CONTACT FILER REGARDING IMAGE CLARITY

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

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In the Matter of: Application of Great Basin Water Co. to modify its Certificate pf Public Convenience and Necessity No. 2692 to reflect a change of the utility's legal name to Nevada Water Service, LLC, and for other relief properly related thereto.	Docket No. 26-_____

VOLUME 2 OF 2

VOLUME 2 OF 2	**PAGE NO.**
Exhibit 1 – Proposed Water Tariffs (cont'd)	2
Exhibit 2 – Proposed Sewer Tariffs	85

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY
OF SPRING CREEK (Continued)
A-4



Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY
OF SPRING CREEK (Continued)
A-5



Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY
OF SPRING CREEK (Continued)
B-6



Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY
OF SPRING CREEK (Continued)

SERVICE AREA & PLACE OF USE

T. 34. N.	R. 56 E.	M.D.M.	ACRES
Section 21	All		640
Section 22	W 1/2		320
Section 27	All		640
Section 28	All		640
Section 29	SE 1/4 NE 1/4		40
Section 33	All		640
Section 34	NW 1/4		160

T. 33. N.	R. 56 E.	M.D.M.	ACRES
Section 3	NW 1/4 NW 1/4		40
Section 4	NE 1/4 NE 1/4		40
Section 12	S 1/2 S 1/2		160
Section 13	All		640
Section 14	S 1/2 SE 1/4, SE 1/4 SW 1/4 *		145
Section 15	W 1/2, W 1/2 SE 1/4		400
Section 22	All; except NE 1/4 NE 1/4		600
Section 23	N 1/2		320
Section 24	All		640
Section 25	All		640

*Parcel Nos. 3 and 4 as shown on that certain Parcel Map for Warren J. and Gloria J. Garrison, filed in the Office of the County Recorder of Elko County, Nevada, recorded on June 5, 1981, as File No. 148795, located in a portion of NW ¼ NE ¼ and E ½ E ½ of Section 14, Township 33 North, Range 56 East, commonly known as Ruby Mountain Industrial Park.

Tariff No. 1-W (Water)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY
OF SPRING CREEK (Continued)

SERVICE AREA & PLACE OF USE (Continued)

T. 33. N.	R. 57 E.	M.D.M.	ACRES
Section 7	S 1/2		320
Section 8	S 1/2		320
Section 9	W 1/2 SW 1/4		80
Section 10	SW 1/4		160
Section 15	All		640
Section 16	All		640
Section 17	All		640
Section 18	All		640
Section 19	All		640
Section 20	W 1/2 W 1/2, E 1/2 NW 1/4, N 1/2 NE 1/4 SW 1/4, S 1/2 SE 14		340
Section 21	S 1/2 SW 1/4		80
Section 27	All		640
Section 28	All		640
Section 29	All		640
Section 30	E 1/2		320
Section 31	NE 1/4		160
Section 32	N 1/2, SE 1/4		480
Section 33	All		640
Section 34	All		640
T. 32. N.	**R. 57 E.**	**M.D.M.**	**ACRES**
Section 3	NW 1/4 NW 1/4 (Lot 4)		40
Section 4	N 1/2 N 1/2		160
		TOTAL	**15,540**

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Greg Shimansky, Vice President Rates
Nevada Water Service

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY
OF SPRING CREEK (CONTINUED)

SPRING CREEK ZONING

TRACT #	# OF LOTS	ZONING
101	276	AR
101-A	70	AR
102	300	Lots 28 thru 30 inclusive and Lot 80 of Block 10, Lots 28 thru 30 inclusive of Block 12 = C2. Lots 31 thru 40 inclusive of Block 10, Lots 14 thru 27 of Block 12, Lots 17 thru 24 inclusive of Block 13 = R-2. Remaining lots are AR.
103	319	AR
104	60	AR
105	78	AR
106A	240	Lots 5 thru 10 inclusive of Block 2 = C2 Lots 2 thru 13 inclusive of Block1; Lots1thru 4, Lots 11thru 15, and lots 35 thru 51 in Block 2; and Lots 1 thru 5 of Block 5 = R-2. Lots 52 thru 67 of Block 2; Lots 5 thru 16 of Block 4 and Lots 20 thru 49 of Block 5 = R1. Remaining lots are AR (No horses or stock animals allowed)
106B	282	AR (No horses or stock animals allowed)
106C	110	Lots 1 thru 6 of Block 1 = R-2. Remaining Lots are AR (No horses or stock animals allowed)
106D	42	Lots 1 thru 31 of Block 1 = Cl. Lots 2 and 3 of Block 2, and Lot 2 of Block 4 - C-3. All remaining lots = C-2.
107	99	AR
109	139	AR

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY
OF SPRING CREEK (CONTINUED)

SPRING CREEK ZONING (CONTINUED)

TRACT #	# OF LOTS	ZONING
201	312	Lots 1 thru 5 of Block 6, Lots 1 thru 5 of Block 8 = C-2. All remaining lots = AR
202	1157	AR
301	121	AR
303	34	AR
304	215	AR
401	522	AR
402	557	All lots are AR excepting Lot 1 of Block 1 = M-1.
403	430	Lots 1 thru 5 of Block 18 and Lots 7 thru 11 of Block 25 = C-2. Remaining lots are AR.

All other parcels within the Spring Creek Subdivision, other than roadways are zoned "OS":

NOTE:

AR = Agriculture-Residential
R-1 = One (1) Family Residence District
R-2 = Multiple Residential District
C-1 = General Commercial and Retail, Group I
C-2 = Highway Services and Tourist Commercial, Group II
C-3 = Administrative-Professional Offices, Group III
M-1 = Industrial and Extractive District
OS = Open Space

Tariff No. 1-W (Water)

RULE NO. 18
INTERPRETATIONS AND DEVIATIONS

In case of disagreement or dispute regarding the application of any provision of these rules, or in circumstances where the application of these rules appears impracticable or unjust to either party, the Utility, Applicant or Applicants will refer the matter to the Public Utilities Commission of Nevada for settlement.

RULE NO. 19
METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR

A. TESTS

1. Prior to Installation

Every meter will be tested prior to being installed and no meter will be placed in service if found to register more than two percent (2%) fast or slow.

2. On Customer Request

a. A Customer may, on not less than one week's notice, require the Utility to test the meter that serves the Customer's premises.

b. No charge will be made for such a test. However, if the Customer requests a test within six (6) months after installation of the meter, or more often than once a year, the Customer will be required to deposit with the Utility the following amount to cover the cost of the test:

COLD SPRINGS

SIZE OF METER	AMOUNT OF DEPOSIT
One inch or smaller	$110.00
Larger than one inch	Actual Cost of Meter Test plus $53.00

PAHRUMP

SIZE OF METER	AMOUNT OF DEPOSIT
One inch or smaller	$110.00
Larger than one inch	Actual Cost of Meter Test plus $53.00

SPANISH SPRINGS

SIZE OF METER	AMOUNT OF DEPOSIT
One inch or smaller	$110.00
Larger than one inch	Actual Cost of Meter Test plus $53.00

SPRING CREEK

SIZE OF METER	AMOUNT OF DEPOSIT
One inch or smaller	$110.00
Larger than one inch	Actual Cost of Meter Test plus $53.00

RULE NO. 19
METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR (Continued)

A. TESTS (Continued)

2. On Customer Request (Continued

c. This deposit will be returned if the meter is found to register more than two percent (2%) fast on the weighted average basis.

d. Customer shall have the right to be present during meter testing. Utility will notify the Customer at least five (5) days in advance of time and place of test, unless otherwise mutually agreed. The meter may be tested by an outside meter manufacturer or its agency, or by any other reliable organization equipped for water meter testing or by the Utility's meter testing plant which may be located in some other community, in which latter case, the Customer may demand a duly notarized statement certifying as to the method used in making the test and as to the accuracy thereof.

e. A report showing the results of the test will be furnished to the Customer within fifteen (15) days of the Utility's receipt of the test.

B. ADJUSTMENT OF BILLS FOR METER ERROR

1. Fast Meters

If, after testing, a meter is found to be registering more than two percent (2%) fast on a weighted average basis for the low twelve percent (12%), medium eighty-six percent (86%) and high two percent (2%) flow periods, the Utility will refund to the Customer the amount of the overcharge based on corrected meter readings for the period the meter was in use but not exceeding three (3) months.

2. Slow Meters

When a meter is found to be registering more than two percent (2%) slow on a weighted average basis for the low twelve percent (12%), medium eighty-six percent (86%) and high two percent (2%) flow periods, the Utility will bill the Customer for the amount of the undercharge based upon corrected meter readings for the period the meter was in service but not exceeding three (3) months.

RULE NO. 19
METER TESTS AND ADJUSTMENT OF BILLS FOR METER ERROR (Continued)

B. ADJUSTMENT OF BILLS FOR METER ERROR (Continued)

3. Non-registering Meters

The Utility will bill the Customer for water consumed while the meter was non-registering, for a period not exceeding three (3) months, at the minimum monthly meter rate; or based on the Customer's prior use during the same season of the year, if conditions were unchanged; or based upon a reasonable comparison with the use of other Customers during the same period, receiving the same class of service under similar circumstances and conditions, whichever is greater.

4. General

When it is found that the error in a meter is due to some cause, the date of which can be fixed, the overcharge or the undercharge will be computed back to, but not beyond, such date.

RULE NO. 20
SERVICE TO SEPARATE PREMISES AND MULTIPLE UNITS, AND RESALE OF WATER

A. NUMBER OF SERVICES TO SEPARATE PREMISES

Separate premises under single control or management will be supplied through separate individual meters and service pipes unless the Utility approves in writing otherwise. A Connection Charge, as described in Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); WSCONN-4 (Spanish Springs); and WSCONN-3, (Spring Creek) will be assessed for each service connection.

B. SERVICE TO MULTIPLE UNITS ON SAME PREMISES

1. Separate buildings and/or multi-unit buildings with a certificate of occupancy on the same premise are required to provide individual metered service to each unit with individual disconnection without affecting service to other units. Each meter and meter connection will be treated as a separate water utility account for the purpose of the Commission approved rules and regulations. Separate metering under this Rule No 20.B. may be waived at the Utility's sole discretion.

2. A customer's service line shall be directly connected to utility-owned facilities, and there shall be no other customer connection downstream from the utility's shut-off valve.

C. RESALE OF WATER

Except by special agreement with the Utility, no Customer shall resell any of the water received from the Utility, nor shall such water be delivered to premises other than those specified in such Customer's application for service.

RULE NO. 21
WATER RIGHTS

A. INTENT TO SERVE COMMITMENTS

1. Applicability:

An Intent to Serve commitment is hereby made a condition precedent to receiving new or expanded water service from Utility. Applicants for service must provide Utility with sufficient plans to establish the water needs of the proposed development.

2. Conditions for Receipt of Intent to Serve

Applicants for new or increased water service shall receive an Intent to Serve commitment upon satisfaction of conditions and payment of all fees consistent with this tariff and transfer of sufficient water rights from the fully dependable water source subject to the following conditions. The Intent to Serve commitment shall be issued only upon Applicant providing the following:

a. The cost to research and verify title and good standing of water rights;

b. The cost to transfer the water rights including, but not limited to, the cost to prepare and record a deed (together with the Real Property Transfer Tax) and preparing and filing a recorded deed copy and the Report of Conveyance with the Division of Water Resources for assignment;

c. Advancement of Utility's federal income tax liability associated with its acquisition of such water rights calculated in accordance with NAC 704.6532, if determined taxable by Utility, the Internal Revenue Service or other appropriate taxing entity;

d. Water rights sufficient to satisfy the demand of the project, equal to the project demand and valid for transfer through the State Engineer that reflect the correct point(s) of diversion, manner of use, and place of use;

RULE NO. 21
WATER RIGHTS (Continued)

A. INTENT TO SERVE COMMITMENTS (Continued)
2. Conditions for Receipt of Intent to Serve (Continued)

e. If the water resource provided to Utility requires greater treatment than Utility's primary sources, Applicant will pay to Utility the differential treatment costs. Differential Treatment costs are the difference of the average treatment costs for the existing source water of Utility and the projected treatment costs required to bring the quality of the dedicated water to a quality which meets all EPA and State of Nevada drinking water standards. The amount paid by the Applicant will be subject to review and approval of the Staff of the Public Utilities Commission. Any adjustment made by Staff in the calculation of the payment may cause the Applicant to pay an additional adjusted cost or receive a refund. Any party which is dissatisfied with a Staff adjustment may file a petition requesting that such adjustment be reviewed by the Public Utilities Commission;

f. The Manner of Use, after approval by the State Engineer, shall be Municipal or Quasi-Municipal;

g. The Place of Use shall be identified in the Application permit and Report of Conveyance as the entire Utility Service Territory, as defined in Rule No. 17;

h. The Point of Diversion shall be the same as the current permit unless approved by Utility. Applicant shall provide Utility with a map showing the current "Point of Diversion." Applicant's water rights must be from Points of Diversion from Utility approved wells for the Utility service territory or owned by Utility. If the Point of Diversion is from a well that is not in Utility service territory, Utility may reject the water rights unless the Point of Diversion can be changed to an acceptable well within Utility service territory without any special conditions or requirements by the Nevada Division of Water Resources (NDWR-SE). Utility at its sole discretion may accept title to the well with the current Point of Diversion if Utility can acquire title to the well and the well is acceptable to Utility. Any wells used as the "Point of Diversion" shall have the legal right to allow for a continuous diversion (not seasonal), have a legal right to divert at a rate which will be able to accommodate the demands of the development under all conditions and the well shall have the physical capacity to deliver the legal rate of diversion. If fan rights are utilized, the point(s) of

RULE NO. 21
WATER RIGHTS (Continued)

A. INTENT TO SERVE COMMITMENTS
2. Conditions for Receipt of Intent to Serve (Continued)

h. (Continued) diversion shall be a point(s) on the fan as designated by Utility; or if off-fan rights are utilized, the point(s) of diversion shall be a point(s) off the fan as designated by Utility. In all cases, point(s) of diversion shall be from Utility's existing or proposed wells. If Applicant must change the point of diversion for any of the identified water rights, the proposed change must be submitted to Utility for review and approval prior to any request for change being filed with NDWR-SE. Applicant agrees to bear all costs and fees associated with any special conditions, requirements and/or mitigation acceptable to Utility that might be required by the NDWR-SE in regard to any change application.

i. Applicants shall provide Utility with documentation establishing their chain of title to the water rights and evidence, including but not limited to, copies of records from NDWR-SE showing that the water rights are in good standing, have timely proof of beneficial use and are not subject to revocation, cancellation or forfeiture. Applicant shall indemnify Utility against any claims, controversies or litigation in connection with any of the Water Rights being transferred to Utility and will be required to transfer the Water Rights free from any claims encumbrances, controversies or litigation. There shall not be any actions anticipated or pending by NDWR-SE including, but not limited to, actions for forfeiture and/or lack of beneficial use for any of the water rights identified by the Applicant for the Property. Applicant shall be required to provide substitute water rights for any water rights provided to Utility which are at any time not in good standing with NDWR-SE or that are unacceptable to Utility.

j. The Applicant shall prepare, execute and record a water right grant deed, in a form acceptable to Utility, transferring the full duty of Municipal or Quasi Municipal water right required for that portion of its Project sufficient to meet the requirements and demands for the Project/Property in accordance with these tariffs. No Intent to Serve will be issued by Utility prior to the transfer of the required water rights.

RULE NO. 21
WATER RIGHTS (Continued)

A. INTENT TO SERVE COMMITMENTS
2. Conditions for Receipt of Intent to Serve (Continued)

k. After the water rights deed has been recorded, a Report of Conveyance acceptable to and approved by Utility shall be prepared and provided to Utility for filing with NDWR-SE reflecting the change in ownership.

l. Applicant will identify its water rights permits and provide any information requested by Utility in regard to its water rights so Utility will have at least 90 days prior to Applicant's desire to have an Intent to Serve issued to determine if Applicant's water rights are sufficient and meet Utility criteria for acceptance. Utility reserves the right to reject any water rights offered for dedication if Utility determines that any of the required criteria for acceptance have not been met or the conditions of the proposed permit for dedication are unsatisfactory.

m. The amount of water rights to be dedicated and transferred to Utility shall be the amount required by Commission approved tariffs at the time the Intent to Serve is signed by Utility and provided to Applicant.

n. If NDWR-SE changes the amount of water rights to be dedicated to Utility, then Applicant shall dedicate the revised amount required by NDWR-SE. However, in no event shall the dedication requirements to Utility be less than the required Acre Feet Annual (AFA) set in Section C.4. Subsequent changes to Commission approved tariff which result in modifying the number of water rights required for dedication by Applicant, whether increased or decreased, will apply only to Water Rights transferred to Utility subsequent to that modification except those water rights which are subject to a banking agreement or annexation agreement with terms providing otherwise. Water rights subject to a banking agreement or annexation agreement shall be at the dedication requirement in effect at the time of execution of the agreement. If NDWR-SE increases or decreases the water right dedication requirement, Applicant will be required to provide to Utility the increased or decreased amount of water rights required by NDWR-SE, and approved by the Commission as a Rule No. 21 tariff, which is in effect at the time of the Application for Service is accepted by the Utility. However, in no event shall the dedication requirement to Utility be less than the required AFA set in Section C.4. Applicant shall not be entitled to a retroactive reduction in the

RULE NO. 21
WATER RIGHTS (Continued)

A. INTENT TO SERVE COMMITMENTS

2. Conditions for Receipt of Intent to Serve (Continued)

n. (Continued) amount of water right for any phase of the Project for which an Intent to Serve has already been provided except when there is an agreement providing otherwise.

3. Valid Intent to Serve commitments issued by Utility remain appurtenant to the property for which they were issued. Transfer of commitments from one property to another shall not be allowed except with formal utility approval. In the case of an existing building being removed from a particular parcel without being replaced, the application shall be given water credit in an amount of the previous will-serve commitment for the property. The provision only applies when water rights have been previously dedicated to Utility to serve the existing building being removed.

4. If project approval expires or is terminated by the applicable local governing body, the Intent to Serve commitment shall be revoked. If the Intent to Serve commitment is revoked and if the owner of the property requests, Utility shall:

a. Utility may enter into a water rights banking agreement with the Applicant detailing the rights and obligations of the parties.

5. Utility shall provide a copy of this Rule No. 21 upon request.

6. All costs charged to an Applicant for issuing an Intent to Serve shall be at Utility's cost. Utility shall provide documentation supporting all charges, if requested by Applicant

B. PROCEDURES FOR ISSUANCE OF INTENT TO SERVE COMMITMENTS

1. Applicant must submit to Utility at the time of application, plans and specifications that provide the following information:

a. Street and roadway layout:

b. Number and type of units;

RULE NO. 21
WATER RIGHTS (Continued)

B. PROCEDURES FOR ISSUANCE OF INTENT TO SERVE COMMITMENTS (Continued)

1. (Continued)
   c. Total acreage of development;

   d. Type of use;

   e. Total estimated average daily or estimated annual water demand;

   f. Any other information that Utility may reasonably require for the proper processing of the application;

   g. Identification of the water rights to be transferred to Utility, including:

   h. Copies of all permits or certificates for the water rights sought to be transferred. Water rights must reflect the correct point(s) of diversion, manner of use and place of use.

   If Applicant desires Utility to assist in the provision item A.2.i. above, Utility will provide these services at Applicant's cost.

2. For Applicants desiring to transfer water rights to Utility, Utility shall proceed as follows:

   a. After verification by Utility that the water rights are valid and sufficient to meet the demand of the project pursuant to Rule No. 21, Applicant shall:

      i. Prepare the necessary documentation to transfer the water rights to Utility;

      ii. Upon demonstration and verification of the development plan from the Applicant, compliance with the terms of the tariffs, and upon reimbursement of any costs to research and verify title and cost to transfer, Utility shall issue a will serve commitment for the parcel or parcels covered by the application.

RULE NO. 21
WATER RIGHTS (Continued)

B. PROCEDURES FOR ISSUANCE OF INTENT TO SERVE COMMITMENTS (Continued)

3. If the Applicant has water rights that have a yield adequate to serve only a portion of the proposed development, the Applicant may select a portion of the project for which the yield of the water rights is adequate. Utility shall then issue a will serve commitment for only that portion of the Project. The remainder of the project shall be handled in accordance with Rule No. 21.

RULE NO. 21
WATER RIGHTS - COLD SPRINGS – SPANISH SPRINGS (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE COLD SPRINGS – SPANISH SPRINGS

1. Applicants for service to a single family residence or individual commercial or industrial establishment to be constructed within an existing recorded subdivision with an Intent to Serve commitment shall be provided with service in an amount not to exceed that of the original Intent to Serve commitment within ninety (90) days of fulfillment of all tariff requirements and fees paid.

2. Applicants for increased water service to existing facilities shall be handled as described in paragraph B above.

3. Utility shall not begin processing of design or contracting for the required facilities until such a time as the Intent to Serve commitment is issued, unless the Applicant elects to advance to Utility the full cost of work necessary to prepare the design and contract for the project facilities. No customer service contracts shall be executed by Utility prior to the issuance of the will serve commitment.

4. The water rights required will be computed in accordance with the NDWR-SE requirements. The demand figures/acre feet will be subject to periodic changes by the NDWR-SE but in no event shall the dedications be less than those set forth below except where there is an agreement providing otherwise. If NDWR-SE has not set a requirement or the requirement is less than those set forth below, then the water rights required will be as follows:

RULE NO. 21
WATER RIGHTS - COLD SPRINGS – SPANISH SPRINGS (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE COLD SPRINGS – SPANISH SPRINGS

4. (Continued)

Sufficient Water Rights

Single Family Residential, (including landscaping)	$\frac{1}{1.1 + (10{,}000 / \text{Lot size (sq. ft.)})}$
Multi-plex, per unit, (including landscaping)	0.25
Condominiums, townhouses or mobile home park lots, per unit, (excluding landscaping and other common uses)	0.12
Apartments, per unit, (excluding landscaping and other common uses)	0.12
Irrigation	3.41 acre feet annual per acre, for drip systems, the Demand as calculated by a landscape architect or other qualified professional and verified by the Utility
Commercial or Industrial, & other uses (including condominium, townhouse, mobile home park and apartment common utility and recreation areas):	(1) Engineer's wet-stamped estimated average daily demand furnished by Customer and verified by Utility. However, if Customer and Utility determine that insufficient data exists, estimated average daily demand shall then be determined by: (2) Fixture Count plus irrigation calculation

RULE NO. 21
WATER RIGHTS - COLD SPRINGS – SPANISH SPRINGS (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE COLD SPRINGS – SPANISH SPRINGS (Continued)

4. (Continued)

a. Fixture Count Calculation

Type of Fixture	# of Fixtures	Private Use Multiplier	Public Use Multiplier	Total Fixture Units
Coffee Maker		N/A	5	
Drinking Fountain		N/A	2	
Ice Maker		N/A	8	
Dishwasher-Commercial		8	15	
Dishwasher-Residential		2	4	
Disposal-Commercial		5	10	
Disposal-Residential		2	4	
Laundry Machine -Commercial		25	50	
Laundry Machine - Residential		2	14	
Laundry Tub/Tray		2	4	
Lavatory Sink		1	2	
Sink - Kitchen		2	4	
Sink - Service		2	4	
Sink Wash		1	2	
Sink Bar		1	2	
Bath/Shower		2	4	
Urinal		1	1.5	
Toilet (Water Closet)		1.5	2.5	
Floor Sink/Drain		2	4	
Hose Bibb		3	4	
Car Wash Stall		N/A	45	

Fixture Units X 25 = Approximate Daily Demand in Gallons
Formula: Total F.U.s X 25 gals per day X 365 days per year/325,851 gals *per* AF = AF Annually

RULE NO. 21
WATER RIGHTS - COLD SPRINGS – SPANISH SPRINGS (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE COLD SPRINGS – SPANISH SPRINGS (Continued)

5. In cases where the Applicant's actual historical annual water use exceeds the estimated use based on Rule No. 21, an Applicant or its successor(s) must provide additional water rights which meet historical annual water use or reduce water consumption to levels at or below the water rights which were dedicated under this Rule.

6. All dedication requirements contained in this Rule No. 21 are subject to periodic change. In no case shall an Applicant or Customer be entitled to a retroactive reduction in the amount of water rights dedicated for any lot for which a will service has already been issued unless Utility is so directed in writing by NDWR-SE.

D. DEPOSIT

The deposit required to proceed with any and all Water Rights dedications made under the provisions of this Rule No. 21 shall be the Utility's estimated cost of making such dedication in accordance with Utility's water rights dedication practices. Estimates provided hereunder shall be valid for a period of three (3) months after the date of transmittal. The advance required under this Rule No. 21 will be increased to cover federal income taxes.

a. A deposit, equal to the Utility's estimated cost, in accordance with Section D, will be required thirty (30) days in prior to the water rights research and dedication process beginning under the provisions of this Section D.

b. Should the Utility's estimated cost be lower than the Utility's anticipated cost at any time during water rights dedication process, the Utility shall invoice the Applicant for additional deposit funds to meet the new estimated cost which shall be due upon presentation.

Utility shall provide Applicant/Developer with a final accounting. Utility will apply the Applicant's deposit against Third Party Costs, and will either refund any remaining balance to the Applicant, or bill the Applicant for any outstanding balance should the Deposit be found in arrears for any reason. Utility shall provide copies of all third party invoices with the final invoice.

RULE NO. 21
WATER RIGHTS - COLD SPRINGS – SPANISH SPRINGS (Continued)

D. DEPOSIT – COLD SPRINGS – SPANISH SPRINGS (continued)
c. (continued)

i. Any and all outstanding balances due to the Utility must be paid in full prior to receiving service from the Utility.

ii. Any refund due and payable to the Applicant/Developer will be posted in the US mail no later than 90 days from the date of the final invoice.

d. It shall be the Utility's intent to process the water rights dedication hereunder as soon as possible following the completion of the Applicant's obligations; however, due to work load fluctuations, amount of research required for said water rights dedication, and other items which are beyond the control of the Utility, Utility will not be held responsible for damages or other inconveniences resulting from unavoidable delays in the completion of the Water Rights dedication.

E. WATER RIGHTS HELD FOR FUTURE USE

1. If a Developer wishes to dedicate water rights to the Utility for future development, the Developer shall be subject to the terms and conditions of this Rule No. 21 in its entirety.

2. The Developer and the Utility shall enter into a "Water Rights Banking Agreement" which specifies the amount of water rights in acre feet annual, the permit numbers of said water rights, the parcels to be developed to which the water rights held for future use will be allocated, and any other information deemed necessary by the Utility. (The subject water rights may be reallocated to another parcel within the Utility's CPCN with the written permission of the Utility and upon completion of any research necessary to assure the Utility that the water rights can be moved at the sole cost of the Developer.)

Utility shall make reasonable efforts to avoid forfeiture or cancellation of the Water Rights by NDWR-SE or any governmental agency at Developer's sole expense; however, Utility shall be held harmless if Utility's failure to take such efforts causes the forfeiture or cancellation of the Water Rights.

RULE NO. 21
WATER RIGHTS - COLD SPRINGS – SPANISH SPRINGS (Continued)

E. WATER RIGHTS HELD FOR FUTURE USE – COLD SPRINGS – SPANISH SPRINGS (continued)

3. (continued)

a. Utility shall provide Developer with the actual costs for work related to maintaining water rights annually.

b. Such invoice shall be due and payable within 30 days or shall be subject to penalties and late fees as defined in Rule No. 22, Section E.

c. If the invoice is not paid within 60 days of presentation, as defined in Rule No. 4, the Utility shall have neither further obligation to the Developer under this Rule No. 21, Section E nor under the Water Rights Banking Agreement.

4. The Developer shall apply for service with five (5) years of the execution date of the Water Rights Banking Agreement or the Developer's rights under the Water Rights Banking Agreement shall terminate and Utility shall have no further obligation or liability to Developer with regard to the Water Rights. An extension may be granted in writing at the Utility's sole discretion.

RULE NO. 21
WATER RIGHTS - PAHRUMP (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE PAHRUMP

1. Applicants for service to a single family residence or individual commercial or industrial establishment to be constructed within an existing recorded subdivision with an Intent to Serve commitment shall be provided with service in an amount not to exceed that of the original Intent to Serve commitment within ninety (90) days of fulfillment of all tariff requirements and fees paid.

2. Applicants for increased water service to existing facilities shall be handled as described in paragraph B above.

3. Utility shall not begin processing of design or contracting for the required facilities until such a time as the Intent to Serve commitment is issued, unless the Applicant elects to advance to Utility the full cost of work necessary to prepare the design and contract for the project facilities. No customer service contracts shall be executed by Utility prior to the issuance of the will serve commitment.

4. The water rights required will be computed in accordance with the NDWR-SE requirements. The demand figures/acre feet will be subject to periodic changes by the NDWR-SE but in no event shall the dedications be less than those set forth below except where there is an agreement providing otherwise. If NDWR-SE has not set a requirement or the requirement is less than those set forth below, then the water rights required will be as follows:

RULE NO. 21
WATER RIGHTS - PAHRUMP (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE PAHRUMP (Continued)

4. (Continued)

a. Sufficient Water Rights

TYPE OF UNIT/USE	DEMAND gpd	AFA
Single Family Residential and Modular Home Lot (including landscaping)	1000	1.12
Mobile Home Estate Lot (including landscaping)	1000	1.12
Duplex (per unit) (including landscaping)	500	0.56
Condominiums or townhouses (per unit) if separately metered (excluding landscaping and other outside uses):	250	0.28
Apartment (per unit) if separately metered (excluding landscaping and other outside use):	250	0.28
Mobile Home Park Lot (excluding landscaping and other outside use):	300	0.34
Modular Housing Adult Community Lot (including Minimal landscaping such as Natural desert flora irrigated by a drip-irrigation system, but excluding other outside uses)	300	0.34

RULE NO. 21
WATER RIGHTS - PAHRUMP (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE PAHRUMP (Continued)

4. (Continued)

a. Sufficient Water Rights (Continued)

TYPE OF UNIT/USE	DEMAND gpd	AFA
RV Park		
Per Unit if separately metered:	300	0.34
Commercial, Industrial, Landscaping, Multi-Family, and RV Park if not separately metered & other uses:		

i. Estimated average daily demand furnished by Customer and verified by Utility. However, if Customer and Utility determine that insufficient data exists, estimated average daily demand shall then be determined by:

ii. Fixture Count, or

iii. One thousand (1,000) gallons per acre per day, at the Utility's discretion.

Tariff No. 1-W (Water)

RULE NO. 21
WATER RIGHTS - PAHRUMP (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE PAHRUMP (Continued)

4. (Continued)

a. Fixture Count Calculation

Type of Fixture	# of Fixtures	Private Use Multiplier	Public Use Multiplier	Total Fixture Units
Coffee Maker		N/A	5	
Drinking Fountain		N/A	2	
Ice Maker		N/A	8	
Dishwasher-Commercial		8	15	
Dishwasher-Residential		2	4	
Disposal-Commercial		5	10	
Disposal-Residential		2	4	
Laundry Machine - Commercial		25	50	
Laundry Machine - Residential		2	14	
Laundry Tub/Tray		2	4	
Lavatory Sink		1	2	
Sink - Kitchen		2	4	
Sink - Service		2	4	
Sink Wash		1	2	
Sink Bar		1	2	
Bath/Shower		2	4	
Urinal		1	1.5	
Toilet (Water Closet)		1.5	2.5	
Floor Sink/Drain		2	4	
Hose Bibb		3	4	
Car Wash Stall		N/A	45	

Fixture Units X 25 = Approximate Daily Demand in Gallons
Formula: Total F.U.s X 25 gals per day X 365 days per year/325,851 gals *per* AF = AF Annually

RULE NO. 21
WATER RIGHTS - PAHRUMP (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE PAHRUMP (Continued)

4. (Continued)

b. Sufficient Water Rights – Single family Lots with Conservation Measures

All new single family residential lots which are developed and permanently maintained consistent with the Utility's then current water conservation plan as approved by the Nevada Division of Water Resources are eligible to dedicate water rights as follows.

Lot Size	Dedication Requirement
Greater than 11,200 square feet	1.12 acre-feet annually
6,800 to 11,200 square feet	(square feet/10,000) acre-feet annually
Less than 6,800 square feet	0.68 acre-feet annually

Any lot that does not permanently maintain the water conservation measures shall be required to dedicate to the Utility additional water rights so as to meet the dedication requirement contained in Part C.4.a of this Rule No. 21.

5. In cases where the Applicant's actual historical annual water use exceeds the estimated use based on Rule No. 21, an Applicant or its successor(s) must provide additional water rights which meet historical annual water use or reduce water consumption to levels at or below the water rights which were dedicated under this Rule. This provision does not apply to residential uses, except in cases where the type of use changes.

6. All dedication requirements contained in this Rule No. 21 are subject to periodic change. In no case shall an Applicant or Customer be entitled to a retroactive reduction in the amount of water rights dedicated for any lot for which a will service has already been issued.

RULE NO. 21
WATER RIGHTS - SPRING CREEK (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE

1. Applicants for service to a single family residence or individual commercial or industrial establishment to be constructed within an existing recorded subdivision with an Intent to Serve commitment shall be provided with service in an amount not to exceed that of the original Intent to Serve commitment within ninety (90) days of fulfillment of all tariff requirements and fees paid.

2. Applicants for increased water service to existing facilities shall be handled as described in paragraph B above.

3. Utility shall not begin processing of design or contracting for the required facilities until such a time as the Intent to Serve commitment is issued, unless the Applicant elects to advance to Utility the full cost of work necessary to prepare the design and contract for the project facilities. No customer service contracts shall be executed by Utility prior to the issuance of the will serve commitment.

4. The water rights required will be computed in accordance with the NDWR-SE requirements. The demand figures/acre feet will be subject to periodic changes by the NDWR-SE but in no event shall the dedications be less than those set forth below except where there is an agreement providing otherwise. If NDWR-SE has not set a requirement or the requirement is less than those set forth below, then the water rights required will be as follows:

RULE NO. 21
WATER RIGHTS - SPRING CREEK (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE SPRING CREEK (Continued)

4. (Continued)

a. Sufficient Water Rights

TYPE OF UNIT/USE	DEMAND gpd	AFA
Single Family Residential and Modular Home Lot (including landscaping)	1000	1.12
Mobile Home Estate Lot (including landscaping)	1000	1.12
Duplex (per unit) (including landscaping)	500	0.56
Condominiums or townhouses (per unit) if separately metered (excluding landscaping and other outside uses):	250	0.28
Apartment (per unit) if separately metered (excluding landscaping and other outside use):	250	0.28
Mobile Home Park Lot (excluding landscaping and other outside use):	300	0.34
Modular Housing Adult Community Lot (including Minimal landscaping such as Natural desert flora irrigated by a drip-irrigation system, but excluding other outside uses)	300	0.34

RULE NO. 21
WATER RIGHTS - SPRING CREEK (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE SPRING CREEK (Continued)

4. (Continued)
   a. Sufficient Water Rights (Continued)

TYPE OF UNIT/USE	DEMAND gpd	AFA
RV Park Per Unit if separately metered:	300	0.34
Commercial, Industrial, Landscaping, Multi-Family, and RV Park if not separately metered & other uses:		

i. Estimated average daily demand furnished by Customer and verified by Utility. However, if Customer and Utility determine that insufficient data exists, estimated average daily demand shall then be determined by:

ii. Fixture Count, or

iii. 1,000 gallons per acre per day, at the Utility's discretion.

RULE NO. 21
WATER RIGHTS - SPRING CREEK (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE SPRING CREEK (Continued)

4. (Continued)

a. Fixture Count Calculation

Type of Fixture	# of Fixtures	Private Use Multiplier	Public Use Multiplier	Total Fixture Units
Coffee Maker		N/A	5	
Drinking Fountain		N/A	2	
Ice Maker		N/A	8	
Dishwasher-Commercial		8	15	
Dishwasher-Residential		2	4	
Disposal-Commercial		5	10	
Disposal-Residential		2	4	
Laundry Machine - Commercial		25	50	
Laundry Machine - Residential		2	14	
Laundry Tub/Tray		2	4	
Lavatory Sink		1	2	
Sink - Kitchen		2	4	
Sink - Service		2	4	
Sink Wash		1	2	
Sink Bar		1	2	
Bath/Shower		2	4	
Urinal		1	1.5	
Toilet (Water Closet)		1.5	2.5	
Floor Sink/Drain		2	4	
Hose Bibb		3	4	
Car Wash Stall		N/A	45	

Fixture Units X 25 = Approximate Daily Demand in Gallons
Formula: Total F.U.s X 25 gals per day X 365 days per year/325,851 gals *per* AF = AF Annually

RULE NO. 21
WATER RIGHTS - SPRING CREEK (Continued)

C. WATER RIGHTS DEDICATION REQUIREMENTS FOR AN INTENT TO SERVE SPRING CREEK (Continued)

4. (Continued)

b. Sufficient Water Rights – Single family Lots with Conservation Measures

All new single family residential lots which are developed and permanently maintained consistent with the Utility's then current water conservation plan as approved by the Nevada Division of Water Resources are eligible to dedicate water rights as follows.

Lot Size	Dedication Requirement
Greater than 11,200 square feet	1.12 acre-feet annually
6,800 to 11,200 square feet	(square feet/10,000) acre-feet annually
Less than 6,800 square feet	0.68 acre-feet annually

Any lot that does not permanently maintain the water conservation measures shall be required to dedicate to the Utility additional water rights so as to meet the dedication requirement contained in Part C.4.a of this Rule No. 21.

5. In cases where the Applicant's actual historical annual water use exceeds the estimated use based on Rule No. 21, an Applicant or its successor(s) must provide additional water rights which meet historical annual water use or reduce water consumption to levels at or below the water rights which were dedicated under this Rule. This provision does not apply to residential uses, except in cases where the type of use changes.

6. All dedication requirements contained in this Rule No. 21 are subject to periodic change. In no case shall an Applicant or Customer be entitled to a retroactive reduction in the amount of water rights dedicated for any lot for which a will service has already been issued.

SAVE FOR FUTURE USE

RULE NO. 22
MISCELLANEOUS CHARGES

A. TURN ON/TURN OFF

1. Turn On / Turn Off service is available hereunder to any customer who voluntarily desires the Utility to turn on the water service or turn off the water service for his convenience during regular working hours of the Utility.

2. Turn On / Turn Off service may also be involuntary as described in Rule No. 6.

3. The charge for Turn On / Turn Off service each time the Utility turns on or turns off the customer's water service during regular business hours shall be:

   Thirty-Seven Dollars ($37.00)

4. It shall be at the Utility's discretion to Turn On / Turn Off water other than regular business hours. The charge for turn off / turn on service for each time the Utility turns on or turns off the customer's water service other than during regular business hours shall be:

   Fifty-Five Dollars and Fifty Cents ($55.50)

5. If an emergency exists caused by damage to or a problem with service lines or pipes on the Customer's property, the Utility reserves the right to waive the charge set forth herein.

B. ESTABLISHMENT OF SERVICE

Each Applicant for establishment of service under any of the Utility's rate schedules shall pay to the Utility the following:

Forty-Five Dollars ($45.00)

This fee includes the cost of turn on during regular business hours.

RULE NO. 22
MISCELLANEOUS CHARGES (Continued)

C. PREMISE VISIT

If a Customer requests the Utility to visit the Customer's premises more than three (3) times in a twelve (12) month period, the Utility may charge the Customer per premise visit after the third visit in a twelve (12) month period if the Utility determines good cause did not exist for the fourth or subsequent premise visit. Charge shall be:

Thirty-Seven Dollars ($37.00)

D. RETURNED CHECKS

A charge shall be applied to the customer's account at the time the check is received by the bank. The charge payable for each returned check shall be:

Twenty-Five Dollars ($25.00)

E. LATE PAYMENT FEE

The Late Payment Fee shall be:

A charge of four percent (4%) will be applied to the unpaid balance of all bills past due.

F. CROSS CONNECTION PROTECTIVE DEVICES

Cross connection protective devices (also known as backflow protection devices) will be installed at the customer's expense and shall be considered a part of the yard and or house piping.

RULE NO. 22
MISCELLANEOUS CHARGES (Continued)

G. PREMISE VISIT IN LIEU OF DISCONTINUANCE

There shall be a charge in cases where a service representative visits the Customer's premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays prior to disconnection or otherwise makes satisfactory arrangements to pay the bill.

Zero Dollars ($0.00)

RULE NO. 22
MISCELLANEOUS CHARGES - COLD SPRINGS - SPANISH SPRINGS (Continued)

H. REGIONAL WATER MANAGEMENT FEE

In accordance with Washoe County Ordinance No. 935, a surcharge of up to 1.5% will be imposed on the Utility's water customer's bills to provide for the creation of the Washoe County Water Planning Commission. This Water Planning Commission will be responsible for the comprehensive planning and administration of water in Washoe County. This will expire on June 30, 1997 unless renewed. The surcharge is applicable to gross water sales only, and not penalties, customer service charges or other fees.

RULE NO. 22
MISCELLANEOUS CHARGES – COLD SPRINGS – PAHRUMP – SPANISH SPRINGS (Continued)

I. THIRD PARTY FEES

Pahrump outsources some processing services to third parties for which the cost is the responsibility of the entity using the service. Listed in this Rule No. 22 (I) are the most common third party processing fees.

1. Plan Review Fees

All plan reviews must be processed by a Pahrump Operations approved engineer at the cost of the entity requesting the plan review. Pahrump Operations will require a deposit for all plan review processing; any third party fees in excess of the deposit will be the responsibility of the entity requesting the service; a refund will be issued if the deposit is in excess of the actual costs. Information regarding plan review processing is available at the office. Below are the deposit amounts for the most common plan reviews:

a) Site Development Plans/Improvement Plans (Includes initial review; subsequent revision reviews may require additional deposit.)

i. 1 to 15 pages - $1,500
ii. Each additional page - $250

b) Parcel Maps, Boundary Line Adjustment Maps, Reversionary Maps, Tentative Maps and Final Maps:

i. 1 to 2 pages - $350
ii. 3 to 5 pages - $750
iii. 6 to 10 - pages $1500
iv. In excess of 10 pages – please contact Pahrump Operations for a deposit estimate (to be based on engineer's quote).

RULE NO. 23
WATER CONSERVATION

A. WATER CONSERVATION

It is in the public interest to conserve water. The Utility has an approved Water Conservation Plan which is incorporated into this Rule No. 23 by reference.

B. INFORMATIVE BILLING

Per Rule No. 5 Section A, the Utility will render bills for service on a monthly basis. The bills will include monthly usage, average daily usage, thirteen (13) months consumption and total billing history and a breakdown of the conservation rates and corresponding consumption by tier.

C. BILL CREDITS FOR INDOOR PLUMBING RETROFIT

The Utility offers rebates in the form of bill credits as an added financial incentive for conserving water through indoor plumbing retrofit.

1. High Efficiency Toilets (HET)

   a. The bill credit for and HET is based on the replacement of an existing toilet with an EPA HET with the WaterSense Label which uses no more than 1.28 gallons per flush (gpf) on average and reliably flushes a minimum of 350 grams of solids installed at the premise receiving service from the Utility.

   b. The bill credit is a one-time credit of $50 not to exceed $100 per residence or unit.

   c. The Limit is two per residence or unit.

   d. Eligibility is to any units receiving water from the Utility as a Customer who is current with the Utility for all bills at any and all premises regardless of type of service.

   e. The HET must remain at the service address where the water conservation work has taken place. Bill credits will not be transferred from the location of water savings to another account, even if both service addresses are in the name of the same Customer or owned by the same person.

RULE NO. 23
WATER CONSERVATION
(Continued)

C. BILL CREDITS FOR INDOOR PLUMBING RETROFIT (Continued)

1. High Efficiency Toilets (HET) (Continued)

f. All terms and conditions as described in the Utility's Water Conservation Plan for this program are met.

g. Customer who applies for an HET rebate through bill credit agrees to repay such bill credit to the Utility upon request, if the application contains any material misstatement or misrepresentation on such undersigned's behalf, or if the undersigned breaches any of such terms or conditions.

1A. WaterSense labeled Flushometer-valve

a. The bill credit for a WS labeled Flushometer-valve is based on the purchase of a Flushometer-valve installed at the premise receiving service from the Utility.
b. The bill credit is a one-time credit of $50.
c. The Limit is two per residence or unit.
d. Eligibility is to any units receiving water from the Utility as a Customer who is current with the Utility for all bills at any and all premises regardless of type of service.
e. The Flushometer-valve must remain at the service address where the water conservation work has taken place. Bill credits will not be transferred from the location of water savings to another account, even if both service addresses are in the name of the same Customer or owned by the same person.
f. All terms and conditions as described in the Utility's Water Conservation Plan for this program are met.
g. Customer who applies for an Flushometer-valve rebate through bill credit agrees to repay such bill credit to the Utility upon request, if the application contains any material misstatement or misrepresentation on such undersigned's behalf, or if the undersigned breaches any of such terms or conditions.

1B. WaterSense labeled Urinal

a. The bill credit for a WS labeled Urinal is based on the purchase of a Urinal labeled WaterSense installed at the premise receiving service from the Utility.
b. The bill credit is a one-time credit of $50.
c. The Limit is two per residence or unit.
d. Eligibility is to any units receiving water from the Utility as a Customer who is current with the Utility for all bills at any and all premises regardless of type of service.

e. The Urinal must remain at the service address where the water conservation work has taken place. Bill credits will not be transferred from the location of water savings to another account, even if both service addresses are in the name of the same Customer or owned by the same person.

f. All terms and conditions as described in the Utility's Water Conservation Plan for this program are met.

g. Customer who applies for a Urinal rebate through bill credit agrees to repay such bill credit to the Utility upon request, if the application contains any material misstatement or misrepresentation on such undersigned's behalf, or if the undersigned breaches any of such terms or conditions.

2. High Efficiency Washing Machines (HEWM)

a. The bill credit for and HEWM is based on the purchase of an HEWM as defined and listed as an Energy Star machine installed at the premise receiving service from the Utility.

b. The bill credit is a one-time credit of $75 not to exceed the cost of the washing machine only (excluding shipping, tax, delivery and/or other incidentals).

c. The Limit is one per residence or unit.

d. Eligibility is to any units receiving water from the Utility as a Customer who is current with the Utility for all bills at any and all premises regardless of type of service.

e. The HEWM must remain at the service address where the water conservation work has taken place. Bill credits will not be transferred from the location of water savings to another account, even if both service addresses are in the name of the same Customer or owned by the same person.

f. All terms and conditions as described in the Utility's Water Conservation Plan for this program are met.

g. Customer who applies for an HEWM rebate through bill credit agrees to repay such bill credit to the Utility upon request, if the application contains any material misstatement or misrepresentation on such undersigned's behalf, or if the undersigned breaches any of such terms or conditions.

RULE NO. 23
WATER CONSERVATION
(Continued)

C. BILL CREDITS FOR INDOOR PLUMBING RETROFIT (Continued)

3. High Efficiency Bathroom Faucets (HEBF)

a. The bill credit for a HEBF is based on the purchase of a bathroom faucet labeled as a WaterSense faucet installed at the premise receiving service from the Utility.

b. The bill credit is a one-time credit of $25.

c. The Limit is two per residence or unit.

d. Eligibility is to any units receiving water from the Utility as a Customer who is current with the Utility for all bills at any and all premises regardless of type of service.

e. The HEBF must remain at the service address where the water conservation work has taken place. Bill credits will not be transferred from the location of water savings to another account, even if both service addresses are in the name of the same Customer or owned by the same person.

f. All terms and conditions as described in the Utility's Water Conservation Plan for this program are met.

g. Customer who applies for an HEBF rebate through bill credit agrees to repay such bill credit to the Utility upon request, if the application contains any material misstatement or misrepresentation on such undersigned's behalf, or if the undersigned breaches any of such terms or conditions.

RULE NO. 23
WATER CONSERVATION
(Continued)

C. BILL CREDITS FOR INDOOR PLUMBING RETROFIT (Continued)

4. High Efficiency Showerheads (HESH)

a. The bill credit for a HESH is based on the purchase of a showerhead labeled as a WaterSense showerhead installed at the premise receiving service from the Utility.

b. The bill credit is a one-time credit of $15.

c. The Limit is two per residence or unit.

d. Eligibility is to any units receiving water from the Utility as a Customer who is current with the Utility for all bills at any and all premises regardless of type of service.

e. The HESH must remain at the service address where the water conservation work has taken place. Bill credits will not be transferred from the location of water savings to another account, even if both service addresses are in the name of the same Customer or owned by the same person.

f. All terms and conditions as described in the Utility's Water Conservation Plan for this program are met.

g. Customer who applies for an HESH rebate through bill credit agrees to repay such bill credit to the Utility upon request, if the application contains any material misstatement or misrepresentation on such undersigned's behalf, or if the undersigned breaches any of such terms or conditions.

RULE NO. 23
WATER CONSERVATION
(Continued)

D. BILL CREDITS FOR OUTDOOR LANDSCAPE

1. Weather-Based Irrigation Controller (WBIC)

a. The bill credit for a WBIC is based on the purchase of a weather-based irrigation controller labeled as a WaterSense weather-based irrigation controller installed at the premise receiving service from the Utility.

b. The bill credit is a one-time credit of $75.

c. The Limit is one per residence or unit.

d. Eligibility is to any units receiving water from the Utility as a Customer who is current with the Utility for all bills at any and all premises regardless of type of service.

e. The WBIC must remain at the service address where the water conservation work has taken place. Bill credits will not be transferred from the location of water savings to another account, even if both service addresses are in the name of the same Customer or owned by the same person.

f. All terms and conditions as described in the Utility's Water Conservation Plan for this program are met.

g. Customer who applies for an WBIC rebate through bill credit agrees to repay such bill credit to the Utility upon request, if the application contains any material misstatement or misrepresentation on such undersigned's behalf, or if the undersigned breaches any of such terms or conditions.

RULE NO. 23
WATER CONSERVATION - (Continued)

E. BILL CREDITS FOR SALT CEDAR REMOVAL

The Utility offers rebates in the form of bill credits as an added financial incentive for conserving water through the removal of Salt Cedars.

1. Salt Cedar Removal

   a. The bill credit for Salt Cedar removal is based on the total removal of the salt cedar and root system at the premise receiving service from the Utility. The Salt Cedar has long roots that exploit groundwater deposits.

   b. The bill credit is a one-time credit of $75.00 per each tree removed with a maximum bill credit per premise of $300.00.

   c. The Limit is $300.00 per residence or unit.

   d. Eligibility is to any units receiving water from the Utility as a Customer who is current with the Utility for all bills at any and all premises regardless of type of service.

   e. Bill credits will not be transferred from the location of removal to another account, even if both service addresses are in the name of the same Customer or owned by the same person.

   f. All terms and conditions as described in the Utility's Water Conservation Plan for this program are met.

   g. Customer who applies for a Salt Cedar rebate through bill credit agrees to repay such bill credit to the Utility upon request, if the application contains any material misstatement or misrepresentation on such undersigned's behalf, or if the undersigned breaches any of such terms or conditions.

RULE NO. 23
WATER CONSERVATION (Continued)

F. OTHER WATER CONSERVATION MEASURES

1. Waste of Water

   Waste of Water is addressed in Rule No. 6.

2. Unauthorized Use of Water

   a. Unauthorized Use of Water is addressed in Rule No. 5.
   b. Unauthorized Use of Water is addressed in Rule No. 10 regarding water from Fire Hydrants.
   c. Unauthorized Use of Water is addressed in Rule No. 15.

3. Water Conservation Rates

   Water Conservation Rates are addressed in Rate Schedules: WGEN-1 for Cold Springs; WRES-1, WCOMM-1, WIRR-1, WPUB-1 and WMH-1 for Pahrump; WGEN-2 for Spanish Springs; and WGEN-3 for Spring Creek.

4. Water Right Dedication Benefits

   Water Right Dedication Benefits for adopting specific water conservation measures for new development is addressed in Rule No. 21.

G. RESTRICTIONS OF USE OF OUTSIDE WATER

It is in the public interest to conserve water. Subject to implementation by the Utility, Section G will apply to the outside use of water:

1. Customers with odd number street addresses may water only on Tuesday, Thursday and Saturday.

2. Customers with even number street addresses may water only on Monday, Wednesday and Friday.

3. No outdoor watering between the hours of 10:00 a.m. and 7:00 p.m.

4. No outdoor watering on Sundays.

RULE NO. 23
WATER CONSERVATION – (Continued)

H. EXCEPTIONS AND APPLICATION PROCEDURE

Consideration of written applications for exceptions regarding restrictions on outside use of water set forth in Section E above shall be as follows:

1. Written applications for exceptions shall be accepted and may be granted by the Utility's on-site Manager.

2. Denials of applications may be appealed in writing to the President of the Utility. T

3. Grounds for granting such applications shall include:

   a. Hand watering for the purpose of preserving law or shrubbery so that vegetation does not die;

   b. Testing of landscape irrigation systems provided that the person performing the test is present to observe system performance;

   c. New landscaping or lawn planted within the preceding forty-five (45) days.

I. ENFORCEMENT

Violation of Section E through H will result in the issuance of a notice advising the Customer that they are not in compliance with the Utility's rules and regulations and is subject to disconnection for subsequent violations. Any such notice shall be delivered to the Customer either by leaving a notice at the residence with the Customer; or by leaving a copy of the notice attached to the front door or main entrance of the customer's residence or place of business and mailing a duplicate notice by certified mail to the Customer.

A second violation of Section E through G within five (5) days of the first notice of violation, and without an approved exception, shall result in termination of the Customer's service in accordance with the Utility's rules and regulation. All usual reconnect fees and procedures shall apply to terminations authorized by this section.

RULE NO. 23
WATER CONSERVATION – (Continued)

J. ENFORCEMENT DURING PERIODS OF DROUGHT

In addition to H above, Enforcement during Periods of Drought will be consistent with the Utility's Water Conservation Plan which contains financial penalties. T

Levy violation fees for water wasting and/or unauthorized use of utility water:

First offense	$ 25.00
Second Offense	$ 50.00
Third Offense	$100.00
Fourth offense and subsequent offenses	$250.00

Each day or portion thereof during which a violation continues may constitute a separate offense. In addition, any person, customer or legal entity who has been previously warned is subject to the next penalty level.

Discontinuance of water service and Turn On / Off fees may be applied.

K. NOTICE

The enforcements set forth in Sections H and I above shall not be implemented by the Utility, except in cases of emergencies, prior to the expiration of three (3) days notice in conformance with Rule No. 4 of this Tariff. Notice shall be deemed given three (3) days after mailing, first class postage pre-paid.

RULE NO. 23
WATER CONSERVATION – (Continued)

L. RESTRICTIONS ON USE OF RECREATIONAL WATER

1. Recreational Water shall be exempt from Section F of this rule. Use of Recreational Water shall occur on a schedule set by a written agreement between the Utility and any HOA or Governmental Entity. In the event that no such agreement is reached, the Restrictions on use of Recreational Water shall be governed by Sections F and H of this rule.

2. Violation of Section F shall be enforced in a manner consistent with Section I and J of this rule, except that notice to the HOA or Governmental Entity shall be complete by leaving a copy of the notice with the Association's President, any board member, or the Association's counsel or the Governmental Entity Management.

HOLD FOR FUTURE USE

SCHEDULE WRES-1

RESIDENTIAL SERVICE – COLD SPRINGS, SPANISH SPRINGS, SPRING CREEK, AND PAHRUMP

APPLICABILITY

The charges set forth in this Schedule apply to all Customers who receive Residential service from the Utility.

RATES – RESIDENTIAL

The charge for water service shall consist of a monthly Base Rate (assessed on the size of the Customer's water meter) plus the sum of Volumetric Charges. Volumetric Charges include a Commodity Charge, Deferred Water Service Adjustment, and System Improvement Rate and are assessed based on consumption.

BASE RATE

Meter Size	Monthly Rate – Pahrump, Spring Creek, and Spanish Springs	Monthly Rate – Cold Springs
5/8”	$ 25.00	$ 22.00
3/4”	$ 25.00	$ 22.00
1”	$ 31.26	$ 31.26
1 ½”	$ 37.51	$ 37.51
2”	$ 71.28	$ 71.28
3”	$ 121.17	$ 121.17
4”	$ 145.40	$ 145.40
6”	$ 290.81	$ 290.81
8”	$ 448.85	$ 448.85
10”	$ 660.07	$ 660.07

COMMODITY CHARGE

Cold Springs	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 2.86
Tier 2	5,001 to 30,000 gallons	$ 4.05
Tier 3	30,001+ gallons	$ 5.20

SCHEDULE WRES-1

RESIDENTIAL SERVICE – COLD SPRINGS, SPANISH SPRINGS, SPRING CREEK, AND PAHRUMP (continued)

COMMODITY CHARGE - continued

Spanish Springs	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 2.36
Tier 2	5,001 to 30,000 gallons	$ 3.35
Tier 3	30,001+ gallons	$ 4.30
Spring Creek	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 4.03
Tier 2	5,001 to 30,000 gallons	$ 5.72
Tier 3	30,001+ gallons	$ 7.34
Pahrump	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 3.21
Tier 2	5,001 to 30,000 gallons	$ 4.55
Tier 3	30,001+ gallons	$ 5.84

DEFERRED WATER SERVICE ADJUSTMENT[1]

	Rate per 1,000 gallons
Cold Springs	$ (0.01)
Spanish Springs	$ (0.09)
Spring Creek	$ 0.08
Pahrump	$ (0.23)

[1] Rates approved in Docket No. 25-10015.

SYSTEM IMPROVEMENT RATE

	Rate per 1,000 gallons
Cold Springs	N/A
Spanish Springs	N/A
Spring Creek	$0.25
Pahrump	N/A

PAHRUMP TAX ADJUSTMENT CHARGE

The charges for service hereunder shall be subject to the tax adjustment rider of Utility's water tariff, when applicable.

SCHEDULE WMF-1

MULTI-FAMILY SERVICE – COLD SPRINGS, SPANISH SPRINGS, SPRING CREEK, AND PAHRUMP

APPLICABILITY

The charges set forth in this Schedule apply to all Customers who receive Multi-Family service from the Utility.

RATES – MULTI-FAMILY

The charge for water service shall consist of a monthly Base Rate (assessed on the size of the Customer's water meter) plus the sum of the Commodity Charge (assessed on the metered consumption) and applicable surcharge or sur credit calculation for the Deferred Water Service Adjustment and System Improvement Rate if applicable.

BASE RATE

Meter Size	Monthly Rate – Pahrump, Spring Creek, and Spanish Springs	Monthly Rate – Cold Springs
5/8”	$ 25.00	$ 22.00
3/4”	$ 25.00	$ 22.00
1”	$ 31.26	$ 31.26
1 ½”	$ 37.51	$ 37.51
2”	$ 71.28	$ 71.28
3”	$ 121.17	$ 121.17
4”	$ 145.40	$ 145.40
6”	$ 290.81	$ 290.81
8”	$ 448.85	$ 448.85
10”	$ 660.07	$ 660.07

COMMODITY CHARGE

Cold Springs	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 1.82
Tier 2	5,001 to 30,000 gallons	$ 2.90
Tier 3	30,001+ gallons	$ 3.87

SCHEDULE WMF-1

MULTI-FAMILY SERVICE – COLD SPRINGS, SPANISH SPRINGS, SPRING CREEK, AND PAHRUMP (continued)

COMMODITY CHARGE - continued

Spanish Springs	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 1.51
Tier 2	5,001 to 30,000 gallons	$ 2.39
Tier 3	30,001+ gallons	$ 3.20
Spring Creek	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 2.57
Tier 2	5,001 to 30,000 gallons	$ 4.09
Tier 3	30,001+ gallons	$ 5.46
Pahrump	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 2.05
Tier 2	5,001 to 30,000 gallons	$ 3.25
Tier 3	30,001+ gallons	$ 4.35

DEFERRED WATER SERVICE ADJUSTMENT[1]

	Rate per 1,000 gallons
Cold Springs	$ (0.01)
Spanish Springs	$ (0.09)
Spring Creek	$ 0.08
Pahrump	$ (0.23)

[1] Rates approved in Docket No. 25-10015.

SYSTEM IMPROVEMENT RATE

	Rate per 1,000 gallons
Cold Springs	N/A
Spanish Springs	N/A
Spring Creek	$0.25
Pahrump	N/A

PAHRUMP TAX ADJUSTMENT CHARGE

The charges for service hereunder shall be subject to the tax adjustment rider of Utility's water tariff, when applicable.

HOLD FOR FUTURE USE

HOLD FOR FUTURE USE

SCHEDULE WNRES-1

NON-RESIDENTIAL SERVICE – COLD SPRINGS, SPANISH SPRINGS, SPRING CREEK, AND PAHRUMP

APPLICABILITY

The charges set forth in this Schedule apply to all Customers who receive Non-Residential service from the Utility.

RATES – NON-RESIDENTIAL

The charge for water service shall consist of a monthly Base Rate (assessed on the size of the Customer's water meter) plus the sum of Volumetric Charges. Volumetric Charges include a Commodity Charge, Deferred Water Service Adjustment, and System Improvement Rate and are assessed based on consumption.

BASE RATE

Meter Size	Monthly Rate – Pahrump, Spring Creek, and Spanish Springs	Monthly Rate – Cold Springs
5/8"	$ 25.00	$ 22.00
3/4"	$ 25.00	$ 22.00
1"	$ 31.26	$ 31.26
1 ½"	$ 37.51	$ 37.51
2"	$ 71.28	$ 71.28
3"	$ 121.17	$ 121.17
4"	$ 145.40	$ 145.40
6"	$ 290.81	$ 290.81
8"	$ 448.85	$ 448.85
10"	$ 660.07	$ 660.07

COMMODITY CHARGE

Cold Springs ≤4"	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 2.16
Tier 2	5,001 to 30,000 gallons	$ 3.58
Tier 3	30,001+ gallons	$ 5.09

SCHEDULE WNRES-1

NON-RESIDENTIAL SERVICE – COLD SPRINGS, SPANISH SPRINGS, SPRING CREEK, AND PAHRUMP (continued)

COMMODITY CHARGE - continued

Cold Springs >4"	Metered Consumption	Rate per 1,000 gallons	
Tier 1	0 to 5,000 gallons	$	2.16
Tier 2	5,001 to 2,000,000	$	3.58
Tier 3	2,000,001+ gallons	$	5.09
Spanish Springs ≤4"	Metered Consumption	Rate per 1,000 gallons	
Tier 1	0 to 5,000 gallons	$	1.78
Tier 2	5,001 to 30,000 gallons	$	2.96
Tier 3	30,001+ gallons	$	4.21
Spanish Springs >4"	Metered Consumption	Rate per 1,000 gallons	
Tier 1	0 to 5,000 gallons	$	1.78
Tier 2	5,001 to 2,000,000	$	2.96
Tier 3	2,000,001+ gallons	$	4.21
Spring Creek ≤4"	Metered Consumption	Rate per 1,000 gallons	
Tier 1	0 to 5,000 gallons	$	3.05
Tier 2	5,001 to 30,000 gallons	$	5.06
Tier 3	30,001+ gallons	$	7.19
Spring Creek >4"	Metered Consumption	Rate per 1,000 gallons	
Tier 1	0 to 5,000 gallons	$	3.05
Tier 2	5,001 to 2,000,000	$	5.06
Tier 3	2,000,001+ gallons	$	7.19
Pahrump ≤4"	Metered Consumption	Rate per 1,000 gallons	
Tier 1	0 to 5,000 gallons	$	2.42
Tier 2	5,001 to 30,000 gallons	$	4.03
Tier 3	30,001+ gallons	$	5.71
Pahrump >4"	Metered Consumption	Rate per 1,000 gallons	
Tier 1	0 to 5,000 gallons	$	2.42
Tier 2	5,001 to 2,000,000	$	4.03
Tier 3	2,000,001+ gallons	$	5.71

SCHEDULE WNRES-1

NON-RESIDENTIAL – COLD SPRINGS, SPANISH SPRINGS, SPRING CREEK, AND PAHRUMP (continued)

DEFERRED WATER SERVICE ADJUSTMENT[1]

	Rate per 1,000 gallons
Cold Springs	$ (0.01)
Spanish Springs	$ (0.09)
Spring Creek	$ 0.08
Pahrump	$ (0.23)

[1] Rates approved in Docket No. 25-10015.

SYSTEM IMPROVEMENT RATE

	Rate per 1,000 gallons
Cold Springs	N/A
Spanish Springs	N/A
Spring Creek	$0.25
Pahrump	N/A

PAHRUMP TAX ADJUSTMENT CHARGE

The charges for service hereunder shall be subject to the tax adjustment rider of Utility's water tariff, when applicable.

PAHRUMP DEPOSIT FOR TEMPORARY SERVICE

Each Applicant for Temporary Service in the Pahrump Division for construction purposes or for other purposes of limited duration shall be required to deposit with the Utility a sum of money equal to the estimated bill for water service to be rendered, plus the estimated charge for installing and removing service facilities.

SCHEDULE WIRR-1

IRRIGATION SERVICE – COLD SPRINGS, SPANISH SPRINGS, SPRING CREEK, AND PAHRUMP

APPLICABILITY – TO ALL IRRIGATION CUSTOMERS

The charges set forth in this Schedule apply to all Customers who receive Irrigation service from the Utility.

RATES – IRRIGATION

The charge for water service shall consist of a monthly Base Rate (assessed on the size of the Customer's water meter) plus the sum of Volumetric Charges. Volumetric Charges include a Commodity Charge, Deferred Water Service Adjustment, and System Improvement Rate and are assessed based on consumption.

BASE RATE

Meter Size	Monthly Rate – Pahrump, Spring Creek, and Spanish Springs	Monthly Rate – Cold Springs
5/8"	$ 25.00	$ 22.00
3/4"	$ 25.00	$ 22.00
1"	$ 31.26	$ 31.26
1 ½"	$ 37.51	$ 37.51
2"	$ 71.28	$ 71.28
3"	$ 121.17	$ 121.17
4"	$ 145.40	$ 145.40
6"	$ 290.81	$ 290.81
8"	$ 448.85	$ 448.85
10"	$ 660.07	$ 660.07

COMMODITY CHARGE

Cold Springs ≤4"	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 3.53
Tier 2	5,001 to 100,000 gallons	$ 4.83
Tier 3	100,001+ gallons	$ 6.12

SCHEDULE WIRR-1
IRRIGATION SERVICE – COLD SPRINGS, SPANISH SPRINGS, SPRING CREEK, AND PAHRUMP (continued)

COMMODITY CHARGE (continued)

Cold Springs >4"	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 3.53
Tier 2	5,001 to 2,000,000 gallons	$ 4.83
Tier 3	2,000,001+ gallons	$ 6.12
Spanish Springs ≤4"	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 2.91
Tier 2	5,001 to 100,000 gallons	$ 3.99
Tier 3	100,001+ gallons	$ 5.05
Spanish Springs >4"	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 2.91
Tier 2	5,001 to 2,000,000 gallons	$ 3.99
Tier 3	2,000,001+ gallons	$ 5.05
Spring Creek ≤4"	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 4.98
Tier 2	5,001 to 100,000 gallons	$ 6.82
Tier 3	100,001+ gallons	$ 8.63
Spring Creek >4"	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 4.98
Tier 2	5,001 to 2,000,000 gallons	$ 6.82
Tier 3	2,000,001+ gallons	$ 8.63
Pahrump ≤4"	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 3.96
Tier 2	5,001 to 100,000 gallons	$ 5.42
Tier 3	100,001+ gallons	$ 6.87
Pahrump >4"	Metered Consumption	Rate per 1,000 gallons
Tier 1	0 to 5,000 gallons	$ 3.96
Tier 2	5,001 to 2,000,000 gallons	$ 5.42
Tier 3	2,000,001+ gallons	$ 6.87

SCHEDULE WIRR-1

IRRIGATION SERVICE – COLD SPRINGS, SPANISH SPRINGS, SPRING CREEK, AND PAHRUMP (continued)

DEFERRED WATER SERVICE ADJUSTMENT[1]

	Rate per 1,000 gallons
Cold Springs	$ (0.01)
Spanish Springs	$ (0.09)
Spring Creek	$ 0.08
Pahrump	$ (0.23)

[1] Rates approved in Docket No. 25-10015.

SYSTEM IMPROVEMENT RATE

	Rate per 1,000 gallons
Cold Springs	N/A
Spanish Springs	N/A
Spring Creek	$0.25
Pahrump	N/A

PAHRUMP TAX ADJUSTMENT CHARGE

The charges for service hereunder shall be subject to the tax adjustment rider of Utility's water tariff, when applicable.

SCHEDULE WITS(MF)-1

WATER IRRIGATION TRANSMISSION SERVICE – PAHRUMP

APPLICABILITY – TO ALL WATER IRRIGATION TRANSMISSION CUSTOMERS

The charges set forth in this Schedule apply to all Customers who receive Water Irrigation Transmission service from the Utility.

RATES – IRRIGATION TRANSMISSION SERVICE

The charge for water service shall consist of a monthly Base Rate (assessed on the size of the Customer's water meter) plus the sum of Volumetric Charges. Volumetric Charges include a Commodity Charge and System Improvement Rate and are assessed based on consumption.

BASE RATE

Meter Size	Monthly Rate
5/8"	$ 26.38
3/4"	$ 39.58
1"	$ 65.96
1 1/2"	$ 131.92
2"	$ 211.08
3"	$ 422.16
4"	$ 659.62
6"	$ 1319.22
8"	$ 1319.22
10"	$ 1319.22

COMMODITY CHARGE

Metered Consumption	Rate per 1,000 gallons
All consumption	$ 1.02

SYSTEM IMPROVEMENT RATE

Rate per 1,000 gallons
N/A

HOLD FOR FUTURE USE

HOLD FOR FUTURE USE

HOLD FOR FUTURE USE

HOLD FOR FUTURE USE

HOLD FOR FUTURE USE

SCHEDULE WSCONN-1
SERVICE CONNECTION CHARGES – COLD SPRINGS

A. NEW SERVICE INSTALLATION

1. Applicant shall be responsible for the costs for the following, which shall be performed by a contractor deemed to be qualified by the Utility in writing prior to the commencement of work.

   a. Furnish and install, the service pipes and meter box together with accessories, if such does not exist.

   b. Furnish, install and maintain the yard piping required for service.

   c. Provide and install all trench, backfilling, backfill materials and repaving.

B. METER INSTALLATION FEE

The Utility shall collect a meter installation fee which includes the cost of the meter, meter box and other accessories required by the Utility for the service connection and the Actual Cost of the meter (including shipping and tax) plus $100.00.

C. BACKFLOW PREVENTION DEVICE INSTALLATION FEE

The Utility shall collect a backflow prevention device installation fee from the Customer when Utility installs a backflow prevention device. The backflow prevention device installation fee shall be equal to the Utility's actual cost of installing a backflow prevention device.

HOLD FOR FUTURE USE

Tariff No. 1-W (Water)

SCHEDULE WSCONN-2
SERVICE CONNECTIONS CHARGES - PAHRUMP

SERVICE CONNECTION CHARGE

The charges to be made and collected by the Utility for new or modified service connections pursuant to Rule No. 15 shall be as set forth Table 1, below. The service connections charges do not include, and are imposed in addition to Water Main and Fire Hydrant Charges.

Table 1
GENERAL SERVICE

Service Connection Size	Connection Charge
Smaller than or equal to 1"	$2,510.00
1 ½" or 2"	$3,200.00
Larger than 2"	Actual Cost Plus $47.00

The Utility will furnish and install, and thereafter maintain, all equipment and materials for service and meter installations; ownership and title to all such equipment and materials shall remain in the Utility.

Any Customer for which a service connection is installed at a depth of five (5) feet or deeper must pay actual costs incurred by Utility in connection with meeting local, State or Federal shoring requirements.

Any Customer for which a service connection is installed greater than one hundred (100) linear feet must pay actual costs incurred by Utility in connection with meeting local, State or Federal shoring requirements.

FIRE HYDRANT CHARGES

Single Check Valve Installation at cost
Double Check Valve Installation at cost

The Utility shall determine when a double check valve installation is necessary.

SCHEDULE WSCONN-2
SERVICE CONNECTIONS CHARGES – PAHRUMP (Continued)

METER INSTALLATION FEE

The Utility shall collect a meter installation fee (includes cost of meter) when a Customer or a developer installs a meter box and requests that the Utility install a meter. The table below sets forth the applicable meter installation fees.

Service Connection Size	Connection Charge
Smaller than or equal to 1"	$218
1 ½" and 2"	$446
Larger than 2"	Actual cost plus $47.00

BACKFLOW PREVENTION DEVICE INSTALLATION FEE

The Utility shall collect a backflow prevention device installation fee from the Customer when Utility installs a backflow prevention device. The backflow prevention device installation fee shall be equal to the Utility's actual cost of installing a backflow prevention device.

SCHEDULE WSTOR-1
WATER STORAGE CAPACITY CHARGE - PAHRUMP

A. APPLICABILITY

A water storage capacity charge of ninety cents ($0.90) per gallon will be charged to customers for new or expanded water service. This is a one time charge on the property unless service is expanded.

B. WILL SERVE COMMITMENTS

A will serve commitment is hereby made a condition precedent to receiving new or expanded water service from the Utility. Applicants for service must provide Utility with sufficient plans to establish the water needs of the proposed development.

C. CALCULATION OF WATER STORAGE CAPACITY REQUIREMENTS

The water storage capacity required will be computed as follows:

SERVICE CLASSIFICATION	AVERAGE DAILY DEMAND
Residential	a. 1,000 gallons per day, or the current Rule No. 21
Commercial, Industrial & others	(1) Estimated water demand as furnished by the customer and verified by the Utility, and other governing agency, or (2) Current addition of the Uniform Plumbing Code, or (3) Existing water rights which have been transferred to the Utility

In cases where the Applicant's actual historic average daily water demand exceeds estimated usage, for the months of December, January, February, and March, an Applicant must provide the additional water tank storage capacity. This provision does not apply to residential use except where types of use changes.

SCHEDULE WSUPP-1
WATER SUPPLY CHARGE - PAHRUMP

A. APPLICABILITY

A water supply charge of sixty-five cents ($0.65) per gallon will be charged to Customers for new or expanded service. This is a one time charge on the property unless service is expanded.

B. CALCULATION OF WATER SUPPLY REQUIREMENTS

The water supply requirement will be calculated as follows:

SERVICE CLASSIFICATION	AVERAGE DAILY DEMAND
Residential	a. 1,000 gallons per day, or the dedication required by Rule No. 21 of this tariff
Commercial	1) Estimated water demand as furnished by the Customer and verified by the Utility, and other governing agency; or 2) Current addition of Uniform Plumbing Code 3) Existing water rights which have been transferred to the Utility.

The Utility may, in its reasonable discretion, determine the cost of the minimum storage facilities either (a) by using reasonable engineering judgment, taking into consideration the Utility's approved Master Plan and the actual cost of similar facilities, as appropriate, or (b) calculating such in the same manner as the Water Storage Capacity Charge under Schedules WSTOR-1 (Pahrump) and WSTOR-2 (Spring Creek).

An Applicant who pays for the cost of storage facilities under Rule No. 9 (D) (2) (b) shall not pay the Water Storage Capacity Charge under Schedules WSTOR-1 (Pahrump) and WSTOR-2 (Spring Creek).

SCHEDULE WSCONN-4
SERVICE CONNECTION CHARGES – SPANISH SPRINGS

A. NEW SERVICE INSTALLATION

1. Applicant shall be responsible for the costs for the following, which shall be performed by a contractor deemed to be qualified by the Utility in writing prior to the commencement of work.
   a. Furnish and install, the service pipes and meter box together with accessories, if such does not exist.
   b. Furnish, install and maintain the yard piping required for service.
   c. Provide and install all trench, backfilling, backfill materials and repaving.

B. METER INSTALLATION FEE

The Utility shall collect a meter installation fee which includes the cost of the meter, meter box and other accessories required by the Utility for the service connection and the Actual cost of the meter (including shipping and tax) plus $100.00.

C. BACKFLOW PREVENTION DEVICE INSTALLATION FEE

The Utility shall collect a backflow prevention device installation fee from the Customer when Utility installs a backflow prevention device. The backflow prevention device installation fee shall be equal to the Utility's actual cost of installing a backflow prevention device.

HOLD FOR FUTURE USE

HOLD FOR FUTURE USE

SCHEDULE WSCONN-3
SERVICE CONNECTION CHARGES – SPRING CREEK

A. SERVICE CONNECTION CHARGE

The charges for new or modified connections pursuant to Rule No. 15 shall be set forth in Table 1 below.

TABLE 1 – SERVICE CONNECTION CHARGES

DESCRIPTION	SERVICE CONNECTION CHARGE
For 3/4" service with non-road crossing	$1,515.00
For 3/4" service with road crossing	$2,860.00
For 1" service with non-road crossing	$1,691.00
For 1" service with road crossing	$2,907.00
Larger than 1"	Actual cost plus $50.30

1. Any Customer for which a service connection is installed at a depth of 5 feet or deeper must pay actual costs incurred by the Utility in connection with meeting local, State and Federal shoring requirements, plus $50.30.

2. Any Customer for which a service connection is installed greater than 100 linear feet must pay actual costs incurred by Utility in connection with meeting local, State and Federal requirements, plus $50.30.

B. METER INSTALLATION FEE

The Utility shall collect a meter installation fee which includes the cost of the meter when a Customer or a developer installs a meter box and the Utility installs a meter. Table 2, below, sets forth the applicable meter installation fees.

TABLE 2 – METER INSTALLATION

METER SIZE	BASE RATE
3/4"	$93.75
1"	$137.62
Larger than 1"	Actual cost plus $41.30

Tariff No. 1-W (Water)

SCHEDULE WSTOR-2
WATER STORAGE CAPACITY CHARGE – SPRING CREEK

A. APPLICABILITY

A Water Storage Capacity charge of $0.98 per gallon will be charged to customers for new or expanded water service. This is a one-time charge on the property unless service is expanded.

B. CALCULATION

The water storage capacity required will be computed as follows:

SERVICE CLASSIFICATION	AVERAGE DAILY DEMAND
Residential Single Family	1,000 per day or current Rule No. 21
Residential Duplex	500 gallons per day or current Rule No. 21
Other Residential	250 gallons per day or current Rule No. 21
Commercial	1) Estimated average daily water demand provided by Applicant and verified by Utility. An Engineer may be required to provide estimate with wet stamp, or 2) Current Addition of the Uniform Plumbing Code Fixture Calculation

Tariff No. 1-W (Water)

SCHEDULE WSUPP-2
WATER SUPPLY CHARGE – SPRING CREEK

A. APPLICABILITY

A Water Supply Charge of $0.65 per gallon will be charged to customers for new or expanded water service. This is a one-time charge on the property unless service is expanded.

B. CALCULATION

The water supply required will be computed as follows:

SERVICE CLASSIFICATION	AVERAGE DAILY DEMAND
Residential Single Family	1,000 gallons per day or current Rule No. 21
Residential Duplex	500 gallons per day or current Rule No. 21
Other Residential	250 gallons per day or current Rule No. 21
Commercial	3) Estimated average daily water demand provided by Applicant and verified by Utility. An Engineer may be required to provide estimate with wet stamp, or 4) Fixture Count Calculation in current Rule No. 21

EXHIBIT 2

PROPOSED SEWER TARIFF SHEETS

NEVADA WATER SERVICE, LLC

TARIFF NO. 1-S

TARIFF SCHEDULES

Applicable to

SEWER SERVICE

Applying to the following:

Pahrump, NV – Nye County

Spring Creek, NV – Elko County

Mailing Address

1240 E. State St., Ste. 115
Pahrump, NV 89048

These tariff rules and schedules have been regularly filed with the
PUBLIC UTILITIES COMMISSION OF NEVADA
and are the effective rates and rules of this Utility.

RULES AND REGULATIONS

The following rules and regulations applying to sewer service supplied by Nevada Water Service, LLC to its Customers have been approved by the Public Utilities Commission of Nevada. Under the law of the State of Nevada, the Company is not permitted to supply service to any Customer who does not comply with all of these regulations and no officer, inspector, solicitor, agent or employee of the Company has any authority to waive, alter, or amend in any respect, these rules and regulations or any part thereof.

Tariff No. 1-S (Sewer)

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Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

PRELIMINARY STATEMENT
EXPLANATION OF SYMBOLS

(N) – To signify new material including listing, rate, rule or regulation.

(C) – To signify changes listing, rule or regulation which may affect rates or charges.

(T) - To signify change in wording or a typo of text but no change in rate, rule or regulation.

(D) – To signify discontinued material, including listing, rate, rule or regulation.

(I) – To signify increase to a rate.

(R) – To signify reduction to a rate.

(L) – To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or regulation.

RULE NO. 1
DEFINITIONS

When used in these Rules and Regulations and Tariff Schedules, the following terms shall have the meanings defined below:

APPLICANT:	The Person, firm, association, corporation or governmental agency applying for sewer service. Applicant must also receive water service from the Utility, unless the developed premise receives sewer only service as of May 22, 2014 or changes the class of services.
APPLICATION:	The process of applying for service which is required by all Customers to receive service.
AVERAGE MONTH:	Thirty (30) days.
BILLING PERIOD:	An average month except for special services.
BUSINESS HOURS:	Monday through Friday, excluding federal and state holidays, from 7:30 am to 4:00 pm.
COMMISSION:	Public Utilities Commission of Nevada.
COMPANY:	NEVADA WATER SERVICE, LLC (NWS) acting through its duly authorized officers or employees within the scope of their respective duties. See Utility. T

RULE NO. 1
DEFINITIONS (Continued)

CONDOMINIUMS, TOWNHOUSES AND APARTMENTS:
Residences constructed for multiple-residential use in the same building or buildings. Units may be individually or collectively owned. Sewer use for the residential units is separated from the water use required for other activities in the condominium/townhouse complex such as landscaping, common facilities, and other uses associated with the condominium/townhouse complex. Each unit will be separately metered.

CONNECTION CHARGE: A "Connection Charge" is for all services provided by Utility in establishing a new service connection.

CORRECTIONAL FACILITY, LARGE-SCALE (PAHRUMP):
Any local detention facility, county jail, state prison, reformatory or other correctional center, including without limitation any facility for the detention of juvenile offenders, operated by or under the supervision of the federal government, the State or a subdivision of the State for the custody, care or training of persons convicted of a crime or accused of a crime with a capacity of 1,000 persons or more.

CUSTOMER: The Person in whose name service is rendered as evidenced by the signature on the application or contract for that service, or in the absence of a signed instrument, by the receipt and payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

RULE NO. 1
DEFINITIONS (Continued)

DATE OF PRESENTATION:	The date upon which a bill or notice is mailed or postmarked or delivered to the Customer by the Utility.
DAY:	A calendar day.
DIVISIONS OF NWS:	Pahrump (formerly Utilities, Inc. of Central Nevada) Spring Creek (formerly Spring Creek Utilities Co.)
DUPLEX:	A building constructed for residential occupancy for two separate families, with no commercial activity on the premises, on the same lot. Each unit shall be separately billed and pay the rates for Residential Customers. Connection and capacity fees must be paid for each unit.
ELDERLY:	Any residential sewer consumer, age sixty-two (62) years or older, as defined by NAC 704.3065, who resides at the service address.
EXPANDED SERVICE:	Service representing an increase in volume or capacity of service provided at locations previously served by Utility. Customers or Applicants changing type of service, expanding the physical premises and/or changing fixtures shall apply for expanded service with the Utility.
ESPECIALLY DANGEROUS TO HEALTH:	As defined by NAC 704.3916, likely to cause serious impairment to the health of a person who appears to be unable to manage his own resources, carry out activities of daily living or protect himself from neglect or hazardous situations without assistance from others. That inability may be indicated, among other ways, by feebleness, advanced aged, physical disability or handicap, mental incapacity, infirmity or serious illness.

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RULE NO. 1
DEFINITIONS (Continued)

ESTABLISHMENT OF SERVICE FEE:	An "Establishment of Service Fee" is for all services provided by Utility in establishing a new customer to an existing account.
FIXTURE:	Receptacles, devices, instrumentalities and apparatus intended to receive water, liquids, sewage or waste and discharge same in a drain pipe or special waste pipe which is connected for conveyance to and disposal in the Utility wastewater system.
FIXTURE UNIT:	An arbitrary unit assigned to different types of plumbing fixtures and used to estimate flow rate requirements and/or estimated consumption.
FLAT RATE SERVICE:	Charge for unmetered sewer service.
GALLON:	A unit used in liquid measure which occupies two hundred thirty-one (231) cubic inches.
GUARANTOR:	As defined by NAC 704.309, means a person who assumes liability for the payment of the bill of a Customer in an amount not to exceed the appropriate amount of the deposit for the account of the Customer.
HANDICAPPED PERSON:	Any person who has physical or mental disability as described in NRS 615.110 or a substantial handicap to employment as defined in NRS 615.130.
HOUSE PIPING:	All piping and fittings installed within the house or building up to and including the last fitting inside or outside the wall.
INQUIRER:	Any person who submits to the Utility an inquiry regarding the availability of sewer service.

RULE NO. 1
DEFINITIONS (Continued)

INTENT TO SERVE: A letter from Utility which states that service will be provided to Applicant upon Applicant's satisfaction of the conditions and payment of all fees consistent with this Tariff. This letter may be referred to as a "Will Serve Commitment."

LAW: A rule or rules established and enforced by Federal, State, County, or Municipal authorities.

LINE EXTENSION FACILITIES:
"Line Extension Facilities" are facilities constructed by Utility or a Developer pursuant to Rule No. 9.

LINE EXTENSION OR MODIFICATION:
The construction and installation of new, or modification of existing, production, storage, transmission or distribution facilities to provide Expanded or New Service to an Applicant.

LINE EXTENSION OR MODIFICATION, COMMERCIAL, INDUSTRIAL AND LARGE-RESIDENTIAL:
A "Commercial, Industrial and Large-Residential Service Extension or Modifications" is any extension of, or modification to, the Utility's sewer system made for the purpose of providing service to any commercial, industrial, or residential facility other than a single quadplex, triplex, duplex or single family residence.

LINE EXTENSION OR MODIFICATION, SMALL-RESIDENTIAL:
A "Small-Residential Service Extension or Modification" is any extension of, or modification to, the Utility's sewer system made for the purpose of providing service to a single quadplex, triplex, duplex or single family residence.

RULE NO. 1
DEFINITIONS (Continued)

MOBILE HOME ESTATE LOT:
An independent parcel zoned for occupancy by a mobile home. Residential use only, with no commercial activity which impacts sewer use being conducted from the residence.

MOBILE HOME PARK LOT:
An individual mobile home lot or space within a properly zoned mobile home park. Each mobile home park lot shall be separately billed and shall pay the rates for Residential Customers.

MODULAR HOUSING – ADULT COMMUNITY:
A Modular Housing – Adult Community is planned unit development (a) consisting of individually owned lots on which manufactured homes (as that term is defined by NRS 118B.015) or modular houses are located (b) that is an age restricted development operated for occupancy in compliance with the housing for older persons exemption under the federal Fair Housing Act. No residential lot within the Modular Housing – Adult Community shall exceed 4,000 square feet and the average size of all residential lots shall not exceed three thousand 3,000 square feet.

MODULAR HOUSING – ADULT COMMUNITY LOT:
An individual residential lot within a Modular Housing – Adult Community.

RULE NO. 1
DEFINITIONS (Continued)

MULTI-FAMILY HOUSING:
Multi-Family building(s) under a single ownership.

NEW SERVICE: Service provided at a location not previously served.

OTHER OUTSIDE USES: Uses associated with any residential development other than Single-Family Residence, mobile home estate or duplex units which are not in the residence itself. This would include common area improvements, swimming pools and other facilities as a part of Multi-Family Residence or mobile home park complexes.

PERMANENT SERVICE: Service which, in the opinion of the Utility, is of a permanent and established character. The use of sewer service may be continuous, intermittent or seasonal in nature.

PERSON: Any individual, partnership, corporation, governmental agency, or other organization operating as a single business entity.

PREMISES: All of the real property employed in a single, integrated activity operating under one name in one or more buildings or locations, provided that such buildings and/or locations are situated on a single unit of property.

PRIVATE SEWER FACILITY:
Any private cesspool, privy, septic tank, sewage disposal system, sump pump or other sewer disposal equipment not operated by Utility.

PUBLIC UTILITIES COMMISSION:
The Public Utilities Commission of Nevada.

RULE NO. 1
DEFINITIONS (Continued)

QUALIFIED CONTRACTOR:

A "Qualified Contractor" is one who meets the Utility's requirements. Utility shall maintain a list of all Qualified Contractors and make such list available to all Customers, Applicants and prospective applicants.

RE-APPORTIONMENT PAYMENT:

A "Re-apportionment Payment" is a payment made by the Utility to a Customer who made a Line Extension Payment as provided for in Rule No. 9.

RV PARK:

A Recreational Vehicle Park must be properly approved as a Recreational Vehicle Park. RV Park lots will be considered a commercial use. A recreational vehicle on any other parcel for temporary or permanent residential use will be evaluated on the basis of the type of lot on which it is placed.

SERVICE CLASSIFICATION:

1. Commercial Service to Customers engaged in selling, warehousing or distributing a commodity, in some business activity, or in a profession or in some form of economic or social activity (offices, stores, clubs, hotels, RV parks, restaurants, etc.) and for purposes that do not come directly under another Service Classification.

2. Industrial Service to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, mills, machine shops, etc.; i.e. extracting, fabricating or processing activities.)

RULE NO. 1
DEFINITIONS (Continued)

SERVICE CLASSIFICATION (Continued):

3. Residential Service to a residential Customer which includes single family residences, single family modular homes, duplexes, condos, townhouses and multifamily which are separately metered and no more than a total of four units per lot.

a. For any commercial and residential use on the same premise where the commercial use as estimated is less than fifty percent (50%) of the total.

SERVICE CONNECTION: The lateral pipe from the point of connection to the Utility's sewer main to the property line of the Customer's property or to the limit of the easement if such main is in an easement.

SERVICE PIPE: The connection between Utility's mains and the service connection, including all of the pipe, fittings, valves necessary to make the connection.

SINGLE FAMILY RESIDENCE:
Shall mean any number of individuals living together as a single housekeeping unit family residence; a building used exclusively by one family.

SPECIAL CUSTOMER LINES:
Lines and facilities installed, owned and maintained by the Customer to connect to Utility's existing main.

STANDARDS: "Standards" are the design, construction and installation standards and specifications adopted and maintained by Utility for the design, construction and installation of wastewater collection, treatment and disposal.

SYSTEM IMPROVEMENT RATE:
Flat monthly charge associated with an approved eligible capital investment project assessed pursuant to NRS 704.663(3). The rate is subject to review and change on a yearly basis in accordance with the calculation approved by the Commission.

RULE NO. 1
DEFINITIONS (Continued)

TARIFF SCHEDULES: The entire body of effective rates, charges and rules collectively of the Utility, as set forth herein.

TARIFF SHEET: An individual sheet of the tariff schedules.

TAX-GROSS-UP PAYMENT:
A "Tax-Gross-Up Payment" is payment within the meaning of NAC 704.6512 and calculated pursuant to NAC 704.6532.

TEMPORARY SERVICE: Service to premises, enterprises, or activities which are temporary in character, and where it is known in advance that the service will be of limited duration.

THIRD PARTY: 1. Any Person who is willing to accept notification of the pending discontinuance of service of a residential customer and be given the opportunity to arrange to pay the Customer's bill,

Or

2. Any Person paid by the Utility to the benefit of a singular Customer, Applicant or prospective applicant, including but not limited to, third party payment processing, third party water rights research, third party engineering, third party legal fees, third party contractor, third party inspection. All such Third Party fees will be the responsibility of the Customer, Applicant or prospective applicant to directly benefit from these third party services.

TURN ON / TURN OFF FEE:
This is the fee to turn water service on or off regardless whether voluntarily or involuntarily. This fee is included in the "Establishment of Service Fee" when service is being established. Only Utility or Utility's designee may turn on / turn off water service.

UTILITY: Corporate name, NEVADA WATER SERVICE, LLC T

WILL SERVE COMMITMENT: See "Intent to Serve."

YARD PIPING: All piping between the house piping and the service connection.

RULE NO. 2
DESCRIPTION OF SERVICE

A. CAPACITY

The Utility will supply sewer service at Customer's service connection line dependably and safely in adequate capacities to meet the reasonable needs and requirements of Customer.

B. QUALITY

The Utility will provide sewer service that meets the standards of the United States Public Health Service as determined by the Nevada State agency with jurisdiction over such matters.

RULE NO. 3
APPLICATION FOR SERVICE

A. APPLICATION FOR SERVICE

1. Contents

Each Applicant for service will be required to make application verbally or in writing, in accordance with the forms prescribed by the Utility. The utility application will set forth:

a. Date and place of application.
b. Location of premises to be served.
c. Size and location of desired service.
d. Date Applicant will be ready for service.
e. Purposes for which service is to be used.
f. Address to which bills are to be mailed or delivered.
g. Evidence to establish Applicant is owner or tenant of, or agent for, the premises.
h. Rate Schedule or schedules applicable to the service requested by the Applicant.
i. Such information as the Utility may reasonably require.
j. The application or the depositing of any sum of money by the Applicant shall not require Utility to render service until the expiration of such time reasonably required by Utility to determine if Applicant has complied with the provision of these Rules and Regulations or the time reasonably required by Utility to install the required service facilities.
k. Provide proof of identity in the form of a government issued picture identification.
l. If Applicant is making application for a new development, the Applicant must provide a completed developer agreement worksheet in the form requested by Utility.

RULE NO. 3
APPLICATION FOR SERVICE (Continued)

A. APPLICATION FOR SERVICE (Continued)

2. Purpose

The application is merely a request for service and does not bind the Applicant to take service for a period of time longer than that upon which the flat rate charge, minimum charge, or readiness to serve charge of the applicable rate schedule is based; neither does it bind the Utility to serve except under these Rules and Regulations set forth in this Tariff.

B. INDIVIDUAL LIABILITY FOR JOINT SERVICE

Two or more parties who join in one application or service shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.

C. CHANGE IN CUSTOMER'S EQUIPMENT OR OPERATIONS

A Customer making any material changes in the size, character or extent of the equipment or operations for which the Utility's service is utilized, shall immediately file with the Utility a new Application for additional service.

D. SPECIAL CASES

Utility will require a written contract with appropriate guarantees from Applicants whose unusual characteristics of load would require excessive investment in facilities or whose requirements for service are of a special nature.

E. CONDITIONS FOR REFUSAL

Applications for service through existing or new service connections may be rejected if:

a. The applicant has additional account(s) with Utility and any are delinquent.

The purpose of the applicant, in the opinion of Utility, is to circumvent discontinuance of service in another name because of nonpayment of bills or other infractions of these rules.

RULE NO. 4
NOTICES

A. NOTICE TO CUSTOMERS

1. In Writing

   Notice to a Customer will normally be in writing and will be delivered or mailed to the Customer's last known address.

2. Exception

   In emergencies, or when circumstances warrant, the Utility, where feasible, will endeavor to promptly notify the Customer affected and may make such notification orally, either in person or by telephone.

B. NOTICE FROM CUSTOMERS

A Customer will give notice in writing to the Utility at its commercial office.

RULE NO. 5
RENDERING AND PAYMENT OF BILLS

A. RENDERING OF BILLS

Bills for service will be rendered to each Customer on a monthly basis, unless otherwise approved by the Commission.

1. Flat Rate Service

   a. Bills for flat rate service are payable in advance.

   b. The opening bill for flat rate service will be the established monthly charge for the service, and in addition, a connection charge, or reinstallation charge, whichever is applicable.

2. Proration of Bills

   a. The monthly charges applicable to opening periods, closing bills and bills rendered for periods corresponding to less than twenty-seven (27) days or more than thirty-three (33) days shall be computed as follows:

      i. Flat Rate Service
      The billing period charge will be prorated on the basis of the ratio of the number of days in the period to the number of days in an average billing period.

      ii. Average Billing Period
      The number of days in an average monthly billing period is defined as thirty (30) days.

RULE NO. 5
RENDERING AND PAYMENT OF BILLS (Continued)

B. PAYMENT OF BILLS

Bills for service are due and payable as indicated by the due date on the bill and payment will be made to any representative of Utility authorized to make collections. Payment of closing bills shall be made at the time of presentation. Bills not paid within twenty (20) calendar days from the due date will be considered a late payment. A late fee pursuant to Rule No. 22 will be assessed five (5) days after the due date. Service may be terminated pursuant to Rule No. 6 of this Tariff.

C. ADJUSTMENT OF BILLS FOR ERRORS

1. When it is found that an error or omission exists in billing and the date of such error or omission can be reliably established, billing adjustments shall be made according to the following:

   a. Refunds for overpayment shall be computed back to but not beyond the established date on which the error or omission commenced.

   b. Payments for undercharge shall be computed back to but not beyond the established date, provided, however, that in no case where the error or omission is due to the fault of the Utility, shall a bill for undercharge be rendered for a period exceeding three (3) billing cycles.

   c. Calculation of Billing Adjustment shall be based upon (a) Customer's prior use; (b) Customer's subsequent use correctly metered; (c) Utility's experience with other Customers of the same class; and/or, (d) the general characteristics of customer's operations.

2. Indeterminate Billing Period

   When it is found that an error or omission exists in billing and the date on which the error or omission occurred cannot be readily established, the Customer shall receive a refund for the overcharge or shall pay Utility for the undercharge there from for a period not to exceed the preceding three (3) billing cycles.

RULE NO. 5
RENDERING AND PAYMENT OF BILLS (Continued)

C. ADJUSTMENT OF BILLS FOR ERRORS (Continued)

3. Unauthorized Service
When it is found that an error or omission exists in billing and such error or omission is due to unmetered or unauthorized use of the utility service resulting from actions by other than an authorized Utility employee, billings for undercharge shall be computed back to the date on which the unauthorized use commenced. In addition, fees, charges and/or penalties may be assessed pursuant to Rule No. 15 G.

D. THIRD PARTY BILL PROCESSING FEES

The Company outsources some processing services to third parties for which the cost is the responsibility of the entity using the service. Listed in this Rule No. 22 (G) are the most common third party fees. T

1. Payment Processing Fees

Convenience fee charges under First Billing Services – Effective April 21, 2014

Residential Accounts:

Credit/Debit, E-check	$0.01 - $75.00	$1.99
Credit/Debit, E-check	$75.01 - $5,000	$2.25

Non-Residential Accounts:

Credit/Debit	$0.01 - $5,000	2.45%
E-check	$0.01 - $5,000	$2.25

Auto Recurring Payments:

Credit/Debit	$0.01 - $5,000	$0.99
E-check *	$0.01 - $5,000	$0.99

* Customer can choose the draft date.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE

A. TURN ON / TURN OFF GENERAL INFORMATION

1. Turn On / Turn Off Fee

   Where service has been discontinued for any reason other than a problem with Utility owned facilities, Utility will charge the Turn On / Turn Off Fee(s) pursuant to Rule No. 22. If an emergency exists caused by the damage to or a problem with service lines or pipes on the Customer's property, the Utility reserves the right to waive the charge set forth in this Paragraph. If a sewer only customer, the actual cost to install an elder valve where one does not exist will be borne by the Customer.

2. To Be Made at Other Than Regular Working Hours

   Utility will endeavor to make reconnections during Business hours on the day of the request if conditions permit, otherwise reconnections will be made during Business Hours on the next regular working day following the day the request is made.

3. To Be Made at Other Than Regular Working Hours

   When a Customer has requested that the reconnection be made at other than Business Hours, the Utility will reasonably endeavor to so make the reconnection if practicable under the circumstances but will be under no obligation to do so, unless an emergency exists.

B. CUSTOMER'S REQUEST FOR DISCONTINUANCE OF SERVICE

1. With Notice

   A Customer requesting service to be discontinued shall give notice not less than five (5) days prior to thereof to the Utility. Charges for service will be required to be paid until the requested date of discontinuance or such later date as will provide not less than the required five (5) days advance notice.

2. Without Notice

   When such notice is not given, the Customer will be required to pay for service until five (5) days after the Utility has knowledge that the Customer has vacated the premises or otherwise has discontinued sewer service.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

B. CUSTOMER'S REQUEST FOR DISCONTINUANCE OF SERVICE (Continued)

3. Costs

The Utility is entitled to recover from Customer the actual costs incurred by the Utility in discontinuing service.

C. DISCONTINUANCE OF SERVICE BY UTILITY

1. For Nonpayment of Bills

A Customer's service will be discontinued for nonpayment of delinquent bills. (See Rule No. 6.D. Notice provisions)

2. For Noncompliance with Rules

The Utility will discontinue service to any Customer for violation of these rules after it has given the Customer at least ten (10) days written notice of such intention. Any violation the Utility reasonably concludes threatens to endanger inhabitants' health, comfort, life and welfare in the Utility's service area, service will be discontinued or curtailed immediately without notice.

3. Run-off Water

Any water originating on Customer's property and flowing across Customer's property, other than domestic waste, will not be accepted by the sewer system. The Utility will discontinue the service if the run-off is not remedied within five (5) days after Utility has given the Customer written notice to such effect.

4. For Unsafe Apparatus or Where Service is Detrimental or Damaging to the Utility or its Customers

If any unsafe or hazardous condition is found to exist on the Customer's premises, or if the use of sewer or water thereon by apparatus, appliances, equipment or otherwise is found to be detrimental or damaging to the Utility or it's Customers, the service will be shut off without notice. The Utility will notify the Customer immediately of the reasons for the discontinuance and the corrective action to be taken by the Customer before service can be restored.

RULE NO. 6
DISONTINANCE AND RESTORATION OF SERVICE (Continued)

C. DISCONTINUANCE OF SERVICE BY UTILITY (Continued)

5. For Fraudulent Use of Service

When the Utility has discovered that a Customer has obtained service by fraudulent means, or has diverted the sewer service for unauthorized use, the service to that Customer will be discontinued without notice. The Utility will not restore service to such Customer until that Customer has complied with all filed rules and reasonable requirements of the Utility and the Utility has been reimbursed for the full amount of the service rendered and the actual cost to the Utility incurred by reason of the fraudulent use.

6. Method of Discontinuance

If a customer is furnished water and sewer service by the Utility, discontinuance and restoration of sewer service are accomplished by discontinuance and restoration of water service. If furnished sewer only, the discontinuance of sewer service for non-payment shall be caused by an elder valve installed at the customer's expense at Utility's actual costs. The Utility shall notify the State of Nevada Department of Health and Human Services and Nye County (for Pahrump) and Elko County (for Spring Creek) when the Utility will use an elder valve to discontinue service to a sewer-only customer.

D. NOTICE

1. Where notice is required, the Utility shall provide to the Customer written notice of its intended action at least (10) calendar days before the date of discontinuance is to occur.

   a. If the Utility receives no corrective action response to its initial notice of proposed discontinuance, Utility shall provide a second notice at least forty-eight (48) hours before the date discontinuance is to occur.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

D. NOTICE (Continued)

2. The initial notice of proposed discontinuance shall be personally served or shall be mailed by first class mail to the last known address of the Customer. Service of notice shall be deemed complete as of the date of mailing or personal delivery. The second notice may be communicated to the Customer in person, or may be communicated by telephone to a person who is eighteen (18) years of age or older and is a resident at the address where service is being provided, or may be posted on the door of such residence.

3. The initial and any second notice of an intended termination of service must contain the following information in plain language, with the information listed in paragraphs (i) and (j) presented in a larger type size than the balance of the notice:

   a. An identification of the account affected by the intended termination;

   b. The date on which the intended termination will occur;

   c. The address of the location where service will be terminated;

   d. The reason for the intended termination, if the intended termination is for nonpayment, a statement designating the bill as one for actual or estimated use and specifying the total amount owed, the period over which that amount was incurred, and the minimum payment required to avoid termination;

   e. The procedures which are available to dispute or appeal from the intended termination, specifying the address and telephone number of the utility's or landlord's office which is responsible for handling complaints or inquiries;

   f. A statement that the Utility will promptly investigate any complaint or dispute and give the customer its written decision on the matter;

   g. A statement advising the customer of the procedures available to dispute or appeal the discontinuance notice and specifying the office address and telephone number of the Utility or representatives responsible for handling complaints or inquiries;

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

D. NOTICE (Continued)

3. (Continued)

h. A statement that the Utility will promptly investigate any complaint or dispute and render its decision to the Customer; in writing, if requested;

i. A statement that if the Customer wishes to dispute the facts or interpretation of the rule(s) relied upon by the Utility to discontinue service, the Customer must communicate with the Consumer Division of the Commission;

j. A statement explaining that service will not be discontinued prior to resolution of the dispute, if the Customer pays the questioned portion of the bill at the time the dispute arises and pays all subsequent bills;

k. An explanation of payment arrangements, if any, the Utility may offer to its Customers having difficulty in paying their bills;

l. An explanation of the Utility's fee schedule and procedures for reconnecting service.

4. Notification of Third Persons

Utility shall, upon the written request of a residential Customer, make reasonable efforts to notify a third party designated by such Customer of the proposed discontinuance by forwarding a duplicate discontinuance notice to the third party address provided to the Utility. The third person need not pay the bill. The Utility shall incur no liability for failure to provide such third party notice and may discontinue service without regard to the third party notice.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

D. NOTICE (Continued)

5. Multi-Residential Complex

If the Utility has reason for termination of service and intends to terminate service to a mobile home park or multi-unit residential complex, the Utility shall use its best efforts to notify the occupants of each family dwelling unit located within the park or complex of the Utility's intended action. The Utility shall use its best efforts to notify the occupants by posting on the door of each such unit a written notice which states:

a. The reason for the termination of service;

b. The deadline for making any delinquent payments or for taking any corrective action that is necessary to avoid the termination of service;

c. The date scheduled for the termination of service in the event that any delinquent payments are not made or corrective action is not taken;

The Utility shall provide the notice to the occupants of a multi-unit residential complex at the same time the Utility provides notice to the Customer of record for the complex.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

E. REFUSAL TO SERVE

1. Conditions for Refusal

The Utility will refuse to serve an Applicant for service under the following conditions:

a. If the Applicant fails to comply with any of the rules as filed with the Public Utilities Commission of Nevada;

b. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing Customers;

c. If, in the judgment of the Utility, the Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or such nature that satisfactory service cannot be rendered;

d. Where service has been discontinued for fraudulent use, the Utility will not serve an Applicant until it has determined that all conditions of fraudulent use or practice have been corrected;

2. Notification to Customers

When an Applicant is refused service under the provisions of this rule, the Utility will notify the Applicant promptly of the reason for the refusal to serve and of the right of Applicant to appeal the Utility's decision to the Public Utilities Commission of Nevada.

RULE NO. 6
DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

F. EXTENDED VOLUNTARY DISCONTINUANCE OF SERVICE

A customer that requests the restoration of service within 9 months of requesting the discontinuance of service at the same premise shall pay to the Utility prior to the restoration of service an amount equal to the monthly service charge for the class and type of service to the premise for each of the months service was discontinued.

RULE NO. 7
INFORMATION AVAILABLE TO THE PUBLIC

A. GENERAL INFORMATION

The Utility will maintain, open for public inspection at its commercial office, pertinent information regarding the services rendered, including the following:

1. Rates and Rules

   A copy of the tariff schedules consisting of rates, general rules of the Utility, service area maps and forms of contracts and applications applicable to the territory served from that office.

2. FOG Control Plan

   A copy of the approved Fats, Oils and Grease (FOG) Control Plan.

B. TARIFF RATES

The Utility will provide information to every Applicant regarding the tariff rate applicable to the Applicant.

C. NEW OR REVISED RATES

Should new or revised rates be established according to law, the Utility will duly notify all Customers affected, as provided for in Rule No. 4 of these tariffs.

RULE NO. 8
CONTINUITY OF SERVICE

A. EMERGENCY INTERRUPTIONS

1. The Utility will make all reasonable efforts to prevent interruptions to service and when such interruptions occur will endeavor to reestablish service with the shortest possible delay consistent with the safety to its Customers and the general public.

2. The Utility will not be liable for interruption or shortage or insufficiency of sewer service or any loss or damage of any kind or character occasioned thereby, if same is caused by Act of God, fire, strike, riot, war, accident, breakdown, action by governmental body or any other cause beyond the control of the Utility.

3. Under disaster conditions the Utility will cooperate to the fullest extent with the governmental agency having authority in the area.

B. SCHEDULED INTERRUPTIONS

1. Whenever the Utility finds it necessary to schedule an interruption to its service, it will, where feasible, notify all Customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will provide least inconvenience to the Customers consistent with reasonable Utility operations.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP

A. APPLICABILITY

The terms and conditions of this Rule No. 9 apply throughout Utility's service area as defined by Rule No. 17.

The Utility shall extend or modify its wastewater system to accommodate requests for Expanded Service or New Service under Rule No. 9. Except as specifically provided in this Rule No. 9, Applicant shall be responsible for all costs of extending or modifying the Utility's sewer system, including, without limitation, the cost associated with (a) construction and installation of collection, treatment and discharge facilities (b) designing, engineering and surveying associated with the facilities, (c) Utility Inspection Charges, and (d) permitting, inspection and associated fees and charges. Applicant shall be responsible for the installation of the House Piping and the Yard Line; provided, however, the Utility may, at its request, approve or deny Yard Line design. The Utility shall provide Service Connections under Rule No. 15 or Rule No. 16, as the case may be.

B. GENERAL TERMS AND CONDITIONS

The general terms and conditions set forth in Section B of Rule No. 9 apply to all Line Extensions or Modifications, including, without limitation, Small Residential Service Extensions or Modifications and Commercial, Industrial and Large Residential Service Extensions or Modifications.

1. Authorization to Proceed. Section C (1) and Section D (1) of this Rule No. 9 describe the service inquiry process, which occurs before an Inquirer receives a non-binding estimate of the cost of a Line Extension or Modification. Within 45 calendar days after receiving a non-binding estimate from the Utility, Inquirer may authorize the Utility to proceed with a Line Extension or Modification by depositing with the Utility the amount of the estimated cost of designing and engineering the Line Extension or Modification and, if necessary, an additional amount for the estimated cost of surveying.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

2. Design, Engineering and Surveying. Within a reasonable period after the Utility receives authorization to proceed pursuant to Section B (1) of Rule No. 9, the Utility shall, if necessary, cause an appropriate survey to be completed and design and engineer the Line Extension or Modification, or cause the Line Extension or Modification to be designed and engineered.

3. Bid from Qualified Contractor. Within a reasonable period after the Utility designs and engineers the Line Extension or Modification, or causes such Line Extension or Modification to be designed and engineered, the Utility shall obtain a bid for the installation and construction of the Line Extension or Modification from a Qualified Contractor. If the non-binding estimate delivered by the Utility pursuant to Section C (1) or Section D (1) of the Rule exceed Twenty-Five Thousand ($25,000), the Utility shall request bids from at least two Qualified Contractors.

   a. Within five (5) business days after the Utility receives a bid or bids, as the case may be, for the Line Extension or Modification, the Utility shall provide the bid or the bids to the Inquirer.

   b. Within ten (10) business days after the Inquirer receives the bid or the bids for the Line Extension or Modification, the Inquirer may authorize the Utility to proceed with the Line Extension or Modification by making an Application for service under Rule No. 3. Failure to make an Application for service under Rule No. 3 within ten (10) business days after the date on which the Inquirer receives the bid or bids, or within thirty (30) calendar days after the date of the bid or bids, whichever is sooner, renders the bid or bids void.

   c. Contemporaneously with making an Application for service under Rule No. 3, the Applicant shall make the Line Extension Payment to the Utility. The Utility and the Applicant shall enter a Line Extension Agreement containing terms and conditions established by Rule No. 9 and any necessary, additional terms that are consistent with the terms and conditions established by Rule No. 9.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

d. If an Inquirer does not make an Application for service under Rule No. 3 within the time prescribed by Rule No. 9 (B) (3) (b), the Utility shall promptly refund to the Inquirer the amount deposited with the Utility pursuant to Rule No. 9 (B) (1) less any costs incurred by the Utility pursuant to Rule No. 9 (B) (2).

4. Line Extension Payment. The Line Extension Payment shall equal the sum of: (a) the cost of the minimum facilities necessary to serve the Applicant, as determined under Rule No. 9 (C) (2) or Rule No. 9 (D) (2) (c), whichever is applicable; (b) the Tax Gross-up Payment, if any Tax Gross-up Payment is required; (c) Utility Inspection Charges, if applicable; (d) permitting, inspection and associated fees and charges assessed by federal, state, or local government assessed in connection with obtaining permission to construct, or the construction of a Line Extension or Modification; and (e) design, engineering and surveying costs.

5. Oversizing. The Utility may, in its discretion, elect to install additional facilities or oversized facilities. In such circumstances, the Utility shall be responsible for all costs in excess of the cost of the minimum facilities necessary to service the Applicant.

6. Manholes. If the Line Extension or Modification requires the installation of a manhole or manholes, the Utility shall be responsible for the cost of installing a single manhole per Line Extension or Modification. Except as set forth herein, the Applicant shall be responsible for the cost of installing additional manholes.

7. Cost of Design, Engineering and Surveying. If the cost of designing and engineering the Line Extension or Modification, or the cost of surveying necessary to design and engineer the Line Extension or Modification exceeds the amount collected by the Utility under Section B (1) of Rule No. 9, then the Applicant shall be responsible for such costs.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

7. Cost of Design, Engineering and Surveying (Continued)
If the cost of designing and engineering the Line Extension or Modification, or the cost of surveying necessary to design and engineer the Line Extension or Modification is less than the amount collected by the Utility under Section B (1) of Rule No. 9, then the Utility shall provide to the Applicant a credit towards the Line Extension Payment. If the Line Extension or Modification requires additional design, engineering, or surveying, then the Applicant shall be responsible for such costs.

8. Construction. When the Utility is responsible for construction the Line Extension or Modification, the Utility shall complete the Line Extension or Modification, or cause the Line Extension or Modification to be completed by a Qualified Contractor, within a reasonable period of time after it receives a complete Application and the Line Extension Payment from the Applicant.

9. Actual Cost True-up. For Line Extensions or Modifications where the Line Extension Payment exceeds the actual cost of completing the Line Extension or Modification, the Utility shall provide a refund to the Applicant. If the actual cost of completing the Line Extension or Modification exceeds the Line Extension Payment, then the Applicant shall be responsible for such costs. The Utility shall provide a refund or an invoice to the Applicant, as the case may be, within 30 days of receiving final invoices from suppliers and the Qualified Contractor relating to the Line Extension or Modification.

10. Collection and Distribution of Re-apportionment Payments.

a. The Utility shall collect a Re-apportionment Payment from a subsequent Applicant when the subsequent Applicant connects directly to a Line Extension or Modification within fifteen (15) years after the date on which the Utility executed the Line Extension Agreement for the Line Extension or Modification. For the purpose of this Section B (11) (a) of Rule No. 9, a subsequent Applicant "connects directly" to a Line Extension or Modification only when the Service Connection furnished by the Utility under Rule No. 15 or Rule No. 16 connects to the Line Extension or Modification which extends across the full length of the Applicant's property line.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

10. Collection and Distribution of Re-apportionment Payments (Continued)

b. The Re-apportionment Payment collected by the Utility shall be determined using the following formula:

$$\frac{X * (1 + (N*.03))}{Y} = Z$$

where:

X = Line Extension Payment as specified in the Line Extension Agreement
N = The number of years since the execution of the Line Extension Agreement
Y = The number of Service Connections, including the original Applicant and the subsequent Applicant from whom a Re-apportionment Payment is being collected, that connects to the Line Extension or Modification. If the Utility and the Applicant agree, the Utility shall use the linear footage as the basis for Re-apportionment instead of the number of Service Connections and shall document the same in the Line Extension Agreement.
Z = The Re-apportionment Payment

c. The Utility shall distribute the Re-apportionment Payment equally between the original Applicant and any subsequent Applicants (excluding the person from whom a Reapportionment Payment is being collected).

d. The sum of Re-apportionment Payments made to an Applicant shall not exceed the Line Extension Payment or the initial Re-apportionment Payment made by the Applicant.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

B. GENERAL TERMS AND CONDITIONS (Continued)

11. Deviation from Rule No. 9. The Utility may refuse to provide a Line Extension or Modification when providing such extension would result in an unreasonable investment in facilities by the Utility or if the Line Extension or Modification request is inconsistent with the letter, spirit or purpose of Rule No. 9, or made in a manner that attempts to evade the application of the appropriate portion of Rule No. 9 to a project. If the Utility refuses to provide a Line Extension or Modification, then the Utility shall provide to the Inquirer a written explanation.

12. Dispute Resolution. Any dispute arising under Rule No. 9, including a dispute arising from the Utility's refusal to provide a Line Extension or Modification, shall be submitted to the Public Utilities Commission for resolution under either NAC 703.621 or NAC 703.651

C. SMALL RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS.

1. Service Inquiry. Within a reasonable time after receiving a request for New or Expanded Service which necessitates a Small Residential Service Extension or Modification, the Utility shall provide a non-binding estimate of the costs associated with extending or modifying its wastewater system to accommodate the request. Such non-binding estimate shall include, without limitation: (1) the cost of installing or modifying service mains and (2) Service Connection costs as specified in Schedule SSC-1.

   a. Minimum Facilities Requirement. The Applicant shall be responsible for the cost of the minimum facilities necessary to serve the Applicant. The Utility shall determine the minimum collection facilities needed to serve the Applicant based on the cost of (a) extending the facilities to a point approximating the boundary of the parcel for which Application is made that is farthest away from the point at which facilities currently terminate, and (b) the size of the pipe required by the Standards or existing facilities, whichever is larger; provided, however, that the Utility shall not require an Applicant who requests service to a corner lot to run facilities around the corner of the lot.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS.

1. Service Inquiry. Within a reasonable time after receiving a request for New or Expanded Service that necessitates a Commercial, Industrial or Large Residential Service Extension or Modification and all necessary information relating to such request, the Utility shall determine whether (a) the Utility shall be responsible for constructing the Commercial, Industrial or Large Residential Service Extension or Modification, or causing the Commercial, Industrial or Large Residential Service Extension or Modification to be constructed, or (b) Inquirer shall be responsible for constructing the Commercial, Industrial or Large Residential Service Extension or Modification, or causing the Commercial, Industrial or Large Residential Service Extension or Modification to be constructed.

For the purpose of Rule No. 9 (D) (1), all necessary information relating to a request shall include, but is not limited to, a description of the project, acreage of parcel or parcels on which the project will be situated, a description of the area to be landscaped, which description shall include the acreage of the area to be landscaped and the type of landscaping, engineering estimates of water usage sewer production, and engineering plans showing the plumbing of any facility or facilities the Inquirer intends to construct, service connection locations and plumbing fixture counts.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP(Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS. (Continued)

2. Utility Installed Extensions and Modifications.

a. Non-binding Estimate. Within a reasonable time after determining that the Utility will construct, or cause to be constructed, a Commercial, Industrial or Large Resident Service Extension or Modification, the Utility shall prepare a non-binding estimate of the cost of installing and constructing such Commercial, Industrial or Large Residential Service Extension or Modification. The non-binding estimate shall include, among other things, all costs associated with extending or modifying the Utility's wastewater system to accommodate the request for Expanded Service or New Service. Such costs shall include (a) the cost of installing or modifying sewer collection, treatment and discharge facilities; (b) the cost of designing, engineering and, if necessary, surveying for such installation or Modification; (c) Utility Inspection Charges; and, (d) permitting, inspection and associated fees and charges. The Utility may include in the non-binding estimate Service Connection costs as specified in Rule No. 15 provided, however, that such costs shall be specifically identified as Service Connection.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS. (Continued)

2. Utility Installed Extensions and Modifications. (Continued)

b. Minimum Facility Requirements. The Applicant shall be responsible for the cost of the minimum sewer collection, treatment and discharge facilities necessary to serve the Applicant. The Utility shall use reasonable engineering judgment to determine the cost of the minimum sewer collection, treatment and discharge facilities, taking into consideration the Utility's approved Master Plan and the actual cost of similar facilities, as appropriate. The Utility may, in its reasonable discretion, determine the cost of the minimum treatment facilities either (a) by using reasonable engineering judgment, taking into consideration the Utility's approved Master Plan and the actual cost of similar facilities, as appropriate, or (b) calculating such in the same manner as the Treatment Plant Capacity Charge under Schedule SSC-1.

The Utility shall determine the minimum cost of collection facilities based on the cost of (a) extending such facilities to a point approximating the boundary of the parcel for which Application is made that is farthest away from the point at which facilities currently terminate, and (b) the size of the pipe required by the Standards or existing facilities, whichever is larger.

An Applicant who pays for the cost of treatment facilities under Rule No. 9 (D) (2) (b) shall not pay the Treatment Plant Capacity Charge under Schedule SSC-1.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS. (Continued)

3. Applicant/Developer Installed Line Extension.

a. Line Extension Agreement. Within a reasonable time after receiving from an Inquirer a request for a Commercial, Industrial or Large Residential Service Extension or Modification and all necessary information relating to the service request, the Utility shall prepare a Developer Agreement setting forth the terms and conditions under which the developer (the "Applicant/Developer") will construct and dedicate facilities to the Utility. Such terms and conditions may include, but are not limited to, the terms and conditions found in this Section D (3) of Rule No. 9. An Engineering Agreement may be required at the discretion of Utility, prior to preparing Developer Agreement.

To proceed, the Applicant/Developer shall execute and return the Developer Agreement to the Utility together with a complete Application and a reasonable deposit to cover third-party costs the Utility might incur in performing its obligations under the Developer Agreement. If third-party costs are expected to exceed the amount of the deposit, the Utility shall require additional funds to be deposited. The Utility shall not accept a dedication of facilities or provide service until Applicant/Developer has paid all third-party costs, tariff, and Utility Inspection Charges as well as other items required by Utility such as proof of costs, UCC search, easement recordation, etc. Service will not be provided prior to recordation of infrastructure and water rights necessary to serve.

b. Submission and Approval of Plans.

(i) Applicant/Developer shall prepare and submit to the Utility engineering plans and specifications showing the design of all infrastructure necessary for the Utility to provide central sewer service to the Property, including, but not limited to, collection mains, collection transmission lines, treatment facilities, lift stations and discharge facilities. Such submission shall enumerate materials the Applicant/Developer intends to use to construct such Line Extension Facilities.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS. (Continued)

3. Applicant/Developer Installed Line Extension. (Continued)

b. Submission and Approval of Plans. (Continued)

(ii) All plans and specifications shall be prepared in accordance with the Standards, as well as applicable Law. Such plans and specification shall identify, and state the cost of, the minimum collection mains, collection transmission lines, lift stations, treatment facilities and discharge facilities necessary to provide wastewater service to the Applicant/Developer's project.

(iii) The Utility shall review and approve, reject or request Modifications of such plans and specifications within a reasonable time. The Utility shall review and confirm or reject the Applicant/Developer's list of materials within a reasonable time. The Utility shall review and confirm or reject the Applicant/Developer's statements regarding the minimum collection mains, collection transmission lines, lift stations, treatment facilities and discharge facilities necessary to provide wastewater service to the Applicant/Developer's project.

(iv) The Utility shall notify the Applicant/Developer of the Utility's election to oversize any facilities being constructed by Applicant/Developer when the Utility approves the plans and specifications submitted by Applicant/Developer.

(v) The Utility establish a reasonable payment schedule with Applicant/Developer for the payment of costs associated with installing any oversized facilities and a single manhole.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS. (Continued)

3. Applicant/Developer Installed Line Extension. (Continued)

c. Construction.

(i) Applicant/Developer shall receive written approval from the Utility and the Nye County Planning Department before construction of Line Extension Facilities begins.

(ii) All Line Extension Facilities shall be constructed or installed by a Qualified Contractor selected and retained by the Applicant/Developer at Applicant/ Developer's sole expense; provided, however, that the Utility shall be responsible for the cost of oversized facilities and installation of the deepest single manhole as provided for in Rule No. 9(B) (5), Rule No. 9 (B) (6) and Rule No. 9 (D) (3) (b) (v).

d. Inspection.

(i) The Applicant/Developer shall provide the Utility written notice 48 hours before construction begins. The Applicant/Developer shall coordinate the construction and installation of Line Extension Facilities with the Utility so that the Utility may inspect all Line Extension Facilities as the Utility deems necessary.

(ii) The Utility shall inspect all Line Extension Facilities constructed or installed by a Qualified Contractor on behalf of Applicant/Developer.

(iii) The Applicant/Developer shall be responsible for all costs incurred by Utility in Line Extension Facilities constructed or installed by or on behalf of an Applicant/Developer.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS. (Continued)

3. Applicant/Developer Installed Line Extension. (Continued)

e. Approval of Facilities.

(i) The Applicant/Developer shall provide the Utility written notice within 48 hours after a Qualified Contractor completes construction of all Line Extension Facilities.

(ii) The Utility shall perform a final inspection and complete all testing required by Law within a reasonable time after it receives the notice required by Section D (3) (c) (i) of Rule No. 9.

(iii) The Utility shall approve or reject the Line Extension Facilities in writing within a reasonable time after it completes the final inspection and testing required by Section D (3) (c) (ii) of Rule No. 9.

(iv) The Applicant/Developer shall be responsible for all costs incurred by Utility in connection with approving and accepting Line Extension Facilities constructed or installed by or on behalf of Applicant/Developer.

f. Dedication of Facilities and Installation of Manholes.

(i) All Line Extension Facilities, personal property and real property dedicated to the Utility shall be free and clear of liens and encumbrances. The Applicant/Developer shall provide documentation to the Utility's satisfaction demonstrating the cost of the facilities and that the facilities, personal property and real property are free and clear of all liens and encumbrances. Such documentation may include, but is not limited to, invoices, lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, suppliers and construction of the Line Extension Facilities.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS. (Continued)

3. Applicant/Developer Installed Line Extension. (Continued)

f. Dedication of Facilities and Installation of Manholes. (Continued)

(i) (Continued) The Utility may impose other reasonable terms and conditions on the acceptance of Line Extension Facilities, Including without limitation, a condition requiring that the Applicant/Developer demonstrate that all Line Extension Facilities have received necessary local governmental approvals.

(ii) For one year following the Utility's final acceptance of the Line Extension Facilities, Applicant/Developer shall, at the Utility's option and request, promptly correct, or cause to be corrected, all defects and deficiencies in construction. Materials and workmanship, at Applicant/Developer's sole cost and expense or reimburse the Utility for the Utility's costs of correcting all defects and deficiencies in construction, materials, and workmanship.

(iii) The Applicant/Developer shall provide to the Utility, two (2) copies of "as-built" drawings showing the location and respective sizes for all facilities in 1:100 scale and 1:300 scale and two (2) electronic "as-built" drawings on disk and compatible with an AutoCAD program specified by the Utility shall be submitted to the Utility upon completion and the Utility's acceptance of the Line Extension Facility.

RULE NO. 9
EXTENSIONS OF FACILITIES - PAHRUMP (Continued)

D. COMMERCIAL, INDUSTRIAL AND LARGE RESIDENTIAL SERVICE EXTENSIONS OR MODIFICATIONS. (Continued)

3. Applicant/Developer Installed Line Extension. (Continued)

f. Dedication of Facilities and Installation of Manholes. (Continued)

(iv) The Applicant/Developer shall convey to the Utility or provide by recorded subdivision plats, in either case at no cost or expense to the Utility, such easements or rights-of-way within the Applicant/Developer's property for the Line Extension Facilities and off-site interconnections and the use, operation and maintenance thereof as the Utility shall reasonably require for the performance of the Utility's obligations. All easements and rights-of-way shall be in a form satisfactory to the Utility.

(v) The Utility shall install manholes pursuant to the terms and conditions of its tariff. Applicant/Developer shall not install manholes under any circumstances.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK

A. APPLICABILITY

The terms and conditions of this Rule No. 9 apply throughout Utility's service area as defined by Rule No. 17.

Under the provisions of this rule, Utility shall make extensions and/or alterations of its sewer system to serve applicants requesting service within Utility's service area. In appropriate cases, as defined in Section C, Applicants shall be required to pay their pro-rata share of existing facilities. The Yard Piping and House Piping are not part of Utility's system, and may be subject to inspection by Utility at the discretion of Utility, and always be the responsibility of the Applicant. Other applicable Rules are: Rule No. 15, Service Connections; Sewer Schedule SSC-2, Service Connection Charges; SSC-3, Sewer Capacity Charges. The payment of any other charge or rate under any other tariff schedule does not relieve an Applicant of its responsibility, as set forth in this Rule No. 9, to bear all the costs of extending sewer service.

Applicants for service within Utility's service area requiring extensions and/or alterations hereunder of the sewer system of Utility may be permitted to construct and install such extension and/or alteration under the provisions of this rule provided such construction and installation are performed by a qualified contractor, subject to inspection and acceptance by Utility at the discretion of the Utility. Otherwise, extensions and/or alterations hereunder of the sewer system of Utility will be performed by the Utility or the Utility's designee at the Applicant's expense.

B. COST

All costs of such extensions and/or alterations including, but not limited to, design costs, construction costs, inspection fees and third party costs for associated professional fees incurred by Utility under this Rule No. 9 in connection with an application to serve an individual customer or an application by the Developer of a Development shall be paid for by the Applicant.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

B. COST (Continued)

All Rule No. 9 costs or contributions may be increased by the appropriate tax liability factor as contained in the Commission's tax rule (NAC 704.6502) when the payments are determined to be taxable by Utility, the Internal Revenue Service or other appropriate taxing entity.

The cost of all extensions and/or alterations made hereunder shall consist of the collection facilities required to provide such service which among other things, shall include all mains, valves, fittings, lift pumps, service pipes, treatment facilities and other facilities and appurtenances.

The cost of all extensions and/or alterations made hereunder shall also include Utility's cost for all regulatory, environmental and other fees, federal income taxes, engineering, permitting, inspection, testing, material, labor, transportation, net retirement costs of existing facilities if retired, associated overheads and other charges which are related to the extensions and/or alterations, including any modification or improvement of existing facilities which is required to provide adequate service.

C. COLLECTION AND DISTRIBUTION OF RE-APPORTIONMENT PAYMENTS

1. The Utility shall collect a Re-apportionment Payment from a subsequent Applicant when the subsequent Applicant connects directly to a Line Extension or Modification within 15 years after the date on which the Utility executed the Line Extension Agreement for the Line Extension or Modification. For the purpose of this Section C of Rule No. 9, a subsequent Applicant "connects directly" to a Line Extension or Modification only when the Service Connection furnished by the Utility under Rule No. 15 connects to the Line Extension or Modification which extends across the full length of the Applicant's property line.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

C. COLLECTION AND DISTRIBUTION OF RE-APPORTIONMENT PAYMENTS (Continued)

2. The Re-apportionment Payment collected by the Utility shall be determined using the following formula:

$$\frac{X * (1 + (N*.03))}{Y} = Z$$

where:

X = Line Extension Cost as specified in the Proof of Costs.
N = The number of years since the execution of the Line Extension Agreement.
Y = The number of Service Connections, including the original Applicant and the subsequent Applicant from whom a Re-apportionment Payment is being collected, that connects to the Line Extension or Modification. If the Utility and the Applicant agree, the Utility shall use the linear footage as the basis for Re-apportionment instead of the number of Service Connections and shall document the same in the Line Extension Agreement.
Z = The Re-apportionment Payment.

3. The Utility shall distribute the Re-apportionment Payment equally between the original Applicant and any subsequent Applicants (excluding the person from whom a Reapportionment Payment is being collected).

4. The sum of Re-apportionment Payments made to an Applicant shall not exceed the total amount paid for the line extension by the original applicant as depicted in the Proof of Costs.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

D. GENERAL PROVISIONS

1. Facilities

a. All facilities, installed by Utility and/or Applicant hereunder except for the Yard Piping and House Piping shall be assigned to and remain the sole property of Utility.

b. Size, type, quality of material and location of facilities hereunder shall be selected by Utility.

c. Where either final grades of roads, streets and/or alleys, in the proximity of proposed extensions, have not been established and there is a reasonable probability that said grades or alignments will be changed within three (3) years, Utility will require that Applicant deposit cash, subject to appropriate interest of NRS 704.655, or provide an acceptable bond or other guaranty thirty (30) days prior to commencement of construction of the extension and/or alteration, in the amount of Utility's estimated cost of relocation. Upon completion of any such relocation which is made within three (3) years of the date of the original extension and/or alteration, Applicant shall advance in cash the amount of Utility's actual cost incurred in making the relocation. Where the deposit shall be adjusted within three (3) years of the date of such deposit by Applicant or Utility to reflect Utility's actual costs incurred in making the relocation, the balance, if any, shall be refunded to such Applicant.

d. All premises served by Utility shall have pipe extensions to extend the full length of the Customer's property line.

2. Easements, Rights-of-Way and Permits

a. Utility shall only permit extensions under this Rule No. 9 when such extension will be located in a public street, road or highway which Utility has the legal right to occupy or on public lands and private property across which rights-of-way, easements or permits satisfactory to and in favor of Utility, have been delivered in recordable form to Utility. If required by Utility, an ALTA policy of title insurance shall be delivered to Utility showing Utility's easement or other interest to be free of all prior liens or encumbrances.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)
EXTENSIONS OF FACILITIES (Continued)

D. GENERAL PROVISIONS (Continued)

2. Easements, Rights-of-Way and Permits (Continued)

b. Utility shall not be required to purchase rights-of-way for extensions and/or alterations made under the provisions of this rule.

c. The responsibilities for Right of Ways and recordation of easements with accurate legal descriptions performed by a Nevada licensed surveyor are the Applicant's.

3. Oversizing

The Applicant must agree to upsize facilities specified by the Utility or the Utility's engineer. If an Applicant Installation, the Applicant will be reimbursed Utility's estimated cost difference of the upsized facility or infrastructure to provide adequate service. If a Utility Installation, the final cost of the line extension will be reduced by the Utility's estimated cost difference of the upsized facility versus the infrastructure necessary to provide adequate service. This cost will consist of:

a. Utility's estimated additional cost to install the oversized facility;

b. Utility's estimated additional cost to provide and install extra trench and backfill required for the oversized facility.

If an Applicant Installation, the Applicant will be reimbursed the cost of oversizing no later than thirty (30) days after Utility acceptance of the infrastructure.

4. Disagreements or Disputes

a. In case of disagreement or dispute regarding application of any provision of this rule, or in circumstances where application of this rule appears unreasonable to either party, Utility or Applicant may refer the matter to the Public Utilities Commission of Nevada for determination.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

D. GENERAL PROVISIONS (Continued)

4. Disagreements or Disputes (Continued)

b. In the event noted in Section D.4.a., above, both Applicant and Utility shall make such advance(s) as otherwise required hereunder and Applicant or Utility, whichever is the responsible party, shall proceed with the construction and installation of the extension and/or alteration required to provide the requested service.

5. Special Provisions

a. All Applicants requesting service under the provisions of this Rule No. 9 shall be provided details of estimated costs and other data setting forth the terms and conditions under which Utility shall make extensions and/or alterations hereunder.

b. All Applicants requesting deviation from any of the terms and conditions of this Rule No. 9 shall be required to enter into a written extension agreement containing the terms and conditions under which Utility shall make the extension and/or alteration. Such agreement shall be filed for approval with the Public Utilities Commission prior to commencement of construction. Construction of facilities, however, may commence if agreed in writing by both parties.

c. Subject to Utility approval of assignee, any application for service entered into under this Rule No. 9 may be assigned upon written notice to Utility by the holder of said application for service, as shown on Utility's records.

d. Construction may not commence until all permits including a UEPA, if necessary, are obtained.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

D. GENERAL PROVISIONS (Continued)

5. Special Provisions (Continued)

e. Construction not may begin until the Applicant has executed a legally binding agreement with the Utility for the line extension and all tariff fees pertaining to the project are paid to the Utility.

E. ENGINEERING AND PLAN REVIEW

1. The Applicant must initially provide Utility with plans and load information in a timely manner to allow Utility to develop detailed plans, costs and a construction schedule.

2. All design, plans and specifications shall be:

a. Prepared at the Applicant's expense by a Nevada Licensed Engineer;

b. Shall be accompanied by survey maps to suitable scale and AutoCAD compatible files showing street, easement and lot layouts, and if requested by Utility, contours or other indications of relative elevations of various parts of the area to be developed;

c. As requested by Utility, Applicant shall furnish any required property ownership, property description, plot plan or record of survey information concerning the area to be served under the provisions of this rule.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

E. ENGINEERING AND PLAN REVIEW (Continued)

2. (Continued)

d. To Utility's Standards and Specifications and the governmental standards of the authority(s) with jurisdiction, including State Fire Protection requirements pursuant to Rule No. 10 of the water tariff, with the most stringent requirements being applicable;

e. Approved by Utility as well as other utilities and government agencies with jurisdiction.

3. Utility Plan Review requirements shall be:

a. Performed at the Applicant's expense by a Nevada Licensed Engineer approved by the Utility;

b. May be waived upon written agreement of the Utility and Applicant with the Applicant assuming any and all liabilities for errors in original engineering document.

4. All redline corrections from plan review shall be made at the Applicant's expense prior to construction commencing.

5. If changes are made subsequent to the presentation of the aforesaid information and these changes require additional expense to Utility in the following, but not limited to, costs in revising plans, specifications, construction and cost estimates or actual costs, these additional expenses shall also be borne by the Applicant.

6. All changes to plan whether during engineering and/or construction must be pre-approved in writing by Utility.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

F. CONSTRUCTION

1. Work performed by the Applicant shall be performed in such a manner as to permit Utility to perform its work without delay and in an efficient manner.

2. All work shall be performed by a Utility recognized qualified contractor.

3. All work shall be in accordance with approved plans and to Utility's Standards and Specifications and the governmental authority(s)' with jurisdiction standards and specifications following the stricter of any and all applicable standards.

G. APPLICANT INSTALLATIONS

Applicant(s) for line extensions shall have the option of installing facilities when agreed upon in writing by Utility. In such event, Applicant(s) shall also construct and install service pipes within the streets and other right-of-ways and shall provide Utility with a statement of actual construction costs, in reasonable detail, prior to acceptance of such construction of facilities and within forty-five days of completion of construction including all Utility punch list items.

1. Conditions for Applicant Installation of Facilities

   b. All phases of the project installation shall be subject to inspection by Utility at the Applicant's expense. The Applicant must provide Utility written notice 48 hours before construction begins. A preconstruction kickoff meeting may be required by Utility prior to construction beginning. Applicant shall coordinate the construction and installation of facilities with Utility so the Utility may inspect the facilities at Applicant's expense as Utility deems necessary.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

G. APPLICANT INSTALLATIONS (Continued)

1. Conditions for Applicant Installation of Facilities (Continued)

b. The Applicant's contractor must be a Utility qualified contractor. The contractor must be licensed in Nevada and have sufficient qualified personnel and sufficient reliable equipment to perform in a workmanlike manner as well as proof of sufficient insurance provided to Utility before installation is commenced.

c. The Applicant and its contractor must comply with all construction standards and/or governmental requirements including, but not limited to, a UEPA from the Commission and any OSHA, State, County, City, Special District, Homeowners' Association, and/or other government agencies with jurisdictions requirements, which may apply in all phases of the project installation.

d. The Applicant must provide all material submittals in accordance with the Standards and Specifications of Utility and other government agencies' with jurisdiction standards and specifications, with the most stringent requirements being applicable and all material provided will be subject to acceptance by Utility, based on inspections by Utility at Applicant's expense.

e. If, during installation of the facilities under provisions of an Applicant installation, the Applicant's contractor, for any reason, must cease work on the installation, Utility must be notified in writing by the contractor immediately explaining why work ceased. The Applicant must provide Utility written notice 48 hours before construction work recommences unless otherwise agreed to by Utility. A failure to comply with this provision shall result in a penalty of Two Hundred Fifty Dollars ($250.00) per violation.

f. The Applicant must start the project in accordance with Utility's established schedule and pursue the work at a satisfactory rate.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

G. APPLICANT INSTALLATIONS (Continued)

2. Approval of Facilities

a. Applicant shall provide Utility written notice within 48 hours after qualified contractor completes construction of facilities / infrastructure.

b. Utility shall perform or cause to be performed a final inspection at Applicant's expense within a reasonable time after it receives the notice required by this Rule No. 9.

c. Utility shall approve or reject the facilities in writing within a reasonable time after it completes the final inspection required by this Rule No. 9. If facilities are rejected, Utility will provide a punch list of the necessary items to be completed before acceptance. This Section (G.2.c) may be repeated at the Utility's discretion.

3. Guarantee and Warranty

Applicant shall guarantee all materials and workmanship against defects for a period of one year following final acceptance by Utility.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

H. UTILITY INSTALLED FACILITIES

1. Advances/Deposits

The deposit/advance required to proceed with any and all extensions and/or alterations made under the provisions of this Rule No. 9 shall be Utility's estimated cost of making such extensions and/or alterations which is in accordance with Utility's construction practices. Utility's estimated cost shall also be used to determine preconstruction advances hereunder. Estimates provided hereunder shall be valid for a period of three (3) months after the date of transmittal. The advance required under this Rule No. 9 will be increased to cover federal income taxes.

c. A deposit, equal to Utility's estimated cost, in accordance with Section H, will be required thirty (30) days prior to the start of construction on any extension(s) and/or alteration(s) made under the provisions of this Rule No. 9.

i. In no case shall the deposit/advance be depleted by less than 50% of the original deposit, until the projected costs for the completion of the project are less than 50% of the original deposit.

i. If an Extension Agreement is executed between such Applicants and Utility within twelve (12) months after detailed plans, specifications and cost estimates are furnished, the aforesaid deposit or deposits shall become a part of any required advances.

ii. If an Extension Agreement is not executed between such Applicants and Utility within twelve (12) months after detailed plans, specifications and cost estimates are furnished, the aforesaid deposit or deposits shall be forfeited.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

H. UTILITY INSTALLED FACILITIES (Continued)

1. Advances/Deposits (Continued)

b. Utility may require an acceptable bond or guaranty at the discretion of the Utility.

c. When an Applicant for service posts an acceptable bond or guaranty in lieu of cash, such Applicant shall advance estimated costs in cash as construction progresses thirty (30) days prior to construction of the extension and/or alteration of each such phase thereof.

d. In those instances where more than one Applicant is to be serviced from the same extension and/or alteration, the total advance required from such group of Applicants shall be apportioned among the members of the group in such manner as they may be mutually agreed upon and provide to the Utility in writing. It shall equal Utility's total cost for providing service to the group.

e. Utility shall provide Applicant/Developer a final accounting. Utility will apply the Applicant's deposit against the Third Party Costs, and will either refund any remaining balance to the Applicant, or bill the Applicant for any outstanding balance pursuant to Section B of this Rule No. 9 should the Developer Deposit be found in arrears for any reason. Utility shall provide copies of all third party invoices with the final invoice.

i. Any and all outstanding balances due to Utility must be paid in full prior to receiving service from the Utility.

ii. Any refund due and payable to the Applicant/Developer will be posted in the US mail no later than ninety (90) days from the date of the final invoice.

iii. Refunds due and payable pursuant to any agreement entered into under this Rule No. 9 may be assigned upon written notice to Utility by the holder of said Agreement, as shown on Utility's records. Such assignment shall apply only to those refunds which become due more than thirty (30) days after date of acknowledgment of receipt by Utility of the notice of assignment.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

H. UTILITY INSTALLED FACILITIES (Continued)

1. Advances/Deposits (Continued)

f. It shall be Utility's intention to install facilities hereunder as soon as possible following completion of Applicant's obligations; however, due to work load fluctuations and Utility's obligations to perform unscheduled emergency work, both of which are beyond control of Utility, Utility will not be held responsible for damages or other inconveniences resulting from unavoidable delays in construction of facilities installed hereunder by Utility.

I. DEDICATION AND ACCEPTANCE OF FACILITIES

1. All Line Extension Facilities, facilities, improvements and real property dedicated to Utility shall be free and clear of liens and encumbrances. Applicant/Developer shall provide documentation to Utility's satisfaction demonstrating the cost of the facilities and that facilities, improvements and real property are free and clear of all liens and encumbrances as well as a Bill of Sale. Such documentation may include, but is not limited to, invoices, UCC Litigation Search documentation, lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, suppliers and construction of Line Extension Facilities.

   Utility may impose other reasonable terms and conditions on the acceptance that the Applicant/Developer demonstrate that all Line Extension Facilities have received necessary local government approvals.

2. Subsequent to inspection by Utility, and for one year following Utility's final acceptance of the Line Extension Facilities and any dedicated Applicant construction, Applicant/Developer shall, at Utility's option and request, promptly correct, or cause to be corrected, all defects and deficiencies in construction, materials and workmanship, at Applicant/Developer's sole cost and expense or reimburse Utility for Utility's costs of correcting all defects and efficiencies in construction, materials and Workmanship. Warranty requirements of any government agency with jurisdiction shall be the responsibility of the Applicant/Developer.

RULE NO. 9
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

I. DEDICATION AND ACCEPTANCE OF FACILITIES (Continued)

3. Applicant/Developer shall convey to Utility or provide by recorded subdivision plats, in either case, at no cost or expense to Utility, such easements or rights-of-way within the Property for the Facilities and off-site interconnections and the use, operation and maintenance thereof as Utility shall reasonably require for the performance of Utility's obligations under this Rule No. 9. All easements and rights-of-way shall be in a form satisfactory to Utility.

4. Applicant/Developer shall convey to the Utility all final as-built drawings with Nevada licensed engineer's wet stamp.

5. Upon all provisions of this Rule No. 9 and all other pertinent tariff rules being met and Utility has accepted conveyance of the plant and or facilities constructed by Applicant/Developer, Utility shall provide a Letter of Acceptance to the Applicant which reflects the Utility's acceptance of the conveyance of the facilities.

RULE NO. 10
FIRE PROTECTION

(NOT APPLICABLE)

RULE NO. 11
ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

A. ESTABLISHMENT OF CREDIT

Each Applicant applying for service will be deemed to have established satisfactory credit upon qualifying under any one of the following conditions:

1. Applicant has been a previous Customer of the Utility and during the last twelve (12) consecutive months of that prior service has paid all bills for service without having been disconnected for nonpayment thereof at any and all owned properties.

2. The Applicant, who has not been a Customer of the Utility within the immediately preceding twelve (12) months, provides proof from another utility that Applicant has maintained service from the other utility for the last twelve (12) months with all bills being paid on time and no disconnection occurring for non-payment or violation of the prior utility's tariffs, rules or regulations.

3. Applicant makes the deposit prescribed in Rule No. 12 under "Deposits."

4. Applicant arranges a guarantor satisfactory to the Utility for the payment of Applicant's bills for service:

   a. A guarantor must be a customer of the utility providing service to the customer for whom the guarantor is acting;

   b. The liability of a guarantor is limited to the amount of the deposit that the customer otherwise would have been required to pay and ceases after the date the deposit otherwise would have been required to be returned;

   c. A guarantor who is required to make any payment for a customer may pay the amount owed within a period of not more than three (3) months. If payment is not made within that period, the utility may terminate service to the guarantor without notice.

5. Any Applicant who is applying for any class of service, except residential service, will be required to establish credit by making the deposit prescribed in Rule No. 12.

RULE NO. 11 (Continued)
ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT (Continued)

B. RE-ESTABLISHMENT OF CREDIT

1. An Applicant who is a former Customer of the Utility and during the last twelve (12) months of that prior service had an unpaid balance with the Utility for any premises will be required to pay any unpaid balance due to the Utility and may be required to re-establish credit by making the deposit prescribed in Rule No. 12 under "Deposits."

2. A Customer whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due the Utility for the premises for which service is to be restored and may be required to pay a reconnection charge as prescribed in Rule No. 6 under "Discontinuance and Restoration of Service" and to re-establish credit by making the deposit prescribed in Rule No. 12 under "Deposits" before service is restored.

RULE NO. 12
DEPOSITS

A. AMOUNT TO ESTABLISH OR RE-ESTABLISH CREDIT

1. The amount of the deposit shall be at the discretion of the Utility and is subject to change if found to be insufficient, but shall not exceed two months estimated maximum billings, but in no case shall be less than Ten Dollars ($10.00).

2. For Account Re-Establishment, the amount of deposit shall be at the discretion of the Utility and is subject to change if found to be insufficient, but will not exceed two (2) months' estimated maximum billing.

B. APPLICABILITY TO UNPAID ACCOUNTS

Deposits made under this rule will be applied to unpaid bills for service when such service has been discontinued.

C. RETURN OF DEPOSITS

1. Discontinuance of Service

Upon discontinuance of service, the Utility will refund the balance of the Customer's deposit in excess of unpaid bills for that service for which the deposit was made.

2. Timely Payments

Upon twelve (12) consecutive monthly payments of the Utility's bills rendered with no more than one late payment assessed.

D. INTEREST ON DEPOSIT AND REFUNDS

Interest specified by the Commission in accordance with Nevada Revised Statutes will be paid on outstanding active Customer deposits held by the Utility from the date of deposit until the date of settlement or withdrawal of deposit. Should such deposits be held by the Utility for a period of one year or more and the depositor continues to be a Customer for that service for which the deposit was made, the deposit and interest, shall first be applied on any unpaid bills, and the balance refunded to the Customer.

RULE NO. 13
TEMPORARY SERVICE

A. ESTABLISHMENT OF TEMPORARY SERVICE

The Utility will, if no undue hardship to its existing consumers will result therefrom, furnish temporary service under the following conditions:

1. The Applicant will be required to pay to the Utility, in advance, the estimated net cost of installing, pursuant to Rule No. 9, and removing the facilities necessary to furnish the service.

2. Where the duration of service is to exceed one month, the Applicant may also be required to establish his credit in the manner prescribed, pursuant to Rule No. 11, for permanent service.

3. In addition to all costs applicable to the installation of facilities, cost of temporary extensions and/or alterations shall include the net cost of retirement of facilities previously installed hereunder.

B. TEMPORARY SERVICE

A Customer who obtains sewer service from the Utility shall pay the service rates per the appropriate schedule whether temporary or not.

RULE NO. 14
DISPUTED BILLS

In case of a dispute between a Customer and the Utility as to the correct amount of any bill rendered by the Utility for sewer service furnished to the Customer, the Customer will deposit with the Utility the amount claimed by the Utility to be due.

Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by the Utility shall warrant the Utility in discontinuing the service to the Customer without further notice.

In the event of dispute between the Customer and the Utility respecting any bill, charge or service, the Utility shall forthwith make such investigations as shall be required by the particular case, and report the result thereof to the Customer. In the event that the complaint cannot be satisfactorily adjusted, the Utility or the Customer may make application to the Public Utilities Commission of Nevada for consideration of the complaint, and the Utility shall notify the Customer that he has the privilege of appeal to the Commission as indicated in this rule.

PUCN Consumer Complaints Division
puc.nv.gov

Northern Nevada
1150 E. William St.
Carson City, NV 89701
775-684-6100

Southern Nevada
9075 W. Diablo Dr., Suite 250
Las Vegas, NV 89148
702-486-2600

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES

A. INSTALLATION

If Applicant's premises do not have main across property to the farthest point from Utility's existing distribution system, Rule No. 9 is applied before Rule No. 15.

Service facilities will be provided by Utility in accordance with the following provisions:

1. Utility Service Agreement Requirements

   A written Utility Service Agreement shall be required by the Utility prior to any service connection work or design being performed. The Applicant shall provide any and all information which will assist Utility in properly sizing and locating the service lateral, including a description of the development, if necessary, an engineer's estimate of the development's water use requirements and plumbing plans of the private facilities. Utility Service Agreement shall be accompanied by payment of all applicable fees per this Tariff, including any third party costs associated with providing service to the premise.

2. Liability for Accuracy

   In the event that an applicant provides incorrect supporting information to the Utility to size and locate the service connection or requests a change in the size or location, the Applicant shall pay any and all costs incurred by reason of such corrections and/or changes.

3. Conditions for Refusal

   Applications for service through existing or new service connections may be rejected if:

   a. The applicant has additional account(s) with Utility and any are delinquent.

   b. The purpose of the applicant, in the opinion of Utility, is to circumvent discontinuance of service in another name because of nonpayment of bills or other infractions of these rules.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

A. INSTALLATION (Continued)

4. Determination of Size

Utility reserves the right to determine the size of the service connection to be installed, giving consideration to the individual capacity requirements of the applicant and the existing capacity of the main to which the service is connected. No service connection shall be approved if the proposed size is larger than can be supplied by the main or would adversely affect reasonable and reliable service to other customers. Utility may at its discretion require engineering design to be completed at the expense of the applicant.

5. Adequacy of Main

In the event an existing main capacity is determined to be insufficient to meet the requirements of an applicant, and a main extension will provide for those requirements, provisions of Rule No. 9 and this Rule No. 15 applying to main extensions will be followed. Whenever two mains are available from which service can be provided, Utility shall at its discretion determine the main to which the service connection will be made. Mains are required to run across property pursuant to Rule No. 9.

6. Location of Yard Line

The Customer's yard line or piping shall extend to that point behind the curb line or property line to provide ease of access to the Utility from its existing collection system or require the least extension of the existing collection main. The Customer shall consult with the Utility, and the Utility shall approve the proposed location of the Customer's yard line or piping before the Customer extends the Customer's yard line or piping. Installation of yard and house piping is the responsibility of the Applicant.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

A. INSTALLATION (Continued)

7. Service Connections

The Utility will furnish and install a service connection of suitable capacity, from its water main to a point to be determined by the Utility between the existing or proposed curb line and the property line of the premises abutting upon a street or other thoroughfare to serve a justified need of a permanent water Customer.

The Customer shall pay a service connection charge as set forth in Schedules SSC-1 (Pahrump) and SSC-2 (Spring Creek) – Service Connection Charges. The service connection charge will cover the cost of a service pipe from the Utility main to the point of service connections, and the cost of taps, fittings, valves and their installation. Schedules SSC-1 (Pahrump) and SSC-2 (Spring Creek) will be used for any customer requested modifications(s) to the service connection after original installation.

Only duly authorized employees or agents of the Utility will be permitted to install a service connection, taps, fittings, valves, pipe from the Utility's main to the Customer's premises, without prior written permission of the Utility.

Service Connection charges will be borne by the Applicant for service. Connection charges will be as set forth in Schedule SSC-1 (Pahrump) and SSC-2 (Spring Creek).

8. Installation of Yard Pipe

The Utility will not be responsible for the installation of the sewer pipe lines beyond the end of the Utility's service connection. It shall be the owner's and/or Customer's responsibility to determine that fixtures and piping shall conform to the requirements of all State, County, or Municipal ordinances, law and regulations and be properly maintained.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

B. UTILITY INSTALLATION REQUIREMENTS

Utility will maintain all equipment and materials for service and installations from existing lines, excluding the house and yard piping. Ownership and title to all such equipment and materials shall be and remain the Utility's. Utility has adopted Standards and Specifications for all facilities constructed in its service area.

1. Utility shall designate the location of the service connection.

C. NUMBER OF SERVICE PIPES

See Rule No. 20.

D. RELOCATION OF SERVICE PIPES

In those instances where relocation of the service connection in whole or in part is required for the convenience of Applicant or Customer or is made necessary by acts of such persons or their representatives which create hazards or which make the service connection inaccessible, such relocation will be performed by the Utility at the expense of such Applicant or Customer pursuant to Schedule SSC-1 (Pahrump) and SSC-2 (Spring Creek).

In those instances where relocation of the service connection in whole or in part is required for maintenance of service of the Utility, such relocations will be performed by Utility at its expense.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

E. CONNECTION TO UTILITIES FACILITIES

Only employees, agents or others specifically authorized by Utility shall be permitted to connect service facilities to or disconnect same from Utility's sewer collection system.

F. PENALTIES

NRS 445A.710 provides that, "Any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan or other document filed or required to be maintained by the provisions of NRS 445A.300 to 445A.730, inclusive, or by any permit, rule, regulation or order issued pursuant thereto, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required to be maintained under the provisions of NRS 445A.300 to 445A.730, inclusive, or by any permit, rule, regulation or order issued pursuant thereto, is guilty of a gross misdemeanor and shall be punished by a fine of not more than $10,000 or by imprisonment in the county jail for not more than 1 year, or by both fine and imprisonment.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

G. PENALTIES (Continued)

In addition, the Utility will assess penalties for tampering or interfering with sewer equipment, providing false information or connects or disconnects from Utility facilities without Utility authorization as follows:

1st Offense	-	$ 25.00 per day
2nd Offense	-	$ 50.00 per day
3rd Offense	-	$100.00 per day
4th Offense	-	$250.00 per day

Each day or portion thereof during which a violation continues may constitute a separate offense. In addition, any person, customer or legal entity who has been previously warned is subject to the next penalty level. Unauthorized use will be billed pursuant to Rule No. 5.

H. CROSS-CONNECTION PROTECTIVE DEVICES

Where any sewer pipe or drain on a Customer's premises is cross-connected to another source of water supply, the Utility may refuse or discontinue service until there shall be installed at the expense of the Customer suitable protective devices, approved by the Utility, to protect against back-flow into the Utilities system, as required by the governmental authorities having jurisdiction. Customer or Applicant will own and maintain said cross-connection protective device(s) and provide to Utility each year the annual inspection report by a licensed cross-connection inspector.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

I. MAINTENANCE AND REPLACEMENT

Utility shall be responsible for the maintenance and replacement of its facilities and Customer shall be responsible for the maintenance and replacement of all other facilities required for the receipt of service from Utility. Utility will not be responsible for the installation and maintenance of the sewer lines beyond Utility's service connection at the sewer main. It shall be the Applicant, owner and/or Customer's responsibility to determine that fixtures and piping conform to all State, County, and/or Municipal ordinances, laws and regulations be properly maintained.

Applicant shall pay for the cost of the replacement of the service line connection at the Utility's determination of need if there has not been at least twelve (12) months consecutive use of the existing facilities, where the type of use changes, and/or when the Customer applies for expanded service.

J. RIGHT OF ACCESS

Upon application for service and the establishment of service pursuant thereto, Applicant or Customer shall be deemed to grant to Utility and its assigns, to whatever extent Customer may be empowered to make such grant, an irrevocable easement upon and through Customer's premises for the location of the facilities required to provide service. Any such grant from the owner of the premises serviced shall be deemed to be an easement running with the land, and shall bind such Applicant's or Customer's heirs and assigns.

K. RESPONSIBILITY FOR LOSS OR DAMAGE

Utility will not be responsible for any loss or damage caused by any negligence or wrongful act of a Customer or Customer's authorized representative in installing, maintaining or operating the service facilities or utilizing equipment for which service is supplied.

Customer shall exercise reasonable care to prevent the facilities of Utility upon such Customer's premises from being damaged or destroyed; shall refrain from interfering with the same and, in case any defect therein shall be discovered; shall immediately notify Utility thereof.

RULE NO. 15
SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES (Continued)

L. RESPONSIBILITY FOR LOSS OR DAMAGE (Continued)

Any person or person's causing damage to any sewer devices or appurtenance belonging to Utility by any willful or negligent act shall be responsible for payment of all costs for repair or replacement of such damaged property and may be assessed fines or penalties pursuant to Section G of this Rule No. 15.

The Customer will be held responsible for damage to Utility's facilities and other property resulting from the use or operation of appliances and facilities on Customer's premises including, but not limited to, damage caused by steam, hot water, chemicals, etc.

M. INCOME TAX ON CONNECTION FEES

The tax gross up, if applicable to Utility, shall be included in the Applicant's total cost and shall be collected by Utility prior to construction. Any such fee or such tax gross up charge will be adjusted to recover the cost of Federal Income Tax in accordance with NAC 704.6532.

RULE NO. 16
SERVICE LINE AND FACILITIES INSTALLED BY CUSTOMER IN SPECIAL CASES

In special cases where extension of Utility's mains to a point adjacent to Customer's premises is not feasible, in the opinion of the Utility, Customer may lay service pipe, at his own expense, from point of use to point where connection can be made directly to Utility's then existing main.

In such cases, the Utility shall be obligated to maintain reasonable quantity of flow at the point of connection to its main only, and Customer shall assume all responsibility and cost for maintenance, operation and replacement of his service line and flow therein.

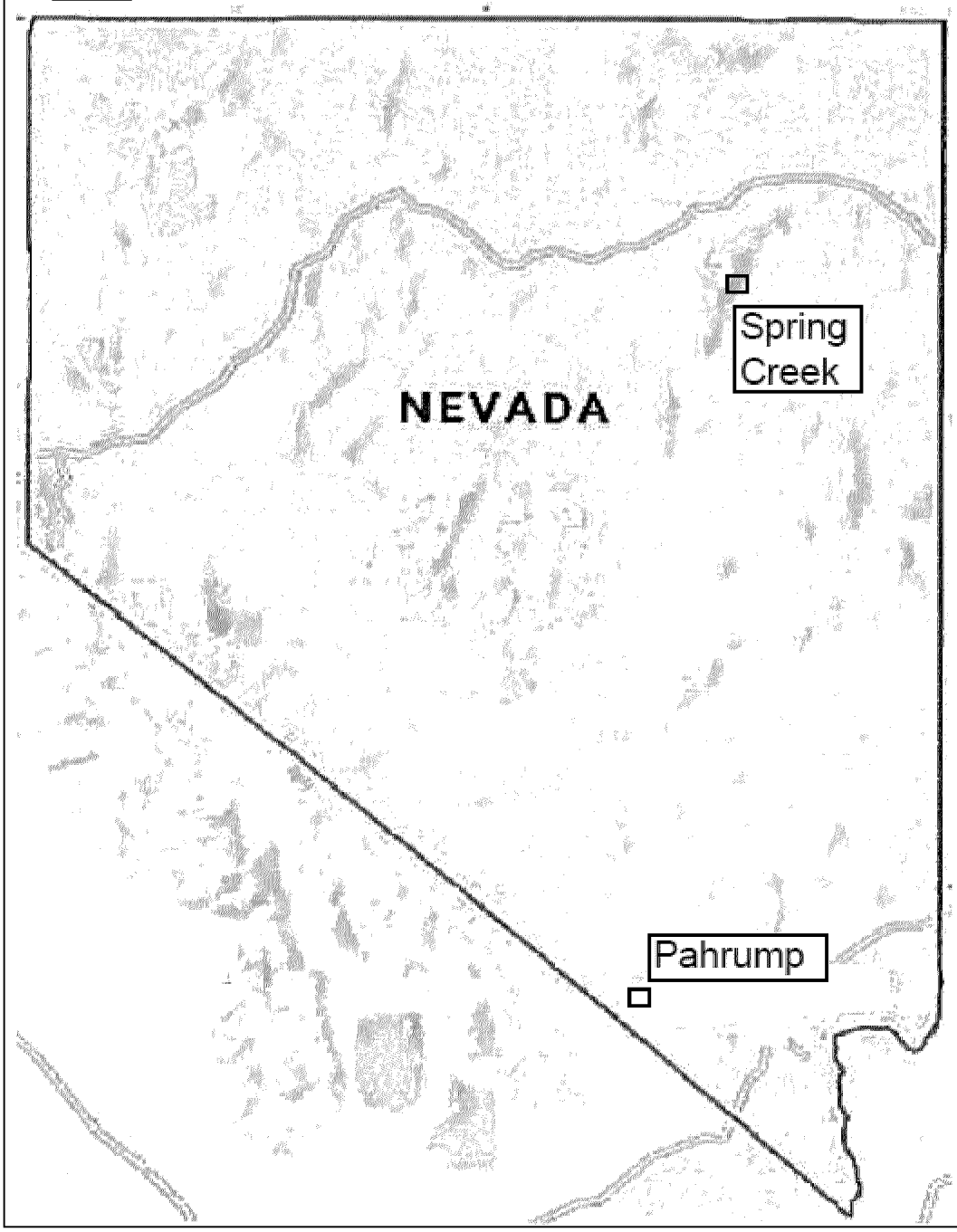
If additional facilities should be required in Customer's service line to provide adequate flow of sewerage for Customer's service, above the flow collected normally by Utility at point of connection of Customer's service line to the Utility's main, Customer shall provide, operate, maintain and replace such facilities, all at his own expense.

Utility shall at no time in the future be required to lay additional main beyond the original point of collection to supply sewer service to said Customer or others supplied through said Customer's service.

Original Customer shall pay all charges for sewer service delivered through his service, at point of connection to the main, whether to his own premises or those of others which may be connected to such service.

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY T

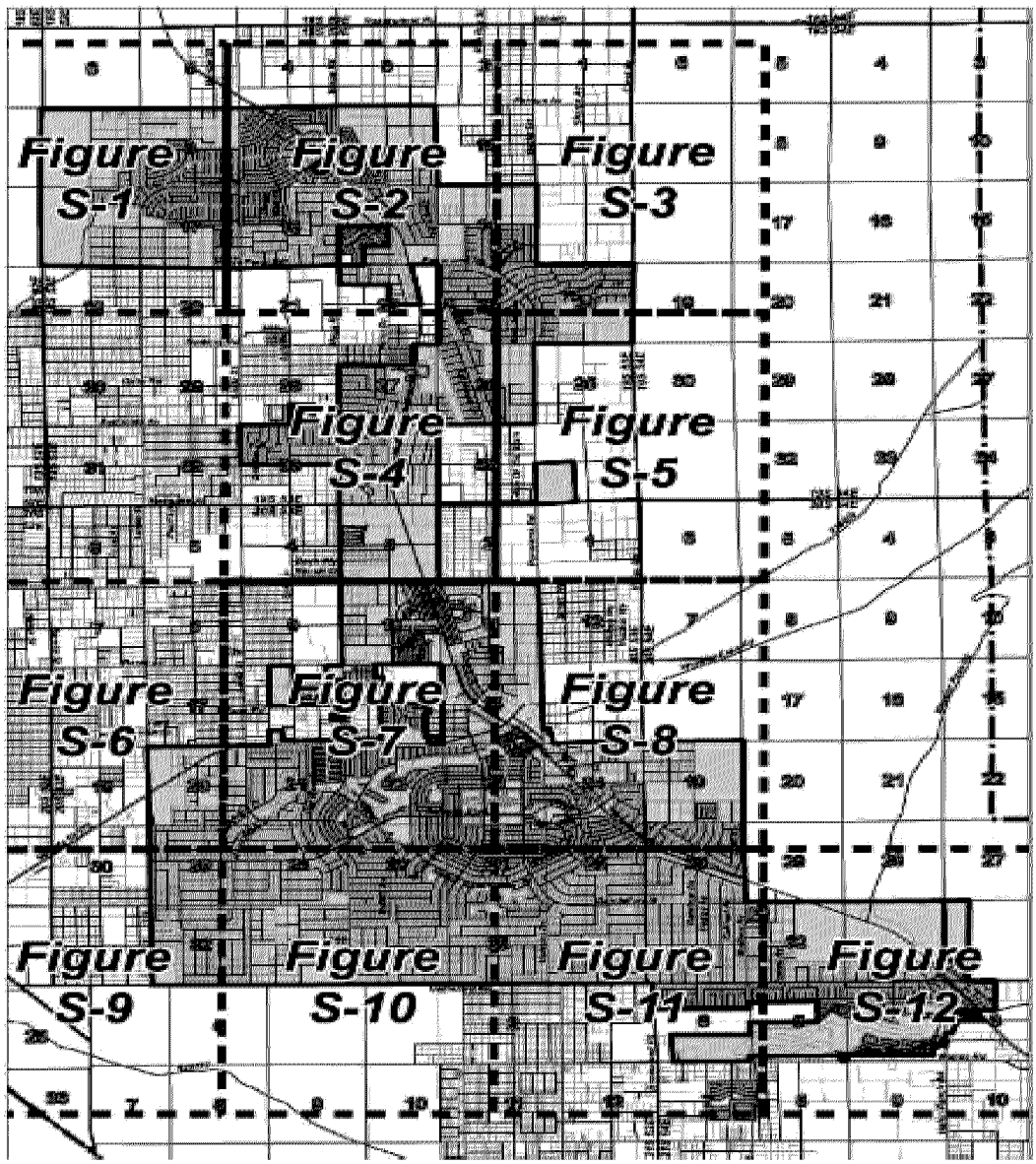
A. MAPS



Tariff No. 1-S (Sewer)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS



Issued:
Effective:
Advice No.:

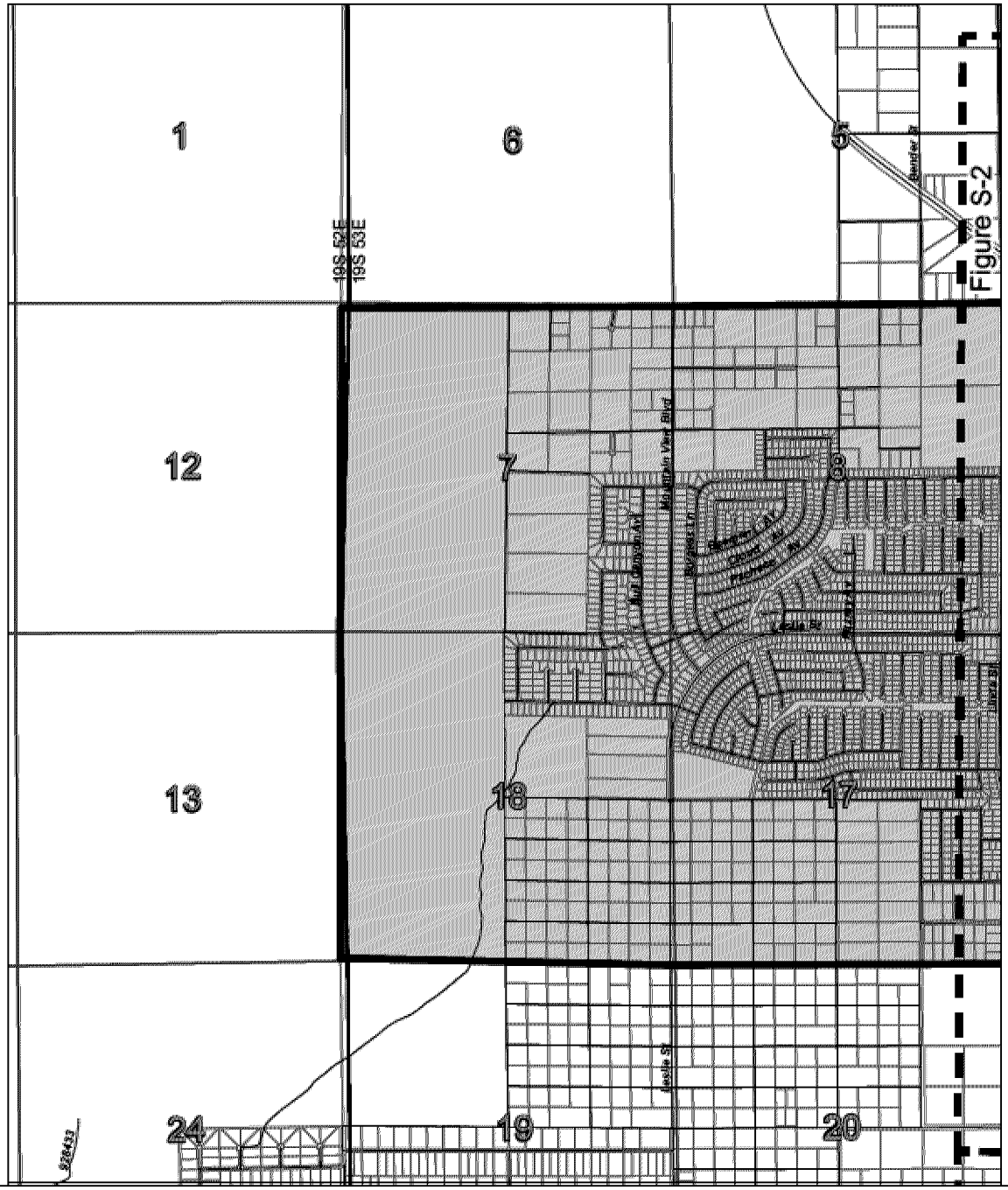
Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-1



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Effective:
Advice No.:

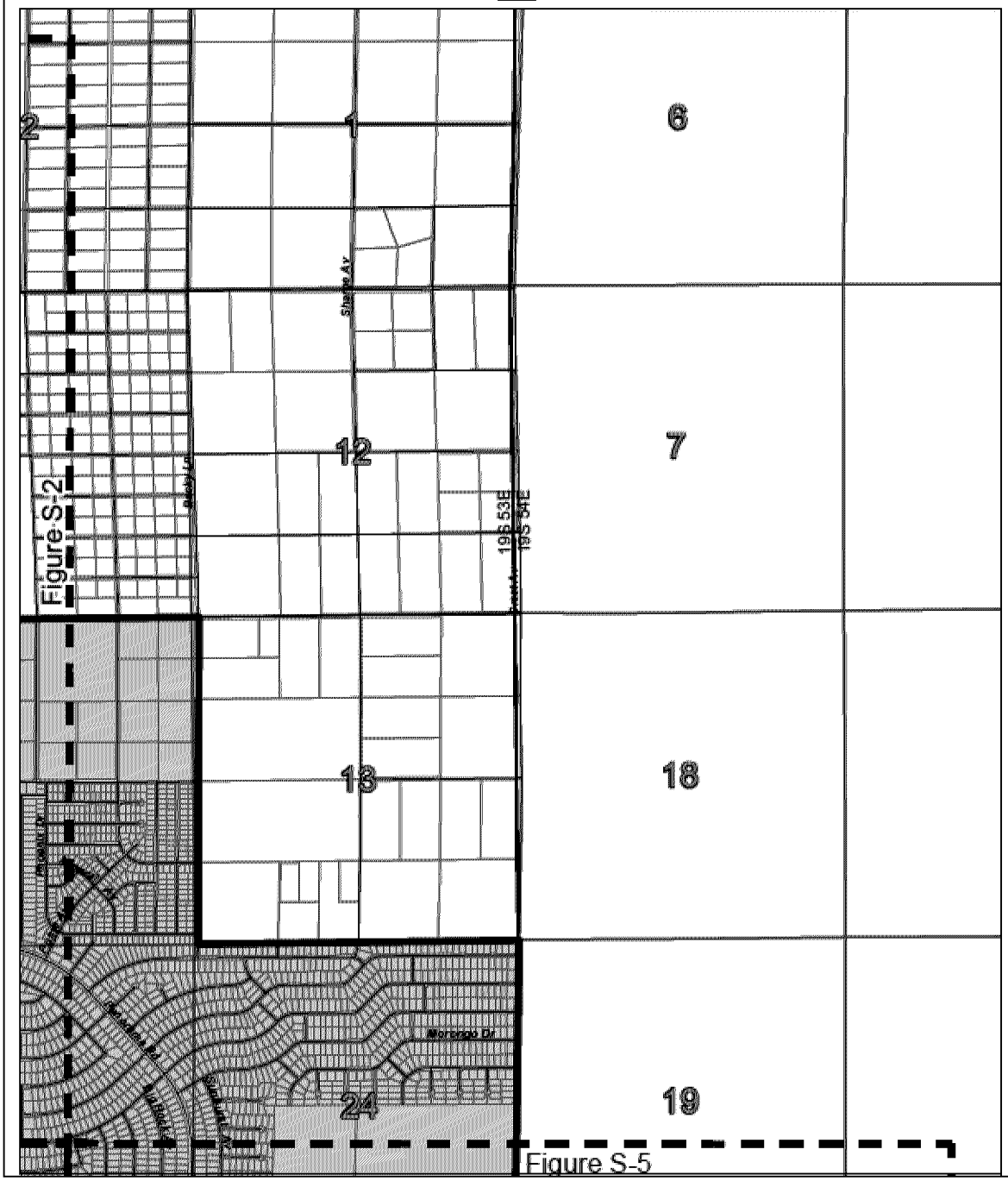
Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-2



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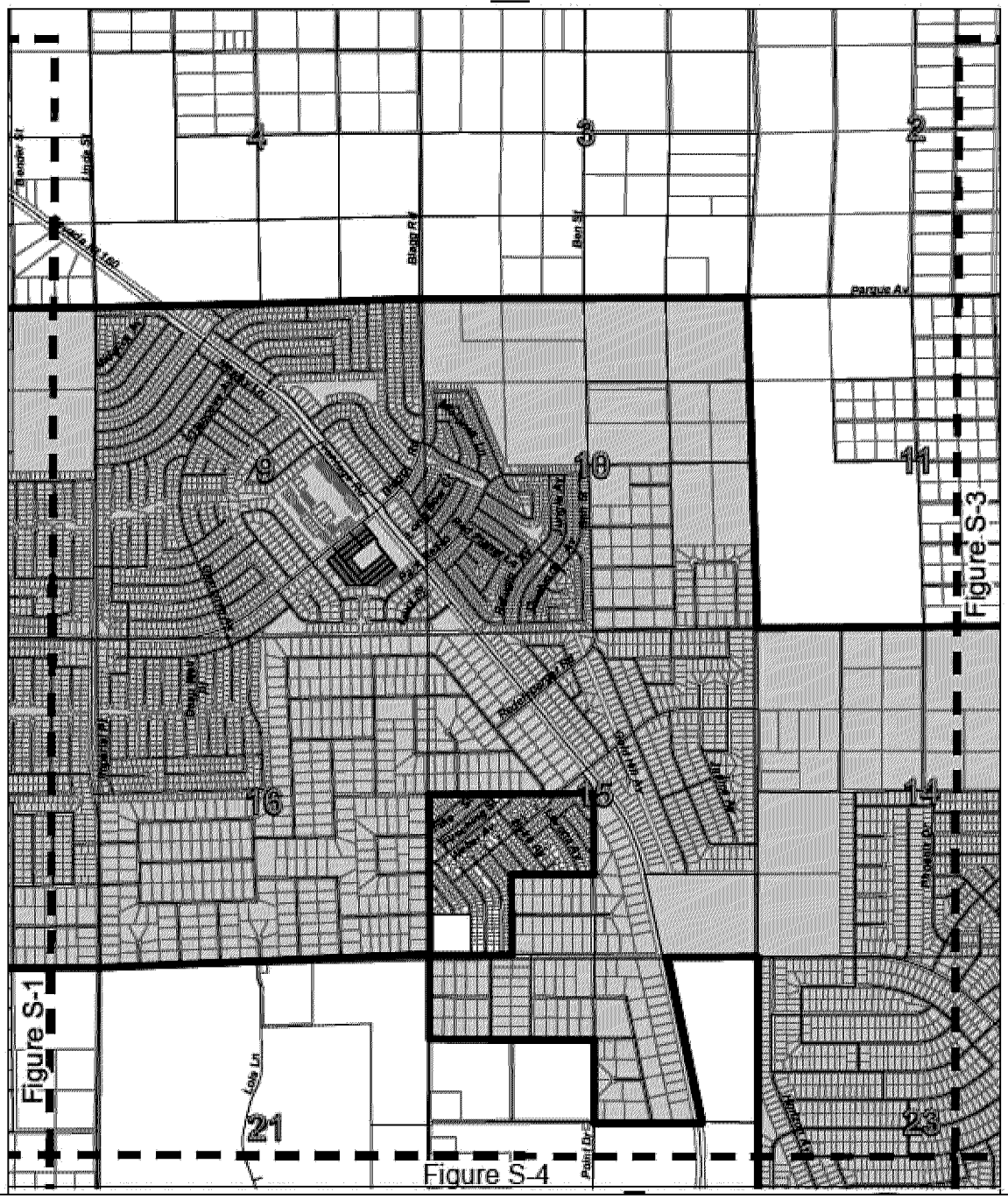
Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-3



Issued:
Effective:
Advice No.:

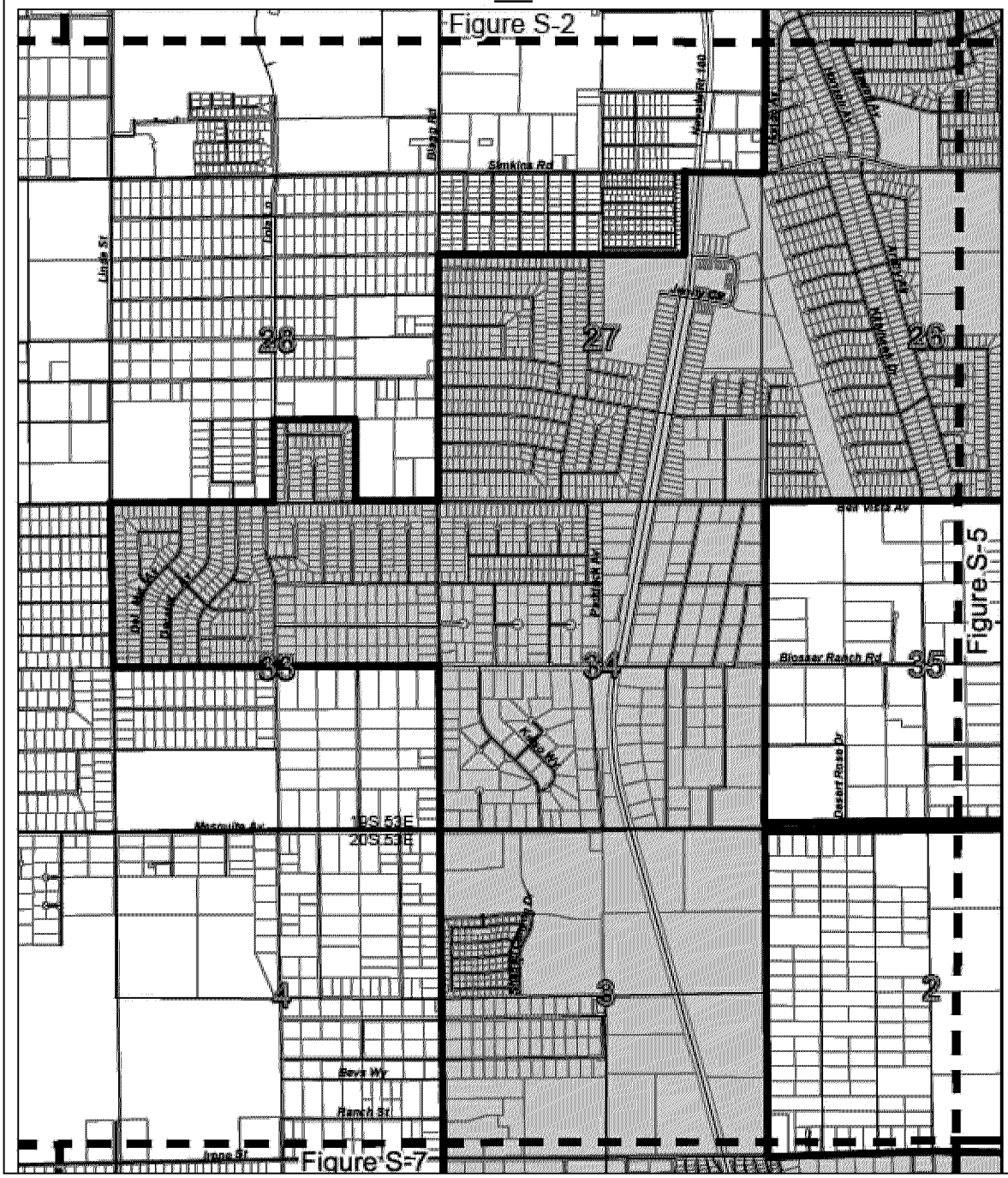
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Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-4



Issued:
Effective:
Advice No.:

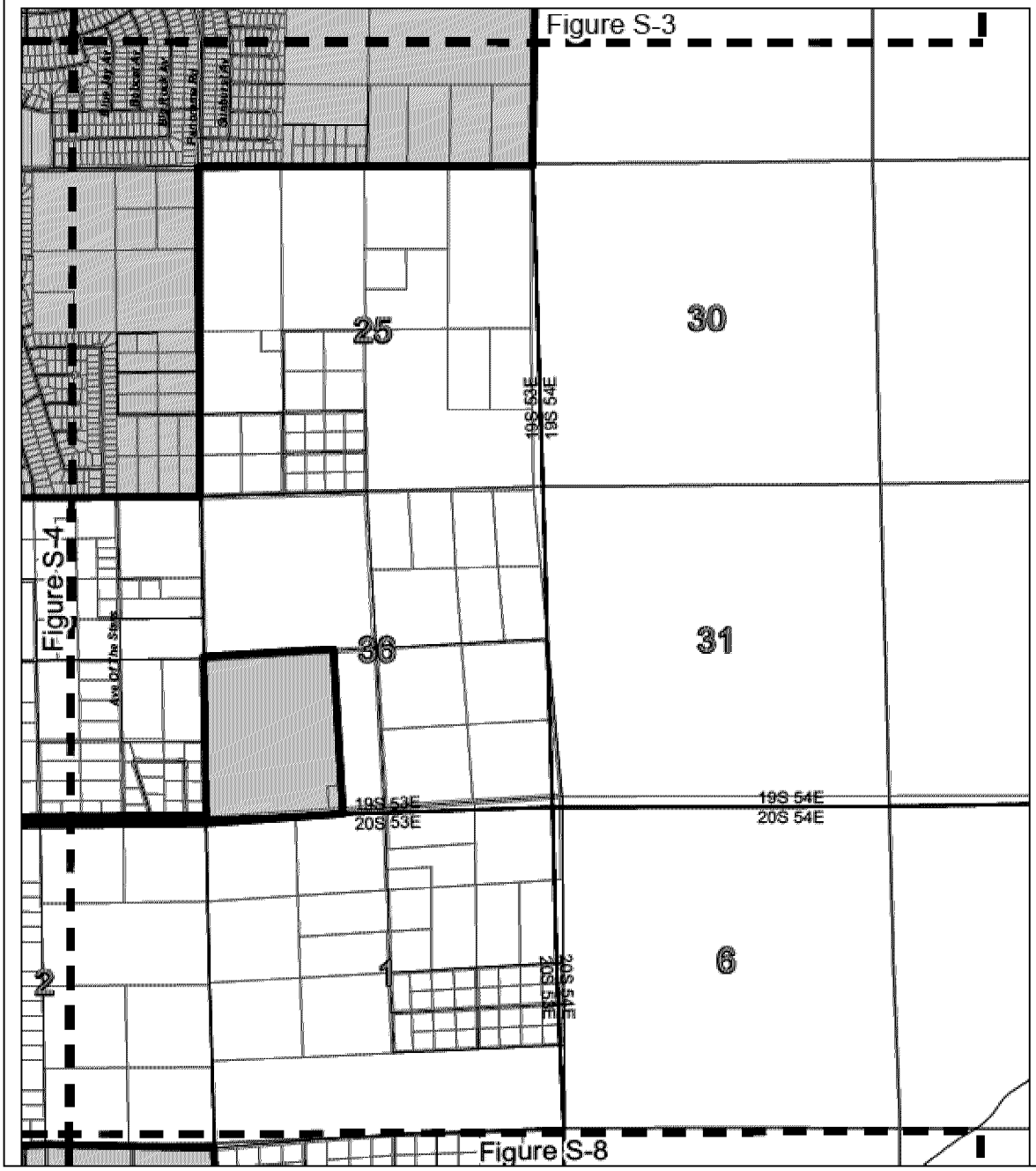
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Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-5



Issued:
Effective:
Advice No.:

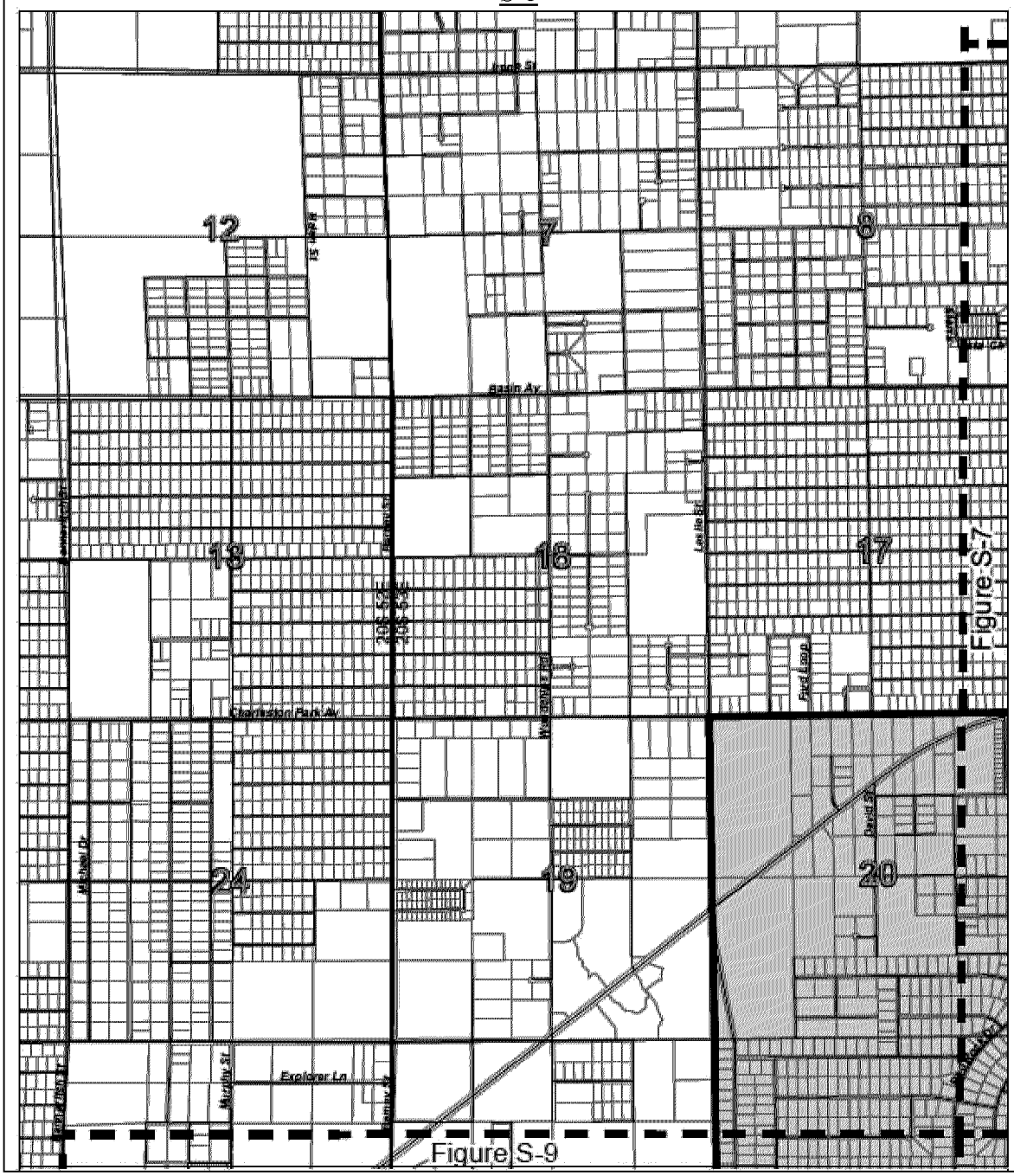
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Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-6



Issued:
Effective:
Advice No.:

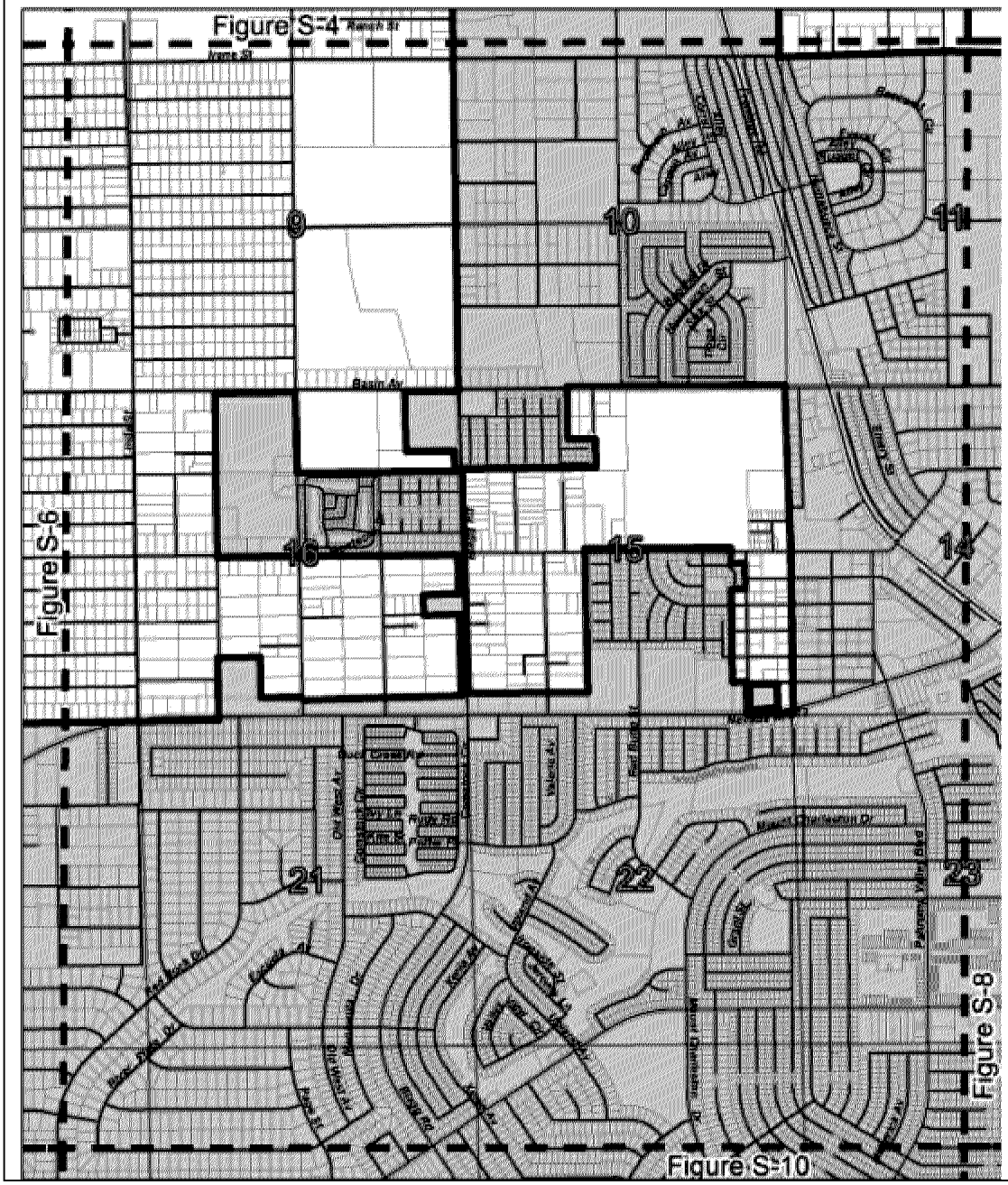
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Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-7



Issued:
Effective:
Advice No.:

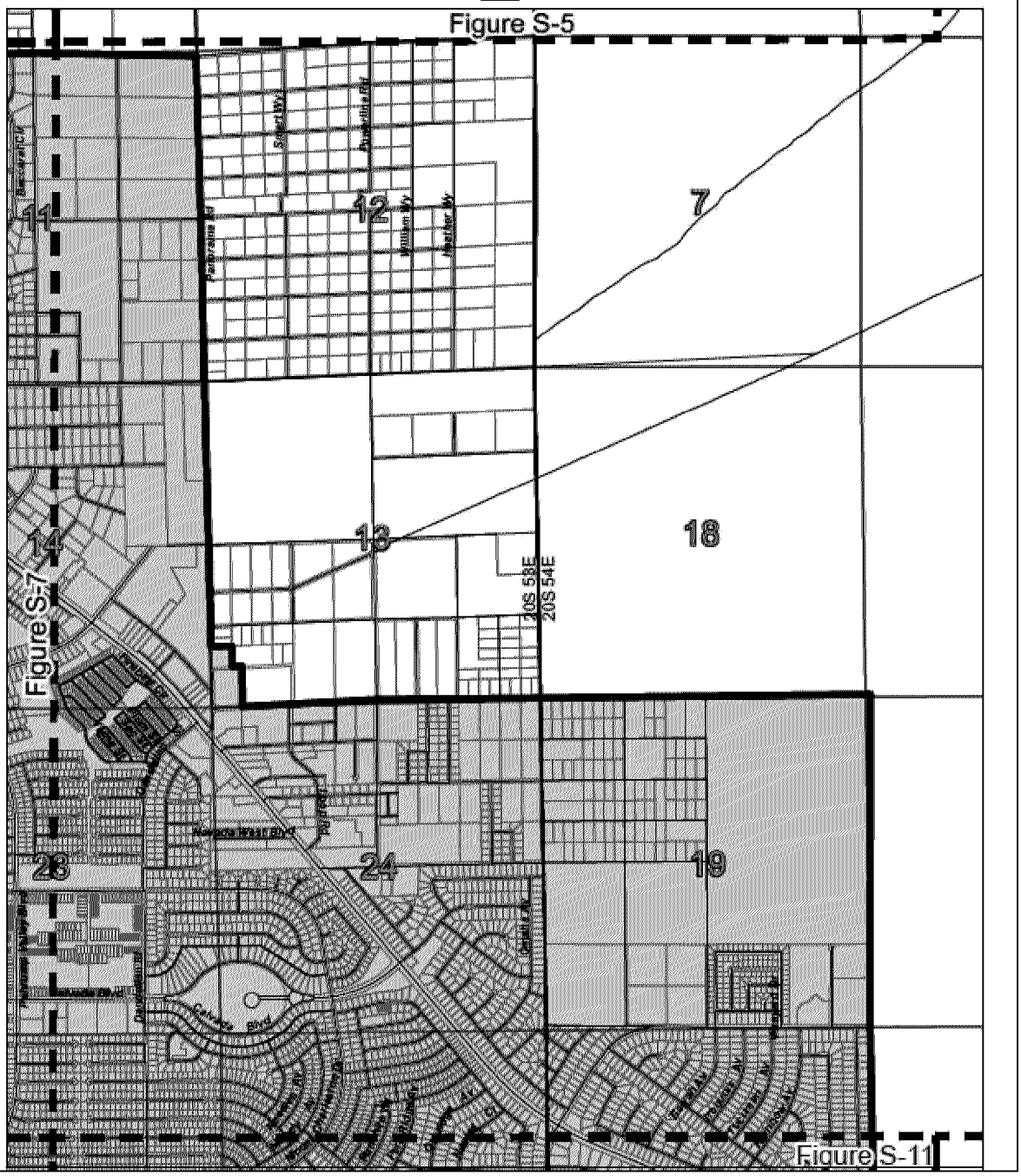
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Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-8



Issued:
Effective:
Advice No.:

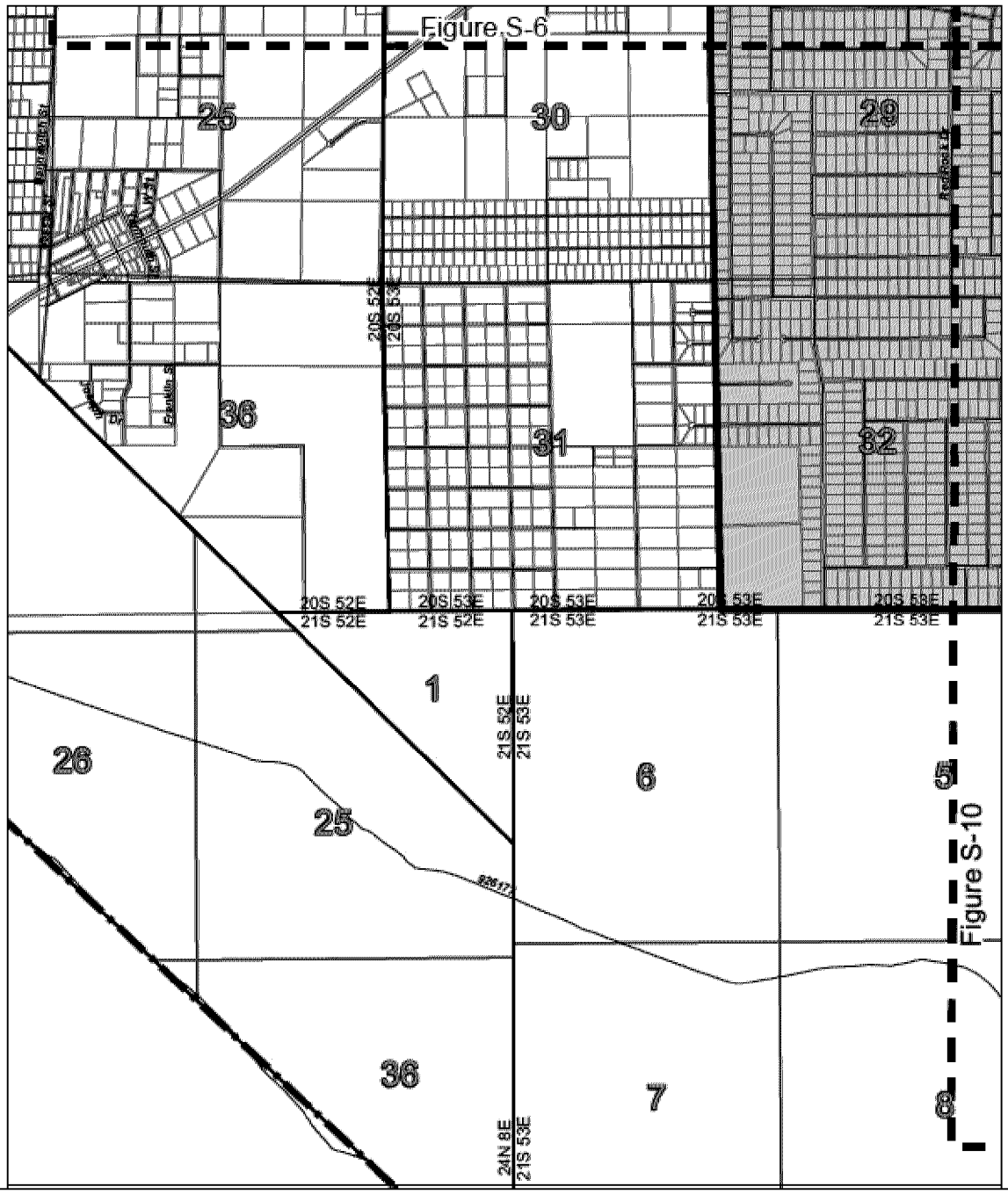
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Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-9



Issued:
Effective:
Advice No.:

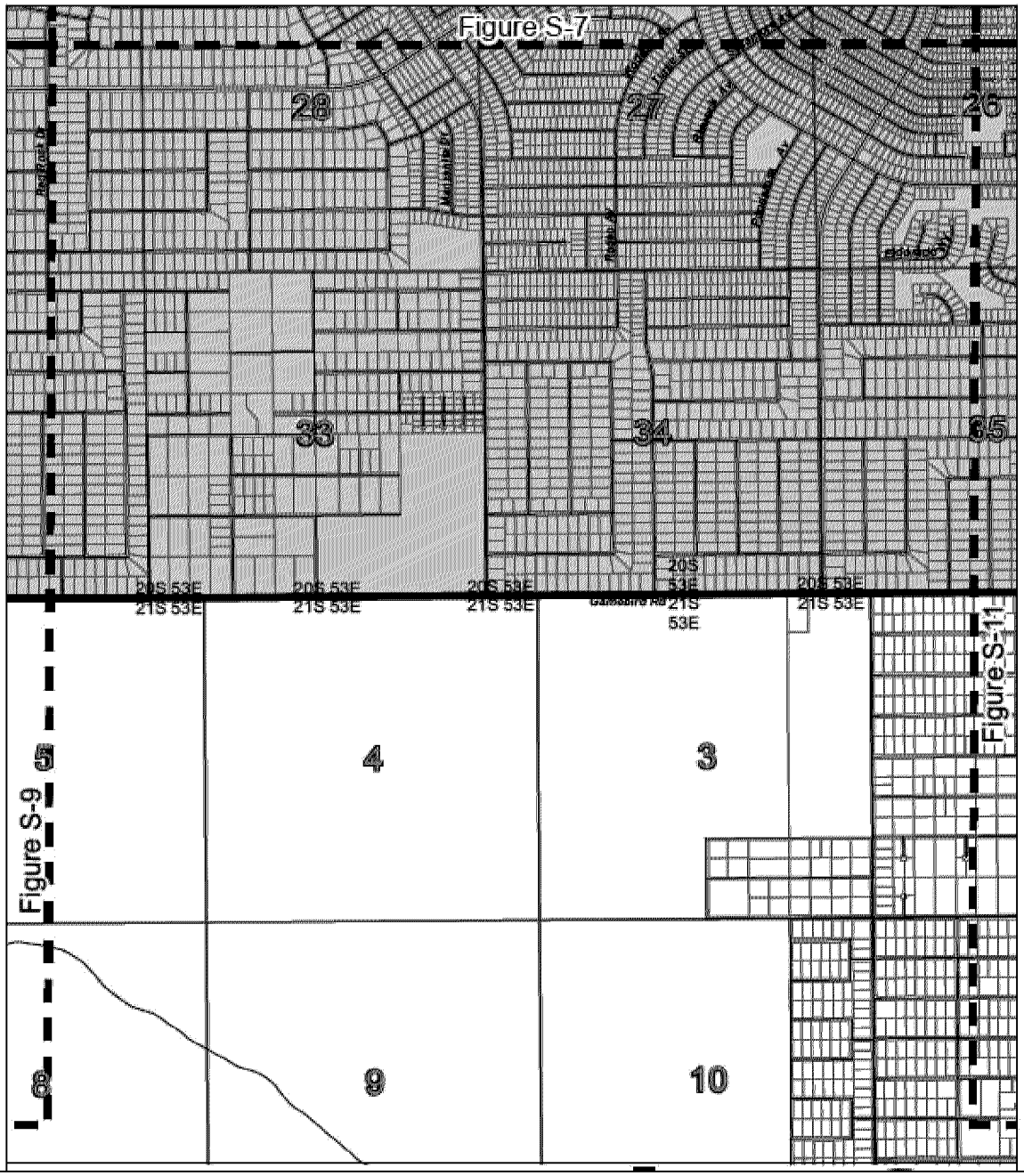
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Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-10



Issued:
Effective:
Advice No.:

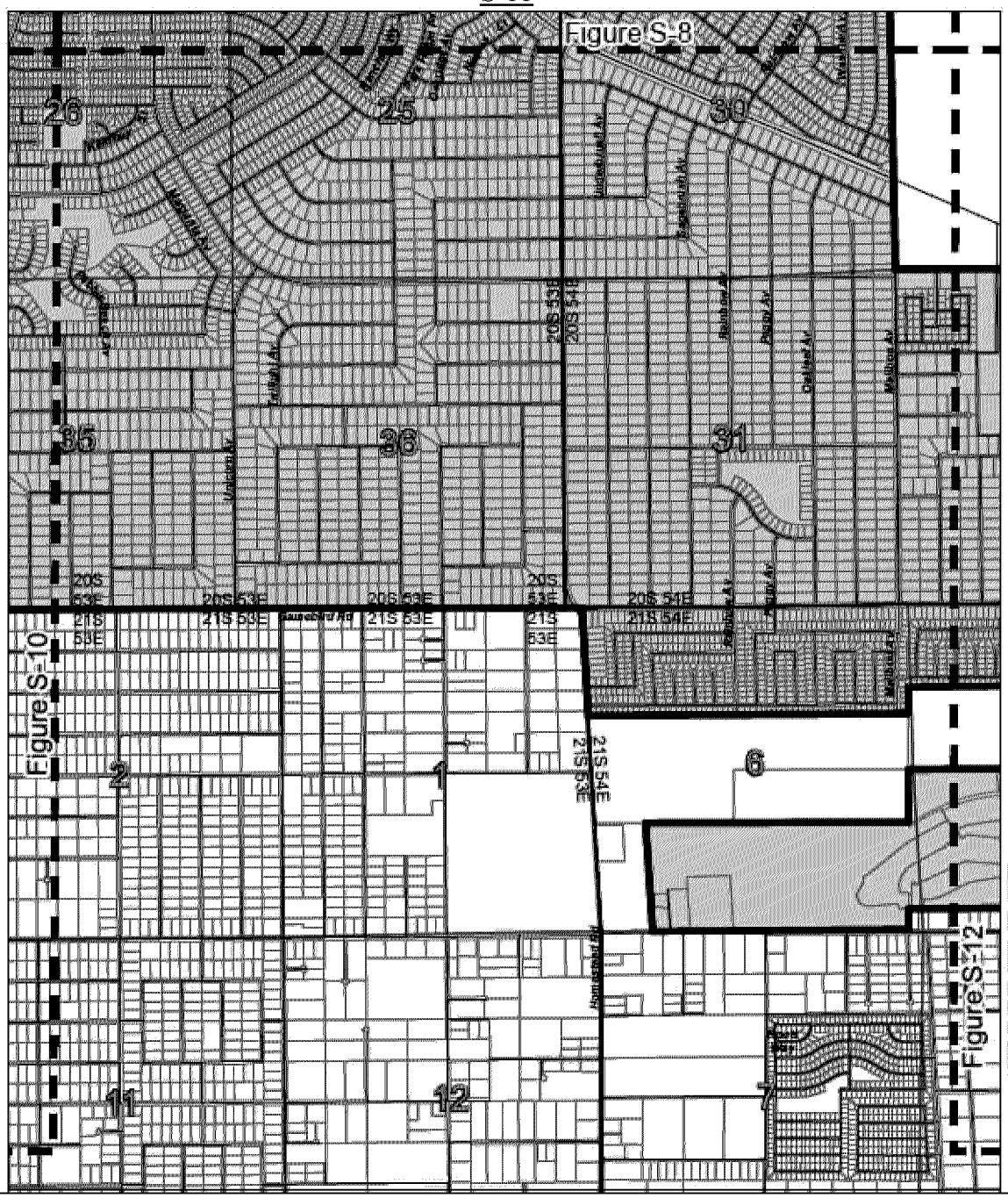
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Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-11



Issued:
Effective:
Advice No.:

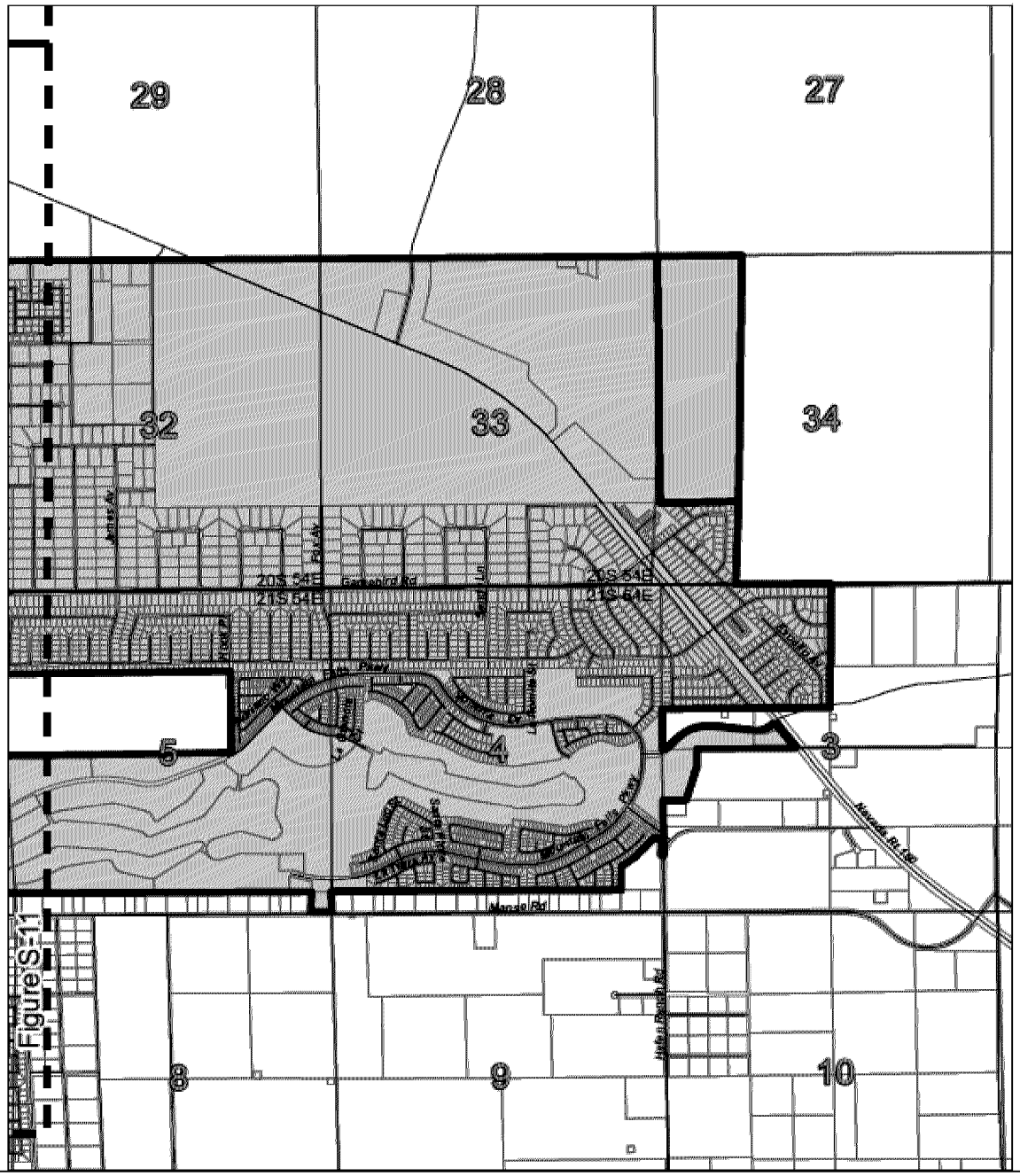
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Tariff No. 1-S (Sewer)

RULE NO. 17 (Continued)
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

A. MAPS (Continued)

S-12



Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION

The following describes the Sewer Service area for Utilities Inc., located in Nye County, Nevada,

All that certain real property located within a portion of Sections 7, 8, 9, 10, 14, 23, 24, 26, 27, 33, 34, and 36 of Township 19 South, Range 53 East, M.D.M., Sections 3, 10, 11, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35, and 36 of Township 20 South, Range 53 East, M.D.M., Sections 19, 30, 31, 32, 33, and 34 of Township 20 South, Range 54 East, M.D.M., Sections 3, 4, 5, and 6 of Township 21 South, Range 54 East, M.D.M., all in Nye County, Nevada more particularly described as follows:

Beginning at the Northwest Corner of Section 7, Township 19 South, Range 53 East, M.D.M., Nye County, Nevada; Thence departing said corner, North 89°43'37" East, along the North line of said Section 7, a distance of 5338.39 feet to the Northeast corner of said Section 7, said corner being common to Sections 5, 6, 7, and 8, of said Township 19 South, Range 53 East;

Thence departing said corner, North 89°24'44" East, along the North line of said Section 8, a distance of 5346.91 feet to the Northeast corner of said Section 8, said corner being common to Sections 4, 5, 8, and 9 of said Township 19 South, Range 53 East;

Thence departing said corner, North 88°31'22" East along the North line of said Section 9, a distance of 5208.72 feet to the Northeast corner of said Section 9, said corner being common to Sections 3, 4, 9, and 10 of said Township 19 South, Range 53 East;

Thence departing said corner North 89°48'09" East, along the North line of said Section 10, a distance of 5287.05 feet to the Northeast Corner of said Section 10, said corner being common to Sections 2, 3, 10, and 11 of said Township 19 South, Range 53 East ;

Thence departing said corner, South 01°44'11" East, along the East line of said Section 10, a distance of 5321.75 feet to the Southeast corner of said Section 10, said corner being common to Sections 10, 11, 14 and 15 of said Township 19 South, Range 53 East;

Thence departing said corner, North 89°28'26" East, along the North line of said Section 14, a distance of 5326.43 feet to the Northeast corner of said Section 14, said corner being common to Sections 11, 12, 13, and 14 of said Township 19 South, Range 53 East ;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence departing said corner, South 00°09'05" West, along the East line of said Section 14, a distance of 5325.58 feet to the Southeast corner of said Section 14, said corner being common to Sections 13, 14, 23, and 24 of said Township 19 South, Range 53 East;

Thence departing said corner, North 89°21'49" East, along the North line of said Section 24, a distance of 5234.11 feet to the Northeast corner of said Section 24, said corner being common to Sections 13 and 24 of said Township 19 South, Range 53 East and Sections 18 and 19 of Township 19 South, Range 54 East, M.D.M., Nye County, Nevada;

Thence departing said corner, South 00°48'31" West, along the West line of Section 24, said line being the line between said Range 53 East and said Range 54 East, a distance of 5338.30 feet to Southeast corner of said Section 24, said corner being common to Section 24 and 25 of said Township 19 South, Range 53 East and Sections 19 and 30 of said Township 19 South, Range 54 East;

Thence departing said corner, South 89°52'31" West, along the South line of said Section 24, a distance of 5315.55 feet to the Southwest corner of said Section 24, said corner being common to Sections 23, 24, 25, and 26 of said Township 19 South, Range 54 East;

Thence South 00°26'40" East, along the East line of said Section 26, a distance of 5410.97 feet to the Southeast corner of said Section 26, said corner being common to Sections 25, 26, 35 and 36 of said Township 19 South, Range 54 East;

Thence departing said corner, South 89°41'38" West, along the South line of said Section 26, a distance of 5166.61 feet to the Southwest corner of said Section 26, said corner being common to Sections 26, 27, 34 and 35 of said Township 19 South, Range 54 East;

Thence departing said corner, South 00°14'33" West, along the East line of Section 34, a distance of 5244.60 feet to a point coincident with the Northerly Right of Way line of Mesquite Avenue;

Thence departing said point, North 89°26'18" East, along said northerly right of Way line, a distance of 5281.46 feet, to a point on the West section line of said Section 35, said point being coincident with the center line of Panorama Road;

Thence departing said point, North 00°47'30" West, along said centerline of Panorama Road, a distance of 2605.75 feet, to the East Quarter corner of said Section 35, said corner being the West Quarter corner of Section 36;

Thence departing said corner, North 86°30'12" East, along the Center Section line of said Section 36, a distance of 2063.79 feet to the Northeast corner of the West Half (W1/2) of the
East Half (E1/2) of the Southwest Quarter (SW1/4) of said Section 36;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence departing said corner, South 03°11'15" East, along the East line of said West Half (W1/2), a distance of 2655.46 feet to the Southeast corner of said West Half (W1/2). Said point being coincident with the North line Section 1, of Township 20 South, Range 53 East, Nye County, Nevada;

Thence departing said corner, South 86°10'34" West, along the South line of said Section 36, said line being coincident with the Township line between said Township 19 South and said Township 20 South, a distance of 2176.05 feet, to the Southwest corner of said Section 36, said corner being common to Sections 35 and 36 of said Township 19 South, Range 53 East and Sections 1 and 2 of said Township 20 South, Range 53 East,;

Thence departing said corner, South 89°14'41" West, along the South line of said Section 35, a distance of 5282.29 feet to the Southwest corner of said Section 35, said corner being common to Sections 34 and 35 of said Township 19 South, Range 53 East and Sections 2 and 3 of said Township 20 South, Range 53 East;

Thence departing said corner, South 00°33'43" East, along the West line of said Section 2, a distance of 5356.30 feet, to the Southwest corner of said Section 2, said corner being common to Sections 2, 3, 10 and 11 of said Township 20 South, Range 53 East;

Thence departing said corner, North 88°04'49" East, along the South line of said Section 2, a distance of 2721.18 feet, to the South Quarter corner of said Section 2, said corner being the North Quarter corner of said Section 11;

Thence departing said corner, South 88°55'58" East, continuing along the South line of said Section 2, a distance of 2637.05 feet, to the Southeast corner of said Section 2, said corner being common to Sections 1, 2, 11, and 12 of said Township 20 South, Range 53 East;

Thence departing said corner, South 01°32'25" East, along the East line of said Section 11, a distance of 5352.99 feet, to the Southeast corner of said Section 11, said corner being common to Sections 11, 12, 13, and 14 of said Township 20 South, Range 53 East;

Thence South 01°24'12" East, a distance of 4338.43 feet to the Northwest corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 13; Thence departing said point, North 87°24'09" East along the North line of said Southwest Quarter, a distance of 336.81 feet to the Northeast corner of said Southwest Quarter (SW1/4);

Thence South 00°26'14" East, along the East line of said Southwest Quarter (SW1/4), a distance of 335.06 feet to the Southeast corner of said Southwest Quarter (SW1/4);

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence North 88°26'08" East, along the North line of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 13,a distance of 169.20 feet to the Northeast corner of said Southwest Quarter (SW1/4);

Thence departing said corner, South 01°03'26" East along the East line of said Southwest Quarter (SW1/4), 664.27 feet to the Southeast corner of said Southwest Quarter (SW1/4), said point being on the South line of said Section 13; Thence North 86°52'56" East, along the South line of said Section 13, 2188.14 feet to the South Quarter corner of Section 13, said point also being the North Quarter corner of Section 24 of said Township 20 South, Range 53 East;

Thence departing said corner, North 89°34'06" East, along the South line of said Section 13, a distance of 2706.25 feet to the Southeast corner of said Section 13, said corner being common to Sections 13 and 24 of said Township 20 South, Range 53 East and Sections 18 and 19 of Township 20 South, Range 54 East, M.D.M., Nye County, Nevada;

Thence North 89°20'57" East, along the North line of said Section 19, a distance of 5395.78 feet to the Northeast corner of said Section 19, said corner being common to Sections 17, 18, 19 and 20 of said of Township 20 South, Range 54 East;

Thence departing said corner, South 00°07'21" West, along the East line of said Section 19, 5457.75 feet to the Southeast corner of said Section 19, said corner being common to Sections 19, 20, 29 and 30 of said of Township 20 South, Range 54 East;

Thence departing said corner, South 01°12'38" East, along the east line of said Section 30, a distance of 5326.70 feet to the Southeast corner of said Section 30, said corner being common to Sections 29, 30, 31, and 32 of said of Township 20 South, Range 54 East;

Thence departing said corner, North 89°39'45" East, along the North line of said Section 32, a distance of 5278.74 feet to the Northeast corner of said Section 32, said corner being common to Sections 28, 29, 32, and 33 of said of Township 20 South, Range 54 East;

Thence departing said corner, North 89°34'12" East, along the North line of said Section 33, a distance of 5389.03 feet to the Northeast corner of said Section 33, said corner being common to Sections 27, 28, 33 and 34 of said of Township 20 South, Range 54 East;

Thence departing said corner, South 00°35'43" East, along the East line of said Section 33,4017.39 feet to the Northwest corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 34;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence departing said corner, North 89°02'52" East, along the North line of said Southwest Quarter (SW1/4), a distance of 1252.88 feet to the Northeast corner of said Southwest Quarter (SW1/4);

Thence departing said corner, South 01°51'18" West, along the East line of said Southwest Quarter (SW1/4), a distance of 1351.15 feet to the Southeast corner of said Southwest Quarter (SW1/4), said corner also being on the North line of Section 3, Township 21 South, Range 54 East, M.D.M., Nye County, Nevada;

Thence departing said corner, North 89°35'54" East, along the North line of Said Section 3, a distance of 1510.54 feet to the North Quarter corner of said Section 3;

Thence departing said corner, South 00°22'06" West, along the center section line of said Section 3, a distance of 2013.00 feet to the Northeast corner of the South Half (S1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 3;

Thence departing said corner departing said corner, South 89°30'52" West, along the North line of the South Half (S1/2) of the South Half (S1/2) of the Northwest Quarter (NW1/4) of said Section 3, a distance of 2674.21 feet to the Northwest corner of said South Half (S1/2) of said Section 3;

Thence departing said corner, South 00°42'23' East, along the West line of said Section 3, a distance of 675.00 feet to the West quarter corner of said Section 3;

Thence departing said corner, North 72°22'00" East a distance of 56.58 feet to a point;

Thence North 44°54'54" East a distance of 152.08 feet to a point;

Thence North 47°07'08" East a distance of 146.21 feet to the beginning of a 627.29 foot radius curve;

Thence along the arc of a 627.29 foot radius curve to the right, through a central angle of 20 °26'18" and arc distance of 146.21 feet to a point of compound curvature;

Thence along the arc of a 644.70 foot radius curve to the right, through a central angle of 18°00'51", an arc distance of 202.70 feet to a point;

Thence departing said point, North 88°48'54" East a distance of 139.18 feet to the beginning of a 971.35 foot radius curve;

Thence along the arc of a 971.35 foot radius curve to the right, through a central angle of 13°45'14", an arc distance of 233.17 feet to a point;

Thence departing said point, South 83°37'29" East a distance of 418.72 feet to the beginning of a 395.45 foot radius curve;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence along the arc of a 395.45 foot radius curve to the left, through a central angle of 41°02'17" an arc distance of 283.24 feet;

Thence North 51°51'29" East a distance of 91.86 feet to a point on the Southwesterly Right of Way line of State Highway 160;

Thence departing said point, South 38°26'59" East, along said Southwesterly Right of Way line, a distance of 539.47 feet to a point on the center of section line of said Section 3;

Thence departing said point, South 89°42'31" West, along said center of section line, a distance of 1575.51 feet to a point;

Thence departing said center of section line, South 00°18'23" East a distance of 282.58 feet to a point;

Thence departing said point, South 17°26'07" West a distance of 578.66 feet to a point;

Thence departing said point, South 89°49'27" West a distance of 365.40 feet to a point on the West line of said Section 3;

Thence departing said point, South 00°54'39" East, along the West line of said Section 3, a distance of 897.31 feet to a point;

Thence departing said West line, North 87°34'33" West a distance of 45.89 feet to a point;

Thence departing said point, North 02°46'15" East a distance of 218.32 feet to a point;

Thence departing said point, North 52°22'54" West a distance of 129.82 feet to a point;

Thence departing said point, South 43°27'24" West a distance of 182.49 feet to the beginning of a 2081.55 foot radius curve.

Thence along the arc of a 2081.55 foot radius curve to the right, through a central angle of 15°08'31", an arc distance of 550.10 feet to a point;

Thence departing said point, South 00°47'00" West a distance of 386.31 feet to a point;

Thence departing said point, South 89°40'00" West a distance of 4605.98 feet to a point on the West line of Section 4, Township 21 South, Range 54 East, M.D.M., Nye County, Nevada;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence departing said point, South 00°49'54" East, along said West line of said Section 4, a distance of 326.61 feet to the Southwest corner of said Section 4, said corner being common to Sections 4, 5, 8, and 9 of said Township 21 South, Range 54 East;

Thence departing said corner, South 89°44'21" West, along the South line of said Section 5, distance of 329.61 feet to a point;

Thence departing said South line, North 00°43'41" East a distance of 330.83 feet to a point;

Thence departing said point, South 89°39'14" West a distance of 4939.99 feet to a point on the West line of said Section 5;

Thence departing said point, South 00°07'01"East, along said West line, a distance of 331.38 feet to the Southwest corner of said Section 5, said corner being common to Sections 5, 6, 7, and 8 Township 21 South, Range 54 East;

Thence departing said corner, South 89°36'08" West, along the South line of said Section 6, a distance of 4128.17 feet;

Thence departing said South line, North 03°43'07" West a distance of 1749.52 feet to a point;

Thence departing said point, North 89°49'11" East a distance of 4239.94 feet to a point on the West line of said Section 5;

Thence departing said point, North 00°33'12" West, along said West line of Section 5, a distance of 850.88 feet to the West quarter corner of Said Section 5, said point also being the East quarter corner of said Section 6;

Thence departing said corner, North 89°36'49" East, a distance of 1442.37 feet to a point;

Thence departing said point, North 88°57'33" East, a distance of 2227.26 feet to a point;

Thence departing said point, North 00°25'23" West, a distance of 1324.66 feet to a point;

Thence departing said point, South 89°13'26" West, a distance of 3660.39 feet to a point on the East line of said Section 6;

Thence departing said point, South 00°02'25" East, along said East line of Section 6, a distance of 425.42 feet to a point;

Thence departing said East line, South 89°39'22" West a distance of 5153.92 feet to a point on the west line of said Section 6;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence departing said point, North 03°17'10" West, along the West line of said Section 6, a distance of 1741.55 feet to the Northwest corner of said Section 6, said corner being common to Section 1, Township 21 South, Range 53 East, M.D.M., Nye County, Nevada;

Thence departing said corner, South 89°50'09" West, along the North line of Said Section 1, a distance of 4859.80 feet to the Northwest corner of said Section 1, said corner being common to Sections 1 and 2 of said Township 21 South, Range 53 East;

Thence departing said corner, South 89°41'37" West, along the north line of said Township 21 South, Range 53 East, a distance of 6033.71 feet to the Southeast corner of Section 34, of said Township 20 South, Range 53 East said corner being common to Sections 34 and 35;

Thence departing said corner, South 89°35'58" West, along the South line of said Section 34, a distance of 5334.63 feet to the Southwest corner of said Section 34, said corner being common to Section 33, of said Township 20 South, Range 53 East;

Thence departing said corner, South 89°32'55" West, along the South line of said Section 33, a distance of 2667.68 feet to the South Quarter corner of said Section 33;

Thence departing said corner, South 89°32'55" West, along said South line, a distance of 1866.25 feet to the Northeast corner of Section 5, Township 21 South, Range 53 East, M.D.M., Nye County, Nevada, said corner being common to Sections 4 and 5 of said Township 21 South, Range 53 East;

Thence departing said corner, South 89°52'14" West, along the North line of said Section 5, a distance of 4457.07 feet to a point being at the center line of Winchester Avenue;

Thence departing said centerline, North 89°55'59" West, along said North line, a distance of 1659.01 feet to the Southwest corner of Section 32, of said Township 20 South, Range 53 East, M.D.M., said corner being common to Section 31 of said Township 20 South, Range 53 East;

Thence departing said corner, North 01°09'03" West, along the West line of said Section 32, a distance of 5316.12 feet to the Northwest corner of said Section 32, said corner being common to Sections 29, 30, 31, and 32 of Said Township 20 North, Range 53 East;

Thence departing said corner, North 00°56'10" West, along the West line of said Section 29, a distance of 5317.49 feet to the Northwest corner of said Section 29, said corner being common to Sections 19, 20, 29, and 30 of Said Township 20 North, Range 53 East;

Thence departing said corner, North 00°57'03" West, along the West line of said Section 20, a distance of 5294.40 feet to the Northwest corner of said Section 20, said corner being common to Sections 17, 18, 19, and 20 of Said Township 20 North, Range 53 East;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence departing said corner, North 89°06'19" East, along the North line of said Section 20, a distance of 5280.26 feet to the Northeast corner of said Section 20, said corner being common to Sections 16, 17, 20 and 21 of Said Township 20 North, Range 53;

Thence departing said corner, North 89°25'58" East along the South line of Said Section 16, a distance of 1312.73 feet to the West 1/16TH corner of Said Section 16;

Thence departing said corner, North 01°13'58" West along the sixteenth line of the Southwest Quarter (SW1/4) of said Section 16, a distance of 1003.28 feet to a point;

Thence departing said point, North 87°10'32" East a distance of 697.13 feet to a point;

Thence departing said point, South 01°08'39" East a distance of 669.33 feet to a point;

Thence departing said point, North 88°53'49" East a distance of 637.50 feet to a point on the Westerly Right of Way line of Lola Lane;

Thence departing said point, South 53°03'24" East a distance of 79.01 feet to a point on the Easterly Right of Way line of Lola Lane;

Thence departing said Right of Way line, North 88°21'39" East a distance of 2561.94 feet to a point;

Thence departing said point, North 01°37'18" West a distance of 1316.96 feet to a point;

Thence departing said point, South 88°35'50" West a distance of 579.24 feet to a point;

Thence departing said point, North 01°28'12" West a distance of 330.00 feet to a point;

Thence departing said point, North 88°21'26" East a distance of 577.95 feet to a point;

Thence departing said point, North 01°32'23" West a distance of 632.73 feet to a point on the Southerly Right of Way of Wilson Road;

Thence departing said point, South 89°23'57" West, along said Southerly Right of Way line, a distance of 3909.72 feet to a point on the centerline of Margaret Street;

Thence departing said Right of Way line, North 00°47'40" West, along the sixteenth line of the Northwest Quarter (NW1/4) of said Section 16, a distance of 2666.06 feet to a point on the Southerly Right of Way line of Basin Road;

Thence departing said point, North 89°19'52" East, along said southerly Right of Way line, a distance of 1310.81 feet to a point on the center section line of said Section 16;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence departing said Right of Way line, South 01°13'22" East, along said center section line, a distance of 1300.20 feet to the Southwest corner of the North Half (N1/2) of the Northeast Quarter (NE1/4) of said Section 16;

Thence departing said corner, North 89°38'45" East, along the South line of said North Half, a distance of 2556.05 feet to a point;

Thence departing said point, North 01°07'24" West a distance of 331.56 feet to a point;

Thence departing said point, South 89°44'37" West a distance of 781.22 feet to a point;

Thence departing said point, North 01°25'29" West a distance of 965.96 feet to a point on the Southerly Right of Way line of Basin Road;

Thence departing said point, North 89°40'58" East, along said Right of Way line, a distance of 873.74 feet to appoint on the East line of said Section 16, said point being on the centerline of Blagg Road;

Thence departing said point, North 00°54'30" West, along said centerline of Blagg Road, a distance of 5397.27 feet to the Northwest corner of Section 10, Township 20 South, Range 53 East, M.D.M., Nye County, Nevada, said corner being common to Sections 3, 4, 9, and 10 of said Township 20 South, Range 53 East;

Thence departing said corner, North 00°36'42" West, along the West line of said Section 3, a distance of 5340.64 feet to the Southeast corner of Section 33, Township 19 South, Range 53 East, M.D.M., Nye County, Nevada, said corner being common to Sections 33 and 34 of said Township 19 South, Range 53 East and Sections 3 and 4 of Township 20 South, Range 53 East, M.D.M., Nye County, Nevada;

Thence departing said corner, North 00°20'37" West, along the East line of said Section 33, a distance of 2693.14 feet to the East Quarter corner of said Section 33, said corner also being the West Quarter corner of said Section 34;

Thence departing said corner, South 89°45'45" West, along the center section line of said Section 33, a distance of 5300.75 feet to the West quarter corner of said Section 33, said point also being the East Quarter corner of Section 32 of said Township 19 South, Range 53 East;

Thence departing said corner, North 01°00'02" West, along the West line of said Section 33, a distance of 2679.85 feet to the Southeast corner of Section 28, of said Township 19 South, Range 53 East;

Thence departing said corner, North 89°35'03" East, along the South line of said Section 28, a distance of 2654.31 feet to the South Quarter corner of said Section 28, said corner also being the North Quarter corner of said Section 33 of said Township 19 South, Range 53 East;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence departing said corner, North 00°08'20" East, along the center section line of said Section 28, a distance of 1328.83 feet to Northwest corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of said Section 28;

Thence departing said corner, North 89°23'10" East, along the North line of said Southwest Quarter (SW1/4), a distance of 1330.21 feet to the Northeast corner of said Southwest Quarter (SW1/4);

Thence departing said corner, South 00°04'32" East, along the East line of said Southwest Quarter (SW1/4), a distance of 1330.45 feet to the Southeast corner of said Southwest Quarter (SW1/4);

Thence departing said corner, North 89°41'00" East, along the South line of said Section 28, a distance of 1341.99 feet to the Southeast corner of said Section 28, said corner being common to Sections 27, 28, 33 and 34 of said Township 19 South, Range 53 East;

Thence departing said corner, North 00°02'57" East, along the West line of said Section 27, a distance of 4011.05 feet to the Southwest corner of the North Half (N1/2) of the North Half (N1/2) of said Section 27;

Thence departing said corner, South 89°54'13" East, along the South line of Said North Half (N1/2), a distance of 4010.70 feet to Southwest corner of the Northeast Quarter (NE1/4) of The Northeast Quarter (NE1/4) of said Section 27;

Thence departing said corner, North 00°30'09" East, along the West line of said Northeast Quarter (NE1/4), a distance of 1344.13 feet to a point on the North line of said Section 27;

Thence departing said point, South 89°37'44" East, along the North line of said Section 27, a distance of 1283.93 feet to the Southeast corner of Section 22, said corner being common to Sections 22, 23, 26 and 27 of said Township 19 South, Range 53 East;

Thence departing said corner, North 00°16'49" East, along the East line of said Section 22, a distance of 5351.12 feet to the Northeast corner of said Section 22, said corner being common to Sections 14, 15, 22 and 23 of said Township 19 South, Range 53 East;

Thence departing said corner, South 89°42'18" West, along the North line of said Section 22, a distance of 1460.00 feet to a point on the Easterly Right of Way line of State Highway 160;

Thence departing said point, South 11°47'29" East, along said Easterly Right of Way line, a distance of 2733.46 feet to a point on the center section line of said Section 22;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence departing said Easterly Right of Way line, South 89°51'56" West, along said center section line, a distance of 1749.85 feet to the Center Quarter corner of said Section 22;

Thence departing said corner, North 00°12'47" East, along the North center section line of said Section 22. A distance of 1341.16 feet to the Southeast corner of the North Half (N1/2) of the Northwest Quarter (NW1/4) of said Section 22;

Thence departing said corner, North 89°35'04" West, along the South line of said North Half (N1/2) a distance of 2657.81 feet to the Southwest corner of said North Half (N1/2);

Thence departing said corner, North 00°08'43" East, along the West line of said Section 22, a distance of 1372.40 feet to the Northwest corner of said Section 22, said corner being common to Sections 15, 16, 21, 22 of said Township 19 South, Range 53 East;

Thence departing said corner, South 87°39'24" West, along the South line of said Section 16, a distance of 5337.60 feet to the Southwest corner of said Section 16, said corner being common to Sections 16, 17, 20 and 21 of said Township 19 South, Range 53 East;

Thence departing said corner, South 89°44'07" West, along the South line of said Section 17, a distance of 5423.23 feet to the Southwest corner of said Section 17, said corner being common to Sections 17, 18, 19, and 20 of said Township 19 South, Range 53 East;

Thence departing said corner, North 88°45'14" West, along the South line of said Section 18, a distance of 5290.68 feet to the Southwest corner of said Section 18, said corner being common to said Sections 18 and 19 of said Township 19 South, Range 53 East and Sections 13 and 24 of Township 19 South, Range 52 East, M.D.M., Nye County, Nevada;

Thence departing said corner, North 00°23'42" West, along the West line of said Section 18, a distance of 5280.61 feet to the Northwest corner of said Section 18, said corner being common to Sections 7 and 18 of said Township 19 South, Range 53 East and Sections 12 and 13 of said Township 19 South, Range 52 East;

Thence departing said corner, North 00°15'09" East, along the West line of said Section 7, a distance of 5190.49 feet to the Northwest corner of said Section 7, said point being the **Point of Beginning**;

Excepting therefrom all that land lying within the following described parcel:

Beginning at the Southwest corner of Section 15, Township 19 South, Range 53 East, M.D.M., Nye County, Nevada, **Thence** North 00°13'24" West, along the West line of said Section 15, a distance of 2572.79 feet to the West Quarter corner of said Section 15;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence departing said corner, North 89°36'24" East, along the center section line of said Section 15, a distance of 2651.24 feet to the Center Quarter corner of said Section 15;

Thence departing said corner, South 00°07'12" East, along the South center section line of said Section 15, a distance of 1306.43 feet to the Northeast corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of said Section 15;

Thence departing said corner, South 89°57'02" West, along the North line of said Southeast Quarter (SE1/4), a distance of 1324.82 feet to the Northwest corner of said Southeast Quarter (SE1/4);

Thence departing said corner, South 00°09'17" East, along the West line of said Southeast Quarter (SE1/4), a distance of 1296.65 feet to the Southwest corner of said Southeast Quarter (SE1/4);

Thence departing said comer, North 89°25'35" West, along the South line of said Section 15, a distance of 1322.64 feet to the Southwest comer of said Section 15, said point being the **Point of Beginning:**

Further Excepting therefrom all that land lying within the following described parcel:

Commencing at the Southwest corner of Section 15, Township 20 South, Range 53 East, M.D.M., Nye County, Nevada; Thence North 01°34'42" West, a distance of 367.26 feet;

Thence North 88°25'18" East, a distance of 28.19 feet to a point on the Easterly Right of Way line of Blagg Road and the **Point of Beginning;**

Thence North 01°37'04" West, along said Easterly Right of Way line, a distance of 3636.85 feet;

Thence departing said Easterly Right of Way line, North 89°38'16" East, a distance of 2173.78 feet;

Thence North 01°09'09" West, a distance of 470.21 feet;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

Thence South 89°40'33" West, a distance of 444.35 feet;

Thence North 01°07'27" West, a distance of 859.30 feet to the centerline of Basin Road, said point also being on the North line of said Section 15;

Thence along said North line, North 89°46'54" East, a distance of 3534.35 feet to the Northeast Corner of said Section 15;

Thence South 02°12'19" East, along the East line of said Section 15, a distance of 2664.25 feet to the East quarter corner of said Section 15;

Thence continuing along said East line, South 00°51'10" East, a distance of 2669.52 feet to the Southeast corner of said Section 15;

Thence along said South line of said Section 15, South 89°43'11" West, a distance of 755.04 feet;

Thence departing said South line, North 00°49'48" West, along the westerly right of way line of Bolling Road, 521.80 feet to a point on the southerly right of way line of Fifth Street;

Thence along said southerly right of way line, South 88°59'16" West, 226.16 feet;

Thence departing aid southerly right of way line, North 00°47'11" West 1504.62 feet;

Thence North 89°08'59" East, a distance of 225.00 feet;

Thence North 00°50'37" West, a distance of 423.20 feet;

Thence South 89°09'05" West, a distance of 224.8 feet;

Thence North 00°50'37" East, a distance of 257.50 feet;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)
Thence South 89°45'16" West, a distance of 2372.85 feet;

Thence South 01°14'09" East, a distance of 2341.62 feet;

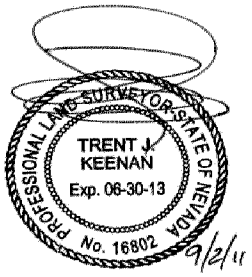
Thence South 89°49'47" West, 1941.62 feet to the **Point of Beginning**.

Service Area containing 27,794 Acres more or less.

This legal description was prepared using data provided to Diamondback Land Surveying by Utilities Inc. and is not intended to represent an actual survey on the ground.

Prepared by:
Diamondback Land Surveying
2980 S. Rainbow Blvd. Suite 210C
Las Vegas, Nevada 89146
(t) 888.594.DBLS
(o) 702.823.3257
(f) 702.933.9030

OC



Trent J. Keenan, PLS 16802

Spring Mountain Annexation
Parcel # 027-741-12 in the town of Pahrump, Nevada

Being the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 34, Township 20 South, Range 54 East, M.D.M, Nye County, Nevada.

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF PAHRUMP

B. LEGAL DESCRIPTION (continued)

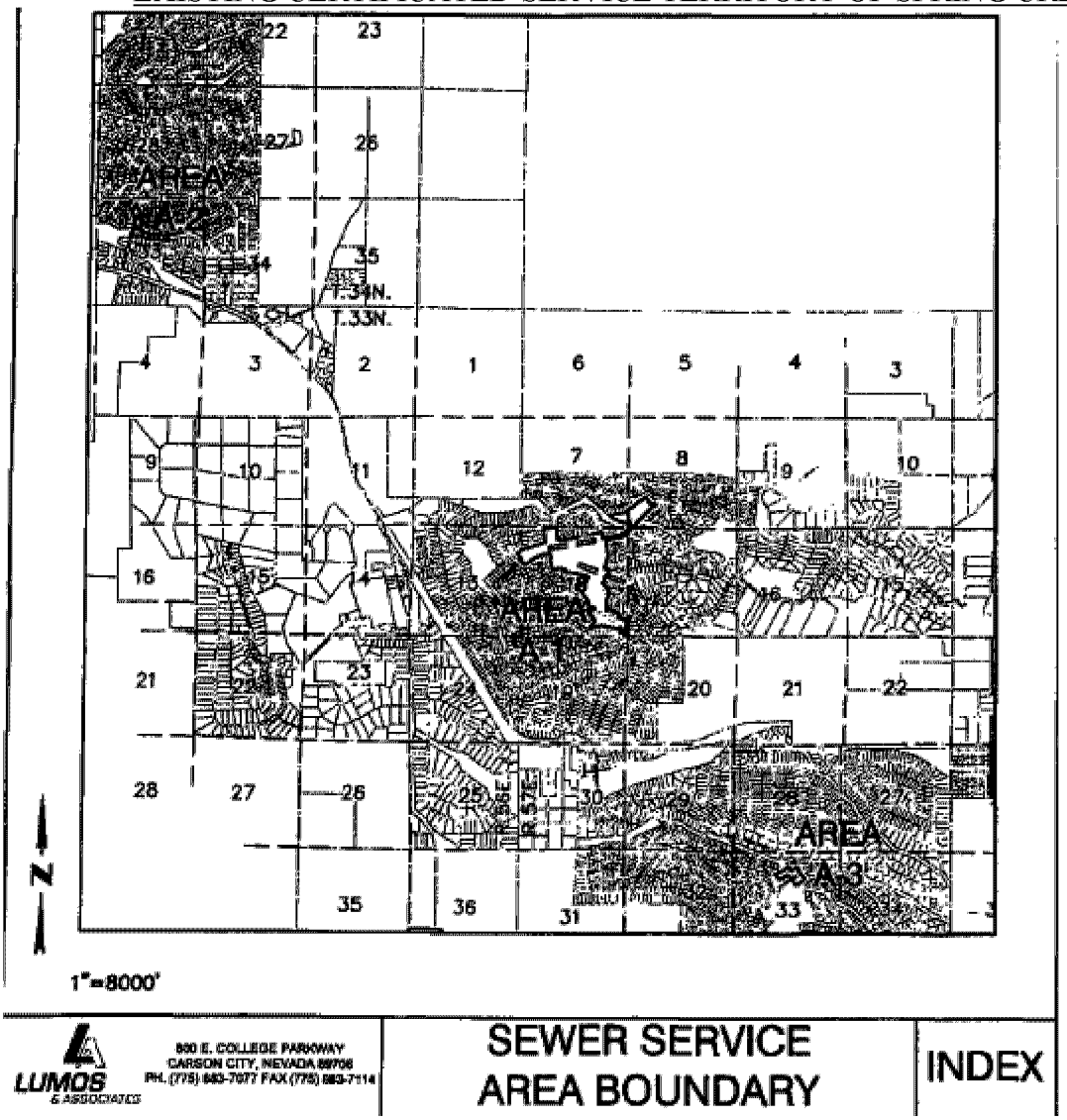
Tractor Supply Annexation
Parcel # 035-345-05 in the town of Pahrump, Nevada

Being a portion of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 53 East, M.D.M., Nye County, Nevada.

Tariff No. 1-S (Sewer)

RULE NO. 17

EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK



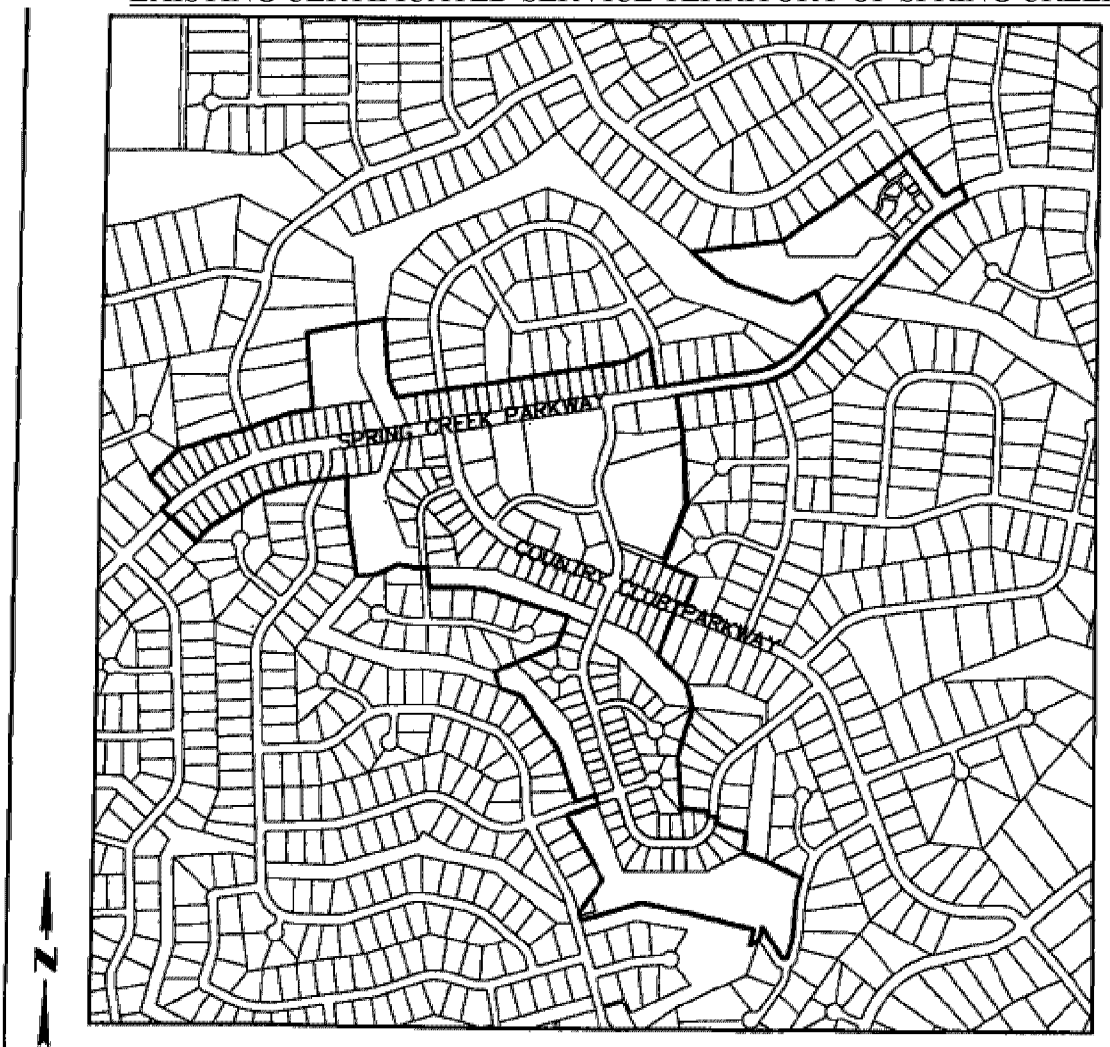
Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-S (Sewer)

RULE NO. 17

EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK



LUMOS & ASSOCIATES
308 E. COLLEGE PARKWAY
CARSON CITY, NEVADA 89706
PH. (775) 883-7077 FAX (775) 883-7114

SEWER SERVICE AREA BOUNDARY

A-1

Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
LEGAL DESCRIPTION – AREA 1

The Spring Creek Utility Co. Sewer Service Area 1 served lots within portions of Sections 7, 8, and 18, Township 33 North, Range 57 East and Section 13, Township 33 North, Range 56 East, recorded Spring Creek Tracts on record with the County of Elko, State of Nevada. These particular lots served by the area are as follows:

Lots No. 28 through 20, & Lot 80, Block 10;
Lots 14 through 30, Block 12;
Lots 17 through 24, Block 13;
All in Tract Number 102 as recorded in Elko County under Reception Number 60405.

Lots 2 through 13, Block 1;
Lots 1 through 15, 35 through 67, Block 2;
Lots 5 through 16, Block 4;
Lots 1 through 5, 20 through 49, Block 5;
All in Tract Number 106-A as recorded in Elko County under Reception Number 67542.

Lots 1 through 6, Block 1;
All in Tract Number 106-C as recorded in Elko County under Reception Number 67424.

All Lots in Tract Number 106-D as recorded in Elko County under Reception Number 72495.

The Service Area No. 1 is more particularly described as follows:

Commencing at the NW corner Lot 1, Block 1, Tract No. 106-A of the Spring Creek Subdivision which bears S70°39'14"E., 5,579.93 feet from the Section Corner common to Sections 11, 12, 13 and 14, Townships 33 North, Range 56 East.

Thence N44°49'00"E., 140 feet
Thence N45°11'00"W., 110 feet
Thence through a non tangent curve to the right through an arc length of 109.59 feet with a central angle of 3°03'31" and a radius of 2,055 feet to the SW corner of Lot 24, Block 13, Tract No. 102 of the Spring Creek Subdivision;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
LEGAL DESCRIPTION – AREA 1 (CONTINUED)

Thence N42°07'29"W., 270.09 feet to the NW corner Lot 24, Block 13;
Thence N44°49'00"E., 325.13 feet;
Thence N72°20'23"E., 555.13 feet to the NE corner Lot 17, Block 13, Tract No. 102;
Thence N70°20'00"E., 415.66 feet;
Thence N80°35'00"E., 700 feet to the NE corner of Lot 31, Block 10, Tract No. 102;
Thence S24°05'35"E., 253.26 feet to a point on the northerly right-of-way of Spring Creek Parkway;
Thence N80°38'00"E., 206.74 feet to the SW corner of Lot 30, Block 10, Tract No. 102;
Thence N24°05'35"W., 253.26 feet to the NW corner of Lot 30, Block 10, Tract No. 102;
Thence N80°35'00"E., 1,972.56 feet to the NE corner Lot 16, Block 12, Tract No. 102;
Thence N62°47'14"E., 231.06 feet to the ND corner Lot 14, Block 12, Tract No. 102;
Thence S09°25'00"E., 425.62 feet to a point on the southerly right-of-way of Spring Creek Parkway;
Thence N80°35'00"E., 99.99 feet;
Thence N09°25'00"W., 5 feet;
Thence N80°35'00"E., 60 feet to the NE corner of Tract No. 106-D of the Spring Creek Subdivision, Reception No. 72495;
Thence S09°25'00"E., 300 feet to a point;
Thence S04°52'19"E., 620.92 feet;
Thence S21°13'35"W., 540 feet to a point on the eastern boundary of Recorded Tract No. 106-D of the Spring Creek Subdivision, also being the NW corner of Lot 4, Block 1, Tract No. 106-C, Elko County, Reception No. 57524;
Thence S68°46'05"E., 300 feet to the NE corner of Lot 6, Block 1, Tract No. 106-C;
Thence S21°13'55"W., 250 feet to the SE corner of Lot 6, Block 1, Tract No. 106-C;
Thence N68°46'06"W., 64.99 feet to a point on the northerly right-of-way of Country Club Parkway;
Thence S21°13'55"W., 472.47 feet to the SE corner Lot 5, Block 5, Tract No. 106-A of the Spring Creek Subdivision, Elko County, Reception No. 65742;
Thence S14°23'47"E., 198.10 feet to the NE corner Lot 41, Block 5, Tract No. 106-A;
Thence S15°29'06"W., 419.23 feet to the SE corner Lot 40, Block 5, Tract No. 106-A;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
LEGAL DESCRIPTION – AREA 1 (CONTINUED)

Thence S04°09'25"E., 443.90 feet to the NW corner Lot 21, Block 5 Tract No. 106-A;
Thence S85°06'03"E., 231.99 feet to the NE corner Lot 20, Block 5 Tract No. 106-A;
Thence S04°53'57"W., 40.54 feet;
Thence S85°06'03"E., 80 feet to a point on the southerly right-of-way of Parkchester Drive;
Thence through a non tangent curve to the right with an arc length of 64.22 feet through a central angle of 10°42'45" and a radius of 290 feet to the SW corner Lot 17, Block 4, Tract No. 106-A of the Spring Creek Subdivision;
Thence S74°23'18"E., 263.23 feet to the SE corner Lot 17, Block 4 Tract No. 106-A;
Thence S06°02'42"W., 173.00 feet to the SE corner Lot 16, Block 4 Tact No. 106-A;
Thence S67°54'10"E., 204.85 feet to a point;
Thence S64°09'34"E., 329.15 feet to the SE corner of Lot 34, Block 4, Tract No. 106-A, also being a point on the northerly right-of-way of Fairway Blvd.;
Thence S15°08'09"W., 68.28 feet;
Thence through a tangent curve to the left through an arc length of 206.90 feet, with a central angle of 10°52'32" and a radius of 1,120 feet to a point;
Thence S04°15'37"W., 108.11 feet to a point;
Thence through a tangent curve to the right with an arc length of 192.69 feet and a central angle of 0951'26", with a radius of 1,120 feet to a point;
Thence S14°07'03"W., 90.03 feet;
Thence through a tangent curve to the right with an arc length of 58.16 feet and a central angle of 133°16'16" with a radius of 25 feet to a point;
Thence N32°36'41"W., 300.00 feet;
Thence S16°12'10"W., 106.30 feet;
Thence S57°23'19"W., 90 feet to a point;
Thence N12°27'14"E., 140 feet to a point;
Thence N77°32'46"W., 967.38 feet to a point;
Thence S73°45'09"W., 535 feet to a point on the easterly right-of-way of Oakshire Drive;
Thence N16°14'51"W., 66.01 feet to the SW corner Lot 1, Block 4, Tract No. 106-A of the Spring Creek Subdivision;
Thence N36°29'49"E., 341.13 feet to the SE corner Lot 1, Block 4, Tract No. 106-A;
Thence N29°30'09"W., 628.29 feet to the NE corner Lot 4, Block 4, Tract No. 106-A;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
LEGAL DESCRIPTION – AREA 1 (CONTINUED)

Thence N71°02'28"E., 277.54 feet to the NW corner Lot 5, Block 4, Tract No. 106-A;
Thence N21°54'55"W., 88.16 feet to a point on the northerly right-of-way of Northglen Drive;
Thence S71°02'28"W., 176.85 feet to the SE corner Lot 68, Block 2, Tract No. 106-A;
Thence N19°18'32"W., 483.00 feet to the NE corner Lot 70, Block 2, Tract No. 106-A;
Thence N35°43'07"W., 531.12 feet to a point;
Thence N71°16'27"W., 203.14 feet to the NE corner Lot 75, Block 2, Tract No. 106-A;
Thence N15°52'36"W., 146.88 feet to the SW corner Lot 26, Block 2, Tract No. 106-A;
Thence N67°14'56"E., 571.46 feet to the SE corner Lot 28, Block 2, Tract No. 106-A;
Thence N22°05'27"E., 263.27 feet to the NE corner Lot 29, Block 2, Tract No. 106-A;
Thence N73°02'26"W., 759.79 feet to a point on the northerly boundary of Lot 32, Block 2, Tract No. 106-A;
Thence N89°20'12"W., 455.36 feet to the NW corner Lot 35, Block 2, Tract No. 106-A;
Thence N05°18'44"W., 174.36 feet to the SW corner Lot 34, Block 2, Tract No. 106-A;
Thence S73°03'57"W., 61.25 feet to the NE corner Lot 16, Block 2, Tract No. 106-A;
Thence N79°29'35"W., 199.53 feet;
Thence S65°03'44"W., 210.73 feet to the NW corner Lot 19, Block 2, Tract No. 106-A;
Thence S83°38'52"W., 163.67 feet to a point on the easterly boundary of Lot 100, Block 2, Tract No. 106-A;
Thence N08°46'37"W., 546.61 feet to the NE corner of Lot 103, Block 2, Tract No. 106-A;
Thence N00°18'20"W., 298.19 feet to the NE corner of Lot 104, Block 2, Tract No. 106-A;
Thence S80°35'00"W., 412.18 feet to the SW corner of Lot 12, Block 1, Tract 106-A;
Thence S73°09'50"W., 304.87 feet to the SW corner of Lot 9, Block 1, Tract No. 106-A;
Thence S56°25'36"W., 499.09 feet to the SW corner of Lot 4, Block 1, Tract No. 106-A;
Thence S44°49'00"W., 190.00 feet to the SW corner of Lot 2, Block 1, Tract o. 106-A of the Spring Creek Subdivision, Elko County Reception No. 65742;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
LEGAL DESCRIPTION – AREA 1 (CONTINUED)

Thence through a non tangent curve to the left through an arc length of 15.00 feet and a central angle of 00°26'31" and a radius of 1,945 feet to the TRUE POINT OF BEGINNING.

The Service Area 1 for the Spring Creek Utilities Co. shall also include the entire parcel of land known as Lot 80, Block 10, Tract No. 102 of the Spring Creek Subdivision, Elko County Reception No. 60405.

That parcel of land lying in Sections 7 and 18 of Township 33 North, and Range 57 East, designated as Parcel "B" and a portion of Parcel "A" of Spring Creek Tract No. 102, Elko County, Reception No. 60405 shall be a part of the Service Area No. 1 reserved for the transmission, treatment and disposal of sewage with no other services. That parcel of land being more particularly described as follows:

Beginning at the TRUE POINT OF BEGINNING, the SE corner of Parcel "B" which bears S83°58'07"E., 7,062.91 feet from the Section Corner common to Sections 11, 12, 13, 14, 7, 33 N., R. 56E., M.D.M.;

Thence S80°35'00"W., 500.00 feet to the SW corner of Parcel "B";
Thence N05°12'26"W., 648.64 feet to the NW corner of Parcel "B";
Thence N78°67'53"E., 413.19 feet to the NE corner of Parcel "B";
Thence N78°57'47"E., 246.25 feet to the NW corner of Lot 24, Block 10, Tract No. 102;
Thence S08°29'44"W., 52.79 feet;
Thence S06°34'28"E., 465.86 feet to the NW corner of Lot 27, Block 10, Tract No. 102;
Thence S24°05'35"E., 408.32 feet to the SW corner of Lot 30, Block 10, Tract No. 102;
Thence S80°35'00"W., 206.74 feet to the SE corner of Lot 31, Block 10, Tract No. 102;
Thence N24°05'36"W., 253.26 feet to the TRUE POINT OF BEGINNING comprising an area of 11.072 acres, more or less.

That parcel of land lying in Sections 7 and 8 of T. 33N., R. 57E., M.D.M., being a portion of Parcel "A" of Spring Creek Subdivision Tract No. 102, Elko County, Reception No. 60405 shall be a part of the Service Area No. 1 reserved for the transmission of sewage with no other services. That parcel of land being more particularly described as follows:

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
LEGAL DESCRIPTION – AREA 1 (CONTINUED)

Beginning at the SW corner, being the TRUE POINT OF BEGINNING, Corner No. 1 which bears N88°23'56"W., 5,284.86 feet from the Section corner common to Sections 8, 9, 16, and 17, T. 33N., R. 57E., M.D.M.;

Thence N42°09'00"E., 422.00 feet to Corner No. 2;
Thence N80°25'46"W., 230.00 feet to Corner No. 3;
Thence S48°44'14"W., 219.60 feet to Corner No. 4;
Thence S27°26'57"E., 233.16 feet to Corner No. 1, the TRUE POINT OF BEGINNING, containing an area of 1,1510 acres, more or less.

That parcel of land lying in portions of Sections 7,8, and 18 of T. 33N., R. 57E., M.D.M. being a part of Spring Creek subdivision and lying within the right-of-way of Spring Creek Parkway shall be a part of the Service Area reserved for the transmission of sewage with no other services. That parcel of land being 100 feet in width and lying to the right of the following described line:

Beginning at a point which is the SE corner of Lot 14, Block 12, Tract No. 102 of the Spring Creek Subdivision, Elko County Reception No. 60405, which bears S86°39'32"E., 9,463.69 feet from the Section Corner common to Sections 11, 12, 13, and 14 of T. 33N., R. 56E., M.D.M., being the TRUE POINT OF BEGINNING;

Thence N80°35'00"E., 865.00 feet;
Thence through a tangent curved to the left through an arc length of 436.01 feet and a central angle of 38°26'00", with a radius of 550 feet to the SE corner of Lot 1, Block 10, Tract No. 102;
Thence N42°09'99"E., 1,433.35 feet to a point;
Thence through a tangent curved to the right with an arc length of 478.38 feet and a central angle of 20°18'11", with a radius of 1,350 feet to a point which is the SE corner of Lot8, Block 9, Tract No. 102 of the Spring Creek Subdivision being the POINT OF ENDING which bears N73°32'20"W., 4,363.08 feet from the Section Corner common to Sections 8,9,16 and 17, T. 33N., R. 57E., M.D.M.

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
LEGAL DESCRIPTION – AREA 1 (CONTINUED)

That parcel of land lying in Section 8, T. 33N.,R. 57E., M.D.M. being a part of Spring Creek Subdivision and lying within the right-of-way of Bluecrest Drive shall part of the Service Area reserved for the transmission of sewage with no other services. That parcel of land being 80 feet in width lying 40 feet each side of the following described centerline;

Beginning at the point of intersection of Bluecrest Drive and the northerly right-of-way of Spring Creek parkway, a part of Spring Creek Subdivision, Elko County Reception Number 60405 which bears N75°04'14"W., 4,693.19 feet from the section corner common to Sections 8,9,16, and 17, T. 33N., R. 57E., M.D.M., being the TRUE POINT OF BEGINNING:
Thence N36°34'00"W., 500 feet along the centerline of Bluecrest Drive to the POINT OF ENDING, which bears N71°34'02"W., 5,093.99 feet from the section corner common to Sections 8,9,16 and 17, T. 33N., R. 57E., M.D.M.

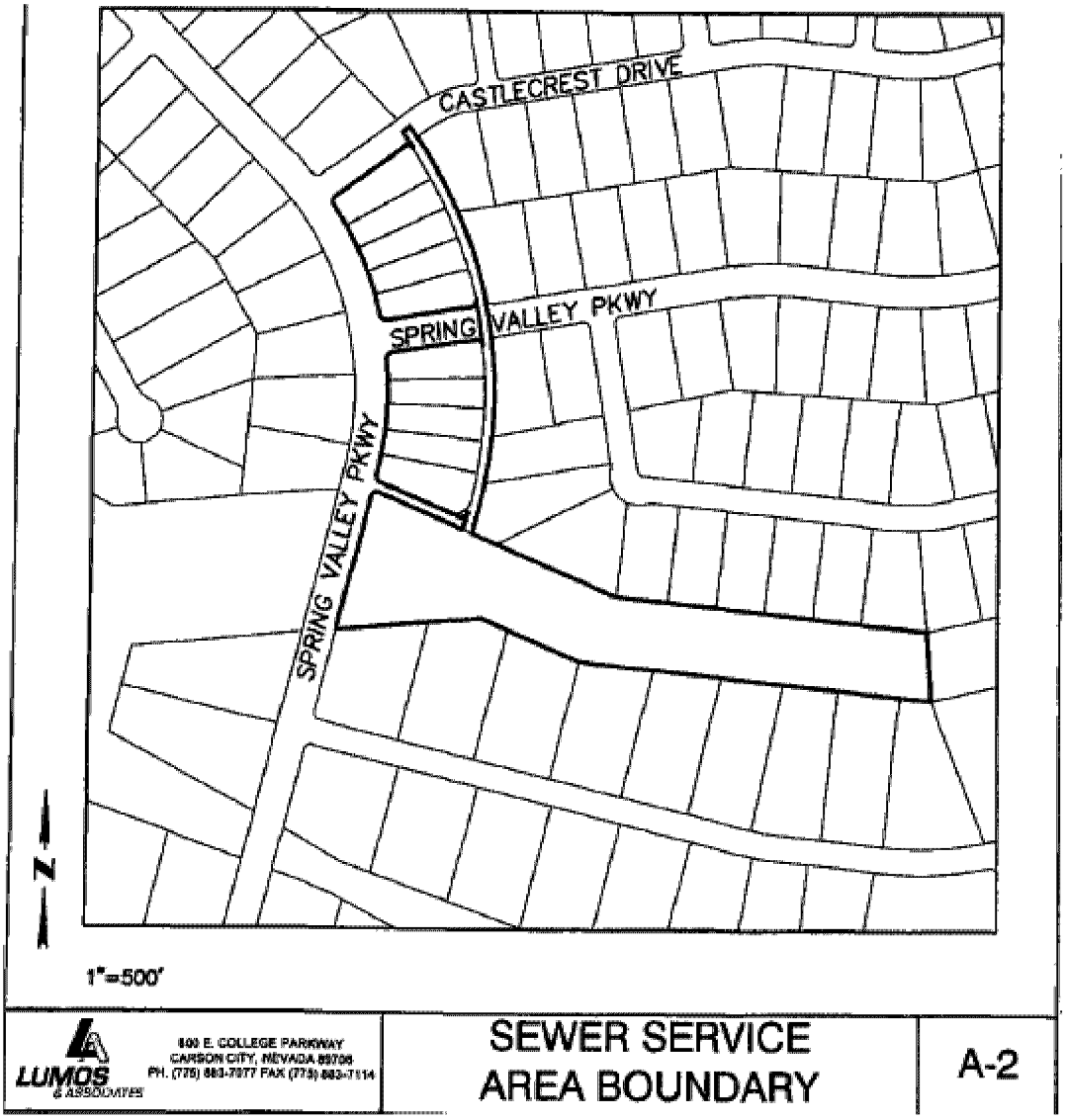
RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
ZONING – SERVICE AREA 1

TRACT 102		
Lots 28 through 30	Block 10	C-2
Lot 80	Block 10	C-2
Lots 31 through 40	Block 10	R-2
Lots 14 through 27	Block 12	R-2
Lots 28 through 30	Block 12	C-2
Lots 17 through 24	Block 13	R-2
TRACT 106-A		
Lots 2 through 13	Block 1	R-2
Lots 1 through 4	Block 2	R-2
Lots 11 through 15	Block 2	R-2
Lots 35 through 51	Block 2	R-2
Lots 5 through 10	Block 2	C-2
Lots 52 through 67	Block 2	R-1
Lots 5 through 16	Block 4	R-1
Lots 1 through 5	Block 3	R-2
Lots 20 through 49	Block 3	R-1
TRACT 106-C		
Lots 1 through 6	Block 1	R-2
TRACT 106-D		
Lots 1 through 31	Block 1	C-1
Lots 2 and 3	Block 2	C-3
Lot 2	Block 4	C-3
Lot 1	Block 5	R-2
All remaining lots		C-2

Other parcels of land within the Service Area 1 exclusive of roadways is zoned 05.

R-1 – Single Family Residence
R-2 – Multiple Residential Group
C-2 – Highway Services and Tourist Commercial, Group II

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
(CONTINUED) – AREA 2



Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
(CONTINUED)
LEGAL DESCRIPTION – AREA 2

Lots served by Spring Creek Utilities Co. within a portion of Section 33, Township 33 North, Range 56 East, M.D.M. recorded Spring Creek Tracts on record with the County of Elko, State of Nevada, more particularly described as follows:

Lots 1 through 5, Block 6;
Lots 1 through 5, Block 8;
All in Tract number 201 as recorded in Elko County under Reception No. 63718.

That parcel of land lying within Section 33, T. 34N., R. 56E., M.D.M., being designated as the alley lying easterly of Lots 1 through 5, Block 6, and 1 throu 5, Block 8, along with that portion of Castlecrest Drive and Spring Valley Parkway along the alignment of said alley, shall be a part of the Service Area 2 reserved for the transmission of sewage only with no other services, being 30 feet in width lying 15 feet on each side of the following described centerline:

Commencing at the point of intersection of Spring Valley Parkway and Castlecrest Drive in Spring Creek Tract No. 201, Elko County Reception No. 63718;
Thence N53°10'32"E., 365.00 feet to the intersection of said alley and Castlecrest Drive, being a TRUE POINT OF BEGINNING;
Thence on a non tangent curve to the right with an arc length of 1,287.91 feet and a central angle of 54°03'36" and a radius of 1,365 feet to a point;
Thence S13°45'00"W., 15.00 feet to a point on the northern boundary of Parcel "D", the POINT ENDING, being a part of the recorded Spring Creek Tract No. 201, Elko County Reception No. 63718.

That parcel of land being a portion of Parcel "D" of the Spring Creek Tract No. 201 shall be a part of the Service Area 2 reserved for the transmission, treatment and disposal of sewage only with no other services. That parcel being more particularly described as follows:

Beginning at the SW corner of that parcel of land identified as Parcel "D" on the recorded map of Spring Creek Tract No. 201, Elko County Reception No. 63718, being the TRUE POINT OF BEGINNING;
Thence N13°45'00"E., 419.68 feet to a point;
Thence on a tangent curved to the right having an arc length of 34.64 feet and a central angle of 99°3'47" with a radius of 20.00 feet to a point;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
LEGAL DESCRIPTION – AREA 2 (CONTINUED)

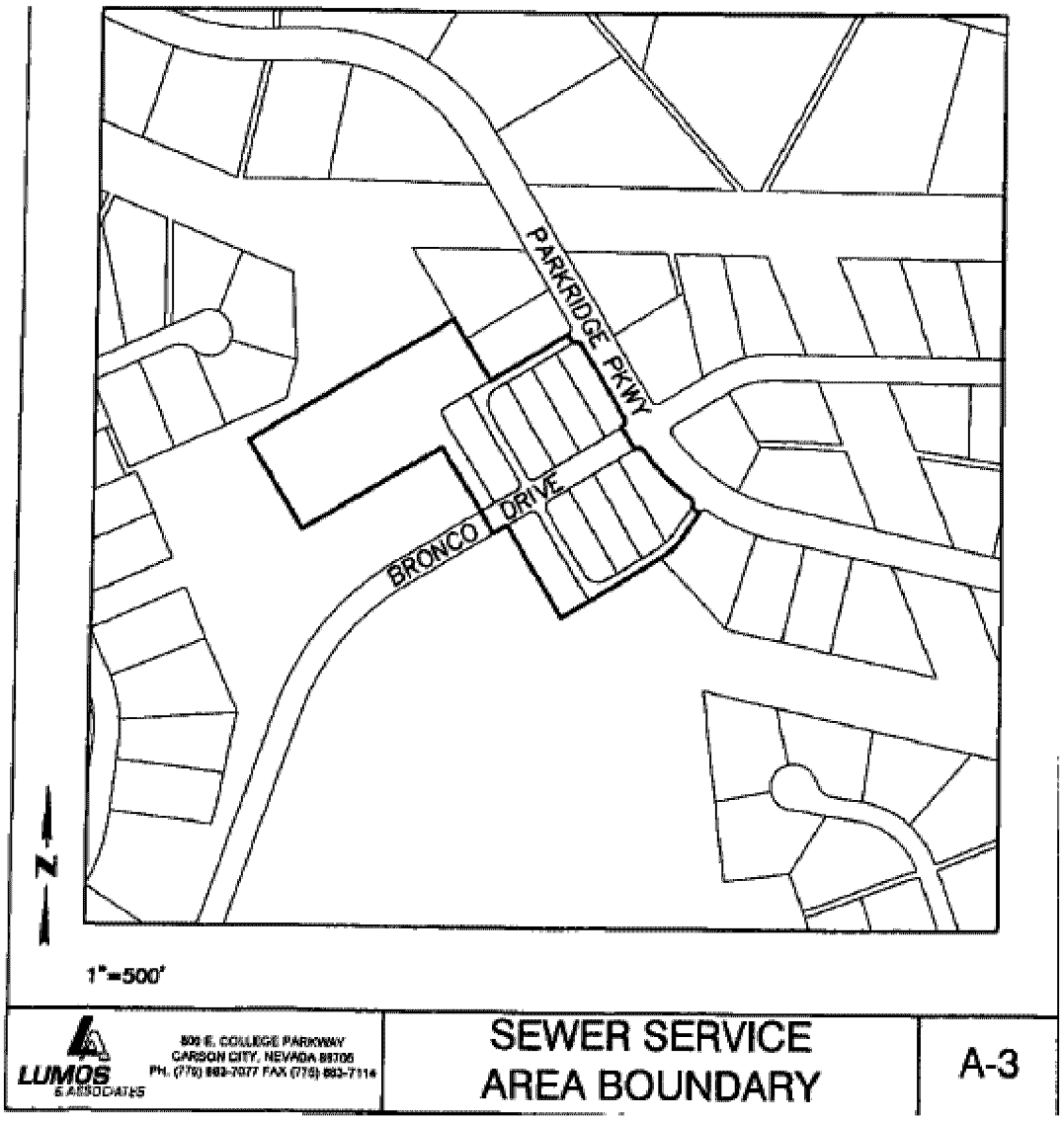
Thence S67°01'13"E., 800.28 feet to the SW corner of Lot 39, Block 8, Spring Creek Tract No. 201;
Thence S84°00'00"E., 960.00 feet to the SE corner of Lot 34, Block 8, Spring Creek Tract No. 201;
Thence S03°07'41"E., 212.70 feet to the NE corner of Lot 14, Block 8, Spring Creek Tract No. 201;
Thence N84°00'00"W., 1,087.86 feet to the NW corner of Lot 9, Block 8, Spring Creek Tract No. 201;
Thence N67°01'13"W., 328.15 feet;
Thence S85°08'03"W., 447.71 feet to the NW corner of Lot 6, Block 8, Tract No. 201 being the TRUE POINT OF BEGINNING.

Parcel contains an area of 10.111 acres, more or less.

Lots within Service Area No. 2 are all zoned C-2, Highway Services and Tourist Commercial, Group II.

Tariff No. 1-S (Sewer)

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
(CONTINUED) – AREA 3



Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
LEGAL DESCRIPTION – AREA 3

Lots served by Sewer within a portion of Section 33, T. 34N., R. 57E., M.D.M. recorded Spring Creek Tracts on record with the County of Elko, State of Nevada, more particularly described as follows:

Lots 1 through 5, Block 18;
Lots 7 through 11, Block 25;
of Tract No. 403 as recorded in Elko County under Reception No. 72493 and lying within the area commencing at the most westerly corner of Lot 11, Block 25, said Tract 403, being the TRUE POINT OF BEGINNING;

Thence N58°41'29"E., 460 feet;
Thence S31°18'31"E., 30 feet to a point near the NE corner of Lot 7, Block 25, Tract No. 403;
Thence on a non tangent curve to the right through an arc length of 31.42 feet with a central angle of 90° at a radius of 20 feet to a point on the southerly right-of-way of Parkridge parkway;
Thence S31°18'31"E., 260.00 feet;
Thence on a non tangent curve to the right through an arc length of 31.42 feet with a central angle of 90°00'00" and a radius of 20 feet;
Thence S31°18'31"E., 80.00 feet;
Thence on a non tangent curve to the right through an arc length of 39.75 feet with a central angle of 85°13'11" and a radius of 20.00 feet to a point near the NW corner of Lot 5, Block 18, Tract No. 403;
Thence on a tangent curve to left with an arc length of 207.74 feet and a central angle of 17°00'14" and a radius of 700 feet to a point;
Thence on a tangent curved to the right through an arc length of 30.44 feet with a central angle of 87°12'50" radius of 20 feet;
Thence S53°52'44"E., 30.00 feet to a point near the NW corner of Lot 6, Block 18, Tract No. 403;
Thence S34°07'16"W., 91.05 feet;
Thence through a tangent curved to the right with an arc length of 92.20 feet and a central angle of 24°34'13" with a radius of 215.00 feet;
Thence S58°41'29"W., 360.00 feet to the SW corner of Lot 1, Block 18, Tract No. 403;
Thence S31°18'31"W., 330.00 feet to the NW corner Lot 1, Block 18, Tract No. 403;

RULE NO. 17
EXISTING CERTIFICATED SERVICE TERRITORY OF SPRING CREEK
LEGAL DESCRIPTION – AREA 3 (CONTINUED)

Thence S58°41'29"W., 50.00 feet;
Thence N31°18'31"W., 80.00 feet to a point on the northerly right-of-way of Bronco Drive;
Thence N58°41'29"E., 50.00 feet to the SW corner Lot 11, Block 25, Tract No. 403;
Thence N31°18'31"W., 330.00 feet to the most westerly corner of Lot 11, Block 25, said Tract No. 403 being the TRUE POINT OF BEGINNING.

That parcel of land being a portion of Parcel "DD" in Spring Creek Corporation Tract No. 403, Elko County Reception No. 72493 as recorded in the Elko County Recorder's office being in Section 33, T. 33N., R. 57E., M.D.M. Elko County, Nevada shall be a part of the Service Area No. 3 reserved for the transmission, treatment and disposal of sewage with no other services, and is more particularly described as follows;

Commencing at the most westerly corner of Lot 11, Block 25, said Tract No. 403 said point also being the TRUE POINT OF BEGINNING;

Thence S31°18'31"E., 330.00 feet to a point on the northerly right-of-way of Bronco Drive said Tract No. 403;
Thence along said right-of-way S58°41'29"W., 50.00 feet;
Thence departing said right-of-way N31°18'31"W., 230.00 feet;
Thence S58°41'29"W., 500.00 feet;
Thence N31°18'31"W., 320.00 feet;
Thence N58°41'29"E., 730.00 feet to a point on the Lot line of Lot 5, Block 25, said Tract No. 403;
Thence S31°18'31"E., 220.00 feet to the SW corner Lot 6, Block 25, Tract No. 403;
Thence S58°41'29"W., 180.00 feet to the TRUE POINT OF BEGINNING, containing an area of 5.21 acres, more or less.

Lots within Service Area 3 are all zoned C-2, Highway Services and Tourist Commercial, Group II.

RULE NO. 18
INTERPRETATIONS AND DEVIATIONS

In case of disagreement or dispute regarding the application of any provision of these rules, or in circumstances where the application of these rules appears impracticable or unjust to either party, the Utility, Applicant or Applicants will refer the matter to the Public Utilities Commission of Nevada for settlement.

RULE NO. 19
PRETREATMENT PROGRAM
WASTEWATER DISCHARGE PERMIT

In compliance with regulations of the Environmental Protection Agency, the commercial and industrial Customers located within the certificated service area of the Utility, are required to insure that certain regulations are adhered to in the operations of its sanitary sewer system. Any and all commercial and industrial Customers located within the certificated service area of the Utility will be required to execute a Certification in the following form: T T

CERTIFICATION

I affirm that I have examined and understand the information contained in this Permit. I have read and understand the Permit and know that I can be held responsible for any violation contained in the Permit.

Any questions should be directed to:

_____
[Insert name]
[Position]_____ T
Nevadan Water Service, LLC

_____
[Insert name]
[Position]_____ T
Nevada Water Service, LLC

READ AND SIGNED THIS _____DAY OF _____, 20__.

SIGNATURE _____

Upon execution of the Certification form, a waste water discharge permit will be issued by Nevada Water Service, LLC authorizing said Customer to discharge into Nevada Water Service, LLC's sanitary sewer system. The following terms, conditions and restrictions are set forth with regard to the waste water discharge permit: T T

RULE NO. 19
PRETREATMENT PROGRAM
WASTEWATER DISCHARGE PERMIT (Continued)

A. SPECIFIC DISCHARGE PROHIBITIONS:
The following wastes are prohibited from discharge into the sanitary sewer system.

1. Explosive, reactive or corrosive substances.

2. Solid or viscous substances which may obstruct flow of wastewater through the sanitary sewer system or disrupt the normal operations of a wastewater treatment plant. Any facility identified as causing or contributing to sewer collection system blockage and/or Sanitary Sewer Overflow (SSO) will be required to install a grease interceptor. Every existing industrial/commercial discharge upon whose premises food is served, prepared, packaged or processed for ultimate human consumption shall install and maintain a grease trap (and/or interceptor) through which all wastes from such food processing, preparation or service must be discharged prior to entry into any wastewater system facilities (Food Service Establishments or FSEs).
   a. Grease interceptor sizing will be based on water and waste flow, as determined by the current edition of the Uniform Plumbing Code.
   b. Grease interceptor maintenance requirements include:
      i. 25% Rule - Grease interceptor shall be maintained in efficient operating condition by periodic removal of the contents of the interceptor. Grease interceptors shall be fully pumped out and cleaned at a frequency such that the combined Fats, Oils and Grease (FOG) and solids accumulation does not exceed 25% of the design hydraulic depth of the grease interceptor.
      ii. Maintain Log of Inceptor Service Activities – A record or logbook of grease interceptor cleaning and maintenance activities shall be maintained and shall include:
         1. Date and nature of maintenance/service performed (e.g. pump out);
         2. Name of service provider/waste hauling company;
         3. Name and signature of operator performing service;
         4. Documentation of pump volume;
         5. Documentation of the quantity of floating FOG and settled solids removed (to determine if the 25% rule has been exceeded and more frequent pumping is needed);
         6. Documentation of needed repairs to the grease interceptor;
         7. Identification of the facility where the hauler is planning to dispose of the collected waste.

RULE NO. 19
PRETREATMENT PROGRAM
WASTEWATER DISCHARGE PERMIT (Continued)

A. SPECIFIC DISCHARGE PROHIBITIONS (Continued):

2. (Continued)

c. Food grinder discharge to a grease interceptor is prohibited.
d. Waste water discharge hotter than 140°F to a grease interceptor is prohibited.
e. No emulsifying additives may be used as a supplement to interceptor maintenance.

3. Waste water pH content of less than 6.0 or greater than 9.0. The customer discharging into the sanitary sewer system will be required to maintain pH levels within compliance from their place of business, at their own expense, by use of equipment or approved devices or chemicals. The installed devices will be approved by the Company, the Nevada State Health Department or the United States Environmental Protection Agency. T

4. In accordance with NRS 445A.465, discharge from any source point any pollutant into any treatment works containing toxic substances or pollutants in sufficient quantity, either alone or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitutes a hazard to humans or animals, creates a toxic effect in the receiving waters of the treatment facility, or which causes treatment processes to fail.

5. Noxious or malodorous substances in quantities sufficient to cause a public nuisance or pose a health hazard.

6. Any waste water which poses a toxic condition, or which cannot be treated at the wastewater treatment facility.

7. Any waste water having a temperature causing the influent flow to the treatment facility to be above 140°F.

8. Untreated whole blood products from customers, including, without limitation, medical facilities, laundries servicing medical facilities or funeral homes. Such products will require pretreatment prior to discharge into the sanitary sewer system. Such treatment may be accomplished by use of bleach or other approved chemicals or filtering systems.

B. ACCIDENTAL DISCHARGE PREVENTION AND REPORTING:

The Customer shall provide adequate physical structures and operational procedures to prevent the accidental discharge of toxic or hazardous materials to the sanitary sewer system.

RULE NO. 19
PRETREATMENT PROGRAM
WASTEWATER DISCHARGE PERMIT (Continued)

B. ACCIDENTAL DISCHARGE PREVENTION AND REPORTING: (Continued)

The Customer is required, at its expense, to modify chemical storage methods, or locations, construct secondary containment facilities, seal floor drains, change housekeeping procedures, and other changes necessary to prevent accidental spills from reaching the sanitary sewer system. The Customer shall post a notice for employees in identifying individuals and numbers to call in case of an accidental spill or discharge. Such notification shall not relieve the Customer of liability for any expense, loss or damage, which may be incurred as a result of damage to the sanitary sewer system or the treatment facility, or damage to any person, or property as a result of discharges due to the negligence of the Customer.

C. RIGHT OF ENTRY:

The Customer shall allow any employee, agent or representative of the Company the right to enter the Customer's property for the purpose of inspection and/or sampling of pretreatment devices. The Customer agrees that in the event changes or modifications are necessary to Customer's equipment or facilities to prevent unauthorized discharges into the sewer system or wastewater treatment facility, the Customer will, at its own expense, make such changes or modifications. T

The Customer also agrees to install any needed sampling station(s) or monitoring device(s) required to perform periodic testing, as designated by the Company. T

D. TRAINING:

All FSEs will be required to provide training to staff on Best Management Practices (BMP) for handling grease at a minimum of a semi-annual basis. FSEs will clearly post BMP information in a location available to all employees.

E. REPORTING:

The Customer shall provide the Company with copies of the grease interceptor log with supporting documentation as outlined in Section A (2) (b) (iii) of this Rule semi-annually by the 20th of the month following (July and January) at the address listed above. A log of the BMP training shall be provided to the Company semi-annually by the 20th of the month following (July and January). All Material Safety Data Sheets (MSDS) will be posted on site in a prominent location and will be provided to the Company annually no later than the 20th of January following the calendar year, including a map of the location and size of the grease interceptor. T T T

RULE NO. 19
PRETREATMENT PROGRAM
WASTEWATER DISCHARGE PERMIT (Continued)

F. NWS FOG CONTROL PLAN: T

All Customers agree to comply with the current NWS FOG Control Plan, the current Uniform Plumbing Code and any other government ordinance, rule, code or regulation regarding wastewater pre-treatment. T

G. REMEDIATION / CLEAN-UP COSTS:

If a customer has been properly notified of violation pursuant to the NWS FOG Control Plan, and has not taken appropriate corrective actions within the timeframe noted in the notification, the Company may order the customer to pay for costs associated with the clean-up or decontamination of a site following the discharge of disallowed substances into the sanitary sewer and/or environment which cause interference, pass-through or sanitary sewer overflow (SSO). T T

H. ENFORCEMENT:

Following notice by the Company that a Customer has violated, or is violating, any preventable violation of the terms and conditions set forth in this tariff, Customer will have 30 days to correct said violation or service will be terminated in accordance with Rule No. 6 of this tariff. When necessary to protect Utility facilities or operations from damage or to protect public health and welfare of Customers, Utility may terminate service immediately without notice. The Company shall provide written notification to the Nevada Department of Health and Human Services, the Nevada Division of Environmental Protection and Nye County (for Pahrump) and Elko County (for Spring Creek) of such termination and the authority with jurisdiction may order that the establishment be closed. All costs associated with the correction of violations will be the responsibility of the customer. If the customer does not take steps to correct violations, the Company reserves the right to correct the problems before sewer service is restored to the customer. In such cases, the customer will be responsible for all costs of corrective actions taken by the Company in order to remain in compliance with the terms and conditions of its discharge permit. Such costs will include all labor and material costs necessary to correct the problems, and may also include costs to repair any damage to property or treatment facilities of the Company. If payment is not received within ten (10) days of an itemized bill being presented to customer, legal action may be initiated by the Company to recover its costs and damages. T T T T T T T T

RULE NO. 19
PRETREATMENT PROGRAM
WASTEWATER DISCHARGE PERMIT (Continued)

I. TYPES OF VIOLATIONS

1. Minor Violations: Inspection hindrance (equipment related), failure to maintain onsite record, failure to provide reporting, failure to provide the Company requested information permitted under this plan, failure to meet GRE Requirements, failure to follow Best Management Practices (BMP). T

2. Intermediate Violations: A reoccurrence of any Minor Violation, failure to maintain equipment, failure to pump/clean grease trap/interceptor, discharge prohibition, failure to provide prior notification of modification, change and/or alteration to the Company and Department of Health and Human Services. T

3. Major Violations: A reoccurrence of any Intermediation Violation, denial of right of entry for inspection, source of sewer blockage, source of sewer blockage causing SSO, falsification of maintenance records, discharge FOG that interferes with wastewater treatment plant processes.

J. VIOLATION FEE SCHEDULE

Violation fees may be imposed based on the type of violation.

Because each day or portion thereof during which a violation continues may constitute a separate offense, if in the Company's opinion the violator is not taking action to remediate the violation, the Violation Fee schedule may be escalated to the next highest level. The imposition of a Violation Fee does not negate the imposition of any other enforcement methodology and vice versa. T

Tariff No. 1-S (Sewer)

RULE NO. 19
PRETREATMENT PROGRAM
WASTE WATER DISCHARGE PERMIT (Continued)

J. VIOLATION FEE SCHEDULE (Continued):

Action	Description
Minor Violation Uncorrected within 30 Days	A $25 violation fee may be imposed if a Minor Violation is not corrected within 30 days of written notification. Each day or portion thereof during which a violation continues may constitute a separate offense.
Intermediate Violation Uncorrected within 30 Days	A $50 violation fee may be imposed if an Intermediate Violation is not corrected within 30 days of written notification. Each day or portion thereof during which a violation continues may constitute a separate offense.
Major Violation	A $100 violation fee may be imposed if a major Violation is not corrected within the specified timeframe of the written notification. Each day or portion thereof during which a violation continues may constitute a separate offense.
Discontinuance of Service (DOS)	A $250 violation fee may be imposed if a DOS is issued to the Customer. Each day or portion thereof during which a violation continues may constitute a separate offense.
Re-Inspection Fee	Any re-inspection caused by a violation may be subject to a $75.00 re-inspection fee.
Failure to Take Corrective Action within Noted Timeframe	If a customer has been properly notified of violation pursuant to the NWS FOG Control Plan, and has not taken appropriate corrective actions within the timeframe noted in the notification, the Company may order the customer to pay for costs associated with the clean-up or decontamination of a site following the discharge of disallowed substances into the sanitary sewer and/or environment which cause interference, pass-through or sanitary sewer overflow (SSO). Such costs will include all labor and material costs necessary to correct the problems, and may also include costs to repair any damage to property or treatment facilities of the Company. If payment is not received within ten (10) days of an itemized bill being presented to customer, legal action may be initiated by the Company to recover its costs and damages.

T T T T

RULE NO. 20
SERVICE TO SEPARATE PREMISES AND MUTIPLE UNITS

A. NUMBER OF SERVICES TO SEPARATE PREMISES

Separate premises under single control or management will be supplied through individual service pipes unless the Utility elects otherwise. A connection charge as prescribed is Schedule SSC-1 (Pahrump) and SSC-2 (Spring Creek) will be assessed for each service connection to each pipe.

B. SERVICE TO MULTIPLE UNITS ON SAME PREMISES

1. Separate buildings and/or multi-unit buildings with a certificate of occupancy on the same premise are required to provide individual metered service to each unit with individual disconnection without affecting service to other units. Each meter and meter connection will be treated as a separate water utility account for the purpose of the Commission approved rules and regulations. Separate metering under this Rule No. 20. B. may be waived at the Utility's sole discretion.

2. A customer's service line shall be directly connected to utility-owned facilities, and there shall be no other customer connection downstream from the utility's shut-off valve.

C. RESALE OF SEWER

Except by special agreement with the Utility, no Customer shall resell any of the sewer service received from the Utility, nor shall such sewer service be connected to premises other than those specified in such Customer's application for service.

RULE NO. 21
WATER RIGHTS

(NOT APPLICABLE)

RULE NO. 22
MISCELLANEOUS CHARGES

A. TURN ON/TURN OFF

1. Turn On / Turn Off service is available hereunder to any customer who voluntarily desires the Utility to turn on the sewer service or turn off the sewer service for his convenience during regular working hours of the Utility.

2. Turn On / Turn Off service may also by involuntary as described in Rule No. 6.

3. The charge for Turn On / Turn Off service for each time the Utility turns on or turns off the customer's sewer service during regular business hours shall be:

   Thirty-Seven Dollars ($37.00)

4. The charge for Turn On / Turn Off on service for each time the Utility turns on or turns off the customer's sewer service other than during regular business hours shall be:

   Fifty-Five Dollars and Fifty Cents ($55.50)

   It shall be at the Utility's discretion to Turn On / Turn Off sewer other than regular business hours.

5. If furnished sewer only, the discontinuance of sewer service for non-payment shall be caused by an elder valve installed at the customer's expense at Utility's actual costs.

6. If an emergency exists caused by damage to or a problem with service lines or pipes on the Customer's property, the Utility reserves the right to waive the charge set forth herein.

B. ESTABLISHMENT OF SERVICE

Each Applicant for establishment of service under any of the Utility's rate schedules shall pay to the Utility:

Forty-Five Dollars ($45.00)

This fee includes the cost of turn on during regular business hours.

RULE NO. 22
MISCELLANEOUS CHARGES (Continued)

C. PREMISE VISIT

If a Customer requests the Utility to visit the Customer's premises more than three (3) times in a twelve (12) month period, the Utility may charge the Customer per premise visit after the third visit in a twelve (12) month period if the Utility determines good cause did not exist for the fourth or subsequent premise visit. Charge shall be:

Thirty-Seven Dollars ($37.00)

D. PREMISE VISIT IN LIEU OF DISCONTINUANCE – SPRING CREEK ONLY

In cases where a service representative visits the Customer's premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays prior to disconnection or otherwise makes satisfactory arrangements to pay the bill there shall be a charge of:

Zero Dollars ($0.00)

E. RETURNED CHECKS

The charge payable hereunder for each returned check shall be:

Twenty-Five Dollars ($25.00)

This charge shall be applied to the customer's account at the time the check is received by the bank.

F. LATE PAYMENT FEE

The late payment fee shall be:

A charge of four percent (4%) will be applied to the unpaid balance of all bills past due.

G CROSS CONNECTION PROTECTIVE DEVICES

Cross connection protective devices (also known as backflow protection devices) will be installed at the customer's expense and shall be considered a part of the yard and or house piping.

RULE NO. 22
MISCELLANEOUS CHARGES (Continued)

H. THIRD PARTY PROCESSING FEES

1. Plan Review Fees – PAHRUMP

All plan reviews must be processed by a Company (for Pahrump) approved engineer at the cost of the entity requesting the plan review. The Company (for Pahrump) will require a deposit for all plan review processing; and third party fees in excess of the deposit will be the responsibility of the entity requesting the service; a refund will be issued if the deposit is in excess of the actual costs. Information regarding plan review processing is available at the office. Below are the deposit amounts for the most common plan review: T T

a) Site Development Plans/Improvement Plans (Includes initial review; subsequent revision review may require additional deposit.)

   i. 1 to 15 pages - $1,500
   ii. Each additional page - $250

b) Parcel Maps, Boundary Line Adjustment Maps, Reversionary Maps, Tentative Maps and Final Maps:

   i. 1 to 2 pages - $350
   ii. 3 to 5 pages - $750
   iii 6 to 10 pages - $1500
   iv. In excess of 10 pages – please contact the Company (for Pahrump) for a deposit estimate (to be based on engineer's quote). T

RULE NO. 23
WATER CONSERVATION

(NOT APPLICABLE)

SCHEDULE SG-1
GENERAL SERVICE RATES-PAHRUMP and SPRING CREEK

APPLICABILITY

Domestic

Applicable to all sewer service within Pahrump Valley, Calvada area, Nye County, and Spring Creek for which no other rate is specified.

RESIDENTIAL RATE

The charges for service hereunder shall consist of a Service Charge, System Improvement Rate, and/or additional charges per month as set forth in the schedules listed below, when applicable.

For Customers that receive water and sewer service from the Utility the following monthly Service Charges shall apply:

WATER METER SIZE		MONTHLY SERVICE CHARGE		SYSTEM IMPROVEMENT RATE
5/8"	$	57.55	$	0.00
3/4"	$	57.55	$	0.00
1"	$	57.55	$	0.00
1 1/2"	$	57.55	$	0.00
2"	$	460.41	$	0.00
3"	$	1,151.04	$	0.00
4"	$	1,726.55	$	0.00
6"	$	2,302.07	$	0.00
8"	$	3,165.35	$	0.00
10"	$	11,510.35	$	0.00

For Customers that receive only sewer service from the Utility the applicable monthly Service Charge and System Improvement Rate shall be determined based on the Utility TIN determining a meter size equivalent for that Customer. The Customer shall provide the Utility with water usage information sufficient to allow the Utility to make a meter equivalent determination.

Tariff No. 1-S (Sewer)

SCHEDULE SG-1
GENERAL SERVICE RATES-PAHRUMP and SPRING CREEK (continued)

APPLICABILITY

Commercial and Industrial

Applicable to all sewer service within Pahrump Valley, Calvada area, Nye County, and Spring Creek for which no other rate is specified.

NON-RESIDENTIAL RATE

The charges for service hereunder shall consist of a Service Charge, System Improvement Rate, and/or additional charges per month as set forth in the schedules listed below, when applicable.

For Customers that receive water and sewer service from the Utility the following monthly Service Charges shall apply:

WATER METER SIZE		MONTHLY SERVICE CHARGE		SYSTEM IMPROVEMENT RATE
5/8"	$	65.47	$	0.00
3/4"	$	65.47	$	0.00
1"	$	65.47	$	0.00
1 1/2"	$	392.80	$	0.00
2"	$	523.74	$	0.00
3"	$	1,309.35	$	0.00
4"	$	1,964.02	$	0.00
6"	$	2,618.69	$	0.00
8"	$	3,600.70	$	0.00
10"	$	13,093.47	$	0.00

For Customers that receive only sewer service from the Utility the applicable monthly Service Charge and System Improvement Rate shall be determined based on the Utility TIN determining a meter size equivalent for that Customer. The Customer shall provide the Utility with water usage information sufficient to allow the Utility to make a meter equivalent determination.

SCHEDULE SG-1 (Continued)
GENERAL SERVICE RATES-PAHRUMP (Continued)

LARGE-SCALE CORRECTIONAL FACILITIES	MONTHLY SERVICE CHARGE	SYSTEM IMPROVEMENT RATE
per bed*	$28.48	$0.00

* Per month for each bed in a Large-scale Correctional Facility, regardless of whether a bed is occupied by a prisoner, inmate or detainee.

An Applicant for sewer service to a Large-scale Correctional Facility must specify the number of beds that the facility is designed to house in the Application for service. If the Large-scale Correctional Facility houses more prisoners, inmates or detainees than the number specified in the Application for service, the person operating the Large-scale Correctional Facility must promptly report the number of additional prisoners, inmates or detainees to the Utility and apply to the Utility for Expanded Service. If Utility determines that the person operating the Large-scale Correctional Facility has failed to promptly report any additional prisoners, inmates or detainees, then Utility shall issue an adjusted bill pursuant to Rule No. 5. In issuing an adjusted bill, the Utility shall compute the amount of the undercharge back to the date on which the expanded service commenced, or in cases where the expanded service commencement date cannot be determined, for three (3) months.

DETERMINATION OF BILLING

The monthly bill shall be the sum of the applicable Service Charge and System Improvement Rate TIN to the type of service.

MINIMUM CHARGE

The minimum charges per Customer shall be the Service Charge and System Improvement Rate TIN applicable to the type of service.

TAX ADJUSTMENT CLAUSE

The charges for service hereunder shall be subject to the tax adjustment rider of Utility's tariff, when applicable.

SCHEDULE SSC-1
SERVICE CONNECTION AND CAPACITY CHARGES - PAHRUMP

The charges to be made and collected by the Utility for new service, which shall be imposed in addition to the Service Charges, shall be as follows:

1. SERVICE CONNECTION CHARGES

SERVICE CONNECTION FEE

Service Connection Size	Connection Charge
4"	$2,140
Larger than 4"	Actual cost plus $47.00

Any Customer for which a service connection is installed at a depth of five (5) feet or deeper must pay actual costs incurred by the Utility in connection with meeting local, State or Federal shoring requirements.

Any Customer for which a service connection is installed greater than one hundred (100) linear feet must pay actual costs incurred by Utility in connection with meeting local, State or Federal shoring requirements.

SCHEDULE SSC-1 (Continued)
SERVICE CONNECTION AND CAPACITY CHARGES - PAHRUMP

3. TREATMENT PLANT CAPACITY CHARGE

A. APPLICABILITY

A treatment plant capacity charge of Five Dollars and Fifty Cents ($5.50) per gallon will be assessed to all Customers for new or expanded sewer service. This is a onetime charge on the property unless service is expanded.

B. WILL SERVE COMMITMENTS

A will serve commitment is hereby made a condition precedent to receiving new or expanded sewer service from the Utility. Applicants for service must provide the Utility with sufficient plans to establish the waste water treatment capacity required for the proposed development.

C. SUFFICIENT SEWAGE TREATMENT CAPACITY

The wastewater treatment capacity required will be computed as follows:

SERVICE CLASSIFICATION	AVERAGE DAILY CAPACITY
Residential	350 gallons per day per dwelling unit
Modular Housing-Adult Community	300 gallons per day per Modular housing-Adult Community Lot
Commercial, Industrial & Others	(1) Estimated average sewage load furnished by the Customer and verified by the Company. However, if the Customer or the Company determines that insufficient data exists, estimated average daily wastewater flow shall then be determined by: (2) Average sewage load as outlined in: (A) Uniform Plumbing Code (current edition) or; (B) Wastewater Engineering, Treatment/Disposal/ Reuse. Medcalf and Eddy (current edition)

SCHEDULE SSC-1(Continued)
SERVICE CONNECTION AND CAPACITY CHARGES - PAHRUMP

D. ADDITIONAL CAPACITY CHARGES

1. WATER AND SEWER CUSTOMERS

(a) If the Utility assesses additional storage capacity fees under Water Tariff No. 1-W - Schedule WSTOR-1 (Pahrump), the Utility shall estimate and Customer shall pay the additional sewer capacity fees.

(b) If the Utility assesses additional capacity fees under Schedules WSTOR-1 (Pahrump), the Utility shall assess a sewer capacity fee, which fee shall be calculated by multiplying the fee found in Schedules SSC-1 (Pahrump) of the Tariff by thirty-five percent (35%) of the excess water usage in gallons for residential customers or thirty percent (30%) of the excess water usage in gallons for Modular Housing-Adult Community.

2. SEWER ONLY CUSTOMERS

When a Customer is not a water customer of the Utility and where the Utility determines the actual waste water flows exceed the estimated capacity allocation attributable to that Customer, the Utility shall meet with the Customer to determine appropriate additional capacity charges based on the terms of the Tariff. The Customer and the Utility shall negotiate the charge in good faith. If a payment cannot be negotiated, the Utility will estimate flows and require payment of the charges from the Customer.

Failure to pay the additional capacity charges as described in subsection 1 or 2 above shall result in termination of service.

Tariff No. 1-S (Sewer)

SCHEDULE TV-1
TV-VIDEO VAN CHARGE - PAHRUMP

APPLICABILITY

Any developer that uses the services of the Utility's TV-Video Van will be assessed a charge of One Dollard and Ninety Cents ($1.90) per linear foot that is inspected by the Utility. In addition the Utility shall charge for all third party costs such as but not limited to, traffic control, permitting, or line cleaning necessary to permit line inspection. If the TV-Video Van must travel outside the Utility's Service Territory the Utility may charge for mileage and personnel costs.

HOLD FOR FUTURE USE

Tariff No. 1-S (Sewer)

SCHEDULE SSC-2
SERVICE CONNECTION CHARGES - SPRING CREEK

A. CONNECTION CHARGE

For all first-time sewer connections, Connection Charges are to be paid to Utility prior to receiving service.

4-inch Service Connection	At Cost plus $50.30
6-inch Service Connection	At Cost plus $50.30

Applicant shall be responsible for the installation of the yard line from the service connection to the structure.

B. SEWER CONNECTIONS

New Sewer Service connections will be temporarily paused until such time that the permitted sewer plant capacity is available to meet service area demand.

Tariff No. 1-S (Sewer)

SCHEDULE SSC-3
SERVICE CAPACITY CHARGES – SPRING CREEK

A. CAPACITY CHARGE

In addition to Service Connection and the Flat Rate for monthly services described in Schedules SG-2 and SSC-2, the Utility will collect from the Customer a Capacity Charge per equivalent single-family unit ("SFU") at the time the Utility provides any new or expanded sewer connection throughout Sewer Service Area. The Capacity Charge shall be adjusted annually for federal taxes and accrued carrying charges. The Capacity Charges per SFU, effective as of August 1, 2006, are as follows:

TYPE OF PROPERTY				CAPACITY CHARGE
Single Family			$	1706.00
Trailer Courts			$	1706.00
Multiple Family		per unit	$	1706.00
Rooming House			$	1706.00
	plus	per rentable unit	$	683.00
Office Building		per	$	1024.00
Restaurants		per	$	1706.00
Saloons		per	$	1706.00
Gambling Buildings		per	$	1706.00
Hotels		per	$	683.00
Motels		per	$	683.00
Public Buildings		per	$	1024.00
Service Stations		per	$	1706.00
Laundromats		per washer	$	853.00
	plus	per restroom	$	1024.00
Barbershop		per chair	$	205.00
	plus	per restroom	$	1024.00
Stores (except grocery)		per restroom	$	1024.00
Grocery Stores		per restroom	$	1706.00
Car Wash		per stall	$	853.00

Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service

Tariff No. 1-S (Sewer)

SCHEDULE SSC-3
SERVICE CAPACITY CHARGES – SPRING CREEK (Continued)

B. CAPACITY CHARGES FUTURE YEARS

The Capacity Charges per SFU that will become effective on August 1 of each succeeding year are as follows:

Year[1]	Capacity Charge Prior (D)	Carrying Charge (B) X 3.85%	Compound Capacity Charge (B) + (C)	Tax Gross Up (C)*tax GU[2]	Total Collection (D) + (E)
1					$1,706.45
2	1,706.45	65.07	1,772.15	$224.21	1,996.36
3	1,772.15	68.23	1,840.38	232.84	2,073.22
4	1,840.38	70.85	1,911.23	241.81	2,153.04
5	1,911.23	73.58	1,984.82	251.12	2,235.93
6	1,984.82	76.42	2,061.23	260.79	2,322.02
7	2,061.23	79.36	2,140.59	270.83	2,411.42
8	2,140.59	82.41	2,223.00	281.25	2,504.26
9	2,223.00	85.59	2,308.59	292.08	2,600.67
10	2,308.59	88.88	2,397.47	303.33	2,700.79
11	2,397.47	92.30	2,489.77	315.01	2,804.78
12	2,489.77	95.86	2,585.63	327.13	2,912.76
13	2,585.63	99.55	2,685.17	339.73	3,024.90
14	2,685.17	103.38	2,788.55	352.81	3,141.36
15	2,788.55	107.36	2,895.91	366.39	3,262.30
16	2,895.91	111.49	3,007.40	380.50	3,387.90
17	3,007.40	115.79	3,123.19	395.15	3,518.33
18	3,123.19	120.24	3,243.43	410.36	3,653.79
19	3,243.43	124.87	3,368.30	426.16	3,794.46
20	3,368.30	129.68	3,497.98	442.56	3,940.55
21	3,497.98	134.67	3,632.66	459.60	4,092.26
22	3,632.66	139.86	3,772.51	477.30	4,249.81
23	3,772.51	145.24	3,917.75	495.67	4,413.43
24	3,917.75	150.83	4,068.59	514.76	4,583.35
25	4,068.59	156.64	4,225.23	534.58	4,759.80
26	4,225.23	162.67	4,387.90	555.16	4,943.06
27	4,387.90	168.93	4,556.83	576.53	5,133.36

[1] Year 1 begins on August 1, 2006. Year 2 begins on August 1, 2007.
[2] Tax gross up will only be collected according to the terms of the stipulation or order of the Commission in Docket No. 06-01002.

Issued:
Effective:
Advice No.:

Issued by:
Greg Shimansky, Vice President Rates
Nevada Water Service