

Rate Schedule 1

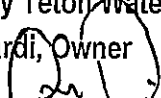
Basic Flat Rate Service – Available to all single-family residential homes, multi-family building units whether the unit is residential or commercial, and commercial customers served by a 1-inch line, excluding all bulk water.

A single-family residential service is defined as a completed residential structure with service connected.

A multi-family building service is defined as a completed unit ready for occupancy.

Multi-family unit in this tariff refers to a unit within a multi-use building where the primary purpose of the building is residential in nature, including condominiums and condo/hotels.

Rate is set at **\$118.00 per quarter**.



Rate Schedule No. 1 (continued)

Commercial Flat Rate Service for **2-inch** line.

Rate is set at **\$244.00 per quarter.**

Commercial Flat Rate Service for **3-inch** line.

Rate is set at **\$927.00 per quarter.**

Commercial Flat Rate Service for **4-inch** line.

Rate is set at **\$1,180.00 per quarter.**

Commercial Flat Rate Service for **6-inch** line.

Rate is set at **\$1,770.00 per quarter.**

Quickwater Ranch is provided metered water service at no charge in lieu of an easement for the use of its property for the storage reservoir and mainline from the reservoir to the Company's main and distribution system.

Rate Schedule No. 1A

DEQ Public Water Drinking Fee is included in the water rates

Rate Schedule No. 2

Non-Recurring Fees and Charges

1. The Hookup Charge applies when a new Customer requests water service and connection to the Company’s distribution system and only to a service line connection configuration that includes a meter that is installed in a meter pit on or close to the customer’s property line.

Hookup Charge: 1” or less	Cost
Company-Supplied Meter Materials (Meter pit with backflow and idler, meter, meter extension, meter box lid, and miscellaneous fittings)	\$ 2,996

- a. The Hookup Charge constitutes one connection to the Company’s water system.
- b. Customer Responsibility and Ownership
 - i. The Customer will provide payment for the Hookup Charge prior to connection to the Company’s system.
 - ii. The Customer will contract with a qualified contractor to install the Company-supplied meter materials and will be responsible for all costs associated with the installation.
 - iii. Qualified contractors will be required to show proof of bonding, licensing, and insurance. The installation and connection shall be done in conformance with state and federal requirements.
 - iv. The Customer will pay actual cost of materials and labor for any extraordinary costs not included in the Hookup Charge.
 - v. Once the Company-supplied meter materials are installed and approved by the Company, the Customer assumes ownership and responsibility for maintaining everything beyond the outlet

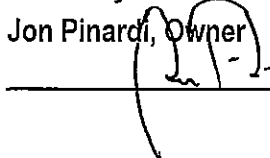
of the meter up to and including the service line to the customer's residence and plumbing contained within or attached to the residence.

c. Company Responsibility and Ownership

- i. The Company will provide the Customer's qualified contractor with the Company-supplied meter materials and provide the contractor with any installation requirements after receiving payment from the Customer for the Hookup Charge.
- ii. The Company must approve the Customer's qualified contractor prior to installation of the Company-supplied meter materials.
- iii. The Company shall inspect and approve all work prior to backfilling, perform a pressure test to check for leaks, and finalize installation and activation of the meter, to ensure compliance with the Company's installation requirements.
- iv. Once the Company-supplied meter materials are installed and approved by the Company, the Company assumes ownership of, and responsibility for maintaining the service line from the Company's main line connection to the meter outlet including all the Company-supplied materials.

d. For applicants requesting a connection larger than one (1) inch, the Customer pays a Hookup Charge equal to the actual cost of the Company-supplied materials for the larger connection and the one (1) inch Hookup Charge is not applicable.

2. Bulk water service will be provided for a set-up fee of \$40 plus \$1.50 per 1,000 gallons of water sold.
3. Reconnection charges of \$20 during normal business hours and \$40 for other than normal business hours if disconnected 30 days or less, or to restore service disconnected for non-payment of a delinquent bill for a period of less than 30 days.



4. Reconnection after Seasonal Disconnect charge equal to two billing quarters of the customer's applicable tariff rate. Seasonal disconnect is defined as a requested disconnect for non-maintenance reasons exceeding 30 days in duration.
5. Return check charge of \$20 assessed per occurrence.
6. Field collection charge of \$20 is assessed when payment for a delinquent bill is collected in the field to prevent disconnect.
7. Shut-off charge for maintenance at the customer's request of \$20 per visit during normal business hours and \$40 after normal business hours.
8. After hours service connection charge of \$40 when the Company is asked to connect service after normal business hours.

Normal business hours shall be defined as 8:00 am to 4:30 pm Monday through Friday except holidays.



GENERAL RULES & REGULATIONS FOR 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 outbuildings 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 CUSTOMER

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 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 applicant's proposed service, main, or other appurtenance does not conform to good engineering design or meet the standard specifications of the Company; or
- f. 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 UCCR.
- 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** Where services are provided for a period less than the entire quarterly billing period, the amount charged shall be prorated based on the actual number of days service is provided.
- 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 his or her respective

bill, the plumbing arrangements of the building or premises must be changed so as to permit the Company to serve each division or occupant separately to the satisfaction of the Company.

- 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)

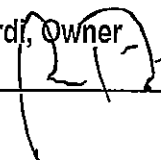
- 7.1** Meters will be installed near the Customer's property line or at any other reasonable location on the Customer's premises that is mutually agreed upon.
- 7.2** The Company's representative shall be given access to the Customer's premises at all reasonable hours for the purpose of obtaining meter 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 UCR.
- 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, unmetered 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. CUSTOMERS 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 shall 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 whatsoever 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 standby 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 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 maintenance. It consists of piping,

curbstop, 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 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 installation a permanent structure is erected, 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 ENLARGMENT OF SERVICE CONNECTIONS

- 10.1** Unless otherwise provided herein, the Company shall replace or enlarge service connections at its own expense as follows:
- a. whenever it is necessary to change the location of any service connection due to relocation or abandonment of the Company's mains; and

- b. 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 work, the Customer will deposit the estimated cost with the Company. Within fifteen (15) days, a refund will be made for any overestimate. Any deficiency shall be due and payable within fifteen (15) days after billing.

10.3 Enlargement of any service connection will be made only after the Customer's plumbing inside the premises has been enlarged sufficiently to accommodate the additional capacity.

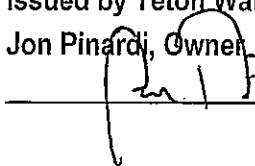
11. DISCONNECT AND RECONNECT OF SERVICE

11.1 When a Customer desires to discontinue service, they shall give notice to the Company at least two (2) days in advance and be responsible for all water consumed for 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 the UCCR.

11.3 When it becomes necessary to involuntarily discontinue service, service shall be reconnected only after all bills 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 and reconnected at the same premises. Reconnection fees shall not be charged when service is disconnected by the Company for its convenience.



11.5 The Company reserves the right, upon notice, to shut off water for maintenance or expansion and, in emergencies, without notice, using reasonable diligence to prevent interruption.

11.6 Except in emergencies, no one except an authorized Company representative shall turn on or turn off 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 done on a time and material basis.

13. MISCELLANEOUS

13.1 No Customer shall permit any person from another premises to take water for more than one (1) week without written permission of the Company.

13.2 No person shall take water from any fire hydrant not authorized by the Company except in emergencies.

13.3 No person shall place any material on Company hydrants, gates, boxes, meters, or other property so as to prevent free access.

13.4 Service to domestic Customers shall be maintained on a preferential basis. Water delivery may be restricted or curtailed in case of shortage.

13.5 No rate contract or application is assignable except upon agreement of all parties.

13.6 Company representatives shall have access to Customer premises at all reasonable hours for meter readings, inspections, repairs, and emergencies.

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- 13.7** No one shall tamper with Company equipment or make repairs without Company authorization.
- 13.8** When no service classification exists, a contract may be executed in lieu of a tariff, subject to Commission approval.
- 13.9** Copies of the Company's rates and rules shall be available at the Company's office and provided upon commencement of service and annually thereafter.
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14. SPECIAL PROVISIONS OR AMENDMENTS

Rate Schedule No. 2 – Bulk Water Service

Any contractor needing to fill a water tanker shall do so at a Company-designated location. Each truck must be equipped with an approved and inspected backflow prevention device.

Section 3 – Service for New Customers

Paragraph 3.5.d – The minimum burial depth shall be 8 feet.

Paragraph 3.5.e – All components and materials in contact with drinking water must meet ANSI/NSF 61 requirements.

Section 7 – Metering

Paragraph 7.1 – The Company will provide 1-inch meters utilized by residential and commercial customers at the customer's expense to ensure uniformity. Meters remain the property of the Company.