

**SCHWEITZER WATER COMPANY
SCHWEITZER UTILITY COMPANY**

WATER – WASTEWATER

165 Village Lane, Suite A, Sandpoint, Idaho 83864

Phone: 208-255-3046 Fax: 208-255-4576

Utilities Application Package

Schweitzer Water Company
Schweitzer Utility Company
Schweitzer Mountain, Idaho
165 Village Lane, Suite A
Sandpoint, ID 83860

January 2026

Welcome,

This package is to provide developers, owners and builders with an explanation of the requirements of our utility application process. Please review the following pages thoroughly and direct any questions to Schweitzer Water Company and Schweitzer Utility Company (SWC/SUC) at either of the contact numbers below.

To best meet the needs of existing and new customers, and to control fees and operating expenses, SWC/SUC will be either performing or contracting the following services.

- On-site evaluation inspections.
- Utility site plan review.
- Preconstruction Meeting.
- Utility inspection services.
- Utility site plan As-Built review.
- Grading and Stormwater Management plan review.

The utility applicant is directed to the SWC/SUC administration office located at the Mill Building above the rental store, to obtain the utility application package. The applicant shall then contact SWC/SUC to schedule an on-site evaluation. The applicant must also obtain a Building Location Permit (BLP) by contacting the Bonner County Planning Department at (208) 265 1458. The sewer service connection from the buildings to each septic tank and water lines from the building to the curb stop are under the authority of the Idaho Division of Building Safety and will need to secure a permit from the Idaho Division of Building Safety (DBS). The septic tank installation is under the authority of the Idaho Department of Environmental Quality (IDEQ) with IDEQ review and approval required prior to installation.

Schweitzer Water Company
Schweitzer Utility Company
Office: (208) 255-3046 or (208) 255-3042

By signing below, the following acknowledge receipt and review of this Utilities Application Package:

Owner/Applicant: _____ Date: _____

Architect/Design Professional: _____ Date: _____

Engineer: _____ Date: _____

General Contractor: _____ Date: _____

PRIOR TO ANY CONSTRUCTION, the following policies and contracts are requirements that must be agreed to, executed as necessary and be in place. All construction shall strictly adhere to the attached guidelines.

The term “Developer” used throughout this document refers to Developer / Owner and Builder.

- Section 1 Requirements for On-site Improvement Plans

- Section 2 Description of Fees

- Section 3 Utility System Permit Application & Installation Guide

- Section 4 Construction Requirements

- Section 5 Utility Easement Agreements

- Section 6 Water & Sewer Extension (Offsite) Requirements for Developers

- Section 7 Utility Service Agreements

- Section 8 Stormwater Management and Snow Storage

SECTION 1 REQUIREMENTS FOR ON-SITE IMPROVEMENT PLANS

Bonner County requires an approved Building Location Permit (BLP) prior to commencing the building construction. To obtain an approved BLP, the County requires SWC/SUC to sign off on the permit. The Idaho Department of Environmental Quality (IDEQ) has review authority over septic tanks that are connected to a community wastewater collection system. IDEQ approval of septic tank installation is required before SWC/SUC can sign off on the BLP. All sewer connections and septic tank installations require review and approval by both SWC/SUC and IDEQ. Water service connections located within SWC's water service area require review and approval of SWC. Water service and connections outside of SWC's service area require coordination and approval from other water service providers.

SWC/SUC WILL ONLY SIGN OFF ON A COUNTY BUILDING LOCATION PERMIT ONCE ALL OF THE FOLLOWING REQUIREMENTS ARE MET:

- Provide two (2) copies of the utility site plan showing the proposed septic tank size and location, proposed sewer line size and location, proposed water line size and location, tap location(s), and dry utility locations. This site plan shall be to scale (1" = 100' maximum), have a north arrow, title block, legend, and accurately depict the existing conditions of the site, as well as the proposed alignment and location of future improvements and be prepared by an engineer or landscape architect licensed in the state of Idaho. This site plan must be available prior to the initial on-site evaluation inspection. Utility construction plans shall not be completed until after the initial on-site evaluation inspection.
- Submit a preliminary engineering report (PER) and construction plans for the septic tank installation (including pumping system if applicable) to the Idaho Department of Environmental Quality (IDEQ) for review and approval. PER and plans must be prepared in accordance with the IDEQ's current Wastewater Rules (IDAPA 58.01.16), Following approval by IDEQ, submit a copy of the approval letter(s) to SWC/SUC along with the stamped approved PER and plans. A draft PER and construction plans must be submitted to SUC and reviewed and approved by SUC prior to submittal to IDEQ.
- Floor plans showing number of bedrooms and lofts must be submitted to SWC/SUC for approval.
- A Snow Storage management plan must be submitted to SWC/SUC for review and approval.
- The Septic Tank Application and Permit in this package is to be completed and signed by the developer and given to the SWC/SUC representative with 100% payment of applicable fees (see Section 2). Sewer Hook-up fees are based on sleeping capacity, and correlate to a physical address. It is the policy of SWC/SUC that Sewer hook-up fees are not transferable. If you currently "own" a Sewer hook-up for a physical address that is not in use, transfer of this paid hook-up to another physical address is not permissible.
- Utility construction plans and specifications must be prepared by a professional engineer licensed in the State of Idaho and submitted to the SWC/SUC or designated representative for review and approval. All plans shall be construction quality, be prepared by an Idaho Licensed Professional Engineer; be to scale (1" = 100' maximum); have a north arrow, title block, and legend; shall include appropriate details showing connections, valves, backflow preventors, septic tanks, thrust blocks and any other necessary details; shall call out the make and style of conduit, connections, valves, backflow preventors; shall clearly specify minimum depth of utilities from existing elevation, and minimum cover; and shall specify backfill material with maximum size aggregate, compaction requirements and compaction efforts. As a minimum, all construction requirements shall conform with the latest edition of the Idaho Standards for Public Works Construction (ISPWC). **If Utility construction involves sewer or water main construction or extension, plans and**

specifications must be submitted to IDEQ for review and approval. Construction drawings must be submitted to SWC/SUC or designated representative for review and approval.

- Submit a copy of the approved on-site grading and stormwater management plan to SWC/SUC. A Bonner County approved grading and stormwater management plan is required by the SWC/SUC for all building projects.
- Execute and submit the utility easement agreement if applicable.
- Execute and submit the utility Service Agreement.
- Other permits required:
 - Plumbing; State of Idaho Division of Building Safety - Plumbing Bureau
 - Electrical; State of Idaho Division of Building Safety - Electrical Bureau

SECTION 2 DESCRIPTION OF FEES

GENERAL

All fees are due in full with the applications/agreement and prior to SWC/SUC Company sign-off of the Building Location Permit. All fees will be paid to SWC/SUC

HOOK-UP FEES (check to be made payable to Schweitzer Utility Company)

	<u>WATER*</u>	<u>SEWER*</u>
One Bedroom	None	\$5,695
Two Bedroom	None	\$7,430
Three Bedroom	None	\$10,900
Each Additional Bedroom	None	\$3,960
Each Additional Loft	None	\$2,230

*In the event that a service tap is not available, all costs associated with installing a tap is solely the responsibility of the customer. Likewise, if owner chooses not to use existing water or sewer tap, all costs associated with installing a tap is solely the responsibility of the customer.

ADMINISTRATIVE FEE \$1,500 (check payable to Schweitzer Utility Company)

The administrative fee is based upon reviewing the utility site plan and application package, reviewing submitted grading and stormwater management plan, a preconstruction meeting, up to three (3) interim inspections, providing an inspection of the water and sewer upon completion, and providing a final inspection of the completed stormwater management system. These services will be provided by SWC/SUC or designated representative.

Factors that will incur additional fees

- Additional inspections required resulting from unacceptable construction or backfill prior to inspection will be charged an additional fee of \$200 per inspection. No project will be approved unless all portions of the system have been constructed according to approved plans and specifications and are inspected and approved.
- All inspections must be scheduled a minimum of 24 hours in advance. If adequate notice is not given, an additional fee of \$200 will be charged.

MONTHLY SERVICE FEES

Monthly fees to commence upon hooking up to the system OR 1 year from date of signed Building Location Permit whichever comes first.

- **Water Service Fee** **\$44.80 per month**
- **Sewer Service Fee** **\$60.00 per month**

SECTION 3

UTILITY SYSTEM PERMIT APPLICATION & INSTALLATION GUIDE

GENERAL NOTES

No verbal approvals will be given, and the application procedures below must be followed by all developers.

APPLICATION PROCEDURE

1. Applicant shall provide SWC/SUC with Septic Tank Application, a general site plan showing building location, structures, contours, springs, drainages, property lines, surface water, driveways, dry utilities, floor plans, and utility site plan as further described below. The applicant shall also provide SWC/SUC with a copy of the stamped grading and stormwater management plan submitted to Bonner County.
2. Following initial review of the application package, fees will be determined and must be paid prior to proceeding with full review.
3. A utility site plan showing SWC/SUC utility locations shall be prepared by a Professional Engineer licensed in the State of Idaho and submitted to SWC/SUC for approval. Utility site plan shall include building location, structures, springs, drainages, water lines, property lines, surface water, driveways, proposed sewer and water lines and proposed septic tank location and size. A copy of the septic tank preliminary engineering report (PER) and construction plans, submitted to IDEQ, shall also be provided to SWC/SUC for review and comments prior to submittal to IDEQ.
4. Prior to start of construction, a preconstruction meeting shall be scheduled with SWC/SUC to review the approved plans and specifications with the contractor that is to begin the work. During this meeting, we will also discuss construction phasing, parking, equipment storage, the staging of materials, temporary and final stormwater management and erosion control plans, fire access etc. Please allow up to 5 working days for this meeting to take place. **This is a very important meeting, and this meeting is vital to successful construction. Failure to schedule this meeting prior to construction may affect the final approval of the job.** A map depicting the location of approved parking/staging areas, as well as restricted parking/staging areas shall be developed by the contractor and posted on-site in a location that is generally visible. All employees, visitors and subcontractors that visit the site shall be made aware of the approved parking/staging areas as well as the parking/staging restrictions.
5. After the pre-construction meeting and once all approvals are in place, construction may proceed in accordance with the approved plans and specifications. Any deviations from plans and specifications must be approved in writing by SWC/SUC and the engineer of record. A complete set of approved plans and specifications shall always be on site during construction. Anyone performing construction or excavation and any supervisor shall be familiar with the approved plans and specifications as they relate to the work being accomplished. SWC/SUC or designated representative must inspect the system periodically during construction, and after components are connected and before covering. **DO NOT COVER ANY PORTION OF THE SYSTEM WITHOUT PRIOR APPROVAL FROM SWC/SUC. THIS INSPECTION MUST BE ARRANGED WITH SWC/SUC OR DESIGNATED REPRESENTATIVE AT LEAST 24 HOURS PRIOR TO INSPECTION DATE OR AN ADDITIONAL INSPECTION PENALTY WILL APPLY** (See Section 2 for description of fees). Failure to have a portion of the construction inspected prior to backfill will result in the project not being approved until the entire section is uncovered and inspected. **No project will be approved without inspections.** It is the contractor's responsibility to be aware of weather reports and to schedule construction and excavation accordingly. SWC/SUC will make every effort to comply with emergency needs due to weather, but we will not accept liability for any work that must be accomplished due to the advent of inclement weather. We will not apply a late charge for the 1st emergency inspection due to weather, however, all other emergency inspections will require a late fee.

6. After SWC/SUC or designated representative inspector has approved installation, cover with approved back-fill only and to the compaction requirements specified in the approved plans and specifications, but at a minimum to comply with the latest edition of the ISPWC.
7. If construction is not acceptable an additional inspection will be required. **Three construction inspections are included in the permit price.** Additional inspections will be charged at \$200 each. During each construction inspection, temporary stormwater management and erosion controls will also be inspected. If stormwater management or erosion controls are unacceptable, an additional inspection will be required.
8. Contractor shall construct final stormwater management system in accordance with the approved stormwater management plan. Upon completion, a **final inspection** shall be scheduled with SWC/SUC or designated representative at least 48 hours in advance.
9. The engineer of record will develop “as-built” record drawings and submit to SWC/SUC for review and approval. The engineer of record will also prepare septic installation record drawings for submittal to IDEQ.
10. **“Will Serve”** If you seek a density change, lot line adjustment or developing a “PUD” etc. The county will require a will serve letter from SWC/SUC to complete this process.
11. All fees must be paid in full for all lots included in a “development area”. We will not sign off on an entire PUD. The total number of lots in a development area is to be set by SWC/SUC.
12. Monthly fees shall start when the connection is made OR one year from the date the BLP is signed by SWC/SUC.

SECTION 4 CONSTRUCTION REQUIREMENTS

In this section:

- 1. General Notes**
- 2. Requirements and Components for Water Service Line Installation**
- 3. Requirements and Components for Sewer Service Line and Septic Tank Installation**
- 4. Septic Tank Application**
- 5. Typical Water Service Detail**
- 6. Typical Gravity Septic Tank Detail**
- 7. Typical Pumped Septic Tank Detail**

1. GENERAL NOTES

- All water and/or sewer service installations must be inspected and approved by SWC/SUC prior to backfilling.
- **SWC/SUC will keep records of each construction project. Negligent construction practices, or practices that do not conform to this agreement or verbal instruction will be documented and will be used to qualify contractors for future work. All contractors shall have a valid Public Works license in the State of Idaho.**
- **Septic Tanks** – All Septic Tank Effluent Gravity (STEG) and Septic Tank Effluent Pressure (STEP) installations shall be designed by a Civil Engineer, licensed to practice in the State of Idaho. The engineer is to prepare a utility plan showing the lot / building site, footprint of building, septic tank (location, size and type of tank), and when necessary to pump up to a sewer main, effluent pumping system (location, pump size, vault size, and type). STEP system pumps and effluent lines are to be sized by the engineer and specified on the utility plan.
- **Water Meters** – Are required with all installations to SWC/SUC systems and are to be installed inside the dwelling with an isolation valve upstream.

It is mandatory that all water meters be fitted with a remote reader. The remote reader is to be installed adjacent the front door of the building giving SWC/SUC clear and constant access to the remote. The remote reader is required and instrumental to locating system leaks during snow season.

The following are approved water meters:

- Badger Meter “Recordall” Disc Meter, Lead Free, NSF 61 with HR-E Encoder and “BadgerTouch” Automated Meter Reading Remote Module.
 - Badger M70 – 1” line
 - Badger M120 – 1 ½” line
 - Badger M170 – 2” line
- Mueller Magnetic Drive Positive Displacement Disc Meter, Lead Free, NSF 61 with “TruRead” remote display.
 - Model 452 – 1” line
 - Model 562 – 1 ½” line
 - Model 572 – 2” line

2. REQUIREMENTS AND COMPONENTS FOR WATER SERVICE LINE INSTALLATION

1. All components and materials coming in contact with drinking water must meet ANSI/NSF 61 requirements.
2. See attached Water Service Detail'
3. Service connection valves have typically been installed near property line. Notify SWC/SUC prior to the start of construction or digging. If there is no existing service stub, tapping the water main may be required and must be coordinated and approved in advance with SWC.
4. A State of Idaho plumbing permit is required prior to extension of the water service from the curb stop to the dwelling. Testing and inspection per Idaho DBS Plumbing Bureau is required.
5. For single family dwellings, one (1) inch (AWWA and NSF Approved) Poly pipe, minimum 200 PSI, shall be installed as service line to home. This pipe shall be one piece, not spliced. Other sizes are required for multi-family dwellings.
6. Minimum depth for line is 5 feet. Sand bedding is required for the entire length of pipe.
7. Connections for each end of line: "Brass 1 inch, Pexmip Cplg Adp Pep Compression".
8. Poly pipe to run under foundation or through a sleeved opening in the foundation wall. One (1) inch threaded ball valve to be used as shut off, between supply line and homes internal plumbing.
9. Call SWC/SUC to witness pressure check of new service stubs. Ensure that the service valve at the property line is shut. The line is to be pressurized to 150 PSI or 150% of actual water pressure, whichever is greater, for 15 minutes. Line is to remain without leaks or pressure loss for the 15-minute interval.
10. The water service line shall not be covered until all testing and inspection is completed and approved.
11. A pressure reducing valve (PRV) is required for all service connections. PRVs are to prevent pressures above 80 PSI to the building, in accordance with Idaho State Plumbing Code. Within our water system, water pressures can easily exceed 80 PSI. The owner is to perform an actual pressure check of the home system. Actual water pressure within the building should never exceed 80 PSI. A properly installed and maintained pressure reducer will protect your investment and ensure that your water pressure does not exceed 80 PSI.
12. Approved water meter shall be installed within the supply line prior to the homes internal plumbing. This meter shall have a remote readout mounted near the front door, allowing SWC/SUC clear and constant access at all times. The remote readout can help determine if a home has an internal broken water line.

A backflow prevention device shall be installed when required by applicable code (e.g. hydronic snow melt systems). Only certified testers shall conduct testing. An annual test shall be performed on all backflow prevention devices and the results sent to SWC/SUC. SWC/SUC provides certified testing services for a \$50.00 fee for each device. If annual certification is not provided to SWC/SUC, SWC/SUC reserves the right to perform the certification testing and bill the customer. SWC/SUC is authorized to discontinue water service within 30 days of due date if certification is not provided.

3. REQUIREMENTS AND COMPONENTS FOR SEWER SERVICE LINE AND SEPTIC TANK INSTALLATION

GENERAL SEPTIC TANK REQUIREMENTS:

- A. Septic tanks shall be dual compartment, concrete tanks as per the State of Idaho Approved Installers and Providers List.
- B. Minimum liquid capacity shall be 1500 gallons for dwellings up to 4 bedrooms; 2000 gallons for dwellings up to 6 bedrooms. Dwelling of more than 6 bedrooms shall be sized by the applicant's engineers and approved by IDEQ and SWC/SUC.
- C. Septic tank structure shall be located and installed in a manner to protect from physical damage from stormwater runoff or flooding.
- D. Septic tanks shall be installed at minimum separation distances from features of concern per IDAPA 58.01.03.
- E. Septic tanks installed under driveways shall have traffic rated tops and bases as well as concrete grade rings and H20 rated manhole rings and covers at tank access points.
- F. Fiberglass reinforced polyester (FRP), dual compartment septic tanks may be utilized with pre-approval from SWC/SUC and IDEQ. Concrete anchoring for buoyancy protection is mandatory and shall be installed per manufacturers recommendations

GRAVITY SEPTIC TANK AND SERVICE LINE REQUIREMENTS

- A. Gravity septic tanks shall include effluent filters; Orenco Systems "Biotube" or approved equal.
- B. Gravity service lines from the septic tank to the sewer main shall be ASTM D3034 PVC with ASTM F-477 elastomeric gaskets.
- C. Service lines shall be installed with a minimum of 4 feet of cover to prevent freezing or physical damage.
- D. See attached Septic Tank with Gravity Discharge Detail.

PUMPED SEPTIC TANK AND SERVICE LINE REQUIREMENTS

- A. Septic tank pumps shall be Orenco Systems PF Series Submersible effluent pumps or approved equal. Pumps shall be sized by the engineer of record with sizing calculations and criteria included in the preliminary engineering report.
- B. Pumps shall be installed in a vault with effluent filter; Orenco Systems "Biotube" Universal Pump Vault or approved equal.
- C. A simplex pump control panel shall be provided with a NEMA 4X enclosure, separate protection for pump and alarm circuits, Hand-Off-Auto switch, audible and visual high-water alarm, and alarm silence relay.
- D. Service line piping shall be HDPE DR-11, sized appropriately for the pump discharge and service line length.
- E. Pressure service line piping shall be installed with a minimum of 4-feet of cover to prevent freezing or physical damage.
- F. Pressure service line piping shall be installed with appropriate joint restraints or thrust blocking at all fittings and valves.
- G. See attached Septic Tank with Effluent Pump Detail.
- H. A State of Idaho electrical permit is required for the electrical system. Testing and inspection per Idaho DBS Electric Bureau is required.

SEPTIC TANK APPLICATION

Owner's Name _____ Date _____
Mailing Address _____ Phone _____
City _____ State _____ Zip _____
Subdivision _____ Lot _____ Block _____
Physical Address _____

Applicant Name _____
Mailing Address _____ Phone _____
City _____ State _____ Zip _____
Applicant is: Landowner Contractor Installer Other: _____

Type of Septic Installation: New Replacement
Proposed Use: Individual Community (3 to 9 dwellings)

Is there an existing dwelling on this parcel? Yes No Description _____

Type of Dwelling: Single Family Residence Commercial
 Multiple Family Res. Other _____

(For Single & Multiple Family Residences Only)

of Bedrooms _____ # of Baths _____ Sq. Ft. _____
of Living Units _____ Garbage Disposal: Yes No

(For Community, Commercial, & Engineered Systems Only)

Average Daily Flow _____ Peak Daily Flow _____

APPROVED BY

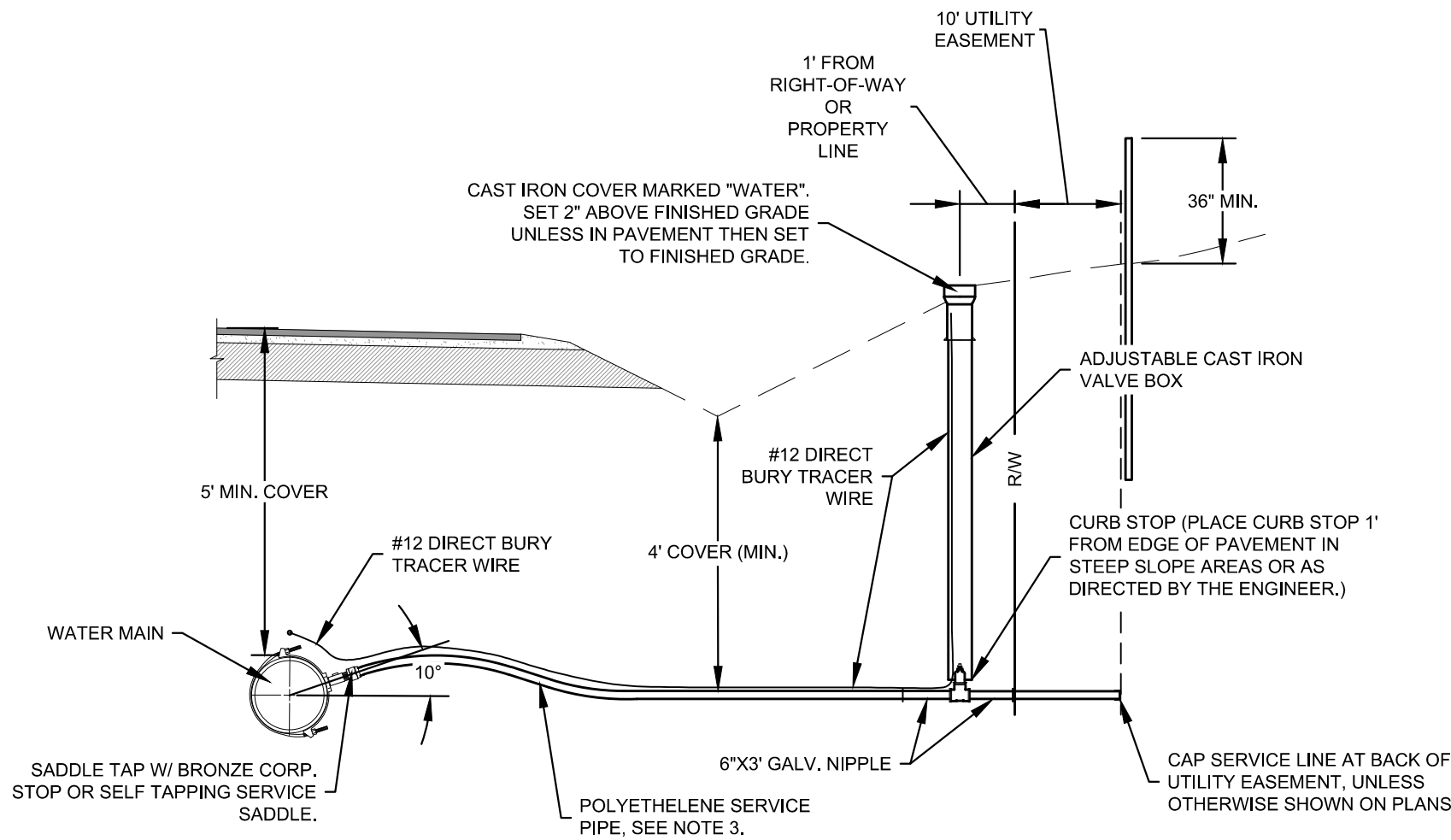
Schweitzer Utility Company _____

Dated: _____

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NOTES:

1. ALL WATER SERVICE COMPONENTS SHALL BE IRON PIPE SIZE. NO GALVANIZED PIPE OR FITTINGS SHALL BE USED. WATER SERVICE SADDLE, CORPORATION STOP, AND PIPE SHALL BE SIZED AS FOLLOWS:
 - A. SINGLE SERVICE: 1 INCH
2. REMOTE METER W/ RECORDER TO BE INSTALLED INSIDE GARAGES OR MECHANICAL ROOMS OF HOMES DURING BUILDING CONSTRUCTION.
3. SERVICE PIPE SHALL BE POLYETHYLENE PRESSURE PIPE CONFORMING TO AWWA C-901. SERVICE PIPE SHALL BE CLASS 200, SIDR 7.
4. SERVICE CONNECTIONS SHALL BE 12 INCHES, MINIMUM, FROM THE WATER MAIN PIPE END. MULTIPLE SERVICE CONNECTIONS IN THE SAME PIECE OF PIPE SHALL BE SEPARATED BY 12 INCHES, MINIMUM.
5. SERVICE PIPE SHALL BE FLUSHED IMMEDIATELY PRIOR TO METER INSTALLATION.
6. WATER METERS SHALL BE AS FOLLOWS:
 - BADGER METER "RECORDALL" DISC METER, LEAD FREE, NSF 61 WITH HR-E ENCODER AND "BADGER TOUCH: AUTOMATED METER READING REMOTE MODULE.
 - BADGER M70-1" LINE
 - BADGER M120 - 1 1/2" LINE
 - BADGER M170 - 2" LINE
 - MUELLER MAGNETIC DRIVE POSITIVE DISPLACEMENT DISC METER, LEAD FREE, NSF 61 WITH "TRUREAD" REMOTE DISPLAY.
 - MODEL 542 - 1" LINE
 - MODEL 562 - 1 1/2" LINE
 - MODEL 572 - 2" LINE
7. ALL SERVICES SHALL INCLUDE A PRESSURE REDUCING VALVE, CLA-VAL MODEL CRD-L DIRECT ACTING PRV OR APPROVED EQUAL.
8. A BACKFLOW PROTECTION ASSEMBLY SHALL BE INSTALLED WHEN REQUIRED BY CODE (I.E. HYDROSONIC SNOW MELT SYSTEMS). ANNUAL TESTING OF BACKFLOW ASSEMBLIES, BY A CERTIFIED TESTER, IS REQUIRED, WITH RESULTS PROVIDED TO SWC.
9. NOTIFY SWC PRIOR TO THE START OF ANY EXCAVATION FOR WATER SERVICE INSTALLATION OR CONNECTION. A STATE OF IDAHO PLUMBING PERMIT AND INSPECTION ARE REQUIRED FOR ALL WATER SERVICE COMPONENTS INSTALLED FROM THE CURB STOP TO THE DWELLING.



WATER SERVICE DETAIL - SCHWEITZER WATER COMPANY

811

CALL BEFORE YOU DIG!
CALL DIGLINE INC.
PRIOR TO COMMENCING
UNDERGROUND WORK
DIAL: 811

NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL UTILITY COMPANIES OF THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PROTECT ALL UTILITIES.



DATE: 9/23/25 JOB: 250041

ARDURRA

7950 N. MEADOWLARK WAY, SUITE A
COEUR D'ALENE, IDAHO 83815

208-762-3644 | WWW.ARDURRA.COM

Y:\CDA\25004\103_CAD\Sheet\Exhibits\250041 SUC Septic Tank with Gravity Discharge.dwg, 9/23/2025 1:28:26 PM, Sterling Beasley, DWG To PDF.pc3
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FEATURES OF CONCERN		MINIMUM DISTANCE TO SEPTIC TANK IN FEET
WELL, SPRING OR SUCTION LINE	PUBLIC WATER	100
	OTHER	50
WATER DISTRIBUTION LINE	PUBLIC WATER	25
	OTHER	10
PERMANENT OR INTERMITTENT SURFACE WATER		50
TEMPORARY SURFACE WATER		25
DOWNSLOPE CUT OR SCARP		25
DWELLING FOUNDATION OR BUILDING		5
PROPERTY LINE		5
SEASONAL HIGH WATER LEVEL (VERTICALLY FROM TOP OF TANK)		2

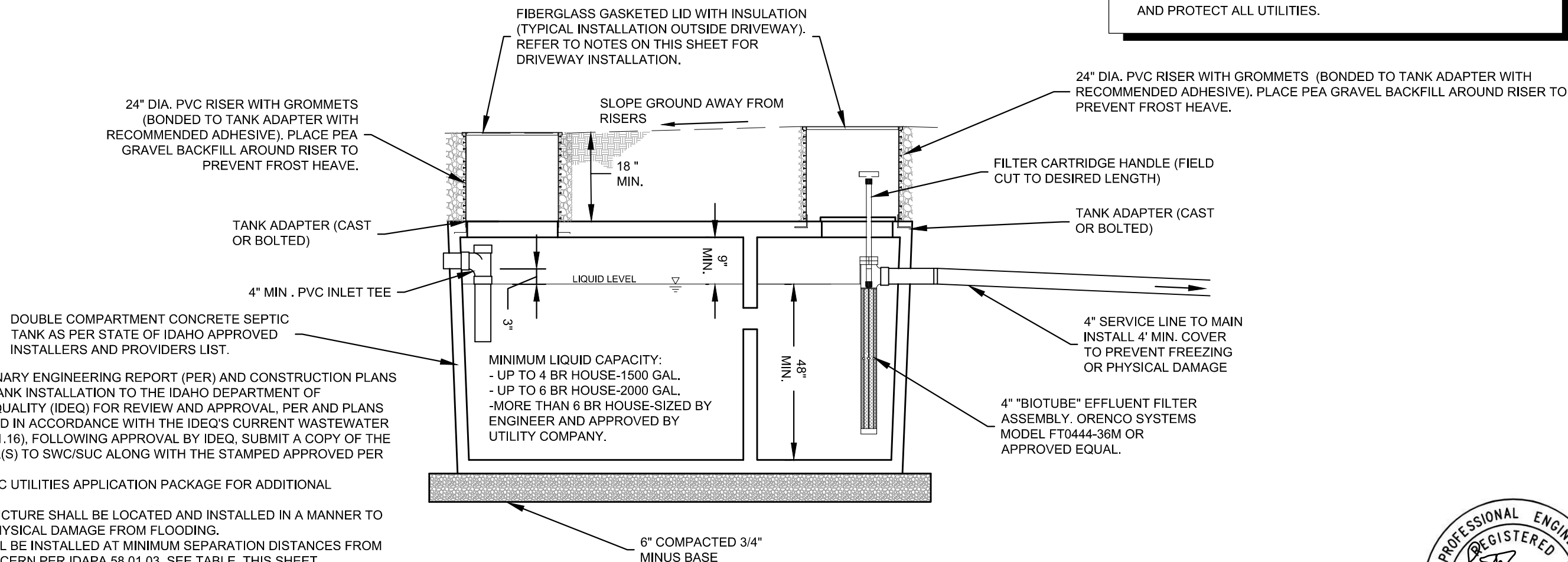
FROM IDAPA 58.01.03.007.17



CALL BEFORE YOU DIG!
 CALL DIGLINE INC.
 PRIOR TO COMMENCING
 UNDERGROUND WORK
 DIAL: 811

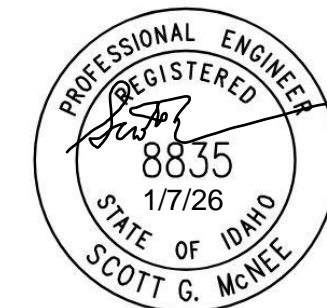
NOTE:

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL UTILITY COMPANIES OF THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PROTECT ALL UTILITIES.



NOTES:

- SUBMIT A PRELIMINARY ENGINEERING REPORT (PER) AND CONSTRUCTION PLANS FOR THE SEPTIC TANK INSTALLATION TO THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) FOR REVIEW AND APPROVAL, PER AND PLANS MUST BE PREPARED IN ACCORDANCE WITH THE IDEQ'S CURRENT WASTEWATER RULES (IDAPA 58.01.16), FOLLOWING APPROVAL BY IDEQ, SUBMIT A COPY OF THE APPROVAL LETTER(S) TO SWC/SUC ALONG WITH THE STAMPED APPROVED PER AND PLANS.
- REFER TO SWC/SUC UTILITIES APPLICATION PACKAGE FOR ADDITIONAL REQUIREMENTS.
- SEPTIC TANK STRUCTURE SHALL BE LOCATED AND INSTALLED IN A MANNER TO PROTECT FROM PHYSICAL DAMAGE FROM FLOODING.
- SEPTIC TANK SHALL BE INSTALLED AT MINIMUM SEPARATION DISTANCES FROM FEATURES OF CONCERN PER IDAPA 58.01.03. SEE TABLE, THIS SHEET.
- SEPTIC TANKS INSTALLED UNDER DRIVEWAYS SHALL HAVE TRAFFIC RATED TOPS AND BASES AS WELL AS CONCRETE GRADE RINGS AND H-20 RATED MANHOLE RINGS AND COVERS AT TANK ACCESS POINTS.
- FIBERGLASS REINFORCED POLYESTER (FRP), DUAL COMPARTMENT SEPTIC TANKS MAY BE UTILIZED WITH PRE-APPROVAL FROM THE UTILITY COMPANY AND IDEQ. CONCRETE ANCHORING IS MANDATORY FOR ALL FRP INSTALLATIONS PER MANUFACTURER SPECIFICATIONS.
- CONFINED SPACE ENTRY PRECAUTIONS SHALL BE FOLLOWED WHEN ACCESSING EFFLUENT FILTER OR OTHER COMPONENTS, IN ACCORDANCE WITH OSHA STANDARDS.



DATE: 9/23/25 JOB: 250041

SEPTIC TANK WITH GRAVITY DISCHARGE DETAIL - SCHWEITZER UTILITY COMPANY

7950 N. MEADOWLARK WAY, SUITE A
 COEUR D'ALENE, IDAHO 83815
 208-762-3644 | WWW.ARDURRA.COM

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FEATURES OF CONCERN		MINIMUM DISTANCE TO SEPTIC TANK IN FEET
WELL, SPRING OR SUCTION LINE	PUBLIC WATER	100
	OTHER	50
WATER DISTRIBUTION LINE	PUBLIC WATER	25
	OTHER	10
PERMANENT OR INTERMITTENT SURFACE WATER		50
TEMPORARY SURFACE WATER		25
DOWNSLOPE CUT OR SCARP		25
DWELLING FOUNDATION OR BUILDING		5
PROPERTY LINE		5
SEASONAL HIGH WATER LEVEL (VERTICALLY FROM TOP OF TANK)		2

FROM IDAPA 58.01.03.007.17



CALL BEFORE YOU DIG!
 CALL DIGLINE INC.
 PRIOR TO COMMENCING
 UNDERGROUND WORK
 DIAL: 811

NOTE:

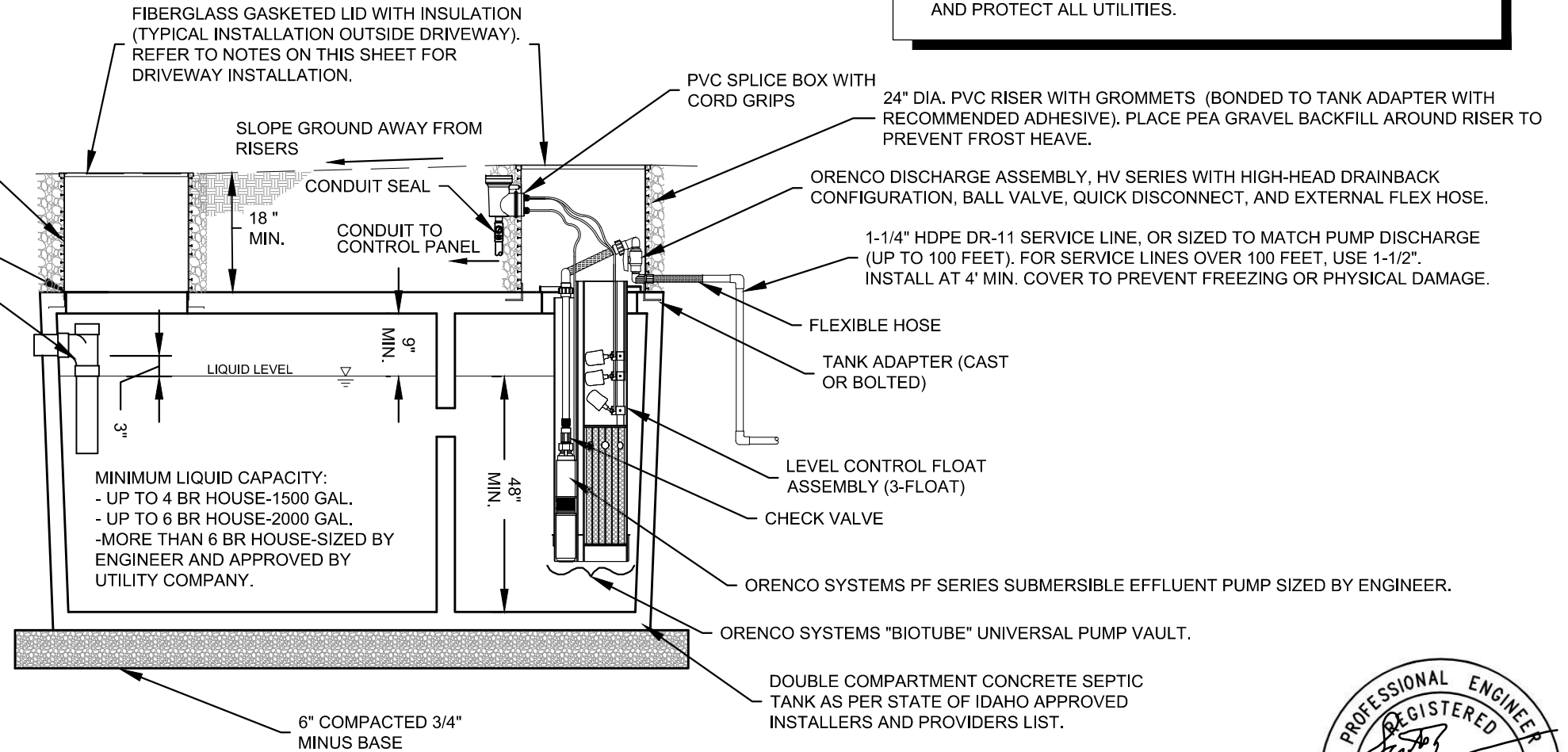
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL UTILITY COMPANIES OF THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PROTECT ALL UTILITIES.

NOTES:

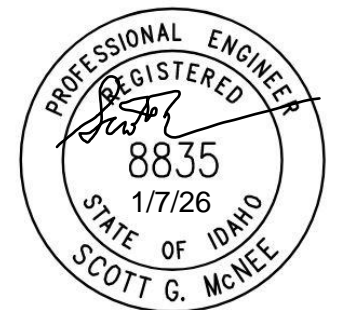
- SUBMIT A PRELIMINARY ENGINEERING REPORT (PER) AND CONSTRUCTION PLANS FOR THE SEPTIC TANK AND PUMPING SYSTEM INSTALLATION TO THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) FOR REVIEW AND APPROVAL. PER AND PLANS MUST BE PREPARED IN ACCORDANCE WITH THE IDEQ'S CURRENT WASTEWATER RULES (IDAPA 58.01.16), FOLLOWING APPROVAL BY IDEQ, SUBMIT A COPY OF THE APPROVAL LETTER(S) TO SWC/SUC ALONG WITH THE STAMPED APPROVED PER AND PLANS.
- REFER TO SWC/SUC UTILITIES APPLICATION PACKAGE FOR ADDITIONAL REQUIREMENTS.
- SEPTIC TANK STRUCTURE, ELECTRICAL AND MECHANICAL EQUIPMENT SHALL BE LOCATED AND INSTALLED IN A MANNER TO PROTECT FROM PHYSICAL DAMAGE FROM FLOODING.
- PUMP CONTROL PANEL SHALL BE ORENCO S-SERIES SIMPLEX CONTROL PANEL WITH NEMA 4X ENCLOSURE, SEPARATE PROTECTION FOR PUMP AND ALARM CIRCUITS, HAND-OFF-AUTO SWITCH, AUDIBLE AND VISUAL HIGH WATER ALARM, AND ALARM SILENCE RELAY.
- SEPTIC TANK SHALL BE INSTALLED AT MINIMUM SEPARATION DISTANCES FROM FEATURES OF CONCERN PER IDAPA 58.01.03. SEE TABLE, THIS SHEET.
- SEPTIC TANKS INSTALLED UNDER DRIVEWAYS SHALL HAVE TRAFFIC RATED TOPS AND BASES AS WELL AS CONCRETE GRADE RINGS AND H-20 RATED MANHOLE RINGS AND COVERS AT TANK ACCESS POINTS.
- FIBERGLASS REINFORCED POLYESTER (FRP), DUAL COMPARTMENT SEPTIC TANKS MAY BE UTILIZED WITH PRE-APPROVED FROM THE UTILITY COMPANY AND IDEQ. CONCRETE ANCHORING IS MANDATORY FOR ALL FRP INSTALLATIONS PER MANUFACTURER SPECIFICATIONS.
- CONFINED SPACE ENTRY PRECAUTIONS SHALL BE FOLLOWED WHEN ACCESSING PUMPS OR OTHER COMPONENTS, IN ACCORDANCE WITH OSHA STANDARDS.
- PROPERTY OWNER SHALL HAVE A SPARE PUMP ON HAND OF THE SAME SIZE AS THE INSTALLED PUMP.
- SEPTIC PUMPING SYSTEM SHALL BE ACCESSIBLE TO MAINTENANCE VEHICLES DURING ALL WEATHER CONDITIONS.
- SERVICE LINE DISCHARGE PIPING SHALL BE INSTALLED WITH APPROPRIATE JOINT RESTRAINTS OR THRUST BLOCKING AT ALL FITTINGS AND VALVES PER IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC) STANDARD DRAWING SD-403.
- PRESSURE TEST SHALL CONSIST OF PRESSURIZING SERVICE LINE TO 150 PSI. PROJECT REPRESENTATIVE SHALL WITNESS TEST FOR 2 HRS MINIMUM. ALLOWABLE LEAKAGE IS AS DETERMINED FROM THE BELOW FORMULA FROM THE MOST CURRENT EDITION OF ISPMC.
 - ALLOWABLE LEAKAGE FORMULA:

$$Q = \frac{LD\sqrt{P}}{148,000}$$

Q= QUANTITY OF MAKE UP WATER IN GALLONS PER HOUR
 L= LENGTH OF PIPE BEING TESTED, IN FT.
 D= NOMINAL DIAMETER OF PIPE BEING TESTED, IN IN.
 P= AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST, IN POUNDS PER SQUARE IN (PSI)



SEPTIC TANK WITH EFFLUENT PUMP DETAIL - SCHWEITZER UTILITY COMPANY



DATE: 9/23/25 JOB: 250041

ARDURRA
 7950 N. MEADOWLARK WAY, SUITE A
 COEUR D'ALENE, IDAHO 83815
 208-762-3644 | WWW.ARDURRA.COM

SECTION 5 UTILITY EASEMENT AGREEMENT - SEWER

FOR VALUE RECEIVED, _____ an individual, husband and wife or Corporation, the Grantor, does here by GRANT, BARGAIN, SELL and CONVEY unto the Grantee, SCHWEITZER UTILITY COMPANY, an Idaho corporation, whose address is 165 Village Lane Suite A, Sandpoint Idaho 83864, and to its successors and assigns, the right, privilege, and authority to enter upon the lands of the grantor, situated in the County of Bonner, State of Idaho, and more particularly described as follows:

Enter legal description here...

And, subject to the provisions of the paragraph immediately below, to place, construct, operate, repair, maintain, relocate, and replace thereon and in or upon said lands, sewer distribution lines or systems as shown on attached As-Built Utility Drawing.

Grantee agrees to make all reasonable efforts to counsel with and seek the advice of Grantor before undertaking any action(s) set forth in the previous paragraph. Grantee also agrees to take all reasonable measures to minimize any damage to lands and improvements of the Grantor and to repair all damage at Grantee expense.

The undersigned agree that all sewer equipment or lines installed in, upon, or under the above-described lands at Grantor's or Schweitzer Utility Company expenses shall become and remain the property of Schweitzer Utility Company.

The Grantor covenants and warrants, that it is the owner of the above-described lands and that said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following persons, which liens or encumbrances shall be subject and subordinate to the easement created hereby:

The covenants herein contained shall run with the land and are binding on all subsequent owners thereof.

IN WITNESS WHEREOF, The Grantor has set its hand and seal this _____ day of _____, 20

Owner Signature

Individual;

STATE OF _____)

: ss.

County of _____)

On this ____ day of _____, 20__, before me _____, the undersigned Notary Public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Notary Public for _____

Residing at _____

Commission Expires: _____

Husband and wife:

STATE OF _____)

: ss.

County of _____)

On this ____ day of _____, 20__, before me _____, the undersigned Notary Public, personally appeared _____ and _____, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public for _____

Residing at _____

Commission Expires: _____

Corporate:

STATE OF _____)

: ss.

County of _____)

On this ____ day of _____, _____ before me _____, the undersigned Notary Public, personally appeared _____, known or identified to me to be the _____ of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

Notary Public for _____

Residing at _____

Commission Expires: _____

SECTION 5 UTILITY EASEMENT AGREEMENT - WATER

FOR VALUE RECEIVED, _____ an individual, husband and wife or Corporation, the Grantor, does here by GRANT, BARGAIN, SELL and CONVEY unto the Grantee, SCHWEITZER WATER COMPANY, an Idaho corporation, whose address is 165 Village Lane Suite A, Sandpoint Idaho 83864, and to its successors and assigns, the right, privilege, and authority to enter upon the lands of the grantor, situated in the County of Bonner, State of Idaho, and more particularly described as follows:

Enter legal description here...

And, subject to the provisions of the paragraph immediately below, to place, construct, operate, repair, maintain, relocate, and replace thereon and in or upon said lands, water distribution lines or systems as shown on attached As-Built Utility Drawing.

Grantee agrees to make all reasonable efforts to counsel with and seek the advice of Grantor before undertaking any action(s) set forth in the previous paragraph. Grantee also agrees to take all reasonable measures to minimize any damage to lands and improvements of the Grantor and to repair all damage at Grantee expense.

The undersigned agree that all water equipment or lines installed in, upon, or under the above-described lands at Grantor's or Schweitzer Water Company expense, shall become and remain the property of Schweitzer Water Company.

The Grantor covenants and warrants, that it is the owner of the above-described lands and that said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following persons, which liens or encumbrances shall be subject and subordinate to the easement created hereby:

The covenants herein contained shall run with the land and are binding on all subsequent owners thereof.

IN WITNESS WHEREOF, The Grantor has set its hand and seal this _____ day of _____, 20

Owner Signature

Individual;

STATE OF _____)

: ss.

County of _____)

On this ____ day of _____, 20__, before me _____, the undersigned Notary Public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Notary Public for _____

Residing at _____

Commission Expires: _____

Husband and wife:

STATE OF _____)

: ss.

County of _____)

On this ____ day of _____, 20__, before me _____, the undersigned Notary Public, personally appeared _____ and _____, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public for _____

Residing at _____

Commission Expires: _____

Corporate:

STATE OF _____)

: ss.

County of _____)

On this ____ day of _____, _____ before me _____, the undersigned Notary Public, personally appeared _____, known or identified to me to be the _____ of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

Notary Public for _____

Residing at _____

Commission Expires: _____

SECTION 6 WATER & SEWER EXTENSION (OFFSITE) REQUIREMENTS FOR DEVELOPERS

A. Water Distribution/ Sewer Collection Line Extensions

The developer is responsible for the cost of design and installation of the following:

- Extension of mainlines and associated appurtenances to serve the development.
- All service line taps and service line extensions to the property line.

All plans for water and sewer main line extensions or modifications must

1. Be prepared by a Professional Engineer, licensed in the State of Idaho (Engineer of Record).
2. Be submitted to the Idaho Department of Environmental Quality (IDEQ) and SWC/SUC for review and approval per Idaho Code 39-118 "Review of Plans". Construction shall not commence until approval is received by IDEQ and SWC/SUC. The ownership and maintenance responsibility of all appropriate easements for utilities shall be transferred from the Owner / Developer to SWC/SUC.
3. Design and construction practices shall follow at a minimum the most current Idaho Standards for Public Works Construction (ISPWC).

All construction must

1. Be completed by a contractor holding a valid Public Works license in the state of Idaho.
2. Be inspected and approved by the Engineer of Record and SWC/SUC.

As-built plans must

1. Be submitted to IDEQ and SWC/SUC by the Engineer of Record
2. Be approved by IDEQ before SWC/SUC will sign an easement agreement accepting the service line extensions into the system.

Transference of Utilities

Ownership of all appropriate utilities shall be transferred from the owner/ developer to SWC/SUC

Easement for Utilities

Appropriate easements shall be granted to SWC/SUC to allow continued operation and maintenance of utilities.

SECTION 7 UTILITY SERVICE AGREEMENT - SEWER

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between Schweitzer Utility Company whose address is 165 Village Lane, Suite A, Sandpoint, ID 83864 (“Company”), and _____, whose address is _____ (“Customer”).

IN CONSIDERATION for the mutual covenants, conditions and agreements contained herein, the parties agree as follows:

AGREEMENT FOR SERVICE. Company shall sell and deliver to Customer, and Customer shall purchase from Company, during the term of this Agreement, all the Sanitary Sewer Service, as the case may be, that shall be required on Customer’s premises located at Lot ____, Block ____, _____ Subdivision, Schweitzer Mountain Resort, Bonner County Idaho, or more commonly described as _____, Sandpoint, Idaho, in accordance with the rules and regulations relating to the furnishing of such Sanitary Sewer Service, as duly and regularly established from time to time.

TYPE OF SERVICE. Company offers sanitary sewer to each of its customers. Customer hereby elects to receive, and Company hereby agrees to deliver Sanitary Sewer Service under this Agreement:

SEWER SERVICE RATES. Commencing with the first day of service, Customer shall pay Company for Sanitary Sewer Service selected, in accordance with the rate schedule as of the time of connection or twelve (12) months after issuance of Building Location Permit (BLP). All service fees are due and payable on a monthly basis.

A copy of the current rate schedule for Sanitary Sewer Service is attached hereto as SECTION “2”. All rates are subject to change without notice. Services supplied after the implementation of any change in rates shall be billed and paid for in accordance with the most recently adopted rates.

SEWER SERVICE. Customer acknowledges and understands that the availability of sewer service may be affected and regulated by actions or decisions of Bonner County, the Idaho Department of Environmental Quality, or other agencies having regulatory authority over the Company’s sewer system and operations. Although Company agrees to use its best efforts to facilitate the availability of sewer service capacity at the time of Customer’s request for service, Company cannot guarantee such capacity. In the event Company is unable to provide sewer service to Customer upon Customer’s request, Company’s sole liability shall be to return to the Customer the amount of any prepaid sewer connection fee.

Customer’s sanitary sewer service connection consists of the following:
<input type="checkbox"/> A gravity effluent line with septic tank; or
<input type="checkbox"/> A Pumped (pressurized) effluent line with septic tank.

Customer may connect to Company’s sewer main at that point selected by Company as being most reasonably practicable and accessible. Customer shall provide, at its sole cost and expense, all necessary or required engineering plans and specifications for the construction and connection of Customer’s septic tank and service line to Company’s sewer main. The connection must be installed by a licensed installer and inspected and approved by Company prior to backfill. As-built plans must be submitted to Company at least five (5) business days prior to commencement of service. All costs of design, connection, construction, permits and inspections shall be borne in full by Customer.

Customer further acknowledges that Company’s capacity for effluent disposal is affected by the total amount of effluent produced by each customer service location, and that Company may estimate the amount of effluent flow by measuring the flow of water at each Customer’s water service connection. As such, Customer agrees to install and maintain a water meter in accordance with the terms of the section on Water Service, above, except that the time of meter installation shall be prior to the commencement of sanitary sewer service.

SERVICE CONNECTION (Hook-Up) FEES AND SCHEDULING. Service connection (Hook-Up) fees must be paid in full prior to Schweitzer Utility Company signing off on your projects Building Location Permit. Service connections to Company’s sewer mains shall be scheduled between May 15 and October 15, unless otherwise agreed to in writing by the Company.

Service connection (Hook-Up) fees for Sewer Service are as follows:

(1) Sanitary Sewer Service for _____ bedrooms	\$
Sanitary Sewer Service for ____ additional bedrooms / loft	\$
 (3) Administrative Fee	 \$
 TOTAL DUE with execution of this agreement	 \$ _____

PAYMENT FOR SERVICE. Bills for Sanitary Sewer Service supplied under this Agreement shall be due and payable upon receipt by Customer. Bills shall be considered delinquent if payment is not received within ten (10) days of the date of mailing.

PLACE OF DELIVERY. All Sanitary Sewer Service provided under this Agreement shall be delivered to Customer at Customer’s premises described above at a point of delivery selected and approved by Company.

Customer warrants that Customer owns the premises described above or has obtained the valid consent of the owner of such premises for the installation, maintenance, inspection, repair or removal of the Company’s equipment. Customer shall indemnify the Company for any loss or liability caused by Customer’s breach of this warranty.

TERM OF SERVICE. Sanitary Sewer Service provided under this Agreement shall begin on the ____ day of _____, 20____, and continue until terminated by either party to this Agreement. Such termination may be effectuated by giving the other party thirty (30) days prior written notice of such intent to terminate.

INTERRUPTIONS OR DELAYS IN SERVICE. Company shall use all reasonable diligence in providing a constant and uninterrupted supply of Sanitary Sewer Service to Customer. However, Company reserves the right to temporarily interrupt or reduce the delivery of Sanitary Sewer Service under this Agreement when Company determines that such interruption or reduction is necessary or desirable in case of system emergencies or in order to make inspections, perform maintenance work, or make repairs, replacements or changes in its equipment on or off the premises of Customer.

Except in cases of emergency, Company shall give reasonable notice to Customer of any such interruption or reduction, stating the reason for, and probable duration of, such interruption or reduction, to the extent of Company’s knowledge. Company shall incur no liability for the unavailability of Sanitary Sewer Service, or an interruption thereof, due to, but not limited to, acts of God, nature, strikes, slowdowns, labor disputes, power failure, government action, or other circumstances beyond Company’s reasonable control.

ACCESS TO PREMISES. Company shall, at all reasonable hours, have free access to Customer’s premises for any purpose connected with the delivery of Sanitary Sewer Services pursuant to this Agreement, or in the exercise of any rights secured hereto, or in the performance of any obligations imposed on Company by this Agreement.

RESPONSIBILITIES OF PARTIES. Company shall provide the types of Sanitary Sewer Service elected hereunder and shall provide all maintenance and repairs to its sewer main, or other equipment. Any and all maintenance or repairs to Customers service lines, connections, septic tanks, pumps, electrical components and the like shall be the sole responsibility of Customer. Customer, at its sole expense, shall also have the responsibility to have their septic tank pumped, when necessary, in accordance with industry recommendations.

REMEDIES FOR DEFAULT. If Customer fails to comply with or violates any of the provisions of this Agreement and such failure or violation is not remedied by Customer within thirty (30) days after written notice of such failure or violation is given by Company, or if Customer fails to pay for service provided by Company within sixty (60) days of the date such payment is due, company shall have the right at its option, on thirty (30) days written notice to Customer, to terminate this Agreement or to discontinue the delivery of Sanitary Sewer Service until such default shall have been completely remedied. In the event of such default, Company shall have the right to remove any meter, apparatus or other property of Company on Customer's premises. Any costs or fees incurred by Company as a result of Customer's breach hereunder shall be borne by Customer and payable to Company. Furthermore, it is mutually agreed that if suit or action is instituted in connection with any controversy arising out of this Agreement or in the enforcement or any right hereunder, the prevailing party shall be entitled to recover, in addition to its costs, such sums as the court may adjudge reasonable as attorney fees, including fees on appeal.

LIEN ON PROPERTY. In the event that Customer shall fail to pay in a timely manner any connection fees, rate charges or other fees, costs or charges which are the responsibility of Customer under this Agreement, Company shall have, and Customer hereby grants to Company, an express lien on Customer's real property and improvements situated at Customer's premises described. Customer hereby waives any notice or requirement of lien filing and agrees that as between Customer and Company, the decision of Company not to file lien documents shall not affect Customer's liability for payment of amounts due hereunder.

MODIFICATION. Any modification, alteration or amendment of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each of the parties hereto or by an authorized representative thereof.

ASSIGNMENT OR TRANSFER OF RIGHTS. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party hereto. Furthermore, any and all Sanitary Sewer Services provided to Customer pursuant to this Agreement are restricted to use by Customer solely at the premises described above.

GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to the subject matter hereof. Except as expressly set forth herein, there are no representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement.

WAIVER OF BREACH. The waiver by Company of breach of any provision of this Agreement by Customer shall not operate or be construed as a waiver of any subsequent breach by Customer. Furthermore, no failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy shall operate or be construed as a waiver thereof.

WRITTEN NOTICE. Any notice given under or pursuant to this Agreement shall be sufficient if in writing and sent by either registered or certified mail, return receipt requested, postage prepaid, to the Company at its then principal place of business, and to Customer at the mailing address set forth below.

SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person, entity or circumstances shall to any extent be deemed or held invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

PARAGRAPH HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision contained herein.

Schweitzer Utility Company

CUSTOMER:

By:

By:

Date:

Date:

SECTION 7 UTILITY SERVICE AGREEMENT - WATER

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between Schweitzer Water Company whose address is 165 Village Lane, Suite A, Sandpoint, ID 83864 (“Company”), and _____, whose address is _____ (“Customer”).

IN CONSIDERATION for the mutual covenants, conditions and agreements contained herein, the parties agree as follows:

AGREEMENT FOR SERVICE. Company shall sell and deliver to Customer, and Customer shall purchase from Company, during the term of this Agreement, all the water service, as the case may be, that shall be required on Customer’s premises located at Lot _____, Block _____, _____ Subdivision, Schweitzer Mountain Resort, Bonner County Idaho, or more commonly described as _____, Sandpoint, Idaho, in accordance with the rules and regulations relating to the furnishing of such Water Service, as duly and regularly established from time to time.

TYPE OF SERVICE. Company offers water to each of its customers. Customer hereby elects to receive, and Company hereby agrees to deliver Water Service under this Agreement:

WATER SERVICE RATES. Commencing with the first day of service, Customer shall pay Company for Water Service selected, in accordance with the rate schedule for service as of the time of connection or twelve (12) months after issuance of Building Location Permit (BLP). All service fees are due and payable on a monthly basis.

A copy of the current rate schedule for Water Service is attached hereto as SECTION “2”. All rates are subject to change without notice. Services supplied after the implementation of any change in rates shall be billed and paid for in accordance with the most recently adopted rates.

WATER SERVICE. Customer shall furnish, install and maintain in good, safe and operable condition, a water meter meeting the specifications of Company, at the point of delivery inside Customer’s premises, and at Customer’s sole cost and expense. The water meter shall be installed by a person certified as a plumbing contractor by the Idaho Plumbing Board, on or before the date Customer’s service line is connected to Company’s water main. The installation of the water meter and connection of the service line to the water main must be inspected and approved by Company prior to backfill. As-built plans must be submitted to Company at least five (5) business days prior to commencement of service.

PAYMENT FOR SERVICE. Bills for Water Service supplied under this Agreement shall be due and payable upon receipt by Customer. Bills shall be considered delinquent if payment is not received within ten (10) days of the date of mailing.

PLACE OF DELIVERY. All Water Service provided under this Agreement shall be delivered to Customer at Customer’s premises described above at a point of delivery selected and approved by Company.

Customer warrants that Customer owns the premises described above or has obtained the valid consent of the owner of such premises for the installation, maintenance, inspection, repair or removal of the Company’s equipment. Customer shall indemnify the Company for any loss or liability caused by Customer’s breach of this warranty.

TERM OF SERVICE. Water Service provided under this Agreement shall begin on the ____ day of _____, 20____, and continue until terminated by either party to this Agreement. Such termination may be effectuated by giving the other party thirty (30) days prior written notice of such intent to terminate.

INTERRUPTIONS OR DELAYS IN SERVICE. Company shall use all reasonable diligence in providing a constant and uninterrupted supply of Water Service to Customer. However, Company reserves the right to temporarily interrupt or reduce the delivery of Water Service under this Agreement when Company determines that such interruption or reduction is necessary or desirable in case of system emergencies or in order to make inspections, perform maintenance work, or make repairs, replacements or changes in its equipment on or off the premises of Customer.

Except in cases of emergency, Company shall give reasonable notice to Customer of any such interruption or reduction, stating the reason for, and probable duration of, such interruption or reduction, to the extent of Company's knowledge. Company shall incur no liability for the unavailability of Water Service, or an interruption thereof, due to, but not limited to, acts of God, nature, strikes, slowdowns, labor disputes, power failure, government action, or other circumstances beyond Company's reasonable control.

ACCESS TO PREMISES. Company shall, at all reasonable hours, have free access to Customer's premises for any purpose connected with the delivery of Water Services pursuant to this Agreement, or in the exercise of any rights secured hereto, or in the performance of any obligations imposed on Company by this Agreement.

RESPONSIBILITIES OF PARTIES. Company shall provide the types of Water Service elected hereunder and shall provide all maintenance and repairs to its water main, or other equipment. Any and all maintenance or repairs to Customers service lines, connections, meters and the like shall be the sole responsibility of Customer.

REMEDIES FOR DEFAULT. If Customer fails to comply with or violates any of the provisions of this Agreement and such failure or violation is not remedied by Customer within thirty (30) days after written notice of such failure or violation is given by Company, or if Customer fails to pay for service provided by Company within sixty (60) days of the date such payment is due, company shall have the right at its option, on thirty (30) days written notice to Customer, to terminate this Agreement or to discontinue the delivery of Water Service until such default shall have been completely remedied. In the event of such default, Company shall have the right to remove any meter, apparatus or other property of Company on Customer's premises. Any costs or fees incurred by Company as a result of Customer's breach hereunder shall be borne by Customer and payable to Company. Furthermore, it is mutually agreed that if suit or action is instituted in connection with any controversy arising out of this Agreement or in the enforcement or any right hereunder, the prevailing party shall be entitled to recover, in addition to its costs, such sums as the court may adjudge reasonable as attorney fees, including fees on appeal.

LIEN ON PROPERTY. In the event that Customer shall fail to pay in a timely manner any rate charges or other fees, costs or charges which are the responsibility of Customer under this Agreement, Company shall have, and Customer hereby grants to Company, an express lien on Customer's real property and improvements situated at Customer's premises described. Customer hereby waives any notice or requirement of lien filing and agrees that as between Customer and Company, the decision of Company not to file lien documents shall not affect Customer's liability for payment of amounts due hereunder.

MODIFICATION. Any modification, alteration or amendment of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each of the parties hereto or by an authorized representative thereof.

ASSIGNMENT OR TRANSFER OF RIGHTS. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party hereto. Furthermore, any and all Water Services provided to Customer pursuant to this Agreement are restricted to use by Customer solely at the premises described above.

GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to the subject matter hereof. Except as expressly set forth herein, there are no representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement.

WAIVER OF BREACH. The waiver by Company of breach of any provision of this Agreement by Customer shall not operate or be construed as a waiver of any subsequent breach by Customer. Furthermore, no failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy shall operate or be construed as a waiver thereof.

WRITTEN NOTICE. Any notice given under or pursuant to this Agreement shall be sufficient if in writing and sent by either registered or certified mail, return receipt requested, postage prepaid, to the Company at its then principal place of business, and to Customer at the mailing address set forth below.

SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person, entity or circumstances shall to any extent be deemed or held invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

PARAGRAPH HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision contained herein.

Schweitzer Water Company

CUSTOMER:

By:

By:

Date:

Date:

SECTION 8 STORMWATER MANAGEMENT AND SNOW STORAGE

Stormwater Management and Erosion Control:

SWC/SUC requires that each construction project that requires a BLP, or involves significant land disturbance activities, has a stormwater management and erosion control plan to be prepared by a qualified Professional Engineer licensed in the State of Idaho. SWC/SUC will inspect the temporary and permanent erosion control measures during each utility inspection to ensure compliance with and adequacy of, submitted plans and specifications. Inadequate stormwater and erosion control measures may result in additional inspections and fees.

An additional resource for stormwater Best Management Practices can be found at the Idaho Department of Environmental Quality, or on the web at: www.deq.state.id.us/water/stormwater_catalog/index.asp

The following is an excerpt from the Bonner County web site. The **Bonner County Ordinances are subject to change, and it is the responsibility of the Developer to ensure the use of up to date information that can be obtained from the Bonner County Planning Department.**

Snow Storage:

For snow removal contractors to adequately provide snow removal services **and** to ensure the snow generated by this project does not have to be moved offsite, snow storage areas must be designated. As Schweitzer Mountain receives an average of 25 feet of snow per year (i.e. 25 cubic feet per square foot), we have found that 5 cubic feet of snow storage for each square foot of impervious/gravel surface is a minimum volume needed. This allows for compaction and melting. The snow removal areas need to be placed such that they are accessible by plowing equipment. Storage of snow from private lots within roadway right-of-way is not allowed. Please ensure that a snow removal plan is provided and approved by SWC/SUC prior to construction.