

Availability: To all metered customers not served under a separate schedule.

Customer Charges:	Bi-Monthly Per Meter <u>Charge</u>
Meter Size	
5/8"-3/4 1" 1-1/4" and 1-1/2" 2" or multiple meters of equivalent capacity	\$21.11 \$26.99 \$46.17 \$71.64 \$139.73
3" or multiple meters of equivalent capacity 4" or multiple meters of equivalent capacity 6" or multiple meters of equivalent capacity 8" or multiple meters of equivalent capacity 10" or multiple meters of equivalent capacity	\$260.68 \$435.22 \$569.37 \$811.39
Volume Charge:	Winter Rates
For all water used less than 3CCF (100 cubic Feet) (CCF)(1 CCF=748 gallons):	\$1.4674
For all water used greater than 3CCF	\$1.4674
Volume Charge:	Summer Rates
For all water used less than 3CCF (100 cubic Feet) (CCF)(1 CCF=748 gallons):	\$1.4674
For all water used greater than 3CCF	\$1.8577

Conditions of Contract:

The customer shall pay the total of the customer charge plus the volume charge. The volume charge is based on all metered water for the billing period. Consumption is expressed in hundred cubic foot units or thousand gallon units as determined by the meter installed by the Company. The customer charge will be prorated whenever the customer has not been a customer for the entire billing period.

Summer Period:

The summer rate will apply to water consumed between May 1 and September 30. Meter readings straddling these dates will be prorated.

Sheet No. 5 Replacing all Previous Sheets IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

SUEZ WATER IDAHO INC.

SCHEDULE NO. 1B FLAT RATE SERVICE

Availability:

To non-metered residential customers pursuant to Residential or Multi-Family Housing Non-Contiguous Water Systems Agreement Paragraph 11(a) addressing flat rate systems.

Customer Charges:

Based on Suez Water Idaho residential consumption for the year ending June 1998 of 208.75 ccf, the average residential bill, assuming a ³/₄" meter and 65% / 35% summer/winter split, is \$486.42. Billed bi-monthly, equals \$81.07.

Bi-Monthly Charge: \$81.07

Conditions of Contract:

The monthly charge will be prorated whenever the customer has not been a customer for the entire billing period. The Company or the customer may convert to metered service pursuant to Subparagraphs (b) or (c) of Paragraph 11 as follows:

- (b) If Company should determine that a flat rate customer is using water in excess of the average residential customer, the Company will provide a meter setting and meter. Customer will then pay Company's metered tariff rates as approved by the IPUC, which rates may be amended from time to time.
- (c) If a customer prefers to pay Company's approved metered tariff rates, the customer shall pay the installation and material costs associated with the installation of a meter setting.

Sheet No. 6 Replacing all Previous Sheets IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

SUEZ WATER IDAHO INC.

SCHEDULE NO. 2 PUBLIC HYDRANTS AND STREET SPRINKLING

Availability:

To the Ada County Highway District.

Rates:

Street Sprinkling Service

Flat Charge

\$282.00 /Month

Miscellaneous:

Bills will be rendered monthly, bi-monthly, or at other intervals upon mutual agreement of the Company and the customer.

Hydrants and service pipes from the fitting on the Company main to the hydrants are to be installed and maintained by and at the expense of the Ada County Highway District.

Sheet No. 7 Replacing all Previous Sheets IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

SUEZ WATER IDAHO INC.

SCHEDULE NO. 3 PRIVATE FIRE SPRINKLER AND SERVICE

Availability:

To all customers who have sprinkler systems and/or inside hose connections supplied by a dedicated service line for fire fighting purposes.

Rate:

For service through a separate line for fire fighting purposes.

For 3" service or smaller, per month	\$18.61
For 4" service per month	\$28.21
For 6" service per month	\$70.06
For 8" service per month	\$115.13
For 10" service per month	\$179.54
For 12" service per month	\$268.93

Miscellaneous:

Provided that if the installation of a private fire service shall require an extension of the existing mains of the company, the cost of such extension shall be borne by the customer.

All private fire services shall be equipped with sealed gate valves or thermal automatic openings.

Meters may be placed on fire services by the utility at any time; however, metered rates will not apply unless improper use of water is disclosed, and if such be the case, usage will be billed to the consumer under Rate Schedule No. 1.

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 8 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

SCHEDULE NO. 4 PRIVATE FIRE HYDRANT SERVICE

Availability:

To all customers having private fire hydrant installations.

Rate:

For fire hydrants installed and maintained by the customer at customer's expense:

Each fire hydrant, per month \$11.29/Month

Miscellaneous:

Service pipe from the fitting on the company water main to the fire hydrant is to be installed and maintained by the customer.

SUEZ WATER IDAHO INC.

RULES AND REGULATIONS GOVERNING THE RENDERING OF SERVICE (cont'd)

51. Residential customer shall designate a building under one roof which is owned, leased or rented by one party and occupied as a residence.

52. Commercial, Industrial and Municipal customers shall be designated by the following:

- I. Commercial customer shall designate:
 - A. A building containing two or more apartments or family units which are rented or leased to tenants.
 - B. A building occupied by a retail or service business which does not manufacture any item or items on the premises.
 - C. Any building containing any combination of `A' and `B' above.
 - D. A hotel, motel, tourist court, trailer court or mobile home park which rents or leases rooms or spaces to tenants.
- II. <u>Industrial customer</u> shall designate any building or combination of buildings in the same compound whose primary use is for the manufacture, fabrication, and/or assembly of any product.
- III. <u>Municipal customer</u> shall designate a publicly owned building such as a school, city hall, court house, fire house, hospital, or other public institution.

53. The purpose of the foregoing rules and regulations and definitions is to preserve, to the maximum extent possible, the obligation of the Company to furnish service. The rules and regulations and definitions contained herein shall be construed and applied in accordance with the spirit and intent of Title 61 of the Idaho Code

Sheet No. 27 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

85. Applicant(s) shall provide to the Company a gross-up payment to cover additional federal and state income tax liabilities imposed upon the company. The amount shall be calculated as the net present value of cash flows resulting from the taxable contribution and the future tax deductibility of the resulting asset. The calculation of the gross-up shall be made in the following manner.

		Tax (Gross Up Fac	tor					
Calculation of Tax Gross Up Factor									
		SUEZ	Water Idaho Inc.						
Gross Up Factor =	F=(1-	(NPV/C))/(1-T)		1.2156					
Construction Cost (C)				1.00					
Customer Deposit with Tax Gross L	lp			1.22					
Net of Tax Rate of Return Combined 21% FIT & SIT Rate (T)				9.3073% 26.47%					
Initial Tax Liability				0.32					
NPV benefit of tax depreciation (NF	V)			0.1062					
Calculation of Net of Tax Rate of Re	turn and	Combined Fed	eral Income Tax	(FIT) and State	Тах	(SIT) Rate:			
SUEZ Water Idaho Inc.		% of Capital Structure	Embedded Cost	Weighted Avg. Cost			Rate of Return		
DebtComponent of Capital Structure		47.00%	4.85%	2.28%			2.28%		
Equity Component of Capital Structure		53.00%	9.75%	5.17%			7.03%		
		100.00%		7.45%			9.31%		
Combined FIT and State Rate =		26.47% =		6.925%	+ (21.00%) * (1 -	6.93%)))
				SIT	+(FΠ) * (1 -	SIT)))

Sheet No. 28 Replacing all Previous Sheets IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

SUEZ WATER IDAHO INC.

Exhibit A INDIVIDUAL RESIDENCE MAIN EXTENSION AGREEMENT

C.E.A. No.

AGREEMENT between SUEZ WATER IDAHO INC., hereinafter called "Company", and ______, hereinafter called the "Applicant".

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Applicant(s) hereby applies to the Company for the said extension for its system, and the Company agrees to construct the said extension upon the terms and conditions hereinafter set forth in accordance with its Rules and Regulations. Said extension is described as follows and shown on the attached sketch which is hereto made a part of this Agreement:

2. Applicant shall contribute to the Company upon the execution hereof the sum of Dollars (\$) which amount the Company estimates to be the cost of installing the said "on-site" extension as described above including overhead cost to the Company such as supervision, engineering, accounting, income tax, legal expenses and the cost of obtaining any necessary governmental permits. Any difference between the actual cost and the amount contributed, shall be shown as a revision of the amount of contribution, and shall be payable within thirty (30) days of submission. The actual cost thus finally determined shall be referred to as the "contributed cost of <u>on-site</u> facilities". If it is necessary to adjust the amount of Applicant's contribution, in accordance with the terms of this paragraph, a supplemental memorandum will be prepared setting forth the "contributed cost of <u>on-site</u> facilities" and shall be attached hereto and made a part hereof.

3. Applicant shall contribute to the Company upon the execution hereof the sum of ______ Dollars (\$ _____) which amount the Company estimates to be the cost of installing the said <u>off-site</u> main extension including overhead cost to the Company such as supervision, engineering, accounting, income tax, legal expenses and the cost of obtaining any necessary governmental permits. Any difference between the actual cost and the amount contributed shall be shown as a revision of the amount contributed and shall be payable within thirty (30) days of submission. The actual cost thus finally determined shall be referred to as the "contributed cost of <u>off-site</u> mains". If it is necessary to adjust the amount of Applicant's advance, in accordance with the terms of this paragraph, a supplemental memorandum will be prepared setting forth the "contributed cost of <u>off-site</u> mains" and shall be attached hereto and made a part hereof.

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 29 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

INDIVIDUAL RESIDENCE MAIN EXTENSION AGREEMENT (continued)

4. Each additional bona fide customer whose service lateral is directly connected to the extension during the ten (10) year term of this contract shall deposit, with the Company an amount equal to: One half of the actual per foot cost of the extension times the front footage of the property to be served by the service lateral. The per foot cost shall be determined by dividing the actual cost of the extension by the total serviceable footage along the extension. This deposit shall be made prior to the installation of the service lateral necessary to provide the service requested. The monies so deposited shall be refunded to the original Applicant(s) without interest within 30 days of receipt by the Company.

5. The total of monies returned to the Applicant(s) shall not exceed the amount contributed to the Company as described in Paragraph 2.

6. A bona fide customer shall mean any person, firm, Corporation, company, association, governmental unit or owner of property as guarantor furnished water service of a permanent nature by the Company; and the term "Extension" shall mean the mains and appurtenances shown on attached plan.

7. The Company will use its best efforts to commence and carry to completion, as soon as possible, the installation of said extension, having in mind, however, delays which may be occasioned by weather, acts of God or the public enemy, strikes or other matters not within its control.

8. It is further mutually understood and agreed that the mains and appurtenances within the limits of the streets, avenues, roads, ways, or easement areas, whether or not attached to or serving customers but constructed as part of the extension, shall be and remain the property of the Company, its successors and assigns.

The Company shall have the right to extend any main installed by it pursuant to the terms of this Agreement in or to other land, streets, or avenues, but the Applicant(s) shall not by reason thereof be entitled to any refunds other than those above provided for. On labor-in-lieu of cash projects, project becomes Company property only after acceptance.

9. The Applicant(s) will, on the request of the Company, grant to it an exclusive and irrevocable easement, at no cost to Company, for the installation, maintenance, operation, repair and replacement of said main extension and appurtenances within the limits of any existing or proposed street, avenue, road, way or easement area, together with the right of ingress and egress thereto, in a form satisfactory to the Company, duly executed and acknowledged in proper form for record.

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 30 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

INDIVIDUAL RESIDENCE MAIN EXTENSION AGREEMENT (continued)

10. It is further understood and agreed by and between the parties hereto that the Company's agreement to construct the said extension is subject to the Company obtaining all necessary consents, orders, permits and approvals of public officers or public bodies having jurisdiction over, or lawful interest, in any of the subject matters herein. In the event that the Company, after prompt application and diligent effort is unable to obtain any necessary consent, order, permit, or approval as aforesaid, or in the event that the Company is enjoined or prevented by lawful action of any such public officer of official body from constructing the said extension, the Company's sole obligation will be to repay to Applicant the said sum of ______

DOLLARS (\$). This amount shall be the difference between the amount advanced and estimated expenses incurred by the Company in conjunction with the main extension and appurtenances which are the subject of this Agreement.

11. It is agreed by the Applicant(s) that he will not build at any time hereafter on, in, or over the said easement any structure, the construction or presence of which will endanger, render ineffective, or make difficult the access to the water pipes or appurtenances of the Company. Additionally, Applicant(s) agrees not to lay other pipes or conduits within two (2') feet measured horizontally, from the said water pipes except pipes crossing same at right angles in which latter case a minimum vertical distance of six (6") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said water pipes. Provided, however, that should the Applicant(s) wish to do so he may, at his own expense, provide a new location acceptable to the Company for the water pipes and the Company will then move said water pipes and appurtenances to the new location. The whole cost of such moving and altering and any expenses incident thereto, shall be borne by the Applicant(s).

12. It is further understood and agreed that in case of any damage by Applicant(s) or caused by neglect of Applicant(s) to the water pipes or their appurtenances, or other injuries to the property of the Company in connection therewith, which are caused by the acts or neglect of the Applicant(s) the amount of such damage shall be paid to the Company by the said Applicant(s).

13. The term of this Agreement shall be ten (10) years from the date of execution.

issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 31 Replacing all Previous Sheets IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

SUEZ WATER IDAHO INC.

INDIVIDUAL RESIDENCE MAIN EXTENSION AGREEMENT (continued)

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be hereunto affixed and these presents to be signed this ______ day of

COMPANY SUEZ WATER IDAHO INC.

By _____

Print Name:_____

APPLICANT(S) DEVELOPER NAME

Ву _____

Print Name: _____

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 32 Replacing all Previous Sheets

SUEZ	WATE	AHO	INC.
JULE	TTALL		HILW.

INDIVIDUAL RESIDENCE MAIN EXTENSION AGREEMENT SUPPLEMENTAL MEMORANDUM

C.E.A. No.

This supplemental memorandum shall be attached to and made a part of the water main extension agreement between

and SUEZ WATER IDAHO INC. dated

the _____ day of _____, ____.

It is understood and agreed by and between the parties hereto that the actual cost of the main extension referred to above is _____ Dollars (\$). It is further understood and agreed by and between the parties here to that: (1) the Applicant(s) contribution to the Company is being adjusted to _____ Dollars (\$); (2) that the actual onsite cost is _____ Dollars (\$); and 3) that actual offsite costs is _____ Dollars (\$).

SUEZ WATER IDAHO INC.

ATTEST:

By_____

Print Name

Its

APPLICANT(S) DEVELOPER NAME

ATTEST:

Ву _____

Print Name

Its _____

Issued Per IPUC Order No. Effective – June 1, 2018

IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

Sheet No. 33 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

Exhibit D RESIDENTIAL, MULTIPLE FAMILY HOUSING, COMMERCIAL, INDUSTRIAL, OR MUNICIPAL DEVELOPMENT WATER MAIN EXTENSION AGREEMENT

CEA No. _____

AGREEMENT between SUEZ WATER IDAHO INC. hereinafter called the "Company" and hereinafter called the Applicant.

WHEREAS, the Applicant has applied to the Company for an extension to its mains as follows:

WHEREAS, the Company has agreed to such extension upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

A. GENERALLY

- For the purposes of this agreement, a bona fide customer shall mean any person(s), firm, Company, corporation, association, governmental unit or owner of property as guarantor furnished water service of a permanent nature by the Company; and the term "Extension" shall mean the water mains and appurtenances and service laterals as shown on the attached plan excluding fire hydrants.
- 2. The term of this Agreement shall be for ten (10) years from the date hereof.
- 3. The Applicant agrees to provide all easements and rights of way, which the Company considers necessary either from the Applicant or from third persons, as the case may be, to assure the legal feasibility of the Extension, without cost to the Company.
- 4. The applicant's right to receive monies from off-site connections is personal to the Applicant and unassignable either as collateral security or otherwise.
- 5. This Extension shall be made in accordance with the rules and regulations, and specifications of the Company and subject to the approval of the Company, which approvals will not be unreasonably withheld.

Sheet No. 34 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL, MULTIPLE FAMILY HOUSING, COMMERCIAL, INDUSTRIAL, OR MUNICIPAL DEVELOPMENT WATER MAIN EXTENSION AGREEMENT (continued)

B. WHERE THE APPLICANT HAS ASKED THE COMPANY TO PERFORM THE EXTENSION

1. Applicant hereby applies to the Company for the said Extension of its system and the Company agrees to construct the said Extension upon the terms and conditions hereinafter set forth and in accordance with its Rules and Regulations.

2. Applicant shall contribute to the Company upon the execution hereof the sum of Dollars (\$) which amount the Company estimates to be the cost of installing the said "on-site" Extension as described above including overhead cost to the Company such as supervision, engineering, accounting, income tax, legal expenses and the cost of obtaining any necessary governmental permits. Any difference between the actual and the amount contributed shall be shown as a revision of the amount of contribution and shall be payable within thirty (30) days of submission. The actual cost thus finally determined shall be referred to as the "contributed cost of <u>on-site</u> facilities". If it is necessary to adjust the amount of Applicant's contribution, in accordance with the terms of this Paragraph, a supplemental memorandum will be prepared setting forth the "contributed cost of <u>on-site</u> facilities" and shall be attached hereto and made a part hereof.

3. Applicant shall contribute to the Company upon the execution hereof the sum of Dollars (\$) which amount the Company estimates to be the cost of installing the said <u>off-site</u> main Extension including overhead cost to the Company such as supervision, engineering, accounting, income tax, legal expenses and the cost of obtaining any necessary governmental permits. Any difference between the actual and the amount contributed shall be shown as a revision of the amount contributed and shall be payable within thirty (30) days of submission. The actual cost thus finally determined shall be referred to as the "contributed cost of <u>off-site</u> mains". If it is necessary to adjust the amount of Applicant's advance, in accordance with the terms of this Paragraph, a supplemental memorandum will be prepared setting forth the "contributed cost of <u>off-site</u> mains" and shall be attached hereto and made a part hereof.

4. The Company will use its best efforts to commence and carry to completion as soon as possible the installation of said Extension, having in mind however, delays which may be occasioned by weather, acts of God or the public enemy, strikes or other matters not within its control.

5. The amount of "contributed costs for <u>on-site</u>" facilities shall be retained by the Company and booked as a contribution in aid of construction.

6. The amount of "contributed costs for <u>off-site</u> mains" shall be retained by the Company and booked as a contribution in aid of construction. However, an applicant for

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 35 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL, MULTIPLE FAMILY HOUSING, COMMERCIAL, INDUSTRIAL, OR MUNICIPAL DEVELOPMENT WATER MAIN EXTENSION AGREEMENT (continued)

service for which the service lateral (including laterals to a fire hydrant(s)) will be directly connected to said <u>off-site</u> main Extension within ten (10) years of the date of this Agreement shall deposit with the Company one half the cost per front foot of the main Extension times the Applicant(s) total front footage. The cost per front foot shall be the actual cost of the <u>off-site</u> main Extension divided by the total serviceable footage. This deposit will be forwarded to the Applicant without interest within thirty (30) days of receipt by the Company.

7. The total monies forwarded to the Applicant shall not exceed the amount of "contributed cost of <u>off-site</u> mains" as described in Paragraph 3. All future customers whose service lateral connects directly to the said "<u>off-site</u> main(s)" after ten (10) years from the date of this agreement shall not be subject to the deposit described in Paragraph 6 nor shall the Applicant be entitled or receive any reimbursement after ten (10) years from the date of this Agreement.

8. It is further understood and agreed by and between the parties hereto that the Company's agreement to construct the said Extension is subject to the Company obtaining all necessary consents, orders, permits and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Company, after prompt application and diligent effort, is unable to obtain any necessary consent, order, permit or approval as aforesaid, or in the event that the Company is enjoined or prevented by lawful action of any such public officer or official body from constructing the said Extension, the Company's sole obligation will be to repay to Applicant the said sum of _____DOLLARS (\$_____).

This amount shall be the difference between the amount advanced and estimated expenses incurred by the Company in conjunction with the main Extension and appurtenances which are the subject of this Agreement.

9. It is further mutually understood and agreed that the mains and appurtenances within the limits of the street, avenues, roads, ways or easement areas, whether or not attached to or serving customers but constructed as part of the Extension shall be and remain the property of the Company, its successors and assigns. The Company shall have the right to extend any main installed by it pursuant to the terms of this Agreement in or to other lands, streets, or avenues without incurring any liability to Applicant whatsoever.

10. Applicant agrees that before the commencement of work by the Company, he will clearly indicate upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street, highway, or land in which the said water pipes are to be laid is to be finally built and that he will grade the said street,

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 36 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL, MULTIPLE FAMILY HOUSING, COMMERCIAL, INDUSTRIAL, OR MUNICIPAL DEVELOPMENT WATER MAIN EXTENSION AGREEMENT (continued)

highway, or land so that it will be at all points within less than one (1) foot of the above finished grades before the Company commences the work of installing the said water pipes. The Applicant also agrees to stake the exact location and grade of all meter settings. The Company, however, shall not be required to lay its pipes according to lines or grades of which it does not approve. And it is agreed that in case of any time, prior to the dedication and acceptance as a public street or highway by the municipality of any street or highway under which water mains are laid in conformity with this agreement it shall become necessary to change or move the said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid, then the expense of such change or moving of said pipes and their appurtenances, and any other expense incidental thereto, shall be borne by Applicant.

11. It is agreed by Applicant that he will not build at any time hereafter on, in or over the said easement any structure, the construction or presence of which will endanger or render ineffective or difficult of access the water pipes or appurtenances of the Company, or lay other pipes or conduits within two (2') feet, measured horizontally, from the said water pipe except pipes crossing same at right angles in which latter case a minimum vertical distance of eighteen (18") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said water pipes. Provided, however, that should the Applicant wish to do so he may at his own expense provide a new location acceptable to the Company for the said water pipes and the Company will then move said water pipes and appurtenances to the new location. The cost of moving and altering and any expenses incident thereto, shall be borne by the Applicant. It is further understood and agreed that in case of any damage by Applicant or caused by neglect of Applicant to the water pipes or their appurtenances, or other injuries to the property of the Company in connection therewith, these facilities will be repaired and brought to proper grade by the Company or Company's contractor at Applicant's expense.

C. WHERE THE APPLICANT HIRES A THIRD PARTY CONTRACTOR TO PERFORM THE EXTENSION

1. Applicant hereby applies to the Company for the said Extension of its system, and the Company agrees to allow said Extension upon the terms and conditions hereinafter set forth and in accordance with its Rules and Regulations.

2. The Applicant hereby agrees that it will hire only those contractors that have been approved by the Company and that it will require all such contractors to comply with the Labor and Materials In-Lieu-of-Cash Contractors Rules for Performance and Conduct, annexed hereto and made a part hereof as exhibit A. The Applicant further agrees that it Sheet No. 37 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL, MULTIPLE FAMILY HOUSING, COMMERCIAL, INDUSTRIAL, OR MUNICIPAL DEVELOPMENT WATER MAIN EXTENSION AGREEMENT (continued)

will require its contractor to comply, via its contract with contractor, with all terms and conditions set forth herein.

3. The Company estimates that ______(\$) will be the cost of installing the said "<u>on-site</u>" Extension as described above including overhead cost to the Company such as supervision, engineering, accounting, income tax, and legal expenses. Any difference between the actual and the amount contributed shall be shown as a revision of the amount of contribution and shall be payable within thirty (30) days of submission. The actual cost thus finally determined shall be referred to as the "contributed cost of <u>on-site</u> facilities". If it is necessary to adjust the amount of Applicant's contribution, in accordance with the terms of this Paragraph, a supplemental memorandum will be prepared setting forth the "contributed cost of <u>on-site</u> facilities" and shall be attached hereto and made a part hereof.

4. The Company estimates that ______(\$) will be the cost of installing the said "<u>off-site</u>" Extension as described above including overhead cost to the Company such as supervision, engineering, accounting, income tax, and legal expenses. Any difference between the actual and the amount contributed shall be shown as a revision of the amount of contribution and shall be payable within thirty (30) days of submission. The actual cost thus finally determined shall be referred to as the "contributed cost of <u>off-site</u> facilities". If it is necessary to adjust the amount of Applicant's contribution, in accordance with the terms of this Paragraph, a supplemental memorandum will be prepared setting forth the "contributed cost of <u>off-site</u> facilities" and shall be attached hereto and made a part hereof.

5. The Applicant agrees to advance to the Company, simultaneously with the execution of this Agreement, the sum of

Dollars (\$______) which represents the cost of the Company's overhead fees, and such items as inspection and testing. Such amount shall be subject to reconciliation after all such costs are known and the difference shall be either refunded to or collected from the Applicant.

6. The installation shall be subject to the Company's inspection, testing and acceptance, however, absence of such inspection or testing by the Company shall not relieve the Applicant of any of its obligations. The Company shall require the Applicant and the Applicant's contractor (via its contract with the Applicant) to warrant the work in accordance with Paragraph 15 below. The Company shall further require the Applicant and the Applicant's contractor (via its contract with the Applicant) to maintain insurance as follows:

SUEZ WATER IDAHO INC.

RESIDENTIAL, MULTIPLE FAMILY HOUSING, COMMERCIAL, INDUSTRIAL, OR MUNICIPAL DEVELOPMENT WATER MAIN EXTENSION AGREEMENT (continued)

a) Worker's Compensation with Statutory limits and any applicable Federal (e.g., Longshoremen's), and Employer's Liability of \$100,000.

b) General Liability, Comprehensive Form (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; Blanket Contractual Liability, Personal Injury with Employment Exclusion deleted) with the following limits and endorsements:

(i) Bodily Injury & Property Damage: Single-Limit \$1,000,000
(ii) Products and Completed Operations to be maintained for two (2) year(s) after final payment.

(iii) Property Damage Liability Insurance shall provide X, C and U coverage.(iv) Railroad Protective Liability Coverage as applicable with \$5,000,000 aggregate limit.

c) Comprehensive Automobile Liability: Bodily Injury & Property Damage: Single-Limit \$1,000,000

d) Umbrella Excess Liability: \$5,000,000 over primary insurance

The Company shall be named as an additional insured on all policies except Workers' Compensation. All Certificates of Insurance shall include a thirty (30) day notice provision for cancellation or material change in coverage, except ten (10) days notice for non-payment of premium.

7. The amount of said "contributed cost for <u>on-site</u> " facilities shall be booked as a contribution in aid of construction.

8. The amount of said "contributed cost for <u>off-site</u> mains" shall be booked as a contribution in aid of construction. However, an applicant for service for which the service lateral (including laterals to a fire hydrant(s)) will be directly connected to said <u>off-site</u> main Extension within ten (10) years of the date of this Agreement shall deposit with the Company one half the cost per front foot of the main Extension times the Applicant(s) total front footage. The cost per front foot shall be the actual cost of the <u>off-site</u> main Extension divided by the total serviceable footage. This deposit will be forwarded to the Applicant without interest within thirty (30) days of receipt by the Company.

Sheet No. 39 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL, MULTIPLE FAMILY HOUSING, COMMERCIAL, INDUSTRIAL, OR MUNICIPAL DEVELOPMENT WATER MAIN EXTENSION AGREEMENT (continued)

9. The total monies forwarded to the Applicant shall not exceed the amount of "contributed cost of <u>off-site</u> mains" as described in Paragraph 8, above. All future customers whose service lateral connects directly to the said "<u>off-site</u> main(s)" after ten (10) years from the date of this Agreement shall not be subject to the deposit described in Paragraph 8 nor shall the Applicant be entitled or receive any reimbursement after ten (10) years from the date of this Agreement.

10. It is further understood and agreed by and between the parties hereto that the Company's agreement to allow construction of the said Extension is subject to the Applicant and/or its contractor obtaining all necessary consents, orders, permits and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein, with the exception of special permits, such as state highway and railroad permits, which the Company is required to obtain. In the event that the Company, after prompt application and diligent effort, is unable to obtain any such special permit, or in the event that the Company is enjoined or prevented by lawful action of any such public officer or official body from constructing the said Extension, the Company's sole obligation will be to repay to Applicant the said sum ______ (\$). This amount shall be the difference between the amount advanced and estimated expenses incurred by the Company in conjunction with the main Extension and appurtenances which are the subject of this Agreement.

11. It is further mutually understood and agreed that the mains and appurtenances within the limits of the street, avenues, roads, ways or easement areas, whether or not attached to or serving customers but constructed as part of the Extension shall be and remain the property of the Company, its successors and assigns. The Company shall have the right to extend any main installed by it pursuant to the terms of this Agreement in or to other lands, streets, or avenues without incurring any liability to Applicant whatsoever.

12. The Applicant shall require the Contractor to use its best efforts to commence and carry to completion as soon as possible the installation of said Extension, having in mind however, delays which may be occasioned by weather, acts of God or the public enemy, strikes or other matters not within its control.

13. Applicant agrees that before the commencement of work by the contractor, he or his contractor will clearly indicate upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street, highway, or land in which the said water pipes are to be laid is to be finally built and that he or his contractor will grade the said street, highway, or land so that it will be at all points within less than one (1') foot of the above finished grades before the contractor commences the work of installing the said water pipes. The Applicant also agrees to require his contractor,

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 40 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL, MULTIPLE FAMILY HOUSING, COMMERCIAL, INDUSTRIAL, OR MUNICIPAL DEVELOPMENT WATER MAIN EXTENSION AGREEMENT (continued)

however, shall not lay its pipes according to lines or grades which have not been approved. And it is agreed that in case of any time, prior to the dedication and acceptance as a public street or highway by the municipality of any street or highway under which water mains are laid in conformity with this Agreement it shall become necessary to change or move the said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid, then the expense of such change or moving of said pipes and their appurtenances, and any other expense incidental thereto, shall be borne by Applicant.

14. It is agreed by Applicant that he will not build or have his contractor build, at any time hereafter on, in or over the said easement any structure, the construction or presence of which will endanger or render ineffective or difficult of access the water pipes or appurtenances of the Company, or lay or have laid other pipes or conduits within two (2') feet, measured horizontally, from the said water pipe except pipes crossing same at right angles in which latter case a minimum vertical distance of eighteen (18") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said water pipes. Provided, however, that should the Applicant wish to do so he may at his own expense provide a new location acceptable to the Company for the said water pipes and the Company will then move said water pipes and appurtenances to the new location. The cost of moving and altering and any expenses incident thereto, shall be borne by the Applicant. It is further understood and agreed that in case of any damage by Applicant or his contractor or caused by the negligence of Applicant or his contractor to the water pipes or their appurtenances, or other injuries to the property of the Company in connection therewith, these facilities will be repaired and brought to proper grade by the Company or Company's contractor at Applicant's expense.

15. The Applicant shall have its contractor warrant that the work performed in installing the main and appurtenances is free of any defect of equipment, material or workmanship. Such shall continue for a period of two (2) years from completion and approval of the Extension or within such longer period of time as may be prescribed by law. Pursuant to the warranty, the Applicant's contractor, under Company supervision, shall remedy at his own expense any such failure to conform or any such defect upon receipt of written notice from the Company within a reasonable time after the discovery of any failure, defect or damage. In addition, during the aforesaid warranty period, the contractor shall remedy at his own expense, under Company supervision, any damage to real or personal property, when that damage is the result of any such defect of equipment, material or workmanship installed by the contractor. The warranty with respect to work repaired or replaced hereunder will run for a period of one year from the date of such repair or replacement or shall run for the remainder of the original two year period, whichever is greater. During the warranty periods as defined herein, the contractor shall reimburse the Company for the

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 41 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL, MULTIPLE FAMILY HOUSING, COMMERCIAL, INDUSTRIAL, OR MUNICIPAL DEVELOPMENT WATER MAIN EXTENSION AGREEMENT (continued)

costs of any emergency repairs undertaken by the Company to maintain the system in good working order. Without limiting any other provision herein contained, these warranty provisions shall be incorporated in Applicant's contract with contractor. If contractor fails to reimburse the Company as set forth in this Paragraph, within forty-five (45) days of the Company's request for such reimbursement, then the Applicant hereby agrees that it will do so.

16. If the Applicant's contractor, for any reason, should fail to commence installation within sixty (60) days of this Agreement, the Company shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties here seals to be hereunto affixed and these preofficers this day of,	eto have caused their respective corporate esents to be signed by their duly authorized
	COMPANY
	SUEZ WATER IDAHO INC.
ATTEST:	Ву
	Print Name
	Its
	APPLICANT
ATTEST:	Ву
	lts

Issued Per IPUC Order No. Effective – June 1, 2018

IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

Sheet No. 42 Replacing all Previous Sheets - 22

252

SUEZ WATER IDAHO INC.	
RESIDENTIAL, COMMERCIAL, IND WATER MAIN E	USTRIAL, OR MUNICIPAL DEVELOPMENT EXTENSION AGREEMENT
SUPPLEMEN	TAL MEMORANDUM
CEA No.	
water main extension agreement SUEZ \	shall be attached to and made a part of the WATER IDAHO INC. and dated the day of
*	
of the main extension referred to above i). It is further understood and agreed that	d between the parties hereto that the actual cost s Dollars (\$ at (1.) the actual <u>on-site</u> cost is and (2.) the actual <u>off-site</u> cost is COMPANY
	SUEZ WATER IDAHO INC.
ATTEST:	Ву
	Its
	APPLICANT
ATTEST:	Ву
	lts

IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

Sheet No. 43 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

Exhibit F RESIDENTIAL OR MULTIPLE FAMILY HOUSING NON-CONTIGUOUS WATER SYSTEM AGREEMENT

C.E.R. No._____

AGREEMENT between SUEZ WATER IDAHO INC. hereinafter called "Company", its successors and assigns, and ______ hereinafter called "Owner", its successors and assigns.

WHEREAS, Owner has requested Company to expand its system as follows in accordance with the map or plan attached hereto as Attachment No. 1; and

WHEREAS, Company is willing to make such expansion upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owner hereby applies to Company for said expansion of its system, and Company agrees to include said expansion upon the terms and conditions hereinafter set forth and in accordance with its Rules and Regulations.

2. For the purposes of this Agreement the term "Water Facilities" shall include, without limitation:

(a) All property in connection with the operation and maintenance of the Water Facilities and the furnishing of water services including, without limitation, buildings, improvements, structures, equipment, wells, distribution lines, well lots, well houses, reservoirs, pumps, booster pumping stations, valves, pipes, water lines, meter boxes, machinery, inventory, surveys, maps, and supplies;

(b) All right, title and interest of Owner in and to all easement(s) and appurtenances existing and/or necessary for the maintenance and operation of the Water Facilities constructed or to be constructed to serve the project commonly known as ______ (hereinafter called the "Project"), and any approved development of the property in connection with the Project (hereinafter called the "Property"), Source of Supply, which may include well(s), pumps, motors, control equipment, pneumatic storage facilities, or that particular property commonly referred to as "Source of Supply," and water and water rights and interests appurtenant to the Property; and

(c) All tangible property in connection with the operation and maintenance of the Water Facilities and the furnishing of water services including, without limitation, customer lists and records, customer deposits, well logs, maintenance records, tariffs and rules and regulations governing the rendering of service and extension of service to future development, franchises, permits and certificates. The term "Water Facilities" does not include meters.

Sheet No. 44 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL OR MULTIPLE FAMILY HOUSING NON-CONTIGUOUS WATER SYSTEM AGREEMENT (continued)

3. Company shall have the right to conduct, review and confirm, to Company's satisfaction, test results in connection with any and all wells, soil tests, engineering tests, environmental surveys, plans and specifications and/or record drawings, and related studies of the Water Facilities deemed necessary by Company to determine the suitability, in Company's sole discretion, of the Water Facilities for expansion. Should an applicant propose a Development requiring special facilities, upgrades, modifications or, if the Development is deemed by the Company to be unusual or burdened with special needs, that existing water system will be looked at independently and the terms of the acquisition will be set forth in an amendment hereto.

[Add the following paragraph if Owner is to construct the Water Facilities:

4. Immediately after the execution of this Agreement, Owner shall diligently proceed to obtain all governmental approvals including, without limitation, all necessary permits, information, and consents required by the appropriate federal, state, or local governmental authorities, agencies, or officials to permit the construction, operation and maintenance of the Water Facilities. As soon as practicable, after receipt of such governmental approvals, Owner shall diligently proceed to construct the Water Facilities, as described, or to be described, in the Water Facilities plans and specifications prepared and sealed by a licensed professional engineer and reviewed and approved by the parties hereto. The cost of obtaining all governmental approvals, the cost of such plans and specifications, and the cost of the construction of the Water Facilities shall be borne by Owner at Owner's sole cost and expense. At the sole discretion of Company, inspection of the construction of the Water Facilities shall be conducted by Company. Based on proper advice and consideration, Company may alter the performance from strict adherence to such plans and specifications if based on job site experience, or if adherence to such plans and specifications becomes impractical or infeasible under the circumstances. Company shall be the sole judge as to the adequacy of the Water Facilities. The parties hereto shall cooperate fully with each other and all other parties in connection with each other's efforts hereunder.]

[Add the following paragraphs if Company is to construct the Water Facilities:

4. Owner shall contribute to Company upon the execution hereof the sum of Dollars (\$_____) which amount Company estimates to be the cost of installing said Water Facilities including overhead cost to Company such as supervision, engineering, accounting, income tax, legal expenses and the cost of obtaining any necessary governmental permits. Any difference between the actual and the amount contributed shall be shown as a revision of the amount contributed and shall be payable within thirty (30) days of submission. The actual cost thus finally determined shall be referred to as the "contributed cost of facilities." If it is necessary to adjust the amount of Owner's contribution, in accordance with the terms of this paragraph, a supplemental Memorandum will be prepared setting forth the "contributed cost of facilities" and shall be attached hereto and made a part hereof. The amount of said "contributed cost for

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 45 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL OR MULTIPLE FAMILY HOUSING NON-CONTIGUOUS WATER SYSTEM AGREEMENT (continued)

facilities" shall be retained by Company and, for all Water Facilities except Source of Supply, booked as a "contribution in aid of construction"; Source of Supply shall be booked as an "advance in aid of construction."

It is further understood and agreed by and between the parties hereto that Company's agreement to construct said expansion is subject to Company obtaining all necessary consents, orders, permits and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein, including Idaho Public Utilities Commission approval of an Amendment to the Certificated Area of Company. In the event that Company, after prompt application and diligent effort, is unable to obtain any necessary consent, order, permit or approval as aforesaid, or in the event that Company is enjoined or prevented by lawful action of any such public officer or official body from constructing said expansion, Company's sole obligation will be to repay to Owner the sum of ______ DOLLARS (\$_____). This amount shall be the difference between the amount contributed and estimated expenses incurred by Company in conjunction with the expansion which is the subject of this Agreement.

Owner agrees that before the commencement of work by Company, Owner will clearly indicate upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street, highway, or land in which said water pipes are to be laid is to be finally built and that he will grade said street, highway, or land so that it will be at all points within less than one (1) foot of the above finished grades before Company commences the work of installing said water pipes. Owner also agrees to stake the exact location and grade of all meter settings. Company, however, shall not be required to lay its pipes according to lines or grades of which it does not approve. And it is agreed that in case of any time, prior to the dedication and acceptance as a public street or highway by the municipality of any street or highway under which any portion of the Water Facilities is laid in conformity with this Agreement it shall become necessary to change or move said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid, then the expense of such change or moving of said pipes and their appurtenances, and any other expense incidental thereto, shall be borne by Owner.]

5. The completely constructed and approved Water Facilities shall be contributed, transferred and conveyed to Company by Owner, at no cost to Company, through bill(s) of sale, warranty deed(s), easement(s) and/or other transferred documents reasonably acceptable to Company and as required and approved by, without limitation, the Idaho Department of Health and Welfare, Division of Environmental Quality, Idaho Department of Water Resources, and the Idaho Public Utilities Commission ("IPUC"), as applicable, on or before the earlier of: 1) the _____ day of

; or 2), the transfer of the first lot in the Project from Owner to the firsttime buyer. Owner will obtain releases from all subcontractors, laborers, materialmen, suppliers, and any other parties furnishing materials or services in connection with the

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 46 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL OR MULTIPLE FAMILY HOUSING NON-CONTIGUOUS WATER SYSTEM AGREEMENT (continued)

construction of the Water Facilities. Owner shall warrant to Company in writing that the Water Facilities has been constructed in accordance with the plans and specifications reviewed and approved by Company, and shall provide Company with as-built record drawings of the Water Facilities. Owner shall also warrant the Water Facilities against defects in construction for a period of one (1) year from execution of such warranty.

6. Owner shall contribute to Company upon the execution hereof the Water Facilities as described above, and shall also contribute overhead costs to Company such as supervision, engineering, accounting, income tax, legal expenses and the cost of obtaining any necessary governmental permits. The actual cost of contribution shall be referred to as the "contributed cost of facilities." The Source of Supply costs shall be referred to and be booked as an advance in aid of construction. All other costs shall be referred to, and be booked as, a contribution in aid of construction.

7. Upon conveyance of the Water Facilities to Company, Company shall be solely responsible for management, maintenance and operation of the Water Facilities. The parties agree that the Water Facilities and associated permits and licenses shall be managed and operated by Company in a manner which is comparable to and consistent with Company's management and operation of its other water utility facilities within the State of Idaho. The parties further acknowledge that Company shall serve all residential customers as a public utility, subject to the jurisdiction of the IPUC.

8. Owner shall prepare and record (prior to the sale of any lot in the Project) perpetual restrictive covenants which include, without limitation, that the Water Facilities is or shall be owned and operated by Company. Company shall cooperate with Owner in the preparation of such restrictive covenants and shall have the right to approve such restrictive covenants prior to recordation. Such approval shall not be unreasonably withheld. Owner shall cause a notation to be made on any subdivision plat of the Project that states that the Water Facilities is or shall be owned and operated by Company.

9. If the Project is served by a non-potable irrigation System, appropriate backflow prevention device(s) shall be required to be installed at no cost to Company. Owner shall prepare and record (prior to the sale of any lot in the Project) perpetual restrictive covenants which include, without limitation, that cross-connections are prohibited, and shall delegate to Company the right to inspect such non-potable irrigation system, enforce such restrictive covenants, and to remove any such cross-connections. Company shall cooperate with Owner in the preparation of such restrictive covenants and shall have the right to approve such restrictive covenants prior to recordation. Such approval shall not be unreasonably withheld.

10. An amount not to exceed Eight Hundred Dollars (\$800.00), as more fully described on <u>Attachment No.2</u> attached hereto, which is subject to modification as Adjusted Average Residential Revenue may change with future rate activity, shall be paid by Company to Owner as soon as practicable after each lot is connected to the

Issued Per IPUC Order No. Effective – June 1, 2018

Sheet No. 47 Replacing all Previous Sheets

SUEZ WATER IDAHO INC.

RESIDENTIAL OR MULTIPLE FAMILY HOUSING NON-CONTIGUOUS WATER SYSTEM AGREEMENT (continued)

Water Facilities, as payment for the Source of Supply; provided, however, such payment shall be made only once per lot, only to bona fide customers, and not in excess of the original documented advance of construction costs in connection with the Source of Supply. Provided, further, however, if the Project and/or the Property is served by an additional potable Source of Supply, where a portion of the Project's and/or Property's Source of Supply is provided by an entity in addition to Owner, the \$800 payment referred to in this paragraph shall be paid by Company to Owner and each other such provider of Source of Supply. The percentage of contribution by Owner and each other such provider shall be established by Company and set forth in an amendment hereto.

11. All revenue generated by the Water Facilities shall be retained by Company as owner in compliance with all applicable rules and regulations of the IPUC. Charges applicable to the Water Facilities shall be the Company's tariff rates for existing customers as approved by the IPUC, which rates may be amended from time to time. Service shall be provided in compliance with all applicable rules and regulations of the IPUC.

- (a) If the Water Facilities include an existing, non-metered, flat rate system, and the costs for metering the Water Facilities cannot be justified by Company, the tariff rate shall be equal to the average revenue for the balance of company's residential customers.
- (b) If Company should determine that a flat rate customer is using water in excess of the average residential customer, the Company will provide a meter setting and meter. Customer will then pay Company's metered tariff rates as approved by the IPUC, which rates may be amended from time to time.
- (c) If a customer prefers to pay Company's approved metered tariff rates, the customer shall pay the installation and material costs associated with the installation of a meter setting.

12. It is agreed by Owner that Owner will not build at any time hereafter on, in or over any easement for water pipes or appurtenances any structure, the construction or presence of which will endanger or render ineffective or difficult of access the water pipes or appurtenances of Company, or lay other pipes or conduits within two feet (2'), measured horizontally, from said water pipe except pipes crossing same at right angles in which latter case a minimum distance of six inches (6") shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers said water pipes. Provided, however, that should Owner wish to do so Owner may, at Owner's expense, provide a new location acceptable to Company for said water pipes and Company will then move said water pipes and appurtenances to the new location. The cost of moving and altering and any expenses incident thereto, shall be borne by Owner. It is further understood and agreed that in case of any damage by Owner or

Issued Per IPUC Order No. Effective – June 1, 2018

SUEZ WATER IDAHO INC.

RESIDENTIAL OR MULTIPLE FAMILY HOUSING NON-CONTIGUOUS WATER SYSTEM AGREEMENT (continued)

caused by neglect of Owner to the water pipes or their appurtenances, or other injuries to the property of Company in connection therewith, these facilities will be repaired and brought to proper grade by Company or Company's contractor at Owner's expense.

13. It is further mutually understood and agreed that the mains and appurtenances within the limits of the street, avenues, roads, ways or easement areas, whether or not attached to or serving customers but constructed as part of the expansion shall be and remain the property of Company. Company shall have the right to extend any main installed by it pursuant to the terms of this Agreement in or to other lands, streets, or avenues without incurring any liability to Owner whatsoever.

14. Owner shall be reimbursed in connection with use of the Source of Supply by "late-comers," that is, bona fide customers who use the Source of Supply and which customers own a lot or property other than a lot in the Project, whereby costs, not in excess of the original advance of construction costs in connection with the Source of Supply, may be reimbursed to Owner over a period of fifteen (15) years from the date of transfer of the Water Facilities. Owner shall not be entitled or receive any reimbursement after fifteen (15) years from the date of this Agreement.

15. For the purposes of this Agreement, a bona fide customer shall mean any person(s), firm, company, corporation, association, governmental unit or owner of property as guarantor furnished water service of a permanent nature by Owner.

16. Each party shall be excused from further performance under this Agreement as a consequence of any delays or defaults in the performance of this Agreement unavoidably caused by the act of any governmental authority, the act of any public enemy, acts of God or the public enemy, nature, weather, war, war defense condition, strikes, walkouts or other causes beyond the control of the party whose performance is impaired.

17. The term of this Agreement shall be for fifteen (15) years from the date hereof.

Issued Per IPUC Order No. Effective – June 1, 2018 Sheet No. 50 Replacing all Previous Sheets

1.2

.

IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

SUEZ WATER IDAHO INC.

RESIDENTIAL OR MULTIPLE FAMILY HOUSING NON-CONTIGUOUS WATER SYSTEM AGREEMENT (continued)

ATTACHMENT NO. 1

Non-contiguous Water System Map/Plan

Sheet No. 51 Replacing all Previous Sheets IDAHO PUBLIC UTILITIES COMMISSION Approved Effective May 31, 2018 June 1, 2018 Per O.N. 34074 Diane M. Hanian Secretary

SUEZ WATER IDAHO INC.

RESIDENTIAL OR MULTIPLE FAMILY HOUSING NON-CONTIGUOUS WATER SYSTEM AGREEMENT (continued)

ATTACHMENT NO. 2

Breakdown of Costs

(Rate Case UWI-W-97-6 Adjusted Average Residential Revenue)

1. Investment	\$800
2. Revenue	335
3. Increase in Expenses O&M Ad Valorem @ 1.8% Depreciation @ 2.5%	145 14 20
Total Expenses	179
4. Income Before Income Taxes	156
5. Debt @ 53.13% of net investments	425
6. Interest on Debt	35
7. Taxable Income	121
8. Income Tax @ 26.7%	32
9. Income Available for Return	124
10. Return	15.50%