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AZ CORP COMMISSION
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1 FENNEMORE CRAIG, P.C.
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 Phoenix, Arizona 85012
 4 Attorneys for Litchfield Park Service Company

BEFORE THE ARIZONA CORPORATION COMMISSION

8 IN THE MATTER OF THE APPLICATION
 OF LITCHFIELD PARK SERVICE
 9 COMPANY, AN ARIZONA
 CORPORATION, FOR A
 10 DETERMINATION OF THE FAIR VALUE
 OF ITS UTILITY PLANTS AND
 11 PROPERTY AND FOR INCREASES IN ITS
 WASTEWATER RATES AND CHARGES
 12 FOR UTILITY SERVICE BASED
 THEREON.

DOCKET NO: SW-01428A-09-0103

13 IN THE MATTER OF THE APPLICATION
 OF LITCHFIELD PARK SERVICE
 14 COMPANY, AN ARIZONA
 CORPORATION, FOR A
 15 DETERMINATION OF THE FAIR VALUE
 OF ITS UTILITY PLANTS AND
 16 PROPERTY AND FOR INCREASES IN ITS
 WATER RATES AND CHARGES FOR
 17 UTILITY SERVICE BASED THEREON.

DOCKET NO: W-01427A-09-0104

18 IN THE MATTER OF THE APPLICATION
 OF LITCHFIELD PARK SERVICE
 19 COMPANY, AN ARIZONA
 CORPORATION, FOR AUTHORITY (1) TO
 20 ISSUE EVIDENCE OF INDEBTEDNESS IN
 AN AMOUNT NOT TO EXCEED \$1,755,000
 21 IN CONNECTION WITH (A) THE
 CONSTRUCTION OF TWO RECHARGE
 22 WELL INFRASTRUCTURE
 IMPROVEMENTS AND (2) TO
 23 ENCUMBER ITS REAL PROPERTY AND
 24 PLANT AS SECURITY FOR SUCH
 INDEBTEDNESS.

DOCKET NO. W-01427A-09-0116

Arizona Corporation Commission

DOCKETED

JAN 18 2011

DOCKETED BY

1 IN THE MATTER OF THE APPLICATION
2 OF LITCHFIELD PARK SERVICE
3 COMPANY, AN ARIZONA
4 CORPORATION, FOR AUTHORITY (1) TO
5 ISSUE EVIDENCE OF INDEBTEDNESS IN
6 AN AMOUNT NOT TO EXCEED \$1,170,000
7 IN CONNECTION WITH (A) THE
8 CONSTRUCTION OF ONE 200 KW ROOF
9 MOUNTED SOLAR GENERATOR
10 INFRASTRUCTURE IMPROVEMENTS
11 AND (2) TO ENCUMBER ITS REAL
12 PROPERTY AND PLANT AS SECURITY
13 FOR SUCH INDEBTEDNESS.

DOCKET NO. W-01427A-09-0120

NOTICE OF COMPLIANCE

8 Pursuant to Decision No. 72026 (December 10, 2010), Litchfield Park Service
9 Company ("LPSCO") hereby files this Notice of Compliance in the above-captioned
10 matter.

11 Attached as **Exhibit 1** are the revised schedules of rates and charges. Sheet Nos. 1
12 through 3 (water service), and 17 through 18 (wastewater service), reflect the approved
13 rates for the 50 percent phase-in (Phase 1), effective December 1, 2010 through
14 May 31, 2011. LPSCO will file replacement sheets with the 75 percent phase-in (Phase 2)
15 rates when they take effect on June 1, 2011.

16 Included in the revised schedules is the Alternate Rates for Water and Wastewater
17 (ARWW) ("Low Income Tariff"). Decision No. 72026 adopted the version of the Low
18 Income Tariff attached to LPSCO's Exceptions and Suggested Corrections to
19 Recommended Order, filed on October 14, 2010. LPSCO subsequently received
20 additional changes from Staff. The following language, highlighted in bold, is not
21 reflected in Decision No. 72026 but has been added to paragraphs 3 and 8 of the Special
22 Conditions section (Exhibit 1 at Sheet No. 27):

- 23
24 3. Commencement of Rate: Eligible customers **whose applications have**
25 **been approved** shall be billed on this schedule commencing with the next
26 regularly scheduled billing period that follows receipt of application by

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LPSCO.

8. The ARWW program is limited to 5,000 water division customers and 5,000 wastewater division customers. **Applications will be reviewed and approved on a first come, first served basis. Applicants will be placed on a waiting list if the participation cap has been met.**

Additionally, LPSCO has modified the format of the Low Income Tariff application and declaration of eligibility (Sheet Nos. 28 and 29, respectively), and uses its dba name, Liberty Water; however, the substantive content has not changed. LPSCO has as well derived a summary page to provide to customers along with the application and declaration. See Exhibit 1 at Sheet No. 30.

The revised schedule also incorporates LPSCO's Cross-Connection Control Tariff, effective January 20, 1998, and Curtailment Plan, approved in Decision No. 65436 (December 9, 2002).

Also in accordance with Decision No. 72026, on December 28, 2010, January 3, 2011, and January 4, 2011 LPSCO notified customers of the new rates and charges and rate phase-in, and the Low Income Tariff. Attached as **Exhibit 2** is the affidavit of Gregory S. Sorensen.

DATED this 18th day of January, 2011.

FENNEMORE CRAIG, P.C.

By



Jay L. Shapiro
Todd C. Wiley
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012
Attorneys for Litchfield Park Service
Company

1 **ORIGINAL** and thirteen (13) copies
of the foregoing were filed
2 this 18th day of January, 2011, with:

3 Docket Control
Arizona Corporation Commission
4 1200 W. Washington Street
Phoenix, AZ 85007

5 **Copy of the foregoing was hand delivered**
6 this 18th day of January, 2011 to:

7 Robin Mitchell, Esq.
Legal Division
8 Arizona Corporation Commission
1200 W. Washington Street
9 Phoenix, AZ 85007

10 Carmel Hood, Compliance
Utilities Division
11 Arizona Corporation Commission
1200 W. Washington Street
12 Phoenix, AZ 85007

13 **Copy of the foregoing mailed**
14 this 18th day of January, 2011, to:

15 Michelle L. Wood, Esq.
Residential Utility Consumer Office
1110 W. Washington, Suite 220
16 Phoenix, AZ 85007

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Craig A. Marks, PLC
18 10645 N. Tatum Blvd., Suite 200-676
Phoenix, AZ 85028

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22 Phoenix, AZ 85012

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By: *Maia Sam Joe*
2383064.1/60199.009

EXHIBIT

1

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ISSUED BY:

Greg Sorensen, Director of Operations
Litchfield Park Service Company
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

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ISSUED BY:

Greg Sorensen, Director of Operations
Litchfield Park Service Company
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

Applies to all WATER service areas
PART ONE
STATEMENT OF CHARGES FOR WATER SERVICE

I. RATES – General Residential, Commercial, Industrial, and Irrigation Service

In Opinion and Order No. 72026, dated December 10, 2010, the Commission approved the following rates and charges **effective December 1, 2010**:

A. Monthly Usage Charge – 50 Percent Phase In (Phase 1)¹

<u>Meter Size</u> Inches	Minimum Charge Per Month
5/8" x 3/4" Meter – All Classes	\$8.19
3/4" Meter – All Classes	8.19
1" Meter – Residential	18.43
1" Meter – All Classes	20.48
1 1/2" Meter – All Classes	40.95
2" Meter – All Classes	65.53
3" Meter – All Classes	131.05
4" Meter – All Classes	204.77
6" Meter – All Classes	409.54
8" Meter (Bulk Resale Only)	501.00
8" Meter – All Classes	675.74
10" Meter – All Classes	941.93
12" Meter – All Classes but Irrigation	1,761.01
12" Meter - Irrigation	1,761.01

¹ Phase 1 rates are in effect December 1, 2010 through May 31, 2011.

Applies to all WATER service areas

PART ONE

STATEMENT OF CHARGES FOR WATER SERVICE

B. Commodity Rates – 50 Percent Phase In (Phase 1)

The rate for use in addition to the minimum stated above shall be at the following rates per 1,000 gallons:

<u>Meter Size</u>	<u>Consumption</u>	<u>Rate</u>
5/8" x 3/4" Meter (Residential)	0 to 3,000	\$0.80
	3,001 to 9,000	1.50
	Over 9,000	2.40
3/4" Meter (Residential)	0 to 3,000	0.80
	3,001 to 9,000	1.50
	Over 9,000	2.40
1" Meter (Residential)	0 to 5,000	0.80
	5,001 to 20,000	1.50
	Over 20,000	2.40
5/8" x 3/4" and 3/4" Meter (Commercial, Industrial, Irrigation)	0 to 9,000	1.50
	Over 9,000	2.40
1" Meter (Commercial, Industrial, Irrigation)	0 to 20,000	1.50
	Over 20,000	2.40
1 1/2" Meter (Residential, Commercial, Industrial, Irrigation)	0 to 40,000	1.50
	Over 40,000	2.40
2" Meter (Residential, Commercial, Industrial, Irrigation)	0 to 60,000	1.50
	Over 60,000	2.40

ISSUED BY:

Greg Sorensen, Director of Operations
Litchfield Park Service Company
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

Applies to all WATER service areas
PART ONE
STATEMENT OF CHARGES FOR WATER SERVICE

Section I.B continued – 50 Percent Phase In (Phase 1)

<u>Meter Size</u>	<u>Consumption</u>	<u>Rate</u>
3" Meter (Residential, Commercial, Industrial, Irrigation)	0 to 120,000	\$1.50
	Over 120,000	2.40
4" Meter (Residential, Commercial, Industrial, Irrigation)	0 to 180,000	1.50
	Over 180,000	2.40
6" Meter (Residential, Commercial, Industrial, Irrigation)	0 to 360,000	1.50
	Over 360,000	2.40
8" Meter (Residential, Commercial, Industrial, Irrigation)	0 to 650,000	1.50
	Over 650,000	2.40
8" Meter (Bulk Resale Only)	All Gallons	1.50
10" Meter (Residential, Commercial, Industrial, Irrigation)	0 to 940,000	1.50
	Over 940,000	2.40
12" Meter (Residential, Commercial, Industrial, Irrigation)	0 to 1,200,000	1.50
	Over 1,200,000	2.40
Construction Water	All Gallons	2.40

ISSUED BY:

Greg Sorensen, Director of Operations
Litchfield Park Service Company
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

Applies to all WATER service areas
PART ONE
STATEMENT OF CHARGES FOR WATER SERVICE

C. Service Line and Meter Installation Charges

<u>Meter Size</u>	<u>Line</u>	<u>Meter</u>	<u>Total</u>
5/8 x 3/4" Meter	\$385.00	\$135.00	\$520.00
3/4" Meter	385.00	215.00	600.00
1" Meter	435.00	255.00	690.00
1 1/2" Meter	470.00	465.00	935.00
2" Turbine Meter	630.00	965.00	1,595.00
2" Compound Meter	630.00	1,690.00	2,320.00
3" Turbine Meter	805.00	1,470.00	2,275.00
3" Compound Meter	845.00	2,265.00	3,110.00
4" Turbine Meter	1,170.00	2,350.00	3,520.00
4"Compound Meter	1,230.00	3,245.00	4,475.00
6" Turbine Meter	1,730.00	4,545.00	6,275.00
6"Compound Meter	1,770.00	6,280.00	8,050.00
8" Meter & Larger	At Cost	At Cost	At Cost

Applies to all WATER service areas
PART ONE
STATEMENT OF CHARGES FOR WATER SERVICE

D. Service Charges

<u>Service</u>	<u>Charge</u>
Establishment (a)	\$20.00
Establishment (After Hours) (a)	40.00
Re-Establishment of Service (a)	(b)
Reconnection (Regular Hours) (a)	\$50.00
Reconnection (After Hours) (a)	65.00
Meter Test (if correct) (c)	25.00
Meter Re-Read (if correct)	5.00
NSF Check	25.00
Deferred Payment, Per Month	1.50%
Late Charge	(d)
Service Calls, Per Hour / After Hours (e)	\$40.00
Deposit Requirement	(f)
Deposit Interest	3.50%

(a) Service charges for customers taking both water and sewer services are not duplicative.

(b) Minimum charge times number of months disconnected.

(c) \$25.00 plus cost of test.

(d) Greater of \$5.00 or 1.50% of unpaid balance.

(e) No charge for service calls during normal working hours.

(f) Per Rule R14-2-403(B):

Residential – two times the average bill;

Commercial – two and one-half times the average bill.

Applies to all WATER service areas
PART ONE
STATEMENT OF CHARGES FOR WATER SERVICE

Section I.D continued

*Hydrant Meter Deposit	
5/8 x 3/4" Meter	\$ 135.00
3/4" Meter	215.00
1" Meter	255.00
1 1/2" Meter	465.00
2" Turbine Meter	965.00
2" Compound Meter	1,690.00
3" Turbine Meter	1,470.00
3" Compound Meter	2,265.00
4" Turbine Meter	2,350.00
4" Compound Meter	3,245.00
6" Turbine Meter	4,545.00
6" Compound Meter	5,280.00
8" Meter & Larger	At Cost

* Shall have a non-interest bearing deposit of the amount indicated, refundable in its entirety upon return of the meter in good condition and payment of final bill.

Applies to all WATER service areas
PART ONE
STATEMENT OF CHARGES FOR WATER SERVICE

II. TAXES AND ASSESSMENTS

In addition to all other rates and charges authorized herein, the Company shall collect from its customers all applicable sales, transaction, privilege, regulatory or other taxes and assessments as may apply now or in the future, per Rule R14-2-409(D)(5).

Applies to all **WATER** service areas
PART ONE
STATEMENT OF CHARGES FOR WATER SERVICE

III. PERMITTED COSTS

- A. Costs shall be verified by invoice.
- B. For services that are provided by the Company at cost, costs shall include labor, materials, other charges incurred, and overhead not to exceed 10%. However, prior to any such service being provided, the estimated cost of such service will be provided by the Company to the customer. After review of the cost estimate, the customer will pay the amount of the estimated cost to the Company.
- C. In the event that the actual cost is less than the estimated cost, the Company will refund the excess to the customer within 30 days after completion of the provision of the service or after Company's receipt of invoices, timesheets or other related documents, whichever is later.
- D. In the event the actual cost is more than the estimated cost, the Company will bill the customer for the amount due within 30 days after completion of the provision of the service or after the Company's receipt of invoices, timesheets or other related documents, whichever is later. The amount so billed will be due and payable 30 days after the invoice date. However, if the actual cost is more than five percent (5%) greater than the total amount paid, the customer will only be required to pay five percent (5%) more than the total amount paid, unless the Company can demonstrate that the increased costs were beyond its control and could not be foreseen at the time the estimate for the total amount paid was made.
- E. At the customer's request, the Company shall make available to the customer all invoices, timesheets or related documents that support the cost for providing such service.
- F. Permitted costs shall include any Federal, State or local taxes that are or may be payable by the Company as a result of any tariff or contract for water facilities under which the Customer advances or contributes funds or facilities to the Company.

Applies to all WATER service areas

PART TWO

STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

I. CROSS-CONNECTION CONTROL

A. Purpose.

To protect the public water supply in the Company's water supply in the Company's water system from the possibility of contamination caused by backflow through unprotected cross-connections by requiring the installation and periodic testing of backflow-prevention assemblies pursuant to the provisions of the Arizona Administrative Code, Title 14, Chapter 2, Section 405.B.6 as adopted by the Arizona Corporation Commission, and Title 18, Chapter 4, Section 115, as adopted by the Arizona Department of Environmental Quality, or Maricopa County Environmental Services Division, as those regulations may be revised from time to time.

B. Inspections.

The customers shall cooperate fully with the Company in its efforts to investigate and determine the degree of potential health hazard to the public water supply which may result from conditions existing on the customer's premises.

C. Requirements.

In compliance with the Rules and Regulations of the Arizona Corporation Commission and the Arizona Department of Environmental Quality, specifically A.A.C. R14-2-405.B.6 and A.A.C. R18-4-115 relating to backflow prevention:

1. The Company may require a customer to pay for and have installed, maintain, test and repair a backflow-prevention assembly if A.A.C. R18-4-115.B or C applies.
2. A backflow-prevention assembly required to be installed by the customer under this tariff shall comply with the requirements set forth in A.A.C. R18-4-115.D and E.
3. The Company shall give any customer who is required to install and/or test 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 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, the Company or the Arizona Corporation Commission Staff may grant additional time for this requirement.

Applies to all WATER service areas

PART TWO

STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

4. Testing shall be in conformance with the requirements of A.A.C. R18-4-115.F. and Maricopa County Environmental Services Division. The Company shall not require an unreasonable number of tests.
5. 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) or test(s);
 - d. description of repairs made by tester; and
 - e. tester's name and certificate number.

D. Discontinuance of Service.

In accordance with A.A.C. R14-2-407 and 410 and provisions of this tariff, the Company may terminate service or deny service to a customer who fails to install and/or test a backflow-prevention assembly as required by this tariff.

1. In the event the backflow-prevention assembly has not been installed or fails any test and A.A.C. R14-2-410.B.1.a. is applicable, the Company may terminate service immediately and without notice. The backflow-prevention assembly shall be installed and repaired by the customer and retested before service is restored.
2. In the event the backflow-prevention assembly has not been installed or fails any test and A.A.C. R14-2-410.B.1.a. is not applicable, the backflow-prevention assembly shall be installed and/or repaired by the customer and tested within fourteen (14) days of written notice by the Company. Failure to install or to remedy the deficiency of dysfunction of the assembly, or failure to retest shall be grounds for termination of water utility service in accordance with A.A.C. R14-2-410.

ISSUED BY:

Greg Sorensen, Director of Operations
Litchfield Park Service Company
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

Applies to all **WATER** service areas
PART TWO

STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

II. INTERRUPTIBLE SERVICE; COMPANY'S LIABILITY LIMITATIONS

The Company will supply only such water at such pressures as may be available from time to time as a result of the normal operation of its water system. The Company will maintain a minimum water pressure of 20 p.s.i. and will not guarantee a specific gallons per minute flow rate at any public fire hydrants or fire sprinkler service. In the event service is interrupted, irregular or defective, or fails from causes beyond the Company's control or through ordinary negligence of its employees or agents, the Company will not be liable for any injuries or damages arising therefrom.

Applies to all **WATER** service areas
PART TWO
STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

III. RULES AND REGULATIONS

The Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.A.C. R14-2-401 through A.A.C. R14-2-411 will be controlling of Company procedures, unless specific Commission Order(s) provide otherwise.

Applies to all WATER service areas
PART TWO
STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

IV. CURTAILMENT PLAN

ADEQ Public Water System Number: 07-046

Litchfield Park Service Company ("Company") is authorized to curtail water service to all customers, residential and commercial, within its certified area under the following terms and conditions:

Stage 1 Exists When:

Company is able to maintain water storage in the system at 100 percent of demand 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 demand for at least 48 consecutive hours, and
- b. Company has identified issues such as steadily declining water table, an increased draw-down threatening pump operations, poor water production, or electrical/ mechanical equipment failures, etc., creating a reasonable belief the Company will be unable to meet anticipated water demands in the system.

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.

Notice Requirements: Under Stage 2, the Company is required to notify customers by delivering written notice door to door at 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.

Applies to all **WATER** service areas
PART TWO
STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

Stage 3 Exists When:

- a. Company's total water storage or well production has been less than 50 percent of demand for at least 24 consecutive hours, and
- b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, poor water production, or electrical/ mechanical equipment failure, etc., creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 3, the Company shall request the customer to voluntarily employ water conservation measures to reduce daily consumption by approximately 50 percent. All outside watering should be eliminated, except livestock and indoor water conservation techniques should be employed whenever possible.

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. Beginning with Stage 3, Company shall post at least two (2) signs showing the curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to the major subdivision 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 3.

Once Stage 3 has been reached, the Company must begin to augment the supply of water by either hauling or through an emergency interconnect with an approved water supply in an attempt to maintain the curtailment at a level no higher than stage three until a permanent solution has been implemented.

ISSUED BY:

Greg Sorensen, Director of Operations
Litchfield Park Service Company
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

Applies to all **WATER** service areas
PART TWO
STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

Stage 4 Exists When:

- a. Company's total water storage or well production has been less than 25 percent of demand 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, poor water production, or electrical/ mechanical equipment failure, etc., 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 employee 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
- Restaurant patrons shall be served water only upon request
- Any other water intensive activity 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 two (2) signs showing curtailment stage. Signs shall be posted at noticeable locations like at the well sites and at the entrance to the major subdivision 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.

Applies to all **WATER** service areas
PART TWO
STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

Customers who fail to comply with cessation of the above Restrictions will be given a written notice to end all outdoor use. Failure to comply within two (2) working days of receipt of the notice will result in temporary loss of service until an agreement can be made to end unauthorized use of outdoor water. To restore service, the customer shall be required to pay all authorized reconnection fees. If a customer believes he/she has been disconnected in error, the customer may contact the Commission's Consumer Services Section at 1-800-222-7000 to initiate an investigation.

Once Stage 4 has been reached, the Company must augment the supply of water by hauling or through an emergency interconnect from an approved supply in an attempt to maintain the supply until a permanent solution has been implemented.

Note: If the Company loses all production and has no storage facilities, the Company must rely on emergency hauling or must otherwise provide emergency drinking water for its customers.

Applies to all WASTEWATER service areas
PART THREE
STATEMENT OF CHARGES FOR WASTEWATER SERVICE

I. RATES

In Opinion and Order No. 72026, dated December 10, 2010, the Commission approved the following rates and charges to become **effective December 1, 2010**:

A. Monthly Usage Charge – 50 Percent Phase In (Phase 1)²

<u>Meter Size</u> Inches	<u>Minimum Charge</u> Per Month
Residential – Per Unit / Per Month	\$33.05
Multiple Unit Service – Per Unit / Month	30.68
Small Commercial ³	55.90
Regular Domestic ⁴	31.29
Restaurants, Motels, Grocery, DC	31.29
Wigwam Resort / Room	30.68
Wigwam Resort / Main	1,215.20
Elementary School	826.34
Middle & High School	972.16
Community College	1,506.85
Effluent Sales ⁵	Market

² Phase 1 rates are in effect December 1, 2010 through May 31, 2011.

³ Small commercial is a wastewater commercial customer that averages a maximum of 10,000 gallons of water usage per month.

⁴ Regular commercial is a wastewater commercial customer that averages a minimum of 10,000 gallons of water usage per month.

⁵ Market Rate – maximum effluent rate shall not exceed \$430 per acre foot based on a potable water rate of \$1.32 per thousand gallons and shall not be less than \$0.17 per thousand gallons.

Applies to all WASTEWATER service areas
PART THREE
STATEMENT OF CHARGES FOR WASTEWATER SERVICE

B. Commodity Charge – 50 Percent Phase In (Phase 1)

(per 1,000 gallons of water)	
Regular Domestic	\$2.73
Restaurants, Motels, Grocery, DC	3.65

Applies to all WASTEWATER service areas
PART THREE
STATEMENT OF CHARGES FOR WASTEWATER SERVICE

C. Service Charges

<u>Service</u>	<u>Charge</u>
Establishment (a)	\$20.00
Establishment (After Hours) (a)	40.00
Re-Establishment of Service (a)	(b)
Reconnection (Regular Hours) (a)	\$50.00
Reconnection (After Hours) (a)	65.00
NSF Check	25.00
Deferred Payment, Per Month	1.50%
Late Charge	(c)
Service Calls, Per Hour / After Hours (d)	\$40.00
Deposit Requirement	(e)
Deposit Interest	3.50%
Service Lateral Connection Charge – All Sizes	(f)
Main Extension Tariff	(g)

- (a) Service charges for customers taking both water and sewer services are not duplicative.
 (b) Minimum charge times number of months disconnected.
 (c) Greater of \$5.00 or 1.50% of unpaid balance.
 (d) No charge for service calls during normal working hours.
 (e) Per Rule R14-2-603(B):
Residential – two times the average bill;
Non-Residential – two and one-half times the average bill.
 (f) At cost. Customer/Developer shall install or cause to be installed all Service Laterals as a non-refundable contribution-in-aid of construction.
 (g) All Main Extensions shall be completed at cost and shall be treated as non-refundable contribution-in-aid of construction.

Applies to all WASTEWATER service areas
PART THREE
STATEMENT OF CHARGES FOR WASTEWATER SERVICE

II. TAXES AND ASSESSMENTS

In addition to all other rates and charges authorized herein, the Company shall collect from its customers all applicable sales, transaction, privilege, regulatory or other taxes and assessments as may apply now or in the future, per Rule R14-2-608(D)(5).

Applies to all **WASTEWATER** service areas
PART THREE
STATEMENT OF CHARGES FOR WASTEWATER SERVICE

III. PERMITTED COSTS

- A. Costs shall be verified by invoice.
- B. For services that are provided by the Company at cost, costs shall include labor, materials, other charges incurred, and overhead. However, prior to any such service being provided, the estimated cost of such service will be provided by the Company to the customer. After review of the cost estimate, the customer will pay the amount of the estimated cost to the Company.
- C. In the event that the actual cost is less than the estimated cost, the Company will refund the excess to the customer within 30 days after completion of the provision of the service or after Company's receipt of invoices, timesheets or other related documents, whichever is later.
- D. In the event the actual cost is more than the estimated cost, the Company will bill the customer for the amount due within 30 days after completion of the invoices, timesheets or other related documents, whichever is later. The amount so billed will be due and payable 30 days after the invoice date.
- E. At the customer's request, the Company shall make available to the customer all invoices, timesheets or related documents that support the cost for providing such service.
- F. Permitted costs shall include any Federal, State or local taxes that are or may be payable by the Company as a result of any tariff or contract for wastewater facilities under which the Customer advances or contributes funds or facilities to the Company.

ISSUED BY:

Greg Sorensen, Director of Operations
Litchfield Park Service Company
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

Applies to all **WASTEWATER** service areas
PART FOUR
STATEMENT OF TERMS AND CONDITIONS FOR WASTEWATER SERVICE

I. CUSTOMER DISCHARGE TO SYSTEM

A. Service Subject to Regulation

The Company provides wastewater service using treatment and collection facilities that are regulated by numerous county, state and federal Statutes and Regulations. Those Regulations include limitations as to domestic strength wastewater and the type of wastewater that may be discharged into the system by any person directly or indirectly connected to the plant.

B. Waste Limitations

The Company has established the permissible limits of concentration as domestic strength wastewater and will limit concentration for various specific substances, materials, waters, or wastes that can be accepted in the sewer system, and to specify those substances, materials, waters, or wastes that are prohibited from entering the sewer system. Each permissible limit so established shall be placed on file in the business office of the Company, with a copy filed with the Commission. No person shall discharge, or cause to be discharged, any new sources of inflow including, but not limited to, storm water, surface water, groundwater, roof runoffs, subsurface drainage, cooling water, or polluted industrial process waters into the sanitary sewer. The Company will require an affidavit from all commercial and industrial customers, and their professional engineer, stating that the wastewater discharged to the system does not exceed domestic strength.

C. Inspection and Right of Entry

Every facility that is involved directly or indirectly with the discharge of wastewater to the Treatment Plant may be inspected by the Company as it deems necessary. These facilities shall include but not be limited to sewer; sewage pumping plants; all processes; devices and connection sewer; and all similar sewerage facilities. Inspections may be made to determine that such facilities are maintained and operated properly and are adequate to meet the provisions of these rules. Inspections may include the collection of samples. Authorized personnel of the Company shall be provided immediate access to all of the above facilities or to other facilities directly or indirectly connected to the Treatment Plant at all reasonable times including those occasioned by emergency conditions. Any permanent or temporary obstruction to easy access to the user's facility to be inspected shall promptly be removed by the facility user or owner at

Applies to all WASTEWATER service areas
PART FOUR
STATEMENT OF TERMS AND CONDITIONS FOR WASTEWATER SERVICE

the written or verbal request of the Company and shall not be replaced. No person shall interfere with, delay, resist or refuse entrance to an authorized Company representative attempting to inspect any facility involved directly or indirectly with a discharge of wastewater to the Treatment Plant. Adequate identification shall be provided by the Company for all inspectors and other authorized personnel and these persons shall identify themselves when entering any property for inspection purposes or when inspecting the work of any contractor.

All transient motor homes, travel trailers and other units containing holding tanks must arrive at the Company's service area in an empty condition. Inspection will be required of said units prior to their being allowed to hookup to the wastewater system.

D. Termination of Water Service for Violation of Wastewater Rules and Regulations

The Company is authorized to discontinue water service to any person connected to both its water and sewer systems who violates the Company's wastewater terms and conditions as set forth in this PART FOUR or in any way creates a public health hazard or the likelihood of such a public health hazard. This termination authority does not apply to non-payment for water or wastewater services.

Applies to all **WASTEWATER** service areas
PART FOUR
STATEMENT OF TERMS AND CONDITIONS FOR WASTEWATER SERVICE

II. RULES AND REGULATIONS

The Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.A.C. R14-2-601 through A.A.C. R14-2-609 will be controlling of Company procedures, unless specifically approved tariffs or Commission Order(s) provide otherwise.

Applies to all **WATER** and **WASTEWATER** service areas
PART FIVE
ALTERNATE RATES FOR WATER AND WASTEWATER (ARWW)
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

APPLICABILITY

Applicable to residential water and wastewater service for domestic use rendered to low-income households where the customer meets all the program qualifications and special conditions of this rate schedule.

TERRITORY

Within all customer service areas served by Litchfield Park Service Company (“LPSCO”).

RATES

Fifteen percent (15%) discount applied to the regular filed tariff.

PROGRAM QUALIFICATIONS

1. The LPSCO bill must be in your name and the address must be your primary residence or you must be a tenant receiving water service by a sub-metered system.
2. You may not be claimed as a dependent on another person’s tax return.
3. You must reapply each time you move residences.
4. You must renew your application once every two (2) years, or sooner, if requested.
5. You must recertify each year by submitting a declaration attesting to your continuing eligibility, and provide one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare / food stamp cards.
6. You must notify LPSCO within thirty (30) days if you become ineligible for ARWW.
7. Your total gross annual income of all persons living in your household cannot exceed the income levels below:

Applies to all WATER and WASTEWATER service areas
PART FIVE
ALTERNATE RATES FOR WATER AND WASTEWATER (ARWW)
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

Effective December 1, 2010

<u>No. of Person in Household</u>	<u>Total Gross Annual Income</u>
1	\$16,245
2	\$21,855
3	\$27,465
4	\$33,075
5	\$38,685
6	\$44,295

For each additional person residing in the household, add \$5,610

For the purpose of the program the “gross household income” means all money and non cash benefits, available for living expenses, from all sources, both taxable and non taxable, before deductions for all people who live in your home. This includes, but is not limited to:

Wages or salaries	Social Security, SSI, SSP	Rental or royalty income
Interest or dividends from:	Scholarships, grants, or other aid	Profit from self-employment
Savings account, stocks or bonds	used for living expenses	(IRS form Schedule C, Line 29)
Unemployment benefits	Disability payments	Worker’s Compensation
TANF (AFDC)	Food Stamps	Child Support
Pensions	Insurance settlements	Spousal Support
Gifts		

Applies to all **WATER** and **WASTEWATER** service areas
PART FIVE
ALTERNATE RATES FOR WATER AND WASTEWATER (ARWW)
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

SPECIAL CONDITIONS

1. **Application:** An application on a form authorized by the Commission is required for each request for service under this schedule. A customer must reapply every two (2) years.
2. **Recertification:** A customer enrolled in the ARWW program must, each year, recertify by submitting a declaration attesting to continuing eligibility, and provide one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare / food stamp cards.
3. **Commencement of Rate:** Eligible customers whose applications have been approved shall be billed on this schedule commencing with the next regularly scheduled billing period that follows receipt of application by LPSCO.
4. **Verification:** Information provided by the applicant is subject to verification by LPSCO. Refusal or failure of a customer to provide documentation of eligibility acceptable to LPSCO, upon request by LPSCO, shall result in removal from this rate schedule.
5. **Notice from Customer:** It is the customer's responsibility to notify LPSCO if there is a change of eligibility status.
6. **Rebilling:** Customers may be re-billed retroactively for periods of ineligibility under the applicable rate schedule.
7. **Master-metered:** A reduction will be calculated in the bill of master-metered customers, who have sub-metered tenants that meet the income eligibility criteria, so an equivalent discount (15%) can be passed through to eligible customer(s).
8. **Participation Cap:** The ARWW program is limited to 5,000 water division customers and 5,000 wastewater division customers. Applications will be reviewed and approved on a first come, first served basis. Applicants will be placed on a waiting list if the participation cap has been met.

**Application for
Alternate Rates for Water and Wastewater (ARWW)**

To qualify for Liberty Water ARWW please check (✓) all that apply:

- I am a Liberty Water residential customer and the Liberty Water account is in my name.
- I am a sub-metered tenant within the Liberty Water service area.
- My household income is at or below the income level in the listing below.

Household Size	Total Gross Annual Income from All Sources
1	\$16,245
2	\$21,855
3	\$27,465
4	\$33,075
5	\$38,685
6	\$44,295

For each additional person residing in the household, add \$5,610.

The definition of "gross household income" (before taxes) is all money and non cash benefits available for living expenses from all sources, both taxable and non taxable, before deductions, including expenses, for all people who live in your home. **This includes, but is not limited to the following (please check (✓) all that apply):**

- | | |
|--|--|
| <input type="checkbox"/> Wages, salaries or profit from self-employment | <input type="checkbox"/> Social Security, SSI or SSP |
| <input type="checkbox"/> Disability and/or Workers' Compensation payments | <input type="checkbox"/> Food Stamps |
| <input type="checkbox"/> Insurance and/or legal settlements | <input type="checkbox"/> TANF (AFDC) |
| <input type="checkbox"/> Pensions | <input type="checkbox"/> Veterans Affairs benefits |
| <input type="checkbox"/> Spousal and/or child support | <input type="checkbox"/> Unemployment benefits |
| <input type="checkbox"/> Scholarships, grants, or other aid used for living | <input type="checkbox"/> Rental and/or royalty income |
| <input type="checkbox"/> Interest/dividends from: savings, stocks, bonds, or retirement accounts | <input type="checkbox"/> Cash, gifts and/or other income |

Please print the following information. **Incomplete information will delay your discount.** The name used to apply for the discount **must** be the same as the name on the Liberty Water statement.

PLEASE PRINT LEGIBLY												
Liberty Water Account Number (As shown on statement)												
Total No. of persons living in household:			Household's Total Gross Annual Income: \$				Contact Phone Number					
Name as shown on Liberty Water statement												
Liberty Water Service Address												
City			State				Zip Code					

Please attach one of the items listed as proof of income for eligibility verification: Copy of tax return from prior year, or copy of W2 from prior year, or copy of welfare / food stamp cards.

By signing below, I certify under penalty of perjury that this information is true and correct under the laws of the State of Arizona. I will provide proof of income and I will notify Liberty Water of any changes that affect my eligibility. I understand that if I receive the discount without meeting the qualifications for it, I may be required to pay back the discount I received.

Customer Signature _____

Date _____

Note: An Application for ARWW must be submitted every two years. A Declaration of Eligibility must be submitted annually for verification. Please allow 30-45 days for processing.

Office Use Only: Date Verified _____ Verified By _____ Expires _____

ISSUED BY:

Greg Sorensen, Director of Operations
Litchfield Park Service Company
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

**Declaration of Eligibility
Alternate Rates for Water and Wastewater (ARWW)**

To recertify enrollment in the ARWW Program please fill out the following attesting to continuing eligibility:

PLEASE PRINT LEGIBLY												
Name as shown on Liberty Water statement												
Liberty Water Account Number (As shown on statement)												
Liberty Water Service Address												
City	State						Zip Code					
Contact Phone Number						Work Phone Number						

I,

Your Name (Please Print)

Last submitted an Application for Alternative Rates (ARWW) on

(dd/mm/yyyy)

and hereby confirm my eligibility for the year ending

(dd/mm/yyyy)

Please attach one of the items listed below as proof of income for eligibility verification:

**Copy of tax return from prior year,
or copy of W2 form from prior year,
or copy of welfare / food stamp cards.**

By signing below, I certify under penalty of perjury that this information is true and correct under the laws of the State of Arizona. I will provide proof of income and I will notify Liberty Water of any changes that affect my eligibility. I understand that if I receive the discount without meeting the qualifications for it, I may be required to pay back the discount I received.

Customer Signature

Date

Note: An Application for ARWW must be submitted every two years. A Declaration of Eligibility must be submitted annually for verification.

Liberty Water Alternate Rates for Water and Wastewater (ARWW)

Applicability

Applicable to residential water and wastewater service for domestic use rendered to low-income households where the customer meets all the Program Qualifications and Special Conditions of this rate schedule.

Territory

Within all customer service areas served by Litchfield Park Service Company dba Liberty Water.

Discount

Fifteen percent (15%) discount applied to the regular filed tariff. The discount will be applied to the customer's total bill before any adjustments and application of any other taxes, credit, penalties or fees.

Program Qualifications

- The Liberty Water account must be in your name and the address must be your primary residence in our service area or you must be a tenant receiving water service by a sub-metered system.
- You may not be claimed as a dependent on another person's tax return.
- You must reapply each time you move residences.
- You must renew your application once every two (2) years or sooner if requested.
- You must recertify each year by submitting a declaration attesting to your continuing eligibility, and provide one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare/food stamp cards.
- You must notify Liberty Water within thirty (30) days if you become ineligible for ARWW.
- Your total gross annual income of all persons living in your household cannot exceed the income levels provided on the application.

Special Conditions

- You must fill out and sign the ARWW Application completely. Incomplete information will delay your discount. You must reapply every two (2) years.
- You must recertify your enrollment in the ARWW annually by submitting a Declaration of Eligibility and providing one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare/food stamp cards.
- Customers shall be billed on this schedule commencing with the next regularly scheduled billing period that follows the receipt and approval of the application by Liberty Water.
- Documentation of your gross annual income must be provided to Liberty Water for verification of eligibility for ARWW. Refusal or failure to provide documentation of acceptable eligibility to Liberty Water shall result in removal from this rate schedule.
- It is the customer's responsibility to notify Liberty Water if there is a change in eligibility status.
- You may be re-billed for any periods of ineligibility under the applicable rate schedule.
- Master-metered customers who have sub-metered tenants will receive a reduction in the billing. Sub-metered tenants must qualify and meet the income eligibility criteria so an equivalent discount (15%) can be passed through to eligible customer(s).
- The ARWW program is limited to 5,000 water division customers and 5,000 wastewater division customers.

How to Submit Completed ARWW Application and/or Declaration of Eligibility

Mail, Fax or Email your ARWW Application and Declaration of Eligibility to:

Liberty Water (Litchfield Park Service Company)

12725 W. Indian School Rd. Ste. D101

Avondale, AZ 85392

Fax: 623-935-1020

Email: customerserviceavondale@libertywater.com

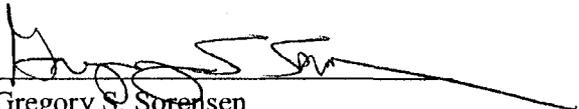
EXHIBIT

2

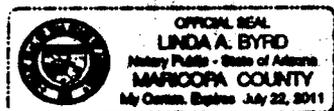
AFFIDAVIT OF GREGORY S. SORENSEN

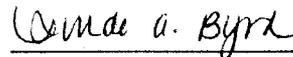
Gregory S. Sorensen, being duly sworn, deposes and says:

1. I am a resident of Maricopa County, over 18 years of age, and make this affidavit based on my own personal knowledge.
2. I am Vice President – Service Delivery for Liberty Water, and the operator of Litchfield Park Service Company (“LPSCO”).
3. Pursuant to Decision No. 72026 (December 10, 2010), on December 28, 2010, January 3, 2011, and January 4, 2011, LPSCO mailed to customers the notice which set forth the new rates and charges and their effective date, described the rate phase-in, and provided information about the Alternate Rates for Water and Wastewater program. Supporting documentation is attached as **Exhibit A**, and a copy of the notice is attached as **Exhibit B**.


Gregory S. Sorensen

SUBSCRIBED and sworn to before me this 10th day of January, 2011.




Notary Public

My Commission Expires:

July 22, 2011
2083496,1/60199.009

EXHIBIT

A

PS Form 3600-R - First-Class Mail - Permit Imprint

Final

Postage Summary

Permit Holder:	CRITICAL DOCUMENT DELIVERY 188 INTERNATIONALE BLVD GLENDALE HEIGHTS, IL 60139 Contact: MARK OLEN (630) 384 - 0900	Mailing Agent:		Org. For Mailing is Prepared:	LIBERTY WATER UTILITIES 12725 W INDIAN SCHOOL RD AVONDALE, AZ 85392-9520 Telephone: (630) 384-0900
Permit Holder's Permit:	Permit Imprint 1590	Mailing Agent's Permit:		Processing Category:	Letters (may include Cards)
Post Office Of Mailing:	CAROL STREAM IL 60199	Mailer Provided Mailing Date:	12/28/2010	Weight of Single Piece:	Non-identical
Total Pieces:	7,173 pcs.	Total Weight:	482.4787 lbs.	Total Postage:	\$ 2,943.94
Sequencing Date:		Address Matching Date - Automation:	12/23/2010	Address Matching Date - Carrier Route:	
No of Containers:	1' MM Trays: 2	2' MM Trays: 41	2' EMM Trays:	Flat Trays:	Sacks: Pallets: 1 Other:
Move Update Method:	Ancillary Service Endorsement				
Statement Certification Date:	12/28/2010	Transaction Date:	12/28/2010		
Comments:					

Part A : Automation Prices

Line Number	Title	Description	Price	Quantity	Postage
A5	5-Digit	Letters		6069 pcs.	\$ 2,469.3650
A7	AADC	Letters		171 pcs.	\$ 73.4350
A8	Mixed AADC	Letters		755 pcs.	\$ 306.1600
				Part A Postage:	\$ 2,848.9600

Part B : Nonautomation Prices

Line Number	Title	Description	Price	Quantity	Postage
B4	Single-Piece	Letters		178 pcs.	\$ 94.9800
				Part B Postage:	\$ 94.9800
				Total Postage From All Parts:	\$ 2,943.9400

Certification

The mailer's signature certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer, and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control.

I hereby certify that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and that the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation.

I understand that anyone who furnishes false or misleading information on this form or who omits information requested on the form may be subject to criminal and/or civil penalties, including fines and imprisonment.

Signature

Signature of Mailer or Agent	Name of Mailer or Agent	Telephone
------------------------------	-------------------------	-----------

Facsimile Form 3600-R

USPS Use Only

Weight of a Single Piece	Are figures at left adjusted from mailer's entries? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Give Reason	
Total Pieces 7,173 pcs.	Total Weight 482.4787 lbs.	Date Mailer Notified
Total Postage \$2,943.94	Contact	
Presort Verification: Check One (If Applicable) <input type="checkbox"/> Not Scheduled <input type="checkbox"/> Performed	By (Initials)	

I CERTIFY that this mailing has been inspected concerning: (1) eligibility for postage price claimed; (2) Proper preparation (and presort where required); and (3) proper completion of postage statement; and (4) payment of annual fee (if required).

Verifying Employee's Signature		Verifying Employee's Name
		Round Stamp Required
Optional Procedure No	Location Code 60199	Mailing Date

Facsimile Form 3600-R

Verification	Request Source	Performance Status	Disposition	Performance Type	Performance Percentage	Additional Postage	Cost Avoidance
eMIR cursory review		Not Performed	N/A		N/A		
Tap Test	Verification not requested by system	Not Performed	N/A		N/A		
Manifest Mail Sampling	Verification not requested by system	Not Performed	N/A		N/A		
MERLIN	Verification not requested by system	Not Performed	N/A		N/A		
Total:						\$0.00	\$0.00

This mailing has been inspected concerning:
 (1) eligibility for postage prices claimed;
 (2) proper preparation (and presort where required);
 (3) proper completion of postage statement; and
 (4) payment of annual fee (if required).

Postage Statement -- First-Class Mail

Transaction Number: 201100319094535 M0	CAPS Transaction Number:	Postage Statement Number: 103123873
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Mailing Group	Mailing Group ID 90040605	Mailing Job Number	Open Date 01-03-2011
	Preparer 1590-PI-CRITICAL DOCUMENT DELIVERY	Origin PSW - USPS Entered	Close Date 01-03-2011
	Job Description		

Mailer	Permit Holder's Name and Address and Email Address, If Any CRITICAL DOCUMENT DELIVERY 188 INTERNATIONALE BLVD GLENDALE HEIGHTS, IL 60139 Contact Name: MARK OLEN (630)384-0900	Name and Address of Mailing Agent <i>(If other than permit holder)</i> CRITICAL DOCUMENT DELIVERY 188 INTERNATIONALE BLVD GLENDALE HEIGHTS, IL 60139 Contact Name: MARK OLEN (630)384-0900	Name and Address of Individual or Organization for Which Mailing is Prepared <i>(If other than permit holder)</i> LIBERTY WATER UTILITIES 12725 W INDIAN SCHOOL RD AVONDALE, AZ 85392-9520 Contact Name: CRITICAL DOCUMENT DELIVERY (630)384-0900
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Mailing	Post Office of Mailing CAROL STREAM IL 60199-9653	Processing Category Letters (may include Cards)	Parcels Only Hold For Pickup (HFPU): No. of Pieces 0	Mailer Provided Mailing Date 01/03/11	Federal Agency Cost Code	Statement Seq. No.	No. & type of Containers Sacks: 0 1 ft. Letter Trays: 1 2 ft. Letter Trays: 13 EMM Letter Trays: 0 Flat Trays: 0 Pallets: 0 Other: 1	
	Type of Postage Permit Imprint	Weight of a Single Piece Nonidentical		Total Pieces 1,993				
	Permit # 1590	For Mail Enclosed Within Another Class <input type="checkbox"/> Standard Mail <input type="checkbox"/> Bound Printed Matter <input type="checkbox"/> Library Mail <input type="checkbox"/> Media Mail <input type="checkbox"/> Parcel Post			Total Weight 142.8362 lbs.			
	For Automation Rate Pieces, Enter Date of Address Matching and Coding 01/03/11		Move Update Method: Ancillary Service Endorsement					

Postage	Letter-size mailpieces contain: <input type="checkbox"/> Reply card or reply envelope <input type="checkbox"/> Only contents that are not required to be mailed FCM <input type="checkbox"/> DVD/CD or other disk Complete if the mailing includes pieces bearing metered or precanceled stamps. Rate at Which Postage Affixed (Check one) <input type="checkbox"/> Correct <input type="checkbox"/> Lowest <input type="checkbox"/> Neither	Parts Completed A, B	
			Total Postage (Add parts totals) \$937.76
			Postage Affixed \$0.00
			Net Postage Due (Subtract postage affixed from total postage) \$937.76
			Total USPS Adjusted Postage \$937.76

Certification	The mailer certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent certifies that he or she is authorized on behalf of the mailer then that mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.
	Privacy Notice: For information regarding our Privacy Policy visit www.usps.com

Part A

Automation Prices

Letters

		Price	No. of Pieces	Total Postage
A5	5-Digit		1,616	\$740.9850
A7	AADC		3	\$1.3300
A8	Mixed AADC		275	\$136.9250

Part A Total

Part B

Nonautomation Prices

Letters

		Price	No. of Pieces	Total Postage
B4	Single-Piece		99	\$58.5200

Part B Total

Postage Statement -- First-Class Mail

Transaction Number: 201100420250138 M0	CAPS Transaction Number:	Postage Statement Number: 103253647
---	--------------------------	--

Mailing Group	Mailing Group ID 90093523	Mailing Job Number	Open Date 01-04-2011
	Preparer 1590-PI-CRITICAL DOCUMENT DELIVERY	Origin PSW - USPS Entered	Close Date 01-04-2011
	Job Description		

Mailer	Permit Holder's Name and Address and Email Address, If Any CRITICAL DOCUMENT DELIVERY 188 INTERNATIONALE BLVD GLENDALE HEIGHTS, IL 60139 Contact Name: MARK OLEN (630)384-0900	Name and Address of Mailing Agent <i>(If other than permit holder)</i> CRITICAL DOCUMENT DELIVERY 188 INTERNATIONALE BLVD GLENDALE HEIGHTS, IL 60139 Contact Name: MARK OLEN (630)384-0900	Name and Address of Individual or Organization for Which Mailing is Prepared <i>(If other than permit holder)</i>

Mailing	Post Office of Mailing CAROL STREAM IL 60199-9653	Processing Category Letters (may include Cards)	Parcels Only Hold For Pickup (HFPU): No. of Pieces 0	Mailer Provided Mailing Date 01/04/11	Federal Agency Cost Code	Statement Seq. No.	No. & type of Containers Sacks: 0 1 ft. Letter Trays: 2 2 ft. Letter Trays: 27 EMM Letter Trays: 0 Flat Trays: 0 Pallets: 1 Other: 0
	Type of Postage Permit Imprint	Weight of a Single Piece Nonidentical		Total Pieces 4,285			
	Permit # 1590	For Mail Enclosed Within Another Class <input type="checkbox"/> Standard Mail <input type="checkbox"/> Bound Printed Matter <input type="checkbox"/> Library Mail <input type="checkbox"/> Media Mail <input type="checkbox"/> Parcel Post			Total Weight 307.0215 lbs.		
	For Automation Rate Pieces, Enter Date of Address Matching and Coding 01/04/11		Move Update Method: Ancillary Service Endorsement				

Postage	Letter-size mailpieces contain: <input type="checkbox"/> Reply card or reply envelope <input type="checkbox"/> Only contents that are not required to be mailed FCM <input type="checkbox"/> DVD/CD or other disk <small>Complete if the mailing includes pieces bearing metered or precanceled stamps.</small>	Parts Completed A, B		
	Rate at Which Postage Affixed (Check one) <input type="checkbox"/> Correct <input type="checkbox"/> Lowest <input type="checkbox"/> Neither	Total Postage (Add parts totals) \$1,979.26		
	_____ pcs. x \$ _____ = Postage Affixed	\$0.00		
	Net Postage Due (Subtract postage affixed from total postage)		\$1,979.26	
	For USPS Use Only: Additional Postage Payment (State reason)		Total USPS Adjusted Postage \$1,979.26	

Certification	The mailer certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent certifies that he or she is authorized on behalf of the mailer then that mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.
	Privacy Notice: For information regarding our Privacy Policy visit www.usps.com

Part A

Automation Prices

Letters

		Price	No. of Pieces	Total Postage
A5	5-Digit		3,977	\$1,825.4200
A7	AADC		2	\$0.8450
A8	Mixed AADC		221	\$104.5470

Part A Total \$1,930.81

Part B

Nonautomation Prices

Letters

		Price	No. of Pieces	Total Postage
B4	Single-Piece		85	\$48.4500

Part B Total \$48.45

EXHIBIT

B

LITCHFIELD PARK SERVICE COMPANY

NEW RATES

Effective December 1, 2010 – May 31, 2011

Docket No. SW-01428A-09-0103 *et al.*

On March 9, 2009, Litchfield Park Service Company (“LPSCO”) filed a rate application with the Arizona Corporation Commission (“Commission”). LPSCO requested a rate increase that would produce a just and reasonable rate of return on the fair value of LPSCO’s utility plant and property. The proposed rates were thoroughly audited by Commission Staff, and a public comment session and evidentiary hearings were held. The Commission issued Decision No. 72026 (“Decision”) on December 10, 2010, authorizing overall revenue increases of 63.8 percent for LPSCO’s water division and 42.4 percent for LPSCO’s wastewater division.

The Decision includes a phase-in of rates that allows collection of 50 percent (PHASE 1) of the authorized revenues for the first six months; an additional 25 percent (PHASE 2) for the second six months; and in (PHASE 3) the full rates will be in effect one year after the effective date of the Decision (December 1, 2010).

For example, a residential customer with a ¾-inch meter and average usage of 9,537 gallons per month in PHASE 1 will experience an increase of \$2.24 (from the current rate of \$18.64 to \$20.88), in PHASE 2, an additional increase of \$2.74 (from the Phase I rate of \$20.88 to \$23.62), and in PHASE 3, an additional increase of \$2.67 (from the Phase 2 rate of \$23.62 to \$26.29).

A residential customer with a 1-inch meter and average usage of 14,556 gallons per month in PHASE 1 will experience an increase of \$5.20 (from the current rate of \$31.56 to \$36.77), in PHASE 2, an additional increase of \$4.76 (from the Phase 1 rate of \$36.77 to \$41.53), and in PHASE 3, an additional increase of \$4.67 (from the Phase 2 rate of \$41.53 to \$46.20).

Wastewater customers will experience an increase of \$5.85 in PHASE 1 (from the current rate of \$27.20 to \$33.05), in PHASE 2, an additional increase of \$2.97 (from the Phase 1 rate of \$33.05 to \$36.02), and in PHASE 3, an additional increase of \$2.97 (from the Phase 2 rate of \$36.02 to \$38.99). The rate schedule is set forth herein.

Billing Adjustments:

Total monthly water and wastewater and miscellaneous charges are subject to adjustment for all federal, state, and local government taxes, levies, and any assessments that may be imposed by federal or state regulatory agencies on water and/or wastewater gross revenues.

**If you have any questions regarding this Notice, please contact
Liberty Water (Litchfield Park Service Company) at 623-935-9367.**

LITCHFIELD PARK SERVICE COMPANY

WATER DIVISION

Phase 1 rates effective December 1, 2010 – May 31, 2011

MONTHLY USAGE CHARGE

<u>METER SIZE</u>	<u>50 PERCENT PHASE IN (PHASE 1)</u>	<u>75 PERCENT PHASE IN (PHASE 2)</u>	<u>100 PERCENT PHASE IN (PHASE 3)</u>
5/8 x 3/4" Meter – All Classes	\$ 8.19	\$ 9.20	\$ 10.20
3/4" Meter – All Classes	8.19	9.20	10.20
1" Meter – Residential	18.43	20.69	22.95
1" Meter – All Classes	20.48	22.99	25.50
1 1/2" Meter – All Classes	40.95	45.98	51.00
2" Meter – All Classes	65.53	73.56	81.60
3" Meter – All Classes	131.05	147.13	163.20
4" Meter – All Classes	204.77	229.88	255.00
6" Meter – All Classes	409.54	459.77	510.00
8" Meter – Bulk Resale only	501.00	501.00	501.00
8" Meter – All Classes	675.74	758.62	841.50
10" Meter – All Classes	941.93	1,057.47	1,173.00
12" Meter – All Classes but irrigation	1,761.01	1,977.00	2,193.00
12" Meter – Irrigation	1,761.01	1,977.00	2,193.00

COMMODITY RATES

<u>METER SIZE</u>	<u>50 PERCENT PHASE IN (PHASE 1)</u>	<u>75 PERCENT PHASE IN (PHASE 2)</u>	<u>100 PERCENT PHASE IN (PHASE 3)</u>
5/8 x 3/4" Meter (Residential)			
0 to 3,000 Gallons	\$0.80	\$0.90	\$1.00
3,001 to 9,000 Gallons	1.50	1.71	1.91
Over 9,000 Gallons	2.40	2.71	3.03
3/4" Meter (Residential)			
0 to 3,000 Gallons	\$0.80	\$0.90	\$1.00
3,001 to 9,000 Gallons	1.50	1.71	1.91
Over 9,000 Gallons	2.40	2.71	3.03
1" Meter (Residential)			
0 to 5,000 Gallons	\$0.80	\$0.90	\$1.00
5,001 to 20,000 Gallons	1.50	1.71	1.91
Over 20,000 Gallons	2.40	2.71	3.03
5/8 x 3/4" Meter and 3/4" Meter (Commercial, Industrial, Irrigation)			
0 to 9,000 Gallons	\$1.50	\$1.71	\$1.91
Over 9,000 Gallons	2.40	2.71	3.03
1" Meter (Commercial, Industrial, Irrigation)			
0 to 20,000 Gallons	\$1.50	\$1.71	\$1.91
Over 20,000 Gallons	2.40	2.71	3.03
1 1/2" Meter (Residential, Commercial, Industrial, Irrigation)			
0 to 40,000 Gallons	\$1.50	\$1.71	\$1.91
Over 40,000 Gallons	2.40	2.71	3.03
2" Meter (Residential, Commercial, Industrial, Irrigation)			
0 to 60,000 Gallons	\$1.50	\$1.71	\$1.91
Over 60,000 Gallons	2.40	2.71	3.03
3" Meter (Residential, Commercial, Industrial, Irrigation)			
0 to 120,000 Gallons	\$1.50	\$1.71	\$1.91
Over 120,000 Gallons	2.40	2.71	3.03
4" Meter (Residential, Commercial, Industrial, Irrigation)			
0 to 180,000 Gallons	\$1.50	\$1.71	\$1.91
Over 180,000 Gallons	2.40	2.71	3.03
6" Meter (Residential, Commercial, Industrial, Irrigation)			
0 to 360,000 Gallons	\$1.50	\$1.71	\$1.91
Over 360,000 Gallons	2.40	2.71	3.03
8" Meter (Residential, Commercial, Industrial, Irrigation)			
0 to 650,000 Gallons	\$1.50	\$1.71	\$1.91
Over 650,000 Gallons	2.40	2.71	3.03
8" Meter (Bulk resale only)			
All Gallons	\$1.50	\$1.50	\$1.50
10" Meter (Residential, Commercial, Industrial, Irrigation)			
0 to 940,000 Gallons	\$1.50	\$1.71	\$1.91
Over 940,000 Gallons	2.40	2.71	3.03
12" Meter (Residential, Commercial, Industrial, Irrigation)			
0 to 1,200,000 Gallons	\$1.50	\$1.71	\$1.91
Over 1,200,000 Gallons	2.40	2.71	3.03
Construction Water – All Gallons	\$2.40	\$2.71	\$3.03

LITCHFIELD PARK SERVICE COMPANY

WATER DIVISION

*Rates effective December 1, 2010 *

SERVICE LINE AND METER INSTALLATION CHARGES

METER SIZE	CHARGE		
	Line	Meter	Total
5/8" x 3/4" Meter	\$ 385	\$ 135	\$ 520
3/4" Meter	385	215	600
1" Meter	435	255	690
1 1/2" Meter	470	465	935
2" Turbine Meter	630	965	1,595
2" Compound Meter	630	1,690	2,320
3" Turbine Meter	805	1,470	2,275
3" Compound Meter	845	2,265	3,110
4" Turbine Meter	1,170	2,350	3,520
4" Compound Meter	1,230	3,245	4,475
6" Turbine Meter	1,730	4,545	6,275
6" Compound Meter	1,770	6,280	8,050
8" Meter & Larger	At Cost	At Cost	At Cost

SERVICE CHARGES

SERVICE	CHARGE
Establishment (a)	\$20.00
Establishment (After Hours) (a)	40.00
Re-Establishment of Service (a)	(b)
Reconnection (Regular Hours) (a)	\$50.00
Reconnection (After Hours) (a)	65.00
Meter Test (if correct) (c)	25.00
Meter Re-Read (if correct)	5.00
NSF Check	25.00
Deferred Payment, Per Month	1.50%
Late Charge	(d)
Service Calls – Per Hour/After Hours (e)	\$40.00
Deposit Requirement	(f)
Deposit Interest	3.50%
* Hydrant Meter Deposit	
5/8" x 3/4" Meter	\$ 135.00
3/4" Meter	215.00
1" Meter	255.00
1 1/2" Meter	465.00
2" Turbine Meter	965.00
2" Compound Meter	1,690.00
3" Turbine Meter	1,470.00
3" Compound Meter	2,265.00
4" Turbine Meter	2,350.00
4" Compound Meter	3,245.00
6" Turbine Meter	4,545.00
6" Compound Meter	6,280.00
8" Meter & Larger	At Cost
(a) Service charges for customers taking both water and sewer services are not duplicative.	
(b) Minimum charge times number of months disconnected.	
(c) \$25 plus cost of test.	
(d) Greater of \$5 or 1.5% of unpaid balance.	
(e) No charge for service calls during normal working hours.	
(f) Per Rule R14-2-403(B):	
<u>Residential</u> – two times the average bill;	
<u>Commercial</u> – two and one-half times the average bill.	
* Shall have a non-interest bearing deposit of the amount indicated, refundable in its entirety upon return of the meter in good condition and payment of final bill.	

LITCHFIELD PARK SERVICE COMPANY

WASTEWATER DIVISION

Phase 1 rates effective December 1, 2010 – May 31, 2011

MONTHLY USAGE CHARGE

<u>CUSTOMER CLASS</u>	<u>50 PERCENT PHASE IN (PHASE 1)</u>	<u>75 PERCENT PHASE IN (PHASE 2)</u>	<u>100 PERCENT PHASE IN (PHASE 3)</u>
Residential – Per Unit / Month	\$ 33.05	\$ 36.02	\$ 38.99
Multiple Unit Service – Per Unit / Month	30.68	33.44	36.19
Small Commercial (1)	55.90	60.91	65.93
Regular Domestic (2)	31.29	34.10	36.91
Restaurants, Motels, Grocery, DC	31.29	34.10	36.91
Wigwam Resort / Room	30.68	33.44	36.19
Wigwam Resort / Main	1,215.20	1,324.20	1,433.30
Elementary School	826.34	900.46	974.64
Middle & High School	972.16	1,059.36	1,146.64
Community College	1,506.85	1,642.01	1,777.29
Effluent Sales (3)	Market	Market	Market

(1) Small commercial is a wastewater commercial customer that averages a maximum of 10,000 gallons of water usage per month.
 (2) Regular Domestic is a wastewater commercial customer that averages a minimum of 10,000 gallons of water usage per month.
 (3) Market Rate – Maximum effluent rate shall not exceed \$430 per acre foot based on a potable water rate of \$1.32 per thousand gallons and shall not be less than \$0.17 per thousand gallons.

COMMODITY CHARGE (per 1,000 gallons of water)

<u>CUSTOMER CLASS</u>	<u>50 PERCENT PHASE IN (PHASE 1)</u>	<u>75 PERCENT PHASE IN (PHASE 2)</u>	<u>100 PERCENT PHASE IN (PHASE 3)</u>
Regular Domestic	\$2.73	\$2.98	\$3.22
Restaurants, Motels, Grocery, DC	3.65	3.97	4.30

SERVICE CHARGES *Rates effective December 1, 2010*

<u>SERVICE</u>	<u>CHARGE</u>
Establishment (a)	\$20.00
Establishment (After Hours) (a)	40.00
Re-Establishment of Service (a)	(b)
Reconnection (Regular Hours)(a)	\$50.00
Reconnection (After Hours) (a)	65.00
NSF Check	25.00
Deferred Payment, Per Month	1.50%
Late Charge	(c)
Service Calls – Per Hour/After Hours (d)	\$40.00
Deposit Requirement	(e)
Deposit Interest	3.50%
Service Lateral Connection Charge – All Sizes	(f)
Main Extension Tariff	(g)

(a) Service charges for customers taking both water and sewer services are not duplicative.
 (b) Minimum charge times number of months disconnected.
 (c) Greater of \$5 or 1.5% of unpaid balance.
 (d) No charge for service calls during normal working hours.
 (e) Per Rule R14-2-603(B):
 Residential – two times the average bill
 Non-residential – two and one-half times the average bill.
 (f) At Cost. Customer/Developer shall install or cause to be installed all Service Laterals as a non-refundable contribution-in-aid of construction.
 (g) All Main Extensions shall be completed at cost and shall be treated as non-refundable contribution-in-aid of construction.

LITCHFIELD PARK SERVICE COMPANY
WATER DIVISION & WASTEWATER DIVISION

**ALTERNATIVE RATES FOR WATER AND WASTEWATER
LOW INCOME TARIFF**

In the Decision the Commission approved an Alternative Rates for Water and Wastewater ("ARWW") Tariff ("Low Income Tariff"), which is designed to provide relief to LPSCO's lower income ratepayers. The Low Income Tariff applies to residential, single family accommodations and provides for a 15 percent discount applied to the regular tariffed rate for those customers who meet the program qualifications. Qualifying annual incomes are set at 150 percent of the 2009 federal poverty levels as follows:

<u>No. of Person in Household</u>	<u>Total Gross Annual Income</u>
1	\$16,245
2	21,855
3	27,465
4	33,075
5	38,685
6	44,295

For each additional person residing in the household, add \$5,610

Customers eligible for the ARWW program must complete an Application and Declaration form, and supply proof of income. Customers enrolled in the ARWW program are required to reapply every two (2) years, or sooner, if requested, and annually recertify by submitting a declaration attesting to continuing eligibility. The ARWW program is limited to 5,000 water division customers and 5,000 wastewater division customers. A waiting list will be available in the event the participation cap is met.

For more information, or to obtain a copy of the ARWW program forms, please contact Liberty Water (Litchfield Park Service Company) at 12725 W. Indian School Road, Suite D-101, Avondale, Arizona 85392 or 623-935-9367.