

ORIGINAL



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2010 SEP -2 P 4:40

AZ CORP COMMISSION
DOCKET CONTROL

BEFORE THE ARIZONA CORPORATION COMMISSION

7
 8 IN THE MATTER OF THE
 APPLICATION OF BLACK MOUNTAIN
 SEWER CORPORATION, AN ARIZONA
 9 CORPORATION, FOR A
 DETERMINATION OF THE FAIR
 10 VALUE OF ITS UTILITY PLANT AND
 PROPERTY AND FOR INCREASES IN
 11 ITS RATES AND CHARGES FOR
 UTILITY SERVICE BASED THEREON.

DOCKET NO: SW-02361A-08-0609
NOTICE OF FILING TARIFF

13 Black Mountain Sewer Corporation, an Arizona corporation, hereby files its tariff
 14 reflecting new rates for wastewater utility services. The attached tariff (*see Exhibit A*),
 15 was approved in Decision No. 71865 (September 1, 2010), and this filing complies with
 16 Ordering Paragraph number 1.

RESPECTFULLY SUBMITTED this 2nd day of September, 2010.

FENNEMORE CRAIG, P.C.

19
 20 By 
 Jay L. Shapiro

Arizona Corporation Commission

DOCKETED

SEP 2 2010

21 Norman D. James
 22 3003 North Central Avenue, Suite 2600
 Phoenix, Arizona 85012
 23 Attorneys for Black Mountain Sewer Corporation.

24 DOCKETED BY 
 25
 26

1 **ORIGINAL** and thirteen (13) copies
2 of the foregoing were filed
3 this 2nd day of September, 2010, with:

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

6 **Copy of the foregoing was hand delivered**
7 this 2nd day of September, 2010, with:

7 Dwight D. Nodes
8 Assistant Chief Administrative Law Judge
9 Arizona Corporation Commission
10 1200 W. Washington Street
11 Phoenix, AZ 85007

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

14 Carmel Hood, 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 2nd day of September, 2010, to:

18 Michelle L. Wood, Esq.
19 Residential Utility Consumer Office
20 1110 W. Washington, Suite 220
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8
9 By: *Mario Sam Joe*

10 2349166.1/16040.035

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EXHIBIT

A

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Issued: September 1, 2010

Effective: September 1, 2010

ISSUED BY:

Greg Sorensen, Director Of Operations
Black Mountain Sewer Corporation
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

Applies to all WASTEWATER service areas

PART ONE
STATEMENT OF CHARGES

I. RATES

In Opinion and Order No. 71865, issued September 1, 2010, the Commission approved the following rates and charges to become effective September 1, 2010:

MONTHLY CHARGE

<u>Description</u>	<u>Rate</u> (per month)
Residential Service	\$65.24
Commercial – Regular Per gallon per day. Wastewater flows are based on ADEQ Engineering Bulletin No. 12, in accordance with Decision No. 71865	\$0.248734
Effluent Sales Per thousand gallons	\$0.460510

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PART ONE
STATEMENT OF CHARGES

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).

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PART ONE
STATEMENT OF CHARGES

III. ADDITIONAL CHARGES

A.	Establishment	\$25.00 ¹
B.	Re-establishment	\$25.00
C.	Re-connection	No Charge
D.	Minimum Deposit – Residential	Two times average bill
E.	Minimum Deposit – Non-Residential	Two and one-half times average bill
F.	Deposit Interest	6.00%
G.	NSF Check Charge	\$10.00
H.	Deferred Payment Finance Charge	1.50%
I.	Late Charge	1.50% ²³
J.	Main Extension Tariff Per A.A.C. R14-2-606(B)	Cost
K.	Off-site Facilities Hook-up Fee	Per Tariff (sheet nos. 8-11)

¹ Initial monthly billing under Part One Section I (Rates) to new service for homes under construction shall commence no sooner than 30, and no more than 60 days after the water meter is installed. Billing to new service at existing locations shall be pro-rated from the start of service.

² This charge shall not apply if the customer has arranged for a Deferred Payment Plan.

³ Bills for utility services are due and payable when rendered. Any payment not received within fifteen (15) days from the date the bill was rendered shall be considered delinquent and subject to the termination policy set forth in the Company's rate tariff. All late payment charges shall be billed on the customer's next regularly scheduled billing. If the customer fails to pay the Late Payment Charge by the due date on the next billing, the customer will receive a ten (10) day termination notice. If the customer does not pay the Late Payment Charges by that date the service will be terminated. Service shall be terminated only for that service for which the customer is delinquent or is in violation of other Tariff or Rule provisions. All customers whose service is terminated for failure to pay the Late Payment Charges are subject to the Company's reconnection charges set forth in the Company's Tariff.

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PART ONE
STATEMENT OF CHARGES

IV. 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.

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PART TWO
STATEMENT OF TERMS AND CONDITIONS

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.

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PART TWO
STATEMENT OF TERMS AND CONDITIONS

I. CUSTOMER DISCHARGE TO SYSTEM (cont.)

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 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.

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PART TWO
STATEMENT OF TERMS AND CONDITIONS

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.

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PART THREE
OFF-SITE FACILITIES HOOK-UP FEE

I. Purpose and Availability

The purpose of the off-site facilities hook-up fees payable to **Black Mountain Sewer Corporation** ("the Company") pursuant to this tariff is to equitably apportion the costs of constructing additional off-site facilities to provide wastewater treatment and disposal facilities among all new service laterals. These charges are applicable to all new service laterals undertaken via Collection Main Extension Agreements, or requests for service not requiring a Collection Main Extension Agreement, entered into 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 R-14-2-601 of the Arizona Corporation Commission's ("Commission") rules and regulations governing sewer utilities shall apply interpreting this tariff schedule.

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

"Company" means Black Mountain Sewer Corporation.

"Collection Main Extension Agreement" means an agreement whereby an Applicant, Developer and/or Builder agrees to advance the costs of the installation of wastewater facilities necessary to serve new service laterals, or install wastewater facilities to serve new service laterals and transfer ownership of such wastewater facilities to the Company, which agreement does not require the approval of the Commission pursuant to A.A.C. R-14-2-606, and shall have the same meaning as "Wastewater Facilities Agreement."

"Off-Site Facilities" means the wastewater treatment plant, sludge disposal facilities, effluent disposal facilities and related appurtenances necessary for proper operation, including engineering and design costs. Off-site facilities may also include lift stations, force mains,

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transportation mains and related appurtenances necessary for proper operation if these facilities are not for the exclusive use of the Applicant and benefit the entire wastewater system.

“Service Lateral” means and includes all service laterals for single-family residential, commercial, industrial or other uses.

III. Wastewater Hook-up Fee

For each new service lateral, the Company shall collect an off-site facilities hook-up fee as listed in the following table:

TREATMENT PLANT HOOK-UP FEE TARIFF TABLE		
Service Lateral Size	Factor	Fee
4-inch	1	\$1,734
6-inch	2.25	\$3,901
8-inch	4	\$6,936
10-inch	6.25	\$10,837

IV. Terms and Conditions

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

(B) Use of Off-Site Facilities Hook-up Fee: Off-site facilities hook-up fees may only be used to pay for capital items of off-site facilities, or for repayment of loans obtained to fund the cost of installation of off-site facilities. Off-site hook-up fees shall not be used to cover repairs, maintenance, the cost of closing wastewater treatment plant, including lift stations, or other operational purposes.

(C) Time of Payment:

- (1) In the event that the person or entity that will be constructing improvements (“Applicant,” “Developer,” or “Builder”) is otherwise required to enter into a Collection Main Extension Agreement, payment of the fees required hereunder shall be made by the

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Applicant, Developer or Builder when operational acceptance is issued for the on-site wastewater facilities constructed to serve the improvement.

- (2) In the event that the Applicant, Developer or Builder for service is not required to enter into a Collection Main Extension Agreement, the hook-up fee charges hereunder shall be due and payable at the time wastewater service is requested for the property.

(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 contributed by Applicant, Developer or Builder and conveyed to Company is more than the applicable off-site hook-up fees under this Tariff, Developer or Builder shall be the difference upon acceptance of the off-site facilities by the Company.

(E) Failure to Pay Charges; Delinquent Payments: The Company will not be obligated to make an advance commitment to provide or actually provide wastewater service to any Developer, 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 connect service or otherwise allow service to be established if the entire amount of any payment has not been paid.

(F) Off-Site Hook-Up Fees Non-refundable: The amounts collected by the Company pursuant to the off-site hook-up fee tariff shall be non-refundable contributions in aid of construction.

(G) Use of Off-Site Hook-Up Fees Received: All funds collected by the Company as off-site facilities hook-up fees shall be deposited into a separate account and bear interest and shall be used solely for the purposes of paying for the costs of installation of off-site facilities, including repayment of loans previously obtained for the installation of off-site facilities.

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

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

(J) Status Reporting Requirements to the Commission: The Company shall submit a calendar year Off-Site Facilities Hook-Up Fee status report each January to Docket Control for the prior twelve (12) month period, beginning January 2011, until the hook-up fee tariff is no longer in effect. This status report shall contain a list of all customers that have paid the hook-up fee tariff, the amount each has paid, the physical location/address of the property in respect of which such fee was paid, the amount of money spent from the account, the amount of interest earned on the funds within the tariff account, and an itemization of all facilities that have been installed using the tariff funds during the 12 month period.

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