

**ALGOMA WATER COMPANY
P.O. BOX 751
SANDPOINT, ID 83864
(208) 263-8946**

RECEIVED
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IDAHO PUBLIC UTILITIES COMMISSION

July 12, 2007

AWS-W-07-01

IDAHO PUBLIC UTILITIES COMMISSION
P.O. BOX 83720
BOISE, ID 83720-0074

**RE: APPLICATION TO SELL THE ALGOMA WATER SYSTEM 9PWS 1090001)
CERTIFICATE OF CONVENIENCE AND NECESSITY No. 396**

Dear Commissioners:

Enclosed is this original and seven copies of this Application requesting the Idaho Public Utilities Commission's (IPUCV) approval to sell the Algoma Water System to Mr. Robert J. Carrier. He will operate the Algoma Water System under the name Algoma Water as a proprietorship. This Application is for both the approval of ownership and a monthly rate change. We request the application be processed under Modified Procedure as expeditiously as possible.

Mr. Carrier is familiar with the Commission's regulatory authority and rules and is prepared to abide by existing directives. He is aware of the commission's web site and has made himself familiar with our copies of Utility Customer Rules (IDAPA 31.21.01) and Customer Information Rules (IDAPA 31.21.02). I am retaining my copies of these two documents and Mr. Carrier, by copy of this letter, is requesting that he be provided his own documents.

Mr. Carrier has been investing in Bonner County real estate since 2004. His background is one of real estate development and income producing business management. He also owns real estate in Nevada where he lives and with that comes the experience of dealing with the ins and outs of the private sector.

Mr. Carrier also owns three other community sewer systems in Bonner County, and Algoma Water is intended to fit right in with an already functioning operations schedule.

Attachment "A" attached to this application is a "Personal Financial Statement" for Mr. Carrier. This financial statement demonstrates that Mr. Carrier possesses the financial ability to assume responsibility for the Algoma Water System.

Attachment "B" to this application is a brief "Business Plan" that explains how Mr. Carrier intends to incorporate the Algoma Water Company into his other business interests in Idaho. As an absentee owner, Mr. Carrier has retained knowledgeable local businesses to perform the normal day to day operations of the system.

Attachment "C" to this application is a brief description of the licenses and experience of Mr. Robert Hanson who will have general managerial responsibility for the water system. Attachments "B" and "C" demonstrate that the system will be operated and maintained by people who have the necessary operational and managerial abilities to insure good service to the customers of Algoma Water Company.

Attachment "D" to this application is a copy of the sales agreement between Mr. Paul Greenwood (Seller) and Mr. Robert Carrier as the buyer. The Algoma Water system is included in this transaction. The closing on the properties took place April 30, 2006. This transfer of ownership is made subject to approval by the IPUC as shown on "Addendum 2" of the sales agreement.

Mr. Carrier acknowledges that he is aware that the valuation of the system by the IPUC will be the basis established by the Commission at the time the present rates were established adjusted for any additional depreciation and improvements. He also acknowledges that he understand that it is his responsibility to justify and additions to the valuation. The buyer also understands that accounting for the water system must be in accordance with the Commission's Uniform System of Accounts and must be maintained on a stand-alone basis separate and apart from any other business activities of the buyer. It is the intent of the buyer to continue the services of Joan Brittain, Bookkeeper, to do the billing for the water system and to complete and meet the Commissions accounting requirements. Joan has been doing the billing for the last four years.

There is a formal request in the content of this package to increase the rates and charges for service from the water system due to the increased costs of management and repairs to the system. This request is identified as Attachment "22".

Customers have been advised of the change of ownership and this Application through an insert in their monthly billing at the first of June. A copy of the notice is attached.

We request this application be processed as quickly as possible and stand ready to answer any questions the Commission may have.

Sincerely,


Paul Greenwood, Owner

PERSONAL FINANCIAL STATEMENT BUSINESS BANKING



APPLICANT or GUARANTOR

Last Name: **CARRIER** First Name: **ROBERT** Date of Birth: **5-19-1957** Contact Phone: **702 737 7210**

Street Address: **3842 HIGLEY ST** Apt Number: City: **LAS VEGAS** State: **NV** Zip Code: **89103** Number of Dependents: **0**

Type of Primary ID: **DRIVERS LICENSE** Issue Date: **6-30-07** Expiration Date: **05-19-2011**

Time at Residence: **2 WEEKS** Own Rent Monthly Payment: **1,852** Employer: **SELF** Position: **OWNER** Time at Employer: **12 YEARS**

CO-APPLICANT or GUARANTOR

Last Name: First Name: Social Security Number: Date of Birth: Contact Phone:

Street Address: Apt Number: City: State: Zip Code: Number of Dependents:

Type of Primary ID: Identification Number: Issued By: Issue Date: Expiration Date:

Time at Residence: Own Rent Monthly Payment: Employer: Position: Time at Employer:

*To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

FINANCIAL STATEMENT (leave blank; data you add to the tables on the following pages will automatically be inserted)

Cash in Bank Accounts** (schedule 1)	\$ -	Total Revolving Credit (schedule A)	\$ -
Stocks/Bonds/Mutual Funds/Brokerage* (schedule 2)	\$ -	Total Installment Loans (schedule B)	\$ -
Investment Accounts (schedule 3)	\$ -	Other Liabilities (schedule C)	\$ -
Real Assets (schedule 4)	\$ -	Mortgage on Residence (RE schedule)	\$ -
Residence Market Value (RE schedule)	\$ -	Mortgage(s) on Other Real Estate (RE schedule)	\$ -
Other Real Estate Market Value (RE schedule)	\$ -		
Total Assets	\$ -	Total Liabilities	\$ -

**Statements required when an individual party to the transaction (borrower/co-borrower/guarantor/partner) has \$100,000 or more listed in cash (and/or marketable securities) on their personal financial statement and those items listed will be used as additional support for the loan request. Statements required only for cash and marketable securities held at other financial institutions.

GENERAL INFORMATION

1. Have you ever filed for bankruptcy? Yes No

2. Have you ever been a principal or guarantor of a firm that declared bankruptcy? Yes No

3. Have you ever been convicted of a felony? Yes No

4. Are you a party to any claims or lawsuits? Yes No

5. Are you a co-signer or guarantor of any other debt? Yes No

6. Are you currently an executive officer or on the Board of Directors of any Bank, Thrift or S & L? Yes No

7. Are you currently employed with the Bank's external auditor? Yes No

8. Are any assets held in Trust? Yes No

9. Do you own 25% or more of another company?
List Company Name (if YES, attach tax returns for all): Yes No

10. Are you a citizen of the United States? If NO, what country? **ENGLAND** Yes No

11. Marital status? [Answer only if this financial statement is provided in connection one or more of the following: A request for secured credit; applicant is seeking a joint account with spouse; or applicant or co-applicant is a resident of a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin) or is relying on property located in one of those states as a basis for repayment on the credit requested.]
 Married Married
 Separated Separated
 Unmarried Unmarried
(Unmarried: single, divorced, widowed)

If YES to questions 1-7, please describe:



D T P 0 3 8 3 5

FINANCIAL STATEMENT SCHEDULES

Schedule 1: Cash in Bank Accounts

WELLS FARGO	CHECKING	6,345
WELLS FARGO	COMPLETE ADVANTAGE (SM) CHECKING	7,607
WELLS FARGO	SAVINGS	708

Schedule 2: Stocks/Bonds/Mutual Funds/Brokerage Accounts Total: \$ 14,660 -

Schedule 3: Retirement Accounts Total: \$ -

Schedule 4: Other Assets (vehicles, life insurance, etc.) Total: \$ -

JAGUAR XJ'S	ROBERT J CARRIER	11,000	11,000
TOYOTA 4 RUNNER	" " "	8,000	10,000
G.M.C. 3/4 Ton PICKUP	" " "		8,000

Schedule A: Total Revolving Credit Total: \$ 29,000

WELLS FARGO VISA	UNSECURED	per month	0
LOWE'S VISA	UNSECURED	per	1,600
		per	
		per	
		per	

Schedule B: Total Installment Loans Total: \$ 1,600 -

NONE		per	
		per	

Schedule C: Other Liabilities Total: \$ -

NONE		per	
		per	

Contingent Liabilities (guarantor, lawsuits, tax penalties etc.) Total: \$ -

NONE			

Total: \$ -

ATTACHMENT "A"

Real Estate Schedules

Property Type:	<input checked="" type="checkbox"/> SF	<input type="checkbox"/> MF	<input type="checkbox"/> Vacation	<input type="checkbox"/> Rental	<input type="checkbox"/> SF	<input checked="" type="checkbox"/> MF	<input type="checkbox"/> C	<input type="checkbox"/> L	<input type="checkbox"/> Vacation	<input type="checkbox"/> Rental	<input type="checkbox"/> SF	<input checked="" type="checkbox"/> MF	<input type="checkbox"/> C	<input type="checkbox"/> L	<input type="checkbox"/> Vacation	<input type="checkbox"/> Rental	<input type="checkbox"/> SF	<input checked="" type="checkbox"/> MF	<input type="checkbox"/> C	<input type="checkbox"/> L
	Ownership %	100																		
Co-Owned with Spouse	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Street Address	3842 HIGLEY ST		4992 NEWPORT COVE "A"				4992 NEWPORT COVE "B"				4992 NEWPORT COVE "C"				4992 NEWPORT COVE "D"					
City	LAS VEGAS		LAS VEGAS				LAS VEGAS				LAS VEGAS				LAS VEGAS					
State	NV		NV				NV				NV				NV					
Zip Code	89103		89119				89119				89119				89119					
Purchase Date	6-28-07		4-9-07				4-9-07				4-9-07				4-9-07					
Purchase Price	300,000		152,500				152,500				152,500				152,500					
Estimated Market Value	350,000		165,000				165,000				165,000				165,000					
Balance - 1st Mortgage	240,000		76,250				76,250				76,250				76,250					
Interest Rate	6.25%		6.25%				6.25%				6.25%				6.25%					
Maturity Date	2037		2037				2037				2037				2037					
Lender - 1st Mortgage	INDYMAC BANK		INDYMAC BANK				INDYMAC BANK				INDYMAC BANK				INDYMAC BANK					
Payment - 1st Mortgage	1,250		397				397				397				397					
Balance - Other Mortgages/Liens	45,000																			
Interest Rate	9.25%																			
Maturity Date	2037																			
Lender - Other Mortgages	INDYMAC BANK																			
Payments - Other Mortgages	366																			
Property Tax	138		50.76				50.76				51.99				51.99					
Insurance	98		27.43				27.43				27.43				27.43					
Gross Monthly Rent			795				795				810				810					

SIGNATURES

The signer(s) certifies he/she has verified that all the information in the above (and attached) statement(s) and supporting schedules, including all federal tax returns, prepared by or for the undersigned, is a complete and correct statement of the financial condition of the undersigned on the date indicated. The signer(s) authorize Wells Fargo Bank, National Association and its affiliates ("Bank") to obtain consumer and/or business reports including inquiries to the Internal Revenue Service or the Franchise Tax Board, in their names as individuals anytime. The Bank is also authorized to provide credit information about the Bank's credit experience with the signer(s) to other creditors and credit reporting agencies.

X [Signature] 7-9-07 X [Signature]
 Applicant's Signature Date Co-Applicant's Signature Date

California Residents: Applicant, if an individual and married, may apply for a separate account. California applicants and co-applicants must submit IRS Form 4506-T Request for Transcript of Tax Return with this application, or the application may be rejected.
Ohio Residents: The Ohio law against discrimination requires that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.
Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement under §766.59, Wis. Stats., or court decree under §766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement or court decree or has actual knowledge of the adverse provision.

ATTACHMENT "A"

BUSINESS PLAN

The following is a brief synopsis of the manner in which Robert J. Carrier intends to conduct the business operations of the Algoma Water System.

It is my intention to incorporate Algoma Water System into the group business plan of the other community sewer systems I already own.

Then plan is as follows:

Bob Hanson of Water Systems Management, Inc.

Phone: (208) 265-4270

E-mail: wsmibob@aol.com

Fax: (208) 264-4270

Address: 67 Wild Horse Trail

Sandpoint, ID 83864

License: See Attached

Bob Hanson has been retained for the past year and will continue the overall management of each system.

Deal Pump & Electric

Terry Deal, Owner

Phone: (208) 263-9166

Terry is available on call 24/7, year round for maintenance and emergency purposes.

Billing & Accounting:

Joan Brittain, Bookkeeper

(208) 263-8946

Mailing Address: 206 N. 4th Ave., #146

Sandpoint, ID 83864

Joan is a retired bookkeeper/accountant who has been handling the Algoma Water and the additional sewer systems for the past 4 years and will continue to do so.

It is in my plan to always have enough resource available to make sure the customer does not suffer due to poor management or a defunct system. That is why I will strive to keep the Algoma system in top operating condition by hiring the best people to oversee its operation.

**Current water and wastewater licenses for Robert Hansen
as issued by the Idaho Bureau of Occupational Licenses:**

BAT-530	Backflow Assembly Tester License
DWD2-13440	Drinking Water Distribution, Class 2
DWT2-10694	Drinking Water Treatment, Class 2
WWC2-13710	Wastewater Collection, Class 2
WWT1-13889	Wastewater Treatment, Class 1
WWTL-10693	Wastewater Lagoons

Additionally for Robert Hansen:

Appointed by the Governor to the Idaho Bureau of Occupational Licenses, Water & Wastewater Board.

Appointed by the Director of the Idaho Department of Environmental Quality to the IDEQ Drinking Water Advisory committee.

Immediate past president of the American Backflow Prevention Association (ABPA), Idaho Chapter.

Facility operation will be by: Water Systems Management, Inc. who employs three additional licensed water and/or wastewater operators capable of covering both requirements for a responsible charge and substitute responsible charge operator for each system. WSM, Inc. also operates and/or supplies services for over twenty other water or wastewater systems in the northern counties of Idaho and provides cross connection control programs and backflow prevention assembly testing along with water and wastewater consulting service throughout the area.



RE-23 COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 ID# 18073712 DATE 03/27/2007
2
3 LISTING AGENCY TBS Office Phone # Fax #
4 Listing Agent Jim Watkins E-Mail Phone #
5 SELLING AGENCY TBS Office Phone # Fax #
6 Selling Agent Chris Neu E-Mail Phone #

7
8 1. BUYER: Rob Carreir and/or assigns (Hereinafter called "BUYER")
9 agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES"
10 COMMONLY KNOWN AS Greenwood Utility System City Sagle/Cocolalla
11 County, Bonner ID, Zip 83860 and legally described as:

12
13 OR Legal Description Attached as addendum # 1 (Addendum must accompany original offer.)

14
15 2. \$ 165,000.00 PURCHASE PRICE: One Hundred Sixty-Five Thousand and Zero/100 DOLLARS,
16 payable upon the following TERMS AND CONDITIONS (not including closing costs):

17
18 3. FINANCIAL TERMS: Note: A+C+D must equal the total purchase price.

19
20 \$ 500.00 (A). EARNEST MONEY: BUYER hereby deposits Five Hundred and Zero/100 DOLLARS as Earnest
21 Money evidenced by: [] cash [] personal check [] cashier's check [X] note (due date): due by 4/1/07
22 [] other Earnest Money to be deposited in trust account [] upon receipt, or [X] upon acceptance by all parties
23 and shall be held by: [] Listing Broker [X] Selling Broker [] other for the benefit of the parties hereto. The
24 responsible Broker shall be Jeff Bond

25
26 (B). ALL CASH OFFER [] NO [X] YES IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE
27 SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within 10 business days from the date of acceptance of
28 this agreement by all parties, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes,
29 but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be
30 sold.

31
32 \$ (C). FINANCING:

33 [] Additional financial terms are specified under the heading "OTHER TERMS AND CONDITIONS" (Section 5 below)
34 [] Additional financing terms are contained in a financing addendum of same date, and attached hereto, and signed by both parties.

35
36 \$ 164,500.00 (D). APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING: (Not including closing costs) Cash at closing to
37 be paid by BUYER at closing in GOOD FUNDS, includes cash, electronic transfer funds, certified check, or cashiers check.

38
39 4. SECTION 1031 TAX DEFERRED EXCHANGE: By checking either or both of the boxes that follow, it is hereby acknowledged by the parties
40 that the [X] Buyer, [] Seller intends to use the purchase and sale of the Premises as an integral part of a tax deferred like-kind exchange as
41 allowed under Section 1031 of the Internal Revenue Code (the "Exchange"). For purposes of this paragraph, the party participating in the
42 Exchange shall be identified as the "Exchanger." If either box above is checked, then the parties recognize that a material part of the
43 Exchanger's consideration for entering into the agreement for the purchase and sale of the Premises is the successful completion of the
44 exchange. The parties agree to assist each other in the completion of such exchange by cooperating with each other by signing any and all
45 relevant documents provided that the party not doing the Exchange shall not incur any liabilities, costs, fees, or taxes in excess of those which
46 that party would have incurred had this transaction not been an Exchange.

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55 BUYER'S Initials (Signature) Date 4-1-05 SELLER'S Initials (Signature) Date 4-5-07

ATTACHMENT "D"

PROPERTY ADDRESS: Greenwood Utility System Sagle/Cocolalla ID# 18073712

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing Offer made subject to the following contingencies:

1.) Buyer to have 2 weeks to perform feasibility study of property including the viability of system.

2.) Buyer and Seller are aware that transfer of ownership of Algoma Water is made subject to the approval of the Idaho Public Utility Commission. Cost of ownership transfer to be buyers' responsibility.

6. INCLUDED ITEMS:

(a) All existing fixtures and fittings that are attached to the premises are included in the purchase price (unless excluded below) and shall be transferred free of liens. These include but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks, all water systems, wells, spring water that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

(b) Irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

(c) Other items specifically included in this sale: All accounts receivable

(d) Items specifically excluded in this sale: Any related debt of either Algoma Water or Northern Utilities

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed special warranty deed or Plus Bill of Sale

deed, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction SELLER or BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 3 business day(s) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 3 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Sandpoint Title Company located at _____ shall provide the title policy and preliminary report of commitment.

BUYER'S Initials RTG Date 4-1-07

SELLER'S Initials [Signature] Date 4-5-07

ATTACHMENT "D"

PROPERTY ADDRESS: Greenwood Utility System Sagle/Cocolalla ID# 18073712

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct closing agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

9. INSPECTION/DUE DILIGENCE:

(A). BUYER shall have the right to conduct due diligence inspections, investigations, tests, surveys and other studies at **BUYER'S expense** unless otherwise indicated below or agreed upon in writing by the parties. BUYER chooses to have inspection not to have inspection. If BUYER chooses not to have inspection skip the remainder of this section 9. BUYER shall, within 15 business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire premises. The closing of this transaction is conditioned upon BUYER's satisfaction or waiver of the following contingencies.

INSPECTION ITEM; COSTS PAID BY	BUYER	SELLER	SHARED EQUALLY	N/A	INSPECTION ITEM; COSTS PAID BY	BUYER	SELLER	SHARED EQUALLY	N/A
Environmental Inspection (Phase I)				X	Hazardous Waste report(s)				X
Environmental Inspection (Phase II)				X	Other substances hazardous to human health (e.g. mold, radon, asbestos, etc.)				X
Environmental Inspection (Phase III)				X	Review of seller's relevant business documents				X
Survey				X	Utilities and Zoning Studies				X
Water Rights				X	Pest, dry rot & structural Inspection(s)				X
Flood Zone Hazard				X	Compliance with American With Disabilities Act				X
Soil(s) and Percolation Test(s)				X	Well/Septic				
Survey				X					X

The following documents and materials shall be provided by the SELLER to the BUYER as part of the BUYER'S inspection/due diligence: **All available records of business including but not limited to profit and loss sheets, balance sheets, repair orders and annual reports from both Algoma Water and Northern Utilities.**

(B). SATISFACTION/REMOVAL OF INSPECTION DUE DILIGENCE CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 4 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. **This will remove the BUYER'S inspection contingency.**

BUYER'S Initials ROG Date 4-1-07

SELLER'S Initials [Signature] Date 4-5-07

ATTACHMENT "D"

PROPERTY ADDRESS: Greenwood Utility System Sagle/Cocolalla ID# 18073712

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3). If SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 4 business days that they will not continue with the transaction and demand the return of their Earnest Money.

4). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items with SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the premises available for all inspections. BUYER shall keep the premises free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

10. **ADDITIONAL COSTS:** Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay up to \$ 0 of lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

COSTS	BUYER	SELLER	SHARED EQUALLY	N/A	COSTS	BUYER	SELLER	SHARED EQUALLY	N/A
Appraisal fee				X	Flood certification /tracking fee				X
Long term Escrow fees				X	Title Ins. Standard Coverage owners policy		X		
Closing fee			X		Lenders Extended Policy				X
Additional Title Ins.				X	Attorney contract preparation and/or review fee			X	
Water Rights				X					

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11. **ESCROW/COLLECTION:** If a long-term escrow/collection is involved, then the escrow/collection holder shall be na. Each party agrees to pay one-half of escrow/collection fees and escrow setup fees.

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12. **RESIDENTIAL PROPERTY CONDITION DISCLOSURE:** Idaho Code §55-2501 *et seq.* requires that any person intending to transfer "residential real property" deliver to the transferee, within ten (10) days of the acceptance of an offer to purchase, a SELLER PROPERTY DISCLOSURE FORM. "Residential real property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use. The property is is not subject to the Property Condition Disclosure Act.

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13. **LEAD-BASED PAINT DISCLOSURE:** Properties that meet the criteria of "target housing" require certain disclosures regarding lead-based paint hazards. Pursuant to 42 USCA §4851 *et seq.*, "target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides or is expected to reside in such housing for the elderly or persons with disabilities) or any zero-bedroom dwelling. A "residential dwelling" means a single-family dwelling, including attached structures such as porches and stoops; or a single-family dwelling unit in a structure that contains more than one (1) separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one (1) or more persons. "Residential real property" means real property on which there is situated one (1) or more residential dwellings used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one (1) or more persons.

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The subject property is is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home," (b) receipt of the Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYER'S right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate, (d) that BUYER hereby waives does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the property, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is cancelled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

196

BUYER'S Initials (Roc) Date 4-1-07 SELLER'S Initials (OR) Date 4-5-07

ATTACHMENT "D"

PROPERTY ADDRESS: Greenwood Utility System Sagle/Cocolalla ID# 18073712

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14. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): BUYER is responsible to obtain and review a copy of the CC&Rs (if applicable). BUYER has reviewed CC&Rs Yes No.

16. RISK OF LOSS: Prior to the closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

17. CONDITION OF PREMISES AT CLOSING: Upon expiration of the Inspection/Due Diligence period and thereafter, BUYER agrees to purchase the Premises in as-is condition, where is, with all faults and with no further repairs required unless otherwise agreed upon by the parties in writing. BUYER will assume all obligations with respect to the Premises. SELLER shall maintain the Premises until the closing in its present condition, ordinary wear and tear excepted.

18. CLOSING AGENCY: The Closing Agency for this transaction shall be Katherine Dullea Law Office located at Fourth Ave

19. CLOSING DATE: On or before the closing date, BUYER and SELLER shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than 4/25/07 RSC. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to SELLER.

20. POSSESSION/PRORATION: BUYER shall be entitled to possession UPON CLOSING or DATE TIME AM PM. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or Close. Any tenant deposits held by SELLER shall be credited to BUYER at closing.

21. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

22. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

23. BUSINESS DAYS & HOURS A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

24. DEFAULT: IF BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of Brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. **If SELLER defaults,** having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, Brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

BUYER'S Initials (RSC) Date 4-1-07 SELLER'S Initials ([Signature]) Date 4-5-07

ATTACHMENT "D"

PROPERTY ADDRESS: Greenwood Utility System Sagle/Cocolalla ID# 18073712

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25. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

26. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

27. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

29. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sales data from this transaction, including selling price and property address to the local Association/Board of REALTORS®, multiple listing service, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor Office by either party or by either party's broker.

30. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

32. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability or representations have been made or shall be binding upon either party unless herein set forth.

33. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

BUYER'S Initials BJC Date 4-1-07 SELLER'S Initials [Signature] Date 4-5-07

ATTACHMENT "D"

PROPERTY ADDRESS: Greenwood Utility System Sagle/Cocolalla ID# 18073712

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34. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 4-5-07 ^{RSC} at (Local Time) 5:00 PM A.M. P.M. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

35. BUYER'S SIGNATURES:

SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)

BUYER Signature [Signature]
Date 4-1-07 Time 7:30 A.M. P.M.
Address _____
E-Mail Address _____

BUYER (Print Name) ROBERT JAMES CARRIER
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

BUYER Signature _____
Date _____ Time _____ A.M. P.M.
Address _____
E-Mail Address _____

BUYER (Print Name) _____
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

36. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER Signature [Signature]
Date 4-5-07 Time _____ A.M. P.M.
Address _____
E-Mail Address _____

SELLER (Print Name) Paul Greenwood
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

SELLER Signature _____
Date _____ Time _____ A.M. P.M.
Address _____
E-Mail Address _____

SELLER (Print Name) _____
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

BUYER'S Initials (RSC) Date 4-1-07

SELLER'S Initials (PG) Date 4-5-07

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ATTACHMENT "D"



RE-11 ADDENDUM # 1 (1,2,3, etc.)



Date: 3/27/07

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 This is an **ADDENDUM** to the Purchase and Sale Agreement.
2 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used
3 to change, correct or revise the agreement (such as modification, addition or deletion of a term)).
4

5 **PURCHASE AND SALE AGREEMENT DATED:** 3/27/07 ID # 18073712

6 **ADDRESS:** Greenwood Utility System

7 **BUYER(S):** Carrelr and/or assigns

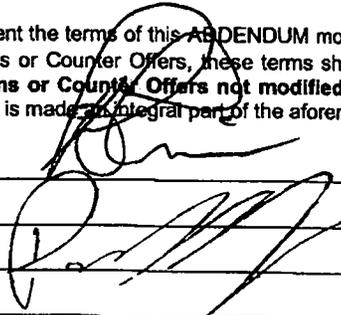
8 **SELLER(S):** Greenwood

9 The undersigned parties hereby agree as follows:
10

11 **LEGAL DESCRIPTION:**

12 rp57N03W367951A: 36-57n-3w tax 10 Sunny Shores Sewer & rp55n02w068721: 6-55n-2w Tax
13 19 Shoreline Systems, Cocolalla & RP00625003002CA: 16-56n-2w Algoma Addition Blk 3 Lots
14 2,3,4 Algoma Sewer & rp006250030WLoa; 16-56n-2w Algoma Addition Well Lot TCO 09-047-
15 0222-001
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32 To the extent the terms of this **ADDENDUM** modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
33 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior
34 Addendums or Counter Offers not modified by this **ADDENDUM** shall remain the same. Upon its execution by both parties, this
35 agreement is made an integral part of the aforementioned Agreement.
36

37 **BUYER:** 

Date: 4-1-07

38 **BUYER:**

Date:

39 **SELLER:**

Date: 4-5-07

40 **SELLER:**

Date:

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ATTACHMENT "D"



RE- 10 INSPECTION CONTINGENCY RELEASE ADDENDUM # 2 (1,2,3, etc.)



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS IF YOU HAVE ANY
QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ADDENDUM to the Purchase and Sale Agreement Dated: 3-27-07
ADDRESS: Greenwood Utility Systems ID#: 18073712
BUYER: Carrier and/ or assigns
SELLER: Greenwood

1. ITEMS IN NEED OF REPAIR. The SELLER agrees to service, repair or replace, in a good and workmanlike manner, the following items on or in the property prior to closing, as set forth in the Purchase and Sale Agreement. BUYER reserves the right to have only the items which are specifically set forth in this paragraph reinspected prior to closing to satisfy the BUYER that such service, repair or replacement is acceptable to the BUYER. BUYER shall not unreasonably withhold acceptance of such service, repair or replacement.

1.) The Sunny Shores community sewer system is in need of two repair items:

- a.) Filter system installed on manhole cover/ cost for installation approximately \$1,600.00
- b.) Broken pipe at drain field/ cost for repair approximately \$2,500.00

Seller to reduce total purchase price to \$161,000.00

2. WAIVER OF FURTHER INSPECTIONS AND REMOVAL OF INSPECTION CONTINGENCY. BUYER has made an inspection of the property or has had the property inspected by inspector(s) chosen by the BUYER. BUYER hereby confirms and asserts that such inspection(s) were performed in a diligent, prudent, thorough and competent manner and that such inspector(s) was/were qualified to inspect the property. Further, BUYER hereby confirms and asserts that BUYER has completed all inspections, investigations, tests, surveys and has reviewed all applicable documents and disclosures. Excepting only those items specifically set forth in Paragraph 1 above, BUYER hereby elects to proceed with the transaction and hereby waives the right to further inspection of the property (except for any final walk through inspection provision set forth in the Purchase and Sale Agreement) and removes the BUYER'S inspection contingency.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums, or Counter Offers not modified by this ADDENDUM shall remain the same.

The herein agreement, upon execution by both parties, is made an integral part of the aforementioned Agreement.

BUYER: ROBERT J CARRIER Date: 4-20-07
 BUYER: _____ Date: _____
 SELLER: _____ Date: 4-23-07
 SELLER: _____ Date: _____

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ATTACHMENT "D"

**APPLICATION TO THE IDAHO PUBLIC UTILITIES COMMISSION FOR A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A WATER UTILITY IN THE STATE OF IDAHO**

1. Name of water company ALGOMA WATER SYSTEM
2. Name of primary contact person JOAN BRITTAIN
Title BOOKKEEPER
3. Telephone number(s) (208) 263-8946
4. Mailing address 206 N. 4th AVE., #146
City SANDPOINT State ID Zip 83864
Street address 211 JIM BROWN WAY
City SANDPOINT State ID Zip 83864
Email JOAN.B@SANDPOINT.NET
5. Type of business organization PROPRIETORSHIP
(Corporation) (LLC) (Partnership) (Proprietorship)
6. In what state is the company organized? IDAHO
7. Is the company registered with the Idaho Secretary of State and authorized to do business in Idaho? YES
8. Attach copies of applicable by-laws, articles of incorporation and/or other organizational documents on file with the Idaho Secretary of State. CERTIFICATE OF ASSUMED BUSINESS NAME.
9. Are there any affiliated companies with which the water system shares office space, employees, expenses or provides services to the water system? Yes/No. If yes, attach a detailed description of the relationship.
10. Attach a legal description for the certificated area to be served and a map if available.
11. Attach a system map of the area showing the location of wells, reservoirs, water lines, booster pumps, valves, etc. Show location and names of all public utilities, corporations, or persons with which the utility will likely compete.
12. Attach the most recent DEQ Sanitary Survey (if applicable).
13. Certified operator will be ROBERT HANSEN, WATER SYSTEMS MGT., INC.
14. Is the system approved by the Idaho Department of Environmental Quality (DEQ) or local health district? Yes/No
15. Attach information showing the water rights owned by the water utility.
16. Attach the anticipated schedule of construction including proposed date to begin providing service. N/A

17. Attach the estimated cost for utility construction and statement of anticipated annual maintenance costs. N/A

18. Attach a statement of the manner in which the applicant proposes to finance new utility construction. N/A

19. Number of customers currently connected to system.
Residential 21
Commercial 6

20. Number of customers ultimately to be served by the system.
Residential _____
Commercial _____

21. Attach monthly consumption data for the customers currently connected to the water system. - NOT ON METERS N/A

22. Attach a description of proposed rates and charges.
Note: Separate rates between residential customer rates and commercial customer rates. Typically water rates are either a flat monthly charge regardless of the amount of water consumed or a metered rate with a basic charge that includes a block of water (000s of gallons or 00s of cubic feet) plus a commodity charge for consumption in excess of the initial block included in the basic charge.

23. Attach a set of detailed financial statements (income and balance sheet) for the most recent three years for the water system (one or two if new company) or a detailed budget for a new system with no financial history.

24. Attach a list of current customers and mailing addresses.

25. You are required to inform your customers (if any) of the Application.
The notice should briefly describe the service area and proposed rates. It should include the Commission's phone number (208) 334-0300 and mailing address: Commission Secretary, Idaho Public Utilities Commission, PO Box 83720, Boise, Idaho 83720-0074.
Have the existing customers been notified? Yes No
If yes, attach a copy of the Notice. If no, attach an explanation.

25. Attach samples of ALGOMA WATER :
(Company name)
Bill statement
Reminder Notice - Termination of Service
Final Notice - Termination of Service
Rules Summary
Utility's General Rules and Regulations

CANCELLATION OR AMENDMENT OF CERTIFICATE OF ASSUMED BUSINESS NAME

(Please type or print legibly)

To the SECRETARY OF STATE, STATE OF IDAHO

Pursuant to Section 53-507 and 53-508, Idaho Code, the undersigned gives notice of the action(s) indicated below:

1. The assumed business name is: Algoma Water

2. The assumed business name was filed with the Secretary of State's Office on 12-8-03 as file number D71208

3. Cancellation. The persons who filed the certificate no longer claim an interest in the above assumed business name and cancel the certificate in its entirety.

4. The assumed business name is amended to: _____

5. The true names and business addresses of the entity or individuals doing business under the assumed business name are amended as follow:

Add:	Delete:	Name:	Address:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Paul Greenwood</u>	<u>P.O.Box 751 Sandpoint, Id. 83864</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Robert J. Carrier</u>	<u>P.O.Box 751 Sandpoint, Id. 83864</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

6. The type of business is amended to read:

- | | | |
|--|--|--|
| <input type="checkbox"/> Retail Trade | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Transportation and Public Utilities |
| <input type="checkbox"/> Wholesale Trade | <input type="checkbox"/> Agriculture | <input type="checkbox"/> Finance, Insurance, and Real Estate |
| <input type="checkbox"/> Services | <input type="checkbox"/> Construction | <input type="checkbox"/> Mining |

7. The name and address to which future correspondence should be addressed is changed to read:

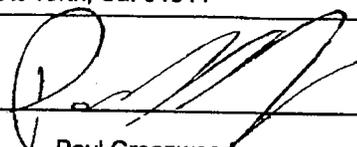
Robert J. Carrier P.O. Box 751 Sandpoint, Idaho 83864

8. Name and address for this acknowledgment copy is:

Paul Greenwood

22310 Romar

Chatsworth, Ca. 91311

Signature: 

Printed Name: Paul Greenwood

Capacity: Owner

(see instruction # 9 on back of form)

Secretary of State use only

g:\corp\forms\sub\forms\amend.pmd
Revised 04/2003

Bonner County Parcel Information



Sandpoint Title
120 South Second Avenue
Sandpoint Id. 83864
Tel: (208)263-2222
Fax: (208)265-4040

Parcel ID # **RP006250030WLOA**

Owner

Owner: GREENWOOD, PAUL

Owner Address

Mail Name: GREENWOOD, PAUL

Mail Address: 22311 ROMAR ST CHATSWORTH, CA 91311

Property HWY 95
Address:

Property Zip: 83860

Assessor Information

Parcel ID#: RP006250030WLOA

Legal: 16-56N-2W ALGOMA ADDITION WELL LOT TCO 09-04-0222-001

Description:

Tax Code 800000

Area:

Property SW
Code:

Deeds: 698283 WD ,595715 WD ,578501 D ,511023 WD ,

Assessed \$
Value:

Improvement \$
Value:

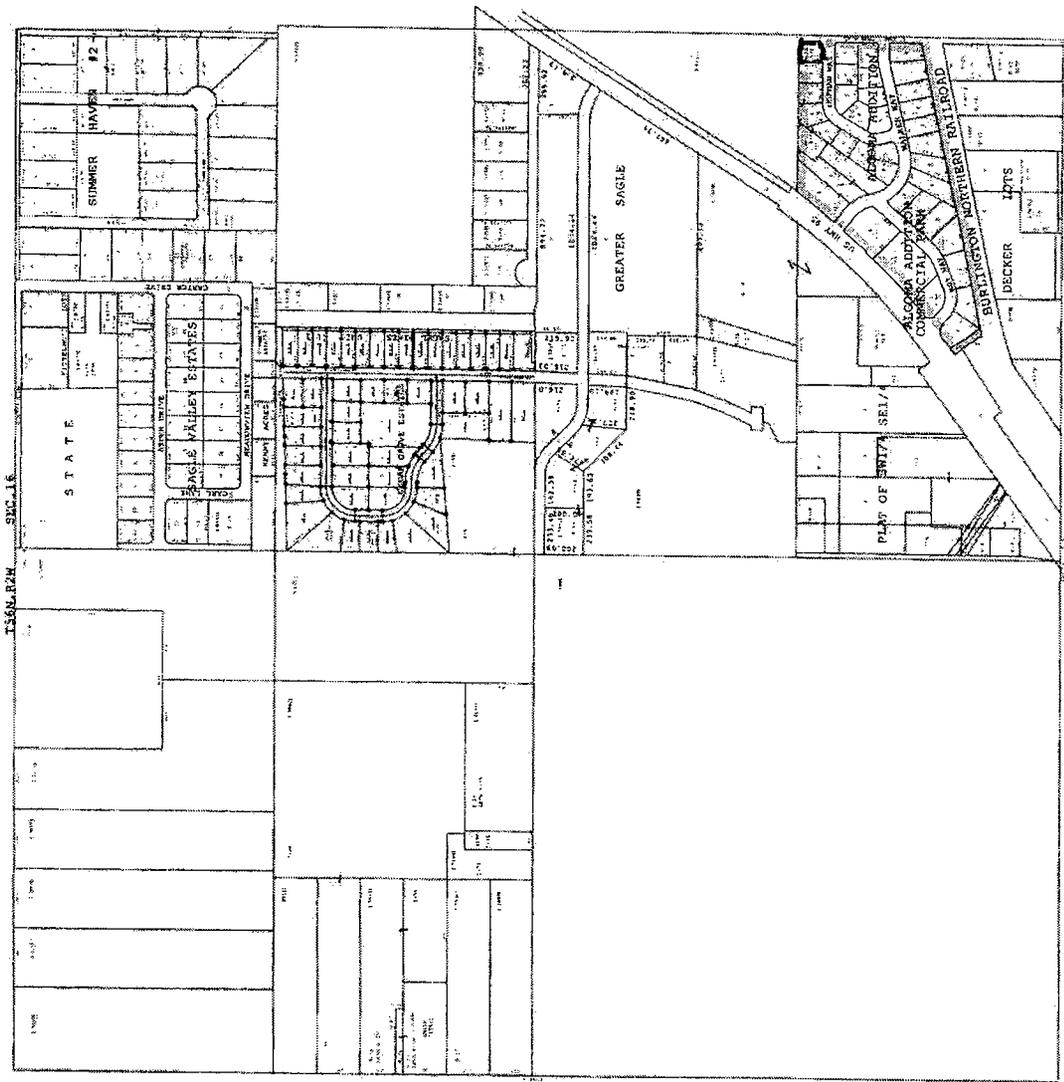
Land Value: \$

Taxes: \$0.00

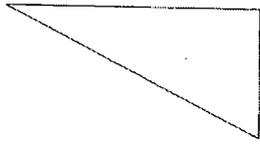
Assessor Categories

Category	Quantity Unit	Value	Exemption Value
67	0.3 AC	\$	\$
Total Acres: 0.3		Total Value: \$	

Improvement Characteristics

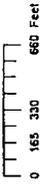


SECTION 16

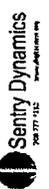


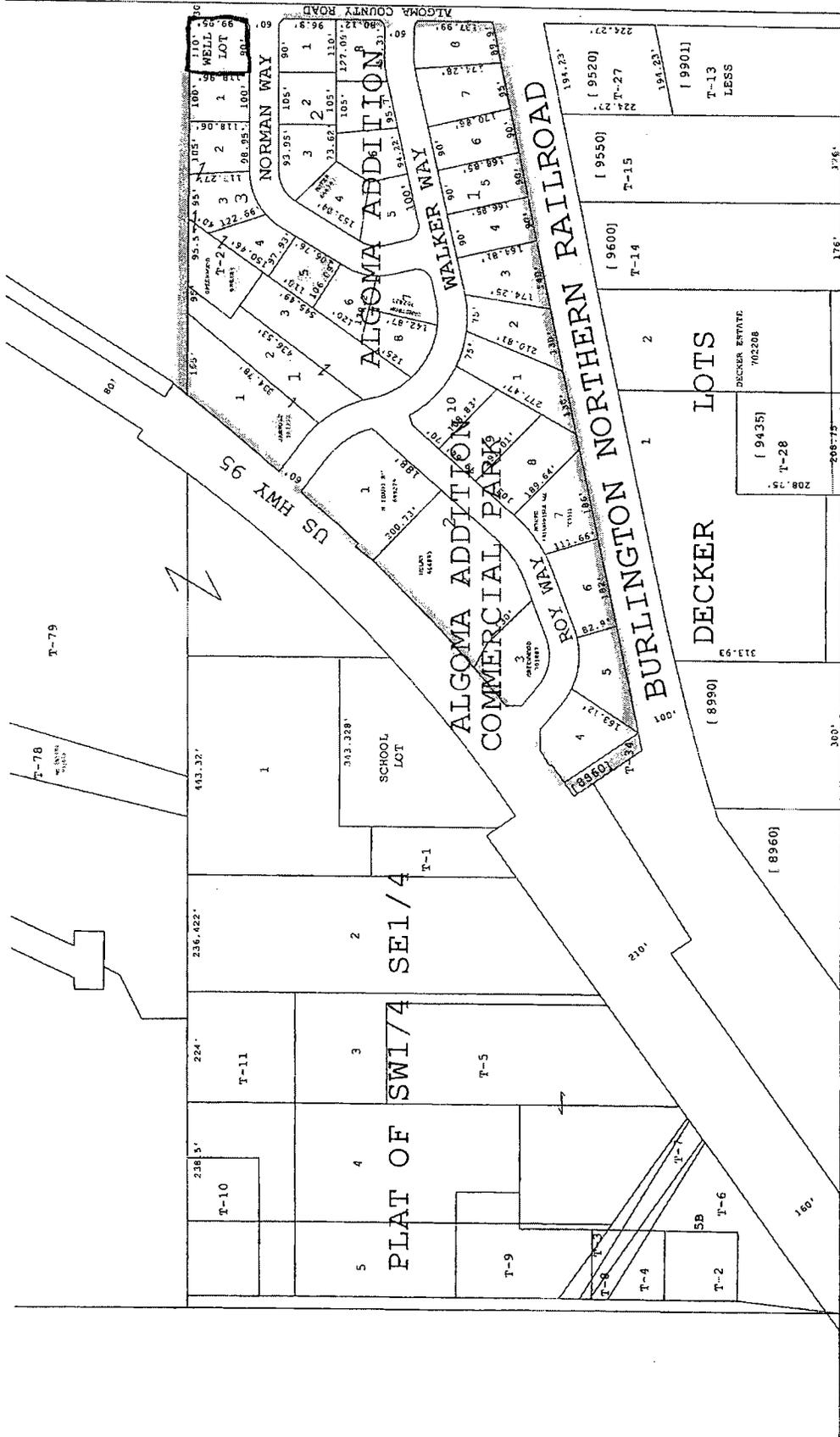
N

1 inch equals 400 feet



THIS DRAWING IS TO BE USED FOR REFERENCE.
 IT IS NOT TO BE USED FOR CONSTRUCTION OF ANY
 STRUCTURES HEREIN CONTAINED.





S 89°25' N 80.00'

ALGOMA ADDITION SUBD

PWS #ID1090001

Report on Quality of Drinking Water in 2006

The federal Safe Drinking Water Act requires that all community drinking water systems must provide customers an annual report of the quality of their drinking water. This report is a summary of the quality of Algoma Addition Water for calendar year 2006. Included are details about where the water comes from, what it contains, and how it compares to EPA and Idaho standards. All Algoma Addition Water facilities are privately owned and operated. Bob Hansen of Water Systems Management, Inc. operates our drinking water system. For further information about your water system (PWS #ID1090001), call Bob Hansen at 265-4270. E-mail: wsmibob@aol.com.

Our Water Corporation contacts are: Bob Hansen for water system and operation information at 265-4270 or Joan Brittain for billing information at 263-8946.

Your water is provided by a **Groundwater Source** located along with the well house and storage reservoir on a well lot near the entrance to the subdivision.

Last year, we conducted tests for, bacteria and nitrate. We had detects of some contaminants, which are listed in the tables on page three.

Definitions and abbreviations used are listed below:

-Maximum Contamination Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

-Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

-Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.

-Action Level: The concentration of a contaminant, which if exceeded, triggers treatment, or other requirements which a water system must follow.

-Maximum Residual Disinfectant Level (MRDL): The highest level of disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

-Maximum Residual Disinfectant Level Goal (MRDLG): The Level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLG's do not reflect the benefits of the use of disinfectants to control microbial contamination.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/Centers for Disease Control and Prevention (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline 1-800-426-4791 or <http://www.epa.gov/safewater/hotline/>.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline 1-800-426-4791 or <http://www.epa.gov/safewater/hotline/>.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Contaminants that may be present in source water before we treat it include:

Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming.

Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.

Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.

Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

Water Quality Monitoring has been conducted on a regular basis in compliance with all Federal, State, and Local monitoring requirements.

The Department of Environmental Quality (DEQ) continues to maintain a waiver program for Inorganic Chemical (IOC), Volatile Organic (VOC), and Synthetic Organic (SOC) compounds monitoring. These waivers help to reduce some of the financial burden placed on public water suppliers by testing which would normally be required by the Safe Drinking Water Act. The DEQ has performed numerous risk analyses to determine the potential for various chemical contaminants to be present in Idaho. The DEQ office has determined that few of these chemicals pose a risk of being present in drinking water sources in the northern region of the state and that waivers would be appropriate.

The State of Idaho Department of Environmental Quality has completed the **Source Water Assessment** for Algoma Addition Drinking Water System. The water system received a low susceptibility score for potential contaminants. A **Source Water Protection Plan** for the Algoma Addition Drinking Water System is not available. For additional information, or a copy of the Source Water Assessment Report, please feel free to contact, Bob Hansen at (208) 265-4270. E-mail: wsmibob@aol.com.

ALGOMA ADDITION SUBD 2006 WATER QUALITY DATA REPORT

Microbiological Contaminants

	Highest # Positive In a Month	MCL	MCLG	Violation (Y/N)	Possible Source of Contamination
Total Coliform	1	>1	0	N	Naturally present in the environment
Fecal Coliform or E. coli	0	*	0	N	Human and animal fecal waste

Lead/Copper

Contaminant	Date(s) Collected	90 th Percentile	Action Level	MCLG	# of sites above Action Level	Violation Y/N	Possible Source of Contamination
Lead (ppb)	12/04 5 samples	2	15	0	0	N	Corrosion of household plumbing systems: Erosion of natural deposits.
Copper (ppm)	12/04 5 samples	0.01	1.3	1.3	0	N	Corrosion of household plumbing systems: Erosion of natural deposits.
Health Effects Language	Lead Copper						

Inorganic Contaminants

Contaminant	Violation (Y/N)	MCL	MCLG	Lowest Level Detected:	Highest Level Detected:	Date Tested (mm/yy)	Likely Source of Contamination	Health Effects
Nitrate	N	10	10	0.8	0.8	05/06	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.	

#12

ALGOMA WATER COMPANY
P.O. Box 751
Sandpoint, ID 83864
Emergencies: (208 263-9166
Billing: (208) 263-8946

May 21, 2007

Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074

Subject: Unmetered Rate Increase

To Members of the Commission:

We are submitting this request for a rate increase of the Algoma Water Company along with the Application for Approval of Sale of the Algoma Water System.

Increase the flat rate commercial rate from \$28.15 per month to \$40.00 per month.

Increase the flat rate residential rate from \$17.59 per month to \$30 per month.

It has been many years since there has been a rate increase. There have been ongoing repairs during the last two years. In 2006 over \$3,000 in repairs was done. This year a major repair to the main water line was done costing nearly \$800.

The monthly sales at the current rate total \$538.29 (21 residential at \$17.59 = \$369.39 and 6 commercial at \$28.15 = \$168.90). The monthly expenses for management, lab testing fees, power, and bookkeeping average approximately \$450. This does not allow money to be set aside for major repairs.

We hope that you will grant this request along with the approval of the sale of the water system.

Yours truly,



Robert J. Carrier
Owner

Algoma Water Service
Balance Sheet
As of December 31, 2006

	<u>Dec 31, 06</u>
ASSETS	
Current Assets	
Checking/Savings	
Panhandle State Bank - Checking	2.11
Total Checking/Savings	<u>2.11</u>
Accounts Receivable	
Accounts Receivable	122.86
Total Accounts Receivable	<u>122.86</u>
Total Current Assets	124.97
Fixed Assets	
Distribution Mains	1,681.48
Pumping Equipment	2,332.08
Reservoirs & Standpipes	2,068.77
Structures & Improvements	764.83
Wells and Springs	594.09
Total Fixed Assets	<u>7,441.25</u>
Other Assets	
Land	22,134.18
Total Other Assets	<u>22,134.18</u>
TOTAL ASSETS	<u><u>29,700.40</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan from Northern Utilities	3,544.99
Total Other Current Liabilities	<u>3,544.99</u>
Total Current Liabilities	<u>3,544.99</u>
Total Liabilities	3,544.99
Equity	
Opening Bal Equity	29,741.55
Net Income	-3,586.14
Total Equity	<u>26,155.41</u>
TOTAL LIABILITIES & EQUITY	<u><u>29,700.40</u></u>

6:37 AM
05/17/07
Accrual Basis

Algoma Water Service
Profit & Loss
January through December 2006

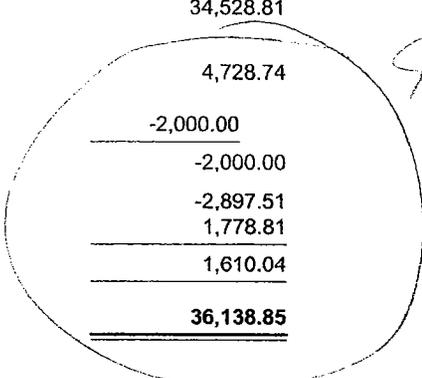
	<u>Jan - Dec 06</u>
Ordinary Income/Expense	
Income	
Sales - Algoma Water	5,422.07
Sales - Algoma Water Service	258.45
Total Income	<u>5,680.52</u>
Expense	
Bank Service Charges	91.00
Lab Testing Fees	146.00
Licenses and Permits	200.00
Maintenance Management	1,423.00
Non Sufficient Funds	0.00
Professional Fees	
Accounting Fees	583.64
Utility Consultant	492.34
Total Professional Fees	<u>1,075.98</u>
Repairs & Maintenance	
Equipment	4,431.24
Property Maintenance	134.00
Total Repairs & Maintenance	<u>4,565.24</u>
Taxes	
Property Tax	544.40
Total Taxes	<u>544.40</u>
Utilities	
Gas and Electric	1,221.04
Total Utilities	<u>1,221.04</u>
Total Expense	<u>9,266.66</u>
Net Ordinary Income	-3,586.14
Other Income/Expense	
Other Income	
Other Income	0.00
Total Other Income	<u>0.00</u>
Net Other Income	<u>0.00</u>
Net Income	<u><u>-3,586.14</u></u>

Algoma Water Balance Sheet

As of December 31, 2005

Dec 31, 05

ASSETS	
Current Assets	
Checking/Savings	
Panhandle State Bank - Checking	329.01
Total Checking/Savings	329.01
Accounts Receivable	
Accounts Receivable	385.84
Total Accounts Receivable	385.84
Total Current Assets	714.85
Fixed Assets	
Equipment	35,424.00
Total Fixed Assets	35,424.00
TOTAL ASSETS	36,138.85
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Northern Utilities - Loan	2,222.91
Total Other Current Liabilities	2,222.91
Total Current Liabilities	2,222.91
Long Term Liabilities	
Note - Panhandle State Bank	32,305.90
Total Long Term Liabilities	32,305.90
Total Liabilities	34,528.81
Equity	
Opening Bal Equity	4,728.74
Owner's Capital	
Draws	-2,000.00
Total Owner's Capital	-2,000.00
Retained Earnings	-2,897.51
Net Income	1,778.81
Total Equity	1,610.04
TOTAL LIABILITIES & EQUITY	36,138.85



Jim:
 you didn't give me
 YE JE's for 2004.
 Chris took no
 draw from Algoma
 Water in '05
 Assets & Liab. are correct
 but equity is not.
 P4 is correct.

Algoma Water
Profit & Loss
January through December 2005

	<u>Jan - Dec 05</u>
Ordinary Income/Expense	
Income	
Sales - Algoma Water	7,662.81
Uncategorized Income	0.00
	<hr/>
Total Income	7,662.81
Expense	
Bank Service Charges	96.00
Bookkeeping Service	350.00
Interest Expense	
Loan Interest	2,468.36
	<hr/>
Total Interest Expense	2,468.36
Lab Testing Fees	296.50
Late Fees	7.90
Licenses, Permits & Fees	250.75
Maintenance	1,050.92
Office Supplies	50.55
Professional Fees	176.00
Utilities	1,137.02
	<hr/>
Total Expense	5,884.00
	<hr/>
Net Ordinary Income	1,778.81
	<hr/>
Net Income	<u><u>1,778.81</u></u>

Algoma Water
Profit & Loss
January through December 2004

	<u>Jan - Dec 04</u>
Ordinary Income/Expense	
Income	
Sales - Algoma Water	5,930.98
Total Income	<u>5,930.98</u>
Expense	
Bank Service Charges	80.00 ✓
Interest Expense	
Loan Interest	2,546.46
Interest Expense - Other	38.37
Total Interest Expense	<u>2,584.83</u>
Lab Testing Fees	337.50 ✓
Late Fees	23.93
Licenses, Permits & Fees	405.00 ✓
Maintenance	125.00 ✓
Office Supplies	83.10 ✓
Professional Fees	1,964.00 ✓
Property Taxes	1,044.94 ✓
Repairs - Equipment	700.40 ✓
Utilities	1,497.38 ✓
Total Expense	<u>8,846.08</u>
Net Ordinary Income	<u>-2,915.10</u>
Net Income	<u><u>-2,915.10</u></u>

Algoma Water
Balance Sheet
As of December 31, 2004

Dec 31, 04

	<u>Dec 31, 04</u>
ASSETS	
Current Assets	
Checking/Savings	
Panhandle State Bank - Checking	332.13
Total Checking/Savings	<u>332.13</u>
Total Current Assets	332.13
Fixed Assets	
Equipment	35,424.00
Total Fixed Assets	<u>35,424.00</u>
TOTAL ASSETS	<u><u>35,756.13</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Northern Utilities - Loan	2,472.33
Total Other Current Liabilities	<u>2,472.33</u>
Total Current Liabilities	2,472.33
Long Term Liabilities	
Note - Panhandle State Bank	33,681.16
Total Long Term Liabilities	<u>33,681.16</u>
Total Liabilities	36,153.49
Equity	
Opening Bal Equity	4,517.74
Owner's Capital	
Draws	<u>-2,000.00</u>
Total Owner's Capital	-2,000.00
Net Income	<u>-2,915.10</u>
Total Equity	<u>-397.36</u>
TOTAL LIABILITIES & EQUITY	<u><u>35,756.13</u></u>

8:48 AM

05/17/07

Algoma Water Service Customer Contact List

May 17, 2007

Customer	Bill to
Arndt	
Authier	
Campbell	
Childress	
Cordle	
Damstrom	
Ford	
Frets	
Groom	
Hofer	
Howk	
Idaho Granite	
Keeton	
Lana Kay Realty	
McCoy	
Moore	
North Idaho RV	
Olson	
Palmer	
Pelz	
Roeder	
Sagle Senior	
Schwerin	
Scott	
Thompson	
Wilson	

Redacted

Algoma Water Company
P.O. Box 751
Sandpoint, ID 83864
Emergencies: (208) 263-9166
Billing: (208) 263-8946

CUSTOMER NOTICE

June 1, 2007

Dear Customer of Algoma Water:

An application has been filed with the Idaho Public Utilities Commission (IPUC) for approval of a sale of the Algoma Water Company to Mr. Robert J. Carrier. Mr. Carrier intends to retain local qualified and licensed professionals to operate and maintain the water system.

The application is on file with the Idaho Public Utilities Commission. You may read the application on the IPUC Web Site (puc.state.id.us). A copy is available for your review at the office of Joan Brittain, make arrangements by calling her at (208) 263-8946.

Should you wish to make comments to the IPUC regarding this application you may do so on line at the Commission's web site or write to them at:

Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074
(208)334-0300

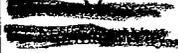
Sincerely,
Algoma Water Company

Algoma Water Service

Statement

P.O. Box 751
Sandpoint, ID 83864

Date
5/1/2007

To:

Sagle, ID 83860

Billing Questions: Joan Brittan (208) 263-8946
Emergencies: Deal Pump & Electric (208) 263-9166

		Amount Due	Amount Enc.		
		\$67.08			
Date	Transaction	Amount	Balance		
12/31/2006	Balance forward		79.13		
01/01/2007	INV #433. Due 01/16/2007. --- Residential \$17.59	17.59	96.72		
02/01/2007	INV #460. Due 02/16/2007. --- Residential \$17.59	17.59	114.31		
03/01/2007	INV #487. Due 03/16/2007. --- Residential \$17.59	17.59	131.90		
03/18/2007	PMT #757.	-100.00	31.90		
04/01/2007	INV #515. Due 04/16/2007. --- Residential \$17.59	17.59	49.49		
05/01/2007	INV #541. Due 05/16/2007. --- Residential \$17.59	17.59	67.08		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
17.59	17.59	17.59	14.31	0.00	\$67.08

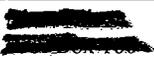
#25-B

Algoma Water Service

P.O. Box 751
Sandpoint, ID 83864

Invoice

Date	Invoice #
5/1/2007	551

Bill To
 Ponderay, ID 83852

Terms	Due Date
Net 15	5/16/2007

Item	Description	Rate	Amount
Residential	Monthly water service	17.59	17.59

Please make checks payable to Algoma Water and remit to above address.

Total \$17.59

Billing Questions: Joan Brittain (208) 263-8946
Emergencies: Deal Pump & Electric (208) 263-9166

#25-c

Algoma Water Company
P.O. Box 751
Sandpoint, ID 83864
Emergencies: Deal Pump & Electric - (208) 263-9166
Billing: Joan Brittain – (208) 263-8946

INITIAL NOTICE

Date

Customer
Address
Ponderay, ID 83852

Dear:

Our records show that your account is past due. If we do not receive full payment of \$101.44 by the end of 7 days from this letter, we will have to terminate water service. These rules are prescribed by the Idaho Public Utilities Commission.

Algoma Water Company will delay termination of service to a residential customer for 30 days due to medical conditions. A medical certificate from a licensed physician or public health official will be accepted. It must state the termination of water will aggravate the existing condition or create a medical emergency. This certificate must be signed by the person diagnosing the medical condition.

If you disagree with the termination, you may file a complaint with our office in writing and request a meeting. The company will review your complaint and send you written results. If you are not satisfied, you may ask the Idaho Public Utilities Commission to review the matter. The address is IPUC Consumer Assistance, P.O. Box 83720-0074 or call 1-800-432-0369. Service will not be disconnected while the dispute is under review by either Algoma Water or the IPUC.

ALGOMA WATER IS WILLING TO MAKE PAYMENT ARRANGEMENTS TO HELP ANY CUSTOMER HAVING PROBLEMS PAYING THEIR WATER BILL. HOWEVER, THE CUSTOMER WILL HAVE TO MAKE PAYMENT ARRANGEMENTS PRIOR TO THE TERMINATION DATE ON THIS LETTER.

If service is terminated there will be a reconnection fee of \$25.

Thank you for your prompt attention to this matter.

Robert J. Carrier, Owner
Algoma Water Company

Algoma Water Company
P.O. Box 751
Sandpoint, ID 83864
Emergencies: Deal Pump & Electric - (208) 263-9166
Billing: Joan Brittain - (208) 263-8946

FINAL NOTICE

Date

Customer
Address
Ponderay, ID 83852

Dear:

We are sorry, but unless we hear from you by noon Friday, Date, your water service will be terminated without further notice for nonpayment of your water bill.

Please call Joan Brittain at (208) 263-8946 immediately regarding your delinquent bill of \$75.90.
PAYMENT ARRANGEMENTS CAN BE MADE BY CONTACTING JOAN.

In the past we have tried to work with you regarding payments, but you have not followed through. However, once water service is terminated, payment will be collected in full.

Please be advised that termination of service will be postponed for only 30 days after receipt of the following:

1. A certificate by a licensed physician or public health official which states that termination of service will aggravate an existing medical condition. You must make payment arrangements prior to the expiration of the postponement.
2. An informal or formal complaint concerning this action may be filed with the Idaho Public Utilities Commission, P.O. Box 83720, Boise, ID 83720, phone number 1-800-432-0369.

Thank you,

Robert J. Carrier, Owner
Algoma Water Company

Algoma Water Company
P.O. Box 751
Sandpoint, ID 83864
Emergencies: Deal Pump & Electric (208) 263-9166
Billing: Joan Brittain (208) 263-8946

SUMMARY OF RULES AND REGULATIONS OF THE IDAHO PUBLIC UTILITIES COMMISSION GOVERNING RELATIONS FOR CUSTOMERS OF SMALL WATER COMPANIES.

Algoma Water Company may disconnect water to a customer with adequate notice for the following reasons:

1. Non payment of past bills. Bills are considered past due 15 days after billing date on mailing label.
2. Failure to abide by the terms of a payment arrangement or presentation of a non-sufficient funds check for a payment arrangement.
3. If a customer misrepresents his/her identity to obtain service.
4. Violation of any other rules of the utility on file with the IPUC.
5. Non-sufficient funds check presented personally in order to forestall disconnection.

Termination without prior notice can occur if:

1. An emergency situation exists which endangers life, physical safety or personal property.
2. Algoma Water Company attempted to contact a customer twenty four hours prior to disconnection and was unable to reach the customer.
3. Service is obtained, diverted or used without authorization or knowledge of the utility.

PAYMENT ARRANGEMENTS CAN BE MADE BY CONTACTING JOAN BRITTAIN AT (208) 263-8946.

If a medical emergency exists or there is someone in the household who is seriously ill, disconnection can be postponed 30 days if Algoma Water Company is presented with a certificate signed by a licensed physician. After the 30 days are up, however, payment arrangements must be made or the past due bill must be paid in full. Algoma Water Company can collect a deposit if at any time we believe that a customer is a credit risk or a risk to property exists.

If you have a complaint concerning any billing or policies of Algoma Water Company, please contact Joan Brittain at (208) 263-8946. We will investigate and try to resolve the conflict. However, if you are still dissatisfied you may contact the Idaho Public Utilities Commission at: IPUC, Post Office Box 83720, Boise, ID 83720-0074 or call 1-800-432-0369.

Our current rates are Residential: \$17.69 per month; Commercial: \$28.15 per month. There will be a reconnection fee of \$25 if service is terminated. Also, a deposit equal to two monthly payments will be required to restore service.

Tariff No. 1
I.P.U.C. No.
Cancelling

IDAHO PUBLIC UTILITIES COMMISSION
APPROVED EFFECTIVE

MAY 6 - '02 MAY 6 - '02
Per. O.N. 29013

Name of Utility
Christopher and Kate Neu and Larry and Colleen Neu dba Algoma Water Company

Jan M. Jewell SECRETARY
(Approval Stamp)

GENERAL RULES AND REGULATIONS

TABLE OF CONTENTS

RATE SCHEDULE	PAGES
1. GENERAL RULES AND REGULATIONS	1
2. DEFINITIONS	1 - 2
3. SERVICE FOR NEW CUSTOMERS	3 - 4
4. DEPOSITS	4
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7. METERING	6 - 7
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9. INSTALLATION OF SERVICE CONNECTIONS	8 - 9
10. REPLACEMENT OR ENLARGEMENT OF SERVICE CONNECTION	9 - 10
11. DISCONNECTION AND RECONNECTION OF SERVICE	10 - 11
12. EXTENSION OF WATER MAINS	11
13. MISCELLANEOUS	11 - 13

Issued 2002 Effective 2002

Issued by **Christopher and Kate Neu and Larry and Colleen Neu dba Algoma Water Company**

By *[Signature]* Title President

#25
~~Request No. 6-11~~

MAY 6 - '02
 Per. o. n. 29013

MAY 6 - '02

Janet Jewell SECRETARY

Name of Utility

Christopher and Kate Neu and Larry and Colleen Neu dba Algoma Water Company

(Approval Stamp)

**GENERAL RULES & REGULATIONS
 FOR SMALL WATER UTILITIES**

1. GENERAL

- 1.1 The Customer, in receiving water service, and the Company, in providing water service, both agree to abide by these Rules and Regulations.
- 1.2 In the event that there is a conflict between the Company's Rules and Regulations and the Rules and Regulations Governing Customer Relations of Gas, Electric, and Water Public Utilities under the Jurisdiction of the Idaho Public Utilities Commission, the Rules and Regulations of the Commission shall take precedence unless an exception has been granted.
- 1.3 Any additions, deletions or modifications to these General Rules and Regulations are to be made in the "Special Provisions" section attached as Attachment 1. Any such changes are subject to approval by the Commission prior to becoming effective.

2. DEFINITIONS

- 2.1 Billing Period - the period of time between bills from the Company for normal services rendered.
- 2.2 Commission - Idaho Public Utilities Commission.
- 2.3 Commodity Charge - Recurring charge based only on the quantity of water used.
- 2.4 Company - water company.
- 2.5 Connection or Hook-Up Fee - non-recurring charge paid by a Customer requesting service for partial or full recovery of the Company's cost of providing a new service connection.

Issued	2002	Effective	2002
--------	------	-----------	------

Issued by Christopher and Kate Neu and Larry and Colleen Neu dba Algoma Water Company

By *[Signature]* Title President

MAY 6 - '02

MAY 6 - '02

Per. O.N. 29013

James H. Jewell SECRETARY
(Approval Stamp)

Name of Utility

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- 2.6 Contribution in Aid of Construction - non-recurring charge paid by a Customer or Developer to help defray the cost of system expansion.
- 2.7 Customer - a person, business or government agency responsible for paying bills and complying with the rules and regulations of the company.
- 2.8 Customer Charge - minimum recurring charge that does not include any water.
- 2.9 Fixed Rate - a recurring charge of a fixed amount, usually in an unmetered system.
- 2.10 Franchise Tax - tax imposed on a Company by a governmental entity for the privilege of doing business within its boundaries.
- 2.11 Minimum Charge - minimum recurring charge for a billing period that may or may not include a specified quantity of water.
- 2.12 Non-recurring Charges - charges that are not assessed each billing period.
- 2.13 Premises - a Customer's property including out buildings which are normally located on one lot or parcel of ground.
- 2.14 Rate Structure - a schedule of all recurring and non-recurring charges of the company.
- 2.15 Reconnection Fee - charge paid by a Customer to the Company to restore service after its disconnection.
- 2.16 Recurring Charges - charges that are assessed each billing period.
- 2.17 Tariff - rate schedules and Rules and Regulations that govern the Company's service.

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IDAHO PUBLIC UTILITIES COMMISSION
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Per. O.W. 29013

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3. SERVICE FOR NEW CUSTOMERS

- 3.1 The Company shall furnish service to applicants within its service area under the jurisdiction of the Idaho Public Utilities Commission in accordance with rates and Rules and Regulations approved by the Commission.
- 3.2 Applicants for water service may be required to sign a standard form of service application.
- 3.3 The Company shall not be obligated to provide service at a service location until any required deposit or guarantee of payment has been received by the Company in accordance with the "Rules and Regulations Governing Customer Relations of Gas, Electric, and Water Public Utilities under the Jurisdiction of the Idaho Public Utilities Commission" attached and referred to herein as Utility Customer Relations Rules (UCRR).
- 3.4 Special contracts may be required where large investments in special facilities are necessary to provide the requested service. The Company may require contribution toward such investment and establish such minimum charges as are deemed necessary. All such contracts are subject to the approval of the Commission.
- 3.5 The Company reserves the right to place limitations on the amount and character of water service it will supply and to refuse service to new Customers if, in its opinion:
 - (a) The Company is required to refuse or limit service by regulatory authorities having jurisdiction over the Company.
 - (b) The requested service installation is of larger size than is necessary to properly serve the premises.

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- (c) The permanency of the building, structure, or institution requested to be served is such that the Company's investment in such service is jeopardized.
- (d) The depth of the Customer's service line is less than the minimum depth required for frost protection.
- (e) The Customer's proposed service, main or other appurtenance does not conform to good engineering design or meet the standard specifications of the Company.
- (f) The Customer refuses to agree to abide by the Rules and Regulations of the Company.

If the Company denies service to a potential Customer for any reason, it will immediately provide the applicant with a written explanation of its decision in accordance with UCRR.

4. DEPOSITS

- 4.1 Rules and Regulations regarding deposits to guarantee payment of bills can be found in Rules 101-109 UCRR.

5. RATES

- 5.1 Rates charged for water service and supply shall be those published in the Company's tariff and approved by the Idaho Public Utilities Commission.

6. BILLING AND PAYMENT

- 6.1 All Customers will be billed on a regular basis as identified on the applicable rate schedule.
- 6.2 If the system is metered, the Company shall try to read the meters prior to each billing unless specified differently on the applicable rate schedule. If the Company's meter reader is unable to gain access

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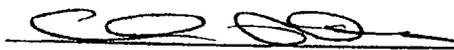
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to the premises to read the meter, or in the event the meter fails to register, the Company may estimate the Customer's water consumption for the current billing period based on known consumption for a prior similar period or average of several periods. Subsequent readings will automatically adjust for differences between estimated and actual. Estimated bills shall carry appropriate notice to that effect.

6.3 All bills shall clearly indicate the balance due and shall be due and payable no less than 15 days after the date rendered. All bills not paid by due date shall be considered delinquent and service may be disconnected subject to the provisions of UCRR.

6.4 The minimum bill or customer charge shall apply when service is provided for less than one month.

6.5 Owners of premises with one or more condominiums, buildings, stores, apartments or any other divisions of like or similar character, all of which are served from one (1) service connection are responsible for the entire water charges. If the owner desires to cease being responsible for water bills for such places and desires that the occupant of each division shall be responsible for her or her respective bill, such transfer of responsibility will not be accepted or recognized by the Company until the plumbing arrangements of the building or premises are so changed by the owner or his or her agent as to permit the Company, to its satisfaction, to serve each division or occupant separately from the other occupants in the same building.

6.6 Accounts will be continued and water bills rendered regularly until the Company has been duly notified to discontinue service.

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Name of Utility

Christopher and Kate Neu and Larry and
Colleen Neu dba Algoma Water Company**7. METERING (If Applicable)**

- 7.1 Meters will be installed by the Company near the Customer's property line or at any other reasonable location on the Customer's premises that is mutually agreed upon.
- 7.2 The Company's representative shall be given access to the Customer's premises at all reasonable hours for the purpose of obtaining meter readings. In the event of recurring inaccessibility, the Company, at its option, may relocate its metering equipment at the Customer's expense.
- 7.3 The Company is responsible for the maintenance of its metering equipment. Meters are considered to be sufficiently accurate if tests indicate that meter accuracy is within ± 2 percent. When for any reason a meter fails to register within these limits of accuracy, the Customer's use of water will be estimated on the basis of available data and charges will be adjusted accordingly. Corrected bills will then be sent out to the customer and additional payment or refund arrangements made in accordance with UCRR.
- 7.4 The Company reserves the right to test and/or replace any meter. Upon deposit of a "Meter Testing Fee" by a Customer, the Company will test the Customer's meter. If the test indicates that the meter over-registers by more than 2 percent, it will be replaced with an accurate meter at no cost to the Customer and the "Meter Testing Fee" will be refunded and water bills will be adjusted in accordance with UCRR.
- 7.5 At the Company's discretion, unmetered Customers may be converted to metered service if such transition occurs in a planned, systematic manner without unreasonable discriminations and if the Company has an approved metered rate.

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7.6 The Company shall have the right to set meters or other devices without notice to the Customer for the detection and prevention of fraud.

7.7 In any building where the meter is to be installed in the basement, the incoming water pipe must enter the basement at least sixteen (16) inches from the riser in order that a meter can be set in a horizontal position in the basement. All pipes to the different parts of the building or grounds must lead from the riser at least one (1) foot above the elbow.

8. CUSTOMER PLUMBING AND APPLIANCES

8.1 All plumbing, piping, fixtures and appliances on the Customer's side of the service connection shall be installed and maintained under the responsibility and at the expense of the Customer or owner of the premises.

8.2 The plumbing, piping, fixtures and appliances shall be maintained in conformity with all municipal, state and federal requirements. The nature and condition of this plumbing, piping and equipment shall be such as not to endanger life or property, interfere with service to other Customers or permit those with metered services to divert system water without meter registration.

8.3 A stop-and-waste valve must be installed on the Customer's plumbing in a place always accessible and so located as to permit shutting off the water for the entire premises with the least possible delay.

8.4 All persons having boilers, water tanks or other equipment supplied by direct pressure from the Company's mains should install a pressure relief valve, or other device to serve the same purpose, so as to prevent excess pressure from forcing hot water and/or steam back into the water meter and mains of the Company.

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All damage to the Company's property resulting from failure to properly equip Customer plumbing with a relief valve shall be billed to the Customer.

8.5 The Company is not obligated to perform any service whatever in locating leaks or other trouble with the customer's piping.

8.6 When the premises served by the Company is also served in any manner from another water supply of any kind, an approved backflow prevention device shall be installed at the service connection. Water service for either stand-by or other purposes will not be furnished until piping and connections are inspected and approved by a representative of the Company.

8.7 Property owners will not be allowed to connect the water service of different properties together.

8.8 All of the Customer's service pipes and fixtures must be kept in repair and protected from freezing at his or her expense. When there are leaking or defective pipes or fixtures, the water may be turned off at the option of the Company until the proper repairs are made.

9. INSTALLATION OF SERVICE CONNECTIONS

9.1 The service connection is the property of the Company and as such, the Company is responsible for its installation and maintenance. It consists of piping, curbstop and valve or meter box and a meter, if the system is metered. The service connection transmits water from the Company's water main to a valve or meter box generally located near the Customer's property line. All piping, valves or appliances beyond this point are the property and responsibility of the Customer.

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9.2 The Company reserves the right to designate the size and location of the service line, curbstop, meter (if applicable) and meter or valve box and the amount of space which must be left unobstructed for the installation and future maintenance and operation thereof.

9.3 Where a service connection is desired for a premises on which there is no permanent structure, the Company will install a service connection to said premises only upon payment by the applicant of the estimated cost of said service connection. If within a period of five (5) years from the installation of said service connection a permanent structure is erected on the premises, the Company will refund, with interest, the difference between any approved new Customer charges in effect at the time of connection, and the applicant's advance.

9.4 The extra costs of any out-of-the-ordinary circumstances requiring additional equipment or special construction techniques involved in the installation of a service connection will be agreed to in advance by the Customer and the Company.

10. REPLACEMENT OR ENLARGEMENT OF SERVICE CONNECTION

10.1 Unless otherwise provided herein, the Company shall replace or enlarge service connections at its own expense, as follows:

- (a) Whenever it is necessary to change the location of any service connection due to relocation or abandonment of the Company's mains; and
- (b) For commercial or industrial services where the type or volume of use has changed and the enlargement will result in sufficient increase in annual revenue to justify the enlargement.

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10.2 The relocation, enlargement or reduction of service connections for the convenience of the Customer will be at the expense of the Customer. Prior to such relocation, enlargement or reduction, the Customer will deposit the estimated cost thereof with the Company. Within fifteen (15) days a refund will be made to the Customer in the amount by which the estimated cost exceeds the actual cost. The amount by which the actual cost exceeds the estimated cost shall be due and payable within fifteen (15) days after billing for such deficiency.

10.3 Enlargement of any service connection will be made only after such time as the Customer's plumbing inside his or her premises shall have been enlarged sufficiently to accommodate the additional capacity.

11. DISCONNECTION AND RECONNECTION OF SERVICE

11.1 When a Customer desires to discontinue service he shall give notice to the Company at least two (2) days in advance and shall be responsible for all water consumed for the two (2) days after the date of such notice.

11.2 The Company may discontinue a Customer's service on an involuntary basis only in accordance with UCRR.

11.3 When it becomes necessary for the Company to involuntarily discontinue water service to a Customer, service will be reconnected only after all bills for service then due have been paid or satisfactory payment arrangements have been made.

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11.4 A reconnection fee will be charged each time a Customer is disconnected, either voluntarily or involuntarily, and reconnected at the same premises. The reconnection fee shall be paid before service is restored. Reconnection fees will not be charged for any situation or circumstance in which the Customer's water supply is disconnected by the Company for its convenience.

11.5 The Company reserves the right at any time, upon notice, to shut off the water for maintenance or expansion and, in emergencies, may do so without notice. The Company shall at all times use reasonable diligence and care to prevent interruption of said water service.

11.6 Except in the case of an emergency, no one, except an authorized Company representative, is allowed to turn-on or turn-off the water on the Company's side of the service connection.

12. EXTENSION OF WATER MAINS

12.1 The extension of system water mains for the purpose of providing new service shall be done on a time and material basis.

13. MISCELLANEOUS

13.1 No Customer shall permit any person from another premises to take water from his or her water service or tap for more than (1) week without the written permission and consent of the Company.

13.2 No person acting either on his or her own behalf or an agent of any person, firm, corporation or municipality, not authorized by the Company, shall take any water from any fire hydrant on the Company's system except in the case of an emergency.

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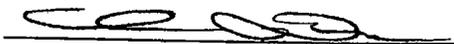
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- 13.3 No person shall place upon or about any hydrant, gate, box, meter, meter box or other property of the Company, any building material or other substance so as to prevent free access at all times to the same.
- 13.4 Service will be maintained to domestic Customers on a preferential basis. Delivery of water under all schedules may be restricted, interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of water.
- 13.5 No rate contract or application is assignable from one user to another, except upon agreement of all parties concerned.
- 13.6 The representative of the Company shall be given access to the premises of the Customer at all reasonable hours for obtaining meter readings, for turning on or shutting off the flow of water, for inspecting, removing, repairing or protecting from abuse or fraud any of the property of the Company installed on the premises. Access shall be granted at all times for emergency purposes.
- 13.7 No one, except an authorized agent of the Company, shall tamper with, interfere with, make repairs, connections or replacements of or to any of the Company's property.
- 13.8 Whenever an applicant desires service of a character for which there is no available service classification, a contract may be executed in lieu of a tariff. Any such contract is subject to the approval of the Idaho Public Utilities Commission.
- 13.9 The Customer is held responsible for any violation of these Rules and Regulations even though the breach is committed by someone employed either directly, or indirectly, by the customer.

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13.10 Copies of the Company's rates and rules summary of regulations will be available at utility's office; will be provided to customers upon commencement of service; and, will be provided to customers annually in accordance with Utility Customer Relations Rules (UCRR) and Utility Customer Information Rules (UCIR).

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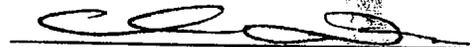
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