

Tariff No. 1-W (Water)

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

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

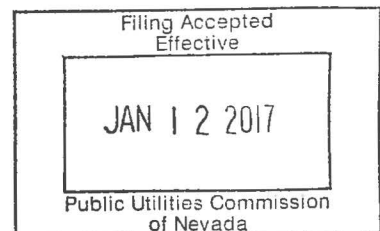
3. Applicant/Developer Installed Line Extension (Continued)

f. Dedication of Facilities and Installation of Meter or Meters (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.

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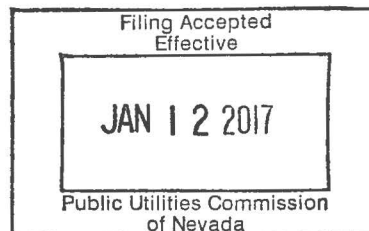
3. Applicant/Developer Installed Line Extension (Continued)

f. Dedication of Facilities and Installation of Meter or Meters (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 Utilities' obligations. All easements and rights-of-way shall be in a form satisfactory to the Utility.
- v. The Utility shall install meters pursuant to the terms and conditions of its tariff. Applicant/Developer shall not install meters under any circumstances.

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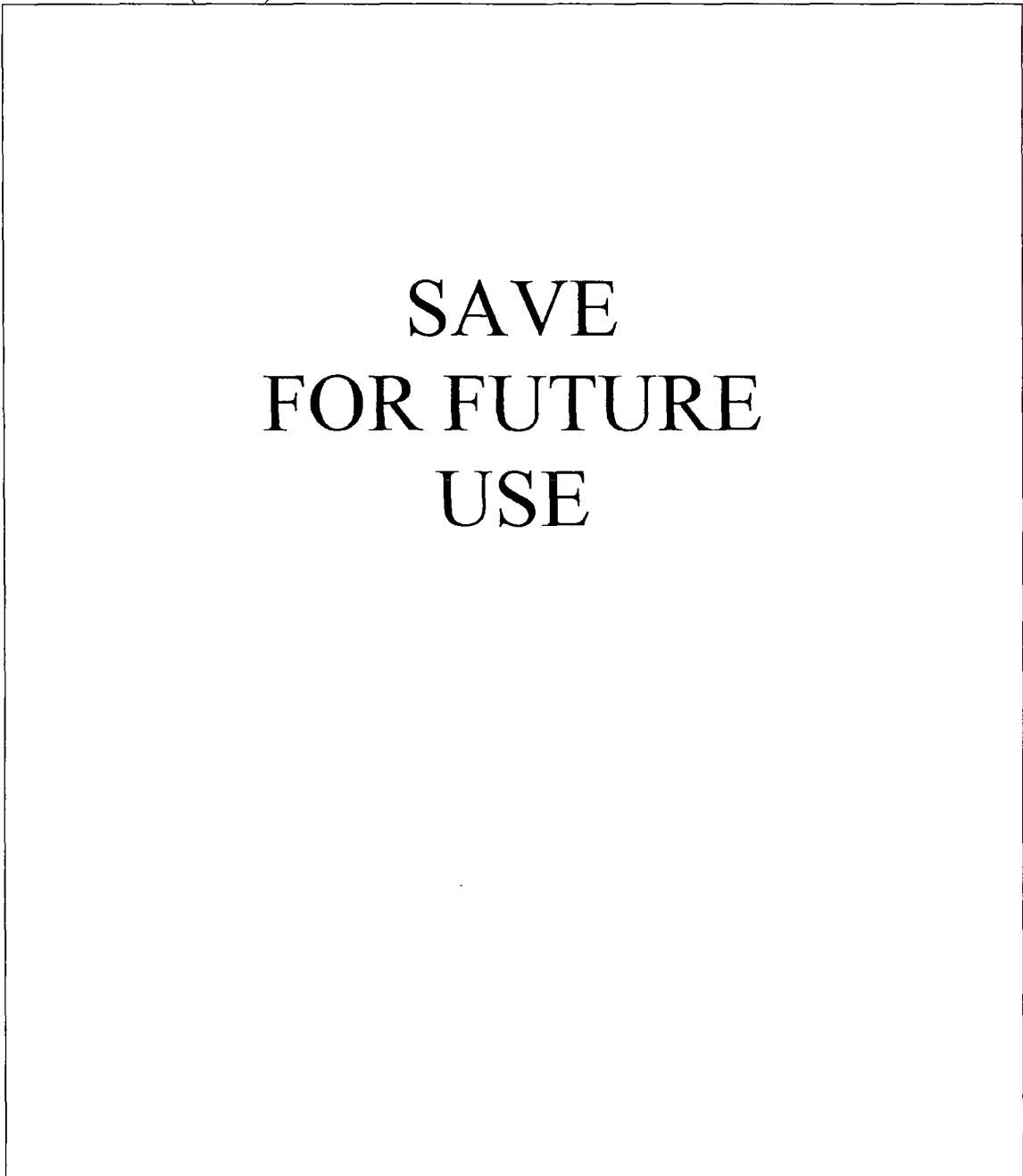
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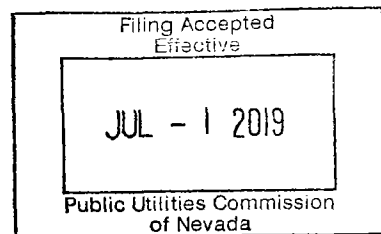
FIRST REVISED PUCN Sheet No. 69  
Cancels  
ORIGINAL PUCN Sheet No. 69

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FIRST REVISED PUCN Sheet No. 70  
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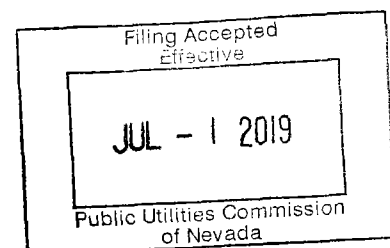
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FIRST REVISED PUCN Sheet No. 71  
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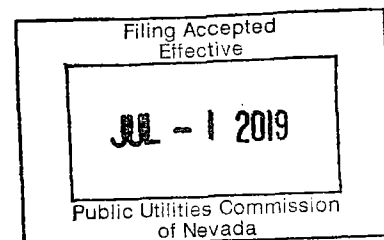
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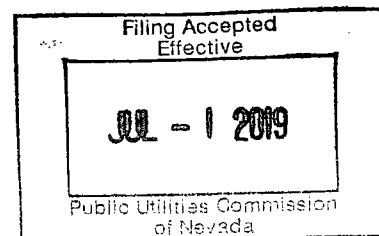
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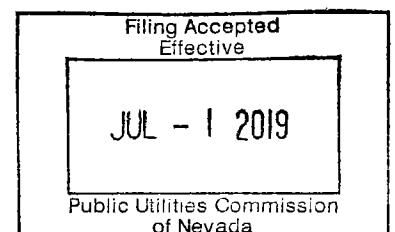
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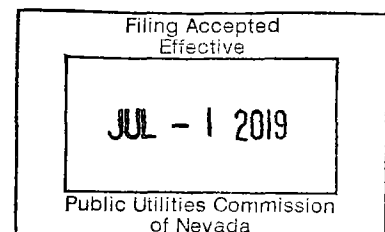
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ORIGINAL PUCN Sheet No. 75

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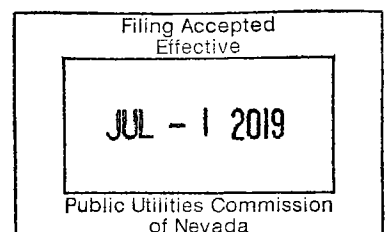
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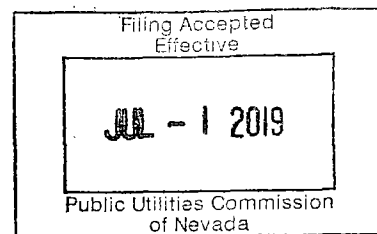
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Tariff No. 1-W (Water)

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 water 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; Schedules WSCONN-1, (Cold Springs); WSCONN-2, (Pahrump); and WSCONN-3, (Spring Creek) for Service Connection Charges; Schedules WSUPP-1 (Pahrump) and WSUPP-2 (Spring Creek) for Water Supply Charges; and Schedules WSTOR-1 (Pahrump) and WSTOR-2 (Spring Creek) for Water Storage Capacity Charges; Rule No. 10, Fire Protection; and Rule No. 21, Water Rights. 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 water service.

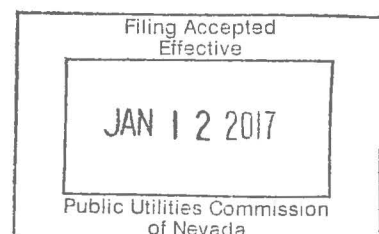
Applicants for service within Utility's service area requiring extensions and/or alterations hereunder of the water system of Utility may be permitted to construct and install such extension and/or alteration under the provisions of this rule provided such construction and installation are performed 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 water 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.

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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 transmission and distribution facilities required to provide such service which among other things, shall include all mains, valves, fittings, regulator stations, booster pumps, reservoirs, supply, treatment facilities, service pipes and other facilities and appurtenances.

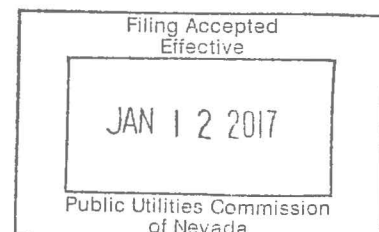
The cost of all extensions and/or alterations made hereunder shall also include Utility's cost for all regulatory, environmental and other fees, federal income taxes, engineering, permitting, inspection, testing, material, labor, transportation, net retirement costs of existing facilities if retired, 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.

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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:

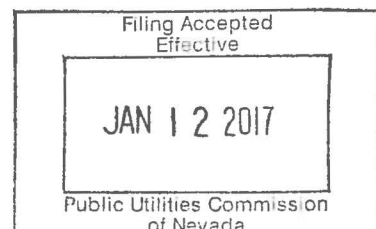
$$\frac{X * (1 + (N*.03))}{Y} = Z$$

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.

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RULE NO. 9

EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

D. GENERAL PROVISIONS

1. Facilities

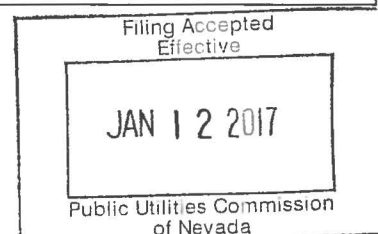
- a. All facilities, including meter and meter box, installed by Utility and/or Applicant hereunder except for the Yard Piping and House Piping shall be assigned to and remain the sole property of Utility.
- b. Size, type, quality of material and location of facilities hereunder shall be selected by 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. Each lot shall be separately metered.

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 casement or other interest to be free of all prior liens or encumbrances.

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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.

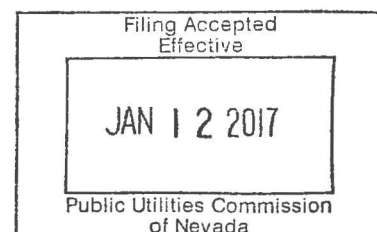
If an Applicant Installation, the Applicant will be reimbursed the cost of oversizing no later than thirty (30) days after Utility acceptance of the infrastructure.

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.

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D. GENERAL PROVISIONS (Continued)

4. Disagreements or Disputes (Continued)

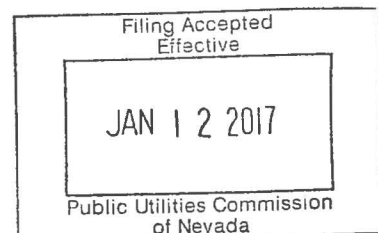
- b. In the event noted in Section D.4.a., above, both Applicant and Utility shall make such advance(s) as otherwise required hereunder and Applicant or Utility, whichever is the responsible party, shall proceed with the construction and installation of the extension and/or alteration required to provide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

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D. GENERAL PROVISIONS (Continued)

5. Special Provisions (Continued)

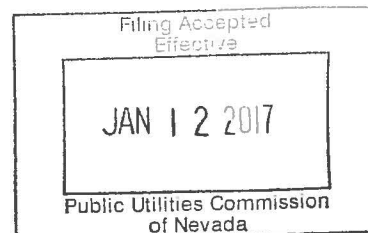
- e. Construction not may begin until the Applicant has executed a legally binding agreement with the Utility for the line extension and all tariff fees pertaining to the project are paid to the Utility.
- f. Utility will provide for a 90 day grace period prior to dedication of any water rights required pursuant to Rule No. 21 of this tariff starting from the date of the executed agreement, but; in no circumstances will service be provided prior to the dedication of necessary water rights.

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.

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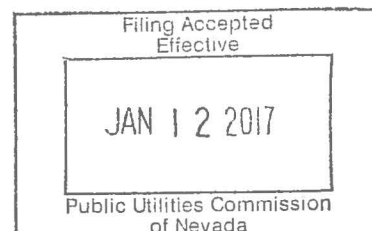
RULE NO. 9  
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

E. ENGINEERING AND PLAN REVIEW (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, 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.

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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.

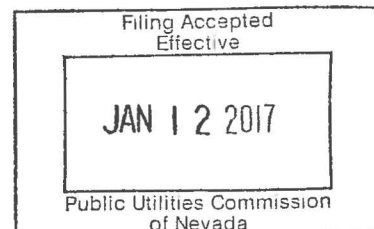
G. APPLICANT INSTALLATIONS

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 and metering facilities 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. All meters will be installed by the Utility or Utility's designee only.

1. Conditions for Applicant Installation of Facilities
  - a. 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.

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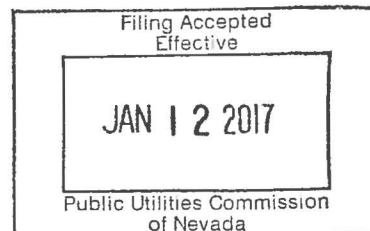
G. APPLICANT INSTALLATIONS (Continued)

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.

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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. Guarantec and Warranty

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

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Tariff No. 1-W (Water)

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

H. UTILITY INSTALLED FACILITIES

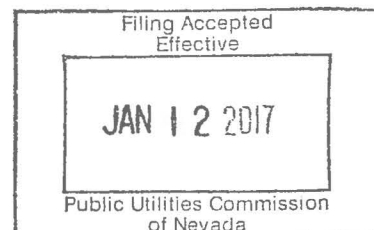
1. Advances/Deposits

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 9 will be increased to cover federal income taxes.

- a. 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.
  - ii. 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.
  - iii. 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.

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Great Basin Water Co.



Tariff No. 1-W (Water)

RULE NO. 9

EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

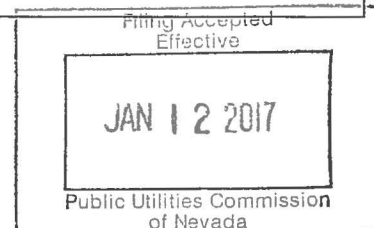
H. UTILITY INSTALLED FACILITIES (Continued)

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 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 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.

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Tariff No. 1-W (Water)

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

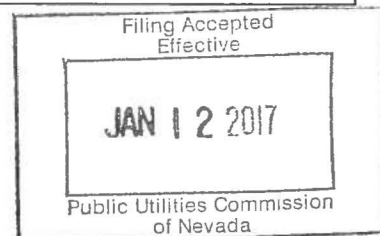
1. All Line Extension Facilities, facilities, improvements and real property dedicated to Utility shall be free and clear of liens and encumbrances. Applicant/Developer shall provide documentation to Utility's satisfaction demonstrating the cost of the facilities and that facilities, improvements and 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.

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Tariff No. 1-W (Water)

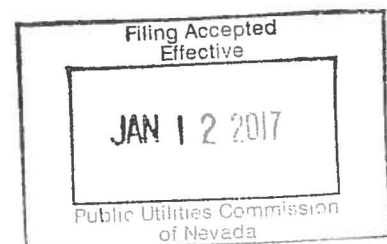
RULE NO. 9  
EXTENSIONS OF FACILITIES – SPRING CREEK (Continued)

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. 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.

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Tariff No. 1-W (Water)

RULE NO. 10  
FIRE PROTECTION

A. SERVICE FACILITIES INSTALLATION

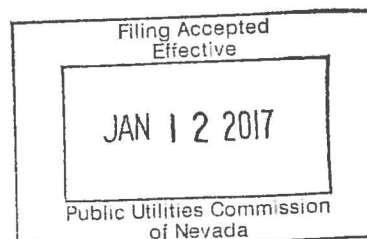
1. Fire protection service will be installed at the expense of the Applicant by the Utility or other responsible party acceptable to both the Utility and the public official having jurisdiction in the area.
2. Fire hydrants and private and public fire protection facilities will be installed to the requirements of the Utility and the public official having jurisdiction.

B. FIRE HYDRANT MAINTENANCE

1. In maintaining those fire hydrants the Utility is required to maintain pursuant to NRS 704.660(2), the Utility shall comply with the fire hydrant maintenance requirements of NAC Chapter 704.
2. The Utility shall:
  - a. Maintain the fire hydrant in compliance with:
    - i. The International Fire Code, as adopted by the Commission; and
    - ii. The Uniform Plumbing Code, as adopted by the Commission.
  - b. Inspect and operate the fire hydrant:
    - i. Not less than once each year; and
    - ii. Not later than 3 days after receiving notice that the fire hydrant is not in compliance with the International Fire Code or the Uniform Plumbing Code.

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Tariff No. 1-W (Water)

RULE NO. 10  
FIRE PROTECTION (Continued)

B. FIRE HYDRANT MAINTENANCE (Continued)

2. The Utility shall: (Continued)

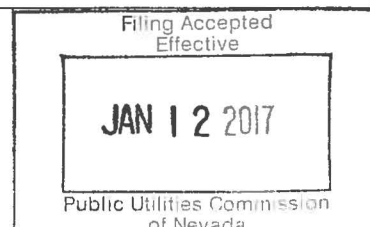
- c. If the Utility discovers that the fire hydrant is not in compliance with the International Fire Code or the Uniform Plumbing Code, the Utility shall, not later than 24 hours after the discovery:
  - i. Notify the local agency having jurisdiction over fire protection;
  - ii. Install and maintain on the fire hydrant an out-of-service ring or bag that is approved by the local agency having jurisdiction over fire protection;
  - iii. Repair the fire hydrant as soon as practicable, but in any case, not later than 30 days after discovery of the noncompliance unless the local agency having jurisdiction over fire protection agrees to a later date for the completion of the repairs and the Utility notifies the Commission of the agreement.
- d. Paint and maintain the fire hydrant in a color scheme that is approved by the local agency having jurisdiction over fire protection.
- e. Obtain the approval of the local agency having jurisdiction over fire protection and the Commission before removing a fire hydrant from service.
- f. If the local agency having jurisdiction over fire protection has established a plan for inspecting fire hydrants, coordinate the Utility's inspections with the local agency.

C. UNAUTHORIZED USE OF PUBLIC OR PRIVATE FIRE HYDRANTS

When it is found that a public or private fire service is being used for purposes other than standby fire protection, the Utility shall notify the Customer and the public safety official having jurisdiction of the unauthorized use. Failure to discontinue unauthorized use will be cause for shutoff of all non-fire related service to the Customer and subject the customer to other penalties and charges set forth in Rule No. 15 (G) of this tariff. The Customer will be charged for the water consumed through the unauthorized use as the Utility may deem appropriate being consistent with established water rates.

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Tariff No. 1-W (Water)

RULE NO. 11  
ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

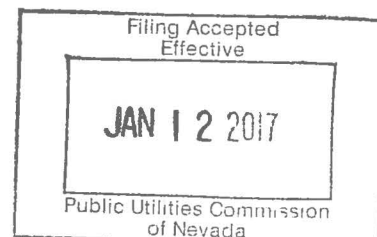
A. ESTABLISHMENT OF CREDIT

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.

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Great Basin Water Co.  
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Pahrump, NV 89048

ORIGINAL PUCN Sheet No. 95  
Cancels  
PUCN Sheet No. \_\_\_

Tariff No. 1-W (Water)

RULE NO. 11 (Continued)

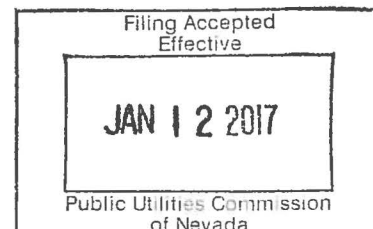
ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT (Continued)

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.

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Tariff No. 1-W (Water)

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. In no case shall the deposit be less than ten dollars (\$10.00) for Cold Springs, Pahrump, Spanish Springs, and Spring Creek. Estimated maximum billings will be established through historical consumption. Historical consumption is based on bills for consumption during a prior relevant 12-month period for which consumption data is available. The twelve (12) month period is not required to be the most recent prior (12) month period. If consumption data is unavailable for a relevant twelve (12) month period, the amount of the deposit will be determined using an estimate of consumption based on water dedication requirements found in Rule No. 21. Current tariff rates for consumption plus applicable base rate will then be applied to determine the estimated maximum billing.
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. CONSTRUCTION METER DEPOSIT

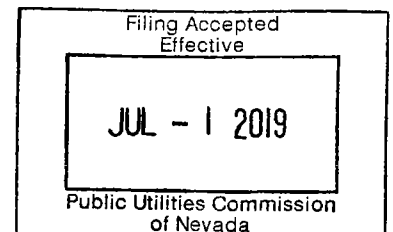
A Customer who requests a meter for construction water purposes within the service territory must deposit Nine-Hundred Dollars (\$900) with the Utility and supply County approved plans or permits prior to receiving the meter. The deposit will be returned to the Customer when the Customer returns the undamaged meter. Failure to return the meter or return of a damaged meter will result in the forfeiture of the deposit to the Utility.

C. APPLICABILITY TO UNPAID ACCOUNTS

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

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Tariff No. 1-W (Water)

RULE NO. 12  
DEPOSITS (Continued)

D. 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

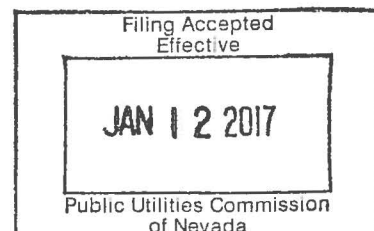
Upon twelve (12) consecutive monthly payments of the Utility's bills rendered with no more than on late payment assessed.

E. 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 (1) 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.

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ORIGINAL PUCN Sheet No. 98  
Cancels  
PUCN Sheet No. \_\_\_

Tariff No. 1-W (Water)

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:

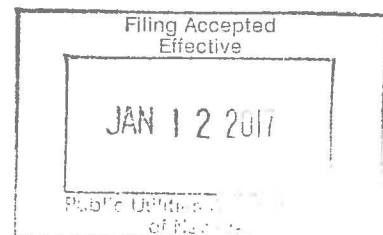
1. The Applicant will be required to pay to the Utility, in advance, the estimated net cost of installing, pursuant to Rule No. 9, and removing the facilities necessary to furnish the service.
2. Where the duration of service is to exceed one month, the Applicant may also be required to establish his 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 water service from the Utility shall be metered and pay the base rates and commodity rates per the appropriate schedule whether temporary in nature or not.

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ORIGINAL PUCN Sheet No. 99  
Cancels  
PUCN Sheet No. \_\_

Tariff No. 1-W (Water)

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 water 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.

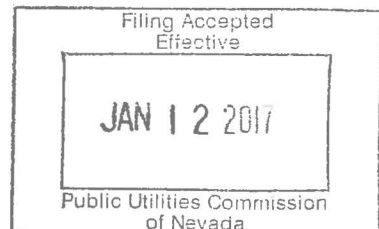
PUCN Consumer Complaints Division  
puc.nv.gov

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

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Great Basin Water Co.



Tariff No. 1-W (Water)

RULE NO. 15

SERVICE CONNECTIONS AND CUSTOMER'S FACILITIES

C

A. INSTALLATION

If Applicant's premises do not have main across property to the farthest point from the 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.

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