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Attorneys for Liberty Utilities (Rio Rico Water & Sewer) Corp.

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE APPLICATION OF RIO RICO UTILITIES, INC., AN ARIZONA CORPORATION, FOR A DETERMINATION OF THE FAIR VALUE OF ITS UTILITY PLANTS AND PROPERTY AND FOR INCREASES IN ITS WATER AND WASTEWATER RATES AND CHARGES FOR UTILITY SERVICE BASED THEREON.	DOCKET NO: WS-02676A-12-0196 **NOTICE OF COMPLIANCE**

Liberty Utilities (Rio Rico Water & Sewer) Corp. f/k/a Rio Rico Utilities, Inc. (the "Company")[1] submits this Notice of Compliance pursuant to Decision No. 73996 (July 30, 2013) (the "Decision"). The Decision requires the Company to file a revised tariff of rates and charges. The tariff is attached as **Exhibit A**, and replaces the draft tariff filed on July 31, 2013.[2]

The Company notes a typographical error in the Decision at p. 56, ln. 7 ½. The cross-reference "[n]o charge for service calls during normal working hours" should

[1] On May 15, 2013 Rio Rico Utilities, Inc. resolved to change its name to Liberty Utilities (Rio Rico Water & Sewer) Corp. The Articles of Amendment were filed on May 24, 2013 and approved on May 29, 2013.
[2] The Company's July 31 filing was made pursuant to the Recommended Opinion and Order, issued July 2, 2013. Although the Decision reflects a docket date of July 30, 2013, it was not available to the public until after July 31, 2013.

be labeled "(a)" instead of "(b)."[3] The Company has corrected the error in its tariff. See **Exhibit A** at Sheet No. 6.

DATED this 20th day of August, 2013.

FENNEMORE CRAIG, P.C.

By: _____
Jay L. Shapiro
Attorney for Liberty Utilities
(Rio Rico Water & Sewer) Corp.

ORIGINAL and 13 copies filed
this 20th day of August, 2013 with:

Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

COPY of the foregoing was hand delivered
this 20th day of August, 2013 to:

Bridget A. Humphrey,Esq.
Scott M. Hesla, Esq.
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Carmel Hood, Compliance
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

COPY of the foregoing was mailed
this 20th day of August, 2013 to:

Michelle Wood, Esq.
Residential Consumer Office
1110 West Washington Street, Suite 220
Phoenix, Arizona 85007

[3] *See* Notice of Errata dated July 11, 2013 at p. 2. *See also* Decision at p. 57, ln. 17 ½.

Charlene Laplante
Deputy County Attorney
Office of the Santa Cruz County Attorney
2150 N. Congress Drive, Suite 201
Nogales, Arizona 85621

Roger C. Decker
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1138 North Alma School Road, Sutie 101
Mesa, Arizona 85201

By: Whitney Bik
8413408.1/080191.0012

EXHIBIT

A

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Applies to all **WATER** service areas

STATEMENT OF CHARGES FOR WATER SERVICE

I. RATES

In Opinion and Order No. 73996, dated July 30, 2013, the Commission approved the following rates and charges **effective August 1, 2013**:

A. Monthly Usage Charge

Meter Size (All Classes) Inches	**Minimum Charge[1] Per Month**
5/8" x 3/4" Meter	$ 15.46
5/8" x 3/4" Meter (low income)	13.14
3/4" Meter	23.19
3/4" Meter (low income)	19.71
1" Meter	38.65
1" Meter (low income)	32.85
1 1/2" Meter	77.30
2" Meter	123.68
3" Meter	247.36
4" Meter	366.50
6" Meter	773.00
8" Meter	1,236.80
10" Meter	1,777.90
12" Meter	3,323.90
Morningstar Ranch Community Association – 6 inch	549.00

[1] A 5 percent discount is applicable to the public schools operated by the Santa Cruz County School District No. 35 receiving water and/or wastewater utility services from the Company.

Applies to all **WATER** service areas

STATEMENT OF CHARGES FOR WATER SERVICE

Section I.A continued

Meter Size Inches	**Minimum Charge Per Month**
Fire Lines:	
Up to 8 inches	Per Rule****
10 inches	Per Rule****
12 inches	Per Rule****

****1 percent of monthly minimum for a comparable size meter, but no less than $5.00 per month. The service charge for fire sprinklers is only applicable for service line separate and distinct from the primary water service line.

Applies to all **WATER** service areas

STATEMENT OF CHARGES FOR WATER SERVICE

B. Commodity Rates

The rate for use in addition to the minimum stated above shall be at the following rates per 1,000 gallons (less 15% for low income customers as applicable).

Meter Size (All Classes)	Consumption	Charge
5/8" x 3/4" Meter	First 3,000 gallons	$1.49
	3,001 to 9,000 gallons	2.98
	Over 9,000 gallons	3.49
3/4" Meter	First 4,000 gallons	2.98
	Over 4,000 gallons	3.49
1" Meter	First 23,000 gallons	2.98
	Over 23,000 gallons	3.49
1 1/2" Meter	First 45,000 gallons	2.98
	Over 45,000 gallons	3.49
2" Meter	First 72,000 gallons	2.98
	Over 72,000 gallons	3.49
3" Meter	First 144,000 gallons	2.98
	Over 144,000 gallons	3.49
4" Meter	First 225,000 gallons	2.98
	Over 225,000 gallons	3.49
6" Meter	First 450,000 gallons	2.98
	Over 450,000 gallons	3.49

Applies to all **WATER** service areas

STATEMENT OF CHARGES FOR WATER SERVICE

Section I.B continued

Meter Size	**Consumption**	**Charge**
8" Meter	First 720,000 gallons	2.98
	Over 720,000 gallons	3.49
10" Meter	First 1,025,000 gallons	2.98
	Over 1,025,000 gallons	3.49
12" Meter	First 1,025,000 gallons	2.98
	Over 1,025,000 gallons	3.49
Morningstar Ranch Community Association		4.79

Applies to all **WATER** service areas

STATEMENT OF CHARGES FOR WATER SERVICE

C. Service Line and Meter Installation Charges

(Refundable pursuant to A.A.C. R14-2-405)

Service Size	Service Line	Meter	Total
5/8 x 3/4" Meter	At Cost	At Cost	At Cost
3/4" Meter	At Cost	At Cost	At Cost
1" Meter	At Cost	At Cost	At Cost
1 1/2" Meter	At Cost	At Cost	At Cost
2" Meter	At Cost	At Cost	At Cost
3" Meter	At Cost	At Cost	At Cost
4" Meter	At Cost	At Cost	At Cost
6" Meter	At Cost	At Cost	At Cost
8" Meter	At Cost	At Cost	At Cost
10" Meter	At Cost	At Cost	At Cost
12" Meter	At Cost	At Cost	At Cost

Applies to all **WATER** service areas

STATEMENT OF CHARGES FOR WATER SERVICE

D. Other Service Charges

Service	Charge
Establishment	$15.00
Reconnection (Delinquent)	15.00
Meter Test (if correct)	15.00
Meter Re-Read (if correct)	20.00
Deposit	*
Deposit Interest	**
Re-Establishment (within 12 months)	***
NSF Check	$15.00
Late Payment Penalty	1.5% per mo.
Deferred Payment	1.5% per mo.
Moving meter at customer request	At Cost
After hours service calls at customer's request (a)	$50.00

* Per Commission Rule A.A.C. R14-2-403(B)
** Per Commission Rule A.A.C. R14-2-403(B)
*** Per Commission Rule A.A.C. R14-2-403(D) – months off system times monthly minimum.

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

Christopher D. Krygier, Utility Rates and Regulatory Manager
Liberty Utilities (Rio Rico Water & Sewer) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

Applies to all **WATER** service areas

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

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

STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

I. CROSS-CONNECTION OR BACKFLOW TARIFF

A. Purpose.

The purpose of this tariff is to protect the Liberty Utilities (Rio Rico Water & Sewer) Corp. - Water Division ("Company") from the possibility of contamination caused by the backflow of contaminates 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.) R14-2-405.B.6 and A.A.C. R18-4-215.

B. Requirement.

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. R18-4-215 relating to backflow prevention:

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

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

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

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

Applies to all **WATER** service areas

STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

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

6. The customer shall provide the Company with records of installation and testing. For each backflow-prevention assembly, these records shall include:

   a. assembly identification number and description;
   b. location;
   c. date(s) of test(s);
   d. description of repairs and recommendations for repairs made by tester; and
   e. the tester's name and certification number.

7. In the event the backflow-prevention assembly does not function properly or fails any test, and an obvious hazard as contemplated under A.A.C. R14-2-410.B.1.a. exists, the Company may terminate service immediately and without notice. The backflow-prevention assembly shall be repaired or replaced by the customer and retested before service is 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 the testing requirement, and A.A.C. R14-2-410.B.1.a. is **not** applicable, the backflow-prevention assembly shall be repaired or replaced within fourteen (14) days of the initial discovery of the deficiency in the assembly or its function. Failure to remedy the deficiency or dysfunction of the assembly, or failure to retest, shall be grounds for termination of water service in accordance with A.A.C. R14-2-410.

Applies to all **WATER** service areas

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

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.AC. 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

STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

IV. CURTAILMENT PLAN

ADEQ Public Water System Number: 12-011

Liberty Utilities (Rio Rico Water & Sewer) Corp. ("Company"), is authorized to curtail water service to all customers within its certificated area under the terms and conditions listed in this tariff.

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

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

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

Stage 1 Exists When:

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

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

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

Stage 2 Exists When:

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

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

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

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

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 capacity 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, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 3, Company shall request the customers to voluntarily employ water conservation measures to reduce daily consumption by approximately 50 percent of Stage 1 consumption. 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 6 signs showing the curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to major subdivisions served by the Company.

3. Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering Stage 3.

Stage 4 Exists When:

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

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

Applies to all **WATER** service areas

STATEMENT OF TERMS AND CONDITIONS FOR WATER SERVICE

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

3. Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering Stage 4.

Customers who fail to comply with 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 or must otherwise provide emergency drinking water for its customers until a permanent solution has been implemented.

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

I. RATES

In Opinion and Order No. 73996, dated July 30, 2013, the Commission approved the following rates and charges to become **effective August 1, 2013**:

A. Monthly Minimum Charge

Meter Size (All Classes) Inches	Charge[2] Per Month
5/8" x 3/4" Meter	$ 49.00
5/8" x 3/4" Meter (low income)	41.65
3/4" Meter	56.50
3/4" Meter (low income)	48.03
1" Meter	69.10
1" Meter (low income)	58.74
1 1/2" Meter	102.00
2" Meter	141.50
3" Meter	246.50
4" Meter	365.40
6" Meter	694.40
8" Meter	1,057.78
10" Meter	1,585.07
12" Meter	2,254.08

[2] A 5 percent discount is applicable to the public schools operated by the Santa Cruz County School District No. 35 receiving water and/or wastewater utility services from the Company.

Christopher D. Krygier, Utility Rates and Regulatory Manager
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Applies to all **WASTEWATER** service areas

STATEMENT OF CHARGES FOR WASTEWATER SERVICE

B. Commodity Rates (All Meter Sizes)

Commercial and Multi-Tenant Only	
0 to 7,000 gallons	$0.00
Over 7,000 gallons	5.00

Applies to all **WASTEWATER** service areas

STATEMENT OF CHARGES FOR WASTEWATER SERVICE

C. Service Line and Meter Installation Charges

Service Line Size	Charge
4" Meter	At Cost
6" Meter	At Cost
8" Meter	At Cost
10" Meter	At Cost
12" Meter	At Cost

Applies to all **WASTEWATER** service areas

STATEMENT OF CHARGES FOR WASTEWATER SERVICE

D. Other Service Charges

Service	**Charge**
Establishment	$15.00
Reconnection (Delinquent)	15.00
Deposit	*
Deposit Interest	**
Re-Establishment (within 12 months)	***
NSF Check	$25.00
Late Payment Penalty	1.5% per mo.
Deferred Payment	1.5% per mo.
After hours service charge at customer's request (a)	$50.00

* Per Commission Rule A.A.C. R14-2-603(B)
** Per Commission Rule A.A.C. R14-2-603(B)
*** Per Commission Rule A.A.C. R14-2-603(D) – months off system times the monthly minimum.

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

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Applies to all **WASTEWATER** service areas

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

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.

Applies to all **WASTEWATER** service areas

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

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Applies to all **WASTEWATER** service areas

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 section 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

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

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 the Liberty Utilities (Rio Rico Water & Sewer) Corp. ("Liberty Utilities").

RATES

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

PROGRAM QUALIFICATIONS

1. The Liberty Utilities 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 Liberty Utilities 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

ALTERNATE RATES FOR WATER AND WASTEWATER (ARWW)

DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

Effective: January 1, 2013

No. of Person in Household	Total Gross Annual Income
1	$11,490
2	15,510
3	19,530
4	23,550
5	27,570
6	31,590

For each additional person residing in the household, add $4,020

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
Interest or dividends from:
Savings account, stocks or bonds
Unemployment benefits
TANF (AFDC)
Pensions
Gifts

Social Security, SSI, SSP
Scholarships, grants, or other aid used for living expenses
Disability payments
Food Stamps
Insurance settlements

Rental or royalty income
Profit from self-employment (IRS form Schedule C, Line 29)
Worker's Compensation
Child Support
Spousal Support

ISSUED BY:

Christopher D. Krygier, Utility Rates and Regulatory Manager
Liberty Utilities (Rio Rico Water & Sewer) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392

Applies to all **WATER** and **WASTEWATER** service areas

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 Liberty Utilities.

4. Verification: Information provided by the applicant is subject to verification by Liberty Utilities. Refusal or failure of a customer to provide documentation of eligibility acceptable to Liberty Utilities, upon request by Liberty Utilities, shall result in removal from this rate schedule.

5. Notice from Customer: It is the customer's responsibility to notify Liberty Utilities 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 2,200 water division customers and 725 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 Utilities ARWW please check (✓) all that apply:

- ☐ I am a Liberty Utilities residential customer and the Liberty Utilities account is in my name.
- ☐ I am a sub-metered tenant within the Liberty Utilities 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):**

- ☐ Wages, salaries or profit from self-employment
- ☐ Disability and/or Workers' Compensation payments
- ☐ Insurance and/or legal settlements
- ☐ Pensions
- ☐ Spousal and/or child support
- ☐ Scholarships, grants, or other aid used for living
- ☐ Interest/dividends from: savings, stocks, bonds, or retirement accounts
- ☐ Social Security, SSI or SSP
- ☐ Food Stamps
- ☐ TANF (AFDC)
- ☐ Veterans Affairs benefits
- ☐ Unemployment benefits
- ☐ Rental and/or royalty income
- ☐ 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 Utilities statement.

PLEASE PRINT LEGIBLY		
Liberty Utilties 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 Utilities statement		
Liberty Utilities 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 Utilities 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 _____

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 Utilities statement			
Liberty Utilities Account Number (As shown on statement)			
Liberty Utilities 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 Utilities 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 Utilities 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 Liberty Utilities (Rio Rico Water & Sewer) Corp.

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 Utilities 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 Utilities 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 Utilities.
- Documentation of your gross annual income must be provided to Liberty Utilities for verification of eligibility for ARWW. Refusal or failure to provide documentation of acceptable eligibility to Liberty Utilities shall result in removal from this rate schedule.
- It is the customer's responsibility to notify Liberty Utilities 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 2,200 water division customers and 725 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 Utilities (Rio Rico Water & Sewer) Corp.
1060 Yavapai Drive, Suite 9
Rio Rico, AZ 85648
Fax: 520-281-7433
Email: customerserviceriorico@libertywater.com