

Original Sheet No. 1
Cancels Sheet No. _____

SCHEDULE OF RATES
FOR
WATER AND SEWER SERVICE AVAILABLE
IN THE ENTIRE TERRITORY SERVED
BY
GRIZZLY PEAK WATER SALES & DISTRIBUTION, LLC

www.gpwsd.com

Toll Free: (855) 236-8305

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Original Sheet No. 2
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NOTICE

This Tariff is the initial tariff for
Grizzly Peak Water Sales & Distribution, LLC

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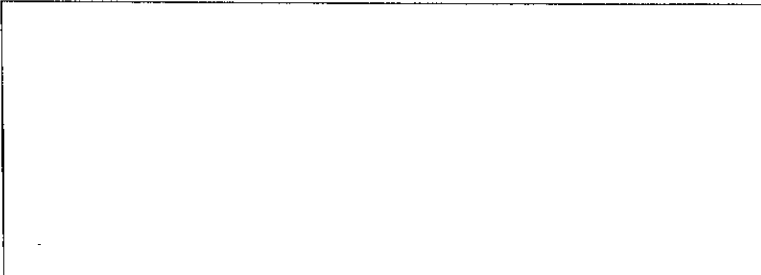
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Key to Symbols of Revised Tariff Sheets

- I — Indicates an increase
- R — Indicates a reduction
- T — Indicates a change in text but no change in rate
- N — Indicates new rate or regulation
- C — Indicates changed regulation
- S — Indicates reissued matter (from another sheet)
- D — Indicates discontinued rate or regulation
- Sub — Indicates substitute



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TERRITORY SERVED

Water and Sewer Service are supplied in the following territory:

A tract of land located in Sections 12 and 13, T 39 N, R 9 W, N.M.P.M., in San Juan County, Colorado and being more particularly described as follows:

The Southeast quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section 12, one East One-Half of the Northwest quarter (E ½ W ¼) of said Section 13 and the Northwest Quarter of the Southwest Quarter (NE ¼ SW ¼) of said Section 13, less and except that portion of land contained within the right-of-way of U.U. Highway 550 and Tract D, as shown on the plat of Cascade Village. Vacation and Abandonment Plat, filed in the San Juan county, Colorado, Clerk and Recorder's office under Reception Number 124690 in Book 222 at Page 728.

Contains 141 acres, more or less.

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WATER RATES
RATE SCHEDULE SUMMATION SHEET

<u>Rate Schedule</u>	<u>Sheet No.</u>	<u>Type of Charge</u>	<u>Billing Units</u>	<u>Base Rate</u>
CV	7	Service and Facility	-- See Sheet No. 7	

SEWER RATES
RATE SCHEDULE SUMMATION SHEET

<u>Rate Schedule</u>	<u>Sheet No.</u>	<u>Type of Charge</u>	<u>Billing Units</u>	<u>Base Rate</u>
CV	8	Service and Facility	-- See Sheet No. 8	

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SCHEDULE OF CHARGES FOR RENDERING SERVICE

To initiate or restore service.....	\$50.00
To transfer service at a specific location from one customer to another customer where such service is continuous	\$25.00
To perform non-gratuitous labor for service work in addition to charges for material:	
Trip Charge	\$40.00
(Assessed for trips where no actual labor is performed other than a general diagnosis of the customer's problem)	
For service work during normal working hours, per man-hour	\$40.00
Minimum Charge, one hour	\$40.00
For service work before 8:00 AM or after 5:00 PM Monday through Friday, or at any time on Saturday or Sunday, per man-hour.....	\$80.00
Minimum Charge, two hours	\$160.00
To process a check from a customer which is returned to the Company by the bank as non-payable.....	\$25.00

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WATER RATES

SCHEDULE CV (Cascade Village)

APPLICABILITY

Applicable to Water Service within the territory served by Grizzly Peak Water Sales & Distribution, LLC, as described on Sheet No. 4. This schedule applies to single family residential class customers taking water at permanent locations.

MONTHLY RATE

Residential Service and Facility Charge, per billing unit.....\$99.32
(each residential customer location is considered to be a single billing unit.)

Benchmark Building Service and Facility Charge.....\$893.88
(The Benchmark Building is considered to be the equivalent of 9 residential billing units.)

Irrigation Service and Facility Charge\$99.32
(Irrigation service is considered to be the equivalent of a single billing unit.)

SYSTEM DEVELOPMENT CHARGE \$16,000

The System Development Charge shall be assessed for each new connection to the Cascade Village system and is intended to assign new customers the capital cost responsibility of system capacity that is or will be available for such customers. Unless otherwise authorized by the Commission, amounts received by the Company from System Development Charges shall be restricted for use by the Company in meeting the cost of substantive capital improvement projects or for the acquisition of additional water resources.

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SEWER RATES

APPLICABILITY

Applicable to Sewer Service within the territory served by Grizzly Peak Water Sales & Distribution, LLC, as described on Sheet No. 4. This schedule applies to single family residential class customers receiving sewer service at permanent locations.

MONTHLY RATE

Residential Service and Facility Charge, per billing unit. (each residential customer location is considered to be a single billing unit.)	\$33.33
Benchmark Building Service and Facility Charge. (The Benchmark Building is considered to be the equivalent of 9 residential billing units.)	\$299.97
Common Area Service and Facility Charge. (Common Area Service is considered to be the equivalent of a single billing unit.)	\$33.33
Colorado Department of Transportation (CDOT) Service and Facility charge. (CDOT is considered to be equivalent of 6 residential billing units.)	\$199.98

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WATER AND SEWER RATES
WATER AND SEWER SERVICE
Schedule CV

PAYMENT

Bills for water and sewer service are due and payable within fifteen days from date of bill.

SERVICE PERIOD

Initial service under this schedule shall be for a minimum period of thirty days and thereafter until terminated, where service is no longer required, on three days' notice.

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WATER AND SEWER RATES
WATER AND SEWER SERVICE
SCHEDULE CV

RULES AND REGULATIONS

Service supplied under Schedule CV is subject to the terms and conditions set forth in the Company's Rules and Regulations on file with the Public Utilities Commission of the State of Colorado.

CONSTRUCTION DEPOSIT

Customers receiving service under Schedule CV will be required to pay a construction deposit prior to connection to the Company's system, consistent with the provisions of the Service Lateral and Distribution Main Extension Policy.

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RULES AND REGULATIONS
APPLICABLE TO ALL WATER AND SEWER SERVICE
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APPLICABLE TO ALL WATER AND SEWER SERVICES
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RULES AND REGULATIONS

WATER AND SEWER SERVICE

GENERAL STATEMENT

The following terms and conditions, filed with the Public Utilities Commission of the State of Colorado as part of the water and sewer tariff of the Company, set forth the provisions under which water and sewer service is supplied and govern all classes of service in all territory served by the Company. They are subject to termination, change, or modification, in whole or in part, at any time as provided by the rules of said Commission.

Service furnished by the Company is also subject to the Rules and Regulations of the Public Utilities Commission of the State of Colorado. Copies of the Company's rules are available for inspection at the offices of the Company.

Any waiver at any time of the Company's rights or privileges under these Rules and Regulations will not be deemed a waiver as to any breach of other matter subsequently occurring.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

DEFINITION OF TERMS

Billing Unit – A single location where the end-use consumption of water and the provision of sewer service occur.

Commission – “Commission” shall mean the Public Utilities Commission of Colorado.

Company – “Company” shall mean Grizzly Peak Water Sales & Distribution, LLC.

Customer – “Customer” shall mean any person, applicant or entity that uses sales or transportation services provided by Company for direct use.

Delivery Point(s) – The point(s) where Company delivers water to the customer.

Normal Service Pressure – The pressure at which water is delivered to the customer’s service, expressed in pounds per square inch, gauge (psig).

Point of Delivery - That point at which the Company delivers water to a customer.

Point of Service – That point at which the Company provides sewer service to the customer.

System – The pipelines, meters, wells, water treatment and storage facilities and other related facilities owned by Company and utilized in providing water and sewer service.

Year – A period of 365 consecutive days or 366 consecutive days if such period includes February 29, unless otherwise specified.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

BENEFIT OF SERVICE

An application for water and sewer service may be made at any office of the Company. The Company may require any applicant to sign an Application Contract before service is supplied. However, the use of water and sewer service constitutes an agreement under which the user receives water service and agrees to pay the Company therefor in accordance with the applicable rate schedules, rules and regulations. Each person of full legal age who resides at the premises to which service is delivered shall be deemed to receive benefit of service supplied and shall be liable to the Company for payment, subject to conditions hereinafter stated, whether or not service is listed in his/her name. The primary obligor for payment is the applicant or user in whose name service with the Company is listed (the customer of record). The Company is obligated to pursue reasonable and timely efforts to effect payment by or collections from the customer of record. In the event such efforts are unavailing, and it is necessary for the Company to effect payment by or collection from a user who is not the customer of record by transfer of an account or otherwise, the Company shall give prior written notice to said user that he/she may factually dispute the applicability of the benefit of service rule stated in this paragraph to his/her specific situation by making written complaint to the Public Utilities Commission. The benefits and obligations of the agreement for service may not be assigned without written consent of the Company. A separate agreement will be made for each class of service at each separate location.

During a period of vacancy in a rental property, the landlord or property owner may contact the Company in writing to request that water, service be transferred to his/her name. Upon such application by the landlord or property owner, the landlord or property owner becomes the customer of record and service will be provided in the name of the landlord or property owner.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

CHARGES FOR RENDERING SERVICE

Appropriate charges to customers will be made at the time service is initiated or restored, or in the event that service at a specific location is transferred from one customer to another. Charges will also be made to customers for all service work performed for customers on customer's premises except for gratuitous services provided by Company. Service work performed at other than regular working hours shall be subject to overtime rates. Charges are set forth on the tariff sheet entitled Schedule of Charges for Rendering Service. These charges are to offset Company's costs for such service work and transactions and are in addition to all other customer charges for utility service, for customer deposits and for required charges under Company's filed extension policy.

Gratuitous services to customers by the Company will not be charged to the customer. Such gratuitous services are limited to the following:

1. All emergency calls where permanent materials and facility replacement is not performed.
2. Bill investigations.
3. Customer service complaint investigations.
4. Maintenance of Company facilities.

To compensate Company for the cost of processing bad checks, the Company will make a charge to any customer whose check for payment to the Company is returned by the bank as not payable. The amount of the charge is stated on Sheet No. 6.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

MONTHLY BILLS

Bills for service will be rendered monthly. The term "month" for billing purposes means a calendar month.

If an initial or final bill is for a period less than the "monthly" billing period described above, billing may be prorated using a ratio of the number of days of service rendered during the month to the number of service days in the month.

All bills for service, including any excise tax imposed by governmental authority, are due and payable at an office of the Company, or to an authorized agent of the Company. If the customer fails to receive a bill, the Company, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the customer from payment for service rendered.

When Company for any reason submits a bill to a customer for utility service which contains a no charge. Company will include on such bill a notice informing customer that the bill does contain a no charge. In all bills, for additional charges resulting from a period of estimated or skipped billings, Company will include a written notice of customer's right to pay such additional charges in installments, where such estimated or skipped charges were not the fault of the customer.

If a customer gives notice at the Company's office prior to the time that payment is due that the correctness of the bill is disputed, stating reasons therefore, the Company will investigate the complaint. However, such notice disputing the correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect, the Company, at its sole option, will refund any overpayment or credit the amount of overpayment to the next bill rendered.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

POSSESSION OF WATER

Company shall be in control and possession of the water deliverable to Customer and responsible for any damage or injury caused thereby, until the same shall have been delivered to Customer at the delivery point or points, after which delivery Customer shall be deemed to be in exclusive control and possession thereof and responsible for any such injury or damage.

CUSTOMER'S INSTALLATION

Concurrently with or prior to requesting water and sewer service the customer shall submit to Company on forms supplied by Company, written data detailing the service requested, to enable Company to determine if the type of service, quantity, capacity, and pressure desired by customer is available; to determine if extensions of, or additions to, Company's facilities will be required; and to secure definite location of the point of delivery and point of service, i.e., point where Company's water and sewer facilities will connect to those of customer. Before any additions to or alterations of existing installations are made by customer which will materially affect the amount of service required, or which may require a change in the type of service, the point of delivery, or the point of service, the Company must be notified reasonably in advance thereof as to the proposed additions or alterations in order that the Company may first determine if the service desired is available and, if so, that the necessary changes in the Company's facilities may be arranged for and completed. The Company will also review the requested service for compliance with the applicable county regulations and covenants regarding water use and sewer service and required water rights.

The Company accepts no liability for injury or damage caused by defects in customer's piping or equipment. The customer must provide adequate, testable anti-syphon valves installed at a point upstream of any sprinkler system.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

CUSTOMER'S INSTALLATION – cont'd

When the Company is required by order of properly constituted authorities to move or alter its existing distribution or sewer system, thereby necessitating a change in the location of the service lead, the point of delivery, or the point of service, the Company will designate a new point of delivery or point of service and bear the expense of relocation of Company facilities to that point, and customer, at customer's expense, will bring all necessary customer piping to that new point of delivery or point of service.

Service will be delivered to the customer for each premise at one point of delivery and one point of service designated by the Company. For the mutual protection of the customer and the Company, only authorized employees, agents or contractors of the Company are permitted to make connections between the Company's water service and the customer's piping and the Company's sewer service and the customer's piping.

The Company reserves the right to require the customer to reimburse the Company for any cost due to a change in meters or other apparatus or in their location made at the request of the customer. Meters and other equipment of the Company will be removed or relocated only by employees or agents of the Company.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

PROTECTION OF SUBSURFACE FACILITIES

Customer shall consult Company regarding necessity of changing location of water and sewer service before building any improvement, addition or structure over the water and sewer service pipes or in the vicinity of Company's facilities. Customer shall notify Company before undertaking any type of excavation or change in surface grade of customer's property, or operating or permitting the operation of any power excavating or ditching equipment in the proximity of Company's underground water and sewer service on customer's premises.

LIABILITY

All mains, services, apparatus, instruments, meters, and materials supplied by Company at its expense or under its standard policies will be and remain the property of the Company. Company's property shall not be worked upon or interfered with by customer or other unauthorized persons.

The customer shall be responsible for any damage to or loss of Company's property located on customer's premises, caused by or arising out of the negligence of customer or customer's agents, employees, licensees, or invitees, or the misuse or unauthorized use of Company's property by customer or customer's agents, employees, licensees, or invitees. The cost of making good such loss and/or repairing such damage shall be paid by the customer. Customer shall be held responsible for injury to Company's employees if caused by customer's negligence.

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RULES AND REGULATIONS

WATER AND SEWER SERVICE

GENERAL

LIABILITY – Cont'd

The customer shall be responsible for any injury to persons or damage to property occasioned or caused by the negligence of the customer or any of customer's agents, employees, licensees or invitees in installing, maintaining, operating or using any of the customer's piping, equipment, machinery or apparatus, and for injury and damage caused by defects in the same.

Company shall not be liable for injury to persons, damage to property, monetary loss, or loss of business caused by accidents, acts of God, fires, floods, strikes, wars, authority or orders of government, or any other causes and contingencies beyond its control.

INDEMNITY TO COMPANY

Customer shall hold the Company harmless and indemnify it against all claims and liability for injury to persons or damage to property when such damage or injury results from or is occasioned by the facilities located on customer's side of the point of delivery unless caused by the negligence or wrongful acts of Company's agents or employees. "Customer" and "Company" as used herein shall include without limitation the agents, employees, licensees or contractors of each of said parties, or persons acting with permission or authorization from the respective parties.

PRIORITY OF SERVICE

In case of a shortage of supply, Company shall have the right to curtail service subject to approval by the Commission.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

DIVERSION OF WATER

Any tampering or interfering with pipes, devices, or equipment connected to Company's distribution system or the damage to, alteration, or obstruction of any meter (including the breaking of meter seals) which will permit or make possible the use of water without its proper registration on Company's meter shall constitute prima facie evidence of diversion of water by the customer in whose name service is being rendered, or by the person benefiting from the use of such diverted water.

In such instances, Company will, in any reasonable manner, compute the amount of diverted water. Where Company is unable to make such count, the computation will be based upon any other available information, or estimated. Such computation or estimate shall be made for the period beginning with the date on which customer began using water at the location where the diversion occurred, unless evidence proves the diversion commenced at a later date, and ending with the date on which such diversion ceased. Bills for water diverted, based upon the aforesaid computation or, where necessary, upon estimation, under the applicable rate in effect during the period of diversion, plus the cost of investigating and confirming such diversion, disconnecting service, equipment damages and other related items shall be due and payable in accordance with the Company's tariffs.

If service has been discontinued for failure to comply with any of the Company's rules and regulations and a diversion of water has been confirmed subsequent to discontinuance, (1) the Company will not render service to customer, or to any other person for customer's use, until the Customer has paid or made appropriate arrangements (when applicable) with the Company for the payment of all charges relating to the diversion of water and for all past due bills for service rendered at the same location; and (2) the Company will confirm that the cause for the discontinuance of water, if other than for non-payment, has been cured. Payment arrangements shall not be available in any case where the customer has defaulted on an installment payment arrangement.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

DIVERSION OF WATER – Cont'd

If service has been discontinued for diversion of water, the Company will not render service to the Customer or to any other person for the Customer's use, at the same location until the Customer has arranged with the Company for the installation of, or has installed at the Customer's expense, such entrance and service equipment as is necessary to prevent further diversion of water.

The foregoing rules pertaining to diversion of water in no way affect or modify any action or prosecution under the laws of the State of Colorado.

Customers who wish to dispute any action of the Company may lodge a formal complaint with the Colorado Public Utilities Commission, External Affairs Division, in writing at 1560 Broadway, Suite 250, Denver, CO, 80202, or by telephone at (303) 894-2070 or (800) 456-0858.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

EASEMENTS

A contract for water and sewer service, or receipt of service by customer, will be construed as an agreement granting to Company an easement for water mains, sewer, services, meters and other equipment of Company necessary to render service to customer. If requested by Company, customer, before service is connected, will execute Company's standard form of right-of-way agreement, granting to Company, at no expense therefore, satisfactory easements for suitable location of Company's mains, sewer, services, meters and metering equipment, and other appurtenances on or across lands owned or controlled by customer, and will furnish space and shelter satisfactory to Company for all apparatus of Company located on customer's premises. In the event that customer shall divide premises by sale in such manner that one part shall be isolated from streets where Company's water mains or sewer services are accessible, customer shall grant or reserve an easement for water and sewer service over part having access to water mains or sewer service for the benefit of the isolated part.

ACCESS FOR COMPANY'S EMPLOYEES

The customer will provide access to his premises at all reasonable times for authorized employees of the Company for any proper purpose incidental to the supplying of water and sewer service.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
GENERAL

RESALE OF WATER

Water service supplied by the Company is for the exclusive use of the customer. Consequently, the customer will not be permitted by submetering or otherwise, to determine a quantity of water and resell the same as such to any other person or persons on the customer's premises or for use on any other premises. A master-metered customer may, however, check-meter tenants, lessees, or other persons to whom ultimately the water is distributed for the purpose of reimbursing the master-metered customer by an appropriate allocation procedure. The Company reserves the right to refuse to furnish water service to any customer where the purchase of such service is for the purpose of resale by customer to others. In the event water is resold in conflict herewith, Company shall have the right to discontinue service to customer.

COMPLAINTS

Customers who wish to dispute any action of the Company may lodge a formal complaint with the Colorado Public Utilities Commission, External Affairs Division, in writing at 1560 Broadway, Suite 250, Denver, CO, 80202, or by telephone at (303) 894-2070 or (800) 456-0858. The Company will investigate promptly all complaints made by its customers and will keep a record of all written complaints which record will include: the name and address of the complainant, the date, the nature of the complaint, and the adjustment or disposition made thereof. This record will be kept at least two years after the date of the complaint.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
STANDARDS

SYSTEM OPERATION AND MAINTENANCE

The Company will construct, operate and maintain its water and sewer systems in such manner as to furnish good, safe, adequate and continuous water and sewer service in accordance with the Rules and Regulations of the Public Utilities Commission of the State of Colorado.

- a. The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of water and to avoid any shortage of same and, excepting interruptible service, interruption of same. However, Company will not be liable for interruption, shortage, or insufficiency in the supply of water, or for any injury, loss, or damage occasioned thereby, including, but not limited to, that occasioned by accidents, breakdown of equipment, acts of God, authority and orders of government, flood, storms, fires, strikes, riots, or war.
- b. The Company, whenever it shall find it necessary for the purpose of making repairs or improvements to its systems, will have the right to temporarily suspend the delivery of water.
- c. Interruptions of service, however, will not relieve customer from any charges for service actually supplied, nor will accidents to customer's equipment or machinery, or failure of customer's installation, not due to fault of Company, relieve customer of payment of minimum charges under the rate schedule or contract applicable.

MEASUREMENT OF SERVICE

Metered Service

The Company reserves the right to require, at the customer's sole cost, the installation of an appropriate metering device on all newly constructed residential and commercial service locations connected to the Company's system.

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RULES AND REGULATIONS
WATER AND SEWER SERVICE
STANDARDS

Meter Accuracy

All meters required to be installed will be tested for accuracy of adjustment and registration before installation and if inaccuracy is found, such meters shall be adjusted to register within standards set forth in the Commission's rules. Otherwise, the Company shall not be required to test the accuracy of such meters until such time as such meters are used to determine rates on the Company's system.

BILLING ERRORS

The Company will exercise all reasonable means to assure accurate computation of all bills for water service. Customer agrees to accept the Company's accounting for water measurement and billing. In the event errors in billing occur, Company shall refund to customer the amount of any overcharge having resulted therefrom and, likewise, shall have the right to collect from customer the amount of any undercharge. The time period for billing and collection for billing errors shall be limited to six months; the period for refunding any overcharges shall be up to 2 years. The provisions of this tariff sheet shall not apply in the case of bypass, water diversion or in cases of subterfuge.

WATER QUALITY SPECIFICATIONS

The Company will maintain water quality within the specifications required by the Colorado Department of Public Health and Environment, as applicable to service provided by the Company.

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RULES AND REGULATIONS

WATER AND SEWER SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

These Rules and Regulations set forth the Service Lateral Connection and Distribution Main Extension Policy of the Company available in all territory served by the Company.

GENERAL PROVISIONS

The provisions of this policy are subject to the applicable Rules and Regulations and Orders of the Public Utilities Commission of the State of Colorado and to the Company's Rules and Regulations on file with said Public Utilities Commission.

When one or more Applicants request water and sewer service at premises not connected to the Company's distribution and sewer systems or request an increase in service to premises already connected, and where such increase necessitates additional investment, Company, after consideration of Applicant's water and sewer requirements, will design and estimate the cost of the extension, expansion, or other changes necessary to provide the requested service. The determination of facility type and routing will be made by Company to be consistent with the characteristics of the territory in which service is to be rendered and the nature of Company's existing facilities in the area.

In all cases, the facilities provided will be constructed by the Company or its designated agent in accordance with the Company's specifications, standards and procedures, and shall be, at all times, the property of the Company to the point of delivery. Distribution extension costs and deposits will be based upon the Company's estimate of the cost of constructing and installing the facilities necessary to adequately supply the service requested by Applicant. Such cost will, include, but not be limited to, the cost of all materials, labor, rights-of-way, etc., together with all incidental and overhead expenses connected therewith. Where special items, not incorporated in said specifications, are required to meet local construction conditions, the cost thereof will also be included.

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RULES AND REGULATIONS

WATER AND SEWER SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

DEFINITION OF TERMS

Distribution Extension

Distribution or supply main, including all appurtenant facilities necessary to supply service to an additional customer, or to increase the level of service to an existing customer.

Distribution Reinforcement

Increase in size or number of existing facilities necessitated by Applicant's estimated water requirements.

Extension Completion Date

The date on which the construction of a Distribution Extension or Distribution Reinforcement is completed as shown by the Company's records.

Construction Costs of Distribution Facilities

The combined total costs of all facilities necessary to the Distribution Extension or Distribution Reinforcement, including satisfactory rights-of-way,

Construction Payment

Amount advanced by Applicant to pay all Construction Costs.

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RULES AND REGULATIONS

WATER AND SEWER SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

DEFINITION OF TERMS – Cont'd

Refund of Construction Payment

Amount of Construction Payment returned to customers or assignees by the Company.

Service Laterals

The supply pipe extending from the distribution main to and including the first valve on the main side of the meter (where applicable) or the point where the Company's water facilities are first connected to the water facilities of the customer. Service Lateral shall also mean the sewer pipe extending from the Company's sewer system to the customer's sewer facilities.

Meter Piping

Pipe and fittings necessary to extend from the end of the service lateral to the meter (where applicable) or the point where the Company's water facilities are first connected to the water facilities of the customer.

Point of Delivery

Point where the Company's water facilities are first connected to the water facilities of the customer. The location of the point of delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate. In most cases this point will be the service shut-off valve located approximately at the property line of the service address.

Meter Location

The physical location of the water meter measuring the amount of water supplied to customer. Meter locations in all instances will be determined by Company and will be located so as to be accessible to Company's meter readers at all times.

Point of Service

Point where the Company's sewer facilities are first connected to the sewer facilities of the customer. The location of the point of service will be determined by the Company in accordance with standard practice or as individual circumstances may dictate.

Original _____ Sheet No. SL4
Cancels _____ Sheet No. _____

RULES AND REGULATIONS

WATER AND SEWER SERVICE

SERVICE LATERAL CONNECTION AND DISTRIBUTION MAIN EXTENSION POLICY

WATER METER AND PIPING INSTALLATIONS

Service to all newly constructed service locations shall require the installation of an appropriate metering device, along with appropriate meter piping, as determined by the Company in order to supply Applicant's requirements. Applicant will provide all facilities necessary for proper meter installation in conformance with Company requirements for such installation. Separate charges will be made for meter piping to additional meter locations in the same building except in the case of a meter header.

Title to meter, meter piping and the service lateral upstream of the point of delivery shall at all times be vested in Company.

The cost of installing the service lateral to the point of delivery, and the cost of the meter and meter piping shall be charged to the customer at the time of installation. Following the Customer's application for service as described on Sheet R8, the Company shall provide the prospective new customer with a written estimate of these costs.

If additional work beyond the installation of the service lateral and meter are required in order to provide service to a new customer, a deposit for this additional construction may be required. This deposit will be calculated by determining the entire cost to provide service to the customer. Upon completion of the work to connect the new customer, the Company will review the construction cost and determine if any refund of any portion of the deposit is due the customer. For new developments, the fee will be the entire cost to provide service to that new development.

Original Sheet No. SA1
Cancels Sheet No. _____

GENERAL TERMS AND CONDITIONS

WATER SALES AND SEWER SERVICE

These General Terms and Conditions apply to Water Sales Service in all territory served by the Company.

DEFINITION

Water Sales Service is the furnishing of water for the exclusive use of the individual customer through a single meter (where applicable) or to the point where the Company's water facilities are first connected to the water facilities of the customer.

Sewer Service is the furnishing of a collection system for the exclusive use of the individual customer to a point where the Company's sewer facilities are first connected to the sewer facilities of the customer.

DEPOSITS AND REFUNDS

Existing customers shall not be required to place a deposit with the Company, if the customer has a satisfactory credit record with the Company in accordance with (1) below. For this purpose an existing customer shall include customers who change location if service is initiated at a new location within two weeks of discontinuance of service at the old location and customer advises the Company prior to discontinuance at the old location of intent to take service at the new location.

Applicants for service who are divorced or widowed and whose former spouse met the above requirements shall not be required to place a deposit with the Company. Applicants who are divorced or widowed and whose former spouse had a satisfactory credit record with the Company in accordance with (1) below shall be deemed to have a satisfactory credit record with the Company themselves and shall not be required to make a deposit.

Original Sheet No. SA2
Cancels Sheet No. _____

GENERAL TERMS AND CONDITIONS

WATER SALES AND SEWER SERVICE

DEPOSITS AND REFUNDS – Cont'd

All new applicants for water service, including former customers who have had a discontinuity in service shall be subject to the following deposit considerations;

- (1) Applicants who have previously received service from the Company for at least nine (9) consecutive months within the last three (3) years and who maintained a satisfactory credit record during the most recent nine (9) consecutive months of previous service, will be classified as an "old customer" and will not be required to make a deposit. A satisfactory credit record is defined as no discontinuance of service during the most recent nine (9) consecutive months of previous service and if service was not discontinued, less than three (3) notices of discontinuance were issued during that time.
- (2) If applicant for service does not meet the above requirement, Company will classify applicant as a "conditional customer," and will require the deposit of a sum equal to an estimated thirty days bill, based on actual previous winter usage wherever possible. Such deposit is not an advance payment or partial payment of any bill for service, but is security for payment of bills for service, to be applied against unpaid bills only in the event service is discontinued.
- (3) Deposits shall be refunded after a twelve month period if no delinquency resulting in the issuance of a written notification of discontinuance of service to the customer has occurred. Thereafter, review will be made annually or upon customer request to determine if customer is eligible for refund. Refunds will otherwise be made only at such time as service is discontinued and all outstanding bills have been paid.

Original Sheet No. SA3
Cancels Sheet No. _____

GENERAL TERMS AND CONDITIONS

WATER SALES AND SEWER SERVICE

DEPOSITS AND REFUNDS – Cont'd

(4) Interest at the customer deposit rate approved annually by the Commission shall be paid on customer deposits, either in cash or by a credit to the customer's account. Such rate shall remain in effect until such time as the Commission establishes a revised interest rate percentage to be charged by the Company. Interest will be paid upon refund of the deposit or annually upon request of a customer. The interest rate is subject to change January 1 each year in accordance with the rules of The Public Utilities Commission of the State of Colorado. Whenever the interest rate is changed, deposits held by the Company shall earn interest at the new rate for the portion of time the deposit is held beyond the effective date of the interest rate change.

DISCONTINUANCE OF SERVICE BY COMPANY

The Company adopts Rule (4 CCR) 723-5-5400 through 5410 from the Commission's Rules and Regulations in the matter of Billing and Service and Discontinuance of Service. In the event the Company is unable to physically discontinue service to a customer due to the absence of a metering device serving the customer's end use location, the Company shall nevertheless be authorized to pursue collection of any amounts owed by such customer in accordance with law. If it obtains judgment, the Company may also seek the establishment and foreclosure upon a real property lien upon the customer's property in accordance with law.

Original Sheet No. SA4
Cancels Sheet No. _____

GENERAL TERMS AND CONDITIONS

WATER SALES AND SEWER SERVICE

RESTORATION OF SERVICE

Service which has been terminated due to failure to pay or make arrangements for payment of bills for service rendered will be restored if customer pays all applicable collection or reconnection charges, enters into installment plan arrangements or modified budget billing arrangements and makes the first installment payment. This provision will not apply in cases where termination has occurred due to breached arrangements. If service is terminated after breach of arrangements, service will be reinstated only after customer has made payment in full of all amounts owed, including any collection or reconnection charges and after posting any deposit required for service.

Service also will be restored upon receipt of a valid medical certificate and will not be discontinued again until said medical certificate, or any valid extension thereof, has expired. Where service has been discontinued as set forth in these rules, Company shall restore such service within 12 hours after elimination by customer of the cause for discontinuance, unless extenuating circumstances prevent restoration. Extenuating circumstances includes, but is not limited to, the requirement that the customer or someone designated by the customer be at the premises at the time of restoration.

GRIZZLY PEAK WATER & SALES DISTRIBUTION, LLC
7170 S. Baden Ave., Suite 200
Tulsa, Oklahoma 74135

Colo. P. U. C. No. 1

Original Sheet No. SA5
Cancels Sheet No. _____

GENERAL TERMS AND CONDITIONS

WATER SALES AND SEWER SERVICE

BUDGET BILLING PLAN

The Company shall offer such budget billing arrangements as may be required by the rules and regulations of the Public Utilities Commission of the State of Colorado.

Advice Letter No. 1
Decision No. C11-0945

James A. Bush
Manager
Grizzly Peak Water & Sales Distribution, LLC

Effective Date: September 1, 2012