WATER TARIFF SCHEDULE

UTILITY: Loma Estate Water Company
DOCKET NO. U-2245-96-508

DECISION NO. 59994
EFFECTIVE: 2/1/97

RATES AND CHARGES

CUSTOMER/MINIMUM CHARGES
PER MONTH

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<tr>
<th>METER</th>
<th>CHARGES</th>
<th>GALLONS</th>
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<tr>
<td>2&quot;</td>
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<tr>
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<td>5&quot;</td>
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</tbody>
</table>

COMMODITY CHARGE (EXCESS OF MINIMUM):

IN EXCESS OF LIMIT: $5.60 PER 1,000 GALLONS

$0.00 PER 0 GALLON
UP TO 0 GALLONS

$0.00 0 - 0,000 GALLONS

SERVICE CHARGES:

1. ESTABLISHMENT (R14-2-403.D.1) $15.00
2. ESTABLISHMENT/AFTER HOURS (R14-2-403.D.2) $20.00
3. RECONNECTION/DELINQUENT (R14-2-403.D.1) $10.00
4. NSF CHECK (R14-2-409) $15.00
5. METER REREAD/IF CORRECT (R14-2-403.C.2) $10.00
6. METER TEST/IF CORRECT (R14-2-408.F.1) $10.00
7. DEFERRED PAYMENT (R14-2-408.F.1) N/A
8. DEPOSIT INTEREST (R14-2-403.B.3) PER RULE
9. DEPOSIT (R14-2-403.B.7) PER RULE
10. RE-ESTABLISHMENT W/N 12 MONTHS (R14-2-403-D.1) MONTHS OFF THE SYSTEM TIMES THE MINIMUM

OTHER RATES AND CHARGES APPROVED BY ORDER:


LATE PAYMENT PENALTY (PER MONTH): 1.5%
Curtailment Plan for Loma Estate Water Company, LLC
(Template 063004)

ADEQ Public Water System No: 13-110

Loma Estate Water Company, LLC ("Company") is authorized to curtail water service to all customers within its certificated area under the terms and conditions listed in this tariff.

This curtailment plan shall become part of the Arizona Department of Environmental Quality Emergency Operations Plan for the Company.

The Company shall notify its customers of this new tariff as part of its next regularly scheduled billing after the effective date of the tariff or no later than sixty (60) days after the effective date of the tariff.

The Company shall provide a copy of the curtailment tariff to any customer, upon request.

Stage 1 Exists When:

Company is able to maintain water storage in the system at 100 percent of capacity and there are no known problems with its well production or water storage in the system.

Restrictions: Under Stage 1, Company is deemed to be operating normally and no curtailment is necessary.

Notice Requirements: Under Stage 1, no notice is necessary.

Stage 2 Exists When:

a. Company's water storage or well production has been less than 80 percent of capacity for at least 48 consecutive hours, and

b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 2, the Company may request the customers to voluntarily employ water conservation measures to reduce water consumption by approximately 50 percent. Outside watering should be limited to essential water, dividing outside watering on some uniform basis (such as even and odd days) and eliminating outside watering on weekends and holidays.
TARIFF SCHEDULE

Utility: Loma Estate Water Company, LLC.
Docket No.:
Phone No.: 928-541-1231

Tariff Sheet No.: 3 of 4
Decision No.:
Effective:

Stage 4 Exists When:

a. Company’s total water storage or well production has been less than 25 percent of capacity for at least 12 consecutive hours, and

b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 4, Company shall inform the customers of a mandatory restriction to employ water conservation measures to reduce daily consumption. Failure to comply will result in customer disconnection. The following uses of water shall be prohibited:

- Irrigation of outdoor lawns, trees, shrubs, or any plant life is prohibited
- Washing of any vehicle is prohibited
- The use of water for dust control or any outdoor cleaning uses is prohibited
- The use of drip or misting systems of any kind is prohibited
- The filling of any swimming pool, spas, fountains or ornamental pools is prohibited
- The use of construction water is prohibited
- Restaurant patrons shall be served water only upon request
- Any other water intensive activity is prohibited

The Company’s operation of its standpipe service is prohibited. The addition of new service lines and meter installations is prohibited.

Notice Requirements:

1. Company is required to notify customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at the Company’s option, both. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.

2. Company shall post at least 2 signs showing curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to major subdivisions served by the Company.

3. Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering Stage 4.
February 17, 1994
Loma Estate Water Co.
4652 S. Camino Vaga
Prescott, Az. 86303-8164

APPLICABILITY:
All Customers served by Loma Estate Water Company

PURPOSE:
To protect the public water supply from the possibility of contamination caused by backflow through unprotected cross-connections by requiring installation and periodic testing of backflow-prevention assemblies pursuant to provisions of Arizona Administrative Code (A.A.C.) R14-2-405.B.6 and A.A.C. R18-4-232.

REQUIREMENTS:

In compliance with the rules and regulations of the Arizona Corporation Commission and the Arizona Department of Environmental Quality (ADEQ), A.A.C. R14-2-405.B.6 and A.A.C. R18-4-232 relating to backflow prevention:

1. Loma Estate Water Company may require a customer to pay for and install a backflow-prevention assembly if A.A.C. R18-4-232.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. R18-4-232.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, Loma Estate Water Company may terminate service or deny service to a customer who fails to install a backflow-prevention assembly as required by this tariff.

4. Loma Estate Water 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.B1.a. is not applicable, the customer shall be given thirty (30) days in which to comply with this notice. If the customer can show good cause as to why he cannot install the device within thirty (30) days, Loma Estate Water Company or Commission Staff may suspend this requirement for a reasonable period of time.
5. Testing shall be in conformance with the requirements of A.A.C. R13-4-232P. Loma Estate Water Company may require the customers to pay to have the backflow-prevention assembly tested as long as the Company does not require an unreasonable number of tests. Loma Estate Water Company may also require the customer to pay for repairs to a backflow-prevention assembly.

6. The customer shall provide Loma Estate Water 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.A In the event the backflow-prevention assembly does not function properly or fails any test, and a hazard as contemplated under A.A.C. R14-2-410.E.1.a. exists, Loma Estate Water Company may terminate service immediately and without notice. The backflow prevention assembly shall be repaired or replaced by the customer and retested before service is restored.

7.B 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 requirements, and A.A.C. R14-2-410.F.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 disfunction of the assembly, or failure to retest, shall be grounds for termination of water service in accordance with A.A.C. R14-2-410.

Sincerely,

Friscilla Klemmedson

Friscilla Klemmedson

APPROVED FOR FILING

DECISION #: 58516

EFFECTIVE: 3/1/94