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AZ CORP COMMISSION
DOCKET CONTROL

Arizona Corporation Commission
DOCKETED

FEB 25 2010

DOCKETED BY [Signature]

BEFORE THE ARIZONA CORPORATION COMMISSION

8 IN THE MATTER OF THE APPLICATION
 9 OF CHAPARRAL CITY WATER
 10 COMPANY, INC., AN ARIZONA
 11 CORPORATION, FOR A
 12 DETERMINATION OF THE FAIR VALUE
 13 OF ITS UTILITY PLANT AND
 14 PROPERTY AND FOR INCREASES IN
 15 ITS RATES AND CHARGES FOR
 16 UTILITY SERVICE BASED THEREON.

DOCKET NO: W-02113A-07-0551

**NOTICE OF FILING REVISED
TARIFF**

17 Chaparral City Water Company ("Company") hereby files its revised general
 18 service tariff governing its provision of water utility service within its certificated service
 19 territory. This revised tariff does not modify any rate or charge for service or otherwise
 20 contain any substantive changes from the tariffs previously filed by the Company in this
 21 docket. Instead, this revised tariff corrects certain typographical errors recently noted by
 22 the Utilities Division and makes certain internal organization changes to improve the
 23 document's readability. The temporary surcharge authorized by Decision No. 71424
 24 (Dec. 8, 2008), which became effective for service provided on and after January 15,
 25 2010, has been incorporated into this tariff (see sheet 3.1).

26 The Company has declined to make certain changes suggested by the Utilities
 Division. First, the Utilities Division suggested that the Company's Cross-Connection
 Control and Backflow Prevention Tariff (see sheet 12.0) be extensively rewritten. That
 tariff was submitted to and approved by the Commission in Decision No. 68176 (Sept. 20,

1 2005), and has been in effect since October 1, 2005. It was not discussed by any of the
2 parties or considered by the Commission in the Company's most recent rate case, Docket
3 No. W-02113A-07-0551. See Decision No. 71308 (Oct. 21, 2009). Consequently, the
4 Company lacks authority to modify the terms and condition of its Cross-Connection
5 Control and Backflow Prevention Tariff. The Company intends to file a new rate case
6 later this year, based on a 2009 test year.¹ This will provide the Utilities Division with an
7 opportunity to suggest changes to this tariff, if necessary.

8 Second, the Utilities Division suggested that the Company delete from its tariff the
9 charge for the installation of service lines for the establishment of private fire service (see
10 sheet 6.0). The charges in the current tariff filed on November 2, 2009, pursuant to
11 A.R.S. § 40-365, are:

12 2" Meter and Valve	Cost
13 4" Meter and Valve	Cost
14 6" Meter and Valve	Cost
15 8" Meter and Valve	Cost

16 Notably, these charges are identical to charges in the Company's previous tariffs and have
17 been in effect for many years. See, e.g., Notice of Filing Tariff, Docket No. W-02113A-
18 04-0616 (Sept. 30, 2005) (sheet 6.0). The Company did not ask for authority to modify
19 these charges in its recent rate case, nor did it do so in the rate case it completed in 2005.
20 Moreover, none of the parties to these rate cases suggested that these charges were
21 inappropriate or contended that they should be modified.

22 The Utilities Division apparently maintains that if a particular provision in a
23 utility's tariff is not specifically addressed and approved in each rate case that the utility
24 files, then it lacks authority to continue to enforce that provision. However, utilities

25 ¹ It is Chaparral City's policy to file a general case every three years to maintain earnings and avoid large
26 rate increases. The test year in its most recent rate case was 2006, while the test year in its prior rate case,
in which the Cross-Connection Control and Backflow Prevention Tariff was approved, was 2003.

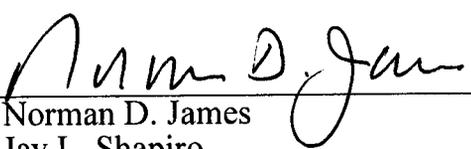
1 routinely propose to modify only certain aspects of their tariffs, while retaining the
2 balance without change. For example, in the Company's recently completed rate case, the
3 Company did not propose any changes to either its Cross-Connection Control and
4 Backflow Prevention Tariff or its Water Service Curtailment Tariff. Both of tariffs were
5 approved by the Commission in a prior rate case. See Decision No. 68176 (Sept. 20,
6 2005) at page 35. Further, neither the Utilities Division nor any intervenor proposed that
7 these tariffs be modified. Consequently, they were not discussed in Decision No. 71308
8 (Oct. 21, 2009). Applying the Utilities Division's logic, however, these tariffs are no
9 longer valid. Obviously, this makes little sense.

10 Consequently, the Company has continued to include the charges for the
11 installation of service lines for private fire lines in its tariff. These charges have no effect
12 on the Company's revenue and have been included in the Company's general service
13 tariff for many years, without objection.

14 RESPECTFULLY SUBMITTED this 25th day of February, 2010.

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FENNEMORE CRAIG, P.C.

By 
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Company

1 **ORIGINAL** and thirteen (13) copies
2 of the foregoing were filed
3 this 25 day of , February, 2010, to:

3 Docket Control
4 Arizona Corporation Commission
5 1200 W. Washington St.
6 Phoenix, AZ 85007

6 **COPY** of the foregoing was hand delivered
7 this 25 day of February, 2010, to:

7 Teena Wolfe, Administrative Law Judge
8 Hearing Division
9 Arizona Corporation Commission
10 1200 W. Washington St.
11 Phoenix, AZ 85007

11 Robin Mitchell, Esq.
12 Legal Division
13 Arizona Corporation Commission
14 1200 W. Washington Street
15 Phoenix, AZ 85007

14 Brian Bozzo, Compliance
15 Utilities Division
16 Arizona Corporation Commission
17 1200 W. Washington Street
18 Phoenix, AZ 85007

17 **COPY** of the foregoing mailed
18 this 25 day of February, 2010, to:

19 Daniel W. Pozefsky, Esq.
20 Residential Utility Consumer Office
21 1110 W. Washington Street, Suite 200
22 Phoenix, AZ 85007

22 Craig A. Marks, Esq.
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26 Attorney for Pacific Life

25
26 By 

		Revised	SHEET NO.	i
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

TABLE OF CONTENTS

SHEET NO.

PART ONE – STATEMENT OF CHARGES 1.0

I. RATES 1.0

 A. General Residential, Commercial and Industrial Service 1.0

 B. Irrigation Service 2.0

 C. Fire Sprinkler Service 3.0

 D. Standpipe Water Service..... 3.0

 E. Temporary Surcharge To Recover Revenue Shortfall3.1

II. TAXES AND ASSESSMENTS 4.0

III. ADDITIONAL CHARGES..... 5.0

 A. Establishment of Service 5.0

 B. Establishment (After Hours)..... 5.0

 C. Re-establishment of Service (Same Customer) 5.0

 D. Reconnection of Service (Delinquent)..... 5.0

 E. Reconnection (Delinquent / After-Hours)..... 5.0

 F. Water Meter Test..... 5.0

 G. Water Meter Relocation at Customer Request 5.0

 H. Meter Re-read 5.0

 I. NSF Check 5.0

 J. Late Charge 5.0

 K. Deferred Payment Finance Charge 5.0

 L. Service Call – After Hours..... 5.0

 M. Deposit Requirements (Residential) 6.0

 N. Deposit Requirements (Non-Residential)..... 6.0

 O. Deposit Interest..... 6.0

 P. Service Line and Meter Charges 6.0

 Q. Main Extensions 6.0

IV. PERMITTED COSTS 8.0

ISSUED:			EFFECTIVE:	
	Month Day Year			Month Day Year
	Feb. 24, 2010	ISSUED BY: Paul T. Schubert, General Manager 12021 North Panorama Drive Fountain Hills, Arizona 85268		Dec. 11, 2009
		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	i.i
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

TABLE OF CONTENTS

SHEET NO.

PART TWO – STATEMENT OF TERMS AND CONDITIONS		9.0
I. FIRE HYDRANT AND INTERIOR FIRE SPRINKLER SERVICE.....		9.0
A. Facility Specifications		9.0
B. Construction Specifications; Ownership of Facilities; Relocation.....		10.0
C. Interruptible Service; Company’s Liability Limitations		11.0
II. CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION		12.0
III. WATER SERVICE CURTAILMENT.....		13.0
PART THREE – ALTERNATIVE RATES FOR DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION.....		15.0
PART FOUR – OFF-SITE FACILITIES HOOK-UP FEE.....		16.0

ISSUED:		EFFECTIVE:	
	Month Day Year		Month Day Year
	Feb. 24, 2010	ISSUED BY: Paul T. Schubert, General Manager 12021 North Panorama Drive Fountain Hills, Arizona 85268	Dec. 11, 2009
		Decision No. 71308, as corrected by Decision No. 71424	

		Revised	SHEET NO.	1.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART ONE, SECTION I (Cont.)

2. Commodity Charge:

Commodity Rates Per 1,000 Gallons

¾" Meter (Residential)

0 to 3,000 Gallons	\$2.25
3,001 to 9,000 Gallons	2.90
Over 9,000 Gallons	3.55

¾" Meter (Commercial and Industrial)

0 to 9,000 Gallons	\$2.90
Over 9,000 Gallons	3.55

1" Meter (Residential, Commercial and Industrial)

From 0 to 24,000 Gallons	\$2.90
Over 24,000 Gallons	3.55

1 ½" Meter (Residential, Commercial and Industrial)

0 to 60,000 Gallons	\$2.90
Over 60,000 Gallons	3.55

2" Meter (Residential, Commercial and Industrial)

From 0 to 100,000 Gallons	\$2.90
Over 100,000 Gallons	3.55

3" Meter (Residential, Commercial and Industrial)

From 0 to 225,000 Gallons	\$2.90
Over 225,000 Gallons	3.55

4" Meter (Residential, Commercial and Industrial)

From 0 to 350,000 Gallons	\$2.90
Over 350,000 Gallons	3.55

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	12021 North Panorama Drive Fountain Hills, Arizona 85268		
	Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	1.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART ONE, SECTION I (Cont.)

6" Meter (Residential, Commercial and Industrial)		
From 0 to 725,000 Gallons		\$2.90
Over 725,000 Gallons		3.55
8" Meter (Residential, Commercial and Industrial)		
From 0 to 1,125,000 Gallons		\$2.90
Over 1,125,000 Gallons		3.55
10" Meter (Residential, Commercial and Industrial)		
From 0 to 1,500,000 Gallons		\$2.90
Over 1,500,000 Gallons		3.55
12" Meter (Residential, Commercial and Industrial)		
From 0 to 2,250,000 Gallons		\$2.90
Over 2,250,000 Gallons		3.55

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		12021 North Panorama Drive Fountain Hills, Arizona 85268		
		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	2.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART ONE, SECTION I (Cont.)

B. IRRIGATION SERVICE - Commodity Charge

(Commodity Rates per 1,000 gallons)

Irrigation and Construction/Bulk (All Meters)
 All Gallons \$2.90

Fire Hydrant Irrigation/Construction (All Meters)
 All Gallons \$2.90

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	Month Day Year			Month Day Year
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		12021 North Panorama Drive Fountain Hills, Arizona 85268		
		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	3.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART ONE, SECTION I (Cont.)

C. FIRE SPRINKLER CHARGES

1. Monthly Service Charge:

<u>Meter Size</u>	<u>Minimum Charge</u>
Inches	Per Month
4" or smaller	\$10.00
6"	\$10.00
8"	\$10.00
10" or larger	\$10.00

2. Commodity Charge:

Fire Sprinklers – All Gallons \$2.90

D. STANDPIPE WATER SERVICE (Fire Hydrants)

Commodity Charge per 1,000 gallons

1. 2" Meter¹ - all gallons \$2.90

¹ Standpipe water service is contemplated to be provided through only 2" meters owned by the Chaparral City Water Company. In the event a customer needs larger or smaller metered service, an appropriate taroff for that service will be filed with the Arizona Corporation Commission.

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	12021 North Panorama Drive Fountain Hills, Arizona 85268		
	Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	3.1
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART ONE, SECTION I (Cont.)

E. TEMPORARY SURCHARGE TO RECOVER REVENUE SHORTFALL

In Decision No. 71424 (docketed Dec. 8, 2008), the Arizona Corporation Commission (“Commission”) ordered Chaparral City Water Company (“Company”) to assess a temporary surcharge, for a period of six months, on all customers paying commodity rates, to collect the difference in revenue between what would have been collected to date if the corrected commodity rates approved in such decision had been charged for service effective October 15, 2009, and the revenues actually collected to date under the erroneous rates approved in Decision No. 71308 (docketed Oct. 21, 2009).

1. Surcharge Amount

In accordance with Decision No. 71424, the Company will collect an additional charge of \$0.0445 per thousand gallons for all water use on and after January 15, 2010 through July 15, 2010. Such charge shall be in addition to any other applicable rates and charges for service.

2. Applicability of Surcharge

The surcharge applies to all water use regardless of meter size and class of service, including water use by residential, commercial, industrial, irrigation and standpipe service customers.

3. Effective Dates of Surcharge

This surcharge applies to all water use on and after January 15, 2010, and continues through July 15, 2010 – a period of six months.

ISSUED:			EFFECTIVE:	
	Month Day Year			Month Day Year
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		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	4.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART ONE, SECTION II

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 and other taxes and assessments as may apply now or in the future, per Rule A.A.C. R14-2-409.D.5.

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		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	5.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART ONE, SECTION III

III. ADDITIONAL CHARGES

In addition to all other rates and charges authorized herein, the Company shall collect the following when applicable:

- | | | |
|----|-------------------------------------------------------------------------------------------------------|------------------------|
| A. | Establishment of Service per A.A.C. R14-2-403.D | \$25.00 |
| B. | Establishment (after hours) | \$35.00 |
| C. | Re-establishment of Service per A.A.C. R14-2-403.D
(same customer, same location within 12 months) | * ² |
| D. | Reconnection of Service (delinquent) | \$35.00 |
| E. | Reconnection of Service (delinquent / after-hours) | \$50.00 |
| F. | Water Meter Test (if correct) | \$35.00 |
| G. | Water meter relocation at customer request
(per A.A.C. R14-2-405.B) | Cost ³ |
| H. | Meter Re-read (if correct) | \$25.00 |
| I. | NSF Check | \$25.00 |
| J. | Late Fee Charge (per month) | 1.50% |
| K. | Deferred Payment Finance Charge (per month) | 1.50% |
| L. | Service Call – After Hours
(per A.A.C. R14-2-403.D) | refer to charges above |

² Monthly minimum charge multiplied by the number of months disconnected from the water system

³ See Sheet No. 8.0.

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	Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	6.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART ONE, SECTION III (Cont.)

- M. Deposit Requirements (Residential) **4
- N. Deposit Requirements (Non-Residential) **4
- O. Deposit Interest (per A.A.C. R14-2-403.B) 6% per annum
- P. Service Line and Meter Charges
Refundable per A.A.C. R14-2-405.B:

	<u>Service Line Charge</u>	<u>Meter Charge</u>	<u>Total Charge</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" or Larger	At Cost	At Cost	At Cost

Fire Sprinkler:

2" Meter and Valve	Cost
4" Meter and Valve	Cost
6" Meter and Valve	Cost
8" Meter and Valve	Cost

- Q. Main Extensions (per R14-2-406) Cost

⁴ For residential service – two times the average monthly bill. For non-residential service – two and one-half times the estimated maximum bill.

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	Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	8.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART ONE, SECTION IV

V. PERMITTED COSTS

- A. Costs shall be verified by invoice.
- B. For services that are provided by the Company at cost, cost 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 even that the actual costs 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, time sheets 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 of after the Company's receipt of invoices, time sheets 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, time sheets or related documents that support the cost for providing such service.
- F. Permitted costs shall include all State or Federal income 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.

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		Revised	SHEET NO.	9.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART TWO

STATEMENT OF TERMS AND CONDITIONS

The Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.C.R.R. R14-2-401 through A.C.R.R. R14-2-411 will be control the Company's procedures and policies, unless this tariff or a specific Commission order provides otherwise.

I. FIRE HYDRANT AND INTERIOR FIRE SPRINKLER SERVICE

The Company will provide Fire Protection Service under the following conditions:

A. Facility Specifications

The size, location, number, and technical specifications of facilities used to provide Fire Protection Service shall be prescribed by the Fire Protection Service Customer, developer, or any authorized agency having jurisdiction over those facilities, so long as:

1. Those facilities do not adversely affect the Company's ability to provide other service, and
2. The maximum diameter of the fire protection service connection is not larger than the diameter of the main to which the service is connected, and
3. In the case of a fire hydrant, that the facilities are located in the public right-of-way, and
4. In the case of a fire sprinkler system, that the sprinkler system is separate from the other service facilities, unless the Company has specifically approved an integrated system and Company-approved check valves are installed.

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		Revised	SHEET NO.	10.0
<u>Chaparral City Water Company</u>				
(Name of Company)	<u>ALL SERVICE AREAS</u>			
W-02113A-07-0551				

PART TWO, SECTION I (Cont.)

B. Construction Specifications; Ownership of Facilities; Relocation

Fire hydrants, and all valves, pipes, fittings and appurtenances related to the hydrant shall be installed to the Company's construction specifications under non-refundable Contributions in Aid of Construction, paid by the Developer or Fire Protection Service Customer, and shall become the property of the Company.

Fire sprinkler systems up to a mutually-agreed upon point of interconnection shall be installed to the Company's construction specifications under non-refundable Contributions in Aid of Construction, paid by the Developer or Fire Protection Service Customer, and shall become the property of the Company. The installation, maintenance and operation of fire sprinkler systems within the Customer's facility, and beyond the point of interconnection, shall be the responsibility of the Customer.

Relocation costs of any Company-owned fire protection facilities shall be paid by the Customer or the party requesting relocation. Relocation costs include costs incurred due to moving facilities to accommodate reconstruction, widening, realignment, or grade changes to alleys, streets, roads, or highways.

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		Revised	SHEET NO.	11.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART TWO, SECTION I (Cont.)

C. Interruptible Service; Company's Liability Limitations

The Company will exercise reasonable diligence to provide continuous water service to fire hydrant and interior fire sprinkler service customers. Fire Protection Service is conditioned upon the express understanding that THE COMPANY DOES NOT GUARANTEE OR INSURE UNINTERRUPTED OR REGULAR WATER SERVICE, NOR DOES THE COMPANY REPRESENT THE PRESENCE OF ADEQUATE PRESSURE, VOLUME, OR FIRE FLOW AVAILABLE ANYWHERE ON ITS WATER SYSTEM BY OFFERING FIRE PROTECTION SERVICE AS SPECIFIED HEREIN.

Fire Protection Service is further conditioned on the Fire Protection Services Customer agreeing TO HOLD HARMLESS AND INDEMNIFY THE COMPANY from and against any and all liability, loss, damage or expense the Company may incur as a result of claims, demands, costs or judgment against the Company including, but not limited to, loss of or damage to property or injury or to death of persons, arising, directly or indirectly, out of the Company's providing of water service, or any activities or operations related thereto, or any breach by the Fire Protection Service Customer of the terms, covenants or conditions of this Tariff Schedule. The Company shall be entitled to recover its reasonable attorneys' fees should the Fire Protection Service Customer fail to comply with this provision. This provision applies to, and regardless of, any negligence or alleged negligence on the part of the Company, its employees, servants or agents.

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		Revised	SHEET NO.	12.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART TWO, SECTION II

II. CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION

PURPOSE:

The purpose of this tariff is to protect the water system and facilities of Chaparral City Water Company ("the Company") 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 Arizona Administrative Code ("A.A.C.") R-14-2-405.B.6 and A.A.C. R18-4-115. This tariff is applicable to all customers served by the Company who meet the requirements set forth below.

REQUIREMENTS:

In accordance with the rules and regulations of the Arizona Corporation Commission and the Arizona Department of Environmental Quality, including 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 install a backflow-prevention assembly whenever A.A.C. R18-4-115.B or .C applies.
2. A backflow-prevention assembly installed by the customer tariff must comply with the requirements set forth in A.C.C. R18-4-115.D and E, which rules are incorporated herein by this reference.
3. Subject to the provision of A.A.C. R14-2-407 and R14-2-410, and in accordance with paragraphs 1 and 7 of this tariff, the Company may terminate service or 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 have thirty (30) days in which to comply with this notice. If the customer can show good cause as to why she or he cannot install the device within thirty (30) days, the Company, in its discretion, may suspend this requirement for a reasonable period of time, which shall not exceed ninety (90) days.

ISSUED:			EFFECTIVE:	
	Month Day Year			Month Day Year
	Feb. 24, 2010	ISSUED BY: Paul T. Schubert, General Manager 12021 North Panorama Drive Fountain Hills, Arizona 85268		Dec. 11, 2009
		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	12.1
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART TWO, SECTION II (Cont.)

5. The testing of any backflow-prevention assembly and related equipment must comply with the requirements set forth in A.A.C. R18-4-115.F. The Company may require the customer to pay to have the backflow-prevention assembly tested as necessary to ensure that it is functioning properly. The Company may also require the customer to pay for any repairs to a backflow-prevention assembly.
6. The customer shall provide the Company with all records relating to the installation, testing and repair of each backflow-prevention assembly. For each backflow-prevention assembly, these records must include:
 - a. The assembly identification number and description (e.g., manufacturer and model number);
 - b. Its location;
 - c. The dates of all tests;
 - d. A description of repairs and recommendations for repairs made by tester; and
 - e. The tester's name, employer, address and certification number.
7. 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 any testing requirement, and a hazard as contemplated under A.A.C. R14-2-410.B.1.a. may exist, the Company may terminate service immediately and without notice. The backflow-prevention assembly must be repaired or replaced by the customer, at the customer's expense, and the assembly retested before service may be restored.
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 any testing requirement, and there is no possibility of a hazard as contemplated under A.A.C. R14-2-410.B1.a., 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. The customer's failure to remedy the deficiency or malfunction of the assembly, or failure to retest the assembly to ensure that it is properly functioning, shall be grounds for termination of water service in accordance with A.A.C. R14-2-410.

ISSUED:			EFFECTIVE:	
	Month Day Year			Month Day Year
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		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	13.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART TWO, SECTION III

III. WATER SERVICE CURTAILMENT

APPLICABILITY:

To all customers served by Chaparral City Water Company ("Company") where the Company determines that temporary water shortages might lead to water system outages, whether caused by drought, fire or other disaster, diminishing supplies, contamination, equipment failure, increased demands or other causes.

PURPOSE:

To implement procedures to cause all customers, regardless of customer class, to reduce water use by compliance with specified water conservation measures and other actions required to reduce each customer's normal water use.

NOTICE OF CURTAILMENT IMPLEMENTATION:

The Company will notify customers of the need to curtail water use, the stage of curtailment implemented, and the extent of curtailment required, by using one or more of the most appropriate methods listed below, as determined by the Company:

1. A notice published in a local newspaper of general circulation that serves the targeted area.
2. A bill insert or a notice on the customer's monthly bill.
3. Radio and television announcements in the targeted area.
4. Signs, leaflets, or other means of providing public notice as determined by the Company.

The Company will notify the customers when such curtailment is no longer needed.

CURTAILMENT STAGES:

Stage One:

Voluntary water use reduction by costumers of 25% or less, as specified by the Company, by adhering to the following practices:

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	Month Day Year			Month Day Year
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		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	13.1
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART TWO, SECTION III (Cont.)

1. No washing of streets, sidewalks, driveways, parking lots, service station aprons or other exterior features.
2. No washing of automobiles, trucks, trailers, trailer houses or any type of mobile equipment.
3. Exterior landscape watering not more frequently than once every 2 days.
4. Exterior landscape automatic watering timers reduced from their normal duration setting.
5. No filling of swimming or wading pools.
6. Restaurants to serve drinking water only upon request.
7. Hotels, motels and other temporary lodging facilities to notify their customers that towels and linens will be washed upon request only, and that their water use should be limited.
8. Use of water from fire hydrants only in case of fire.
9. Do not waste water. EXAMPLES: Do not let water run down streets and repair any leaking plumbing fittings.
10. Reduce other water uses such that the targeted reduction from the customer's historic water use is achieved.

Stage Two:

Voluntary water use reduction by customers of more than 25%, as specified by the Company, by adhering to the practices listed under Stage One and the following practices:

1. Exterior landscape watering not more frequently than once every 3 days.
2. Exterior landscape automatic watering timers further reduced from their normal duration setting.
3. Reduce other water uses such that the targeted reduction from the customer's historic water use is achieved.
4. No use of construction water services for dust control, soil compaction, or similar purposes, unless required by the Maricopa County Environmental Services Department, the Arizona Department of Environmental Quality, or other agency with jurisdiction over air quality.

Stage Three:

Mandatory water use reduction by customers to a level specified by the Company to meet health and safety requirements, by adhering to the practices listed under Stage One and Stage Two and the following practices:

ISSUED:			EFFECTIVE:	
	Month Day Year			Month Day Year
	Feb. 24, 2010	ISSUED BY: Paul T. Schubert, General Manager		Dec. 11, 2009
		12021 North Panorama Drive Fountain Hills, Arizona 85268		
		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	13.2
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART TWO, SECTION III (Cont.)

1. Exterior landscape watering not more frequently than once every 4 days.
2. Exterior landscape automotive watering timers reduced from their normal duration setting.
3. Reduce other water uses such that the targeted water use reduction is achieved.
4. No use of construction water services.
5. Have on hand a minimum of a 3-day emergency supply of drinking water.

Stage Four:

Mandatory water use reductions by customers, when Stage Three conditions are expected to last longer than two months, by adhering to the practices listed under Stage One through Stage Three, together with the Targeted Water use Reduction Levels set forth below.

EXEMPTIONS AND APPEALS:

Reduction under Stages One, Two, Three and Four do not apply to water directly used for public health and safety purposes.

A customer who wishes an exemption from the targeted water use reduction must submit a written request to the Company within ten days of the Company's notice of curtailment. Following review of the request, the Company will decide whether the targeted water use reduction for that customer should be changed. The Company's decision shall be final.

TARGETED WATER USE REDUCTION LEVEL:

All water bills rendered during a Stage Four curtailment will show the customer's targeted water use reduction percentage, together with all other information the Company considers necessary for the customer to achieve the targeted water use reduction level. If the water bill shows that the customer used water above the targeted water use level, the water bill will include a notice to the customer to end all outdoor water use and that failure to comply will result in temporary loss of service. If the customer exceeds the targeted water use level in the following month, the water bill for that month will include a notice to the customer that water service will be terminated for failure to comply with the curtailment procedures imposed by the Company during supply shortages unless the customer agrees to take actions satisfactory to the Company to end unauthorized use of water. A customer's water service will not be terminated for this type of failure to comply without first receiving notice from the Company of its intent to terminate service.

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		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	13.3
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART TWO, SECTION III (Cont.)

If a customer does not take corrective actions satisfactory to the Company and water service is subsequently terminated and such customer believes water service was terminated in error, the customer should call the Company's local office to discuss the basis of the Company's termination of water service with a customer service representative or office manager. If a customer believes that water service was terminated improperly, the customer may contact the Commission's Consumer Services Section at 1-800-222-7000 to initiate an investigation.

TERMS AND CONDITIONS:

Any customer whose service is terminated for failure to comply with the specific actions required shall not have service restored until such customer demonstrates compliance with such specific actions, satisfactory to the Company, and pays any past due water charges plus a reconnection charge as provided for in the appropriate tariff schedule.

SPECIAL PROVISIONS:

1. This curtailment plan shall become part of the Arizona Department of Environmental Quality Emergency Operations Plan for the Company.
2. 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.
3. The Company shall provide a copy of the curtailment tariff to any customer, upon request.
4. If curtailment efforts do not reduce water use sufficiently and localized water shortages result, the Company will inform the customers of the availability of alternative water supplies in other areas of the Company's water system or neighboring water systems.
5. The Company shall notify the Consumer Service Section of the Utilities Division of the Arizona Corporation Commission at least twelve (12) hours prior to entering either of curtailment Stages 2, 3, or 4. The notification to the Consumer Service Section shall include the cause, present conditions, and expected duration for the water service curtailment.

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		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	15.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART THREE

**CHAPARRAL CITY WATER COMPANY (CCWC)
ALTERNATE RATES FOR WATER (ARW)
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION**

APPLICABILITY

Applicable to residential water 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 the Company.

RATES

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

PROGRAM QUALIFICATIONS

1. The CCWC 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 in a mobile home park.
2. You may not be claimed as a dependent on another person's tax return.
3. You must reapply each time you move.
4. You must renew your application every two years, or sooner, if requested.
5. You must notify CCWC within 30 days if you become ineligible for ARW.
6. Your total gross annual income of all persons living in your household cannot exceed the income levels below:

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	Month Day Year			Month Day Year
	Feb. 24, 2010	ISSUED BY: Paul T. Schubert, General Manager		Dec. 11, 2009
		12021 North Panorama Drive Fountain Hills, Arizona 85268		
		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	15.1
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART THREE (Cont.)

Effective October 15, 2009

<u>No. of Person in Household</u>	<u>Total Gross Annual Income</u>
1	\$15,600
2	21,000
3	26,400
4	31,800
5	37,200
6	42,600

For each additional person residing in the household, add \$5,400

(continued)

ISSUED:			EFFECTIVE:	
	Month Day Year			Month Day Year
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		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	15.2
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART THREE (Cont.)

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 my 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 | Profit from self- |
| Savings account, stocks or | other aid used for living | employment |
| bonds | expenses | (IRS form Schedule C, |
| Unemployment benefits | Disability payments | Line 29) |
| TANF (AFDC) | Food Stamps | Worker's Compensation |
| Pensions | Insurance settlements | Child Support |
| Gifts | | Spousal Support |

SPECIAL CONDITIONS

1. Application and Eligibility Declaration: An Application and eligibility declaration on a form authorized by the Commission is required for each request for service under this schedule. Renewal of a customer's eligibility declaration will be required, at least, every two years.
2. Commencement of Rate: Eligible customers shall be billed on this schedule commencing with the next regularly scheduled billing period that follows receipt of application by the Utility.
3. Verification: Information provided by the applicant is subject to verification by the Utility. Refusal or failure of a customer to provide documentation of eligibility acceptable to the Utility, upon request by the Utility, shall result in removal from this rate schedule.
4. Notice From Customer: It is the customer's responsibility to notify the Utility if there is a change of eligibility status.
5. Rebilling: Customers may be re-billed for periods of ineligibility under the applicable rate schedule.
6. Mobile Home Park and Master-metered: A reduction will be calculated in the bill of mobile home park and 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).

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		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	16.0
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART FOUR

OFF-SITE FACILITIES HOOK-UP FEE

I. Purpose and Applicability.

The purpose of the off-site hook-up fees payable to Chaparral City Water Company ("the Company") pursuant to this tariff is to equitably apportion the costs of constructing additional off-site facilities to provide water production, delivery, storage and pressure among all new service connections. These charges are applicable to all new service connections established after the effective date of this tariff. The charges are one-time charges and are payable as a condition to Company's establishment of service, as more particularly provided below.

II. Definitions.

Unless the context otherwise requires, the definitions set forth in A.C.C. R14-2-401 of the Arizona Corporation Commission's ("Commission") rules and regulations governing water utilities shall apply in interpreting this tariff schedule.

"Applicant" means any party entering into an agreement with Company for the installation of water facilities to serve new service connections, and may include Developers and/or Builders of new residential subdivisions.

"Company" means Chaparral City Water Company, Inc. an Arizona public service corporation.

"Main Extension Agreement" means any agreement whereby an Applicant, Developer and/or Builder agrees to advance the costs of the installation of water facilities to the Company to serve new service connections, or install water facilities to serve new service connections and transfer ownership of such water facilities to the Company, which agreement shall require the approval of the Commission pursuant to A.A.C. R14-2-406, and shall have the same meaning as "Water Facilities Agreement" or "Line Extension Agreement."

"Off-Site Facilities" means wells, storage tanks and related appurtenances necessary for proper operation, including engineering and design costs. Off-site facilities may also include booster pumps, pressure tanks, transmission mains and related appurtenances necessary for proper operation, if these facilities are not for the exclusive use of the applicant and will benefit the entire water system.

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		12021 North Panorama Drive Fountain Hills, Arizona 85268		
		Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	16.1
Chaparral City Water Company (Name of Company)				
W-02113A-07-0551	ALL SERVICE AREAS			

PART FOUR (Cont.)

“Service Connection” means and includes all service connections for single-family residential or other uses, regardless of meter size.

III. Off-Site Hook-Up Fee.

For each new service connection, the Company shall collect an off-site hook-up fee derived as follows:

Meter Size	Total Fee
5/8" x 3/4 "	****
3/4"	****
1"	****
1-1/2 "	****
2"	****
3"	****
4"	****
6" or larger	****

**** The fee shall be variable, fixed on January 1 of each calendar year, computed by dividing \$369,404.50 by the number of hook-ups during the previous calendar year. However, in no event shall the hook-up fee be higher than \$1,000 nor less than \$500.

2006 filing – New water installations. May be assessed only once per parcel, service connection, or lot within a subdivision. Purpose is to equitably apportion the costs of construction of additional off-site facilities to provide water production, delivery, storage, and pressure among all new service connections.

IV. Terms and Conditions.

(A) Assessment of One Time Off-Site Hook-Up Fee: The off-site hook-up fee may be assessed only once per parcel, service connection, or lot within a subdivision (similar to meter and service line installation charge).

(B) Use of Off-Site Hook-Up Fee: Off-site hook-up fees may only be used to pay for capital items of off-site facilities, or for repayment of loans obtained for installation of off-site facilities. Off-site hook-up fees shall not be used for repairs, maintenance, or operational purposes.

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	Decision No. 71308, as corrected by Decision No. 71424		

		Revised	SHEET NO.	16.2
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART FOUR (Cont.)

(C) Time of Payment:

a. For those requiring a Main Extension Agreement –

In the event that the person or entity that will be constructing improvements (“Applicant”, “Developer” or “Builder”) is otherwise required to enter into a Main Extension Agreement, whereby the Applicant, Developer or Builder agrees to advance the costs of installing mains, valves, fittings, hydrants and other on-site improvements in order to extend service in accordance with R-14-2-406(B), payment of the fees required hereunder shall be made by the Applicant, Developer or Builder no later than within 15 calendar days after receipt of notification from the Company that the Utilities Division of the Arizona Corporation Commission has approved the Main Extension Agreement in accordance with R14-2-406(M).

b. For those connecting to an existing main that was installed pursuant to a Main Extension Agreement that was approved by the Arizona Corporation Commission –

In the event that the Applicant, Developer or Builder for service is not required to enter into a Main Extension Agreement, the charges hereunder shall be due and payable at the time the meter and service line installation fee is due and payable.

(D) Off-Site Facilities Construction By Developer: Company and Applicant, Developer or Builder may agree to construction of off-site facilities necessary to serve a particular development by Applicant, Developer or Builder, which facilities are then conveyed to Company. In that event, Company shall credit the total cost of such off-site facilities as an offset to off-site hook-up fees due under this Tariff. If the total cost of the off-site facilities constructed by Applicant, Developer or Builder and conveyed to Company is less than the applicable off-site hook-up fees under this Tariff, Applicant, Developer or Builder shall pay the remaining amount of off-site hook-up fees owed hereunder. If the total cost of the off-site facilities constructed by Applicant, Developer or Builder and conveyed to Company is more than the applicable off-site hook-up fees under this Tariff, Applicant, Developer or Builder shall not be entitled to any refunds.

(E) Failure to Pay Charges; Delinquent Payments: The Company will not be obligated to provide water service to any Developer or, Builder or other applicant for service in the event that the Developer, Builder or other applicant for service has not paid in full all charges hereunder. Under no circumstances will the Company set a meter or otherwise allow service to be established if the entire amount of any payment has not been paid.

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	Month Day Year			Month Day Year
	Feb. 24, 2010	ISSUED BY: Paul T. Schubert, General Manager		Dec. 11, 2009
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		Revised	SHEET NO.	16.3
Chaparral City Water Company				
(Name of Company)	ALL SERVICE AREAS			
W-02113A-07-0551				

PART FOUR (Cont.)

(F) Large Subdivision Projects: In the event that the Developer or Builder is engaged in the development of a residential subdivision containing more than 150 lots, the Company may, in its discretion, agree to payment of off-site hook-up fees in installments. Such installments may be based on the residential subdivision development's phasing, and should attempt to equitably apportion the payment of charges hereunder based on the Developer's or Builder's construction schedule and water service requirements.

(G) Off-Site Hook-Up Fees Non-refundable: The amounts collected by the Company pursuant to this Off-Site Hook-Up Fee Tariff shall be non-refundable contributions in aid of construction.

(H) Use of Off-Site Hook-Up Fees Received: All funds collected by the Company as off-site hook-up fees shall be deposited into a separate interest bearing trust account and used solely for the purposes of paying for the costs of off-site facilities, including repayment of loans obtained for the installation of off-site facilities that will benefit the entire water system.

(I) Off-Site Hook-Up Fee in Addition to On-Site Facilities: The off-site hook-up fee shall be in addition to any costs associated with the construction of on-site facilities under a Main Extension Agreement.

(J) Disposition of Excess Funds: After all necessary and desirable off-site facilities are constructed utilizing funds collected pursuant to the off-site hook-up fees, or if the off-site hook-up fee has been terminated by order of the Commission, any funds remaining in the trust shall be refunded. The manner of the refund shall be determined by the Commission at the time a refund becomes necessary.

(K) Fire Flow Requirements: In the event the applicant for service has fire flow requirements that require additional facilities beyond those facilities whose costs were included in the off-site hook-up fee, and which are contemplated to be constructed using the proceeds of the off-site hook-up fee, the Company may require the applicant to install such additional facilities as are required to meet those additional fire flow requirements, as a non-refundable contribution, in addition to the off-site hook-up fee.

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	Feb. 24, 2010	ISSUED BY: Paul T. Schubert, General Manager		Dec. 11, 2009
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