WATER TARIFF SCHEDULE

UTILITY: AGUILA WATER SERVICES, INC.
DOCKET NO: W-01578A-00-0576

Decision No. 63333
Effective: 03-01/2001

RATES AND CHARGES

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<th>METER</th>
<th>CHARGES</th>
<th>GALLONS</th>
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<tbody>
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<td>$26.00</td>
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SERVICES LINE & METER INSTALLATION CHARGES

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<tr>
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COMMODITY CHARGE:

PER 1,000 GALLONS $3.13
STANDPIPE/BULKWATER, PER 1,000 $3.13

SERVICE CHARGES

1. ESTABLISHMENT $25.00
2. ESTABLISHMENT/AFTER HOURS $35.00
3. RECONNECTION/Delinquent $40.00
4. NSF CHECK $15.00
5. METER RERead/IF CORRECT $15.00
6. METER TEST/IF CORRECT $25.00
7. DEFERRED PAYMENT (PER MONTH)-A 18.00%
8. LATE PAYMENT PENALTY (PER MONTH)-B $.50
9. DEPOSIT INTEREST *
10. DEPOSIT *
11. RE-ESTABLISHMENT W/N 12 MONTHS **

* PER COMMISSION RULES (R214-2-403B)
** MONTHS OFF SYSTEM TIMES THE MINIMUM (R14-2-403D)
A-PLUS 1½% PER MONTH OF OUTSTANDING BALANCE
B-GREATERT OF $.50 OR 1½% PER MONTH OF UNPAID BALANCE

#COST OF BORING AND/OR REPAVING THE ROADWAY IS ADDITIONAL AND AT ACTUAL COST.
IN ADDITION TO THE COLLECTION OF ITS REGULAR RATES AND CHARGES, THE COMPANY WILL COLLECT FROM ITS CUSTOMERS THEIR PROPORTIONATE SHARE OF ANY PRIVILEGE, SALES OR USE TAX IN ACCORDANCE WITH R14-2-409.D.5
CROSS-CONNECTION OR BACKFLOW TARIFF

PURPOSE:

The purpose of this tariff is to protect Aquila Water Services, Inc. ("Company") water from the possibility of contamination caused by the backflow of contaminants that may be present on the customer's premises by requiring the installation and periodic testing of backflow-prevention assemblies pursuant to the provisions of the Arizona Administrative Code ("A.A.C.") R14-2-405.B.6 and A.A.C. R18-4-215.

REQUIREMENTS:

In compliance with the Rules of the Arizona Corporation Commission ("Commission") and the Arizona Department of Environmental Quality ("ADEQ"), specifically A.A.C. R14-2-405.B.6 and A.A.C. R18-4-215 relating to backflow prevention:

1. The Company may require a customer to pay for and to have installed a backflow-prevention assembly if A.A.C. R18-4-215.B or C applies.

2. A backflow-prevention assembly required to be installed by the customer under Paragraph 1 of this tariff shall comply with the requirements set forth in A.A.C. R18-4-215.D and E.

3. Subject to the provisions of A.A.C. R14-2-407 and 410, and in accordance with Paragraphs 1 and 7 of this tariff, the Company may terminate service or may deny service to a customer who fails to install a backflow-prevention assembly as required by this tariff.

4. The Company shall give any existing customer who is required to install a backflow-prevention assembly written notice of said requirement. If A.A.C. R14-2-410.B.1.a. is not applicable, the customer shall be given thirty (30) days from the time such written notice is received in which to comply with this notice. If the customer can show good cause as to why he cannot install the backflow-prevention assembly within thirty (30) days, the Company or Commission Staff may suspend this requirement for a reasonable period of time.

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5. Testing shall be in conformance with the requirements of A.A.C. R18-4-215.F. The Company may require the customer to pay to have the backflow-prevention assembly tested as long as the Company does not require an unreasonable number of tests.

6. The customer shall provide the Company with records of installation and testing. For each backflow-prevention assembly, these records shall include:
   a. assembly identification number and description;
   b. location
   c. date(s) of test(s);
   d. description of repairs and recommendations for repairs made by tester; and
   e. the tester’s name and certificate number.

7. In the event the backflow-prevention assembly does not function properly or fails any test, and an obvious hazard as contemplated under A.A.C. R14-2-410.B.1.a. exists, the Company may terminate service immediately and without notice. The backflow-prevention assembly shall be repaired or replaced by the customer and retested.

8. In the event the backflow-prevention assembly does not function properly or fails any test, or in the event that a customer fails to comply with the testing requirement, and A.A.C. R14-2-410.B.1.a. is not applicable, the backflow-prevention assembly shall be repaired or replaced within fourteen (14) days of the initial discovery of the deficiency in the assembly or its function. Failure to remedy the deficiency or dysfunction of the assembly, or failure to retest, shall be grounds for termination of water service in accordance with A.A.C. R14-2-410.

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