

Schedule No. 1

General Metered Service Rates

Availability: To all metered customers not served under another schedule.

Minimum Customer Charge and Block Volumes:

Meter Size	Gallons Allowed in Minimum Charge (First Block)	Gallons in Block Volume (Second Block)	Gallons in Block Volume (Third Block)	Monthly Minimum Charge
Combined FW & TM - ¾"	8,000	16,000	24,000	\$22.50
Combined FW & TM - 1"	11,000	22,000	33,000	\$31.68
Combined FW & TM - 1 ½"	15,000	30,000	45,000	\$40.86
Combined FW & TM - 2"	19,000	38,000	57,000	\$51.96
Combined FW & TM - 4"	33,000	66,000	99,000	\$92.82
Morningview .25 Acre – ¾" & 1"	11,000	22,000	33,000	\$50.00
Morningview .50 Acre – ¾" & 1"	11,000	22,000	33,000	\$60.00
Morningview 1.0 Acre – ¾" & 1"	11,000	22,000	33,000	\$65.50

Commodity Charge:	Rate per 1,000 Gallons of Use
First Block	Included In Minimum Charge
Second Block	\$0.640 per gallon
Third Block	\$1.439 per gallon

Contract Conditions:

The customer shall pay the total of the minimum customer charge plus the commodity charge. The commodity charge is based on all metered water in excess of the maximum gallons allowed in the minimum customer charge for the respective usage block in the billing period.

Issued December 29, 2023
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 K. Scott Bruce, General Manager

Schedule No. 1
General Metered Service Rates (Cont'd)

Consumption is expressed in 1,000-gallon units as expressed by the meter installed by the Company. The minimum customer charge will apply even when service is provided for less than the entire billing period.

Meter Reading Schedule:

Meters for all customers, residential, commercial, industrial, institutional, apartment buildings with two or more units, and condominiums will be read monthly year-round.

Schedule No. 2

Non-Recurring Charges

1. RECONNECT FEES:

This charge is applicable to all customers where water has been physically turned off for non-payment of a delinquent bill.

Rates:	<u>Each Occurrence</u>
During regular office hours (Monday through Friday 8am to 5pm)	\$ 20.00
After office hours	\$ 40.00

2. FIELD COLLECTION FEE:

This charge is applicable to all customers who pay outstanding bills for service at the time that Company personnel arrive at the customers' premises to terminate service.

Rate:	<u>Each Occurrence</u>
Field Collection Fee	\$ 15.00

3. HOOKUP CHARGES:

This charge is applicable when a new service is connected to the system for the first time.

<u>Meter Size of New Connection</u>	<u>One Time Charge</u>
¾" Meter	\$ 500.00
1" Meter	\$ 600.00
1 ½" Meter	\$ 930.00
2" Meter	\$1,205.00

When the installation of a new service line requires the Company to bore a line under a road, all additional costs will be charged to the customer on a time and materials basis. The new customer may, at their option, hire a Falls Water Company approved independent contractor to perform the road bore and connection. The Company will require such contractor to show proof of bonding, licensing and insurance and have at least five (5) years of experience at hot tapping water lines. Falls Water Company will inspect and approve all the work being performed to ensure compliance with the Company's installation requirements.

Schedule No. 2
Non-Recurring Charges (Cont'd)

4. RETURNED CHECK CHARGE:

This charge is applicable to all customers where the customer's check or bank draft is returned by the bank for insufficient funds, closed account, or some other appropriate reason.

Rate:	<u>Each Occurrence</u>
Returned check charge each occurrence	\$20.00

5. METER TEST AT CUSTOMER REQUEST CHARGE:

This charge is applicable when the customer requests the Company to test the accuracy of a meter in the case of a disputed bill.

Rate:	<u>Each Occurrence</u>
Error in meter registration of 1.5% or less	\$10.00

6. LATE PAYMENT CHARGE:

This charge is based on the unpaid balance at the time of the next billing date.

Rate:
1% of delinquent balance per month.

Schedule No. 3
Recurring Charges

Secondary Irrigation Rate NON-METERED CUSTOMERS

Monthly Charge \$16.85

The Secondary Irrigation Rate applied to customers receiving service for secondary irrigation.

GENERAL RULES & REGULATIONS FOR SMALL WATER UTILITIES

1. GENERAL

- 1.1 The Customer, in receiving water service, and the Company, in providing water service, shall both agree to abide by these rules and regulations.
- 1.2 In the event that there is a conflict between these rules and regulations and the Utility Customer Relations Rules (UCRR) and the Utility Customer Information Rules (UCIR), the Rules and Regulations of the Idaho Public Utilities Commission (Commission) shall take precedence unless an exception has been granted.
- 1.3 All recurring and non-recurring charges shall be approved in advance by the Commission.

2. DEFINITIONS

- 2.1 Applicant – a potential customer (person, business or government agency) applying for service to the Company and subject to the Commission’s rules and regulations.
- 2.2 Billing Period - the period of time between bills from the Company for normal services rendered.
- 2.3 Commission - Idaho Public Utilities Commission.
- 2.4 Commodity Charge – a recurring charge based only on the quantity of water used.
- 2.5 Company – the water company.
- 2.6 Connection or Hook-Up Fee – a non-recurring charge paid by a Customer requesting service for partial or full recovery of the Company's cost of providing a new service connection.
- 2.7 Contribution in Aid of Construction – a non-recurring charge paid by a Customer or developer to help defray the cost of system expansion.
- 2.8 Customer - a person, business or government agency responsible for paying bills and complying with the rules and regulations of the company.

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- 2.9 Customer Charge – a recurring fixed charge to recover a portion of the cost of meter reading and billing.
- 2.10 Fixed or Flat Rate – a recurring charge of a fixed amount, usually in an unmetered system.
- 2.11 Franchise Tax – the tax imposed on a Company by a governmental entity for the privilege of doing business within its boundaries.
- 2.12 Late Payment Charge – the non-recurring charge levied against any delinquent balance.
- 2.13 Minimum Charge – the minimum recurring charge for a billing period that may or may not include a specified quantity of water.
- 2.14 Non-recurring Charges – the charges that are not assessed each billing period.
- 2.15 Premises – the Customer's property including out buildings which are normally located on one lot or parcel of ground.
- 2.16 Rate Schedule - the schedules of all recurring and non-recurring charges of the Company.
- 2.17 Reconnection Charge – the charge paid by a Customer to the Company to restore service after disconnection.
- 2.18 Recurring Charges – the charges that are assessed each billing period.
- 2.19 Tariff – the rate schedules and the rules and regulations which govern the Company's service.
- 2.20 Utility Customer Information Rules (UCIR) – Information to Customers of Gas, Electric, and Water Public Utilities - IDAPA 31.21.02.000 et seq.
- 2.21 Utility Customer Relations Rules (UCRR) - Customer Relations Rules for Gas, Electric, and Water Public Utilities Regulated by the Idaho Public Utilities Commission (The Utility Customer Relations Rules) - IDAPA 31.21.01.000 et seq.

3. SERVICE FOR NEW CUSTOMERS

- 3.1 The Company shall furnish service to applicants within its certificated service area in accordance with rates and the rules and regulations approved by the Commission.

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K. Scott Bruce, General Manager

/S/ K. Scott Bruce

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- 3.2 Applicants for water service may be required to sign a standard form of service application.
- 3.3 The Company shall not be obligated to provide service at a service location until any required deposit has been received by the Company in accordance with the UCRR.
- 3.4 Special contracts may be required where large investments in special facilities are necessary to provide the requested service. The Company may require a contribution toward such investment and establish such minimum charges as are deemed necessary. All such contracts shall be subject to the approval of the Commission.
- 3.5 The Company reserves the right to place limitations on the amount and character of water service it will supply and to refuse service if, in its opinion:
 - a. the Company is required to refuse or limit service by regulatory authorities having jurisdiction over the Company;
 - b. the requested service installation is of larger size than is necessary to properly serve the premises;
 - c. the permanency of the building, structure, or institution requesting to be served is such that the Company's investment in such service is jeopardized;
 - d. the depth of the applicant's service line is less than the minimum depth required for frost protection;
 - e. the applicants' proposed service, main or other appurtenance does not conform to good engineering design or meet the standard specifications of the Company; or
 - f. if the applicant refuses to agree to abide by the rules and regulations of the Company.

If the Company denies service to an applicant for any reason, it shall immediately provide the applicant with a written explanation of its decision in accordance with the UCRR.

4. DEPOSITS

- 4.1 Rules and Regulations regarding deposits can be found in the UCRR.

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5. RATES

- 5.1 Rates charged for water service and supply shall be those published in the Company's tariff and approved by the Commission.

6. BILLING AND PAYMENT

- 6.1 All Customers shall be billed on a regular basis as identified on the applicable rate schedule.
- 6.2 If the system is metered, the Company shall try to read the meters prior to each billing unless specified differently on the applicable rate schedule. If the Company's meter reader is unable to gain access to the premises to read the meter, or in the event the meter fails to register, the Company will estimate the Customer's water consumption for the current billing period based on known consumption for a prior similar period or average of several periods. Subsequent readings will automatically adjust for differences between estimated and actual. Bills based on estimated consumption shall be clearly marked as "estimated".
- 6.3 All bills shall clearly indicate the balance due and may be due and payable no less than 15 days after the date rendered. All bills not paid by due date may be considered delinquent and service may be disconnected subject to the provisions of the UCRR.
- 6.4 A Late Payment Charge may be levied against any delinquent account. All payments received by the next billing date shall be applied to the Customer's account prior to calculating the Late Payment Charge.
- 6.5 The minimum bill or customer charge shall apply when service is provided for less than one month.
- 6.6 Owners of premises with one or more condominiums, buildings, stores, apartments or any other divisions of like or similar character, all of which are served from one (1) service connection are responsible for the entire water charges. If the owner desires to cease being responsible for water bills for such places and desires that the occupant of each division will be responsible for her or her respective bill, such transfer of responsibility will not be accepted or recognized by the Company until the plumbing arrangements of the building or premises are so changed by the owner or his or her agent as to permit

the Company, to its satisfaction, to serve each division or occupant separately from the other occupants in the same building.

- 6.7 Accounts shall be continued, and water bills rendered regularly until the Company has been duly notified to discontinue service.

7. METERING (If Applicable)

- 7.1 Meters will be installed by the Company near the Customer's property line or at any other reasonable location on the Customer's premises that is mutually agreed upon.
- 7.2 The Company's representative shall be given access to the Customer's premises at all reasonable hours for the purpose of obtaining meter readings. In the event of recurring inaccessibility, the Company may, at its option and after notifying the customer, relocate its metering equipment at the Customer's expense.
- 7.3 The Company shall be responsible for the maintenance of its metering equipment. Meters are considered to be sufficiently accurate if tests indicate that meter accuracy is within ± 2 percent. When for any reason a meter fails to register within these limits of accuracy, the Customer's use of water shall be estimated on the basis of available data and charges shall be adjusted accordingly. Corrected bills shall then be sent out to the customer and additional payment, or refund arrangements shall be made in accordance with the UCRR.
- 7.4 The Company reserves the right to test and/or replace any meter. Upon deposit of a "Meter Testing Fee" by a Customer, the Company will test the Customer's meter. If the test indicates that the meter over-registers by more than 2 percent, it shall be replaced with an accurate meter at no cost to the Customer and the "Meter Testing Fee" shall be refunded and water bills shall be adjusted in accordance with the UCRR. Meter Testing Fees shall require prior approval by the Commission.
- 7.5 At the Company's discretion, un-metered Customers may be converted to metered service if such transition occurs in a planned, systematic manner without unreasonable discrimination and if the Company has an approved metered rate.
- 7.6 The Company will have the right to set meters or other devices without notice to the Customer for the detection and prevention of fraud.

- 7.7 In any building where the meter is to be installed in the basement, the incoming water pipe must enter the basement at least sixteen (16) inches from the riser in order that a meter can be set in a horizontal position in the basement. All pipes to the different parts of the building or grounds must lead from the riser at least one (1) foot above the elbow.

8. CUSTOMER PLUMBING AND APPLIANCES

- 8.1 All plumbing, piping, fixtures and appliances on the Customer's side of the service connection will be installed and maintained under the responsibility and at the expense of the Customer or owner of the premises.
- 8.2 The plumbing, piping, fixtures and appliances shall be maintained in conformity with all municipal, state and federal requirements. The nature and condition of this plumbing, piping and equipment will be such as not to endanger life or property, interfere with service to other Customers or permit those with metered services to divert system water without meter registration.
- 8.3 A stop-and-waste valve will be installed on the Customer's plumbing in a place always accessible and so located as to permit shutting off the water for the entire premises with the least possible delay.
- 8.4 All persons having boilers, water tanks or other equipment supplied by direct pressure from the Company's mains should install a pressure relief valve, or other device to serve the same purpose, so as to prevent excess pressure from forcing hot water and/or steam back into the water meter and mains of the Company. All damage to the Company's property resulting from the failure to properly equip plumbing with a relief valve will be billed to the Customer.
- 8.5 The Company is not obligated to perform any service whatever in locating leaks or other trouble with the customer's piping.
- 8.6 When the premises served by the Company are also served in any manner from another water supply of any kind, an approved backflow prevention device shall be installed at the service connection. Water service for either stand-by or other purposes will not be furnished until piping and connections are inspected and approved by a representative of the Company.

- 8.7 Property owners will not be allowed to connect the water service of different properties together.
- 8.8 All of the Customer's service pipes and fixtures must be kept in repair and protected from freezing at his or her expense. When there are leaking or defective pipes or fixtures, the water may be turned off at the option of the Company until the proper repairs are made.

9. INSTALLATION OF SERVICE CONNECTIONS

- 9.1 The service connection is the property of the Company and as such, the Company is responsible for its installation and maintenance. It consists of piping, curbstop and valve or meter box and a meter, if the system is metered. The service connection transmits water from the Company's water main to a valve or meter box generally located near the Customer's property line. All piping, valves or appliances beyond this point shall be the property and responsibility of the Customer.
- 9.2 The Company reserves the right to designate the size and location of the service line, curbstop, meter (if applicable) and meter or valve box and the amount of space which must be left unobstructed for the installation and future maintenance and operation thereof.
- 9.3 Where a service connection is desired for premises on which there is no permanent structure, the Company will install a service connection to said premises only upon payment by the applicant of the estimated cost of said service connection. If within a period of five (5) years from the installation of said service connection a permanent structure is erected on the premises, the Company will refund, with interest, the difference between any approved new Customer charges in effect at the time of connection, and the applicant's advance.
- 9.4 The extra costs of any out-of-the-ordinary circumstances requiring additional equipment or special construction techniques involved in the installation of a service connection will be agreed to in advance by the Customer and the Company.

10. REPLACEMENT OR ENLARGEMENT OF SERVICE CONNECTION

- 10.1 Unless otherwise provided herein, the Company shall replace or enlarge service connections at its own expense as follows:

- 10.1. whenever it is necessary to change the location of any service connection due to relocation or abandonment of the Company's mains; and,
 - 10.2. for commercial or industrial services where the type or volume of use has changed, and the enlargement will result in sufficient increase in annual revenue to justify the enlargement.
- 10.2 The relocation, enlargement, or reduction of service connections for the convenience of the Customer will be at the expense of the Customer. Prior to such relocation, enlargement or reduction, the Customer will deposit the estimated cost thereof with the Company. Within fifteen (15) days, a refund will be made to the Customer in the amount by which the estimated cost exceeds the actual cost. The amount by which the actual cost exceeds the estimated cost will be due and payable within fifteen (15) days after billing for such deficiency.
- 10.3 Enlargement of any service connection will be made only after such time as the Customer's plumbing inside his or her premises have been enlarged sufficiently to accommodate the additional capacity.

11. DISCONNECTION AND RECONNECTION OF SERVICE

- 11.1 When a Customer desires to discontinue service he shall give notice to the Company at least two (2) days in advance and be responsible for all water consumed for the two (2) days after the date of such notice.
- 11.2 The Company shall discontinue a Customer's service on an involuntary basis only in accordance with UCRR.
- 11.3 When it becomes necessary for the Company to involuntarily discontinue the water service to a Customer, service shall be reconnected only after all bills for service then due have been paid or satisfactory payment arrangements have been made.
- 11.4 A reconnection fee may be charged each time a Customer is disconnected, either voluntarily or involuntarily, and reconnected at the same premises. The reconnection fee will be paid before service is restored. Reconnection fees shall not be charged for any situation or circumstance in which the Customer's water supply is disconnected by the Company for its convenience.

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- 11.5 The Company reserves the right at any time, upon notice, to shut off the water for maintenance or expansion and, in emergencies, may do so without notice. The Company shall at all times use reasonable diligence and care to prevent interruption of said water service.
- 11.6 Except in the case of an emergency, no one, except an authorized Company representative, shall turn on or turn off the water on the Company's side of the service connection.

12. EXTENSION OF WATER MAINS

- 12.1 The extension of system water mains for the purpose of providing new service shall be handled in accordance with the "Uniform Main Extension Rules for Small Water Companies" which is on file with the Idaho Public Utilities Commission.

13. MISCELLANEOUS

- 13.1 No customer shall permit any person from another premises to take water from his or her water service or tap for more than (1) week without the written permission and consent of the Company.
- 13.2 No person acting either on his or her own behalf or an agent of any person, firm, corporation or municipality not authorized by the Company shall take any water from any fire hydrant on the Company's system except in the case of an emergency.
- 13.3 No person shall place upon or about any hydrant, gate, box, meter, meter box or other property of the Company any building material or other substance so as to prevent free access at all times to the same.
- 13.4 Service will be maintained to domestic Customers on a preferential basis. Delivery of water under all schedules may be restricted, interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of water.
- 13.5 No rate contract or application is assignable from one user to another, except upon the agreement of all parties concerned.
- 13.6 The Company representative shall be given access to the premises of the Customer at all reasonable hours for obtaining meter readings, for turning on or shutting off the flow of water, for inspecting, removing, repairing or protecting from abuse or fraud any of the property of the

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Company installed on the premises. Access shall be granted at all times for emergency purposes.

- 13.7 No one shall tamper or interfere with the Company's equipment or property, nor shall repairs, connections or replacements be made without the Company authorization.
- 13.8 Whenever an applicant desires service of a character for which there is no available service classification, a contract may be executed in lieu of a tariff. Any such contract shall be subject to the approval of the Idaho Public Utilities Commission.
- 13.9 Copies of the Company's rates and summary of rules and regulations shall be available at the Company's office and provided to customers upon commencement of service, and annually thereafter in accordance with the UCRR and the UCIR.

14. SPECIAL PROVISIONS OR AMENDMENTS

- 14.1 It shall be the responsibility of the Customer to keep the area within three (3) feet of a fire hydrant clear from snow, trees, brush, weeds, growth, fences, or any other obstructions if a fire hydrant is located upon or adjacent to the customer's premises.

15. EQUAL PAY PLAN

- 15.1 The Residential Equal Pay Plan: The Equal Pay Plan is available to Residential Customers, desiring equal payments for water service. A Residential Customer may enroll in the Equal Pay Plan at any time during the year. To be eligible for the Equal Pay Plan, the customer must have a minimum of 12 consecutive months of service at the current location and have no past due balances owing at the time of enrollment.

The levelized monthly payments will approximate the 12-month average of the most current bills. Equal Pay amounts will be recalculated annually at the 12-month anniversary of the date the customer began paying their most current Equal Pay Amount. The new monthly payment will be the recalculated Equal Pay amount. A customer's Equal Pay amount may increase, decrease, or stay the same from year to year.

Customers with a negative (underpaid) balance in their Equal Pay account at the time of recalculation will the new monthly Equal Pay charges equal to the recalculated Equal Pay amount plus one-twelfth of the negative balance. At the customer's option, a negative balance may be paid in full and disregarded for the purposes of calculating the next periods Equal pay amount. If the negative balance exceeds 25% of the estimated annual bill for the ensuing annual period, the Company may require that the negative balance be paid in full. Customers with a positive balance exceeding \$25 in their Equal Pay account at the time of the recalculation may be refunded at the customer's request. If no request is made the monthly Equal Pay charge will be equal to the recalculated Equal Pay amount reduced by one-twelfth of the positive balance. Upon termination of the Equal Pay agreement, after all charges for services are paid, positive balances will be refunded.

Estimates of future costs based on historical changes furnished by the Company should not be construed by the customer as a guarantee that the total actual changes will be exceed the estimates. In the event of a significant changes in rates for water service or substantial deviation from the customer's historical water consumptions, the Company may at any time submit a revised estimate to the customer and require that the customer pay the revised monthly Equal Pay installment amount as a condition of continuation in the Equal Pay Plan.

The Equal Pay amount will be billed monthly. Once established, the Equal pay will remain in effective from year to year until the customer notifies the Company not less than 30 days prior to the desired date of cancellation or unless the customer fails to pay the Equal Pay amount.

Schedule No. 1

General Metered Service Rates

Availability: To all metered customers not served under another schedule.

Minimum Customer Charge and Block Volumes:

Meter Size	<u>Maximum Gallons Allowed in Minimum Charge (First Block)</u>	<u>Gallons in Block Volume (Second Block)</u>	<u>Gallons in Block Volume (Third Block)</u>	Monthly Minimum Charge
5/8" and <u>Combined FW & TM - 3/4"</u>	12,000 <u>8,000</u>	<u>16,000</u>	<u>24,000</u>	\$18.75 <u>\$22.50</u>
<u>Combined FW & TM - 1"</u>	17,000 <u>11,000</u>	<u>22,000</u>	<u>33,000</u>	\$26.40 <u>\$31.68</u>
<u>Combined FW & TM - 1 1/2"</u>	22,000 <u>15,000</u>	<u>30,000</u>	<u>45,000</u>	\$34.05 <u>\$40.86</u>
<u>Combined FW & TM - 2"</u>	28,000 <u>19,000</u>	<u>38,000</u>	<u>57,000</u>	\$43.30 <u>\$51.96</u>
<u>Combined FW & TM - 4"</u>	49,000 <u>33,000</u>	<u>66,000</u>	<u>99,000</u>	\$77.35 <u>\$92.82</u>
<u>Morningview .25 Acre - 3/4" & 1"</u>	<u>11,000</u>	<u>22,000</u>	<u>33,000</u>	<u>\$50.00</u>
<u>Morningview .50 Acre - 3/4" & 1"</u>	<u>11,000</u>	<u>22,000</u>	<u>33,000</u>	<u>\$60.00</u>
<u>Morningview 1.0 Acre - 3/4" & 1"</u>	<u>11,000</u>	<u>22,000</u>	<u>33,000</u>	<u>\$65.50</u>

Commodity Charge:	Rate per 1,000 Gallons of Use
<u>First Block</u>	<u>Included In Minimum Charge</u>
For all water use in excess of the maximum gallons allowed in minimum charge. <u>Second Block</u>	\$0.9170 <u>0.640 per gallon</u>
<u>Third Block</u>	<u>\$1.439 per gallon</u>

Contract Conditions:

The customer shall pay the total of the minimum customer charge plus the commodity charge.

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/S/ K. Scott Bruce

Falls Water Co., Inc.

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The commodity charge is based on all metered water in excess of the maximum gallons allowed in the minimum customer charge for the respective usage block in the billing period.

Schedule No. 1 General Metered Service Rates (Cont'd)

Consumption is expressed in 1,000-gallon units as expressed by the meter installed by the Company. The minimum customer charge will apply even when service is provided for less than the entire billing period.

Meter Reading Schedule:

Meters for all customers, residential, commercial, industrial, institutional, apartment buildings with two or more units, and condominiums will be read monthly ~~year-round~~ year-round.

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K. Scott Bruce, General Manager

/S/ K. Scott Bruce

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Schedule No. 2

Non-Recurring Charges

1. RECONNECT FEES:

This charge is applicable to all customers where water has been physically turned off for non-payment of a delinquent bill.

Rates:	<u>Each Occurrence</u>
During regular office hours (Monday through Friday 8am to 5pm)	\$ 20.00
After office hours	\$ 40.00

2. FIELD COLLECTION FEE:

This charge is applicable to all customers who pay outstanding bills for service at the time that Company personnel arrive at the customers' premises to terminate service.

Rate:	<u>Each Occurrence</u>
Field Collection Fee	\$ 15.00

3. HOOKUP CHARGES:

This charge is applicable when a new service is connected to the system for the first time.

<u>Meter Size of New Connection</u>	<u>One timeTime Charge</u>
¾" Meter	\$ 500.00
1" Meter	\$ 600.00
1 ½" Meter	\$ 930.00
2" Meter	\$1,205.00

When the installation of a new service line requires the Company to bore a line under a road, all additional costs will be charged to the customer on a time and materials basis. The new customer may, at their option, hire a Falls Water Company approved independent contractor to perform the road bore and connection. The Company will require such contractor to show proof of bonding, licensing and insurance and have at least five (5) years of experience at hot tapping water lines. Falls Water Company will inspect and approve all the work being performed to ~~insure~~ensure compliance with the Company's installation requirements.

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Non-Recurring Charges (Cont'd)

4. RETURNED CHECK CHARGE:

This charge is applicable to all customers where the customer's check or bank draft is returned by the bank for insufficient funds, closed account, or some other appropriate reason.

Rate:	<u>Each Occurrence</u>
Returned check charge each occurrence	\$20.00

5. METER TEST AT CUSTOMER REQUEST CHARGE:

This charge is applicable when the customer requests the Company to test the accuracy of a meter in the case of a disputed bill.

Rate:	<u>Each Occurrence</u>
Error in meter registration of 1.5% or less	\$10.00

6. LATE PAYMENT CHARGE:

This charge is based on the unpaid balance at the time of the next billing date.

Rate:
1% of delinquent balance per month.

Schedule No. 3
Recurring Charges

Secondary Irrigation Rate NON-METERED CUSTOMERS

For Former Customers Of Taylor Mountain

~~METERED CUSTOMERS~~

~~Minimum Monthly Charge \$20.00~~

~~The Minimum Monthly Charge includes usage up to 15,000 gallons.~~

~~The Usage Charge is calculated by multiplying metered water consumption during the billing period by the rate per unit of measurement. The total Usage Charge is the sum of charges for each Tier.~~

Tier 1:	First 15,000 gallons (0 to 15,000 gallons)	\$ 0.00	
Tier 2:	Next 60,000 gallons (15,001 to 75,000 gallons)	\$ 0.71	per 1,000 gallons
Tier 3:	Next 50,000 gallons (75,001 to 125,000 gallons)	\$ 1.00	per 1,000 gallons
Tier 4:	Over 125,001 gallons (125,001 gallons and over)	\$ 2.00	per 1,000 gallons

~~Schedule No. 4~~

~~Non-Recurring Charges~~

~~For Former Customers Of Taylor Mountain~~

~~Reconnection Charge:~~

~~Applies when a Customer requests reconnection following disconnection of service for:~~

- ~~• non-payment~~
- ~~• a dangerous condition caused by the Customer (e.g., lack of certified cross connection control)~~

~~Does not apply to situations where the Customer requests disconnection to make repairs or prevent water damage to the Customer's property. Also does not apply when service was disconnected by the Company for its convenience.~~

~~**Rates:**~~

~~During regular office hours-~~

~~(Monday through Friday 8 am to 5 pm)~~

~~After office hours~~

~~**Each Occurrence**~~

~~**\$20.00**~~

~~**\$ 40.00**~~

~~Hook Up Charge:~~

~~Applies when the Company must install a new service connection in order to provide water to a new Customer.~~

~~\$1,179.00~~

~~Late Payment Charge:~~

~~Applies to the past-due balance owed at the time of the next billing.~~

~~One percent (1%)~~

~~Schedule No. 5~~

~~Recurring Charges~~

~~for Former Customers of Morningview~~

Lot Size	Minimum Charge	First Tier Volume	First Tier Commodity Charge (per 1,000 gal)	Second Tier Commodity Charge (per 1,000 gal)
¼ Acre	\$55.00	10,000	\$.17	\$.53
½ Acre	\$65.00	40,000	\$.17	\$.53
1 Acre	\$70.50	45,000	\$.17	\$.53

~~The minimum charge varies per lot size and does not include water usage. All mobile home lots are billed using the ¼ Acre minimum charge and volume rates. Volume charges are based on the amount of water used by the customer during the billing period, rounded to 1,000 gallons.~~

~~The volume of water billed under the first and second tier rates varies based upon the size of the lot. The first tier rate applies to the amount of water used by the customer up to the first tier allowance. The second tier rate applies to each 1,000 gallons used above the first tier rate applies to each 1,000 gallons used above the first tier volume allowance.~~

~~EXAMPLE~~

~~A customer who is billed under the ¼ Acre rates and used 12,000 gallons a month would pay:~~

~~\$55.00 minimum charge
\$1.70 first tier charges (10,000 gal. x \$.17 / 1,000 gal.)
\$1.06 second tier charges (2,000 gal x \$.53 / 1,000 gal.)
For a total of \$57.76~~

~~Customers will be billed monthly based on the meter reading from the previous month.~~

Schedule No. 6

Non-Recurring Charges

for Former Customers of Morningview

- ~~7. RECONNECT FEES: \$25.00
Applies when a customer requests reconnection following disconnection of service for non-payment. Does not apply to situations where the customer requests disconnection to make repairs or prevent water damage to the customer's property. Also does not apply when service was disconnected by the Company for its convenience.~~
- ~~8. INSUFFICIENT FUNDS CHARGE: - \$20.00
Applies when a customer tenders payment for utility service with a dishonored check or makes an electronic payment on an account with insufficient funds.~~
- ~~9. LATE PAYMENT FEE: _____ One percent (1%)
Applies to the past due balance owing at the time of the next billing.
Normal business hours are defined as between 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays.~~

Schedule No. 7

Recurring Charges

for Former Customers of Honeybee Acres Water Co.

~~Flat Rate~~ Monthly Charge: ~~\$30.00~~16.85

~~The flat rate for former Honeybee Acres Water Co. customers is effective until the customers homes are physically connected to the Falls Water Co., Inc. water system. At that time, the rates for Falls Water customers found in Schedule No. 1 and Schedule No. 2 will become effective.~~

The Secondary Irrigation Rate applied to customers receiving service for secondary irrigation.

GENERAL RULES & REGULATIONS FOR SMALL WATER UTILITIES

1. GENERAL

- 1.1 The Customer, in receiving water service, and the Company, in providing water service, shall both agree to abide by these rules and regulations.
- 1.2 In the event that there is a conflict between these rules and regulations and the Utility Customer Relations Rules (UCRR) and the Utility Customer Information Rules (UCIR), the Rules and Regulations of the Idaho Public Utilities Commission (Commission) shall take precedence unless an exception has been granted.
- 1.3 All recurring and non-recurring charges shall be approved in advance by the Commission.

2. DEFINITIONS

- 2.1 Applicant – a potential customer (person, business or government agency) applying for service to the Company and subject to the Commission’s rules and regulations.
- 2.2 Billing Period - the period of time between bills from the Company for normal services rendered.
- 2.3 Commission - Idaho Public Utilities Commission.
- 2.4 Commodity Charge – a recurring charge based only on the quantity of water used.
- 2.5 Company – the water company.
- 2.6 Connection or Hook-Up Fee – a non-recurring charge paid by a Customer requesting service for partial or full recovery of the Company's cost of providing a new service connection.
- 2.7 Contribution in Aid of Construction – a non-recurring charge paid by a Customer or developer to help defray the cost of system expansion.
- 2.8 Customer - a person, business or government agency responsible for paying bills and complying with the rules and regulations of the company.
- 2.9 Customer Charge – a recurring fixed charge to recover a portion of the cost of meter reading and billing.
- 2.10 Fixed or Flat Rate – a recurring charge of a fixed amount, usually in an unmetered system.
- 2.11 Franchise Tax – the tax imposed on a Company by a governmental entity for the privilege of doing business within its boundaries.

- 2.12 Late Payment Charge – the non-recurring charge levied against any delinquent balance.
- 2.13 Minimum Charge – the minimum recurring charge for a billing period that may or may not include a specified quantity of water.
- 2.14 Non-recurring Charges – the charges that are not assessed each billing period.
- 2.15 Premises – the Customer's property including out buildings which are normally located on one lot or parcel of ground.
- 2.16 Rate Schedule - the schedules of all recurring and non-recurring charges of the Company.
- 2.17 Reconnection Charge – the charge paid by a Customer to the Company to restore service after disconnection.
- 2.18 Recurring Charges – the charges that are assessed each billing period.
- 2.19 Tariff – the rate schedules and the rules and regulations which govern the Company's service.
- 2.20 Utility Customer Information Rules (UCIR) – Information to Customers of Gas, Electric, and Water Public Utilities - IDAPA 31.21.02.000 et seq.
- 2.21 Utility Customer Relations Rules (UCRR) - Customer Relations Rules for Gas, Electric, and Water Public Utilities Regulated by the Idaho Public Utilities Commission (The Utility Customer Relations Rules) - IDAPA 31.21.01.000 et seq.

3. SERVICE FOR NEW CUSTOMERS

- 3.1 The Company shall furnish service to applicants within its certificated service area in accordance with rates and the rules and regulations approved by the Commission.
- 3.2 Applicants for water service may be required to sign a standard form of service application.
- 3.3 The Company shall not be obligated to provide service at a service location until any required deposit has been received by the Company in accordance with the UCRR.
- 3.4 Special contracts may be required where large investments in special facilities are necessary to provide the requested service. The Company may require a contribution toward such investment and establish such minimum charges as are deemed necessary. All such contracts shall be subject to the approval of the Commission.
- 3.5 The Company reserves the right to place limitations on the amount and character of water service it will supply and to refuse service if, in its opinion:

- a. the Company is required to refuse or limit service by regulatory authorities having jurisdiction over the Company;
- b. the requested service installation is of larger size than is necessary to properly serve the premises;
- c. the permanency of the building, structure, or institution requesting to be served is such that the Company's investment in such service is jeopardized;
- d. the depth of the applicant's service line is less than the minimum depth required for frost protection;
- e. the applicants' proposed service, main or other appurtenance does not conform to good engineering design or meet the standard specifications of the Company; or
- f. if the applicant refuses to agree to abide by the rules and regulations of the Company.

If the Company denies service to an applicant for any reason, it shall immediately provide the applicant with a written explanation of its decision in accordance with the UCRR.

4. DEPOSITS

- 4.1 Rules and Regulations regarding deposits can be found in the UCRR.

5. RATES

- 5.1 Rates charged for water service and supply shall be those published in the Company's tariff and approved by the Commission.

6. BILLING AND PAYMENT

- 6.1 All Customers shall be billed on a regular basis as identified on the applicable rate schedule.
- 6.2 If the system is metered, the Company shall try to read the meters prior to each billing unless specified differently on the applicable rate schedule. If the Company's meter reader is unable to gain access to the premises to read the meter, or in the event the meter fails to register, the Company will estimate the Customer's water consumption for the current billing period based on known consumption for a prior similar period or average of several periods. Subsequent readings will automatically adjust for differences between estimated and actual. Bills based on estimated consumption shall be clearly marked as "estimated".

- 6.3 All bills shall clearly indicate the balance due and may be due and payable no less than 15 days after the date rendered. All bills not paid by due date may be considered delinquent and service may be disconnected subject to the provisions of the UCRR.
- 6.4 A Late Payment Charge may be levied against any delinquent account. All payments received by the next billing date shall be applied to the Customer's account prior to calculating the Late Payment Charge.
- 6.5 The minimum bill or customer charge shall apply when service is provided for less than one month.
- 6.6 Owners of premises with one or more condominiums, buildings, stores, apartments or any other divisions of like or similar character, all of which are served from one (1) service connection are responsible for the entire water charges. If the owner desires to cease being responsible for water bills for such places and desires that the occupant of each division will be responsible for her or her respective bill, such transfer of responsibility will not be accepted or recognized by the Company until the plumbing arrangements of the building or premises are so changed by the owner or his or her agent as to permit the Company, to its satisfaction, to serve each division or occupant separately from the other occupants in the same building.
- 6.7 Accounts shall be continued, and water bills rendered regularly until the Company has been duly notified to discontinue service.

7. METERING (If Applicable)

- 7.1 Meters will be installed by the Company near the Customer's property line or at any other reasonable location on the Customer's premises that is mutually agreed upon.
- 7.2 The Company's representative shall be given access to the Customer's premises at all reasonable hours for the purpose of obtaining meter readings. In the event of recurring inaccessibility, the Company may, at its option and after notifying the customer, relocate its metering equipment at the Customer's expense.
- 7.3 The Company shall be responsible for the maintenance of its metering equipment. Meters are considered to be sufficiently accurate if tests indicate that meter accuracy is within + 2 percent. When for any reason a meter fails to register within these limits of accuracy, the Customer's use of water shall be estimated on the basis of available data and charges shall be adjusted accordingly. Corrected bills shall then be sent out to the customer and additional payment, or refund arrangements shall be made in accordance with the UCRR.
- 7.4 The Company reserves the right to test and/or replace any meter. Upon deposit of a "Meter Testing Fee" by a Customer, the Company will test the Customer's meter. If the test indicates that the meter

over-registers by more than 2 percent, it shall be replaced with an accurate meter at no cost to the Customer and the "Meter Testing Fee" shall be refunded and water bills shall be adjusted in accordance with the UCRR. Meter Testing Fees shall require prior approval by the Commission.

- 7.5 At the Company's discretion, un-metered Customers may be converted to metered service if such transition occurs in a planned, systematic manner without unreasonable discrimination and if the Company has an approved metered rate.
- 7.6 The Company will have the right to set meters or other devices without notice to the Customer for the detection and prevention of fraud.
- 7.7 In any building where the meter is to be installed in the basement, the incoming water pipe must enter the basement at least sixteen (16) inches from the riser in order that a meter can be set in a horizontal position in the basement. All pipes to the different parts of the building or grounds must lead from the riser at least one (1) foot above the elbow.

8. CUSTOMER PLUMBING AND APPLIANCES

- 8.1 All plumbing, piping, fixtures and appliances on the Customer's side of the service connection will be installed and maintained under the responsibility and at the expense of the Customer or owner of the premises.
- 8.2 The plumbing, piping, fixtures and appliances shall be maintained in conformity with all municipal, state and federal requirements. The nature and condition of this plumbing, piping and equipment will be such as not to endanger life or property, interfere with service to other Customers or permit those with metered services to divert system water without meter registration.
- 8.3 A stop-and-waste valve will be installed on the Customer's plumbing in a place always accessible and so located as to permit shutting off the water for the entire premises with the least possible delay.
- 8.4 All persons having boilers, water tanks or other equipment supplied by direct pressure from the Company's mains should install a pressure relief valve, or other device to serve the same purpose, so as to prevent excess pressure from forcing hot water and/or steam back into the water meter and mains of the Company. All damage to the Company's property resulting from the failure to properly equip plumbing with a relief valve will be billed to the Customer.
- 8.5 The Company is not obligated to perform any service whatever in locating leaks or other trouble with the customer's piping.

- 8.6 When the premises served by the Company are also served in any manner from another water supply of any kind, an approved backflow prevention device shall be installed at the service connection. Water service for either stand-by or other purposes will not be furnished until piping and connections are inspected and approved by a representative of the Company.
- 8.7 Property owners will not be allowed to connect the water service of different properties together.
- 8.8 All of the Customer's service pipes and fixtures must be kept in repair and protected from freezing at his or her expense. When there are leaking or defective pipes or fixtures, the water may be turned off at the option of the Company until the proper repairs are made.

9. INSTALLATION OF SERVICE CONNECTIONS

- 9.1 The service connection is the property of the Company and as such, the Company is responsible for its installation and maintenance. It consists of piping, curbstop and valve or meter box and a meter, if the system is metered. The service connection transmits water from the Company's water main to a valve or meter box generally located near the Customer's property line. All piping, valves or appliances beyond this point shall be the property and responsibility of the Customer.
- 9.2 The Company reserves the right to designate the size and location of the service line, curbstop, meter (if applicable) and meter or valve box and the amount of space which must be left unobstructed for the installation and future maintenance and operation thereof.
- 9.3 Where a service connection is desired for premises on which there is no permanent structure, the Company will install a service connection to said premises only upon payment by the applicant of the estimated cost of said service connection. If within a period of five (5) years from the installation of said service connection a permanent structure is erected on the premises, the Company will refund, with interest, the difference between any approved new Customer charges in effect at the time of connection, and the applicant's advance.
- 9.4 The extra costs of any out-of-the-ordinary circumstances requiring additional equipment or special construction techniques involved in the installation of a service connection will be agreed to in advance by the Customer and the Company.

10. REPLACEMENT OR ENLARGEMENT OF SERVICE CONNECTION

- 10.1 Unless otherwise provided herein, the Company shall replace or enlarge service connections at its own expense as follows:

- 10.1. whenever it is necessary to change the location of any service connection due to relocation or abandonment of the Company's mains; and,
- 10.2. for commercial or industrial services where the type or volume of use has changed, and the enlargement will result in sufficient increase in annual revenue to justify the enlargement.
- 10.2 The relocation, enlargement, or reduction of service connections for the convenience of the Customer will be at the expense of the Customer. Prior to such relocation, enlargement or reduction, the Customer will deposit the estimated cost thereof with the Company. Within fifteen (15) days, a refund will be made to the Customer in the amount by which the estimated cost exceeds the actual cost. The amount by which the actual cost exceeds the estimated cost will be due and payable within fifteen (15) days after billing for such deficiency.
- 10.3 Enlargement of any service connection will be made only after such time as the Customer's plumbing inside his or her premises have been enlarged sufficiently to accommodate the additional capacity.

11. DISCONNECTION AND RECONNECTION OF SERVICE

- 11.1 When a Customer desires to discontinue service he shall give notice to the Company at least two (2) days in advance and be responsible for all water consumed for the two (2) days after the date of such notice.
- 11.2 The Company shall discontinue a Customer's service on an involuntary basis only in accordance with UCRR.
- 11.3 When it becomes necessary for the Company to involuntarily discontinue the water service to a Customer, service shall be reconnected only after all bills for service then due have been paid or satisfactory payment arrangements have been made.
- 11.4 A reconnection fee may be charged each time a Customer is disconnected, either voluntarily or involuntarily, and reconnected at the same premises. The reconnection fee will be paid before service is restored. Reconnection fees shall not be charged for any situation or circumstance in which the Customer's water supply is disconnected by the Company for its convenience.
- 11.5 The Company reserves the right at any time, upon notice, to shut off the water for maintenance or expansion and, in emergencies, may do so without notice. The Company shall at all times use reasonable diligence and care to prevent interruption of said water service.
- 11.6 Except in the case of an emergency, no one, except an authorized Company representative, shall turn on or turn off the water on the Company's side of the service connection.

12. EXTENSION OF WATER MAINS

12.1 The extension of system water mains for the purpose of providing new service shall be handled in accordance with the "Uniform Main Extension Rules for Small Water Companies" which is on file with the Idaho Public Utilities Commission.

13. MISCELLANEOUS

13.1 No customer shall permit any person from another premises to take water from his or her water service or tap for more than (1) week without the written permission and consent of the Company.

13.2 No person acting either on his or her own behalf or an agent of any person, firm, corporation or municipality not authorized by the Company shall take any water from any fire hydrant on the Company's system except in the case of an emergency.

13.3 No person shall place upon or about any hydrant, gate, box, meter, meter box or other property of the Company any building material or other substance so as to prevent free access at all times to the same.

13.4 Service will be maintained to domestic Customers on a preferential basis. Delivery of water under all schedules may be restricted, interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of water.

13.5 No rate contract or application is assignable from one user to another, except upon the agreement of all parties concerned.

13.6 The Company representative shall be given access to the premises of the Customer at all reasonable hours for obtaining meter readings, for turning on or shutting off the flow of water, for inspecting, removing, repairing or protecting from abuse or fraud any of the property of the Company installed on the premises. Access shall be granted at all times for emergency purposes.

13.7 No one shall tamper or interfere with the Company's equipment or property, nor shall repairs, connections or replacements be made without the Company authorization.

13.8 Whenever an applicant desires service of a character for which there is no available service classification, a contract may be executed in lieu of a tariff. Any such contract shall be subject to the approval of the Idaho Public Utilities Commission.

13.9 Copies of the Company's rates and summary of rules and regulations shall be available at the Company's office and provided to customers upon commencement of service, and annually thereafter in accordance with the UCRR and the UCIR.

14. ~~Special Provisions or Amendments~~ SPECIAL PROVISIONS OR AMENDMENTS

- 14.1 It shall be the responsibly of the Customer to keep the area within three (3) feet of a fire hydrant clear from snow, trees, brush, weeds, growth, fences, or any other obstructions if a fire hydrant is located upon or adjacent to the customer's premises.

15. EQUAL PAY PLAN

- 15.1 The Residential Equal Play Plan: The Equal Pay Plan is available to Residential Customers, desiring equal payments for water service. A Residential Customer may enroll in the Equal Pay Plan at any time during the year. To be eligible for the Equal Pay Plan, the customer must have a minimum of 12 consecutive months or service at the current location and have no past due balances owing at the time of enrollment.

The levelized monthly payments will approximate the 12-month average of the most current bills. Equal Pay amounts will be recalculated annually at the 12-month anniversary of the date the customer began paying their most current Equal Pay Amount. The new monthly payment will be the recalculated Equal Pay amount. A customers' Equal Pay amount may increase, decrease, or stay the same from year to year.

Customers with a negative (underpaid) balance in their Equal Pay account at the time of recalculation will the new monthly Equal Pay charges equal to the recalculated Equal Pay amount plus one-twelfth of the negative balance. At the customer's option, a negative balance may be paid in full and disregarded for the purposes of calculating the next periods Equal pay amount. If the negative balance exceeds 25% of the estimated annual bill for the ensuing annual period, the Company may require that the negative balance be paid in full. Customers with a positive balance exceeding \$25 in their Equal Pay account at the time of the recalculation may be refunded at the customer's request. If no request is made the monthly Equal Pay charge will be equal to the recalculated Equal Pay amount reduced by one-twelfth of the positive balance. Upon termination of the Equal Pay agreement, after all charges for services are paid, positive balances will be refunded.

Estimates of future costs based on historical changes furnished by the Company should not be construed by the customer as a guarantee that the total actual changes will be exceed the estimates. In the event of a significant changes in rates for water service or substantial deviation from the customer's historical water consumptions, the Company may at any time submit a revised estimate to the customer and require that the

customer pay the revised monthly Equal Pay installment amount as a condition of continuation in the Equal Pay Plan.

The Equal Pay amount will be billed monthly. Once established, the Equal pay will remain in effective from year to year until the customer notifies the Company not less than 30 days prior to the desired date of cancellation or unless the customer fails to pay the Equal Pay amount.