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RULE 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 such service.

Application: The written request for water service as distinguished from an inquiry as to the availability or charges for such service.

Average Monthly Period: Thirty (30) days.

Billing Period: An average quarterly period except for special services.

BSDW: Bureau of Safe Drinking Water.

Consumer: The actual user of water service.

Cubic Foot: The volume of water which occupies one cubic foot. A cubic foot is equal to 7.481 gallons.

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

Date of Presentation: The date upon which a bill or notice is mailed or postmarked or delivered to the Customer by the Utility.

Especially Dangerous to Health: 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 age, physical disability or handicap, mental incapacity, infirmity or serious illness.

Gallon: The volume of water which occupies 231 cubic inches.

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 buildings up to and including the last fitting inside or outside the wall.

Law: A rule or rules established and endorsed by Federal, State, County or Municipal authorities.

Main Extension: The alteration, extension, or replacement of water distribution mains and necessary facilities in accordance with the provisions of the rule applicable to main extensions, filed as a part of these tariff schedules.

Meter Installations: The facility, fixture and/or meter box in which the meter is located.

Metered Service: Service for which charges are computed on the basis of measured quantities of water.

NDEP: Nevada Department of Environmental Protection.

Permanent Service: Service which is of a permanent and established character, although the use of water may be intermittent or seasonal in nature.

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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 or that such buildings and/or locations are on two of more units of property which are immediately adjoining or adjacent, except for intervening public highways, streets or alleys.

Public Utility Commissions: The Public Service Commission of the State of Nevada.

POU: Point-of-Use a device that functions at the Point-of-Use of the utility, for instance the faucet at the kitchen sink.

Service Connections: The point of connection of the Customers piping with Utility's facilities, normally at the meter installation.

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

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

Tariff Sheet: An individual sheet of the tariff.

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

Third Party: Any person or public agency which is willing to accept notification of the pending discontinuance of service of a residential customer and be given the opportunity to arrange to the customer's bills.

Utility: Old River Water Company acting through its duly authorized officers or employees within the scope of their respective duties.

Yard Line: All piping between the house piping and the service connection.

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RULE 2 - DESCRIPTION OF SERVICE

A. Quantities

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

In no event, should flowing pressures at Utility's distribution main, under normal conditions, fall below 25 psi nor should the static pressure exceed 125 psi, except that during periods of hourly maximum demand the flowing pressure at time of peak seasonal loads may be not less than 20 psi and during periods of hourly minimum demand the static pressure may not be more than 150 psi.

B. Quality

Whenever furnished for human consumption or for domestic uses, the Utility will provide water that at least meets the standards as described by the Nevada State Health Department.

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RULE 3 - APPLICATION FOR SERVICE

A. Application for Service

1. Content

Each Applicant for service shall be required to sign an application which will set forth:

- a. Date and Place of application.
- b. Location of premises to be served.
 - (1) size and location of desired water service and yard line.
 - (2) lot and block number
 - (3) street address
- c. Date Applicant will be ready for service.
- d. Whether the premises have been heretofore supplied with water by the Utility.
- e. Address to which bills are to be mailed or delivered.
- f. Such information as the Utility may reasonably require.
- g. The application or the depositing of any sums of money by the Applicant shall not require Utility to render service until the expiration of such time as may be reasonably required by Utility to determine if Applicant has complied with the provisions of these Rules and Regulations and as may reasonably be required by Utility to install the required service facilities.

2. Purpose

The Application is merely a written 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; nor does it bind the Utility to serve except under reasonable conditions.

B. Individual Liability for Joint Service

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

C. Special Cases

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

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RULE 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 other circumstances warrant, the Utility, where feasible, will endeavor to promptly notify any Customer affected. Such notification may be orally, either in person or by telephone.

B. Notice from Customers

A Customer may make notification in writing to the Utility at its commercial office.

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RULE 5 - RENDERING AND PAYMENT OF BILLS

A. Rendering of Bills

Bills for service will be rendered each Customer on a quarterly basis, unless otherwise approved by the commission.

1. Metered Rate Service

The homes which have the multipurpose arsenic filter installed will be charged an additional \$12.00 per month. This was also stated in the original letter announcing the installation of the filter. So, if you never use more than 30,000 gallons average per month, the quarterly water bill will always be \$222.00 or \$67.00 per month. This includes the extra \$12.00 per month. Those homes configure with Reverse Osmosis systems will continue to pay \$186.00 per quarter if their usage rate remains at or below 30,000 gallons per month. If you use more than 30,000 gallons average per month, your bill will be adjusted upward in the usual manner. That prorated increase is: \$2.00/1,000 gallons for usage between 30,000 gallons and 35,000 gallons; \$4.00/1,000 gallons between 35,000 gallons and 40,000 gallons and lastly, \$8.00/1,000 gallons above 40,000 gallons.

- a. Bills for Metered rate service are payable due 30 days after mailing.
- b. The opening bill for metered rate service will be at the established quarterly charge for the service, plus overage, and, in addition, a connection charge, re connection charge, or re installation charge, whichever is applicable.
- c. For billing periods other than monthly, the charge for metered plus overage rate service will be computed by multiplying the monthly charge by the number of months in the billing period, and the adjustment for any overage usage.

2. Proportion of Bills

The charge applicable to opening periods, closing bills and rendered for periods corresponding to less than twenty-seven (27) days or more than thirty (30) days for quarterly billing periods will be computed as follows:

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.

B. Payment of Bills

Bills for service are due and payable 30 days after mailing and payment may be made at the commercial office of the Utility or to any representative of the Utility authorized to make collections. Payment of closing bills shall be made at the time of presentation.

Bills for service become past due thirty (30) days after presentation with a ten (10) day grace period. A thirty-five (\$35.00) dollar late fee will then be added to delinquent bills.

The postmark date on the payment envelop is the date the billing office uses, not the date on the payment check. The postmark date is the date determining if the payee is within the thirty (30) day window plus the ten (10) day grace period.

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C. Shut Off Procedures

If a water bill is not received by the utility by the first day of a second billing cycle, the water consumer will be notified that the account is delinquent and the notice will be sent to each water user to bring the account current.

If there are financial reasons why the account cannot be brought current the water user will make arrangements for the delinquent payment to be brought current within six months. Payments on delinquent accounts will have to be at least seventy-five (\$75.00) per month and the entire delinquent account must be paid within the six (6) month period.

If the water user does not sign an agreement to bring the account current, further steps will be taken to shut off the water. If the account is not current, the water user will be notified the water service will be disconnected within ten (10) days of mailing of the notice of shut off and all accumulated charges plus a seventy-five (\$75.00) reconnect fee must be paid prior to the service being restored.

When a serviced property changes legal ownership it becomes the responsibility of the new owner to make immediate payment of all charges to date due and owing by the previous owner if service to property is expected to be restored or to continue uninterrupted.

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RULE 6 - DISCONTINUATION AND RESTORATION OF SERVICE

A. Customer's Request for Discontinuation of Service

1. A Customer may have service discontinued by giving not less than five (5) days advance notice thereof to the Utility. Charges for service may 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. 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 premise or otherwise has discontinued water service.

B. Discontinuance of Service by Utility

1. Without Prior Notice

The Utility may discontinue service without prior notice only:

- (a) If an unsafe or hazardous condition is found to exist on the Customer's premise;
- (b) If the use of water thereon by apparatus, appliance, equipment or otherwise is found to be detrimental or damaging to the Utility or to its Customers;
- (c) Upon the order of any court, or any other authorized public authority;
- (d) If the acts of the Customer or the conditions upon the Customer's premises are such as to indicate to the Utility an intention to defraud it;
- (e) If the Utility has tried diligently to meet the notice requirements of Paragraph c. 1 and c. 2 below, but has not been able to give such a notice;
- (f) If an unforeseen event occurs which could not have been reasonably anticipated or controlled and which requires the discontinuance of the service.

2. With Prior Notice

- (a) Non-payment of delinquent Utility bills;
- (b) Failure to make a security deposit, an installment payment on a delinquent bill or security deposit or to provide a guarantee, when required;
- (c) Negligent or wasteful use of water on Customer's premise;
- (d) Violation of the Rules and Regulations of Utility's Tariff;
- (e) Failure to pay a delinquent bill for service which the Customer received at a previous location;
- (f) If a Customer receives service at more than one location. Utility may discontinue service to it at any or all of the locations for its failure to pay a delinquent bill at any of the locations. However, domestic service will not be discontinued because of nonpayment of bills for other classes of service.

C. Prior Notice

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1. In cases involving prior notice, Utility shall provide to the Customer written notice of its intended action at least ten (10) calendar days before the date discontinuance is to occur.

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 address if no one is at home.

3. The notice of proposed discontinuance shall contain the following information in clear and understandable language:

(a) Account number;

(b) Date on which the proposed discontinuance will occur;

(c) An explanation of the reason for discontinuance including, if the proposed discontinuance is for non payment, a statement designating the bill in question as one for actual or estimated use and specifying the total amount owed, the time period over which that amount was incurred, and the minimum payment required to avoid discontinuance;

(d) A statement advising the Customer of the procedure 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;

(e) A statement that the Utility will promptly investigate any complaint or dispute and render its decision to the Customer in writing;

(f) 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 Board of Directors.

(g) 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;

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

(i) A list of the names, address, and phone numbers of the government agencies or other organizations that have notified Utility that they will render assistance to Customers unable to pay their bills;

(j) A statement that the existence of a health emergency as defined in Paragraph D. 1 below, may delay discontinuance;

(k) A statement that elderly or handicapped Customers are responsible to notify the Utility of their status as members of households containing appliances essential for health;

(l) An explanation of Utility's re connection procedures and fee schedule.

4. Notification of Third Persons

(a) Utility shall, upon the written request of a residential Customer, notify a third party designated by such Customer of the proposed discontinuance by forwarding a duplicate discontinuance notice to the third party. The third person need not pay the bill.

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(b) Utility shall make a diligent effort to notify the designated third person, but shall incur no liability for failure to provide notice to the third persons.

D. Restrictions on Residential Service Discontinuance

1. Health Emergency

Utility shall postpone discontinuance of service to the residential Customers for thirty (30) days from the date of the receipt of the following items:

(a) A statement from a licensed physician or public health official stating that any discontinuance of service would be especially dangerous to the health of such Customer or any other person who is a permanent resident of the premises and would constitute an emergency affecting the health of such person. The statement must be in writing and must show the address where service is provided and the name of the person whose health would be especially endangered, must clearly describe the nature of the emergency, and must contain the name, title, and signature of the physician or official certifying the emergency. The certification may initially be made by telephone if a written statement is forwarded to the Utility within five (5) days.

(b) A statement signed by such Customer:

(1) That such Customer is unable to pay for such service in accordance with the requirement of Utility's billings, or

(2) That such Customer is able to pay for such service only in installments. For purposes of this rule, Utility shall allow installment payments to be made over a period of not more than ninety (90) days.

2. The postponement may be extended for an additional thirty (30) day period upon receipt by Utility of an additional medical certification prior to the expiration of the original thirty (30) day postponement. After receipt of the renewed medical certificate, Utility may discontinue service only after it has provided the Customer with another ten (10) day notice and forty eight (48) hour notice as set forth in Paragraph C above.

3. Prior to expiration of the postponement, Customer must arrange with Utility to pay the bills in accordance with these rules.

4. In the event that Utility postpones discontinuance of service because of an oral statement from a person specified in Paragraph D. 1 above and such statement not be confirmed by written certification as specified, or if a certification has expired, Utility may discontinue service upon 48 hours notice.

5. Utility shall not discontinue service on a weekend or a holiday or the day prior to a weekend or holiday unless such discontinuance is to be made pursuant to Sections (a) and (b) of Paragraph B. 1 above.

6. Utility shall make a diligent effort to identify its elderly or handicapped Customers and assist them when they are unable to make proper payments for service.

(a) Utility shall not discontinue service to elderly or handicapped residential Customers who are unable to pay unless it has notified the affected Customer or some other adult resident at the service address in person or by telephone at least forty eight (48) hours prior to the date such discontinuance would occur.

(b) The contacting Utility representative shall explain to the affected elderly or handicapped consumer or other adult resident the information required to be included in a written notice in Paragraph C above.

E. Restoration of Service

1. To be made at other than regular working hours.

Utility will endeavor to make re connection during regular working hours on the day of the request, conditions permitting, otherwise re connection will be made on the regular working day following the day the request is made.

2. To be made during regular working hours.

When a Customer has requested that the re connection be made at other than regular working hours, Utility will endeavor to comply if practicable under the circumstances.

F. Refusal to Serve

1. Conditions for Refusal

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

2. If the applicant fails to comply with any of Utility's rules and regulations.

(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 Utility, Applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or of such nature that satisfactory service cannot be restored.

(d) Where service has been discontinued for fraudulent use, 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, Utility will notify such Applicant promptly of the reason for the refusal to provide service and of the right of Applicant to appeal Utility's decision to the Board of Director's.

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RULE 7 - METER ORDINANCES

A. Installations. All new services shall be metered. The service connection, whether located on public or private property, is the property of the Company, unless specifically otherwise provided, and the Company reserves the right to repair, replace and maintain it, as well as to remove it upon discontinuance of service.

A. Meter Installation. Meters will be installed at the property line or within the easement and shall be owned, installed and removed by the Company. No rent or other charge will be paid by the Company for a meter or other facilities, including housing and connections.

C. Located on a customer's premises. All meters will be sealed by the Company at the time of installation and no seal shall be altered or broken except by one of its authorized employees or agents.

D. Change in Location of Meters. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the Company's property will be moved at its expense.

E. Meter Reading. Meters will be read as close as possible on the first day of each calendar quarter.

F. Adjustments for Meter Errors – Fast Meters. If a meter tested at the request of a customer pursuant to a meter test is found to be more than 10 (Ten) percent fast, the excess charges for the time service was rendered to the customer requesting the test or for a period of six months, whichever shall be lessor, shall be refunded to the customer.

G. Adjustments for Meter Errors – Slow Meters. If a meter tested at the request of a customer pursuant to a meter test is found to be more than 25 percent slow, the Company may bill the customer for the amount of undercharge, based upon corrected meter readings for the period, not exceeding six months, that the meter was in use.

H. Non-Registering Meters. If a meter is found to be not registering, the meter will be changed out. The minimum quarterly billing adjustment will be assessed.

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RULE 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, we will endeavor to re-establish service with the shortest possible delay consistent with safety of its customers and the general public.
2. As necessity may arise in case of break, emergency or for other unavoidable cause, the Utility shall have the right to temporarily cut off the water supply in order to make necessary repairs, connections, etc. The Utility will use all reasonable and practicable measures to notify the consumer of such discontinuation of service. In such case, the Utility shall not be liable for any damage or inconvenience suffered by the consumer or for any claim against it at any time for interruption in service, lessening of supply, inadequate pressure, poor quality of water or for any cause reasonably beyond its control.

B. Scheduled Interruptions

1. Whenever the Utility finds it necessary to schedule an interruption of 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 the least inconvenience to the customers, consistent with reasonable Utility operations.

C. Reserve for Emergency

3. The Utility shall have the right to reserve a sufficient supply of water at all times. It may restrict or regulate the quantity of water used by consumers in case of scarcity, or whenever the public welfare may require it. No lawn watering shall be done at time of water shortages.

D. Manner of Cutting off Water Supply

1. No water fixture or appliance in connection therewith will be considered cut off until it is disconnected so that it cannot be used again or is sealed in a manner satisfactory to the Utility.
2. No plumber, owner or other unauthorized person shall turn the water on or off at any curb stop or disconnect or remove any meter without the consent of the Utility.

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RULE 9 - ACCESS, MAINTENANCE AND TESTING OF POU FILTER SYSTEM.

A. Customer will allow Old River Water Company, its employees or authorized representatives of the Old River Water Company to:

1. Maintain the treatment unit.

(a) Maintenance will include periodic testing of the unit as well as the collection of samples. Any maintenance, testing, or sample collection will occur during normal business hours or as arranged between the Old River Water Company and property owner: Filter replacement and water sampling will occur once per year.

2. Customer will not adjust, modify, tamper with, bypass, or remove the “Multipure” filter device

(a) Customer will notify the Old River Water Company, within a reasonable period of time, of: Any problems, concerns, or questions concerning the treatment unit.
The rental, lease, sale, or other transfer of the aforementioned property.

3. To indemnify and hold harmless the Old River Water Company for any injury or damage which may occur as a result of the installation, maintenance, operation, monitoring, or removal of the “Multipure” filter device.

4. All Multipure equipment shall remain the property of the Old River Water Company. The customer agrees to reimburse the Old River Water Company for any costs incurred because the undersigned adjusted, modified, bypassed, tampered with, or removed the treatment unit.

5. This agreement remains in effect from the date of installation until Old River Water Company determines that the treatment system is no longer necessary, or until the treatment unit is removed from the property. While in effect, this agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the property described herein.

6. Customer with existing POU Filter System such as Reverse Osmosis Devices:

(a) Customer must allow Old River Water Company Water Master or authorized representative of Old River Water Company to test customers POU filter system for arsenic as required by NDEP. Should the customers POU filter system exceed the 10ppb arsenic level, they will install a new filter and have the unit tested again. If it still exceeds the 10ppb arsenic level, the customer will replace their existing unit with the Old River Water Company chosen Multipure POU filter system, following the guidelines stated in the attached Customer Letter of Agreement.

Attachment 1:
Access and Maintenance Agreement

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Old River Water Company Access and Maintenance Agreement

OLD RIVER WATER COMPANY has installed MULTIPURE FILTER device to treat for reduction of arsenic content to less than 10 parts per billion.

We have chosen to use this treatment technology as an effective means of removing this type of contamination from our drinking water in a cost-efficient manner. Installation of this technology will help to ensure the delivery of safe water to your home or business.

The undersigned are the current legal owners of, and can provide access to, the following property:

property address)

The undersigned agree:

- 1) To allow the OLD RIVER WATER COMPANY, its employees or authorized representatives of OLD RIVER WATER COMPANY, to enter the aforementioned property to:
 - a. Maintain the treatment unit.
 - b. Maintenance may include periodic testing of the unit as well as the collection of samples. Any maintenance, testing, or sample collection will occur during normal business hours or as arranged between the OLD RIVER WATER COMPANY and property owner: Filter replacement and water sampling will occur once per year.
- 2) To not adjust, modify, tamper with, bypass, or remove the “Multipure” filter device
- 3) To, within a reasonable period of time, notify the OLD RIVER WATER COMPANY of:
 - a. Any problems, concerns, or questions concerning the treatment unit.
 - b. The rental, lease, sale, or other transfer of the aforementioned property.
- 4) To indemnify and hold harmless the OLD RIVER WATER COMPANY for any injury or damage which may occur as a result of the installation, maintenance, operation, monitoring, or removal of the “Multipure” filter device.

All equipment shall remain the property of the OLD RIVER WATER COMPANY. The undersigned agrees to reimburse the OLD RIVER WATER COMPANY for any costs incurred because the undersigned adjusted, modified, bypassed, tampered with, or removed the treatment unit.

This agreement remains in effect: from the date of installation; until Old River Water Company determines that the treatment system is no longer necessary, or until the treatment unit is removed from the property. While in effect, this agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the property described herein.

RULE 10 - ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT/SERVICE

A. Establishment of Credit

Each Applicant applying for service will be required to establish credit, which will be deemed established upon qualifying under any of the following:

1. Applicant owns the premises for which services is requested or owns other real estate within the same service area of the Utility.
2. Applicant arranges a guarantor satisfactory to the Utility for the payment of Applicant's bills for service.
3. Applicant has been a Customer of the Utility and during the last 12 months of that prior service, has paid all bills for service without having been disconnected for nonpayment thereof.

B. Re-establishment of Credit

1. An Applicant who previously has been a Customer of the Utility and during the last twelve (12) months of the prior service has had service 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.
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 will be required to pay a re connection charge as prescribed under paragraph C. of Rule 5.
3. A Customer whose service has been discontinued at one residence will not have the right to require service to be renewed at another residence until all demands of the Utility for water furnished have been paid and its Rules and Regulations complied with.

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RULE 11 - CONSUMER WATER RESPONSIBILITIES

A. Leaks

All leaks in any pipe or fixture on the premises of the consumer shall be immediately repaired. On failure to repair any such leak, the service may be discontinued until repairs are made.

B. Inspection

All pipes, meters, and fixtures shall at all reasonable hours be subject to inspection by the Utility or its duly authorized agents.

C. Damages

The Utility shall in no event be responsible for maintaining any service line owned by the consumer, nor for any damages done by water escaping therefrom nor for defects in lines or fixtures on the property of the consumer. The consumer shall at all times comply with all regulations of the Public Utility Commission, if applicable, of the municipality and/or county, if applicable, and of the Utility, relating to the service lines, and shall make all changes in his/her line required on account of change in grade or otherwise.

Revised December 19, 2023

RULE 12 - OLD RIVER WATER COMPANY WATER CONSERVATION PLAN

1. Need for a Plan

Since we live in a desert community, the wise use of our water resource is necessary. Our well permit allocates 1,000 gallons of average water usage daily per residence. Pamphlets are available from any commercial lawn service to help in the planning for water sprinkler systems, drought tolerant varieties of lawn and landscape plants that are best suited for this climate.

2. Elements of the Plan

- a. Voluntary conservation by residents to meet the 1,000 gallons of average water usage.
- b. Water users will voluntarily implement every other day watering to moderate water demands.
- c. Installation of water meters to measure usage.
- d. Implementation of variable water rates to encourage water conservation.
- e. All purchasers of new and existing housing will be provided an education package to encourage water conservation. The purchasers of new housing will be encouraged to reduce the size of lawns and will be encouraged to landscape with plants that are adapted to desert communities.

3. Management of the Plan

- a. Management will introduce plans to identify leakage in water supplies, inaccuracies in water meters, and high pressure in water supplies.
- b. Management will work with individual water users to adapt to these conservation measures.

4. Exceptions and Application Procedures

Consideration of written applications for exceptions regarding restrictions on outside use of water set forth above may be granted by the utility.

5. Enforcement of the Plan

Violations of Section 2, Elements of the Plan, will result in the issuance of a notice advising the Customer that they are not in compliance with the utility's rule and regulations and are subject to disconnection for subsequent violations. Any such notice shall be delivered to the customer during the violation, or as soon as possible after the violation of the utility's rules and regulations.

A second violation of Section 2 without application to the utility for an exception shall result in termination of the customer's service in accordance with the Utility's rules and regulations. All usual reconnect fees and procedures shall apply to termination's authorized by this section.

6. This Plan is subject to evaluation and revision as needed.

7. Drought Contingency Plan

Adopt by tariff the ability to limit outdoor water use by customers to twice a week, once a week, or none, according to stages of drought or system emergency as defined in the tariff. The tariff will outline enforcement provisions which clearly state what penalties may apply.

4. Implementation Schedule

Following is a schedule for implementing this water conservation plan.

1996 Installation of water meters.

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Voluntary conservation by residents.

1997 Adopt tariff for drought and system emergency
Adopt incentives for water conservation.

10. Evaluation

The plan will be evaluated by tracking average usage per day per customer over time. Time of year and weather conditions will be considered. Cost effectiveness of a conservation measure for this Utility will be determined by comparing the present value of benefits to the present value of costs.

11. Adopt incentives that may include awards and recognition for conversion to plumbing fixtures designed to conserve the use of water and for the installation of landscaping that uses a minimum amount of water. Modify rate design to phase out non-conserving pricing and phase in conserving pricing.

Revised December 19, 2023

RULE 13 - BOARD OF DIRECTORS

A. The Board of Directors for the Old River Water Company shall be five (5), unless otherwise determined by a majority vote of the entire Board of Directors. The number of Director's shall not be less than five (5).

B. Time in Office

Each Director shall hold office until such time as he or she resigns, is removed or until his or her death.

C. Election of a Director

1. The members of the Board of Directors shall be elected by a majority of the votes cast at a meeting of the membership present or by proxy who are entitled to vote in an election.

2. In the event a general membership meeting cannot be held because of existing circumstances to elect a new Director, the current Board of Directors shall have the authority to determine the method of selection of a new Board Member.

Revised December 19, 2023

RULE 15 – Intentionally Left Blank

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Revised December 19, 2023

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RULE 20 – Intentionally Left Blank

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RULE 21 - MISCELLANEOUS

A. Agreements or Responsibilities by Agents of Utility

5. No agents or employees of the Utility shall have the authority to bind it by any promise, or agreement representation in violation of these Rules and Regulations.

B. Furnishing of Water Consumer to Non-Members of Old River Water Company.

- 2 No consumer shall be allowed to furnish water to another person except in cases of emergency, and then only for a limited time or until such emergency shall have passed.

Revised December 19, 2023