



**Mountain Springs Water Corporation**  
P.O. Box 1166  
Sagle, ID 83860-1166 208/610-4561  
Mountainspringswatercorporation.com

### Application for Single Family Standard 1 Inch Residential Water Service

Date of service (purchase date or access to water service) \_\_\_\_\_

Applicant's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ E-Mail \_\_\_\_\_

Service Address \_\_\_\_\_

Legal Description:

Subdivision \_\_\_\_\_ Block# \_\_\_\_\_ Lot # \_\_\_\_\_

Is this a rental property? Yes  No.

I will be using Mountain Springs Water to Irrigate Yes  No

By signing this Agreement, I understand that the Mountain Springs Water Corp will begin water services in my name for the service address and possession date listed above. I also agree to be responsible for payment of water services until such time as Mountain Springs Water Corp is notified of a change in tenancy. The property owner, to the extent permitted by law, and occupant of any such premises using the domestic water system shall be jointly and severally liable for all fees and charges due for services received from the system. Such charges shall become a lien upon and against the property against which the charge or fee is levied to the extent permitted by the laws of the State of Idaho and the ordinances of the water system that may be collected in a manner permitted or hereafter permitted by law.

In the event suit or action is necessary to make collection of any charges or statements rendered to me or to enforce the terms and provisions of said rules, rates, and regulations, I agree that the prevailing party shall be entitled to a reasonable attorney's fee, to be awarded by trial and or appellate court.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_



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## **APPENDIX A RATES for June 2023**

### **Minimum Monthly Customer Charge – Billed Quarterly**

\$52.00 per month (includes the first 13,000 gallons per month) (\$156.00 quarterly)

### **Excess Rate - Quarterly**

13,000 – 80,000 gallons - \$3.00/1000 (OR) (39,001 - 80,000 quarterly) \$3.00/1000

Over 80,000 - \$4.00/1000

### **Water Reconnection Charge**

100.00 (Customer is still responsible for minimum monthly fee)

### **Membership Fee** - \$1,000.00

### **Membership Transfer Fee** – \$500.00

### **Public Service Use or construction use**

For water used by highway districts, cities or fire districts or private businesses on an as available basis.

Administration fee - \$50.00

Meter Charge - \$500.00

Per 1000 gallons used - \$10.00

### **Deposit Fees**

As per Rules and Regulations, Rule 15 of the Rules and Regulations

### **Membership Fees**

The following fees must be paid at the time of application new service:

- A. A Tap fee of \$7,878.56 shall be paid by all parcels of property to Gerald and Patricia Lewis, P.O. Box 33, Sagle, ID 83860 pursuant to the Water System Asset Agreement. This amount will be increased on a compound basis at the rate of three percent (3%) per year as of January 1st of each year.
- B. A membership fee of \$1,000.00 per parcel shall be paid by all parcels to the Corporation upon application for a water hookup reservation.



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### **Meter Installation Charge**

Customers will be responsible for connecting the service lateral from their house to the water main. All materials and workmanship must be approved by Mountain Springs Water Corporation (MSWC) prior to any backfilling. The meter must be installed in accordance with MSWC design and requirements. Contractors must carry \$1,000,000 of liability insurance and name MSWC as an additional named insured. At the time of installation, there will be a \$100.00 inspection fee charged. The cost to install individual service lines to each property is not included in the initial Membership Fee.

### **Line Charge**

For parcels connecting to the transmission line running to the Come Back Bay Estates Subdivision from the Golden Meadows Subdivision, a separate line extension charge of \$1,220 per hookup shall be paid to Neil Edwards, 6422 Forest Creek Dr. Dallas TX 75230.

### **Fire Hydrants**

Board Approval required and to be installed at developers' sole expense including current tap fee.

### **Special Facilities**

As per Rules and Regulations, supra

### **Water Reconnection Charge**

A reconnection charge shall be made when service is discontinued for any reason. This charge shall be \$100.00 as outlined above.

### **Returned Check Fee**

All returned checks are subject to a \$20.00 fee.

### **Emergency call out Fee**

For any water issue on customers side – \$40.00

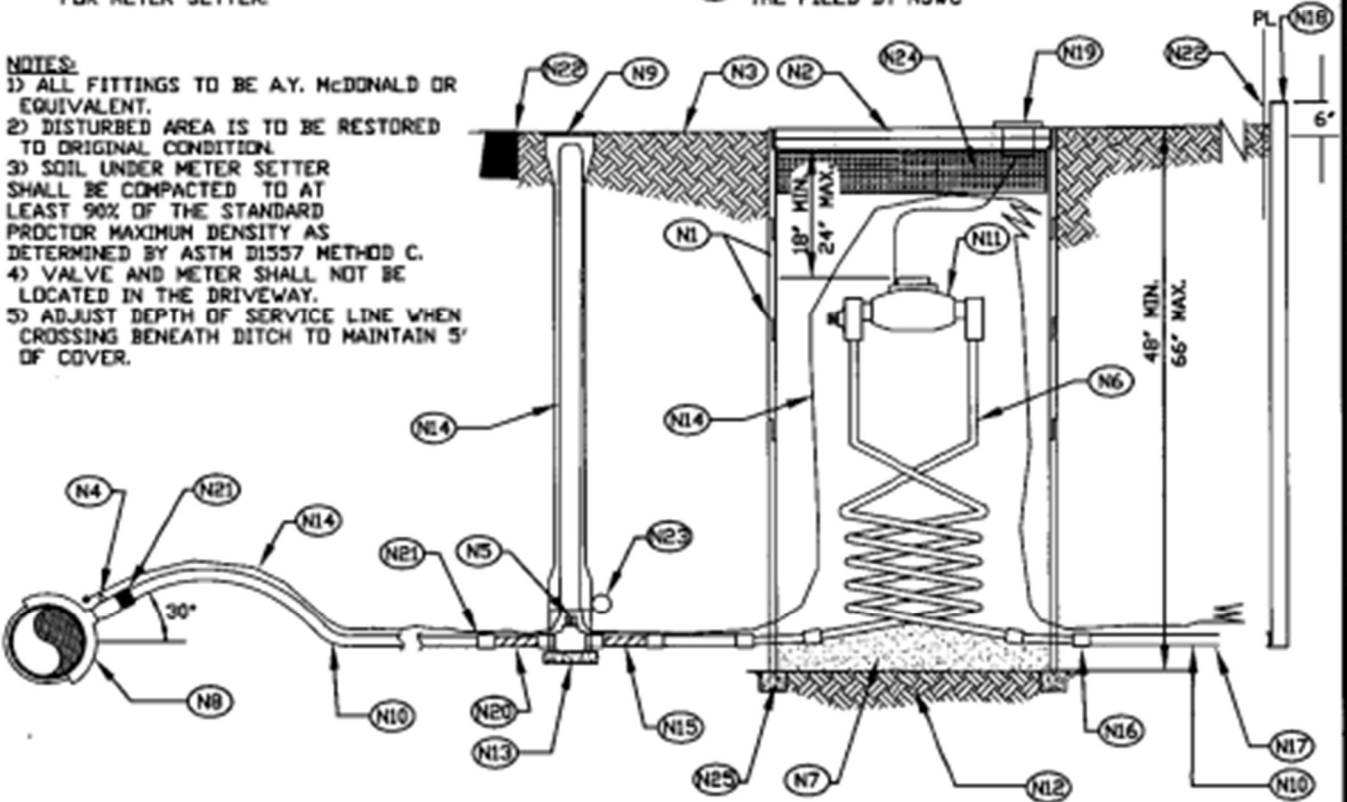


MOUNTAIN SPRINGS WATER CORPORATION

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- (N1) AY McDONALD 178" X 48" COIL BOX FOR 1" METER AMV X AMC W/ 1" MIP INLET AND OUTLET
- (N2) AY McDONALD 18" LOCKING LID W/ TOUCHREAD HOLE FOR COILK PIT BOX 90L118T 4189-029
- (N3) FINISHED GRADE (BETWEEN CURB OR ROADWAY AND PROPERTY LINE)
- (N4) 1" MIP X MIP BRASS CORP STOP.
- (N5) 1" AY McDONALD NL 76101 CURB STOP BALL VALVE FIP X FIP 5129-174
- (N6) 790-448-QFPP 1" X 1" AY McDONALD COIL PIT ASSEMBLY OR APPROVED EQUAL
- (N7) GRANULAR FILL BELOW METER SETTER
- (N8) 1" ROMAC STAINLESS DOUBLE STRAP SADDLE TAP SIZED FOR WATER MAIN
- (N9) 95-E CI CURB BOX COMPLETE 41" - 64" TYLER 111955 OLYMPIC 13-5770VSET
- (N10) SDR7 HDPE SERVICE LINE (CLASS 250 PSD - PIPE DIAMETER TO BE DETERMINED BY THE STATE
- (N11) BADGER M70 1" BRONZE METER PER MOUNTAIN SPRINGS WATER CORP SPECIFICATIONS
- (N12) UNDISTURBED NATIVE SOIL OR COMPACTED BASE FOR METER SETTER.
- (N13) 8" X 8" X 4" CONCRETE BLOCK BELOW VALVE
- (N14) 12 GA. TONING WIRE W/ DBR SPLICE KIT. TAPE OR ZIP TIE TO SERVICE LINE.
- (N15) 1X6 BRASS NIPPLE, 1" UNION, 1 X 3/4 BUSHING
- (N16) 1X3/4 PACK JOINT OR 1" PACK WITH 1X3/4 BUSHING
- (N17) 1" POLY PLUG W/ HOSE CLAMP UNTIL SERVICE USE
- (N18) 2 X 4 MARKER PAINTED BLUE
- (N19) REMOTE READ PER MOUNTAIN SPRINGS WATER CORP.
- (N20) 1X12 BRASS NIPPLE
- (N21) 1" FEMALE PACKS
- (N22) INSTALL CURB STOP AND METER IN GREEN STRIP BETWEEN ROADWAY AND PROPERTY LINE (NOT IN DITCH)
- (N23) INSTALL 3M RANGE MARKER #1258 AT EACH CURB STOP
- (N24) 18" X 2" FDM INSULATING CUSHION FOR COIL PIT 90C1 4189-033
- (N25) STABILIZATION BLOCKS OR BOARD AS DETERMINED IN THE FIELD BY MSWC

- NOTES:**
- 1) ALL FITTINGS TO BE AY. McDONALD OR EQUIVALENT.
  - 2) DISTURBED AREA IS TO BE RESTORED TO ORIGINAL CONDITION.
  - 3) SOIL UNDER METER SETTER SHALL BE COMPACTED TO AT LEAST 90% OF THE STANDARD PROCTOR MAXIMUM DENSITY AS DETERMINED BY ASTM D1557 METHOD C.
  - 4) VALVE AND METER SHALL NOT BE LOCATED IN THE DRIVEWAY.
  - 5) ADJUST DEPTH OF SERVICE LINE WHEN CROSSING BENEATH DITCH TO MAINTAIN 5' OF COVER.



**1.1 TYPICAL WATER SERVICE AND METER**  
 SCALE: NOT TO SCALE

SHEET TITLE:  
**WATER SERVICE AND METER DETAIL**

PROJECT:  
**MOUNTAIN SPRINGS WATER CORP. SAGLE, IDAHO**



PROJECT NO: 00000-00-000	FILE NAME: E-MSWC_TYP_SERVICE	DATE: 06-02-2022
DRAWN: BSB	CHECKED: BSB	SCALE: AS SHOWN
		SHEET: 1 OF 1

**James A. Sewell and Associates, LLC**  
 1319 NORTH DIVISION AVENUE  
 SANDPOINT, IDAHO 83864  
 (208) 283-4160



## **Rules, Regulations and Rates 2023**

### **1. General**

- 1.1 The customer, in receiving water service and the Company, in providing water service, both agree to abide by these Rules, Regulations and Rates.
- 1.2 Any additions, deletions or modifications to these Rules, Regulations and Rates are subject to approval by the Company's Board of Directors or by the Members prior to becoming effective.

### **2. Definitions**

- 2.1 Applicant. Unless restricted by definition within a rule to a particular class of service, "applicant" means any potential customer who applies for service from the Company.
- 2.2 Billing Period. The period between bills from the Company for normal services rendered.
- 2.3 Commodity Charge. Recurring charge based only on the quantity of water used.
- 2.4 Company. Mountain Springs Water Corporation.
- 2.5 Connection or Tap Fee. Non-recurring charge paid by a customer requesting service.
- 2.6 Contribution in Aid of Construction. Non-recurring charge paid by a customer or developer to help defray the cost of system expansion or for service.
- 2.7 Customer. A person or persons responsible for paying bills and complying with the Rules, Regulations and Rates of the Company. A member is a customer of the Company. Each residential unit on a parcel shall be treated as a separate Customer.
- 2.8 Customer Charge. Minimum recurring charge that may or may not include any water.
- 2.9 Members. Owners of residential units to which memberships in the Corporation have attached, also referred to as Customers herein.
- 2.10 Minimum Customer Charge. Minimum recurring charge for a billing period that may or may not include a specified quantity of water.
- 2.11 Non-recurring Charges. Charges that are not assessed each billing period.
- 2.12 Premises. A Customer's property includes out buildings which are normally located on one lot or parcel of ground.
- 2.13 Rate Structure. A schedule of all recurring and non-recurring charges of the Company.
- 2.14 Reconnection Fee. Charge paid by a Customer to the Company to restore service after its disconnection.
- 2.15 Recurring Charges. Charges that are assessed each billing period.
- 2.16 Tariff. Rate schedules and Rules and Regulations which govern the Company's service.

### **3. Service for Customers**

- 3.1 The Company shall provide a service only to shareholders of the Company who comply with these Rules, Regulations and Rates.
- 3.2 Applicants for water service may be required to sign a standard form of service application, which may include a consent form allowing the Company to lien the real property for unpaid bills.
- 3.3 The Company shall not be obligated to provide service at a service location until any required deposit or guarantee or payment has been received by the Company in accordance with Appendix A.
- 3.4 Special contracts will be required where investments in special facilities are necessary to provide the requested service. The Company will require contribution toward such investment and establish such charges as are deemed necessary.
- 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 to new Customers 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 a larger size than is necessary to properly serve the premises.
  - c. The permanency of the building, structure or institution requested to be served is such that the Company's investments in such service is jeopardized.
  - d. The depth of the Customer's service line is less than the minimum depth required for frost protection.
  - e. The Customer's proposed service, main or other appurtenance does not conform to good engineering design or meet the standard specifications of the Company.
  - f. The Customer refuses to agree to abide by the Rules, Regulations and Rates of the Company.
  - g. The Company has insufficient current capacity to meet additional demand.
  - h. A parcel has been divided and an additional service is requested.
  - i. If the Company denies service to a customer for any reason, the company will provide the applicant with a written explanation of its decision in a timely matter.
- 3.6 The maximum number of Customers to be served by the Company shall be two hundred thirty-five (235) unless additional water sources are developed and approved by the Idaho Division of Environmental Quality.

### **4. Deposits**

- 4.1 Rules and Regulations regarding deposits to guarantee payment of bills can be found in Rule 15.

## **5. Rates**

- 5.1 Rates charged for water service and supply shall be those attached hereto as Appendix A.
- 5.2 No dues, rates, charges, or assessments for service to property owned by Gerald Lewis and Patricia Lewis shall be billed pursuant to the Water System Asset Agreement.

## **6. Billing and Payment**

- 6.1 All Customers will be billed on a regular basis as identified on the applicable rate schedule.
- 6.2 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 may 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 reading will automatically adjust for differences between estimated and actual. Estimated bills shall carry appropriate notice to that effect.
- 6.3 All bills shall clearly indicate the balance due and shall be due and payable within 30 days of the date rendered. All bills not paid within 30 days shall be considered delinquent and a \$35.00 late fee will be added per month until the balance is paid in full. In addition, service may be disconnected by the Company subject to the provisions of Appendix A, a lien may be filed against the real property by the Company and/or the Company may take any other action permitted by law.
- 6.4 The minimum bill or customer charge shall apply when service is provided for less than one month.
- 6.5 Owners of parcels requesting service to one or more buildings, apartments, or any other divisions of like or similar character, must be approved for water service by the Company, which permission may be withheld by the Company for any reason.
- 6.6 Accounts will be continued, and water bills rendered regularly until the Company has been duly notified to discontinue service.
- 6.7 Bills not paid within 60 days after billing, Company has the option to discontinue service without further notice.

## **7. Metering**

- 7.1 Meters must be approved by the Company prior to installation.
- 7.2 All meters shall be purchased by the Customer. All meters and piping leading to the meter from the transmission line shall be paid for and installed by the Customer and given to the Company by the Customer and owned by the Company thereafter. The Company must be given the opportunity to inspect such installations at the time of construction.
- 7.3 Meters will be installed in the utility right-of-way easement or at such other location and in such a manner on the Customer's premises that the Company directs.
- 7.4 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, at its option, may relocate the metering equipment at the Customer's expense.

- 7.5 The Company is responsible for the maintenance of the metering equipment. Meters are sufficiently accurate if tests indicate that meter accuracy is within + two (2) percent. When for any reason a meter fails to register within these limits of accuracy, the Customer's use of water will be estimated based on available data and charges will be adjusted accordingly. Corrected bills will then be sent out to the Customer and additional payment, or refund arrangements made.
- 7.6 The Company reserves the right to test and/or to require replacement of 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 under- or over- register by more than ten (10) percent, it will be replaced with an accurate meter at the Customer's sole expense and water bills will be adjusted.
- 7.7 The Company shall have the right to test meters or other devices without notice to the Customer for the detection and prevention of fraud.

## **8. Customer Plumbing and Appliances**

- 8.1 All plumbing, piping, fixtures and appliances from the meter into the house shall be installed and maintained under the responsibility and at the expense of the Customer or owner of the premises in conformance with Company rules.
- 8.2 The plumbing, piping, fixtures and appliances shall be maintained in conformity with all local, 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 check valve and lockable shut-off valve must be installed on the Customer's plumbing by the Customer 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 Customers having boilers, water tanks or other equipment supplied by direct pressure from the Company's mains must install a pressure relief valve or other device to serve the same purpose, 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 failure to properly equip Customer's plumbing with a relief valve shall be paid by 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 is also served in any manner from another water supply of any kind, an approved back-flow 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.
- 8.9 All customers who use Mountain Springs Water for irrigation are required to have annual backflow prevention testing completed by August of each year. Test results should be sent to



**9. Billing and Payment**

- 9.1 The Customer is responsible for installation and maintenance of the service connection. The service connection transmits water from the meter to the Customer's residential unit.
- 9.2 The Company reserves the right to designate the type, size and location of the service line, curb stop, meter 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 The extra cost of any out-of-the-ordinary circumstances requiring additional equipment or special construction techniques involved in the installation of a service connection will be the responsibility of the Customer.

**10. Replacement or Enlargement of Service Connections**

- 10.1 Unless otherwise provided herein, the Company shall replace service connection at its own expense whenever it is necessary to change the location of any service connection due to relocation or abandonment of the Company's mains.
- 10.2 The relocation, enlargement, or reduction of service connection for the convenience of the Customer must be approved by the officers and all expenses paid for by the Customer.
- 10.3 Enlargement of any service connection will be made only after such time as the Customer's plumbing inside his or her premises shall 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 seven (7) days in advance and shall be responsible for all water consumed during the seven (7) days after the date of such notice.
- 11.2 A reconnection fee will be charged when a property is reconnected after having been disconnected, either voluntarily or involuntarily, at the same premises. The reconnection fee shall be paid before service is restored. Reconnection fees will not be charged for any situation or circumstance in which the Customer's water supply is disconnected by the Company for its convenience.
- 11.3 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.
- 11.4 Except in the case of an emergency, no one, except an authorized Company representative, is allowed to 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 a new service will require engineering plans to be presented to the officers for review and must be approved before proceeding. All approved extensions will be handled in accordance with all Rules, Regulations and Rates.

### **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 one (1) week without the written permission and consent of the Company, which consent may be unreasonably withheld in the sole discretion of the Company.
- 13.2 No person acting either on his or her own behalf or as 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 water system property, any building materials or other substance so as to prevent free access at all times to the same.
- 13.4 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, including the Company.
- 13.6 A representative of the Company 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 of any of the property the Company installed on the premises. Access shall always be granted for emergency purposes.
- 13.7 No one, except an authorized agent of the Company, shall tamper with, interfere with, make repairs, connections, or replacements of or to any of the Company's property.
- 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.
- 13.9 The Customer is held responsible for any violation of these Rules, Regulations and Rates even if the breach is committed by someone employed either directly or indirectly by the Customer.
- 13.10 Copies of the Company's Rules, Regulations and Rates will be provided to customers upon request.

### **14. Exemptions/Interpretations**

- 14.1 Exemption from Rules. If unusual or unreasonable hardships result from the application of any of these rules, any Customer may apply to the Company for a permanent or temporary exemption.
- 14.2 Information Interpretation of Rules. The Company's President may give interpretations of these rules and regulations and the rate tariffs.

### **15. Deposit and Guarantee Practices**

- 15.1 Deposit Requirements.
  - a. Customers. The Company shall demand or hold a deposit from any Customer or applicant for service whenever the Customer or applicant is likely to be a credit risk or is likely to damage the property of the Company. A history of late payments or lack of previous history with the Company shall constitute such proof. The Company may also demand or hold a deposit as a condition of service from a Customer or applicant if one or more of the following criteria applies:

- I. The Customer or applicant has an outstanding prior service account with a utility company (whether regulated or unregulated) that accrued within the last four years and at the time of application for service remains unpaid.
- II. The Customer's or applicant's service from any company described in the previous sentence has been terminated within the last four years for one or more of the following reasons:
  - a. Nonpayment of any disputed delinquent bill(s); or
  - b. Misrepresentation of the customer's or applicant's identity for the purpose of obtaining Company service; or
  - c. Failure to reimburse the Company for damages due to negligent or intentional acts of the Customer; or
  - d. Obtaining, diverting, or using service without the authorization of the Company; or
  - b. Bankrupt Customers. If an applicant for service, or a customer, has sought any form of relief under the Federal Bankruptcy Laws, has been brought within the jurisdiction of the bankruptcy court for any reason in an involuntary manner, or has had a receiver appointed in a state court proceeding, then deposit may be demanded as allowed by law.

15.2 Guarantee in Lieu of Deposit.

- a. In lieu of a deposit required by these rules, the Company may accept a written guarantee of payment from another Customer of the Company. An acceptable guarantor must have good credit and be receiving the same class of service as the Customer whose account is guaranteed.
- b. The guarantor shall be released from his/her obligation when the Customer whose account is guaranteed has established good credit. Good credit shall be deemed to have been established if a Customer makes timely payments to the Company for six (6) consecutive months.

15.3 Written Notice Explaining Denial of Service or Requirement of Deposit. If the Company denies service or requires a cash deposit or written guarantee as a condition of providing service, then it will provide a written notice to the applicant or customer with an opportunity to rebut those facts.

15.4 Amount of Deposit. A deposit required as a condition of service shall not exceed one-fourth the amount of reasonably estimated billing for one year at rates then in effect. This estimate is to be based upon the use of service at the premises during the prior year or upon the type and size of Customer's equipment using the Company's service. The Customer will pay the deposit prior to receipt of service.

15.5 Interest on Deposits. Interest will not be due or payable from the Company on deposited amounts.

15.6 Return of Deposit.

- a. Former Customers. Upon termination of service, the deposits shall be credited to the final bill. The balance of the deposit remaining, if any, shall be returned promptly to the Customer.

- b. Existing Customers. The deposit will be refunded promptly by the Company when the Customer establishes and maintains good credit. Good credit shall be deemed to have been established if a customer timely makes payments to the Company for four (4) consecutive billing cycles.
  - c. The Company may withhold the release of the deposit pending the resolution of a dispute over termination of service.
- 15.7 Transfer of Deposit. Deposits shall not be transferred from one Customer to another Customer. When a Customer with a deposit on file transfers his/her service to a new location within the Company's service area, the deposit and any outstanding balance shall be transferred to the account for the new location.
- 15.8 Records of Deposits. The Company shall maintain a record of all deposits received from Customers, showing the name of each Customer, the location of the premises occupied by the Customer when the deposit is made and each successive location occupied by the Customer while the deposit is retained and the amount of the deposit.

## **16. Billing**

### **16.1 Contents of Bills.**

- a. The billing dates.
- b. The time period covered by the bill.
- c. A clearly marked statement that the bill is estimated if the meter failed to read.
- d. The quantity of service provided.
- e. The due date of the bill.
- f. An itemization of all charges, both recurring and nonrecurring.
- g. Any amounts past due.
- h. Any payments or credits applied to the Customer's account since the last bill.
- i. The total amount due.
- j. If a customer wants the beginning or ending read from their billing, they can request it from the office, and one will be provided to them.

16.2 Due Date of Bills and Delinquent Bills. The Company requires that bills for service be paid within thirty days after the billing date. Upon the expiration of this time without payment, the bill will be considered delinquent. A \$35.00 Late payment fee will be added to a bill after 30 days and every 30 days after until paid in full.

### **16.3 Inaccurately Billed Service Under Correct Schedule.**

- a. Whenever the billing for Company service was not accurately determined because a meter malfunctioned or failed, bills were estimated, or bills were inaccurately prepared, the Company shall prepare a corrected bill.
- b. If the time when the malfunction or error began cannot be reasonably determined to have occurred within a specific billing period, the corrected billing shall not exceed the most recent six months before the discovery of the malfunction or error. If the time when the malfunction or error began can be reasonably determined, the corrected

billing shall go back to that time, but not to exceed the time provided by Idaho Code Section 61-642.

- c. The Company shall prepare a corrected bill indicating the refund due to the customer or the amount due the Company. A Customer who has been underbilled shall be given the opportunity to make payment arrangements on the amount due. At the Customer's option, the term of the payment arrangement may extend for the length of time that the underbilling accrued. The Company shall promptly refund amounts overpaid by the Customer unless the Customer consents to a credit against future bills.

16.4 Responsibility for Bills. For purpose of this rule, "Customer" shall be defined as a residential Customer whose name appears on the Company's regular bill for service or who signed a written application for service. A Customer shall be held responsible for payment of an amount owed by any person who visits or resides at the Customer's premises or is a member of the Customer's household, even if their name does not appear on the current bill or application for service.

## **17. Denial and Termination of Service and Payment Arrangement Rules**

17.1 Requirements for and Contents of Notice of Denial of Service. If the Company intends to deny service to an applicant, the Company shall deliver to the applicant written notice of the Company's refusal to serve. The notice shall state:

- a. The reason for denial of service; and
- b. Actions the applicants may take in order to receive service.

17.2 Grounds for Denial or Termination of Service with Prior Notice. The Company may deny or terminate service to a Customer or applicant without his/her permission after notice has been given in accordance with these rules, for one or more of the following reasons:

- a. The Customer or applicant did not pay delinquent bills or paid a delinquent bill with any check not honored by the bank.
- b. The Customer or applicant failed to make a security deposit, or to obtain a guarantee, where it is required.
- c. The Customer or applicant failed to abide by the terms of the payment arrangement.
- d. The Customer or applicant misrepresented his/her identity for the purpose of obtaining Company service.
- e. The Customer or applicant denied or willfully prevented the Company's access to the meter by the Customer.
- f. The Company determines as prescribed by relevant state or other applicable standards that the Customer is willfully wasting service through improper equipment or otherwise.
- g. The Customer or applicant failed to apply for service with the Company.

17.3 Grounds for Denial or Termination of Service Without Prior Notice. The Company may deny or terminate service without prior notice to the customer or applicant and without the customer's or applicant's permission for one or more of the following reasons:

- a. If a condition immediately dangerous or hazardous to life, physical safety, or property exists, or if necessary to prevent a violation of federal, state, or local safety or health codes; or

- b. If ordered by any court, or any other duly authorized public authority; or
- c. If such service is obtained, diverted, or used without the authorization or knowledge of the Company; or
- d. If the Company has tried diligently to meet the notice requirements of Rule 17.4 but has been unsuccessful in its attempts to contact the Customer.

17.4 Requirements for Notice Before Termination of Service.

- a. If the Company intends to terminate service under Rule 17.2, the Company shall send to the Customer written notice of termination mailed at least seven (7) calendar days before the proposed date of termination. This written notice shall contain the information required by Rule 17.5. This seven-day notice does not apply under the conditions listed in paragraph "b" below.
- b. The requirement of seven (7) days written notice shall not apply when:
  - I. A Customer does not make payment according to a payment arrangement or makes the initial payment with a check not honored by the bank; or
  - II. A Customer, at a Company's collection visit to terminate service, tenders payment with any check not honored by the bank to prevent or delay termination of service.

17.5 Contents of Notice of Intent to Terminate Service. The written notice of intent to terminate service required by Rule 17.4 shall state:

- a. The reason why service will be terminated and the proposed date of termination; and
- b. Actions the Customer may take to avoid termination.

17.6 The employee of the Company designated to terminate service shall give to the Customer or leave in a conspicuous location at the service address affected, a notice showing the time of and grounds for termination and the telephone numbers of Company personnel or other authorized representative who is available to authorize reconnection.

17.7 Payment Arrangements.

- a. When a Customer cannot pay a bill in full, the Company may continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately and the manner in which the balance of the outstanding bill shall be paid or guaranteed. A payment arrangement with one Customer shall not be precedent for a payment arrangement of any kind with any other Customer.
- b. In a decision on the reasonableness of a particular agreement, the Company will consider the size of the unpaid balance, the Customer's payment history and the amount of time and reason why the debt is outstanding.
- c. If a Customer fails to make the payment agreed upon by the date that it is due, the Company is not obligated to enter into a second such agreement.
- d. If the initial payment is not made, or if any check not honored by the bank is offered as initial payment, the Company may immediately terminate service to the Customer.

## **18. Complaint Procedure**

### **18.1 Complaint by Customer.**

- a. Any Customer or applicant for service may petition the Company about any deposit or written guarantee required as a condition of service, termination of service, or any other matter regarding Company services, policies, and practices. The customer or applicant may request a conference with the President or Board of Directors, but his provision does not affect any time limits that might otherwise apply. Complaints to the Company must be made in writing. In making a complaint or request for a conference, the Customer or applicant shall state his/her name, service address and the general nature of the complaint.
- b. Upon receiving a complaint or request for conference, the Company shall promptly investigate such complaint, confer with the Customer or applicant when requested and notify the Customer or applicant of the results of the investigation and attempt to resolve the complaint.

## **19. Information to Customers**

19.1 Notices to Customers of Changes in Rates. The Company shall give notice announcing changes in rates approved by the Board of Directors of the Company. Such notice shall be mailed prior to the period for which the new rates will be effective.

## **20. Uniform Main Extension Rule**

### **20.1 General Provisions.**

- a. All extensions of distribution mains from the Company's existing distribution system, to serve new Customers, except for those specifically excluded below, shall be made under the provisions of this Rule unless specific authority is first obtained from the Company to deviate therefrom. A main extension contract shall be executed by the Company and the applicant or applicants for the main extension before the applicant or applicants commence construction work on said extensions.
- b. If extensions are made when grades have not been established in easements or right-of-way or there is a reasonable probability that the existing grade will be changed, the Company shall require that the applicant or applicants for the main extension deposit, at the time of execution of the main extension agreement, the estimated net cost of relocating, raising, or lowering facilities upon establishment of final grades. Adjustments of any difference between the amount so deposited and the actual cost of relocating, raising, or lowering facilities shall be made within ten (10) days after the Company has ascertained such actual cost. The new deposit representing the actual cost is not subject to a refund. The entire deposit related to the proposed relocation, raising, or lowering shall be refunded when such displacements are determined by proper authority to not be required.

### **20.2 Definitions.**

- a. Customer. For the purposes of Rule 20, Customer shall be a person (excluding any Customer formerly served at the same location) who has given satisfactory evidence that service will be reasonably permanent to the property which has been improved with a building of a permanent nature and to which service has commenced. The

provision of a service to a developer or builder, during the construction or development period, shall not establish him as a bona fide Customer.

- b. Developer or Builder. For purposes of Rule 20, developer or builder shall include any individual, association of individuals, partnership or corporation that owns parcel of land for development purposes.
- c. Main Extension. For the purposes of Rule 20, main extension includes all extensions of distribution mains or any other water distribution line from the Company's system.

#### 20.3 Ownership, Design and Construction of Facilities.

- a. Any facilities installed hereunder shall become the sole property of the Company.
- b. The size, type, quality of materials and their locations shall be specified by the Company; and the actual construction shall be done by a construction agency acceptable to the Company at the Customer's sole expense.
- c. Where the property of an applicant is located adjacent to a right-of-way, exceeding 70 feet in width, for a street, highway or other public purpose, regardless of the width of the traveled way or pavement; or a freeway, waterway or railroad right-of-way, the Company may elect to install a main extension on the same side thereof as the property of the applicant, and the estimated and adjusted construction costs in such case shall be based upon an extension.
- d. It is the responsibility of the Customer to make an extension comply with all ordinances, regulations or specifications of public authorities.

#### 20.4 Estimates, Plans and Specifications.

- a. Upon request by a potential applicant for a main extension, the Company shall prepare, without charge, a preliminary sketch of the installation to be constructed by said applicant.
- b. Any applicant for a main extension requesting the Company to prepare detailed plans, specifications and cost estimates shall be required to deposit with the Company an amount equal to the estimated cost of preparation of such material. The Company shall, upon request, make available within sixty (60) days after receipt of the deposit referred to above, such plans, specifications and cost estimates of the proposed main extension.
- c. When detailed plans, specifications and cost estimates are requested, the applicant for a main extension shall furnish a map to a suitable scale showing the street and lot layouts and, when requested by the Company, contours or other indication of the relative elevation of the various parts of the area to be developed. If changes are made subsequent to the presentation of this map by the applicant and these changes require additional expense in revising plans, specifications and cost estimates, this additional expense shall be borne by the applicant.

#### 20.5 Construction and Payment Responsibility.

- a. The applicant for a main extension shall be required to pay for the entire cost of construction of the extension installed, from the nearest Company facility at least equal in size or capacity to the main required to serve both the new customers and a reasonable estimate of the potential customers who might be served directly from the main extension without additional extension. The costs of the extension shall include necessary service stubs, or service pipes, fittings, gates and housing therefore, meter



boxes and meter. To this shall be added the cost of fire hydrants when requested by the applicant for the main extension or required by the public authority.

- b. If, for any purpose, other special facilities are required primarily for the service requested, the cost of such special facilities shall be paid for by the Customer.
- c. The applicant for a main extension shall be permitted, if qualified in the sole judgment of the Company, to construct and install the facilities himself, or arrange for their installation pursuant to competitive bidding procedures initiated by him/her and limited to qualified bidders. The cost, including the cost of inspection and supervision by the Company, shall be paid directly by the applicant. The installation shall be in accordance with the plans and specifications submitted by the Company pursuant to Rule 20.4.b.

#### 20.6 Other Charges and Contributions.

- a. In addition to any charges or requirements imposed pursuant to Rule 20, all additional rules, regulations, and rates shall be applicable, including but not limited to service requirements and regulations, assessments, conditions, hook-up fees and charges.
- b. Any main extension completed pursuant to Rule 20 shall be donated to the Company at no cost to the Company.